right at home.

VEHICLE PARKING DISTRICT ADVISORY BOARD

Meeting Agenda August 18, 2022 – 8:15 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 July 21, 2022 Attached
- D. Financial Report Attached if available
 - 1. Review invoices
- E. Old Business
 - 1. Downtown Sign Review the agreement between the VPD and Downtown Norfolk Association to discuss the possible retrofit and discontinued use of digital component.
- F. New Business
 - 1. Parking lot improvements
 - 2. Median responsibilities
- G. Other Business
 - 1. City projects update
- H. Adjourn

Next meeting September 15, 2022 at 8:15 a.m. at the Administration Building, 309 N 5th St.



VEHICLE PARKING DISTRICT ADVISORY BOARD

Meeting Minutes - July 21, 2022 at 8:15 AM

A. Call Meeting to Order

Connie Geary called the meeting to order at 8:17 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, Doug Stebbing, Pat Carney (alternate), Steven McNally (alternate), Amy Renter (ex-officio)

Members Absent: Justin Webb, John Stappert

Guests: Andrew Colvin, Steven Rames, Sheila Rios, and Candice Alder

B. Approval of Agenda

A motion was made by Bates and seconded by Stebbing to approve the agenda. Roll call: Ayes: Connie Geary, Stephanie Bates, Doug Stebbing, Pat Carney, and Steven McNally. Nays: None. Absent: Justin Webb, John Stappert

C. Approval of Minutes

A motion was made by Stebbing, seconded by Carney to approve the minutes. Roll call: Ayes: Connie Geary, Stephanie Bates, Doug Stebbing, Pat Carney, and Steven McNally. Nays: None. Absent: Justin Webb, John Stappert

D. Financial Report

1. Reviewed Invoices

A motion was made by Stebbing, seconded by Carney to approve all invoices. Roll call: Ayes: Connie Geary, Stephanie Bates, Doug Stebbing, Pat Carney, and Steven McNally. Nays: None. Absent: Justin Webb, John Stappert

E. Old Business

1. Sheila Rios reviewed the proposed 2022-23 budget, originally discussed at the June 16, 2022 meeting. Connie Geary presented the proposed budget during the July 25 Mayor and City Council budget review work session and received approval to move forward.



F. New Business

1. Resolution No. 2022-1

Sheila Rios presented Resolution No. 2022-1 for the VPD to formally request the annual levy rate in accordance with Neb. Rev. Stat. 77-3443. A motion was made by McNally, seconded by Bates to approve Resolution No. 2022-1 and advance to the Norfolk City Council. Roll call: Ayes: Connie Geary, Stephanie Bates, Doug Stebbing, Pat Carney, and Steven McNally. Nays: None. Absent: Justin Webb, John Stappert

2. Downtown Sign

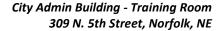
Discussed the possibility of retrofitting the downtown sign at 7th Street and Norfolk Avenue. The Downtown Norfolk Association (DNA) currently manages the sign on behalf of the Vehicle Parking District and receives \$1,500 in monthly payments in exchanges. Amy Renter reported that making adjustments and creating graphics for the sign were cumbersome due to the dated technology. Amy has asked that we evaluate the agreement between the VPD and DNA and explore new options for updating the sign, but also maintaining the revenue for the DNA. Staff will include the agreement on the August agenda.

3. City owned parking lot C-1

Alder reported that the Norfolk Housing Agency is currently conducting due diligence with Ho-Chunk on the Kensington building. Ho-Chunk has indicated that ownership of the lot is important to the success of the project. Andy indicated that the potential valuation of the Kensington after the proposed redevelopment project is complete, has the potential to infuse the equivalent of nearly 1/3 of the current VPD budget as new revenue. Geary asked if Ho-Chunk would allow for the use of the lot by others not in the hotel. Staff shared that they understand the hotel would require the exclusive use of the lot. Geary expressed need to explore opportunities with neighboring retailers and office users. Staff shared that Ho-Chunk has also expressed the need for a pick up and drop off area along 4th Street. Staff will report as the project progresses.

