

Community Development Agency following the 6p.m. City Council meeting
Tuesday, February 17, 2026 6:00 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.

...4-1407. 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.

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; applicability of section.

(1)(a) Except as provided in subsection (9) of this section, 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 committees, such notice shall be given by:

(A)(I) Publication in a newspaper of general circulation within the public body's jurisdiction that is finalized for printing prior to the time and date of the meeting, (II) posting on such newspaper's website, if available, and (III) posting on a statewide website, if available, established and maintained as a repository for such notices by a majority of Nebraska newspapers. Such notice shall be placed in the newspaper and on the websites by the newspaper; or

(B)(I) Posting to the newspaper's website, if available, and (II) posting to a statewide website, if available, established and maintained as a repository for such notices by a majority of Nebraska newspapers if no edition of a newspaper of general circulation within the public body's jurisdiction is to be finalized for printing prior to the time and date of the meeting. Such notice shall be placed in the newspaper and on the websites by the newspaper.

(ii) In the case of the governing body of a city of the second class or village, any advisory committee of such governing body, or the governing body of a rural or suburban fire protection district, such notice shall be given by:

(A)(I) Publication in a newspaper of general circulation within the public body's jurisdiction that is finalized for printing prior to the time and date of the meeting, (II) posting on such newspaper's website, if available, and (III) posting on a statewide website, if available, established and maintained as a repository for such notices by a majority of Nebraska newspapers. Such notice shall be placed in the newspaper and on the websites by the newspaper;

(B)(I) Posting to the newspaper's website, if available, and (II) posting on a statewide website, if available, established and maintained as a repository for such notices by a majority of Nebraska newspapers if no edition of a newspaper of general circulation within the public body's jurisdiction is to be finalized for printing prior to the time and date of the meeting. Such notice shall be placed in the newspaper and on the websites by the newspaper; or

(C) Posting written notice in three conspicuous public places in such city, village, or district.

Such notice shall be posted by the public body 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.

(iv) In case of refusal, neglect, or inability of the newspaper to publish the notice, the public body shall (A) post such notice on its website, if available, (B) request the newspaper submit a post on a statewide website, if available, established and maintained as a repository for such notices by a majority of Nebraska newspapers, and (C) post such notice in a conspicuous public place in such public body's jurisdiction. The public body shall keep a written record of such posting pursuant to subdivision (1)(b)(iv)(A) and (C) of this section and a written record of the request to the newspaper pursuant to subdivision (1)(b)(iv)(B) of this section. The record of such posting shall be evidence that such posting was done as required and shall be sufficient to fulfill the requirement of publication.

(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, subsection (1) of section 70-1014, subsection (2) of section 70-1014.02, 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 (A) an organization created under the Interlocal Cooperation Act that sells electricity or natural gas, (B) an organization created under the Municipal Cooperative Financing Act, (C) a governing body of a risk management pool and any advisory committee of such governing body, or (D) any advisory committee of any state entity created in response to the Opioid Prevention and Treatment Act, such organization, governing body, or committee 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.

(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 (ii) of this section.

(9) This section does not apply to a meeting of the Nebraska Power Review Board or a public power district, a public power and irrigation district, an electric membership association, an electric cooperative company, a municipality having a generation and distribution system, or a registered group of municipalities if such meeting is subject to section 70-1034.

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; Laws 2024, LB287, § 74;
Laws 2024, LB399, § 4; Laws 2024, LB1370, § 8; Laws 2025, LB521, § 82.

Operative Date: May 31, 2025

Cross References

- **Emergency Management Act**, see section 81-829.36.
- **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.
- **Opioid Prevention and Treatment Act**, see section 71-2485.

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. Except for closed sessions called pursuant to section 84-1410, a public body shall allow members of the public an opportunity to speak at each meeting.

(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.

(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; Laws 2024, LB43, § 21.

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.

Annotations

- Under prior law, 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).

- 2. Resolution No. R26-27 approving redevelopment project submitted by Columbus East, LLC in conjunction with the Redevelopment Plan for the 23rd Street Corridor Redevelopment Area, awarding a revocable grant in the amount of \$1,682.57 for qualified improvements at E 3rd Ave & 23rd Street, and entering into a contract for the same.**

DRAFT

RESOLUTION NO. R26-27

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 COLUMBUS EAST, 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 Columbus East, 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 \$1,682.57, 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 _____

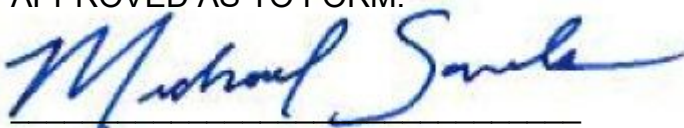
PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



SPECIAL CITY ATTORNEY

EXHIBIT A
Project Application

(See attached)

**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: Columbus East, LLC

Project Site Address: E 3rd Ave & 23rd St

Project Description (please describe below and attach a visual representation of your Project): _____
replace current landscaping that's overgrown.

Total Estimated Cost of Project: \$ 3365.15

Grant Amount Requested: \$ 1687.57

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>AC&L - dirt work, edging, sod, drip lines</u> | Cost: \$ <u>1435.00</u> |
| Item: <u>Plants</u> | Cost: \$ <u>930.15</u> |
| Item: <u>labor</u> | Cost: \$ <u>1000.00</u> |
| Item: _____ | Cost: \$ <u>3365.15</u> |
| Item: _____ | Cost: \$ _____ |

Estimated Start and Completion Date: May 1, 2026-May 30, 2026



AC&L Sprinklers Plus. L.L.C.
PO Box 1214
Columbus, NE 68602
+14025629187

Estimate

ADDRESS

Columbus East LLC
Attn: Michael Brittenham
315 E 23rd St
Columbus, NE 68601

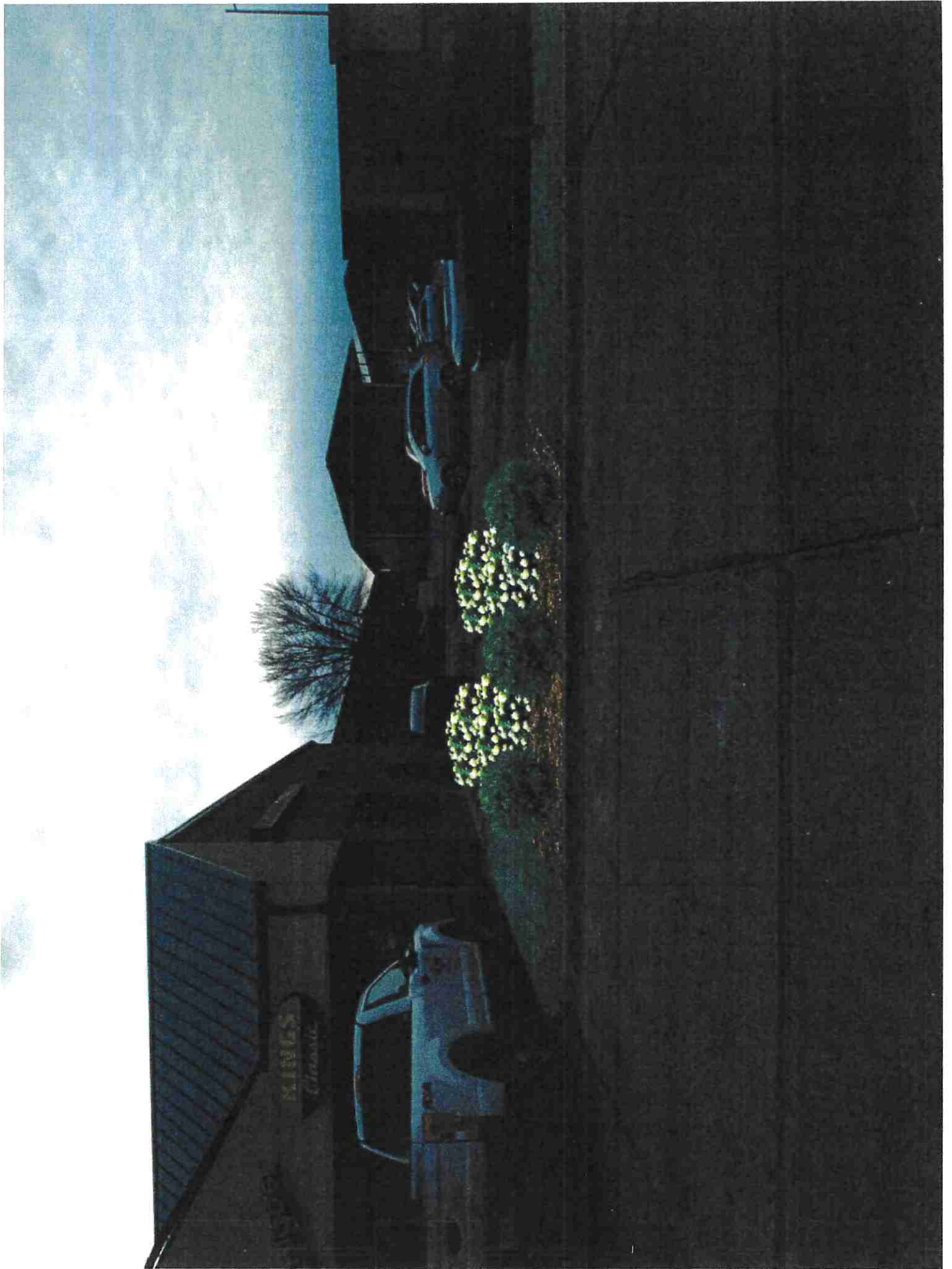
ESTIMATE # 1083

DATE 01/28/2026

| DESCRIPTION | AMOUNT |
|--|-------------------|
| Dirt work, edging 140', sod, drip for plants and mulch | 1,435.00 |
| Plants 11 Hydrangea Bo Bo and 3 18" Boxwood Green Velvet | 930.15 |
| Labor to complete project | 1,000.00 |
| | |
| SUBTOTAL | 3,365.15 |
| TAX | 0.00 |
| TOTAL | \$3,365.15 |

Accepted By

Accepted Date







CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/28/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY 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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER Michael Brittenham 315 E 23rd Street Columbus NE 686012824 | CONTACT NAME: Michael Brittenham PHONE (A/C, No, Ext): 402-564-4300 E-MAIL ADDRESS: michael.brittenham.le2y@statefarm.com FAX (A/C, No): |
| | INSURER(S) AFFORDING COVERAGE INSURER A : State Farm Fire and Casualty Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : |
| INSURED COLUMBUS EAST LLC 960 S FAWN DR COLUMBUS NE 686015013 | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES 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 | ADD INSD | SUB WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|----------|---------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | N | N | 97-AA-0313-6 | 06/25/2025 | 06/25/2026 | EACH OCCURRENCE \$ 2,000,000 |
| | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 | | | | | | |
| | | | | | | | MED EXP (Any one person) \$ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY \$ 2,000,000 |
| | | | | | | | GENERAL AGGREGATE \$ 4,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| | | | | | | | \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | | | | | | | BODILY INJURY (Per person) \$ |
| | | | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ |
| | | | | | | | AGGREGATE \$ |
| | | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | PER STATUTE OTH-ER \$ |
| | | | | | | | E.L. EACH ACCIDENT \$ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| | |
|-----------------------------------|--|
| CERTIFICATE HOLDER | 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 This form was system-generated on 01/28/2026 |
|-----------------------------------|--|

EXHIBIT B
Redevelopment Contract

(See attached)

CITY OF COLUMBUS, NEBRASKA

**23RD STREET CORRIDOR AREA REDEVELOPMENT PLAN
ADMINISTRATIVE AMENDMENT AND REDEVELOPMENT CONTRACT**

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 _____, 20__ (the "**Effective Date**"), by and between the Community Development Agency of the City of Columbus, Nebraska (the “**CDA**”) and Columbus East, 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 \$3,365.15.
- (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 \$1,682.57. 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 venturer 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:

