

# Agenda Packet

## NORFOLK CITY COUNCIL MEETING

Monday, September 18, 2023  
5:30 p.m.

Created 9/14/2023 4:25 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, September 18, 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.



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Brianna Duerst  
City Clerk

Publish (September 13, 2023)  
1 P.O.P.



AGENDA  
NORFOLK CITY COUNCIL MEETING

September 18, 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

RECOMMENDED ACTIONS

5. 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.
6. Approval of full agenda. **Motion**

CONSENT AGENDA

7. Consideration of approval of the minutes of the September 14, 2023 Special City Council meeting. **Motion**
8. Keno comparison for August 2023 **Motion**
9. Consideration of approval to 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. **Motion**
10. Consideration of approval to advertise for a Request for Qualifications (RFQ) from engineering firms for professional services for Municipal Energy Distribution System. **Motion**
11. Consideration of Resolution 2023-54 approving the final plat for Leon's Addition. **Resolution 2023-54**

12. Consideration of 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. **Resolution 2023-56**
13. Consideration of approval of permanent and temporary easements between JNS Properties, LLC and the City of Norfolk for the Michigan Avenue and 8th Street Reconstruction project for property located along 907 West Michigan Avenue. **Motion**
14. Consideration of approval of all bills on file. **Motion**

**PUBLIC HEARINGS AND RELATED ACTION**

15. Public hearing concerning the progress and completion of a Nebraska Department of Economic Development Community Development Block Grant (CDBG) project, #20-EDCV-002.
16. Public hearing to consider a request from JFT, INC., to consider a zoning change from R-2 (One and Two Residential District) to R-3 (Multiple-Family Residential District) on property addressed as 922 S. 4th Street.
17. Consideration of Ordinance No. 5848 approving a zoning change from R-2 (One and Two Family Residential District) to R-3 (Multiple-Family Residential District) on property addressed as 922 S. 4th Street. **Ordinance No. 5848**
18. Public hearing to discuss the 2024-2033 Capital Improvement Program which includes the 2023-2028 One and Six-Year Plan for Street Improvements.
19. Consideration of Resolution No. 2023-57 adopting the 2024-2033 Capital Improvement Program which includes the 2023-2028 One and Six-Year Plan for Street Improvements. **Resolution 2023-57**

**REGULAR AGENDA**

20. Consideration 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. **Resolution 2023-58**
21. Consideration of Ordinance No. 5849 approving the FY 2023-2024 appropriations, approving the FY 2023-2024 proprietary budget and approving the strategic plan. **Ordinance No. 5849**
22. Consideration of Resolution No. 2023-59 approving the property tax requests for fiscal year 2023-2024 in amounts different than fiscal year 2022-2023. **Resolution 2023-59**
23. Consideration of Ordinance No. 5850 approving the FY 2023-2024 Classification and Pay Plan. **Ordinance No. 5850**
24. Consideration of 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. **Motion**



25. Consideration of 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. **Motion**
26. Consideration of approval to award the bid and enter into a contract with Huff Construction, LLC of Norfolk, NE build a sport court, ice rink and water feature at Johnson Park. **Motion**
27. Consideration of approval to enter into negotiations with Huff Construction, LLC of Norfolk, NE for designing and building the fishing dock at Skyview Park. **Motion**
28. Consideration of 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. **Motion**
29. Consideration of 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. **Motion**
30. 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**

PUBLIC COMMENT PERIOD

31. No action can occur at this time.

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STAFF MEMORANDUM  
NORFOLK CITY COUNCIL MEETING  
September 18, 2023

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RECOMMENDED ACTIONS

5. 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.
6. Approval of full agenda. **Motion**

CONSENT AGENDA

7. Consideration of approval of the minutes of the September 14, 2023 Special City Council meeting. **Motion**  
  
See Enclosure 7.
8. Keno comparison for August 2023 **Motion**  
  
Keno commissions for August 2023 are \$48,286.11, which is up \$2,708.39 or 5.94% from last August. Year-to-date commissions are down \$74,058.88, or 12.09%.  
  
See Enclosure 8.
9. Consideration of approval to 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. **Motion**

The RFP calls for a consultant to assist the City in putting together an Action Plan including but not limited to project management, vision and goal setting, existing infrastructure assessments, policy recommendations, design guidelines and visualizations, safety action plan document, and story map. On August 15, 2022 the City Council approved Resolution No. 2022-36 to establish a 'Vision Zero' initiative through a SS4A grant to work towards a zero roadway fatalities and serious injuries. City staff, with the help of Toole Design, submitted an application to the U.S. Department of Transportation in September of 2022 and was awarded \$209,300 to be used by the City of Norfolk to develop a comprehensive safety action plan. The City's cost share in this grant is \$89,700 for a total of \$299,000 in funding to complete the action plan. This is the first step in the process of establishing zero roadway fatalities and serious injuries. When the action plan is completed, there will be another opportunity to apply for grants to help offset the cost of the implementation of this plan. Staff recommend approval.

See Enclosure 9.

10. Consideration of approval to advertise for a Request for Qualifications (RFQ) from engineering firms for professional services for Municipal Energy Distribution System. **Motion**

The City of Norfolk 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 Nebraska Public Power District, NPPD, and other consulting services related to energy conservation, micro grid development, and alternative energy development. Staff recommend approval.

See Enclosure 10.

11. Consideration of Resolution 2023-54 approving the final plat for Leon's Addition. **Resolution 2023-54**

See Enclosure 11.

12. Consideration of 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. **Resolution 2023-56**

State of Nebraska Statute, Sections 39-2115, 39-2119, 39-2120, and 39-2520(s), requires an annual certification of program compliance by each municipality. Staff recommends approval.

See Enclosure 12.

13. Consideration of approval of permanent and temporary easements between JNS Properties, LLC and the City of Norfolk for the Michigan Avenue and 8th Street Reconstruction project for property located along 907 West Michigan Avenue. **Motion**

The permanent easement is for sidewalk construction, grading, and utility installation and the temporary easement allows for additional space to install sidewalks and driveway approaches along 907 West Michigan Avenue. Staff recommend acceptance of these easements.

See Enclosure 13.

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

#### PUBLIC HEARINGS AND RELATED ACTION

15. Public hearing concerning the progress and completion of a Nebraska Department of Economic Development Community Development Block Grant (CDBG) project, #20-EDCV-002.

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 #20EDCV002, 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, in Norfolk, which used \$500,000 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 20EDCV002. The amendment was 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 change 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.

16. Public hearing to consider a request from JFT, INC., to consider a zoning change from R-2 (One and Two Residential District) to R-3 (Multiple-Family Residential District) on property addressed as 922 S. 4th Street.

See Enclosure 16.

17. Consideration of Ordinance No. 5848 approving a zoning change from R-2 (One and Two Family Residential District) to R-3 (Multiple-Family Residential District) on property addressed as 922 S. 4th Street.

**Ordinance No. 5848**

See Enclosure 17.

18. Public hearing to discuss the 2024-2033 Capital Improvement Program which includes the 2023-2028 One and Six-Year Plan for Street Improvements.

See Enclosure 18.

19. Consideration of Resolution No. 2023-57 adopting the 2024-2033 Capital Improvement Program which includes the 2023-2028 One and Six-Year Plan for Street Improvements.

**Resolution 2023-57**

See Enclosure 19.

#### REGULAR AGENDA

20. Consideration 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.

**Resolution 2023-58**

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. Staff recommends approval. This resolution must pass with at least six votes to have any effect.

See Enclosure 20.

21. Consideration of Ordinance No. 5849 approving the FY 2023-2024 appropriations, approving the FY 2023-2024 proprietary budget and approving the strategic plan.

**Ordinance No. 5849**

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.

See Enclosure 21.

22. Consideration of Resolution No. 2023-59 approving the property tax requests for fiscal year 2023-2024 in amounts different than fiscal year 2022-2023.

**Resolution 2023-59**

This resolution is required by Section 77-1632 of Nebraska Revised Statutes to approve property tax requests in amounts different than the prior year. The public hearing relating to this resolution was on September 7, 2023.

See Enclosure 22.

23. Consideration of Ordinance No. 5850 approving the FY 2023-2024 Classification and Pay Plan.

**Ordinance No. 5850**

The salaries listed in the Classification and Pay Plan are included in the FY 2023-2024 municipal budget being considered at this meeting.

See Enclosure 23.

24. Consideration of 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.

**Motion**

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. Staff recommend approval.

See Enclosure 24.

25. Consideration of 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. **Motion**

On September 7, 2023 one bid was received. The bid submitted was within the engineer's estimate. City staff recommend approval of a contract with Huff Construction, LLC of Norfolk, NE for the Johnson's Park Improvement Project Bid Package 3 (park structures) for an amount of \$288,900.00.

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 one of five bid packages for the Johnson Park Improvement project.

See Enclosure 25.

26. Consideration of approval to award the bid and enter into a contract with Huff Construction, LLC of Norfolk, NE build a sport court, ice rink and water feature at Johnson Park. **Motion**

This is a request to accept the sport court and water feature 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 15th due to a single high bidder. We readvertised the bid for the ice rink and water fountain that closed on June 29th without any bids submitted. With no bids, we worked to find a general contractor to tackle both projects. The original high bid amount was \$1,224,155; engineer's estimate was \$747,480; we worked with Huff Construction and Waterplay to find cost savings that would bring us within a budget of \$800,000. Savings were found by negotiating the price down and using alternate water feature manufacturers. Staff recommends awarding a contract with Huff Construction Inc. in the amount of \$755,047. This is 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.

See Enclosure 26.

27. Consideration of approval to enter into negotiations with Huff Construction, LLC of Norfolk, NE for designing and building the fishing dock at Skyview Park. **Motion**

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. On August 22nd, 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. The remaining balance will be used to install a table and bench in recognition of Mahlon B. Kohler near the bandstand, as required in the will. Any remaining funds will be used for walking path improvements along the East Norfolk Avenue Bridge, also a requirement in the will.

28. Consideration of 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. **Motion**

On September 14, 2023 one bid was received. The bid submitted was within the engineer's estimate. City staff recommend approval of a contract with 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.

See Enclosure 28.

29. Consideration of 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. **Motion**

On March 7, 2022, Mayor and City Council approved a \$9,337,720.71 contract with United Contractors, Inc. for the 1st Street Bridge and Instream Improvements project. Change Order No. 5 provides for epoxy polymer overlay on the bridge resulting in a net increase of \$52,141.51. Staff recommend approval of Change Order No. 5 with United Contractors, Inc. resulting in a new contract amount of \$10,943,762.16.

See Enclosure 29.

30. 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**

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 30.

PUBLIC COMMENT PERIOD

31. No action can occur at this time.

Public comments are subject to City Code Section 2.18.1. The chair may further limit comments after consideration of the length of the City Council meeting and the number of citizens desiring to address the elected officials.

**CITY OF NORFOLK, NEBRASKA**

The Mayor and City Council of the City of Norfolk, Nebraska met in special session in the Council Chambers, 309 North 5th Street, Norfolk, Nebraska on the 14th day of September, 2023, beginning at 12:00 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, Thad Murren, Justin Snorton, Shane Clausen, and Kory Hildebrand. Absent: Corey Granquist and Andrew McCarthy.

Staff members present were: City Administrator Andy Colvin, City Attorney Danielle Myers-Noelle, City Clerk Brianna Duerst, Finance Officer Randy Gates, Senior Accountant Sheila Rios, Administrative Secretary Bethene Hoff, Public Works Director Steve Rames, Director of Administrative Services Lyle Lutt, Fire Chief Tim Wragge, Assistant Fire Chief Trevor O'Brien, Housing Director Gary Bretschneider, Water and Sewer Director Chad Roberts, Economic Development Director Candice Alder, Parks and Recreation Director Nathan Powell, Wastewater Superintendent Rob Huntley, Library Director Jessica Chamberlain, Communications Manager Nick Stevenson, Streets Manager Will Elwell, City Planner Val Grimes, Administrative Secretary Kylee Soderberg 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 Snorton to approve the consent agenda as printed. Roll call. Ayes: Arens, Webb, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: Granquist and McCarthy.

Councilmember Hildebrand moved, seconded by Councilmember Snorton to adopt the full agenda as printed. Roll call. Ayes: Arens, Webb, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: Granquist and McCarthy.

**Consent Agenda Items Approved**

Minutes of the September 5, 2023, City Council meeting

### **Public Hearings and Related Items**

#### FY 2023-2024 Municipal Budget

Mayor Moenning opened a public hearing to review the City's FY 2023-2024 municipal budget.

Finance Officer Randy Gates said the budget notice had the personal and real property tax required for bonds listed as \$5,812,317 and personal and real property tax required for all other purposes listed as \$1,244,206. Those numbers are flipped. A corrected notice will be published within 20-days following approval of the budget. No action will be taken today.

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 from .304303 to .293114. The budget includes a \$5 million bond issue for street projects utilizing existing revenue with no tax increase. The budget also makes progress toward restoring the 16% general fund balance.

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 \$2,371,569,304, which is up 8.32% from the prior year. This was more than anticipated and allowed for a larger levy reduction. The city's tax levy is projected to be the third lowest of Nebraska Cities of the First Class in FY 2023-2024. City of Norfolk property tax accounts for approximately 15.52% of a citizen's property tax bill.

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. Gates discussed net bonded general obligation debt, which excludes special assessment bonds or any bond that has cash set aside in debt service fund. Bonded indebtedness for FY2023-2024 will include \$2,411,000 in special assessment bonds; \$7,780,000 in general obligation bonds; and \$12,052,160 in revenue bonds.

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 other items and changes to Administration, Police and Public Works staffing, and discussed utilization of ARPA funds. Remaining ARPA funds will be used for street improvements.

Councilman Webb asked about increased assessed valuation and the effect on the property tax levy. Gates said the assessed valuation increase allowed for an increased levy rate reduction and noted the rest went to fund balance.

Jim McKenzie, 1412 Longhorn Drive, had comments related to the budget. McKenzie said the FY2023-2024 budget includes \$22 million of new debt totaling \$64 million, noting the city's debt has almost tripled in three years and has a record level of general obligation bonds without a dedicated funding source. McKenzie discussed items that he feels should have been planned for, considered maintenance, and paid for out of the regular budget, that are being paid for by issuing \$3.964 million of 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%. McKenzie discussed the use of CHAF funds and debt for unnecessary projects, which has resulted in the city borrowing money for regular expenses. McKenzie said spending decisions have had the consequence of ballooning the amount of city debt and anticipates Norfolk's debt to grow to the highest per capita among Nebraska first class cities.

McKenzie discussed changes to the budget that occurred after the budget review session without any public input, including changes to the cost-of-living adjustment from 4% to 3.5% and new projects not previously discussed in an open meeting. The total of these new projects is \$413,000, which equals 6% of the city's total property tax ask.

McKenzie discussed concerns with large salary increases amongst some management positions.

McKenzie noted the budget documents list Norfolk's tax levy as the third lowest among first class cities, which he feels is intentionally misleading. The levy listed excludes the airport levy, which other cities include. If the airport levy was included in city's levy, McKenzie said Norfolk is probably between eleventh and thirteenth on the chart. McKenzie said his main concern is the fiscal path the city is on and noted the city does not have unlimited funds, and Council needs to take a step back and evaluate every request. McKenzie lastly asked the press to report these concerns to public.

No one else appeared in favor of or in opposition to the proposed FY2023-2024 municipal budget and the Mayor declared the hearing closed.

#### FY2023 Proprietary Budget

Mayor Moenning opened a public hearing to review the City's FY 2023-2024 proprietary budget (water, sewer, solid waste, and stormwater).

No one appeared in favor of or in opposition to the proposed FY2023-2024 proprietary budget and the Mayor declared the hearing closed.

#### FY2023-2024 Tax Request

Mayor Moenning opened a public hearing to receive comments regarding changing the tax requests for the 2023-2024 fiscal year from the amounts for the 2022-2023 fiscal year.

Finance Officer Randy Gates discussed the three funds we levy property taxes - general fund, vehicle parking district fund, and debt service fund.

The Vehicle Parking District levies the maximum 35 cents allowed by law. The assessed valuation of the District increased 3.37% from the prior year resulting in a \$3,426 increase in property tax levied, going from \$101,695 last year to \$105,121 this year.

Debt Service property tax remains unchanged from last year at \$1,021,173.

General fund property tax increases \$285,920. The City's valuation increased \$182,096,984 or 8.32% going from \$2,189,472,320 last year to \$2,371,569,304 this year. The budget was prepared to allow for a decrease in the property tax levy rate. After adding the 1% County Treasurer's commission, the General Fund property tax levy increases \$288,779 going from \$5,641,450 last year to \$5,930,229 this year. The proposed property tax increase allows the levy rate to decrease .011189 going from .304303 last year to .293114 this year.

Mayor Moenning discussed investments and debt and said the presentation showed strategic investments that if we waited on, we would be waiting a long time, which is not realistic and would drastically increase costs. There is necessity sometimes to do big infrastructure investments to avoid cost inflation and create economic opportunities that hopefully come from those investments. Moenning said he feels the budget continues a tradition of being growth minded and focused on targeted infrastructure investments and quality of life.

Councilman Webb said the cost-of-living adjustment from 4% to 3.5% was made so the council would be unified on the budget.

No one else appeared either in favor of or in opposition to changing the tax requests and the Mayor declared the hearing closed.

There being no further business, the Mayor declared the meeting adjourned at 12:52 p.m.

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Josh Moenning  
Mayor

ATTEST:

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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 Thursday, September 14, 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.

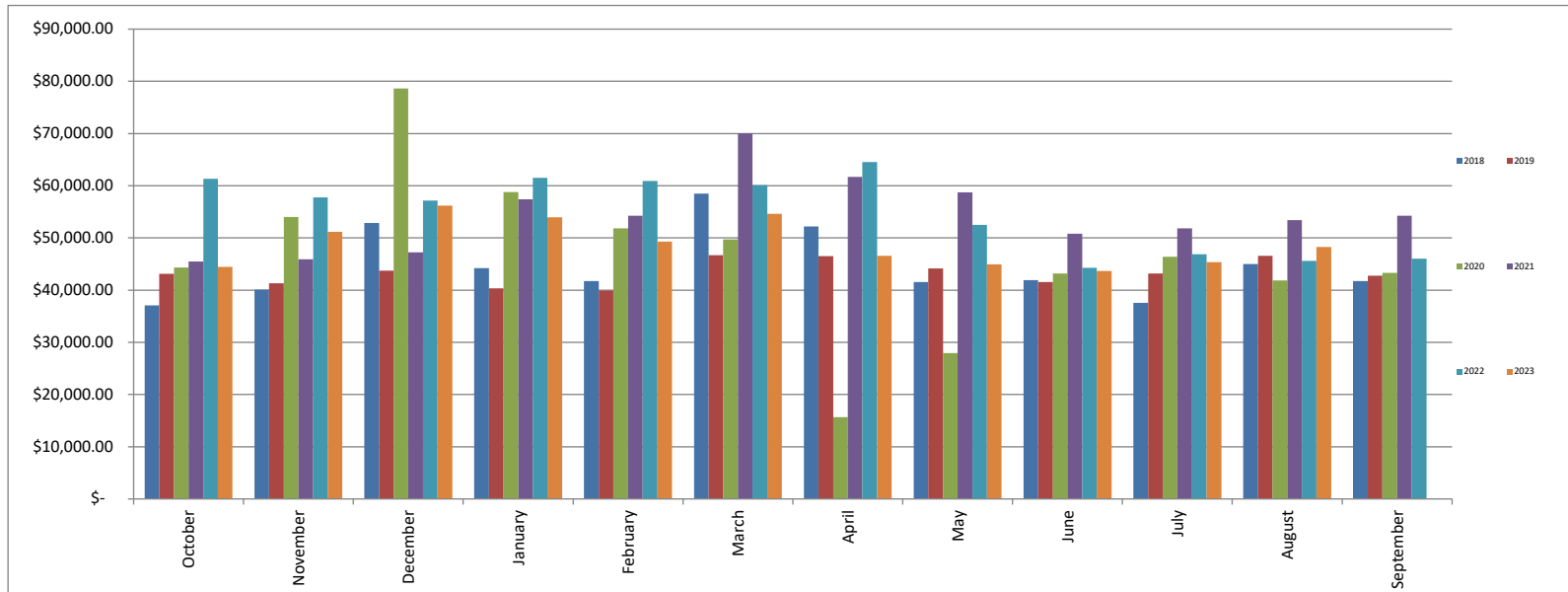
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Brianna Duerst  
City Clerk

( S E A L )

**Keno Yearly Comparison  
Net Proceeds**

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	2023 <u>BUDGET</u>	<u>Change 2022 to 2023</u>	<u>BUDGET VARIANCE</u>		
October	\$ 37,053.29	\$ 43,114.38	\$ 44,340.77	\$ 45,457.02	\$ 61,349.66	\$ 44,429.79	\$ 61,349.66	\$ (16,919.87)	-27.58%	\$ (16,919.87)	-27.58%
November	\$ 40,116.22	\$ 41,279.37	\$ 54,030.23	\$ 45,923.18	\$ 57,767.61	\$ 51,152.69	\$ 57,767.61	\$ (6,614.92)	-11.45%	\$ (6,614.92)	-11.45%
December	\$ 52,886.34	\$ 43,753.84	\$ 78,613.61	\$ 47,207.45	\$ 57,133.03	\$ 56,195.09	\$ 57,133.03	\$ (937.94)	-1.64%	\$ (937.94)	-1.64%
January	\$ 44,229.53	\$ 40,338.99	\$ 58,759.56	\$ 57,420.94	\$ 61,502.20	\$ 53,938.71	\$ 61,147.57	\$ (7,563.49)	-12.30%	\$ (7,208.86)	-11.79%
February	\$ 41,759.14	\$ 39,907.59	\$ 51,823.58	\$ 54,245.75	\$ 60,915.12	\$ 49,296.83	\$ 60,915.12	\$ (11,618.29)	-19.07%	\$ (11,618.29)	-19.07%
March	\$ 58,494.56	\$ 46,659.87	\$ 49,683.96	\$ 70,011.38	\$ 60,123.37	\$ 54,638.78	\$ 60,123.37	\$ (5,484.59)	-9.12%	\$ (5,484.59)	-9.12%
April	\$ 52,179.16	\$ 46,500.77	\$ 15,634.72	\$ 61,697.54	\$ 64,513.29	\$ 46,576.20	\$ 63,513.29	\$ (17,937.09)	-27.80%	\$ (16,937.09)	-26.67%
May	\$ 41,523.26	\$ 44,168.34	\$ 27,915.55	\$ 58,731.05	\$ 52,524.25	\$ 44,917.40	\$ 58,731.05	\$ (7,606.85)	-14.48%	\$ (13,813.65)	-23.52%
June	\$ 41,929.11	\$ 41,568.03	\$ 43,176.10	\$ 50,809.90	\$ 44,261.27	\$ 43,688.59	\$ 50,809.90	\$ (572.68)	-1.29%	\$ (7,121.31)	-14.02%
July	\$ 37,531.20	\$ 43,195.79	\$ 46,401.55	\$ 51,800.60	\$ 46,873.25	\$ 45,361.70	\$ 51,800.60	\$ (1,511.55)	-3.22%	\$ (6,438.90)	-12.43%
August	\$ 44,983.65	\$ 46,590.14	\$ 41,871.35	\$ 53,431.82	\$ 45,577.72	\$ 48,286.11	\$ 53,431.82	\$ 2,708.39	5.94%	\$ (5,145.71)	-9.63%
September	\$ 41,738.14	\$ 42,769.65	\$ 43,272.60	\$ 54,276.98	\$ 46,041.95	\$ -	\$ 54,276.98	\$ -	0.00%	\$ -	0.00%
<b>Total</b>	<b>\$ 534,423.60</b>	<b>\$ 519,846.76</b>	<b>\$ 555,523.58</b>	<b>\$ 651,013.61</b>	<b>\$ 658,582.72</b>	<b>\$ 538,481.89</b>	<b>\$ 691,000.00</b>	<b>\$ (74,058.88)</b>	<b>-12.09%</b>	<b>\$ (98,241.13)</b>	<b>-15.43%</b>





## REQUEST FOR PROPOSALS

### City of Norfolk Multimodal Transportation Action Plan

#### SCHEDULE

RFP released:	Tuesday, Sept. 19, 2023
Questions due:	Tuesday, Oct. 10, 2023, by 5:00 PM (CDT)
Answers to questions posted:	Friday, Oct. 13, 2023, by 5:00 PM (CDT)
Proposals due:	Tuesday, Oct. 17, 2023, by 2:00 PM (CDT)
Anticipated beginning of contract:	November 2023

#### QUESTIONS

All questions regarding this Request for Proposals (RFP) should be directed to:

Anna Allen, Assistant City Engineer

E-mail: [AnnaAllen@norfolkne.gov](mailto:AnnaAllen@norfolkne.gov)

Cc: [KSvitak@norfolkne.gov](mailto:KSvitak@norfolkne.gov)

#### SUBMISSION

Responses will be received electronically only until:  
**2:00 pm (CDT) October 17, 2023.**

Email an electronic file to:

[AnnaAllen@norfolkne.gov](mailto:AnnaAllen@norfolkne.gov)

cc: [KSvitak@norfolkne.gov](mailto:KSvitak@norfolkne.gov)



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## SECTION 1: GENERAL INFORMATION

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### ***Project Narrative***

The City of Norfolk is looking for qualified consultants to create a Comprehensive Safety Action Plan. This project is a result of a grant awarded to the City by the US Department of Transportation's Safe Streets and Roads for All (SS4A) grant and provides funding for professional services to create a Safety Action Plan.

An Action Plan is the foundation of the SS4A grant program. Action Plan Grants provide Federal funds to eligible applicants to develop or complete an Action Plan. The goal of an Action Plan is to develop a holistic, well-defined strategy to prevent roadway fatalities and serious injuries in a locality, Tribe, or region.

The primary deliverable for an Action Plan Grant is a publicly available Action Plan. For the purposes of the SS4A grant program, an Action Plan includes the components in Table 1 of the Notice of Funding Opportunity (NOFO) in Attachment C of this proposal. The DOT considers the process of developing an Action Plan to be critical for success, and the components reflect a process-oriented set of activities. Further information on eligibility requirements is in the NOFO attached to this proposal.

The City and its local partners understand their shared responsibility in eliminating fatal and serious crashes for all roadway users, including those who walk, bike, drive, ride transit, and travel by other modes in our community. We are committed to a holistic approach in how we think about transportation safety and how we prioritize investments across the entire transportation system so that we can build a safe and better system for all users of all modes.

By developing the area's first comprehensive safety action plan, we will commit to providing a framework of innovative strategies and implementation actions that will ensure crash reductions and support federal safety initiatives.

Through an expanded collaboration with regional stakeholders and community members, as well as guidance from FHWA's Safe System approach and the SS4A Action Plan Components, the City of Norfolk will develop a comprehensive safety action plan that is founded upon the following:

1. Leadership Commitment and Goal Setting
2. Planning Structure
3. Safety Analysis
4. Engagement and Collaboration
5. Equity Considerations
6. Policy and Process Changes
7. Strategy and Project Selections
8. Progress and Transparency

### **SS4A Grant Priorities**

Successful plans will demonstrate engagement with a variety of public and private stakeholders and seek to adopt innovative technologies and strategies to:

- Promote safety;
- Employ low-cost, high-impact strategies that can improve safety over a wider geographic area;
- Ensure equitable investment in the safety needs of underserved communities, which includes both underserved urban and rural communities;
- Incorporate evidence-based projects and strategies; and
- Align with the Department’s mission and with priorities such as equity, climate and sustainability, quality job creation, and economic strength and global competitiveness.

## ***Project Tasks***

### **Task 1: Leadership Commitment and Goal Setting**

The City of Norfolk adopted Resolution No. 2022-36 ‘Vision Zero Initiative’ in August, 2022 that establishes a Vision Zero Initiative with the goal of zero roadway fatalities and serious injuries within the City limits and two mile extra jurisdictional limits by the year 2028.

The consultant shall acknowledge City’s commitment and goals as previously adopted by the City of Norfolk and follow this commitment throughout the creation of the Safety Action Plan.

The City’s ‘Vision Zero Initiative’ resolution is included in Attachment A to this RFP.

### **Task 2: Planning Structure**

The Consultant along with City staff shall create an Action Plan Committee charged with oversight of the Action Plan development, implementation, and monitoring.

The consultant will coordinate with this committee to identify safety concerns, locations of interest, and to get feedback on recommendations.

### **Task 3: Safety Analysis**

The consultant will analyze existing conditions and historical trends that provides a baseline level of crashes involving fatalities and serious injuries across the City and it’s two mile extra jurisdictional limits. Include an analysis of locations where there are crashes and the severity of the crashes, as well as contributing factors and crash types by relevant road users (motorists, people walking, transit users, etc.). Analysis of systemic and specific safety needs is also performed, as needed (e.g., high-risk road features, specific safety needs of relevant road users, public health approaches, analysis of the built environment, demographic, and structural issues, etc.). To the extent practical, the analysis should include all roadways within the jurisdiction, without regard for ownership. Based on the analysis performed, a geospatial identification of higher-risk locations is developed (a High-Injury Network or equivalent)

#### **Task 4: Engagement and Collaboration**

The consultant will prepare a plan for implementing an equitable and authentic public engagement process. The consultant should be prepared to host 2-4 public meetings hosted in accessible locations throughout the Norfolk region. While in-person public engagement is preferred, virtual engagement methods can be utilized as needed.

The project team will partner with diverse groups throughout the community to inform the process including broad membership on the Action Plan Committee and participation in workshops, walking tours, and surveys.

The project team should consider the following for their public engagement strategy:

1. Identify areas and stakeholders that are disproportionately impacted by traffic risks and ensure that they are getting representation and feedback from these traditionally underrepresented segments of the community.
2. Assessment of the feedback received, including the activity and participants engaged, and how the feedback will be incorporated in the Action Plan.
3. The consultant will coordinate with the Action Plan Committee to identify safety concerns, locations of interest, and to get feedback on recommendations.

#### **Task 5: Equity Considerations**

The consultant shall develop the plan using inclusive and representative processes. Underserved communities are identified through data and other analyses in collaboration with appropriate partners. Analysis includes both population characteristics and initial equity impact assessments of the proposed projects and strategies.

The consultant should comply with the narrative in Attachment C of the Action Plan Agreement between the City of Norfolk and the Federal Highway Administration (see Attachment D). The plan will focus on those more likely to use alternative transportation to enhance safety equity benefits for the most vulnerable roadway users.

The consultant and City of Norfolk will follow the U.S. Department of Labor's Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements and meet the requirements as outlined in the NOFO.

The consultant will perform a transportation equity review to better understand how current transportation systems, services, and decision-making processes impact the lives of all users, including underserved and underrepresented communities. This should include an analysis of systems, services, and processes that support safe and easy-to-use multimodal options, amenities that are accessible to all populations for reaching destinations independently, and strategies to reduce socioeconomic disparities experienced by underserved and underrepresented communities.

The Project shall include physical-barrier-mitigating land bridges, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation.

These equity indicators should include, at minimum:

- Accessibility
- Connectivity
- Effectiveness
- Environment
- Health
- Mobility
- Safety
- Level of community engagement
- Other equity indicators, as required.

### **Task 6: Policy and Process Changes**

The consultant shall perform an assessment of current policies, plans, guidelines, and/or standards to identify opportunities to improve how processes prioritize transportation safety. The Action Plan discusses implementation through the adoption of revised or new policies, guidelines, and/or standards, as appropriate.

The consultant will provide a summary of current efforts to address transportation safety – including strategies other jurisdictions are using to address safety, identifying programs that have evidence of measurable success, and assessments of the most effective and efficient methods used to achieve outcomes.

The project team will:

- Review local and statewide plans, studies, and initiatives related to roadway safety and develop recommendations for improved collaboration to address safety analysis, project development, and implementation more effectively across the region.
- Assess the quality and completeness of existing available data – including crash, transportation, land use, and demographic data. If analysis methods require more information, the Consultant may recommend additional data collection.
- Make recommendations, based on the literature, policy, and data review and input from the Action Plan Committee, on best analysis strategies and data requirements.

### **Task 7: Strategy and Project Selections**

The consultant shall identify a comprehensive set of projects and strategies, shaped by data, the best available evidence and noteworthy practices, as well as stakeholder input and equity considerations, that will address the safety problems described in the Action Plan. These strategies and countermeasures will focus on a Safe System Approach, effective interventions, and consider multidisciplinary activities. To the extent practical, data limitations are identified and mitigated.

Once identified, the consultant will prioritize the list of projects and strategies in a list that provides time ranges for when the strategies and countermeasures will be deployed (e.g., short-, mid-, and long-term timeframes). The list should include specific projects and strategies, or descriptions of programs of projects and strategies, and explains prioritization criteria used. The list should contain interventions focused on infrastructure, behavioral, and/or operational safety.

The Action Plan will support a modal shift in passenger movement to reduce emissions or reduce induced travel demand by making improvements to the transit system throughout time. The Project will

also make improvements to existing bike trails, sidewalks, and crosswalks as well as identify areas of town where trails, sidewalk, and crossings need to be constructed to promote travel by bicycle and walking.

**Task 8: Progress and Transparency**

The consultant shall provide a method to measure progress over time after an Action Plan is developed or updated, including outcome data. Means to ensure ongoing transparency is established with residents and other relevant stakeholders. Must include, at a minimum, annual public and accessible reporting on progress toward reducing roadway fatalities and serious injuries, and public posting of the Action Plan online.

**Task 9: Implementation Grant Application**

Assist the City in preparing an Implementation Grant Application.

***Deliverables***

The primary deliverable for the City of Norfolk Multimodal Transportation Action Plan is a publicly available Action Plan containing the components listed above with a goal of preventing roadway fatalities and serious injuries. The action plan shall include the following deliverables.

**Implementation Plan & Programs**

The consultant will develop a strategy for implementing safety measures and a means to monitor safety outcomes to evaluate which measures are most effective for the City. The consultant will identify potential projects based on the results of the tasks described above to be incorporated into an Implementation Plan and provide recommendations for education and enforcement programs, strategies, and programs. The consultant will also establish new and/or update existing policies, guidelines, and design standards to better align with the Action Plan.

All project recommendations will be used for future project decision making in the years to come to help make the City of Norfolk a safe community for all.

The Implementation Plan and Education and Enforcement Programs will:

- Recognize the needs of all users of the multimodal transportation system.
- Include potential projects that are feasible and applicable for grant funding.
- Include conceptual infrastructure improvements with quantifiable costs.
- Include a schedule for implementation.
- Identify roles and responsibilities for implementation.
- Address project evaluation and prioritization.

The consultant will identify countermeasures to address the emphasis areas and high-risk corridors and intersections. The consultant will include strategies and performance measures to measure progress over time and be tracked at the regional level based on the guidance from the SS4A grant. In addition, consultants shall identify correlations between countermeasures and federal performance measures. A process will need to be set up to ensure transparency in reducing roadway fatalities and serious injuries.

**Executive Summary/Fact Sheet**

The consultant shall develop a brief executive summary or fact sheet in PDF format which relays all pertinent information in an easy-to-follow format. The summary should be concise and highly graphic, highlighting major assumptions, strategies, and recommendations.

The consultant is also expected to provide the City of Norfolk with all data and study products. All meeting summaries and technical analyses should be included as an appendix of the study.

#### **Administrative Draft and Final Plan**

The consultant will prepare an administrative draft of the Action Plan for review and comment by the Action Plan Committee and City staff. Comments received from the Action Plan Committee will be incorporated into the final plan. Upon final review and consent by the Action Plan Committee and City staff, the consultant will develop a final report that is visually appealing, easy for policymakers and stakeholders to understand, and communicates action plan strategies and recommendations.

Specifically, the consultant should develop a final report that:

1. Is organized and communicates a clear message both graphically and with accompanying text.
2. Is easy to read and understand.
3. Explains key implications as they relate to policies, programs, practices, strategies, infrastructure projects, funding, and other recommendations.

The consultant shall provide the City with appropriate presentation materials for final review and approval. The city of Norfolk shall be responsible for presenting and achieving final recommendations and approval of the study. If the consultant wishes to include assistance with the final approval process in their scope of work, this should be accounted for in the proposal.

Upon final project completion, the consultant will be responsible for providing the Action Plan in a high-resolution electronic document. The report should be able to be used both digitally and in hard copy format. This may take the form of separate print and web formats, as well as other electronic drawing formats if requested. The Action Plan will be required to be made public upon final completion and approval.

## SECTION 2: Action Plan Schedule

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<u>Milestone</u>	<u>Schedule Date</u>
Draft Action Plan Completion Date	April 1, 2024
Action Plan Completion Date	June 1, 2024
Action Plan Adoption Date	August 1, 2024
SS4A Final Report Date:	September 1, 2024



## SECTION 2: CONTENT FOR PROPOSALS

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Respondents shall provide documentation that demonstrates their ability to satisfy all of the minimum qualification requirements. The response shall be submitted according to the format set forth below. As previously stated, the City of Norfolk will review each proposal and make a determination as to the sufficiency and adequacy of the Respondent's qualifications. If the Respondent fails to provide or omits information, there will be no appeals process or acceptance of additional materials.

### ***Contents of Proposal Response***

#### **Cover Letter / Letter of Interest (1 page)**

The response will contain a letter of interest that declares that the Respondent is submitting the response without collusion with any other person or entity submitting a response pursuant to this solicitation. Letters should not contain links to other web pages, are not to exceed one (1) page in length, and will include at a minimum the following information in the following format:

1. Name, address and contact information for the submitting person or entity.
2. Organization profile and qualifications: This section of the letter must describe the proposing firm and must also identify the primary individuals responsible for supervising the work, including their titles and/or their classifications.

Letters of Interest shall be signed by a representative of the Respondent who has authority to negotiate and contractually bind the consultant/firm.

#### **Table of Contents (1 page)**

The table of contents should outline, in sequential order, the major areas of the Response Package as shown herein. All pages of the Response Package, excluding attachments, must be clearly and consecutively numbered and correspond to the table of contents.

#### **Executive Summary (1 page)**

Provide a complete and concise summary of Respondent Team's background, types of expertise and ability to meet the requirements of this RFP. The executive summary should briefly state why the Consultant Team is the best candidate for the project.

#### **Statement of Organization & Personnel Qualifications (No more than 10 pages)**

Respondents shall include within their Submittal a Statement of Organization. The Statement of Organization should include the following information:

- 1. Capacity of the Team to do the Work**

Present your teams structure and capacity to complete the work in the SS4A Action Plan Grant and identification of potential projects for the Fall 2024 SS4A Implementation Plan grant cycle.

- 2. List of Personnel with Demonstrated Qualifications**

Respondents must first supply a summary list of personnel who will actually perform the work for the anticipated contractual services. The individuals listed must have at a minimum:

- a. Professional licenses/certifications
- b. Experience performing transportation safety studies
- c. Experience in Complete Streets planning and design
- d. Experience in bicycle and pedestrian safety studies

### **3. Description of Relevant Experience**

Descriptions of relevant experience and other certifications for each of the individuals shall be provided. These descriptions should be limited to one page per individual. The following experiences should be included in the individual personnel descriptions:

- a. Certified Road Safety Professional or Professional Traffic Operations Engineer
- b. Experience with evaluation of safety data and/or conducting road safety assessments.
- c. Applying Highway Safety Manual procedures for site evaluation, crash prediction, and countermeasure selection
- d. Expertise in complete streets planning and design, bicycle and pedestrian planning and design, traffic operations, and roadway design
- e. Experience estimating costs for the installation of safety counter measures
- f. Working with NDOT's Traffic and Safety Operations Section
- g. Any other experiences related to traffic safety analyses.
- h. Community engagement.

### **Relevant Prior Project Experience (5 pages)**

Identify projects that demonstrate relevant project experience according to the information from Section 1 of this RFP. The examples should come from relevant team members' experience and should have been performed in the last five (5) years. References of transportation safety plans, multimodal transportation plans, and bicycle and pedestrian safety plans successfully conducted or underway, preferred.

### **Project Approach (5 pages)**

Present your team approach to successfully structure the work required in the project tasks and in line with the budget shown in Attachment B, City of Norfolk SS4A Action Plan Grant Budget Breakdown of this RFP. Present your process for performing the project tasks and providing the City of Norfolk with the necessary deliverables listed in Section 1 of this RFP that would advance the City's Vision Zero goal.

### **References (1 page)**

Respondents shall provide names and addresses of a representative list of clients/references with which the Respondent has performed similar work. References shall include a contact person, current telephone number, and current email addresses.

### **Disposition of Proposals**

All proposals submitted in response to this RFP will become the property of the City of Norfolk and a matter of public record. Respondent must identify, in writing, all copyrighted material, trade secrets, or other proprietary information that it claims is exempt from disclosure under the Public Records Act of the State of Nebraska. Any Respondent claiming such an exemption must also state that it agrees to defend any action brought against the City of Norfolk for its refusal to disclose such material, trade

secrets or other proprietary information to any party making a request therefore. Any Respondent who fails to include such a statement shall be deemed to have waived its right to an exemption from disclosure as provided by said action. Proposal Packages submitted for consideration should be arranged following the format shown below:

<b>Qualifications Package Structure</b>	
1.	Cover Letter / Letter of Interest 1 page-single sided
2.	Table of Contents 1 page single sided
3.	Executive Summary 1 page single sided
4.	Statement of Organization and Personnel Qualifications 10 pages single sided
5.	Relevant Prior Project Experience 5 pages single sided
6.	Project Approach 5 page single sided
7.	References 1 page single sided
9.	Disposition of Proposals 1 page single sided

**NOTE: Proposal Packages should not exceed 25 pages (excluding attachments).**

## SECTION 3: SUBMISSION, EVALUATION, AND SELECTION

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### *Submission*

All materials submitted in response to this RFP become the property of the City of Norfolk upon delivery and are to be appended to any formal documentation which would further define or expand the contractual relationship between the City of Norfolk and the Respondent.

Inquiries - Respondents may submit written email inquiries for interpretation of this RFP to Anna Allen, Assistant City Engineer, at [AnnaAllen@norfolkne.gov](mailto:AnnaAllen@norfolkne.gov) no later than Tuesday, October 10, 2023, at 5:00 PM (CDT). Questions made and answered will be summarized in writing for distribution on the City website ([www.norfolkne.gov](http://www.norfolkne.gov)) no later than Friday, October 13, 2023, at 5:00 PM (CDT). All questions will remain anonymous. Addendums or amendments to this RFP, if required, shall also be posted to the website.

City of Norfolk staff will not respond to verbal questions or meeting requests regarding this solicitation. Any email correspondence related to this RFP should refer to the appropriate RFP title, page, and paragraph.

Verification of Information – City of Norfolk staff may verify all information submitted as part of a Proposal Package. Submission of information deemed to be inaccurate may result in a determination of non-response and a rejection of the Proposal Package.

Exceptions - Any desired exceptions to the terms and conditions of this RFP must be included in the Proposal Package and must address the specific page and paragraph of the RFP in which the conflict exists. A Respondent's preprinted terms and conditions will not be considered as exceptions.

Proposal Packages - The Proposal Package and other information received in response to this RFP shall be shown only to City of Norfolk staff and members of the selection committee. After award, the successful Proposal Package and evaluation document shall be open for public inspection.

Late Proposal Package - Late Proposal Packages will not be considered and the Consultant/Firm shall be so notified.

Withdrawal of Proposal Packages - Submitters may withdraw their Proposal Package by notifying the City of Norfolk at any time. They may withdraw their Qualifications Package in person or through an authorized representative. To withdraw a response, a submitter or authorized representative must disclose their identity and provide a signed letter for which a written receipt will be provided. Proposal Packages become the property of the City of Norfolk and will not be returned to the submitters. Upon receiving responses they become a "public record" and shall be subject to public disclosure.

**Evaluation Criteria**

Proposals will be reviewed by a selection committee composed of City of Norfolk staff and local partners. Each member of the committee will evaluate each Proposal Package against the RFP selection criteria, as listed below. Criteria scores will be added together for a total score, with a maximum possible score of 100. See below.

The scores from the written Proposal Packages will be summed up based on the selection criteria to create a ranked list of Respondents. At this point the highest-ranking Respondent will be selected to conduct the work or the City may initiate a short-list interview process.

Evaluation Criteria to be Rated by Scorers					
Category	Scoring Criteria	Scale	Score	Weight	Weighted Score
Capacity of Team to do Work	<b>Evaluation of the team's personnel and equipment to perform the project on time.</b>			20	
	Availability of more than adequate capacity that results in added value.	1			
	Adequate capacity to meet the schedule.	0			
	Insufficient available capacity to meet the schedule.	-1			
Team's Demonstrated Qualifications	<b>Technical Expertise: Unique Resources that yield a relevant added value or efficiency to the deliverable.</b>			15	
	Demonstrated outstanding expertise and resources identified for required services for value added benefit.	2			
	Demonstrated high level of expertise and resources identified for required services for value added benefit.	1			
	Expertise and resources at appropriate level.	0			
	Insufficient expertise and/or resources.	-3			
Project Manager	<b>Predicted ability to manage the project, based on: experience in size, complexity, type, subs, documentation skills.</b>			20	
	Demonstrated outstanding experience in similar type and complexity.	2			
	Demonstrated high level of experience in similar type and complexity.	1			
	Experience in similar type and complexity shown in resume.	0			
	Experience in different type or lower complexity.	-1			
	Insufficient experience.	-3			
Approach to Project	<b>Project Understanding and Innovation that provides cost and/or time savings.</b>			15	
	High level of understanding and viable innovative ideas proposed.	2			
	High level of understanding of the project.	1			
	Basic understanding of the project.	0			
	Lack of project understanding.	-3			
<b>Weighted Sub-Total:</b>					

**Award of the Contract**

Notwithstanding any other provision of this RFP, the City of Norfolk expressly reserves the right to:

- Waive any immaterial defect or informality
- Reject any or all Proposal Packages, or portions thereof
- Reissue a Request for Proposals
- Modify the number and types of tasks to be collected to meet budgetary limitations
- Cancel the Solicitation

**Offer and Acceptance Period**

A response to this RFP implies that there is a willingness on the part of the Consultant/Firm to contract with the City of Norfolk based upon the terms, conditions, tasks and specifications contained herein.

