

Agenda Packet

NORFOLK CITY COUNCIL MEETING

Tuesday, February 20, 2024
5:30 p.m.

Created 2/15/2024 2:22 PM

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

NOTICE IS HEREBY GIVEN that a meeting of the City Council of the City of Norfolk, Nebraska, will be held at 5:30 p.m. on Tuesday, February 20, 2024, in the Council Chambers, 309 N. 5th St., Norfolk, Nebraska, which meeting will be open to the public.

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

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

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



Brianna Duerst
City Clerk

Publish (February 14, 2024)
1 P.O.P.



AGENDA
NORFOLK CITY COUNCIL MEETING
February 20, 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 February 5, 2024 City Council meeting. **Motion**
8. Keno comparison report for January 2024. **Motion**
9. Consideration of acceptance of the January 22, 2024 board report of the Northeast Nebraska Regional Land Bank. **Motion**
10. Consideration of approval of an agreement with the American Cancer Society, Inc., a New York Nonprofit Corporation, d/b/a Norfolk Area Relay for Life, allowing the use of Ta-Ha-Zouka Park to hold a Norfolk Area Relay for Life event including but not limited to live music performances, ceremonies, luminarias, walking, and a silent auction on Friday, May 31, 2024. **Motion**

11. Consideration of approval of an agreement with Northeast Nebraska All-Star Football Classic, a Nebraska Nonprofit Corporation, to use the football field in Veterans Memorial Park for an all-star classic football game for area graduating seniors on Saturday, June 8, 2024. **Motion**
12. Consideration of approval of a Special Designated Liquor License for Sacred Heart Church of Norfolk to serve beer, wine and distilled spirits at Norfolk Catholic Activities Center, 2301 West Madison Avenue, on April 13, 2024, from 5 p.m. to 12 a.m. for a Hall of Fame banquet. **Motion**
13. Consideration of approval of a Special Designated Liquor License for Jim's Fine Wine and More, to serve wine and distilled spirits at Magnolias, 432 W Norfolk Ave, on March 9, 2024, from 12:00 p.m. to 5:00 p.m. for a wine and cordial tasting event. **Motion**
14. Consideration of Resolution No. 2024-7 approving the final plat and subdivision agreement for Abler Light Industrial Site Replat. **Resolution 2024-7**
15. Consideration of approval to advertise for request for proposals for a highway and street right of way mowing contract for the Street Division. **Motion**
16. Consideration of approval to advertise for a request for proposals for a street striping/painting contract for the Street Division. **Motion**
17. Consideration of approval of the Mayor's reappointment of Erin Kucera to the Tree Advisory Board for a three (3) year term expiring September 2026. **Motion**
18. Consideration of approval of Resolution 2024-8 supplementing the original legal descriptions contained within Resolution 2024-5 with ones set forth by the Madison County Clerk. **Resolution 2024-8**
19. Consideration of approval of the Mayor's reappointment of Jill Sock, Dirk Waite and Brandon Franklin to the Norfolk Planning Commission for a three-year term, ending February 2027. **Motion**
20. Consideration of approval of the Mayor's reappointment of Ignacio Machuca and Dan Hofmann (alternate) to the Building & Property Maintenance Code Appeals Board for a five-year term, ending February 2029. **Motion**
21. Consideration of approval of the Mayor's reappointment of John Grimes to the Fire Code Appeals Board for a five-year term, ending February 2029. **Motion**
22. Consideration of approval of the Mayor's appointment of Roy Swoboda to the Plumbing Board for a three-year term, ending August 2026. **Motion**
23. Consideration of approval of all bills on file. **Motion**

SPECIAL PRESENTATIONS

24. PROS Consulting Priorities and Strategies Presentation.

REGULAR AGENDA

- 25. Consideration of approval of Resolution 2024-9 to support Madison County in their RAISE planning grant application. **Resolution 2024-9**
- 26. Consideration of approval of Change Order No.2 with A & R Construction for the West Michigan Avenue and 8th Street Reconstruction project resulting in a net increase of \$103,628.84. **Motion**
- 27. Consideration of approval to purchase a fishing dock from AccuDock in the amount of \$184,166.00. **Motion**

STAFF MEMORANDUM
NORFOLK CITY COUNCIL MEETING
February 20, 2024

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CONSENT AGENDA

7. Consideration of approval of the minutes of the February 5, 2024 City Council meeting. **Motion**

See Enclosure 7.
8. Keno comparison report for January 2024. **Motion**

Keno commissions for January 2024 are \$51,141.14, which is down \$2,797.57 or 5.19% from last January. Year-to-date commissions are up \$466.33, or .23%.

See Enclosure 8.
9. Consideration of acceptance of the January 22, 2024 board report of the Northeast Nebraska Regional Land Bank. **Motion**

See Enclosure 9.

10. Consideration of approval of an agreement with the American Cancer Society, Inc., a New York Nonprofit Corporation, d/b/a Norfolk Area Relay for Life, allowing the use of Ta-Ha-Zouka Park to hold a Norfolk Area Relay for Life event including but not limited to live music performances, ceremonies, luminarias, walking, and a silent auction on Friday, May 31, 2024. **Motion**

See Enclosure 10.

11. Consideration of approval of an agreement with Northeast Nebraska All-Star Football Classic, a Nebraska Nonprofit Corporation, to use the football field in Veterans Memorial Park for an all-star classic football game for area graduating seniors on Saturday, June 8, 2024. **Motion**

See Enclosure 11.

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

SPECIAL PRESENTATIONS

24. PROS Consulting Priorities and Strategies Presentation.

See Enclosure 24.

REGULAR AGENDA

25. Consideration of approval of Resolution 2024-9 to support Madison County in their RAISE planning grant application. **Resolution 2024-9**

Madison County is applying for a RAISE (Rebuilding American Infrastructure with Sustainability and Equity) planning grant to request funding for the planning, preliminary design, and initial environmental review for the Northwest Industrial Loop project. The proposed project is for the extension of Industrial Highway from Highway 81 west approximately 6 miles, then south to Highway 275 while also looking at alternatives to improve the roadway from this point north toward Pierce. This project would allow for heavy truck traffic to circumvent Norfolk, promote economic growth, and increase safety along the highway corridors in town. Staff recommends approval of Resolution 2024-9.

See Enclosure 25.

26. Consideration of approval of Change Order No.2 with A & R Construction for the West Michigan Avenue and 8th Street Reconstruction project resulting in a net increase of \$103,628.84. **Motion**

On January 17, 2023 Mayor and City Council approved a \$2,928,366.53 contract with A & R Construction for the West Michigan Avenue and 8th Street Reconstruction project. On August 7, 2023 Mayor and City Council approved Change Order No. 1 providing for the addition of 8" pavement with integrated 6" curb for approaches adjacent to Highway 81 at Michigan Avenue and Highway 275 at 9th Street and geotextile fabric for grade stability resulting in a new contract amount of \$2,983,204.61. Change Order No. 2 provides for full reconstruction of the intersection of 7th and Michigan, increases in water and sewer service connections, and balancing most bid items to as built quantities resulting in a new contract amount of \$3,086,833.45. On February 12, 2024 the Public Services and Infrastructure Subcommittee discussed Change Order No. 2 and recommended forwarding to full council for approval.

See Enclosure 26.

27. Consideration of approval to purchase a fishing dock from AccuDock in the amount of \$184,166.00. **Motion**

On November 20, 2023 we published a request for proposals for a fishing dock at Skyview Lake as part of the \$250,000 Mahlon B. Kohler donation. Working with Game Fish and Parks, engineering, city staff and lake users, we have determined AccuDock to be a better-quality product with the highest perceived value, and a more suitable style for our location. We requested a few modifications to their option and approved the attached layout and design. The AccuDock estimate is \$184,166 with our requested modifications. This leaves us with \$68,326 for the installation, site modifications, a bench and a picnic table to recognize the gift from Mahlon B. Kohler. We are in the process of accepting quotes for the dock installation. The remaining funds will be used to provide ADA access from the parking lot area.

See Enclosure 27.

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 5th day of February, 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, Library Director Jessica Chamberlain, Assistant Fire Chief Trevor O'Brien, Region 11 Emergency Manager Bobbi Risor, 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 Murren moved, seconded by Councilmember McCarthy to approve the consent agenda with Item #8, review of *January sales tax report (November sales)*; Item #11, *consideration of approval to advertise for bids for the 2 Million Gallon (MG) Treated Water Storage Tank project*; and Item #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* 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.

Mayor Moenning referred to an email, received by City staff February 5, 2024, wherein Jeff Ray, on behalf of Pete Becker, requested that the proposed 25th Street and Benjamin Avenue Blight

and Substandard Study (Item #27) be removed from the City Council agenda.

Councilmember Arens moved, seconded by Councilmember Webb to adopt the full agenda as amended, with Item #8, 11 and 13 removed from the Consent Agenda and added to the Regular Agenda; and Item #27 removed from the 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 16, 2024, City Council meeting

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

Advertise for bids for the Outdoor Warning Siren Project

Advertise for a Request for Proposals to repaint and refurbish the waterslides at AquaVenture.

Accept the Parks and Recreation Board report January 18, 2024

Mayor's reappointment of Jan Einspahr to the Public Arts Council for a 3-year term, ending February 2027

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

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

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

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

Norfolk Youth Baseball, Inc., a Nebraska Nonprofit Corporation, agreement 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

Approval of Library's Annual Report

Bills in the amount of \$2,604,187.95

Special Presentation

Mayor Moenning recognized Heather, Lincoln, and Brooklyn Wingate with the “People Power” award for distinguished citizenship and good neighborliness for orchestrating a fundraiser to pay off negative student lunch accounts raising over \$2,000.

Regular Agenda Items

January sales tax report (November sales)

Finance Officer Randy Gates reviewed the January sales tax report for November sales. City sales tax receipts were up \$449,930.85 or 45.38% from last January. Gates said he is unsure of the reason for the significant increase as the Department of Revenue does not provide further information. Gates said he does not expect to see another increase like this in the future, this was likely a one-time increase.

Economic Development Director Candice Alder said the Visitor’s Bureau had informed her that lodging tax for November also increased 30%. Alder said a potential reason for the increase could be the significant amount of construction occurring in the city.

Jim McKenzie, 1412 Longhorn Drive, said the increase seen last month could pay almost the entire annual cost of amortizing the police station expansion without a tax increase.

Advertise for bids (2MG Treated Water Storage Tank project)

Councilmember Granquist moved, seconded by Councilmember McCarthy, approval to advertise for bids for the 2 Million Gallon (MG) Treated Water Storage Tank project.

Water and Sewer Director Chad Roberts provided information to elected officials. 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. 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. Roberts stressed this tank is critical for operation and growth of the plant.

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

Advertise Call for Artists

(design & creation of art installation in 1st St & Braasch Ave roundabout)

Councilmember Arens moved, seconded by Councilmember Hildebrand, for 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.

Parks and Recreation Director Nathan Powell provided information to elected officials. The art installation would not exceed \$35,000. The Arts Council has an annual budget of \$25,000 and has \$59,000 of remaining CARES Act funding to fund the project.

Jim McKenzie, 1412 Longhorn Drive, questioned how there are remaining CARES Act dollars available when previous purchases for art have been made.

Powell explained that \$25,000 is budgeted annually for artwork in the community, which is all the Arts Council has been using. To date, there has not been a project that necessitated the use of the \$59,000 of CARES Act funding available.

Kara Weander-Gaster, 408 N 11th Street, encouraged elected officials to support the proposal for artists.

Ty Woznek, 1008 W Nebraska Ave, spoke in favor and spoke of the importance of pride in the community and focusing not only on infrastructure needs in the community, but also the things that make Norfolk a great place to live.

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

Land Bank Funding Request

Councilmember Hildebrand moved, seconded by Councilmember Snorton to approve request of funding for the Northeast Nebraska Regional Land Bank.

Councilmember Arens declared a conflict of interest and abstained from discussion and voting.

Housing Director Gary Bretschneider provided information to elected officials. 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.

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

Sourcewell Contract #081021-CXT
(Johnson Park restroom and concession stand)

Councilmember Granquist moved, seconded by Councilmember McCarthy, for approval of Sourcewell Contract #081021-CXT for the construction of a restroom and concession stand at Johnson Park in the amount of \$265,773.

Parks and Recreation Director Nathan Powell provided information to elected officials. 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. The structure will be located adjacent to the sports court, close to where the old restroom was.

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

Bienenstock Natural Playgrounds
(Johnson Park nature playground)

Councilmember Snorton moved, seconded by Councilmember Murren, for approval to enter into agreement with Bienenstock Nature Playgrounds for the design and build of a nature playground in Johnson Park.

Parks and Recreation Director Nathan Powell provided information to elected officials. The cost of the nature playground is \$325,000, all funded through the ARPA grant from the Department of Natural Resources.

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

Quick Med Claims, LLC
(EMS billing services)

Councilmember Snorton moved, seconded by Councilmember Murren, for 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.

City Clerk Brianna Duerst provided information to elected officials. The City Clerk's office currently handles all EMS billing. Consistent increases in the number of ambulance service calls over the last several years have made this task difficult to sustain with 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. Cities contacted included Grand Island, Hastings, South Sioux City, Columbus, Fremont, Scottsbluff, and Beatrice. Each of these cities, apart from Beatrice, who has a dedicated ambulance billing clerk,

contracts this service out. The FY2023-2024 budget includes \$85,000 for EMS billing, which is roughly 10% of calendar year 2023 collected revenue. The actual rate of 5.15% of collected revenue is under budget, allowing that line item to be reduced next year.

Ordinance No. 5868

(delete portions of Chapter 14, Division 2, due to passage of LB77)

Councilmember Granquist introduced, seconded by Councilmember Arens, Ordinance No. 5868 entitled: 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 ACCORDNANCE WITH LEGISLATIVE BILL 77 (2023), and moved that the ordinance be passed on first reading.

Police Chief Don Miller provided information to elected officials. Governor Pillen signed LB77 which went into effect on September 1, 2023. 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.

Ordinance No. 5868 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. 5868 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. 5868 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. 5868 as required by law.

There being no further business, the Mayor declared the meeting adjourned at 6:24 p.m.

Josh Moenning
Mayor

ATTEST:

Brianna Duerst
City Clerk

(S E A L)

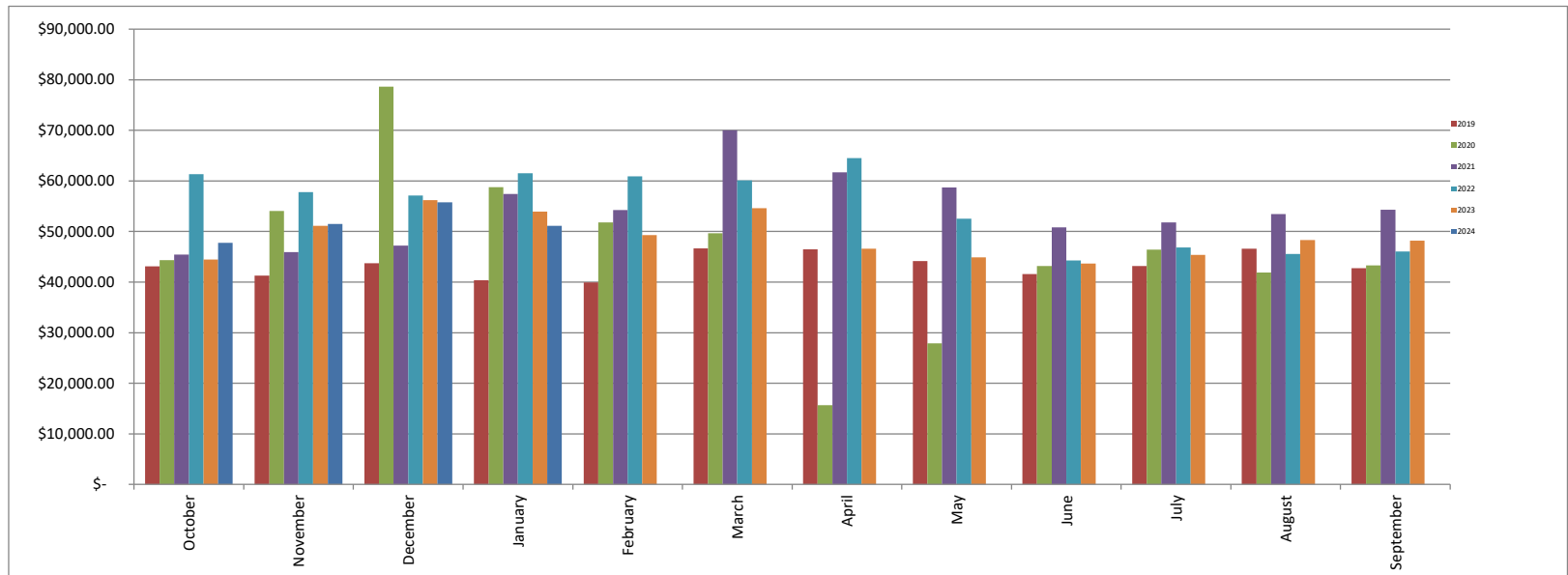
I, the undersigned Clerk, hereby certify that the foregoing is the full, true and correct original document of proceedings of Monday, February 5, 2024, had and done by the Mayor and City Council; that all of the subjects included in the proceedings were contained in the agenda for the meeting, kept continually 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)

**Keno Yearly Comparison
Net Proceeds**

	2019	2020	2021	2022	2023	2024	2024 BUDGET	Change 2023 to 2024	BUDGET VARIANCE
October	\$ 43,114.38	\$ 44,340.77	\$ 45,457.02	\$ 61,349.66	\$ 44,429.79	\$ 47,781.12	\$ 44,429.79	\$ 3,351.33	7.54%
November	\$ 41,279.37	\$ 54,030.23	\$ 45,923.18	\$ 57,767.61	\$ 51,152.69	\$ 51,501.37	\$ 51,152.69	\$ 348.68	0.68%
December	\$ 43,753.84	\$ 78,613.61	\$ 47,207.45	\$ 57,133.03	\$ 56,195.09	\$ 55,758.98	\$ 53,995.09	\$ (436.11)	-0.78%
January	\$ 40,338.99	\$ 58,759.56	\$ 57,420.94	\$ 61,502.20	\$ 53,938.71	\$ 51,141.14	\$ 53,938.71	\$ (2,797.57)	-5.19%
February	\$ 39,907.59	\$ 51,823.58	\$ 54,245.75	\$ 60,915.12	\$ 49,296.83	\$ -	\$ 49,296.83	\$ -	0.00%
March	\$ 46,659.87	\$ 49,683.96	\$ 70,011.38	\$ 60,123.37	\$ 54,638.78	\$ -	\$ 54,095.16	\$ -	0.00%
April	\$ 46,500.77	\$ 15,634.72	\$ 61,697.54	\$ 64,513.29	\$ 46,576.20	\$ -	\$ 59,013.29	\$ -	0.00%
May	\$ 44,168.34	\$ 27,915.55	\$ 58,731.05	\$ 52,524.25	\$ 44,917.40	\$ -	\$ 52,524.25	\$ -	0.00%
June	\$ 41,568.03	\$ 43,176.10	\$ 50,809.90	\$ 44,261.27	\$ 43,688.59	\$ -	\$ 44,261.27	\$ -	0.00%
July	\$ 43,195.79	\$ 46,401.55	\$ 51,800.60	\$ 46,873.25	\$ 45,361.70	\$ -	\$ 46,873.25	\$ -	0.00%
August	\$ 46,590.14	\$ 41,871.35	\$ 53,431.82	\$ 45,577.72	\$ 48,286.11	\$ -	\$ 45,577.72	\$ -	0.00%
September	\$ 42,769.65	\$ 43,272.60	\$ 54,276.98	\$ 46,041.95	\$ 48,165.84	\$ -	\$ 46,041.95	\$ -	0.00%
Total	\$ 519,846.76	\$ 555,523.58	\$ 651,013.61	\$ 658,582.72	\$ 586,647.73	\$ 206,182.61	\$ 601,200.00	\$ 466.33	0.23%



**Northeast Nebraska
Regional
Land Bank**

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

The Board of Directors of the Northeast Nebraska Regional Land Bank held a board meeting Monday, January 22, 2024, at 12:00 P.M. at the Norfolk Public Library, 308 W Prospect Avenue, Meeting Room A, Norfolk, Nebraska.

1. Roll Call. The following board members introduced themselves and were present: Brian Lundy, John Kouba, Benjamin Temple, Rob Merrill, Randy Wilcox, Rod Johnson, Soshia Bohn, Mayra Mendoza, Juan Sandoval
Absent: None Others present included: Val Grimes, City of Norfolk Director of Planning & Development; Justin Snorton, City of Norfolk Councilperson; Mark Craft, Village of Hadar; Myron Wasson, Village of Hadar; Gary Bretschneider, City of Norfolk Executive Director; Julie Drahota, City of Norfolk Housing Program Manager; Danielle Myers-Noelle, City of Norfolk City Attorney; Lyle Lutt, City of Norfolk Director of Administrative Services; Sally Anderson, City of Norfolk Accounting Specialist; Brandon Gascoigne, City of Norfolk Housing Coordinator/Inspector; Lenaya Callies; City of Norfolk Attorney's office Legal Assistant; Kylee Soderberg, City of Norfolk Administrative Assistant
2. Informed the public about the location of the Open Meetings Act posted in the Norfolk Public Library, Meeting Room A, and accessible to members of the public.
3. A motion was made by Rob Merrill, seconded by Soshia Bohn to approve the amended agenda moving #6 up to #5 to consider adoption of the Bylaws before Election of Officers. AYES: Lundy, Kouba, Temple, Merrill, Wilcox, Johnson, Bohn, Mendoza, Sandoval NAYS: None Motion carried.
4. Discussion was held on consideration of adoption of Bylaws. The Land Bank includes 2 communities, Norfolk and Hadar. The City of Norfolk City Attorney reviewed and pointed out several items in the bylaws. The Land Bank reports to the City Council and annually to the Legislature, meeting procedures, Officers/Terms of board members, Gary Bretschneider is Executive Director and Julie Drahota, Secretary, until self-sustaining, voting board members and backgrounds required, different requirements for a quorum, liability insurance, conflict of interest, board member training, creating special committees, and finance committee appointed. There could be communities that join the land bank in the future. A motion was made by Rob Merrill, seconded by Benjamin Temple to approve adoption of the Bylaws. AYES: Lundy, Kouba, Temple, Merrill, Wilcox, Johnson, Bohn, Mendoza, Sandoval NAYS: None Motion carried.
5. A motion was made by Rod Johnson, seconded by Benjamin Temple to adopt the amended Bylaws with the majority of voting members present and voting. AYES: Lundy, Kouba, Temple, Merrill, Wilcox, Johnson, Bohn, Mendoza, Sandoval NAYS: None Motion carried.
6. Discussion was held on the election of officers. Danielle Myers-Noelle referred to Article 5, Page 7 for Officers of the Board. Elections will include a Chair, Vice Chair, and Treasurer. Discussion was held nominating Rob Merrill as Chair, Soshia Bohn as Vice Chair, and Benjamin Temple as Treasurer. A motion was made by Benjamin Temple, seconded by Soshia Bohn to approve the following officers of the Land Bank board: Rob Merrill, Chair; Soshia Bohn, Vice Chair, and Benjamin Temple, Treasurer. AYES: Lundy, Kouba,



Temple, Merrill, Wilcox, Johnson, Bohn, Mendoza, Sandoval NAYS: None Motion carried.

