

Agenda Packet

NORFOLK CITY COUNCIL MEETING

Monday, March 18, 2024
5:30 p.m.

Created 3/14/2024 1:19 PM

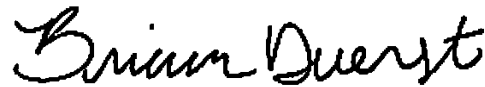
**NOTICE OF MEETING
CITY OF NORFOLK, NEBRASKA**

NOTICE IS HEREBY GIVEN that a meeting of the City Council of the City of Norfolk, Nebraska, will be held at 5:30 p.m. on Monday, March 18, 2024, in the Council Chambers, 309 N. 5th St., Norfolk, Nebraska, which meeting will be open to the public.

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

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

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



Brianna Duerst
City Clerk

Publish (March 13, 2024)
1 P.O.P.



AGENDA
NORFOLK CITY COUNCIL MEETING
March 18, 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.
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. | Motion |
| 6. Approval of full agenda. | Motion |

CONSENT AGENDA

- | | |
|---|---------------|
| 7. Consideration of approval of the minutes of the March 4, 2024 City Council meeting. | Motion |
| 8. Keno comparison report for February 2024 | Motion |
| 9. Consideration of approval of the minutes from the February 26, 2024 meeting of the Northeast Nebraska Regional Land Bank. | Motion |
| 10. Consideration of approval of an agreement with The Norfolk Softball Association (NSA), a Nebraska Nonprofit Corporation, allowing the use of City's softball fields for softball practice, games, and tournaments for their 2024 summer and fall seasons. | Motion |

11. Consideration of approval of an agreement with Norfolk Post 16 of The American Legion at Norfolk, Nebraska, a Chartered Unit of the Nebraska American Legion and its National Organization, allowing the use of City's baseball field at Veterans Memorial Park for baseball practice, clinic, camps, games, and tournaments from May 1, 2024 through December 31, 2024. **Motion**
12. Consideration of approval to purchase a replacement pickup in the amount of \$42,099 from Husker Auto Group off of State Contract #15890, for use by the Sewer Division. **Motion**
13. Consideration of approval to purchase a replacement pickup in the amount of \$34,198 from Husker Auto Group off of State Contract #15890, for use by the Water Division. **Motion**
14. Consideration of approval of a Change of Location application submitted by VMR, LLC, dba Aroma Circuit to change the location of their Class "IK" liquor license from 1201 S 13th St to 415 W Norfolk Avenue. **Motion**
15. Consideration of approval of all bills on file. **Motion**

SPECIAL PRESENTATIONS

16. Distinguished Citizenship Recognition
17. Citizens Committee Report

PUBLIC HEARINGS AND RELATED ACTION

18. Public hearing to consider a request from Donald Gerdes, to consider a zoning change from R-R (Rural Residential District) to I-1 (Light Industrial District) on property addressed as 83773 557th Ave.
19. Consideration of Ordinance No. 5871 approving zoning change from R-R (Rural Residential District) to I-1 (Light Industrial District) on property addressed as 83773 557th Ave. **Ordinance No. 5871**

REGULAR AGENDA

20. Consideration of approval to advertise for bids for the Concrete Repair Project 2024. **Motion**
21. Consideration of approval to award a contract to DN Tanks, LLC dba DN Tanks of Nebraska, LLC of Grand Prairie, TX for the 2 MG Treated Water Storage Tank project for an amount of \$3,696,000.00 **Motion**
22. Consideration of Ordinance No. 5872 amending Section 24-164 of the City Code to restrict parking on the north and northeast side of Sunrise Drive from North Victory Road, west continuing around the curved roadway to the northwest end of the street. **Ordinance No. 5872**
23. Consideration of approval of Resolution No. 2024-14 authorizing the Public Works Director to request the Nebraska Department of Transportation to perform a pedestrian signal study on Highway 81, north of Elm Street. **Resolution 2024-14**

24. Consideration of Resolution No. 2024-15 adding stop signs to conduct a traffic signal study at the intersections of 4th Street and Norfolk Avenue and 5th Street and Norfolk Avenue and evaluate the efficiency of 4-way stop controlled intersections.

Resolution 2024-15

25. Consideration of approval of a testing services contract with Certified Testing Services, Inc. for the Johnson Park Improvement project for an amount not to exceed \$23,500.00.

Motion

PUBLIC COMMENT PERIOD

26. No action can occur at this time.

STAFF MEMORANDUM
NORFOLK CITY COUNCIL MEETING
March 18, 2024

CALL TO ORDER

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

RECOMMENDED ACTIONS

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

CONSENT AGENDA

7. Consideration of approval of the minutes of the March 4, 2024 City Council meeting. **Motion**

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

Keno commissions for February 2024 are \$50,197.53, which is up \$900.70 or 1.83% from last February. Year-to-date commissions are up \$1,367.03, or .54%.

See Enclosure 8.
9. Consideration of approval of the minutes from the February 26, 2024 meeting of the Northeast Nebraska Regional Land Bank. **Motion**

See Enclosure 9.

10. Consideration of approval of an agreement with The Norfolk Softball Association (NSA), a Nebraska Nonprofit Corporation, allowing the use of City's softball fields for softball practice, games, and tournaments for their 2024 summer and fall seasons. **Motion**

See Enclosure 10.

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

See Enclosure 11.

12. Consideration of approval to purchase a replacement pickup in the amount of \$42,099 from Husker Auto Group off of State Contract #15890, for use by the Sewer Division. **Motion**

See Enclosure 12.

13. Consideration of approval to purchase a replacement pickup in the amount of \$34,198 from Husker Auto Group off of State Contract #15890, for use by the Water Division. **Motion**

See Enclosure 13.

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

On March 8, 2024, the City Clerk's office received a change of location application for VMR, LLC, dba Aroma Circuit from 1201 S 13th St to 415 W Norfolk Ave, making the new description a one story building approximately 142 feet by 20 feet.

See Enclosure 14.

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

SPECIAL PRESENTATIONS

16. Distinguished Citizenship Recognition

See Enclosure 16.

17. Citizens Committee Report

See Enclosure 17.

PUBLIC HEARINGS AND RELATED ACTION

18. Public hearing to consider a request from Donald Gerdes, to consider a zoning change from R-R (Rural Residential District) to I-1 (Light Industrial District) on property addressed as 83773 557th Ave.

See Enclosure 18.

19. Consideration of Ordinance No. 5871 approving zoning change from R-R (Rural Residential District) to I-1 (Light Industrial District) on property addressed as 83773 557th Ave. **Ordinance No. 5871**

See Enclosure 19.

REGULAR AGENDA

20. Consideration of approval to advertise for bids for the Concrete Repair Project 2024. **Motion**

The plans, specifications, and engineer's estimate for this project are filed in the City offices. This project includes concrete improvements to the following areas: 18th Street from Maple Avenue to Michigan Avenue, Braasch Avenue from 5th Street to 7th Street, East Benjamin Avenue from 1st Street east to the railroad, Riverside Boulevard south of Benjamin Avenue, Taylor Avenue from 24th Street to Pasewalk Avenue, 5th Street from Prospect Avenue to Braasch Avenue, Benjamin Avenue from 13th Street to 12th Street, and sidewalk on Madison Avenue from 1st Street to 3rd Street the south side.

A bid letting is tentative scheduled for this spring with Council approval of the lowest responsive and responsible bidder following.

21. Consideration of approval to award a contract to DN Tanks, LLC dba DN Tanks of Nebraska, LLC of Grand Prairie, TX for the 2 MG Treated Water Storage Tank project for an amount of \$3,696,000.00 **Motion**

This project consists of construction of a 2 million gallon (2MG) prestressed treated water reservoir as presented in the Water Master Plan Updated 2022 to serve Norfolk's growing population and enhance the filter back wash washing at the West Water Treatment Plant. This project will be completed over two fiscal years and is scheduled to be complete by October 1, 2025. The 2 million gallon reservoir project is budgeted in the current CIP document for \$4,592,000.

Budget costs include design engineering, construction engineering and inspection, and construction cost. \$4,000,000 is budgeted for construction of the tank.

On February 29, 2024 two bids were received. The bids received included: Preload, LLC of Louisville, KY for \$4,165,000.00 and DN Tanks, LLC dba DN Tanks of Nebraska, LLC of Grand Prairie, TX for \$3,696,000.00. The low bid is within the engineer's estimate. The engineer, Black and Veatch, and City staff recommend approval of a contract with DN Tanks, LLC dba DN Tanks of Nebraska, LLC for the 2 MG Treated Water Storage Tank project for an amount of \$3,696,000.00.

See Enclosure 21.

22. Consideration of Ordinance No. 5872 amending Section 24-164 of the City Code to restrict parking on the north and northeast side of Sunrise Drive from North Victory Road, west continuing around the curved roadway to the northwest end of the street. **Ordinance No. 5872**

As the Legacy Bend area has developed, local traffic on Sunrise Drive from Victory Road west into the development has increased significantly. The increased traffic on the only current entrance to the area has been creating concerns relating to parking, snow removal, and emergency vehicle response into the Legacy Bend development.

With vehicles parking on both sides of Sunrise Drive, the traffic flow, emergency vehicle response and snow removal are increasingly difficult. City staff have received several requests to restrict parking on Sunrise Drive to only one side of the street. This proposal has been reviewed and discussed by city staff and by a subcommittee of the Norfolk City Council.

Our recommendation is to restrict parking on the North side of Sunrise Drive from Victory Road west around the curve and on the northeast side of Sunrise Drive as the roadway goes northwest. This side of the roadway was selected to facilitate visibility going around the curve and to help reduce snow accumulation on the roadway in the winter.

I have discussed this with the Legacy Bend management, and they are in support of the parking restriction. Letters were sent to the homes on Sunrise Drive just west of Victory Road.

See Enclosure 22.

23. Consideration of approval of Resolution No. 2024-14 authorizing the Public Works Director to request the Nebraska Department of Transportation to perform a pedestrian signal study on Highway 81, north of Elm Street. **Resolution 2024-14**

The City of Norfolk desires removal of the existing pedestrian signal on Highway 81, north of Elm Street if the facts of the study support the removal. Staff recommend approval of Resolution No. 2024-14.

See Enclosure 23.

24. Consideration of Resolution No. 2024-15 adding stop signs to conduct a traffic signal study at the intersections of 4th Street and Norfolk Avenue and 5th Street and Norfolk Avenue and evaluate the efficiency of 4-way stop controlled intersections. **Resolution 2024-15**

As part of the City's evaluation of traffic flow and needs, the City Engineer's office requests a signal study to evaluate 4-way stop controlled intersections at 4th and 5th Street intersections on Norfolk Avenue.

This will consist of "bagging" the current traffic signals and placing stop signs for period of time, allowing for evaluation before a final decision is made.

The conversion of 2nd Street and 3rd Street intersections to 4-way stop controlled intersections has had a positive impact on pedestrian safety downtown by reducing the traffic speeds, and encouraging heavy truck traffic to use alternate routes.

Downtown businesses have asked if the City would study 4th and 5th Street intersections in consideration of extending the traffic calming effect through 5th Street.

See Enclosure 24.

25. Consideration of approval of a testing services contract with Certified Testing Services, Inc. for the Johnson Park Improvement project for an amount not to exceed \$23,500.00. **Motion**

This contract includes concrete and soils testing services for the Johnson Park Improvement project. This is a budgeted project expense and does not increase the cost of the project. Staff recommend approval.

See Enclosure 25.

PUBLIC COMMENT PERIOD

26. No action can occur at this time.

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

CITY OF NORFOLK, NEBRASKA

The Mayor and City Council of the City of Norfolk, Nebraska met in regular session in the Council Chambers, 309 North 5th Street, Norfolk, Nebraska on the 4th day of March, 2024, beginning at 5:30 p.m.

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

Staff members present were: City Administrator Andy Colvin, City Attorney Danielle Myers-Noelle, City Clerk Brianna Duerst, Administrative Secretary Bethene Hoff, Public Works Director Steve Rames, Assistant City Engineer Anna Allen, Operations Manager Lyle Lutt, City Planner Val Grimes, Information Systems Manager Brad Andersen, Programmer/Analyst Leon Gentrup, Streets Manager Will Elwell, Street Maintenance Supervisor Matt Ernesti, Communications Manager Nick Stevenson, Parks and Recreation Director Nathan Powell, Parks and Recreation Assistant Director PJ Evans, Economic Development Director Candice Alder, Economic Development Coordinator Mikah Wheeler, Fire Chief Tim Wragge, 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 Granquist moved, seconded by Councilmember Snorton to approve the consent agenda as printed. Roll call: Ayes: Granquist, Arens, Webb, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: McCarthy.

