I. MINUTES
   1. Approval of Directors’ Minutes from November 2, 2020

II. ADJUSTMENTS TO AGENDA

III. CITY CLERK

IV. MAYOR’S OFFICE

V. DIRECTORS CORRESPONDENCE
   LINCOLN-LANCASTER COUNTY HEALTH DEPARTMENT
   1. Public Health Update provided by Pat Lopez, Director, Lincoln-Lancaster County Health Department

   PLANNING DEPARTMENT
   1. Weekly Administrative Approvals from October 26, 2020 through November 2, 2020
   2. Annexation Map AN20009
   3. Weekly Administrative Approvals from November 3, 2020 through November 10, 2020

VI. BOARDS/COMMITTEES/COMMISSION REPORTS
   Reports are suspended until further notice

VII. CONSTITUENT CORRESPONDENCE
   1. Quotes from a real Republican - Robert Borer
   2. Month to month lease review - Charles Patterson
   3. Scooter Accident in downtown Lincoln - Steven Folsom
   4. Non-compliance of Lincoln DHM Royal Grove - Jon Terry
   5. Charter Changes for the Charter Review Commission - Jim Frohman

VIII. ADJOURNMENT
Memorandum

Date: November 3, 2020

To: City Clerk

From: Rhonda Haas, Planning Dept.

Re: Administrative Approvals

cc: Geri Rorabaugh, Planning Dept.

This is a list of City administrative approvals by the Planning Director from October 26, 2020 through November 2, 2020:

Administrative Amendment 20035, Interstate Land PUD, approved by the Planning Director on October 26, 2020, to revise the uses in the PUD to commercial and industrial, and submit a revised plan with details on grading, drainage, streets and utilities on property generally located at NW 12th Street and Cornhusker Highway.

Administrative Amendment 20058, approved by the Planning Director on October 27, 2020, to increase the amount of internal square footage for the residential area from 4,990 square feet to 7,200 square feet, on property generally located at 1430 South Street.

Administrative Amendment 20060, Highland View 1st Addition, approved by the Planning Director on October 28, 2020, to identify the boundary of Blanket Height Permit on property generally located at NW Dubois Street and W Big Sky Road.

Administrative Amendment 20062, I-80 West Lincoln Business Center, approved by the Planning Director on October 28, 2020, to identify the boundary of Blanket Height Permit on property generally located at NW 48th Street and W Gary Gately Street.
Annexation by Ordinance
S 40th St & Rokeby Rd
Effective: November 10, 2020
Date: November 10, 2020

To: City Clerk

From: Rhonda Haas, Planning Dept.

Re: Administrative Approvals

cc: Geri Rorabaugh, Planning Dept.

This is a list of City administrative approvals by the Planning Director from November 3, 2020 through November 10, 2020:

Administrative Amendment 20061, to Change of Zone 05054E, Prairie Village North PUD, approved by the Planning Director on November 3, 2020, to revise the lot layout for Outlot A, Prairie Village North 7th Addition to show three lots with revised square footages on property generally located at North 87th Street & Adams Street.
Local and State Officials-

Please consider the wisdom below.

"We did not close any businesses in the state of South Dakota. Not once did we issue a shelter-in-place. I didn't even define what an essential business was, because I don't believe that I have the authority to tell you your business isn't essential." -Governor Kristi Noem

"There's a big reason why [Gov Noem] has been able to negotiate through this. She understands the difference between common sense and expertise. That was a great theme of Winston Churchill and almost nobody understands that today. Expert knowledge is narrow knowledge and you can't make decisions on it by itself, ever." -Larry Arnn

"If you hadn't stood against the lockdowns, we would have had no proof as to how useless they really have been." -prominent national reporter addressing Noem

"More freedom and not more government is the answer. Freedom is a much better friend to true science than government-centered or government-controlled science. Freedom, not government, is the best friend of innovation. Freedom focuses on the politics of persuasion and the intellectual strength of all of our positions, not on control, coercion and the heavy hand of government. My approach to this virus was to provide South Dakotans with all of the information that I had available to me and to then allow the people to exercise their freedom to make the best decisions for themselves and for their families. All we did here in South Dakota was implement the Republican platform that we say we believe. Other people stand up as Republicans and say they believe it, but they never do it. We actually did it." -Governor Kristi Noem

Extracted from: https://www.youtube.com/watch?v=R6HQm3ZzyhM&t=536s

Ricketts is NOT using common sense. Ricketts is taking his cues from "experts." Narrow-minded experts. (CCP collaborating experts, by the way.) And by so doing, he is not only violating his oath, he is committing fraud against the american taxpayer. There isn't any more of a pandemic in Nebraska than there is in South Dakota—and there isn't one in South Dakota. The only difference between the two is that Nebraskans are suffering the serious "repercussions" of government overreach, and that is especially true for our elderly, our children and our small businesses. Hospitals, critical care patients, elderly
care facilities and schools are all being very poorly managed. They are being managed out of fear and greed.

The only common sense way to determine if we are in a pandemic, and if so, to what degree, is to look at deaths and hospitalizations through year-to-date all-cause mortality and rolling all-cause hospitalizations—compared, respectively, with previous years. (And at this point, it should be taken into consideration that all the psychological and physiological stress imposed by government overreach is likely affecting hospitalization numbers.)

I make this argument because, as Denis Rancourt, PhD, wisely points out, "Cause-of-death-attribution data is intrinsically unreliable. Assignment of cause of death, with infectious diseases and comorbidity, is not only technically difficult (e.g., Simonsen et al., 1997; Marti-Soler et al., 2014) but also contaminated by physician-bias, politics and news media. This has been known since modern epidemiology was first practiced."

I also make this argument because PCR is not a diagnostic tool. It is being abused. Test results are meaningless. They have no inherent correlation with actual illness. This makes "case" numbers meaningless as well.

We are left with all-cause mortality, and according to those numbers, there is no pandemic in Nebraska. Not even close.

Nebraskans aren't even experiencing a health emergency, per se. We are experiencing government overreach.

Ricketts' fake emergency needs to be stopped. It is causing harm. He is causing harm.

Respectfully-

Robert J Borer
Good Afternoon ,

First and foremost , I appreciate your time. This is a follow up to the email I recently sent you on my plight and Pablo Cervantes with Casa Properties after living at 1533 S. 21st #5 Lincoln, NE 68502 since February 1997. Pablo has asked me to leave the premises during a national epidemic of Covid-19 because he wants to do some cosmetic changes to the apartment that me and my 13 year old daughter occupy.

I did state in my other email besides the unit maybe needing a carpet cleaning and comparing it to all the others and currently occupied apartments that it is in good condition from the updated flooring in the kitchen and bathroom to the tri-fold medicine cabinet in the bathroom. I have tried to and offered in the past to sign a new lease but have been told that is not an option.

After my most recent request and email that I sent to him and bcc'd you on it as well , I attempted to call , text and reach out to him to schedule a time for us to speak face to face to discuss this plight. Casa Property management office emailed me back times to come by the office and meet to discuss the past due late fee allegations for the month of April 2020, which I have disputed. I sent notification back that I would be by about 4:30 pm - 4:45 pm this past Monday 11/02/20. I arrived at their office about 4:30 - 4:35 p.m. checked in at the front window and said I was here to meet with Pablo Cervetes and also the person whom there was email correspondence with regarding past due fees and being told I had to be moved out. I stated to the lady I had texted him that I had arrived. She said that Pablo wasn't in and no one to discuss the current issues. I tried to explain to her what I was there about but she wouldn't acknowledge it at all. She then went to speak to another woman sitting in the west corner , came back and said if you want to stay you must sign this month to month lease. I said so you can tell me still to be out at any time one the weather escalates and gets worse, she said if you want to stay you must sign this and that is all she knows. I told her I don't get that nor understand this stand this but I will not sign this lease without it being reviewed first. She said she was going to email it to me Monday , I ended up getting it Tuesday mid morning.

Can you please look over this lease and tell me your thoughts on it, it is attached ?

I appreciate all your time , efforts and assistance

Charles E Patterson
Residential Lease
MULTIFAMILY PROPERTY

DEFINITIONS: Wherever in this Lease the term "Landlord" is used, it shall be construed to also mean the Manager/Owner/Agent, as may be indicated by the specific context. Wherever in this Lease the term "Tenant" or "Tenants" is used, it shall also include any family, visiting friends, dependents, guests, employees, or other invitees, as may be indicated by the specific context.

1. THIS RENTAL AGREEMENT, made this ___ day of November ___, 2020, by
and between Casa Property Management, LLC / Agent / Owner (hereinafter called "Landlord") and {tenant's name(s)} Charles Patterson
(hereinafter called "Tenant"), who are jointly and severally responsible under this agreement, for a period of __ months beginning on the FIRST day of November ___ and on a month-to-month basis thereafter for the following described unit {address of premises}

1533 S 21st St #5
Lincoln, Nebraska.

This lease may be subject to renewal or termination at the end of the term. If occupancy commences prior to the first day of the term, then the Tenant shall be obligated to pay per diem rent for the number of days of actual occupancy and all the terms of this lease shall be in full force from the date occupancy commences. This property typically requires a twelve months lease term and may require a new twelve months lease term at the end of this lease. Residents not willing to enter into a new twelve months term may be required to vacate.

