

Agenda Packet

NORFOLK CITY COUNCIL MEETING

Monday, May 6, 2024
5:30 p.m.

Created 5/2/2024 4:16 PM

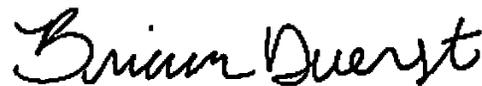
**NOTICE OF MEETING
CITY OF NORFOLK, NEBRASKA**

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, May 6, 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 (May 01, 2024)
1 P.O.P.



AGENDA
NORFOLK CITY COUNCIL MEETING
May 06, 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 April 15, 2024 City Council meeting. | Motion |
| 8. April sales tax report (February sales) | Motion |
| 9. Consideration of acceptance of the Parks and Recreation Board report from April 18, 2024. | Motion |
| 10. Consideration of approval of the minutes from the March 25, 2024 meeting of the Northeast Nebraska Regional Land Bank. | Motion |
| 11. Consideration of approval of the request of funding for the Northeast Nebraska Regional Land Bank. | Motion |

12. Consideration of approval of an agreement with Disc Gauntlet, LLC, a Nebraska Limited Liability Company, allowing the use of the disc golf course in Ta-Ha-Zouka Park to hold an "Elk Horn Open" disc golf tournament on Saturday, May 11, 2024. **Motion**
13. Consideration of approval of an agreement with Disc Gauntlet, LLC, a Nebraska Limited Liability Company, allowing the use of the disc golf course located in Skyview Park and Ta-Ha-Zouka Park for a "Boomfest" disc golf tournament on Saturday and Sunday, July 6-7, 2024. **Motion**
14. Consideration of approval of an agreement with Downtown Norfolk Association, Inc., a Nebraska Nonprofit Corporation, allowing them to utilize Riverpoint Square and closed portions of the adjacent alley, a portion of South 3rd Street, and a portion of Vehicle Parking District Lot F to host a farmers market in downtown Norfolk on Tuesdays from June 4, 2024 to September 24, 2024 and on Saturdays from May 18, 2024 to October 26, 2024. **Motion**
15. Consideration of approval of an agreement with the Young Men's Christian Association of Norfolk, Nebraska, a Nebraska Nonprofit Corporation, allowing the use of the swimming pool in AquaVenture Water Park for swim team practices and staff training purposes. **Motion**
16. Consideration of approval of a Service/Consultant Agreement with Northeast Nebraska Economic Development District for General Administration of the City of Norfolk's HOME funds. **Motion**
17. Consideration of Resolution No. 2024-20 to place stop signs at the following locations: **Resolution 2024-20**
 1. On the northwest corner of East Omaha Avenue and Prime Stop Way
 2. On the southwest corner of South Victory Road and Prime Stop Way
 3. Southeast corner of East Grove Avenue and Prime Stop Way
 4. Southwest corner of South Victory Road and River Run Road
 5. Southwest corner of South Victory Road and Canoe Street
 6. Southwest corner of South Victory Road and East Bluff Avenue
 7. Southwest corner of South Victory Road and East Grove Street
18. Consideration of approval to award a contract to Iowa Plains Signing, Inc. for amount of \$124,719.60 for Long Line Striping & Symbols. **Motion**
19. Consideration of approval of an Addition To Premise of an indoor area, approximately 101 x 21 and basement area approximately 101 X 18, for the Class C liquor license of Seven County Spirits, LLC, dba District Table & Tap, 216 West Norfolk Avenue, Suite 120, making the new description as, "One story building approximately 101 X 60, including basement approximately 101 x 18, with east outdoor area approximately 26 x 17 & west outdoor area approximately 8 x 23 ." **Motion**

- 20. Consideration of approval of a Special Designated Liquor License requested by Jim's Fine Wine and More, to serve wine and distilled spirits at Mid-City Superstore, 1900 Center Drive, on May 30, 2024, from 4:00 p.m. to 9:00 p.m. for a wine and cordial tasting event. **Motion**
- 21. Consideration of approval of changes to the City's Personnel Rules in Sections 5.40 and 6.10. **Motion**
- 22. Consideration of approval of the Mayor's appointment of Elizabeth Lienemann to the Tree Board for a term ending September 2026, and the appointment of Keriann Heller of the Tree Board for a term ending September 2025. **Motion**
- 23. Consideration of approval of all bills on file. **Motion**

SPECIAL PRESENTATIONS

- 24. Proclamation for May 12-18, 2024 as "National Skilled Nursing Care Week"
- 25. Proclamation to recognize May 15, 2024 as "Law Enforcement Memorial Day" in Norfolk and May 12-May 18, 2024 as "Police Week" in Norfolk.

REGULAR AGENDA

- 26. Consideration of Ordinance No. 5874 approving an amendment to Sections 6-18 and 6-162, of the Official City Code to allow an owner to restore a building or structure for which the cost of repairs equals or exceeds 50% of the market value of the structure if certain minimum code standards are met. Ordinance No. 5874 passed on first reading at the April 15, 2024 City Council meeting. **Ordinance No. 5874**
- 27. Consideration of Ordinance No. 5877 approving a zoning change from C-3 (Service Commercial District) to C-2 (Central Commercial District) on property addressed as 105 E. Norfolk Ave. Ordinance No. 5877 passed on first reading at the April 15, 2024 City Council meeting. **Ordinance No. 5877**
- 28. Consideration of approval of Change Order 3F with Elkhorn Paving Construction Co., Inc. for the Concrete Improvements FY 2022-2023 project resulting in a net decrease of \$1,834.34. **Motion**
- 29. Consideration of approval of Change Order No. 1F with A & R Construction Co. for the Norfolk Levee Trail Connection of Norfolk Avenue project resulting in a net decrease of \$1,184.47. **Motion**
- 30. Consideration of approval of Change Order No. 1F with Rutjens Construction, Inc., for the Water Extension District No. 129 (N. Highway 81) project resulting in a net decrease of \$11,350.00. **Motion**
- 31. Consideration of approval to award a contract to Elkhorn Paving Construction Co., Inc. for the Concrete Repair Project 2024 for an amount of \$1,934,459.20. **Motion**

32. Consideration of approval of Change Order No. 1F with Bauer Underground, Inc. for the Fiber Optic Project on Benjamin Avenue resulting in a net increase of \$605.75. **Motion**
33. Consideration of approval to award a contract to Rutjens Construction, Inc. of Tilden, Nebraska for Water Main Extension District No. 128 (Norfolk 140) project for an amount of \$262,702.00. **Motion**
34. Consideration of approval to award a contract to Rutjens Construction Inc. of Tilden, Nebraska for Sewer Extension District No. 255 (Norfolk 140) project for an amount of \$155,910.00. **Motion**
35. Consideration of approval to award a contract to Elkhorn Paving Construction Co., Inc. of Norfolk, Nebraska for Paving District No. 521 (Norfolk 140) project for an amount of \$2,307,893.02. **Motion**
36. Consideration of approval of the low bid submitted by Guarantee Roofing to complete the Police and Fire Roofing Project in the amount of \$424,189.00. **Motion**
37. Consideration of approval of a professional services consultant agreement with Embris Group, LLC for MS4 Update project for an amount not to exceed \$32,800.00. **Motion**
38. Consideration of approval of Ordinance No. 5881 amending Section 2-5 of the official City Code to update fees related to streets and sidewalks and update public works equipment fees. **Ordinance No. 5881**
39. Consideration of approval of Ordinance No. 5882 amending Section 22-38 of the City Code related to street, curb, or gutter excavation work done by the City, and Section 22-48 to address defective work done by a permittee. **Ordinance No. 5882**
40. Consideration of approval of Change Order No. 3 with BX Civil and Construction for the Benjamin Avenue, 13th Street to 1st Street project resulting in a net decrease of \$220,686.42. **Motion**

STAFF MEMORANDUM
NORFOLK CITY COUNCIL MEETING
May 06, 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.
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 April 15, 2024 City Council meeting. | Motion |
|---|---------------|

See Enclosure 7.

- | | |
|--|---------------|
| 8. April sales tax report (February sales) | Motion |
|--|---------------|

April sales tax receipts (February sales) are \$805,586.48. The City's sales tax receipts are down \$58,750.27 or 6.80% from last April. This is due to a batch of payments being processed late on the state's side according to the Nebraska Department of Revenue. We should have received approximately \$81,000 more in motor vehicle tax for February sales which would then be about a 2.5% increase in sales tax receipts from last April. The approximate \$81,000 will be included in the sales tax to be received in May. Fiscal year to date sales tax receipts are \$562,146.47 or 8.32% more than budgeted. Included in the agenda packet is a sales tax comparison by month.

See Enclosure 8.

9. Consideration of acceptance of the Parks and Recreation Board report from April 18, 2024. **Motion**

The items approved for recommendation include the minutes and full agenda. The board reviewed concepts of the nature playground for Johnson Park. There are no future items needed from council as a result of this meeting.

See Enclosure 9.

10. Consideration of approval of the minutes from the March 25, 2024 meeting of the Northeast Nebraska Regional Land Bank. **Motion**

See Enclosure 10.

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

The Northeast Nebraska Regional Land Bank is formally requesting funds from the City of Norfolk in the amount of \$38,653.00. These funds are from the proceeds of the sale of 1001 Northdale Drive as referenced by Ordinance No. 5862 passed on December 18, 2023. The Board will use these funds to continue to create affordable housing options, enhance community value and establish additional tax revenue for the citizens of Norfolk.

See Enclosure 11.

12. Consideration of approval of an agreement with Disc Gauntlet, LLC, a Nebraska Limited Liability Company, allowing the use of the disc golf course in Ta-Ha-Zouka Park to hold an "Elk Horn Open" disc golf tournament on Saturday, May 11, 2024. **Motion**

See Enclosure 12.

13. Consideration of approval of an agreement with Disc Gauntlet, LLC, a Nebraska Limited Liability Company, allowing the use of the disc golf course located in Skyview Park and Ta-Ha-Zouka Park for a "Boomfest" disc golf tournament on Saturday and Sunday, July 6-7, 2024. **Motion**

See Enclosure 13.

14. Consideration of approval of an agreement with Downtown Norfolk Association, Inc., a Nebraska Nonprofit Corporation, allowing them to utilize Riverpoint Square and closed portions of the adjacent alley, a portion of South 3rd Street, and a portion of Vehicle Parking District Lot F to host a farmers market in downtown Norfolk on Tuesdays from June 4, 2024 to September 24, 2024 and on Saturdays from May 18, 2024 to October 26, 2024. **Motion**

See Enclosure 14.

15. Consideration of approval of an agreement with the Young Men's Christian Association of Norfolk, Nebraska, a Nebraska Nonprofit Corporation, allowing the use of the swimming pool in AquaVenture Water Park for swim team practices and staff training purposes. **Motion**

See Enclosure 15.

16. Consideration of approval of a Service/Consultant Agreement with Northeast Nebraska Economic Development District for General Administration of the City of Norfolk's HOME funds. **Motion**

This replaces the agreement approved by City Council on May 1, 2017. The only changes to this agreement include a rate increase as detailed in Exhibit 1 and removal of sections that are no longer requirements of the Nebraska Department of Economic Development.

See Enclosure 16.

17. Consideration of Resolution No. 2024-20 to place stop signs at the following locations: **Resolution 2024-20**
1. On the northwest corner of East Omaha Avenue and Prime Stop Way
 2. On the southwest corner of South Victory Road and Prime Stop Way
 3. Southeast corner of East Grove Avenue and Prime Stop Way
 4. Southwest corner of South Victory Road and River Run Road
 5. Southwest corner of South Victory Road and Canoe Street
 6. Southwest corner of South Victory Road and East Bluff Avenue
 7. Southwest corner of South Victory Road and East Grove Street

With the Prime Stop development well underway, a new road (Prime Stop Way) was added and another road (South Victory Road) was reconfigured. With these roadway changes, stop signs are needed to safely control traffic in the area.

Item #1 had a stop sign, but it was for South Victory Road and East Omaha Avenue. Now the intersecting road is Prime Stop Way.

Items #2 and #3 are new due to the construction.

Items #4 to #6 and to clarify South Victory Road as a through street due to the design and configuration of the roadway.

These suggestions were discussed and agreed upon between police staff and engineering staff.

See Enclosure 17.

18. Consideration of approval to award a contract to Iowa Plains Signing, Inc. for amount of \$124,719.60 for Long Line Striping & Symbols. **Motion**

On April 5, 2024, two bids were received the bids received include Iowa Plains Signing Inc. in the amount of \$124,719.60 and Highway Signing Inc. in the amount of \$133,118.25. We anticipated the bid would be between the amounts of \$100,000.00 - \$125,000.00. The striping will consist of the following streets:

- 1) Benjamin Ave. – 1st to Hwy 35 and from 13th St. 37th St.
- 2) Riverside/4th St. – Braasch Ave. to 13th St.
- 3) 1st Street – Sherwood Rd. to Flood control N. of Benjamin
- 4) 25th Street – HWY 275 to Eisenhower Ave.
- 5) Pasewalk Ave. – 1st St. to 25th St.
- 6) Norfolk Ave. – 31st St. to 9th St.
- 7) 7th Street – Omaha Ave. to Benjamin Ave.
- 8) Madison Ave. – 1st St. to 13th St.
- 9) 37th Street – Omaha Ave. to 200' N. of Golf View Dr.
- 10) Eisenhower Ave. from 13th St. to 25th St.
- 11) Victory Rd. – From Roundabout to Eisenhower Ave.

The striping will take place between June and September dependent on weather and scheduling.

See Enclosure 18.

19. Consideration of approval of an Addition To Premise of an indoor area, approximately 101 x 21 and basement area approximately 101 X 18, for the Class C liquor license of Seven County Spirits, LLC, dba District Table & Tap, 216 West Norfolk Avenue, Suite 120, making the new description as, "One story building approximately 101 X 60, including basement approximately 101 x 18, with east outdoor area approximately 26 x 17 & west outdoor area approximately 8 x 23 ." **Motion**

See Enclosure 19.

20. Consideration of approval of a Special Designated Liquor License requested by Jim's Fine Wine and More, to serve wine and distilled spirits at Mid-City Superstore, 1900 Center Drive, on May 30, 2024, from 4:00 p.m. to 9:00 p.m. for a wine and cordial tasting event. **Motion**

See Enclosure 20.

21. Consideration of approval of changes to the City's Personnel Rules in Sections 5.40 and 6.10. **Motion**

The Civil Service Commission (CSC) met March 13, 2024 at the request of the police and fire chief for a discussion about updating the current residency requirements. The recommended changes reflect what comparable cities are doing with their public safety staff. After hearing the discussion, the CSC approved the requested changes:

Chapter 5 "Appointment" – Section 5.40 "Residence"

-Fire Division Bureau Personnel - (Change from 20 to 45 mile radius) of the city limits and be able to return to work within (Change from 45 to 60 minutes), unless otherwise directed.

-Police Division Personnel - (Change from 20 to 30 mile radius) of the city limits and be able to return to work within 45 minutes, unless otherwise directed.

Chapter 6 "Six-Month Evaluation Period" – Section 6.10 "Requirement"

-Every person who is initially appointed to or who receives a promotion in the City service under a regular appointment or under a temporary appointment for other than seasonal or intermittent work shall be required to successfully complete a six-month evaluation period as a condition of continued employment in the position. A former employee who is reinstated to a position in the same class shall only be required to complete any remaining portion of the applicable previous six-month evaluation period. On a case-by-case basis, the City Administrator may require the completion of a six-month evaluation period following other kinds of personnel actions.

Add the following statement:

-"Exception: The probationary period for newly sworn law enforcement officers shall be either 9 months or upon successful completion of field training, whichever occurs first and at the discretion of Police Chief. This exception is not applicable to the promotional process."

See Enclosure 21.

22. Consideration of approval of the Mayor's appointment of Elizabeth Lienemann to the Tree Board for a term ending September 2026, and the appointment of Keriann Heller of the Tree Board for a term ending September 2025. **Motion**

See Enclosure 22.

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

SPECIAL PRESENTATIONS

24. Proclamation for May 12-18, 2024 as "National Skilled Nursing Care Week"

See Enclosure 24.

25. Proclamation to recognize May 15, 2024 as "Law Enforcement Memorial Day" in Norfolk and May 12-May 18, 2024 as "Police Week" in Norfolk.

National Peace Officer's Memorial Day is May 15th as established in 1962 by President Kennedy. The week of Peace Officer's Memorial Day is known as National Police Week as established by a joint resolution of Congress.

This proclamation is to recognize the efforts of local police officers.

See Enclosure 25.

REGULAR AGENDA

26. Consideration of Ordinance No. 5874 approving an amendment to Sections 6-18 and 6-162, of the Official City Code to allow an owner to restore a building or structure for which the cost of repairs equals or exceeds 50% of the market value of the structure if certain minimum code standards are met. Ordinance No. 5874 passed on first reading at the April 15, 2024 City Council meeting. **Ordinance No. 5874**

See Enclosure 26.

27. Consideration of Ordinance No. 5877 approving a zoning change from C-3 (Service Commercial District) to C-2 (Central Commercial District) on property addressed as 105 E. Norfolk Ave. Ordinance No. 5877 passed on first reading at the April 15, 2024 City Council meeting. **Ordinance No. 5877**

See Enclosure 27.

28. Consideration of approval of Change Order 3F with Elkhorn Paving Construction Co., Inc. for the Concrete Improvements FY 2022-2023 project resulting in a net decrease of \$1,834.34. **Motion**

On February 6, 2023 the Mayor and City Council approved a \$630,859.90 contract with Elkhorn Paving Construction Co., Inc. for Concrete Improvements FY 2022-2023 project. On May 1, 2023 Mayor and Council approved Change Order No. 1 for concrete panel repairs on 1st Street between Nebraska Avenue and Benjamin Avenue for a new contract amount of \$1,229,478.90. On August 7, 2023 Mayor and Council approved Change Order No 2 providing for replacement of the box culvert lid (which is also the driving surface) at 1st Street and Elm Avenue resulting in a new contract amount of \$1,259,273.90. Change Order No. 3F provides for balancing to final quantities resulting in a final contract amount of \$1,257,439.56. Staff presented a change order request to the Infrastructure Subcommittee on July 20th prior to commencing with reconstruction of the box top. Staff recommend approval of Change Order No. 3F with Elkhorn Paving Construction Co., Inc. for a decrease of \$1,834.34.

See Enclosure 28.

29. Consideration of approval of Change Order No. 1F with A & R Construction Co. for the Norfolk Levee Trail Connection of Norfolk Avenue project resulting in a net decrease of \$1,184.47. **Motion**

On September 18, 2023 the Mayor and City Council awarded a \$134,760.27 contract with A & R Construction Co. for the Norfolk Levee Trail Connection of Norfolk Avenue project. Change Order No. 1F provides for balancing to actual quantities for a final contract amount of \$133,575.80. Staff recommend approval.

See Enclosure 29.

30. Consideration of approval of Change Order No. 1F with Rutjens Construction, Inc., for the Water Extension District No. 129 (N. Highway 81) project resulting in a net decrease of \$11,350.00. **Motion**

On March 4, 2024 the Mayor and City Council approved a \$320,035.00 contract with Rutjens Construction, Inc., for the Water Extension District No. 129 (N. Highway 81) project. Change Order No. 1F provides for balancing to final quantities resulting in a final contract amount of \$308,685.00. Staff recommend approval of Change Order No. 1F with Rutjens Construction, Inc. for a decrease of \$11,350.00.

See Enclosure 30.

31. Consideration of approval to award a contract to Elkhorn Paving Construction Co., Inc. for the Concrete Repair Project 2024 for an amount of \$1,934,459.20. **Motion**

On April 19, 2024 one bid was received. The submitted bid was within the engineer's estimate. This project includes the concrete repair of the following areas of town: 18th Street from Pasewalk Avenue to Michigan Avenue, Braasch Avenue and 5th Street (7th Street to Prospect Avenue), East Benjamin Avenue from 1st Street to Railroad, Benjamin Avenue from 12th Street to 13th Street, Riverside Boulevard south of Benjamin Avenue, Taylor Avenue from Pasewalk Avenue to Market Lane, Sidewalk on Madison Avenue from 1st Street to 3rd Street (south side), Center Drive, and Center Drive East. City staff recommend approval a contract with Elkhorn Paving Construction Co., Inc. for the Concrete Repair Project 2024 project for an amount of \$1,934,459.20.

See Enclosure 31.

32. Consideration of approval of Change Order No. 1F with Bauer Underground, Inc. for the Fiber Optic Project on Benjamin Avenue resulting in a net increase of \$605.75. **Motion**

On September 7, 2021 the Mayor and City Council approved a \$36,766.00 contract to Bauer Underground for the installation of underground fiber optic cable, splicing and termination as part of the Benjamin Avenue utility relocation from 1st Street to 13th Street. Change Order No. 1F balances bid quantities to actual resulting in a new contract amount of \$37,371.75. Staff recommend approval of Change Order No. 1F with Bauer Underground, Inc. for a net increase of \$605.75.

See Enclosure 32.

33. Consideration of approval to award a contract to Rutjens Construction, Inc. of Tilden, Nebraska for Water Main Extension District No. 128 (Norfolk 140) project for an amount of \$262,702.00. **Motion**

On April 30, 2024 two bids were received. The other bidder was Penro Construction Co., Inc. of Pender, Nebraska for \$334,114.00. The low bidder was within the engineer's estimate. The Engineer, Schemmer, and City staff recommend approval of a contract with Rutjens Construction, Inc. for the Water Main Extension District No. 128 project in an amount of \$262,702.00.

See Enclosure 33.

34. Consideration of approval to award a contract to Rutjens Construction Inc. of Tilden, Nebraska for Sewer Extension District No. 255 (Norfolk 140) project for an amount of \$155,910.00. **Motion**

On April 30, 2024 two bids were received. The other bidder was Penro Construction Co., Inc. of Pender, Nebraska for \$315,141.20. The low bidder was within the engineer's estimate. The Engineer, Schemmer, and City staff recommend approval of a contract with Rutjens Construction Inc. for the Sewer Extension District No. 255 project in an amount of \$155,910.00.

See Enclosure 34.

35. Consideration of approval to award a contract to Elkhorn Paving Construction Co., Inc. of Norfolk, Nebraska for Paving District No. 521 (Norfolk 140) project for an amount of \$2,307,893.02. **Motion**

On April 30, 2024 three bids were received. The other bids included A & R Construction Co. of Plainview, Nebraska for \$2,349,420.58 and Steve Harris Construction Inc. of Homer, Nebraska for \$2,362,792.11. The low bidder was within the engineer's estimate. The Engineer, Schemmer, and City staff recommend approval of a contract with Elkhorn Paving Construction Co., Inc. for the Paving District No. 521 project in an amount of \$2,307,893.02.

See Enclosure 35.

36. Consideration of approval of the low bid submitted by Guarantee Roofing to complete the Police and Fire Roofing Project in the amount of \$424,189.00. **Motion**

The 2023-2024 Capital Improvement Plan includes budgeted amounts for both Police and Fire to replace facility roofs. The Fire Division has \$425,000 in the budget but that amount will also include a roof replacement at Fire Station 2 at 2920 W. Benjamin Avenue this summer. The Police Division has \$215,000 budgeted. The Police Station and Fire Station 1 both have membrane type roofs, so these two projects were bid together following permission to advertise from City Council. A bid opening was held at 309 N. 5th Street on April 17th at 2 pm with 3 bidders present. Guarantee Roofing, Murray Roofing, and Western Roofing all had representatives in attendance. The bid summary results are attached. Guarantee Roofing was the low bid of \$424,189.00. This was broken down to the Police Division Roof at 202 N. 7th (\$174,250.00) and the Fire Division Roof at 701 Koenigstein Avenue (\$249,939.00). In addition to this total roof replacement dollar amount, both buildings will have fees for plumbing, electrical, control joint sealing, and communications equipment relocation work to be done. The amounts for plumbing came in at \$23,000 to \$25,000 to do both buildings. This work is predominantly for drain replacement. The control joints and electrical work, along with communication equipment work will be fluent throughout the project but costs should be minimal. Staff are recommending accepting the bid of \$424,189.00 from Guarantee Roofing in Norfolk, NE.

See Enclosure 36.

37. Consideration of approval of a professional services consultant agreement with Embris Group, LLC for MS4 Update project for an amount not to exceed \$32,800.00. **Motion**

This agreement includes updating the City of Norfolk's required MS4 documents: Stormwater Management Plan, Illicit Discharge Detection and Elimination Program, Construction Stormwater Management Program, Enforcement Response Plan, and Operations Water Quality Guide. The scope of services tasks include: project management and coordination, meetings, deliverables, MS4 update, and website recommendations. Staff recommend approval of a contract with Embris Group, LLC for the MS4 Update for \$32,800.00.

See Enclosure 37.

38. Consideration of approval of Ordinance No. 5881 amending Section 2-5 of the official City Code to update fees related to streets and sidewalks and update public works equipment fees. **Ordinance No. 5881**

The Street Department is updating language and removing language that will now be covered under City Code 2-5. On pg. 35 we have added three pieces of equipment that were missed on January 3, 2024.

See Enclosure 38.

39. Consideration of approval of Ordinance No. 5882 amending Section 22-38 of the City Code related to street, curb, or gutter excavation work done by the City, and Section 22-48 to address defective work done by a permittee. **Ordinance No. 5882**

See Enclosure 39.

40. Consideration of approval of Change Order No. 3 with BX Civil and Construction for the Benjamin Avenue, 13th Street to 1st Street project resulting in a net decrease of \$220,686.42. **Motion**

On March 7, 2022, the Mayor and City Council awarded a \$13,175,170.00 contract with BX Civil and Construction for the Benjamin Avenue, 13th Street to 1st Street project. On November 7, 2022 Mayor and City Council approved Change Order No. 1 providing for reductions to bid items 35, 42, and 78 which were modified by bid alternate #1; increases in bid items 122 and 123 based on the final signal footing design (bid item 121); increases bid item 142 for a street light pole missing from quantities; and add pay item 155 to relocate a curb stop, resulting in a new contract amount of \$13,162,612.49. On August 7, 2023 Mayor and City Council approved Change Order No. 2 providing for the

Staff Memorandum
City Council Meeting
May 06, 2024

- 11 -

addition of items 156 thru 161; the elimination of items 34, 77, 152, Alternate 26, and Alternate 27; and a decrease in item #151, resulting in a new contract amount of \$13,145,674.49. Change Order No. 3 provides for decreases in items # 3, 4, 6, 25, 29, 47, 98, 100 - 104, 115, 117, 118, 133, and Alt6 and increases in items # 31, 116, and 162-167. Staff recommend approval of Change Order No. 3 with BX Civil and Construction.

See Enclosure 40.

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 15th day of April, 2024, beginning at 5:30 p.m.

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

Staff members present were: City Administrator Andy Colvin, City Attorney Danielle Myers-Noelle, City Clerk Brianna Duerst, Finance Officer Randy Gates, Administrative Secretary Bethene Hoff, Public Works Director Steve Rames, Operations Manager Lyle Lutt, City Planner Val Grimes, Water and Sewer Director Chad Roberts, Economic Development Director Candice Alder, Parks and Recreation Director Nathan Powell, Assistant Parks and Recreation Director PJ Evans, Streets Manager Will Elwell, Street Shop Superintendent Matt Ernest, Communications Manager Nick Stevenson, Human Resources Director Jessica Dvorak, Fire Chief Tim Wragge and Police Officer Ben McBride.

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 Arens moved, seconded by Councilmember McCarthy to approve the consent agenda with Item #15, *consideration of approval of a Limited English Proficiency Plan for the City of Norfolk as it relates to the needs of individuals with limited English language skill*, removed from the consent agenda and added to the regular agenda.

Councilmember Hildebrand declared a conflict of interest and abstained from the vote.

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

City Clerk Brianna Duerst said city staff received a request from the applicant to remove from the agenda, Item #32, *consideration of Resolution No 2024-18 approving a Preliminary Planned Development on property addressed as 105 E Norfolk Ave.*

Councilmember McCarthy moved, seconded by Councilmember Granquist to adopt the full agenda with Item #32 removed from the agenda. Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Clausen and Hildebrand. Nays: None. Absent: Snorton.

Consent Agenda Items Approved

Minutes of the April 1, 2024, City Council meeting

Keno comparison report for March 2024

Norfolk Post 16 of The American Legion at Norfolk, Nebraska, a Chartered Unit of the Nebraska American Legion and its National Organization, agreement allowing the installation of approximately 52 flags on City's light poles along the US Highway 81 corridor from the date of signing the agreement to within ten days following Veterans Day (November 11, 2024)

Norfolk Lions Club, Inc., a Nebraska Nonprofit Corporation, agreement allowing the use of Skyview Park facility for a fishing derby on Saturday, June 8, 2024

Downtown Norfolk Association, Inc., a Nebraska Nonprofit Corporation, agreement allowing the use of Riverpoint Square for a Cinco de Mayo celebration which may include, but is not limited to, live music performances, beer garden, and food vendors on Friday, May 3, 2024, with a rain date of Sunday, May 5, 2024

Ratify an agreement with Rachael Hoefler, doing business as Norfolk Buddy Baseball, allowing the use of City's ball fields for baseball practice, games, camps, and tournaments from April 5, 2024 through December 31, 2024

Ratify an agreement with Ryan Anderson, doing business as Norfolk Football Club, to use the City's multi-purpose fields and green space in parks and the soccer field in Veterans Memorial Park, for youth soccer practice, games, training, and tournaments for their 2024 soccer season

Special Designated Liquor License requested by Midtown Events, LLC , to serve beer, wine and distilled spirits at WarHorse Center, 4300 W Norfolk Avenue, on December 7, 2024, from 1:00 p.m. to 2:00 a.m. for a company holiday party

Award a bid to Olsen Mowing & Snow Removal for \$87,483.00 for highway and street right of way mowing

Purchase a replacement S64 Bobcat Skid Steer Loader in the amount of \$50,622.93 from Bobcat of Norfolk from Nebraska State Contract #15336 for use by the Street Division

Safe Slide Restoration change order for the AquaVenture Waterpark Project to repaint and refurbish the water slides resulting in a net increase of \$3,476

Mayor's appointment of Georgette Sweeney to the Tree Advisory Board for term expiring September 2026

Bills in the amount of \$1,763,434.49

Special Presentations

The Mayor proclaimed April 26, 2024, as Arbor Day

The Mayor proclaimed May 1, 2024, as VFW Loyalty Day

Brittney Koenig, NPPD, gave a Retail Update Presentation.

Public Hearings and Related Items

Public Hearing

(Amend City Code Sections 6-18 and 6-162, restoration above 50%)

A public hearing was held to consider amending Sections 6-18 and 6-162, of the Official City Code to allow an owner to restore a building or structure for which the cost of repairs equals or exceeds 50% of the market value of the structure if certain minimum code standards are met. City Planner Valerie Grimes provided information to the Mayor and City Council. It was requested a few years ago to put language in code to assist with the cleanup of structures that needed to be removed. Now with the lack of housing, in particular, it has been requested that there be additional language included where there is an option for those who would like to rehab a structure when the work exceeds 50% of the value of the structure if they bring the structure up to code and within the timeframe indicated in the code language amendment. This proposed allowance does not apply to any non-conforming structure that is 50% or more nor to the FEMA/floodplain 50% substantial damage limit of those in the floodplain. Grimes answered councilmember questions related to timeframe and potential transfer of ownership.

Russ Wilcox, 1627 Blackberry, spoke in favor of the amendment and increased flexibility for rehabilitation of existing dwellings.

On April 2, the Norfolk Planning Commission held a public hearing regarding the code amendment. 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 code amendment and the Mayor declared the hearing closed.

Ordinance No. 5874

(Amend City Code Sections 6-18 and 6-162, restoration above 50%)

Councilmember Arens introduced, seconded by Councilmember Clausen, Ordinance No. 5874 entitled: AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA TO AMEND SECTIONS 6-18 AND 6-162 OF THE OFFICIAL CITY CODE TO ALLOW AN OWNER TO RESTORE A BUILDING OR STRUCTURE FOR WHICH THE COST OF REPAIRS EQUALS OR EXCEEDS 50% OF THE MARKET VALUE OF THE STRUCTURE IF CERTAIN MINIMUM CODE STANDARDS ARE MET and moved that the ordinance be passed on first reading. Said ordinance was then read into the record by title by the City Clerk.

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren and Clausen. Nays: Hildebrand. Absent: Snorton. Ordinance No. 5874 passed on first reading.

Public Hearing

(Amend Code Section 23-1, Condominiums)

A public hearing was held to consider amending Section 23-1, of the Official City Code to include definitions related to Condominiums; to enact Chapter 23, Article II, Division 3 of the Official City Code to address Condominium Plats. City Planner Valerie Grimes provided information to the Mayor and City Council. Currently, city code does not address condominiums. This code amendment adds definitions relating to condos and also a section regarding requirements for a condominium plat. This is similar to what we already have in code for regular prelim and final plats, but for condos and is an easier way for those putting together a condo plat than going through the many sections of state statute. This contemplates that commission and council would only approve the condo plat. The condo declaration would be submitted with the plat because both need to be filed to make a condominium regime, but declaration will not be approved by the city.

On April 2, 2024, the Norfolk Planning Commission held a public hearing regarding the code amendment. 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 code amendment and the Mayor declared the hearing closed.

Ordinance No. 5875

(Amend Code Section 23-1, Condominiums)

Councilmember Arens introduced, seconded by Councilmember Hildebrand, Ordinance No. 5875 entitled: AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA TO AMEND SECTION 23-1 OF THE OFFICIAL CITY CODE TO INCLUDE DEFINITIONS RELATED TO CONDOMINIUMS; TO ENACT CHAPTER 23, ARTICLE II, DIVISION 3 OF THE OFFICIAL CITY CODE TO ADDRESS CONDOMINIUM PLATS; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT and moved that the ordinance be passed on first reading. Said ordinance was then read into the record by title by the City Clerk.

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Clausen and Hildebrand. Nays: None. Absent: Snorton. Ordinance No. 5875 passed on first reading.

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

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

Thereafter Councilmember Hildebrand moved, seconded by Councilmember Murren, 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. 5875 be passed and adopted?"

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Clausen and Hildebrand. Nays: None. Absent: Snorton. 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. 5875 as required by law.

Public Hearing

(Liberty Centre Services, Inc., zone change, 205 S Chestnut St)

A public hearing was held to consider a zone change from R-2 (One- and Two-Family Residential District) to R-3 (Multiple-Family Residential District) on property addressed as 205 S. Chestnut St. at the request of Liberty Centre Services, Inc. City Planner Valerie Grimes provided information to the Mayor and City Council. The applicant is looking to put an apartment building on the property and will require R-3 zoning to do so.

On April 2, 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. 5876

(Liberty Centre Services, Inc., zone change, 205 S Chestnut St)

Councilmember McCarthy introduced, seconded by Councilmember Webb, Ordinance No. 5876 entitled: AN ORDINANCE OF THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA; AMENDING THE ZONING DISTRICT MAP OF THE CITY OF NORFOLK, NEBRASKA, and moved that the ordinance be passed on first reading. Said ordinance was then read into the record by title by the City Clerk.

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Clausen and Hildebrand. Nays: None. Absent: Snorton. Ordinance No. 5876 passed on first reading.

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

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

Thereafter Councilmember Granquist moved, seconded by Councilmember Arens, that the statutory rules requiring reading on three different days be suspended and for final passage of the ordinance. The Mayor then stated the question "Shall Ordinance No. 5876 be passed and adopted?"

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Clausen and Hildebrand. Nays: None. Absent: Snorton. 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. 5876 as required by law.

Public Hearing

(Greater Norfolk Economic Development Foundation, zone change, 105 E Norfolk Ave)

A public hearing was held to consider a zone change from C-3 to C-2 on property addressed as 105 E Norfolk Avenue at the request of Greater Norfolk Economic Development Foundation.

Prior to the opening the public hearing, Mayor Moenning noted a conflict of interest, and said he would be abstaining from participation on the public hearing and accompanying ordinance and asked Council President Shane Clausen to preside over these items. Clausen then opened the public hearing.

Steve Sunderman, 435 1/2 W Norfolk Avenue, representing the applicant, spoke to the request and said while the most recent project that was contemplated on the property has been put on hold, the C-2 zoning district would match the rest of downtown and make the property more marketable for future development.

Jim Bradford, 206 Harris Drive, discussed the Greater Norfolk Economic Development Foundation, which is a group of volunteers with the goal of facilitating growth, and noted that members have zero financial gain in any transactions that have taken place. Bradford spoke of past projects the foundation has been involved in.

Kim Davis, 310 Oak Street, said citizens should be able to ask questions regarding projects.

Al Rajae, 1706 Eldorado Road, spoke in favor of the request, and said we need to allow the foundation to maximize growth of the property as it will help the city.

Steve McNally, 103 S 5th Street, spoke in favor of the request, and hopes the developer will reconsider.

Gene Walker, 1303 Sheridan Drive, spoke in favor of the request, and spoke of the growth and development that has occurred downtown.

Jim McKenzie, 1412 Longhorn Drive, spoke of the potential shortage of parking and said if the property is rezoned to C-2, there is no ability for the city to require any parking on the property.

Tim Tighe, 2115 J Paul Drive, spoke in favor of the request and said the long-term goal for the property is to connect the downtown to the riverfront and the change in zoning is appropriate.

Heidi McNally, 103 S 5th Street, spoke in favor of the request and spoke of continued economic development as it brings people to and keeps people in the community.

