

Community Development Agency following the 6 p.m. City Council Meeting
Monday, April 1, 2024 7:00 PM
Columbus Community Building/Community Room
2500 14 Street
Columbus, NE 68601

The Mayor and City Council reserve the right to go into closed session as per Section 84-1410 of the Nebraska Revised Statutes. A current agenda is on file at City Hall, 2500 14 Street, Columbus, Nebraska. For more information, call 402-562-4224 or visit our website at www.columbusne.us.

{{Name: Agenda Item Name}}

1. Statement of compliance with Open Meetings Act and roll call.

NEBRASKA OPEN MEETINGS ACT

84-1407. Act, how cited.

Sections 84-1407 to 84-1414 shall be known and may be cited as the Open Meetings Act.

Source: Laws 2004, LB 821, § 34.

84-1408. Declaration of intent; meetings open to public.

It is hereby declared to be the policy of this state that the formation of public policy is public business and may not be conducted in secret.

Every meeting of a public body shall be open to the public in order that citizens may exercise their democratic privilege of attending and speaking at meetings of public bodies, except as otherwise provided by the Constitution of Nebraska, federal statutes, and the Open Meetings Act.

Source: Laws 1975, LB 325, § 1; Laws 1996, LB 900, § 1071; Laws 2004, LB 821, § 35.

Annotations

- Nebraska's public meetings laws do not apply to school board deliberations pertaining solely to disputed adjudicative facts. *McQuinn v. Douglas Cty. Sch. Dist. No. 66*, 259 Neb. 720, 612 N.W.2d 198 (2000).
- The primary purpose of the public meetings law is to ensure that public policy is formulated at open meetings. *Marks v. Judicial Nominating Comm.*, 236 Neb. 429, 461 N.W.2d 551 (1990).
- The public meetings law is broadly interpreted and liberally construed to obtain the objective of openness in favor of the public, and provisions permitting closed sessions must be narrowly and strictly construed. *Grein v. Board of Education of Fremont*, 216 Neb. 158, 343 N.W.2d 718 (1984).
- Although a committee was a subcommittee of a natural resources district board, it was not subject to the Open Meetings Act because there was never a quorum of board members in attendance and the committee did not hold hearings, make policy, or take formal action on behalf of the board. *Koch v. Lower Loup NRD*, 27 Neb. App. 301, 931 N.W.2d 160 (2019).
- A county board of equalization is a public body whose meetings shall be open to the public. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).

84-1409. Terms, defined.

For purposes of the Open Meetings Act, unless the context otherwise requires:

(1)(a) Public body means (i) governing bodies of all political subdivisions of the State of Nebraska, (ii) governing bodies of all agencies, created by the Constitution of Nebraska, statute, or otherwise pursuant to law, of the executive department of the State of Nebraska, (iii) all independent boards, commissions, bureaus, committees, councils, subunits, or any other bodies created by the Constitution of Nebraska, statute, or otherwise pursuant to law, (iv) all study or advisory committees of the executive department of the State of Nebraska whether having continuing existence or appointed as special committees with limited existence, (v) advisory committees of the bodies referred to in subdivisions (i), (ii), and (iii) of this subdivision, and (vi) instrumentalities exercising essentially public functions; and

(b) Public body does not include (i) subcommittees of such bodies unless a quorum of the public body attends a subcommittee meeting or unless such subcommittees are holding hearings, making policy, or taking formal action on behalf of their parent body, except that all meetings of any subcommittee established under section 81-15,175 are subject to the Open Meetings Act, (ii) entities conducting judicial proceedings unless a court or other judicial body is exercising rulemaking authority, deliberating, or deciding upon the issuance of administrative orders, and (iii) the Judicial Resources Commission or subcommittees or subgroups of the commission;

(2) Meeting means all regular, special, or called meetings, formal or informal, of any public body for the purposes of briefing, discussion of public business, formation of tentative policy, or the taking of any action of the public body; and

(3) Virtual conferencing means conducting or participating in a meeting electronically or telephonically with interaction among the participants subject to subsection (2) of section 84-1412.

Source: Laws 1975, LB 325, § 2; Laws 1983, LB 43, § 1; Laws 1989, LB 429, § 42; Laws 1989, LB 311, § 14; Laws 1992, LB 1019, § 124; Laws 1993, LB 635, § 1; Laws 1996, LB 1044, § 978; Laws 1997, LB 798, § 37; Laws 2004, LB 821, § 36; Laws 2007, LB296, § 810; Laws 2011, LB366, § 2; Laws 2021, LB83, § 11; Laws 2022, LB922, § 12.

Operative Date: July 21, 2022

Annotations

- A township is a political subdivision, and as such, a township board is subject to the provisions of the public meetings laws. *Steenblock v. Elkhorn Township Bd.*, 245 Neb. 722, 515 N.W.2d 128 (1994).
- A county agricultural society is a public body to which the provisions of the Nebraska public meetings law are applicable. *Nixon v. Madison Co. Ag. Soc'y*, 217 Neb. 37, 348 N.W.2d 119 (1984).
- Failure by a public governing body, as defined under section 84-1409, R.R.S.1943, to take and record a roll call vote on an action, as required by section 84-1413(2), R.S.Supp.,1980, grants any citizen the right to sue for the purpose of

having the action declared void. In this case such failure could not be later corrected by a nunc pro tunc order because there was no showing that a roll call vote on the disputed action was actually taken, and even if it was the record showed it was not recorded until over a year later. Sections 23-1301, R.R.S.1943, and 23-1302, R.R.S.1943, make it the duty of the county clerk to record proceedings of the board of county commissioners. *State ex rel. Schuler v. Dunbar*, 208 Neb. 69, 302 N.W.2d 674 (1981).

- Although a committee was a subcommittee of a natural resources district board, it was not subject to the Open Meetings Act because there was never a quorum of board members in attendance and the committee did not hold hearings, make policy, or take formal action on behalf of the board. *Koch v. Lower Loup NRD*, 27 Neb. App. 301, 931 N.W.2d 160 (2019).
- Although the Open Meetings Act does not define "subcommittee," a subcommittee is generally defined as a group within a committee to which the committee may refer business. *Koch v. Lower Loup NRD*, 27 Neb. App. 301, 931 N.W.2d 160 (2019).
- The Open Meetings Act does not require policymakers to remain ignorant of the issues they must decide until the moment the public is invited to comment on a proposed policy. By excluding nonquorum subgroups from the definition of a public body, the Legislature has balanced the public's need to be heard on matters of public policy with a practical accommodation for a public body's need for information to conduct business. *Koch v. Lower Loup NRD*, 27 Neb. App. 301, 931 N.W.2d 160 (2019).
- As an administrative agency of the county, a county board of equalization is a public body. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- The electors of a township at their annual meeting are a public body under the Open Meetings Act. *State ex rel. Newman v. Columbus Township Bd.*, 15 Neb. App. 656, 735 N.W.2d 399 (2007).
- The meeting at issue in this case was a "meeting" within the parameters of subsection (2) of this section because it involved the discussion of public business, the formation of tentative policy, or the taking of any action of the public power district. *Hansmeyer v. Nebraska Pub. Power Dist.*, 6 Neb. App. 889, 578 N.W.2d 476 (1998).
- Informational sessions in which the governmental body hears reports are briefings. *Johnson v. Nebraska Environmental Control Council*, 2 Neb. App. 263, 509 N.W.2d 21 (1993).

84-1410. Closed session; when; purpose; reasons listed; procedure; right to challenge; prohibited acts; chance meetings, conventions, or workshops.

(1) Any public body may hold a closed session by the affirmative vote of a majority of its voting members if a closed session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting. The subject matter and the reason necessitating the closed session shall be identified in the motion to close. Closed sessions may be held for, but shall not be limited to, such reasons as:

(a) Strategy sessions with respect to collective bargaining, real estate purchases, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body;

(b) Discussion regarding deployment of security personnel or devices;

(c) Investigative proceedings regarding allegations of criminal misconduct;

(d) Evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting;

(e) For the Community Trust created under section 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster; or

(f) For public hospitals, governing board peer review activities, professional review activities, review and discussion of medical staff investigations or disciplinary actions, and any strategy session concerning transactional negotiations with any referral source that is required by federal law to be conducted at arms length.

Nothing in this section shall permit a closed meeting for discussion of the appointment or election of a new member to any public body.

(2) The vote to hold a closed session shall be taken in open session. The entire motion, the vote of each member on the question of holding a closed session, and the time when the closed session commenced and concluded shall be recorded in the minutes. If the motion to close passes, then the presiding officer immediately prior to the closed session shall restate on the record the limitation of the subject matter of the closed session. The public body holding such a closed session shall restrict its consideration of matters during the closed portions to only those purposes set forth in the motion to close as the reason for the closed session. The meeting shall be reconvened in open session before any formal action may be taken. For purposes of this section, formal action shall mean a collective decision or a collective commitment or promise to make a decision on any question, motion, proposal, resolution, order, or ordinance or formation of a position or policy but shall not include negotiating guidance given by members of the public body to legal counsel or other negotiators in closed sessions authorized under subdivision (1)(a) of this section.

(3) Any member of any public body shall have the right to challenge the continuation of a closed session if the member determines that the session has exceeded the reason stated in the original motion to hold a closed session or if the member contends that the closed session is neither clearly necessary for (a) the protection of the public interest or (b) the prevention of needless injury to the reputation of an individual. Such challenge shall be overruled only by a majority vote of the members of the public body. Such challenge and its disposition shall be recorded in the minutes.

(4) Nothing in this section shall be construed to require that any meeting be closed to the public. No person or public body shall fail to invite a portion of its members to a meeting, and no public body shall designate itself a subcommittee of the whole body for the purpose of circumventing the Open Meetings Act. No closed session, informal meeting, chance meeting, social gathering, email, fax, or other electronic communication shall be used for the purpose of circumventing the requirements of the act.

(5) The act does not apply to chance meetings or to attendance at or travel to conventions or workshops of members of a public body at which there is no meeting of the body then intentionally convened, if there is no vote or other action taken regarding any matter over which the public body has supervision, control, jurisdiction, or advisory power.

Source: Laws 1975, LB 325, § 3; Laws 1983, LB 43, § 2; Laws 1985, LB 117, § 1; Laws 1992, LB 1019, § 125; Laws 1994, LB 621, § 1; Laws 1996, LB 900, § 1072; Laws 2004, LB 821, § 37; Laws 2004, LB 1179, § 1; Laws 2006, LB 898, § 1; Laws 2011, LB390, § 29; Laws 2012, LB995, § 17.

Annotations

- There is no absolute discovery privilege for communications that occur during a closed session. *State ex rel. Upper Republican NRD v. District Judges*, 273 Neb. 148, 728 N.W.2d 275 (2007).
- If a person present at a meeting observes a public meetings law violation in the form of an improper closed session and fails to object, that person waives his or her right to object at a later date. *Wasikowski v. Nebraska Quality Jobs Bd.*, 264 Neb. 403, 648 N.W.2d 756 (2002).
- The public interest mentioned in this section is that shared by citizens in general and by the community at large concerning pecuniary or legal rights and liabilities. *Grein v. Board of Education*, 216 Neb. 158, 343 N.W.2d 718 (1984).
- Hearing in closed executive session was contrary to this section since there was no showing of necessity or reason under subdivision (1)(a), (b), or (c), but did not result in reversal of board decision. *Simonds v. Board of Examiners*, 213 Neb. 259, 329 N.W.2d 92 (1983).
- Negotiations for the purchase of land need not be conducted at an open meeting but the deliberations of a city council as to whether an offer to purchase real estate

should be made should take place in an open meeting. *Pokorny v. City of Schuyler*, 202 Neb. 334, 275 N.W.2d 281 (1979).

- Public meeting law was not violated where the Board of Regents of the University of Nebraska voted to hold a closed session to consider the university president's resignation, and also discussed the appointment of an interim president during such session. *Meyer v. Board of Regents*, 1 Neb. App. 893, 510 N.W.2d 450 (1993).

84-1411. Meetings of public body; notice; method; contents; when available; right to modify; duties concerning notice; virtual conferencing authorized; requirements; emergency meeting without notice; appearance before public body.

(1)(a) Each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in this subsection. Such notice shall be transmitted to all members of the public body and to the public.

(b)(i) Except as provided in subdivision (1)(b)(ii) of this section, in the case of a public body described in subdivision (1)(a)(i) of section 84-1409 or such body's advisory committee, such notice shall be published in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's website.

(ii) In the case of the governing body of a city of the second class or village or such body's advisory committee, such notice shall be published by:

(A) Publication in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's website; or

(B) Posting written notice in three conspicuous public places in such city or village. Such notice shall be posted in the same three places for each meeting.

(iii) In the case of a public body not described in subdivision (1)(b)(i) or (ii) of this section, such notice shall be given by a method designated by the public body.

(c) In addition to a method of notice required by subdivision (1)(b)(i) or (ii) of this section, such notice may also be provided by any other appropriate method designated by such public body or such advisory committee.

(d) Each public body shall record the methods and dates of such notice in its minutes.

(e) Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (i) twenty-four hours before the scheduled commencement of the meeting or

(ii) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2)(a) The following entities may hold a meeting by means of virtual conferencing if the requirements of subdivision (2)(b) of this section are met:

(i) A state agency, state board, state commission, state council, or state committee, or an advisory committee of any such state entity;

(ii) An organization, including the governing body, created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act;

(iii) The governing body of a public power district having a chartered territory of more than one county in this state;

(iv) The governing body of a public power and irrigation district having a chartered territory of more than one county in this state;

(v) An educational service unit;

(vi) The Educational Service Unit Coordinating Council;

(vii) An organization, including the governing body, of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act;

(viii) A community college board of governors;

(ix) The Nebraska Brand Committee;

(x) A local public health department;

(xi) A metropolitan utilities district;

(xii) A regional metropolitan transit authority; and

(xiii) A natural resources district.

