

# Agenda Packet

## NORFOLK CITY COUNCIL MEETING

Monday, February 5, 2024  
5:30 p.m.

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**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, February 5, 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.



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Brianna Duerst  
City Clerk

Publish (January 31, 2024)  
1 P.O.P.



AGENDA  
NORFOLK CITY COUNCIL MEETING  
February 05, 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 January 16, 2024 Council meeting. **Motion**
8. January sales tax report (November sales) **Motion**
9. Consideration of approval to issue letters to the property owners at 807 West Pasewalk Avenue, 809 West Pasewalk Avenue, and 304 North 3rd Street to repair or have a signed contract for the sidewalk repairs within 90 days according to Section 22-23 of the City Code. **Motion**
10. Consideration of approval to advertise for bids for the Outdoor Warning Siren Project. **Motion**
11. Consideration of approval to advertise for bids for the 2 Million Gallon (MG) Treated Water Storage Tank project. **Motion**

12. Consideration of approval to advertise for a Request for Proposals (RFP) to repaint and refurbish the waterslides at AquaVenture. **Motion**
13. Consideration of approval to advertise a Call for Artists to submit proposals for the design and creation of an art installation in the roundabout located at 1st Street and Braasch Avenue in Norfolk, Nebraska. **Motion**
14. Consideration of acceptance of the Parks and Recreation Board report January 18, 2024. **Motion**
15. Consideration of approval of the Mayor's reappointment of Jan Einspahr to the Public Arts Council for a 3-year term, ending February 2027. **Motion**
16. Consideration of approval of the Mayor's reappointment of Ann Dover, Terry Rasmussen, and Angela Bailey to the Parks and Recreation Board for a 3-year term, ending January 2027. **Motion**
17. Consideration of approval of a Special Designated Liquor License for Elkhorn Valley Museum, to serve beer, wine and distilled spirits at Elkhorn Valley Museum, 515 Queen City Blvd., on March 21, 2024, from 6:30 p.m. to 9:30 p.m. for a fundraiser. **Motion**
18. Consideration of approval of a Special Designated Liquor License for Taylormade Catering, to serve beer, wine and distilled spirits at Our Savior Lutheran Church, 2024 W Omaha Ave., on March 1, 2024, from 4:00 p.m. to 11:00 p.m. for a fundraiser. **Motion**
19. Consideration of approval to ratify a Special Designated Liquor License requested by Jim's Fine Wine and More, to serve wine and distilled spirits at Deets Furniture, 2010 S 13th Street, on February 8, 2024, from 4:00 p.m. to 8:00 p.m. for a wine and cordial tasting event. **Motion**
20. Consideration of approval of an agreement with Norfolk Youth Baseball, Inc., a Nebraska Nonprofit Corporation, allowing the use of City's ball fields to be used for baseball practice, camps, games, and tournaments for the 2024 baseball season from March 1, 2024 through December 1, 2024. **Motion**
21. Consideration of approval of the Library's Annual Report. **Motion**
22. Consideration of approval of all bills on file. **Motion**

### SPECIAL PRESENTATIONS

23. Distinguished Citizenship Recognitions

### REGULAR AGENDA

24. Consideration of approval for the request of funding for the Northeast Nebraska Regional Land Bank. **Motion**
25. Consideration to approval of Sourcewell Contract #081021-CXT for the construction of a restroom and concession stand at Johnson Park in the amount of \$265,773. **Motion**



- 26. Consideration of approval to enter into agreement with Bienenstock Nature Playgrounds for the design and build of a nature playground in Johnson Park. **Motion**
- 27. Consideration of Resolution 2024-6 authorizing submittal of the Blight and Substandard Determination Study for the 25th Street and Benjamin Avenue Area Study to the Planning Commission for review and recommendation. **Resolution 2024-6**
- 28. Consideration of approval of an agreement with Quick Med Claims, LLC to provide Emergency Medical Services (EMS) billing at a rate of 5.15% of net collected revenue. **Motion**
- 29. Consideration of Ordinance No. 5868 to delete portions of Chapter 14, Division 2 of the Norfolk City Code as required due to the passage of LB77, under Nebraska State Statute 13-330. **Ordinance No. 5868**

STAFF MEMORANDUM  
NORFOLK CITY COUNCIL MEETING  
February 05, 2024

CALL TO ORDER

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2. Inform the public about the location of the Open Meetings Act posted in the Council Chambers and accessible to members of the public
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RECOMMENDED ACTIONS

- |  |               |
|--|---------------|
| 5. Approval of consent agenda.<br>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. | <b>Motion</b> |
| 6. Approval of full agenda.  | <b>Motion</b> |

CONSENT AGENDA

- |  |               |
|--|---------------|
| 7. Consideration of approval of the minutes of the January 16, 2024 Council meeting.<br><br>See Enclosure 7.   | <b>Motion</b> |
| 8. January sales tax report (November sales)<br><br>January sales tax receipts (November sales) are \$1,441,386.11. The City's sales tax receipts are up \$449,930.85 or 45.38% from last January. Motor vehicle sale tax was up \$24,631.63, while consumers use tax was up \$24,131.18. The remaining increase was in other sales tax. Fiscal year to date sales tax receipts are \$597,779.25 or 15.20% more than budgeted. Included in the agenda packet is a sales tax comparison by month.<br><br>See Enclosure 8. | <b>Motion</b> |

9. Consideration of approval to issue letters to the property owners at 807 West Pasewalk Avenue, 809 West Pasewalk Avenue, and 304 North 3rd Street to repair or have a signed contract for the sidewalk repairs within 90 days according to Section 22-23 of the City Code. **Motion**

The Engineering Division was notified and has inspected the sidewalks at 807 West Pasewalk Avenue, 809 West Pasewalk Avenue, and 304 North 3rd Street. Staff had discussions with the respective property owners about the portion of their sidewalks that need repair. Staff recommends providing written notice to the respective property owners according to Section 22-23 of the City Code.

See Enclosure 9.

10. Consideration of approval to advertise for bids for the Outdoor Warning Siren Project. **Motion**

This project will replace two existing outdoor warning sirens and will install one new siren. The existing sirens were all installed around 1993 and are getting to end of life. With the City expanding to the East, staff recommended adding an additional siren in that area.

11. Consideration of approval to advertise for bids for the 2 Million Gallon (MG) Treated Water Storage Tank project. **Motion**

The plans, specifications, and engineer's estimate for this project are filed in the City offices. A 2 million gallon (2MG) treated water reservoir was presented in the Water Master Plan Update 2022 to serve Norfolk's growing population and enhance the filter back wash washing at the West Water Treatment Plant. Norfolk originally erected a 2 million gallon reservoir in 1974. The current 2 million gallon reservoir is operating near 100% capacity during peak demands. Operating at eighty percent (80%) of capacity during peak demand is the generally recognized threshold for expanding reservoir capacity.

A prestressed tank is the main bid with a steel tank as an alternative bid. On January 17, 2023 the City of Norfolk entered into an Engineering Design Services contract with Black and Veatch for the West Water Plant Improvements including Collector Well 14. The West Water Plant Improvements includes the design of the two million gallon reservoir. This project is budgeted for construction starting in fiscal year 2023-2024 and completion in fiscal year 2024-2025. The two million gallon reservoir is budgeted for in the current CIP document for \$4,592,000. A bid letting is tentatively scheduled for early March with Council approval of the lowest responsive and responsible bidder following.

See Enclosure 11.

12. Consideration of approval to advertise for a Request for Proposals (RFP) to repaint and refurbish the waterslides at AquaVenture. **Motion**

We are seeking a qualified painter to re-caulk seams, buff, wax, repair any minor defects, and repaint the outside of two (2) fiberglass waterslides at AquaVenture Waterpark. We have budgeted \$60,000 for this project. This is part of regular and preventative maintenance schedule for waterslides.

13. Consideration of approval to advertise a Call for Artists to submit proposals for the design and creation of an art installation in the roundabout located at 1st Street and Braasch Avenue in Norfolk, Nebraska. **Motion**

The Arts Council would like to send out a call for artists to install an art sculpture for the 1st and Braasch roundabout. They are requesting the cost of the sculpture design to not exceed \$35,000. They are also requesting the design to not exceed 6' wide on either side, and not to exceed 12' tall.

See Enclosure 13.

14. Consideration of acceptance of the Parks and Recreation Board report January 18, 2024. **Motion**

The items approved for recommendation include the minutes, full agenda, and a concept plan for Liberty Bell Park to include locations for the pickleball courts, restroom, sidewalk access and shelter. There are no future items needed from council as a result of this meeting.

See Enclosure 14.

15. Consideration of approval of the Mayor's reappointment of Jan Einspahr to the Public Arts Council for a 3-year term, ending February 2027. **Motion**

16. Consideration of approval of the Mayor's reappointment of Ann Dover, Terry Rasmussen, and Angela Bailey to the Parks and Recreation Board for a 3-year term, ending January 2027. **Motion**

17. Consideration of approval of a Special Designated Liquor License for Elkhorn Valley Museum, to serve beer, wine and distilled spirits at Elkhorn Valley Museum, 515 Queen City Blvd., on March 21, 2024, from 6:30 p.m. to 9:30 p.m. for a fundraiser. **Motion**

See Enclosure 17.

18. Consideration of approval of a Special Designated Liquor License for Taylormade Catering, to serve beer, wine and distilled spirits at Our Savior Lutheran Church, 2024 W Omaha Ave., on March 1, 2024, from 4:00 p.m. to 11:00 p.m. for a fundraiser. **Motion**

See Enclosure 18.

19. Consideration of approval to ratify a Special Designated Liquor License requested by Jim's Fine Wine and More, to serve wine and distilled spirits at Deets Furniture, 2010 S 13th Street, on February 8, 2024, from 4:00 p.m. to 8:00 p.m. for a wine and cordial tasting event. **Motion**

See Enclosure 19.

20. Consideration of approval of an agreement with Norfolk Youth Baseball, Inc., a Nebraska Nonprofit Corporation, allowing the use of City's ball fields to be used for baseball practice, camps, games, and tournaments for the 2024 baseball season from March 1, 2024 through December 1, 2024. **Motion**

See Enclosure 20.

21. Consideration of approval of the Library's Annual Report. **Motion**

Attached is a report on the library's collections, finances, services, and programs for the previous fiscal year. These have been reviewed and approved by the Citizen's Library Advisory Board at their January 22, 2024 meeting. Board Member Brian Porn was absent from the meeting and was not able to sign the affidavit. This report and the accompanying affidavit are provided per State Statute 51-213.

See Enclosure 21.

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

### SPECIAL PRESENTATIONS

23. Distinguished Citizenship Recognitions

See Enclosure 23.

### REGULAR AGENDA

24. Consideration of approval for the request of funding for the Northeast Nebraska Regional Land Bank. **Motion**

At noon on January 22, 2024, The Northeast Nebraska Region Land Bank (NNRLB) held its first meeting at the Norfolk Public Library. Agenda item #11 of that meeting was the formal request from the NNRLB to the Norfolk City Council for \$50,000 from ARPA Funds (American Rescue Plan Act) which was approved in the 2023-2024 budget. The requested funds will be used for startup and operational expenses in the next phase of development of the NNRLB.

See Enclosure 24.

25. Consideration to approval of Sourcewell Contract #081021-CXT for the construction of a restroom and concession stand at Johnson Park in the amount of \$265,773. **Motion**

Attached is an agreement with CXT to purchase a concession stand and restroom for the Johnson Park sport court and ice rink using state bid pricing through a Sourcewell Contract. This project is funded through the ARPA grant with the State of Nebraska Department of Natural Resources. The cost of the restroom is \$265,773 and the budgeted amount is \$300,000. The difference will be used to bring utilities to the site and provide a pad for the project. This includes one single family restroom, one concessions room for skate rental, and a small warming room for the public. Expected completion is 5-6 months from execution of contract.

See Enclosure 25.

26. Consideration of approval to enter into agreement with Bienenstock Nature Playgrounds for the design and build of a nature playground in Johnson Park. **Motion**

Attached is an agreement with Bienenstock Nature Playgrounds to design a Nature Playground for Johnson Park. The cost of the nature playground is \$325,000, all funded through the ARPA grant from the Department of Natural Resources. An RFQ was advertised to select a nature playground design firm and we received five proposals. Bienenstock Nature Playgrounds was selected to move forward.

See Enclosure 26.

27. Consideration of Resolution 2024-6 authorizing submittal of the Blight and Substandard Determination Study for the 25th Street and Benjamin Avenue Area Study to the Planning Commission for review and recommendation. **Resolution 2024-6**

See Enclosure 27.

28. Consideration of approval of an agreement with Quick Med Claims, LLC to provide Emergency Medical Services (EMS) billing at a rate of 5.15% of net collected revenue. **Motion**

The City Clerk's office currently handles all EMS billing. Consistent increases in the number of ambulance service calls over the last several years has made this task difficult to sustain with our current staff. In contacting several similar sized cities, the City of Norfolk is in the minority in handling ambulance billing in-house and this is a service that is largely contracted out in similar sized cities. The FY2023-2024 budget includes \$85,000 for EMS billing, which is roughly 10% of calendar year 2023 collected revenue.

On August 7, 2023, Mayor and City Council approved advertising for bids for EMS billing services. On September 13, 2023, one bid was received from One Billing Solutions; however this lone bid of 15% of collected revenue was over budget and staff's estimate and the bid was formally rejected on October 2, 2023. The request for bids was sent out a second time. On November 15, 2023, one bid was received from Quick Med Claims, LLC for 5.15% of collected revenue. Staff recommends approval.

See Enclosure 28.

29. Consideration of Ordinance No. 5868 to delete portions of Chapter 14, Division 2 of the Norfolk City Code as required due to the passage of LB77, under Nebraska State Statute 13-330. **Ordinance No. 5868**

On 4-25-23, Governor Pillen signed LB77 which went into effect on 9-1-23. Part of the bill under Nebraska State Statute 13-330 prohibits any county, city, or village from enacting or enforcing a local ordinance restricting the ownership, possession, storage, transportation, sale and transfer of firearms or other weapons, except as outlined in state statute. Any current laws are declared null and void. The discharge of a firearm can still be restricted.

This ordinance deletes the portions of the city code relating to the areas not allowed by state statute, but keeps the prohibition on discharging of a firearm.

This should have no effect on city cases since any weapon violations historically are prosecuted through the county prosecutor.

See Enclosure 29.

**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 16th day of January, 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, Assistant City Engineer Anna Allen, Operations Manager Lyle Lutt, Communications Manager Nick Stevenson, Economic Development Director Candice Alder, Wastewater Supervisor Robert Huntley, Water and Sewer Director Chad Roberts, City Planner Val Grimes, and Police Chief Don Miller.

The Mayor presided and the City Clerk recorded the proceedings.

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

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

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

**Agenda Motions**

Councilmember McCarthy moved, seconded by Councilmember Snorton to approve the consent agenda with Item #11, *consideration of approval of Resolution 2024-4 requesting authorization from the Mayor and City Council for City of Norfolk staff to apply for a Civic and Community Financing Fund construction grant and authorization for Mayor and City staff to execute the grant application and all related documents* removed from the Consent Agenda and added to the Regular Agenda. Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: None.

Councilmember Granquist moved, seconded by Councilmember Hildebrand to adopt the full agenda as amended, with Item #11 removed from the Consent Agenda and added to the Regular Agenda. Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: None.



### **Consent Agenda Items Approved**

Minutes of the January 2, 2024, City Council meeting

Keno comparison report for December 2023

Resolution No. 2024-3 approving final plat of Weiland's Addition

Special Designated Liquor License for Nebraska Craft Brewers Association, 10411 Portal Rd. #102, La Vista, NE 68128, to serve beer, wine and distilled spirits at Divots Conference Center, 4200 W. Norfolk Ave., on February 3, 2024, from 12:00 p.m. to 10:00 p.m. for a beer festival

Northeast Nebraska Economic Development District agreement to provide general administration services for the Downtown Revitalization grant, Contract No. 23-DTR-008

Northeast Nebraska Economic Development District agreement to provide construction management services for the Downtown Revitalization grant, Contract No. 23-DTR-008

Bills in the amount of \$2,720,739.26

### **Special Presentation**

Police Chief Don Miller discussed Police Department interpreter needs.

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

#### Public Hearing

(T T K Investments, Inc. zone change, 301 North 1st Street)

A public hearing was held to consider a zone change from R-3 (Multiple Family Residential) to C-2 (Central Business District) on property addressed as 301 North 1st Street at the request of T T K Investments.

City Planner Valerie Grimes provided information to the Mayor and City Council. Grimes said the owner intends on utilizing the existing building for a bike shop and the existing dwelling will be demolished prior to commercial operation.

Jason Tollefson, 1408 Verges Ave, owner, was available for questions from elected officials.

On January 3, 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. 5866

(T T K Investments, Inc. zone change, 301 North 1st Street)

Councilmember Arens introduced, seconded by Councilmember Granquist, Ordinance No. 5866 entitled: AN ORDINANCE OF THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA; MENDING THE ZONING DISTRICT MAP OF THE CITY OF NORFOLK, NEBRASKA; PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM and moved that the ordinance be passed on first reading. Said ordinance was then read into the record by title by the City Clerk.

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: None. Ordinance No. 5866 passed on first reading.

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

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

Thereafter Councilmember Arens moved, seconded by Councilmember McCarthy, that the statutory rules requiring reading on three different days be suspended and for final passage of the ordinance. The Mayor then stated the question "Shall Ordinance No. 5866 be passed and adopted?"

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: None. The passage and adoption of said ordinance having been concurred in by a majority of all members of the Council, the Mayor signed and approved the ordinance and the City Clerk attested the passage and adoption of the same and affixed her signature thereto. The Mayor then instructed the City Clerk to publish said Ordinance No. 5866 as required by law.

**Regular Agenda Items**Resolution 2024-4

Civic and Community Center Financing Fund (CCCCFF) construction grant

Councilmember Hildebrand moved, seconded by Councilmember Arens, for adoption of Resolution 2024-4 requesting authorization from the Mayor and City Council for City of Norfolk staff to apply for a Civic and Community Center Financing Fund construction grant and authorization for Mayor and City staff to execute the grant application and all related documents.

Economic Development Director Candice Alder provided information to elected officials. Alder said this is a partnership with the Riverpoint Creative District and grant dollars would go toward

the purpose of updating and enhancing the safety and ambiance of the Riverpoint Creative District through the planning and implementation of wayfinding and permanent lighting for areas of focus, in particular alley way lighting, intersection lighting, amphitheater lighting, and corridor lighting. Staff are proposing to apply for the maximum \$1,125,000. The required one-to-one-match would be a combination of Vehicle Parking District Funds that were set aside in the current FY budget, private donations that were part of the overall Riverfront development project, and Keno dollars that were already incorporated into the Riverfront development project. Alder noted that for this funding year, funding for the CCCFF grants was restricted to communities that have established creative districts and within the creative district boundaries. The grant dollars would come to the City of Norfolk, and we would execute all the activities.

Jim McKenzie, 1412 Longhorn Drive, asked how the city's match requirement will be funded. Alder said \$85,000 of Vehicle Parking District funds have been set aside for lighting and \$500,000 of Keno funds have already been committed to Riverfront development. There are also multiple private donations. McKenzie expressed concern with the large amount of tax dollars being used for the match.

#### North Fork Area Transit, Inc., Public Transportation Funding agreement

Councilmember Granquist moved, seconded by Councilmember Murren, for approval of a Public Transportation Funding Agreement between the City of Norfolk and North Fork Area Transit, Inc.

City Attorney Danielle Myers-Noelle provided information to the Mayor and City Council. The City has assisted in funding public transit since the early 1970s. In early 2023 the City Council terminated the ongoing funding agreement with the understanding North Fork Area Transit (NFAT) would make an annual funding request going forward and an annual funding agreement would be considered by council. Attached is a funding agreement for NFAT's FY 2024 operation (July 1, 2023 through June 30, 2024). NFAT met with the Policies and Procedures Subcommittee on January 3, 2024 to present an update on NFAT operations, review the City agreement, and answer questions related to NFAT services and budget. Key pieces of the agreement - The agreement is not renewable and contemplates \$100,000.00 total, divided quarterly; The agreement expands on previous audit requirements and places more responsibility on NFAT to provide documentation to the City when requested; the agreement adds a section that requires NFAT to notify the City if the State Department of Transportation declines to fulfill a reimbursement request and gives the City the option to immediately terminate the agreement; the agreement formalizes what was put into place on February 21, 2023, which requires NFAT to have at least one Norfolk City Council member on its Board of Directors.

Lacy Kimes, 2608 W Prospect Ave, NFAT Board of Directors President, reviewed trip purposes, who is using the service, state transit system funding, historic and current ridership, highest volume pick up and drop off locations, and FY2024 budget including expenses, revenues, and the local match support. Kimes also spoke to reforms the organization has made in the last year, including hiring a local accounting firm to take charge of all of the accounting, the addition of more board members, increased finance committee meetings to review all bills, and making sure the needs of the community are met efficiently.

Councilmember Snorton asked if a ridership goal had been established.

Jan Einspahr, NFAT Board of Directors member, said there are limitations on ridership due to budget constraints for staffing, but once the budget allows increased staffing, they can look at increasing ridership.

Councilmember Hildebrand said he is hesitant to approve additional funding because we don't know the outcome of the court case involving the previous manager.

Kimes said it could be months before we know the outcome of that, but stressed that the need for transportation is still there. Without NFAT, there are people in our community that don't have transportation, and we can't forget who we are serving.

Jim McKenzie, 1412 Longhorn Drive, spoke in support of the City's \$100,000 contribution to NFAT and said the TeleLift service is critically important to the community and noted he is impressed with the changes NFAT has made within the organization.

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

Water Extension District No. 129 project  
(advertise for bids)

Councilmember Granquist moved, seconded by Councilmember Arens, for approval to advertise for bids for the Water Extension District No. 129 (North Highway 81 approximately from Sheridan Drive north to Eisenhower Avenue) project.

Public Works Director Steven Rames provided information to the Mayor and City Council. The plans, specifications, and engineer's estimate for this project are filed in the City offices. This project includes construction of a water main extended from 13th Street and Eisenhower Avenue south approximately 2900' to 13th Street and Sheridan Drive. A bid letting is tentatively scheduled for February with Council approval of the lowest responsive and responsible bidder in March.

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

Toole Design agreement  
(create Safe Streets for All plan)

Councilmember Granquist moved, seconded by Councilmember Hildebrand, for approval of a professional services consultant agreement with Toole Design to create a Safe Streets for All plan for an amount not to exceed \$298,979.30.

Assistant City Engineer Anna Allen provided information to the Mayor and City Council. On August 15, 2022, the City Council approved Resolution No. 2022-36 to establish a 'Vision Zero' initiative through a SS4A grant to work towards zero roadway fatalities and serious injuries. City staff, with the help of Toole Design, submitted an application to the U.S. Department of Transportation in September of 2022 and was awarded \$209,300 to be used by the City of Norfolk to develop a comprehensive safety action plan. The City's cost share in this grant is \$89,700 for a total of \$299,000 in funding to complete the action plan. On September 18, 2023, the Mayor and Council approved advertising for a Request for Proposals for completion of an Action Plan for the Safe Streets and Roads for All (SS4A) program. This is the first step in the process of establishing zero roadway fatalities and serious injuries. When the action plan is completed, there will be another opportunity to apply for grants to help offset the cost of the implementation of this plan. On October 17, 2023, one proposal was received from Tool Design. On November 6, 2023 Mayor and Council authorized staff to negotiate a contract with Tool Design for completion of the Action Plan for this project.

Jim McKenzie, 1412 Longhorn Drive, questioned how realistic the Vision Zero goal is and said an analysis on the effectiveness should be done before implementation or spending a lot of money.

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

Ordinance No. 5867

(update water & sewer rates, correct building fee error)

Councilmember Arens introduced, seconded by Councilmember Murren, Ordinance No. 5867 entitled: AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA TO AMEND SECTION 2-5 OF THE OFFICIAL CITY CODE TO UPDATE WATER RATES AND WASTEWATER TREATMENT RATES; TO CORRECT A TYPOGRAPHICAL ERROR IN A BUILDING PERMIT FEE THAT WENT INTO EFFECT OCTOBER 1, 2023; 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.

Public Works Director Steven Rames provided information to elected officials. This ordinance includes a 6.25% increase in water rates, a 3.5% increase in residential and commercial sewer rates, and an 8% increase in industrial sewer rates to go into effect in February 1, 2024. These proposed increases, as well as a rate comparison and history of previous increases, were presented to the Public Services, Traffic and Infrastructure Subcommittee on December 11, 2023. Proposed updates to fees are underlined and highlighted in the ordinance. Rames reviewed rate comparisons among similar sized cities, debt history, history of rate increases, and the current FY proposed bill increase for water and sewer rates.

Ordinance No. 5867 was then read into the record by title by the City Clerk.

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Snorton, Clausen and Hildebrand.  
Nays: None. Absent: None. Ordinance No. 5867 passed on first reading.

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

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

Thereafter Councilmember Arens moved, seconded by Councilmember McCarthy, that the statutory rules requiring reading on three different days be suspended and for final passage of the ordinance. The Mayor then stated the question "Shall Ordinance No. 5867 be passed and adopted?"

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Snorton, Clausen and Hildebrand.  
Nays: None. Absent: None. The passage and adoption of said ordinance having been concurred in by a majority of all members of the Council, the Mayor signed and approved the ordinance and the City Clerk attested the passage and adoption of the same and affixed her signature thereto. The Mayor then instructed the City Clerk to publish said Ordinance No. 5867 as required by law.

Resolution No. 2024-5

(remove Madison County Industrial Tract designation)  
(property north of East Monroe Avenue, between S. 1st St & S. Chestnut St.)

Councilmember Arens moved, seconded by Councilmember Hildebrand, for adoption of Resolution No. 2024-5 approving to remove the Madison County Industrial Tract (CIT) designation from property generally located north of East Monroe Avenue, between South First Street and South Chestnut Street.

City Administrator Andy Colvin provided information to elected officials. In 1957 the Nebraska Legislature passed legislation to allow for the creation of County Industrial Tracts near municipalities for the purpose of encouraging industrial development. This resolution focuses on three parcels. The driver of this discussion was the stockyards, which has not been in operation since approximately 2015 and has been sitting vacant since then. In looking at how to redevelop South Norfolk, the property's CIT designation takes away the City's ability to do much with it. There are a lot of unknowns and the cost to clean up the property could be in the millions. Colvin also noted no City property tax is being collected as it is outside city limits and cannot be annexed due to the current CIT designation. The first step to remove the CIT designation is the formal request by the City to Madison County. If the County finds that the uses are not consistent with the purposes of the County Industrial Tract statutory language, they are required to hold a hearing for removal of the CIT designation. Unless the property owner can prove the property is still being used for industry, State Statute states the County shall remove the CIT designation.

State Statute only allows for this process to take place every even-numbered year during the month of March.

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Snorton, Clausen and Hildebrand.  
Nays: None. Absent: None. Resolution No. 2024-5 was adopted.

There being no further business, the Mayor declared the meeting adjourned at 7:28 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 Tuesday, January 16, 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.

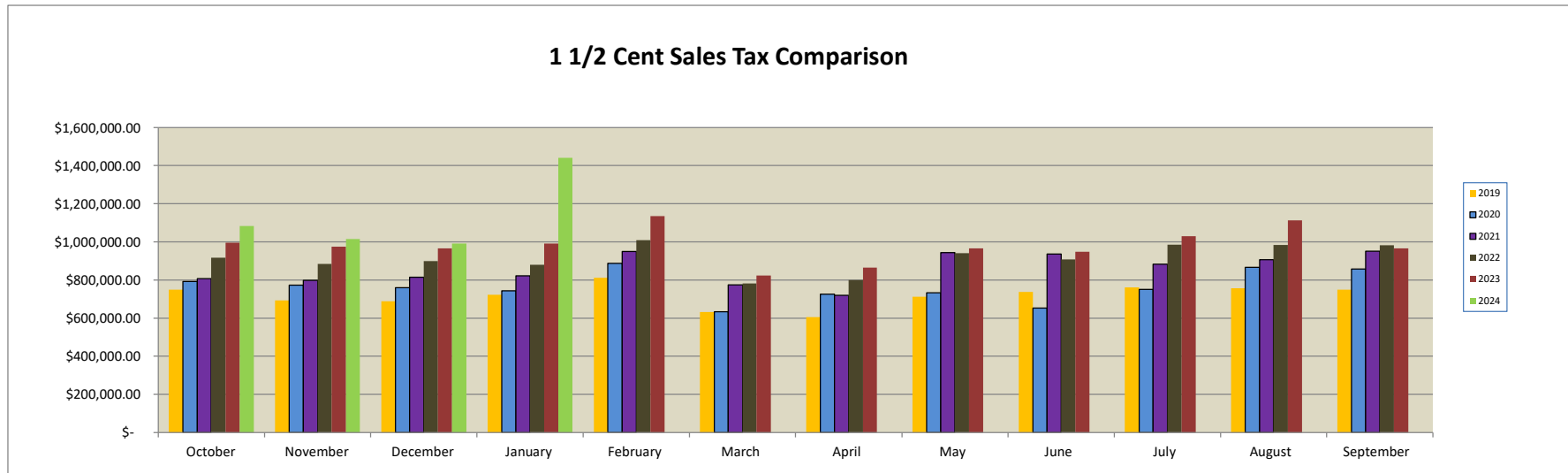
\_\_\_\_\_  
Brianna Duerst  
City Clerk

( 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	\$ -	\$ 1,137,003.26	\$ -	0.00%	\$ -	0.00%	
March	\$ 632,492.20	\$ 633,342.26	\$ 774,090.95	\$ 781,268.81	\$ 823,190.27	\$ -	\$ 824,235.61	\$ -	0.00%	\$ -	0.00%	
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>\$ 4,529,290.02</b>	<b>\$ 11,585,868.94</b>	<b>\$ 601,960.61</b>	<b>15.33%</b>	<b>\$ 597,779.25</b>	<b>15.20%</b>	





Steven D. Rames, P.E., L.S.  
Public Works Director/City Engineer

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

February 6, 2024

CERTIFIED RETURN RECEIPT REQUESTED

Dania Naser  
807 West Pasewalk Avenue  
Norfolk, NE 68701

RE: Sidewalk located at 807 West Pasewalk Avenue, Norfolk, NE

Dear Dania,

Our office recently received notification that the sidewalk along your property at 807 West Pasewalk Avenue does not meet current minimum design standards for local pedestrians. For reference attached is a picture showing the sidewalk out of compliance.

Therefore, this letter is to inform you of the situation and give you until May 6, 2024 to repair the sidewalk. If the sidewalk cannot be repaired within 90 days, a contract signed by a contractor indicating a completion date for the repair shall be provided to the City Engineering Office. We encourage owners to repair the sidewalk as soon as possible in order to provide safe walking conditions for the public. The sidewalk must comply with ADA standards and city code. The sidewalk shall have a maximum cross slope of less than 2% and a running slope that either matches the slope of the curb line or must be 5% or less.

I have attached a copy of Section 22-23 of the Norfolk City Code which addresses the owner's responsibility to repair sidewalks that have been damaged or are out of compliance.

My final attachment lists local sidewalk contractors that the City of Norfolk has worked with in the past to complete repairs of this nature. This list is purely for your convenience and does not limit you in choosing a contractor or individual to complete this repair. As the owner, you may complete the work yourself if you so choose. We would recommend contacting our office before pouring any concrete to ensure compliance.

Please call my office at 402-844-2020 or by email at [srames@norfolkne.gov](mailto:srames@norfolkne.gov) if you have any questions or require additional information.