In the event that the tenant remains in possession after lease is completed, all conditions and terms of this lease will remain in effect except for those specified in the Annual Fee Policy. The Landlord may adjust the rent during a month-to-month tenancy by giving notice of such adjustments thirty (30) days in advance of rental due date. To terminate this lease at the end of the term or thereafter, either party must give a written notice to the other party at least thirty (30) days prior to rental due date. Any notice delivered after the first day of the month shall be construed as having been received on the first day of the month following. Termination of tenancy will be honored only at the end of the monthly rental period.

2. AMOUNT AND DUE DATE OF RENTAL PAYMENTS:
Rent shall be payable in monthly installments of $600.00 {monthly rate of rent}. Rent is payable in advance, due before 8:00 am on the first (1st) of each month, to Landlord, or a designated person(s). Tenant agrees to pay the rent herein stated promptly when due, without any deduction whatsoever, and without obligation on the part of the Landlord to make any demand for payment of same. Tenant agrees that if rent is not paid in full on or before the second (2nd) of the month, Tenant will be in breach of this agreement, and Landlord may, terminate this Agreement according to law. Termination of this agreement as a result of tenant's breach of this agreement, shall not relieve tenant's obligation to pay rent. If Tenant is in breach of this agreement, Landlord may declare the entire amount of rent owing through the end
of the term immediately due and payable without demand or notice.

3. **SERVICE FEES:** All payments made for rent and any service fees shall first apply to service fees owing, then to previous month’s rent owing, and then to current month’s rent. Acceptance of rent shall not constitute a waiver of any service fees and waiver of a service fee in any period shall not be deemed to be a waiver of the right to collect any service fee in the future. When applicable, the Tenant shall pay as additional rent according to the Annual Fee Policy:
   a. **Late Charges:** A service fee of **$50.00 (late charge rate)** will be due from Tenant to Landlord for any monthly installment of rent that is not received by Landlord by the fifth (5th) day of the month, SUNDAYS & HOLIDAYS ARE NO EXCEPTION. An additional service fee of Five Dollars **$5.00 per day** will be charged thereafter until the monthly installment of rent has been paid in full.
   b. **Returned checks:** A service fee of $40.00 will be due to Landlord for any check(s) of Tenant’s returned by a financial institution, in addition, rent will be considered unpaid and subject to late rent service fee. Repeated returned checks will result in requirement of Tenant to pay rent in cash, cashier’s check, or money order.
   c. **Lockout charges:** A service fee of $50.00 will be charged if the Tenant locks himself out and requires the Landlord to unlock the door of the dwelling unit or furnish a duplicate key; $75.00 after 5:00 p.m. and on the holidays and weekends. Landlord reserves the right to unlock the dwelling or furnish a duplicate key at a convenient time and place determined by the Landlord.
   d. **Unauthorized Pets:** If an unauthorized pet is found on the premises the tenant will be charged a $200.00 pet fee. The lease will also be subject to termination.
   e. **Notice and Re-billing Charge:** A service fee of $50.00 will be charged if the Tenant must be notified of any default or deficiency or violation of the law or this lease including but not limited to late charges.
   f. **Charges Payable as Additional Rent:** Late charges and Service Fees, Lease violation penalty fees, attorney’s fees and any expenses related to the enforcement of this lease shall be classified as "additional rent" or "added rent". This additional rent is payable as rent, together with the next monthly rent due. If tenant fails to pay additional rent on time, Owner shall have the same rights against tenant as if it were a failure to pay rent. Owner may elect to apply monies received towards past due added rent, paying the oldest charges first.

4. **SECURITY DEPOSIT:** On execution of this lease, Tenant deposits with Landlord: **$350.00** receipt of which is hereby acknowledged by the Landlord as security for the faithful performance by the Tenant of the terms hereof. It is understood and agreed that the Security Deposit will be immediately transferred and held by the Landlord. THE SECURITY DEPOSIT SHALL NOT BE USED TO PAY ANY RENT OR OTHER CHARGES WHILE TENANT OCCUPIES THE DWELLING UNIT. The Security Deposit will be returned within fourteen (14) days after possession of the premises has been returned to Landlord, subject to the following provisions:
   a. Written notice of intent to vacate must be given a full thirty (30) days prior to the first of the month. Any notice delivered after the first day of the month shall be construed as having been received on the first day of the month following.
   b. **Termination of tenancy is recognized at the end of the month only;**
   c. Lease term has been completed;
   d. No damage to the property, reasonable wear and tear excepted;
   e. Entire apartment is left clean;
   f. No unpaid charges, rent or utility bills;
   g. Keys returned and forwarding address is left with the Landlord; and
   h. Premises must be vacated by 12:00 p.m. noon on the last day of the month.
Landlord agrees to return the Security Deposit less any deductions to the Tenant without interest. If deductions are made, Landlord will give Tenant an itemized statement of such costs for damages, cleaning, and/or other charges. Prior to the commencement of the occupancy, Landlord will have carpet professionally cleaned at Tenant's cost. The cost of such cleaning shall not exceed $300.00 {specify maximum charge for carpet shampooing}, which will be deducted from the deposit upon the termination of this agreement.
Landlord will issue one check in the names of all tenants in returning such Security Deposit or portion thereof and shall mail to the forwarding address given Landlord.

5. OCCUPANCY OF THE DWELLING UNIT: Occupancy is limited to {number of authorized persons} persons. As a special consideration and inducement for the granting of this Agreement, by the Landlord to the Tenant, the premises shall be used and occupied only by the members of the Tenant's family or others whose names and ages are set forth below:

a. Tenant shall comply with the Lincoln Municipal Code §27.03.220 which limits occupancy of the premises to not more than 3 unrelated persons. In the event that any action is commenced against the landlord or tenants for violation of the same the landlord may, upon notice to the tenant: declare a default of the lease, terminate the lease, require tenants to come into compliance, or demand that the tenants vacate the premises. If the violation of the code is without the landlord's knowledge or consent, tenant shall indemnify and hold landlord harmless from any and all damage including but not limited to any fines imposed upon landlord and landlord's attorney fees in the defense of the action.
b. Tenant further agrees not to use or permit the use of the dwelling unit for any purpose other than as a private dwelling unit solely for the Tenant and his family and/or dependents. This provision does not exclude reasonable accommodation of Tenant's guests or visitors.
c. Tenant specifically agrees:
i. Assignment: not to assign this Agreement or to sublet or transfer possession of the premises.
ii. Boarders: not to give accommodation to boarders or lodgers without the written consent of the Landlord.
iii. Guests: Tenant shall notify owner when any guest of Tenant shall occupy the premises for seven (7) or more days whether consecutive or not within the calendar year. Any guest who lives and/or stays in the premises for fourteen (14) or more days whether consecutive or not in a calendar year shall be considered an occupant of the premises. Failure of the Tenant to notify owner of guests shall be grounds for termination of the lease agreement.
6. **UTILITIES AND APPLIANCES:** The **Tenant** shall provide and pay for the following utilities (check all that apply):

**MULTIFAMILY PROPERTY:**

- [ ] Electricity
- [ ] Gas
- [ ] Water
- [ ] Lawn Care & Snow Removal
- [ ] Garbage/Trash & Recycling
- [ ]

If utilities do *not* have a separate meter for billing the Tenant, then the **Tenant shall directly pay Landlord the monthly utility fees listed below.** The same terms apply as are detailed in #2 Amount & Due Date of Rental Payments and #3 Service Fees of this Lease. These utility fees are subject to late fees can be updated via the Annual Fee Policy.

<table>
<thead>
<tr>
<th>Utility</th>
<th>Monthly Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electricity</td>
<td>$........... per month</td>
</tr>
<tr>
<td>Gas</td>
<td>$........... per month</td>
</tr>
<tr>
<td>Water</td>
<td>$........... per month</td>
</tr>
<tr>
<td>Other</td>
<td>$........... per month</td>
</tr>
<tr>
<td>Other</td>
<td>[ ] $........... per month</td>
</tr>
</tbody>
</table>

Tenant shall be responsible for contacting and arranging for any utility service not provided by the Landlord, and for any utilities not listed above. Tenant shall be responsible for having same utilities disconnected on the day Tenant delivers the leased premises back to Landlord upon termination of this Agreement. Failure by tenant to maintain and pay for the specified utilities may result in the termination of the lease. Landlord shall not be responsible for the failure of any utility service caused by conditions beyond its control or damage to Tenant’s personal property as result thereof. Tenant hereby gives permission to Landlord to contact the utility company and hereby releases and authorizes the utility company to release information about my account, including but not limited to my payment history to the Landlord.

Landlord shall furnish the following appliances and fixtures and maintenance thereof:

- cooking range with oven, refrigerator

Landlord shall *not* be obligated to maintain any appliance not listed which may be in the premises. Landlord is not responsible for providing clothes washing machine, dryer, and/or dishwasher.

