

Planning Commission via conference call. Access the meeting by using Conference Call No.
415-762-9988 with this Meeting ID No. 236-678-6847
Monday, May 11, 2020 7:00 PM
Conference Call: 415-762-9988; Mtg. ID: 236-678-6847
PO Box 1677

Format of meeting by conference call is being conducted in order to comply with social distancing guidelines due to the COVID-19 outbreak and intended to follow the authorization of Executive Order No. 20-03 issued by Governor Ricketts on March 17, 2020.

{{Name: Agenda Item Name}}

{{Rationale: Agenda Item Rationale}} {{AgendaItemEnd}}

1. **Statement of Compliance with Open Meetings Act and roll call.**
2. **Minutes of April 13, 2020, meeting.**
3. **Public hearing - Application of Foreman Lumber for final plat and development agreement of Ekea Addition (41 Avenue and 11 Street).**
4. **Public hearing - Application of Granville Custom Homes, Inc. for final plat and development agreement of Frontier Park Addition (East 14 Avenue and Armory Drive). (Continued from April 13, 2020 meeting.)**
5. **Public hearing - Amendment to the Redevelopment Plan for the Armory Neighborhood Redevelopment Area (Frontier Park Redevelopment Project - Area 9). (Continued from the April 13, 2020 meeting.)**
6. **Public hearing - Third Supplement to the Redevelopment Plan entitled: Amendment to the 33rd Avenue and U.S. Highway 30 Redevelopment Plan (Phase III of the WHO Development Redevelopment Project).**
7. **Public hearing - Application of Columbus Retail, LLC for special use permit to allow convenience storage in a "B-2" (General Commercial District) zone located at 3620 23 Street.**
8. **Public hearing - Application of Lowell Anderson for special use permit to allow the building coverage to be increased from 35 percent to 39 percent in an "R-2(b)" (Urban-Family Residential with an Agricultural Overlay District) zone located at 1539 1 Street.**
9. **Public hearing - Text Amendments to Article 13 of Zoning Code, "Wireless Telecommunications Facilities Siting Ordinance" to add exception for public right-of-way, to define "right-of-way", to provide that the Small Wireless Facilities Deployment Act governs the right-of-way, to add a new subpart to Article 13 providing for small wireless facilities in right-of-way, and to add a new article to the Zoning Code, Article 15, entitled "Permits to Occupy the Right-of-Way".**

10. Appointment of Nominating Committee for Chair and Vice Chair.

11. Building report for April 2020.

12. Adjournment

84-1407. Act, how cited.

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

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.

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.

(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, and (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;

(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) Videoconferencing means conducting a meeting involving participants at two or more locations through the use of audio-video equipment which allows participants at each location to hear and see each meeting participant at each other location, including public input. Interaction between meeting participants shall be possible at all meeting locations.

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; or

(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.

(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.

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

(1) Each public body shall give reasonable advance publicized notice of the time and place of each meeting by a method designated by each public body and recorded in its minutes. Such notice shall be transmitted to all members of the public body and to the public. 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 (a) twenty-four hours before the scheduled commencement of the meeting or (b) 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 meeting of a state agency, state board, state commission, state council, or state committee, of an advisory committee of any such state entity, of an organization created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a public power district having a chartered territory of more than one county in this state, of the governing body of a public

power and irrigation district having a chartered territory of more than one county in this state, of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act, or of a community college board of governors may be held by means of videoconferencing or, in the case of the Judicial Resources Commission in those cases specified in section 24-1204, by telephone conference, if:

- (a) Reasonable advance publicized notice is given;
- (b) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recordation by audio or visual recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if videoconferencing or telephone conferencing was not used;
- (c) At least one copy of all documents being considered is available to the public at each site of the videoconference or telephone conference;
- (d) At least one member of the state entity, advisory committee, board, council, or governing body is present at each site of the videoconference or telephone conference, except that a member of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis, an organization created under the Municipal Cooperative Financing Act, or a governing body of a risk management pool or an advisory committee of such organization or pool may designate a nonvoting designee, who shall not be included as part of the quorum, to be present at any site; and
- (e)(i) Except as provided in subdivision (2)(e)(ii) of this section, no more than one-half of the state entity's, advisory committee's, board's, council's, or governing body's meetings in a calendar year are held by videoconference or telephone conference; or
- (ii) 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, such organization holds at least one meeting each calendar year that is not by videoconferencing or telephone conferencing.

Videoconferencing, telephone conferencing, or conferencing by other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(3) A meeting of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of an entity formed under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act, of a community college board of governors, of the governing body of a public power district, of the governing body of a public power and irrigation district, or of the Nebraska Brand Committee may be held by telephone conference call if:

- (a) The territory represented by the educational service unit, member educational service units, community college board of governors, public power district, public power and irrigation district, Nebraska Brand Committee, or member public agencies of the entity or pool covers more than one county;
- (b) Reasonable advance publicized notice is given which identifies each telephone conference location at which there will be present: (i) A member of the educational service unit board, council, community college board of governors, governing body of a public power district, governing body of a public power and irrigation district, Nebraska Brand Committee, or entity's or pool's governing body; or (ii) A nonvoting designee designated under subdivision (3)(f) of this section;
- (c) All telephone conference meeting sites identified in the notice are located within public buildings used by members of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, Nebraska Brand Committee, or entity or pool or at a place which will accommodate the anticipated audience;
- (d) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recordation by audio recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if a telephone conference call was not used;

(e) At least one copy of all documents being considered is available to the public at each site of the telephone conference call;

(f) At least one member of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, Nebraska Brand Committee, or governing body of the entity or pool is present at each site of the telephone conference call identified in the public notice, except that a member of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis, an organization created under the Municipal Cooperative Financing Act, or a governing body of a risk management pool or an advisory committee of such organization or pool may designate a nonvoting designee, who shall not be included as part of the quorum, to be present at any site;

(g) The telephone conference call lasts no more than five hours; and

(h) No more than one-half of the board's, council's, governing body's, committee's, entity's, or pool's meetings in a calendar year are held by telephone conference call, except that:

(i) 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 telephone conference call if the governing body's quarterly meetings are not held by telephone conference call or videoconferencing; and

(ii) 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 may hold more than one-half of its meetings by telephone conference call if the organization holds at least one meeting each calendar year that is not by videoconferencing or telephone conference call.

Nothing in this subsection shall prevent the participation of consultants, members of the press, and other nonmembers of the governing body at sites not identified in the public notice. Telephone conference calls, 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 means of electronic or telecommunication equipment. 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 other than a member of the public body to appear before the public body by means of video or telecommunications equipment.

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, 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. 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 may require any member of the public desiring to address the body to identify himself or herself.

(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 a telephone conference call 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;

(f) Reasonable arrangements are made to provide viewing at other in-state locations for a videoconference meeting if requested fourteen days in advance and if economically and reasonably available in the area; and

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

(8) Public bodies shall make available at the meeting or the in-state location for a telephone conference call or videoconference, 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. 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.

84-1413. Meetings; minutes; roll call vote; secret ballot; 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, except as provided in subsection (6) of this section, and 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 the minutes is absent due to a serious illness or emergency.

(6) Minutes of the meetings of the board of a school district or educational service unit may be kept as an electronic record.

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.

Effective Date – September 1, 2019

Distributed by the League of Nebraska Municipalities



PLANNING COMMISSION
April 13, 2020

A meeting of the Planning Commission of the City of Columbus, Nebraska, was convened on April 13, 2020, at 7 p.m.

Format of this meeting was by teleconference in open and public session in order to comply with social distancing guidelines due to the COVID-19 outbreak and was intended to follow the authorization of Executive Order No. 20-03 issued by Governor Ricketts on March 17, 2020.

Notice of this meeting was given in advance thereof by publication in the Columbus Telegram with a copy of the proof of publication being on file in the office of the city clerk. Availability of the agenda was communicated in the advance notice and in the notice to the mayor, members of the city council, and planning commission of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

- 1. Statement of Compliance with Open Meetings Act and Roll Call:** Chair Hoefer announced that a copy of the Open Meetings Act was attached to the agenda packet and was accessible on the city's website, www.columbusne.us. Participating in the teleconference meeting were Members Steve Anderson, Colleen Bray, Bob Elsasser, Kim Hoefer, Josh Mueller, Brent Ogle, and Kristy Spawn. Fernando Lopez, Jr. was absent. Chad Kucera was absent and excused. City staff members included City Attorney Gene Schumacher, City Administrator Tara Vasicek, City Engineer Rick Bogus, and Assistant City Clerk Michaela Luckey. Also participating in the teleconference was Mayor Bulkley.
- 2. Minutes of March 9, 2020, meeting:** The minutes were approved with a motion by Elsasser and a second by Mueller. Anderson, Bray, Elsasser, Hoefer, Mueller, Ogle, and Spawn voted "Aye" and none voted "Nay". Kucera and Lopez were absent.
- 3. Public hearing - Application of Foreman Lumber for preliminary plat of Ekea Addition (41 Avenue and 11 Street):** Andrew Willis, on behalf of the applicant, stated that this Addition will have 20 residential lots and one lot will be used for storm water retention. It was noted that the city requires storm sewer to be installed even with a designated storm water retention. Bogus explained that it does not work for 12 Street to extend directly west due to current lots and ownerships; therefore, 12 Street will be offset to maximize the development of the property, with the developer responsible to pay for all street paving. No public testimony was heard. The public hearing closed with a motion by Anderson and a second by Elsasser. Anderson, Bray, Elsasser, Hoefer, Mueller, Ogle, and Spawn voted "Aye" and none voted "Nay". Kucera and Lopez were absent. A recommendation was made to the mayor and council to approve the preliminary plat of Ekea Addition with a motion by Anderson and a second by Bray as it is amenable with the adjacent land use and the future land use and is in accordance with the Land

Development Ordinance. Anderson, Bray, Elsasser, Hoefler, Mueller, Ogle, and Spawn voted "Aye" and none voted "Nay". Kucera and Lopez were absent.

4. **Public hearing – Application of Granville Custom Homes, Inc. for final plat and development agreement of Frontier Park Addition (East 14 Avenue and Armory Drive). (A request was received to continue this public hearing to May 11, 2020):** The public hearing was continued to 7 p.m. on May 11, 2020, with a motion by Anderson and a second by Bray. Anderson, Bray, Elsasser, Hoefler, Mueller, Ogle, and Spawn voted "Aye" and none voted "Nay". Kucera and Lopez were absent.
5. **Public hearing – Application of City of Columbus for final plat of Jackson Subdivision (10 Street and 30 Avenue):** Bogus indicated that the final plat is consistent with the preliminary plat for this three lot subdivision with the intent to retain Lot 1 and potentially sell Lots 2 and 3. No public testimony was heard. The public hearing closed with a motion by Mueller and a second by Ogle. Anderson, Bray, Elsasser, Hoefler, Mueller, Ogle, and Spawn voted "Aye" and none voted "Nay". Kucera and Lopez were absent. A recommendation was made to the mayor and council to approve the final plat of Jackson Subdivision with a motion by Elsasser and a second by Mueller as it is consistent with the preliminary plat and is amenable with the adjacent land use consisting of residential development, future land use, and is in accordance with the Land Development Ordinance. Anderson, Bray, Elsasser, Hoefler, Mueller, Ogle, and Spawn voted "Aye" and none voted "Nay". Kucera and Lopez were absent.
6. **Public hearing – Redevelopment Plan for the West Railroad Neighborhood Redevelopment Area (EKEA, LLC Redevelopment Project – Area 3):** Andrew Willis, on behalf of the applicant, explained that this redevelopment plan coincides with the Ekea Addition preliminary plat that consists of 20 residential lots to be used for workforce housing. He indicated that Tax Increment Financing (TIF) will be used for eligible infrastructure improvements, the project will be completed in three phases over the next three years, and the purchase of homes built will not be income based. No public testimony was heard. The public hearing closed with a motion by Elsasser and a second by Mueller. Anderson, Bray, Elsasser, Hoefler, Mueller, Ogle, and Spawn voted "Aye" and none voted "Nay". Kucera and Lopez were absent. A recommendation was made to the mayor and council to approve the Redevelopment Plan for the West Railroad Neighborhood Redevelopment Area for EKEA, LLC Redevelopment Project in Area 3 with a motion by Elsasser and a second by Anderson. Anderson, Bray, Elsasser, Hoefler, Mueller, Ogle, and Spawn voted "Aye" and none voted "Nay". Kucera and Lopez were absent.
7. **Public hearing – Amendment to the Redevelopment Plan for the Armory Neighborhood Redevelopment Area (Frontier Park Redevelopment Project – Area 9):** The public hearing was continued to 7 p.m. on May 11, 2020, with a motion by Mueller and a second by Bray. Anderson, Bray, Elsasser, Hoefler, Mueller, Ogle, and Spawn voted "Aye" and none voted "Nay". Kucera and Lopez were absent.

8. **Building reports for March 2020:** The building report was approved as presented with a motion by Elsasser and a second by Mueller. Anderson, Bray, Elsasser, Hofer, Mueller, Ogle, and Spawn voted “Aye” and none voted “Nay”. Kucera and Lopez were absent.

9. **Adjournment:** The meeting adjourned at 7:37 p.m.

OFFICE OF THE CITY CLERK

: Michaela Luckey

**NOTICE OF HEARING
TO ALL PARTIES IN INTEREST AND CITIZENS OF
COLUMBUS, NEBRASKA**

You are hereby notified that a public hearing before the Planning Commission of the City of Columbus, Nebraska, will be held on Monday, May 11, 2020, at 7 p.m. on the final plat and development agreement of Ekea Addition, the S1/2 of the SE1/4, NE1/4, SW1/4 of Section 24, T17N, R1W of the 6th P.M., Platte County, Nebraska, except the east 27 feet thereof and Lot 1, Columbus West Viaero Site Addition to the City of Columbus, containing 3.80 acres, more or less (41 Avenue and 11 Street).

Pursuant to the Governor's Executive Order 20-03 and in consideration of the public health and safety, said meeting will not occur in-person and will occur telephonically. All members of the public may attend the meeting and be heard telephonically by dialing 415-762-9988, and entering the access code 236-678-6847 when prompted.

At said time and place, all interested parties may be heard.

Dated this 30 day of April, 2020.

CITY OF COLUMBUS, NEBRASKA
By: Janelle Kline
City Clerk

Publish: 04:30:2020
One Affidavit of Publication

The City of **Columbus**

MEMORANDUM

DATE: May 7, 2020
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: EKEA Addition - Final Plat

RECOMMENDATION:

I recommend the approval of the final plat of EKEA Addition as it is consistent with the Preliminary Plat. The Preliminary Plat was approved by the Planning Commission on April 13, 2020, and City Council on April 20, 2020.

DISCUSSION:

The addition consists of 20 residential lots and one lot for the stormwater treatment facility. The property is currently within the corporate limits. Adjacent segments of 11th Street and 41st Avenue will be concrete paved with storm sewer in accordance with City standards.

FISCAL IMPACT:

Minor street and utility maintenance. Additional right-of-way is being obtained on 11th Street.

ALTERNATIVE:

Do not approve.

CONCURRENCE:

By: _____ Dan Curtis _____

SIGNATURE:

By: _____  _____

Approved By: _____ Tara Vasicek _____

**MAJOR APPLICATION
FOR SUBDIVISION OR ADDITION
PRELIMINARY PLAT / FINAL
(CIRCLE ONE)**

FILED

APR 23 2020

**CITY CLERK
COLUMBUS, NEBR.**

DATE: April 21, 2020

NAME OF SUBDIVISION: Ekea Addition

NAME OF APPLICANT: Foreman Lumber – Craig Foreman

ADDRESS OF APPLICANT: 3920 23rd St., Columbus, NE

PHONE NUMBER: 402-564-2775 APPLICANT E-MAIL: craigforemanlumber.com

NUMBER OF LOTS IN SUBDIVISION: 21

ADDRESS OF SUBDIVISION: 41st Avenue and 11th Street

I hereby apply for a Major Subdivision / Addition and have paid with the preliminary application \$125.00 application fee, \$100.00 reviewing fee plus \$10.00 per lot review fee. I understand that a \$25.00 map update fee will be invoiced once approved.



Owner or Owner's Representative

Tessendorf & Tessendorf
Attorney / Legal Counsel for Applicant

Development Agreement submitted on: _____

City Attorney
Neal Valorz – nvalorz@1492law.com
Gene G. Schumacher – gschum@1492law.com

FINAL PLAT EKEA ADDITION

to the City of Columbus, located in a portion of the SW 1/4, Section 24,
T17N, R1W of the 6th P.M., Platte County, Nebraska.

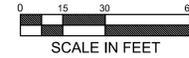


OWNER:
WESTWOOD ADDITION LLC
1154 41st AVENUE
COLUMBUS, NE 68601

SURVEYOR/ENGINEER:
GILMORE & ASSOCIATES, INC.
2670 33RD AVENUE
COLUMBUS, NE 68601



LEGEND
● - Monument Found
○ - Set 5/8" x 24" Rebar
W/Plastic Survey Cap
R - Recorded Distance
M - Measured Distance
X - Calculated Point



LEGAL DESCRIPTION

The S 1/2 of the SE 1/4, NE 1/4, SW 1/4 of Section 24, T17N, R1W of the 6th P.M., Platte County, Nebraska, except the east 27 feet thereof and Lot 1, Columbus West Viaero Site Addition to the City of Columbus, containing 3.80 acres, more or less.

FIELD NOTES - SECTION 24, T17N, R1W

"A", "B", and "C" - Found 5/8" rebar with cap as recorded on a survey by Adam J. Goertzen, L.S. #704, dated September 23, 2014.

"D" - Found 1" iron pipe.

"E" - Southwest Corner S 1/2 SE 1/4 NE 1/4 SW 1/4 - Found 3/4" iron pipe as recorded on a survey by Adam J. Goertzen, L.S. #704, dated September 23, 2014.

0.73' N to southeast corner of telephone pedestal
65.02' S to mag nail in power pole
121.52' N to 5/8" rebar with plastic cap

"F" - Southeast Corner S 1/2 SE 1/4 NE 1/4 SW 1/4 - Found 5/8" rebar as recorded on a survey by Adam J. Goertzen, L.S. #704, dated September 23, 2014.

Rebar was found bent over, said rebar was spun and straightened.
34.99' ESE to the northwest corner of block building
52.53' SE to the southwest corner of block building
75.15' SSW to "X" nails in power pole

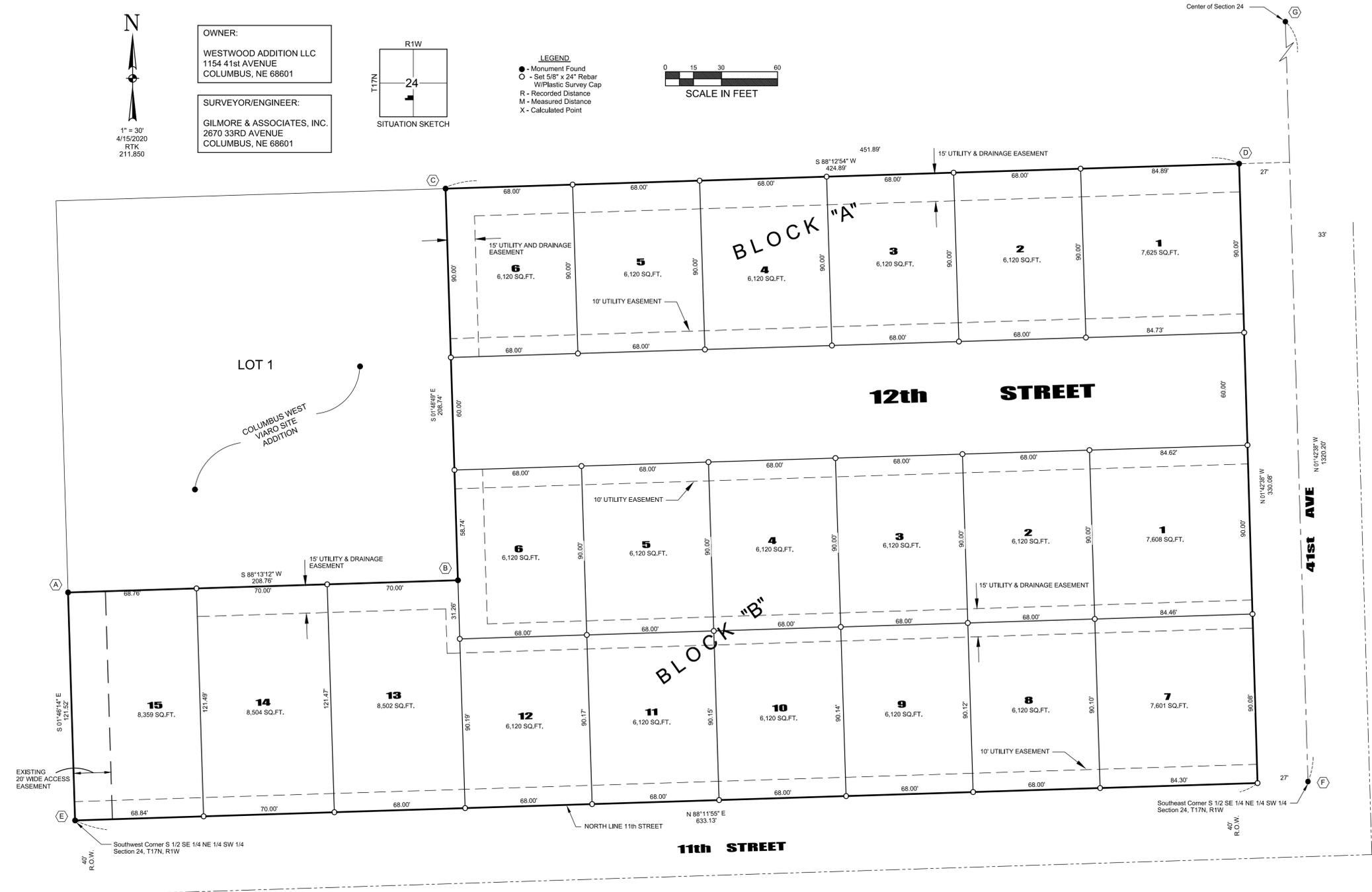
"G" - Center of Section 24 - Found 1" iron pipe in monument well as recorded on a survey by Thomas A. Tremel, L.S. #455, dated and revised March 30, 2005.

30.29' SW to center of manhole lid
32.93' NNW to top center bolt of fire hydrant
28.94' NW to nail in bottle cap in power pole
1' E to centerline of 41st Avenue north-south
8' S to centerline of 15th Street east-west

SURVEYOR'S CERTIFICATE

I, Clyde R. Flowers, Jr., a Registered Land Surveyor of Nebraska, hereby certify that I have accurately surveyed EKEA ADDITION and that the above and foregoing is a true and correct survey thereof and that the lots, blocks, streets, avenues, easements, alleys, and commons and other grounds are well and accurately staked off and marked and correctly designated and shown on the above and foregoing survey. Dated this _____ day of _____, 2020.

Clyde R. Flowers, Jr., Nebraska L.S. #357
GILMORE & ASSOCIATES, INC.



CITY COUNCIL

STATE OF NEBRASKA)
COUNTY OF PLATTE) ss
CITY OF COLUMBUS)

The foregoing plat approved by the City Council of Columbus, Nebraska, by Resolution No. _____ duly passed by the City Council on the _____ day of _____, 2020.

Attest:

City Clerk

Mayor, City of Columbus

PLANNING COMMISSION

STATE OF NEBRASKA)
COUNTY OF PLATTE) ss
CITY OF COLUMBUS)

This plat of EKEA ADDITION to the City of Columbus, Nebraska, approved by the Planning Commission this _____ day of _____, 2020.

Chairman

SCHOOL DISTRICT

STATE OF NEBRASKA)
COUNTY OF PLATTE) ss
CITY OF COLUMBUS)

The above plat approved by School District No. 001, Platte County, Nebraska

Attest:

Secretary

President

11/18/2020 10:54 AM 11/18/2020 10:54 AM

**NOTICE OF HEARING
TO ALL PARTIES IN INTEREST AND CITIZENS OF
COLUMBUS, NEBRASKA**

You are hereby notified that a public hearing before the Planning Commission of the City of Columbus, Nebraska, will be held on Monday, April 13, 2020, at 7 p.m. on the final plat and development agreement of Frontier Park Addition, a tract of land located in the N 1/2 of the NW 1/4 of the SW 1/4 of Section 15, T17N, R1E of the 6th P.M., in the City of Columbus, Platte County, Nebraska, more particularly described as follows: Commencing at the southwest corner of the N 1/2 of the NW 1/4 of the SW 1/4 of Section 15, T17N, R1E of the 6th P.M., in the City of Columbus, Platte County, Nebraska, and assuming the west line of said N 1/2 of the NW 1/4 of the SW 1/4 to have a bearing of N 00°08'15" E; thence N 00°08'15" E, a distance of 60.00 feet, to the point of beginning; thence continuing N 00°08'15" E, a distance of 60.07 feet, to the southwest corner of a tract of land previously surveyed by Bruce L. Gilmore, L.S. #96, dated February 29, 1988; thence S 89°08'42" E, a distance of 209.98 feet, to the southeast corner of said previously surveyed tract; thence N 00°07'57" W, a distance of 149.92 feet, to the northeast corner of said previously surveyed tract; thence N 89°52'40" E, a distance of 800.73 feet; thence S 00°02'39" E, a distance of 206.76 feet, to a point on the north right-of-way line of Armory Drive; thence S 89°53'53" W, and on said north right-of-way line, a distance of 1010.38 feet, to the point of beginning, containing 4.08 acres, more or less (East 14 Avenue and Armory Drive).

Pursuant to the Governor's Executive Order 20-03 and in consideration of the public health and safety, said meeting will not occur in-person and will occur telephonically. All members of the public may attend the meeting and be heard telephonically by dialing 415-762-9988, and entering the access code 236-678-6847 when prompted.

At said time and place, all interested parties may be heard.

Dated this 2 day of April, 2020.

CITY OF COLUMBUS, NEBRASKA
By: Janelle Kline
City Clerk

Publish: 04:02:2020
One Affidavit of Publication

The City of **Columbus**

MEMORANDUM

DATE: May 6, 2020
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: Frontier Park Addition - Final Plat

RECOMMENDATION:

I recommend the approval of the final plat of Frontier Park Addition as it is consistent with the Preliminary Plat. The Preliminary Plat was approved by the Planning Commission on March 9, 2020, and City Council on March 16, 2020.

DISCUSSION:

The addition consists of 14 lots which was part of the 24 lot preliminary plat. The lots are the west 14 and abut Armory Drive. The property is currently within the corporate limits.

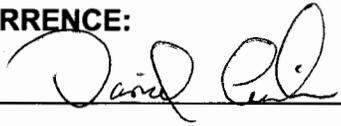
FISCAL IMPACT:

None

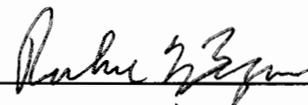
ALTERNATIVE:

Do not approve.

CONCURRENCE:

By:  _____

SIGNATURE:

By:  _____

Approved By:  _____

**MAJOR APPLICATION
FOR SUBDIVISION OR ADDITION
PRELIMINARY PLAT / FINAL
(CIRCLE ONE)**

FILED

MAR 18 2020

**CITY CLERK
COLUMBUS, NEBR.**

DATE: March 17, 2020

NAME OF SUBDIVISION: Frontier Park Addition

NAME OF APPLICANT: Granville Custom Homes, Inc.

ADDRESS OF APPLICANT: 4514 Howard Blvd.

PHONE NUMBER: 402-276-3476 APPLICANT E-MAIL: steven@granville-homes.com

NUMBER OF LOTS IN SUBDIVISION: 14

ADDRESS OF SUBDIVISION: East 14th Avenue and Armory Drive

I hereby apply for a Major Subdivision / Addition and have paid with the preliminary application \$125.00 application fee, \$100.00 reviewing fee plus \$10.00 per lot review fee. I understand that a \$25.00 map update fee will be invoiced once approved.



