

Community Development Agency  
Tuesday, February 21, 2023 6:45 PM  
Council Chambers  
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 the office of the city clerk at City Hall, 2500 14 Street, Columbus, Nebraska. For more information, call 402-562-4224 or visit our website at [www.columbusne.us](http://www.columbusne.us).

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

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**NEBRASKA OPEN MEETINGS ACT**

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**84-1407. Act, how cited.**

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

**Source:** Laws 2004, LB 821, § 34.

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

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

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

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

**Annotations**

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

**84-1409. Terms, defined.**

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

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

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

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

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

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

**Operative Date: July 21, 2022**

**Annotations**

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

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

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

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

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

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

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

(c) Investigative proceedings regarding allegations of criminal misconduct;

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

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

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

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

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

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

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

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

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

**Annotations**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(v) An educational service unit;

(vi) The Educational Service Unit Coordinating Council;

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

(viii) A community college board of governors;

(ix) The Nebraska Brand Committee;

(x) A local public health department;

(xi) A metropolitan utilities district;

(xii) A regional metropolitan transit authority; and

(xiii) A natural resources district.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Cross References**

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

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

#### **Annotations**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Annotations**

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

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

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

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

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

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

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

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

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

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

**Effective Date: July 21, 2022**

**Annotations**

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

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

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

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

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

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

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

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

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

**Annotations**

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

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

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Source: [http://nebraskalegislature.gov/laws/display\\_html.php?begin\\_section=84-1407&end\\_section=84-1414](http://nebraskalegislature.gov/laws/display_html.php?begin_section=84-1407&end_section=84-1414)

Date: July 2022

- 2. Resolution No. R23-25 approving and adopting the redevelopment project submitted by Jeffrey A. Endorf in conjunction with the 23rd Street Corridor Area Redevelopment Plan, awarding a revocable grant in the amount of \$15,000 for the redevelopment project, and entering into a redevelopment contract for the same.**

## RESOLUTION NO. R23-25

A RESOLUTION OF THE CITY 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 JEFFREY A. ENDORF, IN ACCORDANCE WITH THE "AMENDMENT TO REDEVELOPMENT PLAN FOR THE 23RD STREET CORRIDOR REDEVELOPMENT AREA".

WHEREAS, the Mayor and City 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 City 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 "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 Jeffrey A. Endorf ("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 CITY 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 Council President 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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
COUNCIL PRESIDENT

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:



\_\_\_\_\_  
SPECIAL CITY ATTORNEY



# The City of Columbus

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

## memorandum

DATE: February 10, 2023  
TO: Tara Vasicek, City Administrator  
FROM: Jean Van Iperen, Planning & Economic Development Coordinator  
RE: 23<sup>rd</sup> St Neighborhood Beautification Program - Jeffrey A. Endorf

### RECOMMENDATION:

Approval of the 23 St Neighborhood Beautification project for Jeffrey A. Endorf for replacement of siding, windows, doors, trim and gutters on residence at 513 E 27th St

### DISCUSSION:

With the approval of the Redevelopment Plan for the 23<sup>rd</sup> Street Corridor Redevelopment Area (23<sup>rd</sup> Street Corridor Area District TIF Project) in 2021, the Council approved a grant program for the purpose of encouraging and incentivizing the enhancement and beautification of the Redevelopment Area through the 23<sup>rd</sup> Street Corridor Grant Program. The objectives of the program are to assist in redevelopment in order to encourage employment and economic development of the City as well as for the redevelopment of the blighted and substandard Redevelopment Area. A portion of the ad valorem taxes were placed in a special fund and allocated towards redevelopment in conformance with the objectives of the program. Applications for the program are due between January 1 and January 31 of each year. Educational material about the program as well as the link to the City website for the application were provided to property owners in November.

Jeffrey A. Endorf submitted an application by the deadline date asking for a grant for \$15,000 to assist with the replacement of siding, doors, windows, trim and gutters on his residence that is located in the Redevelopment area. This property is located in Area 6 blight and substandard area behind Carriage House Estates along 27<sup>th</sup> Street (a map showing the location of the home follows this memo). These activities are allowed under the plan. The grant dollars are reimbursed to the property owner only after the project is completed and the City has signed off on all building permits and the owner has submitted of paid invoices. The project will need to be completed within 12 months of notice of award.

### FISCAL IMPACT:

Total cost of project \$34,600.00 paid by Jeffrey A. Endorf with \$15,000 being reimbursed from grant funds once project is completed.

