

# **Agenda Packet**

## **NORFOLK CITY COUNCIL MEETING**

Monday, March 03, 2014  
5:30 p.m.

Created 2/27/2014 1:14 PM

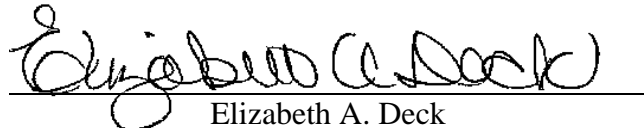
**NOTICE OF MEETING  
CITY OF NORFOLK, NEBRASKA**

NOTICE IS HEREBY GIVEN that a meeting of the City Council of the City of Norfolk, Nebraska, will be held at 5:30 p.m. on Monday, March 03, 2014, 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.

  
Elizabeth A. Deck  
City Clerk

Publish (February 28, 2014)  
1 P.O.P.



AGENDA  
NORFOLK CITY COUNCIL MEETING  
March 03, 2014

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

CALL TO ORDER

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

RECOMMENDED ACTIONS

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

CONSENT AGENDA

7. Consideration of approval of the minutes of the February 18, 2014, City Council meeting. **Motion**
8. Consideration of approval of the reappointment of Les Swanson to the Plumbing Board for an additional 3-year term expiring August 2016. **Motion**
9. Consideration of approval of the Mayor's reappointment of Sue Haase to the Board of Adjustment for an additional three-year term expiring August 2016, fulfilling the requirement that a member of the Board be from the two-mile zoning jurisdiction. **Motion**
10. Consideration of approval of a Special Designated Liquor License for Hy-Vee, Inc., dba Hy-Vee 2, 2107 Taylor Avenue, to serve wine at the Norfolk Arts Center, 305 North 5th Street, on March 14, 2014 from 6:00 p.m. to 10:00 p.m. for a sampling/tasting event. **Motion**

11. Consideration of approval of a Special Designated Liquor License for Fine Wine, LLC, dba Jim's Fine Wine & More, 2001 Market Lane, to serve wine and distilled spirits at Magnolia's Home Decor, 2118 Market Lane, Norfolk, Nebraska, on March 20, 2014 from 5 p.m. to 8 p.m., for a sampling/tasting event. **Motion**
12. Consideration of approval of an agreement with Tina Kassmeier, dba Kelly's Softball Association, allowing the use of softball fields in Ta-Ha-Zouka Park, Warren Cook Park, and Liberty Bell Park for practice and games for their 2014 softball season, from April 1, 2014 through July 31, 2014. **Motion**
13. Consideration of approval of an agreement with Liz Spray, dba Norfolk MOPS, to allow use of Skyview Park facility for a Mother's Day 5K Run/Walk on Saturday, May 10, 2014. **Motion**
14. Consideration of approval of an agreement with Volo Disc Sports, Inc., a Nebraska Corporation, allowing the use of Ta-Ha-Zouka Park and Skyview Park to hold a disc golf tournament on April 26 and 27, 2014. **Motion**
15. Consideration of approval of an agreement with Kris Luellman, dba Diamond Dawg Organization, allowing the use of Ta-Ha-Zouka Park and Warren Cook Park for baseball practice and games for the 2014 baseball season, from March 17, 2014 through October 31, 2014. **Motion**
16. Consideration of approval of all bills on file. **Motion**

#### SPECIAL PRESENTATIONS

17. Proclamation for March, 2014, as "Problem Gambling Awareness Month".

#### REGULAR AGENDA

18. Consideration of approval of awarding contract to Oldcastle Materials Midwest Co, d/b/a Omni Engineering of Omaha, Nebraska, for Street Overlay 2014-1 project for an amount of \$1,179,368.87. **Motion**
19. Consideration of approval of Ordinance No. 5285 annexing property located generally at 1230 W Monroe Avenue. **Ordinance No. 5285**

STAFF MEMORANDUM  
NORFOLK CITY COUNCIL MEETING  
March 03, 2014

CALL TO ORDER

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

RECOMMENDED ACTIONS

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

CONSENT AGENDA

7. Consideration of approval of the minutes of the February 18, 2014, City Council meeting. **Motion**  
  
See Enclosure 7.
8. Consideration of approval of the reappointment of Les Swanson to the Plumbing Board for an additional 3-year term expiring August 2016. **Motion**
9. Consideration of approval of the Mayor's reappointment of Sue Haase to the Board of Adjustment for an additional three-year term expiring August 2016, fulfilling the requirement that a member of the Board be from the two-mile zoning jurisdiction. **Motion**
10. Consideration of approval of a Special Designated Liquor License for Hy-Vee, Inc., dba Hy-Vee 2, 2107 Taylor Avenue, to serve wine at the Norfolk Arts Center, 305 North 5th Street, on March 14, 2014 from 6:00 p.m. to 10:00 p.m. for a sampling/tasting event. **Motion**

Hy-Vee, Inc., dba Hy-Vee 2, holds a catering license.

See Enclosure 10.

11. Consideration of approval of a Special Designated Liquor License for Fine Wine, LLC, dba Jim's Fine Wine & More, 2001 Market Lane, to serve wine and distilled spirits at Magnolia's Home Decor, 2118 Market Lane, Norfolk, Nebraska, on March 20, 2014 from 5 p.m. to 8 p.m., for a sampling/tasting event. **Motion**

Fine Wine, LLC, dba Jim's Fine Wine & More, holds a catering license.

See Enclosure 11.

12. Consideration of approval of an agreement with Tina Kassmeier, dba Kelly's Softball Association, allowing the use of softball fields in Ta-Ha-Zouka Park, Warren Cook Park, and Liberty Bell Park for practice and games for their 2014 softball season, from April 1, 2014 through July 31, 2014. **Motion**

The agreement calls for insurance coverage and includes fees payable in the amount of \$280.00 for use of the facilities by the four teams in their program.

See Enclosure 12.

13. Consideration of approval of an agreement with Liz Spray, dba Norfolk MOPS, to allow use of Skyview Park facility for a Mother's Day 5K Run/Walk on Saturday, May 10, 2014. **Motion**

See Enclosure 13.

14. Consideration of approval of an agreement with Volo Disc Sports, Inc., a Nebraska Corporation, allowing the use of Ta-Ha-Zouka Park and Skyview Park to hold a disc golf tournament on April 26 and 27, 2014. **Motion**

See Enclosure 14.

15. Consideration of approval of an agreement with Kris Luellman, dba Diamond Dawg Organization, allowing the use of Ta-Ha-Zouka Park and Warren Cook Park for baseball practice and games for the 2014 baseball season, from March 17, 2014 through October 31, 2014. **Motion**

The agreement calls for insurance coverage and includes fees payable in the amount of \$280.00 for use of the facilities by the four teams in their program.

See Enclosure 15.

16. Consideration of approval of all bills on file.

**Motion**

SPECIAL PRESENTATIONS

17. Proclamation for March, 2014, as "Problem Gambling Awareness Month".

See Enclosure 17.

REGULAR AGENDA

18. Consideration of approval of awarding contract to Oldcastle Materials Midwest Co, d/b/a Omni Engineering of Omaha, Nebraska, for Street Overlay 2014-1 project for an amount of \$1,179,368.87.

**Motion**

There were four planholders on this project and notices were sent to all asphalt producers listed on NDOR's website with follow up contacts for producers that had state projects in the surrounding area. One bid was received at the February 19, 2014 bid letting. Oldcastle Materials Midwest Co., d/b/a Omni Engineering of Omaha, Nebraska, submitted a bid of \$1,179,368.87, which was lower than the Engineer's estimate on file. Enclosed is a bid tabulation.