(b) The requirements for holding a meeting by means of virtual conferencing are as follows:

(i) Reasonable advance publicized notice is given as provided in subsection (1) of this section, including providing access to a dial-in number or link to the virtual conference;

(ii) In addition to the public's right to participate by virtual conferencing, reasonable arrangements are made to accommodate the public's right to attend at a physical site and participate as provided in section 84-1412, including reasonable seating, in at least one designated site in a building open to the public and identified in the notice, with: At least one member of the entity holding such meeting, or his or her designee, present at each site; a

recording of the hearing by audio or visual recording devices; and a reasonable opportunity for input, such as public comment or questions, is provided to at least the same extent as would be provided if virtual conferencing was not used;

(iii) At least one copy of all documents being considered at the meeting is available at any physical site open to the public where individuals may attend the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act; and

(iv) Except as otherwise provided in this subdivision or subsection (4) of section 79-2204, no more than one-half of the meetings of the state entities, advisory committees, boards, councils, organizations, or governing bodies are held by virtual conferencing in a calendar year. In the case of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act, the organization may hold more than one-half of its meetings by virtual conferencing if such organization holds at least one meeting each calendar year that is not by virtual conferencing. The governing body of a risk management pool that meets at least quarterly and the advisory committees of the governing body may each hold more than one-half of its meetings by virtual conferencing if the governing body's quarterly meetings are not held by virtual conferencing.

(3) Virtual conferencing, emails, faxes, or other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(4) The secretary or other designee of each public body shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification to them of the time and place of each meeting and the subjects to be discussed at that meeting.

(5) When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes and any formal action taken in such meeting shall pertain only to the emergency. Such emergency meetings may be held by virtual conferencing. The provisions of subsection (4) of this section shall be complied with in conducting emergency meetings. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public by no later than the end of the next regular business day.

(6) A public body may allow a member of the public or any other witness to appear before the public body by means of virtual conferencing.

(7)(a) Notwithstanding subsections (2) and (5) of this section, if an emergency is declared by the Governor pursuant to the Emergency Management Act as defined in section 81-829.39, a public body the territorial jurisdiction of which is included in the emergency declaration, in whole or in part, may hold a meeting by virtual conferencing during such emergency if the

public body gives reasonable advance publicized notice as described in subsection (1) of this section. The notice shall include information regarding access for the public and news media. In addition to any formal action taken pertaining to the emergency, the public body may hold such meeting for the purpose of briefing, discussion of public business, formation of tentative policy, or the taking of any action by the public body.

(b) The public body shall provide access by providing a dial-in number or a link to the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act. Reasonable arrangements shall be made to accommodate the public's right to hear and speak at the meeting and record the meeting. Subsection (4) of this section shall be complied with in conducting such meetings.

(c) The nature of the emergency shall be stated in the minutes. Complete minutes of such meeting specifying the nature of the emergency and any formal action taken at the meeting shall be made available for inspection as provided in subsection (5) of section 84-1413.

(8) In addition to any other statutory authorization for virtual conferencing, any public body not listed in subdivision (2)(a) of this section may hold a meeting by virtual conferencing if:

(a) The purpose of the virtual meeting is to discuss items that are scheduled to be discussed or acted upon at a subsequent non-virtual open meeting of the public body;

(b) No action is taken by the public body at the virtual meeting; and

(c) The public body complies with subdivisions (2)(b)(i) and (2)(b)(ii) of this section.

Source: Laws 1975, LB 325, § 4; Laws 1983, LB 43, § 3; Laws 1987, LB 663, § 25; Laws 1993, LB 635, § 2; Laws 1996, LB 469, § 6; Laws 1996, LB 1161, § 1; Laws 1999, LB 47, § 2; Laws 1999, LB 87, § 100; Laws 1999, LB 461, § 1; Laws 2000, LB 968, § 85; Laws 2004, LB 821, § 38; Laws 2004, LB 1179, § 2; Laws 2006, LB 898, § 2; Laws 2007, LB199, § 9; Laws 2009, LB361, § 2; Laws 2012, LB735, § 1; Laws 2013, LB510, § 1; Laws 2017, LB318, § 1; Laws 2019, LB212, § 5; Laws 2020, LB148, § 3; Laws 2021, LB83, § 12; Laws 2022, LB742, § 1; Laws 2022, LB908, § 1; Laws 2022, LB922, § 13.

Note: The Revisor of Statutes has pursuant to section 49-769 correlated LB742, section 1, with LB908, section 1, and LB922, section 13, to reflect all amendments.

Note: Changes made by LB742 and LB908 became effective July 21, 2022. Changes made by LB922 became operative July 21, 2022.

Cross References

- **Intergovernmental Risk Management Act**, see section 44-4301.
- **Interlocal Cooperation Act**, see section 13-801.
- **Joint Public Agency Act**, see section 13-2501.

- **Municipal Cooperative Financing Act**, see section 18-2401.

Annotations

- Under subsection (1) of this section, the Legislature has imposed only two conditions on the public body's notification method of a public meeting: (1) It must give reasonable advance publicized notice of the time and place of each meeting and (2) it must be recorded in the public body's minutes. *City of Elkhorn v. City of Omaha*, 272 Neb. 867, 725 N.W.2d 792 (2007).
- An emergency is "(a)ny event or occasional combination of circumstances which calls for immediate action or remedy; pressing necessity; exigency; a sudden or unexpected happening; an unforeseen occurrence or condition." *Steenblock v. Elkhorn Township Bd.*, 245 Neb. 722, 515 N.W.2d 128 (1994).
- An agenda which gives reasonable notice of the matters to be considered at a meeting of a city council complies with the requirements of this section. *Pokorny v. City of Schuyler*, 202 Neb. 334, 275 N.W.2d 281 (1979).
- When notice is required, a notice of a special meeting of a city council posted in three public places at 10:00 p.m. on the day preceding the meeting is not reasonable advance publicized notice of a meeting as is required by this section. *Pokorny v. City of Schuyler*, 202 Neb. 334, 275 N.W.2d 281 (1979).
- Teacher waived right to object to lack of public notice in board of education employment hearing by voluntary participation in the hearing without objection. *Alexander v. School Dist. No. 17*, 197 Neb. 251, 248 N.W.2d 335 (1976).
- A county board of commissioners and a county board of equalization are not required to give separate notices when the notice states only the time and place that the boards meet and directs a citizen to where the agendas for each board can be found. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- A county board of equalization is a public body which is required to give advanced publicized notice of its meetings. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- Notice of recessed and reconvened meetings must be given in the same fashion as the original meeting. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- True notice of a meeting is not given by burying such in the minutes of a prior board proceeding. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- An agenda notice which merely stated "work order reports" was an inadequate notice under this section because it did not give interested persons knowledge that plans for a 345 kv transmission line through the district was going to be discussed and voted upon at the meeting. Inadequate agenda notice under this section meant there was a substantial violation of the public meeting laws; however, later actions by the board of directors cured the defects in notice, and such actions were in substantial compliance with the statute. *Hansmeyer v. Nebraska Pub. Power Dist.*, 6 Neb. App. 889, 578 N.W.2d 476 (1998).

84-1412. Meetings of public body; rights of public; public body; powers and duties.

(1) Subject to the Open Meetings Act, the public has the right to attend and the right to speak at meetings of public bodies, and all or any part of a meeting of a public body, except for closed sessions called pursuant to section 84-1410, may be videotaped, televised, photographed, broadcast, or recorded by any person in attendance by means of a tape recorder, a camera, video equipment, or any other means of pictorial or sonic reproduction or in writing.

(2) It shall not be a violation of subsection (1) of this section for any public body to make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, televising, photographing, broadcasting, or recording its meetings, including meetings held by virtual conferencing. A body may not be required to allow citizens to speak at each meeting, but it may not forbid public participation at all meetings.

(3) No public body shall require members of the public to identify themselves as a condition for admission to the meeting nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. The body shall require any member of the public desiring to address the body to identify himself or herself, including an address and the name of any organization represented by such person unless the address requirement is waived to protect the security of the individual.

(4) No public body shall, for the purpose of circumventing the Open Meetings Act, hold a meeting in a place known by the body to be too small to accommodate the anticipated audience.

(5) No public body shall be deemed in violation of this section if it holds its meeting in its traditional meeting place which is located in this state.

(6) No public body shall be deemed in violation of this section if it holds a meeting outside of this state if, but only if:

(a) A member entity of the public body is located outside of this state and the meeting is in that member's jurisdiction;

(b) All out-of-state locations identified in the notice are located within public buildings used by members of the entity or at a place which will accommodate the anticipated audience;

(c) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including making virtual conferencing available at an in-state location to members, the public, or the press, if requested twenty-four hours in advance;

(d) No more than twenty-five percent of the public body's meetings in a calendar year are held out-of-state;

(e) Out-of-state meetings are not used to circumvent any of the public government purposes established in the Open Meetings Act; and

(f) The public body publishes notice of the out-of-state meeting at least twenty-one days before the date of the meeting in a legal newspaper of statewide circulation.

(7) Each public body shall, upon request, make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at a meeting.

(8) Public bodies shall make available at the meeting or the instate location for virtual conferencing as required by subdivision (6)(c) of this section, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed at an open meeting, either in paper or electronic form. Public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. At the beginning of the meeting, the public shall be informed about the location of the posted information.

Source: Laws 1975, LB 325, § 5; Laws 1983, LB 43, § 4; Laws 1985, LB 117, § 2; Laws 1987, LB 324, § 5; Laws 1996, LB 900, § 1073; Laws 2001, LB 250, § 2; Laws 2004, LB 821, § 39; Laws 2006, LB 898, § 3; Laws 2008, LB962, § 1; Laws 2021, LB83, § 13.

Annotations

- To preserve an objection that a public body failed to make documents available at a public meeting as required by subsection (8) of this section, a person who attends a public meeting must not only object to the violation, but must make that objection to the public body or to a member of the public body. *Stoetzel & Sons v. City of Hastings*, 265 Neb. 637, 658 N.W.2d 636 (2003).

84-1413. Meetings; minutes; roll call vote; secret ballot; when; agenda and minutes; required on website; when.

(1) Each public body shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed.

(2) Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the public body in open session, and the record shall state how each member voted or if the member was absent or not voting. The requirements of a roll call or viva voce vote shall be satisfied by a public body which utilizes an electronic voting device which allows the yeas and nays of each member of such public body to be readily seen by the public.

(3) The vote to elect leadership within a public body may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.

(4) The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public records and open to public inspection during normal business hours.

(5) Minutes shall be written or kept as an electronic record and shall be available for inspection within ten working days or prior to the next convened meeting, whichever occurs

earlier, except that cities of the second class and villages may have an additional ten working days if the employee responsible for writing or keeping the minutes is absent due to a serious illness or emergency.

(6) Beginning July 31, 2022, the governing body of a natural resources district, the city council of a city of the metropolitan class, the city council of a city of the primary class, the city council of a city of the first class, the county board of a county with a population greater than twenty-five thousand inhabitants, and the school board of a school district shall make available on such entity's public website the agenda and minutes of any meeting of the governing body. The agenda shall be placed on the website at least twenty-four hours before the meeting of the governing body. Minutes shall be placed on the website at such time as the minutes are available for inspection as provided in subsection (5) of this section. This information shall be available on the public website for at least six months.

Source: Laws 1975, LB 325, § 6; Laws 1978, LB 609, § 3; Laws 1979, LB 86, § 9; Laws 1987, LB 663, § 26; Laws 2005, LB 501, § 1; Laws 2009, LB361, § 3; Laws 2015, LB365, § 2; Laws 2016, LB876, § 1; Laws 2021, LB83, § 14; Laws 2022, LB742, § 2.

Effective Date: July 21, 2022

Annotations

- If a person present at a meeting observes and fails to object to an alleged public meetings laws violation in the form of a failure to conduct rollcall votes before taking actions on questions or motions pending, that person waives his or her right to object at a later date. *Hauser v. Nebraska Police Stds. Adv. Council*, 264 Neb. 944, 653 N.W.2d 240 (2002).
- Subsection (2) of this section does not require the record to state that the vote was by roll call, but requires only that the record show if and how each member voted. Neither does the statute set a time limit for recording the results of a vote, after which no corrections of the record can be made. If no intervening rights of third persons have arisen, a board of county commissioners has power to correct the record of the proceedings had at a previous meeting so as to make them speak the truth, particularly where the correction supplies some omitted fact or action and is done not to contradict or change the original record but to have the record show that a certain action was taken or thing done, which the original record fails to show. *State ex rel. Schuler v. Dunbar*, 214 Neb. 85, 333 N.W.2d 652 (1983).
- Failure by a public governing body, as defined under section 84-1409, R.R.S.1943, to take and record a roll call vote on an action, as required by section 84-1413(2), R.S.Supp.,1980, grants any citizen the right to sue for the purpose of having the action declared void. In this case such failure could not be later corrected by a nunc pro tunc order because there was no showing that a roll call vote on the disputed action was actually taken, and even if it was the record showed it was not recorded until over a year later. Sections 23-1301, R.R.S.1943,

and 23-1302, R.R.S.1943, make it the duty of the county clerk to record proceedings of the board of county commissioners. *State ex rel. Schuler v. Dunbar*, 208 Neb. 69, 302 N.W.2d 674 (1981).

- There is no requirement that a public body make a record of where notice was published or posted. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).

84-1414. Unlawful action by public body; declared void or voidable by district court; when; duty to enforce open meeting laws; citizen's suit; procedure; violations; penalties.