Submitted Proposal Packages are deemed irrevocable for one-hundred eighty (180) days after the date and time that the proposal packages are due.

***Respondent's Rights***

All materials submitted in response to this RFP become the property of the City of Norfolk.

## SECTION 4: MAJOR CONTRACT PROVISIONS

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This section indicates the major terms and conditions a prospective Respondent should be aware of in the development of the Proposal Package. This is not “all-inclusive” but contains the major provision that might affect the development of the Proposal Package.

### **Payment**

Payment will be made in arrears only after submission of proper invoices to City of Norfolk. Billing shall represent work completed prior to the invoice date. The invoice shall identify the description of work performed at the contract rates. Payment of any invoice shall not preclude City of Norfolk from making a claim for adjustment on any service found not to have been in accordance with the contract. Invoices may not be submitted more frequently than monthly.

### **Conflict of Interest**

City of Norfolk reserves the right to preclude offering a work assignment to a Consultant/Firm should a real, apparent, or potential conflict of interest exist as determined by the City of Norfolk.

### **Performance Standards**

City of Norfolk relies upon the Consultant/Firm to provide services in accordance with the contract and performance standards established for each work assignment in the project tasks listed in Section 1. The Consultant/Firm agrees that time is of the essence, and that contractual commitments shall be met.

### **Delivery of Data and Work Projects**

Unless specified otherwise, the final embodiment of deliverables (maps, charts, tools, reports, etc.) will be delivered in an electronic format to include editable originals, linked supporting graphics and images, and final portable document format (pdf) files.

### **Ownership of Data and Work Products**

All deliverables and/or other products of the contract (including but not limited to all procedures, Qualifications Packages, reports, records, summaries, software documentation, original data, GIS data original and derived, and other matters and materials gathered, prepared and/or developed by the Consultant/Firm in the performance of this contract) shall be the sole, absolute, and exclusive property of the City of Norfolk, free from any claim or retention of rights thereto on the part of the Consultant, its agents, its subcontractors, officers, or employees. No data acquired from or via the City of Norfolk may be used by the Consultant/Firm for any other projects.

### **Cancellation**

Failure to perform any or all of the terms, promises and conditions of the contract, including the specifications, may be deemed a substantial breach thereof. Default may be declared at any time if, in the opinion of the City of Norfolk:

- Consultant/Firm fails to adequately perform the services required in the contract;
  - Consultant/Firm attempts to provide service or workmanship which is of an unacceptable quality;
- or

- Consultant/Firm fails to make progress in the performance of the requirements of the contract, and/or gives the City of Norfolk a positive indication that the Consultant/Firm will not or cannot perform to the requirements of the contract.

After notice of cancellation, the Consultant/Firm agrees to perform the requirements of the contract up to and including the date of cancellation, as though no cancellation had been made, and notwithstanding other legal remedies which may be available to the City of Norfolk because of the cancellation, agrees to indemnify the City of Norfolk for its cost in procuring the services of a new Consultant/Firm.

City of Norfolk shall give the Consultant/Firm written notice of default. After receipt of such notice, the Consultant/Firm shall have five (5) days in which to cure such failure. In the event the Consultant/Firm does not cure such failure, the City of Norfolk may terminate all or any part of the contract without further consideration by so notifying the Consultant/Firm in writing.

#### **Contract Termination**

By written notice, the City of Norfolk may terminate the contract, in whole or in part, when it is deemed to be in their best interest. If the contract is so terminated, the Consultant/Firm will be compensated for work performed up to the time of the notification of termination. In no event shall payment for such costs exceed the current contract price.

#### **Availability of Funds**

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the Consultant/Firm will only be reimbursed for the reasonable value of any non-recurring costs borne but not amortized in the price of services delivered under the contract, or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations available for such purposes.

#### **Confidentially**

The Consultant/Firm acknowledges that information disclosed to it concerning governmental operations during performance of a contract is confidential and/or proprietary and shall not be disclosed to third parties without prior written consent of those governments.

- The Consultant/Firm shall establish and maintain procedures and controls for the purpose of assuring that no information in its records or obtained from jurisdictions and governmental entities in carrying out its functions under the contract shall be used or disclosed by it. City of Norfolk reserves the right to review such procedures to ensure acceptability. Persons requesting such information should be referred to the City of Norfolk .
- All proprietary information and all copies thereof shall be returned to the City of Norfolk upon completion of the work for which it was obtained or developed.

#### **Removal of Contract Employees**

The Consultant/Firm agrees to utilize only experienced, responsible, and capable people in the



performance of the work. City of Norfolk may require that the Consultant/Firm remove employees from the project who endanger persons or property or whose continued employment under this project is inconsistent with the interests of the City of Norfolk.

**Contract Term**

The term of any resultant contract shall commence on the date of the notice to proceed, unless terminated, canceled, or extended as otherwise provided herein. Should a contract extension be required, the City of Norfolk reserves the right to extend the contract for a specific time period beyond the stated expiration date.

**Insurance**

Without limiting its liability, the Consultant/Firm shall maintain, during the life of the contract insurances per the requirements in Attachment E to this proposal.

As part of the contract developed from this RFP, the Consultant/Firm shall include a standard form "Certificate of Insurance" as evidence of this coverage. The amounts of coverage shall be negotiated as part of the contract but shall generally be sufficient to protect the City of Norfolk from liability as a result of this study. This coverage may not be canceled, reduced or allowed to lapse without written notice to the City of Norfolk.

Attachment A:  
City of Norfolk Resolution 2022-36 'Vision Zero Initiative'

**RESOLUTION NO. 2022 - 36**

**ESTABLISHING A 'VISION ZERO' INITIATIVE THROUGH A SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT TO WORK TOWARDS ZERO ROADWAY FATALITIES AND SERIOUS INJURIES**

**WHEREAS**, the Infrastructure Investment and Jobs Act (Public Law 117-58, also referred to as the "Bipartisan Infrastructure Law" or "BIL") authorized and appropriated funds for FY 2022 for the Safe Streets and Roads for All (SS4A) Discretionary Grant Program; and

**WHEREAS**, the purpose of SS4A grants is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development and implementation focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators; and

**WHEREAS**, City Staff recommends that the City of Norfolk file an application for the SS4A discretionary grant to develop a Comprehensive Safety Action Plan; and

**WHEREAS**, the City of Norfolk is an eligible applicant; and

**WHEREAS**, it would be beneficial to adopt a comprehensive plan to address the multifaceted nature of traffic safety in the City of Norfolk; and

**WHEREAS**, the City of Norfolk is responsible for providing protections for the public health and safety of its residents, including access to safe streets, sidewalks, and transportation; and

**WHEREAS**, each year, more than 40,000 lives are needlessly lost on American streets, and thousands more are injured; and

**WHEREAS**, the number of people struck and killed by drivers nationwide while walking increased by 45% over the last decade; and

**WHEREAS**, the City of Norfolk acknowledges that traffic crashes are preventable, that fatal and severe crashes can be significantly diminished through a safe systems approach, and saving life is an objective of the highest order; and

**WHEREAS**, Vision Zero aims to achieve zero traffic fatalities and zero serious injuries in the roadway, and has successfully reduced fatalities and serious injuries in cities where it has been implemented; and

**NOW, THEREFORE**, the Mayor and Council of the City of Norfolk hereby **RESOLVE** to establish a Vision Zero initiative with the goal of zero roadway fatalities and serious injuries within the City limits and two mile extra jurisdictional limits by the year 2028:

**BE IT FURTHER RESOLVED** That authorization is hereby given for the submittal of an application to the U.S. DOT for an FY 2022 Safe Streets and Roads for All (SS4A) Discretionary Grant, and the conduct of a Comprehensive Safety Action Plan.

**BE IT FURTHER RESOLVED**, that the City of Norfolk commits to develop a Vision Zero Steering Committee made up of individuals from City staff, institutional partners, businesses, non-profits, community-based organizations, and residents to coordinate, develop and implement policies and programs, establish and monitor interim targets in the goal of zero traffic deaths and serious injuries.

**BE IT FURTHER RESOLVED**, to show the City's financial commitment to the Vision Zero Initiative and because a local match is required and enhances the viability of the application, the City commits to providing 30% of the total grant dollars awarded out of City Highway Allocation Funds for the creation of a Comprehensive Safety Action Plan if the grant is awarded.

**BE IT FURTHER RESOLVED**, that the City may request additional funds in subsequent fiscal year budgets and will actively pursue grant opportunities, as well as State and Federal partnerships to be used solely for the purpose of this resolution.

PASSED AND APPROVED this 15<sup>th</sup> day of August, 2022

ATTEST

Brianna Duerst  
Brianna Duerst, City Clerk

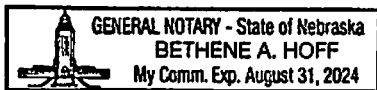
Josh Moenning  
Josh Moenning, Mayor

Approved as to form: D. Myers-Noelle  
Danielle L. Myers-Noelle, City Attorney

State of Nebraska  
County of Madison

The foregoing instrument was acknowledged before me this 15<sup>th</sup> August, 2022 by Josh Moenning, Mayor of the City of Norfolk and Brianna Duerst, City Clerk of the City of Norfolk on behalf of the City of Norfolk, Nebraska, a Municipal Corporation.

Bethene A. Hoff  
Bethene A. Hoff, Notary Public



Attachment B:  
City of Norfolk SS4A Action Plan Grant Budget Breakdown



innovation . right at home.

309 N 5th Street  
 Norfolk, NE 68701  
 P402-844-2020  
 www.norfolkne.gov

City of Norfolk, NE SS4A Action Plan Grant - Budget Breakdown

Task	New or Revised Budget		
	Federal	Non-Federal	Total
Project management	\$20,300	\$8,700	\$29,000
Vision and goal setting	\$5,600	\$2,400	\$8,000
Safety committee, stakeholder and public engagement, and community capacity building	\$31,500	\$13,500	\$45,000
Transportation network GIS data development	\$8,400	\$3,600	\$12,000
Existing infrastructure and conditions assessment	\$4,200	\$1,800	\$6,000
Vision impairment walking tour	\$4,900	\$2,100	\$7,000
Existing policies, programs, and procedures review and analysis	\$2,800	\$1,200	\$4,000
Best practices review and summary	\$2,100	\$900	\$3,000
Retrospective crash data analysis	\$16,800	\$7,200	\$24,000
Predictive crash risk assessment	\$16,800	\$7,200	\$24,000
Equity analysis	\$4,200	\$1,800	\$6,000
Equitable high-injury network	\$5,600	\$2,400	\$8,000
Countermeasure toolbox	\$6,300	\$2,700	\$9,000
High-priority safety corridor site visits and analyses	\$8,400	\$3,600	\$12,000
Policy recommendations	\$2,800	\$1,200	\$4,000
Programmatic recommendations	\$3,500	\$1,500	\$5,000
Project site assessments and recommendations	\$12,600	\$5,400	\$18,000
Priority project concepts and visualizations	\$8,400	\$3,600	\$12,000
Recommendations workshops	\$8,400	\$3,600	\$12,000
Demonstration project identification and concepts	\$4,200	\$1,800	\$6,000
Complete streets policy, design guidelines, and visualizations	\$21,000	\$9,000	\$30,000
Safety Action Plan document	\$6,300	\$2,700	\$9,000
Safety Action Plan storymap	\$4,200	\$1,800	\$6,000
	<b>\$209,300</b>	<b>\$89,700</b>	<b>\$299,000</b>

Attachment C:  
Notice of Funding Opportunity for SS4A Discretionary Grant  
Opportunity

**Office of the Secretary of Transportation  
Notice of Funding Opportunity for the Safe Streets and Roads for All (SS4A) Discretionary Grant  
Opportunity  
Amendment 1**

**AGENCY:** Office of the Secretary of Transportation, U.S. Department of Transportation (DOT or the Department)

**ACTION:** Notice of Funding Opportunity (NOFO), Assistance Listing # 20.939

**SUMMARY:** The purpose of this notice is to solicit applications for Safe Streets and Roads for All (SS4A) grants. Funds for the fiscal year (FY) 2022 SS4A grant program are to be awarded on a competitive basis to support planning, infrastructure, behavioral, and operational initiatives to prevent death and serious injury on roads and streets involving all roadway users, including pedestrians; bicyclists; public transportation, personal conveyance, and micromobility users; motorists; and commercial vehicle operators.<sup>1</sup>

**DATES:** Applications must be submitted by 5:00 PM EDT on Thursday, September 15, 2022. Late applications will not be accepted.

**ADDRESSES:** Applications must be submitted through <https://www.grants.gov/>.

**FOR FURTHER CONTACT INFORMATION:** Please contact the SS4A grant program staff via email at [SS4A@dot.gov](mailto:SS4A@dot.gov), or call Paul Teicher at 202-366-4114. A telecommunications device for the deaf (TDD) is available at 202-366-3993. In addition, DOT will regularly post answers to questions and requests for clarifications, as well as schedule information regarding webinars providing additional guidance, on DOT's website at <https://www.transportation.gov/SS4A>. The deadline to submit technical questions is August 15, 2022.

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<sup>1</sup>The term "pedestrians" is inclusive of all users of the pedestrian infrastructure, including persons with disabilities.



**SUPPLEMENTARY INFORMATION:** Each section of this notice contains information and instructions relevant to the application process for SS4A grants, and all applicants should read this notice in its entirety so that they have the information they need to submit eligible and competitive applications.

N/A	SUMMARY INFORMATION
A	PROGRAM DESCRIPTION
B	FEDERAL AWARD INFORMATION
C	ELIGIBILITY INFORMATION
D	APPLICATION AND SUBMISSION INFORMATION
E	APPLICATION REVIEW INFORMATION
F	FEDERAL AWARD ADMINISTRATION INFORMATION
G	FEDERAL AWARDED AGENCY CONTACTS
H	OTHER INFORMATION

Section A (Program Description) describes the Department’s goals and purpose in making awards, and Section E (Application Review Information) describes how the Department will select from eligible applications. To support applicants through the process, the Department will provide technical assistance and resources at <https://www.transportation.gov/SS4A>.

**DEFINITIONS**

<b>Term</b>	<b>Definition</b>
Applicant’s Jurisdiction(s)	The U.S. Census tracts where the applicant operates or performs their safety responsibilities. If an applicant is seeking funding for multiple jurisdictions, all of the relevant Census tracts for the jurisdictions covered by the application should be included.
Complete Streets	Standards or policies that ensure the safe and adequate accommodation of all users of the transportation system, including pedestrians, bicyclists, personal conveyance and micromobility users, public transportation users, children, older individuals, individuals with disabilities, motorists, and freight vehicles. <sup>2</sup>

<sup>2</sup> The definition is based on the “Moving to a Complete Streets Design Model: A Report to Congress on Opportunities and Challenges,” <https://highways.dot.gov/newsroom/federal-highway-administration-details-efforts-advance-complete-streets-design-model>

Term	Definition
Comprehensive Safety Action Plan	A comprehensive safety action plan (referred to as Action Plan) is aimed at preventing roadway fatalities and serious injuries in a locality, Tribe, or region. This can either be a plan developed with an Action Plan Grant, or a previously developed plan that is substantially similar and meets the eligibility requirements (e.g., a Vision Zero plan or similar plan).
Equity	The consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, Indigenous and Native Americans, Asian Americans and Pacific Islanders, and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.
High Injury Network	Identifies the highest concentrations of traffic crashes resulting in serious injuries and fatalities within a given roadway network or jurisdiction.
Micromobility	Any small, low-speed, human- or electric-powered transportation device, including bicycles, scooters, electric-assist bicycles, electric scooters (e-scooters), and other small, lightweight, wheeled conveyances. <sup>3</sup>

<sup>3</sup> Source: FHWA, Public Roads Magazine Spring 2021 “Micromobility: a Travel Innovation.” Publication Number: FHWA-HRT-21-003

Term	Definition
Personal Conveyance	A personal conveyance is a device, other than a transport device, used by a pedestrian for personal mobility assistance or recreation. These devices can be motorized or human powered, but not propelled by pedaling. <sup>4</sup>
Political Subdivision of a State	A unit of government created under the authority of State law. This includes cities, towns, counties, special districts, certain transit agencies, and similar units of local government. A transit district, authority, or public benefit corporation is eligible if it was created under State law, including transit authorities operated by political subdivisions of a State.
Rural	For the purposes of this NOFO, jurisdictions outside an Urbanized Area (UA) or located within Urbanized Areas with populations fewer than 200,000 will be considered rural. Lists of UAs are available on the U.S. Census Bureau website at <a href="http://www2.census.gov/geo/maps/dc10map/UAUC_RefMap/ua/">http://www2.census.gov/geo/maps/dc10map/UAUC_RefMap/ua/</a> .
Safe System Approach	A guiding principle to address the safety of all road users. It involves a paradigm shift to improve safety culture, increase collaboration across all safety stakeholders, and refocus transportation system design and operation on anticipating human mistakes and lessening impact forces to reduce crash severity and save lives. <sup>5,6</sup>

<sup>4</sup> <https://crashstats.nhtsa.dot.gov/Api/Public/ViewPublication/813251>, see page 127 for the full definition as defined in the 2020 FARS/CRSS Coding and Validation Manual.

<sup>5</sup> See: <https://www.transportation.gov/NRSS/SafeSystem>

<sup>6</sup> Safety culture can be defined as the shared values, actions, and behaviors that demonstrate a commitment to safety over competing goals and demands.

Term	Definition
Underserved Community	<p>An underserved community as defined for this NOFO is consistent with the Office of Management and Budget’s Interim Guidance for the Justice40 Initiative and the Historically Disadvantaged Community designation, which includes:</p> <p>U.S. Census tracts identified in this table <b><u>and corresponding map tool that visualizes the table:</u></b></p> <ul style="list-style-type: none"> <li>• <a href="https://datahub.transportation.gov/stories/s/tsyd-k6ij">https://datahub.transportation.gov/stories/s/tsyd-k6ij</a> and <a href="https://usdot.maps.arcgis.com/apps/dashboards/99f9268777ff4218867ceedfabe58a3a">https://usdot.maps.arcgis.com/apps/dashboards/99f9268777ff4218867ceedfabe58a3a</a></li> <li>• Any Tribal land; or</li> <li>• Any territory or possession of the United States.</li> </ul>

## A. Program Description

### 1. Overview

Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”) authorized and appropriated \$1 billion to be awarded by the Department of Transportation for FY 2022 for the SS4A grant program. This NOFO solicits applications for activities to be funded under the SS4A grant program. The FY22 funding will be implemented, as appropriate and consistent with law, in alignment with the priorities in Executive Order 14052, Implementation of the Infrastructure Investment and Jobs Act (86 FR 64355).<sup>7</sup>

The purpose of SS4A grants is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development and implementation focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. The program provides funding to develop the tools to help strengthen a community’s approach to roadway safety and save lives and is designed to meet the needs of diverse local, Tribal, and regional communities that differ dramatically in size, location, and experience administering Federal funding.

### 2. Grant Types and Deliverables

The SS4A program provides funding for two types of grants: Action Plan Grants (for comprehensive safety action plans) and Implementation Grants. Action Plan Grants are used to develop, complete, or supplement a comprehensive safety action plan. To apply for an Implementation Grant, an eligible

<sup>7</sup> The priorities of Executive Order 14052, Implementation of the Infrastructure Investments and Jobs Act are: to invest efficiently and equitably, promote the competitiveness of the U.S. economy, improve job opportunities by focusing on high labor standards and equal employment opportunity, strengthen infrastructure resilience to hazards including climate change, and to effectively coordinate with State, local, Tribal, and territorial government partners.

applicant must have a qualifying Action Plan. Implementation Grants are available to implement strategies or projects that are consistent with an existing Action Plan. Applicants for Implementation Grants can self-certify that they have in place one or more plans that together are substantially similar to and meet the eligibility requirements for an Action Plan.

i. Action Plan Grants

An Action Plan is the foundation of the SS4A grant program. Action Plan Grants provide Federal funds to eligible applicants to develop or complete an Action Plan. Action Plan Grants may also fund supplemental Action Plan activities. The goal of an Action Plan is to develop a holistic, well-defined strategy to prevent roadway fatalities and serious injuries in a locality, Tribe, or region. Further information on eligibility requirements is in Section C.

The primary deliverable for an Action Plan Grant is a publicly available Action Plan. For the purposes of the SS4A grant program, an Action Plan includes the components in Table 1. DOT considers the process of developing an Action Plan to be critical for success, and the components reflect a process-oriented set of activities.

**Table 1: Action Plan Components**

<b>Component</b>	<b>Description</b>
Leadership Commitment and Goal Setting	An official public commitment (e.g., resolution, policy, ordinance, etc.) by a high-ranking official and/or governing body (e.g., Mayor, City Council, Tribal Council, MPO Policy Board, etc.) to an eventual goal of zero roadway fatalities and serious injuries. The commitment must include a goal and timeline for eliminating roadway fatalities and serious injuries achieved through one, or both, of the following: (1) the target date for achieving zero roadway fatalities and serious injuries, OR (2) an ambitious percentage reduction of roadway fatalities and serious injuries by a specific date with an eventual goal of eliminating roadway fatalities and serious injuries.
Planning Structure	A committee, task force, implementation group, or similar body charged with oversight of the Action Plan development, implementation, and monitoring.

Component	Description
Safety Analysis	Analysis of existing conditions and historical trends that provides a baseline level of crashes involving fatalities and serious injuries across a jurisdiction, locality, Tribe, or region. Includes an analysis of locations where there are crashes and the severity of the crashes, as well as contributing factors and crash types by relevant road users (motorists, people walking, transit users, etc.). Analysis of systemic and specific safety needs is also performed, as needed (e.g., high-risk road features, specific safety needs of relevant road users, public health approaches, analysis of the built environment, demographic, and structural issues, etc.). To the extent practical, the analysis should include all roadways within the jurisdiction, without regard for ownership. Based on the analysis performed, a geospatial identification of higher-risk locations is developed (a High-Injury Network or equivalent).
Engagement and Collaboration	Robust engagement with the public and relevant stakeholders, including the private sector and community groups, that allows for both community representation and feedback. Information received from engagement and collaboration is analyzed and incorporated into the Action Plan. Overlapping jurisdictions are included in the process. Plans and processes are coordinated and aligned with other governmental plans and planning processes to the extent practical.
Equity Considerations	Plan development using inclusive and representative processes. Underserved communities are identified through data and other analyses in collaboration with appropriate partners. <sup>8</sup> Analysis includes both population characteristics and initial equity impact assessments of the proposed projects and strategies.

<sup>8</sup> An underserved community as defined for this NOFO is consistent with the Office of Management and Budget’s Interim Guidance for the Justice40 Initiative (<https://www.whitehouse.gov/wp-content/uploads/2021/07/M-21-28.pdf>) and the Historically Disadvantaged Community designation, which includes U.S. Census tracts identified in this table **and mapping tool** <https://datahub.transportation.gov/stories/s/tsyd-k6ij> and <https://usdot.maps.arcgis.com/apps/dashboards/99f9268777ff4218867ceedfabe58a3a>; any Tribal land; or any territory or possession of the United States.

Component	Description
Policy and Process Changes	Assessment of current policies, plans, guidelines, and/or standards (e.g., manuals) to identify opportunities to improve how processes prioritize transportation safety. The Action Plan discusses implementation through the adoption of revised or new policies, guidelines, and/or standards, as appropriate.
Strategy and Project Selections	<p>Identification of a comprehensive set of projects and strategies, shaped by data, the best available evidence and noteworthy practices, as well as stakeholder input and equity considerations, that will address the safety problems described in the Action Plan. These strategies and countermeasures focus on a Safe System Approach, effective interventions, and consider multidisciplinary activities. To the extent practical, data limitations are identified and mitigated.</p> <p>Once identified, the list of projects and strategies is prioritized in a list that provides time ranges for when the strategies and countermeasures will be deployed (e.g., short-, mid-, and long-term timeframes). The list should include specific projects and strategies, or descriptions of programs of projects and strategies, and explains prioritization criteria used. The list should contain interventions focused on infrastructure, behavioral, and/or operational safety.</p>
Progress and Transparency	Method to measure progress over time after an Action Plan is developed or updated, including outcome data. Means to ensure ongoing transparency is established with residents and other relevant stakeholders. Must include, at a minimum, annual public and accessible reporting on progress toward reducing roadway fatalities and serious injuries, and public posting of the Action Plan online.

a) Supplemental Action Plan Activities:

Supplemental action plan activities support or enhance an existing Action Plan. To fund supplemental Action Plan activities through the SS4A program, an applicant must have an existing Action Plan, or a plan that is substantially similar and meets the eligibility requirements for having an existing plan. The

plan components may be contained within several documents. Table 2 in Section C is a Self-Certification Eligibility Worksheet with instructions to determine whether an existing plan meets the eligibility requirements. Supplemental action plan activities could include, but are not limited to: a second round of analysis; expanded data collection and evaluation using integrated data; testing action plan concepts before project and strategy implementation; feasibility studies using quick-build strategies that inform permanent projects in the future (e.g., paint, plastic bollards, etc.); follow-up stakeholder engagement and collaboration; targeted equity assessments; progress report development; and complementary planning efforts such as speed management plans, accessibility and transition plans, racial and health equity plans, and lighting management plans. Additional information on supplemental action plan activities is located at <https://www.transportation.gov/SS4A>.

Applicants that have an existing plan that is substantially similar to and meets the eligibility requirements of an Action Plan may alternatively choose to fund supplemental Action Plan activities through an application for an Implementation Grant rather than an Action Plan Grant. See Section A.2.ii below.

## ii. Implementation Grants

Implementation Grants fund projects and strategies identified in an Action Plan that address roadway safety problems. Implementation Grants may also fund associated planning and design and supplemental Action Plan activities in support of an existing Action Plan. DOT encourages Implementation Grant applicants to include supplemental Action Plan activities in their application to further improve and update existing plans. Applicants must have an existing Action Plan to apply for Implementation Grants or have an existing plan that is substantially similar and meets the eligibility requirements of an Action Plan. If applicants do not have an existing Action Plan, they should apply for Action Plan Grants and **NOT** Implementation Grants. The plan components may be contained within several documents. Table 2 in Section C is a Self-Certification Eligibility Worksheet with instructions to determine eligibility to apply for an Implementation Grant. Additional information on eligibility requirements and eligible activities is in Section C below.

## 3. SS4A Grant Priorities

This section discusses priorities specific to SS4A and those related to the Department's overall mission, which are reflected in the selection criteria and NOFO requirements. Successful grant applications will demonstrate engagement with a variety of public and private stakeholders and seek to adopt innovative technologies and strategies to:

- Promote safety;
- Employ low-cost, high-impact strategies that can improve safety over a wider geographic area;
- Ensure equitable investment in the safety needs of underserved communities, which includes both underserved urban and rural communities;
- Incorporate evidence-based projects and strategies; and
- Align with the Department's mission and with priorities such as equity, climate and sustainability, quality job creation, and economic strength and global competitiveness.

The Department seeks to award Action Plan Grants based on safety impact, equity, and other safety considerations. For Implementation Grants, DOT seeks to make awards to projects and strategies that



save lives and reduce roadway fatalities and serious injuries; incorporate equity, engagement, and collaboration into how projects and strategies are executed; use effective practices and strategies; consider climate change, sustainability, and economic competitiveness in project and strategy implementation; and will be able to complete the full scope of funded projects and strategies within five years after the establishment of a grant agreement. Section D provides more information on the specific measures an application should demonstrate to support these goals.

The SS4A grant program aligns with both Departmental and Biden-Harris Administration activities and priorities. The National Roadway Safety Strategy (NRSS, issued January 27, 2022) commits the Department to respond to the current crisis in roadway fatalities by “taking substantial, comprehensive action to significantly reduce serious and fatal injuries on the Nation’s roadways,” in pursuit of the goal of achieving zero roadway deaths.<sup>9</sup> DOT recognizes that zero is the only acceptable number of deaths on our roads, and achieving that is our long-term safety goal. The outcomes that are anticipated from the SS4A program also support the FY 2022-2026 DOT Strategic Plan and the accompanying safety performance goals such as a medium-term goal of a two-thirds reduction in roadway fatalities by 2040.<sup>10</sup>

As part of the NRSS, the Department adopted the Safe System Approach as a guiding principle to advance roadway safety. The Safe System Approach addresses the safety of all road users. It involves a paradigm shift to improve safety culture, increase collaboration across all safety stakeholders, and refocus transportation system design and operation on anticipating human mistakes and lessening impact forces to reduce crash severity and save lives. For more information on the Safe System Approach, see the NRSS.

DOT encourages communities to adopt and implement Complete Streets policies that prioritize the safety of all users in transportation network planning, design, construction, and operations.<sup>11</sup> A full transition to a Complete Streets design model requires leadership, identification and elimination of barriers, and development of new policies, rules, and procedures to prioritize safety. A Complete Street includes, but is not limited to: sidewalks, curb ramps, bike lanes (or wide paved shoulders), special bus lanes, accessible public transportation stops, safe and accommodating crossing options, median islands, pedestrian signals, curb extensions, narrower travel lanes, and roundabouts.<sup>12</sup> Recipients of Federal financial assistance are required to ensure the accessibility of pedestrian facilities in the public right-of-way. See Section F.2 of this NOFO for program requirements.

The NOFO aligns with and considers Departmental policy priorities that have a nexus to roadway safety and grant funding. As part of the Department’s implementation of Executive Order 14008, Tackling the Climate Crisis at Home and Abroad (86 FR 7619), the Department seeks to fund applications that, to the extent possible, target at least 40 percent of benefits towards low-income and underserved communities. DOT also seeks to award funds under the SS4A grant program that proactively address equity and barriers to opportunity, or redress prior inequities and barriers to opportunity. DOT supports the policies in Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (86 FR 7009), to pursue a comprehensive approach to advancing equity for all, including people of color, rural communities, and others who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality. An important area for DOT’s focus is the disproportionate, adverse safety impacts that affect certain groups

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<sup>9</sup> <https://www.transportation.gov/NRSS>

<sup>10</sup> <https://www.transportation.gov/dot-strategic-plan>

<sup>11</sup> Complete Streets are defined in the Definitions table at the beginning of the document.

<sup>12</sup> More information on Complete Streets can be found at <https://highways.dot.gov/complete-streets>

on our roadways, particularly people walking and biking in underserved communities. See Section F.2.i of this NOFO for equity-related program requirements.

As part of the United States' commitment to a whole-of-government approach to reaching net-zero emissions economy-wide by 2050 and a 50–52 percent reduction in emissions from 2005 levels by 2030, BIL and its associated transportation funding programs permit historic investments to improve the resilience of transportation infrastructure, helping States and communities prepare for hazards such as wildfires, floods, storms, and droughts exacerbated by climate change. DOT's goal is to encourage the advancement of projects and strategies that address climate change and sustainability. To enable this, the Department encourages applicants to consider climate change and sustainability throughout the planning and project development process, including the extent to which projects and strategies under the SS4A grant program align with the President's greenhouse gas reduction, climate resilience, and environmental justice commitments.

The Department intends to use the SS4A grant program to support the creation of good-paying jobs with the free and fair choice to join a union, and the incorporation of strong labor standards and workforce programs, in particular registered apprenticeships, joint labor-management programs, or other high-quality workforce training programs, including high-quality pre-apprenticeships tied to registered apprenticeships, in project planning stages and program delivery. Grant applications that incorporate such considerations support a strong economy and labor market.

Consistent with the Department's Rural Opportunities to Use Transportation for Economic Success (ROUTES) initiative, the Department seeks to award funding to rural applications that address disproportionately high fatality rates in rural communities. For applicants seeking to use innovative technologies and strategies, the Department's Innovation Principles serve as a guide to ensure innovations reduce deaths and serious injuries while committing to the highest standards of safety across technologies.<sup>13</sup>

## **B. Federal Award Information**

### **1. Total Funding Available**

The BIL established the SS4A program with \$5,000,000,000 in advanced appropriations in Division J, including \$1,000,000,000 for FY 2022. Therefore, this Notice makes available up to \$1 billion for FY 2022 grants under the SS4A program. Refer to Section D for greater detail on additional funding considerations and Section D.5 for funding restrictions.

### **2. Availability of Funds**

Grant funding obligation occurs when a selected applicant and DOT enter into a written grant agreement after the applicant has satisfied applicable administrative requirements. Unless authorized by DOT in writing after DOT's announcement of FY 2022 SS4A grant awards, any costs incurred prior to DOT's obligation of funds for activities ("pre-award costs") are ineligible for reimbursement. All FY 2022 SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds.

### **3. Award Size and Anticipated Quantity**

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<sup>13</sup> <https://www.transportation.gov/priorities/innovation/us-dot-innovation-principles>. Released January 6, 2022.

In FY 2022, DOT expects to award hundreds of Action Plan Grants, and up to one hundred Implementation Grants. The Department reserves the right to make more, or fewer, awards. DOT reserves the discretion to alter minimum and maximum award sizes upon receiving the full pool of applications and assessing the needs of the program in relation to the SS4A grant priorities in Section A.3.

i. Action Plan Grants

For Action Plan Grants, award amounts will be based on estimated costs, with an expected minimum of \$200,000 for all applicants, an expected maximum of \$1,000,000 for a political subdivision of a State or a federally recognized Tribal government, and an expected maximum of \$5,000,000 for a metropolitan planning organization (MPO) or a joint application comprised of a multijurisdictional group of entities that is regional in scope (e.g., a multijurisdictional group of counties, a council of governments and cities within the same region, etc.). The Department will consider applications with funding requests under the expected minimum award amount. DOT reserves the right to make Action Grant awards less than the total amount requested by the applicant.

Joint applications that engage multiple jurisdictions in the same region are encouraged, in order to ensure collaboration across multiple jurisdictions and leverage the expertise of agencies with established financial relationships with DOT and knowledge of Federal grant administration requirements. Applicants may propose development of a single Action Plan covering all jurisdictions, or several plans for individual jurisdictions, administered by the leading agency.

ii. Implementation Plan Grants

For Implementation Grants, DOT expects the minimum award will be \$5,000,000 and the maximum award will be \$30,000,000 for political subdivisions of a State. For applicants who are federally recognized Tribal governments or applicants in rural areas, DOT expects the minimum award will be \$3,000,000 and the maximum award will be \$30,000,000. For an MPO or a joint application comprised of a multijurisdictional group of entities that is regional in scope, the expected maximum award will be \$50,000,000. For the purposes of the SS4A grant program award size minimum, rural is defined as an area outside an Urbanized Area (UA) or located within a UA with a population of fewer than 200,000.<sup>14</sup> DOT reserves the right to make Implementation Grant awards less than the total amount requested by the applicant.

#### **4. Start Dates and Period of Performance**

DOT expects to obligate SS4A award funding via a signed grant agreement between the Department and the recipient, as flexibly and expeditiously as possible, within 12 months after awards have been announced. Applicants who have never received Federal funding from DOT before are encouraged to partner with eligible applicants within the same region, such as an MPO, that have established financial relationships with DOT and knowledge of Federal grant administration requirements. While States are not eligible applicants and cannot be a co-applicant, eligible applicants are encouraged to separately partner with States and other entities experienced with administering Federal grants, outside of the SS4A grant award process, to ensure effective administration of a grant award. The expected period of

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<sup>14</sup> Current lists of Urbanized Areas are available on the U.S. Census Bureau website at [http://www2.census.gov/geo/maps/dc10map/uauc\\_refimap/ua/](http://www2.census.gov/geo/maps/dc10map/uauc_refimap/ua/). For the purposes of the SS4A program, Urbanized Areas with populations fewer than 200,000 will be considered rural.

performance for Action Plan Grant agreements is between 12 and 24 months. The period of performance for Implementation Grant agreements may not exceed five years.

Because award recipients under this program may be first-time recipients of Federal funding, DOT is committed to implementing the program as flexibly as permitted by statute and to providing assistance to help award recipients through the process of securing a grant agreement and delivering both Action Plan activities and Implementation Grant projects and strategies.

## 5. Data Collection Requirements

Under the BIL, the Department shall post on a publicly available website best practices and lessons learned for preventing roadway fatalities and serious injuries pursuant to strategies or interventions implemented under SS4A. Additionally, DOT shall evaluate and incorporate, as appropriate, the effectiveness of strategies and interventions implemented under the SS4A grant program.<sup>15</sup> The Department intends to measure safety outcomes through a combination of grant agreement activities and data collections, DOT data collections already underway, and program evaluations separate from the individual grant agreements in accordance with Section F.3.iii. The grant data-collection requirements reflect the need to build evidence of noteworthy strategies and what works. The Department expects to use the data and outcome information collected as part of the SS4A in evaluations focused on before and after studies.

All award recipients shall submit a report that describes:

- The costs of each eligible project and strategy carried out using the grant;
- The roadway safety outcomes and any additional benefits (e.g., increased walking, biking, or transit use without a commensurate increase in crashes, etc.) that each such project and strategy has generated, as—
  - Identified in the grant application; and
  - Measured by data, to the maximum extent practicable; and
- The lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.

All recipients must provide aggregated annual crash data on serious injuries and fatalities for the duration of the period of performance for the jurisdiction or jurisdictions for which funds were awarded. These data will provide the information for metrics on changes in serious injuries and fatalities over time. Implementation Grant recipients must also provide crash data on serious injury and fatalities in the locations where projects and strategies are implemented, which are expected to include crash characteristics and contributing factor information associated with the safety problems being addressed. Data that measure outcomes for the specific safety problems addressed are required and could include, but are not limited to, aggregated information by road user, safety issue, and demographic characteristics such as race and gender. For Implementation Grants that undertake projects and strategies to foster applied research and experimentation to inform project and strategy effectiveness, additional data collection requirements will be negotiated with the applicant before a grant agreement is established. Federally recognized Tribal governments receiving grants may request alternative data collection

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<sup>15</sup> BIL specifically cites *Countermeasures That Work: A Highway Safety Countermeasure Guide for State Highway Safety Offices, Ninth Edition* or any successor document, but DOT also is to consider applied research focused on infrastructure and operational projects and strategies.

requirements during grant agreement formulation, as appropriate. This information will be gathered on a quarterly basis in a Performance Progress Report (SF-PPR).<sup>16</sup>

To fulfill the data collection requirements and in accordance with the U.S. DOT Public Access Plan, award recipients must consider, budget for, and implement appropriate data management, for data and information outputs acquired or generated during the course of the grant.<sup>17, 18</sup> Applicants are expected to account for data and performance reporting in their budget submission.

## C. Eligibility Information

### 1. Eligible Applicants

Eligible applicants for SS4A grants are (1) a metropolitan planning organization (MPO); (2) a political subdivision of a State or territory; (3) a federally recognized Tribal government; and (4) a multijurisdictional group of entities described in any of the aforementioned three types of entities. A multijurisdictional group of entities described in (4) should identify a lead applicant as the primary point of contact. For the purposes of this NOFO, a political subdivision of a State under (2), above, is defined as a unit of government under the authority of State law. This includes cities, towns, counties, special districts, and similar units of local government. A transit district, authority, or public benefit corporation is eligible if it was created under State law, including transit authorities operated by political subdivisions of a State. States are not eligible applicants, but DOT encourages applicants to coordinate with State entities, as appropriate.

Eligible MPOs, transit agencies, and multijurisdictional groups of entities with a regional scope are encouraged to support subdivisions of a State such as cities, towns, and counties with smaller populations within their region. The Department strongly encourages such joint applications for Action Plan Grants, and for applicants who have never received Federal funding and can jointly apply with entities experienced executing DOT grants.

An eligible applicant for Implementation Grants must also meet at least one of these conditions: (1) have ownership and/or maintenance responsibilities over a roadway network; (2) have safety responsibilities that affect roadways; or (3) have agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant's jurisdiction. For the purposes of this NOFO, an applicant's jurisdiction is defined as the U.S. Census tracts where the applicant operates or performs their safety responsibilities.

### 2. Cost Sharing or Matching

The Federal share of a SS4A grant may not exceed 80 percent of total eligible activity costs. Recipients are required to contribute a local matching share of no less than 20 percent of eligible activity costs. All matching funds must be from non-Federal sources. In accordance with 2 CFR § 200.306, grant recipients may use in-kind or cash contributions toward local match requirements so long as those contributions meet the requirements under 2 CFR § 200.306(b). Matching funds may include funding from the applicant, or other SS4A-eligible non-Federal sources partnering with the applicant, which could include, but is not limited to, funds from the State. Any in-kind contributions used to fulfill the cost-share requirement for Action Plan and Implementation Grants must be in accordance with the cost

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<sup>16</sup> <https://www.sbir.gov/sites/default/files/SF%20PPR.pdf>

<sup>17</sup> <https://doi.org/10.21949/1520559>

<sup>18</sup> United States. Department of Transportation. (2022) *DOT Public Access* [Home page]. <https://doi.org/10.21949/1503647>

principles in 2 CFR § 200 Subpart E; include documented evidence of completion within the period of performance; and support the execution of the eligible activities in Section C.4.

SS4A funds will reimburse recipients only after a grant agreement has been executed, allowable expenses are incurred, and valid requests for reimbursement are submitted. Grant agreements are expected to be administered on a reimbursement basis, and at the Department's discretion alternative funding arrangements may be established on a case-by-case basis.

### **3. Grant Eligibility Requirements**

If an applicant is eligible for both an Action Plan Grant and an Implementation Grant, the applicant may only apply for an Action Plan Grant **or** an Implementation Grant, not both. An eligible applicant may only submit one application to the funding opportunity. Action Plan Grant funding recipients are not precluded from applying for Implementation Grants in future funding rounds.

#### **i. Action Plan Grant Eligibility Requirements**

The Action Plan Grant eligibility requirements are contingent on whether an applicant is requesting funds to develop or complete an Action Plan, or if the applicant is requesting funds for supplemental action plan activities. Applicants may not apply to develop or complete an Action Plan **and** fund supplemental action plan activities in the current round of funding.

##### **a) Eligibility Requirements to Develop or Complete an Action Plan**

Any applicant that meets the eligibility requirements may apply for an Action Plan Grant to develop or complete an Action Plan. Applicants with an existing Action Plan may also apply to develop a new Action Plan.

##### **b) Eligibility Requirements for Supplemental Action Plan Activities**

Applicants for Action Plan Grants to fund supplemental action plan activities must either have an established Action Plan with all components described in Table 1 in Section A, or an existing plan that is substantially similar and meets the eligibility requirements. Table 2 below provides instructions to determine eligibility for applicants that have a substantially similar plan. The components required for an established plan to be substantially similar to an Action Plan may be found in multiple plans. State-level action plans (e.g., a Strategic Highway Safety Plan required in 23 U.S. Code (U.S.C.) § 148, State Highway Safety Plans required in 23 U.S.C. § 402, etc.) or Public Transportation Agency Safety Plans in 49 U.S.C. § 5329 cannot be used as an established plan. It is recommended that applicants include this eligibility worksheet as part of their narrative submission. If this Self-Certification Eligibility Worksheet is not used, applicants must describe how their established plan is substantially similar to an Action Plan as part of the Narrative, based on the criteria in Table 2 below.



**Table 2: Self-Certification Eligibility Worksheet**

**Worksheet instructions:** The purpose of the worksheet is to determine whether an applicant’s existing plan is substantially similar to an Action Plan, or not. For each question below, answer yes or no. For each yes, cite the specific page in your existing Action Plan or other plan/plans that corroborate your response, provide supporting documentation, or provide other evidence. Refer to Table 1 for further details on each component. *Note:* The term Action Plan is used in this worksheet; it covers either a stand-alone Action Plan or components of other plans that combined comprise an Action Plan.

**Instructions to affirm eligibility:** Based on the questions in this eligibility worksheet, an applicant is eligible to apply for an Action Plan Grant that funds supplemental action plan activities, or an Implementation Grant, if the following two conditions are met:

- Questions 3, 7, and 9 are answered “yes.” If Question 3, 7, or 9 is answered “no,” the plan is not substantially similar and ineligible to apply for Action Plan funds specifically for a supplemental action plan activity, nor an Implementation Grant.
- At least four of the six remaining Questions are answered “yes” (Questions 1, 2, 4, 5, 6, or 8).

If both conditions are met, an applicant has a substantially similar plan.