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

Consent Agenda Items Approved

Minutes of the February 20, 2024, City Council meeting

February sales tax report (December sales)

Brittany Melby to hold a fireworks display on Sunday, April 28, 2024, at Midtown Event Center, 1102 Riverside Boulevard, for a special event

Our Savior Lutheran Church, a Nebraska Nonprofit Corporation, agreement allowing the use of a portion of South 25th Street for the purpose of holding a "Rise N Run" 5K run on Saturday, March 30, 2024

Luis Cortez, doing business as Norfolk Adult Soccer League, agreement allowing the use of multi-purpose fields located on North Pine Park and a soccer field in Veterans Memorial Park for the League's practices, games, and tournaments during their 2024 summer/fall season from April 21, 2024 through December 31, 2024

Norfolk Lions Club, Inc., a Nebraska Nonprofit Corporation, agreement allowing the use of Norfolk Pedal Park for a Big Wheel race on Saturday, May 18, 2024

Parks and Recreation Board report from February 22, 2024

Special Designated Liquor License for District Event Center, to serve beer, wine and distilled spirits outside of District Event Center, 218 W Norfolk Avenue, on May 5, 2024, from 9:00 a.m. to 10:00 p.m. for a Cinco De Mayo Celebration

Resolution No. 2024-10 approving RAR Enterprises, LLC, dba Founders, 501 Norfolk Ave, Suite #110, as a satellite location of Endgame Lottery Services, dba Big Red Keno, for the Norfolk Keno Lottery

Bills in the amount of \$1,478,247.22

Public Hearings and Related Items

Public Hearing

(RAR Enterprises, LLC, dba Founders, Class C liquor license application)

A public hearing was held to consider a Class C (beer, wine, distilled spirits, on and off sale) liquor license application for RAR Enterprises, LLC, dba Founders, 501 West Norfolk Avenue Suite 110, and the manager application of Miranda L. Bright. City Clerk Brianna Duerst provided information to the Mayor and City Council. This location is currently licensed but the business was recently sold, requiring a new license under the new ownership.

No one appeared either in favor of or in opposition to the liquor license application and manager application and the Mayor declared the hearing closed.

Resolution No. 2024-11

(RAR Enterprises, LLC, dba Founders, Class C liquor license application)

Councilmember Arens moved, seconded by Councilmember Murren, for adoption of Resolution No. 2024-11 approving the Class C (beer, wine, distilled spirits, on and off sale) liquor license application for RAR Enterprises, LLC, dba Founders, 501 West Norfolk Avenue, Suite 110, and the manager application of Miranda L. Bright.

Roll call: Ayes: Granquist, Arens, Webb, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: McCarthy. Resolution No. 2024-11 was adopted.

Public Hearing

(Par.Lor & Libations LLC, zone change, 714 West Norfolk Avenue)

A public hearing was held to consider a zone change from I-1 (Light Industrial District) to C-2 (Central Business District) on property addressed as 714 West Norfolk Avenue at the request of Par.Lor & Libations LLC. City Planner Valerie Grimes provided information to the Mayor and City Council. The applicant wants to tear down an old building and put up a new building that has retail on the first floor and residential above, which is outright permitted in the C-2 zoning district.

On February 21, 2024, the Norfolk Planning Commission held a public hearing regarding the zone change request. The City Clerk read the Planning Commission's recommendation for approval into the record.

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

Ordinance No. 5869

(Par.Lor & Libations LLC, zone change, 714 West Norfolk Avenue)

Councilmember Arens introduced, seconded by Councilmember Clausen, Ordinance No. 5869 entitled: and moved that the ordinance be passed on first reading. Said ordinance was then read into the record by title by the City Clerk.

Roll call: Ayes: Granquist, Arens, Webb, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: McCarthy. Ordinance No. 5869 passed on first reading.

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

Roll call: Ayes: Granquist, Arens, Webb, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: McCarthy. 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 Snorton, 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. 5869 be passed and adopted?"

Roll call: Ayes: Granquist, Arens, Webb, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: McCarthy. 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. 5869 as required by law.

Public Hearing

(BAS Holding, LLC, zone change, 2200 South Victory Road)

A public hearing was held to consider a zone change from A (Agricultural District) to I-1 (Light Industrial District) on property addressed as 2200 South Victory Road at the request of BAS Holding, LLC. City Planner Valerie Grimes provided information to the Mayor and City Council.

On February 21, 2024, the Norfolk Planning Commission held a public hearing regarding the zone change request. The City Clerk read the Planning Commission's recommendation for approval into the record.

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

Ordinance No. 5870

(BAS Holding, LLC, zone change, 2200 South Victory Road)

Councilmember Arens introduced, seconded by Councilmember Granquist, Ordinance No. 5870 entitled: and moved that the ordinance be passed on first reading. Said ordinance was then read into the record by title by the City Clerk.

Roll call: Ayes: Granquist, Arens, Webb, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: McCarthy. Ordinance No. 5870 passed on first reading.

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

Roll call: Ayes: Granquist, Arens, Webb, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: McCarthy. 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 Hildebrand, 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. 5870 be passed and adopted?"

Roll call: Ayes: Granquist, Arens, Webb, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: McCarthy. 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. 5870 as required by law.

Public Hearing
(Workforce Housing Incentive Plan)

A public hearing was held to consider the adoption of a Workforce Housing Incentive Plan to allow for the use of Tax Increment Financing (TIF) for new construction activities for workforce housing as defined by thresholds set forth by the Nebraska Department of Economic Development and the Nebraska Community Development Law. Economic Development Director Candice Alder provided information to the Mayor and City Council. This resolution would allow Tax Increment Financing (TIF) to be used for new construction as long as the per unit price for the housing units falls within the thresholds defined by the Nebraska Department of Economic Development. The most recent guidelines indicate a maximum construction cost of \$300,000 for owner -occupied units and no more than \$235,000 per unit for rental housing units.

The city's process will not change as it relates to redevelopment plans; this just widens the potential uses for TIF to include new construction as long as it stays within those thresholds. As with all TIF projects, developers seeking to use TIF must present a redevelopment plan or submit a micro-TIF application as well as disclose a detailed project budget and provide the CDA with actual costs for the completed project.

Mark Otto, 1652 Woodsvew, Lincoln, developer on 1st Street and Norfolk Avenue project, said they requested this option be considered by Council to utilize it for their project. Otto said this Workforce Housing option for TIF is designed to bring in housing that's affordable. Otto discussed the proposed project at 1st Street and Norfolk Avenue, which will contain 130 dwelling units and retail space, and enhance the living experience for people in Norfolk. Otto said he has utilized the Workforce Housing TIF option in both Sydney and Holdredge. Otto did note that land is not included in the DED threshold.

No one else appeared either in favor of or in opposition to the Workforce Housing Incentive Plan and the Mayor declared the hearing closed.

Resolution No. 2024-12
(Workforce Housing Incentive Plan)

Councilmember Granquist moved, seconded by Councilmember Murren, for adoption of Resolution No. 2024-12 approving the adoption of a Workforce Housing Incentive Plan to allow for the use of Tax Increment Financing (TIF) for new construction activities for workforce housing as defined by thresholds set forth by the Nebraska Department of Economic Development and the Nebraska Community Development Law

Roll call: Ayes: Granquist, Arens, Webb, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: McCarthy. Resolution No. 2024-12 was adopted.

Regular Agenda Items

Advertise for bids, Fire and Police Roof Replacement projects

Councilmember Hildebrand moved, seconded by Councilmember Snorton, for approval to advertise for bids for the Fire Station and Police Station Roof Replacement projects. Fire Chief Tim Wragge provided information to the Mayor and City Council. The Police Station and Fire Station 1 roofs completed in 2008 are reaching end of life, and there have been notable issues especially at the Police Station. The Police Station roof will be the priority, with the Fire Station roof to follow.

Councilmember Murren declared a conflict of interest and abstained from discussion and action.

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

Advertise for bids

(Paving District No. 521, Norfolk 140 Subdivision, project)

Councilmember Arens moved, seconded by Councilmember Webb, for approval to advertise for bids for the Paving District No. 521 (Norfolk 140 Subdivision) project.

Assistant City Engineer Anna Allen provided information to the Mayor and City Council. This paving district includes paving South 43rd Street from existing approach on West Norfolk Avenue (Highway 275) south approximately 750 feet, Madison Avenue from South 43rd Street east 1400 feet to South 40th Street, 40th Street from Madison Avenue in Fountain Point Addition south 225 feet to the easterly extension of Madison Avenue in Norfolk 140 Subdivision, right turn lane to 43rd Street on the east bound lanes of Highway 275, and the realignment of 320 feet of a private drive to meet Nebraska Department of Transportation access restriction requirements. A bid letting is tentatively scheduled for this spring with Council approval of the lowest responsive and responsible bidder following.

Jim McKenzie, 1412 Longhorn Drive, asked about the dollar amount anticipated from CHAF that will not be assessed. Public Works Director Steven Rames said the city will pay for the cost of the intersection and a cost share on the box culvert. Everything else will be assessed to the adjacent property owners.

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

Advertise for bids
(Sewer District No. 255, Norfolk 140 Subdivision, project)

Councilmember Granquist moved, seconded by Councilmember Snorton, for approval to advertise for bids for the Sanitary Sewer Extension District No. 255 (Norfolk 140 Subdivision) project. Assistant City Engineer Allen provided information to the Mayor and City Council. This sanitary sewer district includes construction of a 12-inch PVC sanitary sewer main along with necessary appurtenances extending south along 40th Street approximately 255 feet, west at the intersection of 40th Street and Madison Avenue approximately 1400 feet to 43rd Street, and north on 43rd Street approximately 375 feet.

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

Advertise for bids
(Water District No. 128, Norfolk 140 Subdivision, project)

Councilmember Snorton moved, seconded by Councilmember Murren, for approval to advertise for bids for the Water Main Extension District No. 128 (Norfolk 140 Subdivision) project.

Assistant City Engineer Anna Allen provided information to the Mayor and City Council. This water district includes construction of a 10-inch DIP water main together with necessary appurtenances extending west along Madison Avenue approximately 1400 feet from 40th Street to 43rd Street, and north along 43rd Street approximately 840 feet to Highway 275.

A bid letting is tentatively scheduled for this spring with Council approval of the lowest responsive and responsible bidder following.

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

Submit grant application LENRD Recreation Area Development Program
(Liberty Bell Park picnic shelter and restroom)

Councilmember Snorton moved, seconded by Councilmember Granquist, for approval to submit a grant application to the Recreation Area Development Program of the Lower Elkhorn Natural Resources District (LENRD) in the amount of \$30,000 to go towards a picnic shelter and restroom at Liberty Bell Park and for the Mayor to sign all contracts and documents related to the grant.

Parks and Recreation Director Nathan Powell provided information to the Mayor and Council. This grant requires a 50% match. Matching funds will come from existing project funds to install a restroom at Liberty Bell Park. The current budget is \$200,000, the \$30,000 in grant funds would be added to the existing budget to install a restroom and a shelter.

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

Huff Construction Contract
(Ta-Ha-Zouka team lockers)

Councilmember Arens moved, seconded by Councilmember Hildebrand, for approval of a Standard AIA Design Build Contract with Huff Construction for the Team Lockers at Ta-Ha-Zouka

Parks and Recreation Director Nathan Powell provided information to the Mayor and Council. This is funded through partnerships with Norfolk Public Schools, Northeast Community College (\$400,000 each) and the Mahlon B. Kohler estate donation (\$550,000). The expected team locker design will include lockers for the home and away teams and one set of restrooms and ADA sidewalks. The locker rooms will have retractable walls to allow us to open the room into a two-lane batting cage in the winter and use for youth programs, as requested by the Kohler Estate. The entire facility will be available year-round. This process allows us to conduct a preliminary design before returning to council with an amendment to complete the full project of \$1.35 million. The preliminary design phase is not to exceed \$30,000.

Councilmember Murren declared a conflict of interest and abstained from discussion and action.

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

Façade Improvement Program guidelines

Councilmember Snorton moved, seconded by Councilmember Hildebrand, for approval of the Façade Improvement Program guidelines for the City of Norfolk, Nebraska Downtown Revitalization grant.

Economic Development Director Candice Alder provided information to the Mayor and City Council. In November 2023, the City was awarded \$435,000 in CDBG Downtown Revitalization (DTR) funds from the Nebraska Department of Economic Development. Of the \$435,000 in funds, \$310,000 are allocated to the downtown façade improvement program.