7. Discussion was held on consideration of Resolution 2024LB-1 setting the standard day and time for future meetings. City staff discussed some dates to stay away from. It was suggested the 4th Monday of the month at 12 Noon would work for the meetings in the future. It was also suggested that the agenda packet go out by email the Wednesday before the meeting for review by the board members. A motion was made by Soshia Bohn, seconded by Juan Sandoval to approve Resolution 2024LB-1 setting the standard day and time for future meetings. AYES: Lundy, Kouba, Temple, Merrill, Wilcox, Johnson, Bohn, Mendoza, Sandoval NAYS: None Motion carried.
8. Discussion was held on consideration of approval of the Conflict of Interest Policy. Danielle Myers-Knoelle read the first paragraph of the guidelines and if board members feel they have a conflict of interest they can reach out to staff. There is conflict of interest forms that would need to be filled out and emailed to staff. If you have a conflict, you will need to abstain or remove yourself from discussion. A motion was made by Mayra Mendoza, seconded by Juan Sandoval to approve the Conflict of Interest Policy. AYES: Lundy, Kouba, Temple, Merrill, Wilcox, Johnson, Bohn, Mendoza, Sandoval NAYS: None Motion carried.
9. In interest of saving time, both Agenda Items 9 & 10 will be discussed and voted on together. Insurance for the Board of Directors and commercial liability insurance for the properties acquired by the Land Bank were discussed. These policies are for 1 year with the possibility of rebidding after the first year. There are not too many comparable types of insurance for Land Banks and the Omaha Land Bank said it was hard to find insurance coverage. The policies are with Frank Arends, Town & Country Insurance. It was noted that Frank Arends is a City Councilperson, and this would not be a conflict of interest. A motion was made by Soshia Bohn, seconded by Juan Sandoval to approve the Public Officials Management and Liability insurance policy with Indian Harbor Insurance Company and commercial liability insurance with GTA Insurance Group. AYES: Lundy, Kouba, Temple, Merrill, Wilcox, Johnson, Bohn, Mendoza, Sandoval NAYS: None Motion carried.
10. Discussion was held on consideration of approval of Resolution 2024LB-2 adopting the mission statement. The mission statement can be revised in the future if the mission changes. These are residential properties that are put back on the tax base with affordable housing being built on the property. The Land Bank can only work with 5% of commercial properties. A motion was made by Rod Johnson, seconded by John Kouba to approve Resolution 2024LB-2 adopting the mission statement. AYES: Lundy, Kouba, Temple, Merrill, Wilcox, Johnson, Bohn, Mendoza, Sandoval NAYS: None Motion carried.
11. Discussion was held on consideration of approval of a funding request to the City of Norfolk City Council. The City Council earmarked \$50,000 of ARPA funds for the Land Bank in year 2022. This letter will go to the City Council at the February 5th Council meeting. Funds from the auctioned Northdale property (\$39,000) the City owned will also go into the Land Bank funds. A motion was made by Benjamin Temple, seconded by Soshia Bohn to approve the funding request letter go to the City Council to request the \$50,000 ARPA funds. AYES: Lundy, Kouba, Temple, Merrill, Wilcox, Johnson, Bohn, Mendoza, Sandoval NAYS: None Motion carried.
12. Discussion was held on appointing a Finance Committee. In Article 4, Section 2, a Finance Committee will be elected by the Board every January familiar with financial practices with a group of 3 board members. The Finance Committee will be Juan Sandoval, Benjamin Temple, and Brian Lundy. It was asked if the audit of the Land Bank could be included with the City of Norfolk's audit. A motion was made by Soshia Bohn, seconded by Mayra Mendoza to approve the Finance Committee of Juan Sandoval, Benjamin Temple, and Brian Lundy. AYES: Lundy, Kouba, Temple, Merrill, Wilcox, Johnson, Bohn, Mendoza, Sandoval NAYS: None Motion carried.



13. Discussion was held on consideration of approval of FY 23-24 budget. The property demo fees were an estimate of how much it might take to demolish a house. Once the property is acquired, we have to make sure the property is safe. The budget year will be through September 30th. Plan to talk to banks and for marketing have flyers made. Plan to have a website page on the City of Norfolk's website. May become a 501(c)3 in the future. The first Monday in March is when the tax certificates come up on tax delinquent properties and the Land Bank can pay for these certificates and possibly own the property after 3 years. A motion was made by Benjamin Temple, seconded by Juan Sandoval to approve the FY 23-24 budget. AYES: Lundy, Kouba, Temple, Merrill, Wilcox, Johnson, Bohn, Mendoza, Sandoval NAYS: None Motion carried.
14. It was asked if information on the land bank could be prepared to include the mission statement so this could be explained by the board. Gary Bretschneider and Val Grimes are going to the Home Builders meeting on February 13th to promote the Land Bank. Three house plans are available for building on infill lots. Will watch for yellow/red tagged properties. We are not competing with the private sector.
15. The meeting was adjourned at 1:35 P.M.

The Northeast Nebraska Regional Land Bank shall have the right to modify the agenda to include items of an emergency nature at the public meeting as outlined in Section 84-1, 411 Revised Statutes of Nebraska.



Julie Drahota

Secretary

Northeast Nebraska Regional Land Bank

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 American Cancer Society, Inc., a New York Nonprofit Corporation, d/b/a Norfolk Area Relay for Life, hereinafter referred to as “RELAY”; WITNESSETH:

WHEREAS, RELAY is desirous of utilizing CITY’s park facility known as Ta-Ha-Zouka Park for various activities to hold a Norfolk Area Relay for Life event including but not limited to live music performances, ceremonies, luminarias, walking, and a silent auction on Friday, May 31, 2024; and

WHEREAS, CITY is desirous of allowing RELAY to hold a Norfolk Area Relay for Life event as set forth above at Ta-Ha-Zouka Park on Friday, May 31, 2024.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, CITY agrees to allow RELAY to use the CITY’s facility for various activities to hold a Norfolk Area Relay for Life event, including but not limited to vending in the park, subject to the following:

1. FACILITY. CITY, being the owner of the park facility commonly known as Ta-Ha-Zouka Park, is willing to allow the park to be used in conjunction with RELAY’s purpose of conducting various activities for a Norfolk Area Relay for Life event including but not limited to live music performances, ceremonies, luminarias, walking, and a silent auction, to be held Friday, May 31, 2024.

2. DATE. This Agreement shall be for the day of Friday, May 31, 2024. Set up activities may commence at 8:00 a.m. on Friday, May 31, 2024. Cleanup from the event shall be completed on Friday, May 31, 2024.

3. VEHICLE PARKING. Parking of vehicles in the park shall be restricted to currently existing parking areas and to such other areas as are approved for parking at the sole discretion of the CITY’s parks and recreation director or his designee. The parties acknowledge that the areas approved for parking are subject to change or denial up until the time of the events and may depend upon precipitation or other variables not within the control of the parties to this Agreement.

4. ELKHORN LODGE PARKING. RELAY understands that the Elkhorn Lodge in Ta-Ha-Zouka Park may be rented by a third party during RELAY’s event. In the event the Elkhorn Lodge is rented by a third party during RELAY’s event, RELAY shall post signs directing participants in RELAY’s event to park vehicles away from the Elkhorn Lodge.

5. TEMPORARY STAGE. CITY shall allow RELAY to place a temporary stage in the park for RELAY’s event at a location approved by CITY’s parks and recreation director.

6. DAMAGE. Any damage to areas of the park caused by RELAY's event will be repaired by CITY and the cost thereof will be paid by RELAY.

7. TENTS. CITY shall allow RELAY or its designees to place up to four (4) tents in Ta-Ha-Zouka Park during the term of this Agreement at locations approved by CITY's parks and recreation director. If the tents are to be staked into the ground, then at least forty-eight (48) hours prior to May 31, 2024, RELAY shall contact Nebraska 811 (formerly Diggers Hotline of Nebraska) to ascertain the location of underground utility lines in the areas where the tents are to be placed. After utility lines have been determined by Nebraska 811 and prior to setting any stakes, RELAY shall coordinate with CITY's parks and recreation director as to the contemplated location of the tents. CITY will attempt to locate any private underground lines it owns. RELAY or its designees shall not set any stakes until receiving approval from CITY's parks and recreation director as to the exact location where the tents are to be placed. RELAY shall be responsible for any damage to any underground utility lines or to any unlocated lines.

8. BOUNCE HOUSES/INFLATABLES PROHIBITED. The placement of bounce houses/inflatables on CITY property for RELAY's event is prohibited under this Agreement.

9. LUMINARIAS. CITY shall allow RELAY to place luminarias with battery-operated tea lights in the park at a location approved by CITY's parks and recreation director.

10. TEMPORARY SIGNAGE. All informational signage in conjunction with this event may be placed in the park on the day of the event and must be removed at the end of the event. No signs shall be placed on any highway or street right of way and signs shall not in any way obstruct the view of motorists.

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

12. ROADWAYS IN THE PARK. CITY shall close the north loop roadway near the dog park and shall provide a narrow walking path along the north side of the main roadway. All other roadways in the park shall be open to two-way traffic for vehicles entering and leaving the park at all times during the term of this Agreement.

13. DOG PARK ACCESS. RELAY shall post a weather-proof notice to the public for seven (7) days preceding the event that the dog park shall have pedestrian access only during RELAY's event. It shall be RELAY's responsibility to monitor the posted notice each day to ensure that it remains in place from the time of posting until the time of the event.

14. SHELTERS. RELAY understands that this Agreement does not include the reservation of any shelters in Ta-Ha-Zouka Park and that the reservation of any shelters for this event shall be made by separate agreement with the City of Norfolk.

15. PICNIC TABLES AND BLEACHERS. RELAY shall coordinate with CITY's parks and recreation director for the placement of picnic tables and bleachers for RELAY's event.

16. DUMPSTERS. RELAY shall obtain necessary dumpsters at its own expense and shall be responsible for dumping trash from the CITY cans into the dumpsters so that it is taken away when the dumpsters are picked up after the event.

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

18. ALL-TERRAIN VEHICLES. RELAY shall be allowed to utilize all-terrain vehicles, four wheelers, utility vehicles, golf carts, or other similar vehicles in the park for utility purposes from the beginning of setup until cleanup is completed for the event under the conditions that (1) said vehicles are operated only by individuals who are 16 years of age or older and (2) RELAY's insurance certificate contains the following language:

“The Norfolk Area Relay for Life general liability insurance policy noted above includes coverage for the operation of the insured's all-terrain vehicles, four-wheelers, utility vehicles, golf carts, or other similar vehicles while being used on City of Norfolk property.”

In the event that RELAY does not provide an insurance certificate containing the provisions set forth in this paragraph, all-terrain vehicles, four-wheelers, utility vehicles, golf carts, or other similar vehicles are not allowed in the park during RELAY's event unless every all-terrain vehicle, four-wheeler, utility vehicle, golf cart, or other similar vehicle in the park carries on it proof of ownership for the all-terrain vehicle, four-wheeler, utility vehicle, golf cart, or other similar vehicle and a certificate of insurance provided by the owner of the vehicle showing general liability coverage for property damage and bodily and personal injury in an amount of not less than \$1,000,000 per occurrence.

This Agreement does not give authority to operate any vehicle on a public street outside of the park unless said vehicle is legally authorized to be operated on public streets.

19. INSURANCE.

A. RELAY 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

The policy issued shall cover all actions or activities authorized by this Agreement and activities sponsored by RELAY for this event with no exclusions. In the event there is any exclusion or limitation of RELAY's insurance coverage related to any activity, then the excluded or limited activities shall not be allowed as part of RELAY's event.

- B. RELAY shall name CITY as an additional insured. A certificate of insurance shall be filed with the City Clerk's office upon execution of this Agreement. Said insurance shall be the primary insurance coverage for RELAY's event. RELAY agrees to be responsible for any damages or claim of loss not covered by RELAY's insurance. If RELAY's certificate of insurance is not furnished by May 21, 2024, then (1) RELAY shall pay a late fee to CITY in the amount of \$75.00, and (2) this Agreement shall be voidable at the option of CITY's risk manager.
- C. RELAY agrees to provide the required insurance for its use of all-terrain vehicles, four-wheelers, utility vehicles, golf carts, and other similar vehicles in the park as set forth in paragraph 18 of this Agreement.

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

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

22. POWER SUPPLY. CITY makes no guarantees or warranties that any public power supply available in Ta-Ha-Zouka Park will function continuously or properly or will be able to meet the needs of RELAY for its event. If guaranteed power is required for any activities associated with this event, said power shall be supplied by generators or other temporary power sources provided by RELAY or individual activity coordinators.

23. NO PAINT ON CONCRETE. RELAY shall not paint or permanently mark any concrete in Ta-Ha-Zouka Park for RELAY's event. In the event that RELAY does paint or permanently mark the concrete, then CITY shall have the paint or marking removed and the cost thereof shall be paid by RELAY.

24. MANAGEMENT. The parties acknowledge and agree that RELAY shall be solely responsible for the operation and management of the park during the term of this Agreement when the park is being utilized by RELAY for its event and related activities. RELAY shall be responsible for operating and managing the park in accordance with all applicable rules and

regulations of any governmental entity with jurisdiction over the park including, but not limited to, the most current and updated directed health measures of all local, state, and federal health agencies, and all resolutions and ordinances of CITY (collectively the "Rules"). RELAY represents and covenants to CITY that RELAY is familiar with the Rules and that RELAY shall operate and manage the park in accordance with the Rules. RELAY shall ensure that all individuals utilizing the park for RELAY's event shall conduct themselves in accordance with the Rules.

25. MAINTENANCE. RELAY shall be responsible for maintaining the park in accordance with the Rules so that the park may be utilized for permitted activities hereunder. Such obligation shall include, but not be limited to, all sanitation guidelines and maintenance obligations that are set forth in the Rules. RELAY shall ensure that any guests, invitees, or visitors are those permitted to be in attendance at the park in accordance with the Rules.

26. NO USAGE FEE. RELAY shall pay no usage fee to CITY under this Agreement to access Ta-Ha-Zouka Park for its event.

27. CANCELLATIONS. 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 RELAY resulting from CITY's cancellation of RELAY's activities.

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

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

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

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

ATTEST:

Brianna Duerst, City Clerk

By _____
Josh Moenning, Mayor

Approved as to Form: _____
Danielle Myers-Noelle City Attorney

AMERICAN CANCER SOCIETY, INC.,
A New York Nonprofit Corporation,
d/b/a Norfolk Area Relay for Life

By _____
Printed Name: _____
Title: _____

By _____
Printed Name: _____
Title: _____

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 Northeast Nebraska All-Star Football Classic, a Nebraska Nonprofit Corporation, hereinafter collectively referred to as “CLASSIC”, WITNESSETH:

WHEREAS, CITY is the owner of a football field in Veterans Memorial Park located at 1st Street and Grove Avenue in Norfolk, Nebraska, and said football field is commonly known as “Memorial Field”; and

WHEREAS, CLASSIC is desirous of holding an all-star classic football game for area graduating seniors at Memorial Field on Saturday, June 8, 2024; and

WHEREAS, CITY is desirous of allowing CLASSIC to hold said all-star classic football game at Memorial Field at Veterans Memorial Park.

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

1. FACILITY. CITY shall allow CLASSIC to hold an all-star classic football game at Memorial Field in Norfolk, Nebraska on Saturday, June 8, 2024, at 11:00 a.m. (with a practice day on Friday, June 7, 2024).

2. FACILITY ACCESS. For said football game, CLASSIC shall have access to and use of the football field, press boxes, ticket booths, parking lots, and restrooms located in the multipurpose building. Field lighting, scoreboard and public address system shall be available for use by CLASSIC. CLASSIC shall not have access to the locker rooms in the multipurpose building unless AquaVenture Water Park is closed for the day due to inclement weather or low temperature.

3. ACCESS COST. There shall be no cost to CLASSIC for use of CITY’s facility under the terms of this Agreement except as otherwise provided herein.

4. CLEANING. CLASSIC shall be responsible for cleanup of the facilities at the conclusion of their use. In the event CLASSIC fails to clean the facilities they utilize, CLASSIC agrees to pay the actual cost incurred by CITY in cleaning the facilities. CITY shall document the condition of the facilities and shall consult with CLASSIC prior to cleaning, if practicable. During CLASSIC’s event, the following statement or CLASSIC’s own statement which suggests these items shall be announced over the public address system periodically throughout CLASSIC’s event:

“Welcome to Veterans Memorial Park. In an effort to keep this facility clean, we kindly ask that you pick up your trash and deposit it in the provided trash receptacles before leaving the stadium.”

5. ALCOHOL. CLASSIC shall be responsible for making sure that no alcohol is allowed on the premises pursuant to Section 3-11 of CITY’s Official Code.

6. TOBACCO. CLASSIC shall be responsible for compliance with CITY’s tobacco policy set forth in CITY’s Official Code which precludes tobacco use except in parking areas available to the general public.

7. PETS. CLASSIC shall be responsible for making sure that no pets are allowed on the premises except for service animals.

8. DAMAGE. CLASSIC shall be responsible for any damage to any part of the Memorial Field facility utilized by CLASSIC above normal use and wear for all times during which CLASSIC has control of the facility. CLASSIC shall be responsible for all damage and repair costs to any portion of Veterans Memorial Park while accessing the CITY facilities during the term of this Agreement.

9. SECURITY. CLASSIC shall be responsible for providing adequate security at the facility from the time the gates to the field and doors to that portion of the multipurpose building utilized by CLASSIC are unlocked on the day of the game, during the game, and until the time the facility is locked except as the same relates to the concession area.

10. DOWN MARKERS AND PYLONS. CLASSIC shall set up and tear down the down markers and pylons.

11. CANCELLATION BY CLASSIC. CLASSIC shall be responsible for providing notice of any cancellation of its game to CITY’s parks and recreation athletic supervisor at 402-844-2254.

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

General Aggregate	\$5,000,000
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, CLASSIC shall name CITY as an additional insured. The policy issued shall cover all activities sponsored by CLASSIC while using CITY’s facilities with no exclusions. CLASSIC agrees to be responsible for any damages or claim of loss not covered by CLASSIC’s

insurance. A certificate of insurance shall be filed with the Norfolk City Clerk upon execution of this Agreement. In the event the certificate of insurance is not filed by May 29, 2024, then (1) CLASSIC 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.

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

14. RELEASES. In the event that CLASSIC obtains Releases for participation in CLASSIC's event 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.

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

16. PARKING. CLASSIC shall be responsible for assuring that vehicles within Veterans Memorial Park are parked only in approved parking areas and shall be responsible for removing vehicles parked in places other than approved parking areas. All parking is at the risk of CLASSIC and the party parking the vehicle.

17. MULTI-PURPOSE BUILDING. CLASSIC shall be allowed to utilize the locker rooms in the multipurpose building only if AquaVenture Water Park is closed and shut down for the day and the locker rooms are vacated. In the event CLASSIC utilizes the locker rooms as set forth herein, CLASSIC shall enter and exit the multipurpose building as directed. In no event shall CLASSIC allow exit from the multipurpose building to the water park.

18. NO SPECTATORS ON FIELD. CLASSIC shall be responsible for keeping spectators off the football field before, during and after the football game so that only individuals participating in the football game, coaching, officiating, half-time activities and supporting activities shall be allowed on the playing surface of the football field.

19. SHOES. No spiked shoes shall be allowed on the football field and only appropriate football cleats shall be allowed. CLASSIC shall be responsible for compliance with this provision.

20. VEHICLES. CLASSIC shall utilize no motorized vehicles of any kind on the football field with the exception of a "Gator" type vehicle with flotation turf tires used by emergency service responders for medical purposes.

21. ADVERTISING. CLASSIC shall not erect any advertising or temporary signs at Veterans Memorial Park.

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

23. FIELD LIGHTS. Any field lighting requests by CLASSIC shall be directed to CITY's parks and recreation athletic supervisor at 402-844-2254.

24. CONCESSIONS. CITY shall operate the concession stand at Veterans Memorial Park during CLASSIC's game on June 8, 2024. CLASSIC is prohibited from selling or participating in the sale of any concessions at Veterans Memorial Park, including but not limited to tailgating, and CLASSIC shall prohibit participants and spectators from participating in the sale of concessions, including but not limited to tailgating, at Veterans Memorial Park. CLASSIC shall not receive any profit from concession sales. Further, CLASSIC shall be responsible for assuring that no coolers, outside food, or outside beverages (except for water) are brought into Veterans Memorial Park by spectators when concessions are being sold by CITY.

25. ELEVATOR. CITY's facility is equipped with an elevator. CLASSIC shall monitor and control access to said elevator during its event at CITY's facility and shall be responsible for securing the elevator at the conclusion of CLASSIC's event.

26. OTHER AREAS OF THE PARK. CLASSIC shall be responsible for restricting participants and spectators to the football and parking portions of Veterans Memorial Park during CLASSIC's event and shall prohibit people from accessing other portions of Veterans Memorial Park closed to the public during the time when CLASSIC is utilizing CITY's football facility. CLASSIC shall be responsible for all damage and repair costs to any portion of Veterans Memorial Park while accessing the CITY facilities during the term of this Agreement.

27. ALTERATIONS TO FACILITY. CLASSIC shall make no alterations or additions, etc., to CITY's facility without CLASSIC's prior written request and CITY's prior written approval.

28. TURF FIELD RULES. CITY's football field will be posted with "Turf Field Rules" provided by the manufacturer of the artificial turf on CITY's football field. CLASSIC agrees to be compliant with said posted Turf Field Rules and to assure compliance by visiting teams utilizing the football field. Said Turf Field Rules shall include but not be limited to the following:

- Molded cleats or other athletic shoes only.
- No sharp objects, including tent stakes, corner flags or other objects that can penetrate the surface of the field.
- No food items – including gum and sunflower seeds.
- No tobacco products of any kind.
- No sport drinks or liquids other than water.

- No pets.
- No bicycles or other unapproved vehicles.
- Approved athletic equipment only.

29. PRACTICE. CITY shall allow CLASSIC to hold football and band practices on Friday, June 7, 2024, at times to be approved by CITY’s parks and recreation athletic supervisor. In the event that CLASSIC obtains approval to hold football and band practices at Memorial Field during a time when AquaVenture Water Park is open, CLASSIC shall access the football field from the south end of the field only. There shall be no access to the football field via the northwest corner of the field during a time when AquaVenture Water Park is open. CLASSIC shall not have access to the multipurpose building during any practice.