Question	Response, Document and Page Number
<p>1. Are both of the following true:</p> <ul style="list-style-type: none"> <li>• Did a high-ranking official and/or governing body in the jurisdiction publicly commit to an eventual goal of zero roadway fatalities and serious injuries?</li> <li>• Did the commitment include either setting a target date to reach zero, OR setting one or more targets to achieve significant declines in roadway fatalities and serious injuries by a specific date?</li> </ul>	
<p>2. To develop the Action Plan, was a committee, task force, implementation group, or similar body established and charged with the plan’s development, implementation, and monitoring?</p>	

Question	Response, Document and Page Number
<p>3. Does the Action Plan include all of the following?</p> <ul style="list-style-type: none"> <li>• Analysis of existing conditions and historical trends to baseline the level of crashes involving fatalities and serious injuries across a jurisdiction, locality, Tribe, or region;</li> <li>• Analysis of the location(s) where there are crashes, the severity, as well as contributing factors and crash types;</li> <li>• Analysis of systemic and specific safety needs is also performed, as needed (e.g., high risk road features, specific safety needs of relevant road users; and</li> <li>• A geospatial identification (geographic or locational data using maps) of higher risk locations.</li> </ul>	
<p>4. Did the Action Plan development include all of the following activities?</p> <ul style="list-style-type: none"> <li>• Engagement with the public and relevant stakeholders, including the private sector and community groups;</li> <li>• Incorporation of information received from the engagement and collaboration into the plan; and</li> <li>• Coordination that included inter- and intra- governmental cooperation and collaboration, as appropriate.</li> </ul>	
<p>5. Did the Action Plan development include all of the following?</p> <ul style="list-style-type: none"> <li>• Considerations of equity using inclusive and representative processes;</li> <li>• The identification of underserved communities through data; and</li> <li>• Equity analysis, in collaboration with appropriate partners, focused on initial equity impact assessments of the proposed projects and strategies, and population characteristics.</li> </ul>	



Question	Response, Document and Page Number
<p>6. Are both of the following true?</p> <ul style="list-style-type: none"> <li>• The plan development included an assessment of current policies, plans, guidelines, and/or standards to identify opportunities to improve how processes prioritize safety; and</li> <li>• The plan discusses implementation through the adoption of revised or new policies, guidelines, and/or standards.</li> </ul>	
<p>7. Does the plan identify a comprehensive set of projects and strategies to address the safety problems identified in the Action Plan, time ranges when the strategies and projects will be deployed, and explain project prioritization criteria?</p>	
<p>8. Does the plan include all of the following?</p> <ul style="list-style-type: none"> <li>• A description of how progress will be measured over time that includes, at a minimum, outcome data</li> <li>• The plan is posted publicly online.</li> </ul>	
<p>9. Was the plan finalized and/or last updated between 2017 and 2022?</p>	

ii. Implementation Grant Eligibility Requirements

To apply for an Implementation Grant, the applicant must certify that they have an existing plan which is substantially similar to an Action Plan. The plan or plans should be uploaded as an attachment to your application. Use Table 2, Self-Certification Eligibility Worksheet, from the previous section to determine eligibility. The existing plan must be focused, at least in part, on the roadway network within the applicant’s jurisdiction. The components required for an existing plan to be substantially similar to an Action Plan may be found in multiple plans. State-level action plans (e.g., a Strategic Highway Safety Plan required in 23 U.S.C. § 148, State Highway Safety Plans required in 23 U.S.C. § 402, Commercial Vehicle Safety Plans required in 49 U.S.C. § 31102, etc.) as well as Public Transportation Agency Safety Plans in 49 U.S.C. § 5329 cannot be used as an established plan to apply for an Implementation Grant.

#### 4. Eligible Activities and Costs

##### i. Eligible Activities

Broadly, eligible activity costs must comply with the cost principles set forth in with 2 CFR, Subpart E (i.e., 2 CFR § 200.403 and § 200.405). DOT reserves the right to make cost eligibility determinations on a case-by-case basis. Eligible activities for grant funding include the following three elements:

- (A) developing a comprehensive safety action plan or Action Plan (i.e., the activities outlined in Section A.2.i in Table 1 and the list of supplemental Action Plan activities);
- (B) conducting planning, design, and development activities for projects and strategies identified in an Action Plan; and
- (C) carrying out projects and strategies identified in an Action Plan.

For Action Plan Grants, eligible activities and costs only include those that directly assist in the development of the Action Plan, element (A), and/or supplemental action plan activities in support of an existing Action Plan or plans.

For Implementation Grants, activities *must* include element (C) “carrying out projects and strategies identified in an Action Plan,” and *may* include element (B) “conducting planning, design, and development activities for projects and strategies identified in an Action Plan” and/or element (A) “supplemental action plan activities in support of an existing Action Plan.” Projects and strategies identified in element (C) must be either infrastructure, behavioral, or operational activities identified in the Action Plan, and must be directly related to addressing the safety problem(s) identified in the application and Action Plan. Examples of eligible Implementation Grant activities are listed on the SS4A website located at [www.transportation.gov/SS4A](http://www.transportation.gov/SS4A). The following activities are **not** eligible for element (C) “projects and strategies” funding:

- Projects and strategies whose primary purpose is not roadway safety.
- Projects and strategies exclusively focused on non-roadway modes of transportation, including air, rail, marine, and pipeline. Roadway intersections with other modes of transportation (e.g., at-grade highway rail crossings, etc.) are eligible activities.
- Capital projects to construct new roadways used for motor vehicles. New roadways exclusively for non-motorists is an eligible activity if the primary purpose is safety-related.
- Infrastructure projects primarily intended to expand capacity to improve Levels of Service for motorists on an existing roadway, such as the creation of additional lanes.
- Maintenance activities for an existing roadway primarily to maintain a state of good repair. However, roadway modifications on an existing roadway in support of specific safety-related projects identified in an Action Plan are eligible activities.
- Development or implementation of a public transportation agency safety plan (PTASP) required by 49 U.S.C. § 5329. However, a PTASP that identifies and addresses risks to pedestrians, bicyclists, personal conveyance and micromobility users, transit riders, and others may inform Action Plan development.

All projects and strategies must have equity—the consistent, fair, just, and impartial treatment of all people—at their foundation. This includes traffic enforcement strategies. As part of the Safe System Approach adopted in the USDOT’s National Roadway Safety Strategy, any activities related to compliance or enforcement efforts to make our roads safer should affirmatively improve equity outcomes as part of a comprehensive approach to achieve zero roadway fatalities and serious injuries. The SS4A program can be used to support safety projects and strategies that address serious safety violations of drivers (e.g., speeding, alcohol and drug-impaired driving, etc.), so long as the proposed strategies are data-driven and demonstrate a process in alignment with goals around community policing and in accordance with Federal civil rights laws and regulations.<sup>19</sup>

Funds may not be used, either directly or indirectly, to support or oppose union organizing.

ii. Project and Strategy Location

For Implementation Grants, applications must identify the problems to be addressed, the relevant geographic locations, and the projects and strategies they plan to implement, based on their Action Plan or established plan. This should include specific intervention types to the extent practicable. To provide flexibility in the implementation of projects and strategies that involve systemic safety strategies or bundling of similar countermeasures, an applicant may wait to specify specific site locations and designs for the projects and strategies as part of executing the grant agreement, if necessary, upon approval of the Department and so long as the identified site locations and designs remain consistent with the intent of the award.

**D. Application and Submission Information**

**1. Address to Request Application Package**

All grant application materials can be accessed at [grants.gov](https://grants.gov). Applicants must submit their applications via [grants.gov](https://grants.gov) under the Notice of Funding Opportunity Number cited herein. Potential applicants may also request paper copies of materials at:

Telephone: (202)-366-4114  
Mail: U.S. Department of Transportation  
1200 New Jersey Avenue SE  
W84-322  
Washington, DC 20590

**2. Content and Form of Application Submission**

The Action Plan Grant and Implementation Grant have different application submission and supporting document requirements.

i. Action Plan Grant Application Submissions

All Action Plan Grant applications must submit the following Standard Forms (SFs):

- Application for Federal Assistance (SF-424)
- Budget Information for Non-Construction Programs (SF-424A)

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<sup>19</sup> For one such example see <https://cops.usdoj.gov/RIC/Publications/cops-p157-pub.pdf>

- Assurances for Non-Construction Programs (SF-424B)
- Disclosure of Lobbying Activities (SF-LLL)

In addition to the SFs above, the applicant must provide: a) Key Information; b) Narrative; c) Self-Certification Eligibility Worksheet, if applying for action plan supplemental activities; d) Map; and e) Budget. While it is not required to conform to the recommended templates below, it is strongly encouraged to provide the information using the specific structure provided in this NOFO.

a) Key Information Table

Lead Applicant	
If Multijurisdictional, additional eligible entities jointly applying	
Total jurisdiction population	
Count of motor-vehicle-involved roadway fatalities from 2016 to 2020	
Fatality rate <b><u>per 100,000 persons</u></b>	
<b><u>Action Plan Type</u></b>	<b><u>New Action Plan</u></b> <b><u>Complete Action Plan</u></b> <b><u>Supplemental Planning Activities</u></b>
Population in Underserved Communities	
States(s) in which projects and strategies are located	
Costs by State (if project spans more than one State)	

Instructions for a):

- The lead applicant is the primary jurisdiction, and the lead eligible entity applying for the grant.
- If the application is multijurisdictional, list additional eligible entities within the multijurisdictional group of entities. If a single applicant, mark as not applicable.
- Total jurisdiction population is based on ~~2020~~ **2019** U.S. Census **American Community Survey (ACS)** data and includes the total population of all Census tracts where the applicant operates or performs their safety responsibilities. <sup>20</sup>

<sup>20</sup> <https://www.census.gov/acs/www/data/data-tables-and-tools/data-profiles/2019/>

- The count of roadway fatalities from 2016 to 2020 in the jurisdiction based on DOT’s Fatality Analysis Reporting System (FARS) data, an alternative traffic fatality dataset, or a comparable data set with roadway fatality information.<sup>21</sup> This should be a number. Cite the source, if using a dataset different from FARS, with a link to the data if publicly available.
- The fatality rate, calculated using ~~the~~ **a 5-year annual** average from the total count of fatalities from 2016 to 2020 based on FARS data, an alternative traffic fatality dataset, or a comparable data set with roadway fatality information, which is divided by the population of the applicant’s jurisdiction based on ~~2020~~ **2019 U.S. Census ACS** population data. **The rate should be normalized to per 100,000 persons.**
- Check one of the three available boxes to the right of the column with the three Action Plan types: new Action Plan; Action Plan completion; or supplemental action plan activities.
- The population in underserved communities should be a percentage obtained by dividing the population living in Census tracts with an Underserved Community designation divided by the total population living in the jurisdiction. For multi-jurisdictional groups, provide this information **in aggregate as well as** for each jurisdiction in the group. **The population must be based on 2019 ACS data.**
- Note the State(s) of the applicants. If a federally recognized Tribal government, mark as not applicable.
- Allocate funding request amounts by State based on where the funds are expected to be spent. If the projects and strategies are located in only one State, put the full funding request amount.

b) Narrative

In narrative form, the applicant should respond to the Action Plan Grant selection criteria described in Section E.1.i to affirm whether the applicant has considered certain activities that will enhance the implementation of an Action Plan once developed or updated. The narrative must be no longer than 300 words.

b) Self-Certification Eligibility Worksheet

If applying for Action Plan Grant funding supplemental action plan activities, attach the filled out Table 2 Self-Certification Eligibility Worksheet. If applying to develop or complete an Action Plan, do not include Table 2.

c) Map

The applicant must submit a map that shows the location of the jurisdiction and highlights the roadway network under the applicant’s jurisdiction. The permissible formats include: map web link (e.g., Google, Bing, etc.), PDF, image file, vector file, or shapefile.

d) Budget

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<sup>21</sup> <https://www.nhtsa.gov/research-data/fatality-analysis-reporting-system-fars>. To query the FARS data see <https://cdan.dot.gov/query>. To query the FARS data see <https://cdan.dot.gov/query>. For the Census data visit <https://www.census.gov/programs-surveys/decennial-census/about/rdo/summary-files.html>

Applicants are required to provide a brief budget summary and a high-level overview of estimated activity costs, as organized by all major cost elements. The budget only includes costs associated with the eligible activity (A) developing a comprehensive safety action plan and may include supplemental action plan activities. Funding sources should be grouped into two categories: SS4A Funding Federal share, and non-Federal share funds. The costs or value of in-kind matches should also be provided. This budget should not include any previously incurred expenses, or costs to be incurred before the time of award. DOT requires applicants use SF-424A to provide this information.

ii. Implementation Grant Application Submissions

Implementation Grant applications must submit the following Standard Forms (SFs):

- Application for Federal Assistance (SF-424)
- Budget Information for Construction Programs (SF-424C)
- Assurances for Construction Programs (SF-424D)
- Disclosure of Lobbying Activities (SF-LLL)

In addition to the SFs above, the applicant must provide: a) Key Information; b) Narrative; c) Self-Certification Eligibility Worksheet; and d) Budget. While it is not required to conform to the recommended template in the Key Information Table below, it is strongly encouraged to provide the information using the specific structure provided in this NOFO.

a) Key Information Table

Application Name	
Lead Applicant	
If Multijurisdictional, additional eligible entities jointly applying	
Roadway safety responsibility	<p>Ownership and/or maintenance responsibilities over a roadway network</p> <p>Safety responsibilities that affect roadways</p> <p>Have an agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant's jurisdiction</p>
Population in Underserved Communities	

Key Information Table

States(s) in which activities are located	
Costs by State	
Funds to Underserved Communities	
Cost total for eligible activity (A) supplemental action plan activities in support of an existing Action Plan	
Cost total for eligible activity (B) conducting planning, design, and development activities for projects and strategies identified in an Action Plan	
Cost total for eligible activity (C) carrying out projects and strategies identified in an Action Plan	
Action Plan or Established Plan Link	

Instructions for a)

- Provide a grant application name to accompany the grant application.
- The lead applicant is the primary jurisdiction, and the lead eligible entity applying for the grant.
- If the application is multijurisdictional, list additional eligible entities within the multijurisdictional group of entities. If a single applicant, leave blank.
- The roadway safety responsibility response should check one of the three answers to meet eligibility conditions.
- The population in Underserved Community Census Tracts should be a percentage number obtained by dividing the population living in Underserved Community Census tracts within the jurisdiction divided by the total population living in the jurisdiction. **The population must be based on 2019 ACS data.**<sup>22</sup>
- Identify State(s) in which the applicant is located in. If a federally recognized Tribal government, leave blank.
- The total amount of funds to underserved communities is the amount of spent in, and provide safety benefits to, locations in census tracts designated as underserved communities.
- For each State, allocate funding request amounts divided up by State based on where the funds are expected to be spent. If the applicant is located in only one State, put the full funding request amount only.
- Provide a weblink to the plan that serves as the Action Plan or established plan that is substantially similar. This may be attached as a supporting PDF document instead; if so please write “See Supporting Documents.”

b) Narrative

The Department recommends that the narrative follows the outline below to address the program requirements and assist evaluators in locating relevant information. The narrative may not exceed 10 pages in length, excluding cover pages and the table of contents. Key information, the Self-Certification Eligibility Worksheet, and Budget sections do not count towards the 10-page limit. Appendices may include documents supporting assertions or conclusions made in the 10-page narrative and also do not count towards the 10-page limit. If possible, website links to supporting documentation should be provided rather than copies of these supporting materials. If supporting documents are submitted, applicants should clearly identify within the narrative the relevance of each supporting document.

I. Overview	See D.2.ii.b.I
II. Location	See D.2.ii.b.II
III. Response to Selection Criteria	See D.2.ii.b.III and Section E.1.ii
IV. Project Readiness	See D.2.ii.b.IV

<sup>22</sup> Use <https://us.dot.maps.arcgis.com/apps/dashboards/99f926877ff4218867ceedfab58a3a> to calculate the percentage of population in underserved community. Census data can be found at <https://www.census.gov/acs/www/data/data-tables-and-tools/data-profiles/2019/>



## I. Overview

This section should provide an introduction, describe the safety context, jurisdiction, and any high-level background information that would be useful to understand the rest of the application.

## II. Location

This section of the application should describe the jurisdiction's location, the jurisdiction's High-Injury Network or equivalent geospatial identification (geographic or locational data using maps) of higher risk locations, and potential locations and corridors of the projects and strategies. Note that the applicant is not required to provide exact locations for each project or strategy; rather, the application should identify which geographic locations are under consideration for projects and strategies to be implemented and what analysis will be used in a final determination.

## III. Response to Selection Criteria

This section should respond to the criteria for evaluation and selection in Section E.1.ii of this Notice and include compelling narrative to highlight how the application aligns with criteria #1 Safety Impact; #2 Equity, Engagement, and Collaboration; #3 Effective Practices and Strategies; and #4 Climate Change and Sustainability, and Economic Competitiveness. Note, criterion #1 Safety Impact assesses "implementation cost" information, which will be described in SF-424C and the d) Budget of the narrative and does not need to be duplicated in this portion of the narrative.

The applicant must respond to each of the four criteria. Applicants are not required to follow a specific format, but the organization provided, which addresses each criterion separately, promotes a clear discussion that assists evaluators. To minimize redundant information in the application, the Department encourages applicants to cross-reference from this section of their application to relevant substantive information in other sections of the application. To the extent practical, DOT encourages applicants to use and reference existing content from their Action Plan/established plan(s) to demonstrate their comprehensive, evidence-based approach to improving safety.

## IV. Project Readiness

The applicant must provide information to demonstrate the applicant's ability to substantially execute and complete the full scope of work in the application proposal within five years of when the grant is executed, with a particular focus on design and construction, as well as environmental, permitting, and approval processes. Applicants should indicate if they will be seeking permission to use roadway design standards that are different from those generally applied by the State in which the project is located. As part of this portion of the narrative, the applicant must include a detailed activity schedule that identifies all major project and strategy milestones. Examples of such milestones include: State and local planning approvals; start and completion of National Environmental Policy Act and other Federal environmental reviews and approvals including permitting; design completion; right of way acquisition; approval of plans, specifications, and estimates; procurement; State and local approvals; public involvement; partnership and implementation agreements; and construction. Environmental review documentation should describe in detail known project impacts, and possible mitigation for those impacts. When a project results in impacts, it is expected an award recipient will take steps to engage the public. For additional guidance and resources, visit [www.transportation.gov/SS4A](http://www.transportation.gov/SS4A).

c) Self-Certification Eligibility Worksheet

Attach a completed Table 2: Self-Certification Eligibility Worksheet.

d) Budget

This section of the application should describe the budget for the SS4A proposal. Applicants are required to provide a brief budget summary and provide a high-level overview of estimated activity costs, as organized by all major cost elements. The budget should provide itemized estimates of the costs of the proposed projects and strategies at the individual component level. This includes capital costs for infrastructure safety improvements and costs associated with behavioral and operational safety projects and strategies. The section should also distinguish between the three eligible activity areas: (A) supplementing action plan activities in support of an existing Action Plan; (B) conducting planning, design, and development activities for projects and strategies identified in an Action Plan; and (C) carrying out projects and strategies identified in an Action Plan.

Funding sources should be grouped into two categories: SS4A funding Federal share, and non-Federal share funds. Estimated costs or value of in-kind matches should also be provided. The budget should show how each source of funds will be spent. This budget should not include any previously incurred expenses, or costs to be incurred before the time of award and obligation because these expenses are not eligible for reimbursement or cost-sharing. If non-Federal share funds or in-kind contributions are from entities who are not the applicant, include commitment letters or evidence of allocated cost share as a supporting document. DOT requires applicants use form SF-424C, and the applicant must also provide the information in Table 3 below.

**Table 3: Supplemental Estimated Budget**

<b>Subtotal Budget for (A) supplemental action plan activities;</b>	<b>\$0.00</b>
<b>Itemized Estimated Costs of the (A) supplemental action plan activities</b>	
<b>Item #1</b>	<b>\$0.00</b>
<b>Item #2</b>	<b>\$0.00</b>
<b>Subtotal Budget for (B) conducting planning, design, and development activities</b>	<b>\$0.00</b>
<b>Itemized Estimated Costs of the (B) planning, design, and development activities</b>	
<b>Item #1</b>	<b>\$0.00</b>
<b>Item #2</b>	<b>\$0.00</b>
<b>Item #3</b>	<b>\$0.00</b>
<b>Subtotal Budget for (C) carrying out projects and strategies</b>	<b>\$0.00</b>

<b>Itemized Estimated Costs of the (C) proposed projects and strategies</b>	
<b>Item #1</b>	<b>\$0.00</b>
<b>Item #2</b>	<b>\$0.00</b>
<b>Item #3</b>	<b>\$0.00</b>
<b>Item #4</b>	<b>\$0.00</b>
<b>Subtotal Funds to Underserved Communities</b>	<b>\$0.00</b>

### **3. Unique Entity Identifier and System for Award Management (SAM)**

Each applicant is required to: (i) be registered in SAM (<https://sam.gov/content/home>) before submitting its application; (ii) provide a valid unique entity identifier in its application; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. DOT may not make a Federal award to an applicant until the applicant has complied with all applicable unique entity identifier and SAM requirements and, if an applicant has not fully complied with the requirements by the time DOT is ready to make an award, DOT may determine that the applicant is not qualified to receive an award and use that determination as a basis for making an award to another applicant.

### **4. Submission Dates and Times**

Applications must be submitted by 5:00 PM EDT on Thursday, September 15, 2022.

### **5. Funding Restrictions**

Per BIL requirements, not more than 15 percent of the funds made available to carry out the SS4A program in FY22 may be awarded to eligible applicants in a single State.<sup>23</sup> In addition, 40 percent of the total FY22 funds made available must be for developing and updating a comprehensive safety action plan, or supplemental action plan activities.

### **6. Other Submission Requirements**

The format of the Section D.2 application submission should be in PDF format, with font size no less than 12-point Times New Roman, margins a minimum of 1 inch on all sides, and include page numbers.

The complete application must be submitted via [grants.gov](https://grants.gov). In the event of system problems or the applicant experiences technical difficulties, contact [grants.gov](https://grants.gov) technical support via telephone at 1-800-518-4726 or email at [support@grants.gov](mailto:support@grants.gov).

<sup>23</sup> Funding for Tribal lands will be treated as their own State and will not count toward a State's 15% limit.

## E. Application Review Information

### 1. Selection Criteria

This section specifies the criteria DOT will use to evaluate and select applications for SS4A grant awards. The Department will review merit criteria for all applications. Each of the two grant types to be made available through the SS4A grant program, Action Plan Grant and Implementation Grant, will have its own set of application review and selection criteria.

#### i. Action Plan Grant Selection Criteria

For Action Plan Grants, the Department will use three evaluation criteria. The Department will evaluate quantitative data in two selection criteria areas: #1 Safety Impact; and #2 Equity. The Department will also assess the narrative for #3 Additional Safety Considerations. Costs will also be considered.

**Selection Criterion #1: Safety Impact.** The activities are in jurisdictions that will likely support a significant reduction or elimination of roadway fatalities and serious injuries involving various road users, including pedestrians, bicyclists, public transportation users, personal conveyance and micromobility users, motorists, and commercial operators, within the timeframe proposed by the applicant. The Department will assess safety impact using two quantitative ratings:

- The count of roadway fatalities from 2016 to 2020 based on DOT's FARS data, an alternative traffic crash dataset, or a comparable data set with roadway fatality information.<sup>24</sup>
- The fatality rate, which is calculating using ~~the~~ **5-year annual** average from the total count of fatalities from 2016 to 2020 (based on FARS data or an alternative traffic crash dataset) divided by the ~~2020~~ **2019** population of the applicant's jurisdiction based on ~~2020~~ **2019 ACS data** ~~U.S. Census population data~~. **The rate should be normalized to per 100,000 persons.**

**Selection Criterion #2: Equity.** The activities will ensure equitable investment in the safety needs of underserved communities in preventing roadway fatalities and injuries, including rural communities. The Department will assess the equity criterion using one quantitative rating:

- The percentage of the population in the applicant's jurisdiction that resides in an Underserved Community Census tract.<sup>25</sup> Population of a Census tract, either a tract that is Underserved Community or not, must be based on ~~2020~~ **2019 ACS data** ~~U.S. Census population data~~.

**Selection Criterion #3: Additional Safety Considerations.** The Department will assess whether the applicant has considered any of the following in the development of the Action Plan:

- Employ low-cost, high-impact strategies that can improve safety over a wider geographical area;
- Engage with a variety of public and private stakeholders (e.g., inclusive community engagement, community benefit agreements, etc.);
- Seek to adopt innovative technologies or strategies to promote safety and equity; and

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<sup>24</sup> <https://cdan.dot.gov/query>

<sup>25</sup> <https://usdot.maps.arcgis.com/apps/dashboards/d6f90dfee8b44525b04e7ee748a3674a>  
<https://usdot.maps.arcgis.com/apps/dashboards/99f926877ff4218867ceedfabe58a3a>

- Include evidence-based projects or strategies.

The applicant must address these considerations in narrative form.

### **Additional Consideration: Budget Costs**

The Department will assess the extent to which the budget and costs to perform the activities required to execute the Action Plan Grant are reasonable based on 2 CFR § 200.404.

#### ii. Implementation Grant Selection Criteria

Implementation Grants have four merit criteria: #1 Safety Impact; #2 Equity, Engagement, and Collaboration; #3 Effective Practices and Strategies; and #4 Climate Change and Economic Competitiveness. Two additional considerations will also be used in the selection process: Project Readiness, and Funds to Underserved Communities. The response to each criterion, to the extent practicable, should be aligned with the applicant's Action Plan. Below describes the specific content the applicant should respond to for each of these criteria.

**Selection Criterion #1: Safety Impact.** DOT will assess whether the proposal is likely to: significantly reduce or eliminate roadway fatalities and serious injuries; employ low-cost, high-impact strategies over a wide geographic area; and include evidence-based projects and strategies. Safety impact is the most important criterion and will be weighed more heavily in the review and selection process. The Department will assess the applicant's description of the safety problem, safety impact assessment, and costs as part of the Safety Impact criterion:

- Description of the safety problem. DOT will assess the extent to which:
  - The safety problem is described, including historical trends, fatal and serious injury crash locations, contributing factors, and crash types by category of road user.
  - Crashes and/or crash risk are displayed in a High-Injury Network, hot spot analysis, or similar geospatial risk visualization.
  - Safety risk is summarized from risk models, hazard analysis, the identification of high-risk roadway features, road safety audits/assessments, and/or other proactive safety analyses.
- Safety impact assessment. DOT will assess the extent to which projects and strategies:
  - Align with and address the identified safety problems.
  - Are supported by evidence to significantly reduce or eliminate roadway fatalities and serious injuries involving various road users, including pedestrians, bicyclists, public transportation users, personal conveyance and micromobility users, motorists, and commercial vehicle operators.
  - Use low-cost, high-impact strategies and projects that can improve safety over a wider geographical area.
  - Measure safety impact through models, studies, reports, proven noteworthy practices, Crash Modification Factors (CMF), and other information on project and strategy effectiveness.
  - Include a multi-disciplinary, systemic approach that relies on redundancies to reduce safety risks.
  - Will have safety benefits that persist over time.

- Implementation Costs. DOT will assess the extent to which projects and strategies are itemized and summarized, including capital costs for infrastructure, behavioral, and operational safety improvements.

**Selection Criterion #2: Equity, Engagement, and Collaboration.** This criterion supports the legislative requirements to assess the extent to which the application ensures the equitable investment in the safety needs of underserved communities, and demonstrates engagement with a variety of public and private stakeholders. The response to this criterion should focus on equity, engagement, and collaboration in relation to the implementation of the projects and strategies. DOT will assess the extent to which projects and strategies:

- Ensure equitable investment in underserved communities in preventing roadway fatalities and serious injuries, including rural communities.
- Are designed to decrease existing disparities identified through equity analysis.
- Consider key population groups (e.g., people in underserved communities, children, seniors, Black, Latino, Indigenous and Native Americans, Asian Americans and Pacific Islanders, other persons of color, persons with disabilities, persons who live in rural areas, and persons otherwise adversely affected by persistent poverty or inequality) to ensure the impact to these groups is understood and addressed.
- Include equity analysis, both quantitative and qualitative, and stakeholder engagement in underserved communities as part of the development and implementation process.
- Include meaningful engagement with the public, including public involvement for underserved communities, community benefit agreements, and relevant stakeholders such as private sector and community groups, as part of implementation.
- Leverage partnerships within their jurisdiction, with other government entities, non-governmental organizations, the private sector, academic institutions, and/or other relevant stakeholders to achieve safety benefits while preventing unintended consequences for persons living in the jurisdiction.
- Inform representatives from areas impacted on implementation progress and meaningfully engage over time to evaluate the impact of projects and strategies on persons living in the jurisdiction.
- Align with the equity analysis performed as part of the development of an existing Action Plan.

**Selection Criterion #3: Effective Practices and Strategies.** DOT will assess the extent to which the application employs low-cost, high-impact strategies that can improve safety over a wide geographical area, includes evidence-based projects or strategies that improve safety, and seeks to adopt innovative technologies or strategies to promote safety and equity. The response to this criterion needs to address, at a minimum, one of the four effective practices and strategies from the list below, which includes: create a safer community; Safe System Approach; Complete Streets; and innovative practices and technologies. If the applicant responds to more than one of the four options, the option that is rated highest in the review process will be used for the rating of this criterion.

- Create a safer community. DOT will assess the extent to which the projects and strategies:
  - Establish basic, evidence-based roadway safety infrastructure features, including but not limited to sidewalks and separated bicycle lanes.

- Improve safety for all road users along a roadway network using proposed Public-Rights-of-Way Accessibility Guidelines (PROWAG).<sup>26</sup>
  - Use evidence-based, proven, and effective safety countermeasures to significantly improve existing roadways.<sup>27</sup>
  - Use evidence-based Countermeasures that Work with four or five stars to address persistent behavioral safety issues and consider equity in their implementation.<sup>28</sup>
  - Apply systemic safety practices that involve widely implemented improvements based on high-risk roadway features correlated with particular severe crash types.
- Safe System Approach. DOT will assess the extent to which the projects and strategies:
    - Encompass at least two of the five safety elements in the National Roadway Safety Strategy (Safer People, Safer Roads, Safer Speeds, Safer Vehicles, and Post-Crash Care). This may include a mix of infrastructure, behavioral, and operational safety projects and strategies.
    - Create a transportation system that accounts for and mitigates human mistakes.
    - Incorporate data-driven design features that are human-centric, limit kinetic energy, and are selected based on the physical limits of people's crash tolerances before injury or death occurs.
    - Support actions and activities identified in the Department's National Roadway Safety Strategy that are evidence-based.
- Complete Streets. DOT will assess the extent to which the projects and strategies:
    - Account for the safety of all road users in their implementation through evidence-based activities.
    - Are supported by an existing Complete Streets Policy that prioritizes safety in standard agency procedures and guidance or other roadway safety policies that have eliminated barriers to prioritizing the safety of all users, or includes supplemental planning activities to achieve this. Consider the management of the right of way using a data-driven approach (e.g., delivery access, features that promote biking and micromobility, electric vehicle charging infrastructure, etc.).
    - Improve accessibility and multimodal networks for people outside of a motor vehicle, including people who are walking, biking, rolling, public transit users, and have disabilities.
    - Incorporate the proposed PROWAG, and any actions in an established the American with Disabilities Act Transition Plan to correct barriers to individuals with disabilities.
- Innovative practices and technologies. DOT will assess the extent to which the projects and strategies:
    - Incorporate practices that promote efficiency within the planning and road management lifecycle (e.g., dig once, etc.).
    - Integrate additional data beyond roadway and crash information to inform implementation and location, such as data on the built environment.

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<sup>26</sup> <https://www.access-board.gov/prowag/>

<sup>27</sup> <https://safety.fhwa.dot.gov/provencountermeasures/>

<sup>28</sup> [https://www.nhtsa.gov/sites/nhtsa.gov/files/2021-09/Countermeasures-10th\\_080621\\_v5\\_tag.pdf](https://www.nhtsa.gov/sites/nhtsa.gov/files/2021-09/Countermeasures-10th_080621_v5_tag.pdf)



- Foster applied, data-driven research and experimentation to inform project and strategy effectiveness, including but not limited to participation in a sanctioned Manual on Uniform Traffic Control Devices experimentation, research to inform Proven Safety Countermeasures or Countermeasures that Work, and/or research that measures the effectiveness of multidisciplinary activities.
- Adopt innovative technologies or practices to promote safety and equity. These could include infrastructure, behavioral, operational, or vehicular safety-focused approaches.

**Selection Criterion #4:** Climate Change and Sustainability, and Economic Competitiveness. This program's focus on equity and safety are also advanced by considerations of how applications address climate and sustainability considerations, as well as whether applications support economic competitiveness. DOT will assess the extent to which the projects and strategies use safety strategies to support the Departmental strategic goals of climate change and sustainability, and economic strength and global competitiveness, and the extent to which the proposal is expected to:

- Reduce motor vehicle-related pollution such as air pollution and greenhouse gas emissions.
- Increase safety of lower-carbon travel modes such as transit and active transportation.
- Incorporate lower-carbon pavement and construction materials.
- Support fiscally responsible land use and transportation efficient design that reduces greenhouse gas emissions.
- Includes storm water management practices and incorporates other climate resilience measures or feature, including but not limited to nature-based solutions that improve built and/or natural environment while enhancing resilience.
- Lead to increased economic or business activity due to enhanced safety features for all road users.
- Increase mobility and expand connectivity for all road users to jobs and business opportunities, including people in underserved communities.
- Improve multimodal transportation systems that incorporate affordable transportation options such as public transit and micromobility.
- Demonstrate a plan or credible planning activities and project delivery actions to advance quality jobs, workforce programs, including partnerships with labor unions, training providers, education institutions, and hiring policies that promote workforce inclusion.
- Result in high-quality job creation by supporting good-paying jobs with a free and fair choice to join a union, incorporate strong labor standards (e.g., wages and benefits at or above prevailing; use of project labor agreements, registered apprenticeship programs, pre-apprenticeships tied to registered apprenticeships, etc.), and/or provide workforce opportunities for historically underrepresented groups (e.g., workforce development program, etc.).

**Additional Consideration: Project Readiness**

Applications rated as “Highly Recommended” or “Recommended” based on the selection Criteria 1 through 4 will be reviewed for Project Readiness, which will be a consideration for application selection. Project Readiness focuses on the extent to which the applicant will be able to substantially execute and complete the full scope of work in the Implementation Grant application within five (5) years of when the grant is executed. This includes information related to required design and construction standards, as well



as environmental, permitting, and approval processes. DOT will evaluate the extent to which the application:

- Documents all applicable local, State, and Federal requirements.
- Includes information on activity schedule, required permits and approvals, the National Environmental Policy Act (NEPA) class of action and status, State Transportation Improvement Program (STIP) and Transportation Improvement Program (TIP) status, public involvement, right-of-way acquisition plans, procurement schedules, multi-party agreements, utility relocation plans and risk and mitigation strategies, as appropriate.
- Is reasonably expected to begin any construction-related projects in a timely manner consistent with all applicable local, State, and Federal requirements.

**Additional Consideration: Funds to Underserved Communities.**

The percentage of Implementation Grant funds that will be spent in, and provide safety benefits to, locations in census tracts designated as underserved communities as defined by this NOFO will be considered as part of application selection.<sup>29</sup> DOT will use this information in support of the legislative requirement to ensure equitable investment in the safety needs of underserved communities in preventing roadway fatalities and injuries. Higher percentages of funding to underserved communities will be generally viewed favorably by DOT, and the Department encourages applicants to leverage project and strategy activities to the extent practical and in alignment with the safety problems identified in an Action Plan.

**2. Review and Selection Process**

This section addresses the BIL requirement to describe the methodology for evaluation in the NOFO, including how applications will be rated according to selection criteria and considerations, and how those criteria and considerations will be used to assign an overall rating. The SS4A grant program review and selection process consists of eligibility reviews, merit criteria review, and Senior Review. The Secretary makes the final selections.

i. Action Plan Grant Review and Selection Process

The process for the application plan review is described below:

- Teams of Department and contractor support staff review all applications to determine eligibility based on the eligibility information in Section C.
- Eligible Action Plan applications received by the deadline will be reviewed for their merit based on the selection criteria in Section E.1.i.
- Applications are scored numerically based on Merit Criteria #1 Safety Impact and #2 Equity Criteria.

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<sup>29</sup> An underserved community as defined for this NOFO is consistent with the Office of Management and Budget’s Interim Guidance for the Justice40 Initiative and the Historically Disadvantaged Community designation, which includes: U.S. Census tracts identified in this table <https://datahub.transportation.gov/stories/s/tsyd-k6jj>; any Tribal land; or any territory or possession of the United States.

- The #3 Additional Safety Considerations criterion narrative will be reviewed and assessed as either “qualified,” meaning the application addresses the criterion at least in part, or “not qualified,” meaning the application does not address the criterion. Applications that do not address the #3 Additional Safety Considerations and are deemed “not qualified” will not be considered.
- Action Plan Grant applications to develop or complete a new Action Plan will be noted and prioritized for funding.
- In order to ensure that final selections will meet the statutory requirement that no more than 15 percent of program funds may be awarded to eligible applicants in one State, applications will have their State location denoted. Tribal awards are not counted towards this 15 percent maximum.
- The Teams will examine the locations of the applicants to identify if multiple applicants requested funding for the same jurisdiction. DOT reserves the right to request applicants with duplicative funding requests consolidate their efforts as one multijurisdictional group prior to receiving an award, and may decline to fund duplicative applications irrespective of their individual merits.

ii. Implementation Grant Review and Selection Process

a) Overall Selection Process and Ratings

Teams of Department and contractor support staff review all applications to determine whether they are eligible applicants based on the eligibility information in Section C. All eligible Implementation Grant applications received by the deadline will be reviewed and receive ratings for each of these criteria: #1 Safety Impact; #2 Equity, Engagement, and Collaboration; #3 Effective Practices and Strategies; #4 Climate Change and Sustainability, and Economic Competitiveness. Based on the criteria ratings, an overall application rating of “Highly Recommended,” “Recommended,” “Acceptable,” or “Not Recommended” will be assigned. Criterion #1, Safety Impact, will be weighted most heavily.

Overall “Highly Recommended” Application Rating Scenarios

<b>Selection Criteria</b>	<b>Scenario (a) Criteria Rating</b>	<b>Scenario (b) Criteria Rating</b>
#1 Safety Impact	High	Medium
#2 Equity, Engagement, and Collaboration	Medium or High	High
#3 Effective Practices and Strategies	Medium or High	High
#4 Climate Change Sustainability, and Economic Competitiveness	Low, Medium, or High	High

Overall Rating	Highly Recommended	Highly Recommended
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Overall “Recommended” Rating Scenarios

<b>Selection Criteria</b>	<b>Scenario (c) Criteria Rating</b>	<b>Scenario (d) Criteria Rating</b>
#1 Safety Impact	High	Medium
#2 Equity, Engagement, and Collaboration	At least one Low	One Medium and One High or Two Medium
#3 Effective Practices and Strategies	At least one Low	One Medium and One High or Two Medium
#4 Climate Change and Sustainability, and Economic Competitiveness	Low, Medium, or High	Low, Medium, or High
Overall Rating	Recommended	Recommended

Overall “Acceptable” and “Not Recommended” Rating Scenarios

<b>Selection Criteria</b>	<b>Scenario (e) Criteria Rating</b>	<b>Scenario (f) Criteria Rating</b>
#1 Safety Impact	Low	Any are determined Non-Responsive
#2 Equity, Engagement, and Collaboration	Low, Medium, or High	Any are determined Non-Responsive
#3 Effective Practices and Strategies	Low, Medium, or High	Any are determined Non-Responsive
#4 Climate Change and Sustainability, and Economic Competitiveness	Low, Medium, or High	Any are determined Non-Responsive
Overall Rating	Acceptable	Not Recommended

b) Safety Impact Criterion Rating Methodology

For the #1 Safety Impact criterion, the Department will assess three subcomponents to determine a result in an overall rating of “high,” “medium,” and “low,” or “non-responsive.” The three subcomponents are: the description of the safety problem; the safety impact assessment; and the implementation costs.

The description of the safety problem sub-rating will use the guidelines below:

	High	Medium	Low	Non-responsive
Rating Scale	The narrative and supporting information demonstrate the proposal is addressing a substantial safety problem. The narrative is well-articulated and is strongly supported by data and analysis.	The narrative and supporting information demonstrate the proposal is addressing an existing safety problem. Narrative articulates the description, is generally supporting by data and analysis.	The narrative and supporting information demonstrate the proposal is addressing a safety problem more minor in scope. The narrative is not well-articulated, and the supporting data and analysis are limited.	The narrative and supporting information do not address a safety problem.

The safety impact assessment sub-rating will use the guidelines below:

	High	Medium	Low	Non-responsive
Rating Scale	The projects and strategies have strong potential to address the safety problem. The projects and strategies proposed are highly effective, based on evidence, use a systemic approach, and have benefits that persist over time.	The projects and strategies address the safety problem. Most of the projects and strategies proposed are effective measures, based on evidence, use a systemic approach, and have benefits that persist over time.	The projects and strategies address the safety problem to a limited degree. Some or none of the projects and strategies proposed are effective measures, based on evidence, use a systemic approach, or have benefits that persist over time.	The projects and strategies do not address the safety problem.

The implementation costs sub-rating will use the guidelines below:

	High	Medium	Low	Non-responsive
Rating Scale	The costs for the implementation of the projects and strategies are clearly articulated and summarized. <del>Future costs are well described.</del> The quantity and quality of the projects and strategies in relation to the cost amounts strongly indicate the costs are reasonable.	The costs for the implementation of the projects and strategies are summarized. <del>Future costs are described.</del> The quantity and quality of the projects and strategies in relation to the cost amounts seem to indicate the costs are reasonable.	The costs for the implementation of the projects and strategies are not well-articulated or missing key details. <del>Future costs are minimally or not described.</del> Based on the limited quantity and/or quality of the projects and strategies in relation to the cost amounts, the cost reasonableness is uncertain.	Cost information is not provided.

The three sub-ratings for the #1 Safety Criterion (the description of the safety problem; the safety impact assessment; and the implementation costs) will be combined and scored using the following rating system to determine if the overall rating for the Safety Criterion is “High,” “Medium,” “Low,” or “Non-Responsive.”

Safety Criterion Sub-Rating Scores	Overall Safety Criterion Rating
At least two “high”, no “low”, no “non-responsive”	High
No “low”, no “non-responsive,” or does not meet the High criterion	Medium
No “high”, at least one “low”, no “non-responsive,” or does not meet the Medium criterion	Low
Any “non-responsive”	Non-Responsive

c) Other Criteria Rating Methodology

For the merit criteria #2 Equity, Engagement, and Collaboration, #3 Effective Practices and Strategies, and #4 Climate Change and Economic Competitiveness, the Department will consider whether the application narrative is clear, direct, responsive to the selection criterion focus areas, and logical, which will result in a rating of “high, “medium,” “low,” or “non-responsive.”

	High	Medium	Low	Non-Responsive
Rating Scale	The application is substantively responsive to the criteria, with clear, direct, and logical narrative.	The application is moderately responsive to the criteria, with mostly clear, direct, and logical narrative.	The application is minimally responsive to the criteria and is somewhat addressed in the narrative.	The narrative indicates the proposal is counter to the criteria, or does not contain sufficient information

“Highly Recommended” and “Recommended” applications will receive a Project Readiness evaluation, as described below. The reviewers will use the application materials outlined in Section D to assess the applicant’s Project Readiness and will provide a rating of either “Very Likely,” “Likely,” or “Unlikely.”

	Very Likely	Likely	Unlikely
Rating Scale	Based on the information provided in the application and the proposed scope of the projects and strategies, it is very likely the applicant can complete all projects and strategies within a five-year time horizon.	Based on the information provided in the application and the proposed scope of the projects and strategies, it is probable the applicant can complete all projects and strategies within a five-year time horizon.	Based on the information provided in the application and the proposed scope of the projects and strategies, it is uncertain whether the applicant can complete all projects and strategies within a five-year time horizon.

iii. Senior Review Team Phase

a) Action Plan Grant Senior Review Team Phase

For the Action Plan Grants, the Secretary will set thresholds for each of the three quantitative criteria ratings based on their distribution, the number of applicants, and the availability of funds. Eligible applicants who meet or exceed the threshold in any of the three criteria will be offered Action Plan Grant award funding. A composite rating of the three criteria will not be made, and each criterion will be considered separately. Based on the overall application pool, available funding, and legislative requirements, the Secretary reserves the discretion to set the threshold(s) most advantageous to the U.S. Government’s interest. The Secretary will consult with a Senior Review Team (SRT) to make the threshold determinations. Additionally, the Secretary may choose to prioritize Action Plan Grants that are developing or completing an Action Plan over Action Plan Grant applications focused on supplemental action plan activities because an Action Plan is a prerequisite to applying for Implementation Grants in future NOFOs.

b) Implementation Grant Senior Review Team Phase

Once every Implementation Grant application has been assigned an overall rating based on the methodology above, all “Highly Recommended” applications will be included in a list of Applications for Consideration. The SRT will review whether the list of “Highly Recommended” applications is sufficient to ensure that no more than 15 percent of the FY 2022 funds made available are awarded to eligible applicants in a single State. “Recommended” applications may be added to the proposed list of Applications for Consideration until a sufficient number of applications are on the list to ensure that all

the legislative requirements can be met and funding would be fully awarded. “Recommended” applications with a “High” Safety Impact Criterion rating will be prioritized and considered first. If that produces an insufficient list, “Recommended” applications with a “Medium” Safety Impact Criterion rating and a “High” rating for the Equity, Engagement, and Collaboration Criterion will also be considered. The SRT will also review all “Highly Recommended” applications that received an “Unlikely” project readiness rating, and either remove those applicants from the Applications for Consideration, OR recommend a reduced scope to minimize the risk the applicant will not complete the scope of work within five years of the grant agreement execution.

