

Agenda Packet

NORFOLK CITY COUNCIL MEETING

Monday, October 2, 2023
5:30 p.m.

Created 9/28/2023 12:09 PM

**NOTICE OF MEETING
CITY OF NORFOLK, NEBRASKA**

NOTICE IS HEREBY GIVEN that a meeting of the City Council of the City of Norfolk, Nebraska, will be held at 5:30 p.m. on Monday, October 2, 2023, in the Council Chambers, 309 N. 5th St., Norfolk, Nebraska, which meeting will be open to the public.

The Mayor and City Council reserve the right to adjourn into closed session as per Section 84-1410 of the Nebraska Revised Statutes.

An agenda for such meeting, kept continually current, is available at the office of the City Clerk, 309 N 5th St, Norfolk Nebraska, during normal business hours.

Individuals requiring physical or sensory accommodations, who desire to attend or participate, please contact the City Clerk's office at (402) 844-2000 no later than 4:30 p.m. on the Friday preceding the meeting.



Brianna Duerst
City Clerk

Publish (September 27, 2023)
1 P.O.P.



AGENDA
NORFOLK CITY COUNCIL MEETING
October 02, 2023

In accordance with Section 84-1412 sub-section eight (8) of the Reissue Revised Statutes of the State of Nebraska 1943, as amended, one copy of all reproducible written material to be discussed is available to the public at this meeting for examination and copying. The Mayor and City Council reserve the right to adjourn into closed session as per Section 84-1410 of the Nebraska Revised Statutes.

CALL TO ORDER

1. 5:30 p.m. - call meeting to order
2. Inform the public about the location of the Open Meetings Act posted in the Council Chambers and accessible to members of the public
3. Moment of silence/Pledge of Allegiance to the flag of the United States of America
4. Roll call

SPECIAL ITEMS

5. Public input session regarding fireworks sales and discharge.

RECOMMENDED ACTIONS

6. Approval of consent agenda. **Motion**
All items in the consent agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council member or a citizen so requests, in which event the item will be removed from the consent agenda and considered separately.
7. Approval of full agenda. **Motion**

CONSENT AGENDA

8. Consideration of approval of the minutes of the September 18, 2023, City Council meeting. **Motion**
9. September sales tax report (July sales) **Motion**
10. Consideration of approval of Sanitary Sewer Easements between Ray and Mary Haase and the City of Norfolk for the Sanitary Sewer Replacement on Monroe Avenue to Logan Street project along property located along South 4th Street and Jackson Avenue for \$1,096.40. **Motion**

11. Consideration of approval of Sanitary Sewer Easement between Thomas A. and Carolyn R. Kielty and the City of Norfolk for the Sanitary Sewer Replacement on Monroe Avenue to Logan Street project along property located along 215 Jackson Avenue for \$100.00. **Motion**
12. Consideration of approval of Sanitary Sewer Easements between Kenneth and Darlene Porter and the City of Norfolk for the Sanitary Sewer Replacement on Monroe Avenue to Logan Street project along property located along 2005 Logan Street for \$939.22. **Motion**
13. Consideration of approval to reject the bid for EMS billing services. **Motion**
14. Consideration of approval to award the bid to Andrew Olsen, dba Olsen Mowing & Snow Removal, for the Vehicle Parking District (VPD) and ASPM for hauling of snow for Downtown Snow Operations for Street Division for the 2023-2024 snow season. **Motion**
15. Consideration of approval to purchase a replacement fleet vehicle for \$64,104 off of State Contract #15760 from Anderson Auto Group of Lincoln, NE, for use by Street Division. **Motion**
16. Consideration of approval to enter into negotiations with Huff Construction Inc. for designing and building the Ta-Ha-Zouka Team Lockers. **Motion**
17. Consideration of approval of an Addition To Premise of an indoor area, approximately 200 x 124, for the Class I liquor license of CEC Lanes, LLC, dba King's Lanes, 1000 Riverside Boulevard, making the new description as, "Entire One Story Irregular Shaped Building approximately 200 x 410." **Motion**
18. Consideration of approval of all bills on file. **Motion**

SPECIAL PRESENTATIONS

19. Proclamation for week of October 5-8, 2023, as Support Citizens With Intellectual Disabilities Week.
20. Presentation by the Tree Advisory Board of the Green Leaf Award to a residence and to a business for outstanding planting of a variety of trees and landscaping.
21. Distinguished Citizenship Recognition

PUBLIC HEARINGS AND RELATED ACTION

22. Public hearing to consider a blighted and substandard declaration for the area referred to as the Wyndham Hills Area Study.
23. Consideration of Resolution No. 2023-60 approving a blighted and substandard declaration for the area referred to as the Wyndham Hills Area Study. **Resolution 2023-60**

REGULAR AGENDA

24. Consideration of Ordinance No. 5851 amending Section 24-164 of the City Code to restrict parking on the north side of Madison Avenue from the 3rd & Madison Avenue intersection west 100 feet. Ordinance No. 5851 passed on first reading at the September 18, 2023 City Council meeting. **Ordinance No. 5851**

STAFF MEMORANDUM
NORFOLK CITY COUNCIL MEETING
October 02, 2023

CALL TO ORDER

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4. Roll call

SPECIAL ITEMS

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RECOMMENDED ACTIONS

6. Approval of consent agenda. **Motion**
All items in the consent agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council member or a citizen so requests, in which event the item will be removed from the consent agenda and considered separately.
7. Approval of full agenda. **Motion**

CONSENT AGENDA

8. Consideration of approval of the minutes of the September 18, 2023, City Council meeting. **Motion**

See Enclosure 8.

9. September sales tax report (July sales) **Motion**

September sales tax receipts (July sales) are \$965,491.99. The City's sales tax receipts are down \$15,733.97 or 1.6% from last September. Consumer use tax was up \$15,310.51, while motor vehicle sales tax was up \$21,945.83. The remaining decrease was in other sales tax. Receipts for the fiscal year October 1, 2022 to September 30, 2023 are \$11,772,004.58, which is \$800,060.93 or

7.29% more than the prior year and \$700,393.82 or 6.33% more than budgeted. Included in the agenda packet is a sales tax comparison by month.

See Enclosure 9.

10. Consideration of approval of Sanitary Sewer Easements between Ray and Mary Haase and the City of Norfolk for the Sanitary Sewer Replacement on Monroe Avenue to Logan Street project along property located along South 4th Street and Jackson Avenue for \$1,096.40. **Motion**

The easements allow for construction and maintenance of the sanitary sewer main on property along south 4th Street, 227 Jackson Avenue, and 401 Jackson Avenue. Staff recommend acceptance.

See Enclosure 10.

11. Consideration of approval of Sanitary Sewer Easement between Thomas A. and Carolyn R. Kielty and the City of Norfolk for the Sanitary Sewer Replacement on Monroe Avenue to Logan Street project along property located along 215 Jackson Avenue for \$100.00. **Motion**

The easement allows for construction and maintenance of the sanitary sewer main on property along 215 Jackson Avenue. Staff recommend acceptance.

See Enclosure 11.

12. Consideration of approval of Sanitary Sewer Easements between Kenneth and Darlene Porter and the City of Norfolk for the Sanitary Sewer Replacement on Monroe Avenue to Logan Street project along property located along 2005 Logan Street for \$939.22. **Motion**

The easements allow for construction and maintenance of the sanitary sewer main on property along 2005 Logan Street. Staff recommend acceptance.

See Enclosure 12.

13. Consideration of approval to reject the bid for EMS billing services. **Motion**

On September 13, 2023 the City received one proposal for EMS billing services from One Billing Solutions, which was over budget and staff's estimate. Staff had estimated a 10% collection rate, while the lone proposal received was for 15%. Staff will work through the request for proposals and potentially re-advertise at a future date in an effort to receive more favorable proposals on the service.

14. Consideration of approval to award the bid to Andrew Olsen, dba Olsen Mowing & Snow Removal, for the Vehicle Parking District (VPD) and ASPM for hauling of snow for Downtown Snow Operations for Street Division for the 2023-2024 snow season. **Motion**

See Enclosure 14.

15. Consideration of approval to purchase a replacement fleet vehicle for \$64,104 off of State Contract #15760 from Anderson Auto Group of Lincoln, NE, for use by Street Division. **Motion**

This is a budgeted expense in the Capital Projects Fund. This vehicle has been in the budget since FY 20-21 and staff have not been able to order off of a State Contract until now.

See Enclosure 15.

16. Consideration of approval to enter into negotiations with Huff Construction Inc. for designing and building the Ta-Ha-Zouka Team Lockers. **Motion**

This is a request to enter into negotiations with Huff construction to install team lockers at Ta-Ha-Zouka Park in the amount of \$1,350,000. The selection committee met September 12th, 2023 and reviewed two proposals that were submitted, Huff Construction and BluCor, with the highest scoring firm being Huff Construction. This is funded through contributions from NPS, NECC and the Mahlon B. Kohler donation. The expected team locker design will include lockers for the home and away team and one set of restrooms and ADA sidewalks. If budgets allow, the locker rooms will have retractable walls to allow us to open the room into a two-lane batting cage in the winter along with a second umpire changing room and a second family restroom. The entire facility will be available year-round.

17. Consideration of approval of an Addition To Premise of an indoor area, approximately 200 x 124, for the Class I liquor license of CEC Lanes, LLC, dba King's Lanes, 1000 Riverside Boulevard, making the new description as, "Entire One Story Irregular Shaped Building approximately 200 x 410." **Motion**

See Enclosure 17.

18. Consideration of approval of all bills on file. **Motion**

SPECIAL PRESENTATIONS

19. Proclamation for week of October 5-8, 2023, as Support Citizens With Intellectual Disabilities Week.

See Enclosure 19.

20. Presentation by the Tree Advisory Board of the Green Leaf Award to a residence and to a business for outstanding planting of a variety of trees and landscaping.

21. Distinguished Citizenship Recognition

See Enclosure 21.

PUBLIC HEARINGS AND RELATED ACTION

22. Public hearing to consider a blighted and substandard declaration for the area referred to as the Wyndham Hills Area Study.

See Enclosure 22.

23. Consideration of Resolution No. 2023-60 approving a blighted and substandard declaration for the area referred to as the Wyndham Hills Area Study.

Resolution 2023-60

See Enclosure 23.

REGULAR AGENDA

24. Consideration of Ordinance No. 5851 amending Section 24-164 of the City Code to restrict parking on the north side of Madison Avenue from the 3rd & Madison Avenue intersection west 100 feet. Ordinance No. 5851 passed on first reading at the September 18, 2023 City Council meeting.

Ordinance No. 5851

Construction was recently completed for a food service business on the northwest corner of 3rd and Madison Avenue. The food service includes a drive thru window that enters from Madison Avenue.

To provide an area for traffic to stage without backing up westbound traffic, Norfolk Police proposes a no parking area on the north side of Madison Avenue from the intersection of 3rd and Madison Avenue west 100 feet.

This plan was reviewed and supported among stakeholders prior to construction being completed.

See Enclosure 24.

CITY OF NORFOLK, NEBRASKA

The Mayor and City Council of the City of Norfolk, Nebraska met in regular session in the Council Chambers, 309 North 5th Street, Norfolk, Nebraska on the 18th day of September, 2023, beginning at 5:30 p.m.

Following a moment of silence and the Pledge of Allegiance to the flag of the United States of America, Mayor Josh Moenning called the meeting to order. Roll call found the following Councilmembers present: Frank Arens, Justin Webb, Andrew McCarthy, Thad Murren, Justin Snorton, Shane Clausen and Kory Hildebrand. Absent: Corey Granquist.

Staff members present were: City Administrator Andy Colvin, City Attorney Danielle Myers-Noelle, City Clerk Brianna Duerst, Senior Accountant Sheila Rios, Administrative Secretary Bethene Hoff, Public Works Director Steve Rames, Director of Administrative Services Lyle Lutt, Parks and Recreation Director Nathan Powell, Parks and Recreation Assistant Director PJ Evans, Water and Sewer Director Chad Roberts, Streets Manager Will Elwell, Street Shop Supervisor Matt Ernesti, Library Director Jessica Chamberlain, City Planner Val Grimes, Housing Director Gary Bretschneider, Information Systems Manager Brad Andersen, Fire Chief Tim Wragge, Economic Development Director Candice Alder, Communications Manager Nick Stevenson and Police Chief Don Miller.

The Mayor presided and the City Clerk recorded the proceedings.

The Mayor informed the public about the location of the current copy of the Open Meetings Act posted in the City Council Chambers and accessible to members of the public.

Notice of the meeting was given in advance thereof by publication in the Norfolk Daily News, Norfolk, Nebraska, the designated method of giving notice, as shown by affidavit of publication.

Notice was given to the Mayor and all members of the Council and a copy of their acknowledgement of receipt of notice and agenda is attached to the minutes. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

Agenda Motions

Councilmember Arens moved, seconded by Councilmember Webb to approve the consent agenda with the following changes: Remove Item #10, *Consideration of approval to advertise for a Request for Qualifications (RFQ) from engineering firms for professional services for Municipal Energy Distribution System* from the Consent Agenda and move to the Regular Agenda. Roll call: Ayes: Arens, Webb, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: Granquist.

Councilmember McCarthy moved, seconded by Councilmember Hildebrand, to adopt the full agenda as amended. Roll call: Ayes: Arens, Webb, McCarthy, Murren, Snorton, Clausen and

Hildebrand. Nays: None. Absent: Granquist.

Consent Agenda Items Approved

Minutes of the September 14, 2023, Special City Council meeting

Keno comparison for August 2023

Advertise for a Request for Proposals (RFP) from engineering firms for consultants to help the City complete an Action Plan for the Safe Streets and Roads for All (SS4A) program

Resolution 2023-54 approving the final plat for Leon's Addition

Resolution No. 2023-56 authorizing the Mayor to sign the Nebraska Department of Transportation (NDOT) annual certification of program compliance to the Nebraska Board of Public Roads Classifications and Standards

JNS Properties, LLC permanent and temporary easements for the Michigan Avenue and 8th Street Reconstruction project for property located along 907 West Michigan Avenue

Bills in the amount of \$5,548,958.04

Public Hearings and Related Items

Public Hearing

(CDBG #20-EDCV-002 completion)

A public hearing was held to concerning the progress and completion of a Nebraska Department of Economic Development Community Development Block Grant (CDBG) project, #20-EDCV-002. Jeff Christiansen with Northeast Nebraska Economic Development District (NENEDD) provided information to the Mayor and City Council. On June 7, 2021, the Norfolk City Council applied for \$505,000 for a local project that was approved and funded with the Community Development Block Grant (CDBG) program #20-EDCV-002, through the Nebraska Department of Economic Development. CDBG funding was made available through the Coronavirus Aid, Relief and Economic Security Act (CARES Act), to prepare, prevent and respond to COVID-19.

The economic development project involved Midwest Ob-gyn Clinic, P.C. located at 1410 North 13th Street. \$500,000 was used to purchase a recreation vehicle, necessary medical equipment, and working capital to develop a mobile health clinic to serve the residents of northeast Nebraska, within a 150 mile radius of Norfolk, to prepare, prevent and respond to COVID-19, including rapid testing, contact tracing, vaccine deployment, and other therapeutic treatment for patients affected by COVID-19. This was matched by \$600,000 from the business. \$5,000 was used for general administration of the grant. NENEDD staff documented that the business created six new jobs, and maintained these jobs for 12 months, above the baseline of 42 existing jobs meeting the contract requirement. Thus, the initial \$500,000 CDBG funds were forgiven as outlined in the contract.

On December 5, 2022, Norfolk City Council applied and was approved for an amendment to CDBG contract 20-EDCV-002 for a contract extension for an additional 12 months and to increase the budget. The original contract end date was July 6, 2023 and was changed to July 6, 2024. The original total budget was \$1,105,000 (\$500,000 CDBG, \$600,000 business, and \$5,000 general administration) and was changed to \$1,610,000. (\$505,000 CDBG increase). Midwest Ob-gyn Clinic used the additional \$500,000 to further incorporate and coordinate health care initiatives designed to address Covid-related illnesses that would also be applicable in other pandemic situations and \$5,000 was used for continued general administration of the grant. The business created an additional six new jobs meeting the amended contract requirement for a total of 12 new jobs which primarily benefited low-to-moderate income persons. These six new jobs are to be maintained for 12 months at which point the additional \$500,000 will also be forgiven as outlined in the contract.

No one else appeared either in favor of or in opposition to the CDBG project #20-EDCV-002 progress and completion and the Mayor declared the hearing closed.

Public Hearings

(JFT, Inc., zone change, 922 South 4th Street)

A public hearing was held to consider a zone change from R-2 (One and Two Residential District) to R-3 (Multiple-Family Residential District) on property addressed as 922 South 4th Street at the request of JFT, Inc. City Planner Valerie Grimes provided information to the Mayor and City Council. The applicant is requesting the zone change to convert the building into a triplex.

Councilmember Hildebrand asked if there was enough off-street parking for the use. Grimes explained six off-street parking stalls would be required.

Stacy Sullivan, 401 W Norfolk Ave, representing the applicant, confirmed they would have all the required off-street parking.

On September 6, 2023, the Norfolk Planning Commission held a public hearing regarding the zone change at 922 South 4th Street. The City Clerk read the Planning Commission's recommendations for approval into the record.

No one else appeared either in favor of or in opposition to the zone change and the Mayor declared the hearings closed.

Ordinance No. 5848

(JFT, Inc., zone change, 922 South 4th Street)

Councilmember Arens introduced, seconded by Councilmember Snorton, Ordinance No. 5848 entitled: AN ORDINANCE OF THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA; AMENDING THE ZONING DISTRICT MAP OF THE CITY OF NORFOLK, NEBRASKA; PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM and moved that the ordinance be passed on first reading. Said ordinance

was then read into the record by title by the City Clerk.

Roll call: Ayes: Arens, Webb, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: Granquist. Ordinance No. 5848 passed on first reading.

Councilmember McCarthy moved, seconded by Councilmember Murren, that the statutory rule requiring reading on three different days be suspended.

Roll call: Ayes: Arens, Webb, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: Granquist. The motion to suspend the rules was adopted by three-fourths of the Council and the statutory rule requiring reading on three different days was suspended for consideration of said ordinance.

Thereafter Councilmember McCarthy moved, seconded by Councilmember Murren, that the statutory rules requiring reading on three different days be suspended and for final passage of the ordinance. The Mayor then stated the question "Shall Ordinance No. 5848 be passed and adopted?"

Roll call: Ayes: Arens, Webb, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: Granquist. The passage and adoption of said ordinance having been concurred in by a majority of all members of the Council, the Mayor signed and approved the ordinance and the City Clerk attested the passage and adoption of the same and affixed her signature thereto. The Mayor then instructed the City Clerk to publish said Ordinance No. 5848 as required by law.

Public Hearing
(2024-2033 Capital Improvement Program)

A public hearing was held to discuss the 2024-2033 Capital Improvement Program which includes the 2023-2028 One and Six-Year Plan for Street Improvements. Director of Administrative Services Lyle Lutt provided information to the Mayor and City Council. The Capital Improvement Program is a ten-year outlook for purchases in excess of \$50,000 and is factored into the long-term financial plan. Each item has a funding source.

Director of Administrative Services Lyle Lutt provided an overview of the Capital Improvements Program and 1 & 6 Year Street Improvements Plan and discussed priority measures. Lutt noted that nothing listed is set in stone. The Capital Improvements Program and Street Plan have been reviewed by the Planning Commission.

Jim McKenzie, 1412 Longhorn Dr, said the CIP contemplates \$22 million of new debt, bringing total city debt to approximately \$64 million. Since FY2021-2022, the city's debt has almost tripled. This city's debt is rising quickly and shouldn't be taken lightly. The CIP includes a new sewer lift station, which is not necessary and will cost Norfolk citizens \$15 million. McKenzie suggested using Park and Landscaping dollars for public safety instead of issuing more debt.

Rod Wilke, 2401 Hardison Dr, spoke of concerns with the amount of money the city is spending at the taxpayer's expense and said priorities are in the wrong place and expenses are out of line.

David Jansma, 2307 Clearfield Dr, expressed concern with city spending and urged elected officials to put money where it needs to go.

Sosha Bohn, 1628 Mulberry Dr, had questions about how rankings of projects listed in the CIP are determined. Lutt explained that priorities are based on need. Bohn said streets need to be a priority, we need growth in the city, and increased transparency.

Jan Haberman, 204 E Phillip, expressed concern with the amount of money the city is borrowing, the effect those payments will have now and, in the future, and questioned why the choice was made to issue debt instead of increasing the tax request, which would increase transparency.

On September 6, 2023, the Norfolk Planning Commission held a public hearing regarding the 2024-2033 Capital Improvement Program, which included the 1 & 6 Year Street Improvements Plan. The City Clerk read the Planning Commission's recommendation for approval into the record.

No one else appeared either in favor of or in opposition to the 2024-2033 Capital Improvement Program and the Mayor declared the hearing closed.

Resolution No 2023-57
(2024-2033 Capital Improvement Program)

Councilmember Arens moved, seconded by Councilmember McCarthy, for adoption of Resolution No. 2022-57 approving the 2024-2033 Capital Improvement Program which includes the 2023-2028 One and Six-Year Plan for Street Improvements .

Roll call: Ayes: Arens, Webb, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: Granquist. Resolution No. 2023-57 was adopted.

Regular Agenda Items

Municipal Energy Distribution System Request for Qualifications

Councilmember McCarthy moved, seconded by Councilmember Murren, for approval to advertise for a Request for Qualifications (RFQ) from engineering firms for professional services for Municipal Energy Distribution System.

Public Works Director Steven Rames provided information to elected officials. The city currently has agreements with Nebraska Public Power District (NPPD) to manage our distribution system, as well as an agreement with NPPD to purchase power. Our agreement for management terminates January 1, 2031. Ahead of that deadline, if there is a desire to pursue something outside of renewing that agreement, we need to let NPPD know 5 years in advance. This request is soliciting qualifications from energy consultants to provide professional energy consulting services to assist the city in structuring and negotiating a new Professional Retail Operations Agreement with NPPD, and other consulting services related to energy conservation, micro grid development, and alternative energy development.

Jim McKenzie, 1412 Longhorn Drive, asked about the anticipated cost and increased lease payments from 12% to 14%. Rames said we have \$50,000 in the budget for the study. Rames said when we renegotiate with NPPD on the agreement, that option will be available. That is something that would need to be approved by Council.

Roll call: Ayes: Arens, Webb, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: Granquist.

Resolution No. 2023-58
(additional 1% increase in restricted fund authority)

Councilmember Arens moved, seconded by Councilmember McCarthy, for adoption of Resolution No. 2023-58 approving the additional 1% increase in restricted fund authority allowed upon the affirmative vote of at least 75% of the Council.

Senior Accountant Sheila Rios provided information to elected officials. This Resolution authorizes the additional 1% increase in restricted fund authority allowed under Section 13-519(2) of Nebraska Revised Statutes for fiscal year 2023-2024 and provides unused budget authority carried forward to the fiscal year ending September 30, 2025 which contains this additional 1% increase in restricted fund authority. This does not change the City's budget, but simply maintains maximum flexibility for future budgets.

Roll call: Ayes: Arens, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: Webb. Absent: Granquist. Resolution No. 2023-58 was adopted.

Ordinance No. 5849
(FY 2023-2024 appropriations, FY 2023-2024 proprietary budget and strategic plan)

Councilmember Arens introduced, seconded by Councilmember Snorton, Ordinance No. 5849 entitled: AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA, ADOPTING THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATION BILL; APPROPRIATING SUMS FOR NECESSARY EXPENSES AND LIABILITIES; ADOPTING THE PROPRIETARY BUDGET STATEMENT; ADOPTING THE STRATEGIC PLAN; PROVIDING FOR SEVERABILITY; PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND TAKE EFFECT; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM and moved that the ordinance be passed on first reading.

This is the City's annual appropriations ordinance. By passage of this ordinance, the Council will be adopting both the municipal budget and proprietary functions (water, sewer, solid waste, and stormwater) budget and the strategic plan.

City Administrator Andy Colvin provided information to the Mayor and City Council. The total FY2023-2024 budget increases 12.67% or \$14.9 million, primarily due to debt issuance for street improvements, water treatment plant upgrades and collector well, and Water Pollution Control grit removal and plant upgrade projects. The proposed budget includes a 1.12 cent property tax

levy reduction. The budget includes a \$5 million bond issue for street projects utilizing existing revenue. The budget also makes progress toward restoring the 16% general fund balance, which has been an ongoing goal for the Council.

Colvin presented a total expenditures comparison from FY 2022-2023 and FY 2023-2024 and a history of the total budget over the last ten years.

Colvin discussed General Fund Revenue Sources including sales tax, NPPD lease, property tax, rent and other revenues, charges for services, other taxes, licenses and permits, intergovernmental revenues, other interest income, and non-revenue receipts.

Assessed valuation for the City of Norfolk is up 8.32%, which was more than anticipated and allowed for a larger levy reduction. Colvin discussed the Airport levy and noted the Norfolk airport has its own elected board. So, while the City Council does exercise control over the airport's levy request, the City Council does not have control over their budget, which is why the airport levy is not included in the city's tax levy in comparison to other cities.

Colvin discussed the city's bonded indebtedness and how Norfolk compares to similar sized cities in Nebraska as well as the city's historical bonded indebtedness. A majority of the increase in bonded indebtedness is for streets and infrastructure.

Colvin also discussed infrastructure, quality of life and quality service components of the budget and highlighted projects related to Street Maintenance and Construction; Water/Sewer Infrastructure; Administration, Public Safety and Flood Control; Parks, Recreation and Trail Development. Colvin discussed projects that are included in the budget, but currently have no funding source. With no funding source, the projects do not happen. A review of the water and sewer master plans will be had at a future meeting. Funding for the projects will be considered separately.

Mayor Moenning said that while he has heard comments that the city's spending is out of control, noted that Norfolk currently has one of the lowest tax levies of all first class cities in Nebraska; our current debt levels, while higher in recent years to help pay for needed infrastructure improvements, are lower than many of our peer communities; we are currently not exercising any local option sales tax, unlike many of our peer communities; and we are not exercising any occupation tax or local lodging tax. Moenning feels the city is budgeting responsibly with tax dollars, and this budget is a responsible and prudent one, which manages to lower the property tax levy more than one cent, and is growth minded with focus on targeted investments.

Councilmember Clausen said that in the future, he would like to start the budget process earlier to allow for more discussion and transparency.

Jim McKenzie, 1412 Longhorn Dr, had comments on the debt comparison and tax levy comparison to other cities, which excludes the airport levy, and discussed the concern with increased debt issuance. McKenzie said several items in the budget totaling nearly \$4 million are being paid for by issuing debt. If these items were not paid for with debt and were included in the regular budget, the city's property tax levy would need to increase by 57%, so we are effectively

keeping the levy low by issuing debt. McKenzie said there has to be some controls on what the city is spending and urged elected officials to really look at every item and consider what the priorities are and to make sustainable choices.

David Jansma, 2307 Clearfield Dr, urged elected officials to do what is right for the citizens to make the community work.

Sosha Bohn, 1628 Mulberry Dr, said if the community wants to cut taxes, we need to look at the effects of that. If you cut taxes, programs are going to leave, people are going to leave and we're not going to grow.

Antoinette Hoeffler, 105 Morningside Dr, stressed the importance of transparency and the need to prioritize spending. Citizens pay taxes to not only the city, but to the county, public schools, and the college, which all adds up. Hoeffler urged elected officials to prioritize spending and refrain from getting into further debt.

Kim Davis, 310 Oak St, discussed concerns with increased taxes for the city, school and county, and said citizens are being taxed out of their livelihood. Davis said if the Council approves the budget as presented, they are not supporting citizens of Norfolk.

Ordinance No. 5849 was then read into the record by title by the City Clerk.

Roll call: Ayes: Arens, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: Webb.
Absent: Granquist. Ordinance No. 5849 passed on first reading.

Councilmember McCarthy moved, seconded by Councilmember Murren, that the statutory rule requiring reading on three different days be suspended.

Roll call: Ayes: Arens, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: Webb.
Absent: Granquist. The motion to suspend the rules was adopted by three-fourths of the Council and the statutory rule requiring reading on three different days was suspended for consideration of said ordinance.

Thereafter Councilmember McCarthy moved, seconded by Councilmember Murren, that the statutory rules requiring reading on three different days be suspended and for final passage of the ordinance. The Mayor then stated the question "Shall Ordinance No. 5849 be passed and adopted?"

Roll call: Ayes: Arens, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: Webb.
Absent: Granquist. The passage and adoption of said ordinance having been concurred in by a majority of all members of the Council, the Mayor signed and approved the ordinance and the City Clerk attested the passage and adoption of the same and affixed her signature thereto. The Mayor then instructed the City Clerk to publish said Ordinance No. 5849 as required by law.

Resolution No, 2023-59
(2023-2024 property tax requests)

Councilmember Arens moved, seconded by Councilmember McCarthy, for adoption of Resolution No. 2023-59 approving the property tax requests for fiscal year 2023-2024 in amounts different than fiscal year 2022-2023.

Senior Accountant Sheila Rios provided information to elected officials. This resolution is required by Section 77-1632 of Nebraska Revised Statutes to approve property tax requests in amounts different than the prior year. This is the action item that sets the property tax amounts. The public hearing relating to this resolution was on September 14, 2023. Rios noted the resolution lists the public hearing date as September 7 instead of September 14. Debt service property tax does not change. The Vehicle Parking District levies the maximum 35 cents allowed by law. The assessed valuation of the District increased \$978,820 or 3.37% from the prior year resulting in a \$3,426 increase in property tax levied. The General Fund property tax increases \$288,777. This results in a property tax decrease of 1.12%.

Kim Davis, 310 Oak Street, asked if the City of Norfolk is considered “Norfolk 2” on the joint public hearing notices received by citizens regarding tax increases. Moenning clarified that “Norfolk 2” is Norfolk Public School System. Cindy Booth, Norfolk School Board Member, noted that the school board had previously voted to not increase the levy amount and Norfolk Public Schools is no longer required to attend the joint hearing.

Councilmember Arens moved, seconded by Councilmember Murren to amend Resolution 2023-59 to correct the incorrect public hearing date notated from September 7 to September 14.

Roll call: Ayes: Arens, Webb, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: Granquist. Motion to amend was approved.