The proposed Façade Improvement Program will operate very similar to the 2017 grant where applicants can apply for funds to improve façade features such as awnings, windows, doors, signage, or restoration activities such as tuck pointing. The program requires a 1:1 match from the property owner or business that is applying. Applications will be reviewed by a Design Advisory Board appointed by the Vehicle Parking District. The program is designed to forgive loans over a five-year period. The maximum request is \$25,000 per application. If there are any unused funds, staff would look at presenting an alternative project to the Nebraska Department of Economic Development, but it would ultimately be up to them how those remaining funds would potentially be used.

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

Rutjens Construction, Inc. contract
(Water District No. 129, North Highway 81, project)

Councilmember Granquist moved, seconded by Councilmember Murren, to approve to award a contract to Rutjens Construction, Inc. of Tilden, Nebraska, for the Water Extension District No. 129, North Highway 81 project for an amount of \$320,035.00.

Water and Sewer Director Chad Roberts provided information to the Mayor and Council. This project consists of approximately 1700' of 8" water main and approximately 250' of 6" water main with all needed appurtenances. On February 26, 2024 two bids were received. The other bidder was Penro Construction Co., Inc. of Pender, NE for \$437,672.60. The low bid is within the engineer's estimate. The project is expected to take 6-8 weeks, weather dependent. A majority of the project will be assessed to adjacent property owners as there will be very little oversize costs.

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

Resolution No. 2024-13
(submit Extremely Blighted Determination Study)

Councilmember Snorton moved, seconded by Councilmember Murren, for adoption of Resolution No. 2024-13 approving to authorize submittal of an Extremely Blighted Determination Study for a site located at approximately 105 East Norfolk or the northeast corner of North 1st Street & East Norfolk Avenue.

Kurt Elder, 5501 T St, Lincoln, presented the study he completed to determine if the area already declared Blighted and Substandard located at approximately 105 East Norfolk (NE corner of N 1st & East Norfolk Ave) meets the Legislative requirements to be declared Extremely Blighted. Elder explained that poverty and unemployment data are used to determine extreme blight. The area must have an average 20% poverty rate and be double the state's average unemployment rate.

Extreme blight has three main incentives. 1) It allows the applicant to access an additional five years of TIF to cashflow a project; 2) it allows a homeowner to apply for a \$5,000 earned income tax credit; and 3) extreme blight does not count toward the city's max blight capacity.

Scott Williams, 1111 Nebraska Avenue, spoke in support of the extreme blight declaration and said the "but-for" clause applies as the project will not move forward without the use of TIF.

Mark Otto, 1652 Woodsvew, Lincoln, developer, reviewed the proposed project and explained why he chose Norfolk to do this type of development, and the need for the extreme blight designation to make the project happen.

Jim McKenzie, 1412 Longhorn Drive, expressed concern with the use of TIF and said he would like to see the project happen without a significant TIF incentive. McKenzie said allowing TIF to be used for the project will bind future City Councils to not collect property taxes on this area for 20 years. McKenzie said Norfolk is continuously TIFing all significant developments and those tax revenues are not coming in for 15 or 20 years and questioned how the shortfalls in property tax will be addressed. McKenzie urged elected officials to use caution on this decision.

Mayor Moenning noted that the current base value of the property tax will still be paid to taxing entities, it is just the incremental taxes that go back to the developer.

Councilmember Clausen noted that nothing has happened on this property for nearly 14 years. The chances of it getting developed without the use of TIF is pretty slim. The bulk of the investment is coming out of the developer's pocket and will be a benefit to the city and its citizens.

McKenzie questioned when we continue to TIF everything, where we are going to get the revenues to run the city.

Economic Development Director Candice Alder reviewed business and industry investment in the city (over \$50,000). Since 2017, we have seen \$395,729,000 of new construction investment. Of that, \$19.5 million was TIF. Remodel investment totaled \$97 million. Of that, about \$6.5 million was TIF.

City Administrator Andy Colvin said, when developers are looking at TIF, state law requires them to go through an analysis and provide that without the TIF incentive, the project isn't possible. Without incentives like TIF, that investment is not going to happen.

Otto said the project will not happen with a 15-year standardized TIF. It needs to be extreme blighted to make the project happen. Otto said the sales tax on the project will outweigh the current property tax. Construction is slated to begin June 19, 2024, with a goal to be finished by November 1, 2025.

Steve Sunderman, 438 1/2 W Norfolk Avenue, Greater Norfolk Economic Development Foundation member, spoke in favor of the extreme blight determination. Sunderman noted there were other developers that looked at this property that couldn't make it viable.

Paul Medelman spoke in support of the developer and said the TIF is just affording the developer the opportunity to do the project, and they are investing significant capital. Medelman noted he would not have started the Medelman's Lake development without TIF.

Roll call: Ayes: Granquist, Arens, Murren, Snorton, Clausen and Hildebrand. Nays: Webb. Absent: McCarthy. Resolution No. 2024-13 was adopted.

There being no further business, the Mayor declared the meeting adjourned at 7:38 p.m.

Josh Moenning
Mayor

ATTEST:

Brianna Duerst
City Clerk

(S E A L)

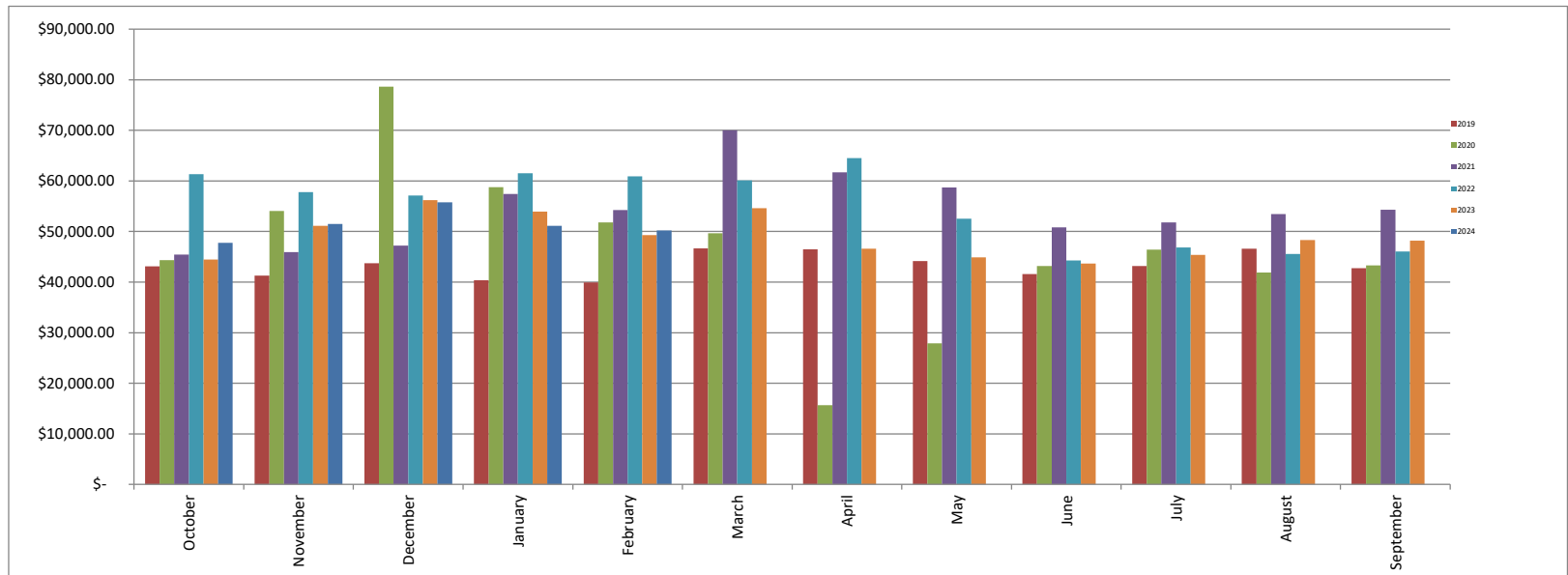
I, the undersigned Clerk, hereby certify that the foregoing is the full, true and correct original document of proceedings of Monday, March 4, 2024, had and done by the Mayor and City Council; that all of the subjects included in the proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to the meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Brianna Duerst
City Clerk

(S E A L)

**Keno Yearly Comparison
Net Proceeds**

	2019	2020	2021	2022	2023	2024	2024 BUDGET	Change 2023 to 2024	BUDGET VARIANCE
October	\$ 43,114.38	\$ 44,340.77	\$ 45,457.02	\$ 61,349.66	\$ 44,429.79	\$ 47,781.12	\$ 44,429.79	\$ 3,351.33	7.54%
November	\$ 41,279.37	\$ 54,030.23	\$ 45,923.18	\$ 57,767.61	\$ 51,152.69	\$ 51,501.37	\$ 51,152.69	\$ 348.68	0.68%
December	\$ 43,753.84	\$ 78,613.61	\$ 47,207.45	\$ 57,133.03	\$ 56,195.09	\$ 55,758.98	\$ 53,995.09	\$ (436.11)	-0.78%
January	\$ 40,338.99	\$ 58,759.56	\$ 57,420.94	\$ 61,502.20	\$ 53,938.71	\$ 51,141.14	\$ 53,938.71	\$ (2,797.57)	-5.19%
February	\$ 39,907.59	\$ 51,823.58	\$ 54,245.75	\$ 60,915.12	\$ 49,296.83	\$ 50,197.53	\$ 49,296.83	\$ 900.70	1.83%
March	\$ 46,659.87	\$ 49,683.96	\$ 70,011.38	\$ 60,123.37	\$ 54,638.78	\$ -	\$ 54,095.16	\$ -	0.00%
April	\$ 46,500.77	\$ 15,634.72	\$ 61,697.54	\$ 64,513.29	\$ 46,576.20	\$ -	\$ 59,013.29	\$ -	0.00%
May	\$ 44,168.34	\$ 27,915.55	\$ 58,731.05	\$ 52,524.25	\$ 44,917.40	\$ -	\$ 52,524.25	\$ -	0.00%
June	\$ 41,568.03	\$ 43,176.10	\$ 50,809.90	\$ 44,261.27	\$ 43,688.59	\$ -	\$ 44,261.27	\$ -	0.00%
July	\$ 43,195.79	\$ 46,401.55	\$ 51,800.60	\$ 46,873.25	\$ 45,361.70	\$ -	\$ 46,873.25	\$ -	0.00%
August	\$ 46,590.14	\$ 41,871.35	\$ 53,431.82	\$ 45,577.72	\$ 48,286.11	\$ -	\$ 45,577.72	\$ -	0.00%
September	\$ 42,769.65	\$ 43,272.60	\$ 54,276.98	\$ 46,041.95	\$ 48,165.84	\$ -	\$ 46,041.95	\$ -	0.00%
Total	\$ 519,846.76	\$ 555,523.58	\$ 651,013.61	\$ 658,582.72	\$ 586,647.73	\$ 256,380.14	\$ 601,200.00	\$ 1,367.03	0.54%



***Northeast Nebraska
Regional
Land Bank***

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

The Board of Directors of the Northeast Nebraska Regional Land Bank held a board meeting Monday, February 26, 2024, at 12:00 P.M. at the Norfolk Public Library, 308 W Prospect Avenue, Meeting Room A, Norfolk, Nebraska.