Additionally, to ensure the funding awards align to the extent practicable to the program goal of equitable investment in the safety needs of underserved communities, the SRT may review “Recommended” applications and set a threshold based on the percentage of funds that will be spent in, and provide safety benefits to, locations within underserved communities. Any “Recommended” applications at or above that threshold will be included in the proposed list of Applications for Consideration.

For each grant type, the SRT will present the list of Applications for Consideration to the Secretary, either collectively or through a representative of the SRT. The SRT may advise the Secretary on any application on the list of Applications for Consideration, including options for reduced awards, and the Secretary makes final selections. The Secretary’s selections identify the applications that best address program requirements and are most worthy of funding.

### **3. Additional Information**

Prior to entering into a grant agreement, each selected applicant will be subject to a risk assessment as required by 2 CFR § 200.206. The Department must review and consider any information about the applicant that is in the designated integrity and performance system accessible through SAM (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)). An applicant may review information in FAPIIS and comment on any information about itself that a Federal awarding agency previously entered. The Department will consider comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants.

Because award recipients under this program may be first-time recipients of Federal funding, DOT is committed to implementing the program as flexibly as permitted by statute and to providing assistance to help award recipients through the process of securing a grant agreement and delivering both Action Plan activities and Implementation Grant projects and strategies. Award recipients are encouraged to identify any needs for assistance in delivering the Implementation Grant projects and strategies so that DOT can provide directly, or through a third party, sufficient support and technical assistance to mitigate potential execution risks.



## **F. Federal Award Administration Information**

### **1. Federal Award Notices**

Following the evaluation outlined in Section E, the Secretary will announce awarded applications by posting a list of selected recipients at [www.transportation.gov/SS4A](http://www.transportation.gov/SS4A). The posting of the list of selected award recipients will not constitute an authorization to begin performance. Following the announcement, the Department will contact the point of contact listed in the SF-424 to initiate negotiation of a grant agreement.

### **2. Administrative and National Policy Requirements**

#### **i. Equity and Barriers to Opportunity**

Each applicant selected for SS4A grant funding must demonstrate effort to improve equity and reduce barriers to opportunity as described in Section A. Award recipients that have not sufficiently addressed equity and barriers to opportunity in their planning, as determined by the Department, will be required to do so before receiving funds, consistent with Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (86 FR 7009).<sup>30</sup>

#### **ii. Labor and Workforce**

Each applicant selected for SS4A grant funding must demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards as described in Section A. To the extent that applicants have not sufficiently considered job quality and labor rights in their planning, as determined by the Department of Labor, the applicants will be required to do so before receiving funds, consistent with Executive Order 14025, Worker Organizing and Empowerment (86 FR 22829), and Executive Order 14052, Implementation of the Infrastructure Investment and Jobs Act (86 FR 64335).

As expressed in section A, equal employment opportunity is an important priority. The Department wants to ensure that sponsors have the support they need to meet requirements under EO 11246, Equal Employment Opportunity (30 FR 12319, and as amended). All Federally assisted contractors are required to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color.<sup>31</sup> Projects over \$35 million shall meet the requirements in Executive Order 14063, Use of Project Labor Agreements for Federal Construction Projects (87 FR 7363).

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) has a Mega Construction Project Program through which it engages with project sponsors as early as the design phase to help promote compliance with non-discrimination and affirmative action obligations. Through the program, OFCCP offers contractors and subcontractors extensive compliance assistance, conducts compliance evaluations, and helps to build partnerships between the project sponsor, prime contractor, subcontractors, and relevant stakeholders. OFCCP will identify projects that receive an award under this notice and are required to participate in OFCCP's Mega Construction Project Program from a wide range of federally assisted projects over which OFCCP has jurisdiction and that have a project cost above

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<sup>30</sup> An illustrative example of how these requirements are applied to recipients can be found here:

<https://cms.buildamerica.dot.gov/buildamerica/financing/in-fra-grants/in-fra-fy21-fhwa-general-terms-and-conditions>

<sup>31</sup> <https://www.dol.gov/sites/dolgov/files/ofccp/ParticipationGoals.pdf>

\$35 million. DOT will require project sponsors with costs above \$35 million that receive awards under this funding opportunity to partner with OFCCP, if selected by OFCCP, as a condition of their DOT award. Under that partnership, OFCCP will ask these project sponsors to make clear to prime contractors in the pre-bid phase that project sponsor's award terms will require their participation in the Mega Construction Project Program. Additional information on how OFCCP makes their selections for participation in the Mega Construction Project Program is outlined under "Scheduling" on the Department of Labor website: <https://www.dol.gov/agencies/ofccp/faqs/construction-compliance>.

iii. Critical Infrastructure Security and Resilience

It is the policy of the United States to strengthen the security and resilience of its critical infrastructure against both physical and cyber threats. Each applicant selected for SS4A grant funding must demonstrate, prior to the signing of the grant agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities. Award recipients that have not appropriately considered and addressed physical and cyber security and resilience in their planning, design, and oversight, as determined by the Department and the Department of Homeland Security, will be required to do so before receiving Implementation Grant funds for construction, consistent with Presidential Policy Directive 21, Critical Infrastructure Security and Resilience and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems. Additionally, funding recipients must be in compliance with 2 CFR § 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.

Award recipients shall also consider whether projects in floodplains are upgraded consistent with the Federal Flood Risk Management Standard, to the extent consistent with current law, in Executive Order 14030, Climate-Related Financial Risk (86 FR 27967), and Executive Order 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input (80 FR 6425).

iv. National Environmental Policy Act of 1969 (NEPA)

Funding recipients must comply with NEPA under 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality's NEPA implementing regulations at 40 CFR §§ 1500-1508, where applicable.

v. Other Administrative and Policy Requirements

All awards will be administered pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found in 2 CFR § 200, Subpart F, as adopted by the Department at 2 CFR § 1201. Additionally, as permitted under the requirements described above, applicable Federal laws, rules, and regulations of the relevant operating administration (e.g., the Federal Highway Administration, etc.) administering the activities will apply to the activities that receive SS4A grants, including planning requirements, Stakeholder Agreements, and other requirements under the Department's other highway and transit grant programs. DOT anticipates grant recipients to have varying levels of experience administering Federal funding agreements and complying with Federal requirements, and DOT will take a risk-based approach to SS4A program grant agreement administration to ensure compliance with all applicable laws and regulations.

The Department will also provide additional technical assistance and support resources to first-time DOT funding recipients and those who request additional support, as appropriate. With respect to highway projects, except as otherwise noted in this NOFO, please note that these grants are not required

to be administered under Title 23 of the U.S.C., which establishes requirements that are generally applicable to funding that is provided by formula to State departments of transportation<sup>32</sup>. Therefore, the administration and implementation of SS4A grants should be more streamlined for the entities that are eligible for SS4A awards.

As expressed in Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers (86 FR 7475), it is the policy of the executive branch to maximize, consistent with law, the use of goods, products, and materials produced in, and services offered in, the United States. Infrastructure projects are subject to the Build America, Buy America Act (Pub. L. No 117-58, div. G §§ 70901-70927) as clarified in OMB Memorandum M-22-11.<sup>33</sup> The Department expects all recipients to be able to complete their projects without needing a waiver. However, to obtain a waiver, a recipient must be prepared to demonstrate how they will maximize the use of domestic goods, products, and materials in constructing their project. Projects under this notice will be subject to the domestic preference requirements at § 70914 of the Build America, Buy America Act, as implemented by OMB, and any awards will contain the award terms specific in M-22-11.

SS4A award recipients should demonstrate compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements. ~~Additionally, to the extent practicable, Implementation Grants must adhere to the proposed Public Rights of Way Accessibility Guidelines.~~<sup>34</sup> The Department's and the applicable Operating Administrations' Offices of Civil Rights ~~may~~ **will** work with awarded grant recipients **as appropriate** to ensure full compliance with Federal civil rights requirements.

In connection with any program or activity conducted with or benefiting from funds awarded under this notice, recipients of funds must comply with all applicable requirements of Federal law, including, without limitation, the Constitution of the United States; the conditions of performance, nondiscrimination requirements, and other assurances made applicable to the award of funds in accordance with regulations of the Department of Transportation; and applicable Federal financial assistance and contracting principles promulgated by the Office of Management and Budget. In complying with these requirements, recipients, in particular, must ensure that no concession agreements are denied or other contracting decisions made on the basis of speech or other activities protected by the First Amendment. If the Department determines that a recipient has failed to comply with applicable Federal requirements, the Department may terminate the award of funds and disallow previously incurred costs, requiring the recipient to reimburse any expended award funds.

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<sup>32</sup> Please note that some title 23 requirements apply regardless of funding source. In particular, projects involving routes on the National Highway System must meet the applicable design standards at 23 CFR part 625.

<sup>33</sup> Pub. L. No. 117-58, division. G, Title IX, Subtitle A, 135 Stat. 429, 1298 (2021). For additional information on § 70914, see OMB-22-11. <https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf>

<sup>34</sup> <https://www.access-board.gov/provag/>

### 3. Reporting

#### i. Progress Reporting on Grant Activity

Reporting responsibilities include quarterly program performance reports using the Performance Progress Report (SF-PPR) and quarterly financial status using the SF-425 (also known as the Federal Financial Report or SF-FFR).<sup>35</sup>

#### ii. Post Award Reporting Requirements/Reporting of Matters Related to Integrity and Performance

If the total value of a selected applicant's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the applicant during that period of time must maintain the currency of information reported in SAM that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Pub. L. No. 110-417, as amended (41 U.S.C. § 2313). As required by section 3010 of Pub. L. No. 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available. Additionally, if applicable funding recipients must be in compliance with the audit requirements in 2 CFR § 200, Subpart F.

#### iii. Program Evaluation

As a condition of grant award, SS4A grant recipients may be required to participate in an evaluation undertaken by DOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or DOT staff.

Recipients and sub-recipients are also encouraged to incorporate program evaluation including associated data collection activities from the outset of their program design and implementation to meaningfully document and measure the effectiveness of their projects and strategies. Title I of the Foundations for Evidence-Based Policymaking Act of 2018 (Evidence Act), Pub. L. No. 115-435 (2019) urges Federal awarding agencies and Federal assistance recipients and sub-recipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means "an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency" (codified at 5 U.S.C. § 311). For grant recipients, evaluation expenses are allowable costs (either as direct or indirect), unless prohibited by statute or regulation, and such expenses may include the personnel and equipment needed for data infrastructure and expertise in data analysis, performance, and evaluation (2 CFR §200).

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<sup>35</sup> <https://www.grants.gov/forms/post-award-reporting-forms.html>

## **G. Federal Awarding Agency Contacts**

For further information concerning this notice, please contact the Office of the Secretary via email at [SS4A@dot.gov](mailto:SS4A@dot.gov). In addition, up to the application deadline, the Department will post answers to common questions and requests for clarifications on the Department's website at [www.transportation.gov/SS4A](http://www.transportation.gov/SS4A). To ensure applicants receive accurate information about eligibility or the program, the applicant is encouraged to contact the Department directly, rather than through intermediaries or third parties, with questions. Department staff may also conduct briefings on the SS4A grant selection and award process upon request.

## **H. Other Information**

### **1. Publication of Application Information**

Following the completion of the selection process and announcement of awards, the Department intends to publish a list of all applications received along with the names of the applicant organizations. The Department may share application information within the Department or with other Federal agencies if the Department determines that sharing is relevant to the respective program's objectives.

### **2. Department Feedback on Applications**

The Department will not review applications in advance, but Department staff are available for technical questions and assistance. The deadline to submit technical questions is August 15, 2022. The Department strives to provide as much information as possible to assist applicants with the application process. Unsuccessful applicants may request a debrief up to 90 days after the selected funding recipients are publicly announced on [transportation.gov/SS4A](http://transportation.gov/SS4A). Program staff will address questions to [SS4A@dot.gov](mailto:SS4A@dot.gov) throughout the application period.

### **3. Rural Applicants**

User-friendly information and resources regarding DOT's discretionary grant programs relevant to rural applicants can be found on the Rural Opportunities to Use Transportation for Economic Success (ROUTES) website at [www.transportation.gov/rural](http://www.transportation.gov/rural).

Attachment D:  
City of Norfolk Multimodal Transportation Action Plan  
Agreement

1. **Award No.** 693JJ32340249
2. **Effective Date**  
See No. 17 Below
3. **Assistance Listings No.**  
20.939
4. **Award To**  
  
City of Norfolk  
309 N 5<sup>th</sup> St.  
Norfolk, NE 68701  
  
Unique Entity Id.: XQEHHPV3HYU1  
TIN No.:
5. **Sponsoring Office**  
U.S. Department of Transportation  
Federal Highway Administration  
Office of Safety  
1200 New Jersey Avenue, SE  
HSSA-1, Mail Drop E71-117  
Washington, DC 20590
6. **Period of Performance**  
Effective Date of Award –  
May 1, 2025
7. **Total Amount**  
Federal Share: \$209,300  
Recipient Share: \$89,700  
Other Federal Funds: \$0  
Other Funds: \$0  
Total: \$299,000
8. **Type of Agreement**  
Grant
9. **Authority**  
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”)
10. **Procurement Request No.** HSSP230223PR
11. **Federal Funds Obligated**  
\$209,300
12. **Submit Payment Requests To**  
See article 20.
13. **Payment Office**  
See article 20.
14. **Accounting and Appropriations Data**  
15X0173E50.0000.055SR10500.5592000000.25305.61006600

**15. Description of Project**

City of Norfolk Multimodal Transportation Action Plan

**RECIPIENT**

16. **Signature of Person Authorized to Sign**

Signature  
Name: Josh Moenning  
Title: Mayor

Date

**FEDERAL HIGHWAY ADMINISTRATION**

17. **Signature of Agreement Officer**

Signature  
Name: Kyle Griggs  
Title: Agreement Officer

Date



**U.S. DEPARTMENT OF TRANSPORTATION**

**GRANT AGREEMENT UNDER THE  
FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM**

This agreement is between the [United States Department of Transportation (the “USDOT”)] [Federal Highway Administration (the “FHWA”) and the City of Norfolk (the “Recipient”).

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All (“SS4A”) Grant for the City of Norfolk Multimodal Transportation Action Plan.

The parties therefore agree to the following:

**ARTICLE 1  
GENERAL TERMS AND CONDITIONS**

**1.1 General Terms and Conditions.**

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2022 Safe Streets and Roads for All Grant Program,” dated February 8, 2023, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements>. Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the [FHWA] [USDOT] the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.



**ARTICLE 2  
APPLICATION, PROJECT, AND AWARD**

**2.1 Application.**

Application Title: City of Norfolk, NE SS4A Action Plan Grant

Application Date: August 29, 2022

**2.2 Award Amount.**

SS4A Grant Amount: \$209,300

**2.3 Award Dates.**

Period of Performance End Date: See section 6 on Page 1

**2.4 Budget Period**

Budget Period End Date: See section 6 on Page 1

**2.5 Action Plan Grant or Implementation Grant Designation.**

Designation: Action Plan

**2.6 Federal Award Identification Number.** The Federal Award Identification Number is listed on page 1, line 1.

**ARTICLE 3  
SUMMARY PROJECT INFORMATION**

**3.1 Summary of Project’s Statement of Work.**

The award will be used by the City of Norfolk to develop a comprehensive safety action plan.

**3.2 Project’s Estimated Schedule.**

**ACTION PLAN SCHEDULE**

<b>Milestone</b>	<b>Schedule Date</b>
Planned Draft Action Plan Completion Date:	March 1, 2025
Planned Action Plan Completion Date:	June 1, 2025
Planned Action Plan Adoption Date:	August 1, 2025
Planned SS4A Final Report Date:	October 1, 2025

**3.3 Project’s Estimated Costs.**

(a) Eligible Project Costs

<b>Eligible Project Costs</b>	
SS4A Grant Amount:	\$209,300
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$89,700
In-Kind Match:	\$0
Other Funds:	\$0
<b>Total Eligible Project Cost:</b>	<b>\$299,000</b>

(b) Supplemental Estimated Budget

<b>Cost Element</b>	<b>Federal Share</b>	<b>Non-Federal Share</b>	<b>Total Budget Amount</b>
Direct Labor	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual/Consultant	\$209,300	\$89,700	\$299,000
Other	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
<b>Total Budget</b>	<b>\$209,300</b>	<b>\$89,700</b>	<b>\$299,000</b>

**ARTICLE 4  
RECIPIENT INFORMATION**

**4.1 Recipient's Unique Entity Identifier.**

XQEHHPV3HYU1

**4.2 Recipient Contact(s).**

Anna Allen  
Assistant City Engineer  
City of Norfolk  
309 N 5<sup>th</sup> Street, Norfolk, NE 68701  
402-844-2020  
annaallen@norfolkne.gov

**4.3 Recipient Key Personnel.**

<b>Name</b>	<b>Title or Position</b>
Steve Rames	City Engineer/Public Works director
Jeremy Bohn	GIS Technician

**4.4 USDOT Project Contact(s).**

Christie Dawson  
Safe Streets and Roads for All Program Manager  
Federal Highway Administration  
Office of Safety  
HSSA-1, Mail Stop: E71-117  
1200 New Jersey Avenue, S.E.  
Washington, DC 20590  
(202) 366-9265  
[christie.dawson@dot.gov](mailto:christie.dawson@dot.gov)

and

Ashley Cucchiarelli  
Agreement Officer (AO)  
Federal Highway Administration  
Office of Acquisition and Grants Management  
HCFA-33, Mail Stop E62-310  
1200 New Jersey Avenue, S.E.  
Washington, DC 20590  
(720) 963-3589  
[ashley.cucchiarelli@dot.gov](mailto:ashley.cucchiarelli@dot.gov)

and

Ashley Cucchiarelli  
Agreement Specialist (AS)  
Office of Acquisition and Grants Management  
HCFA-33, Mail Stop E62-204  
1200 New Jersey Avenue, S.E.  
Washington, DC 20590  
(720) 963-3589  
[ashley.cucchiarelli@dot.gov](mailto:ashley.cucchiarelli@dot.gov)

and

Division Administrator  
Agreement Officer's Representative (AOR)  
Nebraska Division Office  
100 Centennial Mall North Lincoln, NE 68508  
United States  
[Nebraska.FHWA@dot.gov](mailto:Nebraska.FHWA@dot.gov)

and

Alison Koch  
Nebraska Division Office Point of Contact  
Transportation Specialist  
100 Centennial Mall North Lincoln, NE 68508  
402-742-8467  
[alison.koch@dot.gov](mailto:alison.koch@dot.gov)

## ARTICLE 5 USDOT ADMINISTRATIVE INFORMATION

### 5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

#### SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the AO are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

Note: This clause is only applicable to Action Plan Grants.

Unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval of each subaward or contract is contingent upon the Recipient's submittal of a written fair and reasonable price determination, and approval by the AO for each proposed contractor/sub-recipient. Consent to enter into subawards or contracts will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

(Fill in at award or by amendment)

## 5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred in the performance of this agreement if those costs do not exceed the funds available under section 2.2 and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI eInvoicing System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the AO may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the Agreement Officer's Representative (the "AOR") reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) The USDOT may waive the requirement that the Recipient use the DELPHI eInvoicing System. The Recipient may obtain waiver request forms on the DELPHI eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the AO. A Recipient who seeks a waiver shall explain why they are unable to use or access the Internet to register and enter payment requests and send a waiver request to

Director of the Office of Financial Management  
US Department of Transportation,  
Office of Financial Management B-30, Room W93-431  
1200 New Jersey Avenue SE  
Washington DC 20590-0001

or

[DOTElectronicInvoicing@dot.gov](mailto:DOTElectronicInvoicing@dot.gov).

If the USDOT grants the Recipient a waiver, the Recipient shall submit SF 271s directly to:

DOT/FAA  
P.O. Box 268865  
Oklahoma City, OK 73125-8865  
Attn: Agreement Specialist

- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

**ARTICLE 6  
SPECIAL GRANT TERMS**

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section [wherever the date it is in this agreement].
- 6.2** The Recipient acknowledges that the Action Plan will be made publicly available, and the Recipient agrees that it will publish the final Action Plan on a publicly available website.
- 6.3** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.4** There are no other special grant requirements for this award.

**ATTACHMENT A  
PERFORMANCE MEASUREMENT INFORMATION**

**Study Area:** City limits and two-mile extraterritorial jurisdiction area of Norfolk, NE

**Baseline Measurement Date:** April 1, 2024

**Baseline Report Date:** June 1, 2024

**Table 1: Performance Measure Table**

<b>Measure</b>	<b>Category and Description</b>	<b>Measurement Frequency</b>
Equity	<p>Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT.</p> <p>Norfolk has a greater percent of Hispanic or Latino persons than the Nebraska average and a poverty rate 6.8% greater than the Nebraska average and 4.6% greater than the United States average. The action plan will focus on those more likely to use alternative transportation to enhance safety equity benefits for the most vulnerable roadway users.</p>	<p>End of period of performance</p> <p>May 1, 2025</p>
Costs	<p>Project Costs: Quantification of the cost of each eligible project carried out using the grant</p> <p>The project’s action plan is anticipated to evaluate various safety measures and enable the City of Norfolk to perform a cost-benefit analysis of different safety enhancements throughout the study area. This will provide guidance on how to best allocate the project budget in the implementation phase.</p>	<p>End of period of performance</p> <p>May 1, 2025</p>



<b>Measure</b>	<b>Category and Description</b>	<b>Measurement Frequency</b>
<p>Lessons Learned and Recommendations</p>	<p>Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects of strategies to prevent death and serious injury on roads and streets.</p> <p>The action plan is anticipated to provide various lessons learned and recommendations for the City of Norfolk based on data collection, data evaluation, and systemic planning efforts. All project recommendations will be used for future project decision making in the years to come to help make the City of Norfolk a safe community for all.</p>	<p>End of period of performance May 1, 2025</p>

**ATTACHMENT B  
CHANGES FROM APPLICATION**

**INSTRUCTIONS FOR COMPLETING ATTACHMENT B:** Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of this attachment B is to document the differences clearly and accurately in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See section 10.1.

**Scope:** There have been no changes to the project scope since the time of application.

**Schedule:** Application showed a proposed start date of June 1<sup>st</sup>, 2023 and end date of June 1<sup>st</sup>, 2024. The schedule has been updated to show a start date of March 1<sup>st</sup>, 2024 and an end date of October 1<sup>st</sup>, 2025.

**Budget:** There have been no changes to the project budget since the time of application

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
<b>Previously Incurred Costs (Non-Eligible Project Costs)</b>				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
<b>Future Eligible Project Costs</b>				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

**ATTACHMENT C  
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY**

**1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.**

The Recipient states that rows marked with “X” in the following table are accurate:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
X	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the project, will take relevant actions described in the supporting narrative below
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

**2. Supporting Narrative.**

The Recipient has not yet taken actions related to the project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the project, will take relevant actions as further described below.

A report was created from the US Census Bureau listing the population, age and sex, race, population characteristics, housing, education, health, economy, transportation, income, businesses, and geography of the community.

Although there are no Underserved Communities Census Tracts, Norfolk is in Madison County, one of Nebraska's most diverse counties. Norfolk has a greater percent of Hispanic or Latino persons than the Nebraska average and a poverty rate 6.8% greater than the Nebraska average and 4.6% greater than the United States average. The Plan will focus on those more likely to use alternative transportation to enhance safety equity benefits for the most vulnerable roadway users.

The City of Norfolk will partner with diverse groups throughout the community to inform the process including broad membership on the steering committee and participation in workshops, walking tours, and surveys. The process will build community capacity to implement priority recommendations of the Plan. The City of Norfolk will follow the U.S. Department of Labor's Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements and meet the requirements as outlined in the Notice of Funding Opportunity to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color.

The Project will include physical-barrier-mitigating land bridges, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. The Project will include new and improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation.

The Project will support a modal shift in passenger movement to reduce emissions or reduce induced travel demand by making improvements to the North Fork Area Transit system throughout town, making it easier and convenient for passengers to use. The Project will also make improvements to existing bike trails, sidewalks, and crosswalks as well as identify areas of town where trails, sidewalk, and crossings need to be constructed to promote travel by bicycle and walking.

- 1. **Award No.** 693JJ32340249
- 2. **Effective Date**  
See No. 17 Below
- 3. **Assistance Listings No.**  
20.939
- 4. **Award To**  
  
City of Norfolk  
309 N 5<sup>th</sup> St.  
Norfolk, NE 68701  
  
Unique Entity Id.: XQEHHPV3HYU1  
TIN No.:
- 5. **Sponsoring Office**  
U.S. Department of Transportation  
Federal Highway Administration  
Office of Safety  
1200 New Jersey Avenue, SE  
HSSA-1, Mail Drop E71-117  
Washington, DC 20590
- 6. **Period of Performance**  
Effective Date of Award –  
May 1, 2025
- 7. **Total Amount**  
Federal Share: \$209,300  
Recipient Share: \$89,700  
Other Federal Funds: \$0  
Other Funds: \$0  
Total: \$299,000
- 8. **Type of Agreement**  
Grant
- 9. **Authority**  
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”)
- 10. **Procurement Request No.** HSSP230223PR
- 11. **Federal Funds Obligated**  
\$209,300
- 12. **Submit Payment Requests To**  
See article 20.
- 13. **Payment Office**  
See article 20.
- 14. **Accounting and Appropriations Data**  
15X0173E50.0000.055SR10500.5592000000.25305.61006600

**15. Description of Project**

City of Norfolk Multimodal Transportation Action Plan

**RECIPIENT**

**16. Signature of Person Authorized to Sign**

Signature  
Name: Josh Moenning  
Title: Mayor

Date

**FEDERAL HIGHWAY ADMINISTRATION**

**17. Signature of Agreement Officer**

Signature  
Name: Kyle Griggs  
Title: Agreement Officer

Date

**U.S. DEPARTMENT OF TRANSPORTATION**

**GRANT AGREEMENT UNDER THE  
FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM**

This agreement is between the [United States Department of Transportation (the “USDOT”)] [Federal Highway Administration (the “FHWA”) and the City of Norfolk (the “Recipient”).

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All (“SS4A”) Grant for the City of Norfolk Multimodal Transportation Action Plan.

The parties therefore agree to the following:

**ARTICLE 1  
GENERAL TERMS AND CONDITIONS**

**1.1 General Terms and Conditions.**

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2022 Safe Streets and Roads for All Grant Program,” dated February 8, 2023, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements>. Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the [FHWA] [USDOT] the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2  
APPLICATION, PROJECT, AND AWARD**

**2.1 Application.**

Application Title: City of Norfolk, NE SS4A Action Plan Grant

Application Date: August 29, 2022

**2.2 Award Amount.**

SS4A Grant Amount: \$209,300

**2.3 Award Dates.**

Period of Performance End Date: See section 6 on Page 1

**2.4 Budget Period**

Budget Period End Date: See section 6 on Page 1

**2.5 Action Plan Grant or Implementation Grant Designation.**

Designation: Action Plan

**2.6 Federal Award Identification Number.** The Federal Award Identification Number is listed on page 1, line 1.

**ARTICLE 3  
SUMMARY PROJECT INFORMATION**

**3.1 Summary of Project’s Statement of Work.**

The award will be used by the City of Norfolk to develop a comprehensive safety action plan.

**3.2 Project’s Estimated Schedule.**

**ACTION PLAN SCHEDULE**

<b>Milestone</b>	<b>Schedule Date</b>
Planned Draft Action Plan Completion Date:	March 1, 2025
Planned Action Plan Completion Date:	June 1, 2025
Planned Action Plan Adoption Date:	August 1, 2025
Planned SS4A Final Report Date:	October 1, 2025

**3.3 Project’s Estimated Costs.**

(a) Eligible Project Costs

<b>Eligible Project Costs</b>	
SS4A Grant Amount:	\$209,300
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$89,700
In-Kind Match:	\$0
Other Funds:	\$0
<b>Total Eligible Project Cost:</b>	<b>\$299,000</b>



(b) Supplemental Estimated Budget

<b>Cost Element</b>	<b>Federal Share</b>	<b>Non-Federal Share</b>	<b>Total Budget Amount</b>
Direct Labor	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual/Consultant	\$209,300	\$89,700	\$299,000
Other	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
<b>Total Budget</b>	<b>\$209,300</b>	<b>\$89,700</b>	<b>\$299,000</b>

**ARTICLE 4  
RECIPIENT INFORMATION**

**4.1 Recipient's Unique Entity Identifier.**

XQEHHPV3HYU1

**4.2 Recipient Contact(s).**

Anna Allen  
Assistant City Engineer  
City of Norfolk  
309 N 5<sup>th</sup> Street, Norfolk, NE 68701  
402-844-2020  
annaallen@norfolkne.gov

**4.3 Recipient Key Personnel.**

<b>Name</b>	<b>Title or Position</b>
Steve Rames	City Engineer/Public Works director
Jeremy Bohn	GIS Technician

**4.4 USDOT Project Contact(s).**

Christie Dawson  
Safe Streets and Roads for All Program Manager  
Federal Highway Administration  
Office of Safety  
HSSA-1, Mail Stop: E71-117  
1200 New Jersey Avenue, S.E.  
Washington, DC 20590  
(202) 366-9265  
[christie.dawson@dot.gov](mailto:christie.dawson@dot.gov)

and

Ashley Cucchiarelli  
Agreement Officer (AO)  
Federal Highway Administration  
Office of Acquisition and Grants Management  
HCFA-33, Mail Stop E62-310  
1200 New Jersey Avenue, S.E.  
Washington, DC 20590  
(720) 963-3589  
[ashley.cucchiarelli@dot.gov](mailto:ashley.cucchiarelli@dot.gov)

and

Ashley Cucchiarelli  
Agreement Specialist (AS)  
Office of Acquisition and Grants Management  
HCFA-33, Mail Stop E62-204  
1200 New Jersey Avenue, S.E.  
Washington, DC 20590  
(720) 963-3589  
[ashley.cucchiarelli@dot.gov](mailto:ashley.cucchiarelli@dot.gov)

and

Division Administrator  
Agreement Officer's Representative (AOR)  
Nebraska Division Office  
100 Centennial Mall North Lincoln, NE 68508  
United States  
[Nebraska.FHWA@dot.gov](mailto:Nebraska.FHWA@dot.gov)

and

Alison Koch  
Nebraska Division Office Point of Contact  
Transportation Specialist  
100 Centennial Mall North Lincoln, NE 68508  
402-742-8467  
[alison.koch@dot.gov](mailto:alison.koch@dot.gov)

## ARTICLE 5 USDOT ADMINISTRATIVE INFORMATION

### 5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition  
and Grants Management

#### SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the AO are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

Note: This clause is only applicable to Action Plan Grants.

Unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval of each subaward or contract is contingent upon the Recipient's submittal of a written fair and reasonable price determination, and approval by the AO for each proposed contractor/sub-recipient. Consent to enter into subawards or contracts will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

(Fill in at award or by amendment)

## 5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred in the performance of this agreement if those costs do not exceed the funds available under section 2.2 and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI eInvoicing System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the AO may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the Agreement Officer's Representative (the "AOR") reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) The USDOT may waive the requirement that the Recipient use the DELPHI eInvoicing System. The Recipient may obtain waiver request forms on the DELPHI eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the AO. A Recipient who seeks a waiver shall explain why they are unable to use or access the Internet to register and enter payment requests and send a waiver request to

Director of the Office of Financial Management  
US Department of Transportation,  
Office of Financial Management B-30, Room W93-431  
1200 New Jersey Avenue SE  
Washington DC 20590-0001

or

[DOTElectronicInvoicing@dot.gov](mailto:DOTElectronicInvoicing@dot.gov).

If the USDOT grants the Recipient a waiver, the Recipient shall submit SF 271s directly to:

DOT/FAA  
P.O. Box 268865  
Oklahoma City, OK 73125-8865  
Attn: Agreement Specialist

- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

**ARTICLE 6  
SPECIAL GRANT TERMS**

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section [wherever the date it is in this agreement].
- 6.2** The Recipient acknowledges that the Action Plan will be made publicly available, and the Recipient agrees that it will publish the final Action Plan on a publicly available website.
- 6.3** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.4** There are no other special grant requirements for this award.

**ATTACHMENT A  
PERFORMANCE MEASUREMENT INFORMATION**

**Study Area:** City limits and two-mile extraterritorial jurisdiction area of Norfolk, NE

**Baseline Measurement Date:** April 1,2024

**Baseline Report Date:** June 1, 2024

**Table 1: Performance Measure Table**

<b>Measure</b>	<b>Category and Description</b>	<b>Measurement Frequency</b>
Equity	<p>Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT.</p> <p>Norfolk has a greater percent of Hispanic or Latino persons than the Nebraska average and a poverty rate 6.8% greater than the Nebraska average and 4.6% greater than the United States average. The action plan will focus on those more likely to use alternative transportation to enhance safety equity benefits for the most vulnerable roadway users.</p>	<p>End of period of performance</p> <p>May 1, 2025</p>
Costs	<p>Project Costs: Quantification of the cost of each eligible project carried out using the grant</p> <p>The project’s action plan is anticipated to evaluate various safety measures and enable the City of Norfolk to perform a cost-benefit analysis of different safety enhancements throughout the study area. This will provide guidance on how to best allocate the project budget in the implementation phase.</p>	<p>End of period of performance</p> <p>May 1, 2025</p>

<b>Measure</b>	<b>Category and Description</b>	<b>Measurement Frequency</b>
Lessons Learned and Recommendations	<p>Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects of strategies to prevent death and serious injury on roads and streets.</p> <p>The action plan is anticipated to provide various lessons learned and recommendations for the City of Norfolk based on data collection, data evaluation, and systemic planning efforts. All project recommendations will be used for future project decision making in the years to come to help make the City of Norfolk a safe community for all.</p>	<p>End of period of performance May 1, 2025</p>

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CHANGES FROM APPLICATION**

**INSTRUCTIONS FOR COMPLETING ATTACHMENT B:** Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of this attachment B is to document the differences clearly and accurately in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See section 10.1.

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**Schedule:** Application showed a proposed start date of June 1<sup>st</sup>, 2023 and end date of June 1<sup>st</sup>, 2024. The schedule has been updated to show a start date of March 1<sup>st</sup>, 2024 and an end date of October 1<sup>st</sup>, 2025.

**Budget:** There have been no changes to the project budget since the time of application

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
<b>Previously Incurred Costs (Non-Eligible Project Costs)</b>				
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Total Previously Incurred Costs				
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SS4AFunds				
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Total Project Costs				



**ATTACHMENT C  
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY**

**1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.**

The Recipient states that rows marked with “X” in the following table are accurate:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
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City of Norfolk  
309 N 5<sup>th</sup> St.  
Norfolk, NE 68701  
  
Unique Entity Id.: XQEHHPV3HYU1  
TIN No.:
5. **Sponsoring Office**  
U.S. Department of Transportation  
Federal Highway Administration  
Office of Safety  
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HSSA-1, Mail Drop E71-117  
Washington, DC 20590
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9. **Authority**  
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14. **Accounting and Appropriations Data**  
15X0173E50.0000.055SR10500.5592000000.25305.61006600

**15. Description of Project**

City of Norfolk Multimodal Transportation Action Plan

**RECIPIENT**

**16. Signature of Person Authorized to Sign**

Signature  
Name: Josh Moenning  
Title: Mayor

Date

**FEDERAL HIGHWAY ADMINISTRATION**

**17. Signature of Agreement Officer**

Signature  
Name: Kyle Griggs  
Title: Agreement Officer

Date

**U.S. DEPARTMENT OF TRANSPORTATION**

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- (b) The Recipient states that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the [FHWA] [USDOT] the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2  
APPLICATION, PROJECT, AND AWARD**

**2.1 Application.**

Application Title: City of Norfolk, NE SS4A Action Plan Grant

Application Date: August 29, 2022

**2.2 Award Amount.**

SS4A Grant Amount: \$209,300

**2.3 Award Dates.**

Period of Performance End Date: See section 6 on Page 1

**2.4 Budget Period**

Budget Period End Date: See section 6 on Page 1

**2.5 Action Plan Grant or Implementation Grant Designation.**

Designation: Action Plan

**2.6 Federal Award Identification Number.** The Federal Award Identification Number is listed on page 1, line 1.

**ARTICLE 3  
SUMMARY PROJECT INFORMATION**

**3.1 Summary of Project’s Statement of Work.**

The award will be used by the City of Norfolk to develop a comprehensive safety action plan.

**3.2 Project’s Estimated Schedule.**

**ACTION PLAN SCHEDULE**

<b>Milestone</b>	<b>Schedule Date</b>
Planned Draft Action Plan Completion Date:	March 1, 2025
Planned Action Plan Completion Date:	June 1, 2025
Planned Action Plan Adoption Date:	August 1, 2025
Planned SS4A Final Report Date:	October 1, 2025

**3.3 Project’s Estimated Costs.**

(a) Eligible Project Costs

<b>Eligible Project Costs</b>	
SS4A Grant Amount:	\$209,300
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$89,700
In-Kind Match:	\$0
Other Funds:	\$0
<b>Total Eligible Project Cost:</b>	<b>\$299,000</b>

(b) Supplemental Estimated Budget

Cost Element	Federal Share	Non-Federal Share	Total Budget Amount
Direct Labor	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual/Consultant	\$209,300	\$89,700	\$299,000
Other	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
<b>Total Budget</b>	<b>\$209,300</b>	<b>\$89,700</b>	<b>\$299,000</b>

**ARTICLE 4  
RECIPIENT INFORMATION**

**4.1 Recipient's Unique Entity Identifier.**

XQEHHPV3HYU1

**4.2 Recipient Contact(s).**

Anna Allen  
Assistant City Engineer  
City of Norfolk  
309 N 5<sup>th</sup> Street, Norfolk, NE 68701  
402-844-2020  
annaallen@norfolkne.gov

**4.3 Recipient Key Personnel.**

Name	Title or Position
Steve Rames	City Engineer/Public Works director
Jeremy Bohn	GIS Technician

**4.4 USDOT Project Contact(s).**

Christie Dawson  
Safe Streets and Roads for All Program Manager  
Federal Highway Administration  
Office of Safety  
HSSA-1, Mail Stop: E71-117  
1200 New Jersey Avenue, S.E.  
Washington, DC 20590  
(202) 366-9265  
[christie.dawson@dot.gov](mailto:christie.dawson@dot.gov)

and

Ashley Cucchiarelli  
Agreement Officer (AO)  
Federal Highway Administration  
Office of Acquisition and Grants Management  
HCFA-33, Mail Stop E62-310  
1200 New Jersey Avenue, S.E.  
Washington, DC 20590  
(720) 963-3589  
[ashley.cucchiarelli@dot.gov](mailto:ashley.cucchiarelli@dot.gov)

and

Ashley Cucchiarelli  
Agreement Specialist (AS)  
Office of Acquisition and Grants Management  
HCFA-33, Mail Stop E62-204  
1200 New Jersey Avenue, S.E.  
Washington, DC 20590  
(720) 963-3589  
[ashley.cucchiarelli@dot.gov](mailto:ashley.cucchiarelli@dot.gov)

and

Division Administrator  
Agreement Officer's Representative (AOR)  
Nebraska Division Office  
100 Centennial Mall North Lincoln, NE 68508  
United States  
[Nebraska.FHWA@dot.gov](mailto:Nebraska.FHWA@dot.gov)

and



Alison Koch  
Nebraska Division Office Point of Contact  
Transportation Specialist  
100 Centennial Mall North Lincoln, NE 68508  
402-742-8467  
[alison.koch@dot.gov](mailto:alison.koch@dot.gov)

## ARTICLE 5 USDOT ADMINISTRATIVE INFORMATION

### 5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

#### SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the AO are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

Note: This clause is only applicable to Action Plan Grants.

Unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval of each subaward or contract is contingent upon the Recipient's submittal of a written fair and reasonable price determination, and approval by the AO for each proposed contractor/sub-recipient. Consent to enter into subawards or contracts will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

(Fill in at award or by amendment)

## 5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred in the performance of this agreement if those costs do not exceed the funds available under section 2.2 and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI eInvoicing System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the AO may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the Agreement Officer's Representative (the "AOR") reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) The USDOT may waive the requirement that the Recipient use the DELPHI eInvoicing System. The Recipient may obtain waiver request forms on the DELPHI eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the AO. A Recipient who seeks a waiver shall explain why they are unable to use or access the Internet to register and enter payment requests and send a waiver request to

Director of the Office of Financial Management  
US Department of Transportation,  
Office of Financial Management B-30, Room W93-431  
1200 New Jersey Avenue SE  
Washington DC 20590-0001

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[DOTElectronicInvoicing@dot.gov](mailto:DOTElectronicInvoicing@dot.gov).

If the USDOT grants the Recipient a waiver, the Recipient shall submit SF 271s directly to:

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P.O. Box 268865  
Oklahoma City, OK 73125-8865  
Attn: Agreement Specialist

- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

**ARTICLE 6  
SPECIAL GRANT TERMS**

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section [wherever the date it is in this agreement].
- 6.2** The Recipient acknowledges that the Action Plan will be made publicly available, and the Recipient agrees that it will publish the final Action Plan on a publicly available website.
- 6.3** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.4** There are no other special grant requirements for this award.

**ATTACHMENT A  
PERFORMANCE MEASUREMENT INFORMATION**

**Study Area:** City limits and two-mile extraterritorial jurisdiction area of Norfolk, NE

**Baseline Measurement Date:** April 1, 2024

**Baseline Report Date:** June 1, 2024

**Table 1: Performance Measure Table**

<b>Measure</b>	<b>Category and Description</b>	<b>Measurement Frequency</b>
Equity	<p>Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT.</p> <p>Norfolk has a greater percent of Hispanic or Latino persons than the Nebraska average and a poverty rate 6.8% greater than the Nebraska average and 4.6% greater than the United States average. The action plan will focus on those more likely to use alternative transportation to enhance safety equity benefits for the most vulnerable roadway users.</p>	<p>End of period of performance May 1, 2025</p>
Costs	<p>Project Costs: Quantification of the cost of each eligible project carried out using the grant</p> <p>The project’s action plan is anticipated to evaluate various safety measures and enable the City of Norfolk to perform a cost-benefit analysis of different safety enhancements throughout the study area. This will provide guidance on how to best allocate the project budget in the implementation phase.</p>	<p>End of period of performance May 1, 2025</p>

<b>Measure</b>	<b>Category and Description</b>	<b>Measurement Frequency</b>
Lessons Learned and Recommendations	<p>Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects of strategies to prevent death and serious injury on roads and streets.</p> <p>The action plan is anticipated to provide various lessons learned and recommendations for the City of Norfolk based on data collection, data evaluation, and systemic planning efforts. All project recommendations will be used for future project decision making in the years to come to help make the City of Norfolk a safe community for all.</p>	<p>End of period of performance May 1, 2025</p>

**ATTACHMENT B  
CHANGES FROM APPLICATION**

**INSTRUCTIONS FOR COMPLETING ATTACHMENT B:** Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of this attachment B is to document the differences clearly and accurately in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See section 10.1.

**Scope:** There have been no changes to the project scope since the time of application.

**Schedule:** Application showed a proposed start date of June 1<sup>st</sup>, 2023 and end date of June 1<sup>st</sup>, 2024. The schedule has been updated to show a start date of March 1<sup>st</sup>, 2024 and an end date of October 1<sup>st</sup>, 2025.

**Budget:** There have been no changes to the project budget since the time of application

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
<b>Previously Incurred Costs (Non-Eligible Project Costs)</b>				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
<b>Future Eligible Project Costs</b>				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

**ATTACHMENT C  
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY**

**1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.**

The Recipient states that rows marked with “X” in the following table are accurate:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
X	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the project, will take relevant actions described in the supporting narrative below
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

**2. Supporting Narrative.**

The Recipient has not yet taken actions related to the project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the project, will take relevant actions as further described below.



A report was created from the US Census Bureau listing the population, age and sex, race, population characteristics, housing, education, health, economy, transportation, income, businesses, and geography of the community.

Although there are no Underserved Communities Census Tracts, Norfolk is in Madison County, one of Nebraska's most diverse counties. Norfolk has a greater percent of Hispanic or Latino persons than the Nebraska average and a poverty rate 6.8% greater than the Nebraska average and 4.6% greater than the United States average. The Plan will focus on those more likely to use alternative transportation to enhance safety equity benefits for the most vulnerable roadway users.

The City of Norfolk will partner with diverse groups throughout the community to inform the process including broad membership on the steering committee and participation in workshops, walking tours, and surveys. The process will build community capacity to implement priority recommendations of the Plan. The City of Norfolk will follow the U.S. Department of Labor's Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements and meet the requirements as outlined in the Notice of Funding Opportunity to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color.

The Project will include physical-barrier-mitigating land bridges, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. The Project will include new and improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation.

The Project will support a modal shift in passenger movement to reduce emissions or reduce induced travel demand by making improvements to the North Fork Area Transit system throughout town, making it easier and convenient for passengers to use. The Project will also make improvements to existing bike trails, sidewalks, and crosswalks as well as identify areas of town where trails, sidewalk, and crossings need to be constructed to promote travel by bicycle and walking.



