

# Agenda Packet

## NORFOLK CITY COUNCIL MEETING

Monday, April 1, 2024  
5:30 p.m.

Created 3/29/2024 4:03 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, April 1, 2024, in the Council Chambers, 309 N. 5th St., Norfolk, Nebraska, which meeting will be open to the public.

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

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

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



---

Brianna Duerst  
City Clerk

Publish (March 27, 2024)  
1 P.O.P.



AGENDA  
NORFOLK CITY COUNCIL MEETING

April 01, 2024

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 March 18, 2024 City Council meeting. **Motion**
8. March sales tax report (January sales) **Motion**
9. Consideration of approval of an Interlocal Agreement for fire service automatic aid between the City of Norfolk and Hadar Rural Fire Protection District. **Motion**
10. Consideration of approval of an agreement with Norfolk Golden Girls, Inc., a Nebraska Nonprofit Corporation, allowing the use of City's ball fields for softball practice, games, clinics, and tournaments for their 2024 softball season. **Motion**

11. Consideration of approval of an agreement with Tina Kassmeier, doing business as Kellys Fast Pitch Softball, allowing the use of City's ball fields be used for softball practice, games, clinics, and tournaments for their 2024 softball season. **Motion**
12. Consideration of approval of an agreement with RAR Enterprises, LLC, a Nebraska Limited Liability Company, to close a portion of 4th Street between Norfolk Avenue and Madison Avenue, to host an outdoor concert event which may include live music performances, the sale of alcohol and food vendors, on Saturday, June 1, 2024 (or alternate date of June 22, 2024). **Motion**
13. Consideration of approval of a Special Designated Liquor License for RAR Enterprises, LLC, dba Office Bar, to serve beer, wine and distilled spirits outside of Office Bar, 120 S 4th St, on June 1, 2024, from 3:00 p.m. to 12:00 a.m. for an outdoor live music event. **Motion**
14. Consideration of approval of an agreement with Downtown Norfolk Association, Inc., a Nebraska Nonprofit Corporation, to utilize Riverpoint Square to host a Downtown Concert Series which includes four separate music performance concerts with a beer garden at each concert, food vendors, and may include axe throwing activities on the following days: June 7, 2024, with an alternate date of June 14, 2024; June 21, 2024, with an alternate date of June 28, 2024; July 19, 2024, with an alternate date of July 26, 2024; and August 9, 2024, with an alternate date of August 16, 2024. **Motion**
15. Consideration of approval of Special Designated Liquor Licenses requested by Downtown Norfolk Association, to serve beer at Riverpoint Square, 301 W Norfolk Avenue, for a Family Music Concert Series from 5:30 p.m. to 11:00 p.m. on the following dates: June 7, 2024, with an alternate date of June 14, 2024; June 21, 2024, with an alternate date of June 28, 2024; July 19, 2024, with an alternate date of July 26, 2024; and August 9, 2024, with an alternate date of August 16, 2024. **Motion**
16. Consideration of approval of a Special Designated Liquor License requested by Downtown Norfolk Association, to serve beer and wine at River Point Square, 301 W Norfolk Avenue, on May 3, 2024, from 4:00 p.m. to 11:00 p.m. for a Cinco de Mayo event. **Motion**
17. Consideration of approval of a Special Designated Liquor License requested by Jim's Fine Wine and More, to serve wine and distilled spirits at Fashion 360, 401 West Omaha Avenue, on April 27, 2024, from 12:00 p.m. to 4:00 p.m. for a wine tasting event. **Motion**
18. Consideration of approval of a Special Designated Liquor License for Uncle Jarrol's Pub-B-Que, 2610 West Norfolk Avenue, to serve beer and distilled spirits at Elworth Motor Company, 2311 Riverside Boulevard, on May 4, 2024, from 10 a.m. to 8 p.m. for a motorcycle show. **Motion**
19. Consideration of approval to award a contract to Evoqua Water Technologies, for the west water treatment plant chlorine scrubber acid wash and testing for an amount of \$41,717.00. **Motion**

20. Consideration of approval of the bid with Safe Slide Restoration to repaint and refurbish the waterslides at AquaVenture in the amount of \$63,350. **Motion**
21. Consideration of approval to accept a grant from the Nebraska Forest Service using funds from the USDA Forest Service Inflation Reduction Act (IRA) and for the Mayor to sign all contracts and documents related to the grant. **Motion**
22. Consideration of approval of an agreement with Tim Sunderman to serve as a campground host, in a voluntary capacity, at Ta-Ha-Zouka Campground. **Motion**
23. Consideration of approval of the Mayor's appointment of Janie Engelby to the Public Arts Council to complete previous member, Camy Reeves, term that expires on November 30, 2024. **Motion**
24. Consideration of approval of the Mayor's appointment of Colleen Hupke to Planning Commission, to fill the remaining term of Dan Spray, ending February 2025. **Motion**
25. Consideration of approval of all bills on file. **Motion**

#### SPECIAL PRESENTATIONS

26. Proclamation for April 2024 as Fair Housing Month.
27. Proclamation for April 2024 as National Child Abuse Awareness Month

#### PUBLIC HEARINGS AND RELATED ACTION

28. Public hearing to consider the extremely blighted determination for the area located at approximately 105 East Norfolk (NE corner of N 1st & East Norfolk Ave).
29. Consideration of Resolution No. 2024-16 approving the extremely blighted determination for the area located at approximately 105 East Norfolk (NE corner of N 1st & East Norfolk Ave). **Resolution 2024-16**

#### REGULAR AGENDA

30. Consideration of approval of Amendment to the engineering services agreement dated November 21, 2022 with HDR Engineering, Inc. for the Levee Certification- Phase IIIa project for an additional amount of \$53,284.00. **Motion**
31. Consideration of approval to advertise for bids for the Water Pollution Control Plant Improvements Project. **Motion**
32. Consideration of Resolution No. 2024-17 approving sidewalk waiver requested by Todd and Cheryl Luedeke for property located at 3530 E. Highway 24. **Resolution 2024-17**
33. Consideration of Ordinance No. 5873 authorizing issuance of special assessment bond anticipation notes in the principal amount not to exceed \$485,000 for Water District 129. **Ordinance No. 5873**

ADMINISTRATIVE REPORTS

34. Norfolk Fire and Rescue Annual Report

STAFF MEMORANDUM  
NORFOLK CITY COUNCIL MEETING  
April 01, 2024

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 March 18, 2024 City Council meeting. **Motion**  
  
See Enclosure 7.
8. March sales tax report (January sales) **Motion**  
  
March sales tax receipts (January sales) are \$854,592.00. The City's sales tax receipts are up \$31,401.73 or 3.81% from last March. Motor vehicle sale tax was up \$3,589.08, and consumers use tax was down \$9,029.05. The remaining increase was in other sales tax. Fiscal year to date sales tax receipts are \$621,942.08 or 10.55% more than budgeted. Included in the agenda packet is a sales tax comparison by month.

See Enclosure 8.

9. Consideration of approval of an Interlocal Agreement for fire service automatic aid between the City of Norfolk and Hadar Rural Fire Protection District. **Motion**

See Enclosure 9.

10. Consideration of approval of an agreement with Norfolk Golden Girls, Inc., a Nebraska Nonprofit Corporation, allowing the use of City's ball fields for softball practice, games, clinics, and tournaments for their 2024 softball season. **Motion**

See Enclosure 10.

11. Consideration of approval of an agreement with Tina Kassmeier, doing business as Kellys Fast Pitch Softball, allowing the use of City's ball fields be used for softball practice, games, clinics, and tournaments for their 2024 softball season. **Motion**

See Enclosure 11.

12. Consideration of approval of an agreement with RAR Enterprises, LLC, a Nebraska Limited Liability Company, to close a portion of 4th Street between Norfolk Avenue and Madison Avenue, to host an outdoor concert event which may include live music performances, the sale of alcohol and food vendors, on Saturday, June 1, 2024 (or alternate date of June 22, 2024). **Motion**

See Enclosure 12.

13. Consideration of approval of a Special Designated Liquor License for RAR Enterprises, LLC, dba Office Bar, to serve beer, wine and distilled spirits outside of Office Bar, 120 S 4th St, on June 1, 2024, from 3:00 p.m. to 12:00 a.m. for an outdoor live music event. **Motion**

See Enclosure 13.

14. Consideration of approval of an agreement with Downtown Norfolk Association, Inc., a Nebraska Nonprofit Corporation, to utilize Riverpoint Square to host a Downtown Concert Series which includes four separate music performance concerts with a beer garden at each concert, food vendors, and may include axe throwing activities on the following days: June 7, 2024, with an alternate date of June 14, 2024; June 21, 2024, with an alternate date of June 28, 2024; July 19, 2024, with an alternate date of July 26, 2024; and August 9, 2024, with an alternate date of August 16, 2024. **Motion**

See Enclosure 14.



15. Consideration of approval of Special Designated Liquor Licenses requested by Downtown Norfolk Association, to serve beer at Riverpoint Square, 301 W Norfolk Avenue, for a Family Music Concert Series from 5:30 p.m. to 11:00 p.m. on the following dates: June 7, 2024, with an alternate date of June 14, 2024; June 21, 2024, with an alternate date of June 28, 2024; July 19, 2024, with an alternate date of July 26, 2024; and August 9, 2024, with an alternate date of August 16, 2024. **Motion**

See Enclosure 15.

16. Consideration of approval of a Special Designated Liquor License requested by Downtown Norfolk Association, to serve beer and wine at River Point Square, 301 W Norfolk Avenue, on May 3, 2024, from 4:00 p.m. to 11:00 p.m. for a Cinco de Mayo event. **Motion**

See Enclosure 16.

17. Consideration of approval of a Special Designated Liquor License requested by Jim's Fine Wine and More, to serve wine and distilled spirits at Fashion 360, 401 West Omaha Avenue, on April 27, 2024, from 12:00 p.m. to 4:00 p.m. for a wine tasting event. **Motion**

See Enclosure 17.

18. Consideration of approval of a Special Designated Liquor License for Uncle Jarrol's Pub-B-Que, 2610 West Norfolk Avenue, to serve beer and distilled spirits at Elworth Motor Company, 2311 Riverside Boulevard, on May 4, 2024, from 10 a.m. to 8 p.m. for a motorcycle show. **Motion**

See Enclosure 18.

19. Consideration of approval to award a contract to Evoqua Water Technologies, for the west water treatment plant chlorine scrubber acid wash and testing for an amount of \$41,717.00. **Motion**

This project consist of draining the current caustic solution, performing an acid wash and brine rinse. A system inspection to inspect vessel internals which include the nozzles, recirculating pumps and the exhaust fan. Refilling the scrubber with 20% membrane grade caustic and testing system operation.

This bid is lower than the projected cost (\$50,000), as shown in our budget. City staff recommends approval.

See Enclosure 19.

20. Consideration of approval of the bid with Safe Slide Restoration to repaint and refurbish the waterslides at AquaVenture in the amount of \$63,350. **Motion**

We advertised for bids to seek a qualified painter to re-caulk seams, buff, wax, repair any minor defects, and repaint the outside of (2) fiberglass waterslides at AquaVenture Waterpark. We have budgeted \$60,000 for this project. This is part of a regular and preventative maintenance schedule for waterslides. We received three bids back on March 5th with our lowest bid being Safe Slide Restoration in the amount of \$63,350. Additional funds will come from savings in our operating budget.

See Enclosure 20.

21. Consideration of approval to accept a grant from the Nebraska Forest Service using funds from the USDA Forest Service Inflation Reduction Act (IRA) and for the Mayor to sign all contracts and documents related to the grant. **Motion**

The City of Norfolk was awarded \$144,000 towards improving our tree canopy, broadening community engagement, and improved resilience to pests and storm events through best management and maintenance practices. These funds will help invest in community forestry programs. There are no matching funds required. This program will allow us to implement and fund forestry programs over a three-year period.

See Enclosure 21.

22. Consideration of approval of an agreement with Tim Sunderman to serve as a campground host, in a voluntary capacity, at Ta-Ha-Zouka Campground. **Motion**

See Enclosure 22.

23. Consideration of approval of the Mayor's appointment of Janie Engelby to the Public Arts Council to complete previous member, Camy Reeves, term that expires on November 30, 2024. **Motion**

See Enclosure 23.

24. Consideration of approval of the Mayor's appointment of Colleen Hupke to Planning Commission, to fill the remaining term of Dan Spray, ending February 2025. **Motion**

See Enclosure 24.

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

SPECIAL PRESENTATIONS

26. Proclamation for April 2024 as Fair Housing Month.

See Enclosure 26.

27. Proclamation for April 2024 as National Child Abuse Awareness Month

See Enclosure 27.

PUBLIC HEARINGS AND RELATED ACTION

28. Public hearing to consider the extremely blighted determination for the area located at approximately 105 East Norfolk (NE corner of N 1st & East Norfolk Ave).

Consideration of an Extremely Blighted Determination Study performed by Information Art, Kurt Elder, AICP, GISP, to determine if the area located at approximately 105 East Norfolk (NE corner of N 1st & East Norfolk Ave) is consistent with criteria necessary to determine the area extremely blighted. This area encompasses about three whole parcels including PID 590303259, 590303260, and 590303267 as well as a parcel portion of one parcel PID 590038769.

An approved blighted and substandard area is also extremely blighted if (i) the average rate of unemployment in the area during the period covered by the most recent federal decennial census or American Community Survey 5-Year Estimate is at least two hundred percent of the average rate of unemployment in the state during the same period; and (ii) the average poverty rate in the area exceeds twenty percent for the total federal census tract or tracts or federal census block group or block groups in the area.

The Community Development Law requires that an extremely blighted area be in an approved blighted area. The City of Norfolk deemed the area as blighted and substandard with Resolution No. 2023-55. The parcels were previously designated as blighted and substandard under Resolution No. 2010-31 which was rescinded with the passage of the new study in 2023.

The Community Development Law identifies the above-mentioned criteria as being necessary to facilitate an extremely blighted designation. The study done by Kurt Elder was found to warrant designation as extremely blighted.

At the March 4 City Council meeting, the Council passed Resolution No. 2024-13 forwarding the Study to the Planning Commission for their review and recommendation. On March 19, the Planning Commission held a public hearing to hear comments on and review the Extremely Blighted Determination Study for this area. The Planning Commission voted 5-0 to recommend the determination of the NE corner of N 1st & East Norfolk Ave area as extremely blighted.

See Enclosure 28.

29. Consideration of Resolution No. 2024-16 approving the extremely blighted determination for the area located at approximately 105 East Norfolk (NE corner of N 1st & East Norfolk Ave). **Resolution 2024-16**

See Enclosure 29.

#### REGULAR AGENDA

30. Consideration of approval of Amendment to the engineering services agreement dated November 21, 2022 with HDR Engineering, Inc. for the Levee Certification- Phase IIIa project for an additional amount of \$53,284.00. **Motion**

On November 21, 2022 the Mayor and City Council approved an engineering services contract for \$509,480.00 for the Levee Certification - Phase IIIa project. This amendment provides for geotechnical services for an amount of \$53,284.00, resulting in a revised total Phase IIIa contract amount of \$562,764.00.

This project has been split into five phases to produce a levee certification document in conformance with the Code of Federal Regulations, Title 44, Section 65.10, which will be submitted to the Federal Emergency Management Agency for the City of Norfolk's federal levee system. Phase I (Data Collection and Certification Master Plan) and Phase Iia and Iib (Engineering Analysis and Alternatives Analysis) have been completed. Phase III is separated into Phase IIIa, 60% design and pre-permitting of proposed improvements and Phase IIIb, final design and permitting of proposed improvements. This amendment is for Phase IIIa. Future phases include Phase IIIb, final design, Phase IV, construction of proposed improvements and Phase V, levee certification document preparation and submittal.

See Enclosure 30.

31. Consideration of approval to advertise for bids for the Water Pollution Control Plant Improvements Project. **Motion**

The plans, specifications and engineer's estimate for this project are filed in the City offices. This project includes select demolition activities at the existing treatment facility that include; pre-aeration basin, grit facilities and piping, and lift station equipment and piping, associated site concrete and/or structures, grating, stairs, associated piping, valves, and controls; miscellaneous mechanical/electrical equipment, and site modifications. Construction of a grit building and grit equipment, rehabilitation of north lift station and primary clarifier #2.

This project was initially put out for bids in the fall of 2022, which resulted in three bids, all over budget. In February, 2023 the City applied for a Qualified Census Tract (QCT) Recovery Grant through the Nebraska Department of Economic Development utilizing funds from the American Rescue Plan Act (ARPA). In March, 2023 the City was notified that it was awarded a QCT Recovery Grant for an amount up to \$1,500,000, with a City cash match of \$2,500,000, for infrastructure improvements to the Water Pollution Control Plant Grit Removal Building project. This project is currently budgeted at \$8,871,000, which includes \$7,600,000 for construction and \$1,271,000 in engineering costs.

The Public Services, Traffic, and Infrastructure Subcommittee discussed this item on March 25, 2024 and recommend forwarding to City Council for approval.

A bid letting is tentatively scheduled for May 23, 2024 with Council approval of the lowest responsive and responsible bidder following.

See Enclosure 31.

32. Consideration of Resolution No. 2024-17 approving sidewalk waiver requested by Todd and Cheryl Luedeke for property located at 3530 E. Highway 24.

**Resolution 2024-17**

See Enclosure 32.

33. Consideration of Ordinance No. 5873 authorizing issuance of special assessment bond anticipation notes in the principal amount not to exceed \$485,000 for Water District 129.

**Ordinance No. 5873**

This note issue provides \$423,903 to pay for improvements in Water District 129 North Highway 81. Note issue costs and interest are added to this amount to result in a total note issue expected to be \$470,000 as shown on the enclosed sources and uses of funds.

The ordinance authorizes a maximum issue size of \$485,000 and a maximum true interest cost of 5.25%. The notes will be marketed shortly after the Council meeting. The ordinance provides for the final interest rate, true interest cost, and aggregate principal amount to be determined in a written designation to be signed by the Mayor or Finance Officer at a later date. There is no general obligation portion of this note issue. Over 99% will be funded with special assessments, with less than 1% expected to be funded by the Water Fund.

Staff recommends passage of the ordinance on all three readings.

See Enclosure 33.

#### ADMINISTRATIVE REPORTS

34. Norfolk Fire and Rescue Annual Report

See Enclosure 34.

**CITY OF NORFOLK, NEBRASKA**

The Mayor and City Council of the City of Norfolk, Nebraska met in regular session in the Council Chambers, 309 North 5th Street, Norfolk, Nebraska on the 18th day of March, 2024, beginning at 5:30 p.m.

Following a moment of silence and the Pledge of Allegiance to the flag of the United States of America, Mayor Josh Moenning called the meeting to order. Roll call found the following Councilmembers present: Corey Granquist, Frank Arens, Justin Webb, Andrew McCarthy, Thad Murren, Justin Snorton, Shane Clausen and Kory Hildebrand. Absent: None.

Staff members present were: City Administrator Andy Colvin, City Attorney Danielle Myers-Noelle, City Clerk Brianna Duerst, Finance Officer Randy Gates, Administrative Secretary Bethene Hoff, Public Works Director Steve Rames, Operations Manager Lyle Lutt, City Planner Val Grimes, Programmer/Analysist Leon Gentrup, Water and Sewer Director Chad Roberts, Streets Manager Will Elwell, Street Maintenance Supervisor Matt Ernesti, Assistant Parks and Recreation Director PJ Evans, Parks Supervisor Ryan Beed, Communications Manager Nick Stevenson, Economic Development Director Candice Alder, 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 McCarthy moved, seconded by Councilmember Granquist, to approve the consent agenda as printed. Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: None.

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

**Consent Agenda Items Approved**

Minutes of the March 4, 2024 City Council meeting

Keno comparison report for February 2024

Minutes of the February 26, 2024, Northeast Nebraska Regional Land Bank meeting

Norfolk Softball Association (NSA), a Nebraska Nonprofit Corporation, agreement, allowing the use of City's softball fields for softball practice, games, and tournaments for their 2024 summer and fall seasons

Norfolk Post 16 of The American Legion at Norfolk, Nebraska, a Chartered Unit of the Nebraska American Legion and its National Organization, agreement, allowing the use of City's baseball field at Veterans Memorial Park for baseball practice, clinic, camps, games, and tournaments from May 1, 2024, through December 31, 2024

Purchase replacement pickup in the amount of \$42,099 from Husker Auto Group off of State Contract #15890, for use by the Sewer Division

Purchase replacement pickup in the amount of \$34,198 from Husker Auto Group off of State Contract #15890, for use by the Water Division

Change of Location application submitted by VMR, LLC, dba Aroma Circuit to change the location of their Class "IK" liquor license from 1201 S 13th St to 415 W Norfolk Avenue

Bills in the amount of \$6,890,280.06

### **Special Presentations**

Mayor Moenning recognized Raelynn Terveer with the “People Power” award for distinguished citizenship and generosity for her efforts through initiatives like “I CAN” where Raelynn collected and recycled cans and donated the proceeds to worthy causes, and “Raelynn’s Warm Wishes” where she provided handmade blankets to the residents of the Norfolk Veterans Home.

Troy Weyrich, 1004 Westbrook Drive, presented a Citizens Advisory Committee recommendation to the council regarding needed improvements to the current Police Station and an accelerated street improvements Program, with the priority being the Police Station expansion. Weyrich noted a property tax increase was quickly ruled out. The committee recommends a 1/2 cent sales tax increase with a 4-year sunset to fund the Police Station addition and renovation on a pay-as-you-go basis, without incurring debt or issuing bonds. Once the Police Station project is paid for, allocate the remaining sales tax collections for accelerated street improvements. The committee also recommends not issuing bonds for accelerated street improvements approved in the FY23-24 budget but instead utilize the \$450,000 budgeted for a bond payment for annual street maintenance work by contract. Weyrich also noted we need to better educate citizens on the Police Station needs.

There will be ongoing discussions. If a 1/2 cent sales tax increase is to be placed on the November ballot, the city will need to get everything to the election commissioner by August.



## Public Hearings and Related Items

### Public Hearing

(Donald Gerdes, zone change, 83773 557th Ave)

A public hearing was held to consider a zone change from R-R (Rural Residential District) to I-1 (Light Industrial District) on property addressed as 83773 557th Avenue at the request of Donald Gerdes. City Planner Valerie Grimes provided information to the Mayor and City Council. Grimes said the applicant has a current business at the location but is looking to expand. To do so will require a change to the current residential zoning.

Don Gerdes, applicant, spoke to the request and said he plans to expand the existing building for his powder coating business to the south and said storage will mostly be contained indoors, with the exception of some large items that may need to be stored outdoors. Gerdes said some concerns have been expressed by neighbors regarding a potential salvage yard on the property but noted that would not be permitted under the I-1 zoning district. Gerdes is requesting the change in zoning on the entire 10-acre parcel as it was the simplest option to move forward with his plans and, if he ever considered selling a portion of the property, the light industrial zoning is already in place.

Councilmembers questioned if Gerdes could obtain a conditional use permit (CUP) to allow his business expansion. Grimes explained this type of business is not permitted in Rural Residential with a CUP.

Councilmembers discussed changing the zoning on a smaller piece of property instead of the entire 10-acre parcel. This would require additional time and platting but may alleviate some neighbor concerns. Grimes discussed available options. 1) vote on Ordinance No. 5871; if it passes, the zoning district changes. If it fails, there is a 6-month waiting period before a zoning change can be brought back before the Council. 2) Table Ordinance No. 5871; if the ordinance is tabled, and not brought back at the next council meeting, the ordinance dies on the table, but there is no 6-month waiting period before a zoning change can be brought back.

Loren Bosler, 83688 557th Ave, said he is not opposed to what Gerdes is trying to do, but feels this is too many acres to zone industrial.

On March 4, 2024, the Norfolk Planning Commission held a public hearing regarding the zone change request. The City Clerk read the Planning Commission's recommendation for approval into the record.

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

### Ordinance No. 5871

(Donald Gerdes, zone change, 83773 557th Ave)

Councilmember Hildebrand introduced, seconded by Councilmember Arens, Ordinance No. 5871 entitled: AN ORDINANCE OF THE CITY OF NORFOLK, MADISON COUNTY,

NEBRASKA; AMENDING THE ZONING DISTRICT MAP OF THE CITY OF NORFOLK, NEBRASKA; PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM and moved that the ordinance be passed on first reading.

Councilmember Granquist moved, seconded by Councilmember Webb, to table Ordinance No. 5871.

Roll call: Ayes: Granquist, Arens, Webb, Murren, Snorton, Clausen and Hildebrand. Nays: McCarthy. Absent: None. Ordinance No. 5871 was placed on the table.

### **Regular Agenda Items**

#### Advertise for Bids – Concrete Repair Project 2024

Councilmember Hildebrand moved, seconded by Councilmember Murren, for approval to advertise for bids for the Concrete Repair Project 2024.

Public Works Director Steven Rames provided information to elected officials. This project includes concrete improvements to the following areas: Braasch Avenue from 5th Street to 7th Street, East Benjamin Avenue from 1st Street east to the railroad, Riverside Boulevard south of Benjamin Avenue, Taylor Avenue from 24th Street to Pasewalk Avenue, 5th Street from Prospect Avenue to Braasch Avenue, Benjamin Avenue from 13th Street to 12th Street, and sidewalk on Madison Avenue from 1st Street to 3rd Street the south side. It also includes 18th Street from Maple Avenue to Michigan Avenue, which was identified in a community survey and initially intended to be paid for with bonds, per the FY23-24 budget. After recent discussion, rather than bonding that work out, this would use the CHAF funds that would have paid the annual debt service on the bond, for this project. This action does not authorize any spending, just begins the bidding process.

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

#### Regular item

(DN Tanks, LLC, 2 MG Treated Storage Tank, \$3,696,000)

Councilmember Arens moved, seconded by Councilmember McCarthy, for approval to award a contract to DN Tanks, LLC dba DN Tanks of Nebraska, LLC of Grand Prairie, TX for the 2 MG Treated Water Storage Tank project for an amount of \$3,696,000.00.

Water and Sewer Director Chad Roberts provided information to elected officials. This tank will sit just south of the original storage tank that was completed in 1975. This tank will increase the storage capacity of the west water treatment plant by 2 million gallons, for a total of 4 million gallons on site. This tank will serve water distribution in Zone 1 and Zone 2. This tank will also enhance the filter back wash washing at the treatment plant. The life span of the tank is 75-100 years. On February 29, 2024, two bids were received. The bids received included: Preload, LLC

of Louisville, KY for \$4,165,000.00 and DN Tanks, LLC dba DN Tanks of Nebraska, LLC of Grand Prairie, TX for \$3,696,000.00. No steel bid alternates were received. The 2-million-gallon reservoir project is budgeted in the current CIP document for \$4,592,000.

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

Ordinance No. 5872

(restrict parking on north and northeast side of Sunrise Drive)

Councilmember Arens introduced, seconded by Councilmember Hildebrand, Ordinance No. 5872 entitled: AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA TO AMEND SECTION 24-164 OF THE OFFICIAL CITY CODE TO RESTRICT PARKING ON THE NORTH/NORTHEAST SIDE OF SUNSET DRIVE WEST OF VICTORY ROAD; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM, and moved that the ordinance be passed on first reading.

Police Chief Don Miller provided information to elected officials. As the Legacy Bend area has developed, local traffic on Sunrise Drive from Victory Road west into the development has increased significantly. The increased traffic on the only current entrance to the area has been creating concerns relating to parking, snow removal, and emergency vehicle response into the Legacy Bend development. The staff's recommendation is to restrict parking on the North side of Sunrise Drive from Victory Road west around the curve and on the northeast side of Legacy Drive as the roadway goes northwest. This side of the roadway was selected to facilitate visibility going around the curve and to help reduce snow accumulation on the roadway in the winter.

Councilmembers discussed concerns with there being only one ingress/egress into the development. Public Works Director Steven Rames said he has been in contact with the developer about connecting McIntosh Road, which is the next intended piece of construction. Due to the slowdown in development, it is estimated that it will be about two years before that connection, but Rames has discussed with the engineer the possibility of completing that sooner. Rames also noted that in conversations with Olsson, representing the developer, the developer asked if this could be tabled so they could be here to address some of the issues.

Seth Lange, Olsson Associates, representing the developer, said the developer has requested this item be tabled so they can meet with elected officials in person to come up with a solution.

Molly Humphries, 1207 Sunrise Drive, discussed concerns with traffic and speeding in the area and said a second road should have been completed.

Jennifer Vaughn, 1206 Sunrise Drive, discussed concerns with speeding in the area and that she was told there would be a second entrance into the development. Vaughn noted there are bigger concerns in the area than just parking.

Deb Dreher, 1203 Sunrise Drive, said she doesn't feel this parking restriction will help and that the developer should be here to answer questions. Dreher noted there would be at least two streets in and out of the development.

Danielle Rosse, 1101 Sunrise Drive, developer's local manager, asked, on the owner's behalf, to table the discussion to give him the opportunity to be present and answer questions. Rosse said the owner would be available at the next city council meeting.

Steve Sehi, 911 Heather Lane, discussed concerns with public safety on the east side of town and said he is supportive of extending McIntosh Road.

Councilmember Hildebrand, seconded by Councilmember Granquist to table Ordinance No. 5872.

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: None. Ordinance No. 5872 was placed on the table.

Resolution 2024-14

(request pedestrian signal study on Hwy 81)

Councilmember Snorton moved, seconded by Councilmember Murren, for adoption of Resolution No. 2024-14 authorizing the Public Works Director to request the Nebraska Department of Transportation to perform a pedestrian signal study on Highway 81, north of Elm Street.

Public Works Director Steven Rames provided information to elected officials. Rames said the Department of Transportation is currently working on a project to update signal systems on Highway 81 and asked if the city would be interested in removing the pedestrian signal north of Elm Ave. This pedestrian signal was installed many years ago when there was a public school on Elm Ave, which is now a daycare center. In order to remove the pedestrian signal, they need a resolution from the city requesting they study that intersection and, if it met the conditions, they would remove it.

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: None. Resolution 2024-14 was adopted.

Resolution 2024-15

(add stop signs for traffic signal study, 4th & Norfolk and 5th & Norfolk)

Councilmember Hildebrand moved, seconded by Councilmember Snorton, for adoption of Resolution No. 2024-15 adding stop signs to conduct a traffic signal study at the intersections of 4th Street and Norfolk Avenue and 5th Street and Norfolk Avenue and evaluate the efficiency of 4-way stop controlled intersections.

Public Works Director Steven Rames provided information to elected officials. The installation of 4-way stops at the 2nd Street and 3rd Street intersections has had a positive impact on

pedestrian safety downtown by reducing the traffic speeds, and encouraging heavy truck traffic to use alternate routes. Downtown businesses have asked if the City would study 4th and 5th Street intersections in consideration of extending the traffic calming effect through 5th Street. This will consist of "bagging" the current traffic signals and placing stop signs for a period of time of 90-120 days to study the impact to traffic before a final decision is made. The study would start around the first of April, as it is important to catch the impact to school traffic, and end right around the beginning of the next school year.

David Jansma, 2307 Clearfield Drive, discussed concerns with pedestrian safety. Rames said 4-way stops are safer as it gives the pedestrian the right of way, and noted the blind community prefers 4-way stops.

Russ Matteo, 4401 S 13th Street, said there is more congestion at 4th Street and Braasch since the installation of the 4-way stop at that intersection and said stop signs cause more traffic.

Olivia Matteo, 4401 S 13th Street, said, as a pedestrian, she prefers a traffic light. Matteo discussed traffic concerns and feels this will create a bottleneck.

Tim Ernst discussed pedestrian safety concerns with stop signs instead of traffic lights.

Councilmembers discussed the fact that this is just a study and not a permanent change, as well as other traffic issues in the downtown area.

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: None. Resolution 2024-15 was adopted.

Certified Testing Services, Inc.  
(Johnson Park Improvements testing services)

Councilmember Snorton moved, seconded by Councilmember Murren, for approval of a testing services contract with Certified Testing Services, Inc. for the Johnson Park Improvement project for an amount not to exceed \$23,500.00.

Public Works Director Steven Rames provided information to elected officials. This contract includes concrete and soils testing services for the Johnson Park Improvement project. This is a budgeted project expense and does not increase the cost of the project.

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

Public Comment Period

Olivia Matteo, 4401 S 13th Street, discussed a potential half cent sales tax and the process.

Troy Weyrich, 1004 Westbrook Drive, noted the Citizen's Committee only made a recommendation on what could be done to fund the Police Station expansion and street needs, and that everything proposed would be on the ballot for the community to vote on.

Jim McKenzie, 1412 Longhorn Drive, spoke of concerns with openness and transparency related to the downtown ambiance lighting project. McKenzie also discussed potential conflicts of interest on the extreme blight determination on property owned by the Greater Norfolk Economic Development Foundation (GNEDF), as Mayor Moenning and City Administrator Andy Colvin serve as directors on the GNEDF board.

City Administrator Andy Colvin said he serves as an ex-officio, non-voting member of the Foundation. The Mayor is on the board so the city can have some input or partnership as they are going through their projects.

Megan Eckert thanked elected officials for being forward thinking on public projects that have spurred private investment and for voting for growth in the community.

David Jansma, 2307 Clearfield Drive, discussed concerns with the condition of Clearfield Drive between 25th Street and Valli Hi Drive that is in need of repair.

Pat Carney discussed concerns with micromanaging and said the citizens of Norfolk elect the council to make decisions. Carney said the last several councils have done an excellent job of developing Norfolk.

Paul Medelman said a majority of tax increment financing projects are paid off early, and that money comes back to the taxing entities earlier than the full 15 years.

There being no further business, the Mayor declared the meeting adjourned at 8:13 p.m.

---

Josh Moenning  
Mayor

ATTEST:

---

Brianna Duerst  
City Clerk

( S E A L )

I, the undersigned Clerk, hereby certify that the foregoing is the full, true and correct original document of proceedings of March 18, 2024, had and done by the Mayor and City Council; that all of the subjects included in the proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to the meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

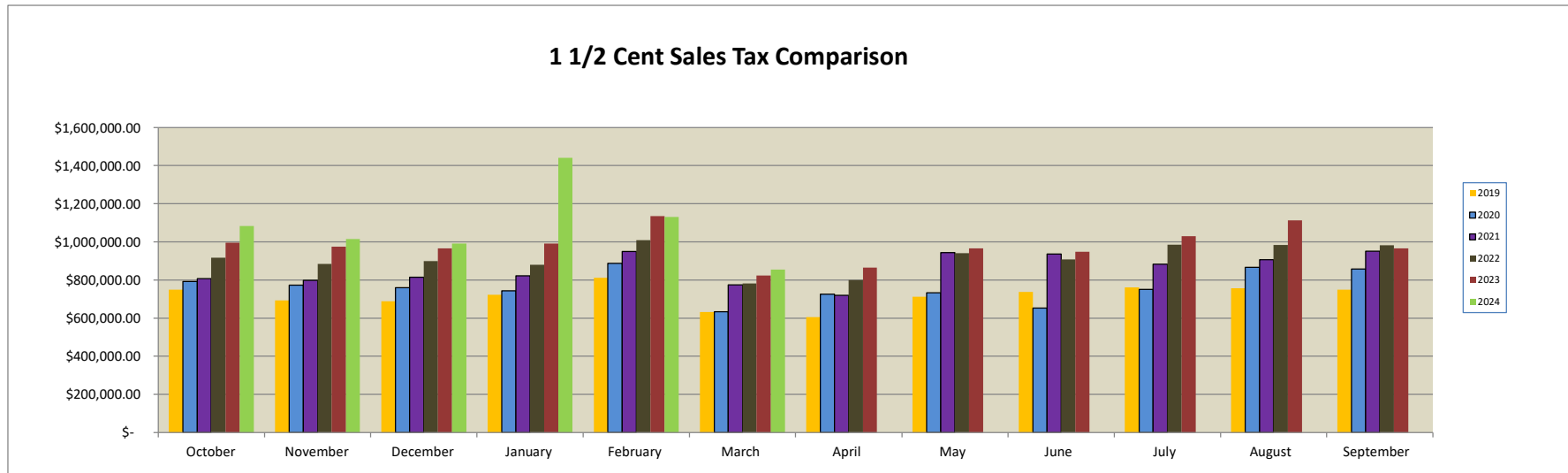
---

Brianna Duerst  
City Clerk

( S E A L )

**CITY OF NORFOLK**  
**1 1/2 CENT SALES TAX COMPARISON**  
**2019 - 2024**

PAYMENT DATE	FISCAL YEARS ENDED SEPTEMBER 30,						2024		CHANGE 2023 TO 2024		BUDGET VARIANCE	
	2019	2020	2021	2022	2023	2024	BUDGET					
October	\$ 749,907.08	\$ 791,667.22	\$ 807,699.88	\$ 916,869.52	\$ 995,864.82	\$ 1,083,160.19	\$ 996,910.16	\$ 87,295.37	8.77%	\$ 86,250.03	8.65%	
November	\$ 693,592.86	\$ 773,622.59	\$ 798,022.46	\$ 884,430.97	\$ 974,723.28	\$ 1,013,893.31	\$ 975,768.62	\$ 39,170.03	4.02%	\$ 38,124.69	3.91%	
December	\$ 688,673.25	\$ 760,004.07	\$ 815,440.55	\$ 899,492.96	\$ 965,286.05	\$ 990,850.41	\$ 966,331.39	\$ 25,564.36	2.65%	\$ 24,519.02	2.54%	
January	\$ 722,650.88	\$ 743,508.54	\$ 821,520.19	\$ 881,000.94	\$ 991,455.26	\$ 1,441,386.11	\$ 992,500.60	\$ 449,930.85	45.38%	\$ 448,885.51	45.23%	
February	\$ 812,345.69	\$ 887,425.53	\$ 950,153.16	\$ 1,009,091.07	\$ 1,135,957.92	\$ 1,130,809.70	\$ 1,137,003.26	\$ (5,148.22)	-0.45%	\$ (6,193.56)	-0.54%	
March	\$ 632,492.20	\$ 633,342.26	\$ 774,090.95	\$ 781,268.81	\$ 823,190.27	\$ 854,592.00	\$ 824,235.61	\$ 31,401.73	3.81%	\$ 30,356.39	3.68%	
April	\$ 606,371.26	\$ 725,373.93	\$ 719,690.10	\$ 800,199.17	\$ 864,336.75	\$ -	\$ 865,382.09	\$ -	0.00%	\$ -	0.00%	
May	\$ 712,360.98	\$ 733,041.40	\$ 943,475.10	\$ 941,437.19	\$ 965,402.83	\$ -	\$ 965,402.83	\$ -	0.00%	\$ -	0.00%	
June	\$ 738,010.16	\$ 653,114.23	\$ 935,611.73	\$ 907,696.57	\$ 948,479.55	\$ -	\$ 908,741.91	\$ -	0.00%	\$ -	0.00%	
July	\$ 761,157.69	\$ 750,322.72	\$ 883,844.67	\$ 985,039.55	\$ 1,029,422.05	\$ -	\$ 986,084.89	\$ -	0.00%	\$ -	0.00%	
August	\$ 756,686.77	\$ 866,997.21	\$ 907,083.35	\$ 984,190.94	\$ 1,112,393.81	\$ -	\$ 985,236.28	\$ -	0.00%	\$ -	0.00%	
September	\$ 748,664.90	\$ 857,175.30	\$ 951,421.42	\$ 981,225.96	\$ 965,491.99	\$ -	\$ 982,271.30	\$ -	0.00%	\$ -	0.00%	
<b>TOTALS</b>	<b>\$8,622,913.72</b>	<b>\$9,175,595.00</b>	<b>\$ 10,308,053.56</b>	<b>\$ 10,971,943.65</b>	<b>\$ 11,772,004.58</b>	<b>\$ 6,514,691.72</b>	<b>\$ 11,585,868.94</b>	<b>\$ 628,214.12</b>	<b>10.67%</b>	<b>\$ 621,942.08</b>	<b>10.55%</b>	





INTERLOCAL AGREEMENT  
FOR FIRE SERVICE AUTOMATIC AID

THIS AGREEMENT is made and entered into the 8 day of March, 2024, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "NORFOLK", and Hadar Rural Fire Protection District, a Political Subdivision of the State of Nebraska, hereinafter referred to as "HADAR", WITNESSETH:

WHEREAS, NORFOLK and HADAR are desirous of entering into an Agreement pursuant to the Nebraska Interlocal Cooperation Act (§§ 13-801 through 13-827 R.R.S. 1943) as the same may from time to time be amended, for the purposes of describing the conditions under which NORFOLK and HADAR will provide fire service automatic aid to each other.