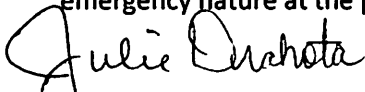
1. Call the meeting to order and Inform the public about the location of the Open Meetings Act posted in the Norfolk Public Library, Meeting Room A, and accessible to members of the public.
2. Roll Call. The following board members were present: Brian Lundy, John Kouba, Rob Merrill, Randy Wilcox, Rod Johnson, Soshia Bohn, Mayra Mendoza, Juan Sandoval Absent: Benjamin Temple Others present included: Val Grimes, City of Norfolk Director of Planning & Development; Myron Wasson, Village of Hadar; Gary Bretschneider, City of Norfolk Executive Director; Julie Drahota, City of Norfolk Housing Program Manager, 1 from the public
3. A motion was made by Randy Wilcox, seconded by Soshia Bohn to approve the agenda as presented. AYES: Lundy, Kouba, Merrill, Wilcox, Johnson, Bohn, Mendoza, Sandoval NAYS: None Motion carried.
4. Discussion was held on approval of the January 22, 2024 meeting minutes. A motion was made by Rod Johnson, seconded by Juan Sandoval to approve the January 22, 2024 meeting minutes. AYES: Lundy, Kouba, Merrill, Wilcox, Johnson, Bohn, Mendoza, Sandoval NAYS: None Motion carried.
5. Discussion was held on consideration of approval of a temporary acquisition policy for the Annual Tax Certificate Sales in Madison and Pierce Counties. The first Monday of March is the day you can register for \$25 and purchase tax certificates in all counties in Nebraska. See if there are any potential parcels to purchase in Norfolk or Hadar. The first week of May the first parcels go up for auction. Our budget is \$7,000 and you would maintain the parcels for 3 years. If the parcels sit for a year you get the interest back. This is within our Mission Statement and it's a temporary policy to see how this first year goes and we can make changes as we need to. A motion was made by John Kouba, seconded by Mayra Mendoza to approve the temporary acquisition policy for the Annual Tax Certificate Sales in Madison and Pierce Counties. AYES: Lundy, Kouba, Merrill, Wilcox, Johnson, Bohn, Mendoza, Sandoval NAYS: None Motion carried.
6. Discussion was held on authorization of land bank staff to pursue tax certificate sales in Madison and Pierce counties. No other discussion was held after reviewing the previous agenda item. A motion was made by Juan Sandoval, seconded by Rod Johnson to approve the authorization of land bank staff to pursue tax certificate sales in Madison and Pierce counties. AYES: Lundy, Kouba, Merrill, Wilcox, Johnson, Bohn, Mendoza, Sandoval NAYS: None Motion carried.
7. Discussion was held on authorization of land bank staff to pursue the 501 (c)(3) status. It's advantageous to allow individuals to donate and receive a tax break for their tax situation. These individuals would receive a Certificate to give to their accountants. We would file with the Secretary of State and then get IRS approval. We don't want to have anything to do with the valuation of the property. No dollar amount will be listed on



the certificate. We have to set our own inventory value. We do not have to take donated property if we don't approve. A motion was made by Mayra Mendoza, seconded by Soshia Bohn to approve land bank staff to pursue the 501 (c)(3) status. AYES: Lundy, Kouba, Merrill, Wilcox, Johnson, Bohn, Mendoza, Sandoval NAYS: None Motion carried.

8. Discussion was held on approval of the land bank flyer to be utilized for promotional purposes. Any comments or changes to the flyer. There were suggestions to change the heading to bright blue or red ink. Make the photo on the back smaller and add something that says, "why the land bank is good for the public". Also where to find additional information on the website. Make a file available for the annual report. Check with Marathon Press for price costs with some thicker paper. In the future make it a tri-fold brochure. It was suggested to make these changes and email the board for approval so it is ready to hand out at the Home Show on March 15-17th. A motion was made by Mayra Mendoza, seconded by Juan Sandoval to approve the flyer with the revisions suggested. AYES: Lundy, Kouba, Merrill, Wilcox, Johnson, Bohn, Mendoza, Sandoval NAYS: None Motion carried.
9. Discussion was held on potential acquisition (donation) of 110 S 9th Street. This property is a 2 story house that has been yellow/red tagged for awhile that was broken into, unsecured, and water running. It is zoned R-2 or R-3. It was built in the early 1900s. There is a large tree over the house with power lines in the alley. Could cost approximately \$20,000 to take down and a check would be done for asbestos. The City Attorney is speaking to them about donating the property. Hopefully this will be brought to the next meeting.
10. Discussion was held on adding the Land Bank audit to the City of Norfolk's audit. Randy Gates is looking into this. A staff memo was provided and it is not time sensitive. Gary checked with the Norfolk Housing Agency's auditor and he quoted a price of \$5,000-10,000.
11. Lunch will not be provided in the future because of the cost to the Land Bank.
12. The meeting was adjourned at 12:41 P.M. by the Chair.

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


Julie Drahota
Secretary

Northeast Nebraska Regional Land Bank



AGREEMENT

This Agreement is made and entered into the _____ day of _____, 2024, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as “CITY”, and The Norfolk Softball Association (NSA), a Nebraska Nonprofit Corporation, hereinafter referred to as “NSA”, WITNESSETH:

WHEREAS, CITY and NSA are desirous of coordinating efforts to facilitate the operation and management of NSA’s softball program using CITY’s facilities.

NOW THEREFORE, in consideration of the foregoing recital and the mutual covenants contained herein, and for other good and valuable consideration, CITY agrees to allow NSA to use CITY’s softball complex and softball fields for softball practice, games, and tournaments subject to the following:

1. FACILITIES. CITY, being the owner of softball fields in various CITY parks, is willing to allow CITY’s softball complex and softball fields to be used by NSA for softball practice, games, and tournaments for their 2024 summer and fall softball seasons. CITY’s parks and recreation director or his designee shall designate which ball fields are to be used by NSA.
2. TERM. This Agreement shall be from April 1, 2024 through December 31, 2024.
3. USAGE FEES. NSA shall pay usage fees to CITY as follows:
 - a. \$10.00 per athlete on each league roster, per season. (For athletes listed on more than one league roster, NSA shall be charged \$10.00 for each roster on which the athlete is listed. Summer and fall leagues shall be charged separately.)
 - b. \$15.00 per CITY staff member per hour for extra field preparation when requested to be on duty during tournaments and games. (This charge only applies to field preparation over and above standard field preparation which is provided at no charge prior to the start of play each day.)
 - c. Cost of any chalk or Diamond Dry purchased from CITY.

NSA shall complete and submit a Roster Form listing all teams in NSA’s program. CITY will bill NSA at the end of the softball seasons in accordance with the fees set forth herein. NSA shall be responsible for collecting all funds and shall pay the same to CITY at the Norfolk City Clerk’s Office, 309 North 5th Street, Norfolk, Nebraska, no later than December 1, 2024.

4. REGISTRATION. CITY shall handle registrations for NSA’s program through CITY’s online registration program.

5. SCHEDULING. NSA agrees to schedule programs, events, tournaments, games, or practices in conjunction with the Norfolk Parks and Recreation Department policy manual. NSA agrees to provide CITY with a comprehensive list of game times and to keep the same current.

6. STAFFING. NSA shall coordinate, hire, pay, and assign officials and program staff for NSA’s program in accordance with NSA’s national association standards.

7. PUBLIC PROGRAM. NSA agrees to run its softball program as a public program where anyone can participate, and everyone has an opportunity to play.

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

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

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

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

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

In addition, NSA shall name CITY as an additional insured. The policy issued shall cover all activities sponsored by NSA while using CITY’s softball fields with no exclusions. NSA’s insurance shall be the primary insurance coverage for NSA’s events. NSA agrees to be responsible for any damages or claim of loss not covered by NSA’s insurance. A certificate of insurance shall be filed with the City Clerk’s office upon execution of this Agreement. In the event the certificate of insurance is not filed by March 22, 2024, then (1) NSA shall pay a late fee to CITY in the amount of \$75.00, and (2) this Agreement shall be voidable at the option of CITY’s risk manager.

For purposes of this Agreement and as it relates to requirements imposed by NSA’s insurance company, NSA shall be deemed to be the “field owner” as it relates to NSA’s insurance.

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

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

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

15. ADVERTISING. NSA shall not erect any advertising signs at CITY's softball facilities.

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

17. CONCESSIONS. CITY provides concessions at Ta-Ha-Zouka Park. CITY will make its own determination as to whether to provide concessions for NSA's softball games. NSA is prohibited from selling or participating in the sale of any concessions at Ta-Ha-Zouka Park, including but not limited to tailgating, and NSA shall prohibit participants and spectators from participating in the sale of concessions, including but not limited to tailgating, at Ta-Ha-Zouka Park. NSA shall not receive any profit from concession sales. Further, NSA shall be responsible for assuring that no coolers, outside food, or outside beverages (except for water) are brought into Ta-Ha-Zouka Park by spectators when concessions are being sold by CITY.

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

19. TOBACCO. NSA shall be responsible for compliance with CITY's tobacco policy set forth in CITY's Official Code which precludes tobacco use on or within 20 feet of any bleachers located on any city owned property.

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

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

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

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

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

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

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

ATTEST:

Brianna Duerst, City Clerk

By _____
Josh Moenning, Mayor

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

THE NORFOLK SOFTBALL ASSOCIATION
(NSA), A Nebraska Nonprofit Corporation

By _____
Title: _____
Printed Name: _____

By _____
Title: _____
Printed Name: _____

AGREEMENT

This Agreement is made and entered into the _____ day of _____, 2024, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", Norfolk Post 16 of The American Legion at Norfolk, Nebraska, a Chartered Unit of the Nebraska American Legion and its National Organization, hereinafter referred to as "LEGION", WITNESSETH:

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, CITY agrees to allow LEGION to use the CITY's baseball field at Veterans Memorial Park for baseball practice, clinics, camps, games, and tournaments subject to the following:

1. FACILITY. CITY, being the owner of the park facility commonly known as Veterans Memorial Park, is willing to allow the baseball field in Veterans Memorial Park to be used by LEGION for baseball practice, clinics, camps, games, and tournaments for the summer baseball season and post season. For baseball games, LEGION shall have access to and use of the baseball field, press boxes, ticket booths, parking lots, and restrooms. Field lighting, scoreboard and public address system shall be available for use by LEGION.

2. TERM. This Agreement shall be from May 1, 2024, through December 31, 2024.

3. USAGE FEES. LEGION shall pay usage fees to CITY as follows:

- a. \$10.00 per athlete in program (practice).
- b. \$50.00 per day for games at Veterans Memorial Park.
- d. \$15.00 per CITY staff member per hour for extra field preparation when requested to be on duty during tournaments and games. (This charge only applies to field preparation over and above standard field preparation which is provided at no charge prior to the start of play each day.)
- e. Cost of any chalk or Diamond Dry purchased from CITY.

LEGION shall complete and submit a Roster Form listing all teams in LEGION's program. CITY will bill LEGION at the end of the season in accordance with the fees set forth herein. LEGION shall be responsible for collecting all funds and shall pay the same to CITY at the Norfolk City Clerk's Office, 309 North 5th Street, Norfolk, Nebraska, no later than December 1, 2024.

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

5. REPORTING: LEGION agrees to keep and maintain accurate accounting records listing the number of practices held on CITY's baseball field, the total number of spectators in attendance at each game, and the beginning and ending times of all practices and games. LEGION further agrees to provide CITY an itemized, detailed accounting of the number of

practices held, the total number of spectators at each game, and the beginning and ending times of all practices and games. Said accounting shall be provided to CITY's risk manager no later than ten (10) days after the conclusion of the season.

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

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

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

In addition, LEGION shall name CITY as an additional insured. The policy issued shall cover all activities sponsored by LEGION while using CITY's baseball field with no exclusions. Said insurance shall be the primary insurance coverage for LEGION's events. LEGION agrees to be responsible for any damages or claim of loss not covered by LEGION's insurance. A certificate of insurance shall be filed with the City Clerk's office upon execution of this Agreement. In the event the certificate of insurance is not filed by April 21, 2024, then (1) LEGION shall pay a late fee to CITY in the amount of \$75.00, and (2) this Agreement shall be voidable at the option of CITY's risk manager.

8. RELEASES. In the event that LEGION obtains Releases (from either its own players or players from visiting teams) for participation in LEGION's events while utilizing CITY's facilities under the terms of this Agreement, said Releases shall include a provision releasing CITY from the same liability and in the same manner that is afforded to other entities being released.

9. CONCESSIONS. CITY provides concessions at Veterans Memorial Park. CITY will make its own determination as to whether to provide concessions for LEGION's baseball games based on CITY's policies in effect at the time of LEGION'S events. LEGION is prohibited from selling or participating in the sale of any concessions at Veterans Memorial Park, including but not limited to tailgating, and LEGION shall prohibit participants and spectators from participating in the sale of concessions, including but not limited to tailgating, at Veterans Memorial Park. LEGION shall not receive any profit from concession sales. Further, LEGION shall be responsible for assuring that no coolers, outside food, or outside beverages (except for water) are brought into Veterans Memorial Park by spectators when concessions are being sold by CITY.

10. ADVERTISING. LEGION shall not erect any advertising or temporary signs at CITY's baseball facilities.

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

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

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

14. CLEANING. LEGION shall be responsible for cleanup of the facilities at Veterans Memorial Park at the conclusion of their use including but not limited to completely cleaning up the bleachers. In the event LEGION fails to clean the facilities they utilize at Veterans Memorial Park, LEGION agrees to pay the actual cost incurred by CITY in cleaning the facilities. CITY shall document the condition of the facilities and shall consult with LEGION prior to cleaning, if practicable. During LEGION's events at Veterans Memorial Park, the following statement or LEGION's own statement which suggests these items shall be announced over the public address system periodically throughout LEGION's events:

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

15. SHOES. No metal spiked shoes or metal cleats shall be allowed on the baseball field during baseball practice and only turf cleats, plastic molded cleats, or athletic shoes shall be allowed for practice. Metal spiked shoes or metal cleats will be allowed on the field during games and during warmups immediately prior to games only, however, they shall not be allowed for any practice time prior to the start of the game. LEGION shall be responsible for compliance with this provision.