### ALTERNATIVE:

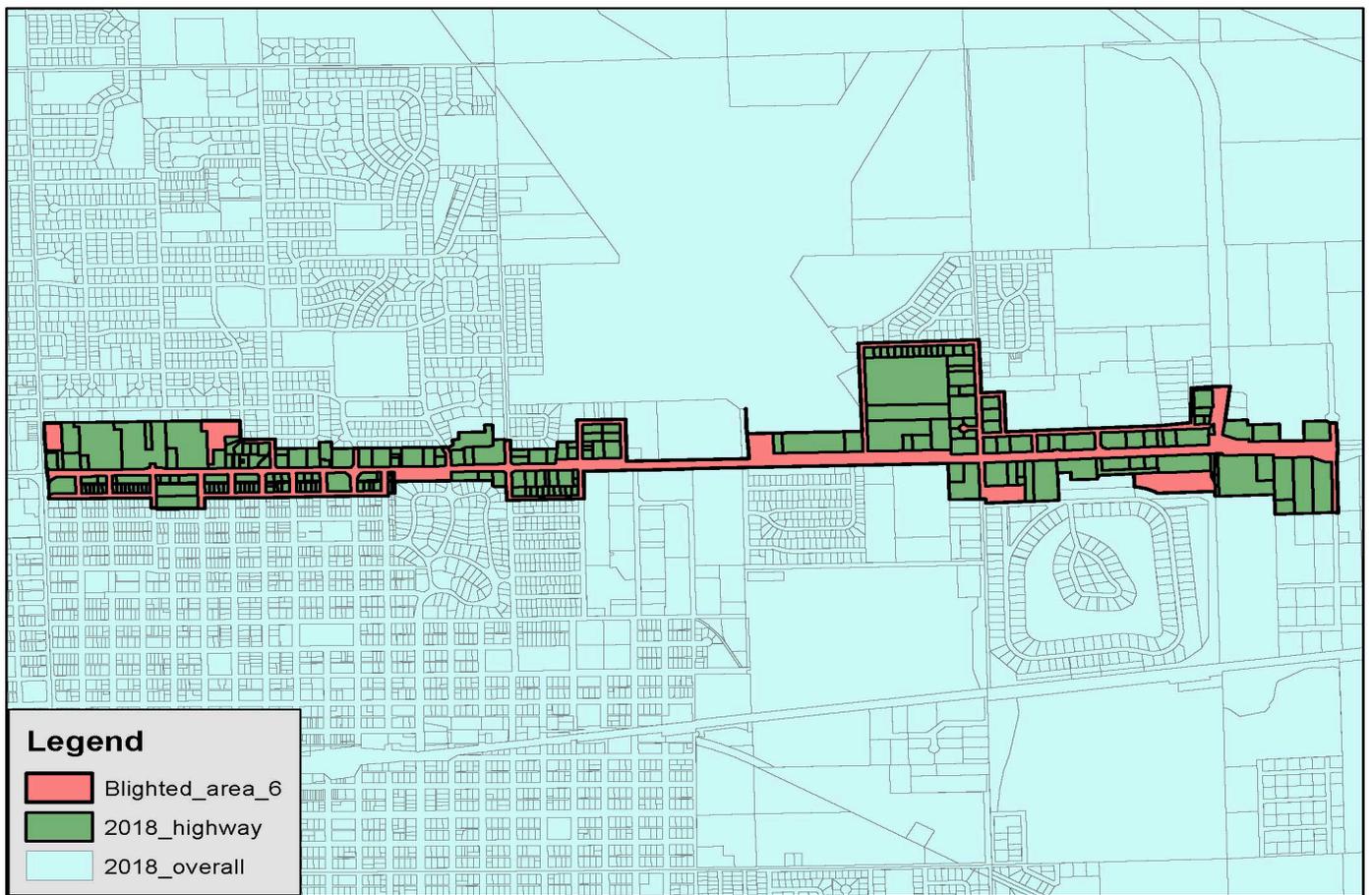
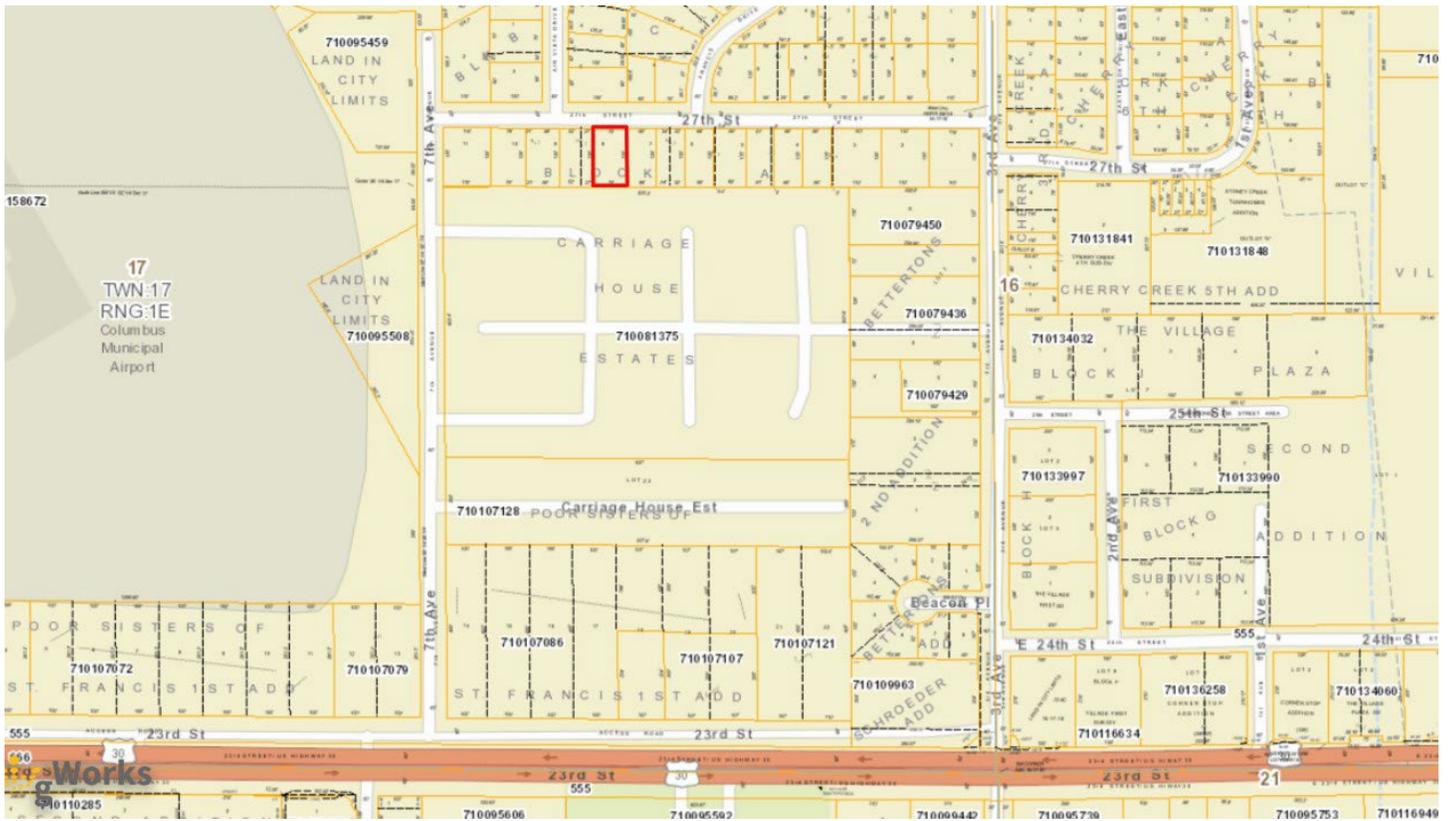
Do not approve.

### Signature:

By:

Approved by:





# EXHIBIT A

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

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

Owner: Jeffrey A. Endorf

Project Site Address: 513 27th Street

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

Replace, siding, doors, windows, trim and gutters on residence.

Total Estimated Cost of Project: \$ 34,600

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>(See attached estimates.)</u>	Cost: \$ _____
Item: _____	Cost: \$ _____

Estimated Start and Completion Date: June 1, 2023 June 26, 2023 TBD

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

1. A site plan or visual representation of the Project. *photos & list*
2. All necessary building permits for the Project. *To be provided by*
3. Proof of insurance for the Project Site. *contractor if approved*
4. Third party bid(s) for cost estimates. *2 Bids included*

*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: *Jeffrey A. Endorf*  
Print Name: Jeffrey A. Endorf  
Date: January 2, 2023

Jeff Endorf  
513 27<sup>th</sup> Street  
Columbus NE, 68601

Notes – January 2, 2023

Attached are pictures of the residence for the requested upgrades. The detached garage is included with both of the attached quotes, however due to cost restraints I will only plan to address the main house at this time. The costs are separated on the detached garage on both quotes.

As can be seen exterior components, doors and windows are all in need of repair and upgrading. The roof is fairly new.

