

# Agenda Packet

## NORFOLK CITY COUNCIL MEETING

Tuesday, January 16, 2024  
5:30 p.m.

Created 1/11/2024 2:29 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, January 16, 2024, in the Council Chambers, 309 N. 5th St., Norfolk, Nebraska, which meeting will be open to the public.

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

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

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



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Brianna Duerst  
City Clerk

Publish (January 10, 2024)  
1 P.O.P.



AGENDA  
NORFOLK CITY COUNCIL MEETING  
January 16, 2024

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

CALL TO ORDER

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

RECOMMENDED ACTIONS

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

CONSENT AGENDA

7. Consideration of approval of the minutes of the January 2, 2024 City Council meeting. **Motion**
8. Keno comparison report for December 2023. **Motion**
9. Consideration of Resolution No. 2024-3 approving final plat of Weiland's Addition. **Resolution 2024-3**
10. Consideration of approval of a Special Designated Liquor License for Nebraska Craft Brewers Association, 10411 Portal Rd. #102, La Vista, NE 68128, to serve beer, wine and distilled spirits at Divots Conference Center, 4200 W. Norfolk Ave., on February 3, 2024, from 12:00 p.m. to 10:00 p.m. for a beer festival. **Motion**

11. Consideration of approval of Resolution 2024-4 requesting authorization from the Mayor and City Council for City of Norfolk staff to apply for a Civic and Community Center Financing Fund construction grant and authorization for Mayor and City staff to execute the grant application and all related documents. **Resolution 2024-4**
12. Consideration of approval of an agreement with Northeast Nebraska Economic Development District to provide general administration services for the Downtown Revitalization grant, Contract No. 23-DTR-008. **Motion**
13. Consideration of approval of an agreement with Northeast Nebraska Economic Development District to provide construction management services for the Downtown Revitalization grant, Contract No. 23-DTR-008. **Motion**
14. Consideration of approval of all bills on file. **Motion**

### SPECIAL PRESENTATIONS

15. Police Department interpreter needs

### PUBLIC HEARINGS AND RELATED ACTION

16. Public hearing to consider a request from T T K Investments Inc., to consider a zoning change from R-3 (Multiple Family Residential) to C-2 (Central Business District) on property addressed as 301 N. 1st St.
17. Consideration of Ordinance No. 5866 approving zoning change from R-3 (Multiple Family Residential) to C-2 (Central Business District) on property addressed as 301 N. 1st St. **Ordinance No. 5866**

### REGULAR AGENDA

18. Consideration of approval of a Public Transportation Funding Agreement between the City of Norfolk and North Fork Area Transit, Inc. **Motion**
19. Consideration of approval to advertise for bids for the Water Extension District No. 129 (North Highway 81 approximately from Sheridan Drive north to Eisenhower Avenue) project. **Motion**
20. Consideration of approval of a professional services consultant agreement with Toole Design to create a Safe Streets for All plan for an amount not to exceed \$298,979.30. **Motion**
21. Consideration of Ordinance No. 5867 amending Section 2-5 of the official City Code to update water and sewer rates, and to correct a typographical error in a building fee. **Ordinance No. 5867**
22. Consideration of Resolution 2024-5 to remove the Madison County Industrial Tract (CIT) designation from property generally located north of East Monroe Avenue, between South First Street and South Chestnut Street. **Resolution 2024-5**

STAFF MEMORANDUM  
NORFOLK CITY COUNCIL MEETING  
January 16, 2024

CALL TO ORDER

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2. Inform the public about the location of the Open Meetings Act posted in the Council Chambers and accessible to members of the public
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.   | <b>Motion</b> |
| 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.  | <b>Motion</b> |

CONSENT AGENDA

- |   |                          |
|---|--------------------------|
| 7. Consideration of approval of the minutes of the January 2, 2024 City Council meeting.  | <b>Motion</b>            |
| See Enclosure 7.  |                          |
| 8. Keno comparison report for December 2023.  | <b>Motion</b>            |
| Keno commissions for December 2023 are \$55,758.98, which is down \$436.11 or .78% from last December. Year-to-date commissions are up \$3,263.901, or 2.15%. |                          |
| See Enclosure 8.  |                          |
| 9. Consideration of Resolution No. 2024-3 approving final plat of Weiland's Addition.   | <b>Resolution 2024-3</b> |
| See Enclosure 9.  |                          |

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

See Enclosure 10.

11. Consideration of approval of Resolution 2024-4 requesting authorization from the Mayor and City Council for City of Norfolk staff to apply for a Civic and Community Center Financing Fund construction grant and authorization for Mayor and City staff to execute the grant application and all related documents. **Resolution 2024-4**

The City of Norfolk, in partnership with the River Point Creative District, intend to apply for a Civic and Community Center Financing Fund construction grant for the purpose of updating and enhancing the safety and ambiance of the River Point Creative District through the planning and implementation of wayfinding and permanent lighting with four areas of focus. In addition to potential wayfinding, grant funds will go to the construction of alleyway lighting, enhanced lighting at Norfolk Avenue intersections, corridor lighting to connect River Point Square to the Riverfront Development Project, and stage lighting at the new amphitheater in Johnson Park.

See Enclosure 11.

12. Consideration of approval of an agreement with Northeast Nebraska Economic Development District to provide general administration services for the Downtown Revitalization grant, Contract No. 23-DTR-008. **Motion**

See Enclosure 12.

13. Consideration of approval of an agreement with Northeast Nebraska Economic Development District to provide construction management services for the Downtown Revitalization grant, Contract No. 23-DTR-008. **Motion**

See Enclosure 13.

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

### SPECIAL PRESENTATIONS

15. Police Department interpreter needs

PUBLIC HEARINGS AND RELATED ACTION

16. Public hearing to consider a request from T T K Investments Inc., to consider a zoning change from R-3 (Multiple Family Residential) to C-2 (Central Business District) on property addressed as 301 N. 1st St.

See Enclosure 16.

17. Consideration of Ordinance No. 5866 approving zoning change from R-3 (Multiple Family Residential) to C-2 (Central Business District) on property addressed as 301 N. 1st St.

**Ordinance No. 5866**

See Enclosure 17.

REGULAR AGENDA

18. Consideration of approval of a Public Transportation Funding Agreement between the City of Norfolk and North Fork Area Transit, Inc. **Motion**

The City has assisted in funding public transit since early 1970s. In early 2023 City Council terminated the ongoing funding agreement with the understanding North Fork Area Transit (NFAT) would make an annual funding request going forward and an annual funding agreement would be considered by council. Attached is a funding agreement for NFAT's FY 2024 operation (July 1, 2023 through June 30, 2024). NFAT met with the Policies and Procedures Subcommittee on January 3, 2024 to present an update on NFAT operations, review the City agreement, and answer questions relative to NFAT services and budget. Subcommittee recommended sending the agreement to full council for consideration.

See Enclosure 18.

19. Consideration of approval to advertise for bids for the Water Extension District No. 129 (North Highway 81 approximately from Sheridan Drive north to Eisenhower Avenue) project. **Motion**

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

20. Consideration of approval of a professional services consultant agreement with Toole Design to create a Safe Streets for All plan for an amount not to exceed \$298,979.30. **Motion**

On August 15, 2022 the City Council approved Resolution No. 2022-36 to establish a 'Vision Zero' initiative through a SS4A grant to work towards a zero roadway fatalities and serious injuries. City staff, with the help of Toole Design, submitted an application to the U.S. Department of Transportation in September of 2022 and was awarded \$209,300 to be used by the City of Norfolk to develop a comprehensive safety action plan. The City's cost share in this grant is \$89,700 for a total of \$299,000 in funding to complete the action plan. On September 18, 2023, the Mayor and Council approved advertising for a Request for Proposals for completion of an Action Plan for the Safe Streets and Roads for All (SS4A) program. This is the first step in the process of establishing zero roadway fatalities and serious injuries. When the action plan is completed, there will be another opportunity to apply for grants to help offset the cost of the implementation of this plan. On October 17, 2023, one proposal was received from Tool Design. On November 6, 2023 Mayor and Council authorized staff to negotiate a contract with Tool Design for completion of the Action Plan for this project. Staff recommend approval of this agreement with Toole Design for an amount not to exceed \$298,979.30.

See Enclosure 20.

21. Consideration of Ordinance No. 5867 amending Section 2-5 of the official City Code to update water and sewer rates, and to correct a typographical error in a building fee. **Ordinance No. 5867**

This ordinance includes a 6.25% increase in water rates, a 3.5% increase in residential and commercial sewer rates, and an 8% increase in industrial sewer rates to go into effect in February. These proposed increases, as well as a rate comparison and history of previous increases, were presented to the Public Services, Traffic and Infrastructure Subcommittee on Monday, December 11, 2023. Proposed updates to fees are underlined and highlighted in the ordinance. Categories included in this fee update are Water Rates and Charges, Wastewater Treatment, and Wastewater Treatment (industrial): Miscellaneous. Subcommittee approved advancing these proposed increases to full council.

See Enclosure 21.

22. Consideration of Resolution 2024-5 to remove the Madison County Industrial Tract (CIT) designation from property generally located north of East Monroe Avenue, between South First Street and South Chestnut Street. **Resolution 2024-5**

In 1957 the Nebraska Legislature passed legislation to allow for the creation of County Industrial Tracts near municipalities for the purpose of encouraging industrial development.



Nebraska Statute §13-1111 identifies those allowed uses:

13-1111. Terms, defined; application for designation; exceptions.

As used in sections 13-1111 to 13-1120, unless the context otherwise requires:

(1) Industrial area shall mean a tract of land used or reserved for the location of industry, except that such land may be used for agricultural purposes until the use is converted for the location of industry as set forth in sections 13-1111 to 13-1120; and (2) industry shall mean (a) any enterprise whose primary function is to manufacture, process, assemble, or blend any agricultural, manufactured, mineral, or chemical products; (b) any enterprise that has as its primary function that of storing, warehousing, or distributing, and specifically excluding those operations whose primary function is to directly sell to the general public or store personal property; or (c) any enterprise whose primary function is research in connection with any of the foregoing, or primarily exists for the purpose of developing new products or new processes, or improving existing products or known processes. The owner or owners of any contiguous tract of real estate containing twenty acres or more, no part of which is within the boundaries of any incorporated city or village, except cities of the metropolitan or primary class, may file or cause to be filed with the county clerk of the county in which the greater portion of such real estate is situated if situated in more than one county, an application requesting the county board of such county to designate such contiguous tract as an industrial area.

A County Industrial Tract Area was approved by Madison County on November 18th, 1958 and recorded in Vol. 30 of Miscellaneous Page 370.

This Tract is described to-wit:

Tax Lot one (1) in the Southwest Quarter (SW  $\frac{1}{4}$ ) of the Northwest Quarter (NW  $\frac{1}{4}$ ) 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  $\frac{1}{4}$ ) of the Northwest Quarter (NW  $\frac{1}{4}$ ), of said Section thirty-five (35) all in Madison County, Nebraska;

The area is generally located north of east Monroe Avenue between South 1st Street and the southerly extension Chestnut and includes the stock sales yard and Tyson Foods facility and includes approximately twenty acres of land east of S. Pine Industrial Road.

Statutes were amended to include §13-1121 so that beginning in 1980 counties could review County Industrial Tracts for compliance with §13-1111 and to allow cities to request that a county conduct this review in March of even numbered years.

13-1121. Designation; review by county board; notice; hearing; removal of designation.

Beginning in 1980 and every even-numbered year thereafter during the month

of March, the appropriate county board may, of its own volition or shall, at the request of the municipal governing body having zoning jurisdiction over the designated industrial tract, review any or all industrial areas in its jurisdiction. When the review is at the request of the municipal governing body having zoning jurisdiction over the designated industrial tract, the county board shall give notice of a hearing by registered or certified mail to the municipal governing body and the owners of the tract, if such owners are known, within ninety days prior to the hearing, and if the owners are not known or cannot be located, then by publishing a notice three successive weeks in some newspaper published and of general circulation in the county or counties in which the real estate is located, and if no newspaper is published in the county, such notice shall be published in some newspaper having a general circulation in such county. The burden of proving that the tract continues to be used for industry as defined in section 13-1111 shall be on the owners of the tract. If the owners of the tract do not attend the hearing, the county board shall remove the designation of the industrial area from such tract. If after the hearing the county board finds that the industrial area or a portion thereof is no longer suitable for industrial purposes, or is being used for nonindustrial enterprises, or has had no improvements or industrial buildings thereon within seven years from the date of original industrial designation, or is not in compliance with the zoning ordinances of any city or village exercising zoning control of it, or is not platted in accordance with such zoning ordinances or is no longer in compliance with the definition of industry as set forth in section 13-1111, such county board shall remove the designation of industrial area from such tract or portion of such tract. Any tract or portion of such tract used or reserved for industry prior to August 24, 1979, shall not be removed from the industrial area designation against the wishes of its owners as long as the use of such tract or portion continues to be in compliance with the definition of industry as set forth in section 13-1111. A certified copy of such order shall be filed with the register of deeds and the county assessor of the county or counties in which the real estate is located.

The next time that Madison County can conduct this review at the request of the City of Norfolk is in March of 2024. If the County finds that the uses are not consistent with the purposes of the County Industrial Tract statutory language, they are required to hold a hearing, make findings and if they find that the property is not being used in a manner consistent with §13-1111, remove the County Industrial Tract designation.

The attached resolution is a formal request from the City of Norfolk asking Madison County to conduct this review in March of 2024. A subcommittee meeting was held on January 8th, 2024, at which time the members in attendance all voted to move this resolution forward to the full Norfolk City Council.

See Enclosure 22.

**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 2nd day of January 2024, beginning at 5:30 p.m.

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

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, City Planner Val Grimes, Streets Manager Will Elwell, Street Maintenance Supervisor Matt Ernesti, Water and Sewer Director Chad Roberts, Wastewater Supervisor Rob Huntley, Communications Manager Nick Stevenson, Economic Development Director Candice Alder, Information Systems Manager Brad Andersen, and Police Chief Don Miller.

The Mayor presided and the City Clerk recorded the proceedings.

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

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

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

**Agenda Motions**

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

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

### **Consent Agenda Items Approved**

Minutes of the December 18, 2023, City Council meeting

December sales tax report (October sales)

Resolution 2024-1 requesting authorization from the Mayor and City Council for the City of Norfolk staff to apply for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant and authorization for Mayor and City staff to execute the grant application and all related documents

Acceptance of the Parks and Rec Board report from December 21, 2023

Bills in the amount of \$1,613,524.50

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

#### Public Hearing

(Uecker zone change)

(1/2 mile west of South 37th Street & south of North Airport Road)

A public hearing was held to consider a zone change from A (Agricultural District) to C-1 (Local Business District) on property generally located 1/2 mile west of South 37th St. and south of North Airport Rd at the request of Robert A. Uecker, Trustee of Richard Uecker Trust.

City Planner Val Grimes provided information to elected officials. The Planning Commission recommended a C-1 zoning district with a Conditional Use Permit for storage and warehousing of non-hazardous products, along with a plat to follow. The Conditional Use Permit is for storage and warehousing of non-hazardous items and is on the Planning Commission agenda for January 3, 2024. The property contains approximately 6-7 acres. All the storage and warehousing will be contained in the existing buildings and there will be no outdoor storage or any new construction. The applicant originally requested a zoning change to I-1, in which the storage would be outright permitted, however, because of the proximity to a rural residential zoned area, the Planning Commission recommended the lighter commercial district, with the addition of a CUP to protect the area.

On December 19, 2023, the Norfolk Planning Commission held a public hearing regarding the zone change request. The City Clerk read the Planning Commission's recommendation for approval into the record.

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

Ordinance No. 5864

(Uecker zone change)

(1/2 mile west of South 37th Street &amp; south of North Airport Road)

Councilmember Arens introduced, seconded by Councilmember McCarthy, Ordinance No. 5864 entitled: AN ORDINANCE OF THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA; AMENDING THE ZONING DISTRICT MAP OF THE CITY OF NORFOLK, NEBRASKA; PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET and moved that the ordinance be passed on first reading.

Councilmember Webb asked that the applicant speak to his plans for the property.

Rob Uecker, 84378 541 Ave., Meadow Grove, applicant, said he is already using the buildings for storage of his personal items, but will allow storage of other items, so the use of the property will stay the same. In the long term, he hopes to rezone the property to rural residential and build a house there.

Ordinance No. 5864 was then read into the record by title by the City Clerk.

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Snorton and Hildebrand. Nays: None. Absent: Clausen. Ordinance No. 5864 passed on first reading.

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

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

Thereafter Councilmember Granquist moved, seconded by Councilmember Arens, 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. 5864 be passed and adopted?"

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Snorton and Hildebrand. Nays: None. Absent: Clausen. 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. 5864 as required by law.

Resolution No. 2024-2

(Robert a. Uecker's Addition final plat)

Councilmember Snorton moved, seconded by Councilmember Murren, for adoption of Resolution No. 2024-2 approving the final plat of Robert A. Uecker's Addition.

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Snorton and Hildebrand. Nays: None. Absent: Clausen. Resolution No. 2024-2 was adopted.

### **Regular Agenda Items**

#### Ordinance No. 5865

(amend City Code Section 2-5, fee schedule)

(update garbage, trash, miscellaneous water & public works equipment fees)

Councilmember Snorton introduced, seconded by Councilmember Hildebrand, Ordinance No. 5865 entitled: AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA TO AMEND SECTION 2-5 OF THE OFFICIAL CITY CODE TO UPDATE GARBAGE AND TRASH FEES AND INCLUDE MISCELLANEOUS WATER SERVICE FEES AND PUBLIC WORKS EQUIPMENT FEES NOT PREVIOUSLY LISTED IN THE FEE SCHEDULE; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM and moved that the ordinance be passed on first reading.

Public Works Director Steven Rames provided information to elected officials. The miscellaneous public works fees are all new fees being added to the fee schedule. Currently, the City is only recapturing approximately 50% of the cost of street breaks for utility connections. These fees will allow for a recapture of costs closer to actual costs.

Jim McKenzie, 1412 Longhorn Drive, questioned why certain fees were put into the fee schedule. Streets Manager Will Elwell explained each piece of equipment the Street Department has added to codify the rates when bills for the use of equipment are sent out.

Ordinance No. 5865 was then read into the record by title by the City Clerk.

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Snorton and Hildebrand. Nays: None. Absent: Clausen. Ordinance No. 5865 passed on first reading.

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

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Snorton and Hildebrand. Nays: None. Absent: Clausen. 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 Hildebrand moved, seconded by Councilmember Arens, 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. 5865 be passed and adopted?"

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Snorton and Hildebrand. Nays: None. Absent: Clausen. 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. 5865 as required by law.

Olsson, Inc. engineering consultant services contract  
(RAISE Planning Grant 2023 Assistance)

Councilmember Granquist moved, seconded by Councilmember Snorton, for approval of an engineering consultant services contract with Olsson, Inc. for the City of Norfolk RAISE Planning Grant 2023 Assistance for an amount not to exceed \$4,450.00.

Assistant City Engineer Anna Allen provided information to the Mayor and City Council. This contract will allow Olsson to assist the City in preparing a RAISE planning grant application. The scope of services includes assisting with project scope, preparing the budget request for the application and a review of the City's grant application. The focus of the grant is on improved safety, quality of life, and connecting communities.

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

OneNeck IT Solutions  
(replace IT battery backups and Power Distribution Units)

Councilmember Granquist moved, seconded by Councilmember Snorton, for approval to award a bid to OneNeck IT Solutions for the replacement of IT battery backups and Power Distribution Units (PDUs) in the amount of \$56,612.17.

Information Systems Manager Brad Andersen provided information to the Mayor and City Council. This project will replace all battery backup systems and add power distribution units (PDUs) for City network locations. The current battery backups are of varying ages and sizes with most being past their recommended lifespan. The proposed battery backups are sized appropriately for the new network hardware, add additional power protection, and allow for proactive monitoring. The expected lifespan of lithium batteries is 7-10 years while lead-acid is 3-5 years. This is a budgeted purchase in the amount of \$50,000 from ARP funds, the \$6,612.17 overage will be covered with remaining funds from the AquaVenture pool heaters purchase.

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

There being no further business, the Mayor declared the meeting adjourned at 6:02 p.m.

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Josh Moenning  
Mayor

ATTEST:

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Brianna Duerst  
City Clerk

( S E A L )

I, the undersigned Clerk, hereby certify that the foregoing is the full, true and correct original document of proceedings of Tuesday, January 2, 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.

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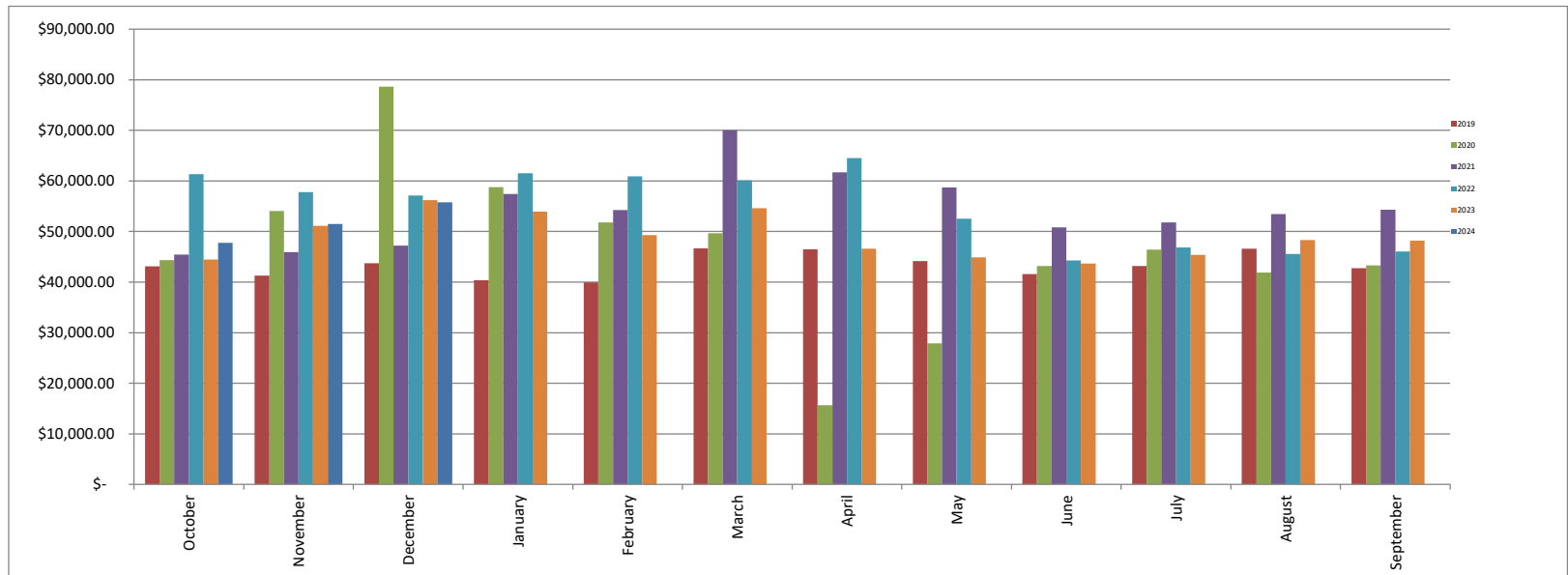
Brianna Duerst  
City Clerk

( S E A L )



**Keno Yearly Comparison  
Net Proceeds**

|              | <u>2019</u>          | <u>2020</u>          | <u>2021</u>          | <u>2022</u>          | <u>2023</u>          | <u>2024</u>          | 2024<br><u>BUDGET</u> | <u>Change 2023 to 2024</u> | <u>BUDGET VARIANCE</u> |
|--------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|-----------------------|----------------------------|------------------------|
| 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         | \$ -                 | \$ 53,938.71          | \$ -                       | 0.00%                  |
| 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%                  |
| <b>Total</b> | <b>\$ 519,846.76</b> | <b>\$ 555,523.58</b> | <b>\$ 651,013.61</b> | <b>\$ 658,582.72</b> | <b>\$ 586,647.73</b> | <b>\$ 155,041.47</b> | <b>\$ 601,200.00</b>  | <b>\$ 3,263.90</b>         | <b>2.15%</b>           |



|                     |                              |
|---------------------|------------------------------|
| For Office Use Only | Date Rec'd <u>12/15/2021</u> |
|                     | Fee \$ <u>260</u>            |
|                     | Rec'd by <u>ED</u>           |

**SUBDIVISION APPLICATION**

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

Preliminary  Final

Applicant: Gerard Weiland 1302 Sheridan Dr., Norfolk  
Name Address  
402-649-2307

Phone Email

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

Contact: Gerard Weiland 1302 Sheridan Dr., Norfolk  
(other than Name Address  
Applicant) 402-649-2307

Phone Email

Current Zoning: R-1

General Location/Address: 1302 Sheridan Drive, Norfolk

Legal Description: See Attached Sheet

Property Area, Square Feet and/or Acres: 28,998 sq.ft.