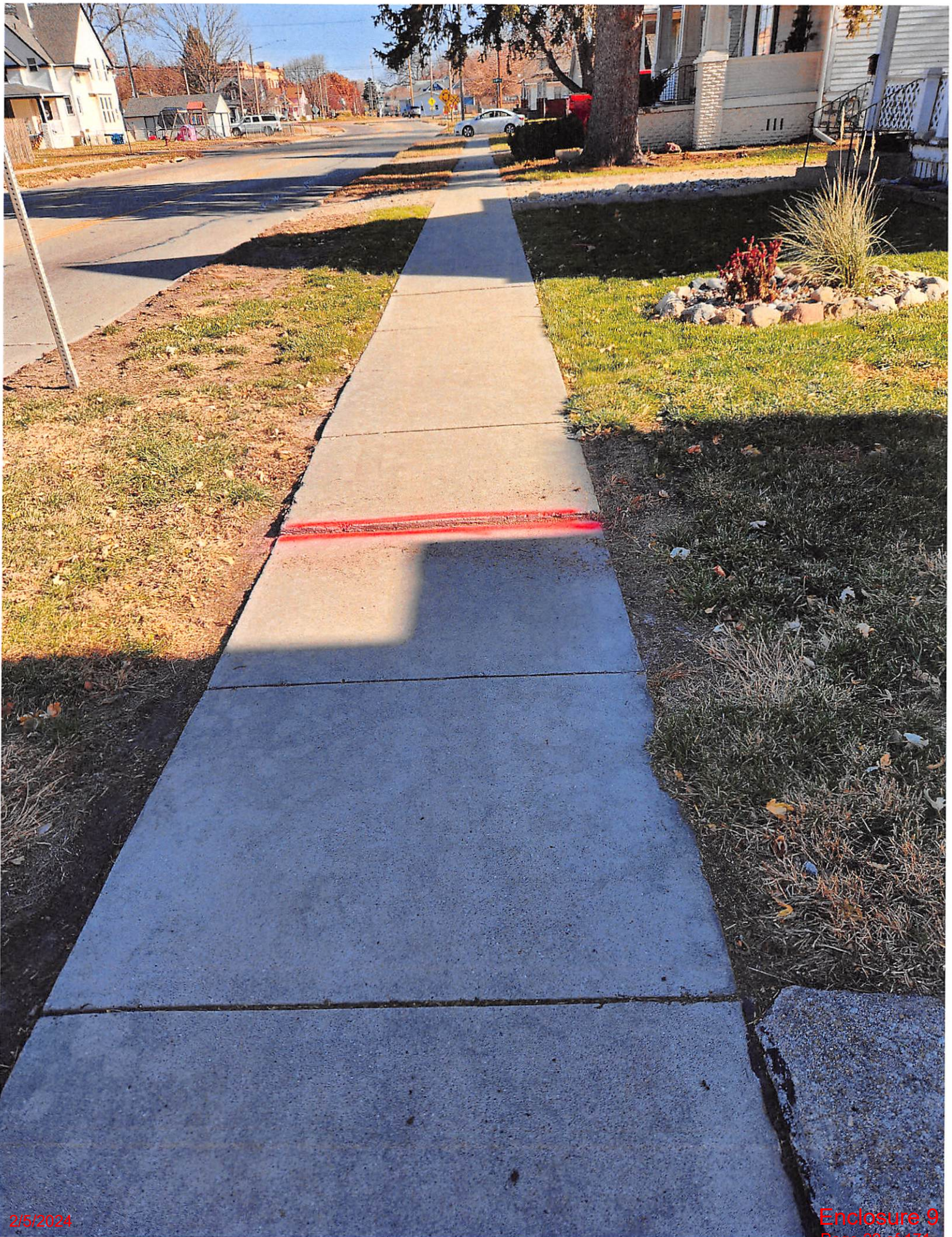
Respectfully,



Steven D. Rames, P.E., L.S.  
Public Works Director/City Engineer

Enclosure







**Sec. 22-23. Duty of owner to repair; construction or repair by order of city; right of city to do work.**

(a) The owner of each lot, tract or parcel of land adjacent to which a sidewalk is constructed, or which may hereafter be required to be constructed, is hereby required to keep such sidewalk in good repair and safe condition. All sidewalks shall be free of cracks, grass or other trip hazards.

(b) In addition to the provisions set forth in (a) above, an owner of a lot, tract or parcel of land, upon written notice from the department of public works with the approval of the city council, shall construct or repair a sidewalk or sidewalks adjacent to such lot, tract or parcel, or repair the sidewalk or sidewalks adjacent to such lot, tract or parcel of land. All such sidewalks shall be constructed or repaired within ninety (90) days after the service of said written notice upon the owner or, in the alternative, the owner of the lot shall, within ninety (90) days after the service of said written notice upon the owner, provide to the city's department of public works proof of a written contract between the property owner and a third party for the construction or repair of the sidewalk; provided that if the owner does not reside within the city, the notice shall be served upon the owner's agent or upon the occupant or tenant of said lot, tract or parcel of land.

(c) If the owner, agent, occupant or tenant of such lot, tract or parcel of land shall fail to construct or repair such sidewalks within the ninety (90) day period after notice shall have been served upon him, her or it, and if the owner, agent, occupant or tenant of such lot shall fail to, within ninety (90) days after the service of said written notice, provide to the city's department of public works proof of a written contract with a third party for the construction or repair of the sidewalk, it shall be the duty of the department of public works to have the sidewalk or sidewalks constructed or repaired and all expenses incurred in the construction or repair of said sidewalk or sidewalks shall be specifically assessed against the lot, tract or parcel of land adjacent thereto and collected in the manner provided by law for special assessments. The city shall charge a price per square foot or lineal foot as set forth in Section 2-5 of this Code which shall be charged for the construction or repair of sidewalks; or, the city may have the department of public works keep accurate records of the costs of construction or repair and submit said cost records to the city council for the purpose of specially assessing said costs against such lot, tract or parcel or land as provided herein.

Source: Code 1962, §§ 9-1-7, 9-1-8, 9-1-11; Ord. No. 3680, § 1, 10-2-89; Ord. No. 4892, § 2, 7-3-06; Ord. No. 5135, § 13, 9-7-10; Ord. No. 5794, § 1, 7-18-22;  
State law reference—Sidewalk assessments, R.R.S. 1943, 16-661 et seq.

**Sidewalk Construction Contractors**

Updated October, 2023

**Bolz Construction**  
Jason  
607 Logan  
Osmond, NE 68765  
Phone 402-640-4797  
Email: [ajbolz@hotmail.com](mailto:ajbolz@hotmail.com)

**BVJ Construction**  
Vidal A. Aguirre  
4302 Pierce Drive  
Norfolk, NE 68701  
Phone: 402-640-1199

**Ken Funk Construction**  
PO Box 1287  
Norfolk, NE 68700-1287  
402-565-4507 Home/Office  
402-841-8285 Mobile  
402-565-4502 Fax

**Gavino Construction, LLC**  
2769 1<sup>st</sup> Avenue  
Columbus, NE 68601  
402-309-6293 or  
402-910-0605  
[Gabinoamaro34@gmail.com](mailto:Gabinoamaro34@gmail.com)  
[Gavinoconstruction021421@gmail.com](mailto:Gavinoconstruction021421@gmail.com)

**I & P Construction**  
Ignacio Machuca  
2600 Crestview Road  
Norfolk, NE 68701  
Phone: 402-750-1043  
[iandpconstruction@outlook.com](mailto:iandpconstruction@outlook.com)

**Jimenez Construction**  
211 Shetland Path  
Norfolk, NE 68701  
402-992-1193  
402-371-0992  
[jimenezconstruction@live.com](mailto:jimenezconstruction@live.com)

**Lotspeich Construction**  
Aaron Lotspeich  
2617 31<sup>st</sup> Street  
Columbus, NE 68601  
Phone #402-606-6103  
[lotsconstruction@outlook.com](mailto:lotsconstruction@outlook.com)

**M & B Quality Concrete**  
Attn: Brent  
4405 W Eisenhower Avenue  
Norfolk, NE 68701  
402-841-4007  
[brent@mbconcrete.net](mailto:brent@mbconcrete.net)

**Ned Porn**  
402-841-7475

**Santana's Construction, LLC**  
Abel Aguilar  
Norfolk, NE  
402-649-6850  
[Santanasconstructionllc22@gmail.com](mailto:Santanasconstructionllc22@gmail.com)

**TDK Construction**  
Travis Kubes  
1310 Sheridan Drive  
Norfolk, NE 68701  
402-992-9520  
Fax 402-379-3604  
[traviskubes@yahoo.com](mailto:traviskubes@yahoo.com)

**TNT Concrete and More LLC**  
Kalin & Kyle Thompson  
402-640-5858 or 402-860-6952

**Concrete Grinding**  
Big Timber Sawmill  
Hwy 35  
Lanny Lawson  
402-841-0695

Updated June, 2018

Steven D. Rames, P.E., L.S.  
Public Works Director/City Engineer

srames@norfolkne.gov

February 6, 2024

CERTIFIED RETURN RECEIPT REQUESTED

Robert L. Hansen  
2900 Honolulu Ave  
La Crescenta, CA 91214-3909

RE: Sidewalk located at 809 West Pasewalk Avenue, Norfolk, NE

Dear Mr. Hansen,

Our office recently received notification that the sidewalk along your property at 809 West Pasewalk Avenue does not meet current minimum design standards for local pedestrians. For reference attached is a picture showing the sidewalk out of compliance.

Therefore, this letter is to inform you of the situation and give you until May 6, 2024 to repair the sidewalk. If the sidewalk cannot be repaired within 90 days, a contract signed by a contractor indicating a completion date for the repair shall be provided to the City Engineering Office. We encourage owners to repair the sidewalk as soon as possible in order to provide safe walking conditions for the public. The sidewalk must comply with ADA standards and city code. The sidewalk shall have a maximum cross slope of less than 2% and a running slope that either matches the slope of the curb line or must be 5% or less.

I have attached a copy of Section 22-23 of the Norfolk City Code which addresses the owner's responsibility to repair sidewalks that have been damaged or are out of compliance.

My final attachment lists local sidewalk contractors that the City of Norfolk has worked with in the past to complete repairs of this nature. This list is purely for your convenience and does not limit you in choosing a contractor or individual to complete this repair. As the owner, you may complete the work yourself if you so choose. We would recommend contacting our office before pouring any concrete to ensure compliance.

Please call my office at 402-844-2020 or by email at [srames@norfolkne.gov](mailto:srames@norfolkne.gov) if you have any questions or require additional information.

Respectfully,



Steven D. Rames, P.E., L.S.  
Public Works Director/City Engineer

Enclosure







**Sec. 22-23. Duty of owner to repair; construction or repair by order of city; right of city to do work.**

(a) The owner of each lot, tract or parcel of land adjacent to which a sidewalk is constructed, or which may hereafter be required to be constructed, is hereby required to keep such sidewalk in good repair and safe condition. All sidewalks shall be free of cracks, grass or other trip hazards.

(b) In addition to the provisions set forth in (a) above, an owner of a lot, tract or parcel of land, upon written notice from the department of public works with the approval of the city council, shall construct or repair a sidewalk or sidewalks adjacent to such lot, tract or parcel, or repair the sidewalk or sidewalks adjacent to such lot, tract or parcel of land. All such sidewalks shall be constructed or repaired within ninety (90) days after the service of said written notice upon the owner or, in the alternative, the owner of the lot shall, within ninety (90) days after the service of said written notice upon the owner, provide to the city's department of public works proof of a written contract between the property owner and a third party for the construction or repair of the sidewalk; provided that if the owner does not reside within the city, the notice shall be served upon the owner's agent or upon the occupant or tenant of said lot, tract or parcel of land.

(c) If the owner, agent, occupant or tenant of such lot, tract or parcel of land shall fail to construct or repair such sidewalks within the ninety (90) day period after notice shall have been served upon him, her or it, and if the owner, agent, occupant or tenant of such lot shall fail to, within ninety (90) days after the service of said written notice, provide to the city's department of public works proof of a written contract with a third party for the construction or repair of the sidewalk, it shall be the duty of the department of public works to have the sidewalk or sidewalks constructed or repaired and all expenses incurred in the construction or repair of said sidewalk or sidewalks shall be specifically assessed against the lot, tract or parcel of land adjacent thereto and collected in the manner provided by law for special assessments. The city shall charge a price per square foot or lineal foot as set forth in Section 2-5 of this Code which shall be charged for the construction or repair of sidewalks; or, the city may have the department of public works keep accurate records of the costs of construction or repair and submit said cost records to the city council for the purpose of specially assessing said costs against such lot, tract or parcel of land as provided herein.

Source: Code 1962, §§ 9-1-7, 9-1-8, 9-1-11; Ord. No. 3680, § 1, 10-2-89; Ord. No. 4892, § 2, 7-3-06; Ord. No. 5135, § 13, 9-7-10; Ord. No. 5794, § 1, 7-18-22;  
State law reference—Sidewalk assessments, R.R.S. 1943, 16-661 et seq.

**Sidewalk Construction Contractors**

Updated October, 2023

Bolz Construction  
Jason  
607 Logan  
Osmond, NE 68765  
Phone 402-640-4797  
Email: [ajbolz@hotmail.com](mailto:ajbolz@hotmail.com)

BVJ Construction  
Vidal A. Aguirre  
4302 Pierce Drive  
Norfolk, NE 68701  
Phone: 402-640-1199

Ken Funk Construction  
PO Box 1287  
Norfolk, NE 68700-1287  
402-565-4507 Home/Office  
402-841-8285 Mobile  
402-565-4502 Fax

Gavino Construction, LLC  
2769 1<sup>st</sup> Avenue  
Columbus, NE 68601  
402-309-6293 or  
402-910-0605  
[Gabinoamaro34@gmail.com](mailto:Gabinoamaro34@gmail.com)  
[Gavinoconstruction021421@gmail.com](mailto:Gavinoconstruction021421@gmail.com)

I & P Construction  
Ignacio Machuca  
2600 Crestview Road  
Norfolk, NE 68701  
Phone: 402-750-1043  
[iandpconstruction@outlook.com](mailto:iandpconstruction@outlook.com)

Jimenez Construction  
211 Shetland Path  
Norfolk, NE 68701  
402-992-1193  
402-371-0992  
[jimenezconstruction@live.com](mailto:jimenezconstruction@live.com)

Lotspeich Construction  
Aaron Lotspeich  
2617 31<sup>st</sup> Street  
Columbus, NE 68601  
Phone #402-606-6103  
[lotsconstruction@outlook.com](mailto:lotsconstruction@outlook.com)

M & B Quality Concrete  
Attn: Brent  
4405 W Eisenhower Avenue  
Norfolk, NE 68701  
402-841-4007  
[brent@mbconcrete.net](mailto:brent@mbconcrete.net)

Ned Porn  
402-841-7475

Santana's Construction, LLC  
Abel Aguilar  
Norfolk, NE  
402-649-6850  
[Santanasconstructionllc22@gmail.com](mailto:Santanasconstructionllc22@gmail.com)

TDK Construction  
Travis Kubes  
1310 Sheridan Drive  
Norfolk, NE 68701  
402-992-9520  
Fax 402-379-3604  
[traviskubes@yahoo.com](mailto:traviskubes@yahoo.com)

TNT Concrete and More LLC  
Kalin & Kyle Thompson  
402-640-5858 or 402-860-6952

**Concrete Grinding**  
Big Timber Sawmill  
Hwy 35  
Lanny Lawson  
402-841-0695

Updated June, 2018



Steven D. Rames, P.E., L.S.  
Public Works Director/City Engineer

srames@norfolkne.gov

February 6, 2024

CERTIFIED RETURN RECEIPT REQUESTED

Daniel E. & Connie J. Geary  
1707 North 13<sup>th</sup> Street  
Norfolk, NE 68701

RE: Sidewalk located at 304 North 3<sup>rd</sup> Street, Norfolk, NE

Dear Dan and Connie,

Our office recently received notification that the sidewalk along your property at 304 North 3<sup>rd</sup> Street does not meet current minimum design standards for local pedestrians. For reference attached are pictures showing the sidewalk out of compliance.

Therefore, this letter is to inform you of the situation and give you until May 6, 2024 to repair the sidewalk. If the sidewalk cannot be repaired within 90 days, a contract signed by a contractor indicating a completion date for the repair shall be provided to the City Engineering Office. We encourage owners to repair the sidewalk as soon as possible in order to provide safe walking conditions for the public. The sidewalk must comply with ADA standards and city code. The sidewalk shall have a maximum cross slope of less than 2% and a running slope that either matches the slope of the curb line or must be 5% or less.

I have attached a copy of Section 22-23 of the Norfolk City Code which addresses the owner's responsibility to repair sidewalks that have been damaged or are out of compliance.

My final attachment lists local sidewalk contractors that the City of Norfolk has worked with in the past to complete repairs of this nature. This list is purely for your convenience and does not limit you in choosing a contractor or individual to complete this repair. As the owner, you may complete the work yourself if you so choose. We would recommend contacting our office before pouring any concrete to ensure compliance.

Please call my office at 402-844-2020 or by email at [srames@norfolkne.gov](mailto:srames@norfolkne.gov) if you have any questions or require additional information.

Respectfully,



Steven D. Rames, P.E., L.S.  
Public Works Director/City Engineer

Enclosure















**Sec. 22-23. Duty of owner to repair; construction or repair by order of city; right of city to do work.**

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(b) In addition to the provisions set forth in (a) above, an owner of a lot, tract or parcel of land, upon written notice from the department of public works with the approval of the city council, shall construct or repair a sidewalk or sidewalks adjacent to such lot, tract or parcel, or repair the sidewalk or sidewalks adjacent to such lot, tract or parcel of land. All such sidewalks shall be constructed or repaired within ninety (90) days after the service of said written notice upon the owner or, in the alternative, the owner of the lot shall, within ninety (90) days after the service of said written notice upon the owner, provide to the city's department of public works proof of a written contract between the property owner and a third party for the construction or repair of the sidewalk; provided that if the owner does not reside within the city, the notice shall be served upon the owner's agent or upon the occupant or tenant of said lot, tract or parcel of land.

(c) If the owner, agent, occupant or tenant of such lot, tract or parcel of land shall fail to construct or repair such sidewalks within the ninety (90) day period after notice shall have been served upon him, her or it, and if the owner, agent, occupant or tenant of such lot shall fail to, within ninety (90) days after the service of said written notice, provide to the city's department of public works proof of a written contract with a third party for the construction or repair of the sidewalk, it shall be the duty of the department of public works to have the sidewalk or sidewalks constructed or repaired and all expenses incurred in the construction or repair of said sidewalk or sidewalks shall be specifically assessed against the lot, tract or parcel of land adjacent thereto and collected in the manner provided by law for special assessments. The city shall charge a price per square foot or lineal foot as set forth in Section 2-5 of this Code which shall be charged for the construction or repair of sidewalks; or, the city may have the department of public works keep accurate records of the costs of construction or repair and submit said cost records to the city council for the purpose of specially assessing said costs against such lot, tract or parcel of land as provided herein.

Source: Code 1962, §§ 9-1-7, 9-1-8, 9-1-11; Ord. No. 3680, § 1, 10-2-89; Ord. No. 4892, § 2, 7-3-06; Ord. No. 5135, § 13, 9-7-10; Ord. No. 5794, § 1, 7-18-22;  
State law reference--Sidewalk assessments, R.R.S. 1943, 16-661 et seq.

Sidewalk Construction Contractors

Updated October, 2023

Bolz Construction  
Jason  
607 Logan  
Osmond, NE 68765  
Phone 402-640-4797  
Email: [ajbolz@hotmail.com](mailto:ajbolz@hotmail.com)

BVJ Construction  
Vidal A. Aguirre  
4302 Pierce Drive  
Norfolk, NE 68701  
Phone: 402-640-1199

Ken Funk Construction  
PO Box 1287  
Norfolk, NE 68700-1287  
402-565-4507 Home/Office  
402-841-8285 Mobile  
402-565-4502 Fax

Gavino Construction, LLC  
2769 1<sup>st</sup> Avenue  
Columbus, NE 68601  
402-309-6293 or  
402-910-0605  
[Gabinoamaro34@gmail.com](mailto:Gabinoamaro34@gmail.com)  
[Gavinoconstruction021421@gmail.com](mailto:Gavinoconstruction021421@gmail.com)

I & P Construction  
Ignacio Machuca  
2600 Crestview Road  
Norfolk, NE 68701  
Phone: 402-750-1043  
[iandpconstruction@outlook.com](mailto:iandpconstruction@outlook.com)

Jimenez Construction  
211 Shetland Path  
Norfolk, NE 68701  
402-992-1193  
402-371-0992  
[jjimenezconstruction@live.com](mailto:jjimenezconstruction@live.com)

Lotspeich Construction  
Aaron Lotspeich  
2617 31<sup>st</sup> Street  
Columbus, NE 68601  
Phone #402-606-6103  
[lotsconstruction@outlook.com](mailto:lotsconstruction@outlook.com)

M & B Quality Concrete  
Attn: Brent  
4405 W Eisenhower Avenue  
Norfolk, NE 68701  
402-841-4007  
[brent@mbconcrete.net](mailto:brent@mbconcrete.net)

Ned Porn  
402-841-7475

Santana's Construction, LLC  
Abel Aguilar  
Norfolk, NE  
402-649-6850  
[Santanasconstructionllc22@gmail.com](mailto:Santanasconstructionllc22@gmail.com)

TDK Construction  
Travis Kubes  
1310 Sheridan Drive  
Norfolk, NE 68701  
402-992-9520  
Fax 402-379-3604  
[traviskubes@yahoo.com](mailto:traviskubes@yahoo.com)

TNT Concrete and More LLC  
Kalin & Kyle Thompson  
402-640-5858 or 402-860-6952

Concrete Grinding

Updated June, 2018

Big Timber Sawmill  
Hwy 35  
Lanny Lawson  
402-841-0695

**Call for Artists**  
**City of Norfolk, Nebraska**  
**Roundabout Art Sculpture**  
**1<sup>st</sup> Street and Braasch Avenue**

The **City of Norfolk's Public Arts Council** invites artists to submit proposals for consideration in the design and creation of an art installation in the roundabout located at 1<sup>st</sup> Street and Braasch Avenue in Norfolk, Nebraska. The art installation should depict some aspect(s) of Norfolk's history and be composed of materials to illustrate the history of Norfolk.

History of the area: Col. Charles Mathewson and his two sons, Charles and Joseph, built the Sugar City Cereal Mill along the North Fork River at 1<sup>st</sup> Street and Norfolk Avenue. The mill served as a sawmill and gristmill, as well as one of Norfolk's first general stores and its first post office for the first settlers that arrived in Norfolk in 1866. The original mill was built in 1869. Mill stones, powered by river water, ground the grain into flour. The river provided power to the mill until 1929 when a new hydroelectric power plant was added to activate motors in the plant. Through the years, a number of brands of flour were produced there.

### **Site Description**

The art installation is set to be showcased within a circular traffic island (roundabout) situated to the north of the intersection of 1st Street and Norfolk Avenue in Norfolk, Nebraska. This roundabout will be positioned adjacent to Johnson Park and the North Fork Riverfront. Both the park and the riverfront are currently undergoing multi-million-dollar renovations with an anticipated completion date of summer 2024. More information regarding the project can be found here: [www.northforkriverfront.com](http://www.northforkriverfront.com).

The City of Norfolk will cover the cost of preparing the site and base for the sculpture. This designated area will have both water and electricity readily available on-site, if needed, to incorporate into the design of the sculpture.

### **Selection Criteria**

Proposals submitted by artists will be reviewed by a selection committee and is based on the following criteria:

- Quality, appropriateness, and suitability of the proposed sculpture in relation to the request for proposal.
  - Design consideration: Sculpture must be durable, require minimal maintenance, meet safety standards, and adhere to City codes and state regulations.
  - Location: Suitability to the proposed sculpture to the location of a roundabout.
- The artist's ability to carry out the commission, to keep the project within budget, and to complete the work on schedule. Assessment is based on evidence of successful projects undertaken and completed as noted in the artist's resume and work samples.

### **Guidelines and Prerequisites for Chosen Artist's Artwork**

- The art installation should depict an aspect of the area or activities that take place in the area.
- The sculpture must be a freestanding, physical structure and fit within a six (6) foot by six (6) foot footprint and not exceed 12 feet in height.
- The sculpture must be secured so that it does not fall over.
- The sculpture must be durable enough to withstand rain, sun, snow, extreme heat, freezing temperatures and high winds.

- The sculpture acquired for this site must be durable, low maintenance, pose no hazard to the public, and require minimal conservation. Artists submitting proposals are required to provide a statement of recommended maintenance.
- Sculpture will be in a highly visible location for residents and visitors to enjoy.

### **Budget**

Artists submitting proposals should incorporate all expenses associated with the proposed sculpture, encompassing transportation costs, sub-ground level anchoring (footing), excavation expenses, labor and equipment charges for installation, as well as any above-ground base costs. Inclusions in these expenses can comprise of supplies and materials, artist(s) fees, any subcontracted work pertinent to the project, studio rental, electricity, telephone, travel expenditures, a secure base, an amortized segment of general liability insurance, and a small contingency percentage.

No compensation will be provided for preliminary sketches or designs submitted along with the proposal. Additionally, expenses related to documentation photography for the artist's portfolio will not be reimbursed.

Proposal cannot exceed \$35,000.

### **Submission**

Artists must submit (at minimum) the following:

1. **Proposed Conceptual Design** - This should encompass a two-dimensional visual representation of the initial idea, which can be presented in various artistic media (e.g., photograph, graphite, colored pencil, pen & ink, watercolor, etc.).
2. **Previous Artwork Portfolio** - You may include up to five (5) images in JPEG or PNG format, demonstrating the quality of your previous work. This portfolio should consist of both full views and detailed shots, and ideally include one (1) to three (3) photos of completed projects that directly align with your proposal.
3. **Detailed Budget Breakdown** - Present an itemized breakdown of the budget for your project.
4. **Artistic Vision and Maintenance Plan** - Share your artistic vision for the artwork, along with a statement outlining your recommended maintenance procedures.
5. **Sculpture Specifications** - Provide a to scale concept along with details regarding the sculpture's dimensions, weight, materials, and any specific foundation support or anchoring requirements that may be necessary.
6. **Artist's Resume** - This should encompass your professional background and qualifications, including three references for validation.
7. **General Liability Insurance**

Submit six (6) hard copies and an electronic copy of your proposal to the City of Norfolk, Parks and Recreation, ATTN: Nathan Powell, 309 N. 5<sup>th</sup> Street, Norfolk, Nebraska 68701, prior to 2:00 p.m. on Tuesday, June 18, 2024. No late proposals will be accepted.

Additional questions regarding this project need to be submitted in writing to [parksandrec@norfolkne.gov](mailto:parksandrec@norfolkne.gov).









## Parks and Rec Board Meeting Minutes

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**Thursday, January 18, 2023**

**5:00 p.m.**

**City Council Chambers**

Jerrett Mills called the meeting to order at 5:00 p.m.

Mills informed the public of the Open Meetings Act posted in the Council Chambers.

Roll Call found the following members present: Terry Rasmussen, Angie Bailey, Austin Truex, Jerret Mills, Patrick Gerhart, Melissa Temple and Jason Tollefson. Absent: Ann Dover and Becki Wulf.

City staff present: Parks & Recreation Direction Nathan Powell, Assistant Director of Recreation PJ Evans, Sports Supervisor Ron LaMie, Parks Supervisor Ryan Beed, Administrative Assistant Kylee Soderberg, Communication Manager Nick Stevenson, and Administrative Assistant Jen Olson.

Rasmussen moved, seconded by Temple to approve the January 18, 2024 agenda. Roll call: All ayes. Nays: None. Absent: Dover and Wulf.

Rasmussen moved, seconded by Bailey to approve the December 21, 2023 minutes. Roll call: All ayes. Nays: None. Absent: Dover and Wulf.

Powell presented concept of Liberty Bell Park with proposed new amenities: restroom, covered picnic shelter, and pickleball court. Temple made a motion to recommend for approval the locations of the new amenities at Liberty Bell Park seconded by Truex. Roll call: All ayes. Nays: None. Absent: Dover and Wulf.

Supervisor reports were given by LaMie, Evans and Powell.

With no further business, the meeting was adjourned at 5:23 p.m.

The next meeting will be on February 22, 2024 at 5:00 p.m. in the City Council Chambers at 309 N 5<sup>th</sup> Street, Norfolk, NE.

Minutes recorded and taken by Jen Olson, Parks and Rec Admin Assistant.

**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

Elkhorn Valley Museum

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

515 Queen City Blvd Norfolk, NE 68701

Retail Liquor License Address or Non-Profit Business Address

36-3377579

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): 3/2/24 \_\_\_\_\_

Event Start Time(s): 630 \_\_\_\_\_

Event End Time(s): 930 \_\_\_\_\_

Alternate Date: None

Alternate Location Building & Address: None

Event Building Name: Elkhorn Valley Museum

Event Street Address/City: 515 Queen City Blvd Norfolk

Indoor area to be licensed in length & width: 37 x 32

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

Type of Event: Fundraiser Estimate # of attendees: 60

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: Libby McKay Event Contact Phone Number: 402-371-3886

Event Contact Email: ljm.erm@gmail.com

\*Signature Authorized Representative: Libby McKay Printed Name Libby J. McKay

*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.

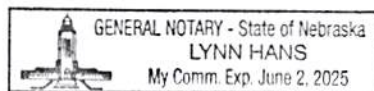
Elkhorn Valley Museum  
NAME OF CORPORATION

36-3377579  
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 10th DAY OF January, 2024



[Signature]  
NOTARY PUBLIC SIGNATURE & SEAL

**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

Traylormade Catering / The Whitehouse  
Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)  
116 S 2nd St Pierce NE 68767  
Retail Liquor License Address or Non-Profit Business Address  
CK-076285

Retail License Number or Non-Profit Federal ID #  
Consecutive Dates only  
Event Date(s): 3-1-24  
Event Start Time(s): 4:00pm  
Event End Time(s): 11:00pm  
Alternate Date: none

Alternate Location Building & Address:  
Event Building Name: Our Savior Lutheran Church  
Event Street Address/City: 2420 W Omaha ave Norfolk NE 68701  
Indoor area to be licensed in length & width: 50x100

Outdoor area to be licensed in length & width: \_\_\_ X \_\_\_ (Diagram Form #109 must be attached)  
Type of Event: Fundraiser Estimate # of attendees: 120  
Type of alcohol to be served: Beer X Wine X Distilled Spirits X  
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Shane Taylor Event Contact Phone Number: 402 841 5123  
Event Contact Email: taylormadecatering22@gmail.com

\*Signature Authorized Representative: Shane Taylor Printed Name Shane Taylor

*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



NEBRASKA LIQUOR CONTROL COMMISSION  
PHONE: (402) 471-2571  
Website: 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

Jim's Fine Wine & More  
Retail Liquor License Name or Non-Profit Organization (\*Must include Form #201 as Page 2)  
2001 Market Lane, Norfolk 68701  
Retail Liquor License Address or Non-Profit Business Address  
CK-078415  
Retail License Number or Non-Profit Federal ID #

Consecutive Dates only  
Event Date(s): 2/8/24  
Event Start Time(s): 4:00 P.M.  
Event End Time(s): 8:00 P.M.  
Alternate Date: \_\_\_\_\_

Alternate Location Building & Address: \_\_\_\_\_  
Event Building Name: Deets Furniture  
Event Street Address/City: 2010 S. 13th St, Norfolk NE  
68701  
Indoor area to be licensed in length & width: 30x70

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

Type of Event: Wine & Cordial Tasting Estimate # of attendees: 75

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 Rutten Event Contact Phone Number: 402-371-7190

Event Contact Email: jim@jimsfinewine.com

\*Signature Authorized Representative: Jim Rutten Printed Name: J.M. Rutten

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)

[Signature]  
Local Governing Body Authorized Signature

\_\_\_\_\_  
Date

## AGREEMENT

This Agreement is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as “CITY”, and Norfolk Youth Baseball, Inc., a Nebraska Nonprofit Corporation, hereinafter referred to as “NORFOLK STEEL”, WITNESSETH:

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, CITY agrees to allow NORFOLK STEEL to use the CITY’s ball fields for baseball practice, camps, games, 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 NORFOLK STEEL for baseball practice, camps, games, and tournaments for their 2024 baseball season. CITY’s parks and recreation director or his designee shall designate which ball fields are to be used by NORFOLK STEEL.

