

## **By-Laws Downtown Norfolk Association**

### **ARTICLE I: NAME & OFFICES**

Incorporated on April 9, 1981, the name of this organization shall be Downtown Norfolk Association Inc. (hereinafter “DNA”). The principal office for the DNA shall be within the boundaries of the DNA, Vehicle Parking District (hereinafter “VPD”), and the Business Improvement District (hereinafter “BID”). The physical boundaries of groups are attached in **Exhibit A**.

### **ARTICLE II: PURPOSE AND OBJECTIVES**

The purpose of the DNA shall be to recruit and promote businesses, economic activity, growth, attractions and events in downtown Norfolk and work with various groups and other downtown boards to establish a vision and comprehensive plan for the greater good of the downtown area and to eliminate duplication by the other groups and boards.

### **ARTICLE III: MEMBERSHIP**

#### **Section 1: Eligibility**

Every business located within the boundaries set forth in **Exhibit A** shall automatically be a member of the DNA. Membership may be exercised by the business owner or by an authorized representative of the business.

#### **Section 2: Voting Rights**

- Membership voting is limited to:
  - Nominations and election of Executive Board officers.
  - Adoption or amendment of by-laws.
  - Other items specifically presented to the membership by the Executive Board for approval.
- Each member business shall have one vote, exercised by either the owner or their designated representative.

#### **Section 3: Membership Authority**

- All other governance, operational, and financial decisions are delegated to the Executive Board.
- The Members shall have an active voice in discussing events, programs, and other initiatives, including providing input on planning, coordination, and execution.
- While formal decision-making authority is delegated to the Executive Board, member input remains crucial to the priorities and direction of the DNA.

#### **Section 4: Meetings**

- Regular Membership Meeting: The DNA membership shall meet on the first Wednesday of each month at 8:30 a.m., unless otherwise scheduled by the President. Notice of all Regular Membership Meetings will be posted on theRiverPoint.com
- Annual Membership Meeting: The Annual Membership Meeting shall occur in October for the purpose of installing new Executive Board members and conducting membership votes as permitted above. Notice is required for the Annual Membership Meeting with a legal notice posted in the Norfolk Daily News a minimum of 10 days prior to the meeting.
- Special Membership Meeting: Special Membership Meetings may be called by the president of the DNA. If the meeting is for election of new Executive Board Member(s), the Special Membership Meeting must be published in the Norfolk Daily News 10 days prior to the meeting.
- All meetings shall be held in compliance with the Nebraska Open Public Meeting Act. Copies of the agenda and minutes will be made available to members, and upon request, to the news media and public.
- Affirmative vote by majority of DNA members that are present at a meeting, or participating in occasional online voting, shall be required, to approve any action. Voting members present shall constitute a quorum, for the purpose of conducting business.
- Sub-committee meetings are for discussion, planning, and workshop purposes only.

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#### **Section 5: Compensation**

- Members and officers shall receive no compensation from DNA for their services.

### **ARTICLE IV: EXECUTIVE BOARD**

#### **Section 1: Composition**

- The Executive Board shall consist of five (5) elected officers: President, Vice President, Secretary, Treasurer, and At-Large Member.
- Ex-officio (non-voting) representatives from the BID and VPD may serve on the Board.
- No officer positions on the Executive Board may be held by members of the BID or VPD boards.
- The immediate Past President may serve as an advisory officer for one year following the conclusion of their term.

#### **Section 2: Terms**

- Officers shall serve two-year terms beginning in October following election.
- Officers may serve consecutive terms if re-elected by the membership.
- Officers may serve a total of (6) 2-year terms

#### **Section 3: Elections**

- Nominations shall open in September, with elections and installation of officers at the October annual membership meeting.

#### **Section 4: Mid-Term Vacancies**

- If an officer does not complete their term, the President shall call a Special Membership Meeting to fill the vacancy.
- Membership shall be notified in advance and given the opportunity to submit nominations for the open position(s).
- Officers elected at the Special Membership Meeting shall serve the remainder of the original term.

#### **Section 5: Meetings**

- The Executive Board shall meet monthly at a date, time, and location announced at the Regular Membership Meeting.
- Executive Board Meetings may include participation via conference telephone or other communications equipment, with participation constituting presence for quorum purposes.