(1) Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in violation of the Open Meetings Act shall be declared void by the district court if the suit is commenced within one hundred twenty days of the meeting of the public body at which the alleged violation occurred. Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in substantial violation of the Open Meetings Act shall be voidable by the district court if the suit is commenced more than one hundred twenty days after but within one year of the meeting of the public body in which the alleged violation occurred. A suit to void any final action shall be commenced within one year of the action.

(2) The Attorney General and the county attorney of the county in which the public body ordinarily meets shall enforce the Open Meetings Act.

(3) Any citizen of this state may commence a suit in the district court of the county in which the public body ordinarily meets or in which the plaintiff resides for the purpose of requiring compliance with or preventing violations of the Open Meetings Act, for the purpose of declaring an action of a public body void, or for the purpose of determining the applicability of the act to discussions or decisions of the public body. It shall not be a defense that the citizen attended the meeting and failed to object at such time. The court may order payment of reasonable attorney's fees and court costs to a successful plaintiff in a suit brought under this section.

(4) Any member of a public body who knowingly violates or conspires to violate or who attends or remains at a meeting knowing that the public body is in violation of any provision of the Open Meetings Act shall be guilty of a Class IV misdemeanor for a first offense and a Class III misdemeanor for a second or subsequent offense.

Source: Laws 1975, LB 325, § 9; Laws 1977, LB 39, § 318; Laws 1983, LB 43, § 5; Laws 1992, LB 1019, § 126; Laws 1994, LB 621, § 2; Laws 1996, LB 900, § 1074; Laws 2004, LB 821, § 40; Laws 2006, LB 898, § 4.

Annotations

- The Legislature has granted standing to a broad scope of its citizens for the very limited purpose of challenging meetings allegedly in violation of the Open Meetings Act, so that they may help police the public policy embodied by the act. *Schauer v. Grooms*, 280 Neb. 426, 786 N.W.2d 909 (2010).

- Any citizen of the state may commence an action to declare a public body's action void. *City of Elkhorn v. City of Omaha*, 272 Neb. 867, 725 N.W.2d 792 (2007).
- The reading of ordinances constitutes a formal action under subsection (1) of this section. *City of Elkhorn v. City of Omaha*, 272 Neb. 867, 725 N.W.2d 792 (2007).
- If a person present at a meeting observes a public meetings law violation in the form of an improper closed session and fails to object, that person waives his or her right to object at a later date. *Wasikowski v. Nebraska Quality Jobs Bd.*, 264 Neb. 403, 648 N.W.2d 756 (2002).
- Under the Public Meetings Act, a county lacks capacity to maintain an action to declare its official conduct "void" for noncompliance with the act. *County of York v. Johnson*, 230 Neb. 403, 432 N.W.2d 215 (1988).
- When a petitioner under this section is successful in the district court, that court may allow attorney fees. *Tracy Corp. II v. Nebraska Pub. Serv. Comm.*, 218 Neb. 900, 360 N.W.2d 485 (1984).
- Informal discussions between the Tax Commissioner and the State Board of Equalization in which instructions were clarified, with such clarification leading to the amendment of hearing notices, did not constitute a public meeting subject to the provisions of this section. *Box Butte County v. State Board of Equalization and Assessment*, 206 Neb. 696, 295 N.W.2d 670 (1980).
- The right to collaterally attack an order made in contravention of the Public Meeting Act must occur within a period of one year as is specifically provided by this section. *Witt v. School District No. 70*, 202 Neb. 63, 273 N.W.2d 669 (1979).
- Statutory change, requiring "publicized notice" for board of education employment hearings, occurring between dates meeting scheduled and conducted, held not to void proceedings. *Alexander v. School Dist. No. 17*, 197 Neb. 251, 248 N.W.2d 335 (1976).
- Voiding an entire meeting is a proper remedy for violations of the Open Meetings Act. Once a meeting has been declared void pursuant to Nebraska's public meetings law, board members are prohibited from considering any information obtained at the illegal meeting. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- Actions by the board of directors were merely voidable under this section, and not void. Pursuant to subsection (3) of this section, the plaintiffs were awarded partial attorney fees because they were successful in having the court declare that the board of directors was in substantial violation of the statute, even though the plaintiffs did not get the relief requested of having the board's actions declared void. *Hansmeyer v. Nebraska Pub. Power Dist.*, 6 Neb. App. 889, 578 N.W.2d 476 (1998).

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Source: http://nebraskalegislature.gov/laws/display_html.php?begin_section=84-1407&end_section=84-1414

Date: July 2022

- 2. Resolution No. R24-38 approving redevelopment project submitted by Cherry Creek Plaza LLC in conjunction with the 23rd Street Corridor Area Redevelopment Plan, awarding a revocable grant in the amount of \$15,000 for the project, and entering into a contract for the same.**

RESOLUTION NO. R24-38

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AS GOVERNING BODY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN ADMINISTRATIVE PLAN AMENDMENT AND REDEVELOPMENT CONTRACT FOR A REDEVELOPMENT PROJECT UNDERTAKEN BY CHERRY CREEK PLAZA, LLC, IN ACCORDANCE WITH THE "AMENDMENT TO REDEVELOPMENT PLAN FOR THE 23RD STREET CORRIDOR REDEVELOPMENT AREA".

WHEREAS, the mayor and council of the City of Columbus, Nebraska (the "City"), previously approved a redevelopment plan entitled, "Amendment to Redevelopment Plan for the 23rd Street Corridor Redevelopment Area" (the "Plan"); and

WHEREAS, in accordance with the Plan, the mayor and council of the City, as the governing body of the Community Development Agency of the City (the "Agency"), passed Resolution No. R22-86 (the "Resolution"), which adopted certain "Tax Increment Financing (TIF) Guidelines" (as defined in the Resolution) for the "23rd Street Grant Program" (as defined in the Resolution), all in accordance with the Plan; and

WHEREAS, the Agency has received for its consideration an application from Cherry Creek Plaza, LLC ("Redeveloper"), for a "Revocable Grant" (as defined in the Resolution) to aid in the construction of a redevelopment project undertaken in accordance with the 23rd Street Grant Program (the "Project"), a copy of which is attached hereto and incorporated herein as Exhibit A (the "Application"); and

WHEREAS, after review and consideration of the Redeveloper's Application, the Agency has determined the Project meets the criteria of the 23rd Street Grant Program, in accordance with the Plan and TIF Guidelines, and wishes to approve the same and award a Revocable Grant to aid in its construction; and

WHEREAS, in accordance with the foregoing, the Agency has for its consideration, attached hereto and incorporated herein as Exhibit B, a proposed form of administrative amendment and redevelopment contract by and between Redeveloper and the Agency, which administratively amends the Plan to incorporate the Project and sets forth the contractual rights and obligations of the Agency and Redeveloper in relation thereto, and with respect to the Revocable Grant (the "Redevelopment Contract").

NOW, THEREFORE, BE IT RESOLVED, BY THE MAYOR AND COUNCIL OF THE CITY, AS THE GOVERNING BODY OF THE AGENCY:

Section 1. Based upon the Agency's review of the Application for the Project, and the substantial evidence in the record of this proceeding, the Project meets the criteria of the 23rd Street Grant Program, pursuant to the Plan and TIF Guidelines, and is hereby adopted and approved in accordance therewith.

Section 2. The Agency further approves an award of a Revocable Grant for the Project, in the amount of \$15,000, which shall be administered in accordance with the terms of the Redevelopment Contract and Resolution.

Section 3. The Redevelopment Contract by and between Redeveloper and the Agency, in the form presented, is hereby acknowledged and approved. The mayor and city clerk are hereby authorized to execute said Redevelopment Contract in substantially the form presented but with such changes as they shall deem appropriate or necessary. The execution and delivery by the council president of the Redevelopment Contract, or any such documents, instruments, agreements, or certifications relating to such matters contained in the Redevelopment Contract, shall conclusively establish their authority with respect thereto and the authorization and approval thereof.

Section 4. The Redevelopment Contract shall administratively amend the Plan to the extent provided therein.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



SPECIAL CITY ATTORNEY

EXHIBIT A
Project Application

(See attached)

EXHIBIT A

Application for the City of Columbus Area 6 Neighborhood Beautification Grant Program

This Application is established pursuant to those certain Guidelines for the Area 6 Neighborhood Beautification Grant Program, adopted by the Community Development Agency of the City of Columbus, Nebraska (the "CDA"). Any capitalized terms that are not otherwise defined herein shall have the meanings set forth in the Guidelines. All parts of this Application must be completed prior to submission to the CDA. Incomplete Applications will not be considered by the CDA. The Owner should attach additional pages where requested and/or when necessary. The Owner or a designated representative must be present at the meeting of the CDA in which this Application is considered to answer questions related to the proposed Project. The CDA will provide prior notice of the date and time of such meeting.

Owner: CHERRY CREEK PLAZA, L.L.C. 402-910-6650

Project Site Address: 118 23rd STREET COLUMBUS, NE 68601

Project Description (please describe below and attach a visual representation of your Project): _____

DEMO AND REPAIR APPROXIMATELY 500 SF OF
DAMAGED EIFS (STUCCO), PATCH/REPAIR EXISTING EIFS,
PAINT ALL EIFS.

Total Estimated Cost of Project: \$ 61,290.00

Grant Amount Requested: \$ 15,000.00

Breakdown of Eligible Costs (Cost estimates must come from a professional third-party bid. If undertaking the work on their own, Owner must show that the cost sought to be reimbursed are in the same range as a bid from a third party):

Item: <u>EIFS REPAIR/REPAINT</u>	Cost: \$ <u>61,290.00</u>
Item: _____	Cost: \$ _____
Item: _____	Cost: \$ _____
Item: _____	Cost: \$ _____
Item: _____	Cost: \$ _____

Estimated Start and Completion Date: SUMMER-FALL 2024

Attachments: You must attach the following items to this Application:

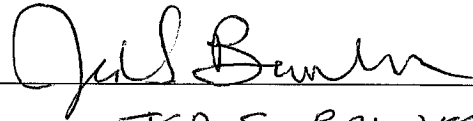
1. A site plan or visual representation of the Project.
2. All necessary building permits for the Project.
3. Proof of insurance for the Project Site.
4. Third party bid(s) for cost estimates.

I certify that the facts and estimates set forth in this Application are true and accurate to the best of my knowledge. I understand that false statements on this application shall be considered sufficient cause for ineligibility.

I understand that the CDA may request additional information it deems relevant and that submitting this Application does not guarantee receipt of a Grant. All Grants are conditional upon (1) approval by the CDA; (2) the execution of a Redevelopment Contract between Owner and the CDA; and (3) Owner's completion of the Project in conformance with the Redevelopment Contract.

I agree to maintain all Project related receipts, beginning at submission of this Application, until December 31, 2039, for audit purposes.

By: _____



Print Name: TED S. BRUNKEN

Date: 1/31/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

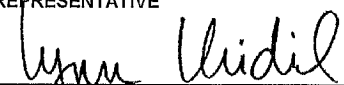
PRODUCER UNICO GROUP INC 1128 LINCOLN MALL STE 200 LINCOLN NE 68508	CONTACT NAME: LYNN URIDIL PHONE (A/C, No, Ext): (888) 793-1481 E-MAIL ADDRESS: SERVICECENTER@UNITEDFIREGROUP.COM PRODUCER CUSTOMER ID: 00017163	FAX (A/C, No): (800) 974-0297
	INSURER(S) AFFORDING COVERAGE INSURER A: United Fire & Casualty Comp 13021 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED CHERRY CREEK PLAZA LLC 817 COMANCHE ST COLUMBUS NE 68601-0218		

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
LOCATION OF PREMISES/DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required) 118 23RD ST COLUMBUS, NE 68601-2780		

THIS IS TO CERTIFY THAT THE POLICES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/> PROPERTY CAUSES OF LOSS DEDUCTIBLES BASIC BUILDING 2,500 BROAD CONTENTS <input checked="" type="checkbox"/> SPECIAL EARTHQUAKE <input checked="" type="checkbox"/> WIND FLOOD	88304968	10/15/2023	10/15/2024	<input checked="" type="checkbox"/> BUILDING \$ 1,635,400 <input type="checkbox"/> PERSONAL PROPERTY \$ <input checked="" type="checkbox"/> BUSINESS INCOME \$ *** <input checked="" type="checkbox"/> EXTRA EXPENSE \$ *** <input checked="" type="checkbox"/> RENTAL VALUE \$ *** <input type="checkbox"/> BLANKET BUILDING \$ <input type="checkbox"/> BLANKET PERS PROP \$ <input type="checkbox"/> BLANKET BLDG & PP \$ <input checked="" type="checkbox"/> *** \$ ***	
	INLAND MARINE CAUSES OF LOSS NAMED PERILS	TYPE OF POLICY POLICY NUMBER				\$
	CRIME TYPE OF POLICY					\$
A	<input checked="" type="checkbox"/> BOILER & MACHINERY/ <input checked="" type="checkbox"/> EQUIPMENT BREAKDOWN	88304968	10/15/2023	10/15/2024	<input checked="" type="checkbox"/> FOLLOWS <input checked="" type="checkbox"/> PROPERTY	\$ FOLLOWS \$ PROPERTY

SPECIAL CONDITIONS/OTHER COVERAGES (Attach Acord 101, Additional Remarks Schedule, if more space is required)
 Please see the Description of Special Conditions/Other Coverages on the ACORD 101 ADDITIONAL REMARKS SCHEDULE.