Brad Brooks, 2204 Highland Drive, spoke in favor of the request and said development of the property would be a positive thing for the community.

David Jansma said he takes offense to being called toxic and hostile.

Nicolette Geiger, 1806 Carmel Drive, asked questions about the impact of reduced parking on the rest of downtown and if there was issue with leaving the property zoned C-3.

Russ Wilcox, 1627 Blackberry Drive, spoke in favor of the request and stressed that the project planned for the property needs to happen for the community and encouraged citizen input. Wilcox said the change to C-2 gives them more flexibility to market and develop, and that whoever develops the property will know what they need for adequate parking to make the project work.

City Planner Val Grimes discussed the main differences between the C-2 and C-3 zoning districts. C-2 is primarily downtown where there are small lots and no land to put parking, which is why there are no parking requirements. C-2 also allows for mixed use with both commercial and residential uses. C-3 is our heavy commercial district and does have parking requirements based on the use. C-3 does not allow any residential use.

Jan Haberman, 204 E Phillip, discussed concerns with allowing no parking requirements and discussed traffic concerns at the 1st Street and Norfolk Avenue intersection.

Terry Rasmussen, 1206 N 27th Street, spoke in favor of the request and said development of this property will make the community more valuable.

On April 2, 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 Council President declared the hearing closed.

Ordinance No. 5877

(Greater Norfolk Economic Development Foundation, zone change, 105 E Norfolk Ave)

Councilmember McCarthy introduced, seconded by Councilmember Murren, Ordinance No. 5877 entitled: AN ORDINANCE OF THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA; AMENDING THE ZONING DISTRICT MAP OF THE CITY OF NORFOLK, NEBRASKA, and moved that the ordinance be passed on first reading.

Steve Sunderman addressed the need for C-2 zoning. Sunderman said the vision for the property is for it to be an extension of downtown, and the only way to truly do that is to match the density of downtown, and C-2 zoning is needed to accomplish that.

Ordinance No. 5877 was then read into the record by title by the City Clerk.

Roll call: Ayes: Granquist, Arens, McCarthy, Murren, Clausen and Hildebrand. Nays: Webb. Absent: Snorton. Ordinance No. 5877 passed on first reading.

Regular Agenda ItemsLimited English Proficiency Plan

Councilmember Hildebrand moved, seconded by Councilmember Murren, consideration of approval of a Limited English Proficiency Plan (LEP) for the City of Norfolk as it related to the needs of individuals with limited English language skills. Human Resources Director Jessica Dvorak provided information to elected officials. The purpose of the LEP Plan is to outline the City of Norfolk's efforts to comply with Title VI, which prohibits discrimination based on race, color, national origin, and includes limitation on English proficiency. LEP individuals must be able to access city services regardless of any language barriers. This plan outlines how the city will identify LEP individuals through data analysis, provides language assistance, and requires us to train staff on what Title VI is, LEP services, and handling LEP interactions. The last time the city's plan was updated was 2015 so we are looking to have it be monitored more frequently.

Leonor Fuhrer, 1223 Blue Stem Circle, spoke of the impact this has on the community and said she would be supportive of a more comprehensive plan as opposed to just meeting the minimum requirements and requested the item be tabled until a more comprehensive plan can be developed.

Councilmember Granquist moved, seconded by Councilmember Arens, to postpone consideration of the Limited English Proficiency Plan until the June 17, 2024 City Council meeting.

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

United Contractors, Inc. Change Order No. 6
(1st Street Bridge and Instream Improvements)

Councilmember Arens moved, seconded by Councilmember Hildebrand, approval of Change Order No. 6 with United Contractors, Inc. for the 1st Street Bridge and Instream Improvements project resulting in a net decrease of \$75,904.01.

Public Works Director Steven Rames provided information to elected officials. Change Order No. 6 provides for the addition of a temporary barrier rail, additional signage, added junction box, box culvert removal, additional downstream river signage, and removal of grouted stone resulting in a net decrease of \$75,904.01.

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

Ordinance No. 5878
(Amend City Code Section 2-151, eliminate public safety director position)

Councilmember Arens introduced, seconded by Councilmember Murren, Ordinance No. 5878 entitled: AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA TO AMEND SECTION 2-151 OF THE OFFICIAL CITY CODE TO ELIMINATE LANGUAGE CREATING THE POSITION OF PUBLIC SAFETY DIRECTOR; and moved that the ordinance be passed on first reading.

City Attorney Danielle Myers-Noelle provided information to elected officials. City Code Section 2-151 creates the position of public safety director which includes direct control and supervision of the police chief, fire chief, and risk manager. Since the City no longer has a public safety director, this Ordinance removes references thereto.

Ordinance No. 5878 was then read into the record by title by the City Clerk.

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Clausen and Hildebrand. Nays: None. Absent: Snorton. Ordinance No. 5878 passed on first reading.

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

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

Thereafter Councilmember Hildebrand moved, seconded by Councilmember McCarthy, that the statutory rules requiring reading on three different days be suspended and for final passage of the ordinance. The Mayor then stated the question "Shall Ordinance No. 5878 be passed and adopted?"

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Clausen and Hildebrand. Nays: None. Absent: Snorton. 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. 5878 as required by law.

Ordinance No. 5879

(Amend City Code Ch. 2, Article V, risk/operations manager)

Councilmember Hildebrand introduced, seconded by Councilmember Arens, Ordinance No. 5879 entitled: AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA TO AMEND CHAPTER 2, ARTICLE V, OF THE OFFICIAL CITY CODE AND TO AMEND SECTION 18-53 OF THE OFFICIAL CITY CODE TO REMOVE REFERENCES TO "RISK MANAGER" CONTAINED THEREIN AND REPLACE THEM WITH "OPERATIONS MANAGER"; and moved that the ordinance be passed on first reading.

City Attorney Danielle Myers-Noelle provided information to elected officials. The City currently has a position entitled "operations manager" as opposed to the former "risk manager". This Ordinance changes references in the Code to the current title as a housekeeping measure.

Ordinance No. 5879 was then read into the record by title by the City Clerk.

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Clausen and Hildebrand. Nays: None. Absent: Snorton. Ordinance No. 5879 passed on first reading.

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

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

Thereafter Councilmember Arens moved, seconded by Councilmember Murren, 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. 5879 be passed and adopted?"

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Clausen and Hildebrand. Nays: None. Absent: Snorton. 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. 5879 as required by law.

Ordinance No. 5880
(Amend City Code Section 2-5, ambulance mileage fees)

Councilmember Hildebrand introduced, seconded by Councilmember Arens, Ordinance No. 5880 entitled: AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA TO AMEND SECTION 2-5 OF THE OFFICIAL CITY CODE TO UPDATE AMBULANCE MILEAGE FEES; and moved that the ordinance be passed on first reading.

Fire Chief Tim Wragge provided information to elected officials. Historically, the city has only charged mileage for ambulance transports outside of city limits. The topic arose during conversations with the company that will be doing the city's ambulance billing. Wragge reached out to other Nebraska communities and discovered we were in the minority of not charging mileage for inside city limit transports and noted this will help offset the cost of outsourcing the ambulance billing.

Ordinance No. 5880 was then read into the record by title by the City Clerk.

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Clausen and Hildebrand. Nays: None. Absent: Snorton. Ordinance No. 5880 passed on first reading.

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

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Clausen and Hildebrand. Nays: None. Absent: Snorton. 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 McCarthy moved, seconded by Councilmember Arens, that the statutory rules requiring reading on three different days be suspended and for final passage of the ordinance. The Mayor then stated the question "Shall Ordinance No. 5880 be passed and adopted?"

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Clausen and Hildebrand. Nays: None. Absent: Snorton. 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. 5880 as required by law.

Resolution No. 2024-19
(place stop signs at Sunrise Drive and Rief Street)

Councilmember Hildebrand moved, seconded by Councilmember Granquist, for adoption of Resolution No. 2024-19 approving placement of stop signs controlling traffic in all four directions at the intersection of Sunrise Drive and Reif Street.

Public Works Director Steven Rames provided information to elected officials. Residents in the Legacy Bend development have expressed multiple traffic concerns, one specifically relating to speeding on Sunrise Drive. Various options to address their concerns were discussed among residents, the developer and some elected officials at a neighborhood meeting.

One suggestion was stop signs on Sunrise Drive to address the speeding concern. Both intersections of Sunrise Drive and Reif Street as well as Sunrise Drive and David Street were suggested. While Sunrise Drive and Reif Street is an ideal location, Sunrise Drive and David Street has some potential challenges. Staff had contact with property owners in the area, and most were agreeable to starting with stop signs at the intersection of Sunrise Drive and Rief Street only at this point.

Rames also noted the developer is looking to move forward with an assessment district for connection to McIntosh Road.

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Clausen and Hildebrand. Nays: None. Absent: Snorton. Resolution No. 2024-19 was adopted.

Administrative Reports

Finance Officer Randy Gates presented the Annual Comprehensive Financial Report for the fiscal year ended September 30, 2023 along with the related auditor's letter.

There being no further business, the Mayor declared the meeting adjourned at 7:57 p.m.

Josh Moenning
Mayor

ATTEST:

Brianna Duerst
City Clerk

(S E A L)

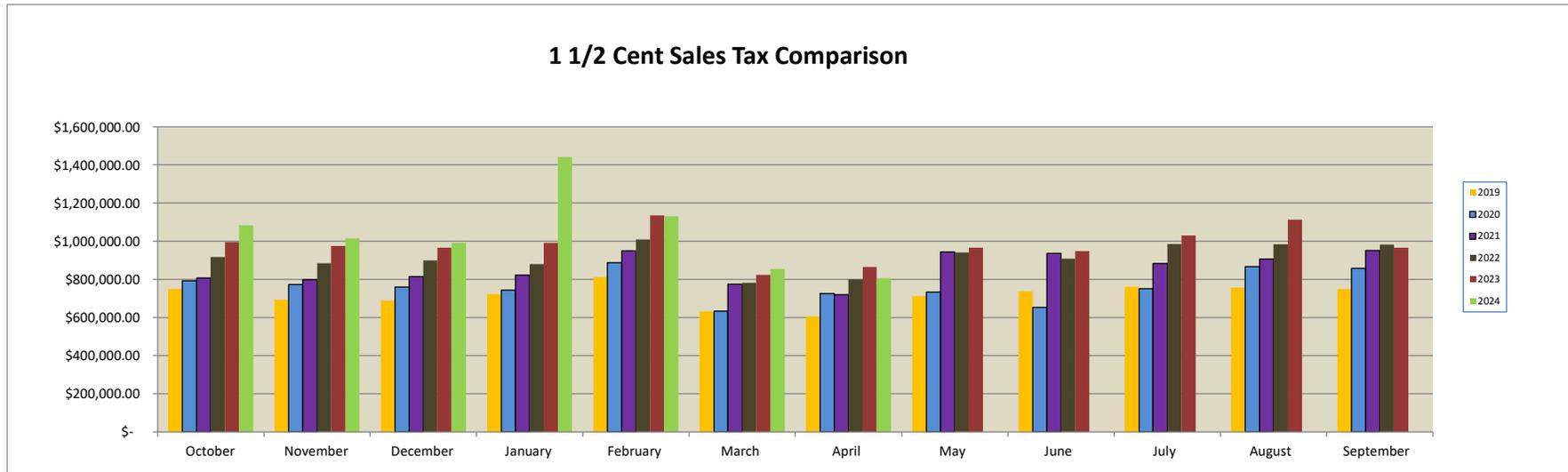
I, the undersigned Clerk, hereby certify that the foregoing is the full, true and correct original document of proceedings of Monday, April 15, 2024, had and done by the Mayor and City Council; that all of the subjects included in the proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to the meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Brianna Duerst
City Clerk

(S E A L)

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

PAYMENT DATE	FISCAL YEARS ENDED SEPTEMBER 30,						2024 BUDGET	CHANGE 2023 TO 2024		BUDGET VARIANCE	
	2019	2020	2021	2022	2023	2024					
October	\$ 749,907.08	\$ 791,667.22	\$ 807,699.88	\$ 916,869.52	\$ 995,864.82	\$ 1,083,160.19	\$ 996,910.16	\$ 87,295.37	8.77%	\$ 86,250.03	8.65%
November	\$ 693,592.86	\$ 773,622.59	\$ 798,022.46	\$ 884,430.97	\$ 974,723.28	\$ 1,013,893.31	\$ 975,768.62	\$ 39,170.03	4.02%	\$ 38,124.69	3.91%
December	\$ 688,673.25	\$ 760,004.07	\$ 815,440.55	\$ 899,492.96	\$ 965,286.05	\$ 990,850.41	\$ 966,331.39	\$ 25,564.36	2.65%	\$ 24,519.02	2.54%
January	\$ 722,650.88	\$ 743,508.54	\$ 821,520.19	\$ 881,000.94	\$ 991,455.26	\$ 1,441,386.11	\$ 992,500.60	\$ 449,930.85	45.38%	\$ 448,885.51	45.23%
February	\$ 812,345.69	\$ 887,425.53	\$ 950,153.16	\$ 1,009,091.07	\$ 1,135,957.92	\$ 1,130,809.70	\$ 1,137,003.26	\$ (5,148.22)	-0.45%	\$ (6,193.56)	-0.54%
March	\$ 632,492.20	\$ 633,342.26	\$ 774,090.95	\$ 781,268.81	\$ 823,190.27	\$ 854,592.00	\$ 824,235.61	\$ 31,401.73	3.81%	\$ 30,356.39	3.68%
April	\$ 606,371.26	\$ 725,373.93	\$ 719,690.10	\$ 800,199.17	\$ 864,336.75	\$ 805,586.48	\$ 865,382.09	\$ (58,750.27)	-6.80%	\$ (59,795.61)	-6.91%
May	\$ 712,360.98	\$ 733,041.40	\$ 943,475.10	\$ 941,437.19	\$ 965,402.83	\$ -	\$ 965,402.83	\$ -	0.00%	\$ -	0.00%
June	\$ 738,010.16	\$ 653,114.23	\$ 935,611.73	\$ 907,696.57	\$ 948,479.55	\$ -	\$ 908,741.91	\$ -	0.00%	\$ -	0.00%
July	\$ 761,157.69	\$ 750,322.72	\$ 883,844.67	\$ 985,039.55	\$ 1,029,422.05	\$ -	\$ 986,084.89	\$ -	0.00%	\$ -	0.00%
August	\$ 756,686.77	\$ 866,997.21	\$ 907,083.35	\$ 984,190.94	\$ 1,112,393.81	\$ -	\$ 985,236.28	\$ -	0.00%	\$ -	0.00%
September	\$ 748,664.90	\$ 857,175.30	\$ 951,421.42	\$ 981,225.96	\$ 965,491.99	\$ -	\$ 982,271.30	\$ -	0.00%	\$ -	0.00%
TOTALS	\$8,622,913.72	\$9,175,595.00	\$ 10,308,053.56	\$ 10,971,943.65	\$ 11,772,004.58	\$ 7,320,278.20	\$ 11,585,868.94	\$ 569,463.85	8.44%	\$ 562,146.47	8.32%



Agenda Packet

NORFOLK PARKS BOARD MEETING

Thursday, April 18, 2024
5:00 p.m.

Created 4/18/2024 10:30 AM

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

NOTICE IS HEREBY GIVEN that a meeting of the Norfolk Parks Board of the City of Norfolk, Nebraska, will be held at 5:00 p.m. on Thursday, April 18, 2024, in the Council Chambers, 309 N. 5th Street, which meeting will be open to the public.

An agenda for such meeting, kept continually current, is available at the City of Norfolk Administration Building, located at 309 N 5th Street, Norfolk, Nebraska during normal business hours.

AGENDA
NORFOLK PARKS BOARD MEETING
April 18, 2024

CALL TO ORDER

1. 5:00 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. Roll call.

CURRENT BUSINESS

- | | |
|---|---------------|
| 4. Approval of full agenda. | Motion |
| 5. Consideration of approval of the minutes of the February 22, 2024 Parks Board meeting. | Motion |

OTHER BUSINESS

- | | |
|--|-------------------|
| 6. Review and update on Johnson Park project. | Discussion |
| 7. Johnson Park nature playground concepts. | Discussion |
| 8. Parks and Recreation Supervisor Reports - March and April. | |
| 9. Open topics on any concerns the Board has towards current and future planning for the City Parks. | |
| 10. No action can be taken on matters discussed. | |



Parks and Rec Board Meeting Minutes

Thursday, February 22, 2024

5:00 p.m.

City Council Chambers

Melissa Temple called the meeting to order at 5:00 p.m.

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

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

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

Others present: Ken Iverson Project Committee Members Shane Graham and Latrise Hoffman from Nucor.

Truex moved, seconded by Wulf to amend the February 22, 2024 agenda and add an item for discussion: AccuDock color selection. Roll call: All ayes. Nays: None. Absent: Mills and Rasmussen.

Truex moved, seconded by Bailey to approve the January 18, 2024 minutes. Roll call: All ayes. Nays: None. Absent: Mills and Rasmussen.

Anna Allen asked the Parks Board for their support to apply for a grant that would help with the cost to extend the trail system and tie it in to existing trail. Bailey moved, seconded by Gerhart, to recommend a letter of support for a plan for a multi-modal trail from Skyview to the Cowboy Trailhead at Ta-Ha-Zouka Park. Roll call: All ayes. Nays: None. Absent: Mills and Rasmussen.

Powell presented information about the proposed signage for a historical trail. Truex moved, seconded by Tollefson, to recommend for consideration a historical trail from Winter Park to Johnson Park and signage concept. Roll call: All ayes. Nays: None. Absent: Mills and Rasmussen.

Parks Board discussed dock colors for the future dock being installed at Skyview Lake. Board agreed with staff that driftwood gray was a good color.

Powell presented the Master Plan Priorities and Strategies to the Board.

Stevenson presented the City's platforms to provide information to the public.

City Engineer, Steven Rames, arrived at 6:07 p.m.

Supervisor reports were given by LaMie, Evans and Powell.

With no further business, the meeting was adjourned at 6:26 p.m.

The next meeting will be on March 21, 2024 at 5:00 p.m. in the City Council Chambers at 309 N 5th Street, Norfolk, NE.

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



4/14/2024

Enclosure 9
Page 37 of 199



4/18/2024

Enclosure 7
Page 7 of 19



4/18/2024

SPILLWAY

Enclosure 7
Page 8 of 19



4/18/2024

PLAN VIEW

Enclosure 7
Page 9 of 19

5/6/2024

Enclosure 9
Page 40 of 199



4/18/2024

PLAN VIEW

Enclosure 7
Page 10 of 19



4/18/2024

PLAN VIEW

Enclosure 7
Page 11 of 19

**Athletic Supervisor Report
April 2024**

Major Incidents/Significant Events/Meetings

- Weekly supervisor meetings
- Athletic staff meeting

Project Outcomes

- Completed the installation of the Ta-Ha field 2 outfield poles.
- Finished installation of shades at Ta-Ha Dugouts and Memorial stands.
- Added new dugout shades to the youth baseball complex.
- ADA bathroom completed at Elkhorn shop.
- Added weight to soccer goals at North Pine complex.
- Graded at parking lots at Ta-Ha fields.
- Finalized all Memorial Football and Soccer quotes.
- Finalized Seasonal and Summer help.

Current Project

- Preparing the fields for practices and games during the spring season.
- Getting water turned on to the facilities.
- Looking and fixing sprinkler heads.
- Installation of Ta-Ha field signs.
- Spring walk-through for projects.
- Working to hire seasonal and summer help.
- Continue groundwork for irrigation Skate Park Pump track.
- Updating all the fields on the Active calendar for the upcoming season.
- Working to find bids on Liberty Bell pickleball lighting.
- Working to find bids on Ta-Ha shop installation.
- Ta-Ha padding for the backstop will be available to complete next week.
- Continuing to update the new meeting place for sports staff at Ta-Ha
- Moved sheds for baseball organizations to function better.

Upcoming Significant Events & Meetings

- Morning staff meeting every weekday.
- The start time will change to 6:30 am start Monday, April 15th.

Change in Park/Facility Status

Public Requests

Department Report April 2024

Major Incidents/Significant Events/Meetings

- City council meetings on 1st and 3rd Mondays
- Arts Council meeting
- Tree board meeting
- Johnson Park Coordination meetings
- Nature Playground Design Meetings
- Parks board member tours complete

Project Outcomes

- Bid awarded by council for Safe Slides to refurbish slides at AquaVenture
- Waiting for estimates for restroom and design work at Liberty Bell
- Master Plan process ready for council review
- Warren Cook Playground completed
- Quotes received for parks signs. Love signs has lowest quote.
- Pool heaters installed
- Electrical lines buried in Central Park
- \$144,000 IRA grant awarded for tree projects through 2027

Current Project

- Liberty Bell Design
 - Pickleball Courts
 - Restrooms
 - ADA sidewalk
 - Phase 2 playground
- Master Plan process continues
- Johnson Park projects
 - BP1 Fountain and Ice
 - BP2 Grading and Trails
 - BP3 Structures
 - BP4 Electrical
 - BP5 Landscaping and Irrigation
 - Nature Playground firm selected
- Johnson Park Concession Stand
- 1st and Braasch Roundabout Sculpture
- Parks Signage installations – Central Park and Westside Park signs ordered
- Skyview Fishing Dock purchase – Waiting on delivery date
- Ta Ha Team Lockers – Waiting on design
- Pump Track Irrigation and sod
- AV waterslide refurbishment
- Winter Park Memorial Garden
- Central Park Projects
 - Stage refurbishment
 - Irrigation
 - Fall protection under playground
 - Replace walkway bricks
 - Replace tennis court lights
 - Resurface tennis courts and replace fencing
- North Fork Whitewater Park Construction
 - May 2024 completion date
 - Grand opening date and ribbon cutting coming soon

Upcoming Significant Events & Meetings

- Arbor Day Events April 26th at Westside school

Change in Park/Facility Status

- Warren Cook playground open to the public

Public Requests

- Request to not remove old playground equipment at Westside Park

**Parks Report
April 2024**

Current projects

- Worked on Skyview shop improvements
- Tree pruning / grind stumps
- Worked with contractors to start finish work at warren cook
- Finished fence installation at Skyview shop area
- Worked on new lighting for Skyview shop area
- Worked on concrete border for Warren Cook Park
- Bid out central park sprinkler project
- Work with NPS on Arbor Day presentation
- Opened cabins and restrooms at TaHa, Skyview and Johnson Park
- Cleaned flower beds (cut grasses, cleaned old growth)
- Cleaned riverbank at Johnson Park
- Mulched flower beds
- Built memorial pad in prep for bench install (Skyview)
- Replaced site block wall at Skyview restroom
- Finished pm of parks equipment
- Worked with contractors on slide repainting project
- Continue working on central park improvements
- Continue working on bids for various projects

On going projects

- Install of new heaters at AquaVenture (Johnson's Plumbing)
- Warren Cook playground
- Replacement of pool grates at AquaVenture

Recreation Report April 2024

Major Incidents/Significant Events/Meetings

- City council meetings on 1st and 3rd Mondays
- Arts Council meeting
- Johnson Park Coordination meetings
- Nature Playground Design meetings
- Partnership meetings
- Budget meeting
- Recreation and Sports staff meetings

Project Outcomes

- Bid award for refurbishing slides at AquaVenture
- Spring/Summer brochure
- Hiring of staff
- Rec. baseball signups complete
- Pool heater replacement
- Ta-Ha ADA restroom
- Foul pole installation

Current Project

- Master Plan process
- Johnson Park
- 1st and Braasch Roundabout Sculpture
- Ta Ha Team Lockers
- Pump Track Irrigation and sod
- AV waterslide refurbishment
- AV training
- Recreation training
- Concession training
- Recreation partnerships
- North Fork Whitewater Park Construction
- AV preparation

Upcoming Significant Events & Meetings

- Arbor Day Events April 26th
- Group swim lesson signups
- Recreation camps
- Recreation partnerships

Change in Park/Facility Status

- Irrigation turned on
- Restrooms open
- Sports fields in use

Public Requests

-

**Athletic Supervisor Report
March 2024**

Major Incidents/Significant Events/Meetings

- Weekly supervisor meetings
- Athletic staff meeting

Project Outcomes

- Completed the installation of the Ta-Ha field 2 temporary fence.
- Finished installation of shades at Elm tennis courts.
- Added new dugout shades to the youth baseball complex.
- ADA bathroom added to Elkhorn shop.
- Added wheels to soccer goals at North Pine complex.
- Completed Ta-Ha field 2 backstop padding.

Current Project

- Preparing the fields for practices and games during the spring season.
- Adding a new water fountain to the Ta-Ha adult complex.
- Finalizing quotes for new turf at Memorial Field.
- Installation of Ta-Ha field signs.
- Line items for the 2025 budget.
- Working to hire seasonal and summer help.
- Started groundwork on irrigation for the Skate Park Pump track.
- Updating all the fields on the Active calendar for the upcoming season.
- Working to find bids on Liberty Bell pickleball lighting.
- Working to find bids on Ta-Ha shop heating and cooling.
- Ta-Ha padding for the backstop will be available to complete next week.
- Moving supervisor office to Ta-Ha Elkhorn shop.
- New locks and padlocks are being installed for athletic buildings.

Upcoming Significant Events & Meetings

Change in Park/Facility Status

Public Requests

**Department Report
March 2024**

Major Incidents/Significant Events/Meetings

- City council meetings on 1st and 3rd Mondays
- Arts Council meeting
- Tree board meeting
- Johnson Park Coordination meetings
- Nature Playground Design Meetings

Project Outcomes

- Bid award going to council April 1st for refurbishing slides at Aquaventure
- Paving the area around the Skyview Shop
- Team Lockers Agreement with Huff Construction Signed

Current Project

- Liberty Bell Design
 - Pickleball Courts
 - Restrooms
 - ADA sidewalk
 - Phase 2 playground
- Master Plan process continues
- Johnson Park projects
 - BP1 Fountain and Ice
 - BP2 Grading and Trails
 - BP3 Structures
 - BP4 Electrical
 - BP5 Landscaping and Irrigation
 - Nature Playground firm selected
- Johnson Park Concession Stand
- Warren Cook Playground
- 1st and Braasch Roundabout Sculpture
- Parks Signage installations – waiting on quotes
- Skyview Fishing Dock purchase
- Ta Ha Team Lockers
- Pool heater replacement
- Pump Track Irrigation and sod
- AV waterslide refurbishment
- Winter Park Memorial Garden
- Central Park Projects
 - Electrical – bury lines
 - Stage refurbishment
 - Irrigation
 - Fall protection under playground
 - Replace walkway bricks
- North Fork Whitewater Park Construction
 - May 2024 completion date

Upcoming Significant Events & Meetings

- Arbor Day Events April 26th

Change in Park/Facility Status

- Irrigation turned on at Memorial

Public Requests

-

**Parks Report
March 2024**

CURRENT PROJECTS

- Continued working on pm of equipment
- Worked on Skyview shop improvements
- Tree pruning on city maintained corridors / grind stumps
- Worked with contractors to start finish work at Warren Cook
- Started fence installation at Skyview shop area
- Pm chemical pumps from AquaVenture
- Worked on new lighting for Skyview shop area
- Worked on concrete border for Warren Cook park
- Maintenance of welcome signs at three city entrances
- Bid out central park sprinkler project
- Tree maintenance training for staff
- Pesticide training for staff
- Work with nps on arbor day presentation

ON GOING PROJECTS

- Install of new heaters at AquaVenture (Johnson's Plumbing)
- Warren Cook playground
- Replacement of pool grates at AquaVenture

Recreation Report March 2024

Major Incidents/Significant Events/Meetings

- City council meetings on 1st and 3rd Mondays
- Weekly Recreation/Athletics meetings
- Master Plan
- Johnson Park meetings
- Nature Playground Design Meetings
- Team Lockers with Huff Construction and schools

Project Outcomes

- Bid award for refurbishing slides at Aquaventure (going to council April 1st)
- Team Lockers Agreement with Huff Construction

Current Project

- NOH garden
- NOH garden Memorial stakes
- AquaVenture
- Pickleball courts at Liberty
- Pump Track Irrigation and sod
- Partnership
- Field reservations
- Wayfinding for athletic fields
- Concessions
- Spring/Summer brochure
- Advertisements
- Camps
- Nature Playground at Johnson's Park
- Spring/Summer programming
- North Fork Whitewater Park Construction
- Pool heater replacement
- Ta Ha Team Lockers
- Johnson Park Concession Stand
- Sculpture Walk
- Sculptures
- AV waterslide refurbishment
- Arbor Day Events
- Johnson's Park

Upcoming Significant Events & Meetings

Change in Park/Facility Status

Public Requests



Parks and Rec Board Meeting Minutes

Thursday, April 18, 2024

5:00 p.m.

City Council Chambers

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

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

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

City staff present: Parks & Recreation Director Nathan Powell, Sports Supervisor Ron LaMie, Parks Supervisor Ryan Beed, Administrative Assistant Jen Olson.

Temple moved, seconded by Truex to approve the February 22, 2024 minutes. Roll call: All ayes. Nays: None. Absent: Dover and Tollefson.

Powell updated the Board on the Johnson Park project and presented the Johnson Park nature playground concepts. Discussion followed.

Supervisor reports were given by LaMie, Beed and Powell.

With no further business, the meeting was adjourned at 5:56 p.m.

The next meeting will be on May 23, 2024 at 5:00 p.m. in the City Council Chambers at 309 N 5th Street, Norfolk, NE.

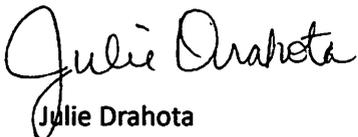
Minutes recorded and taken by Jen Olson, Parks and Rec Admin Assistant.

The Board of Directors of the Northeast Nebraska Regional Land Bank held a board meeting Monday, March 25, 2024, at 12:00 P.M. at the Norfolk Public Library, 308 W Prospect Avenue, Meeting Room C, 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 C, and accessible to members of the public.
2. Roll Call. The following board members were present: John Kouba, Ben Temple, Rob Merrill, Randy Wilcox, Rod Johnson, Soshia Bohn, Mayra Mendoza, Juan Sandoval (arrived 12:04 pm) Absent: Brian Lundy
Others present included: Val Grimes, City of Norfolk Director of Planning & Development; Lyle Lutt, City of Norfolk Operations Manager; Mark Craft, Village of Hadar; Gary Bretschneider, NNRLB Executive Director; Julie Drahota, NNRLB Secretary
3. A motion was made by Randy Wilcox, seconded by Ben Temple to approve the agenda as presented. AYES: Kouba, Temple, Merrill, Wilcox, Johnson, Bohn, Mendoza NAYS: None Absent: Lundy, Sandoval Motion carried.
4. Discussion was held on approval of the February 26, 2024 meeting minutes. A motion was made by Soshia Bohn, seconded by Ben Temple to approve the February 26, 2024 meeting minutes. AYES: Kouba, Temple, Merrill, Wilcox, Johnson, Bohn, Mendoza NAYS: None Absent: Lundy, Sandoval Motion carried.
5. Discussion was held on consideration of approval of the acquisition, maintenance, and disposition policy. Board member Juan Sandoval arrived at the meeting. Staff worked off of the policy from Omaha and modified. Lyle Lutt reviewed the policy with the board covering articles 3.04, 3.05, 3.07, 4, 6.02, and 6.03. Article 9 allows the board to amend policies and procedures in the future. We plan to contact contractors for incentives or encouragement of a tax write off and hopefully the word will spread. The lot at 1001 Northdale closes April 5th and will go to the Council April 15th for approval of the money to the land bank. You can fall back on state statute for guidance or questions in regards to what the NNRLB has authority to do. The board would like to break down sections in the policy moving forward and place back on the agenda next month covering articles 3 and 4 acquisition, donation and demolition. Approval is needed so we can proceed with the approval of the purchase agreement which is on the agenda next. A motion was made by Mayra Mendoza, seconded by Randy Wilcox to approve the acquisition, maintenance, and disposition policy. AYES: Kouba, Temple, Merrill, Wilcox, Johnson, Bohn, Mendoza, Sandoval NAYS: None Absent: Lundy Motion carried.
6. Discussion was held on consideration of approval of the Real Estate Purchase Agreement for the property at 110 S 9th St, Norfolk, Nebraska. We have been in contact with the family and were expecting signatures back by now. If we receive the purchase agreement soon we can go forth and get a contractor lined up for demolition. We will have a timeline on the property, value of the property and sale to report back to the City Council as the budget unfolds. There have been some life experiences for the family and that is why this hasn't moved forward. In the future, could we amend language so the board or a subcommittee could speed up the process for a donation. Make sure this is not in violation of the Act. A motion was made by Ben Temple, seconded by Juan Sandoval to approve the Real Estate Purchase Agreement for the property at 110 S 9th St, Norfolk, Nebraska. AYES: Kouba, Temple, Merrill, Wilcox, Johnson, Bohn, Mendoza, Sandoval NAYS: None Absent: Lundy Motion carried.

Mission: To turn vacant, abandoned and tax-delinquent properties into affordable, habitable properties that enhance community pride, create additional tax revenue, and support our most vulnerable neighborhoods and citizens.

7. Discussion was held on the Annual Tax Certificate Sale in Madison County that Gary Bretschneider attended. Twenty-five buyers were there picking from the properties listed in the Norfolk Daily News with some individuals and some as groups. You pay \$25 to get in but none were purchased for the land bank. Had a list broken down for Norfolk and Hadar. There are 8 lots remaining. Gary plans to go back to the County and talk to Donna about what is forgiven and discuss the private tax sale. Donna at Madison County is still learning this process.
8. Discussion was held on a company that will go through an older (80-100 yrs) home and salvage any usable items and the land bank may be able to make a little money. Do have to look at the liability insurance for the property. Concerned about the power pole and a tree falling onto the property at 110 S 9th Street, Norfolk, Nebraska.
9. The meeting was adjourned at 1:01 P.M. by the Chair.



Julie Drahota

Secretary

Northeast Nebraska Regional Land Bank

Mission: To turn vacant, abandoned and tax-delinquent properties into affordable, habitable properties that enhance community pride, create additional tax revenue, and support our most vulnerable neighborhoods and citizens.



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

To Mayor and Council,

Please accept this letter as a formal request from the Northeast Nebraska Regional Land bank for funding in the amount of \$38,653.00 from the proceeds of the sale of 1001 Northdale Drive as referenced by City of Norfolk Ordinance No. 5862 in the December 18, 2023, City of Norfolk City Council minutes. (see attached ordinance and minutes).

The Board will use these funds to continue to create affordable housing options, enhance community value and establish additional tax revenue for the citizens of Norfolk. Upon request, the Board will provide financial reports that will depict the revenues and expenditures of these designated funds. Any further questions regarding the request can be directed to Gary Bretschneider at (402) 844-2080.

Sincerely,

A handwritten signature in blue ink that reads "ROBERT A. MERRILL".

Rob Merrill

Chairman, Northeast Nebraska Regional Land Bank and the following Board members:

John Kouba

Mayra Mendoza

Brian Lundy

Benjamin Temple

Randy Wilcox

Rod Johnson

Soshia Bohn

Juan Sandoval

Mission: To turn vacant, abandoned and tax-delinquent properties into affordable, habitable properties that enhance community pride, create additional tax revenue, and support our most vulnerable neighborhoods and citizens.

CITY OF NORFOLK, NEBRASKA

The Mayor and City Council of the City of Norfolk, Nebraska met in regular session in the Council Chambers, 309 North 5th Street, Norfolk, Nebraska on the 18th day of December, 2023, beginning at 5:30 p.m.

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

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

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

Consent Agenda Items Approved

Minutes of the December 4, 2023, City Council meeting

Keno comparison report for November 2023

Purchase a fleet truck and support equipment for plowing snow using funding allotted for FY 2023-2024 off of State Contract #15811

Mayor's reappointment of Councilman Thad Murren, Councilman Justin Snorton, and Councilman Andrew McCarthy to the Railroad Transportation Safety District for a one-year term as required by state statute

Resolution 2023-65 approving the final plat and subdivision agreement for Wyndham Hills 7th

Norfolk Senior Citizen's Center, Inc., a Nebraska Nonprofit Corporation, agreement for a one-time monetary donation of \$80,000 from the City primarily to fund repairs to the Center's HVAC system

Bills in the amount of \$4,115,669.36

Special Presentations

Check presentation from Mike Wingate, Tom Schueth and Bryan Adams for new pickleball courts at Liberty Bell Park

Parks and Recreation Director Nathan Powell presented a Parks and Recreation Master Plan update

Public Hearings and Related Items

Public Hearing

(Citizen Advisory Review Committee (CARC) findings and suggestions)

A public hearing was held to receive a report on findings and suggestions from the economic development Citizen Advisory Review Committee as required by State Statutes Section 18-2715. Finance Officer Randy Gates provided information to the Mayor and City Council. State Statutes require a Citizen Advisory Review Committee (CARC). The citizens serving on CARC are: Cindy Morrow, Brandon Day, Aaron Otten, Jan Einspahr and Kathie Means. The City's Finance Officer serves as an ex officio non-voting member of CARC. State Statutes require the CARC to meet at least once in every six-month period and to report to the City Council on its findings and suggestions at a public hearing called for that purpose. The committee reviewed and discussed the following: 1) Current funding. 2) Projects with LB 840 loans outstanding. 3) CARC findings and suggestions for public hearing. As noted in the CARC report, the CARC found that the City's Economic Development Program (EDP) is operating in compliance with the budget and the voter-approved economic development plan.