Columbus East, LLC

By: _____

Name: _____

Title: _____

- 3. Resolution No. R26-28 approving redevelopment project submitted by Becher Place Properties, in conjunction with the Redevelopment Plan for the 23rd Street Corridor Redevelopment Area, awarding a revocable grant in the amount of \$7,593.32 for qualified improvements at 1821-1831 23 Street, and entering into a contract for the same.**

RESOLUTION NO. R26-28

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 BECHER PLACE PROPERTIES 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 Becher Place Properties ("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 \$7,593.32, 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 _____

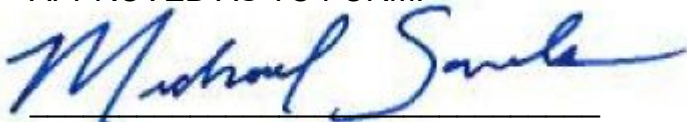
PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



SPECIAL CITY ATTORNEY

EXHIBIT A
Project Application

(See attached)

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: John Curry
Print Name: John Curry
Date: 1-31-26



Birddog Electric LLC

36247 North 470th Street | Genoa, Nebraska 68640
402-276-2041 | BirddogelectricNE@gmail.com

RECIPIENT:

Becher Place Properties

PO BOX 8
Columbus, NE 68601

Quote #51

Sent on Jan 30, 2026

Total \$10,465.00

SERVICE ADDRESS:

1903 23rd Street
Columbus, Nebraska 68601

| Product/Service | Description | Qty. | Unit Price | Total |
|-----------------|---|------|-------------|-------------|
| Base Bid | Included in this proposal: Installation of strut system around the capstone of the building to mount lighting system and conduit Installation of new 120v circuit, for 3 outlets to power the owner provided lighting system. (wire, conduit, raintight fittings, outdoor rated outlets) Installation of owner provided lighting system. Electrical Permit and Inspection fees. | 1 | \$10,465.00 | \$10,465.00 |

Total \$10,465.00

This quote is valid for the next 30 days, after which values may be subject to change.

*x 1/3 =
3,453.45*

EXHIBIT B
Redevelopment Contract

(See attached)

CITY OF COLUMBUS, NEBRASKA

**23RD STREET CORRIDOR AREA REDEVELOPMENT PLAN
ADMINISTRATIVE AMENDMENT AND REDEVELOPMENT CONTRACT**

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 _____, 20__ (the "**Effective Date**"), by and between the Community Development Agency of the City of Columbus, Nebraska (the “**CDA**”) and Becher Place Properties (“**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 \$15,186.65.
- (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 \$7,593.32. 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 venturer 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:

Becher Place Properties

By: _____

Name: _____

Title: _____

- 4. Resolution No. R26-29 approving redevelopment project submitted by Becher Place Properties, in conjunction with the Redevelopment Plan for the 23rd Street Corridor Redevelopment Area, awarding a revocable grant in the amount of \$4,634.25 for qualified improvements at 1837-1925 23 Street, and entering into a contract for the same.**

RESOLUTION NO. R26-29

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 BEACHER PLACE PROPERTIES 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 Becher Place Properties ("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 \$4,634.25, 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 _____

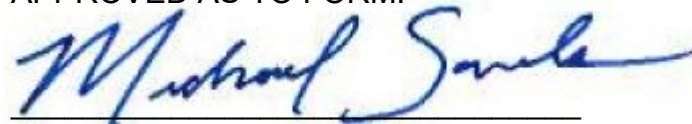
PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



SPECIAL CITY ATTORNEY

EXHIBIT A
Project Application

(See attached)

**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: Becher Place Properties

Project Site Address: 1837-1925 23rd Street

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

Replace White shudders on each unit

Install outdoor lighting.

Cost of Lights

Total Estimated Cost of Project: \$ 9268.50

Grant Amount Requested: \$ 4634.25

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: Replace White Shudders on all units Cost: \$ 1,332.98

Item: Install Outdoor Lighting Cost: \$ 7011.55

Item: Cost of Lighting Cost: \$ 923.97

Item: _____ Cost: \$ _____

Item: _____ Cost: \$ _____

Estimated Start and Completion Date: Spring 2026

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: John Curry
Print Name: John Curry
Date: 1-31-26



Columbus
622 23rd St
Columbus, Nebraska 68601

Quotation

Quote No **1403697**
 Quote Date **01/27/2026**
 Expiration Date **02/03/2026**
 Print Date / Time **01/27/26 05:14 PM**
 Customer **01B5200**
 Contact Name
 Contact Number
 Quoted **LARRY W**
 Sales Rep **No Sales Rep**
 Ref **CHUCK FLEEMAN**
 False

Invoice Address
 BECHER PLACE PROPERTIES LLC
 PO BOX 8
 COLUMBUS, NE, 68601

Delivery Address
 BECHER PLACE PROPERTIES LLC
 PO BOX 8
 COLUMBUS, NE, 68601



| Special Instructions | Notes |
|----------------------|-------|
| | |

| Line | Item | Description | Qty/Footage | Price | Per | Total |
|------|------------------|--|-------------|--------|---------|----------|
| 1 | zz_SPEVSACC_1241 | PLYGEM WHITE LOUVERED SHUTTERS - STANDAL SIZE 14 1/2" WX 80" T (PAIR) | 11 EA | 107.07 | EA | 1,177.77 |
| 2 | CSH316214 | HX PPBL CONSCR 3/16X2 1/4 | 2 BX(100) | 34.00 | BX(100) | 68.00 |

PRICING: Unless specifically provided otherwise in a writing, all quotes must be accepted within 7 days from the Quote Date and or by the Expiration Date. Buyer must take delivery of all commodity materials within 40 days of the Expiration Date. All material deliveries outside the 40 days will be subject to repricing at date of delivery. All price quotes are valid only for the quantity, type and grade of materials. These pricing parameters also apply to wall panels, floor and roof trusses; even if lead-times extend past the 40 days. **ESTIMATING:** Estimates are not guaranteed to complete a project. As such, they are subject to clerical errors in computations and judgments as to quantities and specifications. Please review quotes carefully. If selective purchasing is made from this quote, we reserve the right to adjust pricing on these items. **RESTOCK:** All unused stock materials returned to Seller for credit are subject to a handling charge of up to 25%. No credit for returns is allowed on special order items unless the Seller's Supplier approves the return. Approved special order returns to Supplier are subject to applicable return charges and require additional time to process. No credit will be issued for dirty, weathered, damaged or unusable merchandise.

| | |
|-----------------|------------|
| Total Amount | \$1,245.77 |
| Sales Tax 7.00% | \$87.21 |
| Quotation Total | \$1,332.98 |



 A question? Visit our contact page



Enbrighten VIBE WiFi Color-Changing Permanent Outdoor Eternity Eave Lights, 108 Lights, 150ft. Black

Black / 150ft.

\$349.99





Enbrighten VIBE WiFi Color-Changing Permanent Outdoor Eternity Eave Lights, 108 Lights, 150ft. Black

\$349.99

★ 4.51

4 interest-free installments, or from **\$31.59**/mo with [shop Pay](#) [Check your purchasing power](#)

★★★★★ Mike

Set up very easy. Programming straight forward. Lights are beautiful.

★★★★★

These eave > amazing!

85103

Description



Cord Color: Black



Length: 150ft.

50ft.

100ft.

150ft.

● In stock, ready to ship

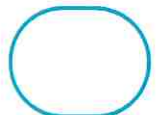
< 1 >

Add to cart

Enbrighten VIBE WiFi Color-Changing Permanent Outdoor Eternity Eave Lights, 108 Lights, 150ft. Black

Black / 150ft.

\$349.99





Home



Search



Shop



Cart



Account



Enbrighten VIBE WiFi Color-Changing Eternity Landscape Lights, 12 Lights, 50ft. Black Cord

\$129.99



Description

Enbrighten VIBE Eternity Lights are designed to transcend other permanent outdoor lights. They're built to make your home's lights an extension of your personality — lighting meets lifestyle. Each LED puck is expertly crafted using the highest quality RGBWIC LEDs, providing true-color illumination with full, rich colors. Perfect for every holiday, event or season, your dream lighting setup has endless color combinations, dynamic modes, customizable effects and more. Streamlined and simple, everything is controlled through the free Enbrighten app available in the Apple App Store and on Google Play.

Eternity Lights are created to last a lifetime. Weatherproof and rated for the elements, they'll only come down when you want them to. Using the patent-pending clips with included screws and premium 3M VHB tape, the strands are easily installed as eave lights, holiday lights, pergola lights, balcony lights and more. The subtle LED pucks are virtually invisible when installed and envelop your space in a cascade of color when on. For added flexibility, connect multiple strands or extensions up to 150ft. (200ft. for less output). You can even cut the end of the strand to fine-tune your setup. For your lifestyle, for forever - Enbrighten VIBE Eternity Lights.

Product Details

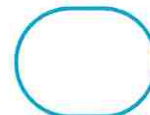
Features



Enbrighten VIBE WiFi Color-Changing Permanent Outdoor Eternity Eave Lights, 108 Lights, 150ft. Black

Black / 150ft.

\$349.99





Home



Search



Shop



Cart



Account

cable are included to enjoy straight out of the box

- Smart App – Pair to your 2.4GHz Wi-Fi through the Enbrighten app to accentuate your home with millions of color combinations, modes and effects plus schedules, automations and individual LED control create unique outdoor holiday dcor or accent lighting
- Lifetime DIY Installation – Simply snap the lights into the mounting brackets, which secure permanently with screws as well as high-quality tape, and link, flex or cut strands to create the layout of your dreams; 200ft. maximum length
- Ultimate Permanent Lights – These premium LEDs are created to last; the entire system meets ETL and NEC requirements for outdoor lighting, and its all-weather rating with -4F to 131F operating temperature ensures year-round enjoyment
- Make a Difference – 50% of net profits from your Enbrighten purchase are donated to causes providing food, water, shelter and disaster relief around the world

Instruction Manuals



Specs



Enbrighten VIBE WiFi Color-Changing Permanent Outdoor Eternity Eave Lights, 108 Lights, 150ft. Black

Black / 150ft.

\$349.99





enbrighten **Permanent Outdoor Lights**

works with

Lifetime Guarantee

Manual control using the power supply or the Enbrighten app

No Falling Lights
Tape and screws included

Cuttable

All-Weather IP Rating

Simply Plug In

Operating Temperature
-4°F to 131°F
-20°C to 55°C

Enbrighten VIBE WiFi Color-Changing Permanent Outdoor Eternity Eave Lights, 108 Lights, 150ft. Black

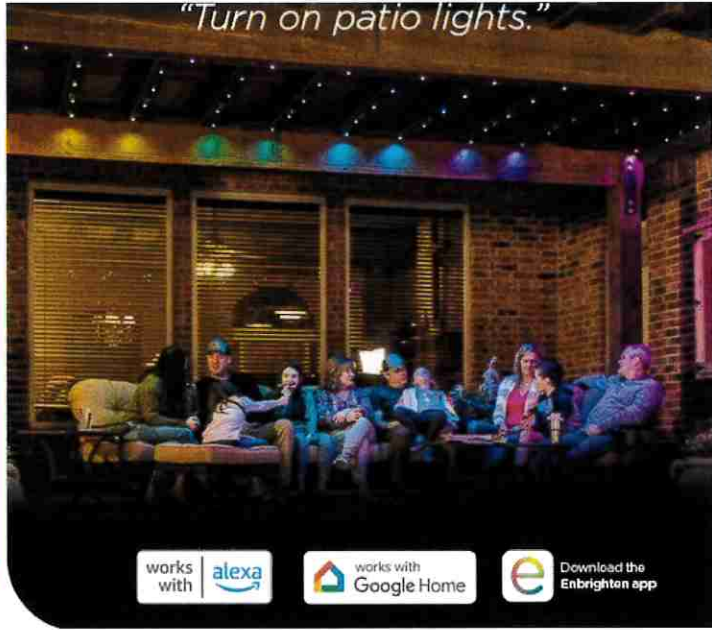
Black / 150ft.