**LAWN CARE:** Tenant (check one) **is** / [ ] **is not** responsible for lawn/yard maintenance. Such maintenance shall include, without limitation, watering, mowing, edging by fences or other structures, edging and pruning of trees, shrubs and bushes, and weed removal, which includes weed removal from all concrete areas (driveway, sidewalks, patios, etc.), mulched areas, fences and other structures, and the lawn. Tenant shall at all times keep the lawn/yard of the Premises sufficiently watered, well maintained, and in good condition.
SNOW CARE: Tenant (check one) ___ is / ___ is not responsible for snow removal. Such removal includes promptly removing snow and ice from and providing salt treatment to all sidewalks, walkways, driveways, and stairs serving the Premises.

Any maintenance described in this section that Tenant fails to maintain shall be consider damages to the Premises, and Tenant agrees that Landlord may have such maintenance performed by Landlord or a third party and charge Tenant the costs of such maintenance.

7. **PETS:** Tenant can NOT KEEP PETS OR ANIMALS OF ANY KIND ON THE PREMISES, WITHOUT THE WRITTEN CONSENT OF THE LANDLORD. If Tenant receives written consent from the landlord to keep a pet, the tenant accepts full responsibility of cleaning all pet waste. Tenant is responsible to pay a nonrefundable Pet Deposit of $200.00 and monthly pet fees of $30.00.
   a. Unauthorized Pets: If an unauthorized pet is found on the premises the tenant will be charged a $200.00 pet fee. The lease will also be subject to termination.
   b. Animal Breeding: Tenant shall not conduct animal breeding nor allow any animal to breed and produce offspring on the Premises, whether that animal is owned by the Tenant or not. Any violation of this section shall be an immediate and incurable default of this Lease and shall be cause for eviction.

8. **NOTICES and PAYMENT OF RENT:** Any notice required of Tenant hereunder shall be deemed sufficient if delivered by hand or by U.S. Mail. Notices by email or telephonic text will not be accepted. Notice to the Landlord must be in writing and delivered by hand or mail. The following address is to be used for the purpose of receiving rent and notices to the Landlord:

   **Casa Property Management**
   **1331 S. 33rd street**
   **Lincoln, NE 68510**

9. **TERMINATION OF LEASE:** This agreement or extension thereof may be terminated at the end of the lease term by Tenant giving a proper thirty (30) days written notice prior to the first of the month. Any notice delivered after the first day of the month shall be construed as having been received on the first day of the month following. Termination of tenancy shall be honored at the end of the month only.
   a. **Termination Prior to Completion of Term:** Termination charge: Tenant shall pay the greater of Fifteen percent (15%) of the total sum of the rent payments for the lease term or one month's rent to the Landlord as damages for breach of the lease. Tenant will be liable for rent and service fees accrued until the premises can be re-rented and will be liable for all costs accrued by landlord in obtaining the new tenant. If such termination is due to the default of the tenant, then Landlord may declare that the entire amount of the rent then due and owing shall be immediately due and payable.
   b. **Voluntary Termination and Release:** Tenant on at least thirty (30) day's written notice, may request release of all rights of Tenant and offer to surrender possession of the premises. If the request for release is accepted by the Landlord, the Tenant shall release Tenant's rights on a form provided by or acceptable to Landlord. The release and surrender shall terminate the obligations of Tenant to pay any rent on the premises or other charges that would normally accrue under this lease. In order to exercise such right of early termination, the Tenant shall pay the termination charge to the Landlord as consideration for such release of obligation. No release shall be accepted until all prior rents are paid. Tenant shall be responsible for all rent and lawful expenses incurred by Landlord in regaining possession of the premises if Tenant refuses to surrender the premises after giving notice as stated above.
c. **Abandon Property:** If the Landlord’s right of reentry is exercised following abandonment of the premises by the Tenant, then Landlord may consider any personal property belonging to the Tenant and left on the premises to have been abandoned in which case Landlord may dispose of all such personal property in any manner Landlord may deem proper and is hereby relieved of any and all liability for doing so.

10. **CONDITION OF PREMISES:** Tenant hereby acknowledges that Tenant has examined the premises prior to the signing of this Agreement or knowingly waived said examination. Tenant acknowledges that Tenant has not relied on any representations made by Landlord or Landlord’s agents regarding the condition of the premises and that Tenant takes premises in its **AS-IS** condition with no express or implied warranties or representations beyond those contained herein or required by applicable law. At the time of possession, Tenant shall inspect the dwelling unit and sign a report as to its condition. By signing said report, Tenant accepts the dwelling unit and acknowledges that the premises are in good order, repair, and in safe, clean and tenantable condition except as specifically excepted by the Tenant. Failure to sign a report of condition shall be deemed to be an acceptance of the premises in a safe, clean and tenantable condition. Tenant agrees not to damage the premises through any act or omission, and to be responsible for any damages sustained through the acts or omissions of Tenant, Tenants’ family or Tenant’s invitees, licensees and/or guests. If such damages are incurred, Tenant is required to pay for any resulting repairs within 14 days of demand. Non-payment of such damages will result in termination of this Agreement. At the termination of this Agreement Tenant shall return the premises in as good a condition as when taken by Tenant at the commencement of the lease, ordinary wear and tear excepted. Tenant shall have the right to remove from the premises Tenant’s fixtures placed thereon by Tenant, and Tenant shall restore the premises to as good, safe, sound, orderly and sightly condition as before the addition of Tenant’s fixture. Failing to do this, Tenant shall be obligated to pay for repairs as stated above. This may include but not be limited to drapes, blinds, curtains, electronic wall mounts, shelves, kennels, any plumbing or electrical fixture which may enhance the condition of the premises and any wall paper and paint.

10. **LEAD BASED PAINT:** (Note: If the premises were constructed after 1977 the following does not apply) Landlord has no knowledge of lead-based paint or lead-based paint hazards in the housing and has no records and reports available pertaining to lead-based paint or lead-based paint hazards in the housing except: **N/A**.

a. **Tenant’s Acknowledgment.** By signing this agreement tenant acknowledges having received the information concerning lead-based paint or lead-based paint hazards, having read the following lead warning statement, and having received from landlord the pamphlet *Protect Your Family from Lead in Your Home* prior to entering into this lease.

b. **Lead Warning Statement:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

11. **LINCOLN TENANT BROCHURE:** Tenant acknowledges having received a copy of the City of Lincoln’s Tenant Brochure entitled "A Guide to the City of Lincoln Housing Code". Tenant understands that it is Tenants obligation to notify the landlord of any condition in the premises which needs repair and agrees to notify the landlord prior to contacting the Building and Safety Department of the City of Lincoln.

12. **RECYCLING:** Tenant agrees to abide by all recycling ordinances enacted and enumerated by Lincoln Municipal Code and enforced by the City of Lincoln which are applicable to the residence during the term of this rental agreement.

a. **Hold Harmless:** Furthermore, tenant agrees that any fines, penalties or charges assessed against the landlord as a result of any noncompliance with recycling ordinances, the Tenant agrees to pay any of these costs.

b. **Default:** A 14-30 Day Notice will be issued whereby if tenant fails to comply with the provisions of this Recycling paragraph specifying that the lease will terminate not less than 30-days from the date of that
notice. Furthermore, if after receiving the 14-30 Day Notice, in the next 180 days substantially the same act occurs, the lease will terminate at a date not less than 14 days from the Notice of Noncompliance.

C. Corrugated cardboard: Tenant shall put clean corrugated cardboard in a separate receptacle provided and shall not put clean corrugated cardboard in the trash receptacle or dumpster.

13. **RIGHT OF INSPECTION:** Tenant agrees that the duly authorized agent, employee or representative of the Landlord shall be entitled to enter Tenant's dwelling unit for purposes of inspecting the conditions therein, or making necessary or agreed repairs or improvements thereon during reasonable hours upon one (1) day's notice to Tenant; provided however, that the Landlord shall have the right to enter Tenant's dwelling without prior notice to perform maintenance requested by the Tenant, or if Landlord reasonably believes an emergency exists which requires such entrance or wishes to exhibit the dwelling unit to prospective or actual purchasers, mortgagors, tenants, lessees, workmen, or contractors. The thirty (30) day notice to vacate by the Tenant prior to the termination of the Lease shall be deemed notice to Tenant of Landlord's intent to enter the dwelling unit to show said unit to prospective tenants and repairman at reasonable times in anticipation of the vacancy by the tenant.