NOW THEREFORE, in consideration of the foregoing recitals and the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. AGREEMENT. This Interlocal Agreement supersedes a Fire Service Automatic Aid Interlocal Agreement entered into between the parties November 1, 2004 to provide fire service automatic aid to each other.
2. DURATION. The term of this Agreement shall commence on the date of its execution and continue until terminated as set forth herein.
3. PURPOSE: The parties hereto agree pursuant to Neb. Rev. Stat. § 13-801, et seq., as the same may from time to time be amended, to cooperate to allow NORFOLK and HADAR to provide fire service automatic aid to each other.
4. AUTOMATIC AID ZONE. An automatic aid zone is hereby established within the respective emergency response jurisdictions of NORFOLK and HADAR.
5. SERVICES. The specific details of the services to be provided under this Agreement shall be determined by the respective Fire Chiefs of both NORFOLK and HADAR Fire Departments. It is understood that all plans which deal with emergency response shall adhere as closely as practical to the nearest unit concept which forms the basis for this Agreement. Each of the parties will dispatch manpower and equipment to the other party's jurisdiction, as the Fire Chiefs have agreed, dependent on availability.
6. REQUEST FOR AID. Upon receipt of a request for service involving automatic aid by NORFOLK, NORFOLK shall be dispatched to the emergency and shall immediately notify HADAR of the incident. Upon receipt of a request for service involving automatic aid by HADAR, HADAR shall be dispatched to the emergency and shall immediately notify NORFOLK of the incident.
7. DIRECTING OPERATIONS. The agency which has primary responsibility for fire protection and emergency response in the area involved shall direct all operations and support activities and request such additional assistance as is needed; provided, however, that in the event the emergency occurs along the border or between the two areas of primary responsibility, the first agency to arrive at the scene shall direct all operations and support activities and request such additional assistance as is needed.
8. OBLIGATION IN OWN JURISDICTION. It is mutually understood and agreed that this Agreement does not relieve either party from the necessity and obligation of providing adequate fire protection and emergency response within its own jurisdiction.
9. COMPENSATION. No party to this Agreement shall be required to pay any

compensation to the other party to this Agreement for automatic aid rendered hereunder; the mutual advantages and protection afforded by this Agreement being considered adequate consideration to all parties; provided, however, that expenses incurred by NORFOLK and HADAR for contract equipment or any extraordinary or special supplies resulting from responding as provided in this Agreement shall be subject to negotiation by NORFOLK and HADAR.

10. EXTENT OF AID. The extent of aid to be furnished under this Agreement shall be determined solely by the party furnishing such aid, and it is understood that the aid so furnished may be recalled at the sole discretion of the furnishing agency.

11. AGREEMENT FOR BENEFIT OF PARTIES. This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever. Any services performed or expenditures made in connection with furnishing automatic aid under this Agreement by any party hereto shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of such party.

12. WAIVER OF CLAIMS. Each of the parties to this Agreement do hereby expressly waive all claims against the other party for the compensation for any loss, damage, personal injury or death incurring in consequence of the non-reimbursable performance of this Agreement.

13. WORKER'S COMPENSATION. Each party shall provide, at its sole expense, the Worker's Compensation Insurance coverage necessary for its own responders. It is recognized that at such times a special party provides aid to the other general party pursuant to the terms of this Agreement, the special party responders may be contended to have become temporary responders of the general party; and should this result in any Worker's Compensation claims being asserted, it is hereby agreed that each party to this Agreement is responsible for their respective responders as pertaining to all such claims, liability and responsibility of, to, and for their responders with regard to Worker's Compensation. Further, each party agrees to indemnify, defend, and hold harmless the other party in regard to responder Worker's Compensation claims regardless of the location of the incident or claim.

14. INDEMNIFICATION/HOLD HARMLESS. NORFOLK and HADAR, agree to indemnify and hold each other mutually harmless from all loss, liability or claim because of or arising out of the acts or omissions of each party's performance of this Agreement.

15. TERMINATION. Each party shall have the right to terminate this Agreement at any time by giving written notice to the other party and specifying the effective date thereof.

16. NOTICES. Any notices required to be given under this Agreement shall be deemed to have been sufficiently given for all purposes if mailed, postage prepaid, to the following addresses:

<u>HADAR</u>	<u>NORFOLK</u>
Fire Chief	Fire Chief
Hadar Fire Department	Norfolk Fire Division
Box 219	701 Koenigstein Avenue
Hadar, NE 68738	Norfolk, NE 68701

17. NO SEPARATE ENTITY. This Interlocal Agreement does not create a new or separate legal entity and its powers are limited to those granted by this Interlocal Agreement and by the provisions of the Nebraska Interlocal Cooperation Act. For purposes of this Agreement, however, the respective Fire Chiefs of both NORFOLK and HADAR shall be considered the co-administrators of this Agreement.

18. NO PROPERTY. There shall be no property acquired pursuant to this Agreement.

19. TAXATION. As a result of this Agreement, no tax authorized under *Nebraska Revised Statutes* Sections 13-318 to 13-326 or 13-2813 to 13-2816 shall be levied or collected.

20. HEADINGS. Headings in this Interlocal Agreement are for convenience only and shall not be used to interpret or construe its provisions.

21. GOVERNING LAW. The agreement shall be construed in accordance with and governed by the laws of the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Agreement in duplicate the day and year first above written. This Agreement may be executed in counterparts. Each such counterpart, executed in duplicate, shall be deemed an original hereof and all such executed counterparts shall together be one and the same instrument.

CITY OF NORFOLK, NEBRASKA,  
A Municipal Corporation,

ATTEST:

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

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

Approved as to form: \_\_\_\_\_

Danielle Myers-Noelle, City Attorney

HADAR RURAL FIRE PROTECTION DISTRICT,  
A Political Subdivision of the State of Nebraska

By Robert Seegerbarth  
Board President

Printed Name:  
Robert Seegerbarth

ATTEST:

\_\_\_\_\_  
Title: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

4

## AGREEMENT

This Agreement is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as “CITY”, and Norfolk Golden Girls, Inc., a Nebraska Nonprofit Corporation, hereinafter referred to as “GOLDEN GIRLS”; WITNESSETH:

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, CITY agrees to allow GOLDEN GIRLS to use CITY’s facilities for softball practice, games, clinics, and tournaments subject to the following:

1. FACILITY. CITY, being the owner of ball fields in various CITY parks, is willing to allow the ball fields to be used by GOLDEN GIRLS for softball practice, games, clinics, and tournaments for their 2024 softball season. CITY’s parks and recreation director or his designee shall designate which ball fields are to be used by GOLDEN GIRLS.

2. TERM. The term of this Agreement shall be from the date of signing through December 31, 2024.

3. OFF-SEASON. GOLDEN GIRLS understands that prior to April 15 and after October 15 the CITY’s ball fields are in “off-season” mode which means that ball fields and other support facilities are not fully maintained and that restrooms may not be open. During the term of this Agreement, practices may be held on the ball fields, weather permitting, during the off-season period, however, CITY discourages the scheduling of home games prior to April 15 or after October 15. In the event that CITY’s ball fields are accessed during the off-season period, field condition rules shall apply as they do in-season and the fields are not to be accessed if use would cause damage to the ball field surfacing.

4. USAGE FEES. GOLDEN GIRLS shall pay usage fees to CITY as follows:

- a. \$10.00 per athlete in program (practice).
- b. \$20.00 per field per day for games (not at Ball Fields #4 and #5 at Ta-Ha-Zouka Park).
- c. \$15.00 per CITY staff member per hour for extra field preparation when requested to be on duty during tournaments and games. (This charge only applies to field preparation over and above standard field preparation which is provided at no charge prior to the start of play each day.)
- d. Cost of any chalk or Diamond Dry purchased from CITY.

GOLDEN GIRLS shall complete and submit a Roster Form listing all teams in GOLDEN GIRLS’ program along with payment. GOLDEN GIRLS shall be responsible for collecting all funds and shall pay the same to CITY at the Norfolk City Clerk’s Office, 309 North 5th Street, Norfolk, Nebraska, no later than December 1, 2024.

5. SCHEDULE FOR GAMES. GOLDEN GIRLS agrees to provide CITY with a comprehensive list of game times and to keep the same current.

6. NONEXCLUSIVE USE. The parties understand that GOLDEN GIRLS' use of the softball fields shall be nonexclusive and is subject to such times and locations as may be designated or assigned by CITY's parks and recreation director.

7. LIABILITY. GOLDEN GIRLS shall provide CITY with a certificate of general liability insurance in the following minimum amounts:

General Aggregate	\$2,000,000
a. Bodily Injury/Property Damage	\$1,000,000 each occurrence
b. Personal Injury Damage	\$1,000,000 each occurrence
c. Contractual Liability	\$1,000,000 each occurrence
d. Products Liability & Completed Operations	\$1,000,000 each occurrence
e. Fire Damage	\$ 100,000 any one fire
f. Medical Expense	\$ 5,000 any one person

In addition, GOLDEN GIRLS shall name CITY as an additional insured. The policy issued shall cover all activities sponsored by GOLDEN GIRLS while using CITY's softball fields with no exclusions. GOLDEN GIRLS' insurance shall be the primary insurance coverage for GOLDEN GIRLS' events. GOLDEN GIRLS agrees to be responsible for any damages or claim of loss not covered by GOLDEN GIRLS' insurance. A certificate of insurance shall be filed with the City Clerk's office upon execution of this Agreement. In the event the certificate of insurance is not filed at least 10 days before using City facilities, then (1) GOLDEN GIRLS shall pay a late fee to CITY in the amount of \$75.00, and (2) this Agreement shall be voidable at the option of CITY's operations manager.

8. HOLD HARMLESS/INDEMNIFICATION. GOLDEN GIRLS agrees to save, hold harmless, indemnify and defend CITY, its representatives, agents and employees from any loss or damage or claim of loss by GOLDEN GIRLS, or by any clinic participant or their parent or guardian, or any third party from damage or claim of damage that arises from any of the activities authorized or undertaken as provided in this Agreement and for any loss to CITY that results from GOLDEN GIRLS failing to perform its obligations under this Agreement or engaging in any activity not authorized by this Agreement.

9. RELEASES. In the event that GOLDEN GIRLS obtains Releases for participation in GOLDEN GIRLS' events while utilizing CITY's facilities under the terms of this Agreement, said Releases shall include a provision releasing CITY from the same liability and in the same manner that is afforded to other entities being released.

10. VOLUNTEERS. Any volunteers that access CITY's softball facilities as part of this Agreement are GOLDEN GIRLS' volunteers and GOLDEN GIRLS shall be responsible for any insurance coverage or liability related to or stemming from GOLDEN GIRLS' volunteers.

11. ADVERTISING. GOLDEN GIRLS shall not erect any advertising signs at CITY's softball facilities, except that GOLDEN GIRLS shall be allowed to display banners on the fence as recognition for players and sponsors during their games. Said banners shall be held on by clips and shall be removed by GOLDEN GIRLS at the end of each game.

12. NO SIGNS ALONG STATE HIGHWAY. Pursuant to Nebraska Administrative Code Title 410, Chapter 3, GOLDEN GIRLS shall not place signs advertising GOLDEN GIRLS' events on property adjacent to any state highway.

13. CONCESSIONS. GOLDEN GIRLS is prohibited from selling or participating in the sale of any concessions while utilizing CITY's facilities under the terms of this Agreement.

14. CLEANING. GOLDEN GIRLS shall be responsible for cleanup of CITY's ball fields at the conclusion of their use including but not limited to completely cleaning up the bleachers. In the event GOLDEN GIRLS fails to clean the facilities they utilize, GOLDEN GIRLS agrees to pay the actual cost incurred by CITY in cleaning the facilities. CITY shall document the condition of the facilities and shall consult with GOLDEN GIRLS prior to cleaning, if practicable.

15. CANCELLATION BY GOLDEN GIRLS. GOLDEN GIRLS shall be responsible for providing notice of cancellation of any games to CITY's parks and recreation athletic supervisor at 844-2254.

16. CANCELLATIONS BY CITY. Notwithstanding any other provision of this Agreement, City retains the right at any time to cancel any activities scheduled on City property due to inclement weather or for any other reason. CITY shall not be responsible for any loss to GOLDEN GIRLS resulting from CITY's cancellation of GOLDEN GIRLS' activities.

17. UNADDRESSED ISSUES. Issues related to CITY's softball facilities not addressed in this Agreement may be approved by CITY at the discretion of CITY's parks and recreation director upon request of GOLDEN GIRLS.

18. AUTHORITY TO SIGN AGREEMENT. The individuals signing this Agreement represent that they are authorized to sign on behalf of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Agreement in duplicate the day and year first above written. This Agreement may be executed in counterparts. Each such counterpart, executed in duplicate, shall be deemed an original hereof and all such executed counterparts shall together be one and the same instrument.

CITY OF NORFOLK, NEBRASKA,  
A Municipal Corporation

ATTEST:

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

By \_\_\_\_\_  
Josh Moening, Mayor

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

NORFOLK GOLDEN GIRLS, INC.,  
A Nebraska Nonprofit Corporation

By \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## AGREEMENT

This Agreement is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and Tina M. Kassmeier, doing business as Kellys Fast Pitch Softball, hereinafter referred to as "KELLYS"; WITNESSETH:

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, CITY agrees to allow KELLYS to use CITY's facilities for softball practice, games, clinics, and tournaments subject to the following:

1. FACILITY. CITY, being the owner of ball fields in various CITY parks, is willing to allow the ball fields to be used by KELLYS for softball practice, games, clinics, and tournaments for their 2024 softball season. CITY's parks and recreation director or his designee shall designate which ball fields are to be used by KELLYS.

2. TERM. The term of this Agreement shall be from the date of signing through December 31, 2024.

3. OFF-SEASON. KELLYS understands that prior to April 15 and after October 15 the CITY's ball fields are in "off-season" mode which means that ball fields and other support facilities are not fully maintained and that restrooms may not be open. During the term of this Agreement, practices may be held on the ball fields, weather permitting, during the off-season period, however, CITY discourages the scheduling of home games prior to April 15 or after October 15. In the event that CITY's ball fields are accessed during the off-season period, field condition rules shall apply as they do in-season and the fields are not to be accessed if use would cause damage to the ball field surfacing.

4. USAGE FEES. KELLYS shall pay usage fees to CITY as follows:

- a. \$10.00 per athlete in program (practice).
- b. \$20.00 per field per day for games (not at Ball Fields #4 and #5 at Ta-Ha-Zouka Park).
- c. \$15.00 per CITY staff member per hour for extra field preparation when requested to be on duty during tournaments and games. (This charge only applies to field preparation over and above standard field preparation which is provided at no charge prior to the start of play each day.)
- d. Cost of any chalk or Diamond Dry purchased from CITY.

KELLYS shall complete and submit a Roster Form listing all teams in KELLYS' program along with payment. KELLYS shall be responsible for collecting all funds and shall pay the same to CITY at the Norfolk City Clerk's Office, 309 North 5th Street, Norfolk, Nebraska, no later than December 1, 2024.

5. SCHEDULE FOR GAMES. KELLYS agrees to provide CITY with a comprehensive list of game times and to keep the same current.



6. NONEXCLUSIVE USE. The parties understand that KELLYS' use of the softball fields shall be nonexclusive and is subject to such times and locations as may be designated or assigned by CITY's parks and recreation director.

7. LIABILITY. KELLYS shall provide CITY with a certificate of general liability insurance in the following minimum amounts:

General Aggregate	\$2,000,000
a. Bodily Injury/Property Damage	\$1,000,000 each occurrence
b. Personal Injury Damage	\$1,000,000 each occurrence
c. Contractual Liability	\$1,000,000 each occurrence
d. Products Liability & Completed Operations	\$1,000,000 each occurrence
e. Fire Damage	\$ 100,000 any one fire
f. Medical Expense	\$ 5,000 any one person

In addition, KELLYS shall name CITY as an additional insured. The policy issued shall cover all activities sponsored by KELLYS while using CITY's softball fields with no exclusions. KELLYS' insurance shall be the primary insurance coverage for KELLYS' events. KELLYS agrees to be responsible for any damages or claim of loss not covered by KELLYS' insurance. A certificate of insurance shall be filed with the City Clerk's office upon execution of this Agreement. In the event the certificate of insurance is not filed at least 10 days before using City facilities, then (1) KELLYS shall pay a late fee to CITY in the amount of \$75.00, and (2) this Agreement shall be voidable at the option of CITY's operations manager.

8. HOLD HARMLESS/INDEMNIFICATION. KELLYS agrees to save, hold harmless, indemnify and defend CITY, its representatives, agents and employees from any loss or damage or claim of loss by KELLYS, or by any clinic participant or their parent or guardian, or any third party from damage or claim of damage that arises from any of the activities authorized or undertaken as provided in this Agreement and for any loss to CITY that results from KELLYS failing to perform its obligations under this Agreement or engaging in any activity not authorized by this Agreement.

9. RELEASES. In the event that KELLYS obtains Releases for participation in KELLYS' events while utilizing CITY's facilities under the terms of this Agreement, said Releases shall include a provision releasing CITY from the same liability and in the same manner that is afforded to other entities being released.

10. VOLUNTEERS. Any volunteers that access CITY's softball facilities as part of this Agreement are KELLYS' volunteers and KELLYS shall be responsible for any insurance coverage or liability related to or stemming from KELLYS' volunteers.

11. ADVERTISING. KELLYS shall not erect any advertising signs at CITY's softball facilities, except that KELLYS shall be allowed to display banners on the fence as recognition for players and sponsors during their games. Said banners shall be held on by clips and shall be removed by KELLYS at the end of each game.

12. NO SIGNS ALONG STATE HIGHWAY. Pursuant to Nebraska Administrative Code Title 410, Chapter 3, KELLYS shall not place signs advertising KELLYS' events on property adjacent to any state highway.

13. CONCESSIONS. KELLYS is prohibited from selling or participating in the sale of any concessions while utilizing CITY's facilities under the terms of this Agreement.

14. CLEANING. KELLYS shall be responsible for cleanup of CITY's ball fields at the conclusion of their use including but not limited to completely cleaning up the bleachers. In the event KELLYS fails to clean the facilities they utilize, KELLYS agrees to pay the actual cost incurred by CITY in cleaning the facilities. CITY shall document the condition of the facilities and shall consult with KELLYS prior to cleaning, if practicable.

15. CANCELLATION BY KELLYS. KELLYS shall be responsible for providing notice of cancellation of any games to CITY's parks and recreation athletic supervisor at 844-2254.

16. CANCELLATIONS BY CITY. Notwithstanding any other provision of this Agreement, City retains the right at any time to cancel any activities scheduled on City property due to inclement weather or for any other reason. CITY shall not be responsible for any loss to KELLYS resulting from CITY's cancellation of KELLYS' activities.

17. UNADDRESSED ISSUES. Issues related to CITY's softball facilities not addressed in this Agreement may be approved by CITY at the discretion of CITY's parks and recreation director upon request of KELLYS.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Agreement in duplicate the day and year first above written. This Agreement may be executed in counterparts. Each such counterpart, executed in duplicate, shall be deemed an original hereof and all such executed counterparts shall together be one and the same instrument.

CITY OF NORFOLK, NEBRASKA,  
A Municipal Corporation

ATTEST:

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

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

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

\_\_\_\_\_  
Tina M. Kassmeier, d/b/a Kellys Fast Pitch Softball

## AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and RAR Enterprises, LLC, a Nebraska Limited Liability Company, hereinafter referred to as "OFFICE BAR", WITNESSETH:

WHEREAS, OFFICE BAR is desirous of closing a portion of 4th Street to host a block party event which may include but is not limited to live music performances, the sale of alcohol, and food vendors; and

WHEREAS, OFFICE BAR has requested that 4th Street between Norfolk Avenue and Madison Avenue be closed for its event on Saturday, June 1, 2024 (or alternate date of June 22, 2024); and

WHEREAS, alcohol consumption is prohibited on CITY-owned property by Norfolk City Code Section 3-11 without prior authorization of the Norfolk City Council; and

WHEREAS, attached hereto as Exhibit "A" is a map which shows the beer garden with the approximate location of the music stage, food vendors, and bars that are contemplated for the event; and

WHEREAS, CITY is desirous of allowing the closure of said portion of 4th Street as described above for the block party event at OFFICE BAR's request.

NOW, THEREFORE, in consideration of the foregoing recitals, and the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. TERM. The term of this Agreement shall be for the days of Saturday, June 1, 2024, and Sunday, June 2, 2024, (or alternate days of June 22-23, 2024, hereinafter "alternate days").
2. STREET CLOSURE. CITY shall allow for the closure of 4th Street from the south line of Norfolk Avenue to the north line of Madison Avenue from 9:00 a.m. on Saturday, June 1, 2024, to 2:00 a.m. on Sunday, June 2, 2024 (or same hours on alternate days). CITY shall erect barricades and/or traffic cones which completely barricade the closed portion of the public street as deemed necessary by the Norfolk Police Division.
3. SET UP/CLEAN UP. OFFICE BAR shall be allowed to begin setting up for its event on the closed portion of 4<sup>th</sup> Street at 9:00 a.m. on June 1, 2024 (or alternate day). OFFICE BAR shall be responsible for cleanup from the event and shall complete said cleanup by 2:00 a.m. on June 2, 2024 (or alternate day).
4. ALCOHOL.
  - A. Authorization. By approval of this Agreement, CITY's governing body gives the authorization required by Sections 3-11 and 3-13 of CITY's Official Code to OFFICE BAR for alcohol to be served at the following locations:

- 1) on the closed portion of 4th Street, and
- 2) on the sidewalks adjacent to the east and west sides of the closed portion of 4th Street,

from 4:00 p.m. until 12:00 midnight on June 1, 2024 (or alternate day), in the area designated as “beer garden” on the attached Exhibit “A”.

In addition to this authorization, all necessary liquor licenses shall be obtained.

- B. Open Containers of Alcohol. Except as set forth in subparagraph A above, this authorization shall not in any way affect the applicability of City Code Section 3-13, which prohibits open containers of alcohol on any adjoining sidewalk or street in the vicinity of 4<sup>th</sup> Street between Norfolk Avenue and Madison Avenue.
- C. Strict Compliance. The consumption of alcohol on the closed portion of 4th Street (and adjacent sidewalks on 4th Street) shall be had in strict compliance with the representations made on the liquor license application, a copy of which is attached hereto as Exhibit “B”, and pursuant to the terms of any liquor license that is obtained.

5. BEER GARDEN ENCLOSURE. OFFICE BAR shall be responsible for sufficiently enclosing the beer garden area to prevent entry of pedestrians into the beer garden except through designated entrances. The barriers enclosing the beer garden area shall be substantial enough to sufficiently prevent pedestrian traffic from easily and freely moving from outside the beer garden area to inside the beer garden over, under, or around the barriers.

6. TEMPORARY STAGE. CITY shall allow OFFICE BAR to place a temporary stage on the closed portion of 4<sup>th</sup> Street for its event.

7. NO HOLES IN STREET/SIDEWALK. OFFICE BAR shall not drill any holes in the surface of the closed portion of South 4th Street or any adjacent alleys or sidewalks.

8. NO PAINT ON STREET/SIDEWALKS. OFFICE BAR shall not paint any streets, alleys, or sidewalks for this event. In the event that OFFICE BAR does paint or permanently mark any streets, alleys, or sidewalks, then City shall have the paint or marking removed and the cost thereof shall be paid by OFFICE BAR.

9. DAMAGE. Any damage to CITY property resulting from OFFICE BAR holding its event on the closed portion of 4<sup>th</sup> Street and adjoining sidewalks will be repaired by CITY and the cost thereof shall be paid by OFFICE BAR.

10. SECURITY. OFFICE BAR shall, at its own expense, provide adequate security for crowd control for its event as well as for compliance with alcohol possession/consumption laws.

11. COPYRIGHTED MUSIC. OFFICE BAR agrees that it either has or will secure any necessary licenses required for the broadcasting or performance of copyrighted music at the activities being conducted by OFFICE BAR and expressly agrees to hold CITY harmless and

indemnify CITY from any cost or liability that may result to CITY as a result of the activities sponsored by OFFICE BAR being held on property owned by CITY.

12. NOISE. In the event that noise complaints related to the music or any other activity related to the event are received by CITY's Police Division, the Police Division shall handle said complaints in the normal course according to its policies and procedures.

13. TEMPORARY TOILETS. OFFICE BAR agrees, at its expense, to provide a sufficient number of temporary toilets to accommodate the number of people expected to attend the event; however, no temporary toilets shall be placed on the street or alley.

14. INSURANCE.

A. OFFICE BAR shall provide CITY with a certificate of general liability insurance in the following minimum amounts:

General Aggregate	\$2,000,000
a. Bodily Injury/Property Damage	\$1,000,000 each occurrence
b. Personal Injury Damage	\$1,000,000 each occurrence
c. Contractual Liability	\$1,000,000 each occurrence
d. Products Liability & Completed Operations	\$1,000,000 each occurrence
e. Fire Damage	\$ 100,000 any one fire
f. Medical Expense	\$ 5,000 any one person
g. Liquor Liability	\$1,000,000 each occurrence

The policy issued shall cover all activities and vendors sponsored by OFFICE BAR for the event with no exclusions. In the event there is any exclusion or limitation of OFFICE BAR's insurance coverage related to any activity, then the excluded or limited activities shall not be allowed as part of OFFICE BAR's event. Further, OFFICE BAR shall not allow any vendors that are not covered under OFFICE BAR's insurance policy to participate in the event.

B. OFFICE BAR shall name CITY as an additional insured. Said insurance shall be the primary insurance coverage for OFFICE BAR's event (including but not limited to the serving of alcohol on CITY's property during the event) with the exception of activities related to vendors for which insurance is provided by the vendors, in which case the respective vendor's insurance shall be primary and OFFICE BAR's insurance shall be secondary. OFFICE BAR agrees to be responsible for any damages or claim of loss not covered by OFFICE BAR's insurance or OFFICE BAR's vendors' insurance. A certificate of insurance shall be filed with the Norfolk City Clerk upon execution of this Agreement. In the event the certificate of insurance is not filed by May 22, 2024, then (1) OFFICE BAR shall pay a late fee to CITY in the amount of \$75.00, and (2) this Agreement shall be voidable at the option of CITY's risk manager.

C. OFFICE BAR agrees to obtain from all vendors and sponsors of activities accessing the closed street a certificate of insurance showing general liability and products liability coverage in amounts no less than \$1,000,000 per occurrence with a

\$1,000,000 aggregate. Said certificates of insurance shall be filed with the City Clerk's office by May 29, 2024.

In the event there are vendors on the closed street from which OFFICE BAR has not obtained a valid certificate of insurance with the coverage amounts set forth herein, then said vendors are not authorized to be vending on the closed street and OFFICE BAR and its insurance carrier shall be responsible for said unauthorized vendors.

15. HOLD HARMLESS/INDEMNIFICATION. OFFICE BAR agrees to save, hold harmless, indemnify and defend CITY, its representatives, agents and employees from any loss or damage or claim of loss by OFFICE BAR or any third party from damage or claim of damage that arises from any of the activities authorized or undertaken as provided in this Agreement and for any loss to CITY that results from OFFICE BAR failing to perform its obligations under this Agreement or engaging in any activity not authorized by this Agreement.

16. STATEMENTS FROM AFFECTED BUSINESSES. OFFICE BAR shall contact each business along South 4<sup>th</sup> Street that will be affected by the street closure and obtain a signed statement from the business stating they do not object to the street being closed from 9:00 a.m. on June 1, 2024, to 2:00 a.m. on June 2, 2023 (or same hours on alternate days). OFFICE BAR shall provide said signed statements to the Norfolk City Clerk's office by May 29, 2024 (or June 19, 2024, if alternate days used). In the event signed statements are not provided for each affected business by May 29, 2024 (or June 19, 2024, if alternate days used), this Agreement shall be voidable at the option of CITY's risk manager.

17. SALES TAX. All concession sales are subject to State and City sales tax. OFFICE BAR or its vendors shall file sales tax returns and pay the applicable sales tax as required by law.

18. NO SIGNS ALONG STATE HIGHWAY. Pursuant to Nebraska Administrative Code Title 410, Chapter 3, OFFICE BAR shall not place signs advertising OFFICE BAR's event on property adjacent to any state highway.

19. MANAGEMENT. The parties acknowledge and agree that OFFICE BAR shall be solely responsible for the operation and management the closed portion of the street and sidewalk during the term of this Agreement when the same are being utilized by OFFICE BAR for OFFICE BAR's event and related activities. OFFICE BAR shall be responsible for operating and managing the closed portion of the street and sidewalk in accordance with all applicable rules and regulations of any governmental entity with jurisdiction over the same including, but not limited to, the most current and updated Directed Health Measures of all local, state, and federal health agencies, and all resolutions and ordinances of CITY (collectively the "Rules"). OFFICE BAR represents and covenants to CITY that OFFICE BAR is familiar with the Rules and that OFFICE BAR shall operate and manage the closed portion of the street and sidewalk in accordance with the Rules. OFFICE BAR shall ensure that all individuals utilizing the closed portion of the street and sidewalk for OFFICE BAR's event shall conduct themselves in accordance with the Rules.

20. MAINTENANCE. OFFICE BAR shall be responsible for maintaining the closed portion of the street and sidewalk in accordance with the Rules so that the same may be utilized for permitted activities hereunder. Such obligation shall include, but not be limited to, all

sanitation guidelines and maintenance obligations that are set forth in the Rules. OFFICE BAR shall ensure that any guests, invitees, or visitors are those permitted to be in attendance on the closed portion of the street and sidewalk in accordance with the Rules.

21. NO USAGE FEE. OFFICE BAR shall pay no fee to CITY for the use of the closed portion of the street and sidewalk for OFFICE BAR’s event.

22. CANCELLATION. Notwithstanding any other provision of this Agreement, CITY retains the right at any time to cancel any activities scheduled on CITY property due to inclement weather or for any other reason. CITY shall not be responsible for any loss to OFFICE BAR resulting from CITY’s cancellation of OFFICE BAR’s activities.

23. AUTHORITY TO SIGN AGREEMENT. The individuals signing this Agreement represent that they are authorized to sign on behalf of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Agreement in duplicate the day and year first above written. This Agreement may be executed in counterparts. Each such counterpart, executed in duplicate, shall be deemed an original hereof and all such executed counterparts shall together be one and the same instrument.

ATTEST:

CITY OF NORFOLK, NEBRASKA,  
A Municipal Corporation

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

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

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

RAR ENTERPRISES, LLC,  
A Nebraska Limited Liability Company

By \_\_\_\_\_  
Member  
Printed Name: \_\_\_\_\_

EXHIBIT "A"

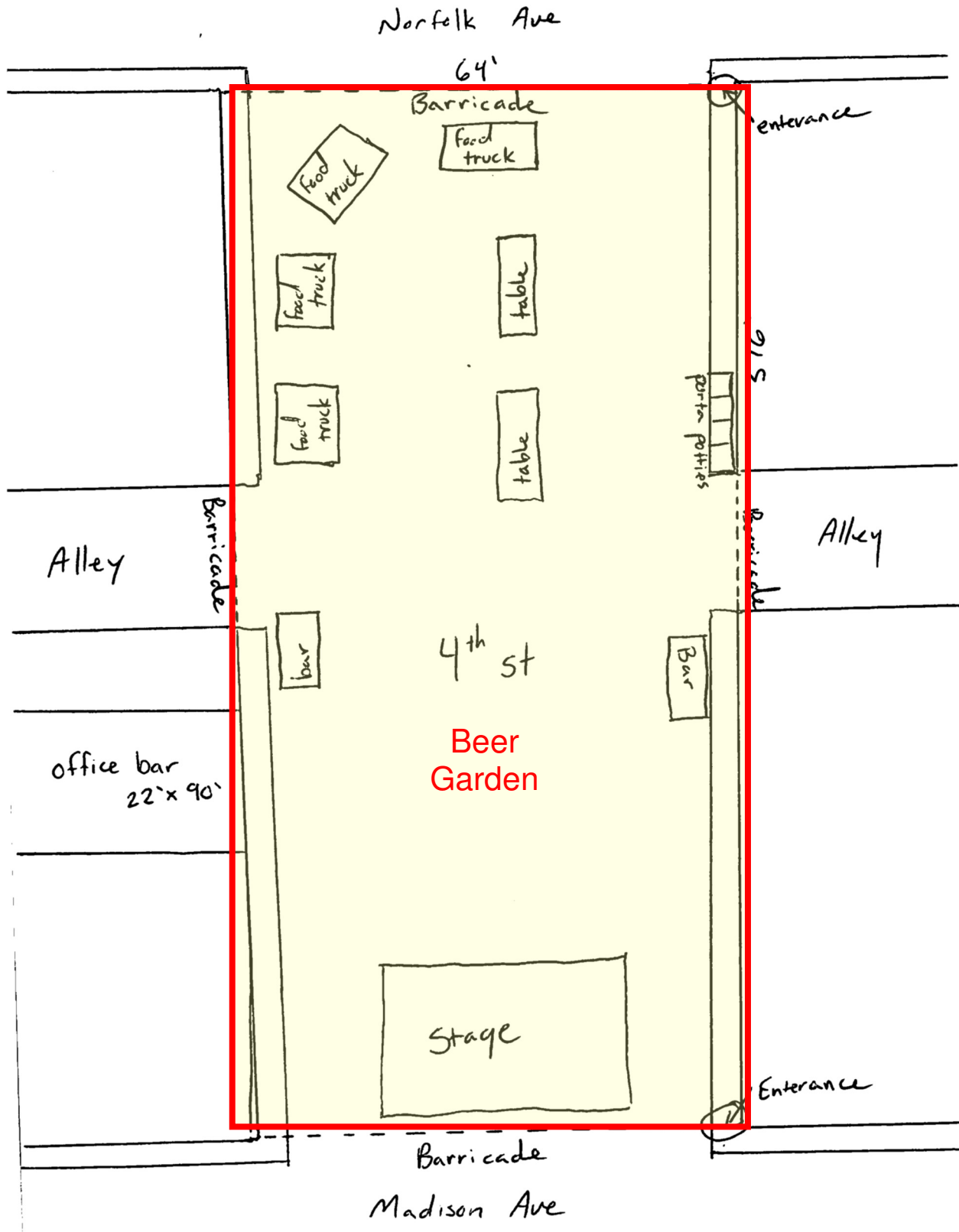




EXHIBIT "B"

NEBRASKA LIQUOR CONTROL COMMISSION  
PHONE: (402) 471-2571  
Website: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

Special Designated License  
Local Recommendation (Form 200)

Applications must be entered on the portal after local approval – no exceptions  
Late applications are non-refundable and will be rejected

Office Bar/ RAR Enterprises LLC

Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)  
120 S. 4th Street. Norfolk, NE 68701

Retail Liquor License Address or Non-Profit Business Address  
124584

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 6-1-24

Event Date(s): \_\_\_\_\_

Event Start Time(s): 3pm \_\_\_\_\_

Event End Time(s): 12pm \_\_\_\_\_

6-22-24

Alternate Date: \_\_\_\_\_

Alternate Location Building & Address: None

Office Bar

Event Building Name: \_\_\_\_\_

120 s. 4th street

Event Street Address/City: \_\_\_\_\_

Indoor area to be licensed in length & width: 98' 22' X 362' 62'

Outdoor area to be licensed in length & width: \_\_\_\_\_ X \_\_\_\_\_ (Diagram Form #109 must be attached)

Outdoor Live Music 300

Type of Event: \_\_\_\_\_ Estimate # of attendees: \_\_\_\_\_

Type of alcohol to be served: Beer  yes Wine  yes Distilled Spirits  yes

(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Richelle Matteo Event Contact Phone Number: 402-750-7328

officebar21@gmail.com

Event Contact Email: \_\_\_\_\_

\*Signature Authorized Representative *Richelle Matteo* Printed Name *Richelle Matteo*

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

\*Retail licensee – Must be signed by a member listed on permanent license

\*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

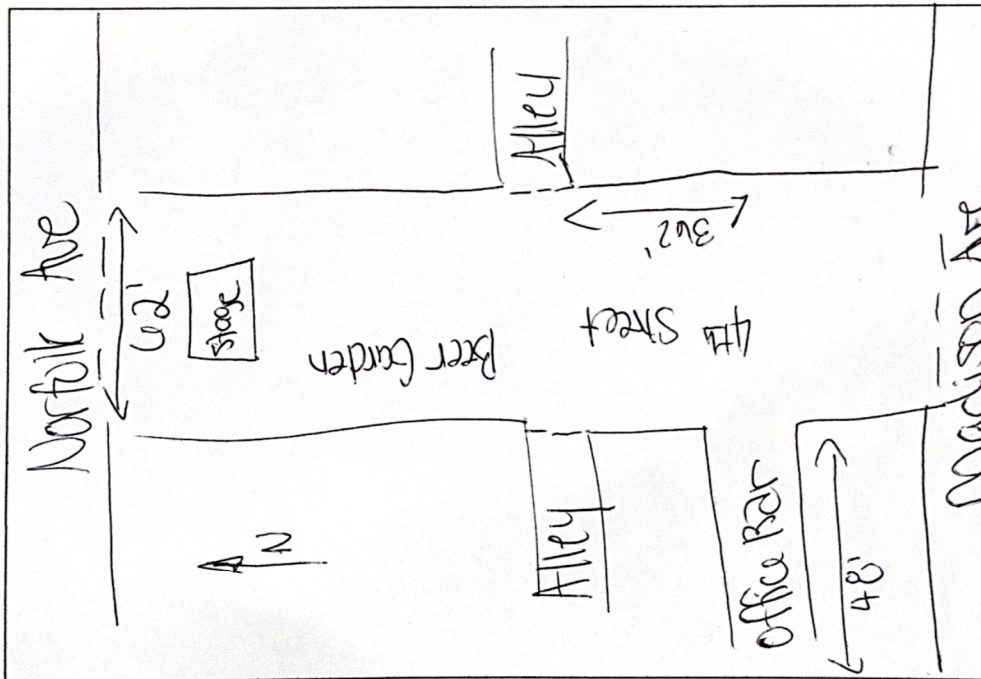
The local governing body for the City/Village of \_\_\_\_\_ OR County of \_\_\_\_\_ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

# OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED Blue line

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:



Form 109

**Special Designated License  
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions  
Late applications are non-refundable and will be rejected

Office Bar/ RAR Enterprises LLC

Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)  
120 S. 4th Street. Norfolk, NE 68701

Retail Liquor License Address or Non-Profit Business Address  
124584

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 6-1-24

Event Date(s): \_\_\_\_\_

Event Start Time(s): 3pm \_\_\_\_\_

Event End Time(s): 12pm \_\_\_\_\_

6-22-24 \_\_\_\_\_

Alternate Date: \_\_\_\_\_

None

Alternate Location Building & Address: \_\_\_\_\_  
Office Bar

Event Building Name: \_\_\_\_\_  
120 s. 4th street

Event Street Address/City: \_\_\_\_\_

Indoor area to be licensed in length & width: 98' 22' X 362' 62'

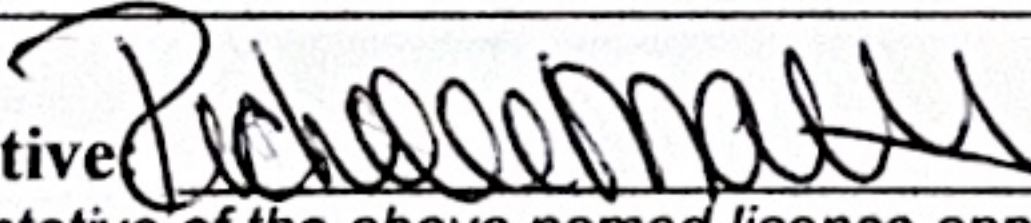
Outdoor area to be licensed in length & width: \_\_\_\_\_ X \_\_\_\_\_ (Diagram Form #109 must be attached)  
Outdoor Live Music 300

Type of Event: \_\_\_\_\_ Estimate # of attendees: \_\_\_\_\_

Type of alcohol to be served: Beer yes Wine yes Distilled Spirits yes  
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Richelle Matteo Event Contact Phone Number: 402-750-7328

Event Contact Email: officebar21@gmail.com

\*Signature Authorized Representative  Printed Name Richelle Matteo

*I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.*

\*Retail licensee – Must be signed by a member listed on permanent license  
\*Non-Profit Organization – Must be signed by a Corporate Officer

**Local Governing Body completes below:**

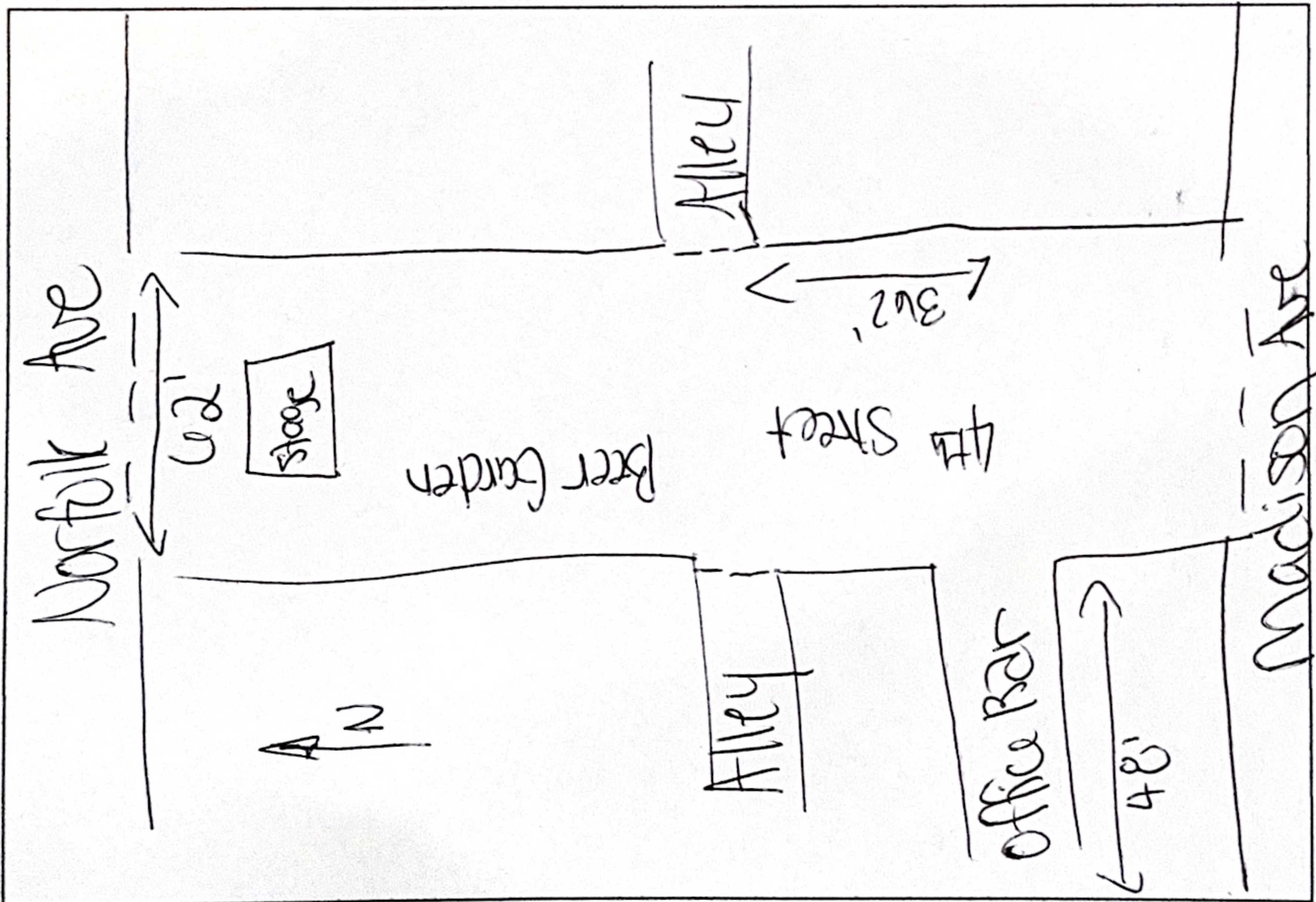
The local governing body for the City/Village of \_\_\_\_\_ **OR** County of \_\_\_\_\_ approves  
the issuance of a Special Designated License as requested above. (Only one should be written above)

# OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED Blue line

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:



Form 109

## AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and Downtown Norfolk Association, Inc., a Nebraska Nonprofit Corporation, hereinafter referred to as "DOWNTOWN", WITNESSETH:

WHEREAS, DOWNTOWN is desirous of utilizing Riverpoint Square located at 3rd Street and Norfolk Avenue to host a Downtown Concert Series which includes four separate music performance concerts with a beer garden at each concert, food vendors, and may include axe throwing activities; and

WHEREAS, DOWNTOWN has requested that 3rd Street be closed from the south line of the intersection of 3rd Street and Norfolk Avenue extending south to the north line of the east/west alley running between Norfolk Avenue and Madison Avenue for a portion of each day on which a concert is held; and

WHEREAS, alcohol consumption is prohibited on CITY-owned property by Norfolk City Code Section 3-11 without prior authorization of the Norfolk City Council; and

WHEREAS, Norfolk City Code Section 18-10 prohibits vending in the park without the prior permission of the Mayor and City Council; and

WHEREAS, attached hereto as Exhibit "A" are maps of two alternate layouts which show the approximate location of the music stage and beer garden contemplated for the concerts; and

WHEREAS, CITY is desirous of allowing DOWNTOWN to utilize Riverpoint Square and allowing the closure of said portion of 3rd Street as described above for the Downtown Concert Series at DOWNTOWN's request.