On the underlying motion to adopt Resolution 2023-59: Roll call: Ayes: Arens, Webb, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: Granquist. Resolution No. 2023-59 was adopted as amended.

Ordinance No. 5850

(FY 2023-2024 Classification and Pay Plan)

Councilmember Arens introduced, seconded by Councilmember Hildebrand, Ordinance No. 5850 entitled: AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA, CLASSIFYING THE EMPLOYEES OF THE CITY: FIXING THE RANGES OF COMPENSATION OF SUCH EMPLOYEES: PROVIDING A PAY RANGE REPEALING ORDINANCE NO. 5746; PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND WHEN THIS ORDINANCE SHALL TAKE EFFECT and moved that the ordinance be passed on first reading.

Senior Accountant Sheila Rios provided information to elected officials. This ordinance implements the classification and pay plan that are included in the 2023-2024 budget.

Director of Administrative Services Lyle Lutt explained this is the pay plan the city has for all

full-time positions across all divisions, designated by title, and minimum and maximum salaries per month.

Jim McKenzie, 1412 Longhorn Dr, discussed concerns with the addition of an Assistant Director of Parks and Recreation and questioned how this happened. This position was filled in the summer of 2022, but was not included in the FY2022-2023 classification and pay plan ordinance. McKenzie asked if that position and pay were ever approved by Council. City Administrator Andy Colvin said it was not, but is something that has happened before. Colvin would have the administrative authority to make that change during the course of the budget year, if able to do so within budget. McKenzie noted that per State Statute 16-310, the officers and employees of a city of the first class shall receive compensation as the Mayor and City Council fix by ordinance. This position and pay were not fixed by ordinance. Colvin said this was a retitling of a position which was reclassified to a level based on the needs of the job being done.

Ordinance No. 5850 was then read into the record by title by the City Clerk.

Roll call: Ayes: Arens, Webb, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: Granquist. Ordinance No. 5850 passed on first reading.

Councilmember Arens moved, seconded by Councilmember McCarthy, that the statutory rule requiring reading on three different days be suspended.

Roll call: Ayes: Arens, Webb, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: Granquist. The motion to suspend the rules was adopted by three-fourths of the Council and the statutory rule requiring reading on three different days was suspended for consideration of said ordinance.

Thereafter Councilmember Arens moved, seconded by Councilmember McCarthy, that the statutory rules requiring reading on three different days be suspended and for final passage of the ordinance. The Mayor then stated the question "Shall Ordinance No. 5850 be passed and adopted?"

Roll call: Ayes: Arens, Webb, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: Granquist. The passage and adoption of said ordinance having been concurred in by a majority of all members of the Council, the Mayor signed and approved the ordinance and the City Clerk attested the passage and adoption of the same and affixed her signature thereto. The Mayor then instructed the City Clerk to publish said Ordinance No. 5850 as required by law.

Embris Group, LLC contract
(Regional Detention Planning Study)

Councilmember Murren moved, seconded by Councilmember Snorton, for approval of a professional services contract with Embris Group, LLC, for a Regional Detention Planning Study for an amount not to exceed \$65,700.00.

Public Works Director Steven Rames provided information to the Mayor & City Council. This project includes planning assessment of potential and existing retention/detention systems throughout the city. The planning study will include preparation of documents that will review past retention/detention reports, analyze existing retention/detention system for potential crediting, and support the decision-making process for moving the project into engineering design. This project will also include a brief investigation of the potential funding opportunities for the project. Funding for this project will come from stormwater fees.

Roll call: Ayes: Arens, Webb, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: Granquist.

Huff Construction, LLC contract

(Johnson's Park Improvement Project Bid Package 3 for park structures project)

Councilmember Snorton moved, seconded by Councilmember Hildebrand, for approval to award a contract to Huff Construction, LLC of Norfolk, NE for the Johnson's Park Improvement Project Bid Package 3 (park structures) project for an amount of \$288,900.00.

Parks and Recreation Director Nathan Powell provided information to elected officials. On September 7, 2023, one bid was received. The bid submitted was within the engineer's estimate. In this package, Huff Construction will furnish and install three picnic shelters along with their foundations and concrete pads. Huff Construction will also furnish and install the amphitheater structure, along with stage and soundwall. This is one of five bid packages for the Johnson Park Improvement project.

Roll call: Ayes: Arens, Webb, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: Granquist.

Huff Construction, LLC bid award

(Johnson Park sport court, ice rink and water feature)

Councilmember Snorton moved, seconded by Councilmember Murren, for approval to award a bid and enter into a contract with Huff Construction, LLC of Norfolk, Nebraska, to build a sport court, ice rink and water feature at Johnson Park in the amount of \$755,047.

Parks and Recreation Director Nathan Powell provided information to elected officials. This is a request to accept the bid and enter into an agreement with Huff Construction Inc. to build a sport court, ice rink, and water feature at Johnson Park. This was in the original bid for Johnson Park construction, but the bid was rejected by council on May 15, 2023, due to a single high bidder. This portion of the project was readvertised, but no bids were submitted. As such, staff worked to find a general contractor to tackle both projects. Savings were found by negotiating the price down and using alternate water feature manufacturers. This will be funded through the ARPA grant with the Nebraska Department of Natural Resources in the amount of \$690,000 along with the riverfront improvement project funds. Anticipated completion is July 2024.

Chris Daniels, 3800 Meadowlark Ln, with Huff Construction, said the ice rink will be supplied

by Custom Ice and discussed the water feature bidding process.

Roll call: Ayes: Arens, Webb, McCarthy, Murren, Snorton, Clausen. Nays: Hildebrand.
Absent: Granquist.

Huff Construction, LLC negotiations for designing and building of Skyview Park fishing dock

Councilmember Webb moved, seconded by Councilmember Snorton, for approval to enter into negotiations with Huff Construction, LLC of Norfolk, Nebraska, for designing and building the fishing dock at Skyview Park.

Parks and Recreation Director Nathan Powell provided information to elected officials and discussed the city's Design-Build process. The request for fishing dock proposals were sent out on July 5th to three firms that provided letters of interest. We received one proposal back to build a fishing dock at Skyview Lake from Huff Construction Inc. The design-build selection committee met and agreed to negotiate a contract with Huff Construction Inc. to design and build a fishing dock at Skyview Lake. This is part of the Mahlon B. Kohler Donation in the amount of \$250,000. The fishing dock and installation is expected to cost \$240,000.

Councilmember Arens had questions about the design-build process as city policy states two bids must be received, and we only received one. Public Works Director Steven Rames said while that is in our policy, the intent is not to preclude negotiations if we only receive one proposal. Arens stressed that we need to make sure we honor the donation and follow exactly what the family wants to see.

Councilmember Arens moved, seconded by Councilmember Snorton to table approval to negotiate with Huff Construction, LLC of Norfolk, Nebraska, for designing and building the fishing dock at Skyview Park.

Roll call: Ayes: Arens, Webb, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: Granquist. Motion to table approved.

A & R Construction Co. contract
(Norfolk Levee Trail Connection, East Norfolk Avenue by Levee)

Councilmember Hildebrand moved, seconded by Councilmember Snorton, for approval to award a contract to A & R Construction Co. of Plainview, NE for the Norfolk Levee Trail Connection of Norfolk Avenue project (East Norfolk Avenue by Levee) for an amount of \$134,760.27 to complete the project.

Public Works Director Steven Rames provided information to elected officials. On September 14, 2023 one bid was received. The bid submitted was within the engineer's estimate. This will connect into Arrow Stage Lines from Boxelder to the top of the levy. Rames said he anticipates some construction activity yet this year.

Roll call: Ayes: Arens, Webb, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays:

None. Absent: Granquist.

United Contractors, Inc., Change Order No. 5
(1st Street Bridge and Instream Improvements project)

Councilmember Arens moved, seconded by Councilmember Murren, for approval of Change Order No. 5 with United Contractors, Inc. for the 1st Street Bridge and Instream Improvements project resulting in a net increase of \$52,141.51.

Public Works Director Steven Rames provided information to elected officials. Deck seals are not always done on municipal projects but are occurring more often and is something that would be beneficial here. The window to get this work done is pretty tight, as we would want this done within the next three weeks, which is why it is being brought as a change order, as there is not time to bid a separate project out. Change Order No. 5 provides for epoxy polymer overlay on the bridge resulting in a net increase of \$52,141.51, resulting in a new contract amount of \$10,943,762.16.

Roll call: Ayes: Arens, Webb, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: Granquist.

Ordinance No. 5851
(Madison Avenue parking restriction)

Councilmember Arens introduced, seconded by Councilmember Hildebrand, Ordinance No. 5851 entitled: AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA TO AMEND SECTION 24-164 OF THE OFFICIAL CITY CODE TO RESTRICT PARKING ON THE NORTH SIDE OF MADISON AVENUE FROM 3RD STREET TO 100 FEET WEST OF WEST PROPERTY LINE OF 3RD STREET; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM and moved that the ordinance be passed on first reading.

Police Chief Don Miller provided information to elected officials. Construction was recently completed for a food service business on the northwest corner of 3rd St and Madison Avenue. The food service includes a drive through window that enters from Madison Avenue. To provide an area for traffic to stage without backing up westbound traffic, Norfolk Police proposes a no parking area on the north side of Madison Avenue from the intersection of 3rd St and Madison Avenue west 100 feet. This restriction would likely eliminate four diagonal parking spaces on Madison Avenue.

Councilmembers discussed issues with restricting public parking for a private business and concerns with having drive through businesses downtown.

Ordinance No. 5851 was then read into the record by title by the City Clerk.

Roll call: Ayes: Arens, Webb, McCarthy, Murren, Snorton and Clausen. Nays: Hildebrand.

Absent: Granquist. Ordinance No. 5851 passed on first reading.

Public Comment Period

Jim McKenzie, 1412 Longhorn Dr, said several months ago, he had asked for a change in policy to allow public comment on a more regular basis and nothing has changed. Councilmember McCarthy said he feels allowing public comment at every other meeting would be a good idea. McKenzie also discussed concerns with pay raises being determined by the City Administrator without Council approval.

Kim Davis, 310 Oak St, had questions regarding the recent Downtown Norfolk Area blight and substandard determination. Economic Development Director Candice Alder explained that this area was previously declared blighted and substandard several years ago and was simply redesignated for purposes of applying for grants in the downtown area.

Paula Pennington, 306 Oak St, discussed upgraded lighting on Benjamin Avenue and concerns with the water feature in Johnson Park.

Brad Brooks, 2204 Highland Dr, said nothing has been done to address the renovation of the Police Station and suggested having a group of citizens and city representatives to discuss a plan to address the Police Station renovation. Brooks stressed the need for an adequate facility for the Police Department, and said he wants to drive action to move this forward.

There being no further business, the Mayor declared the meeting adjourned at 9:01 p.m.

Josh Moenning
Mayor

ATTEST:

Brianna Duerst
City Clerk

(S E A L)

I, the undersigned Clerk, hereby certify that the foregoing is the full, true and correct original document of proceedings of Monday, September 18, 2023, had and done by the Mayor and City Council; that all of the subjects included in the proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to the meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of

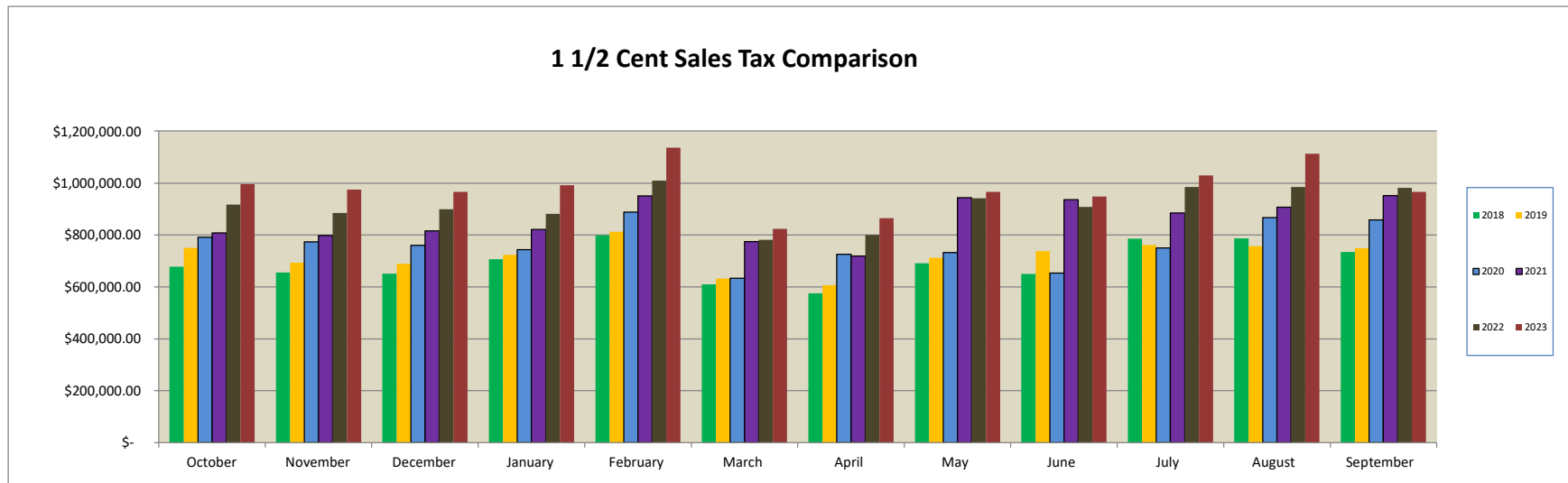
said meeting and the subjects to be discussed at said meeting.

Brianna Duerst
City Clerk

(S E A L)

CITY OF NORFOLK
1 1/2 CENT SALES TAX COMPARISON
2018 - 2023

PAYMENT DATE	2022						2023		CHANGE 2022 TO 2023		BUDGET VARIANCE	
	2018	2019	2020	2021	2022	2023	BUDGET					
October	\$ 678,401.87	\$ 749,907.08	\$ 791,667.22	\$ 807,699.88	\$ 916,869.52	\$ 995,864.82	\$ 939,668.43	\$ 78,995.30	8.62%	\$ 56,196.39	5.98%	
November	\$ 654,681.26	\$ 693,592.86	\$ 773,622.59	\$ 798,022.46	\$ 884,430.97	\$ 974,723.28	\$ 907,229.88	\$ 90,292.31	10.21%	\$ 67,493.40	7.44%	
December	\$ 651,260.81	\$ 688,673.25	\$ 760,004.07	\$ 815,440.55	\$ 899,492.96	\$ 965,286.05	\$ 922,291.87	\$ 65,793.09	7.31%	\$ 42,994.18	4.66%	
January	\$ 705,769.95	\$ 722,650.88	\$ 743,508.54	\$ 821,520.19	\$ 881,000.94	\$ 991,455.26	\$ 903,799.85	\$ 110,454.32	12.54%	\$ 87,655.41	9.70%	
February	\$ 799,180.83	\$ 812,345.69	\$ 887,425.53	\$ 950,153.16	\$ 1,009,091.07	\$ 1,135,957.92	\$ 1,031,889.98	\$ 126,866.85	12.57%	\$ 104,067.94	10.09%	
March	\$ 610,326.58	\$ 632,492.20	\$ 633,342.26	\$ 774,090.95	\$ 781,268.81	\$ 823,190.27	\$ 804,067.72	\$ 41,921.46	5.37%	\$ 19,122.55	2.38%	
April	\$ 575,250.20	\$ 606,371.26	\$ 725,373.93	\$ 719,690.10	\$ 800,199.17	\$ 864,336.75	\$ 822,998.08	\$ 64,137.58	8.02%	\$ 41,338.67	5.02%	
May	\$ 690,707.66	\$ 712,360.98	\$ 733,041.40	\$ 943,475.10	\$ 941,437.19	\$ 965,402.83	\$ 966,326.78	\$ 23,965.64	2.55%	\$ (923.95)	-0.10%	
June	\$ 649,735.86	\$ 738,010.16	\$ 653,114.23	\$ 935,611.73	\$ 907,696.57	\$ 948,479.55	\$ 959,455.98	\$ 40,782.98	4.49%	\$ (10,976.43)	-1.14%	
July	\$ 785,104.37	\$ 761,157.69	\$ 750,322.72	\$ 883,844.67	\$ 985,039.55	\$ 1,029,422.05	\$ 907,688.92	\$ 44,382.50	4.51%	\$ 121,733.13	13.41%	
August	\$ 786,723.11	\$ 756,686.77	\$ 866,997.21	\$ 907,083.35	\$ 984,190.94	\$ 1,112,393.81	\$ 930,927.60	\$ 128,202.87	13.03%	\$ 181,466.21	19.49%	
September	\$ 734,838.03	\$ 748,664.90	\$ 857,175.30	\$ 951,421.42	\$ 981,225.96	\$ 965,491.99	\$ 975,265.67	\$ (15,733.97)	-1.60%	\$ (9,773.68)	-1.00%	
TOTALS	\$8,321,980.52	\$8,622,913.72	\$9,175,595.00	\$ 10,308,053.56	\$ 10,971,943.65	\$ 11,772,004.58	\$ 11,071,610.76	\$ 800,060.93	7.29%	\$ 700,393.82	6.33%	



City of Norfolk, 309 North 5th Street, Norfolk, Nebraska 68701

**SANITARY SEWER
EASEMENT**

THIS SANITARY SEWER EASEMENT (this "Easement") is made and entered into effective as of the ____ day of _____, 2023, by and between RAY HAASE & MARY HAASE, husband and wife, whose mailing address for notice purposes hereunder is, 1801 S. 1st Street, Norfolk, NE 68701-6410, hereinafter referred to as "OWNER", and the CITY OF NORFOLK, NEBRASKA, a Municipal Corporation, whose mailing address for notice purposes hereunder is, City of Norfolk, 309 North 5th Street, Norfolk, Nebraska 68701, hereinafter referred to as "CITY."

WITNESSETH:

WHEREAS, OWNER currently owns and has title to the real estate hereinafter described as:

The West 301 ft. of lots 34 and 35, Homestead Acres to the City of Norfolk, Madison County, Nebraska; and

WHEREAS, CITY desires permanent and temporary easements allowing for the construction and maintenance of a sanitary sewer project.

NOW THEREFORE, it is agreed as follows:

1. OWNER hereby grants, assigns, and sets over to CITY a non-exclusive permanent easement for construction, maintenance and repair of a sanitary sewer system over, on and under the following property shown and described as:

**SEE ATTACHED EXHIBIT "8"
PERMANENT EASEMENT LEGAL DESCRIPTION**

OWNER shall fully use and enjoy the aforesaid permanent easement area, except as to the rights herein granted. OWNER covenants and agrees that no other buildings, structures or permanent improvements of any kind whatsoever shall be erected or placed in, on, over or across the permanent easement area described in this paragraph. For purposes of this paragraph, "permanent improvements" shall not include hard surfacing, which OWNER shall be allowed to place on, over and across the above-described permanent easement area.

2. OWNER does hereby grant, assign, and set over to CITY a non-exclusive temporary easement for the construction of a sanitary sewer system over, on and under the following property shown and described as:

**SEE ATTACHED EXHIBIT "8A"
TEMPORARY EASEMENT LEGAL DESCRIPTION**

OWNER shall fully use and enjoy the aforesaid temporary easement area, except as to the rights herein granted and except as to the right to erect permanent buildings or structures or install parking or hard surfacing on the temporary easement area described in this paragraph.

3. OWNER does hereby grant, assign, and set over to CITY a non-exclusive temporary easement for the construction of a sanitary sewer system over, on and under the following property shown and described as:

**SEE ATTACHED EXHIBIT "8B"
TEMPORARY EASEMENT LEGAL DESCRIPTION**

OWNER shall fully use and enjoy the aforesaid temporary easement area, except as to the rights herein granted and except as to the right to erect permanent buildings or structures or install parking or hard surfacing on the temporary easement area described in this paragraph.

4. CITY shall restore any surfaces damaged due to sanitary sewer system maintenance or repairs to conditions substantially similar to conditions existing prior to the sanitary sewer system maintenance or repairs, all as approved by OWNER.
5. All rights to the temporary easement and temporary easement area shall automatically expire and be relinquished to OWNER (i) upon completion of construction of the sanitary sewer system and its acceptance by CITY, or (ii) on May 1, 2024, whichever first occurs.

6. OWNER agrees that for and in consideration of the sum of Fifty-Nine Dollars and 43 Cents (\$59.43), and other valuable consideration, cash in hand, the receipt of which is hereby acknowledged, OWNER has this day bargained and sold and by these presents does bargain, sell, convey, transfer, and deliver unto CITY the aforesaid easements.

7. CITY hereby waives any defects in the aforesaid permanent and temporary easement areas and acknowledges and accepts such easement areas in their "AS IS", "WHERE IS", "WITH ALL FAULTS" condition "SUBJECT TO ALL DEFECTS" and as suitable for its intended uses. OWNER shall have no, and hereby disclaims any, obligation whatsoever to maintain, repair, rehabilitate, operate, alter, or improve the permanent and temporary easement areas, or other land areas adjacent thereto. OWNER hereby disclaims any and all warranties whatsoever with respect to the permanent and temporary easement areas, including without limitation, warranties of title (statutory or otherwise) and warranties as to fitness for a particular purpose and suitability for CITY's uses. CITY hereby acknowledges that this Easement is subject to any and all covenants, conditions, restrictions, exceptions, easements and rights-of-way, whether recorded, unrecorded or revealed by an inspection of such easement areas.

8. The parties expressly agree that there is no intent herein to convey any other rights except those that are granted in this Easement. This Easement does not, and shall not be construed to grant any rights to the public in general. The terms and provisions of this Easement are intended solely for the benefit of OWNER and CITY, and are not intended to confer third- party beneficiary rights upon any other person or entity whatsoever. The parties do not intend for this Easement to convey fee title in any form or any other interest other than the non-exclusive easements for the uses set forth herein. The relationship between the parties established by this Easement is solely that of grantor and grantee. Nothing contained herein shall constitute the CITY as an agent, partner, or joint venturer of OWNER; and nothing contained herein shall grant CITY the right or authority to create any obligation of any kind on behalf of OWNER.

9. CITY shall be responsible for and shall indemnify, defend, protect and hold OWNER harmless against and from all claims, demands, suits, judgments, liabilities, costs (including attorneys' fees) and expenses occasioned by any death, personal injury, or loss of or damage to any property arising out of: (i) CITY's uses of the aforesaid permanent and temporary easement areas; (ii) CITY's breach of any provision contained herein; or (iii) the negligence or willful misconduct of CITY, except to the extent that such death,

personal injury, or loss of or damage to property results from the negligent, intentional or willful acts or misconduct of OWNER, its agents, guests, invitees or employees. CITY shall also indemnify, protect and hold OWNER harmless against and from all claims, demands, suits, judgments, liabilities, costs (including attorneys' fees) and expenses for any personal injury to or death of any person or persons whomsoever, damage to or loss of any property whatsoever, and all penalties arising or growing out of CITY's release or disposal of any hazardous material, substance or waste onto the ground or into the water or air from or upon the permanent and/or temporary easement areas, except to the extent that such release or disposal is caused by the negligence or willful misconduct of OWNER.

10. CITY shall maintain Worker's Compensation and Liability Insurance. It is understood that CITY may self-insure any portion of these insurance coverages. CITY will require evidence of applicable insurance coverage from any contractors or subcontractors that perform work for CITY in the aforesaid permanent and temporary easement areas.
11. This Easement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument. No provision of this Easement shall be interpreted for or against either party on the basis that such party drafted such provision; and no presumption or burden of proof shall arise favoring or disfavoring either party by virtue of the authorship of any provision of this Easement.
12. This Easement may not be leased or assigned by CITY, in whole or in part, without the prior written consent of OWNER; and any purported lease or assignment without such consent shall be null and void, ab initio, and of no force or effect. Subject to the foregoing, the rights, conditions and provisions of this Easement shall run with the land and shall insure to the benefit of, and be binding upon, OWNER and CITY and their respective successors in interest in the real estate, heirs, successors, personal representatives and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Easement by signing separate signature pages hereof.

[The remainder of this page is left blank intentionally.]

OWNER:

RAY HAASE & MARY HAASE

BY: Ray Haase
Ray Haase

BY: Mary Haase
Mary Haase

STATE OF NEBRASKA)
) ss
COUNTY OF MADISON)

On this 13th day of September, 2023, before me, the undersigned, a Notary Public in and for Madison County and said State, personally came Ray Haase, to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be his voluntary act and deed.

Witness my hand and official seal on the day and year written above:

[NOTARY SEAL]



Kelli J. Svitek
Notary Public Signature

Kelli J. Svitek
Notary Public — Printed Name

My commission expires the 16th day of May, 2027

STATE OF NEBRASKA)
) ss
COUNTY OF MADISON)

On this 13th day of September, 2023, before me, the undersigned, a Notary Public in and for Madison County and said State, personally came Mary Haase, to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be her voluntary act and deed.

Witness my hand and official seal on the day and year written above:

[NOTARY SEAL]



Kelli J. Svitek
Notary Public Signature

Kelli J. Svitek
Notary Public — Printed Name

My commission expires the 16th day of May, 2027

[The remainder of this page is left blank intentionally.]

ACCEPTANCE BY CITY

Accepted this _____ day of _____, 2023, by the CITY OF NORFOLK, NEBRASKA, a Municipal Corporation.

ATTEST:

Brianna Duerst, City Clerk

Josh Moenning, Mayor

(S E A L)

Approved as to form:

Danielle Myers – Noelle, City Attorney

STATE OF NEBRASKA)
) ss
COUNTY OF MADISON)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said County and State, personally came Josh Moenning, Mayor, and Brianna Duerst, City Clerk, of the CITY OF NORFOLK, NEBRASKA, a Municipal Corporation, to me known to be the identical person or persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed on behalf of the corporation.

Witness my hand and official seal on the day and year written above:

[NOTARY SEAL]

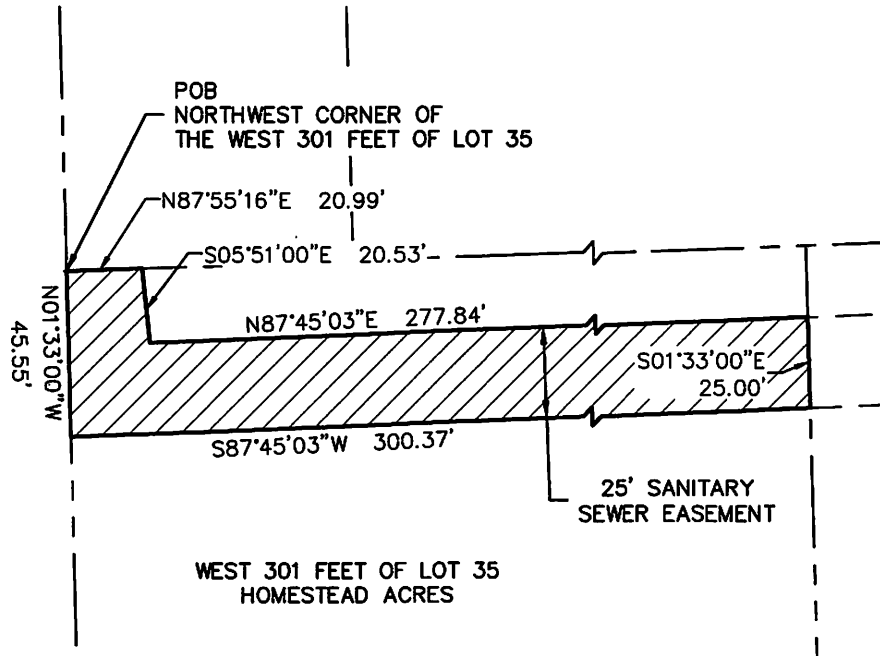
Notary Public – Signature

Notary Public – Printed Name

My commission expires the _____ day of _____, 20____

SANITARY SEWER EASEMENT

CITY OF NORFOLK, MADISON COUNTY, NEBRASKA



LEGEND

- EXISTING PROPERTY LINE
- PROPOSED SANITARY SEWER EASEMENT

25' SANITARY SEWER EASEMENT DESCRIPTION

A 25 FOOT SANITARY SEWER EASEMENT LOCATED IN PART OF THE WEST 301 FEET OF LOT 35, HOMESTEAD ACRES TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

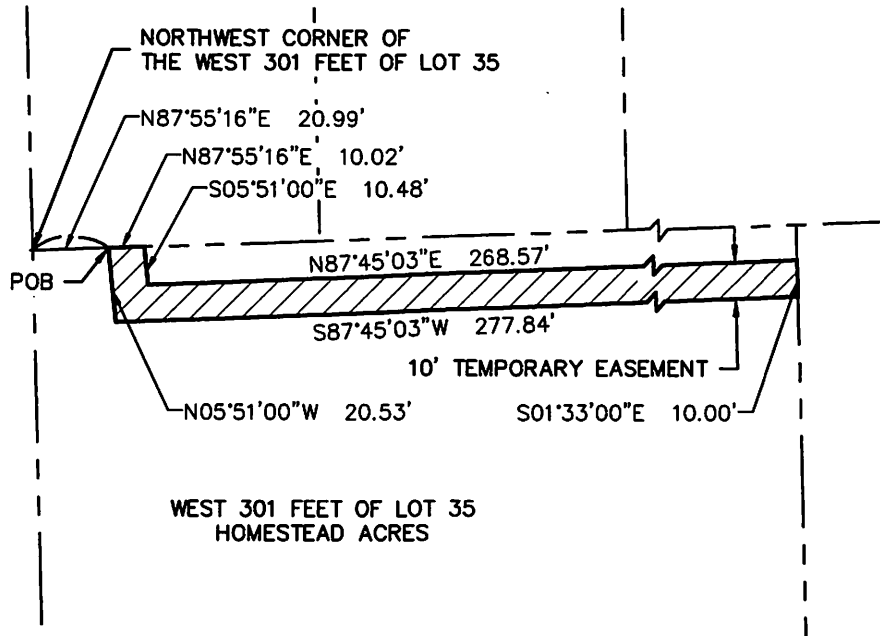
COMMENCING AT THE NORTHWEST CORNER OF THE WEST 301 FEET OF LOT 35, HOMESTEAD ACRES TO THE CITY OF NORFOLK, MADISON COUNTY, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF 87°55'16"E, ON THE NORTH LINE OF THE WEST 301 FEET OF LOT 35, A DISTANCE OF 20.99 FEET; THENCE S05°51'00"E, A DISTANCE OF 20.53 FEET; THENCE N87°45'03"E, A DISTANCE OF 277.84 FEET TO A POINT ON THE EAST LINE OF THE WEST 301 FEET OF LOT 35; THENCE S01°33'00"E, ON SAID EAST LINE OF THE WEST 301 FEET OF LOT 35, A DISTANCE OF 25.00 FEET; THENCE S87°45'03"W, A DISTANCE OF 300.37 FEET TO A POINT ON THE WEST LINE OF THE WEST 301 FEET OF LOT 35; THENCE N01°33'00"W, ON SAID WEST LINE OF THE WEST 301 FEET OF LOT 35, A DISTANCE OF 45.55 FEET TO THE POINT OF BEGINNING. SAID 25 FOOT SANITARY SEWER EASEMENT CONTAINS A CALCULATED AREA OF 7,955.70 SQUARE FEET OR 0.18 ACRES MORE OR LESS.