#### **Section 6: Quorum**

- A majority of duly elected and appointed officers shall constitute a quorum for Executive Board Meetings.
- If a quorum is not present, those present may adjourn or continue the meeting until a quorum is established.

#### **Section 7: Attendance**

- Any officer missing three (3) consecutive Executive Board Meetings or five (5) meetings in a calendar year may be removed, unless retained by affirmative vote of the Executive Board.

#### **Section 8: Removal of Officers**

- Any Executive Board Member may be removed at any time by motion, second, and majority vote of the Executive Board.
- Membership-Initiated Removal: The membership may, by a majority vote at a Regular or Special Membership Meeting, recommend removal of an officer. Such recommendation shall be presented to the Executive Board for action at its next meeting.

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### **Section 9: Duties of Officers**

- President: Principal officer; supervises operations; presides at Executive Board and membership meetings; executes contracts and instruments as authorized; ensures compliance with by-laws and funding agreements.
- Vice President: Acts in absence of President; assists with oversight duties; performs other duties as assigned.
- Secretary: Maintains records and minutes of Board and membership meetings; ensures notices are properly given; custodian of corporate records; maintains membership register.
- Treasurer: Monitors financial reports; coordinates with accounting services; ensures accurate financial records; reports quarterly to the Board; may be required to give bond. Treasurer is not authorized to sign BID funds alone.
- At-Large Officer: Represents general membership; assists with projects or committees as assigned.
- Membership Representation: At least one (1) officer shall be present at each membership meeting to provide reports, answer questions, and gather feedback on behalf of the Executive Board.
- The immediate Past President may serve as an advisory officer for one year following the conclusion of their term.
- Board Authority: The Executive Board in conjunction with the BID Steering Committee oversees:
  - Hiring, supervision, and evaluation of the full-time employee.
  - Approval of bills, reimbursements, and other operational decisions.
  - Management and oversight of financials, including monitoring of accounting services and employee compensation.
  - Oversight of committees or subcommittees.

### **Section 10: Financial Oversight and Accounting Services**

- All accounting and bill payment, including employee compensation, shall be handled by an external accounting agency.
- The Executive Board is responsible for monitoring all financials.
- Check Signing Requirements: All checks from BID funds must be signed by:
  - President, Vice President, or Treasurer **AND** a BID representative.
- Other Association funds require signatures by one Executive Board officer as designated by the Executive Board.

### **Section 11: Compensation**

- Officers shall not receive compensation but may be reimbursed for reasonable expenses incurred on behalf of the Association.

## **ARTICLE V: FINANCIALS**

### **Section 1: Dues**

There are currently no dues established for membership in the DNA.

### **Section 2: Primary Funding**

The DNA's operations shall be funded primarily by the BID assessment, pursuant to the Business Improvement District Funding Agreement dated September 15, 2025 (Exhibit B).

### **Section 3: Additional Funding**

Additional funding may be provided by the VPD pursuant to the VPD Funding Agreement dated September 10, 2025, for the management of amenities within the district. (Exhibit C).

### **Section 4: Other Revenue**

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The DNA may also accept grants, sponsorships, or other contributions approved by the Executive Board.

**Section 5: Financial Oversight**

- The Treasurer, in coordination with the Executive Board, shall manage funds, pay expenses, and ensure proper accounting.
- The Board shall approve all significant expenditures in accordance with the funding agreements.

**ARTICLE VI: ADOPTION OF BY-LAWS**

These by-laws may be adopted at any regularly scheduled membership meeting by a simple majority vote, provided the by-laws have been submitted in writing prior to the meeting.

**ARTICLE VII: AMENDMENT OF BY-LAWS**

The By-Laws may be amended at any regularly scheduled membership meeting by majority vote Amendment must be submitted in writing 30 days prior to the membership meeting.

**Certification of Adoption**

These Amended By-Laws of the Downtown Norfolk Association, Inc. were duly adopted by the membership on **[insert date of adoption]**, and replace all previous By-Laws of the Association in their entirety.