\$349.99





| | | |
|----------------------------|---|---|
| Lifetime Warranty | ✓ | ✗ |
| 200ft. Linkable | ✓ | ✗ |
| ETL on Full Product | ✓ | ✗ |
| Cuttable | ✓ | ✗ |
| Mounting Clips with Screws | ✓ | ✗ |
| RGBWIC | ✓ | ✗ |
| Black and White Models | ✓ | ✗ |



Color Changing • White Select • Dimmable
Perfect for every holiday, event or season

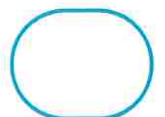
Let Your Style Shine

Diverse customization through the Enbrighten app creates a unique lighting experience

Enbrighten VIBE WiFi Color-Changing Permanent Outdoor Eternity Eave Lights, 108 Lights, 150ft. Black

Black / 150ft.

\$349.99



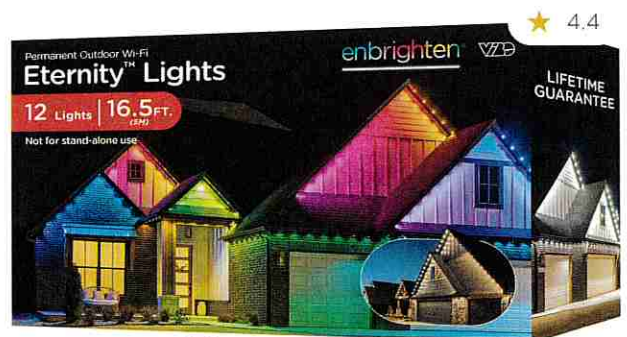


over \$50!

Free shipping over \$50!

Free shipping c

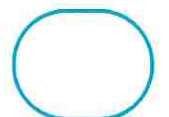
You may also like



Enbrighten VIBE WiFi Color-Changing Permanent Outdoor Eternity Eave Lights, 108 Lights, 150ft. Black

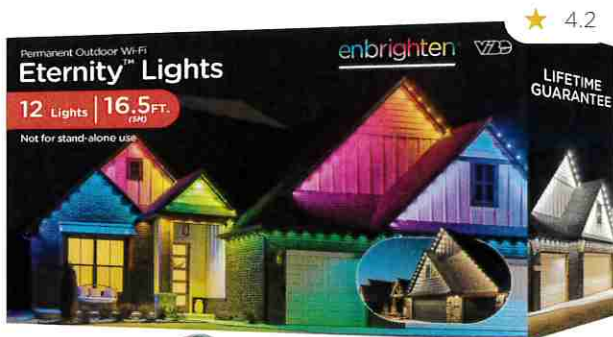
Black / 150ft.

\$349.99





\$52.99



★ 4.2



Enbrighten VIBE WiFi Eternity Eave Lights Extension Light Strand, 16.5ft. Black \$52.99



★ 4.4



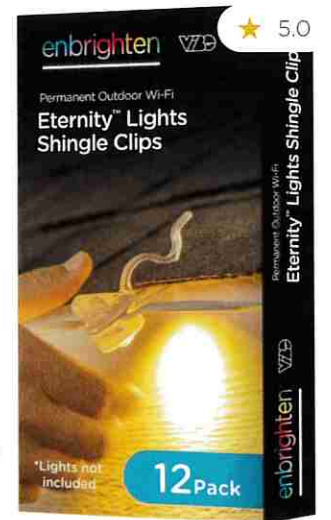
Enbrighten VIBE WiFi Color-Changing Permanent Outdoor Eternity Accent Lights, 24 Lights, 100ft. Black Cord \$249.99



★ 4.4



Enbrighten VIBE WiFi Color-Changing Permanent Outdoor Eternity Eave Lights, 108 Lights, 150ft. Black \$349.99



★ 5.0





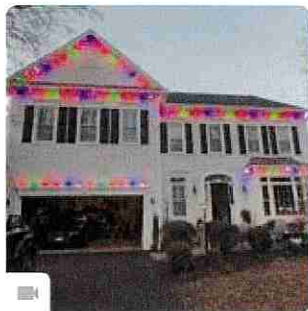
Customer Reviews

★★★★☆ 4.51 out of 5

Based on 211 reviews



Customer photos & videos



Enbrighten VIBE WiFi Color-Changing Permanent Outdoor Eternity Eave Lights, 108 Lights, 150ft. Black

Black / 150ft.

\$349.99





Verified

Search



Highest Rating



01/13/2026

Anonymous

Makes the house look awesome

Makes the house look awesome.



01/05/2026

Patrick Jensen



01/10/2026

Mike

Set up very easy

Set up very easy. Programming straight forward. Lights are beautiful.



01/02/2026

Anonymous

Love the preset scenes

Love the presets for occasions and team colors. The ability to create your own scenes is a plus as well

Enbrighten VIBE WiFi Color-Changing Permanent Outdoor Eternity Eave Lights, 108 Lights, 150ft. Black

Black / 150ft.

\$349.99





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install and I like how a screw is put into every light base to keep them in place. App is easy to use with lots of preset options.

Load More



Customer Service

Available Mon-Fri, 7am-6pm (CDT).
Contact us at 800-225-0653.



Free Fast Shipping

Get free shipping on orders of \$50 or more.



Enbrighten Gives Back

50% of the net profits from every purchase are donated to charity.



Enbrighten VIBE WiFi Color-Changing Permanent Outdoor Eternity Eave Lights, 108 Lights, 150ft. Black

Black / 150ft.

\$349.99





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Enbrighten VIBE WiFi Color-Changing Permanent Outdoor Eternity Eave Lights, 108 Lights, 150ft. Black

Black / 150ft.

\$349.99





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First Name

Email

Phone Number (Optional)

By submitting this form, you consent to receive informational (e.g., order updates) and/or marketing texts (e.g., promotional offers) from Enbrighten including texts sent by autodialer. Consent is not a condition of purchase. Msg & data rates may apply. Msg frequency varies. Unsubscribe at any time by replying STOP or clicking the unsubscribe link (where available). [Privacy Policy & Terms](#)

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Enbrighten VIBE, VIBE WiFi, Color-Changing, Eternity Eave, Eternity Eave Lights, 108 Lights, 150ft, Black are trademarks or registered trademarks of their respective owners and under license to Jasco Products LLC, 10 E Memorial Rd, Oklahoma City, OK 73114. Powered by Shopify

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Enbrighten VIBE WiFi Color-Changing Permanent Outdoor Eternity Eave Lights, 108 Lights, 150ft. Black

Black / 150ft.

\$349.99





50% Of Net Profits Given to Charity



4

Your cart

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Enbrighten VIBE WiFi
 Color-Changing
 Permanent Outdoor
 Eternity Eave Lights, 108
 Lights, 150ft. Black

Black
 150ft.
 \$349.99

4

Remove

Estimate shipping rates





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Account

You are eligible for free shipping.

Subtotal

\$1,399.96 USD

Taxes included and shipping calculated at checkout.

Check out

amazon pay



We accept





Birddog Electric LLC

36247 North 470th Street | Genoa, Nebraska 68640
402-276-2041 | BirddogelectricNE@gmail.com

RECIPIENT:

Becher Place Properties

PO BOX 8
Columbus, NE 68601

Quote #51

Sent on Jan 30, 2026

Total \$10,465.00

SERVICE ADDRESS:

1903 23rd Street
Columbus, Nebraska 68601

| Product/Service | Description | Qty. | Unit Price | Total |
|-----------------|---|------|-------------|-------------|
| Base Bid | Included in this proposal: Installation of strut system around the capstone of the building to mount lighting system and conduit Installation of new 120v circuit, for 3 outlets to power the owner provided lighting system. (wire, conduit, raintight fittings, outdoor rated outlets) Installation of owner provided lighting system. Electrical Permit and Inspection fees. | 1 | \$10,465.00 | \$10,465.00 |

Total \$10,465.00

This quote is valid for the next 30 days, after which values may be subject to change.

x 2/3 =
7011.55

EXHIBIT B
Redevelopment Contract

(See attached)

CITY OF COLUMBUS, NEBRASKA

**23RD STREET CORRIDOR AREA REDEVELOPMENT PLAN
ADMINISTRATIVE AMENDMENT AND REDEVELOPMENT CONTRACT**

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 _____, 20__ (the "**Effective Date**"), by and between the Community Development Agency of the City of Columbus, Nebraska (the “**CDA**”) and Becher Place Properties (“**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 \$9,268.50.
- (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 \$4,634.25. 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 venturer 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:

Becher Place Properties

By: _____

Name: _____

Title: _____

5. Resolution No. R26-30 approving redevelopment project submitted by JKAI LLC, in conjunction with the Redevelopment Plan for the 23rd Street Corridor Redevelopment Area, awarding a revocable grant in the amount \$12,452.50 for qualified improvements at 704 23 Street, and entering into a contract for the same.

DRAFT

RESOLUTION NO. R26-30

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 JKAI 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 JKAI 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 \$12,452.50, 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 _____

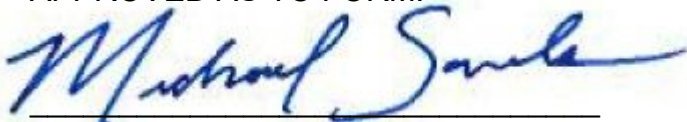
PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



SPECIAL CITY ATTORNEY

EXHIBIT A
Project Application

(See attached)

**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: CAVER Tire and Auto JKAI LLC

Project Site Address: 704 23rd St.

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

Versetta Stone install 1/2 way up all around
the office area. With that, it will have new
facia, window wrap and anything needed to complete
SDS.

Total Estimated Cost of Project: \$ 24,905.⁰⁰

Grant Amount Requested: \$ 15,000 - open \$12,452.50

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: _____ | Cost: \$ _____ |
| Item: _____ | Cost: \$ _____ |
| Item: _____ | Cost: \$ _____ |
| Item: _____ | Cost: \$ _____ |
| Item: _____ | Cost: \$ _____ |

Estimated Start and Completion Date: May/June When brick is warm
and done expanding.