Staff recommends awarding contract to Oldcastle Materials Midwest Co. d/b/a Omni Engineering for the total bid of \$1,179,368.87.

See Enclosure 18.

19. Consideration of approval of Ordinance No. 5285 annexing property located generally at 1230 W Monroe Avenue.

**Ordinance No. 5285**

The property owner, Brian C. Gibbs, has requested that his property located at 1230 W Monroe Avenue be annexed in the city limits of Norfolk.

This property is currently located inside the County Industrial Tract and the owners new tenant is a retail business. State statute does not allow retail businesses in a County Industrial Tract.

Staff recommend approval of Ordinance No. 5285 annexing a tract of land located in the South 1/2 of the North 1/2 of Section 34 and the Northwest 1/4 of Section 34, all located in Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska. This ordinance can only be approved on first reading at this meeting due to Nebraska Revised Statute 16-404 requiring annexation ordinances be considered at three separate meetings.

See Enclosure 19.

## 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 February, 2014, 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 Sue Fuchtman called the meeting to order. Roll call found the following Councilmembers present: Dale Coy, Jim Lange, Rob Merrill, Shane Clausen, Thad Murren, Josh Moenning, Dave Fauss, and Dick Pfeil. Absent: None.

Staff members present were: City Administrator Shane Weidner, Director of Public Works Dennis Smith, City Attorney Clint Schukei, City Clerk Beth Deck, Police Chief Bill Mizner, Wastewater Plant Superintendent Todd Boling, Administrative Secretary Bethene Hoff, Assistant City Engineer Mark Dolechek, Prevention Manager Trent Howard and Fire Chief Scott Cordes.

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 Merrill moved, seconded by Councilmember Fauss to approve the consent agenda as printed. Roll call: Ayes: Councilmembers Coy, Lange, Merrill, Clausen, Murren, Moenning, Fauss and Pfeil. Nays: None. Absent: None. Motion carried.

Councilmember Coy moved, seconded by Councilmember Lange to adopt the full agenda as printed. Roll call: Ayes: Councilmembers Coy, Lange, Merrill, Clausen, Murren, Moenning, Fauss and Pfeil. Nays: None. Absent: None. Motion carried.

### Consent Agenda Items Approved

*Minutes* of the February 3, 2014, City Council meeting

*Advertise for bids for armor coating* of designated areas at Skyview Park, Ta-Ha-Zouka Park, and locations throughout the City



*Exclude a tract of land located on West Monroe Avenue in the South 1/2 of the North 1/2 of Section 34, Township 24 North, Range 1, West of the 6th P.M., Madison County, Nebraska, from the designated county industrial tract at the request of Brian Gibbs*

*Resolution No. 2014-7 providing for the Mayor to sign and approve the Professional Construction Services Agreement between the City of Norfolk and The Schemmer Associates, Inc. for the Norfolk Elkhorn River Trail project, which the NDOR has designated as Project No. ENH-59(22), Control Number 32154*

*Plans, specifications and engineer's estimate on file in the City offices for Concrete Improvements 2014-1 (5th Street from Madison Avenue to Phillip Avenue) project and authorization for the City Clerk to advertise for bids*

*Mayor's appointment of electrical contractor Mark Johnson to the Property Maintenance Board of Appeals and the Construction Board of Appeals completing the term ending February 2017 vacated due to the death of Rod Kanter*

*Resolution No. 2014-8 releasing the sewer easements in the SW 1/4 of the SE 1/4 of Section 35, Township 24, North of Range 1, West, and the NW 1/4 of the NE 1/4 of Section 2, Township 23, North of Range 1, West, in Madison County, Nebraska*

*Southwest Sanitary Sewer Interceptor Phase I contracts and easements for property along Jackson Avenue or Monroe Avenue as follows:*

*Ray T. Clausen permanent easement contract and permanent easement deed for \$2,120.00*

*Daniel R. Vogel and Toni A. Vogel permanent easement contract and a permanent easement deed for \$1,860.00*

*Gary Becker partial acquisition contracts, warranty deeds, permanent easement contracts, and permanent easement deeds for two tracts of property for \$13,475.00*

*TKJ, LLC permanent easement contract and permanent easement deed for \$3,200.00*

*William J. Schaller permanent easement contract and permanent easement deed for \$2,790.00*

*Medallion Construction Company permanent easement contract and permanent easement deed for \$2,790.00, and a leaseholder contract from Quick Draw Tarpaulin Systems, Inc. for \$250.00*

*Medallion Construction Company permanent easement contract, a temporary easement contract, and permanent easement deed for \$4,970.00, and a leaseholder contract from Black Hills Utility Holdings Inc. for \$250.00*

*Agreements as follows:*

*Scott Orwig (doing business as Impact Softball) to use Ta-Ha-Zouka Park and Liberty Bell Park for softball practice and games for the 2014 softball season from the date of signing the agreement through December 31, 2014*

*Norfolk Golden Girls, Inc.* (a Nebraska nonprofit corporation) to use softball fields in Ta-Ha-Zouka Park and Liberty Bell Park for practices and games for the 2014 softball season from the date of signing this Agreement through December 31, 2014

*Norfolk Golden Girls, Inc.* (a Nebraska nonprofit corporation) to use softball fields in Liberty Bell Park, Ta-Ha-Zouka Park, and Warren Cook Park to hold a softball tournament Friday, June 6, 2014, through Sunday, June 8, 2014

*Susan Cooper (doing business as Norfolk Bruizin' Bettys)* to use the City Auditorium to hold roller derbies on the following dates: March 1, 2014; March 29, 2014; April 12, 2014; and April 26, 2014

*WJAG, Inc.* (a Nebraska Corporation) to use the northern area of Ta-Ha-Zouka Park to host an Easter Egg Hunt on Sunday, April 13, 2014

*Luis Cortez (doing business as Norfolk Adult Soccer League)* to use the soccer fields located in North Pine Park for the 2014 summer/fall soccer season from April 27, 2014 through September 28, 2014

*Norfolk Soccer Club, Inc.* (a Nebraska Nonprofit Corporation) to use the soccer fields located in North Pine Park, Winter Park, Warren Cook Park, and green space at Liberty Bell Park for soccer practice up to three (3) days per week designated by the park superintendent, from April 1, 2014 through November 1, 2014

*Sacred Heart Church of Norfolk*, (also known as Norfolk Catholic High School and a Nebraska Nonprofit Corporation) to use Memorial Field at Veterans Memorial Park to hold practice and games for the 2014 soccer season through May 20, 2014

*Lutheran High School Association of Northeast Nebraska, Incorporated* (a Nebraska Nonprofit Corporation) to use Memorial Field at Veterans Memorial Park to hold practices and games for the 2014 soccer season through May 20, 2014

*School District No. 2 of Madison County, Nebraska* (also known as Norfolk Public Schools and a Political Subdivision of the State of Nebraska) to use Memorial Field at Veterans Memorial Park to hold soccer practices and games for their 2014 soccer season

*School District No. 2 of Madison County, Nebraska* (also known as Norfolk Public Schools and a Political Subdivision of the State of Nebraska) to use baseball fields at Veterans Memorial Park and Ta-Ha-Zouka Park for baseball practices and games for the 2014 baseball season

*Bills* in the amount of \$906,416.26

### **Special Presentation**

The Mayor proclaimed February 25, 2014 as "SPAY DAY USA".