USER: kwalker
 DWG: F:\2022\02501-03000\022-02759\40-Design\Exhibits\PERM EASE_SAN_02202759.dwg
 DATE: Aug 02, 2023 12:56pm
 XREFS: C:\P\T\02202759_V_XTOPO_SFC_02202759

PROJECT NO: 022-02759	SANITARY SEWER EASEMENT	1103 Riverside Blvd. Norfolk, NE. 68701 TEL 402.347.5434	EXHIBIT 8
DRAWN BY: TRE	olsson		
DATE: 2/23/23			

TEMPORARY EASEMENT

CITY OF NORFOLK, MADISON COUNTY, NEBRASKA



LEGEND

- EXISTING PROPERTY LINE
- PROPOSED TEMPORARY EASEMENT

10' TEMPORARY EASEMENT DESCRIPTION

A 10 FOOT TEMPORARY EASEMENT LOCATED IN PART OF THE WEST 301 FEET OF LOT 35, HOMESTEAD ACRES TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

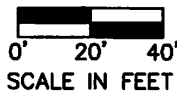
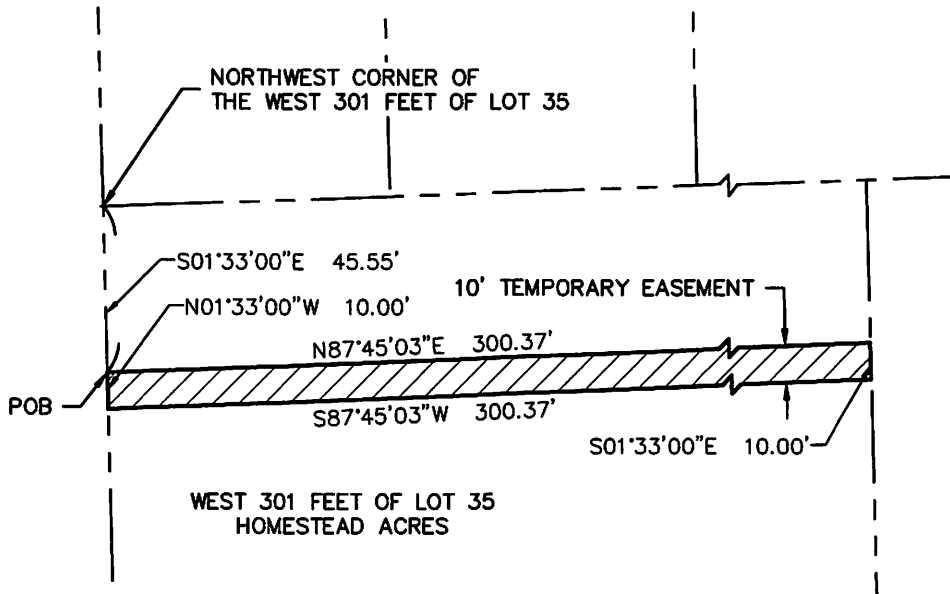
COMMENCING AT THE NORTHEAST CORNER OF THE WEST 301 FEET OF LOT 35, HOMESTEAD ACRES TO THE CITY OF NORFOLK, MADISON COUNTY; THENCE ON AN ASSUMED BEARING OF N87°55'16"E, ON THE NORTH LINE OF THE WEST 301 FEET OF LOT 35, A DISTANCE OF 20.99 FEET; THENCE CONTINUING N87°55'16"E, ON SAID NORTH LINE OF THE WEST 301 FEET OF LOT 35, A DISTANCE OF 10.02 FEET; THENCE S05°51'00"E, A DISTANCE OF 10.48 FEET; THENCE N87°45'03"E, A DISTANCE OF 268.50 FEET TO A POINT ON THE EAST LINE OF THE WEST 301 FEET OF LOT 35; THENCE S01°33'00"E, ON SAID SOUTH LINE OF THE WEST 301 FEET OF LOT 35, A DISTANCE OF 10.00 FEET; THENCE S87°45'03"W, A DISTANCE OF 277.84 FEET; THENCE N05°51'00"W, A DISTANCE OF 20.53 FEET TO THE POINT OF BEGINNING. SAID 10 FOOT TEMPORARY EASEMENT CONTAINS A CALCULATED AREA OF 2,887.06 SQUARE FEET OR 0.07 ACRES MORE OR LESS.

USER: kwdiker
 DWG: F:\2022\02501-03000\022-02759-40-Design\Exhibits\TEMP EASE_SAN_02202759.dwg
 DATE: Aug 02, 2023 12:56pm
 XREFS: V_XTOPO_SPC_02202759 C_PUTIL_02202759

PROJECT NO: 022-02759	TEMPORARY EASEMENT	1103 Riverside Blvd. Norfolk, NE. 68701 TEL 402.347.5434	EXHIBIT 8A
DRAWN BY: TRE			
DATE: 3/3/23			

TEMPORARY EASEMENT

CITY OF NORFOLK, MADISON COUNTY, NEBRASKA



LEGEND

- EXISTING PROPERTY LINE
- PROPOSED TEMPORARY EASEMENT

10' TEMPORARY EASEMENT DESCRIPTION

A 10 FOOT TEMPORARY EASEMENT LOCATED IN PART OF THE WEST 301 FEET OF LOT 35, HOMESTEAD ACRES TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE WEST 301 FEET OF LOT 35, HOMESTEAD ACRES TO THE CITY OF NORFOLK, MADISON COUNTY; THENCE ON AN ASSUMED BEARING OF S01°33'00"E, ON THE WEST LINE OF THE WEST 301 FEET OF LOT 35, A DISTANCE OF 45.55 FEET TO THE POINT OF BEGINNING; THENCE N87°45'03"E, A DISTANCE OF 300.37 FEET TO A POINT ON THE EAST LINE OF THE WEST 301 FEET OF LOT 35; THENCE S01°33'00"E, ON SAID EAST LINE OF THE WEST 301 FEET OF LOT 35, A DISTANCE OF 10.00 FEET; THENCE S87°45'03"W, A DISTANCE 300.37 FEET TO A POINT ON THE WEST LINE OF THE WEST 301 FEET OF LOT 35; THENCE N01°33'00"W, ON SAID WEST LINE OF THE WEST 301 FEET OF LOT 35, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. SAID 10 FOOT TEMPORARY EASEMENT CONTAINS A CALCULATED AREA OF 3,003.68 SQUARE FEET OR 0.07 ACRES MORE OR LESS.

USER: kwalker
 DWG: F:\2022\02501-03000\022-02759\40-Design\Exhibits\TEMP EASE_SAN_02202759.dwg
 DATE: Aug 02, 2023 12:56pm
 XREFS: V_XTOPO_SPC_02202759 C_PUTIL_02202759

PROJECT NO: 022-02759	TEMPORARY EASEMENT	olsson	1103 Riverside Blvd. Norfolk, NE. 68701 TEL 402.347.5434	EXHIBIT
DRAWN BY: TRE				8B
DATE: 3/3/23				

City of Norfolk, 309 North 5th Street, Norfolk, Nebraska 68701

**SANITARY SEWER
EASEMENT**

THIS SANITARY SEWER EASEMENT (this "Easement") is made and entered into effective as of the ____ day of _____, 2023, by and between RAY HAASE & MARY HAASE, husband and wife, whose mailing address for notice purposes hereunder is, 1801 S. 1st Street, Norfolk, NE 68701-6410, hereinafter referred to as "OWNER", and the CITY OF NORFOLK, NEBRASKA, a Municipal Corporation, whose mailing address for notice purposes hereunder is, City of Norfolk, 309 North 5th Street, Norfolk, Nebraska 68701, hereinafter referred to as "CITY."

WITNESSETH:

WHEREAS, OWNER currently owns and has title to the real estate hereinafter described as:

The West 80 ft. of lot 36, Homestead Acres to the City of Norfolk, Madison County, Nebraska; and

WHEREAS, CITY desires permanent and temporary easements allowing for the construction and maintenance of a sanitary sewer project.

NOW THEREFORE, it is agreed as follows:

1. OWNER hereby grants, assigns, and sets over to CITY a non-exclusive permanent easement for construction, maintenance and repair of a sanitary sewer system over, on and under the following property shown and described as:

SEE ATTACHED EXHIBIT "9"
PERMANENT EASEMENT LEGAL DESCRIPTION

OWNER shall fully use and enjoy the aforesaid permanent easement area, except as to the rights herein granted. OWNER covenants and agrees that no other buildings, structures or permanent improvements of any kind whatsoever shall be erected or placed in, on, over or across the permanent easement area described in this paragraph. For purposes of this paragraph, "permanent improvements" shall not include hard surfacing, which OWNER shall be allowed to place on, over and across the above-described permanent easement area.

2. OWNER does hereby grant, assign, and set over to CITY a non-exclusive temporary easement for the construction of a sanitary sewer system over, on and under the following property shown and described as:

**SEE ATTACHED EXHIBIT "9A"
TEMPORARY EASEMENT LEGAL DESCRIPTION**

OWNER shall fully use and enjoy the aforesaid temporary easement area, except as to the rights herein granted and except as to the right to erect permanent buildings or structures or install parking or hard surfacing on the temporary easement area described in this paragraph.

3. CITY shall restore any surfaces damaged due to sanitary sewer system maintenance or repairs to conditions substantially similar to conditions existing prior to the sanitary sewer system maintenance or repairs, all as approved by OWNER.
4. All rights to the temporary easement and temporary easement area shall automatically expire and be relinquished to OWNER (i) upon completion of construction of the sanitary sewer system and its acceptance by CITY, or (ii) on May 1, 2024, whichever first occurs.
5. OWNER agrees that for and in consideration of the sum of Two Hundred Sixty-Nine Dollars and 27 Cents (\$269.27), and other valuable consideration, cash in hand, the receipt of which is hereby acknowledged, OWNER has this day bargained and sold and by these presents does bargain, sell, convey, transfer, and deliver unto CITY the aforesaid easements.
6. CITY hereby waives any defects in the aforesaid permanent and temporary easement areas and acknowledges and accepts such easement areas in their "AS IS", "WHERE IS", "WITH ALL FAULTS" condition "SUBJECT TO ALL DEFECTS" and as suitable for its intended uses. OWNER shall have no, and hereby disclaims any, obligation

whatsoever to maintain, repair, rehabilitate, operate, alter, or improve the permanent and temporary easement areas, or other land areas adjacent thereto. OWNER hereby disclaims any and all warranties whatsoever with respect to the permanent and temporary easement areas, including without limitation, warranties of title (statutory or otherwise) and warranties as to fitness for a particular purpose and suitability for CITY's uses. CITY hereby acknowledges that this Easement is subject to any and all covenants, conditions, restrictions, exceptions, easements and rights-of-way, whether recorded, unrecorded or revealed by an inspection of such easement areas.

7. The parties expressly agree that there is no intent herein to convey any other rights except those that are granted in this Easement. This Easement does not, and shall not be construed to grant any rights to the public in general. The terms and provisions of this Easement are intended solely for the benefit of OWNER and CITY, and are not intended to confer third- party beneficiary rights upon any other person or entity whatsoever. The parties do not intend for this Easement to convey fee title in any form or any other interest other than the non-exclusive easements for the uses set forth herein. The relationship between the parties established by this Easement is solely that of grantor and grantee. Nothing contained herein shall constitute the CITY as an agent, partner, or joint venturer of OWNER; and nothing contained herein shall grant CITY the right or authority to create any obligation of any kind on behalf of OWNER.
8. CITY shall be responsible for and shall indemnify, defend, protect and hold OWNER harmless against and from all claims, demands, suits, judgments, liabilities, costs (including attorneys' fees) and expenses occasioned by any death, personal injury, or loss of or damage to any property arising out of: (i) CITY's uses of the aforesaid permanent and temporary easement areas; (ii) CITY's breach of any provision contained herein; or (iii) the negligence or willful misconduct of CITY, except to the extent that such death, personal injury, or loss of or damage to property results from the negligent, intentional or willful acts or misconduct of OWNER, its agents, guests, invitees or employees. CITY shall also indemnify, protect and hold OWNER harmless against and from all claims, demands, suits, judgments, liabilities, costs (including attorneys' fees) and expenses for any personal injury to or death of any person or persons whomsoever, damage to or loss of any property whatsoever, and all penalties arising or growing out of CITY's release or disposal of any hazardous material, substance or waste onto the ground or into the water or air from or upon the permanent and/or temporary easement areas, except to the extent that such release or disposal is caused by the negligence or willful misconduct of OWNER.

9. CITY shall maintain Worker's Compensation and Liability Insurance. It is understood that CITY may self-insure any portion of these insurance coverages. CITY will require evidence of applicable insurance coverage from any contractors or subcontractors that perform work for CITY in the aforesaid permanent and temporary easement areas.
10. This Easement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument. No provision of this Easement shall be interpreted for or against either party on the basis that such party drafted such provision; and no presumption or burden of proof shall arise favoring or disfavoring either party by virtue of the authorship of any provision of this Easement.
11. This Easement may not be leased or assigned by CITY, in whole or in part, without the prior written consent of OWNER; and any purported lease or assignment without such consent shall be null and void, ab initio, and of no force or effect. Subject to the foregoing, the rights, conditions and provisions of this Easement shall run with the land and shall insure to the benefit of, and be binding upon, OWNER and CITY and their respective successors in interest in the real estate, heirs, successors, personal representatives and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Easement by signing separate signature pages hereof.

[The remainder of this page is left blank intentionally.]

ACCEPTANCE BY CITY

Accepted this _____ day of _____, 2023, by the CITY OF NORFOLK, NEBRASKA, a Municipal Corporation.

ATTEST:

Brianna Duerst, City Clerk

Josh Moenning, Mayor

(S E A L)

Approved as to form:

Danielle Myers – Noelle, City Attorney

STATE OF NEBRASKA)
) ss
COUNTY OF MADISON)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said County and State, personally came Josh Moenning, Mayor, and Brianna Duerst, City Clerk, of the CITY OF NORFOLK, NEBRASKA, a Municipal Corporation, to me known to be the identical person or persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed on behalf of the corporation.

Witness my hand and official seal on the day and year written above:

[NOTARY SEAL]

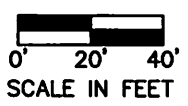
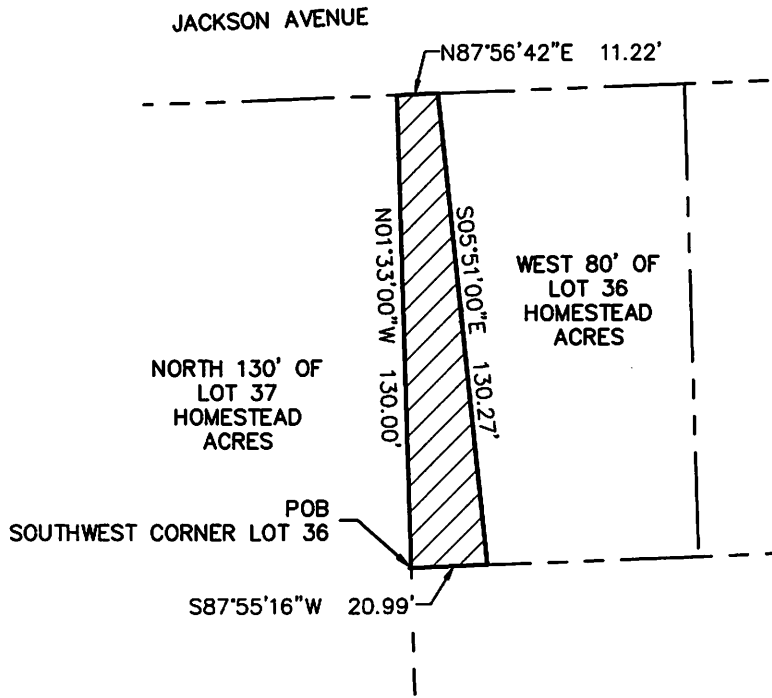
Notary Public – Signature

Notary Public – Printed Name

My commission expires the _____ day of _____, 20____

SANITARY SEWER EASEMENT

CITY OF NORFOLK, MADISON COUNTY, NEBRASKA



LEGEND

- EXISTING PROPERTY LINE
- PROPOSED SANITARY SEWER EASEMENT

SANITARY SEWER EASEMENT DESCRIPTION

A SANITARY SEWER EASEMENT LOCATED IN PART OF WEST 80' OF LOT 36, HOMESTEAD ACRES TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF WEST 80' OF LOT 36, HOMESTEAD ACRES TO THE CITY OF NORFOLK, MADISON COUNTY, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N01°33'00"W, ON THE WEST LINE OF WEST 80' OF LOT 36, A DISTANCE OF 130.00 FEET TO THE NORTHWEST CORNER OF WEST 80' OF LOT 36, SAID POINT ALSO BEING ON THE SOUTH ROW LINE OF JACKSON AVENUE; THENCE N87°56'42"E, ON SAID NORTH LINE OF WEST 80' OF LOT 36 AND SAID SOUTH ROW LINE, A DISTANCE OF 11.22 FEET; THENCE S05°51'00"E, A DISTANCE OF 130.27 FEET TO A POINT ON THE SOUTH LINE OF WEST 80' OF LOT 36; THENCE S87°55'16"W, ON SAID SOUTH LINE, A DISTANCE OF 20.99 FEET TO THE POINT OF BEGINNING. SAID SANITARY SEWER EASEMENT CONTAINS A CALCULATED AREA OF 2,093.81 SQUARE FEET OR 0.05 ACRES MORE OR LESS.

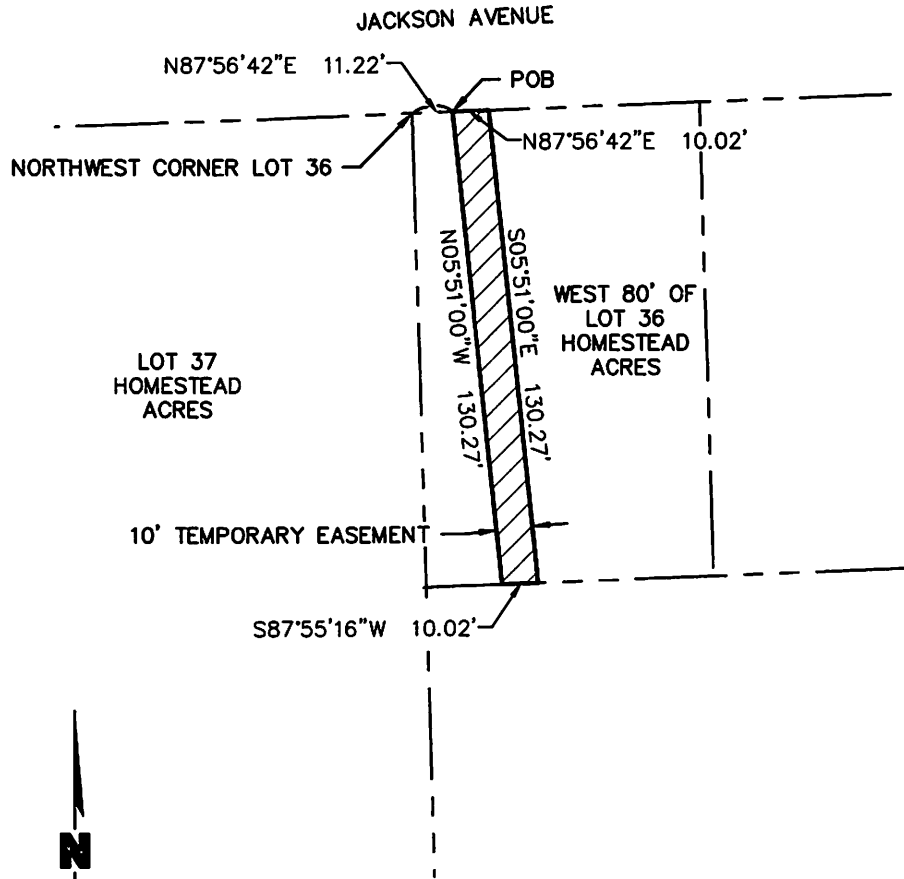
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 V_XTOPO_SPC_02202759
 XREFS: C_PUTIL_02202759
 DATE: Aug 02, 2023 1:00pm

PROJECT NO: 022-02759	SANITARY SEWER EASEMENT		1103 Riverside Blvd. Norfolk, NE. 68701 TEL 402.347.5434	EXHIBIT
DRAWN BY: TRE			9	
DATE: 2/23/23				

10/2/2023

TEMPORARY EASEMENT

CITY OF NORFOLK, MADISON COUNTY, NEBRASKA



LEGEND



10' TEMPORARY EASEMENT DESCRIPTION

A 10 FOOT TEMPORARY EASEMENT LOCATED IN PART OF WEST 80' OF LOT 36, HOMESTEAD ACRES TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF WEST 80' OF LOT 36, HOMESTEAD ACRES TO THE CITY OF NORFOLK, MADISON COUNTY; THENCE ON AN ASSUMED BEARING OF N87°56'42"E, ON THE NORTH LINE OF WEST 80' OF LOT 36 AND SOUTH ROW LINE OF JACKSON AVENUE, A DISTANCE OF 11.22 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N87°56'42"E, ON SAID NORTH LINE OF WEST 80' OF LOT 36 AND SOUTH ROW LINE, A DISTANCE OF 10.02 FEET; THENCE S05°51'00"E, A DISTANCE OF 130.27 FEET TO A POINT ON THE SOUTH LINE OF WEST 80' OF LOT 36; THENCE S87°55'16"W, ON SAID SOUTH LINE OF WEST 80' OF LOT 36, A DISTANCE OF 10.02 FEET; THENCE N05°51'00"W, A DISTANCE OF 130.27 FEET TO THE POINT OF BEGINNING. SAID 10 FOOT TEMPORARY EASEMENT CONTAINS A CALCULATED AREA OF 1,302.69 SQUARE FEET OR 0.03 ACRES MORE OR LESS.

USER: kwilker
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 DATE: Aug 02, 2023 1:00pm
 XREFS: V_XTOPO_SPC_02202759 C_PUTIL_02202759

PROJECT NO: 022-02759	TEMPORARY EASEMENT	olsson	1103 Riverside Blvd. Norfolk, NE. 68701 TEL 402.347.5434	EXHIBIT
DRAWN BY: TRE			9A	
DATE: 3/3/23				

City of Norfolk, 309 North 5th Street, Norfolk, Nebraska 68701

**SANITARY SEWER
EASEMENT**

THIS SANITARY SEWER EASEMENT (this "Easement") is made and entered into effective as of the _____ day of _____, 2023, by and between RAY HAASE & MARY HAASE, husband and wife, whose mailing address for notice purposes hereunder is, 1801 S. 1st Street, Norfolk, NE 68701-6410, hereinafter referred to as "OWNER", and the CITY OF NORFOLK, NEBRASKA, a Municipal Corporation, whose mailing address for notice purposes hereunder is, City of Norfolk, 309 North 5th Street, Norfolk, Nebraska 68701, hereinafter referred to as "CITY."

WITNESSETH:

WHEREAS, OWNER currently owns and has title to the real estate hereinafter described as:

The North 130 ft. of lot 37, Homestead Acres to the City of Norfolk, Madison County, Nebraska; and

WHEREAS, CITY desires permanent and temporary easements allowing for the construction and maintenance of a sanitary sewer project.

NOW THEREFORE, it is agreed as follows:

- 1. OWNER hereby grants, assigns, and sets over to CITY a non-exclusive permanent easement for construction, maintenance and repair of a sanitary sewer system over, on and under the following property shown and described as:**

**SEE ATTACHED EXHIBIT "10"
PERMANENT EASEMENT LEGAL DESCRIPTION**

OWNER shall fully use and enjoy the aforesaid permanent easement area, except as to the rights herein granted. OWNER covenants and agrees that no other buildings, structures or permanent improvements of any kind whatsoever shall be erected or placed in, on, over or across the permanent easement area described in this paragraph. For purposes of this paragraph, "permanent improvements" shall not include hard surfacing, which OWNER shall be allowed to place on, over and across the above-described permanent easement area.

2. OWNER does hereby grant, assign, and set over to CITY a non-exclusive temporary easement for the construction of a sanitary sewer system over, on and under the following property shown and described as:

**SEE ATTACHED EXHIBIT "10A"
TEMPORARY EASEMENT LEGAL DESCRIPTION**

OWNER shall fully use and enjoy the aforesaid temporary easement area, except as to the rights herein granted and except as to the right to erect permanent buildings or structures or install parking or hard surfacing on the temporary easement area described in this paragraph.

3. CITY shall restore any surfaces damaged due to sanitary sewer system maintenance or repairs to conditions substantially similar to conditions existing prior to the sanitary sewer system maintenance or repairs, all as approved by OWNER.
4. All rights to the temporary easement and temporary easement area shall automatically expire and be relinquished to OWNER (i) upon completion of construction of the sanitary sewer system and its acceptance by CITY, or (ii) on May 1, 2024, whichever first occurs.
5. OWNER agrees that for and in consideration of the sum of Seven Hundred Sixty-Seven Dollars and 70 Cents (\$767.70), and other valuable consideration, cash in hand, the receipt of which is hereby acknowledged, OWNER has this day bargained and sold and by these presents does bargain, sell, convey, transfer, and deliver unto CITY the aforesaid easements.
6. CITY hereby waives any defects in the aforesaid permanent and temporary easement areas and acknowledges and accepts such easement areas in their "AS IS", "WHERE IS", "WITH ALL FAULTS" condition "SUBJECT TO ALL DEFECTS" and as suitable for its intended uses. OWNER shall have no, and hereby disclaims any, obligation

whatsoever to maintain, repair, rehabilitate, operate, alter, or improve the permanent and temporary easement areas, or other land areas adjacent thereto. OWNER hereby disclaims any and all warranties whatsoever with respect to the permanent and temporary easement areas, including without limitation, warranties of title (statutory or otherwise) and warranties as to fitness for a particular purpose and suitability for CITY's uses. CITY hereby acknowledges that this Easement is subject to any and all covenants, conditions, restrictions, exceptions, easements and rights-of-way, whether recorded, unrecorded or revealed by an inspection of such easement areas.

7. The parties expressly agree that there is no intent herein to convey any other rights except those that are granted in this Easement. This Easement does not, and shall not be construed to grant any rights to the public in general. The terms and provisions of this Easement are intended solely for the benefit of OWNER and CITY, and are not intended to confer third- party beneficiary rights upon any other person or entity whatsoever. The parties do not intend for this Easement to convey fee title in any form or any other interest other than the non-exclusive easements for the uses set forth herein. The relationship between the parties established by this Easement is solely that of grantor and grantee. Nothing contained herein shall constitute the CITY as an agent, partner, or joint venturer of OWNER; and nothing contained herein shall grant CITY the right or authority to create any obligation of any kind on behalf of OWNER.

8. CITY shall be responsible for and shall indemnify, defend, protect and hold OWNER harmless against and from all claims, demands, suits, judgments, liabilities, costs (including attorneys' fees) and expenses occasioned by any death, personal injury, or loss of or damage to any property arising out of: (i) CITY's uses of the aforesaid permanent and temporary easement areas; (ii) CITY's breach of any provision contained herein; or (iii) the negligence or willful misconduct of CITY, except to the extent that such death, personal injury, or loss of or damage to property results from the negligent, intentional or willful acts or misconduct of OWNER, its agents, guests, invitees or employees. CITY shall also indemnify, protect and hold OWNER harmless against and from all claims, demands, suits, judgments, liabilities, costs (including attorneys' fees) and expenses for any personal injury to or death of any person or persons whomsoever, damage to or loss of any property whatsoever, and all penalties arising or growing out of CITY's release or disposal of any hazardous material, substance or waste onto the ground or into the water or air from or upon the permanent and/or temporary easement areas, except to the extent that such release or disposal is caused by the negligence or willful misconduct of OWNER.

9. CITY shall maintain Worker's Compensation and Liability Insurance. It is understood that CITY may self-insure any portion of these insurance coverages. CITY will require evidence of applicable insurance coverage from any contractors or subcontractors that perform work for CITY in the aforesaid permanent and temporary easement areas.
10. This Easement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument. No provision of this Easement shall be interpreted for or against either party on the basis that such party drafted such provision; and no presumption or burden of proof shall arise favoring or disfavoring either party by virtue of the authorship of any provision of this Easement.
11. This Easement may not be leased or assigned by CITY, in whole or in part, without the prior written consent of OWNER; and any purported lease or assignment without such consent shall be null and void, ab initio, and of no force or effect. Subject to the foregoing, the rights, conditions and provisions of this Easement shall run with the land and shall insure to the benefit of, and be binding upon, OWNER and CITY and their respective successors in interest in the real estate, heirs, successors, personal representatives and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Easement by signing separate signature pages hereof.

[The remainder of this page is left blank intentionally.]

ACCEPTANCE BY CITY

Accepted this _____ day of _____, 2023, by the CITY OF NORFOLK, NEBRASKA, a Municipal Corporation.

ATTEST:

Brianna Duerst, City Clerk

Josh Moenning, Mayor

(S E A L)

Approved as to form:

Danielle Myers – Noelle, City Attorney

STATE OF NEBRASKA)
) ss
COUNTY OF MADISON)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said County and State, personally came Josh Moenning, Mayor, and Brianna Duerst, City Clerk, of the CITY OF NORFOLK, NEBRASKA, a Municipal Corporation, to me known to be the identical person or persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed on behalf of the corporation.