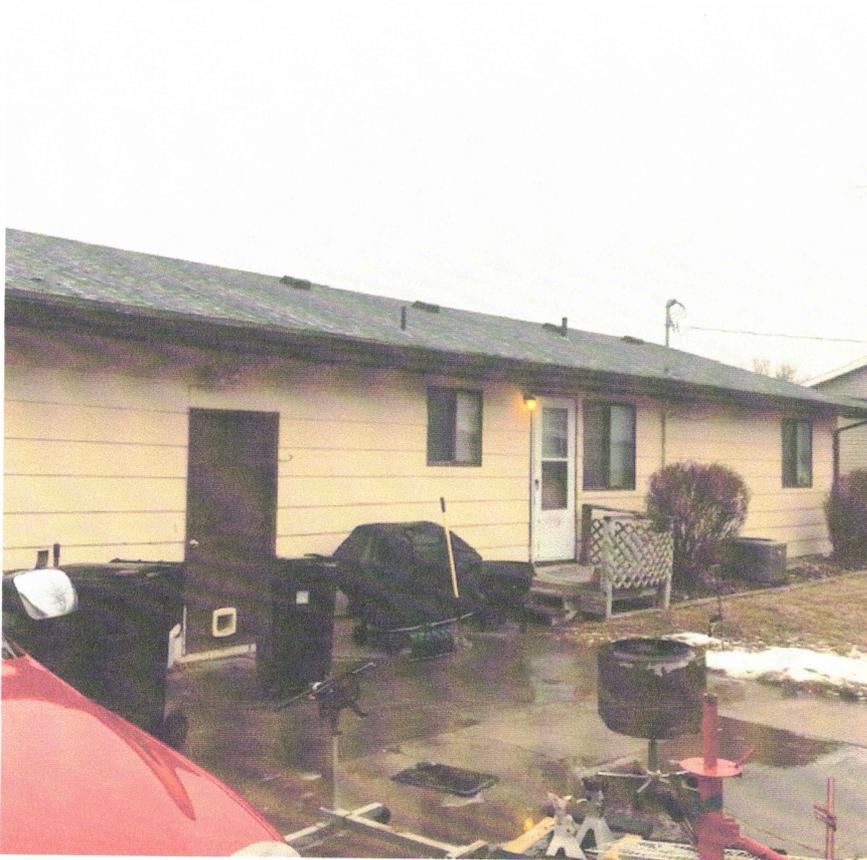
All permits and insurance for the project will be provided by the contractor if project is approved. I carry complete home owners' insurance.

Please contact me if there are questions or additional information is needed.

Jeff Endorf  




Front of house.



Rear view of house



Soffit and Facia East side



East side view

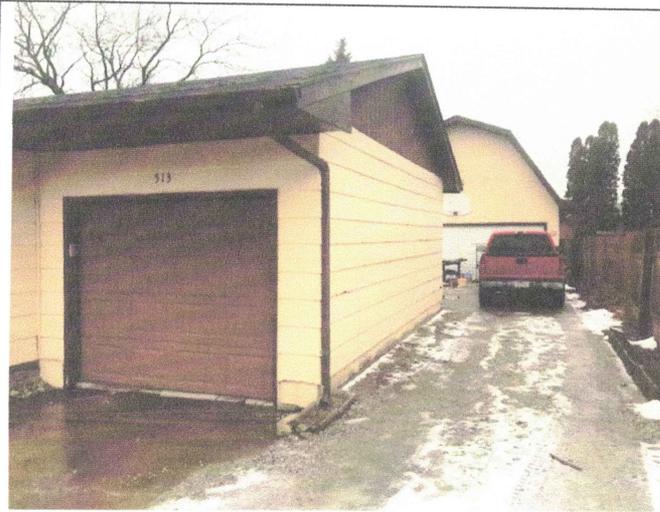


Closer view of East side

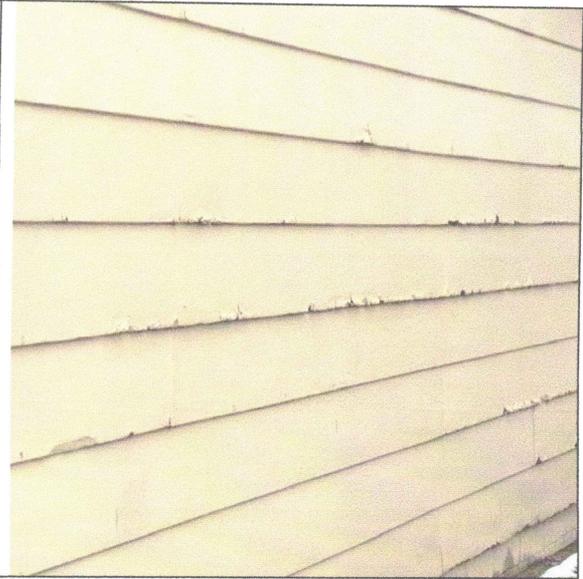


Closer view of front door area

East side



View of West side



Close view of West side siding

Detached garage show to right of first pic above in back. Budget does not allow for this now since costs for materials and labor are high at this time.

# Proposal

Dave Ebnert Siding  
1115 3<sup>rd</sup> St  
270-3933

Jeff Emdorf  
513-27<sup>th</sup> St

CONTRACT

FORM

DESCRIPTION

SAME

DATE

12-4-22

SCOPE OF WORK

ARCHITECT



I hereby submit specifications and estimates for:

- Reside home using Mastic Premium Vinyl Siding - Duration = Light colors &
- Install Foam-Insulation
- Install Mastic Soffit and fascia system
- Wrap Garage Door - Mastic Trim
- Install Provia Vinyl windows - Casements
- Low E - Argon Gas
- New Jambs and Trim - Painted or Stained
- 3 New entry Doors Buyer Built
- 2- Combo screen Doors
- Seamless gutters = House ONLY
- Garage
- Some materials
- No Soffit or Fascia & gutters
- Install 1 entry Door
- Install 1 window

House  
\$ 34,600

Garage  
\$ 12,500

\* might be something extra: need to get in Home

I agree to furnish material and labor - complete in accordance with the above specifications for the sum of:

500 Down 60% Start 40% complete

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, lockouts, or delays beyond our control.

Respectfully submitted

Note - this proposal may be withdrawn by us if not accepted within 60 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 \_\_\_\_\_

Signature \_\_\_\_\_

Date of acceptance \_\_\_\_\_

C P Siding and Construction  
4606 19 Street  
Columbus, NE 68601  
402-564-7463

Jeff Endorf  


Tyvek	\$ 575.00
Install 14 square vinyl siding Materials and labor.	\$ 7,806.00
Aluminum soffit and fascia. 181 feet with 2 foot overhang. 14 feet with 3 foot overhang.	\$ 3425.00
Install two storm doors.	\$ 1850.00
Wrap overhead garage door.	\$ 475.00
Remove and replace insulated steel doors without glass. 1- Door 36" 1- Door 34" 1- Door 32"	
Wrap doors with trim coil. This does not include these materials knobs and casing.	\$ 4760.00
Remove and replace these windows with casements. 4- 46" x 46" windows 3 - 82 x 46 windows	

\$ 14,712.22

Seamless aluminum gutters and downspouts  
\$ 1205.00

House \$ 34,808.22

Garage  
Cover with Tyvek. \$ 775.00  
14 square of vinyl siding \$ 9505.00  
R and R 36 inch steel door \$ 1550.00  
Wrap door with trim coil \$ 325.00  
Wrap over head door \$ 475.00

Maybe new window north garage

Garage \$ 12,630.00

There is a lot of loose ends not able to quote until I can get inside and do more measuring

# EXHIBIT B

## CITY OF COLUMBUS, NEBRASKA

### 23RD STREET CORRIDOR AREA REDEVELOPMENT PLAN ADMINISTRATIVE AMENDMENT AND REDEVELOPMENT CONTRACT (JEFFERY A ENDORF PROJECT)

This 23rd Street Corridor Area Redevelopment Plan Administrative Amendment and Redevelopment Contract (“**Plan Amendment and Redevelopment Contract**”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "**Effective Date**"), by and between the Community Development Agency of the City of Columbus, Nebraska (the "**CDA**") and Jeffrey A. Endorf (“**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 \$34,600.00.
- (d) Owner will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Redevelopment Project. Owner, for itself and its successors and assigns, agrees that during the construction of the Redevelopment Project, Owner will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance.
- (e) Owner agrees that any contractor providing services related to the Redevelopment Project will utilize the federal immigration verification system, as defined in Section 4-114, *Neb. Rev. Stat.*, as amended or transferred, to determine the work eligibility status of new employees physically performing services on the Redevelopment Project.
- (f) Owner owns the Project Site, in fee simple and free from any liens, encumbrances, or restrictions which would prevent the performance of this Plan Amendment and Redevelopment Contract by Owner.
- (g) Owner shall maintain policies insuring the improvements located Project Site in an amount equal to at least ninety percent (90%) of their full insurable value. In the event of any casualty damage to the improvements on the Project Site, Owner agrees to repair and reconstruct such damaged portion or portions of the Redevelopment Project so that such reconstructed real property has a taxable value at least equal to the value as most recently determined prior to the event or events of casualty loss. Owner agrees to substantially effect such repair and reconstruction whether or not insurance proceeds are sufficient or available for such purposes.