14. **TENANT'S AGREEMENT AS TO USE AND MAINTENANCE OF PREMISES:**

Tenant shall:

a. Use the highest degree of care to keep the premises safe, clean and sanitary, and to comply with applicable standards of the Housing and Building Codes. Use all electrical, plumbing, heating, ventilating, and air-conditioning, and other facilities in a reasonable manner. Turn off all water faucets, lights, electrical appliances when not in use and keep heating and cooling equipment at temperature levels as suggested by Federal guidelines to conserve utilities.

b. **NOT KEEP PETS OR ANIMALS OF ANY KIND ON THE PREMISES, WITHOUT THE WRITTEN CONSENT OF THE LANDLORD.** If Tenant receives written consent from the landlord to keep a pet, the tenant accepts full responsibility of cleaning all pet waste. Tenant is responsible to pay a Pet Deposit and monthly pet fees.

c. Not make any changes, remodel, redecorate, paint, or change any lock without written consent of the Landlord.

d. Not attach to or hang from the wall or ceiling any item weighing more than one pound without written consent of the Landlord. Small nails may be used, but do not use adhesive on the walls, or nails in the woodwork or cabinets.

e. Refrain from littering, damaging, impairing the use of or removal of any part of the premises and to prohibit his/her guests or invitees from doing the same. Place garbage and trash only in containers approved by Landlord. Dispose of corrugated cardboard in a lawful manner.

f. Conduct himself or herself and all guests or invitees in a manner which will not disturb his/her neighbor's peaceful enjoyment of the premises.

g. Pay for all repairs resulting from his/her misuse of premises by Tenant, his/her family, agents, pets, guests or invitees, except for ordinary wear and tear.

h. Not carry on any use of premises which would be deemed hazardous by the insurance carrier of the premises.

i. Store personal property on the premises such as bicycles, autos, motorcycles, boats, trailers, etc., only in areas specifically approved by the Landlord.

j. Properly notify Landlord of any known need for repairs to the dwelling unit or premises including, but not limited to, dripping water faucets, running toilets, defective appliances, broken windows, broken doors or any defective part of the premises. Failure to promptly notify landlord may result in Tenant being charged for any damage or loss caused by the failure to promptly report such condition.

k. Hold Landlord harmless for any loss or liability, including reasonable attorney fees, or any personal injury or accident sustained by Tenants, his family, agents, guests or invitees, except where said injury results from the acts and negligence of the Landlord.

l. Not display any signs or exterior lights or markings on the leased premises.
m. Not repair cars or trucks on the premises except in an emergency. Changing oil, washing, and other regular maintenance may not be performed on the property.

n. Keep common areas, decks and/or patios clean, neat, and tidy at all times and agree not to store, hang or drape rugs, towels, laundry, clotheslines, or household items on the railings or other portions of deck or balcony including the exterior of deck, balcony, or porch area.

o. Abide by all rules posted for use of laundry room, swimming pool and clubhouse, if these facilities are included on the premises.

p. Notify Landlord of any anticipated absence from the premises in excess of seven (7) days: failure to notify Landlord may result in Landlord deeming the property and any possession therein to be abandoned.

q. Pay when billed, all fees or charges due.

r. Cooperate with Landlord in keeping unit free of rodents and other pests. Tenant shall permit entry and spraying (or other measures required for pest control) by Landlord or a pest control company.

s. Not operate their own compact washer/dryer units in units where coin operated laundry facilities are provided, unless an additional monthly fee is paid to Landlord for water usage.

t. Test the smoke detector and, if applicable, carbon monoxide detector, weekly in order to maintain it in good working condition. The Tenant shall maintain and replace smoke detector batteries as the sole responsibility of the Tenant in those units in which a battery-operated smoke detector has been provided.

u. Comply with "Tenant Rules and Regulations" which are incorporated herein by reference or which may be adopted hereafter. A violation of any Rule or Regulation shall constitute a breach of the Lease.

15. HAZARDOUS MATERIALS: Neither Tenant, nor any of Tenant's agents, contractors, employees, licensees or invitees shall at any time handle, use, manufacture, store or dispose of in or about the Premises any flammables, explosives, radioactive materials, hazardous wastes or materials, toxic wastes or materials, or other similar substances, petroleum products or derivatives or any substance (collectively "Hazardous Materials") subject to regulation by or under any federal, state and local laws and ordinances relating to the protection of the environment or the keeping, use or disposition of environmentally hazardous materials, substances, or wastes, presently in effect or hereafter adopted, all amendments to any of them, and all rules and regulations issued pursuant to any of such laws or ordinances (collectively "Environmental Laws"). Tenant shall protect, defend, indemnify and hold landlord harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of any actual or asserted failure of tenant to fully comply with all applicable Environmental Laws, or the presence, handling, use or disposition in or from the Premises of any Hazardous Materials, or by reason of any actual or asserted failure of Tenant to keep, observe, or perform any provision of this section.

16. INSURANCE, SUBROGATION and WAIVER: Tenants are required to obtain a Tenants' insurance policy to cover damage to or loss of their possessions, as well as losses to landlord's property resulting from their negligence.

a. All property of every kind and nature belonging to the Tenant or Tenant's guest and invitees which may be in or about the dwelling unit shall be at the risk and responsibility of the Tenant and the Landlord shall not be liable for damage thereto for theft, misappropriation, or loss thereof.

b. The Tenant releases Landlord and their insurers from liability for any damage to Tenant's property which may be in or about the dwelling unit. Tenant hereby waives any right of recovery which it might otherwise have against Landlord, its agents, servants and employees for property damage or loss occurring to Tenant's property in the Premises, to the extent that such loss or damage is of the nature of kind which is covered or coverable by renter's insurance policies regardless of whether, or in what amounts, such insurance is now, or may hereafter be, carried by Tenant, and all such Tenant's policies
shall contain a provision containing a waiver by the insurance carrier of the right of subrogation.
c. Owner has the right to subrogate for costs of tenant caused damages to the tenant and the tenants' insurance policies if any.

17. **DEFAULT**: Landlord's rights in the event of Tenant's default:
a. If rent, or any part thereof, is unpaid when due, Landlord may terminate the lease upon seven (7) days written notice. If Tenant pays rent within the seven (7) days specified in the notice, the lease shall remain in full force and effect.
b. If Tenant fails to comply with the terms of this lease or fails to comply with any statute, ordinance, or regulation materially affecting health and safety Landlord may give notice to Tenant to remedy such breach within fourteen (14) day of such breach and upon failure of the tenant to remedy, may terminate the lease upon thirty (30) days written notice. If the breach is remediable by repairs, the payment of damages or otherwise, and the Tenant adequately remedies the breach before the date specified in the notice, this lease shall remain in full force and effect. If substantially the same breach constituting the noncompliance for which notice was given recurs within six (6) months, the Landlord may terminate this lease upon fourteen (14) days' written notice of the breach and the date of termination.
c. If Tenant breaches the obligation under this lease or any law governing activities on the premises which create a danger to the landlord, landlord's agents, employees, invitees or assigns, landlord may terminate this agreement upon five (5) days' written notice of the breach and the date of termination.
d. No default of the tenant shall terminate the obligation of tenant to pay rent owing under this agreement. If tenant is in default, Landlord, in addition to any other remedies given herein, may declare the entire amount of the rent remaining due under this lease immediately due and payable without further notice or demand.

18. **ATTORNEY'S FEES & COLLECTION FEES**: The prevailing party in an action brought for the recovery of rent and other moneys due or to become due under this lease or by reason of a breach of any covenant herein contained or for the recovery of the possession of said premises, or to compel the performance of anything agreed to be done herein, or to recover for damages to said property, or to enjoy any act contrary to the provision hereof, shall be awarded all the costs in connection therewith, including, but not by way of limitation, reasonable attorney's fees and collection fees.

In the event that legal action must be taken against Tenant to enforce any part of this Lease or applicable laws, Landlord shall be entitled to recover costs and reasonable attorneys' fees incurred in connection therewith, even if action is dismissed (e.g. if Landlord brings lawsuit for eviction against Tenant, but Tenant pays rent due and Landlord chooses to accept payment and dismiss the lawsuit, Tenant will still be responsible for costs and attorneys' fees incurred). This includes but is not limited to legal or other costs for serving notices and eviction of Tenant. If Tenant becomes delinquent on rent or fees due, Tenant agrees to pay all landlord/agent charges including 12% annual interest.

19. **ACTIVITY CREATING A SERIOUS AND CLEAR DANGER and CRIMINAL ACTIVITY**: Tenant specifically covenants that:
a. Tenant and the Tenant's family, guests and agents shall comply with and abide by any federal, state, or municipal statute, ordinance, order, or regulation concerning the use and safety of the premises.
b. Tenant and the Tenant's family, guests and agents shall not allow any use, sale, distribution, trafficking, storage, production, or growth of controlled substances, when such use, sale, distribution, or storage constitutes a violation of any federal, state, or municipal statute, ordinance, order, or regulation.
c. Tenant and the Tenant's family, guests and agents shall not engage in any illegal activity on the Premises and shall not allow any violent criminal activity to take place on the premises. Neither Tenant nor the Tenant's family, guests and agents shall engage in any illegal activity on any other property owned, occupied or managed by Landlord.
d. Tenant and the Tenant's family, guests and agents shall not commit any physical assault or threat of assault; any illegal use or threat to use a firearm or other weapon; any possession of a controlled substance without medical order; or any activity or threats that threaten or injure the health or safety of any person or actual damage to the property. Neb. R.R.S. §76-1431(4)

e. In the event the Tenant violates any portion of this paragraph including all subparts, or if Tenant allows a violation to occur on the Premises, or if any violation of this paragraph occurs within Tenant's area of control or if the Tenant's family, guest or agent shall violate this paragraph, such violation shall constitute a irreparable and material violation of the lease, and the lease shall immediately terminate and the Tenant must vacate the premises upon five (5) days' notice to Tenant. The Landlord's right to terminate shall not be affected by the seriousness of the violation nor by the fact that such offense may have occurred only one time.

f. Damages. In addition to or independent of terminating the lease as provided for herein, Landlord may require the tenant, as additional rent, to pay the sum of $1800.00 (not to exceed three times one month's rent) as damages for breach of lease by allowing such serious and clear danger.