Witness my hand and official seal on the day and year written above:

[NOTARY SEAL]

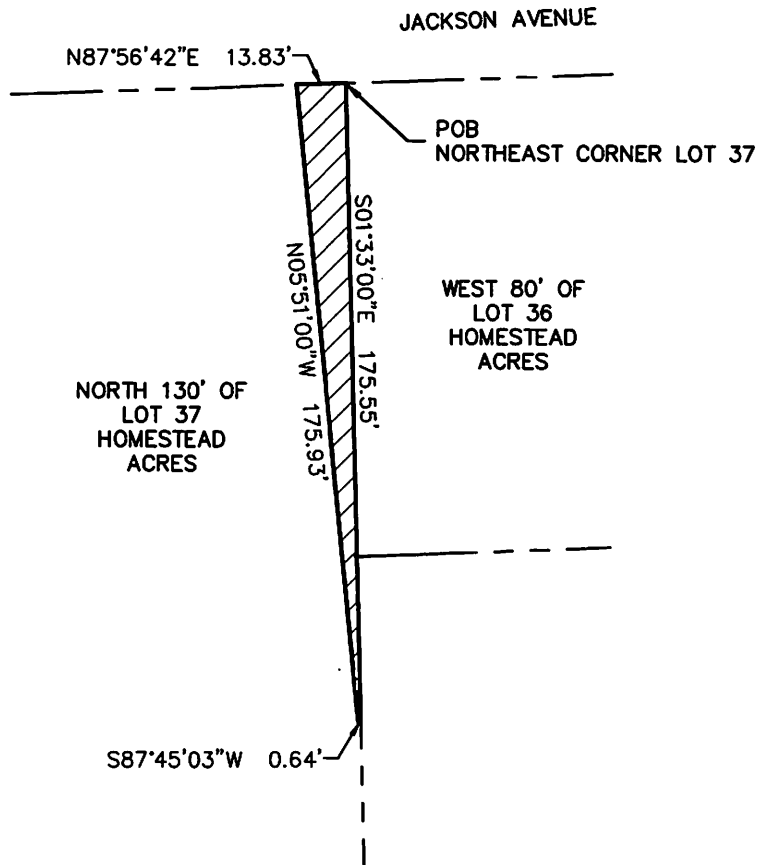
Notary Public – Signature

Notary Public – Printed Name

My commission expires the _____ day of _____, 20____

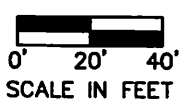
SANITARY SEWER EASEMENT

CITY OF NORFOLK, MADISON COUNTY, NEBRASKA



USER: kwalker

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 DATE: Aug 02, 2023 1:03pm
 XREFS: C:\PUTIL_02202759 V_XTOPO_SPC_02202759



LEGEND

- EXISTING PROPERTY LINE
- PROPOSED SANITARY SEWER EASEMENT

SANITARY SEWER EASEMENT DESCRIPTION

A SANITARY SEWER EASEMENT LOCATED IN PART OF NORTH 130' OF LOT 37, HOMESTEAD ACRES TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

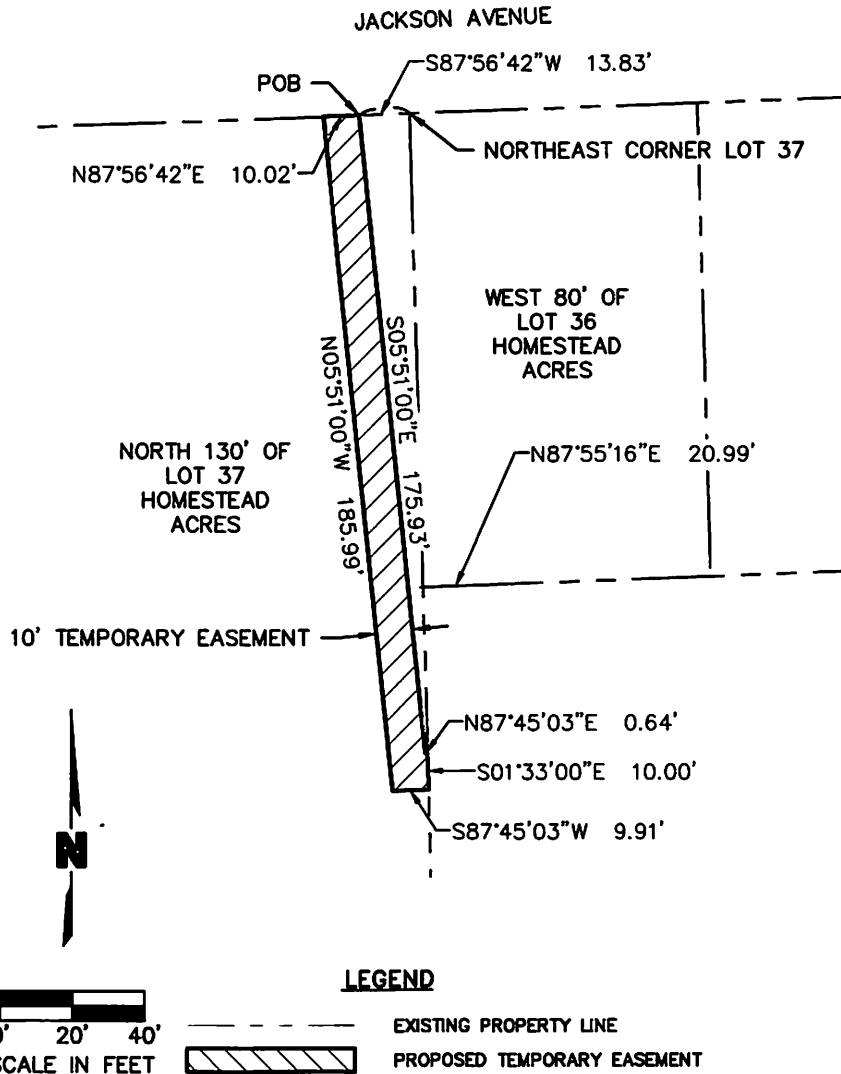
COMMENCING AT THE NORTHEAST CORNER OF NORTH 130' OF LOT 37, HOMESTEAD ACRES TO THE CITY OF NORFOLK, MADISON COUNTY, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S01°33'00"E, ON THE EAST LINE OF NORTH 130' OF LOT 37, A DISTANCE OF 175.55 FEET; THENCE S87°45'03"W, A DISTANCE OF 0.64 FEET; THENCE N05°51'00"W, A DISTANCE OF 175.93 FEET TO A POINT ON THE NORTH LINE OF NORTH 130' OF LOT 37, SAID POINT ALSO BEING ON THE SOUTH ROW LINE OF JACKSON AVENUE; THENCE N87°56'42"E, ON SAID NORTH LINE AND SAID SOUTH ROW LINE, A DISTANCE OF 13.83' TO THE POINT OF BEGINNING. SAID SANITARY SEWER EASEMENT CONTAINS A CALCULATED AREA OF 1,270.22 SQUARE FEET OR 0.03 ACRES MORE OR LESS.

PROJECT NO: 022-02759	SANITARY SEWER EASEMENT	olsson	1103 Riverside Blvd. Norfolk, NE. 68701 TEL 402.347.5434
DRAWN BY: TRE			EXHIBIT
DATE: 2/23/23			10

10/2/2023

TEMPORARY EASEMENT

CITY OF NORFOLK, MADISON COUNTY, NEBRASKA



USER: kwelker
 PROJECT NO: 022-02759
 DWG: F:\2022\02501-03000\022-02759\40-Design\Exhibits V_TEMP EASE_SAN_02202759.dwg
 DATE: Aug 02, 2023 1:04pm
 XREFS: V_XTPOPO_SFC_02202759 C_PUTIL_02202759

10' TEMPORARY EASEMENT DESCRIPTION

A 10 FOOT TEMPORARY EASEMENT LOCATED IN PART OF NORTH 130' OF LOT 37, HOMESTEAD ACRES TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF NORTH 130' OF LOT 37, HOMESTEAD ACRES TO THE CITY OF NORFOLK, MADISON COUNTY; THENCE ON AN ASSUMED BEARING OF S87°56'42"W, ON THE NORTH LINE OF NORTH 130' OF LOT 37 AND SOUTH ROW LINE OF JACKSON AVENUE, A DISTANCE OF 13.83 FEET TO THE POINT OF BEGINNING; THENCE S05°51'00"E, A DISTANCE OF 175.93 FEET; THENCE N87°45'03"E, A DISTANCE OF 0.64 FEET TO A POINT ON THE EAST LINE OF NORTH 130' OF LOT 37; THE S01°33'00"E, ON SAID EAST LINE, A DISTANCE OF 10.00 FEET; THENCE S87°45'03"W, A DISTANCE OF 9.91 FEET; THENCE N05°51'00"W, A DISTANCE OF 185.99 FEET TO A POINT ON THE NORTH LINE OF NORTH 130' OF LOT 37 SAID POINT ALSO BEING ON THE SOUTH ROW LINE OF JACKSON AVENUE; THENCE N87°56'42"E, ON SAID NORTH LINE AND SAID SOUTH ROW LINE, A DISTANCE OF 10.02 FEET TO THE POINT OF BEGINNING. SAID 10 FOOT TEMPORARY EASEMENT CONTAINS A CALCULATED AREA OF 1,862.35 SQUARE FEET OR 0.04 ACRES MORE OR LESS.

PROJECT NO:	022-02759
DRAWN BY:	TRE
DATE:	3/3/23

TEMPORARY
EASEMENT

olsson

1103 Riverside Blvd.
Norfolk, NE. 68701
TEL 402.347.5434

EXHIBIT

10A

City of Norfolk, 309 North 5th Street, Norfolk, Nebraska 68701

**SANITARY SEWER
EASEMENT**

THIS SANITARY SEWER EASEMENT (this "Easement") is made and entered into effective as of the ____ day of _____, 2023, by and between THOMAS A. KIELTY and CAROLYN R. KIELTY, husband and wife, whose mailing address for notice purposes hereunder is, 215 Jackson Ave., Norfolk, NE 68701-6427, hereinafter referred to as "OWNER", and the CITY OF NORFOLK, NEBRASKA, a Municipal Corporation, whose mailing address for notice purposes hereunder is, City of Norfolk, 309 North 5th Street, Norfolk, Nebraska 68701, hereinafter referred to as "CITY."

WITNESSETH:

WHEREAS, OWNER currently owns and has title to the real estate hereinafter described as:

The East 341 ft. of lots 33, 34, and 35, Homestead Acres to the City of Norfolk, Madison County, Nebraska; and

WHEREAS, CITY desires permanent and temporary easements allowing for the construction and maintenance of a sanitary sewer project.

NOW THEREFORE, it is agreed as follows:

1. OWNER hereby grants, assigns, and sets over to CITY a non-exclusive permanent easement for construction, maintenance and repair of a sanitary sewer system over, on and under the following property shown and described as:

**SEE ATTACHED EXHIBIT "7"
PERMANENT EASEMENT LEGAL DESCRIPTION**

OWNER shall fully use and enjoy the aforesaid permanent easement area, except as to the rights herein granted. OWNER covenants and agrees that no other buildings, structures or permanent improvements of any kind whatsoever shall be erected or placed in, on, over or across the permanent easement area described in this paragraph. For purposes of this paragraph, "permanent improvements" shall not include hard surfacing, which OWNER shall be allowed to place on, over and across the above-described permanent easement area.

2. OWNER does hereby grant, assign, and set over to CITY a non-exclusive temporary easement for the construction of a sanitary sewer system over, on and under the following property shown and described as:

**SEE ATTACHED EXHIBIT "7A"
TEMPORARY EASEMENT LEGAL DESCRIPTION**

OWNER shall fully use and enjoy the aforesaid temporary easement area, except as to the rights herein granted and except as to the right to erect permanent buildings or structures or install parking or hard surfacing on the temporary easement area described in this paragraph.

3. OWNER does hereby grant, assign, and set over to CITY a non-exclusive temporary easement for the construction of a sanitary sewer system over, on and under the following property shown and described as:

**SEE ATTACHED EXHIBIT "7B"
TEMPORARY EASEMENT LEGAL DESCRIPTION**

OWNER shall fully use and enjoy the aforesaid temporary easement area, except as to the rights herein granted and except as to the right to erect permanent buildings or structures or install parking or hard surfacing on the temporary easement area described in this paragraph.

4. CITY shall restore any surfaces damaged due to sanitary sewer system maintenance or repairs to conditions substantially similar to conditions existing prior to the sanitary sewer system maintenance or repairs, all as approved by OWNER.
5. All rights to the temporary easement and temporary easement area shall automatically expire and be relinquished to OWNER (i) upon completion of construction of the sanitary sewer system and its acceptance by CITY, or (ii) on May 1, 2024, whichever first occurs.

6. OWNER agrees that for and in consideration of the sum of One Hundred Dollars and 00 Cents (\$100.00), and other valuable consideration, cash in hand, the receipt of which is hereby acknowledged, OWNER has this day bargained and sold and by these presents does bargain, sell, convey, transfer, and deliver unto CITY the aforesaid easements.
7. CITY hereby waives any defects in the aforesaid permanent and temporary easement areas and acknowledges and accepts such easement areas in their "AS IS", "WHERE IS", "WITH ALL FAULTS" condition "SUBJECT TO ALL DEFECTS" and as suitable for its intended uses. OWNER shall have no, and hereby disclaims any, obligation whatsoever to maintain, repair, rehabilitate, operate, alter, or improve the permanent and temporary easement areas, or other land areas adjacent thereto. OWNER hereby disclaims any and all warranties whatsoever with respect to the permanent and temporary easement areas, including without limitation, warranties of title (statutory or otherwise) and warranties as to fitness for a particular purpose and suitability for CITY's uses. CITY hereby acknowledges that this Easement is subject to any and all covenants, conditions, restrictions, exceptions, easements and rights-of-way, whether recorded, unrecorded or revealed by an inspection of such easement areas.
8. The parties expressly agree that there is no intent herein to convey any other rights except those that are granted in this Easement. This Easement does not, and shall not be construed to grant any rights to the public in general. The terms and provisions of this Easement are intended solely for the benefit of OWNER and CITY, and are not intended to confer third- party beneficiary rights upon any other person or entity whatsoever. The parties do not intend for this Easement to convey fee title in any form or any other interest other than the non-exclusive easements for the uses set forth herein. The relationship between the parties established by this Easement is solely that of grantor and grantee. Nothing contained herein shall constitute the CITY as an agent, partner, or joint venturer of OWNER; and nothing contained herein shall grant CITY the right or authority to create any obligation of any kind on behalf of OWNER.
9. CITY shall be responsible for and shall indemnify, defend, protect and hold OWNER harmless against and from all claims, demands, suits, judgments, liabilities, costs (including attorneys' fees) and expenses occasioned by any death, personal injury, or loss of or damage to any property arising out of: (i) CITY's uses of the aforesaid permanent and temporary easement areas; (ii) CITY's breach of any provision contained herein; or (iii) the negligence or willful misconduct of CITY, except to the extent that such death,

personal injury, or loss of or damage to property results from the negligent, intentional or willful acts or misconduct of OWNER, its agents, guests, invitees or employees. CITY shall also indemnify, protect and hold OWNER harmless against and from all claims, demands, suits, judgments, liabilities, costs (including attorneys' fees) and expenses for any personal injury to or death of any person or persons whomsoever, damage to or loss of any property whatsoever, and all penalties arising or growing out of CITY's release or disposal of any hazardous material, substance or waste onto the ground or into the water or air from or upon the permanent and/or temporary easement areas, except to the extent that such release or disposal is caused by the negligence or willful misconduct of OWNER.

10. CITY shall maintain Worker's Compensation and Liability Insurance. It is understood that CITY may self-insure any portion of these insurance coverages. CITY will require evidence of applicable insurance coverage from any contractors or subcontractors that perform work for CITY in the aforesaid permanent and temporary easement areas.
11. This Easement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument. No provision of this Easement shall be interpreted for or against either party on the basis that such party drafted such provision; and no presumption or burden of proof shall arise favoring or disfavoring either party by virtue of the authorship of any provision of this Easement.
12. This Easement may not be leased or assigned by CITY, in whole or in part, without the prior written consent of OWNER; and any purported lease or assignment without such consent shall be null and void, ab initio, and of no force or effect. Subject to the foregoing, the rights, conditions and provisions of this Easement shall run with the land and shall insure to the benefit of, and be binding upon, OWNER and CITY and their respective successors in interest in the real estate, heirs, successors, personal representatives and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Easement by signing separate signature pages hereof.

[The remainder of this page is left blank intentionally.]

ACCEPTANCE BY CITY

Accepted this _____ day of _____, 2023, by the CITY OF NORFOLK, NEBRASKA, a Municipal Corporation.

ATTEST:

Brianna Duerst, City Clerk

Josh Moenning, Mayor

(S E A L)

Approved as to form:

Danielle Myers – Noelle, City Attorney

STATE OF NEBRASKA)
) ss
COUNTY OF MADISON)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said County and State, personally came Josh Moenning, Mayor, and Brianna Duerst, City Clerk, of the CITY OF NORFOLK, NEBRASKA, a Municipal Corporation, to me known to be the identical person or persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed on behalf of the corporation.

Witness my hand and official seal on the day and year written above:

[NOTARY SEAL]

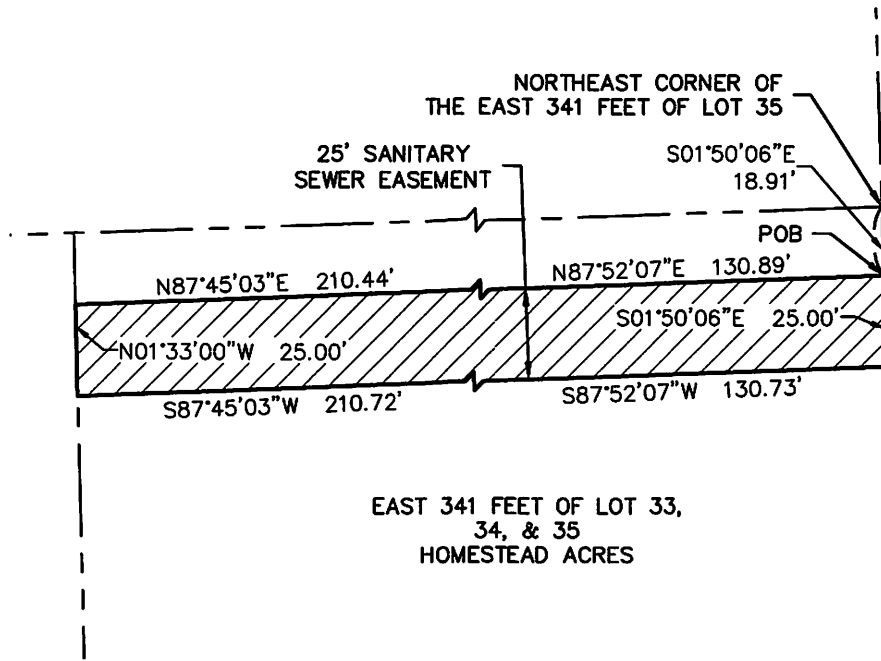
Notary Public – Signature

Notary Public – Printed Name

My commission expires the _____ day of _____, 20____

SANITARY SEWER EASEMENT

CITY OF NORFOLK, MADISON COUNTY, NEBRASKA



EAST 341 FEET OF LOT 33,
34, & 35
HOMESTEAD ACRES



LEGEND

- EXISTING PROPERTY LINE
- PROPOSED SANITARY SEWER EASEMENT

25' SANITARY SEWER EASEMENT DESCRIPTION

A 25 FOOT SANITARY SEWER EASEMENT LOCATED IN PART OF THE EAST 341 FEET OF LOT 35, HOMESTEAD ACRES TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE EAST 341 FEET OF LOT 35, HOMESTEAD ACRES TO THE CITY OF NORFOLK, MADISON COUNTY, THENCE ON AN ASSUMED BEARING OF S01°50'06"E, ON THE EAST LINE OF THE EAST 341 FEET OF LOT 35, A DISTANCE OF 18.91 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S01°50'06"E, ON SAID EAST LINE OF THE EAST 341 FEET OF LOT 35, A DISTANCE OF 25.00 FEET; THENCE S87°52'07"W, A DISTANCE OF 130.73 FEET; THENCE S87°45'03"W, A DISTANCE OF 210.72 FEET TO A POINT ON THE WEST LINE OF THE EAST 341 FEET OF LOT 35; THENCE N01°33'00"W, ON SAID WEST LINE OF THE EAST 341 FEET OF LOT 35, A DISTANCE OF 25.00 FEET; THENCE N87°45'03"E, A DISTANCE OF 210.44 FEET; THENCE N87°52'07"E, A DISTANCE OF 130.89 FEET TO THE POINT OF BEGINNING. SAID 25 FOOT SANITARY SEWER EASEMENT CONTAINS A CALCULATED AREA OF 8,534.65 SQUARE FEET OR 0.20 ACRES MORE OR LESS.

USER: kwdiker

DWG: F:\2022\02501-03000\022-02759\40-Design\Exhibits\V_PERM EASE_SAN_02202759.dwg
DATE: Aug 02, 2023 12:50pm XREFS: C_PUTIL_02202759 V_X10FO_SPC_02202759

PROJECT NO: 022-02759
DRAWN BY: TRE
DATE: 2/23/23

**SANITARY SEWER
EASEMENT**

olsson

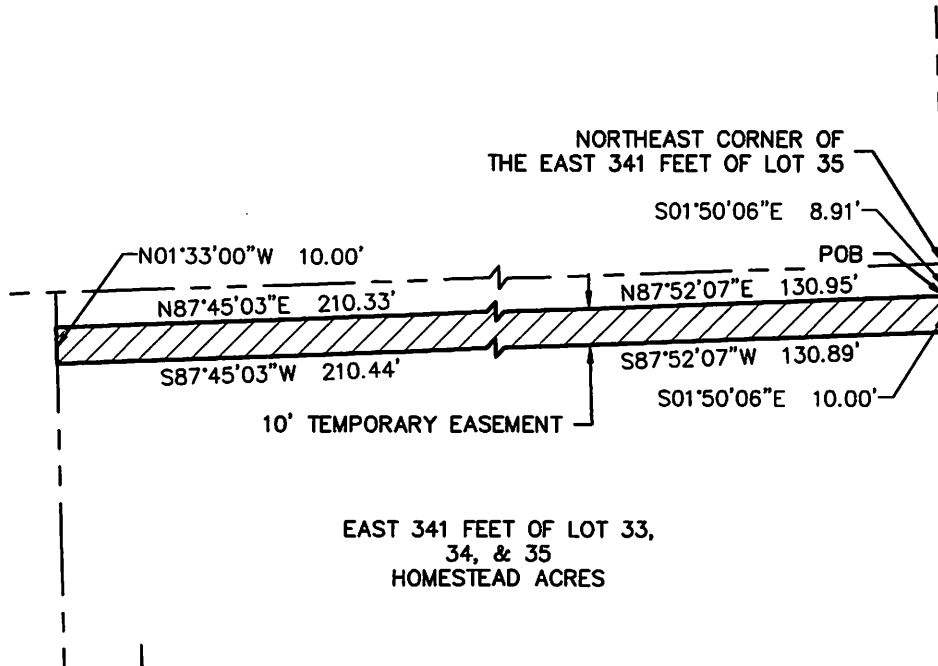
1103 Riverside Blvd.
Norfolk, NE. 68701
TEL 402.347.5434

EXHIBIT

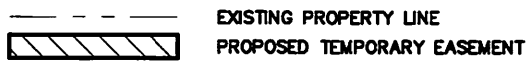
7

TEMPORARY EASEMENT

CITY OF NORFOLK, MADISON COUNTY, NEBRASKA



LEGEND



10' TEMPORARY EASEMENT DESCRIPTION

A 10 FOOT TEMPORARY EASEMENT LOCATED IN PART OF THE EAST 341 FEET OF LOT 33, 34, & 35, HOMESTEAD ACRES TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE EAST 341 FEET OF LOT 33, 34, & 35, HOMESTEAD ACRES TO THE CITY OF NORFOLK, MADISON COUNTY; THENCE ON AN ASSUMED BEARING OF S01°50'06\"/>

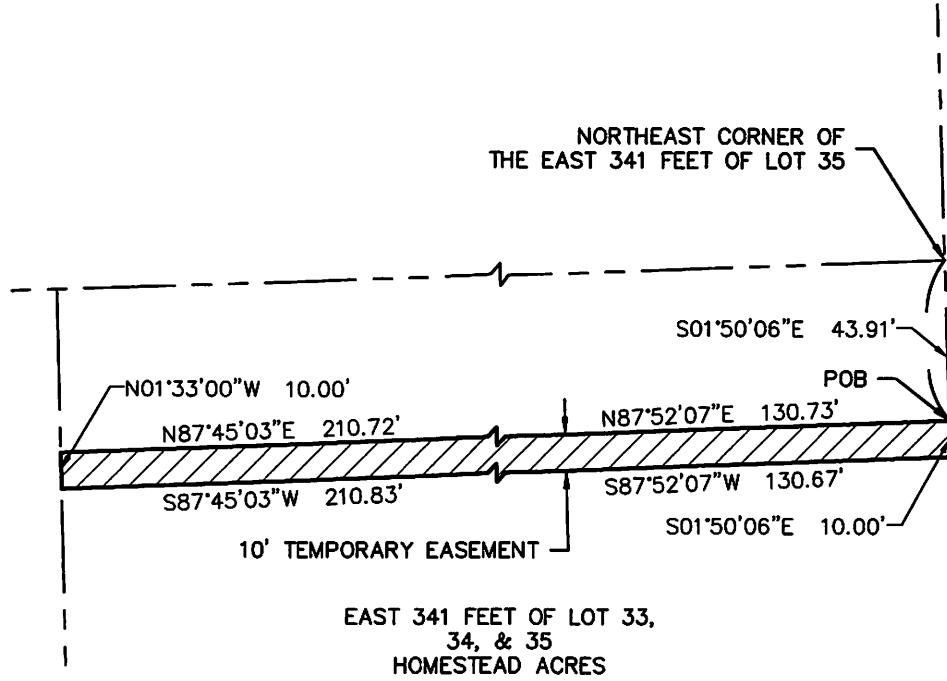
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PROJECT NO: 022-02759	TEMPORARY EASEMENT	olsson	1103 Riverside Blvd. Norfolk, NE. 68701 TEL 402.347.5434	EXHIBIT
DRAWN BY: TRE			7A	
DATE: 3/3/23				

10/2/2023

TEMPORARY EASEMENT

CITY OF NORFOLK, MADISON COUNTY, NEBRASKA



LEGEND



10' TEMPORARY EASEMENT DESCRIPTION

A 10 FOOT TEMPORARY EASEMENT LOCATED IN PART OF THE EAST 341 FEET OF LOT 33, 34, & 35, HOMESTEAD ACRES TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE EAST 341 FEET OF LOT 33, 34, & 35, HOMESTEAD ACRES TO THE CITY OF NORFOLK, MADISON COUNT; THENCE ON AN ASSUMED BEARING OF S01°50'06\"E, ON THE EAST LINE OF THE EAST 341 FEET OF LOT 33, 34, & 35, A DISTANCE OF 43.91 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S01°50'06\"E, ON SAID EAST LINE, A DISTANCE OF 10.00 FEET; THENCE S87°52'07\"W, A DISTANCE OF 130.67 FEET; THENCE S87°45'03\"W, A DISTANCE OF 210.83 FEET TO A POINT ON THE WEST LINE OF THE EAST 341 FEET OF LOT 35; THENCE N01°33'00\"W, ON SAID WEST LINE, A DISTANCE OF 10.00 FEET; THENCE N87°45'03\"E, A DISTANCE OF 210.72 FEET; THENCE N87°52'07\"E, A DISTANCE OF 130.73 FEET TO THE POINT OF BEGINNING. SAID 10 FOOT TEMPORARY EASEMENT CONTAINS A CALCULATED AREA OF 3,414.73 SQUARE FEET OR 0.08 ACRES MORE OR LESS.

USER: kwalker
 DWG: F:\2022\02501-03000\022-02759\40-Design\Exhibits\TEMP EASE_SAN_02202759.dwg
 DATE: Aug 02, 2023 12:51pm
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PROJECT NO: 022-02759	TEMPORARY EASEMENT	olsson	1103 Riverside Blvd. Norfolk, NE. 68701 TEL 402.347.5434	EXHIBIT	
DRAWN BY: TRE					7B
DATE: 3/3/23					

City of Norfolk, 309 North 5th Street, Norfolk, Nebraska 68701

**SANITARY SEWER
EASEMENT**

THIS SANITARY SEWER EASEMENT (this "Easement") is made and entered into effective as of the ____ day of _____, 2023, by and between KENNETH PORTER & DARLENE PORTER, husband and wife, whose mailing address for notice purposes hereunder is, 1806 Square Turn Blvd., Norfolk, NE 68701-2768 hereinafter referred to as "OWNER", and the CITY OF NORFOLK, NEBRASKA, a Municipal Corporation, whose mailing address for notice purposes hereunder is, City of Norfolk, 309 North 5th Street, Norfolk, Nebraska 68701, hereinafter referred to as "CITY."

WITNESSETH:

WHEREAS, OWNER currently owns and has title to the real estate hereinafter described as:

Lot 7 of Porter's Industrial Addition to Norfolk, Madison County, Nebraska; and

WHEREAS, CITY desires permanent and temporary easements allowing for the construction and maintenance of a sanitary sewer project.

NOW THEREFORE, it is agreed as follows:

1. OWNER hereby grants, assigns, and sets over to CITY a non-exclusive permanent easement for construction, maintenance and repair of a sanitary sewer system over, on and under the following property shown and described as:

**SEE ATTACHED EXHIBIT "2"
PERMANENT EASEMENT LEGAL DESCRIPTION**

OWNER shall fully use and enjoy the aforesaid permanent easement area, except as to the rights herein granted. OWNER covenants and agrees that no other buildings, structures or permanent improvements of any kind whatsoever shall be erected or placed in, on, over or across the permanent easement area described in this paragraph. For purposes of this paragraph, "permanent improvements" shall not include hard surfacing, which OWNER shall be allowed to place on, over and across the above-described permanent easement area.

2. OWNER does hereby grant, assign, and set over to CITY a non-exclusive temporary easement for the construction of a sanitary sewer system over, on and under the following property shown and described as:

**SEE ATTACHED EXHIBIT "2A"
TEMPORARY EASEMENT LEGAL DESCRIPTION**

OWNER shall fully use and enjoy the aforesaid temporary easement area, except as to the rights herein granted and except as to the right to erect permanent buildings or structures or install parking or hard surfacing on the temporary easement area described in this paragraph.