Owner or Owner's Representative

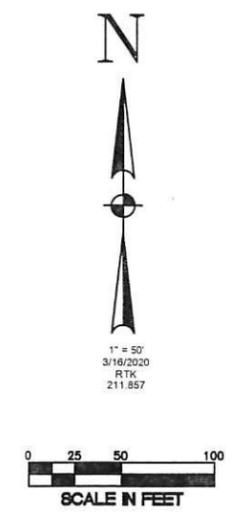
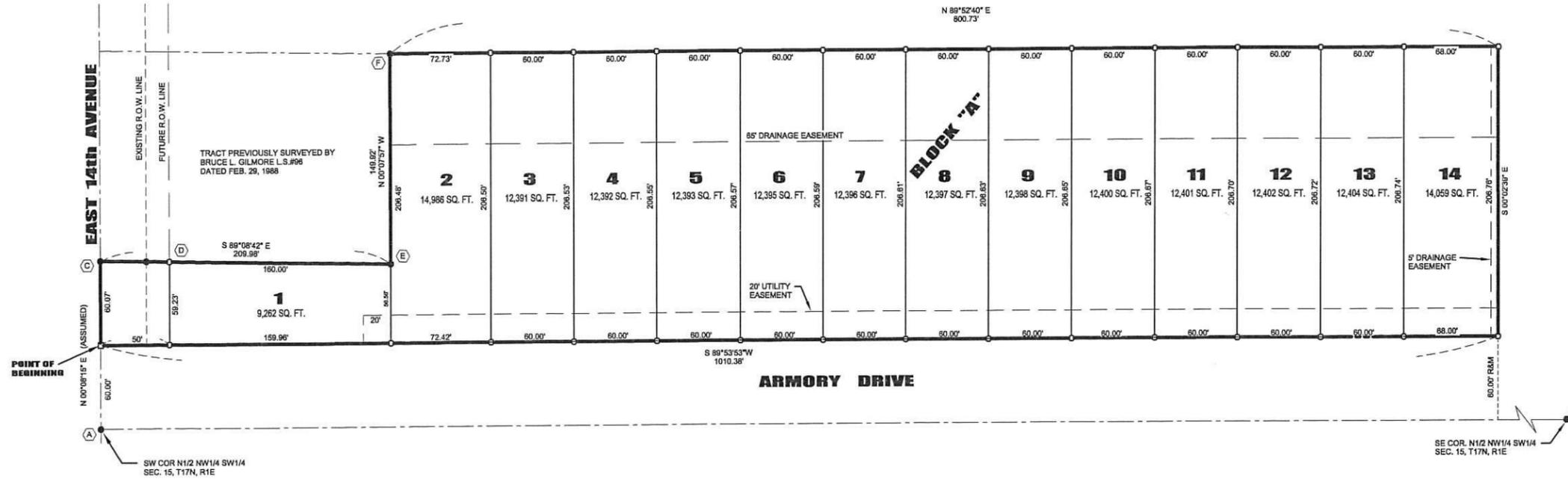
Steven Ramaekers
Attorney / Legal Counsel for Applicant

Development Agreement submitted on: _____

City Attorney
Neal Valorz – nvalorz@1492law.com
Gene G. Schumacher – gschum@1492law.com

FINAL PLAT FRONTIER PARK ADDITION

A tract of land located in the N 1/2 of the NW 1/4 of the SW 1/4 of Section 15, T17N, R1E of the 6th P.M.,
in the City of Columbus, Platte County, Nebraska,



FRONTIER PARK ADDITION LEGAL DESCRIPTION

A tract of land located in the N 1/2 of the NW 1/4 of the SW 1/4 of Section 15, T17N, R1E of the 6th P.M., in the City of Columbus, Platte County, Nebraska, more particularly described as follows:

Commencing at the southwest corner of the N 1/2 of the NW 1/4 of the SW 1/4 of Section 15, T17N, R1E of the 6th P.M., in the City of Columbus, Platte County, Nebraska, and assuming the west line of said N 1/2 of the NW 1/4 of the SW 1/4 to have a bearing of N 00°08'15\"

FIELD NOTES - SECTION 15, T17N, R1E

- "A" - Southwest Corner N 1/2 NW 1/4 SW 1/4 - Found railroad spike 0.4' below asphalt surface as recorded on a survey by Bruce L. Gilmore, L.S. #96, dated February 29, 1988.
35.02' E to "X" nails in power pole
28.35' W to "X" nails in light pole
68.81' NNW to center top nut of fire hydrant
2.5' E to centerline of E 14th Avenue
- "B" - Southeast Corner N 1/2 NW 1/4 SW 1/4 - Found 5/8" rebar with cap as recorded on a survey by Eric M. Breuer, L.S. #586, dated September 3, 2008.
40.41' W to center of manhole lid
17.33' NW to mag nail in top of curb
26.10' NE to mag nail in top of curb
- "C", "D", "E", and "F" - Found 5/8" rebars as recorded on a survey by Bruce L. Gilmore, L.S. #96, dated February 29, 1988.

SURVEYOR'S CERTIFICATE

I, Clyde R. Flowers, Jr., a registered surveyor of the State of Nebraska, hereby certify that this survey was made under my direction on March 18, 2020; that all dimensions are in feet and are correct to the best of my knowledge and belief.



Clyde R. Flowers, Jr.
Clyde R. Flowers, Jr., Nebraska L.S. #357
GILMORE & ASSOCIATES, INC.

CITY COUNCIL

STATE OF NEBRASKA)
COUNTY OF PLATTE) ss
CITY OF COLUMBUS)

The foregoing plat approved by the City Council of Columbus, Nebraska, by Resolution No. _____ duly passed by the City Council on the _____ day of _____, 2020.

Attest:

City Clerk

Mayor, City of Columbus

PLANNING COMMISSION

STATE OF NEBRASKA)
COUNTY OF PLATTE) ss
CITY OF COLUMBUS)

This plat of FRONTIER PARK ADDITION to the City of Columbus, Nebraska, approved by the Planning Commission this _____ day of _____, 2020.

Chairman

SCHOOL BOARD APPROVAL

STATE OF NEBRASKA)
COUNTY OF PLATTE) ss

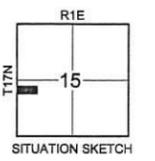
The above plat approved by School District No. 001, of Platte County, Nebraska.

Attest:

Secretary

President

- LEGEND**
- - Monument Found
 - - Set 5/8" x 24" Rebar w/ Plastic Survey Cap
 - - Set Survey Spike in Washer
 - R - Recorded Distance
 - M - Measured Distance



OWNER: GRANVILLE CUSTOM HOMES, INC. 4514 HOWARD BLVD. COLUMBUS, NE 68601	SURVEYOR/ENGINEER: GILMORE & ASSOCIATES, INC. 2670 33RD AVENUE COLUMBUS, NE 68601
--	---

EXISTING ZONING : R-R

Please return to:
Steven Ramaekers
Granville Custom Homes, Inc.
4514 Howard Blvd
Columbus, NE 68601
steven@granville-homes.com
402-276-3476

**FRONTIER PARK ADDITION
DEVELOPMENT AGREEMENT**

THIS AGREEMENT, made and entered into this ____ day of _____, 2020, by and between GRANVILLE CUSTOM HOMES, INC, (hereinafter referred to as "Subdivider") and the CITY OF COLUMBUS , a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City")

WITNESSETH

WHEREAS, Subdivider is the owner of the land included within the proposed plat attached hereto as Exhibit "A", commonly known as FRONTIER PARK ADDITION to the City of Columbus, Platte County, Nebraska, (hereinafter referred to as the "Area to be Developed") within the City's zoning and platting jurisdiction; and,

WHEREAS, the CITY requires public improvements in the Area to be Developed; and,

WHEREAS, the Subdivider wishes to connect the system of sanitary sewers, water, and storm sewers to be constructed within, the Area to be Developed, to the sanitary sewer, water, and storm sewer system of the City.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

For the purpose of this Development Agreement, the following words and phrases shall have the following meanings:

The "cost" or "entire cost" of a type of improvement shall be deemed to include all construction costs, engineering fees, attorneys' fees, testing expenses, publication costs; financing costs and miscellaneous costs.

“Property benefited” shall mean property within the Area to be Developed (Exhibit “A”), which will comprise 4.08 acres of property.

“Street intersections” shall be construed to mean the areas shown in the city policy for the same adopted by Resolution R96-78, which by this reference is made a part hereof.

SECTION I

Subdivider and City covenant that the following public improvements shall be installed and provided by Subdivider as set forth herein, at Subdivider’s expense, subject to the exceptions and clarifications detailed herein:

A. The Subdivider will install water, sanitary and storm sewer systems and sidewalks in accordance with city standards. The Subdivider will be responsible for the design, financing and construction of said public infrastructure improvements as detailed herein.

B. The sanitary sewer system, including, but not limited to: mains, manholes and related appurtenances shall be constructed according to city standards in dedicated street rights-of-way and easements, per plat (Exhibit “A”), same to be located on sanitary sewer plan prepared by a Nebraska Licensed Civil Engineer. The entire cost of sanitary sewer system improvements shall be paid by the Subdivider, with exception of sanitary sewer mains located in a dedicated right-of-way or easement area that are greater than eight (8) inches. In such case the cost over 8-inches shall be paid for by the City subject to the final approval of the plans and specifications by the City.

C. The storm water sewer system, including, but not limited to: mains, inlets, manholes, and related appurtenances shall be constructed according to city standards in dedicated street rights-of-way and easements, per plat (Exhibit “A”) to be located on storm water system plan prepared by a Nebraska Licensed Civil Engineer. The Subdivider will be responsible for the design, financing and construction of said storm sewer system improvements. The entire cost of storm sewer improvements shall be paid by the Subdivider, with exception of storm sewer mains located in a dedicated right-of-way or easement area that are greater than 12-inches. In such case the, the cost over 12-inches shall be paid for by the City subject to the final approval of plans and specifications by the City.

D. The water distribution system, including, but not limited to: mains, hydrants and valves shall be constructed according to city standards within dedicated street rights-of-way and easement per plat (Exhibit "A") on water plan prepared by a Nebraska Licensed Civil Engineer. The Subdivider will be responsible for the design, financing and construction of said water distribution improvements. The entire cost of the water distribution improvements shall be paid by the Subdivider, with exception of water mains located in a dedicated right-of-way or easement area that are greater than six (6) inches. In such case, the cost over 6-inches shall be paid for by the City subject to the final approval of plans and specifications by the City.

E. Natural gas distribution mains shall be located within dedicated street rights-of-way dedicated per plat (Exhibit "A"), which Subdivider will arrange to be installed by the local gas franchisee. Any additional cost participation required by the local gas franchisee for the installation of gas mains, if any, shall be borne by the Subdivider.

F. Subdivider will arrange for underground electrical service to each buildable lot within the Area to be Developed to be provided by Loup Power District at no cost to the City. If any relocation or adjusting of existing electrical mains are required the costs shall be borne by the Subdivider.

G. Subdivider will arrange for street lighting for public streets dedicated per plat (Exhibit "A") or adjacent to the addition to be provided by Loup Power District at Subdivider's cost and at no cost to the City.

H. Subdivider will install the concrete sidewalk four feet wide and four inches thick in accordance with the American's with Disability Act and per City Code on each lot within the Area to be Developed or shall contract with the builder to construct the same at the time each lot is developed. If Subdivider fails to do so, the lot owner along with the Subdivider shall be responsible for installing the sidewalk. If any lot remains a common area lot, Subdivider shall install the sidewalk for said lot(s) as part of the initial construction. Subdivider may delay construction of the sidewalk along East 14th Avenue as it would be part of the Street Improvement District.

I. Grading for the Area to be Developed shall be completed by the Subdivider at the Subdivider's expense pursuant to the drainage and grading plan elevations to be provided by THE ENGINEER Associates and submitted with the Final Plat. Post construction storm water management systems shall be installed and maintained and fully functional in accordance with the City of Columbus Code of Ordinances, Chapter 53, at Subdivider's expense. Subdivider agrees to obtain a Nebraska Department of Environmental Quality, National Pollutant Discharge Elimination System, Construction Storm Water Notice of Intent (NOI), including the Storm Water Pollution Prevention Plan (SWPPP), prior to disturbing more than one acre. The Subdivider shall provide a copy of the NOI, SWPPP, and name and contact information of the certified person/firm providing the inspections to the City as part of the City's Municipal Storm

Sewer Separation System requirements. If less than one acre is disturbed, the Subdivider shall complete a Small Lot NOI SWPPP.

J. Subdivider agrees to not object to the creation of a possible Storm Sewer Extension District which would include a regional storm water treatment facility.

K. Subdivider agrees to not object to the creation of a Street Improvement District on East 14th Avenue.

SECTION II

Subdivider and City covenant and agree that the Subdivider will abide by and incorporate into all of its construction contracts the provisions required by the regulations of the City pertaining to construction of public improvements, and testing procedures therefor, except as otherwise provided in this Development Agreement.

SECTION III

A. Subject to the conditions and provisions hereinafter specified, the City hereby grants permission to the Subdivider to connect its sewer system to the sewer system of the City in such manner and at such place or places designated on plans submitted by the Subdivider's engineer and approved by the City.

B. Without prior written approval by the City, the Subdivider shall not permit any sewer lines or sewers outside the present boundaries of the Area to be Developed to connect to the sewer or sewer lines of the Area to be Developed, any sewers of the City, any outfall sewer of the City, or any sewage treatment plant of the City. The City shall have exclusive control over connections to its sewers whether inside or outside the boundaries of the Area to be Developed.

C. At all times, all sewage from and through said Area to be Developed into the City sewer system shall be in conformity with the ordinances, regulations, and conditions applicable to sewers and sewage within the City as now existing and as from time to time may be amended.

D. Before any connection from any premises to the sewer system of the Area to be Developed may be made, a permit shall be obtained for said premises, and its connection from the City, it being expressly understood that the City reserves the right to collect all connection charges and fees as required by city ordinances or rules now or hereafter in force; all such connections shall comply with minimum standards prescribed by the City.

E. Notwithstanding any other provisions of this Development Agreement, City retains the right to disconnect the sewer of any industry, or other sewer user within the Area to be Developed, which is discharging into the sewer system in violation of any applicable ordinance, statute, rule or regulations.

SECTION IV

All buildings built in the Area to be Developed, shall be constructed in compliance with the most recent City of Columbus Building Requirements at the time of application for the building permits, in the extent possible.

SECTION V

Installation of entrance signs or related fixtures and any median landscaping and related fixtures, if any, shall be paid by the Subdivider. Plans for such proposed improvements that are to be located in public right-of-way and a proposed maintenance agreement for the improvements must be submitted to the City for review and approval prior to the installation of improvements.

No separate administrative entity or joint venture, among the parties, is deemed created by virtue of the Development Agreement.

The administration of this Development Agreement shall be through the offices of the undersigned officers for their respective entities.

This Development Agreement shall be binding upon parties, their respective successors and assigns.

This Development Agreement replaces and declares void any prior agreements or resolutions regarding the development of the Area to be Developed

This Development Agreement shall be recorded at the Platte County Register of Deeds office, at the Subdivider's expense, within 30 days of final plat approval.

SECTION VI

The Subdivider shall install all public improvements within a time period of two (2) years after the signing of this Development Agreement, except that sidewalks directly in front of houses shall be constructed before the Occupancy Certificate is issued or within four (4) years after the signing of this Development Agreement, whichever comes first. Any extension of this time period shall be made by favorable recommendation of Planning Commission and approval by the City Council.

IN WITNESS WHEREOF, we the executing parties, by ourselves or our respective duly authorized agents, hereby enter into this Development Agreement:

ATTEST:

CITY OF COLUMBUS

CITY CLERK

MAYOR Date

APPROVED AS TO FORM

CITY ATTORNEY

SUBDIVIDER

GRANVILLE CUSTOM HOMES, INC.

By _____
Steven Ramaekers, President

Dated this ____ day of _____, 2020.

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

On this ____ day of _____, 20____, before me a Notary Public, duly
commissioned and qualified in and for said County, appeared _____,
who is personally known by me to be the identical person whose name is affixed to the
Development Agreement, and acknowledged the execution thereof to be his voluntary act and
deed as such officer of said corporation.

Witness my hand and Notarial Seal the day and year last above written.

Notary Public

(My commission expires: _____)

**NOTICE OF HEARING
TO ALL PARTIES IN INTEREST AND CITIZENS OF
COLUMBUS, NEBRASKA**

NOTICE IS HEREBY GIVEN that a public hearing before the Planning Commission of the City of Columbus, Nebraska, will be held on Monday, April 13, 2020, at 7 P.M., to consider and possibly take action on a redevelopment plan entitled: "Amendment to the Redevelopment Plan for the Armory Neighborhood Redevelopment Area (the Frontier Park Redevelopment Project)," for redevelopment pursuant to the Community Development Law, Nebraska Revised Statutes, sections 18-2101, et seq., within the blighted and substandard Armory Neighborhood Area (a/k/a Redevelopment Area 9), located east of East 14th Avenue between Armory Drive and Minden Drive, in Columbus, Nebraska. The project set forth in the redevelopment plan is located to the northeast of the intersection of Armory Drive and East 14th Avenue.

Pursuant to the Governor's Executive Order 20-03 and in consideration of the public health and safety, said meeting will not occur in-person and will occur telephonically. All members of the public may attend the meeting and be heard telephonically by dialing 415-762-9988, and entering the access code 236-678-6847 when prompted.

A map of the redevelopment area, a map of the project site, and the cost-benefit analysis for the redevelopment project set forth in the redevelopment plan is available for review at the office of the City Clerk at 2424 14th Street, Columbus, Nebraska 68602, telephone number 402-562-4224.

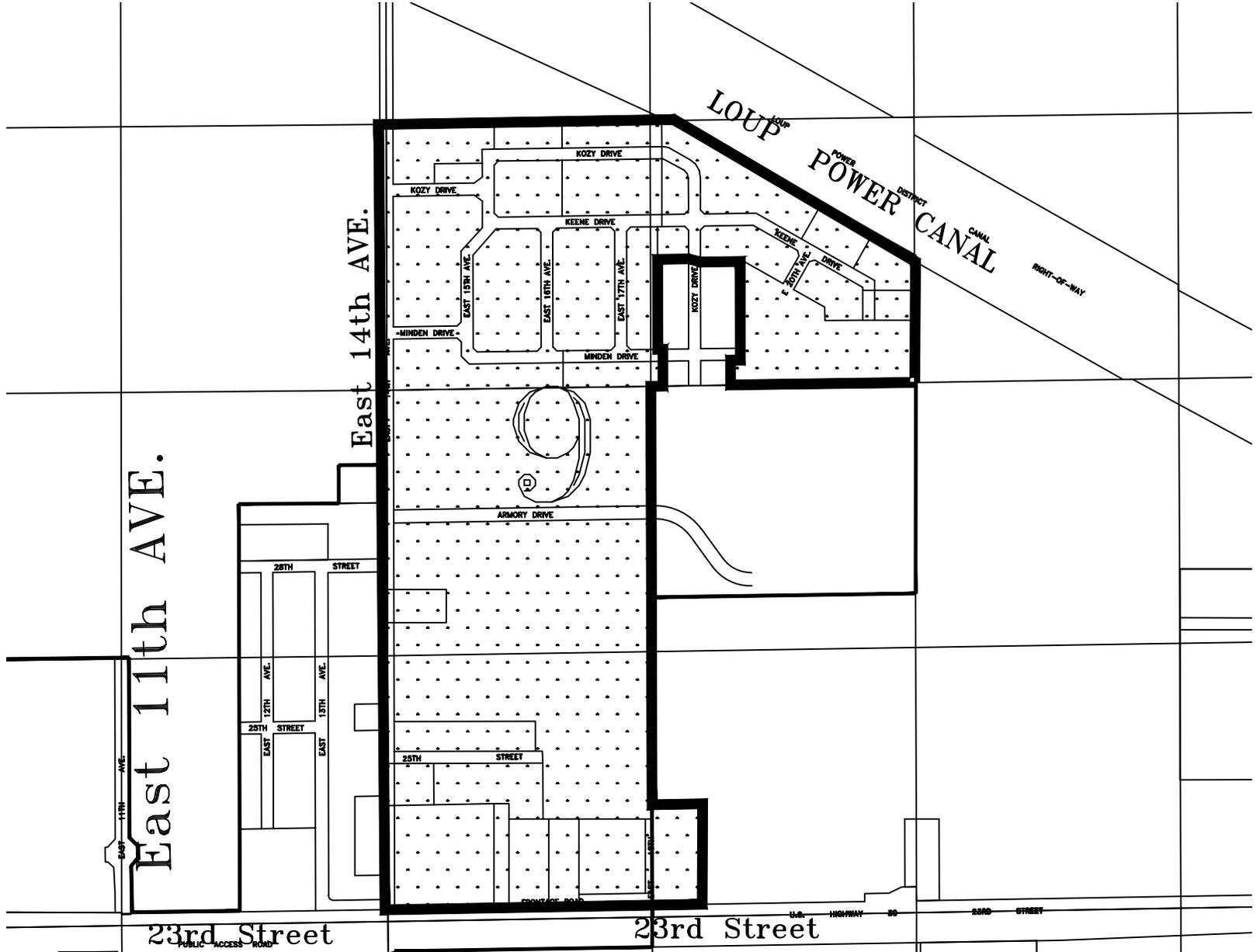
At said time and place, all interested parties may be heard.

Dated this 26 day of March 2020.

CITY OF COLUMBUS, NEBRASKA
By: Janelle Kline
City Clerk

Publish: 03:26:20, 04:02:20
Two Affidavits of Publication

COLUMBUS NE AREA #9





The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

memorandum

DATE: April 9, 2020
TO: Planning Commission
FROM: Tara Vasicek, City Administrator 
RE: Amendment to the Redevelopment Plan for the Armory Neighborhood Redevelopment area, a portion of the Redevelopment Area 9. Frontier Park Redevelopment Project for Housing.

RECOMMENDATION:

Approval of the Amendment to the redevelopment plan for the Armory Neighborhood Redevelopment Area.

DISCUSSION:

The developer, City staff and legal counsel have ensured that the plan meets the proposed land uses and building requirements in the redevelopment area as described in the Plan are designed with the general purpose of accomplishing, in conformance with the City's general plan, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with the present and future needs, promote health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency and economy in the process of development. Under the Plan adequate provision is made for traffic, vehicular parking, and the promotion of safety from fire, panic and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of populations. The provision of adequate transportation, water, sewage and other public utilities, schools, parks, recreational and community facilities and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds and the elimination of, or prevention of the recurrence of, insanitary or unsafe dwelling accommodations or conditions of blight.

The Plan contains a statement of the proposed method and cost of acquisition and preparation for redevelopment of the redevelopment area; that no public improvements are required to be provided except as set forth in the Plan; that there are no estimated proceeds or revenue expected to be obtained by the City from disposal of property to Redeveloper; that the Plan sets forth the proposed method of financing for the proposed redevelopment consisting of direct payment for public improvements or grant assistance to the Redeveloper for the redevelopment area, as designated in the Plan which method of financing is the issuance by the City of its tax increment revenue bonds to provide funds to pay for the costs of certain public improvements directly or of public or private improvements by grant assistance and that there are no families currently living within the redevelopment area, as set forth in the Plan, which are currently expected to be displaced from such area.

It has also been determined that the cost-benefit analysis prepared in conjunction with the Plan and attached thereto sets forth the factors required under section 18-2113 of the Nebraska Revised Statutes and supports the City's adoption and approval of the Plan.

**AMENDMENT TO THE REDEVELOPMENT PLAN FOR
THE ARMORY NEIGHBORHOOD REDEVELOPMENT AREA
(THE FRONTIER PARK REDEVELOPMENT PROJECT)**

PREPARED MARCH, 2020

**BY THE COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF COLUMBUS, NEBRASKA**

A. Introduction

This Amendment to the Redevelopment Plan for the Armory Neighborhood Redevelopment Area (this “Redevelopment Plan”) is a guide for redevelopment activities to remove or eliminate blight and substandard conditions within the City of Columbus, Nebraska (“City”). The Mayor and City Council of the City (the "Council"), recognizing that blighted and substandard conditions are a threat to the continued stability and vitality of the City, designated certain areas of the City to be blighted and substandard and in need of redevelopment pursuant to the requirements of the Nebraska Community Development Law, sections 18-2101 et. seq., as amended (the "Act").

On September 4, 2018, via Resolution No. R18-116, the Council adopted and approved a redevelopment plan (the “General Plan”) for the blighted and substandard community redevelopment area referred to as the Armory Neighborhood Area, a/k/a “Area 9” (referred to herein as the “Redevelopment Area”). The General Plan provides, inter alia, that “the City anticipates that it will amend [the General Plan] to set forth additional redevelopment projects [within the Redevelopment Area] in the future.”

This Redevelopment Plan submits the phased implementation of a redevelopment project in the Redevelopment Area to optimize the tax increment financing ("TIF") resources available for site acquisition, construction of eligible public improvements, and to remove existing and avoid future blighted and substandard conditions. This Redevelopment Plan contemplates the phased construction of approximately 63 single-family homes within the Redevelopment Area (such public and private improvements required therefrom are collectively referred to herein as the "Redevelopment Project").

B. Redevelopment Area; Project Site; Existing Conditions

Exhibit "A", attached hereto and incorporated herein, sets forth the boundaries of the Redevelopment Area. The Redevelopment Area is identical to "Redevelopment Area 9," which the Council previously declared blighted and substandard and in need of redevelopment. The Redevelopment Area is located east of East 14th Avenue between Armory Drive and Minden Drive in the City. Exhibit "A-1", attached hereto and incorporated herein, sets forth the boundaries and existing conditions of the area to be developed as part of the Redevelopment Project (the "Project Site"). The Project Site is located to the northeast of the intersection of Armory Drive and East 14th Avenue. The Project Site is completely engrossed within the blighted and substandard Redevelopment Area and is in need of redevelopment.

C. Conformance with the Comprehensive Plan

It is essential to the City's comprehensive plan for development (the "Comprehensive Plan") that dilapidated, inadequate, or deteriorating portions of the City conform to the current and future needs of the City as it continues to grow and expand. The Comprehensive Plan recommends "contiguous growth of residential land use" throughout the neighborhood encompassing the Redevelopment Area.

Additionally, the "Envision Columbus 2040" comprehensive plan states that the City's "inadequate housing supply remains one of the City's greatest challenges." The "2017 City of Columbus Housing Study" noted the need for additional housing. The study included the following conclusions, among many other findings:

- The City must produce additional housing options across all price-points to enable movement in the market.
- Respondents indicated their strong desire for a variety of smaller housing options including small and mid-size single-family homes, townhomes, duplexes, apartments, and independent senior living opportunities.
- Many respondents expressed the desire for more quality housing units and for better property maintenance overall.

Redeveloper intends to develop the Project Site for the purpose of constructing single-family residences. The City's Comprehensive Plan and other plans for development and expansion of the City contemplate the need for housing. This Redevelopment Plan and the Redevelopment Project described herein further those goals and comply with the City's Comprehensive Plan for land use and development.

Exhibit "B", attached hereto and incorporated herein, shows a portion of the future use map (showing the Redevelopment Area and surrounding areas) included within the City's Comprehensive Plan. The map sets forth an R-R (Rural Residential) designation for future use of the Redevelopment Area. The Redevelopment Project will require a zoning change to single-family residential, and such change shall supersede and control with respect to future use.

D. Redevelopment Project Overview

Redeveloper is the fee simple owner of the Project Site. The Project Site is located to the northeast of the intersection of Armory Drive and East 14th Avenue on a vacant parcel of land. The Redevelopment Project will consist of constructing approximately 63 single-family homes over the course of multiple phases/years, as described in further detail below. The typical house area, excluding basement, is 1,200 square feet to 1,450 square feet with 2-car garage. No

public acquisition of the Project Site is anticipated. Additionally, no families will be displaced as a result of the Redevelopment Project.

The Redevelopment Project will require infrastructure improvements and other public and private improvements which are not financially feasible to undertake at one time. Completing the Redevelopment Project in phases will allow the Redeveloper to maximize the TIF resources available for public improvements, which will be necessary for the Redevelopment Project to succeed. Further, implementation of the Redevelopment Project in multiple phases will allow Redeveloper to construct the private improvements at a rate that the market can support, and to adapt subsequent phases of the project to the changing needs of the City. The Community Development Agency for the City (the "Agency") and Redeveloper anticipate that Redeveloper will construct the Redevelopment Project in four phases consisting of the following private improvements:

"Phase One": Construction of approximately 24 single-family homes.

"Phase Two": Construction of approximately 13 single-family homes.

"Phase Three": Construction of approximately 12 single-family homes.

"Phase Four": Construction of approximately 14 single-family homes.

Each phase may be further divided into sub-phases based upon the rate of construction, such that the "effective date" (as provided under section 18-2147 of the Act) for purposes of TIF will be determined on a lot by lot basis in order to maximize the TIF proceeds available to help finance the public improvements. While the market will determine the actual completion schedule for each phase, Redeveloper anticipates that the buildout of Phase One will take approximately 30 months, and each subsequent phase will take approximately 18 months. However, the Redevelopment Project requires flexibility and may have more or less sub-phases over the course of additional years.

Exhibit "C", attached hereto and incorporated herein, sets forth the proposed site plan for all phases of the Redevelopment Project. Subsequent to the approval of this Redevelopment Plan, Redeveloper intends to re-plat the Project Site in the manner shown thereon.

E. Existing Conditions

1. Existing Land Use

The Project Site consists of vacant, undeveloped land.

2. Existing Zoning

The Project Site is currently zoned as R-R (Rural Residential).

3. Existing Public Improvements

Public access to the Project Site is currently non-existent. The Project Site is without paving, sewer, water, storm sewer, electrical service, public walks, and related infrastructure.

F. Proposed Redevelopment

1. Public Improvements

The Redevelopment Project will require significant infrastructure improvements and other public improvements. These improvements will include, but are not limited to:

a. Public Access; Traffic Flow, Street Layouts and Street Grades

The Project Site will require additional public roadways, as there is currently not access to serve portions of the Project Site. As shown on the Exhibit "C" site plan, the development includes the construction of a through-street connecting to both Armory Drive and East 14th Avenue. Redeveloper will also construct sidewalks per the City's requirements. The public improvements for the Redevelopment Project will address any traffic and street infrastructure concerns that would otherwise be created by the Redevelopment Project. All streets and other public infrastructure constructed by Redeveloper will be subject to review and approval by the City's engineer or other designee of the City.

b. Construction of Water and Sewer Improvements.

Redeveloper will construct or extend water and sewer systems to provide appropriate service to the Project Site; and the Project Site will be filled and graded to provide for effective surface water runoff.

c. Other incidental improvements

The Project Site is currently undeveloped and will require grading to provide effective drainage throughout the area. The Project Site requires filling and grading to properly drain the ground water runoff and provide appropriate grading levels to erect housing units. Redeveloper also anticipates the construction of electric utilities extending to the residences within the Project

Site. The anticipated public improvements (and costs related to the public improvements) for each of the four phases are listed in Exhibit "E", attached hereto and incorporated herein.

d. Additional public facilities or utilities

Other than the construction or extension of the utilities and infrastructure detailed above, Redeveloper and the City anticipate that the existing public facilities and utilities can adequately meet the demands of the Redevelopment Project.

e. Property Acquisition, Demolition and Disposal

No public acquisition of private property or relocation of families or businesses is necessary to accomplish the Redevelopment Project.

f. Population Density

The Project Site currently sits undeveloped and vacant. The Redevelopment Project will increase population density in the area. However, the City desires an increase in population density in the area to provide additional housing in the City. Redeveloper will properly plat the Redevelopment Project to accommodate the increase in population density and construct adequate public infrastructure improvements to accommodate any increase in population density anticipated as part of the Redevelopment Project. The Redevelopment Project will comply with the City's applicable density requirements.

g. Land Coverage

Land coverage for the Project Site includes approximately 17.66 acres of undeveloped land. The Redevelopment Project will consist of the construction of approximately 63 single-family homes, with the footprint shown on the site plan set forth in Exhibit "C". The Redevelopment Project will comply with all applicable land coverage ratios required by the City.

h. Parking

Each dwelling unit will include an attached two-car garage. No parking requirements apply to the Redevelopment Project.

g. Zoning, Building Code and Ordinance

The Project Site is currently zoned as R-R (Rural Residential). The Redevelopment Project requires a change of zoning for the Project Site from R-R to R-1 (Single-Family

Residential. Redeveloper will be responsible for all zoning, building code, or ordinance changes that are necessary for the Redevelopment Project.