CERTIFICATE HOLDER CHERRY CREEK PLAZA LLC 817 COMANCHE ST COLUMBUS NE 68601-0218	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY UNICO GROUP INC		NAMED INSURED CHERRY CREEK PLAZA LLC	
POLICY NUMBER 0131 88304968		COLUMBUS NE 68601-0218	
CARRIER United Fire & Casualty Company	NAIC CODE 13021	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 24 FORM TITLE: CERTIFICATE OF PROPERTY INSURANCE

	DEDUCTIBLE	LIMIT
Business Income, Extra Expense and Rental Value are on an actual loss sustained basis limited to 12 consecutive months		
Wind applies to:		
Building		
Business Income and Rental Value		
Extra Expense		
Sign		
The following coverages also apply at this location:		
Sign		
ELECTRONIC SIGN	1,000	35,000



Cherry Creek Plaza EIFS Repairs Inbox x

Mike Mueller <mueller2003@msn.com>
to me

The following is our proposal and bid for refurbishing the EIFS at the Cherry Creek Plaza we walked through last week. I would highly recommend be inspected/repaired to fix the water issue. Also with option #2, after demo of the sagging soffits on the North side, there may be a need to replace sor price as the extent of the work can't be seen. If you have any questions or need anything else, please let me know. Thanks.

Labor, materials, and equipment to:

EIFS – OPTION 1

- DRYVIT PRODUCTS
 - PATCH / REPAIR EXISTING EIFS
 - PAINT ALL EXISTING EIFS WITH DRYVIT DEMANDIT PAINT
 - FINE FINISH – STANDARD COLORS
- TOTAL \$57,090.00

EIFS – OPTION 2

- DRYVIT PRODUCTS
 - DEMO AND REPLACE APPROXIMATELY 500 SF OF DAMAGED EIFS
 - PATCH / REPAIR EXISTING EIFS
 - PAINT ALL EXISTING EIFS WITH DRYVIT DEMANDIT PAINT
 - FINE FINISH – STANDARD COLORS
- TOTAL \$61,290.00

EXCLUSIONS- SEALANTS, COLD WEATHER PROVISION

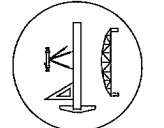
Lastly, we have been thinking about doing some painting on the exterior of our building. Who does a person need to contact regarding a grant for this

Jed Brunken

Thanks Mike! I will get this turned in with the grant application due tomorrow. As far as I know, this project is only for 23rd Street projects, but contact the

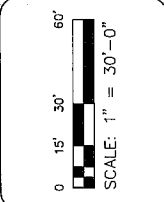
Mueller &
Schoepf

SNYDER
ENGINEERING
COMPANY, INC.



SITE PLAN

COLUMBUS, NEBRASKA



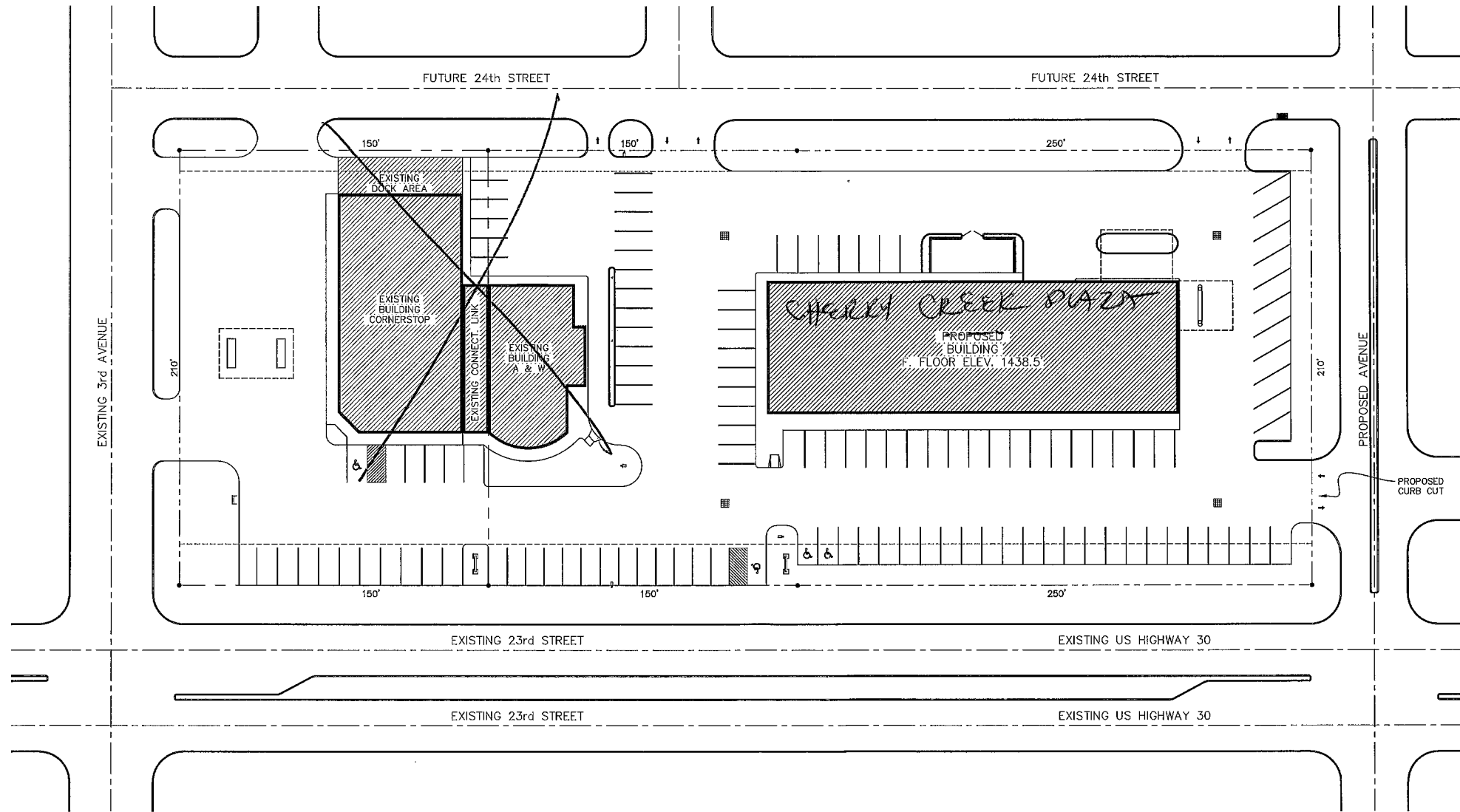
DATE:	8/01/02
DESIGN BY:	BRAD GRAHAM
CHECKED BY:	
APPROVED BY:	
ARCHITECTURAL:	
STRUCTURAL ENGINEER:	
MECHANICAL ENGINEER:	
ELECTRICAL ENGINEER:	

JED BRUNKEN MINI MALL 2002

REVISIONS	
BY	DATE

JOB NUMBER:
1

SHEET NUMBER:
C-1

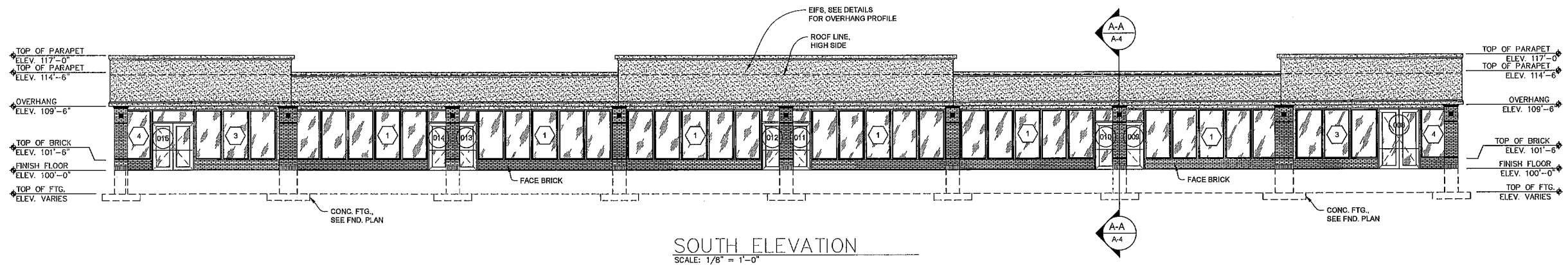


SITE PLAN
SCALE: 1" = 30'-0"

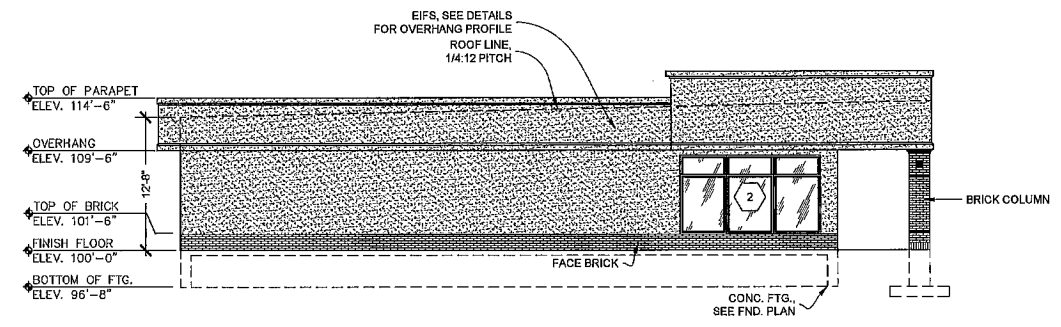
LEGAL DESCRIPTION:
A PARCEL OF LAND BEGINNING AT THE SW CORNER OF SECTION 16, T 17N, R 1E OF THE 6th P.M., PLATTE COUNTY, NEBRASKA; THENCE NORTH, ALONG THE WEST LINE OF SECTION 16, A DISTANCE OF 270.00 FEET; THENCE EAST, ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SECTION 16, FOR A DISTANCE OF 183.00 FEET; THENCE SOUTH, ALONG A LINE PARALLEL WITH THE WEST LINE OF SECTION 16, A DISTANCE OF 270.00 FEET; TO A POINT ON THE SOUTH LINE OF SECTION 16, FOR A DISTANCE OF 183.00 FEET, TO THE POINT OF BEGINNING, EXCEPT THE EXISTING STREETS AND HIGHWAYS.

CORNERSTOP	A & W	STRIP MALL	STREET
SEE LEGAL DESCRIPTION	LOT 6, BLOCK F THE VILLAGE FIRST SUB-DIVISION, COLUMBUS, NE	LOT 1, BLOCK A THE VILLAGE SECOND SUB-DIVISION, COLUMBUS, NE	LOT 2, BLOCK A THE VILLAGE SECOND SUB-DIVISION, COLUMBUS, NE

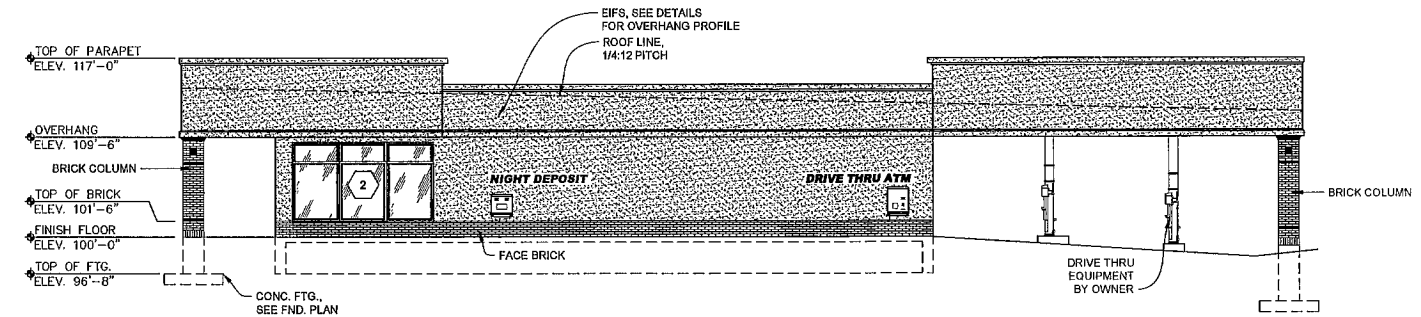
CORNERSTOP = 17 PARKING SPACES
A & W = 41 PARKING SPACES
STRIP MALL = 74 PARKING SPACES



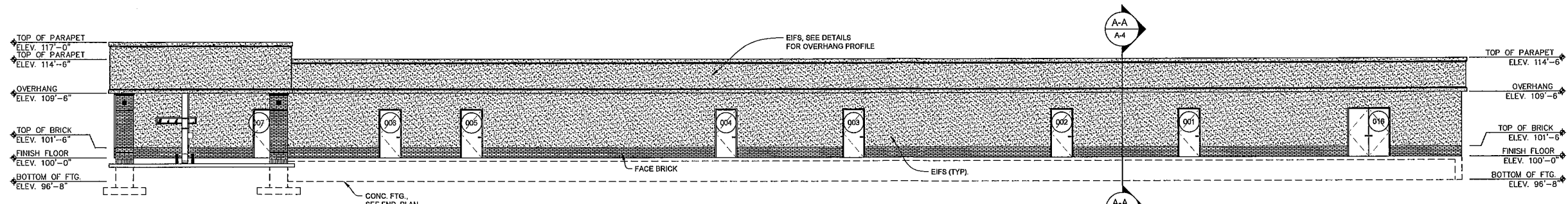
SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



WEST ELEVATION
SCALE: 1/8" = 1'-0"



EAST ELEVATION
SCALE: 1/8" = 1'-0"

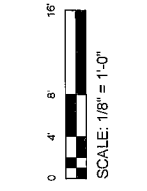
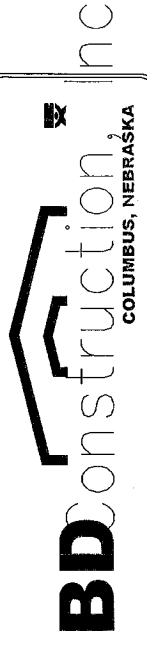


NORTH ELEVATION
SCALE: 1/8" = 1'-0"

ELEVATION PLAN

COLUMBUS, NEBRASKA

JED BRUNKEN STRIP MALL 2003



DATE:	8/5/03
DATE:	
DATE:	
DATE:	
DATE:	
DATE:	
DATE:	

BY	DATE

JOB NUMBER:
02-029

SHEET NUMBER:
A-2

THIS DRAWING MAY NOT BE COPIED OR REPRODUCED IN FULL OR IN PART OR REUSED FOR ANY OTHER REASON OR PROJECT WITHOUT WRITTEN APPROVAL OF BD CONSTRUCTION, INC. 2154 E. 32ND AVENUE, COLUMBUS, NE 68601.