2. TERM. This Agreement shall be from March 1, 2024 through December 1, 2024.

3. OFF-SEASON. The parties understand 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, restrooms may not be open, and CITY’s Parks and Recreation Division is not fully staffed. 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. NORFOLK STEEL 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 Veterans Memorial Park or Ball Fields #4 and #5 at Ta-Ha-Zouka Park).
- c. \$50.00 per day for games (at Veterans Memorial Park).
- d. \$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.)
- e. Cost of any chalk or Diamond Dry purchased from CITY.

NORFOLK STEEL shall complete and submit a Roster Form listing all teams in NORFOLK STEEL’S program along with payment. NORFOLK STEEL 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. NORFOLK STEEL agrees to provide CITY with a comprehensive list of game times and to keep the same current.

6. NONEXCLUSIVE USE. The parties understand that NORFOLK STEEL's use of the ball 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 or his designee.

7. LIABILITY. NORFOLK STEEL 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, NORFOLK STEEL shall name CITY as an additional insured. The policy issued shall cover all activities sponsored by NORFOLK STEEL while using CITY's ball fields with no exclusions. NORFOLK STEEL's insurance shall be the primary insurance coverage for NORFOLK STEEL's events. NORFOLK STEEL agrees to be responsible for any damages or claim of loss not covered by NORFOLK STEEL's 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 by February 20, 2024, then (1) NORFOLK STEEL 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.

8. RELEASES. In the event that NORFOLK STEEL obtains Releases (from either its own players or players from visiting teams) for participation in NORFOLK STEEL'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.

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

10. ADVERTISING. NORFOLK STEEL shall not erect any advertising or temporary signs at CITY's ball fields.

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



12. VOLUNTEERS. Any volunteers that access CITY's ball fields as part of this Agreement are NORFOLK STEEL's volunteers and NORFOLK STEEL shall be responsible for any insurance coverage or liability related to or stemming from NORFOLK STEEL's volunteers.

13. HOLD HARMLESS/INDEMNIFICATION. NORFOLK STEEL agrees to save, hold harmless, indemnify and defend CITY, its representatives, agents and employees from any loss or damage or claim of loss by NORFOLK STEEL 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 NORFOLK STEEL failing to perform its obligations under this Agreement or engaging in any activity not authorized by this Agreement.

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

15. FIELD LIGHTS. CITY shall allow NORFOLK STEEL to utilize the field lights at Ta-Ha-Zouka Park and NORFOLK STEEL shall be responsible for turning said field lights on and off when utilizing the facility.

16. 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 NORFOLK STEEL resulting from CITY's cancellation of NORFOLK STEEL's activities.

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

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.

ATTEST:

CITY OF NORFOLK, NEBRASKA,  
A Municipal Corporation

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

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

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

NORFOLK YOUTH BASEBALL, INC.,  
A Nebraska Nonprofit Corporation

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

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

# NORFOLK PUBLIC LIBRARY ANNUAL REPORT

2022-2023

## LIBRARY HOURS

Open 7 days a week, 63 hours per week

Monday-Thursday: 9am-8pm    Friday-Saturday: 9am-5pm    Sunday: 1:30pm-4:30pm

## LIBRARY SERVICES

	2021-22	2022-23	Percent Change
<b>Number of Registered Borrowers</b>	11,909	12,758	7%
<b>Library Visits</b>	115,084	122,253	6%
<b>Reference Transactions</b>	3,500*	5,590	60%
<b>Interlibrary Loan Materials Borrowed for our Patrons</b>	1,492	1,477	-1%
<b>Interlibrary Loan Materials Loaned to Other Libraries</b>	1,954	2,130	9%
<b>Use of Public Computers</b>	15,662	16,273	4%
<b>Items Circulated (checked out for use outside the library)</b>			
Circulation of Adult Print/Physical Materials	93,043	92,446	-1%
Circulation of Adult Electronic Materials	46,023	54,261	18%
Circulation of Children's Print/Physical Materials	88,277	89,379	1%
Circulation of Children's Electronic Materials	8,854	9,561	8%
<b>Total Circulation of Library Materials</b>	236,197	245,647	4%
<b>Total In-House Usage (used in the library, but not checked out - i.e. magazines, reference materials, makerspace equipment, etc.)</b>	12,621	12,813	2%
<b>Number of Locally Funded Database Subscriptions (Consumer Reports, Chilton Auto Repair, etc.)</b>	14	15	7%
<b>Total Annual Usage of Locally Funded Databases</b>	20,922	21,370	2%
<b>Total Collection Use (Computer Use + Circulation + In-House Use + Database Use)</b>	<b>285,402</b>	<b>296,103</b>	<b>4%</b>

\*Estimate only - based on previous year's number while taking into account the increase in visits

## LIBRARY PROGRAMS

	2021-22	2022-23	Percent Change
<b>Children's Programs</b>	146	181	24%
Attendance at Children's Programs	7,430	8715	17%
<b>Young Adult/Teen Programs</b>	11	19	73%
Attendance at Young Adult/Teen Programs	37	109	195%
<b>Adult Programs</b>	162	182	12%
Attendance at Adult Programs	1,724	2574	49%
<b>Total Programs</b>	<b>319</b>	<b>382</b>	<b>20%</b>
<b>Total Program Attendance</b>	<b>9,191</b>	<b>11,398</b>	<b>24%</b>

## LIBRARY COLLECTIONS

	Number held at end of previous fiscal year	Number added	Number withdrawn	Number held at end of current fiscal year
<b>Books in Print</b>	85,451	7,952	4,469	88,934
<b>E-books</b>	35,865			27,049*
<b>Audiobooks &amp; CDs</b>	5,523	679	430	5,772
<b>E-Audiobooks</b>	23,855			36,650*
<b>DVDs</b>	4,936	383	247	5,072
<b>Magazines, Newspapers, and Serials Subscriptions</b>	137	4	22	119
<b>Video Games, Board Games, Hotspots, Pamphlet Files &amp; Microfilm</b>	1,013	75	20	1,068
<b>Total Collection</b>	<b>156,780</b>	<b>16,140</b>	<b>7,404</b>	<b>161,181</b>

\*While we do purchase additional e-books and e-audiobooks for our library, the majority of this collection is held and managed by the Nebraska OverDrive Libraries consortium that we participate in. Copies are not voluntarily withdrawn but are removed from the collection when the licensing from the publisher expires. For most titles, libraries are not allowed to keep digital materials indefinitely the way they can with printed materials. Copies licensed for library use expire after a certain time period or a certain number of checkouts and then must be purchased again if they are to remain available.

## LIBRARY FINANCES

<b>City Revenue</b>		\$1,967,706
<b>State Revenue</b>	Library State Aid	\$3,465
<b>Federal Revenue</b>	Grant: Emergency Connectivity Fund reimbursement for hotspot lending	\$23,313
<b>Other Revenue</b>	Lender Compensation paid by the Nebraska Library Commission for loans to other libraries	\$4,222
	Grant: Daycos4Good funding for hotspot lending	\$4,800
<b>Total Revenue</b>		<b>\$1,980,193</b>
<b>Staff Expenditures</b>	Staff Salaries, Wages, and Benefits	\$1,278,161
<b>Collection Expenditures</b>	Library Materials in Print Format	\$154,084
	Library Materials in Electronic Format	\$58,987
	Other (DVDs, CDs, Audiobooks, etc.)	\$46,348
<b>Other Expenditures</b>	Computer hardware, accessories and software	\$53,674
	Electronic Access	\$27,311
	Continuing Education & Travel	\$2,617
	Building maintenance, utilities, office supplies, insurance, miscellaneous	\$231,448
	Capital Expenditures	\$0
<b>Total Expenditures</b>		<b>\$1,852,630</b>

# Affidavit

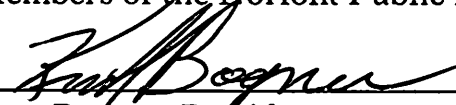
We, the undersigned members of the Norfolk Public Library Citizens Library Advisory Board, hereby attest that the attached figures are accurate and true to the best of our knowledge. This report was approved at the January 22, 2024 Library Board meeting in order to meet the provisions of Section 51-213, *Nebraska Revised Statutes*, and is hereby presented to the Norfolk City Council.

Moved by Tom Dover, Jr.

Seconded by Libby McKay

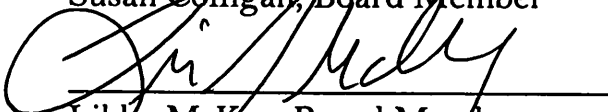
Approved by all present at the meeting, as indicated by their signatures below.


Members of the Norfolk Public Library's Citizens Advisory Board:

  
Kurt Bogner, President

  
Tom Dover, Jr., Board Member

  
Susan Colligan, Board Member

  
Libby McKay, Board Member

  
Brian Porn, Board Member

# DISTINGUISHED CITIZENSHIP RECOGNITION

Heather, Lincoln, & Brooklyn Wingate

## “People Power Award”

**WHEREAS**, for their act of distinguished citizenship and good neighborliness, in this instance for orchestrating a fundraiser to pay off negative student lunch accounts raising over \$2,000; and

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

**NOW, THEREFORE, BE IT RESOLVED** that I, Josh Moenning, Mayor of the City of Norfolk, Nebraska, along with the Norfolk City Council, hereby recognize Heather, Lincoln, & Brooklyn Wingate for their extraordinary act of citizenship.

---

Mayor Josh Moenning, Norfolk, Nebraska

February 5, 2024

S E A L

City of Norfolk's

# "PEOPLE POWER" AWARD

Proudly Presented To

*Heather Wingate*

for distinguished citizenship and generosity, in this instance for her efforts in organizing a fundraiser to help pay off negative student lunch accounts.

.....  
Date

.....  
Mayor Josh Moenning



City of Norfolk's

# "PEOPLE POWER" AWARD

Proudly Presented To

*Lincoln Wingate*

for distinguished citizenship and generosity, in this instance for his efforts in organizing a fundraiser to help pay off negative student lunch accounts.

.....  
Date

.....  
Mayor Josh Moenning



City of Norfolk's

# "PEOPLE POWER" AWARD

Proudly Presented To

*Brooklyn Wingate*

for distinguished citizenship and generosity, in this instance for her efforts in organizing a fundraiser to help pay off negative student lunch accounts.

.....  
Date

.....  
Mayor Josh Moenning

**Northeast Nebraska  
Regional  
Land Bank**

1310 W Norfolk Ave, Suite D  
Norfolk, NE 68701  
P402-844-2080 F402-844-2089  
www.norfolkne.gov

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To Mayor and Council,

Please accept this letter as a formal request from the Northeast Nebraska Regional Land Bank for funding in the amount of \$50,000 (currently budgeted 2023-2024). The Board will use this funding to help create affordable housing options, enhance community value, and establish additional tax revenue for the citizens of Norfolk. Upon request, the Board will provide financial reports that will depict the revenues and expenditures of these designated funds. Any further questions regarding the request can be directed to Gary Bretschneider at (402) 844-2080.

Sincerely,



Rob Merrill  
Chairman, Northeast Nebraska Regional Land Bank and the following Board Members:  
John Kouba  
Mayra Mendoza  
Brian Lundy  
Benjamin Temple  
Randy Wilcox  
Rod Johnson  
Soshia Bohn  
Juan Sandoval



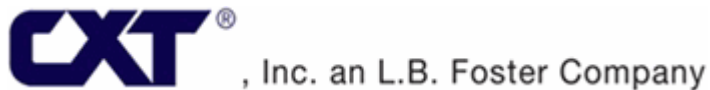
**DIVISION EXPENDITURE BUDGET CALCULATION**

**DIVISION CODE: 036**

<b>Code</b>	<b>Description</b>		<b>Amount</b>
68	OTHER PROFESSIONAL FEES		140,552
	Park Master Plan	14,062	
	Downtown Master Plan	46,490	
	Senior Center	80,000	
69	MISCELLANEOUS		50,000
	Land Bank	50,000	
82	BUILDING & IMPROVEMENTS		1,404,000
	Grit Removal Building Improvements	1,035,000	
	Administration Building Security and ADA Accessibility Upgrades	100,000	
	Pool Heater at AquaVenture	180,000	
	Fire Station Restroom Remodel	89,000	
84	MACHINERY & EQUIPMENT		50,000
	Network Battery Backup Replacement	50,000	
87	INFRASTRUCTURE		773,943
	Johnson Park Improvements	354,508	
	Street Improvements	419,435	



Quote #: REDW0EGUFZ-1



**Mailing Address:**

CXT Incorporated, an LBFoster Co.  
606 N. Pines Road, Suite 202  
Spokane Valley, WA 99206

**Phone:** (800) 696-5766  
**Date:** 12/20/2023

**To:** City of Norfolk

309 N 5th St.  
Norfolk, NE 68701

**Attention:** Nathan Powell

**Phone:** (402) 844-2184

**Re:** NE City of Norfolk  
Santiago RE11 (23-057P-S-03)

Our quotation for the Santiago - RE11 building is as follows:

Per Building

Santiago RE11 building with simulated cedar shake roof and split face block wall texture, 16-gauge galvanized steel doors and frames, insulation and heaters, vitreous china plumbing fixtures (2-lavatories, 1-water closet, 1-urinal), 3-roll toilet paper holder, exhaust fans, floor drains, s/s mirror, 4040 glass windows, 3030 sliding windows, ADA grab bars, ADA signs, one hose bib in chase area, interior lights and photo cell controlled exterior lights. Nebraska state engineered sealed drawings. Proposal Drawing #23-057P-S-03

\$265,773.00

Includes: freight/delivery to the Norfolk, NE area, crane, off-loading and setting of the building on customer's prepared accessible site.

**Sourcewell Contract #081021-CXT**

Freight

\_\_\_\_\_  
\$265,773.00

**FOB:** Freight FOB Plant Prepaid and Add.

**Terms:** Net 30 days subject to corporate credit approval.

**Notes:** Sales tax not included  
Number of Units: 1

This quotation is subject to the conditions on the attached sheet and the terms hereof shall constitute the exclusive agreement of the parties and all conflicting or additional terms in Buyer's purchase order or any other such documents of Buyer shall have no force or effect.

**L.B. FOSTER COMPANY**

By \_\_\_\_\_

Richard Edwards  
redwards@lbfoster.com

Accepted this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

By: \_\_\_\_\_ (Customer Name)

\_\_\_\_\_ (Signed)

## CONDITIONS OF SALE

1. Taxes: Prices exclude all Federal/State/Local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.
2. Payment Terms  
All orders are cash in advance. At CXT's discretion, credit may be given after approval of credit application. Payment to CXT by the purchaser of any approved credit amount is net 30 days after submission of invoice to purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning the 35th day (includes 5 day grace period) from the date of the invoice. Under no circumstances can a retention be taken and purchaser shall pay the full invoiced amount without offset or reduction. These terms are available upon approval of credit. If CXT initiates legal proceeding to collect any unpaid amount or other dispute arising out of or relating to this Quote, purchaser shall be liable for all of CXT's costs, expenses and attorneys fees associated with such litigation, including the fees and costs of any appeal.
3. Quotation Term: This offer is subject to acceptance within 60 days from the date of this quotation. After that time, prices are subject to change without notice.
4. Drawings  
Prices do not include any documentation other than standard drawings, packing lists, and invoices, unless otherwise stated in quote. Special documentation, reports, or submittals can be supplied at an additional cost. If additional engineering, engineering seals, state approvals, drawings, or insignias are required additional charges may incur.
5. Delivery  
Delivery will be scheduled immediately upon receipt of written customer approval of all building submittals, building worksheet(s) and signed contract/purchase order. In the event delivery of the buildings ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment, the terms of which will be as per item 2 in our quotation. Delivery and installation charges will be invoiced at the time of delivery and installation. Should the delivery and installation costs increase due to changes in the delivery period, this increase in cost will be added to the price originally quoted, and will be subject to the contract payment terms. In the event that the delivery is delayed more than 45 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1 1/2% of contract price per month or part of any month will be charged.
6. Fuel Costs  
Fuel costs for crane and freight have been quoted at fuel prices furnished at the time of quotation. If at the time of delivery and installation these costs have risen, CXT reserves the right to adjust the freight and crane costs to reflect the fuel costs furnished at the time of delivery.
7. Responsibilities of the Customer
  - A. Stake exact location building is to be set, including orientation.
  - B. Provide clear and level site, free of overhead and/or underground obstructions.
  - C. Provide site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements.
  - D. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles from State highway and/or main county road to site. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform delivery and installation.
  - E. Customer is responsible for all permits required.
  - F. Completing and complying with Pre-Order Information Worksheet that is incorporated herein by this reference.
8. Access to Site  
For Installation methods described below in paragraph 9 A & B, delivery will be made in normal highway trucks and trailers. If at the time of delivery conditions of access are hazardous or unsuitable for truck equipment for any reason, CXT shall be entitled to payment for extra costs to ensure a safe and quality installation to the chosen site or will agree to an alternative site with better access.  
To safely offload the facility referred to within this quotation, CXT must have clear and unobstructed access next to the gravel pad or hole where the facility will be placed. CXT is not responsible for cracked or damaged roads, driveways, sidewalks or aprons that are in the path of the delivery trucks or cranes at the final offloading site. Should CXT be required to obtain a larger crane than quoted due to site amenities or hardscapes, CXT will charge the customer the difference between the crane originally quoted, and the one that was hired to successfully offload the facility safely and efficiently.
9. Installation
  - A. **Full Install.** If the customer opts to have full installation of their new building, CXT will provide a backhoe trailered into the site, and prepare the customer site at the marked hole/pad area. The crane will arrive and set up next to the hole/pad. Any requirements to lift the building over obstacles or not having the ability of the crane to be right next to the hole could incur additional charges. The size of the crane varies however most cranes require an area of 18'x18' for their outriggers. Truck(s) carrying the vaults and the building systematically pull up right next to the crane and are offloaded onto the site. Any requirements to lift the building over obstacles or not having the ability of the truck to be right next to the crane could incur additional charges. Installation crew then performs all necessary excavation, backfill, compaction, site grading, and connection of utilities (if applicable). Please note: additional time and any special equipment needed by the installation crew for unscheduled site work will be billed to the customer.
  - B. **Set-Only Install.** If the customer opts to prepare the hole, and do earthwork preparation for the site, the customer will move all excess dirt to allow access by the crane and semi-truck. The crane will arrive and set up next to the hole/pad. Any requirements to lift the building over obstacles or not having the ability of the crane to be right next to the hole could incur additional charges. The size of the crane varies however most cranes require an area of 18'x18' for their outriggers. Truck(s) carrying the vaults and the building systematically pull up right next to the crane and are offloaded onto the site. Any requirements to lift the building over obstacles or not having the ability of the truck to be right next to the crane could incur additional charges. Customer performs all necessary excavation, backfill, compaction, site grading, connection of utilities (if applicable). If the pad for a flush building, or a customer prepared excavation/hole prep is not to CXT specifications, and results in extra costs the customer will be responsible for these extra costs.
  - C. **Ship-Only.** If customer opts to self-install their building CXT can provide a drawing of the recommended lifting/rigging arrangement plus the four special lifting plates for the buildings itself with a charge of \$5,000.00 to purchase the lifting plates and hardware to lift the building and vaults. The CXT arrangements will help prevent damage to the building. CXT will not take responsibility for any damage/accidents to the building or workers during the use or non-use of our recommended lifting/rigging arrangements.
  - D. CXT shall be entitled to reimbursement from customer for any expenses that are the result of conditions encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated by the customer or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities at the customer's location.
  - E. Should customer request additions or changes to the work, CXT shall be entitled to payment for additional or changed work. Any request for additions or changed work shall be in writing executed by Customer Field Representative by signing the additional work required section of the Building Acceptance Form, incorporated herein by this reference.
10. Transportation  
Your building(s) will be transported from our plant to your installation site via semi-truck with trailer. The length and clearance vary with the style of trailer used to accommodate your building model(s) and must be taken into consideration when determining access to site. If you ordered a(n)....  
Cascadian/Rocky Mountain - Requires 1 truck: When shipped in 2-pieces (standard) the building with vault is shipped on a flatbed trailer. The length of the tractor-trailer can be up to 75' long. Must have a 14' height clearance to access site.  
Gunnison - Requires 1 truck: Shipped with its vault, this building is typically shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height clearance to access site.  
Log Special • Requires 2 trucks: 1 to transport the building and 1 to transport vaults. The building is typically shipped on a step-deck trailer and 2 vaults are typically

transported on a flatbed trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height and 14' width clearance to access site.

Dbl Cascadian/Dbl Rocky Mountain • Requires 2 trucks: 1 to transport the building and 1 to transport the vaults. The building is typically shipped on a dbl-drop or low boy trailer (approximate ground clearance of 4 to 6") and the 2 vaults are typically transported on a flatbed trailer. The length of the tractor-trailer can range from 75' to 80'. Must have 14' height and 14' width clearance to access site.

Cortez/Ozark I/Teton/Pioneer - Requires 1 truck: Generally shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have a 14' height and 14' width clearance to access site.

Large Flush, Sectional, or Custom Bldgs -

(Arapahoe/OzarkII/Cheyenne/Montrose/Taos/Rainier/PomonayNavajo/Malibu/Kodiak/FontanayDiablo/Denali)

Requires 2-4 trucks, depending on size of building. Each section will be shipped on an RGN trailer (approximate ground clearance of 4 to 6"). The length of the tractor-trailer can range from 80' to 115'. Must have 14' height and 14' width clearance to access site. The Denali model could ship on either an RGN trailer or a dbl-drop.

Schweltzer/Mendocino - Requires 1-2 trucks, depending on size of building. Generally shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height and 14' width clearance to access site.

11. CXT Warranty

CXT warrants that all structures sold pursuant hereto will, when delivered, conform to specifications of the building listed on the quote. Structures shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within one (1) year of delivery. It is specifically understood that CXT's obligation hereunder is for credit or repair only. CXT will repair structural defects against materials and workmanship for one (1) year from date of delivery provided CXT is first given the opportunity to inspect said structure. CXT warranties all components sold within all structures pursuant here to when delivered within structures. Components deemed accepted and meeting specifications shall be warranted for a period of one (1) year against defects in the materials and/or workmanship from said date of delivery. CXT is not responsible for components that are damaged due to misuse, acts of violence, negligence, acts of God, or accidents. Shipping, handling, installation or other incidental or consequential costs, unless otherwise agreed to in writing by CXT, are not included.

This warranty shall not apply to:

Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely effect the stability or reliability thereof;

To any goods which have been subject to misuse, negligence, acts of God, or accidents;

To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

12. Disclaimer of Other Warranties

THE WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED. CXT MAKES NO OTHER WARRANTY EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

13. Limitation of Remedies

In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

14. Acceptance

The foregoing terms will be deemed accepted in full by signature and return of one copy to CXT, subject to customer credit approval. A copy of any applicable form of payment security device (i.e. payment bonds) available to CXT shall be included with the signed copy of this agreement.

15. Timing of Billing to Buyer

Seller will invoice Buyer upon shipment from its supplier or facility, unless otherwise indicated on the face of this document.

16. Storage of Material For Buyer

If, at Buyer's request, goods covered by this document are held at Seller's facility or service provider for more than 21 days after they are available for shipment, Buyer shall accept Seller's invoice and pay said invoice based on payment terms set forth herein.

17. Material Reservation

Seller will only reserve material for 30 days with receipt of an executed purchase order, quote or order acknowledgement acceptable to Seller. After that time, material availability, price and shipment date may be adjusted, at Seller's option.





1452 Concession 4 West • Hamilton, ON, L0R 2B0 • Phone: 1-800-306-3319

City of Norfolk  
Phone: 402-844-2184

309 N 5th St.  
Norfolk, NE 68701

Job Address:  
Oak St and E Nebraska Ave, Norfolk, Nebraska  
Norfolk, NE

**Print Date:** 2024-01-31

## Proposal for City of Norfolk - Johnson Park DesignV4

### Proposal for Design, Consulting and Build Services

This Playground Design & Construction Agreement (this "Agreement") is between Bienenstock Natural Playgrounds Inc. ("Bienenstock") and City of Norfolk Parks and Recreation (the "Client")

The following Appendices and Annexes attached to this proposal shall form part of this proposal.

*Appendix 'A' - Design Scope*

*This section outlines the description of what is to be completed within the design development phase of the project.*

*Appendix 'B' - Timeline*

*This section outlines the timeline of the project for design & production windows. These timelines are projections and all meeting dates and deliverables will be discussed with your designer.*

*Appendix 'C' - Survey*

*This section outlines the requirements for the survey.*

*Appendix 'D' - Pricing*

*This section outlines the cost of services and payment terms.*

This process has been developed to be completed via 3 meetings with a Senior Designer from Bienenstock. If at any time it is required that a representative from Bienenstock be present at a community forum or other engagement outside the scope of the design process in Appendix 'A', you are required to provide at least 3 weeks notice prior to the date of the requested visit. The fees and disbursements for the additional visit are not included in the fees and disbursements set out in Appendix 'D' and will be covered under a separate written contract between you and Bienenstock.

Bienenstock's hourly rates for services rendered are as follows:

*Principal Designer: \$200.00*

*Lead Designer: \$175.00*

*Computer Renderer: \$150.00*

The terms of this proposal shall not be modified, amended or supplemented by any terms and conditions in any Client purchase order or acceptance documentation, and any such modified, amended or supplemental terms and conditions shall be of no force or effect. Bienenstock's total liability, if any, for any damages suffered by the Client, or any other party claiming on behalf of or through the Client, whether in contract, tort, warranty, or otherwise, shall be limited to direct money damages actually incurred, and shall not exceed the amount of money actually paid to Bienenstock by the Client for the services giving rise to such claim. In no event shall Bienenstock be liable for any loss of profit or loss of opportunity, whether direct or indirect, and in no event shall Bienenstock be liable for any indirect or consequential damages except claims that involve negligence by Bienenstock and its representatives.

Please refer to the proof of insurance attached with this proposal for insurance coverage. Bienenstock will name the Client as additional insured to this policy.

Except as expressly provided in this proposal, Bienenstock disclaims all warranties, legal, expressed or implied, including but not limited to any expressed or implied warranty of merchantability, of fitness for the intended use thereof or non-infringement all of which are hereby expressly excluded.

The parties agree to use their best efforts to carry out their obligations under this proposal, but in the event of strike, lock-out, accident, fire, delay in manufacturing, delay of carriers, acts of God, government action, state of war, epidemic, pandemic (including but not limited to COVID-19) or any other causes beyond their control ( a "force majeure"), neither party shall incur liability to the other due to the delay in performance or inability to perform, other than the Client's obligations to pay Bienenstock as provided in this proposal which must be completed as provided.

The parties shall complete performance of their obligations after the cause delaying or preventing performance has been eliminated or limited to such extent as to allow performance of their obligations.

This proposal is governed by the laws of the State of Nebraska, and each of the parties hereto irrevocably attorns to the exclusive jurisdiction of the courts of the State of Nebraska without regard to conflicts of laws principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this proposal and its application is strictly excluded.

This proposal may be executed in any number of counterparts, each of which will be deemed to be an original upon receipt, and all of which taken together will be deemed to constitute one and the same instrument. This proposal may be executed by electronic signature and/or transmitted in electronic form and the parties to this proposal consent thereto. Execution and/or transmission in electronic form shall be binding to the same extent as an original signed signature page.

Thank you for the opportunity to submit this proposal. Should you have any questions or concerns, please feel free to contact my team at 1-800-306-3319.

## **Appendix 'A'**

### **Section 1.0: Development & Consultation for Conceptual Design**

The design process will include three meetings with a Steering Committee (formed of ten or less stakeholder representatives to develop the conceptual design and preliminary cost estimates for your natural playground.

The designer will utilize a three-dimensional computer rendered model to present each revision of the conceptual design to the Steering Committee. Preliminary cost estimating will be based upon the conceptual design created through this process. Please note that estimates based upon conceptual designs are intended to assist the Steering Committee's decision-making process and are not exact construction budgets.

Upon the completion of a technical drawing package later in the design process, an exact construction estimate can be provided.

At the conclusion of the design development phase of the project, Bienenstock will provide the Steering Committee with 2D computer rendered images captured from the 3D concept, video fly through, and a black and white layout plan in PDF format.

#### **Deliverables**

- 1 Video conference kick-off meeting with Senior Designer
- 2 Video conference design meetings
- 1 Concept design with 3 design iterations (3rd being the final concept)
- 3D Computer model renders of a single design - in jpeg format
- 1 Video fly through of the final design
- Layout plan - in pdf format
- Cost estimate for a conceptual design of up to 12,000 square feet
- After approved design, a cost estimate for \$325K installation budget with a final concept renders showing the \$325K concept to be built as phase 1.
- A Bienenstock Representative will be responsible for the meeting notes

### **Section 2.0: Tender Drawing Package**

A technical drawing package will be developed based on the concept design created by Bienenstock Playgrounds for this project. This is only available as a package, and cannot be separated out into a drawing by drawing basis. This will

be produced for the \$325,000 final concept design. A separate contract or a Contract Amendment will be needed to produce packages for future phases or for an increase to the installation project value over and above the \$325,000.

## Deliverables

### **Demolition/Removals Plan**

This plan shows what existing site features are to be removed or retained within an identified work limit line, as well as show construction access, staging areas, disposal bin storage and the location of construction fencing.

### **Drainage/Grading Plan:**

This plan illustrates specific criteria to contractors for the completion of proper site drainage throughout the site. It addresses any accessibility requirements related to pathway grades as well as matching requirements to existing grades throughout the space.

### **Planting Plan**

Based on the functional design, a planting plan will be developed which indicates specific tree and shrub species on plan, as well as in table form for the contractor to order sufficient quantities at the recommended size.

### **Layout/Surfacing Plan:**

This plan shows the location of site features (components, border work, boulders, footing and foundations). Based on the functional design, a surfacing plan will be developed which indicates specific surfacing requirements on plan, as well as in table form for the contractor to order sufficient quantities.

### **Details**

A detail drawing page will be included that is referenced in the layout plan. Each detail indicates specific requirements for playground compliance with ASTM Playground Standards.

### **Section 3.0: Bidding Process**

Bienenstock will answer all questions during the answer period of the bidding process and provide a written addendum with the answers to all questions. Bienenstock will prepare an additional addendum if required during this process. Bienenstock will provide comment on the winning proponents ability to perform the work based on the lowest bid selection.

Please note that deliverables will be provided in electronic format only, unless otherwise noted.

### **Appendix 'B'**

### **Section 1.0: Design Timeline**

A Topographic Survey for the area(s) to be designed needs to be secured, please see Appendix 'C'. This document will show the existing conditions for the area(s) to be designed and the immediate surroundings.

### **Meeting 1: Design Consultation/Kick-off Meeting**

Format: In Person

Duration: 2-3hrs

Bienenstock's Senior Landscape Architect will visit the site prior to this meeting. Bienenstock will present a natural playground presentation to the Steering Committee outlining the benefits of nature play as well as various natural playground component ideas. Discuss site constraints, design wishlist, parameters and any curriculum needs. Information gathered at this meeting will inform the development of the concept design.

***Signed meeting minutes to be sent to Bienenstock within 7 business days from receipt of the draft minutes. If minutes are not returned, Bienenstock will not be able to proceed with the next step and the design schedule will be impacted and extended.***



**Concept Development**

Format: Internal

Duration: 2-3 weeks

Bienenstock will internally prepare concept 1 based on the wish list provided by the client. The development of concept one will start when Bienenstock receives the signed meeting minutes from the kick-off presentation as well as any necessary survey files.

**Meeting 2: Concept Presentation**

Format: video conference

Duration: Up to 1.5 hrs

Presenting 1st concept development to the Steering Committee utilizing 3D rendered images of the concept. Discuss high-level pricing.

***Signed meeting minutes to be sent to Bienenstock within 7 business days from receipt of the draft minutes. If minutes are not returned, Bienenstock will not be able to proceed with the next step and the design schedule will be impacted and extended.***

**Concept Development**

Format: Internal

Duration: 3-5 weeks

Bienenstock will internally prepare concept 2 based on the feedback provided by the client in the meeting minutes. The development of concept 2 will start when Bienenstock receives the signed meeting minutes from the first concept presentation.