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

**Section 3. Payment of Grant.**

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

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

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

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

**Section 5. Indemnification; Penal Bond.**

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

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

**Section 6. No Joint Venture.**

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

**Section 7. Miscellaneous.**

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

(Signatures on following page)

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

**CDA:**

COMMUNITY DEVELOPMENT AGENCY OF  
THE CITY OF COLUMBUS, NEBRASKA

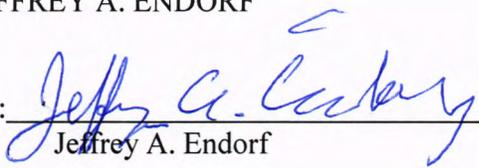
By: \_\_\_\_\_  
Chairperson

ATTEST:

\_\_\_\_\_  
Secretary

**OWNER:**

JEFFREY A. ENDORF

By:  \_\_\_\_\_  
Jeffrey A. Endorf

- 3. Resolution No. R23-26 approving and adopting the redevelopment project submitted by Schaefer Investments LLC in conjunction with the 23rd Street Corridor Area Redevelopment Plan, awarding a revocable grant in the amount of \$15,000 for the redevelopment project, and entering into a redevelopment contract for the same.**

## RESOLUTION NO. R23-26

A RESOLUTION OF THE CITY 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 SCHAEFER INVESTMENTS LLC, IN ACCORDANCE WITH THE "AMENDMENT TO REDEVELOPMENT PLAN FOR THE 23RD STREET CORRIDOR REDEVELOPMENT AREA".

WHEREAS, the Mayor and City 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 City 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 "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 Schaefer Investments 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 CITY 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 Council President 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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
COUNCIL PRESIDENT

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:



\_\_\_\_\_  
SPECIAL CITY ATTORNEY



# The City of Columbus

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

## memorandum

DATE: February 10, 2023  
TO: Tara Vasicek, City Administrator  
FROM: Jean Van Iperen, Planning & Economic Development Coordinator  
RE: 23<sup>rd</sup> St Neighborhood Beautification Program - Schaefer Investment LLC

### RECOMMENDATION:

Approval of the 23 St Neighborhood Beautification project by Schaefer Investment LLC for landscaping and awning buildout over the outdoor seating/patio area at 510 E 23<sup>rd</sup> St (Big 10 Sports Bar & Grill)

### DISCUSSION:

With the approval of the Redevelopment Plan for the 23<sup>rd</sup> Street Corridor Redevelopment Area (23<sup>rd</sup> Street Corridor Area District TIF Project) in 2021, the Council approved a grant program for the purpose of encouraging and incentivizing the enhancement and beautification of the Redevelopment Area through the 23<sup>rd</sup> Street Corridor Grant Program. The objectives of the program are to assist in redevelopment in order to encourage employment and economic development of the City as well as for the redevelopment of the blighted and substandard Redevelopment Area. A portion of the ad valorem taxes were placed in a special fund and allocated towards redevelopment in conformance with the objectives of the program. Applications for the program are due between January 1 and January 31 of each year. Educational material about the program as well as the link to the City website for the application were provided to property owners in November.

Schaefer Investment LLC submitted an application by the deadline date asking for a grant for \$15,000 to assist with landscaping and the awning buildout for roof over the outdoor seating/patio area at their property that is located in the Redevelopment area. Both of these activities are allowed under the plan. The grant dollars are reimbursed to the property owner only after the project is completed and the City has signed off on all building permits and the owner has submitted of paid invoices. The project will need to be completed within 12 months of notice of award.

### FISCAL IMPACT:

Total cost of project \$50,451.55 paid by Schaefer Investment LLC with \$15,000 being reimbursed from grant funds once project is completed.

### ALTERNATIVE:

Do not approve.

Signature:

By:

Approved by:



# EXHIBIT A

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

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

Owner: Cory and Stacey Schaefer Schaefer Investments

Project Site Address: 510 E 23rd Street Columbus NE 68601

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

Awning buildout for roof over outdoor seating and patio area

Landscaping

Total Estimated Cost of Project: \$ 50451.55

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 / materials and construction</u>	Cost: \$ <u>30894.80</u>
Item: <u>Landscaping / materials &amp; labor</u>	Cost: \$ <u>19556.75</u>
Item: _____	Cost: \$ _____
Item: _____	Cost: \$ _____
Item: _____	Cost: \$ _____

Estimated Start and Completion Date: 04/01/2023-06/20/2023

**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 Scheffer  
Date: Jan 27<sup>th</sup> 2023

Wilke Landscape Center  
 3311-18th Street  
 Columbus, NE 68601  
 402-564-1345



**Quote**

<b>Customer</b>	<b>Customer Number</b>	1123
Corey Schaefer / Big 10 Sports Bar	<b>Quote Date</b>	January 12, 2023
Columbus, NE 68601	<b>Sales Person</b>	Jennifer Day
	<b>Expiration Date</b>	April 12, 2023
	<b>Terms</b>	
	<b>Proposal Name</b>	landscape
	<b>Project Name</b>	landscape
	<b>Proposal Number</b>	2023-169

Size/Unit	Description	Quantity	Unit Price	Extended Price
12-18"	Boxwood Green Velvet	7.00	\$51.95	\$363.65
12-18"	Hydrangea BoBo	31.00	\$59.95	\$1,858.45
12-18"	Spirea Dbl Play Doozie	13.00	\$44.95	\$584.35
24-30"	Buckthorn Fine Line	1.00	\$64.95	\$64.95
4-4.5'	Spruce Weeping White	2.00	\$269.95	\$539.90
Each	Catmint Little Trudy	37.00	\$8.99	\$332.63
Each	Grass Lightning Strike Feather Reed	9.00	\$21.95	\$197.55
Each	Grass Karl Forester Feather Reed	21.00	\$21.95	\$460.95
12-18"	Weigela Sonic Bloom Red	3.00	\$72.95	\$218.85
Each	Geranium Brookside	5.00	\$23.99	\$119.95
18-24"	Burning Bush Dwf	3.00	\$79.95	\$239.85
12-18"	Spirea Birchleaf Tor	12.00	\$49.95	\$599.40
Sq Ft	Mulch Dark Brown 3" Deep	3,300.00	\$0.82	\$2,706.00
Labor/Delive	Mulch Dark Brown	3,300.00	\$0.62	\$2,046.00
	Removal/Disposal/Prep	1.00	\$4,200.00	\$4,200.00
Sq Ft	Rock Washed River 1 1/2" Size	130.00	\$1.45	\$188.50
Labor/Delive	Rock Washed River	130.00	\$1.70	\$221.00
Sq Ft	Weed Barrier DeWitt	130.00	\$0.29	\$37.70
Labor/Pins	Weed Barrier DeWitt	130.00	\$0.42	\$54.60