3. Private Improvements

Private improvements for the Redevelopment Project Area consist of the construction of approximately 63 single-family homes over the course of four phases (and sub-phases thereof). Redeveloper or other builders taking reconveyance from Redeveloper will construct the private improvements. Paragraph D of this Redevelopment Plan details the anticipated phasing of the private improvements.

G. Project Costs

The total estimated costs of the Redevelopment Project are \$17,269,408 (for all four phases). The estimated costs of the Redevelopment Project are attached and incorporated herein as Exhibit "D". Such figures are only estimates based upon 2020 pricing, and are subject to change without further amendment of this Redevelopment Plan.

H. Implementation

Redeveloper is unable to undertake the construction in Phase One of the Redevelopment Project without some assurance that Redeveloper can undertake the additional phases. According to Redeveloper, it could not complete the initial public improvements for Phase One but-for the approval of the entire Redevelopment Project and, likewise, the subsequent phases of the Redevelopment Project would not occur but-for these initial public improvements. Accordingly, this Redevelopment Plan contemplates that the costs and expenses of all the public improvements for the Redevelopment Project are eligible TIF uses for each phase of the Redevelopment Project (as allocated). As such, Redeveloper may apply the TIF Indebtedness (defined below) generated from each phase of the Redevelopment Project toward the payment of the eligible expenses of the entire Redevelopment Project, if necessary, provided there is no duplication of expenses.

The Redevelopment Project's construction schedule will depend on the rate that the residential dwelling units are sold, but based upon the current housing market and the need for housing in the City, Redeveloper anticipates that Phase One will be completed in approximately 30 months, and the subsequent phases will be completed in approximately 18 months; provided that market demand and other extraneous factors may necessitate that Redeveloper completes one or more phases over a number of additional years. Redeveloper intends to commence the subsequent phase of the Redevelopment Project as soon as the then-current phase is completed. Redeveloper anticipates the following construction schedule:

Phase One:

Construction start date: Upon TIF approval

Construction completion date: October 1, 2022

Phase Two:

Construction start date: March 1, 2023

Construction completion date: October 1, 2024

Phase Three:

Construction start date: March 1, 2025

Construction completion date: October 1, 2026

Phase Three:

Construction start date: March 1, 2027

Construction completion date: October 1, 2028

The anticipated start dates and completion dates for the three phases are preliminary and subject to change based upon market conditions, availability of materials, workforce availability and other extraneous factors. Additional phases or sub-phases spanning a number of years beyond the anticipated completion dates listed above may be necessary as a result of such extraneous conditions or factors. Further, based upon the specific circumstances surrounding the Covid-19 pandemic ongoing at the time of this Redevelopment Plan, and the uncertainty stemming therefrom related to future market conditions and Redeveloper's ability to conduct normal day-to-day business, the construction start date for Phase One may be delayed until the 2022 calendar year in Redeveloper's sole and absolute discretion. Such delay would cause a commensurate delay in the subsequent phases, and such occurrence is specifically acknowledged and permitted in this Redevelopment Plan.

Upon the completion of each phase or sub-phase thereof, Redeveloper will submit to the Agency an amendment to the "redevelopment contract" (as defined in the Act) on a form prescribed by the Agency. Each amendment to the redevelopment contract shall set forth the "effective date" (as defined in the Act) for the pertinent phase or sub-phase and must be submitted to the Agency on or before June 30 of the year in which taxes are to be divided for such phase or sub-phase.

I. Financing

The City and the Agency contemplate the use of TIF for the Redevelopment Project. Section 18-2147 of the Act authorizes the use of TIF. It provides that any ad valorem tax levied

upon real property, or any portion thereof, in a redevelopment project shall be divided, for a period not to exceed fifteen years after the effective date as identified in the redevelopment contract, or amendment thereof, or in the resolution(s) of the authority authorizing the issuance of bonds pursuant to the Act, as follows:

- (a) That portion of the ad valorem tax the levy produces at the rate fixed each year by or for each public body upon the redevelopment project valuation shall be paid into the funds of each such public body in the same proportion as are all other taxes collected by or for the body (“Base Tax Amount”); and
- (b) That portion of the ad valorem tax on real property, as provided in the redevelopment contract or bond resolution, in the redevelopment project in excess of the Base Tax Amount, if any, (referred to herein as “TIF Revenues”) shall be allocated to and, when collected, paid into a special fund of the authority to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such authority for financing or refinancing, in whole or in part, the redevelopment project.

With respect to the Redevelopment Project, the actual base tax year and Base Tax Amount for each phase or sub-phase thereof will be determined in the manner that will be set forth in the redevelopment contract, or amendment thereof, and/or the resolution(s) authorizing the TIF Indebtedness. The Agency and Redeveloper anticipate that the effective dates will be different for each of the phases, and/or sub-phases thereof; and therefore the increment period for each phase or sub-phase thereof will be different. The Agency and Redeveloper anticipate the issuance of one TIF bond or note for each phase of the Redevelopment Project (i.e., four bonds or notes, total); provided that the Agency, in its discretion and upon the reasonable request of Redeveloper, may issue more or less TIF bonds or notes based upon the rate of construction.

Notwithstanding any provision herein to the contrary, all tax revenues resulting from improvements constructed/installed after the commencement of the first portion of each phase or sub-phase thereof shall only be divided and allocated over the applicable 15-year increment period (per phase or sub-phase thereof) or payment of the TIF Indebtedness, whichever occurs first.

1. Necessity of TIF

Redeveloper has represented and warranted to the City that it would not be economically feasible to develop the Redevelopment Project without TIF. In support thereof, Redeveloper represented and warranted as follows in its application to the City for TIF:

The Redevelopment Project as designed is not economically feasible without the use of TIF. The single-family lots are designed in anticipation of smaller single-family units with 2-car garages. Developments are generally tailored to the location of the property in conjunction with a target market that will find the location agreeable with their expectations. The Redeveloper's analysis of this location is that the market would respond best to homes priced on the moderate end of the new-construction spectrum, or approximately \$275,000. At a sale price of \$275,000, Redeveloper's return on investment would be slightly above 0% in relation to the \$17,269,408 total cost of the Redevelopment Project. Accordingly, without TIF, the cost of development plus house construction would far exceed the marketable price points for the properties. Thus, the Redevelopment Project as designed is not economically feasible and will not be constructed but for TIF.

Additionally, due to the significant public improvement costs, Redeveloper would not construct the Redevelopment Project without the use of TIF for all phases of the Redevelopment Project. Construction of Phase One is not feasible without the intent to complete all the phases, and the subsequent phases are not feasible without the use of TIF. Thus, the entire Redevelopment Project must be approved for TIF in order for any individual phase of the Redevelopment Project to proceed.

In accordance with the above representations of Redeveloper, the Redevelopment Project is not economically viable without the assistance of TIF and Redeveloper would not construct the Redevelopment Project without TIF.

2. Sources and Uses of Financing

Based upon the projections provided in Exhibit "E", attached hereto and incorporated herein, the Agency and Redeveloper contemplate issuance of four TIF bonds or notes (the "TIF Indebtedness") in the following principal amounts:

Phase One:	\$995,069
Phase Two:	\$551,317
Phase Three:	\$514,424
Phase Four:	\$568,546

It is anticipated that the TIF Indebtedness will carry an interest rate of 8.0%. Notwithstanding the foregoing, given the extensive period of construction and the unknowns associated with market demand inherent thereto, this Redevelopment Plan contemplates that the number of bonds or notes, and principal amounts and interest rates associated thereto, may be increased or lowered. Notwithstanding the foregoing, the aggregate principal amount shall not exceed the total TIF-eligible costs incurred by Redeveloper, and the aggregate future value of all TIF Indebtedness shall not exceed \$4,516,938, in accordance with the amortization table provided in Exhibit "E". The final principal and interest amount comprising the TIF Indebtedness shall be determined by the Agency and set forth in the redevelopment contract or bond resolution.

The total estimated cost of the Redevelopment Project is \$17,269,408 (for all four phases). Redeveloper anticipates that the balance of the public and private costs exceeding the TIF Indebtedness will be financed by a mix of equity and traditional bank financing. The above figures are only projections and are subject to change as a result of market conditions and other extraneous factors, and may be revised in the redevelopment contract for Phase Two and Phase Three.

J. Cost-Benefit Analysis

A cost-benefit analysis for the Redevelopment Project is attached as Exhibit "F" and incorporated herein.

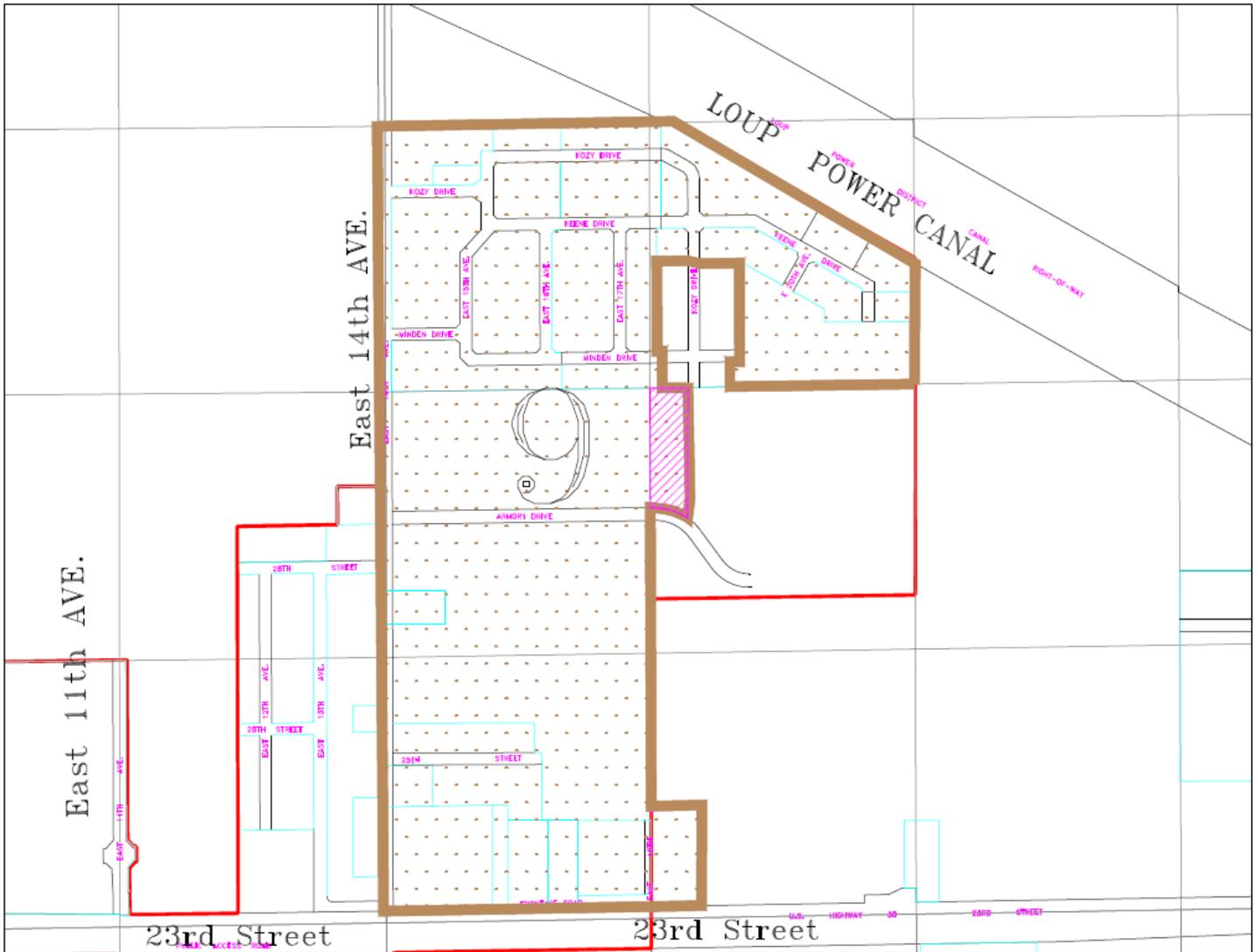
Exhibits:

- Exhibit A: Redevelopment Area
- Exhibit A-1: Project Site and Existing Land Use
- Exhibit B: Future Land Use Map
- Exhibit C: Site Plan and Future Land Use
- Exhibit D: Estimated Construction Cost of the Redevelopment Project
- Exhibit E: Sources and Uses of TIF
- Exhibit F: Cost-Benefit Analysis

EXHIBIT "A"

Project Site and Existing Land Use

Depiction of Redevelopment Area (outlined in brown):



Existing Conditions of Redevelopment Area and Surrounding Area:



Exhibit "A"

EXHIBIT "A-1"

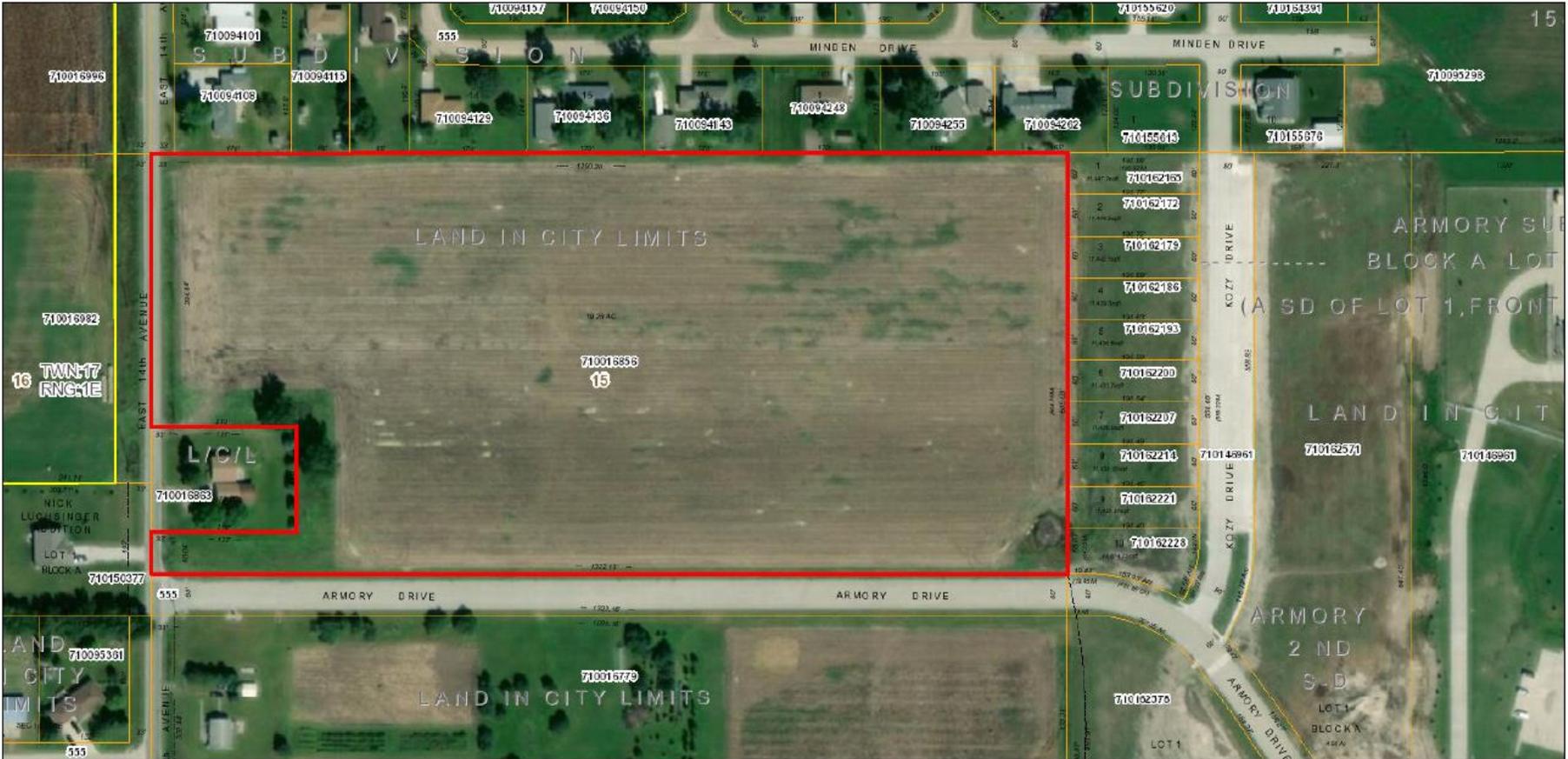
Project Site and Existing Land Use

Legal Description:

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE SIXTH P.M., PLATTE COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE N88°02'45"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 32.83 FEET TO THE SOUTHWEST CORNER OF JOHANNES 1ST SUBDIVISION, AS PLATTED IN THE CITY OF COLUMBUS; THENCE CONTINUING N88°02'45"E ON SAID NORTH LINE AND ON THE SOUTH LINE OF LOTS 12 AND 13 OF SAID JOHANNES 1ST SUBDIVISION, A DISTANCE OF 341.59 FEET TO THE SOUTHEAST CORNER OF SAID LOT 13; THENCE N88°05'39"E CONTINUING ON SAID NORTH LINE AND ON THE SOUTH LINE OF LOTS 14 THROUGH 16 INCLUSIVE, OF SAID JOHANNES 1ST SUBDIVISION, A DISTANCE OF 509.15 FEET TO THE SOUTHEAST CORNER OF SAID LOT 16; THENCE N87°59'52"E CONTINUING ON SAID NORTH LINE AND ON THE SOUTH LINE OF LOTS 1 THROUGH 3 INCLUSIVE OF JOHANNES 2ND SUBDIVISION, AS PLATTED IN THE CITY OF COLUMBUS, A DISTANCE OF 439.59 FEET TO THE NORTHEAST CORNER OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE S01°49'41"E ON THE EAST LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 606.36 FEET TO THE NORTH RIGHT OF WAY LINE OF ARMORY DRIVE AS DESCRIBED IN DEED BOOK 222, PAGE 1182 AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR PLATTE COUNTY, NEBRASKA; THENCE S88°07'05"W ON SAID NORTH RIGHT OF WAY LINE, PARALLEL WITH AND 60.00 FEET DISTANT FROM THE SOUTH LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 1322.20 FEET TO THE WEST LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE N01°55'07"W ON SAID WEST LINE, A DISTANCE OF 60.03 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED BOOK 207, PAGE 992 AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR PLATTE COUNTY, NEBRASKA; THENCE N89°03'59"E ON THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 210.06 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE N01°55'12"W ON THE EAST LINE OF SAID TRACT, A DISTANCE OF 149.96 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE S89°04'09"W ON THE NORTH LINE OF SAID TRACT, A DISTANCE OF 210.05 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE N01°55'07"W ON SAID WEST LINE, A DISTANCE OF 394.76 FEET TO THE POINT OF BEGINNING, CONTAINING 17.66 ACRES, MORE OR LESS.

* Subsequent to the approval of this Redevelopment Plan, the Redeveloper intends to re-plat the Project Site as shown on Exhibit "C". Subsequent to said re-plat, the above legal description shall be replaced with the legal description provided in the re-plat of the Project Site approved by the City.

Depiction and Current Condition (outlined in red):

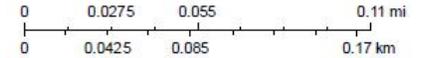


March 23, 2020

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

1:2,257

- Lot Lines
- Columbus City Limits
- Parcels
- Townships
- Sections

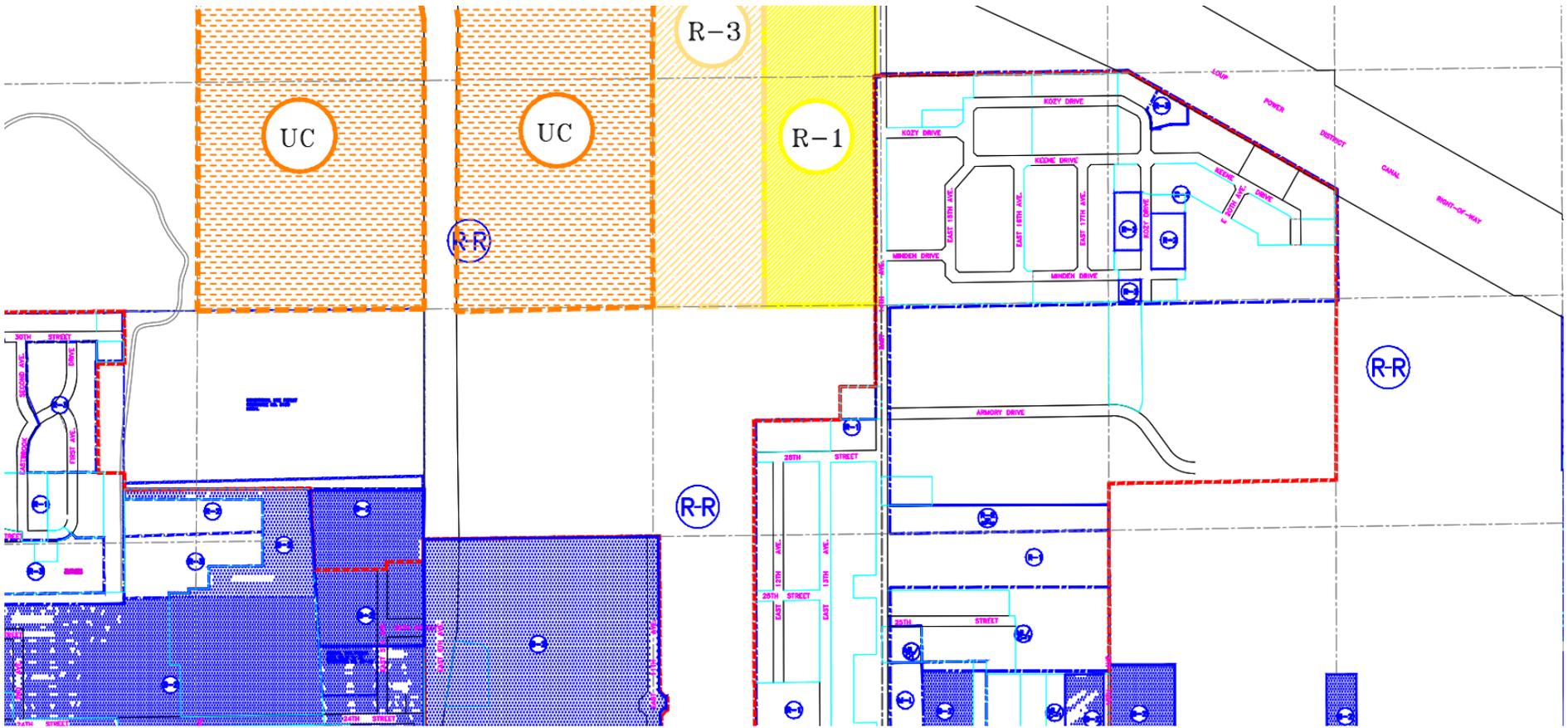


Platte County
gWorks.

Exhibit "A-1"

EXHIBIT "B"

Future Land Use Map

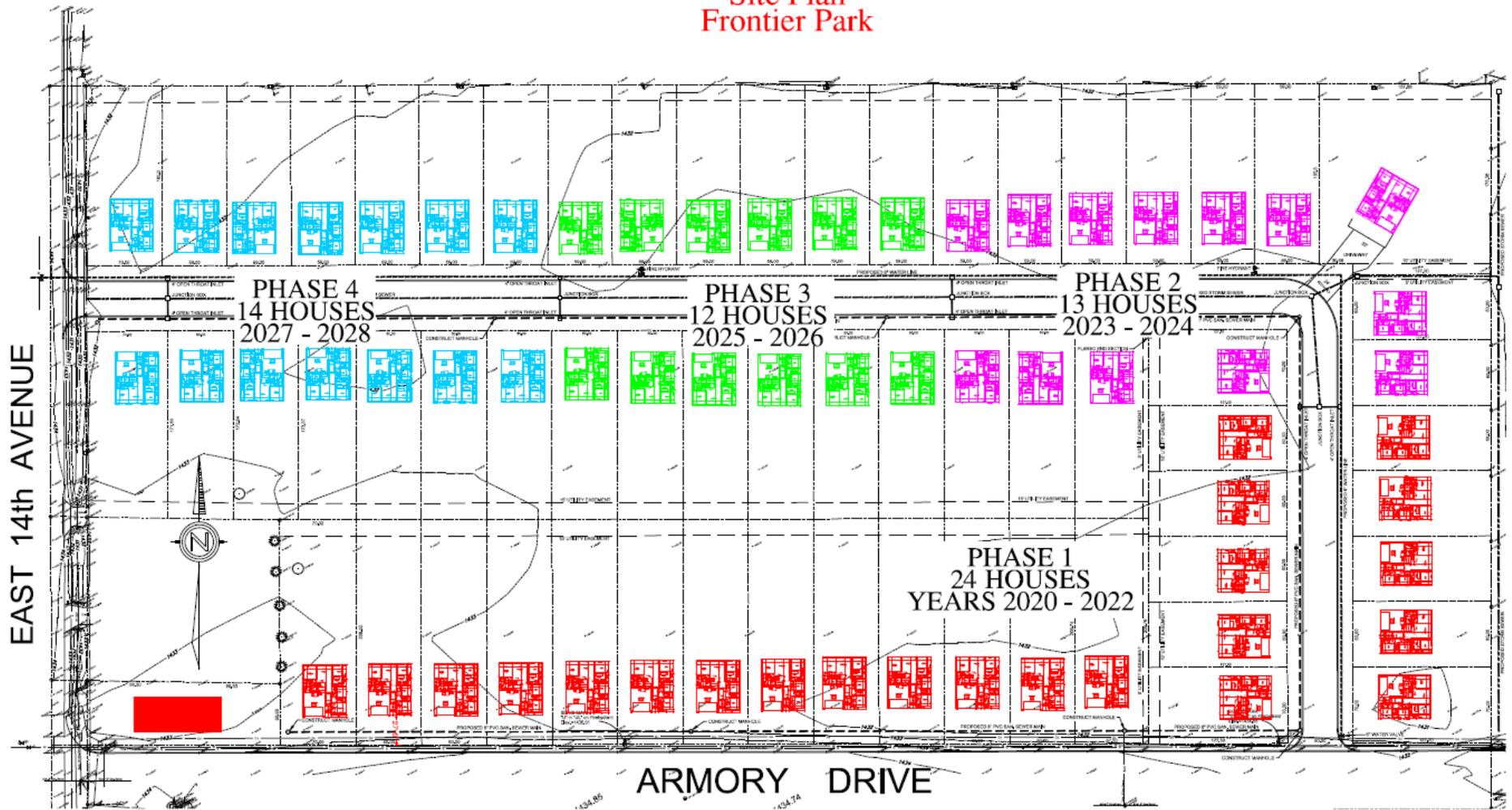


* Project Site designated as R-R (Rural Residential).

EXHIBIT "C"

Site Plan and Future Land Use

**Site Plan
Frontier Park**



* The above is a preliminary site plan and is subject to change.

Exhibit "C"

EXHIBIT "D"

Estimate of Construction Costs

PHASE 1:

Project Costs Estimate_Frontier Park Phase 1	
Land acquisition	\$220,500
Sewer	\$83,430
Water	\$46,580
Dewatering	\$20,000
Grading / Fill	\$160,000
Paving	\$56,199
Testing	\$5,000
Storm Sewer	\$151,491
SWPP Plan	\$5,000
Seeding	\$3,150
Erosion Control (silt fence, inlets protection)	\$5,000
SWPP Maintenance	\$5,000
Regional Stormwater Contribution	\$31,500
Electrical Infrastructure	\$48,000
Sidewalks	\$12,180
Paving Assessment East 14th Ave	\$15,000
Contingencies	\$90,303
Engineering / surveying / platting	\$35,000
Legal fees	\$5,000
City Legal Fees	\$15,000
Building Costs	\$5,520,000
TOTAL PHASE 1	\$6,533,333

PHASE 2:

Project Costs Estimate_Frontier Park Phase 2	
Land acquisition	\$136,500
Sewer	\$35,870
Water	\$34,235
Dewatering	\$20,000
Grading / Fill	\$83,000
Paving	\$71,593
Testing	\$5,000
Storm Sewer	\$67,490
SWPP Plan	\$5,000
Seeding	\$1,950
Erosion Control (silt fence, inlets protection)	\$5,000
SWPP Maintenance	\$5,000
Regional Stormwater Contriubtion	\$19,500
Electrical Infrastructure	\$26,000
Sidewalks	\$5,400
Paving Assessment East 14th Ave	\$0
Contingencies	\$57,154
Engineering / surveying / platting	\$20,000
Legal fees	\$5,000
City Legal Fees	\$5,000
Building Costs	\$2,990,000
TOTAL PHASE 2	\$3,598,692

PHASE 3:

Project Costs Estimate_Frontier Park Phase 3	
Land acquisition	\$112,000
Sewer	\$35,870
Water	\$34,235
Dewatering	\$20,000
Grading / Fill	\$83,000
Paving	\$71,593
Testing	\$5,000
Storm Sewer	\$67,490
SWPP Plan	\$5,000
Seeding	\$1,600
Erosion Control (silt fence, inlets protection)	\$5,000
SWPP Maintenance	\$5,000
Regional Stormwater Contritubtion	\$19,500
Electrical Infrastructure	\$24,000
Sidewalks	\$4,200
Paving Assessment East 14th Ave	\$0
Contingencies	\$54,394
Engineering / surveying / platting	\$20,000
Legal fees	\$5,000
City Legal Fees	\$5,000
Building Costs	\$2,760,000
TOTAL PHASE 3	\$3,337,837

PHASE 4:

Project Costs Estimate_Frontier Park Phase 4	
Land acquisition	\$140,000
Sewer	\$29,400
Water	\$32,320
Dewatering	\$30,000
Grading / Fill	\$59,000
Paving	\$69,634
Testing	\$5,000
Storm Sewer	\$33,108
SWPP Plan	\$5,000
Seeding	\$2,000
Erosion Control (silt fence, inlets protection)	\$5,000
SWPP Maintenance	\$5,000
Regional Stormwater Contribution	\$20,000
Electrical Infrastructure	\$28,000
Sidewalks	\$5,580
Paving Assessment East 14th Ave	\$26,000
Contingencies	\$54,204
Engineering / surveying / platting	\$20,000
Legal fees	\$5,000
City Legal Fees	\$5,000
Building Costs	\$3,220,000
TOTAL PHASE 4	\$3,799,546

COST TOTALS FOR ALL PHASES:

Phase One:	\$6,533,333
Phase Two:	\$3,598,692
Phase Three:	\$3,337,837
Phase Four:	\$3,799,546
Total:	\$17,269,408

* The above estimates are preliminary estimates and subject to change.