30. CITY’S RIGHT TO CANCEL ACTIVITIES. Notwithstanding any other provision of this Agreement, CITY retains the right 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 CLASSIC resulting from CITY’s cancellation of CLASSIC’s activities.

31. UNADDRESSED ISSUES. Issues related to Memorial Field not addressed in this Agreement may be approved by CITY at the discretion of CITY’s parks and recreation director upon request of CLASSIC.

32. TERMINATION. This Agreement shall terminate at 11:00 p.m. on June 8, 2024.

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

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

ATTEST: CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

Brianna Duerst, City Clerk By _____
Josh Moenning, Mayor

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

NORTHEAST NEBRASKA ALL-STAR
FOOTBALL CLASSIC, A Nebraska Nonprofit
Corporation

By _____
Title: _____
Printed Name: _____

By _____
Title: _____
Printed Name: _____

**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

Sacred Heart Church of Norfolk

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

204 S. 5th St., Norfolk, NE 68701

Retail Liquor License Address or Non-Profit Business Address

47-0380694

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 4/13/24
Event Date(s): _____

Event Start Time(s): 5 p.m. _____

Event End Time(s): 12 a.m. _____

Alternate Date: none

Alternate Location Building & Address: none

Event Building Name: Norfolk Catholic Activities Center

Event Street Address/City: 2301 Madison Ave., Norfolk, NE 68701

Indoor area to be licensed in length & width: 165' X 179'

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

Type of Event: Hall of Fame banquet Estimate # of attendees: 300

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: Nick Benes Event Contact Phone Number: 402-371-2621

Event Contact Email: nickbenes@sacredheartnorfolk.com

*Signature Authorized Representative:  Printed Name Rev. Patrick A. McLaughlin

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)

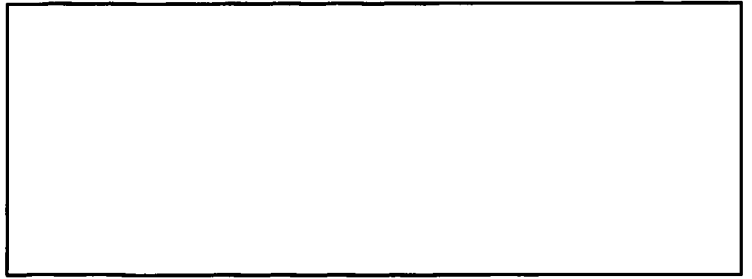
Local Governing Body Authorized Signature

Date

2/20/2024

**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
Website: www.lcc.nebraska.gov/
Email Applications: michelle.porter@nebraska.gov



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.

Sacred Heart Church of Norfolk

NAME OF CORPORATION

47-0380694

FEDERAL ID NUMBER

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 2nd DAY OF February, 2024



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.

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): 3/9/24

Event Start Time(s): 12:00

Event End Time(s): 5:00 PM

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: Magnolia

Event Street Address/City: 432 W. Norfolk Ave, Norfolk

Indoor area to be licensed in length & width: 80x30 68701

Outdoor area to be licensed in length & width: N/A (Diagram Form #109 must be attached)

Type of Event: Wine & Cordial Tasting 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: Jim Rutten Event Contact Phone Number: 402-371-7190

Event Contact Email: jim@jimsfine-wine.com

*Signature Authorized Representative: Jim Rutten Printed Name: Jim 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)

Local Governing Body Authorized Signature

Date

LEGAL DESCRIPTION:

A TRACT OF LAND BEING ALL OF LOTS 2 AND 3, PART OF A STREET, PART OF AN ACCESS ROAD, AND PART AN ALLEY, ALL PLATTED IN ABLER LIGHT INDUSTRY SITE, MADISON COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE N89°45'19"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 274.98 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTHERLY ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 81 THE FOLLOWING 5 COURSES: N89°54'30"E, 15.01 FEET; S13°22'33"E, 103.16 FEET; S00°12'25"E, 150.02 FEET; S89°47'17"W, 21.36 FEET; S01°39'31"E, 50.06 FEET TO THE NORTH LINE OF LOT 1, OF SAID ABLER LIGHT INDUSTRY SITE; THENCE S89°52'17"W ON SAID NORTH LINE, A DISTANCE OF 209.68 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE CONTINUING S89°52'17"W ON THE WESTERLY EXTENSION OF SAID NORTH LINE, A DISTANCE OF 34.22 FEET TO THE WESTERLY LINE OF THE ALLEY AS PLATTED IN SAID ABLER LIGHT INDUSTRIAL SITE; THENCE N15°46'55"W ON SAID WESTERLY LINE, A DISTANCE OF 556.08 FEET TO THE SOUTH RIGHT OF WAY LINE OF EISENHOWER AVENUE; THENCE N89°44'37"E ON SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 56.76 FEET TO THE NORTHWEST CORNER OF LOT 4 OF SAID ABLER LIGHT INDUSTRY SITE; THENCE SOUTHERLY ON THE WESTERLY LINE OF SAID LOT 4, THE FOLLOWING 3 COURSES: S01°05'04"E, 85.92 FEET; S15°50'55"E, 103.43 FEET; S15°37'46"E, 52.04 FEET TO THE POINT OF BEGINNING, CONTAINING 2.26 ACRES, MORE OR LESS.

FINAL PLAT

ABLER LIGHT INDUSTRIAL SITE REPLAT

A REPLAT OF LOTS 2 AND 3, & PART OF THE STREET, ALLEY AND ACCESS ROAD

ALL IN ABLER LIGHT INDUSTRIAL SITE, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA

PERIMETER DESCRIPTION:

A TRACT OF LAND BEING ALL OF LOTS 2 AND 3, PART OF A STREET, PART OF AN ACCESS ROAD, AND PART AN ALLEY, ALL PLATTED IN ABLER LIGHT INDUSTRIAL SITE, MADISON COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE N89°45'19"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 274.98 FEET TO THE NORTH-EAST CORNER OF SAID LOT 3; THENCE SOUTHERLY ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 81 THE FOLLOWING 5 COURSES: N89°54'30"E, 15.01 FEET; S13°22'33"E, 103.16 FEET; S00°12'25"E, 150.02 FEET; S89°47'17"W, 21.36 FEET; S01°39'31"E, 50.06 FEET TO THE NORTH LINE OF LOT 1, OF SAID ABLER LIGHT INDUSTRIAL SITE; THENCE S89°52'17"W ON SAID NORTH LINE, A DISTANCE OF 209.68 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE CONTINUING S89°52'17"W ON THE WESTERLY EXTENSION OF SAID NORTH LINE, A DISTANCE OF 34.22 FEET TO THE WESTERLY LINE OF THE ALLEY AS PLATTED IN SAID ABLER LIGHT INDUSTRIAL SITE; THENCE N15°46'55"W ON SAID WESTERLY LINE, A DISTANCE OF 556.08 FEET TO THE SOUTH RIGHT OF WAY LINE OF EISENHOWER AVENUE; THENCE N89°44'37"E ON SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 56.76 FEET TO THE NORTHWEST CORNER OF LOT 4 OF SAID ABLER LIGHT INDUSTRIAL SITE; THENCE SOUTHERLY ON THE WESTERLY LINE OF SAID LOT 4, THE FOLLOWING 3 COURSES: S01°05'04"E, 85.92 FEET; S15°50'55"E, 103.43 FEET; S15°37'46"E, 52.04 FEET TO THE POINT OF BEGINNING, CONTAINING 2.26 ACRES, MORE OR LESS.

DEDICATION

WE, FLATROCK GROUP, LLC, A DELAWARE LIMITED LIABILITY COMPANY ARE THE OWNERS OF THE TRACT OF LAND DESCRIBED IN THE PERIMETER DESCRIPTION AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID REAL ESTATE TO BE SUBDIVIDED. SAID TRACT SHALL BE HEREINAFTER KNOWN AS "ABLER LIGHT INDUSTRIAL SITE REPLAT", CONSISTING OF LOT 1. I HEREBY DEDICATE THE STREETS, ALLEYS, AVENUES, ROADS AND PUBLIC GROUNDS DESIGNATED UPON AND REFERRED TO IN THIS PLAT TO THE USE AND BENEFIT OF THE PUBLIC AND HEREBY PROVIDE EASEMENTS AS SHOWN FOR THE CONSTRUCTION AND MAINTENANCE OF UTILITIES. WE FURTHER DECLARE THAT LOT 1 MAY BE RESPONSIBLE FOR THE COST OF REPAIRS, MAINTENANCE, TAXES AND INSURANCE FOR POST CONSTRUCTION BEST MANAGEMENT PRACTICES AND THAT SUCH OBLIGATION OF THE DESIGNATED LOT OR LOTS SHALL RUN WITH THE LAND.

SIGNATORY, FLATROCK GROUP, LLC _____

PRINTED NAME _____

TITLE _____

WAIVER

WE, FLATROCK GROUP LLC, BEING OWNERS OF THE TRACT OF LAND DESCRIBED IN THE PERIMETER DESCRIPTION, HEREBY WAIVE ALL RIGHT OF CLAIMS AS A RESULT OF DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES OR ALTERATIONS OF THE SURFACE OF ANY PORTION OF THE STREETS AND ALLEYS TO CONFORM TO GRADES ESTABLISHED

FLATROCK GROUP, LLC _____

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA))
COUNTY OF MADISON)

ON THIS ____ DAY OF _____, 2024, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED FOR SAID COUNTY AND STATE, APPEARED _____ TO BE PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SIGNING THEREOF TO BE HIS VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL ON THE DATE LAST WRITTEN

NOTARY PUBLIC (SIGNATURE) _____

NOTARY PUBLIC (PRINTED) _____

MY COMMISSION EXPIRES: _____

APPROVAL

THE FOREGOING AND WITHIN PLAT, DEDICATION AND INSTRUMENT WERE APPROVED BY THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA BY RESOLUTION DULY PASSED ON THE ____ DAY OF _____, 2024.

CITY CLERK _____

MAYOR _____

APPROVAL

THE FOREGOING AND WITHIN PLAT, DEDICATION AND INSTRUMENT WERE APPROVED BY THE PLANNING COMMISSION OF THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, THIS ____ DAY OF _____, 2024.

CHAIRMAN _____

DAN SPRAY

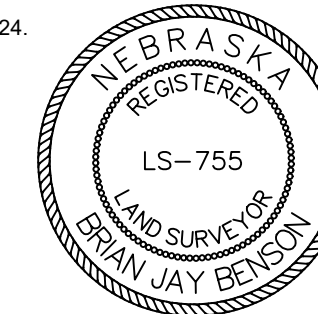
SURVEYOR'S STATEMENT:

I, BRIAN J. BENSON, A REGISTERED LAND SURVEYOR IN THE STATE OF NEBRASKA, HEREBY STATE THAT I HAVE CLOSELY SUPERVISED AND ACCURATELY SURVEYED "ABLER LIGHT INDUSTRIAL SITE REPLAT" IN THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA. THAT THE PLAT ATTACHED HERETO IS THE ORIGINAL, ACCURATE, TRUE AND CORRECT PLAT OF SAID ADDITION; THAT SAID PLAT ACCURATELY AND CORRECTLY REFLECTS ALL OF THE LOTS, BLOCKS, STREETS, ALLEYS, PARKS, COMMONS, AND OTHER GROUNDS IN SAID ADDITION, ALL OF WHICH ARE CORRECTLY AND ACCURATELY STAKED OFF, MARKED, AND ARE CORRECTLY DESIGNATED AND SHOWN ON THE ATTACHED PLAT; THAT I HAVE SURVEYED SAID "ABLER LIGHT INDUSTRIAL SITE REPLAT", CONSISTING OF LOT 1 AND AT THE REQUEST OF FLATROCK GROUP, LLC, THE OWNERS.

PERMANENT MONUMENTS WERE FOUND OR SET ON ALL LOTS AND STREETS OF SAID PLAT.

DATED THIS 7TH DAY OF FEBRUARY, 2024.

Brian J. Benson
BRIAN J. BENSON R.L.S. 755

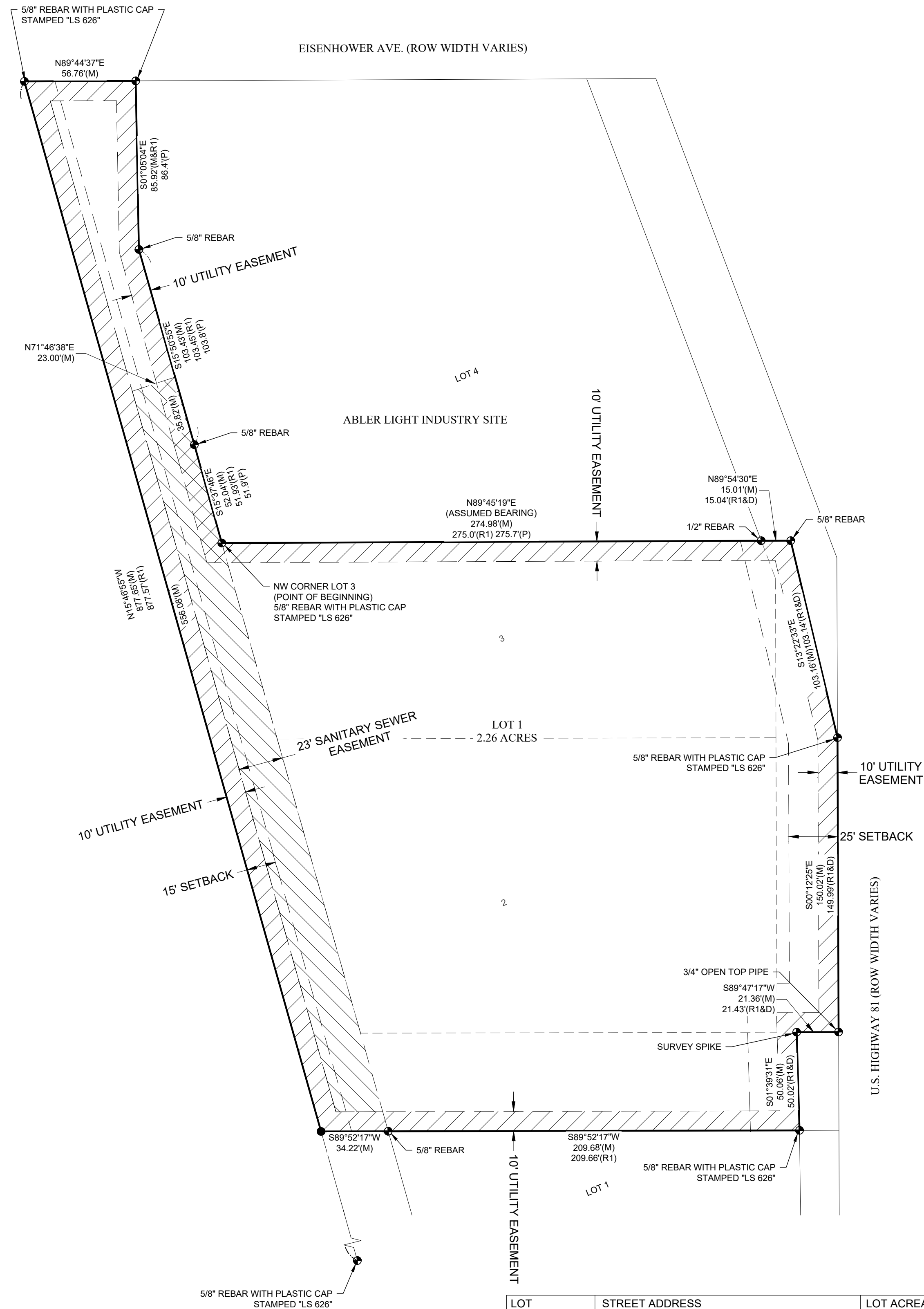


NOTES:

A FIVE-FOOT-WIDE SIDEWALK SHALL BE CONSTRUCTED ON THE STREET SIDE OR SIDES OF EACH LOT IN THE SUBDIVISION BY EACH RESPECTIVE LOT OWNER, AS PROVIDED FOR IN ORDINANCE NO. 5617 OF THE CITY OF NORFOLK, PASSED AND APPROVED ON JUNE 3, 2019.

FLOOD ZONE INFORMATION:

SUBJECT PROPERTY IS IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.) FROM EVIDENCE OF FIRM MAP 3119C0095D WITH AN EFFECTIVE DATE OF FEBRUARY 4, 2005.



LOT	STREET ADDRESS	LOT ACREAGE
1	2409 NORTH 13TH STREET	2.26 ACRES

LEGEND
 MONUMENT FOUND
 MONUMENT SET
 O CALCULATED POINT
 D DEEDED DISTANCE
 G GOVERNMENT DISTANCE
 M MEASURED DISTANCE
 P PLATTED DISTANCE
 R RECORDED DISTANCE
 R1 SNOW 2023

GRAPHIC SCALE

0 10 20 30 40 50
UNIT OF MEASURE IS

VICINITY SKETCH



A REPLAT OF LOTS 2 AND 3
 PT. ALLEY, STREET AND ACCESS ROAD
 ABLER LIGHT INDUSTRIAL SITE
 NORFOLK, NEBRASKA

FINAL PLAT
 ABLER LIGHT INDUSTRIAL SITE REPLAT

PROJECT NO. 231544
 DATE 2/7/2024
 DRAWN BY AWH
 FILE NAME SV_231544 plat 24x36.dwg
 FIELD BOOK NORFOLK N-57
 FIELD CREW CP
 SURVEY FILE NO. 2024-020
 REVISIONS

February 19, 2024

Honorable Mayor
and
City Council

Dear Mayor and Council:

On February 6, 2024, the Norfolk Planning Commission reviewed the final plat of Abler Industrial Site Replat.

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

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

Sincerely,



Dirk Waite, Vice Chair
Norfolk Planning Commission

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

SUBDIVISION AGREEMENT

ABLER INDUSTRIAL SITE REPLAT

A REPLAT OF LOTS 2 AND 3, & PART OF THE STREET, ALLEY AND ACCESS ROAD, ALL IN ABLER INDUSTRIAL SITE, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA

This Agreement is made and entered into this ____ day of _____, 2024, by and between the City of Norfolk, Nebraska, a municipal corporation, hereinafter referred to as the "City" and _____, the _____, hereinafter referred to as the "Developer".

WHEREAS, the Developer is the owner of certain property situated in the City of Norfolk, Madison County, Nebraska, and legally described as follows:

A TRACT OF LAND BEING ALL OF LOTS 2 AND 3, PART OF A STREET, PART OF AN ACCESS ROAD, AND PART AN ALLEY, ALL PLATTED IN ABLER LIGHT INDUSTRY SITE, MADISON COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE N89°45'19"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 274.98 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTHERLY ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 81 THE FOLLOWING 5 COURSES: N89°54'30"E, 15.01 FEET; S13°22'33"E, 103.16 FEET; S00°12'25"E, 150.02 FEET; S89°47'17"W, 21.36 FEET; S01°39'31"E, 50.06 FEET TO THE NORTH LINE OF LOT 1, OF SAID ABLER LIGHT INDUSTRY SITE; THENCE S89°52'17"W ON SAID NORTH LINE, A DISTANCE OF 209.68 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE CONTINUING S89°52'17"W ON THE WESTERLY EXTENSION OF SAID NORTH LINE, A DISTANCE OF 34.22 FEET TO THE WESTERLY LINE OF THE ALLEY AS PLATTED IN SAID ABLER LIGHT INDUSTRIAL SITE; THENCE N15°46'55"W ON SAID WESTERLY LINE, A DISTANCE

OF 556.08 FEET TO THE SOUTH RIGHT OF WAY LINE OF EISENHOWER AVENUE; THENCE N89°44'37"E ON SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 56.76 FEET TO THE NORTHWEST CORNER OF LOT 4 OF SAID ABLER LIGHT INDUSTRY SITE; THENCE SOUTHERLY ON THE WESTERLY LINE OF SAID LOT 4, THE FOLLOWING 3 COURSES: S01°05'04"E, 85.92 FEET; S15°50'55"E, 103.43 FEET; S15°37'46"E, 52.04 FEET TO THE POINT OF BEGINNING, CONTAINING 2.26 ACRES, MORE OR LESS.

AND WHEREAS, the Developer wishes to plat said property (the "Property") and hereby submits to the City as provided by law, an accurate subdivision plat creating a subdivision to be known as ABLER INDUSTRIAL SITE REPLAT (the "Subdivision");

AND WHEREAS, new subdivisions are subject to certain required minimum improvements as specified by City ordinances;

IT IS, THEREFORE, agreed by the parties contained herein as follows:

GENERAL CONDITIONS:

1. Sanitary Sewer: All lots currently have access to City Sewer. No additional extensions of the sewer systems shall be required.

There will be a cost for connection to existing sanitary sewer as outlined in Chapter 26 of City Code.

2. Water: Water Extension District 129 will serve this Subdivision. Extension District 129 is in the design phase and will be advertised for bids in the spring of 2024. Completion of the water main extension is anticipated in June of 2024.
 - a. Developer may, at their expense, construct the first five hundred and fifty feet (550') of the 8" water main beginning at Eisenhower Avenue and running south along Highway 81 and connect the property located at 2500 North 13th Street to the new water main. All additional items that will be required for the Developer to connect to the watermain ahead of the City project being completed, shall be the sole cost of the Developer.
 - b. The City agrees to credit the developer, up to the Developers cost of construction, for the assessments on Parcels 2, 3, 4 and 5 as created in Extension District 129.
 - c. If the Developers expense to construct the five hundred fifty feet of water main together with necessary appurtenances is greater than the City's unit bid cost for the project the Developer agrees to consume the cost over City's bid prices as part of their assessment.

- d. If the Developers expense to construct the five hundred feet of water main together with necessary appurtenances is less than the City's unit bid cost for the project, the developer agrees that the cost savings will be a benefit to the City's portion of project costs.

There will be a cost for connection to existing water as outlined in Chapter 26 of City Code.

3. Street Improvements: There are no City street extensions required. Improvements to Highway 81 access shall be approved by the Nebraska Department of Transportation.
4. Sidewalks: The Developer agrees to install a five-foot-wide sidewalk on the street side(s) of each lot in the Subdivision, as provided for in Section 22-20 of the City Code.
5. Grading and Drainage: The Developer agrees to grade the Subdivision according to the grading and drainage plans approved by the City Engineer and filed in the City Engineer's office, such plans are made a part of this agreement by reference. A Standard Grading Permit shall be obtained from the City prior to commencing grading activity.

