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

### **Meeting Agenda**

**September 15, 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 August 18, 2022 - Attached
- D. Financial Report – Attached if available
  - 1. Review invoices
- E. Old Business
  - i. PUMA update – review proposed survey
  - ii. Downtown sign retrofit discussion
  - iii. Downtown Revitalization Grant update
- F. New Business
  - 1. John Stappart resignation – make recommendation for Mayor Moenning
- G. Other Business
  - 1. City projects update
    - i. Trees – Parks tree discussion
    - ii. Kensington – parking lot discussion
- H. Adjourn

Next meeting October 20, 2022 at 8:15 a.m. at the Administration Building, 309 N 5<sup>th</sup> St.

## **VEHICLE PARKING DISTRICT ADVISORY BOARD**

*Meeting Minutes – August 18, 2022 at 8:15 AM*

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

Connie Geary called the meeting to order at 8:19 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.

Scott Adams indicated that the VPD meeting agenda and minutes were not posted on the City's website. Staff pulled up website and directed board to the VPD page showing all minutes and agendas for the year are presently on the website and accounted for. Further, a meeting notice is published in the Norfolk Daily News as required by law.

Roll call found the following Board members present: Connie Geary, Stephanie Bates, Doug Stebbing, Pat Carney (alternate), Justin Webb

Members Absent: John Stappert, Steven McNally (alternate), Amy Renter (ex-officio)

Guests: Scott Adams, Andrew Colvin, Steven Rames, Melissa Figueroa, Anna Allen, Brianna Duerst, and Candice Alder

### **B. Approval of Agenda**

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

### **C. Approval of Minutes**

A motion was made by Stebbing, seconded by Bates to approve the minutes. Roll call: Ayes: Connie Geary, Stephanie Bates, Doug Stebbing, Justin Webb. Nays: None.

### **D. Financial Report**

#### **1. Reviewed Invoices**

Geary approved of the format for the financial summary as presented indicating it was a clear way for the board to review and digest the expenses for the month. Discussion was held on the monthly increase implemented by Prime Sanitation. As reflected in the financial report, the monthly rate has increased from \$255.75 to \$348.75 per month. The VPD would like to request additional bids for trash removal services within the downtown district to ensure the City is receiving a fair and comparable rate. Staff will request bids from trash removal companies and communicate rates back to the VPD. A motion was made by Bates and seconded by Carney to approve the financial report. Roll call: Ayes: Connie Geary, Stephanie Bates, Doug Stebbing, Justin Webb. Nays: None.

**E. Old Business**

1. Downtown Sign

Discussion was held on the progress for exploring the retrofitting the downtown sign at 7<sup>th</sup> Street and Norfolk Avenue. Alder read an email from Amy Renter indicating she has been having trouble getting a quote and has requested help. Webb indicated he would be able to assist with the process. The agreement between the Downtown Norfolk Association (DNA) and Vehicle Parking District for the management of the sign was presented. Since Amy was unable to attend, the committee decided to table the discussion for the September meeting indicating it will also allow the committee to further digest the agreement that was presented.

**F. New Business**

1. Parking Lot Discussion

Stebbing and Webb assessed the various City-owned parking lots to evaluate condition and found them all in need of repair specifically crack, potholes, and damaged entrances. Stebbing also mentioned that striping was faded. Rames indicated he is looking at an Omaha based company that does contracted parking lot maintenance. He also shared that City will be out in the coming weeks to update striping with a focus on crosswalks in anticipation of school starting. Streets is currently working to plan the mill and overlay project and hopes to incorporate a couple of downtown lots into that project. As he looks towards that project, Rames is considering the incorporation of the following lots: Fifth Street and Madison Avenue, the lot around the renovated theater, and if a third lot could be incorporated into the project he is looking immediately south of the Mongolian Grill.

A board member asked at what time of the year fresh wood chips are incorporated into the downtown medians and Rames shared that he believes that is done in the spring. There was a request for parks to do additional week spraying in the downtown and Rames indicated that would overwhelm the parks division with the current workload that have. Board members asked if perhaps the above-mentioned company could also help with this.

Webb asked Connie if she could reach out to the company to get the ball rolling and Rames indicated he could forward the contact information to her, but indicated he would like to be present when the company visits Norfolk. Rames shared contact for Miktom Parking Lot Services with Geary to make begin discussions.

Connie shared that the VPD does have \$76,000 in building and plant maintenance and Rames thought the mill and overlay would consume at least half if not 2/3 of the budget.

The board began discussing side street sidewalks. Rames suggested there may be a point that the VPD will need to consider a larger sidewalk district with a focus on side streets. Geary indicated that the past paving project was focused on Norfolk Avenue and was shared 1/3 by the City of Norfolk, 1/3 by the VPD, and 1/3 by the property owners based on the frontage of their property. The Fourth Street sidewalks in particular were discussed and Adams asked if Ho-Chunk intended to build the drive up and if that would impact the Fourth Street parking. Rames indicated staff has asked Ho-Chunk to present concepts for the drive up that they are envisioning for the hotel.