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

- Turf cleats, molded cleats or other athletic shoes only during practice.
- Metal spiked shoes or metal cleats allowed during games and warmups immediately prior to games only.

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

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

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

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

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

21. KEYS TO FACILITY. CITY shall provide LEGION with one set of keys to the areas of Veteran's Memorial Park that LEGION is allowed to access as part of this Agreement for which LEGION shall pay a deposit of \$100.00. CITY may provide additional sets of keys to LEGION as agreed upon by the parties. Additional sets of keys provided to LEGION shall require an additional deposit of \$100.00 per set. Not more than a total of two sets of keys shall be issued to LEGION without an adequate explanation as to necessity. LEGION is not authorized to duplicate any keys it receives pursuant to this Agreement. In the event the keys are lost, LEGION shall immediately notify CITY. LEGION shall be responsible for all costs associated with changing locks and replacing keys in the event LEGION loses the keys. LEGION shall be responsible for locking the entire facility at the end of each LEGION event with the exception of the concession stand.

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

23. FIELD LIGHTS. Field lights at Veterans Memorial Park are set to turn on and off by CITY in accordance with the schedule provided to CITY.

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

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

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

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

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

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

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

ATTEST:

Brianna Duerst, City Clerk

By _____
Josh Moenning, Mayor

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

NORFOLK POST 16 OF THE AMERICAN
LEGION AT NORFOLK, NEBRASKA, A
Chartered Unit of the Nebraska American Legion
and its National Organization

By _____
Printed Name: _____
Title: _____



6833 TELLURIDE DR LINCOLN NE 68521

CHUCK AMES BUS/ELITE DIRECTOR, HUSKER AUTO GROUP | 402-610-0465 CELL/ 402-479-7576 DIR | cames@huskerautogroup.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 1500 (CK10903) 4WD Reg Cab 140" Work Truck (✓ Complete)

Price Summary *Attn: Chad*

PRICE SUMMARY

Base Price	<i>Commercial-Fleet pricing on a vehicle as specified & ordered</i>	MSRP	\$41,600.00
Total Options	<i>\$ Via State Bid CE - Market Basket</i>		\$3,135.00
Vehicle Subtotal			\$44,735.00
Destination Charge			\$1,895.00
Grand Total	<i>Order #42099-00</i>		\$46,630.00

Your Cost

Window Sticker # *DLSXBP*

SUMMARY

[Fleet] 2024 Chevrolet Silverado 1500 (CK10903) 4WD Reg Cab 140" Work Truck MSRP:\$41,600.00

Interior:Jet Black, Cloth seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic, electronically controlled

Thanks
[Signature]

OPTIONS

CODE	MODEL	MSRP
CK10903	[Fleet] 2024 Chevrolet Silverado 1500 (CK10903) 4WD Reg Cab 140" Work Truck	\$41,600.00
OPTIONS		
1WT	Work Truck Preferred Equipment Group	\$0.00
AZ3	Seats, front 40/20/40 split-bench	\$0.00
CTT	Hitch Guidance	Inc.
E63	Durabed, pickup bed	\$0.00
FE9	Emissions, Federal requirements	\$0.00
G80	Auto-locking rear differential	\$395.00
GAZ	Summit White	\$0.00
GU5	Rear axle, 3.23 ratio	Inc.
H1T	Jet Black, Cloth seat trim	\$0.00

At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 21551. Data Updated: Jan 23, 2024 6:56:00 PM PST.



6833 TELLURIDE DR LINCOLN NE 68521

CHUCK AMES BUS/ELITE DIRECTOR, HUSKER AUTO GROUP | 402-610-0465 CELL/ 402-479-7576 DIR | cames@huskerautogroup.com

Vehicle: [Fleet] 2024 Chevrolet Blazer (1NR26) AWD 4dr LT w/2LT (✔ Complete)

Price Summary

Attn: Chad

PRICE SUMMARY

Base Price	Commercial - Fleet pricing on a vehicle as specified & ordered	MSRP	\$38,100.00
Total Options	# Via State Bid CE - Market		\$0.00
Vehicle Subtotal	Basket will be		\$38,100.00
Destination Charge			\$1,395.00
Grand Total	order		\$39,495.00

#34,198.00
Your Cost

Thanks
Chad

Window Sticker

DGSW2K

SUMMARY

[Fleet] 2024 Chevrolet Blazer (1NR26) AWD 4dr LT w/2LT

MSRP:\$38,100.00

Interior:Jet Black/Medium Gray, Premium Cloth seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 2.0L Turbo, 4-cylinder, SIDI DOHC with Variable Valve Timing (VVT)

Transmission, 9-speed automatic, electronically-controlled

OPTIONS

CODE	MODEL	MSRP
1NR26	[Fleet] 2024 Chevrolet Blazer (1NR26) AWD 4dr LT w/2LT	\$38,100.00
OPTIONS		
2LT	LT Preferred Equipment Group	\$0.00
AR9	Seats, front bucket	\$0.00
FE9	Emissions, Federal requirements	\$0.00
FHB	Axle, 3.47 final drive ratio	\$0.00
GAZ	Summit White	\$0.00
H1T	Jet Black/Medium Gray, Premium Cloth seat trim	\$0.00
IOS	Audio system, Chevrolet Infotainment 3 Plus system	\$0.00
LSY	Engine, 2.0L Turbo, 4-cylinder, SIDI DOHC with Variable Valve Timing (VVT)	\$0.00
M3T	Transmission, 9-speed automatic, electronically-controlled	\$0.00

At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 21551. Data Updated: Jan 23, 2024 6:56:00 PM PST.

APPLICATION FOR CHANGE OF LOCATION

NEBRASKA LIQUOR CONTROL COMMISSION
 301 CENTENNIAL MALL SOUTH
 PO BOX 95046
 LINCOLN, NE 68509-5046
 PHONE: (402) 471-2571
 FAX: (402) 471-2814
 EMAIL: lcc.frontdesk@nebraska.gov
 WEBSITE: www.lcc.nebraska.gov

License Class: IK

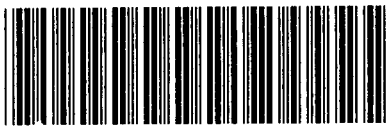
License Number:
122912



Application Requirements:

- Fee of \$45.00 – You may pay online at www.ne.gov/go/NLCCpayport or include a check made payable to the Nebraska Liquor Control Commission
- Must include a copy of the lease, deed or purchase agreement showing ownership of new location in the name of the applicant
- Must include simple hand drawn sketch of new location, must include dimensions in feet (not square feet), showing direction North
 DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS
- Check with your local governing body for any additional requirements that may be necessary
- If moving to a different jurisdiction (i.e., city or county); a new application will need to be filed.

LICENSEE NAME VMR LLC
 TRADE NAME AROMA CIRCUIT
 CURRENTLY LICENSED ADDRESS 1201 S 13th St
 CITY NORFOLK ZIP CODE 68701 COUNTY MADISON
 CONTACT PERSON KRISHINA NAAG VELAGAPUDI
 PHONE NUMBER OF CONTACT PERSON 8016388878
 EMAIL ADDRESS OF CONTACT PERSON AROMACIRCUIT@GMAIL.COM

Office use only	
PAYMENT TYPE <u>CK 1092</u> <u>KE</u>	
AMOUNT <u>\$45</u> RCPT _____	
RECEIVED: <u>3.5.24</u>	
DATE DEPOSITED <u>3.5.24</u> <u>Hyt</u>	
	 2400002317

NEW PREMISES INFORMATION

Street Address #1 415 W NORFOLK AVE

Street Address #2 _____

Zip Code 68701 New Premise Phone Number 8016388878

Is this location inside the city/village corporate limits YES NO

Business e-mail address AROMACIRCUIT@GMAIL.COM

MAILING ADDRESS FOR NEW LOCATION AROMA CIRCUIT

Name 415 W NORFOLK AVE

Street Address #1 _____

Street Address #2 _____

City NORFOLK State NE Zip Code 68701

DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

IN THE SPACE PROVIDED BELOW OR ATTACH A DRAWING
SHOW EXISTING LICENSED AREA AND AREA TO BE ADDED
DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS
PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)
INDICATE THE DIRECTION OF NORTH

Building length 142 x width 20 in feet

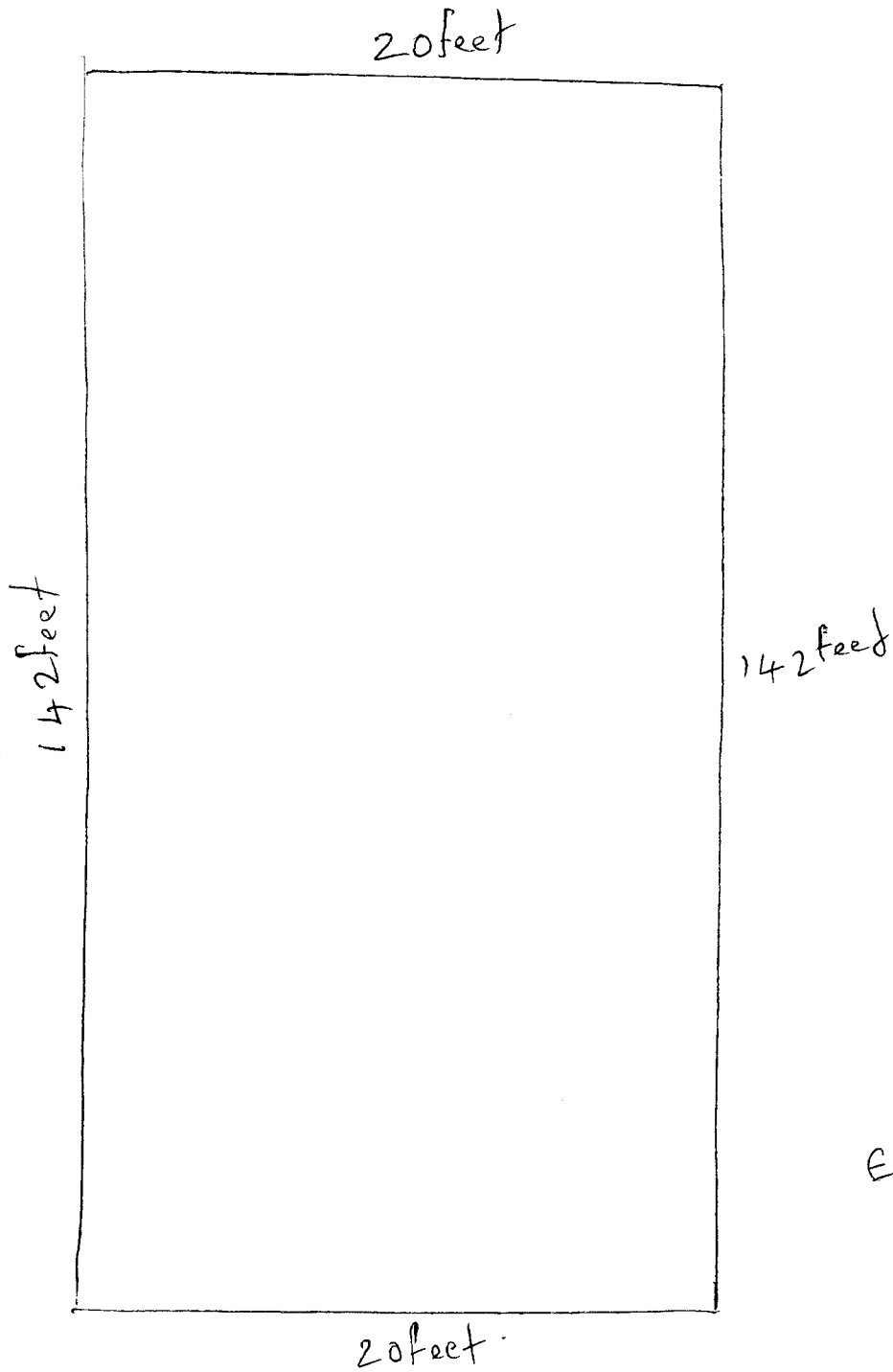
Is there a basement? Yes _____ No If yes, length _____ x width _____ in feet