Temporary erosion control consisting of straw or hay mulch, cover crop seeding, and tackifier if needed shall be applied to all open unseeded ground within two weeks of achieving rough grade. Temporary erosion control shall be applied independent of permanent erosion control such as permanent seeding. All Storm Water Pollution Prevention measures shall be installed before, during, and following grading activity as required by Storm Water Pollution Prevention Plan, SWPPP. BMP's installations shall be modified as required during construction to meet the intended erosion control requirements of the Federal Clean Water Act. In addition to the temporary erosion control measures listed above, a wind erosion measure such as ProPlus' Floc Loc, or Terra Nova's DustCap or EarthGuard, shall be applied as needed to reduce the soil erosion caused by medium to high velocity winds.

It is the Developer's responsibility to control water and wind erosion and minimize or eliminate where possible any discharge of such from the Developer's land. Erosion control shall be installed at the earliest date allowed by the manufacturer's specifications.

6. Street Lights: **Not Applicable.**
7. Highway Corridor Overlay: The Developer shall follow the requirements of the Highway Corridor Overlay District as provided for in Chapter 27 Article VIII, Division 7 of City Code.
8. Estimated Dates of Completion: The estimated dates of completion for the above described improvements are as follows:

Grading, Paving, Water, & Sewer: June 1, 2024

9. Construction Phase Engineering Services: **Not Applicable**

MISCELLANEOUS:

1. The Developer's registered professional engineer shall provide the City with "Record Drawings" of the improvements and shall certify to the City that all construction was completed in accordance with the Standard Specifications of the City of Norfolk. Upon receipt of the said certification, the Developer will dedicate the sanitary sewer mains, water mains, and street improvements to the City for public use and maintenance.
2. The Developer agrees to pay all interest and principal on any special assessments levied by the City on the property being so subdivided as the same shall become due until such time as the property is sold. At the time any lot is conveyed to a third party, any special assessments remaining unpaid against said property, being transferred shall be paid in full at the time of the closing of the conveyance of said lot. If the Developer fails to keep special assessments current, the City may seek to collect the delinquent amount by any remedy allowed by law or in equity.
3. For all improvements to be constructed by the Developer, the Developer agrees to hold the City of Norfolk harmless from any and all liability and claims arising out of and relative to the development of the Subdivision including, but not limited to, the determination of wetlands as defined in the Federal Clean Water Act and the Water Quality permits required by the Nebraska Department of Environment and Energy.
4. The Developer agrees to specifically comply with Section 23-45-(J)-3 of the Norfolk City Code stating that "Forty-eight (48) hours" notice shall be given to the City Engineer prior to the start of construction on any improvements in the Subdivision.
5. The Developer agrees to use best efforts to keep the public right-of-way free from accumulation of water, waste material, weeds or rubbish, and to keep the finished street surfaces free from dirt that may be caused by any operations during the construction phase.
6. The Developer agrees that it will install conduit for electrical wires in the Property, including the conduit necessary for street lights. Such conduit will be installed concurrently with other electrical conduit in the Property. There will be no cost to the City for installation of electrical conduit.
7. Any contracts entered into by the Developer for the construction or installation of the improvements set forth in this agreement shall provide that the contractor or subcontractor constructing or installing such improvements shall have no recourse against the City for any costs or claims related to the construction or installation of such improvements, except where resulting from the gross negligence of the City.
8. The Developer shall use best efforts to keep such acts, responsibilities and obligations as may be necessary or appropriate to prevent and control any adverse impact on any real estate or property beyond the Property directly or indirectly caused by, attributable to, or

related to construction and installation of the improvements to be installed or constructed by the Developer under this Agreement.

9. Neither this agreement nor any obligations hereunder shall be assigned without the express written consent of the City, which may be withheld in City's sole discretion.
10. In the performance of this agreement, the Developer, its agents, contractors, subcontractors, and consultants shall not discriminate, or permit discrimination, against any person on account of disability, race, color, sex, age, political or religious opinions or affiliations, or national origin in violation of any applicable laws, rules, or regulations of any governmental entity or agency with jurisdiction over any such matter.
11. This Agreement shall run with the land and be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.
12. The Developer shall comply with the most current City codes, design standards, specifications, and policies for the design and construction of public infrastructure and all testing requirements outlined in the City's Minimum Testing Requirements for Public Improvements Policy Number 2019-01.

[SIGNATURE PAGES TO FOLLOW]

“City”

CITY OF NORFOLK, NEBRASKA
A Municipal Corporation

Josh Moenning, Mayor

ATTEST:

Brianna Duerst, City Clerk

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

STATE OF NEBRASKA)
) ss
COUNTY OF MADISON)

Before me, a Notary Public, duly qualified in and for said County and State, personally appeared Mayor Josh Moenning, and Brianna Duerst, City Clerk, on behalf of the City of Norfolk, a Municipal Corporation, known to me to be the identical persons who executed the foregoing instrument and acknowledge the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal the ____ day of _____, 20__

Notary Public

“Developer”

Flatrock Group, LLC
a Delaware Limited Liability Company

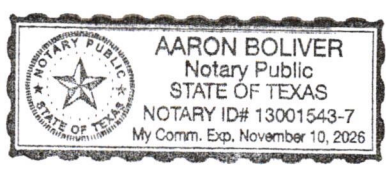
BY: *Lorri Brockman*
Lorri Brockman, Corporate Manager

Texas
STATE OF ~~NEBRASKA~~)
) ss
COUNTY OF Collin)

Before me, a Notary Public, duly qualified in and for said County and State, personally
Appeared Lorri Brockman,
known to me to be the identical persons who executed the foregoing instrument and acknowledge
the execution thereof to be her voluntary act and deed.

Witness my hand and notarial seal the 8th day of February, 2024

A. Boliver
Notary Public



City of Norfolk, 309 N. 5th Street, Norfolk, Nebraska 68701

RESOLUTION NO. 2024-7

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

A TRACT OF LAND BEING ALL OF LOTS 2 AND 3, PART OF A STREET, PART OF AN ACCESS ROAD, AND PART AN ALLEY, ALL PLATTED IN ABLER LIGHT INDUSTRY SITE, MADISON COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE N89°45'19"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 274.98 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTHERLY ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 81 THE FOLLOWING 5 COURSES: N89°54'30"E, 15.01 FEET; S13°22'33"E, 103.16 FEET; S00°12'25"E, 150.02 FEET; S89°47'17"W, 21.36 FEET; S01°39'31"E, 50.06 FEET TO THE NORTH LINE OF LOT 1, OF SAID ABLER LIGHT INDUSTRY SITE; THENCE S89°52'17"W ON SAID NORTH LINE, A DISTANCE OF 209.68 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE CONTINUING S89°52'17"W ON THE WESTERLY EXTENSION OF SAID NORTH LINE, A DISTANCE OF 34.22 FEET TO THE WESTERLY LINE OF THE ALLEY AS PLATTED IN SAID ABLER LIGHT INDUSTRIAL SITE; THENCE N15°46'55"W ON SAID WESTERLY LINE, A DISTANCE OF 556.08 FEET TO THE SOUTH RIGHT OF WAY LINE OF EISENHOWER AVENUE; THENCE N89°44'37"E ON SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 56.76 FEET TO THE NORTHWEST CORNER OF LOT 4 OF SAID ABLER LIGHT INDUSTRY SITE; THENCE SOUTHERLY ON THE WESTERLY LINE OF SAID LOT 4, THE FOLLOWING 3 COURSES: S01°05'04"E, 85.92 FEET; S15°50'55"E, 103.43 FEET; S15°37'46"E, 52.04 FEET TO THE POINT OF BEGINNING, CONTAINING 2.26 ACRES, MORE OR LESS.

WHEREAS, said property is owned by Flatrock Group, LLC., a Delaware Limited Liability Company; and

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

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

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

BE IT RESOLVED by the Mayor and City Council of the City of Norfolk, Nebraska, that the final plat of Abler Light Industrial Site Replat, City of Norfolk, Madison County, Nebraska, and its accompanying subdivision agreement, duly made, acknowledged and certified, be and the same are hereby approved and ordered filed and recorded in the office of the Register of Deeds of Madison County, Nebraska.

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

PASSED AND APPROVED this _____ day of _____, 2024.

ATTEST:

Josh Moenning, Mayor

Brianna Duerst, City Clerk

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

RESOLUTION NO. 2024-8

WHEREAS, the Mayor and City Council passed Resolution No. 2024-5 at the City's January 16, 2024, Council Meeting requesting that the Madison County Industrial Tract designation be removed from the property described as follows:

Tax Lot one (1) in the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section thirty-five (35), Township twenty-four (24), North, Range one (1) West of the Sixth (6th) P.M., AND the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼), of said Section thirty-five (35) all in Madison County, Nebraska; and

WHEREAS, Resolution No. 2024-5 also requested that Madison County schedule a hearing in March, 2024, and send notice thereof in accordance with *Nebraska Revised Statutes* §13-1121; and

WHEREAS, the original industrial tract as described above has been further subdivided since its creation and Madison County has requested that the City pass a Resolution to further describe the County Industrial Tract referenced in Resolution No. 2024-5 by including the following separate legal descriptions, which have been provided by the Madison County Clerk, for parcels within the County Industrial Tract:

- 1) #590170198 - Nebraska Livestock Sales LLC, this tract is included in the legal description on Corporation Warranty Deed recorded in 2006-03, page 0420-0421 & is part of the survey by Richard C. Johnson recorded in Cabinet 5 of Plats, page 129A (as provided by Diane). A better legal for this tract than what the GIS has it as is: Tax Lot 1 in the SW 1/4 of the NW 1/4 of 35- 24N-1W less that part platted as Southfork Industrial Park, a subdivision in Madison County, Nebraska.
- 2) #590170236 - TVG Capital Holdings LLC, included as part of Parcel 1 described on Trustee's Deed recorded in Book 2021, page 00162. It is Lot 1 of Southfork Industrial Park, a subdivision in Madison County, Nebraska less that part of said lot lying in the North 1/2 of the Northwest 1/4 of 35-24N-1W.
- 3) #590116150 - TVG Capital Holdings LLC, included as part of Parcel 1 described on Trustee's Deed recorded in Book 2021, page 00162. It is Lots 2 & 3 of Southfork Industrial Park, a subdivision in Madison County, Nebraska less that part of said lots that was originally part of Tax Lot 2 in SW 1/4 NW 1/4 of 35-24N-1W.

- 4) 4) #590170201 - Edwin Kay Farms, LLC, Lot 4, Southfork Industrial Park, a subdivision in Madison County, Nebraska as per Partnership Warranty Deed recorded in Book 2018, page 04793.
- 5) #590169947 - Rolling Meadow Ranch of North Carolina LLC, part of the SE 1/4 NW 1/4 of 35-24N-1W as described in Warranty Deed recorded in Book 2023, page 03884.

The Southeast Quarter of the Northwest Quarter (SE¹/₄ NW¹/₄) of Section Thirty-five (35), Township Twenty-four (24) North, Range One (1) West of the 6th P.M., Madison County, Nebraska, EXCEPT that part of said SE¹/₄ NW¹/₄ Section 35, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska bounded as follows: On the North by the South line of Lot Three (3), Southfork Industrial Park, Madison County, Nebraska; on the East by the West line of Lot Four (4), Southfork Industrial Park, Madison County, Nebraska; on the South by the North line of Monroe Avenue; on the West by the East line of the SW¹/₄ NW¹/₄ of said Section 35; AND EXCEPT that part of Lots 1, 2, and 3, Southfork Industrial Park, Madison County, Nebraska lying in the SE¹/₄ NW¹/₄ of said Section 35; AND EXCEPT Lot 4, Southfork Industrial Park, Madison County, Nebraska; AND EXCEPT that part of vacated Pine Street-Industrial Road formerly known as Roach Avenue, vacated by Ordinance No. 4549 passed and approved August 20, 2001 by the City of Norfolk, Nebraska, and more particularly described as follows: A tract of land wholly in the NW¹/₄ of said Section 35 and described as follows: Beginning at the Northeast corner of Lot 1, Southfork Industrial Park, a subdivision in Madison County, Nebraska; thence South 100.24 feet; thence East 6.0 feet; thence South 1,123.0 feet along the West right of way of South Pine Industrial Road to the Southeast corner of Lot 3, Southfork Industrial Park; thence East 60.0 feet; thence North 1,223.24 feet along the East right of way of South Pine Industrial Road to a point 66 feet East of the Northeast corner of said Lot 1; thence West 66.0 feet to the Point of Beginning.

- 6) #590116169 - Nebraska Livestock Sales LLC, this tract is also included in the legal description on Corporation Warranty Deed recorded in 2006-03, page 0420-0421 & is part of the survey by Richard C. Johnson recorded in Cabinet 5 of Plats, page 129A (as provided by Diane). A better legal for this tract than what the GIS has it as is: part of the SE 1/4 of the NW 1/4 of 35-24N-1W lying to the South and West of Southfork Industrial Park, a subdivision in Madison County, Nebraska and lying North of the North right-of-way of Monroe Avenue.
- 7) #590042519 - TVG Capital Holdings LLC (part of Vacated Pine Street-Industrial Road) - that part of the legal description of Parcel 2 of Trustee's Deed recorded in Book 2021, page 00162 lying in the SE 1/4 NW 1/4 of 35-24N-1W.

Parcel 2: That part of vacated Pine Street-Industrial Road formerly known as Roach Avenue vacated by Ordinance No. 4549 passed and approved August 20, 2001 by the City of Norfolk, Nebraska and more particularly described as follows: A tract of land

lying all in the Northwest Quarter (NW ¼) of Section Thirty-Five (35), Township Twenty-Four (24) North, Range One (1) West of the 6th P.M., Madison County, Nebraska, more particularly described as follows: Beginning at the Northeast corner of Lot One (1), Southfork Industrial Park, a subdivision in Madison County, Nebraska; thence South 100.24 feet; thence East 6.0 feet; thence South 1,123 feet along the West right of way line of South Pine Industrial Road to the Southeast corner of Lot Three (3), Southfork Industrial Park; thence East 60.0 feet; thence North 1,223.24 feet along the East right of way South Pine Industrial Road to a point 66 feet East of the Northeast corner of said Lot One (1); thence West 66.0 feet to the point of beginning; and

WHEREAS, the City is desirous of amending Resolution No. 2024-5, at Madison County's request, to supplement the legal description contained therein with the above legal descriptions provided by the Madison County Clerk.

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

BE IT RESOLVED by the Mayor and City Council of the City of Norfolk, Nebraska, that the legal description for the County Industrial Tract contained in Resolution No. 2024-5 be supplemented with the legal descriptions set forth herein provided by Madison County.

PASSED AND APPROVED this _____ day of February, 2024.

ATTEST:

Josh Moenning, Mayor

Brianna Duerst, City Clerk

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



Norfolk Parks and Recreation Master Plan

Norfolk Parks and Recreation

Findings and Preliminary Recommendations Presentation to City Council



Agenda

- Where we are in the process
- Community engagement findings
- Key issues and themes
- Preliminary recommendations
- Next steps

Comprehensive Master Plan Process

Where Are We Today?



Site & facility assessments
Park classification and level of service standards
Related plans review
Program review
GIS Mapping

Where Are We Going Tomorrow?

Statistically-valid survey
Online survey
Demographics and trends analysis
Benchmark analysis
Stakeholder interviews and focus groups
Public meeting

How Do We Get There?

Needs prioritization
Operational review
Capital improvement planning
Funding and revenue planning
Strategic action plan

 = Completed
 = In Progress



Facility and Amenity Priorities

PRIORITY INVESTMENT RATING
EQUALLY MEASURES IMPORTANCE
AND NUMBER OF RESIDENTS THAT
HAVE AN UNMET NEED

Top Priorities Based on PIR Analysis

FACILITIES AND AMENITIES

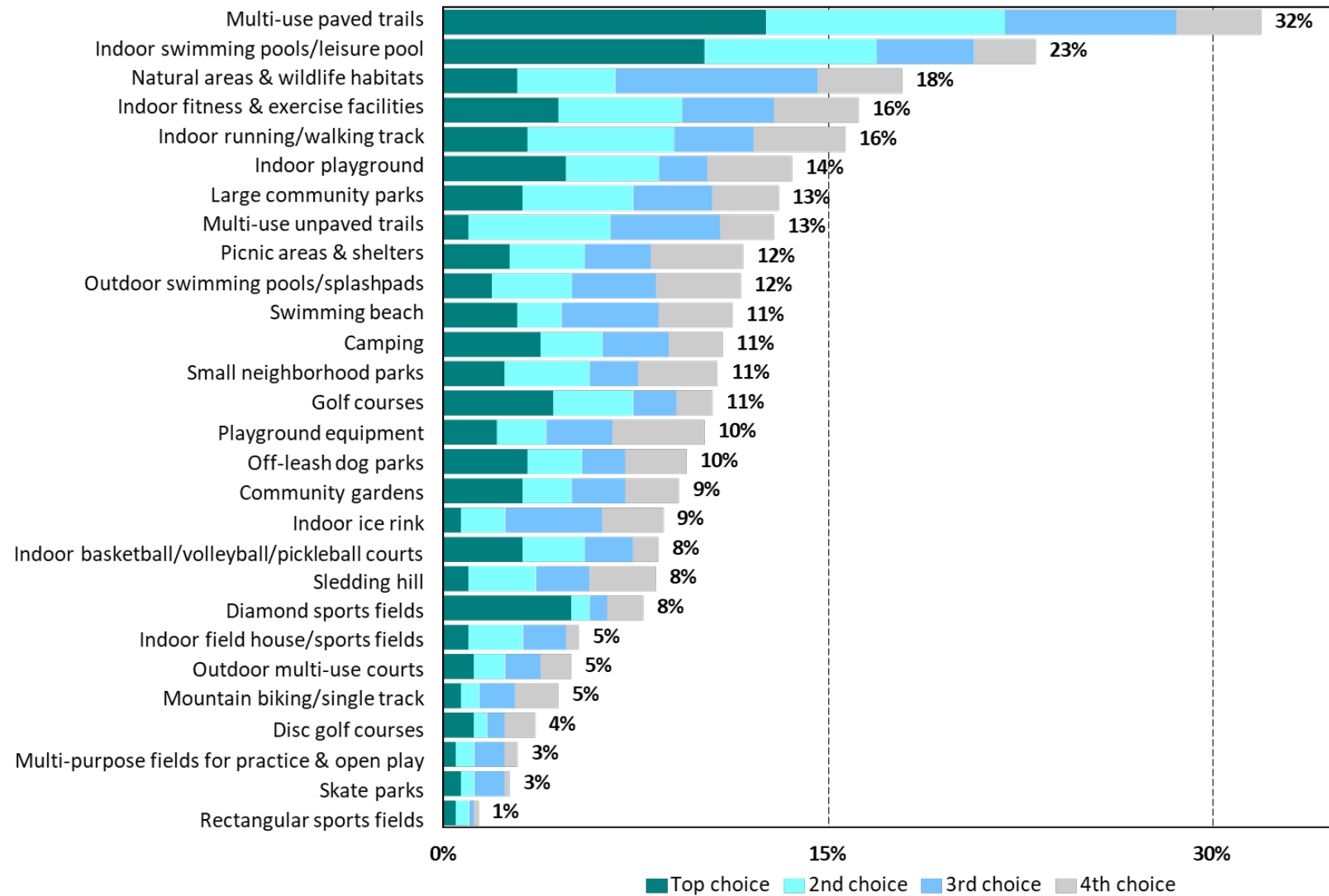
1. Multi-use paved trails
2. Indoor swimming pools/leisure pool
3. Natural areas & wildlife habitats
4. Swimming beach
5. Indoor running/walking track
6. Sledding hill
7. Indoor playground
8. Multi-use unpaved trails
9. Indoor fitness & Exercise facilities

RECREATION PROGRAMS

1. Adult fitness and wellness programs
2. Nature programs
3. Outdoor adventure
4. Fishing programs
5. Active senior programs

Q13. Facilities/Amenities Most Important to Households.