**Meeting 3: Revised Concept Presentation**

Format: video conference

Duration: Up to 2 hours

Present the final (100% complete) 3D models of the natural playground design, and preliminary cost estimates to the Steering Committee. Discuss the next steps and any minor changes.

***Signed meeting minutes to be sent to Bienenstock within 7 business days from receipt of the draft minutes. If minutes are not returned, Bienenstock will not be able to proceed with the next step and the design schedule will be impacted and extended.***

**Concept Development**

Format: Internal

Duration: 1-2 weeks

Bienenstock will internally prepare the final concept iteration based on the feedback provided by the client in the meeting minutes. The development of the final concept will start when Bienenstock receives the signed meeting minutes from the second concept presentation. Bienenstock will issue the final deliverables via electronic submission.

*Submit Appendix A Section 1.0: Deliverables (electronic submission for a conceptual design of up to 12,000 square feet)*

**1-2 weeks****Meeting 4: \$325,000 Installation Concept Presentation**

Format: video conference

Duration: Up to 1 hours

Present the final (100% complete) 3D models of the natural playground design for the \$325,000 installation budget, and preliminary cost estimates to the Steering Committee. Discuss the next steps and any minor changes.

***Signed meeting minutes to be sent to Bienenstock within 7 business days from receipt of the draft minutes. If minutes are not returned, Bienenstock will not be able to proceed with the next step and the design schedule will be impacted and extended.***

**1-week**

*Submit Appendix A Section 1.0: Deliverables (electronic submission for a conceptual design of up to 12,000 square feet)*

**Tender Drawing Development**

Format: Internal

Duration: 3-4 weeks

Bienenstock will internally prepare the Tender drawings and submit to the Client for their review and comment.

**1 Week after submission**

**Meeting 4: Tender Drawing Review Meeting**

Format: video conference

Duration: Up to 1-2 hours

Review Tender Drawing Comments and adjustments from the Client

**Tender Drawing Development(For \$325,000 installation budget)**

Format: Internal

Duration: 1 week

Bienenstock will make the adjustments to the Tender drawings.

*Submit Appendix A Section 2.0: Deliverables (electronic submission)*

Once the proponent is selected for the Construction, Bienenstock will issue Stamped Construction Drawings Set and an Operations & Maintenance Manual for this design. (Electronic Submission)

**Appendix 'C'**

**Section 1.0 - Survey Drawings**

A topographic survey for the area(s) to be designed and immediate surroundings. This drawing shall be provided in AutoCAD dwg format and shall include, at a minimum, the following data:

- Property lines and easements (if applicable)
- Drainage
- Services and utilities
- Contour lines at 200mm or 6" intervals, spot elevations and finished floor levels
- Location and size of all trees and large shrubs
- Building footprints - including doors, windows and significant roof overhangs (if applicable)
- Location and height of fences and walls (if applicable)
- Site furnishings and play equipment (if applicable)
- Surfacing changes

Bienenstock must review the survey prior to starting the design process to ensure it has all the requirements.

Survey must be completed within the 12 months from the start of the design process unless construction was done during that period.

If the iCity has this information in it's files already that meet the above criteria a survey will not be required. If this information is not currently in the City's files, the City agrees to secure this survey and provide to Bienenstock. The cost of this survey is not included in Bienenstock's scope or fees.

**Appendix 'D'**

**Section 1.0: Pricing**

Items	Description	Qty/Unit	Unit Price	Price
Design Development	Concept Design Development	1 ALLOW	\$23,260.00	\$23,260.00
Construction Drawings	Tender Drawings & Stamped for Construction Drawings after bid process for \$325,000 Install budget	1 ALLOW	\$22,000.00	\$22,000.00

Items	Description	Qty/Unit	Unit Price	Price
Bid Process	Bid Process	1 ALLOW	\$2,550.00	\$2,550.00
Travel And Accommodations	Travel And Accommodations (ground transport, return flight, per diem, hotel) for first meeting	1 LS	\$2,225.00	\$2,225.00

**Total Price: \$50,035.00**

This proposal does not cover any fees from unforeseen costs associated with site plan approval applications, permitting, variances, etc.

This proposal's Concept Design fees are based our design that will manipulate up to 12,000 square feet of the space.

This proposal's Technical Drawings/Construction Drawings Design fees are based on the following criteria:

1. Installation budget of \$325,000

A separate contract with upset limits will be required for us to proceed beyond the scope of this proposal. Additional work required beyond the listed deliverables will be billed out at a blended rate of \$175.00/hr.

The Client is tax exempt and will provide a certificate for Bienenstock's files.Sales tax will not be charged.

Except as otherwise expressly provided for in this proposal, all dollar amounts referred to in this Agreement are stated in the lawful currency of the United States of America (USD).

A 5% late fee will be charged for any payment not received within four weeks of receipt of invoice.

Section 2.0: Payment Schedule

- Payment 1 (deposit): 40% - due at start of contract\*
- Payment 2: 25% - due upon substantial performance of Appendix A Section 1.0 Deliverables
- Payment 3: 25% - due upon substantial performance of Appendix A Section 2.0 Deliverables
- Payment 4: \_\_\_\_\_ 10% - due upon substantial performance of Appendix A Section 3.0 Deliverables

\*Please note that due to the major fluctuations in the marketplace, if the deposit payment/payment for your order is not received by BNP within four weeks of signing this contract, this contract becomes null and void and a new contract with updated pricing will be provided to the client.

\*\* This proposal becomes null and void if a State of Nebraska Landcape Architecture License (CLARB) for the Landscape Architect representing Bienenstock is not secured.

Payments to be couriered to 305 W. Magnolia St. #207. Ft. Collins, CO. 80251

All checks can be made to: Bienenstock Natural Playgrounds Inc.

Accepted: The above prices, specifications and conditions are satisfactory and are hereby accepted. Bienenstock is authorized to do the work as specified. Payments will be made as outlined above.

Please make all cheques payable to "Bienenstock Natural Playgrounds Inc."

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Bienenstock Natural Playgrounds Inc. US.

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Per: *John El-Raheb, CEO*

By signing this proposal, the Client agrees to all its terms and conditions including such terms and conditions as set out in the appendices attached to this proposal.

I confirm that my action here represents my electronic signature and is binding.

**Signature:** \_\_\_\_\_

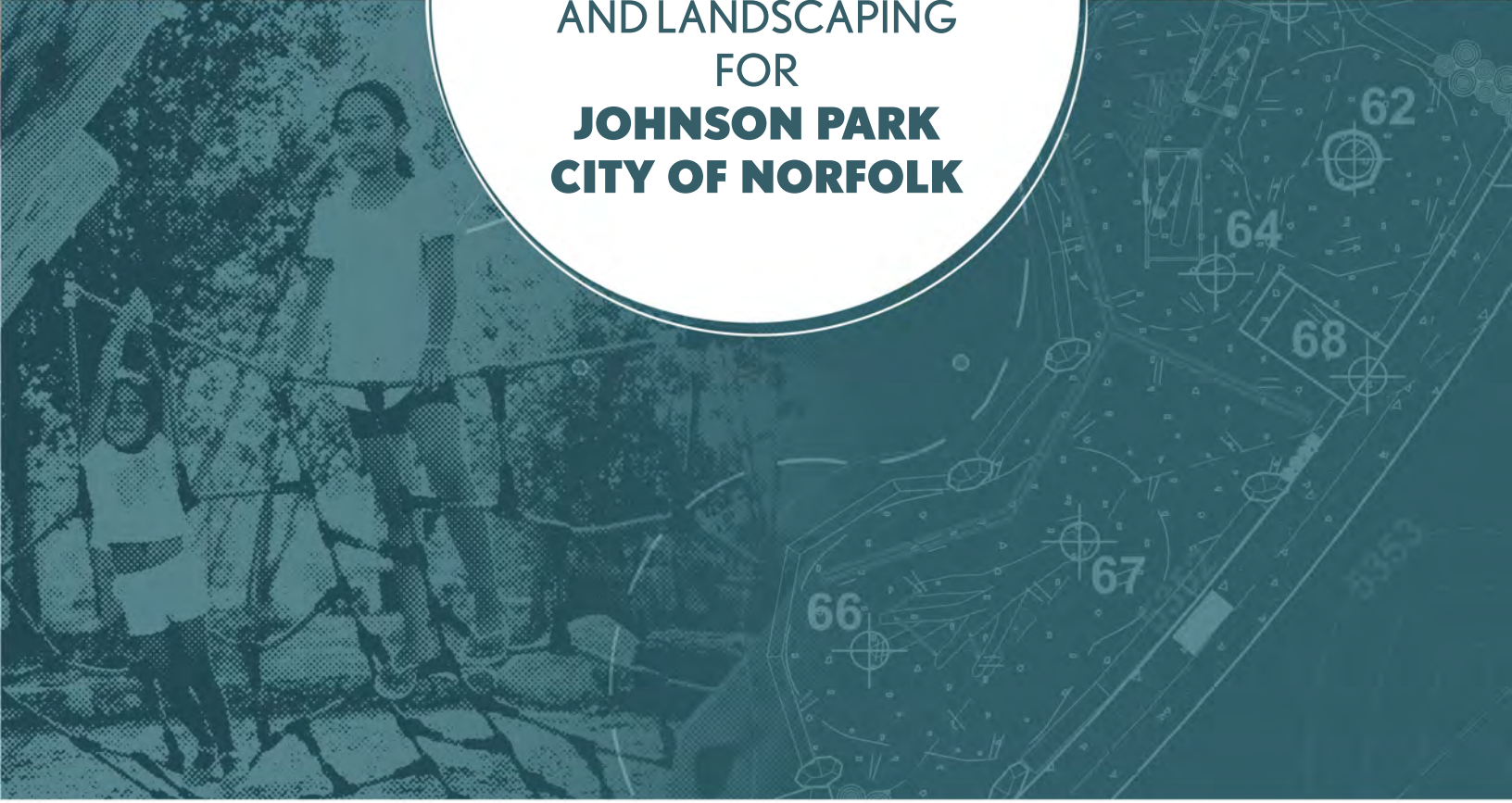
**Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_





**REQUEST  
FOR  
QUALIFICATIONS  
NATURE PLAYGROUND  
AND LANDSCAPING  
FOR  
JOHNSON PARK  
CITY OF NORFOLK**



Submitted by: Bienenstock Natural Playgrounds Inc.

Contact: Natasha Sembay  
Vice President

Sales, Marketing and Client Experience

Contact Number: 1-800-306-3319 ext 512 or 905-920-0115

2/5/2024 Contact Email: [natasha.sembay@bienenstockplaygrounds.com](mailto:natasha.sembay@bienenstockplaygrounds.com)



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# Cover Letter

## Re: Nature Playground and Landscaping for Johnson Park

Dear Selection Committee,

It is a pleasure for Bienenstock Natural Playgrounds to submit this proposal for the Nature Playground and Landscaping for Johnson Park in the City of Norfolk.

We commend the City of Norfolk's focus on youth and the importance of connecting children to nature.

Bienenstock is pleased to offer our support and expertise to bring those elements into reality. Our firm strongly values authentic nature play and we have completed over 4000 projects across the world in our overall goal to bring children to nature. Utilizing the principles of universal design, Bienenstock Natural Playgrounds designs spaces that are engaging for all children of all abilities. We believe in providing places of mastery for all youth which include fine motor, gross motor, quiet and contemplative, open spaces and creative spaces.

Bienenstock is uniquely equipped to assist the City of Norfolk with this project as we are not only a design firm, but we also produce our own play components and install our own designs. This makes us a company that can see a project right through from design to implementation.

As the world leaders in nature play, we look forward to facilitating the renovation of this park.

We look forward to hearing from you.

Warm regards,

A handwritten signature in black ink that reads "Natasha Sembay".

Natasha Sembay

Vice President

Sales, Marketing and Client Experience

# Executive Summary

We are looking forward to collaborating with the City of Norfolk on the design and construction of a play space for Johnson Park. In this proposal, we hope to convey our expertise in creating accessible, inclusive play spaces that are compliant with ADA and ASTM Standards. Our designs provide opportunities for multiple types of play (gross/fine motor, quiet contemplative, creative/dramatic) through the lens of optimal child development where every child has a place of mastery and we believe our design approach is directly aligned with the key characteristics outlined in the RFP. Our goal is to create a “yes” environment where children can freely explore, roam, run, jump, and use their imagination. However, we also see the importance of ensuring parents and caregivers still have sight lines throughout the space. In collaboration with the City of Norfolk, our Design team will carefully select play components, plant material and surfacing that will provide opportunities for children to collaborate, problem solve and challenge themselves in a developmentally appropriate play environment.

## Objectives

The Bienenstock Natural Playgrounds team understands that the City of Norfolk would like to develop a Nature Playground in Johnson Park. The proposed Nature Playground is part of a much larger redevelopment project for this park. Our approach is to create sensory rich spaces where children can connect to real, authentic nature utilizing elements and textures from the earth such as trees, logs, stumps, boulders, plants and natural surfacing (mulch, sand, gravel, sod). Our designs and methodology fosters imaginative, collaborative and inclusive play that stems across all races, genders, ability and ages.

As part of a collaborative approach with the City of Norfolk team, we will design a space through the lens of optimal child development through contact with a non-prescriptive environment. Throughout the space we will create different places of mastery for each child’s ability while enabling optimal risk assessment through graduated challenges and sensory engagement. These spaces will focus on a variety of gross/fine motor, creative/dramatic, quiet contemplative, and open space opportunities connected by walkways/trails that meet the ADA and ASTM requirements.

The goal is not to create a separate playspace from its surroundings, but to create an environment that is a reflection or expansion of existing habitats and natural environment.

## Scope and Deliverables

The key elements of the project scope are broken out into 2 primary parts. The play space design and the construction/supply of the playspace.

The design process will include three meetings with the City staff to develop the conceptual design and cost estimates.

The designer will utilize a three-dimensional computer rendered model to present each revision of the conceptual design to the City staff. Cost estimating will be based upon the conceptual design created through this process.

At the conclusion of the design development phase of the project, Bienenstock will provide the City staff with 2D computer rendered images captured from the 3D concept, video fly through, and a black and white layout plan in PDF format for final approval prior to finalizing construction drawings.



Meeting 1: Start-up/ Kick-off Meeting

Format: video conference

Duration: Up to 2hrs

Designer will present a natural playground presentation to the City staff outlining the benefits of nature play as well as various natural playground component ideas. Discuss site constraints, design wishlist, parameters and any curriculum needs. Information gathered at this meeting will inform development of the concept design.

Concept Development

Format: Internal

Duration: 2-3 weeks

Bienenstock will internally prepare concept 1 based on the wish list provided by the client. The development of concept one will start when Bienenstock receives the signed meeting minutes from the kick-off presentation as well as any necessary survey files.

Meeting 2: Concept Presentation

Format: video conference

Duration: Up to 1.5 hrs

Presenting 1st concept development to the City staff utilizing 3D rendered images of the concept. Discuss high-level pricing.

Concept Development

Format: Internal

Duration: 3-4 weeks

Bienenstock will internally prepare concept 2 based on the feedback provided by the client in the meeting minutes. The development of concept 2 will start when Bienenstock receives the signed meeting minutes from the first concept presentation.

Meeting 3: Final Concept Presentation

Format: video conference

Duration: Up to 2 hours

Present the final (100% complete) 3D renders of the natural playground design, and final cost estimates to the City Staff. Discuss the next steps and any minor changes.

# Standards & Policies

ASTM F1487-21 Playground Standard  
The Americans with Disabilities Act (ADA)  
Local municipal by-laws

## Accessibility

Bienenstock’s design approach follows the methodology of Universally Accessible Playground Design and compliance with the ADA and ASTM. Bienenstock specializes in collaborating with schools, cities, and child care centers to create inclusive, accessible, natural playgrounds and outdoor learning environments that connect children, families and communities to real authentic nature. Our approach is to understand the needs of all children engaging in the space. We will want to understand the age group of the children, if there are children with mobility considerations, visual impairments, hearing impairments or children on the autism spectrum. Effective, accessible playground design should not only remove physical barriers, but should also stress inclusivity, regardless of ability. Everyone deserves access to a full sensory experience in these spaces no matter their abilities, and we purposely provide many opportunities for sensory engagement for all users to engage with authentic nature. Our design approach is to ensure that there is something for everyone to be a master of in our spaces. To achieve this we need to incorporate features that are more than gross motor play.

## Sustainability

Natural playgrounds have a minimal impact on the environment. They are made using sustainable, renewable materials that have been responsibly sourced. This means that they do not contribute to pollution or the depletion of resources. Natural playgrounds also involve the use of native plants and trees, which improves biodiversity and supports the local ecosystem. The incorporation of soils and planting helps to provide areas that are carbon sinks. Wherever possible, our design process will look to re-use viable excavated materials in the construction of the new design. We aim to achieve the required grade changes by using excavated material for drainage requirements so we can limit the amount of material being trucked in and out of the site. This also helps us to direct the budget towards more of the features that are important to our clients.

## Managing Challenges / High Level Risks

Potential challenges would be assessed at the beginning of the project like site constraints or possible conservation or City regulations which would be discussed during the start-up meeting to mitigate any changes or delays in the design process pre-construction or during construction. Following each concept presentation, meeting minutes will be issued. Throughout the Design process meeting minutes are issued after each meeting. Design work will not resume until meeting minutes are signed off by a City staff representative to ensure both parties are on the same page moving forward.

# Team Organization & Qualifications

## Corporate Profile and Qualifications

Bienenstock Natural Playgrounds Inc. was established in 2004 and we have offices in Fort Collins, Colorado and Hamilton, Ontario. John El-Raheb, our CEO oversees our Executive Leadership team comprised of the following individuals: Adam Bienenstock (Founder), Jill Bienenstock (Educational Director), Lasse Larving (VP of Finance), Dave Rexworthy (Head of Design and Principal Designer), Josh Demkowich (Head of Production), Natasha Sembay (VP of Sales, Marketing and Client Experience) and Calvin Nicholls (Operations Manager). Each Executive Leader has teams that make up our roster of 50 employees. We have a dedicated Production team manufacturing our products in 2 facilities.

Since our inception, the company has grown at a 30% pace year-over-year, and the annual value of our landscape-specific construction projects nearing \$10,000,000. Over the last 5 years we have been part of over 850 playground and outdoor classroom installations in Canada and the United States. Our current projects that we are fulfilling range from a contract value of \$2000 - \$6,000,000.00. Our focus has been to establish ourselves as the nature play and outdoor education experts for the clients we work with, connecting children to nature in a meaningful way while harnessing its full-sensory engagement and developmental benefits. Our expertise ranges from optimal child development and sustainable sourcing practices to creating play spaces and outdoor learning environments that comply with the ASTM playground standard and the ADA for accessibility.

Bienenstock Natural Playgrounds are committed and passionate about sharing our expertise and insight in design and outdoor education. We are advocates of the nature play movement, sharing our knowledge worldwide. We believe in improving the experiences of children in their playgrounds and outdoor classrooms. Our team includes educators, award winning designers, Landscape Architects, skilled craftspeople and project managers who are united by their belief in the need to craft outdoor spaces that support children's development through immersive experiences with nature.

Our approach to nature play is centered around designing WITH our clients and the community instead of simply FOR them. Bienenstock has been working with municipalities, schools, nature centers, child care facilities and health facilities up and down the front range to create one-of-a-kind spaces that provide the necessary elements for true sensory engagement and connection with the natural heritage of our clients' spaces. Our staff of designers, educators, craftspeople, and consultants view each project as an opportunity to bring out the history and celebrate the cultures of a neighborhood, while creating a natural exploration environment where users of all ages, races, and capabilities can learn, play, and explore. Bringing nature into urban environments is important to our mission and speaks to our values as a company.

# Project Team

## Founder

### **Adam Bienenstock, Founder:**

Adam is an internationally acclaimed designer, builder, and researcher of nature-based play spaces, and the founder of Bienenstock Natural Playgrounds. Adam has traveled globally to advocate for children's rights and nature play and to design spectacular natural parks and playgrounds. Adam lives and works at the forefront of the movement to connect children to nature. His bold, charismatic personality sets the tone for the entire company. His comprehensive experience in design, advocacy, education, research and construction make Adam one of the most thoroughly-seasoned veterans in the nature play industry.

### **Design/Build/Consulting Projects:**

- Colene Hoose Elementary, 2021-2023: Normal, IL
- Zion - Discovery Center, 2023: Mt Carmel, UT
- Thorne Nature Experience, 2019-2021: Boulder, Co
- Thorne Nature Experience, 2021-Present: Lafayette, CO
- Mapleton Global Elementary, 2019-2021: Denver, CO
- St. Charles Place Park, 2018-21: Denver, CO
- 39th & 88th Avenue Parks, 2019: Denver, CO
- Mapleton Schools, 2018: Denver, CO
- Woodbriar Park, 2017-2018: Greeley, CO
- Westminster Station Natural Playground, 2017: Westminster, CO
- Pasquinel's Landing, 2016-2017: Denver, CO

## Design Principal

### **Dave Rexworthy, Head of Design and Principal Designer:**

As one of the longest-standing employees on our team, Dave is a master of all things Bienenstock Natural Playgrounds. He is also responsible for project estimates and design, quality control, and training the team in our design studio.

### **Design/Build/Consulting Projects:**

- Zion - Discovery Center, 2023: Mt Carmel, UT
- Thorne Nature Experience, 2019-2021: Boulder, CO
- Thorne Nature Experience, 2021-Present: Lafayette, CO
- ParticiPARKS - Design and Engagement for 4 Parks, 2022-Present: Brampton, ON
- ParticiPARKS - Design and Engagement for 4 Parks, 2022-Present: La Ronge, SK
- ParticiPARKS - Design and Engagement for 4 Parks, 2022-Present: Fredericton, NB
- ParticiPARKS - Design and Engagement for 4 Parks, 2022-Present: Winnipeg, MB
- Mapleton Public School, 2018: Denver, CO
- Mapleton Global Elementary, 2019-2021: Denver, CO
- District School Board North East, 2020: Timmins, Ontario



- Woodbriar Park, 2017-2018: Greeley, CO
- Westminster Station Natural Playground, 2017: Westminster, CO
- Pasquinel's Landing, 2016-2017: Denver, CO

## Landscape Architect, Senior Designer

### **Stephanie Van Dyken, Landscape Architect and Certified Playground Safety Inspector (CPSI):**

Ms. Van Dyken's career began as an intern for the Park Planning Department in Fort Collins, Colorado. In 2010 she received her license in Landscape Architecture and has managed a variety of projects from small parks to entire communities. She joined Bienenstock in 2021 to connect her profession with her passion to bring nature to children.

### **Design/Build/Consulting Projects:**

- Westminster Public Schools, Gregory Hill Preschool 2023: Westminster, CO
- Thorne Nature Experience, Phase 2, 2023: Lafayette, CO
- Museum of Natural Science 2022: Denver, CO
- Lyons Meadow Park 2015: Lyons, CO

## 3D Modeller/Designer

### **Martin Uharcek, 3D Modeller/Designer:**

Martin has a strong interest in design, art, nature and the environment. He creates realistic 3-D renders to convey the design intent for clients to be able to give honest and informed feedback. He excels in his knowledge of modeling and visualization software including SketchUP, Lumion AutoCAD, and Adobe Photoshop.

### **Design/Build/Consulting Projects:**

- Colene Hoose Elementary, 2021-2023: Normal, IL
- Thorne Nature Experience, Phase 2, 2023: Lafayette, CO
- Oriole Park 2023, East Gwillimbury, ON
- Community Montessori, 2022: New Albany, IL
- Stratton Child Care, 2023: Stratton, VT

## Project Manager

### **Christine Solomon, Project Manager and Certified Playground Safety Inspector (CPSI):**

Our ultimate right hand, Christine, helps run our construction department by providing managerial and logistics support to our crews to enable them to transform the way children play.

### **Design/Build Projects:**

- Stratton Child Care, 2023: Stratton, VT
- Westminster Public Schools (Gregory Hill Preschool) June 2023, Westminster, CO
- First Creek Park 2018-2019, Denver, CO
- Westminster Station Natural Playground 2018-2020, Denver, CO

- California Academy of Sciences 2020-2021, San Francisco, CA
- St. Charles Place Park 2020-2021, Denver, CO
- Balsam Sports Complex 2021, Greeley, CO
- East Memorial Park 2021, Greeley, CO
- Stapleton Prairie Park 2022, Denver, CO

## Director of Education

### **Jill Bienenstock, Director of Education:**

Jill is an early childhood educator with over 20 years experience in various settings. She currently works as the Director of Education, alongside her husband, Adam, at their company Bienenstock Natural Playgrounds. Jill is part of an exciting team that designs and creates natural playgrounds, which connect children to nature. She focuses on finding ways to extend curriculum outdoors, making it simple and fun for both children and educators. Jill is inspired by the children she works with and enjoys finding creative ways to transform outdoor 'roadblocks' into learning opportunities for all. Thousands of educators receive direct training at her workshops or at their centers and schools. Jill also works with our team during the design development phase of our projects to make sure the design is maximized for education and child development.

### **Workshop/Training Experience:**

- Colene Hoose Elementary, 2022-2023: Normal, IL
- Hamilton District School Board 2023: Hamilton, Ontario
- Halton District School Board 2023: Burlington/Oakville/Milton Ontario

# Sub-consultants Requirements

Irrigation

# Project Profiles

Project Name	Longview Park	Denver Museum of Nature and Science	Gregory Hill Preschool	Westminster Station	Rio Grande Farm Park
Project Owner	City of Greeley	Denver Museum of Science and Nature	Westminster Public Schools	City of Westminster	San Luis Valley Local Foods Coalition
Contact	Clint Anders, Parks Planner 970-573-2644 clint.anders@greeley.gov.com	Jacqueline Altreuter, Director of Strategic Planning & Nearby Nature Initiative 303-370-6459 Jacqueline.Altreuter@dmns.org	Mathieu Aubuchon, Superintendent 720-542-5093 maubuchon@westminsterpublicschools.org	Ian Anderson PLA Senior Landscape Architect, Merrick & Company 704-529-6500 ian.anderson@merrick.com	Max Gibson, Co-Director 720-320-6457 max.slvlocalfoods@gmail.com
Type of Project	Design/Build	Design and Supply/Install	Design/Build	Design and Supply/Install	Design/Build
Design/Construction Assignment Contract Budget (USD)	\$150,000	\$570,000	\$450,000	\$750,000	\$262,000
Year Completed	2023	2024	2023	2021	2019
Role on the Project (Prime Consultant or Subconsultant)	Prime Consultant	Subconsultant (Nature Play Experts)	Prime Consultant	Subconsultant (Nature Play Experts)	Prime Consultant
Project Description (Including information that demonstrates relevance to the City's Project)	<b>Refer to the project summary below this chart.</b>	<b>Refer to Appendix B for Project Sheet</b>	<b>Refer to Appendix B for Project Sheet</b>	<b>Refer to Appendix B for Project Sheet</b>	<b>Refer to Appendix B for Project Sheet</b>
Lids of all Subcontractors/Sub-consultants (their role on the project and their qualifications and experience)	Treecraft Design-Build (Installer)	Treecraft Design-Build (Installer)  Territory Unlimited (Installer)  Colorado Hardscapes (Slide installer)	Waterwise Land and Waterscapes Inc. (Installers)	Treecraft Design-Build (Installer)  Colorado Hardscapes (Slide installer)	Groundbreakers (Slide & Zipline Installer)  Absmeier (Vegetation Installer)

## Project Summary - Longview Park

**Client Name:** City of Greeley

**Project Address:** 1808 106<sup>th</sup> Ave, Greeley, CO 80634

**Design/Build total Budget:** \$150,000

### Project Summary:

After completing three successful projects for the City of Greeley, Bienenstock Natural Playgrounds was once again called on to install nature play. The park was originally designed with concrete stumps and logs by a different company. The City decided that this approach didn't align with the vision for the space and had BNP design a wooden structure with sand play. Two custom hammocks were designed into a composite structure with a log mash and obstacle course.

This project is presently under construction as shown in the photo below.





# Design Schedule of Reference Projects

Project Name	Longview Park	Denver Museum of Nature and Science	Gregory Hill Preschool	Westminster Station	Rio Grande Farm Park
<b>PROPOSED</b> number of calendar days total for programming, preliminary design and final design	60	365	90	1432	70
<b>ACTUAL</b> number of calendar days total for programming, preliminary design and final design	62	400	85	1432	75

**NOTE:** Some referenced projects included schedule adjustments due to client needs and coordination with other consultants. For instance, the Westminster Station project was part of a much larger project which involved redirecting an entire waterway so there were large periods in between our design phases for development of the larger project.

## Previous and Existing Compliance of the Design Firm Relating to the Contract

- a. The Design Firm or any proposed member of the Design Firm Team has **NOT** been cited for failure to comply with local, state, or federal law of any nature in the last five years.
- b. There are **NO** civil or criminal actions pending against the Design Firm or any proposed member of the Design Firm Team.

# Current Capacity

The list below is our currently contracted design projects and a brief description of our scope. The expected completion shown is the currently scheduled completion dates. Expected build windows shown are estimated at this time and are subject to change.

Project Name	Scope of Project	Expected Design Phase Completion	Current Expected Build Window
Head to Toe YMCA of Three Rivers	Design/Build project for childcare supporting children from 18 mos. - 5 years old. Includes conceptual design and construction drawing set.	February 14, 2024	May 23, 2024 - June 12, 2024
Muskegon Christian School	Conceptual design & consulting services for childcare serving private school families with children from infant to 5 years old.	January 8, 2024	May 15, 2024 - June 5, 2024
Rising Oaks - Oak Creek	Design/Build project for childcare supporting children from 18 mos. - 5 years old. Includes conceptual design and construction drawing set.	February 6, 2024	March 22, 2024 - April 11, 2024
Childventures Early Learning Academy - Sheppard Ave	Design/Build project for childcare supporting children from infants - 5 years old. Includes conceptual design and construction drawing set.	March 21, 2024	April 15, 2024 - May 6, 2024
ParticiPARKS - Design and Engagement for 4 Parks	Community engagement, conceptual design & consulting services for 4 municipal or provincial parks across Canada as part of a pilot project with ParticipACTION.	March 4, 2024	July 2024 - October 2025

# Design Approach

## Process

Our design process is referred to as Design Facilitation. Our designers are your guides. We are there to use our depth of knowledge to help your community to achieve their goals. We are there to first understand and then help you to visually define the outcomes you desire. This is not a prescriptive process where we presume to tell you what you need. We are there to provide the expertise to assist you in making the most sustainable choices for the longevity of what we build together, the challenge and safety and experience of the children, and the health of the environment (on and off the property) that we will effect through this work.

Our design team's extensive work with cities and communities across Canada and the USA and our work to revitalize spaces through ecological restoration and indigenous plant material with a focus on play has grown by leveraging local knowledge and materials. Through this work and our design facilitation process, we have learned that our most valuable asset in this design process is the expertise and capacity of your community.

## Approach

Our approach to every project that we build is through the lens of optimal health of the child through contact with their environment. We must not connect children to nature by damaging the earth but rather by supporting it and by building environmental resilience. This is reflected in our approach to the design process that we have developed, the effort to assure that the design features and flow reflect the local landscape, the local materials we use to build, the local talent that we use to build it, the indigenous plant material that we specify, our approach to our most precious resource (water), and our build technique of zero import or export of soils in the build.

Every project must reference and reflect the best features of the local landscape. Children's roam rates have dropped from several kilometers and many hours of unsupervised outdoor play every day, to less than one hour and only a few hundred meters of roam today. Their experience of the world has shrunk and while the landscape that surrounds the park is spectacular, for many of these children, their experience of it is not personal every day but rather serves as a visual reminder of what they did not touch, smell, taste or feel.

Environmental stewards of the future will only care for what they love and will only love what they know. To know this landscape we must create the opportunity for them to experience it fully... with all of their senses. Whether implicit or explicit to the design, the materials and features must reference the flora, fauna, and landscape they see around them.

Wherever possible, materials should be sourced locally and harvested sustainably. Our team will not deplete healthy viable forests for the purpose of connecting children to nature. Healthy mature trees are fundamental to the health of our communities. The trees that provide the raw materials for our products have been saved from the chipper and salvaged through an extensive network of arborists. Our work takes these trees that industry considers waste and re-assigns them to their final purpose of connecting a final generation of children to nature through play.