Signature of Owner

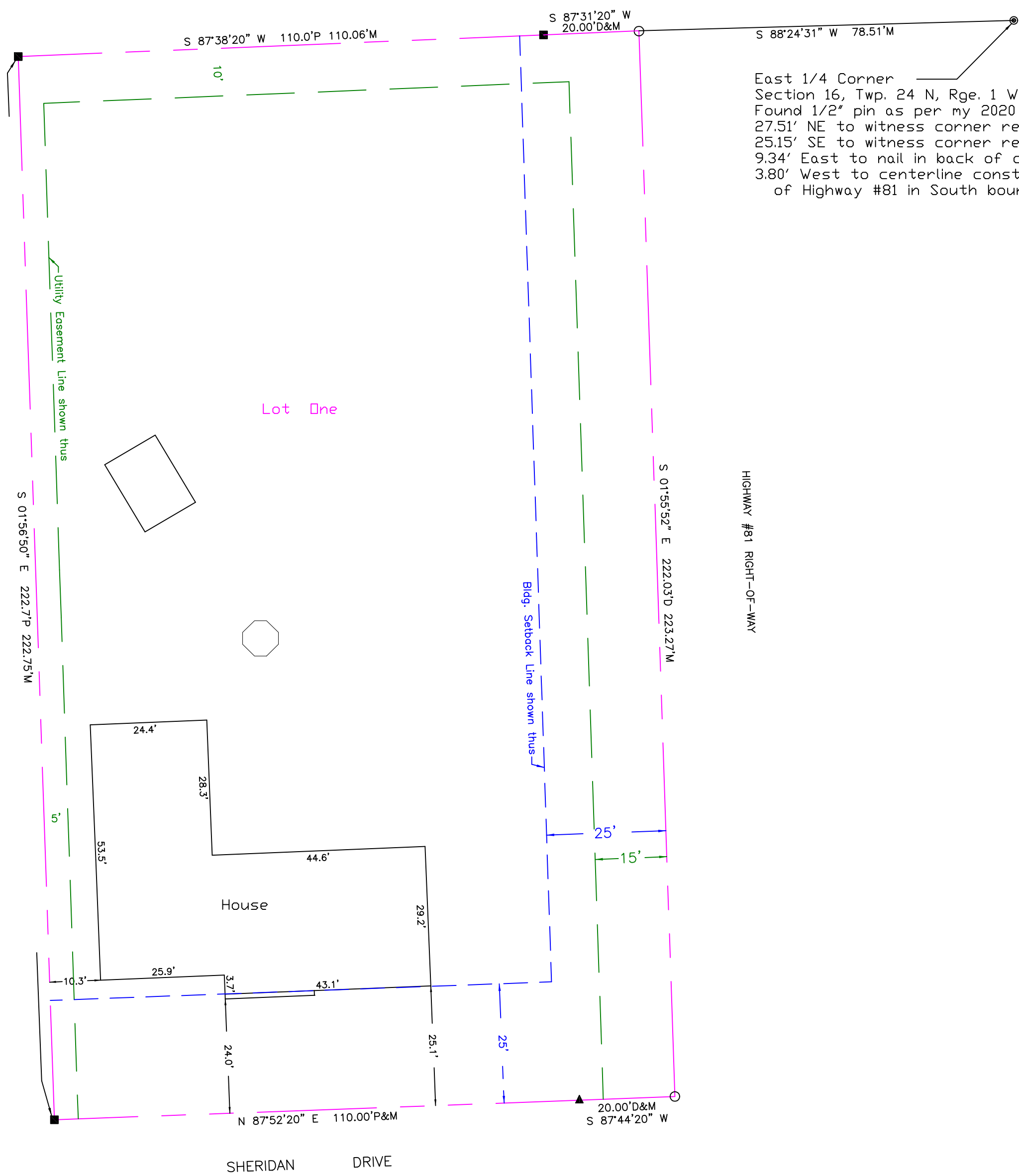
Gerard Weiland

Printed Name of Owner

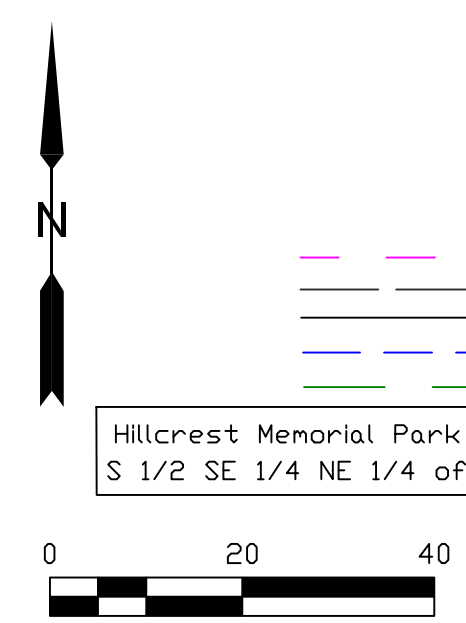
OR

\_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Printed Name of Authorized Agent



East 1/4 Corner  
Section 16, Twp. 24 N, Rge. 1 W  
Found 1/2\" pin as per my 2020 survey  
27.51' NE to witness corner rebar found  
25.15' SE to witness corner rebar found  
9.34' East to nail in back of curb  
3.80' West to centerline construction joint  
of Highway #81 in South bound lanes



- Legend
- Pin Found
  - ▲ Drill Hole Set
  - Pin Set
  - P Platted Dist.
  - D Deed Dist.
  - M Measured Dist.
  - Property Line
  - Lot Line
  - Building Line
  - Building Setback Line
  - Utility Easement Line
- Hillcrest Memorial Park Cemetery  
S 1/2 SE 1/4 NE 1/4 of 16-24N-1W
- Adjacent Owners as per Madison  
County gWorks (10/22/2021)

| Lot | Area            | Address             |
|-----|-----------------|---------------------|
| One | 28,999 Sq. Feet | 1302 Sheridan Drive |

- Notes:
- Bearings are based on Grid North (US/NAD83/NE Datum) based on direct observation using G.P.S. equipment on the HPRTK Network.
  - Distances shown on the Plat are Horizontal Ground Distances.
  - A five (5) foot sidewalk shall be constructed by the owner on the street side or sides of each lot in the addition abutting on a platted street as provided for by Ordinance No. 5617 of the City of Norfolk passed and approved on June 3, 2019.
  - The existing Utility Easement between Lots 1 & 2, Block 2, College View Subdivision, an Addition to the City of Norfolk, Madison County, Nebraska will be vacated by the City and platted as per Weiland's Addition to the City of Norfolk, Madison County, Nebraska.

Surveyors Statement

I, LaVern F. Schroeder, Registered Land Surveyor in the State of Nebraska, have made a survey of WEILAND'S ADDITION to the City of Norfolk, Madison County, Nebraska. Said Addition being a Subdivision of Lots 1 & 2, Block 2, College View Subdivision to the City of Norfolk, Madison County, Nebraska and part of the Northeast 1/4 of the Southeast 1/4 of Section 16, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska; that the Plat attached hereto is the original, accurate, true and correct plat of said WEILAND'S ADDITION to the City of Norfolk, Madison County, Nebraska; that said plat accurately and correctly reflects all of the lots, blocks, streets, avenues, alleys, parks, commons, and other grounds in said WEILAND'S ADDITION to the City of Norfolk, Madison County, Nebraska, all of which are correctly designated and shown on the attached plat; that I surveyed and platted said WEILAND'S ADDITION to the City of Norfolk, Madison County, Nebraska, consisting of Lot One at the instance and request of the owner.

The tract of land comprising said Addition is more particularly described as follows: Lots 1 and 2, Block 2, College View Subdivision, an Addition to the City of Norfolk, Madison County, Nebraska AND A Tract of land adjoining said Lots 1 and 2, Block 2, College View Subdivision, an Addition to the City of Norfolk, Madison County, Nebraska in the Northeast 1/4 of the Southeast 1/4 of Section 16, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska, more particularly described as follows:  
Beginning at the Northeast corner of said Lot 1; thence Southerly, a distance of 221.95 feet (field measured 223.20 feet) along the East line of said Lots 1 and 2 to the Southeast corner of said Lot 2; thence Easterly deflecting 90°19'47\" left, a distance of 20.00 feet; thence Northerly deflecting 89°40'12\" left, a distance of 222.03 feet (field measured 223.27 feet); thence Westerly deflecting 90°32'48\" left, a distance of 20.00 feet to the point of beginning containing 4,439.88 square feet (as per deed) more or less.

I hereby state that I have executed this instrument on this 6th day of December, 2021.

LaVern F. Schroeder  
Registered Land Surveyor #312

Owners Certificate

I, the undersigned, sole owner of the real estate described in the Surveyors Statement, have caused said real estate to be platted into Lot One, to be known hereinafter as WEILAND'S ADDITION to the City of Norfolk, Madison County, Nebraska. Said Addition being a Subdivision of Lots 1 & 2, Block 2, College View Subdivision to the City of Norfolk, Madison County, Nebraska and part of the Northeast 1/4 of the Southeast 1/4 of Section 16, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska; do hereby dedicate the streets, avenues, drives, roads, and alleys and other public grounds to the use and benefit of the public and provided further are easements as shown on this plat.

Gerard A. Weiland

State of Nebraska)  
County of Madison)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by Gerard A. Weiland.

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

APPROVAL

The foregoing and within plat, dedication and instrument was approved by the Planning Commission of the City of Norfolk, Madison County, Nebraska on this \_\_\_\_ day of \_\_\_\_\_, 2021.

Dan Spray  
Chairman

APPROVAL

The foregoing and within plat, dedication and instrument was approved by the Honorable Mayor of the City of Norfolk, Madison County, Nebraska, by resolution duly passed on this \_\_\_\_ day of \_\_\_\_\_, 2021.

Attest: Brianna Duerst  
City Clerk  
Josh Moenning  
Mayor

WAIVER

I, Gerard A. Weiland am the owner of the real estate described hereon and hereby waive any right of claims as a result of damages occasioned by the establishment of grades or alterations of the surface.

Gerard A. Weiland

State of Nebraska)  
County of Madison)

This is to certify that this instrument was filed for record by the Register of Deeds Office at \_\_\_\_ M on this \_\_\_\_ day of \_\_\_\_\_, 2021.

Diane Nykodym  
Register of Deeds

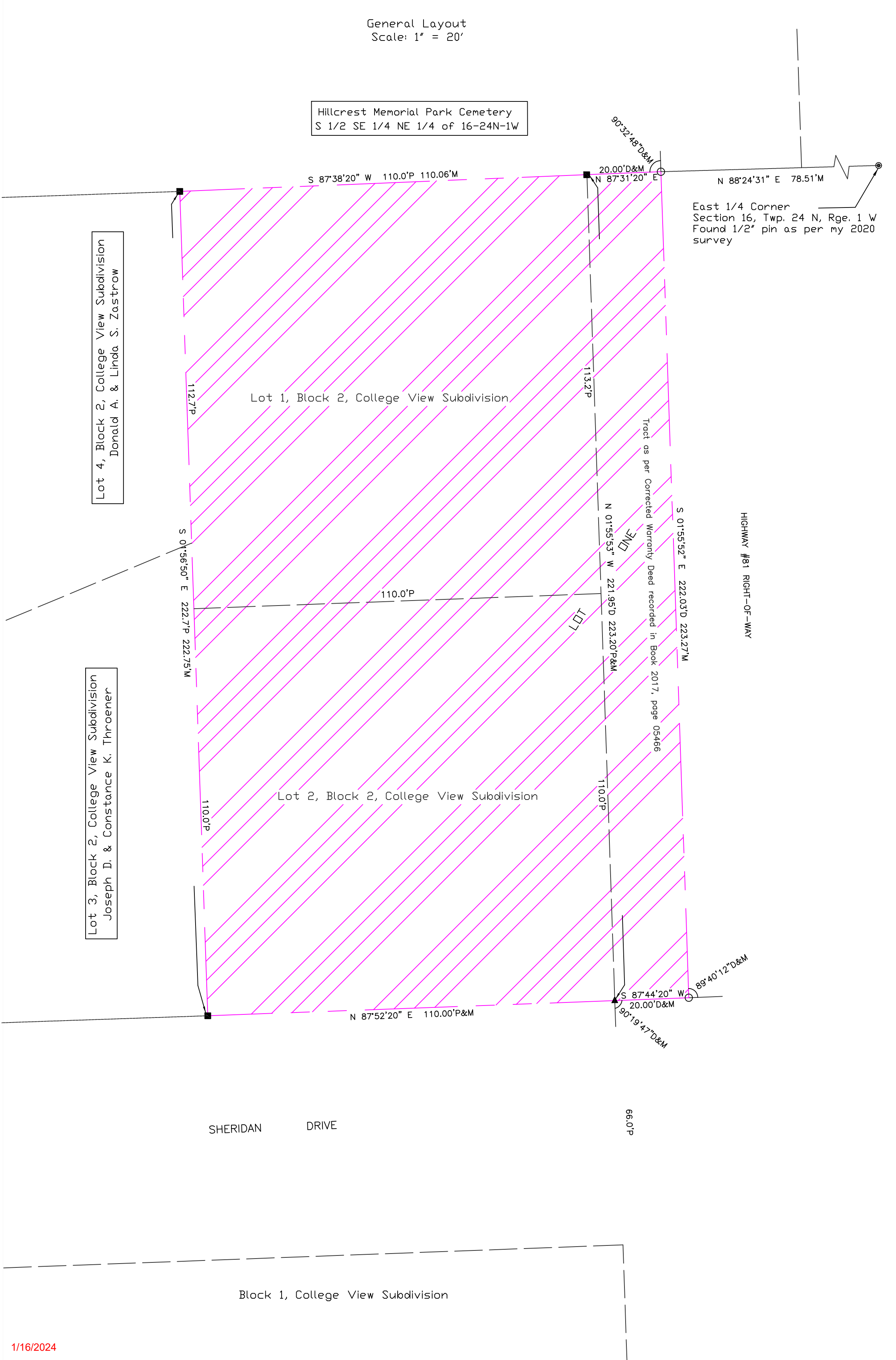
Consent of Lienholder

I, \_\_\_\_\_ (title) of BankFirst, being a lienholder of the described tract of land, hereby approve and agree to the platting of WEILAND'S ADDITION to the City of Norfolk, Madison County, Nebraska, on this \_\_\_\_ day of \_\_\_\_\_, 2021, on behalf of said BankFirst.  
\_\_\_\_\_  
(Signature) \_\_\_\_\_ (Print), \_\_\_\_\_ (title) of BankFirst

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_ (title) of BankFirst.

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



January 19, 2022

Honorable Mayor  
and  
City Council

Dear Mayor and Council:

On January 19, 2022 the Norfolk Planning Commission reviewed the final plat of Weiland's Addition.

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

The Planning Commission recommends approval of the final plat with a vote of 9-0.

Sincerely,



Dan Spray, Chair  
Norfolk Planning Commission

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

RESOLUTION NO. 2024-3

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:

Lots 1 and 2, Block 2, College View Subdivision, an Addition to the City of Norfolk, Madison County, Nebraska

AND

A Tract of land adjoining said Lots 1 and 2, Block 2, College View Subdivision, an Addition to the City of Norfolk, Madison County, Nebraska in the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 16, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska, more particularly described as follows:

Beginning at the Northeast corner of said Lot 1;

thence Southerly, a distance of 221.95 feet (field measured 223.20 feet) along the East line of said Lots 1 and 2 to the Southeast corner of said Lot 2;

thence Easterly deflecting  $90^{\circ}19'47''$  left, a distance of 20.00 feet;

thence Northerly deflecting  $89^{\circ}40'12''$  left, a distance of 222.03 feet (field measured 223.27 feet);

thence Westerly deflecting  $90^{\circ}32'48''$  left, a distance of 20.00 feet to the point of beginning.

Said tracts contains a total of 28,997 square feet more or less.

WHEREAS, said property is owned by Gerard A. Weiland; 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 Weiland's Addition to the City of Norfolk, Madison County, Nebraska, duly made, acknowledged and certified, be and the same are hereby approved and ordered filed and recorded in the office of the Register of Deeds of Madison County, Nebraska.

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

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

ATTEST:

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

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

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

**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

**NEBRASKA CRAFT BREWERS ASSOCIATION**

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

10411 PORTAL RD. #102 LA VISTA, NE 68128

Retail Liquor License Address or Non-Profit Business Address

91-1838176

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 2/3/24

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

Event Start Time(s): 12:00 PM \_\_\_\_\_

Event End Time(s): 10:00 PM \_\_\_\_\_

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

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

Event Building Name: DIVOTS CONFERENCE CENTER

Event Street Address/City: 4200 W NORFOLK RD. NORFOLK, NE 68701

Indoor area to be licensed in length & width: 144 X 182

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

Type of Event: BEER FESTIVAL Estimate # of attendees: 350

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: JEREMY KIRBY Event Contact Phone Number: 402-640-1225

Event Contact Email: DIRECTOR@NEBRASKA.BEER

\*Signature Authorized Representative: Holly Tuch Printed Name HOLLY TUCH

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

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

**Local Governing Body completes below:**

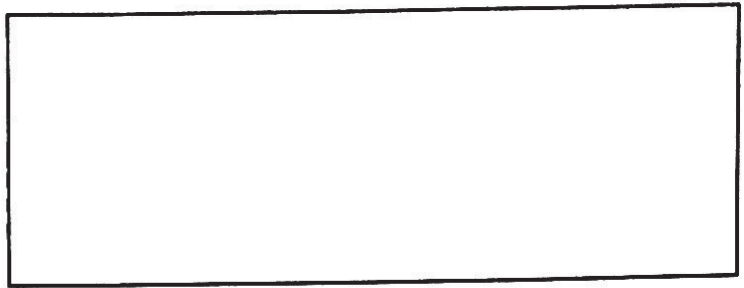
The local governing body for the City/Village of \_\_\_\_\_ **OR** County of \_\_\_\_\_ approves  
the issuance of a Special Designated License as requested above. (Only one should be written above)

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

\_\_\_\_\_  
Date

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

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



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

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

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

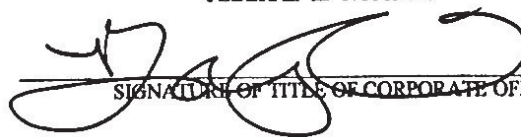
AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT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

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

NEBRASKA CRAFT BREWERS ASSOCIATION  
NAME OF CORPORATION

91-1838176

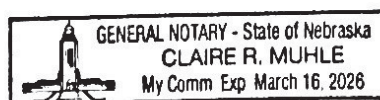
FEDERAL ID NUMBER

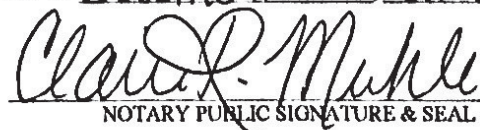


SIGNATURE OF TITLE OF CORPORATE OFFICERS

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 27<sup>th</sup> DAY OF December, 2023.



  
NOTARY PUBLIC SIGNATURE & SEAL



RESOLUTION  
NO. 2024-4

WHEREAS, the City of Norfolk intends to apply for a construction grant from the Civic and Community Center Financing Fund (CCCCF) Grant Program offered by the Nebraska Department of Economic Development (“the agency”); and

WHEREAS, the purpose of the CCCCFF Grant is to support, enhance, and grow the Good Life throughout Nebraska by encouraging and fostering quality of life through public spaces and civic, community, recreation centers, and historic buildings and districts; and

WHEREAS, there is a matching funds requirement of a 1:1 local match for the application;

WHEREAS, this grant program will allow the City of Norfolk to apply for a construction grant and, if awarded, to implement funds for the planning and implementation of wayfinding and permanent lighting with four areas of focus. Through the implementation of alleyway lighting, enhanced lighting at Norfolk Avenue intersections, corridor lighting to connect River Point Square to the Riverfront Development Project, and stage lighting at the new amphitheater in Johnson Park, we expect to cultivate an inviting, safe, and cohesive area that promotes participation in activities throughout the District.

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 City of Norfolk staff are hereby authorized to apply for a CCCCFF grant from the Nebraska Department of Economic Development.

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 January, 2024.

ATTEST:

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

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

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

**NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT  
SERVICE/CONSULTANT AGREEMENT  
FOR GENERAL ADMINISTRATION**

**THIS AGREEMENT** made and entered into by and between the City of Norfolk of Nebraska, hereinafter referred to as the “Community” and the Northeast Nebraska Economic Development District, hereinafter referred to as the Consultant.

**WITNESSES THAT:**

**WHEREAS**, the Community and the Consultant are desirous of entering into a contract to formalize their relationship, and

**WHEREAS**, pursuant to Title I of the Housing and Community Development Act of 1974, as amended through 1981 and 24 CFR 570, the State of Nebraska Department of Economic Development (DED) is authorized by the federal Department of Housing and Urban Development (HUD) to provide Community Development Block Grant Program funds (hereinafter referred to as CDBG funds) to units of local government selected to undertake and carry out certain programs and projects under the Nebraska State CDBG Program in compliance with all applicable local, state and federal laws, regulations and policies, and

**WHEREAS**, the Community, as part of its 2023 CDBG grant agreement with the Department, under contract number 23-DTR-008, has been awarded CDBG funds for the purposes set forth herein, and **WHEREAS**, the City of Norfolk, for the purposes set forth herein, and

**WHEREAS**, the Scope of Work included in this contract is authorized as part of the Community’s approved CDBG program, and

**WHEREAS**, it would be beneficial to the Community to utilize the Consultant as an independent entity to accomplish the Scope of Work set forth herein and such endeavor would tend to best accomplish the objectives of the local CDBG program.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived there from, the parties hereto agree as follows:

**1. Services to be Provided by the Parties**

- a. The Consultant shall complete in a satisfactory and proper manner as determined by the Community the work activities described in the Scope of Work (Attachment #1 to the contract).
- b. The Community will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 below.

**2. Time of Performance**

The effective date of this contract shall be the date the parties sign and complete execution of the contract which shall not be before November 15<sup>th</sup>, 2023. The termination date of the contract shall be the date of the Certificate of Completion letter from DED.

**3. Consideration**

- 1. The Community shall reimburse the Consultant for all allowable expenses agreed upon by the parties to complete the Scope of Work. In no event shall the total amount reimbursed by the Community exceed the sum of \$25,000. Reimbursement under this contract shall be based on monthly billings, supported by appropriate documentation and billed at the current board approved hourly rate see Exhibit #1.

It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this agreement.

Should the project scope be expanded, additional fees shall be negotiated for the additional basic services needed. The additional services shall be provided as authorized by the Community with compensation as a negotiated lump sum fee determined at the time of authorization.

It is also understood that this contract is funded in whole or in part with CDBG funds through the State of Nebraska CDBG Program as administered by DED and is subject to those regulations and restrictions normally associated with federally funded programs and any other requirements that the state may prescribe.

#### **4. Record Maintenance, Record Retention & Access to Records**

The Consultant agrees to maintain such records and follow such procedures as may be required under 2 CFR {200.300-345 and any such procedures that the Community or the Department may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Community for a period of ten years after the final audit of the Community's CDBG project, unless a longer period is required to resolve audit findings or litigation.

The Community, DED and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Consultant involving transactions to this local program and contract.

#### **5. Relationship**

The relationship of the Consultant to the Community shall be that of an independent Consultant rendering professional services. The consultant shall have no authority to execute contracts or to make commitments on behalf of the Community and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the Community and the Consultant.

#### **6. Suspension, Termination and Close Out**

If the Consultant fails to comply with the terms and conditions of this contract the Community may pursue such remedies as are legally available including, but not limited to the suspension or termination of this contract in the manner specified herein:

- a. **Suspension:** If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with the provisions of this contract, the Community may suspend the contract pending corrective actions or investigate effective not less than 7 days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the Community and is able to substantiate its full compliance with these terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the contract except;
  - 1) Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.
  - 2) If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.
  - 3) In the event all or any portion of work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the Community shall pay the Consultant for

work performed to the satisfaction of the Community, in accordance with the percentage of the work completed.

b. **Termination for Cause:** If the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exist:

- 1) The lack of compliance with the provisions of this contract are of such scope and nature that the Community deems continuation of the contract to be substantially detrimental to the interests of the Community.
- 2) The consultant has failed to take satisfactory action as directed by the Community or its authorized representative within the time specified by same.
- 3) The consultant has failed within the time specified by the Community or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract;

then, the Community may terminate this contract in whole or in part, and thereupon shall notify the Consultant of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions are allowable.

c. **Termination for Other Grounds:** This contract may also be terminated in whole or in part:

- 1) By the Community, with the consent of the Consultant, or by the Consultant with the consent of the Community, in which case the two parties shall devise by mutual agreement, the conditions of termination in part, that portion to be terminated.
- 2) If the funds allocated by the Community via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.
- 3) In the event the Community fails to pay the Consultant promptly or within 60 days after invoices are rendered, the Community agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such an event, the Community shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.
- 4) The Community may terminate this contract at any time giving at least 10 days' notice in writing to the Consultant. If the contract is terminated for convenience of the Community as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

**7. Changes, Amendments, Modifications**

The Community may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation therefore, which are mutually agreed upon by the Community and the Consultant shall be incorporated in written amendments to this contract.

**8. Personnel**

The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees or have any contractual relationship to the Community.

All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the Community. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

**9. Assignability**

The Consultant shall not assign any interest on this contract, and shall not transfer any interest on this contract (whether by assignment or notation), without prior written consent of the Community thereto; provided, however, that claims for money by the Consultant from the Community under this contract may be assigned to a bank, trust company, or other financial institutions without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Community.

**10. Reports and Information**

The Consultant, at such times and in such forms as the Community may require, shall furnish the Community such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

**11. Findings Confidential**

All of the reports, information, data, etc., prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the Community.

**12. Copyright**

No reports, maps, or other documents produced in whole or in part under this contract shall be subject of an application for copyright by or on behalf of the Consultant.

**13. Compliance with Local Laws**

The Consultant shall comply with all applicable laws, ordinances and codes of the state and local governments and the Consultant shall save the Community harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract and from failure to comply with any condition or term of this contract.