## Public Hearings and Related Items

### Public Hearings

(Comprehensive Plan amendment and zone change)  
(south of 1305 Elkhorn Street)

Public hearings were held simultaneously to consider amending the Comprehensive Plan from Elkhorn River Corridor to Industrial and changing the zoning from I-3 (Limited Industrial District) to I-1 (Light Industrial District) on property located south of 1305 Elkhorn Street at the request of Daniel E. and Connie J. Geary. Prevention Manager Trent Howard provided information to the Mayor and City Council.

Connie Geary, 1707 N 13th Street, spoke in favor of the Comprehensive Plan amendment and zoning change. The Geary's want to sell a portion of the property, which requires the amendment and zoning change.

On February 4, 2014, the Norfolk Planning Commission held public hearings regarding the Comprehensive Plan amendment and zone change south of 1305 Elkhorn Street. The City Clerk read the Planning Commission's recommendations for approval into the record.

No one else appeared either in favor of or in opposition to the Comprehensive Plan amendment and zone change south of 1305 Elkhorn Street and the Mayor declared the hearings closed.

### Ordinance No. 5283

(amend Comprehensive Plan, south of 1305 Elkhorn Street)

Councilmember Merrill introduced, seconded by Councilmember Fauss, Ordinance No. 5283 entitled: AN ORDINANCE OF THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA; AMENDING THE FUTURE LAND USE 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 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: Councilmembers Coy, Lange, Merrill, Clausen, Murren, Moenning, Fauss and Pfeil. Nays: None. Absent: None. Motion carried. Ordinance No. 5283 passed on first reading.

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

Roll call: Ayes: Councilmembers Coy, Lange, Merrill, Clausen, Murren, Moenning, Fauss and Pfeil. Nays: None. Absent: None. Motion carried. 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 Fauss moved, seconded by Councilmember Moenning, 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. 5283 be passed and adopted?"

Roll call: Ayes: Councilmembers Coy, Lange, Merrill, Clausen, Murren, Moenning, Fauss and Pfeil. Nays: None. Absent: None. Motion carried. 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. 5283 as required by law.

Ordinance No. 5284  
(change zoning, south of 1305 Elkhorn Street)

Councilmember Lange introduced, seconded by Councilmember Clausen, Ordinance No. 5284 entitled: AN ORDINANCE OF THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA; AMENDING THE ZONING DISTRICT MAP OF THE CITY OF NORFOLK, NEBRASKA; PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM 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: Councilmembers Coy, Lange, Merrill, Clausen, Murren, Moenning, Fauss and Pfeil. Nays: None. Absent: None. Motion carried. Ordinance No. 5284 passed on first reading.

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

Roll call: Ayes: Councilmembers Coy, Lange, Merrill, Clausen, Murren, Moenning, Fauss and Pfeil. Nays: None. Absent: None. Motion carried. 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 Fauss moved, seconded by Councilmember Coy, 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. 5284 be passed and adopted?"

Roll call: Ayes: Councilmembers Coy, Lange, Merrill, Clausen, Murren, Moenning, Fauss and Pfeil. Nays: None. Absent: None. Motion carried. 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. 5284 as required by law.

**Regular Agenda Items**  
(replacement hazmat response trailer)

Councilmember Fauss moved, seconded by Councilmember Murren, approval to accept the bid of \$45,985 received from Midway Trailers for a replacement hazmat response trailer to be used by the Fire Division.

Fire Chief Scott Cordes explained the hazmat response trailer is being purchased entirely with grant funds. The trailer will replace a trailer that was purchased used over 10 years ago and will be better suited for the purpose intended.

Roll call: Ayes: Councilmembers Coy, Lange, Merrill, Clausen, Murren, Moenning, Fauss and Pfeil. Nays: None. Absent: None. Motion carried.

There being no further business, the Mayor declared the meeting adjourned at 5:51 p.m.

\_\_\_\_\_  
Sue Fuchtman  
Mayor

ATTEST:

\_\_\_\_\_  
Elizabeth A. Deck  
City Clerk

( S E A L )

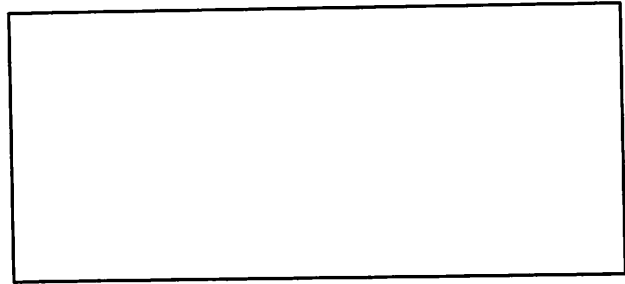
I, the undersigned Clerk, hereby certify that the foregoing is the full, true and correct original document of proceedings of Tuesday, February 18, 2014, had and done by the Mayor and City Council; that all of the subjects included in the proceedings were contained in the agenda for the meeting, kept 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.

\_\_\_\_\_  
Elizabeth A. Deck  
City Clerk

( S E A L )

**APPLICATION FOR SPECIAL DESIGNATED LICENSE**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: www.lcc.ne.gov/



DO YOU NEED POSTERS? YES  NO

RETAIL LICENSE HOLDERS

NON PROFIT APPLICANTS

Non Profit Status (check one that best applies)

Municipal  Political  Fine Arts  Fraternal  Religious  Charitable  Public Service

**COMPLETE ALL QUESTIONS**

1. Type of alcohol to be served and/or consumed: Beer  Wine  Distilled Spirits

2. Liquor license number and class (i.e. C-55441) (If you're a nonprofit organization leave blank) ck46288

3. Licensee name (last, first,), corporate name or limited liability company (LLC) name (As it reads on your liquor license)

NAME: Hy-Vee Inc.

ADDRESS: 5820 Westown PKWY West Des Moines Iowa

CITY Des Moines Iowa ZIP 50266

4. Location where event will be held; name, address, city, county, zip code

BUILDING NAME Norfolk Art Center

ADDRESS: 305 North 5th Street CITY Norfolk

ZIP 68701 COUNTY and COUNTY # Madison #7

a. Is this location within the city/village limits? YES  NO

b. Is this location within the 150' of church, school, hospital or home for aged/indigent or for veterans and/or wives? YES  NO

c. Is this location within 300' of any university or college campus? YES  NO

*hed  
2-13-2014*

5. Date(s) and Time(s) of event (no more than six (6) **consecutive** days on one application)

Date March 14th 2014	Date	Date	Date	Date	Date
<b>Hours</b> From 6:00 pm	<b>Hours</b> From	<b>Hours</b> From	<b>Hours</b> From	<b>Hours</b> From	<b>Hours</b> From
To 10:00 pm	To	To	To	To	To

a. Alternate date: none

b. Alternate location: none  
(Alternate date or location must be specified in local approval)

6. Indicate type of activity to be carried on during event:

Dance  Reception  Fund Raiser  Beer Garden  Sampling/Tasting

Other \_\_\_\_\_

7. Description of area to be licensed

Inside building, dimensions of area to be covered **IN FEET** 20 feet x 40 feet  
(not square feet or acres)

\*Outdoor area dimensions of area to be covered **IN FEET** \_\_\_\_\_ x \_\_\_\_\_

\***SKETCH OF OUTDOOR AREA (or attach copy of sketch) (sample sketch)**

If outdoor area, how will premises be enclosed?