<b>Subtotal</b>	<b>\$15,034.28</b>
<b>Labor plants</b>	<b>\$3,243.06</b>
<b>Tax</b>	<b>\$1,279.41</b>
<b>Total</b>	<b>\$19,556.75</b>

TO  
& GRILL

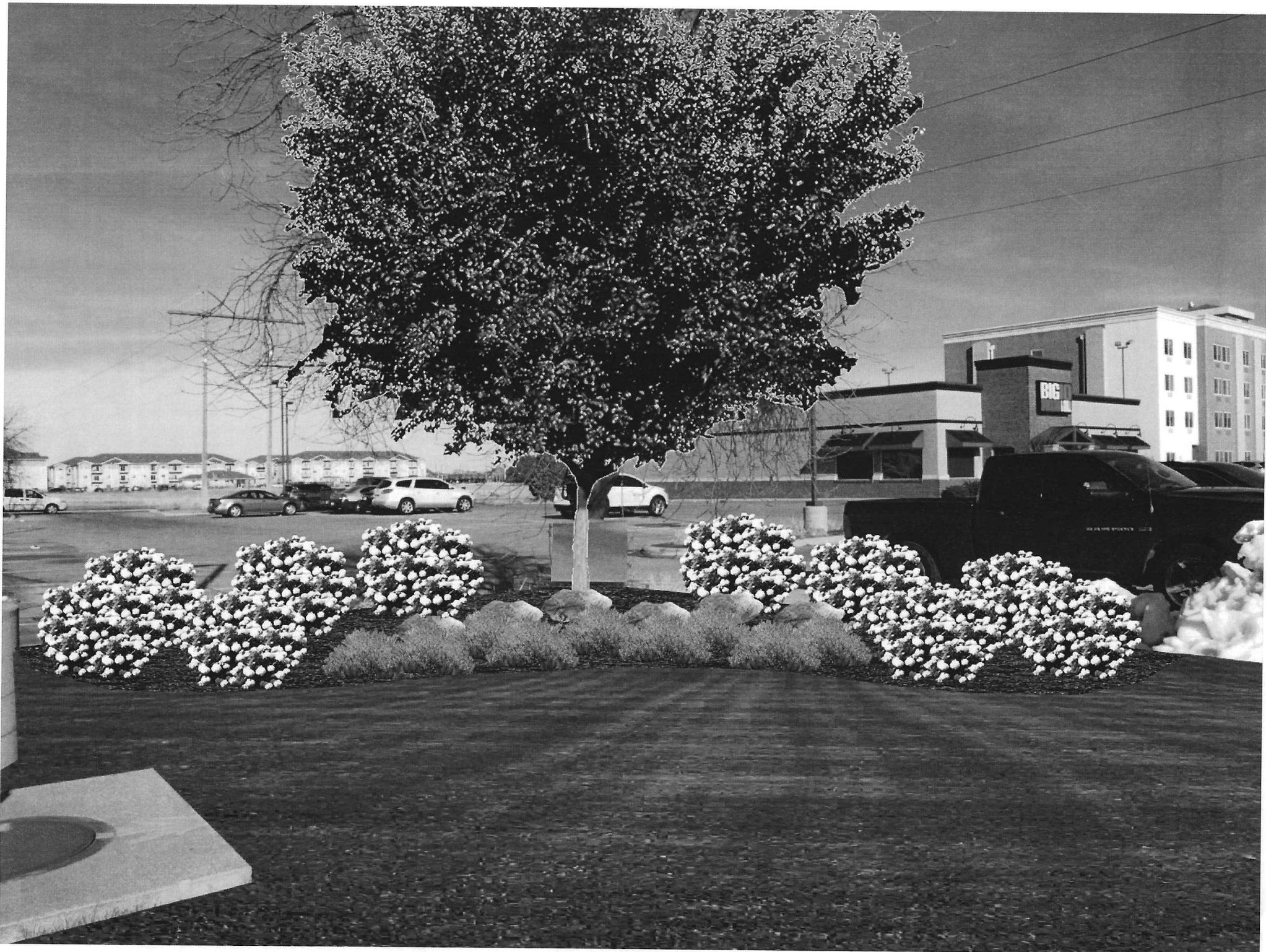
















  
**GUEST  
PARKING  
ONLY**  
VIOLATORS WILL BE PROSECUTED  
IN ACCORDANCE WITH CITY CODE,  
CHAPTER 72, SECTION 72.32  
VEHICLE CAN BE TOWED BY  
PROPERTY OWNER WITHOUT NOTICE







Great Plains Building Supply Co.  
 2223 13th St.  
 Columbus NE 68601  
 402-564-6515  
 Fax: 402-564-7564



**QUOTE**

2301-508654 R3 PAGE 1 OF 2

SOLD TO
BIG TEN SPORTS BAR 510 E 23RD STREET COLUMBUS NE 68601

JOB ADDRESS
BIG TEN SPORTS BAR 510 E 23RD STREET COLUMBUS NE 68601

ACCOUNT	JOB
20561	0
CREATED ON	01/03/2023
EXPIRES ON	02/28/2023
BRANCH	1000
CUSTOMER PO#	GARDEN AWNING
STATION	C06
CASHIER	RYANB
SALESPERSON	
ORDER ENTRY	RYANB
MODIFIED BY	RYANB

Thank you for your business!

Item	Description	D	Quantity	UM	Price	Pa	Amount
2618SPF	2X6-18 SPF > RAFTERS		32	EA	17.9200	EA	573.44
SOC07190-000	USRT15-DP HURRICANE ANCHOR 18ga 5-1/4" >> UPPER RAFTER TIE		30	EA	1.5600	EA	46.80
106021	HURRICANE TIE >> LOWER HURRICANE TIE		30	EA	1.1900	EA	35.70
2620SPF	2X6-20 SPF > SUBFASCIA		5	EA	19.8900	EA	99.45
2420SPF	2X4-20 SPF > PURLINS		24	EA	11.5800	EA	277.92
21220CCA	2X12-20 ACQ TREATED >> SUPPORT BEAM		6	EA	119.8300	EA	718.98
12CCA	4X8-1/2" ACQ PLYWOOD >> SUPPORT BEAM SHIM		2	EA	47.4800	EA	94.96
123285	POST BEAM CAP		9	EA	17.4900	EA	157.41
M6	SNAP LOCK PROFILE 12"x18" >> METALLIC COPPER		56	EA	64.1700	EA	3,593.52
M6	ENDWALL FLASH 4"x10'3"		6	EA	19.1900	EA	115.14
M6	CLASSIC RAKE TRIM 10'3"		4	EA	36.6800	EA	146.72
M6	FASCIA 3-1/2"x10'3"		4	EA	12.4800	EA	49.92
M6	GUTTER APRON 10'3"		6	EA	11.5800	EA	69.48
M6	FASCIA 5-1/2"x10'3"		6	EA	17.0800	EA	102.48
M6	1" WOOD BINDER 1/4"HEX SCREW (250ct) >> 2 PACKS FOR PANELS / 1 PACK FOR TRIMS		3	EA	59.9000	EA	179.70