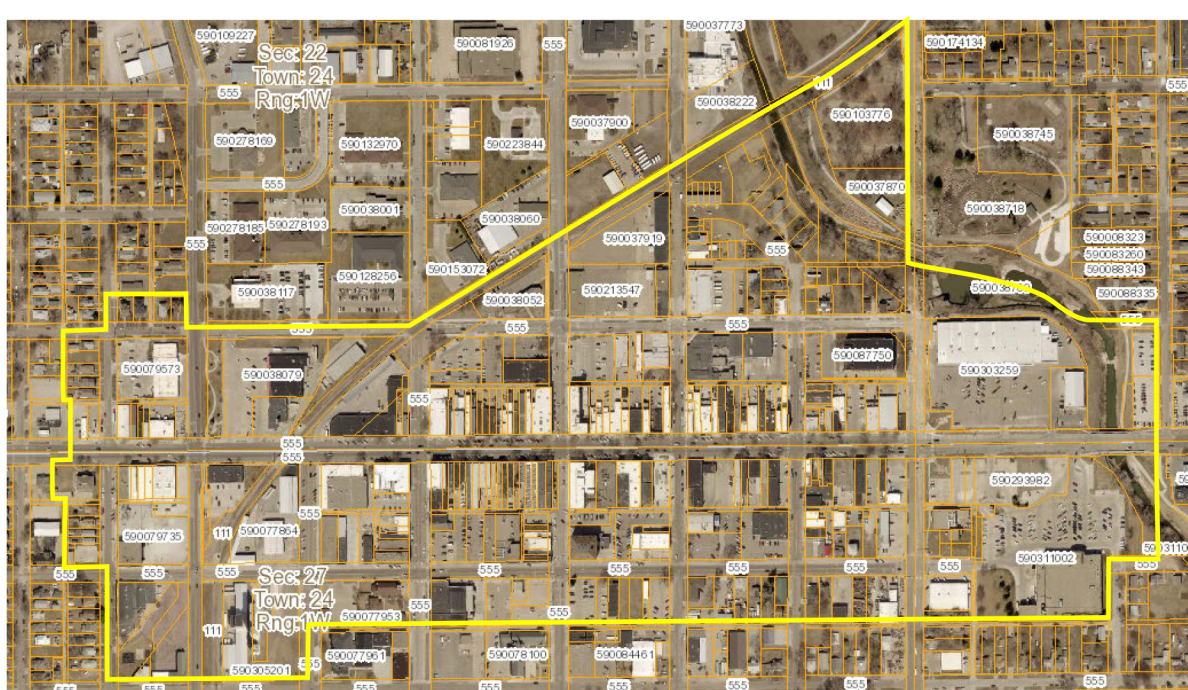
**Certified by:**

Officer: \_\_\_\_\_ Date: \_\_\_\_\_

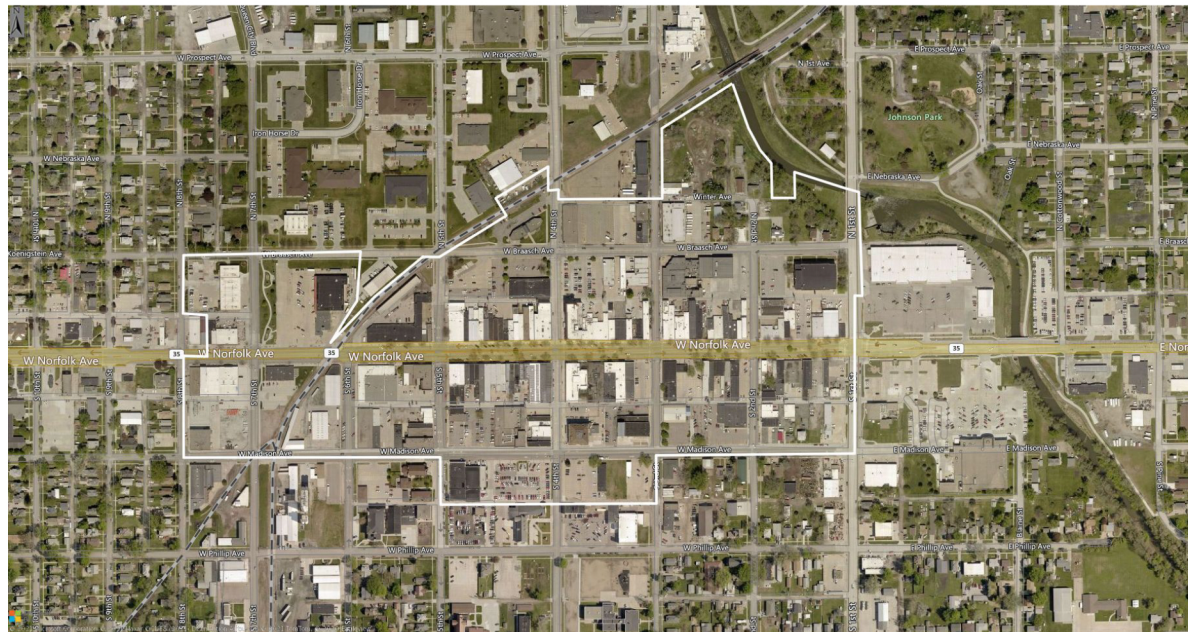
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# EXHIBIT A

