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## ***VEHICLE PARKING DISTRICT ADVISORY BOARD***

### **Meeting Agenda**

**July 20, 2023 – 8:00 a.m.**

**City Administration Building – Training Room  
309 N. 5th St. – Norfolk NE**

- A. Call Meeting to Order
  - 1. Public notification of the location of the Open Meetings Act
  - 2. Roll Call
- B. Approval of Agenda
- C. Approval of meeting minutes from June 15, 2023 – See attached.
- D. Financial Report- See attached.
- E. New Business
  - 1. Approval of budget and resolution.
  - 2. Snow removal contract.
  - 3. Parking lot overlay schedule.
- F. Old Business
  - 1. BID update.
- G. Adjourn

The next meeting will be on August 17, 2023, at 8:00 a.m. at the City of Norfolk Administration Building, 309 N 5<sup>th</sup> Street, Norfolk, NE.

# **VEHICLE PARKING DISTRICT ADVISORY BOARD**

*Meeting Minutes – June 15, at 8:00 AM*

## **A. Call Meeting to Order**

Connie Geary called the meeting to order at 8:01 a.m.

Geary informed the public about the location of the current copy of the Open Meetings Act posted in the meeting room and accessible to members of the public.

Roll call found the following Board members present: Connie Geary, Stephanie Bates, Tracy Kaczor, Doug Stebbing, Pat Carney. Members Absent: Steve McNally (alternate), Amy Renter (ex-officio), José Nuño.

Guests: PJ Evans, Nate Powell, Mikah Wheeler, Nick Stevenson, Candice Alder, Val Grimes, Anna Allen, Sheila Rios, Scott Adams, Julie Faltys, Dr. Keith Vrbicky.

## **B. Approval of Agenda**

A motion was made by Tracy Kaczor and seconded by Doug Stebbing to amend the agenda to include discussion over the 2023/2024 budget. Ayes: Connie Geary, Stephanie Bates, Tracy Kaczor, Doug Stebbing, Pat Carney. Nays: None.

## **C. Approval of Minutes**

Tracy Kaczor made a motion to approve the minutes, seconded by Doug Stebbing. Ayes: Connie Geary, Stephanie Bates, Tracy Kaczor, Doug Stebbing, Pat Carney. Nays: None.

## **D. Financial Report**

### **E. New Business**

#### **a. Budget discussion.**

- i.** Candice Alder explained the year-to-date expenditure report to the VPD. Alder indicated that they have almost \$79,000 that have not been spent.
- ii.** Alder presented the proposed budget for 2023/2024. Alder indicated that the fiscal year ends September 30<sup>th</sup>. The beginning fund balance is estimated at approximately \$200,000 and an estimated revenue from property taxes just under \$110,000.
- iii.** Alder indicated that page four breaks down the VPD spending. These expenses are estimated and may need to be adjusted to include festoon lighting and The River Point sign as Dr. Vrbicky is exploring a collaboration for a new sign.
- iv.** Landscaping maintenance along the terrace has typically been charged to the VPD. Sheila Rios indicated that whenever the city does something downtown it is typically charged to the VPD. Alder indicated that we could adjust the language in the base level of services agreement to reflect the activities being charged for. Nate Powell said he is looking for consistency throughout the city on what Parks and Recreation is charging for.
- v.** Stephanie Bates mentioned that the VPD was not formed to pay back the city for maintenance but to create funds for improvements in the area.

- b. Downtown sign discussion.
  - i. Alder introduced Dr. Vrbicky and indicated that he is looking at redevelopment of the current Salvation Army lot. He would like to collaborate with the VPD on a new enhanced sign at the corner of 7<sup>th</sup> and Norfolk Ave.
  - ii. Dr. Vrbicky indicated that they are wanting to build a new clinic in the downtown. He indicated that the clinic would be on the northwest corner of the lot and then developing or selling lots in the southwest corner along Norfolk Ave. He mentioned once The Salvation Army relocates, the current building will be demolished and redeveloped. He is looking at signage for the urgent care clinic on his building as well as along Norfolk Ave. Dr. Vrbicky is wanting to know if there is any interest from the VPD in collaborating for a new sign along Norfolk Ave.
  - iii. Geary indicated a taller sign would be nice. Pat Carney asked Dr. Vrbicky what his timeline is and Dr. Vrbicky indicated that it would be quick moving and he is looking to start in August. Val Grimes indicated that the current zoning does not put any height restrictions on signage. The VPD indicated they would like the sign to be digital.

## F. Old Business

- a. Downtown banners.
  - i. PJ Evans indicated that she has two banner designs with 29 each in her possession. Geary indicated that the rest of the signs are at Northeast Community College. Evans mentioned that she would like to have a schedule of when the VPD would want the banners changed.
- b. Festoon lighting conversation.
  - i. Julie Faltys shared some designs for festoon lighting. She indicated that the lighting would require higher light poles. Faltys mentioned that instead of spanning the full length of the street to do the intersections and midblock crossings instead. The current blocks that have midblock crossings are between 2<sup>nd</sup> Street through 5<sup>th</sup> Street.
  - ii. Steve Rames indicated that from an infrastructure standpoint that doing the intersections is much more feasible. The footings for the old signals could be used for new poles. The electricity is already in place as well. A cable from poles will be utilized to enhance the integrity of the lighting. Funding sources to make the midblock crossings ADA accessible have been identified and the process to adapt these is moving.
  - iii. Alder asked the board members if there would be interest in exploring providing funding for the festoon lighting. She asked if the VPD would be willing to budget for 16 new poles at \$5,000 per pole for a total of \$80,000 in next year's budget. Geary asked if the board could reassign the parking lot maintenance and the Christmas decorating funds to be festoon lighting in the expenditure budget.
- c. River Point name usage discussion.
  - i. Avenue Bridal is hosting a bridal show at The District Event Center and would like to call it The River Point Wedding Expo. She would like permission to use The River Point name.
  - ii. Stephanie Bates made a motion to approve the use of The River Point name for the Avenue Bridal shower. Tracy Kaczor seconded the motion.
- d. Bid update.
  - i. Topic was not discussed due to time constraints.
- e. Base level of service agreement.
  - i. Topic was not discussed due to time constraints.

**G. Adjourn.**

Stephanie Bates made a motion to adjourn the meeting, seconded by Tracy Kaczor. The meeting was adjourned at 9:23 a.m.