**14. Title VI of the Civil Rights Act of 1964**

The law provides that no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**15. Section 109 of the Housing and Community Development Act of 1974**

The law provides that no person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

**16. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities**

- a. The work to be performed under this contract is on a project assisted under a program providing federal financial assistance from the Department of Housing and Urban Development through the State of Nebraska's CDBG Program as administered by DED and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- b. The parties to this contract will comply with the provision of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.
- c. The Consultant will send to each labor organization or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

**17. Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101, et.seq.)**

The law provides that no person will be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

**18. Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794)**

The law provides that no otherwise qualified individual will, solely by reason of his other handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal assistance funds.

**19. Executive Order 11246, As Amended**

This Order applies to all federally assisted construction contracts and subcontracts. The Grantee and subcontractors, if any, will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee and subcontractors, if any, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

**20. Conflict of Interest (2CFR200.318)**

No officer, employee or agent of the Consultant who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this contract. Upon written request, exception may be granted upon a case by case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by DED.

**21. Audits and Inspections**

The Community, DED, the State Auditor and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the CDBG project and this contract, by whatever legal and reasonable means are deemed expedient by the Community, DED, the State Auditor and HUD.

**22. Hold Harmless**

The Consultant agrees to indemnify and hold harmless the Community, its appointed and elective officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the Community, its elected or appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this agreement. The Consultant shall not be liable for property and bodily injury as may result from the negligence of any construction contractor or construction subcontractor.

**23. Governing Law**

This agreement will be governed by the laws of the State of Nebraska, without regard to that body of law controlling conflicts of law. Any legal proceeding arising out of, or relating to this agreement shall be instituted in any court of general jurisdiction in the State of Nebraska.

This agreement contains all terms and conditions agreed to by the Community and the Consultant. The attachment(s) to this agreement are identified as follows:

ATTACHMENT #1

SCOPE OF WORK AND FEES for City of Norfolk, Nebraska consisting of 8 pages.

**WITNESS WHEREOF**, the Community and the Consultant have executed this contract agreement as of the date and year last written below.

**COMMUNITY**

**CITY OF NORFOLK**

BY \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

**CONSULTANT**

**111 South 1<sup>st</sup> Street Norfolk, NE 68701**

BY \_\_\_\_\_

TITLE Executive Director

DATE \_\_\_\_\_

**APPROVED as to legal form:**

Community Attorney

BY \_\_\_\_\_

DATE \_\_\_\_\_

**ATTACHMENT 1  
GENERAL ADMINISTRATION SCOPE OF WORK**

The duties and responsibilities of the Certified Administrator under this scope of work include following:

- a) Ensure that the Grantee meets the requirements of all statutes, state rules, and federal regulations relevant to the project.
- b) Prepare special condition documents as outlined in the grant contract within the time frame stated in the grant contract in order to receive Release of Funds letter.
- c) Conduct an environmental review in accordance with the National Environmental Policy Act of 1969 over the course of the project.
- d) Ensure that the Grantee meets all federal and state requirements when procuring for professional services and construction services. This includes making sure that all required CDBG clauses are included within the contracts.
- e) Ensure that the Grantee has a solid understanding of the financial management requirements associated with the CDBG grant and that the Grantee has an appropriate financial management system in place.
- f) Provide for the accounting of funds and preparation of drawdowns.
- g) Prepare a master filing systems in accordance with state and federal regulations.
- h) Monitor all Davis Bacon labor standards over the course of the project (*if applicable*).
- i) Monitor all job creation requirements over the course of the project (*if applicable*).
- j) Ensure that all acquisition laws are followed over the course of the project (*if applicable*).
- k) Ensure that all relocation laws are followed over the course of the project (*if applicable*).
- l) Prepare and submit all reporting requirement to DED by deadlines.
- m) Prepare and submit all close out reporting requirement to DED by deadlines.
- n) Ensure that any and all monitoring issues are addressed and completed for grant closeout.
- o) NENEDD ensures that the NDO (through the NENEDD/NED, Inc. Management Contract) is responsible for pursuing loan collection if necessary as out lined in section 4.03 of the MOU. (*if applicable*).
- p) NENEDD ensures that the NDO (through the NENEDD/NED, Inc. Management Contract) is responsible for adhering to all CDBG statutory and regulatory requirements (*if applicable*).





**EXHIBIT #1**

The new hourly billing rate schedule for member communities was approved by the Board of Directors on July 12, 2023. Below is an excerpt of those meeting minutes.

BY:   
 TITLE: Thomas L. Higginbotham Jr, Executive Director  
 DATE: July 12, 2023

**F. Consideration for approval of billing rate increases.** NENEDD Executive Director Thomas L. Higginbotham, Jr. presented. NENEDD charged \$60/hour for approximately 10 years; changing to \$75/hour for new contracts executed after January 1, 2021. Staff recommends an increase to \$85/hour for contracts effective on or after July 1, 2023. Staff also recommend a \$5/hour increase each fiscal year up to June 30, 2029. Troy Uhlir made a motion to approve billing rate increases. Sally Ganem seconded that motion. **AYES:** Sally Ganem, Troy Uhlir, Tina Biteghe Bi Ndong, Blake Denton, Loren Kucera, Meghann Buresh, Judy Mutzenberger, Justin Webb, and Tod Voss. **NAYS:** None. **ABSENT:** None. Motion carried.

|                                       | Effective<br>July 1, 2023 | Effective<br>July 1, 2024 | Effective<br>July 1, 2025 | Effective<br>July 1, 2026 | Effective<br>July 1, 2027 | Effective<br>July 1, 2028 |
|---------------------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|
| Contract Hourly Rate –<br>Member Rate | \$85.00                   | \$90.00                   | \$95.00                   | \$100.00                  | \$105.00                  | \$110.00                  |

# **NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT SERVICE/CONSULTANT AGREEMENT FOR CONSTRUCTION MANAGEMENT**

**THIS AGREEMENT** made and entered into by and between the City of Norfolk of Nebraska, hereinafter referred to as the “Community” and the Northeast Nebraska Economic Development District, hereinafter referred to as the Consultant.

**WITNESSES THAT:**

**WHEREAS**, the Community and the Consultant are desirous of entering into a contract to formalize their relationship, and

**WHEREAS**, pursuant to Title I of the Housing and Community Development Act of 1974, as amended through 1981 and 24 CFR 570, the State of Nebraska Department of Economic Development (DED) is authorized by the federal Department of Housing and Urban Development (HUD) to provide Community Development Block Grant Program funds (hereinafter referred to as CDBG funds) to units of local government selected to undertake and carry out certain programs and projects under the Nebraska State CDBG Program in compliance with all applicable local, state and federal laws, regulations and policies, and

**WHEREAS**, the Community, as part of its 2023 CDBG grant agreement with the Department, under contract number 23-DTR-008, has been awarded CDBG funds for the purposes set forth herein, and **WHEREAS**, the City of Norfolk, for the purposes set forth herein, and

**WHEREAS**, the Scope of Work included in this contract is authorized as part of the Community’s approved CDBG program, and

**WHEREAS**, it would be beneficial to the Community to utilize the Consultant as an independent entity to accomplish the Scope of Work set forth herein and such endeavor would tend to best accomplish the objectives of the local CDBG program.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived there from, the parties hereto agree as follows:

**1. Services to be Provided by the Parties**

- a. The Consultant shall complete in a satisfactory and proper manner as determined by the Community the work activities described in the Scope of Work (Attachment #1 to the contract).
- b. The Community will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 below.

**2. Time of Performance**

The effective date of this contract shall be the date the parties sign and complete execution of the contract which shall not be before November 15<sup>th</sup>, 2023. The termination date of the contract shall be the date of the Certificate of Completion letter from DED.

**3. Consideration**

The Community shall reimburse the Consultant for all allowable expenses agreed upon by the parties to complete the Scope of Work. In no event shall the total amount reimbursed by the Community exceed the sum of \$10,000.00. Reimbursement under this contract shall be based on monthly billings, supported by appropriate documentation and billed at the current board approved hourly rate see Exhibit #1.

It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this agreement.

Should the project scope be expanded, additional fees shall be negotiated for the additional basic services needed. The additional services shall be provided as authorized by the Community with compensation as a negotiated lump sum fee determined at the time of authorization.

It is also understood that this contract is funded in whole or in part with CDBG funds through the State of Nebraska CDBG Program as administered by DED and is subject to those regulations and restrictions normally associated with federally funded programs and any other requirements that the state may prescribe.

**4. Record Maintenance, Record Retention & Access to Records**

The Consultant agrees to maintain such records and follow such procedures as may be required under 2 CFR {200.300-345 and any such procedures that the Community or the Department may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Community for a period of ten years after the final audit of the Community's CDBG project, unless a longer period is required to resolve audit findings or litigation.

The Community, DED and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Consultant involving transactions to this local program and contract.

**5. Relationship**

The relationship of the Consultant to the Community shall be that of an independent Consultant rendering professional services. The consultant shall have no authority to execute contracts or to make commitments on behalf of the Community and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the Community and the Consultant.

**6. Suspension, Termination and Close Out**

If the Consultant fails to comply with the terms and conditions of this contract the Community may pursue such remedies as are legally available including, but not limited to the suspension or termination of this contract in the manner specified herein:

- a. **Suspension:** If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with the provisions of this contract, the Community may suspend the contract pending corrective actions or investigate effective not less than 7 days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the Community and is able to substantiate its full compliance with these terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the contract except:
  - 1) Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.
  - 2) If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.
  - 3) In the event all or any portion of work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the Community shall pay the Consultant for

work performed to the satisfaction of the Community, in accordance with the percentage of the work completed.

b. **Termination for Cause:** If the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exist:

- 1) The lack of compliance with the provisions of this contract are of such scope and nature that the Community deems continuation of the contract to be substantially detrimental to the interests of the Community.
- 2) The consultant has failed to take satisfactory action as directed by the Community or its authorized representative within the time specified by same.
- 3) The consultant has failed within the time specified by the Community or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract;

then, the Community may terminate this contract in whole or in part, and thereupon shall notify the Consultant of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions are allowable.

c. **Termination for Other Grounds:** This contract may also be terminated in whole or in part:

- 1) By the Community, with the consent of the Consultant, or by the Consultant with the consent of the Community, in which case the two parties shall devise by mutual agreement, the conditions of termination in part, that portion to be terminated.
- 2) If the funds allocated by the Community via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.
- 3) In the event the Community fails to pay the Consultant promptly or within 60 days after invoices are rendered, the Community agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such an event, the Community shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.
- 4) The Community may terminate this contract at any time giving at least 10 days' notice in writing to the Consultant. If the contract is terminated for convenience of the Community as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

#### **7. Changes, Amendments, Modifications**

The Community may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation therefore, which are mutually agreed upon by the Community and the Consultant shall be incorporated in written amendments to this contract.

#### **8. Personnel**

The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees or have any contractual relationship to the Community.

All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the Community. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

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The Consultant shall not assign any interest on this contract, and shall not transfer any interest on this contract (whether by assignment or notation), without prior written consent of the Community thereto; provided, however, that claims for money by the Consultant from the Community under this contract may be assigned to a bank, trust company, or other financial institutions without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Community.

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All of the reports, information, data, etc., prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the Community.

**12. Copyright**

No reports, maps, or other documents produced in whole or in part under this contract shall be subject of an application for copyright by or on behalf of the Consultant.

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The Consultant shall comply with all applicable laws, ordinances and codes of the state and local governments and the Consultant shall save the Community harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract and from failure to comply with any condition or term of this contract.

**14. Title VI of the Civil Rights Act of 1964**

The law provides that no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity receiving federal financial assistance.

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The law provides that no person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

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- b. The parties to this contract will comply with the provision of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.
- c. The Consultant will send to each labor organization or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
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SCOPE OF WORK AND FEES for City of Norfolk, Nebraska consisting of 8 pages.

**WITNESS WHEREOF**, the Community and the Consultant have executed this contract agreement as of the date and year last written below.

**COMMUNITY**

**CITY OF NORFOLK**

BY \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

**CONSULTANT**

**111 South 1<sup>st</sup> Street Norfolk, NE 68701**

BY \_\_\_\_\_

TITLE Executive Director \_\_\_\_\_

DATE \_\_\_\_\_

**APPROVED as to legal form:**

Community Attorney

BY \_\_\_\_\_

DATE \_\_\_\_\_

## ATTACHMENT 1

### CONSTRUCTION MANAGEMENT SCOPE OF WORK

The duties and responsibilities of the Consultant under this scope of work include following:

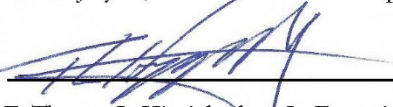
1. Provide construction management services for CDBG Davis Bacon and Related Acts (DBRA) compliance
2. Activities include, but not limited to the following:
  - Ensuring all applicable wage rates and labor standard provisions are included in the bid specifications and contract documents;
  - Bid opening and related compliance items;
  - Pre-Construction Conference and Related Compliance items;
  - Payroll verifications, or the receipt and review of signed weekly payrolls submitted by all project contractors and/or subcontractors
  - Monitoring contractor compliance
  - Site visits to ensure all required federal and state informational posters are properly displayed throughout the project;
  - Verification that all project contractors and/or subcontractors are registered and active in the System for Award Management (SAM) prior to award





**EXHIBIT #1**

The new hourly billing rate schedule for member communities was approved by the Board of Directors on July 12, 2023. Below is an excerpt of those meeting minutes.

BY:   
 TITLE: Thomas L. Higginbotham Jr, Executive Director  
 DATE: July 12, 2023

**F. Consideration for approval of billing rate increases.** NENEDD Executive Director Thomas L. Higginbotham, Jr. presented. NENEDD charged \$60/hour for approximately 10 years; changing to \$75/hour for new contracts executed after January 1, 2021. Staff recommends an increase to \$85/hour for contracts effective on or after July 1, 2023. Staff also recommend a \$5/hour increase each fiscal year up to June 30, 2029. Troy Uhlir made a motion to approve billing rate increases. Sally Ganem seconded that motion. **AYES:** Sally Ganem, Troy Uhlir, Tina Biteghe Bi Ndong, Blake Denton, Loren Kucera, Meghann Buresh, Judy Mutzenberger, Justin Webb, and Tod Voss. **NAYS:** None. **ABSENT:** None. Motion carried.

|                                       | Effective<br>July 1, 2023 | Effective<br>July 1, 2024 | Effective<br>July 1, 2025 | Effective<br>July 1, 2026 | Effective<br>July 1, 2027 | Effective<br>July 1, 2028 |
|---------------------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|
| Contract Hourly Rate –<br>Member Rate | \$85.00                   | \$90.00                   | \$95.00                   | \$100.00                  | \$105.00                  | \$110.00                  |

|                              |                  |
|------------------------------|------------------|
| For<br>Office<br>Use<br>Only | Date Rec'd _____ |
|                              | Fee \$ _____     |
|                              | Rec'd by _____   |

**ZONING CHANGE APPLICATION**

**Applicant:** Jason Tollefson 1408 Verges Ave, 68701  
Name Address  
402-817-8941 tollefson-jason@yahoo.com  
Phone Email

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

**Contact:** Jason Tollefson 1408 Verges Ave, 68701  
(other than Name Address  
applicant) 402-817-8941 tollefson-jason@yahoo.com  
Phone Email

**Current Zoning:** R3 **Proposed Zoning:** ~~ST~~ C2

\*If applying for M-U (Mixed Use) District, a copy of the plan must be submitted with the application.

**Location of Property:** 301 N 1<sup>st</sup> St. Norfolk, NE 68701

**Legal Description:** see attached

**Property Area, Square feet and/or Acres:** 0.9 acres

**Use of Adjoining Properties:**  
North: vacant trailer park East: park South: city/Geary West: city/Geary

[Signature], president TTK  
Signature of Owner

Jason Tollefson  
Printed Name of Owner

\_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Printed Name of Authorized Agent

Return Completed forms to: Norfolk Planning Department; 309 N 5<sup>th</sup> Street; Norfolk, NE 68701

**ZONING CHANGE  
JUSTIFICATION FORM**

1. What type of development does the Norfolk Comprehensive Plan recommend for this area?

mixed use

2. Does the zone change request conform to the Comprehensive Plan?

yes

3. Is the proposed property in the Floodplain hazard area as delineated under the Federal Flood Insurance program?

no

4. What is the justification for the zone change as it relates to the overall Land Use?

C2 / mixed use in general vicinity

5. How would this zoning district conform with adjacent properties' zoning?

C2 / mixed use in general vicinity

6. What is the general character of the area?

mix of retail + residential

7. Is adequate sewer and water available? How do you propose to provide adequate public utilities?

Yes but a new service needs to be installed for the building to be used.  
new water line in front to be used + private sewer line

TAX LOT 2

TAX LOT 3

TAX LOT 6 2

TAX LOT 5

# 300' BOUNDARY

TAX LOT 8

SUBDIVISION

TAX LOT 2

TAX LOT 4

TAX LOT 1

TAX LOT 3

PILGER'S 2ND ADDITION

T.L. 7

T.L. 8

T.L. 9

T.L. 10

## TRACT

JOHNSON PARK

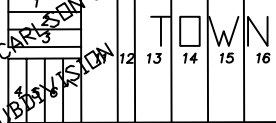
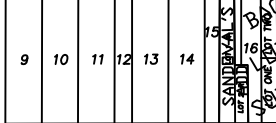
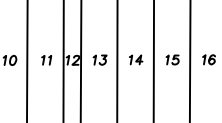
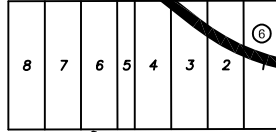
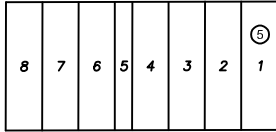
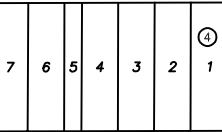
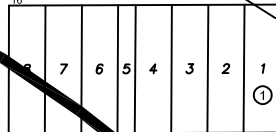
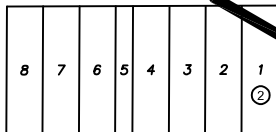
NEBRASKA

BRAASCH

RUHLOW'S

BUSSEY'S

DOLLAR GENERAL ADDITION



NOT TO SCALE

S:\DEPT\ENG\DEAN\FIREPLOT\22SE241-041123.DWG

January 3, 2024

Honorable Mayor  
and  
City Council

Dear Mayor and Council:

The Norfolk Planning Commission held a public hearing on January 3, 2024 at the request of T T K Investments Inc., to consider a zoning change from R-3 (Multiple Family Residential) to C-2 (Central Business District) on property addressed as 301 N. 1<sup>st</sup> St.

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

Sincerely,



Dan Spray, Chair  
Norfolk Planning Commission

ORDINANCE NO. 5866

AN ORDINANCE OF THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA;  
AMENDING THE ZONING DISTRICT MAP OF THE CITY OF NORFOLK, NEBRASKA;  
PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND  
PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. That the R-3 (Multiple Family Residential) zoning on the following described real estate:

A part of Tax Lot One (1) in the Southeast Quarter of the Southeast Quarter (SE ¼ SE ¼ ) of Section Twenty-two (22), Township Twenty-four (24) North, Range One (1) West of the 6<sup>th</sup> P.M., Madison County, Nebraska, described as follows: Commencing at a point 33 feet West and 301.75 feet South of the Northeast Corner of the Southeast Quarter of Southeast Quarter (SE ¼ SE ¼ ) of said Section Twenty-two (22), thence West 273.3 feet, thence in a Southeasterly direction on the arc of a curve whose radius is 176 feet, a distance of 112.2 feet, thence Southeasterly 260 feet to a point on the West right of way line of a public road, proceeding thence north on said right of way line 240 feet to the place of beginning. Said tract containing 0.9 acres and is a part of the Southeast Quarter of the Southeast Quarter (SE ¼ SE ¼) of Section Twenty-two (22), Township Twenty-four (24) North, Range One (1) West of the 6<sup>th</sup> P.M., Madison County, Nebraska

is hereby changed to C-2 (Central Business District)

Section 2. That this ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form according to law.

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

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

ATTEST:

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

(SEAL)

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

Danielle Myers-Noelle  
City Attorney

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

## AGENDA MEMO

**To:** Mayor and City Council

**Agenda:** City Council Meeting

**Date:** January 16, 2024

**Item #:** #18 – Approval of Public Transportation Funding Agreement

**Subject:** Agreement for funding between City of Norfolk and North Fork Area Transit

**Staff Contact:** Danielle Myers-Noelle  
City Attorney

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### BACKGROUND & DISCUSSION:

The Public Transportation Funding Agreement (“Agreement”) between the City of Norfolk and North Fork Area Transit (“NFAT”) is presented at the request of NFAT representatives, and follows meetings between NFAT, city staff and elected officials. NFAT representatives attended a Policies and Procedures Subcommittee meeting on January 3, 2024 to discuss their request for funding as well as changes NFAT has implemented since the alleged fraud by their previous executive director, resulting in a criminal case that is still pending. There were four subcommittee members present during this conversation. Three voted to move the funding agreement forward to full council, and one member left the meeting early and did not vote.

This Agreement is like the previous agreement between the City and NFAT, which was terminated by Resolution 2023-13 on February 21, 2023. However, there are several key differences between the previous agreement and the one attached herein, which are as follow:

- 1) This Agreement is not renewable and contemplates \$100,000.00 total, divided quarterly. The first payment will be \$50,000, since the fiscal year is already underway, but the two additional \$25,000 payments will be made in April and July 2024, respectively. *This allows the City Council to cautiously evaluate the operational progress of NFAT and allows NFAT to come back to the table during summer 2024 budget meetings to request future funding.*
- 2) This Agreement expands on the previous audit requirements and places more responsibility on NFAT to provide documentation to the City when requested. The Agreement allows the City to hire an auditor during the agreement, and also requires NFAT to notify the City if any governmental agency should initiate an investigation into the operations of NFAT.
- 3) This Agreement adds a section that requires NFAT to notify the City if the State Department of Transportation should decline to fulfill a reimbursement request and gives the City the option to

immediately terminate the Agreement, dependent on the circumstances surrounding the denial of such reimbursement.

- 4) This Agreement formalizes what was put into place on February 21, 2023, with the approval of Resolution 2023-13, which requires NFAT to have at least one Norfolk City Council member on its Board of Directors. Councilman Webb is currently filling that role.

**FISCAL IMPACT:**

- a. \$100,000 general funds (currently budgeted 2023-2024)



## PUBLIC TRANSPORTATION FUNDING AGREEMENT

By and Between the City of Norfolk and  
North Fork Area Transit, Inc.

This Transportation Funding Agreement is entered into and made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Norfolk, Nebraska, a Municipal Corporation (hereinafter "CITY"), and North Fork Area Transit, Inc., a Nebraska Nonprofit Corporation (hereinafter "NFAT"); WITNESSETH:

WHEREAS, NFAT and its predecessor authorities, the Community Concern of Norfolk, d/b/a Norfolk Public Transportation or NPT, have furnished surface transportation to the Norfolk area beginning in the year 1972; and

WHEREAS, CITY has provided a portion of the local matching funds required since the original Federal and State Grants was approved in 1972; and

WHEREAS, NPT furnished demand response transit service to the City of Norfolk and surrounding area for many years; and

WHEREAS, CITY provided a portion of the local funding match required by the Federal and State grants out of CITY's general fund by budget appropriation; and

WHEREAS, NFAT has appointed a Norfolk City Council member to its Board of Directors in accordance with City of Norfolk Resolution No. 2023-13 adopted February 21, 2023; and

WHEREAS, it is deemed in the public interest to formally outline the operational relationship between CITY and NFAT.

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

1. SERVICE AGENCY. CITY recognizes NFAT as the local operating agency to provide transportation services to the public. These services shall include demand response transit, FlexRoute transit, and other public transportation services that the NDOT 5311 grant supports in accordance with the NFAT Articles of Incorporation, its Bylaws, or as determined by its Board of Directors.

2. SERVICES PROVIDED. During the term of this Agreement, NFAT shall provide demand-response transportation to the public through its "Telelift" service. Any elimination of this service must be approved by CITY.

3. FUNDING. For services provided, CITY agrees to dedicate and transfer funding for ongoing operations for NFAT services in the amount of \$100,000.00. The first payment of \$50,000.00 shall be made within one month of approval of this Agreement. The second payment of \$25,000.00 shall be made in April 2024 and the final payment of \$25,000.00 shall be made in July 2024.

4. AUDIT. As a way of ensuring that CITY's funds will be used in compliance with the Nebraska Public Transportation Act (Nebraska Revised Statutes, Section 13-1201 to 13-1214), NFAT shall provide CITY with an annual audit of NFAT's financial statements by a certified public accountant. NFAT shall also provide any documents related to transactions requested by CITY within a reasonable amount of time. The audit shall provide specific information relating to whether all expenditures of public monies are compliant with the provisions of the Nebraska Public Transportation Act and the amount of any unspent City funding at year end. The audit shall be provided by December 31 of each year for the NFAT fiscal year ending June 30 of that year. Audits shall be required for each NFAT fiscal year until the year after all City funding under this Agreement is spent. The Audit shall fully disclose all monies paid as salary, or otherwise, to all officers of NFAT.

CITY may, as its sole discretion, select and employ an auditor of CITY's choosing and at CITY's cost to perform any audit deemed appropriate by CITY at any time during the terms of this Agreement.

In addition, NFAT will promptly inform CITY should any State or Federal regulatory agency or law enforcement agency begin an investigation or otherwise question the legality or propriety of any part of the operations of NFAT.