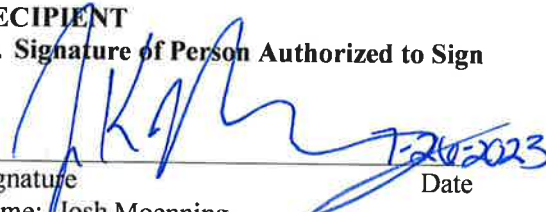
- 1. **Award No.** 693JJ32340249
- 2. **Effective Date**  
See No. 17 Below
- 3. **Assistance Listings No.**  
20.939
- 4. **Award To**  
  
City of Norfolk  
309 N 5<sup>th</sup> St.  
Norfolk, NE 68701  
  
Unique Entity Id.: XQEHHPV3HYU1  
TIN No.:
- 5. **Sponsoring Office**  
U.S. Department of Transportation  
Federal Highway Administration  
Office of Safety  
1200 New Jersey Avenue, SE  
HSSA-1, Mail Drop E71-117  
Washington, DC 20590
- 6. **Period of Performance**  
Effective Date of Award –  
May 1, 2025
- 7. **Total Amount**  
Federal Share: \$209,300  
Recipient Share: \$89,700  
Other Federal Funds: \$0  
Other Funds: \$0  
Total: \$299,000
- 8. **Type of Agreement**  
Grant
- 9. **Authority**  
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”)
- 10. **Procurement Request No.** HSSP230223PR
- 11. **Federal Funds Obligated**  
\$209,300
- 12. **Submit Payment Requests To**  
See article 20.
- 13. **Payment Office**  
See article 20.
- 14. **Accounting and Appropriations Data**  
15X0173E50.0000.055SR10500.5592000000.25305.61006600

**15. Description of Project**

City of Norfolk Multimodal Transportation Action Plan

**RECIPIENT**

**16. Signature of Person Authorized to Sign**

  
 Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Name: Josh Moenning  
 Title: Mayor

**FEDERAL HIGHWAY ADMINISTRATION**

**17. Signature of Agreement Officer**

  
 Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Name: Kyle Griggs  
 Title: Agreement Officer

**U.S. DEPARTMENT OF TRANSPORTATION**

**GRANT AGREEMENT UNDER THE  
FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM**

This agreement is between the [United States Department of Transportation (the “USDOT”)] [Federal Highway Administration (the “FHWA”) and the City of Norfolk (the “Recipient”).

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All (“SS4A”) Grant for the City of Norfolk Multimodal Transportation Action Plan.

The parties therefore agree to the following:

**ARTICLE 1  
GENERAL TERMS AND CONDITIONS**

**1.1 General Terms and Conditions.**

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2022 Safe Streets and Roads for All Grant Program,” dated February 8, 2023, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements>. Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the [FHWA] [USDOT] the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2  
APPLICATION, PROJECT, AND AWARD**

**2.1 Application.**

Application Title: City of Norfolk, NE SS4A Action Plan Grant

Application Date: August 29, 2022

**2.2 Award Amount.**

SS4A Grant Amount: \$209,300

**2.3 Award Dates.**

Period of Performance End Date: See section 6 on Page 1

**2.4 Budget Period**

Budget Period End Date: See section 6 on Page 1

**2.5 Action Plan Grant or Implementation Grant Designation.**

Designation: Action Plan

**2.6 Federal Award Identification Number.** The Federal Award Identification Number is listed on page 1, line 1.

**ARTICLE 3  
SUMMARY PROJECT INFORMATION**

**3.1 Summary of Project's Statement of Work.**

The award will be used by the City of Norfolk to develop a comprehensive safety action plan.

**3.2 Project's Estimated Schedule.**

**ACTION PLAN SCHEDULE**

<b>Milestone</b>	<b>Schedule Date</b>
Planned Draft Action Plan Completion Date:	March 1, 2025
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Planned Action Plan Adoption Date:	August 1, 2025
Planned SS4A Final Report Date:	October 1, 2025

**3.3 Project's Estimated Costs.**

(a) Eligible Project Costs

<b>Eligible Project Costs</b>	
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In-Kind Match:	\$0
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<b>Total Eligible Project Cost:</b>	<b>\$299,000</b>

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<b>Cost Element</b>	<b>Federal Share</b>	<b>Non-Federal Share</b>	<b>Total Budget Amount</b>
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**ARTICLE 4  
RECIPIENT INFORMATION**

**4.1 Recipient's Unique Entity Identifier.**

XQEHHPV3HYU1

**4.2 Recipient Contact(s).**

Anna Allen  
Assistant City Engineer  
City of Norfolk  
309 N 5<sup>th</sup> Street, Norfolk, NE 68701  
402-844-2020  
annaallen@norfolkne.gov

**4.3 Recipient Key Personnel.**

<b>Name</b>	<b>Title or Position</b>
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Jeremy Bohn	GIS Technician

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Transportation Specialist  
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[alison.koch@dot.gov](mailto:alison.koch@dot.gov)

## ARTICLE 5 USDOT ADMINISTRATIVE INFORMATION

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USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition  
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SPECIAL GRANT TERMS**

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- 6.4** There are no other special grant requirements for this award.

**ATTACHMENT A  
PERFORMANCE MEASUREMENT INFORMATION**

**Study Area:** City limits and two-mile extraterritorial jurisdiction area of Norfolk, NE

**Baseline Measurement Date:** April 1, 2024

**Baseline Report Date:** June 1, 2024

**Table 1: Performance Measure Table**

<b>Measure</b>	<b>Category and Description</b>	<b>Measurement Frequency</b>
Equity	<p>Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT.</p> <p>Norfolk has a greater percent of Hispanic or Latino persons than the Nebraska average and a poverty rate 6.8% greater than the Nebraska average and 4.6% greater than the United States average. The action plan will focus on those more likely to use alternative transportation to enhance safety equity benefits for the most vulnerable roadway users.</p>	<p>End of period of performance May 1, 2025</p>
Costs	<p>Project Costs: Quantification of the cost of each eligible project carried out using the grant</p> <p>The project’s action plan is anticipated to evaluate various safety measures and enable the City of Norfolk to perform a cost-benefit analysis of different safety enhancements throughout the study area. This will provide guidance on how to best allocate the project budget in the implementation phase.</p>	<p>End of period of performance May 1, 2025</p>

<b>Measure</b>	<b>Category and Description</b>	<b>Measurement Frequency</b>
Lessons Learned and Recommendations	<p>Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects of strategies to prevent death and serious injury on roads and streets.</p> <p>The action plan is anticipated to provide various lessons learned and recommendations for the City of Norfolk based on data collection, data evaluation, and systemic planning efforts. All project recommendations will be used for future project decision making in the years to come to help make the City of Norfolk a safe community for all.</p>	<p>End of period of performance May 1, 2025</p>

**ATTACHMENT B  
CHANGES FROM APPLICATION**

**INSTRUCTIONS FOR COMPLETING ATTACHMENT B:** Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of this attachment B is to document the differences clearly and accurately in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See section 10.1.

**Scope:** There have been no changes to the project scope since the time of application.

**Schedule:** Application showed a proposed start date of June 1<sup>st</sup>, 2023 and end date of June 1<sup>st</sup>, 2024. The schedule has been updated to show a start date of March 1<sup>st</sup>, 2024 and an end date of October 1<sup>st</sup>, 2025.

**Budget:** There have been no changes to the project budget since the time of application

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
<b>Previously Incurred Costs (Non-Eligible Project Costs)</b>				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
<b>Future Eligible Project Costs</b>				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

**ATTACHMENT C  
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY**

**1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.**

The Recipient states that rows marked with “X” in the following table are accurate:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
X	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the project, will take relevant actions described in the supporting narrative below
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

**2. Supporting Narrative.**

The Recipient has not yet taken actions related to the project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the project, will take relevant actions as further described below.

A report was created from the US Census Bureau listing the population, age and sex, race, population characteristics, housing, education, health, economy, transportation, income, businesses, and geography of the community.

Although there are no Underserved Communities Census Tracts, Norfolk is in Madison County, one of Nebraska's most diverse counties. Norfolk has a greater percent of Hispanic or Latino persons than the Nebraska average and a poverty rate 6.8% greater than the Nebraska average and 4.6% greater than the United States average. The Plan will focus on those more likely to use alternative transportation to enhance safety equity benefits for the most vulnerable roadway users.

The City of Norfolk will partner with diverse groups throughout the community to inform the process including broad membership on the steering committee and participation in workshops, walking tours, and surveys. The process will build community capacity to implement priority recommendations of the Plan. The City of Norfolk will follow the U.S. Department of Labor's Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements and meet the requirements as outlined in the Notice of Funding Opportunity to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color.

The Project will include physical-barrier-mitigating land bridges, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. The Project will include new and improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation.

The Project will support a modal shift in passenger movement to reduce emissions or reduce induced travel demand by making improvements to the North Fork Area Transit system throughout town, making it easier and convenient for passengers to use. The Project will also make improvements to existing bike trails, sidewalks, and crosswalks as well as identify areas of town where trails, sidewalk, and crossings need to be constructed to promote travel by bicycle and walking.

Attachment E:  
Insurance Requirements

**CITY OF NORFOLK, NEBRASKA  
INSURANCE CHECKLIST**

Items marked "X" are required to be provided by your firm.

**Coverages Required**

**Limits** (Figures Denote Minimums)

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> 1. Workers' Compensation &<br><input checked="" type="checkbox"/> 2. Employers' Liability<br><br><input type="checkbox"/> 3. USL&H Endorsement<br><input checked="" type="checkbox"/> 4. General Liability<br><br><input checked="" type="checkbox"/> 5. Premises/Operations<br><br><br><input checked="" type="checkbox"/> 6. Independent Contractors<br><input checked="" type="checkbox"/> 7. Products<br><input checked="" type="checkbox"/> 8. Completed Operations<br><input type="checkbox"/> 9. Contractual Liability<br><input type="checkbox"/> 10. Personal Injury Liability<br><input type="checkbox"/> 11. XCU Coverages<br><input type="checkbox"/> 12. Broad Form P.D.<br><input checked="" type="checkbox"/> 13. Automobile Liability<br><input checked="" type="checkbox"/> 14. Owned, Hired, & Non-owned<br><input type="checkbox"/> 15. Motor Carrier Act End.<br><input type="checkbox"/> 16. Umbrella Liability<br><input type="checkbox"/> 17. Garage Liability<br><br><input type="checkbox"/> 18. Garagekeepers' Legal Liability<br><br><br><input checked="" type="checkbox"/> 19. Professional Liability<br><br><input checked="" type="checkbox"/> 20. City named as additional insured on other than W/C & Auto. This coverage is primary to all other coverages the City may possess.<br><br><input type="checkbox"/> 21. Other Insurance Required:<br><br><input checked="" type="checkbox"/> 22. Forty-five (45) Days Cancellation, non-renewal, material change or coverage reduction notice required. The words "endeavor to" are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.<br><input type="checkbox"/> 23. Best's Guide Rating: "B" VIII or better, or its Equivalent<br><input type="checkbox"/> 24. The Certificate Must State Bid Number and Bid Title<br><input checked="" type="checkbox"/> 25. Medical expense (any one person) \$5,000 minimum | Statutory limits of State of Nebraska<br>\$100,000 accident, \$100,000 disease,<br>\$500,000 policy limit disease<br><br><br>Statutory<br>\$ <u>1,000,000</u> per occurrence<br><br>Items #'s 4-9, & 11, 12 require \$ <u>1,000,000</u><br>combined single limit for bodily injury and<br>property damage each occurrence<br><br>\$ _____ gen. agg., if appl.<br>\$ _____ each off./agg., pers. inj.<br><br>\$ <u>1,000,000</u> Bodily Injury & Property<br>Damage each accident<br><br>\$ _____ BI & PD, & Pers. Inj.<br>\$ _____ BI & PD each occ.<br><br>Indicate Limit \$ _____ - Compr.<br><br>Indicate Limit \$ _____ - Coll.<br>\$ <u>1,000,000</u> per occurrence |
|--|---|

**CONSULTANT STATEMENT**

I understand the Insurance Requirements of these specifications and will comply in full during the life of the contract.

\_\_\_\_\_  
Consultant (Printed Name)

\_\_\_\_\_  
Signature/Date



**REQUEST FOR QUALIFICATIONS (RFQ)**

**ENGINEERING PROFESSIONAL SERVICES**

**FOR**

**MUNICIPAL ENERGY DISTRIBUTION SYSTEM  
ENERGY CONSULTANT SERVICES**

Request for Qualifications Due 2:00 pm October 26, 2023

**Issued By:  
City of Norfolk  
Public Works Department**

**CITY OF NORFOLK NEBRASKA**  
**REQUEST FOR QUALIFICATIONS:**  
**ENERGY CONSULTANT SERVICES**

**Section I - General**

The City of Norfolk 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 Nebraska Public Power District, NPPD and other consulting services related to energy conservation, micro grid development, and alternative energy development.

In 2019, NPPD presented the City with a potential new agreement a "Professional Retail Operations Agreement" (PRO Agreement) that would replace the current Distribution Lease Agreement which was last amended June 6, 2005. This new PRO Agreement would allow for up to 10% renewable energy mix (which the city currently has maximized in a 8.5 MW solar array), allow for increasing the lease payment to the City from 12% to 14%, allow for a Miscellaneous Municipal-Rider option, and make structure and language changes to the current Distribution Lease Agreement.

The City desires to contract with an Energy Consultant to assist the City in structuring and negotiating a new PRO Agreement with NPPD for the retail operation and maintenance of the City's electrical distribution system. The proposed new PRO Agreement needs to ensure the City's electrical distribution system is maintained and upgraded to sustain a better than good condition according to the most current and applicable standards for municipal electrical distribution systems. A new PRO Agreement should also identify and incorporate maintenance and upgrades which may be community specific.

**Section II - Background:**

The City and NPPD (formerly Consumers Public Power District) entered into an agreement titled "Agreement Relating to the Sale of Electric Property and Electric Supply and Distribution" on June 20, 1966. This Agreement was amended on August 16<sup>th</sup> 1971, May 16 1983, February 4<sup>th</sup> 1985, and November 20<sup>th</sup> 1990. The original 1966 agreement as amended was finally terminated via the November 1990 amendment with a termination effective date of January 1, 1991. The November 1990 amendment also approved a Distribution System Lease Agreement with Wholesale Power Contract. This new agreement has been amended three times, July 1<sup>st</sup> 1993, February 2<sup>nd</sup> 2002, and June 6<sup>th</sup> 2005. The second amendment, (February 2, 2002) separated the Distribution Lease Agreement and Wholesale Power Contract into two separate agreements. The second amendment also established the following agreement term:

"This agreement shall become effective on January 1, 1991 and shall continue in force for an initial term of twenty-five (25) years until January 1, 2016, and shall be renewed for a term of fifteen (15) years commencing on January 1, 2016 and continuing until January 1, 2031, unless terminated on an anniversary thereof by at least five (5) years prior written notice given by either party to the other, which notice can be given at any time on and after July 1, 2010, during

the initial term hereof or anytime during the renewal hereof; provided, however, upon any such termination of this agreement at the end of the initial term or during the renewed term, pursuant to this Article I, the City agrees to continue to take services from NPPD under NPPDs standard Wholesale Power Contract in effect at the time of such termination for other customers of NPPD under similar conditions of service modified to include the provisions of Article XII Privatization, which contract shall remain in effect for a term of 10 years after such termination or through December 31, 2030, whichever ever comes first. Should City give NPPD notice of early termination, NPPD agrees to surrender the City's Distribution System to City at the end of the five (5) years notice period. In the event that NPPD is privatized (ie. It is converted into a taxable, non-public power entity) the City shall have the right to immediately terminate this agreement, or any subsequent Wholesale Power Contract between the City and NPPD".

Based on the dates provided in the paragraph above the City needs to engage with NPPD in the negotiation of a new PRO Agreement or make a decision to terminate the existing lease agreement per the time frames noted in the clause above.

### **Section III - Statement of Work**

#### **A. The independent consultant will assist the City with the following:**

1. Review the City's options for management of its energy distribution system and provide the City with a brief report of those options.
2. Review the current Distribution Lease Agreement and Wholesale Power Contract
3. Review the proposed Professional Retail Operations Agreement and related options and riders
4. Meet with City staff and elected officials to discuss the current contracts and proposed Pro Agreement
5. Based on feed back from City staff and elected officials, develop recommendations for contract language and structure to include in a new Pro Agreement. Recommendations should be consistent with current industry standards for the retail operation, maintenance, and build out of the City's energy distribution system.
6. The City has the following specific needs to be discussed/included in a new agreement. These will be vetted by the consultant and may be modified or added to by the consultant following the consultants review of existing and proposed contracts/agreements.
  - a. A step up clause during the term of the agreement for increasing the percentage of renewable energy mix allowed by the agreement
  - b. Support for renewable energy projects outside the City's current 10% renewable cap either owned by the City or NPPD. These may be for economic development purposes or to increase the City's use of renewable energy behind the meter. NPPD has provided potential contract language for a Renewable Energy Participation Program that may meet these requirements.
  - c. A term for a new PRO Agreement that is ten or fifteen years rather than twenty (20) years or more.
  - d. Assurances that the distribution system is maintained in excellent repair.
  - e. Specific maintenance standards and benchmarks need to be referenced in the contract and the contract should refrain from using vague or subjective standards for maintenance and upgrade of the system.
  - f. A system Condition Assessment report prepared by an independent consultant (Selected by the City) on a three (3-5) year frequency

- g. City ability to negotiate system improvements based on the findings in the System Condition Assessment report.
  - h. Regular reports from NPPD on the operational status of the system. A report card per say of the quarterly operations.
  - i. Requirement for the relocation of one half to one mile per year of overhead power to underground power during the term of the contract including any amendments.
7. Draft recommend language for a new PRO Agreement and meet with City staff and elected officials to review recommended contract language.
  8. Provide an analysis/comparison/assessment of a new PRO Agreement along with the City's options in lieu of a new PRO Agreement.
  9. Present a recommendation for a proposed new PRO Agreement to City staff and/or answer any questions City staff and elected officials may have during the decision making process
  10. Work with City staff to negotiate preferred PRO Agreement terms.
  11. Be available for questions from City Staff or the City Council during the procurement of a new distribution lease agreement.

**B. The energy consultant may be asked to perform the following services during the term of the contract as additional scope items.**

1. Analyze peak hours of City facility electricity usage.
2. Advise on energy reduction projects, demand response programs, and alternative energy projects for consideration by the City.
3. Analyze the potential for Micro Grid projects
4. Make recommendations concerning possible energy reduction/cost-saving measures.
5. Provide assistance with grants related to renewable energy, energy reduction, micro grids, and EV infrastructure.

**Section IV - Statement of Qualifications – Required Information**

**A. Confirmation of Independence**

1. In order to be considered for selection, all responders must have a section in their response package that addresses the issue of independence /conflict of interest.
2. Failure to address this issue will be cause for disqualification.
3. The following items will be reviewed and should be confirmed in the submittal:
  - a. The respondent or his/her firm does not engage in the sale of energy.
  - b. The respondent must disclose any potential conflict of interest(s).
  - c. The respondent and/ or his/her firm must show experience and knowledge of the energy distribution and retail operation industry in an independent manner outside of any retail energy provider(s).
  - d. Attachment A should be submitted in conjunction with this information.

**B. Statements of Qualification submittals should address and document the following criteria:**

1. *Documentation of relevant experience- (40 points):*
  - a. Experience in negotiating contracts for counties, cities, schools, & other entities that operate and manage their energy distribution system: identify the entities you have done this work for.

- b. List of 3 references with contact information where the proposed consultant has assisted in retail operations and management of an energy distribution system.  
(Attachment A)
2. *Documentation showing a capacity to perform- (35 points):*
  - a. Provide resumes on key personnel that have more than 5 years of experience working in energy markets.
  - b. Identification of who will be assigned to the City's account; include the qualifications; and agree to notify the City of any changes.
3. *A statement demonstrating a knowledge of rules, regulations, codes and other information- (15 points)*
  - a. Knowledge of Nebraska Rules and regulation related to the retail operation and maintenance of a municipal energy distribution system
  - b. Provide written information communicating your knowledge of rules, regulations, codes and other information.
4. *A statement demonstrating the understanding and capacity to bring suggestions and ideas for energy saving within the City energy use- (10 points)*
  - a. Identify some of the more traditional savings efforts you can coordinate with City.
  - b. Be able to propose other non-traditional ideas and/or efforts that may result in reduced energy consumption and/or reduced energy costs.

**C. Additional information may be requested**

1. Qualifiers may be asked to interview/present with the City's Evaluation Committee.
2. Any cost associated with the preparation of the RFQ's or for the interview process is the sole responsibility of the consultant.

**Section V- Price Consideration**

**A. General Services (as identified in Section III)**

1. City expects to negotiate a fee structure with the consultant after the consultant has been ranked by the City and after a complete list of deliverables is agreed upon.
2. Consultant shall provide a range of the total cost they believe Section A III will require to complete.

Deadline for questions is **5:00 PM, Thursday October 12<sup>th</sup>, 2023.**

Questions should be directed to [srames@norfolkne.gov](mailto:srames@norfolkne.gov)

Deadline to respond to RFQ is **2:00 PM, Thursday, October 26, 2023.**

Electronic RFQ submittals responses shall be sent to: [ksvitak@norfolkne.gov](mailto:ksvitak@norfolkne.gov)

Written responses will be received by the City Clerks Office at:

Norfolk City Hall, 309 N. 5<sup>th</sup> Street, Norfolk, Nebraska 68701

**Attachment A**

RFQ Title: City of Norfolk – Energy Consultant Services

Proposer's Name: \_\_\_\_\_

**REFERENCES**

Please list three (3) references of current/past clients who can verify the quality of service your company provides. *THIS FORM MUST BE RETURNED WITH YOUR RFQ.*

**REFERENCE ONE** Government/Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Contact Person and  
Title: \_\_\_\_\_ Phone: e-mail address:  
\_\_\_\_\_ Contract Period:  
\_\_\_\_\_  
Scope of Work: \_\_\_\_\_

**REFERENCE TWO** Government/Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Contact Person and  
Title: \_\_\_\_\_ Phone: e-mail address:  
\_\_\_\_\_ Contract Period:  
\_\_\_\_\_  
Scope of Work: \_\_\_\_\_

**REFERENCE THREE** Government/Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Contact Person and  
Title: \_\_\_\_\_ Phone: e-mail address:  
\_\_\_\_\_ Contract Period:  
\_\_\_\_\_  
Scope of Work: \_\_\_\_\_

For Office Use Only	Date Rec'd <u>7-17-23</u>
	Fee \$ <u>320.00</u>
	Rec'd by <u>VP</u>

**SUBDIVISION APPLICATION**

Name of Subdivision: Leon's Addition to the City of Norfolk, Madison County, Nebraska

Preliminary  Final

Applicant: Jose R. Leon Topete & Odilia Leon 111 E Klug Ave., Norfolk  
Name Address

Phone Email

\*If applicant is an LLC, a copy of the operating agreement must be submitted with the application.

Contact: Juan Alvarez (Contractor)  
(other than Name Address  
Applicant) 402-649-5867 grejofra@icloud.com

Phone Email

Current Zoning: R-3

General Location/Address: 111 E Klug Ave., Norfolk

Legal Description: Lot 5, Block 2, Klug's Addition to City of Norfolk, Madison County, NE

Tax ID: 590077277

Property Area, Square Feet and/or Acres: 11,669 sq.ft.

Jose Leon  
Signature of Owner  
Jose R. Leon Topete  
Printed Name of Owner

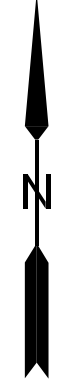
OR

\_\_\_\_\_  
Authorized Agent  
Odilia Leon  
Printed Name of Authorized Agent

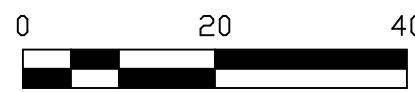




Proj. No. 2023-42



- Legend
- Pipe Found
  - Pin Set
  - P Platted Dist.
  - M Measured Dist.
  - Property Line
  - Lot Line
  - Building Setback Line
  - Utility Easement Line
  - Building Line
  - Section Line
  - Quarter Line
  - 1/16th Line
  - Block Line
  - Centerline of Railroad Line
  - Railroad R.O.W. Line



Notes:

- 1) Bearings are based on Grid North (US/NAD83/NE Datum) based on direct observation using G.P.S. equipment on the HPRTK Network.
- 2) Distances shown on the Plat are Horizontal Ground Distances.
- 3) A Five (5) Foot sidewalk shall be constructed by the owner on the street side or sides of each lot in the addition abutting on a platted street as provided for by Ordinance No. 5617 of the City of Norfolk passed and approved on June 3, 2019.

Lot	Area	Address
One	5,580 sq. ft.	111 E Klug Avenue
Two	6,089 sq. ft.	503 Oak Street

Surveyors Statement

I, LaVern F. Schroeder, Registered Land Surveyor in the State of Nebraska, have made a survey of LEDN'S ADDITION to the City of Norfolk, Madison County, Nebraska. Said Addition being a Subdivision of Lot 5, Block 2, Klug's First Addition to the City of Norfolk, Madison County, Nebraska; that the Plat attached hereto is the original, accurate, true and correct plat of said LEDN'S ADDITION to the City of Norfolk, Madison County, Nebraska; that said plat accurately and correctly reflects all of the lots, blocks, streets, avenues, alleys, parks, commons, and other grounds in said LEDN'S ADDITION to the City of Norfolk, Madison County, Nebraska, all of which are correctly designated and shown on the attached plat; that I surveyed and platted said LEDN'S ADDITION to the City of Norfolk, Madison County, Nebraska, consisting of Lots One and Two at the instance and request of the owner.

The tract of land comprising said Addition is more particularly described as follows: Lot 5, Block 2, Klug's First Addition to the City of Norfolk, Madison County, Nebraska.

I hereby state that I have executed this instrument on this 19th day of June, 2023.

LaVern F. Schroeder  
Registered Land Surveyor #312

Owners Certificate

We, the undersigned, sole owners of the real estate described in the Surveyors Statement, have caused said real estate to be platted into Lots One and Two, to be known hereinafter as LEDN'S ADDITION to the City of Norfolk, Madison County, Nebraska. Said Addition being a Subdivision of Lot 5, Block 2, Klug's First Addition to the City of Norfolk, Madison County, Nebraska; do hereby dedicate the streets, avenues, drives, roads, and alleys and other public grounds to the use and benefit of the public and provided further are easements as shown on this plat.

Jose R. Leon Topete \_\_\_\_\_ Dalia Leon \_\_\_\_\_

State of Nebraska)  
County of Madison)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Jose R. Leon Topete & Dalia Leon.

My commission expires: \_\_\_\_\_ (Signature)  
Notary Public \_\_\_\_\_ (Printed)

Consent of Lienholder

I, \_\_\_\_\_ (title) of BankFirst, being a lienholder of the described tract of land, hereby approve and agree to the platting of LEDN'S ADDITION to the City of Norfolk, Madison County, Nebraska, on this \_\_\_\_ day of \_\_\_\_\_, 2023, on behalf of said BankFirst.

\_\_\_\_\_  
(Signature) \_\_\_\_\_ (Print), \_\_\_\_\_ (title) of BankFirst

State of Nebraska)  
County of \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_ (title) of BankFirst.

My commission expires: \_\_\_\_\_ (Signature)  
Notary Public \_\_\_\_\_ (Print)

APPROVAL

The foregoing and within plat, dedication and instrument was approved by the Planning Commission of the City of Norfolk, Madison County, Nebraska on this \_\_\_\_ day of \_\_\_\_\_, 2023.

Dan Spray  
Chairman

APPROVAL

The foregoing and within plat, dedication and instrument was approved by the Honorable Mayor of the City of Norfolk, Madison County, Nebraska, by resolution duly passed on this \_\_\_\_ day of \_\_\_\_\_, 2023.

Attest: Brianna Duerst \_\_\_\_\_ Josh Moening \_\_\_\_\_  
City Clerk Mayor

WAIVER

We, Jose R. Leon Topete and Dalia Leon are the owners of the real estate described hereon and hereby waive any right of claims as a result of damages occasioned by the establishment of grades or alterations of the surface.

Jose R. Leon Topete \_\_\_\_\_ Dalia Leon \_\_\_\_\_

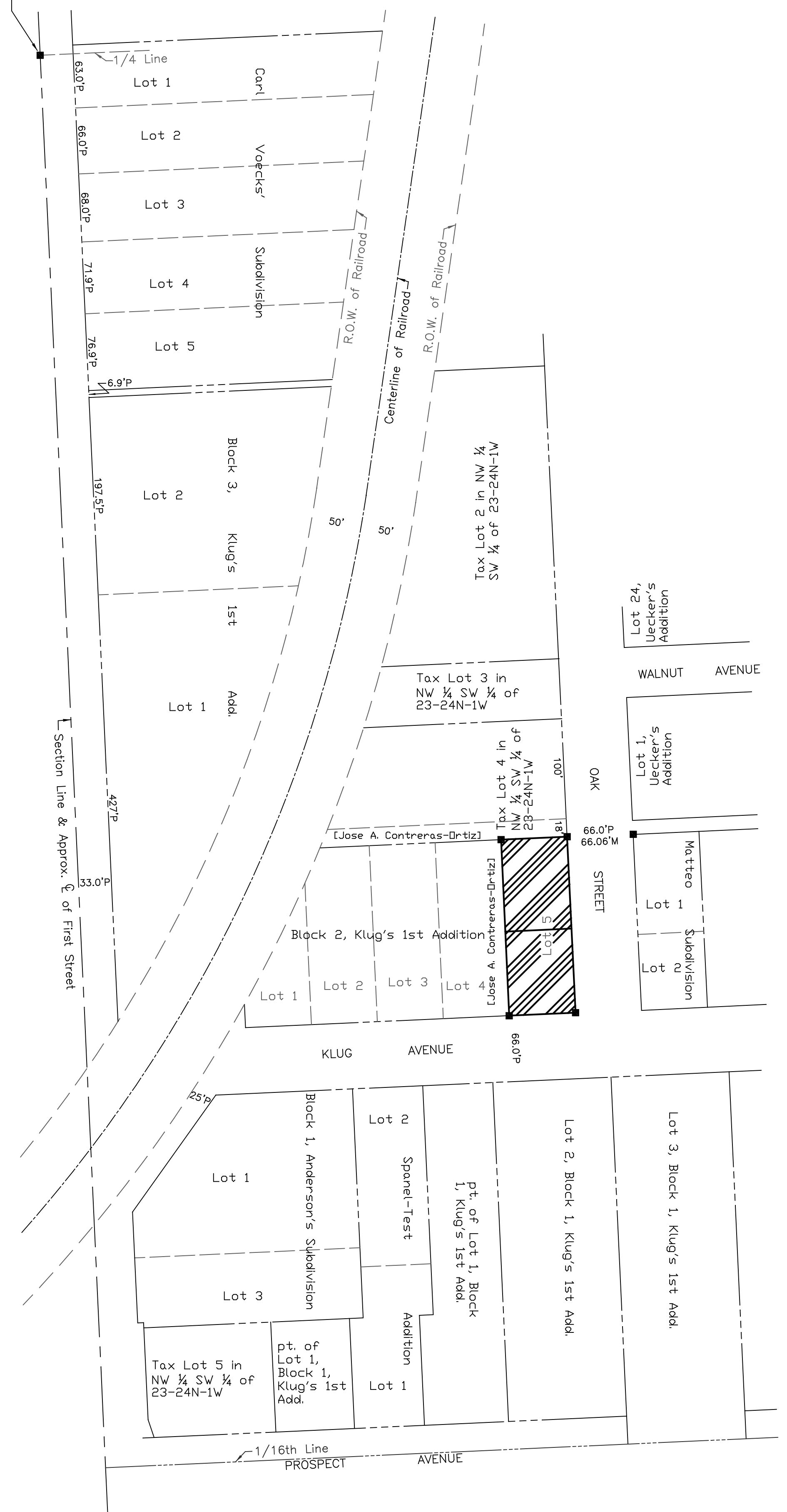
State of Nebraska)  
County of Madison)

This is to certify that this instrument was filed for record by the Register of Deeds Office at \_\_\_\_\_ M on this \_\_\_\_ day of \_\_\_\_\_, 2023.

Diane Nykodym  
Register of Deeds

GENERAL LAYOUT  
Scale: 1" = 80'

West 1/4 Corner  
Section 23, Twp. 24 N, Rge. 1 W  
Found 1" pipe in centerline of First  
Street as per my 2020 survey  
51.86' NW to PK nail  
30.17' W-NW to PK nail  
32.58' NE to PK nail  
69.29' NE to PK nail





August 22, 2023

Honorable Mayor  
and  
City Council

Dear Mayor and Council:

On August 22, 2023 the Norfolk Planning Commission reviewed the final plat of Leon's Addition.

All items required for the final plat approval have been submitted and reviewed by the City Engineer.

The Planning Commission recommends approval of the request with a 7-0 vote.

Sincerely,



Dirk Waite, Vice-Chair  
Norfolk Planning Commission

City of Norfolk, 309 N. 5<sup>th</sup> Street, Norfolk, Nebraska 68701

RESOLUTION NO. 2023-54

WHEREAS, the following described real property is located within the City of Norfolk or within the extraterritorial area in which the City exercises zoning jurisdiction, to wit:

Lot 5, Block 2, Klug's First Addition to the City of Norfolk, Madison County, Nebraska.

WHEREAS, said property is owned by Jose R. Leon Topete & Odilia Leon, husband and wife; and

WHEREAS, the owner of the above described property is desirous of platting the property pursuant to the laws of the State of Nebraska and the City of Norfolk; and

WHEREAS, a plat has been prepared in anticipation of platting the above described property.

NOW, THEREFORE, in consideration of the foregoing recitals, the Mayor and City Council of the City of Norfolk, Nebraska, hereby adopt the following Resolution:

BE IT RESOLVED by the Mayor and City Council of the City of Norfolk, Nebraska, that the final plat of Leon's Addition, City of Norfolk, Madison County, Nebraska, duly made, acknowledged and certified, be and the same are hereby approved and ordered filed and recorded in the office of the Register of Deeds of Madison County, Nebraska.

BE IT FURTHER RESOLVED that the above described property shall hereinafter be legally described as set forth and depicted on the final plat being approved hereunder.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

\_\_\_\_\_  
Josh Moenning, Mayor

\_\_\_\_\_  
Brianna Duerst, City Clerk

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

**Do not recreate or revise the pages of this document**, as revisions and recreations will not be accepted. Failure to **return both pages of the original document** by the filing deadline (October 31, 2023) may result in the suspension of Highway Allocation funds until the documents are filed.

**RESOLUTION**

**SIGNING OF THE  
MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE  
2023**

Resolution No. 2023-56

**Whereas:** State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requires an annual certification of program compliance to the Nebraska Board of Public Roads Classifications and standards; and

**Whereas:** State of Nebraska Statute, section 39-2120 also requires that the annual certification of program compliance by each municipality shall be signed by the Mayor or Village Board Chairperson and shall include the resolution of the governing body of the municipality authorizing the signing of the certification.

**Be it resolved** that the Mayor  Village Board Chairperson  of \_\_\_\_\_  
(Check one box) (Print name of municipality)  
is hereby authorized to sign the Municipal Annual Certification of Program Compliance.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ Nebraska.  
(Month)

City Council/Village Board Members

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

City Council/Village Board Member \_\_\_\_\_  
Moved the adoption of said resolution  
Member \_\_\_\_\_ Seconded the Motion  
Roll Call: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Abstained \_\_\_\_\_ Absent  
Resolution adopted, signed, and billed as adopted.

Attest:

\_\_\_\_\_  
(Signature of Clerk)

**Do not recreate or revise the pages of this document**, as revisions and recreations will not be accepted. Failure to **return both pages of the original document** by the filing deadline (October 31, 2023) may result in the suspension of Highway Allocation funds until the documents are filed.

**MUNICIPAL  
ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE  
TO  
NEBRASKA BOARD OF PUBLIC ROADS CLASSIFICATIONS  
AND STANDARDS  
2023**

In compliance with the provisions of the State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requiring annual certification of program compliance to the Board of Public Roads

Classifications and Standards, the City  Village  of \_\_\_\_\_  
(Check one box) (Print name of municipality)

hereby certifies that it:

- ✓ has developed, adopted, and included in its public records the plans, programs, or standards required by sections 39-2115 and 39-2119;
- ✓ meets the plans, programs, or standards of design, construction, and maintenance for its highways, roads, or streets;
- ✓ expends all tax revenue for highway, road, or street purposes in accordance with approved plans, programs, or standards, including county and municipal tax revenue as well as highway-user revenue allocations;
- ✓ uses a system of revenue and costs accounting which clearly includes a comparison of receipts and expenditures for approved budgets, plans, programs, and standards;
- ✓ uses a system of budgeting which reflects uses and sources of funds in terms of plans, programs, or standards and accomplishments;
- ✓ uses an accounting system including an inventory of machinery, equipment, and supplies;
- ✓ uses an accounting system that tracks equipment operation costs;
- ✓ has included in its public records the information required under subsection (2) of section 39-2520; and
- ✓ has included in its public records a copy of this certification and the resolution of the governing body authorizing the signing of this certification by the Mayor or Village Board Chairperson.

\_\_\_\_\_  
Signature of Mayor  Village Board Chairperson  (Required)

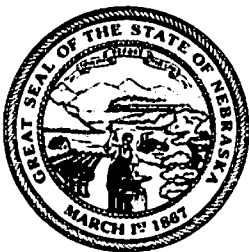
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Signature of City Street Superintendent (Optional)

\_\_\_\_\_  
(Date)

**Return the completed original signing resolution and annual certification of program compliance by October 31, 2023 to:**

Nebraska Board of Public Roads Classifications and Standards  
PO Box 94759  
Lincoln NE 68509



City of Norfolk, Nebraska  
 Engineering Division  
 c/o Anna Allen  
 309 North 5<sup>th</sup> Street  
 Norfolk, Nebraska 68701

<b>Date:</b>	
<b>Project Name:</b>	City of Norfolk – Michigan Avenue and 8 <sup>th</sup> Street Reconstruction
<b>City Project #:</b>	
<b>Tract #:</b>	O
<b>Parcel Address:</b>	

**PERMANENT EASEMENT**

***KNOW ALL MEN BY THESE PRESENTS:***

THAT **JNS Properties, LLC, A South Dakota Limited Liability Company**, hereinafter referred to as "OWNER," (whether one or more) for and in consideration of the sum of ***ONE and NO/100 DOLLARS (\$1)*** and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the **CITY of NORFOLK, NEBRASKA, a Municipal Corporation**, hereinafter referred to as "CITY," and to its successors and assigns, a Permanent Easement for the purpose of sidewalk construction and grading, utility installation and appurtenances thereto, and the subsequent maintenance of the same on the parcel of land described as follows, to-wit:

The West Half of Lot 24, Block 5, of C B Durland’s Second Addition to the City of Norfolk, Madison County, Nebraska.

The permanent easement location is further described as follows, to-wit:

***THAT PART OF THE WEST HALF OF LOT 24, BLOCK 5, C.B. DURLAND'S 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF LOT 24, BLOCK 5, C.B. DURLAND'S 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA;  
 THENCE S01°56'26"E, A DISTANCE OF 5.00 FEET;  
 THENCE S87°54'16"W, A DISTANCE OF 44.02 FEET;  
 THENCE N02°05'44"W, A DISTANCE OF 5.00 FEET;  
 THENCE N87°54'16"E ALONG THE NORTH LINE OF SAID LOT 24, A DISTANCE OF 44.02 FEET TO THE POINT OF BEGINNING.  
 CONTAINING 220 SQUARE FEET MORE OR LESS.***

**SEE ATTACHED  
PERMANENT EASEMENT EXHIBIT 'A'**

It is further agreed as follows:

1. That this permanent easement is perpetual and runs with title to the land and shall be binding on the parties hereto, their successors in interest in the real estate, heirs, successors, personal representatives and assigns.
2. That this permanent easement is granted upon the condition that the CITY will remove or cause to be removed all presently existing improvements thereon, including but not limited to crops, vines, gardens, lawns, fences, and trees within the easement area as necessary for construction.
3. That the CITY shall cause any trench made on said easement area to be properly backfilled and shall restore any surfaces damaged due to the construction project to conditions similar to the condition existing prior to construction, including fencing and seeding, but excluding crops, vines, gardens, or trees. An exception to this general restoration obligation is for grading improvements made for the purposes of conformity with project plans (which may result in a permanent grade change).
4. That this permanent easement is also for the benefit of any contractor, agent, employee, public utility company and representative of the CITY in any of said construction work.
5. That the OWNER, shall fully use and enjoy the aforesaid premises, except as to the rights herein granted. The OWNER, its successors and assigns, covenants and agrees that no buildings, structures or permanent improvements of any kind whatsoever shall be erected or placed in, on, or, over or across the easement area described in this agreement, unless otherwise approved by the CITY.
6. That the OWNER for themselves and any successor in interest does confirm to the CITY and its assigns, including public utility companies and their assigns, that the OWNER is well seized in fee of the above described property and that they have the right to grant this permanent easement, and that they and their successors in interest, shall warrant and defend this permanent easement to said CITY and its assigns including public utility companies and their assigns against claims and demands that might be brought by others.
7. It is agreed and understood that the CITY is hereby granted an immediate right of entry upon the premises described above.
8. That this permanent easement is intended for use as a public sidewalk, and, as such, will have frequent and ongoing public pedestrian traffic.
9. That this instrument contains the entire agreement of the parties; and that there are no other or different agreements or understandings, except a Temporary Easement, Right of Way Agreement and Acceptance, and/or Purchase Agreement, if applicable, between the OWNER and the CITY or its agents and that the OWNER, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the CITY or its agents or employees except as are set forth herein.
10. This contract shall be binding on both parties as soon as it is executed.

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Page 2 of 5

Permanent Easement  
Project Name: Michigan Avenue and 8<sup>th</sup> Street Reconstruction Project  
Tract # O



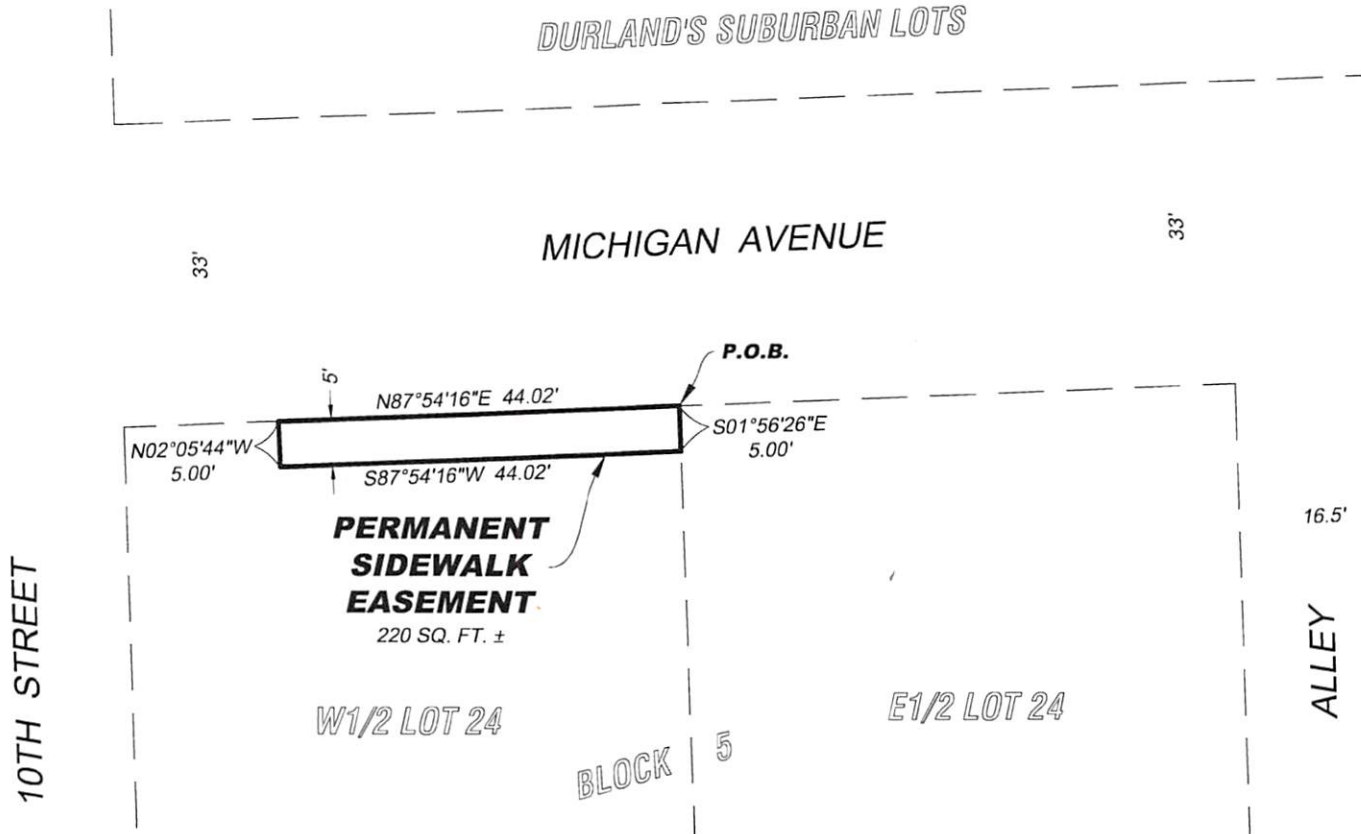




# EXHIBIT A

## PERMANENT SIDEWALK EASEMENT

**IN THE W1/2 OF LOT 24, BLOCK 5,  
 C.B. DURLAND'S 2ND ADDITION, CITY OF NORFOLK,  
 MADISON COUNTY, NEBRASKA**



### LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- PROPOSED EASEMENT
- - - EXISTING LOT LINE

### LEGAL DESCRIPTION

THAT PART OF THE WEST HALF OF LOT 24, BLOCK 5, C.B. DURLAND'S 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF LOT 24, BLOCK 5, C.B. DURLAND'S 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA;  
 THENCE S01°56'26"E, A DISTANCE OF 5.00 FEET;  
 THENCE S87°54'16"W, A DISTANCE OF 44.02 FEET;  
 THENCE N02°05'44"W, A DISTANCE OF 5.00 FEET;  
 THENCE N87°54'16"E ALONG THE NORTH LINE OF SAID LOT 24, A DISTANCE OF 44.02 FEET TO THE POINT OF BEGINNING.  
 CONTAINING 220 SQUARE FEET MORE OR LESS.