Geary brought up damaged curbs and chipped paint on the streetlights throughout the district. Webb asked Rames if City staff could paint the streetlights and repair curb damage. Rames indicated staff could identify

curbs, but likely not assist with streetlight painting. Curb repairs within the district need to be incorporated into a maintenance plan, as there are projects within the City that will need to be prioritized above this. Webb would like to invite the streets manager, Will Elwell, to the September meeting to discuss the process of evaluating needed repairs and gain an understanding of what the streets department can and cannot do. Alder will extend an invitation for the September 15, 2022 meeting.

## 2. Median Responsibilities

Geary shared that there are issues in several of the medians and power is failing specifically during festivals and is most apparent in the winter when décor is out. When the Norfolk Avenue streetscape was done, the City paid for the improvements in the median as it is in the middle of the street. In the past, City staff handled any questions or operations with the water and power in the medians. Geary needs clarification on who is responsible for lighting, especially when bollards in medians and mid-block crossing have bulbs that go out. Rames asked if there were agreements that staff originally put in place to outline who was responsible for the ongoing maintenance of the medians. Geary did not think there is a document in place, but in the past the City did contact Model Electric for bulb replacement. Rames indicated that the City has an MOU with the State of Nebraska to outline what the City is responsible for and what the State will do. Rames indicated a similar document that clearly outlines roles and responsibilities for the City and the VPD would be very helpful. Webb indicated that if the VPD transitions into a BID this will become even more important. Rames indicated he had a file that he would look through to see what has historically been agreed upon.

## G. Other Business - City Projects Update

### 1. Riverfront Project

Rames shared that as of October 1, the First Street Bridge would go down and alternate routes will begin to be seen throughout the district. Official detour will be Madison to Fourth Street.

### 2. PUMA visit for BID exploration

Alder reported that invitations had gone out for the PUMA visit. The VPD board has received (via email) the full list of contacts that staff has reached out to. VPD board was encouraged to review the list and share any additional contacts that they had. Geary suggested block-by-block interactions for the October meeting.

## H. Adjourn

Stebbing made a motion to adjourn the meeting, seconded by Bates. Meeting was adjourned at 9:32 a.m.

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

**VPD Monthly Financial Summary - Sept 9, 2022**

<b>Date</b>	<b>Expenses</b>	<b>Deposit</b>	<b>Expense</b>	<b>Description</b>
8/31/2022	Sound Products		\$ 55.00	Monthly Music Service
9/1/2022	DNA		\$ 1,500.00	Monthly Payment for rent and monthly fees for maintenance, electricity, insurance of sign
9/1/2022	NPPD		\$ 268.60	electricity
8/15/2022	Hollman Media		\$ 70.00	Domain Listing
8/1/2022	Prime Sanitation		\$ 348.75	Monthly Trash Charges
	Total Expenses		\$2,242.35	

# Norfolk, NE Downtown Management Plan – Online Survey

9-7-22 DRAFT

**Please take a few minutes to complete this survey and join us in guiding the future of Downtown Norfolk!**

This survey is part of a Downtown Management Planning process led by the City of Norfolk to identify priorities and improvements for Downtown Norfolk over the next 5 years. In order to ensure community priorities can be implemented, the Downtown Management Plan will also evaluate what funding and management tools are best equipped to meet the unique needs of Downtown Norfolk, and will outline a work program geared toward accomplishing the priorities and improvements identified through this planning process.

Responses to this survey will help identify priorities and shape the Downtown Management Plan implementation program. Thank you for your participation and interest in guiding Downtown Norfolk forward.

## **DOWNTOWN NORFOLK TODAY** (page header)

### **1. Approximately how often are you in Downtown Norfolk?**

- Every day
- Once a week or more
- Twice a month
- Several times a year
- Rarely (maybe once a year)
- Almost never

### **2. What most often brings you Downtown?** [Please select up to three only]

- Restaurants and bars
- Shopping
- Special events and festivals (Norfolk Farmer’s Market, Mimosa Fest, Green Light Great Night, etc.)
- Personal services (hair salon, barber, bank, gym, etc.)
- Recreational opportunities (Johnson Park, North Fork Elkhorn River, trails, etc.)
- City services
- I live, work, or own property in Downtown
- Other (please specify):

### **3. When you think of Downtown Norfolk today, what three words first come to mind?** [Three open ended boxes]

### **4. How would you rate the following services and programs provided in Downtown?** [Choose from: Very Good, Good, Fair, Poor, Very Poor, Don’t Know]