NOW, THEREFORE, in consideration of the foregoing recitals, and the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. DATES. This Agreement shall be for the following days:

June 7, 2024 (with rain date of June 14, 2024);  
June 21, 2024 (with rain date of June 28, 2024);  
July 19, 2024 (with rain date of July 26, 2024); and  
August 9, 2024 (with rain date of August 16, 2024), respectively.

2. RIVERPOINT SQUARE. CITY is willing to allow Riverpoint Square located at 3rd Street and Norfolk Avenue in Norfolk, Nebraska, to be used in conjunction with DOWNTOWN's purpose of holding four separate music performance concerts for the Downtown Concert Series.

3. STREET CLOSURE. CITY shall allow for the closure of 3rd Street from the south line of the intersection of 3rd Street and Norfolk Avenue extending south to the north line of the east/west alley running between Norfolk Avenue and Madison Avenue from 4:00 p.m. to 12:00 midnight on the day of each concert. CITY shall allow for the early closure of parking stalls located along the portion of 3<sup>rd</sup> Street that will be closed for DOWNTOWN's concerts. The parking stalls may be closed at 3:00 p.m. on the day of each concert. CITY shall erect barricades and/or traffic cones which completely barricade the closed portion of the public street as deemed necessary by the Norfolk Police Division.

4. SET UP/CLEAN UP. DOWNTOWN shall be allowed to begin setting up for each music performance at Riverpoint Square at 3:00 p.m. and on the closed portion of 3<sup>rd</sup> Street at 4:00 p.m. on the day of each concert. DOWNTOWN shall be responsible for cleanup from each event and shall complete said cleanup by midnight on the day of each concert.

5. ALCOHOL.

A. Authorization. By approval of this Agreement, CITY's governing body gives the authorization required by Sections 3-11 and 3-13 of CITY's Official Code to DOWNTOWN for alcohol to be served at the following locations:

- 1) in Riverpoint Square located at 3<sup>rd</sup> Street and Norfolk Avenue,
- 2) on the closed portion of 3<sup>rd</sup> Street, and
- 3) on the sidewalks adjacent to the east and west sides of the closed portion of 3<sup>rd</sup> Street,

from 5:30 p.m. until 11:00 p.m. on the day of each concert, in the area designated as "beer garden" on the attached Exhibit "A".

In addition to this authorization, all necessary liquor licenses shall be obtained.

B. No Alcohol on Sidewalk or Street. Except as set forth in subparagraph A above, this authorization shall not in any way affect the applicability of City Code Section 3-13, which prohibits open containers of alcohol on any adjoining sidewalk or street in the vicinity of Riverpoint Square at 3rd Street and Norfolk Avenue.

C. Strict Compliance. The consumption of alcohol in Riverpoint Square and on the closed portion of 3<sup>rd</sup> Street (and adjacent sidewalks on 3<sup>rd</sup> Street) shall be had in strict compliance with the representations made on the liquor license applications, copies of which are attached hereto as Exhibit "B", and pursuant to the terms of any liquor licenses that are obtained.

6. VENDING. This Agreement shall serve as permission granted to DOWNTOWN as required by Section 18-10 of the City Code for vending in Riverpoint Square and on the closed portion of the street during DOWNTOWN's concerts so long as DOWNTOWN has obtained the

necessary licenses/permits and complies with the requirements of paragraph 14 herein for the term of this Agreement.

7. TEMPORARY STAGE. CITY shall allow DOWNTOWN to place a temporary stage in Riverpoint Square and/or on the closed portion of the street for the concerts.

8. HOLES IN CONCRETE. DOWNTOWN shall not drill any holes in the concrete of Riverpoint Square or the sidewalks adjacent to the east and west sides of the closed portion of 3<sup>rd</sup> Street. DOWNTOWN shall be allowed to drill holes in the concrete of the closed portion of the street to erect up to six (6) tents for each concert. After the tents are removed, DOWNTOWN shall fill and seal all of the holes that have been drilled in the concrete.

9. NO PAINT ON RIVERPOINT SQUARE/STREET/SIDEWALKS. DOWNTOWN shall not paint any streets, alleys, sidewalks, or Riverpoint Square for this event. In the event that DOWNTOWN does paint or permanently mark any streets, alleys, sidewalks, or Riverpoint Square, then City shall have the paint or marking removed and the cost thereof shall be paid by DOWNTOWN.

10. SECURITY. DOWNTOWN shall, at its own expense, provide adequate security for crowd control for its events as well as for compliance with alcohol possession/consumption laws.

11. COPYRIGHTED MUSIC. DOWNTOWN agrees that it either has or will secure any necessary licenses required for the broadcasting or performance of copyrighted music at the activities being conducted by DOWNTOWN and expressly agrees to hold CITY harmless and indemnify CITY from any cost or liability that may result to CITY as a result of the activities sponsored by DOWNTOWN being held on property owned by CITY.

12. NOISE. In the event that noise complaints related to the music or any other activity related to the event are received by CITY's Police Division, the Police Division shall handle said complaints in the normal course according to its policies and procedures.

13. TEMPORARY TOILETS. DOWNTOWN agrees, at its expense, to provide a sufficient number of temporary toilets to accommodate the number of people expected to attend the events; however, no temporary toilets shall be placed on the street or alley.

14. INSURANCE. DOWNTOWN shall provide CITY with a certificate of general liability insurance in the following minimum amounts:

General Aggregate	\$2,000,000
a. Bodily Injury/Property Damage	\$1,000,000 each occurrence
b. Personal Injury Damage	\$1,000,000 each occurrence
c. Contractual Liability	\$1,000,000 each occurrence
d. Products Liability & Completed Operations	\$1,000,000 each occurrence
e. Fire Damage	\$ 100,000 any one fire
f. Medical Expense	\$ 5,000 any one person
g. Liquor Liability	\$1,000,000 each occurrence

The policy issued shall cover all activities and vendors sponsored by DOWNTOWN for the events with no exclusions. In the event there is any exclusion or limitation of DOWNTOWN's insurance coverage related to any activity, then the excluded or limited activities shall not be allowed as part of DOWNTOWN's events. Further, DOWNTOWN shall not allow any vendors that are not covered under DOWNTOWN's insurance policy to participate in the events.

In addition, DOWNTOWN shall name CITY as an additional insured. Said insurance shall be the primary insurance coverage for DOWNTOWN's event (including but not limited to the serving of alcohol and allowing axe throwing activities on CITY's property during the events). DOWNTOWN agrees to be responsible for any damages or claim of loss not covered by DOWNTOWN's insurance or DOWNTOWN's vendors' insurance. A certificate of insurance shall be filed with the Norfolk City Clerk upon execution of this Agreement. In the event the certificate of insurance is not filed by May 28, 2024, then (1) DOWNTOWN shall pay a late fee to CITY in the amount of \$75.00, and (2) this Agreement shall be voidable at the option of CITY's risk manager.

15. HOLD HARMLESS/INDEMNIFICATION. DOWNTOWN agrees to save, hold harmless, indemnify and defend CITY, its representatives, agents and employees from any loss or damage or claim of loss by DOWNTOWN or any third party from damage or claim of damage that arises from any of the activities authorized or undertaken as provided in this Agreement and for any loss to CITY that results from DOWNTOWN failing to perform its obligations under this Agreement or engaging in any activity not authorized by this Agreement.

16. RELEASES. In the event that DOWNTOWN or their vendors obtain Releases for participation in DOWNTOWN's events while utilizing CITY's facilities under the terms of this Agreement, said Releases shall include a provision releasing CITY from the same liability and in the same manner that is afforded to other entities being released.

17. SALES TAX. All concession sales are subject to State and City sales tax. DOWNTOWN or its vendors shall file sales returns and pay the applicable sales tax as required by law.

18. NO SIGNS ALONG STATE HIGHWAY. Pursuant to Nebraska Administrative Code Title 410, Chapter 3, DOWNTOWN shall not place signs advertising DOWNTOWN's concerts on property adjacent to any state highway.

19. MANAGEMENT. The parties acknowledge and agree that DOWNTOWN shall be solely responsible for the operation and management of Riverpoint Square and the closed portion of the street and sidewalk during the term of this Agreement when the same are being utilized by DOWNTOWN for DOWNTOWN's event and related activities. DOWNTOWN shall be responsible for operating and managing Riverpoint Square and the closed portion of the street and sidewalk in accordance with all applicable rules and regulations of any governmental entity with jurisdiction over the same including, but not limited to, the most current and updated Directed Health Measures of all local, state, and federal health agencies, and all resolutions and



ordinances of CITY (collectively the “Rules”). DOWNTOWN represents and covenants to CITY that DOWNTOWN is familiar with the Rules and that DOWNTOWN shall operate and manage Riverpoint Square and the closed portion of the street and sidewalk in accordance with the Rules. DOWNTOWN shall ensure that all individuals utilizing Riverpoint Square and the closed portion of the street and sidewalk for DOWNTOWN’s event shall conduct themselves in accordance with the Rules.

20. MAINTENANCE. DOWNTOWN shall be responsible for maintaining Riverpoint Square and the closed portion of the street and sidewalk in accordance with the Rules so that the same may be utilized for permitted activities hereunder. Such obligation shall include, but not be limited to, all sanitation guidelines and maintenance obligations that are set forth in the Rules. DOWNTOWN shall ensure that any guests, invitees, or visitors are those permitted to be in attendance at Riverpoint Square and the closed portion of the street and sidewalk in accordance with the Rules.

21. NO USAGE FEE. DOWNTOWN shall pay no fee to CITY for the use of Riverpoint Square and the closed portion of the street and sidewalk for DOWNTOWN’s events.

22. CANCELLATION. Notwithstanding any other provision of this Agreement, CITY retains the right at any time to cancel any activities scheduled on CITY property due to inclement weather or for any other reason. CITY shall not be responsible for any loss to DOWNTOWN resulting from CITY’s cancellation of DOWNTOWN’s activities.

23. AUTHORITY TO SIGN AGREEMENT. The individuals signing this Agreement represent that they are authorized to sign on behalf of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Agreement in duplicate the day and year first above written. This Agreement may be executed in counterparts. Each such counterpart, executed in duplicate, shall be deemed an original hereof and all such executed counterparts shall together be one and the same instrument.

ATTEST:

CITY OF NORFOLK, NEBRASKA,  
A Municipal Corporation

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

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

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

DOWNTOWN NORFOLK ASSOCIATION, INC.,  
A Nebraska Nonprofit Corporation

By \_\_\_\_\_  
Its President  
Printed Name: \_\_\_\_\_

By \_\_\_\_\_  
Its Treasurer  
Printed Name: \_\_\_\_\_

EXHIBIT "A"



EXHIBIT "B"

NEBRASKA LIQUOR CONTROL COMMISSION  
PHONE: (402) 471-2571  
Website: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

**Special Designated License  
Local Recommendation (Form 200)**  
Applications must be entered on the portal after local approval – no exceptions  
Late applications are non-refundable and will be rejected

**Downtown Norfolk Association**

Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)

PO Box 504 Norfolk, NE 68701

Retail Liquor License Address or Non-Profit Business Address

47-0639942

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only  
Event Date(s): June 7

Event Start Time(s): 5:30pm

Event End Time(s): 11:00pm

Alternate Date: June 14

Alternate Location Building & Address: n/a

Event Building Name: River Point Square (Park)

Event Street Address/City: 307 W Norfolk Ave., Norfolk, NE 68701

Indoor area to be licensed in length & width: \_\_\_ X \_\_\_

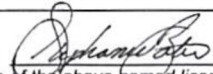
Outdoor area to be licensed in length & width: 120 X 120 (Diagram Form #109 must be attached)

Type of Event: Family Music Concert Series Estimate # of attendees: 500

Type of alcohol to be served: Beer  Wine  Distilled Spirits \_\_\_\_\_  
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Stephanie Bates Event Contact Phone Number: 402-750-5302

Event Contact Email: info@visitnorfolkne.com

\*Signature Authorized Representative:  Printed Name Stephanie Bates

*I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.*

\*Retail licensee – Must be signed by a member listed on permanent license  
\*Non-Profit Organization – Must be signed by a Corporate Officer

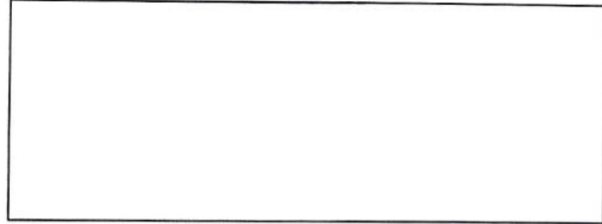
**Local Governing Body completes below:**

The local governing body for the City/Village of \_\_\_\_\_ **OR** County of \_\_\_\_\_ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

\_\_\_\_\_  
Local Governing Body Authorized Signature Date

**APPLICATION FOR SPECIAL  
DESIGNATED LICENSE  
Non-Profit Applicants ONLY**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814



**This page is required to be completed by Non-Profit applicants only.**

**Application for Special Designated License  
Under Nebraska Liquor Control Act  
Affidavit of Non-Profit Status**

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

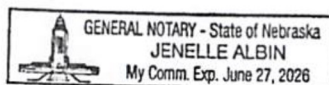
Downtown Norfolk Association  
NAME OF CORPORATION

47-0639942  
FEDERAL ID NUMBER

[Signature]  
SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT. IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 4 DAY OF March, 2024.



[Signature]  
NOTARY PUBLIC SIGNATURE & SEAL

# OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED Blue Line Security Services, LLC

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:



Form 109  
Rev Nov 2016

REQUEST FOR EXEMPTION WAIVER OF DOUBLE FENCING RULE

RULES AND REGULATIONS CHAPTER 2 - 013 SPECIAL DESIGNATED LICENSES

<https://lcc.nebraska.gov/sites/lcc.nebraska.gov/files/doc/013%20SPECIAL%20DESIGNATED%20LICENSES%20RULES%20%26%20REGS.pdf>

WHY DOUBLE FENCING IS NOT AVAILABLE For festival attendee safety, land locked on all sides  
double fencing encroaches on roadway

TYPE OF FENCING TO BE USED Cattle fencing panels

HEIGHT OF FENCING TO BE USED 5 feet

HOW AREA WILL BE PATROLLED Blue Line Security

NUMBER OF SECURITY PERSONNEL 4

EXPECTED NUMBER OF ATTENDEES 500



**Special Designated License  
Local Recommendation (Form 200)**  
Applications must be entered on the portal after local approval – no exceptions  
Late applications are non-refundable and will be rejected

**Downtown Norfolk Association**

Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)

PO Box 504 Norfolk, NE 68701

Retail Liquor License Address or Non-Profit Business Address

47-0639942

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): June 21 \_\_\_\_\_

Event Start Time(s): 5:30pm \_\_\_\_\_

Event End Time(s): 11:00pm \_\_\_\_\_

Alternate Date: June 28 \_\_\_\_\_

Alternate Location Building & Address: n/a \_\_\_\_\_

Event Building Name: River Point Square (Park) \_\_\_\_\_

Event Street Address/City: 307 W Norfolk Ave., Norfolk, NE 68701 \_\_\_\_\_

Indoor area to be licensed in length & width: \_\_\_ X \_\_\_

Outdoor area to be licensed in length & width: 120 X 120 (Diagram Form #109 must be attached)

Type of Event: Family Music Concert Series Estimate # of attendees: 500

Type of alcohol to be served: Beer  Wine  Distilled Spirits \_\_\_\_\_  
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Stephanie Bates Event Contact Phone Number: 402-750-5302

Event Contact Email: info@visitnorfolkne.com

\*Signature Authorized Representative:  Printed Name Stephanie Bates

*I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.*

\*Retail licensee – Must be signed by a member listed on permanent license

\*Non-Profit Organization – Must be signed by a Corporate Officer

**Local Governing Body completes below:**

The local governing body for the City/Village of \_\_\_\_\_ **OR** County of \_\_\_\_\_ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

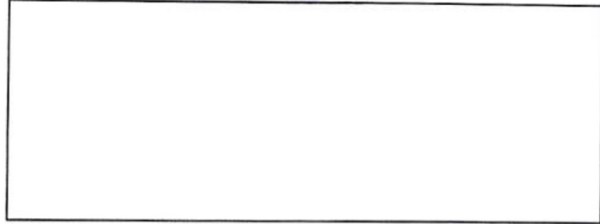
Local Governing Body Authorized Signature

Date



**APPLICATION FOR SPECIAL  
DESIGNATED LICENSE  
Non-Profit Applicants ONLY**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814



**This page is required to be completed by Non-Profit applicants only.**

**Application for Special Designated License  
Under Nebraska Liquor Control Act  
Affidavit of Non-Profit Status**

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

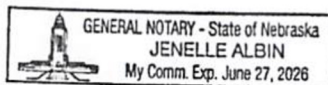
Downtown Norfolk Association  
NAME OF CORPORATION

47-0639942  
FEDERAL ID NUMBER

[Signature]  
SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT. IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 4 DAY OF March, 2024



[Signature]  
NOTARY PUBLIC SIGNATURE & SEAL

# OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED Blue Line Security Services, LLC

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:



Form 109  
Rev Nov 2016

REQUEST FOR EXEMPTION WAIVER OF DOUBLE FENCING RULE

RULES AND REGULATIONS CHAPTER 2 - 013 SPECIAL DESIGNATED LICENSES

<https://lcc.nebraska.gov/sites/lcc.nebraska.gov/files/doc/013%20SPECIAL%20DESIGNATED%20LICENSES%20RULES%20%26%20REGS.pdf>

WHY DOUBLE FENCING IS NOT AVAILABLE For festival attendee safety, land locked on all sides  
double fencing encroaches on roadway

TYPE OF FENCING TO BE USED Cattle fencing panels

HEIGHT OF FENCING TO BE USED 5 feet

HOW AREA WILL BE PATROLLED Blue Line Security

NUMBER OF SECURITY PERSONNEL 4

EXPECTED NUMBER OF ATTENDEES 500



**Special Designated License  
Local Recommendation (Form 200)**  
Applications must be entered on the portal after local approval – no exceptions  
Late applications are non-refundable and will be rejected

**Downtown Norfolk Association**

Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)

PO Box 504 Norfolk, NE 68701

Retail Liquor License Address or Non-Profit Business Address

47-0639942

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only  
Event Date(s): July 19 \_\_\_\_\_  
Event Start Time(s): 5:30pm \_\_\_\_\_  
Event End Time(s): 11:00pm \_\_\_\_\_

Alternate Date: July 26

Alternate Location Building & Address: n/a

Event Building Name: River Point Square (Park)

Event Street Address/City: 307 W Norfolk Ave., Norfolk, NE 68701

Indoor area to be licensed in length & width: \_\_\_\_\_ X \_\_\_\_\_

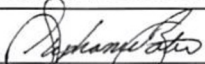
Outdoor area to be licensed in length & width: 120 X 120 (Diagram Form #109 must be attached)

Type of Event: Family Music Concert Series Estimate # of attendees: 500

Type of alcohol to be served: Beer  Wine  Distilled Spirits \_\_\_\_\_  
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Stephanie Bates Event Contact Phone Number: 402-750-5302

Event Contact Email: info@visitnorfolkne.com

\*Signature Authorized Representative:  Printed Name Stephanie Bates

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

\*Retail licensee – Must be signed by a member listed on permanent license  
\*Non-Profit Organization – Must be signed by a Corporate Officer

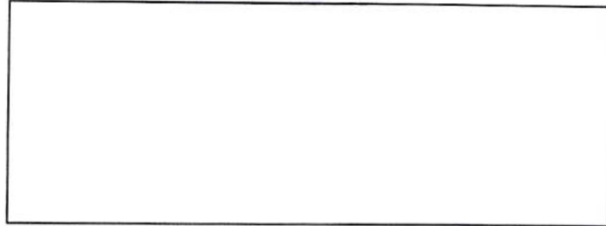
**Local Governing Body completes below:**

The local governing body for the City/Village of \_\_\_\_\_ **OR** County of \_\_\_\_\_ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

\_\_\_\_\_  
Local Governing Body Authorized Signature Date

**APPLICATION FOR SPECIAL  
DESIGNATED LICENSE  
Non-Profit Applicants ONLY**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814



**This page is required to be completed by Non-Profit applicants only.**

**Application for Special Designated License  
Under Nebraska Liquor Control Act  
Affidavit of Non-Profit Status**

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

Downtown Norfolk Association  
NAME OF CORPORATION  
47-0639942  
FEDERAL ID NUMBER  
[Signature]  
SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT. IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 4 DAY OF March, 2024.

GENERAL NOTARY - State of Nebraska  
JENELLE ALBIN  
My Comm. Exp. June 27, 2026

[Signature]  
NOTARY PUBLIC SIGNATURE & SEAL

# OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED Blue Line Security Services, LLC

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:



Form 109  
Rev Nov 2016

REQUEST FOR EXEMPTION WAIVER OF DOUBLE FENCING RULE

RULES AND REGULATIONS CHAPTER 2 - 013 SPECIAL DESIGNATED LICENSES

<https://lcc.nebraska.gov/sites/lcc.nebraska.gov/files/doc/013%20SPECIAL%20DESIGNATED%20LICENSES%20RULES%20%26%20REGS.pdf>

WHY DOUBLE FENCING IS NOT AVAILABLE For festival attendee safety, land locked on all sides  
double fencing encroaches on roadway

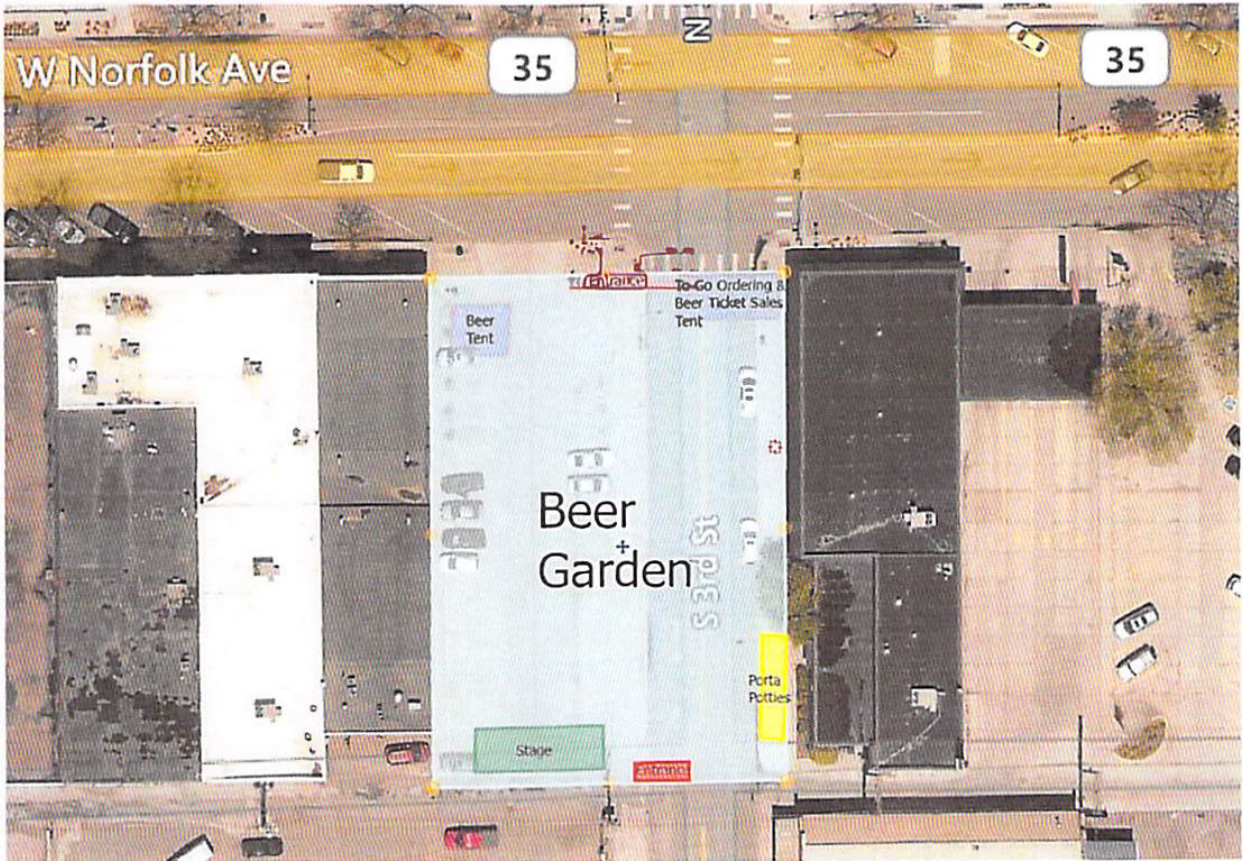
TYPE OF FENCING TO BE USED Cattle fencing panels

HEIGHT OF FENCING TO BE USED 5 feet

HOW AREA WILL BE PATROLLED Blue Line Security

NUMBER OF SECURITY PERSONNEL 4

EXPECTED NUMBER OF ATTENDEES 500



**Special Designated License  
Local Recommendation (Form 200)**  
Applications must be entered on the portal after local approval – no exceptions  
Late applications are non-refundable and will be rejected

**Downtown Norfolk Association**

Retail Liquor License Name or \*Non-Profit Organization (\***Must include Form #201 as Page 2**)

PO Box 504 Norfolk, NE 68701

Retail Liquor License Address or Non-Profit Business Address

47-0639942

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s):

Aug. 9

Event Start Time(s):

5:30pm

Event End Time(s):

11:00pm

Alternate Date: Aug. 16

Alternate Location Building & Address: n/a

Event Building Name: River Point Square (Park)

Event Street Address/City: 307 W Norfolk Ave., Norfolk, NE 68701

Indoor area to be licensed in length & width:      X     

Outdoor area to be licensed in length & width: 120 X 120 (Diagram Form #109 must be attached)

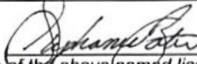
Type of Event: Family Music Concert Series Estimate # of attendees: 500

Type of alcohol to be served: Beer  Wine  Distilled Spirits

(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Stephanie Bates Event Contact Phone Number: 402-750-5302

Event Contact Email: info@visitnorfolkne.com

\*Signature Authorized Representative:  Printed Name Stephanie Bates

*I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.*

\*Retail licensee – Must be signed by a member listed on permanent license

\*Non-Profit Organization – Must be signed by a Corporate Officer

**Local Governing Body completes below:**

The local governing body for the City/Village of \_\_\_\_\_ **OR** County of \_\_\_\_\_ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

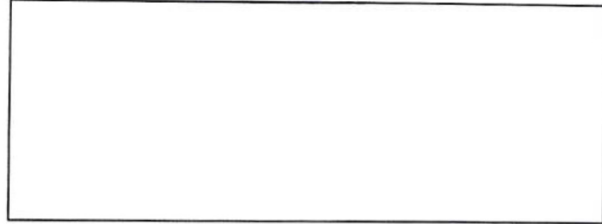
\_\_\_\_\_  
Local Governing Body Authorized Signature

\_\_\_\_\_  
Date



**APPLICATION FOR SPECIAL  
DESIGNATED LICENSE  
Non-Profit Applicants ONLY**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814



**This page is required to be completed by Non-Profit applicants only.**

**Application for Special Designated License  
Under Nebraska Liquor Control Act  
Affidavit of Non-Profit Status**

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

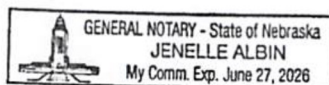
Downtown Norfolk Association  
NAME OF CORPORATION

47-0639942  
FEDERAL ID NUMBER

[Signature]  
SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT. IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 4 DAY OF March, 2024.



[Signature]  
NOTARY PUBLIC SIGNATURE & SEAL

FORM 201  
REV NOV 2016

# OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED Blue Line Security Services, LLC

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:



Form 109  
Rev Nov 2016

REQUEST FOR EXEMPTION WAIVER OF DOUBLE FENCING RULE

RULES AND REGULATIONS CHAPTER 2 - 013 SPECIAL DESIGNATED LICENSES

<https://lcc.nebraska.gov/sites/lcc.nebraska.gov/files/doc/013%20SPECIAL%20DESIGNATED%20LICENSES%20RULES%20%26%20REGS.pdf>

WHY DOUBLE FENCING IS NOT AVAILABLE For festival attendee safety, land locked on all sides  
double fencing encroaches on roadway

TYPE OF FENCING TO BE USED Cattle fencing panels

HEIGHT OF FENCING TO BE USED 5 feet

HOW AREA WILL BE PATROLLED Blue Line Security

NUMBER OF SECURITY PERSONNEL 4

EXPECTED NUMBER OF ATTENDEES 500



**Special Designated License  
Local Recommendation (Form 200)**  
Applications must be entered on the portal after local approval – no exceptions  
Late applications are non-refundable and will be rejected

**Downtown Norfolk Association**

Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)

**PO Box 504 Norfolk, NE 68701**

Retail Liquor License Address or Non-Profit Business Address

**47-0639942**

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only  
Event Date(s): **June 7** \_\_\_\_\_

Event Start Time(s): **5:30pm** \_\_\_\_\_

Event End Time(s): **11:00pm** \_\_\_\_\_

Alternate Date: **June 14** \_\_\_\_\_

Alternate Location Building & Address: **n/a** \_\_\_\_\_

Event Building Name: **River Point Square (Park)** \_\_\_\_\_

Event Street Address/City: **307 W Norfolk Ave., Norfolk, NE 68701** \_\_\_\_\_

Indoor area to be licensed in length & width: \_\_\_\_\_ X \_\_\_\_\_

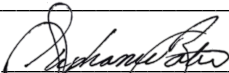
Outdoor area to be licensed in length & width: **120** X **120** (Diagram Form #109 must be attached)

Type of Event: **Family Music Concert Series** Estimate # of attendees: **500**

Type of alcohol to be served: Beer  Wine  Distilled Spirits \_\_\_\_\_  
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: **Stephanie Bates** Event Contact Phone Number: **402-750-5302**

Event Contact Email: **info@visitnorfolkne.com**

\*Signature Authorized Representative:  Printed Name **Stephanie Bates**

*I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.*

\*Retail licensee – Must be signed by a member listed on permanent license  
\*Non-Profit Organization – Must be signed by a Corporate Officer

**Local Governing Body completes below:**

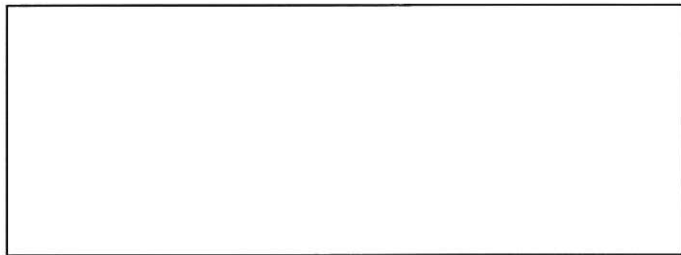
The local governing body for the City/Village of \_\_\_\_\_ **OR** County of \_\_\_\_\_ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

Date

**APPLICATION FOR SPECIAL DESIGNATED LICENSE  
Non-Profit Applicants ONLY**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814



**This page is required to be completed by Non-Profit applicants only.**

**Application for Special Designated License  
Under Nebraska Liquor Control Act  
Affidavit of Non-Profit Status**

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

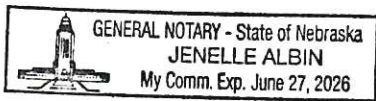
Downtown Norfolk Association  
NAME OF CORPORATION

47-0639942  
FEDERAL ID NUMBER

[Signature]  
SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT: IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 4 DAY OF March, 2024.



[Signature]  
NOTARY PUBLIC SIGNATURE & SEAL

# OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED Blue Line Security Services, LLC

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:



REQUEST FOR EXEMPTION WAIVER OF DOUBLE FENCING RULE

**RULES AND REGULATIONS CHAPTER 2 - 013 SPECIAL DESIGNATED LICENSES**

<https://lcc.nebraska.gov/sites/lcc.nebraska.gov/files/doc/013%20SPECIAL%20DESIGNATED%20LICENSES%20RULES%20%26%20REGS.pdf>

WHY DOUBLE FENCING IS NOT AVAILABLE For festival attendee safety, land locked on all sides  
double fencing encroaches on roadway

TYPE OF FENCING TO BE USED Cattle fencing panels

HEIGHT OF FENCING TO BE USED 5 feet

HOW AREA WILL BE PATROLLED Blue Line Security

NUMBER OF SECURITY PERSONNEL 4

EXPECTED NUMBER OF ATTENDEES 500



**Special Designated License  
Local Recommendation (Form 200)**  
Applications must be entered on the portal after local approval – no exceptions  
Late applications are non-refundable and will be rejected

**Downtown Norfolk Association**

Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)

**PO Box 504 Norfolk, NE 68701**

Retail Liquor License Address or Non-Profit Business Address

**47-0639942**

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only  
Event Date(s): June 21 \_\_\_\_\_

Event Start Time(s): 5:30pm \_\_\_\_\_

Event End Time(s): 11:00pm \_\_\_\_\_

Alternate Date: June 28

Alternate Location Building & Address: n/a

Event Building Name: River Point Square (Park)

Event Street Address/City: 307 W Norfolk Ave., Norfolk, NE 68701

Indoor area to be licensed in length & width: \_\_\_\_\_ X \_\_\_\_\_

Outdoor area to be licensed in length & width: 120 X 120 (Diagram Form #109 must be attached)

Type of Event: Family Music Concert Series Estimate # of attendees: 500

Type of alcohol to be served: Beer  Wine  Distilled Spirits \_\_\_\_\_  
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Stephanie Bates Event Contact Phone Number: 402-750-5302

Event Contact Email: info@visitnorfolkne.com

\*Signature Authorized Representative:  Printed Name Stephanie Bates

*I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.*

\*Retail licensee – Must be signed by a member listed on permanent license  
\*Non-Profit Organization – Must be signed by a Corporate Officer

**Local Governing Body completes below:**

The local governing body for the City/Village of \_\_\_\_\_ **OR** County of \_\_\_\_\_ approves  
the issuance of a Special Designated License as requested above. (Only one should be written above)

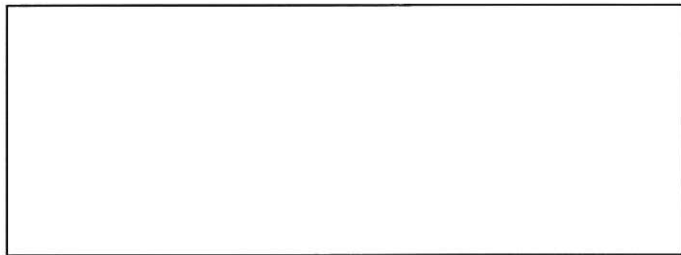
Local Governing Body Authorized Signature

Date



**APPLICATION FOR SPECIAL DESIGNATED LICENSE  
Non-Profit Applicants ONLY**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814



**This page is required to be completed by Non-Profit applicants only.**

**Application for Special Designated License  
Under Nebraska Liquor Control Act  
Affidavit of Non-Profit Status**

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

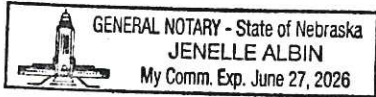
Downtown Norfolk Association  
NAME OF CORPORATION

47-0639942  
FEDERAL ID NUMBER

[Signature]  
SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT: IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 4 DAY OF March, 2024.