The next VPD meeting will be Thursday, August 17, 2023, at 8:00 a.m. at the City of Norfolk Administration building at 309 N. 5<sup>th</sup> Street, Norfolk, NE.

**VPD Monthly Financial Summary - July 20, 2023**

Date	Expenses	Deposit	Expense	Description
	Sound Products		\$ 55.00	Monthly Music Service
	DNA		\$ 1,500.00	Monthly Payment for rent and monthly fees for maintenance, electricity, insurance of sign
	NPPD		\$ 268.60	Electricity
	Hollman Media		\$ 70.00	Domain Listing
	Prime Sanitation		\$ 348.75	Monthly Trash Charges
	Depository Trust Co.		\$ 440.00	Debt Service-Interest
	Norfolk Daily News		\$ 11.98	Notice
	Total Expenses		\$ 2,694.33	

**FUND REVENUE DETAIL**

**FUND CODE: 103**

<b>Code</b>	<b>Description</b>	<b>2020-2021 Actual Revenues</b>	<b>2021-2022 Actual Revenues</b>	<b>2022-2023 Estimated Revenues</b>	<b>2022-2023 Budget</b>	<b>2023-2024 Budget</b>	<b>Dollar Increase (Decrease)</b>	<b>Percent Increase (Decrease)</b>
	<b>Beginning Fund Balance</b>	151,090	196,549	232,334	181,844	210,480	28,636	15.75%
	<b>Taxes</b>							
31101	Property Taxes	95,348	98,289	97,000	100,688	109,688	9,000	8.94%
31401	Motor Vehicle Pro Rate	292	302	270	270	270	-	-
	<b>Total Taxes</b>	95,640	98,591	97,270	100,958	109,958	9,000	8.91%
	<b>Intergovernmental Revenues</b>							
34506	Homestead Allocation	-	65	45	-	-	-	-
34507	Property Tax Credit	4,316	3,870	3,842	-	-	-	-
	<b>Total Intergovernmental Revenues</b>	4,316	3,935	3,887	-	-	-	-
	<b>Rent &amp; Other Revenue</b>							
37104	Parking Lot Rent	34,643	723	-	-	-	-	-
	<b>Total Rent &amp; Other Revenue</b>	34,643	723	-	-	-	-	-
	<b>Other Interest Income</b>							
38601	Interest on Loans	145	2	-	-	-	-	-
38801	Other Interest Income	733	1,317	4,710	1,300	4,600	3,300	253.85%
	<b>Total Other Interest Income</b>	878	1,319	4,710	1,300	4,600	3,300	253.85%
	<b>Non-Revenue Receipts</b>							
39503	Proceeds - Refunding Bonds	155,000	-	-	-	-	-	-
39704	Other Loans Principal Payments	6,132	1,175	-	-	-	-	-
	<b>Total Non-Revenue Receipts</b>	161,132	1,175	-	-	-	-	-
	<b>Total Revenue</b>	296,609	105,743	105,867	102,258	114,558	12,300	12.03%
	<b>Total Funds Available</b>	447,699	302,292	338,201	284,102	325,038	40,936	14.41%

**FUND REVENUE BUDGET CALCULATION****FUND CODE: 103**

<b>Code</b>	<b>Description</b>	<b>Amount</b>
	BEGINNING FUND BALANCE Estimate of amount to be brought forward on October 1, 2023 after current obligations which includes \$11,939 cash held by the County Treasurer.	210,480
31101	PROPERTY TAXES All property taxes on real and personal property are measured by value. Assuming a 1% collection fee, it will be necessary to levy property tax of \$110,785 resulting in a levy rate of 35 cents per \$100 of assessed value.	109,688
31401	MOTOR VEHICLE PRO RATE	270
38801	OTHER INTEREST INCOME Average of beginning and ending balance @ 3%.	4,600

**DIVISION EXPENDITURE DETAIL**

**DIVISION CODE: 013**

<b>Code</b>	<b>Description</b>	<b>2020-2021 Actual Expenditures</b>	<b>2021-2022 Actual Expenditures</b>	<b>2022-2023 Estimated Expenditures</b>	<b>2022-2023 Budget</b>	<b>2023-2024 Budget</b>	<b>Dollar Increase (Decrease)</b>	<b>Percent Increase (Decrease)</b>
<b>Other Operating Costs</b>								
33	Contract Snow Removal	24,281	4,032	32,925	28,000	35,000	7,000	25.00%
	<b>Total Other Operating Costs</b>	<b>24,281</b>	<b>4,032</b>	<b>32,925</b>	<b>28,000</b>	<b>35,000</b>	<b>7,000</b>	<b>25.00%</b>
<b>Utilities &amp; Maintenance</b>								
41	Electricity	3,424	3,223	3,223	4,400	4,400	-	-
43	Water & Sewer	1,289	1,262	1,600	1,500	1,700	200	13.33%
46	Building Ground & Plant Maintenance	13,444	9,746	28,000	78,200	19,300	(58,900)	(75.32%)
	<b>Total Utilities &amp; Maintenance</b>	<b>18,157</b>	<b>14,231</b>	<b>32,823</b>	<b>84,100</b>	<b>25,400</b>	<b>(58,700)</b>	<b>(69.80%)</b>
<b>Legislative Affairs</b>								
51	Public Relations	7,592	2,748	11,500	21,500	21,500	-	-
	<b>Total Legislative Affairs</b>	<b>7,592</b>	<b>2,748</b>	<b>11,500</b>	<b>21,500</b>	<b>21,500</b>	<b>-</b>	<b>-</b>
<b>Other Administration &amp; Overhead</b>								
61	Insurance	269	514	533	550	608	58	10.55%
63	Postage	34	13	50	50	50	-	-
64	Office Supplies	-	-	500	500	500	-	-
65	Legal Notices & Advertising	31	-	1,000	1,000	1,000	-	-
68	Other Professional Fees	27,247	32,406	27,460	27,540	27,540	-	-
	<b>Total Administration &amp; Overhead</b>	<b>27,581</b>	<b>32,933</b>	<b>29,543</b>	<b>29,640</b>	<b>29,698</b>	<b>58</b>	<b>0.20%</b>
<b>Capital Outlay</b>								
87	Infrastructure	-	-	-	-	85,000	85,000	100.00%
	<b>Total Capital Outlay</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>85,000</b>	<b>85,000</b>	<b>100.00%</b>