- Cleaning (trash collection, litter removal, weeding, etc.)
- Greening and beautification (planters, street trees, etc.)
- Business outreach, attraction, and retention
- Events and activation in public spaces (annual events, live music, regular events like the Farmer’s Market, etc.)
- Public art (murals, sculptures, etc.)
- Businesses and jobs
- Diversity and inclusivity

- Safety
- Restaurants and nightlife
- Retail
- Housing options
- Parking options

## **DOWNTOWN NORFOLK TOMORROW** (page header)

**5. Looking to the future, please offer three words that best capture your vision for Downtown Norfolk by the year 2030:** [Three open ended boxes]

**6. To achieve your vision for Downtown Norfolk, how important will the following physical improvements be?** [Choose from: Very Important, Important, Neutral, Less Important, Not Important, Don't Know]

- Increase lighting throughout Downtown (including improving pedestrian lighting of sidewalks off of Norfolk Avenue, lighting in alleys and parking lots, festive lighting, etc.)
- Improve cleanliness and maintenance of streets and sidewalks
- Make Downtown more walkable and bikeable
- Improve landscaping and beautification (flower baskets, planters, street trees, etc.)
- Enhance the side streets in Downtown, such as Madison Avenue and streets intersecting Norfolk Avenue
- Improve the parking experience, including more signs to existing parking off of Norfolk Avenue
- Add a public restroom in Downtown
- Other (please specify):

**7. From the same list as above, which one action is the MOST important?** [Select one from the list of same answer choices from Q6]

**8. To achieve your vision for Downtown Norfolk, how important will the following programs and services be?** [Choose from: Very Important, Important, Neutral, Less Important, Not Important, Don't Know]

- Ensure Downtown is welcoming to all
- Fill empty and underutilized storefronts
- Improve safety
- Create a dedicated Downtown manager position to lead marketing efforts, communication, business engagement, and other efforts to promote Downtown Norfolk
- Add more housing and residents in Downtown
- Continue to hold events in and activate public spaces like River Point Square, Johnson Park, the North Fork Elkhorn River riverfront, alleyways, etc.
- Attract more office jobs to Downtown
- Enhance connections between Downtown and Northeast Community College, Wayne State, etc.
- Other (please specify):

**9. From the same list as above, which one action is the MOST important?** [Select one from the list of same answer choices from Q8]

**10. If you could suggest one additional improvement to enhance Downtown Norfolk, not listed above, what would it be?** [Open ended response]

**PLEASE TELL US ABOUT YOU** (page header)

**11. Which of the following BEST characterizes your primary interest(s) in Downtown Norfolk?** (Choose all that apply)

- I own commercial property in Downtown
- I own a business located in Downtown
- I work Downtown
- I live Downtown
- I am a student living or working Downtown
- I am a regular visitor to Downtown for leisure/entertainment/restaurants
- I am a visitor to Downtown for shopping
- I live nearby, within walking distance of Downtown
- I am a resident of the City of Norfolk outside of Downtown
- I am a resident of Madison County living outside of the City of Norfolk
- I live elsewhere in the Northeast Nebraska region
- Other (please specify):

**12. Age** (Optional)

- Under 18
- 18 to 24
- 25 to 34
- 35 to 49
- 50 to 64
- 65 and over

**13. Gender** (Optional)

- Female
- Male
- Non-binary

**14. Which of the following best describes you?** (Select One. Optional)

- Asian or Pacific Islander
- Black or African American
- Hispanic or Latino
- Native American or Alaskan Native
- White or Caucasian
- Multiracial or Biracial
- A race/ethnicity not listed here

**15. Annual Household Income** (Optional)

- Less than \$50,000
- \$50,000 - \$99,999
- \$100,000 - \$199,999



- More than \$200,000

**16. Home Zip Code** (Optional)

*Thank you for participating in this survey and helping to guide the priorities and improvements for Downtown Norfolk!*

SEPT

SECOND ADDENDUM AGREEMENT

THIS SECOND ADDENDUM AGREEMENT is made this 16 day of January, 2018, 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;

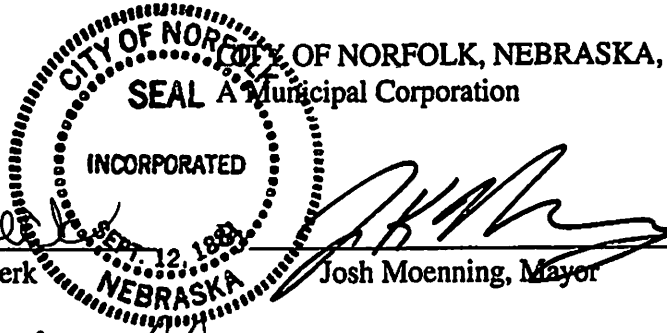
IT IS THEREFORE agreed by and between the parties as follows:

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

"3. RENT. 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. 12830 Thousand Five Hundred Dollars (\$1,500.00) payable on the 15th day of each -103-013-568 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.