Boulders, quarried material, plant material and sourced are all sourced locally. This minimizes the greatest environmental impact of transportation while ensuring pedagogically sound materials for curriculum delivery with context.

The trade-offs of durability and length of time before significant rot occurs versus the use of local wood in your area and sustainably harvested wood must be discussed and agreed to. Different types of wood have varying degrees of rot resistance from 1 year to 50 years.

The key elements of the project scope are broken out into 2 primary parts. The play space design and the construction/supply of the playspace.

The design process will include three meetings with the City staff to develop the conceptual design and cost estimates.

The designer will utilize a three-dimensional computer rendered model to present each revision of the conceptual design to the City staff. Cost estimating will be based upon the conceptual design created through this process.

At the conclusion of the design development phase of the project, Bienenstock will provide the City staff with 2D computer rendered images captured from the 3D concept, video fly through, and a black and white layout plan in PDF format for final approval prior to finalizing construction drawings.

## Software Utilization

**AutoCAD** - Utilized during the design development and construction drawing phase of the project to create accurate layouts for 3D work, along with quantity take off and building plans.

**Sketchup** - Utilized during the design development phase to create 3D models of each concept iteration for a better understanding of the space as well as the framework for our renders. It is also used as a cross reference for quantities and volumes.

**Lumion** - Utilized during the design phase to create photo realistic rendered graphics of our 3D model. This will aid in better understanding the final look of the park and how the community will engage.

\*Note the final built project may vary slightly due to the limitations of the software and due to real world natural materials\*

**Buildertrend** - Utilized throughout the entirety of the project from Contract, through Design and into the Installation of the play space. A high level gantt chart is generated at the beginning of the project and updated throughout. Invoicing for the project is tracked through the software, as well as all iterations of the concept estimates. During the build portion daily logs are created to track the progress as well as the estimate to track expenses.



# Schedule

Below is a sample schedule that is used during the development of play spaces. Upon contract sign off the Design Leader will update the schedule with the necessary milestones & deliverables and issue a PDF to review during the Start-up/Kick-off meeting. Throughout the development process the Designer will keep track and update as needed.

				May 2023	June
Title	Start	Workdays			
DESIGN	Apr 27, 2023	74 days		[Gantt bar for Design phase]	
Kick-Off Meeting	Apr 27, 2023	1 day		[Task bar]	
Kick-Off Meeting Minutes Issued	May 1, 2023	1 day		[Task bar]	
Kick-Off Meeting Minutes Received	May 2, 2023	5 days		[Task bar]	
Concept #1 Development	May 12, 2023	15 days		[Task bar]	
Concept #1 Presentation	Jun 2, 2023	1 day			[Task bar]
Concept #1 Meeting Minutes Issued	Jun 5, 2023	1 day			[Task bar]
Concept #1 Client Review	Jun 6, 2023	5 days			[Task bar]
Concept #1 Meeting Minutes Received	Jun 12, 2023	1 day			[Task bar]
Concept Final Development	Jun 13, 2023	20 days			[Task bar]
Concept #2 Presentation	Jul 11, 2023	1 day			[Task bar]
Concept #2 Meeting Minutes Issued	Jul 12, 2023	1 day			[Task bar]
Concept #2 Client Review	Jul 13, 2023	5 days			[Task bar]
Concept #2 Meeting Minutes Received	Jul 19, 2023	1 day			[Task bar]
Final Concept Refinements	Jul 21, 2023	7 days			[Task bar]
Issue Final Design Deliverables	Aug 1, 2023	1 day			[Task bar]
Final Design Approval	Aug 2, 2023	5 days			[Task bar]
CONSTRUCTION DOC.	Aug 10, 2023	30 days			[Task bar]
Construction Drawings Development	Aug 10, 2023	30 days			[Task bar]
PRODUCTION	Oct 12, 2023	65 days			[Task bar]
INSTALL	May 6, 2024	15 days			[Task bar]

# Design Firms Agreement

As per our team's discussion with Nathan Powell, CPRE, Parks and Recreation Director, should Bienenstock Natural Playgrounds be selected as the design consultant for this project, we will ensure that we have a Landscape Architect licensed in the state of Nebraska on our team.

Design Firms submittal of a proposal implies agreement to the following conditions:

1. An architect or engineer licensed to practice in Nebraska will participate substantially in those aspects of the offering, which involve architectural or engineering services.
2. At the time of the Design Firm offering, the Design Firm will furnish to the City of Norfolk a written statement identifying the architect or engineer who will perform the architectural or engineering work for the design project.
3. The architect or engineer engaged by the Design Firm to perform the architectural or engineering work with respect to the design project will have direct supervision of such work and may not be removed by the Design Firm prior to the completion of the project without the written consent of the governing body of the City of Norfolk.
4. A Design Firm offering design services with its own employees who are design professionals licensed to practice in Nebraska will:
  - a. Comply with the Engineers and Architects Regulation Act by procuring a certificate of authorization to practice architecture or engineering; and
  - b. Submit proof of sufficient professional liability insurance.
5. The rendering of architectural or engineering services by a licensed architect or engineer employed by the Design Firm will conform to the Engineers and Architects Regulation Act and rules and regulations adopted under said act.
6. Other information which the City of Norfolk chooses to require.

# APPENDIX A - TEAM CVS



# Adam Bienenstock

FOUNDER, OWNER

## Profile

Adam is an internationally acclaimed designer, builder, and researcher of nature-based play spaces, and the founder of Bienenstock Natural Playgrounds. Adam has traveled globally to advocate for children's rights and nature play and to design spectacular natural parks and playgrounds. Adam lives and works at the forefront of the movement to connect children to nature. His bold, charismatic personality sets the tone for the entire company. His comprehensive experience in design, advocacy, education, research and construction make Adam one of the most thoroughly-seasoned veterans in the nature play industry.

## Education

North Carolina State University Natural Learning Theory & Design	2002
Queens University International Executive MBA	2001
Capilano College Landscape Horticulture Diploma	1998
The English Garden School Natural Landscape Design	1996

## Professional Experience

Bienenstock Natural Playgrounds Founder & Principal Designer	2004-Present
Parks Canada Consultant	2010-Present
Lead Innovation Management Think Tank Member	2011-Present

## Additional Experience

<b>International Association on Nature Pedagogy Board of Directors</b>	2019-present
Shaping the Future: Pan-Canadian School Health Summit Keynote & Workshop	2018
Children & Nature Network Conference Presenter	2016/17
Intersections 2016 - Houston, TX Speaker	2016
Urban Drainage & Flood Control District - Denver, CO Design/Build Workshops	2016
BCPRA Spring Training Lecturer	2014
AEYC - Chicago, IL Lecturer	2014
NAEYC - Washington, D.C. Speaker	2014
Risky Play Symposium Lecturer	2013
Nurture in Nature - New Zealand Lecturer	2012
Robert Bateman Unconference Lecturer	2011
Association of Early Childhood Educators Ontario (AECEO) Speaker	2011
Town of Collingwood Urban Design Manual Contributing Writer	2011
Children & Nature Alliance (Non-profit) Founding Board Director	2010-present
National Association for the Education of Young Children (NAEYC) Speaker	2010/11
Alberta Recreation and Parks Association Speaker	2010
Canadian Playground Safety Institute CAN CSA z614-07 Lecturer	2010
Ontario Parks Association Speaker	2010
Guelph University Landscape Architecture Program Guest Lecturer	2010



## PUBLICATIONS & PAPERS

“What is the Relationship between Risky Outdoor Play and Health in Children?” - A Systematic Review	2015
“The ‘Do-Over’” - Natural Landscapes Magazine	2014
“Celebration Park” - Municipal World Magazine	2013
“Oddity in the City” - Natural Landscapes Magazine	2013
“Making the Case for Natural Playgrounds” - Interaction (CCCCF Magazine)	2010/11
“The Trouble with Natural Playgrounds” - IFPRA World Magazine	2011
“Is There Art and Nature in Your Playground?” - The Green Sward	2009
“Risk and Reward - Natural Playgrounds and the Horticultural Industry” - Landscape Trades	2009

## CONSULTATION & DESIGN/BUILD EXPERIENCE

<b>St. Charles Place Park</b> - Denver, CO	2019-21
<b>Colene Hoose</b> - Normal, IL	2021-Present
<b>Bernie Morelli Rec Centre</b> - Hamilton, ON	2021
<b>Fairchild Tropical Botanical Garden</b> - Miami, FL	2019-20
<b>DSB1</b> - Timmins, ON	2019-21
<b>Windreach Farm</b> - Toronto, ON	2019-Present
<b>39th &amp; 88th Avenue Parks</b> - Denver, CO	2019-Present
<b>Brightpath Childcare Centres</b> - Ontario, CAN	2019-21
<b>Mapleton Schools</b> - Denver, CO	2019-21
<b>Thorne Nature Experience</b> - Boulder, CO	2019-20
<b>Woodbriar Park</b> - Greeley, CO	2017-18
<b>Westminster Station Natural Playground</b> - Westminster, CO	2017
<b>Thatcher State Park</b> - Albany, NY	2016-Present
<b>Pasquinel’s Landing</b> - Denver, CO	2016-17
<b>St. John’s Kilmarnock School</b> - Bresleau, ON	2016
<b>Jones Beach</b> - New York, NY	2015-Present
<b>Ridley College</b> - St. Catharines, ON	2015
<b>Wild Play</b> - Niagara Falls, ON	2015-17
<b>Ontario Science Center</b> - Toronto, ON	2014
<b>Kerry Wood Nature Center</b> - Red Deer, AB	2014
<b>Wayne Gretzky Sports Complex</b> - Brantford, ON	2014
<b>Kingsway College</b> - Etobicoke, ON	2014
<b>Fundy National Park Natural Playground</b> - Alma, NB	2013
<b>Humber College Master Plan</b> - Toronto, ON	2013
<b>Margaret Fairley Park Master Plan</b> - Toronto, ON	2012-13
<b>Royal Botanical Gardens</b> - Hamilton, ON	2012

## **CONSULTATION & DESIGN/BUILD EXPERIENCE CONT.**

### **Municipal Nature Play Standards**

Collaboration on the development of city-wide standards. Developed and delivered hands-on nature play training across all city departments:

- Chicago, IL
- San Francisco, CA
- Dayton, OH
- Austin, TX
- Denver, CO

### **Prestigious organizations I have consulted with and designed for 2019 to Present:**

- The Presidio
- The California Academy of Sciences
- Denver Museum of Nature and Science
- Adirondack Museum
- New York State Parks
- Fairchild Tropical Botanic Gardens
- Thorne Nature Experience
- Colene Hoose Elementary (Jobson Foundation)

### **Significant Partnerships**

- Timbernook - Angella Hanscom
- Mindstrechters - Claire Warden
- Nature Play Australia
- LIIF - Low Income Investment Fund
- San Francisco Nature Play Collaborative
- Wildplay.



# David Rexworthy

PRINCIPAL DESIGNER

## Profile

As one of the longest-standing employees on our team, Dave is a master of all things Bienenstock Natural Playgrounds. He is also responsible for project estimates and design, quality control, and training the team in our design studio.

## Education

**Mohawk College** 2004-2008  
Architectural Technologist

## Professional Experience

**Bienenstock Natural Playgrounds** 2008-Present  
Director; Design & Architecture  
- Provide concept development, 3D model & rendering services as well as detailed design & specifications drafting in CAD

## Awards

**Canada Blooms People's Choice Award** 2011  
-Best Overall Garden

**Outstanding Outdoor Entertainment Area** 2011

**Universal Access Award** 2011

**Ontario Parks Association** 2010  
-Trillium Award for Innovations in Parks

**Environmental Award of Excellence** 2010  
-City of Toronto

**Universal Access Award** 2009

## Design & Modelling Experience

**California Academy of Science - 2021**  
Natural Playground concept design, 3D modeling, construction drawings & specifications, and project estimation

**City of San Francisco - 2021**  
Heron's Head, Natural Playground concept design, 3D modeling, construction drawings & specifications, and project estimation

**City of Hamilton - 2021**  
Bernie Morelli Recreation Center, Natural Playground concept design, 3D modeling, construction drawings & specifications, and project estimation

**WindReach Farm - 2021**  
Natural Playground concept design, construction drawings and project estimation

**Pathstone Mental Health - 2020**  
Welland Merrittville School, Natural Playground concept design, 3D modeling, construction drawings & specifications, and project estimation

**City of Greeley - 2020**  
Balsam Park, Natural Playground concept design, ecological restoration design development, 3D modeling, construction drawings & specifications, and project estimation

**City of Greeley - 2020**  
East Memorial Natural Area, Natural Playground concept design, ecological restoration design development, 3D modeling, construction drawings & specifications, and project estimation

## **Design & Modelling Experience (Cont.)**

### **City of Denver - 2020**

Westminster Station, Natural Playground concept design, design development, 3D modeling, construction drawings & specifications, and project estimation

### **Parkbridge: Meaford Development - 2020**

Naturalized outdoor space, natural playground schematic designs, ecological restoration design development, 3D modeling

### **Adirondack Experience - 2019**

Naturalized outdoor space, Natural Playground concept design, 3D modeling, and project estimation

### **Thorne Nature Experience - 2019**

Naturalized outdoor space, Natural Playground concept design, ecological restoration design development, 3D modeling, construction drawings & specifications, and project estimation

### **Municipality of Wawa - 2019**

Natural Playground concept design, 3D modeling, construction drawings & specifications, and project estimation

### **City of Denver - 2019**

Globeville Landing Park, Natural Playground concept design, 3D modeling, construction drawings & specifications, and project estimation

### **Five Rivers MetroParks - 2019**

Natural Playground concept design, 3D modeling, and project estimation

### **Village of Nakusp - 2019**

Nakusp Community Park, Community engagement, natural Playground concept design, 3D modeling, construction drawings & specifications, and project estimation

### **Rio Grande Farm Park - 2019**

Natural Playground concept design, 3D modeling, construction drawings & specifications, and project estimation

### **Mapleton Public School - 2018**

Mapleton Explore PK-8, Natural Playground concept design, construction drawings & specifications, and project estimation





Stephanie Van Dyken

LANDSCAPE ARCHITECT

## Profile

Ms. Van Dyken's career began as an intern for the Park Planning Department in Fort Collins, Colorado. In 2010 she received her license in Landscape Architecture and has managed a variety of projects from small parks to entire communities. She joined Bienenstock in 2021 to connect her profession with her passion to bring nature to children.

## Professional Experience

### Bienenstock Natural Playgrounds

*Senior Designer*

- Leads projects from conceptual design through construction administration.

### Ripley Design, Inc.

*Senior Project Manager*

- Managed projects from proposal to final completion
- Led neighborhood meetings & public hearings
- Quality control reviewer of the designer's construction documents & plans

### Schricket Rollins & Associates

*Project Designer*

- Supported the project manager in all aspects of project design from conceptual drafting through specification writing
- Three-dimensional visualization

### City of Fort Collins; Park Planning

*Intern*

- Managed several renovation projects within the park system and participated extensively in public process

## Education

Bachelor of Science in Landscape Architecture

*Colorado State University*

Certified Playground Inspector

## Awards

Fort Collins Urban Design Award - Twin Silo Park 2019

Fort Collins Urban Design Award - The District 2012

Sustainable SITES Certified Project 2011

## Awards

Fort Collins Urban Design Award - Twin Silo Park 2019

Fort Collins Urban Design Award - The District 2012

Sustainable SITES Certified Project 2011

## Project Experience

### Denver Museum of Nature & Science

*Denver, CO*

- Construction documents and cost estimates.

In collaboration with DIG Studio, Stephanie is completing the construction documents for a new nature play area for the Museum of Nature and Science in Denver, Colorado.

### Community Montessori

*New Albany, IN*

- Nature play design and cost estimates.

Stephanie is designer in charge of this school's playground renovation. The existing playground will be removed to make way for a new nature play experience.

### Sanderson Gulch Restoration & Outdoor Classroom

*Denver, CO*

- Contracts, design, estimates, and construction documents.

After years of neglect the landscape around the Sanderson Gulch was overgrown with invasive species. While working at Ripley Design, Stephanie collaborated with Cedar Creek and Associates to restore the native species and design two creek play areas along with an outdoor classroom. Ms. Van Dyken managed the project and team, created cost estimates, and designed the play areas.

### Lyons Meadow Park

*Lyons, CO*

- Public participation, conceptual design, construction documents, specifications, renderings, cost estimates, and construction administration. Devastated by the 2013 floods, Ms. Van Dyken assisted the Town of Lyons in the redesign of Lyons Meadow Park. She brought her expertise in play and recreation to the design with creative solutions to the natural play theme the Town desires. River water is diverted into a concrete channel to create a safe space for young children to interact with the moving water. A majority of the large trees were preserved and the playground was constructed around them.



# Christine Solomon

PROJECT MANAGER

## Profile

Our ultimate right hand, Christine helps run our construction department by providing managerial and logistics support to our crews to enable them to transform the way children play.

## Education

- Canadian Nursery Landscape Association** 2010  
Certified Landscape Horticulturist Manager
- University of Guelph** 2016  
Creating Landscapes Certificate
- Canadian Parks & Recreation Assc.** 2020  
Canadian Certified Playground Inspector
- National Recreation & Parks Assc.** 2020  
Certified Playground Safety Inspector (US)

## Professional Experience

- Bienstock Natural Playgrounds** 2017-Present  
Project Manager
- Cruickshanks Property Services Inc** 1999-2017  
Operations Manager

## Design & Build Projects

- First Creek Park** 2018-2019  
Denver, CO
- Westminster Station Natural Playground** 2018-2020  
Denver, CO
- California Academy of Sciences** 2020-2021  
San Francisco, CA
- St. Charles Place Park** 2020-2021  
Denver, CO
- Balsam Sports Complex** 2021  
Greeley, CO
- East Memorial Park** 2021  
Greeley, CO
- Stapleton Prairie Park** 2022  
Denver, CO

## References

- Nick Moore**  
Owner  
Rocky Mountain Woodworks  
(970)372-8606
- Fred Nocella**  
Exhibit Project Manager  
California Academy of Sciences  
(510)290-1432



Jill Bienenstock

DIRECTOR OF EDUCATION

**Profile**

Jill is an early childhood educator with over 20 years experience in various settings. She currently works as the Director of Education, alongside her husband, Adam, at their company Bienenstock Natural Playgrounds. Jill is part of an exciting team that designs and creates natural playgrounds, which connect children to nature. She focuses on finding ways to extend curriculum outdoors, making it simple and fun for both children and educators. Jill is inspired by the children she works with and enjoys finding creative ways to transform outdoor 'roadblocks' into learning opportunities for all. Thousands of educators receive direct training at her workshops or at their centres and schools.

**Education**

Seneca College, Toronto, Ontario	1992
Resource Teacher Certificate	
Concordia University, Montreal, Quebec	1989
Bachelor of Arts Degree, (Early Childhood Education)	
George Brown College, Toronto, Ontario	1987
Early Childhood Education Diploma	

**Professional Experience**

Bienenstock Natural Playgrounds	2004-Present
MacMaster Children's Hospital	2003-2005
George Brown College	2002-2003
Holland Bloorview Children's Hospital	1990-2001

**Current Work Delivering Workshops and On-Site Training**

- Good Beginnings
- Five Counties Children's Centre
- Algoma District Services
- City of Kingston
- Everactive
- Lanark County, Department of Social Services
- A Child's World
- Jacob Hespeler Child Care
- Niagara Regional Child Services
- Ontario Physical Literacy Summit
- Owl Child Care
- Butterfly Learning Centre
- YMCA of Western Ontario
- Upper Grand District School Board
- Curve Lake Elementary School Board
- Halton District School Board
- Hamilton Wentworth District School Board
- City of Stratford
- Affiliated Services For Children And Youth ASCY
- Brandon Manitoba, Healthy Families
- Quality Child Care Initiative (QCCI)
- Child Reach
- Lambton College, Ontario Early Years Centre
- Hasting County Children's Services
- Prince Edward-Lennox & Addington Social Services
- Early Childhood Community Development Centre ECCDC
- Investing in Quality, Early Learning and Childcare Peterborough
- Child Development Resource Connection Peel (CDRCP)
- Halton Catholic District School Board
- NAEYC, National Association for Educating Young Children
- Chicago AEYC
- Humber
- Manitoba Childcare Association
- Inspire Conference, Sault Ste. Marie
- City of Toronto Child and Family Services
- Umbrella Central Day Care Services
- AECEO
- Association of Early Childhood Educators of Ontario
- Waldorf Schools

## **Natural Playground Project Experience**

### **Humber College**

Natural Playground, Early Childhood Design Consultant, Training Workshops

### **Royal Botanical Gardens**

Natural Playground, Early Childhood Design Consultant, Design Consultant

### **UJA Federation of Greater Toronto**

Lebovic Campus Natural Playground Early Childhood Design Consultant Design Consultant, Training Workshops

### **City of Toronto, in conjunction with Parks Canada, Coca-Cola, Toronto Community Housing**

Moss Park; Natural Playground, Early Childhood Design Consultant, Training Workshops

### **City of Vancouver in conjunction with Vancouver District School Board, Parks Canada**

Grandview School Grounds and Park; Design Consultant

### **City of Toronto**

Margaret Fairley Park; Natural Playground, Early Childhood Design Consultant

### **City of Hamilton**

Matilida St Natural Playground; Early Childhood Design Consultant, training workshops

### **City of Ottawa**

Fairlea Park; Natural Playground, Early Childhood Design Consultant, training workshops

### **City of Edmonton**

Donnan Park; Natural Playground, Early Childhood Design Consultant

### **City of Toronto**

McCleary Playground; Early Childhood Design Consultant

### **Montcrest Private School**

Natural Playground, Early Childhood Design Consultant



# APPENDIX B - PROJECT SHEETS



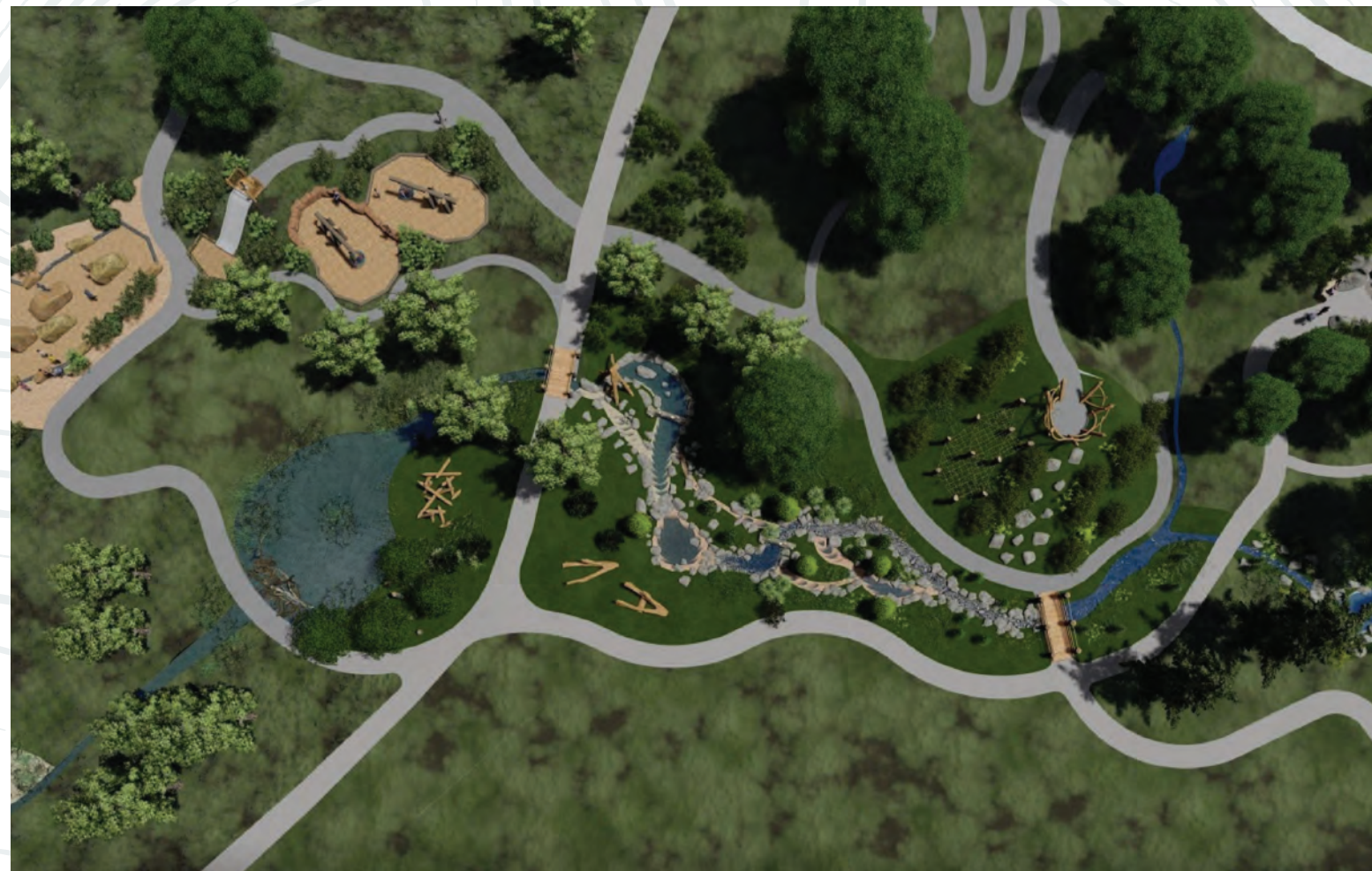
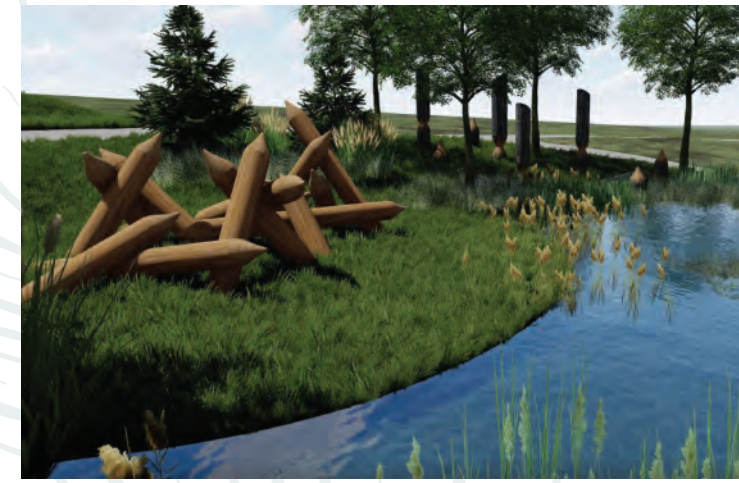
# Denver Museum of Nature & Science

## Overview:

Bienenstock Natural Playgrounds worked in a collaborative environment with a “super team” of landscape architects, designers and engineers to facilitate an innovative authentic nature experience that transverses individual engagement zones representing the continuum of biomes present in Colorado.

The nature trail that connects each zone transverses a meandering naturalized creek, created solely for the project and complete with natural filtering and recirculation. The engagement zones include components, or families of components that emulate the terrain of each biome being represented and run the gamut with regards to full sensory engagement. Log Mash climbers, sideways trees, wacky posts and boulder trails are available for gross motor stimulation while sand and water are sure to stimulate the quiet, contemplative and creative proclivities of children on-site. Our Giraffe Swings offer a vestibular engagement opportunity and ensure that play of every type is available.

The project in its entirety marks an innovative approach to tying ecological identity together with play and offers children (and parents alike) the opportunity to learn and engage with their environment at a meaningful level.





# Gregory Hill Preschool

## Overview:

Bienenstock Natural Playgrounds worked with the team at Gregory Hill Preschool to create a sensory-rich outdoor learning environment for their childcare space.

Located in a suburb of Denver, Colorado, Early Learning Center at Gregory Hill is a preschool that focuses on three to five year old at-risk children. With over 300 students currently enrolled, the need for high quality outdoor play was recognized. Bienenstock assisted the school to procure grant funding and designs were created to maximize the accessibility, play value, and play area capacity. Unused areas of the current playground were renovated into a natural and accessible playscape. The teachers expressed the need for more sand play and an area where non-verbal students could hang a picture board. Bienenstock provided wall mounted chalk boards, wheelchair accessible sand table, accessible path with topography and surface variation, barrier free entries into two play areas for access to the ADA accessible climber and swing, as well as much needed shade. Construction is anticipated to be completed in the summer of 2023.





# Westminster Station Nature Play Park

## Overview:

The Natural Playground at Westminster Station Park opened in November 2021 to hundreds of residents and their families, all eager to make memories in the City's newest and most innovative play space yet. The playground and its unique features cover nearly 5 acres of space dedicated to equity, accessibility and environmental stewardship. The playground ensures children of all ages and backgrounds can come together in one place to access the great outdoors we take such pride in. In one visit, families can climb a tree house, scale a mini mountain, navigate a switchback trail and dig for replica dinosaur fossils all in the community of Historic Westminster.

During the beginning stages of design in 2017, community engagement sessions were held with sixth grade classes at Colorado STEM Academy to collect community input and ensure a sense of agency for the community throughout the design process.

"This project had a lasting impact on my students as many of them still talk about the time we helped design a park,"  
- Jessica Sullivan, sixth-grade teacher at Colorado STEM Academy.

The goal to expose children to nature and engage all five senses during outdoor play was incorporated into the thoughtful design process spearheaded by the design and build teams.





# Rio Grande Farm Park

## Overview:

This playground features a custom Log Jam Play System, a birds nest, pull-up bars, and beams. There is a sand area that is flagged by a unique border that includes boulders, vertical and horizontal logs, a log tunnel, and a boulder concrete spillway that offers water play opportunities which uses a hand pump to distribute water. The playground also has a slide built into the grading, a log post zip line system sunken into the grade with rolled edge. For those seeking a quiet contemplative pocket, there is a boulder seating area tucked into a grove of trees and large wacky posts.

Managed and operated by a non-profit trust, Rio Grande Farm Park was looking to establish a multi-component playground space that offered full-sensory engagement to the community. While interfacing, the trust board established goals that included maintaining a space that appeared natural with non-prescriptive components that would allow for proprioceptive, vestibular, gross-motor, fine-motor, creative and social skill development. Through the use of several mediums, the inclusion of sand & water play, and a well thought-out gamut of components that offer a scaled challenge through the child development continuum, we were able to hit the mark and achieve our goals.





RESOLUTION NO. 2024- 6

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

Section 1. The Mayor and City Council hereby find and determine that there has been placed on file with the City Clerk a study entitled Blight & Substandard Determination Study for the 25<sup>th</sup> Street and Benjamin Avenue Area (the “Study”) prepared by JEO Consulting Group Inc.; and that, under Nebraska Revised Statutes Section 18-2109, it is necessary and appropriate to refer the Study to the Planning Commission of the City of Norfolk, Nebraska for its review and recommendation.

Section 2. The Study is hereby ordered submitted to the Planning Commission of the City of Norfolk for its review and recommendation.

Section 3. The City Clerk is hereby directed to set a public hearing upon the Study for the next practicable meeting of the Mayor and City Council for which notice can be given in accordance with Nebraska Revised Statutes, Sections 18-2109 and 18-2115.01, and which is to occur after the Planning Commission's recommendation is received. The City Clerk shall give notice of such hearing as required by law.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

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

2023

# City of Norfolk 25th St. & Benjamin Ave. Area Study



JEO Consulting Group, Inc.



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## **Introduction**

### ***Purpose of the Study***

This 25th St. & Benjamin Ave. Area blight and substandard study of the designated study area is intended to give the Community Development Agency and City Council the basis for considering the existence of blight and substandard conditions within the delineated study area. Through this process, the City of Norfolk's Community Development Agency may employ and exercise the power authorized in Nebraska Community Development Law to eliminate and prevent blighted and substandard conditions that are detrimental to the future public health, safety, morals, and general welfare of the entire community as well as the surrounding region. If the City of Norfolk finds and determines, based on substantial evidence in the record before it, that the recommended Blight and Substandard Area (detailed below and referred to herein as "25th St. & Benjamin Ave. Area Blight Study Area") meets the statutory conditions for an area that is blighted, substandard, and in need of redevelopment, the designated study area will become a Redevelopment Area under the Community Development Law (Neb. Rev. Stat. §§ 18-2101 to 18-2155).