EXHIBIT B
Redevelopment Contract

(See attached)

EXHIBIT B

CITY OF COLUMBUS, NEBRASKA

23RD STREET CORRIDOR AREA REDEVELOPMENT PLAN ADMINISTRATIVE AMENDMENT AND REDEVELOPMENT CONTRACT (CHERRY CREEK PLAZA, L.L.C. PROJECT)

This 23rd Street Corridor Area Redevelopment Plan Administrative Amendment and Redevelopment Contract (“**Plan Amendment and Redevelopment Contract**”) is made and entered into as of the ____ day of March, 2024 (the “**Effective Date**”), by and between the Community Development Agency of the City of Columbus, Nebraska (the “**CDA**”) and Cherry Creek Plaza, L.L.C. (“**Owner**”).

WITNESSETH:

WHEREAS, pursuant to the Nebraska Community Development Law, Sections 18-2101, et. seq. (the “**Act**”), the City Council of the City of Columbus, Nebraska (the “**City**”), adopted and approved a plan entitled “Amendment to Redevelopment Plan for the 23rd Street Corridor Redevelopment Area” (the “**Plan**”) for redevelopment within the blighted and substandard 23rd Street Corridor Redevelopment Area;

WHEREAS, Owner has submitted a proposal for a project within the 23rd Street Corridor Redevelopment Area in conformance with the goals and objectives of the Plan (the “**Redevelopment Project**”), which contemplates redevelopment of certain real estate owned by Owner (the “**Project Site**”), all as more particularly described on that certain Application for the City of Columbus Area 6 Neighborhood Beautification Grant Program, attached hereto as Exhibit “A” (the “**Application**”); and

WHEREAS, the CDA proposes to authorize issuance of its tax increment revenue grant (the “**Grant**”), to provide for eligible costs relating to the Redevelopment Project; and

WHEREAS, Owner seeks the assistance of the CDA for the costs of the eligible improvements for the Redevelopment Project and therefore is willing to agree to the conditions herein set forth as an inducement to the CDA to issue the Grant.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the CDA and Owner do hereby agree, covenant and warrant as follows:

Section 1. Administrative Amendment of Plan.

This Plan Amendment and Redevelopment Contract hereby incorporates the Plan by this reference. In conformance to Section 18-2117 of the Act, this Plan Amendment and Redevelopment Contract shall constitute a non-substantial modification of the Plan for the purpose of setting forth the Redevelopment Project in furtherance of the Redevelopment Area 6 Neighborhood Development Program (as defined in the Plan), pursuant to and in accordance with the Plan.

Section 2. Representations, Warranties and Covenants of Owner.

Owner hereby represents, covenants and warrants as follows:

- (a) Owner is authorized to enter into and perform its obligations under this Plan Amendment Redevelopment Contract and, to the best of the knowledge of Owner, is not in violation of the laws of the State of Nebraska.
- (b) Owner shall construct the Redevelopment Project in strict conformance with the terms and specifications set forth in the attached Application, and in accordance with the terms of this Plan Amendment and Redevelopment Contract and the Plan, or amendments thereof, and all applicable local, state and federal laws and regulations (including, without limitation, environmental, zoning, building code and public health laws and regulations).
- (c) Owner or its assignee shall complete the Redevelopment Project within twelve (12) months of the Effective Date, at an estimated cost of \$61,290.00.
- (d) Owner will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Redevelopment Project. Owner, for itself and its successors and assigns, agrees that during the construction of the Redevelopment Project, Owner will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance.
- (e) Owner agrees that any contractor providing services related to the Redevelopment Project will utilize the federal immigration verification system, as defined in Section 4-114, *Neb. Rev. Stat.*, as amended or transferred, to determine the work eligibility status of new employees physically performing services on the Redevelopment Project.
- (f) Owner owns the Project Site, in fee simple and free from any liens, encumbrances, or restrictions which would prevent the performance of this Plan Amendment and Redevelopment Contract by Owner.
- (g) Owner shall maintain policies insuring the improvements located Project Site in an amount equal to at least ninety percent (90%) of their full insurable value. In the event of any casualty damage to the improvements on the Project Site, Owner agrees to repair and reconstruct such damaged portion or portions of the Redevelopment Project so that such reconstructed real property has a taxable value at least equal to the value as most recently determined prior to the event or events of casualty loss. Owner agrees to substantially effect such repair and reconstruction whether or not insurance proceeds are sufficient or available for such purposes.

- (h) Owner shall not protest any taxable valuation assessed for the Project Site, as determined by the appropriate assessing and taxing officials of Platte County, Nebraska, for purposes of local ad valorem real estate taxes, to an amount below the assessed valuation of the Project Site in the year of the Effective Date, plus the total estimated cost of the Redevelopment Project, as set forth in the Application.
- (i) Owner shall pay all local ad valorem real estate taxes for the Project Site as levied and assessed before the same become delinquent;
- (j) Owner shall retain copies of all supporting documents (as defined under section 18-2119(4) of the Act) actually generated and received by Owner in relation to the Redevelopment Project until December 31, 2039. This Section 2(j) shall survive termination of this Plan Amendment and Redevelopment Contract.

Section 3. Payment of Grant.

In consideration of Owner's construction of the Redevelopment Project, and in order to provide for payment of some of the eligible improvements for the Redevelopment Project, as described in the Application (the "**Eligible Costs**"), the CDA has awarded Owner with a Grant in the amount of \$15,000.00 or 50% of the project cost whichever is less. The CDA's payment of said Grant funds to Owner is conditioned upon: (1) Owner's completion of the Redevelopment Project, as evidenced by a certificate of occupancy or such other materials requested by the CDA, prior to the date set forth in Section 2(c), above; (2) Owner's submission of paid invoices or other materials requested by and acceptable to the CDA, evidencing Owner's incurrence of Eligible Costs in an amount equal to or exceeding the Grant; and (3) Owner's strict adherence to all other terms and obligations under this Plan Amendment and Redevelopment Contract. Following the satisfaction of all foregoing conditions, the CDA shall pay the Grant funds to Owner within thirty (30) days of Owner's written request therefor.

Unless otherwise determined by the CDA, the proceeds of the Grant shall be applied to the costs described above. Unless otherwise determined appropriate by the CDA, the Grant shall be issued on the basis of interest which is includable in income for both federal and Nebraska State income taxes.

Section 4. Term; Breach; Revocation of Grant Funds.

Except as otherwise provided herein, this Plan Amendment and Redevelopment Contract shall remain in force and effect until the earlier of: December 31, 2039, or until Owner sells the Project Site to an unrelated third party. If Owner fails to comply with the terms of this Plan Amendment and Redevelopment Contract and/or if any representation or warranty made by Owner hereunder is untrue or becomes untrue during the term of this Plan Amendment and Redevelopment Contract, and such breach or misrepresentation has not been cured within thirty (30) days following the CDA's written notice to Owner of the same, then Owner shall be obligated to render payment to the CDA in an amount equal to all Grant funds previously disbursed to Owner, within fifteen (15) days after Owner's receipt of the CDA's written demand therefor.

Section 5. Indemnification; Penal Bond.

Owner hereby releases from and covenants and agrees that the CDA and the City, together with their governing body, officers, agents, including their independent contractors, consultants and legal counsel, servants and employees thereof (collectively, the “**Indemnified Parties**”) shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect arising from the Redevelopment Project or within the Project Site. Other than the Grant as prescribed herein, the Indemnified Parties shall not have any pecuniary obligation or monetary liability under this Plan Amendment and Redevelopment Contract. Specifically, but without limitation, the Indemnified Parties shall not be liable to Owner or any other third party for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder.

Additionally, Owner hereby agrees to indemnify and save the City and CDA harmless from any payment or liability to which the City or CDA may become subject for carrying out of any contract entered into by Owner with respect to the Redevelopment Project. If applicable, Owner agrees to provide to the CDA evidence that there is in effect a bond for the payment costs as required under Section 18-2151 of the Act.

Section 6. No Joint Venture.

Neither the CDA nor the City is or shall be regarded as the partner, joint venture or other jointly acting party with Owner for any purpose whatsoever and the undertakings and agreements on the part of the CDA herein provided for are undertaken solely pursuant to the provisions of the Act and for the limited governmental purposes of promoting and encouraging redevelopment of a blighted and substandard area.

Section 7. Miscellaneous.

- (a) Any notices required hereunder shall be delivered to the address of the Project Site, with respect to Owner, and to the Offices of the City of Columbus, Nebraska (attn.: City Administrator), with respect to the CDA.
- (b) This Plan Amendment and Redevelopment Contract may be executed in any number of counterparts, each of which shall constitute one and the same instrument.
- (c) This Plan Amendment and Redevelopment Contract shall be governed and construed in accordance with the laws of Nebraska.
- (d) Time shall be of the essence of this Plan Amendment and Redevelopment Contract.

(Signatures on following page)

IN WITNESS WHEREOF, the CDA and Owner have caused this Plan Amendment and Redevelopment Contract to be executed by their duly authorized representatives.

CDA:

COMMUNITY DEVELOPMENT AGENCY OF
THE CITY OF COLUMBUS, NEBRASKA

By: _____
Chairperson

ATTEST:

Secretary

OWNER:

CHERRY CREEK PLAZA, L.L.C.

By: Jed S Brunken
Jed S. Brunken
OPERATING MANAGER

Exhibit “A”

Application for the City of Columbus Area 6 Neighborhood Beautification Grant Program

[See Attached]

LLC Coprorate Resolution

Cherry Creek Plaza

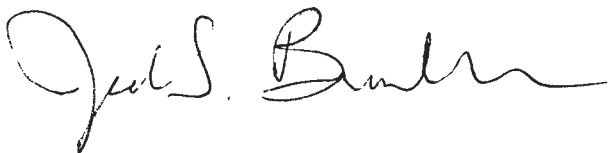
March 13, 2024

To whom it may concern,

Cherry Creek Plaza, LLC is a Nebraska Limited Liability Corporation , soley owned by Jed S. Brunken, 817 Comanche Street, Columbus, NE. 68601.

As sole owner, Jed S. Brunken has the title of Operating Member, and has the authority to manage all aspects of the Corporeation and sign documents on it's behalf.

Thank you.

A handwritten signature in black ink, appearing to read "Jed S. Brunken". The signature is written in a cursive, flowing style with a long horizontal stroke at the end.

Jed S. Brunken

3. **Resolution No. R24-39 approving redevelopment project submitted by tenant, Renshouse Industrial Solutions, with approval of property manager, Matcon LLC, in conjunction with the 23rd Street Corridor Area Redevelopment Plan, awarding a revocable grant in the amount of \$3,672 for the project, and entering into a contract for the same.**

RESOLUTION NO. R24-39

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AS GOVERNING BODY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN ADMINISTRATIVE PLAN AMENDMENT AND REDEVELOPMENT CONTRACT FOR A REDEVELOPMENT PROJECT UNDERTAKEN BY MATCON LLC, IN ACCORDANCE WITH THE "AMENDMENT TO REDEVELOPMENT PLAN FOR THE 23RD STREET CORRIDOR REDEVELOPMENT AREA".

WHEREAS, the mayor and council of the City of Columbus, Nebraska (the "City"), previously approved a redevelopment plan entitled, "Amendment to Redevelopment Plan for the 23rd Street Corridor Redevelopment Area" (the "Plan"); and

WHEREAS, in accordance with the Plan, the mayor and council of the City, as the governing body of the Community Development Agency of the City (the "Agency"), passed Resolution No. R22-86 (the "Resolution"), which adopted certain "Tax Increment Financing (TIF) Guidelines" (as defined in the Resolution) for the "23rd Street Grant Program" (as defined in the Resolution), all in accordance with the Plan; and

WHEREAS, the Agency has received for its consideration an application from Matcon LLC ("Redeveloper"), for a "Revocable Grant" (as defined in the Resolution) to aid in the construction of a redevelopment project undertaken in accordance with the 23rd Street Grant Program (the "Project"), a copy of which is attached hereto and incorporated herein as Exhibit A (the "Application"); and

WHEREAS, after review and consideration of the Redeveloper's Application, the Agency has determined the Project meets the criteria of the 23rd Street Grant Program, in accordance with the Plan and TIF Guidelines, and wishes to approve the same and award a Revocable Grant to aid in its construction; and

WHEREAS, in accordance with the foregoing, the Agency has for its consideration, attached hereto and incorporated herein as Exhibit B, a proposed form of administrative amendment and redevelopment contract by and between Redeveloper and the Agency, which administratively amends the Plan to incorporate the Project and sets forth the contractual rights and obligations of the Agency and Redeveloper in relation thereto, and with respect to the Revocable Grant (the "Redevelopment Contract").

NOW, THEREFORE, BE IT RESOLVED, BY THE MAYOR AND COUNCIL OF THE CITY, AS THE GOVERNING BODY OF THE AGENCY:

Section 1. Based upon the Agency's review of the Application for the Project, and the substantial evidence in the record of this proceeding, the Project meets the criteria of the 23rd Street Grant Program, pursuant to the Plan and TIF Guidelines, and is hereby adopted and approved in accordance therewith.

Section 2. The Agency further approves an award of a Revocable Grant for the Project, in the amount of \$3,672, which shall be administered in accordance with the terms of the Redevelopment Contract and Resolution.