** For the project costs that will not be incurred immediately but will occur during subsequent phases, the numbers set forth above are estimated values based on 2020 pricing. These preliminary estimates are subject to change, as Redeveloper has no control over the change in cost of materials and services between the time of the approval of this Redevelopment Plan and commencement of the work on later phases.

EXHIBIT "E"

Sources and Uses of TIF

PHASE 1 USES:

Eligible Expenses_Frontier Park Phase 1	
Land acquisition	\$220,500
Sewer	\$83,430
Water	\$46,580
Dewatering	\$20,000
Grading / Fill	\$160,000
Paving	\$56,199
Testing	\$5,000
Storm Sewer	\$151,491
SWPP Plan	\$5,000
Seeding	\$3,150
Erosion Control (silt fence, inlets protection)	\$5,000
SWPP Maintenance	\$5,000
Regional Stormwater Contribution	\$31,500
Electrical Infrastructure	\$48,000
Sidewalks	\$12,180
Paving Assessment East 14th Ave	\$15,000
contingencies	\$90,303
Engineering / surveying / platting	\$35,000
Legal fees	\$5,000
City Legal Fees	\$15,000
TOTAL:	\$1,013,333

PHASE 2 USES:

Eligible Expenses_Frontier Park Phase 2	
Land acquisition	\$136,500
Sewer	\$35,870
Water	\$34,235
Dewatering	\$20,000
Grading / Fill	\$83,000
Paving	\$71,593
Testing	\$5,000
Storm Sewer	\$67,490
SWPP Plan	\$5,000
Seeding	\$1,950
Erosion Control (silt fence, inlets protection)	\$5,000
SWPP Maintenance	\$5,000
Regional Stormwater Contribution	\$19,500
Electrical Infrastructure	\$26,000
Sidewalks	\$5,400
Paving Assessment East 14th Ave	\$0
contingencies	\$57,154
Engineering / surveying / platting	\$20,000
Legal fees	\$5,000
City legal fees	\$5,000
TOTAL:	\$608,692

PHASE 3 USES:

Eligible Expenses_Frontier Park Phase 3	
Land acquisition	\$112,000
Sewer	\$35,870
Water	\$34,235
Dewatering	\$20,000
Grading / Fill	\$83,000
Paving	\$71,593
Testing	\$5,000
Storm Sewer	\$67,490
SWPP Plan	\$5,000
Seeding	\$1,600
Erosion Control (silt fence, inlets protection)	\$5,000
SWPP Maintenance	\$5,000
Regional Stormwater Conritubtion	\$19,500
Electrical Infrastructure	\$24,000
Sidewalks	\$4,200
Paving Assessment East 14th Ave	\$0
contingencies	\$54,349
Engineering / surveying / platting	\$20,000
Legal fees	\$5,000
City Legal Fees	\$5,000
TOTAL:	\$577,837

PHASE 4 USES:

Eligible Expenses_Frontier Park Phase 4	
Land acquisition	\$140,000
Sewer	\$29,400
Water	\$32,320
Dewatering	\$20,000
Grading / Fill	\$59,000
Paving	\$69,634
Testing	\$5,000
Storm Sewer	\$33,108
SWPP Plan	\$5,000
Seeding	\$2,000
Erosion Control (silt fence, inlets protection)	\$5,000
SWPP Maintenance	\$5,000
Regional Stormwater Conritubtion	\$20,000
Electrical Infrastructure	\$28,000
Sidewalks	\$5,580
Paving Assessment East 14th Ave	\$26,000
contingencies	\$54,204
Engineering / surveying / platting	\$20,000
Legal fees	\$5,000
City Legal Fees	\$5,000
TOTAL:	\$569,246

* The above "Sources" are preliminary estimates based on 2020 pricing and are subject to change.

Exhibit "E"

SOURCES:

General Assumptions:

Base Value: \$4,055 (per lot) un-platted; \$30,000 (per lot) platted
Number of units: 63
Final Value: \$275,000 (per lot)
Tax Levy (2019): 1.893994
TIF Indebtedness: Phase One: \$995,069; Phase Two: \$551,317; Phase Three: \$514,424; Phase Four: \$568,546
Interest Rate: 8.00%

Amortization:

Phase	1	2	3	4
Number of Sub-Phases	3	2	2	2
Effective Date(s)	SP1: 2021 SP2: 2022 SP3: 2023	SP1: 2024 SP2: 2025	SP1: 2026 SP2: 2027	SP1: 2028 SP2: 2029
# of Units (Single Family)	24	13	12	14
TIF Period	15 (per sub-phase)	15 (per sub-phase)	15 (per sub-phase)	15 (per sub-phase)
Base Value (all sub-phases)	\$201,100	\$130,550	\$100,550	\$160,550
Completed Value (all sub-phases)	\$6,600,000	\$3,575,000	\$3,300,000	\$3,850,000
Total Taxes per year (all sub-phases)	\$125,003	\$67,710	\$62,501	\$72,918
Tax Increment per year (all sub-phases)	\$121,194	\$65,238	\$60,598	\$69,878
Less 1% fee	\$119,822	\$64,568	\$59,992	\$69,180
Total Increment over TIF Period (all sub-phases)	\$1,797,330	\$968,790	\$899,880	\$1,037,700
Phase Years	SP1: 1 to 15 SP2: 2 to 16 SP3: 3 to 17	SP1: 4 to 18 SP2: 5 to 19	SP1: 6 to 20 SP2: 7 to 21	SP1: 8 to 22 SP2: 9 to 23
TIF Indebtedness	\$995,069	\$551,317	\$514,424	\$568,546
Future Value of TIF Indebtedness at 8%	\$1,679,748	\$968,790	\$899,880	\$968,520

* The above figures are estimates based upon the above assumptions and notes in Exhibit "F", and are subject to change.

EXHIBIT "F"

**Cost-Benefit Analysis
(Pursuant to Neb. Rev. Stat. § 18-2113)**

The cost-benefit analysis for the Redevelopment Project, as described in the attached Redevelopment Plan, which will utilize funds authorized by section 18-2147 of the Act, is provided below:

1. Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147:

The taxes generated by the base value of the Project Site will continue to be allocated between the relevant taxing jurisdictions pursuant to the Act. Only the incremental taxes created by the Redevelopment Project will be captured to pay for the project's eligible public expenditures. Since the incremental taxes would not exist without the use of TIF to support the Redevelopment Project, the true tax shift of the Redevelopment Project is a positive shift in taxes after 15 years. However, for the purposes of illustrating the incremental taxes used for TIF, the estimated 15 year tax shift for each phase and sub-phase of the Redevelopment Project is set forth in Exhibit "E" of the Redevelopment Plan.

Notes:

- 1. The assessed value of the Project Site January 1, 2019 was \$255,450.*
- 2. The Project Site will be re-platted into 63 lots. The Project Site will be re-platted on a phase-by-phase basis. It is anticipated that the base value for each lot prior to re-platting will be approximately \$4,055, and the base value for each lot subsequent to re-platting will be approximately \$30,000. Accordingly, the base value for each lot during the first sub-phase of each phase is anticipated to be \$4,055, and \$30,000 per lot for subsequent sub-phases; provided that Redeveloper intends to re-plat the Phase 1 area in two parts, so it is anticipated that each lot associated with the second sub-phase of Phase 2 will have a base value of \$4,055.*
- 3. As represented by the base value in the amortization table in Exhibit "E", Redeveloper anticipates the following base values:*

Phase 1

- Sub-Phase 1: 13 lots \$4,055 base value each*
- Sub-Phase 2: 7 lots \$4,055 base value each*
- Sub-Phase 3: 4 lots \$30,000 base value each*

Phase 2

Sub-Phase 1: 10 lots \$4,055 base value each

Sub-Phase 2: 3 lots \$30,000 base value each

Phase 3

Sub-Phase 1: 10 lots \$4,055 base value each

Sub-Phase 2: 2 lots \$30,000 base value each

Phase 4

Sub-Phase 1: 10 lots \$4,055 base value each

Sub-Phase 2: 4 lots \$30,000 base value each

4. *The Projected Tax Increment is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is assumed to be the 2019 levy rate. There has been no accounting for incremental growth over the 15 year TIF period.*

2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project:

a. Public infrastructure improvements and impacts:

The Redevelopment Project requires extensive public infrastructure installation. The Project Site will require additional public roadways, as there is currently not access to serve the Project Site. The Redevelopment Project will include a through-street providing access to the Project Site from Armory Road and East 14th Avenue, and such costs are not included as part of the Redevelopment Project. The public improvements for the Redevelopment Project will address any traffic and street infrastructure concerns that would otherwise be created by the Redevelopment Project. Redeveloper will construct or extend water and sewer systems to provide appropriate service to the Project Site; and the Project Site will be filled and graded to provide for effective surface water runoff. Redeveloper also anticipates the construction of electric utilities extending to the residences within the Project Site. It is the intent of this Redevelopment Plan that such infrastructure and site preparation be paid for by the Redeveloper with such cost to be reimbursed by TIF. The Agency and Redeveloper do not anticipate that the Redevelopment Project will have a negative impact on now-existing City infrastructure.

b. Local Tax impacts (in addition to impacts of Tax Shifts described above):

The Redevelopment Project should create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of TIF will defer receipt of a majority of new ad valorem real property taxes generated by the Redevelopment Project, the Redevelopment

Project should generate immediate tax growth for the City. The Redevelopment Project and new residences therein will require and pay for City services. Additionally, the City will collect sales tax on a portion of the materials used for the Redevelopment Project. It is not anticipated that the Redevelopment Project will have any material adverse impact on such City services, but will generate revenue providing support for those services.

3. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project:

It is not anticipated that any employers will be located within the Project Site. However, the Redevelopment Project is anticipated to provide needed additional housing for employees of businesses in the area. The construction of approximately 63 additional housing units should generate a new pool of employees for employers of such businesses. TIF will allow these houses to be priced within the “missing middle” housing price range. Accordingly, the Redevelopment Project is not anticipated to have an adverse impact on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project.

4. Impacts on other employers and employees within the City and the immediate area that is located outside of the boundaries of the area of the redevelopment project:

The Redevelopment Project should have a material positive impact on private sector businesses and citizens outside the boundaries of the Project Site. The Redevelopment Project will involve installation of public utilities, and the use of TIF should defray the costs of these and other public improvements that would otherwise be paid through tax revenue or special assessments that would burden adjacent property owners. The Redevelopment Project will provide much needed housing in the community, which will benefit employers, employees, and the City in general. Further, the housing units constructed as part of the project should increase the need for services and products from existing businesses, such as household products and general consumer services. Accordingly, the Redevelopment Project is anticipated to have a positive impact on surrounding employers and employees.

5. Impacts on student populations of school districts within the City:

The increase of population density within the Project Site will naturally result in an increase in school-aged children within the related school districts. However, there is no indication that the schools within the district are unable to withstand an increase in enrollment proportionate to the size of the Redevelopment Project. The school district will not receive taxes from the residences built during the time the increased taxes are utilized to pay the TIF indebtedness. The school district has received state aid to education in the past. Part of the

school aid formula involves assessed valuation in the school district. The valuation that generates the TIF payments is not included in the formula and does not count against the state aid that the school district would receive. Taxes on any increase in the base value of the land will benefit the school district. After the TIF indebtedness is paid, or at the end of the respective 15 years of division of taxes, whichever is sooner, the increased valuation from the residential construction will be available to the school district. As such, Redeveloper and the Agency do not anticipate a negative impact on school districts located within the boundaries of the area of the Redevelopment Project.

6. Other impacts determined by the Agency to be relevant to the consideration of costs and benefits arising from the redevelopment project:

The Project Site is blighted and contains substandard conditions that are a detriment to the City as a whole. The Redevelopment Project will revitalize and occupy a vacant space without negatively impacting the surrounding businesses, residents or straining the public infrastructure. There are no other material impacts determined by the Agency relevant to the consideration of the cost or benefits arising from the Redevelopment Project. As such, the costs of the Redevelopment Project are outweighed by its benefits.

**NOTICE OF HEARING
TO ALL PARTIES IN INTEREST AND CITIZENS OF
COLUMBUS, NEBRASKA**

NOTICE IS HEREBY GIVEN that a public hearing before the Planning Commission of the City of Columbus, Nebraska, will be held on Monday, May 11, 2020, at 7 P.M., to consider and possibly take action on a supplement to the redevelopment plan entitled: "Amendment to the 33rd Avenue and U.S. Highway 30 Redevelopment Plan of the City of Columbus, Nebraska," for redevelopment pursuant to the Community Development Law, Nebraska Revised Statutes, sections 18-2101, et seq., within the blighted and substandard West 23rd Street Corridor Redevelopment Area. The project set forth in the supplement to the redevelopment plan is located directly to the north of 23rd Street/US Highway 30, between 33rd Avenue and 39th Avenue.

Pursuant to the Governor's Executive Order 20-03 and in consideration of the public health and safety, said meeting will not occur in-person and will occur telephonically. All members of the public may attend the meeting and be heard telephonically by dialing 415-762-9988, and entering the access code 236-678-6847 when prompted.

A map of the redevelopment area, a map of the project site, and the cost-benefit analysis for the redevelopment project set forth in the redevelopment plan is available for review by contacting the office of the City Clerk, telephone number 402-562-4224.

At said time and place, all interested parties may be heard.

Dated this 23 day of April 2020.

CITY OF COLUMBUS, NEBRASKA
By: Janelle Kline
City Clerk

Publish: 04:23:20, 04:30:20
Two Affidavits of Publication



The City of Columbus

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

memorandum

DATE: May 7, 2020

TO: Planning Commission

FROM: Tara Vasicek, City Administrator 

RE: Third Supplement to the Amended Master Redevelopment Plan for Lot 3, Randall 3rd, Columbus and approximately 60,000 square feet of indoor space within the vacated Walmart building. (The Old WalMart Property)

RECOMMENDATION:

Approval of a third supplement to the redevelopment plan amendment to the "33rd Avenue and U.S. Highway 30 Redevelopment Plan" to the Mayor and City Council.

DISCUSSION:

WHO Development, LLC, City staff and legal counsel have ensured that the plan meets the proposed land uses and building requirements in the redevelopment area as described in the Plan are designed with the general purpose of accomplishing, in conformance with the City's general plan, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with the present and future needs, promote health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency and economy in the process of development. Under the Plan adequate provision is made for traffic, vehicular parking, and the promotion of safety from fire, panic and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of populations. The provision of adequate transportation, water, sewage and other public utilities, schools, parks, recreational and community facilities and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds and the elimination of, or prevention of the recurrence of, insanitary or unsafe dwelling accommodations or conditions of blight.

The Plan contains a statement of the proposed method and estimated cost of acquisition and preparation for redevelopment of the redevelopment area; that no public improvements are required to be provided except as set forth in the Plan; that there are no estimated proceeds or revenue expected to be obtained by the City from disposal of property to Redeveloper; that the Plan sets forth the proposed method of financing for the proposed redevelopment consisting of direct payment for public improvements or grant assistance to the Redeveloper for the redevelopment area, as designated in the Plan which method of financing is the issuance by the City of its tax increment revenue bonds to provide funds to pay for the costs of certain public improvements directly or of public or private improvements by grant assistance and that there are no families currently living within the redevelopment area, as set forth in the Plan, which are currently expected to be displaced from such area.

It has also been determined that the cost-benefit analysis prepared in conjunction with the Plan and attached thereto sets forth the factors required under section 18-2113 of the Nebraska Revised Statutes and supports the City's adoption and approval of the Plan.



**THIRD SUPPLEMENT TO THE REDEVELOPMENT PLAN ENTITLED:
AMENDMENT TO THE 33RD AVENUE AND U.S. HIGHWAY 30
REDEVELOPMENT PLAN
OF THE CITY OF COLUMBUS, NEBRASKA**

(PHASE III OF THE WHO DEVELOPMENT REDEVELOPMENT PROJECT)

The City of Columbus, Nebraska (the “City”) has undertaken a plan of redevelopment within the community pursuant to the adoption of a Redevelopment Plan for a portion of the City identified as the Redevelopment Area for the 33rd Avenue and U.S. Highway 30 Area, as amended and supplemented (the “Redevelopment Plan”). The Redevelopment Plan was approved by the City Council of the City as of April 2, 2018, via Resolution No. R18-42. A copy of the Redevelopment Plan, as amended and supplemented, is attached hereto and incorporated herein as Exhibit "7." All terms not otherwise defined herein shall have the meanings set forth in the Redevelopment Plan.

The primary purpose of this Supplement to the Redevelopment Plan ("Supplement") is to identify and provide detail as to the third phase of the Project set forth in the Redevelopment Plan. If the terms of the Redevelopment Plan and this Supplement conflict, the terms of this Supplement shall control. The City will consider additional supplements to the Redevelopment Plan for all additional phases constituting a substantial modification of the Redevelopment Plan.

The third phase of the Redevelopment Plan includes two distinct projects carried out by two different redevelopers:

The first project within Phase III involves the construction of an approximately 2,400 square foot Starbucks Coffee Shop on Lot 3, Parcel ID: 710162088, in the Redevelopment Area (the "Starbucks Project"). WHO Development, LLC (“WHO Development”), and its intended assignee, CenterPointe Development Group, LLC (“CenterPointe LLC”), will undertake the Starbucks Project as redeveloper (WHO Development and CenterPointe LLC shall collectively be referred to herein as the “Starbucks Redeveloper”).

The second project within Phase III involves the rehabilitation of approximately 60,000 square feet of indoor space within the vacated Walmart building on 23rd Street in Columbus. The space will be occupied by multiple entities for retail and office use: approximately 12,000 square feet for a call center, approximately 35,000 square feet for an indoor storage company, and approximately 9,000 square feet for a retailer/fitness (collectively, the "Retail Project"). Columbus Retail, LLC ("Retail LLC"), will undertake the Retail Project as redeveloper.

Collectively, the Starbucks Project and the Retail Project are referred to herein as the "Phase III Projects.”

A. The Redevelopment Area

The Redevelopment Area is unchanged from that set forth in Exhibit "A" of the Redevelopment Plan. The Phase III Projects are located within the Redevelopment Area. The Redevelopment Area remains blighted, substandard, and in need of redevelopment.

B. The Project Sites

The project sites for the Starbucks Project (i.e., the "Starbucks Site") and the Retail Project (i.e., the "Columbus Retail Site") are set forth in Exhibits "1(a)" and "1(b)". The project sites for the Phase III Projects are collectively referred to herein as the "Phase III Project Sites."

C. Conformance with General Plan

Paragraph A of the Redevelopment Plan sets forth an analysis of the Phase III Projects' conformance with the City's general plan.

D. Phase III Projects

The redevelopment of the Phase III Project Sites pursuant to this Supplement will eliminate the blight and substandard conditions on the Phase III Project Sites and will further the purposes of the Act in conformity with the Redevelopment Plan and the City's general plan. In addition, the eligible public improvements that are part of the Phase III Projects will facilitate the further development of the Redevelopment Area and surrounding areas.

Starbucks Redeveloper and Retail LLC (collectively referred to herein as "the Redevelopers") intend to complete the following private and public improvements as part of the Phase III Projects:

1. Project Descriptions and Implementation

Starbucks Project

The Starbucks Project involves the construction of an approximately 2,400 square foot Starbucks Coffee Shop on Lot 3, Parcel ID: 710162088, in the Redevelopment Area. The development will include, but is not limited to, the following renovations and/or new construction:

- New building and exterior finishes
- Exterior signage
- Interior lighting
- Flooring
- HVAC and plumbing
- Public restrooms
- Parking stalls

A site plan for the Starbucks Project is attached hereto as Exhibit "2(a)" and incorporated herein by this reference. Starbucks Redeveloper estimates that the total cost of the Starbucks Project (both public and private improvements) will be \$1,591,000. The estimated costs related to the Starbucks Project are attached hereto and incorporated herein as Exhibit "3(a)".

Starbucks Redeveloper intends to begin construction on the Starbucks Project immediately following the adoption of this Supplement. Construction is scheduled to conclude by December 31, 2020. No businesses or residents will be displaced as a result of the Starbucks Project.

Retail Project

The Retail Project involves the rehabilitation of approximately 60,000 square feet of indoor space within the vacated Walmart building within the Redevelopment Area. The space will be occupied by multiple entities for retail and office use: approximately 12,000 square feet for a call center, approximately 35,000 square feet for an indoor storage company, and approximately 9,000 square feet for a retailer/fitness. The improvements will include, but are not limited to, the following renovations and/or new construction:

- Exterior improvement to entry area and exterior finishes
- Exterior signage
- Interior lighting
- Flooring
- HVAC and plumbing
- Public restrooms
- Improved loading dock
- Over 115 parking stalls

A site plan for the Retail Project is attached hereto as Exhibit "2(b)" and incorporated herein by this reference. Retail LLC estimates that the total cost of the Retail Project (both public and private improvements) will be \$3,295,000. The estimated costs related to the Retail Project are attached hereto and incorporated herein as Exhibit "3(b)".

Retail LLC intends to begin construction on the Retail Project immediately following the adoption of this Supplement. Construction is scheduled to conclude by December 31, 2020. No businesses or residents will be displaced as a result of the Starbucks Project.

2. The Public Improvements

As part of the Project, the CDA will capture the available tax increment revenues generated by redevelopment of the Phase III Project Sites to assist in paying for public improvements that are eligible expenditures under the Act. With respect to the Phase III Projects, the anticipated public improvements include:

Starbucks Project

The costs of the Starbucks Project eligible for reimbursement via TIF include, but are not limited to, land acquisition, construction or replacement of utilities and detention, site grading/dirt work, traffic engineering, construction of public parking, architectural and engineering fees (related to the public improvements), and legal fees. A breakdown of these estimated costs is attached hereto and incorporated herein as Exhibit "4(a)".

Retail Project

The costs of the Retail Project eligible for reimbursement via TIF include, but are not limited to, land acquisition, construction or replacement of utilities, detention, demolition of existing improvements, site preparation, landscaping and exterior façade enhancements to prevent the return of blight and substandard conditions, construction of public parking, architectural and engineering fees (related to the public improvements), legal fees, financing costs, and capitalized interest. A breakdown of these estimated costs is attached hereto and incorporated herein as Exhibit "4(b)".

The TIF-eligible project costs provided under Exhibits 4(a) and (b) are estimates and preliminary projections. Final costs shall be determined upon received bids for work and subsequent invoicing. Redevelopers will certify the final costs to the CDA upon completion of the public improvements associated with the Phase III Projects.

As provided in the Redevelopment Plan, the public improvements listed as eligible expenditures are necessarily upfront expenses that the Redevelopers will incur prior to the implementation of redevelopment agreements for subsequent phases. The public improvements included as part of the Phase III Projects may be reasonably allocated between the various phases of the Project and the TIF Indebtedness generated from each phase of the Project shall be used to assist with the payment of the eligible expenses of the entire Project, provided there is no duplication of costs.

The Phase III Projects will promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community including, among other things, the promotion of safety from fire, the promotion of the healthful and convenient distribution of population, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary and unsafe dwelling accommodations or conditions of blight.

E. Implementation and Financing of the Projects

The City and the CDA contemplate the use of TIF for Phase III Projects. Section 18-2147 of the Act authorizes the use of TIF. It provides that any ad valorem tax levied upon real property, or any portion thereof, in a redevelopment project shall be divided, for a period not to exceed fifteen years after the effective date as identified in the project redevelopment contract or in the resolution of the authority authorizing the issuance of bonds pursuant to the Act, as follows:

(a) That portion of the ad valorem tax the levy produces at the rate fixed each year by or for each public body upon the redevelopment project valuation shall be paid into the funds of each such public body in the same proportion as are all other taxes collected by or for the body (“Base Tax Amount”); and

(b) That portion of the ad valorem tax on real property, as provided in the redevelopment contract or bond resolution, in the redevelopment project in excess of the Base Tax Amount, if any, (referred to herein as “TIF Revenues”) shall be allocated to and, when collected, paid into a special fund of the authority to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such authority for financing or refinancing, in whole or in part, the redevelopment project.

With respect to the Phase III Projects:

Starbucks Project

Based upon an estimated Base Tax Amount of \$89,985 and a post-redevelopment valuation of \$1,500,000 for the Starbucks Project, Starbucks Redeveloper and the CDA estimate that the Starbucks Project will generate post-redevelopment annual TIF Revenues of approximately \$26,438. This equates to total estimated TIF Revenues of \$396,570 over the course of fifteen years. Of the estimated \$396,570 in TIF Revenues, the CDA and Starbucks Redeveloper contemplate issuance of TIF Indebtedness not to exceed \$277,000 at an interest rate determined by the CDA and set forth in the redevelopment contract (as defined in the Act) or bond resolution for the Starbucks Project. As shown on Exhibit 4(a), the anticipated TIF Indebtedness amount does not exceed the anticipated TIF-eligible costs.

The total estimated cost of the Starbucks Project is \$1,591,000. Starbucks Redeveloper anticipates that the balance of the public and private costs exceeding the TIF Indebtedness will be financed by a mix of equity (approximately 25%) and a bank loan (approximately 75%). Starbucks Redeveloper and the CDA will provide a more detailed breakdown of the TIF sources and uses in the redevelopment contract for the Starbucks Project. The above figures are only projections and are subject to change as a result of market conditions and other extraneous factors.

Retail Project

The Notice to Divide Taxes for the Retail Project was filed on the Columbus Retail Site in 2019 as part of the overall redevelopment project, establishing an effective date of January 1, 2019 for the Retail Project. Based upon the Base Tax Amount of \$370,285 for the base year of 2018, an partial first year valuation of 1,096,875, and an estimated post-redevelopment valuation of \$2,870,285 for the Retail Project, Retail LLC and the CDA estimate that the Retail Project will generate post-redevelopment annual TIF Revenues of approximately \$46,876 per year upon construction completion. This equates to total estimated TIF Revenues of \$669,887 over the course of fifteen years (inclusive of the first year of partial increment). Of the estimated \$669,887 in TIF Revenues, the CDA and Retail LLC contemplate issuance of TIF Indebtedness not to exceed

\$575,000 at an interest rate determined by the CDA and set forth in the redevelopment contract or bond resolution for the Retail Project. As shown on Exhibit 4(b), the anticipated TIF Indebtedness amount does not exceed the anticipated TIF-eligible costs.

The total estimated cost of the Retail Project is \$3,295,000. Retail LLC anticipates that the balance of the public and private costs exceeding the TIF Indebtedness will be financed by a mix of equity (approximately 25%) and a bank loan (approximately 75%). Retail LLC and the CDA will provide a more detailed breakdown of the TIF sources and uses in the redevelopment contract for the Retail Project. The above figures are only projections and are subject to change as a result of market conditions and other extraneous factors.

F. Necessity of TIF

Starbucks Project

The Starbucks Project is one phase of the overall redevelopment set forth in the Redevelopment Plan. WHO Development, LLC, as the initial redeveloper under the Redevelopment Plan, has incurred substantial upfront costs for eligible public improvements in anticipate of the approval of the use of TIF in the subsequent phases of the project, including this phase. WHO Development is under contract to sell the Starbucks Site to CenterPointe LLC, contingent upon the approval of this Supplement to assist with the TIF-eligible costs associated with and allocated to the Starbucks Project. Upon approval of the Plan and redevelopment contract, WHO Development will sell the Starbucks Site and assign all obligations for construction of the Project under the redevelopment contract to CenterPointe LLC, but retain the TIF Indebtedness. WHO Development is only able to convey the Starbucks Site contingent upon the availability of TIF to pay for these costs. The Starbucks Project is not feasible without TIF because the costs of the development would be too high to support the fair market value of the retail space. The purchase agreement and purchase price between WHO Development and CenterPointe LLC reflects the anticipated TIF assistance. No buyer or restaurant operator would be able to make a reasonable return on investment in relation to the Starbucks Project without the assistance of TIF to cover the cost of a portion of the eligible public improvements.

Additionally, the Starbucks Project would not proceed but for the use of TIF because the costs of the public infrastructure, building, land, new exterior façade, interior bathrooms, walls, lighting, HVAC, and electrical, among others, are expected to be significantly greater than the as-complete fair market value of the retail space, in the absence of gap financing from the City.

In accordance with the foregoing, the Starbucks Project is not financially viable without the assistance of TIF and Starbucks Redeveloper would not construct the Starbucks Project without the assistance of TIF.