20. PARKING: Tenant is authorized to park ___________ (number of vehicles) on the premises. Failure to notify the Landlord of any and all of Tenant's vehicles which will be parked on the premises or parking of additional vehicles on the premises, shall subject such vehicle being towed.

   a. Guests of Tenant shall park their vehicle(s) on premises, any vehicle of a guest parked on the premises shall be subject to being towed, without notice, even if the guest's vehicle is parked in the Tenant's parking space.
   b. Tenant shall comply with Lincoln Municipal Code Chapter 10.42 herein referred to as local parking ordinance. Tenant must comply with local parking ordinance in the registering of any vehicle parked on the premises and shall indemnify and hold harmless the Landlord for tenant's violation of local parking ordinance. Any of tenant's vehicles or any of tenant's guest's vehicles parked in violation of local ordinance may be subject to towing of the vehicle at tenant's expense, without notice or warning.
   c. Vehicles parked at the Premises must be in working, drivable condition. Tenant may not repair Tenant's vehicles on the Premises if such repairs take longer than one day, unless in an enclosed garage. Vehicles may never, under any condition, be parked in or driven on the yard of the Premises. Tenant may not park more than one vehicle, per adult living at the home, at the Premises. Tenant has no rights in or to any particular parking spot, and Landlord does not guarantee Tenant a parking spot on the Premises or any property surrounding the Premises. If street parking is permitted by applicable laws, Tenant may be permitted to park vehicles on the street in front of the Premises in accordance with all such laws; however, Landlord does not guaranty the availability, quality or location of any street parking. In no event shall Landlord be liable for any damage or loss to Tenant's vehicles or to any personal property contained in such vehicles.

21. SMOKING: Smoking (check one) ___ is / ___X___ is NOT permitted inside the premises.

   a. Smoking is NOT permitted in any common hallways, lobby or areas where smoking would interfere with the quiet enjoyment of any adjoining neighbors. It is not permissible to dispose of cigarette or cigar butts in the lawn, parking lot or other common area of the premises.
   b. Tenant agrees that any damage caused by or related to cigarette, pipe, cigar smoking or any product which burns, smolders or gives off smoke including incense and Vaping shall not constitute ordinary wear and tear within the meaning of Neb. R.R.S. §76-1421. Tenant shall be responsible for all costs and repairs related to the cleaning and repair of damages to the premises and common areas caused by smoking including but not limited to: deodorizing the premises or common areas, sealing and painting the walls and ceiling, and repairing or replacing the carpet and/or pads.

22. DISAGREEMENTS: Landlord is not responsible for resolving, negotiating, or participating in any disagreements between Tenants or their guests including but not limited to disagreements over rent, utilities, living space, sleeping space, and garage/parking space.
23. **CO-SIGNER:** Any person who signs this lease as a cosigner shall not be entitled to possession of the premises nor shall landlord be required or obligated to serve any notice of tenant's default upon the cosigner. Cosigner is jointly and severally liable with the tenants for all rent, service charges and damages during the term of this lease, including any extensions of this agreement and shall, with the tenant, perform the obligations required of tenant. Unless released in writing by Landlord, cosigner's obligation hereunder shall continue through the date when tenant's obligation to pay rent ceases.

24. **DISPOSITION OF PERSONAL PROPERTY:** Landlord is not required to store and is not responsible for any of Tenants' personal property remaining in the premises after the Tenant vacates. Any such property may be disposed of according to the Disposition of Personal Property Landlord and Tenant act.
   a. Tenant shall be responsible for storage and handling of personal property and will be required to pay such charges prior to reclaiming the property.
   b. The Tenant shall provide and routinely update the name and contact information of a person who is authorized to enter the tenant's dwelling unit to retrieve and store Tenant's personal property if the Tenant dies.

25. **WAIVER:** The failure to enforce any right granted herein or by law to Landlord or Tenant shall not constitute a waiver of such right to enforce such right in the future.

26. **MODIFICATION:** This Agreement represents the entire understanding between the parties and shall not be altered, except by written instrument signed by both parties hereto.

27. **ADMINISTRATION:** It is agreed and understood that this agreement is intended to be in full compliance with all provisions of the Nebraska Residential Landlord and Tenant Act (Neb. R.R.S. §§76-1401 to 76-1449 of the Revised Statutes of Nebraska). In the event a final court decree rules any individual provision in noncompliance, the remainder of this Agreement shall continue in full force and effect.

28. **INDEMNIFICATION & LIABILITY:** LANDLORD SHALL NOT BE LIABLE AND TENANT HEREBY WAIVES ALL CLAIMS AGAINST LANDLORD FOR ANY DAMAGE TO ANY PROPERTY OR ANY INJURY TO ANY PERSON IN OR ABOUT THE PREMISES BY OR FROM ANY CAUSE WHATSOEVER, EXCEPT TO THE EXTENT CAUSED BY OR ARISING FROM THE GROSS NEGLIGENCE OF LANDLORD, TENANT SHALL PROTECT, INDEMNIFY AND HOLD THE LANDLORD AND ITS AGENTS, EMPLOYEES OR CONTRACTORS HARMLESS FROM AND AGAINST ANY AND ALL LOSS, CLAIMS, LIABILITY OR COSTS (INCLUDING COURT COSTS AND ATTORNEY'S FEES) INCURRED BY REASON OF (A) ANY DAMAGE TO ANY PROPERTY OR ANY INJURY TO ANY PERSON OCCURRING IN, ON OR ABOUT THE PREMISES TO THE EXTENT THAT SUCH INJURY OR DAMAGE SHALL BE CAUSED BY OR ARISE FROM ANY ACTUAL OR ALLEGED ACT, NEGLIGENCE, FAULT, OR OMISSION BY OR OF TENANT, ITS AGENTS, SERVANTS, EMPLOYEES, INVITEES, OR VISITORS TO MEET ANY STANDARDS IMPOSED BY ANY DUTY WITH RESPECT TO THE INJURY OR DAMAGE; (B) THE CONDUCT OR MANAGEMENT OF ANY WORK OR THING WHATSOEVER DONE BY THE TENANT IN OR ABOUT THE PREMISES OR FROM TRANSACTIONS OF THE TENANT CONCERNING THE PREMISES; (C) TENANT'S FAILURE TO COMPLY WITH ANY AND ALL GOVERNMENTAL LAWS, ORDINANCES AND REGULATIONS APPLICABLE TO THE CONDITION OR USE OF THE PREMISES OR ITS OCCUPANCY; OR (D) ANY BREACH OR DEFAULT ON THE PART OF TENANT IN THE PERFORMANCE OF ANY COVENANT OR AGREEMENT ON THE PART OF THE TENANT TO BE PERFORMED PURSUANT TO THIS
LEASE. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS LEASE WITH RESPECT TO ANY CLAIMS OR LIABILITY ACCRUING PRIOR TO SUCH TERMINATION.

29. **WARRANTY OF INFORMATION:** Tenant warrants all information given in this Agreement, any application preceding this Agreement and/or any other information given by Tenant on which Landlord has based its decision to rent to Tenant is complete, true and accurate at the time of this Agreement. Any violation of this section shall be an immediate and incurable default of this Lease and shall be cause for eviction.

30. **SUBORDINATION:** The Lease is subordinate to all existing and future mortgages, deeds of trust and other security interests on the Premises.

31. **SEVERABILITY:** If any provision of this Lease is found unenforceable or invalid, at Landlord's sole discretion those provisions shall be (a) modified to the extent necessary to comply with such law, or (b) removed from this Lease and will cease to be a part thereof.

32. **HEADINGS:** Section headings or titles in this Lease are for convenience only and shall not be deemed to be part of the Lease.

33. **PRONOUNS:** Whenever the terms referred to in the Lease are singular, the same shall be deemed to mean the plural, as the context indicates, and vice versa.

34. **WAIVER OF JURY TRIAL:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, LANDLORD AND TENANT EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE ARISING OUT OF OR WITH RESPECT TO THIS LEASE OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED HERETO.

35. **NOTICE OF LANDLORD DEFAULT:** In the event of any alleged default in the obligation of Landlord under this Lease, Tenant will deliver to Landlord written notice specifying the nature of Landlord's default. Tenant agrees that verbal notice by Tenant shall not constitute notice of any alleged default for any purposes, legal or otherwise.

36. **COVENANTS, CONDITIONS AND RESTRICTIONS:** This Lease shall be subject to and Tenant shall comply with all recorded covenants, conditions and restrictions affecting the Premises. Tenant's failure to comply with such covenants, conditions and restrictions shall be a default of this Lease.