\_\_\_ Fence; \_\_\_ snow fence  chain link  cattle panel  
\_\_\_ other \_\_\_\_\_

\_\_\_ Tent \_\_\_\_\_

8. How many attendees do you expect at event? 25 people

9. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

\_\_\_\_\_

\_\_\_\_\_

10. Will premises to be covered by license comply with all Nebraska sanitation laws? YES  NO

a. Are there separate toilets for both men and women? YES  NO

11. **Retailer: Will you be purchasing your alcohol from a wholesaler?** YES  NO   
**Non-Profit: Where will you be purchasing your alcohol?**

Wholesaler  Retailer  Both  BYO   
(includes wineries)

12. Will there be any games of chance operating during the event? YES  NO

If so, describe activity \_\_\_\_\_

NOTE: Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law: There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

13. Any other information or requests for exemptions: \_\_\_\_\_

14. Name and telephone number/cell phone number of immediate supervisor. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. **PLEASE PRINT LEGIBLY**

Print name of Event Supervisor Keith Miller

Signature of Event Supervisor *Keith Miller*

Event Supervisor phone: Before 402-851-0969 During 402-851-0969  
Email address \_\_\_\_\_

Consent of Authorized Representative/Applicant

15. 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.

sign here *Keith Miller* wine & spirits mgr. 2-12-14  
Authorized Representative/Applicant Title Date  
Keith Miller  
Print Name

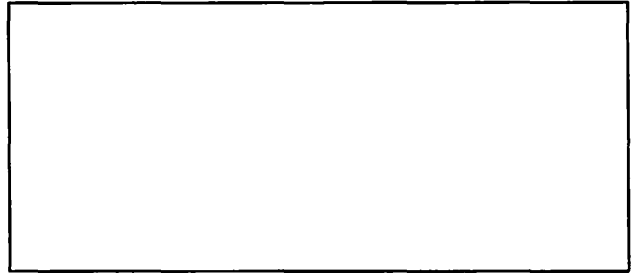
This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.



**APPLICATION FOR SPECIAL DESIGNATED LICENSE**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: www.lcc.ne.gov/



DO YOU NEED POSTERS? YES  NO

RETAIL LICENSE HOLDERS

NON PROFIT APPLICANTS

Non Profit Status (check one that best applies)

Municipal  Political  Fine Arts  Fraternal  Religious  Charitable  Public Service

**COMPLETE ALL QUESTIONS**

1. Type of alcohol to be served and/or consumed: Beer  Wine  Distilled Spirits

2. Liquor license number and class (i.e. C-55441)  
(If you're a nonprofit organization leave blank) CR-78415

3. Licensee name (last, first,), corporate name or limited liability company (LLC) name  
(As it reads on your liquor license)

NAME: Rutlan J.M Jim's Fine Wine & More Fine Wine LLC

ADDRESS: 2001 Market Lane

CITY Norfolk ZIP 68701

4. Location where event will be held; name, address, city, county, zip code

BUILDING NAME Magnolias Home Decor

ADDRESS: 2118 Market Lane CITY Norfolk

ZIP 68701 COUNTY and COUNTY# Malden #7

a. Is this location within the city/village limits? YES  NO

b. Is this location within the 150' of church, school, hospital or home for aged/indigent or for veterans and/or wives? YES  NO

c. Is this location within 300' of any university or college campus? YES  NO

5. Date(s) and Time(s) of event (no more than six (6) consecutive days on one application)

Date 3/20/14	Date	Date	Date	Date	Date
Hours From 5:00 P.M.	Hours From	Hours From	Hours From	Hours From	Hours From
To 8:00 P.M.	To	To	To	To	To

- a. Alternate date: \_\_\_\_\_
- b. Alternate location: \_\_\_\_\_  
(Alternate date or location must be specified in local approval)

6. Indicate type of activity to be carried on during event:

- Dance  
  Reception  
  Fund Raiser  
  Beer Garden  
  Sampling/Tasting
- Other \_\_\_\_\_

7. Description of area to be licensed

Inside building, dimensions of area to be covered **IN FEET** 50 x 20  
(not square feet or acres)

\*Outdoor area dimensions of area to be covered **IN FEET** \_\_\_\_\_ x \_\_\_\_\_

\***SKETCH OF OUTDOOR AREA (or attach copy of sketch) (sample sketch)**

If outdoor area, how will premises be enclosed?

Fence;  
  snow fence  
  chain link  
  cattle panel  
 other \_\_\_\_\_

Tent

8. How many attendees do you expect at event? 25

9. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

\_\_\_\_\_

\_\_\_\_\_

10. Will premises to be covered by license comply with all Nebraska sanitation laws? YES  NO

a. Are there separate toilets for both men and women? YES  NO

11. **Retailer: Will you be purchasing your alcohol from a wholesaler?** YES  NO   
**Non-Profit: Where will you be purchasing your alcohol?**

Wholesaler  Retailer  Both  BYO   
(includes wineries)

12. Will there be any games of chance operating during the event? YES  NO

If so, describe activity \_\_\_\_\_

**NOTE:** Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law: There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

13. Any other information or requests for exemptions: \_\_\_\_\_

14. Name and **telephone number/cell phone number** of immediate supervisor. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. **PLEASE PRINT LEGIBLY**

Print name of Event Supervisor Jim Ruffen

Signature of Event Supervisor *Jim Ruffen*

Event Supervisor phone: Before 371-7190 During 841-0701  
Email address \_\_\_\_\_

Consent of Authorized Representative/Applicant

15. 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.

sign here *Jim Ruffen* owner 2/24/14  
Authorized Representative/Applicant Title Date  
Jim Ruffen  
Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

AGREEMENT

This Agreement is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and Tina Kassmeier, doing business as Kelly's Softball Association, hereinafter referred to as "KELLY'S", WITNESSETH:

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, CITY agrees to allow KELLY'S to use CITY's facilities for softball practice and games subject to the following:

1. FACILITY. CITY, being the owner of the park facilities commonly known as Ta-Ha-Zouka Park, Warren Cook Park, and Liberty Bell Park, is willing to allow the softball fields in Ta-Ha-Zouka Park, Warren Cook Park, and Liberty Bell Park to be used by KELLY'S for softball practice and games for their 2014 softball season.

2. TERM. The term of this Agreement shall be from April 1, 2014 through July 31, 2014.

3. FEE. KELLY'S shall pay a fee to CITY in the amount of Two Hundred Eighty Dollars (\$280.00) for the use of the softball facilities by the four (4) teams in their program. Said fee shall be paid to CITY upon execution of this Agreement at the Norfolk City Clerk's Office, 309 North 5<sup>th</sup> Street, Norfolk, Nebraska.

4. ADMISSION FEES. KELLY'S is not authorized to use the softball facilities under this Agreement for tournaments or any other games for which they charge admission fees for participants or spectators.

5. NONEXCLUSIVE USE. The parties understand that KELLY'S use of the softball fields shall be nonexclusive and is subject to such times and locations as may be designated or assigned by CITY's park and building maintenance superintendent.

6. LIABILITY. KELLY'S shall provide CITY with a certificate of general liability insurance in the following minimum amounts:

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

In addition, KELLY'S shall name CITY as an additional insured. The policy issued shall cover all activities sponsored by KELLY'S while using CITY's softball fields with no exclusions. 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 upon execution of this Agreement, then this Agreement shall be voidable by CITY's operations manager.