Retail Project

The Retail Project is one phase of the overall redevelopment set forth in the Redevelopment Plan. WHO Development, LLC, as the initial redeveloper under the Redevelopment Plan, has incurred substantial upfront costs for eligible public improvements in anticipate of the approval of

the use of TIF in the subsequent phases of the project, including this phase. WHO Development conveyed the vacant Walmart building to Retail LLC to develop part of the first phase and the Retail Project for the third phase. Retail LLC is prepared to enter into as many as 4 leases with potential tenants for space within the Retail Site contingent upon the approval of this Supplement. Retail LLC is only able to lease the Retail Site if TIF is available to pay for the eligible costs of construction. The development of the various elements on the Retail Site is not feasible without TIF because the costs of the development would be too high to support the fair market value of the retail space. The leases between Retail LLC and the various tenants reflect the anticipated TIF assistance. Without TIF, the rents for the retail space would be unmarketable in order for Retail LLC to receive an adequate return on investment.

Additionally, the Retail Project would not proceed but for the use of TIF because the costs of renovating the vacated Walmart building, including public infrastructure, new entrances, new exterior façade, new interior bathrooms, walls, lighting, HVAC, and electrical, among others, are expected to be significantly greater than the as-complete fair market value of the retail space in the absence of gap financing from the City.

In accordance with the foregoing, the Retail Project is not financially viable without the assistance of TIF and Retail LLC would not construct the Retail Project without the assistance of TIF.

G. Relation to Redevelopment Plan; How Construed

Starbucks Project

The Starbucks Project shall replace and supersede the anticipated bank development in the Redevelopment Area set forth in the Redevelopment Plan. The Redevelopment Plan anticipated that a bank would be developed on Starbucks Site; provided that all of the proposed uses set forth in the Redevelopment Plan were speculative and subject to change. However, due to the costs of the project, among other factors, Starbucks Redeveloper could not secure a bank development at this location. While the Redevelopment Plan identifies the proposed use of this lot as a bank, the Starbucks Project conforms to the City's comprehensive plan for development as a commercial use.

The Redevelopment Plan anticipated a future valuation of \$2,000,000 for the Starbucks Site to support a TIF amount of \$400,000. The proposed Starbucks Project is within the range of the anticipated increment. The Redevelopment Plan projected approximately 8,000 square feet of restaurant/retail uses. The Freddy's restaurant constructed in the second phase took up approximately 3,000 square foot restaurant, and the Starbucks Project will add an additional 2,500 square feet toward that estimate.

Retail Project

The Redevelopment Plan initially anticipated approximately 20,700 square feet of office space and approximately 38,700 square feet of indoor storage space. The proposed uses for the Retail Project are substantially similar, with a call center (office space), indoor storage, and

retail/fitness use. Retail LLC has made adjustments to the proposed uses in response to the market conditions and interest from potential tenants. Notwithstanding, the Retail Project still provides approximately 60,000 square feet of commercial space, as anticipated in the Redevelopment Plan; with roughly the same amount of storage use, and the call center and retail use comprising the space initially designated as general office space. Accordingly, the Retail Project conforms to the City's comprehensive plan as set forth in the Redevelopment Plan.

The Redevelopment Plan anticipated a future valuation of \$1,000,000 for the Retail Site with \$200,000 in TIF generated therefrom. However, the assessed valuation for the Retail Site has already increased by approximately \$730,000 prior to the completion of the private improvements; and Retail LLC has changed the scope of the uses for this phase, which should result in a higher valuation. In support thereof, the Redevelopment Plan contemplated the possibility of additional TIF for this phase based on additional construction, so the increased TIF request is compatible with the initial information set forth in the Redevelopment Plan.

H. Statutory Elements

As detailed above, the Phase III Projects anticipate the capture of the incremental taxes generated by the Phase III Projects on the Phase III Project Sites to pay for eligible expenditures under the Act. Attached as Exhibit "5" and incorporated herein by this reference is a consideration of the statutory elements under the Act.

I. Cost-Benefit Analysis

Pursuant to Section 18-2113 of the Act, the CDA must conduct a cost-benefit analysis for any redevelopment project that will utilize TIF. A Cost-Benefit Analysis for the Phase III Projects is attached hereto and incorporated herein as Exhibit "6".

EXHIBIT "1(a)"
Project Site for the Starbucks Project

Lot 3, Legacy Square Subdivision, a Subdivision of Lots 1 and 2, Block A, Randall 3rd Addition, Columbus, Platte County, Nebraska.



EXHIBIT "1(b)"
Project Site for the Retail Project

Unit 2, Lot 5, Legacy Square Subdivision, a Subdivision of Lots 1 and 2, Block A, Randall 3rd Addition, Columbus, Platte County, Nebraska.

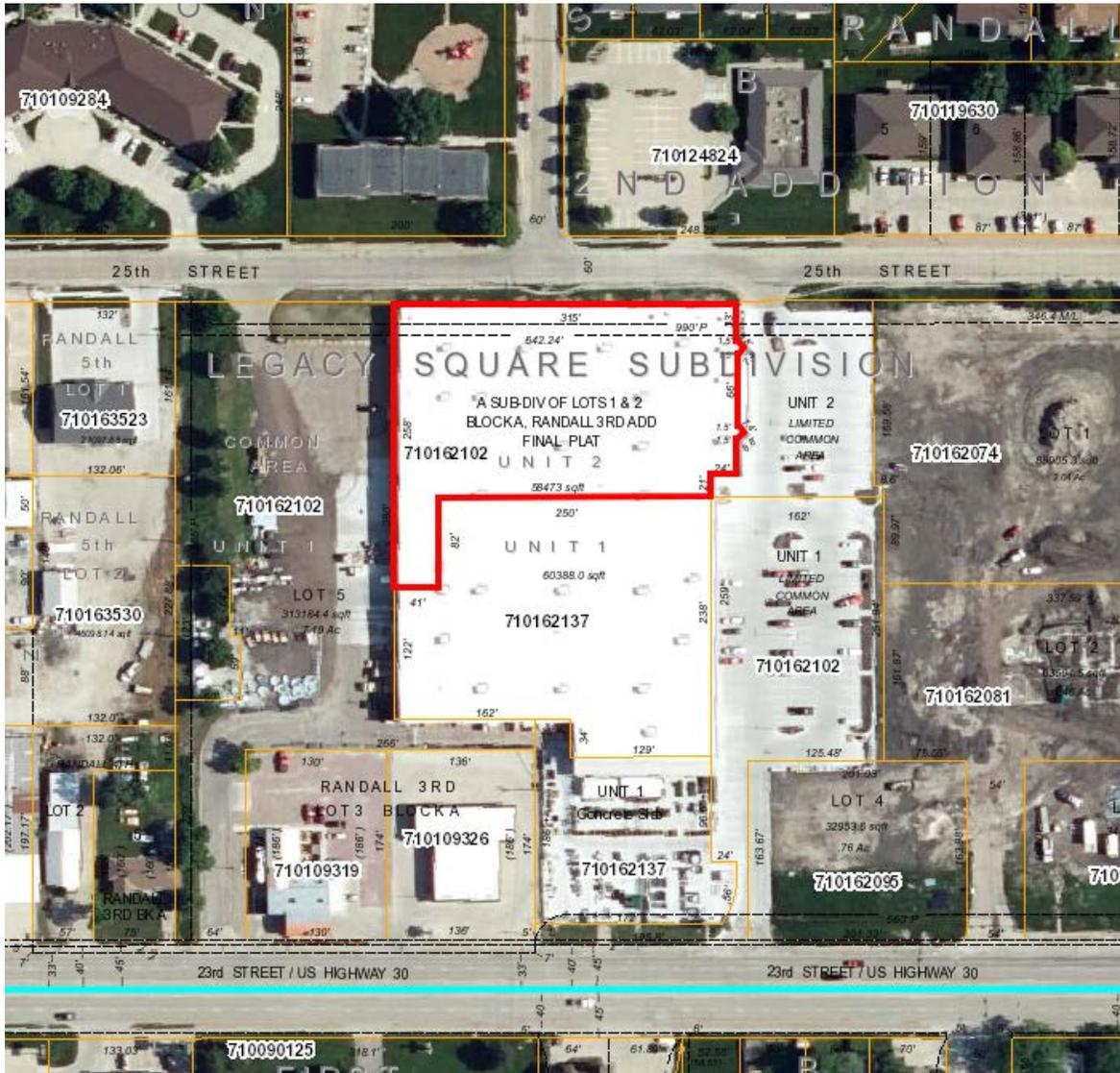
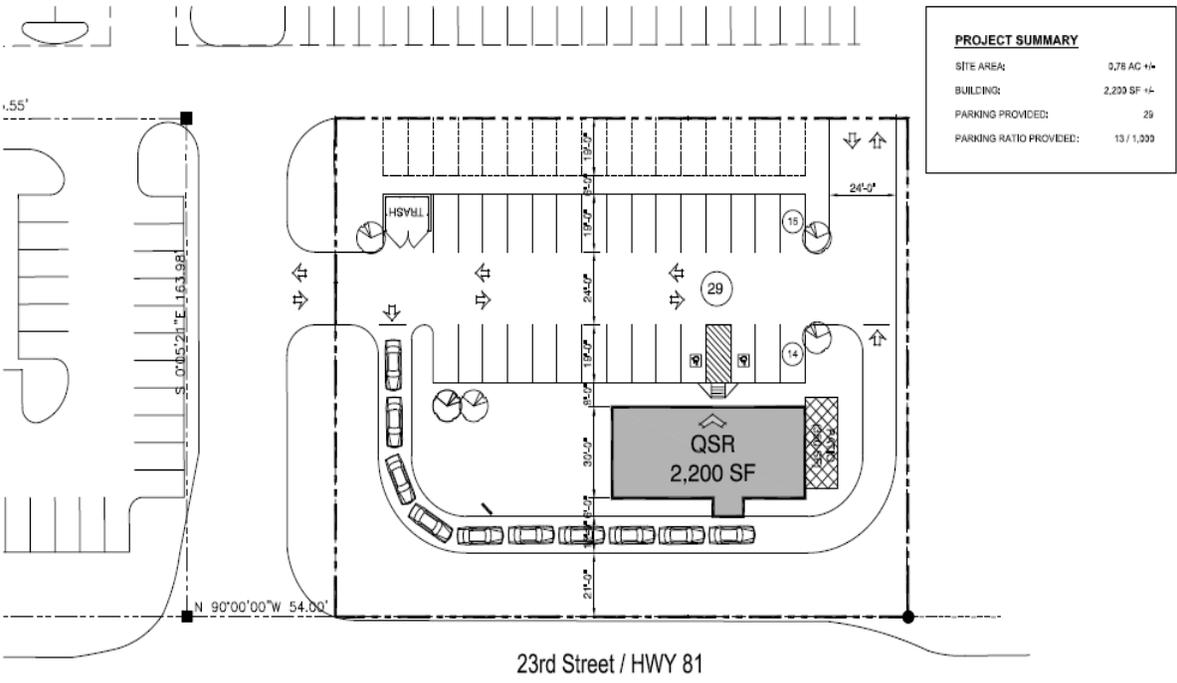
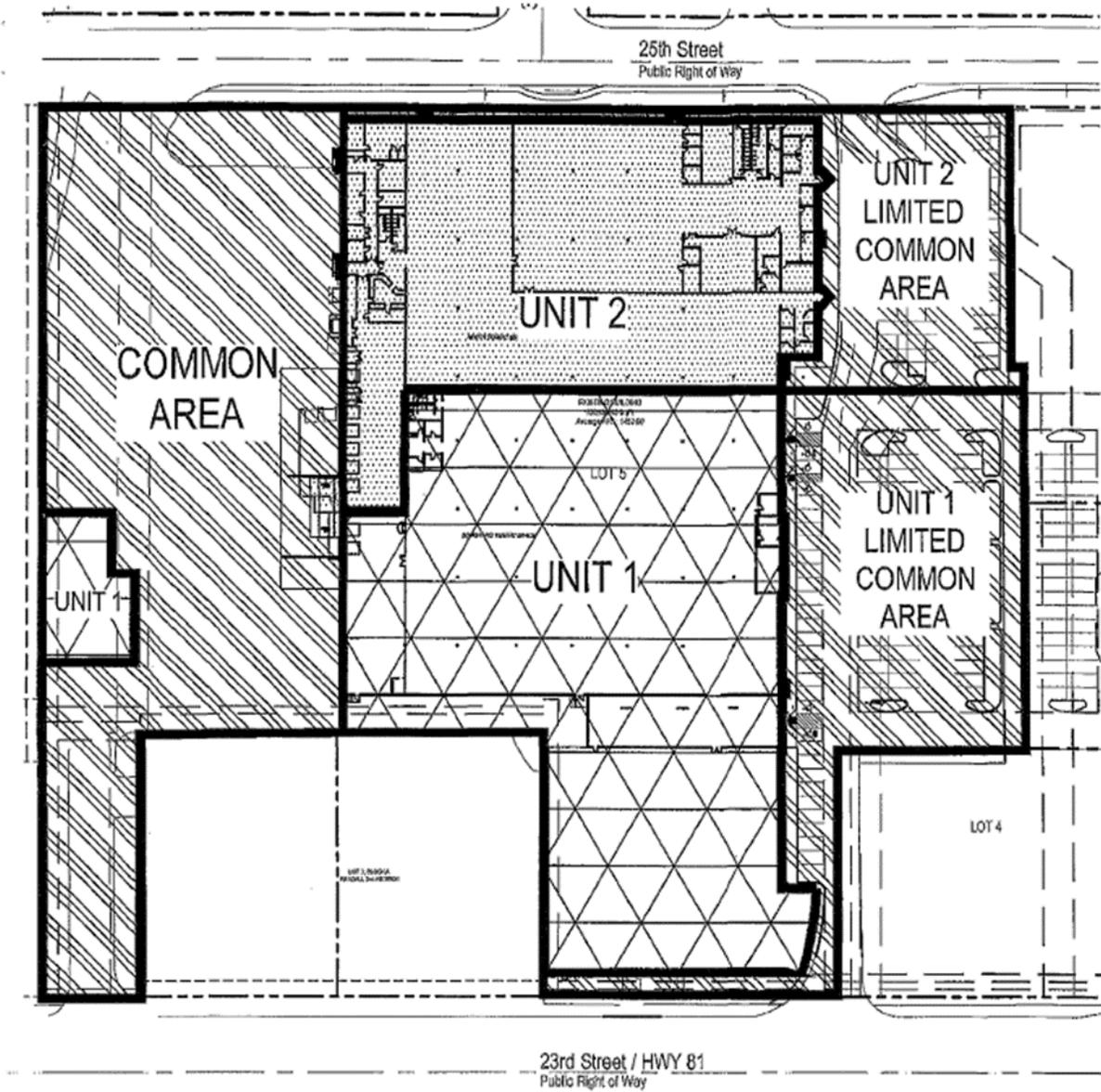


EXHIBIT "2(a)" Starbucks Project Site Plan



* The above site plan is preliminary in nature and subject to change.

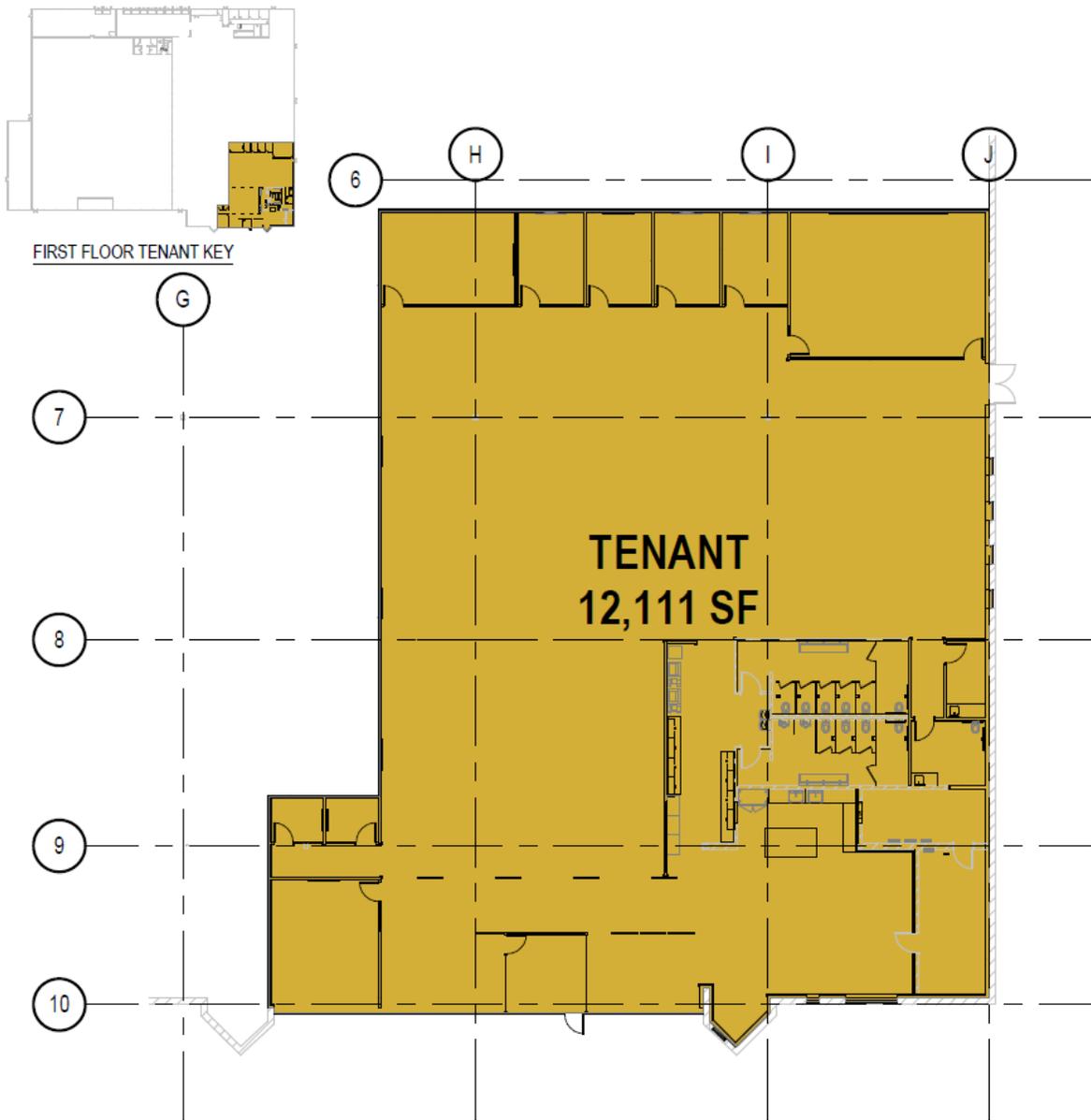
**EXHIBIT "2(b)"
Retail Project Site Plan**



* The above site plan is preliminary in nature and subject to change.

EXHIBIT "2(b)"

Site Plan for Call Center



* The above site plan is preliminary in nature and subject to change.

EXHIBIT "2(b)"

EXHIBIT "3(a)"
Estimated Costs of Starbucks Project

Land Acquisition	\$160,000
Construction & FFE	\$1,230,000
Site Development (itemize)	
Site Grading/Dirt Work	\$65,000
Drives/Parking	\$70,000
Traffic Engineering	\$14,000
Utilities & Detention	\$35,000
Arch. and Engineering Fees	\$7,000
Legal Fees	\$10,000
<hr/>	
Total:	\$1,591,000

* The above values are preliminary estimates and subject to change.

EXHIBIT "3(b)"
Estimated Costs of Retail Project

Building & Land Acquisition	\$400,000
Site Development (itemize)	
Demolition	\$135,000
Site Grading/Dirt Work	\$45,000
Drives/Parking	\$175,000
Utilities & Detention	\$45,000
Renovation Budget	\$2,100,000
Arch. and Engineering Fees	\$35,000
Legal Fees	\$10,000
Financing Costs	\$25,000
FF&E	\$300,000
<u>Contingencies</u>	<u>\$25,000</u>
Total:	\$3,295,000

* The above values are preliminary estimates and subject to change.

EXHIBIT 4(a)
Estimated TIF-Eligible Costs for Starbucks Project

Land Acquisition	\$160,000
Site Grading/Dirt Work	\$65,000
Drives/Parking	\$70,000
Traffic Engineering	\$14,000
Utilities & Detention	\$35,000
Arch. and Engineering Fees	\$7,000
Legal Fees	\$10,000
Total estimated TIF-eligible project costs	\$361,000

* The above values are preliminary estimates and subject to change.

EXHIBIT 4(b)
Estimated TIF-Eligible Costs for Retail Project

Land Acquisition:	\$200,000
Utilities & Detention	\$45,000
Demolition	\$135,000
Landscape & Exterior Façade	\$75,000
Public Parking	\$175,000
Architectural/Engineering	\$12,500
Legal Fees	\$10,000
Financing Costs	\$15,000
Capitalized Interest	<u>\$20,000</u>
Total estimated TIF-eligible project costs	\$687,500

* The above values are preliminary estimates and subject to change.

EXHIBIT “5”
Statutory Elements

A. Property Acquisition, Demolition and Disposal

Starbucks Project

No public acquisition of private property or relocation of families or businesses is necessary to accomplish the Starbucks Project. WHO Development owns the Starbucks Site. CenterPointe LLC has entered into a purchase contract for the Starbucks Site from WHO Development and intends to close following the approval of this Supplement and the redevelopment agreement.

Retail Project

No public acquisition of private property or relocation of families or businesses is necessary to accomplish the Retail Project. Retail LLC or its affiliate, owns the Retail Site in fee simple. Part of the vacant Walmart building currently located on the site will be demolished as part of the Retail Project.

B. Population Density

Starbucks Project

The Starbucks Project will not affect population density.

Retail Project

The Retail Project will not affect population density.

C. Land Coverage

Starbucks Project

The new Starbucks Coffee Shop will encompass approximately 2,400 square feet of interior space. In addition, approximately 30 parking stalls will be located on the site. The Starbucks Project will comply with all applicable land coverage ratios required by the City.

Retail Project

The newly developed space will encompass approximately 60,000 square feet of interior space. This space will be divided into three separate areas that will be used for (1) a call center; (2) indoor controlled temperature storage; and (3) retail. The Retail Project will comply with all applicable land coverage ratios required by the City.

D. Traffic Flow, Street Layouts and Street Grades

The CDA and Redevelopers anticipate that the Phase III Projects will increase traffic to and from the Phase III Project Sites. There will be additional traffic from residents, employees, customers, and visitors traveling to and from the Starbucks Coffee Shop and the new retail/office space.

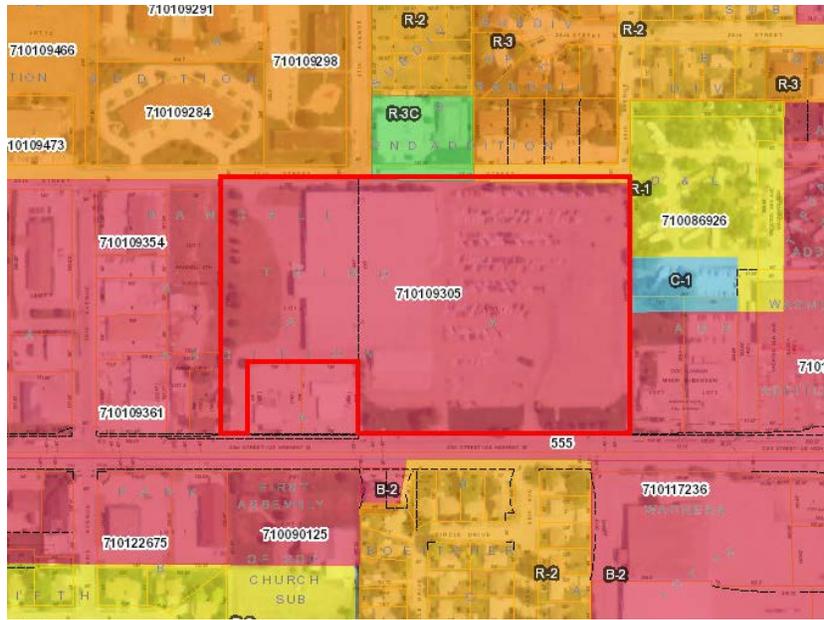
As part of the Phase III Projects, Redevelopers will construct internal private roadways to address the increase in traffic and the accessibility of the private improvements. The CDA and Redevelopers do not anticipate that the Phase III Projects require modification of existing public rights-of-way. The public improvements for the Phase III Projects will address any traffic and street infrastructure concerns that would otherwise be created by the Phase III Projects. All streets and other public infrastructure constructed will be subject to review and approval by the City's engineer.

E. Parking

Each of the Phase III Projects will include parking facilities that will meet or exceed the parking requirements set forth in the applicable zoning district. The design and development of the Phase III Projects should increase the efficiencies and beneficial traffic flow of the parking for all the uses located within the Phase III Project Sites. The Phase III Projects will also include designated public parking.

F. Zoning, Building Code and Ordinances

The Phase III Project Sites are currently located within the B-2 Zoning District. The Future Land Use Plan in the general plan of the City states that the Phase III Project Sites are to remain as B-2 Zoning Districts. The applicable land use map is set forth below:



The following uses, among others, are permitted uses in the B-2 Zoning District:

- Apartments
- General Office
- Restaurants (drive-in and general)
- Lodging
- Consumer Services
- General Retail Services
- Civic Safety Services

The Phase III Projects fall within the permitted uses in the B-2 Zoning District, except that the anticipated storage use component of the Retail Project will require a special use permit. Retail LLC has applied for the special use permit for the storage use in the Columbus Retail Site. Redevelopers shall be responsible for any additional zoning, building code, or ordinances changes that are necessary for the Phase III Projects.

**EXHIBIT “6”
Cost Benefit Analysis**

Supplement to the WHO Development Redevelopment Project

This cost-benefit analysis for this Supplement to the Redevelopment Plan and the Project set forth therein has been undertaken pursuant to Neb. Rev. Stat. § 18-2113. Pursuant to the Redevelopment Plan, the CDA provides this cost-benefit analysis as a supplement with respect to the first phase of the Project.

1. Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147:

The taxes generated by the current value of the Phase I Project Sites will continue to be allocated between taxing jurisdictions pursuant to standard statutory requirements. Only the incremental taxes created by the Phase III Projects will be captured to pay for eligible public expenditures. Since the incremental taxes would not exist without the use of TIF to support the Phase III Projects, the true tax shift of the Phase III Projects is a positive shift in taxes after fifteen years. Accordingly, any valuation increase is deemed to be a benefit to the City, even considering the fifteen-year TIF period.

With respect to the tax shifts for the Phase III Projects:

Starbucks Project

a.	Anticipated Project Site Base Valuation (2019):	\$89,985
b.	Projected Completed Project Assessed Valuation:	\$1,500,000
c.	Projected Tax Increment Base (b. minus a.):	\$1,411,015
d.	Estimated Tax Levy:	1.893994
e.	Annual Projected Tax Shift:	\$26,438

Retail Project

a.	Anticipated Project Site Base Valuation (2018):	\$370,285
b.	Projected Completed Project Assessed Valuation:	\$2,870,285
c.	Projected Tax Increment Base (b. minus a.):	\$2,500,000
d.	Estimated Tax Levy:	1.893994
e.	Annual Projected Tax Shift:	\$46,876

Notes:

- 1. The Projected Tax Increment is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is assumed to be the 2019 levy rate. There has been no accounting for incremental growth over the 15 year TIF period.*

2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project:

a. Public infrastructure improvements and impacts:

Starbucks Project

There are no anticipated negative public infrastructure impacts from the Starbucks Project. The Starbucks Project will require the extension and relocation of the public utilities to serve the site, but the Starbucks Project should not create a burden on public resources. WHO Development will construct internal private roadways or implement access easements within the Redevelopment Area between developments in future phases to provide the necessary ingress and egress for the Starbucks Project, but no additional public roads or work in the public right-of-way will be required for this project. Public utilities and detention will be constructed/extended as part of the Starbucks Project. Such improvements required for the Starbucks Project will benefit the public and surrounding property.

Retail Project

There are no anticipated negative public infrastructure impacts from the Retail Project. The Retail Project will require the extension and relocation of the public utilities to serve the lots in the development, but the Retail Project should not create a burden on public resources. Retail LLC will construct internal private roadways or implement access easements within the Redevelopment Area between developments in future phases to provide the necessary ingress and egress for the Retail Project, but no additional public roads or work in the public right-of-way will be required for this project. Public utilities and detention will be constructed/extended as part of the Retail Project. Such improvements required for the Retail Project will benefit the public and surrounding property.

b. Local Tax impacts (in addition to impacts of Tax Shifts described above):

Starbucks Project

WHO Development and the CDA anticipate that the Starbucks Project will provide significant sales tax revenue to Platte County and the City. Based upon preliminary projections and at a city sales tax rate of 1.5 percent, additional sales taxes generated by the Starbucks Project should be approximately \$20,000 per year. Additionally, the Starbucks Project will include a significant amount of personal property that will be on the property tax rolls upon its acquisition and installation.

The Starbucks Project will create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of TIF will defer receipt of a majority

of new ad valorem real property taxes generated by the Starbucks Project, it is intended to create long-term benefit and a substantial increase in property taxes to the City and other local taxing jurisdictions.

Retail Project

Retail LLC and the CDA anticipate that the Retail Project will provide significant sales tax revenue to Platte County and the City. Additionally, the Retail Project will include a significant amount of personal property that will be on the property tax rolls upon its acquisition and installation.

The Retail Project will create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of TIF will defer receipt of a majority of new ad valorem real property taxes generated by the Retail Project, it is intended to create long-term benefit and a substantial increase in property taxes to the City and other local taxing jurisdictions.

3. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project:

Starbucks Project

Currently, there are no employers or employees within the Starbucks Site. As such, the CDA expects that the public and private improvements associated with the Starbucks Project will attract businesses, employees, and residents to the area, including an estimated 10-15 new full-time jobs. The Starbucks Project will provide retail amenities to surrounding businesses and residences that will make the area more desirable to potential employees for living and working.