[Signature]  
NOTARY PUBLIC SIGNATURE & SEAL

# OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED Blue Line Security Services, LLC

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:



# REQUEST FOR EXEMPTION WAIVER OF DOUBLE FENCING RULE

## RULES AND REGULATIONS CHAPTER 2 - 013 SPECIAL DESIGNATED LICENSES

<https://lcc.nebraska.gov/sites/lcc.nebraska.gov/files/doc/013%20SPECIAL%20DESIGNATED%20LICENSES%20RULES%20%26%20REGS.pdf>

WHY DOUBLE FENCING IS NOT AVAILABLE For festival attendee safety, land locked on all sides  
double fencing encroaches on roadway

TYPE OF FENCING TO BE USED Cattle fencing panels

HEIGHT OF FENCING TO BE USED 5 feet

HOW AREA WILL BE PATROLLED Blue Line Security

NUMBER OF SECURITY PERSONNEL 4

EXPECTED NUMBER OF ATTENDEES 500



**Special Designated License  
Local Recommendation (Form 200)**  
Applications must be entered on the portal after local approval – no exceptions  
Late applications are non-refundable and will be rejected

**Downtown Norfolk Association**

Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)

**PO Box 504 Norfolk, NE 68701**

Retail Liquor License Address or Non-Profit Business Address

**47-0639942**

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only Event Date(s): **July 19** \_\_\_\_\_

Event Start Time(s): **5:30pm** \_\_\_\_\_

Event End Time(s): **11:00pm** \_\_\_\_\_

Alternate Date: **July 26** \_\_\_\_\_

Alternate Location Building & Address: **n/a** \_\_\_\_\_

Event Building Name: **River Point Square (Park)** \_\_\_\_\_

Event Street Address/City: **307 W Norfolk Ave., Norfolk, NE 68701** \_\_\_\_\_

Indoor area to be licensed in length & width: \_\_\_\_\_ X \_\_\_\_\_

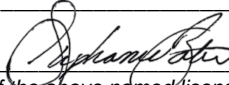
Outdoor area to be licensed in length & width: **120** X **120** (Diagram Form #109 must be attached)

Type of Event: **Family Music Concert Series** Estimate # of attendees: **500**

Type of alcohol to be served: Beer  Wine  Distilled Spirits \_\_\_\_\_  
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: **Stephanie Bates** Event Contact Phone Number: **402-750-5302**

Event Contact Email: **info@visitnorfolkne.com**

\*Signature Authorized Representative:  Printed Name **Stephanie Bates**

*I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.*

\*Retail licensee – Must be signed by a member listed on permanent license  
\*Non-Profit Organization – Must be signed by a Corporate Officer

**Local Governing Body completes below:**

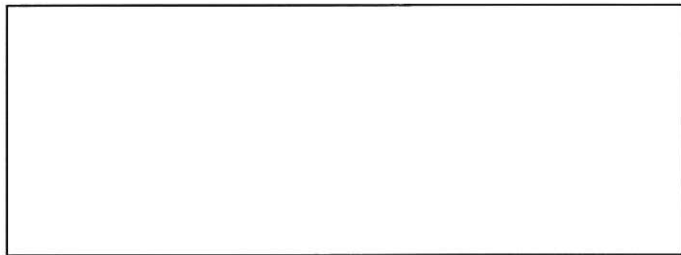
The local governing body for the City/Village of \_\_\_\_\_ **OR** County of \_\_\_\_\_ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

Date

**APPLICATION FOR SPECIAL DESIGNATED LICENSE  
Non-Profit Applicants ONLY**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814



**This page is required to be completed by Non-Profit applicants only.**

**Application for Special Designated License  
Under Nebraska Liquor Control Act  
Affidavit of Non-Profit Status**

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

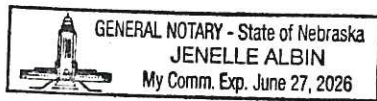
Downtown Norfolk Association  
NAME OF CORPORATION

47-0639942  
FEDERAL ID NUMBER

[Signature]  
SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT: IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 4 DAY OF March, 2024.



[Signature]  
NOTARY PUBLIC SIGNATURE & SEAL

# OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED Blue Line Security Services, LLC

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:



REQUEST FOR EXEMPTION WAIVER OF DOUBLE FENCING RULE

**RULES AND REGULATIONS CHAPTER 2 - 013 SPECIAL DESIGNATED LICENSES**

<https://lcc.nebraska.gov/sites/lcc.nebraska.gov/files/doc/013%20SPECIAL%20DESIGNATED%20LICENSES%20RULES%20%26%20REGS.pdf>

WHY DOUBLE FENCING IS NOT AVAILABLE For festival attendee safety, land locked on all sides  
double fencing encroaches on roadway

TYPE OF FENCING TO BE USED Cattle fencing panels

HEIGHT OF FENCING TO BE USED 5 feet

HOW AREA WILL BE PATROLLED Blue Line Security

NUMBER OF SECURITY PERSONNEL 4

EXPECTED NUMBER OF ATTENDEES 500



**Special Designated License  
Local Recommendation (Form 200)**  
Applications must be entered on the portal after local approval – no exceptions  
Late applications are non-refundable and will be rejected

**Downtown Norfolk Association**

Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)

**PO Box 504 Norfolk, NE 68701**

Retail Liquor License Address or Non-Profit Business Address

**47-0639942**

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only  
Event Date(s): **Aug. 9** \_\_\_\_\_

Event Start Time(s): **5:30pm** \_\_\_\_\_

Event End Time(s): **11:00pm** \_\_\_\_\_

Alternate Date: **Aug. 16** \_\_\_\_\_

Alternate Location Building & Address: **n/a** \_\_\_\_\_

Event Building Name: **River Point Square (Park)** \_\_\_\_\_

Event Street Address/City: **307 W Norfolk Ave., Norfolk, NE 68701** \_\_\_\_\_

Indoor area to be licensed in length & width: \_\_\_\_\_  \_\_\_\_\_

Outdoor area to be licensed in length & width: **120** x **120** (Diagram Form #109 must be attached)

Type of Event: **Family Music Concert Series** Estimate # of attendees: **500**

Type of alcohol to be served: Beer  Wine  Distilled Spirits \_\_\_\_\_  
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: **Stephanie Bates** Event Contact Phone Number: **402-750-5302**

Event Contact Email: **info@visitnorfolkne.com**

\*Signature Authorized Representative:  Printed Name **Stephanie Bates**

*I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.*

\*Retail licensee – Must be signed by a member listed on permanent license  
\*Non-Profit Organization – Must be signed by a Corporate Officer

**Local Governing Body completes below:**

The local governing body for the City/Village of \_\_\_\_\_ **OR** County of \_\_\_\_\_ approves  
the issuance of a Special Designated License as requested above. (Only one should be written above)

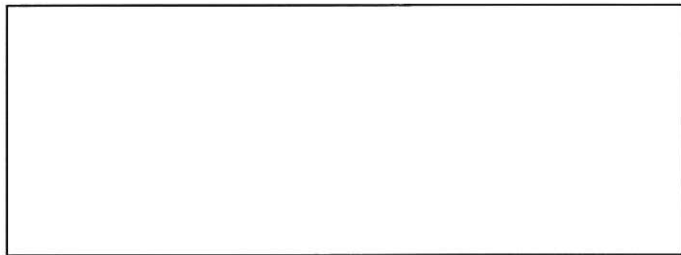
Local Governing Body Authorized Signature

Date



**APPLICATION FOR SPECIAL DESIGNATED LICENSE  
Non-Profit Applicants ONLY**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814



**This page is required to be completed by Non-Profit applicants only.**

**Application for Special Designated License  
Under Nebraska Liquor Control Act  
Affidavit of Non-Profit Status**

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

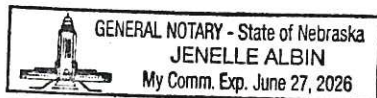
Downtown Norfolk Association  
NAME OF CORPORATION

47-0639942  
FEDERAL ID NUMBER

[Signature]  
SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT: IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 4 DAY OF March, 2024.



[Signature]  
NOTARY PUBLIC SIGNATURE & SEAL

# OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED Blue Line Security Services, LLC

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:



# REQUEST FOR EXEMPTION WAIVER OF DOUBLE FENCING RULE

## RULES AND REGULATIONS CHAPTER 2 - 013 SPECIAL DESIGNATED LICENSES

<https://lcc.nebraska.gov/sites/lcc.nebraska.gov/files/doc/013%20SPECIAL%20DESIGNATED%20LICENSES%20RULES%20%26%20REGS.pdf>

WHY DOUBLE FENCING IS NOT AVAILABLE For festival attendee safety, land locked on all sides  
double fencing encroaches on roadway

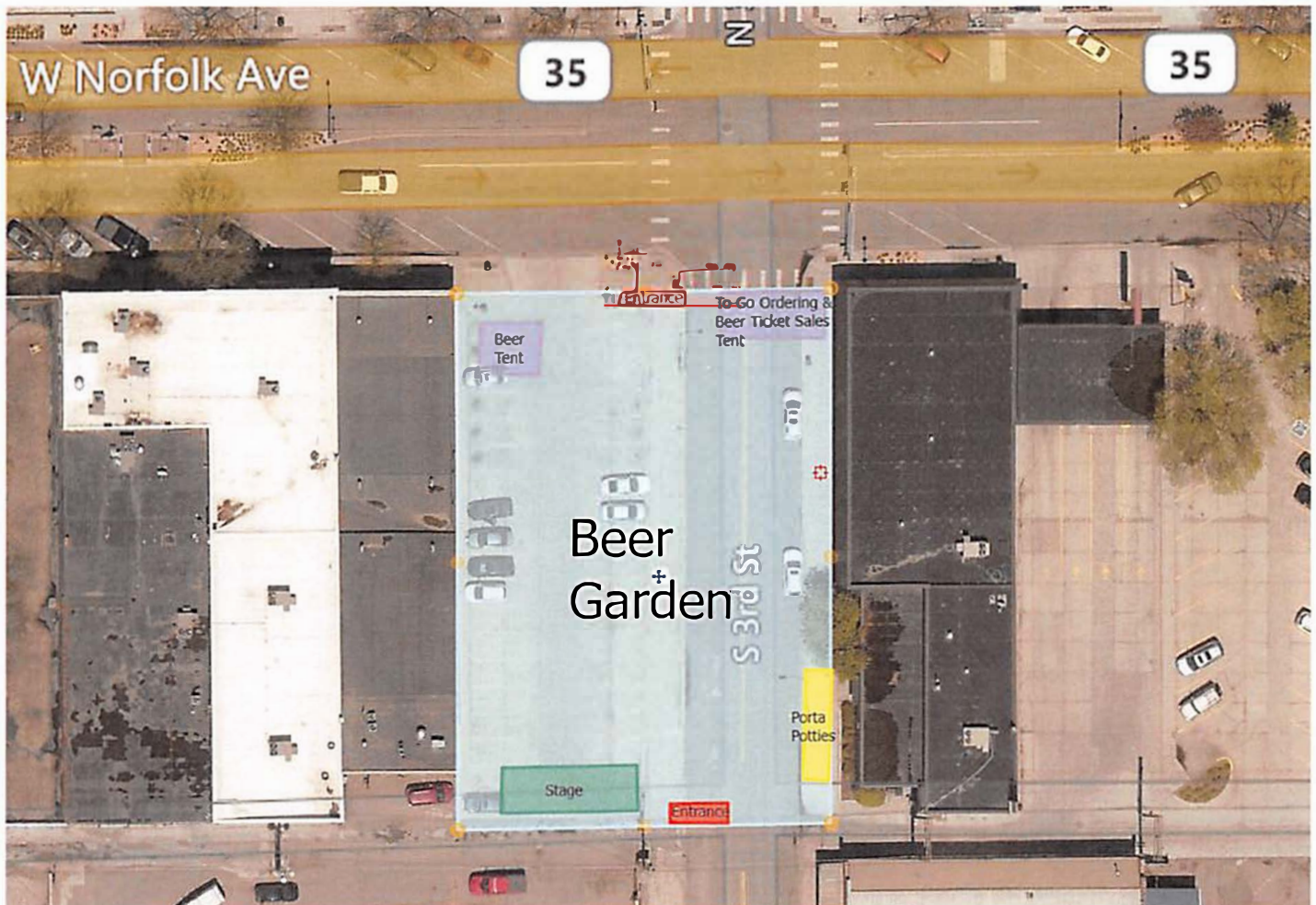
TYPE OF FENCING TO BE USED Cattle fencing panels

HEIGHT OF FENCING TO BE USED 5 feet

HOW AREA WILL BE PATROLLED Blue Line Security

NUMBER OF SECURITY PERSONNEL 4

EXPECTED NUMBER OF ATTENDEES 500



**Special Designated License  
Local Recommendation (Form 200)**  
Applications must be entered on the portal after local approval – no exceptions  
Late applications are non-refundable and will be rejected

**Downtown Norfolk Association**

Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)

**PO Box 504 Norfolk NE 68702**

Retail Liquor License Address or Non-Profit Business Address

**47-0639942**

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only  
Event Date(s): **May 3** \_\_\_\_\_

Event Start Time(s): **4pm** \_\_\_\_\_

Event End Time(s): **11pm** \_\_\_\_\_

Alternate Date: **May 5** \_\_\_\_\_

Alternate Location Building & Address: \_\_\_\_\_

Event Building Name: **River Point Square (Park)**

Event Street Address/City: **307 W Norfolk Ave Norfolk NE 68701**

Indoor area to be licensed in length & width: \_\_\_\_\_ X \_\_\_\_\_

Outdoor area to be licensed in length & width: **120** X **120** (Diagram Form #109 must be attached)

Type of Event: **Family Music Concert Series** Estimate # of attendees: **500**

Type of alcohol to be served: Beer  Wine  Distilled Spirits \_\_\_\_\_  
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: **Stephanie Bates** Event Contact Phone Number: **402-750-5302**

Event Contact Email: **info@visitnorfolkne.com**

\*Signature Authorized Representative:  Printed Name **Stephanie Bates**

*I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.*

\*Retail licensee – Must be signed by a member listed on permanent license  
\*Non-Profit Organization – Must be signed by a Corporate Officer

**Local Governing Body completes below:**

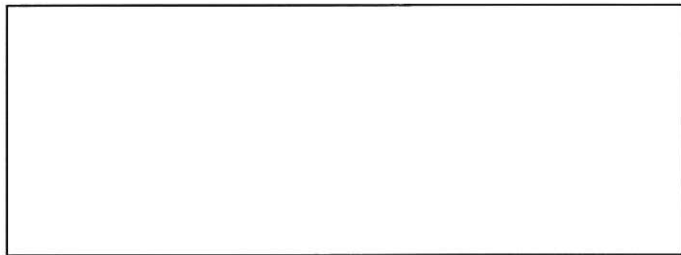
The local governing body for the City/Village of \_\_\_\_\_ **OR** County of \_\_\_\_\_ approves  
the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

Date

**APPLICATION FOR SPECIAL DESIGNATED LICENSE  
Non-Profit Applicants ONLY**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814



**This page is required to be completed by Non-Profit applicants only.**

**Application for Special Designated License  
Under Nebraska Liquor Control Act  
Affidavit of Non-Profit Status**

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

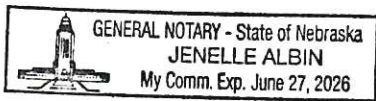
Downtown Norfolk Association  
NAME OF CORPORATION

47-0639942  
FEDERAL ID NUMBER

[Signature]  
SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT: IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 4 DAY OF March, 2024.



[Signature]  
NOTARY PUBLIC SIGNATURE & SEAL

# OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED Blue Line Security Services, LLC

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:



REQUEST FOR EXEMPTION WAIVER OF DOUBLE FENCING RULE

**RULES AND REGULATIONS CHAPTER 2 - 013 SPECIAL DESIGNATED LICENSES**

<https://lcc.nebraska.gov/sites/lcc.nebraska.gov/files/doc/013%20SPECIAL%20DESIGNATED%20LICENSES%20RULES%20%26%20REGS.pdf>

WHY DOUBLE FENCING IS NOT AVAILABLE For festival attendee safety, land locked on all sides  
double fencing encroaches on roadway

TYPE OF FENCING TO BE USED Cattle fencing panels

HEIGHT OF FENCING TO BE USED 5 feet

HOW AREA WILL BE PATROLLED Blue Line Security

NUMBER OF SECURITY PERSONNEL 4

EXPECTED NUMBER OF ATTENDEES 500



NEBRASKA LIQUOR CONTROL COMMISSION  
PHONE: (402) 471-2571  
Website: www.kc.nebraska.gov

**Special Designated License  
Local Recommendation (Form 200)**  
Applications must be entered on the portal after local approval - no exceptions  
Late applications are non-refundable and will be rejected.

Jim's Fine Wine & More  
Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)

2001 Market Lane Norfolk NE 68701  
Retail Liquor License Address or Non-Profit Business Address  
078415

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only  
Event Date(s): 4/27/24 \_\_\_\_\_  
Event Start Time(s): 12:00 p.m. \_\_\_\_\_  
Event End Time(s): 4:00 p.m. \_\_\_\_\_

Alternate Date: \_\_\_\_\_

Alternate Location Building & Address: \_\_\_\_\_

Event Building Name: Fashion 360

Event Street Address/City: 401 W. Omaha Ave Norfolk NE 68701

Indoor area to be licensed in length & width: 30 x 60

Outdoor area to be licensed in length & width: \_\_\_\_\_ X \_\_\_\_\_ (Diagram Form #109 must be attached)

Type of Event: Wine Tasting Estimate # of attendees: 40

Type of alcohol to be served: Beer \_\_\_\_\_ Wine X Distilled Spirits X  
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Jim Rutter Contact Phone Number: 402-371-7180

Event Contact Email: jim@jimsfinewine.com

\*Signature Authorized Representative: Jim Rutter Printed Name: Jim Rutter  
I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that this license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

- \*Retail license - Must be signed by a member listed on permanent license
- \*Non-Profit Organization - Must be signed by a Corporate Officer

Local Governing Body completes below:

The local governing body for the City/Village of \_\_\_\_\_ OR County of \_\_\_\_\_ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

\_\_\_\_\_  
Local Governing Body Authorized Signature Date



Special Designated License  
Local Recommendation (Form 200)

Applications must be entered on the portal after local approval - no exceptions  
Late applications are non-refundable and will be rejected

Uncle Jarrol's Pub-B-Que

Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)

2610 W. Norfolk Ave Norfolk NE 68701

Retail Liquor License Address or Non-Profit Business Address

CK-116916

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): May 4, 2024

Event Start Time(s): 10 A.M.

Event End Time(s): 8 P.M.

Alternate Date: \_\_\_\_\_

Alternate Location Building & Address: \_\_\_\_\_

Event Building Name: Elworth Motor Co

Event Street Address/City: 2311 Riverside Blvd. Norfolk NE

Indoor area to be licensed in length & width:     X    

Outdoor area to be licensed in length & width: 50' X 110' (Diagram Form #109 must be attached)

Type of Event: Motorcycle Show Estimate # of attendees: 100

Type of alcohol to be served: Beer  Wine  Distilled Spirits   
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Jared Rodgers Event Contact Phone Number: 402-750-9900

Event Contact Email: jrod7rodgers@gmail.com

\*Signature Authorized Representative: [Signature] Printed Name Jared Rodgers

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

\*Retail licensee - Must be signed by a member listed on permanent license  
\*Non-Profit Organization - Must be signed by a Corporate Officer

Local Governing Body completes below:

The local governing body for the City/Village of \_\_\_\_\_ OR County of \_\_\_\_\_ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

Date



# eVOQUA

WATER TECHNOLOGIES

February 23, 2024

Chad Roberts  
City of Norfolk  
300 South 49<sup>th</sup> Street  
Norfolk, NE 68701  
Ph: (402) 844-2210  
Email: [croberts@norfolkne.gov](mailto:croberts@norfolkne.gov)

**RE: EVSS ACID WASH & REPAIRS  
CITY OF NORFOLK, NE – WEST WTP  
Evoqua Quote No. 2024-00644630 AM VP**

Dear Mr. Roberts:

Thank you for your interest in Evoqua Water Technologies LLC. We would like to offer you the following proposal to perform an acid wash and provide repairs on the Emergency Vapor Scrubber System (EVSS) at the West Water Treatment Plant.

## **EVOQUA SCOPE OF SERVICE:**

Evoqua Water Technologies shall perform the following on the EVSS system:

- Drain caustic solution into the Norfolk collection system
- Acid wash EVSS with twenty (16) drums of HCl (20 Baume) for spent caustic solids removal
  - Acid drums to be supplied by Evoqua
- Acid brine and rinse solution to be drained into Norfolk collection system
- Replace the pressure gauge/guard
- Replace fan belts
- Inspect system
  - Vessel internals
  - Nozzles
  - Recirc pumps
  - Fan
- Refill EVSS scrubber with 20% Membrane Grade Caustic (~2,100 gals)
  - Caustic to be supplied by Evoqua
  - Anti-foaming agent to be supplied by Evoqua
- Replacement of top lid gasket
- Lubrication of all fittings
- Restart system
- Test emergency response of system to simulated chlorine leak
- Report of findings including list of any items that need repair/replacement

## **NOTES**

Any materials or labor needed to repair issues discovered during the follow-up inspection will be quoted in a separate proposal and performed during a subsequent trip.

Additional costs may be incurred if recirculation pumps are not operating correctly, or if scrubber media is not free flowing upon arrival of Evoqua Technicians.

**PRICING**

Evoqua will provide the above referenced materials and services for a total price of **\$41,717.00**

**SCHEDULE**

Evoqua will coordinate a schedule with City of Norfolk after receipt of order and confirmation of availability of all parts and materials required to complete the services proposed.

**CITY OF NORFOLK SCOPE OF SERVICE:**

- Confirmation that disposing of the caustic solution and acid brine/rinse into the Norfolk collection system is acceptable. Chemical neutralization or off-site disposal of chemicals is not included in Evoqua's scope of supply for this project.
- Provision of equipment to offload and store/contain acid drums.
- Assist with acid drum movement/positioning during acid wash.

**NOTES**

If the City of Norfolk is unable to provide the means for offloading, storing, and re-positioning the acid drums, additional costs will apply and will be considered an adder to this order.

*Terms of Payment are NET 30 days from date of invoice.*

*This price does not include any applicable taxes.*

*Due to current volatility in the market, pricing associated with this quote will remain firm for a period of forty-five (45) days. If we are not in receipt of an order by the end of this firm price period, we reserve the right to modify the prices quoted.*

The attached Terms and Conditions are considered part of this proposal and shall prevail.

Thank you for considering Evoqua Water Technologies for your emergency vapor scrubber needs. If you have any questions or need additional information, please feel free to contact me at any time.

Sincerely,

*Alex Rodriguez*

Alex Rodriguez  
Technical Sales Representative  
Cell Phone: (941) 376-9226  
Email: [alexander.rodriquez@xylem.com](mailto:alexander.rodriquez@xylem.com)

**CITY OF NORFOLK - PARKS & RECREATION**

**RFP - AquaVenture Water Park Slides**

**DUE: Tuesday, 3/05/2024 - 2:00 p.m.**

<b>VENDOR</b>	<b>CHECK</b>	<b>CC</b>	<b>DIGITAL COPY</b>
Dale Cooper LLC dba Safe Slide Restoration	\$ 63,350.00	N/A	X
Amusement Restoration Companies	\$ 82,948.00	N/A	X
Waterpark Specialties, Inc.	\$ 97,984.00	N/A	X

# Safe Slide Restoration

“Restoring confidence in your slide.”®

Dale Cooper LLC DBA Safe Slide Restoration

P.O. Box 102, Farmington, MO 63640

O: 855-639-7543 / C: 989-954-6235, 573-225-4765

[www.safeslides.com](http://www.safeslides.com)

March 11, 2024

**AquaVenture Waterpark** / Attn: Nathan Powell

715 S 1<sup>st</sup> St, Norfolk, NE 68701

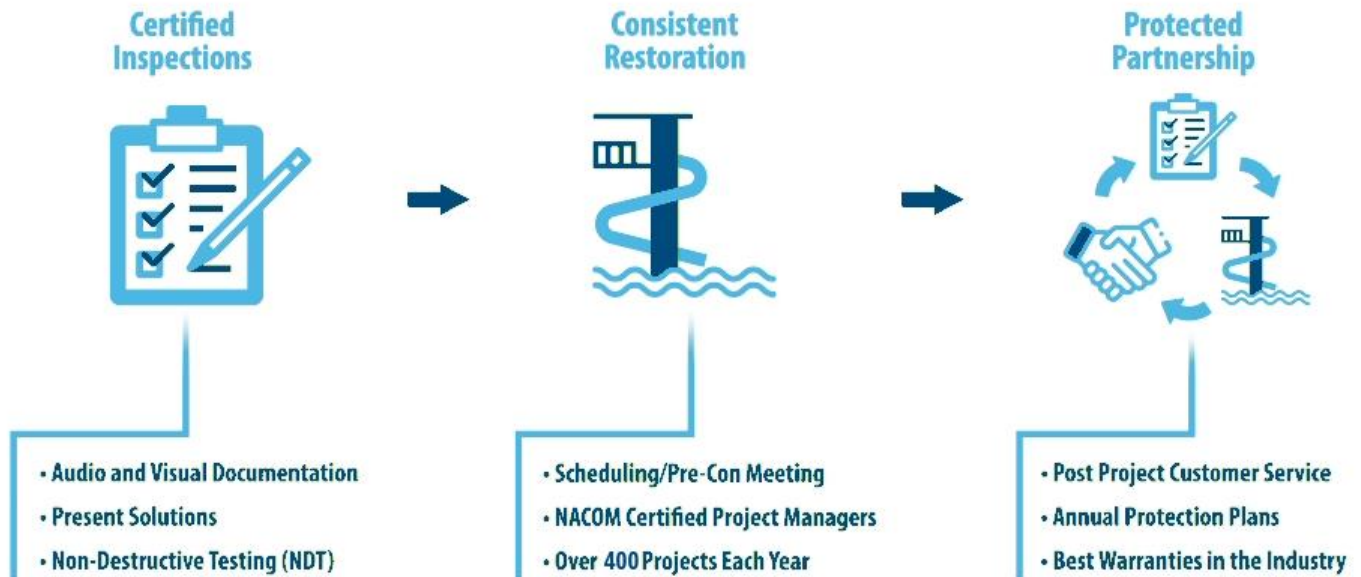
402-844-2184 / NPowell@norfolkne.gov

Hello Nathan

The following is a contract for the restoration of your water slides. This contract is based on the information that was sent to Safe Slide Restoration. Our company is certified in fiberglass composites by the American Composite Manufacturer’s Association (ACMA). We have over **30-years** of experience working with fiberglass and gel coat

## We Have The Industry’s Best Warranties

- There is a **5 – year warranty** on paint for adhesion – Fiberglass (with yearly protection plan)
- There is a **5 - year warranty** on structural fiberglass repair not to delaminate.
- There is a **5 – year warranty** on gel coat and paint (with yearly protection plan)



## Guarantees

- All Project Managers are ACMA Certified
- Gel Coat Thickness Meets OEM Standards
- Meeting Deadlines
- Responsive

**Slide Description:**

**Closed Flume Body Slide – Alternating Red & Yellow**  
**Closed to Open Flume Tube Slide – Blue & Yellow**



**Work Description:**

**Common Fiberglass Repairs:**

- Repair all common fiberglass repairs in ride path (i.e. a chip or gouge with a sharp edge)\*
- All repairs will be done with vinyl-ester resin
- Recaulk seams as needed (recaulking is not a guarantee to stop leaking seams) \*\*
- Seams will be sealed with premium caulk

**Polish and Wax - Interior:**

- Clean interior
- Polish start tub, closed flume ride path and all open flume sections
- Wax interior

**Paint - Exterior:**

- Wash exterior of slide with internally formulated cleaner
- Prime-coat bare areas as needed
- Paint exterior with Poly - Siloxane Paint
- Paint RAL color: \_\_\_\_\_

**Project Amount:** ..... \$63,350.00

*\*\*Pricing includes the cost of man lifts\*\**

**\*\*Project will be completed within 60 days of signed contract per RFP requirements\*\***

**E-Verify Paragraphs Include in all contracts: Dale Cooper LLC dba Safe Slide Restoration is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, 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 Title VI Non-Discrimination Program of the City of Norfolk, Dale Cooper LLC dba Safe Slide Restoration agrees to comply with the provisions set forth in Appendix A to CITY’s Title VI Non-discrimination Program, if applicable. A copy of said provisions are attached below. Any reference to “contractor” in Attachment below shall mean “Dale Cooper LLC dba Safe Slide Restoration” for purposes of this Agreement.**

**Title VI Non-Discrimination Program Non-Discrimination Provisions** During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows: (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to non-discrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract. (2) **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations. (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap. (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the (Recipient) or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the (Recipient), or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information. (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the (Recipient) shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or (b.) cancellation, termination or suspension of the contract, in whole or in part. (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the (Recipient) or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the (Recipient) to enter into such litigation to protect the interests of the (Recipient), and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States

**Note: This Proposal/Contract expires in 30 days from the date on the first page of this document.**

**\*Fiberglass repair is defined as any damage that is an obvious threat to the guests, (i.e. a chip or scrape with a sharp edge). This is not to be confused with cosmetic repair, (i.e. a spider crack with no flaking or raised edge).**

If there are any chip repairs and gel coat is required; we are certified in field color-matching for gel coat. This is not to be confused with manufacturer's exact color matching. If there are any previous coatings; Safe Slide Restoration does not warranty any substrates previously coated after the manufacture's original coating, or any previous repairs. We do not cover any defects made by the manufacturer(s), as determined by our staff. If a warranty is necessary, Safe Slide Restoration covers cost of materials, labor & accommodations. The cost of a lift, scaffolding, or any equipment rentals for warranty work is the responsibility of the customer. There will be an additional charge for failed coatings. Recaulking seams does not apply if the seams are fibreglassed over. If we are repairing leaking seams the customer is responsible for identifying the leaking seams. The cost of a lift is not included in the above pricing. If a lift is needed, we are not responsible for any broken concrete. Sometimes slides require a second coat of paint to achieve the desired finish. If a second coat of paint is required there will be an additional charge of 50 % of the original paint price. The pricing does not include the cost of state taxes or licenses, if required.

Safe Slide Restoration reserves the right to have adequate access to the project area to complete the project as efficiently as Safe Slide Restoration deems possible. This may require, but not limited to: working 12 hours a day / seven days a week. The park is responsible to provide an adequate water source and electric power for the duration of the job.

50% - due before project starts  
50% - due upon completion

Note: These payment terms may be negotiable, please connect with your Customer Representative if you need alternative options for your budget/needs.

After 30 days, an additional 5% will be added to the unpaid amount, and every 30 days thereafter that the payment is late. The park is responsible for any legal fees necessary to collect payment.

Signatures:

AquaVenture Waterpark: \_\_\_\_\_ Date: \_\_\_\_\_

Print: \_\_\_\_\_

Safe Slide Restoration: \_\_\_\_\_ Date: \_\_\_\_\_

Print: \_\_\_\_\_



**Information Request:**

**Business Name:** \_\_\_\_\_

**Park Name:** \_\_\_\_\_

**Billing Address:** \_\_\_\_\_

**Physical/Shipping Address:** \_\_\_\_\_

**Billing Contact:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Main Contact:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Secondary Contact:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

We at Safe Slide Restoration are committed to quality and customer satisfaction. We are an international company that provides services to the largest water parks and cruise lines in the world. We look forward to putting our expertise to work for you. Please [visit our online store](#) to purchase any products you may need for maintenance, and feel free to call my cell at 317-437-2217 or our office at 855-639-7543 if you have any questions or comments.

Thank you for your consideration, we appreciate your time!

Sincerely,  
Dalton King  
Regional Customer Representative  
[dalton@safeslides.com](mailto:dalton@safeslides.com)



**Safe Slide**  
**NACOM**

NACOM is a unique Safe Slide training program that combines multiple certifications into one score to identify the overall expertise of an individual or team.



## Terms & Conditions

**\*Fiberglass repair is defined as any damage that is an obvious threat to the guests, (i.e. a chip or gouge with a sharp edge). This is not to be confused with cosmetic repair, (i.e. a spider crack with no flaking or raised edge). This does not include any major repairs that require fiberglass cloth and resin lamination.**

**\*\* Because of the restrictions of our caulk being able to adhere to joints without the proper amount of surface area, we require that the seams are 3/16" wide to caulk them (If seams are too tight, the caulk will not adhere properly).**

### **Customer Expectations**

Safe Slide Restoration reserves the right to have adequate access to the project area in order to complete the project as efficiently as Safe Slide Restoration deems necessary. This may require, but is not limited to: working 12 hours per day and seven days per week. The facility is responsible for providing access to an adequate water source (5 gallons per minute), electrical power (multiple circuits will be needed), and restroom facilities for the duration of the job. In the event that the project involves any chip repairs or gel coat application, Safe Slide's technicians are capable of in-field color matching the existing Gel Coat. (This is not to be confused with the manufacturer's exact color matching). Our customers have the right to request a draw down, but requests must be made 45 days before the Safe Slide crew arrives on-site. Recaulking seams does not apply if the seam has been previously permanently fiberglassed. We strive towards the very best finish that can be achieved; however, some pinholes may be present. This Agreement shall be construed and governed by the laws of the State of Nebraska. The parties agree that in the event any action is brought to enforce any terms of this Agreement or for damages for breach of the Agreement, the venue for such cause of action shall be Madison County, Nebraska Circuit Court. INDEMNIFICATION/HOLD HARMLESS. CITY OF NORFOLK and SAFE SLIDE, agree to indemnify and hold each other mutually harmless from all loss, liability or claim because of or arising out of the acts or omissions of each party's performance of this Agreement, except for those claims that are a result of negligence.

TERMINATION. Each party shall have the right to terminate this Agreement **at any time** by giving thirty (30) days written notice to the other party and specifying the effective date thereof.

### **Customer Responsibilities**

Safe Slide will provide draw down color options if requested 45 days prior to project start date. In the event that leaking seams are being addressed by Safe Slide Restoration, the customer is responsible for identifying and labeling seams on the interior and exterior of the slide (we recommend using a permanent marker in the ride path to label seams). The customer is responsible for identifying areas where lift is unable to operate. If a lift is required, Safe Slide is not responsible for any broken concrete, landscaping, etc. Safe Slide may require the removal of fencing to allow lift access to the water slide area if there isn't access through a gate opening. The customer is responsible for providing waste removal. The customer is required to provide access to restrooms to the Safe Slide crew for the duration of the project. A walk through of finished work and subsequent sign-off is required before Safe Slide's crew leaves the job site. Missing the post project walk through is equivalent to an approved sign off by the customer. Safe Slide Restoration will not be responsible for unscheduled return work in the case that the customer misses scheduled post project walk-through and subsequent sign-off. We recommend 20 test rides on your slide(s), with different body sizes and builds, if possible, before the season begins. We highly recommend daily documented dry inspections and test rides before operation.

### **Possible Additional Charges (Fiberglass)**

If there are any previous interior or exterior coatings not specified in the above work scope, there will be an additional charge for interior or exterior failed coatings. The pricing above does not include the cost of state taxes, licenses, or permits if required. Slides may require a second coat of paint to achieve the desired finish. In the event that a second coat of paint is required, there will be an additional charge of 50% of the original paint price. A 2-3-point Tie-off system on top portion of closed flume slide may be needed if a lift is inaccessible. A cost of \$90 per panel will be assessed and tie offs will stay in place for customer use. An additional daily fee may be assessed if the project site is compromised due to negligence of customer or persons under the customer's control of said project site. If the customer does not show up and needs to postpone the post job walk through, there will be an additional charge for the delay. This will be determined by how long Safe Slide must stay on site in order to get the walk-through and sign-off which is required before our staff leaves the site. **The cost of a lift and/or scaffolding is not included in the above pricing.** If a lift and/or scaffolding is

V.11092023

required, it will be the responsibility of the park to provide. **Due to the effects of rising materials and transportation costs, all prices are subject to change in accordance with these increases. We will continue our commitment to use quality products with your project, as always. Our team is working diligently to secure fair pricing in an ever-evolving market to curb any potential price increases. Thank you in advance for your continued partnership.**

#### **Possible Additional Charges (Steel)**

If there are any previous coatings not specified in the above work scope, there will be an additional charge for failed coatings. The pricing above does not include the cost of state taxes, licenses, or permits if required. Structures may require a second coat of paint to achieve the desired finish. In the event that a second coat of paint is required, there will be an additional charge of 50% of the original paint price. An additional daily fee may be assessed if the project site is compromised due to negligence of customer or persons under the customer's control of said project site. If the customer does not show up and needs to postpone the post job walk through, there will be an additional charge for the delay. This will be determined by how long Safe Slide must stay on site in order to get the walk-through and sign-off which is required before our staff leaves the site. If a lift and/or scaffolding is required, it will be the responsibility of the park to provide. **Due to the effects of rising materials and transportation costs, all prices are subject to change in accordance with these increases. We will continue our commitment to use quality products with your project, as always. Our team is working diligently to secure fair pricing in an ever-evolving market to curb any potential price increases. Thank you in advance for your continued partnership.**

#### **Lien Information (Regarding CA, FL, IL, MO, OH, TX)**

#### **Warranty Information**

##### **2 – year fiberglass paint Workmanship warranty:**

Our 2 – year workmanship warranty covers any delamination that occurs of the coating applied. This warranty **does not** cover fading, claims from extreme acts of nature, improper washing procedures, vandalism, improper maintenance with application of aggressive chemicals. This warranty period may become reduced or void if peeling occurs due to poor adhesion from the previous original or recoated substrate.

##### **1 – year steel paint workmanship warranty:**

Our 1 – year workmanship warranty covers any delamination that occurs of the coating applied. This warranty **does not** cover fading, claims from extreme acts of nature, improper washing procedures, vandalism, improper maintenance with application of aggressive chemicals. This warranty period may become reduced or void if peeling occurs due to poor adhesion from the previous original or recoated substrate.

##### **5 – year structural repair workmanship warranty:**

Our 5-year workmanship warranty covers delamination of fiberglass from original substrate. This warranty **does not** cover claims from extreme acts of nature, vandalism, or repair that overlaps a repair completed by a previous contractor.

##### **5 – year gel coat and paint workmanship warranty:**

Our 5 - year workmanship warranty is only valid if the facility chooses to participate in a yearly protection program with Safe Slide Restoration. If not, a standard 2 – year workmanship warranty will apply. Gel coat warranty covers delamination of applied gel coat only. This warranty **does not** cover damage from osmotic blistering, damage or deterioration of cosmetic surface finishes, including corrosion, cracking, chipping, crazing, discoloration, fading, oxidation of gel coat, or wet coring/substrates. This warranty does not cover substrates previously coated after the manufacturer's original coating, unless post-manufacturer coating is completely removed by Safe Slide prior to the application of the new coating. This warranty **does not** cover fading, claims from extreme acts of nature, improper washing procedures, vandalism, improper maintenance with application of aggressive chemicals. This warranty period may become reduced or void if peeling occurs due to poor adhesion from the previous original or recoated substrate. This warranty also does not cover any repairs that have been completed by a previous contractor.

**Safe Slide Restoration does not offer any warranty for caulking of seams.**

**Confidentiality Agreement**

**The information in this document is confidential to the person to whom it is addressed and should not be disclosed to any other person. It may not be reproduced in whole, or in part, nor may any of the information contained therein be disclosed without the prior written consent of the directors of Safe Slide Restoration.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
**03/11/2024**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  <b>Golden Rule Insurance Associates</b> <b>2519 E Jackson Blvd</b> <b>Jackson, MO 63755</b>	<b>CONTACT NAME:</b> <b>Loren Brantner</b>		
	<b>PHONE (A/C, No, Ext):</b> <b>(573)866-2699</b>	<b>FAX (A/C, No):</b> <b>(573)298-6009</b>	
<b>E-MAIL ADDRESS:</b> <b>loren@goldenruleia.com</b>			
<b>INSURED</b>  <b>Dale Cooper LLC/Safe Slide Restoration</b> <b>PO Box 102</b> <b>Farmington, MO 63640-0102</b>	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b>	<b>Admiral Insurance Company</b>	<b>71390</b>
	<b>INSURER B:</b>	<b>Allstate Ins Co</b>	<b>19232</b>
	<b>INSURER C:</b>	<b>American Interstate Insurance Company</b>	<b>31895</b>
	<b>INSURER D:</b>	<b>Travelers</b>	<b>40282</b>
	<b>INSURER E:</b>	<b>Hiscox Insurance Company</b>	<b>10200</b>
<b>INSURER F :</b>			


**COVERAGES**      **CERTIFICATE NUMBER:** 00001420-4511292      **REVISION NUMBER:** 5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Blanket Additional</b> <input checked="" type="checkbox"/> <b>Blanket Waiver of Subrogation</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<b>X</b>	<b>X</b>	<b>CA000050152-01</b>	<b>08/29/2023</b>	<b>08/29/2024</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>Excluded</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> <b>Blanket Additional</b> \$
<b>B</b>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<b>X</b>	<b>X</b>	<b>648870580</b>	<b>11/01/2023</b>	<b>11/01/2024</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<b>A</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<b>X</b>		<b>GX000006784-01</b>	<b>08/29/2023</b>	<b>08/29/2024</b>	EACH OCCURRENCE \$ <b>3,000,000</b> AGGREGATE \$ <b>3,000,000</b> \$
<b>C</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<b>X</b>	<b>AVWCMO3215772023</b>	<b>09/28/2023</b>	<b>09/28/2024</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
<b>D</b>	<b>Rented/Leased Equipment</b>			<b>QT-660-2T027334-TIL-22</b>	<b>01/24/2024</b>	<b>01/24/2025</b>	<b>\$1,000 Deductible</b> <b>\$653,289</b>
<b>E</b>	<b>Professional Liability</b>			<b>P101.023.023.2</b>	<b>04/12/2023</b>	<b>04/12/2024</b>	<b>\$2,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**Dale Cooper is excluded from Workers Compensation policy. GL insurance is primary and all other are non-contributory. City of Norfolk is listed as additional insured in regards to the General Liability. Forty-five (45) Days Cancellation, non-renewal, material change or coverage reduction notice required.**

<b>CERTIFICATE HOLDER</b>  <b>City of Norfolk, NE</b> <b>309 N 5th St</b> <b>Norfolk, NE 68701</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <b>LEB</b>
--	--



Nebraska Forest Service  
102 Forestry Hall  
PO Box 830815  
Lincoln, NE 68583-0815

March 12, 2024

c/o Nathan Powell, Parks and Recreation Director  
City of Norfolk  
309 N. 5<sup>th</sup> Street  
Norfolk, NE 68701

The Nebraska Forest Service is pleased to award **the City of Norfolk** with **\$144,000.00** through USDA Forest Service Inflation Reduction Act Funds for community forestry activities.