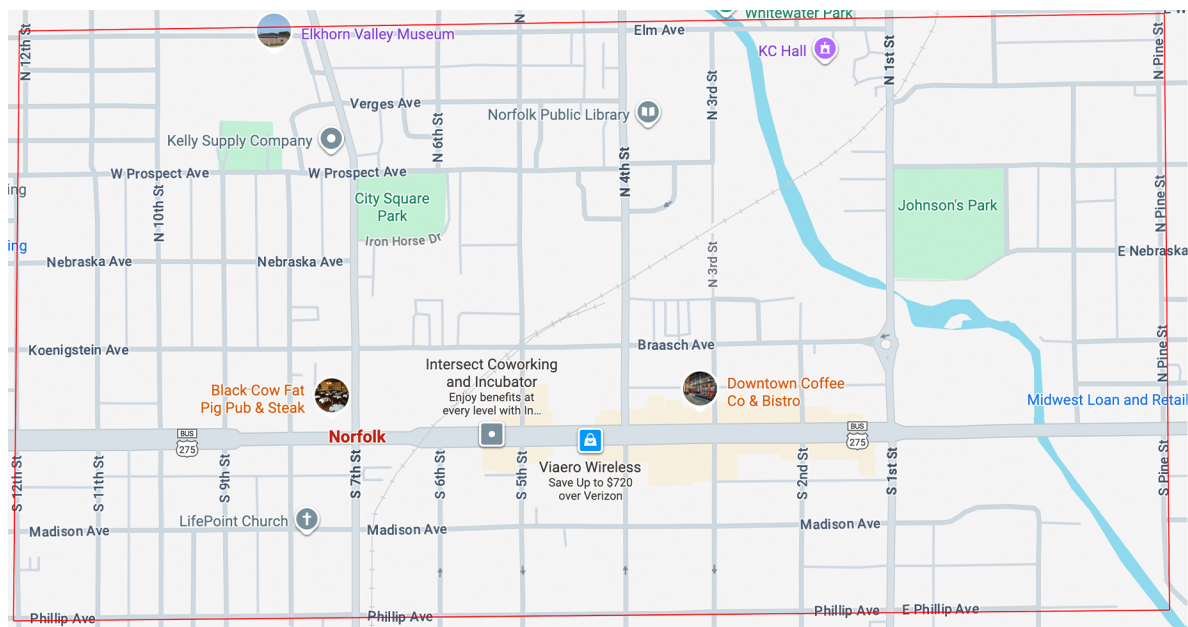
Business  
Improvement  
District  
Boundary  
(BID)



Vehicle  
Parking  
District  
Boundary  
(VPD)



Downtown  
Norfolk  
Association  
Boundary  
(DNA)



## EXHIBIT B

### BUSINESS IMPROVEMENT DISTRICT FUNDING AGREEMENT

By and Between the City of Norfolk  
and the Downtown Norfolk Association

This Funding Agreement is entered into and made this 15<sup>th</sup> day of September, 2025, by and between City of Norfolk, Nebraska, a Municipal Corporation (hereinafter "CITY"), and Downtown Norfolk Association, a Nebraska Nonprofit Corporation, (hereinafter "DNA"); WITNESSETH:

