
VEHICLE PARKING DISTRICT ADVISORY BOARD

Meeting Agenda

September 21, 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 August 17, 2023 – See attached.
- D. Financial Report- See attached.
- E. New Business
 - 1. Creative District alleyway lighting.
 - 2. VPD bench conversation.
 - 3. Website management discussion.
- F. Old Business
 - 1. BID update.
 - 2. Snow removal contract update.
 - 3. Base level of service agreement.
- G. Adjourn

The next meeting will be on October 19, 2023, at 8:00 a.m. at the City of Norfolk Administration Building, 309 N 5th Street, Norfolk, NE.

VEHICLE PARKING DISTRICT ADVISORY BOARD

Meeting Minutes – August 17, at 8:00 AM

A. Call Meeting to Order

Connie Geary called the meeting to order at 8:05 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, Pat Carney (alternate), Steve McNally (alternate), Doug Stebbing, Scott Adams (ex-officio). Members Absent: Tracy Kaczor, José Nuño.

Guests: Mikah Wheeler, Nick Stevenson, Candice Alder, Amy Renter, Jeremy Bohn.

B. Approval of Agenda

A motion was made by Stephanie Bates and seconded by Doug Stebbing to approve the agenda. Ayes: Connie Geary, Stephanie Bates, Doug Stebbing, Steve McNally, Pat Carney. Nays: None.

C. Approval of Minutes

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

D. Financial Report

E. New Business

F. Old Business

a. Bid update.

- i. Geary mentioned that the BID steering committee feels that they have made enough contact with the downtown businesses to move forward.
- ii. The BID steering committee would like to reengage City Staff. Geary indicated that Angi Kruse and Terri Thompson would like to participate in the BID committee.
- iii. McNally indicated that there has been interest in exploring a different rate of the assessments off Norfolk Ave. It was determined that the assessment should not include city owned property or VPD property. Wheeler indicated that he would explore if residential is allowed to be assessed in a BID.

b. Snow removal contract update.

- i. Wheeler indicated that the streets department had to make some adjustments and the request for bid is on the August 21st agenda to be approved by city council. The hope would be to have the bids back in time for the next VPD meeting.

c. Parking lot overlay update.

- i. Stevenson indicated that work would start the week of either August 28 or September 4. Stevenson mentioned that this will need to be communicated to get cars out of the lots to help the work move smoothly.

- ii. Alder indicated that City Staff would work to update the mapping and share that information with the downtown to make sure it is communicated clearly where the work is taking place.
- iii. Jeremy Bohn indicated that staff would work with Norfolk PD to get vehicles moved. Bohn indicated that once the asphalt is cooled it is ready to be used. He did indicate that stripping will take place later once the asphalt is cured.

G. Adjourn.

Doug Stebbing made a motion to adjourn the meeting, seconded by Pat Carney. The meeting was adjourned at 8:58 a.m.

The next VPD meeting will be Thursday, October 19, 2023, at 8:00 a.m. at the City of Norfolk Administration building at 309 N. 5th Street, Norfolk, NE.

VPD Monthly Financial Summary - September 21, 2023

Date	Expenses	Deposit	Expense	Description
	Sound Products		\$ 55.00	Monthly Music Service
	DNA		\$ 1,500.00	Monthly Payment for rent and monthly fees for maintenance, electricity, insurance of sign
	NPPD		\$ 268.60	Electricity
	Hollman Media		\$ 70.00	Domain Listing
	Prime Sanitation		\$ 348.75	Monthly Trash Charges
	Norfolk Daily News		\$ 9.32	VPD mtg notice
	Total Expenses		\$ 2,251.67	



Subject: RE: Observed this this morning. It was not like that when I dispersed paving flyers yesterday.

Matt / Will,

Would someone be able to pick up the bench (store it temporarily) and properly cone off the area for safety until we hear from VPD about their choice of repair, replacement or just fixing the sidewalk.

Appreciate the time & help (keep track of labor & equipment for end of year billing).

