right at home.

# VEHICLE PARKING DISTRICT ADVISORY BOARD

# Meeting Agenda June 15, 2023 – 8:00 a.m. City Administration Building – Training Room 309 N. 5th St. – Norfolk NE

- A. Call Meeting to Order
  - 1. Public notification of the location of the Open Meetings Act
  - 2. Roll Call
- B. Approval of Agenda
- C. Approval of meeting minutes from May 11, 2023 See attached.
- D. Financial Report- See attached.
- E. New Business
  - 1. Downtown sign discussion.
- F. Old Business
  - 1. Downtown banners.
  - 2. Festoon lighting conversation.
  - 3. River Point name usage discussion.
  - 4. BID update.
  - 5. Base level of service agreement.
- G. Adjourn

The next meeting will be on July 20 at 8:00 a.m. at the City of Norfolk Administration Building,  $309 \ N \ 5^{th} \ Street$ , Norfolk, NE.

# VEHICLE PARKING DISTRICT ADVISORY BOARD

Meeting Minutes - May 11, at 8:00 AM

### A. Call Meeting to Order

Connie Geary called the meeting to order at 8:03 a.m.

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

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

Guests: Andy Colvin, Candice Alder, Mikah Wheeler, Nate Powell, Nick Stevenson, Anna Allen, Scott Adams, and Kurt & Monica Bruning.

# B. Approval of Agenda

A motion was made by Tracy Kaczor and seconded by Stephanie Bates to approve the agenda. Ayes: Connie Geary, Stephanie Bates, Tracy Kaczor, and Steve McNally. Nays: None.

# C. Approval of Minutes

Stephanie Bates made a motion to approve the minutes, seconded by Tracy Kaczor. Ayes: Connie Geary, Stephanie Bates, Tracy Kaczor, and Steve McNally. Nays: None.

# D. Financial Report

### E. New Business

- a. Temporary mounting for Wi-Fi on light poles.
  - i. Nick Stevenson informed the board that the poles that will have the Wi-Fi mounted to will be shown in the event application. The VPD is okay with strapping the Wi-Fi if the method does not scratch or damage the poles.
- **b.** Downtown sidewalk planter rings.
  - i. The rings on the west side of 4<sup>th</sup> street need planted. Nate Powell said parks can plant some vegetation in the rings. Powell encouraged businesses to water and maintain the planter rings. Parks will put something that is more tolerant to heat and drought. The parks department is planting trees one block at a time, so it is a process.
- **c.** Farmers market parking lot.
  - i. The Brunings indicated that residents park overnight and into the morning. On Saturday morning, this creates an issue with the vendors. The farmers market would like some signage. The owner of the old movie theater said since it is free parking, he cannot do anything.
  - ii. Steve McNally motioned to put a sign in Madison 3 lot stating no parking 7:00am-12:30pm during farmer's market season. Tracy Kaczor seconded the motion. Ayes: Connie Geary, Stephanie Bates, Tracy Kaczor, and Steve McNally. Nays: None.

- **iii.** The city will order the signs and put them up. Stephanie Bates made an amendment to split the cost of the signs between the VPD and the farmer's market. Tracy Kaczor seconded the motion.
- iv. Staff will follow up on the "No Camping" sign for the River Point Square.

# d. BID update.

i. A meeting was held on the night of Monday, 8 2023 with downtown stakeholders. They shared the study and the recommendation as well as samples of the manager position.

# F. Old Business

- a. Discussion of trailers in lots behind Magnolias.
  - i. The concern was that trailers had been parked for a long period of time. During construction, it is okay but just want to make sure they are not being stored. The trailers have since been moved.
- **b.** Base level of service agreement.
  - i. Staff indicated that they would gather more information on the banner changing schedule for the next meeting. The VPD board indicated that they believe there are for banners. Staff will discuss whether this is an enhanced service or not.

# G. Other Business

- a. Sign insurance.
  - i. The DNA is paying \$900/year for insurance on the River Point sign. This is for \$40,000 replacement coverage. The VPD agreed that the coverage could be lowered to \$20,000 on the May 24 renewal.

# H. Adjourn.

Bates made a motion to adjourn the meeting, seconded by Kaczor. The meeting was adjourned at 9:06 a.m.

The next VPD meeting will be Thursday, June 15, 2023, at 8:00 a.m. at the City of Norfolk Administration building at 309 N. 5<sup>th</sup> Street, Norfolk, NE.