**DIVISION EXPENDITURE DETAIL**

**DIVISION CODE: 013**

<b>Code</b>	<b>Description</b>	<b>2020-2021 Actual Expenditures</b>	<b>2021-2022 Actual Expenditures</b>	<b>2022-2023 Estimated Expenditures</b>	<b>2022-2023 Budget</b>	<b>2023-2024 Budget</b>	<b>Dollar Increase (Decrease)</b>	<b>Percent Increase (Decrease)</b>
	<b>Debt Service</b>							
91	Principal	170,000	15,000	20,000	20,000	20,000	-	-
92	Interest	3,539	1,014	930	930	825	(105)	(11.29%)
	<b>Total Debt Service</b>	<u>173,539</u>	<u>16,014</u>	<u>20,930</u>	<u>20,930</u>	<u>20,825</u>	<u>(105)</u>	<u>(0.50%)</u>
	<b>Total Expenditures</b>	251,150	69,958	127,721	184,170	217,423	33,253	18.06%
	<b>Ending Balance</b>	<u>196,549</u>	<u>232,334</u>	<u>210,480</u>	<u>99,932</u>	<u>107,615</u>	<u>7,683</u>	<u>7.69%</u>
	<b>Total Funds Accounted For</b>	<u><u>447,699</u></u>	<u><u>302,292</u></u>	<u><u>338,201</u></u>	<u><u>284,102</u></u>	<u><u>325,038</u></u>	<u><u>40,936</u></u>	<u><u>14.41%</u></u>

**DIVISION EXPENDITURE BUDGET CALCULATION**

**DIVISION CODE: 013**

<b>Code</b>	<b>Description</b>	<b>Amount</b>	<b>Code</b>	<b>Description</b>	<b>Amount</b>	<b>Code</b>	<b>Description</b>	<b>Amount</b>
<b>30</b>	<b>OTHER OPERATING COSTS</b>		<b>60</b>	<b>OTHER ADMIN. &amp; OVERHEAD</b>		92	INTEREST	
33	CONTRACT SNOW REMOVAL		61	INSURANCE			Bond Payment	825
	Estimated cost to contract w/outside contractors to remove snow of Off-Street Parking District	35,000		General Liability	608		TOTAL INTEREST	825
	TOT.CONTRACT SNOW REMOVA	35,000		TOTAL INSURANCE	608		<b>TOTAL DEBT SERVICE</b>	<b>20,825</b>
	<b>TOTAL OTHER OPER. COSTS</b>	<b>35,000</b>	63	POSTAGE	50		<b>GRAND TOTAL</b>	<b>217,423</b>
				TOTAL POSTAGE	50			
<b>40</b>	<b>UTILITIES &amp; MAINTENANCE</b>		64	OFFICE SUPPLIES				
41	ELECTRICITY			Miscellaneous	500			
	Lights	4,400		TOTAL OFFICE SUPPLIES	500			
	TOTAL ELECTRICITY	4,400	65	LEGAL NOTICES & ADVERTISE	1,000			
				TOT. LEGAL NOTICES&ADVER.	1,000			
43	WATER & SEWER		68	PROFESSIONAL FEES				
	City Owned Sprinklers	1,700		Transfer to City of Norfolk General Fund for bookkeeping, and general administration	5,780			
	TOTAL WATER & SEWER	1,700		Filing Fees for FIP	400			
				Website Management	3,360			
46	MAINTENANCE			DNA Management of Digital Sign	18,000			
	Sweeping	3,500		TOTAL PROFESSIONAL FEES	27,540			
	Landscape Maintenance	9,000		<b>TOT. OTHER ADMIN.&amp;OVHEAD</b>	<b>29,698</b>			
	Trash Collection	4,300						
	Materials & Miscellaneous Labor	2,500						
	TOTAL MAINTENANCE	19,300						
	<b>TOTAL UTILITIES &amp; MAINT.</b>	<b>25,400</b>						
<b>50</b>	<b>LEGISLATIVE AFFAIRS</b>		<b>80</b>	<b>CAPITAL OUTLAY</b>				
51	PUBLIC RELATIONS		87	INFRASTRUCTURE				
	Music Service	660		Parking Lot Improvements/Festoon Lighting	85,000			
	Website Hosting	840		TOTAL INFRASTRUCTURE	85,000			
	Other Advertising & Promotion	20,000		<b>TOTAL CAPITAL OUTLAY</b>	<b>85,000</b>			
	TOTAL PUBLIC RELATIONS	21,500						
	<b>TOTAL LEGISLATIVE AFFAIRS</b>	<b>21,500</b>	<b>90</b>	<b>DEBT SERVICE</b>				
			91	PRINCIPAL				
				Bond Payment	20,000			
				TOTAL PRINCIPAL	20,000			

**DIVISION EXPENDITURE BUDGET CALCULATION**

**DIVISION CODE: 013**

FISCAL YEAR 2023-2024

Bond Issue	Payment Date	Principal Amount	Payment Date	Interest Amount	Total Interest
Off-Street Parking Refunding Bonds Series 2020	12-15-2023	20,000	12-15 -23 6-15 -24	440 385	825
<b>TOTALS</b>		20,000		825	825

**Resolution No. 2023-1**

**WHEREAS**, the board of the Vehicle Off-Street Parking District No. 1 of the City of Norfolk, Nebraska, has declared its intent to submit to the City Council a preliminary request for levy allocation of \$110,785; and

**WHEREAS**, the board has approved the request by a majority vote of the board members present at the July 20, 2023 board meeting.

**NOW, THEREFORE BE IT RESOLVED**, by the board of the Vehicle Off-Street Parking District No. 1 of the City of Norfolk, Nebraska as follows:

The board requests a levy allocation of \$110,785 from the Norfolk City Council.