This item was for informational purposes only.

Public Hearings and Related Items
(Sunset Plaza Redevelopment Plan)

A public hearing was held to consider the Redevelopment Plan for the Sunset Plaza Redevelopment Project. Finance Officer Randy Gates provided information to elected officials. The Project Site is approximately 20.68 acres of developed property. The Redevelopment Project will consist of the renovation and rehabilitation of the existing Sunset Plaza Mall and it is anticipated that the associated renovations will occur in two phases.

First, Redeveloper intends to undertake the renovations required by Kohl's, Planet Fitness and TJ Maxx in order to secure their occupancy (referred to herein as "Phase One"). The construction undertaken as part of Phase One will focus on retrofitting the prior Herberger's space into three separate spaces (anticipated to be Kohl's, Planet Fitness and TJ Maxx). The Phase Two renovations will include, without limitation, replacement and/or repair of the associated sidewalks and parking lots, landscaping, exterior façade enhancements, renovation of hallways and food court, and interior tenant improvements for the remainder of the mall.

While Redeveloper may be able to undertake the initial renovations without TIF, it could not complete the broader rehabilitation of Sunset Plaza Mall. As such, the Redevelopment Project could not be completed without the assistance of TIF - irrespective of the timing of Redeveloper's commencement on the initial renovations. The cost of public improvements, site acquisition, and other TIF-eligible costs are expected to be approximately \$15,463,466. Total project costs, including private improvements, are expected to be more than \$22,500,000.

The Redeveloper is requesting TIF in the amount of \$3,500,000. The developer has indicated the Project is not economically feasible without TIF. Without TIF, the Redevelopment Project's average ROI over a five-year period is estimated to be 4.76%. With TIF, the Redevelopment Project's ROI over the same period is estimated to be 9.83%, which would be an acceptable ROI to prudent investors and lenders, thus making the Redevelopment Project financially feasible.

Andrew Willis, 233 S 13th St, Lincoln, representing the developer, said TIF is needed for Phase II. A 24-month construction is anticipated for Phase II. Willis spoke to the "but-for" test and said community development law states that a redevelopment project can be approved if it is found that the redevelopment project would not be economically feasible without the use of TIF, the project would not occur without TIF, and the cost and benefits are in the long-term best interest of the community. Willis said the "but-for" test does not mean nothing is going to happen, it means the project, as presented in the redevelopment plan, will not happen without the use of TIF. Without TIF, the Phase II renovations – parking lot repair/replacement, façade enhancements, food court, hallways, and restroom renovations, and interior tenant space improvements, don't happen.

The \$3.5 million TIF request is based on a base value of \$4.5 million, which was the valuation of the property prior to the purchase. If the base value ends up being higher, the amount of TIF decreases.

Councilmember Webb asked why Phase I is included in the application if TIF is not needed for that phase of the project. Willis explained that is because everything is on one lot. The phases are construction phases, this is not a phased TIF project.

Jim McKenzie, 1412 Longhorn Drive, said while he understands the desire to support the project, he has concerns with the redevelopment plan and TIF amount. The plan includes Phase I costs, which are not eligible, and Phase II costs, which are eligible. The development plan gives the developer the benefit of TIF on the Phase I improvements by allowing the base value to omit the Phase I costs but allowing the final assumed value to include Phase I costs. If the current assessed value and Phase I improvements were used as the base value, the amount of TIF would be reduced by 60%. McKenzie said this plan is unique as it allows the developer to recoup tax benefits in excess of the Phase II improvement costs, and recommends the city submit the plan to the State Auditor for his review prior to approval to make sure the plan follows state statute.

Austin Hagood, 1503 W Norfolk Ave, representing the Chamber of Commerce, said the Chamber Board fully supports the project and presented a letter of support.

Michael Sands, 1700 Farnam St, City of Norfolk's TIF counsel, discussed eligibility of costs and how the law looks at a TIF project. Sands said the project presented, despite the unusual timeframe, is a single project. Sands said he has no concerns with the plan being sent to the State Auditor for review, and said he has zero doubt that what is being presented is legal under the community development law. While he realizes the plan is unique, it does nothing to affect the eligibility of TIF. Sands said the dividing line between base value and incremental value is determined by the notice to divide filed with the county, there is nothing else that legally determines that.

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

Resolution No. 2023-66
(Sunset Plaza Redevelopment Plan)

Councilmember Arens moved, seconded by Councilmember Murren, for adoption of Resolution No. 2023-66, approving the Redevelopment Plan for the Sunset Plaza Redevelopment Project.

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Snorton, Clausen and Hildebrand.
Nays: None. Absent: None. Resolution No. 2023-66 was adopted.

Regular Agenda Items

Village of Hadar interlocal agreement
(Northeast Nebraska Regional Land Bank)

Councilmember Granquist moved, seconded by Councilmember McCarthy, for approval of an interlocal agreement with the Village of Hadar, a Municipal Corporation, for the creation and organization of the Northeast Nebraska Regional Land Bank.

Councilmember Arens noted a conflict and abstained from discussion and voting on the next three agenda items related to the Land Bank.

City Attorney Danielle Myers-Noelle provided information to elected officials. The original Nebraska Municipal Land Bank Act was passed in 2013 in response to concerns over the increase in dilapidated properties in Omaha and Sarpy County, and as a creative solution to provide tools needed to facilitate the return of vacant, abandoned, and tax-delinquent properties to productive use. In 2020, LB424 passed, allowing all cities to take advantage of such land bank legislation. Only Omaha and Lincoln can have stand-alone land banks. All other municipalities are required to join with others. Due to the proximity of the Village of Hadar, and the desire to grow a new land bank, it was decided the best way to start the land bank was with the Village of Hadar as our first partner.

The interlocal agreement defines certain key terms under the Land Bank Act, it creates and provides for the organization of the Land Bank, it speaks to the purposes and powers of the Land Bank, the legal requirements for Board Members, the General Fund creation, and the initial anticipated allocation of costs between City of Norfolk and Village of Hadar, the Project initiation requirements, the process for the admission of future member municipalities, and the Dissolution process. This agreement, combined with the Land Bank Act and the Bylaws, are the governing documents for this Land Bank.

Housing Director Gary Bretschneider said the goal of the Land Bank is to increase the number of properties that can be used to better the community.

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

Ordinance No. 5861
(Northeast Nebraska Regional Land Bank)

Councilmember Hildebrand introduced, seconded by Councilmember Snorton, Ordinance No. 5861 entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORFOLK, NEBRASKA, TO ENACT CHAPTER 12.1, ARTICLE I, OF THE OFFICIAL CITY CODE TO CREATE AND PROVIDE FOR A NORTHEAST NEBRASKA REGIONAL LAND BANK AS AUTHORIZED BY THE NEBRASKA MUNICIPAL LAND BANK ACT WHICH AUTHORIZES TWO OR MORE MUNICIPALITIES TO CREATE A MUNICIPAL LAND BANK TO FACILITATE THE RETURN OF VACANT, ABANDONED AND TAX DELINQUENT PROPERTIES TO PRODUCTIVE USE; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM and moved that the ordinance be passed on first reading.

City Attorney Danielle Myers-Noelle explained that this ordinance creates the Northeast Nebraska Regional Land Bank within Chapter 12.1 of Norfolk City Code. While the ordinance is more optional than required under the Land Bank Act, city staff opted to incorporate some key

Land Bank language into our city code. This is not a governing document for the Land Bank, it simply creates a space for the new organization within our city code.

Ordinance No. 5861 was then read into the record by title by the City Clerk.

Roll call: Ayes: Granquist, Webb, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: None. Abstaining: Arens. Ordinance No. 5861 passed on first reading.

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

Roll call: Ayes: Granquist, Webb, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: None. Abstaining: Arens. 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 McCarthy 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. 5861 be passed and adopted?"

Roll call: Ayes: Granquist, Webb, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: None. Abstaining: Arens. 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. 5861 as required by law.

Resolution No. 2023-67
(Land Bank Board appointments)

Councilmember Snorton moved, seconded by Councilmember Clausen, for adoption of Resolution No. 2023-67 approving to appoint the following individuals to the Land Bank Board: Brian Lundy, John Kouba, and Benjamin Temple for 1-year terms; Rob Merrill, Randy Wilcox, and Rod Johnson for 2-year terms; Soshia Bohn, Mayra Mendoza, and Juan Sandoval for 3-year terms.

City Attorney Danielle Myers-Noelle explained that the resolution appoints specific individuals to the first Land Bank Board. These members all submitted applications to the City of Norfolk to be part of such board, and some were contacted by city staff as potential candidates to ensure compliance with the Land Bank Act requiring specific knowledge and experience areas. These individuals will serve staggered terms and are all residents of the City of Norfolk. The resolution also includes the names of the non-voting members of the Board that are required by the Act.

Roll call: Ayes: Granquist, Webb, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: None. Abstaining: Arens. Resolution No. 2023-67 was adopted.

Ordinance No. 5862

(Sale of City property to Todd Borgmeyer, 1001 Northdale Drive)

Councilmember Arens introduced, seconded by Councilmember Granquist, Ordinance No. 5862 entitled: AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA, TO AUTHORIZE THE SALE OF CITY PROPERTY; TO PROVIDE THE TERMS OF SALE AND AUTHORIZE THE MAYOR TO EXECUTE AND DELIVER A QUITCLAIM DEED TO THE PROPERTY; TO PROVIDE FOR A REMONSTRANCE TO SAID SALE AS PROVIDED BY LAW; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM and moved that the ordinance be passed on first reading.

Operations Manager Lyle Lutt said an auction was held on December 7 and the property sold for \$39,000. Proceeds from the sale will go to the Land Bank.

Ordinance No. 5862 was then read into the record by title by the City Clerk.

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: None. Ordinance No. 5862 passed on first reading.

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

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

Thereafter Councilmember Granquist moved, seconded by Councilmember Arens, that the statutory rules requiring reading on three different days be suspended and for final passage of the ordinance. The Mayor then stated the question "Shall Ordinance No. 5862 be passed and adopted?"

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: None. The passage and adoption of said ordinance having been concurred in by a majority of all members of the Council, the Mayor signed and approved the ordinance and the City Clerk attested the passage and adoption of the same and affixed her signature thereto. The Mayor then instructed the City Clerk to publish said Ordinance No. 5862 as required by law.

Sale of City property to Todd Borgmeyer, 1001 Northdale Drive

Councilmember Granquist moved, seconded by Councilmember Snorton, for approval of a purchase agreement with Todd Borgmeyer, authorizing the sale of property addressed as 1001 Northdale Drive for \$39,000.

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

Ordinance No. 5863

(Water District No. 129 creation)

(north along U.S. Highway 81 approximately from Sheridan Drive north to Eisenhower Avenue)

Councilmember Granquist introduced, seconded by Councilmember Arens, Ordinance No. 5863 entitled: AN ORDINANCE CREATING WATER EXTENSION DISTRICT NO. 129 IN THE CITY OF NORFOLK, NEBRASKA; ESTABLISHING THE OUTER BOUNDARIES OF THE DISTRICT; DESIGNATING THE SIZE, LOCATION AND TERMINAL POINTS; REFERRING TO THE PLANS, SPECIFICATIONS, AND ENGINEER'S ESTIMATE IN CONNECTION THEREWITH; AND TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT, AND TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE, and moved that the ordinance be passed on first reading.

Councilmember Clausen noted a conflict and abstained from discussion and voting on Ordinance No. 5863 and engineering contract for the design phase for the associated Water Extension District.

Public Works Director Steven Rames provided information to elected officials. This ordinance provides for construction of an 8-inch DIP water main from 13th Street and Eisenhower Avenue south approximately 2900' to 13th Street and Sheridan Drive. This extension district was requested by two of the majority property owners in the district boundary. A meeting with property owners was held on November 14, 2023. Creation of a water extension district and estimated assessment costs were shared with property owners in attendance.

The proposed district would include twelve parcels and six landowners. All Parcel owners have been contacted and all understand the need and are supportive of the water extension district. Hillcrest Cemetery is not part of the assessment district as it is difficult to show any benefit to the property and they have no mechanism to pay for an assessment. The city will cover the frontage of Hillcrest as the improved water quality justifies the city covering this cost.

Two subcommittee meetings were held to review the need and property owner support for the project. At the December 11, 2023, meeting, the subcommittee approved sending the extension district to full council.

Jim McKenzie, 1412 Longhorn Drive, asked what portion of the costs will be assessed and if there is a standard policy for covering the unassessed costs. Rames said about two-thirds of the total cost will be assessed and the city's portion will come from current revenues.

Ordinance No. 5863 was then read into the record by title by the City Clerk.

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Snorton and Hildebrand. Nays: None. Absent: None. Abstaining: Clausen. Ordinance No. 5863 passed on first reading.

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

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

Thereafter Councilmember Hildebrand moved, seconded by Councilmember Murren, 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. 5863 be passed and adopted?"

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Snorton and Hildebrand. Nays: None. Absent: None. Abstaining: Clausen. The passage and adoption of said ordinance having been concurred in by a majority of all members of the Council, the Mayor signed and approved the ordinance, and the City Clerk attested the passage and adoption of the same and affixed her signature thereto. The Mayor then instructed the City Clerk to publish said Ordinance No. 5863 as required by law.

McLaury Engineering contract

(Water Extension District No. 129 design phase, north along Highway 81)

Councilmember Hildebrand moved, seconded by Councilmember Snorton, for approval of an engineering contract with McLaury Engineering for the design phase services of the water main for the Water Extension District No. 129 (North along Highway 81) project for an amount not to exceed a fee, including reimbursable expenses, of \$46,400.00.

Public Works Director Steven Rames provided information to elected officials. This contract is for the design of a water main along Highway 81 from Eisenhower Avenue to Alaska Avenue and includes survey and topographic data collection, water main design, final construction plans and specifications, and bidding assistance. The cost of engineering is included in the final assessments for Water Extension District No. 129.

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

Public Comment Period

Scott Williams, 1111 Nebraska Avenue, thanked elected officials and city staff for the progress he has noticed throughout the city in recent years.

Jim McKenzie, 1412 Longhorn Drive, discussed concerns with an overuse of TIF and the fact that the city has no TIF policy. McKenzie also discussed concerns with the amount of city debt and that nothing has been done about his previous requests for more frequent opportunities for open public comment.

There being no further business, the Mayor declared the meeting adjourned at 7:08 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, December 18, 2023, 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)

ORDINANCE NO. 5862

AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA, TO AUTHORIZE THE SALE OF CITY PROPERTY; TO PROVIDE THE TERMS OF SALE AND AUTHORIZE THE MAYOR TO EXECUTE AND DELIVER A QUITCLAIM DEED TO THE PROPERTY; TO PROVIDE FOR A REMONSTRANCE TO SAID SALE AS PROVIDED BY LAW; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; 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 AS FOLLOWS:

Section 1. That the following described real property owned by the City of Norfolk, Nebraska, and addressed as 1001 Northdale Drive, Norfolk, Nebraska, to wit:

Lot 20, Sunnydell Addition to Norfolk, Madison County, Nebraska, is hereby authorized sold to Todd Borgmeyer for the purchase price of Thirty-Nine Thousand Dollars (\$39,000.00).

Section 2. That the Mayor is hereby empowered to execute and deliver a Quitclaim Deed to the above described real property to Todd Borgmeyer upon the payment of the purchase price as set forth above.

Section 3. That such sale shall not be closed for a period of thirty (30) days from the passage and publication of this Ordinance so as to allow for the remonstrance to said sale by citizens of the City, by filing, in writing, a remonstrance to said sale signed by legal electors of the City equal in number to thirty percent (30%) of the electors of the City voting at the last regular municipal election held by the City, with the governing body of the City. If said

remonstrance is filed and certified as legally sufficient by the City Clerk, the above property shall not then, within one (1) year thereafter, be sold.

Section 4. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

PASSED AND APPROVED this _____ day of December, 2023.

ATTEST:

Josh Moenning, Mayor

Brianna Duerst, City Clerk

Approved as to form: _____

Danielle Myers-Noelle, City Attorney

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 Disc Gauntlet LLC, a Nebraska Limited Liability Company, hereinafter referred to as “DISC GAUNTLET”, WITNESSETH:

WHEREAS, CITY is the owner of Ta-Ha-Zouka Park in Norfolk, Nebraska, which has a disc golf course located within the park; and

WHEREAS, DISC GAUNTLET is desirous of utilizing the disc golf course in Ta-Ha-Zouka Park to hold an “Elk Horn Open” disc golf tournament on Saturday, May 11, 2024; and

WHEREAS, CITY is desirous of allowing DISC GAUNTLET to hold said disc golf tournament.

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

1. FACILITY. CITY shall allow DISC GAUNTLET to utilize the disc golf course in Ta-Ha-Zouka Park from 6:00 a.m. to 10:00 p.m. on Saturday, May 11, 2024, to hold a disc golf tournament. DISC GAUNTLET’s use of the disc golf course shall be exclusive for the times set forth in this paragraph.

2. USAGE FEE. DISC GAUNTLET shall pay a usage fee to CITY in the amount of Twenty Dollars (\$20.00) for use of the disc golf course in Ta-Ha-Zouka Park. Said fee shall be paid to CITY by 4:30 p.m. on May 8, 2024, at the Norfolk City Clerk’s Office, 309 North 5th Street, Norfolk, Nebraska.

3. LATE FEE. In addition to the usage fee set forth above, pursuant to CITY’s policy, DISC GAUNTLET shall pay to CITY a late fee in the amount of \$75.00 due to DISC GAUNTLET submitting an event application to CITY later than 60 days prior to DISC GAUNTLET’s use of CITY facilities. Said late fee shall be paid to CITY at the Norfolk City Clerk’s Office, 309 North 5th Street, Norfolk, Nebraska, upon the signing of this Agreement.

4. MARKING OF COURSE. DISC GAUNTLET shall be allowed to mark the disc golf course in Ta-Ha-Zouka Park 48 hours in advance of DISC GAUNTLET’s event.

5. TEMPORARY BASKET PLACEMENT. DISC GAUNTLET shall not place any temporary disc golf baskets to augment the existing course layout without first obtaining layout and placement approval from CITY’s parks & recreation director prior to the tournament.

6. NOTICE. DISC GAUNTLET shall post notice to the public of its reservation of the disc golf course in Ta-Ha-Zouka Park for seven (7) days preceding the tournament. It shall be

DISC GAUNTLET's responsibility to monitor the posted notice each day to ensure that it remains in place from the time of posting until the time of the event.

7. CLEANING. DISC GAUNTLET shall be responsible for cleanup of CITY facilities at the conclusion of their use. In the event DISC GAUNTLET fails to clean the facilities they utilize, DISC GAUNTLET 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 DISC GAUNTLET prior to cleaning, if practicable.

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

9. SHELTER. DISC GAUNTLET understands that this Agreement does not include the reservation of a shelter in Ta-Ha-Zouka Park and that any reservation of a shelter for this event shall be made by separate agreement with the City of Norfolk.

10. INSURANCE. DISC GAUNTLET shall provide CITY with a certificate of general liability insurance in the following minimum amounts:

General Aggregate	\$1,000,000
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, DISC GAUNTLET shall name CITY as an additional insured. The policy issued shall cover all activities sponsored by DISC GAUNTLET while using CITY's disc golf course at Ta-Ha-Zouka Park with no exclusions. DISC GAUNTLET's insurance shall be the primary insurance coverage for DISC GAUNTLET's event. DISC GAUNTLET agrees to be responsible for any damages or claim of loss not covered by DISC GAUNTLET'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 May 1, 2024, then (1) DISC GAUNTLET shall pay an additional late fee to CITY in the amount of \$75.00, and (2) this Agreement shall be voidable at the option of CITY.

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

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

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

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

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

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

ATTEST:

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

Brianna Duerst, City Clerk

By _____
Josh Moenning, Mayor

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

DISC GAUNTLET LLC, A Nebraska
Limited Liability Company

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”, and Disc Gauntlet LLC, a Nebraska Limited Liability Company, hereinafter referred to as “DISC GAUNTLET”, WITNESSETH:

WHEREAS, CITY is the owner of Skyview Park and Ta-Ha-Zouka Park in Norfolk, Nebraska, each of which has a disc golf course located within the park; and

WHEREAS, DISC GAUNTLET is desirous of utilizing the disc golf courses in Skyview Park and Ta-Ha-Zouka Park Saturday and Sunday, July 6-7, 2024, to hold a “Boomfest” disc golf tournament; and

WHEREAS, CITY is desirous of allowing DISC GAUNTLET to hold said disc golf tournament using CITY’s facilities.

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

1. FACILITIES. CITY shall allow DISC GAUNTLET to utilize the disc golf courses in Skyview Park and Ta-Ha-Zouka Park from 7:00 a.m. on Saturday, July 6, 2024, to 5:00 p.m. on Sunday, July 7, 2024, to hold a disc golf tournament. DISC GAUNTLET’s use of the disc golf courses shall be exclusive for the times set forth in this paragraph.

2. USAGE FEE. DISC GAUNTLET shall pay a usage fee to CITY in the amount of Eighty Dollars (\$80.00) for use of the disc golf courses in Skyview Park and Ta-Ha-Zouka Park (\$20.00 per course, per day). Said fee shall be paid to CITY by 4:30 p.m. on June 26, 2024, at the Norfolk City Clerk’s Office, 309 North 5th Street, Norfolk, Nebraska.

3. MARKING OF COURSES. DISC GAUNTLET shall be allowed to mark the disc golf courses in Skyview Park and Ta-Ha-Zouka Park 48 hours in advance of DISC GAUNTLET’s event.

4. TEMPORARY BASKET PLACEMENT. DISC GAUNTLET shall not place any temporary disc golf baskets to augment the existing course layouts without first obtaining layout and placement approval from CITY’s parks & recreation director prior to the tournament.

5. NOTICE. DISC GAUNTLET shall post notice to the public of its reservation of the disc golf courses in Skyview Park and Ta-Ha-Zouka Park for seven (7) days preceding the tournament. It shall be DISC GAUNTLET’s responsibility to monitor the posted notices each day to ensure that they remain in place from the time of posting until the time of the event.

6. CLEANING. DISC GAUNTLET shall be responsible for cleanup of CITY facilities and shall complete said cleanup within 24 hours after the conclusion of their event. In the event

DISC GAUNTLET fails to clean the facilities they utilize, DISC GAUNTLET 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 DISC GAUNTLET prior to cleaning, if practicable.

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

8. SHELTER. DISC GAUNTLET understands that this Agreement does not include the reservation of a shelter in Skyview Park or Ta-Ha-Zouka Park and that any reservation of a shelter for this event shall be made by separate agreement with the City of Norfolk.

9. INSURANCE. DISC GAUNTLET shall provide CITY with a certificate of general liability insurance in the following minimum amounts:

General Aggregate	\$1,000,000
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, DISC GAUNTLET shall name CITY as an additional insured. The policy issued shall cover all activities sponsored by DISC GAUNTLET while using CITY's disc golf courses in Skyview Park and Ta-Ha-Zouka Park with no exclusions. DISC GAUNTLET's insurance shall be the primary insurance coverage for DISC GAUNTLET's event. DISC GAUNTLET agrees to be responsible for any damages or claim of loss not covered by DISC GAUNTLET'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 May 26, 2024, then (1) DISC GAUNTLET 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.

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

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

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

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

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

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

ATTEST:

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

Brianna Duerst, City Clerk

By _____
Josh Moenning, Mayor

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

DISC GAUNTLET LLC, A Nebraska
Limited Liability Company

By _____

Title: _____

Printed Name: _____

AGREEMENT

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

WHEREAS, ORGANIZER is desirous of utilizing Riverpoint Square, a portion of the adjacent alley, a portion of South 3rd Street, and a portion of Vehicle Parking District Lot F (VPD Lot F) to host a farmers market in downtown Norfolk on Tuesdays from June 4, 2024 to September 24, 2024, on and Saturdays from May 18, 2024 to October 26, 2024; and

WHEREAS, attached hereto are the following maps:

Exhibit "A" depicting Riverpoint Square, a portion of the adjacent alley, diagonal parking stalls, and portions of VPD Lot F;

Exhibit "B" depicting Riverpoint Square and portions of the alley, South 3rd Street, and VPD Lot F; and

WHEREAS, Section 18-10 of the Official Code of the City of Norfolk, Nebraska states that vending of various goods, services, products or commodities is permitted, however, such vending is conditional upon the vendor first obtaining permission from the Mayor and City Council; and

WHEREAS, CITY is desirous of allowing ORGANIZER to utilize Riverpoint Square, five diagonal parking stalls along 3rd Street, a portion of the adjacent alley, a portion of South 3rd Street, and a portion of VPD Lot F for the farmers market; and

WHEREAS, for the purposes of this Agreement, "Riverpoint Square" shall include the five parking stalls that run along the south side of Riverpoint Square.

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

1. TERM. The term of this Agreement shall be from May 18, 2024, to October 26, 2024.
2. RIVERPOINT SQUARE. CITY is willing to allow Riverpoint Square located at 301 W. Norfolk Avenue in Norfolk, Nebraska, to be used in conjunction with ORGANIZER's purpose of holding a farmers market from 4:00 p.m. to 7:00 p.m. each Tuesday, and from 7:00 a.m. to 12:30 p.m. each Saturday pursuant to the terms of this Agreement.
3. STREET/ALLEY/PARKING LOT CLOSURE. CITY shall allow for the closure of the following areas during the term of this Agreement:

- a. From 7:00 a.m. to 7:00 p.m. each Tuesday:
 - 1) The five (5) southernmost diagonal parking stalls located along the east side of Riverpoint Square;
 - 2) The five (5) parking stalls that run along the south side of Riverpoint Square; and
 - 3) The east 65 feet of the north portion of VPD Lot F.
- b. From 7:00 a.m. to 12:30 p.m. each Saturday:
 - 1) South 3rd Street from the south line of the intersection of 3rd Street and Norfolk Avenue extending south to the north line of the east/west alley running between Norfolk Avenue and Madison Avenue;
 - 2) The east 65 feet of the east/west alley running between Norfolk Avenue and Madison Avenue and between 3rd Street and 4th Street; and
 - 3) The east 65 feet of the north portion of VPD Lot F.

CITY shall erect barricades and/or traffic cones which completely barricade the closed portions of the street, alley, and parking stalls as deemed necessary by the Norfolk Police Division. CITY will allow ORGANIZER to barricade the closed portion of VPD Lot F as set forth in this Agreement.

4. SET UP/CLEAN UP. ORGANIZER shall be allowed to begin setting up for each farmers market at the following times:

- a. Riverpoint Square, closed parking stalls, closed portion of the alley, and closed portion of VPD Lot F at 4:00 p.m. each Tuesday; and
- b. Riverpoint Square and the closed portions of South 3rd Street, alley, and VPD Lot F at 7:00 am. each Saturday.

ORGANIZER shall be responsible for cleanup and shall complete said cleanup at the conclusion of each farmers market event.

5. VENDING. This Agreement shall serve as permission granted to ORGANIZER as required by Section 18-10 of the City Code for vending in Riverpoint Square during the farmers market events.

6. TRAINING/PERMITS/CERTIFICATION. ORGANIZER shall be responsible for ensuring that all vendors participating in the farmers market have the requisite food training and certifications required by the laws of the State of Nebraska and the Nebraska Department of

Agriculture to enable the vendors to sell their goods and products for public consumption. CITY shall not be responsible for any illness or injury related to the sale of food by vendors for public consumption at a farmers market, nor shall CITY be liable for any vendor's failure to obtain requisite training and/or certifications.

7. HOLES IN CONCRETE. ORGANIZER shall not drill or allow to be drilled any holes in the concrete of Riverpoint Square or the closed portions of South 3rd Street, alley, VPD Lot F, or any adjacent sidewalks.

8. NO PAINT ON CONCRETE. ORGANIZER shall not paint or permanently mark the concrete of any street, alley, parking lot, sidewalk, or Riverpoint Square for this event. In the event that ORGANIZER or its vendors do paint or permanently mark any street, alley, parking lot, sidewalk, or Riverpoint Square, then City shall have the paint or marking removed and the cost thereof shall be paid by ORGANIZER.

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

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

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

In addition, ORGANIZER shall name CITY as an additional insured. Said insurance shall be the primary insurance coverage for the farmers market. ORGANIZER agrees to be responsible for any damages or claim of loss not covered by ORGANIZER's insurance or ORGANIZER's vendors' insurance. A certificate of insurance shall be filed with the Norfolk City Clerk upon execution of this Agreement. In the event the certificate of insurance is not filed by May 8, 2024, then this Agreement shall be voidable at the option of CITY's operations manager.

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

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

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

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

14. NO USAGE FEE. ORGANIZER shall pay no usage fee to CITY under this Agreement to access Riverpoint Square and the closed portions of South 3rd Street, alley, and VPD Lot F for the farmers market.

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

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

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

ATTEST:

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

Brianna Duerst, City Clerk

By _____
Josh Moenning, Mayor

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

DOWNTOWN NORFOLK ASSOCIATION, INC.,
A Nebraska Nonprofit Corporation

By _____
Its President *or* Presiding Member of the
Board of Directors
Printed Name: _____

By _____
Title: _____
Printed Name: _____

EXHIBIT "A"

(Tuesday Farmers Market)

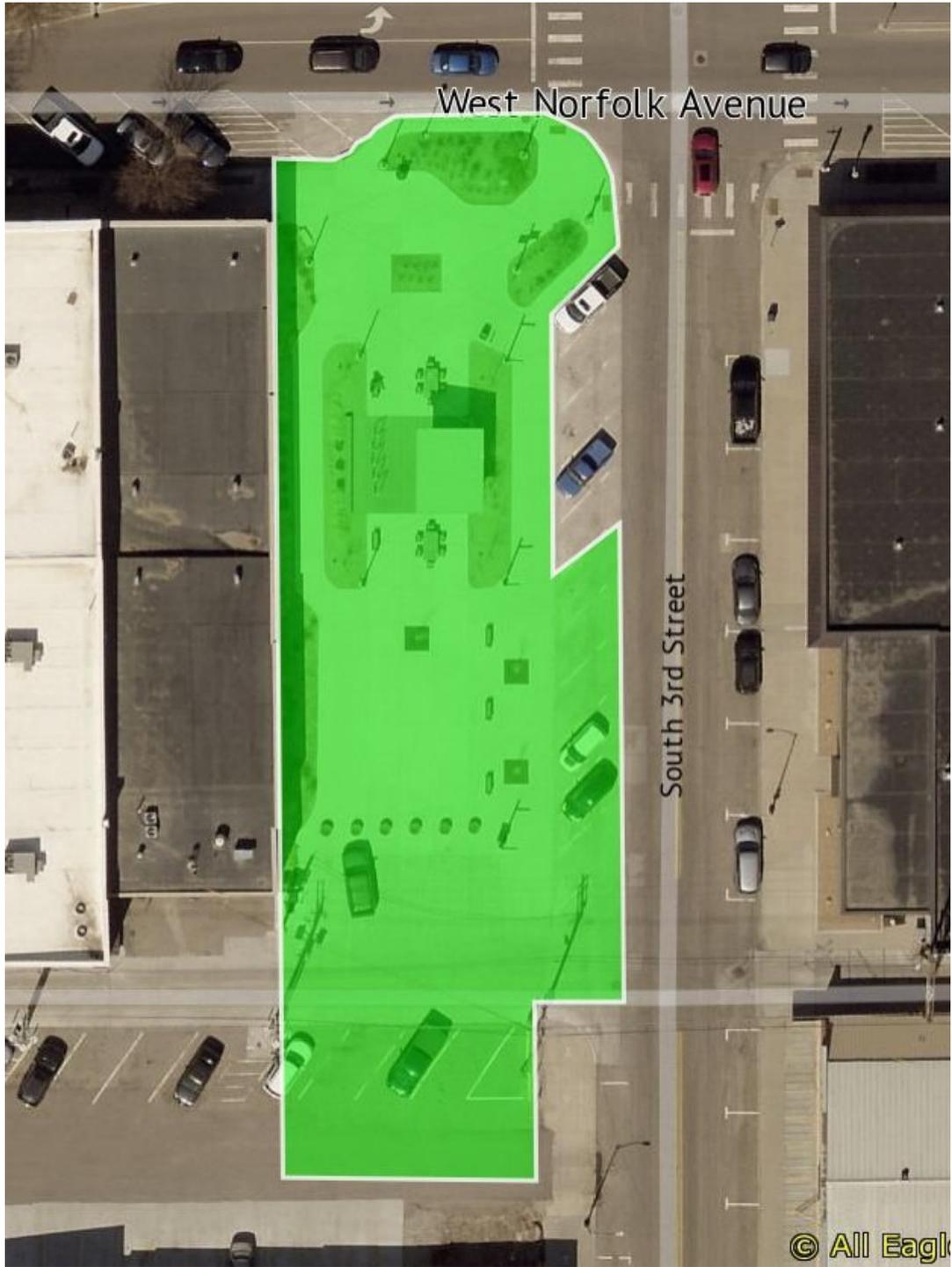
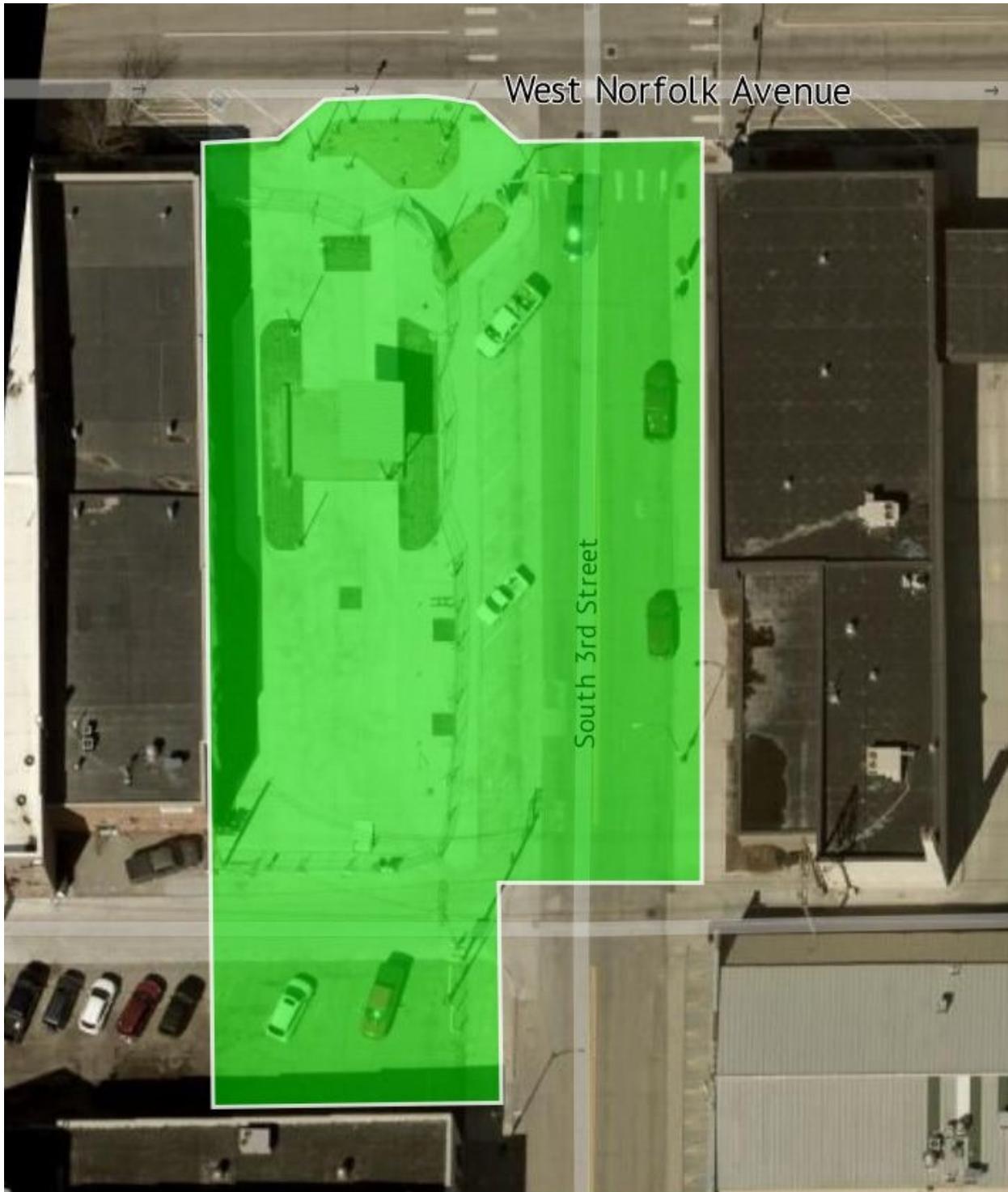


EXHIBIT "B"

(Saturday Farmers Market)



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 Young Men’s Christian Association of Norfolk, Nebraska, a Nebraska Nonprofit Corporation, hereinafter referred to as “YMCA”, WITNESSETH:

WHEREAS, CITY is the owner of an 8-lane swimming pool located in AquaVenture Water Park at 715 South 1st Street in Norfolk, Nebraska; and

WHEREAS, YMCA is desirous of utilizing CITY’s 8-lane swimming pool for swim team practices; and

WHEREAS, CITY is desirous of allowing YMCA to utilize its 8-lane swimming pool for swim team practices while reserving CITY’s right to utilize 2 lanes of the swimming pool for CITY’s use for staff training purposes.