This award is contingent upon:

1. Please reply to Christina Hoyt, [choyt2@unl.edu](mailto:choyt2@unl.edu), by **March 30, 2024**, if you plan to accept the funds.
2. Provide an updated Scope of Work, Budget, and Budget Justification to Christina Hoyt, [choyt2@unl.edu](mailto:choyt2@unl.edu), by **April 30, 2024**. NFS will review and approve the revised project to ensure alignment with IRA requirements. NFS will then submit these updated documents to UNL's Office of Sponsored Programs for inclusion in your agreement.
3. Entering into a Subaward Agreement with the University of Nebraska.
4. Please do not begin work until your agreement is executed.
5. The project must be finished, and all final paperwork must be submitted by **September 30, 2027**.

This funding opportunity requires no match. All work must be completed within a geographically disadvantaged area as defined by [Nebraska's IRA map tool](#).

Sincerely,

Christina Hoyt

NFS Bureau Chief, [choyt2@unl.edu](mailto:choyt2@unl.edu), 402-472-5049



## CAMPGROUND HOST VOLUNTEER AGREEMENT

This Volunteer Agreement is made and entered into on this\_\_ day of\_\_\_\_\_, 2024, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and Tim Sunderman, hereinafter referred to as "VOLUNTEER", WITNESSETH:

WHEREAS, VOLUNTEER has a personal desire to serve the CITY and any of its divisions, including Ta-Ha-Zouka Campground, in a voluntary capacity; and

WHEREAS, VOLUNTEER offers such Volunteer Services freely and without pressure or coercion direct or implied, from the CITY; and

WHEREAS, VOLUNTEER is not otherwise employed by the CITY to perform Volunteer Services, and VOLUNTEER does not displace any employee of the CITY nor is it a condition of employment with the CITY should the VOLUNTEER be otherwise employed by the CITY; and

WHEREAS, the CITY desires to accept VOLUNTEER's Volunteer Services with the understanding and conditioned upon VOLUNTEER's status as a bona fide volunteer for purpose of applicable law.

NOW THEREFORE, in consideration of the promises and covenants herein contained, the parties hereto agree as follows:

1. ASSENT. The CITY accepts the Volunteer Services of the VOLUNTEER until such services are terminated as provided herein. VOLUNTEER agrees to render Volunteer Services to and on behalf of the CITY strictly on a volunteer basis, without the promise, expectation, or receipt of compensation, insurance coverage, indemnification, or benefits of any kind from the CITY.

2. TERM. The term of this Volunteer Agreement shall be from the date of signing hereof through the end of the 2024 camping season. During this established time, and as consideration, VOLUNTEER will be provided a campsite free of charge within Ta-Ha-Zouka Campground.

3. VOLUNTEER SERVICES. The Volunteer Services (collectively the "Volunteer Services") to be contributed by VOLUNTEER hereunder shall include the following:

- a. Greet campers, answer their questions, and orient them to the park;
- b. Assist in campground registrations and reservations;
- c. Be accessible to campers for comments and complaints;
- d. Help maintain campground and park areas through activities such as picking up litter, cleaning up campsites after guests check out, replenishing restrooms and assist in keeping bathhouses clean;

- e. Contact City staff and law enforcement personnel about emergencies;
- f. Other projects and assignments based on park needs and host's skills and interests; and
- g. Comply with all applicable rules, regulations and policies of the CITY.

4. NO COMPENSATION. VOLUNTEER shall not receive any compensation or wages for rendering the Volunteer Services.

5. NO WORKER'S COMPENSATION OR OTHER BENEFITS. VOLUNTEER shall not be entitled to receive any employee or fringe benefits from the CITY by virtue of this Agreement or performing Volunteer Services. VOLUNTEER shall not be covered by the CITY's workers' compensation insurance and shall not be entitled to receive any workers' compensation benefits for any injury or illness caused by an accident arising out of VOLUNTEER's Services or in the course of VOLUNTEER performing Volunteer Services as described herein.

6. TERMINATION. The relationship between the CITY and VOLUNTEER is at-will. Both the CITY and VOLUNTEER are entitled to terminate this Agreement at any time for any or no reason upon written notice to the other party.

7. MISCELLANEOUS.

- a. Entire Agreement. This Agreement contains the entire agreement of the parties relating to the subject matter hereof, and the parties hereto have made no agreements, representations or warranties relating to the subject matter of this Agreement which are not set forth herein. No modification of this Agreement shall be valid unless made in writing and signed by the parties hereto.
- b. Assignment. The rights and obligations of the CITY under this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the CITY. Since this Agreement contemplates personal Volunteer Services to be rendered by VOLUNTEER, this Agreement is not assignable by VOLUNTEER.
- c. Waiver. The waiver of the breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other or subsequent breach of the same or any other term or condition.
- d. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.
- e. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

f. Counterparts. This Agreement may be executed in one or more counterparts at different times and places, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. RELEASE AND WAIVER BY VOLUNTEER. In consideration of the opportunity to volunteer and the promises and covenants contained herein, the undersigned VOLUNTEER, on behalf of VOLUNTEER and VOLUNTEER's successors, assigns, and heirs, irrevocably and unconditionally waives, releases, acquits, and forever discharges the CITY and its officials, agents, representatives, officers, employees, attorneys, successors, assigns, heirs, subsidiaries, and related entities, from any and all claims, demands, actions, causes of action, suits, damages, charges, liability, and any action of whatever nature, whether known or unknown, liquidated or unliquidated, regardless of when incurred, and regardless of whether or not now existing, that VOLUNTEER may have at any time that are based on, arise out of, or relate in any way either directly or indirectly to VOLUNTEER's Volunteer Services and related activities with the CITY.

CITY OF NORFOLK, NEBRASKA,  
A Municipal Corporation

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

ATTEST:

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

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

\_\_\_\_\_  
Tim Sunderman, Volunteer

CITY OF NORFOLK

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

NOTE: As an applicant for a City Board, Commission or Committee, your name, address, and phone number will be available to the press and the public. You will be contacted before any action is taken on your appointment. Incumbents whose term expires are automatically considered for reappointment unless they indicate non-interest.

(Please type or print clearly)

DATE: 3-18-2024

NAME: Janie Engelby

TELEPHONE: 402-649-1188(H)

ADDRESS: 312 S. 17th St. - Norfolk, NE 402-379-3585(O)

E-MAIL ADDRESS: janie.engelby@hilton.com

OCCUPATION: General Manager - Hampton Inn  
(If retired, please indicate former occupation or profession.)

EDUCATION: 1991 High School Graduate (Iowa) / NECC 1 year 1992-1993

PROFESSION AND/OR COMMUNITY ACTIVITIES: Member of Norfolk Area Visitors Bureau Advisory Committee.

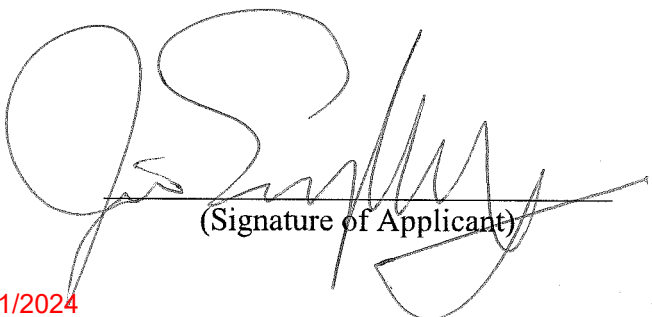
Supported Norfolk Public Schools Theatre, Music and speech debate Programs as a mother and through sponsorships through

Please return this form to:

I am interested in serving on the: Occupations  
(Please Check)

Office of the Mayor  
309 N 5<sup>th</sup> Street  
Norfolk, NE 68701

- Arts Council
- Board of Zoning Adjustment
- Building Code of Appeals/Property Maintenance Board of Appeals
- Civil Service Commission
- Community Beautification Task Force
- Fire Code Appeals Board
- Housing Authority Board
- Land Bank Board
- Library Advisory Board
- Parks & Recreation Board
- Planning Commission
- Plumbing Board
- Property Tax Compliance and Review & 5% LID Committee
- Riverfront Overlay Review Board
- Trail Advisory Board
- Tree Advisory Board
- Vehicle Parking Dist. Advisory Board

  
(Signature of Applicant)

CITY OF NORFOLK  
APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

NOTE: As an applicant for a City Board, Commission or Committee, your name, address, and phone number will be available to the press and the public. You will be contacted before any action is taken on your appointment. Incumbents whose term expires are automatically considered for reappointment unless they indicate non-interest.

(Please type or print clearly)

DATE: 1-11-2023

NAME: Colleen Hupke

TELEPHONE: 813-399-2342

ADDRESS: 1708 Hilltop Dr., Norfolk, NE 68701

402-375-2200(O)  
402-369-2752

E-MAIL ADDRESS: colleenhupke@gmail.com

OCCUPATION: Executive Health Director

(If retired, please indicate former occupation or profession.)

EDUCATION: BS - Political Science/Public Administration, BS -

Cell + Molecular Biology;

PROFESSION AND/OR COMMUNITY ACTIVITIES: Lions Club,

Leadership Wayne, ~~various health director committees~~

MPH - Epidemiology

just moved back to the area last year & would like to become involved in the community much more

Please return this form to:

I am interested in serving on the:  
(Please Check)

Office of the Mayor  
309 N 5<sup>th</sup> Street  
Norfolk, NE 68701

- Arts Council
- Board of Zoning Adjustment
- Building Code of Appeals/Property Maintenance Board of Appeals
- Civil Service Commission
- Community Beautification Task Force
- Fire Code Appeals Board
- Housing Authority Board
- Land Bank Board
- Library Advisory Board
- Parks & Recreation Board
- Planning Commission
- Plumbing Board
- Property Tax Compliance and Review & 5% LID Committee
- Riverfront Overlay Review Board
- Trail Advisory Board
- Tree Advisory Board
- Vehicle Parking Dist. Advisory Board

Colleen Hupke  
(Signature of Applicant)

## **FAIR HOUSING PROCLAMATION**

**WHEREAS**, April 11, 2024, marks the 56th anniversary of the passage of the U.S. Fair Housing Law, Title VII of the Civil Rights Act of 1968, as amended, which enunciates a national policy of Fair Housing without regard to race, color creed, national origin, sex, familial status, and handicap, and encourages fair housing opportunities for all citizens; and

**WHEREAS**, the Norfolk Housing Agency and the Norfolk Housing Development Division of the City of Norfolk, are committed to highlight the Fair Housing Law, Title VII of the Civil Rights Act of 1968, by continuing to address discrimination in our community, to support programs that will educate the public about the right to equal housing opportunities, and to plan partnership efforts with other organizations to help assure every American of their right to fair housing.

**NOW, THEREFORE, BE IT RESOLVED**, that I, Shane Clausen, Council President of the City of Norfolk, Nebraska, by the power vested in me, do hereby proclaim April 2024, as:

***“FAIR HOUSING MONTH”***

---

COUNCIL PRESIDENT

April 1, 2024

S E A L

# **PROCLAMATION**

*for*

## **“CHILD ABUSE PREVENTION MONTH”**

**Whereas**, child abuse and neglect is a community problem that depends on involvement among people throughout the community; and

**Whereas**, some child maltreatment occurs when people find themselves in stressful situations, without community resources, and don't know how to cope; and

**Whereas**, the majority of child abuse cases stem from situations and conditions that are preventable in an engaged and supportive community; and

**Whereas**, child abuse and neglect can be reduced by making sure each family has the support they need to raise their children in a healthy environment; and

**Whereas**, child abuse and neglect not only directly harms children, but also increase the likelihood of criminal behavior, substance abuse, health problems such as heart disease and obesity, and risky behavior such as smoking and alcohol usage; and

**Whereas**, all citizens should become involved in supporting families in raising their children in a safe, nurturing environment; and

**Whereas**, effective child abuse prevention programs succeed because of partnerships created among social service agencies, schools, faith communities, civic organizations, law enforcement agencies, and the business community.

**Now, Therefore, I, Shane Clausen, City Council President of the City of Norfolk**, by the power vested in me, do hereby proclaim April as:

### **“Child Abuse Prevention Month”**

in Norfolk and the surrounding area and call upon all citizens, community agencies, religious organizations, medical facilities, and businesses to increase their participation in our efforts to prevent child abuse, thereby strengthening the communities in which we live.

April 1, 2024

\_\_\_\_\_  
Shane Clausen, Council President





March 19, 2024

Dear Mayor and Council:

The Norfolk Planning Commission held a public hearing to hear comments on and review the Extremely Blighted Determination Study for the area referred to as “Extremely Blighted Determination Study” generally located at the Northeast corner of 1<sup>st</sup> St. and Norfolk Ave, on March 19, 2024.


The Nebraska Community Redevelopment Law identifies to be extremely blighted the poverty rate in the area needs to be at least 20% and the unemployment in the area needs to be at least 200% above the State average.

The Planning Commission recommends approval of the declaration of the Extremely Blighted Determination Study with a 5-0 vote.

Sincerely,



Dirk Waite, Chair  
Norfolk Planning Commission



# EXTREMELY BLIGHTED DETERMINATION STUDY FOR NORFOLK, NEBRASKA FEBURARY 2024

A study to determine if area already declared Blighted and Substandard located at approximately 105 East Norfolk (NE corner of N 1st & East Norfolk Ave) meets the Legislative requirements to be declared Extremely Blighted

## **EXTREMELY BLIGHTED AREA STUDY**

Conducted by: Information Art - Kurt Elder

Member of the American Institute of Certified Planners

Member of the Certified Geographic Information System Professionals

Licensed Real Estate Sales Person Professional (IA)

### **I. Standard Review**

Implementation Background: In the 2020 Nebraska general election Proposed Amendment No. 2 was offered to the voters. It was a constitutional amendment to authorize the Legislature to allow cities and villages to pledge property taxes as part of a redevelopment project for a period not to exceed twenty years if, due to a high rate of unemployment combined with a high poverty rate as determined by law, more than one-half of the property in the project area is extremely blighted. As a state voters approved the measure 530,236 FOR (61.6%) and 330,445 AGAINST. In Madison County voters approved the measure 7,957 FOR (56.8%) and 6,047 AGAINST.

#### **A. Proposed Area Under Consideration for Extreme Blight**

The proposed site consists of three whole parcels, one partial parcel, and the adjoining right-of-way. See image 'Assessor Parcel Review' in the appendix.

Three whole parcels

(1) PID: 590303259, DOLLAR GENERAL ADDITION LOT 2 LESS PT TO CITY

(2) PID: 590303260, DOLLAR GENERAL ADDITION LOT 2 LESS PT TO CITY

(3) PID: 590303267, DOLLAR GENERAL ADDITION LOT 3, partial portion of PID 590038769

Partial portion of one parcel

(4) PID: 590038769, TAX LOTS SW1/4 SW1/4 23-24-1 PT TAX LOT 2 4.42 AC

*Portions of this parcel were included to maximize the reduction of blight and substandard area for determining the blight percentage for the City of Norfolk.*

#### **B. Reasons for completing an extremely blighted study**

REF: Statute 18-2101 to 18-2154 and section of the act, aka Community Development Law

Section 2: (1) For any city that (a) intends to carry out a redevelopment project which will involve the construction of workforce housing in an extremely blighted area as authorized under subdivision (28)(g) of section 18-2103, (b) intends to declare an area as an extremely blighted area for purposes of funding decisions under subdivision (1)(b) of section 58-708, or (c) intends to declare an area as an extremely blighted area in order for individuals purchasing residences in such area to qualify for the income tax credit authorized in subsection (7) of section 77-2715.07, the governing body of such city shall first declare, by resolution adopted after the public hearings required under this section, such area to be an extremely blighted area.

#### **C. Additional Consideration**

In Nebraska Statute 18-2103, Section #3 it states, "A redevelopment project involving a formerly used defense site as authorized under section 18-2123.01 and any area declared to be an extremely blighted area under section 18-2101.02 shall not count towards the percentage limitations contained in this subdivision;" If this area is approved your percent blighted, as a community, will decline.

#### D. Legislative Direction

Section 2: Prior to making such declaration, the governing body of the city shall conduct or cause to be conducted a study or an analysis on whether the area is extremely blighted and shall submit the question of whether such area is extremely blighted to the planning commission or board of the city for its review and recommendation. The planning commission or board shall hold a public hearing on the question after giving notice of the hearing as provided in section 18-2115.01. Such notice shall include a map of sufficient size to show the area to be declared extremely blighted or information on where to find such map and shall provide information on where to find copies of the study or analysis conducted pursuant to this subsection. The planning commission or board shall submit its written recommendations to the governing body of the city within thirty days after the public hearing.

#### E. Process

Brief: In order for an area to be designated as extremely blighted and substandard two findings, through three facets, need to be met. These facets are defined in Nebraska statute. However, for brevity they are **(a)** areas that have been found blighted and substandard through city council action, and **(b)** have been found to be extremely blighted.

This study primarily determines which areas meet the statutory definition through a reasonable operationalization of Nebraska statute.

An approved blighted and substandard area is also extremely blighted if **(i)** the *average rate* of unemployment in the area during the period covered by the most recent federal decennial census or American Community Survey 5-Year Estimate is at least two hundred percent of the average rate of unemployment in the state during the same period; and **(ii)** the *average poverty rate* in the area exceeds twenty percent for the total federal census tract or tracts or federal census block group or block groups in the area

#### F. Methodology & Data Tables

##### *Methodology -*

City of Norfolk base data methodology utilizes implementation strategies approved in Lincoln, Omaha, Grand Island and North Platte studies. Other community agents are currently using these strategies as they develop their studies.

Furthermore, our averaging process/interpretation received support from UNO's David Drozd Research Coordinator at the UNO Center for Public Affairs (David has since moved on to another firm), and input from Sen. Justin Wayne's office. Senator Wayne was the Chair of the Urban Affairs Committee when this legislation was passed.

All data was 2022 US Census American Community 5-year Survey data. We utilize block group level information from the census to maximize potential data points for analysis, knowing that margins of error would likely be more significant at this geography area. Poverty data came from Census table: [B17021](#) Employment data came from Census table: [B23025](#)

##### *Council Approved Blight -*

The Community development law requires that an Extremely Blighted and Substandard area be an approved blighted area. The City of Norfolk has blighted areas; those studies/documents/approved areas are available for review through direct contact. ([Web link1](#)) ([Web link2](#)). See 'Approved Blighted & Substandard Areas' in the appendix.

*Extremely Blighted Components –*

Part (i) is a state comparison. The 2022 Nebraska Unemployment rate, according to the US Census American Community Survey (Five-year estimate) was 3.07%. Therefore, the average rate of our selected area would require an unemployment rate of at least 6.14. Unemployment is the total number of unemployed people, expressed as a percentage of the civilian labor force ([Source](#)). A five-year estimate is used because it is directed by state statute. Information Art uses familiar data sources when possible.

	Nebraska Estimate
Total:	1532351
In labor force:	1054285
Civilian labor force:	1047813
Employed	1015656
Unemployed	32157
Armed Forces	6472
Not in labor force	478066

Percent Unemployed	3.07
200% Rate	6.14

Information Art developed an area with an average unemployment of 6.9% within available (i.e., data points that were in the city limits or those that intersect Norfolk’s corporate limits) An area average is determined by using the sum of estimated factors and NOT the average of each piece. Furthermore, state statute does not state that all facets must be contiguous. See ‘Employment Study’ in the appendix. Below is a table that displays data for this study area.

Geography	Geographic Area Name	Total Labor Force	Total Civilian Labor Force	Total Civilian Labor Force, Unemployed	Percent Unemployed
S311199606001	Block Group 1; Census Tract 9606; Madison County; Nebraska	598	598	0	0
S311199607001	Block Group 1; Census Tract 9607; Madison County; Nebraska	344	344	22	6.4
S311199611002	Block Group 2; Census Tract 9611; Madison County; Nebraska	492	492	62	12.6
S311199609001	Block Group 1; Census Tract 9609; Madison County; Nebraska	554	509	57	11.2
S311199606004	Block Group 4; Census Tract 9606; Madison County; Nebraska	879	879	54	6.14
Study Area		2867	2822	195	6.91

Part (ii) is a local area finding. Norfolk’s 2022 poverty rate was 12.9%, but in line with state statute, Information Art worked to develop an area with at least 20% poverty. Information Art developed an area with a 21.4% poverty rate to meet this threshold within the available data points (i.e., data points in the city limits or those that intersect Norfolk’s corporate limits). An area average is determined by using the sum of estimated factors and NOT the average of each piece. See ‘Poverty Study’ in the appendix. Below is a table that displays data for this study area.

Geography	Geographic Area Name	Total Population, Poverty Universe	Persons Below the Poverty Level	Percent in Poverty
S311199611001	Block Group 1; Census Tract 9611; Madison County; Nebraska	963	161	16.72
S311199606001	Block Group 1; Census Tract 9606; Madison County; Nebraska	1151	220	19.11
S311199607001	Block Group 1; Census Tract 9607; Madison County; Nebraska	729	219	30.04
S311199607002	Block Group 2; Census Tract 9607; Madison County; Nebraska	1441	358	24.84
S311199610003	Block Group 3; Census Tract 9610; Madison County; Nebraska	791	328	41.47
S311199611002	Block Group 2; Census Tract 9611; Madison County; Nebraska	810	166	20.49
S311199606004	Block Group 4; Census Tract 9606; Madison County; Nebraska	1366	101	7.39
Study Area		7251	1553	21.42

## G. Process & Outcome

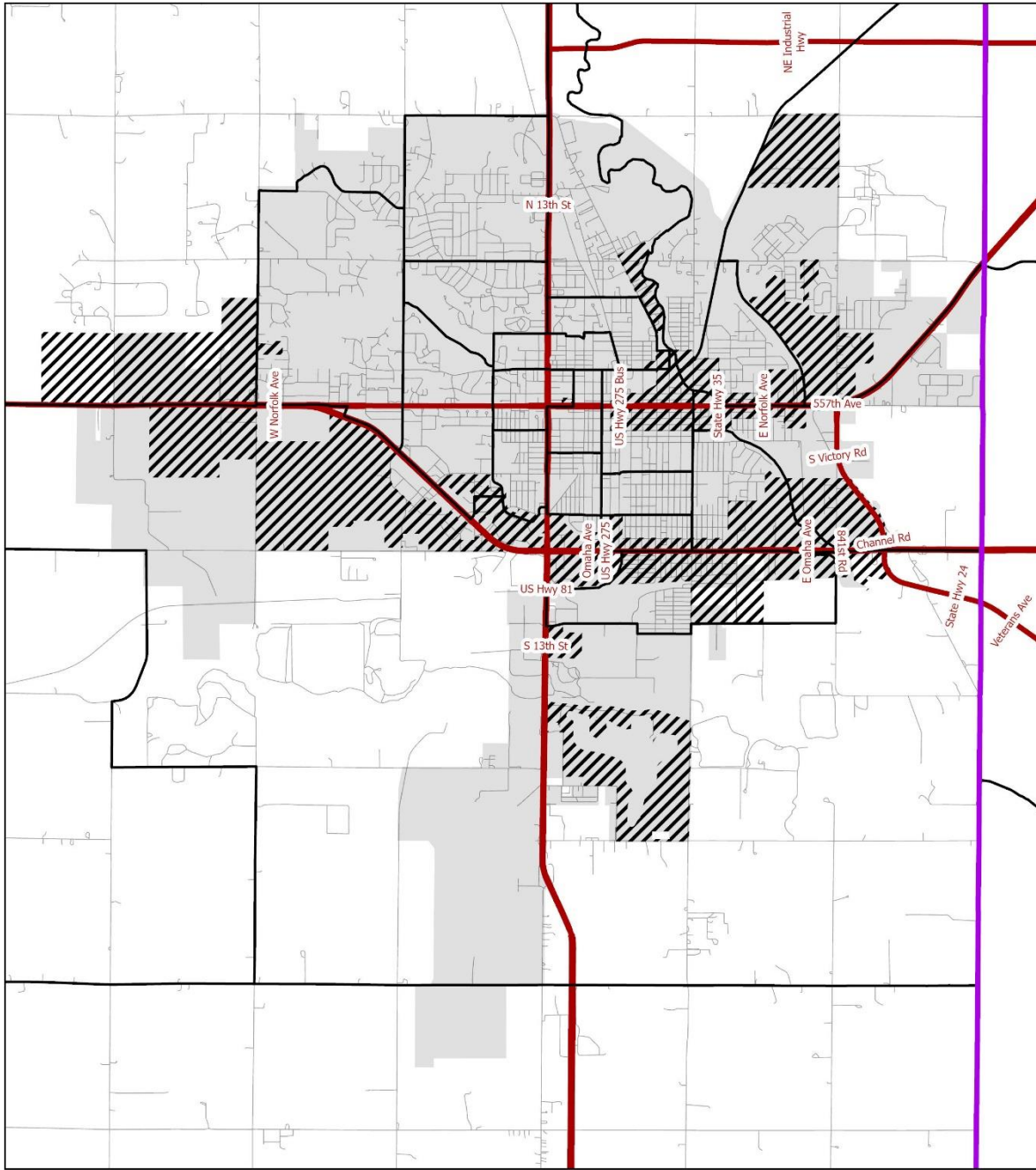
State statute does not direct how to operationalize census boundaries, margin of errors, and confidence intervals etc. that are often inconsistent with blight/project areas. Therefore, Information Art overlaid these three facets/areas (i.e., approved blight, 20%+ poverty, 200%+ of Nebraska's unemployment rate) and delineated areas where the three intersected as a reasonable implementation effort. Information Art presents for consideration a proposed extremely blighted area. See 'Qualifying Area Review: Focused Area' and 'Proposed Extremely Blighted Area' in the appendix.

The Proposed Extremely Blight Area is in Block Group 311199606001 (i.e., Tract 960600, Block 1)

### Appendix Images:

1. Approved Blighted & Substandard Areas
2. Employment Study Area
3. Poverty Study Area
4. Qualifying Area Review: Focused Area
5. Proposed Extremely Blighted Area
6. Assessor Parcel Review
7. Proposed Extremely Blighted Area – Amended

Approved Blighted & Substandard Areas

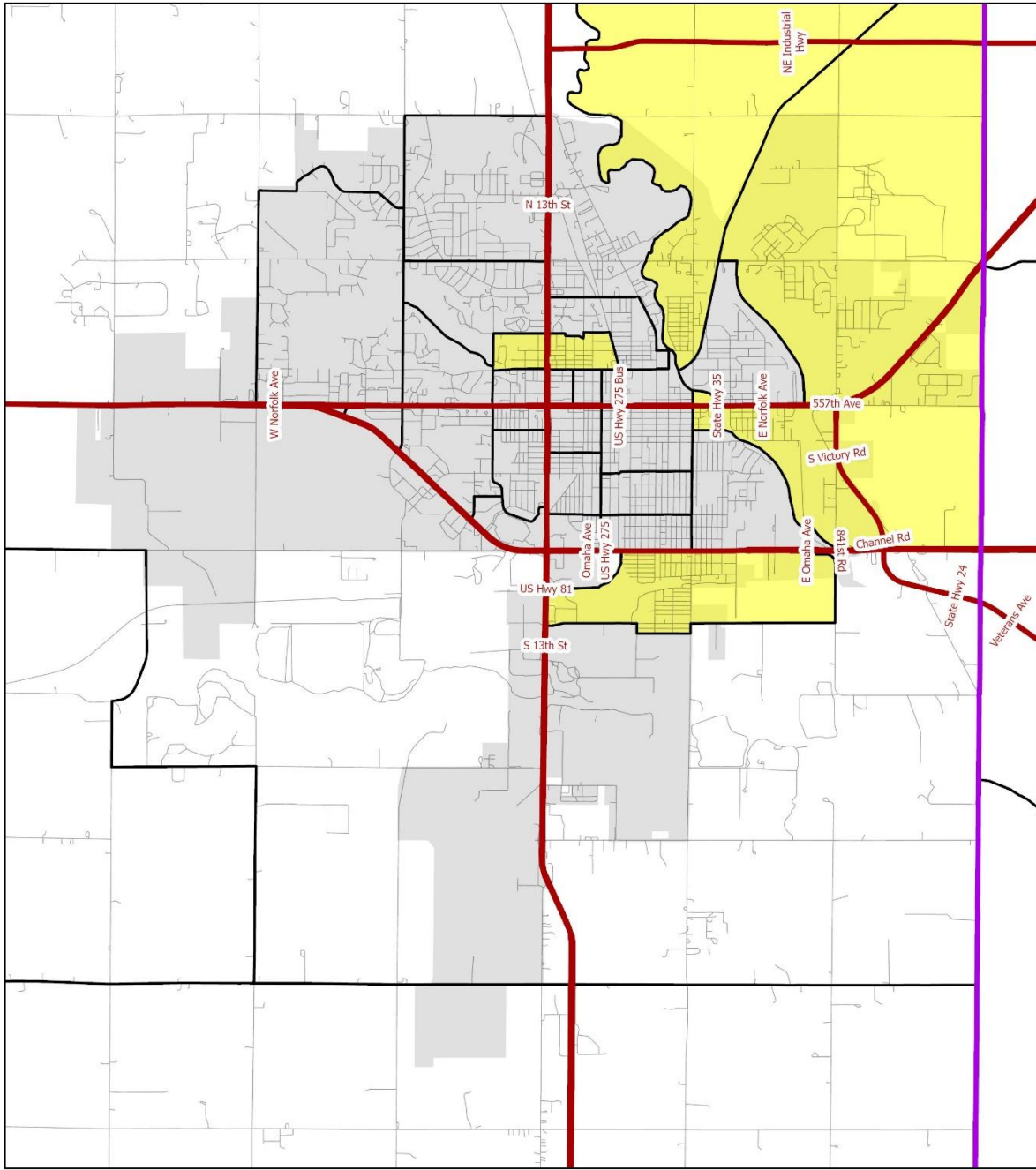


City of Norfolk: Blight and Substandard Area Review





-  County Boundary
-  Primary Roads
-  Blight and Substandard Areas
-  Norfolk City Limits

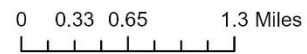


# Employment Study Area



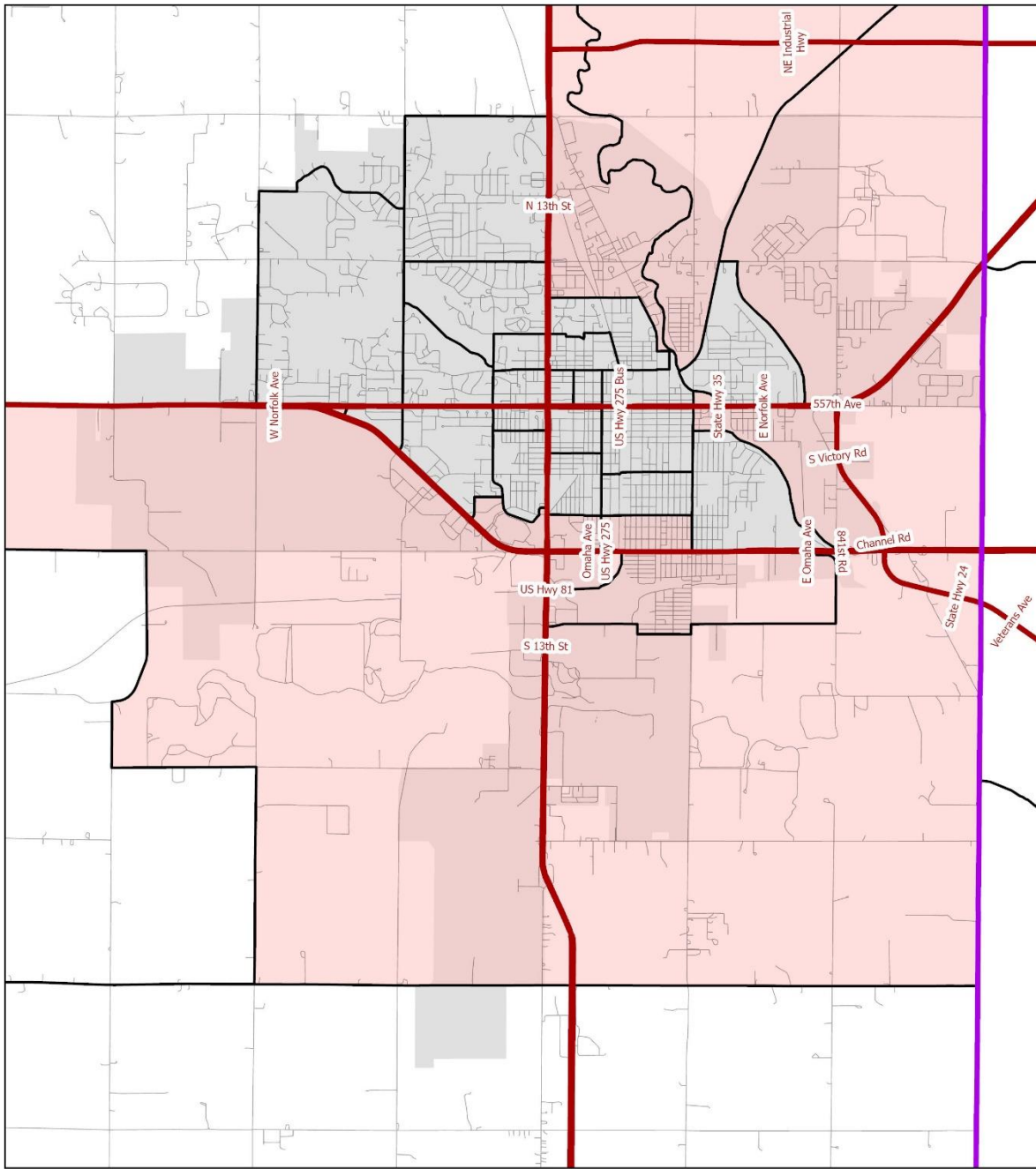
## City of Norfolk: Unemployment Review

-  County Boundary
-  Primary Roads
-  Area Avg Unemployment (6.9%) > 200% NEBR Unemployment Rate (3.17%, 200% = 6.14%)
-  Norfolk City Limits








Poverty Study Area

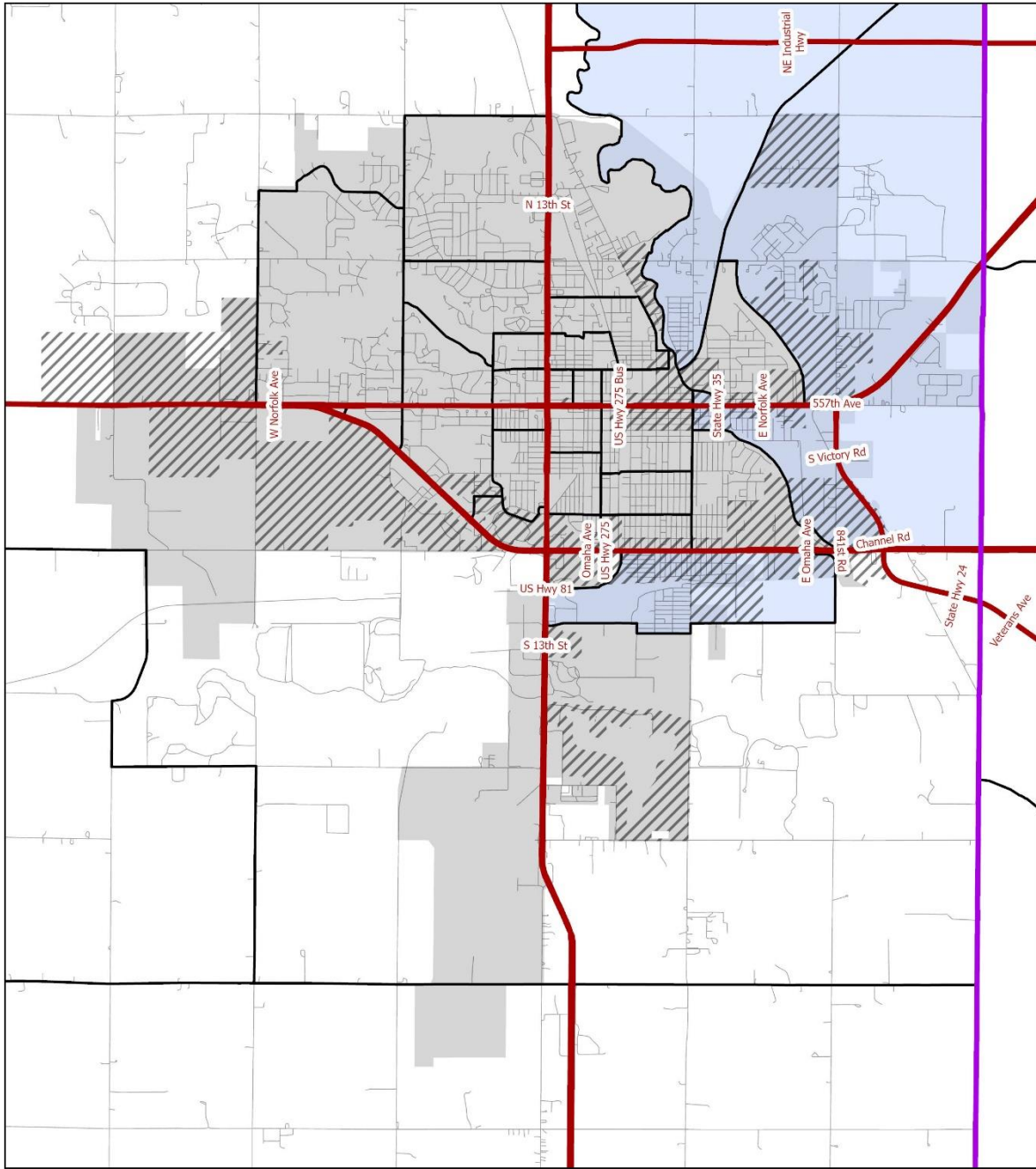


City of Norfolk: Poverty Review

-  County Boundary
-  Area Poverty > 20% (21.4%)
-  Primary Roads
-  Norfolk City Limits



Qualifying Area Review: Focused Area



City of Norfolk: Existing Blighted Areas & Qualifying Area, 2022 US Census ACS Five-year data

- County Boundary
- Extreme Blight Qualifying Areas
- Primary Roads
- Norfolk City Limits
- Blight and Substandard Areas