**PASSED AND APPROVED** this 20th day of July, 2023.

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VPD President

ATTEST:

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VPD Vice President

## AGREEMENT

THIS AGREEMENT, made and entered into this 5<sup>th</sup> day of December, 2022, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and Andrew Olsen, D/B/A Olsen Mowing & Snow Removal, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR agrees to provide fast and efficient snow piling services to CITY; and

WHEREAS, CONTRACTOR is willing to provide de-icing services to aid in the street cleaning efforts for CITY;

IT IS THEREFORE AGREED by and between the parties hereto as follows:

1. **SERVICES.** CONTRACTOR agrees to provide services to aid CITY in its snow piling and de-icing efforts in designated CITY-owned lots throughout the Vehicle Parking District in accordance with the RFP attached hereto as Exhibit "A".
2. **CONSIDERATION.** CITY agrees to use CONTRACTOR during the term of this Agreement. As consideration for CONTRACTOR to make his equipment and operators available to CITY within a reasonable time frame, the rates paid by CITY are as reflected in Exhibit "B". CONTRACTOR also agrees to be responsible for the wages, workers' compensation insurance, withholding and social security for the operators of said equipment, and holds the CITY harmless for the payment of the same.
3. **ITEMIZED STATEMENT.** CONTRACTOR shall within thirty (30) days of the completion of said snow and ice remediation present his itemized statement of hours worked to the Street Manager of CITY, who shall then present the same to be approved for payment at the next regular City Council meeting of CITY.
4. **INDEPENDENT CONTRACTOR.** CONTRACTOR agrees that for all purposes of this Agreement that he is an independent contractor and agrees to carry insurance coverage as follows: 1) worker's compensation coverage as required by Nebraska statute; 2) general liability insurance in the minimum amount of \$1,000,000 per occurrence for property damage and bodily injury; 3) auto liability in the minimum amount of \$1,000,000 for bodily injury and property damage each accident; 4) medical expense \$5,000 any one person; and 5) to add City of Norfolk as an additional insured to the liability policy and furnish a certificate of insurance to CITY prior to Agreement performance. CONTRACTOR further agrees to hold CITY harmless for any negligent acts of their agents or employees while fulfilling the terms of this contract.
5. **HOLD HARMLESS/INDEMNIFICATION.** CONTRACTOR agrees to save, hold harmless, indemnify and defend CITY, its representatives, agents and employees from any loss or damage or claim of loss by CONTRACTOR 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 CONTRACTOR failing to perform his obligations under this Agreement or engaging in any activity not authorized by this Agreement. The parties acknowledge and agree that these indemnification and hold harmless provisions specifically include, but are not limited to, any claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees for any COVID-19, novel coronavirus, or related issues.
6. **AGREEMENT VOIDABLE BY CITY.** If the City of Norfolk receives at least 2 inches of snow, or as otherwise agreed upon between CITY and CONTRACTOR, CONTRACTOR shall provide snow piling services. If CONTRACTOR fails to provide the snow piling services to CITY within a reasonable time after notification of need by the CITY, this Agreement shall be voidable at the option of CITY.
7. **TERM.** This Agreement shall become effective on the date of execution hereof and remain in effect for the 2022-2023 snow season, unless otherwise terminated as set forth herein.
8. **E-VERIFY PROGRAM.** CONTRACTOR is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of

Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

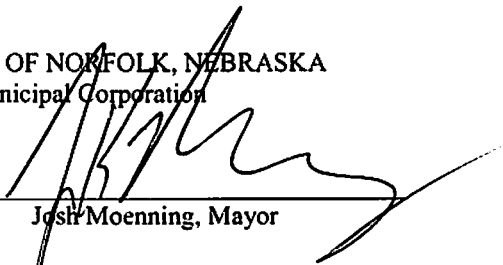
9. NON-DISCRIMINATION. Pursuant to the Title VI Non-Discrimination Program of the City of Norfolk, CONTRACTOR agrees to comply with the provisions set forth in Appendix A to CITY's Title VI Non-discrimination Program, if applicable. A copy of said provisions are attached hereto as Exhibit "C". Any reference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

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Agreement the day and year first above written.


ATTEST:

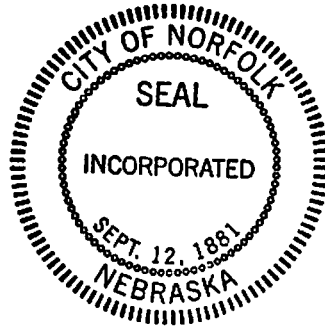
  
\_\_\_\_\_  
Brianna Duerst, City Clerk

CITY OF NORFOLK, NEBRASKA  
A Municipal Corporation

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

CONTRACTOR

  
\_\_\_\_\_  
Andrew Olsen, D/B/A Olsen Mowing  
& Snow Removal



## Exhibit "A"



309 N 5<sup>th</sup> St  
Norfolk, NE 68701  
P402-844-2000 F402-844-2028  
www.norfolkne.gov

Administration Division

### REQUEST FOR BID

The City of Norfolk is requesting bids to enter into an agreement with a contractor or multiple contractors to provide snow operation services for downtown streets and VPD parking lot locations for the 2022-2023 Snow Operation Season. Bids are to be returned to the City of Norfolk, Attn: Purchasing, 309 N 5<sup>th</sup> Street, Norfolk, NE 68701 **by 3:30 p.m., Wednesday, November 16th, 2022.**

The City reserves the right to reject any or all bids or any portion and to waive informality in any bid. In making bid awards, the City of Norfolk reserves the right to determine responsive bidders and responsible bidders as defined below:

**RESPONSIVE BIDDER:** A person or company who has submitted a bid which conforms in all material respects to the **REQUEST FOR BID**.

**RESPONSIBLE BIDDER:** A person or company who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance as prescribed by Norfolk City Code Section 2-110(e).

The City reserves the right to consider "lowest total cost" including, but not limited to product features, services, and life cycle costs.

### INSTRUCTIONS

1. Bids must be signed by an authorized representative of the firm submitting the bid and returned on the enclosed bid sheets. Bids by email to [sthansen@norfolkne.gov](mailto:sthansen@norfolkne.gov) will be accepted. Bidder is encouraged to call (402) 844-2019 to confirm email was received.
2. The City of Norfolk is tax exempt. A tax exempt certificate will be furnished upon request for applicable purchases.
3. Return mailed bids in an envelope marked "**RFB Snow Removal**" to the following address: City of Norfolk, Attn: Purchasing, 309 N 5th Street, Norfolk, Nebraska 68701.
4. Return emailed bids to: [sthansen@norfolkne.gov](mailto:sthansen@norfolkne.gov)
5. Any questions concerning this request for bids should be directed to Will Elwell, Streets Manager at (402) 844-2183 or [welwell@norfolkne.gov](mailto:welwell@norfolkne.gov).
6. The City reserves the right to choose between check and credit card payment.