5. STATE REIMBURSEMENT. In the event the State of Nebraska Department of Transportation declines to fulfill a reimbursement request to NFAT for any month, or other period of time, NFAT shall immediately notify CITY of such reimbursement rejection and the circumstances pertaining thereto, and CITY shall have the option of immediately terminating this Agreement.

6. GOOD RELATIONS. Both CITY and NFAT recognize their obligation as a public body and as a non-profit corporation to exist harmoniously for the public good. To the extent it is possible, disputes arising out of this Agreement are to be resolved through discussions and negotiations by the two bodies.

7. CITY BOARD MEMBER. NFAT shall at all times have at least one Norfolk City Council member on its Board of Directors in accordance with City of Norfolk Resolution No. 2023-13 adopted February 21, 2023.

8. HOLD HARMLESS/INDEMNIFICATION. NFAT agrees to hold CITY harmless and indemnify CITY from any loss or damage or claim of loss by any third party from damage that results during the activities authorized or undertaken as provided in this Agreement.

Should this Agreement or transfer of money to NFAT be declared illegal by any Court, Federal or State regulatory agency, NFAT agrees to hold CITY harmless and return or reimburse CITY for any funds expended by CITY pursuant to this Agreement.

9. TERM. The term of this Agreement shall be for the City's fiscal year ending on September 30, 2024.

10. AMENDMENT. This Agreement may be amended upon mutual written agreement of the parties.

11. TERMINATION. Except as otherwise provided herein, this Agreement may be terminated by either party with 6 months prior written notice by the party requesting termination. This Agreement may also be terminated by mutual written agreement of both parties hereto.

12. REMAINING FUNDS. Upon termination of the Agreement, any remaining unspent funds shall be returned to CITY, unless otherwise agreed to by CITY.

13. E-VERIFY. NFAT is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

14. TITLE VI NON-DISCRIMINATION. Pursuant to the Title VI Non-Discrimination Program of the City of Norfolk, NFAT agrees to comply with the provisions set forth in Appendix A to CITY's Title VI Non-discrimination Program, if applicable. A copy of said provisions are attached hereto as Exhibit "A". Any reference to "contractor" in Exhibit "A" shall mean "NFAT" for purposes of this Agreement.

15. OBLIGATIONS SURVIVE TERM OF AGREEMENT. NFAT's audit obligations set forth in paragraph 4 hereof shall survive the term of this Agreement until all requirements of said paragraph have been met.

16. AFFIRMATIVE VOTE BY CITY. The foregoing Agreement was adopted by an affirmative vote of the majority of the elected members of the City Council of the City of Norfolk, Madison County, Nebraska, at a meeting duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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:

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

CITY OF NORFOLK, NEBRASKA,  
A Municipal Corporation

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

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

NORTH FORK AREA TRANSIT, INC.,  
A Nebraska Nonprofit Corporation

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

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

## EXHIBIT "A"

### Title VI Non-Discrimination Program

#### Non-Discrimination Provisions

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

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

The contractor shall take such action with respect to any subcontract or procurement as the (Recipient) or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the (Recipient) to enter into such litigation to protect the interests of the (Recipient), and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**City of Norfolk, Nebraska**  
**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Norfolk, Nebraska, a municipal corporation, hereinafter referred to as “City” and Toole Design Group, LLC, hereinafter referred to as “Consultant”.

**RECITALS**

WHEREAS, The City propose to engage Consultant in accordance with the terms and conditions set forth herein to render professional assistance in

Norfolk Multimodal Transportation Action Plan

(“Consultant Services”) and;

WHEREAS, Consultant possesses certain skills, experience, education and competency to perform the Consultant Services on behalf of the City, and the City desires to engage Consultant for such Consultant Services on the terms herein provided and;

WHEREAS, Consultant hereby represents that Consultant is willing and able to perform the Consultant Services in accordance with the proposed Consultant Services submitted with this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the above Recitals and the mutual obligations of the parties hereto, the parties hereto agree as follows:

1. **Contract Administrators.** Steven Rames, of the City’s Engineering Department, shall be the City’s representative for the purposes of administering this Agreement and shall have authority on behalf of the City to give approvals under this Agreement. Ciara Schlichting, of the Consultant, will supervise all services and be in charge of performance of the Consultant Services as set forth in this Agreement.
2. **Scope of Services.** Consultant agrees to undertake, perform and complete in an expeditious, satisfactory and professional manner the services set forth in Attachment A on behalf of the City. In the event there is a conflict between the terms of Attachment A and this Agreement, the terms of this Agreement shall control.
3. **Term of Agreement.** The term of this Agreement shall commence upon execution of this Agreement by both parties and shall continue until completion of all obligations of this agreement, but in no event longer than June 30, 2025.
4. **Compensation.** Engineer shall be paid the actual time of personnel performing such services on an hourly cost basis times a factor of 3.08 for services rendered by their principles and employees engaged directly on the project, and all actual reimbursable expenses in accordance with Reimbursable Expenses Schedule attached to this agreement. The aggregate, not to exceed fee, including reimbursable expenses for this contract is \$298,979.30. All approved payments will be made to the Consultant. Failure of the City to accept the recommendations or work of the Consultant on the basis of differences of professional opinion shall not be the basis for rejection of the work performed by the Consultant or for nonpayment of the Consultant.

5. **Services; Confidentiality.** All services, including reports, opinions and information to be furnished under this Agreement shall be considered confidential and shall not be divulged, in whole or in part, to any person other than to duly authorized representatives of the City, without the prior written approval of the City or by order of a court of competent jurisdiction. The provisions in this section shall survive any termination of this Agreement.
6. **City Employees; Raiding Prohibited.** Consultant shall not engage the services of any person or persons presently in the employ of the City for work covered by this Agreement without the written consent of the City.
7. **Termination of Agreement.**
  - a. This Agreement may be terminated by the City or the Consultant if the other party fails to adequately perform any material obligation required by this Agreement (“Default”). Termination rights under this paragraph may be exercised only if the defaulting party fails to cure or substantially begin to cure a Default within ten (10) business days after receiving written notice from the non-defaulting party specifying the nature of the Default.
  - b. The City may terminate this Agreement, in whole or part, for any reason for the City's own convenience upon at least ten days written notice to the Consultant.
  - c. The City may terminate this Agreement in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of the City. In the event of unavailability of funds to pay any amounts due under this Agreement, City shall immediately notify the Consultant and this Agreement shall terminate without penalty or expense to City. Upon termination, the City shall pay Consultant for any approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by this Agreement. If the Agreement is terminated by the City as provided in B or C above, Consultant shall be paid for all services performed, and reimbursable expenses incurred, not to exceed the maximum amounts payable under Article IV above, up until the date of termination. Consultant hereby expressly waives any and all claims for damages or compensation arising under this Agreement except as set forth in this paragraph in the event of termination. Further, Consultant agrees that, upon termination as provided in this paragraph, it shall not be employed by any developer or other party who is or may be interested in the work effort as defined in Article II, or interested in the decisional process relating to the application of such findings as may result from the tasks performed as defined in Article II for a period of one (1) year after such termination, without prior approval of the City.
8. **Additional Services.** The City may from time to time, require additional services from the Consultant including but not limited to, special reports, graphics, attendance at meetings or presentations. Such additional services, including the amount of compensation for such additional services, which are mutually agreed upon by and between the City and Consultant shall be effective when incorporated in written amendments to this Agreement.
9. **Fair Employment.** In connection with the performance of work under this Agreement, Consultant agrees that it shall not discriminate against any employee or applicant for employment with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status in accordance with the requirements of *Neb. Rev. Stat. § 48-1122*, as amended.

10. **Fair Labor Standards.** The Consultant shall maintain Fair Labor Standards in the performance of this Agreement as required by Chapter 73, Nebraska Revised Statutes, as amended.
11. **Assignability.** The Consultant shall not assign any interest in this Agreement, except for the work of the Subcontractors identified in this Agreement, delegate any duties or work required under this Agreement, or transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Consultant from City under this Agreement may be assigned without such approval, but notice of any such assignment shall be furnished promptly to the City.
12. **Interest of Consultant.** Consultant covenants that Consultant presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by Consultant under this Agreement.
13. **Ownership, Publication, Reproduction and Use of Material.** Consultant agrees to and hereby transfers all rights, including those of a property or copyright nature, in any reports, studies, information, data, digital files, imagery, metadata, maps, statistics, forms and any other works or materials produced under the terms of this Agreement. Ownership shall not extend to Consultant's underlying means and methods used to create work product. Additionally, any preexisting intellectual property contained within Consultant's deliverables thereto belonging to Consultant shall remain the property of Consultant unless otherwise indicated in the scope of services. No such work or materials produced, in whole or in part, under this Agreement, shall be subject to private use or copyright by Consultant without the express written consent of City. The City shall have the unrestricted rights of ownership of such works or materials and may freely copy, reproduce, broadcast, or otherwise utilize such works or materials as the City deems appropriate. The City shall also retain all such rights for any derivative works based on such works or materials. Should the City reuse or modify Consultant's documents without prior consent, the City shall indemnify and hold the Consultant harmless from and against any claim, proceeding, cause of action, damage, cost or expense that directly results from any deviation from or changes to the Consultant's Instruments of Service.
14. **Copyrights, Royalties, and Patents; Warranty.** Without exception, Consultant represents the consideration for this Agreement includes Consultant's payment for any and all royalties or costs arising from patents, trademarks, copyrights, and other similar intangible rights in any way involved with or related to this Agreement. Further, Consultant shall pay all related royalties, license fees, or other similar fees for any such intangible rights. Consultant shall defend suits or claims for infringement of any patent, copyright, trademark, or other intangible rights that Consultant has used in the course of performing this Agreement. Consultant represents that all materials, processes, or other protected rights to be used in the Consultant Services have been duly licensed or authorized by the appropriate parties for such use. Consultant agrees to furnish the City upon demand written documentation of such license or authorization. If unable to do so, Consultant agrees that the City may withhold a reasonable amount from Consultant's compensation herein to defray any associated costs to secure such license or authorization or defend any infringement claim.
15. **Insurance; Coverage.** The Consultant shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City, which shall not withhold approval unreasonably, with the coverages, minimum limits, and endorsements described herein and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this



Contract shall begin until all insurance obligations herein are met to the satisfaction of the City, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City prior to execution of the Agreement. Deductible levels shall be provided in writing from the Consultant's insurer and will be no more than \$100,000.00 per occurrence.

a. **Workers' Compensation; Employers' Liability.**

The Consultant shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$1,000,000.00 each accident or injury shall be included. The Consultant shall provide the City with an endorsement for waiver of subrogation. The Consultant shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

b. **Commercial General Liability.**

The Consultant shall provide proof of Commercial General Liability Insurance with the coverages and at the minimum limits set forth herein. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury and shall be no less than \$1,000,000 Each Occurrence and \$2,000,000 Aggregate. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the Consultant shall provide an additional insured endorsement acceptable to the City. The description of operations must state "Blanket coverage for all projects and operations of Consultant" or similar language that meets the approval of the City, which approval shall not be unreasonably withheld.

c. **Automobile Liability.** The Consultant shall provide proof of Automobile coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

d. **Pollution Liability.** (Required only if appropriate\*)

Consultants shall provide proof of pollution liability insurance arising out of all operations of the Consultants and sub-consultants, due to discharge, dispersal, release, or escape of contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water with bodily injury and property damage limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- 2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 3) Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
- 4) Definition of pollution conditions shall include but are not limited to; asbestos, lead, and mold so that these risks are covered if caused by Consultant/successful candidate's work or operations.
- 5) Coverage is required on an occurrence form.

*\*Coverage required whenever work under contract involves pollution risk to the environment.*

- e. **Errors and Omissions; Professional Liability.** (Required only if appropriate\*)  
Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Consultant in the performance of this Agreement, with a liability limit of not less than \$1,000,000 each claim. Consultant shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act, including infringement of intellectual property (except patent and trade secret) of the Consultant.  
*\*Required whenever service Consultant is required to be certified, licensed or registered by a regulatory entity and/or where the Consultant's judgment in planning and design could result in economic loss to City/County/PBC.*
- f. **Additional Insured.**  
An Additional Insured endorsement shall be provided to City naming City as additional insured under the commercial general liability policy and automobile liability policy. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the City being secondary or excess.**
- g. **Certificates; Endorsements.**  
The Consultant shall provide certificates of insurance and endorsements evidencing compliance with these requirements. Endorsements shall include, but not be limited to, additional insured, waiver of subrogation, and 30 days' notice of cancellation. Other endorsements shall be provided by the Consultant as may be required by the City. During the term of the Agreement and during the period of any required continuing coverages, the Consultant shall provide, prior to expiration of the policies, certificates and endorsements evidencing renewal of insurance coverages. The parties agree that the failure of City to object to the form of a certificate and/or additional insured endorsement provided shall not constitute a waiver of this requirement.
- h. **Risk of Loss; Sub-consultant.**  
Except to the extent covered by the builder's risk insurance, the Consultant shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any Sub-consultant's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Consultant shall be solely responsible for ensuring each sub-consultant shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other sub-consultants. Consultant shall protect its Work from damage by the elements or by other trades working in the area.
- i. **Umbrella or Excess Liability.**  
The Consultant may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.
- j. **Minimum Scope of Insurance.**  
All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.
- k. **Indemnification.**

To the fullest extent permitted by law the Consultant shall indemnify, and hold harmless the Owner, its elected officials, officers, employees, agents, consultants, and employees from and against claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Consultant, a sub-consultant, anyone employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Consultant shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the Owner.

**i. Reservation of Rights.**

The City reserves the right to require a higher limit of insurance or additional coverages when the City determines that a higher limit or additional coverage is required to protect the City or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

**m. Sovereign Immunity.**

Nothing contained in this clause or other clauses of this Agreement/Contract shall be construed to waive the Sovereign Immunity of the City.

16. **Notice.** Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by fax, commercial carrier or certified mail, postage prepaid, return receipt requested to the following addresses:

City of Norfolk Nebraska  
Risk Management  
Attention: Lyle Lutt

Toole Design Group, LLC  
Attn: Mitch Coffman

309 N. 5<sup>th</sup> Street  
Norfolk, NE 68701

8484 Georgia Avenue, Suite 800  
Silver Spring, MD 20910

17. **Independent Contractor.** The City is interested only in the results produced by this Agreement. Consultant has sole and exclusive charge and control of the manner and means of performance. Consultant shall perform as an independent contractor and it is expressly understood and agreed that Consultant is not an employee of the City and is not entitled to any benefits to which City employees are entitled, including, but not limited to, overtime, retirement benefits, workmen's compensation benefits, sick leave and/or injury leave.
18. **Nebraska Law.** This Agreement shall be construed pursuant to the laws of the State of Nebraska.
19. **Integration.** This Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Agreement.

20. **Amendment.** This Agreement may be amended or modified only in writing signed by both the City and Consultant.
21. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
22. **Waiver of Contractual Right.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
23. **Audit and Review.** The Consultant shall be subject to audit pursuant to Chapter 13.168 of the Norfolk Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to this Agreement, as allowed by law.
24. **Federal Immigration Verification.** If the Consultant is a business entity or corporation, then in accordance with Neb. Rev. Stat. §§ 4-108 through 4-114, the Consultant agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 USC 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A. 1324b. The Consultant shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to [www.uscis.gov/everify](http://www.uscis.gov/everify).
- a. **Attestation Form.** If the Consultant is an individual or sole proprietor, the Consultant agrees to complete the United States Citizenship Attestation Form as provided by the City and attach it to the Agreement.
- b. **Public Benefits Eligibility Status Check.** If the Consultant is agreeing to determine eligibility for and provide a public benefit as public benefit is defined under Neb. Rev. Stat. §§ 4-108 through 4-114, the Consultant agrees to have each applicant for public benefits attest that he or she is a U.S. citizen or qualified alien using the form attached. The Consultant agrees to register and use the SAVE Program as required under Neb. Rev. Stat. §§ 4-108 through 4-114. If the applicant indicates he or she is an alien, the Consultant shall verify the applicant's lawful presence in the United States as provided under the SAVE Program and retain all documentation and provide copies of such documentation at the City's request. For information on the SAVE program, go to [www.uscis.gov/SAVE](http://www.uscis.gov/SAVE).
25. **Representations.** Each party hereby certifies, represents and warrants to the other party that the execution of this Agreement is duly authorized and constitutes a legal, valid and binding obligation of said party.
26. **Professional Licensing.** Consultant shall be a legal business entity registered with the Nebraska Secretary of State and, if required, the State of Nebraska Board of Engineers and Architects.

IN WITNESS WHEREOF, Consultant and the City do hereby execute this Agreement as of the Execution Date set forth above.

**CITY OF NORFOLK, NEBRASKA**


By: \_\_\_\_\_  
Josh Moenning, Mayor of Norfolk

ATTEST:

\_\_\_\_\_

Brianna Duerst,  
City Clerk

**TOOLE DESIGN GROUP, LLC**

By:   
\_\_\_\_\_  
Ciara Schlichting  
Title: Director of Operations, Midwestern US

**UNITED STATES CITIZENSHIP ATTESTATION FORM  
FOR INDIVIDUAL CONSULTANT  
(to be used pursuant to Section XXVII.B)**

For the purposes of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

I am a citizen of the United States.

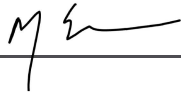
OR

I am a qualified alien under the Federal Immigration and Nationality Act. My immigration status and alien number are as follows:

\_\_\_\_\_, and I agree to provide a copy of the USCIS (United States Citizenship and Immigration Services) documentation upon request required to verify the Consultant's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete and accurate and I understand that this information may be used to verify my lawful presence in the United States. I understand and agree that lawful presence in the United States is required and the consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §§ 4-108.

PRINT NAME: Roswell Eldridge  
(First, Middle, Last)

SIGNATURE: 

DATE: 1/10/2024

**UNITED STATES CITIZENSHIP ATTESTATION FORM  
FOR PUBLIC BENEFIT  
(to be used pursuant to Section XXVII.C)**

For the purposes of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

I am a citizen of the United States.


OR

I am a qualified alien under the Federal Immigration and Nationality Act. My immigration status and alien number are as follows:

\_\_\_\_\_, and I agree to provide a copy of my USCIS (United States Citizenship and Immigration Services) documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete and accurate and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME: Roswell Eldridge  
(First, Middle, Last)

SIGNATURE: 

DATE: 1/10/2024

December 20, 2023

Anna Allen, PE – Assistant City Engineer  
City of Norfolk, NE  
309 N 5<sup>th</sup> Street  
Norfolk, NE 68701

**RE: Norfolk Multimodal Transportation Action Plan  
Scope of Services and Fee Proposal**

Dear Anna Allen,

Toole Design Group is pleased to submit our scope of services for the development of a Multimodal Transportation Action Plan (MTAP) for the City of Norfolk. We share the vision of creating a safer multimodal transportation system for walkers, cyclists, transit users, motorists, and users of all other modes with a focus on reducing traffic deaths and serious injuries.

Toole Design understands the City of Norfolk's desire to develop an MTAP that integrates safety and Complete Streets. The foundation of safe streets in Norfolk lies in the Safe System Approach and Complete Streets principles. Complete Streets are safe, and feel safe, for everyone that is using the street. Complete Streets policies direct transportation agencies to routinely plan, design, build, operate, and maintain safe street networks for everyone. Complete Streets design guidelines transform the project-development process to prioritize safety for all street users. Safe Streets and Roads for All Users (SS4A) program supports the Safe System Approach, and proven safety countermeasures to eliminate crashes resulting in serious injury or death. Objectives of this Approach include designing roadway environments to mitigate human mistakes and account for injury tolerances, to encourage safer behaviors, and to facilitate safe travel by the most vulnerable users.

The Scope of Services establishes a process to develop a MTAP that will address the community need for safe streets, the requirements of the SS4A program, and the need to move towards a Complete Streets approach to street design that emphasizes safety and access for Norfolk's most vulnerable users including bicyclists and pedestrians. The Scope of Services provides details describing tasks to deliver the MTAP that are consistent with the proposal submitted on October 17, 2023 and discussion from the scoping meeting held on November 14, 2023 between the City of Norfolk staff and Toole Design staff. The duration of MTAP development is anticipated to last 15 months.

We are excited to work with the City, and to partner with Olsson, to deliver the MTAP.

## **Scope of Services**

### **Task 1: Project Management**

#### *Task 1.1: Project Management Plan & Schedule*

The Toole Design Team will develop a Project Management Plan (PMP) that includes communication preferences and protocols, project management goals and actions, formatting for technical reports and deliverables, and a



detailed schedule with milestones and critical dates for the project. The PMP will be a living document that will be reviewed at check in meetings and updated as needed. The detailed schedule will evolve as the project progresses, and will include deliverables and timelines for each task, serving as the living plan to keep the project on track.

#### *Task 1.2: Quality Assurance / Quality Control Plan*

The Toole Design Team will develop a Quality Assurance / Quality Control (QA/QC) Plan, which will be implemented in each deliverable for each task. Our QA/QC lead and/or our subject matter experts will review all deliverables. All engineering and design deliverables will be reviewed by a professional engineer with expertise in safety, and all data analysis will include a review of data cleaning and consolidation before any analysis is conducted.

#### *Task 1.3: Project & Federal Aid Kickoff Meeting*

The Toole Design Team will meet with the City Project Manager and staff virtually to kick off the project by reviewing key elements of the draft PMP and discuss the project scope, schedule, key deliverable deadlines, agency member coordination and involvement in project decisions, integration of the safety planning process in the City's existing committee and planning processes, and risk management for the overall project. This kickoff meeting will also serve as the required federal-aid kickoff meeting for the federal grant process. The Toole Design Team will provide an agenda and relevant materials prior to the meeting and a summary of discussion and action items after the meeting.

#### *Task 1.4: Project Management Team Meetings*

The Toole Design Team will lead virtual meetings with the City's Project Management Team (PMT) on a biweekly basis (up to 33 meetings) for a half-hour each. Additional members of our team will attend these meetings as needed. The purpose of these meetings is to monitor the project's progress and plan for next steps, using the PMP as a guide. Agenda items may include receiving feedback on deliverables, problem solving, scheduling, budget status, and scoping questions. The Toole Design Team will provide agendas prior to each meeting along with relevant materials and provide a summary of discussion and action items after each meeting.

#### *Task 1.5: Progress Reports and Invoicing*

The Toole Design Team will provide monthly project status reports and invoices.

#### **Task 1 Deliverable(s):**

- PMP and schedule
- Project kickoff meeting agenda and summary notes
- Biweekly PMT meetings agendas and summary of key decisions and action items (up to 33 meetings, virtual, 30 minutes each)
- Monthly progress reports and invoices (up to 15)

#### **Task 1 City Expectations:**

- Review PMP and schedule and provide consolidated, non-conflicting comments
- Participation in project kickoff meeting
- Participation in biweekly PMT meetings including follow-up on action items
- Review and approval of monthly progress reports and invoices
- The City will lead a process to provide the team with clear, non-conflicting comments to facilitate the revision process of draft deliverables

## **Task 2: Stakeholder and Community Engagement**

### *Task 2.1: Engagement and Communications Plan*

The Toole Design Team will develop an Engagement and Communications Plan (ECP) that outlines the goals and strategies to engage the public and key stakeholders, anticipated engagement tools, and preliminary schedule.

It is assumed that there will be two (2) rounds of public and stakeholder engagement. The first will occur early in the process and focus on identifying community needs. The second will occur later in the process and focus on getting feedback on draft recommendations.

### *Task 2.2: Action Plan Committee Meetings*

The Toole Design Team will facilitate four (4) Action Plan Committee meetings. The Toole Design Team will provide agendas prior to each meeting along with relevant materials and provide a summary of discussion and action items after each meeting.

### *Task 2.3: Project Website*

The Toole Design Team will develop a project website and update the website up to three (3) times, including translation of content in Spanish.

### *Task 2.4: Survey and Mapping*

The Toole Design Team will develop an online survey including an online mapping exercise to obtain public input. The Toole Design Team will also create the survey in PDF format that can be printed for hardcopy use. The Toole Design Team will input hardcopy surveys (up to 200) into the online platform, develop a summary of input on survey questions, summarize map comments, and develop maps (up to 3) displaying categorized public comments from the online mapping exercise. We will translate the survey into Spanish and translate Spanish responses (up to 100 surveys).

### *Task 2.5: Virtual Stakeholder Meetings*

The Toole Design Team will facilitate targeted stakeholder and/or stakeholder group meetings (up to 16 meetings, virtual, 1 hour each). Potential stakeholders include the Nebraska Department of Transportation (NDOT), North Fork Area Transit, traditionally underserved communities, and other transportation and community stakeholders. The City of Norfolk will identify stakeholders and aid in scheduling meetings with the Toole Design Team. The Toole Design Team will provide agendas prior to each meeting along with relevant materials and provide summaries of key decisions and action items after each meeting.

### *Task 2.6: In-Person Events*

The Toole Design Team will facilitate a combination of public meetings, pop-up events, and/or walking tours to obtain input from the public. We assume, and have budgeted for, one (1) in-person public meeting, four (4) pop-up events, and two (2) walking tours. The Toole Design Team will schedule events, coordinate with events or locations, develop promotional materials, develop engagement materials, and develop summary of feedback.

### *Task 2.7: Goal Setting Workshop*

The Toole Design Team will facilitate a safety and Complete Streets goal setting workshop with City Council (in-person, 1 hour). The Toole Design Team will provide an agenda prior to the workshop, facilitate the workshop with assistance from City Staff, and provide a summary of discussions. After the workshop, the Toole Design Team will develop draft and final goals with input from City staff. After the workshop, the Toole Design Team will document the goals in a memorandum. These goals will be integrated into the plan with the intent of being adopted as City policy.