7. HOLD HARMLESS/INDEMNIFICATION. KELLY'S agrees to indemnify, defend and save harmless CITY or its representatives, agents, or employees from and against all claims, demands, suits, actions, loss, claim of loss, payments or judgments arising from any negligent act, or omission, of KELLY'S or its representatives, agents, volunteers, or employees during performance of this Agreement or use of CITY's softball facilities.

8. RELEASES. KELLY'S shall include a provision releasing CITY from liability on all Releases obtained for participation in KELLY'S events while utilizing CITY's facilities under the terms of this Agreement.

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

10. ADVERTISING. KELLY'S shall not erect any advertising signs at CITY's softball facilities.

11. CONCESSIONS. KELLY'S is prohibited from selling or participating in the sale of any concessions while utilizing CITY's facilities under the terms of this Agreement.

12. 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.

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

CITY OF NORFOLK, NEBRASKA,  
A Municipal Corporation

ATTEST:

\_\_\_\_\_  
Elizabeth A. Deck, City Clerk

By \_\_\_\_\_  
Sue Fuchtman, Mayor

Approved as to Form: \_\_\_\_\_  
Clint Schukei, City Attorney

\_\_\_\_\_  
Tina Kassmeier, d/b/a Kelly's Softball Association

AGREEMENT

This Agreement is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and Liz Spray, doing business as Norfolk MOPS, hereinafter referred to as "MOPS", WITNESSETH:

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, CITY agrees to allow MOPS to use CITY's Skyview Park facility for a Mother's Day 5K Run/Walk subject to the following:

1. FACILITY. CITY, being the owner of the park facility commonly known as Skyview Park and Lake, is willing to allow MOPS to utilize the park in conjunction with MOPS' purpose of holding a Mother's Day 5K Run/Walk.

2. TERM. The term of this Agreement shall be from 8:00 a.m. to 11:00 a.m. on Saturday, May 10, 2014.

3. NONEXCLUSIVE USE. The parties understand that, except as set forth above, MOPS's use of Skyview Park and Lake for its event shall be nonexclusive as the park and sidewalk surrounding the lake will not be closed to the public during this event.

4. INSURANCE. MOPS 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 cover all activities sponsored by MOPS for this event with no exclusions. In addition, MOPS shall name CITY as an additional insured. Said certificate shall be filed with the Norfolk City Clerk upon execution of this Agreement. In the event the certificate of insurance is not filed upon execution of this Agreement, then this Agreement shall be voidable at the option of CITY's operations manager.

5. RELEASES. MOPS shall include a provision releasing CITY from liability on all Releases obtained for participation in MOPS' event while utilizing CITY's facilities under the terms of this Agreement.

6. INDEMNIFICATION. MOPS herewith agrees to save, hold harmless, indemnify and defend CITY, its agents and employees for any and all claims against or liability of CITY that arises from any of the activities carried out under this Agreement.

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

CITY OF NORFOLK, NEBRASKA,  
A Municipal Corporation

ATTEST:

\_\_\_\_\_  
Elizabeth A. Deck, City Clerk

By \_\_\_\_\_  
Sue Fuchtman, Mayor

Approved as to Form: \_\_\_\_\_  
Clint Schukei, City Attorney

\_\_\_\_\_  
Liz Spray d/b/a Norfolk MOPS

AGREEMENT

This Agreement is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and Volo Disc Sports, Inc., a Nebraska Corporation, hereinafter referred to as "VOLO", WITNESSETH:

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

WHEREAS, VOLO is desirous of utilizing the disc golf courses in Ta-Ha-Zouka Park and Skyview Park to hold a disc golf tournament on April 26 and 27, 2014, from 7:00 a.m. to 5:00 p.m. each day; and

WHEREAS, CITY is desirous of allowing VOLO 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 VOLO to utilize the disc golf course in Ta-Ha-Zouka Park from 7:00 a.m. to 5:00 p.m. on Saturday, April 26, 2014, and the disc golf course in Skyview Park from 7:00 a.m. to 5:00 p.m. on Sunday, April 27, 2014, to hold a disc golf tournament. VOLO's use of the disc golf courses shall be exclusive for the times set forth in this paragraph.

2. FEE. VOLO shall pay a fee to CITY in an amount equal to five percent (5%) of total tournament entry fees for the use of the disc golf courses in Ta-Ha-Zouka Park and Skyview Park. Said fee shall be paid to CITY by 4:30 p.m. on April 25, 2014.

3. SHELTER. VOLO understands that this Agreement does not include the reservation of a shelter in either park and that any reservation of a shelter for this event shall be made by separate agreement with the City of Norfolk.

4. INSURANCE. VOLO 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, VOLO shall name CITY as an additional insured. The policy issued shall cover all activities sponsored by VOLO while using CITY's disc golf courses at Ta-Ha-Zouka Park and Skyview Park with no exclusions. 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 upon execution of this Agreement, then this Agreement shall be voidable by CITY's operations manager.

In the event VOLO provides CITY with a certificate of insurance that does not include medical expense coverage as provided above, then VOLO agrees to self-insure for medical expenses in the amount set forth above and agrees to indemnify CITY and its insurance carrier for any and all claims for medical expenses made to CITY or its insurance carrier or paid by CITY or its insurance carrier that are incurred as a result of any of the activities while VOLO is exercising any rights under this Agreement.

5. INDEMNIFICATION. VOLO agrees to hold CITY harmless and indemnify CITY from any loss or damage or claim of loss by any third party from damage that results from holding said disc golf tournament as provided in this Agreement.

IN WITNESS WHEREOF, the parties have executed the foregoing agreement in duplicate the day and year first above written.

CITY OF NORFOLK, NEBRASKA,  
A Municipal Corporation

By \_\_\_\_\_  
Sue Fuchtman, Mayor

ATTEST:

\_\_\_\_\_  
Elizabeth A. Deck, City Clerk

Approved as to Form: \_\_\_\_\_  
Clint Schukei, City Attorney

VOLO DISC SPORTS, INC.,  
A Nebraska Corporation

By \_\_\_\_\_  
Vey Thach, President

AGREEMENT

This Agreement is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and Kris Luellman, doing business as Diamond Dawg Organization, hereinafter referred to as "DIAMOND DAWG", WITNESSETH:

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, CITY agrees to allow DIAMOND DAWG to use CITY's facilities for baseball practice and games subject to the following:

1. FACILITIES. CITY, being the owner of the park facilities commonly known as Ta-Ha-Zouka Park and Warren Cook Park, is willing to allow the baseball and/or softball fields in Ta-Ha-Zouka Park and Warren Cook Park to be used by DIAMOND DAWG for baseball practice and games for their 2014 baseball season.

2. TERM. The term of this Agreement shall be from March 17, 2014 through October 31, 2014.

3. FEE. DIAMOND DAWG shall pay a fee to CITY in the amount of Two Hundred Eighty Dollars (\$280.00) for the use of CITY's facilities by the four (4) teams in their program. Said fee shall be paid to CITY upon execution of this Agreement at the Norfolk City Clerk's Office, 309 North 5th Street, Norfolk, Nebraska.

4. ADMISSION FEES. DIAMOND DAWG is not authorized to use the baseball and/or softball facilities under this Agreement for tournaments or any other games for which they charge admission fees for participants or spectators.

5. NONEXCLUSIVE USE. The parties understand that DIAMOND DAWG's use of the baseball and/or softball fields shall be nonexclusive and is subject to such times and locations as may be designated or assigned by CITY's park and building maintenance superintendent.