G. Other Business - City Projects Update

- 1. Alder reported that the PUMA contracted was approved at the July 5, 2022 Norfolk City Council meeting. Staff incorporated \$5,000 limit on project expenditures as requested by VPD board members. PUMA has been invited to participate in the July 21, 2022 VPD meeting and will call in at 9:00 a.m. The PUMA team will also visit Norfolk August 29-31. Economic Development staff shared downtown stakeholder list and requested feedback for those that should be added. ED staff will create itinerary for PUMA visit and share with VPD ahead of making arrangements.
- 2. Rames reported that in mid-October we will see the 1st Street bridge close with the intersection of 1st & Braasch closing in March. Detour signage will go up. Staff would like to see the 1st Street bridge and 1st & Braasch roundabout both re-opened by July 2023. River project is in motion and water is turned off leaving only a small stream of water. Bike paths are also closed in construction areas.
- 3. New signage is being incorporated into the VPD parking lots. Also exploring the potential to incorporate parking signage on some buildings downtown.
- 4. Streets The Public Works division is looking at mill and overlay projects for 2022-23 budget year. Exploring the incorporation of portions of Madison Avenue, 5th Street, additional portions of Norfolk





Avenue and surrounding area to get the area into the same cycle. Parking lot mill and overlay could also possibly be wrapped into project. Rames is also discussing paint striping in the district with Will Elwell.

5. Trees – Members of the Parks and Recreation department did a walk-through of the downtown district with the arberiet to evaluate the condition of downtown trees. Parks staff has identified a funding

- district with the arborist to evaluate the condition of downtown trees. Parks staff has identified a funding source that would allow for the installation of 17 large trees and 45 understory trees throughout the downtown district. Timeline for replacement is unknown at this time.
- 6. Water Alder reported that one of the water bills charged to VPD is the corner of 1st and Braasch, and confirmed that there is a small portion of land that is owned by the City of Norfolk. Corner will be absorbed by the 1st and Braasch roundabout project.

H. Adjourn

Stebbing moved to adjourn the meeting at 9:01 a.m.

Next meeting will be August 16, 2022 at 8:15 a.m. in the Training Room at the City Administration Building.

VPD Monthly Financial Summary - August 16, 2022					
Date	Expenses	Deposit	Expense	Description	
7/31/2022	Sound Products		\$55.00	Monthly Music Service	
				Monthly Payment for rent and monthly fees for	
8/1/2022	DNA		\$1,500.00	maintenance, electricity, insurance of sign	
6/30/2022	Hollman Media*		\$108.00	Web services/development	
7/14/2022	Hollman Media		\$70.00	Domain listing	
7/31/2022	Hollman Media		\$2,572.00	Web development fee	
7/1/2022	Prime Sanitation**		\$348.75	Monthly Trash Charges	
	Lacey J Porn			Quarterly Website Management	
7/29/2022	City of Norfolk		\$598.43	Water Billings	
8/1/2022	NPPD		\$268.60	electricity	
	Total Expenses		\$5,520.78		

^{* 6/30/2022} Hollman Media invoice was found online by City bookkeeper ** 7/1/2022 - Prime Sanitation monthly trash charges increased from \$255.75 per month to \$348.75 per month. See attached letter

Prime Sanitation

104 E Omaha Ave Sulte 5 · Norfolk, NE 68701 402-371-9193 · www.prime-sanitation.com

May 6, 2022

Thank you for being a loyal customer of Prime Sanitation. We appreciate your choice to have Prime Sanitation as your trash company. We strive to provide friendly, high quality service at a fair price.

We will be increasing the rate charged for our trash removal service <u>effective June 1st.</u> So this will be reflected in your automatic charge on June 20th.

Thank you for your understanding and we look forward to continuing to provide your trash removal service

CREDIT CARD PAYMENT Customers - The amount of your automatic payment will change when processing NEXT MONTH's bill. You do NOT need to fill out any new paperwork if you wish to continue on Autopay.

If you wish to discontinue auto-pay, please call the office at 402-371-9193.

Thank you again for being our customer.