WHEREAS, CITY established a Business Improvement District (BID) under Business Improvement District Act (Nebraska Revised Statutes, Sections 19-4015 to 19-4038) and will begin collecting a special assessment within the boundaries of the BID as allowed under the Act;

WHEREAS, CITY shall collect a yearly special assessment paid by affected property owners within the BID based on the square footage of the property and the location of the property;

WHEREAS, CITY established a Downtown Business Improvement District Board and money collected from special assessments will be used solely by the BID for specific projects selected by and budgeted for by the Downtown Business Improvement District Board and shall include BID advertising and marketing; legal notices; events in the BID; beautification; and the hiring of a downtown manager; and

WHEREAS, DNA is a nonprofit organization that exists to promote and develop economic activity and growth in downtown Norfolk; and

WHEREAS, CITY is desirous of transferring the funds collected from special assessments within the BID to the DNA to be used in the manner specified within this Agreement and subject to oversight of the Downtown Business Improvement District Board;

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

1. MANAGING PARTY. CITY recognizes DNA as the local operating non-profit that will oversee the downtown manager and the funds assessed by the Business Improvement District. DNA shall oversee the efficient delivery of services by the downtown manager and the day-to-day management of the funds. The downtown manager shall be a DNA employee.

The Downtown Business Improvement District Board shall oversee the overall management of all funding from CITY to DNA. They shall meet quarterly to review and approve financial statements and to discuss specific projects to select and budget for in the district. DNA agrees to provide quarterly financial statements to CITY and BID within 15 days after the end of the calendar quarter. Such financial statements shall include an income statement showing revenues and expenses for the quarter along with a balance sheet as of the end of the quarter. A general ledger shall also be provided showing the transactions for the quarter.

2. FUNDING. CITY agrees to place all assessments collected from property owners located within the BID, in a special account. CITY shall retain 2% of all receipts collected for the administration and collection of said assessments, receipts, and/or fines, and the remaining receipts collected shall be forwarded to the DNA on a monthly basis.

3. AUDIT. As a way of ensuring that CITY's funds will be used in compliance with the Business Improvement District Act (Nebraska Revised Statutes, Section 19-4015 to 19-4038), DNA shall provide CITY with a copy of any audit of DNA's financial statements that have been completed. Any such audit shall be provided to CITY within thirty (30) calendar days of completion of the audit. DNA shall also provide any documents related to BID transactions requested by CITY or BID within a reasonable amount of time, not to exceed thirty (30) calendar days after the request is made. CITY may, as its sole discretion, select and employ an auditor of CITY's choosing and at CITY's cost to perform any audit deemed appropriate by CITY, at any time during the term of this Agreement.

4. SEPARATE BANK ACCOUNT. DNA shall provide a separate bank account for BID funds and provide a BID Board member (other than a BID Board member authorized to sign checks drawn on the account) selected by the BID, online read-only access to view activity in the account. Checks drawn on the BID bank account shall require signatures of both a DNA and a BID Board member.

5. GOOD RELATIONS. Both CITY and DNA recognize their obligation as a public body and as a non-profit corporation, respectively, to exist harmoniously for the public good. To the extent it is possible, disputes arising out of this Agreement are to be resolved through discussions and negotiations by the two bodies.

6. HOLD HARMLESS/INDEMNIFICATION. DNA agrees to hold CITY harmless and indemnify CITY from any loss or damage or claim of loss by any third party from damage that results during the activities authorized or undertaken as provided in this Agreement.

Should this Agreement or transfer of money to DNA be declared illegal by any Court or any Federal or State regulatory agency, DNA agrees to hold CITY harmless and return or reimburse CITY for any funds expended by CITY pursuant to this Agreement.

7. TERM. The term of this Agreement shall be from the date of execution hereof until terminated as set forth herein.

8. AMENDMENT. This Agreement may be amended upon mutual written agreement of the parties.

9. TERMINATION. Except as otherwise provided herein, this Agreement may be terminated by either party with 30 days prior written notice by the party requesting termination. This Agreement may also be terminated at any time by mutual written agreement of both parties hereto. Additionally, in the event CITY dissolves the BID as allowed under the Business Improvement District Act, this Agreement will terminate when the BID does.