VPD Monthly Financial Summary - June 15, 2023					
Date	Expenses	Deposit	Exp	ense	Description
	Sound Products		\$	55.00	Monthly Music Service
	DNA		\$	1 500 00	Monthly Payment for rent and monthly fees for maintenance, electricity, insurance of sign
	NPPD		\$	268.60	Electricity
	Hollman Media		\$	70.00	Domain Listing
	Prime Sanitation		\$	348.75	Monthly Trash Charges
	Lacey J Porn		\$	840.00	Q3 Web Services/Development
	Total Expenses		\$	3,082.35	

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.

ATTEST: SEAL A M	Y OF NORFOLK, NEBRASKA, luricipal Corporation
Elizabeth A. Deck, City Clerk 7000 PDACK	Josh Moenning, Mayor
Approved as to Form:  Clint Schukei, City Atto	mey
	TOWN NORFOLK ASSOCIATION, INC., raska 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 7<sup>th</sup> 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 <a href="Sizn@TheRiverPoint.com">Sizn@TheRiverPoint.com</a>. 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 ads 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 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.

			<u>u</u> .
This policy approved by the Downtown Norfolk Association and I	t Directors	on this/	day of
Tu(4 2015.	•••	· . ·	• • • •

Representative:

Chad Barnhill, Chairman
Downtown Norfolk Association

for appointment to the board to be approved  shall be a city employee, to develop the ensure that accurate minutes are recorded and ablic online location  draft agreements for events to to be held  on, and reporting uties associated with invoices and payments  board approval  VPD Revolving Loan Fund Program  Downtown Façade Improvement Program	City Enhanced Services (extra charge)	
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ownership/renewals		
f all meetings in compliance with the Nebraska	9	VPD is responsible for paying the NDN
		public meeting advertising cost
between the City staff and VPD		
is, take minutes, and ensure records are		
k for public access		
wn Revitalization grant awards when available		
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City Department	nicle Parking District (VPD): Base Level of Service Expected Base Level of Service	City Enhanced Services (extra charge)	Contracted Service (outside entity)
		city Elifianced Services (extra charge)	Contracted Service (outside entity)
City Parks and Recreation	Mowing and weeding based on department's mowing schedule on all		
Department	City owned properties	Makerine of flower note throughout the	
	Performance of routine maintenance on the system components based	Watering of flower pots throughout the	
	on maintenance schedule, and winterization of the sprinkler system, as	district	
	necessary		
	Tree, shrub and plant care to maintain health, vigor and aesthetic		
	appearance according to accepted horticultural practices. This includes		
	cutting back ornamental grasses, perennials, and pruning all dead,		
	diseased and dying branches. Pruning of ground covers to maintain		
	neat, well-kept appearance. Regular pruning of trees to maintain		
	desirable form, eliminate diseased or damaged growth, prevent health		
	or safety hazards, and maintain sidewalk and street clearance		
	Regularly maintain and remove trash at River Point Square		Prime Sanitation - Trash removal
			throughout the downtown district - the
			current service provides Monday and
			Friday pickup, \$348.75/month
	Graffiti eradication on all surfaces within River Point Square	Graffiti eradication on surfaces throughout the	
		district	
	Christmas décor set up and removal		
		Sidewalk snow removal- if not done by	
		business	
	Quarterly changing of downtown banners		Purchase of new banners
Police Department	Parking enforcement on public ROWs and parking lots	1	
Tonce Department	Responding to service requests related to crime or traffic, as well as		
	increases to crime or traffic in a particular area		
	Performance of routine traffic control / enforcement activities, as		
	needed		
	Police Officers responding to District calls 24 hours a day/seven days a		
	week (Basic Patrol Service)		
	Assist with barricade set up when streets will be shut down for special		
	events		
	1210.100	1	1
City Fire Department	Routine Fire Rescue and EMT/ambulance services		

Miscellaneous	Service	Contracted Service (outside entity)
	Electricity	NPPD - Monthly charges based on use
	Banners	Love Signs - Seasonal banner changes
	Website	Hollman Media - Website domain listing and updates,
	Website	Lacy Porn - Ongoing website updates
	Music	Sound Products - Monthly Music Service, \$75/month
		DNA - Marketing & promotion of the Downtown District
		including maintenance, electricity, insurance, etc. of the
	Marketing	Downtown electronic sign, \$1,500/month
		Love Signs- Repair & replacement of parking lot signs &
	Parking lot signs	posts
	Insurance	LARM
		Olsen Mowing & Snow Removal- Contracted for 2022-
	Snow plowing/piling within VPD Lots	2023 snow season
	Snow hauling off VPD streets	ASPM