PRIME Sanitation

Your new rate as of June 1, 2022 will be

104 E. Omaha Ave. Ste 5

Norfolk, NE 68701

402-371-9193

\$ 348.75

SEPT

SECOND ADDENDUM AGREEMENT

THIS SECOND ADDENDUM AGREEMENT is made this ______ day of _______, 20_1/8, by and between City of Norfolk, Nebraska, a Municipal Corporation, hereafter referred to as "VPD", and Downtown Norfolk Association, Inc., a Nebraska Nonprofit Corporation, hereinafter referred to as "DOWNTOWN", WITNESSETH:

WHEREAS, VPD and DOWNTOWN entered into an Agreement dated July 6, 2015, herein referred to as the "original agreement" (said original agreement includes Exhibit "A") for the purpose of VPD leasing from DOWNTOWN advertising time on DOWNTOWN's electronic advertising sign; and

WHEREAS, VPD and DOWNTOWN entered into an Addendum Agreement dated October 19, 2015 to amend the terms of the original agreement to change the amount of rent to be paid by VPD to DOWNTOWN (said Addendum Agreement is attached hereto as Exhibit "AA" and includes the original agreement attached thereto as Exhibit "1"); and

WHEREAS, the parties desire to amend the terms of the original agreement, as amended by the Addendum Agreement, to change the amount of the monthly fee to be paid by VPD to DOWNTOWN; and

WHEREAS, it is expressly agreed by and between the parties that this Second Addendum Agreement is supplemental to the original agreement and Addendum Agreement to which this Second Addendum is attached, and all the terms, conditions and provisions of the original agreement and Addendum Agreement, unless specifically modified herein, are to apply to this Second Addendum and are made a part of this Second Addendum as though they were expressly rewritten, incorporated and included herein;

IT IS THEREFORE agreed by and between the parties as follows:

1. That paragraph 3 of the original agreement be amended to read as follows:

"3. <u>RENT</u>. VPD shall pay to DOWNTOWN the sum of Forty-six
Thousand Three Hundred Dollars (\$46,300.00) as rent for the VPD's advertising
time on DOWNTOWN's sign with said rent to be paid on or before September
30, 2015. In addition, VPD shall pay to DOWNTOWN a monthly fee of One V. [2830]
Thousand Five Hundred Dollars (\$1,500.00) payable on the 15th day of each 103-013-560 month beginning February 15, 2018. Said rent and monthly fee include all costs for maintenance, electricity, insurance and similar items."

IN WITNESS WHEREOF, the parties have signed this Second Addendum Agreement in duplicate on the date aforesaid.

	NOACO OF NORFOLK, NEBRASKA, AL A Municipal Corporation
Elizabeth A. Deck, City Clerk	ORATED Josh Moenning, Mayor
Approved as to Form: Clint Schukei,	City Attorney
	DOWNTOWN NORFOLK ASSOCIATION, INC., A Nebraska Nonprofit Corporation

Printed Name: __

Printed Name: Lacey Porn

Prisident - Downtown Nortal Association

ADDENDUM AGREEMENT

THIS ADDENDUM AGREEMENT is made this 19 day of 2015, by and between City of Norfolk, Nebraska, a Municipal Corporation, hereafter referred to as "VPD", and Downtown Norfolk Association, Inc., a Nebraska Nonprofit Corporation, hereinafter referred to as "DOWNTOWN", WITNESSETH:

WHEREAS, VPD and DOWNTOWN entered into an Agreement dated July 6, 2015, herein referred to as the "original agreement" and attached hereto as Exhibit "1" for the purpose of VPD leasing from DOWNTOWN advertising time on DOWNTOWN's electronic advertising sign; and

WHEREAS, the parties desire to amend the terms of the original agreement to change the amount of rent to be paid by VPD to DOWNTOWN; and

WHEREAS, it is expressly agreed by and between the parties that this Addendum Agreement is supplemental to the original agreement to which this Addendum is attached, and all the terms, conditions and provisions of the original agreement, unless specifically modified herein, are to apply to this Addendum and are made a part of this Addendum as though they were expressly rewritten, incorporated and included herein;

IT IS THEREFORE agreed by and between the parties as follows:

1. That paragraph 3 of the original agreement be amended to read as follows:

"3. <u>RENT.</u> VPD shall pay to DOWNTOWN the sum of Forty-six Thousand Three Hundred Dollars (\$46,300.00) as rent for the VPD's advertising time on DOWNTOWN's sign with said rent to be paid on or before September 30, 2015. In addition, VPD shall pay to DOWNTOWN a monthly fee of Two Thousand Dollars (\$2,000.00) payable on the 15th day of each month beginning September 15, 2015. Said rent and monthly fee include all costs for maintenance, electricity, insurance and similar items."