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

**Nebraska Revised State Statutes**

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

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

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

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

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

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

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

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

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

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

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

**Blighted area** means an area, which

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

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

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



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

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

## **Substandard and Blight Eligibility Analysis**

### **Designated Study Area**

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

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

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

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

### **Substandard and Blight Conditions**

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

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

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

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

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



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

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

#### **No Problem**

No structural or aesthetic problems are visible.

#### **Adequate Condition**

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

#### **Deteriorating Condition**

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

**Dilapidated Condition**

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

## **Designated Study Area**

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

**Figure 1: Designated Study Area**



### **City of Norfolk, NE**

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### **25th and Benjamin Blight Study Area**



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Date: January 2024  
Software: ArcGIS Pro 3.1.1  
File: R230675.00

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## **Recommended Blight and Substandard Area**

Based upon the review of the designated study area, and its context with the community, JEO Consulting Group recommends the designated study area be recommended as a Blight and Substandard Area. This area consists of approximately 57.4 acres. The following legal description delineates the Recommended Area

A TRACT OF LAND LOCATED IN SOUTHEAST QUARTER OF SECTION 17, THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 16, THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER SECTION 21, AND THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 20, ALL IN TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE SIXTH P.M., IN MADISON COUNTY, NEBRASKA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 11, BLOCK 9, BERRY HILL 6<sup>TH</sup> ADDITION TO THE CITY OF NORFOLK; THENCE SOUTHERLY ON THE EAST LINE OF BERRY HILL 12<sup>TH</sup> ADDITION TO THE CITY OF NORFOLK, TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 2 OF SAID BERRY HILL 12<sup>TH</sup> ADDITION; THENCE SOUTHWESTERLY ON THE SOUTHERLY LINE OF SAID BERRY HILL 12<sup>TH</sup> ADDITION, TO THE NORTHEAST CORNER OF BERRY HILL 16<sup>TH</sup> ADDITION TO THE CITY OF NORFOLK; THENCE SOUTHERLY ON THE EAST LINE OF SAID BERRY HILL 16<sup>TH</sup> ADDITION, TO THE SOUTHEAST CORNER OF SAID BERRY HILL 16<sup>TH</sup> ADDITION; THENCE SOUTHERLY, 513 FEET, MORE OR LESS TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 17; THENCE CONTINUING SOUTHERLY, TO THE SOUTH RIGHT OF WAY LINE OF WEST BENJAMIN AVENUE; THENCE EASTERLY ON SAID SOUTH RIGHT OF WAY LINE AND ITS EASTERLY EXTENSION, TO THE SOUTHERLY EXTENSION OF THE EAST RIGHT OF WAY LINE OF NORTH 25<sup>TH</sup> STREET; THENCE NORTHERLY ON SAID EAST RIGHT OF WAY LINE AND ITS SOUTHERLY EXTENSION, TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF BERRY HILL 1<sup>ST</sup> ADDITION TO THE CITY OF NORFOLK; THENCE WESTERLY ON SAID SOUTH LINE OF SAID BERRY HILL 1<sup>ST</sup> ADDITION AND ITS EASTERLY EXTENSION, TO THE SOUTHWEST CORNER OF LOT 3, BLOCK 1, OF SAID BERRY HILL 1<sup>ST</sup> ADDITION; THENCE NORTHERLY ON THE WEST LINE OF SAID LOT 3, TO THE SOUTHEAST CORNER OF LOT 4, BLOCK 1 OF BERRY HILL 2<sup>ND</sup> ADDITION TO THE CITY OF NORFOLK; THENCE WESTERLY ON THE SOUTH LINE OF SAID BERRY HILL 2<sup>ND</sup> ADDITION, TO THE SOUTHWEST CORNER OF LOT 10, BLOCK 1, OF SAID BERRY HILL 2<sup>ND</sup> ADDITION THENCE WESTERLY, 55 FEET, MORE OR LESS TO THE SOUTHEAST CORNER OF SAID LOT 11, BLOCK 9, BERRY HILL 6<sup>TH</sup> ADDITION; THENCE WESTERLY ON THE SOUTH LINE OF SAID LOT 11, TO THE POINT OF BEGINNING

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## **Findings and Contributing Factors**

The intent of this study is to determine whether the 25th St. & Benjamin Ave. Area Blight Study Area within the community has negative factors which are decreasing the development potential for the area. The field survey conducted on Wednesday, April 19, 2023, indicated the study area has such deterioration or lack of municipal infrastructure, thus the study area warrants further examination regarding blighted and substandard conditions. The following factors were evaluated to determine if there is a reasonable presence of blight and substandard conditions within the 25th St. & Benjamin Ave. Area Blight Study Area.

This section reviews the building and structure conditions, infrastructure, site conditions and land use found within the 25th St. & Benjamin Ave. Area Blight Study Area based upon the statutory definitions, planning team observations during the field survey, and explains the identified contributing factors. *Appendix A* provides a visual description and documents examples of the different conditions that led to each factor's determination. See *Appendix A* for a visual description of the site conditions, debris, condition of public infrastructure, deteriorating structures and other observed conditions within the 25th St. & Benjamin Ave. Area Blight Study Area.

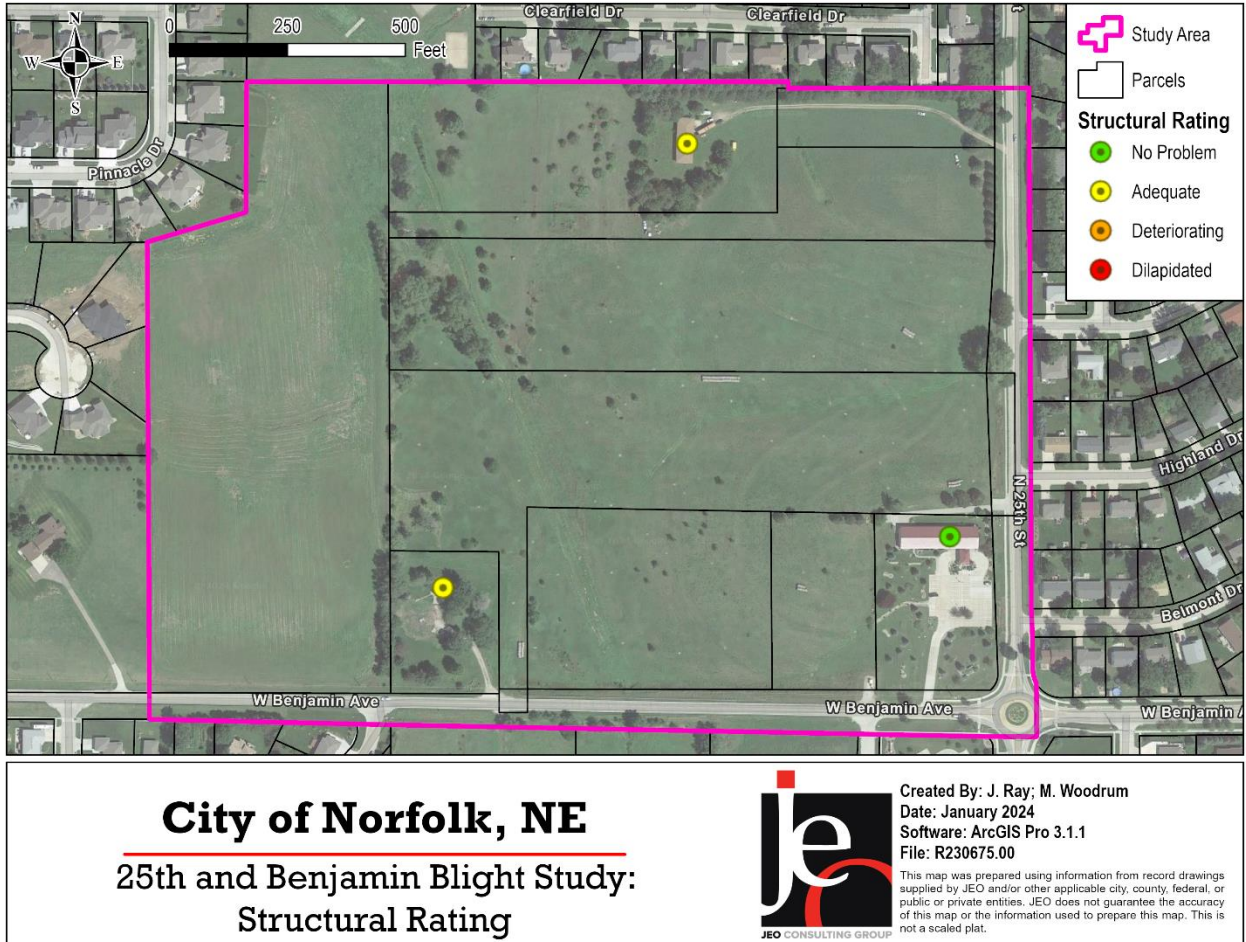
## **BLIGHTED CRITERIA CONDITIONS**

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

### **Substantial Number of Deteriorated or Deteriorating Structures**

As a rule, the primary structure for each parcel within the 25th St. & Benjamin Ave. Area Blight Study Area was examined. A total of 3 structures were evaluated within the designated study area were graded as adequate or no problem. Figure 2 illustrates the distribution of the structural ratings within the study area. This is not considered a significant contributing factor.

**Figure 2, Structural Rating**



### **Defective or Inadequate Street Layout**

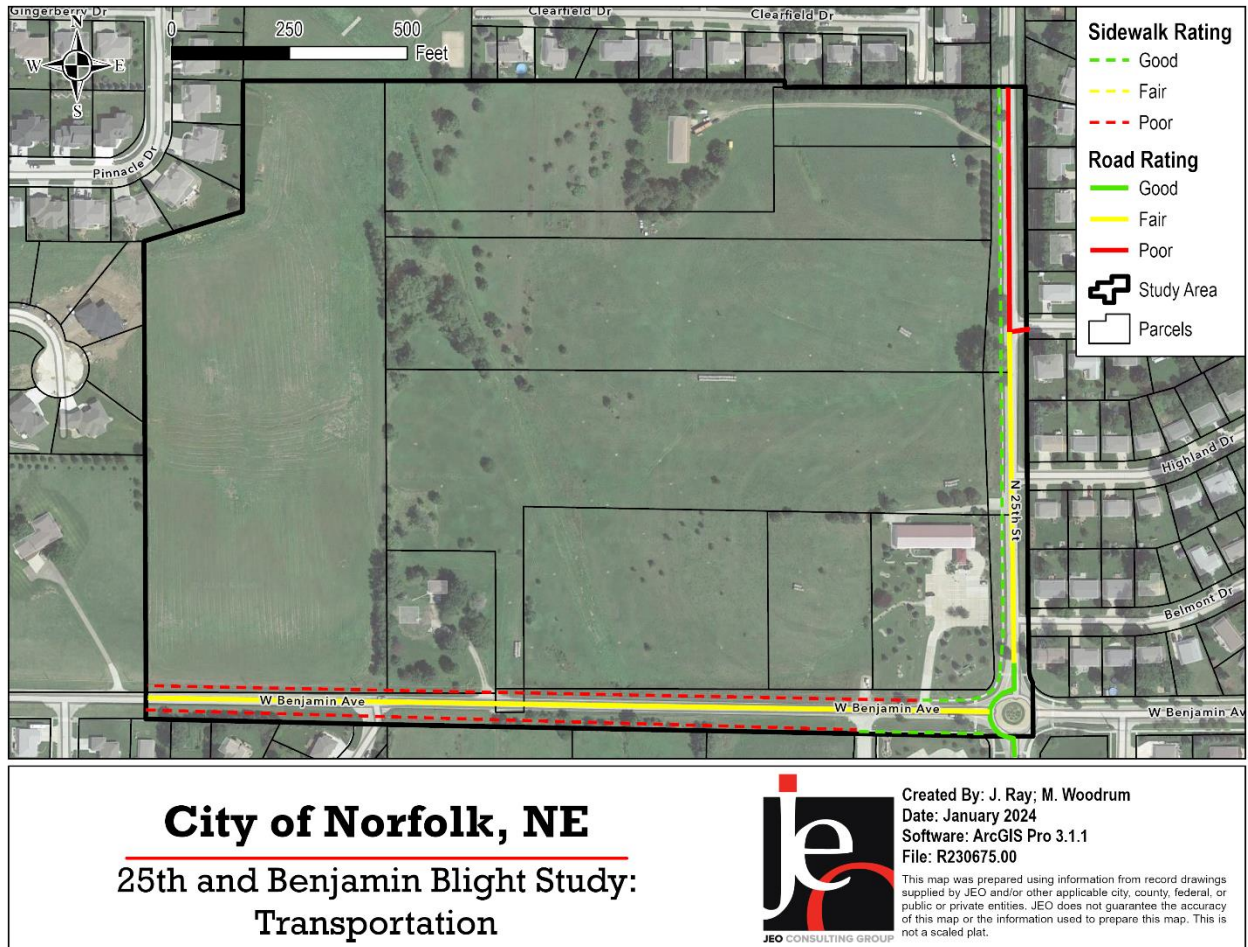
#### **Street Conditions and Accessibility**

Street conditions and accessibility within the 25th St. & Benjamin Ave. Area Blight Study Area were evaluated in relation to the provision of safe and efficient public circulation and access, and with regard to ease of travel and appearance. The noted deficiencies are poor surface condition, missing or incomplete Streets; lack of curb and gutters, and the majority of the area is missing sidewalks. The most significant characteristic is the lack of street and sidewalk development connecting the existing neighborhoods. The transportation infrastructure conditions are illustrated on Figure 3.



Overall, the 25th St. & Benjamin Ave. Area Blight Study Area has limited connectivity with the adjacent street and lacks an efficient transportation network. Due to the lack of connectivity and sidewalks, this is considered a contributing factor.

Figure 3, Transportation



**City of Norfolk, NE**  
 25th and Benjamin Blight Study:  
 Transportation



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 Date: January 2024  
 Software: ArcGIS Pro 3.1.1  
 File: R230675.00

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

Throughout the 25th St. & Benjamin Ave. Area Blight Study Area, the lot sizes and shapes vary. Some lots are too large and need additional subdivision; while some are odd shaped or too narrow and have limited use due to size and shape. In addition, there is a land locked lot, and the area lacks infrastructure improvements for drainage, accessibility, and usefulness. Overall, this factor is considered to be contributing factor.

**Unsanitary or unsafe conditions**

*Conditions which pose a threat to public health and safety*

**Debris**

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

**Sidewalks**

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

**Drainage**

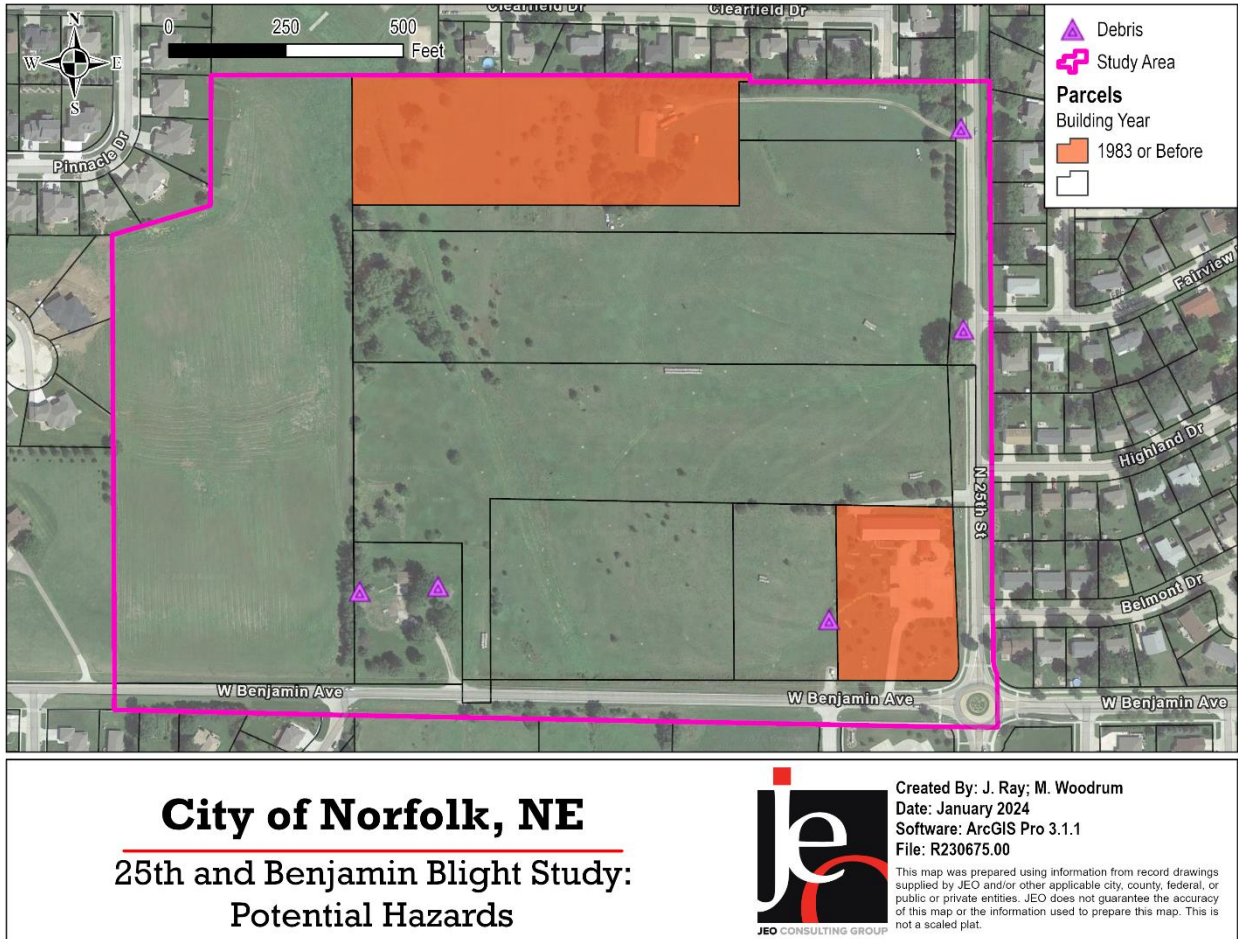
The area is bisected by a drainage channel designated as a stream which is under the authority of the US Fish & Wildlife Agency has the potential to create unsafe drainage or localized flooding.

**Age of Structure**

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

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

**Figure 4: Potentially Hazardous Conditions**



**Deterioration of site or other improvements**

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

**Debris**

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

**Sidewalks**

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

**Drainage**

The area is bisected by a “blueline” stream which has the potential to create unsafe drainage or localized flooding. In addition, the road network lacks proper curb and gutter to convey storm water to an engineered system and evidence of erosion was noted.

**On-Site Drive and Parking**

The on-site improvements were noted as poor and deteriorating in two of the three sites with structures.

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

**Diversity of ownership**

The diversity of ownership is not evident in the 25th St. & Benjamin Ave. Area Blight Study Area. There are three unique private property owners on the 57-acre area of the 25th St. & Benjamin Ave. Area Blight Study Area.

As a result, this factor is not considered to be contributing the recommended blight designation.

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

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

**Defective or unusual conditions of title**

There was no evidence identified of defective or unusual conditions of title in the study area.

As a result, this factor is not considered to be contributing the recommended blight designation.

**Improper subdivision or obsolete platting**

**Obsolete platting**

Throughout the 25th St. & Benjamin Ave. Area Blight Study Area, the lot sizes and shapes vary. Some lots are too large and need additional subdivision; while some are odd shaped or too narrow and have limited use due to size and shape.

**Improper platting**

There is a land locked lot, and the area lacks infrastructure improvements for drainage, accessibility, and usefulness. Overall, this factor is considered to be contributing factor.

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





**The existence of conditions which endanger life or property**

*Conditions which pose a threat to public health and safety*

**Debris**

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

**Wildfire**

The area contains open grass lands and overgrown fence lines in close proximity to existing single family houses. Thus, the area can pose a risk of wildfire which can pose a risk to humans and structures.

**Sidewalks**

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

**Drainage**

The area is bisected by a drainage channel designated as a stream which is under the authority of the US Fish & Wildlife Agency has the potential to create unsafe drainage or localized flooding.

**Age of Structures**

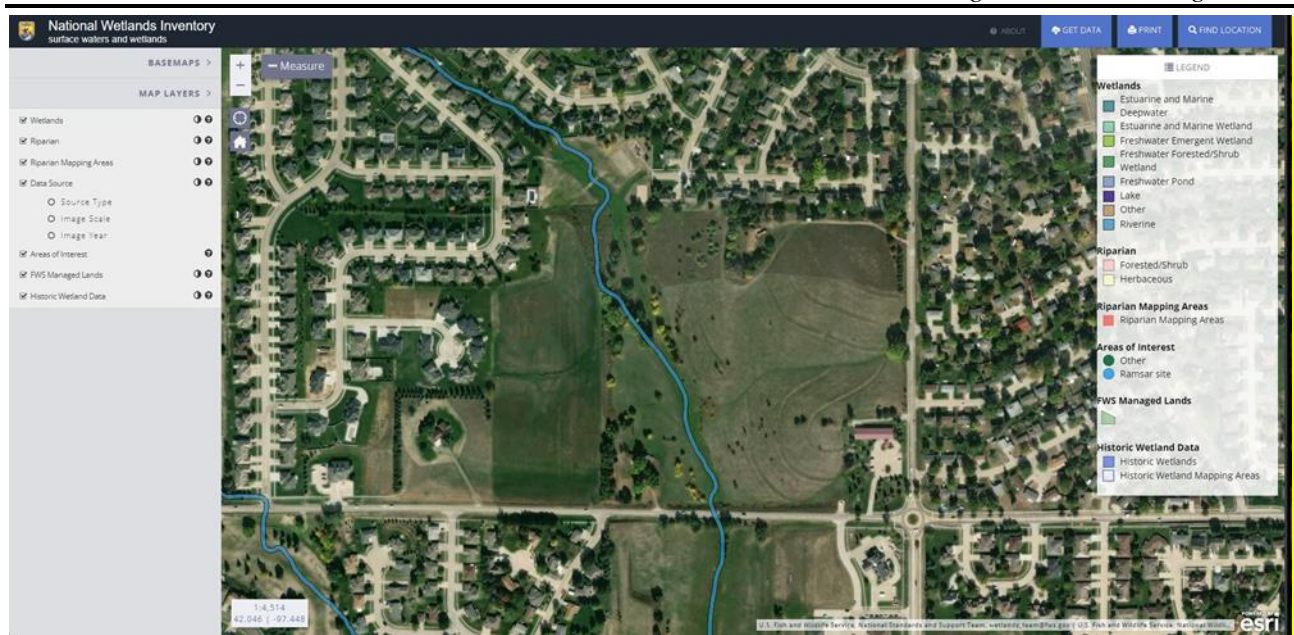
The average age of the residential structures is 71 years old.

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

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

The area is designated for single family residential development in the City of Norfolk Comprehensive Plan, Future Land Use Map, however, the lack of public infrastructure and topographic conditions including proper engineering and permitting of the drainage of the area under the jurisdiction of the US Fish & Wildlife Agency and US Army Corps of Engineers substantiates an economic liability and retards the potential housing accommodations that could impair sound growth of the community in this area.

As a result, it is considered a substantial contributor to the 25th St. & Benjamin Ave. Area Blight Study Area to be considered blighted.



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

The average age of the residential structures in the area is at least 40 years. The average age of the residential structures is 48 years (1975). As a result, this is considered a contributing factor



## **SUBSTANDARD CRITERIA**

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

### **Dilapidation/deterioration**

As part of the Blight and Substandard Study, a Structural Conditions Survey was completed along with an analysis of the land-use patterns in the 25th St. & Benjamin Ave. Area Blight Study Area.

Three structures within the designated study area were graded as no problem or adequate. Figure 2 illustrated the structural ratings within the study area. This is not considered a significant contributing factor.

### **Age or obsolescence**

Information regarding the age of the permanent residential structures within the 25th St. & Benjamin Ave. Area Blight Study Area was provided by the Madison County Assessor's Office.

The average age of the residential structures in 48 years, therefore, this is considered a contributing substandard factor.

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

#### **Poor Drainage and Sanitation**

The 25th St. & Benjamin Ave. Area Blight Study Area contains areas of trash and debris. However, this is not considered significant enough to be considered a contributing factor.

### **Other Substandard Conditions**

The existence of conditions which endanger life or property.

#### **Wildfire**

The area contains open grass lands and overgrown fence lines in close proximity to existing single family houses. Thus, the area can pose a risk of wildfire which can pose a risk to humans and structures.

#### **Age of Structures**

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

#### **Debris**

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

#### **Sidewalks**

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

#### **Drainage**

The area is bisected by a drainage channel designated as a stream which is under the authority of the US Fish & Wildlife Agency and US Army Corps of Engineers has the potential to create unsafe drainage or localized flooding.

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

Figure 5: Parcels Showing Blight and Substandard Criteria



**City of Norfolk, NE**

**25th and Benjamin Blight Study:  
Characteristics of Blight & Substandard Area**



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Date: January 2024  
Software: ArcGIS Pro 3.1.1  
File: R230675.00

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## **Blighted and Substandard Findings**

The 25th St. & Benjamin Ave. Area Blight Study Area has many items contributing to the blight and substandard conditions. Based on the information collected and analyzed pursuant to Nebraska Revised Statutes, the area has criteria of blight or substandard conditions that were considered beyond the remedy and control of the normal regulatory process of the City of Norfolk or impossible to reverse through the ordinary operations of private enterprise. These conditions include:

**Table 1: Summary Matrix**

<b>Criteria</b>	
Structure condition	No
Street layout	Yes
Faulty lot layout	Yes
Unsanitary or unsafe conditions	Yes
Deterioration of site	Yes
Diversity of owners	No
Tax special assessment	No
Titles conditions	No
Obsolete platting	Yes
Endanger life/property	Yes
Any combination	Yes
Age of Structure	Yes
<b>BLIGHT TOTALS</b>	<b>8/12</b>
Exterior inspection of structures	No
Age of structures	Yes
Inadequate provision for ventilation, sanitation	No
Other Substandard – (conducive to ill health, floodplain, endanger life)	Yes
<b>SUBSTANDARD TOTALS</b>	<b>2/4</b>
<b>TOTALS</b>	<b>10/16</b>

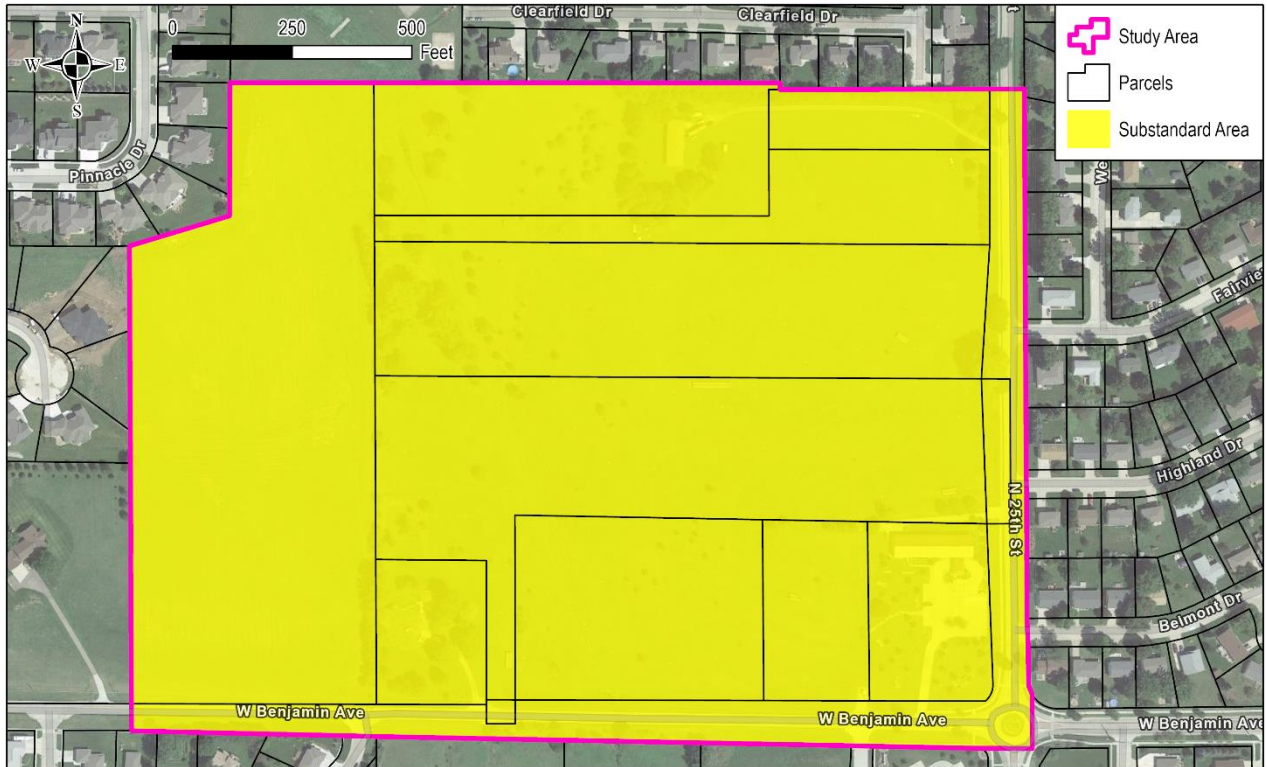
## **Conclusion**

Several conditions within the 25th St. & Benjamin Ave. Area were observed during the field survey which warrant a designation as blighted and substandard, most significantly lack of public infrastructure coupled with the drainage channel that can retard the potential growth of housing and the connectivity to the existing neighborhoods. The conditions showing evidence of blight are interspersed throughout the 25th St. & Benjamin Ave. Area Blight Study Area, and as such, parcels within the boundaries of the Blight Study Area are recommended for further action.

It is the professional opinion of the consultant, based on the information collected and analyzed pursuant to Nebraska Revised Statutes, that the 25th St. & Benjamin Ave. Area Blight Study Area contains the required conditions that would warrant a designation as blighted and substandard by the City of Norfolk and the Community Development Agency. The City of Norfolk should review this Blight and Substandard Study, and if satisfied with the findings contained in this study, may, by resolution, designate the 25th St. & Benjamin Ave. Area Blight Study Area as “Blighted and Substandard” as provided for in the Community Development Law.