Construction of the Starbucks Site will require a number of construction employees and managers. WHO Development intends to use as many local construction trades as possible during construction. Those contractors that come from outside the City will use other hotels, apartments, restaurants, gas stations, and other services and facilities in the City during construction.

In accordance with the above, Starbucks Redeveloper and the CDA anticipate that the Starbucks Project will have a positive impact on employers and employees of firms locating or expanding within the boundaries of the Starbucks Site.

Retail Project

Currently, there are no employers or employees within the Retail Site. As such, the CDA expects that the public and private improvements associated with the Retail Project will attract businesses, employees, and residents to the area. The Retail Project will provide office space and retail amenities to surrounding businesses and residences that will make the area more desirable to potential employees for living and working.

Construction of the Retail Site will require a number of construction employees and managers. Retail LLC intends to use as many local construction trades as possible during construction. Those contractors that come from outside the City will use other hotels, apartments, restaurants, gas stations, and other services and facilities in the City during construction.

In accordance with the above, Retail LLC and the CDA anticipate that the Retail Project will have a positive impact on employers and employees of firms locating or expanding within the boundaries of the Columbus Retail Site.

4. Impacts on other employers and employees within the City and the immediate area that is located outside of the boundaries of the area of the redevelopment project:

Starbucks Project

The CDA does not anticipate that the Starbucks Project will have an adverse material impact on other employers and employees within the City or immediately outside the area of the Starbucks Project. The Starbucks Project will provide new jobs to employees and a desired amenity to the surrounding area and the City as a whole.

Retail Project

The CDA does not anticipate that the Retail Project will have an adverse material impact on other employers and employees within the City or immediately outside the area of the Retail Project. The Columbus Retail Site was previously occupied by Walmart, so the occupancy of various smaller retailers should not have a material effect on retailers and other employers located outside the area. The Retail Project will provide new jobs to employees and a desired amenity to the surrounding area and the City as a whole.

5. Other impacts determined by the CDA to be relevant to the consideration of costs and benefits arising from the redevelopment project:

Redeveloper and the CDA anticipate the following relevant impacts on the City:

Starbucks Project

- The Starbucks Project will occupy land that is vacant, has been determined to be blighted and substandard, and has limited assessed tax value in its current state.
- The Starbucks Project should help promote the development of future projects within the western portion of the City along 23rd Street.
- Starbucks Redeveloper and the CDA anticipate minimal to no impact on demand for community services stemming from the Starbucks Project.

Retail Project

- The Retail Project will occupy land that is vacant, has been determined to be blighted and substandard, and has limited assessed tax value in its current state.
- The Retail Project should help promote the development of future projects within the western portion of the City along 23rd Street.
- Retail LLC and the CDA anticipate minimal to no impact on demand for community services stemming from the Retail Project.

6. Cost Benefit Analysis Conclusion:

Based upon the findings presented in this supplemental cost-benefit analysis, the benefits outweigh the costs of the proposed Phase III Projects.

EXHIBIT "7"
REDEVELOPMENT PLAN

(See attached)

4828-2395-8714, v. 2

RESOLUTION NO. R18-42

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA APPROVING AN AMENDMENT TO THE REDEVELOPMENT PLAN ENTITLED "33RD AVENUE AND U.S. HIGHWAY 30 REDEVELOPMENT PLAN."

WHEREAS, The Mayor and City Council of the City of Columbus approved Resolution No. R18-10 on February 5, 2018; and

WHEREAS, Section 10 of Resolution No. R18-10 declared the areas legally described in that Resolution which it referred to as "Redevelopment Areas" to be blighted and substandard and in need of redevelopment under the terms of Nebraska Revised Statutes sections 18-2103(10) and (11) and section 18-2109; and

WHEREAS, it is contemplated that the redevelopment of the Redevelopment Areas may occur in phases and will occur pursuant to one or more redevelopment plans; and

WHEREAS, the City finds based on substantial evidence in the record of this proceeding that the redevelopment of the Redevelopment Areas will result in the elimination and prevention of blight and aligns with the purposes of the Community Redevelopment Law and the general plan of the City; and

WHEREAS, it is anticipated and desired that any future redevelopment plans presented to the City for the Redevelopment Areas will comply with the general plan of the City; and

WHEREAS, the City previously approved a plan of redevelopment entitled the "33rd AVENUE AND U.S. HIGHWAY 30 REDEVELOPMENT PLAN" via Resolution No.R10-111 (the "Redevelopment Plan"); and

WHEREAS, attached hereto as Exhibit "A" is an amendment to the Redevelopment Plan for redevelopment within one or more of the Redevelopment Areas (the "Redevelopment Plan Amendment"); and

WHEREAS, the Planning Commission of the City of Columbus, Nebraska provided written findings on and recommended the City's adoption and approval of the Redevelopment Plan Amendment on March 12, 2018; and

WHEREAS, the Redevelopment Plan Amendment complies with the general plan of the City, and will result in the elimination and prevention of blight; and

WHEREAS, the redevelopment set forth in the Redevelopment Plan Amendment would not be economically feasible without the use of tax-increment financing.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA:

Section 1. Any redevelopment plan presented to the City of Columbus for one or more of the Redevelopment Areas shall comply with the general plan of the City.

Section 2. The Redevelopment Plan Amendment attached as Exhibit "A" complies with the general plan of the City.

Section 3. Based on the substantial evidence in the record of this proceeding, the City accepts and adopts the findings of the Planning Commission of the City of Columbus, as follows:

(a) The proposed land uses and building requirements in the redevelopment area as described in the Redevelopment Plan Amendment are designed with the general purpose of accomplishing, in conformance with the City's general plan, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with the present and future needs, promote health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency and economy in the process of development; that under the Redevelopment Plan Amendment adequate provision is made for traffic, vehicular parking, the promotion of safety from fire, panic and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of populations, the provision of adequate transportation, water, sewage and other public utilities, schools, parks, recreational and community facilities and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds and the elimination of, or prevention of the recurrence of, insanitary or unsafe dwelling accommodations or conditions of blight.

(b) The Redevelopment Plan Amendment contains a satisfactory statement of the proposed method and estimated cost of acquisition and preparation for redevelopment of the redevelopment area; that no public improvements are required to be provided except as set forth in the Redevelopment Plan Amendment; that there are no estimated proceeds or revenue expected to be obtained by the City from disposal of property to the redeveloper; that the Redevelopment Plan Amendment sets forth a satisfactory method of financing for the proposed redevelopment consisting of direct payment for public improvements or grant assistance to the redeveloper for the Redevelopment Areas, as designated in the Redevelopment Plan Amendment which method of financing is the issuance by the City of its tax increment revenue bonds to provide funds to pay for the costs of certain public improvements directly or of public or private improvements by grant assistance and that there are no families currently living within the redevelopment area, as set forth in the Redevelopment Plan Amendment, which are currently expected to be displaced from such area.

(c) The cost-benefit analysis prepared in conjunction with the Redevelopment Plan Amendment and attached thereto sets forth the factors required under section 18-2113 of the Nebraska Revised Statutes and supports the City's adoption and approval of the Redevelopment Plan Amendment.

Section 4. The redevelopment set forth in the Redevelopment Plan Amendment would not be economically feasible without the use of tax-increment financing; would not occur in the Redevelopment Areas without the use of tax-increment financing; and the costs and benefits of the Redevelopment Plan Amendment, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of all those impacted by the Redevelopment Plan Amendment.

Section 5. Based on the foregoing and substantial evidence in the record of this proceeding, the Mayor and City Council hereby approve and adopt the Redevelopment Plan Amendment.

INTRODUCED BY COUNCIL MEMBER Charlie Bahr

PASSED AND ADOPTED THIS 2 DAY OF April, 2018.

Janis Bally
MAYOR

ATTEST:

Janelle Heine
CITY CLERK

APPROVED AS TO FORM:

David C. Levy
DAVID C. LEVY, SPECIAL CITY ATTORNEY



**AMENDMENT TO THE 33RD AVENUE AND U.S. HIGHWAY 30
REDEVELOPMENT PLAN
OF THE CITY OF COLUMBUS, NEBRASKA**

(WHO DEVELOPMENT REDEVELOPMENT PROJECT)

The City of Columbus, Nebraska (the "City") has undertaken a plan of redevelopment within the community pursuant to the adoption of a Redevelopment Plan for a portion of the City previously identified as the 33rd Avenue and U.S. Highway 30 Area, as amended (the "Redevelopment Plan"). The Redevelopment Plan was approved by the City Council of the City (the City Council, in its capacity as the governing body of the City and the community development agency of the City, hereafter collectively referred to as the "City Council") as of December 20, 2010 via Resolution No. R10-111. Pursuant to Resolution No.R18-10, adopting new and amended blighted and substandard area designations within the City, approved by the City Council as of February 5, 2018, the redevelopment area identified in the Redevelopment Plan is now a part of Redevelopment Area 1, a/k/a the West 23rd Street Corridor Area (the "Redevelopment Area"). The Redevelopment Plan serves as a guide for the implementation of redevelopment activities within certain areas of the City, as set forth in the Redevelopment Plan.

The primary purpose of this Amendment to the Redevelopment Plan is to identify a specific redevelopment project that will cause the removal of blight and substandard conditions on a site located in the City, within a portion of the Redevelopment Area identified in the Redevelopment Plan and generally located within the commercial corridors of 23rd Street from 15th Avenue to 48th Avenue, and 33rd Avenue north of 13th Street and legally described on the attached and incorporated Exhibit "A" (the "Project Site").

A. The Project Site

The Project Site is blighted, substandard and in need of redevelopment. The City Council has considered whether redevelopment of the Project Site, and specifically, the WHO Development Redevelopment Project defined herein (the "Project"), will conform to the general plan and the coordinated, adjusted, and harmonious development of the City and its environs. The primary goal of the Redevelopment Plan was to strengthen the Redevelopment Area by "capturing a share of the anticipated private market activity within the region". The Redevelopment Plan further incorporated the goals, policies, and actions set forth in the Comprehensive Plan with respect to the Redevelopment Area. The Comprehensive Plan identifies the Project Site as a major commercial growth area and, among other goals, stresses the importance of infill commercial development and reuse of existing, vacant stores and tracts of land. In this consideration, the City Council finds that such a redevelopment of the Project Site will promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community including, among other things, the promotion of safety from fire, the promotion of the healthful and convenient distribution of population, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds,

and the prevention of the recurrence of unsanitary and unsafe dwelling accommodations or conditions of blight.

The Project Site consists of approximately 12.23 acres of blighted and substandard land located in the Redevelopment Area and in need of redevelopment. An approximately 116,214 square foot former Wal-Mart building and 776 stall parking lot is currently located on the site, and the building's size and condition make the Project Site unusable in its current condition. An aerial view of the Project Site is included on the attached and incorporated Exhibit "A". Because of the current condition of the Project Site, it is necessary to undertake substantial demolition and reconfiguration of the Project Site in order to develop the property for any reasonable use. The blighted condition of the Project Site contributes to its inability to attract development. The initial upfront costs associated with demolition, site preparation, and constructing the necessary utility infrastructure makes development of the Project Site not feasible without tax-increment financing. In order to support private development, the Project Site and the Redevelopment Area are in need of redevelopment. The redevelopment of the Project Site pursuant to this Amendment to the Redevelopment Plan will include eligible expenditures under the Act and will further the purposes of the Act in conformity with the Redevelopment Plan.

The Project Site is currently located within the B-2 Zoning District. The Future Land Use Plan in the Comprehensive Plan of the City of Columbus states that the Project Site is anticipated to remain in the same B-2 Zoning District. The zoning requirements and the applicable land use map is set forth on Exhibit "C".

B. Description of the Redevelopment Project

WHO Development, LLC, a Nebraska limited liability company (the "Redeveloper") has submitted a proposal for the redevelopment of the Project Site. The Project will consist of the construction of a mixed-use development, incorporating commercial and residential uses.

The Redeveloper intends to complete the Project in multiple phases over a period of multiple years, which will allow the Redeveloper to maximize the tax increment financing resources available for public improvements in the Redevelopment Area. Each phase of the Project may have a different effective date for the purposes of Neb. Rev. Stat. § 18-2147. The implementation of the Project in multiple phases is crucial to the successful development of the Project. The phasing will allow the Redeveloper to construct the private improvements at a rate that the market can support, and to adapt subsequent phases of the Project to accommodate the changing needs of the community. For this reason, the size and scope of the Project, including, (i) the quantity and type of commercial, residential and civic buildings, (ii) the building area or quantities of land dedicated to a particular use, and (iii) the schedule for implementation of each phase of the Project, is subject to adjustment. The implementation of the Project in multiple phases is described in greater detail below. Nonetheless, this amendment generally encompasses all planned phases of the Project.

1. The Private Improvements

The Redeveloper will pay the costs of constructing the private improvements, including the commercial, residential and civic buildings, and associated improvements. The specific private improvements for the Project shall be determined on a phase-by-phase basis to meet the changing community needs and market demands as the Project is implemented. Redeveloper currently anticipates completing the Project in up to eight (8) phases.

The conceptual Site Plan for the Project is attached hereto as Exhibit "B". The Site Plan is conceptual in nature and subject to revision based on changes in community needs that may change over time, budgetary constraints, physical constraints or other factors, but it presents the general vision and the intended character of the Project. The Project will repurpose the former Wal-Mart site and parking lot with multiple, smaller uses and shared parking and drives. This will allow the reuse and infill of the Project Site in a feasible manner based on current commercial uses and business practices. A portion of the former Wal-Mart building will be demolished, and a portion of the Wal-Mart building will remain and be repurposed. While all phases are subject to change, the Project is projected to consist of the following phases/uses: (i) an approximately 75-85 room hotel, (ii) an approximately 3,000 square foot commercial space that may be used as a bank or other service business, (iii) an approximately 55,000 square foot commercial building with approximately 29,000 retail outdoor display space, (iv) multifamily residential buildings with approximately 40-80 apartment units, (v) an approximately 8,000 square foot commercial building that is intended for a restaurant or retail use, (vi) an approximately 20,000 square feet of office space, and (vii) approximately 38,700 square foot indoor storage facility. Land coverage and building intensities on the Project Site will be addressed with more specificity in the supplemental Redevelopment Plan amendment for each phase of the Project.

2. The Public Improvements

As part of the Project, the City will capture the available tax increment revenues generated by the redevelopment of the Project Site to assist in paying for public improvements that are eligible expenditures under the Act in the Redevelopment Area, including, but not limited to: site acquisition, demolition of the existing building, site preparation and grading, utilities, street infrastructure improvements, landscaping and streetscaping, public parking, and other improvements deemed feasible and necessary in support of the public health, safety, and welfare which qualify as eligible expenditures for public improvements under the Act. There are significant upfront costs of the public improvements that are necessary for the Project to be undertaken. These public improvements are necessary public improvements for each phase of the Project and shall be TIF eligible expenses for each phase of the Project. Additional eligible public expenditures may be identified in a supplemental Redevelopment Plan amendment for any phase of the Project.

The currently identified eligible public expenses for the Project and preliminary and general estimates of the costs are described below:

- Site acquisition costs - \$1,610,000
- Demolition of a portion of the existing Wal-Mart building - \$250,000
- Site preparation - \$250,000
- Utility and infrastructure improvements - \$400,000
- Landscaping and aesthetic enhancements to decrease blight and substandard conditions - \$150,000
- Public Parking improvements - \$400,000
- Capitalized interest and financing costs of eligible public expenses - \$150,000
- Engineering, architectural and legal fees necessary to develop the site – to be determined

The project costs stated above are estimates and preliminary projections. Final costs shall be determined upon project approval, final plan approval, and received bids for work. The final costs shall be certified to the City Council upon completion of the public improvements associated with the Project. These identified costs illustrate the significant upfront costs of the public improvements that are necessary for the Project to be undertaken. Each phase will likely include additional eligible public expenditures.

As stated above, the public improvements listed as eligible expenditures are necessarily upfront expenses that the Redeveloper will incur prior to the implementation of redevelopment agreements for subsequent phases of this Project. The existing building must be demolished and the general site preparation, grading, and utility improvement extension and construction for the entire Project Site will occur immediately and not on a phase by phase basis. However, these costs are necessary public improvements required for each phase of the Project. The Redeveloper would not complete these initial public improvements but for the approval of the entire Project and, likewise, the subsequent phases of the Project would not occur but for these initial public improvements. Accordingly, the costs and expenses of all the public improvements for the Project will be eligible TIF uses for each phase of the Project. The initial public improvements may be reasonably allocated between the various phases of the Project and the TIF Indebtedness generated from each phase of the Project shall be used to assist with the payment of the eligible expenses of the entire Project. The specific phasing of the Project and the TIF sources and uses for each phase will be further defined in the supplemental Redevelopment Plan amendment and/or redevelopment agreement for each phase of the Project. All division of taxes and identification of eligible expenditures will be done in accordance with the Act.

The specific public improvements that will be constructed may be revised over time based on changing community needs and available TIF and other financing. This Plan Amendment is intended to be flexible with respect to the specific details of the overall Project. Ease phase of the Project will be described in more detail in

a supplementary amendment to this Redevelopment Plan Amendment for each phase of the Project (each "Supplemental Plan Amendment").

The redevelopment of the Project Site pursuant to this Amendment to the Redevelopment Plan will eliminate the blight and substandard conditions on the Project Site and will further the purposes of the Act in conformity with the Redevelopment Plan. In addition, the eligible public improvements that are part of the Project will facilitate the further development of the Redevelopment Area and surrounding areas.

C. Implementation of the Project

As described above, the Redeveloper will complete the Project in multiple phases over an unknown period of years. It is possible that several phases will occur simultaneously, but each phase may have a different TIF effective date, as specified in the redevelopment agreement to each Supplemental Plan Amendment. The phased approach to construction of the Project will allow the Redeveloper to: (i) maximize the tax increment financing resources available to put toward construction of eligible public improvements, (ii) construct the private improvements at a rate that the market can support, and (iii) adapt the Project to the changing needs of the community.

The development of the Project Site for the Project shall require the developer to acquire the entire Project Site, site preparation and grading of the entire Project Site, development of common access point for ingress and egress, common parking improvements, utility infrastructure improvements for the entire Project Site, and other eligible public improvements that are required for the development of any and all phases.

Redeveloper intends to convey the specific lots in the Project Site to affiliated entities or third parties to develop the specific private improvements that will be part of each phase of the Project. A condition of any such conveyance shall be the obligation of the transferee to allow the Redeveloper to enter into a redevelopment agreement for that specific phase pursuant to a Supplemental Plan Amendment and to utilize tax increment financing to assist with paying for the eligible public improvements provided herein. Without TIF, the preparation of the Project Site would be cost prohibitive and Redeveloper could not prepare the Project Site to make any of the proposed phases feasible.

The proposed Phases of the Project are generally described below. Each phase of the Project will be governed by a separate redevelopment agreement between the City Council and the Redeveloper (or its successor or assign for the specific phase), which will describe the private improvements and the public improvements to be constructed by the Redeveloper as a part of such phase. Each redevelopment agreement shall implement this Amendment to the Redevelopment Plan and the Supplemental Plan Amendment. Depending on market demands and other factors, it is possible that the proposed phases will need to be revised, and any such revisions will be addressed in a Supplemental Plan Amendment

This Amendment to the Redevelopment Plan is intended to be flexible and to serve as a guide for development of the Project Site. The City Council acknowledges that each phase of the Project may include modifications to this Amendment to the Redevelopment Plan that will be addressed in a Supplemental Plan Amendment.

D. Proposed Phases of the Project

The redeveloper anticipates investing more than \$25,000,000.00 in the construction and development of the Project, in multiple phases. Redeveloper anticipates the following phases as part of the Project:

- **Hotel.** An approximately 75-85 room hotel will be constructed on the Project Site. The proposed Hotel will have a high end exterior and the developers will work to secure a hotel brands that will fit well within in the Columbus market. The hotel is anticipated to contain typical hotel amenities, such as an indoor swimming pool, meeting room, and fitness room, but the exact specifications and amenities will depend upon final design. It is anticipated that the Hotel will have an assessed value of approximately \$4,000,000 and will generate approximately \$1,000,000 in TIF.
- **Bank.** An approximately 3,000 square foot bank building with drive-through window will be constructed on the Project Site. It is anticipated that the Bank will have an assessed value of approximately \$2,000,000 and will generate approximately \$400,000 in TIF.
- **Retail.** Approximately 55,000 square feet of the former Wal-Mart building will be repurposed as commercial retail space. This retail space will also include an approximately 29,000 square foot outdoor retail display area. It is anticipated that this retail space will have an assessed value of approximately \$1,600,000 and will generate approximately \$150,000 in TIF.
- **Apartments.** Multifamily apartment buildings with approximately 40-80 apartment units will be constructed on the Project Site. The number of apartment units to be constructed will depend upon the available area and the size and parking requirements that will be determined as part of the subdivision process. The actual assessed value of the apartments will depend on the number of units, but it is anticipated that if there are 80 units constructed the Apartments will have an assessed value of approximately \$3,000,000 and will generate approximately \$510,000 in TIF.
- **Commercial Building.** Approximately 59,400 square feet of the former Wal-Mart building will be repurposed as additional commercial space. Currently, it is anticipated that this space will be used as follows: (i)

approximately 20,700 square feet will be used as office space and (ii) approximately 38,700 square feet will be used as an indoor storage facility. It is anticipated that this commercial building will have an assessed value of approximately \$1,000,000 and will generate approximately \$200,000 in TIF. Redeveloper contemplates the possibility of additional construction west of the former Wal-Mart building for indoor storage or other commercial uses as part of this phase. If such additional construction is deemed to be feasible, the projected cost, assessed value, and TIF amount would increase accordingly.

It is possible that this commercial building would be developed as two separate phases of the Project.

- **Retail/Restaurant.** Redeveloper intends to construct an approximately 8,000 square foot commercial building on the Project Site, which will be used for restaurant or retail purposes. It is anticipated that this building will have an assessed value of approximately \$1,000,000 and will generate approximately \$135,000 in TIF.

All of these phases require the public improvements set forth above and the Redeveloper shall utilize the TIF from each phase to assist with the financing and payment of the eligible public improvements for the Project.

Additional details on each phase may be added to this Plan Amendment in a Supplemental Plan Amendment. Each phase will be presented to the City Council for approval and subject to a separate redevelopment agreement with more detailed information and terms and conditions for said phase.

E. Statutory Elements

As described above, the Project envisions the capture of the incremental taxes generated by the Project on the Project Site to pay for eligible expenditures under the Act. Attached as Exhibit "C" and incorporated herein by this reference is a consideration of the statutory elements under the Act. No families will be displaced or relocated from the Project Site on account of this Project.

F. Cost-Benefit Analysis

Pursuant to Section 18-2113 of the Act, the City Council must conduct a cost-benefit analysis for any redevelopment project that will utilize TIF. A general preliminary Cost-Benefit Analysis for the Project is attached hereto as Exhibit "D", and a Supplemental Cost-Benefit Analysis for each specific phase of the Project will be prepared and approved as each phase is approved. The cost-benefit analysis for each phase of the Project shall recognize and account for the substantial benefit of the scope of the Project and the interconnectedness of the eligible public improvements between the phases.

EXHIBIT "A"
Project Site

Lots 1 and 2, Block A, Randall 3rd Addition, City of Columbus, Platte County, Nebraska

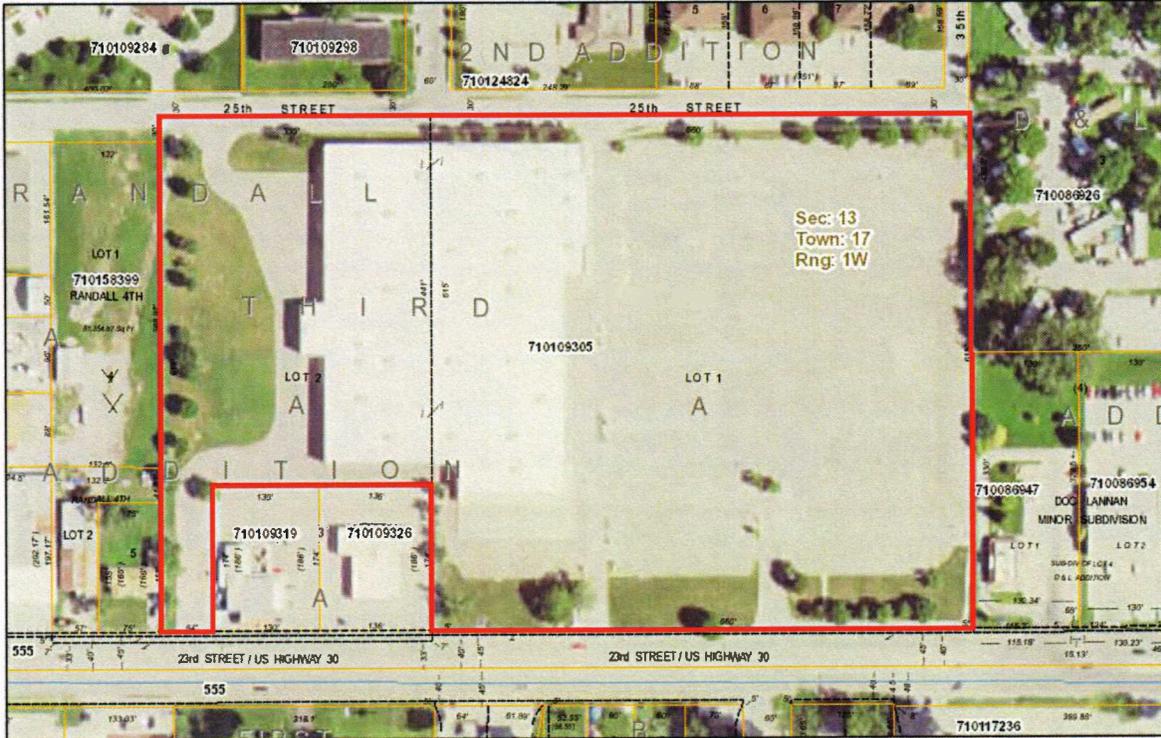


EXHIBIT "B"
Conceptual Site Plan (subject to modification)

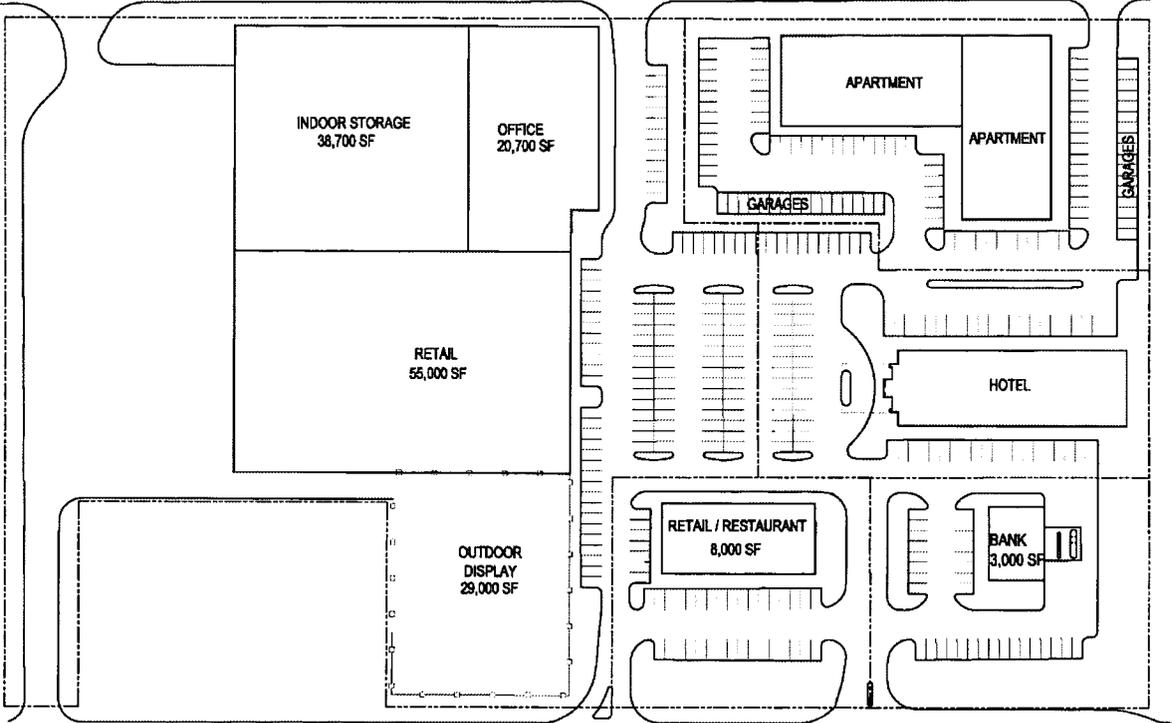


EXHIBIT "C"
Statutory Elements

A. Property Acquisition, Demolition and Disposal

No public acquisition of private property or relocation of families or businesses is necessary to accomplish the Project. The Redeveloper has the Project Site under contract and will acquire the Project Site from a third party owner as part of the Project.

B. Population Density

The proposed development at the Project Site is the construction of a mixed-use development, which may include multi-family residential uses that will inherently increase population density in the area. However, an increase in population density in the area is desired in order to provide additional housing in the City of Columbus. The Project will be properly platted to accommodate the increase in population density and adequate public infrastructure improvements to accommodate any increase in population density anticipated as part of the Project.

C. Land Coverage

An approximately 116,214 square foot former Wal-Mart building is currently located on the Project Site. A substantial portion of this building will be demolished and removed and certain new buildings will be constructed on the Project Site. The Project consists of the construction of multiple buildings for the uses identified in the Redevelopment Plan on the approximately 12.23 acre Project Site. Redeveloper shall be obligated to comply with the applicable land-coverage ratios and zoning requirements of the City of Columbus.