Thank you,

Stacey Hansen | Administrative Assistant
City of Norfolk | 309 N 5th St | Norfolk, NE 68701
P: 402-844-2019 | <http://www.norfolkne.gov>



Power Pages CMS 2-Year Subscription Agreement

Full Name:	Downtown Norfolk Association (<i>Hereinafter referred to as the Borrower</i>)
Address:	311 W. Norfolk Avenue, Suite 300 – Norfolk, NE 68701
Full Name:	Power Computing, Inc. (<i>Hereinafter referred to as the Service Provider</i>)
Address:	207 Norfolk Avenue – Norfolk, NE

Terms of Service

Overview

Power Pages CMS (“Service”) is provided by Power Computing, Inc. (“Service Provider”). By using any portion of the service, which includes any and all services provided for content management purposes, you are accepting the Terms of Service (“Terms”) provided herein. If you do not agree with these terms for any reason, you are asked not to sign-up for Power Pages CMS. Use of the Service indicates your acceptance of these terms. Power Computing, Inc. reserves the right to update or modify these terms at any time without notice.

Power Pages CMS Subscription Includes:

- (1) Domain Name Registration for the duration of this subscription agreement
- Website Hosting for the domain **www.TheRiverpoint.com** for the duration of this subscription agreement
- (1) Website and (1) Website Editor CMS for the duration of this subscription agreement. Website Editor CMS to include (1) Admin Login to access the website editor interface for making website changes to text, videos and photos on your website

Usage

As an account holder, Power Computing, Inc. grants you a limited license to access and use Power Pages CMS. The Company reserves the right to terminate this license at any time for any reason. This right will generally be practiced only when abuse of the service or nonpayment has been determined.

Billing & Refund Policy

Power Computing, Inc. charges and collects for use of Power Pages CMS. The payment amount is determined before Service begins and is your subscription level through the term of the subscription. Payments must be made for the full-term or otherwise agreed to upon starting a Power Pages CMS Subscription. The Company reserves the right to modify the subscription fees at any time, and any such change will result in a change of the fee when the subscription comes up for renewal.

While the subscription is not delinquent (past 60 days of invoice date) this agreement remains in force. Your subscription will be automatically renewed upon completion of the subscription period, and where you are responsible for payment, you will be invoiced monthly at that time. Your subscription may be subject to a quoted price or written pricing agreement if signed by an authorized decision maker at Power Computing, Inc. Any such negotiated pricing terms are confidential and may not be disclosed to a third party. This includes discounts, price alterations, etc.

Subscriptions may be canceled at any time without incurring a cancellation fee. Cancellation of your subscription may not take effect until your subscription renewal period. Premature cancellation of your subscription does not make you eligible for a refund in whole or part. If you believe your invoice is incorrect for any reason, you must contact Power Computing, Inc. within 30 days of the subscription renewal to be eligible to receive an adjustment or credit.

Customers who are dissatisfied with the Service may request a refund no more than 30 days after their most recent renewal period. Upon requesting a refund, your account will be terminated and any refund deemed valid will be issued by the Company. Refunds will be issued no more than one business week after the request is made.

By using the Service, you acknowledge and accept that Power Computing, Inc. may exercise, at our discretion, service cancellation for delinquent accounts. You are responsible for ensuring the continuance of your account and compliance with this agreement.

Indemnify

You agree to indemnify, defend, and hold Power Computing, Inc. harmless from and against any and all claims, liability, losses, costs, and expenses (including attorneys fees) incurred in connection with any use or alleged use of Power Pages CMS.

Disclaimer of Warranties & Limitation of Liability

Power Computing, Inc. does not warrant that Power Pages CMS will be uninterrupted or error free; nor does Power Computing, Inc. make any warranty as to the results to be obtained from use of the service. Power Pages CMS is provided on an “As-is, As-available” basis. Power Computing, Inc does not make any warranties or any kind, either express or implied warranties of merchantability or fitness for a particular purpose. You are solely responsible for your use of the service. Under no circumstances will Power Computing, Inc. be held liable for any direct, indirect, incidental, special or consequential damages arising out of the use or inability to use the service, even if such party has been advised of the possibility of such damages. Some States do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you. In such states, the liability of Power Computing, Inc. shall be limited to the greatest extent permitted by law.