3. CITY shall restore any surfaces damaged due to sanitary sewer system maintenance or repairs to conditions substantially similar to conditions existing prior to the sanitary sewer system maintenance or repairs, all as approved by OWNER.
4. All rights to the temporary easement and temporary easement area shall automatically expire and be relinquished to OWNER (i) upon completion of construction of the sanitary sewer system and its acceptance by CITY, or (ii) on May 1, 2024, whichever first occurs.
5. OWNER agrees that for and in consideration of the sum of Nine Hundred and Thirty-Nine Dollars and 22 Cents (\$939.22), and other valuable consideration, cash in hand, the receipt of which is hereby acknowledged, OWNER has this day bargained and sold and by these presents does bargain, sell, convey, transfer, and deliver unto CITY the aforesaid easements.
6. CITY hereby waives any defects in the aforesaid permanent and temporary easement areas and acknowledges and accepts such easement areas in their "AS IS", "WHERE IS", "WITH ALL FAULTS" condition "SUBJECT TO ALL DEFECTS" and as suitable for

its intended uses. OWNER shall have no, and hereby disclaims any, obligation whatsoever to maintain, repair, rehabilitate, operate, alter, or improve the permanent and temporary easement areas, or other land areas adjacent thereto. OWNER hereby disclaims any and all warranties whatsoever with respect to the permanent and temporary easement areas, including without limitation, warranties of title (statutory or otherwise) and warranties as to fitness for a particular purpose and suitability for CITY's uses. CITY hereby acknowledges that this Easement is subject to any and all covenants, conditions, restrictions, exceptions, easements and rights-of-way, whether recorded, unrecorded or revealed by an inspection of such easement areas.

7. The parties expressly agree that there is no intent herein to convey any other rights except those that are granted in this Easement. This Easement does not, and shall not be construed to grant any rights to the public in general. The terms and provisions of this Easement are intended solely for the benefit of OWNER and CITY, and are not intended to confer third- party beneficiary rights upon any other person or entity whatsoever. The parties do not intend for this Easement to convey fee title in any form or any other interest other than the non-exclusive easements for the uses set forth herein. The relationship between the parties established by this Easement is solely that of grantor and grantee. Nothing contained herein shall constitute the CITY as an agent, partner, or joint venturer of OWNER; and nothing contained herein shall grant CITY the right or authority to create any obligation of any kind on behalf of OWNER.

8. CITY shall be responsible for and shall indemnify, defend, protect and hold OWNER harmless against and from all claims, demands, suits, judgments, liabilities, costs (including attorneys' fees) and expenses occasioned by any death, personal injury, or loss of or damage to any property arising out of: (i) CITY's uses of the aforesaid permanent and temporary easement areas; (ii) CITY's breach of any provision contained herein; or (iii) the negligence or willful misconduct of CITY, except to the extent that such death, personal injury, or loss of or damage to property results from the negligent, intentional or willful acts or misconduct of OWNER, its agents, guests, invitees or employees. CITY shall also indemnify, protect and hold OWNER harmless against and from all claims, demands, suits, judgments, liabilities, costs (including attorneys' fees) and expenses for any personal injury to or death of any person or persons whomsoever, damage to or loss of any property whatsoever, and all penalties arising or growing out of CITY's release or disposal of any hazardous material, substance or waste onto the ground or into the water or air from or upon the permanent and/or temporary easement areas, except to the extent that such release or disposal is caused by the negligence or willful misconduct of OWNER.

9. CITY shall maintain Worker's Compensation and Liability Insurance. It is understood that CITY may self-insure any portion of these insurance coverages. CITY will require evidence of applicable insurance coverage from any contractors or subcontractors that perform work for CITY in the aforesaid permanent and temporary easement areas.
10. This Easement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument. No provision of this Easement shall be interpreted for or against either party on the basis that such party drafted such provision; and no presumption or burden of proof shall arise favoring or disfavoring either party by virtue of the authorship of any provision of this Easement.
11. This Easement may not be leased or assigned by CITY, in whole or in part, without the prior written consent of OWNER; and any purported lease or assignment without such consent shall be null and void, ab initio, and of no force or effect. Subject to the foregoing, the rights, conditions and provisions of this Easement shall run with the land and shall insure to the benefit of, and be binding upon, OWNER and CITY and their respective successors in interest in the real estate, heirs, successors, personal representatives and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Easement by signing separate signature pages hereof.

[The remainder of this page is left blank intentionally.]

OWNER:

KENNETH PORTER & DARLENE
PORTER

BY: Kenneth Porter
Kenneth Porter

BY: Darlene Porter
Darlene Porter

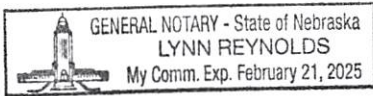
STATE OF NEBRASKA)
) ss
COUNTY OF MADISON)

On this 15 day of September, 2023, before me, the undersigned, a Notary Public in and for Madison County and said State, personally came Kenneth Porter and Darlene Porter, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

Witness my hand and official seal on the day and year written above:

[NOTARY SEAL]

Lynn Reynolds
Notary Public Signature



Lynn Reynolds
Notary Public—Printed Name

My commission expires the 21 day of February, 2025

[The remainder of this page is left blank intentionally.]

ACCEPTANCE BY CITY

Accepted this _____ day of _____, 2023, by the CITY OF NORFOLK, NEBRASKA, a Municipal Corporation.

ATTEST:

Brianna Duerst, City Clerk

Josh Moenning, Mayor

(S E A L)

Approved as to form:

Danielle Myers – Noelle, City Attorney

STATE OF NEBRASKA)
) ss
COUNTY OF MADISON)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said County and State, personally came Josh Moenning, Mayor, and Brianna Duerst, City Clerk, of the CITY OF NORFOLK, NEBRASKA, a Municipal Corporation, to me known to be the identical person or persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed on behalf of the corporation.

Witness my hand and official seal on the day and year written above:

[NOTARY SEAL]

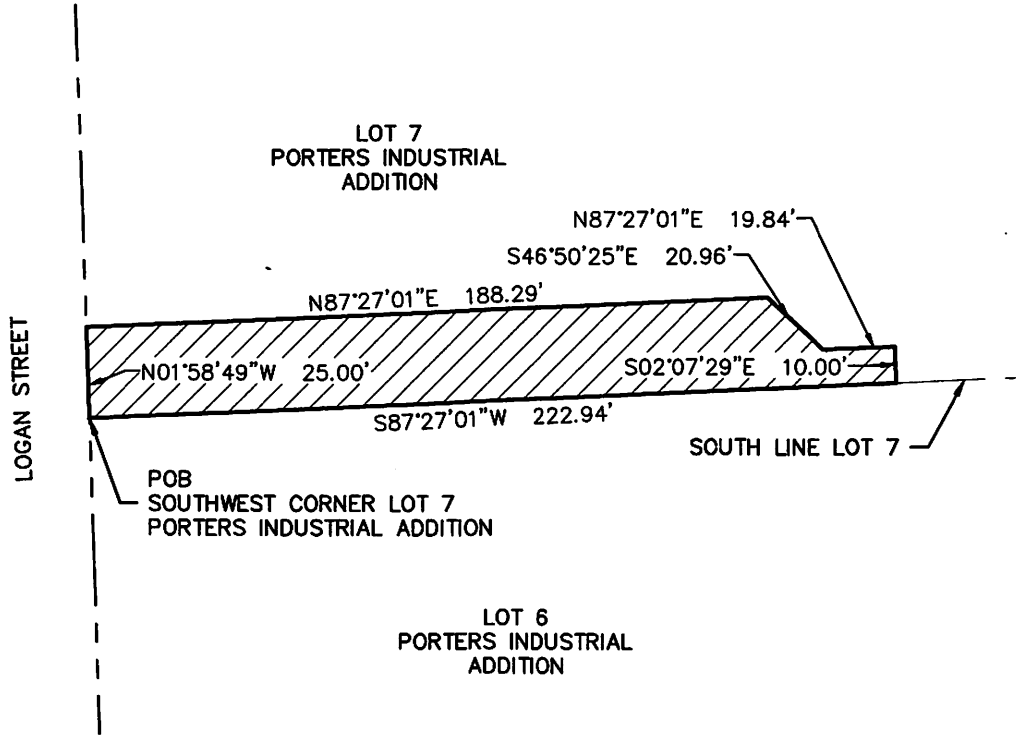
Notary Public – Signature

Notary Public – Printed Name

My commission expires the _____ day of _____, 20____

SANITARY SEWER EASEMENT

CITY OF NORFOLK, MADISON COUNTY, NEBRASKA



LEGEND

- EXISTING PROPERTY LINE
- PROPOSED SANITARY SEWER EASEMENT

SANITARY SEWER EASEMENT DESCRIPTION

A SEWER EASEMENT LOCATED IN PART OF LOT 7, PORTERS INDUSTRIAL ADDITION TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

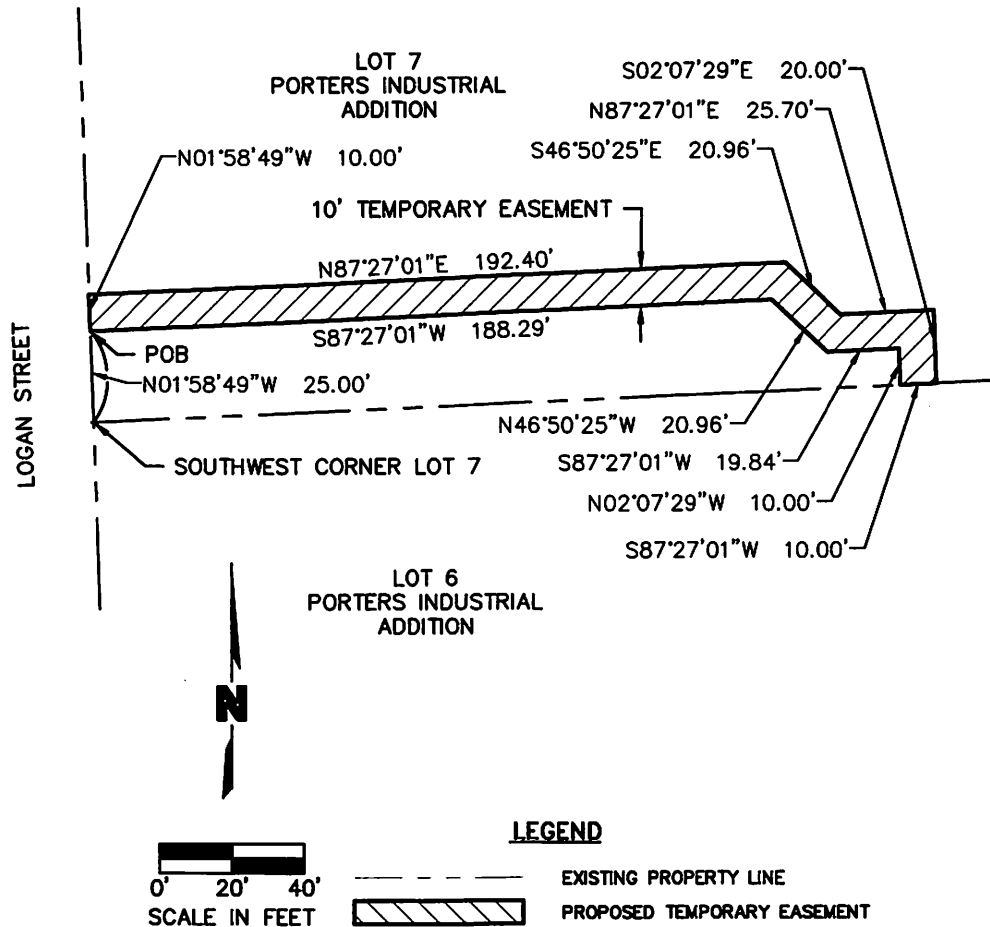
COMMENCING AT THE SOUTHWEST CORNER OF LOT 7, PORTERS INDUSTRIAL ADDITION TO THE CITY OF NORFOLK, MADISON COUNTY, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N01°58'49"W, ON THE WEST LINE OF LOT 7 AND EAST ROW LINE OF LOGAN STREET, A DISTANCE OF 25.00 FEET; THENCE N87°27'01"E, PARALLEL TO THE SOUTH LINE OF LOT 7, A DISTANCE OF 188.29 FEET; THENCE S46°50'25"E, A DISTANCE OF 20.96 FEET; THENCE N87°27'01"E, PARALLEL TO THE SOUTH LINE OF LOT 7, A DISTANCE OF 19.84 FEET; THENCE S02°07'29"E, A DISTANCE OF 10.00 FEET TO A POINT ON THE SOUTH LINE OF LOT 7; THENCE S87°27'01"W, ON SAID SOUTH LINE OF LOT 7, A DISTANCE OF 222.94 FEET TO THE POINT OF BEGINNING. SAID SANITARY SEWER EASEMENT CONTAINS A CALCULATED AREA OF 5,164.48 SQUARE FEET OR 0.12 ACRES MORE OR LESS.

USER: kwalker
 F:\2022\02501-03000\022-02759\40-Design\Exhibits\PERM EASE_SAN_02202759.dwg
 V_XTOPFO_SPC_02202759
 XREFS: C_PUTIL_02202759
 DATE: Aug 02, 2023 11:49am
 DWG:

PROJECT NO: 022-02759	SANITARY SEWER EASEMENT	olsson	1103 Riverside Blvd. Norfolk, NE. 68701 TEL 402.347.5434	EXHIBIT
DRAWN BY: TRE			2	
DATE: 2/23/23				

TEMPORARY EASEMENT

CITY OF NORFOLK, MADISON COUNTY, NEBRASKA



USER: kwelker
 DWG: F:\2022\02501-03000\022-02759\40-Design\Exhibits\TEMP EASE_SAN_02202759.dwg
 DATE: Aug 02, 2023 11:50am
 XREFS: V_XTPO_SPC_02202759 C_PUTIL_02202759

10' TEMPORARY EASEMENT DESCRIPTION

A 10 FOOT TEMPORARY EASEMENT LOCATED IN PART OF LOT LOT 7, PORTERS INDUSTRIAL ADDITION TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 7, PORTERS INDUSTRIAL ADDITION TO THE CITY OF NORFOLK, MADISON COUNTY, THENCE ON AN ASSUMED BEARING OF N01°58'49"W, ON THE WEST LINE OF LOT 7 AND EAST ROW LINE OF LOGAN STREET, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N01°58'49"W, ON SAID WEST LINE OF LOT 7 AND SAID EAST ROW LINE, A DISTANCE OF 10.00 FEET; THENCE N87°27'01"E, A DISTANCE OF 192.40 FEET; THENCE S46°50'25"E, A DISTANCE OF 20.96 FEET; THENCE N87°27'01"E, A DISTANCE OF 25.70 FEET; THENCE S02°07'29"E, A DISTANCE OF 20.00 FEET TO A POINT ON THE SOUTH LINE OF LOT 7; THENCE S87°27'01"W, ON SAID SOUTH LINE OF LOT 7, A DISTANCE OF 10.00 FEET; THENCE N02°07'29"W, A DISTANCE OF 10.00 FEET; THENCE S87°27'01"W, A DISTANCE OF 19.84 FEET; THENCE N46°50'25"W, A DISTANCE OF 20.96 FEET; THENCE S87°27'01"W, A DISTANCE OF 188.29 FEET TO THE POINT OF BEGINNING. SAID 10 FOOT TEMPORARY EASEMENT CONTAINS A CALCULATED AREA OF 2,490.76 SQUARE FEET OR 0.06 ACRES MORE OR LESS.

PROJECT NO: 022-02759	TEMPORARY EASEMENT	olsson	1103 Riverside Blvd. Norfolk, NE. 68701 TEL 402.347.5434	EXHIBIT
DRAWN BY: TRE			2A	
DATE: 3/3/23				

CITY OF NORFOLK % STREETS / VPD

BIDS DUE - 3:30 P.M., WEDNESDAY, 09/20/2023

RFB for contractor or multiple contractors to provide snow operation services for downtown streets and VPD parking lot locations
for the 2023-2024 Snow Operation Season

BIDDER	COST PROPOSAL - PILING SNOW IN VPD Parking Lots	COST PROPOSAL - SNOW HAULING/REMOVAL of piles from VPD Parking Lots to NTS - Monroe Ave.	COST PROPOSAL - SNOW HAULING/REMOVAL of piles from Norfolk Streets to NTS - Monroe Ave.	OPTION#1 - SNOW MELTING SERVICE	OPTION #2 - RATE - LIQUID DE-ICING PER REQUEST	CREDIT CARD PAYMENTS	CREDIT CARD FEE
OLSON MOWING & SNOW REMOVAL, NORFOLK, NE	\$1650 PER PUSH - (Discounted rates for clean up passes)	\$150 PER HR - DUMP TRUCK \$200 PER HR - 3.5 YRD LOADER	\$150 PER HR - DUMP TRUCK	N/A	\$1450 AVE - PER APPLICATION (AS-NEEDED)	YES	3%
ASPM LANDSCAPING	N/A	\$180 PER HR - SEMI & SIDE DUMP \$280 PER HR - 6 YRD LOADER	\$180 PER HR - SEMI & SIDE DUMP \$280 PER HR - 6 YRD LOADER	N/A	\$1.74 GAL FOR 70% BRINE 30% BEET JUICE	NO	-
LAWNS R US, LLC	\$2450 for all lots	N/A	N/A	Ice Melt for all lots is \$1,250	All Lots - \$1,250	NO	-



City of Norfolk
Will Elwell

September 26th, 2023

State Contract # 15760

- 1. 2024 Ford F350 4x4 Crew Cab XL: \$63,609
- 2. 6.7L Diesel automatic--included
- 3. 40/20/40 gray vinyl seats--included
- 4. Vinyl flooring--included
- 5. 8' box: \$495
- 6. Power equipment group--included
- 7. Limited slip axle--included
- 8. Tow package--included
- 9. Exterior color of choice--included
- 10. Engine block heater--included
- 11. XL package standard equipment
- 12. ETA: 4-6 months

Total State Contract price: \$64,104

Bobby Colclasure

Anderson Auto Group

Commercial & Fleet Director

2500 Wildcat Dr., Lincoln, NE 68521

Cell-402-617-4521

Because People Matter...

We will serve your needs by always doing what is right.



LINCOLN NORTH

2500 Wildcat Drive
Lincoln, NE 68521
402 458 9800

LINCOLN SOUTH

3201 Yankee Hill Road
Lincoln, NE 68512
402 464 0661
(Opening Fall 2011)

GRAND ISLAND

120 Diers Avenue
Grand Island, NE 68803
308 384 1700

ST. JOSEPH

2207 North Belt Highway
St. Joseph, MO 64506
816 383 8000



Jim Pillen
Governor

STATE OF NEBRASKA
NEBRASKA LIQUOR CONTROL COMMISSION

Hobert B. Rupe
Executive Director
301 Centennial Mall South
P.O. Box 95046
Lincoln, Nebraska, 68509-5046
Phone (402) 471-2571
Fax (402) 471-2814 or (402) 471-2374
TRS USER 800-833-7352 (TTY)
Web Address <https://www.lcc.nebraska.gov/>

- ADDITION
- DELETION
- CHANGE OF LOCATION
- RECONSTRUCTION

LICENSING STAFF: HY 9.25.23

TO: NORFOLK CITY CLERK

LICENSE #: I-082871

LICENSEE: CEC LANES, LLC

TRADE NAME: KING'S LANES

ADDRESS: 1000 RIVERSIDE BLVD

CITY/COUNTY/ZIP: NORFOLK/MADISON/68701

CONTACT PERSON/PHONE #: TONY TILLEMANS 320.251.9131 EXT 102

CONTACT EMAIL: TONYT@CECTHEATRES.COM

REQUEST: ADDITION OF INDOOR AREA APPROX 200 X 124 (MOVIE THEATRE)

MAKING THE NEW DESCRIPTION:
ENTIRE ONE STORY IRREGULAR SHAPED BUILDING APPROX 200 X 410

- APPROVED
- DENIED
- COMMENTS: _____

Clerk's Name: _____ Date: _____

Kim Lowe
Commissioner

Bruce Bailey
Chairman

Harry Hoch
Commissioner

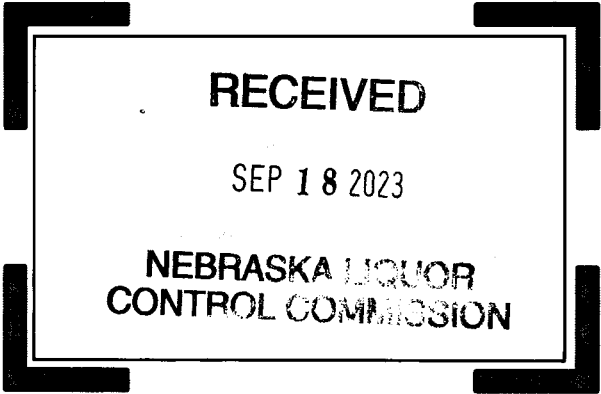
10/2/2023

ADDITION TO LICENSED AREA

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.frontdesk@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

License Class: I

License Number:
082871



Application Requirements:

- Fee of \$45.00 – You may pay online at www.ne.gov/go/NLCCpayport or include a check made payable to the Nebraska Liquor Control Commission
- Must include a copy of the lease, deed or purchase agreement showing ownership in the name of the applicant of area to be added.
- Must include simple hand drawn sketch showing existing licensed area and area to be ADDED, must include outside dimensions in feet (not square feet), show direction North.
DO NOT SEND BLUE PRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS
- Check with your local governing body for any additional requirements that may be necessary in making this request for addition
 - Rules & Regulations Chapter 2-012.0712.07 Outdoor area shall mean an outdoor area included in licensed premises, which is used for the service and consumption of alcoholic liquors and which is contained by a permanent fence, wall or other barrier approved by the Commission and shall be in compliance with all building and fire, or other applicable local ordinances

LICENSEE NAME CEC Lanes LLC

TRADE NAME King's Lanes

PREMISE ADDRESS 1000 Riverside Blvd

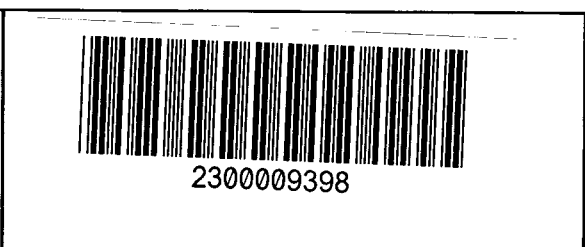
CITY Norfolk ZIP CODE 68701 COUNTY Madison

CONTACT PERSON Tony Tillemans

PHONE NUMBER OF CONTACT PERSON 320-251-9131 ext 102

EMAIL ADDRESS OF CONTACT PERSON TonyT@cectheatres.com

Office use only
PAYMENT TYPE CC 133561
AMOUNT \$45 RCPT _____
RECEIVED: 9-18-23
DATE DEPOSITED 9-18-23



1. Will this addition cause the premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children; OR within 300 feet of a college or university campus?

____ YES NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Nebraska Revised Statute 53-177(1) AND PROVIDE FORM 134 – CHURCH OR FORM 135 – CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS

2. What is being added? Explain the type of addition that is being requested, i.e. beer garden, adding to building *if adding an outdoor area permanent fencing is required. Please contact the local governing body for other requirements regarding fencing.

Allow alcohol to be taken into theatre area for consumption.

DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

IN THE SPACE PROVIDED BELOW OR ATTACH A DRAWING
SHOW EXISTING LICENSED AREA AND AREA TO BE ADDED
DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS
PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)
INDICATE THE DIRECTION OF NORTH

Building length 376 x width @ 170 in feet

Is there a basement? Yes _____ No If yes, length _____ x width _____ in feet

Is there an outdoor area? Yes _____ No If yes, length _____ x width _____ in feet

*If adding an outdoor area permanent fencing is required. Please contact the local governing body for other requirements regarding fencing

Number of floors of the building 1

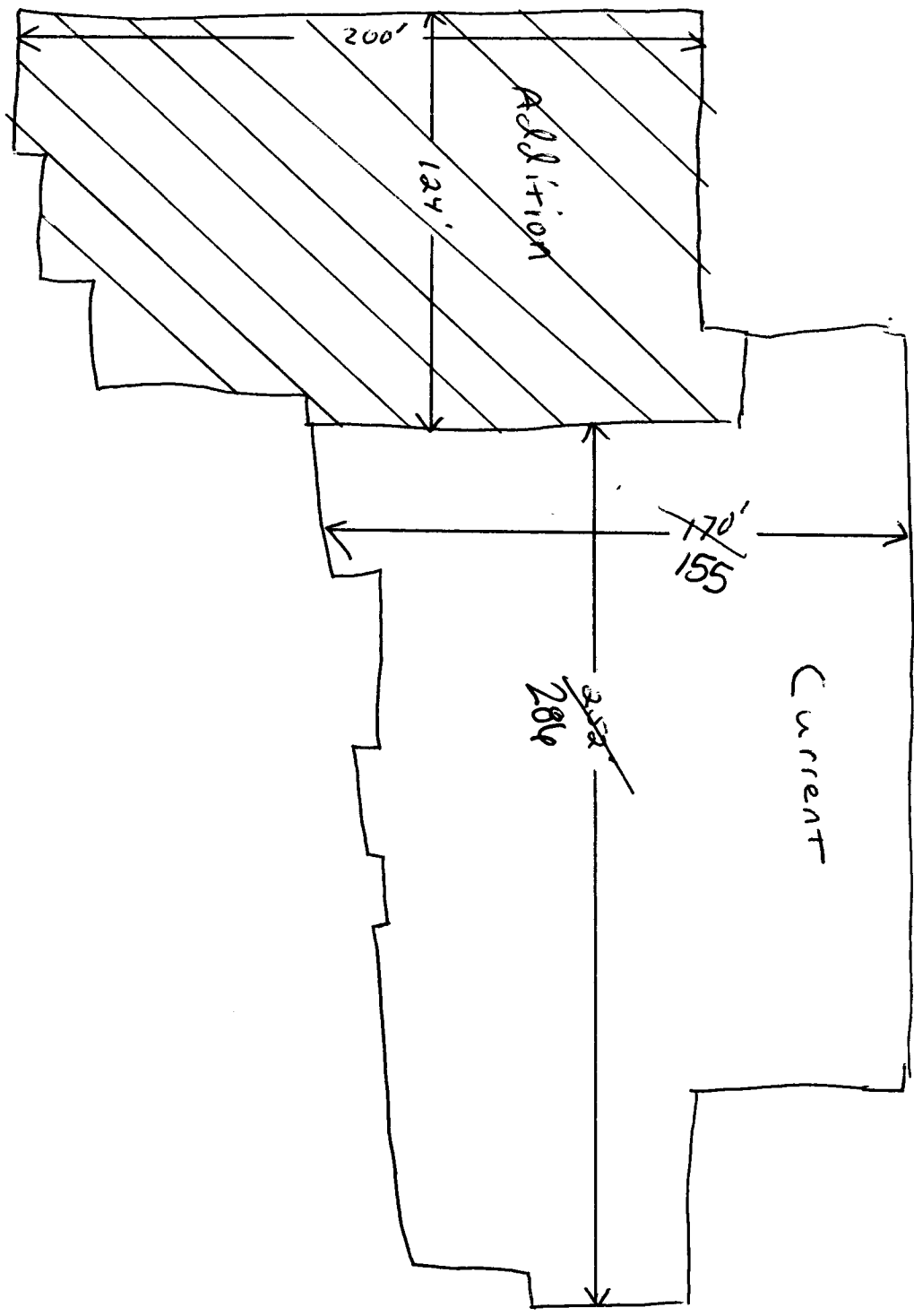
PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET

I acknowledge that the premises as added to comply in all respects with the requirements of the act.
Neb Rev Stat §53-129

Tony Tillemans
Signature of LICENSEE

Tony Tillemans
Printed Name of LICENSEE

N



W

E

S

LEASE AMENDMENT (Expanded Area)

Norfolk Entertainment, LLC, a Minnesota limited liability company (“Landlord”), and **CEC Lanes, L.L.C.**, a Nebraska limited liability company (“Lanes”), and **Cinema Entertainment Corp.**, a Minnesota corporation (“Cinema”), make this Amendment effective as of August 1, 2023.

1. **Description of Premises.** Landlord leases to Lanes (“Bowling Alley”) as identified in **Exhibit A**. Landlord leases to Cinema (“Movie Theater”) as also identified in **Exhibit A**.

2. **Expanded Area.** The parties agree that it would be beneficial to allow customers access to both the Movie Theatre area and the Bowling Alley regardless of where they enter the building.

A. **Use.** The free movement between the Bowling Alley and Movie Theater shall be maintained so that the guests of both tenants may use the facilities of and patronize both tenants during business hours. This includes the ability to carry food and beverages purchased from the Bowling Alley to the Movie Theater and from the Movie Theater to the Bowling Alley.

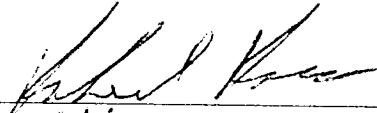
B. **Control and Maintenance.** Lanes shall be solely responsible for the rent, maintenance, and leasehold obligations of the Bowling Alley. Cinema shall be solely responsible for the rent, maintenance, and leasehold obligations of the Movie Theater.

3. **Underlying Leases.** Except as modified by this Amendment, the covenants, representations and warranties contained in the underlying leases for the Bowling Alley and Movie Theater remain in full force and effect.

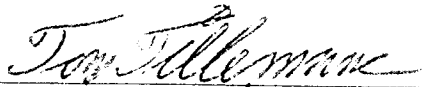
[Remainder of page intentionally left blank.]

Landlord and Tenant have caused this instrument to be executed in the form and manner sufficient by law.