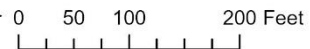


Proposed Extremely Blighted Area

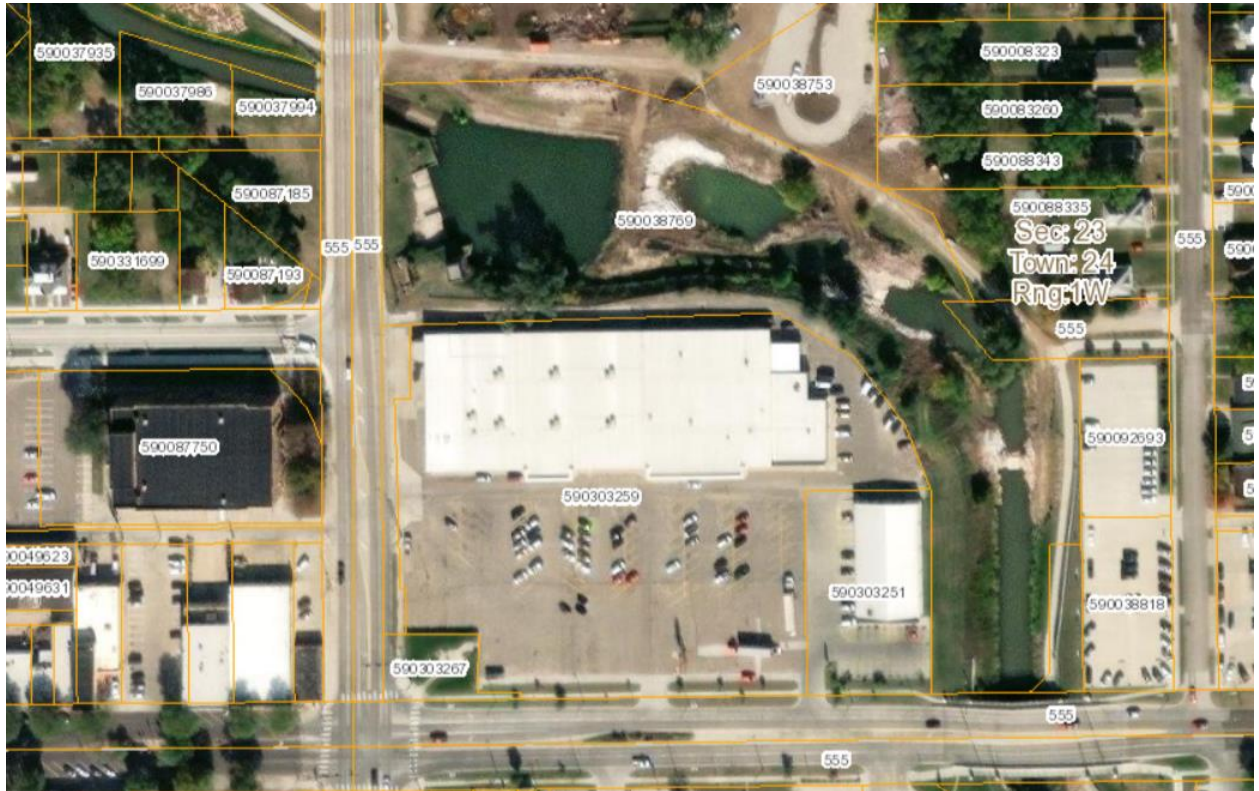


City of Norfolk: Proposed Extremely Blight Area

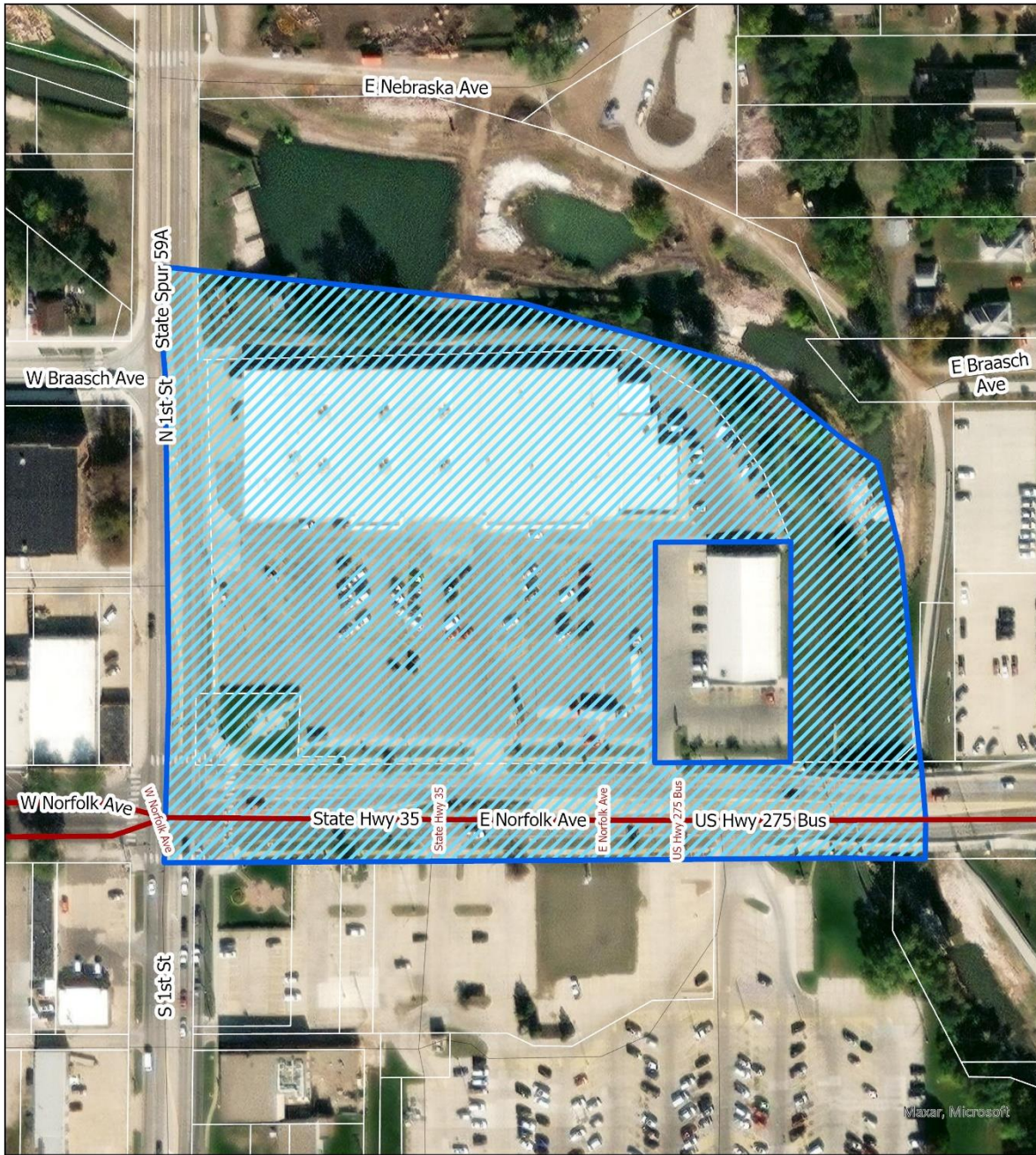
- Primary Roads
- Roads - Madison County
- Proposed Extreme Blight Area



Assessor Parcel Review



Proposed Extremely Blighted Area – Amended



City of Norfolk: Proposed Extremely Blight Area Update

- Primary Roads
- Roads - Madison County
- ▨ Proposed Extreme Blight Area

0 50 100 200 Feet



RESOLUTION NO. 2024-16

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

Section I. The Mayor and Council hereby find and determine that, by prior action, the Mayor and Council have referred to the Norfolk Planning Commission consideration of an Extremely Blighted Designation Study for the area referred to as the area already declared Blighted and Substandard located at approximately 105 East Norfolk Avenue (the "Area"), prepared by Kurt Elder, AICP, GISP, with Information Art which makes certain determinations concerning the following described area proposed to be declared extremely blighted:

The site consists of three whole parcels, one partial parcel, and the adjoining right-of-way.

Three whole parcels

- (1) PID: 590303259, DOLLAR GENERAL ADDITION LOT 2 LESS PT TO CITY
- (2) PID: 590303260, DOLLAR GENERAL ADDITION LOT 2 LESS PT TO CITY
- (3) PID: 590303267, DOLLAR GENERAL ADDITION LOT 3, partial portion of PID 590038769

Partial portion of one parcel

- (4) PID: 590038769, TAX LOTS SW1/4 SW1/4 23-24-1 PT TAX LOT 2 4.42 AC

Section 2. Attached to this resolution is an updated map of the proposed Extremely Blighted Area, which excludes Parcel 590303251, DOLLAR GENERAL ADDITION LOT 1. It is acknowledged that the map attached to the Study previously forwarded to the Planning Commission by Resolution 2024-13 erroneously incorporated the foregoing parcel within the depiction of the proposed boundaries of the Extremely Blighted Area. However, such error was clerical in nature, was not reflected in the legal description of the proposed Extremely Blighted Area, and in no way impacts (or impacted) the analysis or findings of the Study with respect to the accurately-depicted and intended boundaries of the proposed Extremely Blighted Area, as updated and set forth via the map included on page 12 of the Study attached to this resolution.

Section 3. Based upon the Study, the recommendation of the Planning Commission and the analysis and review of the conditions of property located within the Area, the Mayor and Council hereby find, determine and declare that the Area is an area which meets the criteria for designation as extremely blighted and substandard in need of redevelopment under the terms of Section 18-2101.02, 18-2103 (13), and 18-2157 as amended, in that such real estate is affected by conditions as set forth in the Study.

Section 4. That hereinafter the Extremely Blighted Area shall be referred to as approximately 105 East Norfolk (NE corner of N 1<sup>st</sup> Street and East Norfolk Avenue).


Section 5. Upon the referring by the City of Norfolk Community Development Agency of any redevelopment plan or redevelopment plan modification with respect to the Area, the City Clerk is hereby authorized to set a hearing and publish and mail notice of such hearing as required by law.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Josh Moenning, Mayor  
(SEAL)

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

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



# EXTREMELY BLIGHTED DETERMINATION STUDY FOR NORFOLK, NEBRASKA FEBURARY 2024

A study to determine if area already declared Blighted and Substandard located at approximately 105 East Norfolk (NE corner of N 1st & East Norfolk Ave) meets the Legislative requirements to be declared Extremely Blighted



## **EXTREMELY BLIGHTED AREA STUDY**

Conducted by: Information Art - Kurt Elder

Member of the American Institute of Certified Planners

Member of the Certified Geographic Information System Professionals

Licensed Real Estate Sales Person Professional (IA)

### **I. Standard Review**

Implementation Background: In the 2020 Nebraska general election Proposed Amendment No. 2 was offered to the voters. It was a constitutional amendment to authorize the Legislature to allow cities and villages to pledge property taxes as part of a redevelopment project for a period not to exceed twenty years if, due to a high rate of unemployment combined with a high poverty rate as determined by law, more than one-half of the property in the project area is extremely blighted. As a state voters approved the measure 530,236 FOR (61.6%) and 330,445 AGAINST. In Madison County voters approved the measure 7,957 FOR (56.8%) and 6,047 AGAINST.

#### **A. Proposed Area Under Consideration for Extreme Blight**

The proposed site consists of three whole parcels, one partial parcel, and the adjoining right-of-way. See image 'Assessor Parcel Review' in the appendix.

Three whole parcels

(1) PID: 590303259, DOLLAR GENERAL ADDITION LOT 2 LESS PT TO CITY

(2) PID: 590303260, DOLLAR GENERAL ADDITION LOT 2 LESS PT TO CITY

(3) PID: 590303267, DOLLAR GENERAL ADDITION LOT 3, partial portion of PID 590038769

Partial portion of one parcel

(4) PID: 590038769, TAX LOTS SW1/4 SW1/4 23-24-1 PT TAX LOT 2 4.42 AC

*Portions of this parcel were included to maximize the reduction of blight and substandard area for determining the blight percentage for the City of Norfolk.*

#### **B. Reasons for completing an extremely blighted study**

REF: Statute 18-2101 to 18-2154 and section of the act, aka Community Development Law

Section 2: (1) For any city that (a) intends to carry out a redevelopment project which will involve the construction of workforce housing in an extremely blighted area as authorized under subdivision (28)(g) of section 18-2103, (b) intends to declare an area as an extremely blighted area for purposes of funding decisions under subdivision (1)(b) of section 58-708, or (c) intends to declare an area as an extremely blighted area in order for individuals purchasing residences in such area to qualify for the income tax credit authorized in subsection (7) of section 77-2715.07, the governing body of such city shall first declare, by resolution adopted after the public hearings required under this section, such area to be an extremely blighted area.

#### **C. Additional Consideration**

In Nebraska Statute 18-2103, Section #3 it states, "A redevelopment project involving a formerly used defense site as authorized under section 18-2123.01 and any area declared to be an extremely blighted area under section 18-2101.02 shall not count towards the percentage limitations contained in this subdivision;" If this area is approved your percent blighted, as a community, will decline.

#### D. Legislative Direction

Section 2: Prior to making such declaration, the governing body of the city shall conduct or cause to be conducted a study or an analysis on whether the area is extremely blighted and shall submit the question of whether such area is extremely blighted to the planning commission or board of the city for its review and recommendation. The planning commission or board shall hold a public hearing on the question after giving notice of the hearing as provided in section 18-2115.01. Such notice shall include a map of sufficient size to show the area to be declared extremely blighted or information on where to find such map and shall provide information on where to find copies of the study or analysis conducted pursuant to this subsection. The planning commission or board shall submit its written recommendations to the governing body of the city within thirty days after the public hearing.

#### E. Process

Brief: In order for an area to be designated as extremely blighted and substandard two findings, through three facets, need to be met. These facets are defined in Nebraska statute. However, for brevity they are **(a)** areas that have been found blighted and substandard through city council action, and **(b)** have been found to be extremely blighted.

This study primarily determines which areas meet the statutory definition through a reasonable operationalization of Nebraska statute.

An approved blighted and substandard area is also extremely blighted if **(i)** the *average rate* of unemployment in the area during the period covered by the most recent federal decennial census or American Community Survey 5-Year Estimate is at least two hundred percent of the average rate of unemployment in the state during the same period; and **(ii)** the *average poverty rate* in the area exceeds twenty percent for the total federal census tract or tracts or federal census block group or block groups in the area

#### F. Methodology & Data Tables

##### *Methodology -*

City of Norfolk base data methodology utilizes implementation strategies approved in Lincoln, Omaha, Grand Island and North Platte studies. Other community agents are currently using these strategies as they develop their studies.

Furthermore, our averaging process/interpretation received support from UNO's David Drozd Research Coordinator at the UNO Center for Public Affairs (David has since moved on to another firm), and input from Sen. Justin Wayne's office. Senator Wayne was the Chair of the Urban Affairs Committee when this legislation was passed.

All data was 2022 US Census American Community 5-year Survey data. We utilize block group level information from the census to maximize potential data points for analysis, knowing that margins of error would likely be more significant at this geography area. Poverty data came from Census table: [B17021](#) Employment data came from Census table: [B23025](#)

##### *Council Approved Blight -*

The Community development law requires that an Extremely Blighted and Substandard area be an approved blighted area. The City of Norfolk has blighted areas; those studies/documents/approved areas are available for review through direct contact. ([Web link1](#)) ([Web link2](#)). See 'Approved Blighted & Substandard Areas' in the appendix.

*Extremely Blighted Components –*

Part (i) is a state comparison. The 2022 Nebraska Unemployment rate, according to the US Census American Community Survey (Five-year estimate) was 3.07%. Therefore, the average rate of our selected area would require an unemployment rate of at least 6.14. Unemployment is the total number of unemployed people, expressed as a percentage of the civilian labor force ([Source](#)). A five-year estimate is used because it is directed by state statute. Information Art uses familiar data sources when possible.

	Nebraska Estimate
Total:	1532351
In labor force:	1054285
Civilian labor force:	1047813
Employed	1015656
Unemployed	32157
Armed Forces	6472
Not in labor force	478066

Percent Unemployed	3.07
200% Rate	6.14

Information Art developed an area with an average unemployment of 6.9% within available (i.e., data points that were in the city limits or those that intersect Norfolk’s corporate limits) An area average is determined by using the sum of estimated factors and NOT the average of each piece. Furthermore, state statute does not state that all facets must be contiguous. See ‘Employment Study’ in the appendix. Below is a table that displays data for this study area.

Geography	Geographic Area Name	Total Labor Force	Total Civilian Labor Force	Total Civilian Labor Force, Unemployed	Percent Unemployed
S311199606001	Block Group 1; Census Tract 9606; Madison County; Nebraska	598	598	0	0
S311199607001	Block Group 1; Census Tract 9607; Madison County; Nebraska	344	344	22	6.4
S311199611002	Block Group 2; Census Tract 9611; Madison County; Nebraska	492	492	62	12.6
S311199609001	Block Group 1; Census Tract 9609; Madison County; Nebraska	554	509	57	11.2
S311199606004	Block Group 4; Census Tract 9606; Madison County; Nebraska	879	879	54	6.14
Study Area		2867	2822	195	6.91

Part (ii) is a local area finding. Norfolk’s 2022 poverty rate was 12.9%, but in line with state statute, Information Art worked to develop an area with at least 20% poverty. Information Art developed an area with a 21.4% poverty rate to meet this threshold within the available data points (i.e., data points in the city limits or those that intersect Norfolk’s corporate limits). An area average is determined by using the sum of estimated factors and NOT the average of each piece. See ‘Poverty Study’ in the appendix. Below is a table that displays data for this study area.

Geography	Geographic Area Name	Total Population, Poverty Universe	Persons Below the Poverty Level	Percent in Poverty
S311199611001	Block Group 1; Census Tract 9611; Madison County; Nebraska	963	161	16.72
S311199606001	Block Group 1; Census Tract 9606; Madison County; Nebraska	1151	220	19.11
S311199607001	Block Group 1; Census Tract 9607; Madison County; Nebraska	729	219	30.04
S311199607002	Block Group 2; Census Tract 9607; Madison County; Nebraska	1441	358	24.84
S311199610003	Block Group 3; Census Tract 9610; Madison County; Nebraska	791	328	41.47
S311199611002	Block Group 2; Census Tract 9611; Madison County; Nebraska	810	166	20.49
S311199606004	Block Group 4; Census Tract 9606; Madison County; Nebraska	1366	101	7.39
Study Area		7251	1553	21.42

## G. Process & Outcome

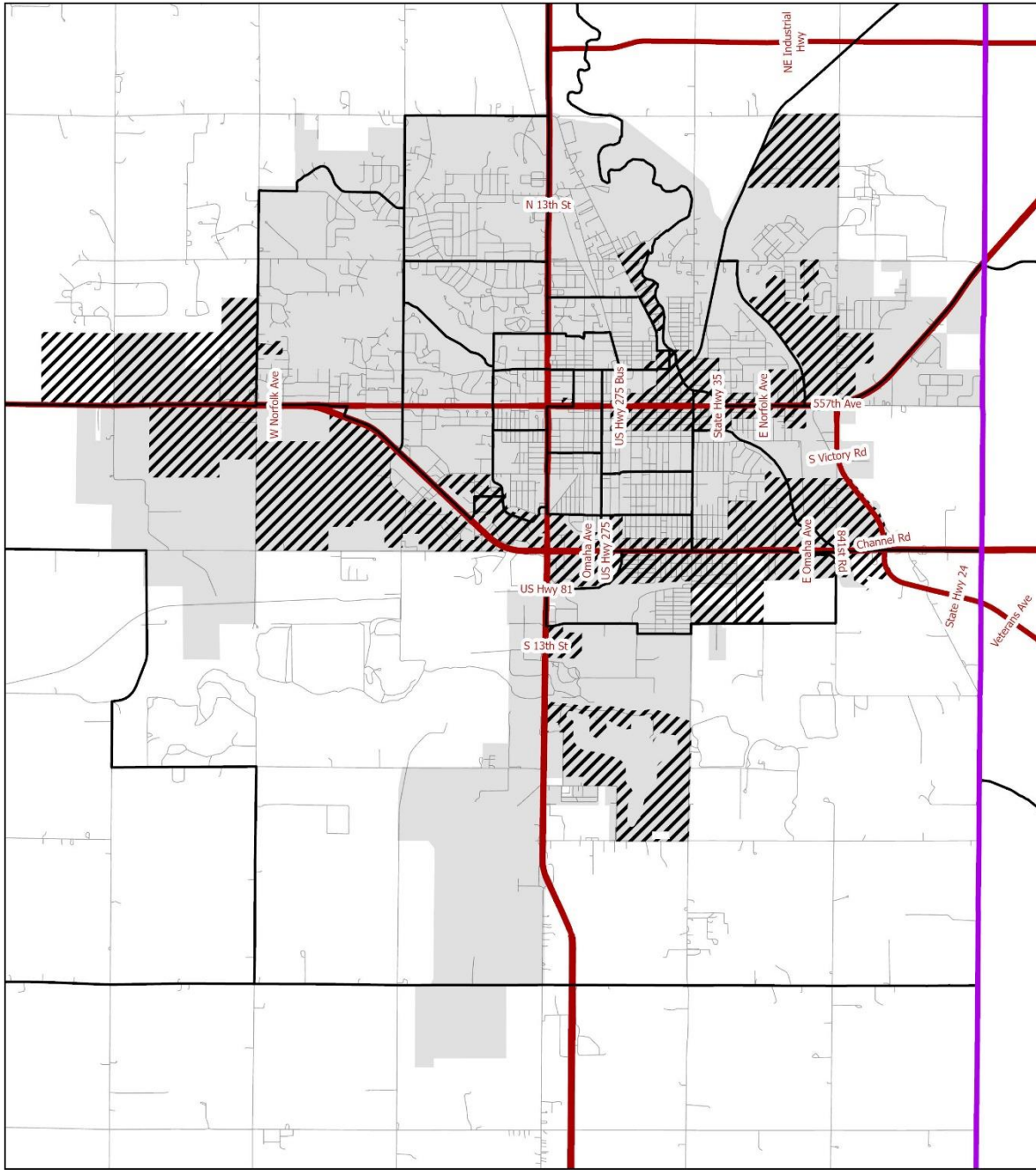
State statute does not direct how to operationalize census boundaries, margin of errors, and confidence intervals etc. that are often inconsistent with blight/project areas. Therefore, Information Art overlaid these three facets/areas (i.e., approved blight, 20%+ poverty, 200%+ of Nebraska's unemployment rate) and delineated areas where the three intersected as a reasonable implementation effort. Information Art presents for consideration a proposed extremely blighted area. See 'Qualifying Area Review: Focused Area' and 'Proposed Extremely Blighted Area' in the appendix.

The Proposed Extremely Blight Area is in Block Group 311199606001 (i.e., Tract 960600, Block 1)

### Appendix Images:

1. Approved Blighted & Substandard Areas
2. Employment Study Area
3. Poverty Study Area
4. Qualifying Area Review: Focused Area
5. Proposed Extremely Blighted Area
6. Assessor Parcel Review
7. Proposed Extremely Blighted Area – Amended

Approved Blighted & Substandard Areas



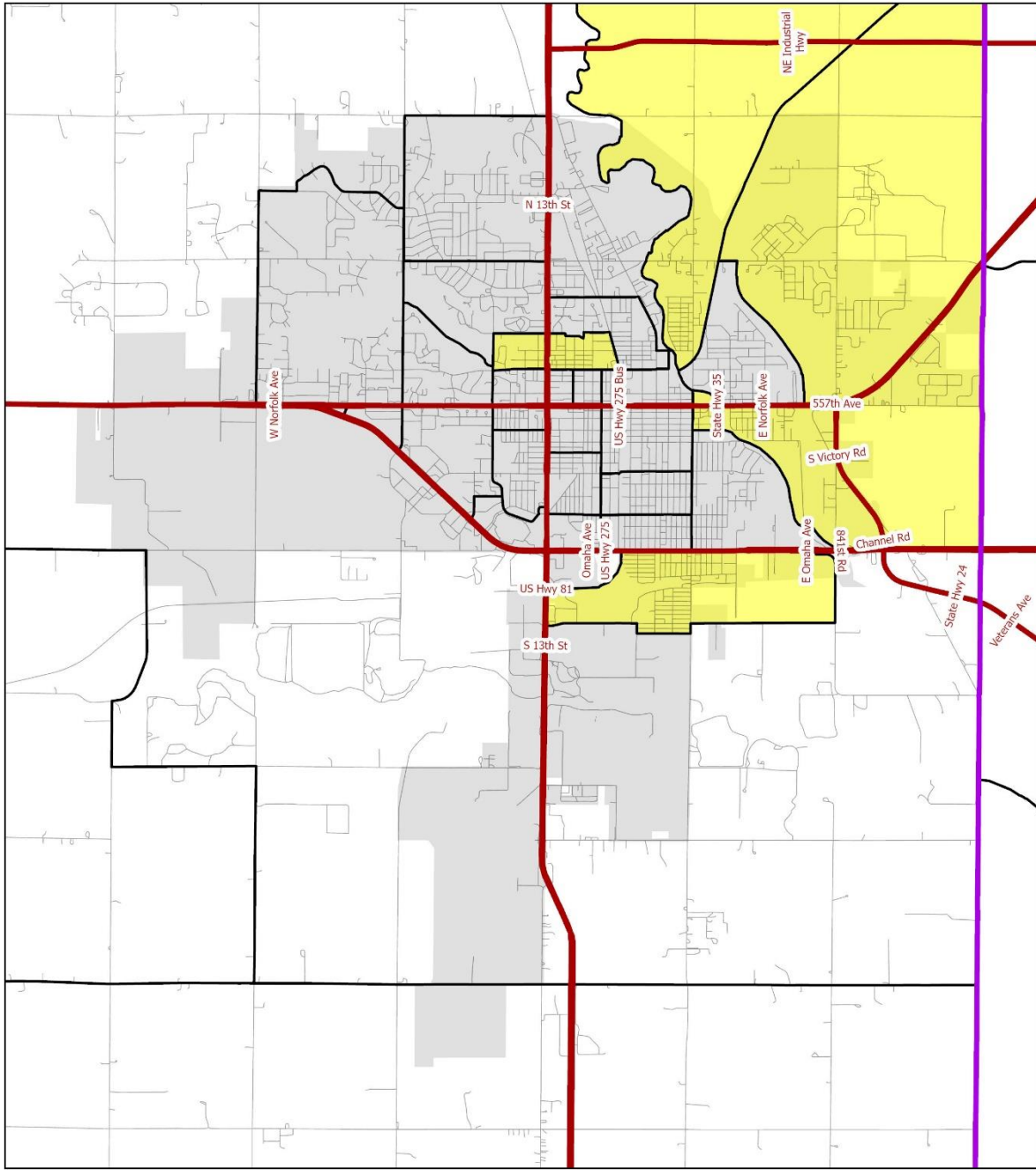
City of Norfolk: Blight and Substandard Area Review

-  County Boundary
-  Primary Roads
-  Blight and Substandard Areas
-  Norfolk City Limits

0 0.33 0.65 1.3 Miles

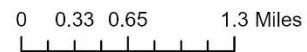


# Employment Study Area

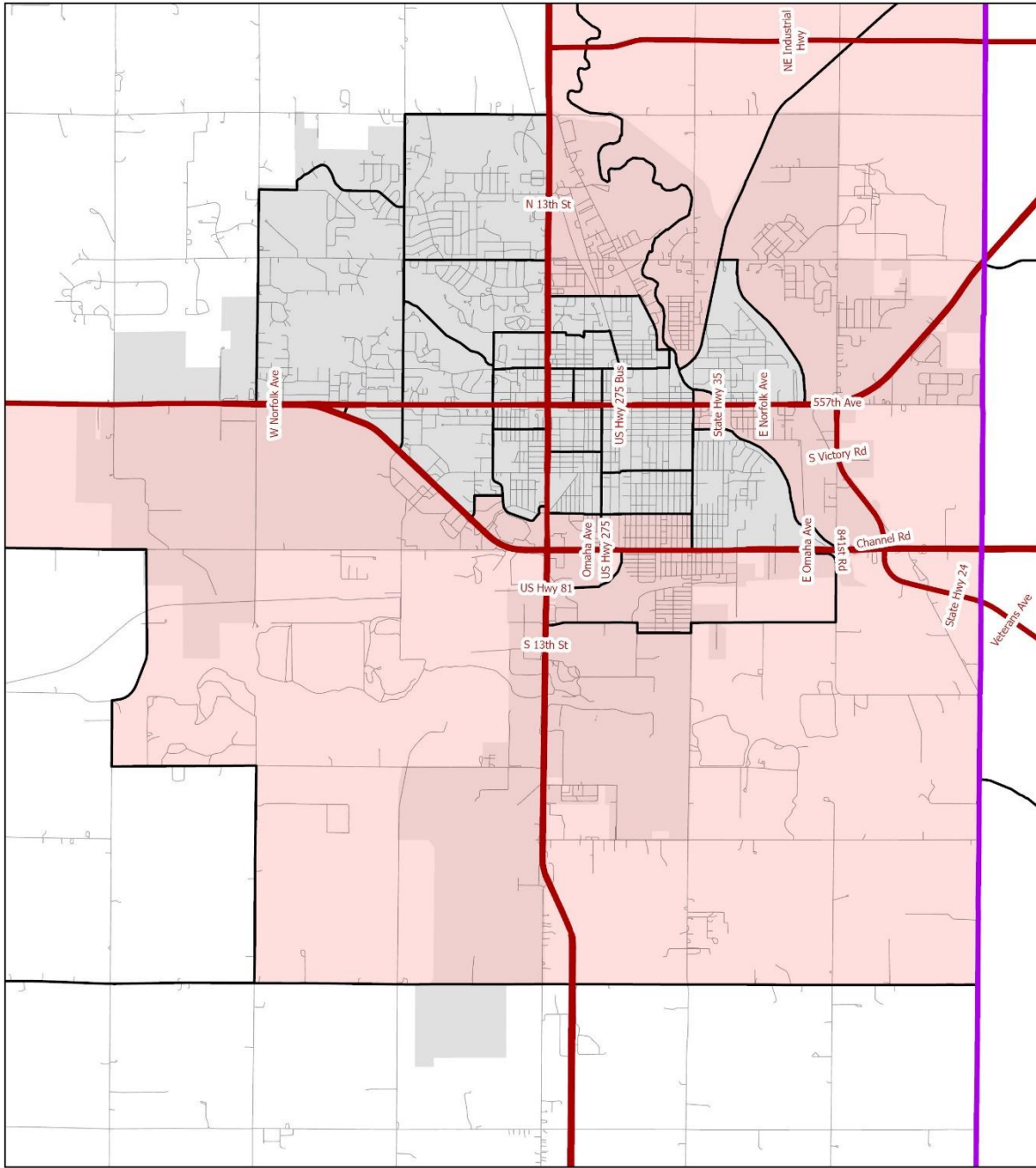


## City of Norfolk: Unemployment Review

- ▬ County Boundary
- ▬ Primary Roads
- Area Avg Unemployment (6.9%) > 200% NEBR Unemployment Rate (3.17%, 200% = 6.14%)
- Norfolk City Limits

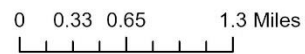


Poverty Study Area

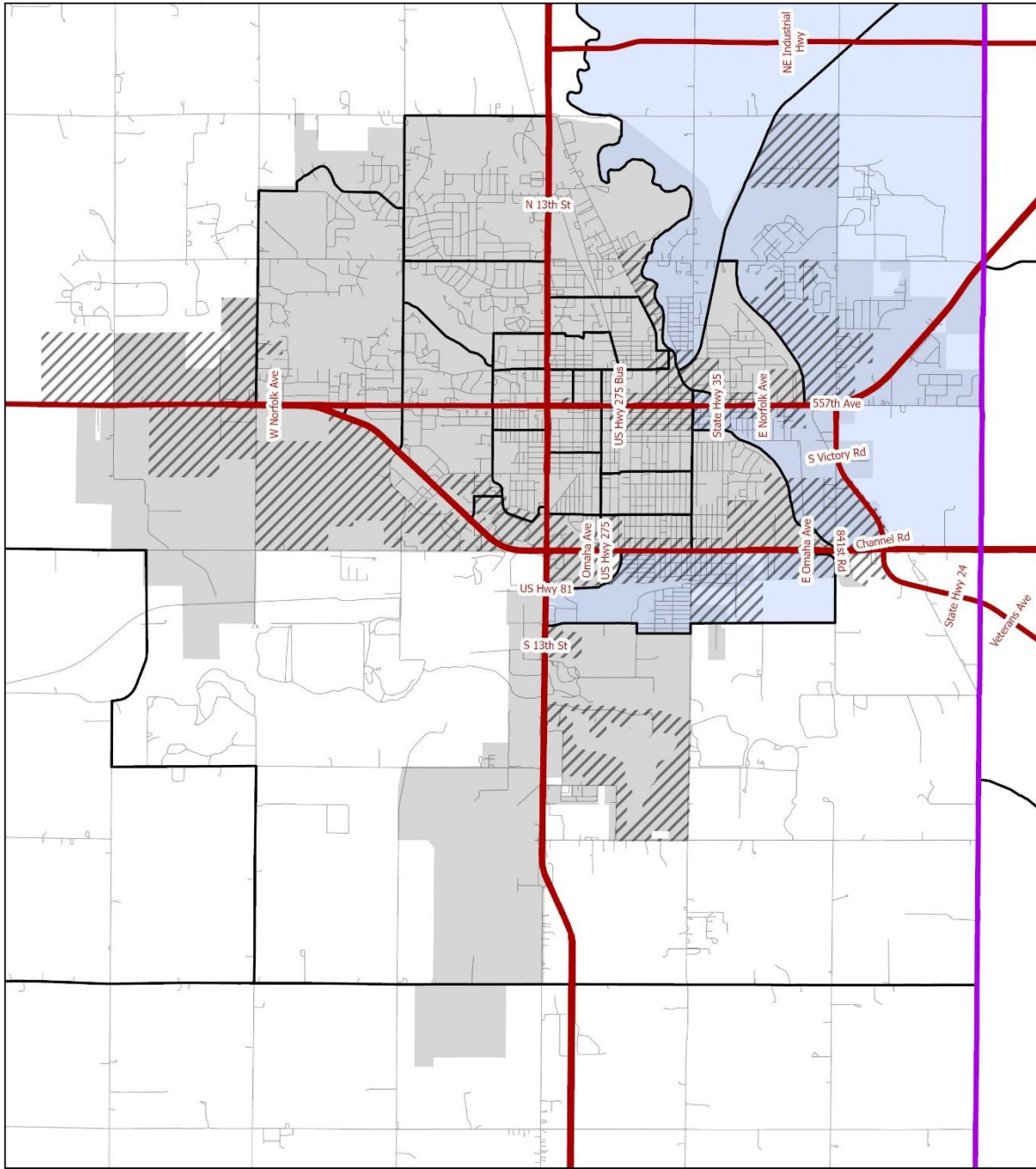


City of Norfolk: Poverty Review

- County Boundary
- Area Poverty > 20% (21.4%)
- Primary Roads
- Norfolk City Limits



Qualifying Area Review: Focused Area



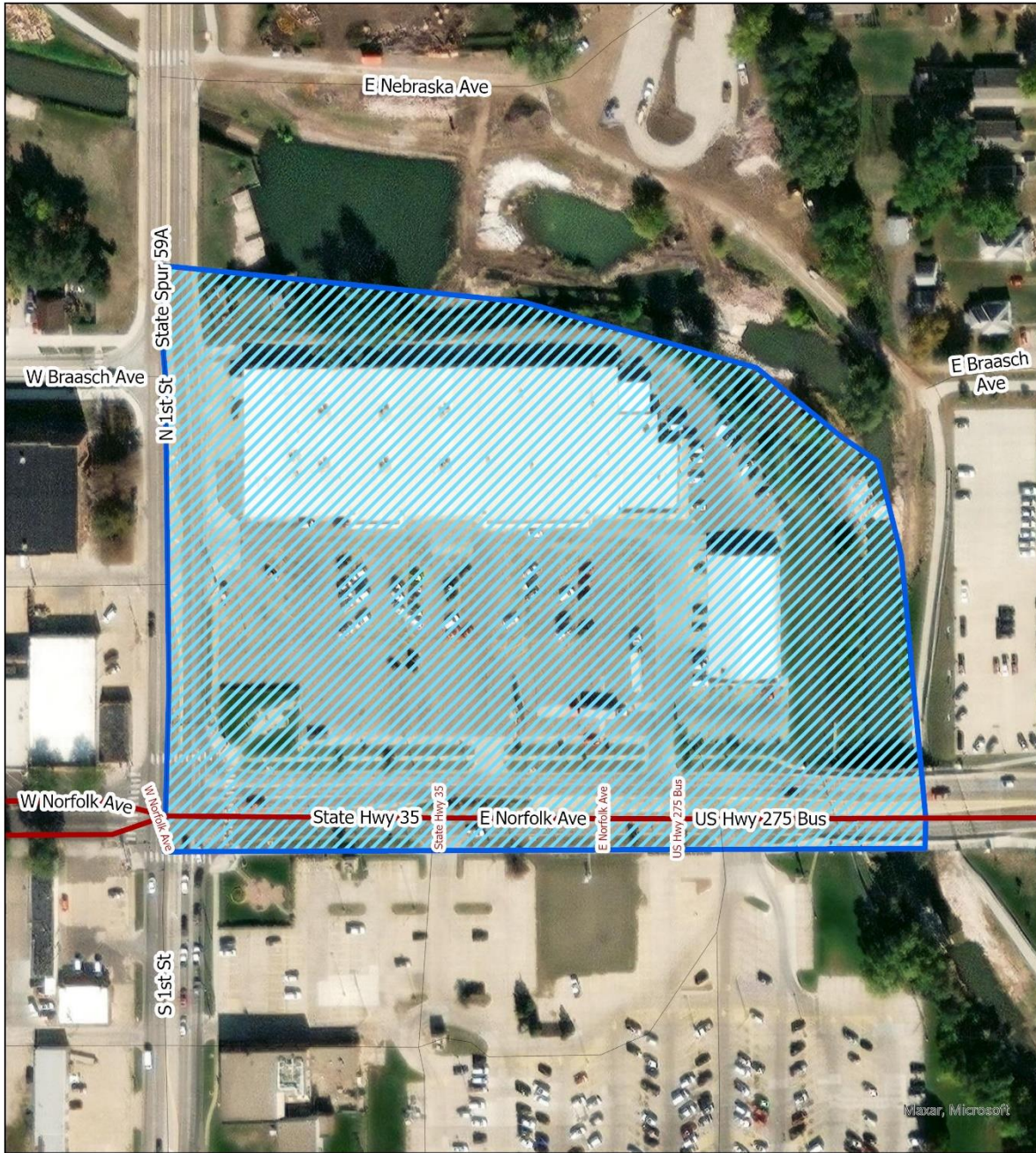
City of Norfolk: Existing Blighted Areas & Qualifying Area, 2022 US Census ACS Five-year data

- County Boundary
- Extreme Blight Qualifying Areas
- Primary Roads
- Norfolk City Limits
- Blight and Substandard Areas



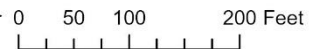


Proposed Extremely Blighted Area

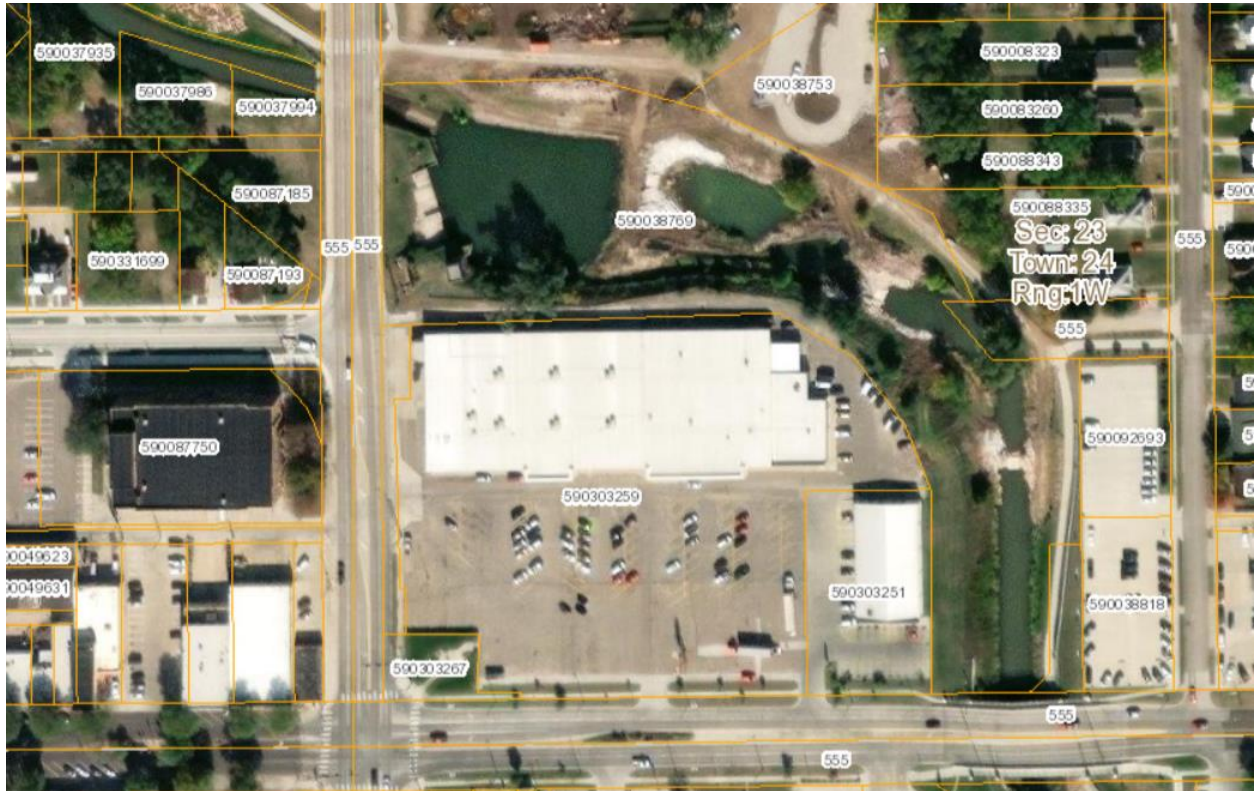


City of Norfolk: Proposed Extremely Blight Area

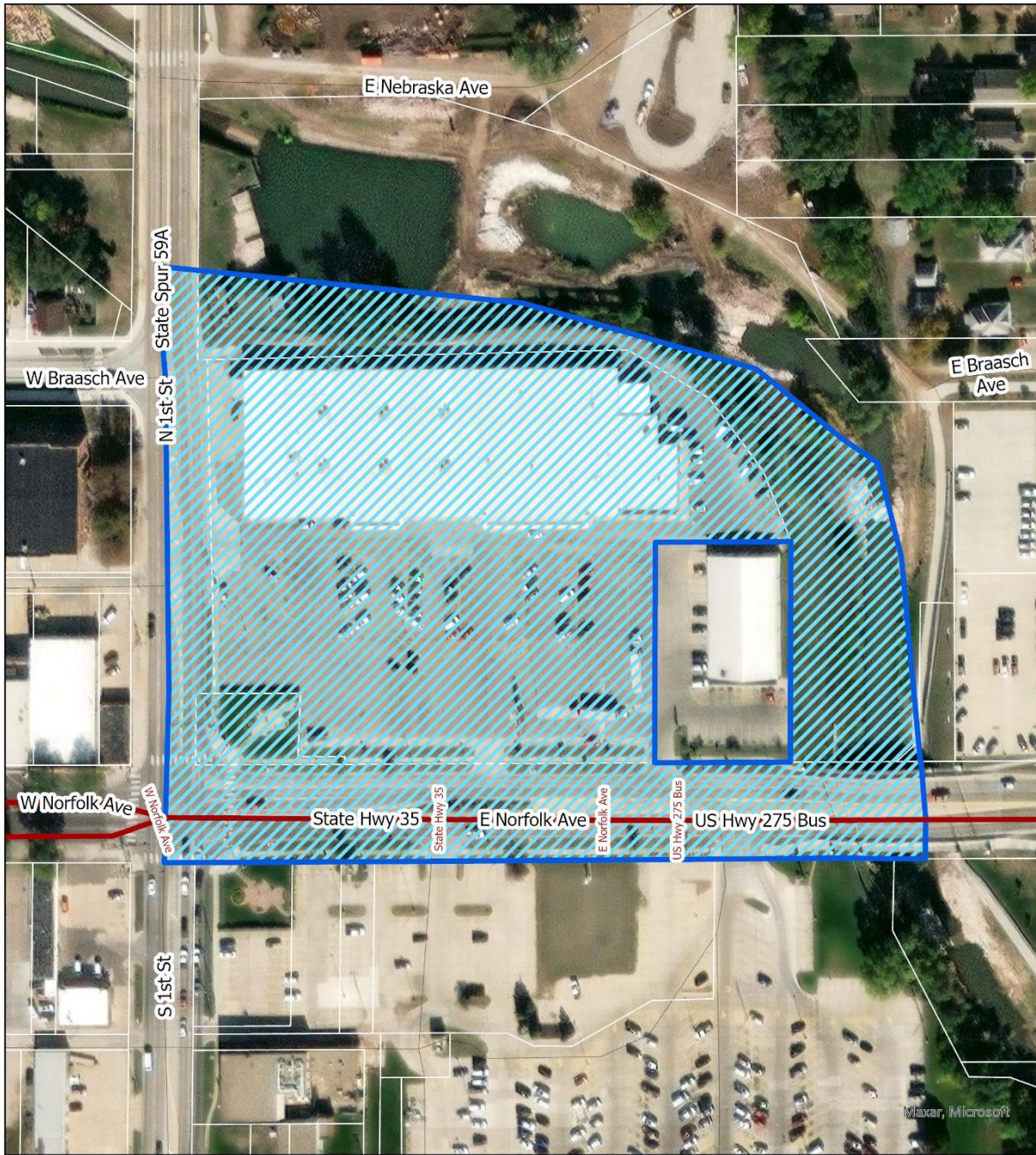
- Primary Roads
- Roads - Madison County
- Proposed Extreme Blight Area



Assessor Parcel Review

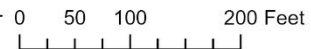


Proposed Extremely Blighted Area – Amended



City of Norfolk: Proposed Extremely Blight Area Update

- Primary Roads
- Roads - Madison County
- ▨ Proposed Extreme Blight Area



AMENDMENT TO AGREEMENT  
FOR  
ENGINEERING SERVICES

WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into an Agreement on November 21, 2022 to perform engineering services for City of Norfolk, Nebraska, a Municipal Corporation ("City");

The City desires to amend this Agreement in order for HDR to perform services beyond those previously contemplated;

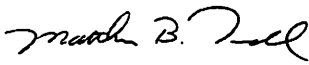
HDR is willing to amend the agreement and perform the additional engineering services.