### **Task 2.8: Recommendations Workshop**

The Toole Design Team will facilitate a recommendations workshop with City Council (in-person, 1 hour). The Toole Design Team will provide an agenda prior to the workshop, facilitate the workshop with assistance from City Staff, and provide a summary of discussions.

### **Task 2.9: Engagement Memo**

The Toole Design Team will develop summaries of community and stakeholder input for up to two (2) rounds of engagement.

#### **Task 2 Deliverable(s):**

- Draft and final ECP
- Action Plan Committee meeting agendas and summary notes (up to 4 meetings, Toole Design Team to attend virtually)
- Draft project website content, final website, and up to 3 updates including translation to Spanish
- Draft survey questions and online mapping framework, final online and PDF survey including translation to Spanish, and final online mapping exercise
- Stakeholder meeting agendas and summary notes (up to 16 meetings, virtual, 1 hour each)
- In-person engagement events (up to 1 public meeting, up to 4 pop-up events, and up to 2 walking tours, or a combination of in-person events similar in level of effort and required travel as the aforementioned events)
- Goal setting workshop agenda and materials and summary of discussion
- Recommendations workshop agenda and materials and summary of discussion
- Draft and final Goals Memo
- Consolidated summary of community and stakeholder engagement for each round of engagement (up to 2)

#### **Task 2 City Expectations:**

- Review draft ECP and provide consolidated, non-conflicting comments
- Identify Action Plan Committee members, finalize membership, coordinate with members, schedule meetings, provide a meeting venue with appropriate equipment to facilitate virtual participation, and assist with meeting facilitation
- Provide a list of individuals and/or groups of stakeholders along with contact information and assist in scheduling meetings
- Assist in identifying locations and events for in-person engagement, assisting with facilitation, and covering costs (if applicable) for securing venues
- Coordinate the goal setting workshop with City Council and assist with facilitation
- Coordinate the recommendations workshop with City Council and assist with facilitation

### **Task 3: Data and Policies Review**

#### **Task 3.1: Data Collection**

The Toole Design Team will work with City staff to obtain the most current ten-year period of crash data available from the Nebraska Department of Transportation. We may request to review other crash data sources, such as emergency medical services and redacted police reports as needed to further understand the factors in fatal and serious injury crashes across the region.

The Toole Design Team will obtain available City and North Fork Area Transit GIS datasets on transportation features, to be supplemented with publicly available data obtained by the Toole Design Team to create a transportation feature GIS.

The Toole Design Team will obtain Replica data (or similar source) where valuable to analyses, such as speed profiles, traffic by mode, and more.

The Toole Design Team will obtain US Census data for the study area of the City.

The Toole Design Team will obtain land use data from the City.

The Toole Design Team will use USDOT SS4A equity resources, Census block demographic information, and information provided by City staff as the key equity data. Based on the demographic information, Toole Design will identify transportation disadvantaged communities and locations.

Please note that Toole Design will utilize existing data and information that is available but will not be creating data reporting systems with this project (e.g., if a transportation feature data set is not available, Toole Design will not create a transportation feature data set for this project). Toole Design is not responsible for correcting or cleaning data and will use provided data sources as-is.

### ***Task 3.2: Data Memo***

The Toole Design Team will document the data obtained, assess the completeness of the data, and develop a memorandum to document the data to be used for the future tasks.

### ***Task 3.3: Policy / Best Practice Review***

The Toole Design Team will review existing City policies, programs, and practices including engineering, education, and enforcement practices. We will document Safe System and Complete Streets approaches and elements. We will identify opportunities to integrate Safe System Approach and Complete Streets best practices into the existing City policies, programs, and practices. We will also identify opportunities for new City policies, programs, and practices based upon best practices.

#### **Task 3 Deliverable(s):**

- Data Memo
- Draft and final Best Practice Memo

#### **Task 3 City Expectations:**

- Provide and/or assist in the collection of requested data
- Review Data Memo including review of data to ensure accuracy
- Identify and provide City policies, programs, and practices
- Review draft Best Practice Memo and provide consolidated, non-conflicting comments

### **Task 4: Analyses**

#### ***Task 4.1: Retrospective Crash Analysis and High Injury Networks***

The Toole Design Team will review crash data with a city-wide lens before focusing on specific locations. We will summarize trends year-to-year, by travel mode, by crash type, and by severity level to create a data-driven basis for prioritizing crashes by type, mode, and more. The descriptive crash statistics will lead to an initial assessment of factors associated with higher crash risk.

The Toole Design Team will identify locations of any crash resulting in fatality or serious injury, as well as all reported crashes on a crash location dot map. We will then conduct a sliding window crash analysis for pedestrians, bicycles, freight, and motor vehicles to identify and score corridors where crash severity and number

of crashes are higher across the City of Norfolk. From those sliding windows, we will identify corridors where crash severity and number of crashes are highest across the study area by individual mode and for all modes combined, creating High Injury Networks (HIN). The retrospective crash analysis and HIN methodology and outcomes will be summarized. The HIN will be visualized on a map.

#### *Task 4.2: Crash Risk Assessment*

The Toole Design Team will utilize a facility profile analysis to identify roadway facilities with the greatest potential for safety improvement by identifying combinations of attributes associated with elevated average crash frequencies. The crash risk assessment methodology and outcomes will be summarized. The results will be visualized on a map.

#### *Task 4.3: Complete Streets Analysis*

The Toole Design Team will analyze community context and the role of streets in providing multimodal connectivity, access, and mobility. Using readily available data from Task 3, we will provide a general assessment of travel patterns across the roadway network to get an understanding of opportunities and constraints for a Complete Streets approach. We will overlay the travel patterns with the safety analysis results from Task 4.1 and 4.2, land use, and the Network Analysis and Network plans from the Norfolk Bicycling and Walking Network Plan to identify key corridors and locations that would greatly benefit from Complete Streets interventions. Public and stakeholder input from Task 2 may be used in this analysis, depending upon the timing of the task and the relevancy of input obtained. The Complete Streets analysis methodology and outcomes will be summarized.

#### *Task 4.4: Equity Analysis*

The Toole Design Team will overlay crash data, high-injury networks, crash risk assessment, and Complete Streets analysis onto transportation disadvantaged communities and locations to further the understanding of how safety and multimodal networks may impact disadvantaged communities. The equity analysis methodology and outcomes will be summarized.

#### *Task 4.5: Analysis Memo*

The Toole Design Team will compile a memo summarizing the analysis methodologies and outcomes from Task 4.

#### **Task 4 Deliverable(s):**

- Draft and final Analysis Memo

#### **Task 4 City Expectations:**

- Review draft Analysis Memo and provide consolidated, non-conflicting comments

### **Task 5: Recommendations**

#### *Task 5.1: Safety Countermeasure and Complete Streets Toolbox*

The Toole Design Team will develop a toolbox of Proven Safety Countermeasures (from FHWA, NACTO, and other agencies) that are targeted to the context of the Norfolk community, are consistent with Safe System Approach principles, and are focused on eliminating fatal and serious injury crashes (not all crashes as a whole). Building upon the toolbox of Proven Safety Countermeasures, the Toole Design Team will develop additional design elements that specifically address bicycle and pedestrian access and safety.

#### *Task 5.2: Implementation and Funding Opportunities*

The Toole Design Team will assess the opportunities for implementing the Safety Countermeasure and Complete Streets Toolbox. We will develop a framework for integrating the Safe System Approach and Complete Streets

principles into the project development process based upon community context and street function. We will expand upon the framework by providing design elements and criteria based upon national best practices.

The Toole Design Team will review future City-funded projects and funding programs to identify opportunities to implement elements of the Toolbox. State and Federal projects and programs will be reviewed to identify additional opportunities to implement elements of the Toolbox.

Implementation efforts will also include suggestions for development of missing regulatory guidance that would help ensure future project efforts meet the principles of the Safe System Approach and Complete Streets, such as development policies and plan refinements.

#### *Task 5.3: Implementation Strategy and Prioritization*

The Toole Design Team will develop a list of strategies and projects for implementation. Using the analyses results and input from the public and stakeholders, we will develop and implement a prioritization process for strategies and projects. City staff will provide guidance on modified priorities after the data-driven prioritization process is complete. The Toole Design Team will develop an implementation matrix of strategies and projects, documenting action steps, implementation schedule, responsible parties, and other pertinent information.

The Toole Design Team will advise City staff on the applicability of certain types of projects to various grant funding programs, such as SS4A Implementation.

#### *Task 5.4: Priority Location Site Visits*

The Toole Design Team will conduct site visits to document conditions and assess applicability of enhancements for priority projects (up to 8 hours of site assessment by 2 staff).

#### *Task 5.5: Concept Visualizations and Cost Estimates*

The Toole Design Team will develop concept drawings and planning-level cost estimates for up to eight (8) projects (up to four (4) 1-mile street corridors and four (4) major intersections, or similar scale). These could include demonstration projects which are temporary projects that can be quickly implemented to show proof of concept and gain public support for design concepts, especially those that are unfamiliar to the public.

#### *Task 5.6: Progress Transparency and Performance Measures*

The Toole Design Team will develop performance measures based upon the goals and strategies. We will develop a simple reporting template for the City to publish regular updates on progress.

#### **Task 5 Deliverable(s):**

- Draft and final Safety Countermeasure and Complete Streets Toolbox
- Draft and final Safe System Approach and Complete Streets framework, design elements, and design criteria
- Implementation Matrix
- Concept drawings and planning-level cost estimates (up to 4 1-mile street corridors and 4 major intersections, or similar scale)
- Performance measure reporting template

#### **Task 5 City Expectations:**

- Documentation of the City's project development process
- Review draft Safe System Approach and Complete Streets framework, design elements, and design criteria and provide consolidated, non-conflicting comments
- Provide list and details on future City projects and funding programs
- Review draft Implementation Matrix and provide consolidated, non-conflicting comments

- Input on prioritization results to aid in selecting final priority projects / locations
- Provide the most current cost estimates, bids, and other information to help inform cost estimates

## **Task 6: Multimodal Transportation Action Plan**

The Toole Design Team will develop a MTAP document between 30 and 60 pages in length.

### *Task 6.1: MTAP Outline*

The Toole Design Team will develop an annotated outline of the MTAP for City staff review and approval.

### *Task 6.2: Draft MTAP*

The Toole Design Team will develop a content draft MTAP in Microsoft Word format for City staff review.

The Toole Design Team will modify the draft based upon staff comments and develop a layout draft for Action Plan Committee review.

### *Task 6.3: Final MTAP, Executive Summary, and Presentation*

The Toole Design Team will develop a final draft MTAP final based upon Action Plan Committee comments and guidance by City staff for final City staff review.

The Toole Design Team will develop a final MTAP.

The Toole Design Team will develop a highly visual draft and final executive summary to highlight key elements of the MTAP.

The Toole Design Team will develop a final presentation to City Council, with assistance from City staff.

### *Task 6.4: Approval Support*

The Toole Design Team will support the approval of the MTAP by coordinating with City staff and assisting with the presentation to City Council.

#### **Task 6 Deliverable(s):**

- Draft MTAP outline (word document with no graphics)
- Content draft MTAP (word document and minimal graphics)
- Layout draft MTAP (PDF with graphics)
- Final draft MTAP (PDF with graphics)
- Final MTAP (PDF with graphics)
- Draft and final executive summary (PDF with graphics)
- PowerPoint presentation

#### **Task 6 City Expectations:**

- Review draft MTAP outline and provide consolidated, non-conflicting comments
- Review content draft MTAP and provide consolidated, non-conflicting comments
- Review layout draft
- Review final draft MTAP and provide consolidated, non-conflicting comments
- Review draft executive summary and provide consolidated, non-conflicting comments
- Lead the presentation to City Council for approval

## **Task 7: Direct Expenses**

Toole Design:

- Printing, software/technology, and six (6) person trips to Norfolk

- » Task 2.6: In-Person Events. One (1) staff, one (1) trip to attend public meeting
- » Task 2.7: Goal Setting Workshop. Two (2) staff, one (1) trip
- » Task 2.8: Recommendations Workshop. Two (2) staff, one (1) trip
- » Task 6.4: Approval Support. One (1) staff, one (1) trip

Olsson:

- Printing, software/technology, and eleven (11) person trips to Norfolk
  - » Task 2.6: In-Person Events.
    - Public meeting. Three (3) staff, one (1) trip each
    - Pop-up events. Two (2) staff, two (2) trips each, assuming two (2) pop-ups per trip
    - Walking tours. Two (2) staff, one (1) trip each, assuming both tours on one (1) trip
  - » Task 5.4: Priority Location Site Visits.
    - Two (2) staff, one (1) trip each

## Project Budget

The following budget reflects the level of effort contained within this scope of services.

| Norfolk Multimodal Transportation Action Plan<br>Fee Estimate Summary |                                       |                               |  |                         |                               |                       |
|---|---------------------------------------|-------------------------------|--|-------------------------|-------------------------------|-----------------------|
| Project Tasks   |                                       | Toole Design<br>Hours by Task | Toole Design<br>Labor Total by<br>Task | Olsson Hours<br>by Task | Olsson Labor<br>Total by Task | TOTAL Cost by<br>Task |
| 1   | Project Management                    |                               |  |                         |                               |                       |
|   | Subtotal Hours                        | 130                           |  | 47                      |                               |                       |
|   | Subtotal Cost                         |                               | \$ 20,685.50                           |                         | \$ 7,550.00                   | \$ 28,235.50          |
| 2   | Stakeholder and Community Engagement  |                               |  |                         |                               |                       |
|   | Subtotal Hours                        | 409                           |  | 243                     |                               |                       |
|   | Subtotal Cost                         |                               | \$ 53,082.00                           |                         | \$ 34,370.00                  | \$ 87,452.00          |
| 3   | Data and Policies Review              |                               |  |                         |                               |                       |
|   | Subtotal Hours                        | 100                           |  | 0                       |                               |                       |
|   | Subtotal Cost                         |                               | \$ 13,038.00                           |                         | \$ -                          | \$ 13,038.00          |
| 4   | Analyses                              |                               |  |                         |                               |                       |
|   | Subtotal Hours                        | 296                           |  | 0                       |                               |                       |
|   | Subtotal Cost                         |                               | \$ 41,842.60                           |                         | \$ -                          | \$ 41,842.60          |
| 5   | Recommendations                       |                               |  |                         |                               |                       |
|   | Subtotal Hours                        | 446                           |  | 68                      |                               |                       |
|   | Subtotal Cost                         |                               | \$ 59,901.00                           |                         | \$ 11,040.00                  | \$ 70,941.00          |
| 6   | Multimodal Transportation Action Plan |                               |  |                         |                               |                       |
|   | Subtotal Hours                        | 324                           |  | 31                      |                               |                       |
|   | Subtotal Cost                         |                               | \$ 40,675.20                           |                         | \$ 4,795.00                   | \$ 45,470.20          |
| 7   | Expenses                              |                               |  |                         |                               |                       |
|   | Subtotal Hours                        |                               |  |                         |                               |                       |
|   | Subtotal Cost                         |                               | \$ 7,500.00                            |                         | \$ 4,500.00                   | \$ 12,000.00          |
| <b>Total Hours</b>  |                                       | <b>1705</b>                   |  | <b>389</b>              |                               |                       |
| <b>TOTAL Cost</b>   |                                       |                               | <b>\$ 236,724.30</b>                   |                         | <b>\$ 62,255.00</b>           | <b>\$ 298,979.30</b>  |

Additional Staff/Classifications/Rates may be utilized to fulfill contract.

Reimbursable Expenses will be charged at cost.

Rates for estimating purposes, invoicing will be at cost plus a 3.08 multiplier.

Multiplier to be reevaluated in June of 2025.









# 00MSP.00180\_Consultant Services Agreement - (not for plan set design) 2022\_FINAL

Final Audit Report

2024-01-08

|                 |  |
|-----------------|--|
| Created:        | 2024-01-08                                   |
| By:             | Noren Hartman (nhartman@tooledesign.com)     |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAou3GoKNWuwIBDRE6lHrwFRwugcUPu-U7 |

## "00MSP.00180\_Consultant Services Agreement - (not for plan set design) 2022\_FINAL" History

-  Document created by Noren Hartman (nhartman@tooledesign.com)  
2024-01-08 - 4:06:40 PM GMT
-  Document emailed to cschlichting@tooledesign.com for signature  
2024-01-08 - 4:07:06 PM GMT
-  Email viewed by cschlichting@tooledesign.com  
2024-01-08 - 7:21:53 PM GMT
-  Signer cschlichting@tooledesign.com entered name at signing as Ciara Schlichting  
2024-01-08 - 7:23:19 PM GMT
-  Document e-signed by Ciara Schlichting (cschlichting@tooledesign.com)  
Signature Date: 2024-01-08 - 7:23:21 PM GMT - Time Source: server
-  Agreement completed.  
2024-01-08 - 7:23:21 PM GMT

ORDINANCE NO. 5867

AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA TO AMEND SECTION 2-5 OF THE OFFICIAL CITY CODE TO UPDATE WATER RATES AND WASTEWATER TREATMENT RATES; TO CORRECT A TYPOGRAPHICAL ERROR IN A BUILDING PERMIT FEE THAT WENT INTO EFFECT OCTOBER 1, 2023; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. That Section 2-5 of the Official City Code be and the same are hereby amended to read as follows:

**Sec. 2-5. Schedule of Fees.**

(a) In the event the description of any fee appearing in the Schedule of Fees in subsection (b) is inconsistent with the wording of the corresponding Code section, the wording of the Code section shall be deemed to control.

(b) Schedule of Fees:

| Category          | Description of Fee   | Municipal Code Reference | Fee        | Date Last Modified |
|-------------------|--|--------------------------|------------|--------------------|
| Ambulance Fees    | Basic life support, non-emergency.   | 2-2                      | \$600.00   | 11/1/2022          |
| Ambulance Fees    | Basic life support, emergency.   | 2-2                      | \$775.00   | 11/1/2022          |
| Ambulance Fees    | Basic life support, assist only.   | 2-2                      | \$100.00   | 9/1/2015           |
| Ambulance Fees    | Advanced life support (1), non-emergency.  | 2-2                      | \$700.00   | 10/1/2019          |
| Ambulance Fees    | Advanced life support (1), emergency (one or two ALS interventions).   | 2-2                      | \$925.00   | 11/1/2022          |
| Ambulance Fees    | Advanced life support (2), emergency (at least three different medications/procedures).  | 2-2                      | \$1,200.00 | 11/1/2022          |
| Ambulance Fees    | Advanced life support, assist only.  | 2-2                      | \$250.00   | 10/1/2019          |
| Ambulance Fees    | Specialty care transport (inter-hospital service beyond scope of paramedic).   | 2-2                      | \$950.00   | 10/1/2019          |
| Ambulance Fees    | Fee per mile loaded outside Norfolk corporate city limits from 1 to 17 miles. Not including basic life support assistance or advanced life support assistance. | 2-2                      | \$18.00    | 11/1/2022          |
| Ambulance Fees    | Fee per mile loaded outside Norfolk corporate city limits from 18-50 miles. Not including basic life support assistance or advanced life support assistance.   | 2-2                      | \$16.00    | 11/1/2022          |
| Ambulance Fees    | Fee per mile loaded outside Norfolk corporate city limits for 50+ miles. Not including basic life support assistance or advanced life support assistance.      | 2-2                      | \$14.00    | 11/1/2022          |
| Blighted Property | Processing fee to declare real property blighted.  | 2-3                      | \$100.00   |                    |

| Category      | Description of Fee  | Municipal Code Reference | Fee      | Date Last Modified |
|---------------|---|--------------------------|----------|--------------------|
| Alarm Systems | False alarms (with current permit on file), not including fire alarms, occurring 7-10 times within a permit year, per occurrence.           | 2.5-5(a)                 | \$25.00  | 11/1/2022          |
| Alarm Systems | False alarms (with current permit on file), not including fire alarms, occurring 11-15 times within a permit year, per occurrence.          | 2.5-5(a)                 | \$50.00  | 11/1/2022          |
| Alarm Systems | False alarms (with current permit on file), not including fire alarms, occurring 16-20 times within a permit year, per occurrence.          | 2.5-5(a)                 | \$75.00  | 11/1/2022          |
| Alarm Systems | False alarms (with current permit on file), not including fire alarms, occurring 21 or more times within a permit year, per occurrence.     | 2.5-5(a)                 | \$100.00 | 11/1/2022          |
| Alarm Systems | False alarms (without current permit on file), not including fire alarms, occurring 1-6 times within any 12-month period, per occurrence.   | 2.5-5(a)                 | \$25.00  | 11/1/2022          |
| Alarm Systems | False alarms (without current permit on file), not including fire alarms, occurring 7-10 times within any 12-month period, per occurrence.  | 2.5-5(a)                 | \$50.00  | 11/1/2022          |
| Alarm Systems | False alarms (without current permit on file), not including fire alarms, occurring 11-15 times within any 12-month period, per occurrence. | 2.5-5(a)                 | \$75.00  | 11/1/2022          |
| Alarm Systems | False alarms (without current permit on file), not including fire alarms, occurring 16-20 times within any 12-month period, per occurrence. | 2.5-5(a)                 | \$100.00 | 11/1/2022          |

| Category                            | Description of Fee   | Municipal Code Reference | Fee             | Date Last Modified |
|-------------------------------------|--|--------------------------|-----------------|--------------------|
| Alarm Systems                       | False alarms (without current permit on file), not including fire alarms, occurring 21 or more times within any 12-month period, per occurrence. | 2.5-5(a)                 | \$125.00        | 11/1/2022          |
| Alarm Systems                       | Fire false alarms occurring 7-10 times within a permit year, per occurrence.   | 2.5-5(b)                 | \$150.00        |                    |
| Alarm Systems                       | Fire false alarms occurring 11-15 times within a permit year, per occurrence.  | 2.5-5(b)                 | \$500.00        |                    |
| Alarm Systems                       | Fire false alarms occurring 16 or more times within a permit year, per occurrence.   | 2.5-5(b)                 | \$630.00        |                    |
| Alcoholic Beverage Occupation Taxes | Manufacturer of alcohol and spirits.   | 3-27(a)                  | \$2,000.00      |                    |
| Alcoholic Beverage Occupation Taxes | Manufacturer of beer.  | 3-27(a)                  | Same as license |                    |
| Alcoholic Beverage Occupation Taxes | Manufacturer of wine.  | 3-27(a)                  | \$500.00        |                    |
| Alcoholic Beverage Occupation Taxes | Alcoholic liquors distributor.   | 3-27(a)                  | \$1,500.00      |                    |
| Alcoholic Beverage Occupation Taxes | Beer distributor.  | 3-27(a)                  | \$1000.00       |                    |
| Alcoholic Beverage Occupation Taxes | Retailer of beer only, for consumption on the premises.  | 3-27(a)                  | \$200.00        |                    |

| <b>Category</b>                     | <b>Description of Fee</b>   | <b>Municipal Code Reference</b> | <b>Fee</b> | <b>Date Last Modified</b> |
|-------------------------------------|---|---------------------------------|------------|---------------------------|
| Alcoholic Beverage Occupation Taxes | Retailer of beer only, for consumption off the premises.                            | 3-27(a)                         | \$200.00   |                           |
| Alcoholic Beverage Occupation Taxes | Retailer of alcoholic liquors for consumption on the premises and off the premises. | 3-27(a)                         | \$600.00   |                           |
| Alcoholic Beverage Occupation Taxes | Retailer of alcoholic liquors for consumption off the premises.                     | 3-27(a)                         | \$400.00   |                           |
| Alcoholic Beverage Occupation Taxes | Retailer of alcoholic liquors for consumption on the premises.                      | 3-27(a)                         | \$500.00   |                           |
| Alcoholic Beverage Occupation Taxes | Special designated permit, per day.   | 3-27(a)                         | \$80.00    |                           |
| Alcoholic Beverage Occupation Taxes | Non-beverage user: Class 1.   | 3-27(a)                         | \$10.00    |                           |
| Alcoholic Beverage Occupation Taxes | Non-beverage user: Class 2.   | 3-27(a)                         | \$50.00    |                           |
| Alcoholic Beverage Occupation Taxes | Non-beverage user: Class 3.   | 3-27(a)                         | \$100.00   |                           |
| Alcoholic Beverage Occupation Taxes | Non-beverage user: Class 4.   | 3-27(a)                         | \$200.00   |                           |
| Alcoholic Beverage Occupation Taxes | Non-beverage user: Class 5.   | 3-27(a)                         | \$500.00   |                           |