This is an estimate; prices vary based on market conditons. This is NOT a legally binding contract between parties. Customer is responsible for quantity, specifications, code requirements, pricing errors, and lead times. PLEASE EXAMINE CAREFULLY.	Subtotal
	Sales Tax
	<b>Total</b>

Buyer:

Signature



Great Plains Building Supply Co.  
 2223 13th St.  
 Columbus NE 68601  
 402-564-6515  
 Fax: 402-564-7564



**QUOTE**

2301-508654 R3 PAGE 2 OF 2

SOLD TO
BIG TEN SPORTS BAR 510 E 23RD STREET COLUMBUS NE 68601

JOB ADDRESS
BIG TEN SPORTS BAR 510 E 23RD STREET COLUMBUS NE 68601 [REDACTED]

ACCOUNT	JOB
20561	0
CREATED ON	01/03/2023
EXPIRES ON	02/28/2023
BRANCH	1000
CUSTOMER PO#	GARDEN AWNING
STATION	C06
CASHIER	RYANB
SALESPERSON	
ORDER ENTRY	RYANB
MODIFIED BY	RYANB

Thank you for your business!

Item	Description	D	Quantity	UM	Price	Pa	Amount
967621	POWER PRO 9X3 OUTDR SCRW		10	LBS	6.9900	LBS	69.90
702011	SDX9112 SCREWS		7	BOX	14.9900	BOX	104.93
M6	MISC.FASTENER		1	EA	200.0000	EA	200.00
M6	FRONT/SIDE AWNING MATERIAL		6	EA	140.0000	EA	840.00
This is an estimate; prices vary based on market conditons. This is NOT a legally binding contract between parties. Customer is responsible for quantity, specifications, code requirements, pricing errors, and lead times. PLEASE EXAMINE CAREFULLY.					Columbus 7.00%	Subtotal	7,476.45
						Sales Tax	523.35
						Total	7,999.80

Buyer:

Signature









SINGLE-MEMBER  
OPERATING AGREEMENT  
OF  
SCHAEFER INVESTMENTS  
LIMITED LIABILITY COMPANY  
STATE OF NEBRASKA

THIS OPERATING AGREEMENT is hereby established, this the \_\_\_\_st day of May, 2022, by Cory Schaefer the Initial Member.

The Initial Member contemplates that additional Members may join the limited liability company in the future, and the following Operating Agreement has therefore been developed.

**ARTICLE I  
FORMATION OF LIMITED LIABILITY COMPANY**

1. Formation of LLC. The Initial Member has formed a limited liability company in the State of Nebraska named Schaefer Investments LLC ("LLC"). The operation of the LLC shall be governed by the terms of this Agreement and the applicable laws of the State of Nebraska relating to the formation, operation and taxation of a LLC. To the extent permitted by law, the terms and provisions of this Agreement shall control if there is a conflict between state law and this Agreement. The LLC shall be taxed as a sole proprietorship and as a disregarded entity for tax purposes.

2. Articles of Organization. The Initial Member has caused to be filed Articles of Organization, ("Articles") of record with the state, thereby creating the LLC.

3. Business. The business of the LLC shall be:

a) Commercial Real Estate Leasing

and

b) To conduct or promote any lawful businesses or purposes that a limited liability company is legally allowed to conduct or promote, within this state or any other jurisdiction.

4. Registered Office and Registered Agent. The registered office and place of business of the LLC shall be Cory Schaefer. and the registered agent at such office shall be 7 Beaver Lodge Road, Columbus, Ne 68601. The registered office and/or registered agent may be changed from time to time

5. Duration. The LLC will commence business as of the date of filing its Articles and will continue in perpetuity.
6. Fiscal Year. The LLC's fiscal and tax year shall end December 31.

## **ARTICLE II MEMBERS**

7. Initial Member. The Initial Member of the LLC is Cory Schaefer.
8. Additional Members. The first new Member, or new Members if several are to be added simultaneously, may be admitted only upon the approval of the Initial Member. Following the addition of a Member or Members, further new Members may be admitted only upon the consent of a majority of the existing Members and upon compliance with the provisions of this Agreement.

## **ARTICLE III MANAGEMENT**

9. Management. The Initial Member shall manage the LLC, and shall have authority to take all necessary and proper actions to conduct the business of the LLC. Anyone authorized by the Initial Member may take any authorized action on behalf of the LLC.

## **ARTICLE IV CONTRIBUTIONS, PROFITS, LOSSES, AND DISTRIBUTIONS**

10. Interest of Members. Each Member shall own a percentage interest (sometimes referred to as a share) in the LLC. The Member's percentage interest shall be based on the amount of cash or other property that the Member has contributed to the LLC and that percentage interest shall control the Member's share of the profits, losses, and distributions of the LLC.
11. Initial Contribution. The initial contribution of the Initial Member is \$1,000.00, representing a 100% interest in the LLC.
12. Additional Contributions. In the event additional Members are added, upon a majority vote, the Members may be called upon to make additional cash contributions as may be necessary to carry on the LLC's business. The amount of any additional cash contribution shall be based on the Member's then existing percentage interest. To the extent a Member is unable to meet a cash call, the other Members can contribute the unmet call on a pro rata basis based on the Members' percentage interests at that time, and the percentage interest of each Member will be adjusted accordingly.
13. Record of Contributions/Percentage Interests. A record shall be kept of all contributions to, and percentage interests in, the LLC. This Agreement, any amendment(s) to this Agreement,

and all Resolutions of the Members of the LLC shall constitute the record of the Members of the LLC and of their respective interest therein.

14. Profits and Losses. The profits and losses and all other tax attributes of the LLC shall be allocated to the Initial Member until such time as additional Members are added at which time, the profits and losses and all other tax attributes of the LLC shall be allocated to the Members on the basis of the Members' percentage interests in the LLC.

15. Distributions. Any Distributions of cash or other assets of the LLC (other than in dissolution of the LLC) shall be made in the total amounts and at the times as determined by the Initial Member. Should additional Members be added, distributions of cash or other assets of the LLC (other than in dissolution of the LLC) shall be made in the total amounts and at the times as determined by a majority of the Members. Any such distributions shall be allocated among the Members on the basis of the Members' percentage interests in the LLC.

16. Change in Interests. In the event additional Members are added, and if during any year there is a change in a Member's percentage interest, the Member's share of profits and losses and distributions in that year shall be determined under a method which takes into account the varying interests during the year.

## **ARTICLE V VOTING; CONSENT TO ACTION**

17. Voting by Members. Until such time as additional Members are added, all decisions will be made by the Initial Member. Should additional Members be added, each Member shall be entitled to vote on any matter voted on by the Members. Voting shall be based on the percentage interest owned by each Member. The action may be taken with or without a meeting.

18. Majority Defined. As used throughout this agreement the term "majority" of the Members shall mean a majority of the ownership interest of the LLC as determined by the records of the LLC on the date of the action. For example, if one Member with a 51% interest votes for passage, and five Members with a combined 49% interest vote against passage, the majority has voted for passage because 51% of the ownership interest has voted for passage.