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: Jason Coaver

Date: 1-30-2026



Columbus
622 23rd St
Columbus, Nebraska 68601

Quotation

Quote No **1403856**
 Quote Date **01/28/2026**
 Expiration Date **02/04/2026**
 Print Date / Time **01/28/26 03:43 PM**
 Customer **01CASHS**
 Contact Name
 Contact Number
 Quoted **ISAAC B**
 Sales Rep **I BOOTH**
 Ref **False**

Invoice Address
CASH SALES-001

Delivery Address
CASH SALES-001
GAVER TIRE



| Special Instructions | | Notes | | | | |
|----------------------|----------------|--|-------------|-------|-----|------------------|
| | | | | | | |
| Line | Item | Description | Qty/Footage | Price | Per | Total |
| 1 | | QUOTE | | | | |
| 2 | zz_SPESV_26289 | VERSETTA STONE TIGHT CUT NORTHERN ASH FL BDL 242 PCS | 121 EA | 78.39 | EA | 9,485.19 |
| 3 | zz_SPESV_26295 | VERSETTA STONE TIGHT CUT NORTHERN ASH CORNERS BDL 48 PCS | 24 EA | 78.39 | EA | 1,881.36 |
| 4 | zz_SPESV_26290 | CHARCOAL LIGHT BOX | 2 EA | 38.90 | EA | 77.80 |
| 5 | zz_SPESV_26291 | CHARCOAL RECEPTACLE BOX | 2 EA | 38.90 | EA | 77.80 |
| 6 | zz_SPESV_26292 | VERSETTA STARTER 7' 9" | 12 EA | 20.36 | EA | 244.32 |
| 7 | CSH14214 | HX PPBL CONSCR 1/4X2 1/4 | 200 EA | 0.43 | EA | 86.00 |
| 8 | | End of QUOTE | | | | 11,852.47 |
| 9 | Delivery | Delivery | | | | 10.00 |

PRICING: Unless specifically provided otherwise in a writing, all quotes must be accepted within 7 days from the Quote Date and or by the Expiration Date. Buyer must take delivery of all commodity materials within 40 days of the Expiration Date. All material deliveries outside the 40 days will be subject to repricing at date of delivery. All price quotes are valid only for the quantity, type and grade of materials. These pricing parameters also apply to wall panels, floor and roof trusses; even if lead-times extend past the 40 days. **ESTIMATING:** Estimates are not guaranteed to complete a project. As such, they are subject to clerical errors in computations and judgments as to quantities and specifications. Please review quotes carefully. If selective purchasing is made from this quote, we reserve the right to adjust pricing on these items. **RESTOCK:** All unused stock materials returned to Seller for credit are subject to a handling charge of up to 25%. No credit for returns is allowed on special order items unless the Seller's Supplier approves the return. Approved special order returns to Supplier are subject to applicable return charges and require additional time to process. No credit will be issued for dirty, weathered, damaged or unusable merchandise.

| | |
|------------------------|--------------------|
| Total Amount | \$11,862.47 |
| Sales Tax 7.00% | \$830.38 |
| Quotation Total | \$12,692.85 |



COMMON POLICY
DECLARATIONS

Renewal

Agent Copy
Account No. ACP0Y4326
Direct Bill
Agent Number: 700075

Named Insured:
GAVER TIRE & AUTO CENTER INC
704 23RD ST
COLUMBUS, NE 68601

Agent:
AMERICAN HEARTLAND
2118 23RD ST
PO BOX 1373
COLUMBUS, NE 68601

Account Period From: 12/13/2025 to 12/13/2026

Insured's Business: TIRE/AUTO CENTER

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This policy consists of the following coverages for which a premium is indicated. This premium may be subject to adjustment.

| Coverage | Policy Number | Premium |
|--|---------------|----------|
| Business Auto | CVY4326 | \$10,341 |
| Commercial Umbrella | UCY4326 | \$3,136 |
| Businessowners | WOY4326 | \$17,791 |
| Workers Compensation and Employers Liability | WCY4326 | \$7,511 |
| Total Premium | | \$38,779 |

Countersignature

Date

Date Issued 11/04/2025



Columbus
622 23rd St
Columbus, Nebraska 68601

Quotation

Quote No **1403930**
 Quote Date **01/29/2026**
 Expiration Date **02/05/2026**
 Print Date / Time **01/29/26 09:53 AM**
 Customer **01C6425**
 Contact Name
 Contact Number
 Quoted **LARRY W**
 Sales Rep **No Sales Rep**
 Ref

Invoice Address
 STEVE W. COLFORD
 MASTER ACCOUNT
 5120 38TH STREET
 COLUMBUS, NE, 68601

Delivery Address
 Job: 0001
 STEVE W. COLFORD
 SHOP ACCT
 5120 38TH STREET
 COLUMBUS, NE, 68601



| Special Instructions | Notes |
|----------------------|-------|
| | |

| Line | Item | Description | Qty/Footage | Price | Per | Total |
|------|-------------------|---|-------------|--------|-----|----------|
| 1 | QEBLTC24S | 24" X 50' BLACK 518 SMOOTH TRIM COIL QE | 1 EA | 133.47 | EA | 133.47 |
| 2 | zz_SPESSSPF_73913 | LP DK 4X8-3/8 CED PREF PANELS COLOR TBD | 12 EA | 105.08 | EA | 1,260.96 |
| 3 | zz_SPESSSPFACC_1' | LP DK 19/32" X 3" X 16' CED TRIM BATTEN COLOR TBD | 8 EA | 25.23 | EA | 201.84 |
| 4 | zz_SPEMRACC_1889I | 29 GA METAL FASCIA 10" X 1" X 14' 2" | 4 EA | 40.01 | EA | 160.04 |
| 5 | zz_SPEMRACC_1889 | 29 GA METAL FASCIA 10" X 1" X 10 2" | 4 EA | 27.35 | EA | 109.39 |
| 6 | 270806 | 28OZ PL400V SUBFLOOR ADHESIVE | 24 EA | 13.49 | EA | 323.76 |

PRICING: Unless specifically provided otherwise in a writing, all quotes must be accepted within 7 days from the Quote Date and or by the Expiration Date. Buyer must take delivery of all commodity materials within 40 days of the Expiration Date. All material deliveries outside the 40 days will be subject to repricing at date of delivery. All price quotes are valid only for the quantity, type and grade of materials. These pricing parameters also apply to wall panels, floor and roof trusses; even if lead-times extend past the 40 days. **ESTIMATING:** Estimates are not guaranteed to complete a project. As such, they are subject to clerical errors in computations and judgments as to quantities and specifications. Please review quotes carefully. If selective purchasing is made from this quote, we reserve the right to adjust pricing on these items. **RESTOCK:** All unused stock materials returned to Seller for credit are subject to a handling charge of up to 25%. No credit for returns is allowed on special order items unless the Seller's Supplier approves the return. Approved special order returns to Supplier are subject to applicable return charges and require additional time to process. No credit will be issued for dirty, weathered, damaged or unusable merchandise.

| | |
|-----------------|------------|
| Total Amount | \$2,189.46 |
| Sales Tax 7.00% | \$153.26 |
| Quotation Total | \$2,342.72 |

Mead Lumber-
Columbus, NE #01
To: Cash 1

QUOTE

Ship to: Mead Lumber- Columbus, NE #01
622 23rd St.
Columbus, NE 68601

Date: 01/29/2026
Quote: 357
PO: QUOTE
Job: COLFORD/GAVER
Order:
Total Weight: 53.868 lb

Bill To: Cash 1

| Line | Product | Description | Qty | UOM | Unit Price | Total Price |
|------|----------|--|---------|------|------------|-------------|
| 1 | TS9BK | Black,SP9L <i>4 Pieces @ 14' 2"</i> | 54.3056 | SQFT | 2.9471 | 160.04 |
| 2 | TS9BK102 | Black,SP9102 <i>4 Pieces @ 10' 2"</i> | 38.9723 | SQFT | 2.8068 | 109.39 |

Subtotal: \$269.43
Discounts: \$0.00
Account's Freight: \$0.00
Tax (0%): \$0.00
Total: \$269.43

Colford Construction

Page # _____ of _____ pages



Steve Colford, Owner
Columbus, NE 68601
402-276-6107

| | | | |
|--|-------|--|---------------|
| PROPOSAL SUBMITTED TO: <u>Baver Tire Pro</u> | | JOB NAME: <u>Gaver</u> | JOB # |
| ADDRESS: <u>704 23rd St.</u> | | JOB LOCATION: <u>Front of Building</u> | |
| <u>Columbus Ne 68601</u> | | DATE: <u>1/29/2026</u> | DATE OF PLANS |
| PHONE #: <u>(402) 564-1866</u> | FAX # | ARCHITECT | |

We hereby submit specifications and estimates for: Labor installing Versetta Stone on office. For labor to install Diamond Kote Soffitt panels on office. For labor to install Metal fascia. To wrap windows and front entry door.

We propose hereby to furnish ~~material~~ and labor – complete in accordance with the above specifications for the sum of:
 \$ 9,600.00 Dollars
 with payments to be made as follows: \$ 3000.00 Down rest as Job progresses.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted Steve Colford

Note — this proposal may be withdrawn by us if not accepted within 90 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____



www.OpalEnterprises.net

EXHIBIT B
Redevelopment Contract

(See attached)

CITY OF COLUMBUS, NEBRASKA

**23RD STREET CORRIDOR AREA REDEVELOPMENT PLAN
ADMINISTRATIVE AMENDMENT AND REDEVELOPMENT CONTRACT**

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 _____, 20__ (the "**Effective Date**"), by and between the Community Development Agency of the City of Columbus, Nebraska (the “**CDA**”) and JKAI 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 \$24,905.00.
- (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 \$12,452.50. 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 venturer 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: JKAI LLC

By: _____

Name: _____

Title: _____

6. Resolution No. R26-31 approving redevelopment project submitted by Cory and Keri Reeder, in conjunction with the Redevelopment Plan for the 23rd Street Corridor Redevelopment Area, awarding a revocable grant in the amount of \$15,000 for qualified improvements at 329 23 Street, and entering into a contract for the same.

RESOLUTION NO. R26-31

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 CORY AND KERI REEDER 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 Cory and Keri Reeder ("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 _____

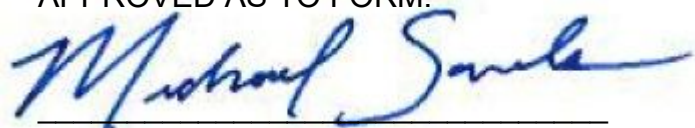
PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



SPECIAL CITY ATTORNEY

EXHIBIT A
Project Application

(See attached)

**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: Cory and Keri Reeder Maximus Resturant & Sports Bar

Project Site Address: 329 23rd Street, Columbus, NE 68601

Project Description (please describe below and attach a visual representation of your Project): _____
New Signage, stucco and Brick Repair Followed by paint of facade and building

Total Estimated Cost of Project: \$ 36,912.52

Grant Amount Requested: \$ 15,000

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>Sign and instulation</u> | Cost: \$ <u>18225.52</u> |
| Item: <u>Repair and Paint Facade</u> | Cost: \$ <u>18,687.00</u> |
| Item: _____ | Cost: \$ _____ |
| Item: _____ | Cost: \$ _____ |
| Item: _____ | Cost: \$ _____ |

Estimated Start and Completion Date: May 1 2026, May 30 2026


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: Cory Reeder
Date: 1/30/26



PROPOSAL

260203-01

Date: 01/27/2026

Expires: 05/31/2026

Drawing Numbers:

Project: Maximus / COLUMBUS / New Front of Building signage
329 23rd Street
Columbus, NE 68601

Client: Maximus | Restaurant & Sports Bar
329 23rd Street
Columbus, NE 68601

Contact: Cory Reeder 970.420.1070 Maximus@rbackent.com

We are pleased to offer this proposal for the following services at the above location.

Project Description: **Item Total:**

Love Signs to manufacture and install the following:

Front of Building Sign

- 1.) One (1) new sign cabinet internally illuminated with LED lighting. \$8,987.14

To read: Maximus Restaurant & Sports Bar

SEE DESIGN PROOF PAGES for more info.

Installed flush to building's exterior wall on front of building.

Note: Customer's electrician will need to connect to customer's electricity and do the "final hook up".

Pylon Sign

- 2.) Remove existing old retro frame and replace with two (2) new decorated sign faces \$6,538.38

SEE DESIGN PROOF PAGES for more info.

Note: Painting sign cabinet and updating or servicing sign lighting will be additional.

NEW Logo creation

- 3.) Create new modern updated logo for customer. \$200.00

See provided color pallet from customer.
And see what is being used now for logo.

Deposit Rate: 50%
Deposit: \$7,862.76

Subtotal: \$15,725.52

Salesperson: Tony Maxey

Buyer _____ Seller _____



PROPOSAL

260203-01

Date: 01/27/2026

Expires: 05/31/2026

Drawing Numbers:

Project: Maximus / COLUMBUS / New Front of Building signage
329 23rd Street
Columbus, NE 68601

Client: Maximus | Restaurant & Sports Bar
329 23rd Street
Columbus, NE 68601

Contact: Cory Reeder 970.420.1070 Maximus@rbackent.com

Total: \$15,725.52

Notes: All prices are subject to applicable sales tax. Prices are based on available information given at the time and are subject to change.