37. **KEYS:** The following keys have been issued to Tenant:

   - [X] DOOR
   - [ ] DEADBOLT
   - [ ] MAILBOX
   - [ ] LAUNDRY
   - [ ] GARAGE/SHED
   - [ ] OTHER

Upon termination of this lease, all keys whether furnished or made, shall be returned to the Landlord.

   a. Security - Landlord has made an effort to assure that the premises are reasonably secure. Landlord shall not be liable for any loss, injury, damage or claim as a result of the failure of any security device or lock on the premises. Tenant shall not duplicate keys to the premises without the specific written permission of the Landlord.
b. Tenant shall at all times leave any security doors locked and shall not allow access to the building to persons unknown by tenant without permission of landlord. Any security keys which are damaged, lost, or misplaced may be replaced at the tenant's cost and Landlord may require that the security locks be changed, and new keys issued to all tenants. The cost of re-keying the security keys and locks will be billed to the tenant at cost.

c. Tenant shall not change the locks. If Tenant changes the lock without supplying Landlord with a key, and Landlord is prevented from entering the Premises due to the lock change, Tenant shall bear the financial cost of Landlord's effort to enter by force. If Landlord or contractor is unable to enter the Premises to perform repair or maintenance tasks due to the Tenant's unauthorized lock change, Tenant will be charged $100.00 for each violation, which will be charged to Tenant as additional rent and due immediately.

d. Upon vacating the Premises, Tenant shall return all keys to Landlord or Tenant will be charged $30.00 per unreturned key.

e. See Annual Fee Policy for current rates.

38. **ANNUAL FEE POLICY:** The charges and policies stated in the Annual Fee Policy supersede any fees stated herein.

39. **SPECIAL PROVISIONS:**
Tenant acknowledges they have received, reviewed, and signed the following addenda, prior to signing this lease:
- Lead Based Paint _X_
- Crime Free _X_
- Rules & Regulations _X_
- Fire and Monoxide Carbon Prevention _X_
- Landlord & Tenant Responsibilities _X_
- Household Furnishings _____

**TENANTS’ TOTAL MONTHLY PAYMENT:**

Rent $1000.00

Pet Fees $N/A

Utilities $billed to tenant

**TOTAL** $1000.00 

**MONTHLY PAYMENT TO THE LANDLORD**
IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day of November, 2020.

Casa Property Management, LLC., Agent

____________________________
Tenant Signature

____________________________
Tenant Signature

____________________________
Tenant Name

____________________________
Phone Number

____________________________
Email Address

____________________________
Date of Birth

____________________________
Social Security Number or ITIN

____________________________
Tenant Name

____________________________
Phone Number

____________________________
Email Address

____________________________
Date of Birth

____________________________
Social Security Number or ITIN
Tenant Account Numbers and Contacts

UTILITIES
Black Hills Energy account #

Lincoln Electric System account #

Water account # N/A

Other account # N/A

PARKING
Parking Permit # 0027

Parking Spot N/A

EMERGENCY CONTACTS
Emergency Contact #1
Name ________________________________

Phone Number __________________________

Email Address __________________________

Relationship ____________________________
(Parent, sibling, cousin, friend, case worker, etc.)

Emergency Contact #2
Name ________________________________

Phone Number __________________________

Email Address __________________________

Relationship ____________________________
(Parent, sibling, cousin, friend, case worker, etc.)
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement
Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure
(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ___X___ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
(b) Records and reports available to the lessor (check (i) or (ii) below):
(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) ___X___ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)
(c) ______ Lessee has received copies of all information listed above.
(d) ______ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgment (initial)
(e) ___X___ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy
The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Casa Property Management
Lessor

Lessee

Katie Cervantes, Casa Property Management
Agent

Lessor

Lessee

Date

Date

Date
RENT PAYMENTS
Rent is due by the first (1st) of the month and may be paid:

- **ONLINE**
  Activate your Online Portal: [CASAPM.appfolio.com/connect](http://CASAPM.appfolio.com/connect) (click "sign up")

- **APP**
  Download the App “Online Portal By Appfolio” (click "sign up")

- **MAIL** (Money Order or Check)
  Casa Property Management, 1331 S. 33rd street, Lincoln, NE 68510

- **OFFICE DROPBOX** (Money Order or Check)
  Our office is located at 1331 S. 33rd street, Lincoln, NE 68510. There is a secure drop box, monitored by a 24-hour surveillance system, on the south side of the office building near the parking lot.

MAINTENANCE
CALL 402-325-1018 or
Submit a “Maintenance Request” via [LincolnCasa.com](http://LincolnCasa.com) or by using the App “Online Portal By Appfolio.”

OFFICE
402-499-5511. Address 1331 S. 33rd street, Lincoln, NE 68510

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PAGO DE RENTA
La renta se paga el primer (1º) día del mes y puede pagarse:

- **ENLíNEA**
  Activa tu portal en línea: [CASAPM.appfolio.com/connect](http://CASAPM.appfolio.com/connect) (hacer clic "sign up")

- **APP**
  Bajar la aplicación "Online Portal By Appfolio" (hacer clic "sign up")

- **POR CORREO** (Money Order o Cheque)
  Casa Property Management, 1331 S. 33rd street, Lincoln, NE 68510

- **SI DESEA DEJAR SU RENTA PERSONALMÉTE** (Money Order o Cheque)
  Nuestra oficina está ubicada en el 1331 S. 33rd street, Lincoln, NE 68510. Hay un buzón negro, con sistema de vigilancia las 24 horas, en el lado sur del edificio de la oficina, cerca del estacionamiento.

MANTENIMIENTO
LLAME AL 402-325-1018 se habla español
A través de su aplicación “Online Portal By Appfolio” o visite [LincolnCasa.com](http://LincolnCasa.com)

OFICINA
402-499-5511. Dirección 1331 S. 33rd street, Lincoln, NE 68510
— IMPORTANT —

It is the **TENANT’S RESPONSIBILITY** to call the utility companies designated below to start service and put the bill in your name at your new address.

*Es la **RESPONSIBILIDAD DEL INQUILINO** llamar a las empresas de servicios públicos designadas a continuación para iniciar el servicio y poner la factura a su nombre en su nueva dirección.*

- **Electricity / La Electricidad**
  - Lincoln Electric System
  - 402-475-4211

- **Gas / El Gas**
  - Black Hills Energy
  - 888-890-5554

- **Water / El Agua**
  - Lincoln Water System
  - 402-441-7571

- **Trash / La Basura**
  - D&D Refuse *(or your preferred vendor)*
  - 402-423-3708
Thursday night November 5th, myself and two friends were participating in the downtown Lincoln Association shop the block event. We were walking on the sidewalk in front of the Starbucks, on the corner of 12th an P street, when we were struck from behind by 3 girls on scooters going way to fast. They dodged between us, whipping me around an then hitting my friend walking in front of me, driving her extremely hard to the sidewalk. She was taken by EMS to Bryan West. This morning she is undergoing a full hip replacement that was caused by the fall. This is a devastating blow to her. It will complicate her life style. These scooters should never have been allowed because of situations like this. The scooters are left laying on the sidewalks where pedestrians have to walk around them. I’m not sure who is responsible for this program. They could be looking at legal litigation that may be brought forward. A police report was filed and witnesses have come forward.
This program should be stopped before there are more incidents like this.
My contact information is
Pam Folsom
531-500-5720
9332 Northern Sky Rd
Lincoln Ne 68505

Sent from Mail for Windows w
I'd like to know what response is going to be formulated to punish the royal grove over photos posted online with a total lack of following city DHM's during a show? The city is in the RED and they have a packed venue with no one masked up while other live venues are closed? So follow the rules and be closed or do what you like and apologize later? Laughable.
Do something. Or we the people will, with our next chance to VOTE.
I have attached suggested charter changes for the Charter Revision Commission to discuss and hopefully pass to the Council for consideration.

It may seem early to start this process, but history shows that getting things through the required steps can take a month or more. To get changes on the April ballot will require having them to the Council no later than the 25th of January or the 22nd of February for the May ballot. Ideally the changes should be given to the Council several weeks before either of these dates to give them time to fully consider the changes without deadline pressure.

Below you will also find emails related to balancing the Commission based on political affiliation. This is also one of the changes that I'm recommending in the attached suggested charter changes. Due to the importance that this Commission has acquired it is vital that it be as politically neutral as possible. With four open seats on the Commission this issue is relevant today.

Thank you for your time and service.

Jim Frohman
7335 Pioneers Blvd
Apt. 212
Lincoln, NE 68506
402.617.2484
jimfrohman@outlook.com
Would support your suggestion.

Nick
Sent from my iPad

On Jul 6, 2020, at 8:51 AM, Jim Frohman <jimfrohman@outlook.com> wrote:

Multiple administrations and councils have stated that before they will consider charter changes, they must be reviewed by the Charter Revision Commission. This consensus has established the Commission as a vital part of the change process that should only be bypassed in very exceptional circumstances.
Currently the municipal code directs the Mayor to “attempt to achieve a balanced commission membership” ... “both geographically and socio-economically”. Since many of the changes the Commission review would be considered partisan issues it is vitally important that this key Commission is also balanced politically. Without this balance every decision made by the Commission could be questioned based on the membership.