D. Traffic Flow, Street Layouts and Street Grades

The Project is anticipated to increase traffic to and from the Project Site. There will be additional traffic from residents traveling to and from the new apartment units constructed on the Project Site, as well as employees, customers, and visitors traveling to and from the commercial buildings constructed on the Project Site.

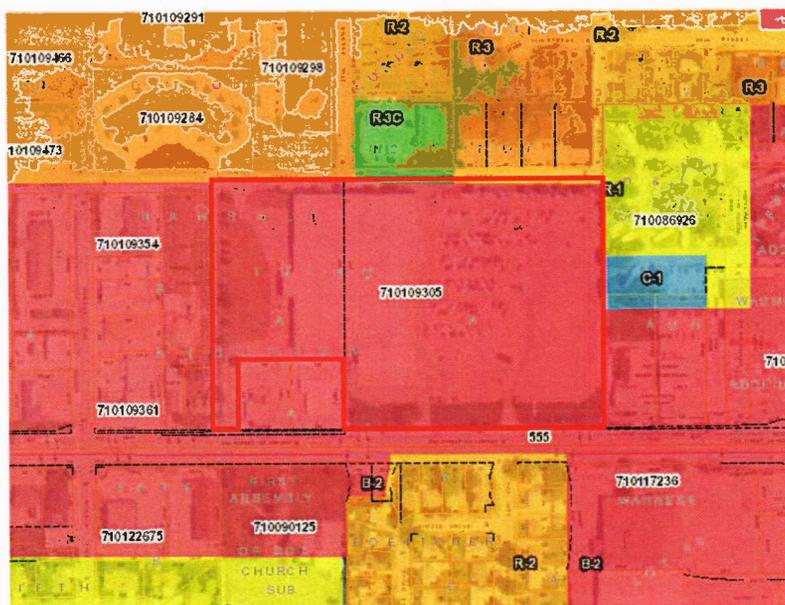
As part of the Project, the Redeveloper will construct internal private roadways to address the increase in traffic and the accessibility of the private improvements. The project is not anticipated to modify existing public rights-of-way. The public improvements, which will be constructed with the assistance of tax increment financing, shall address any traffic and street infrastructure concerns that would otherwise be created by the Project.

E. Parking

The construction of each phase of the Project will include parking facilities that will meet or exceed the parking requirements set forth in the applicable zoning district. The design and development of the Project as a single redevelopment project shall increase the efficiencies and beneficial traffic flow of the parking for all the uses located on the Project Site. The Project will also include designated public parking.

F. Zoning, Building Code and Ordinances

The Project Site is currently located within the B-2 Zoning District. The Future Land Use Plan in the Comprehensive Plan of the City of Columbus states that the Project Site is anticipated to remain in the same B-2 Zoning District. The applicable land use map is set forth below:



The following uses, among others, are permitted uses in the B-2 Zoning District:

- Apartments
- General Office
- Restaurants (drive-in and general)
- Lodging
- Consumer Services
- General Retail Services
- Civic Safety Services

Additionally, Convenience Storage is a permitted use in the B-2 zoning district with a special permit.

The Project Site will be subdivided and replatted. Redeveloper shall be responsible for any additional zoning, building code, or ordinances changes that are necessary for the Project or any phase of the Project. Redeveloper also intends to file a condominium declaration on the lot containing the former Wal-Mart Building to legally separate the building into two or more separate parcels.

EXHIBIT “D”
Cost Benefit Analysis

WHO Development Redevelopment Project

This Cost-Benefit Analysis for the WHO Development Redevelopment Project (“Project”) has been undertaken pursuant to Neb. Rev. Stat. § 18-2113. The Project will consist of the construction of a mixed-use development, incorporating commercial, residential and civic uses, and associated improvements. The location of the Project Site is set forth on Exhibit “A” to the Redevelopment Plan Amendment and the public and private improvements to be constructed as part of the Project are generally described in the Description of the Project section of the Redevelopment Plan Amendment.

The Project shall be implemented in phases and any specific cost and benefit information for each phase shall be addressed, if necessary, in the supplemental cost-benefit analysis for each phase of the Project (each, a “Supplemental Cost-Benefit Analysis”). A separate supplemental cost-benefit analysis shall be undertaken for each phase of the Project. However, because of the implementation of the Project as described herein and in the Redevelopment Plan Amendment for the Project, the initial analysis of the costs and benefits of the entire project as a whole is necessary.

The general cost-benefit analysis for the Project, which will utilize funds authorized by Neb. Rev. Stat. § 18-2147, can be summarized as follows:

1. Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147:

The taxes generated by the current value of the Project Site shall continue to be allocated between taxing jurisdictions pursuant to standard statutory requirements. Only the incremental taxes created by each phase of the Project will be captured to pay for eligible public expenditures. Since the incremental taxes would not exist without the use of TIF to support the Project, the true tax shift of this Project is a positive shift in taxes after 15 years. Additionally, because of the need to demolish the former Wal-Mart building on the Project Site and undertake extensive reconfiguration of the Project Site to prepare it for any new use, it is not anticipated that there will be any valuation increase on the Project Site without approval of a redevelopment project utilizing tax increment financing. Accordingly, any valuation increase is deemed to be a benefit to the City, even considering the 15 year TIF period.

The specific projected tax shift for each phase shall be set forth in the applicable Supplemental Cost-Benefit Analysis, but as a preliminary overview, the following potential tax shift is considered at this time:

a.	Anticipated Project Site Base Valuation (2018):	\$1,600,000.00
b.	Projected Completed Project Assessed Valuation:	\$12,600,000.00

c.	Projected Tax Increment Base (b. minus a.):	\$11,000,000.00
d.	Estimated Tax Levy:	1.905293
e.	Annual Projected Tax Shift:	\$209,582.00

Notes:

1. *The Projected Completed Project Assessed Valuation is preliminary and subject to significant changes depending on the design of each phase and the approval of each phase. While this calculation is intended to present a general picture of the tax shift for the Project, the Supplement Cost Benefit Analyses can provide a much more accurate accounting of the tax shifts for the Project, if necessary.*
2. *The Projected Valuation Increment is the incremental value for all phases. This project is anticipated to be completed in multiple phases with different phases commencing in different years depending upon lot sales and absorption rates. The Project will have multiple effective dates based upon the construction completion date for each lot. Thus, the tax increment in any year will vary during the term of this redevelopment project. This will affect the overall amount of TIF Indebtedness based upon to-be-determined lending requirements.*
3. *The Projected Tax Increment is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is assumed to be the 2017 levy rate. There has been no accounting for incremental growth over the 15 year TIF period.*

2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project:

a. Public infrastructure improvements and impacts:

It is not anticipated that the Project will have a material adverse impact on existing public infrastructure. The Project will require substantial infrastructure improvements, including extension and installation of sanitary sewer, public water, electrical service, gas and storm sewer lines. The required public infrastructure improvements shall be constructed and installed as part of the Project, and paid for in part utilizing tax increment financing. Redeveloper shall construct internal private roadways or implement access easements on the Project Site between phases of the Project to provide the necessary new roads for the Project.

The Redeveloper's investment in the overall project is anticipated to be more than \$25,000,000. In order to support that private investment, the preliminary projections indicate that this Project could require more than \$3,300,000 in eligible public improvements. Pursuant to the initial projections for this Project, tax increment financing would be used to pay for the cost of approximately \$2,400,000 of the eligible public improvements, although this amount will depend on the final projections for each phase of the Project.

These public infrastructure improvements for the Project could not be constructed and completed without the use of tax increment financing.

b. Local Tax impacts (in addition to impacts of Tax Shifts described above):

The Project will create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of tax increment financing will defer receipt of a majority of new ad valorem real property taxes generated by the Project, it is intended to create long-term benefit and a substantial increase in property taxes to the City and other local taxing jurisdictions.

The Project should also generate immediate tax growth for the City. While the specific private improvements have not yet been identified, the Project will involve the construction of a substantial number of commercial and/or residential units. The Project should include a significant amount of personal property that will be on the property tax rolls upon its acquisition and installation. Additionally, the City should realize revenue from sales tax paid by new residents of any housing units constructed on the Project Site and by customers purchasing goods from the businesses established in the commercial space constructed on the Project Site. The business customers may include out of town guests staying at a hotel. The commercial buildings and residential units that may be constructed as a part of the Project will attract new residents and business owners who will pay for City services, generating revenue to support such services.

3. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project:

The Project's anticipated impact on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project will be addressed in the Supplemental Cost-Benefit Analyses. The public and private improvements are expected to attract businesses and residents to adjacent property. There is a need for additional housing in the City of Columbus and any housing that is developed as part of the Project will provide needed additional housing for employees of firms locating or expanding in the area. The Project will also provide additional businesses and amenities that will make the area more desirable to potential employees for living and working. For example, the mixed-use development will promote an integrated neighborhood with amenities such as a bank, restaurant(s), and retail near residential units, providing residents with an opportunity to live, work, shop, and relax in a walkable radius.

The Project will be completed in phases, based upon absorption rates and market demand, which further protects against any negative effects of over-construction.

4. Impacts on other employers and employees within the City and the immediate area that is located outside of the boundaries of the area of the redevelopment project:

The Project's impact on private sector businesses in and around the area outside the boundaries of the redevelopment project will be addressed in the Supplemental Cost-Benefit Analyses. In general, the Project will provide additional commercial and/or housing opportunities that are needed in the City and will benefit employers, employees, and the City in general. Anticipated uses include, without limitation and subject to revision, bank branch, hotel, restaurant, commercial/retail space, and other uses. The housing and commercial units constructed as part of the Project should increase the need for services and products from existing businesses, such as janitorial services, office and hardware supplies, household products and general consumer services, and similar products and services. The Project will also act as a catalyst for further development of the redevelopment area identified in the Redevelopment Plan.

5. Other impacts determined by the agency to be relevant to the consideration of costs and benefits arising from the redevelopment project:

The Project consists of multiple phases of development that are all dependent upon the public improvement that will be undertaken by Redeveloper at the outset of the Project. Without all the anticipated phases of this project and the use of tax increment financing on each phase, Redeveloper would not undertake the public improvements for the Project Site. It is not feasible for the redeveloper to approach each phase as a separate redevelopment project because of the substantial public improvement costs required for this Project. Without undertaking all of the public improvements at the front end of the Project, no subsequent phases could be constructed. Thus, it is in the best interest of the City to approve the Project as a multiple phase redevelopment project that will allow the use of TIF on all phases to pay for the cost of the eligible public improvements that will be incurred at the beginning of the project or as part of a different phase of construction.

6. Cost Benefit Analysis Conclusion:

Based upon the findings presented in this preliminary cost benefit analysis, the benefits outweigh the costs of the proposed Project. The Cost Benefit Analysis may be supplemented with Supplemental Cost-Benefit Analyses, if necessary, which are anticipated to further support the findings of the Cost Benefit Analysis. However, each phase shall be considered in light of this Cost Benefit Analysis and the statements set forth in Section 5, above. More precisely, the benefit of the overall Project shall be considered with each Supplemental Cost Benefit Analysis.



The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

memorandum

DATE: March 7, 2018
TO: Planning Commission
FROM: Tara Vasicek, City Administrator 
RE: Master Redevelopment Plan for a portion of lots 1 & 2, Randall 3rd, Columbus. (The Old WalMart Property)

RECOMMENDATION:

Approval of an amendment to a previous redevelopment plan, "33rd Avenue and U.S. Highway 30 Redevelopment Plan" to the Mayor and City Council.

DISCUSSION:

WHO Development, LLC, City staff and legal counsel have ensured that the plan meets the proposed land uses and building requirements in the redevelopment area as described in the Plan are designed with the general purpose of accomplishing, in conformance with the City's general plan, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with the present and future needs, promote health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency and economy in the process of development. Under the Plan adequate provision is made for traffic, vehicular parking, and the promotion of safety from fire, panic and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of populations. The provision of adequate transportation, water, sewage and other public utilities, schools, parks, recreational and community facilities and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds and the elimination of, or prevention of the recurrence of, insanitary or unsafe dwelling accommodations or conditions of blight.

The Plan contains a statement of the proposed method and estimated cost of acquisition and preparation for redevelopment of the redevelopment area; that no public improvements are required to be provided except as set forth in the Plan; that there are no estimated proceeds or revenue expected to be obtained by the City from disposal of property to Redeveloper; that the Plan sets forth the proposed method of financing for the proposed redevelopment consisting of direct payment for public improvements or grant assistance to the Redeveloper for the redevelopment area, as designated in the Plan which method of financing is the issuance by the City of its tax increment revenue bonds to provide funds to pay for the costs of certain public improvements directly or of public or private improvements by grant assistance and that there are no families currently living within the redevelopment area, as set forth in the Plan, which are currently expected to be displaced from such area.

It has also been determined that the cost-benefit analysis prepared in conjunction with the Plan and attached thereto sets forth the factors required under section 18-2113 of the Nebraska Revised Statutes and supports the City's adoption and approval of the Plan.

**NOTICE OF HEARING
TO ALL PARTIES IN INTEREST AND CITIZENS OF
COLUMBUS, NEBRASKA**

You are hereby notified that a public hearing before the Planning Commission of the City of Columbus, Nebraska, will be held on Monday, May 11, 2020, at 7 p.m. on the application for a special use permit to allow convenience storage on the following described real estate in a "B-2" (General Commercial District) zone: Unit 2 of Columbus Retail Condominium Regime, A Subdivision of Lot 5, Legacy Square Subdivision to the City of Columbus, Platte County, Nebraska, being more particularly described as follows: Commencing at the Northwest Corner of said Lot 5, thence Easterly on the North Line of said Lot 5, a distance of 198.90 Feet; thence turning Southerly, a distance of 6.80 Feet to the Northwest Corner of building shell, and the point of beginning; thence turning Easterly, and running on the exterior of the building shell for the next 14 courses, a distance of 315.00 Feet; thence turning Southerly, a distance of 33.70 Feet; thence turning Easterly, a distance of 1.60 Feet; thence turning South-Easterly, a distance of 8.60 Feet; thence turning Southwesterly, a distance of 8.30 Feet; thence turning Westerly, a distance of 1.60 Feet; thence turning Southerly, a distance of 66.10 Feet; thence turning Easterly, a distance of 1.60 Feet; thence turning South-Easterly, a distance of 7.30 Feet; thence turning South-Westerly, a distance of 8.70 Feet; thence turning Westerly, a distance of 1.60 Feet; thence turning Southerly, a distance of 33.60 Feet; thence turning Westerly, a distance of 24.00 Feet; thence turning Southerly, a distance of 19.95 Feet, to the division line between Unit 1 and Unit 2; thence turning Westerly, and running on the division line between Unit 1 and Unit 2, for a distance of 250.80 Feet; thence turning Southerly, and running on the division line between Unit 1 and Unit 2, for a distance of 80.33 Feet; thence turning Westerly, and running on the division line between Unit 1 and Unit 2, a distance of 40.20 Feet to the West Line of building shell; thence turning Northerly, and running on the West Line of building shell, a distance of 256.28 Feet to the Northwest corner of building shell, and the point of beginning, said Unit 2 of Columbus Retail Condominium Regime contains 58,277.68 Square Feet more or less (3620 23 Street).

Pursuant to the Governor's Executive Order 20-03 and in consideration of the public health and safety, said meeting will not occur in-person and will occur telephonically. All members of the public may attend the meeting and be heard telephonically by dialing 415-762-9988, and entering the access code 236-678-6847 when prompted.

At said time and place, all interested parties may be heard.

Dated this 30 day of April, 2020.

CITY OF COLUMBUS, NEBRASKA
By: Janelle Kline
City Clerk

Publish: 04:30:2020
Two Affidavits of Publication

**CITY OF COLUMBUS
MEMORANDUM**

DATE: May 6, 2020
FROM: Dan Curtis
TO: City Administrator Tara Vasicek
RE: Special Use Permit for Columbus Retail, LLC

RECOMMENDATION:

I recommend approval of the Special Use permit to allow Convenience Storage in a B-2 zoning district as indicated on the application.

DISCUSSION:

We have received an application for a Special Use permit to allow convenience storage within part of Unit 2 as indicated in the legal description submitted as part of the application. All storage units will be located within the existing building. With limited area for parking, I believe this is a good use for the building and recommend approval.

FISCAL IMPACT:

None

ALTERNATIVE:

Deny the Permit

SIGNATURE:

By: _____

Approved By: _____



SPECIAL USE PERMIT APPLICATION

The following Application needs to be completed fully and submitted to the City Clerk's office at least twenty-one (21) calendar days before the Planning Commission Meeting at which the Application will be considered. Please complete the following:

Applicant's Name: Columbus Retail, LLC
Applicant's Address: 1000 O Street, Suite 201
Lincoln, NE 68508
Applicant's Phone #: (402) 416-3522
Applicant's E-Mail: mike@nightcaphospitality.com
Property Owner: Columbus Retail, LLC
Address of Property: 3620 23rd Street, Columbus NE

FILED

FEB 21 2020

**CITY CLERK
COLUMBUS, NEBR.**

Legal Description of Property:

Unit 2, Columbus Retail Condominium Regime in accordance with the Declaration recorded on Lot 5, Legacy Square Addition, September 25, 2018 under Book 240 at Page 1227 of the records of Platte County Nebraska

Description of the nature and operating characteristics of the proposed use:

Owner desires to use a portion of Unit 2 for Convenience Storage uses. As shown on the attached site plan, approximately 31,500 square feet of Unit 2 would consist of indoor storage mini-storage units. The convenience storage use would likely be constructed in two phases. The initial phase would consist of approximately 15,177 square feet of Unit 2, which would be converted into approximately 60 mini storage units as set forth on the attached preliminary site plan. The second phase would consist of converting the remaining 16,319 square feet of storage shown in the site plan to approximately 81 mini-storage units. All self-storage units would be located within the existing building and no exterior storage or storage of hazardous chemicals will be permitted.

Please attach any graphic information, including site plans, elevations or other drawings, necessary to describe the proposed use to the approving agencies.

See attached preliminary site plan.

I, the undersigned, am the property owner of the property described in this Application or the property owner's authorized agent.

Dated the 18th day of Feb, 2020

Mike Wosh, Managing Member
Property Owner/Authorized Agent

Columbus Retail Condominium Regime

Unit 2 Legal Description

Unit 2 of Columbus Retail Condominium Regime, A Subdivision of Lot 5, Legacy Square Subdivision to the City of Columbus, Platte County, Nebraska, being more particularly described as follows:

Commencing at the Northwest Corner of said Lot 5, thence Easterly on the North Line of said Lot 5, a distance of 198.90 Feet; thence turning Southerly, a distance of 6.80 Feet to the Northwest Corner of building shell, and the point of beginning; thence turning Easterly, and running on the exterior of the building shell for the next 14 courses, a distance of 315.00 Feet; thence turning Southerly, a distance of 33.70 Feet; thence turning Easterly, a distance of 1.60 Feet; thence turning South-Easterly, a distance of 8.60 Feet; thence turning Southwesterly, a distance of 8.30 Feet; thence turning Westerly, a distance of 1.60 Feet; thence turning Southerly, a distance of 66.10 Feet; thence turning Easterly, a distance of 1.60 Feet; thence turning South-Easterly, a distance of 7.30 Feet; thence turning South-Westerly, a distance of 8.70 Feet; thence turning Westerly, a distance of 1.60 Feet; thence turning Southerly, a distance of 33.60 Feet; thence turning Westerly, a distance of 24.00 Feet; thence turning Southerly, a distance of 19.95 Feet, to the division line between Unit 1 and Unit 2; thence turning Westerly, and running on the division line between Unit 1 and Unit 2, for a distance of 250.80 Feet; thence turning Southerly, and running on the division line between Unit 1 and Unit 2, for a distance of 80.33 Feet; thence turning Westerly, and running on the division line between Unit 1 and Unit 2, a distance of 40.20 Feet to the West Line of building shell; thence turning Northerly, and running on the West Line of building shell, a distance of 256.28 Feet to the Northwest corner of building shell, and the point of beginning.

Said Unit 2 of Columbus Retail Condominium Regime contains 58,277.68 Square Feet more or less.

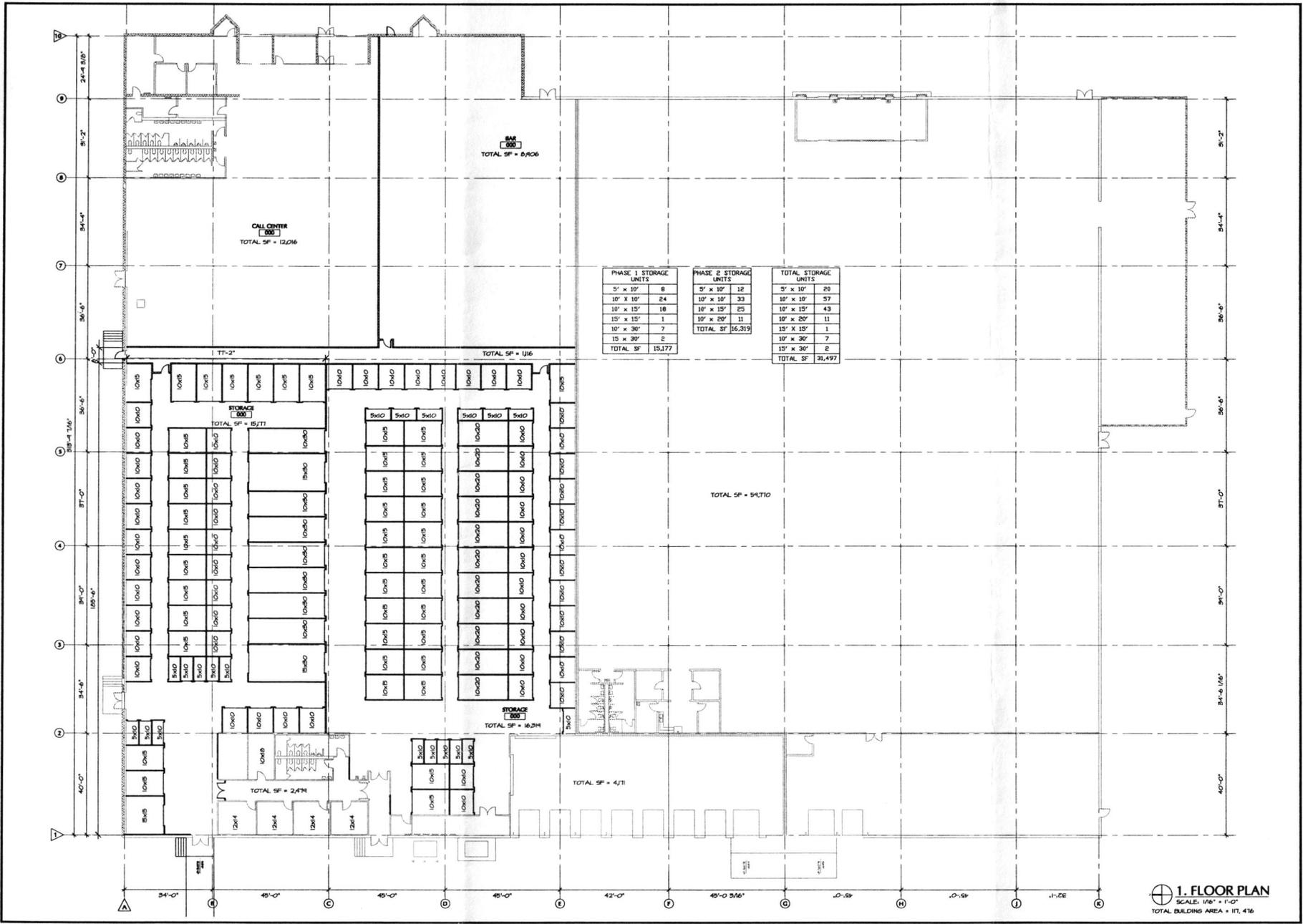
NO. _____
 DATE _____
 REVISIONS _____

COLUMBUS STORAGE
 3564 23RD ST.
 COLUMBUS, NE 68601

FLOOR PLAN

Project:
 Date: 16 JAN 2020
 Revision Date:

A1.1



**NOTICE OF HEARING
TO ALL PARTIES IN INTEREST AND CITIZENS OF
COLUMBUS, NEBRASKA**

You are hereby notified that a public hearing before the Planning Commission of the City of Columbus, Nebraska, will be held on Monday, May 11, 2020, at 7 p.m. on the application for a special use permit to allow the building coverage to be increased from 35 percent to 39 percent on the following described real estate in a "R-2(b)" (Urban-Family Residential with an Agricultural Overlay District) zone: A tract of land located in the W1/2SW1/4NW1/4 of Section 29, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, described as follows: Commencing at the Southwest Corner of said SW1/4NW1/4; thence Easterly on the South line of said SW1/4NW1/4, 481.30 feet, to the point of beginning, said point being the Southeast corner of a tract previously surveyed by Douglas J. Stevenson, L.S., #485, dated November 15, 1993; thence Northerly on the East line of said previously surveyed tract, 122.00 feet, to the South line of 1st Street; thence Easterly on the South line of 1st Street, 85.00 feet; thence Southerly 120.40 feet, to the South line of said SW1/4NW1/4; thence Westerly on the South line of said SW1/4NW1/4, 85.00 feet to the point of beginning (1539 and 1541 1 Street).

Pursuant to the Governor's Executive Order 20-03 and in consideration of the public health and safety, said meeting will not occur in-person and will occur telephonically. All members of the public may attend the meeting and be heard telephonically by dialing 415-762-9988, and entering the access code 236-678-6847 when prompted.

At said time and place, all interested parties may be heard.

Dated this 30 day of April, 2020.

CITY OF COLUMBUS, NEBRASKA
By: Janelle Kline
City Clerk

Publish: 04:30:2020
Two Affidavits of Publication

**CITY OF COLUMBUS
MEMORANDUM**

DATE: May 6, 2020
FROM: Dan Curtis
TO: City Administrator Tara Vasicek
RE: Special Use Permit to allow 39% Building Coverage in an R-2(b) District

RECOMMENDATION:

I recommend approval of the Special Use permit to allow an increase from 35% building coverage to allow 39% building coverage on the lot located at 1539 1st Street.

DISCUSSION:

We have received an application for a Special Use permit to allow an increase of building coverage from 35% to 39% in an R-2(b) zoning district, if approved the applicant intends on constructing a duplex on the property.

FISCAL IMPACT:

None

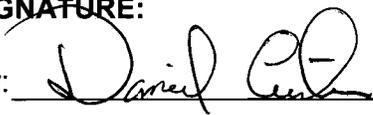
ALTERNATIVE:

Deny the Permit

SIGNATURE:

By: _____

Approved By: _____




SPECIAL USE PERMIT APPLICATION

The following Application needs to be completed fully and submitted to the City Clerk's office at least twenty-one (21) calendar days before the Planning Commission Meeting at which the Application will be considered. Please complete the following:

FILED

Applicant's Name: Lowell Anderson

Applicant's Address: 257 12th Ave

APR 17 2020

Columbus, NE

Applicant's Phone # 402-942-4076

**CITY CLERK
COLUMBUS, NEBR.**

Applicant's E-Mail Lowell.tac@gmail.com

Property Owner: Lowell Anderson

Address of Property: 1539 1st Street

Legal Description of Property:

TR IN SW 1/4 NN 1/4 S OF 1ST ST 29-17-1E .24
AC LAND IN CITY LIMITS COLUMBUS

Description of the nature and operating characteristics of the proposed use:

LOT SIZE 10,302.00 SQ FT

PROPOSED BUILDING MEETS CITY CODE SETBACKS
BUT IS OVER MAXIMUM BUILDING COVERAGE BY
4% FOR A TOTAL OF 39% BUILDING COVERAGE.

Please attach any graphic information, including site plans, elevations or other drawings, necessary to describe the proposed use to the approving agencies.

I, the undersigned, am the property owner of the property described in this Application or the property owner's authorized agent.