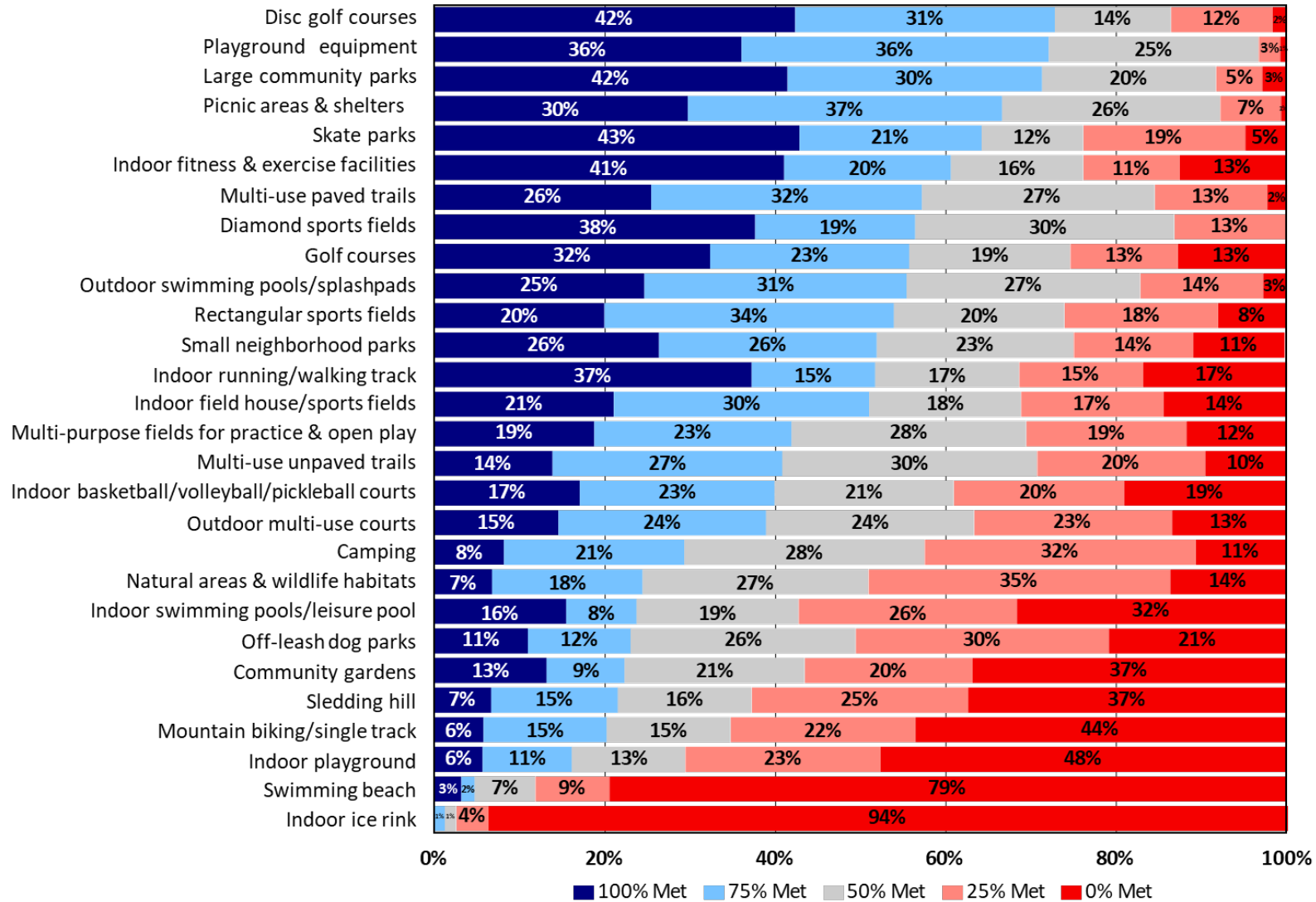
by percentage of respondents who selected the items as one of their top four choices



ETC Institute (2023)

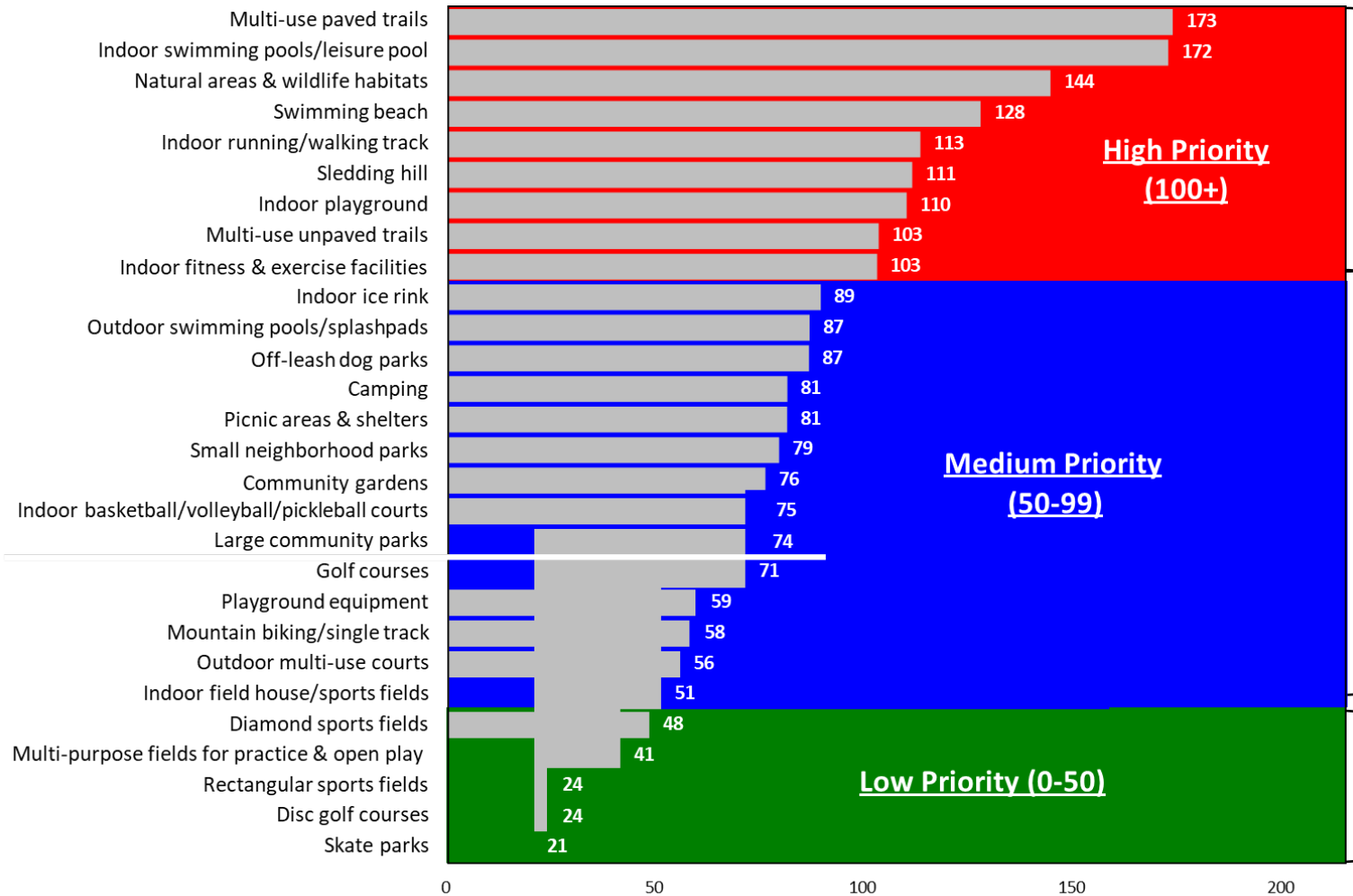
Q12b. How Well Needs Are Being Met for Recreation Facilities or Amenities

by percentage of respondents



ETC Institute (2023)

Top Priorities for Investment for Facilities/Amenities Based on Priority Investment Rating



Top Priorities
(high importance/higher unmet need)

Continued Emphasis
(high importance/lower unmet need)

Lower Immediate Need
(lower importance/lower unmet need)

ETC Institute (2023)

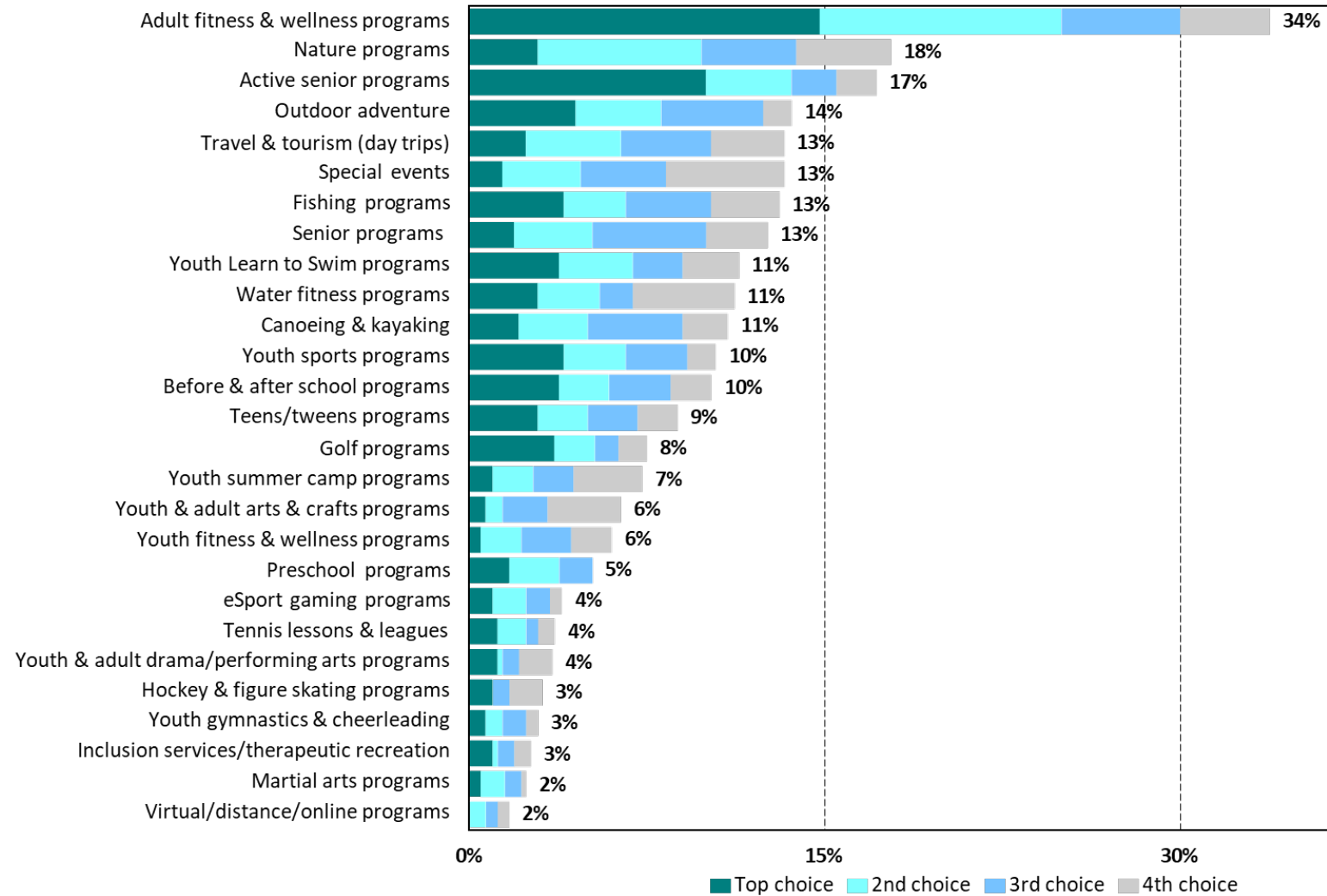


Program Priorities

UNMET NEEDS AND PRIORITIES
FOR PROGRAMS

Q15. Programs Most Important to Households.

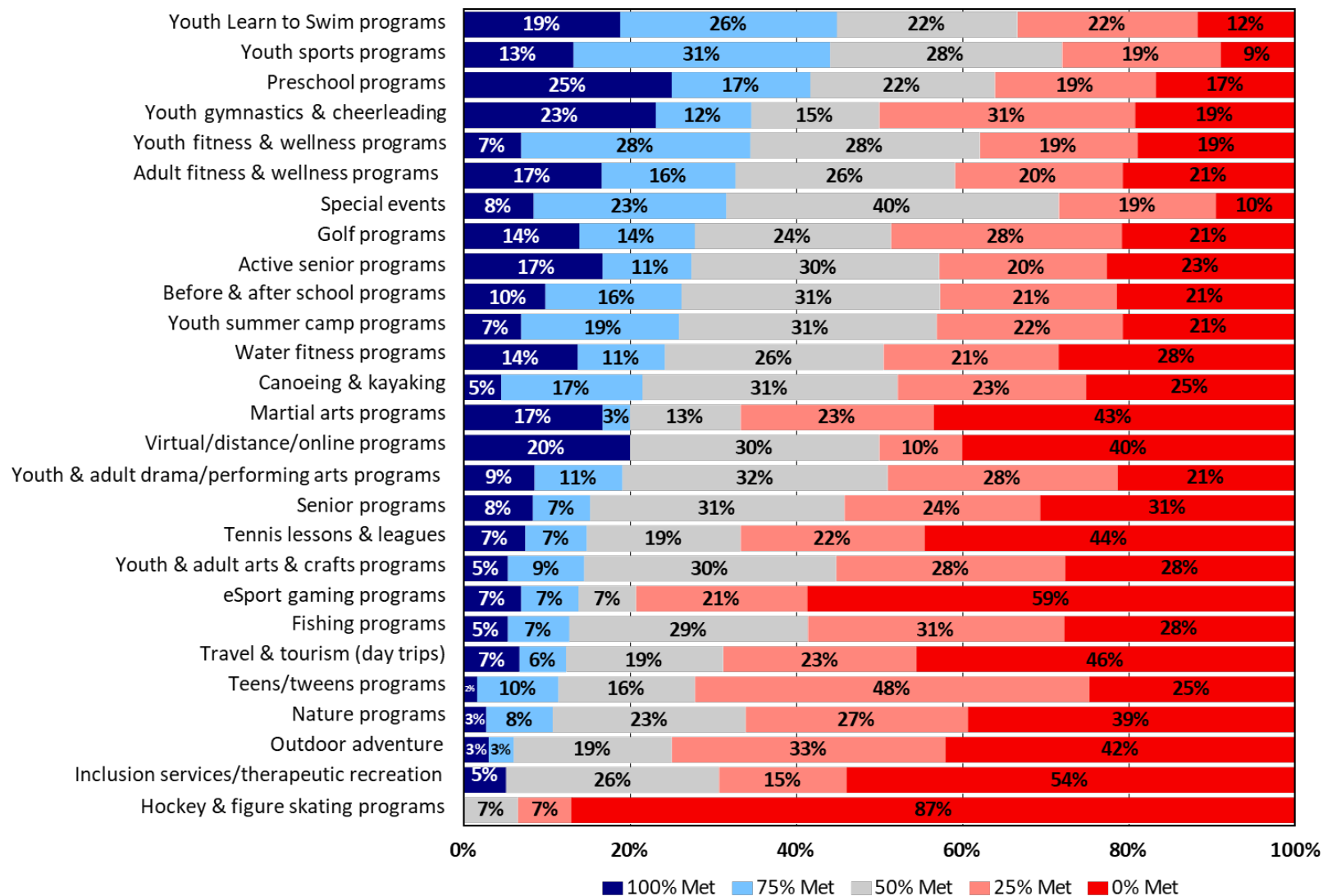
by percentage of respondents who selected the items as one of their top four choices



ETC Institute (2023)

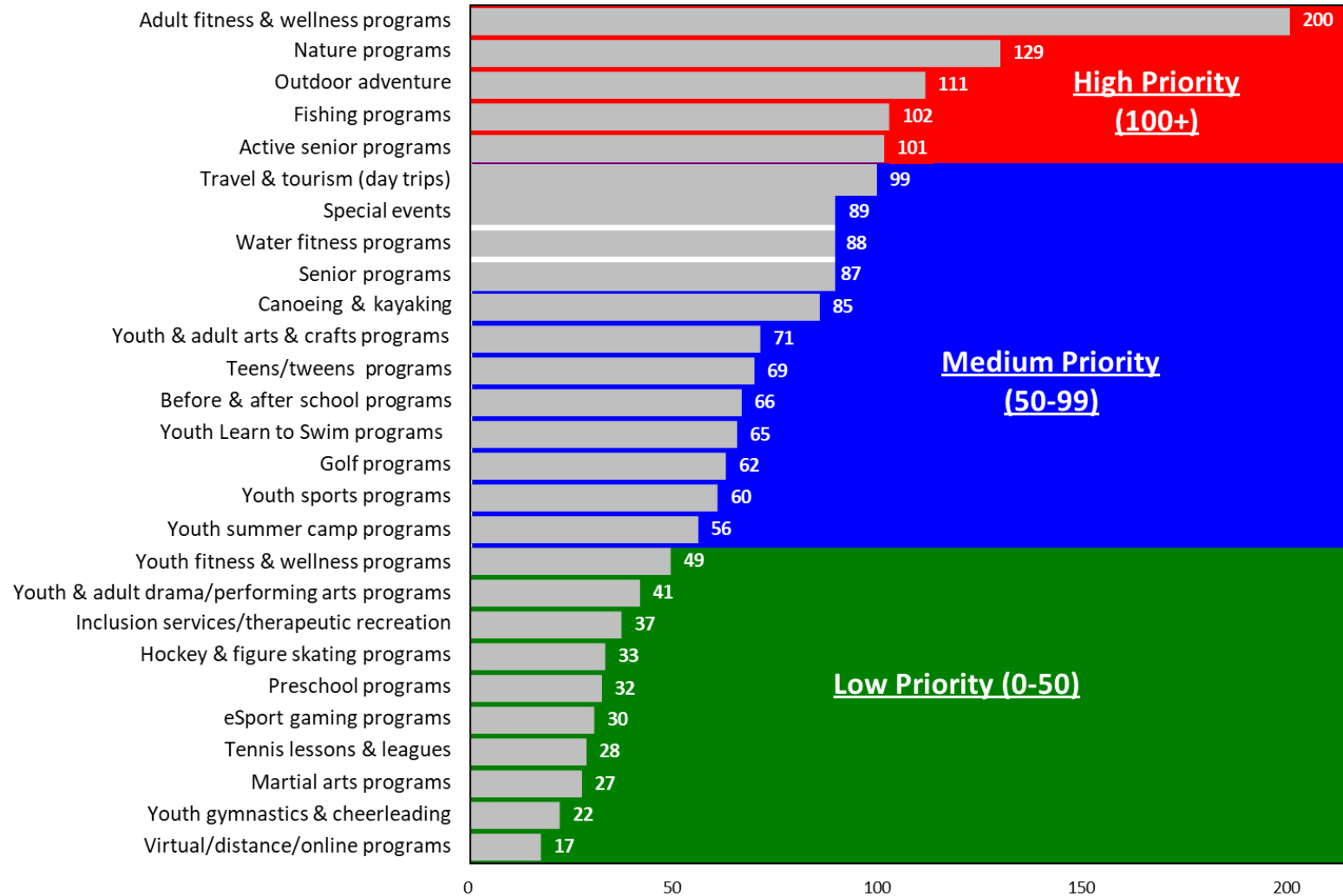
Q14b. How Well Needs Are Being Met for Recreation Programs

by percentage of respondents



ETC Institute (2023)

Top Priorities for Investment for Programs Based on Priority Investment Rating

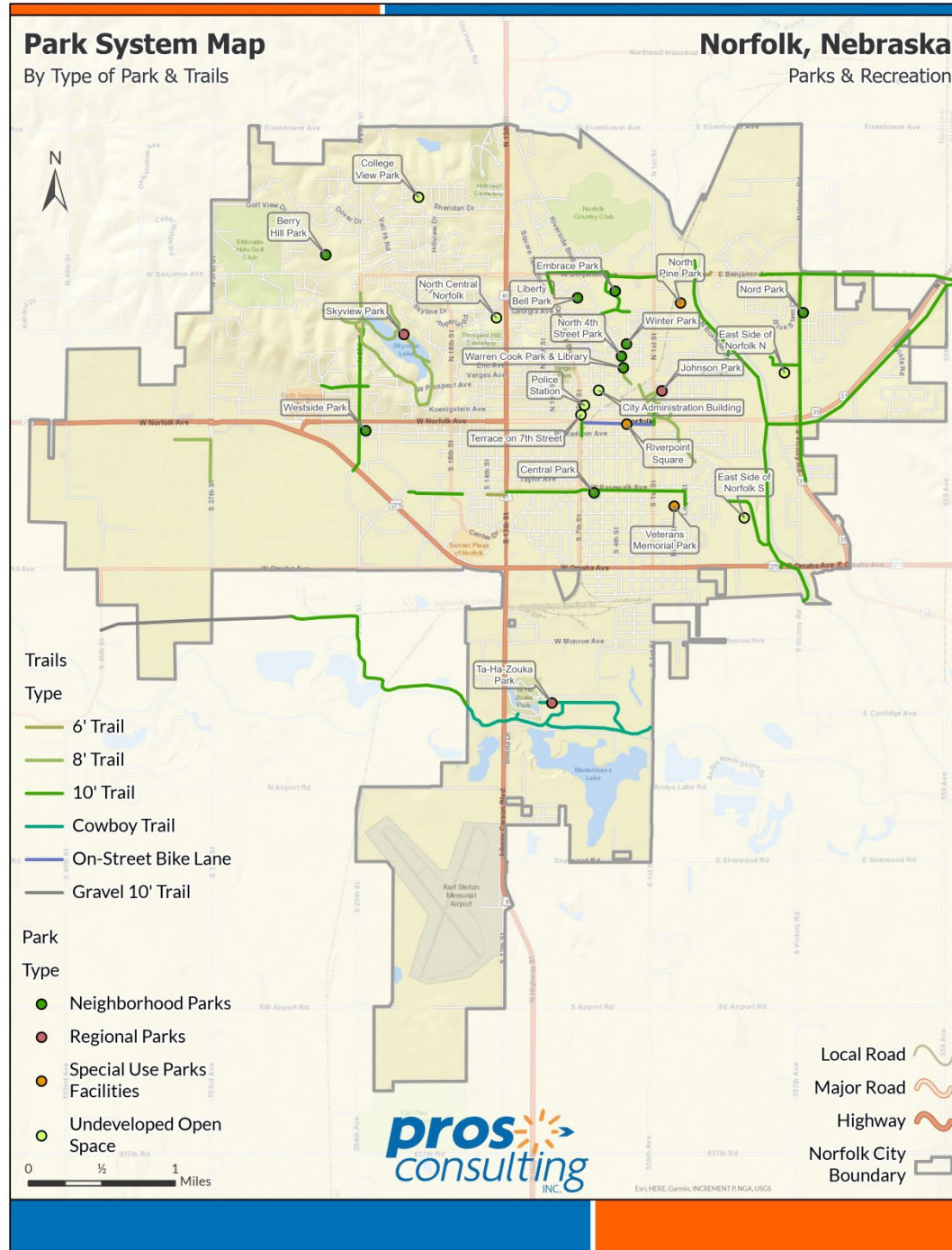


Top Priorities
(high importance/higher unmet need)

Continued Emphasis
(high importance/lower unmet need)

Lower Immediate Need
(lower importance/lower unmet need)

Diversity and Equity of Parkland



CAPITAL IMPROVEMENT PLAN

(Upcoming Action Item)

Proposed Three-tier Plan for Improvements:

1. Sustainable Alternatives

Prioritized spending within existing budget targets; focused on deferred maintenance and lifecycle replacement of assets and amenities within the existing parks system.

2. Expanded Services Alternatives

Extra services or capital improvement that should be undertaken when additional funding is available. This includes strategically enhancing and renovating existing parks and facilities to better meet the park and recreational needs of residents that would require additional operational or capital funding.

3. Visionary Alternatives

Represents the complete set of services and facilities desired by the community. It is fiscally unconstrained but can help provide policy guidance by illustrating the ultimate goals and by providing a long-range look to address future needs and deficiencies. Funding for visionary projects would be derived from partnerships, private investments and new tax dollars.

Utilize local historical cost info to develop estimates of probable cost.



Themes

Key Issues and Themes

Parks and Trails

- Complete a connected trail system throughout the City to support health and wellness.
- Activate existing parks through more indoor and outdoor year-round programming.
- Continue to improve existing parks through responsible capital improvements.

Recreation

- Need to provide indoor recreation program and aquatic spaces.
- Expand core programs to meet the community needs.
- Marketing and communication enhancement needs to encourage more community use of the parks and programs available.

Key Issues and Themes

Operations and Staffing

- Maintain what the City already owns through effective park maintenance management.
- Ensure staffing is adequate for the maintenance and operations of parks and facilities, as well as program service delivery.
- Upgrade commercial equipment to reduce staffing needs.