| <b>Category</b>                                 | <b>Description of Fee</b>   | <b>Municipal Code Reference</b> | <b>Fee</b> | <b>Date Last Modified</b> |
|---|---|---------------------------------|------------|---------------------------|
| Alcoholic Beverage Occupation Taxes             | Catering permit for Class C, D or I licensees.  | 3-27(a)                         | \$200.00   |                           |
| Alcoholic Beverage Occupation Taxes             | Bottle club.  | 3-27(a)                         | \$500.00   |                           |
| Animals and Fowl                                | Animal impoundment fee for returned loose animals.  | 4-6                             | \$10.00    |                           |
| Animals and Fowl                                | Dog and cat pet licenses.   | 4-11                            | Free       |                           |
| Animals and Fowl                                | Daily boarding fee, payable along with impoundment fee.   | 4-25                            | \$5.00     |                           |
| Animals and Fowl                                | First violation per owner or animal, payable along with impoundment fee.                                    | 4-25                            | \$15.00    |                           |
| Animals and Fowl                                | Second violation per owner or animal, payable along with impoundment fee.                                   | 4-25                            | \$20.00    |                           |
| Animals and Fowl                                | Third violation per owner or animal, payable along with impoundment fee.                                    | 4-25                            | \$30.00    |                           |
| Bicycles and Scooters                           | Bicycle registration.   | 5-2(b)                          | Free       | 11/1/2022                 |
| Bicycles and Scooters                           | Duplicate bicycle registration.   | 5-2(b)                          | Free       | 11/1/2022                 |
| Bicycles and Scooters                           | Motor scooter (gas/electric) registration.  | 5-25(c)                         | \$5.00     |                           |
| Bicycles and Scooters                           | Duplicate scooter (gas/electric) registration.  | 5-25(c)                         | \$5.00     |                           |
| Bicycles and Scooters                           | Release from impoundment (not inclusive of towing or removal fees).   | 5-27(c)                         | \$25.00    |                           |
| Building (General) Contractor Registration Fees | Issuance of general building contractor's registration (issued in first year of 3-year registration cycle). | 6-38<br>6-40                    | \$150.00   | 12/1/2020                 |

| Category  | Description of Fee  | Municipal Code Reference | Fee  | Date Last Modified |
|---|---|--------------------------|--|--------------------|
| Building (General) Contractor Registration Fees | Issuance of general building contractor's registration (issued in second year of 3-year registration cycle)                               | 6-38<br>6-40             | \$100.00   | 12/1/2020          |
| Building (General) Contractor Registration Fees | Issuance of general building contractor's registration (issued in third year of 3-year registration cycle).                               | 6-38<br>6-40             | \$50.00  | 12/1/2020          |
| Building Permit Fees                            | Building permit fee per finished square foot for new construction and additions: ground floor and above.                                  | 6-18<br>6-162            | <del>\$.025</del> \$0.25   | 10-1-2023          |
| Building Permit Fees                            | Building permit fee per square foot for new construction and additions: basement  | 6-18<br>6-162            | \$0.175  | 10-1-2023          |
| Building Permit Fees                            | Building permit fee per finished square foot for new construction and additions: attached garage.   | 6-18<br>6-162            | \$0.14   | 10-1-2023          |
| Building Permit Fees                            | Building permit fee per finished square foot for basement finish or remodel.  | 6-18<br>6-162            | \$0.205  | 10-1-2023          |
| Building Permit Fees                            | Building permit fee per square foot for unfinished and accessory structures: detached garages, accessory buildings, decks and warehouses. | 6-18<br>6-162            | \$0.175 up to 100,000 sq. ft. and \$0.01 for each additional sq. ft. | 10-1-2023          |
| Building Permit Fees                            | Building permit fee per foot of height for new communication towers.  | 6-18<br>6-162            | \$6.18   | 10-1-2023          |
| Building Permit Fees                            | Building permit fee per foot of height to co-locate on a tower.   | 6-18<br>6-162            | \$3.09   | 10-1-2023          |
| Building Permit Fees                            | Permit fee to locate a manufactured home in a mobile home park.   | 6-18<br>6-162            | \$123.00   | 10-1-2023          |
| Building Permit Fees                            | Permit fee to install an in-ground swimming pool.   | 6-18<br>6-162            | \$123.00   | 10-1-2023          |
| Building Permit Fees                            | Building permit fee to install a sign from 0-99 sq. ft.   | 6-18                     | \$34.50  | 10-1-2023          |



| Category                                | Description of Fee   | Municipal Code Reference | Fee   | Date Last Modified |
|---|--|--------------------------|---|--------------------|
| Building Permit Fees                    | Building permit fee to install a sign from 100-199 sq. ft.   | 6-18                     | \$62.30   | 10-1-2023          |
| Building Permit Fees                    | Building permit fee to install a sign from 200-300 sq. ft.   | 6-18                     | \$123.00  | 10-1-2023          |
| Building Permit Fees                    | Demolition permit  | 6-18<br>6-162            | \$51.50   | 10-1-2023          |
| Building Permit Fees                    | Miscellaneous/minimum permit fee.  | 6-18<br>6-162            | \$34.50   | 10-1-2023          |
| Building Permit Fees                    | Permit fee when work commences prior to permit application.  | 6-18<br>6-162            | Triple normal permit fee                        |                    |
| Building Permit Fees                    | Re-inspection fee for third and subsequent re-inspection.  | 6-18<br>6-162            | \$59.50   | 10-1-2023          |
| Building Code Appeal                    | Application fee for appeal of a decision of a code official and/or the director of planning and development.   | 6-18                     | \$500.00 + publication and court reporter costs | 12/1/2020          |
| Electrical Code Appeal                  | Application fee for appeal of a decision of a code official and/or the director of planning and development  | 6-18<br>6-57             | \$500.00 + publication and court reporter costs | 12/1/2020          |
| Electrical Contractor Registration Fees | First time issuance of State of Nebraska electrical contractor, Class B electrical contractor, Class A master electrician, Class B master electrician, special electrician, or a fire alarm installer's registration (issued in first year of 2-year registration cycle).  | 6-71                     | \$125.00  | 10/3/2016          |
| Electrical Contractor Registration Fees | First time issuance of State of Nebraska electrical contractor, Class B electrical contractor, Class A master electrician, Class B master electrician, special electrician, or a fire alarm installer's registration (issued in second year of 2-year registration cycle). | 6-71                     | \$75.00   | 12/1/2020          |

| Category                                | Description of Fee   | Municipal Code Reference | Fee  | Date Last Modified |
|---|--|--------------------------|--|--------------------|
| Electrical Contractor Registration Fees | Renewal issuance of State of Nebraska electrical contractor, Class B electrical contractor, Class A master electrician, Class B master electrician, special electrician, or a fire alarm installer's registration. | 6-71                     | \$100.00   | 12/1/2020          |
| Electrical Permit Fees                  | Electrical permit fee based on valuation of work to be completed from \$1.00 - \$1,500.00.   | 6-94                     | \$34.50  | 10-1-2023          |
| Electrical Permit Fees                  | Electrical permit fee for work valued between \$1,501.00 and \$34,000.00. Permit cost calculated at \$5.00 per each \$500.00 value increase or fraction thereof, plus \$34.50 minimum permit fee.                  | 6-94                     | \$34.50 (permit) + \$5.00/\$500.00 value increase    | 10-1-2023          |
| Electrical Permit Fees                  | Electrical permit fee for work valued at greater than \$34,000.00. Permit cost calculated at \$10.00 per each \$1,000.00 value increase or fraction thereof, after \$34,000.00, plus \$359.50 minimum permit fee.  | 6-94                     | \$359.50 (permit) + \$10.00/\$1000.00 value increase | 10-1-2023          |
| Electrical Permit Fees                  | Minimum permit fee.  | 6-94                     | \$34.50  | 10-1-2023          |
| Electrical Permit Fees                  | Permit fee when work commences prior to permit application.  | 6-94                     | Triple normal permit fee                             |                    |
| Electrical Permit Fees                  | Re-inspection fee for third and subsequent re-inspections.   | 6-94                     | \$59.50  | 10-1-2023          |
| Energy Code Appeal                      | Application fee for appeal of a decision of a code official and/or the director of planning and development  | 6-18<br>6-172            | \$500.00 + publication and court reporter costs      | 12/1/2020          |
| Mechanical Permit Fees                  | New installation fee, per number of square feet conditioned.   | 6-107                    | \$0.035  | 10-1-2023          |

| Category                                | Description of Fee   | Municipal Code Reference | Fee  | Date Last Modified |
|---|--|--------------------------|--|--------------------|
| Mechanical Permit Fees                  | Heating unit permit fee, under 140,000 BTU.                                  | 6-107                    | \$41.20  | 10-1-2023          |
| Mechanical Permit Fees                  | Heating unit permit fee, 141,000 BTU - 499,000 BTU (per unit).               | 6-107                    | \$180.00   | 10-1-2023          |
| Mechanical Permit Fees                  | Heating unit permit fee, greater than 499,000 BTU (per unit).                | 6-107                    | \$295.00   | 10-1-2023          |
| Mechanical Permit Fees                  | Cooling unit permit fee, residential (per unit).                             | 6-107                    | \$36.00  | 10-1-2023          |
| Mechanical Permit Fees                  | Cooling unit permit fee, commercial (per ton).                               | 6-107                    | \$12.25  | 10-1-2023          |
| Mechanical Permit Fees                  | Cooling unit permit fee, industrial chillers (per unit).                     | 6-107                    | \$840.00   | 10-1-2023          |
| Mechanical Permit Fees                  | Miscellaneous installation fee (not requiring new/replacement equipment).    | 6-107                    | \$34.50  | 10-1-2023          |
| Mechanical Permit Fees                  | Mixing/VAV (variable air volume) boxes.                                      | 6-107                    | \$34.50  | 10-1-2023          |
| Mechanical Permit Fees                  | Exhaust fans: (excludes one- and two-family dwellings)                       | 6-107                    | \$0.08<br>x exhaust CFM)                                     | 10-1-2023          |
| Mechanical Permit Fees                  | Infrared pipe heating systems or hanging unit heaters permit fee (per unit). | 6-107                    | \$41.00  | 10-1-2023          |
| Mechanical Permit Fees                  | Minimum permit fee.  | 6-107                    | \$34.50  | 10-1-2023          |
| Mechanical Permit Fees                  | Packaged Terminal Air Conditioner (PTAC Unit)                                | 6-107                    | \$34.50 for first unit plus \$10.00 per each additional unit | 10-1-2023          |
| Mechanical Permit Fees                  | Permit fee when work commences prior to permit application.                  | 6-107                    | Triple normal permit fee                                     |                    |
| Mechanical Permit Fees                  | Re-inspection fee for third and subsequent re-inspections.                   | 6-107                    | \$59.50  | 10-1-2023          |
| Mechanical Contractor Registration Fees | First time issuance of mechanical contractor's 1 year registration.          | 6-109                    | \$75.00  | 10/3/2016          |

| <b>Category</b>                         | <b>Description of Fee</b>   | <b>Municipal Code Reference</b> | <b>Fee</b>                                      | <b>Date Last Modified</b> |
|---|---|---------------------------------|---|---------------------------|
| Mechanical Contractor Registration Fees | Renewal of mechanical contractor's registration, 1year.   | 6-109                           | \$50.00   | 10/3/2016                 |
| Gas Contractor Registration Fees        | Original gas contractor's registration.   | 6-111                           | \$75.00   |                           |
| Gas Contractor Registration Fees        | Renewal of gas contractor's registration.   | 6-111                           | \$50.00   |                           |
| Mechanical Code Appeal                  | Application fee for appeal of a decision of a code official and/or the director of planning and development   | 6-18<br>6-113                   | \$500.00 + publication and court reporter costs | 12/1/2020                 |
| Plumbing Permit Fees                    | 1st trap installation.  | 6-122                           | \$12.00   | 10-1-2023                 |
| Plumbing Permit Fees                    | Additional trap installation fee (per trap).  | 6-122                           | \$6.10 plus \$0.035 per finished square foot    | 10-1-2023                 |
| Plumbing Permit Fees                    | Installation of 4 inch sanitary sewer line, per 100 feet of line or fraction thereof.                         | 6-122                           | \$14.25   | 10-1-2023                 |
| Plumbing Permit Fees                    | Installation of sanitary sewer line greater than 4 inches, per 100 feet of line or fraction thereof.          | 6-122                           | \$24.25   | 10-1-2023                 |
| Plumbing Permit Fees                    | Installation of private water line up to and including 1 inch line, per 100 feet of line or fraction thereof. | 6-122                           | \$14.25   | 10-1-2023                 |
| Plumbing Permit Fees                    | Installation of private water line greater than 1-inch, per 100 feet of line or fraction thereof.             | 6-122                           | \$24.25   | 10-1-2023                 |
| Plumbing Permit Fees                    | Minimum permit fee.   | 6-122                           | \$34.50   | 10-1-2023                 |
| Plumbing Permit Fees                    | Permit fee when work commences prior to permit application.   | 6-122                           | Triple normal fee                               | 3/19/2018                 |
| Private Water Line Installation         | Re-inspection fee for third and subsequent re-inspection.   | 6-122                           | \$59.50   | 10-1-2023                 |

| <b>Category</b>  | <b>Description of Fee</b>   | <b>Municipal Code Reference</b> | <b>Fee</b>                                      | <b>Date Last Modified</b> |
|--|---|---------------------------------|---|---------------------------|
| Plumbing Code Appeal   | Application fee for appeal of a decision of a code official and/or the director of planning and development | 6-18<br>6-124                   | \$500.00 + publication and court reporter costs | 12/1/2020                 |
| Plumbing Contractor Registration Fee                           | Original plumbing contractor's registration.  | 6-143(a)                        | \$75.00   |                           |
| Plumbing Contractor Registration Fee                           | Renewal of plumbing contractor's registration.  | 6-143(a)                        | \$50.00   |                           |
| Journeyman and Apprentice Plumber's Registration Fees          | Original journeyman plumber's registration fee.   | 6-144(b)                        | \$50.00   |                           |
| Journeyman and Apprentice Plumber's Registration Fees          | Renewal of journeyman plumber's registration fee.   | 6-144(b)                        | \$25.00   |                           |
| Journeyman and Apprentice Plumber's Registration Fees          | Apprentice plumber's registration fee.  | 6-145                           | \$10.00   |                           |
| Well Driller Registration Fees                                 | Well driller's registration fee.  | 6-146                           | \$25.00   | 12/1/2020                 |
| Private Wastewater (Septic) System Installer Registration Fees | Private wastewater (septic) system installer's registration fee.  | 6-146                           | \$25.00   | 12/1/2020                 |
| One- and Two-Family Dwelling Code Appeal                       | Application fee for appeal of a decision of a code official and/or the director of planning and development | 6-18<br>6-162                   | \$500.00 + publication and court reporter costs | 12/1/2020                 |

| <b>Category</b>                                | <b>Description of Fee</b>  | <b>Municipal Code Reference</b> | <b>Fee</b>                                      | <b>Date Last Modified</b> |
|--|--|---------------------------------|---|---------------------------|
| Property Maintenance                           | Application fee for appeal of a decision of a code official and/or the director of planning and development. | 6-183                           | \$500.00 + publication and court reporter costs | 10/1/2018                 |
| Fuel Gas Code Appeal                           | Application fee for appeal of a decision of a code official and/or the director of planning and development  | 6-18<br>6-192                   | \$500.00 + publication and court reporter costs | 12/1/2020                 |
| Fireworks                                      | Fireworks stand occupation tax (annually, per permit).   | 8-5                             | \$500.00  | 10/1/2018                 |
| Fire Code Permit Fees                          | L.P.G. tank, 20 - 500 gallon water capacity.   | 8-28                            | \$25.00   |                           |
| Fire Code Permit Fees                          | L.P.G. tank, 501 - 90,000 gallon water capacity.   | 8-28                            | \$35.00   |                           |
| Fire Code Permit Fees                          | Flammable and combustible liquid tanks, 50 - 20,000 gallon water capacity.                                   | 8-28                            | \$70.00   |                           |
| Fire Sprinkler and Suppression Contractor Fees | Initial registration to install fire sprinkler and suppression systems.                                      | 8-29                            | \$75.00   |                           |
| Fire Code Permit Fees                          | Annual re-registration to install fire sprinkler and suppression systems.                                    | 8-29                            | \$50.00   |                           |
| Fire Sprinkler and Suppression Contractor Fees | Fire sprinkler system permit, per head.  | 8-29                            | \$1.50  |                           |
| Fire Sprinkler and Suppression Contractor Fees | Fire suppression system permit, per extinguishing agent discharge point.                                     | 8-29                            | \$3.00  |                           |
| Fire Alarm Installer Contractor Fees           | First time issuance of fire alarm installer contractor 1 year registration.                                  | 8-31                            | \$75.00   | 10/3/2016                 |

| <b>Category</b>                      | <b>Description of Fee</b>   | <b>Municipal Code Reference</b> | <b>Fee</b>                                      | <b>Date Last Modified</b> |
|--------------------------------------|---|---------------------------------|---|---------------------------|
| Fire Alarm Installer Contractor Fees | First time issuance of fire alarm installer contractor 2 year registration. | 8-31                            | \$125.00  | 10/3/2016                 |
| Fire Alarm Installer Contractor Fees | Renewal of fire alarm installer contractor 2 year registration.             | 8-31                            | \$100.00  | 10/3/2016                 |
| Fire Alarm Installer Contractor Fees | Fire alarm system permit fee, per initiation and warning device.            | 8-31                            | \$2.00  | 3/19/2018                 |
| Fire Code Appeal                     | Application fee for appeal of a decision of the fire code official          | 8-45                            | \$500.00 + publication and court reporter costs | 12/1/2020                 |
| Garbage and Trash                    | Typical municipal solid waste, per ton.                                     | 10-27(1)                        | \$78.80   | 11/1/2022                 |
| Garbage and Trash                    | NNSWC gate fee, per ton.  | 10-28(a)                        | \$24.00   |                           |
| Garbage and Trash                    | Transfer station inspection fee, per load.                                  | 10-28(b)                        | \$8.00  |                           |
| Garbage and Trash                    | Transfer station minimum MSW fee, per vehicle.                              | 10-28(c)                        | \$12.00   |                           |
| Garbage and Trash                    | Transfer station operating fee, per ton.                                    | 10-28(c)                        | \$54.80   | 11/1/2022                 |
| Garbage and Trash                    | Sale of compost and wood chips (after first 1,000 lbs.), per ton            |                                 | \$10.00   | 10/1/2021                 |
| Garbage and Trash                    | Sorting/loading labor, per hour, including equipment                        | 10-28(d)                        | \$60.00   | 1-2-2024                  |
| Garbage and Trash                    | Handling of items unacceptable for transfer to NNSWC landfill, per item     | 10-28(d)                        | \$15.00   | 1-2-2024                  |
| Garbage and Trash                    | Crematory, single animal.   | 10-28(d)                        | \$90.00   | 1-2-2024                  |
| Garbage and Trash                    | Crematory, multiple animals.  | 10-28(d)                        | \$90.00   | 11/1/2022                 |
| Garbage and Trash                    | Crematory, contraband   | 10-28(d)                        | \$90.00   | 11/1/2022                 |

| <b>Category</b>   | <b>Description of Fee</b>   | <b>Municipal Code Reference</b> | <b>Fee</b>  | <b>Date Last Modified</b> |
|-------------------|---|---------------------------------|---|---------------------------|
| Garbage and Trash | Automotive battery, each.   | 10-28(d)                        | \$5.00  |                           |
| Garbage and Trash | Computer/TV monitors, each.   | 10-28(d)                        | \$15.00   | 10/1/2016                 |
| Garbage and Trash | Computer system disposal, each.   | 10-28(d)                        | \$15.00   |                           |
| Garbage and Trash | Concrete, clean and un-coated, per ton.                                 | 10-28(d)                        | \$5.00  |                           |
| Garbage and Trash | Concrete, coated and/or painted, per ton.                               | 10-28(d)                        | \$5.00  |                           |
| Garbage and Trash | Construction and demolition, untreated dimensional lumber, per ton.     | 10-28(d)                        | \$30.00   |                           |
| Garbage and Trash | Car tires, each.  | 10-28(d)                        | \$6.50  | 1-2-2024                  |
| Garbage and Trash | Hazardous waste.  | 10-28(d)                        | Actual costs associated with handling, storage and disposal |                           |
| Garbage and Trash | Light truck tires, each.  | 10-28(d)                        | \$6.50  | 1-2-2024                  |
| Garbage and Trash | Truck tires/skid loader rubber tracks, each.                            | 10-28(d)                        | \$20.00   | 1-2-2024                  |
| Garbage and Trash | Implement/racing/skid steer tires, each.                                | 10-28(d)                        | \$35.00   | 10/1/2018                 |
| Garbage and Trash | Tire with rim, each.  | 10-28(d)                        | Twice the stated tire fee                                   |                           |
| Garbage and Trash | Appliances, each.   | 10-30(a)                        | \$12.00   | 11/1/2022                 |
| Garbage and Trash | Appliances with Freon, each.  | 10-30(a)                        | \$35.00   | 11/1/2022                 |
| Garbage and Trash | Yard waste, per 36 gallon bag.  | 10-30(b)                        | \$0.60  |                           |
| Garbage and Trash | Yard waste, per cubic yard.   | 10-30(b)                        | \$3.00  | 10/1/2011                 |
| Garbage and Trash | Yard waste, per ton.  | 10-30(b)                        | \$19.00   |                           |
| Garbage and Trash | Yard waste, flat rate for standard size pickup boxes and smaller, each. | 10-30(b)                        | \$3.00  |                           |



| <b>Category</b>                  | <b>Description of Fee</b>  | <b>Municipal Code Reference</b> | <b>Fee</b>                      | <b>Date Last Modified</b> |
|----------------------------------|--|---------------------------------|---------------------------------|---------------------------|
| Garbage and Trash                | Tree waste, per ton.   | 10-30(c)                        | \$19.00                         |                           |
| Garbage and Trash                | Brush and limbs, flat rate for standard size pickup boxes and smaller, each.   | 10-30(c)                        | \$3.00                          |                           |
| Garbage and Trash                | Floppy discs, flash drives, small tape back-ups shredding, each.   | NA                              | \$0.50                          | 11/4/2013                 |
| Garbage and Trash                | Large tape back-ups, phones without batteries shredding, each.   | NA                              | \$1.00                          | 11/4/2013                 |
| Garbage and Trash                | Hard drives shredding, each.   | NA                              | \$2.00                          | 10/1/2018                 |
| Garbage and Trash                | Tractor tires/large rubber tractor tracks, each.   | NA                              | \$100.00                        | 10/1/2018                 |
| Garbage and Trash                | Scale out weighing, one weight from stored weights, one weight is new.   | NA                              | \$10.00                         | 11/1/2022                 |
| Garbage and Trash                | Scale in weighing, weigh a vehicle in and out.   | NA                              | \$10.00                         | 11/4/2013                 |
| Garbage and Trash                | Sale of dirt, pickup or small trailer loaded by hand.  | NA                              | \$5.00                          | 11/4/2013                 |
| Garbage and Trash                | Transfer trailer rent and transportation (within city limits and extraterritorial zoning jurisdiction only), per load. | 10-29                           | \$250.00 plus landfill gate fee | 10/1/2016                 |
| Health and Sanitation            | Public pool operating permit (class B, C, D, E, or F pools).   | 11-47                           | \$50.00                         | 10/1/2013                 |
| Permits and Business Regulations | Circus, annual fee (not required for non-profit or civic clubs).   | 13-17(a)                        | \$500.00                        |                           |
| Permits and Business Regulations | Carnival, daily fee.   | 13-17(b)                        | \$50.00                         |                           |
| Permits and Business Regulations | Salvage yard permit annual fee.  | 13-42(a)                        | \$50.00                         |                           |

| <b>Category</b>                  | <b>Description of Fee</b>  | <b>Municipal Code Reference</b> | <b>Fee</b>        | <b>Date Last Modified</b> |
|----------------------------------|--|---------------------------------|-------------------|---------------------------|
| Permits and Business Regulations | Antique and used merchandise annual permit.  | 13-58(a)                        | \$25.00           |                           |
| Permits and Business Regulations | Auction permit, annual fee.  | 13-58(a)                        | \$25.00           |                           |
| Permits and Business Regulations | Second hand dealer permit, annual fee.   | 13-58(a)                        | \$25.00           |                           |
| Permits and Business Regulations | Pawnbroker's permit, annual fee.   | 13-71(b)                        | \$100.00          | 11/21/2011                |
| Permits and Business Regulations | Telecommunications occupation tax.   | 13-80(a)                        | 3% gross receipts |                           |
| Permits and Business Regulations | Failure of telephone company to provide statement of quarterly gross receipts subject to occupation tax. | 13-82(b)                        | \$25,000.00       |                           |
| Permits and Business Regulations | Itinerant merchant, 30-day permit  | 13-113(a)                       | \$25.00           | 2/21/2017                 |
| Permits and Business Regulations | Itinerant merchant, 90-day permit  | 13-113(a)                       | \$60.00           | 2/21/2017                 |
| Permits and Business Regulations | Itinerant merchant, 180-day permit   | 13-113(a)                       | \$125.00          | 2/21/2017                 |
| Permits and Business Regulations | Itinerant merchant, annual permit  | 13-113(a)                       | \$250.00          | 2/21/2017                 |
| Permits and Business Regulations | Itinerant merchant (occupation tax), per vehicle.  | 13-113(a)                       | \$50.00           | 2/21/2017                 |
| Permits and Business Regulations | Peddler/solicitor, 30-day permit   | 13-113(b)                       | \$25.00           | 2/21/2017                 |
| Permits and Business Regulations | Peddler/solicitor, 90-day permit   | 13-113(b)                       | \$60.00           | 2/21/2017                 |