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

1. FACILITY/TERM. CITY shall allow YMCA to utilize its 8-lane swimming pool located at AquaVenture Water Park for swim team practices from 6:45 a.m. to 9:15 a.m. May 28, 2024 through August 2, 2024. If the 8-lane swimming pool is available and CITY staffing is available earlier than May 28, 2024, and/or later than August 2, 2024, then CITY, at the discretion of its assistant director-recreation, may allow YMCA to utilize the pool before May 28, 2024, and/or after August 2, 2024, at such times as approved by CITY’s assistant director-recreation. YMCA’s use of CITY’s swimming pool is subject to CITY’s use of a portion of the pool for staff training as addressed in this Agreement. While utilizing CITY’s pool under the terms of this Agreement, YMCA shall also have access to the locker rooms and/or family restrooms at AquaVenture Water Park and use of CITY’s lane ropes, starting blocks, and flags.

2. CITY STAFF TRAINING. CITY reserves the right to utilize 2 lanes of the 8-lane swimming pool for CITY staff training purposes. CITY’s assistant director-recreation shall give YMCA’s swimming coach at least 24 hours advance notice of CITY’s intent to utilize 2 lanes of the swimming pool.

3. ACCESS. YMCA shall coordinate the times and dates for use of the swimming pool and access to the swimming pool with CITY’s assistant director-recreation.

4. LIFEGUARD REGULATIONS. CITY will be responsible for compliance with applicable State of Nebraska lifeguard regulations during the time when YMCA is utilizing CITY’s swimming pool.

5. NO SWIMMING WITHOUT LIFEGUARD/OUTSIDE OF PRACTICE TIMES. No swimming is permitted under this Agreement in AquaVenture Water Park by YMCA’s coaches or swim team members 1) without a CITY lifeguard on duty and/or 2) outside of swim team

practice times set forth herein or other times authorized by CITY's assistant director-recreation for swim team practice.

6. INSURANCE. YMCA shall obtain and keep in force for all times during the term of this Agreement 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, YMCA shall name CITY as an additional insured. The policy issued shall cover all activities sponsored by YMCA while using CITY's facility with no exclusions. Said insurance shall be the primary insurance coverage for YMCA's use of CITY's facility. YMCA agrees to be responsible for any damages or claim of loss not covered by YMCA's insurance. A certificate of insurance shall be filed with the Norfolk City Clerk upon execution of this Agreement. In the event the certificate of insurance is not filed at least 10 days prior to YMCA's use of CITY facilities, then (1) YMCA shall pay a late fee to CITY in the amount of \$75.00, and (2) this Agreement shall be voidable at the option of CITY's operations manager.

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

8. RELEASES. In the event that YMCA obtains Releases for participation in YMCA'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. CONDITION OF FACILITY. YMCA agrees that each time it exercises the privileges granted by this Agreement, the AquaVenture Water Park facility will be left in the same condition in which it was found immediately prior to their use.

10. POOL ENTRY FEE. Upon entry into AquaVenture Water Park for swim team practice, members of YMCA's swim team shall either 1) present a season pass valid for the upcoming swim season or 2) pay an entry fee of \$3.00 each day they use the CITY's 8-lane swimming pool for swim team practice. Any swim team member not presenting a season pass or payment of the \$3.00 entry fee will not be admitted to the pool for swim team practice.

11. CANCELLATION BY YMCA. YMCA shall be responsible for providing notice of cancellation of any scheduled activities to CITY's parks and recreation athletic supervisor at 844-2254.

12. 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 YMCA resulting from CITY's cancellation of YMCA's activities.

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

14. SIGNATURES. This Agreement may be executed in any number of counterparts. Each such counterpart shall be deemed an original hereof, and all such executed counterparts shall together be one and the same instrument.

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

ATTEST:

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

Brianna Duerst, City Clerk

By _____
Josh Moenning, Mayor

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

YOUNG MEN'S CHRISTIAN ASSOCIATION OF
NORFOLK, NEBRASKA, A Nebraska Nonprofit
Corporation

By _____
Printed Name: _____
Title: _____

By _____
Printed Name: _____
Title: _____

NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT HOUSING REUSE SERVICE CONTRACT

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

WITNESSES THAT:

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

WHEREAS, the Community has been awarded Nebraska Affordable Housing Program (NAHP) Funds by the Nebraska Department of Economic Development (DED), (see Attachment #2) listing the requirements that pertain to each individual funding source for the purposes set forth herein, and

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

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

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

1. Services to be Provided by the Parties

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

2. Time of Performance

The effective date of this contract shall be the date both parties sign. The termination date of the contract shall be upon the agreement of both parties.

3. Consideration

The Community shall reimburse the Consultant for all allowable expenses agreed upon by the parties to complete the Scope of Work. Reimbursement under this contract shall be based on monthly billings, supported by appropriate documentation and billed at the rate of \$75/hour. It is expressly understood that claims for reimbursement shall not be submitted in excess of the actual, immediate cash requirements necessary to carry out the purposes of this agreement.

General administration (0181) and housing management (0580) may not exceed 10% of the total balance of the reuse account. In the event housing management costs are above 10% due to the review of many applications in order to get to a funded application, the additional costs will be documented in the file. Housing management lead-based paint testing/risk assessments/clearance testing (0580a) will not exceed \$1,500 per unit. This reuse plan will follow the most current housing program guidelines as approved by DED.

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

4. Record Maintenance, Record Retention & Access to Records

The Consultant agrees to maintain such records and follow such procedures as outlined in the grant contract. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Consultant as outlined in the grant contract.

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

5. Relationship

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

6. Suspension, Termination and Close Out

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

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

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

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

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

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

7. Changes, Amendments, Modifications

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

8. Personnel

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

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

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

9. Assignability

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

10. Reports and Information

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

11. Findings Confidential

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

12. Copyright

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

13. Compliance With Local Laws

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

14. Title VI of the Civil Rights Act of 1964

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

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

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

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

- a. The work to be performed under this contract is on a project assisted under a program providing federal financial assistance from the Department of Housing and Urban Development through the State of Nebraska's Community Development Block Grant Program as administered by DED and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and

employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

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

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

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

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

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

19. Executive Order 11246, As Amended

The Community, Consultant and subcontractors, if any, will comply with Executive Order 11246 as amended and will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin.

20. Conflict of Interest (2CFR200.318)

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

exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by DED.

21. Audits and Inspections

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

22. Hold Harmless

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

23. Governing Law

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

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

COMMUNITY

BY _____

TITLE _____

DATE _____

CONSULTANT

BY _____

TITLE Executive Director

DATE _____

ADMINISTRATION SCOPE OF WORK

The duties and responsibilities of the Certified Administrator under this scope of work will include the following reuse funds, Community Development Block Grant (CDBG), comprehensive Revitalization (CR) CDBG, Nebraska Affordable Housing Trust Fund (NAHTF), and HOME Funds.

- a) Ensure that the Grantee meets the requirements of all statutes, state rules, and federal regulations relevant to the project.
- b) Conduct an environmental review in accordance with the National Environmental Policy Act of 1969 over the course of the project.
- c) Ensure that the Grantee meets all federal and state requirements when procuring professional services and construction services. This includes making sure that all required clauses are included within the contracts.
- d) Ensure that the Grantee has a solid understanding of the financial management requirements associated with the reuse funds and that the Grantee has an appropriate financial management system in place.
- e) Assist and monitor a master filing systems in accordance with state and federal regulations (*if applicable*).
- f) Ensure that all acquisition laws are followed over the course of the project (*if applicable*).
- g) Ensure that all relocation laws are followed over the course of the project (*if applicable*).
- h) Ensure that any and all monitoring issues are addressed and completed (*if monitored by DED*).
- i) Perform regular construction monitoring inspections (*if applicable*).
- j) Provide lead-based paint services to include the following (*if applicable*):

Lead Inspection:

- Travel to and from job location
- Complete residential questionnaire and collect information regarding the unit
- Schematic overview of the unit and photo documentation
- Perform testing utilizing SRF and prepare report
- Perform lead wipe and soil tests
- Prepare samples and file documentation

Risk Assessment:

- Identify lead hazards and potential lead hazards upon review of the XFR report and sample reports
- Prepare documentation of observations, hazard control solutions, cost estimates, recommendations, reevaluation, and monitoring schedule

Clearance Testing:

- Travel to and from job location
- Visual inspection of the unit in conjunction with lead wipe and soil tests
- Review sample results and prepare clearance documentation for the client, contractor, and client file

- k) Provide progress reports to the City as required
- l) Attend meetings of City as required

The following attachment explains individual funding source requirements, if applicable, to meet all statues, state rules and federal regulations relevant to housing projects.

HOME Investment Partnership Program and 24 C.F.R. Part 92 – if applicable

Recipient will also comply with other laws and regulations, both federal and state, as they are applicable to the Project, **including, but not limited to,** the following:

CIVIL RIGHTS AND EQUAL OPPORTUNITY PROVISIONS

- Title VI of the Civil Rights Act of 1964.
- Section 109 of the Housing and Community Development Act of 1974.
- Age Discrimination Act of 1975.
- Section 504 of the Rehabilitation Act of 1973.
- Architectural Barriers Act of 1968.
- Americans with Disability Act.

FAIR HOUSING STANDARDS AND PROVISIONS

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
- Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendment Act of 1988.

ENVIRONMENTAL STANDARDS AND PROVISIONS

- National Environmental Policy Act of 1969 and regulations at 24 C.F.R. Part 58.
- Historic Preservation

The Recipient will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S. C. 470), Executive Order 11593, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469 a-1, et. seq.) by:

- (a) Consulting with the state Historical Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.0) by the proposed activity; and
- (b) Complying with all requirements established by the state to avoid or mitigate adverse effects upon such properties.
 - Lead-Based Paint Poisoning Prevention Act of 1971 and regulations at 24 C.F.R. Part 35
 - Flood Disaster Protection Act of 1973.
 -

LABOR STANDARDS AND PROVISIONS

- The Davis-Bacon Act (and related acts).
- Section 2 of the June 13, 1934 Act Popularly Known as The Copeland Anti-Kickback Act.
- Fair Labor Standards Act of 1938.
- Contract Work Hours and Safety Standards Act.
- Section 3 of the Housing and Urban Development Act of 1968.
- Debarred, Suspended, or Ineligible Contractors under 24 C.F.R. Part 24.

Nebraska Affordable Housing Trust Funds – if applicable

The Recipient agrees to comply with all federal and local laws applicable to the Project and applicable to the use of **Trust Funds, including, but not limited to**, the following:

- Civil Rights Act of 1964.
- Age Discrimination Act of 1975.
- Section 504 of the Rehabilitation Act of 1973.
- Architectural Barriers Act of 1968.
- Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988.
- Flood Disaster Protection Act of 1973.
- National Environmental Policy Act of 1969.
- National Historic Preservation Act of 1966.
- Fair Labor Standards Act of 1938, as amended.
- Contract Work Hours and Safety Standards Act.

Community Development Block Grant (CDBG) Program and 24 C.F.R. Part 570 – if applicable

The Recipient agrees to comply with the Department’s and HUD’s administrative requirements for the **CDBG** program, and with the provisions of the Department’s CDBG Application Guidelines applicable to the Project, and with all federal (and state) laws, regulations, and executive orders applicable to the CDBG-assisted project, **including, but not limited to:**

- Housing and Community Development Act of 1974, as amended (“HCDA”).
- 24 C.F.R. Part 570.
- National Environmental Policy Act of 1969 and regulations at 24 C.F.R. Part 58.
- The Davis-Bacon Act (and related acts).
- Lead-Based Paint Poisoning Prevention Act and regulations at 24 C.F.R. Part 35.
- Section 3 of the Housing and Urban Development Act of 1968.
- The architectural Barriers Act of 1968 and the Americans with Disabilities Act.
- The requirement in the HCDA to affirmatively further fair housing.



NENEDD

Northeast Nebraska Economic Development District

EXHIBIT #1

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

BY: 

TITLE: Thomas L. Higginbotham Jr, Executive Director

DATE: July 12, 2023

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

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



RESOLUTION NO. 2024-20

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 certain traffic control signs need to be installed and traffic in certain locations should be regulated in order to best serve the motoring public while aiding the public safety in the 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 the area of Prime Stop Way, South Victory Road, and East Grove Avenue.

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 Chief of Police be authorized to place certain traffic signs and to provide for the regulation of traffic as follows:

- a. Place a "Stop" sign on Prime Stop Way controlling southbound traffic at the intersection of Prime Stop Way and East Omaha Avenue.
- b. Place a "Stop" sign on South Victory Road controlling eastbound traffic at the intersection of South Victory Road and Prime Stop Way.
- c. Place a "Stop" sign on Prime Stop Way controlling northbound traffic at the intersection of Prime Stop Way and East Grove Avenue.
- d. Place a "Stop" sign on River Run Road controlling eastbound traffic at the intersection of River Run Road and South Victory Road.
- e. Place a "Stop" sign on Canoe Street controlling eastbound traffic at the intersection of Canoe Street and South Victory Road.
- f. Place a "Stop" sign on East Grove Avenue controlling eastbound traffic at the intersection of East Grove Avenue and South Victory Road.
- g. Place a "Stop" sign on East Bluff Avenue controlling eastbound traffic at the intersection of East Bluff Avenue and South Victory Road.

PASSED AND APPROVED this ____ day of _____, 2024.

ATTEST:

Brianna Duerst, City Clerk

Josh Moenning, Mayor

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

Prime Stop







CITY OF NORFOLK % STREETS

BIDS DUE - 2:00 P.M., FRIDAY, 04/5/2024

2024 Long Line Striping & Symbols for the City of Norfolk Street Division

BIDDING COMPANY	Estimated Total per Long Line & Symbol Bid (Controlling Cost from Bid Sheet)			Accept Credit Cards (Y/N)	% CC Fee	5% Bid Security	References	Proof of Insurance	Performance & Labor Bond
	1 Year Contract	2 Year Contract	3 Year Contract						
Iowa Plains Signing Inc.	\$124,719.60			x	3.5%	x			Avail upon Contract
Highway Signing LLC	\$133,118.25			x	3.5%	x			Avail upon Contract

CONTRACT

THIS AGREEMENT made and entered into this ____ day of _____, 2024 by and between the CITY OF NORFOLK, NEBRASKA, a Municipal Corporation, party of the first part, termed in the contract documents as the "City" and Iowa Plains Signing, Inc., party of the second part, termed in the Contract Documents as "Contractor".

WITNESSETH: In consideration of the sum to be paid by the City to the Contractor at the time and manner hereinafter provided, the said Contractor has agreed, and does hereby agree to furnish all labor, tools, equipment and materials and to pay for all such items, and to construct in every detail to-wit:

Long Line Striping & Symbols
For the
CITY OF NORFOLK STREET DIVISION

at the prices bid on the Proposal, all to the satisfaction of the City Engineer and subject to the approval of the City.

AND FOR SAID CONSIDERATION, IT IS FURTHER PARTICULARLY AGREED BETWEEN THE PARTIES TO THIS AGREEMENT:

1. That construction and installation of the above enumerated work for the City shall be completed and ready for use in accordance with the time of completion described in the Proposal of this contract.
2. That said work and material for the project covered by the Contract Documents shall be completely installed and delivered to the owner, clear and free from any and all liens, claims and demands of any kind.
3. That the full compensation to be paid the Contractor by the City, pursuant to the terms of this contract shall be payable as provided in the Contract Documents.
4. This Contract consists of the following component parts, all of which are as fully a part of the Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Part 1. Notice to Contractors
Proposal – \$124,719.60
Certificates of Insurance
Performance Bond

Part 2. General Provisions, Construction Specifications
and Special Provisions.

Part 3. Plans

IN WITNESS WHEREOF, contracting parties by our agents hereto affix our signatures and seals the day and year first above written.

ATTEST:

City of Norfolk, Nebraska
A Municipal Corporation

Brianna Duerst, City Clerk

By _____
Josh Moenning, Mayor

(SEAL)

Iowa Plains Signing, Inc

CORPORATE
(SEAL)

By _____

Printed Name

Title

Approved as to form:

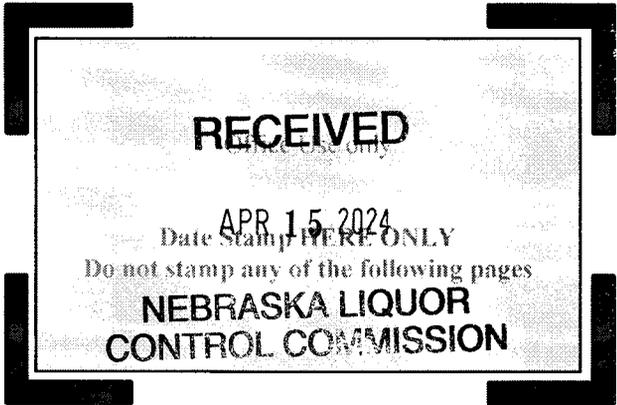
Danielle L. Myers-Noelle, City Attorney

ADDITION TO LICENSED AREA

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: C

License Number:
125450



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 in the name of the applicant of area to be added.
- ✓ • Must include simple hand drawn sketch showing existing licensed area and area to be ADDED, must include outside dimensions in feet (not square feet), show direction North.
DO NOT SEND BLUE PRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS
- ✓ • Check with your local governing body for any additional requirements that may be necessary in making this request for addition
 - Rules & Regulations Chapter 2-012.0712.07 Outdoor area shall mean an outdoor area included in licensed premises, which is used for the service and consumption of alcoholic liquors and which is contained by a permanent fence, wall or other barrier approved by the Commission and shall be in compliance with all building and fire, or other applicable local ordinances

LICENSEE NAME Seven County Spirits LLC

TRADE NAME District Table and Tap

PREMISE ADDRESS 226 W Norfolk Ave

CITY Norfolk ZIP CODE 68701 COUNTY Madison

CONTACT PERSON Andrew McCarthy

PHONE NUMBER OF CONTACT PERSON 402-992-0978

EMAIL ADDRESS OF CONTACT PERSON andrew@districttableandtap.com

Office use only	
PAYMENT TYPE <u>CK 2474</u>	
AMOUNT <u>\$45</u> RCPT	
RECEIVED: <u>4.15.24</u>	
DATE DEPOSITED <u>4.15.24</u>	

1. Will this addition cause 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. What is being added? Explain the type of addition that is being requested, i.e. beer garden, adding to building *if adding an outdoor area permanent fencing is required. Please contact the local governing body for other requirements regarding fencing.

New Kitchen expansion for back half of building next to our current building and front half will be over-flow seating

PROVIDE 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 117 x width 21 in feet

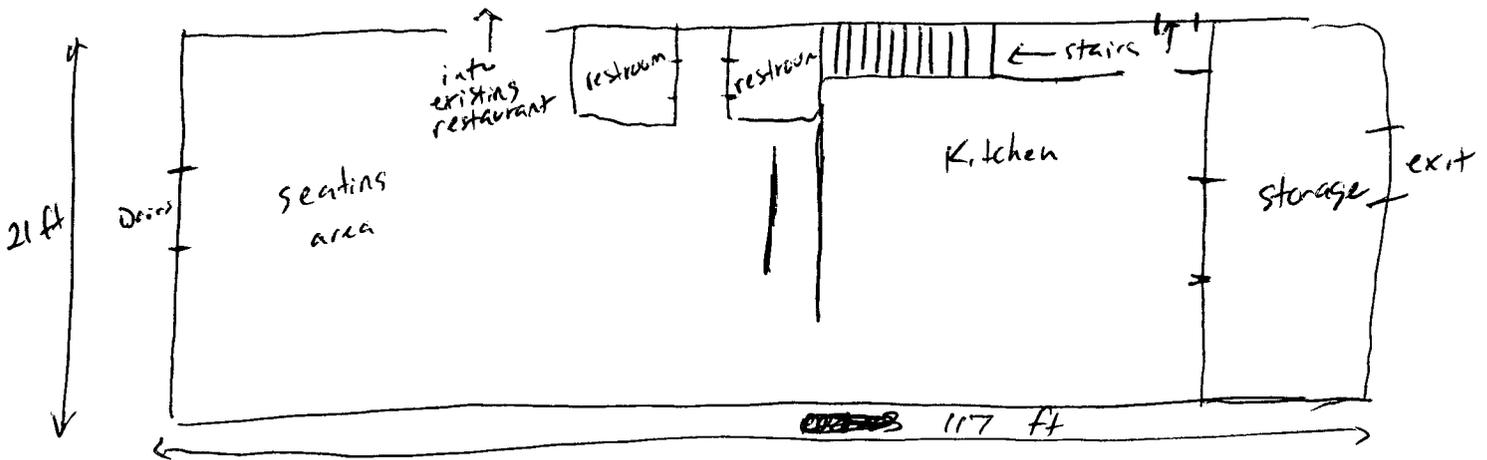
Is there a basement? Yes No If yes, length 18.2 x width 108.3 in feet

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

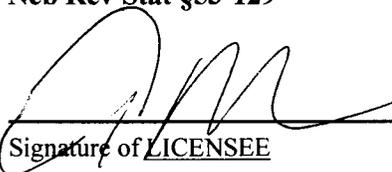
*If adding an outdoor area permanent fencing is required. Please contact the local governing body for other requirements regarding fencing

Number of floors of the building 1

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



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


Signature of LICENSEE

Andrew McCarthy
Printed Name of LICENSEE

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

Special Designated License
Local Recommendation (Form 200)

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

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

CK-078415
Retail License Number or Non-Profit Federal ID #

Consecutive Dates only
Event Date(s): 5/30/24
Event Start Time(s): 4:00 PM
Event End Time(s): 9:00 PM

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: Mid-City Superstore
Event Street Address/City: 1900 Center Dr Norfolk 68701

Indoor area to be licensed in length & width: 69 90

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

Type of Event: Wine & Cordial Tasting Estimate # of attendees: 65

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

Event Contact Name: Jim Rutter Event Contact Phone Number: 402-371-7190

Event Contact Email: jim@jimsfinewine.com

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

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

Local Governing Body completes below:
The local governing body for the City/Village of _____ OR County of _____ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature _____ Date _____

ARTICLE II
QUALIFICATIONS

Section B – Response Time.

Current

Residency within the Norfolk city limits is not a requirement for appointment and continued employment by the City of Norfolk. However, in the best interest of the City, because of specific job functions a time or mileage measure has been established. Those requirements are as follows:

Fire Division Bureau Personnel - 20 mile radius of the city limits and be able to return to work within 45 minutes, unless otherwise directed.

Police Division Personnel - 20 mile radius of the city limits and be able to return to work within 45 minutes, unless otherwise directed.

Draft of Revision per Don Miller and Tim Wragge

Proposed

Fire Division Bureau Personnel - 45 mile radius of the city limits and be able to return to work within 60 minutes, unless otherwise directed.

Police Division Personnel - 30 mile radius of the city limits and be able to return to work within 45 minutes, unless otherwise directed.

ARTICLE IV
APPOINTMENTS

Section G – Probationary Period.

Draft of Revision per Don Miller

Current

To enable the city administrator to exercise the choice in the filling of positions, no appointment, employment, or promotion in any position in the service (entry-level or by promotion) shall be deemed completed until after the expiration of a period of six months probationary service. During the period of probationary service, the city administrator may terminate the employment of the person appointed by him or her if, during the performance test thus afforded and upon an observation or consideration of the performance of duty, the city administrator deems such person unfit or unsatisfactory for service in the position. Said person shall be subject to the same

due process guarantees as a permanently appointed person set forth hereunder. If a person does not satisfactorily complete his or her probationary period, the city administrator may appoint one of the other persons certified by the Commission or proceed as authorized by Section B of this Article.

Proposed

To enable the city administrator to exercise the choice in the filling of positions, no appointment, employment, or promotion in any position in the service (entry-level or by promotion) shall be deemed completed until after the expiration of a **predetermined period of six months** probationary **period. service.** During the period of probationary service, the city administrator may terminate the employment of the person appointed by him or her if, during the performance test thus afforded and upon an observation or consideration of the performance of duty, the city administrator deems such person unfit or unsatisfactory for service in the position. Said person shall be subject to the same due process guarantees as a permanently appointed person set forth hereunder. If a person does not satisfactorily complete his or her probationary period, the city administrator may appoint one of the other persons certified by the Commission or proceed as authorized by Section B of this Article.

The probationary period shall be:

- a. For promotions- 6 months.
- b. For new police officers- 9 months from start date or after successfully completing field training, whichever is later.

CITY OF NORFOLK

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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

(Please type or print clearly) DATE: 04.22.2024
NAME: Liz Lienemann TELEPHONE: 402.336.7268 (H)
ADDRESS: 921 W. Pierce Street, Pierce, NE 68767 402.371.7313 (O)

E-MAIL ADDRESS: llienemann@lenrd.org

OCCUPATION: Communications Specialist - LENRD
(If retired, please indicate former occupation or profession.)

EDUCATION: Associates Degree from NECC; Bachelor's Degree from Wayne State in Communications/PR

PROFESSION AND/OR COMMUNITY ACTIVITIES: Norfolk Noon Optimist Club; Community events hosted by the LENRD

Please return this form to:

Office of the Mayor
309 N 5th Street
Norfolk, NE 68701

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

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

Elizabeth Lienemann

Digitally signed by Elizabeth Lienemann
Date: 2024.04.22 08:08:23 -05'00'

(Signature of Applicant)

CITY OF NORFOLK

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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

(Please type or print clearly)

DATE: 4/22/24

NAME: Keriann Heller

TELEPHONE: 402-750-4476 (H)

ADDRESS: 2203 W. Madison Ave. (O)

E-MAIL ADDRESS: Keriannkdefor1@gmail.com

OCCUPATION: General Manager @ All Restaurant & Lounge
(If retired, please indicate former occupation or profession.)

EDUCATION: AA Degree + Performing Arts / Teaching

PROFESSION AND/OR COMMUNITY ACTIVITIES: Management / Event Planning
member of Nebraska Organizing Project (Norfolk Chapter)

Please return this form to:

Office of the Mayor
309 N 5th Street
Norfolk, NE 68701

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

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

Keriann Heller
(Signature of Applicant)

NATIONAL SKILLED NURSING CARE WEEK PROCLAMATION

- Whereas,* the week of May 12 to May 18, 2024, has been designated as National Skilled Nursing Care Week, an observance that honors the dedicated care provided in skilled nursing centers across the nation; and
- Whereas,* this year’s theme, “Radiant Memories: A Tribute to the Golden Age of Radio,” celebrates the rich tapestry of stories and experiences of those who reside and work within skilled nursing care centers, recalling an era cherished by many of our community’s elders; and
- Whereas,* skilled nursing care providers play a pivotal role in delivering compassionate care to America’s elderly and individuals with disabilities; and
- Whereas,* we acknowledge and celebrate the invaluable contributions of skilled nursing care centers and their staff to the lives of residents and their families.

NOW, THEREFORE, I, Josh Moenning, Mayor of the City of Norfolk, Nebraska, by the power vested in me, do hereby proclaim May 12 - 18, 2024, as:

“National Skilled Nursing Care Week”

in the City of Norfolk and encourage all citizens to recognize and participate in National Skilled Nursing Care Week activities and events. This week serves as a testament to the essential role that skilled nursing care plays in our communities and in the lives of many individuals and their families.

May 6, 2024

Mayor

SEAL

PROCLAMATION
NATIONAL POLICE WEEK
May 12-18, 2024

WHEREAS, in 1962 President Kennedy proclaimed May 15th as National Peace Officers Memorial Day and the calendar week in which May 15th falls as National Police Week. Established by a joint resolution of Congress in 1962, National Police Week pays special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others; and

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Norfolk Police Division; and

WHEREAS, the Norfolk Police Division plays an essential role in safeguarding the rights, freedoms and property of all members of the community; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the Norfolk Police Division unceasingly provide this vital public service.

NOW, THEREFORE, BE IT RESOLVED that I, Josh Moenning, Mayor of the City of Norfolk, Nebraska, on behalf of our citizens, declare the week of May 12th to May 18th, 2024 to be Police Week in the City of Norfolk and May 15th as Peace Officers' Memorial Day in honor of law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community, or have become disabled in the performance of duty, and to let us recognize and pay respect to the survivors of our fallen heroes.

BE IT FURTHER RESOLVED that I and the Norfolk City Council call upon all citizens to join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their calling, have rendered a dedicated service to their community and have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens. We publicly salute the service of law enforcement officers in our community and communities across the nation.

Mayor Josh Moenning

May 6, 2024

ORDINANCE NO. 5874

AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA TO AMEND SECTIONS 6-18 AND 6-162 OF THE OFFICIAL CITY CODE TO ALLOW AN OWNER TO RESTORE A BUILDING OR STRUCTURE FOR WHICH THE COST OF REPAIRS EQUALS OR EXCEEDS 50% OF THE MARKET VALUE OF THE STRUCTURE IF CERTAIN MINIMUM CODE STANDARDS ARE MET; 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 6-18 of the Official City Code be and the same is hereby amended to read as follows:

Sec. 6-18. Additions, insertions and changes.

The following sections of the building code adopted in Section 6-16 are hereby revised as follows:

Section (A) 101.1. Insert: The City of Norfolk, Nebraska.

Section (A) 103.1. Creation of enforcement agency. Amend to read as follows:

The Department of Building Safety is hereby created and the official in charge thereof shall be known as the building official. The terms building official and code official shall be interchangeable as they relate to this code.

Section (A) 104.1. General. Add the following after the last sentence:

The code official shall also be responsible for coordination of street excavation permits and curb grind permits, with approval from the engineering division and street division and for attendance at board of adjustment meetings and all meeting pertinent to this position.

Insert the following after Sec. 104.7:

Section (A) 104.9.1. Payment of fees: The director of planning and development shall keep an accurate account of all fees collected and such collected fees shall be turned in daily to the city clerk.

Section (A) 105.2. Amend item 1, 2, and 4 under “Building” to read as follows:

1. One-story detached accessory structures used as playhouses and similar uses, provided the floor area does not exceed 64 square feet.
2. Fences not over 4 feet high.
4. Retaining walls less than 48" high when measured from the top of the finished grade at base of retaining wall to top of retaining wall unless supporting a surcharge of impounding Class I, II, or IIIA liquids. Retaining walls over 48" above finished grade shall be provided with a guardrail. The guardrail shall be a minimum of 36" high.

Section (A) 107.1. General. Add following sentence to end of Exception:

A plan stamped by a design professional shall not be required for pole/post and beam structures of 2400 square feet or less in R-R, S-R and A zoning district.

Section (A) 107.3.1 Approval of construction documents. Delete this section.

Section 109.2. Schedule of permit fees. Insert the Building Permit Fees as set forth in Section 2-5 of the Norfolk City Code.

Section (A) 111.2 Certificate issued.

After the code official inspects the building or structure and finds no violations of the provisions of this code or other laws that are enforced by the department of building safety, the code official may issue a certificate of occupancy..

Section 114.4. Violation penalties. Amend to read as follows:

Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter or repair a building or structure in violation of an approved plan or directive of the code official or director of planning and development, or of a permit or certificate issued under the provisions of this code, shall be guilty of an offense punishable by a fine of not more than five hundred dollars (\$500.00). Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 115.2. Issuance. Amend to read as follows:

Upon notice from the code official or director of planning and development, work on any building or structure that is being done contrary to the provisions of this code or in a dangerous or unsafe manner shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official or director of planning and development shall not be required to give a written notice prior to stopping the work, however, a written notice as provided for in this section shall be given as soon as practicable following the work stoppage order.

Section 115.3. Unlawful continuance. Amend to read as follows:

Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not more than five hundred dollars (\$500.00).

Section [A] 116.5 Restoration. Delete last sentence. Insert at end "If the code official finds the value of the proposed work equals or exceeds 50 percent of the market value of the building/structure before the improvement or repair is started, the building/structure shall be removed from the property unless the owner can bring the building/structure into compliance with minimum acceptable standards as required by all codes adopted by the Norfolk City Council, as amended, within two (2) years from either 1) the date a building permit is issued, or 2) the date the structure is posted as condemned or unfit for human occupancy by the City of Norfolk, whichever comes first. If the structure has historical or architectural value, the code official may issue permits for repair/rehabilitation."

Section 1510.3 Recovering versus replacement. Add:

4. Architectural laminated asphalt shingles shall not be covered with an additional layer of asphalt shingles

Section 1612.3. Establishment of flood hazard areas. Amend to read as follows:

To establish flood hazard areas, the governing body has adopted flood hazard maps and regulations as set forth in Chapter 27 of the Official Code of the City of Norfolk, Nebraska. The adopted flood hazard maps and supporting data are hereby adopted by reference and declared to be part of this section.

Section 3412.2. Applicability. Insert: October 1, 2017

Adopt Appendix B – Board of Appeals. Amend the following sections to read as follows:

[A] B101.1 Application. Any person directly affected by a decision of the code official and/or director of planning and development or a notice or order issued under this code shall have the

right to appeal to the board of appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. A fee set forth in Section 2-5 of the Norfolk City Code shall accompany each application for appeal to the board of appeals which fee shall be refunded to the applicant in the event the board of appeals finds in favor of the applicant. The applicant shall also pay all publication costs necessitated by the filing of said application as well as all costs associated with arranging for the presence of a court reporter at the hearing and the costs for creating a transcript of the hearing.

[A] B101.2.1 Alternate members. The chief appointing authority shall appoint three alternate members who shall be called by the board chairperson to hear appeals during the absence or disqualification of a member. Alternate members shall possess the qualifications required for board membership and shall be appointed for 5 years, or until a successor has been appointed.

[A] B101.2.2 Qualifications. The board of appeals shall consist of members who are qualified by experience and training to pass on matters pertaining to building construction and are not employees of the jurisdiction.

[A] B101.3 Notice of meeting. The board shall meet upon notice from the chairperson, within 60 days of the filing of an appeal or at stated periodic meetings.

Adopt Appendix F – Rodent Proofing.

Section 2. That Section 6-162 of the Official City Code be and the same is hereby amended to read as follows:

Sec. 6-162. Additions, insertions and changes.

The following sections of the one- and two-family dwelling code adopted in section 6-161 are hereby revised as follows:

Section R101.1: Insert “City of Norfolk”

Section R102.7.1 Insert at end "If the code official finds the value of the proposed work equals or exceeds 50 percent of the market value of the building/structure before the improvement or repair is started, the building/structure shall be removed from the property, unless the owner can bring the building/structure up to minimum acceptable standards as required by all codes adopted by the Norfolk City Council, as amended, within two (2) years from either 1) the date a building permit is issued, or 2) the date the structure is posted as condemned or unfit for human occupancy by the City of Norfolk, whichever comes first. If the structure has historical or architectural value the code official may issue permits for repair/rehabilitation."

Section (A) 103.1 Creation of enforcement agency. Amend to read as follows:

The department of building safety is hereby created and the official in charge thereof shall be known as the *building official*. The terms "*building official*" and "*code official*" shall be interchangeable as they relate to this code.

Section R105.2 Work exempt from permit. Amend to read as follows:

Permits shall not be required for the following. Exemption from the permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction.

1. One-story detached accessory structures, provided the floor area does not exceed 64 square feet.
2. Fences not over 4 feet high.
3. Retaining walls that are not over 4 feet in height measured from the top of finished grade to top of wall.
4. A plan stamped by a design professional shall not be required for pole/post and beam buildings of 2400 square feet or less in R-R, S-R, and A zoning districts.
5. Sidewalks and driveways not more than 30 inches above adjacent grade and not over any basement or story below.
6. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
7. Prefabricated above ground swimming pools.
8. Swings and other playground equipment accessory to a one- or two-family dwelling.
9. Window awnings supported by an exterior wall.
10. Replacement of existing windows with like size windows where no structural alteration is required to affect said change. Window opening size shall not be substantially diminished by replacement and in no instance shall a casement or slider style window be replaced with a double-hung window style, unless minimum egress standard is met.
11. Reroofing permits shall not be required for detached uninhabitable accessory structures.

Section R106.3.1. Approval of construction documents. Delete this section.

Section R108.2 Schedule of permit fees. Add the Building Permit Fees set forth in Section 2-5 of the Norfolk City Code.

Section 110.2 Change in use. Delete this section.

Section 110.3 Certificate Issued. Delete this section.

Section R110.4 Temporary occupancy. Delete this section.

Section R112.1 General. Amend to read as follows:

Any person who is aggrieved by a decision, notice or order of the code official and/or director of planning and development made pursuant to this article may appeal such decision, notice or order to the board of appeals established pursuant to the current building code in force and effect in the jurisdiction of the City of Norfolk, Nebraska. The procedure for said appeal shall be as published in said building code then currently in force and effect.

Section R113.4 Violation penalties. Amend to read as follows:

Any person, firm, or corporation violating any of the provisions of this code shall be guilty of an offense and shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this code is committed, continued or allowed, and upon conviction of any such violation, such person shall be punishable by a fine of not more than five hundred dollars (\$500.00).

Section R114.1 Notice to owner. Amend to read as follows:

Upon notice from the code official or director of planning and development that work on any building or structure is being done contrary to the provisions of this code, such work shall immediately be stopped. The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work; and shall state the conditions under which work will be permitted to be resumed.

Section R202 Definitions. Add definitions of "Crawl Space", "Sleeping Room" and "Building Envelope" as follows:

CRAWL SPACE. An underfloor space that is not a basement. A crawl space shall have a minimum height of 30" from bottom of floor joists to top of concrete floor. Floor shall not be less than 3" thick. Supply and return from HVAC system shall be provided in each crawl space area.