Is there an outdoor area? Yes _____ No If yes, length _____ x width _____ in feet

*If adding an outdoor area permanent fencing is required. Please contact the local governing body for other requirements regarding fencing

Number of floors of the building 1

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET



NORFOLK AVENUE

1. Is the premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?

_____ YES NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Nebraska Revised Statute 53-177(1) **AND PROVIDE FORM 134 – CHURCH OR FORM 135 – CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS**

2. When do you expect on moving into the new location? MAY 2024

I acknowledge that the premises to comply in all respects with the requirements of the act Neb Rev Stat §53-129

V. Krishna Naag
Signature of LICENSEE

KRISHNA NAAG VELAGAPUDI
Printed Name of LICENSEE

DISTINGUISHED CITIZENSHIP RECOGNITION

Raelynn Terveer

“People Power Award”

WHEREAS, as the reigning Nation of States Nebraska Preteen, Raelynn understands the significance of community engagement and initiated her platform, "I CAN," in June 2020, dedicated to making a positive impact in her community; and

WHEREAS, through her "I CAN" platform, Raelynn collected and recycled cans, and donated the proceeds to worthy causes such as the Ronald McDonald House in Omaha and the Northeast Nebraska Animal Shelter in Norfolk; and

WHEREAS, Raelynn's compassion extends beyond cans, as she expanded her platform to include hosting a canned food drive benefiting the Salvation Army in Norfolk; and

WHEREAS, recognizing the importance of honoring and supporting Veterans, Raelynn established "Raelynn's Warm Wishes," providing handmade blankets to the residents of the Norfolk Veterans Home;

NOW, THEREFORE, BE IT RESOLVED that I, Josh Moenning, Mayor of the City of Norfolk, Nebraska, along with the Norfolk City Council, hereby recognize Raelynn Terveer for her extraordinary act of citizenship.

Mayor Josh Moenning, Norfolk, Nebraska

March 18, 2024

S E A L

City of Norfolk's

"PEOPLE POWER" AWARD

Proudly Presented To

Raelynn Terveer

for distinguished citizenship and generosity, in this instance for her efforts through initiatives like "I CAN" and "Raelynn's Warm Wishes."

.....
Date

.....
Mayor Josh Moenning

March 11, 2024

Mayor and City Council
City of Norfolk
509 N 5th Street
Norfolk, NE 68701

Re: Citizens Advisory Committee

Dear Mayor Moenning and members of the City Council:

On January 24 the citizens signing this letter convened for the purpose of collecting information on needed improvements to the current Police Station and an accelerated street improvements program. We met with City Staff three times, investing many hours in conversation, and touring the Police Station. Our task was to understand the various funding mechanisms available to accomplish the improvement goals and subsequently make a recommendation to the Mayor and City Council.

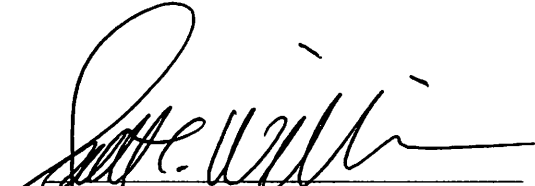
This letter is a brief summary of our conclusions, which we reached unanimously. To be clear, a property tax increase was dismissed from the onset of our discussions.

The committee recommendation is as follows:

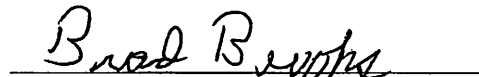
- Ask the public to authorize a $1\frac{1}{2}$ cent sales tax increase with a 4-year sunset to fund the following:
 - The Police Station addition and renovation on a pay-as-you-go basis, without incurring debt or issuing bonds. A conservative estimate projects that the police station project will take 2-3 years to fund in its entirety.
 - Once the police station project is paid for, allocate the remaining sales tax collections for accelerated street improvements.
- Consider not issuing bonds for accelerated street improvements approved in the 2023-2024 Budget; instead, utilizing the \$450,000 budgeted for a bond payment for annual street maintenance work by contract.
- Better educate the citizens on the Police Station needs and successful completion of current construction projects.

In addition to the committee's time, City Staff invested a tremendous amount of time and energy in educating us on these needs. Our committee commends them for their knowledge and commitment to the City of Norfolk. Thank you for giving us the honor and opportunity to serve the Citizens of Norfolk.

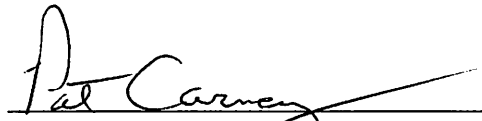
Sincerely,




Scott Williams



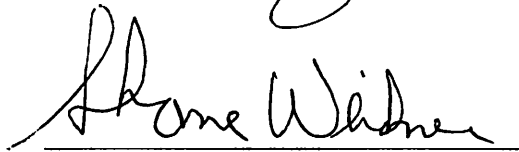
Brad Brooks



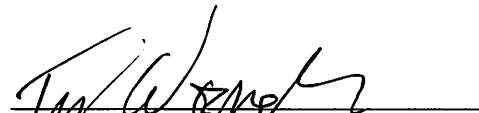
Pat Carney



Mary Colfack




Shane Weidner



Pastor Ty Woznek



Mayra Mendoza



Troy Weyhrich

For Office Use Only	Date Rec'd _____
	Fee \$ _____
	Rec'd by _____

ZONING CHANGE APPLICATION

Applicant: Donald Gerdes 83773 557th Ave., Norfolk
 Name Address
402-360-0102 bluegt65@gmail.com
 Phone Email

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

Contact: _____
 (other than Name Address
 applicant) _____
 Phone Email

Current Zoning: R-R **Proposed Zoning:** I-1

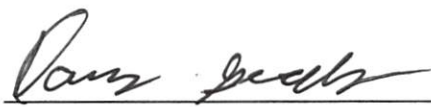
Location of Property: part of N 1/2 SE 1/4 of 14-23N-1W

Legal Description: See Attached Legal Description

Property Area, Square feet and/or Acres: 10.006 Acres

Use of Adjoining Properties:

North: Resident & AG East: AG South: Junkyard & AG West: AG



 Signature of Owner
Donald G. Gerdes

 Printed Name of Owner

OR

 Authorized Agent

 Printed Name of Authorized Agent

**ZONING CHANGE
JUSTIFICATION FORM**

1. What type of development does the Norfolk Comprehensive Plan recommend for this area?
The Comprehensive Plan does not include this property, but it shows Agricultural to the North.

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

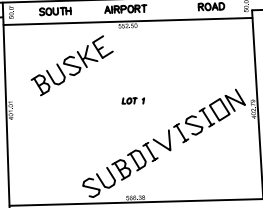
4. What is the justification for the zone change as it relates to the overall Land Use?
We are requesting this zoning change so the property owner can expand his business.

5. How would this zoning district conform with adjacent properties' zoning?
The property is surrounded by residents and agricultural.

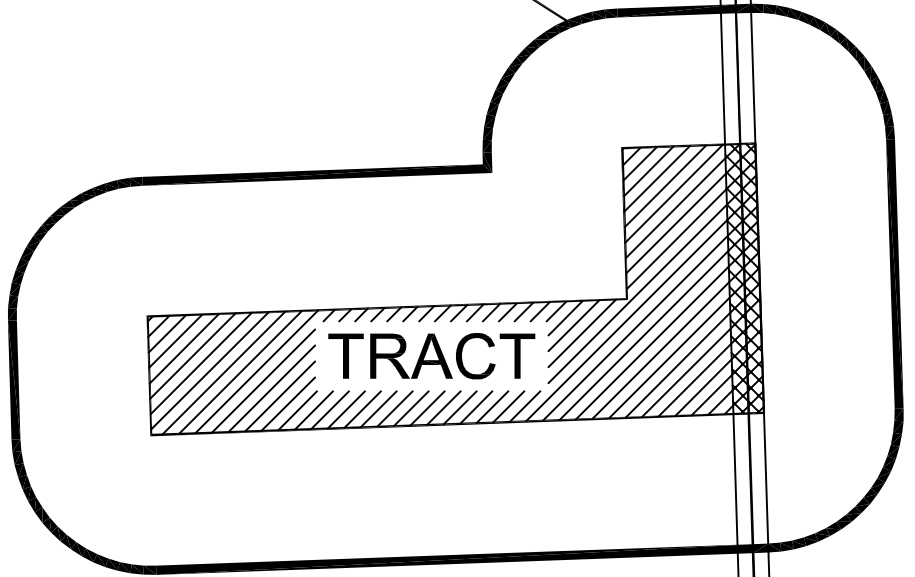
6. What is the general character of the area?
There are residents to the North, to the South is a junkyard and to the East & West is agricultural.

7. Is adequate sewer and water available? How do you propose to provide adequate public utilities?
The property has existing well and septic.

S. AIRPORT RD.



300'
BOUNDARY



NOT TO SCALE
S:\DEPT\ENG\DEAN\FIREPLOT\14NE23102-05-24.DWG

SEC.
14

VICTORY RD.

March 5, 2024

Honorable Mayor
and
City Council

Dear Mayor and Council:

The Norfolk Planning Commission held a public hearing on March 5, 2024, at the request of Donald Gerdes, to consider a zoning change from R-R (Rural Residential District) to I-1 (Light Industrial District) on property addressed as 83773 557th Ave.

The Planning Commission recommends approval of the request with a 5-0 vote. Chair Waite abstained from the vote.

Sincerely,



Dirk Waite, Chairman
Norfolk Planning Commission

ORDINANCE NO. 5871

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-R (Rural Residential District) zoning on the following described real estate:

A tract of land lying wholly in the North ½ of the Southeast ¼ of the Northeast ¼ of Section 14, Township 23 North, Range 1 West of the 6th P.M., Madison County, Nebraska, more particularly described as follows: Commencing at the East 1/16th corner of the Northeast ¼ of said Section 14; thence South, on section line, on an assumed bearing of S 01°46'09" E a distance of 60.00 feet to the point of beginning; thence continuing S 01°46'09" E, on section line, a distance of 597.49 feet to the Southeast corner of the North ½ of the Southeast ¼ of the Northeast ¼ of Section 14; thence S 87°55'36" W, on the South line of said North ½ of the Southeast ¼ of the Northeast ¼ of Section 14, a distance of 1324.86 feet to the Southwest corner of said North ½ of the Southeast ¼ of the Northeast ¼ of Section 14; thence N 01°48'12" W, on the West line of said North ½ of the Southeast ¼ of the Northeast ¼ of Section 14, a distance of 263.03 feet; thence N 87°55'36" E, parallel to said South line of the North ½ of the Southeast ¼ of the Northeast ¼ of Section 14, a distance of 1063.88 feet; thence N 01°46'09" W, parallel to section line, a distance of 334.63 feet; thence N 87°57'48" E, parallel to the North line of said North ½ of the Southeast ¼ of the Northeast ¼ of Section 14, a distance of 261.13 feet to the point of beginning and containing 10.006 acres more or less Madison County, Nebraska

is hereby changed to I-1 (Light Industrial 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

March 5, 2024

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

West WTP 2 MG Treated Water Storage Tank
B&V Project 414864
B&V File 14.4100

Attention: Dennis Watts, Utility Project Manager

Subject: West WTP 2 MG Treated Water Storage Tank Bid Award Recommendation

As requested, we have prepared the following summary of bids received at 11:00 am CT on Thursday, February 29, 2024, for the City's West WTP 2 MG Treated Water Storage Tank project. Two bids were received for the project base bid (pre-stressed concrete tank) in the amounts of \$3,696,000 from DN Tanks and \$4,165,000 from Preload. No bids were received for the welded steel tank bid alternate. A copy of the Bid Tabulation Summary is included with this letter.

The engineer's opinion of probable construction cost (OPCC) for the base bid was \$4,200,000 and \$3,500,000 for the welded steel tank alternate. The low bid submitted by DN Tanks is approximately 12% lower than the engineer's OPCC for the base bid.

DN Tanks is considered a reputable and capable design and construction company with experience in successfully delivering work similar in scope to this project. Therefore, we believe DN Tanks is capable of successfully completing this project and Black & Veatch recommends the Contract be awarded to DN Tanks.