IN WITNESS WHEREOF, the parties have signed this Addendum Agreement in duplicate on the date aforesaid.

ATTEST:

CITY OF NORFOLK, NEBRASKA,

A Municipal Corporation

SEAL SINCORPORATED

MORETA (MENER)

Elizabeth A. Deck, City Clerk,

Jim Lange, Council President

Approved as to Form: Clint Schukei, City Attorney

DOWNTOWN NORFOLK ASSOCIATION, INC., A Nebraska Nonprofit Corporation

Title: ______

Title:
Printed Name: Of Const

EXHIBIT "1"

AGREEMENT

This Agreement is made and entered into this day of July, 2015, by and between City of Norfolk, Nebraska, a Municipal Corporation, hereafter referred to as "VPD", and Downtown Norfolk Association, Inc., a Nebraska Nonprofit Corporation, hereinafter referred to as "DOWNTOWN", WITNESSETH:

WHEREAS, City of Norfolk Ordinance No. 2365 enacted September 16, 1974 created Vehicle Offstreet Parking District No. 1 of the City of Norfolk, Nebraska, which district is a special taxing district of the City of Norfolk and is commonly referred to as the Vehicle Parking District; and

WHEREAS, DOWNTOWN has installed or is in the process of installing an electronic advertising sign with LED message display capabilities on leased property located at the northeast corner of the intersection of 7^{th} Street and Norfolk Avenue; and

WHEREAS, VPD desires to lease from DOWNTOWN advertising time on DOWNTOWN's sign.

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

- 1. <u>LEASE</u>. DOWNTOWN shall lease to VPD seventy-five percent (75%) of the advertising time on DOWNTOWN's sign located at the northeast corner of the intersection of 7th Street and Norfolk Avenue.
- 2. <u>TERM</u>. This Agreement shall become effective September 1, 2015 for a term of ten (10) years with a termination date of August 31, 2025.
- 3. <u>RENT</u>. VPD shall pay to DOWNTOWN the sum of Thirty Thousand Dollars (\$30,000.00) as rent for the VPD's advertising time on DOWNTOWN's sign with said rent to be paid on or before September 30, 2015. In addition, VPD shall pay to DOWNTOWN a monthly fee of Two Thousand Dollars (\$2,000.00) payable on the 15th day of each month beginning September 15, 2015. Said rent and monthly fee include all costs for maintenance, electricity, insurance and similar items.
- 4. <u>VPD ADVERTISING</u>. DOWNTOWN shall allow VPD to sell advertising for its seventy-five percent (75%) of time on DOWNTOWN's sign according to the terms of DOWNTOWN's Electronic Sign Information and Policy, a copy of which is attached hereto as Exhibit "A". DOWNTOWN's Electronic Sign Information and Policy shall not be changed without prior written consent of VPD during the term of this Agreement.

- 5. <u>DOWNTOWN ADVERTISING</u>. DOWNTOWN shall control the remaining twenty-five percent (25%) of advertising time on DOWNTOWN's sign.
- 6. <u>ADVERTISING REVENUE</u>. VPD shall retain all advertising revenue collected for its seventy-five percent (75%) of advertising time during the term of this Agreement or any extension thereof.
- 7. HOLD HARMLESS/INDEMNIFICATION. DOWNTOWN agrees to hold harmless, defend, and indemnify VPD for any of DOWNTOWN's negligent acts or the negligent acts of DOWNTOWN's agents, subcontractors, employees, or guests, or for any liability or claim of liability related to DOWNTOWN's sign or the utilization of DOWNTOWN's sign.