Section 3. The Redevelopment Contract by and between Redeveloper and the Agency, in the form presented, is hereby acknowledged and approved. The mayor and city clerk are hereby authorized to execute said Redevelopment Contract in substantially the form presented but with such changes as they shall deem appropriate or necessary. The execution and delivery by the council president of the Redevelopment Contract, or any such documents, instruments, agreements, or certifications relating to such matters contained in the Redevelopment Contract, shall conclusively establish their authority with respect thereto and the authorization and approval thereof.

Section 4. The Redevelopment Contract shall administratively amend the Plan to the extent provided therein.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



SPECIAL CITY ATTORNEY

EXHIBIT A
Project Application

(See attached)

EXHIBIT A

Application for the City of Columbus Area 6 Neighborhood Beautification Grant Program

This Application is established pursuant to those certain Guidelines for the Area 6 Neighborhood Beautification Grant Program, adopted by the Community Development Agency of the City of Columbus, Nebraska (the "CDA"). Any capitalized terms that are not otherwise defined herein shall have the meanings set forth in the Guidelines. All parts of this Application must be completed prior to submission to the CDA. Incomplete Applications will not be considered by the CDA. The Owner should attach additional pages where requested and/or when necessary. The Owner or a designated representative must be present at the meeting of the CDA in which this Application is considered to answer questions related to the proposed Project. The CDA will provide prior notice of the date and time of such meeting.

Owner: Rensenhouse Industrial Solutions

Project Site Address: 1600 23rd St. Columbus, NE 68601

Project Description (please describe below and attach a visual representation of your Project): _____
Removal of old outdated signage that is flickering and replace with one
single street facing sign with new window stickers as well.

Total Estimated Cost of Project: \$ 8793.41

Grant Amount Requested: \$ 4396.71

Breakdown of Eligible Costs (Cost estimates must come from a professional third-party bid. If undertaking the work on their own, Owner must show that the cost sought to be reimbursed are in the same range as a bid from a third party):

Item: <u>Remove all exterior signage</u>	Cost: \$ <u>1480</u>
Item: <u>1 new channel letter sign</u>	Cost: \$ <u>5864</u>
Item: <u>Installation</u>	Cost: \$ <u>1270</u>
Item: <u>Vinyl lettering on glass</u>	Cost: \$ <u>154.79</u>
Item: _____	Cost: \$ _____

Estimated Start and Completion Date: 2/2/2024 - 2/6/2024

Attachments: You must attach the following items to this Application:

1. A site plan or visual representation of the Project.
2. All necessary building permits for the Project.
3. Proof of insurance for the Project Site.
4. Third party bid(s) for cost estimates.

I certify that the facts and estimates set forth in this Application are true and accurate to the best of my knowledge. I understand that false statements on this application shall be considered sufficient cause for ineligibility.

I understand that the CDA may request additional information it deems relevant and that submitting this Application does not guarantee receipt of a Grant. All Grants are conditional upon (1) approval by the CDA; (2) the execution of a Redevelopment Contract between Owner and the CDA; and (3) Owner's completion of the Project in conformance with the Redevelopment Contract.

I agree to maintain all Project related receipts, beginning at submission of this Application, until December 31, 2039, for audit purposes.

By: Camden Van Brocklin
Print Name: Camden Van Brocklin
Date: 1/29/2024

Zack Arellano

Property Manager
02/02/2024



Invoice

Date	Invoice #
12/05/2023	232216-1

Bill To
Rensenhouse 1600 23rd Street Columbus, NE 68601

Job site
Rensenhouse / Columbus NE / NEW Exterior Signage for ReBranding 1600 23rd Street Columbus, NE 68601

P.O. Number	Rep	Ordered By
	Tony Maxey	Camden Van Brocklin

**** Advance Deposit Billing ****

Item **Amount**
Manufacture and install the following: (Company "ReBrand" from currently "CED") **\$1,480.00**

A.) Remove ALL exterior signage from building and dispose of items listed below

Westside: (1) 4ft x 4ft bldg cabinet + (1) 4ft x 6ft bldg cabinet

Southside: (2) 4ft x 6ft bldg cabinet stacked on each other +

(1) 3ft x 16.5ft long CED main sign

(Light "bar" or fixture above this sign STAYS on bldg per customer.)

Eastside: (1) 2ft x 12ft bldg cabinet Reads "Enterprise Electric Company"

B.) One (1) new set of LED illuminated Channel Letters. Mounted on raceway painted white to match existing building. Installed on SOUTH exterior wall. \$5,864.00

\$1,270.00

C.) Install one (2) 54in tall x 114.5in long digitally printed decals on customer's newer box truck BOX SIDE/s inside customer's heated building.

Note: No removal included of existing vehicle lettering per customer. They will remove themselves.

D.) Remove existing door vinyl. Install one (1) set of window vinyl lettering on left glass of front door. * Logo / Office Hours / Office Phone Number \$154.79

***** 2% pre-paid discount of \$175.38 applies if pre-payment in full is submitted to Love Signs upon receipt of this invoice.**

***** Pre-payment in full amount would be: \$8,593.41**

Item	Price
Sales Price	\$8,768.79
Subtotal	\$8,768.79
Deposit Due	\$4,384.40
Total	\$4,384.40
Advance Deposit Required	\$4,384.40

Terms:

Advance Deposit Terms: Due Upon Receipt.

Final Invoice Terms: Due Upon Receipt. Interest of 1.5% per month will be charged on all accounts not paid in full within 30 days of Invoice date.

Please remit payments to:

Love Signs, Inc.
P.O. Box 807
Norfolk, NE 68702

**** Please reference invoice # on check ****

B1 #232216-03

One (1) alupalite panel with digital print.
Installed on south side of building



lovesignco.com

norfolk • grand island • lincoln

198.00in

36.00in



RENSENHOUSE

NOTICE:

BEFORE APPROVING THIS ARTWORK PLEASE CHECK ALL NAMES AND WORDS FOR PROPER SPELLING, AS WELL AS ALL COLORS AND SIGNAGE PLACEMENT IF NECESSARY. QUESTIONS AND OR CHANGES NEED TO BE ADDRESSED BEFORE FINAL APPROVAL. ONCE THE SIGNAGE IS PRODUCED AFTER APPROVAL, ANY AND ALL MISSPELLINGS OR COLOR ISSUES ARE THE RESPONSIBILITY OF THE CLIENT AND WILL BE CORRECTED AT THE EXPENSE OF THE PURCHASER.

CLIENT: Rensenhouse
LOCATION: Columbus, NE
SALES: Tony Maxey

DESIGN: Megan Falter

ALL RIGHTS RESERVED, NO PART OF THIS DRAWING
MAY BE REPRODUCED IN ANY FORM WITHOUT
WRITTEN PERMISSION FROM LOVE SIGN COMPANY.



UNITED STATES
SIGN COUNCIL

© LOVE SIGNS, INC.

The logo features a stylized blue letter 'R' enclosed within a blue square frame that has a house-like shape at the top.

RENSENHOUSE

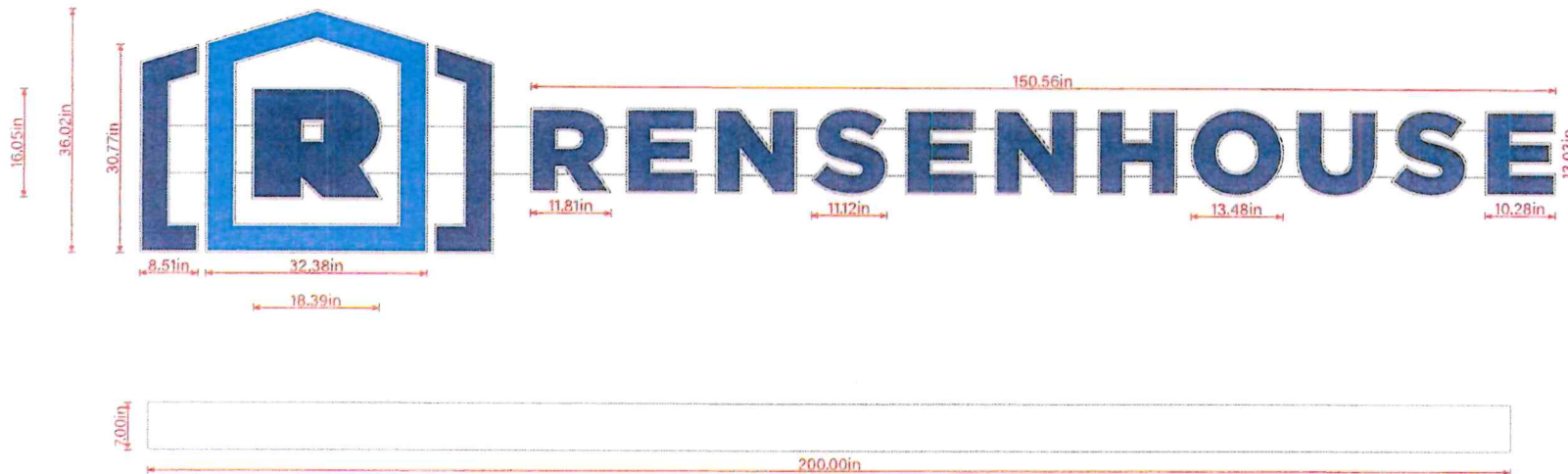
B2 #232216-03

One (1) set of channel letters on raceway.
White returns and trim cap.
Raceway to match building.



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NOTICE:

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CLIENT: Rensenhouse
LOCATION: Columbus, NE
SALES: Tony Maxey

DESIGN: Megan Falter

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WRITTEN PERMISSION FROM LOVE SIGN COMPANY.



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The image shows the exterior of a building with a blue roof and a white corrugated metal wall. On the right side of the wall is a section of stone masonry. The logo for 'Rensenhouse' is mounted on the white wall. The logo consists of a blue square with a white 'R' inside, and the word 'RENSENHOUSE' in blue capital letters to its right. The foreground is a light-colored gravel or dirt area with some dry grass.

[R] RENSENHOUSE



C #232216-03

Two (2) sets of door decals.
Customer to remove existing vinyl



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NOTICE: BEFORE APPROVING THIS ARTWORK PLEASE CHECK ALL NAMES AND WORDS FOR PROPER SPELLING, AS WELL AS ALL COLORS AND SIGNAGE PLACEMENT IF NECESSARY. QUESTIONS AND OR CHANGES NEED TO BE ADDRESSED BEFORE FINAL APPROVAL. ONCE THE SIGNAGE IS PRODUCED AFTER APPROVAL, ANY AND ALL MISSPELLINGS OR COLOR ISSUES ARE THE RESPONSIBILITY OF THE CLIENT AND WILL BE CORRECTED AT THE EXPENSE OF THE PURCHASER.

CLIENT: Rensenhous
LOCATION: Columbus, NE
SALES: Tony Maxey

DESIGN: Megan Falter

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RENSENHOUSE

COLUMBUS, NE | 402-564-9494

WYOMING

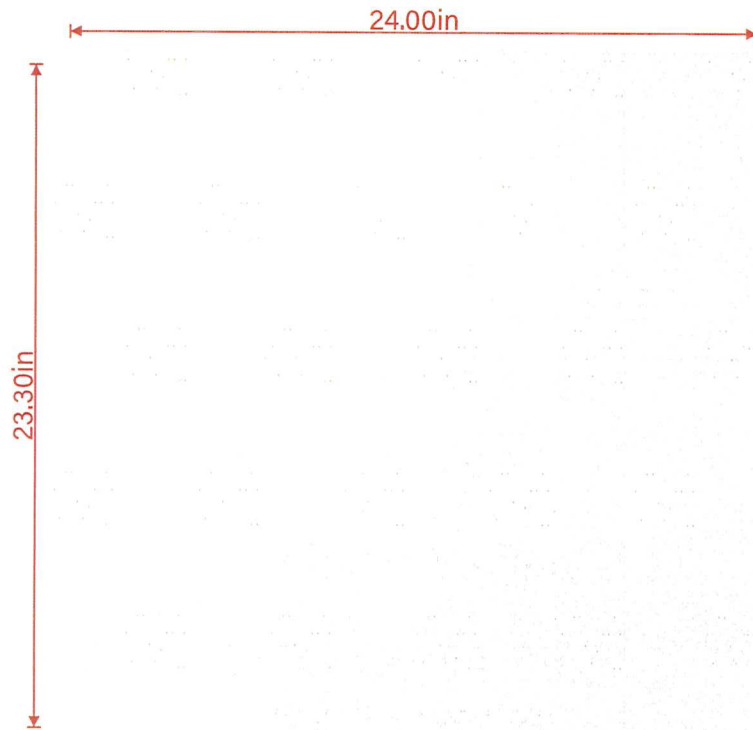
USDOT 277987

D #232216-03



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One (1) set of window vinyl lettering to replace existing on left door



NOTICE:

BEFORE APPROVING THIS ARTWORK PLEASE CHECK ALL NAMES AND WORDS FOR PROPER SPELLING, AS WELL AS ALL COLORS AND SIGNAGE PLACEMENT IF NECESSARY. QUESTIONS AND OR CHANGES NEED TO BE ADDRESSED BEFORE FINAL APPROVAL. ONCE THE SIGNAGE IS PRODUCED AFTER APPROVAL, ANY AND ALL MISSPELLINGS OR COLOR ISSUES ARE THE RESPONSIBILITY OF THE CLIENT AND WILL BE CORRECTED AT THE EXPENSE OF THE PURCHASER.

CLIENT: Rensenhouse
LOCATION: Columbus, NE
SALES: Tony Maxey

DESIGN: Megan Falter

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WRITTEN PERMISSION FROM LOVE SIGN COMPANY.