Similarly, a reference to a percentage of the Members, for example: "75% of the Members," shall mean a percentage of the ownership interest of the LLC.

19. Majority Required. Should additional Members be added, any action that requires the vote or consent of the Members may be taken upon a majority vote of the Members, based on the Members' percentage interests unless unanimous consent is required by this Agreement.

20. Meetings - Written Consent. Action of the Members or Officers may be accomplished with or without a meeting. If a meeting is held, evidence of the action shall be by Minutes or Resolution reflecting the action of the Meeting, signed by a majority of the Members, or the President and Secretary. Action without a meeting may be evidenced by a written consent signed by a majority of the Members.

21. Meetings. Meetings of the Members shall be held as determined by the Members or as may be called by a majority of the Members, or if a Manager was selected, then by the Manager of the LLC, or if Officers were elected or appointed, by any officer.

## ARTICLE VI DISSOCIATION OF MEMBERS

22. Termination of Membership. A Member's interest in the LLC shall cease upon the occurrence of one or more of the following events:

- (a) A Member withdraws by giving the LLC thirty (30) days written in advance of the withdrawal date. Withdrawal by a Member is not a breach of this Agreement.
- (b) A Member assigns all of his/her interest (and not merely a partial interest) to a qualified third party.
- (c) A Member dies.
- (d) There is an entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage his/her person or his/her estate.
- (e) In the case of an estate that is a Member, the distribution by the fiduciary of the estate's entire interest in the LLC.
- (f) In the case of an entity that is a Member, the distribution upon dissolution of the entity's entire interest in the LLC.
- (g) A Member, without the consent of a majority of the Members: (1) makes an assignment for the benefit of creditors; (2) files a voluntary petition in bankruptcy; (3) is adjudicated a bankrupt or insolvent; (4) files a petition or answer seeking for himself any reorganization, agreement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation; (5) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against him in any proceeding of the nature described in this paragraph; (6) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the Member or of all or any substantial part of his properties; or (7) if any creditor permitted by law to do so should commence foreclosure or take any other action to seize or sell any Member's interest in the LLC.
- (h) If within one hundred twenty (120) days after the commencement of any action against a Member seeking reorganization, agreement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation, the action has not been dismissed and/or has not been consented to by a majority of the Members.
- (i) If within ninety (90) days after the appointment, without a Member's consent or acquiescence, of a trustee, receiver, or liquidator of the Member or of all or any substantial part of the Member's properties, said appointment is not vacated or within ninety (90) days after the expiration of any stay, the appointment is not vacated and/or has not been consented to by a majority of the Members.

- (j) Any of the events provided in applicable provisions of state or federal law that are not inconsistent with the dissociation events identified above.

23. Effect of Dissociation. Any dissociated Member shall not be entitled to receive the fair value of his LLC interest solely by virtue of his dissociation. A dissociated Member that still owns an interest in the LLC shall be entitled to continue to receive such profits and losses, to receive such distribution or distributions, and to receive such allocations of income, gain, loss, deduction, credit or similar items to which he would have been entitled if still a Member. For all other purposes, a dissociated Member shall no longer be considered a Member and shall have no rights of a Member.

**ARTICLE VII  
RESTRICTIONS ON TRANSFERABILITY OF LLC INTEREST;  
SET PRICE FOR LLC INTEREST**

24. LLC Interest. The LLC interest is personal property. A Member has no interest in property owned by the LLC.

25. Encumbrance. A Member can encumber his LLC interest by a security interest or other form of collateral only with the consent of a majority of the other Members. Such consent shall only be given if the proceeds of the encumbrance are contributed to the LLC to respond to a cash call of the LLC.

26. Sale of Interest. A Member can sell his LLC interest only as follows:

- (a) If a Member desires to sell his/her interest, in whole or in part, he/she shall give written notice to the LLC of his desire to sell all or part of his/her interest and must first offer the interest to the LLC. The LLC shall have the option to buy the offered interest at the then existing Set Price as provided in this Agreement. The LLC shall have thirty (30) days from the receipt of the assigning Member's notice to give the assigning Member written notice of its intention to buy all, some, or none of the offered interest. The decision to buy shall be made by a majority of the other Members. Closing on the sale shall occur within sixty (60) days from the date that the LLC gives written notice of its intention to buy. The purchase price shall be paid in cash at closing unless the total purchase price is in excess of \$10,000.00 in which event the purchase price shall be paid in Thirty Six (36) equal quarterly installments beginning with the date of closing. The installment amounts shall be computed by applying the following interest factor to the principal amount: interest compounded quarterly at the Quarterly Federal Short-Term Rate existing at closing under the Applicable Federal Rates used for purposes of Internal Revenue Code § 1 274(d), or any successor provision.
- (b) To the extent the LLC does not buy the offered interest of the selling Member, the other Members shall have the option to buy the offered interest at the Set Price on a pro rata basis based on the Members' percentage interests at that time. If Member does not desire to buy up to his/her proportional part, the other Members can buy the remaining interest on the same pro rata basis. Members shall have fifteen (15) days

from the date the LLC gives its written notice to the selling Member to give the selling Member notice in writing of their intention to buy all, some, or none of the offered interest. Closing on the sales shall occur within sixty (60) days from the date that the Members give written notice of their intention to buy. The purchase price from each purchasing Member shall be paid in cash at closing.

- (c) To the extent the LLC or the Members do not buy the offered interest, the selling Member can then assign the interest to a non-Member. The selling Member must close on the assignment within ninety (90) days of the date that he gave notice to the LLC. If he does not close by that time, he must again give the notice and options to the LLC and the LLC Members before he sells the interest.
- (e) The selling Member must close on the assignment within ninety (90) days of the date that he gave notice to the LLC. If he does not close by that time, he must again give the notice and options to the LLC and the LLC Members before he sells the interest.
- (f) A non-Member purchaser of a Member's interest cannot exercise any rights of a Member unless a majority of the non-selling Members consent to him becoming a Member. The non-Member purchaser will be entitled, however, to share in such profits and losses, to receive such distributions, and to receive such allocation of income, gain, loss, deduction, credit or similar items to which the selling Member would be entitled, to the extent of the interest assigned, and will be subject to calls for contributions under the terms of this Agreement. The purchaser, by purchasing the selling Member's interest, agrees to be subject to all the terms of this Agreement as if he were a Member.

27. Set Price. The Set Price for purposes of this Agreement shall be the price fixed by consent of a majority of the Members. The Set Price shall be memorialized and made a part of the LLC records. The initial Set Price for each Member's interest is the amount of the Member's contribution(s) to the LLC, as updated in accordance with the terms hereof. Any future changes in the Set Price by the Members shall be based upon net equity in the assets of the LLC (fair market value of the assets less outstanding indebtedness), considering the most recent appraisal obtained by the LLC for its assets, as may be adjusted by the Members in their discretion. The initial Set Price shall be adjusted upon demand by a Member but not more than once a year unless all Members consent. This basis for determining the Set Price shall remain in effect until changed by consent of a majority of the Members. The Members will consider revising the basis for determining the Set Price at least annually.