Exclusions: Sign permits, structural engineering, traffic control equipment and permits are not included in the above quotations and if required shall be invoiced on a time and material basis. Electrical services to the proposed sign(s), unless specifically quoted above, is assumed to be existing or provided by others.

Terms: All signs are custom built products and, at the option of the seller, require payment in advance with order. Installation price is due upon installation. Fifty percent is due upon acceptance and the balance due upon installation. 2% discount if paid in full upon acceptance. Contract prices are guaranteed for 14 days and may be subject to change after that time. An additional 3% transaction fee for credit card payments (2% Prepay discount does not apply if paying by credit or debit card).

Please remit payments to:

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

** Please reference invoice # on check **

Salesperson: Tony Maxey

Buyer's Acceptance _____ Title _____ Date _____

Seller's Acceptance _____ Title _____ Date _____



Project: 260203_02

Date: 01/23/2026

NORFOLK

GRAND ISLAND

LINCOLN

Maximus

329 23rd Street
Columbus, NE 68601

Exterior Signage

SIGN 1

One (1) new lit sign cabinet
(New sign to cover all of old lettering on building front.)



CABINET SIGN



norfolk • grand island • lincoln

1805 S 13th St
Norfolk, NE 68701
402.371.4674

www.LoveSignCo.com

Designer: Megan Falter

Sales: Tony Maxey

Location: Norfolk, NE

Date: 01/27/2026

PROJECT: 260203_02

Exterior Signage

CLIENT

Maximus
329 23rd Street
Columbus, NE 68601

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.

DRAWING APPROVED

CLIENT SIGNATURE

FOR PRESENTATION PURPOSES ONLY.
NOT CONSTRUCTION DOCUMENTS.



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WRITTEN PERMISSION FROM LOVE SIGN CO.



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1805 S 13th St
Norfolk, NE 68701
402.371.4674

www.LoveSignCo.com

Designer: Megan Falter

Sales: Tony Maxey

Location: Norfolk, NE

Date: 01/27/2026

PROJECT: 260203_02

Exterior Signage

CLIENT

Maximus
329 23rd Street
Columbus, NE 68601

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PAGE 2



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1805 S 13th St
Norfolk, NE 68701
402.371.4674

www.LoveSignCo.com

Designer: Megan Falter

Sales: Tony Maxey

Location: Norfolk, NE

Date: 01/27/2026

PROJECT: 260203_02

Exterior Signage

CLIENT

Maximus
329 23rd Street
Columbus, NE 68601

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PAGE 2

SIGN 2

Remove sign cabinet and refurbish.
Includes two (2) new decorated sign faces, painting sign cabinet, and updating to LED lighting.



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1805 S 13th St
Norfolk, NE 68701
402.371.4674

www.LoveSignCo.com

Designer: Megan Falter

Sales: Tony Maxey

Location: Norfolk, NE

Date: 01/27/2026

PROJECT: 260203_02

Exterior Signage

CLIENT

Maximus
329 23rd Street
Columbus, NE 68601

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W-S-A WORLD SIGN ASSOCIATES



UNITED STATES SIGN COUNCIL

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PAGE 3



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1805 S 13th St
Norfolk, NE 68701
402.371.4674

www.LoveSignCo.com

Designer: Megan Falter

Sales: Tony Maxey

Location: Norfolk, NE

Date: 01/27/2026

PROJECT: 260203_02

Exterior Signage

CLIENT

Maximus
329 23rd Street
Columbus, NE 68601

NOTICE

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LOGO DESIGN



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1805 S 13th St
Norfolk, NE 68701
402.371.4674

www.LoveSignCo.com

Designer: Megan Falter

Sales: Tony Maxey

Location: Norfolk, NE

Date: 01/27/2026

PROJECT: 260203_02

Exterior Signage

CLIENT

Maximus
329 23rd Street
Columbus, NE 68601

NOTICE

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DRAWING APPROVED

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W-S-A | WORLD SIGN ASSOCIATES



UNITED STATES SIGN COUNCIL

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WRITTEN PERMISSION FROM LOVE SIGN CO.

PAGE 5

J I P painting LLC
353 10th Ave #10
Columbus NE 68601

402 890 21 49

paint.jip@gmail.com

Estimate

Date: 1 / 30 / 2026

Rback Enterprises LLC
12 Timber wood drive
To: Reeders@rbackent.com

Location Máximus Building

| | DESCRIPTION | | UNIT PRICE | TOTAL |
|------------------|---------------|--------|--------------|-----------------------|
| North side wall | 1,564 sq ft | Primer | \$485.70 | |
| | | Paint | \$640.15 | \$1,125.85 |
| West side wall | 1,394 sq ft | Primer | \$304.75 | |
| | | Paint | \$548.70 | 853.45 |
| East side wall | 1,564 sq ft | Primer | \$485.70 | |
| | | Paint | \$640.15 | \$1,125.85 |
| South Side wall. | 1,394 sq ft | Primer | \$304.75 | |
| | | Paint | \$548.70 | \$853.45 |
| Aluminum Soffit | 276 sq ft | Primer | \$127.90 | |
| | | Paint | \$190.70 | \$318.60 |
| | Stucco repair | | \$1,728.67 | \$1,728.67 |
| | Labor | | | \$13,000.00 |
| | | | | |
| | | | Total | &18,687.27 |

Make check payable to: J I P painting LLC

If you have any questions concerning this in

Contact: Ismael Pastrana

402 890 21 49 or paint.jip@gmail.com

THANK YOU FOR YOUR BUSINESS

EXHIBIT B
Redevelopment Contract

(See attached)

CITY OF COLUMBUS, NEBRASKA

**23RD STREET CORRIDOR AREA REDEVELOPMENT PLAN
ADMINISTRATIVE AMENDMENT AND REDEVELOPMENT CONTRACT**

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 _____, 20__ (the "**Effective Date**"), by and between the Community Development Agency of the City of Columbus, Nebraska (the “**CDA**”) and Cory and Keri Reeder (“**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 \$36,912.52.
- (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. 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 venturer 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: Cory and Keri Reeder

By: _____

Name: _____

By: _____

Name: _____

- 7. Resolution No. R26-32 approving redevelopment project submitted by Mead Building Centers of Columbus Retail Store Real Estate LLC, in conjunction with the Redevelopment Plan for the 23rd Street Corridor Redevelopment Area, awarding a revocable grant in the amount of \$15,000 for qualified improvements at 622 23 Street, and entering into a contract for the same.**

RESOLUTION NO. R26-32

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 MEAD BUILDING CENTERS OF COLUMBUS RETAIL STORE REAL ESTATE 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 Mead Building Centers of Columbus Retail Store Real Estate 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 \$15,000.00, 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 _____

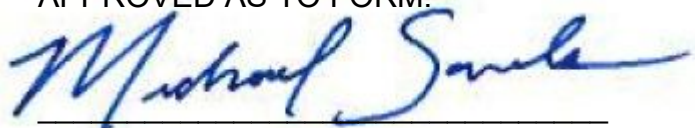
PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



SPECIAL CITY ATTORNEY

EXHIBIT A
Project Application

(See attached)

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

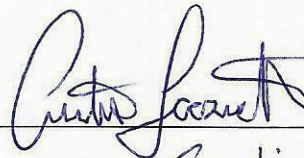
1. A site plan or visual representation of the Project.
2. All necessary building permits for the Project.
3. Proof of insurance for the Project Site.
4. Third party bid(s) for cost estimates.

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: Curtis Loosvelt

Date: 1-27-26



363 N. Elm GRAND ISLAND, NE. 68801-4650
 Phone: (308) 384-6335 Fax: (308) 384-0483

DATE: 09/24/2025

PROPOSAL: 13645-2A

Customer Information

Name; Address; City, State, Zip

Job Location

Or Ship To Address

Billing Address

Name; Address; City, State, Zip

| | | | | | |
|---|--------------|---|--|--|--|
| Mead Lumber Company Gavin Williams 605-342-4840 Gavin.williams@knechthomecenter.com | | Mead Lumber Company 320 West Blvd Rapid City SD 57701 | | Knecht Home Center 320 West Blvd Rapid City SD 57701 www.knechthc.com | |
| Customer Phone: | 605-342-4840 | Customer Fax: | | Email: | Gavin.williams@knechthomecenter.com |

TRICITY SIGN COMPANY will furnish buyer with one or more hereinafter described signs according to drawing number _____ and according to the terms and conditions hereunder.

Per: Exterior Signage

1) Manufacture and install (1) double face illuminated pylon sign to read: MEAD LUMBER. Sign size: 20'-6" x 16' at 33' overall height. To be new 2-pole structure with ID cabinet with channel letters attached, logo attached, logo attached on aluminum cabinet. Includes (1) double face 10mm LED display unit – size 5' x 10'. 10' clearance includes: pole covers – steel support poles – excavation – concrete – installation with power harness to base of sign. Engineering costs included. Install - Mid 2026 – Payment due Mid 2027.

Price \$68,000

In the event of excavating the pole sign footing hole, if there is rock, excessive debris and rock, unstable soil that will require additional excavation, hauling and forming for the concrete footing, additional engineering, rebar and concrete, all work will proceed on a time and material basis until the poles are set and footing is poured.

- A 3% convenience fee for any credit or debit card transactions
- 50% down payment, balance due upon completion
- Final electrical hook up to be completed by others
- Sales Tax Status: Taxable _____ Exempt _____ Sales Tax # _____ State _____

All signs are custom built products and, at the option of seller, require payment in advance with order. Installation price is due upon installation. It is the responsibility of the purchaser to provide electrical power to the sign and to provide the final hookup.

NOTE: This proposal may be withdrawn by us if not accepted within _____ days. This Contract with all conditions as noted, is herewith accepted by both parties.