UNITED STATES
SIGN COUNCIL



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RENSENHOUSE

HOURS
MONDAY - FRIDAY
7:00am - 4:30pm

AFTER HOURS CALL
402-564-9494

RECHARGE
RECHARGE

INDUSTRIAL

4TH AMENDMENT TO MANAGEMENT AGREEMENT

This 4th Amendment to Management Agreement modifies a Management Agreement between MATCON, LLC, a Nebraska limited liability company, Owner, and Investors Realty, Inc., Agent, dated January 1, 2009, modified March, 2012, modified December 31, and modified January 1, 2018 for management of the properties below:

Matcon Columbus, located at 16th Avenue and Highway 30, Columbus, Nebraska

Matcon East, located at 9201 J Street, Omaha, Nebraska

Matcon Lincoln, located at 1630 P Street, Lincoln, Nebraska

Matcon West, located at 9301 J Street, Omaha, Nebraska

1. Reserve Funds. This section is hereby replaced with the following:

A reserve fund of \$1,000.00 per building, or a total of \$4,000.00, will be kept in either trust or savings account at all times to ensure funds are available for cash flow shortages. Owner will provide additional funds when necessary for any additional cash shortfalls.

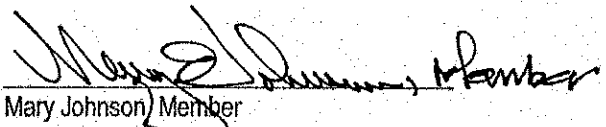
All other terms and conditions of the Management Agreement, except as modified herein and by previous amendments, remain unchanged and are in full force and effect.

AGENT: Investors Realty, Inc.

OWNER: Matcon, LLC

BY: 
Timothy Langan, Chief Operating Officer

BY: 
Anne Marcotte, Member

BY: 
Mary Johnson, Member

3RD AMENDMENT TO MANAGEMENT AGREEMENT

This 3rd Amendment to Management Agreement modifies a Management agreement by and between MATCON, LLC, a Nebraska limited liability company, Owner, and Investors Realty, Inc., Agent dated January 1, 2009, modified March, 2012, and modified December 20, 2012 for management of the properties below:

Matcon Columbus, located at 16th Avenue and Hwy 30 in Columbus, Nebraska

Matcon East, located at 9201 J Street, Omaha, Nebraska

Matcon Lincoln, located at 1630 P Street, Lincoln, Nebraska

Matcon West, located at 9301 J Street, Omaha, Nebraska

1. **Fees.** Effective January 1, 2018, For Management, the Agent shall receive the sum equal to the following:

Matcon Columbus	\$350/month
Matcon East	4% of Rents with a minimum of \$500/month
Matcon Lincoln	\$350/month
Matcon West	4% of Rents with a minimum of \$500/month

All other terms and conditions of the Management Agreement, except as modified herein and by previous amendments, remain unchanged and are in full force and effect.

AGENT

Investors Realty, Inc.

BY: 

Tim Langan, Chief Operating Officer

OWNER

Matcon, LLC

BY: 

Anne Marcotte, Managing Member

BY: 

Mary Johnson, Managing Member



Commercial Real Estate Services

MANAGEMENT AGREEMENT AMENDMENT

This Management Agreement Amendment modifies the Management Agreement dated January 1, 2009, between MATCON, L.L.C., a Nebraska Limited liability Corporation, Owner, and Investors Realty, Inc., Agent for properties known as Enterprise East at 9201 J Street, Omaha, Nebraska, Enterprise West at 9301 J Street, Omaha, Nebraska, Enterprise Columbus at 16th Avenue and Hwy 30, Columbus, Nebraska and Enterprise Lincoln at 1630 P Street, Lincoln, Nebraska.

- 1. The properties will now be known as MATCON East at 9201 J Street, MATCON West, at 9301 J Street, MATCOLN Columbus at 16th Avenue and Hwy 30, Columbus, Nebraska, and MATCOLN Lincoln at 1630 P Street, Lincoln.

All other terms and conditions of the Management Agreement remain in full force and effect.

IN WITNESS WHEREOF the parties hereto affix their names this 10th day of March 2012.

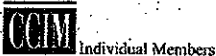
INVESTORS REALTY, INC.

MATCON, L.L.C.

By: [Signature]
John Krecek
Director of Property Management

By: [Signature]
Anne Marcotte

By: _____
Mary Johnson





Commercial Real Estate Services

MANAGEMENT AGREEMENT AMENDMENT

This Management Agreement Amendment modifies the Management Agreement dated January 1, 2009, between MATCON, L.L.C, a Nebraska Limited liability Corporation, Owner, and Investors Realty, Inc., Agent for properties known as Enterprise East at 9201 J Street, Omaha, Nebraska, Enterprise West at 9301 J Street, Omaha, Nebraska, Enterprise Columbus at 16th Avenue and Hwy 30, Columbus, Nebraska and Enterprise Lincoln at 1630 P Street, Lincoln, Nebraska.

- 1. The properties will now be known as MATCON East at 9201 J Street, MATCON West, at 9301 J Street, MATCOLN Columbus at 16th Avenue and Hwy 30, Columbus, Nebraska, and MATCOLN Lincoln at 1630 P Street, Lincoln.

All other terms and conditions of the Management Agreement remain in full force and effect.

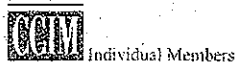
IN WITNESS WHEREOF the parties hereto affix their names this _____ day of March 2012.

INVESTORS REALTY, INC.

MATCON, L.L.C.

By: [Signature]
John Krecek
Director of Property Management

By: [Signature]
Anne Marcotte
By: [Signature]
Mary Johnson



MANAGEMENT AGREEMENT

This Agreement made this 1st day of January 1, 2009, by and between MATCON, L.L.C., A Nebraska Limited Liability Corporation, hereinafter called OWNER and Investors Realty, Inc., hereinafter called AGENT.

IN CONSIDERATION OF THE PROMISES AND COVENANTS HEREIN, the parties agree as follows: The OWNER hereby employs the AGENT as the sole and exclusive agent for the OWNER to rent, lease, collect rents, pay and adjust taxes, make necessary repairs, purchase supplies, keep accounts showing income and expenses, and pay all bills incident to the above items, and in general have the full care incident to the operation and management of the properties known as [REDACTED] East and [REDACTED] West - Buildings located at 9201 & 9203 "J" Street in Omaha, Nebraska; [REDACTED] - a building located at 16th Avenue, Highway 30 in Columbus, Nebraska; [REDACTED] a building located at 1630 "P" Street in Lincoln, Nebraska and [REDACTED] - A vacant lot located at 9611 Harney Parkway South, Omaha, Nebraska.

TERM:

This Agreement shall begin on the 1st day of January, 2009, and continue until the last day of December, 2009, and shall renew itself automatically for one year periods unless at least ninety (90) days prior to the expiration of the original term or any renewals thereof either party hereto shall notify the other in writing of his intention to terminate. If the property should sell during the term of this agreement, the Management Agreement would terminate at such time the property is transferred to new owners. This management agreement supersedes all previous management agreements for any of the above properties.

GENERAL PROVISIONS:

The OWNER hereby gives the AGENT the following authority and powers and agrees to assume the expenses in connection therewith:

To advertise said premises for rent and to display signs thereon; to negotiate the renewal and/or cancellation of existing leases on the premises or any part thereof; to collect rent due or to become due and give receipts thereto; to terminate tenancies and to sign and serve in the name of the OWNER such notices as are appropriate; to institute and prosecute actions; to evict tenants and to recover possession of said premises; to sue for in the name of the OWNER and recover rents and other sums due; and when expedient to settle, compromise and release such actions or suits or reinstate such tenancies. Any leases executed for the OWNER by the AGENT shall be done with the express consent of the OWNER.

Enterprise East and Enterprise West are considered "full service management accounts". Services provided include: billing rents, collecting rents, accounting for all financial aspects of the property, developing project specs, interviewing of contractors, obtaining bids, contracting

for goods and services, paying bills, develop yearly budgets, property visits on a monthly basis and tenant relations.

Enterprise Lincoln and Enterprise Columbus are considered "limited service management accounts". Services include: billing rents, collecting rents, accounting for all financial aspects of the property and pay Real Estate taxes and insurance. Once yearly property visits to evaluate the condition of the property, develop a list of to-dos (tenant or landlord related) and meet with tenants. Additional inspections can be arranged at any time for an additional charge of \$300 including mileage and Property Manager time. All construction related projects will be billed separately at a rate of 8% of total project cost.

REPAIRS:

To make or cause to be made and supervise repairs and alterations and to do decorating to said premises, to purchase supplies and pay all bills therefore. The AGENT agrees to secure the prior approval of the OWNER on all expenditures in excess of \$2,500.00, except monthly or recurring operating charges and/or emergency repairs in excess of the maximum, if in the opinion of the AGENT such repairs are necessary to protect the property from damage or to maintain services to the tenants as called for the their leases.

EMPLOYEES:

To hire, discharge and supervise all labor and employees required for the operation and maintenance of the premises; and that the AGENT may perform any of its duties through OWNER'S attorneys, agents or employees and shall not be responsible for their acts, defaults and negligence if reasonable care has been exercised in their appointment and retention. The employees of the AGENT will be covered under workman compensation insurance carried by the AGENT.

SERVICE CONTRACTS:

To make contracts for utilities and services required for the operation of the property to include but not limited to: electricity, gas, fuel, water, telephone, window cleaning, trash or rubbish hauling and other services or such of them as the AGENT shall deem advisable; provided however, that prior to the executing of any contract having a term of more than one year, the AGENT shall first secure express authority of the OWNER. All service contracts shall contain a cancellation clause subject to the sale of the real estate.

STATEMENTS & BANK ACCOUNTS:

To render monthly statements of receipts, expenses and charges and to remit to OWNER receipts less disbursements. In the event the disbursements shall be in excess of the rents collected by the AGENT, the OWNER hereby agrees to pay such excess promptly upon demand of the AGENT. The AGENT will deposit all receipts collected for the OWNER in an account separate from AGENT'S personal account. OWNER authorizes AGENT to open an interest

bearing account for the keeping of OWNER'S excess funds. AGENT is authorized to transfer funds between the operating trust account and the interest bearing account.

OWNER requires AGENT to utilize security deposits in the operation of the property rather than holding them in AGENT's security deposit account. OWNER requires AGENT to refund security deposits from funds available from the property operations, or OWNER will provide funds for security deposit refunds when necessary.

HOLD HARMLESS AND INDEMNITY:

The OWNER agrees to hold the AGENT harmless from all damage suits in connection with the management of the herein described property, including civil right litigation arising from claims of non-compliance with the Americans with Disability Act of 1990, and from liability from injuries suffered by any employee or any other person whomsoever. OWNER further agrees to carry at his own expense necessary public liability insurance adequate to protect the interest of the parties hereto, which policies shall be so written as to protect the AGENT as co-insured. The OWNER agrees to indemnify the AGENT against any and all liability and expenses in connection with or arising out of any claim or action for such damages. The OWNER assumes all responsibility for damages to the property not occupied or under lease to a tenant due to freezing of the plumbing and/or heating plant and all resulting damages therefrom except in cases of misconduct or negligence of the AGENT.

AGENCY:

Under the Real Estate License Law for the State of Nebraska, AGENT shall represent OWNER (client as referred to in the statutes) as an agent in three forms and shall have duties and responsibilities associated with each as follows:

Common Law Agency: The agent will contract for the client on client's behalf for goods and services in the name of the client in the best interest of client.

Landlord and Seller Limited Agency: 1. A licensee representing a Seller or Landlord as a Seller's Agent or a Landlord's Agent shall be a limited agent with the following duties and obligations: a) To perform the terms of the written agreement made with the client; b) To exercise reasonable skill and care for the client; c) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including: 1) Seeking a price and terms which are acceptable to the client, except that the licensee shall not be obligated to seek additional offers to purchase the property while the property is subject to a contract for sale or to seek additional offers to lease the property while the property is subject to a lease or letter of intent to lease; 2) Presenting all written offers to and from the client in a timely manner regardless of whether the property is subject to a contract for sale or a letter of intent to lease; 3) Disclosing in writing to the client all adverse material facts actually known by the licensee; and, 4) Advising the client to obtain expert advice as to material matters about which the licensee knows but the specifics of which are beyond the expertise of the licensee; d) To account in a timely manner for all money

and property received; e) To comply with all requirements of sections 76-2401 to 76-2430, the Nebraska Real Estate License Act, and any rules and regulations promulgated pursuant to such sections or act; and, f) To comply with any applicable federal, state and local laws, rules, regulations.

2. A licensee acting as a Seller's or Landlord's agent shall not disclose any confidential information about the client unless disclosure is required by statute, rule, or regulation or failure to disclose the information would constitute fraudulent misrepresentation. No cause of action for any person shall arise against a licensee acting as a Seller's or Landlord's Agent for making any required or permitted disclosure.

3. A licensee acting as a Seller's or Landlord's Agent owes no duty or obligation to a customer, except that a licensee shall disclose in writing to any customer all adverse material facts actually known by the licensee. The adverse material facts may include adverse material facts pertaining to: a) any environmental hazards affecting the property which are required by law to be disclosed; b) the physical condition of the property; c) any material defects in the property; d) any material defects in the title to the property; or, e) any material limitation on the client's ability to perform under the terms of the contract. A Seller's or Landlord's Agent owes no duty to conduct an independent inspection of the property for the benefit of the customer and owes no duty to independently verify the accuracy or completeness of any statement made by the client or any independent inspector.

4. A Seller's or Landlord's Agent may show alternative properties not owned by the client to prospective buyers or tenants and may list competing properties for sale or leases without breaching any duty or obligation to the client.