| <b>Category</b>                  | <b>Description of Fee</b>   | <b>Municipal Code Reference</b> | <b>Fee</b>                       | <b>Date Last Modified</b> |
|----------------------------------|---|---------------------------------|----------------------------------|---------------------------|
| Permits and Business Regulations | Peddler/solicitor, 180-day permit   | 13-113(b)                       | \$125.00                         | 2/21/2017                 |
| Permits and Business Regulations | Peddler/solicitor, annual permit  | 13-113(b)                       | \$250.00                         | 2/21/2017                 |
| Permits and Business Regulations | Peddler/solicitor (occupation tax) per vehicle  | 13-113(b)                       | \$5.00                           | 2/21/2017                 |
| Permits and Business Regulations | Street vendor/temporary merchant, 30-day permit   | 13-113(c)                       | \$25.00                          | 2/21/2017                 |
| Permits and Business Regulations | Street vendor/temporary merchant, 90-day permit   | 13-113(c)                       | \$60.00                          | 2/21/2017                 |
| Permits and Business Regulations | Street vendor/temporary merchant, 180-day permit  | 13-113(c)                       | \$125.00                         | 2/21/2017                 |
| Permits and Business Regulations | Street vendor/temporary merchant, annual permit   | 13-113(c)                       | \$250.00                         | 2/21/2017                 |
| Permits and Business Regulations | Street vendor/temporary merchant (occupation tax), per vehicle.   | 13-113(c)                       | \$5.00                           | 2/21/2017                 |
| Permits and Business Regulations | Appeal of denied itinerant merchant, peddler, solicitor, street vendor, or temporary merchant permit, non-refundable. | 13-117                          | \$100.00                         | 11/21/2011                |
| Permits and Business Regulations | Games of chance (occupation tax).   | 13-143                          | 5% of gross receipts per quarter |                           |
| Permits and Business Regulations | Distributing gambling devices (occupation tax).   | 13-144                          | 5% of gross receipts per quarter |                           |
| Permits and Business Regulations | Gambling device permit fee per location.  | 13-148                          | \$10.00                          |                           |
| Permits and Business Regulations | Horse-drawn carriage business license   | 13-202                          | \$25.00                          | 11/21/2011                |

| <b>Category</b>                     | <b>Description of Fee</b>   | <b>Municipal Code Reference</b> | <b>Fee</b>                                | <b>Date Last Modified</b> |
|-------------------------------------|---|---------------------------------|---|---------------------------|
| Permits and Business Regulations    | Sidewalk café, annual license/renewal (May 1 through April 30)  | 13-311                          | \$250.00                                  | 5/6/2019                  |
| Permits and Business Regulations    | Small wireless facilities, application fee for collocation on existing city pole, per facility (not to exceed \$500 for up to 5 facilities on same application) | 13-231(a)                       | \$100.00                                  | 9/8/2020                  |
| Permits and Business Regulations    | Small wireless facilities, application for installation modification, or replacement of utility pole and collocation of facility thereon, per pole              | 13-231(a)                       | \$250.00                                  | 9/8/2020                  |
| Permits and Business Regulations    | Small wireless facilities, use of city's right of way, annually   | 13-231(b)                       | Occupation tax levied under Sec. 13-80(a) | 9/8/2020                  |
| Permits and Business Regulations    | Small wireless facilities, collocation of facility on city pole in city's right of way, per pole annually   | 13-231(b)                       | \$20.00                                   | 9/8/2020                  |
| Permits and Business Regulations    | Sexually oriented business registration/renewal, annually   | 13-354(a)                       | \$250.00                                  | 6/7/2021                  |
| Permits and Business Regulations    | Sexually oriented business manager's registration/renewal, annually   | 13-354(a)                       | \$50.00                                   | 6/7/2021                  |
| Permits and Business Regulations    | Sexually oriented business, application fee for initial registration  | 13-354(b)                       | \$250.00                                  | 6/7/2021                  |
| Permits and Business Regulations    | Short-term rental license, annually   | 13-373(e)                       | \$150.00                                  | 6/7/2021                  |
| Mobile Homes and Mobiles Home Parks | Mobile home park permit, plus \$1.00 per space.   | 15-33                           | \$25.00 + \$1.00 per space                |                           |
| Nuisances                           | Administrative weed/litter/drainage fee.  | 17-16                           | \$25.00                                   |                           |

| <b>Category</b>           | <b>Description of Fee</b>   | <b>Municipal Code Reference</b> | <b>Fee</b>   | <b>Date Last Modified</b> |
|---------------------------|---|---------------------------------|--|---------------------------|
| Nuisances                 | Weed abatement fee.   | 17-16                           | Cost as billed by contractor plus \$0.01 per square foot if weeds are controlled by the city |                           |
| Nuisances                 | Litter removal.   | 17-16                           | Actual cost of litter removal  |                           |
| Nuisances                 | Stagnant water mitigation.  | 17-16                           | Actual cost of draining and filling to remove stagnant water                                 |                           |
| Nuisances                 | Graffiti removal.   | 17-55(c)                        | Actual cost to remove graffiti   |                           |
| Response to Large Parties | Large party response fee.   | 20-8                            | Actual cost  |                           |
| Streets and Sidewalks     | Sidewalk mobilization fee.  | 22-23(c)                        | \$100.00   |                           |
| Streets and Sidewalks     | Construction or repair of sidewalks per square foot.                              | 22-23(c)                        | \$10.00  |                           |
| Streets and Sidewalks     | Under concrete pavement minimum fee, includes first 2 square yards.               | 22-68(a)                        | \$375.00   |                           |
| Streets and Sidewalks     | Under concrete pavement, cost per additional square yard or fraction thereof.     | 22-68(a)                        | \$75.00  |                           |
| Streets and Sidewalks     | Under gravel or earth roads minimum fee, includes first 2 square yards.           | 22-68(a)                        | \$120.00   |                           |
| Streets and Sidewalks     | Under gravel or earth roads, cost per additional square yard or fraction thereof. | 22-68(a)                        | \$40.00  |                           |
| Streets and Sidewalks     | Concrete paving cuts, cost per foot.  | 22-68(a)                        | \$5.00   |                           |
| Streets and Sidewalks     | Concrete paving cuts, minimum fee.  | 22-68(a)                        | \$50.00  |                           |
| Streets and Sidewalks     | Sawing and removing curbs, cost per foot.   | 22-68(a)                        | \$8.00   |                           |
| Streets and Sidewalks     | Removing curb and gutter, cost per foot.  | 22-68(a)                        | \$5.00   |                           |
| Streets and Sidewalks     | Curb removal minimum fee.   | 22-68(a)                        | \$100.00   |                           |

| <b>Category</b>       | <b>Description of Fee</b>  | <b>Municipal Code Reference</b> | <b>Fee</b> | <b>Date Last Modified</b> |
|-----------------------|--|---------------------------------|------------|---------------------------|
| Streets and Sidewalks | Curb removal by grinding, permit fee.                                | 22-68(a)                        | \$15.00    |                           |
| Streets and Sidewalks | Curb removal by grinding, cost per lineal foot.                      | 22-68(a)                        | \$11.50    | 10/1/2019                 |
| Streets and Sidewalks | Curb removal by grinding, minimum fee (non-inclusive of permit fee). | 22-68(a)                        | \$100.00   |                           |
| Streets and Sidewalks | Curb removal by grinding, contractor permit fee.                     | 22-68(a)                        | \$15.00    |                           |
| Streets and Sidewalks | Fill material for backfilling, cost per cubic yard.                  | 22-68(a)                        | \$7.00     |                           |
| Streets and Sidewalks | Rental price per day: 12 foot barricade with legs.                   | 22-68(b)                        | \$3.00     |                           |
| Streets and Sidewalks | Rental price per day: solar lights.                                  | 22-68(b)                        | \$2.00     |                           |
| Streets and Sidewalks | Rental price per day: plastic drum.                                  | 22-68(b)                        | \$3.50     |                           |
| Streets and Sidewalks | Replacement fee: each 12 foot barricade.                             | 22-68(b)                        | \$20.00    |                           |
| Streets and Sidewalks | Replacement fee: each damaged "A" frame leg.                         | 22-68(b)                        | \$20.00    |                           |
| Streets and Sidewalks | Replacement fee: each solar light.                                   | 22-68(b)                        | \$25.00    |                           |
| Streets and Sidewalks | Replacement fee: each plastic drum.                                  | 22-68(b)                        | \$75.00    |                           |
| Moving Buildings      | Annual building mover's registration.                                | 22-88                           | \$105.00   | 10/1/2019                 |
| Moving Buildings      | Single event building mover's fee.                                   | 22-88                           | \$55.00    | 10/1/2019                 |
| Moving Buildings      | Permit to move buildings.  | 22-98                           | \$30.00    | 10/1/2019                 |
| Subdivisions          | Lot boundary change filing fee.                                      | 23-16.1(b)                      | \$150.00   | 10/1/2019                 |
| Subdivisions          | Preliminary plat approval.   | 23-21                           | \$300.00   | 11/1/2022                 |
| Subdivisions          | Preliminary plat fee per lot.  | 23-21                           | \$15.00    | 10/1/2019                 |
| Subdivisions          | Final plat approval.   | 23-21                           | \$300.00   | 11/1/2022                 |
| Subdivisions          | Final plat fee per lot.  | 23-21                           | \$10.00    | 10/1/2019                 |
| Subdivisions          | Request for a waiver of minimum subdivision improvements.            | 23-48                           | \$250.00   |                           |

| Category              | Description of Fee  | Municipal Code Reference | Fee                                | Date Last Modified |
|-----------------------|---|--------------------------|------------------------------------|--------------------|
| Traffic               | Impounded vehicle storage fee, first day.   | 24-152(c)                | \$25.00                            |                    |
| Traffic               | Impounded vehicle storage fee, subsequent days.   | 24-152(c)                | \$5.00                             |                    |
| Traffic               | Cost of towing an impounded vehicle.  | 24-152(c)                | Actual cost                        |                    |
| Roll Off Refuse Boxes | Permit for placement on street right of way (10-day permit)                             | 24-284(a)                | \$50.00                            | 10/3/2016          |
| Roll Off Refuse Boxes | Permit for placement on street right of way (5-day extension)                           | 24-284(a)                | \$25.00                            | 10/3/2016          |
| Utility-type Vehicles | Registration plate and/or decal, annual fee.  | 24-356(a)(3)             | \$50.00                            | 6-01-2020          |
| Utility-type Vehicles | Replacement for lost or damaged registration plate and/or decal.                        | 24-356(a)(3)             | \$25.00                            | 6-01-2020          |
| Golf Car Vehicles     | Registration plate and/or decal, annual fee.  | 24-375(a)(3)             | \$50.00                            | 4-17-2023          |
| Golf Car Vehicles     | Replacement for lost or damaged registration plate and/or decal.                        | 24-375(a)(3)             | \$25.00                            | 4-17-2023          |
| Trees and Shrubbery   | Failure to reimburse city for abatement of nuisance, in addition to cost of abatement.  | 25-2(d)                  | \$25.00                            |                    |
| Water                 | Final reading required before new water and/or sewer service.                           | 26-2                     | \$30.00                            |                    |
| Water                 | Water and/or sewer service turn on fee for newly constructed residences and businesses. | 26-2                     | \$30.00                            |                    |
| Water                 | Water system tap fee.   | 26-11(a)                 | \$115.00 + materials               | 10/1/2018          |
| Water                 | Connection to water system, per front foot of property.                                 | 26-11(b)                 | Average of 5 most recent districts | 12/1/2020          |
| Water                 | Restoration of water service during normal business hours.                              | 26-18                    | \$30.00                            |                    |
| Water                 | Restoration of water service outside of normal business hours.                          | 26-18                    | \$45.00                            |                    |
| Water: Miscellaneous  | Test backflow device, first device per address  | NA                       | \$150.00                           | 1-2-2024           |

| Category                | Description of Fee   | Municipal Code Reference | Fee                               | Date Last Modified            |
|-------------------------|--|--------------------------|-----------------------------------|-------------------------------|
| Water: Miscellaneous    | Test backflow device, each additional device at same address as first device                     | NA                       | \$30.00                           | 1-2-2024                      |
| Water: Miscellaneous    | Inspect private fire hydrant, per hydrant  | NA                       | \$20.00                           | 1-2-2024                      |
| Water: Miscellaneous    | Trace water and/or sewer service, during normal business hours                                   | NA                       | \$100.00                          | 1-2-2024                      |
| Water: Miscellaneous    | Trace water and/or sewer service, after normal business hours                                    | NA                       | \$150.00                          | 1-2-2024                      |
| Water: Miscellaneous    | Locate curb stop, during normal business hours with 24-hour notice                               | NA                       | \$100.00                          | 1-2-2024                      |
| Water: Miscellaneous    | Locate curb stop, during normal business hours without 24-hour notice, emergency                 | NA                       | \$150.00                          | 1-2-2024                      |
| Water: Miscellaneous    | Request to turn service on/off for repairs, during normal business hours                         | NA                       | \$100.00                          | 1-2-2024                      |
| Water: Miscellaneous    | Request to turn service on/off for repairs, after normal business hours                          | NA                       | \$200.00                          | 1-2-2024                      |
| Water Rates and Charges | Water usage rate for the first 660 cubic feet of water inside city limits.                       | 26-41(b)                 | minimum fee for meter size        |                               |
| Water Rates and Charges | Water usage rate per 100 cubic feet from 660 to 6,660 cubic feet of water inside city limits.    | 26-41(b)                 | <del>\$1.61</del> \$1.71          | 11/1/2022 (date of ordinance) |
| Water Rates and Charges | Water usage rate per 100 cubic feet from 6,660 to 33,660 cubic feet of water inside city limits. | 26-41(b)                 | <del>\$1.29</del> \$1.37          | 11/1/2022 (date of ordinance) |
| Water Rates and Charges | Water usage rate per 100 cubic feet for water usage over 33,660 cubic feet inside city limits.   | 26-41(b)                 | <del>\$1.14</del> \$1.21          | 11/1/2022 (date of ordinance) |
| Water Rates and Charges | Water usage rate for the first 660 cubic feet of water outside city limits.                      | 26-41(b)                 | minimum fee for meter size \$0.00 | (date of ordinance)           |



| Category                | Description of Fee  | Municipal Code Reference | Fee                          | Date Last Modified               |
|-------------------------|---|--------------------------|------------------------------|----------------------------------|
| Water Rates and Charges | Water usage rate per 100 cubic feet from 660 to 6,660 cubic feet of water outside city limits.    | 26-41(b)                 | <del>\$3.24</del> \$3.44     | 11/1/2022<br>(date of ordinance) |
| Water Rates and Charges | Water usage rate per 100 cubic feet from 6,660 to 33,660 cubic feet of water outside city limits. | 26-41(b)                 | <del>\$2.60</del> \$2.76     | 11/1/2022<br>(date of ordinance) |
| Water Rates and Charges | Water usage rater per 100 cubic feet for water usage over 33,660 cubic feet outside city limits.  | 26-41(b)                 | <del>\$1.91</del> \$2.03     | 11/1/2022<br>(date of ordinance) |
| Water Rates and Charges | Minimum charge for 5/8 inch water meter within city limits, per bi-monthly billing period.        | 26-41(c)                 | <del>\$14.32</del> \$15.22   | 11/1/2022<br>(date of ordinance) |
| Water Rates and Charges | Minimum charge for 3/4 inch water meter within city limits, per bi-monthly billing period.        | 26-41(c)                 | <del>\$15.51</del> \$16.48   | 11/1/2022<br>(date of ordinance) |
| Water Rates and Charges | Minimum charge for 1 inch water meter within city limits, per bi-monthly billing period.          | 26-41(c)                 | <del>\$18.23</del> \$19.37   | 11/1/2022<br>(date of ordinance) |
| Water Rates and Charges | Minimum charge for 1 1/2 inch water meter within city limits, per bi-monthly billing period.      | 26-41(c)                 | <del>\$33.32</del> \$35.40   | 11/1/2022<br>(date of ordinance) |
| Water Rates and Charges | Minimum charge for 2 inch water meter within city limits, per bi-monthly billing period.          | 26-41(c)                 | <del>\$51.54</del> \$54.76   | 11/1/2022<br>(date of ordinance) |
| Water Rates and Charges | Minimum charge for 3 inch water meter within city limits, per bi-monthly billing period.          | 26-41(c)                 | <del>\$98.05</del> \$104.18  | 11/1/2022<br>(date of ordinance) |
| Water Rates and Charges | Minimum charge for 4 inch water meter within city limits, per bi-monthly billing period.          | 26-41(c)                 | <del>\$150.85</del> \$160.28 | 11/1/2022<br>(date of ordinance) |
| Water Rates and Charges | Minimum charge for 6 inch water meter within city limits, per bi-monthly billing period.          | 26-41(c)                 | <del>\$289.12</del> \$307.19 | 11/1/2022<br>(date of ordinance) |
| Water Rates and Charges | Minimum charge for 5/8 inch water meter outside city limits, per bi-monthly billing period.       | 26-41(c)                 | <del>\$28.66</del> \$30.45   | 11/1/2022<br>(date of ordinance) |
| Water Rates and Charges | Minimum charge for 3/4 inch water meter outside city limits, per bi-monthly billing period.       | 26-41(c)                 | <del>\$31.05</del> \$32.99   | 11/1/2022<br>(date of ordinance) |

| Category                   | Description of Fee  | Municipal Code Reference | Fee   | Date Last Modified               |
|----------------------------|---|--------------------------|---|----------------------------------|
| Water Rates and Charges    | Minimum charge for 1 inch water meter outside city limits, per bi-monthly billing period.                             | 26-41(c)                 | <del>\$36.45</del> \$38.73                      | 11/1/2022<br>(date of ordinance) |
| Water Rates and Charges    | Minimum charge for 1 1/2 inch water meter outside city limits, per bi-monthly billing period.                         | 26-41(c)                 | <del>\$66.63</del> \$70.79                      | 11/1/2022<br>(date of ordinance) |
| Water Rates and Charges    | Minimum charge for 2 inch water meter outside city limits, per bi-monthly billing period.                             | 26-41(c)                 | <del>\$103.08</del> \$109.52                    | 11/1/2022<br>(date of ordinance) |
| Water Rates and Charges    | Minimum charge for 3 inch water meter outside city limits, per bi-monthly billing period.                             | 26-41(c)                 | <del>\$196.10</del> \$208.36                    | 11/1/2022<br>(date of ordinance) |
| Water Rates and Charges    | Minimum charge for 4 inch water meter outside city limits, per bi-monthly billing period.                             | 26-41(c)                 | <del>\$301.69</del> \$320.55                    | 11/1/2022<br>(date of ordinance) |
| Water Rates and Charges    | Minimum charge for 6 inch water meter outside city limits, per bi-monthly billing period.                             | 26-41(c)                 | <del>\$578.24</del> \$614.38                    | 11/1/2022<br>(date of ordinance) |
| Water Rates and Charges    | Service fee: delinquent charges collected more than once in a 12 month period.  | 26-46(a)                 | \$30.00   |                                  |
| Sewers                     | Connection to, extension or alteration of, existing sewer lines per front foot of property.                           | 26-58(a)                 | Average of 5 most recent districts              | 12/1/2020                        |
| Sewers                     | Building sewer application, permit, and inspection fee (building sewer terminated in sewer main).                     | 26-59(b)                 | \$20.00   | 12/2/2013                        |
| Sewers                     | Building sewer application, permit, and inspection fee (building sewer terminated in manhole).                        | 26-59(l)                 | \$20.00   | 12/2/2013                        |
| Sewers                     | Appeal of decision of city engineer.  | 26-64(a)                 | \$500.00 + publication and court reporter costs | 11/4/2013                        |
| Sewers                     | Individual septic/sewage system construction permit filing fee.   | 26-80                    | \$25.00   | 3/19/2018                        |
| Water and Sewer Inspection | Inspection of water, sewer or disposal system as a condition of the sale of real estate or for the financing thereof. | 26-86(c)                 | \$50.00   |                                  |

| Category             | Description of Fee   | Municipal Code Reference | Fee   | Date Last Modified               |
|----------------------|--|--------------------------|---|----------------------------------|
| Wastewater Treatment | Residential and commercial waste water treatment, minimum bi-monthly charge.   | 26-97(e)                 | <del>\$30.44</del> \$31.50  | 11/1/2022<br>(date of ordinance) |
| Wastewater Treatment | Additional charge per 100 cubic feet of waste water over 400 cubic feet of waste water per bi-monthly billing period.  | 26-97(e)                 | <del>\$2.60</del> \$2.69  | 11/1/2022<br>(date of ordinance) |
| Wastewater Treatment | Normal charge, per 1,000,000 gallons, for wastewater of greater strength than normal domestic sewage where BOD is equal or less than 250mg/L, TSS is equal or less than 250mg/L, and TKN is equal to or less than 30 mg/L. | 26-97(f)                 | <del>\$3,228.49</del> \$3,486.77  | 11/1/2022<br>(date of ordinance) |
| Wastewater Treatment | Charge for biochemical oxygen demand (BOD) for high strength waste.  | 26-97(f)                 | <del>\$0.1913</del> \$0.2066 per pound above 250mg/L                      | 11/1/2022<br>(date of ordinance) |
| Wastewater Treatment | Charge for total suspended solids (TSS) for high strength waste.   | 26-97(f)                 | <del>\$0.2153</del> \$0.2325 per pound above 250 mg/L                     | 11/1/2022<br>(date of ordinance) |
| Wastewater Treatment | Charge for total Kjeldahl nitrogen for high strength waste.  | 26-97(f)                 | <del>\$0.6986</del> \$0.7545 per pound above 30 mg/L                      | 11/1/2022<br>(date of ordinance) |
| Wastewater Treatment | Minimum charge for mud pit waste disposed of at the wastewater plant's dump station.   | 26-97(i)                 | \$190.00, plus transfer station tipping fees established in section 10-28 | 10/1/2018                        |
| Wastewater Treatment | Minimum charge for septic waste.   | 26-97(i)                 | \$0.04 per gallon   | 10/1/2018                        |
| Wastewater Treatment | Sewer reconnection fee, inside normal business hours for users of city sewer and water.  | 26-99.5                  | \$30.00   |                                  |
| Wastewater Treatment | Sewer reconnection fee, outside normal business hours for users of city sewer and water.   | 26-99.5                  | \$45.00   |                                  |
| Wastewater Treatment | Sewer only customers, second attempt to collect delinquent payment.  | 26-99.6                  | \$15.00   |                                  |

| Category   | Description of Fee   | Municipal Code Reference | Fee                          | Date Last Modified  |
|--|--|--------------------------|------------------------------|---------------------|
| Wastewater Treatment                             | Sewer only customers, third and subsequent attempts to collect delinquent payment. | 26-99.6                  | \$30.00                      |                     |
| Wastewater Treatment                             | Exposure and disconnection of sewer.   | 26-99.6                  | Actual cost                  |                     |
| Wastewater Treatment (industrial)                | Permit to discharge waste-industrial waste into a public sewer.                    | 26-141(c)                | \$100.00                     |                     |
| Wastewater Treatment (industrial): Miscellaneous | Spill or slug discharge at least 60 days following a previous discharge            | NA                       | \$15,000.00                  | (date of ordinance) |
| Wastewater Treatment (industrial): Miscellaneous | Spill or slug discharge within 45 days following a previous discharge              | NA                       | \$20,000.00                  | (date of ordinance) |
| Wastewater Treatment (industrial): Miscellaneous | Spill or slug discharge within 30 days following a previous discharge              | NA                       | \$30,000.00                  | (date of ordinance) |
| Wastewater Treatment (industrial): Miscellaneous | Spill or slug discharge within 10 days following a previous discharge              | NA                       | \$45,000.00                  | (date of ordinance) |
| Wastewater Treatment (industrial): Miscellaneous | Spill or slug discharge within 3 days following a previous discharge               | NA                       | \$60,000.00                  | (date of ordinance) |
| Wastewater Treatment (industrial): Miscellaneous | Spill or slug discharge within 1 day following a previous discharge                | NA                       | \$75,000.00                  | (date of ordinance) |
| Stormwater                                       | Appeal of decision of city engineer  | 26-193                   | \$500.00 + publication costs | (10-1-19)           |
| Stormwater                                       | Stormwater fee for residential customers, per month                                | 26-201                   | \$2.00                       | 11/1/2022           |
| Stormwater                                       | Stormwater fee for commercial and industrial customers, per month                  | 26-201                   | \$6.00                       | 11/1/2022           |
| Zoning   | Application of appeal to zoning board of adjustment.                               | 27-31(3)                 | \$500.00 + publication costs | 10/1/2013           |

| <b>Category</b>   | <b>Description of Fee</b>   | <b>Municipal Code Reference</b> | <b>Fee</b>                   | <b>Date Last Modified</b> |
|---|---|---------------------------------|------------------------------|---------------------------|
| Zoning  | Amendment to zoning district map.   | 27-38(b)                        | \$325.00 + publication costs | 11/1/2022                 |
| Zoning  | Conditional use permit.   | 27-56(2)a<br>27-380             | \$325.00 + publication costs | 11/1/2022                 |
| Zoning  | Permit to keep hens, bantam hens and/or ducks, annual permit or renewal                                       | 27-295(1)a                      | \$15.00                      | 4/3/2023                  |
| Zoning  | Release of a temporary sign removed from public right-of-way and held in the street division's enclosed yard. | 27-323(a)4                      | \$50.00                      |                           |
| Zoning  | Post-platting hard surface waiver filing fee.   | 27-351                          | \$250.00 + publication costs |                           |
| Zoning  | Eligible facility permit  | 27-380                          | \$300.00                     | 9/8/2020                  |
| Miscellaneous: Administration   | Returned check or ACH fee   | NA                              | \$30.00                      | 11/1/2022                 |
| Miscellaneous: Baseball fields (all fields)                                     | Youth practice, annual per athlete.   | NA                              | \$10.00                      | 12/4/2023                 |
| Miscellaneous: Baseball fields (excluding fields #4 & #5 and Veterans Memorial) | Youth games, with practice agreement, per field per day.  | NA                              | \$20.00                      | 12/4/2023                 |
| Miscellaneous: Baseball field at Veterans Memorial                              | Youth games, with practice agreement, per field per day.  | NA                              | \$50.00                      | 12/4/2023                 |
| Miscellaneous: Baseball field at Veterans Memorial                              | Youth game, without practice agreement, per field per day.  | NA                              | \$750.00                     | 12/4/2023                 |
| Miscellaneous: Baseball fields (other than Veterans Memorial)                   | Adult practice, annual per athlete  | NA                              | \$10.00                      | 12/4/2023                 |