Sales Representative

TRI-CITY SIGN COMPANY

 By Tim Marchese

 Title President

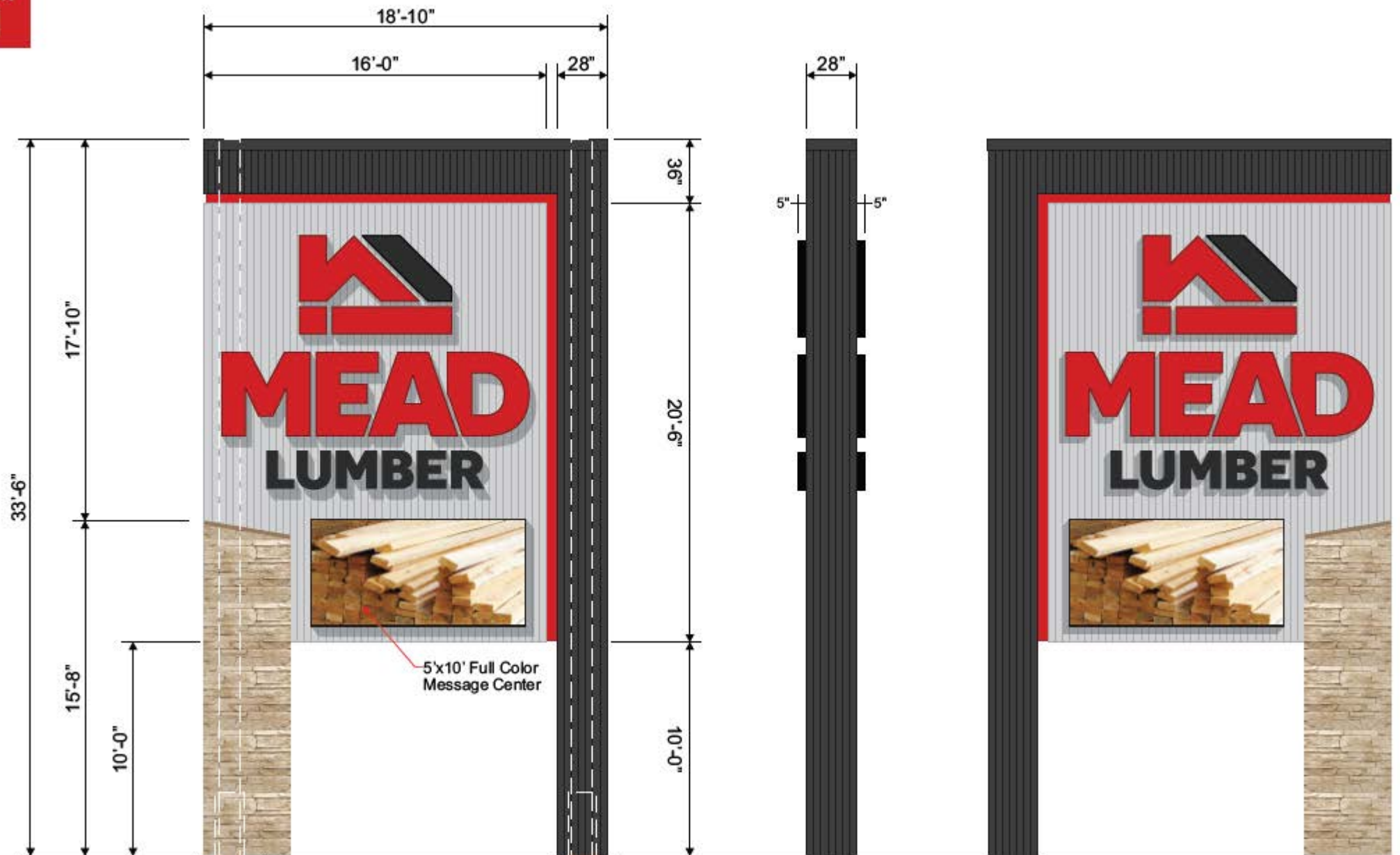
Purchaser

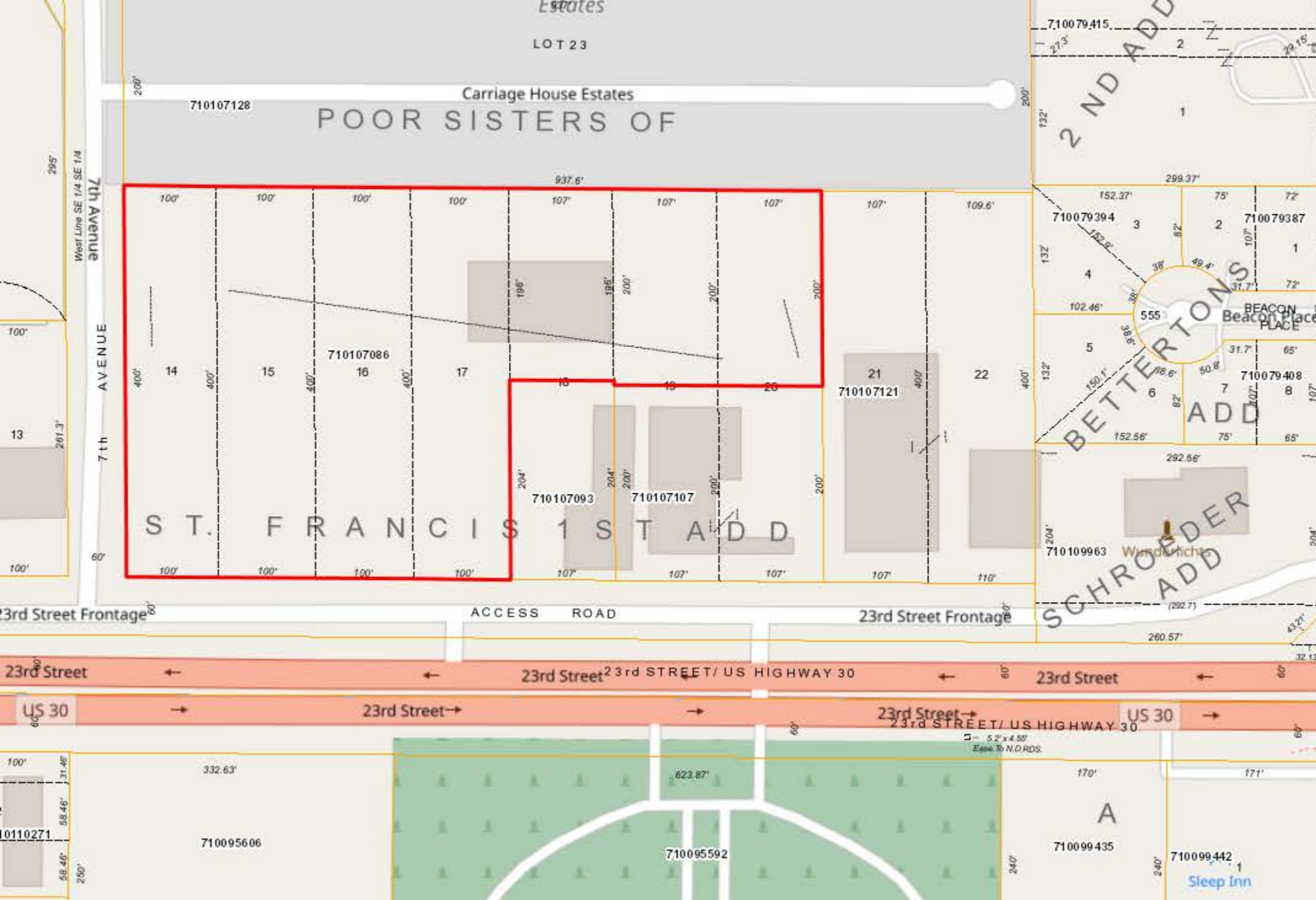
 By _____

 Title _____

 Guaranteed By _____

 Acceptance Date _____





| | |
|---------------------------|--|
| State Geo Code | 2405-00-0-11580-000-0210 |
| Cadastral # | 6-58 |
| Images | Photo #1 Photo #2 Sketch #1 Site Plan #1 |
| Current Owner: | MEAD BUILDING CENTERS OF COLUMBUS RETAIL STORE REAL ESTATE LLC 1740 BILL BABKA DR COLUMBUS, NE 68601 |
| Situs Address: | 622 23 ST COLUMBUS |
| Tax District: | 204 |
| School District: | COLUMBUS 1, 71-0001 |
| Account Type: | Commercial |
| Legal Description: | N196' OF LOT 18 & LOTS 19 & 20 EXC S200'THEREOF & LOTS 14,16,16,17 POOR SISTERS OF ST FRANCIS COLUMBUS |
| Lot Width: | N/A |
| Lot Depth: | N/A |
| Total Lot Size: | 223772.00 sq ft |

| Assessed Values | | | | |
|-----------------|-------------|-----------|-------------|-----------|
| Year | Total | Land | Outbuilding | Dwelling |
| 2025 | \$1,816,875 | \$895,660 | \$0 | \$921,215 |
| 2024 | \$169,210 | \$95,660 | \$0 | \$73,550 |

| Yearly Tax Information | | |
|------------------------|------------|----------|
| Year | Amount | Levy |
| 2025 | \$2,887.06 | 1.630042 |

EXHIBIT B
Redevelopment Contract

(See attached)

CITY OF COLUMBUS, NEBRASKA

**23RD STREET CORRIDOR AREA REDEVELOPMENT PLAN
ADMINISTRATIVE AMENDMENT AND REDEVELOPMENT CONTRACT**

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 _____, 20__ (the "**Effective Date**"), by and between the Community Development Agency of the City of Columbus, Nebraska (the “**CDA**”) and Mead Building Centers of Columbus Retail Store Real Estate 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 \$68,000.00.
- (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. 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.

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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.

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Neither the CDA nor the City is or shall be regarded as the partner, joint venturer 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.

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- (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.
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- (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: MEAD BUILDING CENTERS OF COLUMBUS
RETAIL STORE REAL ESTATE LLC

By: _____

Name: _____

Title: _____

- 8. Resolution No. R26-33 approving redevelopment project submitted by Robert Geilenkirchen, in conjunction with the Redevelopment Plan for the 23rd Street Corridor Redevelopment Area, awarding a revocable grant in the amount of \$10,262 for qualified improvements at 2216 22 Street, and entering into a contract for the same.**

RESOLUTION NO. R26-33

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 ROBERT GEILENKIRCHEN 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 Robert Geilenkirchen ("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 \$10,262 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 _____

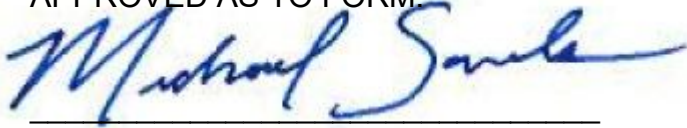
PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



SPECIAL CITY ATTORNEY

EXHIBIT A
Project Application

(See attached)

**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: Robert GeilenKirchen 564-8419

Project Site Address: 2216 22nd St.

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

replacing siding & gutters

Total Estimated Cost of Project: \$ 20,524

Grant Amount Requested: \$ 10,262

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>Gutters</u> | Cost: \$ <u>1540.00</u> |
| Item: <u>siding</u> | Cost: \$ <u>18,984.00</u> |
| Item: _____ | Cost: \$ _____ |
| Item: _____ | Cost: \$ _____ |
| Item: _____ | Cost: \$ _____ |

Estimated Start and Completion Date: spring 2026

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: Robert J. Geilenkirchen
Print Name: Robert J. Geilenkirchen
Date: 1-22-26

Proposal

DAVE EBNER SIKINS
1115 3rd ST
COL NE
270-3933

| | | |
|--|----------------------|---------------|
| PROPOSAL SUBMITTED TO: Robert Geilenkirchen | JOB NAME | JOB # |
| ADDRESS 2216 - 22 nd ST COL | JOB LOCATION SAME | DATE OF PLANS |
| PHONE # 564-8419 | DATE 1-18-26 | ARCHITECT |
| FAX # | | |

We hereby submit specifications and estimates for:

- Remove and Replace ALL GUTTERS
- Replace - With Seamless gutters with 3x4 Downspouts

TOTAL
\$ 1540

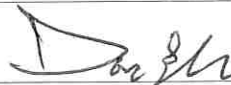
We propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of:

\$ TOTAL Upon completion _____ Dollars

with payments to be made as follows: _____

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted



Note - this proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature



Date of Acceptance _____

Signature _____

Proposal

DAVE Ebner Siding
1115 3rd ST
Columbus, NE
270-3933

| | | |
|---|-----------------------------|---------------|
| PROPOSAL SUBMITTED TO: Robert Geilenkirchen | JOB NAME | JOB # |
| ADDRESS 2216 - 22nd St Col. | JOB LOCATION SAME | DATE OF PLANS |
| PHONE # 564-8419 | DATE 1-18-26 | ARCHITECT |
| FAX # | | |

We hereby submit specifications and estimates for:

- Reside Home using Mastic Premium Vinyl Siding [Light Colors] 100% 12.10
- Install Foam Insulation behind Siding
- Apply Mastic Soffit AND Fascia System to home [Alum]
- Apply Mastic Trim Package (1) Picture window
- Install Vinyl Fixture Brackets: Gable Vents - Dryer Vents - Light Mts - Sill Cas Mts
- NO Posts or I-Beams

TOTAL
\$ 18,984

We propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of:

\$ 200 Down 50% when Start TOTAL when Complete Dollars

with payments to be made as follows: _____

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted

Dave Ebner

Note - this proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature

Robert J. Geilenkirchen

Date of Acceptance _____

Signature _____



Proposal and Acceptance

Office: 402-563-3965

Cell: 402-276-2495

3103 23rd Street
Columbus, Nebraska 68601
whiconst.mw@gmail.com

| | | | |
|--|----------------|-------------------------------|---------------------|
| Proposal Submitted to: Robert Geilenkirchen | | Phone Number: 402-564-8419 | Date: 01-22-2026 |
| Street: 2216 22 nd Street | | Job Name: Siding | |
| City, State & Zip Code: Columbus, NE 68601 | | Job Location: Same | |
| Architect: | Date of Plans: | Invoice #2230 | Job Phone: |

Description of work being done:

Siding:

- Supply & install vinyl siding color to be decided
- Supply & install 1/4" fanfold insulation board as needed before siding is installed
- Supply & install metal soffit and fascia as needed
- Supply & install all trim accessories needed for dryer vents, lights, and water spickets

Labor/materials/tax: \$ 24,500.54

Gutters:

- remove old gutters and dispose of
- Supply & install new seamless gutters and new down spouts as needed.