*Kim L. McLaury*

SCALE: 1 INCH = 20 FEET



502 W. MADISON AVE.  
 NORFOLK, NE 68701  
 (402) 316-2625  
 mclauryengineering.com

PAGE:	1 OF 1
SCALE:	1" = 20'
PROJECT NO.:	42220603
DRAWN BY:	JPK 03/10/23
SURVEY CREW:	JPG 09/06/19

City of Norfolk, Nebraska  
Engineering Division  
c/o Anna Allen  
309 North 5<sup>th</sup> Street  
Norfolk, Nebraska 68701

FOR OFFICE USE ONLY	
Date:	
Project Name:	City of Norfolk – Michigan Avenue and 8 <sup>th</sup> Street Reconstruction
City Project #:	130006
Tract #:	P
Parcel Address:	907 West Michigan Avenue, Norfolk, NE 68701

## TEMPORARY CONSTRUCTION EASEMENT

### **KNOW ALL MEN BY THESE PRESENTS:**

THAT JNS Properties, LLC, a South Dakota Limited Liability Company, hereinafter referred to as "OWNER," (whether one or more) for and in consideration of the sum of ONE and NO/100 DOLLARS (\$1) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the CITY of NORFOLK, NEBRASKA, a Municipal Corporation, hereinafter referred to as "CITY," and to its successors and assigns, a Temporary Easement for the right to enter upon and use for working space for the reconstruction of WEST MICHIGAN AVENUE AND 8<sup>TH</sup> STREET PROJECT, and appurtenances thereto, the parcel of land described as follows, to-wit:

The West Half of Lots 23 and 24, Block 5, of C.B. Durland's Second Addition to the City of Norfolk, Madison County, Nebraska.

The temporary easement location is further described as follows, to-wit:

**THAT PART OF THE WEST HALF OF LOT 24, BLOCK 5, C.B. DURLANDS 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF LOT 24, BLOCK 5, C.B. DURLANDS 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA;  
THENCE S01°56'26"E, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING;  
THENCE CONTINUING S01°56'26"E, A DISTANCE OF 5.00 FEET;  
THENCE S87°54'16"W, A DISTANCE OF 43.99 FEET;  
THENCE N02°05'44"W, A DISTANCE OF 5.00 FEET;  
THENCE N87°54'16"E, A DISTANCE OF 44.00 FEET TO THE POINT OF BEGINNING.  
CONTAINING 220 SQARE FEET MORE OR LESS.**

Page 1 of 5

Temporary Easement  
Project Name: Michigan Avenue and 8<sup>th</sup> Street Reconstruction Project  
Tract #P

**SEE ATTACHED  
TEMPORARY EASEMENT EXHIBIT 'A'**

It is further agreed as follows:

- 1) That this temporary easement runs with the land and terminates thirty (30) days after the improvement is completed, with the total duration of actual use of this temporary construction easement not to exceed One (1) year(s) or 365 calendar days from the date construction begins.
- 2) That this temporary easement is granted upon the condition that the CITY will remove or cause to be removed all presently existing improvements thereon, including but not limited to crops, vines, gardens, lawns, fences, and trees within the easement area as necessary for construction.
- 3) That the CITY shall cause any trench made on said easement area to be properly backfilled and shall restore any surfaces damaged due to the reconstruction project to conditions similar to the condition existing prior to construction, including fencing and seeding, but excluding crops, vines, gardens, or trees. An exception to this general restoration obligation is for grading improvements made for the purposes of conformity with project plans (which may result in a permanent grade change).
- 4) That this temporary easement is also for the benefit of any contractor, agent, employee, public utility company and representative of the CITY in any of said construction work.
- 5) That the OWNER for themselves and any successor in interest does confirm to the CITY and its assigns, including public utility companies and their assigns, that the OWNER is well seized in fee of the above described property and that they have the right to grant this temporary easement, and that they and their successors in interest, shall warrant and defend this temporary easement to said CITY and its assigns including public utility companies and their assigns against claims and demands that might be brought by others.
- 6) It is agreed and understood that the CITY is hereby granted an immediate right of entry upon the premises described above.
- 7) That this instrument contains the entire agreement of the parties; and that there are no other or different agreements or understandings, except a Right of Way Agreement and Acceptance, Permanent Easement, and/or Purchase Agreement, if applicable, between the OWNER and the CITY or its agents; and that the OWNER, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the CITY or its agents or employees.
- 8) This contract shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this contract shall terminate upon the payment of \$1.00 by the CITY to the OWNER.

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Page 2 of 5

Temporary Easement  
Project Name: Michigan Avenue and 8<sup>th</sup> Street Reconstruction Project  
Tract #P



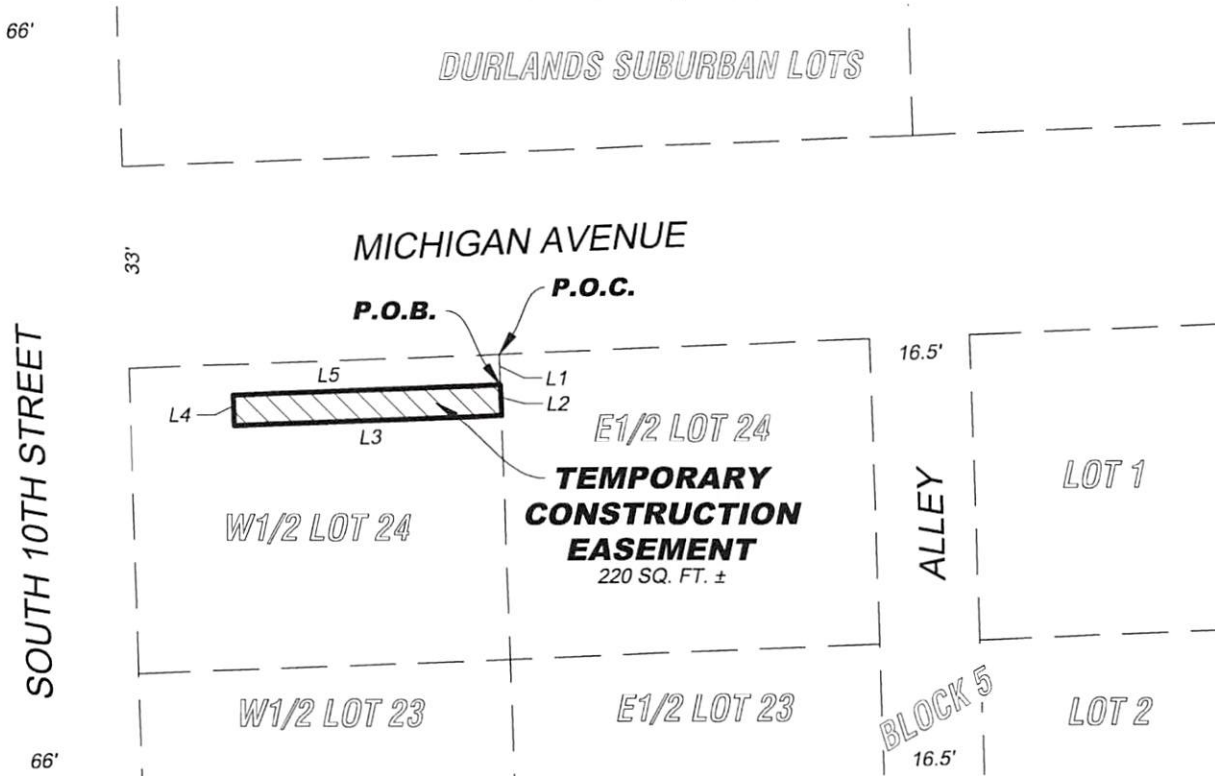




# EXHIBIT A

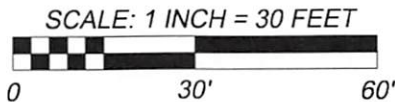
## TEMPORARY CONSTRUCTION EASEMENT

**IN THE WEST HALF OF LOT 24, BLOCK 5,  
 C.B. DURLANDS 2ND ADDITION, CITY OF NORFOLK,  
 MADISON COUNTY, NEBRASKA**



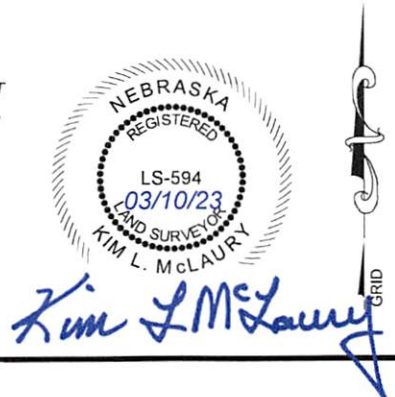
### LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- PROPOSED EASEMENT
- EXISTING LOT LINE



### LEGAL DESCRIPTION

THAT PART OF THE WEST HALF OF LOT 24, BLOCK 5, C.B. DURLANDS 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF LOT 24, BLOCK 5, C.B. DURLANDS 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA;  
 THENCE S01°56'26"E, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING;  
 THENCE CONTINUING S01°56'26"E, A DISTANCE OF 5.00 FEET;  
 THENCE S87°54'16"W, A DISTANCE OF 43.99 FEET;  
 THENCE N02°05'44"W, A DISTANCE OF 5.00 FEET;  
 THENCE N87°54'16"E, A DISTANCE OF 44.00 FEET TO THE POINT OF BEGINNING.  
 CONTAINING 220 SQUARE FEET MORE OR LESS.



LINE TABLE		
NAME	LENGTH	DIRECTION
L1	5.00'	S01°56'26"E
L2	5.00'	S01°56'26"E
L3	43.99'	S87°54'16"W
L4	5.00'	N02°05'44"W
L5	44.00'	N87°54'16"E



502 W. MADISON AVE.  
 NORFOLK, NE 68701  
 (402) 316-2625  
 mclauryengineering.com

PAGE:	1 OF 1
SCALE:	1" = 30'
PROJECT NO.:	42220603
DRAWN BY:	JPK 03/10/23
SURVEY CREW:	JPG 09/06/19



309 N 5th St  
Norfolk, NE 68701  
P402-844-2280 F402-844-2028  
www.norfolkne.gov

For Office Use Only	Date Rec'd	8-7-23
	Fee	\$ 325.00
	Rec'd by	VP

**ZONING CHANGE APPLICATION**

Applicant: JFT Inc 206 W. Cedar Ave..  
 Name Address  
402.992.3186 trishgreytg4@gmail.com  
 Phone Email

\*If applicant is an LLC, a copy of the operating agreement must be submitted with the application.

Contact: Stacy Sullivan  
 (other than Stacy Sullivan  
 applicant) (402) 922-598 Stacy@keytosolutions.com  
(402) 920-3383 stbrock016@gmail.com  
 Phone Email

Current Zoning: R-2 Proposed Zoning: R-3  
 \*If applying for M-U (Mixed Use) District, a copy of the plan must be submitted with the application.

Location of Property: 922 S. 4th St.

Legal Description: Rosewalk Fourth Addition, Lot 6, Block 4

Property Area, Square feet and/or Acres: 11,136 SF

Use of Adjoining Properties:  
 North: Residential East: Residential South: Residential West: Residential

Authentisign  
Trisha Grey  
 8/1/2023 2:27:58 PM CDT  
 Signature of Owner

Authorized Agent

Trisha Grey  
Printed Name of Owner

OR

Printed Name of Authorized Agent

Return Completed forms to: Norfolk Planning Department; 309 N 5th Street; Norfolk, NE 68701



309 N 5<sup>th</sup> St  
Norfolk, NE 68701  
P402-844-2280 F402-844-2028  
www.norfolkne.gov

**ZONING CHANGE  
JUSTIFICATION FORM**

1. What type of development does the Norfolk Comprehensive Plan recommend for this area?

Single family

2. Does the zone change request conform to the Comprehensive Plan?

No

3. Is the proposed property in the Floodplain hazard area as delineated under the Federal Flood Insurance program?

No

4. What is the justification for the zone change as it relates to the overall Land Use?

Already R2 zone. Would like to add 1 more unit

5. How would this zoning district conform with adjacent properties' zoning?

R3 zoning in within 1/2 blocks

6. What is the general character of the area?

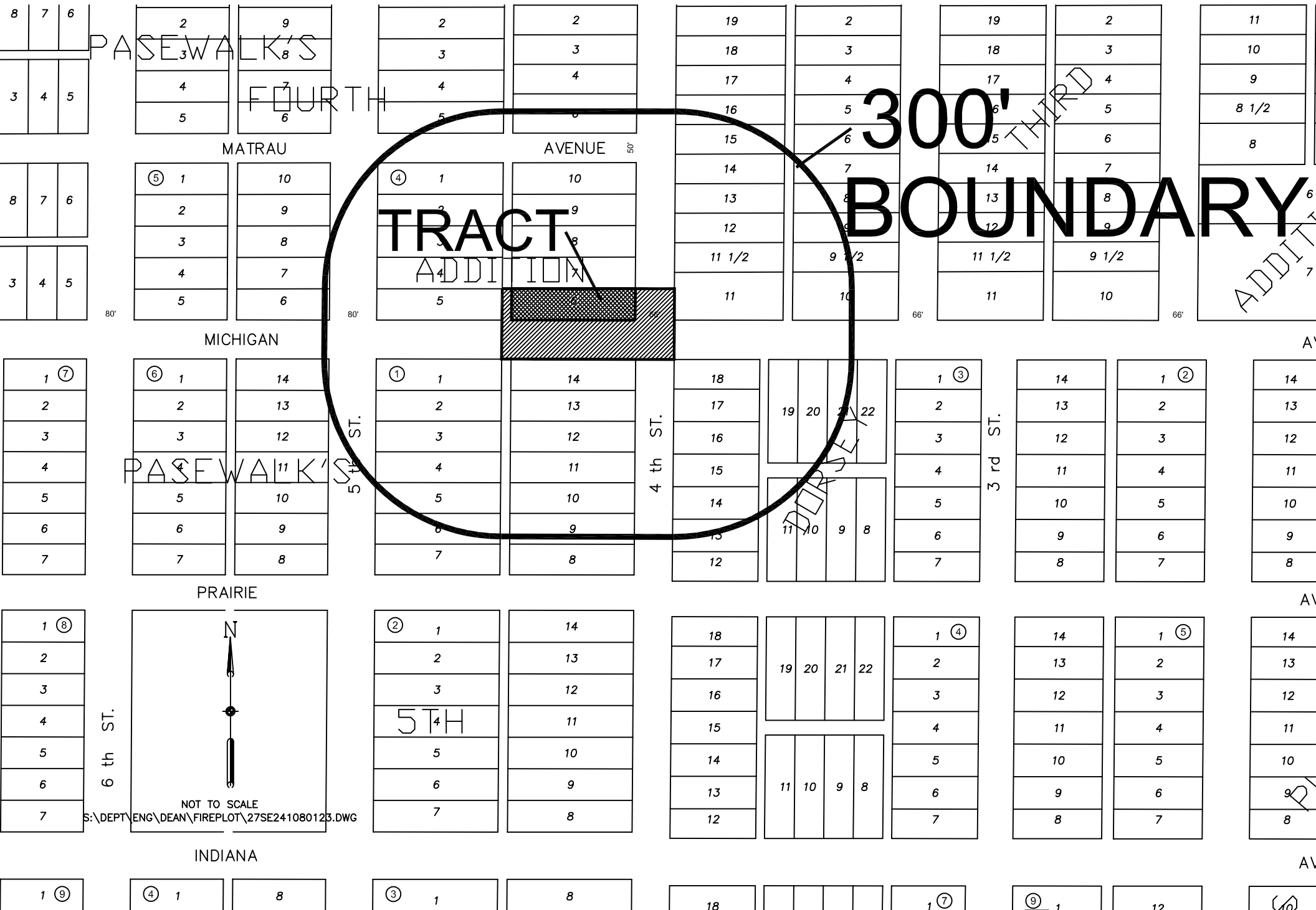
residential

7. Is adequate sewer and water available? How do you propose to provide adequate public utilities?

Yes already available

Return Completed forms to: Norfolk Planning Department; 309 N 5<sup>th</sup> Street; Norfolk, NE 68701





September 6, 2023

Honorable Mayor  
and  
City Council

Dear Mayor and Council:

The Norfolk Planning Commission held a public hearing on September 6, 2023 at the request of JFT, Inc., to consider a zoning change from R-2 (One and Two Family Residential District) to R-3 (Multiple-Family Residential District) on property addressed as 922 S. 4<sup>th</sup> Street.

The Planning Commission recommends approval of the request with a 5-0 vote.

Sincerely,



Dirk Waite, Vice-Chair  
Norfolk Planning Commission

ORDINANCE NO. \_5848\_\_\_\_

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.

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

Section 1. That the R-2 (One and Two Family Residential District) zoning on the following  
described real estate:

Lot 6, Blk 4, Pasewalk's Fourth Addition, Norfolk, Madison County, Nebraska

is hereby changed to R-3 (Multiple-Family Residential District)

Section 2. That this ordinance shall be in full force and effect from and after its passage,  
approval, and publication in pamphlet form according to law.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Josh Moenning, Mayor

ATTEST:

\_\_\_\_\_  
Brianna Duerst, City Clerk

(SEAL)

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

**CAPITAL IMPROVEMENT PROGRAM**  
**CITY OF NORFOLK, NEBRASKA**  
**Fiscal Years 2023-2024 through 2032-2033**

PROJECT PRIORITY  
 A - Urgent  
 B - Necessary  
 C - Desirable

FUNDING SOURCE CODES:  
 GR General Revenues  
 RB Revenue Bonds  
 GO General Obligation Bonds  
 SC Service Charges  
 SR Special Reserves

NBR State Revenues  
 UR Utility Revenues  
 GT Gas Tax Revenues  
 AS Assessments  
 FA Federal & State Grants

OF Other Funds  
 3AA Federal Highway Funds  
 ST Sales Tax  
 K Keno Funds  
 PST Public Safety Tax Anticipation Bonds

W911 Wireless E911 Funds  
 CP Council Priorities  
 GRA General Revenues ARP  
 IE Improvement & Extension Account  
 CB CHAF Bonds

PROJ. NO.	Dept.	PROJECT TITLE & DESCRIPTION	PROJECT PRIORITY	TOTAL EST.PROJ. COST	EXPENDED PRIOR TO 2023-2024										
						2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033
<b>General Fund:</b>															
1.	Adm	Window Replacement	GR B	134,110		GR	134,110								
	Adm	Window Replacement	FA B	75,890		FA	75,890								
	Adm	Total Window Replacement	B	210,000			210,000								
2.	Adm	Network Switches - All Divisions	GR B	200,000							GR	200,000			
3.	Adm	Building Security and ADA Accessibility Upgrades	GRA B	100,000		GRA	100,000								
4.	Adm	Network Battery Backup Replacement	GRA C	50,000		GRA	50,000								
5.	Adm	Network Battery Backup Replacement	GR C	50,000									GR	50,000	
6.	Adm	IT Infrastructure Replacement	GR B	200,000						GR	200,000				
		<b>General Revenues</b>	<b>GR</b>	<b>584,110</b>			<b>134,110</b>			<b>200,000</b>		<b>200,000</b>		<b>50,000</b>	
		<b>General Revenues ARP</b>	<b>GRA</b>	<b>150,000</b>			<b>150,000</b>								
		<b>Federal &amp; State Grants</b>	<b>FA</b>	<b>75,890</b>			<b>75,890</b>								
1.	Str.	2005 Chevy Form Truck (228)(new 231) Replace with 1 Ton Supercrew Carryover from FY 21-22	GR A	100,000		GR	100,000								
2.	Str.	1999 IHC Water Truck (1201) (new 81202) net of \$20,000 trade/sell	GR B	115,000							GR	115,000			
3.	Str.	2004 Sterling Snow Plow (1145) (new 1158) Replace with F-550 Super Crew Easy Load. net of \$10,000 trade/sell	GR B	170,000		GR	170,000								
4.	Str.	2003 Freightliner, Snow Plow (1144) replace with fully outfitted (new 1159) net of \$10,000 trade/sell	GR B	260,000				GR	260,000						
5.	Str.	2003 Freightliner 4z4, Snow Plow (1143) replace with fully outfitted 4x4 (new 1160) net of \$10,000 trade/sell	GR B	280,000				GR	280,000						
6.	Str.	2008 Sterling, Snow Plow (1146) (new 1162) net \$10,000 trade/sell	GR B	260,000								GR	260,000		
7.	Str.	2010 Freightliner, Snow Plow (1147) replace with fully outfitted (new 1163) net \$10,000 trade/sell	GR B	260,000										GR 260,000	
8.	Str.	2010 IHC Snow Plow (1154) (new 1164) replace with fully outfitted tandem net of \$20,000 trade/sell	GR B	300,000						GR	300,000				
9.	Str.	2010 IHC Snow Plow (1155) (new 1165) replace with fully outfitted tandem net of \$20,000 trade/sell	GR B	300,000								GR	300,000		

**CAPITAL IMPROVEMENT PROGRAM  
CITY OF NORFOLK, NEBRASKA  
Fiscal Years 2023-2024 through 2032-2033**

PROJECT PRIORITY  
A - Urgent  
B - Necessary  
C - Desirable

FUNDING SOURCE CODES:  
GR General Revenues  
RB Revenue Bonds  
GO General Obligation Bonds  
SC Service Charges  
SR Special Reserves

NBR State Revenues  
UR Utility Revenues  
GT Gas Tax Revenues  
AS Assessments  
FA Federal & State Grants

OF Other Funds  
3AA Federal Highway Funds  
ST Sales Tax  
K Keno Funds  
PST Public Safety Tax Anticipation Bonds

W911 Wireless E911 Funds  
CP Council Priorities  
GRA General Revenues ARP  
IE Improvement & Extension Account  
CB CHAF Bonds

PROJ. NO.	Dept.	PROJECT TITLE & DESCRIPTION	PROJECT PRIORITY		TOTAL EST.PROJ. COST	EXPENDED PRIOR TO 2023-2024	FUNDING SOURCE CODES														
							2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033					
10.	Str.	2013 Freightliner, Snow Plow (1148) (new 1161) net of \$10,000 trade/sell	GR	B	260,000										GR	260,000					
11.	Str.	2014 Peterbuilt Snow Plow (1149) (new 1165) net of \$10,000 trade/sell	GR	B	260,000												GR	260,000			
12.	Str.	2018 Schwarze Sweeper (2715) (new 2717) net \$50,000 trade/sell	GR	A	275,000		GR	275,000													
13.	Str.	2022 Elgen Sweeper (2716) (new 2718) net \$50,000 trade/sell	GR	A	275,000							GR	275,000								
14.	Str.	2024 Sweeper (2717) (new 2719) net \$50,000 trade/sell	GR	A	275,000										GR	275,000					
15.	Str.	2013 Hyundai Front End Loader (2315) (new 2319) net of \$30,000 trade/sell	GR	B	170,000							GR	170,000								
16.	Str.	2015 Doosan Front End Loader (2316) (new 2320) net of \$30,000 trade/sell	GR	B	170,000									GR	170,000						
17.	Str.	2016 Hyundai Loader (2317) (new 2321) net of \$30,000 trade/sell	GR	B	170,000													GR	170,000		
18.	Str.	1994 John Deere Patrol (2408) (new 2410) net of \$25,000 trade/sell	GR	B	225,000					GR	225,000										
19.	Str.	2012 Case Motor Patrol (2409) (new 2411) net of \$30,000 trade/sell	GR	B	225,000														GR	225,000	
20.	Str.	2022 Crafcoc Crack Sealer (3606) (new 3607) net of \$5,000 trade/sell	GR	B	65,000														GR	65,000	
21.	Str.	2006 JCB Backhoe (3603) (new 2605) net of \$5,000 trade/sell	GR	B	80,000														GR	80,000	
22.	Str.	2011 Bobcat Skidloader (2507) (new 2511) net of \$5,000 will go to Transfer Station	GR	B	70,000		GR	70,000													
23.	Str.	2008 Ford F450 (Bucket Truck) (229) net of \$5,000 trade/sell	GR	B	140,000					GR	140,000										
24.	Str.	2009 Fair 8' Snow Blower (2205) (new 2207) net of \$5,000 trade/sell	GR	B	200,000							GR	200,000								
25.	Str.	2002 Orbit Screening Plant (3701) (new 3702)	GR	B	70,000												GR	70,000			
26.	Str.	2015 Ford F-250 (Pickup) (0230) New trade/sell net of \$5,000	GR	B	80,000															GR	80,000
27.	Str.	2006 Alamo HDF Grass 60 Mower (6813) (new 6818) net of \$5,000 trade/sell	GR	B	60,000		GR	60,000													
28.	Str.	Flood Control Recertification	GO	B	9,230,119	GO	1,016,796	GO	438,323	GO	525,000	GO	6,800,000	GO	450,000						
	Str.	Flood Control Recertification-FEMA	FA	B	5,723	FA	5,723														

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CITY OF NORFOLK, NEBRASKA  
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PROJ. NO.	Dept.	PROJECT TITLE & DESCRIPTION	PROJECT PRIORITY	TOTAL EST.PROJ. COST	EXPENDED PRIOR TO 2023-2024											
						2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	
	Str.	Flood Control Recertification-NEMA	FA B	954	954											
	Str.	Total Flood Control Recertification	B	9,236,796	1,023,473	438,323	525,000	6,800,000	450,000							
29.	Str.	Landscape Master Plan	GR B	1,603,236	274,486	782,925	490,825	55,000								
		<b>Street General Revenues</b>	<b>GR</b>	<b>6,718,236</b>	<b>274,486</b>	<b>1,457,925</b>	<b>750,825</b>	<b>335,000</b>	<b>365,000</b>	<b>670,000</b>	<b>390,000</b>	<b>470,000</b>	<b>605,000</b>	<b>405,000</b>	<b>995,000</b>	
		<b>General Obligation Bonds</b>	<b>GO</b>	<b>9,230,119</b>	<b>1,016,796</b>	<b>438,323</b>	<b>525,000</b>	<b>6,800,000</b>	<b>450,000</b>							
		<b>Federal &amp; State Grants</b>	<b>FA</b>	<b>6,677</b>	<b>6,677</b>											
1.	Park	Johnson Park	K A	650,000	150,000	500,000										
	Park	Johnson Park	FA A	2,716,417	1,194,008	522,409	1,000,000									
	Park	Johnson Park	GRA A	354,508			354,508									
	Park	Johnson Park	OF A	2,692,500	1,223,769	1,468,731										
	Park	Total Johnson Park	A	6,413,425	2,567,777	2,491,140	1,354,508									
2.	Park	North Fork River Rehabilitation	K A	1,031,701	1,031,701											
	Park	North Fork River Rehabilitation	FA A	864,098	864,098											
	Park	North Fork River Rehabilitation	OF A	2,089,201	1,675,803	413,398										
	Park	North Fork River Rehabilitation	GRA A	1,000,000	1,000,000											
	Park	Total North Fork River Rehabilitation	A	4,985,000	4,571,602	413,398										
3.	Park	E Benjamin Avenue Trail, Hwy 35 to East	K C	75,000						75,000						
	Park	E Benjamin Avenue Trail, Hwy 35 to East	AS C	125,000						125,000						
	Park	Total E Benjamin Avenue Trail, Hwy 35 to East	C	200,000						200,000						
4.	Park	37th Street Trail, Hwy 275 to S 1st St Cowboy Trail	K C	500,000							500,000					
	Park	37th Street Trail, Hwy 275 to S 1st St Cowboy Trail	FA C	800,000							800,000					
	Park	Total 37th Street Trail, Hwy 275 to S 1st St Cowboy Trail	C	1,300,000							1,300,000					
5.	Park	Inner City Priority GAP Trail Segments	K C	500,000								500,000				
6.	Park	East Benjamin Ave Trail	K B	250,000		250,000										
7.	Park	7th St Madison Ave to Omaha Ave Trail	K C	360,000			210,000	150,000								
8.	Park	Hwy 81 Undercrossing at Georgia Ave	K C	1,000,000										500,000	500,000	
9.	Park	37th St Trail (shared with Water)	K B	358,280	58,280			300,000								
10.	Park	Designated TaHaZouka Park Expansion-Scheffler Property	CP B	192,578		192,578										
	Park	Designated TaHaZouka Park Expansion-Scheffler Property	K B	41,598		41,598										
	Park	Total Designated TaHaZouka Park Expansion-Scheffler Property	B	234,176		234,176										

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PROJ. NO.	Dept.	PROJECT TITLE & DESCRIPTION	PROJECT PRIORITY	TOTAL EST.PROJ. COST	EXPENDED PRIOR TO 2023-2024	FUNDING SOURCE CODES									
						2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033
11.	Park	Unspecified Council Priority Projects	CP B	2,401,482		CP 601,482	CP 200,000	CP 200,000	CP 200,000	CP 200,000	CP 200,000	CP 200,000	CP 200,000	CP 200,000	CP 200,000
12.	Park	Aquaventure Repaint	GR B	100,000					GR 100,000						
13.	Park	New Parks: Playgrounds and Restrooms	K C	475,000				K 125,000	K 125,000		K 125,000	K 100,000			
14.	Park	Liberty Bell Park	K B	260,000	K 60,000	K 200,000									
	Park	Liberty Bell Park	GR B	125,000	GR 125,000										
	Park	Total Liberty Bell Park	B	385,000	185,000	200,000									
15.	Park	Splash Pad and Restroom West	K C	275,000											K 275,000
16.	Park	Urban Forestry Truck	K C	150,000									K 150,000		
17.	Park	Repaint Slides at AquaVenture	GR B	60,000		GR 60,000									
18.	Park	Memorial Playground	K C	75,000				K 75,000							
19.	Park	Organized Sledding Hill with Snowmaking	K C	500,000					K 500,000						
20.	Park	Warren Cook Playground	K B	80,000	K 54,000	K 26,000									
21.	Park	Ta-Ha-Zouka Team Lockers	K B	135,000		K 135,000									
	Park	Ta-Ha-Zouka Team Lockers	OF B	800,000		OF 600,000	OF 100,000	OF 100,000							
	Park	Ta-Ha-Zouka Team Lockers	SR B	698,000		SR 698,000									
	Park	Total Ta-Ha-Zouka Team Lockers		1,633,000		1,433,000	100,000	100,000							
22.	Park	Central Park Improvements	GR B	81,500		GR 81,500									
23.	Park	Central Park Playground	K C	160,000				K 160,000							
24.	Park	Two Pool Heaters at AquaVenture	GRA C	180,000		GRA 180,000									
25.	Park	Replace Two Pool Heaters installed FY 22-23	K C	180,000											K 180,000
26.	Park	Land Acquisition	K C	150,000		K 150,000									
	Park	Land Acquisition	CP C	250,000		CP 250,000									
	Park	Total Land Acquisition	C	400,000		400,000									
		<b>Other Funds</b>	<b>OF</b>	<b>5,581,701</b>	<b>2,899,572</b>	<b>2,482,129</b>	<b>100,000</b>	<b>100,000</b>							
		<b>Assessments</b>	<b>AS</b>	<b>125,000</b>						<b>125,000</b>					
		<b>Park Keno Funds</b>	<b>K</b>	<b>7,206,579</b>	<b>1,353,981</b>	<b>1,302,598</b>	<b>370,000</b>	<b>650,000</b>	<b>625,000</b>	<b>75,000</b>	<b>625,000</b>	<b>750,000</b>		<b>500,000</b>	<b>955,000</b>
		<b>General Revenues</b>	<b>GR</b>	<b>366,500</b>	<b>125,000</b>	<b>141,500</b>		<b>100,000</b>							
		<b>Council Priorities</b>	<b>CP</b>	<b>2,844,060</b>		<b>1,044,060</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>
		<b>Federal &amp; State Grants</b>	<b>FA</b>	<b>4,380,515</b>	<b>2,058,106</b>	<b>522,409</b>	<b>1,000,000</b>				<b>800,000</b>				
		<b>Special Reserves</b>	<b>SR</b>	<b>698,000</b>		<b>698,000</b>									
		<b>General Revenues ARP</b>	<b>GRA</b>	<b>1,534,508</b>	<b>1,000,000</b>	<b>180,000</b>	<b>354,508</b>								
1.	Fire	Station 1 & Station 2 Roof Replacement	PST A	425,000		PST 425,000									
2.	Fire	Sirens	PST A	400,000		PST 120,000	PST 120,000	PST 120,000	PST 40,000						
3.	Fire	Ambulance to Replace 2009 Chevy Ambulance (Rescue 2)	PST B	325,000				PST 325,000							
4.	Fire	Fire Engine to Replace 2003 International Pumper (Engine 6)	OF B	620,200				OF 620,200							
5.	Fire	Defibrillators/Moonitors - 4	PST B	256,000				PST 256,000							
6.	Fire	Tanker to replace 2007 Kenworth (Tanker 11)	OF C	370,000					OF 370,000						
7.	Fire	Station 1 Overhead Doors	PST C	125,000						PST 125,000					

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PROJ. NO.	Dept.	PROJECT TITLE & DESCRIPTION	PROJECT PRIORITY		TOTAL EST.PROJ. COST	EXPENDED PRIOR TO 2023-2024	FUNDING SOURCE CODES:											
							2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033		
8.	Fire	Ambulance to Replace 2016 Ford Ambulance (Rescue 3)	PST	C	325,000								PST	325,000				
9.	Fire	SCBA Replacement (69)	PST	C	605,550										PST	605,550		
10.	Fire	Fire Engine to Replace 2003 Spartan Pumper (Engine 7)	PST	C	656,000											PST	656,000	
11.	Fire	Service/Equipment/Heavy Rescue Truck to Replace 2001 (Truck 9)	OF	C	538,365												OF	538,365
12.	Fire	Remodel Restrooms	GRA	C	89,000		GRA	89,000										
		<b>Fire Public Safety Bonds</b>	<b>PST</b>		<b>3,117,550</b>			<b>545,000</b>	<b>445,000</b>	<b>376,000</b>	<b>40,000</b>	<b>125,000</b>		<b>325,000</b>	<b>605,550</b>	<b>656,000</b>		
		<b>General Revenues ARP</b>	<b>GRA</b>		<b>89,000</b>			<b>89,000</b>										
		<b>Other Funds</b>	<b>OF</b>		<b>1,528,565</b>			<b>620,200</b>	<b>370,000</b>							<b>538,365</b>		
1.	Police	CAD/RMS Upgrade	PST	B	154,000			PST	154,000									
	Police	CAD/RMS Upgrade	W911	B	146,000	W911	52,163	W911	93,837									
	Police	Total CAD/RMS Upgrade		B	300,000				247,837									
2.	Police	Police Division Roof	PST	B	215,000			PST	215,000									
3.	Police	Animal Pound	PST	B	350,000			PST	350,000									
4.	Police	In-car Video Replacement/Body Camera	PST	B	200,000			PST	200,000									
5.	Police	Mobile Data Computer Upgrade	PST	B	85,000					PST	85,000							
6.	Police	911 Call Equipment Upgrade	W911	B	230,000								W911	230,000				
		<b>Police Public Safety Bonds</b>	<b>PST</b>		<b>1,004,000</b>			<b>919,000</b>	<b>85,000</b>					<b>230,000</b>				
		<b>Wireless E911 Funds</b>	<b>W911</b>		<b>376,000</b>	<b>52,163</b>		<b>93,837</b>										
		<b>General Fund Funding Sources:</b>																
		General Revenues	GR		7,668,846	399,486		1,733,535	750,825	335,000	465,000	870,000	390,000	670,000	605,000	455,000	995,000	
		Public Safety Tax Anti. Bonds	PST		4,121,550			1,464,000	445,000	461,000	40,000	125,000		325,000	605,550	656,000		
		Keno Funds	K		7,206,579	1,353,981		1,302,598	370,000	650,000	625,000	75,000	625,000	750,000	500,000	955,000		
		Council Priorities	CP		2,844,060			1,044,060	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	
		Wireless E911	W911		376,000	52,163		93,837					230,000					
		Other Funds	OF		7,110,266	2,899,572		2,482,129	720,200	100,000	370,000					538,365		
		General Obligation Bonds	GO		9,230,119	1,016,796		438,323	525,000	6,800,000	450,000							
		Assessments	AS		125,000							125,000						
		Federal & State Grants	FA		4,463,082	2,064,783		598,299	1,000,000				800,000					
		Special Reserves	SR		698,000			698,000										
		General Revenues ARP	GRA		1,773,508	1,000,000		419,000	354,508									
<b>Enterprise Fund:</b>						8,786,781		10,273,781	4,365,533	8,546,000	2,150,000	1,395,000	2,245,000	1,945,000	1,410,550	2,349,365	2,150,000	
1.	Water	West Plant Transfer Pump Upgrade	RB	B	450,300	RB	50,434	RB	399,866									
2.	Water	2mg Finished Water Tank	RB	B	4,592,000	RB	183,750	RB	2,204,127	RB	2,204,123							
3.	Water	West Treatment Plant Upgrades	RB	B	764,000	RB	117,600	RB	646,400									
4.	Water	West Collector Well & Pipeline	RB	B	6,203,534	RB	600,000	RB	2,801,767	RB	2,801,767							



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						2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033
5.	Water	Replace 16" Main Dirt Tank to Prospect - Water Project R3	UR B	152,200		UR 152,200									
6.	Water	Omaha Avenue to Victory Water Main - Project I1	UR B	458,500		UR 169,200	UR 289,300								
7.	Water	49th & Prospect to 37th & Prospect Water Main - Project I2	UR B	1,120,600						UR 413,600	UR 707,000				
8.	Water	37th & Prospect to Benjamin Ave Water Main - Project I3	UR B	873,700			UR 873,700								
9.	Water	34th & Prospect to existing 16" Water Main - Project I4	UR B	251,000		UR 92,600	UR 158,400								
10.	Water	37th & Sheridan Dr to Westview Dr Water Main - Project I5	UR B	1,648,100				UR 608,300	UR 1,039,800						
11.	Water	13th & Monroe to S Victory Rd Water Main - Project I15	RB B	5,717,100										RB 2,110,100	RB 3,607,000
12.	Water	Victory & Monroe to Victory & E Benjamin Water Main - Project I16	RB B	6,278,000										RB 2,317,100	RB 3,960,900
13.	Water	Zone 1 Install 1 MG Dirt Tank - Project S2	UR B	1,293,000								UR 1,293,000			
	Water	Zone 1 Install 1 MG Dirt Tank - Project S2	RB B	2,210,000									RB 2,210,000		
	Water	Total Zone 1 Install 1 MG Dirt Tank - Project S2		3,503,000								1,293,000	2,210,000		
14.	Water	25th & Philip to Dirt Tank water Main - Project I17	UR B	639,500								UR 639,500			
	Water	25th & Philip to Dirt Tank water Main - Project I17	RB B	1,093,200									RB 1,093,200		
	Water	Total 25th & Philip to Dirt Tank water Main - Project I17	B	1,732,700								639,500	1,093,200		
15.	Water	Grey Water Booster Pump Building	OF C	1,551,244									OF 1,551,244		
	Water	Grey Water Booster Pump Building	RB C	1,551,244										RB 1,551,244	
	Water	Total Grey Water Booster Pump Building	C	3,102,488									1,551,244	1,551,244	
16.	Water	Grey Water Piping to North Industrial	OF C	3,050,250									OF 3,050,250		
	Water	Grey Water Piping to North Industrial	RB C	3,050,250										RB 3,050,250	
	Water	Total Grey Water Piping to North Industrial	C	6,100,500									3,050,250	3,050,250	
17.	Water	2006 Kubota Excavator (1/2 share)	UR B	88,638					UR 88,638						
18.	Water	Replace MCC East Water Plant	UR B	137,500			UR 137,500								
19.	Water	Zone 3 Pumpstation at 37th Street & Eisenhower Avenue	RB B	1,665,510					RB 1,665,510						
20.	Water	Walking Trail on 37th Street	UR B	400,000				UR 400,000							
21.	Water	Underground Power Modifications at East Plant	UR B	100,000		UR 100,000									

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PROJ. NO.	Dept.	PROJECT TITLE & DESCRIPTION	PROJECT PRIORITY		TOTAL EST.PROJ. COST	EXPENDED PRIOR TO 2023-2024	FUNDING SOURCE CODES										
							2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	
22.	Water	Natural Gas Pipeline Installation at West Plant	RB	B	375,000				RB	375,000							
23.	Water	Boiler Replacement at West Plant	RB	B	75,000				RB	75,000							
24.	Water	Generator Replacement at West Plant	RB	B	812,500				RB	812,500							
25.	Water	Extend Water Main on Maple Avenue	UR	B	131,000			UR	131,000								
26.	Water	Replace water main 19th, 21st Drive, 14th & Koenigstein, and 600 Block of Gerecke	UR	B	290,493			UR	290,493								
27.	Water	Replace 4" water main on Madison Avenue, 18th Street to 24th Street	UR	B	274,000				UR	274,000							
28.	Water	Water Main on Sherwood Road, Sherwood and Highway 81 to Medelman's Development	UR	B	538,560								UR	538,560			
29.	Water	Water main on East Omaha Avenue, East Omaha Avenue and Highway 24 East 3500 feet	UR	B	125,000								UR	125,000			
30.	Water	Asphalt West Plant Driveway	UR	B	150,000		UR	150,000									
		<b>Water Revenue Bonds</b>	<b>RB</b>		<b>34,837,638</b>	<b>951,784</b>	<b>6,052,160</b>	<b>5,005,890</b>	<b>1,262,500</b>	<b>1,665,510</b>					<b>3,303,200</b>	<b>9,028,694</b>	<b>7,567,900</b>
		<b>Water Utility Revenue</b>	<b>UR</b>		<b>8,671,791</b>		<b>664,000</b>	<b>1,880,393</b>	<b>1,282,300</b>	<b>1,128,438</b>			<b>413,600</b>	<b>707,000</b>	<b>2,596,060</b>		
		<b>Other Funds</b>	<b>OF</b>		<b>4,601,494</b>										<b>4,601,494</b>		
1.	Sewer	Line 36" Sanitary Sewer from Bluff south on Chestnut south to Monroe	RB	C	2,362,500								RB	2,362,500			
2.	Sewer	Line 36" Sanitary Sewer from 4th & Monroe to 2000 Logan	UR	B	1,280,000	UR	179,200	UR	1,100,800								
3.	Sewer	Omaha Ave. Liftstation Design Review	UR	B	100,000			UR	100,000								
4.	Sewer	Sewer Jet Truck	IE	B	350,000											IE	350,000
5.	Sewer	Replace Sewer Vac Truck	IE	B	520,000								IE	520,000			
6.	Sewer	Andys Lake North/South Sewer Cost Share	UR	C	50,000			UR	50,000								
7.	Sewer	2006 Kubota Excavator (1/2 share)	UR	B	88,638					UR	88,638						
8.	Sewer	Highway 35 Interceptor	RB	B	2,804,813			RB	1,121,925	RB	1,682,888						
9.	Sewer	Omaha Avenue Lift Station	RB	B	6,290,813			RB	1,900,000	RB	4,390,813						
10.	Sewer	Northwest Extension from 275 to 40th and Benjamin Interceptor	RB	B	887,500								RB	887,500			
	Sewer	Northwest Extension from 275 to 40th and Benjamin Interceptor	AS	B	300,000								AS	300,000			
	Sewer	Total Northwest Extension from 275 to 40th and Benjamin Interceptor			1,187,500									1,187,500			

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**CITY OF NORFOLK, NEBRASKA**  
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 GO General Obligation Bonds  
 SC Service Charges  
 SR Special Reserves

NBR State Revenues  
 UR Utility Revenues  
 GT Gas Tax Revenues  
 AS Assessments  
 FA Federal & State Grants

OF Other Funds  
 3AA Federal Highway Funds  
 ST Sales Tax  
 K Keno Funds  
 PST Public Safety Tax Anticipation Bonds