ATTEST:



Elizabeth A. Deck  
 Elizabeth A. Deck, City Clerk

Josh Moenning  
 Josh Moenning, Mayor

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

**DOWNTOWN NORFOLK ASSOCIATION, INC.,**  
 A Nebraska Nonprofit Corporation

By Lacey Pohn  
 Title: President - Downtown Norfolk Association  
 Printed Name: Lacey Pohn

By Jessica Gordon  
 Title: Vice President  
 Printed Name: Jessica Gordon

EXHIBIT "AA"

ADDENDUM AGREEMENT

THIS ADDENDUM AGREEMENT is made this 19 day of October, 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:

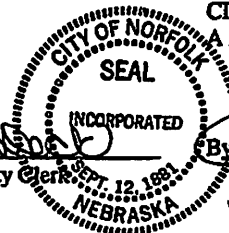
"3. RENT. VPD shall pay to DOWNTOWN the sum of Forty-six Thousand Three Hundred Dollars (\$46,300.00) as rent for the VPD's advertising time on DOWNTOWN's sign with said rent to be paid on or before September 30, 2015. In addition, VPD shall pay to DOWNTOWN a monthly fee of Two Thousand Dollars (\$2,000.00) 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


  
Elizabeth A. Deck, City Clerk



By   
Jim Lange, Council President

Approved as to Form:   
Clint Schukei, City Attorney

**DOWNTOWN NORFOLK ASSOCIATION, INC.,**  
A Nebraska Nonprofit Corporation

By   
Title: President  
Printed Name: Chad Beall


By   
Title: Vice President  
Printed Name: Lacey Pohn

EXHIBIT "1"

AGREEMENT

This Agreement is made and entered into this 6<sup>th</sup> 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<sup>th</sup> 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. **LEASE.** 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 7<sup>th</sup> Street and Norfolk Avenue.
2. **TERM.** This Agreement shall become effective September 1, 2015 for a term of ten (10) years with a termination date of August 31, 2025.
3. **RENT.** 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. **VPD ADVERTISING.** 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. **DOWNTOWN ADVERTISING.** DOWNTOWN shall control the remaining twenty-five percent (25%) of advertising time on DOWNTOWN's sign.

6. **ADVERTISING REVENUE.** 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. **VPD PERFORMANCE.** 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:

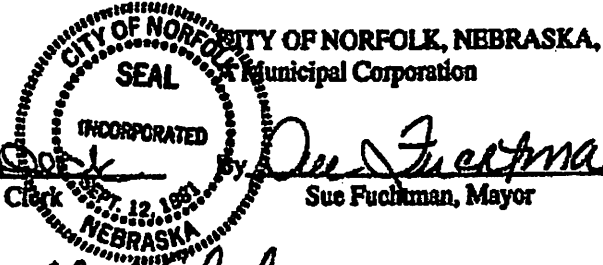
**VPD:** Vehicle Offstreet Parking District No. 1  
of the City of Norfolk, Nebraska  
Attention: City Clerk  
309 N. 5<sup>th</sup> Street  
Norfolk, NE 68701

**DOWNTOWN:** Downtown Norfolk Association, Inc.  
311 W. Norfolk Avenue, Suite 110  
Norfolk, NE 68701

11. **TERMINATION.** 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 rent 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.

ATTEST:



Elizabeth A. Deck  
Elizabeth A. Deck, City Clerk

By Sue Fuchman  
Sue Fuchman, Mayor

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

DOWNTOWN NORFOLK ASSOCIATION, INC.,  
A Nebraska Nonprofit Corporation

By [Signature]  
Title: President  
Printed Name: Clayton Beckwith

By [Signature]  
Title: Vice President - Downtown Norfolk Ass.  
Printed Name: Lacey Fern



## 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 7<sup>th</sup> 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 messages 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 be 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 [Sign@TheRiverPoint.com](mailto:Sign@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 Midwest Music Center.

- Messages for entities 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 alter 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.

**Sign Information –**

- Double sided full color electronic message sign at the corner of 7<sup>th</sup> St. and Norfolk Ave. (sits parallel to 7<sup>th</sup> 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 ads must be submitted to the DNA at [Sign@TheRiverPoint.com](mailto:Sign@TheRiverPoint.com) at least 15 days prior to being displayed on sign. The DNA is not responsible for the design of the ad. (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 DNA 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.

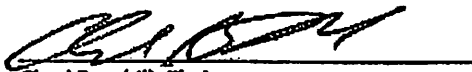
The advertiser shall not use graphic or text content that competes with the downtown and/or its businesses.

**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.

This policy approved by the Downtown Norfolk Association and its Directors on this 14<sup>th</sup> day of July, 2015.

Representative:



Chad Barnhill, Chairman  
Downtown Norfolk Association