SLEEPING ROOM. Any room in a house that is greater than 70 square feet and has built-in closet space and typically could be used as a bedroom. This does not include rooms used for cooking, eating, family living, gathering, bathrooms, toilet rooms and halls.

BUILDING ENVELOPE. Building sections which separate inside, conditioned spaces from outside air.

Table R301.2(1): Insert the following design criteria information.

Roof Snow Load:	30 lbs. per square foot
Ground Snow Load:	25 lbs. per square foot
Wind Speed:	115 mph

Seismic Design Category:	B
Subject to Damage from Weathering:	Severe
Subject to Damage from Frost Line Depth:	42 inches
Subject to Damage from Termite:	Moderate to Heavy
Subject to Damage from Decay:	None to Slight
Winter Design Temp:	4 Degrees
Flood Hazards:	Not Available

Section R301.5 Table R301.5 Amend all 30 pound live loads to 40 pounds.

Section R302.5.1 Amend. Delete "equipped with a self-closing device."

Secton R302.7 Under-stair protection. Delete this section.

Section R302.12 Draftstopping. Delete this section.

Section R302.12.1 Materials. Delete this section.

Section R302.13 Fire protection of floors. Delete this section.

Section R303.7 Stairway illumination. Amend to read as follows:

All interior and exterior stairways, serving a means of egress, shall be provided with a means to illuminate the stairs, including the landings and treads. Interior stairways shall be provided with an artificial light source located in the immediate vicinity of each landing of the stairway. Exterior stairways shall be provided with an artificial light source located in the immediate vicinity of the top landing of the stairway. Exterior stairways providing access to a basement from the outside grade level shall be provided with an artificial light source located in the immediate vicinity of the bottom landing of the stairway.

Section R305.1 Minimum ceiling height. Amend to read as follows:

Habitable spaces, hallways, corridors, bathrooms, toilet rooms, and laundry room areas shall have a clear ceiling height of not less than 7 feet (2134 mm).

Exceptions:

1. For rooms with sloped ceilings, at least 50 percent of the required floor area of the room must have a ceiling height of at least 7 feet (2134 mm) and no portion of the required floor area may have a ceiling height of less than 5 feet (1524 mm).
2. Bathrooms shall have a minimum ceiling height of 6 feet 8 inches (2032 mm) at the center of the front clearance area for fixtures as shown in Figure R307.1. The ceiling height above fixtures shall be such that the fixture is capable of being used

for its intended purpose. A shower or tub equipped with a showerhead shall have a minimum ceiling height of 6 feet 8 inches (2032 mm) above a minimum area 30 inches (762 mm) by 30 inches (762 mm) at the showerhead.

R305.1.1 Basements. Amend to read as follows:

Residential one- and two-family *basements* built prior to January 1, 2000, which contain *habitable or non-habitable spaces*, hallways, corridors, bathrooms, toilet rooms, and laundry rooms shall have a ceiling height of not less than 6 feet 8 inches (2032 mm). Residential basements built on or after January 1, 2000, with areas shown above in this section, shall have a ceiling height of not less than 7 feet (2134 mm).

Exception: Beams, girders, ducts, or other obstructions may project to within 6 feet 4 inches (1931 mm) of the finished floor.

Section R309.5 Fire Sprinklers. Delete this text. Add "Garages located less than 10 feet from a dwelling unit on the same lot shall be protected with not less than 5/8" gypsum board applied to the interior and exterior walls.

Section R311.7.5.1 Risers. Add Exception: 1. Secondary stairways serving only storage and utility areas need not comply with rise height and tread depth.

Section R311.7.8.1 Height. Handrail height, measured vertically from the sloped plane adjoining the tread nosing, or finish surface of ramp slope, shall not be less than 30 inches and or more than 38 inches.

Section R313 Automatic Fire Sprinkler Systems. Delete this section.

Section R314.2.2 Alterations, repairs and additions. Delete text and exceptions. Replace with "All dwelling units shall have operational interconnected smoke detectors. Smoke detectors shall be located as required by Section R314.3."

Section R317.1.(1) Amend to "Wood joists or the bottom of a wood structural floor where closer than 30" to the top of the concrete crawl space floor."

Section R402.2 Concrete. Add the following sentence:

Garage floors and driveways or unreinforced concrete shall be a minimum of 5" thick. Reinforced concrete shall be a minimum of 4" thick.

Section R403.1.1 Minimum size. Add "Spread footings shall not be less than 16" wide or less than 8" thick with 2 courses of 1/2" rebar."

Section R403.1.4.1 Frost Protection. Amend exceptions to read as follows:

Exception:

1. Accessory buildings less than one hundred eighty (180) square feet shall not be required to be constructed with footings which extend below frost line. Concrete for slab on grade shall be a minimum of four (4) inches thick and a grid work of number 4 rebar four (4) foot on center.

Section R502.3 Allowable joist spans. Amend to read as follows:

Spans for floor joists shall be in accordance with Table R502.3.1(2). For other grades and species and for other loading conditions, refer to the AF & PA Span Tables for Joists and Rafters.

Section R502.3.1 Sleeping areas and attic joists. Delete this section.

Table R502.3.1(1) Floor Joist Spans For Common Lumber Species. Delete this table.

Section R502.3.2 Other floor joists. Amend to read as follows:

Table R502.3.1(2) shall be utilized to determine the maximum allowable span of floor joists that support all areas of the building, provided that the design live load does not exceed 40 psf and the design dead load does not exceed 10 psf.

Section R506.2.3 Vapor retarder. Delete this section.

Section R802.4.1 Rafter size. Add "Rafter sizes of less than 2" x 6" shall not be permitted."

Section R908.3.1.1 Roof recover not allowed. Add:

4. Architectural laminated asphalt shingles shall not be covered by an additional layer of asphalt shingles.

Chapter 11: Remove this chapter from the one- and two- family dwelling code, however retain the language therefrom and adopt it as Appendix R with the following notation:

“[This appendix is informative and is not part of the code and words or phrases that indicate mandatory action (i.e. “shall”) in this Appendix R shall be read and construed as words or phrases that indicate recommended action (i.e. “should”).”

Section M1305.1 Appliance access for inspection service, repair and replacement. Amend. Add after last sentence: "Mechanical rooms containing two or more appliances shall not be less than 40 square feet in area nor less than 4 feet in width or depth.

Section M1502.4.1 Add after ... (No. 28 gauge): "or material as approved by code official".

Section M1502.4.4.1 After last sentence add: "Dryer vent length shall not exceed rated length of dryer manufacturer".

Section P2603.5.1 Sewer depth. Insert "48" inches in two locations.

Section P2904 Dwelling Unit Fire Sprinkler Systems. Delete this section.

Adopt Appendix F - Radon Control Methods.

Section AF103.1 General. Amend. Add after last sentence: "Alternative system designs may be installed when approved by the code official".

Section AF103.8.1 Vent fan location. The vent fan shall be located within three feet of attic access opening.

- 1) Exception: An elevated walkway above insulation is provided from attic access to vent piping. Walkway shall be elevated a minimum of 30" above bottom of ceiling joists and a minimum of 30" below bottom of rafters. Walkway shall be a minimum of 24" wide.
- 2) Exception: Attic access and radon vent are both located within the garage footprint. Radon vent shall be exposed within the garage and within 6 feet of an electrical outlet.

Adopt Appendix G – Swimming Pools, Spas, and Hot Tubs.

Adopt Appendix Q - Tiny Houses.

Delete AF103.3 Soil-gas-retarder.

Delete AF103.5.2 Soil-gas-retarder.

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

PASSED AND APPROVED this _____ day of _____, 2024.

ATTEST:

Brianna Duerst, City Clerk

Josh Moenning, Mayor

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

ORDINANCE NO. 5877

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 C-3 (Service Central District) zoning on the following described real estate:

Lot Two (2), Dollar General Addition to the City of Norfolk, Madison County, Nebraska LESS A tract of land located in Lot 2, of Dollar General Addition to the City of Norfolk, Madison County, Nebraska being more particularly described as follows: Commencing at the Southwest Corner of the Southwest Quarter of Section 23, Township 24 North, Range 01 West of the 6th P.M., thence N01°53'10"W (assumed bearing) on the West line of said Southwest Quarter, 123.64 feet; thence N88°06'50"E perpendicular to said West line, 33.00 feet to the Southwest corner of said Lot 2 and the point of beginning; thence N01°53'10"W parallel with and 33.00 feet distant from the West line of said Southwest Quarter on the West line of said Lot 2, 342.12 feet to the Northwest corner of said Lot 2; thence N86°38'23"E on the North line of said Lot 2, 31.00 feet; thence S01°53'18"E, 82.00 feet; thence S88°06'42"W, 17.43 feet; thence S03°49'29"E, 110.17 feet to a point of curvature; thence Southeasterly on a 2995.33 foot radius curve to the right, an arc distance of 100.60 feet, the chord of said curve bears S02°51'45"E, 100.60 feet; thence N88°05'59"E, 7.13 feet; thence S00°07'41"E, 50.00 feet to the South line of said Lot 2; thence S87°31'00"W on said South line, 24.61 feet to the point of beginning, containing 7352 SQ. ft., 5261 SQ. ft., of that being previously acquired ROW Easement recorded in M96-5, Page 904-911, and 216 SQ. ft., of that being previously acquired ROW Easement per Dollar General Addition Plat recorded in Plat Cabinet 6, Page 118A at the Madison County Recorder's Office.

is hereby changed to C-2 (Central Commercial 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 Moening, Mayor

ATTEST:

Brianna Duerst, City Clerk

(SEAL)

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

Date of Issuance: _____ Effective Date: **May 6, 2024**
 Owner: **City of Norfolk, NE** Owner's Contract No.: _____
 Contractor: **Elkhorn Paving Construction Co., Inc.** Contractor's Project No.: _____
 Engineer: _____ Engineer's Project No.: _____

Project: **Concrete Improvements FY 2022-2023** Contract Name: **Concrete Improvements FY 2022-2023**

The Contract is modified as follows upon execution of this Change Order:
 Description: **Balance to final quantities.**

Attachments: See spreadsheet

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>630,859.90</u>	Original Contract Times: <u>Golf View on or Before Sept. 30, 2023 All</u> Substantial Completion: <u>1t Street from Benjamin Ave Past</u> Ready for Final Payment: <u>July 1, 2024</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : \$ <u>628,414.00</u>	[Increase] [Decrease] from previously approved Change Orders No. to No. ____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>1,259,273.90</u>	Contract Times prior to this Change Order: Substantial Completion: <u>NA</u> Ready for Final Payment: <u>July 1, 2024</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>(1,834.34)</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order: \$ <u>1,257,439.56</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>NA</u> Ready for Final Payment: <u>July 1, 2024</u> days or dates

RECOMMENDED: By: Anna Allen Engineer (if required) Title: Assistant City Engineer Date: 4-19-24

ACCEPTED: By: _____ Owner (Authorized Signature) Title: _____ Date: _____

ACCEPTED: By: Monte Ruelens Contractor (Authorized Signature) Title: VP Date: 4-15-24

Approved by Funding Agency (if applicable)
 By: _____ Title: _____
 Date: _____

Change Order Estimate

Project Name: Concrete Improvements FY 2022-2023		Project Number:							
Owner: City of Norfolk, NE		Change Order Number: 3F							
Contractor: Elkhorn Paving Construction Co., Inc.		Effective Date: May 6, 2024							
Item				Current Contract Items		Change Order Information		Revised Contract Items	
Bid Item No.	Description	Unit Price	Unit	Original Item Quantity (+ previous CO's)	Original Item Value (+ previous CO's)	Item Quantity (current CO)	Total Increase/Decrease of Item (\$)	New Item Quantity (w/ current CO)	New Item Value (\$)
Bid Section A - Golfview Drive									
A.01	Mobilization	\$10,000.00	L.S.	1	\$10,000.00		\$0.00	1	\$10,000.00
A.02	Sawing, Type "B" (6" Pavement)	\$8.50	L.F.	4096	\$34,816.00	-228	(\$1,938.00)	3868	\$32,878.00
A.03	Sawing, Type "C" (4" Sidewalk and Driveway)	\$8.50	L.F.	77	\$654.50	-77	(\$654.50)	0	\$0.00
A.04	Concrete Pavement Repair Type "A"	\$236.00	S.Y.	102.2	\$24,119.20	20.47	\$4,830.92	122.67	\$28,950.12
A.05	Concrete Pavement Repair Type "B"	\$135.00	S.Y.	198.4	\$26,784.00	3.65	\$492.75	202.05	\$27,276.75
A.06	Concrete Pavement Repair Type "C"	\$135.00	S.Y.	1300.8	\$175,608.00	268.52	\$36,250.20	1569.32	\$211,858.20
A.07	Crushed Concrete Foundation	\$9.00	S.Y.	1499.2	\$13,492.80	272.17	\$2,449.53	1771.37	\$15,942.33
A.08	Geogrid	\$5.50	S.Y.	1300.8	\$7,154.40	268.52	\$1,476.86	1569.32	\$8,631.26
A.09	Adjust Manhole to Grade	\$350.00	Each	8	\$2,800.00	-3	(\$1,050.00)	5	\$1,750.00
A.10	Adjust Valve Box to Grade	\$0.00	Each	0	\$0.00		\$0.00	0	\$0.00
A.11	Remove and Reset Mailbox	\$100.00	Each	9	\$900.00	-9	(\$900.00)	0	\$0.00
A.12	Repair Private Sprinkler Head	\$25.00	Each	50	\$1,250.00	-42	(\$1,050.00)	8	\$200.00
A.13	Concrete Driveway and Sidewalk	\$95.00	S.Y.	13.3	\$1,263.50	-13.3	(\$1,263.50)	0	\$0.00
A.14	Detectable Warning Panels	\$52.00	S.F.	16	\$832.00		\$0.00	16	\$832.00
A.15	Inlet Protection	\$150.00	Each	5	\$750.00		\$0.00	5	\$750.00
A.16	Excavation (Established Quantity)	\$20.00	CY	249.9	\$4,998.00	44.1	\$882.00	294	\$5,880.00
A.17	Traffic Control for Construction	\$2,500.00	L.S.	1	\$2,500.00		\$0.00	1	\$2,500.00
A.18	Seeding	\$3,000.00	L.S.	1	\$3,000.00		\$0.00	1	\$3,000.00
Subtotal Bid Section A					\$310,922.40		\$39,526.26		\$350,448.66
Bid Section B - Center Drive from Market Lane to Michigan Avenue									
B.1	Mobilization	\$4,500.00	L.S.	1	\$4,500.00	-1	(\$4,500.00)	0	\$0.00
B.2	Sawing, Type "B" (6" Pavement)	\$8.50	L.F.	1241	\$10,548.50	-1,241	(\$10,548.50)	0	\$0.00
B.3	Sawing, Type "C" (4" Sidewalk and Driveway)	\$8.50	L.F.	80	\$680.00	-80	(\$680.00)	0	\$0.00
B.4	Concrete Pavement Repair Type "A"	\$236.00	S.Y.	8	\$1,888.00	-8	(\$1,888.00)	0	\$0.00
B.5	Concrete Pavement Repair Type "B"	\$135.00	S.Y.	39.8	\$5,373.00	-39.8	(\$5,373.00)	0	\$0.00
B.6	Concrete Pavement Repair Type "C"	\$135.00	S.Y.	707.3	\$95,485.50	-707.3	(\$95,485.50)	0	\$0.00
B.7	Crushed Concrete Foundation	\$9.00	S.Y.	747.1	\$6,723.90	-747.1	(\$6,723.90)	0	\$0.00
B.8	Geogrid	\$3.50	S.Y.	707.3	\$2,475.55	-707.3	(\$2,475.55)	0	\$0.00
B.9	Adjust Manhole to Grade	\$350.00	Each	1	\$350.00	-1	(\$350.00)	0	\$0.00
B.10	Adjust Valve Box to Grade		Each	0	\$0.00		\$0.00	0	\$0.00
B.11	Remove and Reset Mailbox		Each	0	\$0.00		\$0.00	0	\$0.00
B.12	Repair Private Sprinkler Head		Each	0	\$0.00		\$0.00	0	\$0.00
B.13	Concrete Driveway and Sidewalk	\$95.00	S.Y.	13.3	\$1,263.50	-13.3	(\$1,263.50)	0	\$0.00
B.14	Detectable Warning Panels	\$52.00	S.F.	16	\$832.00	-16	(\$832.00)	0	\$0.00
B.15	Inlet Protection	\$150.00	Each	5	\$750.00	-5	(\$750.00)	0	\$0.00
B.16	Excavation (Established Quantity)	\$20.00	C.Y.	124.5	\$2,490.00	-124.5	(\$2,490.00)	0	\$0.00
B.17	Traffic Control for Construction	\$1,000.00	L.S.	1	\$1,000.00	-1	(\$1,000.00)	0	\$0.00
B.18	Seeding	\$750.00	L.S.	1	\$750.00	-1	(\$750.00)	0	\$0.00
Subtotal Section B					\$135,109.95		-\$135,109.95		\$0.00
Bid Section C - 10th Street and Ann Avenue									
C.1	Mobilization	\$4,000.00	L.S.	1	\$4,000.00		\$0.00	1	\$4,000.00
C.2	Sawing, Type "B" (6" Pavement)	\$8.50	L.F.	590	\$5,015.00	221	\$1,878.50	811	\$6,893.50
C.3	Sawing, Type "C" (4" Sidewalk and Driveway)	\$8.50	L.F.	100	\$850.00		\$0.00	100	\$850.00

Bid Item No.	Item Description	Unit Price	Unit	Current Contract Items		Change Order Information		Revised Contract Items	
				Original Item Quantity (+ previous CO's)	Original Item Value (+ previous CO's)	Item Quantity (current CO)	Total Increase/Decrease of Item (\$)	New Item Quantity (w/ current CO)	New Item Value (\$)
C.4	Concrete Pavement Repair Type "A"	\$236.00	S.Y.	2.9	\$684.40	4.5	\$1,062.00	7.4	\$1,746.40
C.5	Concrete Pavement Repair Type "B"	\$135.00	S.Y.	7.1	\$958.50		\$0.00	7.1	\$958.50
C.6	Concrete Pavement Repair Type "C"	\$135.00	S.Y.	667.8	\$90,153.00	306.2	\$41,337.00	974	\$131,490.00
C.7	Crushed Concrete Foundation	\$9.00	S.Y.	674.9	\$6,074.10	299.10	\$2,691.90	974	\$8,766.00
C.8	Geogrid	\$3.50	S.Y.	667.8	\$2,337.30	306.2	\$1,071.70	974	\$3,409.00
C.9	Adjust Manhole to Grade	\$350.00	Each	1	\$350.00	1	\$350.00	2	\$700.00
C.10	Adjust Valve Box to Grade		Each	0	\$0.00		\$0.00	0	\$0.00
C.11	Remove and Reset Mailbox	\$100.00	Each	2	\$200.00		\$0.00	2	\$200.00
C.12	Repair Private Sprinkler Head		Each	0	\$0.00		\$0.00	0	\$0.00
C.13	Concrete Driveway and Sidewalk		S.Y.	0	\$0.00		\$0.00	0	\$0.00
C.14	Detectable Warning Panels		S.F.	0	\$0.00		\$0.00	0	\$0.00
C.15	Inlet Protection	\$150.00	Each	3	\$450.00		\$0.00	3	\$450.00
C.16	Excavation (Established Quantity)	\$20.00	C.Y.	112.5	\$2,250.00	51.5	\$1,030.00	164	\$3,280.00
C.17	Traffic Control for Construction	\$750.00	L.S.	1	\$750.00		\$0.00	1	\$750.00
C.18	Seeding	\$1,000.00	L.S.	1	\$1,000.00		\$0.00	1	\$1,000.00
	Subtotal Section C				\$115,072.30		\$49,421.10		\$164,493.40
	Bid Section D - Darrus Drive								
D.1	Mobilization	\$3,500.00	L.S.	1	\$3,500.00		\$0.00	1	\$3,500.00
D.2	Sawing, Type "B" (6" Pavement)	\$8.50	L.F.	213	\$1,810.50	175.0	\$1,487.50	388	\$3,298.00
D.3	Sawing, Type "C" (4" Sidewalk and Driveway)	\$8.50	L.F.	40	\$340.00	-40	(\$340.00)	0	\$0.00
D.4	Concrete Pavement Repair Type "A"		S.Y.	0	\$0.00		\$0.00	0	\$0.00
D.5	Concrete Pavement Repair Type "B"		S.Y.	0	\$0.00		\$0.00	0	\$0.00
D.6	Concrete Pavement Repair Type "C"	\$135.00	S.Y.	408.1	\$55,093.50	47.9	\$6,466.50	456	\$61,560.00
D.7	Crushed Concrete Foundation	\$9.00	S.Y.	408.1	\$3,672.90	47.9	\$431.10	456	\$4,104.00
D.8	Geogrid	\$3.50	S.Y.	408.1	\$1,428.35	47.9	\$167.65	456	\$1,596.00
D.9	Adjust Manhole to Grade		Each	0	\$0.00		\$0.00	0	\$0.00
D.10	Adjust Valve Box to Grade		Each	0	\$0.00		\$0.00	0	\$0.00
D.11	Remove and Reset Mailbox	\$100.00	Each	3	\$300.00	-1	(\$100.00)	2	\$200.00
D.12	Repair Private Sprinkler Head	\$25.00	Each	10	\$250.00	-10	(\$250.00)	0	\$0.00
D.13	Concrete Driveway and Sidewalk		S.Y.	0	\$0.00		\$0.00	0	\$0.00
D.14	Detectable Warning Panels		S.F.	0	\$0.00		\$0.00	0	\$0.00
D.15	Inlet Protection		Each	0	\$0.00		\$0.00	0	\$0.00
D.16	Excavation (Established Quantity)	\$20.00	C.Y.	68	\$1,360.00	8	\$160.00	76	\$1,520.00
D.17	Traffic Control for Construction	\$500.00	L.S.	1	\$500.00		\$0.00	1	\$500.00
D.18	Seeding	\$1,500.00	L.S.	1	\$1,500.00		\$0.00	1	\$1,500.00
	Subtotal Section D				\$69,755.25		\$8,022.75		\$77,778.00
	Bid Section E - 1st Street (Nebraska Ave to Benjamin Ave)								
E.01	Mobilization	\$10,000.00	L.S.	1	\$10,000.00	0	\$0.00	1	\$10,000.00
E.02	Sawing, (9" Pavement)	\$8.50	L.F.	8000	\$68,000.00	-1291	(\$10,973.50)	6709	\$57,026.50
E.03	Sawing, (Sidewalk and Driveway)	\$8.50	L.F.	0	\$0.00	15	\$127.50	15	\$127.50
E.06	Concrete Pavement Repair 9" PCCP	\$147.00	S.Y.	3089	\$454,083.00	311	\$45,717.00	3400	\$499,800.00
E.07	8 Inch Crushed Concrete Foundation	\$9.00	S.Y.	3089	\$27,801.00	311	\$2,799.00	3400	\$30,600.00
E.08	Geogrid	\$5.50	S.Y.	2750	\$15,125.00	427	\$2,348.50	3177	\$17,473.50
E.09	Adjust Manhole to Grade	\$350.00	Each	8	\$2,800.00	-4	(\$1,400.00)	4	\$1,400.00
E.10	Adjust Valve Box to Grade	\$100.00	Each	2	\$200.00	-2	(\$200.00)	0	\$0.00
E.11	Remove and Reset Mailbox	\$100.00	Each	0	\$0.00	0	\$0.00	0	\$0.00
E.12	Repair Private Sprinkler Head	\$25.00	Each	0	\$0.00	4	\$100.00	4	\$100.00
E.13	Concrete Driveway and Sidewalk	\$95.00	S.Y.	48	\$4,560.00	-45	(\$4,275.00)	3	\$285.00
E.14	Detectable Warning Panels	\$52.00	S.F.	0	\$0.00	16	\$832.00	16	\$832.00
E.15	Inlet Protection	\$150.00	Each	15	\$2,250.00	-1	(\$150.00)	14	\$2,100.00
E.16	Excavation (Established Quantity)	\$20.00	CY	690	\$13,800.00	69	\$1,380.00	759	\$15,180.00
E.17	Traffic Control for Construction	\$0.00	L.S.	0	\$0.00	0	\$0.00	0	\$0.00

Item		Current Contract Items				Change Order Information		Revised Contract Items	
Bid Item No.	Description	Unit Price	Unit	Original Item Quantity (+ previous CO's)	Original Item Value (+ previous CO's)	Item Quantity (current CO)	Total Increase/Decrease of Item (\$)	New Item Quantity (w/ current CO)	New Item Value (\$)
E.18	Seeding Owner Furnish	\$0.00	L.S.	0	\$0.00	0	\$0.00	0	\$0.00
E.19	Box Culvert	\$505.00	S.Y.	59	\$29,795.00	0	\$0.00	59	\$29,795.00
Subtotal Bid Section E					\$628,414.00		\$36,305.50		\$664,719.50

Date of Issuance: **May 1, 2024** Effective Date: **May 1, 2024**
 Owner: **City of Norfolk, NE** Owner's Contract No.:
 Contractor: **A & R Construction Co.** Contractor's Project No.:
 Engineer: Engineer's Project No.:
 Project: **Norfolk Levee Trail Connection of Norfolk Avenue Project** Contract Name: **Norfolk Levee Trail Connection of Norfolk Avenue Project**

The Contract is modified as follows upon execution of this Change Order:
 Description: **Balance to actual quantities.**

Attachments: See spreadsheet

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>134,760.27</u>	Original Contract Times: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>May 1, 2024</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ <u>0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>134,760.27</u>	Contract Times prior to this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>May 1, 2024</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>(1,184.47)</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order: \$ <u>133,575.80</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>May 1, 2024</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>Cara Allen</u> By: _____ By: <u>Sheryl Prince</u>	Engineer (if required)	Owner (Authorized Signature)
Title: <u>Assistant City Engineer</u>	Title: _____	Title: <u>Secretary</u>
Date: <u>4-18-24</u>	Date: _____	Date: <u>4-17-24</u>

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____

Change Order Estimate

Project Name: Norfolk Levee Trail Connection of Norfolk Avenue Project		Project Number:							
Owner: City of Norfolk, NE		Change Order Number: 1F							
Contractor: A & R Construction Co.		Effective Date: 5/1/2024							
Item				Current Contract Items		Change Order Information		Revised Contract Items	
Bid Item No.	Description	Unit Price	Unit	Original Item Quantity (+ previous CO's)	Original Item Value (+ previous CO's)	Item Quantity (current CO)	Total Increase/Decrease of Item (\$)	New Item Quantity (w/ current CO)	New Item Value (\$)
1	Mobilization	\$3,200.00	LS	1	\$3,200.00		\$0.00	1	\$3,200.00
2	Excavation, Established Quantity	\$27.00	CY	27.5	\$742.50		\$0.00		\$742.50
3	Excavation, Borrow	\$18.33	CY	1189.1	\$21,796.20		\$0.00		\$21,796.20
4	Concrete Bikeway 6"	\$8.66	SF	6301	\$54,566.66	-304	(\$2,632.64)		\$51,934.02
5	Subgrade Preparation	\$3.00	SY	700	\$2,100.00	-40	(\$120.00)		\$1,980.00
6	Remove Pavement and Sidewalk	\$12.00	SY	127	\$1,524.00		\$0.00		\$1,524.00
7	Remove RCP Storm Sewer Pipe	\$12.00	LF	17	\$204.00		\$0.00		\$204.00
8	Remove 24" RCP Flared End Section	\$250.00	Each	2	\$500.00		\$0.00		\$500.00
9	Remove and Replace Existing Concrete Curb and Gutter	\$42.14	LF	62	\$2,612.68		\$0.00		\$2,612.68
10	Remove and Salvage Sign	\$100.00	Each	1	\$100.00		\$0.00		\$100.00
11	Seeding, Fertilizer, and Mulch	\$11,000.00	ACRE	0.374	\$4,114.00		\$0.00		\$4,114.00
12	Concrete Driveway 7"	\$58.33	SY	127	\$7,407.91	17	\$991.61		\$8,399.52
13	Detectable Warning Panel	\$50.00	SF	55	\$2,750.00	9	\$450.00		\$3,200.00
14	Concrete Collar	\$400.00	Each	1	\$400.00		\$0.00	1	\$400.00
15	24" RCP, Class III	\$77.16	LF	217	\$16,743.72		\$0.00	217	\$16,743.72
16	Area Inlet, Storm Junction Structure	\$4,800.00	Each	1	\$4,800.00		\$0.00	1	\$4,800.00
17	Silt Fence, High Porosity	\$4.00	LF	402	\$1,608.00		\$0.00	402	\$1,608.00
18	Curb Inlet Filter	\$190.00	Each	2	\$380.00		\$0.00	2	\$380.00
19	Traffic Control for Construction	\$1,500.00	LS	1	\$1,500.00		\$0.00	1	\$1,500.00
20	Salvaging & Placing Topsoil	\$2.00	SY	1810	\$3,620.00		\$0.00	1810	\$3,620.00
21	Erosion Control, Class 1D	\$2.26	SY	1810	\$4,090.60	56	\$126.56	1866	\$4,217.16
							(\$1,184.47)		

Date of Issuance: _____ Effective Date: **May 6, 2024**
 Owner: **City of Norfolk, NE** Owner's Contract No.: _____
 Contractor: **Rutjens Construction, Inc.** Contractor's Project No.: _____
 Engineer: **McLaury** Engineer's Project No.: _____
Water Extension District No. 129 (N.
 Project: **Highway 81)** Contract Name: **Water Extension District No. 129 (N. Highway 81)**

The Contract is modified as follows upon execution of this Change Order:
 Description: **Balance to final quantities.**

Attachments: See spreadsheet

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>320,035.00</u>	Original Contract Times: _____ Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>Schedule A&B May 15, 2024;</u> <u>Remainder June 15, 2024</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ <u>0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>320,035.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ <u>(11,350.00)</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order: \$ <u>308,685.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>N/A</u> Ready for Final Payment: _____ days or dates

RECOMMENDED: _____ ACCEPTED: _____
 By: [Signature] By: _____ By: [Signature]
 Engineer (if required) Owner (Authorized Signature) Contractor (Authorized Signature)
 Title: City Engineer Title: _____ Title: V. PASTOR
 Date: 4/23/24 Date: _____ Date: 4/19/24

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____

Change Order Estimate

Project Name: Water Extension Distriict No. 129 (N. Highway 81)		Project Number:							
Owner: City of Norfolk, NE		Change Order Number: 1F							
Contractor: Rutjens Construction, Inc.		Effective Date: 5/6/2024							
Item				Current Contract Items		Change Order Information		Revised Contract Items	
Bid Item No.	Description	Unit Price	Unit	Original Item Quantity (+ previous CO's)	Original Item Value (+ previous CO's)	Item Quantity (current CO)	Total Increase/Decrease of Item (\$)	New Item Quantity (w/ current CO)	New Item Value (\$)
Schedule A- Utilities									
1	Mobilization	\$12,000.00	LS	1	\$12,000.00		\$0.00	1	\$12,000.00
2	8" DIP Watermain	\$71.00	LF	1,310.0	\$93,010.00		\$0.00	1310	\$93,010.00
3	8" RJ DIP Watermain	\$82.00	LF	402.0	\$32,964.00		\$0.00	402	\$32,964.00
4	6" DIP Watermain	\$62.00	LF	108.0	\$6,696.00		\$0.00	108	\$6,696.00
5	6" RJ DIP Watermain	\$85.00	LF	167.0	\$14,195.00		\$0.00	167	\$14,195.00
6	1" Water Service	\$1,955.00	EA	4.0	\$7,820.00		\$0.00	4	\$7,820.00
7	2" Water Service	\$3,235.00	EA	2.0	\$6,470.00	-1	(\$3,235.00)	1	\$3,235.00
8	6" Water Service	\$3,255.00	EA	1.0	\$3,255.00		\$0.00	1	\$3,255.00
9	8" DIP 11.25 Bends	\$775.00	EA	3.0	\$2,325.00	-3	(\$2,325.00)	0	\$0.00
10	8" DIP 45 Bends	\$765.00	EA	2.0	\$1,530.00	-2	(\$1,530.00)	0	\$0.00
11	8" Gate Valve	\$2,581.00	EA	4.0	\$10,324.00		\$0.00	4	\$10,324.00
12	16" Gate Valve	\$0.00	EA	0.0	\$0.00		\$0.00	0	\$0.00
13	8"x6"x8" Tee	\$906.00	EA	6.0	\$5,436.00		\$0.00	6	\$5,436.00
14	8"x8"x8" Tee	\$929.00	EA	1.0	\$929.00		\$0.00	1	\$929.00
15	16"x8"x16" Tapping Tee	\$5,927.00	EA	1.0	\$5,927.00		\$0.00	1	\$5,927.00
16	Fire Hydrant & 6" Gate Valve	\$5,915.00	EA	5.0	\$29,575.00		\$0.00	5	\$29,575.00
17	Fire Hydrant & 8" Gate Valve	\$6,645.00	EA	1.0	\$6,645.00		\$0.00	1	\$6,645.00
18	6" Doweled Concrete Pavement	\$75.00	SY	100.0	\$7,500.00	-100	(\$7,500.00)	0	\$0.00
19	Horizontal Watermain Boring w/10" Steel Casing	\$230.00	LF	129.0	\$29,670.00		\$0.00	129	\$29,670.00
20	8" Watermain Directional Boring	\$52.00	LF	402.0	\$20,904.00		\$0.00	402	\$20,904.00
21	1" Water Service Boring	\$23.00	LF	140.0	\$3,220.00		\$0.00	140	\$3,220.00
22	6" Gate Valve & Box	\$1,815.00	EA	0.0	\$0.00	1	\$1,815.00	1	\$1,815.00
23	Fire Hydrant Extension	\$1,425.00	EA	0.0	\$0.00	1	\$1,425.00	1	\$1,425.00
Subtotal Schedule A					\$300,395.00				\$289,045.00
Schedule B - Paving									
1	Traffic Control	\$11,500.00	LS	1.0	\$11,500.00		\$0.00	1	\$11,500.00
Subtotal Schedule B					\$11,500.00				\$11,500.00
Schedule C - Erosion Control									
1	Straw Wattles	\$8.00	LF	350.0	\$2,800.00		\$0.00	350	\$2,800.00
2	Seed, Mulching, Fertilizing	\$8,500.00	AC	0.54	\$4,590.00		\$0.00	0.54	\$4,590.00
3	SWPPP Log	\$750.00	LS	1.0	\$750.00		\$0.00	1	\$750.00
Subtotal Schedule C					\$8,140.00				\$8,140.00
							(\$11,350.00)		

Concrete Repair Project 2024
18th Street, Braasch Avenue, 5th Street, East Benjamin Avenue, Benjamin Avenue, Riverside
Boulevard, Taylor Avenue, and Madison Avenue Sidewalk
Bid Tabulation
April 19, 2024 @ 2:00 p.m.