NOW, THEREFORE, HDR and City do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below;

- Section II – Compensation, subparagraph A shall be replaced with the following:
  - A. **Basic Services.** Engineer shall be paid the actual time of personnel performing such services on an hourly cost basis times a factor of 3.175 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 fee not to exceed including reimbursable expenses for this contract is \$562,764.
- The Scope of Services attached to the original agreement shall be amended by including the additional scope of services, attached to this amendment hereto, under Task 400 – 60% Design. Attached with the additional scope of services is a revised fee proposal (Attachment A) and a revised schedule (Attachment B).

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

HDR ENGINEERING, INC. ("HDR")	_____ ("_____")
By: <u></u>	By: _____
Title: <u>Senior Vice President</u>	Title: _____
Date: <u>Mar 22, 2024</u>	Date: _____

### **SCOPE OF SERVICES – Geotechnical**

Additional SCOPE OF SERVICES for Revised Phase 3A Geotechnical Effort:

#### **TASK SERIES 420 – GEOTECHNICAL INVESTIGATION AND DESIGN**

**Objective:** 60% Design of underseepage mitigation and slope stability mitigation to support FEMA Certification of the Right Bank - Norfolk Levee. Review and revise information presented in previously submitted Phase 2A report.

**HDR Activities:** **Geotechnical Design and Analysis**

- **Slope Stability Mitigation**
  - Perform slope stability for mitigation design at one location (1 analysis section assumed at Right Bank (RB) Levee Station 118+75).
- **Underseepage mitigation alternatives refinement (5 locations)**
  - Perform underseepage analyses for 5 locations (RB Levee Stations 118+75, 246+00, 260+00, 275+00, and 290+00) where seepage mitigation is needed. Up to 11 analysis sections (1 to 3 sections per location) are assumed to define the start and end limits of seepage mitigation (channel infill or graded filter) near RB Levee Stations 118+75, 246+00, 260+00, 275+00, and 290+00.
- **Underseepage Evaluation at Drop Structure (1 location near RB Levee Station 236+50)**
  - Perform underseepage analysis at 1 analysis section.
- **Review and revise underseepage analyses from Phase 2A (8 locations).**
  - Review and revise up to 8 analysis sections (Locations identified in Phase 2A as not requiring underseepage mitigation).
- **Geotechnical review and evaluation of culvert replacements (2 locations).**
  - Provide lateral earth pressures for use in design of outlet headwalls.
  - Prepare axial capacity versus depth charts for H piles.
  - Provide recommendations for construction.

**Geotechnical Report Preparation**

- Prepare a draft and final geotechnical report.
- Prepare geotechnical report figures.
- Perform quality control (QC) review of geotechnical report.

**Task Deliverables:** Geotechnical Investigation and Design Report Alternative (1 draft and 1 final)

**Key Understandings  
and Assumptions:**

- The design of underseepage mitigation will not be required for the drop structure.
- Mitigation recommended in Phase 2B, will be the alternatives selected for Final Design.
- Cost estimating (if desired) will be performed as a separate task.
- Levee cross-sections will be prepared by HDR at 25-foot intervals under a separate task. It is assumed that cross-sections will be in AutoCad format and include existing ground with bathymetric survey extending riverward from the levee centerline 300 feet and landward 500 feet.
- Documentation for USACE 408 Submittal support and Emergency Action Plan (EAP) is not included in this scope of work.
- Revision of locations identified in Phase 2A as not requiring mitigation assumes that the design of underseepage mitigation will not be required.

**CITY OF NORFOLK  
NORFOLK LEVEES RECERTIFICATION - PHASE IIIA (60% DESIGN, PERMITTING)  
FEE ESTIMATE - REV FEB 2024**

TASKS	Labor																	Expenses				Subconsultant Costs (Thiele, JED, Midwest NOW)	Est. Total Cost			
	Project Manager	QC, Senior Advisor	Senior Civil	Mid Level Civil	Senior Hydraulics	Mid Level Hydraulics	Senior Geotechnical	Mid Level Geotechnical	Mid Level Structural	Senior Environmental	Environmental Scientist	GIS	CADD	Technical Editor	Accounting	Clerical	Total Hours	Total Labor Cost	Printing	Travel	Misc.			Total Expenses		
Blended 2023/2024 Hourly Rates																										
	\$ 227.00	\$ 236.00	\$ 215.00	\$ 118.00	\$ 245.00	\$ 139.00	\$ 248.00	\$ 122.00	\$ 156.00	\$ 208.00	\$ 136.00	\$ 147.00	\$ 142.00	\$ 120.00	\$ 126.00	\$ 92.00										
<b>TASK 100 - PROJECT MANAGEMENT AND SUBCONSULTANT COORDINATION</b>																										
110 Project Management (12 months)	120		16														12	24	172	\$34,400			\$0	\$34,400		
120 City Kick-Off Meeting				12															48	\$8,748			\$0	\$8,748		
Estimated Task Hours Subtotal	120	0	16	12	0	0	0	0	0	0	0	0	0	0	0	0	12	24	220				\$0	\$23,148		
Estimated Task Cost Subtotal	\$29,964	\$0	\$3,440	\$1,416	\$1,960	\$0	\$0	\$976	\$0	\$1,672	\$0	\$0	\$0	\$0	\$1,512	\$2,208			\$43,148	\$0	\$0	\$0	\$0	\$43,148		
<b>TASK 200 - DATA COLLECTION AND COORDINATION</b>																										
210 City Coordination (4 meetings - 2 in person, 2 virtual)	24		24	4				8	2	16									78	\$13,892	\$100	\$900	\$1,000	\$14,892		
220 Internal Coordination (Monthly meetings for 12 months)	36		24	16				16	16	16									124	\$22,716				\$22,716		
230 Agency Coordination	18		10	4				4	4	20		22							82	\$14,530	\$100	\$175	\$275	\$14,805		
240 USACE Repairs and Observations	4		10					4		\$2,578									18	\$2,578			\$0	\$2,578		
250 Site Visits	40		40	8				24	16	8									136	\$22,856	\$200	\$4,000	\$4,200	\$27,056		
260 Coordinate Design Level Geotechnical Subsurface Investigation																			0	\$0	\$100	\$1,000	\$1,100	\$48,900		
270 Coordinate Design Level Topographic Survey Data	8		24																40	\$6,368			\$0	\$37,485		
280 Complete Environmental Field Work																			160	\$24,680	\$100	\$3,640	\$500	\$4,240	\$28,920	
Estimated Task Hours Subtotal	130	0	8	132	32	0	0	56	38	100	142	0	0	0	0	0	0	0	638					\$105,718		
Estimated Task Cost Subtotal	\$28,510	\$0	\$1,720	\$15,576	\$7,840	\$0	\$0	\$6,832	\$5,928	\$20,900	\$18,312	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$107,678	\$600	\$8,715	\$500	\$16,815	\$88,388	\$205,718	
<b>TASK 300 - PRELIMINARY DESIGN</b>																										
310 Create CADD and GIS Basefiles																			16	24				\$0	\$5,760	
320 Complete Preliminary Design	8	8		40	2			24	16										40	\$7,360				\$0	\$7,360	
330 Complete Hydraulic Assessment	4			12	40			24	16										142	\$27,438				\$0	\$27,438	
Estimated Task Hours Subtotal	8	12	0	40	14	40	8	24	16	0	0	0	0	0	0	0	0	0	238					\$0	\$38,638	
Estimated Task Cost Subtotal	\$1,816	\$2,832	\$0	\$4,720	\$3,420	\$5,560	\$1,884	\$2,928	\$2,496	\$0	\$0	\$2,352	\$4,520	\$0	\$0	\$0	\$0	\$0	\$36,438	\$0	\$0	\$0	\$0	\$0	\$38,638	
<b>TASK 400 - Final Design</b>																										
410 Complete 60% Design and Drawing Development	8		16	60			8	48	24			156							336	\$48,208	\$100	\$1,000	\$1,100	\$50,308		
Utility Coordination				40															44	\$5,580				\$0	\$5,580	
Railroad Coordination	4		12	24						4									44	\$6,944				\$0	\$6,944	
Soil Course Coordination (through all design phases)	16		4	40							16								76	\$11,064	\$100	\$1,000	\$1,100	\$13,664		
Coordinate Specifications Edits	8		16	40				24	8										120	\$18,056				\$0	\$18,056	
QC			12	16	40														12	\$2,832				\$0	\$2,832	
Prepare OPCC				16	40				4										68	\$9,760				\$0	\$9,760	
420 Update Geotech Analysis and Report																			200	\$53,280				\$0	\$53,280	
Estimated Task Hours Subtotal	26	12	44	244	0	0	100	200	40	0	24	156	24	0	0	0	0	0	1,850					\$0	\$157,428	
Estimated Task Cost Subtotal	\$4,172	\$2,832	\$14,420	\$24,784	\$0	\$0	\$24,800	\$42,312	\$4,240	\$0	\$0	\$3,528	\$2,752	\$2,880	\$0	\$0	\$0	\$0	\$156,328	\$200	\$1,000	\$0	\$1,200	\$0	\$157,428	
<b>TASK 500 - PERMITTING AND A / THROUIZATION REQUESTS</b>																										
510 Early Agency Coordination	8																		44	\$7,196				\$0	\$7,196	
520 Environmental Resources Evaluations		8																	16	\$11,680				\$0	\$11,680	
530 NEPA	8	32								64	200	24		24					352	\$56,352	\$1,000		\$1,000	\$0	\$57,352	
530.1 Prepare DPP REC			4							36	4								52	\$8,100				\$0	\$8,100	
540 Section 404 Pre-App			8							32	100	12		8					160	\$24,900				\$0	\$24,900	
550 Section 408 Pre-Submittal	8			16						8	24	12		4					80	\$12,504				\$0	\$12,504	
560 Floodplain Permit Application																			0	\$0				\$0	\$0	
570 SWPPP/NOI																			0	\$0				\$0	\$0	
Estimated Task Hours Subtotal	24	42	8	24	0	0	0	0	0	128	420	64	0	44	0	0	0	0	784					\$0	\$121,832	
Estimated Task Cost Subtotal	\$5,448	\$12,272	\$1,720	\$2,832	\$0	\$0	\$0	\$0	\$0	\$26,752	\$57,120	\$8,408	\$0	\$3,280	\$0	\$0	\$0	\$0	\$120,832	\$1,000	\$0	\$0	\$1,000	\$0	\$121,832	
<b>TASK 600 - ROW COORDINATION</b>																										
610 Prepare ROW Strip Maps																			0	\$0				\$0	\$0	
620 Prepare ROW Tract Maps																			0	\$0				\$0	\$0	
630 Complete Title Searches, Negotiate ROW, and Execute Record																			0	\$0				\$0	\$0	
Estimated Task Hours Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	
Estimated Task Cost Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
<b>TASK 700 - BID PHASE SERVICES</b>																										
710 Prepare for Advertisement																			0	\$0				\$0	\$0	
720 Provide Responses to Potential Bidder Questions																			0	\$0				\$0	\$0	
Prepare and Submit One (1) Addendum																			0	\$0				\$0	\$0	
Prepare for and Attend Pre-Bid Meeting																			0	\$0				\$0	\$0	
Evaluate Submitted Bids																			0	\$0				\$0	\$0	
Estimated Task Hours Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	
Estimated Task Cost Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
<b>TOTAL HOURS</b>	230	76	100	452	34	40	108	454	84	236	562	104	216	88	12	24	2,916	0	0	0	0	0	0	0	0	
<b>TOTAL COST</b>	\$ 74,810	\$ 17,808	\$ 21,500	\$ 53,328	\$ 13,230	\$ 5,960	\$ 26,724	\$ 52,848	\$ 14,664	\$ 48,324	\$ 76,432	\$ 16,288	\$ 30,872	\$ 4,190	\$ 1,612	\$ 2,208	\$ 0	\$ 0	\$ 44,464	\$ 1,200	\$ 10,715	\$ 500	\$ 13,015	\$ 0	\$ 85,281	\$ 642,740

CITY OF NORFOLK LEVEE  
PHASE IIIA FINAL DESIGN SCOPE OF SERVICES SCHEDULE

Task Series	Task	January-23	February-23	March-23	April-23	May-23	June-23	July-23	August-23	September-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24
100-Project Management															
	110-Project Management														
	120-City Kickoff Meeting								Temporary Project Hold until Geotech Drilling						
200-Data Collection and Coordination															
	210-City Coordination														
	220-Internal Coordination														
	230-Agency Coordination														
	240-Collect USACE Repairs Documentation														
	250-Site Visits														
	260-Geotechnical Subsurface Investigation														
	270-Topographic Survey														
	280-Environmental Field Work														
300-Preliminary Design															
	310-CADD and GIS Basefiles														
	320-Preliminary Design														
	340-Hydraulic Reevaluation														
400-Final Design															
	410-1-60% Design														
	410-2-Utility Coordination														
	410-2-Railroad Coordination														
	410-3-Golf Course Coordination														
	410-4-60% Specifications														
	410-5-60% QC + Revisions														
	410-6-60% DPCC														
	420-Update Geotechnical Analysis														
500-Preliminary Permitting and Authorization Requests															
	510-Early Agency Coordination														
	520-Environmental Evaluation + Documentation														
	530-1-NEPA Prelim Draft EA														
	530-1-DPP REC														
	540-1-Submit 404 Permit Pre-App														
	550-1-408 60% Pre-Submittal														



CITY OF NORFOLK LEVEE  
PHASE IIIA FINAL DESIGN SCOPE OF SERVICES SCHEDULE

Task Series	Task	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24
<b>100-Project Management</b>											
	110-Project Management										
	120-City Kickoff Meeting										
<b>200-Data Collection and Coordination</b>											
	210-City Coordination										
	220-Internal Coordination										
	230-Agency Coordination										
	240-Collect USACE Repairs Documentation						404 and 408 Pre-App Meetings				
	250-Site Visits										
	260-Geotechnical Subsurface Investigation										
	270-Topographic Survey										
	280-Environmental Field Work										
<b>300-Preliminary Design</b>											
	310-CADD and GIS Basefiles										
	320-Preliminary Design										
	340-Hydraulic Reevaluation										
<b>400-Final Design</b>											
	410-1-60% Design										
	410-2-Utility Coordination										
	410-2-Railroad Coordination										
	410-3-Golf Course Coordination										
	410-4-60% Specifications										
	410-5-60% QC + Revisions										
	410-6-60% OPCC										
	420-Update Geotechnical Analysis										
<b>500-Preliminary Permitting and Authorization Requests</b>											
	510-Early Agency Coordination										
	520-Environmental Evaluation + Documentation										
	530-1-NEPA Prelim Draft EA										
	530-1-DPP REC										
	540-1-Submit 404 Permit Pre-App										
	550-1-408 60% Pre- Submittal										

**ADVERTISEMENT FOR BIDS**

**City of Norfolk  
Norfolk, Nebraska**

The City of Norfolk is requesting Bids for the construction of the following Project:

**Water Pollution Control Plant Improvements  
Olsson Project 021-00822**

Bids for the construction of the Project will be received by City of Norfolk at 309 N. 5<sup>th</sup> Street, Norfolk, Nebraska 68701-4092 until **May 23, 2024** at 1:00 p.m. local time. At that time the Bids received will be publicly opened and read.

The Project includes the following Work:

Bid – The project is briefly described as follows: Select demolition activities at the existing treatment facility that include; pre-aeration basin, grit facilities and piping, and lift station equipment and piping, associated site concrete and/or structures, grating, stairs, associated piping, valves, and controls; miscellaneous mechanical/electrical equipment, and site modifications. Construction of a Grit building and grit equipment, rehabilitation of north lift station and primary clarifier #2. Work will require bypass pumping.

A complete set of electronic plans, specifications, contract documents and proposal form **MUST** be obtained from either: 1) [www.questcdn.com](http://www.questcdn.com) for a fee of \$15 (nonrefundable). Once logged into the site, insert eBidDoc number 8294485 (Norfolk, Water Pollution Control Improvements) OR 2) Olsson at 2111 South 67<sup>th</sup> St, Suite 200, Omaha, NE for a fee of \$150 (nonrefundable).

The Issuing Office for the Bidding Documents is:

**Olsson  
2111 South 67<sup>th</sup> Street, Suite 200  
Omaha, Nebraska 68106**

Bid security shall be furnished in accordance with the Instruction to Bidders. The check(s) or bond(s) shall be made payable to City of Norfolk, as security that the bidder(s) to whom the award(s) are made will enter into contract to build the improvements bid upon and furnish the required bonds and insurance.

The City of Norfolk reserves the right to accept any bid which it deems most advantageous to the Owner, and to reject any or all bids submitted and to hold as many bids as it desires for consideration for a period of sixty days after the bids are open.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

Owner: **City of Norfolk**

By: **Brianna Duerst, City Clerk**

Advertised in the *Norfolk Daily News* on dates: April 4, 11, 18, 25; May 2, 9, 16

March 19, 2024

Honorable Mayor  
and  
City Council

Dear Mayor and Council:

On March 19, 2024 the Norfolk Planning Commission reviewed the waiver of subdivision requirements submitted by Todd and Cheryl Luedeke.

The waiver of minimum subdivision sidewalk requirements is requested from those set out in Chapter 23-42, of the City Code of Norfolk, on property addressed as 3530 E. Highway 24.

The Planning Commission recommends approval of the sidewalk waiver request with a 5-0 vote.

Sincerely,



Dirk Waite, Chair  
Norfolk Planning Commission

City of Norfolk 309 N. 5th Norfolk, NE 68701

RESOLUTION NO. 2024-17

**WHEREAS**, Todd and Cheryl Luedeke, have filed an application for a temporary waiver of subdivision requirements outlined by the Norfolk City Code 23-48 relative to sidewalk installation on property located at 3530 E Highway 24.; and

**WHEREAS**, the Norfolk Planning Commission, on the 19th day of March, 2024, reviewed the applicants' request for a temporary waiver and forwarded their recommendation to the Mayor and City Council; and

**NOW, THEREFORE**, in consideration of the above 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 Todd and Cheryl Luedeke are approved for a temporary waiver from sidewalk installation requirements detailed in the Subdivision Regulations of the Norfolk City Code, at property located at 3530 E. Highway 24, more particularly described as:

Lot 1, Sherbeck Subdivision, Stanton County, Nebraska

**BE IT RESOLVED** by the Mayor and City Council that the following conditions are hereby attached to said temporary waiver as follows:

1. That said temporary waiver is in effect until sidewalks are installed in the abutting area. Any modification or extension of said temporary waiver shall have to be approved by the Mayor and City Council after recommendation by the Norfolk Planning Commission.
2. The site plan of the development shall include provisions and grading for future sidewalk installation. This area shall remain free from landscaping or other land development that would prohibit future sidewalk installation.

3. The City Council reserves the right to request the installation of sidewalks at any time, regardless of this or any other waiver.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

ATTEST:

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

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

Acknowledgement

State of Nebraska        }  
County of Madison       }    ss

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by

Josh Moenning, Mayor, and Brianna Duerst, City Clerk, both on behalf of the City of Norfolk, NE.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

ORDINANCE NO. 5873

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF BOND ANTICIPATION NOTES OF THE CITY OF NORFOLK, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED FOUR HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$485,000) FOR THE PURPOSE OF PROVIDING INTERIM FINANCING TO PAY THE COST OF WATER IMPROVEMENTS IN WATER EXTENSION DISTRICT NO. 129, PENDING THE ISSUANCE OF PERMANENT GENERAL OBLIGATION VARIOUS PURPOSE BONDS OF THE CITY; PRESCRIBING THE FORM OF SAID NOTES; AGREEING TO ISSUE THE CITY'S GENERAL OBLIGATION VARIOUS PURPOSE BONDS TO PAY THE NOTES AT MATURITY OR TO PAY THE NOTES FROM OTHER AVAILABLE FUNDS; AUTHORIZING OFFICERS OF THE CITY TO MAKE ARRANGEMENTS FOR THE SALE OF THE NOTES AND TO DESIGNATE THE FINAL TERMS, RATES AND MATURITY SCHEDULE FOR SAID NOTES WITHIN STATED PARAMETERS; AUTHORIZING OFFICERS OF THE CITY TO MAKE ARRANGEMENTS FOR THE SALE OF THE NOTES; AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. The Mayor and Council hereby find and determine that the City of Norfolk, Nebraska (the "City") has by ordinance created Water Extension District No. 129; that the City is authorized to construct improvements in said district (the "Project"); that for purposes of paying the costs of the Project the City is authorized to issue temporary financing pursuant to Section 19-2405, R.R.S. Neb. 2012, as amended; that the City has contracted for the Project; that the estimated cost for work and other related costs in said district and requiring financing as described above is not less than \$485,000.

Section 2. The Mayor and Council further find and determine that it is therefore necessary and advisable that the City issue its notes pending permanent financing pursuant to Sections 18-1801 and 18-1802, R.R.S. Neb. 2012, as amended; that pursuant to Section 10-137, R.R.S. Neb. 2012, the City is authorized to issue notes for the purpose of providing temporary financing for the costs of the improvements in said district and payment of the cost of issuing the notes herein authorized; that all conditions, acts and things required by law to exist or to be done precedent to the issuance of bond anticipation notes in the aggregate amount of not to exceed \$485,000 to pay such total estimated costs in said district do exist and have been done as required by law.

Section 3. For the purpose of providing interim financing for the purposes as set out in Section 1 pending the issuance of permanent general obligation various purpose bonds by the City of Norfolk, there

shall be and there are hereby ordered issued notes of the City of Norfolk, Nebraska, to be known as General Obligation Bond Anticipation Notes, Series 2024 (the “Notes”), of the aggregate principal amount of not to exceed Four Hundred Eighty-Five Thousand Dollars (\$485,000), with said notes to become due no later than September 15, 2026, provided, that the Notes shall mature on such dates and in such amounts and bear interest at such rates per annum as shall be determined in a written designation (the “Designation”) signed by the Mayor or the City Treasurer (each, an “Authorized Officer”) on behalf of the City, which Designation may also determine or modify the principal amount or maturity date of the Notes, mandatory redemption provisions (if any) and pricing terms as set forth in Section 9 hereof, all within the following limitations:

- (a) the aggregate principal amount of the Notes shall not exceed \$485,000 but may be reduced in principal amount;
- (b) the true interest cost on the Notes shall not exceed 5.25%;

The Authorized Officers are hereby authorized to make such determinations on behalf of the City and to evidence the same by execution and delivery of the Designation and such determinations shall constitute the action of the Mayor and Council without further action of the Mayor and Council.

The Notes shall be issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. The date of original issue for the Notes shall be the date of delivery thereof. Interest on the Notes shall be payable semiannually on March 15 and September 15 of each year commencing September 15, 2024 (or such other date or dates as provided in the Designation, each of said dates an “Interest Payment Date”), and the Notes shall bear such interest from the date of original issue or the most recent Interest Payment Date to which interest has been paid or provided for, whichever is later. The interest due on each Interest Payment Date shall be payable to the registered owners of record as of the close of business on the fifteenth day immediately preceding such Interest Payment Date (the “Record Date”), subject to the provisions of Section 5 hereof. The Notes shall be numbered from 1 upwards in the order of their issuance. The initial numbering and principal amounts for each of the Notes shall be designated by the City Treasurer as directed by the initial purchaser thereof. Payments of interest due on the Notes prior to maturity or early redemption shall be made by the Paying Agent and Registrar, as designated pursuant to Section 4 hereof, by mailing a check or draft in the amount due for such interest on each Interest Payment Date to the registered owner of each Note, as of the Record Date for such Interest Payment Date, to such

owner's registered address as shown on the books of registration as required to be maintained in Section 4 hereof. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with any unpaid interest accrued thereon, shall be made by said Paying Agent and Registrar to the registered owners upon presentation and surrender of the Notes to said Paying Agent and Registrar. The City and said Paying Agent and Registrar may treat the registered owner of any Note as the absolute owner of such Note for the purpose of making payments thereon and for all other purposes and neither the City nor the Paying Agent and Registrar shall be affected by any notice or knowledge to the contrary, whether such Note or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of any Note in accordance with the terms of this ordinance shall be valid and effectual and shall be a discharge of the City and said Paying Agent and Registrar, in respect of the liability upon the Notes or claims for interest to the extent of the sum or sums so paid.

Section 4. Unless otherwise provided in the Designation, the City Treasurer is hereby designated as Paying Agent and Registrar for the Notes. The City reserves the right in the discretion of the Mayor and Council to appoint a bank or trust company as successor to the City Treasurer in the capacity of Paying Agent and Registrar under the terms of an agreement to be approved at the time of any such designation. The Paying Agent and Registrar shall keep and maintain for the City books for the registration and transfer of the Notes at the City's offices. The names and registered addresses of the registered owner or owners of the Notes shall at all times be recorded in such books. Any Note may be transferred pursuant to its provisions at the offices of said Paying Agent and Registrar by surrender of such Note for cancellation, accompanied by a written instrument of transfer, in form satisfactory to said Paying Agent and Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Paying Agent and Registrar on behalf of the City will deliver at its office (or send by registered mail to the transferee owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of such transferee owner or owners, a new Note or Notes of the same interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the Notes by this ordinance, one such Note may be transferred for several such Notes of the same interest rate and maturity, and for a like aggregate principal amount, and several such Notes may be transferred for one or several such Notes, respectively, of the same interest rate and maturity and for a like aggregate principal amount.



In every case of transfer of a Note, the surrendered Note or Notes shall be canceled and destroyed. All Notes issued upon transfer of the Notes so surrendered shall be valid obligations of the City evidencing the same obligations as the Notes surrendered and shall be entitled to all the benefits and protection of this ordinance to the same extent as the Notes upon transfer of which they were delivered. The City and said Paying Agent and Registrar shall not be required to transfer any Note during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Note called for redemption for a period of 30 days next preceding the date fixed for redemption.

Section 5. In the event that payments of interest due on the Notes on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Notes as of a special date of record for payment of such defaulted interest as shall be designated by the Paying Agent and Registrar whenever monies for the purpose of paying such defaulted interest become available.

Section 6. If the date for payment of the principal of or interest on the Notes shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Norfolk, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 7. Unless otherwise provided in the Designation, the Notes of this issue shall be subject to redemption, in whole or in part, prior to maturity at the option of the City at any time on or after the date that is six months from the date of original issue, at par plus accrued interest on the principal amount redeemed to the date fixed for redemption. The City may select the Notes to be redeemed in its sole discretion, but Notes shall be redeemed only in amounts of \$5,000 or integral multiples thereof. Notes redeemed in part only shall be surrendered to the Paying Agent and Registrar in exchange for new Notes evidencing the unredeemed principal thereof. Notice of redemption of any Note called for redemption shall be given at the direction of the City by the Paying Agent and Registrar by mail not less than thirty days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of such Note at such owner's registered address. Such notice shall designate the Note or Notes to be redeemed by

number, the date of original issue and the date fixed for redemption and shall state that such Note or Notes are to be presented for prepayment at the office of the Paying Agent and Registrar. In case of any Note partially redeemed, such notice shall specify the portion of the principal amount of such Note to be redeemed. No defect in the mailing of notice for any Note shall affect the sufficiency of the proceedings of the City designating the Notes called for redemption or the effectiveness of such call for Notes for which notice by mail has been properly given and the City shall have the right to further direct notice of redemption for any such Note for which defective notice has been given.

Section 8. The Notes shall be in substantially the following form:



Mayor and Council of the City of Norfolk in strict compliance with Section 10-137, Reissue Revised Statutes of Nebraska, 2012, as amended.

The City hereby certifies and warrants that it has taken all actions necessary and appropriate for authorization of the construction of said improvements and agrees that the notes of this issue are special obligations of the City to be paid from the proceeds of bonds to be issued by the City, to the extent not paid from a levy of special assessment as provided in Section 19-2407, Reissue Revised Statutes of Nebraska, 2012, or from other available funds. The City reserves the right to issue additional bond anticipation notes to pay additional costs of said improvements or other improvements or to pay or redeem the notes of this issue.

This note is transferable by the registered owner or such owner's attorney duly authorized in writing at the office of the City Treasurer of Norfolk, Nebraska, as Paying Agent and Registrar, upon surrender and cancellation of this note and thereupon a new note or notes of the same aggregate principal amount will be issued to the transferee as provided in the ordinance authorizing said issue of notes, subject to the limitations therein prescribed. The City, the Paying Agent and Registrar and any other person may treat the person in whose name this note is registered as the absolute owner hereof for the purpose of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this note be overdue or not.

If the date for payment of the principal of or interest on this note shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Norfolk, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this note did exist, did happen and were done and performed in regular and due form and time as required by law and that the indebtedness of the City, including this note, does not exceed any limitation imposed by law.

This note shall not be valid for any purpose until the Certificate of Authentication hereon shall have been signed by the Paying Agent and Registrar.

IN WITNESS WHEREOF, the Mayor and Council of the City of Norfolk, Nebraska, have caused this note to be executed on behalf of the City with the signatures of its Mayor and City Clerk, both of which signatures may be facsimile signatures, and by having affixed hereto or imprinted hereon the City's seal, all as of the date of issue shown above.

THE CITY OF NORFOLK, NEBRASKA

(SEAL)

By: (Sample - Do not sign)

ATTEST: Mayor

(Sample - Do not sign)  
City Clerk

**CERTIFICATE OF AUTHENTICATION  
AND REGISTRATION**

This note is one of the series designated therein and has been registered to the owner named in said note and the name of such owner has been recorded in the books of record maintained by the undersigned as Paying Agent and Registrar for said issue of notes.

(Sample - Do not sign)  
City Treasurer,  
Paying Agent and Registrar  
for the City of Norfolk, Nebraska

(FORM OF ASSIGNMENT)

For value received, \_\_\_\_\_ hereby sells, assigns and transfers unto \_\_\_\_\_, (Social Security or Taxpayer I.D. No. \_\_\_\_\_) the within note and hereby irrevocably constitutes and appoints

\_\_\_\_\_  
\_\_\_\_\_, attorney, to transfer the same on the books of registration in the office of the within-mentioned Paying Agent and Registrar with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_

Registered Owner(s)

Signature Guaranteed  
By \_\_\_\_\_

Authorized Officer

Note: The signature(s) of this assignment **MUST CORRESPOND** with the name(s) as written on the face of the within note in every particular, without alteration, enlargement or any change whatsoever, and must be guaranteed by a commercial bank or a trust company or by a firm having membership on the New York, Midwest or other stock exchange.

Section 9. Each of the Notes shall be executed on behalf of the City with the facsimile signatures of the Mayor and the City Clerk and shall have imprinted thereon the City's seal. The Notes shall be issued initially as "book-entry-only" notes using the services of The Depository Trust Company (the "Depository"), with one typewritten bond per maturity being issued to the Depository. In such connection said officers of the City are authorized to execute and deliver a Letter of Representations (the "Letter of Representations") in the form required by the Depository (including in blanket form and counterparts), for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Notes. Upon the issuance of the Notes as "book-entry-only" bonds, the following provisions shall apply:

(a) The City and the Paying Agent and Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Notes as securities depository (each, a "Note Participant") or to any person who is an actual purchaser of a Note from a Note Participant while the Notes are in book-entry form (each, a "Beneficial Owner") with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Note Participant with respect to any ownership interest in the Notes,

(ii) the delivery to any Note Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Notes, including any notice of redemption, or

(iii) the payment to any Note Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Notes.

The Paying Agent and Registrar shall make payments with respect to the Notes only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Notes to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Note, except as provided in (e) below.

(b) Upon receipt by the Paying Agent and Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Paying Agent and Registrar shall issue, transfer and exchange Notes requested by the Depository in appropriate amounts. Whenever the Depository requests the Paying Agent and Registrar to do so, the Paying Agent and Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Notes or (ii) to make available Notes registered in whatever name or names the Beneficial Owners transferring or exchanging such Notes shall designate.

(c) If the City determines that it is desirable that certificates representing the Notes be delivered to the Note Participants and/or Beneficial Owners of the Notes and so notifies the Paying

Agent and Registrar in writing, the Paying Agent and Registrar shall so notify the Depository, whereupon the Depository will notify the Note Participants of the availability through the Depository of note certificates representing the Notes. In such event, the Paying Agent and Registrar shall issue, transfer and exchange note certificates representing the Notes as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this ordinance to the contrary, so long as any Note is registered in the name of the Depository or any nominee thereof, all payments with respect to such Note and all notices with respect to such Note shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

(e) Registered ownership of the Notes may be transferred on the books of registration maintained by the Paying Agent and Registrar, and the Notes may be delivered in physical form to the following:

(i) any successor securities depository or its nominee; or

(ii) any person, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section.

(f) In the event of any partial redemption of a Note unless and until such partially redeemed Note has been replaced in accordance with the provisions of this Ordinance, the books and records of the Paying Agent and Registrar shall govern and establish the principal amount of such Note as is then outstanding and all of the Notes issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced or upon termination by the City of book-entry-only form, the City shall immediately provide a supply of note certificates for issuance upon subsequent transfers or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Paying Agent and Registrar for issuance of replacement note certificates upon transfer or partial redemption, the City agrees to order printed an additional supply of note certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting officers. In case any officer whose signature or facsimile thereof shall appear on any Note shall cease to be such officer before the delivery of such Note (including any note certificates delivered to the Paying Agent and Registrar for issuance upon transfer or partial redemption), such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Note. The Notes shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar. The Notes shall be delivered to the Paying Agent and Registrar for registration and authentication. Upon execution, registration and authentication of the



Notes, they shall be delivered to the City Treasurer, who is authorized to deliver them to Piper Sandler & Co. (the “Underwriter”), as initial purchaser thereof, upon receipt of not less than 99.30% of the principal amount thereof, plus accrued interest, if any, to date of payment and delivery thereof. Said initial purchasers shall have the right to direct the registration of the Notes and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. Any of the Authorized Officers of the City are hereby authorized to approve, execute, and deliver a Note Purchase Agreement for and on behalf of the City. Such purchaser and its agents, representatives and counsel (including its bond counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the Notes, including, without limitation, authorizing the release of the Notes at closing.

Section 10. The City Clerk is hereby directed to make and certify a transcript of the proceedings of the City precedent to the issuance of said Notes which shall be delivered to the purchaser of said Notes.

Section 11. The City hereby covenants and agrees to take all steps necessary for the completion of the improvements described in Section 1 hereof in such a manner that upon completion the City will be authorized to issue and sell its General Obligation Various Purpose Bonds or other bonds to pay the costs of said improvements and hereby covenants and agrees to issue and sell its General Obligation Various Purpose Bonds or other bonds in a sufficient amount and at such times as will enable it to take up and pay off the Notes herein ordered issued, both principal and interest, at or prior to maturity, to the extent not paid from a levy of special assessment as provided in Section 19-2407, Reissue Revised Statutes of Nebraska, 2012, or from other available funds. The City reserves the right to issue additional bond anticipation notes for the purpose of paying further costs of the improvements described in Section 1 for the purpose of paying costs of further public improvements of the City and further reserves the right to issue such notes for purposes of paying or refunding the Notes herein authorized at or prior to maturity.

Section 12. The proceeds of the Notes of this issue shall be used to pay for the Project (including payment for interest on the Notes) and to pay issuance expenses for the Notes. The officers of the City (or any one or more of them) are hereby authorized to take all actions deemed necessary in connection with the issuance of the Notes.

Section 13. The holders of the Notes of this issue shall be subrogated to all rights of the holders of any claims which are paid from the proceeds of said Notes.