Labor/materials/tax: \$ 2,350.75

Thank You for your business

All work is warranted to be performed accordingly and completed in a workmanlike manner for the sum of:
Twenty six thousand eight hundred fifty one and 29/100-----Dollars (\$ **26,851.29**).

Payment to be made as follows:

50% down, and remainder due when job is finished Thank You.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on the above work to be taken out by Wurdeman's Home Improvements.

Authorized Signature Mark Wurdeman

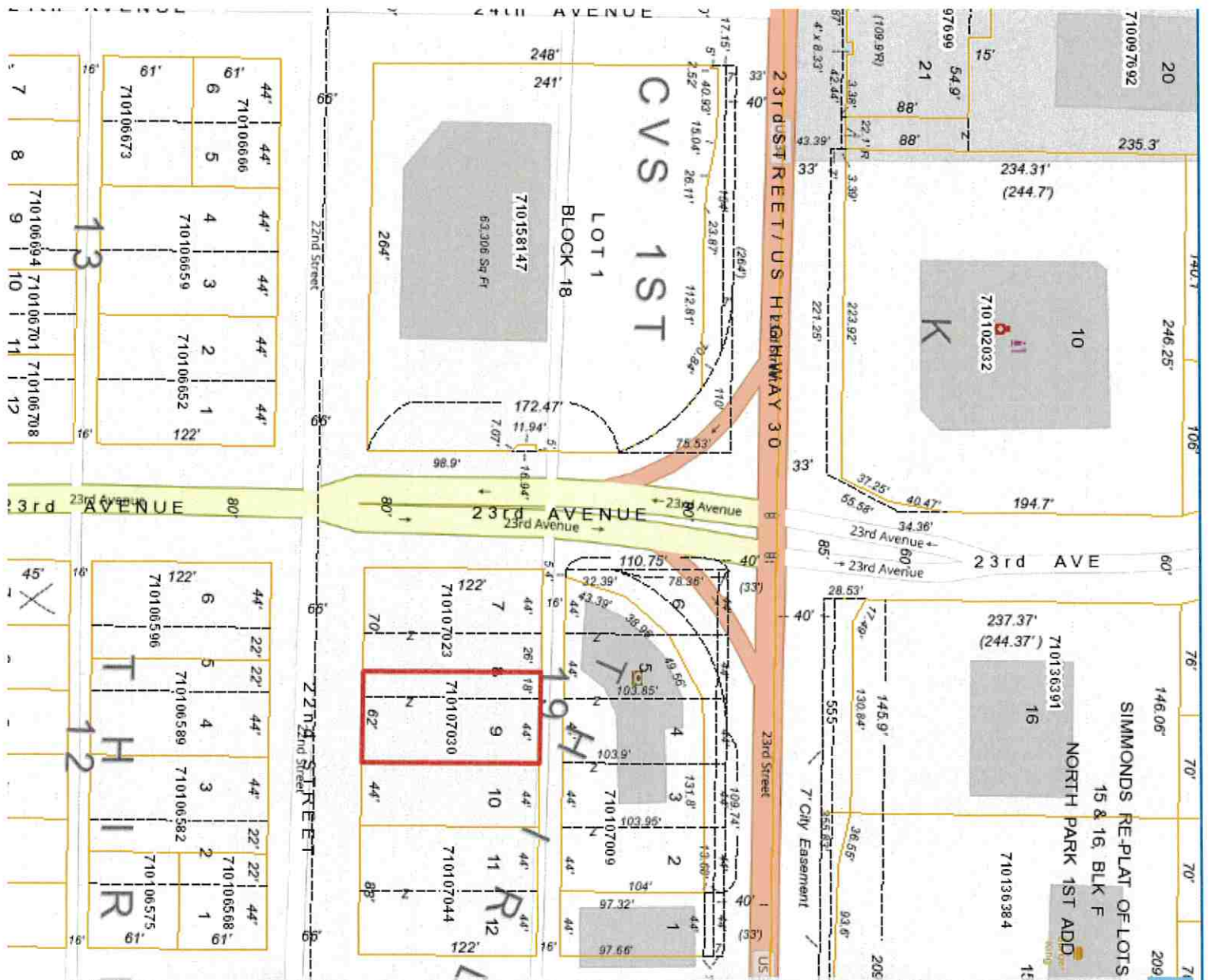
Note: This proposal may be withdrawn by us if not accepted within 20 days due to fluctuations of material costs.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance _____

Signature _____



Results

Total Lot Size: 7564.00 sq ft

Assessed Values

| Year | Total | Land | Outbuilding | Dwelling |
|------|-----------|----------|-------------|-----------|
| 2025 | \$148,490 | \$22,690 | \$0 | \$125,800 |
| 2024 | \$34,255 | \$1,890 | \$0 | \$32,365 |

Yearly Tax Information

| Year | Amount | Levy |
|------|--------|----------|
| 2025 | \$0.00 | 1.630042 |

2025 Tax Levy

| Description | Rate |
|---------------------------|------------|
| PLATTE COUNTY | 0.18643400 |
| AG SOCIETY | 0.00746800 |
| TIF 23 ST CORRIDOR PROJ | 1.63004200 |
| COLUMBUS 1 | 0.96528600 |
| COLUMBUS 1 BOND | 0.12098300 |
| ESU #7 | 0.01500000 |
| CENTRAL COMMUNITY COLLEGE | 0.02000000 |
| LOWER LOUP NRD | 0.02484100 |
| COLUMBUS CITY | 0.29003000 |

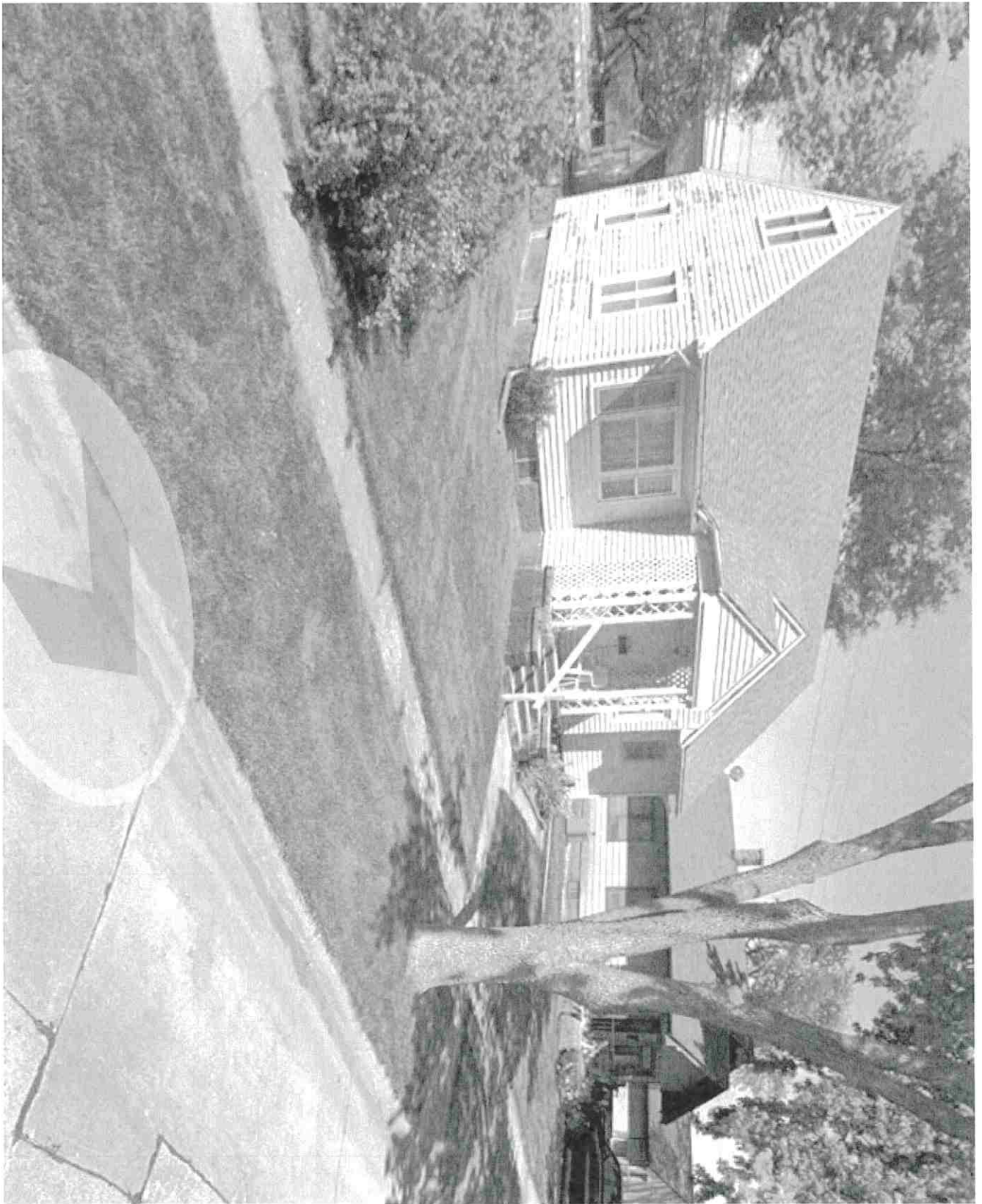
Sales Information

| Sale Date | Sale Price | Book & Page | Grantor | Parcel Ids |
|------------|------------|-------------|---------------------|------------|
| 05/16/2024 | \$0.00 | 257 / 209 | GELENKIRCHEN/ROBERT | J |

Site Last Updated: 1/22/2024
 710087143 6
 SpensStreets.com



06/04/2025



INSURANCE COMPANY
 6101 ANACAPRI BLVD., LANSING, MI 48917-3999

HOMEOWNERS POLICY DECLARATIONS

AGENCY RAMBOUR REALTY CO
 20-0087-00 Mkt Terr 084 (402) 564-2724

Renewal Effective 09-14-2025

INSURED ROBERT J GEILENKIRCHEN

POLICY NUMBER 49-249-007-01

Company Use 39-89-NE-1209

ADDRESS 2216 22ND ST
 COLUMBUS NE 68601-3318

Company Bill

| POLICY TERM | |
|-------------|------------|
| 12:01 a.m. | 12:01 a.m. |
| to | |
| 09-14-2025 | 09-14-2026 |

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

| | TERM |
|-------------------------------|-------------------|
| TOTAL POLICY PREMIUM | \$2,924.66 |
| PAID IN FULL DISCOUNT APPLIED | |

SOME OR ALL OF THE LOCATIONS ON THIS POLICY CONTAIN A SEPARATE DEDUCTIBLE FOR WINDSTORM OR HAIL LOSSES WHICH IS HIGHER THAN THE DEDUCTIBLE FOR ALL OTHER COVERED LOSSES.