#### **ARTICLE VIII OBLIGATION TO SELL ON A DISSOCIATION EVENT CONCERNING A MEMBER**

28. Dissociation. Except as otherwise provided, upon the occurrence of a dissociation event with respect to a Member, the LLC and the remaining Members shall have the option to purchase the dissociated Member's interest at the Set Price in the same manner as provided herein and as if the dissociated Member had notified the LLC of his desire to sell all of his LLC interest. The date the LLC received the notice as provided herein triggering the options shall be deemed to be the date that the LLC receives actual notice of the dissociation event.

**ARTICLE IX  
DISSOLUTION**

29. Termination of LLC. The LLC will be dissolved and its affairs must be wound up only upon such a decision by the Initial Member, provided no new Members have been added, or upon the written consent of seventy-five percent (75%) of the all Members should additional Members be added.

30. Final Distributions. Upon the winding up of the LLC, the assets must be distributed as follows: (a) to the LLC creditors; (b) to Members in satisfaction of liabilities for distributions; and (c) to Members first for the return of their contributions and secondly respecting their LLC interest, in the proportions in which the Members share in profits and losses.

**ARTICLE X  
TAX MATTERS**

31. Capital Accounts. Capital accounts shall be maintained consistent with Internal Revenue Code § 704 and the regulations thereunder.

32. Sole Proprietorship. The Initial Member elects that the LLC be taxed as a sole proprietorship, and that if additional Members are admitted, the LLC be taxed as a Partnership. Any provisions of this Agreement that may cause the LLC not to be taxed as a Partnership shall be inoperative.

**ARTICLE XI  
RECORDS AND INFORMATION**

33. Records and Inspection. The LLC shall maintain at its place of business the Articles of Organization, any amendments thereto, this Agreement, and all other LLC records required to be kept by applicable law, and the same shall be subject to inspection and copying at the reasonable request, and the expense, of any Member.

34. Obtaining Additional Information. Subject to reasonable standards, each Member may obtain from the LLC from time to time upon reasonable demand for any purpose reasonably related to the Member's interest as a Member in the LLC: (1) information regarding the state of the business and financial condition of the LLC; (2) promptly after becoming available, a copy of the LLC's federal, state, and local income tax returns for each year; and (3) other information regarding the affairs of the LLC as is just and reasonable.

**ARTICLE XII  
MISCELLANEOUS PROVISIONS**

35. Amendment. Except as otherwise provided in this Agreement, any amendment to this Agreement may be proposed by a Member. Unless waived by the Members, the proposing

Member shall submit to the Members any such proposed amendment together with an opinion of counsel as to the legality of such amendment and the recommendation of the Member as to its adoption. A proposed amendment shall become effective at such time as it has been approved in writing by a majority of the Members. This Agreement may not be amended nor may any rights hereunder be waived except by an instrument in writing signed by the party sought to be charged with such amendment or waiver, except as otherwise provided in this Agreement.

36. Applicable Law. To the extent permitted by law, this Agreement shall be construed in accordance with and governed by the laws of the State of Nebraska.

37. Pronouns, Etc. References to a Member or Manager, including by use of a pronoun, shall be deemed to include masculine, feminine, singular, plural, individuals, partnerships, corporations or other business entities, where applicable.

38. Counterparts. This instrument may be executed in any number of counterparts each of which shall be considered an original.

39. Specific Performance. Each Member agrees with the other Members that the other Members would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that monetary damages would not provide an adequate remedy in such event. Accordingly, it is agreed that, in addition to any other remedy to which the non-breaching Members may be entitled, at law or in equity, the non-breaching Members shall be entitled to injunctive relief to prevent breaches of this Agreement and, specifically, to enforce the terms and provisions of this Agreement in any action instituted in any court of the United States or any state thereof having subject matter jurisdiction thereof.

40. Further Action. Each Member, upon the request of the LLC, agrees to perform all further acts and to execute, acknowledge and deliver any documents which may be necessary, appropriate, or desirable to carry out the provisions of this Agreement.

41. Method of Notices. All written notices required or permitted by this Agreement shall be hand delivered or sent by registered or certified mail, postage prepaid, addressed to the LLC at its place of business or to a Member as set forth on the Member's signature page of this Agreement (except that any Member may from time to time give notice changing his address for that purpose), and shall be effective when personally delivered or, if mailed, on the date set forth on the receipt of registered or certified mail.

42. Facsimiles. For purposes of this Agreement, any copy, facsimile, telecommunication or other reliable reproduction of a writing, transmission or signature may be substituted or used in lieu of the original writing, transmission or signature for any and all purposes for which the original writing, transmission or signature could be used, provided that such copy, facsimile telecommunication or other reproduction shall have been confirmed received by the sending Party.

43. Computation of Time. In computing any period of time under this Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be

included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

44. Power to Sign Checks. Cory Schaefer and Stacey Schaefer shall have the ability to sign checks or other financial payment systems for the LLC.

\* \* \*

WHEREFORE, the Initial Member, being the single Member of this LLC, has executed this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2022.

Signed:



Print Name: Cory Schaefer

Address: 7 Beaver Lodge Road  
Columbus, Nebraska 68601

# EXHIBIT B

## CITY OF COLUMBUS, NEBRASKA

### 23RD STREET CORRIDOR AREA REDEVELOPMENT PLAN ADMINISTRATIVE AMENDMENT AND REDEVELOPMENT CONTRACT (SCHAEFER INVESTMENTS LLC PROJECT)

This 23rd Street Corridor Area Redevelopment Plan Administrative Amendment and Redevelopment Contract ("**Plan Amendment and Redevelopment Contract**") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "**Effective Date**"), by and between the Community Development Agency of the City of Columbus, Nebraska (the "**CDA**") and Schaefer Investments 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 \$50,451.55.
- (d) Owner will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Redevelopment Project. Owner, for itself and its successors and assigns, agrees that during the construction of the Redevelopment Project, Owner will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance.
- (e) Owner agrees that any contractor providing services related to the Redevelopment Project will utilize the federal immigration verification system, as defined in Section 4-114, *Neb. Rev. Stat.*, as amended or transferred, to determine the work eligibility status of new employees physically performing services on the Redevelopment Project.
- (f) Owner owns the Project Site, in fee simple and free from any liens, encumbrances, or restrictions which would prevent the performance of this Plan Amendment and Redevelopment Contract by Owner.
- (g) Owner shall maintain policies insuring the improvements located Project Site in an amount equal to at least ninety percent (90%) of their full insurable value. In the event of any casualty damage to the improvements on the Project Site, Owner agrees to repair and reconstruct such damaged portion or portions of the Redevelopment Project so that such reconstructed real property has a taxable value at least equal to the value as most recently determined prior to the event or events of casualty loss. Owner agrees to substantially effect such repair and reconstruction whether or not insurance proceeds are sufficient or available for such purposes.

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

**Section 3. Payment of Grant.**

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

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

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

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

**Section 5. Indemnification; Penal Bond.**

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

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

**Section 6. No Joint Venture.**

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

**Section 7. Miscellaneous.**

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

(Signatures on following page)

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

**CDA:**

COMMUNITY DEVELOPMENT AGENCY OF  
THE CITY OF COLUMBUS, NEBRASKA

By: \_\_\_\_\_  
Chairperson

ATTEST:

\_\_\_\_\_  
Secretary

**OWNER:**

SCHAEFER INVESTMENTS LLC

By: \_\_\_\_\_

Name: Cory Schaefer

Title: OWNER

#### **4. Adjournment.**