Very truly yours,

Black & Veatch Corporation



Shawn D. LaBonde, P.E.
Project Director

two
Enclosure(s)

cc: Chad Roberts, City of Norfolk, NE
Steve Rames, City of Norfolk, NE
Kelli Svitak, City of Norfolk, NE
Tim Engemoen, Black & Veatch
Spencer Hooker, Black & Veatch

**2 MG Treated Water Storage Tank
 Bid Tabulation Summary
 February 29, 2024 @ 11:00 a.m.**

	Total Bid	Bid Bond	Addendum(s)
DN Tanks JoAnn Caster or Chris Saxton 410 E Trinity Boulevard Grand Prairie, TX 75050 PHONE #972-823-3301 JoAnn.Caster@dntanks.com	3,696,000 4,165,000	X	
Preload Matt Cribbs Phone #502-658-0854 mcribbs@preload.com kmiller@preload.com	4,165,000	X	



202 N. 7th Street
Norfolk, NE 68701
24 hrs. 402-644-8700
Office 402-844-2150
www.norfolkne.gov

Don Miller
Chief of Police

dmiller@norfolkne.gov

March 7, 2024

Resident
1234 Sunrise Drive
Norfolk, NE 68701

I am writing you to make you aware of a traffic concern in your neighborhood that we are working to address. As the Legacy Bend area has developed, local traffic on Sunrise Drive from Victory Road west into the development has increased significantly. The increased traffic on the only current entrance to the area has been creating concerns relating to parking, snow removal, and emergency vehicle response into the Legacy Bend development.

With vehicles parking on both sides of Sunrise Drive, the traffic flow, emergency vehicle response and snow removal are increasingly difficult. City staff have received several requests to restrict parking on Sunrise Drive to only one side of the street. This proposal has been reviewed and discussed by city staff and by a subcommittee of the Norfolk City Council.

Our recommendation will be to restrict parking on the North side of Sunrise Drive from Victory Road west to the curve and on the east side of Sunrise Drive as the roadway goes north. This side of the roadway was selected to facilitate visibility going around the curve and to help reduce snow accumulation on the roadway in the winter.

I have discussed this with the Legacy Bend management, and they are in support of the parking restriction.

If you have any questions or comments you would like to share, please contact me to share your thoughts. My contact information is listed above. Our intent is to have this item on the city council agenda in the very near future.

Thank you for your time.

Respectfully,

Chief Don Miller

Service ~ Honor ~ Commitment

ORDINANCE NO. 5872

AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA TO AMEND SECTION 24-164 OF THE OFFICIAL CITY CODE TO RESTRICT PARKING ON THE NORTH/NORTHEAST SIDE OF SUNSET DRIVE WEST OF VICTORY ROAD; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. That Section 24-164 of the Official City Code be and the same is hereby amended to read as follows:

Sec. 24-164. Parking restriction for specific streets--Total prohibition.

(a) It shall be an offense for any person to park a motor vehicle in any of the following locations, except that restrictions set forth in this subsection shall not be applied to a lawfully-created handicapped parking stall:

<i>Street</i>	<i>SIDES (Both if not indicated)</i>	<i>LOCATION (Entire street unless otherwise indicated) From</i>	<i>To</i>
Access road on southwest corner of intersection of 13th Street & Omaha Avenue			
Benjamin Avenue		East city limits	West city limits
Bluff Avenue		Entrance to Veterans Memorial Park	1st St.

Braasch Avenue	Both (except in cut-out parking stalls constructed along the street where parking shall be allowed unless otherwise restricted)	1 st St.	5 th St.
Braasch Avenue	South	5th St.	7th St.
Center Drive			
Cottonwood Street	East	Norfolk Ave.	Prospect Ave.
Country Club Road			
East Knolls Street	East	The beginning of the curve on the southeast corner where East Knolls St. and East Sycamore Ave. meet	North to where East Knolls St. becomes East Sycamore Ave.
Eldorado Road		Within the turn around area or circular area of the cul-de-sac at the north end of Eldorado Road	
Eldorado Road		100 ft. south of the entrance to the cul-de-sac at the north end of Eldorado Road	
Elm Avenue	South	4th St.	3rd St.
Elm Avenue	South	Queen City Blvd.	Roland St.
Elm Avenue	North	Roland St.	13th St.
Ferguson Dr.	West & South	Bluff Ave.	North and west around the curve 360 ft. to where Ferguson Dr. meets and transitions into Pasewalk Ave.
Galeta Avenue	North		
Georgia Avenue	North	1st St.	2nd St.
Georgia Avenue	South	59 ft. east of the east curb line of N. 2nd St.	89 ft. east of the east curb line of N. 2nd St.

Georgia Avenue	South	2nd St.	3rd St.
Georgia Avenue	North	Centerline of 8 th St.	170 ft. east of centerline of 7th St.
Glenn Street	West	Glenwood Blvd.	Michigan Ave.
Glenwood Boulevard	West	Pasewalk Ave.	Glenn St.
Impala Drive (east leg)	West	Galeta Ave.	Impala Dr. (east-west leg)
Impala Drive (west leg)	East	Galeta Ave.	Impala Dr. (east-west leg)
Impala Drive (east-west leg)	North	Impala Dr. (east leg)	Impala Dr. (west leg)
Jefferson Avenue	South	1st St.	4th St.
Klug Avenue		1st St.	200 ft. east of 1st St.
Koenigstein Avenue	North	13th St.	18th St.
Koenigstein Avenue	South	West line of 16th St.	80 ft. west of such line
Koenigstein Avenue	South	7th St.	8th St.
Krenzien Drive			
Madison Avenue	North	180 ft. east of east property line of 13th St.	East property line of 13th St.
Madison Avenue	North	7th Street	110 ft. west of west property line of 7th St.
Madison Avenue	North	3rd Street	100 ft. west of west property line of 3rd St.
Madison Avenue	South	1st Street	173 ft. east of east property line of 2nd St.
Maple Avenue	North	18th St.	19th St.
Market Lane			
McKinley Avenue	South	East city limits	West end of McKinley Avenue
Michigan Avenue		6th St.	18th St.
Miller Avenue	North	145 ft. west of west curb line of 2 nd Street	165 ft. west of west curb line of 2 nd Street
Monroe Avenue		East city limits	West city limits

Norfolk Avenue		8th St.	West city limits
Norfolk Avenue		East city limits	1st St.
Omaha Avenue		East city limits	315 ft. east of the east curb line of the north/south portion of West Omaha Ave. (access road to Vulcraft Division of Nucor Corporation)
Omaha Avenue	South	315 ft. east of the east curb line of the north/south portion of West Omaha Ave. (access road to Vulcraft Division of Nucor Corporation)	East curb line of the north/south portion of West Omaha Ave. (access road to Vulcraft Division of Nucor Corporation)
Omaha Avenue		East curb line of the north/south portion of West Omaha Ave. (access road to Vulcraft Division of Nucor Corporation)	West city limits
Park Avenue	South	265 ft. west of the west curb line of 18 th St.	350 ft. west of the west curb line of 18 th St.
Pasewalk Avenue		1 st St.	25th St.
Pasewalk Avenue	North	Logan St.	1 st St.
Phillip Avenue	North	17th St.	18th St.
Phillip Avenue	North	11th St.	61 ft. west of 11th St.
Pine Street		Benjamin Ave.	415 ft. south of the south property line of Benjamin Ave.
Pine Street/ Industrial Road		Omaha Ave.	South end of street
Prospect Avenue	South	1st St.	Cottonwood St.
Prospect Avenue		3rd St.	4th St.
Prospect Avenue	North	4th St.	13th St.
Prospect Avenue	South	13th St.	27th St.
Queen City Blvd.		Georgia Ave.	100 ft. south of the south property line of Georgia Ave.

Riverside Blvd.		325 ft. north of north property line of Walnut Ave.	North city limits
Rolling Hills Drive	North	27th St.	150 ft. west of the west property line of 29th St.
<u>Sunrise Drive</u>	<u>North/Northeast</u>	<u>Victory Rd.</u>	<u>West on Sunset Drive continuing along the street curving to the northwest, to the end of the street</u>
Sycamore Avenue	South	40 feet east of the end of the curve on the southeast corner of where East Sycamore Ave. and East Knolls St. meet	West to where East Sycamore Ave. becomes East Knolls St.
Ta-Ha-Zouka Road		13th St.	15 th St.
Taylor Avenue	South	North curb line of Pasewalk Ave.	East curb line of 25th St.
Verges Avenue	South	4th St.	Queen City Blvd.
Vicki Lane		18th St.	20th St.
Victory Road		North city limits	South city limits
Walnut Avenue	North	260 ft. east of the east property line of 6th St.	392 ft. east of the east property line of 6th St.
Walnut Avenue	South	Riverside Blvd.	6th St.
1st Street		South city limits	North city limits
2nd Street	East	Madison Ave.	75 ft. north of the north property line of Madison Ave.
2nd Street	East	75 ft. north of the north curb line of Sycamore Ave.	105 ft. north of the north curb line of Sycamore Ave.
2nd Street	West	Sycamore Ave.	Georgia Ave.
3rd Street	East	Georgia Ave.	Elm Ave.
3rd Street	East	Madison Ave.	Omaha Ave.
4th Street	East	Madison Ave.	North line of alley between Madison Ave. and Phillip Ave.

4th Street	West	Madison Ave.	Omaha Ave.
4th Street		North right-of-way line of Braasch Ave.	325 ft. north of north property line of Walnut Ave.
5th Street	West	6 ft. north of north line of alley between Norfolk Ave. and Madison Ave.	North line of alley between Norfolk Ave. and Madison Ave.
5th Street	West	Walnut Ave.	Elm Ave.
5 th Street	West	191 feet south of the south curb line of Prospect Ave.	251 feet south of the south curb line of Prospect Ave.
5th Street	West	482 ft. north of the north property line of Pasewalk Ave.	405 ft. north of the north property line of Pasewalk Ave.
5th Street	West	135 ft. north of north property line of Pasewalk Ave.	Pasewalk Ave.
5th Street	East	Phillip Ave.	Omaha Ave.
5th Street	East	Braasch Ave.	Verges Ave.
6th Street	East	50 ft. north of the north property line of Pasewalk Ave.	Pasewalk Ave.
6 th Street	East	222 ft. north of the north curb line of Pasewalk Ave.	269 ft. north of the north curb line of Pasewalk Ave.
6th Street	West	South line of alley between Phillip & Park	Omaha Ave.
6th Street	East	30 ft. north of the north line of alley between Norfolk Ave. and Madison Ave.	North line of alley between Norfolk Ave. and Madison Ave.
6th Street	East	31 ft. north of north property line of Walnut Ave.	116 ft. north of the north property line of Walnut Ave.
6th Street		88 ft. north of the north property line of Spruce Ave.	194 ft. north of the north property line of Spruce Ave.
6th Street	East	348 ft. north of the north property line of Walnut Ave.	635 ft. north of the north property line of Walnut Ave.

7th Street		Omaha Ave.	Michigan Ave.
7 th Street	West	Michigan Ave.	Pasewalk Ave.
7 th Street		Pasewalk Ave.	Prospect Ave.
8th Street	East	Norfolk Ave.	Koenigstein Ave.
10th Street	West	South line of alley between Norfolk Ave. & Madison Ave.	90 ft. south of south line of alley between Norfolk Ave. & Madison Ave.
10th Street	West	70 feet north of the north curb of Madison Ave.	North curb of Madison Ave.
10th Street	East	Norfolk Ave.	Madison Ave.
11th Street	East	144 ft. north of the north curb line of Georgia Ave.	192 ft. north of the north curb line of Georgia Ave.
11th Street	West	Norfolk Ave.	Prospect Ave.
11th Street	East	Norfolk Ave.	Taylor Ave.
11th Street	West	Taylor Ave.	Pasewalk Ave.
11th Street	East	Pasewalk Ave.	Pennsylvania Ave.
11th Street	West	Michigan Ave.	64 ft. south of the south curb line of Michigan Ave.
11th Street		Pennsylvania Ave.	Omaha Ave.
13th Street		North city limits	South city limits
14th Street		105 ft. south of centerline of Nebraska Ave.	60 ft. north of centerline of Nebraska Ave.
14th Street		180 ft. south of centerline of Madison Ave.	84 ft. north of centerline of Madison Ave.
15th Street		Norfolk Ave.	Koenigstein Ave.
15 th Street		Ta-Ha-Zouka Rd.	575 ft. north of the north curb line of Monroe Ave.
16th Street	East	Norfolk Ave.	Koenigstein Ave.
16th Street	West	223 ft. north of Koenigstein Ave.	385 ft. north of Koenigstein Ave.
16 th Street		Monroe Ave.	1150 ft. north of the north curb line of Monroe Ave.
18th Street		Phillip Ave.	Center Dr.