Figure 6 Recommended Blight and Substandard Designation



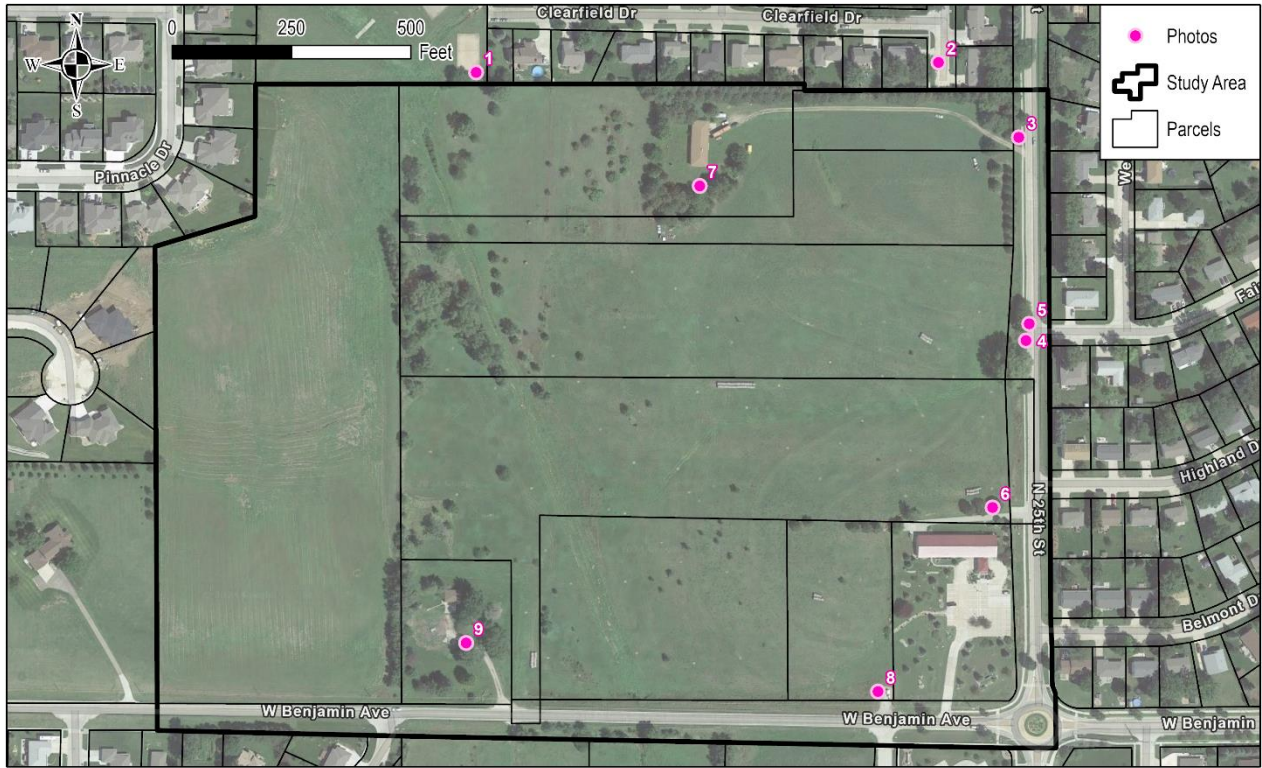
**City of Norfolk, NE**  
**25th and Benjamin Blight Study:**  
**Recommended Blight & Substandard Area**




Created By: J. Ray; M. Woodrum  
Date: January 2024  
Software: ArcGIS Pro 3.1.1  
File: R230675.00

This map was prepared using information from record drawings supplied by JEO and/or other applicable city, county, federal, or public or private entities. JEO does not guarantee the accuracy of this map or the information used to prepare this map. This is not a scaled plat.

Appendix A  
Photo Exhibit



**City of Norfolk, NE**  
**25th and Benjamin Blight Study:**  
**Photo Guide**



Created By: J. Ray; M. Woodrum  
Date: January 2024  
Software: ArcGIS Pro 3.1.1  
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Location 1







Location 2







Location 3







Location 4





Location 5



Location 6





Location 7







Location 8









Location 9



Location 10





**BILLING AND ACCOUNTS RECEIVABLE MANAGEMENT SERVICES  
AGREEMENT**

**by and between**

***QUICK MED CLAIMS, LLC***

**and**

***CITY OF NORFOLK, NEBRASKA***

**April 1, 2024**

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## AGREEMENT

**THIS SERVICE AGREEMENT** (hereinafter and including all Attachments hereto, the “**Agreement**”) by and between the CITY OF NORFOLK, Nebraska, a Municipal Corporation (hereinafter referred to as “**Provider**”), located at 309 N 5<sup>th</sup> Street Norfolk, Nebraska 68701 and QUICK MED CLAIMS, LLC, a Delaware corporation (hereinafter referred to as “**QMC**”), located at 1400 Lebanon Church Road, Pittsburgh, PA 15236, is entered into with an effective date of April 1, 2024 (the “**Effective Date**”).

### RECITALS

**WHEREAS, Provider** provides emergency and/or non-emergency services, is licensed to do so by the recognized agency of the state in which it does business, and is in good standing with all state and federal agencies with responsibilities pertaining to health care reimbursement and legal enforcement; and

**WHEREAS, Provider** seeks reimbursement for the services that it provides; and

**WHEREAS, QMC** provides billing and accounts receivable management services for medical transportation organizations in a manner that is compliant with all applicable and material rules and regulations; and

**WHEREAS, QMC** is willing to provide medical transportation billing and reimbursement services to **Provider** according to the terms and conditions set forth herein; and

**WHEREAS, Provider** desires to engage **QMC** exclusively to provide billing and accounts receivable management for the services that it provides;

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

#### 1. DESCRIPTION OF SERVICES.

The Recitals set forth above are incorporated by reference and made a part of this Agreement as if set forth in their entirety. **Provider** engages **QMC** to be the exclusive provider of medical transportation billing and accounts receivable management services described in this Agreement. **Provider** agrees that it will not enter into any agreement, contract, understanding, or arrangement with any other entity or person to provide the same or substantially similar medical billing services during the term of this Agreement.

#### 2. TERM.

This Agreement shall commence on the Effective Date and continue for three (3) years (the “**Initial Term**”) unless otherwise terminated in accordance with Paragraph 3 of this Agreement. The Agreement shall automatically renew for successive, additional one (1) year terms (each, a “**Renewal Term**”) unless either party provides written notice of non-renewal to the other party at least ninety (90) days prior to the expiration of the then-current term.

#### 3. TERMINATION.

##### a. Cause.



- i. Except as set forth in Paragraphs 3(a)(ii) and (iii), below, if either **QMC** or **Provider** materially breaches any provision of this Agreement, the other party may provide written notice to the non-performing party describing such material breach. If the non-performing party fails to cure such material breach within thirty (30) days of such notice and while such material breach remains outstanding, this Agreement may be terminated immediately by the non-breaching party upon written notice; provided, however, if the material breach cannot be cured within the thirty (30) day cure period despite the good faith, commercially reasonable efforts of the non-performing party, then the thirty (30) day cure period will be extended by another thirty (30) days if the non-performing party diligently pursues the corrective action throughout the cure period.
- ii. Either party may terminate this Agreement immediately in writing for any of the following:
  1. The other party is excluded from participation in the Medicare, Medicaid, or other government health care program; or
  2. Any amount owed by **Provider** to **QMC** pursuant to this Agreement remains outstanding for thirty (30) days beyond the due date, including, without limitation, any amount owed by **Provider** to **QMC** with respect to a Transition Period (defined below); or
  3. The other party files a voluntary petition in bankruptcy, becomes insolvent, is adjudicated bankrupt or an insolvent, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under the federal Bankruptcy Code or any similar federal or state statute, law or regulation, or in the event of the appointment of a trustee, receiver, or liquidator for the other party or any substantial part of its assets or properties (whether or not the other party consents to or acquiesces to such appointment); or
  4. The other party is convicted of a criminal offense related to any federal or state health care program.
- iii. **QMC** may terminate this Agreement immediately upon written notice if **Provider**:
  1. Fails to pay for **QMC's** Services in accordance with the requirements of this Agreement;
  2. Fails to take reasonable action upon notification by **QMC** of a potential violation of applicable laws or regulations; or
  3. Revokes or otherwise rescinds the applicable contractor or insurer source code required by **QMC** to perform the Services on **Provider's** behalf or causes such source code to be revoked or

otherwise rescinded.

iv. Notwithstanding any other provision of Paragraph 3(a) of this Agreement, **QMC** may, at its sole discretion, temporarily suspend its obligations under this Agreement should **Provider** engage in any conduct listed in Paragraphs 3(a)(ii) and/or (iii) of this Agreement. However, nothing in this Paragraph 3(a)(iv) shall be construed to prohibit **QMC** from terminating this Agreement as otherwise permitted by Paragraph 3(a)(ii) and/or (iii).

b. **Without Cause.**

Either party may terminate this Agreement without assigning a cause or reason upon ninety (90) days written notice to the other party. Should **Provider** decide to terminate this Agreement, it shall use its best efforts to remain current with outstanding invoices. **Provider** acknowledges and stipulates if it fails to remain current with outstanding invoices, in accordance with Paragraph 3(a)(ii)(2), **QMC** reserves the right to immediately discontinue providing any of its services.

c. **Early Termination.**

The parties recognize that **QMC** has conditionally waived its Onboarding Fee (as defined in Attachment A). Notwithstanding the foregoing, if this Agreement terminates for any reason during the initial twelve (12) months of the Initial Term, then such conditional waiver shall be rescinded, and **Provider** shall immediately pay to **QMC** the Onboarding Fee.

d. **Transition Period.**

i. If this Agreement is terminated for any reason other than by a party for cause pursuant to Paragraph 3(a), the parties agree to a transition period that shall commence on the termination date and end ninety (90) days thereafter (the "**Transition Period**"). During the Transition Period, **Provider** agrees not to forward any claims with dates of service after the termination date to **QMC** for processing. **QMC** agrees to continue to provide Services for dates of service prior to the termination date as described herein for the entire Transition Period (the "**Transition Services**"). During the Transition Period, **QMC** will bill **Provider** monthly and such monthly invoices shall be due and payable within thirty (30) days of receipt. At the end of the Transition Period, **QMC** shall present to **Provider** a final set of reports, including an invoice for the Services that details the work done during the Transition Period. **Provider** shall pay all fees due to **QMC** within thirty (30) days of receiving a complete and correct invoice.

ii. If applicable during the Transition Period, **Provider** shall ensure that any new billing agent (the "**New Agent**") cooperates with **QMC** to transition the billing operations to the New Agent and promptly forward to **QMC** all electronic remittance advices and any other documents that explain payment of and adjudication of medical claims that were billed by **QMC** but which are received by the New Agent. **Provider** shall cause the New Agent to provide **QMC** such other billing information received by the New Agent during the Transition Period as may be reasonably necessary for

**QMC** to timely and properly perform the Services during the Transition Period.

- iii. During the Transition Period, **QMC** may terminate the Transition Services (A) if **Provider** fails to cure any breach within ten (10) days of having received written notice thereof or (B) upon any default in **Provider's** payment obligations under this Agreement.

**4. PROVIDER RESPONSIBILITIES. Provider** shall be responsible for the following:

a. **Information Transfer.**

Subject to the terms of Paragraph 18, below, **Provider** agrees to provide **QMC** with all information necessary to support the billing and reimbursement process in a complete and timely fashion. The necessary information includes but is not limited to complete and legible patient demographic information (including name, address and telephone number), dispatch information, insurance information, medical records, patient clinical records (including patient care reports, which must specifically include the reason for patient transport, documentation regarding medical necessity for transport by ambulance, information regarding points of origin and destination, a description of treatment provided, and documentation of patient loaded miles to the nearest tenth of a mile where applicable in accordance with **Provider's** practices and policies, as well as applicable Federal and State regulations), essential patient and crew signatures, a Physician Certification Statement or other physician order where required by law for non-emergency ambulance services, Advance Beneficiary Notice of Noncoverage (ABN) (when required), and, if applicable, information on whether the patient is a subscriber to **Provider's** subscription program, and related forms. All information transmitted by **Provider** to **QMC** shall comply with all applicable laws, rules, regulations and policies in all material respects, and **Provider** shall monitor all billing regulations and requirements mandated by governmental or third-party payors and will submit its billing information in accordance with the same. **Provider** shall use its best efforts to ensure that all information provided to **QMC** is accurate and complete. **QMC** will only use the information given to **QMC** by **Provider** to bill for medical services provided by **Provider**. **Provider** understands and agrees that it is responsible for completing all information accurately so that it reflects work actually performed and matches all medical records. **Provider** agrees that **QMC** shall not be liable for any errors resulting from **Provider's** failure to provide **QMC** with correct and complete billing information. **Provider** also acknowledges that all denials based on documentation, service levels, codes or charges assigned by **Provider** are the sole responsibility of **Provider**. **QMC** will not alter the billing information or medical records, but rather shall inform **Provider** if **QMC** is made aware of any such billing information inaccuracies. **Provider** will retain all medical records and forward a copy to **QMC** upon request if needed for billing purposes.

b. **Access to Information.**

Subject to the terms of Section 21 hereof and to reasonable security procedures required by **Provider**, **Provider** agrees to grant reasonable access for designated **QMC** personnel to any and all systems, applications, tools and information that is required by **QMC** for the billing and reimbursement process.



c. **Notice of Privacy Practices.**

**Provider** agrees to provide all prescribed Notice of Privacy Practices to patients and/or designated representatives in accordance with applicable rules and regulations.

d. **Outside Consultants.**

Any outside consultants, including but not limited to, accounting firms, audit firms or legal counsel engaged by **Provider** shall be the sole financial responsibility of **Provider**.

e. **Designated Representative.**

**Provider** shall designate a specific representative to serve as a liaison to **QMC** personnel.

f. **Policies and Contracts.**

**Provider** shall supply **QMC** with any applicable **Provider** contracts or policies for billing and any agreements or subscription program materials that may impact on **QMC's** billing for **Provider's** services and promptly provide **QMC** with any updates to such information.

g. **Billing Rates.**

**Provider** shall promptly notify **QMC** of any changes in billing rates, contractual obligations affecting **Provider's** billing or other changes to **Provider's** billing policies not later than thirty (30) days prior to the effective date of such changes.

h. **Bank Account.**

**Provider** shall designate to **QMC** a depository bank account to which funds may be directly deposited without **QMC** negotiating checks made payable to **Provider**. Such account shall be maintained by **Provider** at its sole cost and expense.

i. **Ambulance License.**

**Provider** shall maintain in good standing and supply **QMC** a copy of its ambulance service license, certification or permit to do business (including any Certificate of Need or similar permit where required by law), applicable clinical treatment protocols and dispatch protocols. If necessary and requested by **QMC**, **Provider** will also furnish a description of the levels and types of service it provides under state law and a list of all personnel, including certification/licensure levels.

j. **Direct Payments.**

**Provider** shall promptly report receipt of all payments made directly to **Provider** for ambulance services rendered by **Provider**. **Provider** shall provide to **QMC** view-only access to **Provider's** deposit account for the purpose of verifying and reconciling payments. For such accounts where view-only access is infeasible,

**Provider** shall provide to **QMC** at **Provider's** expense timely written reports reflecting account activity.

k. **Governmental Payor Enrollment.**

**Provider** shall maintain an active, valid Medicare Provider Number and National Provider Identification Number (NPI). **Provider** shall ensure that it revalidates its provider enrollment periodically when required. **Provider** shall promptly forward to **QMC** all communications, from CMS or a Medicare Administrative Contractor or other federal Contractor concerning or relating to **Provider's** Medicare and Medicaid Enrollment, processing of changes to its Medicare or Medicaid enrollment, or Medicare/Medicaid billing or billing privileges. Notwithstanding the foregoing, **Provider** understands and agrees that it is solely **Provider's** responsibility to maintain its Medicare and Medicaid enrollment and to comply with all requirements to promptly update all enrollment information promptly and within legally required time limits upon the change of any enrollment information.

l. **Refrain from Sending Ineligible Claims.**

**Provider** shall refrain from submitting to **QMC** any claim for processing if (i) **Provider** knows or should know that the claim is ineligible for payment or reimbursement or (ii) **Provider** is ineligible for payment by any third party payors as a result of its licensure status, exclusion, or other sanction with such payor or program, or other legal impediment, and shall promptly notify **QMC** of any termination, suspension, or revocation of its license, or exclusion from any state or federal health care program, or any change in ownership. **Provider** understands and acknowledges that not all accounts will satisfy the eligibility requirements of all payers, and that it might not be possible to obtain reimbursement in all cases. **Provider** agrees to abide by **QMC's** decisions to proper coding and payer based on the information provided to **QMC** by **Provider**.

m. **Services Rendered in Accordance with the Law.**

**Provider** shall ensure and shall implement any and all necessary processes to ensure that all services rendered by **Provider** are furnished in accordance with all applicable laws, regulations, and policies, and are performed by individuals who possess current and valid licenses and/or certifications as required by state and local law for the staffing of an ambulance at the level of service provided by **Provider**.

n. **Subscription/Membership Program.**

In the event that **Provider** operates a subscription or membership program, **Provider** represents and warrants that it is permissible under its state law to do so, and that its program is actuarially sound in accordance with the guidance of the Office of Inspector General (OIG) and operated in accordance with all applicable state and federal laws, regulations, and guidelines. **Provider** is responsible to inform **QMC** of its patients who are subscribers or members of **Provider's** subscription or member program. Notwithstanding any other provision of this Agreement, **Provider** agrees to defend, indemnify, and hold harmless **QMC** in the event that **Provider's** subscription or membership program is not actuarially sound or is otherwise violates federal or state law, regulation, or other requirement.

o. **Overpayments.**

**Provider** understands and agrees that it is solely responsible for the prompt return of all overpayments or recouplements sought or imposed by any insurer, carrier, payer, or governmental agency or contractor, including interest, civil monetary penalties, fines or other such assessment. **Provider** further understands that federal law requires any overpayments made by Medicare or other federal health care program be refunded within sixty (60) days of the identification of any such overpayments.

p. **External and Internal Audits.**

**Provider** shall immediately notify **QMC** if there has been any prepayment audit or review, post payment audit or review, or any investigation or other formal inquiry into the billing practices of **Provider** and/or **QMC**, or claims submitted by **QMC** on behalf of **Provider**, where such audit or investigation is or appears to have been initiated by any governmental agency, insurer, payer, carrier, Medicare Administrative Contractor, or other Medicare or Medicaid contractor or other agency or entity authorized to carry out any such audit or investigation. This obligation shall survive the termination of this Agreement.

**QMC** shall assist **Provider** in producing any records, reports, or documents in its possession which pertain to the audit or investigation and to which it has a right of access under Paragraph 18(b) or (c). **QMC** shall have no obligation to perform any duties under this Paragraph 4(p) after the termination of this Agreement for any reason.

5. **QMC SERVICES.** **QMC** shall perform the following services for **Provider** (collectively the “Services”):

a. **Enrollment and Credentialing Services.**

**QMC** shall use commercially reasonable efforts to arrange for the initial credentialing and re-credentialing of **Provider** with health plans as directed by **Provider** in accordance with this Agreement. **QMC** does not guarantee the success of credentialing or re-credentialing services or that success will be achieved within a specific time frame; **Provider** agrees and understands that the ultimate result and duration of credentialing and re-credentialing efforts regarding a health plan based on information provided to **QMC** by **Provider** is solely within the control of the health plan. A health plan’s denial or termination of **Provider**’s participation in the health plan based on guidance given to **Provider** by **QMC** and provided to the health plan is not a breach of this Agreement and **Provider** agrees that **QMC** is not liable for any damages to **Provider** as the result of such denial or termination.

b. **Demographic Information Verification.**

**QMC** shall use commercially reasonable efforts to verify through accessible sources all demographic information supplied by the **Provider** and necessary to support the billing and revenue cycle management process.

c. **Insurance Information Verification.**



**QMC** shall use commercially reasonable efforts to verify through accessible sources patient care reports and all insurance information supplied by the **Provider** and necessary to support the billing and revenue cycle management process.

d. **Claims Processing.**

**QMC** shall submit all claims for payment for services rendered by the **Provider**, to the appropriate party, including third party payors, third party administrators, estates, and patients as appropriate to obtain allowable reimbursement in accordance with the following service levels:

**QMC** will submit all claims within five (5) business days of receiving a complete patient care report and all related information required as outlined in Section 4 (a) for successful submission. Reimbursement will be posted by **QMC** within three (3) business days of receipt.

**QMC** shall cooperate and work with governmental agencies and insurance carriers with the objective of obtaining prompt and sufficient payment of billings and claims. **QMC** shall convey intermediary/carrier directives and updates that it receives to **Provider**, including intermediary/carrier correspondence and any audit requests or notifications of overpayment directed to **Provider**. **QMC** shall prepare claims and/invoices based on **Provider's** patient care reports and supporting documentation (including, where required, physician certification statements, dispatch or call intake records or other documentation necessary for billing according to the rules of the applicable payor(s)), deemed complete by **QMC**, to specifically include coding of claims based on the documentation contained within **Provider's** patient care reports and any supporting documents. In the event it is determined that **QMC** was solely responsible for assigning inaccurate codes for services provided by **Provider**, **QMC's** sole liability, and **Provider's** sole remedy, shall be limited to **QMC's** recoding the applicable services at no additional cost to **Provider**. Notwithstanding the foregoing and in addition to any other limitations set forth in this Agreement, **QMC** shall have no liability for or bear the costs associated with the re-coding of services resulting from: (i) a determination that services provided by **Provider** were not "medically necessary", (ii) inaccurately coded claims resulting from incorrect information provided to **QMC** by **Provider** or a third party, or (iii) **Provider's** acts or omissions. **QMC** will use commercially reasonable efforts to submit all claims within five (5) business days of receiving a complete patient care report and all related information required as outlined in Section 3(a) for successful submission. **QMC** shall cooperate and work with governmental agencies and insurance carriers with the objective of obtaining prompt and sufficient payment of all eligible billings and claims. **QMC** shall convey intermediary/carrier directives and updates that it receives to **Provider**, including intermediary/carrier correspondence and any audit requests or notifications of overpayment directed to **Provider**. **Provider** agrees that **QMC** shall not be held responsible for any delays in the filing or processing of claims or bills caused by or arising from insufficient or incorrect documentation or information supplied by **Provider** or any other third party. **Provider** also agrees that **QMC** shall not be held responsible for delays in the filing or processing of claims or bills caused by or arising from delays resulting from account set-up time for insurance carriers and governmental programs.

e. **Accounts Receivable Management.**

**QMC** shall provide follow-up and accounts receivable management services for claims arising out of services rendered by **Provider** in a timely fashion. **QMC** shall exercise due care, prudence and judgment in the management of **Provider's** accounts receivable. **QMC** shall, with the cooperation of **Provider**, make appropriate and reasonable accounts receivable management efforts on all billings and claims to include the preparation of invoices and reminder statements to patients, supplemental insurers or other financially responsible parties at industry-appropriate intervals. If instructed by **Provider**, **QMC** will forward unpaid accounts that are at least ninety (90) days past due to the **Provider**, or a collection agency selected by **Provider**. **Provider** shall be responsible for all collection agency costs. **QMC** is not a collection agency and bears no responsibility for the conduct of any collection activities undertaken by **Provider** or its collection agency. **Provider** shall determine when write-offs shall occur. **QMC** will follow a payor specific set of protocols for account follow up.

f. **Reimbursement Posting.**

**QMC** shall post all reimbursement received on behalf of the **Provider** to the appropriate accounts within three (3) business days of receipt and make such information available to **Provider** for review. **QMC** will work closely with **Provider** representatives to identify all missing reimbursements and may post reimbursements to a miscellaneous account in the event the documentation is not received from **Provider** within thirty (30) days of confirmation by the payor.

g. **Appeals.**

**QMC** will use commercially reasonable efforts to complete reviews, appeals and related processes to respond to third party payor denials in accordance with payor specific protocols. **Provider** agrees to cooperate with **QMC** in the appeals process and shall timely respond to requests for and supply all necessary support to carry out the process.

h. **Fixed Reporting.**

**QMC** will provide a fixed set of reports to **Provider** on a periodic basis. The content and frequency of the reports will be mutually agreed upon by the parties but shall be at least monthly and include the reports described on Attachment B to this Agreement. If required, upon **Provider's** request, **QMC** may develop custom reports for **Provider**, for which the cost, content and timeliness will be mutually agreed upon in writing by the parties prior to any costs being incurred for said custom reports.

i. **Correspondence.**

**QMC** shall not send correspondence to patients, third-party payors or other third parties relating to **Provider's** claims except using template letters approved in advance by **Provider**. **QMC** may rely on **Provider's** approval of a template for use thereafter by **QMC** until such time as **Provider** requests a change to the template. The Parties stipulate modification of correspondence may be necessary to comply

with applicable law and will use their best efforts to institute letter modifications when necessary.

j. **Credit Card Merchant Account.**

QMC will establish a credit card merchant account and related capabilities to permit **Provider's** patients to pay via any major credit card and allow associated funds to be deposited directly into **Provider's** designated bank account, net of associated credit card processing fees.

k. **Overpayments and Credit Balances.**

QMC will notify **Provider** of any overpayments and/or credit balances of which QMC becomes aware. **Provider** bears sole responsibility for the refund of any overpayments or credit balances to Medicare, Medicaid, patient, or other payers or insurers, and agrees to make such refunds. QMC may, at its option, assist **Provider** in processing such refunds, but all refunds are to be made solely with **Provider's** funds, and QMC has no responsibility to make such refunds.

l. **Account Representative.**

QMC will provide one or more account representatives to respond to patient, payer, and/or **Provider** billing questions during QMC's regular business hours.

m. **Accounting and Auditing.**

If **Provider** requires QMC's assistance in **Provider's** accounting or other internal audits, QMC may charge for such audit support services at its customary rates, to be established by QMC from time to time. Upon written request of **Provider** for same, QMC shall furnish these rates to **Provider** in writing prior to undertaking any work pursuant to this Paragraph 5(m). From time to time, **Provider** may request to audit QMC's records directly related to the Services delivered to **Provider**. The terms of any audit by **Provider** of QMC shall be conducted according to written agreement signed by both parties that specifically cites this Paragraph 5(m) of this Agreement.

n. **Provider Resources.**

**Provider** acknowledges and agrees that QMC may provide the Services hereunder through internal and external personnel or resources that may be located inside or outside of the United States.

6. **SPECIFICALLY EXCLUDED DUTIES OF QMC. Notwithstanding any provisions of this Agreement to the contrary, QMC shall not be responsible to/shall not:**

- a. Initiate or pursue litigation for the collection of past due accounts.
- b. Accept a reassignment of any benefits where prohibited by law.
- c. Negotiate any checks made payable to **Provider**, although QMC may forward collection accounts to a collection agent of **Provider's** choosing. Nothing in this Agreement is intended to make QMC a debt collector under the federal Fair Debt



Collection Practices Act or similar state laws, and **QMC** should not be construed as undertaking any activities that would make it a debt collector under the Fair Debt Collection Practices Act or similar state laws.

- d. Provide legal advice or legal services to **Provider**, **Provider's** patients or payers, or anyone acting on **Provider's** behalf.
- e. Monitor the actuarial soundness of **Provider's** subscription/membership program, if applicable.
- f. Unless otherwise set forth in a separate agreement between the parties, provide any billing or accounts receivable management services with respect to emergency and/or non-emergency ambulance services provided by **Provider** prior to the Effective Date.

**QMC's** sole obligation is to provide the Services set forth in this Agreement based on the information and documentation provided by the **Provider** or its representatives, employees, directors, officers, agents or attorneys in accordance with the terms and conditions of this Agreement, and **QMC** shall have no responsibility or liability for the accuracy or completeness of any such information provided by the **Provider** or its officers, directors, employees, representatives, agents or attorneys. **Provider** further acknowledges that **QMC** shall not be responsible for verifying the accuracy or completeness of any information or documentation provided by the **Provider** or its officers, directors, employees, representatives, agents or attorneys.

## 7. **COMPENSATION.**

### a. **Service Fees.**

In recognition of the Services provided as described herein, **Provider** shall pay **QMC** in accordance with the rates set forth in Attachment A.

### b. **Payment Terms.**

**Provider** shall pay **QMC** within thirty (30) days of receiving a complete and correct invoice for the Services. **QMC** shall issue invoices to **Provider** on a monthly basis. If any invoices remain outstanding for forty-five (45) days or more, **QMC** may charge interest on the unpaid balance at the rate of one and one-half percent (1.5 %) of any outstanding balance, per month which rate shall remain in effect until paid in full. In addition, without limiting any termination rights under this Agreement, **QMC** may at its option suspend the Services hereunder upon thirty (30) day's prior written notice if any invoices remain outstanding for forty-five (45) days or more.

## 8. **RATES.**

**Provider** shall set rate schedules for its services as desired and **QMC** will diligently seek reimbursement for such services as provided for herein.

## 9. **INDEMNIFICATION; LIMITATION OF LIABILITY.**

### a. **By Provider.**

**Provider** shall protect, defend, indemnify, and hold harmless **QMC**, its agents, officers, directors and employees from and against any and all costs, claims, demands, causes of action, suits, damages, liabilities, and expenses, including reasonable attorneys' fees, (collectively referred to as "Claims") that arise out of performance or non-performance of **Provider** in the course of performing the duties encompassed by this Agreement, whether arising from the negligent or willful acts or omissions of **Provider**, its agents, employees, subcontractors, except for any alleged negligence or condition caused or created, in whole or in part, by **QMC**.

b. **By QMC.**

**QMC** shall protect, defend, indemnify, and hold harmless **Provider**, its owners, agents, officers, directors, and employees from and against any and all claims that arise out of performance or non-performance of **QMC** in the course of performing the duties encompassed by this Agreement, whether arising from the negligent or willful acts or omissions of **QMC**, its agents, employees, subcontractors or otherwise.

c. **Limitation of Liability.**

In no event shall **QMC'S** total cumulative liability for any and all losses, costs, damages, liabilities or expenses (including reasonable attorneys' fees) under this Agreement (whether by reason of breach of contract, tort, strict liability, indemnification or otherwise) exceed either the tort limits under the Nebraska Political Subdivisions Tort Claims Act OR amounts beyond the insurance requirements listed in Attachment E, whichever is less. Any claims, damages, losses, costs, liabilities, or expenses (including attorneys' fees) arising out of, based on, or relating to this Agreement not presented by **Provider** to **QMC** in writing pursuant to the notice provisions of Paragraph 14 within one (1) year from either the occurrence thereof or from when **Provider** reasonably had or should have had notice of the same, whichever is later, or shall be deemed waived. **Provider** shall have the duty to mitigate its damages or potential damages.

**10. INSURANCE.**

**QMC** shall provide **Provider** with insurance coverage and certificate indicating as such in accordance with Attachment E.

**11. INDEPENDENT CONTRACTOR STATUS.**

In the performance of the Services under this Agreement, **QMC** and its personnel are independent contractors and not employees or agents of **Provider**. This Agreement does not create the relationship of employer and employee. **QMC** and its employees and independent contractors will be solely responsible for all required federal and state income taxes and withholdings applicable to them.

**12. REGULATORY COMPLIANCE.**

**Provider** represents and warrants that at all times during the Term of this Agreement, it shall comply with all applicable laws, regulations and requirements of federal, state and local governmental authorities pertaining to billing and reimbursement for ambulance and

medical transportation services. **Provider** represents and warrants that all personnel in the performance of its obligations hereunder are and will continue to be properly licensed and certified, if applicable, in accordance with all applicable federal, state and local rules, regulations and conventions.

### 13. NON-SOLICITATION; NON-EMPLOYMENT.

**Provider** acknowledges that **QMC** has invested significant time and other resources in the initial and subsequent training of its employees. **Provider** also acknowledges that **QMC's** employees, due to their positions of trust, have had access to **QMC's** Proprietary Information. Therefore, in order to protect **QMC's** legitimate business interests and assets:

- a. During the term of this Agreement and for a two (2) year period following its termination for any reason whatsoever (the "**Restriction Period**"), **Provider** shall not, directly or indirectly, without the express written consent of **QMC**: (i) employ, hire, or otherwise retain, or (ii) recruit, solicit or otherwise attempt to employ, hire or otherwise retain, either on its own behalf or on behalf of any third party, any individual who was an employee of **QMC** at any time during the term of this Agreement (the "**Restriction**").
- b. **Provider** acknowledges that compliance with the Restriction is necessary to protect the business and goodwill of **QMC**, and that any breach of the Restriction by **Provider** will result in irreparable and continuing damages to **QMC**, for which money damages will not provide adequate relief. Consequently, **Provider** agrees that in the event it breaches or threatens to breach the Restriction, **QMC** shall be entitled to petition a court of law or equity for a temporary restraining order, a temporary or preliminary injunction and a permanent injunction, in order to cause **Provider** to cease and desist from any further breaches of the Restriction and in order to prevent immediately and permanently the continuation of such harm.
- c. The Restriction shall apply during the Restriction Period. If **Provider** violates the Restriction and **QMC** brings legal action for injunctive or other relief, **QMC** shall not, as a result of the time involved in obtaining the relief, be deprived of the benefit of the full Restriction Period. Accordingly, the time during which **Provider** is in violation of the Restriction and the time during the pendency of any legal or equitable action shall not be included in calculating the Restriction Period.
- d. The covenants and restrictions contained in this Paragraph 13 are separate and divisible. If, for any reason, any one provision or clause is held to be invalid or unenforceable, in whole or in part, such provision shall be deemed limited by construction and scope and effect to the minimum extent necessary to render the same valid and enforceable, and, in the event no such limiting construction is possible, such invalid or unenforceable provision shall be severed from this Agreement without affecting the validity or enforceability of any other term or provision hereof. Each provision and clause shall be enforced to the maximum extent permitted by law.
- e. The existence of any claim or cause of action by **Provider** against **QMC** shall not constitute a defense to the enforcement of the Restriction by **QMC** but shall be resolved separately.