## Exhibit "A"



309 N 5<sup>th</sup> St  
Norfolk, NE 68701  
P402-844-2000 F402-844-2028  
www.norfolkne.gov

Administration Division

### **Vehicle Parking District (VPD) and Downtown Snow Operations – Bid Request**

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#### **SCOPE OF SERVICES:**

1. The City of Norfolk and Vehicle Parking District proposes to enter into an agreement with a contractor or multiple contractors to provide snow operation services for downtown streets and VPD parking lot locations indicated on the attached maps.

**THIS PROJECT CONSISTS OF FURNISHING ALL MATERIALS, EQUIPMENT, LABOR AND TRANSPORTATION NECESSARY TO PROVIDE SNOW AND ICE REMOVAL SERVICES AT LOCATIONS LISTED AND DESCRIBED HEREIN.**

2. The purpose for this proposal is to provide the City with comprehensive professional snow piling and ice removal on City owned streets and parking lots in the designated areas. The City is requesting Contractor to provide ideas and considerations for costs of management, personnel, materials, equipment, and transportation necessary to provide services for any or all locations listed on the attached maps.
3. Snow services to consider should include snow plowing in specific locations to maintain bare pavement as weather will permit, and ensure proper and safe street traffic flow through parking lots during normal hours of operation.
4. Contractor dumping snow onto a VPD pile from anywhere other than a VPD lot will not be tolerated and is considered littering. Such actions will be considered a breach of contract and grounds for agreement termination.
5. Use of all equipment is at the contractor's expense, and therefore should be included when considering bid submissions.
6. City will be responsible for snow removal on adjacent sidewalks. Removing snow piles from site during routine snow operations may be negotiated. As such, contractor shall not pile snow around objects like poles, signs, cars, etc., to ensure efficiency during City snow pile removal operations.



## Exhibit "A"



309 N 5<sup>th</sup> St  
Norfolk, NE 68701  
P402-844-2000 F402-844-2028  
www.norfolkne.gov

Administration Division

7. Contractor has the option to offer onsite snow melting service cost.
8. Questions should be directed to:  
Will Elwell, Streets Manager  
(402) 844-2183 or [welwell@norfolkne.gov](mailto:welwell@norfolkne.gov).
9. Bids should be returned by **3:30 p.m., Wednesday, November 16, 2022:**  
City of Norfolk  
Attn: Purchasing  
309 N 5<sup>th</sup> Street  
Norfolk, NE 68701

### SPECIAL CONSIDERATIONS:

1. Snow is not to be piled in streets / alleyways. The **ONLY** exceptions are as follows:
  - a. Lot C-2, North 3rd Street, snow may be piled on street center in such a manner to allow traffic flow.
  - b. Lot I-2 parallel parking area adjacent to South 3rd St., snow will be allowed to be pushed into the street windrow.
2. Lot C1 and C2 considerations.
3. City is open to Contractor availability to perform all or any combination of:
  - a. Snow piling in VPD lots
  - b. Geomelt application to parking lots
  - c. Snow removal from VPD lots
  - d. Snow operations and removal from streets in the designated area of the attached maps
4. Services are to be provided for the 2022-2023 snow operation season with consideration being given for additional years or a multi-year agreement based on performance.

Exhibit "A"



309 N 5<sup>th</sup> St  
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Administration Division

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**INVOICING EXPECTATIONS:**

1. Contractor understands invoices must include detail of work performed, dates and location of service and prices. Please include one original invoice and one copy. Payment shall not be due until thirty (30) days after the invoice has been received at:

City of Norfolk.  
Attn: Street Division  
309 N 5<sup>th</sup> Street  
Norfolk, NE 68701

2. Payment may be withheld if work is not performed as described under SCOPE OF SERVICES, and the immediate termination of services contract could occur.
3. Credit Card payments can be made during normal business hours after appropriate approval. Check payment will be issued after VPD and City Council approval.

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**INSURANCE:**

**Minimum Limits of Insurance - Contractor shall maintain limits no less than:**

1. Commercial General Liability: \$1,000,000 combined single limit for bodily injury, personal injury and property damage.
2. Medical Expense minimum of: \$5,000 any one person
3. Automobile Liability: \$1,000,000 combined single limits and property damage.
4. Workers' Compensation and Employers' Liability; Workers' Compensation and Employers' Liability Limits as required by the Labor Code of the State of Nebraska.

**In addition, the Contractor shall:**

- name the City of Norfolk as certificate holder
- name the City of Norfolk as additionally insured

Exhibit "A"



309 N 5<sup>th</sup> St  
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Administration Division

**BID SHEET**

1. Cost proposal and considerations for piling snow in VPD Parking Lot locations as indicated on the attached maps.

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2. Cost proposal and considerations for snow removal from the VPD Parking Lots:

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3. Cost proposal and considerations for snow removal on streets in the designated areas of the attached maps:

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Option #1: Snow Melting Service if offered or available: \_\_\_\_\_

Option #2: Cost & Rate Information for Liquid De-Icing on a per request basis: \_\_\_\_\_

Credit Card payments can be made during normal business hours.

Do you accept C.C. payments? \_\_\_\_\_ YES \_\_\_\_\_ NO If yes, is there a fee? \_\_\_\_\_

Exhibit "A"



309 N 5<sup>th</sup> St  
Norfolk, NE 68701  
P402-844-2000 F402-844-2028  
www.norfolkne.gov

Administration Division

Potential bidders are encouraged to ask questions and include additional pages for clarification to the City in regards to the services offered and costs for said services. Term of contract shall be the 2022-2023 snow season; but contractor may address any potential benefits of a multi-year agreement below:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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Bidder (Name of Firm) \_\_\_\_\_

Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_ E-MAIL \_\_\_\_\_

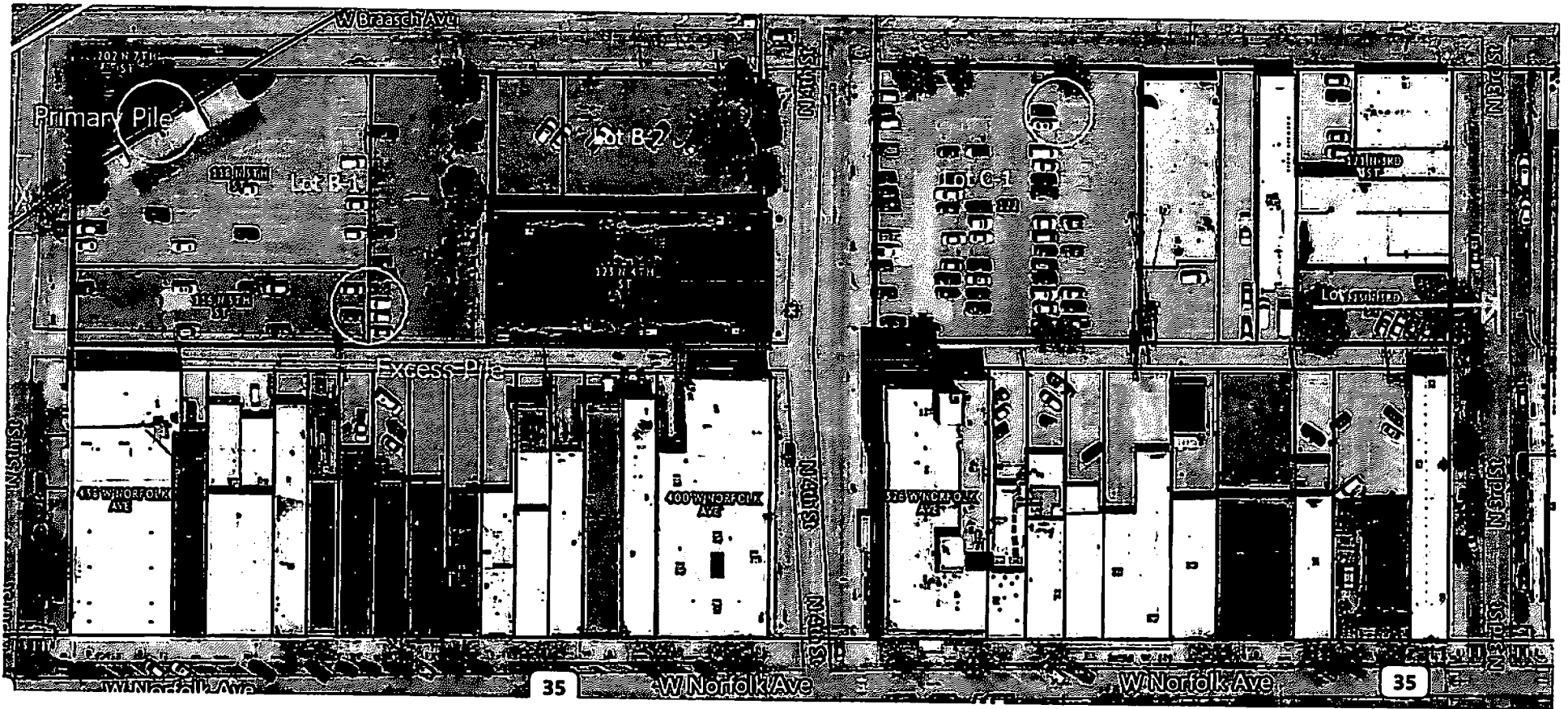
Authorized Signature \_\_\_\_\_ DATE \_\_\_\_\_

# Exhibit "A" Map of street snow removal



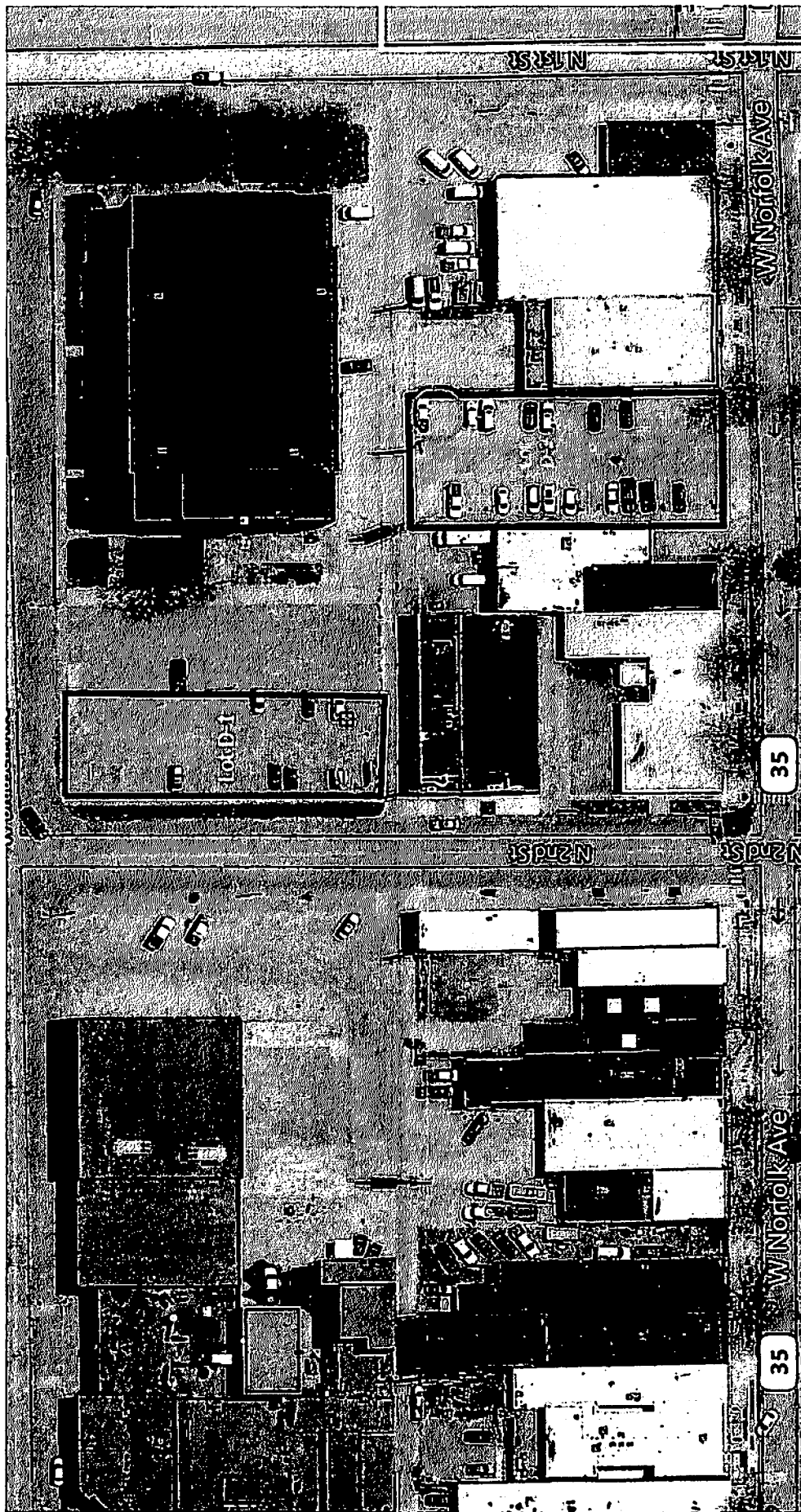
- Street Snow to be burned and removed from site
- VPD Lots
- (White) VPD Boundary Lines