| <b>Category</b>   | <b>Description of Fee</b>                                  | <b>Municipal Code Reference</b> | <b>Fee</b> | <b>Date Last Modified</b> |
|---|--|---------------------------------|------------|---------------------------|
| Miscellaneous:<br>Baseball field<br>at Veterans<br>Memorial | Adult practice, annual per athlete.                        | NA                              | \$15.00    | 12/4/2023                 |
| Miscellaneous:<br>Baseball field<br>at Veterans<br>Memorial | Adult games, with practice agreement, per field per day.   | NA                              | \$50.00    | 12/4/2023                 |
| Miscellaneous:<br>Baseball field<br>at Veterans<br>Memorial | Adult games, without practice agreement, per field per day | NA                              | \$1,000.00 | 12/4/2023                 |
| Miscellaneous:<br>Cabin Rentals                             | Club house daily rental fee.                               | NA                              | \$70.00    | 12/4/2023                 |
| Miscellaneous:<br>Cabin Rentals                             | Club house refundable damage deposit (cash only).          | NA                              | \$100.00   | 2/19/2013                 |
| Miscellaneous:<br>Cabin Rentals                             | Elkhorn lodge daily rental fee.                            | NA                              | \$210.00   | 12/4/2023                 |
| Miscellaneous:<br>Cabin Rentals                             | Elkhorn lodge refundable damage deposit (cash only).       | NA                              | \$200.00   | 2/19/2013                 |
| Miscellaneous:<br>Cabin Rentals                             | Shelter house daily rental fee.                            | NA                              | \$45.00    | 12/4/2023                 |
| Miscellaneous:<br>Cabin Rentals                             | Shelter house refundable damage deposit (cash only).       | NA                              | \$100.00   | 2/19/2013                 |
| Miscellaneous:<br>Cabin Rentals                             | Woodland cabin daily rental fee.                           | NA                              | \$55.00    | 12/4/2023                 |
| Miscellaneous:<br>Cabin Rentals                             | Woodland cabin refundable damage deposit (cash only).      | NA                              | \$100.00   | 2/19/2013                 |
| Miscellaneous:<br>Cross country<br>course                   | Practice and meets, annual per athlete.                    | NA                              | \$10.00    | 12/4/2023                 |
| Miscellaneous:<br>Electric<br>Vehicles                      | Vehicle charging fee for first 4 hours, flat fee           | NA                              | \$2.00     | 6/7/2021                  |
| Miscellaneous:<br>Electric<br>Vehicles                      | Vehicle charging fee after first 4 hours, per hour         | NA                              | \$1.00     | 6/7/2021                  |
| Miscellaneous:<br>Fire<br>Department                        | Copy of a fire report.                                     | NA                              | \$10.00    |                           |

| <b>Category</b>  | <b>Description of Fee</b>                                | <b>Municipal Code Reference</b> | <b>Fee</b>                          | <b>Date Last Modified</b> |
|--|--|---------------------------------|-------------------------------------|---------------------------|
| Miscellaneous: Planning & Development Department                         | Copy of plat, mailed.                                    | NA                              | \$8.00                              | 11/1/2022                 |
| Miscellaneous: Planning & Development Department                         | Detailed zoning verification questionnaire response      | NA                              | \$50.00                             | 10/1/2011                 |
| Miscellaneous: Planning & Development Department                         | Detailed code compliance questionnaire response          | NA                              | \$50.00                             | 10/1/2011                 |
| Miscellaneous: Fire Department   | Special operations/activities.                           | NA                              | Actual cost                         |                           |
| Miscellaneous: Fire Department   | Subpoenaed copy of a rescue report.                      | NA                              | \$10.00                             |                           |
| Miscellaneous: Football/soccer /baseball Field at Veterans Memorial Park | Special event  | NA                              | To be determined by nature of event | 10/1/2021                 |
| Miscellaneous: Football and Soccer fields (all fields)                   | Youth practice, annual per athlete.                      | NA                              | \$10.00                             | 12/4/2023                 |
| Miscellaneous: Football and Soccer fields (other than Veterans Memorial) | Youth games, with practice agreement, per field per day. | NA                              | \$20.00                             | 12/4/2023                 |
| Miscellaneous: Football and Soccer fields at Veterans Memorial           | Youth games, with practice agreement, per field per day. | NA                              | \$50.00                             | 12/4/2023                 |

| <b>Category</b>  | <b>Description of Fee</b>                                   | <b>Municipal Code Reference</b> | <b>Fee</b> | <b>Date Last Modified</b> |
|--|---|---------------------------------|------------|---------------------------|
| Miscellaneous: Football and Soccer fields at Veterans Memorial           | Youth game, without practice agreement, per field per day.  | NA                              | \$750.00   | 12/4/2023                 |
| Miscellaneous: Football and Soccer fields (other than Veterans Memorial) | Adult practice, annual per athlete.                         | NA                              | \$10.00    | 12/4/2023                 |
| Miscellaneous: Football and Soccer fields at Veterans Memorial           | Adult practice, annual per athlete.                         | NA                              | \$15.00    | 12/4/2023                 |
| Miscellaneous: Football and Soccer fields (other than Veterans Memorial) | Adult games, with practice agreement, per field per day.    | NA                              | \$20.00    | 12/4/2023                 |
| Miscellaneous: Football and Soccer fields at Veterans Memorial           | Adult games, with practice agreement, per field per day.    | NA                              | \$50.00    | 12/4/2023                 |
| Miscellaneous: Football and Soccer fields at Veterans Memorial           | Adult games, without practice agreement, per field per day. | NA                              | \$1,000    | 12/4/2023                 |
| Miscellaneous: Library   | Late book fee, per day.                                     | NA                              | \$0.10     | 10/1/2011                 |
| Miscellaneous: Library   | Late DVD fee, per day.                                      | NA                              | \$.25      |                           |
| Miscellaneous: Library   | Late hotspot fee, per day.                                  | NA                              | \$1.00     | 10/1/2018                 |
| Miscellaneous: Library   | Late audio book fee, per day.                               | NA                              | \$0.10     |                           |



| Category                            | Description of Fee   | Municipal Code Reference | Fee                        | Date Last Modified |
|-------------------------------------|--|--------------------------|----------------------------|--------------------|
| Miscellaneous: Library              | Late CD fee, per day.  | NA                       | \$0.25                     | 10/1/2011          |
| Miscellaneous: Library              | Late video game fee, per day                                 | NA                       | \$0.25                     | 10/1/2018          |
| Miscellaneous: Library              | Late magazine fee, per day                                   | NA                       | \$0.10                     | 10/1/2018          |
| Miscellaneous: Library              | Photo copy, each.  | NA                       | \$0.10                     |                    |
| Miscellaneous: Library              | Lost materials.  | NA                       | Actual cost of replacement |                    |
| Miscellaneous: Library              | Genealogy research fee.                                      | NA                       | \$10.00                    |                    |
| Miscellaneous: Library              | Interlibrary loan: microfilm/roll.                           | NA                       | \$3.00                     |                    |
| Miscellaneous: Parking              | Replacement parking tag                                      | NA                       | \$25.00                    | 2/3/2014           |
| Miscellaneous: Parking stall rental | Annual fee   | NA                       | \$80.00                    | 9/8/2020           |
| Miscellaneous: Parking stall rental | Quarterly fee  | NA                       | \$17.50                    | 11-20-2017         |
| Miscellaneous: Parks                | Overnight camping in Ta-Ha-Zouka Park, per night             | NA                       | \$26.00                    | 12/4/2023          |
| Miscellaneous: Parks                | Overnight camping in Ta-Ha-Zouka Park (primitive), per night | NA                       | \$18.00                    | 12/4/2023          |
| Miscellaneous: Parks                | Reservable picnic shelter                                    | NA                       | \$45.00                    | 12/4/2023          |
| Miscellaneous: Parks                | Reservable stage at Central Park                             | NA                       | \$35.00                    | 9/1/2015           |
| Miscellaneous: Parks                | Reservable stage at Johnson Park                             | NA                       | \$50.00                    | 12/4/2023          |
| Miscellaneous: Parks                | Reservable stage at Skyview Park                             | NA                       | \$50.00                    | 12/4/2023          |
| Miscellaneous: Police Department    | Copy of an accident report, picked up.                       | NA                       | \$3.00                     |                    |

| <b>Category</b>                        | <b>Description of Fee</b>   | <b>Municipal Code Reference</b> | <b>Fee</b>       | <b>Date Last Modified</b> |
|--|---|---------------------------------|------------------|---------------------------|
| Miscellaneous:<br>Police<br>Department | Copy of an accident report, mailed.                                 | NA                              | \$4.00           |                           |
| Miscellaneous:<br>Police<br>Department | Records subpoena.   | NA                              | \$18.00          |                           |
| Miscellaneous:<br>Police<br>Department | Copy of a video.  | NA                              | \$20.00          |                           |
| Miscellaneous:<br>Police<br>Department | Copy of a photo.  | NA                              | \$1.00/sheet     |                           |
| Miscellaneous:<br>Police<br>Department | Criminal history check.   | NA                              | \$5.00           |                           |
| Miscellaneous:<br>Police<br>Department | Finger printing.  | NA                              | \$10.00          |                           |
| Miscellaneous:<br>Police<br>Department | Gun permit (background check).                                      | NA                              | \$5.00           |                           |
| Miscellaneous:<br>Police<br>Department | Breath test related to DUI.   | NA                              | \$35.00          |                           |
| Miscellaneous:<br>Police<br>Department | Blood/urine test related to DUI.                                    | NA                              | \$155.00         | 10/1/2013                 |
| Miscellaneous:<br>Public Works         | Labor, each employee per hour, first 8 hours                        | NA                              | \$55.00          | 1-2-2024                  |
| Miscellaneous:<br>Public Works         | Labor, each employee per hour, after initial 8 hours                | NA                              | \$80.00          | 1-2-2024                  |
| Miscellaneous:<br>Public Works         | Backhoe, equipment charge per hour (2 hour minimum)                 | NA                              | \$100.00 + labor | 1-2-2024                  |
| Miscellaneous:<br>Public Works         | Loader, equipment charge per hour (2 hour minimum)                  | NA                              | \$100.00 + labor | 1-2-2024                  |
| Miscellaneous:<br>Public Works         | Loader with snow blower, equipment charge per hour (2 hour minimum) | NA                              | \$200.00 + labor | 1-2-2024                  |
| Miscellaneous:<br>Public Works         | Excavator, equipment charge per hour (2 hour minimum)               | NA                              | \$100.00 + labor | 1-2-2024                  |

| <b>Category</b>                | <b>Description of Fee</b>  | <b>Municipal Code Reference</b> | <b>Fee</b>       | <b>Date Last Modified</b> |
|--------------------------------|--|---------------------------------|------------------|---------------------------|
| Miscellaneous:<br>Public Works | Bobcat/Skid steer, equipment charge per hour (2 hour minimum)                  | NA                              | \$100.00 + labor | 1-2-2024                  |
| Miscellaneous:<br>Public Works | Bobcat/Skid steer concrete breaker, equipment charge per hour (2 hour minimum) | NA                              | \$150.00 + labor | 1-2-2024                  |
| Miscellaneous:<br>Public Works | Bobcat/Skid steer broom, equipment charge per hour (2 hour minimum)            | NA                              | \$150.00 + labor | 1-2-2024                  |
| Miscellaneous:<br>Public Works | Bobcat/Skid steer snow box, equipment charge per hour (2 hour minimum)         | NA                              | \$150.00 + labor | 1-2-2024                  |
| Miscellaneous:<br>Public Works | Dump truck, 5 yd., equipment charge per hour (2 hour minimum)                  | NA                              | \$100.00 + labor | 1-2-2024                  |
| Miscellaneous:<br>Public Works | Dump truck, 10 yd., equipment charge per hour (2 hour minimum)                 | NA                              | \$100.00 + labor | 1-2-2024                  |
| Miscellaneous:<br>Public Works | Dump truck, 5 yd. with blade, equipment charge per hour (2 hour minimum)       | NA                              | \$130.00 + labor | 1-2-2024                  |
| Miscellaneous:<br>Public Works | Dump truck, 10 yd. with blade, equipment charge per hour (2 hour minimum)      | NA                              | \$130.00 + labor | 1-2-2024                  |
| Miscellaneous:<br>Public Works | Dump truck, 5 yd. with salter, equipment charge per hour (2 hour minimum)      | NA                              | \$180.00 + labor | 1-2-2024                  |
| Miscellaneous:<br>Public Works | Dump truck, 10 yd. with salter, equipment charge per hour (2 hour minimum)     | NA                              | \$180.00 + labor | 1-2-2024                  |
| Miscellaneous:<br>Public Works | Dump truck, 5 yd. with de-icer, equipment charge per hour (2 hour minimum)     | NA                              | \$180.00 + labor | 1-2-2024                  |
| Miscellaneous:<br>Public Works | Dump truck, 10 yd. with de-icer, equipment charge per hour (2 hour minimum)    | NA                              | \$180.00 + labor | 1-2-2024                  |
| Miscellaneous:<br>Public Works | Attenuator, equipment charge per hour (2 hour minimum)                         | NA                              | \$75.00 + labor  | 1-2-2024                  |
| Miscellaneous:<br>Public Works | Tractor, equipment charge per hour (2 hour minimum)                            | NA                              | \$75.00 + labor  | 1-2-2024                  |

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|-----------------------------|---|---------------------------------|-------------------------------|---------------------------|
| Miscellaneous: Public Works | Tractor with bat wing mower, equipment charge per hour (2 hour minimum) | NA                              | \$100.00 + labor              | 1-2-2024                  |
| Miscellaneous: Public Works | Tractor with alley drag, equipment charge per hour (2 hour minimum)     | NA                              | \$100.00 + labor              | 1-2-2024                  |
| Miscellaneous: Public Works | Grader, equipment charge per hour (2 hour minimum)                      | NA                              | \$150.00 + labor              | 1-2-2024                  |
| Miscellaneous: Public Works | Sweeper, equipment charge per hour (2 hour minimum)                     | NA                              | \$100.00 + labor              | 1-2-2024                  |
| Miscellaneous: Public Works | Boom truck, equipment charge per hour (2 hour minimum)                  | NA                              | \$100.00 + labor              | 1-2-2024                  |
| Miscellaneous: Public Works | Water truck, equipment charge per hour (2 hour minimum)                 | NA                              | \$100.00 + labor              | 1-2-2024                  |
| Miscellaneous: Public Works | Air compressor, equipment charge per hour (2 hour minimum)              | NA                              | \$50.00 + labor               | 1-2-2024                  |
| Miscellaneous: Public Works | Painter, equipment charge per hour (2 hour minimum)                     | NA                              | \$75.00 + labor and material  | 1-2-2024                  |
| Miscellaneous: Public Works | Crack sealer, equipment charge per hour (2 hour minimum)                | NA                              | \$50.00 + labor and material  | 1-2-2024                  |
| Miscellaneous: Public Works | Hydro-seeder, equipment charge per hour (2 hour minimum)                | NA                              | \$100.00 + labor and material | 1-2-2024                  |
| Miscellaneous: Public Works | Message board rental, per day   | NA                              | \$25.00                       | 1-2-2024                  |
| Miscellaneous: Public Works | Message board, set up fee   | NA                              | \$100.00                      | 1-2-2024                  |
| Miscellaneous: Public Works | Message board, take down fee  | NA                              | \$100.00                      | 1-2-2024                  |
| Miscellaneous: Public Works | Service truck, equipment charge per hour (2 hour minimum)               | NA                              | \$30.00 + labor               | 1-2-2024                  |
| Miscellaneous: Public Works | Sewer jet truck, equipment charge per hour (2 hour minimum)             | NA                              | \$100.00 + labor              | 1-2-2024                  |
| Miscellaneous: Public Works | Sewer jet/vac truck, equipment charge per hour (2 hour minimum)         | NA                              | \$100.00 + labor              | 1-2-2024                  |

| <b>Category</b>   | <b>Description of Fee</b>   | <b>Municipal Code Reference</b> | <b>Fee</b>  | <b>Date Last Modified</b> |
|---|---|---------------------------------|---|---------------------------|
| Miscellaneous:<br>Public Works                                  | Sewer camera, equipment charge per foot (minimum charge of \$200.00)  | NA                              | \$1.50 + labor  | 1-2-2024                  |
| Miscellaneous:<br>Public Works                                  | Trash pump, equipment charge per hour (2 hour minimum)                | NA                              | \$25.00 + labor   | 1-2-2024                  |
| Miscellaneous:<br>Recreational Programs                         | Recreation programs   | NA                              | \$0-\$275.00<br>(To be determined by nature of program) | 11/1/2022                 |
| Miscellaneous:<br>Recreational Programs                         | Swimming lessons, per student.  | NA                              | \$50.00   | 12/4/2023                 |
| Miscellaneous:<br>Recreational Programs                         | Private swim lessons (per student per 1/2 hour session)               | NA                              | \$15.00   | 12/4/2023                 |
| Miscellaneous:<br>Softball fields                               | Practice, annual per athlete.   | NA                              | \$10.00   | 12/4/2023                 |
| Miscellaneous:<br>Softball fields<br>(excluding fields #4 & #5) | Games, with practice agreement, per field per day                     | NA                              | \$20.00   | 12/4/2023                 |
| Miscellaneous:<br>Street Department                             | Special operations/activities.  | NA                              | Actual cost   |                           |
| Miscellaneous:<br>Swimming Pool Admissions                      | AquaVenture<br>Daily admission:<br>youth (age 4-15).                  | NA                              | \$7.00  | 12/4/2023                 |
| Miscellaneous:<br>Swimming Pool Admissions                      | AquaVenture<br>Daily admission:<br>adult (age 16-54).                 | NA                              | \$9.00  | 12/4/2023                 |
| Miscellaneous:<br>Swimming Pool Admissions                      | AquaVenture<br>Daily admission:<br>senior (age 55 & up) and veterans. | NA                              | \$8.00  | 12/4/2023                 |
| Miscellaneous:<br>Swimming Pool Admissions                      | AquaVenture<br>Group daily admission:<br>(maximum 6 people).          | NA                              | \$42.00   | 12/4/2023                 |

| <b>Category</b>                                  | <b>Description of Fee</b>   | <b>Municipal Code Reference</b> | <b>Fee</b> | <b>Date Last Modified</b> |
|--|---|---------------------------------|------------|---------------------------|
| Miscellaneous:<br>Swimming<br>Pool<br>Admissions | AquaVenture<br>Individual season pass:<br>(all ages).   | NA                              | \$100.00   | 2/21/2017                 |
| Miscellaneous:<br>Swimming<br>Pool<br>Admissions | AquaVenture<br>Group season pass (maximum<br>any 6 people).   | NA                              | \$250.00   | 12/4/2023                 |
| Miscellaneous:<br>Swimming<br>Pool<br>Admissions | AquaVenture<br>Group season pass for<br>individuals living in same<br>household (up to 6 people)          | NA                              | \$250.00   | 12/4/2023                 |
| Miscellaneous:<br>Swimming<br>Pool<br>Admissions | AquaVenture<br>Each additional person to group<br>season pass for individuals<br>living in same household | NA                              | \$40.00    | 12/4/2023                 |
| Miscellaneous:<br>Swimming<br>Pool<br>Admissions | AquaVenture<br>Special event pass   | NA                              | \$7.00     | 12/4/2023                 |
| Miscellaneous:<br>Swimming<br>Pool<br>Admissions | AquaVenture<br>Children 3 and under.  | NA                              | Free       | 2/21/2017                 |
| Miscellaneous:<br>Swimming<br>Pool               | AquaVenture<br>Pool rental, per hour  | NA                              | \$500.00   | 12/4/2023                 |
| Miscellaneous:<br>Tennis                         | Practice and meets, annual per<br>athlete.  | NA                              | \$10.00    | 12/4/2023                 |

Section 2. That the operative date of this Ordinance shall be February 1, 2024.

Section 3. That the effective date of this Ordinance shall be from and after its passage, approval and publication in pamphlet form as required by law.

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

ATTEST:

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

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

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

RESOLUTION NO. 2024-5

WHEREAS, the following described real properties depicted on the attached Exhibit “A” lie within a Madison County Industrial Tract:

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 (6<sup>th</sup>) 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;

WHEREAS, the above described real property is subject to zoning jurisdiction of the City of Norfolk; and

WHEREAS, said property is either no longer being used for, or is suitable for, industrial purposes in accordance with *Nebraska Revised Statutes* §13-1111, or has had no improvements or industrial buildings thereon with seven years from the date of the original industrial designation in accordance with *Nebraska Revised Statutes* §13-1121; and

WHEREAS, it would be in the best interest of the City of Norfolk to have the Madison County Industrial Tract designation removed from the above-described property pursuant to *Nebraska Revised Statutes* §13-1111, et seq.

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, pursuant to *Nebraska Revised Statutes* §13-1121, as the same may from time to time be amended, that the City hereby requests the Madison County Industrial Tract designation be removed from the above-described property.

BE IT FURTHER RESOLVED that the City of Norfolk requests that Madison County schedule a hearing in March, 2024, and send notice thereof in accordance with *Nebraska Revised Statutes* §13-1121.

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

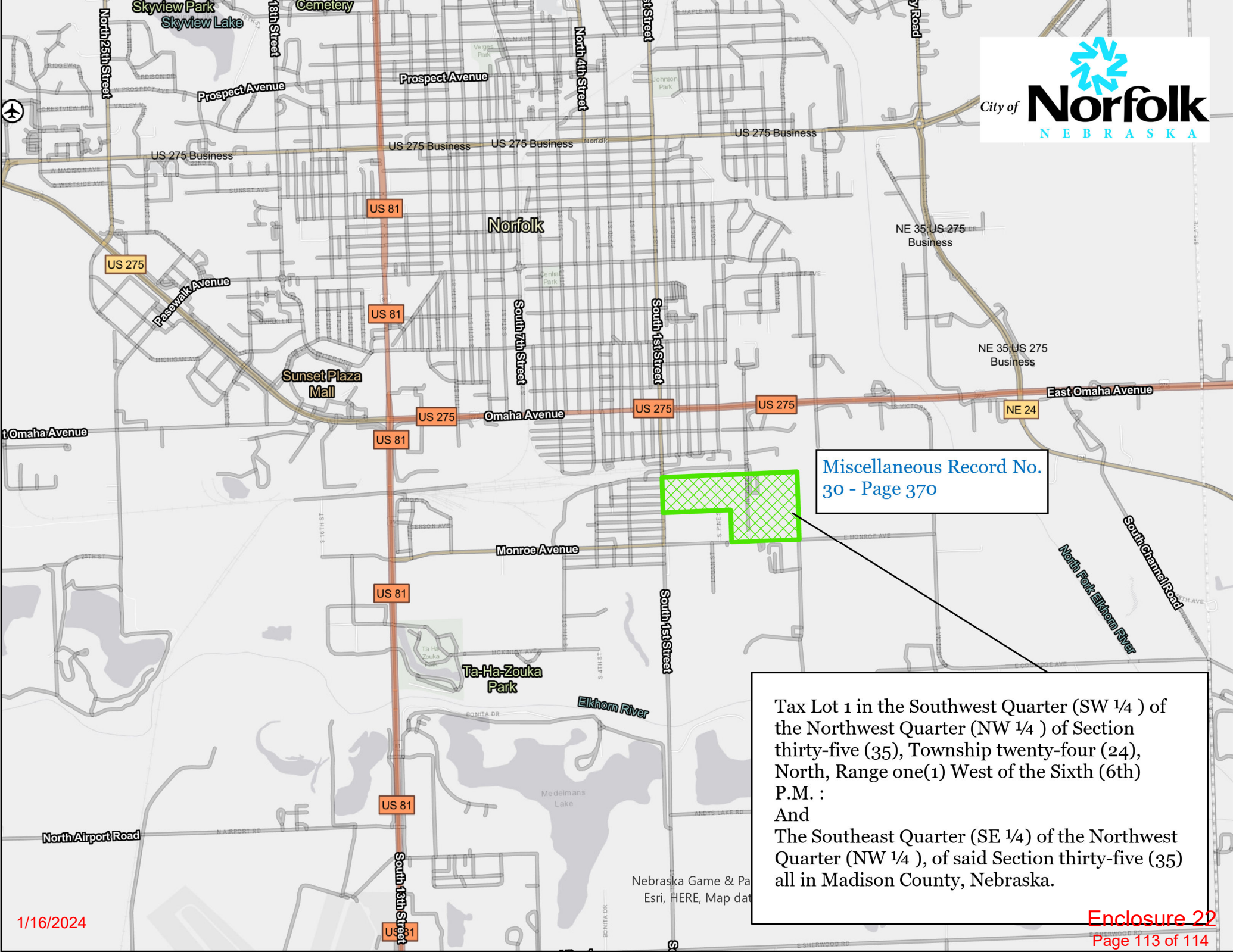
ATTEST:

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

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

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





Miscellaneous Record No.  
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Tax Lot 1 in the Southwest Quarter (SW 1/4 ) of the Northwest Quarter (NW 1/4 ) 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 1/4) of the Northwest Quarter (NW 1/4 ), of said Section thirty-five (35) all in Madison County, Nebraska.