6. LIABILITY. DIAMOND DAWG shall provide CITY with a certificate of general liability insurance in the following minimum amounts:

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

In addition, DIAMOND DAWG shall name CITY as an additional insured. The policy issued shall cover all activities sponsored by DIAMOND DAWG while using CITY's baseball and/or softball fields with no exclusions. 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 upon execution of this Agreement, then this Agreement shall be voidable by CITY's operations manager.

7. HOLD HARMLESS/INDEMNIFICATION. DIAMOND DAWG agrees to hold CITY harmless and indemnify CITY from any loss or damage or claim of loss by any third party from damage that results from DIAMOND DAWG's use of CITY's baseball and/or softball fields as provided in this Agreement.

8. RELEASES. DIAMOND DAWG shall include a provision releasing CITY from liability on all Releases obtained for participation in DIAMOND DAWG's events while utilizing CITY's facilities under the terms of this Agreement.

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

10. ADVERTISING. DIAMOND DAWG shall not erect any advertising signs at CITY's baseball and/or softball facilities.

11. CONCESSIONS. DIAMOND DAWG is prohibited from selling or participating in the sale of any concessions while utilizing CITY's facilities under the terms of this Agreement.

12. 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.

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

CITY OF NORFOLK, NEBRASKA,  
A Municipal Corporation

ATTEST:

\_\_\_\_\_  
Elizabeth A. Deck, City Clerk

By \_\_\_\_\_  
Sue Fuchtman, Mayor

Approved as to Form: \_\_\_\_\_  
Clint Schukei, City Attorney

\_\_\_\_\_  
Kris Luellman, d/b/a Diamond Dawg Organization

***Proclamation***  
***for***  
**“PROBLEM GAMBLING AWARENESS MONTH”**

**WHEREAS:** our community is home to individuals and families adversely affected by problem gambling; and

**WHEREAS:** compulsive gambling is often hidden from family members, social services and mental health professionals; and

**WHEREAS:** compulsive gambling often occurs in combination with other disorders such as chemical dependency and depression; and

**WHEREAS:** it is important to raise awareness of the warning signs of compulsive gamblers and connect them with professional help.

**NOW THEREFORE, I, Sue Fuchtman, Mayor of the City of Norfolk, by the power vested in me, do hereby proclaim the month of March 2014 as:**

**“Problem Gambling Awareness Month”**

**March 3, 2014**

\_\_\_\_\_  
**Mayor**

s e a l

BID TABULATION - Street Overlay 2014-1  
February 19, 2014

Oldcastle Materials Midwest Co.  
dba Omni Engineering  
14012 Giles Road  
Omaha, NE 68138

	QUANTITY	UNIT COST	TOTAL
Mobilization for Concrete Repair (entire project)	1 L.S.	\$ 46,598.00	\$ 46,598.00
Mobilization for Milling (entire project)	1 L.S.	\$ 40,704.00	\$ 40,704.00
Mobilization for Asphaltic Concrete (entire project)	1 L.S.	\$ 6,013.00	\$ 6,013.00
Testing Requirements for Entire Project	1 L.S.	\$ 7,428.00	\$ 7,428.00
1 <sup>st</sup> Street (Bluff Avenue to Madison Avenue)			
1 Asphaltic Concrete Type SPH	1,467 Ton	\$ 51.30	\$ 75,257.10
2 Hydrated Lime for Asphalt Mixtures	18.3 Ton	\$ -	\$ -
3 Performance Grade (PG) Binder 70-34	73.35 Ton	\$ 800.00	\$ 58,680.00
4 Cold Milling (2") for Inlay	14,673 S.Y.	\$ 2.05	\$ 30,079.65
5 Asphalt Oil for Tack (0.15 gal.S.Y.)	2,201 Gal.	\$ 2.25	\$ 4,952.25
6 Barricades & Traffic Control (1st Street)	1 L.S.	\$ 3,256.00	\$ 3,256.00
7 Concrete Pavement Repair	497 C.Y.	\$ 357.00	\$ 177,429.00
8 Remove and Replace Inlet Throat (sta. 44+38 to 44+54-33' Rt)	1 Each	\$ 1,737.00	\$ 1,737.00

BID TABULATION - Street Overlay 2014-1  
February 19, 2014

		Oldcastle Materials Midwest Co. dba Omni Engineering 14012 Giles Road Omaha, NE 68138		
	QUANTITY	UNIT COST	TOTAL	
9	Remove and Replace Inlet Throat (sta. 50+67 to 50+84-21' Lt)	1 Each	\$ 1,737.00	\$ 1,737.00
10	Remove and Replace Inlet Throat (sta. 54+99 to 55+15-20' Rt)	1 Each	\$ 1,520.00	\$ 1,520.00
11	Remove and Replace Inlet Throat (sta. 60+41 to 60+61-24' Rt)	1 Each	\$ 1,845.00	\$ 1,845.00
12	Saw 10" Concrete (full depth)	6,272 L.F.	\$ 3.00	\$ 18,816.00
13	Cross Stitching	131 Each	\$ 18.50	\$ 2,423.50
14	Remove 4" Sidewalk	70.52 S.Y.	\$ 18.50	\$ 1,304.62
15	Replace 4" Sidewalk	46.4 S.Y.	\$ 206.00	\$ 9,558.40
16	Install Detectable Warning Plates (Black)	4 Each	\$ 543.00	\$ 2,172.00
17	Adjust Water Valves to Grade	1 Each	\$ 516.00	\$ 516.00
18	Replace Curb Stop with Ford PS-LID and adjust to Grade	1 Each	\$ 624.00	\$ 624.00
19	Paint Arrow, Preformed Pavement Marking, Type 4 Grooved	6 Each	\$ 706.00	\$ 4,236.00
20	5" White (solid) Wet Reflective Themoplastic Pavement Marking, Grooved	223 L.F.	\$ 2.70	\$ 602.10

BID TABULATION - Street Overlay 2014-1  
February 19, 2014

		Oldcastle Materials Midwest Co. dba Omni Engineering 14012 Giles Road Omaha, NE 68138		
	QUANTITY	UNIT COST	TOTAL	
21	5" White (dashed) Wet Reflective Themoplastic Pavement Marking, Grooved	4380 L.F.	\$ 2.70	\$ 11,826.00
22	5" Yellow (solid) Wet Reflective Themoplastic Pavement Marking, Grooved	5232 L.F.	\$ 2.70	\$ 14,126.40
Subtotal 1 <sup>st</sup> Street				\$ 422,698.02
Victory Road (Norfolk Avenue to Benjamin Avenue)				
1	Asphaltic Concrete Type SPH	2,048 Ton	\$ 50.60	\$ 103,628.80
2	Hydrated Lime for Asphalt Mixtures	25.6 Ton	\$ -	\$ -
3	Performance Grade (PG) Binder 70-34	102.4 Ton	\$ 800.00	\$ 81,920.00
4	Cold Milling (2") for Inlay	20,480 S.Y.	\$ 1.95	\$ 39,936.00
5	Asphalt Oil for Tack (0.15 gal/S.Y.)	3,072 Gal.	\$ 2.25	\$ 6,912.00
6	Barricades & Traffic Control (Victory Road)	1 L.S.	\$ 3,256.00	\$ 3,256.00
7	Concrete Pavement Repair	407 C.Y.	\$ 427.00	\$ 173,789.00
8	Saw 9" Concrete (full depth)	7,002 L.F.	\$ 3.00	\$ 21,006.00
9	Cross Stitching (Tie Bars)	1734 Each	\$ 18.50	\$ 32,079.00
10	Paint Arrow, Preformed Pavement Marking, Type 4 Grooved	8 Each	\$ 706.00	\$ 5,648.00