19th Street	West	Madison Ave.	100 ft. north of north property line of Madison Ave.
20th Street	West	Madison Ave.	135 ft. north of north property line of Madison Ave.
20th Street		Vicki Ln.	Omaha Ave.
21st Street	West	Madison Ave.	100 ft. north of north property line of Madison Ave.
24th Street	East	Norfolk Ave.	Taylor Ave.
25th Street		North city limits	South city limits
27th Street		Norfolk Ave.	Westside Plaza Dr.
27th Street	East	Prospect Ave.	Rolling Hills Dr.

(b) The provisions of subsection (a) shall not apply to the following streets on Sundays between the hours of 6:00 a.m. and 1:00 p.m. or when funerals are being conducted at any church adjacent to the following streets:

<i>Street</i>	<i>SIDES (Both if not indicated)</i>	<i>LOCATION (Entire street unless otherwise indicated) From</i>	<i>To</i>
4 th Street	West	South line of alley between Madison Ave. and Phillip Ave.	Phillip Ave.
5 th Street	East	Phillip Ave.	100 ft. north of north property line of Pasewalk Ave.
5 th Street	East	Pasewalk Ave.	Bluff Ave.

(c) The provisions of subsection (a) shall not apply to the following street from Monday through Friday between the hours of 7:00 a.m. and 4:00 p.m. so long as the parked vehicle is (a) waiting temporarily for the purpose of loading or unloading passengers and (b) at all times occupied by the operator of the motor vehicle:

<i>Street</i>	<i>SIDES (Both if not indicated)</i>	<i>LOCATION (Entire street unless otherwise indicated) From</i>	<i>To</i>
5 th Street	East	440 ft. north of north property line of Pasewalk Ave.	100 ft. north of north property line of Pasewalk Ave.

Section 2. That the effective date of this Ordinance shall be from and after its passage, approval and publication in pamphlet form as required by law.

PASSED AND APPROVED this _____ day of _____, 2024.

ATTEST:

Brianna Duerst, City Clerk

Josh Moenning, Mayor

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

RESOLUTION NO. 2024 -14

WHEREAS, the City of Norfolk is desirous of having the Nebraska Department of Transportation (NDOT) perform a pedestrian signal study on Highway 81, north of Elm Street for the removal of the existing pedestrian signal, and

WHEREAS, the Nebraska Department of Transportation has authority over the State Highway System.

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 Mayor of the City of Norfolk hereby authorize the City of Norfolk Public Works Director to request the Nebraska Department of Transportation to perform a pedestrian signal study on Highway 81, north of Elm Street, and remove the pedestrian signal if the facts of the study support the removal.

PASSED AND APPROVED this ____ day of _____, 20__.

ATTEST

Brianna Duerst, City Clerk

Josh Moenning, Mayor

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

RESOLUTION NO. 2024-15

WHEREAS, the Chief of Police is given the authority, with the approval of the Mayor and City Council, for the placement of traffic control signs and for the regulation of traffic within the corporate limits of the City of Norfolk, Nebraska; and

WHEREAS, it has come to the attention of the Chief of Police that a Signal Study is requested by the City Engineer's office at the intersections of Norfolk Avenue and 4th Street and Norfolk Avenue and 5th Street, and

WHEREAS, certain traffic control signs need to be installed in certain locations during a signal study in order to best serve the motoring public while aiding the public in the safe use of the streets and highways within the City of Norfolk, Nebraska; and

WHEREAS, it would be in the best interest of public safety to place stop signs controlling traffic in all four directions at the intersection of 4th Street and Norfolk Avenue and the intersection of 5th Street and Norfolk Avenue during the signal study.

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 City Engineer's office be authorized to conduct a signal study at Norfolk Avenue and 4th Street and Norfolk Avenue and 5th Street for a period of Ninety (90) to One-Hundred and Twenty (120) days and report the findings of fact to the City council and that the Chief of Police be authorized to place traffic signs during the traffic study as follows:

Place "Stop" signs controlling traffic in all four directions at the following locations:

- a) Intersection of 4th Street and Norfolk Avenue, and
- b) Intersection of 5th Street and Norfolk Avenue.

PASSED AND APPROVED this _____ day of _____, 2024.

ATTEST:

Josh Moenning, Mayor

Brianna Duerst, City Clerk

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



Certified Testing Services, Inc.

419 W. 6th Street • P.O. Box 1193 • Sioux City, Iowa 51102 • Phone (712) 252-5132

February 14, 2024

Ms. Anna Allen, PE
City of Norfolk
309 N 5th Street
Norfolk NE 68701

Re: Construction Materials Testing
Johnson Park Improvement Project
Norfolk, Nebraska

Dear Ms. Anna Allen, PE:

In accordance with your request, Certified Testing Services, Inc. is pleased to submit the following proposal for providing testing services for the above referenced project. We propose to provide testing services in accordance with our attached Schedule of Services and Fees and General Conditions. Invoices will be submitted on a monthly basis and will be itemized using our unit fee schedule.

Based on the information provided we anticipate our fees not to exceed \$23,500.00. Our services are provided on an on-call basis and fees are greatly dependent on the sequencing of our services by the contractor.

- 37+ Years of Excellence in serving construction and industrial clients in Iowa, Nebraska, and South Dakota to the highest industry standard.
- Extensive Experience in Construction Materials, and soils conditions within tristate area of Iowa, Nebraska, and South Dakota
- US Army Corps of Engineers, IDOT and NDOT approved Laboratory.
- Certified Testing Services, Inc. in addition to general liability provides professional liability (errors and omissions) insurance for each of its projects.



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Thank you for this opportunity to submit this proposal. Looking forward to working with you on this project. Please let me know if you have any questions.

Sincerely,
CERTIFIED TESTING SERVICES, INC.

Kathleen A. Martin

Controller

[Certified Testing Services, Inc.](#)

[PO Box 1193 | 419 W. 6th Street | Sioux City, Iowa 51102](#)

Office: (712)252-5132 | Direct: (712)226-1557 | Mobile: (712)212-8756





Certified Testing Services, Inc.

419 W. 6th Street • P.O. Box 1193 • Sioux City, Iowa 51102 • Phone (712) 252-5132

AGREED TO THIS _____ **DAY OF** _____, 20_____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

FIRM: _____

SCHEDULE OF SERVICES AND FEES

Services	Unit	Unit Fees
Vehicle Fee	Per Mile	\$.085
Soils Technician	Per Hour	\$70.00
Standard Proctor	Each	\$150.00
Sieve Analysis	Each	\$95.00
Report Preparation	Per Hour	\$40.00
Concrete Technician	Per Hour	\$70.00
Rebar Technician	Per Hour	\$70.00
Steel Technician	Per Hour	\$100.00
Concrete Test Molds	Each	\$2.50
Compressive Strength of Cylinders	Each	\$17.00
Entry and Curing of Spare Cylinder	Each	\$10.00
Masonry Technician	Per Hour	\$70.00
Grout Sample Mold	Each	\$15.50
Compressive Strength of Prism	Each	\$37.00
Entry & Curing of Spare Prism	Each	\$10.00

GENERAL CONDITIONS

TESTING AND OBSERVATION SERVICES

SECTION 1: Scope of Work

CTS shall perform the services defined in the contract and shall invoice the client for those services at the fee schedule rates. Any cost estimates stated in this contract shall not be considered as a firm figure unless otherwise specifically stated in this contract. If unexpected site conditions are discovered, the scope of work may change, even as the work is in progress. CTS will provide these additional services at the contract fee schedule rate.

Rates for work beyond the scope of this contract and not covered by the contract fee schedule can be provided. CTS can perform additional work with verbal authorization, and will provide written confirmation of fees, if requested. All costs incurred because of delays in authorizing the additional work will be billed to the client.

Fee schedules are valid for one year following the date of the contract unless otherwise noted.

SECTION 2: Personnel Responsibility

The presence of CTS field representatives will be for the purpose of providing observation and field testing. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor for this project should be so advised. The contractor should also be informed that neither the presence of our field representative nor the observation and testing by our firm shall excuse him in any way for defects discovered in his work. It is understood that our firm will not be responsible for job or site safety of the project. Job and site safety will be the sole responsibility of the contractor unless contracted to others.

SECTION 3: Meaning of "Observation"

The term "observation" implies only that we would observe the progress of the work we have agreed to be involved with and perform tests, from which to develop an opinion as to whether the work essentially complies with the job requirements.

SECTION 4: Accuracy of Test Locations and Elevations

The accuracy and proximity of provided survey control will affect the accuracy of in situ test location and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates.

SECTION 5: Degree of Certainty of Compliance

With any manufactured product, there are statistical variations in its uniformity, and in the accuracy of tests used to measure its qualities. As compared with other manufactured products, field construction usually has wider fluctuations in both product and test results. Thus, even with very careful observation and testing, it cannot be said that all parts of the product comply with the job requirements. Our proposal is for Scope of Services requested by our client. The degree of certainty for compliance with project specifications is much greater with full-time observation than it is with intermittent observation.

SECTION 6: Unanticipated Hazardous Materials

It shall be the duty of the owner or his representative to advise CTS of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances including but not limited to products, materials, by-products, wastes or samples of the foregoing which CTS may be provided or obtain performing its services or which hazardous substances exist or may exist on or near any premises upon which work is to be performed by CTS's employees, agents or subcontractors.

If during the course of providing services CTS observes or suspects the existence of unanticipated hazardous materials, CTS may at its option terminate further work on the project and notify client of the condition. Services will be resumed only after a renegotiation of scope of services and fees. In the event that such renegotiation cannot occur to the satisfaction of CTS, CTS may at its option terminate this contract.

SECTION 7: Reports and Invoices

CTS will furnish three copies of the report to the client. Additional copies will be furnished at the rate specified in the fee schedule.

CTS will submit invoices to the client monthly and a final bill upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of one and one-half percent (1 1/2%) per month, but not exceeding the maximum rate allowed by law, on past due accounts.

SECTION 8: Ownership of Documents

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by CTS as instruments of service, shall remain the property of CTS, unless there are other contractual agreements.

SECTION 9: Confidentiality

CTS shall hold confidential all business or technical information obtained from the client or his affiliates or generated in the performance of services under this

agreement and identified in writing by the client as "confidential". CTS shall not disclose such information without the client's consent except to the extent required for 1) Performance of services under this agreement; 2) Compliance with professional standards of conduct for preservation of public safety, health, and welfare; 3) Compliance with any court order or other governmental directive and/or 4) Protection of CTS against claims or liabilities arising from performance of services under this agreement. CTS obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

SECTION 10: Standard of Care

Services performed by CTS under this Agreement will be conducted in the manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made.

The client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by CTS and that the data, interpretations and recommendations of CTS are based solely upon the data available to CTS. CTS will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

SECTION 11: Subpoenas

The client is responsible, after notification, for payment of time charges and expenses resulting from our required response to subpoenas issued by any party in conjunction with our work. Charges are based on fee schedules in effect at the time the subpoena is served.

SECTION 12: Limitation of Liability

The client agrees to limit CTS's liability to the owner and all construction contractors and subcontractors on the project arising from CTS's professional acts, errors, or omissions, such that the total aggregate liability of CTS to all those named shall not exceed \$50,000 or CTS's total fee for the services rendered on this project, whichever is greater. The owner further agrees to require of the contractor and his subcontractors an identical limitation of CTS's liability for damages suffered by the contractor or the subcontractor arising from CTS's professional acts, errors, or omissions. Neither the contractor nor any of his subcontractors assumes any liability for damages to others which may arise on account of CTS's professional acts, errors or omissions.

SECTION 13: Insurance and Indemnity

CTS represents that it and its staff are protected by worker's compensation insurance and that CTS has such coverage under public liability and property damage insurance policies with CTS deems to be adequate. It is the policy of CTS to require certificates of insurance from all consultants or subcontractors employed by CTS. Certificates for all such policies of insurance will be provided to client upon request in writing. Within the limits and conditions of such insurance, CTS agrees to indemnify and save client harmless from and against any loss, damage, injury or liability arising from any negligent acts of CTS or its employees. CTS shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. CTS shall not be responsible for any loss damage or liability arising from any acts by a client, its agents, staff or other consultants employed by others.

SECTION 14: Termination

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, CTS shall be paid for services performed to the termination notice date plus reasonable termination expenses. Expenses of termination or suspension shall include all direct costs of CTS required to complete analyses and records necessary to complete its files and may also include a report on the services performed to the date of notice of termination or suspension.

SECTION 15: Precedence

These Standards, Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding CTS's services.



Certified Testing Services, Inc.

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P.O. Box 1193
Sioux City, Iowa 51102