5. A Seller or Landlord may agree in writing with a Seller's or Landlord's Agent that other designated brokers may be retained and compensated as subagents. Any designated Broker acting as a subagent on the Seller's or Landlord's behalf shall be a limited agent with the obligations and responsibilities set forth in subsections (1) through (4) of this section.

Dual Agency: 1. A licensee may act as a Dual Agent only with the informed consent of all parties to the transaction. The informed consent is evidenced by a written agreement pursuant to Section 76-2422.

2. A Dual Agent shall be a limited agent for both the Seller and Buyer or the Landlord and Tenant and shall have the duties and obligations required by Sections 76-2417 and 76-2418 unless otherwise provided for in this section.

3. Except as provided in subsections (4) and (5) of this section, a Dual Agent may disclose any information to one client that the licensee gains from the other client if the information is relevant to the transaction or client.

4. The following information shall not be disclosed by a Dual Agent without the informed written consent of the client to whom the information pertains: a) That a Buyer or

Tenant is willing to pay more than the purchase price or lease rate offered for the property; b) That a Seller or Landlord is willing to accept less than the asking price or lease rate for the property; c) What the motivating factors are for any client buying, selling or leasing the property; d) That a client will agree to financing terms other than those offered.

5. A Dual Agent shall not disclose to one client any confidential information about the other client unless the disclosure is required by statute, rule or regulation or failure to disclose the information would constitute fraudulent misrepresentation. No cause of action for any person shall arise against a Dual Agent for making any required or permitted disclosure. A Dual Agent does not terminate the Dual Agency relationship by making any required or permitted disclosure.

6. In a Dual Agency relationship there shall be no imputation of knowledge or information between any client and the Dual Agent or among persons within an entity engaged as a Dual Agent.

FEES:

The AGENT shall receive for his services hereunder the fees as follows:

FOR MANAGEMENT: The AGENT shall receive the sum equal to the following:

PROPERTY	MGT. FEE	MINIMUM
Enterprise East	3.5% of Rents	\$500/ month
Enterprise West	3.5% of Rents	\$500/ month
Enterprise Lincoln	\$250/ month	
Enterprise Columbus	\$250/ month	
Egan's Lot	\$50/ month	\$50/ month

The management fee as a percent of the rental income will be collected the month after rents are collected. The AGENT is authorized to pay itself the amount so earned out of funds which it collects hereunder. The AGENT shall also receive a management fee for oversight of Egan's Lot of \$50 per month. The management fee for Egan's lot would be paid from and in addition to the management fee for Enterprise West.

FOR LEASING: For new leases negotiated with tenants not already tenants of the property, Agent will receive six (6%) percent of the gross lease amount for the initial term and any extensions, renewals, or expansions up to five years and three (3%) percent for any initial term in excess of five years and up to ten years. However, the minimum commission for any lease will be equal to one month's rent. For negotiations of lease renewals or options exercised after the initial term (in excess of five years) Agent will receive three (3%) percent of the gross lease amount and three (3%) percent for expansions by existing tenants after five years. Said fees to be payable on the effective date of the lease, extension, option or renewal. The AGENT shall act as the exclusive listing Broker for any space becoming available during the term hereof, and the specific lease terms will be set forth in a separate Listing Agreement between the parties which shall designate the agent(s) acting as Landlord's Limited agent(s)

FOR SALE: The OWNER further agrees that in the event during the term of this Management Agreement or renewal thereof, he should sell the above described premises, that the AGENT shall act as the sole and exclusive Broker and to pay AGENT a fee of six (6%) percent of the gross selling price.

FOR LATE RENTALS: The AGENT and OWNER shall equally split all late rental fees that are collected over and above the regularly scheduled income due. This fee shall be payable only upon the actual collection of the late charges.

FOR REPAIRS AND REMODELING: The AGENT shall receive eight (8%) percent of the cost of any major repair or remodeling expenses in excess of \$2,000, and outside the scope of normal operating repairs and maintenance, and singular component replacements.

RESERVE FUNDS - A reserve fund of \$10,000.00 will be kept in either trust or savings account at all times to ensure funds are available for cash flow shortages. Owner will provide additional funds when necessary for any additional cash shortfalls.

RIGHT TO TERMINATE - AGENT retains the right to terminate this management agreement if the OWNER will not authorize or provide funds adequate to maintain the premises at a satisfactory level, or if AGENT is restricted in its ability to reasonably carryout the OWNER's responsibilities under lease agreements.

AGENT:
INVESTORS REALTY, INC.

OWNER:
MATCON, L.L.C.

BY: *R. J. Wray*

John Krecek

Director of Property Management

BY: *Anne Marcotte*

Print Name: Anne Marcotte

Title: _____

BY: *Mary Johnson*

Print Name: Mary Johnson

Title: _____

EXHIBIT B

CITY OF COLUMBUS, NEBRASKA

23RD STREET CORRIDOR AREA REDEVELOPMENT PLAN ADMINISTRATIVE AMENDMENT AND REDEVELOPMENT CONTRACT (MATCON L.L.C. PROJECT)

This 23rd Street Corridor Area Redevelopment Plan Administrative Amendment and Redevelopment Contract (“**Plan Amendment and Redevelopment Contract**”) is made and entered into as of the ____ day of March, 2024 (the “**Effective Date**”), by and between the Community Development Agency of the City of Columbus, Nebraska (the “**CDA**”) and Matcon LLC (“**Owner**”).

WITNESSETH:

WHEREAS, pursuant to the Nebraska Community Development Law, Sections 18-2101, et. seq. (the “**Act**”), the City Council of the City of Columbus, Nebraska (the “**City**”), adopted and approved a plan entitled “Amendment to Redevelopment Plan for the 23rd Street Corridor Redevelopment Area” (the “**Plan**”) for redevelopment within the blighted and substandard 23rd Street Corridor Redevelopment Area;

WHEREAS, Owner has submitted a proposal for a project within the 23rd Street Corridor Redevelopment Area in conformance with the goals and objectives of the Plan (the “**Redevelopment Project**”), which contemplates redevelopment of certain real estate owned by Owner (the “**Project Site**”), all as more particularly described on that certain Application for the City of Columbus Area 6 Neighborhood Beautification Grant Program, attached hereto as Exhibit “A” (the “**Application**”); and

WHEREAS, the CDA proposes to authorize issuance of its tax increment revenue grant (the “**Grant**”), to provide for eligible costs relating to the Redevelopment Project; and

WHEREAS, Owner seeks the assistance of the CDA for the costs of the eligible improvements for the Redevelopment Project and therefore is willing to agree to the conditions herein set forth as an inducement to the CDA to issue the Grant.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the CDA and Owner do hereby agree, covenant and warrant as follows:

Section 1. Administrative Amendment of Plan.

This Plan Amendment and Redevelopment Contract hereby incorporates the Plan by this reference. In conformance to Section 18-2117 of the Act, this Plan Amendment and Redevelopment Contract shall constitute a non-substantial modification of the Plan for the purpose of setting forth the Redevelopment Project in furtherance of the Redevelopment Area 6 Neighborhood Development Program (as defined in the Plan), pursuant to and in accordance with the Plan.

Section 2. Representations, Warranties and Covenants of Owner.

Owner hereby represents, covenants and warrants as follows:

- (a) Owner is authorized to enter into and perform its obligations under this Plan Amendment Redevelopment Contract and, to the best of the knowledge of Owner, is not in violation of the laws of the State of Nebraska.
- (b) Owner shall construct the Redevelopment Project in strict conformance with the terms and specifications set forth in the attached Application, and in accordance with the terms of this Plan Amendment and Redevelopment Contract and the Plan, or amendments thereof, and all applicable local, state and federal laws and regulations (including, without limitation, environmental, zoning, building code and public health laws and regulations).
- (c) Owner or its assignee shall complete the Redevelopment Project within twelve (12) months of the Effective Date, at an estimated cost of \$7,344.00.
- (d) Owner will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Redevelopment Project. Owner, for itself and its successors and assigns, agrees that during the construction of the Redevelopment Project, Owner will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance.
- (e) Owner agrees that any contractor providing services related to the Redevelopment Project will utilize the federal immigration verification system, as defined in Section 4-114, *Neb. Rev. Stat.*, as amended or transferred, to determine the work eligibility status of new employees physically performing services on the Redevelopment Project.
- (f) Owner owns the Project Site, in fee simple and free from any liens, encumbrances, or restrictions which would prevent the performance of this Plan Amendment and Redevelopment Contract by Owner.
- (g) Owner shall maintain policies insuring the improvements located Project Site in an amount equal to at least ninety percent (90%) of their full insurable value. In the event of any casualty damage to the improvements on the Project Site, Owner agrees to repair and reconstruct such damaged portion or portions of the Redevelopment Project so that such reconstructed real property has a taxable value at least equal to the value as most recently determined prior to the event or events of casualty loss. Owner agrees to substantially effect such repair and reconstruction whether or not insurance proceeds are sufficient or available for such purposes.

- (h) Owner shall not protest any taxable valuation assessed for the Project Site, as determined by the appropriate assessing and taxing officials of Platte County, Nebraska, for purposes of local ad valorem real estate taxes, to an amount below the assessed valuation of the Project Site in the year of the Effective Date, plus the total estimated cost of the Redevelopment Project, as set forth in the Application.
- (i) Owner shall pay all local ad valorem real estate taxes for the Project Site as levied and assessed before the same become delinquent;
- (j) Owner shall retain copies of all supporting documents (as defined under section 18-2119(4) of the Act) actually generated and received by Owner in relation to the Redevelopment Project until December 31, 2039. This Section 2(j) shall survive termination of this Plan Amendment and Redevelopment Contract.

Section 3. Payment of Grant.

In consideration of Owner's construction of the Redevelopment Project, and in order to provide for payment of some of the eligible improvements for the Redevelopment Project, as described in the Application (the "**Eligible Costs**"), the CDA has awarded Owner with a Grant in the amount of \$3,672.00. The CDA's payment of said Grant funds to Owner is conditioned upon: (1) Owner's completion of the Redevelopment Project, as evidenced by a certificate of occupancy or such other materials requested by the CDA, prior to the date set forth in Section 2(c), above; (2) Owner's submission of paid invoices or other materials requested by and acceptable to the CDA, evidencing Owner's incurrence of Eligible Costs in an amount equal to or exceeding the Grant; and (3) Owner's strict adherence to all other terms and obligations under this Plan Amendment and Redevelopment Contract. Following the satisfaction of all foregoing conditions, the CDA shall pay the Grant funds to Owner within thirty (30) days of Owner's written request therefor.

Unless otherwise determined by the CDA, the proceeds of the Grant shall be applied to the costs described above. Unless otherwise determined appropriate by the CDA, the Grant shall be issued on the basis of interest which is includable in income for both federal and Nebraska State income taxes.

Section 4. Term; Breach; Revocation of Grant Funds.

Except as otherwise provided herein, this Plan Amendment and Redevelopment Contract shall remain in force and effect until the earlier of: December 31, 2039, or until Owner sells the Project Site to an unrelated third party. If Owner fails to comply with the terms of this Plan Amendment and Redevelopment Contract and/or if any representation or warranty made by Owner hereunder is untrue or becomes untrue during the term of this Plan Amendment and Redevelopment Contract, and such breach or misrepresentation has not been cured within thirty (30) days following the CDA's written notice to Owner of the same, then Owner shall be obligated to render payment to the CDA in an amount equal to all Grant funds previously disbursed to Owner, within fifteen (15) days after Owner's receipt of the CDA's written demand therefor.

Section 5. Indemnification; Penal Bond.

Owner hereby releases from and covenants and agrees that the CDA and the City, together with their governing body, officers, agents, including their independent contractors, consultants and legal counsel, servants and employees thereof (collectively, the “**Indemnified Parties**”) shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect arising from the Redevelopment Project or within the Project Site. Other than the Grant as prescribed herein, the Indemnified Parties shall not have any pecuniary obligation or monetary liability under this Plan Amendment and Redevelopment Contract. Specifically, but without limitation, the Indemnified Parties shall not be liable to Owner or any other third party for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder.

Additionally, Owner hereby agrees to indemnify and save the City and CDA harmless from any payment or liability to which the City or CDA may become subject for carrying out of any contract entered into by Owner with respect to the Redevelopment Project. If applicable, Owner agrees to provide to the CDA evidence that there is in effect a bond for the payment costs as required under Section 18-2151 of the Act.

Section 6. No Joint Venture.

Neither the CDA nor the City is or shall be regarded as the partner, joint venture or other jointly acting party with Owner for any purpose whatsoever and the undertakings and agreements on the part of the CDA herein provided for are undertaken solely pursuant to the provisions of the Act and for the limited governmental purposes of promoting and encouraging redevelopment of a blighted and substandard area.

Section 7. Miscellaneous.

- (a) Any notices required hereunder shall be delivered to the address of the Project Site, with respect to Owner, and to the Offices of the City of Columbus, Nebraska (attn.: City Administrator), with respect to the CDA.
- (b) This Plan Amendment and Redevelopment Contract may be executed in any number of counterparts, each of which shall constitute one and the same instrument.
- (c) This Plan Amendment and Redevelopment Contract shall be governed and construed in accordance with the laws of Nebraska.
- (d) Time shall be of the essence of this Plan Amendment and Redevelopment Contract.

(Signatures on following page)

IN WITNESS WHEREOF, the CDA and Owner have caused this Plan Amendment and Redevelopment Contract to be executed by their duly authorized representatives.

CDA:

COMMUNITY DEVELOPMENT AGENCY OF
THE CITY OF COLUMBUS, NEBRASKA

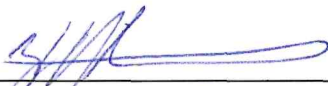
By: _____
Chairperson

ATTEST:

Secretary

OWNER:

MATCON LLC

By:  _____
Authorized Agent: Property Manager - Investors Realt

4. Adjournment.