BID TABULATION - Street Overlay 2014-1  
February 19, 2014

		Oldcastle Materials Midwest Co. dba Omni Engineering 14012 Giles Road Omaha, NE 68138		
	QUANTITY	UNIT COST	TOTAL	
11	5" White (solid) Wet Reflective Themoplastic Pavement Marking, Grooved	100 L.F.	\$ 2.70	\$ 270.00
12	5" Yellow (dashed) Wet Reflective Themoplastic Pavement Marking, Grooved	9453 L.F.	\$ 2.70	\$ 25,523.10
13	5" Yellow (solid) Wet Reflective Themoplastic Pavement Marking, Grooved	9453 L.F.	\$ 2.70	\$ 25,523.10
Subtotal Victory Road				\$ 519,491.00
Norfolk Avenue (14 <sup>th</sup> Street to 18 <sup>th</sup> Street)				
1	2" Asphaltic Concrete Type SPH	424 Ton	\$ 53.40	\$ 22,641.60
2	Hydrated Lime for Asphalt Mixtures	5.3 Ton	\$ -	\$ -
3	Performance Grade (PG) Binder 70-34	21.22 Ton	\$ 800.00	\$ 16,976.00
4	Cold Milling (2") for Inlay	4,243 S.Y.	\$ 2.00	\$ 8,486.00
5	Asphalt Oil for Tack (0.15 Gal/S.Y.)	636 Gal.	\$ 2.30	\$ 1,462.80
6	Barricades & Traffic Control (Norfolk Avenue)	1 L.S.	\$ 3,256.00	\$ 3,256.00
7	Concrete Pavement Repair	143.56 C.Y.	\$ 395.00	\$ 56,706.20
8	Saw 10" Concrete (full depth)	1,947 L.F.	\$ 3.25	\$ 6,327.75
9	Cross Stitching	280 Each	\$ 18.50	\$ 5,180.00



BID TABULATION - Street Overlay 2014-1  
February 19, 2014

		Oldcastle Materials Midwest Co. dba Omni Engineering 14012 Giles Road Omaha, NE 68138	
	QUANTITY	UNIT COST	TOTAL
10	Paint Arrow, Preformed Pavement Marking, Type 4 Grooved	6 Each	\$ 706.00 \$ 4,236.00
11	5" White (solid) Wet Reflective Themoplastic Pavement Marking, Grooved	187 L.F.	\$ 2.70 \$ 504.90
12	5" Yellow (dashed) Wet Reflective Themoplastic Pavement Marking, Grooved	1852 L.F.	\$ 2.70 \$ 5,000.40
13	5" Yellow (solid) Wet Reflective Themoplastic Pavement Marking, Grooved	2096 L.F.	\$ 2.70 \$ 5,659.20
Subtotal Norfolk Avenue			\$ 136,436.85
TOTAL STREET OVERLAY 2014-1 BID			\$ 1,179,368.87
Alternates for 1 <sup>st</sup> Street:			
1b.	Asphaltic Concrete Type SPR	1,467 Ton	\$ 48.70 \$ 71,442.90
3b.	Performance Grade (PG) Binder 64-34	73.35 Ton	\$ 740.00 \$ 54,279.00
Subtotal 1 <sup>st</sup> Street Alternate			\$ 414,482.82
Alternates for Norfolk Avenue:			
1b.	2" Asphaltic Concrete Type SPR	424 Ton	\$ 50.80 \$ 21,539.20
3b.	Performance Grade (PG) Binder 64-34	21.22 Ton	\$ 740.00 \$ 15,702.80
Subtotal Norfolk Avenue Alternate			\$ 134,061.25

BID TABULATION - Street Overlay 2014-1  
February 19, 2014

		Oldcastle Materials Midwest Co. dba Omni Engineering 14012 Giles Road Omaha, NE 68138	
	QUANTITY	UNIT COST	TOTAL
	TOTAL STREET OVERLAY 2014-1 BID Alternate 1st		\$ 1,171,153.67
	TOTAL STREET OVERLAY 2014-1 BID Alternate Norfolk		\$ 1,176,993.27
	TOTAL STREET OVERLAY 2014-1 BID Alternates (both)		\$ 1,168,778.07

ORDINANCE NO. 5285

AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA, TO ANNEX TO SAID CITY A PART OF THE SOUTH ½ OF THE NORTH ½ OF SECTION 34 AND PART OF THE NORTHWEST ¼ OF SECTION 34, ALL LOCATED IN TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, MADISON COUNTY, NEBRASKA.

REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE THAT THIS ORDINANCE SHALL BE PUBLISHED IN PAMPHLET FORM.

WHEREAS, such lands, lots, tracts, streets, and highways are urban or suburban in character and are not, in any event, agricultural lands which are rural in character, and

WHEREAS, the subject property to be annexed is adjacent to the City of Norfolk; and

WHEREAS, the owners of the subject property have, by petition, requested that the property be included within the corporate limits of the city; and

WHEREAS, pursuant to *Nebraska Revised Statutes* Section 16-117 (7), a city of the first class may annex contiguous or adjacent property without complying with the provisions of Section 16-117 (3) through (6) when the property owner requests annexation by petition; and

WHEREAS, it is deemed proper that such real estate be annexed to said City.

NOW, THEREFORE, be it ordained by the Mayor and the City Council of the City of Norfolk, Nebraska:

Section 1. That the real estate located in the South ½ of the North ½ of Section 34 and located in the NW ¼ of Section 34, all located in Township 24 North, Range 1 West of the 6<sup>th</sup> P.M., Madison County, Nebraska described to-wit:

A tract of land lying wholly in the South ½ of the North ½ of Section 34, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska. Said tract of land is more particularly described as follows:

Parcel 1

Commencing at the intersection of the centerline of Highway 81, also known as 13<sup>th</sup> Street, and the centerline of Monroe Avenue as now located and established which is also the South line of the North ½ of said Section; thence East along the centerline of said Monroe Avenue 111.83 feet;

thence North 33.0 feet to the point of beginning; thence continuing East 208.67 feet; thence 90°00' left, 350.0 feet; thence 90°00' left, 197.43 feet; thence 88°10'30" left, 350.18 feet to the point of beginning. Containing 1.63 Acres more or less;

AND

A tract of land lying wholly in the NW ¼ of Section 34, Township 24 North, Range 1 West of the 6<sup>th</sup> P.M., Madison County, Nebraska. Said tract of land is more particularly described as follows:

Parcel 2

Commencing at the West ¼ corner of said Section 34; thence East 320.5 feet; thence North at a deflection angle of 90°00' left, 383.0 feet to the point of beginning; thence continuing North, 150.0 feet; thence West at a deflection angle of 90°00' left, 192.7 feet; thence South at a deflection angle of 88°10'30" left, 150.1 feet; thence East at a deflection angle of 91°49'30" left, 197.4 feet to the point of beginning. Containing 0.67 Acres more or less. SEE EXHIBIT "A".

be and the same is hereby included within the boundaries and territory of the City of Norfolk, Nebraska, and said lands and the persons residing thereon shall hereafter be subject to all rules, regulations, ordinances, taxes, and all other burdens and assets of other persons and territories included within the City of Norfolk, Nebraska, and shall receive substantially the benefits of other inhabitants of such city as soon as practicable.