				Elkhorn Paving Const. Co., Inc. 702 W Benjamin Avenue Norfolk, NE 68701	
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
Bid Section A: 18th Street from Pasewalk Avenue to Michigan Avenue					
A.1	Mobilization	1	L.S.	\$10,000.00	\$10,000.00
A.2	Sawing, Type "B" (6" Pavement)	550	L.F.	\$8.50	\$4,675.00
A.3	Sawing, Type "C" (4" Sidewalk and Driveway)	100	L.F.	\$8.50	\$850.00
A.4	Concrete Pavement Repair Type "A"	5	S.Y.	\$236.00	\$1,180.00
A.5	Concrete Pavement Repair Type "B"	16.3	S.Y.	\$135.00	\$2,200.50
A.6	Concrete Pavement Repair Type "C"	151.7	S.Y.	\$135.00	\$20,479.50
A.7	Crushed Concrete Foundation	168	S.Y.	\$9.00	\$1,512.00
A.8	Geogrid	151.7	S.Y.	\$5.50	\$834.35
A.9	8" Non-Doweled Concrete Pavement w/6" Curb	4732.2	S.Y.	\$70.50	\$333,620.10
A.10	9" Foundation Course	4732.2	S.Y.	\$9.00	\$42,589.80
A.11	12" Subgrade Prep	4732.2	S.Y.	\$3.50	\$16,562.70
A.12	Remove Concrete Pavement	4732.2	S.Y.	\$12.00	\$56,786.40
A.13	Reconstruct Inlet Lid	4	Each	\$1,800.00	\$7,200.00
A.14	Adjust Manhole to Grade	1	Each	\$350.00	\$350.00
A.15	Adjust Valve Box to Grade	1	Each	\$250.00	\$250.00
A.16	Remove and Reset Mailbox	1	Each	\$150.00	\$150.00
A.17	Repair Private Sprinkler Head	1	Each	\$30.00	\$30.00
A.18	Concrete Driveway and Sidewalk	219.8	S.Y.	\$95.00	\$20,881.00
A.19	Detectable Warning Panels	96	S.F.	\$52.00	\$4,992.00
A.20	Inlet Protection	13	Each	\$150.00	\$1,950.00
A.21	Excavation (Established Quantity)	817.5	C.Y.	\$20.00	\$16,350.00
A.22	Traffic Control for Construction	1	L.S.	\$3,500.00	\$3,500.00
A.23	Seeding	1	L.S.	\$3,500.00	\$3,500.00
Subtotal Bid Section A: 18th Street from Pasewalk to Michigan					\$550,443.35

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
Bid Section B: Braasch Avenue and 5th Street (7th Street to Prospect Avenue)					
B.1	Mobilization	1	L.S.	\$3,500.00	\$3,500.00
B.2	Sawing, Type "B" (6" Pavement)	965	L.F.	\$8.50	\$8,202.50
B.3	Sawing, Type "C" (4" Sidewalk and Driveway)	8	L.F.	\$8.50	\$68.00
B.4	Concrete Pavement Repair Type "A"	14.1	S.Y.	\$236.00	\$3,327.60
B.5	Concrete Pavement Repair Type "B"	121.1	S.Y.	\$135.00	\$16,348.50
B.6	Concrete Pavement Repair Type "C"	382.8	S.Y.	\$135.00	\$51,678.00
B.7	Crushed Concrete Foundation	503.9	S.Y.	\$9.00	\$4,535.10
B.8	Geogrid	382.8	S.Y.	\$5.50	\$2,105.40
B.9	Adjust Manhole to Grade	3	Each	\$350.00	\$1,050.00
B.10	Adjust Valve Box to Grade	0	Each	\$250.00	\$0.00
B.11	Remove and Reset Mailbox	0	Each	\$150.00	\$0.00
B.12	Repair Private Sprinkler Head	2	Each	\$30.00	\$60.00
B.13	Concrete Driveway and Sidewalk	6	S.Y.	\$95.00	\$570.00
B.14	Detectable Warning Panels	6	S.F.	\$52.00	\$312.00
B.15	Inlet Protection	4	Each	\$150.00	\$600.00
B.16	Excavation (Established Quantity)	86.3	C.Y.	\$20.00	\$1,726.00
B.17	Traffic Control for Construction	1	L.S.	\$2,000.00	\$2,000.00
B.18	Seeding	1	L.S.	\$1,500.00	\$1,500.00
Subtotal Bid Section B: Braasch Avenue and 5th Street					\$97,583.10
Bid Section C: East Benjamin Avenue from 1st Street to Railroad					
C.1	Mobilization	1	L.S.	\$7,500.00	\$7,500.00
C.2	Sawing, Type "B" (6" Pavement)	1410.3	L.F.	\$10.00	\$14,103.00
C.3	Sawing, Type "C" (4" Sidewalk and Driveway)	50	L.F.	\$10.00	\$500.00
C.4	Concrete Pavement Repair Type "A"	1	S.Y.	\$250.00	\$250.00
C.5	Concrete Pavement Repair Type "B"	26.8	S.Y.	\$152.00	\$4,073.60
C.6	Concrete Pavement Repair Type "C"	1383.5	S.Y.	\$152.00	\$210,292.00
C.7	Crushed Concrete Foundation	1410.3	S.Y.	\$9.00	\$12,692.70
C.8	Geogrid	1383.5	S.Y.	\$5.50	\$7,609.25
C.9	Adjust Manhole to Grade	0	Each	\$350.00	\$0.00
C.10	Adjust Valve Box to Grade	0	Each	\$250.00	\$0.00
C.11	Remove and Reset Mailbox	0	Each	\$150.00	\$0.00
C.12	Repair Private Sprinkler Head	0	Each	\$30.00	\$0.00

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
C.13 Concrete Driveway and Sidewalk	12	S.Y.	\$95.00	\$1,140.00
C.14 Detectable Warning Panels	0	S.F.	\$52.00	\$0.00
C.15 Inlet Protection	6	Each	\$150.00	\$900.00
C.16 Excavation (Established Quantity)	235.1	C.Y.	\$20.00	\$4,702.00
C.17 Traffic Control for Construction	1	L.S.	\$3,000.00	\$3,000.00
C.18 Seeding	1	L.S.	\$2,500.00	\$2,500.00
Subtotal Bid Section C: East Benjamin Avenue from 1st Street to Railroad				\$269,262.55

Bid Section D: Benjamin Avenue from 12th Street to 13th Street				
D.1 Mobilization	1	L.S.	\$2,500.00	\$2,500.00
D.2 Sawing, Type "B" (6" Pavement)	595	L.F.	\$10.00	\$5,950.00
D.3 Sawing, Type "C" (4" Sidewalk and Driveway)	70	L.F.	\$10.00	\$700.00
D.4 Concrete Pavement Repair Type "A"	7	S.Y.	\$250.00	\$1,750.00
D.5 Concrete Pavement Repair Type "B"	73.7	S.Y.	\$152.00	\$11,202.40
D.6 Concrete Pavement Repair Type "C"	90.2	S.Y.	\$152.00	\$13,710.40
D.7 Crushed Concrete Foundation	163.9	S.Y.	\$9.00	\$1,475.10 *
D.8 Geogrid	90.2	S.Y.	\$5.50	\$496.10
D.9 Adjust Manhole to Grade	1	Each	\$350.00	\$350.00
D.10 Adjust Valve Box to Grade	0	Each	\$250.00	\$0.00
D.11 Remove and Reset Mailbox	0	Each	\$150.00	\$0.00
D.12 Repair Private Sprinkler Head	0	Each	\$30.00	\$0.00
D.13 Concrete Driveway and Sidewalk	54	S.Y.	\$95.00	\$5,130.00
D.14 Detectable Warning Panels	40	S.F.	\$52.00	\$2,080.00
D.15 Inlet Protection	0	Each	\$150.00	\$0.00
D.16 Excavation (Established Quantity)	28.5	C.Y.	\$20.00	\$570.00
D.17 Traffic Control for Construction	1	L.S.	\$3,500.00	\$3,500.00
D.18 Seeding	1	L.S.	\$1,000.00	\$1,000.00
Subtotal Bid Section D: Benjamin Avenue from 12th Street to 13th Street				\$50,414.00

Bid Section E: Riverside Boulevard south of Benjamin Avenue				
E.1 Mobilization	1	L.S.	\$4,000.00	\$4,000.00
E.2 Sawing, Type "B" (6" Pavement)	595.8	L.F.	\$9.50	\$5,660.10
E.3 Sawing, Type "C" (4" Sidewalk and Driveway)	0	L.F.	\$9.50	\$0.00
E.4 Concrete Pavement Repair Type "A"	0	S.Y.	\$250.00	\$0.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
E.5	Concrete Pavement Repair Type "B"	0	S.Y.	\$152.00	\$0.00
E.6	Concrete Pavement Repair Type "C"	523.9	S.Y.	\$152.00	\$79,632.80
E.7	Crushed Concrete Foundation	523.9	S.Y.	\$9.00	\$4,715.10
E.8	Geogrid	523.9	S.Y.	\$5.50	\$2,881.45
E.9	Adjust Manhole to Grade	1	Each	\$350.00	\$350.00
E.10	Adjust Valve Box to Grade	0	Each	\$250.00	\$0.00
E.11	Remove and Reset Mailbox	0	Each	\$150.00	\$0.00
E.12	Repair Private Sprinkler Head	0	Each	\$30.00	\$0.00
E.13	Concrete Driveway and Sidewalk	0	S.Y.	\$95.00	\$0.00
E.14	Detectable Warning Panels	0	S.F.	\$52.00	\$0.00
E.15	Inlet Protection	1	Each	\$150.00	\$150.00
E.16	Excavation (Established Quantity)	87.3	C.Y.	\$20.00	\$1,746.00
E.17	Traffic Control for Construction	1	L.S.	\$2,500.00	\$2,500.00
E.18	Seeding	1	L.S.	\$2,500.00	\$2,500.00
Subtotal Bid Section E: Riverside Boulevard south of Benjamin Avenue					\$104,135.45
Bid Section F: Taylor Avenue from Pasewalk Avenue to Market Lane					
F.1	Mobilization	1	L.S.	\$8,500.00	\$8,500.00
F.2	Sawing, Type "B" (6" Pavement)	5342.5	L.F.	\$8.50	\$45,411.25
F.3	Sawing, Type "C" (4" Sidewalk and Driveway)	10	L.F.	\$8.50	\$85.00
F.4	Concrete Pavement Repair Type "A"	152.9	S.Y.	\$236.00	\$36,084.40
F.5	Concrete Pavement Repair Type "B"	210.8	S.Y.	\$135.00	\$28,458.00
F.6	Concrete Pavement Repair Type "C"	1749.7	S.Y.	\$135.00	\$236,209.50
F.7	Crushed Concrete Foundation	1960.5	S.Y.	\$9.00	\$17,644.50
F.8	Geogrid	1749.7	S.Y.	\$5.50	\$9,623.35
F.9	Adjust Manhole to Grade	1	Each	\$350.00	\$350.00
F.10	Adjust Valve Box to Grade	2	Each	\$250.00	\$500.00
F.11	Remove and Reset Mailbox	0	Each	\$150.00	\$0.00
F.12	Repair Private Sprinkler Head	10	Each	\$30.00	\$300.00
F.13	Concrete Driveway and Sidewalk	6.7	S.Y.	\$95.00	\$636.50
F.14	Remove and Replace Concrete Flume	150	S.F.	\$25.00	\$3,750.00
F.15	Detectable Warning Panels	6	S.F.	\$52.00	\$312.00
F.16	Inlet Protection	4	Each	\$150.00	\$600.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
F.17	Excavation (Established Quantity)	35.2	C.Y.	\$20.00	\$704.00
F.18	Traffic Control for Construction	1	L.S.	\$3,500.00	\$3,500.00
F.19	Seeding	1	L.S.	\$4,500.00	\$4,500.00
Subtotal Bid Section F: Taylor Avenue from Pasewalk Avenue to Market Lane					\$397,168.50

Bid Section G: Sidewalk on Madison Avenue from 1st Street to 3rd Street (South side)

G.1	Mobilization	1	L.S.	\$1,500.00	\$1,500.00
G.2	Sawing, Type "C" (4" Sidewalk and Driveway)	768	L.F.	\$8.50	\$6,528.00
G.3	Remove Existing Sidewalk	4045	S.F.	\$1.50	\$6,067.50
G.4	5" Concrete Sidewalk	4045	S.F.	\$13.00	\$52,585.00
G.5	Remove and Reset Mailbox	1	Each	\$150.00	\$150.00
G.6	Repair Private Sprinkler Head	0	Each	\$30.00	\$0.00
G.7	Detectable Warning Panels	60	S.F.	\$52.00	\$3,120.00
G.8	Inlet Protection	1	Each	\$150.00	\$150.00
G.9	Traffic Control for Construction	1	L.S.	\$1,500.00	\$1,500.00
G.10	Seeding	1	L.S.	\$1,000.00	\$1,000.00
Subtotal Bid Section G: Sidewalk on Madison Avenue from 1st to 3rd Streets					\$72,600.50

Bid Section H: Center Drive

H.1	Mobilization	1	L.S.	\$2,500.00	\$2,500.00
H.2	Sawing, Type "B" (6" Pavement)	1075	L.F.	\$8.50	\$9,137.50
H.3	Sawing, Type "C" (4" Sidewalk and Driveway)	0	L.F.	\$8.50	\$0.00
H.4	Concrete Pavement Repair Type "A"	8.8	S.Y.	\$250.00	\$2,200.00
H.5	Concrete Pavement Repair Type "B"	45.2	S.Y.	\$152.00	\$6,870.40
H.6	Concrete Pavement Repair Type "C"	424.3	S.Y.	\$152.00	\$64,493.60
H.7	Crushed Concrete Foundation	469.5	S.Y.	\$9.00	\$4,225.50
H.8	Geogrid	424.3	S.Y.	\$5.50	\$2,333.65
H.9	Adjust Manhole to Grade	0	Each	\$350.00	\$0.00
H.10	Adjust Valve Box to Grade	0	Each	\$250.00	\$0.00
H.11	Remove and Reset Mailbox	0	Each	\$150.00	\$0.00
H.12	Repair Private Sprinkler Head	0	Each	\$30.00	\$0.00
H.13	Concrete Driveway and Sidewalk	0	S.Y.	\$95.00	\$0.00
H.14	Detectable Warning Panels	0	S.F.	\$52.00	\$0.00
H.15	Inlet Protection	0	Each	\$150.00	\$0.00
H.16	Excavation (Established Quantity)	79.7	C.Y.	\$20.00	\$1,594.00
H.17	Traffic Control for Construction	1	L.S.	\$2,500.00	\$2,500.00

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
H.18 Seeding	1	L.S.	\$2,500.00	\$2,500.00
Subtotal Bid Section H: Center Drive				\$98,354.65
Bid Section I: Center Drive East				
I.1 Mobilization	1	L.S.	\$7,500.00	\$7,500.00
I.2 Sawing, Type "B" (6" Pavement)	1449	L.F.	\$8.50	\$12,316.50
I.3 Sawing, Type "C" (4" Sidewalk and Driveway)	0	L.F.	\$8.50	\$0.00
I.4 Concrete Pavement Repair Type "A"	0	S.Y.	\$250.00	\$0.00
I.5 Concrete Pavement Repair Type "B"	0	S.Y.	\$152.00	\$0.00
I.6 Concrete Pavement Repair Type "C"	1350.4	S.Y.	\$152.00	\$205,260.80
I.7 Crushed Concrete Foundation	1350.4	S.Y.	\$9.00	\$12,153.60
I.8 Geogrid	1350.4	S.Y.	\$5.50	\$7,427.20
I.9 8" Non-Doweled Concrete Pavement w/6" Curb	310	S.Y.	\$95.00	\$29,450.00
I.10 9" Foundation Course	310	S.Y.	\$12.00	\$3,720.00
I.11 12" Subgrade Prep	310	S.Y.	\$3.50	\$1,085.00
I.12 Remove Concrete Pavement	310	S.Y.	\$12.00	\$3,720.00
I.13 Reconstruct Type 'D' Inlet Lid and Throat	0	Each	\$1,800.00	\$0.00
I.14 Adjust Manhole to Grade	0	Each	\$350.00	\$0.00
I.15 Adjust Valve Box to Grade	0	Each	\$250.00	\$0.00
I.16 Remove and Reset Mailbox	0	Each	\$150.00	\$0.00
I.17 Repair Private Sprinkler Head	1	Each	\$30.00	\$30.00
I.18 Concrete Driveway and Sidewalk	0	S.Y.	\$95.00	\$0.00
I.19 Detectable Warning Panels	0	S.F.	\$52.00	\$0.00
I.20 Inlet Protection	2	Each	\$150.00	\$300.00
I.21 Excavation (Established Quantity)	276.7	C.Y.	\$20.00	\$5,534.00
I.22 Traffic Control for Construction	1	L.S.	\$3,000.00	\$3,000.00
I.23 Seeding	1	L.S.	\$3,000.00	\$3,000.00
Subtotal Bid Section I: Center Drive East				\$294,497.10

Total Bid for Concrete Repair Project 2024 (Sections A thru I)

\$1,934,459.20

*Unit Prices prevail.

Date of Issuance: _____ Effective Date: May 6, 2024
 Owner: City of Norfolk, NE Owner's Contract No.: _____
 Contractor: Bauer Underground, Inc. Contractor's Project No.: _____
 Engineer: _____ Engineer's Project No.: _____

Project: Fiber Optic Project - Benjamin Avenue Contract Name: Fiber Optic Project - Benjamin Avenue

The Contract is modified as follows upon execution of this Change Order:
 Description: See attachment (Sheet A & D) for details.

Attachments: See spreadsheet

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>36,766.00</u>	Original Contract Times: _____ Substantial Completion: <u>November 15, 2021</u> Ready for Final Payment: <u>December 1, 2021</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ <u>0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>36,766.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>November 15, 2021</u> Ready for Final Payment: <u>December 1, 2021</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>605.75</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order: \$ <u>37,371.75</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>November 15, 2021</u> Ready for Final Payment: <u>December 1, 2021</u> days or dates

RECOMMENDED: By: <u>[Signature]</u> Engineer (if required) Title: <u>City Engineer</u> Date: <u>4/25/24</u>	ACCEPTED: By: _____ Owner (Authorized Signature) Title: _____ Date: _____	ACCEPTED: By: <u>[Signature]</u> Contractor (Authorized Signature) Title: <u>President</u> Date: <u>04.30.24</u>
---	---	--

Approved by Funding Agency (if applicable)
 By: _____
 Title: _____

Date: _____

Change Order Estimate

Project Name: Fiber Optic Project - Benjamin Avenue		Project Number: 130003			
Owner: City of Norfolk, NE		Change Order Number: 1F			
Contractor: Bauer Underground Inc.		Effective Date:			
Item		Change Order Information			
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)
2A	Remove installing 12 Fiber from A-7 to A-8A	-285	LF	\$1.70	(\$484.50)
7	Indoor Wall-Mount Closure (M)	-1	LF	\$125.00	(\$125.00)
8	6 Fiber SC/UPC Pigtail / Bulkhead (M)	-1	LF	\$77.00	(\$77.00)
9	Location A-8A Panel Prep (L)	-1	LF	\$120.00	(\$120.00)
10	Location A-8A Splice (L)	-6	LF	\$30.00	(\$180.00)
11	Outdoor Weather Proof Closure	-1	EA	\$125.00	(\$125.00)
24	Location A-7 Splicing - Splice (L)	-11.3	EA	\$30.00	(\$339.00)
28	Install 12 Fiber in Conduit	755	LF	\$1.70	\$1,283.50
29	Outdoor Weather Proof Closure	1	EA	\$125.00	\$125.00
30	Splice Fiber	24	EA	\$30.00	\$720.00
31	Location A-8R Rework, Secure Existing Aerial Cable	1	EA	\$325.00	\$325.00
32	Overhead to Undergrnd Fiber conduit modifications (Sheet A)	-1	LS	\$697.25	(\$697.25)
33	Location A-8R Panel Prep (L)	1	EA	\$120.00	\$120.00
34	Location A-8R Splice (L)	6	EA	\$30.00	\$180.00
Total					\$605.75



Design with Purpose. Build with Confidence.

May 1, 2024

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

RE: Bid Letting Results
Water Main Extension District No. 128 (Norfolk 140)
Schemmer Project No. 09220.001

Dear Mayor and City Council:

Proposals were received at City Hall until 10:00 a.m. on the 30th day of April 2024, for the construction of the above referenced project. Enclosed please find the tabulation sheet of all bids received. Each proposal was accompanied by a duly executed Bid Bond or Certified Check.

After careful consideration and review of the Proposals as submitted, it is our recommendation that the low bid as submitted by Rutjens Construction Inc. in the amount of \$262,702.00 be accepted and awarded.

Upon we will prepare the construction contract, obtain the necessary signatures from the Contractor, and submit the executed contract to you.

Sincerely,

THE SCHEMMER ASSOCIATES INC.

Mainor O. Martinez, P.E.
Civil Engineer

PHONE 402.493.4800
FAX 402.493.7951

1044 North 115th Street, Suite 300
Omaha, Nebraska 68154-4436

Enclosure 33
Page 136 of 199

**Water Main Extension District No. 128
(Norfolk 140)
Bid Tabulation
April 30, 2024 @ 10:00 a.m.**

ITEM	DESCRIPTION	QUANTITY	UNIT	Rutjens Construction Inc. PO Box 99 Tilden, NE 68781		Penro Construction Co., Inc. 810 Industrial Road Pender, NE 68047	
				UNIT COST	TOTAL	UNIT COST	TOTAL
1.	10" Water Main	2250	LF	\$76.00	\$171,000.00	\$79.80	\$179,550.00
2.	7.5' Bury Fire Hydrant Assembly with Auxiliary Valve	5	EA	\$6,100.00	\$30,500.00	\$8,550.00	\$42,750.00
3.	10" x 24" Live Tapping Tee with Valves and Backing Blocks	1	EA	\$8,325.00	\$8,325.00	\$23,500.00	\$23,500.00
4.	10"x10"x10" Tee with Valves and Backing Blocks	2	EA	\$1,338.00	\$2,676.00	\$5,700.00	\$11,400.00
5.	10"x10"x8" Tee with Valves and Backing Blocks	1	EA	\$1,011.00	\$1,011.00	\$4,605.00	\$4,605.00
6.	10"x10"x6" Tee with Valves and Backing Blocks	5	EA	\$918.00	\$4,590.00	\$3,120.00	\$15,600.00
7.	10" Gate Valve	3	EA	\$3,410.00	\$10,230.00	\$3,945.00	\$11,835.00
8.	8"x6" Reducer	1	EA	\$410.00	\$410.00	\$579.00	\$579.00
9.	6" Service and Water Tap	4	EA	\$7,115.00	\$28,460.00	\$7,975.00	\$31,900.00
10.	1" Service Tap and Sample Station	1	EA	\$1,000.00	\$1,000.00	\$4,370.00	\$4,370.00
11.	Dewatering	1,500	LF	\$3.00	\$4,500.00	\$5.35	\$8,025.00
	Total Bid				\$262,702.00		\$334,114.00



Design with Purpose. Build with Confidence.

May 1, 2024

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

RE: Bid Letting Results
Sewer Extension District No. 255 (Norfolk 140)
Schemmer Project No. 09220.001

Dear Mayor and City Council:

Proposals were received at City Hall until 10:30 a.m. on the 30th day of April 2024, for the construction of the above referenced project. Enclosed please find the tabulation sheet of all bids received. Each proposal was accompanied by a duly executed Bid Bond or Certified Check.

After careful consideration and review of the Proposals as submitted, it is our recommendation that the low bid as submitted by Rutjens Construction Inc. in the amount of \$155,910.00 be accepted and awarded.

Upon we will prepare the construction contract, obtain the necessary signatures from the Contractor, and submit the executed contract to you.

Sincerely,

THE SCHEMMER ASSOCIATES INC.

Mainor O. Martinez, P.E.
Civil Engineer

PHONE 402.493.4800

FAX 402.493.7951

1044 North 115th Street, Suite 300
Omaha, Nebraska 68154-4436

Enclosure 34

Page 138 of 199

May 1, 2024

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

RE: Bid Letting Results
Paving District No. 521 (Norfolk 140)
Schemmer Project No. 09220.001

Dear Mayor and City Council:

Proposals were received at City Hall until 11:00 a.m. on the 30th day of April 2024, for the construction of the above referenced project. Enclosed please find the tabulation sheet of all bids received. Each proposal was accompanied by a duly executed Bid Bond or Certified Check.

After careful consideration and review of the Proposals as submitted, it is our recommendation that the low bid as submitted by Elkhorn Paving Construction Co., Inc. in the amount of \$2,307,893.02 be accepted and awarded.

Upon approval of our recommendation, please sign and return the enclosed Notice of Award. We will then prepare the construction contract, obtain the necessary signatures from the Contractor, and submit the executed contract to you.

Sincerely,

THE SCHEMMER ASSOCIATES INC.



Mainor O. Martinez, P.E.
Civil Engineer

Enclosures

**Paving District No. 521
(Norfolk 140)
Bid Tabulation
April 30, 2024 @ 11:00 a.m.**

ITEM	DESCRIPTION	QTY	UNIT	Elkhorn Paving Const. Co., Inc. 702 W Benjamin Avenue Norfolk, NE 68701		A & R Construction Co. PO Box 121 Plainview, NE 68769		Steve Harris Const. Inc. PO Box 343 Homer, NE 68030	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1.	Clearing and Grubbing	1	LS	\$49,109.00	\$49,109.00	\$21,000.00	\$21,000.00	\$18,418.27	\$18,418.27
2.	Remove Pavement	1,883	SY	\$6.00	\$11,298.00	\$12.00	\$22,596.00	\$7.70	\$14,499.10
3.	Remove Gravel Surface	565	SY	\$2.55	\$1,440.75	\$8.00	\$4,520.00	\$7.70	\$4,350.50
4.	Remove Tree	4	EA	\$725.00	\$2,900.00	\$561.00	\$2,244.00	\$1,100.00	\$4,400.00
5.	Remove Barbwire Fence	700	LF	\$1.85	\$1,295.00	\$2.00	\$1,400.00	\$5.50	\$3,850.00
6.	Excavation On-Site (cut to fill)	200	CY	\$12.60	\$2,520.00	\$9.00	\$1,800.00	\$4.40	\$880.00
7.	Excavation Off-Site Haul-In (offsite to fill)	64,800	CY	\$12.86	\$833,328.00	\$12.88	\$834,624.00	\$13.59	\$880,632.00
8.	9" P.C.C. Pavement	10,100	SY	\$61.28	\$618,928.00	\$63.77	\$644,077.00	\$60.94	\$615,494.00
9.	4" Foundation Course	10,100	SY	\$3.25	\$32,825.00	\$4.21	\$42,521.00	\$2.53	\$25,553.00
10.	5" P.C.C. Concrete Sidewalk	4,575	SF	\$6.25	\$28,593.75	\$8.66	\$39,619.50	\$6.59	\$30,149.25
11.	5" P.C.C. Concrete Trail	19,400	SF	\$5.95	\$115,430.00	\$8.66	\$168,004.00	\$5.83	\$113,102.00
12.	Subgrade Preparation	12,800	SY	\$1.95	\$24,960.00	\$2.00	\$25,600.00	\$1.98	\$25,344.00
13.	Concrete Curb Ramp	460	SF	\$12.00	\$5,520.00	\$12.44	\$5,722.40	\$7.28	\$3,348.80
14.	Detectable Warning Panel	250	SF	\$42.00	\$10,500.00	\$52.11	\$13,027.50	\$38.60	\$9,650.00
15.	Seeding	8	AC	\$2,400.00	\$19,200.00	\$2,400.00	\$19,200.00	\$5,280.00	\$42,240.00
16.	18" RCP Storm Sewer Pipe	240	LF	\$50.77	\$12,184.80	\$63.14	\$15,153.60	\$54.23	\$13,015.20
17.	24" RCP Storm Sewer Pipe	627	LF	\$64.38	\$40,366.26	\$74.32	\$46,598.64	\$68.75	\$43,106.25
18.	36" RCP Storm Sewer Pipe	256	LF	\$105.58	\$27,028.48	\$116.44	\$29,808.64	\$112.75	\$28,864.00
19.	42" RCP Storm Sewer Pipe	406	LF	\$142.14	\$57,708.84	\$142.87	\$58,005.22	\$151.80	\$61,630.80
20.	48" RCP Storm Sewer Pipe	338	LF	\$172.53	\$58,315.14	\$182.66	\$61,739.08	\$184.25	\$62,276.50
21.	48" RC Flared-End Section	1	EA	\$3,821.00	\$3,821.00	\$2,300.00	\$2,300.00	\$4,081.00	\$4,081.00
22.	24" RC Flared-End Section	2	EA	\$1,915.00	\$3,830.00	\$1,000.00	\$2,000.00	\$1,985.50	\$3,971.00
23.	18" RC Flared-End Section	4	EA	\$1,410.00	\$5,640.00	\$999.00	\$3,996.00	\$1,501.50	\$6,006.00
24.	Storm Sewer CCTV Inspection	1	LS	\$6,746.00	\$6,746.00	\$3,700.00	\$3,700.00	\$7,150.00	\$7,150.00
25.	Type 'D' Curb Inlet	10	EA	\$6,803.00	\$68,030.00	\$5,614.00	\$56,140.00	\$7,265.50	\$72,655.00
26.	Pond Outlet Structure	2	EA	\$6,066.00	\$12,132.00	\$4,887.00	\$9,774.00	\$6,479.00	\$12,958.00
27.	Flexamat Plus-Outlet Armoring	7	EA	\$3,585.00	\$25,095.00	\$3,467.00	\$24,269.00	\$2,585.00	\$18,095.00
28.	6'x4' Storm Sewer Culvert	1	LS	\$185,375.00	\$185,375.00	\$146,078.00	\$146,078.00	\$195,600.00	\$195,600.00
29.	Temporary Erosion Control Blanket	10,285	SY	\$3.00	\$30,855.00	\$3.00	\$30,855.00	\$2.48	\$25,506.80
30.	Temporary Silt Fence	3,656	LS	\$3.00	\$10,968.00	\$3.00	\$10,968.00	\$3.69	\$13,490.64
31.	Temporary Inlet Protection	10	EA	\$195.00	\$1,950.00	\$208.00	\$2,080.00	\$247.50	\$2,475.00
Total Bid				\$2,307,893.02	\$2,349,420.58	\$2,349,420.58	\$2,349,420.58	\$2,362,792.11	\$2,362,792.11

CITY OF NORFOLK
POLICE & FIRE ROOFING PROJECT

BIDS DUE - 04/17/2024 2:00 p.m.

NAME	ITEM 1.	Item 2.	TOTAL BASE BID	OPTION 1.	Bond (Yes/No)	Accept Credit Card Payments?	Credit Card Fee%
	POLICE Roof Removal, Disposal, and Replacement	FIRE Roof Removal, Disposal, and Replacement		Alternate 1 Remove Cost of Cover Board from TOTAL BASE BID:			
	Lump Sum Total	Lump Sum Total		Lump Sum Total			
GUARANTEE ROOFING	\$ 174,250.00	\$ 249,939.00	\$ 424,189.00	\$ -	X	NO	
MURRAY ROOFING	\$ 201,000.00	\$ 290,000.00	\$ 491,000.00	\$ 35,000.00	X	YES	3%
WESTERN ROOFING	\$ 218,731.00	\$ 282,525.00	\$ 501,256.00	\$ -	X	NO	
			\$ -	\$ -			
			\$ -	\$ -			

City of Norfolk, Nebraska
PROFESSIONAL SERVICES CONSULTANT AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 20____, by and between the City of Norfolk, Nebraska, a municipal corporation, hereinafter referred to as "City" and

Embris Group, LLC
hereinafter referred to as "Consultant".

a Professional LLC of the State of Nebraska,

with a place of business at:
963 N. 13th Street
Fort Calhoun, NE 68023

Phone: 402-204-1724
Fed EIN #88-0891103
Email: kyliewilmes@embrisgroup.com

RECITALS

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

MS4 Update

("Consultant Services") and;

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

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

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

1. **Contract Administrators.** Steve Rames, of the City's City Engineer Department, shall be the City's representative for the purposes of administering this Agreement and shall have authority on behalf of the City to give approvals under this Agreement. Aaron Hirsh, of the Consultant, will supervise all services and be in charge of performance of the Consultant Services as set forth in this Agreement.
2. **Scope of Services.** Consultant agrees to undertake, perform and complete in an expeditious, satisfactory and professional manner the services set forth in Attachment A on behalf of the City. In the event there is a conflict between the terms of Attachment A and this Agreement, the terms of this Agreement shall control.

3. **Term of Agreement.** The term of this Agreement shall commence upon execution of this Agreement by both parties and shall continue until completion of all obligations of this agreement, but in no event longer than 18 months.
4. **Compensation.** Engineer shall be paid the actual time of personnel performing such services on an hourly cost basis times a factor of 3.25 for services rendered by their principles and employees engaged directly on the project. ~~and all actual reimbursable expenses in accordance with Reimbursable Expenses Schedule attached to this agreement.~~ The aggregate, not to exceed fee, including reimbursable expenses for this contract is Thirty-Two Thousand Eight Hundred Dollars (\$32,800). All approved payments will be made to the Consultant. Failure of the City to accept the recommendations or work of the Consultant on the basis of differences of professional opinion shall not be the basis for rejection of the work performed by the Consultant or for nonpayment of the Consultant.
5. **Services; Confidentiality.** All services, including reports, opinions and information to be furnished under this Agreement shall be considered confidential and shall not be divulged, in whole or in part, to any person other than to duly authorized representatives of the City, without the prior written approval of the City or by order of a court of competent jurisdiction. The provisions in this section shall survive any termination of this Agreement.
6. **City Employees; Raiding Prohibited.** Consultant shall not engage the services of any person or persons presently in the employ of the City for work covered by this Agreement without the written consent of the City.
7. **Termination of Agreement.**
 - a. This Agreement may be terminated by the City or the Consultant if the other party fails to adequately perform any material obligation required by this Agreement (“Default”). Termination rights under this paragraph may be exercised only if the defaulting party fails to cure a Default within ten (10) calendar days after receiving written notice from the non-defaulting party specifying the nature of the Default.
 - b. The City may terminate this Agreement, in whole or part, for any reason for the City's own convenience upon at least ten days written notice to the Consultant.
 - c. The City may terminate this Agreement in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of the City. In the event of unavailability of funds to pay any amounts due under this Agreement, City shall immediately notify the Consultant and this Agreement shall terminate without penalty or expense to City. Upon termination, the City shall pay Consultant for any approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by this Agreement. If the Agreement is terminated by the City as provided in A or B above, Consultant shall be paid for all services performed, and reimbursable expenses incurred, not to exceed the maximum amounts payable under Article IV above, up until the date of termination. Consultant hereby expressly waives any and all claims for damages or compensation arising under this Agreement except as set forth in this paragraph in the event of termination. Further, Consultant agrees that, upon termination as provided in this paragraph, it shall not be employed by any developer or other party who is or may be interested in the work effort as defined in Article II, or interested in the decisional process relating to the application of such findings as may result from the tasks performed as defined in Article II for a period of one (1) year after such termination, without prior approval of the City.

8. **Additional Services.** The City may from time to time, require additional services from the Consultant including but not limited to, special reports, graphics, attendance at meetings or presentations. Such additional services, including the amount of compensation for such additional services, which are mutually agreed upon in advance by and between the City and Consultant shall be effective when incorporated in written amendments to this Agreement.
9. **Fair Employment.** In connection with the performance of work under this Agreement, Consultant agrees that it shall not discriminate against any employee or applicant for employment with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status in accordance with the requirements of *Neb. Rev. Stat. § 48-1122*, as amended.
10. **Fair Labor Standards.** The Consultant shall maintain Fair Labor Standards in the performance of this Agreement as required by Chapter 73, Nebraska Revised Statutes, as amended.
11. **Assignability.** The Consultant shall not assign any interest in this Agreement, except for the work of the Subcontractors identified in this Agreement, delegate any duties or work required under this Agreement, or transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Consultant from City under this Agreement may be assigned without such approval, but notice of any such assignment shall be furnished promptly to the City.
12. **Interest of Consultant.** Consultant covenants that Consultant presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by Consultant under this Agreement.
13. **Ownership, Publication, Reproduction and Use of Material.** Consultant agrees to and hereby transfers all rights, including those of a property or copyright nature, in any reports, studies, information, data, digital files, imagery, metadata, maps, statistics, forms and any other works or materials produced under the terms of this Agreement. No such work or materials produced, in whole or in part, under this Agreement, shall be subject to private use or copyright by Consultant without the express written consent of City. The City shall have the unrestricted rights of ownership of such works or materials and may freely copy, reproduce, broadcast, or otherwise utilize such works or materials as the City deems appropriate. The City shall also retain all such rights for any derivative works based on such works or materials.
14. **Copyrights, Royalties, and Patents; Warranty.** Without exception, Consultant represents the consideration for this Agreement includes Consultant's payment for any and all royalties or costs arising from patents, trademarks, copyrights, and other similar intangible rights in any way involved with or related to this Agreement. Further, Consultant shall pay all related royalties, license fees, or other similar fees for any such intangible rights. Consultant shall defend suits or claims for infringement of any patent, copyright, trademark, or other intangible rights that Consultant has used in the course of performing this Agreement. Consultant represents that all materials, processes, or other protected rights to be used in the Consultant Services have been duly licensed or authorized by the appropriate parties for such use. Consultant agrees to furnish the City upon demand written documentation of such license or authorization. If unable to do so, Consultant agrees that the City may withhold a reasonable amount from Consultant's compensation herein to defray any associated costs to secure such license or authorization or defend any infringement claim.

15. **Insurance; Coverage.** The Consultant shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City, which shall not withhold approval unreasonably, with the coverages, minimum limits, and endorsements described herein and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the City, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City prior to execution of the Agreement. Deductible levels shall be provided in writing from the Consultant's insurer and will be no more than \$100,000.00 per occurrence.

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

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

b. **Commercial General Liability.**

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

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

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

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

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

5) Coverage is required on an occurrence form.

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

e. **Errors and Omissions; Professional Liability.** (Required only if appropriate*)

Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Consultant in the performance of this Agreement, with a liability limit of not less than \$1,000,000 each claim. Consultant shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act, including infringement of intellectual property (except patent and trade secret) of the Consultant.

**Required whenever service Consultant is required to be certified, licensed or registered by a regulatory entity and/or where the Consultant's judgment in planning and design could result in economic loss to City/County/PBC.*

f. **Additional Insured.**

An Additional Insured endorsement shall be provided to City naming City as additional insured under the commercial general liability policy and automobile liability policy. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the City being secondary or excess.**

g. **Certificates; Endorsements.**

The Consultant shall provide certificates of insurance and endorsements evidencing compliance with these requirements. Endorsements shall include, but not be limited to, additional insured, waiver of subrogation, and 30 days' notice of cancellation. Other endorsements shall be provided by the Consultant as may be required by the City. During the term of the Agreement and during the period of any required continuing coverages, the Consultant shall provide, prior to expiration of the policies, certificates and endorsements evidencing renewal of insurance coverages. The parties agree that the failure of City to object to the form of a certificate and/or additional insured endorsement provided shall not constitute a waiver of this requirement.

h. **Risk of Loss; Sub-consultant.**

Except to the extent covered by the builder's risk insurance, the Consultant shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any Sub-consultant's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Consultant shall be solely responsible for ensuring each sub-consultant shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other sub-consultants. Consultant shall protect its Work from damage by the elements or by other trades working in the area.

i. **Umbrella or Excess Liability.**

The Consultant may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

j. **Minimum Scope of Insurance.**

All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and

must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

k. **Indemnification.**

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

l. **Reservation of Rights.**

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

m. **Sovereign Immunity.**

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

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

City of Norfolk Nebraska
City Engineer
Attention: Steve Rames

309 N. 5th Street
Norfolk, NE 68701

*[Name & address of person to whom
Notice to Consultant is to be given]*

17. **Independent Contractor.** The City is interested only in the results produced by this Agreement. Consultant has sole and exclusive charge and control of the manner and means of performance. Consultant shall perform as an independent contractor and it is expressly understood and agreed that Consultant is not an employee of the City and is not entitled to any benefits to which City employees are entitled, including, but not limited to, overtime, retirement benefits, workmen's compensation benefits, sick leave and/or injury leave.