**14. NOTICES.**

All notices under this Agreement shall be in writing and shall be deemed to have been given on the date personally delivered as evidenced by an executed receipt, or on the date mailed, as evidence by a postmark, by certified or registered mail, and addressed to the respective parties as listed below:

**If sent to Provider:**

Brianna Duerst  
City Clerk  
City of Norfolk  
309 5th Street  
Norfolk, NE 68701  
[bduerst@norfolkne.gov](mailto:bduerst@norfolkne.gov)

**If sent to QMC:**

S. Mark Talley  
Chief Executive Officer  
Quick Med Claims, LLC  
1400 Lebanon Church Road  
Pittsburgh, PA 15236  
[mtalley@quickmedclaims.com](mailto:mtalley@quickmedclaims.com)

**15. SEVERABILITY.**

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

**16. WAIVER OF BREACH.**

The waiver by either party of a breach or violation of any provision of the Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision thereof.

**17. FORCE MAJEURE.**

Neither **QMC** nor **Provider** shall be considered to be in default of this Agreement if delays in, or failure of performance shall be due to events of force majeure the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term “force majeure” shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the non-performing party. It includes, but is not limited to, vandalism, sabotage, terrorism, epidemics, war, strikes, work slowdowns, fire, flood, earthquake or other “acts of God” or natural or meteorological causes which prevent the parties from performing their responsibilities hereunder. If either party is unable to perform its obligations under this Agreement as a result of an event of force majeure, the non-performing party shall promptly notify the other party in writing of the beginning and estimated duration of any anticipated period of delay and thereafter neither party shall be obligated to perform their respective obligations under this Agreement that are affected by the force majeure conditions (and the associated payment obligations) during the period of force majeure. If any period of force majeure continues for thirty (30) days or more, either **Provider** or **QMC** may terminate the Agreement upon written notice to the other in accordance with Paragraph 3. Notwithstanding the foregoing, a force majeure event shall not excuse **Provider** from its payment obligations as set out in Paragraph 7.

## 18. RECORDS.

- a. Pursuant to United States Code, Title 42, Section 1395 et. seq. (Omnibus Budget Reconciliation Act of 1980), **QMC** agrees to make available to the Secretary of Health and Human Services (“HHS”) and the Comptroller General of the Government Accounting Office (“GAO”), or their authorized representatives, all contracts, books, documents, and records relating to the nature and extent of the costs hereunder for a period of four (4) years after the furnishing of the Services hereunder. In addition, **QMC** hereby agrees, if the Services are to be provided by subcontract with a related organization, to require by contract that such subcontractor make available to HHS and GAO, or their authorized representatives, all contracts, books, documents and records, related to the nature and extent of the cost thereunder for a period of four (4) years after the furnishing of services thereunder.
- b. **Provider** understands that all documentation provided to **QMC** by **Provider**, whether in electronic and/or paper form, are for the sole and express purpose of permitting **QMC** to provide the Services under this Agreement. It is **Provider’s** responsibility to maintain all of its documents and business records, including copies of any documents or records provided to **QMC** (“**Provider-Provided Records**”). **QMC** does not act as **Provider’s** records custodian. As a convenience to **Provider**, **QMC** will, during the term of this Agreement, produce patient care reports in response to routine attorney requests (in compliance with federal and applicable state privacy laws) for such documentation, if those records are in **QMC’s** possession at the time it receives such attorney request. For subpoenas, as well as any requests beyond those deemed by **QMC** to be routine attorney requests, **QMC** shall forward such requests to **Provider** for disposition. **Provider** further understands and acknowledges that any paper documents provided to **QMC** will be converted to electronic format, and that **QMC** will not maintain paper copies of any such paper documents provided to it by **Provider**. **QMC** reserves the right to destroy any such paper documents upon their conversion to electronic format. **QMC** shall store all documentation in compliance with state and federal law.
- c. During the term of this Agreement, **QMC** shall, upon **Provider’s** written request, provide to **Provider**, in electronic format, copies of any **Provider-Provided Records** furnished to **QMC** by **Provider**, and any Claim Adjudication Documents generated by and received from insurers and payers in response to claims submitted by **QMC** on **Provider’s** behalf. “Claim Adjudication Documents” shall consist of the documents generated secondary to claim submission in the normal course of claim processing by payers and insurers, including Explanation of Benefits (EOB) documents, Remittance Advice (RA) documents, Medicare Summary Notice (MSN) documents, denials and other documents of a similar nature.
- d. Any documents, data, records, or information compiled in the course of **QMC’s** provision of the Services under this Agreement other than those **Provider-Provided Records** and Claim Adjudication documents defined in Paragraphs 18(b) and (c), above, shall be the sole and exclusive property of **QMC** and shall be considered the business and/or proprietary records of **QMC**. **QMC** shall have no obligation to furnish any such business or proprietary records of **QMC** to **Provider**, and

**Provider** shall have a right of access only to the **Provider-Provided Records and Claim Adjudication Document**, as defined in Paragraphs 18(b) and (c).

- e. Should this Agreement be terminated for any reason, all documents and records to which **Provider** has a right of access under Paragraphs 18(b) and (c) of this Agreement shall be maintained in electronic format at a site convenient for a reasonable amount of time for any follow-up **QMC** has agreed to perform pursuant to this Agreement. Electronic copies of the records to which **Provider** has a right of access under Paragraphs 18(b) and (c) will be made available to **Provider** in electronic format acceptable to **QMC** at the **Provider's** written request within thirty (30) days following termination of this Agreement or within thirty (30) days of the payment of all outstanding invoices to **QMC** and following a written request for those records, whichever is greater. In other words, if **Provider** has any outstanding invoices due to **QMC**, **QMC** has no responsibility to respond to **Provider** record requests, **QMC** shall have absolutely no responsibility whatsoever after termination of this Agreement to provide any monthly reports or other such **QMC**-generated reports to **Provider**.
- f. Upon termination of this Agreement, **Provider** is responsible to notify all payers, patients, and other correspondents of its new address, phone number and contact information for billing or payment purposes. Notwithstanding any other provisions of this Agreement to the contrary, **QMC** will not be responsible for mail, deliveries, messages, or other communications sent in **Provider's** name to **QMC** after the effective termination date of this Agreement, and **QMC** shall have no duty to accept, maintain, copy, deliver, or forward such communication to **Provider** following termination of this Agreement.

## 19. CONFIDENTIALITY.

### a. General Provision.

**Provider** and **QMC** agree that all patient medical records shall be considered as and treated as confidential so as to comply with all federal, state and local laws and regulations regarding confidentiality of patient records. **Provider** agrees to sign **QMC's** standard business associate agreement, which is incorporated herein and attached hereto as Attachment C on or before the effective date of this Agreement. In addition, during the course of performance pursuant to this Agreement, either party may have access to certain other confidential and proprietary information owned by the other, which may be disclosed orally, in writing, or by observation to either party or its employees while performing pursuant to this Agreement. All such information developed by or disclosed by the other party shall be held in strict confidence and shall not be used by either party for any purpose other than to perform its obligations under this Agreement, for or by any third party, without prior written approval by the other party.

### b. Software.

**Provider** acknowledges that the billing software used by **QMC** (the "Software") in performing the Services is proprietary and confidential and the sole property of **QMC**. **Provider** agrees: (i) that this Agreement does not and shall not be construed to confer upon **Provider**, any express or implied right, title or interest



in or to any of the Software, (ii) that it will not assert any claim to the Software and will fully cooperate with **QMC** in protecting all of the intellectual property rights of **QMC** and its affiliates in and to the Software, (iii) it shall not, and shall not permit any other person to copy, modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements of the Software, whether in whole or in part; (iv) that it shall strictly abide by **QMC's** policies and procedures, in effect from time to time, setting forth the parties' rights and responsibilities with respect to the Software, (v) that it will not use the Software except in connection with services provided during the term of this Agreement, nor in any manner that may contravene any applicable law or impair the validity or enforceability of **QMC's** intellectual property rights with respect to the Software, (vi) not to disclose to anyone other than its accountants and attorney any information it receives about the Software, copies of computer reports, **QMC's** business practice or other trade secrets, (vii) not to rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software to any third party, (viii) not to reverse engineer, disassemble, decompile, decode, or adapt the Software, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part, and (ix) not to bypass or breach any security device or protection used for or contained in the Software. **Provider** hereby agrees to fully perform all of its obligations in connection therewith as set forth herein.

c. **Terms of the Agreement.**

**QMC** and **Provider** agree that this Agreement and its terms and conditions shall be treated as confidential and shall not be divulged to any third party except as may be required by law or court order.

d. **Public Relations.**

**QMC** and **Provider** shall not issue or release, for publication or otherwise, any information, advertising or publicity, which relates to this Agreement without prior written approval of the other party.

**20. DRAFTER.**

Both parties agree that they were provided a fair and reasonable time to evaluate and ask any questions about **QMC's** services and the terms and conditions of this Agreement. Each party further agrees that they are not acting under undue influence or based on unwritten promises in executing this Agreement and that execution of this Agreement is done freely, knowingly and voluntarily. This Agreement shall not be construed against any party by reason of the drafting or preparation thereof.

**21. AMENDMENT; WAIVER.**

The waiver of any breach of any provision of this Agreement does not operate and may not be construed as a waiver of any later breach. The provisions of this Agreement may be amended only with the prior written consent of **QMC** and **Provider**.

**22. COUNTERPARTS.**

This Agreement may be executed in counterparts and each counterpart will be considered an original. Together, the counterparts are one and the same Agreement.

**23. INTERPRETATION.**

Headings and captions are only for the convenience of the parties. They do not have substantive meaning. All pronouns used in this Agreement shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of any party may require.

**24. NO THIRD-PARTY BENEFICIARIES.**

Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than **QMC, Provider** and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

**25. SURVIVAL.**

Any provisions of this Agreement that impose an obligation after termination of this Agreement, including without limitation the provisions of Sections 3(c), 10, 11, 14, 27, and Attachment C shall survive the termination of this Agreement and shall continue to be binding on the parties.

**26. ENTIRE AGREEMENT.**

This Agreement and all of the Attachments to this Agreement set forth the entire understanding of the parties with respect to the subject matter and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter. Neither party has received or relied upon any written or oral representations to induce it to enter into this Agreement. Each party has relied only on any written representations contained herein.

**27. E-VERIFY.**

**QMC** 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.

**30. TITLE VI.**

Pursuant to the Title VI Non-Discrimination Program of **Provider**, **QMC** agrees to comply with the provisions set forth in Appendix A to **Provider's** Title VI Non-discrimination Program, if applicable. A copy of said provisions are attached hereto as Attachment D. Any reference to "contractor" in Attachment D shall mean "**QMC**" for purposes of this Agreement.





In witness whereof, the parties hereto have on the dates(s) indicated below caused the Agreement to be executed in duplicate.

**CITY OF NORFOLK**

**QUICK MED CLAIMS, LLC**

BY:

BY:

\_\_\_\_\_

\_\_\_\_\_

Josh Moenning

S. Mark Talley

Mayor

Chief Executive Officer

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTACHMENT A**

**SCHEDULE OF FEES**

## SERVICE FEES

### *NEW CLIENT ONBOARDING FEE (Conditionally Waived Subject to Section 3.c)*

- **\$10,000.00**

### *BILLING AND REIMBURSEMENT SERVICE FEE:*

**QMC** will be the exclusive provider of transportation billing and reimbursement services for the **Provider** as described above at a rate of:

- **5.15% of Collected Revenue**

### *ASSUMPTIONS AND DEFINITIONS*

*Collected Revenue* will include all revenue that is collected and posted in the **QMC** billing system and reported to **Provider** on a monthly basis.

Estimated 2,800 claims per year based on the historical data provided.

### *INCLUDED TECHNOLOGY AND SERVICES*

The following technology and services are included in our all-inclusive price proposal:

- Access to Industry Experts
- Automated Electronic Data Import from ePCR Software
- Billing and Reporting Software
- Billing Implementation and Start up
- Client Team Meetings & Analytical Services
- Compassionate Billing & Patient Services
- Compliance Services & Regulatory Updates
- Comprehensive Billing Services
- Data Export to Collection Agency, if desired
- eServices for Credit Card Processing
- HIPAA Compliant Interpretation Services
- Initial Documentation & Q-Bi Analytics Training
- Invoice and Correspondence Printing and Postage
- Mailroom Services
- Networking Opportunities with Peer Agencies
- Ongoing Annual Documentation Training
- Q-Bi Business Intelligence Tool
- Supplemental Education Opportunities – Webinars, podcasts, presentations, etc.
- 24/7/365 Client Access Portal



## ATTACHMENT B

### REPORTS

**Operational and Financial Reporting.** QMC shall provide operational reports to the identified contact person(s) at **Provider** at the intervals specified below:

*Monthly Reports:*

1. **Closing Balance Summary Report.** This report provides a summarized roll forward of the open A/R balance, reflecting charges, credits, charge adjustments, credit adjustments and other adjustments.
2. **Charge Summary Report.** This report provides the details of charges within the reporting period.
3. **Charge Adjustment Summary Report.** This report provides information pertaining to charges added to the system within the reporting period that relate to a previously closed period.
4. **Credit Summary Report.** This report provides a summary of all credits, including contractual adjustments, payments, refunds and write-offs, which occurred within the reporting period.
5. **Credit Adjustment Summary Report.** This report provides information pertaining to credits added to the system within the reporting period that relate to a previously closed period.
6. **Payor Summary Report.** This report provides a summary of charges and credits associated with each payor.
7. **Payor Adjustments Summary Report.** This report provides a summary of all charges and credit adjustments associated with each payor.
8. **Payor Aging Report.** This report includes a summary and detail listing of the open patient accounts receivable by trip date and initial bill date delineated by payor and as to the following periods: 0-30 days, 31-60 days, 61-90 days, 91-120 days, 121-180 days and over 180 days.

## ATTACHMENT C

### BUSINESS ASSOCIATE AGREEMENT

**THIS BUSINESS ASSOCIATE AGREEMENT (“BAA”)** is made effective as of March 1, 2024 (the “**Effective Date**”), by and between **CITY OF NORFOLK, NEBRASKA** (“Covered Entity”) and **QUICK MED CLAIMS, LLC** (“Business Associate”).

#### RECITALS

**WHEREAS**, Covered Entity and Business Associate have entered into an arrangement (the “**Services Arrangement**”) pursuant to which Business Associate provides billing and accounts receivable management services to Covered Entity that involve access to Protected Health Information (defined below);

**WHEREAS**, Covered Entity and Business Associate are entering into this BAA in order to comply with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 and Subtitle D of the Health Information Technology for Economic and Clinical Health (“**HITECH**”) Act, and the regulations and guidance promulgated pursuant to the foregoing laws (collectively, “**HIPAA**”); and

**WHEREAS**, to the extent the parties have previously entered into a business associate contract, this BAA supersedes and replaces such contract as of the date stated above.

**NOW, THEREFORE**, in consideration of the mutual promises set forth in this BAA and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Covered Entity and Business Associate hereby agree to the following terms.

#### 1. Definitions

**1.1. Breach** shall have the same meaning as the term “breach” in 45 CFR §164.402.

**1.2. Designated Record Set** shall have the same meaning as the term “designated record set” in 45 CFR §164.501.

**1.3. Electronic Protected Health Information** shall have the same meaning as the term “electronic protected health information” in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

**1.4. Individual** shall have the same meaning as the term “individual” in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

**1.5. Privacy Rule** shall mean 45 CFR Part 160 and Part 164, Subparts A and E.

**1.6. Protected Health Information** shall have the same meaning as the term “protected health information” in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

**1.7. Required By Law** shall have the same meaning as the term “required by law” in 45 CFR § 164.103.

**1.8. Secretary** shall mean the Secretary of the Department of Health and Human Services or his or her designee.

**1.9. Security Incident** shall have the same meaning as the term “security incident” in 45 CFR § 164.304.

**1.10. Security Rule** shall mean 45 CFR Part 160 and Part 164, Subparts A and C.

**1.11. Subcontractor** shall have the same meaning as the term “subcontractor” in 45 CFR § 160.103.

**1.12. Unsecured Protected Health Information** shall have the same meaning as the term “unsecured protected health information” in 45 CFR § 164.402.

Unless otherwise provided in this BAA, all terms have the same meaning as set forth in HIPAA, as amended. All citations to the Code of Federal Regulations set forth in this BAA shall include all subsequent, updated, amended and/or revised provisions thereto.

## **2. Obligations and Activities of Business Associate**

**2.1.** Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by this BAA or as Required By Law.

**2.2.** Business Associate agrees to use appropriate safeguards and comply, where applicable, with the Security Rule with respect to Electronic Protected Health Information, to prevent use or disclosure of the information other than as provided for by this BAA.

**2.3.** Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this BAA of which it becomes aware, including any Breaches of Unsecured Protected Health Information as required by 45 CFR §164.410.

**2.4.** In accordance with 45 CFR §164.502(e)(1)(ii), Business Associate agrees to ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate agree to restrictions and conditions substantially similar to those that apply through this BAA to Business Associate with respect to such information.

**2.5.** If Business Associate maintains Protected Health Information in a Designated Record Set, Business Associate agrees to make available such Protected Health Information as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.524 and make available such Protected Health Information for amendment and incorporate any amendments to such Protected Health Information as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.526.

**2.6.** Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity, available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

**2.7.** Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures of Protected Health Information as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.528 and the HITECH Act.

**2.8.** With respect to Electronic Protected Health Information, Business Associate agrees to (a) comply with the applicable requirements of the Security Rule, (b) in accordance with 45 CFR §164.308(b)(2), ensure that any Subcontractors that create, receive, maintain or transmit Electronic Protected Health Information on behalf of Business Associate agree to comply with the applicable requirements of the Security Rule by entering into a contract or other arrangement that complies with 45 CFR §164.314, and (c) report to Covered Entity any Security Incident of which it becomes aware, including Breaches of Unsecured Protected Health Information as required by 45 CFR §164.410. This section



constitutes ongoing notice by Business Associate to Covered Entity of the existence and occurrence of attempted but Unsuccessful Security Incidents for which no additional notice to Covered Entity is required. The term “Unsuccessful Security Incidents” includes, without limitation: pings and other broadcast attacks on Business Associate's firewalls, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the foregoing, so long as no such incident results in unauthorized access to, use or disclosure of Electronic Protected Health Information.

**2.9.** To the extent Business Associate is to carry out any obligation of Covered Entity under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to the Covered Entity with respect to such obligation.

### **3. Permitted Uses and Disclosures by Business Associate**

**3.1.** Business Associate may use or disclose Protected Health Information to perform functions, activities or services for or on behalf of Covered Entity pursuant to the Services Arrangement, provided that any such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

**3.2.** Business Associate may use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

**3.3.** Business Associate may disclose Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

**3.4.** Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity, as permitted by 42 CFR § 164.504(e)(2)(i)(B), and Business Associate may de-identify Protected Health Information provided that such de-identification conforms to the requirements of the Privacy Rule.

**3.5.** Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

### **4. Obligations of Covered Entity**

**4.1.** Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except that Business Associate may use or disclose Protected Health Information as specified in Section 3 above.

**4.2.** Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

**4.3.** Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by any Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

**4.4.** Covered Entity shall notify Business Associate of any restriction on the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

## **5. Term and Termination**

**5.1. Term.** The term of this BAA shall begin as of the Effective Date and shall terminate upon (i) the later of the termination or expiration of the Services Arrangement or the cessation of all services pursuant to the Services Arrangement or (ii) the termination of this BAA pursuant to Section 5.2 below.

**5.2. Termination for Cause.** This BAA may be terminated by either party upon the material breach of this BAA by the other party in the event that the defaulting party fails to cure such material breach within thirty (30) days following written notice from the non-defaulting party describing such material breach.

**5.3. Effect of Termination.** Upon termination of this BAA for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Notwithstanding the foregoing sentence, in the event Business Associate determines that returning or destroying certain Protected Health Information is infeasible, Business Associate shall retain such Protected Health Information, extending the protections of this BAA to such Protected Health Information and limiting further uses and disclosures of such Protected Health Information to those purposes for which such PHI was retained. For purposes of this Section 5.3, "infeasible" includes but is not limited to circumstances in which further use or disclosure of Protected Health Information is or may be Required By Law or otherwise necessary for Business Associate's proper management and administration or carrying out its legal responsibilities.

## **6. Miscellaneous**

**6.1. Regulatory References.** A reference in this BAA to a section in the Privacy or Security Rule or other section of the HIPAA regulations means the section as in effect or as amended.

**6.2. Survival.** Any provision of this BAA which imposes an obligation after termination of this BAA, including but not limited to Section 5.3, shall survive the termination of this BAA and continue to be binding on the parties.

**6.3. Interpretation; Entire Agreement; Amendment.** Any ambiguity in this BAA shall be resolved to permit Covered Entity and Business Associate to comply with HIPAA. With respect to the subject matter of this BAA, this BAA supersedes all previous contracts by and between the parties and, together with the Services Arrangement, constitutes the entire agreement between the parties. In the event that a provision of this BAA conflicts with a provision of the Services Arrangement, the provision of this BAA shall control; provided, however, that to the extent any provision within the Services Arrangement imposes more stringent requirements than those required in the BAA, the parties agree to adhere to the terms of the Services Arrangement. Otherwise, this BAA shall be construed under, and in accordance with, the terms of the Services Arrangement. This BAA may be amended only by written agreement between the parties.

**6.4. Assignment.** No assignment of the rights or obligations of either party under this BAA shall be made without the express written consent of the other party, which consent shall not be unreasonably withheld. This BAA shall be binding upon and shall inure to the benefit of the parties, their respective successors and permitted assignees.

**6.5. Notices.** Any notice required or permitted under this BAA shall be given in writing and delivered by electronic mail or facsimile with confirmation of receipt, by hand, by nationally recognized overnight delivery service or by registered or certified mail, postage pre-paid and return receipt requested, to the following:

Business Associate: Quick Med Claims, LLC  
Attention: S. Mark Talley, CEO  
1400 Lebanon Church Road  
Pittsburgh, PA 15236  
mtalley@quickmedclaims.com

Covered Entity: City of Norfolk  
Attention: Briann Duerst, City Clerk  
309 5th Street  
Norfolk, NE 68701  
bduerst@norfolkne.gov

Notice of a change in address of one of the parties shall be given in writing to the other party as provided above. All notices shall be effective upon receipt.

**6.6. Governing Law.** To the extent not preempted by Federal law, this BAA shall be governed and construed in accordance with the laws of the State of Nebraska, without regard to conflicts of law provisions that would require application of the law of another state.

**6.7. Counterparts; Signature.** This BAA may be executed in multiple counterparts, which together shall constitute an original. Also, this BAA may be executed by facsimile or electronic signature.

**6.8. No Third Party Beneficiaries.** Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors and assigns of the parties any rights, remedies, obligations, or liabilities whatsoever.

**6.9. Other Requirements.** Business Associate and Covered Entity agree that, to the extent not incorporated or referenced in this BAA, other requirements under the HITECH Act (as well as any other requirements under HIPAA) that apply to business associates, and that are required to be incorporated by reference in a business associate agreement, are incorporated into this BAA as if set forth in this BAA in their entirety and are effective as of the applicable date for each such requirement on which the Secretary will require business associates to comply with such requirement. Business Associate shall comply with the obligations of a business associate as prescribed by HIPAA and the HITECH Act commencing on the applicable date of each such requirement.

[Signature Page Follows]



**IN WITNESS WHEREOF**, the parties have executed this BAA by and through their duly authorized representatives.

**COVERED ENTITY:**

**City of Norfolk**

BY: \_\_\_\_\_

Josh Moenning

Mayor

DATE: \_\_\_\_\_

**BUSINESS ASSOCIATE:**

**Quick Med Claims, LLC**

BY: \_\_\_\_\_

S. Mark Talley

Chief Executive Officer

DATE: \_\_\_\_\_

## ATTACHMENT D

### 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.

Attachment E

**CITY OF NORFOLK, NEBRASKA  
INSURANCE CHECKLIST**

Items marked "X" are required to be provided if award is made to your firm.

**Coverages Required**

**Limits** (Figures Denote Minimums)

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



ORDINANCE NO. 5868

AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA TO AMEND CHAPTER 14, ARTICLE X, DIVISION 2 OF THE OFFICIAL CITY CODE TO REPEAL CERTAIN SECTIONS RELATED TO THE CARRYING OF CONCEALED WEAPONS, EXPLOSIVES, AND DANGEROUS WEAPONS IN ACCORDANCE WITH LEGISLATIVE BILL 77 (2023); TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. That Chapter 14, Article X, Division 2 of the Official City Code be and the same is hereby amended to repeal certain sections as follows:

**CHAPTER 14 MISCELLANEOUS PROVISIONS AND OFFENSES**

**ARTICLE X. OFFENSES AGAINST THE PUBLIC HEALTH AND SAFETY**

**DIVISION 2. WEAPONS**

**~~Sec. 14-236. Definitions.~~**

~~As used in this article unless the context otherwise requires:~~

~~*Fugitive from justice* shall mean any person who has fled or is fleeing from any peace officer to avoid prosecution or incarceration for a felony.~~

~~*Knife* shall mean any dagger, dirk, knife, or stiletto with a blade over three and one half (3 1/2) inches in length, or any other dangerous instrument capable of inflicting cuts, stabbing, or tearing wounds.~~

~~*Knuckles and brass or iron knuckles* shall mean any instrument that consists of finger rings or guards made of a hard substance and that is designed, made, or adapted for the purpose of inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles.~~

~~*Machine gun* shall mean any firearm, whatever its size and usual designation, that shoots automatically more than one shot, without manual reloading, by a single function of the trigger.~~

~~Short rifle shall mean a rifle having a barrel less than sixteen (16) inches long or an overall length of less than twenty six (26) inches.~~

~~Short shotgun shall mean a shotgun having a barrel or barrels less than eighteen (18) inches long or an overall length of less than twenty six (26) inches.~~

~~State law reference—Similar provisions, R.R.S. 1943, 28-1201.~~

#### **~~Sec. 14-237. Carrying concealed weapons.~~**

~~(a) Except as provided in subsection (b) of this section, any person who carries a weapon concealed on or about his or her person such as a revolver, pistol, firearm, bowie knife, dirk or knife with a blade attachment, brass or iron knuckles, blowguns, blowpipes, blowtubes, or any other deadly weapon, commits the offense of carrying concealed weapons.~~

~~(b) It shall be an affirmative defense that the defendant was engaged in any lawful business, calling or employment at the time he or she was carrying any weapon, and the circumstances in which such person was placed at the time were such as to justify a prudent person in carrying the weapon, for the defense of his or her person, property or family.~~

~~(c) Wherever the term "firearm" is used in this section, the term shall mean any instrument used for the propulsion of shot, shell or bullets or other harmful objects by the action of gunpowder exploded within it, or by the action of compressed air within it, or by the power of springs and including what are commonly known as air rifles and B-B guns and shall also include sling shots, wrist rockets, blowguns, blowpipes, blowtubes and bows and arrows, the latter having a pull in excess of twenty (20) pounds.~~

~~(d) This section does not apply to a person who is the holder of a valid permit issued under the Concealed Handgun Permit Act if the concealed weapon the person is carrying is a handgun as defined in section 69-2429 of the Nebraska Revised Statutes and said handgun is being carried in compliance with the provisions of the Concealed Handgun Permit Act.~~

~~Source: Code 1962, § 6-8-2; Ord. No. 4749, § 1, 7-19-04; Ord. No. 5063, § 1, 04-06-09~~

~~State law reference—Similar provisions, R.R.S. 1943, 28-1202.~~

#### **~~Sec. 14-238. Carrying explosives, dangerous weapons, etc.~~**

~~(a) It is unlawful for any person to carry on or about his or her person within any public park, public property or any public building owned or controlled by the city any firearm or explosive device or any other dangerous weapon; provided, however, this shall not apply to any duly authorized law enforcement officer or any person engaged in a lawful business or employment justifying the carrying of such firearm, explosive device or dangerous weapon, and, shall not apply to the use of firearms by persons using the same upon shooting ranges constructed for such purpose.~~

~~(b) Nothing contained herein shall prohibit the public exhibition or display of firearms or explosive devices in a public building with the permission of the council.~~

~~(c) Wherever the term “firearms” is used in this section, the term shall mean any instrument used for the propulsion of shot, shell or bullets or other harmful objects by the action of gunpowder exploded within it, or by the action of compressed air within it, or by the power of springs and including what are commonly known as air rifles and B-B guns and shall also include sling shots, wrist rockets, blowguns, blowpipes, blowtubes and bows and arrows, the latter having a pull in excess of twenty (20) pounds.~~

~~Source: Code 1962, §§ 6-8-1, 6-8-5; Ord. No. 5063, § 2, 04-06-09~~

**~~Sec. 14-239. Unlawful possession of a revolver.~~**

~~(a) Any person under the age of eighteen (18) years who possesses a pistol, revolver, or any other form of short barreled hand firearm commits the offense of unlawful possession of a revolver.~~

~~(b) The provisions of this section shall not apply to the issuance of such firearms to members of the armed forces of the United States, active or reserve, National Guard of this state, or Reserve Officers Training Corps, when on duty or training, or to the temporary loan of pistols, revolvers, or any other form of short barreled firearms for instruction under the immediate supervision of a parent or guardian or adult instructor.~~

~~State law reference--Similar provisions, R.R.S. 1943, 28-1204.~~

**~~Sec. 14-240. Failure to register tranquilizer guns.~~**

~~Any person who fails or neglects to register any gun or other device designed, adapted or used for projecting darts or other missiles containing tranquilizers or other chemicals or compounds which will produce unconsciousness or temporary disability in live animals, with the county sheriff of the county in which the owner of the gun or device resides, commits the offense of failure to register tranquilizer guns.~~

~~State law reference--Similar provisions, R.R.S. 1943, 28-1209.~~

**~~Sec. 14-241. Failure to notify sheriff of sale of tranquilizer guns.~~**

~~(a) Any person, partnership or corporation selling any gun or other device as described in section 14-240 who fails to immediately notify the sheriff of the county of the sale and giving the name and address of the purchaser thereof and the make and number of the gun or device, commits the offense of failure to notify the sheriff of the sale of tranquilizer guns.~~

~~(b) The sheriff shall keep a record of such sale with the information furnished him.~~

~~(c) Failure to notify the sheriff of the sale of tranquilizer guns is an offense.~~

~~State law reference--Similar provisions, R.R.S. 1943, 28-1216.~~



**Sec. 14-242. Discharge of firearms.**

- (a) It shall be unlawful for any person to discharge firearms.
- (b) The provisions of subsection (a) shall not apply to:
  - (1) Police officers or members of the armed forces who are engaged in the discharge of their duties as such.
  - (2) Persons exercising their right of self defense, defense of others, or defense of property.
  - (3) Shooting galleries, gun clubs and others which hold a conditional use permit issued by the planning commission (or the city council in the event of appeal) for shooting in fixed localities and under specified rules. Such conditional uses shall conform to such requirements as the planning commission or city council shall demand, and the conditional use permit thus issued shall be subject to revocation at any time by action of the planning commission or city council.
  - (4) Any person or entity that has obtained temporary permission from the city council to discharge firearms.

(c) As used in this section the term “firearms” shall mean any instrument used in the propulsion of shot, shell or bullets or other harmful objects by the action of gunpowder exploded within it, or by the action of compressed air within it, or by the power of springs and including what are commonly known as air rifles and B-B guns, and shall also include sling shots, wrist rockets, blowguns, blowpipes, blowtubes and bows and arrows, the latter having a pull in excess of twenty (20) pounds.

Source: Code 1962, §§ 6-8-1, 6-8-4; Ord. No. 5063, § 3, 04-06-09; Ord. No. 5635, § 1, 10-07-19;

Section 2. That the effective date of this Ordinance shall be from and after its passage, approval and publication in pamphlet form as required by law.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

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

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

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