Power Pages CMS
2-Year Subscription Agreement

The Borrower hereby unconditionally promises to pay upon signing of this Agreement, to the order of Service Provider, 24 payments of \$69.95. Final payment on this Promissory Note will be due on January 15, 2016.

Payment Terms

Borrower will pay (24) payments of \$69.95 each at uninterrupted monthly intervals on the 15th day of each month, starting on the 15th day of January 15, 2014 until the Principal amount is paid in full. All payments shall first be applied to outstanding late fees, then to the Principal amount.

One-time Setup

Borrower will pay a One-time Setup Fee of \$350 due on January 15, 2014.

Prepayment

The Borrower may prepay this Note in full or in part at any time without premium or penalty. All prepayments shall first be applied to outstanding late fees and thereafter to the principal loan amount.

Place of Payment

Payment shall be made at the above stated address of the Service Provider.

Late Payment Fees

If payment is not made by the due date of the next payment as stipulated in the payment terms the Borrower shall pay an additional late fee in the amount of \$10.00 per week until the account is brought current.

Acceleration of Debt upon Default

If the Borrower fails to make any payment when due for whatever reason and the Service Provider provides notice of such failure, the Borrower must effect payment of the amount due within 7 days, failing which the Service Provider can demand immediate payment of the entire outstanding Principal amount.

Collection Fees

In the event of default this Note may be turned over for collection and the Borrower agrees to pay all reasonable legal fees, collection and enforcement charges to the extent permissible by law, in addition to other amounts due.

Downtown Norfolk Association (Borrower)

Date

Power Computing, Inc. (Service Provider)

Date

City of Norfolk Vehicle Parking District (VPD): Base Level of Services

DRAFT 9/14/2023

City Department	Expected Base Level of Service	City Enhanced Services (extra charge)	River Point District Coordinator	Contracted Service (outside entity)
Mayor	Recommend individuals for appointment to the board to be approved by Norfolk City Council			
City Administrator	Assign a Secretary, who shall be a city employee, to develop the meeting agenda and to ensure that accurate minutes are recorded and made available to the public online Provide a meeting room location			
City Attorney	Review applications and draft agreements for events to to be held within the district			
City Finance Department	Tax assessment, collection, and reporting		Maintains separate budgets dividing tax revenue and expenditures from non-tax revenue and expenditures and presents monthly statements to the <<River Point Downtown District Board of Directors>>	
	Perform all accounting duties associated with invoices and payments due		Works alongside downtown stakeholders to coordinate annual budget and monitors monthly spending	
	Prepare budget for VPD board approval		Prepare budget for VPD board approval	
	Provide oversight of the VPD Revolving Loan Fund Program			
	Provide oversight of the Downtown Façade Improvement Program		Communicates information for the façade improvement program when applicable	
City Clerk	Process and issue special event permits and new liquor licensing applications/transfer of ownership/renewals			
	Providing public notice of all meetings in compliance with the Nebraska Open Meetings Act		Ensures special event coordination such as event applications, necessary city department participation, insurance, advertising, vendor organization, and volunteer coordination, etc. are carried out smoothly and communicated effectively between downtown stakeholders and city staff	VPD is responsible for paying the NDN public meeting advertising cost
Economic Development	Serve as the staff liaison between the City staff and VPD		Serves as liaison between downtown business and property owners and city departments and carries out activities necessary to infrastructure maintenance such as monitoring of needed repairs, replacement of lights, graffiti removal, décor/banner updates, tree maintenance needs, etc	
	Develop meeting agendas, take minutes, and ensure records are provided to the City Clerk for public access		Develop meeting agendas, take minutes, and ensure records are provided to the City Clerk for public access	
	Apply for CDBG Downtown Revitalization grant awards when available		Assists with the application of grant funds for the River Point District	
City Planning and Community Development Department	Planning and zoning review, including site development plans			
	Routine code enforcement actions			
	Review and advise on sidewalk café options, along with police, engineering and fire marshal			