Section 2. That all ordinances and parts of ordinances in conflict herewith be and they are hereby repealed.

Section 3. This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

(SEAL)

Approved as to form: \_\_\_\_\_  
City Attorney

# ANNEXATION MAP

A tract of land lying wholly in the South 1/2 of the North 1/2 of Section 34, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska. Said tract of land is more particularly described as follows:

**PARCEL 1**

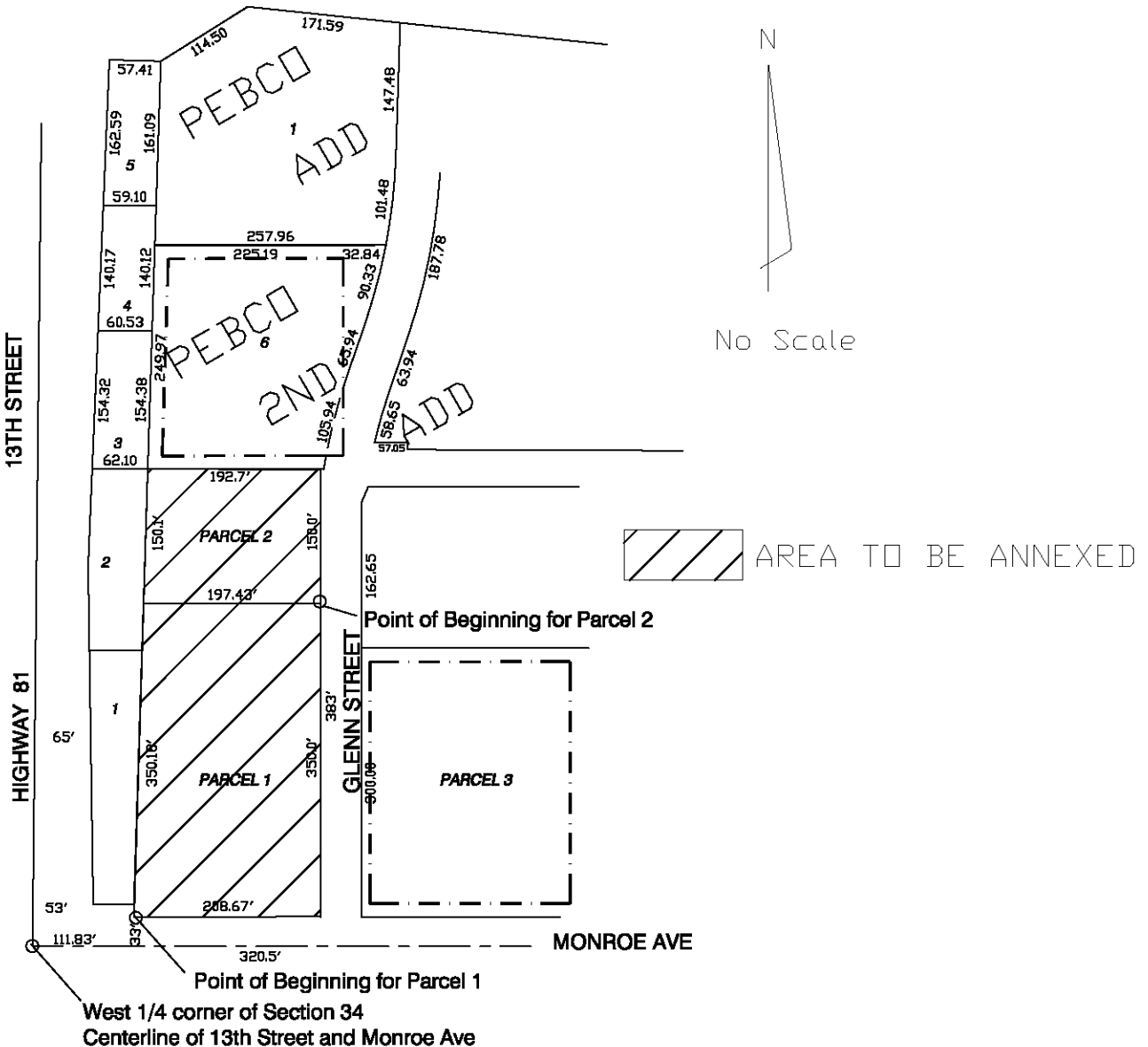
Commencing at the intersection of the centerline of Highway 81, also known as 13th Street, and the centerline of Monroe Avenue as now located and established which is also the South line of the North 1/2 of said Section; thence East along the centerline of said Monroe Avenue 111.83 feet; thence North 33.0 feet to the point of beginning; thence continuing East 208.67 feet; thence 90degrees 00' left,350.0 feet; thence 90 degrees 00' left, 197.43 feet; thence 88 degrees 10' 30" left, 350.18 feet to the point of beginning. Containing 1.63 Acres more or less;

AND

A tract of land lying wholly in the NW 1/4 of Section 34, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska. Said tract of land is more particularly described as follows:

**PARCEL 2**

Commencing at the West 1/4 corner of said Section 34; thence East 320.5 feet; thence North at a deflection angle of 90 degrees 00' left, 383.0 feet to the point of beginning; thence continuing North, 150.0 feet; thence West at a deflection angle of 90 degrees 00' left, 192.7 feet; thence South at a deflection angle of 88 degrees 10'30" left, 150.1 feet; thence East at a deflection angle of 91 degrees 49'30" left, 197.4 feet to the point of beginning. Containing 0.67 Acres more or less. SEE EXHIBIT "A"



February 17, 2014

City of Norfolk

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

Norfolk Ne 68701

I, Brian C. Gibbs, request the property at 1230 Monroe, Norfolk Ne, be annexed into the city limits of Norfolk. The property description is as follows:

A tract of land lying wholly in the S ½ N ½ of Section 34, Township 24 North, Range 1 West of the 6<sup>th</sup> P.M., Madison County Nebraska, and more particularly described as follows:

Commencing at the intersection of the centerline of Highway 81, also known as 13<sup>th</sup> Street, and the centerline of Monroe Avenue as now located and established which is also the South line of the N ½ of said section; thence East along the centerline of said Monroe Avenue 111.83 feet; thence North 33.0 feet to the point of beginning; then continuing East, 208.67 feet; thence 90\*00' left, 350.0 feet, thence 90\*00' left, 197.43 feet; thence 88\*10'30" left, 350.18 feet to the point of beginning;

AND

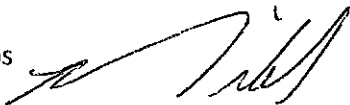
A tract of land lying wholly in the NW ¼ of section 34, Township 24 North, Range 1 West of the 6<sup>th</sup> P.M., Madison County, Nebraska, and more particularly described as follows:

Commencing at the West ¼ corner of said Section 34; thence East 320.5 feet; thence North at a deflection angle of 90\*00' left, 383.0 feet to the point of beginning; thence continuing north, 150.0 feet, thence West at a deflection angle of 90\*0' left, 192.7 feet; thence South at a deflection angle of 88\*10'30" left, 150.1 feet; thence East at a deflection angle of 91\*49'30" left, 197.4 feet to the point of beginning.

If you have any questions or concerns, please contact me at 402-598-0642.

Sincerely,

Brian C. Gibbs



Owner