There are four possible openings on the Charter Revision Commission. Three members terms expire on 07/15/2020 and Yohance Christie will become an ex officio member later in the month when he becomes City Attorney. This is an opportunity for the Mayor to politically balance this commission.
Currently there are seven democratic members, three nonpartisan members, three members that appear to be unregistered voters, two republican members, and no libertarian members. This is not a balanced membership.

This is a Commission that could have every decision questioned on political terms. The Council is where political decisions should be made. The Commission should be as reasonably as possible a neutral reviewer of charter changes.
I ask the Mayor to balance this Commission politically when making appointments later this month.
I ask the Mayor and Council to update Municipal Code 4.04.010 to explicitly require political balancing of the Charter Revision Commission by making the change below.
4.04.010 Charter Revision Commission Established; Membership.
... In making appointments to the commission, the Mayor shall attempt to achieve a balanced commission membership which shall be a reasonable representative cross- section of the residents of the city, both politically, geographically, and socio-economically. ...
The Charter is a vital part of the foundation of Lincoln. It is important that the Commission charged with reviewing changes is representative of the citizens of Lincoln. It is important that the Commission be balanced both geographically and socio-economically. In these partisan times it is also very important that the Commission be balanced politically.

Jim Frohman
7335 Pioneers Blvd
Apt. 212
Lincoln, NE 68506
402.617.2484
jimfrohman@outlook.com
Revised Changes to the Charter

Presented for Reconsideration

Remove the Public Market section from the Charter.

Remove Municipal Gasoline Station from the Charter.

Cleanup and modernize language in No Discrimination, Political Activities section.

City council districts shall be four quadrants of substantially equal population.

Suggestions to Amend Municipal Code Chapter 4.04 Charter Revision Commission

Require That the Commission Shall Be Balanced Politically

Allow the Commission to Send Highly Political Changes to the Council

Require Adequate Time for Council Consideration
Recommended Changes to the Charter

Remove the Public Market section from the Charter.

My only information about the discussion of the Commission in January on this issue is that no action was taken. I again present this suggestion for your consideration noting that a significant related issue has been resolved recently.

Previously the Commission approved the removal of this section then decided to keep the section as suggested by a subcommittee. The stated reason for keeping the section was that it may be needed to allow for a local food market in Pershing, if Pershing remains a City property. The Pershing issue has been resolved, there will be no public market on the site and the only city owned portion of the site may be a library.

Further I still believe that the objects to removing this section were a misunderstanding of the powers of the City. The City could lease space for a private or non-profit to run a market in Pershing without the Public Market section. The Public Market section allows the City to run the market and profit directly from the market rather than lease the space to a non-profit or private business.

The City should not be in competition with private or non-profit organizations. The Public Market section lets the City become a direct competitor with private and non-profit organizations. I do not believe that this section has ever been used. It should be removed from the Charter.

ARTICLE VIII
STREETS, PUBLIC IMPROVEMENTS, PUBLIC UTILITIES, SPECIAL ASSESSMENTS

Sec. 13. Public Market. The city council may by ordinance purchase grounds for, and erect and establish, market houses and market places and regulate and govern the same, and prescribe the fees to be charged persons for stalls therein; provided, the revenue so derived shall be applied: First, to the payment of the salaries of the officers appointed to take charge of said market; second, to the payment of repairs of the market house; and third, to the payment of the cost of erecting said market house. After all salaries, repairs and costs of construction have been paid, the surplus, if any remaining, shall be disposed of as the council shall direct. The city council may contract with any person or persons, or association of persons, companies or corporations for the erection and regulation of said market house and market place on such terms and conditions and in such manner as the council may prescribe and raise all necessary revenue therefor as herein provided; and locate market houses and market places and buildings aforesaid on any street, alley, or public ground, or any land purchased for such purpose; and provide for the erection of all other useful and necessary buildings for the use of the city and for the protection and safety of all property owned by the city; provided, any such improvement, costing in the aggregate a sum greater than five hundred dollars, shall not be authorized until the ordinance providing therefor shall be first submitted to and ratified by a majority of the legal voters thereof.
Recommended Changes to the Charter

Remove Municipal Gasoline Station from the Charter.

My only information about the discussion of the Commission in January on this issue is that no action was taken. I again present this suggestion for your consideration.

This was approved by the Commission but was not included in the amendments put on May 2019 ballot. The reason given to not include it on the ballot was a concern about impact on Star Tran setting up a CNG station.

Justification sent to Commission members for not presenting the Commission approved repeal to the Council, dated March 5th is shown below.

The Commission recommended striking the municipal gas station language from the Charter. The package on the City Council’s agenda does not include the municipal gas station piece (i.e., the language allowing a municipal gas station would remain in the charter). Subsequent to the Commission recommendations, city staff questioned what impact removing this language would have on the ability of Star Tran to operate its own CNG station in the future. We understand this issue did not come up during the Commission’s discussion of this language. To avoid unintended consequences, and out of an abundance of caution, the package in front of Council does not strike this municipal gas station language.

Questions I sent to the City Attorney, Star Tran director and Mayor on June 19th.

Is there a plan for the city of Lincoln to sell CNG directly to the citizens of Lincoln at retail prices?

Is there a plan for the city of Lincoln to sell CNG directly to the citizens of Lincoln at wholesale prices?

Is it right to say that CNG is not covered by the charter section since the section refers only to gasoline and oil?

Since the section dates from 1934 and since the section refers to "federal allotments for employment relief", a reference to the great depression, isn't it safe to say it is outdated?

On July 1st City Attorney Jeff Kirkpatrick sent the following response.

I am not aware of a current plan for the City of Lincoln to sell CNG to the public like the Airport does. However, the City has moved toward CNG use as a cleaner, cheaper fuel for city buses, its bookmobile, and other vehicles so it is possible that City will see a cost-savings in having a CNG fueling station that sells fuel to the public. The Law Department has not been asked to research the question of whether CNG is gasoline or oil or whether the City could sell CNG if the charter provision was repealed.
None of the questions sent in June have been answered. As of today July 5th, 2020, they have still not been answered.

I suggest that the Commission request that “The Law Department” “research the question of whether CNG is gasoline or oil or whether the City could sell CNG if the charter provision was repealed” which the City Attorney noted had not been requested as of July 1st 2019.

The Commission was right to vote to repeal this section. It does not reference or apply to CNG. It does not apply to internal use of CNG. The City should not get into competition with private business as the justification hints, and if it were to proceed the City would not need this section to do so, it can be done by resolution. And finally, it is extremely outdated. It should be repealed again.

ARTICLE VIII
STREETS, PUBLIC IMPROVEMENTS, PUBLIC UTILITIES, SPECIAL ASSESSMENTS

Sec. 13b. Municipal Gasoline Station. The city council shall have power to engage in the business of selling gasoline and oil to the inhabitants of the city, both at retail and wholesale, and for that purpose shall have power to acquire and own such real and personal property as may be necessary and incident thereto. The city shall not charge for gasoline and oil sold by it more than the cost thereof to the city plus the cost of handling the same, including contingencies; provided any surplus remaining in the gasoline department fund in excess of fifteen thousand dollars at the end of the present fiscal year, 1933, may be transferred to a special fund to be used for the purpose of furnishing employment by the city of Lincoln, or to purchase materials in meeting federal allotments for employment relief in the city; provided further that commencing September 1, 1935, and thereafter, only such surplus as is in excess of twenty thousand dollars may be so transferred for said purposes only and said sum of twenty thousand dollars shall be retained in said gasoline department fund as a revolving fund. (Amendment of August 14, 1934).
Recommended Changes to the Charter

Cleanup and modernize language in No Discrimination, Political Activities section.

My only information about the discussion of the Commission in January on this issue is that there was a vote to continue working on this section. I again present this suggestion for your consideration.

This was approved by the Charter Commission and then revised by the city legal department before being presented to the Council in early 2019. Due to way the process was handled and uncertainty about why changes were made I opposed this change and the Council put it on hold. After further review I propose a modified version of what the legal department presented to the Council. It has minor changes to the legal departments’ recommendation, primarily to simplify and clarify the section.

Below I have incorporated my changes into the proposed legal department changes, my changes are bolded and in the green highlight. Below that I have a variation that I believe to be identical in meaning but much cleaner and easier to understand. Note the changes below have been updated since you last reviewed my suggestions.

Article IX-A
MERIT SYSTEM

Sec. 8. No Discrimination, Political Activities. No action affecting the employment status of an employee or applicant for a position in the city service, including appointment, promotion, demotion, suspension, or removal, shall be taken or withheld by reason of protected class status under federal, state or city law or for reason of political opinion or political affiliation, the race, creed, color, or political opinions or affiliation of the affected person, except that no person shall be employed or retained in the city service who advocates or belongs to an organization that advocates the overthrow or change of our government by force or violence.