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PROJ. NO.	Dept.	PROJECT TITLE & DESCRIPTION	PROJECT PRIORITY		TOTAL EST.PROJ. COST	EXPENDED PRIOR TO 2023-2024	FUNDING SOURCE CODES											
							2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033		
11.	Sewer	Sewer Extension 49th and 275 to Eisenhower Interceptor	RB	C	1,262,500										RB	1,262,500		
	Sewer	Sewer Extension 49th and 275 to Eisenhower Interceptor	AS	C	300,000										AS	300,000		
	Sewer	Total Sewer Extension 49th and 275 to Eisenhower Interceptor			1,562,500											1,562,500		
12.	Sewer	Frog Creek Sewer Extension Interceptor	RB	C	2,750,000												RB	2,750,000
13.	Sewer	Replace Sewer Madison Ave, 18th Street to 24th Street	UR	B	274,000			UR	274,000									
14.	Sewer	Sewer Main on East Omaha Avenue, East Omaha Avenue and Highway 24 East 3500 feet	UR	B	125,000								UR	125,000				
	Sewer	Sewer Main on East Omaha Avenue, East Omaha Avenue and Highway 24 East 3500 feet	AS	B	125,000								AS	125,000				
	Sewer	Sewer Main on East Omaha Avenue, East Omaha Avenue and Highway 24 East 3500 feet			250,000									250,000				
15.	Sewer	N Victory Road Sewer Extension for Crush Plant	OF	B	420,000		OF	420,000										
		<b>Sewer Revenue Bonds</b>	RB		<b>16,358,126</b>			<b>3,021,925</b>	<b>6,073,701</b>				<b>3,250,000</b>			<b>1,262,500</b>	<b>2,750,000</b>	
		<b>Sewer Utility Revenue</b>	UR		<b>1,917,638</b>	<b>179,200</b>		<b>1,250,800</b>		<b>274,000</b>	<b>88,638</b>					<b>125,000</b>		
		<b>Sewer Special Assessments</b>	AS		<b>725,000</b>								<b>300,000</b>			<b>125,000</b>	<b>300,000</b>	
		<b>Sewer Improvement &amp; Extension Other Funds</b>	IE OF		<b>870,000 420,000</b>			<b>420,000</b>								<b>520,000</b>	<b>350,000</b>	
1.	WPC	Replace Modine Cooling Unit and Roof Replacement on Trickling Filter Building	UR	B	50,000		UR	50,000										
2.	WPC	Plant BNR evaluation. Facility Plan and Equipment Assessment (will come out of account 225-68)	UR	B	300,000				UR	300,000								
3.	WPC	Admin Motor Control Center Replacement	UR	B	300,000					UR	300,000							
4.	WPC	SBR Underground Air Pipe Replacement	UR	B	120,000							UR	120,000					
5.	WPC	Bio-solids Study (will come out of account 225-68 account)	UR	C	100,000			UR	100,000									
6.	WPC	Trickling Filter Media Replacement	UR	C	550,000								UR	550,000				
7.	WPC	Replace South Storage Shed	UR	C	150,000								UR	150,000				
8.	WPC	Solids Handling Building Roof Replacement	UR	C	70,000				UR	70,000								
9.	WPC	SBR Blower VFDs 300 hp (3)	UR	B	210,000				UR	210,000								

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PROJ. NO.	Dept.	PROJECT TITLE & DESCRIPTION	PROJECT PRIORITY		TOTAL EST.PROJ. COST	EXPENDED PRIOR TO 2023-2024	FUNDING SOURCE CODES										
			A	B			2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	
10.	WPC	Tractor Replacement (1/2 share)	UR	C	100,000				UR 100,000								
11.	WPC	Blower Building Motor Control Replacement	UR	C	300,000											UR 300,000	
12.	WPC	Retrieveable Diffusers	UR	C	1,600,000						UR 200,000	UR 1,400,000					
13.	WPC	Sludge Handling Building	UR	C	440,000											UR 70,000	UR 370,000
14.	WPC	Aeration Building Motor Control Center Replacement	UR	C	75,000												UR 75,000
15.	WPC	Peterbilt Spreader Truck #1 Replacement (10 year life) Net \$50,000 trade in	IE	A	310,000												IE 310,000
16.	WPC	Peterbilt Truck #2 Replacement (10 year life) Net \$50,000 trade in	IE	A	310,000												IE 310,000
17.	WPC	UV Disinfection System Replacement	IE	A	400,000			IE 400,000									
18.	WPC	Bio-solids Upgrade (sludge facility)	RB	C	3,000,000												RB 3,000,000
	WPC	Biosolids Upgrade (Sludge Facility)	IE	C	1,000,000												IE 1,000,000
	WPC	Total Biosolids Upgrade (Sludge Facility)		C	4,000,000												4,000,000
19.	WPC	Influent Screen Replacement	IE	C	250,000										IE 250,000		
20.	WPC	Influent Screen Wash Press Replacement	IE	C	180,000										IE 180,000		
21.	WPC	SBR Mixer replacement (1 of 4)	IE	B	160,000				IE 80,000	IE 80,000							
22.	WPC	Pressure Tank	UR	C	250,000							UR 250,000					
23.	WPC	Primary #2 Drain Valve Replacement	UR	B	100,000		UR 100,000										
24.	WPC	Thickener #2 Drain Valve and Pipe Replacement	UR	B	100,000		UR 100,000										
25.	WPC	Replace Back Up Generator	UR	B	130,000											UR 130,000	
26.	WPC	Replace Outside Steel on Shop	UR	C	100,000			UR 100,000									
27.	WPC	Odor Study (will come out of account 225-68)	UR	B	100,000			UR 100,000									
28.	WPC	Admin Roof Replacement	UR	C	70,000												UR 70,000
29.	WPC	SBR Influent Valve Replacement (4 total @ \$25,000 each)	UR	B	100,000				UR 100,000								
30.	WPC	SBR Effluent Valve Replacement	UR	B	50,000				UR 50,000								
31.	WPC	WPC Grit Removal Building and Plant Upgrades: Grit Removal Facility, North Lift Station/PR Clarifier, Raw Lift Pipe & Valving, Trickling Filter A MCC Replacement, Primary #2 Overhaul, and Overland Waste Receiving Station	GRA	B	1,250,000	GRA 215,000	GRA 1,035,000										

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PROJ. NO.	Dept.	PROJECT TITLE & DESCRIPTION	PROJECT PRIORITY	TOTAL EST.PROJ. COST	EXPENDED PRIOR TO 2023-2024	FUNDING SOURCE CODES									
						2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033
	WPC	WPC Grit Removal Building and Plant Upgrades: Grit Removal Facility, North Lift Station/PR Clarifier, Raw Lift Pipe & Valving, Trickling Filter A MCC Replacement, Primary #2 Overhaul, and Overland Waste Receiving Station	IE B	1,250,000			IE 1,250,000								
	WPC	WPC Grit Removal Building and Plant Upgrades: Grit Removal Facility, North Lift Station/PR Clarifier, Raw Lift Pipe & Valving, Trickling Filter A MCC Replacement, Primary #2 Overhaul, and Overland Waste Receiving Station	UR B	295,000	UR 295,000										
	WPC	WPC Grit Removal Building and Plant Upgrades: Grit Removal Facility, North Lift Station/PR Clarifier, Raw Lift Pipe & Valving, Trickling Filter A MCC Replacement, Primary #2 Overhaul, and Overland Waste Receiving Station	RB B	4,576,000		RB 2,076,000	RB 2,500,000								
	WPC	WPC Grit Removal Building and Plant Upgrades: Grit Removal Facility, North Lift Station/PR Clarifier, Raw Lift Pipe & Valving, Trickling Filter A MCC Replacement, Primary #2 Overhaul, and Overland Waste Receiving Station	FA B	1,500,000		FA 1,500,000									
	WPC	Total WPC Grit Removal Building and Plant Upgrades	B	8,871,000	510,000	4,611,000	3,750,000								
32.	WPC	Flood Wall/Effluent Pump System	UR B	1,900,000	UR 50,000	UR 750,000			UR 1,100,000						
	WPC	Flood Wall/Effluent Pump System	FA B	1,300,000		FA 1,300,000									
	WPC	Total Flood Wall/Effluent Pump System	B	3,200,000	50,000	2,050,000			1,100,000						
		<b>General Revenues ARP</b>	<b>GRA</b>	<b>1,250,000</b>	<b>215,000</b>	<b>1,035,000</b>									
		<b>WPC Revenue Bonds</b>	<b>RB</b>	<b>7,576,000</b>		<b>2,076,000</b>	<b>2,500,000</b>							<b>3,000,000</b>	
		<b>WPC Utility Revenue</b>	<b>UR</b>	<b>7,560,000</b>	<b>345,000</b>	<b>1,000,000</b>	<b>200,000</b>	<b>780,000</b>	<b>1,550,000</b>	<b>120,000</b>	<b>600,000</b>	<b>1,950,000</b>		<b>500,000</b>	<b>515,000</b>
		<b>WPC Federal &amp; State Grants</b>	<b>FA</b>	<b>2,800,000</b>		<b>2,800,000</b>									
		<b>WPC Improvement &amp; Extension</b>	<b>IE</b>	<b>3,860,000</b>			<b>1,650,000</b>		<b>80,000</b>	<b>80,000</b>			<b>430,000</b>	<b>1,310,000</b>	<b>310,000</b>
1.	Swmgt	Trailer	UR B	1,200,000			UR 120,000	UR 120,000	UR 240,000	UR 120,000	UR 120,000	UR 120,000	UR 120,000	UR 120,000	UR 120,000
2.	Swmgt	Tractor (1/2 share)	UR B	100,000				UR 100,000							
3.	Swmgt	Knuckleboom Replacement (2013)	UR B	200,000									UR 200,000		

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PROJ. NO.	Dept.	PROJECT TITLE & DESCRIPTION	PROJECT PRIORITY	TOTAL EST.PROJ. COST	EXPENDED PRIOR TO 2023-2024	FUNDING SOURCE CODES										
						2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	
4.	Swmgt	Over-the-Road Trucks	UR A	276,000					UR 138,000				UR 138,000			
5.	Swmgt	Shag	UR B	420,000			UR 140,000						UR 140,000	UR 140,000		
6.	Swmgt	Roll Off Truck (used)	UR C	80,000			UR 80,000									
7.	Swmgt	Concrete between slabs by Maint.	UR B	65,000		UR 65,000										
8.	Swmgt	Land Purchase	UR C	140,000			UR 140,000									
9.	Swmgt	Payloader (from street division)	UR A	200,000						UR 100,000				UR 100,000		
10.	Swmgt	Recycling Building/Addition	UR B	462,500			UR 150,000	UR 312,500								
	Swmgt	Recycling Building/Addition	FA B	937,500				FA 937,500								
	Swmgt	Total Recycling Building/Addition	B	1,400,000			150,000	1,250,000								
11.	Swmgt	Articulated Machine (recycling)	UR C	50,000				UR 50,000								
	Swmgt	Articulated Machine (recycling)	FA C	50,000				FA 50,000								
	Swmgt	Total Articulated Machine (recycling)	C	100,000				100,000								
12.	Swmgt	Horizontal OCC Baler/elevator	UR C	125,000				UR 125,000								
	Swmgt	Horizontal OCC Baler/elevator	FA C	125,000				FA 125,000								
	Swmgt	Total Horizontal OCC Baler/elevator	C	250,000				250,000								
		<b>Solid Waste Utility Revenue</b>	<b>UR</b>	<b>3,318,500</b>			<b>65,000</b>	<b>630,000</b>	<b>707,500</b>	<b>378,000</b>	<b>220,000</b>	<b>120,000</b>	<b>120,000</b>	<b>598,000</b>	<b>360,000</b>	<b>120,000</b>
		<b>Solid Waste Revenue Bonds</b>	<b>RB</b>													
		<b>Solid Waste Federal &amp; State Grant</b>	<b>FA</b>	<b>1,112,500</b>				<b>1,112,500</b>								
1.	Storm	Wetland Bank (will come out of account 230-68)	UR A	400,000	UR 50,000	UR 100,000	UR 200,000	UR 50,000								
2.	Storm	Regional Stormwater Detention (will come out of account 230-68)	UR A	75,000	UR 25,000	UR 50,000										
3.	Storm	Storm Sewer Extension (20th & Omaha)	UR A	50,000		UR 50,000										
		<b>Storm Water Utility Revenue</b>	<b>UR</b>	<b>525,000</b>	<b>75,000</b>	<b>200,000</b>	<b>200,000</b>	<b>50,000</b>								
		<b>Storm Water Utility Other Funds</b>	<b>OF</b>													
		<b>Enterprise Fund Funding Source:</b>														
		Revenue Bonds	RB	58,771,764	951,784	11,150,085	13,579,591	1,262,500	1,665,510		3,250,000		3,303,200	13,291,194	10,317,900	
		Utility Revenue	UR	21,992,929	599,200	3,179,800	2,910,393	3,093,800	3,145,076	753,600	1,427,000	4,791,060	598,000	860,000	635,000	
		Federal & State Grants	FA	3,912,500		2,800,000		1,112,500								
		Improvement & Extension	IE	4,730,000			1,650,000		80,000	80,000	520,000		430,000	1,660,000	310,000	
		Other Funds	OF	5,021,494		420,000							4,601,494			
		General Revenues ARP	GRA	1,250,000	215,000	1,035,000										
		Special Assessments	AS	725,000							300,000	125,000		300,000		

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						2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033
<b>CHAF:</b>															
1.	CHAF	Miscellaneous Street Maintenance Work by Contract	GT A	1,200,000		GT 1,200,000									
2.	CHAF	Miscellaneous Street Maintenance Work by Contract	GT B	9,500,000			GT 1,000,000	GT 1,000,000	GT 1,000,000	GT 1,000,000	GT 1,100,000	GT 1,100,000	GT 1,100,000	GT 1,100,000	GT 1,100,000
3.	CHAF	M-451(147) 8th Street - Michigan Avenue to Omaha Avenue	GT C	250,000		GT 250,000									
	CHAF	M-451(147) 8th Street - Michigan Avenue to Omaha Avenue	CB C	800,000	CB 800,000										
	CHAF	Total M-451(147) 8th Street - Michigan Avenue to Omaha Avenue	C	1,050,000	800,000	250,000									
4.	CHAF	M-451(202) Bridge Replacement;1st at North Fork	GT A	2,214,000	GT 1,808,000	GT 406,000									
	CHAF	M-451(202) Bridge Replacement;1st at North Fork	CB A	1,846,000	CB 1,846,000	CB									
	CHAF	Total M-451(202) Bridge Replacement;1st at North Fork	A	4,060,000	3,654,000	406,000									
5.	CHAF	M-451(199) Bridge Maintenance Improvements	GT A	350,000						GT 350,000					
6.	CHAF	M-451(177) Widen Benjamin from 4-lane to 5-lane 13th Street to 1st Street	CB B	15,350,000	CB 15,350,000										
	CHAF	M-451(177) Widen Benjamin from 4-lane to 5-lane 13th Street to 1st Street	GT B	2,650,000		GT 2,650,000									
	CHAF	M-451(177) Widen Benjamin from 4-lane to 5-lane 13th Street to 1st Street Total	B	18,000,000	15,350,000	2,650,000									
7.	CHAF	M-451(203) Michigan Avenue, 7th Street to 10th Street and Wood to 13th Street	GT A	25,000		GT 25,000									
	CHAF	M-451(203) Michigan Avenue, 7th Street to 10th Street and Wood to 13th Street	CB A	1,505,000	CB 376,000	CB 1,129,000									
	CHAF	M-451(203) Michigan Avenue, 7th Street to 10th Street and Wood to 13th Street Total	A	1,530,000	376,000	1,154,000									
8.	CHAF	M-451(204) Norfolk Avenue Flood Control Bridge Deck	GT A	2,100,000							GT 250,000		GT 1,850,000		
9.	CHAF	M-451(205) Elm Avenue Bridge Replacement	GT A	350,000									GT 100,000	GT 250,000	
10.	CHAF	M-451(206) Roundabout at 1st Street & Braasch Avenue	GT A	375,000	GT 300,000	GT 75,000									
11.	CHAF	M-451(206) Stormsewer Improvements at 1st Street & Braasch Avenue	GT A	380,000	GT 296,000	GT 84,000									
	CHAF	M-451(206) Stormsewer Improvements at 1st Street & Braasch Avenue	CB A	460,000	CB 460,000										

**CAPITAL IMPROVEMENT PROGRAM  
CITY OF NORFOLK, NEBRASKA  
Fiscal Years 2023-2024 through 2032-2033**

**PROJECT PRIORITY**  
A - Urgent  
B - Necessary  
C - Desirable

**FUNDING SOURCE CODES:**  
GR General Revenues  
RB Revenue Bonds  
GO General Obligation Bonds  
SC Service Charges  
SR Special Reserves

NBR State Revenues  
UR Utility Revenues  
GT Gas Tax Revenues  
AS Assessments  
FA Federal & State Grants

OF Other Funds  
3AA Federal Highway Funds  
ST Sales Tax  
K Keno Funds  
PST Public Safety Tax Anticipation Bonds

W911 Wireless E911 Funds  
CP Council Priorities  
GRA General Revenues ARP  
IE Improvement & Extension Account  
CB CHAF Bonds

PROJ. NO.	Dept.	PROJECT TITLE & DESCRIPTION	PROJECT PRIORITY	TOTAL EST.PROJ. COST	EXPENDED PRIOR TO 2023-2024	FUNDING SOURCE CODES									
						2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033
	CHAF	Total M-451(206) Stormsewer Improvements at 1st Street & Braasch Avenue	A	840,000	1,056,000	84,000									
12.	CHAF	Micro Seal / Armor Coat	GT A	1,125,000		200,000				925,000					
13.	CHAF	Street Improvements Prospect & Oak	GT A	300,000		300,000									
14.	CHAF	Intersection Studies: Benjamin Avenue & Victory Rd. - 7th Street and Madison Avenue	GT A	2,325,000		75,000	300,000				1,950,000				
15.	CHAF	M-451(226)25th Street Benjamin Avenue to Eisenhower	GT A	2,750,000		250,000		2,500,000							
16.	CHAF	M-451(230)Traffic Signal Head and Pedestrian Actuated System Improvements	GT A	250,000		50,000		50,000		50,000		50,000		50,000	
17.	CHAF	M-451(232)US-81, In Norfolk Resurfacing, NDOT Project No. NH-81-3(151), C.N. 32380, City's 20% share	GT B	330,800			330,800								
18.	CHAF	M-451(233)In Norfolk Traffic Signals at Intersection, NDOT Project No. HSIP-81-3(150), C.N. 32363, City's 20% share	GT B	130,000			130,000								
19.	CHAF	Community Decided Street Repair Projects	CB A	5,000,000		2,500,000	2,500,000								
20.	CHAF	Industrial Road Extension West of Highway 81	GT A	150,000		75,000	75,000								
21.	CHAF	Safe Streets for All Phase I	FA A	209,300		209,300									
	CHAF	Safe Streets for All Phase I	GT A	89,700		89,700									
	CHAF	Total Safe Streets for All Phase I	A	299,000		299,000									
22.	CHAF	GAP Paving - Northwestern and Jefferson	GT B	275,000		75,000	200,000								
	CHAF	GAP Paving - Northwestern and Jefferson	AS B	275,000			275,000								
	CHAF	Total GAP Paving - Northwestern and Jefferson	B	550,000		75,000	475,000								
		<b>CHAF Gas Tax Revenues</b>	GT	<b>27,119,500</b>	<b>2,404,000</b>	<b>5,804,700</b>	<b>2,035,800</b>	<b>3,550,000</b>	<b>1,000,000</b>	<b>2,325,000</b>	<b>3,300,000</b>	<b>1,150,000</b>	<b>3,050,000</b>	<b>1,400,000</b>	<b>1,100,000</b>
		<b>CHAF Assessments</b>	AS	<b>275,000</b>			<b>275,000</b>								
		<b>Federal &amp; State Grants</b>	FA	<b>209,300</b>		<b>209,300</b>									
		<b>CHAF State Revenues</b>	NBR												
		<b>CHAF Federal Highway Funds</b>	3AA												
		<b>CDBG Grants</b>	OF												
		<b>CHAF Bond</b>	CB	<b>24,961,000</b>	<b>18,832,000</b>	<b>3,629,000</b>	<b>2,500,000</b>								



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						2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033		
<b>General Fund:</b>																	
	Park	E Benjamin Avenue Trail, Hwy 35 to East	AS C	125,000						AS	125,000						
		<b>AS Total</b>									<b>125,000</b>						
	Park	Designated TaHaZouka Park Expansion-Scheffler Property	CP B	192,578		CP	192,578										
	Park	Unspecified Council Priority Projects	CP B	2,401,482		CP	601,482	CP	200,000	CP	200,000	CP	200,000	CP	200,000	CP	200,000
	Park	Land Acquisition	CP C	250,000		CP	250,000										
		<b>CP Total</b>					<b>1,044,060</b>		<b>200,000</b>		<b>200,000</b>		<b>200,000</b>		<b>200,000</b>	<b>200,000</b>	
		<b>Council Priorities Cummulative Ending Balance</b>					<b>0</b>		<b>0</b>		<b>0</b>		<b>0</b>		<b>0</b>	<b>0</b>	
	Adm	Window Replacement	FA B	75,890		FA	75,890										
	Str.	Flood Control Recertification-FEMA	FA B	5,723	FA	5,723											
	Str.	Flood Control Recertification-NEMA	FA B	954	FA	954											
	Park	Johnson Park	FA A	2,716,417	FA	1,194,008	FA	522,409	FA	1,000,000							
	Park	North Fork River Rehabilitation	FA A	864,098	FA	864,098											
	Park	37th Street Trail, Hwy 275 to S 1st St Cowboy Trail	FA C	800,000								FA	800,000				
		<b>FA Total</b>				<b>2,064,783</b>		<b>598,299</b>		<b>1,000,000</b>			<b>800,000</b>				
	Str.	Flood Control Recertification	GO B	9,230,119	GO	1,016,796	GO	438,323	GO	525,000	GO	6,800,000	GO	450,000			
		<b>GO Total</b>				<b>1,016,796</b>		<b>438,323</b>		<b>525,000</b>		<b>6,800,000</b>		<b>450,000</b>			
	Adm	Window Replacement	GR B	134,110		GR	134,110										
	Adm	Network Switches - All Divisions	GR B	200,000									GR	200,000			
	Adm	Network Battery Backup Replacement	GR C	50,000											GR	50,000	
	Adm	IT Infrastructure Replacement	GR B	200,000						GR	200,000						
	Str.	2005 Chevy Form Truck (228)(new 231) Replace with 1 Ton Supercrew Carryover from FY 21-22	GR A	100,000		GR	100,000										
	Str.	1999 IHC Water Truck (1201) (new 81202) net of \$20,000 trade/sell	GR B	115,000								GR	115,000				
	Str.	2004 Sterling Snow Plow (1145) (new 1158) Replace with F-550 Super Crew Easy Load. net of \$10,000 trade/sell	GR B	170,000		GR	170,000										
	Str.	2003 Freightliner, Snow Plow (1144) replace with fully outfitted (new 1159) net of \$10,000 trade/sell	GR B	260,000				GR	260,000								
	Str.	2003 Freightliner 4x4, Snow Plow (1143) replace with fully outfitted 4x4 (new 1160) net of \$10,000 trade/sell	GR B	280,000				GR	280,000								
	Str.	2008 Sterling, Snow Plow (1146) (new 1162) net \$10,000 trade/sell	GR B	260,000									GR	260,000			
	Str.	2010 Freightliner, Snow Plow (1147) replace with fully outfitted (new 1163) net \$10,000 trade/sell	GR B	260,000												GR	260,000
	Str.	2010 IHC Snow Plow (1154) (new 1164) replace with fully outfitted tandem net of \$20,000 trade/sell	GR B	300,000						GR	300,000						
	Str.	2010 IHC Snow Plow (1155) (new 1165) replace with fully outfitted tandem net of \$20,000 trade/sell	GR B	300,000								GR	300,000				

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						2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	
Str.		2013 Freightliner, Snow Plow (1148) (new 1161) net of \$10,000 trade/sell	GR B	260,000										GR	260,000	
Str.		2014 Peterbuilt Snow Plow (1149) (new 1165) net of \$10,000 trade/sell	GR B	260,000												GR 260,000
Str.		2018 Schwarze Sweeper (2715) (new 2717) net \$50,000 trade/sell	GR A	275,000		GR	275,000									
Str.		2022 Elgen Sweeper (2716) (new 2718) net \$50,000 trade/sell	GR A	275,000							GR	275,000				
Str.		2024 Sweeper (2717) (new 2719) net \$50,000 trade/sell	GR A	275,000									GR	275,000		
Str.		2013 Hyundai Front End Loader (2315) (new 2319) net of \$30,000 trade/sell	GR B	170,000						GR	170,000					
Str.		2015 Doosan Front End Loader (2316) (new 2320) net of \$30,000 trade/sell	GR B	170,000								GR	170,000			
Str.		2016 Hyundai Loader (2317) (new 2321) net of \$30,000 trade/sell	GR B	170,000												GR 170,000
Str.		1994 John Deere Patrol (2408) (new 2410) net of \$25,000 trade/sell	GR B	225,000					GR	225,000						
Str.		2012 Case Motor Patrol (2409) (new 2411) net of \$30,000 trade/sell	GR B	225,000												GR 225,000
Str.		2022 Crafco Crack Sealer (3606) (new 3607) net of \$5,000 trade/sell	GR B	65,000											GR	65,000
Str.		2006 JCB Backhoe (3603) (new 2605) net of \$5,000 trade/sell	GR B	80,000											GR	80,000
Str.		2011 Bobcat Skidloader (2507) (new 2511) net of \$5,000 will go to Transfer Station	GR B	70,000		GR	70,000									
Str.		2008 Ford F450 (Bucket Truck) (229) net of \$5,000 trade/sell	GR B	140,000					GR	140,000						
Str.		2009 Fair 8' Snow Blower (2205) (new 2207) net of \$5,000 trade/sell	GR B	200,000						GR	200,000					
Str.		2002 Orbit Screening Plant (3701) (new 3702)	GR B	70,000									GR	70,000		
Str.		2015 Ford F-250 (Pickup) (0230) New trade/sell net of \$5,000	GR B	80,000												GR 80,000
Str.		2006 Alamo HDF Grass 60 Mower (6813) (new 6818) net of \$5,000 trade/sell	GR B	60,000		GR	60,000									
Str.		Landscape Master Plan	GR B	1,603,236	GR 274,486	GR 782,925	GR 490,825	GR 55,000								
Park		Liberty Bell Park	GR B	125,000	GR 125,000											
Park		Repaint Slides at AquaVenture	GR B	60,000		GR 60,000										
Park		Central Park Improvements	GR B	81,500		GR 81,500										
Park		Aquaventure Repaint	GR B	100,000					GR 100,000							
		<b>GR Total</b>			<b>399,486</b>	<b>1,733,535</b>	<b>750,825</b>	<b>335,000</b>	<b>465,000</b>	<b>870,000</b>	<b>390,000</b>	<b>670,000</b>	<b>605,000</b>	<b>455,000</b>	<b>995,000</b>	
		<b>General Revenues Cumulative Ending Balance</b>				<b>186,744</b>	<b>33,288</b>	<b>322,561</b>	<b>483,720</b>	<b>187,094</b>	<b>442,420</b>	<b>370,343</b>	<b>375,456</b>	<b>575,347</b>	<b>64,687</b>	
Adm		Building Security and ADA Accessibility Upgrades	GRA B	100,000		GRA 100,000										
Adm		Network Battery Backup Replacement	GRA C	50,000		GRA 50,000										
Park		Johnson Park	GRA A	354,508			GRA 354,508									
Park		North Fork River Rehabilitation	GRA A	1,000,000	GRA 1,000,000											
Park		Two Pool Heaters at AquaVenture	GRA C	180,000		GRA 180,000										
Fire		Remodel Restrooms	GRA C	89,000		GRA 89,000										

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	WPC	WPC Grit Removal Building and Plant Upgrades: Grit Removal Facility, North Lift Station/PR Clarifier, Raw Lift Pipe & Valving, Trickling Filter A MCC Replacement, Primary #2 Overhaul, and Overland Waste Receiving Station	GRA B	1,250,000	GRA 215,000	GRA 1,035,000											
		<b>GRA Total</b>			<b>1,215,000</b>	<b>1,454,000</b>	<b>354,508</b>										
	Park	Johnson Park	K A	650,000	K 150,000	K 500,000											
	Park	North Fork River Rehabilitation	K A	1,031,701	K 1,031,701												
	Park	E Benjamin Avenue Trail, Hwy 35 to East	K C	75,000						K 75,000							
	Park	37th Street Trail, Hwy 275 to S 1st St Cowboy Trail	K C	500,000							K 500,000						
	Park	Inner City Priority GAP Trail Segments	K C	500,000								K 500,000					
	Park	East Benjamin Ave Trail	K B	250,000		K 250,000											
	Park	7th St Madison Ave to Omaha Ave Trail	K C	360,000			K 210,000	K 150,000									
	Park	Hwy 81 Undercrossing at Georgia Ave	K C	1,000,000											K 500,000	K 500,000	
	Park	37th St Trail (shared with Water)	K B	358,280	K 58,280			K 300,000									
	Park	Designated TaHaZouka Park Expansion-Scheffler Property	K B	41,598		K 41,598											
	Park	New Parks: Playgrounds and Restrooms	K C	475,000				K 125,000	K 125,000		K 125,000	K 100,000					
	Park	Liberty Bell Park	K B	260,000	K 60,000	K 200,000											
	Park	Splash Pad and Restroom West	K C	275,000													K 275,000
	Park	Urban Forestry Truck	K C	150,000								K 150,000					
	Park	Memorial Playground	K C	75,000				K 75,000									
	Park	Organized Sledding Hill with Snowmaking	K C	500,000					K 500,000								
	Park	Warren Cook Playground	K B	80,000	K 54,000	K 26,000											
	Park	Ta-Ha-Zouka Team Lockers	K B	135,000		K 135,000											
	Park	Central Park Playground	K C	160,000			K 160,000										
	Park	Replace Two Pool Heaters installed FY 22-23	K C	180,000													K 180,000
	Park	Land Acquisition	K C	150,000		K 150,000											
		<b>K Total</b>			<b>1,353,981</b>	<b>1,302,598</b>	<b>370,000</b>	<b>650,000</b>	<b>625,000</b>	<b>75,000</b>	<b>625,000</b>	<b>750,000</b>			<b>500,000</b>	<b>955,000</b>	
		<b>Keno Cummulative Ending Balance</b>				<b>217,482</b>	<b>421,467</b>	<b>315,440</b>	<b>212,982</b>	<b>720,958</b>	<b>588,215</b>	<b>276,147</b>	<b>872,577</b>	<b>837,900</b>	<b>174,124</b>		
	Park	Johnson Park	OF A	2,692,500	OF 1,223,769	OF 1,468,731											
	Park	North Fork River Rehabilitation	OF A	2,089,201	OF 1,675,803	OF 413,398											
	Park	Ta-Ha-Zouka Team Lockers	OF B	800,000		OF 600,000											
	Fire	Fire Engine to Replace 2003 International Pumper (Engine 6)	OF B	620,200						OF 620,200							
	Fire	Tanker to replace 2007 Kenworth (Tanker 11)	OF C	370,000					OF 370,000								
	Fire	Service/Equipment/Heavy Rescue Truck to Replace 2001 (Truck 9)	OF C	538,365											OF 538,365		
		<b>OF Total</b>			<b>2,899,572</b>	<b>2,482,129</b>	<b>720,200</b>	<b>100,000</b>	<b>370,000</b>						<b>538,365</b>		
	Fire	Station 1 & Station 2 Roof Replacement	PST A	425,000		PST 425,000											
	Fire	Sirens	PST A	400,000		PST 120,000	PST 120,000	PST 120,000	PST 40,000								
	Fire	Ambulance to Replace 2009 Chevy Ambulance (Rescue 2)	PST B	325,000			PST 325,000										
	Fire	Defibrillators/Moonitors - 4	PST B	256,000				PST 256,000									
	Fire	Station 1 Overhead Doors	PST C	125,000						PST 125,000							
	Fire	Ambulance to Replace 2016 Ford Ambulance (Rescue 3)	PST C	325,000								PST 325,000					

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Fire		SCBA Replacement (69)	PST C	605,550																	
Fire		Fire Engine to Replace 2003 Spartan Pumper (Engine 7)	PST C	656,000													PST 605,550			PST 656,000	
Police		CAD/RMS Upgrade	PST B	154,000																	
Police		Police Division Roof	PST B	215,000																	
Police		Animal Pound	PST B	350,000																	
Police		In-car Video Replacement/Body Camera	PST B	200,000																	
Police		Mobile Data Computer Upgrade	PST B	85,000																	
		<b>PST Total</b>																			
						<b>1,464,000</b>	<b>445,000</b>	<b>461,000</b>	<b>40,000</b>	<b>125,000</b>		<b>325,000</b>	<b>605,550</b>	<b>656,000</b>							
Park		Ta-Ha-Zouka Team Lockers	SR B	698,000																	
		<b>SR Total</b>																			
						<b>698,000</b>															
Police		CAD/RMS Upgrade	W911 B	146,000	W911 52,163																
Police		911 Call Equipment Upgrade	W911 B	230,000																	
		<b>W911 Total</b>																			
		<b>Grand Total</b>				<b>9,001,781</b>	<b>11,713,007</b>	<b>4,820,288</b>	<b>9,184,001</b>	<b>2,846,702</b>	<b>2,303,052</b>	<b>3,275,635</b>	<b>2,591,490</b>	<b>2,658,583</b>	<b>3,762,612</b>	<b>2,388,811</b>					

September 7, 2023

Honorable Mayor  
and  
City Council

Dear Mayor and Council:

On September 6, 2023, the Norfolk Planning Commission reviewed the City of Norfolk 2024-2033 Capital Improvement Program, which included the 2023-2028 One and Six-Year Street Improvements Plan.

It was presented by the Risk Manager, Lyle Lutt, and City Engineer, Steven Rames and discussed in its entirety with the Planning Commission.

The Planning Commission recommends approval of the Capital Improvement Program with a 5-0 vote.

Sincerely,



Dirk Waite, Vice-Chair  
Norfolk Planning Commission

RESOLUTION NO. 2023 - 57

BE IT RESOLVED by the Mayor and City Council of the City of Norfolk, Nebraska, that after presentation of the City of Norfolk Capital Improvement Program which includes the 2023-2028 One and Six-Year Street Improvement Plan, that:

The City of Norfolk Capital Improvement Program as presented and as filed in the office of the City Clerk be adopted as the official Capital Improvement Program for the current year.

PASSED AND APPROVED this 18th day of September, 2023.

ATTEST

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

(SEAL)

Approved as to form: \_\_\_\_\_  
City Attorney

Resolution No. 2023-58

WHEREAS, Section 13-519 of Nebraska Revised Statutes places a budget limitation on governmental units; and

WHEREAS, Section 13-519(2) of Nebraska Revised Statutes allows governmental units an additional 1% increase in budget authority with a vote of at least 75% of the Council; and

WHEREAS, the Mayor and City Council of the City of Norfolk, Nebraska, want to maintain maximum flexibility for future budgets.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Norfolk, Nebraska that unused budgeted authority carried forward to fiscal year September 30, 2025 shall contain the additional 1% increase in restricted fund authority allowed upon the affirmative vote of at least 75% of the Council.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

\_\_\_\_\_  
Brianna Duerst, City Clerk

\_\_\_\_\_  
Josh Moenning, Mayor

(SEAL)

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

ORDINANCE NO. 5849  
THE ANNUAL APPROPRIATION BILL

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.

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

Section 1. That after complying with all procedures required by law, the budget presented and set forth in the budget statement is hereby approved as the Annual Appropriation Bill for the fiscal year beginning October 1, 2023 through September 30, 2024. All sums of money contained in the budget statement are hereby appropriated for the necessary expenses and liabilities of the City of Norfolk, Nebraska.

Section 2. That there is required to be levied upon taxable property within the City of Norfolk an all-purpose and exclusive annual levy sufficient to raise \$5,930,229 for all municipal purposes except bonded indebtedness and the Vehicle Parking Fund, and there is required a levy sufficient to raise \$1,021,173 to cover interest and principal for general obligation bonds and \$105,121 for the Vehicle Parking Fund.

Section 3. That after complying with all procedures required by law the Proprietary Budget Statement presented for the Water, Sewer, Solid Waste, and Stormwater Utility funds is hereby approved for the fiscal year beginning October 1, 2023 through September 30, 2024.

Section 4. That the strategic plan presented and set forth in the budget statement is hereby approved.

Section 5. If any section of this ordinance, or any part of any section shall be declared invalid or unconstitutional, such declaration of invalidity shall not affect the validity of the remaining portions thereof.

Section 6. That this ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law, and publication in pamphlet form.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

\_\_\_\_\_  
Brianna Duerst, City Clerk

\_\_\_\_\_  
Josh Moenning, Mayor

(SEAL)

Approved as to form:

\_\_\_\_\_  
Danielle Myers-Noelle, City Attorney



Resolution No. 2023-59

WHEREAS, the Mayor and City Council of the City of Norfolk, Nebraska, held a public hearing on September 7, 2023 as required by Section 77-1632 of Nebraska Revised Statutes in order to set the tax requests at different amounts than the prior year's tax requests;

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

Section 1: The 2023-2024 Vehicle Parking Fund property tax request be set at \$105,121. The total assessed value of property differs from last year's total assessed value by an increase of 3.37%. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be .338594 per \$100 of assessed value. The 2023-2024 property tax request will cause its tax rate to be .35 per \$100 of assessed value. Based on the property tax request and changes in other revenue, the total operating budget of the Vehicle Parking Fund will exceed last year's by 18.06%.

Section 2: The 2023-2024 General Fund property tax request be set at \$5,930,229. The total assessed value of property differs from last year's total assessed value by an increase of 8.32%. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be .237878 per \$100 of assessed value. The 2023-2024 property tax request will cause its tax rate to be .250055 per \$100 of assessed value. Based on the property tax request and changes in other revenue, the total operating budget of the General Fund will exceed last year's by 2.90%.

Section 3: The 2023-2024 General Obligation Debt Service Fund property tax request be set at \$1,021,173. The total assessed value of property differs from last year's total assessed value by an increase of 8.32%. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be .043059 per \$100 of assessed value. The 2023-2024 property tax request will cause its tax rate to be .043059 per \$100 of assessed value. Based on the property tax request and changes in other revenue, the total operating budget of the General Obligation Debt Service Fund will exceed last year's by 3.40%.

Section 5: Based on the property tax request and changes in other revenue, the total City of Norfolk non-proprietary operating budget will be lower than last year's by 5.00%.



ORDINANCE NO. 5850

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. 5802; PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND WHEN THIS ORDINANCE SHALL TAKE EFFECT.

Section 1. The Mayor and City Council do hereby fund and adopt as the classification of employees of the City of Norfolk and the ranges of compensation to be paid for such classification as follows:

<u>GRADE</u>	<u>POSITIONS</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
39	CITY ADMINISTRATOR	11945	17148
38		11398	16285
37		10880	15466
36		10388	14686
35		9909	13949
34		9460	13243
33	CITY ATTORNEY DIRECTOR OF PUBLIC WORKS FINANCE OFFICER	9028	12579
32	INFORMATION SYSTEMS MANAGER	8614	11945
31	POLICE CHIEF	8345	11398
30	HUMAN RESOURCES DIRECTOR OPERATIONS MANAGER PARKS AND RECREATION DIRECTOR PLANNING & DEVELOPMENT DIRECTOR ECONOMIC DEVELOPMENT DIRECTOR	7975	10880
29	FIRE CHIEF	7621	10388
28	STREETS MANAGER	7282	9909
27	POLICE CAPTAIN	6956	9460
26	PROGRAMMER/ANALYST SENIOR ACCOUNTANT WASTEWATER SUPERINTENDENT ASSISTANT CITY ENGINEER INFORMATION SYSTEMS NETWORK/SECURITY ANALYST	6651	9028
25	WATER & SEWER DIRECTOR FIRE ASSISTANT CHIEF	6355	8614

<u>GRADE</u>	<u>POSITIONS</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
24	LIBRARY DIRECTOR CITY CLERK ASSISTANT DIRECTOR - RECREATION	6072	8345
23	SOLID WASTE SUPERVISOR POLICE OPERATIONS LIEUTENANT DETECTIVE LIEUTENANT	5803	7975
22	STAFF ENGINEER TECHNOLOGY & IMPLEMENTATION SUPPORT SPECIALIST FIRE MARSHAL ACCOUNTANT HOUSING DIRECTOR	5544	7621
21	FIRE CAPTAIN POLICE SERGEANT SHOP SUPERVISOR	5301	7282
20	WATER SUPERVISOR WASTEWATER SUPERVISOR ENGINEERING TECHNICIAN III EMERGENCY MANAGER STREET MAINTENANCE SUPERVISOR PAYROLL & BENEFITS ADMINISTRATOR PARKS SUPERVISOR	5067	6956
19	FIRE LIEUTENANT CODE COMPLIANCE OFFICIAL ELECTRICAL OFFICIAL PLUMBING, MECHANICAL OFFICIAL BUILDING OFFICIAL SCHOOL RESOURCE OFFICER POLICE OFFICER/INVESTIGATOR POLICE OFFICER ATHLETICS SUPERVISOR LIBRARY TECH SERVICES SUPERVISOR CREW FOREMAN	4848	6651
18	HOUSING PROGRAM MANAGER FIRE FIGHTER/INSPECTOR STORMWATER SPECIALIST/ENGINEERING ASSISTANT ELECTRONIC SPECIALIST ENGINEER AIDE II/GEOMATICS TECH ELECTRICIAN/SIGNAL TECH	4629	6355

<u>GRADE</u>	<u>POSITIONS</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
17	MAINTENANCE FOREMAN LIBRARIAN / YOUTH SERVICES SUPERVISOR LIBRARY PATRON SERVICES SUPERVISOR LIBRARY CIRCULATION SUPERVISOR ADMINISTRATIVE ASSISTANT/BUDGET COORDINATOR COMMUNICATIONS MANAGER DISPATCHER SUPERVISOR ADMINISTRATIVE SUPPORT SPECIALIST TALENT AND RECRUITMENT COORDINATOR CHEMICAL TECHNICIAN	4427	6072
16	WASTEWATER PLANT OPERATOR II ECONOMIC DEVELOPMENT BUSINESS RESOURCE SPECIALIST FIREFIGHTER PREVENTIVE MAINTENANCE MECHANIC LEGAL ASSISTANT RECREATION COORDINATOR EQUIPMENT MECHANIC II	4231	5803
15	EQUIPMENT MECHANIC I UTILITY WORKER (WATER/SEWER) WATER PLANT OPERATOR I WASTEWATER PLANT OPERATOR I SOLID WASTE OPERATOR ADMINISTRATIVE ASSISTANT/ EMERGENCY MANAGEMENT COORDINATOR RECORDS SUPERVISOR ADMINISTRATIVE ASSISTANT - POLICE ECONOMIC DEVELOPMENT COORDINATOR	4046	5544
14	ACCOUNT CLERK III ADMINISTRATIVE ASSISTANT III PERMITS TECHNICIAN EQUIPMENT OPERATOR PARKS & RECREATION MAINTENANCE WORKER II PLANNING & DEVELOPMENT ASSISTANT HOUSING ACCOUNTING SPECIALIST ARBORIST METER READER	3869	5301
13	HOUSING COORDINATOR/ MAINTENANCE WORKER PARKS & RECREATION MAINTENANCE WORKER I ADMINISTRATIVE ASSISTANT II DISPATCHER ADMINISTRATIVE ASSISTANT/CLAIMS COORDINATOR PROPERTY CONTROL OFFICER COMMUNITY SERVICE OFFICER	3599	5067
12	LIBRARY ASSISTANT III CLIENT SERVICES ASSISTANT CLIENT SUPPORT SPECIALIST (HOUSING)	3419	4848

<u>GRADE</u>	<u>POSITIONS</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
11	MAINTENANCE WORKER ADMINISTRATIVE ASSISTANT I LIBRARY ASSISTANT II LIBRARY MARKETING & EVENTS ASSISTANT	3262	4629
10	SCALE CLERK	3115	4427
9		2975	4231
8	LIBRARY ASSISTANT I	2839	4046
7		2703	3869
6	LIBRARY AIDE	2577	3599
5		2454	3419
4	LIBRARY PAGE	2340	3262
3		2234	3115
2		2127	2975
1		2025	2839

Section 2. That Ordinance No. 5802 is hereby repealed.

Section 3. That the pay schedule as set forth in Section 1 and 2 shall be effective as of the date of October 1, 2023.

Section 4. That this ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM: \_\_\_\_\_  
CITY ATTORNEY

**City of Norfolk, Nebraska**  
**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Norfolk, Nebraska, a municipal corporation, hereinafter referred to as “City” and

Embris Group, LLC  
hereinafter referred to as “Consultant”.

a Professional LLC of the State of Nebraska,

with a place of business at:  
963 N. 13<sup>th</sup> Street  
Fort Calhoun, NE 68023

Phone: 402-204-1724  
Fed EIN #88-0891103  
Email: kyliewilmes@embrigroup.com

**RECITALS**

WHEREAS, The City proposes to engage Consultant in accordance with the terms and conditions set forth herein to render professional assistance in

Regional Detention Planning Study

(“Consultant Services”) and;

WHEREAS, Consultant possesses certain skills, experience, education and competency to perform the Consultant Services on behalf of the City, and the City desires to engage Consultant for such Consultant Services on the terms herein provided and;

WHEREAS, Consultant hereby represents that Consultant is willing and able to perform the Consultant Services in accordance with the proposed Consultant Services submitted with this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the above Recitals and the mutual obligations of the parties hereto, the parties hereto agree as follows:

1. **Contract Administrators.** Steve Rames, of the City's City Engineer Department, shall be the City's representative for the purposes of administering this Agreement and shall have authority on behalf of the City to give approvals under this Agreement. Aaron Hirsh, of the Consultant, will supervise all services and be in charge of performance of the Consultant Services as set forth in this Agreement.
2. **Scope of Services.** Consultant agrees to undertake, perform and complete in an expeditious, satisfactory and professional manner the services set forth in Attachment A on behalf of the City. In the event there is a conflict between the terms of Attachment A and this Agreement, the terms of this Agreement shall control.