Further, VPD agrees to hold harmless, defend, and indemnify DOWNTOWN for any of VPD's negligent acts or the negligent acts of VPD's agents, subcontractors, employees, or guests, or for any liability or claim of liability related to VPD's utilization of DOWNTOWN's sign.

- 8. <u>VPD PERFORMANCE</u>. All revenue necessary to perform VPD's requirements under this Agreement shall come solely from Vehicle Offstreet Parking District No. 1 of the City of Norfolk, Nebraska.
- 9. RENEWAL. Upon expiration of the original term of this Lease, the Lease shall automatically renew for additional one-year terms so long as DOWNTOWN's sign remains operational. If either party desires to prevent the Lease from going into automatic renewal or to terminate a subsequent renewal term of the Lease, the terminating party shall give written notice of termination to the other party at least thirty (30) days prior to the expiration of the original or any subsequent Lease term.
- 10. Any written notices sent pursuant to this Lease Agreement shall be addressed to the parties as follows:

VPD:

Vehicle Offstreet Parking District No. 1 of the City of Norfolk, Nebraska

Attention: City Clerk 309 N. 5th Street Norfolk, NB 68701

DOWNTOWN:

Downtown Norfolk Association, Inc. 311 W. Norfolk Avenue. Suite 110

Norfolk, NE 68701

11. <u>TERMINATION</u>. This Lease may be terminated at any time upon mutual agreement of the parties. Since rent for the VPD's advertising time is prepaid, in the event this Lease is terminated, all unearned cent shall be refunded to VPD within thirty (30) days following termination.

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

DOWNTOWN NORFOLK ASSOCIATION, INC., A Nebraska Nonprofit Corporation

Title: Vres. day Printed Name: Cheel Reca h. 1

True: Vice President Devitors Devotes.

Printed Name: Lacey Forn

EXHIBIT "A"

Downtown Norfolk Association Downtown Norfolk, Nebraska Electronic Sign Information and Policy

Purpose — The Downtown Norfolk Association hereinafter referred to as "DNA" in an effort to provide a dynamic messaging system for downtown businesses, community groups and non-profit organizations wants to make available space on the electronic sign at 7th St and Norfolk Ave. Space for downtown business advertising will be leased to the Downtown Vehicle Off-Street Parking District No. 1 for the City of Norfolk, Nebraska hereinafter referred to as "VPD". The sign may be utilized by community groups and non-profit organizations to inform the public of events or opportunities to participate in community events. Advertising rates for community groups and non-profits will be charged on a bi-weekly basis. Messages from non-profit and community service entities that provide a clear benefit to the local community will be eligible for posting. Community messages will be considered pending the number of messages for that particular time period. The sign may also be utilized for Amber alerts, Emergency notifications and other notifications from the City of Norfolk. Please be advised that, in case of emergency, the DNA reserves the right to change or alter the messages on the sign for the benefit of the public good and safety.

Responsibility – it will be the responsibility of the DNA to manage and post these massages to the electronic sign. If there are any questions regarding whether or not a group requesting use of the sign is authorized per this policy, or regarding content of a message, the DNA will make a decision regarding the request according to DNA guidelines/and at the DNA's discretion.

Policy -

- The DNA and its lessee the "VPD" will have priority over all other requests.
- Organizations must clearly serve or promote an educational, charitable, or public service event or purpose.
- Requests for use of the electronic sign from for profit businesses located outside the physical boundaries the Vehicle Off-Street Parking District No.1 of the City of Norfolk, Nebraska will be denied.
- Political and religious organizations may post events. However, posting of political or religious messages will denied.
- No personal requests will be posted on the electronic sign, e.g., birthdays, engagements, births, weddings, etc.
- Message requests must be submitted on the electronic Sign Request Form a minimum of 10 business days prior to the requested posting date and will be posted no earlier than two weeks prior to the event.
- Payment for all ads shall be made payable to the Downtown Norfolk Association and must accompany ad form. Ad form and payment should be sent attention Downtown Norfolk Association, Midwest Music Center, 311 W Norfolk Ave, Norfolk, Nebraska 68701.
- The form for ads is available at http://TheRiverPoint.com. The ad form must be completed legibly and in its entirety to be considered. When complete email to Sizn@TheRiverPoint.com. All Payments must be received within 10 business days of emailing ad to be included on the next month's sign rotation. No ads will be posted on sign without payment being received at Mildwest Music Center.