Exhibit "A"



○ VPD snow piling to be removed later by City or contractor

Exhibit "A"



○ VPD snow piling to be removed later by City or contractor

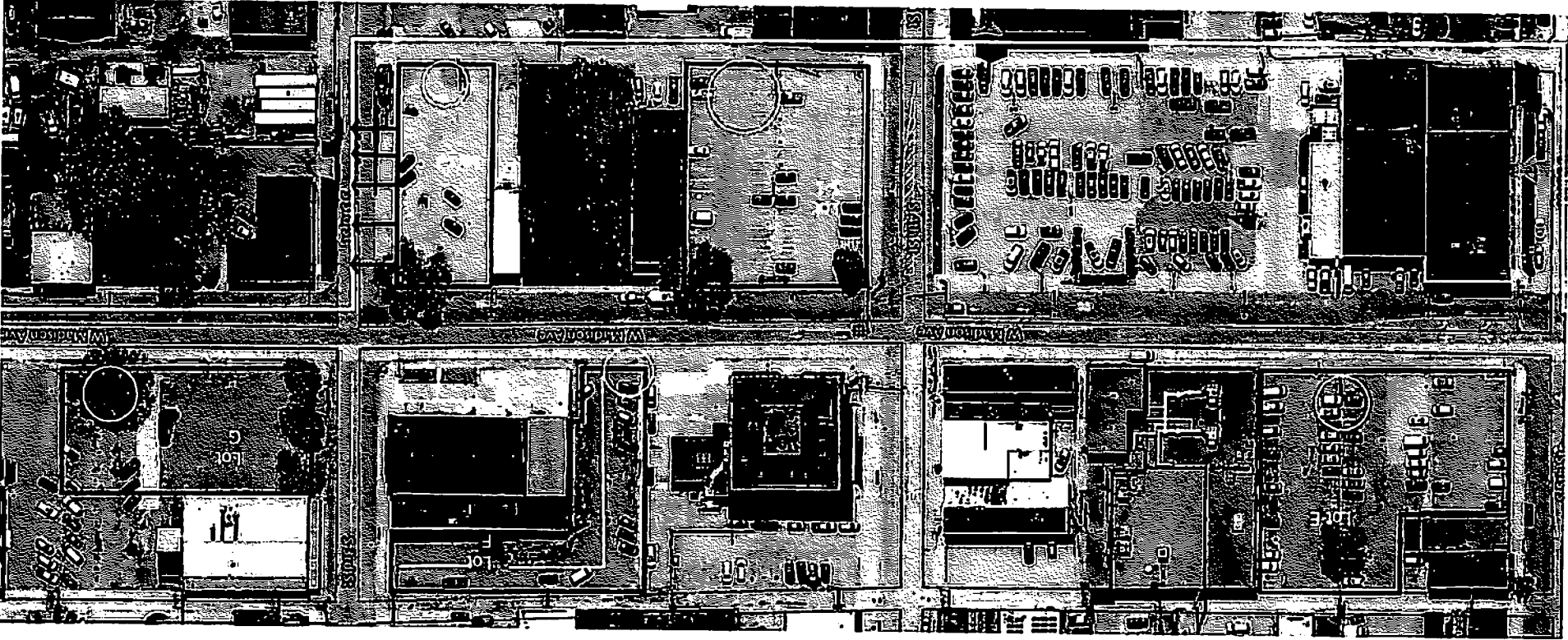


Exhibit "A"

○ VPD snow piling to be removed later by City or contractor



## Exhibit "B"

### Olson Snow Removal Bid Submittal



309 N 5<sup>th</sup> St  
Norfolk, NE 68701  
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### REQUEST FOR BID

The City of Norfolk is requesting bids to enter into an agreement with a contractor or multiple contractors to provide snow operation services for downtown streets and VPD parking lot locations for the 2022-2023 Snow Operation Season. Bids are to be returned to the City of Norfolk, Attn: Purchasing, 309 N 5<sup>th</sup> Street, Norfolk, NE 68701 **by 3:30 p.m., Wednesday, November 16th, 2022.**

The City reserves the right to reject any or all bids or any portion and to waive informality in any bid. In making bid awards, the City of Norfolk reserves the right to determine responsive bidders and responsible bidders as defined below:

**RESPONSIVE BIDDER:** A person or company who has submitted a bid which conforms in all material respects to the **REQUEST FOR BID**.

**RESPONSIBLE BIDDER:** A person or company who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance as prescribed by Norfolk City Code Section 2-110(e).

The City reserves the right to consider "lowest total cost" including, but not limited to product features, services, and life cycle costs.

### INSTRUCTIONS

1. Bids must be signed by an authorized representative of the firm submitting the bid and returned on the enclosed bid sheets. Bids by email to [sthansen@norfolkne.gov](mailto:sthansen@norfolkne.gov) will be accepted. Bidder is encouraged to call (402) 844-2019 to confirm email was received.
2. The City of Norfolk is tax exempt. A tax exempt certificate will be furnished upon request for applicable purchases.
3. Return mailed bids in an envelope marked "**RFB Snow Removal**" to the following address: City of Norfolk, Attn: Purchasing, 309 N 5th Street, Norfolk, Nebraska 68701.
4. Return emailed bids to: [sthansen@norfolkne.gov](mailto:sthansen@norfolkne.gov)
5. Any questions concerning this request for bids should be directed to Will Elwell, Streets Manager at (402) 844-2183 or [welwell@norfolkne.gov](mailto:welwell@norfolkne.gov).
6. The City reserves the right to choose between check and credit card payment.