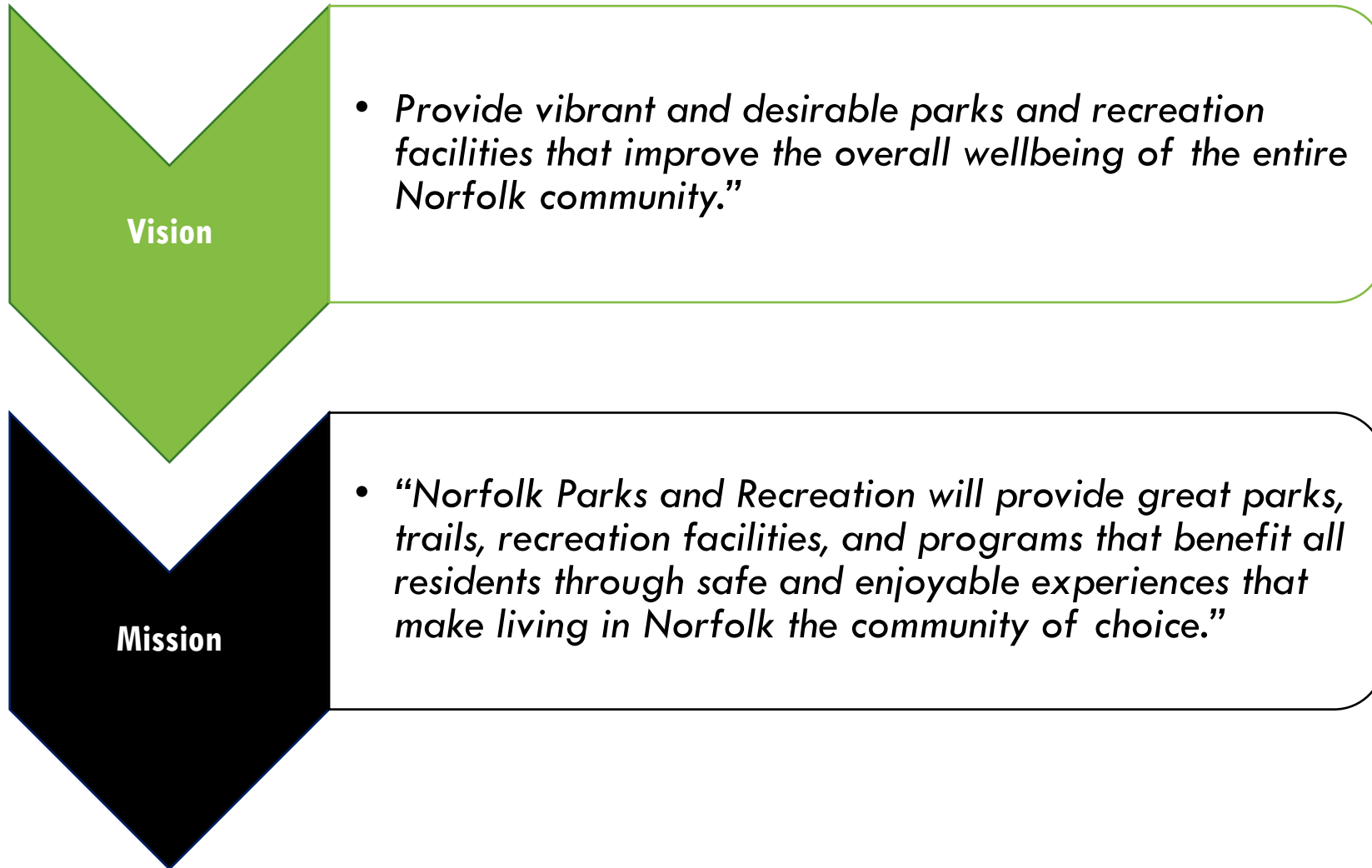
Funding

- Seek earned income to help offset operational costs.
- Expand partnerships, especially for indoor space.



Action Plan Playbook

Vision and Mission





Parkland and Trails

OUR VISION FOR PARKLAND AND TRAILS IS TO CREATE A BALANCE OF PARK SPACE DEDICATED TO NEIGHBORHOOD PARKS, COMMUNITY PARKS, AND TRAILS EQUITABLY TO ENSURE A QUALITY EXPERIENCE FOR ALL USERS OF THE SYSTEM.

Goal: Make parks and trails the centerpiece of how the city is viewed with quality park design and amenities that makes living in Norfolk an inviting and healthy experience.

Strategies

- Provide the capital investment needed to enhance existing community and neighborhood parks in the system to bring them up to a higher recreational experience over a ten-year period.
- Continue to implement the trail master plan and prioritize which areas are updated over a ten-year period to create an easy-to-understand system of trails and on street sidewalks that allow any user to walk, run or bike in a safe environment.
- Consider acquiring park land for a community park in the west and east part of the city to support the new development occurring in those areas of the city.

Strategies

- Develop consistent signage, education and branding of the park system that includes existing parks, trails, and major attractions to make it easy for residents and visitors to access the facilities and amenities provided.
- Establish a standard for land in the city under parks that will be left in a natural state.
- Develop additional sports complexes to accommodate the need and demand for soccer and softball tournaments.



Facilities

OUR VISION FOR RECREATION FACILITIES IS TO PROVIDE INDOOR PROGRAMABLE SPACES THAT SUPPORT A YEAR-ROUND USER NEED IN THE COMMUNITY AND PROVIDES SUPPORT FOR THE CORE RECREATION SERVICES BEING PROVIDED BY THE NORFOLK PARKS AND RECREATION DEPARTMENT.

Goal: Meet the desired program unmet needs outlined in the citizen survey as priorities for the parks and recreation system to build on for the future.

Strategies

- Implement the program recommendations outlined in the master plan that require both indoor space and outdoor space for year-round programming.
- Update pricing policies and partnership policies to create equity between partners and user groups for the level of benefit received beyond what a general taxpayer receives to offset operational and maintenance costs.
- Establish partnership policies for public/public partnerships, public/not-for-profit partnerships, and public/private partnerships.
- Establish key performance indicators for all operational divisions within the parks and recreation department to demonstrate efficiency and effectiveness.

Strategies

- Use technology to enhance effectiveness and efficiency of the Department will be instituted at a higher level of impact to support the user experience with the Department's services and amenities.
- Create a volunteer program to assist with park maintenance and support for hosting special events downtown.
- Ensure staffing of park maintenance is aligned with community expectations.



Programming

OUR VISION FOR PROGRAMS AND SERVICES IS TO ACTIVATE MORE PARK AND RECREATION FACILITIES THAT SERVE A WIDER AUDIENCE AND PROVIDE RESIDENTS THE ABILITY TO CONNECT TO THE SYSTEM.

Goal: High quality recreation programs and amenities are well developed, delivered, and utilized to build a strong user base.

Strategies

- Increase the number of core programs to eight (8) over the next five years to support the recreation needs of the community.
- A cost-of-service study is conducted on any new programs or facilities to determine the cost of operations and cost effectiveness of each program and amenity operated.
- Develop special events in the city that bring the community together and celebrate living in Norfolk.

Strategies

- Develop a feasibility study for an indoor program center, as well as development of an indoor pool.
- Park amenity utilization, cost recovery and user satisfaction of amenities and facilities are optimized through scheduling, staffing and amenity access and through effective fee policies.
- Establish an effective marketing plan to enhance the use of all public mediums to encourage more community awareness, use, and appreciation for program services.



Financial and Operations

OUR VISION FOR FINANCIAL MANAGEMENT AND OPERATIONS IS TO MAXIMIZE THE VALUE OF ALL PARKS AND RECREATION FACILITIES TO ACHIEVE THE HIGHEST VALUE OF USE AND RETURN ON INVESTMENT.”

Goal: Complete the development of the long-term capital improvements outlined in the master plan over a ten-year period, as well as maintain a cost recovery exceeding 20%.

Strategies

- Determine the capital priorities for the key parks in the system that enhances value and use for users and visitors to the parks.
- Work with the downtown community to expand volunteer opportunities to assist with maintenance and hosting events downtown and at Johnson Park.
- Consider the creation of a Park Foundation to increase the capital and operational dollars to support the system as a strategic funding partner.

Strategies

- Consider land leases on excess park property for commercial investment to generate revenue to offset operational costs near the Johnson Park White Water feature for viewing purposes and food and beverage opportunities to generate revenue to support the park.
- Consider a land dedication ordinance on new development in underserved park areas of the city to develop a new community park to serve that area of the city.
- Consider an impact fee on new development to cover capital costs for future city-side park attractions.



Next Steps

- Capital improvement planning
- Funding and revenue planning
- Finalize action plan

RESOLUTION
NO. 2024-9

WHEREAS, the City of Norfolk intends to partner with Madison County in a planning grant from the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program offered by the US Department of Transportation (“the agency”) utilizing funds from the Bipartisan Infrastructure Law (BIL); and

WHEREAS, the purpose of the RAISE Grant is to invest in surface transportation that will have a significant local or regional impact; and support projects that are consistent with the Department’s strategic goals to improve safety, economic strength and global competitiveness, equity, and climate and sustainability; and

WHEREAS, matching funds are proposed for the application and current budgeted funds would be used for the local match if the grant is awarded; and

WHEREAS, there is an increasing number of truck traffic through the City of Norfolk as a result of substantial new industrial development on the north side of town.

WHEREAS, the RAISE grant program will allow Madison County to apply for a planning grant and, if awarded, to implement funds for the planning, preliminary design, and initial environmental review for the Northwest Industrial Loop project. The proposed project would extend Industrial Highway from Hwy 81 west for approximately six (6) miles, then south to Hwy 275 west of Norfolk, while also looking at alternatives to improve 549th Avenue north from this point. The loop would allow for heavy truck traffic to circumvent Norfolk and significantly decrease the amount of truck traffic traveling along Hwy 275 and Hwy 81 through town in the busy business and residential areas. By decreasing truck traffic through town, there will be enhanced safety along the highway corridors in town. The project would provide a more efficient route for trucks traveling to the major industrial areas north of Norfolk, and would boost the potential for economic growth on the north side of town.

WHEREAS, the City of Norfolk supports the proposed Northwest Industrial Loop and will provide a letter to the agency to demonstrate support.

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

BE IT RESOLVED by the Mayor and City Council of the City of Norfolk, Nebraska that the City of Norfolk is hereby authorized to partner with Madison County for a RAISE grant from the US Department of Transportation.

BE IT FURTHER RESOLVED, that the mayor and city staff are hereby authorized to execute the grant application and all related documents.

PASSED AND APPROVED this _____ day of February, 2024.

ATTEST:

Josh Moenning, Mayor

Brianna Duerst, City Clerk

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

Josh Moenning
Mayor

jmoenning@norfolkne.gov

February 15, 2024

Secretary Pete Buttigieg
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Subject: Madison County Northwest Industrial Loop
2024 RAISE Planning Grant Application

Honorable Secretary Buttigieg,

On behalf of the City of Norfolk, NE, I offer our full support of Madison County's planning grant application to the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program offered by the US Department of Transportation. If Madison County is successful in its grant application, the funding would propel forward the design, permitting, and public outreach efforts to achieve the goal of the Northwest Industrial Loop of Norfolk project.

The City of Norfolk is located within Madison County Nebraska and its City Limit is within ½ mile of the proposed Northwest Industrial Loop Project. The project aligns with the City's goals to improve safety along the highway corridors through town and to promote economic growth. Madison County's proposed loop would direct the heavy truck traffic around the west and north side of town and would connect with the existing Industrial Highway that runs east and south around the east side of town. This would also give traffic direct access to the new industrial areas in this area and promote economic growth for industry. With a large portion of the truck traffic routed around Norfolk, this would reduce the amount of trucks traveling along the highway corridors in town and improve the safety of pedestrians and vehicular traffic using these corridors.

On behalf of the City of Norfolk, I respectfully request your favorable consideration of the Madison County planning grant funding request being submitted for the Northwest Industrial Loop of Norfolk through the 2024 RAISE grant program.

Sincerely,

CITY OF NORFOLK

Josh Moenning, Mayor



Date of Issuance:	Effective Date:	February 20, 2024
Owner: City of Norfolk, NE	Owner's Contract No.:	
Contractor: A & R Construction	Contractor's Project No.:	
Engineer:	Engineer's Project No.:	
Project: West Michigan Avenue & 8th Street Reconstruction	Contract Name:	West Michigan Avenue & 8th Street Reconstruction

The Contract is modified as follows upon execution of this Change Order:
Description:

Attachments: See spreadsheet

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>2,928,366.53</u>	Original Contract Times: _____ Substantial Completion: <u>October 1, 2023</u> Ready for Final Payment: <u>October 1, 2024</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : \$ <u>54,838.08</u>	[Increase] [Decrease] from previously approved Change Orders No. to No. ____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>2,983,204.61</u>	Contract Times prior to this Change Order: Substantial Completion: <u>October 1, 2023</u> Ready for Final Payment: <u>October 1, 2024</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>103,628.84</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order: \$ <u>3,086,833.45</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>October 1, 2023</u> Ready for Final Payment: <u>October 1, 2024</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>Nick Hoffman, PE</u> Engineer (if required)	By: _____ Owner (Authorized Signature)	By: <u>[Signature]</u> Contractor (Authorized Signature)
Title: <u>Project Engineer</u>	Title: _____	Title: <u>President</u>
Date: <u>2/16/2024</u>	Date: _____	Date: <u>2-14-24</u>

Approved by Funding Agency (if applicable)

By: _____
Title: _____

Date: _____

Change Order Estimate

Project Name: West Michigan Avenue & 8th Street Reconstruction		Project Number:							
Owner: City of Norfolk, NE		Change Order Number: 2							
Contractor: A & R Construction		Effective Date: 2/20/2024							
Item				Current Contract Items		Change Order Information		Revised Contract Items	
Bid Item No.	Description	Unit Price	Unit	Original Item Quantity (+ previous CO's)	Original Item Value (+ previous CO's)	Item Quantity (current CO)	Total Increase/Decrease of Item (\$)	New Item Quantity (w/ current CO)	New Item Value (\$)
Schedule A - Paving Items									
1	Mobilization	\$44,000.00	LS	1	\$44,000.00		\$0.00	1	\$44,000.00
2	Unclassified Excavation	\$14.00	CU YD	1,641	\$22,974.00		\$0.00	1641	\$22,974.00
3	Removal & Disposal of Unsuitable Material	\$17.00	CU YD	1,300	\$22,100.00	208	\$3,536.00	1508	\$25,636.00
4	Excavation (Borrow)	\$13.00	CU YD	1,690	\$21,970.00	-1541.8	(\$20,043.40)	148.2	\$1,926.60
5	Granular Backfill (Crushed Concrete)	\$11.00	CU YD	1,690	\$18,590.00	-182	(\$2,002.00)	1508	\$16,588.00
6	Remove & Transport ₁ Concrete Pavement	\$11.21	SQ YD	10,841	\$121,527.61	708	\$7,936.68	11549	\$129,464.29
7	Remove & Transport ₁ Concrete Sidewalk	\$9.36	SQ YD	7,005	\$65,566.80	98	\$917.28	7103	\$66,484.08
8	Remove and Transport ₁ Asphalt Pavement	\$9.36	SQ YD	1,195	\$11,185.20		\$0.00	1195	\$11,185.20
9	Remove & Transport ₁ Concrete Trench Drain	\$9.36	SQ FT	161	\$1,506.96		\$0.00	161	\$1,506.96
10	7" Non-Doweled Concrete Pavement w/ 6" Curb	\$61.24	SQ YD	5,400	\$330,696.00	-139	(\$8,512.36)	5261	\$322,183.64
11	9" Doweled Concrete Pavement w/ 6" Curb	\$77.11	SQ YD	4,332	\$334,040.52	666	\$51,355.26	4998	\$385,395.78
12	9" Concrete Driveway (Commercial/Industrial)	\$68.11	SQ YD	1,513	\$103,050.43	287	\$19,547.57	1800	\$122,598.00
13	6" Concrete Driveway (Residential)	\$69.44	SQ YD	441	\$30,623.04	113	\$7,846.72	554	\$38,469.76
14	4" Concrete Sidewalk	\$64.36	SQ YD	2,620	\$168,623.20	-58	(\$3,732.88)	2562	\$164,890.32
15	4" Colored Concrete Sidewalk	\$174.21	SQ YD	13	\$2,264.73		\$0.00	13	\$2,264.73
16	6' Concrete Trench Drains	\$621.14	LF	59	\$36,647.26		\$0.00	59	\$36,647.26
17	Type B Detectable Warning Panel	\$44.00	SQ FT	180	\$7,920.00	10	\$440.00	190	\$8,360.00
18	4" Foundation Course (Transport ₂ & Install)	\$7.00	SQ YD	3,196	\$22,372.00	-278	(\$1,946.00)	2918	\$20,426.00
19	7" Foundation Course (Transport ₂ & Install)	\$7.00	SQ YD	5,627	\$39,389.00	-778	(\$5,446.00)	4849	\$33,943.00
20	9" Foundation Course (Transport ₂ & Install)	\$7.00	SQ YD	5,616	\$39,312.00	165	\$1,155.00	5781	\$40,467.00
21	Foundation Course (Transport ₂ & Install)	\$22.00	Ton	150	\$3,300.00		\$0.00	150	\$3,300.00
22	12" Subgrade Placement & Preparation	\$3.36	SQ YD	11,242	\$37,773.12	-627	(\$2,106.72)	10615	\$35,666.40
23	Temporary Milled Asphalt Surfacing	\$15.00	SQ YD	28	\$420.00	-28	(\$420.00)	0	\$0.00
24	CIP Retaining Wall	\$87.32	LF	187	\$16,328.84	66	\$5,763.12	253	\$22,091.96
25-CO1	8" Pavement with Integrated 6" Curb	\$77.11	SQ YD	128	\$9,878.08	228	\$17,581.08	356	\$27,459.16
26-CO1	Fabric	\$4.00	SQ YD	11,242	\$44,968.00	-627	(\$2,508.00)	10615	\$42,460.00
27-CO2	2" Conduit under Drives for Sprinklers	\$18.12	LF	0	\$0.00	150	\$2,718.00	150	\$2,718.00
Subtotal Schedule A - Paving					\$1,557,018.79		\$72,079.35		\$1,629,098.14
Schedule B - Water Main									
1	8" DIP Water main	\$79.66	LF	1,700	\$135,422.00		\$0.00	1700	\$135,422.00
2	6" DIP Water main (FH Lead)	\$64.11	LF	61	\$3,910.71		\$0.00	61	\$3,910.71
3	1" Water Service	\$1,516.14	EACH	10	\$15,161.40	10	\$15,161.40	20	\$30,322.80
4	2" Water Service	\$2,746.12	EACH	1	\$2,746.12		\$0.00	1	\$2,746.12
5	6" Gate Valve w/ Box	\$1,655.21	EACH	1	\$1,655.21		\$0.00	1	\$1,655.21
6	8" DIP 45 Bends	\$505.00	EACH	8	\$4,040.00	-2	(\$1,010.00)	6	\$3,030.00
7	8" Gate Valve w/ Box	\$2,588.00	EACH	14	\$36,232.00		\$0.00	14	\$36,232.00
8	8"x8" MJ Cross	\$880.00	EACH	1	\$880.00		\$0.00	1	\$880.00
9	8"x6"x8" Tee	\$609.00	EACH	5	\$3,045.00	2	\$1,218.00	7	\$4,263.00
10	8"x8"x8" Tee	\$618.00	EACH	3	\$1,854.00	1	\$618.00	4	\$2,472.00
11	8"x4" Reducer	\$403.00	EACH	3	\$1,209.00	-1	(\$403.00)	2	\$806.00
12	8"x6" Reducer	\$423.00	EACH	4	\$1,692.00	-1	(\$423.00)	3	\$1,269.00
13	Encasement Pipe	\$364.11	LF	148	\$53,888.28		\$0.00	148	\$53,888.28
14	Fire Hydrant & 6" Gate Valve	\$7,156.00	EACH	4	\$28,624.00		\$0.00	4	\$28,624.00
15	Water main Valve Adjustment	\$530.00	EACH	4	\$2,120.00		\$0.00	4	\$2,120.00
16	Fire Hydrant Relocation	\$1,579.00	EACH	2	\$3,158.00		\$0.00	2	\$3,158.00
17	Connect to Existing Water Main	\$1,241.00	EACH	2	\$2,482.00		\$0.00	2	\$2,482.00