No elected official may use public resources to support or oppose a candidate or ballot issue except an elected official’s time is not considered a public resource. No person in the city service may use public resources to support or oppose a candidate or ballot issue, nor shall, except elected officials, and members of election boards and unpaid advisory boards and commissions, a person in the city service use public resources to engage in the following activities in connection with any city issue to be voted upon or any candidate to be nominated for, or elected to, any city office:

(1) Manage a campaign or be a member of a campaign committee for a candidate for nomination for or election to city office or for or against any city issue; provided, however, nothing herein shall prevent the dissemination of facts or information relating to a city issue by persons in the city service acting in their official capacity.

(2) Circulate petitions for candidates for city office, although an employee may sign such a petition;
Recommended Changes to the Charter

(3) Wear campaign buttons or similar emblems, or distribute campaign literature, at work or in a city uniform or in the offices or buildings of the City of Lincoln.

No elected official may use public resources to support or oppose a candidate or ballot issue except an elected official’s time is not considered a public resource.

No elected official may wear campaign buttons or similar emblems, or distribute campaign literature, at work or in a city uniform or in the offices or buildings of the City of Lincoln.

In elections other than city elections, an employee elected officials and employees of the city may not wear campaign buttons or distribute campaign literature while wearing a city uniform or similar emblems, or distribute campaign literature, at work or in a city uniform or in the offices or buildings of the City of Lincoln.

Nothing herein shall be construed as preventing or prohibiting elected officials or employees of the city such persons in the city service from exercising their rights as citizens to publicly or privately express their opinions or to cast their votes.

No person seeking appointment to, or promotion in, the city service shall give, render, or pay any money, service, or other valuable thing to any person in connection with his their test, appointment, or promotion.

Any person who willfully or corruptly violates any of the provisions of this section shall be subject to dismissal and such other punishment as may be provided by law.

Preferred alternative suggestion, strike Section 8 and replace it with the following.

Article IX-A
MERIT SYSTEM

Sec. 8. No Discrimination, Political Activities. No action affecting the employment status of an employee or applicant for a position in the city service, including appointment, promotion, demotion, suspension, or removal, shall be taken or withheld by reason of protected class status under federal, state or city law or for reason of political opinion or political affiliation.

No elected official may use public resources to support or oppose a candidate or ballot issue except an elected official’s time is not considered a public resource.

No employee of the city may use public resources to support or oppose a candidate or ballot issue.
Recommended Changes to the Charter

No elected official or employee of the city may wear campaign buttons or similar emblems, or distribute campaign literature, at work or in a city uniform or in the offices or buildings of the City of Lincoln.

Nothing herein shall be construed as preventing or prohibiting elected officials or employees of the city from the dissemination of facts or information relating to a city issue while acting in their official capacity.

Nothing herein shall be construed as preventing or prohibiting elected officials or employees of the city from exercising their rights as citizens to publicly or privately express their opinions or to cast their votes.

No person seeking appointment to, or promotion in, the city service shall give, render, or pay any money, service, or other valuable thing to any person in connection with their, test, appointment, or promotion.
Recommended Changes to the Charter

City council districts shall be four quadrants of substantially equal population.

Since redistricting will take place in 2021, I believe that this change should again be reviewed by the Commission and passed to the Council.

To prevent gerrymandering of council districts the process needs to be clearly defined. This proposed change is not just an exercise in writing laws. After the last decennial census there was controversy about how the council selected the current districts. This suggested change will make the redistricting process a very straightforward non-political process.

If it is your judgement that this is too political, I would ask that you pass it to the Council noting that due to its political nature, this change has been passed to the Council for their consideration without a recommendation from the Commission.

ARTICLE IV ELECTION AND ORGANIZATION OF ADMINISTRATION RECALL, INITIATIVE AND REFERENDUM

The city shall be divided into four council districts by ordinance passed by the city council, and the boundaries of these districts may be changed by ordinance, but they shall comprise compact and contiguous territory, and each of said districts shall be divided as nearly as practical so that they contain equal populations, and the boundaries of these districts shall be determined as follows:

1. An east west line that intersects the city’s current geographic center and a north south line that intersects the city’s current geographic center shall define the four council districts. These lines, following precinct lines, shall stay as close as possible to a straight line.

2. To perform redistricting the point of intersection of the two lines shall be moved as needed to maintain a substantially equal population in each district while meeting any State requirements. The lines shall continue to follow precinct lines and shall continue to stay as close as possible to a straight line.

A. Only the raw population numbers by precinct from the decennial census data may be used to determine the location of the point of intersection of the lines. Political data, current home address of elected officials, and other considerations cannot be used.

B. Valid solutions for redistricting. A maximum of three solutions shall be presented to the council for approval. If more than one solution is found, the two or three solutions that are closest to the geographic center of the city shall
Recommended Changes to the Charter

be presented to the council. The council must select the final council districts from the presented solutions.
Recommended Changes to the Charter

Suggestions to Amend Municipal Code

The changes below are not changes to the Charter they are changes to the Municipal Code sections that establish and direct the Charter Revision Commission. I present these here to give the Commission the opportunity to provide input into how it functions and to make recommendations to the Mayor and Council.

Require That the Commission Shall Be Balanced Politically

Multiple administrations and councils have stated that before they will consider charter changes, they must be reviewed by the Charter Revision Commission. This consensus has established the Commission as a vital part of the change process that should only be bypassed in very exceptional circumstances.

Currently the municipal code directs the Mayor to “attempt to achieve a balanced commission membership” ... “both geographically and socio-economically”. Since many of the changes the Commission review would be considered partisan issues it is vitally important that this key Commission is also balanced politically. Without this balance every decision made by the Commission could be questioned based on the membership. Currently there are seven democratic members, three nonpartisan members, three members that appear to be unregistered voters, two republican members, and no libertarian members. This is not a balanced membership. This is a Commission that could have every decision questioned on political terms. The Council is where political decisions should be made. The Commission should be as reasonably as possible a neutral reviewer of charter changes.

4.04.010 Charter Revision Commission Established; Membership.

There is hereby created and established a fifteen-member advisory commission to be known as the Lincoln Charter Revision Commission. The members of this commission shall be appointed by the Mayor, subject to approval by the City Council. The initial terms of members appointed to the commission shall be staggered so that three members are appointed for a one-year term, four members are appointed for a two-year term, four members are appointed for a three-year term, and four members are appointed for a four-year term. Thereafter, all members of the commission shall be appointed for a four-year term. In making appointments to the commission, the Mayor shall attempt to achieve a balanced commission membership which shall be a reasonable representative cross-section of the residents of the city, both politically, geographically, and socio-economically. The City Attorney shall be an ex officio member of the commission and shall serve as its legal advisor and secretary. (Ord. 15429 §1; February 12, 1990: P.C. §2.80.010: Ord. 11084 §1; May 6, 1974).

Allow the Commission to Send Highly Political Changes to the Council

Some issues are so politically charged that it is unfair to the Commission members to ask them to decide if a suggested change should be made. Currently the Commission may send recommendations
Recommended Changes to the Charter

to the Mayor and Council “which it shall deem advisable”. This means that the Commission is forced to vote on every issue even if the members feel that the issue is very political and should be handled by an elected body. This suggestion addresses that by allowing Commission members to forward to the Mayor and Council charter changes that are “better decided by a political body”.

4.04.020 Duties; Public Meetings.

The Charter Revision Commission is charged with the duty and responsibility to make recommendations to the Mayor and City Council with regard to revisions to the Home Rule Charter of the City of Lincoln which it shall deem advisable or better decided by a political body. The Commission shall conduct at least one public meeting annually for the purpose of receiving recommendations from the public regarding revisions to the Charter and to take action upon any matters before the commission relating to proposed Charter revisions. (Ord. 20605 §1; December 11, 2017: prior Ord. 15429 §2; February 12, 1990: P.C. §2.80.020: Ord. 11084 §2; May 6, 1974).

Require Adequate Time for Council Consideration

The last two times that charter changes were presented to the Council there was no extra time to consider changes to the amendments before them. They had two meetings to review and vote. In 2019 this forced the Council to leave a Commission recommendation off the ballot since they were up against the deadline for adding issues on the ballot. The Council should have sufficient time to review and possibly bring back for a third or fourth meeting a charter amendment that they want to change.

The amendment in 2019 was changed by the administration after it was approved by the Commission. The Council did not see the Commission approved amendment, only the administration changed amendment. This change raised questions about the process and the intent which when combined with the ballot deadline prevented the Council from carefully reviewing and possibly changing the amendment before them. The Council should see the originally approved amendment and then any administration or Council person recommended changes can be addressed through the Council’s normal amending process.

4.04.040 Deadlines and Administrative Review

The Commission shall forward to the Mayor and City Council its recommendations at least 30 days before the deadline for cities to add special issues to the next election ballot. If the Mayor or Council decide to consider Commission recommendations the unmodified Commission recommendations must be included on the Council agenda for first reading at least four (4) meetings prior to the deadline for cities to add special issues to the next election ballot.