City of Norfolk Vehicle Parking District (VPD): Base Level of Services

DRAFT 9/14/2023

City Department	Expected Base Level of Service	City Enhanced Services (extra charge)	River Point District Coordinator	Contracted Service (outside entity)
-----------------	--------------------------------	---------------------------------------	----------------------------------	-------------------------------------

City Parks and Recreation Department	Mowing and weeding based on department's mowing schedule on all City owned properties			
	Performance of routine maintenance on the system components based on maintenance schedule, and winterization of the sprinkler system, as necessary	Watering of flower pots throughout the district		
	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			
	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			

City Fire Department	Routine Fire Rescue and EMT/ambulance services			
----------------------	--	--	--	--

City Streets Department	Routine street sweeping of public streets and alleys in accordance with the City's regular Street sweeping schedule	Sweeping of VPD parking lots		
	Patching and repair, mill and overlay, and surface seals of public streets and alleys as needed			

City of Norfolk Vehicle Parking District (VPD): Base Level of Services

DRAFT 9/14/2023

City Department	Expected Base Level of Service	City Enhanced Services (extra charge)	River Point District Coordinator	Contracted Service (outside entity)
				Patching and repair, and surface seals of VPD parking lots as needed
		Maintenance mill and overlay, every 20 to 25 years		
	Snow plowing on public streets and alleys based on City's snow removal schedule and ordinances.			Olsen Mowing & Snow Removal - Snow piling VPD parking lots (2022-2023 snow season). VPD responsible to solicit bids
	Electrical receptacle in median, traffic sign and/or light installation and maintenance as needed	Maintainance of decorative light fixtures not in the median		Installation of decorative light fixtures/festoon lighting
	Striping and marking of public streets based on City maintenance schedule			Striping and marking of VPD parking lots
	Curb and gutter repairs on public streets			
	Barricade placement for Tuesday and Thursday Farmers Market in season			
	Cleaning of public storm water system pipes as needed			
	Replacement of public storm water system components as needed			
	On-call procedures for after-hours storm water management emergencies			
				Sidewalks maintenance and repair from property line to back of curb, City Code 22-23
	Maintenance and replacement of street signs and signals required for the control of vehicles, bicyclists, and pedestrians			
City Water, Wastewater, Storm Water Department	Regular meter reading for utility billing and maintenance	Monthly water charges on VPD owned property		
	Fire hydrant maintenance as scheduled			
	Water system flushing as needed			
	Water line valve rotation as needed			
	Replacement of public water mains as needed			
	Routine inspection of public sanitary sewer mains			
	Review and consultation about private sewer service line issues			
	On-call procedures for after-hours emergencies			
	Enforcement of illicit discharge (grease)			

Miscellaneous	Service	River Point District Coordinator	Contracted Service (outside entity)
	Electricity		NPPD - Monthly charges based on use
	Banners		Love Signs - Seasonal banner changes
	Website	Updates River Point website and social media pages	Hollman Media - Website domain listing and updates, approx. \$70/month
	Website		Lacy Porn - Ongoing website updates
	Music		Sound Products - Monthly Music Service, \$75/month
	Marketing	Assists in the planning, organizing, and implementation of a variety of special events including the farmers market, summer concert series, annual holiday celebration, and monthly promotional events	DNA - Marketing & promotion of the Downtown District including maintenance, electricity, insurance, etc. of the Downtown electronic sign, \$1,500/month
	Parking lot signs		Love Signs- Repair & replacement of parking lot signs & posts
	Insurance		LARM
	Snow plowing/piling within VPD Lots		Olsen Mowing & Snow Removal- Contracted for 2022-2023 snow season
	Snow hauling off VPD streets		ASPM