Section 14. The City hereby covenants to the purchasers and holders of the Notes hereby authorized that it will make no use of the proceeds of said Note issue, including monies held in any sinking fund for the Notes, which would cause the Notes to be arbitrage bonds within the meaning of Sections 103(b) and 148 of the Internal Revenue Code of 1986, as amended (the “Code”), and further covenants to comply with said Sections 103(b) and 148 and all applicable regulations thereunder throughout the term of said issue. The City hereby covenants and agrees to take all actions necessary under the Code to maintain the tax exempt status (as to taxpayers generally) of interest payable on the Notes.

Section 15. Each of the Authorized Officers is hereby authorized to approve, on behalf of the City, an official statement (which may include preliminary and final), or offering circular (which may include preliminary and final), as applicable, relating to the Notes. Such official statement shall be delivered in accordance with applicable securities laws.

Section 16. In order to promote compliance with certain federal tax and securities laws relating to the Notes herein authorized (as well as other outstanding bonds) the policy and procedures attached hereto as Exhibit “A” (the “Post-Issuance Compliance Policy and Procedures”) are hereby adopted and approved in all respects. To the extent that there is any inconsistency between the attached Post-Issuance Compliance Policy and Procedures and any similar policy or procedures previously adopted and approved, the Post-Issuance Compliance Policy and Procedures shall control.

Section 17. This ordinance shall be published in pamphlet form and shall be in full force and effect from and after its passage as provided by law.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

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

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

(SEAL)

Approved as to form:

\_\_\_\_\_  
Danielle Myers-Noelle, City Attorney

EXHIBIT "A"  
POLICY AND PROCEDURES

[SEE ATTACHED]

**Policy and Procedures  
Federal Tax Law and Disclosure Requirements for  
Tax-exempt Bonds and/or Tax Advantaged Bonds**

**ISSUER NAME:** The City of Norfolk, in the State of Nebraska  
**COMPLIANCE OFFICER (BY TITLE):** Finance Officer/Treasurer

**POLICY**

It is the policy of the Issuer identified above (the “Issuer”) to comply with all Federal tax requirements and securities law continuing disclosure obligations for its obligations issued as tax-exempt bonds (or as tax credit, direct pay subsidy or other tax-advantaged bonds, as applicable) to ensure, as applicable (a) that interest on its tax-exempt bonds remains exempt from Federal income tax, (b) that the direct payments or tax credits associated with its bonds issued as tax advantaged bonds are received in a timely manner and (c) compliance with any continuing disclosure obligations of the Issuer with respect to its outstanding bonds.

**PROCEDURES**

Compliance Officer. Review of compliance with Federal tax requirements and securities law continuing disclosure obligations as generally outlined below shall be conducted by the Compliance Officer identified above (the “Compliance Officer”). To the extent more than one person has been delegated specific responsibilities, the Compliance Officer shall be responsible for ensuring coordination of all compliance review efforts.

Training. The Compliance Officer shall evaluate and review educational resources regarding post-issuance compliance with Federal tax and securities laws, including periodic review of resources published for issuers of tax-exempt obligations by the Internal Revenue Service (either on its website at <http://www.irs.gov/taxexemptbond>, or elsewhere) and the Municipal Securities Rulemaking Board (either on its Electronic Municipal Market Access website [“EMMA”] at <http://www.emma.msrb.org>, or elsewhere).

Compliance Review. A compliance review shall be conducted at least annually by or at the direction of the Compliance Officer. The review shall occur at the time the Issuer’s annual audit takes place, unless the Compliance Officer otherwise specifically determines a different time period or frequency of review would be more appropriate.

Scope of Review.

*Document Review.* At the compliance review, the following documents (the “Bond Documents”) shall be reviewed for general compliance with covenants and agreements and applicable regulations with respect to each outstanding bond issue:

- (a) the resolution(s) and/or ordinance(s), as applicable, adopted by the governing body of the Issuer authorizing the issuance of its outstanding bonds, together with any documents setting the final rates and terms of such bonds (the “Authorizing Proceedings”),

- (b) the tax documentation associated with each bond issue, which may include some or all of the following (the “Tax Documents”):
  - (i) covenants, certifications and expectations regarding Federal tax requirements which are described in the Authorizing Proceedings;
  - (ii) Form 8038 series filed with the Internal Revenue Service;
  - (iii) tax certificates, tax compliance agreements, tax regulatory agreement or similar documents;
  - (iv) covenants, agreements, instructions or memoranda with respect to rebate or private use;
  - (v) any reports from rebate analysts received as a result of prior compliance review or evaluation efforts; and
  - (vi) any and all other agreements, certificates and documents contained in the transcript associated with the Authorizing Proceedings relating to federal tax matters.
- (c) the Issuer’s continuing disclosure obligations, if any, contained in the Authorizing Proceedings or in a separate agreement (the “Continuing Disclosure Obligations”), and
- (d) any communications or other materials received by the Issuer or its counsel, from bond counsel, the underwriter or placement agent or its counsel, the IRS, or any other material correspondence relating to the tax-exempt status of the Issuer’s bonds or relating to the Issuer’s Continuing Disclosure Obligations.

*Use and Timely Expenditure of Bond Proceeds.* Expenditure of bond proceeds shall be reviewed by the Compliance Officer to ensure (a) such proceeds are spent for the purpose stated in the Authorizing Proceedings and as described in the Tax Documents and (b) that the proceeds, together with investment earnings on such proceeds, are spent within the timeframes described in the Tax Documents, and (c) that any mandatory redemptions from excess bond proceeds are timely made if required under the Authorizing Proceedings and Tax Documents.

*Arbitrage Yield Restrictions and Rebate Matters.* The Tax Documents shall be reviewed by the Compliance Officer to ensure compliance with any applicable yield restriction requirements under Section 148(a) of the Internal Revenue Code (the “Code”) and timely calculation and payment of any rebate and the filing of any associated returns pursuant to Section 148(f) of the Code. A qualified rebate analyst shall be engaged as appropriate or as may be required under the Tax Documents.

*Use of Bond Financed Property.* Expectations and covenants contained in the Bond Documents regarding private use shall be reviewed by the Compliance Officer to ensure compliance. Bond-financed properties shall be clearly identified (by mapping or other reasonable means). Prior to execution, the Compliance Officer (and bond counsel, if deemed appropriate by the Compliance Officer) shall review (a) all proposed leases, contracts related to operation or management of bond-

financed property, sponsored research agreements, take-or-pay contracts or other agreements or arrangements or proposed uses which have the potential to give any entity any special legal entitlement to the bond-financed property, (b) all proposed agreements which would result in disposal of any bond-financed property, and (c) all proposed uses of bond-financed property which were not anticipated at the time the bonds were issued. Such actions could be prohibited by the Authorizing Proceedings, the Tax Documents or Federal tax law.

*Continuing Disclosure.* Compliance with the Continuing Disclosure Obligations with respect to each bond issue shall be evaluated (a) to ensure timely compliance with any annual disclosure requirement, and (b) to ensure that any material events have been properly disclosed as required by the Continuing Disclosure Obligation.

Record Keeping. If not otherwise specified in the Bond Documents, all records related to each bond issue shall be kept for the life of the indebtedness associated with such bond issue (including all tax-exempt refundings) plus six (6) years.

Incorporation of Tax Documents. The requirements, agreements and procedures set forth in the Tax Documents, now or hereafter in existence, are hereby incorporated into these procedures by this reference and are adopted as procedures of the Issuer with respect to the series of bonds to which such Tax Documents relate.

Consultation Regarding Questions or Concerns. Any questions or concerns which arise as a result of any review by the Compliance Officer shall be raised by the Compliance Officer with the Issuer's counsel or with bond counsel to determine whether non-compliance exists and what measures should be taken with respect to any non-compliance.

VCAP and Remedial Actions. The Issuer is aware of (a) the Voluntary Closing Agreement Program (known as "VCAP") operated by the Internal Revenue Service which allows issuers under certain circumstances to voluntarily enter into a closing agreement in the event of certain non-compliance with Federal tax requirements and (b) the remedial actions available to issuers of certain bonds under Section 1.141-12 of the Income Tax Regulations for private use of bond financed property which was not expected at the time the bonds were issued.

## SOURCES AND USES OF FUNDS

### City of Norfolk Norfolk BANs Series 2024 (Non-BQ)

**Sources:**

Bond Proceeds:	
Par Amount	470,000.00
	470,000.00
	470,000.00

**Uses:**

Project Fund Deposits:	
Project Fund	423,903.00
Other Fund Deposits:	
Capitalized Interest Fund	37,913.33
Delivery Date Expenses:	
Cost of Issuance	1,000.00
Underwriter's Discount	3,290.00
	4,290.00
Other Uses of Funds:	
Additional Proceeds	3,893.67
	470,000.00
	470,000.00

# Norfolk Fire & Rescue

## 2023 Annual Report







# CONTENTS

Message from the Chief.....	3-4
Organization Chart.....	5
Station Response Area Map.....	6
Significant Events.....	7
Operations.....	8-10
Special Operations.....	11
Fire Prevention.....	12
Region 11 Emergency Management.....	13
Emergency Medical Services.....	14
Yearly Statistics.....	15-16
Fire Reserves.....	17-18
Awards and Recognition.....	19-20
New Staff .....	21
Retirements.....	22
Remembrance ...	23-24

# Message from the Chief

Norfolk Fire and Rescue ended 2023 healthy and without serious injury to our staff. Serving the citizens of Norfolk and our Norfolk Rural Fire Protection District took place at a high level with support from our mutual aid partners. The following list includes call totals and notable staffing changes at Norfolk Fire and Rescue:

The year 2023 again resulted in the highest calls for service in the history of our department dating back to 1884. Even though we did not see as large of an increase in call totals, it is still noticed amongst the responders each day. Crews are working diligently to keep up with the pace each year. This year's 3,217 calls surpassed the previous record year (2022) of 3,190.

During the past year and since our last report, we had three full-time staff depart from Norfolk Fire and hired three. Among those that left was Bob Nelson who retired at the rank of lieutenant after serving 35 years at Norfolk Fire and Rescue. Bob has since joined our reserve force and continues to be an asset to Norfolk Fire. In addition, Max Hesman and Ryan Goodman departed as members in good standing. Ryan Goodman also chose to remain with the division in a fire reserve capacity. Those hired as full-time firefighters were Adam Smith who had been serving as Code Compliance Official, Austin Kroeger and Cati Witzel. FF/Paramedic Casey Caskey was then named Code Compliance Official but returned to shift as a firefighter/Paramedic following the retirement of Bob Nelson. At the conclusion of 2023, we remained fully staffed at 31 full-time shift personnel.

Our fire reserve program saw the departures of Patrick Popken, Sarah Perrigan, Jesse Lowe, and Nick Bentz all as members in good standing. Fire Reserves added include Terry Zwiebel and Zach Steiner in addition to previously mentioned Ryan Goodman and Bob Nelson. Also worth noting is reserve firefighter Doug Holmberg was recognized for 40 years of service to NFD. The fire reserve roster now stands at 32 members.

Here are few additional updates and notable happenings that took place over the past year:

- Norfolk Fire and Rescue hosted the Nebraska Serious Injury and Line of Duty Death (NSILODD) Team annual meeting. Training included how to handle serious injuries and both line of duty and non-line of duty deaths in the fire service. Members of Norfolk Fire and Rescue continue to be active in helping our region when loved ones are lost.
- Region 11 Emergency Manager Bobbi Risor saw another busy year as stated in her annual report for 2023. Both Bobbi and Faythe Petersen (Administrative Assistant) put in many hours sorting through grant documents and budgets for the region. Risor also helped plan and coordinate many exercises throughout the three-county region she serves.
- A lieutenant promotion process took place to prepare for the retirement of Bob Nelson. The result was Sam Funk being promoted to C-Shift Lieutenant. Sam was sworn in during the month of August with family, friends, and coworkers in attendance.



Tim Wragge  
Fire Chief

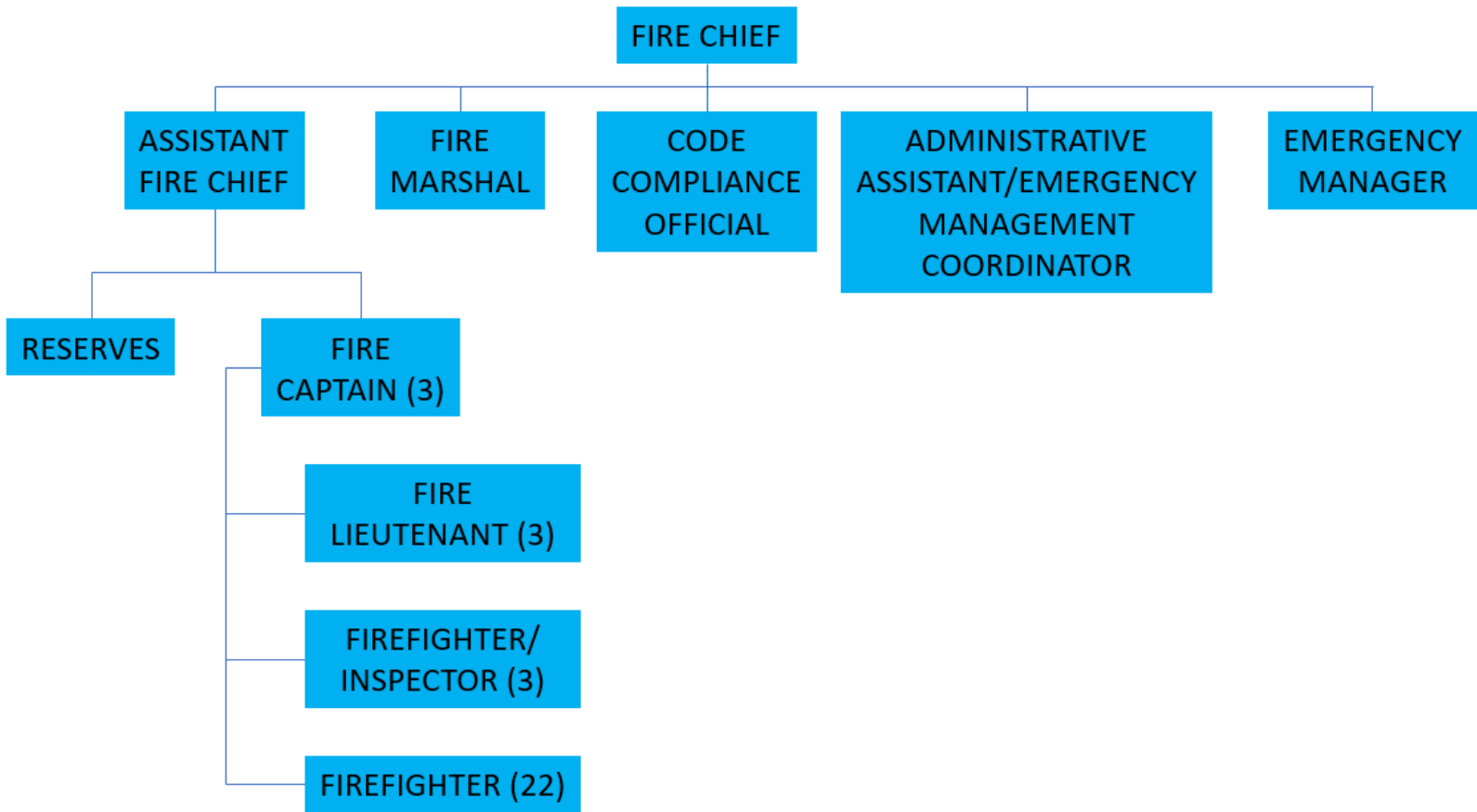
# Message from the Chief

- Full time and reserve staff hosted a 9/11 Memorial Stair Climb for first responders and their families at the regional public safety training facility in Norfolk.
- Firefighter/Paramedic Chris Kneifl received the 2023 Norfolk Noon Optimist Firefighter of the Year Award. The Norfolk Noon Optimist Club presents this award annually.
- Retired Fire Lieutenant Bob Nelson received the 2023 American Legion Firefighter of the Year Award.
- Staff attended an event at Northeast Community College Lifelong Learning Center where long time Norfolk Fire and Rescue EMS Medical Director Dr. G.T. (Tom) Surber had a room dedicated in his honor. Doc and his wife Susan have been long-time supporters of NECC. Family and friends joined in the celebration.
- Fire division staff took part in the filming of a documentary done by the PBS focusing on the challenges fire and EMS services across the state are facing, specifically volunteerism. The documentary has aired, and it is titled Working Fires.

I continue to be in awe of the commitment to excellence that our responders and support staff have. Things get busier and busier each day, but the team always comes together to overcome obstacles when it counts. This would not be possible without the support of the Norfolk Mayor, City Administration, City Council and Norfolk Rural Fire Board. Most importantly, our families and loved ones staying by our side continues to make all the difference in the world.

Chief Wragge

# ORGANIZATIONAL CHART





# Significant Events



February - Assistant City Administrator / Public Safety Director and former Fire Chief Scott Cordes appointed as State Fire Marshal

April 9th - Norfolk Regional Hazmat responds to incident involving fuel tanker



December 29th - Broke all-time call volume record

January 20th - Large storage shed/garage fire requires multi-department response



May 3rd - House fire

July 25th - large residential fire requires multi-department response



November- \$20,000 grant awarded to purchase M30T Drone



# Operations

It is the mission of Norfolk Fire and Rescue to provide a lasting partnership with the community to support a higher quality of life through public education, loss prevention, and service response. While an increased call volume continues to bring unique challenges for our responders we stay committed to our mission. Our staff continued to rise to the occasion to find success and train hard to provide the citizens and community with the level of care and professionalism they deserve.

Each crew train daily to stay ready for whatever they encounter. Aside from daily shift training, we attend events, incorporate division wide training, and train with our mutual aid partners throughout the year. Below are a few highlights from the year.

In January, September, and October we held recruit training academies. New firefighters go through a three-week academy focusing primarily on firefighting skills preparing them for their first day on shift. Once their academy is finished, they report to shift as a probationary firefighters and continue training in emergency medical service (EMS) skills, additional firefighting skills and hazmat operations. After six months they are tested on these skills, and with successful completion they graduate probation to become firefighters through a formal badge pinning ceremony. The probation skills and education training prepare them to attend a firefighter 1 certification process with the Nebraska State Fire Marshal Training Division.

In March staff attended a career fair to stay ahead of the recruitment and retention curve. As in many industries the fire service is not seeing as many applicants as it once did. Our staff is proving they are dedicated to training the next generation of firefighters. In addition to career fairs, they have done career connection courses with our schools as well. Always ready to show fire trucks, discuss fire and EMS career paths and demonstrating fire and EMS skills, our staff work hard at being prepared to mentor those who are interested.

In July, we were able to conduct a house burn to incorporate live fire training with the State Fire Marshal Training Division, our mutual aid partners, and others from around the state. During this training we were able to perform fire ground operation training to include interior and exterior fire training tactics such as fire ground communication, ventilation, and fire attack. Radio communications help provide better coordination and efficiency while ventilation helps with controlling fires in a timely manner to assist in saving property. Interior and exterior fire attack skills focus on hose line positioning, moving and water application. Acquired structures create great training opportunities for our firefighters.



Trever O'Brien

Assistant Chief

# Operations

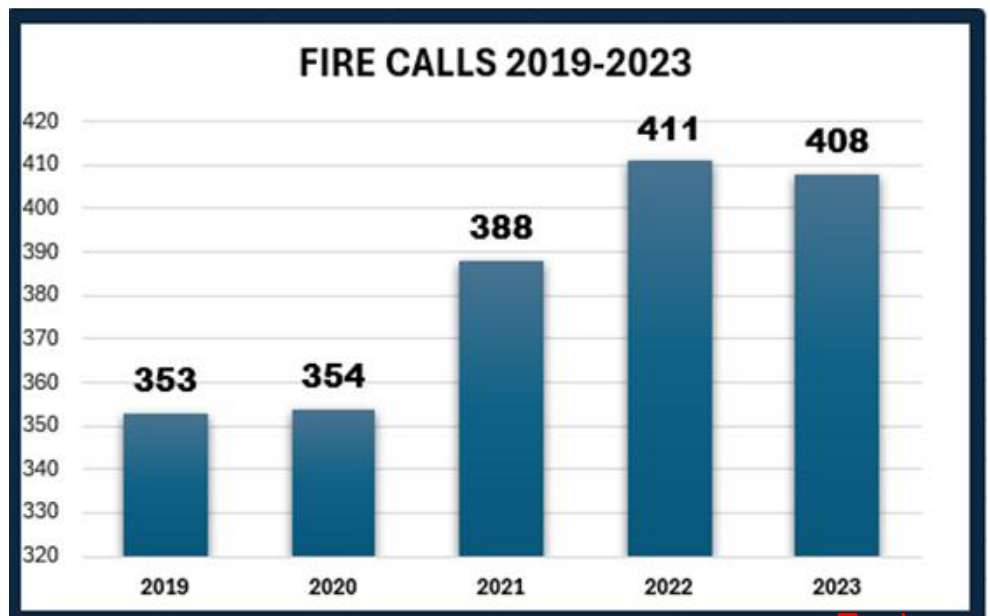
October was a busy month as we hosted our annual 80-hour Hazmat Technician Certification Course at our regional public safety training facility among other prevention programs. We serve as the regional Hazmat Team for northeast Nebraska. Four of our division hazmat team members along with several others from around the state attended this training taught by the Nebraska State Fire Marshal Training Division. In addition, on duty staff assisted and participated each day in training and gained up to 40 hours of refresher training.

Among the above-mentioned training and activities our paramedics attended the three-day annual refresher training session at Northeast Community College. We also participated in a decontamination drill with Faith Regional Health Services and attended rope rescue training with Nucor Steel's rope rescue team.

Training requires an abundance of time, however pride in our facilities is also very important. We upgraded our training tower props replacing our old, weathered roof ventilation props with a new adjustable prop and adding a reinforced concrete trench rescue prop. We were also able to enhance Station 1's landscaping with historic fire department memorabilia, a bench for visitors and a new backlit monument.

As we look back on 2023, it was a success, it will forever be part of Norfolk Fire and Rescue history. Another year of record calls and continued training while finding time to keep our facilities up to par while building relationships are all part of what helps Norfolk Fire and Rescue succeed. Our responders rose to the challenge and managed to keep themselves safe while providing a high quality of care to the citizens of the City of Norfolk and its surrounding communities.

Trever O'Brien  
Assistant Fire Chief





# Operations Pictures



# Special Operations

## Hazardous Materials Regional Response Team

The photo below (left) is a picture of our Zumro Decon tent purchased this year. This tent features ease of setup and portability for training and response. The picture below (middle) are Level A boots that go with our hazmat response Level A suits. We purchased more of these to replace outdated stock.

Norfolk Fire and Rescue responded to the following hazardous material related calls in 2023. Six fuel spills, 14 natural gas leaks, one propane leak, four carbon monoxide leaks, 20 faulty carbon monoxide detector activations, two carbon dioxide leaks, one glycol leak, one liquid spill, one antifreeze leak, and 27 odor investigations. Along with our normal in-house training, we hosted our annual 40/80-hour Hazmat Certification class in October at the regional training facility in Norfolk. Members from multiple agencies attended the class put on by the Nebraska State Fire Marshal Training Division.

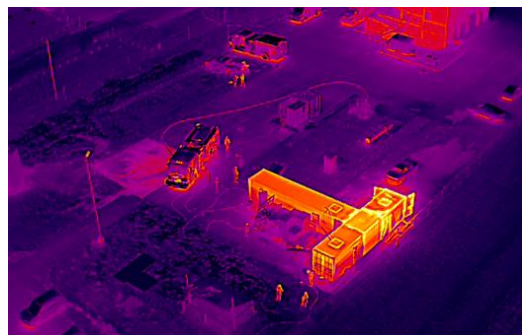


## Drone Response Team

We continued to grow our drone response team, led by Reserve Firefighter Aaron Beckman, Ret. Lieutenant Bob Nelson and Captain Scott Bonsall. A grant was received from TC Energy that funded a M30T Thermal drone, along with other equipment.

This team is trained to respond to search and rescue, fire and other miscellaneous incidents where live video streaming ensures safety, provides valuable information and can cover large areas in a short amount of time.

Pictured below is a view from our thermal drone, showing heat signatures during fire training in our burn containers.



## Technical Rescue Teams

The Norfolk Fire Division has multiple technical rescue teams, which cover structural collapse, trench, ice and swift water, rope rescues and everything in between. These teams are made up by individuals from each shift who have received technical training on these specific areas.

Teams meet regularly for training, maintain equipment and to tour facilities throughout Norfolk to give us an idea of possible hazards that we may face. Along with touring facilities, teams also spend time navigating the Elkhorn River and lakes in our area in the event of a water rescue event.

Shown in the picture below, a rope rescue team member repels to a victim that is suspended in the air to perform a rescue during a training event.



# Fire Prevention



Sean Lindgren

Fire Marshal

## Fire Code Enforcement

The fire marshal conducted plan reviews for new construction, additions, and renovations of buildings and new fire protection systems. Inspections were conducted for new and annual facility state licenses, new construction/renovations of buildings, flammable liquids storage tanks, and new fire protection systems in accordance with the delegated authority granted by the state fire marshal and in accordance with city ordinance. A total of 380 inspections, plan reviews, and preplans were conducted in 2023.

Shift fire inspectors led their respective crews through company preplans to ensure the shifts are familiar with new and existing facilities in case of an emergency call at that location. The preplans include walk throughs of structures and familiarization of their infrastructure. Inspectors also conducted enforcement inspections for fire code compliance in a variety of buildings and facilities.

## Fire Investigations

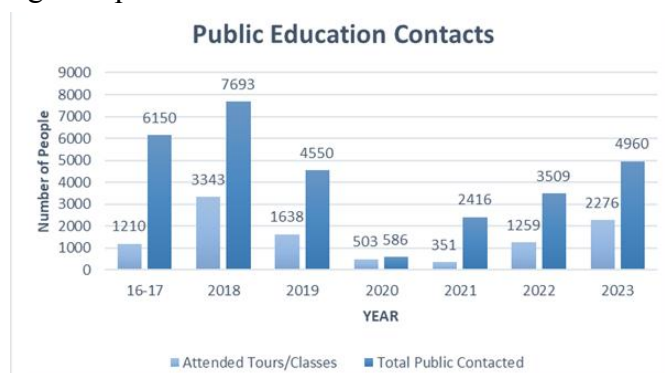
In 2023, there were a total of 408 fire calls with 21 of those being structure fires. Fire losses in 2023 totaled \$1,022,600. The value of property involved in fire situations in 2023 was \$5,860,000.

Fire incidents were investigated for cause and origin. The fire marshal and fire inspectors attended continuing education at the Nebraska IAAI Fire and Arson Conference to further knowledge and experience in fire investigations. Fire Inspector Chris Lyon had the opportunity to attend a fire investigations class at the National Fire Academy in Emmitsburg, Maryland for further education.

## Public Education

Fire and rescue staff conducted a variety of public education and outreach events through fire station tours, school visits, training classes, and special events. Through these activities, personnel were able to engage citizens in a non-emergency setting to provide fire prevention education and presentations of the services that we have available. A safety day was held with community partners during Fire Prevention Week at the fire training facility with food, activities and educational demonstrations. Another highlight for public education in 2023 was a workshop by Fire Marshal Lindgren with school administrators and maintenance personnel with the goal of establishing relationships, opening communication, and education on how codes impact school facilities.

In all, a total of 4960 people were contacted through these activities. 2276 people participated in tours/visits or attended classes with 766 adults and 1510 youth. Fire and rescue staff appreciate the opportunity to conduct this outreach and look forward to seeing the upward trend continue.



# Region 11 Emergency Management

## 2023 Review

In 2023, Region 11 Emergency Management was involved in many different ways throughout Antelope, Madison and Pierce Counties including the City of Norfolk.

The COVID-19 pandemic “officially” ended on May 11, 2023, with reimbursement projects receiving a deadline of November 10th, 2023.

The City of Norfolk’s 2019 Flood reimbursement projects had closeout in December.

A disaster declaration was submitted for Pierce County for the tornado in May which took the roof off of one of the Plainview schools.

Other emergencies that occurred throughout Region 11 that were reported to the state were power outages, 911 system outage, possible tornado/high wind damage and multiple hazardous materials spills/leaks.



## Sirens

Sirens, sirens, sirens – This was the mantra of Region 11 Emergency Management for the City of Norfolk for this year. A brand-new siren was installed at 300 S 49<sup>th</sup> Street with two replacement sirens being installed at 127 Morningside Drive and 1112 Bonita Drive. These three sirens were 90% grant funded.

A private citizen was interested in the two replaced (circa 1963) sirens. Since these sirens had only scrap value, the decision was made to donate these sirens to him. This young man has a hobby of restoring “old sirens” for pleasure.

## 2023 Training

Many trainings, classes and exercises were held throughout Region 11 including a City of Norfolk Administration Active Shooter Tabletop Exercise, Norfolk Public & Parochial Schools Tabletop Exercise, Battle Creek Public & Parochial Schools Tabletop Exercise and Westside Family Pet Clinic & Spa Active Shooter Tabletop Exercise.

Other exercises that were held within the Region 11 jurisdiction were a Tabletop Exercise at Community Pride Care Center in Battle Creek, a Rural Region One Medical Response System (RROMRS) Full-Scale EOC Exercise with Wayne Hospital, a Faith Regional Health Services Full-Scale Exercise with St. Joseph’s Nursing Home and Osmond Hospital Full-Scale Exercise.

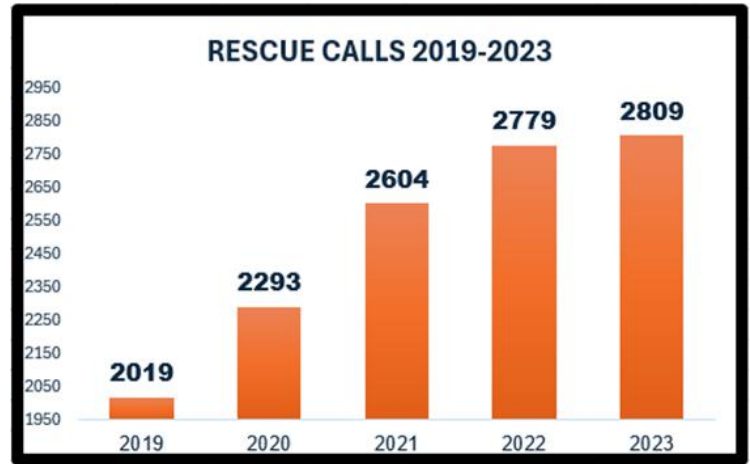


# Emergency Medical Services

The Norfolk Fire Division continues to provide four Advanced Life Support (ALS) equipped ambulances and one ALS equipped fire engine, with at least one paramedic assigned to these apparatus every day. By having these capabilities, citizens of Norfolk and surrounding areas can receive the highest level of care possible, outside of a hospital. We again saw an increase in demand for EMS in 2023.

Our staff maintains and inventories over thirty medications, four cardiac monitors, 10 AED's and other equipment that is crucial to ensure a high quality of life for our citizens. With this equipment comes hours of training.

Along with attending a 24-hour Paramedic Refresher every year, our staff continuously train weekly on topics related to EMS. We attend conferences and have quarterly run reviews with Dr. Yosten, an emergency room doctor at Faith Regional Health Services. In addition, we are fortunate to have an agreement with Fountain Point Surgery Center to allow our staff to work alongside an anesthesiologist to gain more knowledge and experience intubating patients.

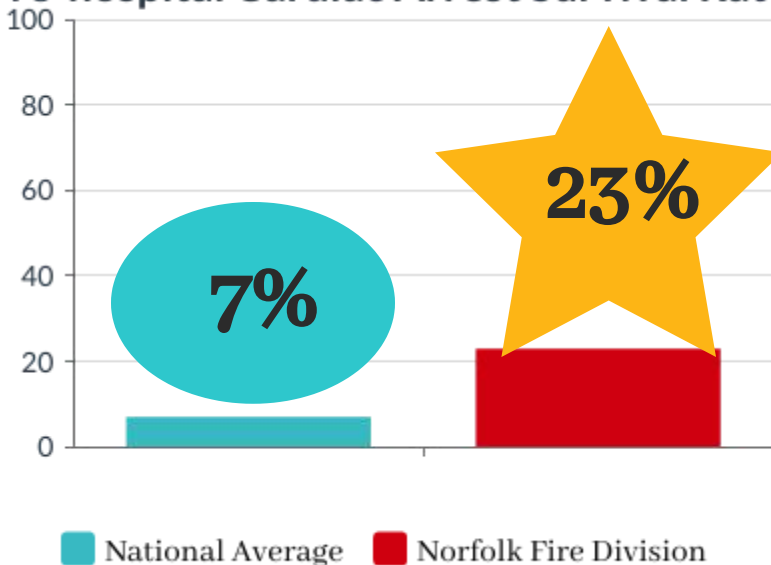


With the equipment, knowledge and experience our providers have, along with our Medical Director ensuring we are practicing the latest evidence-based practices, we are seeing phenomenal results.

Our cardiac arrest average is 23%, compared to the National average of 7%. This is a result of an investment in the phone app "PulsePoint", 9-1-1 dispatchers providing direction to by-standers and by-standers taking action when a person goes down. Without all of these components coming together and working flawlessly, we couldn't have the success stories that we do. Below is a PulsePoint QR code that can be used to get more information on how to follow us and become a responder to cardiac arrest events.

We are striving for recognition by the American Heart Association - Mission LifeLine. They evaluate out-of-hospital care for stroke and heart attack patients and have stringent criteria that we meet.

## Pre-hospital Cardiac Arrest Survival Rate



# Yearly Statistics

	2022 Actual	2023 Actual	2024 Estimated
<b>Demand:</b>			
City Population	26,000	26,000	26,200
Rural District Population	3950	3950	4000
Total Geographical Area Served	111	111	111
City Area	16	16	16
Rural Area	95	95	95
Mutual Aid Area	1,345	1,345	1,345
<b>Workload:</b>			
Total # of Responses	3190	3217	3317
Emergency Medical Calls	2779	2809	2880
# of Patients Encountered	2862	2735	2800
Fire Calls	411	408	405
Structure Fires	17	21	18
% Contained to Room of Origin	59	71	73
% Contained to Structure of Origin	88	95	98
Hazardous Material Calls	83	58	65
# of Level 1 Call Backs	67	62	65
# of Level 2 Call Backs	209	324	315
# of Citizens Who Toured the Fire Station or attended classes	1259 Total 493 Adult 766 Youth	2276 Total 766 Adults 1510 Youth	2500 Total 775 Adult 1725 Youth

# Yearly Statistics

	2022 Actual	2023 Actual	2024 Estimated
Public Contacted	3509	4960	5200
Productivity:			
Total Training Hours	9109	11,016	12,100
Average Training Hours per Fire Fighter	152	200	220
Feet of Hose Maintained	23,000	23,000	23,000
# of Pumps Tested & Maintained	6	6	6
# of Warning Sirens Tested & Maintained	12	13	13
# of Preemption Devices Maintained	80	80	80
# of SCBA Tested and Maintained	69	69	69
# of Emergency Vehicles Maintained	24	24	24
# of Defibrillators Maintained	10	10	10
Effectiveness:			
Average Response Time per Call	4:31	3:53	3:53
% of Incidents with 1 <sup>st</sup> Arriving Units within 5 minutes (in city)	84.51%	84.5%	85%
Valuation of Structures involved in Fire	\$2,345,225	\$5,860,000	UTD
Structural Dollar Amount Loss Due to Fire	\$500,030	\$622,000	UTD
Contents Dollar amount of loss due to fire	\$295,420	\$400,500	UTD
Average Years of Service of Employees	14	11	13

# Fire Reserves

It has been a busy year for Norfolk Fire and Rescue's fire reserve team as they continue to operate at a high level and keep the momentum pushing forward. They live up to Norfolk Fire and Rescue's mission to be dedicated to a lasting partnership with the community to support a higher quality of life through public education, loss prevention and service response. This year the team took part in many community events such as the downtown Christmas festival, our annual public safety day, a deaf and hard of hearing seminar, the annual bike rodeo, and National Night Out to name a few. Reserves provide fire safety materials along with firefighting games and skills stations for kids to help educate our citizens on fire safety plans and what to do in case of a fire. Time is also spent describing what it takes to be a firefighter.

Along with our full-time staff, reserves provide necessary resources for handling day-to-day operations including but not limited to calls within the city and rural fire protection district. As an integral part of our team, they support our mission by allowing us to continue a high level of service response to the citizens within our community during busy demanding times. Emergencies such as fires, hazmat calls, back-to-back emergency calls, public relations events and labor-intensive technical rescues can result in a need for assistance from our reserve staff. During 2023 we called in our reserves more than 300 times to help cover a wide variety of these situations.

In addition to daily operations and public relation events during the year, our reserves are also committed to improving their skills. Regular training sessions are held twice a month for three hours each session. Reserve training nights consist of fire training such as the use of ground ladders, firefighting hand tools, fire hose deployment and advancement among other skills. Technical rescue training is also covered such as swift water rescue, trench rescue, rope rescue and more. We continue to develop relationships with our mutual aid partners, inviting them to trainings at least quarterly.

In reflection, this year's training had a wide variety of training topics. In January, We added four fire reserves this year bringing our current reserve staff to 32. Our new reserve recruits work through a six-month training academy and a one-year probation period with various tasks required of them. Throughout the program tasks will include but are not limited to, facility and equipment familiarization, book work, firefighting skills such as how to use personal protective equipment, live fire training and other tasks. Upon completion of all requirements, these individuals are sworn in as Norfolk Fire Reserves in a formal ceremony.

In May, as done in years past we had 12 reserves attend the 86<sup>th</sup> annual Nebraska State Fire School in Grand Island, Nebraska. They were able to participate in introduction to firefighting, forcible entry techniques, live fire training, drone operations and fire investigations along with several other courses. In September we hosted trench rescue training with a couple of our mutual aid departments. We were able to discuss and practice evaluation, applications of trench rescue equipment and the necessary support work for successful operations.

2023 has been very rewarding in many ways, reserve staff stepped up when it mattered providing the response support our operations demanded. Full time and part time staff came together working through adverse circumstances and integrated trainings continuing to make our operations successful. This team takes care of each other and everyone that they serve at a high level. As always, we are excited and look forward to 2024!



# Fire Reserves



# Awards and Recognition



## Tim Wragge

Northeast Community College recognized alumni, including Fire Chief Tim Wragge. He was recognized for his years of service to the community.

Picture credit (left): Northeast Community College

## Bob Nelson

American Legion Post 16 recognized Ret. Lieutenant Bob Nelson for his decades of service to Norfolk.



## Chris Kneifl

The Noon Optimist Club of Norfolk recognized Chris Kneifl for his quality of work and lifetime of service. Chris was nominated to receive this award from a peer.

Picture credit (left): Jon Humphries/Daily News



# Awards and Recognition



## **Working as Paramedics for Norfolk Fire**

Will DiLullo (left) and Nate Best (right) completed their Paramedic training requirements for us. Pictured with them is Dr. Surber, who has been with us since the start of our advanced life support services.



## **Lieutenant Sam Funk**

A fire lieutenant promotion process took place to prepare for the retirement of Bob Nelson. The result was Sam Funk being promoted to C-Shift Lieutenant. Sam was sworn in during the month of August with family, friends, and coworkers in attendance.

# New Staff



CJ Neumann  
A - Shift



Micah Baumgartel  
B - Shift



Ashley Dittberner  
C - Shift



Adam Smith  
A - Shift



Austin Kroeger  
C - Shift



Cati Witzel  
B - Shift



Trevor Becker  
Reserve



Tyler Hulse  
Reserve



Draven Roskens  
Reserve



Christian Lara  
Reserve



Zach Steiner  
Reserve

# Retirements



Scott Cordes



Bob Nelson

# In Remembrance

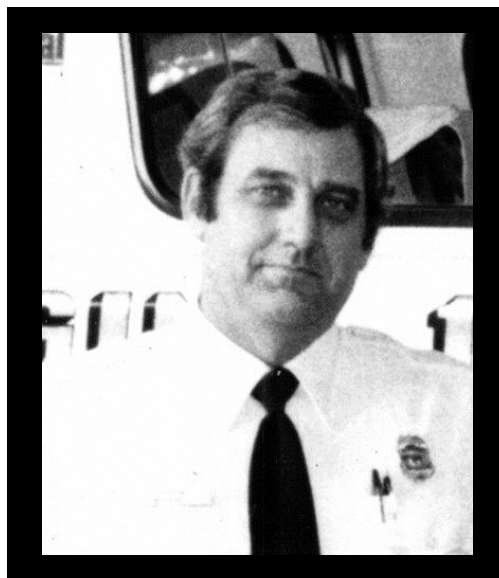


*May we never forget*

# In Remembrance



Richard Schlecht



Bob Noelle



**THANK YOU**  
for your continued support!



4/1/2024