10. REMAINING FUNDS.

- A. Dissolution of BID. In the event of dissolution of the BID by ordinance, CITY agrees that any remaining unspent BID funds, or assets acquired with such funds, shall be subject to disposition as DNA shall determine so long as said funds are used for activities allowed by state statute.
- B. Termination of Agreement. Upon termination of this Agreement, any remaining unspent BID funds, or assets acquired with such funds, shall be subject to disposition as CITY shall determine in accordance with the Business Improvement District Act.

11. E-VERIFY. DNA is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

12. TITLE VI NON-DISCRIMINATION. Pursuant to the Title VI Non-Discrimination Program of the City of Norfolk, DNA agrees to comply with the provisions set forth in Appendix A to City's Title VI Non-discrimination Program, if applicable. A copy of said provisions are attached hereto as Exhibit "A". Any reference to "contractor" in Exhibit "A" shall mean "DNA" for purposes of this Agreement.

13. OBLIGATIONS SURVIVE TERM OF AGREEMENT. DNA's obligations to provide CITY with an accounting or repay all funding collected, as set forth in paragraph 2 hereof, shall survive the term of this Agreement until all requirements of said paragraph have been met as they relate to assessed funds being paid to DNA under this Agreement.

14. AFFIRMATIVE VOTE BY CITY. The foregoing Agreement was adopted by an affirmative vote of the majority of the elected members of the City Council of the City of Norfolk, Madison County, Nebraska, at a meeting duly held on the \_\_\_\_ day of \_\_\_\_\_, 2025.

AUTHORITY TO SIGN AGREEMENT. The individuals signing this Agreement represent that they are authorized to sign on behalf of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Agreement in duplicate the day and year first above written. This Agreement may be executed in counterparts. Each such counterpart, executed in duplicate, shall be deemed an original hereof and all such executed counterparts shall together be one and the same instrument.

ATTEST:

CITY OF NORFOLK, NEBRASKA,  
A Municipal Corporation

Kylee Soderberg  
Kylee Soderberg, City Clerk

By [Signature]  
Shane Clausen, Mayor

Approved as to Form: [Signature]  
Melissa Figueroa, Interim City Attorney



DOWNTOWN NORFOLK ASSOCIATION,  
A Nebraska Nonprofit Corporation

By [Signature]  
Title: President  
Printed Name: Troy Roberts

By [Signature]  
Title: Vice President  
Printed Name: Madison Robert Bruns

## EXHIBIT "A"

### Title VI Non-Discrimination Program

#### Non-Discrimination Provisions

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to non-discrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.

(4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the (Recipient) or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the (Recipient), or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the (Recipient) shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b.) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as the (Recipient) or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the (Recipient) to enter into such litigation to protect the interests of the (Recipient), and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

September 10, 2025

Randy Gates, Finance Director  
City of Norfolk  
309 N 5th Street  
Norfolk, NE 68701

Dear Mr. Gates,

On behalf of the Vehicle Parking District (VPD), I am writing to confirm that the VPD would like the City of Norfolk to begin providing monthly payments in the amount of \$1,500 for amenity management services within the downtown district. These payments should be made to the Downtown Norfolk Association beginning September 2025 and will continue until further notice, as outlined in the approved budget.

The Downtown Norfolk Association has agreed to assist with these efforts by helping monitor and care for VPD-owned assets. Their volunteer scope of services will include:

- Making periodic walk-throughs to check on the condition of planters, benches, lights, and fixtures.
- Noting issues such as broken items, burned-out bulbs, or upkeep needs.
- Reporting concerns to the City/VPD so repairs can be addressed when necessary.
- Helping with seasonal planter care and general tidiness around downtown.

We appreciate the City's support in ensuring our downtown remains welcoming and well-maintained. Please let me know if additional details or documentation are needed to move this forward.

Sincerely,

  
Connie Geary  
Chairwoman  
Vehicle Parking District