LOCATION DESCRIPTION Homeowners Policy Form 3

2216 22nd St
 Columbus, NE 68601-3318

Frame Construction Built in 1950
 Asphalt Roof Updated in 2019
 Protection Class 4

PROPERTY AND LIABILITY COVERAGES

| | LIMITS |
|--|---------------|
| A Dwelling | \$248,500 |
| B Other Structures | 24,850 |
| C Personal Property | 173,950 |
| D Additional Living Expense and Loss of Rents | 49,700 |
| E Personal Liability (each occurrence) | 100,000 |
| Limitation of Liability for Specified Breeds of Dogs | 50,000 |
| F Medical Payments (each person) | 1,000 |

Section I Deductible

\$2,500 - Windstorm or Hail Deductible
 \$1,000 - All Other Peril Deductible

COVERAGES THAT APPLY

| | |
|--|----------|
| Personal Property Replacement Cost | |
| Other Structures Off Premises Replacement Cost | |
| Homeowners Plus | |
| Mortgage Extra Expense Coverage (\$1,000 Deductible) | \$250/mo |
| Refrigerated Products Coverage (\$250 Deductible) | 750 |
| Glass Breakage (\$250 Deductible) | |
| Domestic Appliance Seepage or Leakage (\$1,000 Deductible) | 50,000 |
| Tree Debris Removal | 1,500 |
| Credit and Fund Transfer Card Coverage | 1,000 |
| Ordinance or Law Coverage | 24,850 |
| Identity Theft Expense Coverage (\$250 Deductible) | 15,000 |
| Property Coverage Limitation for Fungi, Wet Rot, Dry Rot and Bacteria resulting from a covered cause of loss | 24,850 |
| Equipment Breakdown Coverage (\$500 Deductible) | 100,000 |
| Service Line Coverage (\$500 Deductible) | 10,000 |
| Loss Assessment Coverage | 2,500 |
| Fire Department Charges | 500 |

PREMIUM DISCOUNTS THAT APPLY

Home/Auto Multi-Policy Discount
 Protective Devices Discount
 Paid In Full Discount

EXHIBIT B
Redevelopment Contract

(See attached)

CITY OF COLUMBUS, NEBRASKA

**23RD STREET CORRIDOR AREA REDEVELOPMENT PLAN
ADMINISTRATIVE AMENDMENT AND REDEVELOPMENT CONTRACT**

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 _____, 20__ (the "**Effective Date**"), by and between the Community Development Agency of the City of Columbus, Nebraska (the “**CDA**”) and Robert Geilenkirchen (“**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 \$20,524.
- (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 \$10,262. 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 venturer 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: Robert Geilenkirchen

By: _____

Name: _____

Title: _____

9. Resolution No. R26-34 approving redevelopment project submitted by Fred Wunderlich, in conjunction with the Redevelopment Plan for the 23rd Street Corridor Redevelopment Area, awarding a revocable grant of \$15,000 for qualified improvements at 304 23 Street, and entering into a contract for the same.

DRAFT

RESOLUTION NO. R26-34

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 FRED WUNDERLICH 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 Fred Wunderlich ("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 _____, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



SPECIAL CITY ATTORNEY

EXHIBIT A
Project Application

(See attached)

**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.

FW Owner: Fred Wunderlich
Designated Representative Steve Wunderlich
Project Site Address: 304 23 st Columbus, Ne 68601

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

Awning Resurface

Total Estimated Cost of Project: \$ 38,207.98
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>Awning Resurface A-C</u> | Cost: \$ <u>38,207.98</u> |
| Item: _____ | Cost: \$ _____ |
| Item: _____ | Cost: \$ _____ |
| Item: _____ | Cost: \$ _____ |
| Item: _____ | Cost: \$ _____ |

Estimated Start and Completion Date: Spring 2026

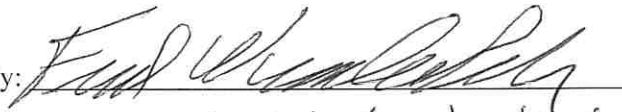
Attachments: You must attach the following items to this Application:

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: Fred Wunderlich
Date: 1-26-2026

Banks Wraps & Signs Design • Print • Fabrication • Installation
 1620 5TH AVE Central City, Nebraska 68826-9520
 banks@bankswraps.com
 (308) 624-4181

bankswraps.com



Quote 2076

Awning resurface

QUOTE DATE
 Tue, 09/09/2025
 QUOTE EXPIRY DATE
 Sat, 01/31/2026
 TERMS
 Due on receipt

REQUESTED BY
 Wunderlich's Catering and Bottle Shop
 304 23rd Street
 Columbus, NE 68601

CONTACT INFO
 Steve
 barleyshop@neb.twcbc.com
 (402) 910-6748

| # | ITEM | QTY | UOM | U.PRICE | TOTAL (EXCL. TAX) | TAXABLE |
|---|---|-----|------|-------------|-------------------|---------|
| 1 | Awning Resurface - Section A Section A: 30 ft awning length. 48"h X 48"d Removal of awnings Remove Awning material and re-surface with Cooley Brite II Apply Graphics using Orafol 8500 translucent vinyl Re-installation of awnings to exterior storefront | 1 | Each | \$9,208.48 | \$9,208.48 | Y |
| 2 | Awning Resurface - Section B Section B: 39 ft awning length. 84"h X 48"d Removal of awnings Remove Awning material and re-surface with Cooley Brite II Apply Graphics using Orafol 8500 translucent vinyl Re-installation of awnings to exterior storefront | 1 | Each | \$14,180.32 | \$14,180.32 | Y |
| 3 | Awning Resurface - Section C Section B: 50 ft awning length. 48"h X 48"d Removal of awnings Remove Awning material and re-surface with Cooley Brite II Apply Graphics using Orafol 8500 translucent vinyl Re-installation of awnings to exterior storefront | 1 | Each | \$12,672.86 | \$12,672.86 | Y |

This handcrafted quote is based on the specific information you've given us and is valid for 30 days.

Approval of this quote authorizes production and installation per the scope outlined. We require a 50% deposit to begin work on your project. Once we receive your deposit, we'll schedule your project and email you an estimated completion date. The remaining balance is due upon completion of your order.

Need to make that changes?

No problem - but please realize, changes to quantity or specifications will affect your price. We will provide you with an updated quote based on the changes.

Subtotal: \$36,061.66
Sales Tax (7%): \$2,146.32
Total: \$38,207.98

Downpayment (50.0 %)

\$19,103.99

SIGNATURE:

DATE:

BANQUET ROOMS

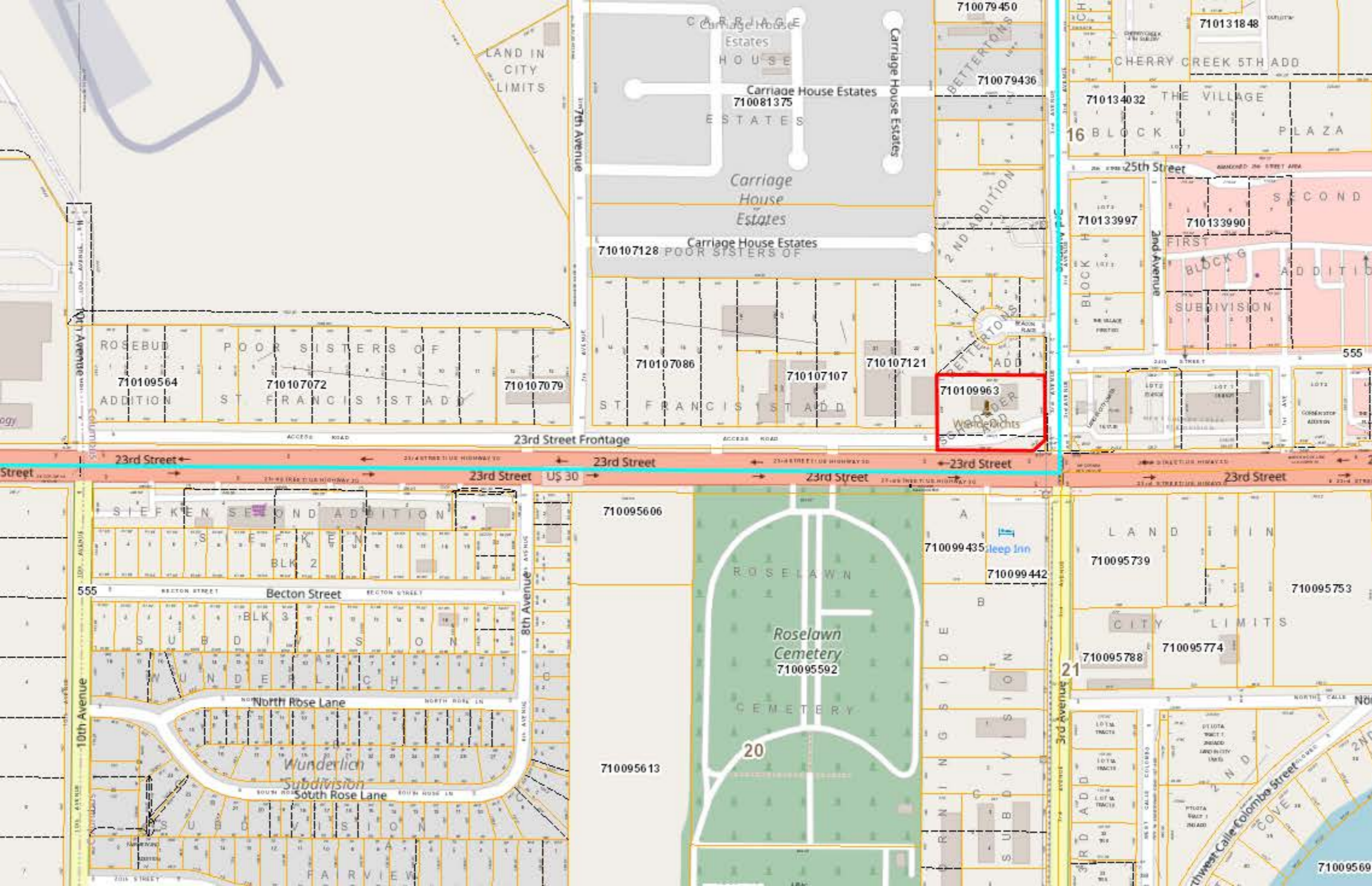


Wunderlichs
CATERING & BARLEY SHOPPE

LIQUOR BEER WINE DELI CHICKEN RIBS

BARLEY SHOPPE
BEER & WINE





Details

Platte County Assessor Report

Parcel Information

Parcel ID: 710109963

Map Number: SCH-ROE-00-0000-00300

State Geo Code: 2405-00-0-11830-000-0300

Cadastral #: 6-58

Images: Photo #1 Site Plan #1

Current Owner: WUNDERLICH/FREDERICK R 304 23 ST COLUMBUS, NE 68601

Situs Address: 304 23 ST COLUMBUS

Tax District: 204

School District: COLUMBUS 1, 71-0001

Account Type: Commercial

Legal Description: N204' S264' W292.7' E332.7' IN E1/2 E1/2SE SE 17-17-1E SCHROEDER COLUMBUS

Lot Width: N/A

Lot Depth: N/A

Total Lot Size: 59224.00 sq ft

| Assessed Values | | | | |
|-----------------|-----------|-----------|-------------|-----------|
| Year | Total | Land | Outbuilding | Dwelling |
| 2025 | \$801,565 | \$592,240 | \$0 | \$209,325 |
| 2024 | \$94,050 | \$92,240 | \$0 | \$1,810 |

Site Last Updated: 1/2/2025

EXHIBIT B
Redevelopment Contract

(See attached)

CITY OF COLUMBUS, NEBRASKA

**23RD STREET CORRIDOR AREA REDEVELOPMENT PLAN
ADMINISTRATIVE AMENDMENT AND REDEVELOPMENT CONTRACT**

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 _____, 20__ (the "**Effective Date**"), by and between the Community Development Agency of the City of Columbus, Nebraska (the “**CDA**”) and Fred Wunderlich (“**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 \$38,207.98.
- (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. 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 venturer 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: Fred Wunderlich

By: _____

Name: _____

Title: _____

10. **Adjournment.**