Item				Current Contract Items		Change Order Information		Revised Contract Items	
Bid Item No.	Description	Unit Price	Unit	Original Item Quantity (+ previous CO's)	Original Item Value (+ previous CO's)	Item Quantity (current CO)	Total Increase/Decrease of Item (\$)	New Item Quantity (w/ current CO)	New Item Value (\$)
18	Remove & Stockpile Fire Hydrant	\$360.00	EACH	3	\$1,080.00		\$0.00	3	\$1,080.00
19	Remove & Dispose Water Valve	\$360.00	EACH	8	\$2,880.00	1	\$360.00	9	\$3,240.00
20	Remove & Dispose Water main	\$10.00	LF	1,644	\$16,440.00		\$0.00	1644	\$16,440.00
21	Remove & Dispose Water Valve Manhole	\$1,251.00	EACH	2	\$2,502.00		\$0.00	2	\$2,502.00
Subtotal Schedule B - Water Main					\$321,021.72		\$15,521.40		\$336,543.12
Schedule C - Sanitary Sewer									
1	48" Sanitary Sewer Manhole	\$6,521.00	EACH	5	\$32,605.00		\$0.00	5	\$32,605.00
2	12" PVC Sanitary Sewer	\$72.00	LF	915	\$65,880.00	165	\$11,880.00	1080	\$77,760.00
3	8" PVC Sanitary Sewer	\$59.33	LF	815	\$48,353.95		\$0.00	815	\$48,353.95
4	4" Sanitary Sewer Service	\$1,110.00	EACH	11	\$12,210.00	8	\$8,880.00	19	\$21,090.00
5	Connect to Existing Sanitary	\$532.00	EACH	7	\$3,724.00		\$0.00	7	\$3,724.00
6	Adjust Sanitary Sewer Manhole	\$500.00	EACH	2	\$1,000.00		\$0.00	2	\$1,000.00
7	Remove 8" Sanitary Sewer	\$10.00	LF	1,678	\$16,780.00		\$0.00	1678	\$16,780.00
8	Removed & Dispose Sanitary Sewer Manhole	\$800.00	EACH	6	\$4,800.00	1	\$800.00	7	\$5,600.00
9	Bypass Pumping	\$19,000.00	LS	1	\$19,000.00		\$0.00	1	\$19,000.00
Subtotal Schedule C - Sanitary Sewer					\$204,352.95		\$21,560.00		\$225,912.95
Schedule D - Storm Sewer									
1	36" RCP Storm Sewer Class III	\$135.69	LF	579	\$78,564.51		\$0.00	579	\$78,564.51
2	36" RCP Elliptical Storm Sewer Class III	\$185.47	LF	1,230	\$228,128.10	-13	(\$2,411.11)	1217	\$225,716.99
3	30" RCP Elliptical Storm Sewer Class III	\$141.26	LF	354	\$50,006.04	25	\$3,531.50	379	\$53,537.54
4	24" RCP Elliptical Storm Sewer Class III	\$110.69	LF	414	\$45,825.66	10	\$1,106.90	424	\$46,932.56
5	21" RCP Elliptical Storm Sewer Class III	\$104.87	LF	103	\$10,801.61	-103	(\$10,801.61)	0	\$0.00
6	18" RCP Elliptical Storm Sewer Class III	\$94.74	LF	43	\$4,073.82		\$0.00	43	\$4,073.82
7	24" RCP Storm Sewer Class III	\$99.11	LF	55	\$5,451.05	62	\$6,144.82	117	\$11,595.87
8	21" RCP Storm Sewer Class III		LF	0	\$0.00		\$0.00	0	\$0.00
9	18" RCP Storm Sewer Class III	\$88.11	LF	117	\$10,308.87	26	\$2,290.86	143	\$12,599.73
10	12" RCP Storm Sewer Class III	\$68.69	LF	227	\$15,592.63	-23	(\$1,579.87)	204	\$14,012.76
11	Headwall Removal & Replacement	\$7,600.00	LS	1	\$7,600.00	-0.75	(\$5,700.00)	0.25	\$1,900.00
12	15' Type D Curb Inlet	\$6,200.00	EACH	1	\$6,200.00		\$0.00	1	\$6,200.00
13	10' Type D Curb Inlet	\$6,600.00	EACH	7	\$46,200.00	3.0	\$19,800.00	10	\$66,000.00
14	5' Type D Curb Inlet	\$6,200.00	EACH	7	\$43,400.00	1.0	\$6,200.00	8	\$49,600.00
15	3' Type D Curb Inlet	\$5,800.00	EACH	1	\$5,800.00		\$0.00	1	\$5,800.00
16	Storm Sewer Manhole	\$6,600.00	EACH	2	\$13,200.00	-1	(\$6,600.00)	1	\$6,600.00
17	City of Norfolk Type B Inlet	\$6,000.00	EACH	3	\$18,000.00	-2	(\$12,000.00)	1	\$6,000.00
18	2'x3' Type B Curb Inlet	\$5,700.00	EACH	2	\$11,400.00	1	\$5,700.00	3	\$17,100.00
19	Type C Area Inlet 36" x 48"	\$8,300.00	EACH	3	\$24,900.00		\$0.00	3	\$24,900.00
20	Type C Area Inlet 24" x 36"	\$8,000.00	EACH	1	\$8,000.00		\$0.00	1	\$8,000.00
21	Connect to Existing Inlet	\$1,100.00	EACH	1	\$1,100.00		\$0.00	1	\$1,100.00
22	Remove & Dispose Drop Inlet	\$1,100.00	EACH	9	\$9,900.00		\$0.00	9	\$9,900.00
23	Remove & Dispose 30" RCP Storm Sewer	\$12.00	LF	21	\$252.00		\$0.00	21	\$252.00
24	Remove & Dispose 24" RCP Storm Sewer	\$12.00	LF	77	\$924.00		\$0.00	77	\$924.00
25	Remove & Dispose 15" RCP Storm Sewer	\$12.00	LF	719	\$8,628.00		\$0.00	719	\$8,628.00
26	Remove & Dispose 12" RCP Storm Sewer	\$12.00	LF	287	\$3,444.00	110	\$1,320.00	397	\$4,764.00
27-C02	HDPE Behive Grate	\$400.00	EACH	0	\$0.00	3	\$1,200.00	3	\$1,200.00
28-C02	Reconstruct Inlet	\$4,800.00	EACH	0	\$0.00	1	\$4,800.00	1	\$4,800.00
Subtotal Schedule D - Storm Sewer					\$657,700.29		\$13,001.49		\$670,701.78
Schedule E - Erosion Control and Landscaping									
1	Remove & Stockpile & Reinstall Topsoil	\$8.00	CU YD	928	\$7,424.00		\$0.00	928	\$7,424.00
2	Straw Wattles	\$6.00	LF	250	\$1,500.00	-250	(\$1,500.00)	0	\$0.00
3	Inlet Protection 2' x 3' Type B	\$255.00	EACH	2	\$510.00	-1	(\$255.00)	1	\$255.00
4	Inlet Protection City of Norfolk Type B	\$255.00	EACH	3	\$765.00		\$0.00	3	\$765.00
5	Inlet Protection Type C 2' x 3' - Area Inlet	\$255.00	EACH	1	\$255.00		\$0.00	1	\$255.00
6	Inlet Protection Type D - Curb Inlet	\$255.00	EACH	16	\$4,080.00		\$0.00	16	\$4,080.00
7	Inlet Protection Type C 3' x 4' - Area Inlet	\$255.00	EACH	3	\$765.00		\$0.00	3	\$765.00

Item				Current Contract Items		Change Order Information		Revised Contract Items	
Bid Item No.	Description	Unit Price	Unit	Original Item Quantity (+ previous CO's)	Original Item Value (+ previous CO's)	Item Quantity (current CO)	Total Increase/Decrease of Item (\$)	New Item Quantity (w/ current CO)	New Item Value (\$)
8	Seeding, Fertilizing, & Mulching	\$2.00	SQ YD	4,479	\$8,958.00		\$0.00	4479	\$8,958.00
9	Erosion Control Class 2C (Seeding, Fertilizing w/ Slope Blanket)	\$3.00	SQ YD	1,864	\$5,592.00		\$0.00	1864	\$5,592.00
10-CO2	Trackifier	\$1.80	SQ YD	0	\$0.00	2,912	\$5,241.60	2912	\$5,241.60
Subtotal Schedule E - Erosion Control and Landscaping					\$29,849.00		\$3,486.60		\$33,335.60
Schedule F - Lighting and Electrical									
1	Remove Existing Pullbox	\$380.00	EACH	1	\$380.00		\$0.00	1	\$380.00
2	Pull Box, Type PB-1	\$1,800.00	EACH	16	\$28,800.00	-3	(\$5,400.00)	13	\$23,400.00
3	Vehicle Detector, Type TD-5 (6' x 10')	\$3,300.00	EACH	4	\$13,200.00		\$0.00	4	\$13,200.00
4	3/4" Conduit	\$5.00	LF	80	\$400.00		\$0.00	80	\$400.00
5	2" Street Light Conduit	\$26.00	LF	1,100	\$28,600.00	-186	(\$4,836.00)	914	\$23,764.00
6	1" Street Light Conduit	\$24.00	LF	1,500	\$36,000.00	-541	(\$12,984.00)	959	\$23,016.00
7	Light Pole Bases (No Pole Installation on Bases)	\$2,800.00	LF	8	\$22,400.00		\$0.00	8	\$22,400.00
Subtotal Schedule F - Lighting and Electrical					\$129,780.00		-\$23,220.00		\$106,560.00
Schedule G - Fencing									
1	Remove & Reinstall 4' Chain link Fence	\$26.00	LF	379	\$9,854.00		\$0.00	379	\$9,854.00
2	Remove, Salvage, & Reinstall 6' Wood Fence	\$66.00	LF	60	\$3,960.00		\$0.00	60	\$3,960.00
3	Remove, Salvage, & Reinstall 4' White Vinyl Fence	\$76.00	LF	75	\$5,700.00		\$0.00	75	\$5,700.00
4	Remove, Salvage, & Reinstall 6' White Vinyl Fence	\$86.00	LF	65	\$5,590.00		\$0.00	65	\$5,590.00
5-CO2	Temporary Fence	\$1,200.00	LS	0	\$0.00	1.0	\$1,200.00	1	\$1,200.00
Subtotal Schedule G - Fencing					\$25,104.00		\$1,200.00		\$26,304.00
Schedule H - Traffic Control									
1	Traffic Control	\$46,000.00	LS	1	\$46,000.00		\$0.00	1	\$46,000.00
2	Hwy 81 Temporary Sidewalk Detour	\$3,000.00	LS	1	\$3,000.00		\$0.00	1	\$3,000.00
3	Hwy 275 Temporary Sidewalk Detour	\$3,000.00	LS	1	\$3,000.00		\$0.00	1	\$3,000.00
4	4" White Pavement Marking	\$2.00	LF	26	\$52.00		\$0.00	26	\$52.00
5	4" Yellow Pavement Marking	\$2.00	LF	567	\$1,134.00		\$0.00	567	\$1,134.00
6	24" White Pavement Marking (Pedestrian Crossing)	\$6.23	LF	782	\$4,871.86		\$0.00	782	\$4,871.86
7	Left Turn Arrow	\$160.00	EACH	1	\$160.00		\$0.00	1	\$160.00
8	Combination Straight / Right Turn Arrow	\$160.00	EACH	1	\$160.00		\$0.00	1	\$160.00
Subtotal Schedule H - Traffic Control					\$58,377.86		\$0.00		\$58,377.86
Total					\$2,983,204.61		\$103,628.84		\$3,086,833.45

Change Order Estimate

Project Name: West Michigan Avenue & 8th Street Reconstruction		Project Number:	
Owner: City of Norfolk, NE		Change Order Number: 2	
Contractor: A & R Construction		Effective Date: 2/20/2024	
Item			
Bid Item No.	Description	Reason for Change	
Schedule A - Paving Items			
1	Mobilization	N/A	
2	Unclassified Excavation	N/A	
3	Removal & Disposal of Unsuitable Material	Adjustment to final measured quantity.	
4	Excavation (Borrow)	Adjustment to final measured quantity.	
5	Granular Backfill (Crushed Concrete)	Adjustment to final measured quantity.	
6	Remove & Transport ₁ Concrete Pavement	Adjusted for full intersection replacement at 7th and Michigan.	
7	Remove & Transport ₁ Concrete Sidewalk	Adjustment to final measured quantity.	
8	Remove and Transport ₁ Asphalt Pavement	N/A	
9	Remove & Transport ₁ Concrete Trench Drain	N/A	
10	7" Non-Doweled Concrete Pavement w/ 6" Curb	Adjusted for full intersection replacement at 7th and Michigan.	
11	9" Doweled Concrete Pavement w/ 6" Curb	Adjusted for full intersection replacement at 7th and Michigan.	
12	9" Concrete Driveway (Commercial/Industrial)	Adjustment to final measured quantity.	
13	6" Concrete Driveway (Residential)	Adjustment to final measured quantity.	
14	4" Concrete Sidewalk	Adjustment to final measured quantity.	
15	4" Colored Concrete Sidewalk	N/A	
16	6' Concrete Trench Drains	N/A	
17	Type B Detectable Warning Panel	Adjustment to final measured quantity.	
18	4" Foundation Course (Transport ₂ & Install)	Adjustment to final measured quantity.	
19	7" Foundation Course (Transport ₂ & Install)	Adjustment to final measured quantity.	
20	9" Foundation Course (Transport ₂ & Install)	Adjustment to final measured quantity.	
21	Foundation Course (Transport ₂ & Install)	N/A	
22	12" Subgrade Placement & Preparation	Adjusted for full intersection replacement at 7th and Michigan.	
23	Temporary Milled Asphalt Surfacing	Adjustment to final measured quantity.	
24	CIP Retaining Wall	Adjustment to final measured quantity.	
25-C01	8" Pavement with Integrated 6" Curb	Replaced at portion of 7" pavement, Bid Item No. 10, with 8" pavement.	
26-C01	Fabric	Adjusted for full intersection replacement at 7th and Michigan.	
27-C02	2" Conduit under Drives for Sprinklers	Added at Driveways on 8th Street.	
Schedule B - Water Main			
1	8" DIP Water main	N/A	
2	6" DIP Water main (FH Lead)	N/A	
3	1" Water Service	Water service connections were unknown in design. Adjusted to final quantity.	
4	2" Water Service	N/A	
5	6" Gate Valve w/ Box	N/A	
6	8" DIP 45 Bends	Adjustment to final measured quantity.	
7	8" Gate Valve w/ Box	N/A	
8	8"x8" MJ Cross	N/A	
9	8"x6"x8" Tee	Adjustment to final measured quantity.	
10	8"x8"x8" Tee	Adjustment to final measured quantity.	
11	8"x4" Reducer	Adjustment to final measured quantity.	
12	8"x6" Reducer	Adjustment to final measured quantity.	
13	Encasement Pipe	N/A	
14	Fire Hydrant & 6" Gate Valve	N/A	
15	Water main Valve Adjustment	N/A	
16	Fire Hydrant Relocation	N/A	
17	Connect to Existing Water Main	N/A	
18	Remove & Stockpile Fire Hydrant	N/A	

Item		
Bid Item No.	Description	Reason for Change
19	Remove & Dispose Water Valve	Adjustment to final measured quantity.
20	Remove & Dispose Water main	N/A
21	Remove & Dispose Water Valve Manhole	N/A
Schedule C - Sanitary Sewer		
1	48" Sanitary Sewer Manhole	N/A
2	12" PVC Sanitary Sewer	Adjustment to final measured quantity.
3	8" PVC Sanitary Sewer	N/A
4	4" Sanitary Sewer Service	Adjustment to final measured quantity.
5	Connect to Existing Sanitary	N/A
6	Adjust Sanitary Sewer Manhole	N/A
7	Remove 8" Sanitary Sewer	N/A
8	Removed & Dispose Sanitary Sewer Manhole	Adjustment to final measured quantity.
9	Bypass Pumping	N/A
Schedule D - Storm Sewer		
1	36" RCP Storm Sewer Class III	N/A
2	36" RCP Elliptical Storm Sewer Class III	Adjustment to final measured quantity.
3	30" RCP Elliptical Storm Sewer Class III	Adjustment to final measured quantity.
4	24" RCP Elliptical Storm Sewer Class III	Adjustment to final measured quantity.
5	21" RCP Elliptical Storm Sewer Class III	Adjustment to final measured quantity.
6	18" RCP Elliptical Storm Sewer Class III	N/A
7	24" RCP Storm Sewer Class III	Adjusted for full intersection replacement at 7th and Michigan.
8	21" RCP Storm Sewer Class III	N/A
9	18" RCP Storm Sewer Class III	Adjusted for full intersection replacement at 7th and Michigan.
10	12" RCP Storm Sewer Class III	Adjustment to final measured quantity.
11	Headwall Removal & Replacement	Adjustment to final measured quantity.
12	15' Type D Curb Inlet	N/A
13	10' Type D Curb Inlet	Adjusted for full intersection replacement at 7th and Michigan.
14	5' Type D Curb Inlet	Adjusted for full intersection replacement at 7th and Michigan.
15	3' Type D Curb Inlet	N/A
16	Storm Sewer Manhole	Adjustment to final measured quantity.
17	City of Norfolk Type B Inlet	Adjustment to final measured quantity.
18	2'x3' Type B Curb Inlet	Adjustment to final measured quantity.
19	Type C Area Inlet 36" x 48"	N/A
20	Type C Area Inlet 24" x 36"	N/A
21	Connect to Existing Inlet	N/A
22	Remove & Dispose Drop Inlet	N/A
23	Remove & Dispose 30" RCP Storm Sewer	N/A
24	Remove & Dispose 24" RCP Storm Sewer	N/A
25	Remove & Dispose 15" RCP Storm Sewer	N/A
26	Remove & Dispose 12" RCP Storm Sewer	Adjusted for full intersection replacement at 7th and Michigan.
27-CO2	HDPE Behive Grate	Add for terrace drainage.
28-CO2	Reconstruct Inlet	Add scope at station 3+97.6 -29.5'Lt.
Schedule E - Erosion Control and Landscaping		
1	Remove & Stockpile & Reinstall Topsoil	Adjustment to final measured quantity.
2	Straw Wattles	Adjustment to final measured quantity.
3	Inlet Protection 2' x 3' Type B	Adjustment to final measured quantity.
4	Inlet Protection City of Norfolk Type B	N/A
5	Inlet Protection Type C 2' x 3' - Area Inlet	N/A
6	Inlet Protection Type D - Curb Inlet	N/A
7	Inlet Protection Type C 3' x 4' - Area Inlet	N/A
8	Seeding, Fertilizing, & Mulching	N/A

Item		
Bid Item No.	Description	Reason for Change
9	Erosion Control Class 2C (Seeding, Fertilizing w/ Slope Blanket)	N/A
10-CO2	Trackifier	Added for erosion control over water.
Schedule F - Lighting and Electrical		
1	Remove Existing Pullbox	N/A
2	Pull Box, Type PB-1	N/A
3	Vehicle Detector, Type TD-5 (6' x 10')	N/A
4	3/4" Conduit	N/A
5	2" Street Light Conduit	N/A
6	1" Street Light Conduit	N/A
7	Light Pole Bases (No Pole Installation on Bases)	N/A
Schedule G - Fencing		
1	Remove & Reinstall 4' Chain link Fence	N/A
2	Remove, Salvage, & Reinstall 6' Wood Fence	N/A
3	Remove, Salvage, & Reinstall 4' White Vinyl Fence	N/A
4	Remove, Salvage, & Reinstall 6' White Vinyl Fence	N/A
5-CO2	Temporary Fence	Added scope for temporary fence for pet control - Right of Way negotiation.
	Subtotal Schedule G - Fencing	
Schedule H - Traffic Control		
1	Traffic Control	N/A
2	Hwy 81 Temporary Sidewalk Detour	N/A
3	Hwy 275 Temporary Sidewalk Detour	N/A
4	4" White Pavement Marking	N/A
5	4" Yellow Pavement Marking	N/A
6	24" White Pavement Marking (Pedestrian Crossing)	N/A
7	Left Turn Arrow	N/A
8	Combination Straight / Right Turn Arrow	N/A

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Estimate

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 402.844.2184

SHIP TO

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 1900 Maple Ave
 Norfolk, NE 68701

ESTIMATE # 17872

DATE 01/29/2024
EXPIRATION DATE 02/29/2024

SHIP VIA

Flatbed

TRACKING NO.

npowell@norfolkne.gov

SALES REP

BT

DESCRIPTION

24' x 60' ADA Floating Dock

DATE	ACTIVITY	QTY	RATE	AMOUNT
	HD-DOCK 24' x 60' Floating Dock - 4" Aluminum channel, cross members on maximum 16" centers, 12" Installed dead load free-board, Wolf PVC decking installed - Color TBD	1	109,512.00	109,512.00
	ACC-RLC Custom HD Railing - CABLE RAILS **Meet ADA Specs – alternate 42" and 34" in height**	155	90.00	13,950.00
	ACC-EDGE 2-1/2" Edge/ Roll Off Guard	155	22.00	3,410.00
	GANG-5X30 5' x 35' ADA Aluminum Gangway with aluminum non skid decking and side railings	2	12,250.00	24,500.00
	GAN-HP5 5' Landside Hinge Plate	2	549.00	1,098.00
	GAN-CP5 5' Dock Side Connection/Hinge Plate	2	549.00	1,098.00
	GAN-COH Compensation float with mounted hinge assembly	2	999.00	1,998.00
	ACC-BEN AccuDock Custom Bench with PVC Decking	4	1,400.00	5,600.00
	Engineering Stamped Engineered Plans by Florida PE	1	5,000.00	5,000.00

-Thank you for the opportunity to earn your business. Stated pricing is valid for 30 days.

-ALL SALES ARE FINAL.

SUBTOTAL	166,166.00
SHIPPING	18,000.00
TOTAL	\$184,166.00

-Project Lead Time is approx. 8-10 weeks.

-Card payments are subject to 3% processing fee added to total at time of transaction

-Please Note: AccuDock is the manufacturer of floating docks and aluminum gangways/accessories. All delivery and/or installations will be provided by third party companies at an additional expense.

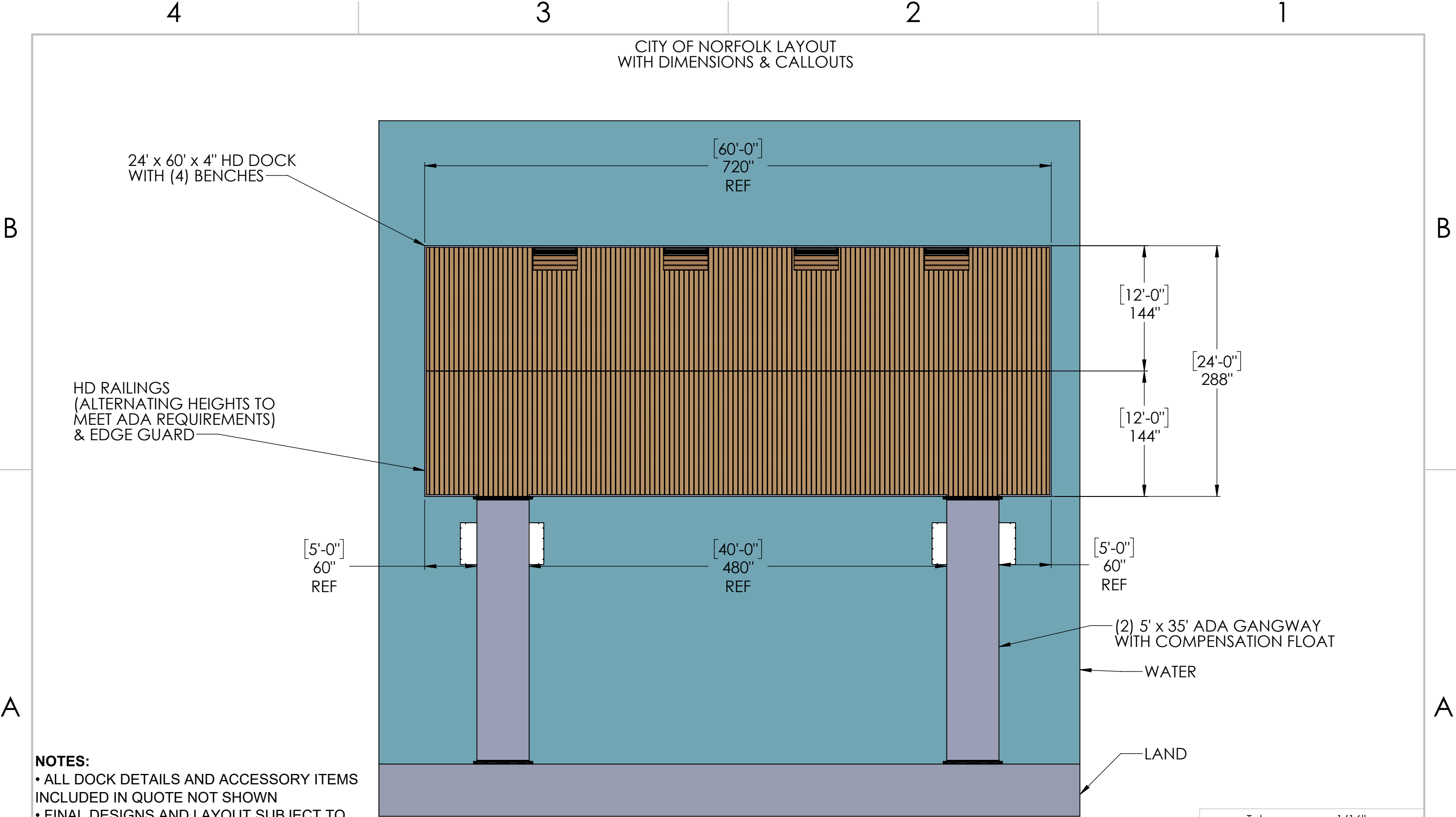
-All Items quoted are standard AccuDock manufacture design & build. Any request for specific or custom alterations may incur an upcharge.