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

execution of this Agreement is duly authorized and constitutes a legal, valid and binding obligation of said party.

26. **Professional Licensing.** Consultant shall be a legal business entity registered with the Nebraska Secretary of State and, if required, the State of Nebraska Board of Engineers and Architects.

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

CITY OF NORFOLK, NEBRASKA

By: _____
Josh Moenning, Mayor of Norfolk

ATTEST:

Brianna Duerst,
City Clerk

CONSULTANT

By: Kylie Wilmes
Title: Principal

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

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

OR

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

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

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

PRINT NAME: Kylie Ann Wilmes
(First, Middle, Last)

SIGNATURE: Kylie Ann Wilmes

DATE: 4-4-24

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

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

OR

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

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

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

PRINT NAME: Kylie Ann Wilmes
(First, Middle, Last)

SIGNATURE: Kylie Ann Wilmes

DATE: 4-4-24

PROJECT DESCRIPTION

The City of Norfolk currently owns and operates a Small Municipal Separate Storm Sewer System (Small MS4). Authorizations to discharge from Small MS4's are issued by the Nebraska Department of Environment and Energy (NDEE). The current Small MS4 permit (NER 310000) issued by the NDEE expired on June 30, 2022 and is currently under administrative extension. It is anticipated that a new Small MS4 permit from the NDEE will become effective on July 1, 2024, at which time the City of Norfolk will have 180 days to update and submit their Stormwater Management Plan (SWMP) and related MS4 documents.

This project shall include updating the City of Norfolk's required MS4 documents including:

1. Stormwater Management Plan (SWMP)
2. Illicit Discharge Detection and Elimination Program (IDDE)
3. Construction Stormwater Management Program
4. Enforcement Response Plan
5. Operations Water Quality Guide

Additionally, the project shall include review of the City of Norfolk website to provide recommendations on the organization and presentation of stormwater regulations and manuals to make it more user friendly to meet the Public Outreach and Education requirements of the MS4 permit.

SCOPE OF SERVICES**Task 1: Project Management and Coordination**

- 1.1 Attend a virtual kick-off meeting with the Owner to understand project requirements and expectations. Meeting minutes will be taken.
- 1.2 Ongoing project management, invoicing, and coordination activities.
- 1.3 Receive existing data from Owner, including all relevant MS4 documents.

Task 1 Meetings:

- Kickoff Meeting
- Phone calls or virtual meetings as necessary to coordinate with Owner.

Task 1 Deliverables:

- Kickoff Meeting Minutes

Task 2: MS4 Update

- 2.1 Update the existing City of Norfolk MS4 documents to ensure compliance with Federal and State stormwater regulation, including the new NDEE Small MS4 permit when issued. MS4 documents to be update includes:
 - 2.1.1 City of Norfolk Stormwater Management Plan (SWMP), 2017
 - 2.1.2 City of Norfolk Illicit Discharge Detection and Elimination (IDDE) Program Manual, 2018
 - 2.1.3 City of Norfolk Construction Stormwater Program Manual, 2018
 - 2.1.4 City of Norfolk Enforcement Response Plan, 2018
 - 2.1.5 City of Norfolk Operations Water Quality Guide, 2018

Task 2 Meetings:

- Up to three (3) MS4 document review virtual meetings with City staff as needed

Task 2 Deliverables:

- Updated MS4 documents

Task 3: Website Recommendations

- 3.1 Review and recommendations of organization and presentation of manuals on the City of Norfolk website for distributing information to meet the Public Outreach and Education requirements of the MS4 permit.

Task 3 Meetings:

- Up to two (2) meetings with City of Norfolk IT/website designer to discuss recommendations

Task 3 Deliverables:

- Recommendations memo on website organization and content

ANTICIPATED SCHEDULE

1. Kick-Off Meeting – Within twenty (20) calendar days of issuance of Notice-To-Proceed, dependent upon City Staff availability.
2. MS4 Document Updates – Within one hundred-eighty (180) calendar days after the effective date of the new NDEE Small MS4 permit
3. Website Recommendations – Within sixty (60) calendar days from completion of MS4 Document Updates

ADDITIONAL SERVICES REQUIRING OWNER'S WRITTEN AUTHORIZATION

If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of the Scope of Services and will be paid for by Owner at an amount equal to the cumulative hours charged by each class of Engineer's personnel providing such Additional Services times Standard Hourly Rates for each applicable billing class.

1. Updates to other City of Norfolk manuals, including but not limited to:
 - a. City of Norfolk Drainage Criteria Manual, 2020
 - b. Nebraska H2O Post-Construction Stormwater Program Design Standards, 2015
 - c. City of Norfolk Grading Manual, date unknown
 - d. City of Norfolk Land Disturbance Permit, date unknown
 - e. City of Norfolk Small Lot SWPPP Permit, date unknown
2. Website design services including any preparation of html code or other coding languages.

1. SCOPE OF SERVICES: Embris Group, LLC (EMBRIS) shall perform the services described in Attachment A. EMBRIS shall invoice the owner for these services at the fee stated in Attachment A.

2. ADDITIONAL SERVICES: EMBRIS can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates when approved in advance in writing.

3. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to EMBRIS's submissions; and give prompt written notice to EMBRIS whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish EMBRIS with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While EMBRIS shall take reasonable precautions to minimize damage to the property, ~~it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.~~

4. TIMES FOR RENDERING SERVICES: EMBRIS's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, EMBRIS's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of EMBRIS, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in writing in the scope, extent, or character of the project, the time of performance of EMBRIS's services shall be adjusted equitably.

5. INVOICES: EMBRIS shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to EMBRIS for services and expenses within 30 days after receipt of EMBRIS's statement, EMBRIS may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until EMBRIS has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by EMBRIS under the agreement shall be the care and skill ordinarily used by members of EMBRIS's profession practicing under similar circumstances at the same time and in the same locality. EMBRIS

makes no warranties, express or implied, under this agreement or otherwise, in connection with EMBRIS's services.

EMBRIS shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. EMBRIS shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without EMBRIS's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless EMBRIS from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by EMBRIS. Files in electronic media format of text, data, graphics, or of other types that are furnished by EMBRIS to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. EMBRIS shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, EMBRIS makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by EMBRIS at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by EMBRIS for extensions of the project or for any other project shall entitle EMBRIS to further compensation at rates to be agreed upon by the owner and EMBRIS.

9. SUBCONSULTANTS: EMBRIS may employ consultants as EMBRIS deems necessary to assist in the performance of the services. EMBRIS shall not be required to employ any consultant unacceptable to EMBRIS.

10. INDEMNIFICATION: To the fullest extent permitted by law, EMBRIS and the owner shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, interns, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or

arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of EMBRIS and the owner, they shall be borne by each party in proportion to its negligence.

~~11. INSURANCE: EMBRIS shall procure and maintain the following insurance during the performance of services under this agreement:~~

~~a. General Liability~~

~~i. Each Occurrence (Bodily Injury and Property Damage):
\$1,000,000~~

~~ii. General Aggregate: \$2,000,000~~

~~b. Auto Liability~~

~~i. Combined Single: \$1,000,000~~

~~c. Excess or Umbrella Liability~~

~~i. Each Occurrence: \$1,000,000~~

~~ii. General Aggregate: \$1,000,000~~

~~d. Professional Liability:~~

~~i. Each Occurrence: \$1,000,000~~

~~ii. General Aggregate: \$2,000,000~~

~~e. All policies of property insurance shall contain provisions to the effect that EMBRIS and EMBRIS's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.~~

~~f. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause EMBRIS and EMBRIS's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.~~

~~g. The owner shall reimburse EMBRIS for any additional limits or coverages that the owner requires for the project.~~

~~12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, EMBRIS shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow EMBRIS to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.~~

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and EMBRIS each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and EMBRIS are hereby bound to the other party to this agreement and to the partners,

successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the owner nor EMBRIS may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or EMBRIS to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and EMBRIS and not for the benefit of any other party.

~~15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding EMBRIS's services.~~

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and EMBRIS, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability, or sex.

18. E-VERIFY: EMBRIS shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.



ATTACHMENT A - BREAKDOWN OF COSTS

Project: Norfolk MS4 Update
Date: 4/4/2024

Classification: Hourly Rate:	Project Manager \$205	QA/QC \$195	EIT \$160	Subtotal Hours	Subtotal Fee
Task 1. Project Management	24		4	28	\$5,560.00
Task 2.1.1 Stormwater Management Plan Update	8	2	20	30	\$5,230.00
Task 2.1.2 Illicit Discharge Detection and Elimination Program Update	7	1	16	24	\$4,190.00
Task 2.1.3 Construction Stormwater Program Manual Update	6	1	16	23	\$3,985.00
Task 2.1.4 Enforcement Response Plan Update	8	2	16	26	\$4,590.00
Task 2.1.5 Operations Water Quality Guide Update	7	1	16	24	\$4,190.00
Task 3. Website Recommendations	12	1	15	28	\$5,055.00
TOTAL HOURS	72	8	103	183	
TOTAL FEE	\$14,760	\$1,560	\$16,480		
				TOTAL	\$32,800.00

ORDINANCE NO. 5881

AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA TO AMEND SECTION 2-5 OF THE OFFICIAL CITY CODE TO UPDATE FEES RELATED TO STREETS AND SIDEWALKS; TO UPDATE PUBLIC WORKS EQUIPMENT FEES; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

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

Sec. 2-5. Schedule of Fees.

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

(b) Schedule of Fees:

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Ambulance Fees	Basic life support, non-emergency.	2-2	\$600.00	11/1/2022
Ambulance Fees	Basic life support, emergency.	2-2	\$775.00	11/1/2022
Ambulance Fees	Basic life support, assist only.	2-2	\$100.00	9/1/2015
Ambulance Fees	Advanced life support (1), non-emergency.	2-2	\$700.00	10/1/2019
Ambulance Fees	Advanced life support (1), emergency (one or two ALS interventions).	2-2	\$925.00	11/1/2022
Ambulance Fees	Advanced life support (2), emergency (at least three different medications/procedures).	2-2	\$1,200.00	11/1/2022
Ambulance Fees	Advanced life support, assist only.	2-2	\$250.00	10/1/2019
Ambulance Fees	Specialty care transport (inter-hospital service beyond scope of paramedic).	2-2	\$950.00	10/1/2019
Ambulance Fees	Fee per mile loaded. Not including basic life support assistance or advanced life support assistance.	2-2	\$18.00	4/15/2024
Blighted Property	Processing fee to declare real property blighted.	2-3	\$100.00	
Alarm Systems	False alarms (with current permit on file), not including fire alarms, occurring 7-10 times within a permit year, per occurrence.	2.5-5(a)	\$25.00	11/1/2022
Alarm Systems	False alarms (with current permit on file), not including fire alarms, occurring 11-15 times within a permit year, per occurrence.	2.5-5(a)	\$50.00	11/1/2022

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Alarm Systems	False alarms (with current permit on file), not including fire alarms, occurring 16-20 times within a permit year, per occurrence.	2.5-5(a)	\$75.00	11/1/2022
Alarm Systems	False alarms (with current permit on file), not including fire alarms, occurring 21 or more times within a permit year, per occurrence.	2.5-5(a)	\$100.00	11/1/2022
Alarm Systems	False alarms (without current permit on file), not including fire alarms, occurring 1-6 times within any 12-month period, per occurrence.	2.5-5(a)	\$25.00	11/1/2022
Alarm Systems	False alarms (without current permit on file), not including fire alarms, occurring 7-10 times within any 12-month period, per occurrence.	2.5-5(a)	\$50.00	11/1/2022
Alarm Systems	False alarms (without current permit on file), not including fire alarms, occurring 11-15 times within any 12-month period, per occurrence.	2.5-5(a)	\$75.00	11/1/2022
Alarm Systems	False alarms (without current permit on file), not including fire alarms, occurring 16-20 times within any 12-month period, per occurrence.	2.5-5(a)	\$100.00	11/1/2022
Alarm Systems	False alarms (without current permit on file), not including fire alarms, occurring 21 or more times within any 12-month period, per occurrence.	2.5-5(a)	\$125.00	11/1/2022
Alarm Systems	Fire false alarms occurring 7-10 times within a permit year, per occurrence.	2.5-5(b)	\$150.00	
Alarm Systems	Fire false alarms occurring 11-15 times within a permit year, per occurrence.	2.5-5(b)	\$500.00	

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Alarm Systems	Fire false alarms occurring 16 or more times within a permit year, per occurrence.	2.5-5(b)	\$630.00	
Alcoholic Beverage Occupation Taxes	Manufacturer of alcohol and spirits.	3-27(a)	\$2,000.00	
Alcoholic Beverage Occupation Taxes	Manufacturer of beer.	3-27(a)	Same as license	
Alcoholic Beverage Occupation Taxes	Manufacturer of wine.	3-27(a)	\$500.00	
Alcoholic Beverage Occupation Taxes	Alcoholic liquors distributor.	3-27(a)	\$1,500.00	
Alcoholic Beverage Occupation Taxes	Beer distributor.	3-27(a)	\$1000.00	
Alcoholic Beverage Occupation Taxes	Retailer of beer only, for consumption on the premises.	3-27(a)	\$200.00	
Alcoholic Beverage Occupation Taxes	Retailer of beer only, for consumption off the premises.	3-27(a)	\$200.00	
Alcoholic Beverage Occupation Taxes	Retailer of alcoholic liquors for consumption on the premises and off the premises.	3-27(a)	\$600.00	
Alcoholic Beverage Occupation Taxes	Retailer of alcoholic liquors for consumption off the premises.	3-27(a)	\$400.00	

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Alcoholic Beverage Occupation Taxes	Retailer of alcoholic liquors for consumption on the premises.	3-27(a)	\$500.00	
Alcoholic Beverage Occupation Taxes	Special designated permit, per day.	3-27(a)	\$80.00	
Alcoholic Beverage Occupation Taxes	Non-beverage user: Class 1.	3-27(a)	\$10.00	
Alcoholic Beverage Occupation Taxes	Non-beverage user: Class 2.	3-27(a)	\$50.00	
Alcoholic Beverage Occupation Taxes	Non-beverage user: Class 3.	3-27(a)	\$100.00	
Alcoholic Beverage Occupation Taxes	Non-beverage user: Class 4.	3-27(a)	\$200.00	
Alcoholic Beverage Occupation Taxes	Non-beverage user: Class 5.	3-27(a)	\$500.00	
Alcoholic Beverage Occupation Taxes	Catering permit for Class C, D or I licensees.	3-27(a)	\$200.00	
Alcoholic Beverage Occupation Taxes	Bottle club.	3-27(a)	\$500.00	
Animals and Fowl	Animal impoundment fee for returned loose animals.	4-6	\$10.00	
Animals and Fowl	Dog and cat pet licenses.	4-11	Free	

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Animals and Fowl	Daily boarding fee, payable along with impoundment fee.	4-25	\$5.00	
Animals and Fowl	First violation per owner or animal, payable along with impoundment fee.	4-25	\$15.00	
Animals and Fowl	Second violation per owner or animal, payable along with impoundment fee.	4-25	\$20.00	
Animals and Fowl	Third violation per owner or animal, payable along with impoundment fee.	4-25	\$30.00	
Bicycles and Scooters	Bicycle registration.	5-2(b)	Free	11/1/2022
Bicycles and Scooters	Duplicate bicycle registration.	5-2(b)	Free	11/1/2022
Bicycles and Scooters	Motor scooter (gas/electric) registration.	5-25(c)	\$5.00	
Bicycles and Scooters	Duplicate scooter (gas/electric) registration.	5-25(c)	\$5.00	
Bicycles and Scooters	Release from impoundment (not inclusive of towing or removal fees).	5-27(c)	\$25.00	
Building (General) Contractor Registration Fees	Issuance of general building contractor's registration (issued in first year of 3-year registration cycle).	6-38 6-40	\$150.00	12/1/2020
Building (General) Contractor Registration Fees	Issuance of general building contractor's registration (issued in second year of 3-year registration cycle)	6-38 6-40	\$100.00	12/1/2020
Building (General) Contractor Registration Fees	Issuance of general building contractor's registration (issued in third year of 3-year registration cycle).	6-38 6-40	\$50.00	12/1/2020
Building Permit Fees	Building permit fee per finished square foot for new construction and additions: ground floor and above.	6-18 6-162	\$0.25	10-1-2023

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Building Permit Fees	Building permit fee per square foot for new construction and additions: basement	6-18 6-162	\$0.175	10-1-2023
Building Permit Fees	Building permit fee per finished square foot for new construction and additions: attached garage.	6-18 6-162	\$0.14	10-1-2023
Building Permit Fees	Building permit fee per finished square foot for basement finish or remodel.	6-18 6-162	\$0.205	10-1-2023
Building Permit Fees	Building permit fee per square foot for unfinished and accessory structures: detached garages, accessory buildings, decks and warehouses.	6-18 6-162	\$0.175 up to 100,000 sq. ft. and \$0.01 for each additional sq. ft.	10-1-2023
Building Permit Fees	Building permit fee per foot of height for new communication towers.	6-18 6-162	\$6.18	10-1-2023
Building Permit Fees	Building permit fee per foot of height to co-locate on a tower.	6-18 6-162	\$3.09	10-1-2023
Building Permit Fees	Permit fee to locate a manufactured home in a mobile home park.	6-18 6-162	\$123.00	10-1-2023
Building Permit Fees	Permit fee to install an in-ground swimming pool.	6-18 6-162	\$123.00	10-1-2023
Building Permit Fees	Building permit fee to install a sign from 0-99 sq. ft.	6-18	\$34.50	10-1-2023
Building Permit Fees	Building permit fee to install a sign from 100-199 sq. ft.	6-18	\$62.30	10-1-2023
Building Permit Fees	Building permit fee to install a sign from 200-300 sq. ft.	6-18	\$123.00	10-1-2023
Building Permit Fees	Demolition permit	6-18 6-162	\$51.50	10-1-2023
Building Permit Fees	Miscellaneous/minimum permit fee.	6-18 6-162	\$34.50	10-1-2023
Building Permit Fees	Permit fee when work commences prior to permit application.	6-18 6-162	Triple normal permit fee	
Building Permit Fees	Re-inspection fee for third and subsequent re-inspection.	6-18 6-162	\$59.50	10-1-2023

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Building Code Appeal	Application fee for appeal of a decision of a code official and/or the director of planning and development.	6-18	\$500.00 + publication and court reporter costs	12/1/2020
Electrical Code Appeal	Application fee for appeal of a decision of a code official and/or the director of planning and development	6-18 6-57	\$500.00 + publication and court reporter costs	12/1/2020
Electrical Contractor Registration Fees	First time issuance of State of Nebraska electrical contractor, Class B electrical contractor, Class A master electrician, Class B master electrician, special electrician, or a fire alarm installer's registration (issued in first year of 2-year registration cycle).	6-71	\$125.00	10/3/2016
Electrical Contractor Registration Fees	First time issuance of State of Nebraska electrical contractor, Class B electrical contractor, Class A master electrician, Class B master electrician, special electrician, or a fire alarm installer's registration (issued in second year of 2-year registration cycle).	6-71	\$75.00	12/1/2020
Electrical Contractor Registration Fees	Renewal issuance of State of Nebraska electrical contractor, Class B electrical contractor, Class A master electrician, Class B master electrician, special electrician, or a fire alarm installer's registration.	6-71	\$100.00	12/1/2020
Electrical Permit Fees	Electrical permit fee based on valuation of work to be completed from \$1.00 - \$1,500.00.	6-94	\$34.50	10-1-2023

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Electrical Permit Fees	Electrical permit fee for work valued between \$1,501.00 and \$34,000.00. Permit cost calculated at \$5.00 per each \$500.00 value increase or fraction thereof, plus \$34.50 minimum permit fee.	6-94	\$34.50 (permit) +\$5.00/\$500.00 value increase	10-1-2023
Electrical Permit Fees	Electrical permit fee for work valued at greater than \$34,000.00. Permit cost calculated at \$10.00 per each \$1,000.00 value increase or fraction thereof, after \$34,000.00, plus \$359.50 minimum permit fee.	6-94	\$359.50 (permit)+\$10.00/\$1000.00 value increase	10-1-2023
Electrical Permit Fees	Minimum permit fee.	6-94	\$34.50	10-1-2023
Electrical Permit Fees	Permit fee when work commences prior to permit application.	6-94	Triple normal permit fee	
Electrical Permit Fees	Re-inspection fee for third and subsequent re-inspections.	6-94	\$59.50	10-1-2023
Energy Code Appeal	Application fee for appeal of a decision of a code official and/or the director of planning and development	6-18 6-172	\$500.00 + publication and court reporter costs	12/1/2020
Mechanical Permit Fees	New installation fee, per number of square feet conditioned.	6-107	\$0.035	10-1-2023
Mechanical Permit Fees	Heating unit permit fee, under 140,000 BTU.	6-107	\$41.20	10-1-2023
Mechanical Permit Fees	Heating unit permit fee, 141,000 BTU - 499,000 BTU (per unit).	6-107	\$180.00	10-1-2023
Mechanical Permit Fees	Heating unit permit fee, greater than 499,000 BTU (per unit).	6-107	\$295.00	10-1-2023
Mechanical Permit Fees	Cooling unit permit fee, residential (per unit).	6-107	\$36.00	10-1-2023
Mechanical Permit Fees	Cooling unit permit fee, commercial (per ton).	6-107	\$12.25	10-1-2023

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Mechanical Permit Fees	Cooling unit permit fee, industrial chillers (per unit).	6-107	\$840.00	10-1-2023
Mechanical Permit Fees	Miscellaneous installation fee (not requiring new/replacement equipment).	6-107	\$34.50	10-1-2023
Mechanical Permit Fees	Mixing/VAV (variable air volume) boxes.	6-107	\$34.50	10-1-2023
Mechanical Permit Fees	Exhaust fans: (excludes one- and two-family dwellings)	6-107	\$0.08 x exhaust CFM)	10-1-2023
Mechanical Permit Fees	Infrared pipe heating systems or hanging unit heaters permit fee (per unit).	6-107	\$41.00	10-1-2023
Mechanical Permit Fees	Minimum permit fee.	6-107	\$34.50	10-1-2023
Mechanical Permit Fees	Packaged Terminal Air Conditioner (PTAC Unit)	6-107	\$34.50 for first unit plus \$10.00 per each additional unit	10-1-2023
Mechanical Permit Fees	Permit fee when work commences prior to permit application.	6-107	Triple normal permit fee	
Mechanical Permit Fees	Re-inspection fee for third and subsequent re-inspections.	6-107	\$59.50	10-1-2023
Mechanical Contractor Registration Fees	First time issuance of mechanical contractor's 1 year registration.	6-109	\$75.00	10/3/2016
Mechanical Contractor Registration Fees	Renewal of mechanical contractor's registration, 1year.	6-109	\$50.00	10/3/2016
Gas Contractor Registration Fees	Original gas contractor's registration.	6-111	\$75.00	
Gas Contractor Registration Fees	Renewal of gas contractor's registration.	6-111	\$50.00	
Mechanical Code Appeal	Application fee for appeal of a decision of a code official and/or the director of planning and development	6-18 6-113	\$500.00 + publication and court reporter costs	12/1/2020

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Plumbing Permit Fees	1st trap installation.	6-122	\$12.00	10-1-2023
Plumbing Permit Fees	Additional trap installation fee (per trap).	6-122	\$6.10 plus \$0.035 per finished square foot	10-1-2023
Plumbing Permit Fees	Installation of 4 inch sanitary sewer line, per 100 feet of line or fraction thereof.	6-122	\$14.25	10-1-2023
Plumbing Permit Fees	Installation of sanitary sewer line greater than 4 inches, per 100 feet of line or fraction thereof.	6-122	\$24.25	10-1-2023
Plumbing Permit Fees	Installation of private water line up to and including 1 inch line, per 100 feet of line or fraction thereof.	6-122	\$14.25	10-1-2023
Plumbing Permit Fees	Installation of private water line greater than 1-inch, per 100 feet of line or fraction thereof.	6-122	\$24.25	10-1-2023
Plumbing Permit Fees	Minimum permit fee.	6-122	\$34.50	10-1-2023
Plumbing Permit Fees	Permit fee when work commences prior to permit application.	6-122	Triple normal fee	3/19/2018
Private Water Line Installation	Re-inspection fee for third and subsequent re-inspection.	6-122	\$59.50	10-1-2023
Plumbing Code Appeal	Application fee for appeal of a decision of a code official and/or the director of planning and development	6-18 6-124	\$500.00 + publication and court reporter costs	12/1/2020
Plumbing Contractor Registration Fee	Original plumbing contractor's registration.	6-143(a)	\$75.00	
Plumbing Contractor Registration Fee	Renewal of plumbing contractor's registration.	6-143(a)	\$50.00	

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Journeyman and Apprentice Plumber's Registration Fees	Original journeyman plumber's registration fee.	6-144(b)	\$50.00	
Journeyman and Apprentice Plumber's Registration Fees	Renewal of journeyman plumber's registration fee.	6-144(b)	\$25.00	
Journeyman and Apprentice Plumber's Registration Fees	Apprentice plumber's registration fee.	6-145	\$10.00	
Well Driller Registration Fees	Well driller's registration fee.	6-146	\$25.00	12/1/2020
Private Wastewater (Septic) System Installer Registration Fees	Private wastewater (septic) system installer's registration fee.	6-146	\$25.00	12/1/2020
One- and Two-Family Dwelling Code Appeal	Application fee for appeal of a decision of a code official and/or the director of planning and development	6-18 6-162	\$500.00 + publication and court reporter costs	12/1/2020
Property Maintenance	Application fee for appeal of a decision of a code official and/or the director of planning and development.	6-183	\$500.00 + publication and court reporter costs	10/1/2018
Fuel Gas Code Appeal	Application fee for appeal of a decision of a code official and/or the director of planning and development	6-18 6-192	\$500.00 + publication and court reporter costs	12/1/2020
Fireworks	Fireworks stand occupation tax (annually, per permit).	8-5	\$500.00	10/1/2018
Fire Code Permit Fees	L.P.G. tank, 20 - 500 gallon water capacity.	8-28	\$25.00	

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Fire Code Permit Fees	L.P.G. tank, 501 - 90,000 gallon water capacity.	8-28	\$35.00	
Fire Code Permit Fees	Flammable and combustible liquid tanks, 50 - 20,000 gallon water capacity.	8-28	\$70.00	
Fire Sprinkler and Suppression Contractor Fees	Initial registration to install fire sprinkler and suppression systems.	8-29	\$75.00	
Fire Code Permit Fees	Annual re-registration to install fire sprinkler and suppression systems.	8-29	\$50.00	
Fire Sprinkler and Suppression Contractor Fees	Fire sprinkler system permit, per head.	8-29	\$1.50	
Fire Sprinkler and Suppression Contractor Fees	Fire suppression system permit, per extinguishing agent discharge point.	8-29	\$3.00	
Fire Alarm Installer Contractor Fees	First time issuance of fire alarm installer contractor 1 year registration.	8-31	\$75.00	10/3/2016
Fire Alarm Installer Contractor Fees	First time issuance of fire alarm installer contractor 2 year registration.	8-31	\$125.00	10/3/2016
Fire Alarm Installer Contractor Fees	Renewal of fire alarm installer contractor 2 year registration.	8-31	\$100.00	10/3/2016
Fire Alarm Installer Contractor Fees	Fire alarm system permit fee, per initiation and warning device.	8-31	\$2.00	3/19/2018

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Fire Code Appeal	Application fee for appeal of a decision of the fire code official	8-45	\$500.00 + publication and court reporter costs	12/1/2020
Garbage and Trash	Typical municipal solid waste, per ton.	10-27(1)	\$78.80	11/1/2022
Garbage and Trash	NNSWC gate fee, per ton.	10-28(a)	\$24.00	
Garbage and Trash	Transfer station inspection fee, per load.	10-28(b)	\$8.00	
Garbage and Trash	Transfer station minimum MSW fee, per vehicle.	10-28(c)	\$12.00	
Garbage and Trash	Transfer station operating fee, per ton.	10-28(c)	\$54.80	11/1/2022
Garbage and Trash	Sale of compost and wood chips (after first 1,000 lbs.), per ton		\$10.00	10/1/2021
Garbage and Trash	Sorting/loading labor, per hour, including equipment	10-28(d)	\$60.00	1-2-2024
Garbage and Trash	Handling of items unacceptable for transfer to NNSWC landfill, per item	10-28(d)	\$15.00	1-2-2024
Garbage and Trash	Crematory, single animal.	10-28(d)	\$90.00	1-2-2024
Garbage and Trash	Crematory, multiple animals.	10-28(d)	\$90.00	11/1/2022
Garbage and Trash	Crematory, contraband	10-28(d)	\$90.00	11/1/2022
Garbage and Trash	Automotive battery, each.	10-28(d)	\$5.00	
Garbage and Trash	Computer/TV monitors, each.	10-28(d)	\$15.00	10/1/2016
Garbage and Trash	Computer system disposal, each.	10-28(d)	\$15.00	
Garbage and Trash	Concrete, clean and un-coated, per ton.	10-28(d)	\$5.00	
Garbage and Trash	Concrete, coated and/or painted, per ton.	10-28(d)	\$5.00	
Garbage and Trash	Construction and demolition, untreated dimensional lumber, per ton.	10-28(d)	\$30.00	

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Garbage and Trash	Car tires, each.	10-28(d)	\$6.50	1-2-2024
Garbage and Trash	Hazardous waste.	10-28(d)	Actual costs associated with handling, storage and disposal	
Garbage and Trash	Light truck tires, each.	10-28(d)	\$6.50	1-2-2024
Garbage and Trash	Truck tires/skid loader rubber tracks, each.	10-28(d)	\$20.00	1-2-2024
Garbage and Trash	Implement/racing/skid steer tires, each.	10-28(d)	\$35.00	10/1/2018
Garbage and Trash	Tire with rim, each.	10-28(d)	Twice the stated tire fee	
Garbage and Trash	Appliances, each.	10-30(a)	\$12.00	11/1/2022
Garbage and Trash	Appliances with Freon, each.	10-30(a)	\$35.00	11/1/2022
Garbage and Trash	Yard waste, per 36 gallon bag.	10-30(b)	\$0.60	
Garbage and Trash	Yard waste, per cubic yard.	10-30(b)	\$3.00	10/1/2011
Garbage and Trash	Yard waste, per ton.	10-30(b)	\$19.00	
Garbage and Trash	Yard waste, flat rate for standard size pickup boxes and smaller, each.	10-30(b)	\$3.00	
Garbage and Trash	Tree waste, per ton.	10-30(c)	\$19.00	
Garbage and Trash	Brush and limbs, flat rate for standard size pickup boxes and smaller, each.	10-30(c)	\$3.00	
Garbage and Trash	Floppy discs, flash drives, small tape back-ups shredding, each.	NA	\$0.50	11/4/2013
Garbage and Trash	Large tape back-ups, phones without batteries shredding, each.	NA	\$1.00	11/4/2013
Garbage and Trash	Hard drives shredding, each.	NA	\$2.00	10/1/2018

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Garbage and Trash	Tractor tires/large rubber tractor tracks, each.	NA	\$100.00	10/1/2018
Garbage and Trash	Scale out weighing, one weight from stored weights, one weight is new.	NA	\$10.00	11/1/2022
Garbage and Trash	Scale in weighing, weigh a vehicle in and out.	NA	\$10.00	11/4/2013
Garbage and Trash	Sale of dirt, pickup or small trailer loaded by hand.	NA	\$5.00	11/4/2013
Garbage and Trash	Transfer trailer rent and transportation (within city limits and extraterritorial zoning jurisdiction only), per load.	10-29	\$250.00 plus landfill gate fee	10/1/2016
Health and Sanitation	Public pool operating permit (class B, C, D, E, or F pools).	11-47	\$50.00	10/1/2013
Permits and Business Regulations	Circus, annual fee (not required for non-profit or civic clubs).	13-17(a)	\$500.00	
Permits and Business Regulations	Carnival, daily fee.	13-17(b)	\$50.00	
Permits and Business Regulations	Salvage yard permit annual fee.	13-42(a)	\$50.00	
Permits and Business Regulations	Antique and used merchandise annual permit.	13-58(a)	\$25.00	
Permits and Business Regulations	Auction permit, annual fee.	13-58(a)	\$25.00	
Permits and Business Regulations	Second hand dealer permit, annual fee.	13-58(a)	\$25.00	
Permits and Business Regulations	Pawnbroker's permit, annual fee.	13-71(b)	\$100.00	11/21/2011
Permits and Business Regulations	Telecommunications occupation tax.	13-80(a)	3% gross receipts	

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Permits and Business Regulations	Failure of telephone company to provide statement of quarterly gross receipts subject to occupation tax.	13-82(b)	\$25,000.00	
Permits and Business Regulations	Itinerant merchant, 30-day permit	13-113(a)	\$25.00	2/21/2017
Permits and Business Regulations	Itinerant merchant, 90-day permit	13-113(a)	\$60.00	2/21/2017
Permits and Business Regulations	Itinerant merchant, 180-day permit	13-113(a)	\$125.00	2/21/2017
Permits and Business Regulations	Itinerant merchant, annual permit	13-113(a)	\$250.00	2/21/2017
Permits and Business Regulations	Itinerant merchant (occupation tax), per vehicle.	13-113(a)	\$50.00	2/21/2017
Permits and Business Regulations	Peddler/solicitor, 30-day permit	13-113(b)	\$25.00	2/21/2017
Permits and Business Regulations	Peddler/solicitor, 90-day permit	13-113(b)	\$60.00	2/21/2017
Permits and Business Regulations	Peddler/solicitor, 180-day permit	13-113(b)	\$125.00	2/21/2017
Permits and Business Regulations	Peddler/solicitor, annual permit	13-113(b)	\$250.00	2/21/2017
Permits and Business Regulations	Peddler/solicitor (occupation tax) per vehicle	13-113(b)	\$5.00	2/21/2017
Permits and Business Regulations	Street vendor/temporary merchant, 30-day permit	13-113(c)	\$25.00	2/21/2017
Permits and Business Regulations	Street vendor/temporary merchant, 90-day permit	13-113(c)	\$60.00	2/21/2017

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Permits and Business Regulations	Street vendor/temporary merchant, 180-day permit	13-113(c)	\$125.00	2/21/2017
Permits and Business Regulations	Street vendor/temporary merchant, annual permit	13-113(c)	\$250.00	2/21/2017
Permits and Business Regulations	Street vendor/temporary merchant (occupation tax), per vehicle.	13-113(c)	\$5.00	2/21/2017
Permits and Business Regulations	Appeal of denied itinerant merchant, peddler, solicitor, street vendor, or temporary merchant permit, non-refundable.	13-117	\$100.00	11/21/2011
Permits and Business Regulations	Games of chance (occupation tax).	13-143	5% of gross receipts per quarter	
Permits and Business Regulations	Distributing gambling devices (occupation tax).	13-144	5% of gross receipts per quarter	
Permits and Business Regulations	Gambling device permit fee per location.	13-148	\$10.00	
Permits and Business Regulations	Horse-drawn carriage business license	13-202	\$25.00	11/21/2011
Permits and Business Regulations	Sidewalk café, annual license/renewal (May 1 through April 30)	13-311	\$250.00	5/6/2019
Permits and Business Regulations	Small wireless facilities, application fee for collocation on existing city pole, per facility (not to exceed \$500 for up to 5 facilities on same application)	13-231(a)	\$100.00	9/8/2020
Permits and Business Regulations	Small wireless facilities, application for installation modification, or replacement of utility pole and collocation of facility thereon, per pole	13-231(a)	\$250.00	9/8/2020

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Permits and Business Regulations	Small wireless facilities, use of city's right of way, annually	13-231(b)	Occupation tax levied under Sec. 13-80(a)	9/8/2020
Permits and Business Regulations	Small wireless facilities, collocation of facility on city pole in city's right of way, per pole annually	13-231(b)	\$20.00	9/8/2020
Permits and Business Regulations	Sexually oriented business registration/renewal, annually	13-354(a)	\$250.00	6/7/2021
Permits and Business Regulations	Sexually oriented business manager's registration/renewal, annually	13-354(a)	\$50.00	6/7/2021
Permits and Business Regulations	Sexually oriented business, application fee for initial registration	13-354(b)	\$250.00	6/7/2021
Permits and Business Regulations	Short-term rental license, annually	13-373(e)	\$150.00	6/7/2021
Mobile Homes and Mobiles Home Parks	Mobile home park permit, plus \$1.00 per space.	15-33	\$25.00 + \$1.00 per space	
Nuisances	Administrative weed/litter/drainage fee.	17-16	\$25.00	
Nuisances	Weed abatement fee.	17-16	Cost as billed by contractor plus \$0.01 per square foot if weeds are controlled by the city	
Nuisances	Litter removal.	17-16	Actual cost of litter removal	
Nuisances	Stagnant water mitigation.	17-16	Actual cost of draining and filling to remove stagnant water	
Nuisances	Graffiti removal.	17-55(c)	Actual cost to remove graffiti	
Response to Large Parties	Large party response fee.	20-8	Actual cost	
Streets and Sidewalks	Sidewalk mobilization fee.	22-23(e)	\$100.00	