3. **Term of Agreement.** The term of this Agreement shall commence upon execution of this Agreement by both parties and shall continue until completion of all obligations of this agreement, but in no event longer than 18 months.
4. **Compensation.** Engineer shall be paid the actual time of personnel performing such services on an hourly cost basis times a factor of 3.25 for services rendered by their principles and employees engaged directly on the project. ~~and all actual reimbursable expenses in accordance with Reimbursable Expenses Schedule attached to this agreement.~~ The aggregate, not to exceed fee, including reimbursable expenses for this contract is Sixty-Five Thousand Seven Hundred Dollars (\$65,700). All approved payments will be made to the Consultant. Failure of the City to accept the recommendations or work of the Consultant on the basis of differences of professional opinion shall not be the basis for rejection of the work performed by the Consultant or for nonpayment of the Consultant.
5. **Services; Confidentiality.** All services, including reports, opinions and information to be furnished under this Agreement shall be considered confidential and shall not be divulged, in whole or in part, to any person other than to duly authorized representatives of the City, without the prior written approval of the City or by order of a court of competent jurisdiction. The provisions in this section shall survive any termination of this Agreement.
6. **City Employees; Raiding Prohibited.** Consultant shall not engage the services of any person or persons presently in the employ of the City for work covered by this Agreement without the written consent of the City.
7. **Termination of Agreement.**
  - a. This Agreement may be terminated by the City or the Consultant if the other party fails to adequately perform any material obligation required by this Agreement (“Default”). Termination rights under this paragraph may be exercised only if the defaulting party fails to cure a Default within ten (10) calendar days after receiving written notice from the non-defaulting party specifying the nature of the Default.
  - b. The City may terminate this Agreement, in whole or part, for any reason for the City's own convenience upon at least ten days written notice to the Consultant.
  - c. The City may terminate this Agreement in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of the City. In the event of unavailability of funds to pay any amounts due under this Agreement, City shall immediately notify the Consultant and this Agreement shall terminate without penalty or expense to City. Upon termination, the City shall pay Consultant for any approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by this Agreement. If the Agreement is terminated by the City as provided in A or B above, Consultant shall be paid for all services performed, and reimbursable expenses incurred, not to exceed the maximum amounts payable under Article IV above, up until the date of termination. Consultant hereby expressly waives any and all claims for damages or compensation arising under this Agreement except as set forth in this paragraph in the event of termination. Further, Consultant agrees that, upon termination as provided in this paragraph, it shall not be employed by any developer or other party who is or may be interested in the work effort as defined in Article II, or interested in the decisional process relating to the application of such findings as may result from the tasks performed as defined in Article II for a period of one (1) year after such termination, without prior approval of the City.



8. **Additional Services.** The City may from time to time, require additional services from the Consultant including but not limited to, special reports, graphics, attendance at meetings or presentations. Such additional services, including the amount of compensation for such additional services, which are mutually agreed upon in advance by and between the City and Consultant shall be effective when incorporated in written amendments to this Agreement.
9. **Fair Employment.** In connection with the performance of work under this Agreement, Consultant agrees that it shall not discriminate against any employee or applicant for employment with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status in accordance with the requirements of *Neb. Rev. Stat. § 48-1122*, as amended.
10. **Fair Labor Standards.** The Consultant shall maintain Fair Labor Standards in the performance of this Agreement as required by Chapter 73, Nebraska Revised Statutes, as amended.
11. **Assignability.** The Consultant shall not assign any interest in this Agreement, except for the work of the Subcontractors identified in this Agreement, delegate any duties or work required under this Agreement, or transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Consultant from City under this Agreement may be assigned without such approval, but notice of any such assignment shall be furnished promptly to the City.
12. **Interest of Consultant.** Consultant covenants that Consultant presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by Consultant under this Agreement.
13. **Ownership, Publication, Reproduction and Use of Material.** Consultant agrees to and hereby transfers all rights, including those of a property or copyright nature, in any reports, studies, information, data, digital files, imagery, metadata, maps, statistics, forms and any other works or materials produced under the terms of this Agreement. No such work or materials produced, in whole or in part, under this Agreement, shall be subject to private use or copyright by Consultant without the express written consent of City. The City shall have the unrestricted rights of ownership of such works or materials and may freely copy, reproduce, broadcast, or otherwise utilize such works or materials as the City deems appropriate. The City shall also retain all such rights for any derivative works based on such works or materials.
14. **Copyrights, Royalties, and Patents; Warranty.** Without exception, Consultant represents the consideration for this Agreement includes Consultant's payment for any and all royalties or costs arising from patents, trademarks, copyrights, and other similar intangible rights in any way involved with or related to this Agreement. Further, Consultant shall pay all related royalties, license fees, or other similar fees for any such intangible rights. Consultant shall defend suits or claims for infringement of any patent, copyright, trademark, or other intangible rights that Consultant has used in the course of performing this Agreement. Consultant represents that all materials, processes, or other protected rights to be used in the Consultant Services have been duly licensed or authorized by the appropriate parties for such use. Consultant agrees to furnish the City upon demand written documentation of such license or authorization. If unable to do so, Consultant agrees that the City may withhold a reasonable amount from Consultant's compensation herein to defray any associated costs to secure such license or authorization or defend any infringement claim.

15. **Insurance; Coverage.** The Consultant shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City, which shall not withhold approval unreasonably, with the coverages, minimum limits, and endorsements described herein and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the City, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City prior to execution of the Agreement. Deductible levels shall be provided in writing from the Consultant's insurer and will be no more than \$100,000.00 per occurrence.

a. **Workers' Compensation; Employers' Liability.**

The Consultant shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$1,000,000.00 each accident or injury shall be included. The Consultant shall provide the City with an endorsement for waiver of subrogation. The Consultant shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

b. **Commercial General Liability.**

The Consultant shall provide proof of Commercial General Liability Insurance with the coverages and at the minimum limits set forth herein. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury and shall be no less than \$1,000,000 Each Occurrence and \$2,000,000 Aggregate. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the Consultant shall provide an additional insured endorsement acceptable to the City. The description of operations must state "Blanket coverage for all projects and operations of Consultant" or similar language that meets the approval of the City, which approval shall not be unreasonably withheld.

c. **Automobile Liability.** The Consultant shall provide proof of Automobile coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

d. **Pollution Liability.** (Required only if appropriate\*)

Consultants shall provide proof of pollution liability insurance arising out of all operations of the Consultants and sub-consultants, due to discharge, dispersal, release, or escape of contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water with bodily injury and property damage limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- 2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 3) Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
- 4) Definition of pollution conditions shall include but are not limited to; asbestos, lead, and mold so that these risks are covered if caused by Consultant/successful candidate's work or operations.

5) Coverage is required on an occurrence form.

*\*Coverage required whenever work under contract involves pollution risk to the environment.*

e. **Errors and Omissions; Professional Liability.** (Required only if appropriate\*)

Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Consultant in the performance of this Agreement, with a liability limit of not less than \$1,000,000 each claim. Consultant shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act, including infringement of intellectual property (except patent and trade secret) of the Consultant.

*\*Required whenever service Consultant is required to be certified, licensed or registered by a regulatory entity and/or where the Consultant's judgment in planning and design could result in economic loss to City/County/PBC.*

f. **Additional Insured.**

An Additional Insured endorsement shall be provided to City naming City as additional insured under the commercial general liability policy and automobile liability policy. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the City being secondary or excess.**

g. **Certificates; Endorsements.**

The Consultant shall provide certificates of insurance and endorsements evidencing compliance with these requirements. Endorsements shall include, but not be limited to, additional insured, waiver of subrogation, and 30 days' notice of cancellation. Other endorsements shall be provided by the Consultant as may be required by the City. During the term of the Agreement and during the period of any required continuing coverages, the Consultant shall provide, prior to expiration of the policies, certificates and endorsements evidencing renewal of insurance coverages. The parties agree that the failure of City to object to the form of a certificate and/or additional insured endorsement provided shall not constitute a waiver of this requirement.

h. **Risk of Loss; Sub-consultant.**

**Except to the extent covered by the builder's risk insurance, the Consultant shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any Sub-consultant's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Consultant shall be solely responsible for ensuring each sub-consultant shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other sub-consultants. Consultant shall protect its Work from damage by the elements or by other trades working in the area.**

i. **Umbrella or Excess Liability.**

The Consultant may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

j. **Minimum Scope of Insurance.**

All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance

coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

**k. Indemnification.**

To the fullest extent permitted by law the Consultant shall indemnify, defend, and hold harmless the City, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Consultant, a sub-consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Consultant shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the City.

**l. Reservation of Rights.**

The City reserves the right to require a higher limit of insurance or additional coverages when the City determines that a higher limit or additional coverage is required to protect the City or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

**m. Sovereign Immunity.**

Nothing contained in this clause or other clauses of this Agreement/Contract shall be construed to waive the Sovereign Immunity of the City.

- 16. Notice.** Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by fax, commercial carrier or certified mail, postage prepaid, return receipt requested to the following addresses:

City of Norfolk Nebraska \_\_\_\_\_  
City Engineer \_\_\_\_\_  
Attention: Steve Rames \_\_\_\_\_

309 N. 5<sup>th</sup> Street  
Norfolk, NE 68701

*[Name & address of person to whom  
Notice to Consultant is to be given]*

- 17. Independent Contractor.** The City is interested only in the results produced by this Agreement. Consultant has sole and exclusive charge and control of the manner and means of performance. Consultant shall perform as an independent contractor and it is expressly understood and agreed that Consultant is not an employee of the City and is not entitled to any benefits to which City employees are entitled, including, but not limited to, overtime, retirement benefits, workmen=s compensation benefits, sick leave and/or injury leave.

18. **Nebraska Law.** This Agreement shall be construed pursuant to the laws of the State of Nebraska.
19. **Integration.** This Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Agreement.
20. **Amendment.** This Agreement may be amended or modified only in writing signed by both the City and Consultant.
21. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
22. **Waiver of Contractual Right.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
23. **Audit and Review.** The Consultant shall be subject to audit and shall make available to a contract auditor copies of all financial and performance related records and materials germane to this Agreement, as allowed by law.
24. **Federal Immigration Verification.** If the Consultant is a business entity or corporation, then in accordance with Neb. Rev. Stat. §§ 4-108 through 4-114, the Consultant agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 USC 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A. 1324b. The Consultant shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to [www.uscis.gov/everify](http://www.uscis.gov/everify).
- a. **Attestation Form.** If the Consultant is an individual or sole proprietor, the Consultant agrees to complete the United States Citizenship Attestation Form as provided by the City and attach it to the Agreement.
- b. **Public Benefits Eligibility Status Check.** If the Consultant is agreeing to determine eligibility for and provide a public benefit as public benefit is defined under Neb. Rev. Stat. §§ 4-108 through 4-114, the Consultant agrees to have each applicant for public benefits attest that he or she is a U.S. citizen or qualified alien using the form attached. The Consultant agrees to register and use the SAVE Program as required under Neb. Rev. Stat. §§ 4-108 through 4-114. If the applicant indicates he or she is an alien, the Consultant shall verify the applicant's lawful presence in the United States as provided under the SAVE Program and retain all documentation and provide copies of such documentation at the City's request. For information on the SAVE program, go to [www.uscis.gov/SAVE](http://www.uscis.gov/SAVE).

25. **Representations.** Each party hereby certifies, represents and warrants to the other party that the execution of this Agreement is duly authorized and constitutes a legal, valid and binding obligation of said party.
26. **Professional Licensing.** Consultant shall be a legal business entity registered with the Nebraska Secretary of State and, if required, the State of Nebraska Board of Engineers and Architects.

IN WITNESS WHEREOF, Consultant and the City do hereby execute this Agreement as of the Execution Date set forth above.

**CITY OF NORFOLK, NEBRASKA**

By: \_\_\_\_\_  
Josh Moenning, Mayor of Norfolk

ATTEST:

\_\_\_\_\_

Brianna Duerst,  
City Clerk

**CONSULTANT**

By: *Kyle A. Walnes*  
Title: Principal



**UNITED STATES CITIZENSHIP ATTESTATION FORM FOR  
INDIVIDUAL CONSULTANT  
(to be used pursuant to Section XXVII.B)**

For the purposes of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows: I am a citizen of the United States.

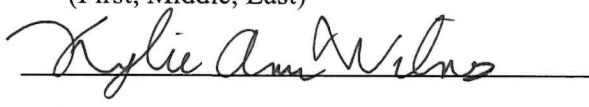
OR

I am a qualified alien under the Federal Immigration and Nationality Act. My immigration status and alien number are as follows:

\_\_\_\_\_, and I agree to provide a copy of the USCIS (United States Citizenship and Immigration Services) documentation upon request required to verify the Consultant's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete and accurate and I understand that this information may be used to verify my lawful presence in the United States. I understand and agree that lawful presence in the United States is required and the consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §§ 4-108.

PRINT NAME: Kylie Ann Wilmes  
(First, Middle, Last)

SIGNATURE: 

DATE: 9-6-2023



**UNITED STATES CITIZENSHIP ATTESTATION FORM FOR  
PUBLIC BENEFIT  
(to be used pursuant to Section XXVII.C)**

For the purposes of complying with Neb. Rev. Stat. §§4-108 through 4-114, I attest as follows: I am a citizen of the United States.

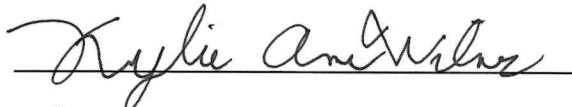
OR

I am a qualified alien under the Federal Immigration and Nationality Act. My immigration status and alien number are as follows:

\_\_\_\_\_, and I agree to provide a copy of my USCIS (United States Citizenship and Immigration Services) documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete and accurate and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME: Kylie Ann Wilmes  
(First, Middle, Last)

SIGNATURE: 

DATE: 9-6-2023

**SCOPE OF SERVICES****PROJECT DESCRIPTION**

The City of Norfolk 2017 Comprehensive Plan Update outlines the projected growth areas of the city for the next two decades, with development and redevelopment anticipated throughout the city. According to the 2017 Comprehensive Plan Update, Norfolk is projecting upwards of 16% population growth rate by the year 2040 which will result in the need for additional housing and businesses to serve the population. The key growth areas for the city are residential growth in the northwest area of the city and both residential and commercial/industrial growth in the northeast area of the city.

As stated in the Drainage Criteria Manual (FHU, 2020), in new or redevelopment areas the post-project peak flow rates shall not exceed existing peak flow rates for the 2-year, 10-year, and 100-year discharges. In areas where impervious areas (i.e., pavement, rooftops) are increasing this results in the need for retention or detention systems to lower the flows down to the existing levels. Since this requirement is applicable to all projects that disturb one acre or more, this may result in numerous small privately owned retention/detention systems throughout the city.

The City of Norfolk Engineering Department has expressed that multiple small retention/detention systems throughout the city may be difficult to manage and maintain. The City of Norfolk would therefore like to investigate the potential for regional retention/detention systems. Additionally, it was requested that the potential crediting of existing stormwater retention/detention systems be investigated for their potential to account for future regional development.

This project shall include a planning level 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 systems 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. The engineering services provided for in this scope of services are understood to be for the preparation of the following documents:

1. Retention/detention system assessment including desktop review, review of past reports, field investigation, brief hydrologic and hydraulic analysis, recommendations, and preparation of summary report.
2. Conceptual opinion of probable construction costs for retention/detention systems.
3. Review of potential funding opportunities to include, but not limited to, the following:
  - State Revolving Fund
  - Nebraska Environmental Trust Fund
  - NDEE Section 319 Program
  - Platting Fee/Impact Fee

**SCOPE OF SERVICES****Task 1: Project Management and Coordination**

- 1.1 Attend a kick-off meeting with the Owner to understand project requirements and expectations. Meeting minutes will be taken.
- 1.2 Ongoing project management, invoicing, and coordination activities.
- 1.3 Receive existing data from Owner, including any relevant as-builts or information on previous studies on existing or potential retention/detention systems.

**Task 1 Meetings:**

- Kickoff Meeting
- Phone calls or virtual meetings as necessary to coordinate with Owner.

**Task 1 Deliverables:**

- Kickoff Meeting Minutes

**Task 2: Retention/Detention System Assessment**

- 2.1 Desktop review of the up to twelve (12) potential regional retention/detention sites identified during the Kick-Off Meeting, including:
  - 2.1.1 Review of LiDAR topographic information over the available years.
  - 2.1.2 Review of storm sewer network, utilities, roadways, and other infrastructure.
  - 2.1.3 Review of SSURGO soils data for determination of infiltration rates.
  - 2.1.4 Review of National Wetlands Inventory for presence of identified wetlands.
  - 2.1.5 Review of FEMA Flood Insurance Study (FIS) for review of flood zones.
  - 2.1.6 Review of existing hydrology and hydraulic (H&H) information and as-built drawings for determination of potential retention or detention storage capacity in existing systems, including Skyview Lake, Ta Ha Zouka, Raasch Reservoir, Medelmans Lake, and others as identified throughout the project.
  - 2.1.7 Review of past planning studies on regional retention or detention systems.
  - 2.1.8 Identification of potential retention/detention sites for further investigation.
- 2.2 Field investigation of the potential retention/detention sites including:
  - 2.2.1 Sites identified in previous retention/detention reports.
  - 2.2.2 Existing stormwater features, including Skyview Lake, Ta Ha Zouka, Raasch Reservoir, Medelmans Lake, and others as identified throughout the project.
  - 2.2.3 Other potential sites as identified through the desktop review.
- 2.3 Retention/Detention System Assessment Report
  - 2.3.1 Preliminary H&H of up to six (6) viable sites identified in desktop/field investigations. The H&H analysis will utilize available LiDAR contour data, GIS information, and as-built data to estimate potential storage capacities. ArcHYDRO drainage area delineation will be used to determine hydrology. Autodesk Hydraflow analysis will be conducted to size potential weir or outlet structure systems for the purposes of construction cost estimating.
  - 2.3.2 Report outlining the results of the desktop review and field investigation.
  - 2.3.3 Conceptual cost estimate for six (6) potential retention/detention systems.

**Task 2 Meetings:**

- Field investigation meetings with City staff as needed.

**Task 2 Deliverables:**

- Retention/Detention System Assessment Report
- Conceptual construction cost estimates for six (6) potential retention/detention systems

**Task 3: Funding Opportunity Review**

3.1 Assist Owner in determining potential funding sources for projects including, but not limited to:

- a. State Revolving Fund
- b. Nebraska Environmental Trust Fund
- c. NDEE Section 319 Program
- d. Platting Fee/Impact Fee

3.2 Development of potential cost-sharing program framework for public-private partnerships for construction of regional retention/detention sites.

3.3 Preparation of Funding Opportunities Memo which outlines the potential funding mechanisms, eligibility, grant schedules, and other pertinent information.

**Task 3 Meetings:**

- Phone calls with funding agencies

**Task 3 Deliverables:**

- Funding Opportunities Summary will be included in Retention/Detention Assessment Report

**Task 4: Stakeholder Coordination**

4.1 Assist Owner in scheduling, promoting, and hosting no more than two (2) stakeholder coordination meetings to present up to six (6) potential regional retention/detention sites, financing strategies, and to solicit feedback. Engineer will prepare Stakeholder Coordination Meeting Powerpoint Presentation and Exhibits.

4.2 Further development of potential cost-sharing program framework for public-private partnerships for construction of regional retention/detention sites.

4.3 Upon receiving public stakeholder feedback on the potential regional retention/detention sites and the financing strategies a final recommendation memo on the prioritization of potential sites will be prepared.

4.4 Presentation of final recommendations to City Council.

**Task 4 Meetings:**

- Stakeholder Coordination Meetings (no more than two)
- Final Recommendations Meeting

**Task 4 Deliverables:**

- Stakeholder Coordination Powerpoint Presentation and up to six (6) Exhibits
- Final Recommendations Memo

**ANTICIPATED SCHEDULE**

1. Kick-Off Meeting – Within twenty (20) calendar days of issuance of Notice-To-Proceed, dependent upon City Staff availability.
2. Desktop Review – Within thirty (30) calendar days after Kick-Off Meeting
3. Field Investigation – Within sixty (60) calendar days after Desktop Review
4. Retention/Detention Systems Assessment Report – Ninety (90) days after completion of Field Investigation
5. Stakeholder Coordination – Within ninety (90) days after completion of Retention/Detention Systems Assessment Report, dependent upon City Staff availability
6. Final Recommendations – Within thirty (30) calendar days from Stakeholder Coordination Meeting

**ADDITIONAL SERVICES REQUIRING OWNER'S WRITTEN AUTHORIZATION**

If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of the Scope of Services and will be paid for by Owner at an amount equal to the cumulative hours charged by each class of Engineer's personnel providing such Additional Services times Standard Hourly Rates for each applicable billing class.

1. Topographic survey, property line delineation, boundary survey, easement or land acquisition property descriptions or services.
2. Land-owner notifications for access associated with field investigation.
3. Water sampling or testing.
4. Detailed hydrologic or hydraulic modeling of existing or proposed retention/detention systems.
5. Preparation of grant applications.
6. Design services/preparation of engineered drawings or any environmental clearances and permitting.
7. Construction services including construction staking, construction management or observation, materials testing services.

ATTACHMENT A - BREAKDOWN OF COSTS



**Project:** Norfolk Regional Detention Planning Study  
**Date:** 9/6/2023

Classification:	Project Manager	Sr. QC Reviewer	Principal	EIT	Subtotal	Subtotal
Hourly Rate:	\$185	\$210	\$210	\$150	Hours	Fee
Task 1. Project Management	20		4		24	\$4,540.00
Task 2.1 Desktop review	20		4	24	48	\$8,140.00
Task 2.2 Field Investigation	20		4	24	48	\$8,140.00
Task 2.3 Retention/Detention Assessment Report	40	4	8	40	92	\$15,920.00
Task 3. Funding Opportunity Review	32	6	12	16	66	\$12,100.00
Task 4. Stakeholder Coordination	48	6	12	28	94	\$16,860.00
<b>TOTAL HOURS</b>	180	16	44	132	372	
<b>TOTAL FEE</b>	\$33,300	\$3,360	\$9,240	\$19,800		
					<b>TOTAL</b>	<b>\$65,700.00</b>

**1. SCOPE OF SERVICES:** Embris Group, LLC (EMBRIS) shall perform the services described in Attachment A. EMBRIS shall invoice the owner for these services at the fee stated in Attachment A.

**2. ADDITIONAL SERVICES:** EMBRIS can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates when approved in advance in writing.

**3. OWNER RESPONSIBILITIES:** The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to EMBRIS's submissions; and give prompt written notice to EMBRIS whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish EMBRIS with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While EMBRIS shall take reasonable precautions to minimize damage to the property, ~~it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.~~

**4. TIMES FOR RENDERING SERVICES:** EMBRIS's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, EMBRIS's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of EMBRIS, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in writing in the scope, extent, or character of the project, the time of performance of EMBRIS's services shall be adjusted equitably.

**5. INVOICES:** EMBRIS shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to EMBRIS for services and expenses within 30 days after receipt of EMBRIS's statement, EMBRIS may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until EMBRIS has been paid in full all amounts due for services, expenses, and charges.

**6. STANDARD OF CARE:** The standard of care for all services performed or furnished by EMBRIS under the agreement shall be the care and skill ordinarily used by members of EMBRIS's profession practicing under similar circumstances at the same time and in the same locality. EMBRIS makes no warranties, express or implied, under this agreement or otherwise, in connection with EMBRIS's services.

EMBRIS shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. EMBRIS shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

**7. REUSE OF DOCUMENTS:** Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without EMBRIS's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless EMBRIS from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

**8. ELECTRONIC FILES:** Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by EMBRIS. Files in electronic media format of text, data, graphics, or of other types that are furnished by EMBRIS to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

**a.** Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. EMBRIS shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

**b.** When transferring documents in electronic media format, EMBRIS makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by EMBRIS at the beginning of the project.

**c.** The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

**d.** If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

**e.** Any verification or adaptation of the documents by EMBRIS for extensions of the project or for any other project shall entitle EMBRIS to further compensation at rates to be agreed upon by the owner and EMBRIS.

**9. SUBCONSULTANTS:** EMBRIS may employ consultants as EMBRIS deems necessary to assist in the performance of the services. EMBRIS shall not be required to employ any consultant unacceptable to EMBRIS.

**10. INDEMNIFICATION:** To the fullest extent permitted by law, EMBRIS and the owner shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, interns, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying

parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of EMBRIS and the owner, they shall be borne by each party in proportion to its negligence.

~~**11. INSURANCE:** EMBRIS shall procure and maintain the following insurance during the performance of services under this agreement:~~

~~**a. General Liability**~~

~~i. Each Occurrence (Bodily Injury and Property Damage):  
\$1,000,000~~

~~ii. General Aggregate: \$2,000,000~~

~~**b. Auto Liability**~~

~~i. Combined Single: \$1,000,000~~

~~**c. Excess or Umbrella Liability**~~

~~i. Each Occurrence: \$1,000,000~~

~~ii. General Aggregate: \$1,000,000~~

~~**d. Professional Liability:**~~

~~i. Each Occurrence: \$1,000,000~~

~~ii. General Aggregate: \$2,000,000~~

~~**e.** All policies of property insurance shall contain provisions to the effect that EMBRIS and EMBRIS's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.~~

~~**f.** The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause EMBRIS and EMBRIS's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.~~

~~**g.** The owner shall reimburse EMBRIS for any additional limits or coverages that the owner requires for the project.~~

~~**12. TERMINATION:** This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, EMBRIS shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow EMBRIS to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.~~

**13. GOVERNING LAW:** This agreement is to be governed by the law of the state in which the project is located.

**14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES:** The owner and EMBRIS each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and EMBRIS are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and

said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

**a.** Neither the owner nor EMBRIS may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

**b.** Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or EMBRIS to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

**c.** All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and EMBRIS and not for the benefit of any other party.

~~**15. PRECEDENCE:** These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding EMBRIS's services.~~

**16. SEVERABILITY:** Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and EMBRIS, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**17. NON-DISCRIMINATION CLAUSE:** Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability, or sex.

**18. E-VERIFY:** EMBRIS shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.



**Johnson's Park Improvement Project Bid Package 3  
(Park Structures)  
Bid Tabulation  
September 7, 2023 @ 2:00 pm**

Huff Construction, LLC 600 1/2 West Benjamin Avenue Norfolk, NE 68701					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
1.	Mobilization	1	LS	\$65,000.00	\$65,000.00
2.	Picnic Shelter Concrete Pad	3	Each	\$11,000.00	\$33,000.00
3.	Picnic Shelter Foundation	3	Each	\$9,600.00	\$28,800.00
4.	Picnic Shelter Install	3	Each	\$8,000.00	\$24,000.00
5.	Furnish Picnic Shelter	3	Each	\$18,000.00	\$54,000.00
6.	Amphitheater Structure Foundation	1	LS	\$9,500.00	\$9,500.00
7.	Amphitheater Structure Install	1	LS	\$17,000.00	\$17,000.00
8.	Furnish Amphitheater Structures	1	LS	\$42,000.00	\$42,000.00
9.	Amphitheater Sound Wall (Concrete)	24	LF	\$150.00	\$3,600.00
10.	Amphitheater Stage	1	LS	\$12,000.00	\$12,000.00
	Total Bid				\$288,900.00

PROPOSAL

Norfolk, Nebraska

September 13, 2023

MAYOR AND CITY COUNCIL  
NORFOLK, NEBRASKA

Gentlemen:

The undersigned, having examined the plans and specifications and contract documents and the site of the work, hereby proposes to furnish all labor, materials, use of contractor's equipment and plant and all else necessary for the performance of the work as set forth in the plans and specifications for the

Johnson Park Sport Court and Fountain

according to the following schedule of approximate quantities for the unit price herein set forth.

GROUP A

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL
<u>Water Feature:</u>					
1.	Mobilization	1	LS	<u>65,000</u>	<u>\$ 65,000</u>
2.	Grading, Excavation, Sub-Base, Underdrain	1	LS	<u>0</u>	<u>\$ 0</u>
3.	Water Feature, Complete	1	LS	<u>151,397</u>	<u>\$151,397</u>
4.	Water Feature, Concrete Slab	1	LS	<u>0</u>	<u>\$ 0</u>
5.	Water Feature Electrical, Complete	0	LS	<u>0</u>	<u>\$ 0</u>
6.	Water Feature Supply and Drain Piping, Complete	1	LS	<u>0</u>	<u>\$ 0</u>
7.	Center Drain	1	LS	<u>0</u>	<u>\$ 0</u>
8.	Valve Vault	1	LS	<u>0</u>	<u>\$ 0</u>
9.	3" PVC Water Main, DR 18	1	LS	<u>0</u>	<u>\$ 0</u>
10.	3" Water Meter	1	LS	<u>6,000</u>	<u>\$ 6,000</u>

11.	3" RPZ Backflow Preventor	1	LS	9,000	\$ 9,000
12.	6" PVC Sanitary Sewer Main, SDR 35	1	LS	650	\$ 650
13.	6" PVC Cleanout	1	LS	700	\$ 700
14.	6" PVC Backwater Valve	1	LS	1,200	\$ 1,200

Total Bid for Water Feature \$ 235,547

Two Hundred Thirty Five Thousand Five Hundred Forty Seven Dollars  
GROUP B

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL
<u>Sport Court &amp; Ice Rink:</u>					
1.	Mobilization	1	LS	72,000	\$ 72,000
2.	Ice Rink - All inclusive – curbs, walls (hockey boards and netting), chiller, piping, white roll court coloring, ice scraper, 2 hockey goal frames, 30 – 4' x 6' rubber flooring mats, vinyl line kit, etc...	1	LS	290,000	\$ 290,000
3.	Sport Court – 5000 psi (includes base, poly liner, insulation, piping, reinforcing, concrete)	1	LS	113,000	\$ 113,000
4.	Condenser Pad – 3500 psi (includes base, piping, reinforcing, concrete, composite privacy fence)	1	LS	30,000	\$ 30,000
5.	Electrical Conduit – 3/4" PVC	0	LS	0	\$ 0
6.	Ice Rink Electrical, Complete (provide electrical service from prospect avenue)	0	LS	0	\$ 0
7.	2" PE Water Service (SDR 9)	1	LS	3,000	\$ 3,000
8.	2" Water Meter	1	LS	1,200	\$ 1,200
9.	2" Flush Hydrant Assembly	1	LS	2,300	\$ 2,300
10.	2" Corporate Stop	1	LS	1,200	\$ 1,200



11. Water Meter Pit, Complete

/

LS

6,800    \$ 6,800

Total Bid for Sports Court + Ice Rink

\$ 519,500

Five Hundred Nineteen Thousand Five Hundred Dollars

(Written in Words)

The undersigned, should this proposal be accepted, agrees to enter into contract within ten (10) days from the date of the award in prescribed form and with good and sufficient surety.

All work must be completed by July 15, 2024. For each calendar day that work shall remain uncompleted after the date, the amount of One Hundred Fifty (\$150) dollars per calendar day will be assessed not as a penalty, but as a predetermined and agreed amount to be used in part to pay additional expenses incurred by the City after the end of the contract period.

We have herewith submitted a bid bond or certified check on a bank whose deposits are insured by the Federal Deposit Insurance Corporation in the amount of \$ \_\_\_\_\_, being five percent (5%) of the amount of the proposal, which shall become the property of the City of Norfolk, Nebraska, in case the undersigned fails to enter into a valid contract within ten (10) days with the City.

The bid security (i.e. bid bond or certified check) as outlined in Articles I and III of these specifications shall be submitted in a **separate envelope** along with the proposal. The bid security shall be clearly marked and accessible without needing to open the envelope containing the proposal. Any proposal that does not have bid security as outlined above will not be accepted and is subject to rejection.

In submitting this proposal, the contractor further states that he is complying with, and if awarded a contract, will continue to comply with fair labor standards as defined in 73-104, R.S. Nebraska Statutes in pursuit of his business and in execution of this contract on which he is bidding.

The bidder hereby acknowledges receipt of Addenda No. 3 / 1 through No. \_\_\_\_\_.

The City of Norfolk, Nebraska, reserves the right to waive informalities and to reject any or all bids, or portions of any or all bids.

Respectfully submitted,

If an Individual:

\_\_\_\_\_  
(Signature of Individual)

doing business as

\_\_\_\_\_  
(Name of Firm)

-----  
If a Partnership:

\_\_\_\_\_  
(Name of Partnership)

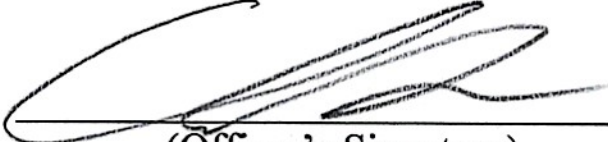
\_\_\_\_\_  
(Signature of Partner)

\_\_\_\_\_  
(Signature of Partner)

-----  
If a Corporation:

Hult Construction Nebraska LLC  
(Name of Corporation)

ATTEST:

  
(Officer's Signature)

Vice president  
(Title)

-----  
600 1/2 West Benjamin Ave  
(Address)

Norfolk, NE 68701

402-860-6380  
(Phone)



BOND

NOTE: No security except surety company bond will be accepted by the City Council.

KNOW ALL MEN BY THESE PRESENTS:

That Huff Construction-Nebraska LLC as Principal, and Universal Surety Company, a duly incorporated bonding Company authorized to do business in the State of Nebraska, as surety, are held and firmly bound unto the City of Norfolk, Nebraska, in the penal sum of Five percent (5%) of total amount bid DOLLARS, ( ) to be levied of our property, goods and chattels, in case default is made in the conditions following, that is to say:

WHEREAS, the said Principal is about to enter into contract with the City of Norfolk, Nebraska, whereby Principal agrees to construct Johnson's Park Improvements Project Bid Package 1 of said city and perform and maintain certain work, according to the terms of the foregoing contract and specifications.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the said Principal shall well and faithfully perform specifications for such work on file in the office of the City Engineer of said city, and to the satisfaction of the Engineer, Mayor and City Council of said city, and shall make payment in full for all materials used and all labor employed in the execution of this contract, or in the repair or maintenance of such work, and shall maintain said work in the good and acceptable condition by making all necessary repairs or renewals to same whenever called upon to do so by the City Engineer during a period of one year from date of final acceptance of the work by the Mayor and City Council, said period not to expire until the city officials of the City of Norfolk shall properly certify to the surety on this bond that the contractor has properly fulfilled all the guarantee and maintenance provisions required by the contract, and that there are no reasonable objections on the part of the City Council to the releasing of the contractor and his surety from all further obligation to the City of Norfolk, said contract being referred to as part of this bond for greater certainty, and the contractor shall also present to the City Council evidence of satisfactory settlement or adjustment of all claims or liens against the work, then these presents shall become void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we hereunto set our hands this 27th day of July, 2023.

In Presence of: Huff Construction-Nebraska LLC As Principal Cory Huff, Managing Member

Universal Surety Company As Sureties

BY Lorna Anderson, Attorney-In-Fact

(SEAL)



**ACKNOWLEDGMENT OF PRINCIPAL (Individual)**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_, known to me to be the person(s) who (is) (are) described in and who executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

**ACKNOWLEDGMENT OF PRINCIPAL (Partnership)**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_ a member of the co-partnership of \_\_\_\_\_ known to me to be the person who is described in and who executed the foregoing instrument, and acknowledges to me that he/she executed the same as and for the act and deed of the said co-partnership.

\_\_\_\_\_  
NOTARY PUBLIC

**ACKNOWLEDGMENT OF PRINCIPAL (Corporation)**

STATE OF South Dakota  
COUNTY OF Minnehaha ss:

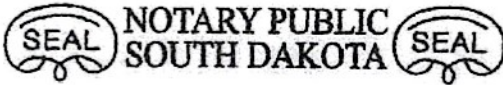
On this 27th day of July in the year 2023, before me personally come(s) Cory Huff to me known, who, being by me duly sworn, deposes and says that he/she resides in the City of Aberdeen that he/she is the Managing Member of Huff Construction - Nebraska, LLC a corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

My Commission Expires:  
January 20, 2029

J. Curnell

\_\_\_\_\_  
NOTARY PUBLIC

JENNIFER CURNELL



**ACKNOWLEDGMENT OF SURETY**

STATE OF South Dakota  
COUNTY OF Minnehaha ss:

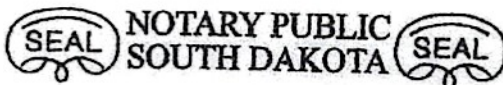
On this 27th day of July in the year 2023, before me personally come(s) Lorna Anderson Attorney(s)-in-Fact of Universal Surety Company with whom I am personally acquainted, and who, being by me duly sworn, says that he/she reside(s) in Sioux Falls, SD that he/she is (are) the Attorney(s)-In-Fact of Universal Surety Company the company described in and which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said Company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said Company by like order.

My Commission Expires:  
January 20, 2029

J. Curnell

\_\_\_\_\_  
NOTARY PUBLIC

JENNIFER CURNELL





# UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That the **UNIVERSAL SURETY COMPANY**, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. **RESIDENT OFFICERS AND ATTORNEYS-IN-FACT.** The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."

Michael F. Rocklage or Lorna Anderson or Van Carmody or Chad Dubisar  
or Sondra Bowden or Michael M. Mahan, Sioux Falls, South Dakota

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:  
Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the **UNIVERSAL SURETY COMPANY**, held on July 23, 1981:  
"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.  
IN WITNESS WHEREOF, **UNIVERSAL SURETY COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 16th day of February, 20 22.

*Carol J. Clark*

UNIVERSAL SURETY COMPANY

*Curt L. Hartter*

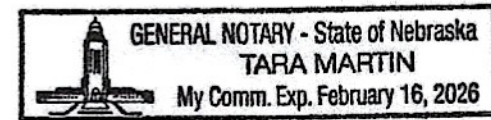


State of Nebraska } Secretary/Treasurer  
County of } ss. Lancaster  
By

President

On this 16th day of February, 20 22, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the **UNIVERSAL SURETY COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

*Tara Martin*



My Commission Expires February 16, 2026.

Notary Public

I, Philip C. Abel, Director of **UNIVERSAL SURETY COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **UNIVERSAL SURETY COMPANY**, which is still in full force and effect.  
Signed and sealed at the City of Lincoln, Nebraska this 27th day of July, 20 23.

*Philip C. Abel*

Director





**Norfolk Levee Trail Connection of Norfolk Avenue Project  
(East Norfolk Avenue by Levee)  
Bid Tabulation  
September 14, 2023 @ 2 pm**

A & R Construction Co.  
PO box 121  
Plainview, NE 68769

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
1.	Mobilization		1 LS	\$3,200.00	\$3,200.00
2.	Excavation, Established Quantity				
		27.5	CY	\$27.00	\$742.50
3.	Excavation, Borrow	1189.1	CY	\$18.33	\$21,796.20
4.	Concrete Bikeway 6"	6301	SF	\$8.66	\$54,566.66
5.	Subgrade Preparation	700	SY	\$3.00	\$2,100.00
6.	Remove Pavement and Sidewalk				
		127	SY	\$12.00	\$1,524.00
7.	Remove RCP Storm Sewer Pipe				
		17	LF	\$12.00	\$204.00
8.	Remove 24" RCP Flared End Section		2 Each	\$250.00	\$500.00
9.	Remove and Replace Existing Concrete Curb and Gutter	62	LF	\$42.14	\$2,612.68
10.	Remove and Salvage Sign	1	Each	\$100.00	\$100.00
11.	Seeding, Fertilizer, and Mulch	0.374	ACRE	\$11,000.00	\$4,114.00
12.	Concrete Driveway 7"	127	SY	\$58.33	\$7,407.91
13.	Detectable Warning Panel	55	SF	\$50.00	\$2,750.00
14.	Concrete Collar	1	Each	\$400.00	\$400.00
15.	24" RCP, Class III	217	LF	\$77.16	\$16,743.72
16.	Area Inlet, Storm Junction Structure	1	Each	\$4,800.00	\$4,800.00
17.	Silt Fence, High Porosity	402	LF	\$4.00	\$1,608.00
18.	Curb Inlet Filter	2	Each	\$190.00	\$380.00
19.	Traffic Control for Construction	1	LS	\$1,500.00	\$1,500.00
20.	Salvaging & Placing Topsoil	1810	SY	\$2.00	\$3,620.00
21.	Erosion Control, Class 1D	1810	SY	\$2.26	\$4,090.60
	Total Bid				\$134,760.27

Date of Issuance: \_\_\_\_\_ Effective Date: **18-Sep-23**  
 Owner: **City of Norfolk, NE** Owner's Contract No.: \_\_\_\_\_  
 Contractor: **United Contractors, INC.** Contractor's Project No.: \_\_\_\_\_  
 Engineer: **JEO Consulting Group, Inc.** Engineer's Project No.: **181486.01**  
**1st Street Bridge and Instream**  
 Project: **Improvements** Contract Name: \_\_\_\_\_

The Contract is modified as follows upon execution of this Change Order:  
 Description:

Attachments: See spreadsheet

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>9,337,720.71</u>	Original Contract Times: _____ Substantial Completion: <u>October 15, 2023</u> Ready for Final Payment: <u>November 1, 2023</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No.4 <u>  </u> : \$ <u>1,553,899.94</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>  </u> to No. <u>  </u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order: \$ <u>10,891,620.65</u>	Contract Times prior to this Change Order: Substantial Completion: <u>October 15, 2023</u> Ready for Final Payment: <u>November 1, 2023</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>52,141.51</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order: \$ <u>10,943,762.16</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>October 15, 2023</u> Ready for Final Payment: <u>November 1, 2023</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>[Signature]</u> Engineer (if required)	By: _____ Owner (Authorized Signature)	By: <u>[Signature]</u> Contractor (Authorized Signature)
Title: <b>Construction Engineer</b>	Title: _____	Title: <u>[Signature]</u>
Date: <b>September 8, 2023</b>	Date: _____	Date: <u>9/13/23</u>

Approved by Funding Agency (if applicable)  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Change Order Estimate**

Project Name: <b>1st Street Bridge, and Instream Improvements</b>		Project Number: <b>181486.01</b>							
Owner: <b>City of Norfolk, NE</b>		Change Order Number: <b>5</b>							
Contractor: <b>United Contractors, Inc</b>		Effective Date: <b>9/18/2023</b>							
Item				Current Contract Items		Change Order Information		Revised Contract Items	
Bid Item No.	Description	Unit Price	Unit	Original Item Quantity (+ previous CO's)	Original Item Value (+ previous CO's)	Item Quantity (current CO)	Total Increase/Decrease of Item (\$)	New Item Quantity (w/ current CO)	New Item Value (\$)
CO.#5	Group H - (2022-2023) Bridge								
25	Epoxy Polymer Overlay	\$148.34	SY	0	\$0.00	351.5	\$52,141.51	351.5	\$52,141.51
							\$52,141.51		

### Change Order Description

Project Name: <b>1st Street Bridge, and Instream Improvements</b>		Project Number: <b>181486.01</b>	
Owner: <b>City of Norfolk, NE</b>		Change Order Number: <b>5</b>	
Contractor: <b>United Contractors, Inc</b>		Effective Date: <b>9/18/2023</b>	
Item			
Bid Item No.	Description	Reason for Change	
CO.#5	Group H - (2022-2023) Bridge		
25	Epoxy Polymer Overlay	Item added to Bridge at Owner Request	

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 <sup>st</sup> St.	5 <sup>th</sup> 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 <sup>th</sup> 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 <sup>nd</sup> Street	165 ft. west of west curb line of 2 <sup>nd</sup> 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 <sup>th</sup> St.	350 ft. west of the west curb line of 18 <sup>th</sup> St.
Pasewalk Avenue		1 <sup>st</sup> St.	25th St.
Pasewalk Avenue	North	Logan St.	1 <sup>st</sup> 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 <sup>th</sup> 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 <sup>th</sup> 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 <sup>th</sup> 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 <sup>th</sup> Street	West	Michigan Ave.	Pasewalk Ave.
7 <sup>th</sup> 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 <sup>th</sup> 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 <sup>th</sup> 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 <sup>th</sup> Street	West	South line of alley between Madison Ave. and Phillip Ave.	Phillip Ave.
5 <sup>th</sup> Street	East	Phillip Ave.	100 ft. north of north property line of Pasewalk Ave.
5 <sup>th</sup> 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>
---------------	--	---	-----------

5 <sup>th</sup> Street	East	440 ft. north of north property line of Pasewalk Ave.	100 ft. north of north property line of Pasewalk Ave.
------------------------	------	---	---

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