-Project specific drawings are available upon request. Additional fees may apply.

Accepted By

Accepted Date

CITY OF NORFOLK LAYOUT
WITH DIMENSIONS & CALLOUTS



NOTES:
 • ALL DOCK DETAILS AND ACCESSORY ITEMS INCLUDED IN QUOTE NOT SHOWN
 • FINAL DESIGNS AND LAYOUT SUBJECT TO CHANGE

Tolerances are 1/16"
unless specified otherwise

PART: Layout	REF #: City of Norfolk	ESTIMATE #: 16935	REV: -	DRAWN: D. Saul
			SCALE: 1:100	CHECKED: B. Thronton
			SHEET 1 OF 1	DATE: 2/6/2024

CITY OF NORFOLK - PARKS & RECREATION

RFP FISHING DOCK

DUE: Wednesday, 1/10/2024 - 2:00 p.m.

VENDOR	LOCATION	TOTAL - CHK	TOTAL - CC	4 Hard Copies	Digital Copy	Requested Info (1-10)	BID PAGE
AccuDock	Florida	\$ 180,497.00	\$ 185,911.91	No	Yes		X
EZ Dock - Option #1	North Dakota	\$ 181,674.00	\$ 184,000.00	X	Yes		X
EZ Dock - Option #2	North Dakota	\$ 171,062.80	\$ 177,050.00	X	Yes		X
EZ Dock - Option #3	North Dakota	\$ 174,642.00	\$ 180,754.47	X	Yes		X



AccuDock is a global leader in the design and manufacturing of floating docks for all market segments. Our team strives to provide each customer with an exceptional experience and the highest quality product.

Recent Projects

- ◇ Summer Olympics – Rio de Janeiro, Brazil
- ◇ World Junior Rowing Championships – Rio de Janeiro, Brazil
- ◇ World Rowing Championships – Tangeum Lake – Chungju, South Korea
- ◇ Museum of Life and Science – Durham, North Carolina
- ◇ United States Coast Guard Base Locations – Key West, Florida – Portsmouth, Virginia – San Diego, California – Galveston, Texas – Boston, Massachusetts
- ◇ Mohonk Mountain House – New Paltz, New York
- ◇ Bucksport Marina – Conway, South Carolina
- ◇ Nathan Benderson State Park –Sarasota, Florida
- ◇ Marina Bay Marina – Fort Lauderdale, Florida
- ◇ Buhl Farm Park – Hermitage, Pennsylvania
- ◇ Jack London Aquatic Center – Oakland, California
- ◇ Prince William Crew Association – Woodbridge, Virginia
- ◇ Gasparilla Marina – Placida, Florida
- ◇ Atlanta Junior Rowing Association – Roswell, Georgia
- ◇ Hard Rock Guitar Hotel – Hollywood, Florida
- ◇ United States Naval Base Tokyo – Tokyo, Japan
- ◇ Sawgrass Recreation Park – Weston, Florida

Organizations and Certifications

Marine Industry Association of South Florida

Marina Industry Association of Palm Beach

Pompano Beach Chamber of Commerce

National Marine Manufacturers Association

GSA Contractor

GSA Contract GS07F107BA

SBA Registered

Better Business Bureau A+

DUNS Code: 018338173 CAGE Code: 6JK80 NAICS Codes: 326199, 336611, 423910, 33999, 488390, 237990

FOR MORE INFORMATION CALL 954.785.7557 OR
EMAIL SALES@ACCUDOCK.COM | WWW.ACCUDOCK.COM
1790 SW 13TH COURT, POMPANO BEACH, FL 33069



Product Applications

Commercial Applications

- Aluminum Floating Docks
- Aluminum Gangways and Ramps
- Marinas
- Floating Scaffold/Work Platforms
- Heavy Equipment Floatation Capabilities
- Floating Pump Supports
- Wastewater or Energy Plant Floating Platforms

Camps and Parks

- ADA Compliant Kayak/Canoe Launch Docks
- Floating Swim Dock Platforms
- Aluminum Gangway and Ramps
- Floating Fishing Piers
- Summer Camp Floating Docks
- Jet Ski Docks
- Floating Gazebo and Patio Docks

Rowing

- Low Freeboard Rowing Docks
- Rowing Launch Docks
- Rowing Start Docks
- Rowing Venue Design/Build Assistance

Residential

- Boat Docks
- Leisure Docks
- Kayak and Paddle Sports
- Rowing Docks
- Jet Ski Docks
- Floating Swim Dock Platforms
- Aluminum Gangways and Ramps
- Work Floats

Benefits of Choosing AccuDock

- ◇ Customize to any Shape or Size
- ◇ Variety of Decking Options Available
- ◇ Focused on Customer Needs and Requirements
- ◇ Committed to Customer Satisfaction
- ◇ Built to Last
- ◇ Family Owned
- ◇ Made in the USA



Camps and Parks References



Project Name: Grand Forks Parks District

Company Name: Tony Anderson Construction/
KLJ Engineering

Contact Name and Title: Tony Anderson

Address: 240 North 3rd St., Grand Forks, ND 58203

Phone Number: 701-330-2551

E-mail: tony64.tac@gmail.com

Date: August 2016

Description of Project: Custom ADA Compliant System with Kayak Slip, Kayak Slip with Safe Launch and a 52' x 32' ADA Compliant Gangway



Project Name: Museum of Life and Science

Company Name: Museum of Life and Science

Contact Name and Title: Timothy Darr, Senior Designer

Address: 433 Murray Ave. Durham, NC 27701

Phone Number: 857-523-0570

E-mail: tim.darr@lifeandscience.org

Date: May 2021

Description of Project: Observation Floating Dock with a 4' x 15' ADA Aluminum Gangway

FOR MORE INFORMATION CALL 954.785.7557 OR
EMAIL SALES@ACCU DOCK.COM
WWW.ACCU DOCK.COM



Camps and Parks References



Project Name: Dolphins Plus Marine Mammal Responder

Company Name: Dolphins Plus Marine Mammal Responder

Contact Name and Title: Hunter Kinney,
Director of Marketing, Fundraising, and Development

Address: 31 Corrine Place, Key Largo, FL 33037

Phone Number: 606-872-0493 or 305- 453-4321

E-mail: hunterk@dpmmr.org

Date: July 2020

Description of Project: Custom Aluminum Floating Dock
and 4' x 16' Aluminum Gangway



Project Name: West Point Military Academy

Company Name: West Point Military Academy

Contact Name and Title: Chris Pray

Address: 606 Thayer Rd, West Point, NY 10996

Phone Number: 845-938-2193

E-mail: christopher.pay@usma.edu

Date: September 2018

Description of Project: 8' x 20' Aluminum Floating Dock
with 4' x 12' Walkway and 3' x 25' Aluminum Gangway

FOR MORE INFORMATION CALL 954.785.7557 OR
EMAIL SALES@ACCUDOCK.COM
WWW.ACCUDOCK.COM



Camps and Parks References



Project Name: Seminole Hard Rock Guitar Hotel

Company Name: Pacific Aquascapes

Contact Name and Title: Robert Begay, Project Coordinator

Address: 1 Seminole Way Hollywood, FL 33314

Phone Number: 602-341-9089

E-mail: rbegay@paqintl.com

Date: May 2019

Description of Project: 6' x 56' Aluminum Floating Dock
with 4' x 15' Fingers (6)



Project Name: Buhl Farm Park

Company Name: Buhl Farm Park

Contact Name and Title: Ryan Voisey,
Director of Operations

Address: 715 Hazen Road, Hermitage, PA 16148

Phone Number: 724-854-1501

E-mail: ryan@buhlfarmpark.com

Date: June 2020

Description of Project: 16' x 26' ADA Compliant Dock
with 4' x 15' ADA Aluminum Gangway and 3' x 15' ADA
Aluminum Gangway

FOR MORE INFORMATION CALL 954.785.7557 OR
EMAIL SALES@ACCUDOCK.COM
WWW.ACCUDOCK.COM



Camps and Parks References



Project Name: Sawgrass Recreation Park

Company Name: Sawgrass Recreation Park

Contact Name and Title: Mike Soverns

Address: 1006 North, US-27, Weston, FL 33327

Phone Number: 954-298-2603

E-mail: csoverns@evergladestours.com

Date: August 2021

Description of Project: 8' x 60' Aluminum Floating Dock with 8' x 16' Dock Fingers



Project Name: Camp Tamarack

Company Name: Kay-aKcess

Contact Name and Title: Susan Butler

Address: 30901 SW, Forest Service Loop Rd, Sisters, OR 97759

Phone Number: 941-662-5935

E-mail: Susan@Kay-akcess.com

Date: July 2022

Description of Project: 25' x 25' Aluminum Floating Dock, 16' x 18' Aluminum Floating Dock, and 4' x 25' Aluminum Gangway.

FOR MORE INFORMATION CALL 954.785.7557 OR
EMAIL SALES@ACCUDOCK.COM
WWW.ACCUDOCK.COM



Camps and Parks References



Project Name: Mohonk Mountain House

Company Name: Mohonk Mountain House

Contact Name and Title: Doug Comeau,
Director of Properties

Address: 1000 Mountain Rest Rd, New Paltz, NY 12561

Phone Number: 845-256-2137

E-mail: DComeau@Mohonk.com

Date: May 2018

Description of Project: 20' x 144' Floating Dock with
8' x 20' Slips (20) and a 6' x 16' Ramp



Project Name: Mohonk Mountain House

Company Name: Mohonk Mountain House

Contact Name and Title: Doug Comeau,
Director of Properties

Address: 1000 Mountain Rest Rd, New Paltz, NY 12561

Phone Number: 845-256-2137

E-mail: DComeau@Mohonk.com

Date: July 2016

Description of Project: 20' x 64' Floating Swim Dock
with a 4' x 16' ADA Compliant Gangway

FOR MORE INFORMATION CALL 954.785.7557 OR
EMAIL SALES@ACCUDOCK.COM
WWW.ACCUDOCK.COM



Camps and Parks References



Project Name: Ocean Reef Club

Company: Name: Ocean Reef Club

Contact Name and Title: Chris Nelson, Recruitment Activities Manager

Address: 201 Ocean Reef Drive, Key Largo, FL 33037

Phone Number: 305-587-8754

E-mail: cnelson@oceanreef.com

Date: October 2021

Description of Project: 4' x 20' Aluminum Gangway to a 6' x 30' Floating Walkway leading to a 8' x 15' T-Shaped Floating Dock all with Amberwood PVC Decking



Project Name: Island Dolphin Care

Company: Name: Island Dolphin Care

Contact Name and Title: Katherine Caskey, Chief Philanthropy Officer

Address: 150 Lorelane Pl, Key Largo, FL 33037

Phone Number: 224-321-2351

E-mail: Katherine@idckeylargo.org

Date: December 2017

Description of Project: Aluminum Gangway, Aluminum Floating Docks

FOR MORE INFORMATION CALL 954.785.7557 OR
EMAIL SALES@ACCUDOCK.COM
WWW.ACCUDOCK.COM



Camps and Parks References



Project Name: Sole Watersports

Company: Name: Sole Watersports

Contact Name and Title: Melanie Slaga,
Administrative Director

Address: 4204 Marina Villa Drive Duck Key, FL 33050

Phone Number: 210-854-0303

E-mail: itsallgood@solewatersports.com

Date: March 2019

Description of Project: 7' x 40' x 12' Aluminum Floating
Dock with 3' x 20' and 6' x 10' Aluminum Floating Docks

FOR MORE INFORMATION CALL 954.785.7557 OR
EMAIL SALES@ACCUDOCK.COM
WWW.ACCUDOCK.COM



TERMS AND CONDITIONS

(1) DAMAGE TO ACCUDOCK'S MATERIALS: The Customer shall be fully responsible for the costs of any damage to ACCUDOCK's materials caused by Customer, its agents, contractors, subcontractors or third parties. Customer assumes the risk of loss or damage resulting from fire, theft, misuse, abuse, natural elements, or vandalism.

(2) COMPLETION AND ACCEPTANCE. Customer shall immediately inspect the material delivery from ACCUDOCK and any aspect of the material not acceptable to Customer must be specifically noticed in writing to ACCUDOCK within 2 days of ACCUDOCK's delivery. ACCUDOCK shall then be given a reasonable opportunity to address such issue. A full and complete acceptance of the material shall be presumed upon the Customer making payment. ALL SALES ARE FINAL.

(3) PAYMENT. Residential Customers must pay in full before ACCUDOCK ships any materials. Cancellation of purchase by credit card is subject to a 10% cancellation fee. Commercial Contractor Customers who are approved for credit must pay 30 days after ACCUDOCK renders its invoice. All Customers shall be responsible to pay interest at the rate of 1½% per month (18% per annum) on any unpaid amount and to pay all costs and expenses, including but not limited to reasonable attorney's fees and costs, incurred by ACCUDOCK in collecting any outstanding amount due under this Agreement, or enforcing its rights hereunder, including but not limited to its lien rights, with or without suit. Proper venue for any litigation stemming from this Agreement will be a court of competent jurisdiction in Broward County, Florida.

(4) WARRANTY. ACCUDOCK warrants to Customer only that all material furnished by it will be of standard quality, type and condition, free from defects. There is no warranty on items purchased contrary to ACCUDOCK's recommendation. There is no warranty if the total Agreement price is not paid in full or if the material supplied by ACCUDOCK is misused, abused, modified, not protected or not maintained. EXCEPT AS SPECIFICALLY PROVIDED HEREIN AND WITHIN ACCUDOCK'S PRINTED WARRANTY ATTACHED, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ACCUDOCK WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND ANY CLAIM AGAINST ACCUDOCK OR ITS AGENTS, OFFICERS, AND EMPLOYEES SHALL BE LIMITED TO THE REPLACEMENT VALUE OF ITS MATERIAL AND ONLY IF SUCH MATERIAL IS FOUND TO BE DEFECTIVE.

(5) INCREASES/AVAILABILITY. If material which ACCUDOCK is required to furnish under this Agreement becomes unavailable, either temporarily or permanently, subsequent to the execution of the Agreement, through causes beyond the control and without the fault of ACCUDOCK, then in the case of temporary unavailability, the Agreement time shall be extended for such period of time as ACCUDOCK shall be delayed by such unavailability; and in the case of permanent unavailability, ACCUDOCK shall be excused from the requirement of furnishing such materials. The Customer agrees to pay ACCUDOCK any increase in cost of the material which has become permanently unavailable and the cost of the closest substitute which is then reasonably available. If any changes are made by altering, adding to or deducting from the material initially ordered, the Agreement price shall be adjusted accordingly. Lead times are beyond the control of ACCUDOCK and delivery dates are approximate.

(6) PRIOR AGREEMENTS/AMENDMENTS. This Agreement contains the entire agreement between the parties and supersedes and replaces any and all prior agreements, whether oral or written. The Agreement may only be amended or modified by a written agreement executed by all parties. Oral representations may not be relied on. Failure

to enforce all or any of the terms or conditions of this Agreement shall not be interpreted as a waiver of their continuing effect thereof.

(7) LIMITATION OF LIABILITY. ACCUDOCK's liability in any action related to this Agreement or the material supplied hereunder, shall in no event exceed the amount of the Agreement and such liability may be fully discharged by a reimbursement of any payments received by ACCUDOCK under this Agreement. This limitation of liability is expressly intended to apply to all types of claims, including but not limited to claims for ACCUDOCK's own negligence. Notwithstanding anything else to the contrary, ACCUDOCK shall have no liability or responsibility for any damages caused by others or for damages either before, during or after said material is supplied, including but not limited to structural faults, strikes, war, Acts of God, sudden rain, wind storms, vandalism, theft or any event beyond ACCUDOCK's reasonable control. ACCUDOCK shall not be liable for any damages resulting from the incompatibility with the Customer's existing conditions. Any interruption or delay in the delivery which results in additional cost and is not the fault of ACCUDOCK, or which is beyond the reasonable control of ACCUDOCK, will be billed to the Customer as an extra cost.

(8) RIGHTS, RESPONSIBILITIES AND DISCLAIMERS.

A. ACCUDOCK disclaims responsibility for conditions which are hidden or otherwise not specifically communicated to ACCUDOCK, and for variations in color, texture, graining and finish between samples, showroom items, webpage photos and those delivered at Customer's location. Exact matches are not guaranteed.

B. Customer acknowledges and agrees that its failure to make timely payments to ACCUDOCK shall constitute a material breach of this Agreement.

C. Customer shall be responsible for all preparations necessary and preliminary to ACCUDOCK's delivery of its materials. All materials are forwarded for curbside delivery and all customers must sign and acknowledge receipt of ACCUDOCK's delivery instruction sheet.

D. Customer agrees it shall not delay delivery by ACCUDOCK and Customer understands that ACCUDOCK shall not entertain requests for delayed deliveries to accommodate Customer's schedules. All materials shall be shipped by ACCUDOCK when ready. If ACCUDOCK is unable to ship when the materials are ready because of a third party delay or Customer's inability to accept delivery, the Customer understands and agrees that ACCUDOCK may assess Customer daily storage charges of \$250.00 per day.

E. It is understood and agreed that ACCUDOCK shall receive written notice of any breach, default or failure to perform, specifying in detail ACCUDOCK's unsatisfactory performance and providing a reasonable opportunity for ACCUDOCK to cure such unsatisfactory issue, and ACCUDOCK must fail to commence and diligently pursue a cure, before ACCUDOCK shall be considered in breach or default, and before Customer may withhold payments from ACCUDOCK.

F. Any controversy or claim shall be resolved by first submitting same to mediation before an impartial mediator selected by both parties (who shall equally share the mediator's fees and costs). Mediation to take place in Broward County, Florida.

G. The prevailing party in any action taken by a party to this Agreement to enforce or interpret the terms of this Agreement shall recover its reasonable legal fees and costs from the other party.

H. If Customer fails to comply with these terms and conditions or if Customer's credit becomes unsatisfactory in ACCUDOCK's sole discretion, then ACCUDOCK reserves the right to terminate or suspend its delivery upon notice to Customer.

I. Customer certifies it is financially solvent and it will immediately advise ACCUDOCK if it becomes insolvent or unable to promptly pay its bills.



Limited Warranty

1. Coverage

AccuDock (“The Company”) expressly warrants to the Customer that the products purchased from Company (“Products”) will be free from defects in materials and workmanship. The commencement date of the warranty is the date of first purchase by Customer from the Company and extends for a period of 12 years on floatation items, 7 years on aluminum assemblies, and 2 years on the basic structure of the item. Any implied warranties, to the extent they exist and are legally enforceable, for merchantability, workmanship, or fitness for intended use on any Products shall terminate on the same date as the express warranty stated above. This warranty gives you specific legal rights, and you may have other rights that vary from state to state.

2. Company’s Obligations

If a covered defect occurs during the above noted warranty periods, the Company at its sole option agrees to replace or refund the Customer for the defective item. The Company’s total liability under this warranty is limited to the purchase price of the Products. The choice among replacement or payment is the Company’s. Any steps taken by the Company to correct defects shall not act to extend the term of this warranty. Costs to ship replacement Products is responsibility of Customer.

3. Customer’s Obligation

The Company must be notified in writing, by the Customer, of the existence of any defect before the Company is responsible for the correction of that defect. Written notice of a defect must be received by the Company within fourteen (14) calendar days after delivery of the Products. Telephone messages, emails or faxes are not acceptable. No action at law or in equity may be brought by the Customer against the Company for failure to remedy or repair any defect about which the Company has not received timely notice in writing. The Customer must provide the Company with access to the defective Products during the Company’s normal business hours.

4. Exclusions

The following items are excluded from this limited warranty:

- a. Defects in any item that was not part of the original Products as supplied by the Company or damage resulting from alteration of the Products performed other than at an AccuDock manufacturing facility.
- b. Any defect or malfunction caused by or worsened by negligence, improper maintenance, lack of maintenance, improper action or inaction, improper installation, or willful or malicious acts by any party other than the Company or its employees.
- c. Normal wear and tear.
- d. Loss or damage caused by acts of God, including but not limited to storms, hurricanes, floods, storm surges, fire, explosion, accidents, falling or floating debris, and impact with watercraft, machinery or vehicles.
- e. Any defect or damage caused by nuisance, misuse or use for something other than the Products intended purpose.
- f. Any damage to the extent it is caused or made worse by the failure of anyone other than the Company or its employees or agents to comply with the requirements of this warranty.

- g. Failure of Customer to take timely action to minimize loss or damage or failure of Customer to give the Company timely notice of the defect.
- h. Insect, animal or storage damage.
- i. Costs associated with removal of defective Products or reinstallation.
- j. Superficial rippling or superficial warping.
- k. Custom orders and designs.
- l. Accessories and added or connected items.

5. Exclusive Warranty

This warranty is limited and is non-transferable. THIS LIMITED WARRANTY IS CUSTOMER’S SOLE AND EXCLUSIVE WARRANTY REGARDING THE PRODUCT AND IS IN LIEU OF ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY OF QUALITY. ALL WARRANTIES OTHER THAN THIS LIMITED WARRANTY (INCLUDING ALL IMPLIED WARRANTIES LISTED IN THE PREVIOUS SENTENCE) ARE EXPRESSLY EXCLUDED AND DISCLAIMED. TO THE EXTENT LOCAL LAW PROVIDES THAT ANY IMPLIED WARRANTIES MAY NOT BE EXCLUDED OR DISCLAIMED, THOSE WARRANTIES ARE LIMITED IN DURATION TO THE SHORTER OF (i) THE DURATION OF THE EXPRESS WARRANTY PROVIDED IN THIS LIMITED WARRANTY OR (ii) THE SHORTEST DURATION REQUIRED BY LOCAL LAW. IN NO CASE WILL COMPANY BE LIABLE TO ANY PERSON OR ENTITY FOR PROPERTY DAMAGE OR PERSONAL INJURY IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), CONTRACT, WARRANTY, OR OTHERWISE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO DAMAGE FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR ANY OTHER LOSS, REGARDLESS OF THE CAUSE OF SUCH DAMAGE AND WHETHER OR NOT CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF COMPANY EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. COMPANY’S TOTAL LIABILITY FOR ALL CLAIMS OF ANY KIND WILL NOT EXCEED THE PURCHASE PRICE PAID TO COMPANY FOR THE PRODUCT IN QUESTION.

6. Dispute Resolution

The Customer shall promptly contact the Company’s warranty department regarding any disputes and both Customer and Company shall agree on a day and time to discuss the dispute. If discussions between the parties do not resolve such dispute, either party may, upon written notice to the other party, submit such dispute to mediation before a jointly selected certified mediator at a location mutually agreed upon by the parties. The expenses of the mediator shall be shared equally, but each party shall bear its own legal fees and costs. If the mediator declares an impasse, then the parties may seek resolution of the dispute through a court of competent jurisdiction within Broward County, Florida, with the prevailing party in any such action being entitled to recover its reasonable attorney’s fees and costs from the other party.