Norfolk Entertainment, LLC, Landlord

By  Robert Russ
Its Chief Manager

CEC Lanes, L.L.C., Bowling Alley Tenant

By  Tony Tillemans
Its Vice President

Cinema Entertainment Corp., Movie Theater Tenant

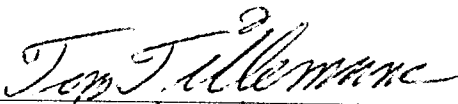


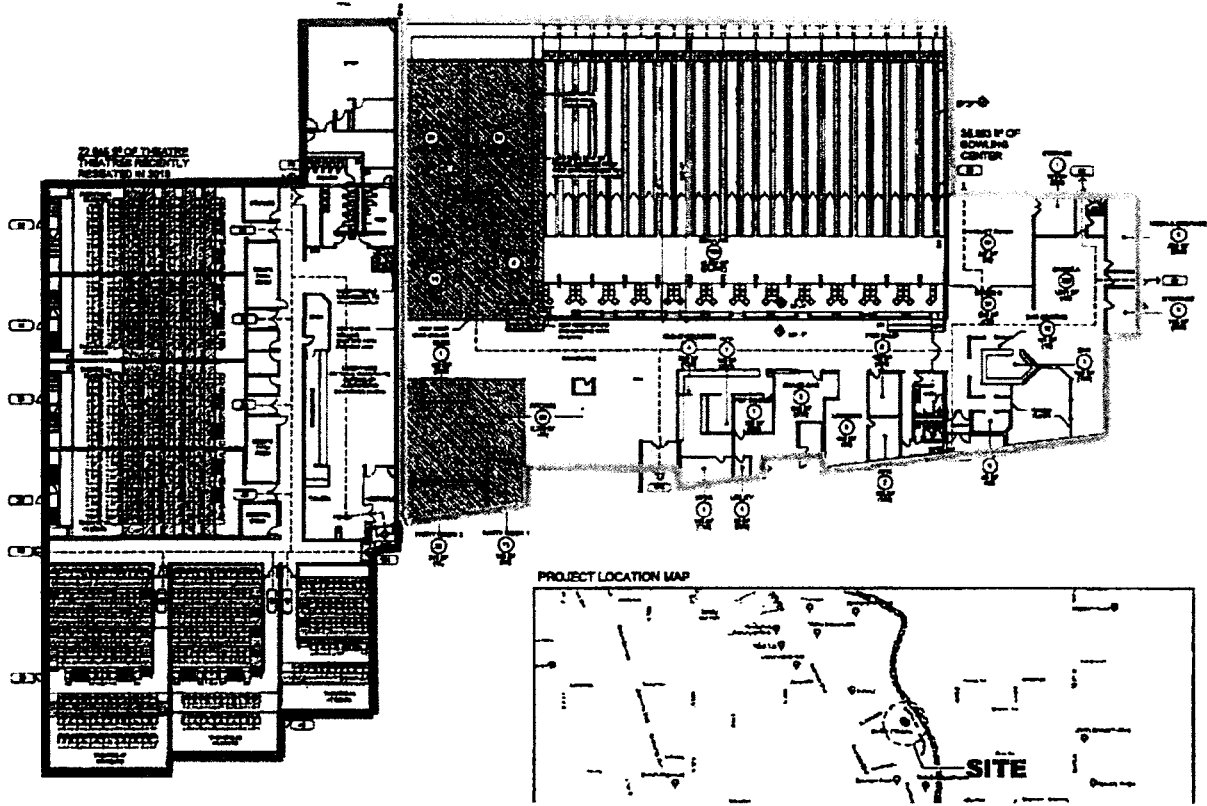
By  Tony Tillemans
Its Vice President

EXHIBIT A
(Premises)

Movie Theater = 
Bowling Alley = 



4882-8915-2382, v. 1

***SUPPORT CITIZENS
WITH
INTELLECTUAL DISABILITIES WEEK
PROCLAMATION***

Whereas, intellectual disabilities affect one out of every ten families in American and over 50,000 Nebraskans; and

Whereas, quality of life is important to all citizens of our city, including children and adults with intellectual disabilities; and

Whereas, the Knights of Columbus is a charitable and fraternal organization that promotes the dignity and welfare of citizens with intellectual disabilities; and

NOW, THEREFORE, I, Josh Moenning, Mayor of the City of Norfolk, Nebraska, by the power vested in me, do hereby proclaim the week of October 5 – 8, 2023 as:

“SUPPORT CITIZENS WITH INTELLECTUAL DISABILITIES WEEK”

in the City of Norfolk and encourage citizens to take note of the observance.

Mayor

October 2, 2023

S E A L

DISTINGUISHED CITIZENSHIP RECOGNITION

Ruby Thone

“People Power Award”

WHEREAS, for her act of distinguished citizenship and generosity, in this instance for creating “Ruby’s Rainbow of Hope,” which involves making care bags packed with a cozy blanket, an activity book and other essential items, as well as a special note of encouragement, donated to those who are battling cancer; and

WHEREAS, People Power Awards are distributed to those Norfolkans, who of their own accord, motivated by goodwill and loving and caring for their neighbors as themselves, commit acts of extraordinary thoughtfulness, generosity, and compassion, demonstrating the power of people helping people and neighbor helping neighbor throughout our community.

NOW, THEREFORE, BE IT RESOLVED that I, Josh Moenning, Mayor of the City of Norfolk, Nebraska, along with the Norfolk City Council, hereby recognize Ruby Thone for her extraordinary act of citizenship.

Mayor Josh Moenning, Norfolk, Nebraska

October 2, 2023

S E A L

City of Norfolk's

"PEOPLE POWER" AWARD

Proudly Presented To

Ruby Thone

for distinguished citizenship and generosity, in this instance for creating "Ruby's Rainbow of Hope," for those who are battling cancer

.....
Date

.....
Mayor Josh Moenning

September 7, 2023

Dear Mayor and Council:

The Norfolk Planning Commission held a public hearing to hear comments on and review the Blight and Substandard Determination Study for the area referred to as “Wyndham Hills Area Study” on September 6, 2023.

The study comprises an estimated 51.72 acres located inside of the city limits of Norfolk.

The Nebraska Community Redevelopment Law identifies four substandard and twelve blight criteria. Three of the substandard criteria and nine of the blight criteria were identified as being met by JEO Consulting Group and the Area was found to warrant a designation as blighted and substandard.

The Planning Commission recommends approval of the declaration of Wyndham Hills Area study as blighted and substandard with a 5-0 vote.

Sincerely,



Dirk Waite, Vice-Chair
Norfolk Planning Commission

2023

City of Norfolk Wyndham Hills Area Study



JEO Consulting Group, Inc.

Introduction

Purpose of the Study

This Wyndham Hills Area blight and substandard study of the designated study area is intended to give the Community Development Agency and City Council the basis for considering the existence of blight and substandard conditions within the delineated study area. Through this process, the City of Norfolk's Community Development Agency may employ and exercise the power authorized in Nebraska Community Development Law to eliminate and prevent blighted and substandard conditions that are detrimental to the future public health, safety, morals, and general welfare of the entire community as well as the surrounding region. If the City of Norfolk finds and determines, based on substantial evidence in the record before it, that the recommended Blight and Substandard Area (detailed below and referred to herein as "Wyndham Hills Area Blight Study Area") meets the statutory conditions for an area that is blighted, substandard, and in need of redevelopment, the designated study area will become a Redevelopment Area under the Community Development Law (Neb. Rev. Stat. §§ 18-2101 to 18-2155).

This blight and substandard study examines existing conditions of land use, physical and other constraints, buildings, and structures within the designated study area in the City of Norfolk to determine its eligibility for redevelopment activities. Potential opportunities for redevelopment exist throughout the designated study area, which would allow the City of Norfolk to overcome blighted and substandard conditions and avoid issues that could lead to blight and substandard conditions. When evaluating blight and substandard conditions, the City of Norfolk must adhere to Nebraska Community Development Law.

Nebraska Revised State Statutes

The Community Development Law provides guidelines under which municipalities may address concerns and develop strategies for the rehabilitation and redevelopment of deteriorating area, as well as the prevention and elimination of substandard and blighted area. The Legislature has declared, in pertinent part:

It is hereby found and declared that there exist in cities of all classes and villages of this state area which have deteriorated and become substandard and blighted because of the unsafe, insanitary, inadequate, or overcrowded condition of the dwellings therein, or because of inadequate planning of the area, or excessive land coverage by the buildings thereon, or the lack of proper light and air and open space, or because of the defective design and arrangement of the buildings thereon, or faulty street or lot layout, or congested traffic conditions, or economically or socially undesirable land uses...These conditions are beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by the ordinary operations of private enterprise without the aids herein provided...It is further found and declared that the prevention and elimination of blight is a matter of state policy, public interest, and statewide concern and within the powers and authority inhering in and reserved to the state, in order that the state and its municipalities shall not continue to be endangered by area which are focal centers of disease, promote juvenile delinquency, and consume an excessive proportion of their revenue. §18-2102

Consistent with these findings, municipalities have been granted the power to address deterioration, substandard conditions, and blight through any number of means, including “the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the city, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations, relating to the use of land and the use and occupancy of buildings and improvements, the disposition of any property acquired, and the providing of necessary public improvements.” Neb. Rev. Stat. §18-2104.

Nebraska Revised Statute §18-2104 enables a municipality to declare that blight and substandard conditions exist. The statute reads,

The governing body of a city, to the greatest extent it deems to be feasible in carrying out the provisions, shall afford maximum opportunity, consistent with sound needs of the city, to the rehabilitation or redevelopment of the community redevelopment area by private enterprises. The governing body of a city shall give consideration to this objective in exercising its powers, including the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the city, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations relating to the use and occupancy of buildings and improvements, the disposition of any property acquired, and providing of necessary public improvements.

The process of improving an area begins with the creation of a municipality-wide workable program for utilizing appropriate private and public resources to address the specific conditions to be improved. Such workable programs may include “provision for the prevention of the spread of blight into area of the municipality which are free from blight through diligent enforcement of housing, zoning, and occupancy controls and standards; the rehabilitation or conservation of substandard and blighted area or portions thereof by re-planning, removing congestion, providing parks, playgrounds, and other public improvements by encouraging voluntary rehabilitation and by compelling the repair and rehabilitation of deteriorated or deteriorating structures; and the clearance and redevelopment of substandard and blighted area or portions thereof.” Neb. Rev. Stat. §18-2105.

The statutes provide a means for the governing body of a municipality to address and develop strategies for rehabilitation and redevelopment of the community. Nebraska Revised Statute §18-2105 also grants authority to the governing body to formulate a redevelopment program. The statute reads:

The governing body of a city or an authority at its direction for the purposes of the Community Development Law may formulate for the entire municipality a workable program for utilizing appropriate private and public resources to eliminate or prevent the development or spread of urban blight, to encourage needed urban rehabilitation, to provide for the redevelopment of substandard and blighted area, or to undertake such of the aforesaid activities or other feasible municipal activities as may be suitably employed to achieve the objectives of such workable program. Such workable program may include, without limitation, provision for the prevention of the spread of blight into area of the municipality which are free from blight through diligent enforcement of housing, zoning and occupancy controls and standards; the rehabilitation or conservation of substandard or blighted area or portions thereof by replanning, removing congestion, providing parks, playgrounds, and other public improvements by encouraging voluntary rehabilitation and by compelling the repair and rehabilitation of deteriorated or deteriorating structures; and the clearance and redevelopment of substandard and blighted area or portions thereof. §18-2105

Prior to the adoption of a redevelopment plan, a municipality must have an adopted comprehensive plan (§18-2110) and shall have declared the redevelopment area to be a substandard and blighted area in need of redevelopment (§18-2109).

The important community development terms are defined in Nebraska Revised Statute §18-2103, several of which are shown below (organization and emphasis added):

Substandard area means an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare;

Blighted area means an area, which

(a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use; and,

(b) in which there is at least one of the following conditions:

- (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average;
- (ii) the average age of the residential or commercial units in the area is at least forty years;
- (iii) more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time;
- (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or

(v) the area has had either stable or decreasing population based on the last two decennial censuses.

In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a village shall not designate an area larger than one hundred percent of the village as blighted;

Substandard and Blight Eligibility Analysis

Designated Study Area

The designated study area is property within the corporate limits for evaluation pursuant to the Community Development Law. The area is a residential district. The designated study area was selected for a number of reasons, including:

1. The presence of blighted and substandard characteristics within the study area.
2. The potential for private development and redevelopment activities within the study area.
3. The need for improvements in infrastructure due to specific existing conditions.
4. The economical and functional obsolescence of certain properties within the study area.
5. The need for public intervention to stimulate the development and redevelopment of vital infrastructure systems and housing to support these private redevelopment efforts.

Once declared substandard and blighted, the City of Norfolk can stimulate and manage future development in this area by creation and use of the redevelopment plan and its statutory authority to provide financial incentives for private development.

Through the redevelopment process, the City of Norfolk can guide future development in the community and provide financial incentives for development. The use of the Nebraska Community Redevelopment Law by the City of Norfolk is intended to improve the community and enhance the quality of life for all residents by eliminating conditions that contribute to the spread of blight and hinder private reinvestment in the area due to these factors. Using the Nebraska Community Development Law, Norfolk can eliminate negative factors and implement programs and/or projects identified to improve conditions, thereby removing, or preventing blight and substandard conditions.

Substandard and Blight Conditions

As set forth in section 18-2103(31), **substandard area** shall mean an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which by reason of the following:

1. **Dilapidation/deterioration***
Exterior inspection of buildings to note deficiencies (sound, minor, major, dilapidated)
 - Examples include structural (walls, foundation, roof), building systems (gutters, roof surface, chimney), and architectural systems (fire escapes, weatherization, steps, exterior paint, site conditions).
2. **Age or obsolescence**
Estimate age of structures (40+ years criteria)
3. **Inadequate provision for ventilation, light, air, sanitation, or open spaces**
Overall sight conditions
 - Examples include junked cars or debris, cluttered alleyways, antiquated infrastructure systems (overhead power lines), outdoor storage/sanitation facilities, unpaved parking/outdoor storage.
4. **Other substandard conditions**
 - (a) High density of population and overcrowding (census); or
 - (b) The existence of conditions which endanger life or property by fire and other causes as unsanitary and unsafe conditions which endanger life or property by fire and other natural causes floodplain; or
 - (c) Any combination of such factors is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime; is detrimental to the public health, safety, morals, or welfare (includes sanitation concerns,

inadequate infrastructure systems (sewer, water service mains, storm sewers), poor lighting, crime statistics, floodplain area, outdoor storage, site clutter).

As set forth in the Community Development Law, a **blighted area** shall mean an area, which by reason of the presence of:

1. **A substantial number of deteriorated or deteriorating structures***
Exterior inspection of buildings to note deficiencies (sound, minor, major, dilapidated)
 - Examples include structural (walls, foundation, roof), building systems (gutters, roof surface, chimney), and architectural systems (fire escapes, weatherization, steps, exterior paint, site conditions).
2. **Existence of defective or inadequate street layout**
Condition of streets/inadequate access including sidewalks
 - Examples include street conditions, dead ends, railroad crossings, linear downtown, narrow alleyways, blind crossings, and sidewalk condition.
3. **Faulty lot layout in relation to size, adequacy, accessibility, or usefulness**
Conditions associated with accessibility/usefulness of the lots
 - Examples include land locked parcels, odd shaped lots, undersized lots, lots with accessibility concerns.
4. **Unsanitary or unsafe conditions**
Conditions which pose a threat to public health and safety
 - Examples include age and physical condition of structures, floodplain, lack of public infrastructure systems, unsanitary conditions, ventilation concerns.
5. **Deterioration of site or other improvements**
Field observation of age and condition of public utilities, debris, and inadequate public improvements
 - Examples include lack of off-street parking, storm drainage, junk cars, dilapidated structures, debris, on-site storage, congested overhead power lines.
6. **Diversity of ownership**
The total number of unduplicated owners
 - Examples include the necessity of to acquire numerous lots is a hindrance to redevelopment. However, land assemblage of larger proportions necessary for major developments, is more economically feasible and will attract financial support, as well as public patronage required to repay such financial support. Such assemblage is difficult without public intervention.
7. **Tax or special assessment delinquency exceeding the fair value of the land**
Examination of public records to determine the status of taxation of properties
 - Examples include delinquent taxes, real estate taxes or special assessments exceeding the fair market value.
8. **Defective or unusual conditions of title**
Examine public records to determine any defective or unusual title defects
 - Examples include improper filings, liens, defective titles, etc.
9. **Improper subdivision or obsolete platting**
Examine public records to determine improper subdivision and obsolete platting
 - Examples include undersized lots, improper zoning, lot configuration, easement concerns, never recorded vacated streets, accessibility concerns.

- 10. The existence of conditions which endanger life or property by fire or other causes**
Examine conditions which endanger life or property
- Examples include inadequate, undersized, or inoperative public infrastructure systems, floodplain, building materials, site access, on-site storage (cars), secluded area for pests and vermin to thrive, inadequate surface drainage, street/sidewalk conditions, etc.
- 11. Any combination of such factors, substantially impairs or arrests the sound growth of the community, hinders the provision of housing accommodations, or constitutes an economic or social liability**
Economic and/or socially undesirable land uses
- Examples include incompatible land uses, economic obsolescence, functional obsolescence which relates to the property's ability to compete in the marketplace.
- 12. Is detrimental to the public health, safety, morals, or welfare in its present condition and use; and in which there is at least one of the following conditions:**
- (a) Unemployment in the designated blighted area is at least one hundred twenty percent of the state or national average (Census statistics);
 - (b) The average age of the residential or commercial units in the area is at least 40 years (Public Records);
 - (c) More than half of the plotted and subdivided property in the area is unimproved land that has been within the city for 40 years and has remained unimproved during that time (Public records);
 - (d) The per capita income of the designated blighted area is lower than the average per capita income of the city or village in which the area is designated (Census); or
 - (e) The area has had either stable or decreasing population based on the last two decennial censuses (Census).

*Where structural conditions are evaluated, individual structures are rated in accordance with the following rating schedule as defined by the U.S. Department of Housing and Urban Development: no problem, adequate condition, deteriorating condition, or dilapidated condition. The following descriptions define the rating schedule used to assess and evaluate building and structure conditions:

No Problem

No structural or aesthetic problems are visible.

Adequate Condition

- Slight damage to porches, steps, roofs, etc. is present on the structure,
- Slight wearing away of mortar between bricks, stones, or concrete blocks,
- Small cracks in walls or chimneys,
- Cracked windows,
- Lack of paint, and
- Slight wear on steps, doors, and door and window frames.

Deteriorating Condition

- Holes, open cracks, rotted, loose, or missing materials in parts of the foundation, walls, (up to one-quarter of the wall), or roof (up to one-quarter of roof),
- Shaky, broken, or missing steps or railings,
- Numerous missing and cracked windowpanes,
- Some rotted or loose windows or doors (no longer wind- or waterproof),
- Missing bricks or other masonry of chimney, and
- Makeshift (un-insulated) chimney.

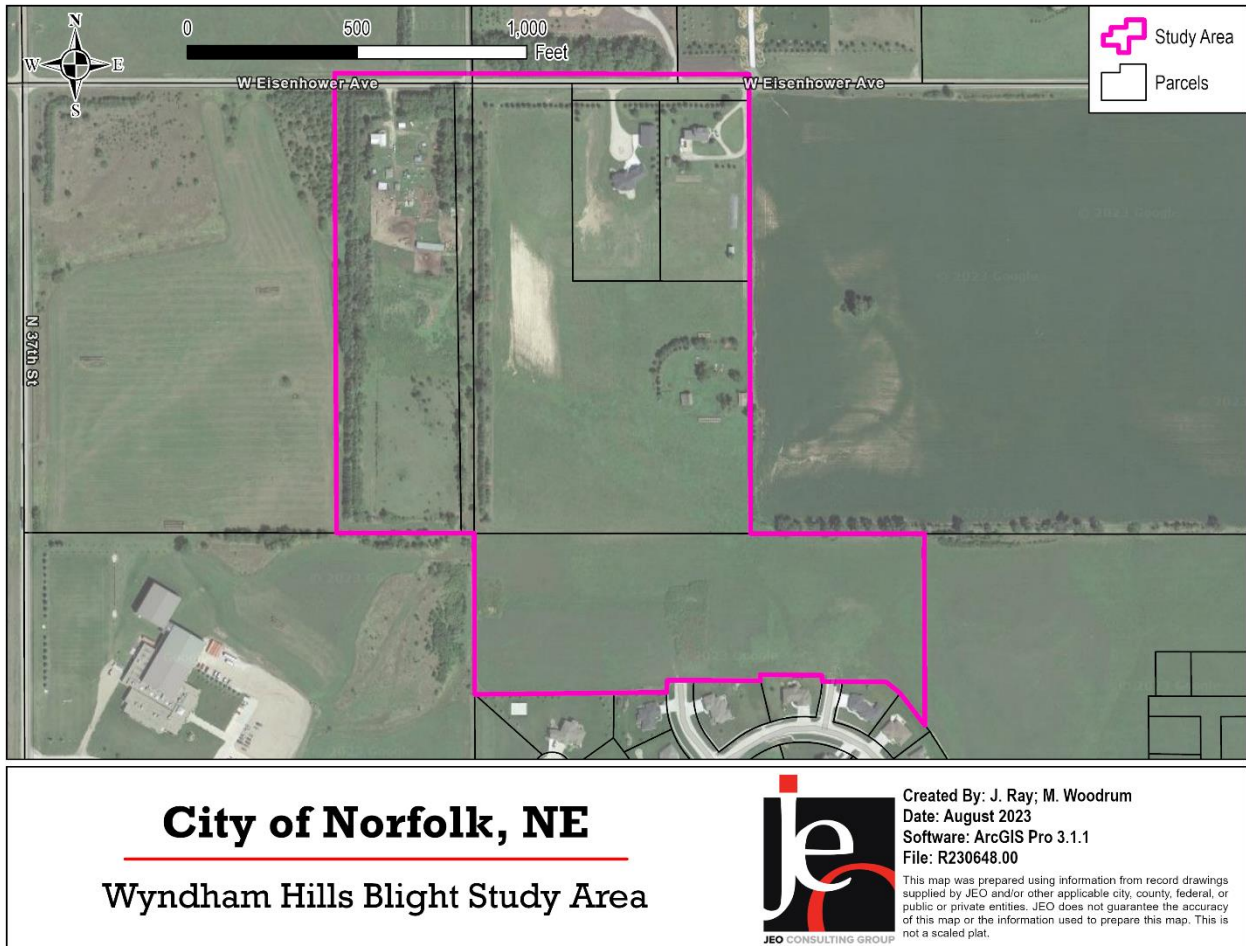
Dilapidated Condition

- Holes, open cracks, or rotted, loose or missing material (siding, shingles, brick, concrete, tiles, plaster, floorboards) over large area of foundation, on walls or on roof,
- Substantial sagging of roof, floors, or walls,
- Extensive damage by fire, flood, or storm, and
- Inadequate original construction such as makeshift walls, roofs made of scrap materials, foundations or floors lacking, or converted barns, sheds, and other structures not adequate for housing.

Designated Study Area

The study area as identified can be found in Figure 1. For this study, the study area will be known as the “Designated Study Area” which was reviewed for substandard and blight characteristics.

Figure 1: Designated Study Area



Recommended Blight and Substandard Area

Based upon the review of the designated study area, and its context with the community, JEO Consulting Group recommends the designated study area be recommended as a Blight and Substandard Area. This area consists of approximately 51.72 acres. The following legal description delineates the Recommended Area

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 17 AND IN THE SOUTHWEST QUARTER OF SECTION 8, ALL IN TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE SIXTH P.M., IN MADISON COUNTY, NEBRASKA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE NORTHERLY ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8 TO THE NORTHERLY RIGHT-OF-WAY LINE OF WEST EISENHOWER AVENUE AND THE POINT OF BEGINNING. THENCE EASTERLY ON THE SAID NORTHERLY LINE RIGHT-OF-WAY LINE, 815 FEET, MORE OR LESS TO THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 2, FEILMEIER'S EISENHOWER AVENUE ADDITION TO MADISON COUNTY; THENCE SOUTHERLY ON SAID EAST LINE AND ITS NORTHERLY EXTENSION, TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE CONTINUING SOUTHERLY, TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE EASTERLY ON SAID NORTH LINE, TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTHERLY ON THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, TO NORTHERLY LINE OF WYNDHAM HILLS ADDITION TO THE CITY OF NORFOLK; THENCE WESTERLY ON SAID NORTHERLY LINE, TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTHERLY ON SAID EAST LINE, TO A POINT 11 FEET, MORE OR LESS SOUTH OF THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE WESTERLY 363 FEET, MORE OR LESS; THENCE NORTHERLY PARALLEL WITH AND 363 FEET, MORE OR LESS, DISTANT FROM THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17, TO THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE CONTINUING NORTHERLY TO THE NORTHERLY RIGHT-OF-WAY LINE OF WEST EISENHOWER AVENUE; THENCE EASTERLY ON SAID NORTHERLY RIGHT-OF-WAY LINE, TO THE POINT OF BEGINNING.

Findings and Contributing Factors

The intent of this study is to determine whether the Wyndham Hills Area Blight Study Area within the community has experienced structural and site deterioration or if there are other negative factors which are decreasing the development potential for the area. The field survey conducted on Tuesday, April 11, 2023, indicated the study area has such deterioration or lack of municipal infrastructure, thus the study area warrants further examination regarding blighted and substandard conditions. The following factors were evaluated to determine if there is a reasonable presence of blight and substandard conditions within the Wyndham Hills Area Blight Study Area.

This section reviews the building and structure conditions, infrastructure, site conditions and land use found within the Wyndham Hills Area Blight Study Area based upon the statutory definitions, planning team observations during the field survey, and explains the identified contributing factors. *Appendix A* provides a visual description and documents examples of the different conditions that led to each factor's determination. See *Appendix A* for a visual description of the site conditions, debris, condition of public infrastructure, deteriorating structures and other observed conditions within the Wyndham Hills Area Blight Study Area.

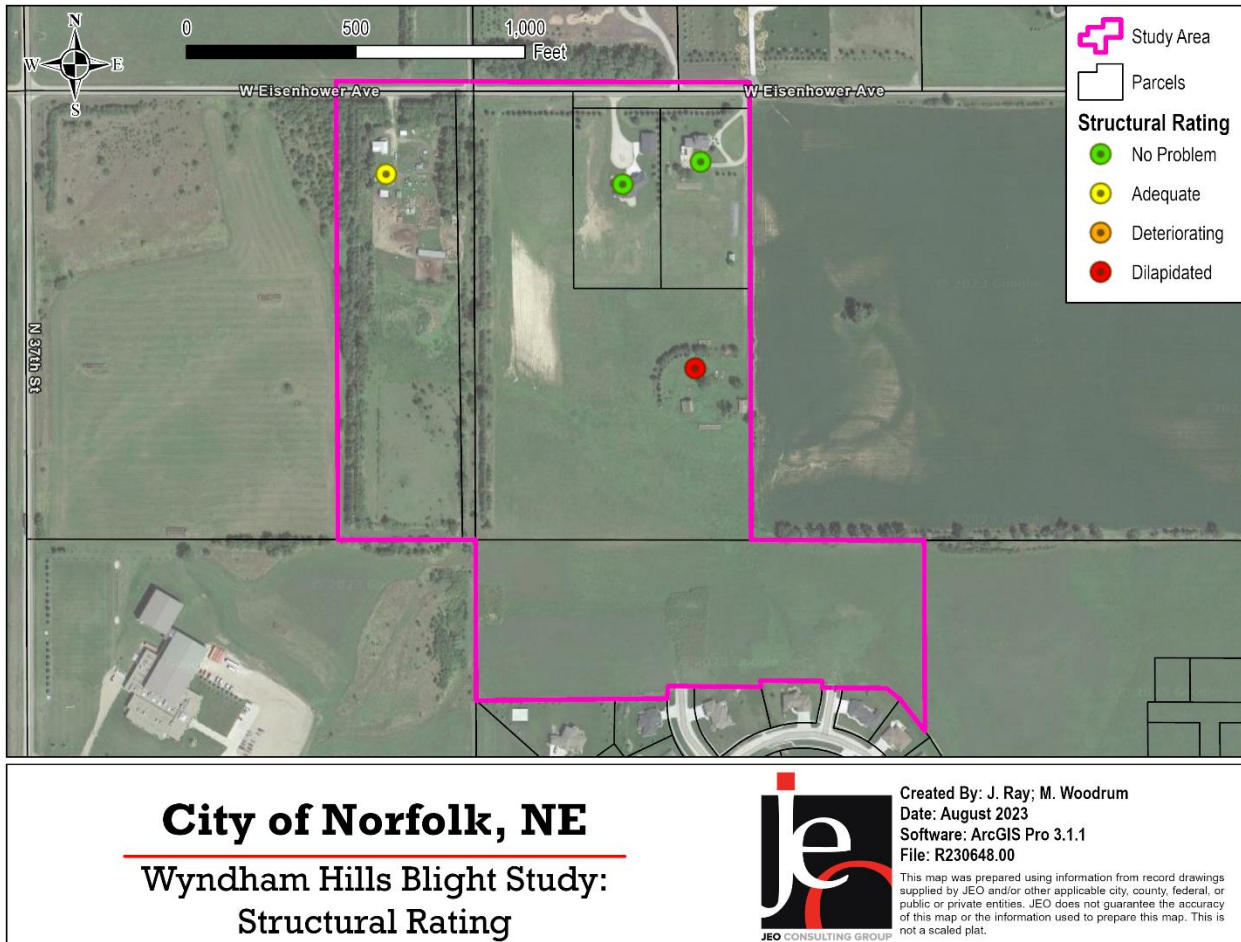
BLIGHTED CRITERIA CONDITIONS

As set forth in the Nebraska legislation, a **blighted area** shall mean an area, which by reason of the presence of:

Substantial Number of Deteriorated or Deteriorating Structures

As a rule, the primary structure for each parcel within the Wyndham Hills Area Blight Study Area was examined. A total of 2 of 4 structures or 50% of the structures within the designated study area were graded as deteriorating or dilapidated. Figure 2 illustrates the distribution of the structural ratings within the study area. This is not considered a significant contributing factor.