## **Vehicle Parking District (VPD) and Downtown Snow Operations – Bid Request**

### **SCOPE OF SERVICES:**

1. The City of Norfolk and Vehicle Parking District proposes to enter into an agreement with a contractor or multiple contractors to provide snow operation services for downtown streets and VPD parking lot locations indicated on the attached maps.

**THIS PROJECT CONSISTS OF FURNISHING ALL MATERIALS, EQUIPMENT, LABOR AND TRANSPORTATION NECESSARY TO PROVIDE SNOW AND ICE REMOVAL SERVICES AT LOCATIONS LISTED AND DESCRIBED HEREIN.**

2. The purpose for this proposal is to provide the City with comprehensive professional snow piling and ice removal on City owned streets and parking lots in the designated areas. The City is requesting Contractor to provide ideas and considerations for costs of management, personnel, materials, equipment, and transportation necessary to provide services for any or all locations listed on the attached maps.
3. Snow services to consider should include snow plowing in specific locations to maintain bare pavement as weather will permit, and ensure proper and safe street traffic flow through parking lots during normal hours of operation.
4. Contractor dumping snow onto a VPD pile from anywhere other than a VPD lot will not be tolerated and is considered littering. Such actions will be considered a breach of contract and grounds for agreement termination.
5. Use of all equipment is at the contractor's expense, and therefore should be included when considering bid submissions.
6. City will be responsible for snow removal on adjacent sidewalks. Removing snow piles from site during routine snow operations may be negotiated. As such, contractor shall not pile snow around objects like poles, signs, cars, etc., to ensure efficiency during City snow pile removal operations.

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*right at home.* [www.norfolkne.gov](http://www.norfolkne.gov) Administration Division

7. Contractor has the option to offer onsite snow melting service cost.

8. Questions should be directed to:

Will Elwell, Streets Manager

(402) 844-2183 or [welwell@norfolkne.gov](mailto:welwell@norfolkne.gov).

9. Bids should be returned by **3:30 p.m., Wednesday, November 16, 2022:**

City of Norfolk

Attn: Purchasing

309 N 5<sup>th</sup> Street

Norfolk, NE 68701

#### SPECIAL CONSIDERATIONS:

1. Snow is not to be piled in streets / alleyways. The ONLY exceptions are as follows:
  - a. Lot C-2, North 3rd Street, snow may be piled on street center in such a manner to allow traffic flow.
  - b. Lot I-2 parallel parking area adjacent to South 3rd St., snow will be allowed to be pushed into the street windrow.
2. Lot C1 and C2 considerations.
3. City is open to Contractor availability to perform all or any combination of:
  - a. Snow piling in VPD lots
  - b. Geomelt application to parking lots
  - c. Snow removal from VPD lots
  - d. Snow operations and removal from streets in the designated area of the attached maps
4. Services are to be provided for the 2022-2023 snow operation season with consideration being given for additional years or a multi-year agreement based on performance.

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**INVOICING EXPECTATIONS:**

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City of Norfolk.  
Attn: Street Division  
309 N 5<sup>th</sup> Street  
Norfolk, NE 68701

2. Payment may be withheld if work is not performed as described under SCOPE OF SERVICES, and the immediate termination of services contract could occur.
3. Credit Card payments can be made during normal business hours after appropriate approval. Check payment will be issued after VPD and City Council approval.

**INSURANCE:**

Minimum Limits of Insurance - Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit for bodily injury, personal injury and property damage.
2. Medical Expense minimum of: \$5,000 any one person
3. Automobile Liability: \$1,000,000 combined single limits and property damage.
4. Workers' Compensation and Employers' Liability; Workers' Compensation and Employers' Liability Limits as required by the Labor Code of the State of Nebraska.

In addition, the Contractor shall:

- name the City of Norfolk as certificate holder
- name the City of Norfolk as additionally insured

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## BID SHEET

1. Cost proposal and considerations for piling snow in VPD Parking Lot locations as indicated on the attached maps.

Cost to remove snow piles is hourly for a wheel loader and dump trucks or sidedumps. Rate is \$250 per hour for a 2.5 yard wheel loader and \$150 per hour tandem dump truck or \$200 per hour side dump.

2. Cost proposal and considerations for snow removal from the VPD Parking Lots:

Cost to remove snow on 13 city parking lots is per push at \$1600. Per push trigger is 1"-6"

3. Cost proposal and considerations for snow removal on streets in the designated areas of the attached maps:

Option #1: Snow Melting Service if offered or available:

Yes we only use treated liquid deicer.

Option #2: Cost & Rate Information for Liquid De-Icing on a per request basis:

Cost per application would be \$1400 on an average high moisture snow.

Credit Card payments can be made during normal business hours.

Do you accept C.C. payments?\_YES NO If yes, is there a fee?

Yes 3% Credit Card fee

Exhibit "B"

Olson Snow Removal Bid Submittal



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309 N 5<sup>th</sup> St  
Norfolk, NE 68701  
P402-844-2000 F402-844-2028

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Potential bidders are encouraged to ask questions and include additional pages for clarification to the City in regards to the services offered and costs for said services. Term of contract shall be the 2022-2023 snow season; but contractor may address any potential benefits of a multi year agreement below:

We would be interested in a multi year contract. The Reason we prefer that is to keep a built relationship and the contractor will know what is expected to be done. There is less to worry about each year if a new contractor is starting and not getting it done in time or other issues they may have with equipment or employees.

---

Bidder (Name of Firm) Andrew Olsen Olsen Mowing & Snow Removal

Address\_City, State, Zip 2602 W Madison Ave Norfolk, NE 68701

Phone E-MAIL 402-992-9686 andrewkolsen@gmail.com

Authorized Signature\_DATE

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# Exhibit "C"

## Title VI Non-Discrimination Program

### Non-Discrimination Provisions

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

(1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to non-discrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.

(4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the (Recipient) or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the (Recipient), or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the (Recipient) shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b.) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