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Streets and Sidewalks	Construction or repair of sidewalks per square foot.	22-23(e)	\$10.00	
Streets and Sidewalks	Under concrete pavement minimum fee, includes first 2 square yards.	22-68(a)	\$375.00	
Streets and Sidewalks	Street excavation permit fee	22-68(a)	\$100.00	(date of Ordinance)
Streets and Sidewalks	Under concrete pavement, cost per additional square yard or fraction thereof. Suitable backfill materials and all road surface materials.	22-68(a)	\$75.00 Actual cost	(date of Ordinance)
Streets and Sidewalks	Under gravel or earth roads minimum fee, includes first 2 square yards. Terrace tamp back permit fee.	22-68(a)	\$120.00 \$100.00	(date of Ordinance)
Streets and Sidewalks	Under gravel or earth roads, cost per additional square yard or fraction thereof.	22-68(a)	\$40.00	
Streets and Sidewalks	Concrete paving cuts, cost per foot.	22-68(a)	\$5.00 \$10.00 + labor	(date of Ordinance)
Streets and Sidewalks	Concrete paving cuts, minimum fee.	22-68(a)	\$50.00	
Streets and Sidewalks	Sawing and removing curbs, cost per foot.	22-68(a)	\$8.00	
Streets and Sidewalks	Removing curb and gutter, cost per foot.	22-68(a)	\$5.00	
Streets and Sidewalks	Curb removal minimum fee.	22-68(a)	\$100.00	
Streets and Sidewalks	Curb removal by grinding, permit fee.	22-68(a)	\$15.00	
Streets and Sidewalks	Curb removal by grinding, cost per lineal foot.	22-68(a)	\$11.50	10/1/2019
Streets and Sidewalks	Curb removal by grinding, minimum fee (non-inclusive of permit fee).	22-68(a)	\$100.00	
Streets and Sidewalks	Curb removal by grinding, contractor permit fee.	22-68(a)	\$15.00 \$34.50	(date of Ordinance)
Streets and Sidewalks	Fill material for backfilling, cost per cubic yard.	22-68(a)	\$7.00	

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Streets and Sidewalks	Rental price per day: 12 foot barricade with legs.	22-68(b)	\$3.00	
Streets and Sidewalks	Rental price per day: solar lights.	22-68(b)	\$2.00	
Streets and Sidewalks	Rental price per day: plastic drum/delineator.	22-68(b)	\$3.50	
Streets and Sidewalks	Replacement fee: each 12 foot Type I barricade.	22-68(b)	\$20.00 \$200.00	(date of Ordinance)
Streets and Sidewalks	Replacement fee: each damaged "A" frame leg Type III barricade.	22-68(b)	\$20.00 \$425.00	(date of Ordinance)
Streets and Sidewalks	Replacement fee: each solar light.	22-68(b)	\$25.00 \$50.00	(date of Ordinance)
Streets and Sidewalks	Replacement fee: each plastic drum/delineator	22-68(b)	\$75.00	(date of Ordinance)
Moving Buildings	Annual building mover's registration.	22-88	\$105.00	10/1/2019
Moving Buildings	Single event building mover's fee.	22-88	\$55.00	10/1/2019
Moving Buildings	Permit to move buildings.	22-98	\$30.00	10/1/2019
Subdivisions	Lot boundary change filing fee.	23-16.1(b)	\$150.00	10/1/2019
Subdivisions	Preliminary plat approval.	23-21	\$300.00	11/1/2022
Subdivisions	Preliminary plat fee per lot.	23-21	\$15.00	10/1/2019
Subdivisions	Final plat approval.	23-21	\$300.00	11/1/2022
Subdivisions	Final plat fee per lot.	23-21	\$10.00	10/1/2019
Subdivisions	Request for a waiver of minimum subdivision improvements.	23-48	\$250.00	
Traffic	Impounded vehicle storage fee, first day.	24-152(c)	\$25.00	
Traffic	Impounded vehicle storage fee, subsequent days.	24-152(c)	\$5.00	
Traffic	Cost of towing an impounded vehicle.	24-152(c)	Actual cost	
Roll Off Refuse Boxes	Permit for placement on street right of way (10-day permit)	24-284(a)	\$50.00	10/3/2016
Roll Off Refuse Boxes	Permit for placement on street right of way (5-day extension)	24-284(a)	\$25.00	10/3/2016

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Utility-type Vehicles	Registration plate and/or decal, annual fee.	24-356(a)(3)	\$50.00	6-01-2020
Utility-type Vehicles	Replacement for lost or damaged registration plate and/or decal.	24-356(a)(3)	\$25.00	6-01-2020
Golf Car Vehicles	Registration plate and/or decal, annual fee.	24-375(a)(3)	\$50.00	4-17-2023
Golf Car Vehicles	Replacement for lost or damaged registration plate and/or decal.	24-375(a)(3)	\$25.00	4-17-2023
Trees and Shrubbery	Failure to reimburse city for abatement of nuisance, in addition to cost of abatement.	25-2(d)	\$25.00	
Water	Final reading required before new water and/or sewer service.	26-2	\$30.00	
Water	Water and/or sewer service turn on fee for newly constructed residences and businesses.	26-2	\$30.00	
Water	Water system tap fee.	26-11(a)	\$115.00 + materials	10/1/2018
Water	Connection to water system, per front foot of property.	26-11(b)	Average of 5 most recent districts	12/1/2020
Water	Restoration of water service during normal business hours.	26-18	\$30.00	
Water	Restoration of water service outside of normal business hours.	26-18	\$45.00	
Water: Miscellaneous	Test backflow device, first device per address	NA	\$150.00	1-2-2024
Water: Miscellaneous	Test backflow device, each additional device at same address as first device	NA	\$30.00	1-2-2024
Water: Miscellaneous	Inspect private fire hydrant, per hydrant	NA	\$20.00	1-2-2024
Water: Miscellaneous	Trace water and/or sewer service, during normal business hours	NA	\$100.00	1-2-2024
Water: Miscellaneous	Trace water and/or sewer service, after normal business hours	NA	\$150.00	1-2-2024

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Water: Miscellaneous	Locate curb stop, during normal business hours with 24-hour notice	NA	\$100.00	1-2-2024
Water: Miscellaneous	Locate curb stop, during normal business hours without 24-hour notice, emergency	NA	\$150.00	1-2-2024
Water: Miscellaneous	Request to turn service on/off for repairs, during normal business hours	NA	\$100.00	1-2-2024
Water: Miscellaneous	Request to turn service on/off for repairs, after normal business hours	NA	\$200.00	1-2-2024
Water Rates and Charges	Water usage rate for the first 660 cubic feet of water inside city limits.	26-41(b)	minimum fee for meter size	
Water Rates and Charges	Water usage rate per 100 cubic feet from 660 to 6,660 cubic feet of water inside city limits.	26-41(b)	\$1.71	1/16/2024
Water Rates and Charges	Water usage rate per 100 cubic feet from 6,660 to 33,660 cubic feet of water inside city limits.	26-41(b)	\$1.37	1/16/2024
Water Rates and Charges	Water usage rater per 100 cubic feet for water usage over 33,660 cubic feet inside city limits.	26-41(b)	\$1.21	1/16/2024
Water Rates and Charges	Water usage rate for the first 660 cubic feet of water outside city limits.	26-41(b)	\$0.00	1/16/2024
Water Rates and Charges	Water usage rate per 100 cubic feet from 660 to 6,660 cubic feet of water outside city limits.	26-41(b)	\$3.44	1/16/2024
Water Rates and Charges	Water usage rate per 100 cubic feet from 6,660 to 33,660 cubic feet of water outside city limits.	26-41(b)	\$2.76	1/16/2024
Water Rates and Charges	Water usage rater per 100 cubic feet for water usage over 33,660 cubic feet outside city limits.	26-41(b)	\$2.03	1/16/2024
Water Rates and Charges	Minimum charge for 5/8 inch water meter within city limits, per bi-monthly billing period.	26-41(c)	\$15.22	1/16/2024

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Water Rates and Charges	Minimum charge for 3/4 inch water meter within city limits, per bi-monthly billing period.	26-41(c)	\$16.48	1/16/2024
Water Rates and Charges	Minimum charge for 1 inch water meter within city limits, per bi-monthly billing period.	26-41(c)	\$19.37	1/16/2024
Water Rates and Charges	Minimum charge for 1 1/2 inch water meter within city limits, per bi-monthly billing period.	26-41(c)	\$35.40	1/16/2024
Water Rates and Charges	Minimum charge for 2 inch water meter within city limits, per bi-monthly billing period.	26-41(c)	\$54.76	1/16/2024
Water Rates and Charges	Minimum charge for 3 inch water meter within city limits, per bi-monthly billing period.	26-41(c)	\$104.18	1/16/2024
Water Rates and Charges	Minimum charge for 4 inch water meter within city limits, per bi-monthly billing period.	26-41(c)	\$160.28	1/16/2024
Water Rates and Charges	Minimum charge for 6 inch water meter within city limits, per bi-monthly billing period.	26-41(c)	\$307.19	1/16/2024
Water Rates and Charges	Minimum charge for 5/8 inch water meter outside city limits, per bi-monthly billing period.	26-41(c)	\$30.45	1/16/2024
Water Rates and Charges	Minimum charge for 3/4 inch water meter outside city limits, per bi-monthly billing period.	26-41(c)	\$32.99	1/16/2024
Water Rates and Charges	Minimum charge for 1 inch water meter outside city limits, per bi-monthly billing period.	26-41(c)	\$38.73	1/16/2024
Water Rates and Charges	Minimum charge for 1 1/2 inch water meter outside city limits, per bi-monthly billing period.	26-41(c)	\$70.79	1/16/2024
Water Rates and Charges	Minimum charge for 2 inch water meter outside city limits, per bi-monthly billing period.	26-41(c)	\$109.52	1/16/2024
Water Rates and Charges	Minimum charge for 3 inch water meter outside city limits, per bi-monthly billing period.	26-41(c)	\$208.36	1/16/2024

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Water Rates and Charges	Minimum charge for 4 inch water meter outside city limits, per bi-monthly billing period.	26-41(c)	\$320.55	1/16/2024
Water Rates and Charges	Minimum charge for 6 inch water meter outside city limits, per bi-monthly billing period.	26-41(c)	\$614.38	1/16/2024
Water Rates and Charges	Service fee: delinquent charges collected more than once in a 12 month period.	26-46(a)	\$30.00	
Sewers	Connection to, extension or alteration of, existing sewer lines per front foot of property.	26-58(a)	Average of 5 most recent districts	12/1/2020
Sewers	Building sewer application, permit, and inspection fee (building sewer terminated in sewer main).	26-59(b)	\$20.00	12/2/2013
Sewers	Building sewer application, permit, and inspection fee (building sewer terminated in manhole).	26-59(l)	\$20.00	12/2/2013
Sewers	Appeal of decision of city engineer.	26-64(a)	\$500.00 + publication and court reporter costs	11/4/2013
Sewers	Individual septic/sewage system construction permit filing fee.	26-80	\$25.00	3/19/2018
Water and Sewer Inspection	Inspection of water, sewer or disposal system as a condition of the sale of real estate or for the financing thereof.	26-86(c)	\$50.00	
Wastewater Treatment	Residential and commercial waste water treatment, minimum bi-monthly charge.	26-97(e)	\$31.50	1/16/2024
Wastewater Treatment	Additional charge per 100 cubic feet of waste water over 400 cubic feet of waste water per bi-monthly billing period.	26-97(e)	\$2.69	1/16/2024

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Wastewater Treatment	Normal charge, per 1,000,000 gallons, for wastewater of greater strength than normal domestic sewage where BOD is equal or less than 250mg/L, TSS is equal or less than 250mg/L, and TKN is equal to or less than 30 mg/L.	26-97(f)	\$3,486.77	1/16/2024
Wastewater Treatment	Charge for biochemical oxygen demand (BOD) for high strength waste.	26-97(f)	\$0.2066 per pound above 250mg/L	1/16/2024
Wastewater Treatment	Charge for total suspended solids (TSS) for high strength waste.	26-97(f)	\$0.2325 per pound above 250 mg/L	1/16/2024
Wastewater Treatment	Charge for total Kjeldahl nitrogen for high strength waste.	26-97(f)	\$0.7545 per pound above 30 mg/L	1/16/2024
Wastewater Treatment	Minimum charge for mud pit waste disposed of at the wastewater plant's dump station.	26-97(i)	\$190.00, plus transfer station tipping fees established in section 10-28	10/1/2018
Wastewater Treatment	Minimum charge for septic waste.	26-97(i)	\$0.04 per gallon	10/1/2018
Wastewater Treatment	Sewer reconnection fee, inside normal business hours for users of city sewer and water.	26-99.5	\$30.00	
Wastewater Treatment	Sewer reconnection fee, outside normal business hours for users of city sewer and water.	26-99.5	\$45.00	
Wastewater Treatment	Sewer only customers, second attempt to collect delinquent payment.	26-99.6	\$15.00	
Wastewater Treatment	Sewer only customers, third and subsequent attempts to collect delinquent payment.	26-99.6	\$30.00	
Wastewater Treatment	Exposure and disconnection of sewer.	26-99.6	Actual cost	
Wastewater Treatment (industrial)	Permit to discharge industrial waste into a public sewer.	26-141(c)	\$100.00	

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Wastewater Treatment (industrial): Miscellaneous	Spill or slug discharge at least 60 days following a previous discharge	NA	\$15,000.00	1/16/2024
Wastewater Treatment (industrial): Miscellaneous	Spill or slug discharge within 45 days following a previous discharge	NA	\$20,000.00	1/16/2024
Wastewater Treatment (industrial): Miscellaneous	Spill or slug discharge within 30 days following a previous discharge	NA	\$30,000.00	1/16/2024
Wastewater Treatment (industrial): Miscellaneous	Spill or slug discharge within 10 days following a previous discharge	NA	\$45,000.00	1/16/2024
Wastewater Treatment (industrial): Miscellaneous	Spill or slug discharge within 3 days following a previous discharge	NA	\$60,000.00	1/16/2024
Wastewater Treatment (industrial): Miscellaneous	Spill or slug discharge within 1 day following a previous discharge	NA	\$75,000.00	1/16/2024
Stormwater	Appeal of decision of city engineer	26-193	\$500.00 + publication costs	(10-1-19)
Stormwater	Stormwater fee for residential customers, per month	26-201	\$2.00	11/1/2022
Stormwater	Stormwater fee for commercial and industrial customers, per month	26-201	\$6.00	11/1/2022
Zoning	Application of appeal to zoning board of adjustment.	27-31(3)	\$500.00 + publication costs	10/1/2013
Zoning	Amendment to zoning district map.	27-38(b)	\$325.00 + publication costs	11/1/2022
Zoning	Conditional use permit.	27-56(2)a 27-380	\$325.00 + publication costs	11/1/2022
Zoning	Permit to keep hens, bantam hens and/or ducks, annual permit or renewal	27-295(1)a	\$15.00	4/3/2023

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

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Miscellaneous: Baseball field at Veterans Memorial	Adult games, without practice agreement, per field per day	NA	\$1,000.00	12/4/2023
Miscellaneous: Cabin Rentals	Club house daily rental fee.	NA	\$70.00	12/4/2023
Miscellaneous: Cabin Rentals	Club house refundable damage deposit (cash only).	NA	\$100.00	2/19/2013
Miscellaneous: Cabin Rentals	Elkhorn lodge daily rental fee.	NA	\$210.00	12/4/2023
Miscellaneous: Cabin Rentals	Elkhorn lodge refundable damage deposit (cash only).	NA	\$200.00	2/19/2013
Miscellaneous: Cabin Rentals	Shelter house daily rental fee.	NA	\$45.00	12/4/2023
Miscellaneous: Cabin Rentals	Shelter house refundable damage deposit (cash only).	NA	\$100.00	2/19/2013
Miscellaneous: Cabin Rentals	Woodland cabin daily rental fee.	NA	\$55.00	12/4/2023
Miscellaneous: Cabin Rentals	Woodland cabin refundable damage deposit (cash only).	NA	\$100.00	2/19/2013
Miscellaneous: Cross country course	Practice and meets, annual per athlete.	NA	\$10.00	12/4/2023
Miscellaneous: Electric Vehicles	Vehicle charging fee for first 4 hours, flat fee	NA	\$2.00	6/7/2021
Miscellaneous: Electric Vehicles	Vehicle charging fee after first 4 hours, per hour	NA	\$1.00	6/7/2021
Miscellaneous: Fire Department	Copy of a fire report.	NA	\$10.00	
Miscellaneous: Planning & Development Department	Copy of plat, mailed.	NA	\$8.00	11/1/2022
Miscellaneous: Planning & Development Department	Detailed zoning verification questionnaire response	NA	\$50.00	10/1/2011

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Miscellaneous: Planning & Development Department	Detailed code compliance questionnaire response	NA	\$50.00	10/1/2011
Miscellaneous: Fire Department	Special operations/activities.	NA	Actual cost	
Miscellaneous: Fire Department	Subpoenaed copy of a rescue report.	NA	\$10.00	
Miscellaneous: Football/soccer /baseball Field at Veterans Memorial Park	Special event	NA	To be determined by nature of event	10/1/2021
Miscellaneous: Football and Soccer fields (all fields)	Youth practice, annual per athlete.	NA	\$10.00	12/4/2023
Miscellaneous: Football and Soccer fields (other than Veterans Memorial)	Youth games, with practice agreement, per field per day.	NA	\$20.00	12/4/2023
Miscellaneous: Football and Soccer fields at Veterans Memorial	Youth games, with practice agreement, per field per day.	NA	\$50.00	12/4/2023
Miscellaneous: Football and Soccer fields at Veterans Memorial	Youth game, without practice agreement, per field per day.	NA	\$750.00	12/4/2023
Miscellaneous: Football and Soccer fields (other than Veterans Memorial)	Adult practice, annual per athlete.	NA	\$10.00	12/4/2023

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Miscellaneous: Football and Soccer fields at Veterans Memorial	Adult practice, annual per athlete.	NA	\$15.00	12/4/2023
Miscellaneous: Football and Soccer fields (other than Veterans Memorial)	Adult games, with practice agreement, per field per day.	NA	\$20.00	12/4/2023
Miscellaneous: Football and Soccer fields at Veterans Memorial	Adult games, with practice agreement, per field per day.	NA	\$50.00	12/4/2023
Miscellaneous: Football and Soccer fields at Veterans Memorial	Adult games, without practice agreement, per field per day.	NA	\$1,000	12/4/2023
Miscellaneous: Library	Late book fee, per day.	NA	\$0.10	10/1/2011
Miscellaneous: Library	Late DVD fee, per day.	NA	\$.25	
Miscellaneous: Library	Late hotspot fee, per day.	NA	\$1.00	10/1/2018
Miscellaneous: Library	Late audio book fee, per day.	NA	\$0.10	
Miscellaneous: Library	Late CD fee, per day.	NA	\$.25	10/1/2011
Miscellaneous: Library	Late video game fee, per day	NA	\$.25	10/1/2018
Miscellaneous: Library	Late magazine fee, per day	NA	\$.10	10/1/2018
Miscellaneous: Library	Photo copy, each.	NA	\$0.10	
Miscellaneous: Library	Lost materials.	NA	Actual cost of replacement	
Miscellaneous: Library	Genealogy research fee.	NA	\$10.00	

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Miscellaneous: Library	Interlibrary loan: microfilm/roll.	NA	\$3.00	
Miscellaneous: Parking	Replacement parking tag	NA	\$25.00	2/3/2014
Miscellaneous: Parking stall rental	Annual fee	NA	\$80.00	9/8/2020
Miscellaneous: Parking stall rental	Quarterly fee	NA	\$17.50	11-20-2017
Miscellaneous: Parks	Overnight camping in Ta-Ha-Zouka Park, per night	NA	\$26.00	12/4/2023
Miscellaneous: Parks	Overnight camping in Ta-Ha-Zouka Park (primitive), per night	NA	\$18.00	12/4/2023
Miscellaneous: Parks	Reservable picnic shelter	NA	\$45.00	12/4/2023
Miscellaneous: Parks	Reservable stage at Central Park	NA	\$35.00	9/1/2015
Miscellaneous: Parks	Reservable stage at Johnson Park	NA	\$50.00	12/4/2023
Miscellaneous: Parks	Reservable stage at Skyview Park	NA	\$50.00	12/4/2023
Miscellaneous: Police Department	Copy of an accident report, picked up.	NA	\$3.00	
Miscellaneous: Police Department	Copy of an accident report, mailed.	NA	\$4.00	
Miscellaneous: Police Department	Records subpoena.	NA	\$18.00	
Miscellaneous: Police Department	Copy of a video.	NA	\$20.00	
Miscellaneous: Police Department	Copy of a photo.	NA	\$1.00/sheet	

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Miscellaneous: Police Department	Criminal history check.	NA	\$5.00	
Miscellaneous: Police Department	Finger printing.	NA	\$10.00	
Miscellaneous: Police Department	Gun permit (background check).	NA	\$5.00	
Miscellaneous: Police Department	Breath test related to DUI.	NA	\$35.00	
Miscellaneous: Police Department	Blood/urine test related to DUI.	NA	\$155.00	10/1/2013
Miscellaneous: Public Works	Labor, each employee per hour, first 8 hours	NA	\$55.00	1-2-2024
Miscellaneous: Public Works	Labor, each employee per hour, after initial 8 hours	NA	\$80.00	1-2-2024
Miscellaneous: Public Works	Backhoe, equipment charge per hour (2 hour minimum)	NA	\$100.00 + labor	1-2-2024
Miscellaneous: Public Works	Loader, equipment charge per hour (2 hour minimum)	NA	\$100.00 + labor	1-2-2024
Miscellaneous: Public Works	Loader with snow blower, equipment charge per hour (2 hour minimum)	NA	\$200.00 + labor	1-2-2024
Miscellaneous: Public Works	Excavator, equipment charge per hour (2 hour minimum)	NA	\$100.00 + labor	1-2-2024
Miscellaneous: Public Works	Bobcat/Skid steer, equipment charge per hour (2 hour minimum)	NA	\$100.00 + labor	1-2-2024
Miscellaneous: Public Works	Bobcat/Skid steer concrete breaker, equipment charge per hour (2 hour minimum)	NA	\$150.00 + labor	1-2-2024
Miscellaneous: Public Works	Bobcat/Skid steer broom, equipment charge per hour (2 hour minimum)	NA	\$150.00 + labor	1-2-2024
Miscellaneous: Public Works	Bobcat/Skid steer snow box, equipment charge per hour (2 hour minimum)	NA	\$150.00 + labor	1-2-2024

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Miscellaneous: Public Works	Dump truck, 5 yd., equipment charge per hour (2 hour minimum)	NA	\$100.00 + labor	1-2-2024
Miscellaneous: Public Works	Dump truck, 10 yd., equipment charge per hour (2 hour minimum)	NA	\$100.00 + labor	1-2-2024
Miscellaneous: Public Works	Dump truck, 5 yd. with blade, equipment charge per hour (2 hour minimum)	NA	\$130.00 + labor	1-2-2024
Miscellaneous: Public Works	Dump truck, 10 yd. with blade, equipment charge per hour (2 hour minimum)	NA	\$130.00 + labor	1-2-2024
Miscellaneous: Public Works	Dump truck, 5 yd. with salter, equipment charge per hour (2 hour minimum)	NA	\$180.00 + labor	1-2-2024
Miscellaneous: Public Works	Dump truck, 10 yd. with salter, equipment charge per hour (2 hour minimum)	NA	\$180.00 + labor	1-2-2024
Miscellaneous: Public Works	Dump truck, 5 yd. with de-icer, equipment charge per hour (2 hour minimum)	NA	\$180.00 + labor	1-2-2024
Miscellaneous: Public Works	Dump truck, 10 yd. with de-icer, equipment charge per hour (2 hour minimum)	NA	\$180.00 + labor	1-2-2024
Miscellaneous: Public Works	Attenuator, equipment charge per hour (2 hour minimum)	NA	\$75.00 + labor	1-2-2024
Miscellaneous: Public Works	Tractor, equipment charge per hour (2 hour minimum)	NA	\$75.00 + labor	1-2-2024
Miscellaneous: Public Works	Tractor with bat wing mower, equipment charge per hour (2 hour minimum)	NA	\$100.00 + labor	1-2-2024
Miscellaneous: Public Works	Tractor with alley drag, equipment charge per hour (2 hour minimum)	NA	\$100.00 + labor	1-2-2024
Miscellaneous: Public Works	Grader, equipment charge per hour (2 hour minimum)	NA	\$150.00 + labor	1-2-2024
Miscellaneous: Public Works	Sweeper, equipment charge per hour (2 hour minimum)	NA	\$100.00 + labor	1-2-2024
Miscellaneous: Public Works	Boom truck, equipment charge per hour (2 hour minimum)	NA	\$100.00 + labor	1-2-2024

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Miscellaneous: Public Works	Water truck, equipment charge per hour (2 hour minimum)	NA	\$100.00 + labor	1-2-2024
Miscellaneous: Public Works	Air compressor, equipment charge per hour (2 hour minimum)	NA	\$50.00 + labor	1-2-2024
Miscellaneous: Public Works	Painter, equipment charge per hour (2 hour minimum)	NA	\$75.00 + labor and material	1-2-2024
Miscellaneous: Public Works	Crack sealer, equipment charge per hour (2 hour minimum)	NA	\$50.00 + labor and material	1-2-2024
Miscellaneous: Public Works	Hydro-seeder, equipment charge per hour (2 hour minimum)	NA	\$100.00 + labor and material	1-2-2024
Miscellaneous: Public Works	Message board rental, per day	NA	\$25.00	1-2-2024
Miscellaneous: Public Works	Message board, set up fee	NA	\$100.00	1-2-2024
Miscellaneous: Public Works	Message board, take down fee	NA	\$100.00	1-2-2024
Miscellaneous: Public Works	Service truck, equipment charge per hour (2 hour minimum)	NA	\$30.00 + labor	1-2-2024
Miscellaneous: Public Works	Sewer jet truck, equipment charge per hour (2 hour minimum)	NA	\$100.00 + labor	1-2-2024
Miscellaneous: Public Works	Sewer jet/vac truck, equipment charge per hour (2 hour minimum)	NA	\$100.00 + labor	1-2-2024
Miscellaneous: Public Works	Sewer camera, equipment charge per foot (minimum charge of \$200.00)	NA	\$1.50 + labor	1-2-2024
Miscellaneous: Public Works	Trash pump, equipment charge per hour (2 hour minimum)	NA	\$25.00 + labor	1-2-2024
Miscellaneous: Public Works	Service truck/asphalt hot box, per hour (2 hour minimum)	NA	\$80.00 + labor + material	(date of Ordinance)
Miscellaneous: Public Works	Service truck/smooth drum roller, per hour (2 hour minimum)	NA	\$80.00 + labor	(date of Ordinance)
Miscellaneous: Public Works	Ride-on mower, per hour (2 hour minimum)	NA	\$100.00 + labor	(date of Ordinance)

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Miscellaneous: Recreational Programs	Recreation programs	NA	\$0-\$275.00 (To be determined by nature of program)	11/1/2022
Miscellaneous: Recreational Programs	Swimming lessons, per student.	NA	\$50.00	12/4/2023
Miscellaneous: Recreational Programs	Private swim lessons (per student per 1/2 hour session)	NA	\$15.00	12/4/2023
Miscellaneous: Softball fields	Practice, annual per athlete.	NA	\$10.00	12/4/2023
Miscellaneous: Softball fields (excluding fields #4 & #5)	Games, with practice agreement, per field per day	NA	\$20.00	12/4/2023
Miscellaneous: Street Department	Special operations/activities.	NA	Actual cost	
Miscellaneous: Swimming Pool Admissions	AquaVenture Daily admission: youth (age 4-15).	NA	\$7.00	12/4/2023
Miscellaneous: Swimming Pool Admissions	AquaVenture Daily admission: adult (age 16-54).	NA	\$9.00	12/4/2023
Miscellaneous: Swimming Pool Admissions	AquaVenture Daily admission: senior (age 55 & up) and veterans.	NA	\$8.00	12/4/2023
Miscellaneous: Swimming Pool Admissions	AquaVenture Group daily admission: (maximum 6 people).	NA	\$42.00	12/4/2023
Miscellaneous: Swimming Pool Admissions	AquaVenture Individual season pass: (all ages).	NA	\$100.00	2/21/2017

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

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

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

PASSED AND APPROVED this _____ day of _____, 2024.

ATTEST:

Brianna Duerst, City Clerk

Josh Moenning, Mayor

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

ORDINANCE NO. 5882

AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA TO AMEND SECTION 22-38 OF THE OFFICIAL CITY CODE RELATED TO STREET, CURB, OR GUTTER EXCAVATION WORK DONE BY THE CITY; TO AMEND SECTION 22-48 TO ADDRESS DEFECTIVE WORK DONE BY A PERMITTEE; 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 22-38 of the Official City Code is hereby amended to read as follows:

Sec. 22-38. Work performed by city--Generally.

(a) Except as provided for in this article, all cutting of pavement, breaking, cutting or removal of curbing or gutter, refilling and tamping of trenches, holes, or openings in pavement, or unimproved rights-of-way, and the proper repair and replacement of pavement, curbing, or combined curb and gutter shall be done by the public works department, will be assessed at the actual cost of materials plus time and equipment used pursuant to Section 2-5 of this Code. However, if, in its opinion, the city will benefit by water consolidation methods, when projects are in excess of one half (1/2) block long, it may specify such methods of backfill, except under pavements.

(b) Before performing any work for any person under this article, the public works department shall ascertain verify that such person has a permit authorizing such work, and it The department shall acquaint himself with review the conditions of such permit as to the amount of work authorized and the location of same.

Section 2. That Section 22-48 of the Official City Code is hereby amended to read as follows:

Sec. 22-48. Relative responsibilities of permittees and city.

(a) Each person to whom is issued a permit pursuant to the provisions of this article shall be responsible for all work connected with such permit from the time the permit is issued

until the final replacement of pavement, curbing or gutter and the removal of all obstructions or obstacles to uninterrupted traffic over same, or the refilling and tamping by the city, whichever comes first. Thereafter responsibility for the hole or opening shall belong to the public works department.

(b) If the surface of any cut or opening made by a permittee in any street, alley, sidewalk, or public right-of-way should thereafter become defective within two years of the completion of work by reason of settling, faulty workmanship, or materials, the same shall upon notice to the permittee from the public works director be immediately repaired and restored to the satisfaction of said director at no expense to the City. If such party fails to repair or replace such faulty work within a reasonable time, the City shall proceed to make such necessary repairs and restore the surface of such cut or opening, and the expense incurred by the City shall immediately be paid by the one to whom the permit to make such cut or opening was issued.

(c) Nothing in this section shall relieve the plumber or contractor from his responsibilities under section 22-44(b).

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

PASSED AND APPROVED this _____ day of _____, 2024.

ATTEST:

Brianna Duerst, City Clerk

Josh Moenning, Mayor

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

Date of Issuance: _____ Effective Date: **6-May-24**
 Owner: **City of Norfolk, NE** Owner's Contract No.: **130003**
 Contractor: **BX Civil and Construction** Contractor's Project No.: _____
 Engineer: **JEO Consulting Group, Inc.** Engineer's Project No.: **210953.03**
Benjamin Avneue, 13th Street to 1st Street
 Project: **Street** Contract Name: **Benjamin Avneue, 13th Street to 1st Street**

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

Attachments: See spreadsheet

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>13,175,170.00</u>	Original Contract Times: _____ Substantial Completion: <u>November 17, 2023</u> Ready for Final Payment: <u>December 22, 2023</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : \$ <u>(29,495.51)</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>13,145,674.49</u>	Contract Times prior to this Change Order: Substantial Completion: <u>November 17, 2023</u> Ready for Final Payment: <u>December 22, 2023</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>(220,686.42)</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order: \$ <u>12,924,988.07</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>November 17, 2023</u> Ready for Final Payment: <u>December 22, 2023</u> days or dates

<p>RECOMMENDED:</p> <p>By: <u><i>[Signature]</i></u> By: _____ Engineer (if required) Owner (Authorized Signature)</p> <p>Title: <u>Construction Engineer</u> Title: _____</p> <p>Date: <u>4/30/24</u> Date: _____</p>	<p>ACCEPTED:</p> <p>By: <u><i>Bo Atkins</i></u> By: _____ Contractor (Authorized Signature)</p> <p>Title: <u>Project Manager</u> Title: _____</p> <p>Date: <u>4/30/2024</u> Date: _____</p>
---	--

Approved by Funding Agency (if applicable)
 By: _____ Date: _____
 Title: _____

Change Order Estimate

Project Name: Benjamin Avenue, 13th Street to 1st Street		Project Number:							
Owner: City of Norfolk, NE		Change Order Number: 3							
Contractor: BX Civil and Construction		Effective Date: 5/6/2024							
Item				Current Contract Items		Change Order Information		Revised Contract Items	
Bid Item No.	Description	Unit Price	Unit	Original Item Quantity (+ previous CO's)	Original Item Value (+ previous CO's)	Item Quantity (current CO)	Total Increase/Decrease of Item (\$)	New Item Quantity (w/ current CO)	New Item Value (\$)
Base Bid							\$0.00	0.00	\$0.00
3	Property Pin Establishment	\$245.00	EA	72.00	\$17,640.00	-72.00	(\$17,640.00)	0.00	\$0.00
4	Survey Monument and Box	\$110.00	EA	7.00	\$770.00	-7.00	(\$770.00)	0.00	\$0.00
6	Excavation (Established Quantity)	\$14.00	CY	24881.00	\$348,334.00	-1400.00	(\$19,600.00)	23481.00	\$328,734.00
25	7" Concrete Pavement Class 47-B3500	\$70.00	SY	763.00	\$53,410.00	-763.00	(\$53,410.00)	0.00	\$0.00
29	Concrete Pavement Repair, Type C, Full Depth	\$850.00	CY	126.00	\$107,100.00	-126.00	(\$107,100.00)	0.00	\$0.00
31	4" Foundation Course	\$6.00	SY	40063.00	\$240,378.00	4983.21	\$29,899.26	45046.21	\$270,277.26
47	Temporary Pavement	\$94.00	SY	3027.00	\$284,538.00	-1553.31	(\$146,011.14)	1473.69	\$138,526.86
98	Traffic Signal Controller Modification	\$9,900.00	EA	1.00	\$9,900.00	-0.51	(\$5,049.00)	0.49	\$4,851.00
100	Miovision TrafficLink	\$45,000.00	EA	2.00	\$90,000.00	-0.17	(\$7,650.00)	1.83	\$82,350.00
101	Fiber Optic Connector Housing	\$1,440.00	EA	2.00	\$2,880.00	-2.00	(\$2,880.00)	0.00	\$0.00
102	Fiber Optic Connector Adapter Panel	\$1,390.00	EA	2.00	\$2,780.00	-0.49	(\$681.10)	1.51	\$2,098.90
103	Fiber Optic Splice Enclosure	\$1,540.00	EA	2.00	\$3,080.00	-2.00	(\$3,080.00)	0.00	\$0.00
104	Fiber Optic Splice	\$37.00	EA	12.00	\$444.00	-12.00	(\$444.00)	0.00	\$0.00
115	Pull Box, Type PB-1	\$1,530.00	EA	3.00	\$4,590.00	-1.00	(\$1,530.00)	2.00	\$3,060.00
116	Pull Box, Type PB-2	\$2,030.00	EA	1.00	\$2,030.00	1.00	\$2,030.00	2.00	\$4,060.00
117	Pull Box, Type PB Fiber Vault	\$3,810.00	EA	2.00	\$7,620.00	-2.00	(\$7,620.00)	0.00	\$0.00
118	Luminaire, Type LED	\$1,180.00	EA	4.00	\$4,720.00	-3.11	(\$3,669.80)	0.89	\$1,050.20
133	12 SM Fiber Optic Cable	\$3.80	LF	115.00	\$437.00	-115.00	(\$437.00)	0.00	\$0.00
162	Furnish and Install Geogrid	\$4.00	SY	0.00	\$0.00	4200.00	\$16,800.00	4200.00	\$16,800.00
163	Fiber Mulch	\$3.36	SY	0.00	\$0.00	3167.00	\$10,641.12	3167.00	\$10,641.12
164	Install Class A and B RipRap	\$210.00	TON	0.00	\$0.00	130.45	\$27,394.50	130.45	\$27,394.50
165	GCE-Multi-Layer Epoxy Polymer Overlay for Box Culvert	\$59,445.74	LS	0.00	\$0.00	1.00	\$59,445.74	1.00	\$59,445.74
166	New 200 amp Service	\$3,955.00	EA	0.00	\$0.00	1.00	\$3,955.00	1.00	\$3,955.00
167	Remove and Replace median curb & gutter west to 13th Street	\$60.00	LF	0.00	\$0.00	340.00	\$20,400.00	340.00	\$20,400.00
ALT6	Planting Bed Curb	\$38.00	LF	828.00	\$31,464.00	-360.00	(\$13,680.00)	468.00	\$17,784.00
							(\$220,686.42)		