Figure 2, Structural Rating



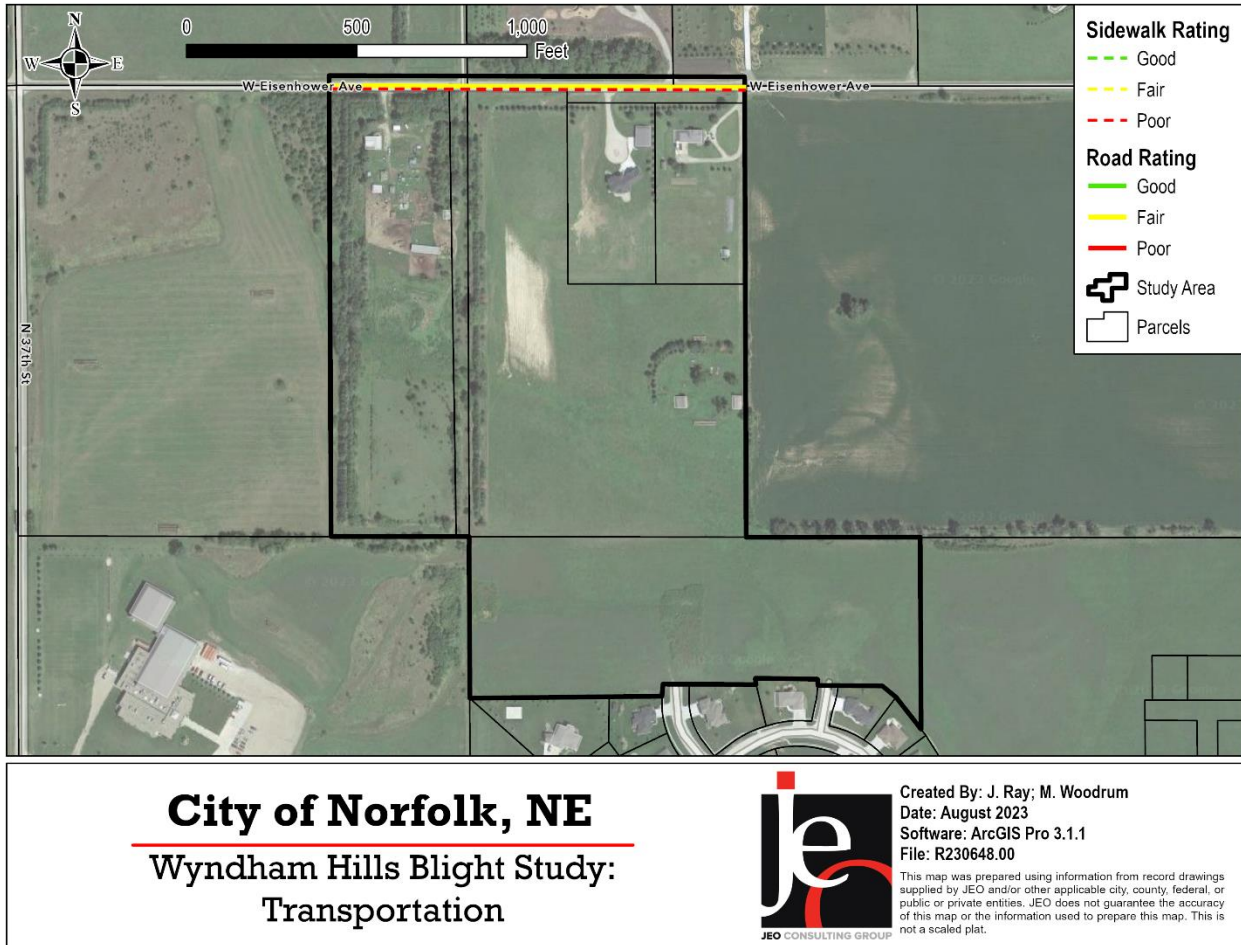
Defective or Inadequate Street Layout

Street Conditions and Accessibility

Street conditions and accessibility within the Wyndham Hills Area Blight Study Area were evaluated in relation to the provision of safe and efficient public circulation and access, and with regard to ease of travel and appearance. The noted deficiencies are: poor surface condition, missing or incomplete Streets; and the vast majority of the area is missing sidewalks. The transportation infrastructure conditions are illustrated on Figure 3.

Overall, the Wyndham Hills Area Blight Study Area has limited connectivity with the adjacent street and lacks an efficient transportation network. Due to the lack of connectivity and sidewalks, this is considered a contributing factor.

Figure 3, Transportation



Faulty lot layout in relation to size, adequacy, accessibility, or usefulness

Throughout the Wyndham Hills Area Blight Study Area, the lot sizes and shapes vary. Some lots are too large and need additional subdivision; while some are odd shaped or too narrow and have limited use due to size and shape. In addition, the area lacks infrastructure improvements for drainage, accessibility, and usefulness. Overall, this factor is considered to be contributing factor.

Unsanitary or unsafe conditions

Conditions which pose a threat to public health and safety

Debris

Debris piles were noted in the field analysis in five locations. This can contribute to harboring rodents and vermin as well as pose a potential mosquito breeding area to spread disease. In addition, the debris piles could pose a fire hazard to nearby structures and residents.

Sidewalks

The study area lacks sidewalks that safely allow for pedestrian movement through the site or connecting to adjacent uses.

Drainage

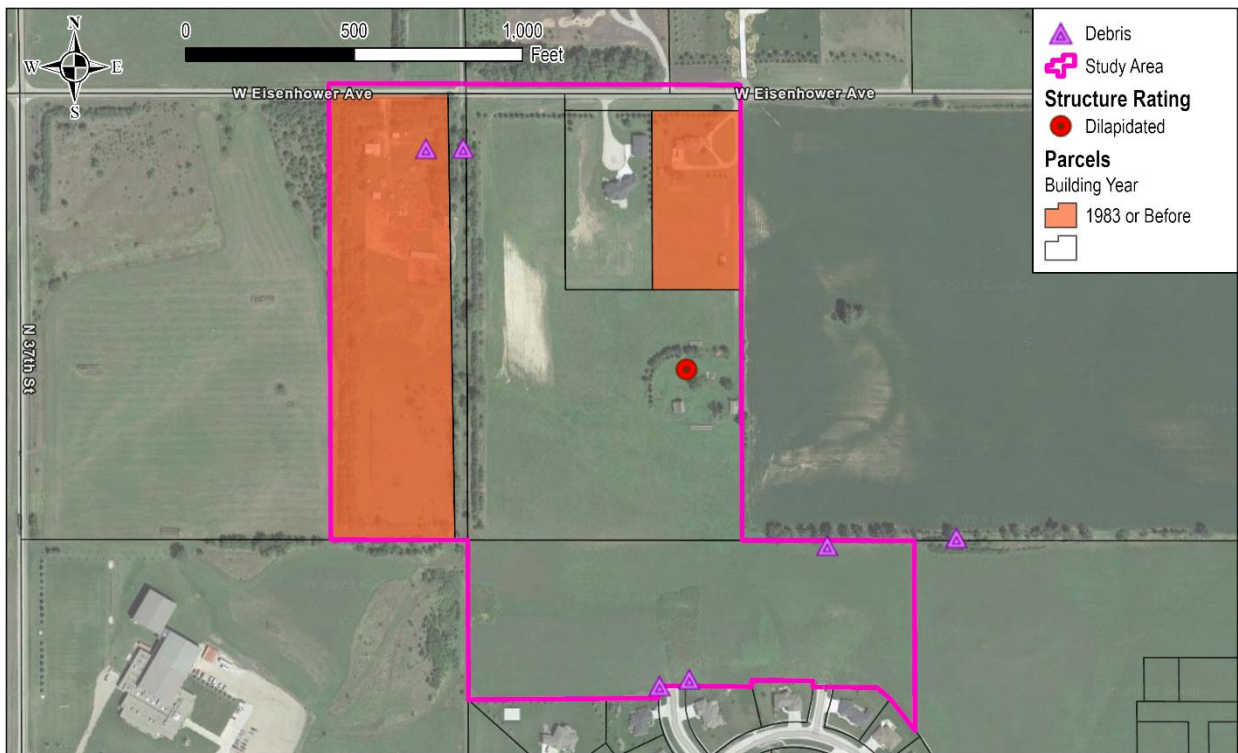
The area is bisected by a “blueline” stream which has the potential to create unsafe drainage or localized flooding.

Age of Structure

Structures constructed prior to 1978 may contain lead-based paint which can pose health and human development risks to children with chipping or peeling. As a result, this factor is considered to be contributing the recommended blight designation.



Figure 4: Potentially Hazardous Conditions



<p>City of Norfolk, NE Wyndham Hills Blight Study: Potential Hazards</p>		<p>Created By: J. Ray; M. Woodrum Date: August 2023 Software: ArcGIS Pro 3.1.1 File: R230648.00 This map was prepared using information from record drawings supplied by JEO and/or other applicable city, county, federal, or public or private entities. JEO does not guarantee the accuracy of this map or the information used to prepare this map. This is not a scaled plat.</p>
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Deterioration of site or other improvements

The age of the structures and condition of public utilities, debris, and inadequate public improvements.

Debris

Debris piles were noted in the field analysis in five locations. This can contribute to harboring rodents and vermin as well as pose a potential mosquito breeding area to spread disease. In addition, the debris piles could pose a fire hazard to nearby structures and residents.

Sidewalks

The study area lacks sidewalks that safely allow for pedestrian movement through the site or connecting to adjacent uses.

Drainage

The area is bisected by a “blueline” stream which has the potential to create unsafe drainage or localized flooding.

Age of Structures

The average age of the residential structures is 71 years old.



As a result, this factor is considered to be contributing the recommended blight designation.

Diversity of ownership

The diversity of ownership is evident in the Wyndham Hills Area Blight Study Area. There are five unique private property owners on the six properties in the Wyndham Hills Area Blight Study Area.

As a result, this factor is considered to be contributing the recommended blight designation.

Tax or special assessment delinquency exceeding the fair value of the land

There was no evidence identified of taxes or special assessments exceeding the fair market value of the parcels in the study area.

Defective or unusual conditions of title

The titles of the parcels in the western half of the northwestern quarter section of section 17 have a potential defective title with an undefined area affecting two parcels in the study area and two parcels outside the study area. A title company is needed to determine junior and senior rights to area of undetermined east and west length by 2 Rods north and south.

As a result, this factor is considered to be contributing the recommended blight designation.

Improper subdivision or obsolete platting

Obsolete platting

Throughout the Wyndham Hills Area Blight Study Area, the lot sizes and shapes vary. Some lots are too narrow and too large in need of additional subdivision; while some are odd shaped or have limited use due to the shape and size.

As a result, this factor is considered to be contributing the recommended blight designation.

The existence of conditions which endanger life or property

Conditions which pose a threat to public health and safety

Debris

Debris piles were noted in the field analysis in five locations. This can contribute to harboring rodents and vermin as well as pose a potential mosquito breeding area to spread disease. In addition, the debris piles could pose a fire hazard to nearby structures and residents.

Sidewalks

The study area lacks sidewalks that safely allow for pedestrian movement through the site or connecting to adjacent uses.

Drainage

The area is bisected by a “blueline” stream which has the potential to create unsafe drainage or localized flooding.

Age of Structures

The average age of the residential structures is 71 years old.

As a result, this factor is considered to be contributing the recommended blight designation.

Any combination of such factors that substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability.

The lack of public infrastructure and topographic conditions including proper engineering and permitting of the drainage of the area with a “blue line” stream and other minor factors were identified or observed in the field analysis that could impair sound growth of the community.

As a result, it is considered a substantial contributor to the Wyndham Hills Area Blight Study Area to be considered blighted.

Is detrimental to the public health, safety, morals, or welfare in its present condition and use; and in which there is at least one of the following conditions:

The average age of the residential structures in the area is at least 40 years. The average age of the residential structures is 71 years (1952). In addition, the one agricultural structure is dated back to 1900 or 123 years old.

SUBSTANDARD CRITERIA

A **substandard area** shall mean an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which by reason of the following:

Dilapidation/deterioration

As part of the Blight and Substandard Study, a Structural Conditions Survey was completed along with an analysis of the land-use patterns in the Wyndham Hills Area Blight Study Area.

Fifty percent or 2 of 4 structures within the designated study area were graded as deteriorating. Figure 2 illustrated the structural ratings within the study area. This is not considered a significant contributing factor.

Age or obsolescence

Information regarding the age of the permanent structures within the Wyndham Hills Area Blight Study Area was provided by the Madison County Assessor's Office.

The average age of the residential structures in 71 years, therefore, this is considered a contributing substandard factor.

Inadequate provision for ventilation, light, air, sanitation, or open spaces

Poor Drainage and Sanitation

The Wyndham Hills Area Blight Study Area contains areas of trash and debris. However, this is not considered significant enough to be considered a contributing factor.

Other Substandard Conditions

The existence of conditions which endanger life or property.

Age of Structures

Structures constructed prior to 1978 may contain lead-based paint which can pose health and human development risks to children with chipping or peeling.

Debris

Debris piles were noted in the field analysis in five locations. This can contribute to fire danger, harboring rodents and vermin as well as pose a potential mosquito breeding area to spread disease.

Sidewalks

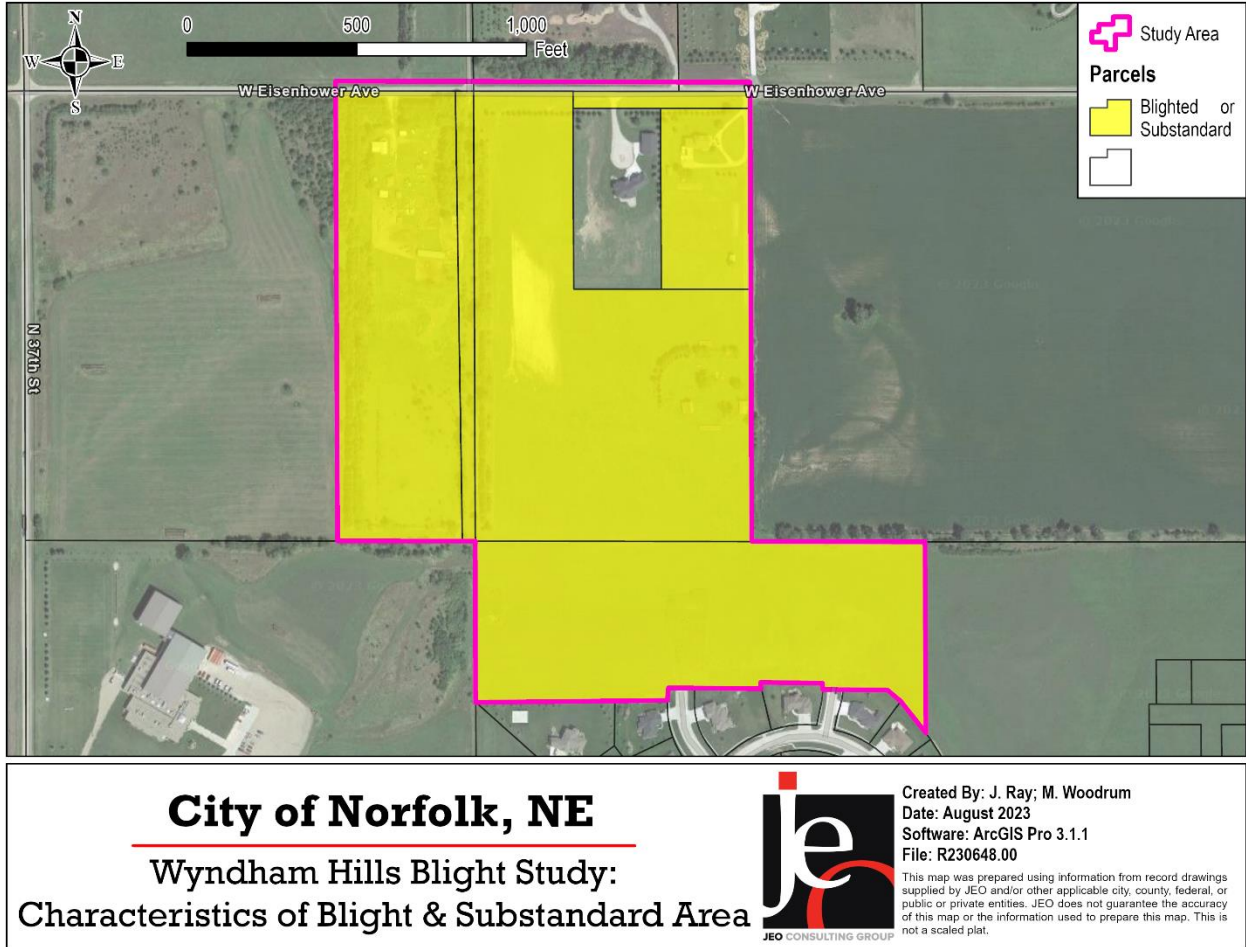
The study area lacks sidewalks that safely allow for pedestrian movement through the site or connecting to adjacent uses.

Drainage

The area is bisected by a "blueline" stream which has the potential to create unsafe drainage or localized flooding.

As a result, this factor is considered to be contributing the recommended blight designation.

Figure 5: Parcels Showing Blight and Substandard Criteria



Blighted and Substandard Findings

The Wyndham Hills Area Blight Study Area has many items contributing to the blight and substandard conditions. Based on the information collected and analyzed pursuant to Nebraska Revised Statutes, the area has criteria of blight or substandard conditions that were considered beyond the remedy and control of the normal regulatory process of the City of Norfolk or impossible to reverse through the ordinary operations of private enterprise. These conditions include:

Table 1: Summary Matrix

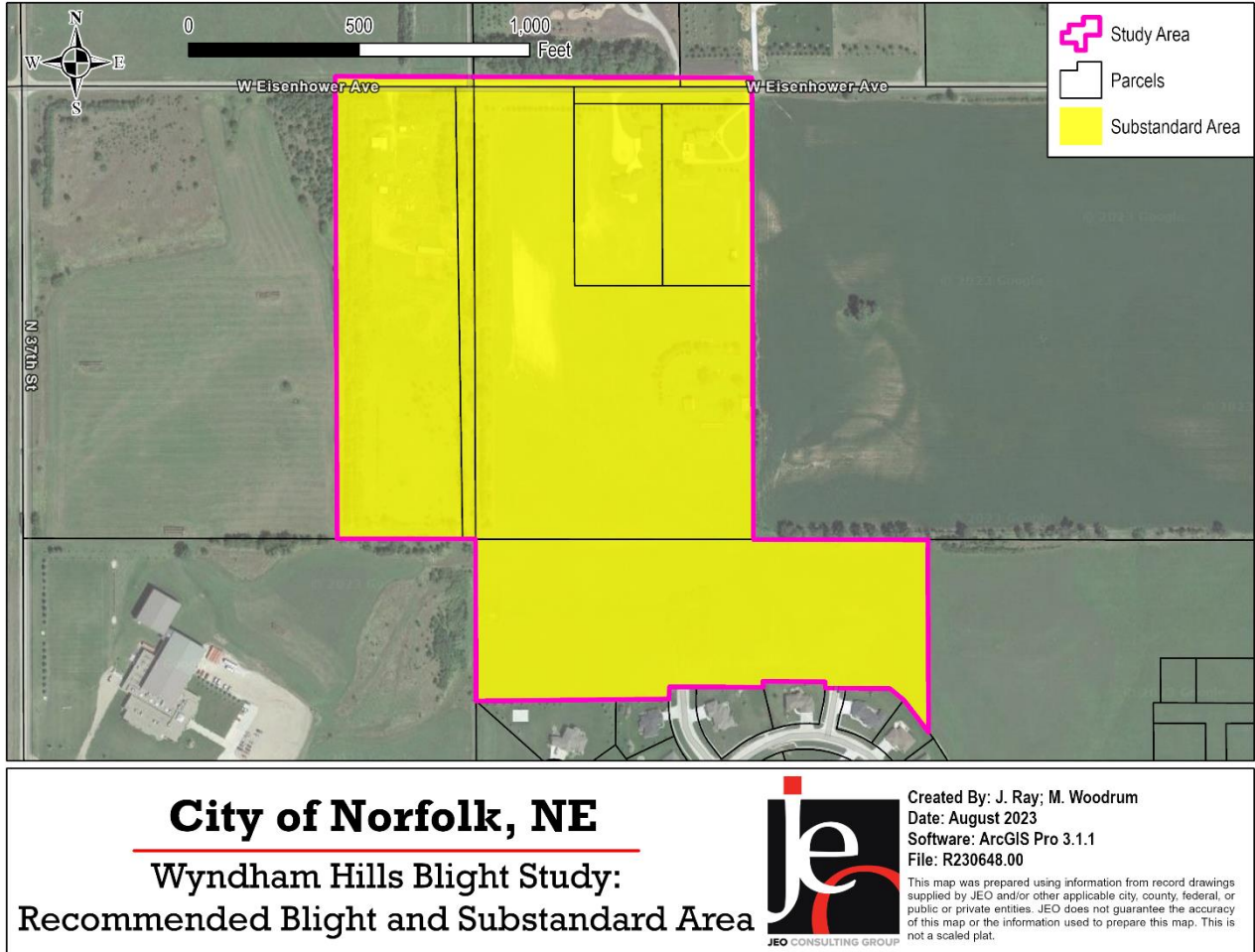
Criteria	
Structure condition	No
Street layout	Yes
Faulty lot layout	Yes
Unsanitary or unsafe conditions	Yes
Deterioration of site	Yes
Diversity of owners	Yes
Tax special assessment	No
Titles conditions	Yes
Obsolete platting	Yes
Endanger life/property	Yes
Any combination	Yes
Age of Structure	Yes
BLIGHT TOTALS	10/12
Exterior inspection of structures	No
Age of structures	Yes
Inadequate provision for ventilation, sanitation	No
Other Substandard – (conducive to ill health, floodplain, endanger life)	Yes
SUBSTANDARD TOTALS	2/4
TOTALS	12/16

Conclusion

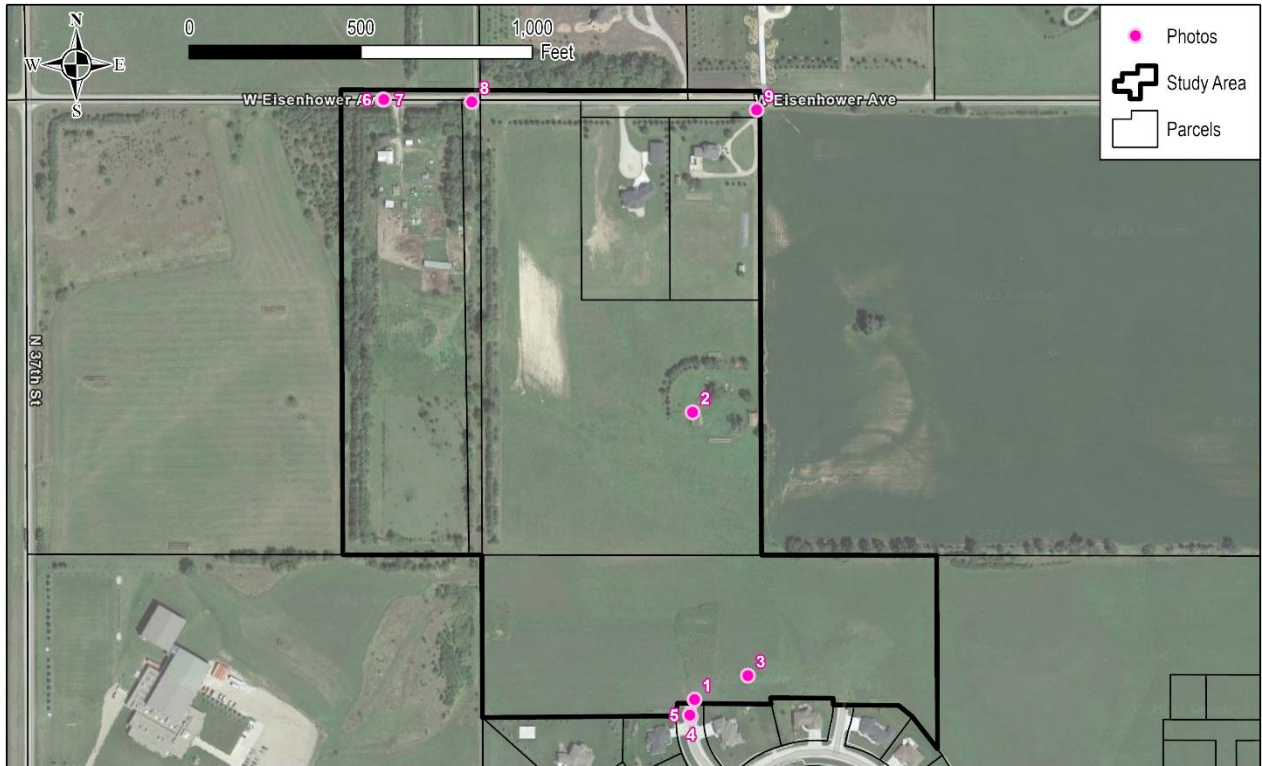
Several conditions within the Wyndham Hills Area were observed during the field survey which warrant a designation as blighted and substandard. The conditions showing evidence of blight are interspersed throughout the Wyndham Hills Area Blight Study Area, and as such, parcels within the boundaries of the Wyndham Hills Area Blight Study Area are recommended for further action.

It is the professional opinion of the consultant, based on the information collected and analyzed pursuant to Nebraska Revised Statutes, that the Wyndham Hills Area Blight Study Area contains the required conditions that would warrant a designation as blighted and substandard by the City of Norfolk and the Community Development Agency. The City of Norfolk should review this Blight and Substandard Study, and if satisfied with the findings contained in this study, may, by resolution, designate the Wyndham Hills Area Blight Study Area as “Blighted and Substandard” as provided for in the Community Development Law.

Figure 6 Recommended Blight and Substandard Designation



Appendix A
Photo Exhibit



City of Norfolk, NE
Wyndham Hills Blight Study:
Photo Guide



Created By: J. Ray; M. Woodrum
Date: August 2023
Software: ArcGIS Pro 3.1.1
File: R230648.00

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Photo 1



Photo 2



Photo 3



DRAFT Wyndham Hills Blight Study Area, June 12, 2023

Photo 4



Photo 5



Photo 6



Photo 7



Photo 8



Photo 9



Wyndham Hills Area Blight Study

NORFOLK, NE
SEPTEMBER 6, 2023



Agenda

01

Introduction

What is a Blight Study?

02

Study Area

Area Reviewed

03

Analysis and Findings

Characteristics Identified

04

Recommendations

Area to be Declared Blighted and Substandard



Introduction



WHAT IS A BLIGHT STUDY?





Authority

The Nebraska Community Development Law (Neb. Rev. Stat. § 18-2101 to 18-2144)

Process





Content – Substandard Characteristics

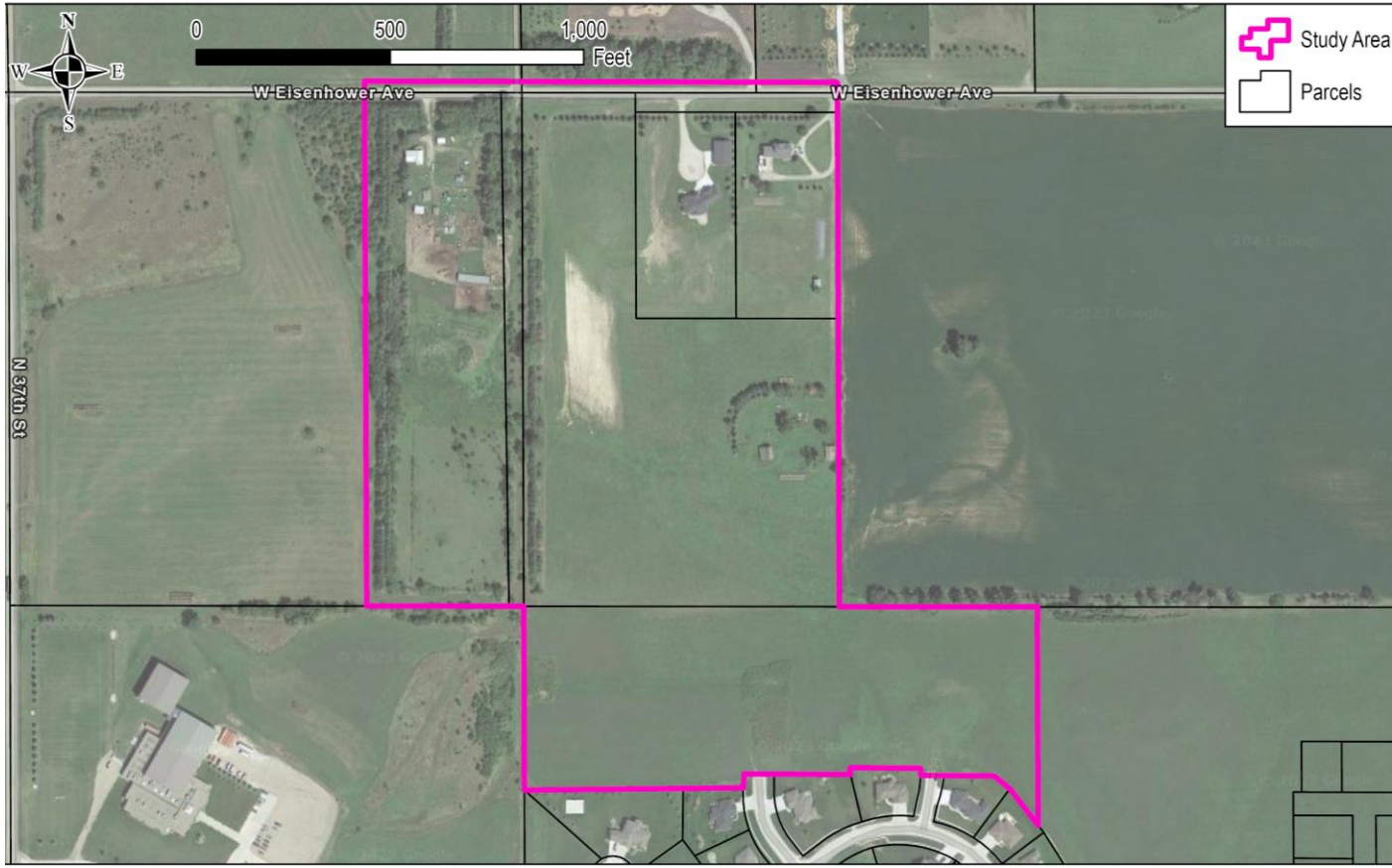
- Dilapidation, deterioration, age or obsolescence,
- Age or obsolescence of structures
- Inadequate provisions for ventilation, light, air, open spaces, or sanitation.
- Other substandard conditions:
 - High density of population or overcrowding
 - Conditions which endanger life or property
 - Combination of factors conducive to ill health, disease, delinquency, and crime.