- Messages for entitles other than the DNA and will remain on the board no longer than two weeks unless otherwise approved by the DNA. This policy term does not apply to lessee the "VPD". The "VPD" will operate under the terms of its own policy.
- The DNA has the sole discretion to accept or reject the request and/or the content of the message, as well as the ability to after the text accordingly to fit the sign design.
- Messages shall not contain profanity or intolerant content relating to race, religion, sex, national
 origin or ethnicity.
- The DNA does not guarantee that a message will be placed on the sign.
- In the event that there are several requests for any given time period, the requests will be considered on a first come first served basis and at the discretion of the DNA.
- Bumped ads will run in the next ad cycle, have the ad time credited for later run or have ad payment refunded.
- Each message will appear on the sign for 10 seconds at a time.
- The sign will be illuminated 24 hours a day.
- Above all the DNA will have final say in all matters governing management of the community group
 and non-profit use of the electronic sign. Any questions regarding this management will be
 reviewed by the DNA.

Sizn Information -

- Double sided full color electronic message sign at the corner of 7th St. and Norfolk Ave. (sits parallel to 7th St.)
- Electronic message board is approximately 30" x 90".
- The total number of characters on each message shall not exceed 7 words, or 1 frame.
- Traffic count averages 7,665 vehicles per day.
- Frames will display for 10 seconds each. There will 360 frames per hour, totaling 8,640 frames in a
 24 hour period. The ad frequency is dependent on the number of advertisers using the sign. Each
 message is allowed 1 frame (10 sec.)
 By example if there are 6 advertisers with 2 different ads running in the rotation an ad will be seen
 every 2 minutes. Each ad will be seen 720 times in a 24 hr period. The ads will be displayed for a
 total of 120 minutes per day.

Best Practices -

- Do use text and logo images. Do not use complex images that will not display clearly in resolution.
- Do use bold face type with a contrasting outline. Do keep message to 3 lines of text. The larger the letters the more visible they will be.
- Do make each frame a complete thought. Do not rely on the public seeing both frames for the message to be effective.

Prices -

Bi-Weekly Rate: \$60.00

Week begins: 12:01 AM Sundays and ends 11:59 PM Saturdays.

Advertising Terms -

Full payment must accompany the first ad and all ads thereafter. Further advertising must be paid in full according to the terms that are stated. Advertiser and/or Agency hereby agree(s) to abide by the terms stated herein; to furnish advertisements within the published deadlines; to meet payment schedules & terms; and to hold the DNA harmless from any and all liability.

Ads-

All completed eds must be submitted to the DNA at Sign@TheRiverPoint.com at least 15 days prior to being displayed on sign. The DNA is not responsible for the design of the ed. (the DNA can refer advertiser(s) to those who can build an ad)

Advertisers Proofs -

When advertisers change their ad copy, the change will be made and confirmed by the ONA via email. It is the advertisers' responsibility to immediately call or email the DNA to note errors in ad copy. If the DNA does not hear from advertiser within 24 hours affirming the correctness of content, the design, layout and spelling/punctuation in the ad, or noting errors of the same in the ad, the ad will not be posted on the electronic sign.

The advertiser is solely responsible for graphic and text content. The DNA does not review for copyright or licensing rights.

The advertiser shall not use graphic or text content that competes with the downtown and/or its businesses.

Compensation -

if errors are discovered after the ad has gone to the sign, the DNA will not be held responsible for said errors because proofs were supplied to the advertiser and advertiser is responsible to contact DNA ad office and request corrections and copy changes. The DNA will, however, assist advertiser in getting the ad corrected as quickly as possible after the VPD is notified of errors. There will be a \$25.00 fee for a correction on the electronic sign.

•	14.
This policy approved by the Downtown Norfolk Association and it Directors or	this / day of
1014 2019	

Representative:

Chad Barnhill, Chairman

Downtown Norfolk Association