Content – Blighted Characteristics

- Substantial number of deteriorating structures,
- Defective or inadequate street layout,
- Faulty lot size adequacy, accessibility, or usefulness,
- Unsanitary / unsafe conditions,
- Deterioration of site or other improvements,
- Diversity of ownership
- Tax/special assessment delinquency greater than fair value of land.
- Defective or unusual conditions of title
- Improper Subdivision or obsolete platting
- Conditions which endanger life or property
- Substantially impairs sound growth
- Detrimental to the public health, safety, morals, or welfare and which one of the following conditions is present:
 - Unemployment is 120%
 - Average age of structures is over 40 years old,
 - One-half of unimproved property is over 40 years old,
 - Per capita income is below average
 - The area has stable or decreasing population.

Study Area





Area Studied

- Bound by defined property lines
- Characteristic of Blight and Substandard
- Potential for infill development or redevelopment

City of Norfolk, NE
 Wyndham Hills Blight Study Area



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Analysis and Findings



CHARACTERISTICS IDENTIFIED



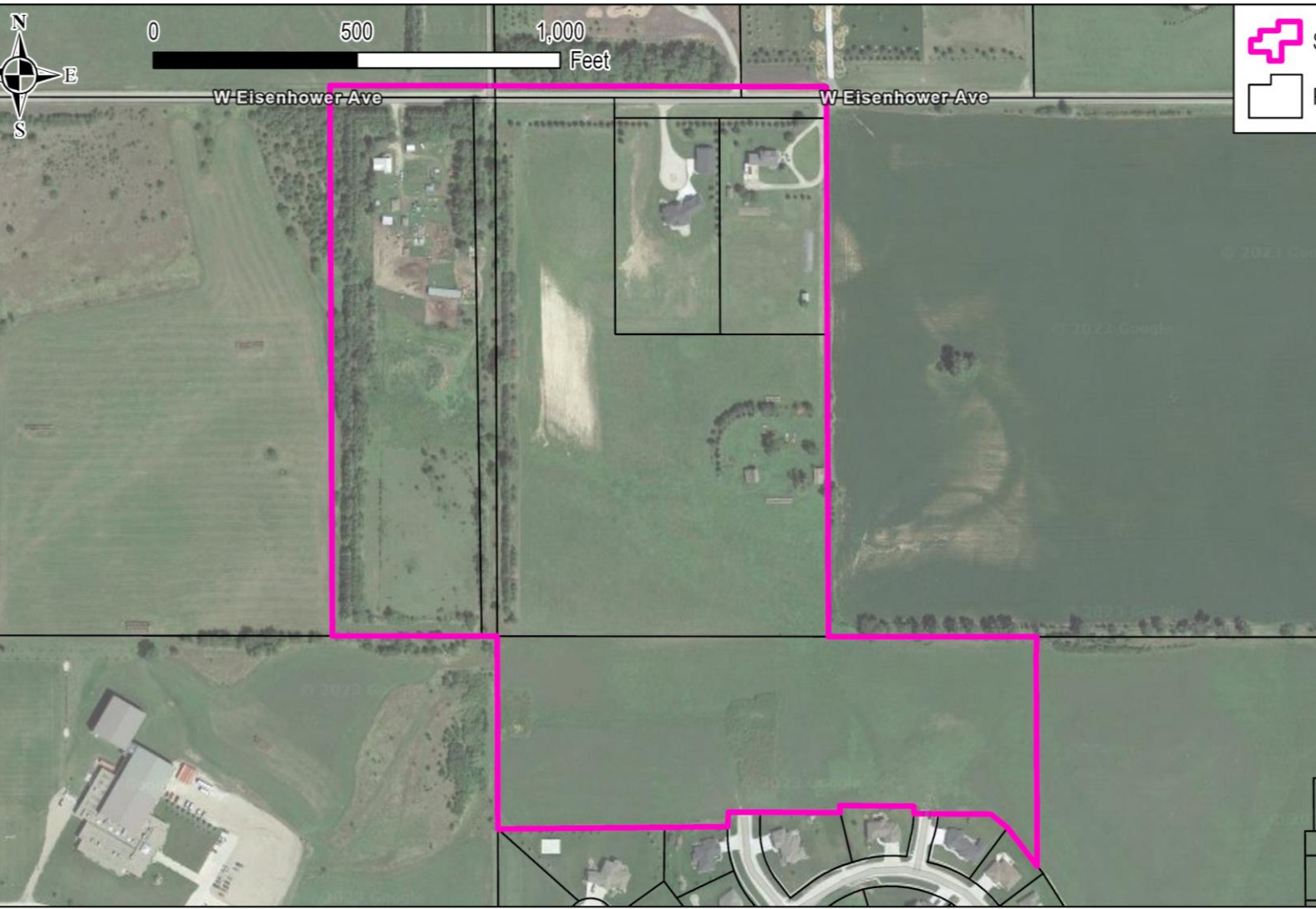


City of Norfolk, NE
Wyndham Hills Blight Study:
Transportation

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Defective or Inadequate Street Layout

- Lack of street connectivity
- Gravel road
- Incomplete infrastructure



Lot Layout

- Odd shaped
- Too narrow
- Too large
- Lot proportions

City of Norfolk, NE

Wyndham Hills Blight Study Area

10/2/2023



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Potential Unsafe Conditions

- Debris
- Lack of sidewalks
- Drainageway
- Age of structure
- Threat of fire from overgrowth
- Dilapidated barn



City of Norfolk, NE

Wyndham Hills Blight Study: Potential Hazards



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Potential Unsafe Conditions Examples



Age of Structure

- Average age of the residential structures is 72 years old, according to the Madison County Accessor's records.



City of Norfolk, NE

Wyndham Hills Blight Study: Age of Structures



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Date: August 2023
Software: ArcGIS Pro
File: R230648.00

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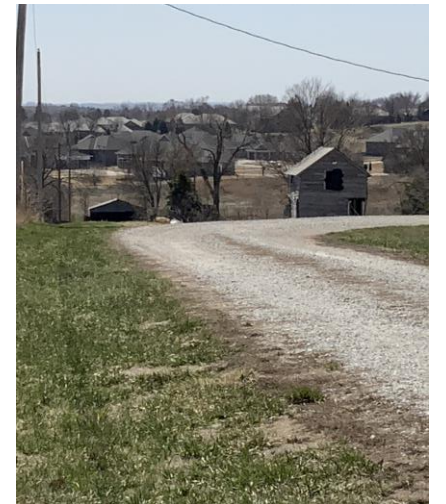
Deterioration of Site or Other Improvements

Lack of storm drainage system

Incomplete streets

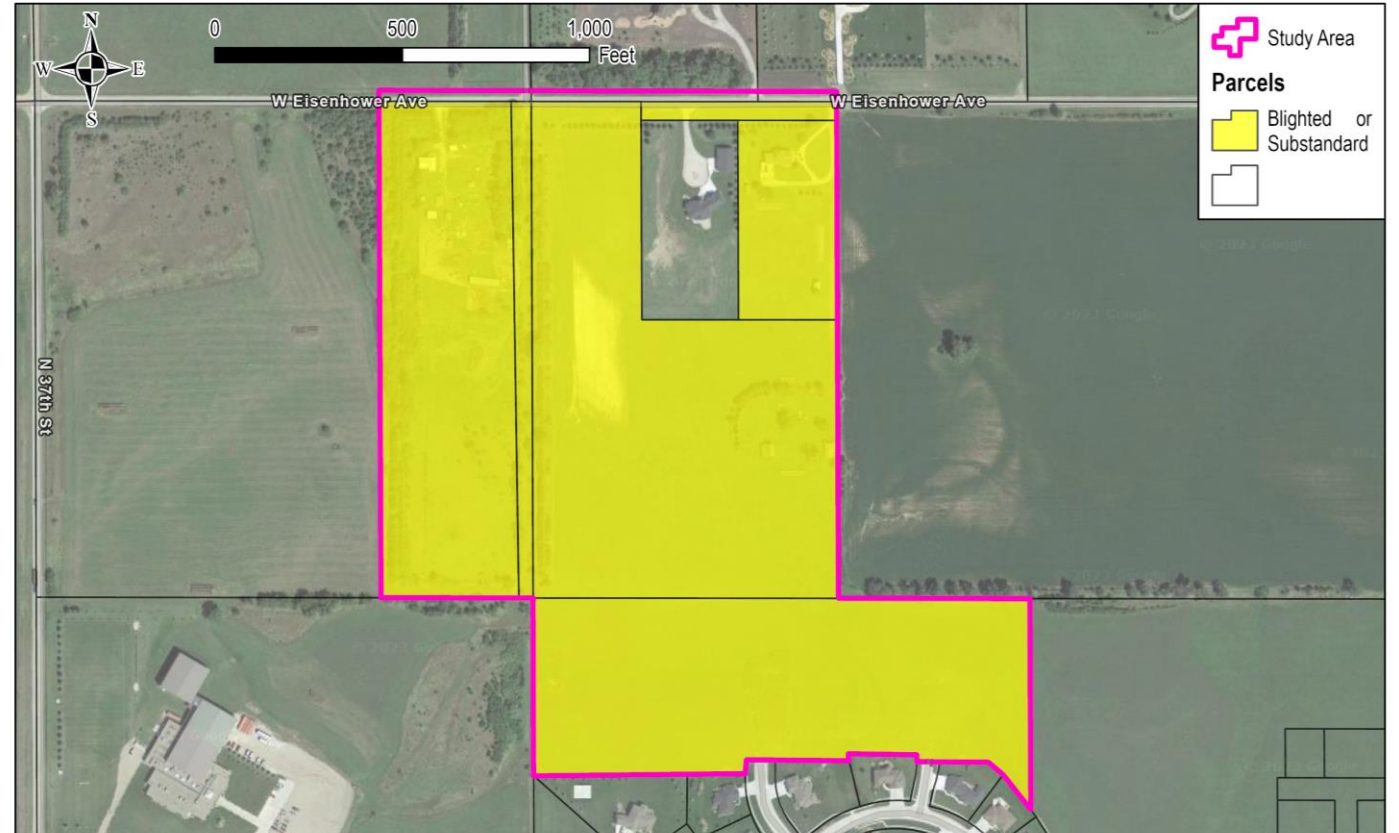
Deteriorating structures

Gravel road



Composite Characteristics

- Most of the parcels contain at least one characteristic and are dispersed throughout the study area



City of Norfolk, NE
Wyndham Hills Blight Study:
Characteristics of Blight & Substandard Area



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Date: August 2023
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File: R230648.00

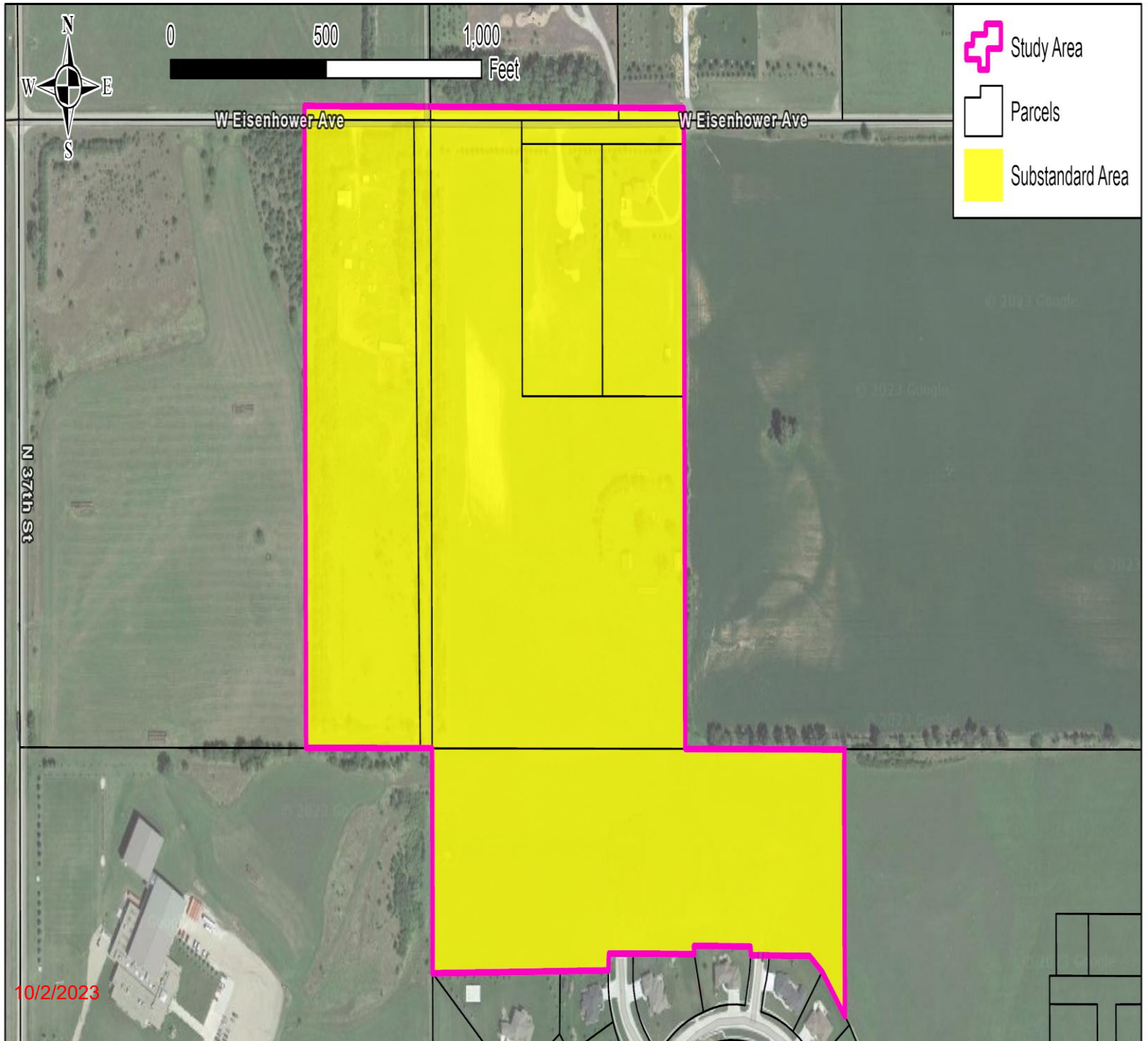
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Recommendation



DECLARE THE AREA BLIGHTED AND SUBSTANDARD





Recommended Area

Criteria	
Structure condition	No
Street layout	Yes
Faulty lot layout	Yes
Unsanitary or unsafe conditions	Yes
Deterioration of site	Yes
Diversity of owners	Yes
Tax special assessment	No
Titles conditions	Yes
Obsolete platting	Yes
Endanger life/property	Yes
Any combination	Yes
Age of Structure	Yes
BLIGHT TOTALS	10/12
Exterior inspection of structures	No
Age of structures	Yes
Inadequate provision for ventilation, sanitation	No
Other Substandard – (conducive to ill health, floodplain, endanger life)	Yes
SUBSTANDARD TOTALS	2/4
TOTALS	12/16

Thank You


 Jeffrey B. Ray, AICP

 402.779.1070

 jray@jeo.com

 www.jeo.com



RESOLUTION NO. 2023- 60

BE IT RESOLVED, by the Mayor and Council of the City of Norfolk, Nebraska, as follows:

Section I. The Mayor and Council hereby find and determine that, by prior action, the Mayor and Council have referred to the Norfolk Planning Commission consideration of a Blight and Substandard Determination Study for the area referred to as the "Wyndham Hills Area Study" (the "Area"), prepared by JEO Consulting Group, Inc. which makes certain determinations concerning the following described area proposed to be declared blighted and substandard:

The Wyndham Hills Area Study contains an estimated 51.72 acres of land and shall be described as follows:

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 17 AND IN THE SOUTHWEST QUARTER OF SECTION 8, ALL IN TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE SIXTH P.M., IN MADISON COUNTY, NEBRASKA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE NORTHERLY ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8 TO THE NORTHERLY RIGHT-OF-WAY LINE OF WEST EISENHOWER AVENUE AND THE POINT OF BEGINNING. THENCE EASTERLY ON THE SAID NORTHERLY LINE RIGHT-OF-WAY LINE, 815 FEET, MORE OR LESS TO THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 2, FEILMEIER'S EISENHOWER AVENUE ADDITION TO MADISON COUNTY; THENCE SOUTHERLY ON SAID EAST LINE AND ITS NORTHERLY EXTENSION, TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE CONTINUING SOUTHERLY, TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE EASTERLY ON SAID NORTH LINE, TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTHERLY ON THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, TO NORTHERLY LINE OF WYNDHAM HILLS ADDITION TO THE CITY OF NORFOLK; THENCE WESTERLY ON SAID NORTHERLY LINE, TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTHERLY ON SAID EAST LINE, TO A POINT 11 FEET, MORE OR LESS SOUTH OF THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE WESTERLY 363 FEET, MORE OR LESS; THENCE NORTHERLY PARALLEL WITH AND 363 FEET, MORE OR LESS, DISTANT FROM THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17, TO THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE CONTINUING NORTHERLY TO THE NORTHERLY RIGHT-OF-WAY LINE OF WEST

EISENHOWER AVENUE; THENCE EASTERLY ON SAID NORTHERLY RIGHT-OF-WAY LINE, TO THE POINT OF BEGINNING.

Section 2. Based upon the Study, the recommendation of the Planning Commission and the analysis and review of the conditions of property located within the Area, the Mayor and Council hereby find, determine and declare that the Area is an area which meets the criteria for designation as blighted and substandard in need of redevelopment under the terms of Section 18-2103 (10) and (11) and Section 18-2109, R.R.S. Neb. 2012 as amended, in that such real estate is affected by conditions as set forth in the Study.

Section 3. That hereinafter the Blight and Substandard Area shall be referred to as the "Wyndham Hills Area Study."

Section 4. Upon the referring by the City of Norfolk Community Development Agency of any redevelopment plan or redevelopment plan modification with respect to the Area, the City Clerk is hereby authorized to set a hearing and publish and mail notice of such hearing as required by law.

PASSED AND APPROVED this ____ day of _____, 2023.

Josh Moenning, Mayor
(SEAL)

Brianna Duerst, Clerk

Approved as to form: _____
Danielle Myers-Noelle, City Attorney

ORDINANCE NO. 5851

AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA TO AMEND SECTION 24-164 OF THE OFFICIAL CITY CODE TO RESTRICT PARKING ON THE NORTH SIDE OF MADISON AVENUE FROM 3RD STREET TO 100 FEET WEST OF WEST PROPERTY LINE OF 3RD STREET; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORFOLK, NEBRASKA:

Section 1. That Section 24-164 of the Official City Code be and the same is hereby amended to read as follows:

Sec. 24-164. Parking restriction for specific streets--Total prohibition.

(a) It shall be an offense for any person to park a motor vehicle in any of the following locations, except that restrictions set forth in this subsection shall not be applied to a lawfully-created handicapped parking stall:

<i>Street</i>	<i>SIDES (Both if not indicated)</i>	<i>LOCATION (Entire street unless otherwise indicated) From</i>	<i>To</i>
Access road on southwest corner of intersection of 13th Street & Omaha Avenue			
Benjamin Avenue		East city limits	West city limits
Bluff Avenue		Entrance to Veterans Memorial Park	1st St.

Braasch Avenue	Both (except in cut-out parking stalls constructed along the street where parking shall be allowed unless otherwise restricted)	1 st St.	5 th St.
Braasch Avenue	South	5th St.	7th St.
Center Drive			
Cottonwood Street	East	Norfolk Ave.	Prospect Ave.
Country Club Road			
East Knolls Street	East	The beginning of the curve on the southeast corner where East Knolls St. and East Sycamore Ave. meet	North to where East Knolls St. becomes East Sycamore Ave.
Eldorado Road		Within the turn around area or circular area of the cul-de-sac at the north end of Eldorado Road	
Eldorado Road		100 ft. south of the entrance to the cul-de-sac at the north end of Eldorado Road	
Elm Avenue	South	4th St.	3rd St.
Elm Avenue	South	Queen City Blvd.	Roland St.
Elm Avenue	North	Roland St.	13th St.
Ferguson Dr.	West & South	Bluff Ave.	North and west around the curve 360 ft. to where Ferguson Dr. meets and transitions into Pasewalk Ave.
Galeta Avenue	North		
Georgia Avenue	North	1st St.	2nd St.
Georgia Avenue	South	59 ft. east of the east curb line of N. 2nd St.	89 ft. east of the east curb line of N. 2nd St.

Georgia Avenue	South	2nd St.	3rd St.
Georgia Avenue	North	Centerline of 8 th St.	170 ft. east of centerline of 7th St.
Glenn Street	West	Glenwood Blvd.	Michigan Ave.
Glenwood Boulevard	West	Pasewalk Ave.	Glenn St.
Impala Drive (east leg)	West	Galeta Ave.	Impala Dr. (east-west leg)
Impala Drive (west leg)	East	Galeta Ave.	Impala Dr. (east-west leg)
Impala Drive (east-west leg)	North	Impala Dr. (east leg)	Impala Dr. (west leg)
Jefferson Avenue	South	1st St.	4th St.
Klug Avenue		1st St.	200 ft. east of 1st St.
Koenigstein Avenue	North	13th St.	18th St.
Koenigstein Avenue	South	West line of 16th St.	80 ft. west of such line
Koenigstein Avenue	South	7th St.	8th St.
Krenzien Drive			
Madison Avenue	North	180 ft. east of east property line of 13th St.	East property line of 13th St.
Madison Avenue	North	7th Street	110 ft. west of west property line of 7th St.
<u>Madison Avenue</u>	<u>North</u>	<u>3rd Street</u>	<u>100 ft. west of west property line of 3rd St.</u>
Madison Avenue	South	1st Street	173 ft. east of east property line of 2nd St.
Maple Avenue	North	18th St.	19th St.
Market Lane			
McKinley Avenue	South	East city limits	West end of McKinley Avenue
Michigan Avenue		6th St.	18th St.
Miller Avenue	North	145 ft. west of west curb line of 2 nd Street	165 ft. west of west curb line of 2 nd Street
Monroe Avenue		East city limits	West city limits

Norfolk Avenue		8th St.	West city limits
Norfolk Avenue		East city limits	1st St.
Omaha Avenue		East city limits	315 ft. east of the east curb line of the north/south portion of West Omaha Ave. (access road to Vulcraft Division of Nucor Corporation)
Omaha Avenue	South	315 ft. east of the east curb line of the north/south portion of West Omaha Ave. (access road to Vulcraft Division of Nucor Corporation)	East curb line of the north/south portion of West Omaha Ave. (access road to Vulcraft Division of Nucor Corporation)
Omaha Avenue		East curb line of the north/south portion of West Omaha Ave. (access road to Vulcraft Division of Nucor Corporation)	West city limits
Park Avenue	South	265 ft. west of the west curb line of 18 th St.	350 ft. west of the west curb line of 18 th St.
Pasewalk Avenue		1 st St.	25th St.
Pasewalk Avenue	North	Logan St.	1 st St.
Phillip Avenue	North	17th St.	18th St.
Phillip Avenue	North	11th St.	61 ft. west of 11th St.
Pine Street		Benjamin Ave.	415 ft. south of the south property line of Benjamin Ave.
Pine Street/ Industrial Road		Omaha Ave.	South end of street
Prospect Avenue	South	1st St.	Cottonwood St.
Prospect Avenue		3rd St.	4th St.
Prospect Avenue	North	4th St.	13th St.
Prospect Avenue	South	13th St.	27th St.
Queen City Blvd.		Georgia Ave.	100 ft. south of the south property line of Georgia Ave.

Riverside Blvd.		325 ft. north of north property line of Walnut Ave.	North city limits
Rolling Hills Drive	North	27th St.	150 ft. west of the west property line of 29th St.
Sycamore Avenue	South	40 feet east of the end of the curve on the southeast corner of where East Sycamore Ave. and East Knolls St. meet	West to where East Sycamore Ave. becomes East Knolls St.
Ta-Ha-Zouka Road		13th St.	15 th St.
Taylor Avenue	South	North curb line of Pasewalk Ave.	East curb line of 25th St.
Verges Avenue	South	4th St.	Queen City Blvd.
Vicki Lane		18th St.	20th St.
Victory Road		North city limits	South city limits
Walnut Avenue	North	260 ft. east of the east property line of 6th St.	392 ft. east of the east property line of 6th St.
Walnut Avenue	South	Riverside Blvd.	6th St.
1st Street		South city limits	North city limits
2nd Street	East	Madison Ave.	75 ft. north of the north property line of Madison Ave.
2nd Street	East	75 ft. north of the north curb line of Sycamore Ave.	105 ft. north of the north curb line of Sycamore Ave.
2nd Street	West	Sycamore Ave.	Georgia Ave.
3rd Street	East	Georgia Ave.	Elm Ave.
3rd Street	East	Madison Ave.	Omaha Ave.
4th Sreet	East	Madison Ave.	North line of alley between Madison Ave. and Phillip Ave.
4th Street	West	Madison Ave.	Omaha Ave.
4th Street		North right-of-way line of Braasch Ave.	325 ft. north of north property line of Walnut Ave.

5th Street	West	6 ft. north of north line of alley between Norfolk Ave. and Madison Ave.	North line of alley between Norfolk Ave. and Madison Ave.
5th Street	West	Walnut Ave.	Elm Ave.
5 th Street	West	191 feet south of the south curb line of Prospect Ave.	251 feet south of the south curb line of Prospect Ave.
5th Street	West	482 ft. north of the north property line of Pasewalk Ave.	405 ft. north of the north property line of Pasewalk Ave.
5th Street	West	135 ft. north of north property line of Pasewalk Ave.	Pasewalk Ave.
5th Street	East	Phillip Ave.	Omaha Ave.
5th Street	East	Braasch Ave.	Verges Ave.
6th Street	East	50 ft. north of the north property line of Pasewalk Ave.	Pasewalk Ave.
6 th Street	East	222 ft. north of the north curb line of Pasewalk Ave.	269 ft. north of the north curb line of Pasewalk Ave.
6th Street	West	South line of alley between Phillip & Park	Omaha Ave.
6th Street	East	30 ft. north of the north line of alley between Norfolk Ave. and Madison Ave.	North line of alley between Norfolk Ave. and Madison Ave.
6th Street	East	31 ft. north of north property line of Walnut Ave.	116 ft. north of the north property line of Walnut Ave.
6th Street		88 ft. north of the north property line of Spruce Ave.	194 ft. north of the north property line of Spruce Ave.
6th Street	East	348 ft. north of the north property line of Walnut Ave.	635 ft. north of the north property line of Walnut Ave.
7th Street		Omaha Ave.	Michigan Ave.
7 th Street	West	Michigan Ave.	Pasewalk Ave.
7 th Street		Pasewalk Ave.	Prospect Ave.

8th Street	East	Norfolk Ave.	Koenigstein Ave.
10th Street	West	South line of alley between Norfolk Ave. & Madison Ave.	90 ft. south of south line of alley between Norfolk Ave. & Madison Ave.
10th Street	West	70 feet north of the north curb of Madison Ave.	North curb of Madison Ave.
10th Street	East	Norfolk Ave.	Madison Ave.
11th Street	East	144 ft. north of the north curb line of Georgia Ave.	192 ft. north of the north curb line of Georgia Ave.
11th Street	West	Norfolk Ave.	Prospect Ave.
11th Street	East	Norfolk Ave.	Taylor Ave.
11th Street	West	Taylor Ave.	Pasewalk Ave.
11th Street	East	Pasewalk Ave.	Pennsylvania Ave.
11th Street	West	Michigan Ave.	64 ft. south of the south curb line of Michigan Ave.
11th Street		Pennsylvania Ave.	Omaha Ave.
13th Street		North city limits	South city limits
14th Street		105 ft. south of centerline of Nebraska Ave.	60 ft. north of centerline of Nebraska Ave.
14th Street		180 ft. south of centerline of Madison Ave.	84 ft. north of centerline of Madison Ave.
15th Street		Norfolk Ave.	Koenigstein Ave.
15 th Street		Ta-Ha-Zouka Rd.	575 ft. north of the north curb line of Monroe Ave.
16th Street	East	Norfolk Ave.	Koenigstein Ave.
16th Street	West	223 ft. north of Koenigstein Ave.	385 ft. north of Koenigstein Ave.
16 th Street		Monroe Ave.	1150 ft. north of the north curb line of Monroe Ave.
18th Street		Phillip Ave.	Center Dr.
19th Street	West	Madison Ave.	100 ft. north of north property line of Madison Ave.

20th Street	West	Madison Ave.	135 ft. north of north property line of Madison Ave.
20th Street		Vicki Ln.	Omaha Ave.
21st Street	West	Madison Ave.	100 ft. north of north property line of Madison Ave.
24th Street	East	Norfolk Ave.	Taylor Ave.
25th Street		North city limits	South city limits
27th Street		Norfolk Ave.	Westside Plaza Dr.
27th Street	East	Prospect Ave.	Rolling Hills Dr.

(b) The provisions of subsection (a) shall not apply to the following streets on Sundays between the hours of 6:00 a.m. and 1:00 p.m. or when funerals are being conducted at any church adjacent to the following streets:

<i>Street</i>	<i>SIDES (Both if not indicated)</i>	<i>LOCATION (Entire street unless otherwise indicated) From</i>	<i>To</i>
4 th Street	West	South line of alley between Madison Ave. and Phillip Ave.	Phillip Ave.
5 th Street	East	Phillip Ave.	100 ft. north of north property line of Pasewalk Ave.
5 th Street	East	Pasewalk Ave.	Bluff Ave.

(c) The provisions of subsection (a) shall not apply to the following street from Monday through Friday between the hours of 7:00 a.m. and 4:00 p.m. so long as the parked vehicle is (a) waiting temporarily for the purpose of loading or unloading passengers and (b) at all times occupied by the operator of the motor vehicle:

<i>Street</i>	<i>SIDES (Both if not indicated)</i>	<i>LOCATION (Entire street unless otherwise indicated) From</i>	<i>To</i>
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5 th Street	East	440 ft. north of north property line of Pasewalk Ave.	100 ft. north of north property line of Pasewalk Ave.
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Section 2. That the effective date of this Ordinance shall be from and after its passage, approval and publication in pamphlet form as required by law.

PASSED AND APPROVED this _____ day of _____, 2023.

ATTEST:

Brianna Duerst, City Clerk

Josh Moenning, Mayor

Approved as to form: _____
Danielle Myers-Noelle, City Attorney