Dated the 13 day of April, 2020

Lowell Anderson
Property Owner/Authorized Agent

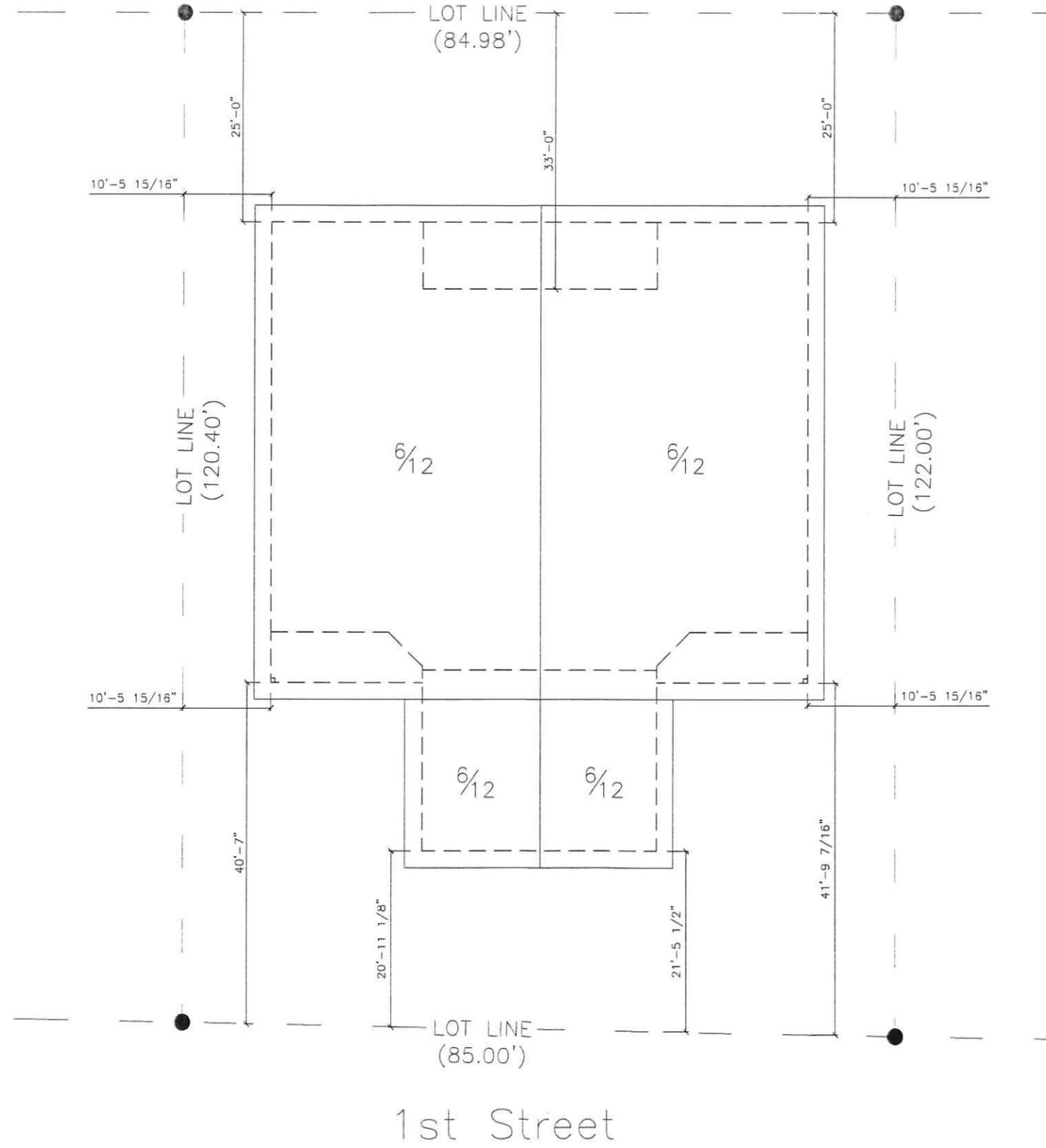
A Tract of land located in the W1/2SW1/4NW1/4 of Section 29, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, described as follows: Commencing at the Southwest Corner of said SW1/4NW1/4; thence Easterly on the South line of said SW1/4NW1/4, 481.30 feet, to the point of beginning, said point being the Southeast corner of a tract previously surveyed by Douglas J. Stevenson, L.S., #485, dated November 15, 1993; thence Northerly on the East line of said previously surveyed tract, 122.00 feet, to the South line of 1st Street; thence Easterly on the South line of 1st Street, 85.00 feet; thence Southerly 120.40 feet, to the South line of said SW1/4NW1/4; thence Westerly on the South line of said SW1/4NW1/4, 85.00 feet to the point of beginning

GENERAL NOTES:

FINAL ROOF LINES (TO BE DETERMINED BY OWNER AND CONTRACTOR)

FINAL ROOF SLOPES (TO BE DETERMINED BY OWNER AND CONTRACTOR)

ALL OVERHANGS SHOWN 2'-0"



SITE PLAN

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



LOWELL ANDERSON DUPLEX
COLUMBUS, NEBRASKA

Builders Approval - Sign: _____ Date: _____

Reproduction of plan without permission will be prosecuted.
Plan Property of: STREHLE BUILDING SOLUTIONS Inc.
310 South 4th Street Columbus Ne. 68601 402-276-1420 Fax 402-563-3839
NOTE: Builder must review and approve the plan and all dimensions, sign and return to Strehle Building Solutions Inc. before final design and components are released for manufacturing.

**NOTICE OF HEARING
TO ALL PARTIES IN INTEREST AND CITIZENS OF
COLUMBUS, NEBRASKA**

NOTICE IS HEREBY GIVEN that a public hearing before the Planning Commission of the City of Columbus, Nebraska, will be held on Monday, May 11, 2020, at 7:00 p.m. on several proposed Text Amendments to the Zoning Chapter of the Land Development Ordinance for the City of Columbus. One of said Text Amendments proposes changes to Article 13 of the Zoning Code, "Wireless Telecommunications Facilities Siting Ordinance", to add an exception for public right-of-way; to define "right-of-way", to provide for the compliance with State law to provide that the Nebraska Small Wireless Facilities Deployment Act govern public right-of-way; to add a separate section to Article 13 providing for Small Wireless Facilities in the Right-of-Way, which new section contains within it definitions, permits to occupy the right-of-way, fees, taxes, aesthetic and design standards, independent technical and legal reviews. Another Text Amendment proposes to add to said Zoning Code a new Article 15 entitled "Permits to Occupy the Right-of-Way", which contains within it definitions, permits to occupy the right-of-way, fees, taxes, aesthetic and design standards, independent technical and legal reviews and relief provisions. Said Text Amendments also encompass corrections as well as modifications to allow the integration of the Wireless Telecommunications Facilities Siting Ordinance with the Small Wireless Facilities in the Right-of-Way Ordinance and Permits to Occupy the Right-of-Way Ordinance, and to further provide for the workability of said Articles with each other and within the Zoning Code.

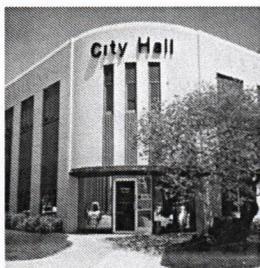
Pursuant to the Governor's Executive Order 20-03 and in consideration of the public health and safety, said meeting(s) will not occur in-person and will occur telephonically. All members of the public may attend the meeting and be heard telephonically by dialing 415-762-9988 and entering the access code 236-678-6847 when prompted.

A copy of the entire proposed Text Amendments can be requested by email to the office of the city clerk at cclerk@columbusne.us or by calling 402-562-4224.

Dated this 30 day of April, 2020.

CITY OF COLUMBUS, NEBRASKA
BY: Janelle Kline
City Clerk

Publish: 04:30:20
Two Affidavits of Publication



The City of Columbus

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

memorandum

DATE: March 4, 2020

TO: Public Property Committee Members

FROM: Tara Vasicek, City Administrator *[Signature]*

RE: Wireless Telecommunication Facilities Siting Ordinance Amendment
Right of Way Permitting Ordinance
Small Wireless Facilities Ordinance

RECOMMENDATIONS:

Proceed with amending the Wireless Telecommunication Facilities Siting Ordinance to remove application of the ordinance to Small Wireless Facilities in the right of way.

Proceed with creating a Right of Way Permitting Ordinance.

Proceed with creating a Small Wireless Facilities Ordinance.

DISCUSSION:

Amend Wireless Telecommunication Facilities Siting Ordinance

In March of 2019 the City Council voted in favor of sending a letter of opposition to Senator Moser regarding LB184. Unfortunately, the Legislature proceeded with LB184. LB184 gives wireless companies the right to place small cell wireless facilities in public rights of way with very limited ability for the City to oversee those facilities in our right of way.

The City of Columbus is not opposed to small wireless technology. We have adopted an ordinance to govern the placement of such technology within public rights of way, but the Wireless Telecommunications Siting Ordinance is now out of date with the Legislatures passage of LB 184. We need to update the Wireless Telecommunication Facilities Siting Ordinance to remove application of the regulations to small wireless facilities.

Create Right of Way Permitting Ordinance

LB184 considerably limits Columbus' ability to manage the public right of way and places all other users of the right of way, such as utilities and cable companies, at a disadvantage to the benefitting wireless companies. In order to have any ability to guide the development of small wireless facilities in City right of way, we must adopt a right of way permitting process that applies to all right of way users. LB184 clearly states that small wireless facilities cannot have any specific regulations with regard to use of the right of way that are not also applicable to all other right of way users.

Create Small Wireless Facilities Ordinance

With the passage of LB184, the City needs to pass an ordinance that complies with this new state law.



ORDINANCE NO. 20-_____

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO REVISE AND AMEND THE LAND DEVELOPMENT ORDINANCE, ZONING CHAPTER, ADOPTED BY ORDINANCE 96-08 ON MARCH 18, 1996, AND ADOPTED AUGUST 4, 1997 AS THE OFFICIAL ZONING CODE OF THE CITY OF COLUMBUS BY ORDINANCE NO. 97-17 IN ORDER TO ADOPT STATUTORY CHANGES MADE BY THE LEGISLATURE SO AS TO BRING ARTICLE 13 INTO CONFORMANCE WITH STATE LAW, AS FOLLOWS: TO AMEND ARTICLE 13, WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE, TO LABEL IT PART A OF SAID ARTICLE 13, TO CORRECT VARIOUS REFERENCES IN SAID ARTICLE FROM "CHAPTER" TO "ARTICLE"; TO ADD AN EXCEPTION FOR PUBLIC RIGHT-OF-WAY; TO DEFINE RIGHT-OF-WAY; TO PROVIDE THAT THE PROVISIONS OF THE SMALL WIRELESS FACILITIES DEPLOYMENT ACT ADOPTED BY THE NEBRASKA LEGISLATURE AND APPROVED BY THE GOVERNOR MAY 17, 2019, NEB. REV. STAT. SECTION 86-1201 TO SECTION 86-1244 SHALL GOVERN PUBLIC RIGHT OF WAY; TO ADD PART B TO SAID ARTICLE ENTITLED "SMALL WIRELESS FACILITIES IN THE "RIGHT-OF-WAY"; PROVIDING DEFINITIONS; PROVIDING THE PURPOSE AND SCOPE OF SAID ARTICLE; TO PROVIDE FOR PERMITS TO OCCUPY THE RIGHT-OF-WAY; FEES, TAXES, AESTHETIC AND DESIGN STANDARDS, INDEPENDENT TECHNICAL AND LEGAL REVIEWS AND RELIEF PROVISIONS; TO REPEAL ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HERewith, TO PROVIDE FOR AN EFFECTIVE DATE; AND TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM AS AUTHORIZED BY SECTION 16-405 OF NEBRASKA REVISED STATUTES.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA:

Section 1. That the City of Columbus, Nebraska under Ordinance No. 96-08 adopted the Land Development Ordinance for the City of Columbus, Zoning Chapter, having been approved March 18, 1996, and adopted August 4, 1997, as the official zoning code of the City of Columbus by Ordinance No. 97-17.

Section 2. That it is necessary for the City of Columbus to amend Article 13 of the Zoning Chapter so as to conform with the Small Wireless Facilities Deployment Act adopted by the Nebraska Legislature which became law effective September 1, 2019.

Section 3. That Article 13, Wireless Telecommunications Facilities Siting Ordinance, Section 13-4 is hereby revised to add the following definition to-wit:

"Right-of-Way" means the area on, below, or above a public roadway, highway, street, sidewalk, alley, dedicated utility easement, or similar property, but not including a freeway as defined in Neb. Rev. Stat. Section 39-1302, the National System of Interstate and Defense Highways, or a private easement. Said definition shall appear as paragraph "W" in Section 13-4.

Section 4. That Article 13, Wireless Telecommunications Facilities Siting Ordinance, Section 13-7, is hereby revised to add the following exception, to-wit: (F) Small Wireless Facilities located in public right of way. Said public right of way shall be deemed governed by the provisions of Neb. Rev. Stat. Section 86-1201 to Section 86-1244 known as the Small Wireless Facilities Deployment Act, and by Article 15 of this Land Development Ordinance.

Section 5. That Article 13, Wireless Telecommunications Facilities Siting Ordinance, is hereby amended to correct various references in said Article from “Chapter” to “Article” to correct discrepancies and to integrate Article 13 with the provisions of Article 13, Part B, which will be adopted simultaneously with this Ordinance.

Section 6. That Article 13, Part A, is hereby adopted as Article 13, Part A, and amended as follows:

13 ARTICLE THIRTEEN

PART A - WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE

13-1 Purpose and Legislative Intent

The Telecommunications Act of 1996 affirmed the City of Columbus’ authority concerning the placement, construction and modification of Wireless Telecommunications Facilities. The City of Columbus, Nebraska finds that Wireless Telecommunications Facilities may pose significant concerns to the health, safety, public welfare, character and environment of the City and its inhabitants. The City also recognizes that facilitating the development of wireless service technology can be an economic development asset to the City and of significant benefit to the City and its residents. In order to insure that the placement, construction or modification of Wireless Telecommunications Facilities is consistent with the City’s land use policies, the City is adopting a Wireless Telecommunications Facilities application and permit process. The intent of this Ordinance is to minimize impact of Wireless Telecommunications Facilities, establish a fair and efficient process for review and approval of applications, assure an integrated, comprehensive review of environmental impacts of such facilities, and protect the health, safety and welfare of the City of Columbus, Nebraska.

13-2 Title

Article 13, Part A, shall be known and cited as the Wireless Telecommunications Facilities Siting Ordinance for the City of Columbus, Nebraska, and herein referred to as Article 13, Part A.

13-3 Severability

If any word, phrase, sentence, part, section, subsection, or other portion of this Article 13, Part A, or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, or other portion, or the proscribed Application thereof, shall be severable, and the remaining provisions of Article 13, Part A, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force and effect.

Any Special Use Permit issued for Wireless Telecommunications Facilities shall follow the Special

Use Permit Rules and Procedures under Article 12.

13-4 Definitions

For purposes of Article 13, Part A, and where not inconsistent with the context of a particular section, the defined terms, phrases, words, abbreviations, and their derivations shall have the meaning given in this section. When not inconsistent with the context, words in the present tense include the future tense, words used in the plural number include words in the singular number and words in the singular number include the plural number. The word “shall” is always mandatory, and not merely directory.

- A) “**Accessory Facility**” or “**Structure**” means an accessory facility or structure serving or being used in conjunction with Wireless Telecommunications Facilities, and located on the same property or lot as the Wireless Telecommunications Facilities, including but not limited to, utility or transmission equipment storage sheds or cabinets.
- B) “**Applicant**” means any Wireless service provider submitting an Application for a Special Use Permit for Wireless Telecommunications Facilities.
- C) “**Application**” means all necessary and appropriate documentation that an Applicant submits in order to receive a Special Use Permit for Wireless Telecommunications Facilities.
- D) “**Antenna**” means a system of electrical conductors that transmit or receive electromagnetic waves or radio frequency or other wireless signals.
- E) “**Certificate of Compliance**” means the certification from the City or the City’s consultant that confirms the project was constructed and is in compliance with the conditions of the permit.
- F) “**Collocation**” means the use of an existing Tower or structure to support Antennae for the provision of wireless services. A replacement tower that is constructed on the same site as an existing tower will be considered a co-location as long as the new tower is no taller than the old tower and that the old tower is removed in a reasonable short time frame after the new tower is constructed.
- G) “**Commercial Impracticability**” or “**Commercially Impracticable**” means the inability to perform an act on terms that are reasonable in commerce; the cause or occurrence of which could not have been reasonably anticipated or foreseen and that jeopardizes the financial efficacy of the project. The inability to achieve a satisfactory financial return on investment or profit, standing alone, shall not deem a situation to be “commercially impracticable” and shall not render an act or the terms of an agreement “commercially impracticable”.
- H) “**Completed Application**” means an Application that contains all information and/or data necessary to enable an informed decision to be made with respect to an Application.
- I) “**Council**” or “**City Council**” means the City Council of the City of Columbus, Nebraska.

- J) **“Distributed Antenna System or DAS”** means a network of spatially separated antenna nodes connected to a common source via a transport medium that provides wireless service within a geographic area or structure.
- K) **“Eligibility Facility”** means a facility as defined in FCC 14-153.
- L) **“Eligible Facility Permit”** means the official zoning permit approved and issued by the Community Development Director for application which meets the definition of an eligible facility.
- M) **“FAA”** means the Federal Aviation Administration, or its duly designated and authorized successor agency.
- N) **“FCC”** means the Federal Communications Commission, or its duly designated and authorized successor agency.
- O) **“Height”** means, when referring to a Tower or structure, the distance measured from the pre-existing grade level to the highest point on the Tower or structure, even if said highest point is an Antenna or lightening protection device.
- P) **“Modification”** or **“Modify”** means the addition, removal or change of any of the physical and visually discernable components or aspects of a wireless facility, such as antennas, cabling, equipment shelters, landscaping, fencing, utility feeds, changing the color or materials of any visually discernable components, vehicular access, parking and/or an upgrade or change out of equipment for better or more modern equipment. Adding a new wireless carrier or service provider to a Telecommunications Tower or Telecommunications Site as a co-location is a modification. A Modification shall not include the replacement of any components of a wireless facility where the replacement is identical to the component being replaced or for any matters that involve the normal repair and maintenance of a wireless facility without adding, removing or changing anything.
- Q) **“NIER”** means Non-Ionizing Electromagnetic Radiation.
- R) **“Person”** means any individual, corporation, estate, trust, partnership, joint stock Company, association of two (2) or more persons having a joint common interest, or any other entity.
- S) **“Personal Wireless Facility”** See definition for ‘Wireless Telecommunications Facilities’.
- T) **“Personal Wireless Services”** or **“PWS”** or **“Personal Telecommunications Service”** or **“PTS”** shall have the same meaning as defined and used in the 1996 Telecommunications Act.
- U) **“Planning Commission”** means the Planning Commission for the City of Columbus.
- V) **“Repairs and Maintenance”** means the replacement of any components of a wireless facility where the replacement is identical to the component being replaced or for any matters that involve the normal repair and maintenance of a wireless facility without the addition, removal or change of any of the physical or visually discernable components or aspects of a wireless facility that will add to the visible appearance of the facility as originally permitted.

W) “**Right-of-Way**” means the area on, below, or above a public roadway, highway, street, sidewalk, alley, dedicated utility easement, or similar property, but not including a freeway as defined in Neb. Rev. Stat. Section 39-1302, the National System of Interstate and Defense Highways, or a private Easement.

X) “**Small Cell**” means sites that are shorter standalone (self-sufficient) wireless facilities that generally do not extend above tree line.

Y) “**Specialized Mobile Radio**” or “**SMR**” means an analogue or digital trunked two-way radio system, operated by a service in the VHF, 220, UHF, 700,800 or 900 MHz bands.

Z) “**State**” means the State of Nebraska.

AA)“**Stealth**” or “**Stealth Technology**” means to minimize adverse aesthetic and visual impacts on the land, property, buildings, and other facilities adjacent to, surrounding, and in generally the same area as the requested location of such Wireless Telecommunications Facilities, which shall mean using the least visually and physically intrusive facility that is not technologically or Commercially Impracticable under the facts and circumstances.

BB)“**Telecommunications**” means the transmission and/or reception of audio, video, data, and other information by wire, radio frequency, light, and other electronic or electromagnetic systems.

CC) “**Telecommunications Site**” See definition for Wireless Telecommunications Facilities.

DD) “**Telecommunications Structure**” means a structure used in the provision of services described in the definition of ‘Wireless Telecommunications Facilities’.

EE) “**Temporary**” means temporary in relation to all aspects and components of Article 13, Part A, something intended to, or that does not exist for more than ninety (90) days.

FF) “**Tower**” means any structure designed primarily to support an antenna for receiving and/or transmitting a wireless signal.

GG) “**Wireless Telecommunications Facilities**” or “**WTF**” means and includes a “**Telecommunications Site**” and “**Personal Wireless Facility**”. It means a structure, facility or location designed, or intended to be used as, or used to support Antennas or other transmitting or receiving devices. This includes without limit, Towers of all types and kinds and structures, including, but not limited to buildings, church steeples, silos, water towers, signs or other structures that can be used as a support structure for Antennas or the functional equivalent of such. It further includes all related facilities and equipment such as cabling, equipment shelters and other structures associated with the site. It is a structure and facility intended for transmitting and/or receiving radio, television, cellular, SMR, paging, 911, Personal Communications Services (PCS), commercial satellite services, microwave services and any commercial wireless telecommunication service not licensed by the FCC.

13-5 Overall Policy and Desired Goals for Eligible Facility and Special Use Permits for Wireless Telecommunications Facilities

In order to ensure that the placement, construction, and modification of Wireless Telecommunications Facilities protects the City’s health, safety, public welfare, environmental

features, the nature and character of the community and neighborhood and other aspects of the quality of life specifically listed elsewhere in Article 13, Part A, the City hereby adopts an overall policy with respect to an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities for the express purpose of achieving the following goals:

- A) Requiring an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities for any new, co-location or modification of a Wireless Telecommunications Facility.
- B) Implementing an Application process for person(s) seeking an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities.
- C) Establishing a policy for examining an application for and issuing an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities that is both fair and consistent.
- D) Promoting and encouraging, wherever possible, the sharing and/or co-location of Wireless Telecommunications Facilities among service providers.
- E) Promoting and encouraging, wherever possible, the placement, height and quantity of Wireless Telecommunications Facilities in such a manner, including but not limited to the use of stealth technology, to minimize adverse aesthetic and visual impacts on the land, property, buildings, and other facilities adjacent to, surrounding, and in generally the same area as the requested location of such Wireless Telecommunications Facilities, which shall mean using the least visually and physically intrusive facility that is not technologically or Commercially Impracticable under the facts and circumstances.
- F) That in granting an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities, the City has found that the facility shall be the most appropriate site as regards being the least visually intrusive among those available in the City.

13-6 Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities Required; Exceptions

- A) Except as otherwise provided by Article 13, Part A, no Person shall be permitted to site, place, build, construct, modify or prepare any site for the placement or use of, Wireless Telecommunications Facilities as of January 2, 2018, without having first obtained either an Eligible Facility Permit or a Special Use Permit for Wireless Telecommunications Facilities prior to the application for a building permit. Notwithstanding anything to the contrary in this section, no Permits for Wireless Telecommunications Facilities shall be required for those non-commercial exclusions noted in Section 13-7.
- B) All legally permitted Wireless Telecommunications Facilities, constructed as permitted, existing on or before January 2, 2018, shall be allowed to continue as they existed, provided however, that any visible modification of an existing Wireless Telecommunications Facility will require the complete facility and any new installation to comply with this Article 13, Part A.

- C) Any Repair and Maintenance of a Wireless Telecommunications Facilities does not require an Application for an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities.

13-7 Exclusions

The following shall be exempt from Article 13, Part A:

- A) The City's fire, police, department of transportation or other public service facilities owned and operated by the local government.
- B) Any facilities expressly exempt from the City's siting, building and permitting authority.
- C) Over-the-Air reception Devices including the reception antennas for direct broadcast satellites (DBS), multichannel multipoint distribution (wireless cable) providers (MMDS), television broadcast stations (TVBS) and other customer-end antennas that receive and transmit fixed wireless signals that are primarily used for reception.
- D) Facilities exclusively for private, non-commercial radio and television reception and private citizen's bands, licensed amateur radio and other similar non-commercial Telecommunications.
- E) Facilities used exclusively for providing unlicensed spread spectrum technology i.e. Bluetooth or a 'Hot Spot', where the facility does not require a new tower, where the service is not to be used for commercial purposes, where there is no fee or charge for the use of the service and where the service is intended to be useable for less than 200'.
- F) Small Wireless Facilities located in a right-of-way. Said right-of-way shall be deemed governed by the provisions of Neb. Rev. Stat. Section 86-1201 to Section 86-1244 known as the Small Wireless Facilities Deployment Act and by Article 15 of the Land Development Ordinance.

13-8 Eligible Facility Permit and Special Use Permit Application and Other Requirements.

- A) All Applicants for an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities or any modification of such facility shall comply with the requirements set forth in Article 12 and Article 13, Part A, of the Zoning Ordinance. Applications for an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities must be made pursuant to Article 12 and Article 13, Part A, of the Zoning Ordinance. Upon the recommendation from the Planning Commission, the City Council is authorized to review, analyze, evaluate and make decisions with respect to granting or not granting or revoking Eligible Facility Permit or Special Use Permits for Wireless Telecommunications Facilities. The City may at its discretion delegate or designate other official agencies or officials of the City to review, analyze, evaluate and make recommendations to the Planning Commission and the City Council concerning matters involving Eligible Facility Permit or Special Use Permits for Wireless Telecommunications Facilities.

- B) All applications for an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities shall be filed with the Community Development Director's office pursuant to Article 12-3.
- C) The City may reject applications not meeting the requirements stated herein or which are otherwise incomplete.
- D) No Wireless Telecommunications Facilities shall be installed, constructed or modified until the Application is reviewed and approved by the City, and the Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities has been issued.
- E) Any and all representations made by the Applicant to the City on the record during the Application process, whether written or verbal, shall be deemed a part of the Application and may be relied upon in good faith by the City.
- F) An Application for an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities shall be signed on behalf of the Applicant by the person preparing the same and with knowledge of the contents and representations made therein and attesting to the truth and completeness of the information.
- G) The Applicant must provide documentation to verify it has the right to proceed as proposed on the Site. This would require an executed copy of the lease with the landowner or landlord or a signed letter acknowledging authorization. If the applicant owns the site, a copy of the ownership record is required.
- H) The Applicant shall include a statement in writing:
 - 1) That the applicant's proposed Wireless Telecommunications Facilities shall be maintained in a safe manner, and in compliance with all conditions of the Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities, without exception, unless specifically granted relief by the City in writing, as well as all applicable and permissible local codes, ordinances, and regulations, including any and all applicable City, State and Federal Laws, rules, and regulations;
 - 2) That the construction of the Wireless Telecommunications Facilities is legally permissible, including, but not limited to the fact that the Applicant is authorized to do business in the State.
- I) Where a certification is called for in Article 13, Part A, such certification shall bear the signature and seal of a Registered Professional licensed in the State.
- J) In addition to all other required information as stated in Article 13, Part A, all applications for the construction or installation of new Wireless Telecommunications Facilities or modification of an existing facility shall contain the information hereinafter set forth.
 - 1) A descriptive statement of the objective(s) for the new facility or modification including and expanding on a need such as coverage and/or capacity requirements;
 - 2) Documentation that demonstrates and proves the need for the Wireless Telecommunications Facility to provide service primarily and essentially within the City. Such documentation shall include propagation studies of the proposed site and all adjoining planned, proposed, in-service or existing sites that demonstrate a

significant gap in coverage and/or if a capacity need, including an analysis of current and projected usage; for a new tower drive test data is required. If documentation is provided by the applicant that this site qualifies as an Eligible Facility, proof of need is not required;

- 3) The name, address and phone number of the person preparing the report;
 - 4) The name, address, and phone number of the property owner and Applicant, and to include the legal name of the Applicant. If the site is a tower and the owner is different than the applicant, provide name and address of the tower owner;
 - 5) The postal address and tax map parcel number of the property;
 - 6) The Zoning District or designation in which the property is situated;
 - 7) Size of the property stated both in square feet and lot line dimensions, and a survey showing the location of all lot lines;
 - 8) The location of nearest residential structure;
 - 9) The location, size and height of all existing and proposed structures on the property which is the subject of the Application;
 - 10) The type, locations and dimensions of all proposed and existing landscaping, and fencing;
 - 11) The azimuth, size and center-line height location of all proposed and existing antennae on the supporting structure;
 - 12) The number, type and model of the Antenna(s) proposed with a copy of the specification sheet;
 - 13) The make, model, type and manufacturer of the Tower and design plan stating the Tower's capacity to accommodate multiple users;
 - 14) A site plan describing the proposed Tower and Antenna(s) and all related fixtures, structures, appurtenances and apparatus, including height above pre-existing grade, materials, color and lighting;
 - 15) The frequency, modulation and class of service of radio or other transmitting equipment;
 - 16) The actual intended transmission power stated as the maximum effective radiated power (ERP) in watts;
 - 17) Signed documentation such as the "Checklist to Determine Whether a Facility is Categorically Excluded" to verify that the Wireless Telecommunication Facility with the proposed installation will be in full compliance with the current FCC RF Emissions guidelines (NIER). If not categorically excluded, a complete RF Emissions study is required to provide verification;
 - 18) A signed statement that the proposed installation will not cause physical or RF interference with other telecommunications devices;
 - 19) A copy of the FCC license applicable for the intended use of the Wireless Telecommunications Facilities;
 - 20) A copy of the geotechnical sub-surface soils investigation, evaluation report and foundation recommendation for a proposed or existing Tower site and if existing Tower or water tank site, a copy of the installed foundation design.
- K) The applicant will provide a written copy of an analysis, completed by a qualified individual or organization, to determine if the proposed new Tower or existing structure intended to support wireless facilities is in compliance with Federal Aviation Administration Regulation Part 77 and if it requires lighting. This requirement shall also be for any existing structure or building where the application increases the height of the structure or building. If this analysis determines that an FAA determination is required, then all filings with the FAA, all responses from the FAA, and any related correspondence shall be provided with the application.

L) Additional requirements for an Application for New Tower.

- 1) In the case of a new Tower, the Applicant shall be required to submit a written report demonstrating its meaningful efforts to secure shared use of existing Tower(s) or the use of alternative buildings or other structures within the City. Copies of written requests and responses for shared use shall be provided to the City in the Application, along with any letters of rejection stating the reason for rejection.
- 2) In order to better inform the public, in the case of a new Telecommunication Tower, the Applicant shall, prior to the public hearing on the application, hold a "balloon test". The Applicant shall arrange to fly, or raise upon a temporary mast, a minimum of a three (3) foot in diameter brightly colored balloon at the maximum height of the proposed new Tower. The dates, (including a second date, in case of poor visibility on the initial date) times and location of this balloon test shall be advertised by the Applicant seven (7) and fourteen (14) days in advance of the first test date in a newspaper with a general circulation in the City. The Applicant shall inform the City, in writing, of the dates and times of the test, at least fourteen (14) days in advance. The balloon shall be flown for at least four consecutive hours sometime between 7:00 am and 4:00 pm on the dates chosen. The primary date shall be on a weekend, but in case of poor weather on the initial date, the secondary date may be on a weekday. A report with pictures from various locations of the balloon shall be provided with the Application.
- 3) The Applicant shall examine the feasibility of designing the proposed Tower to accommodate future demand for at least four (4) additional commercial applications, for example, future co-locations. The Tower shall be structurally designed to accommodate at least four (4) additional Antenna Arrays equal to those of the Applicant, and located as close to the Applicant's Antenna as possible without causing interference. This requirement may be waived, provided that the Applicant, in writing, demonstrates that the provisions of future shared usage of the Tower is not technologically feasible, is Commercially Impracticable or creates an unnecessary and unreasonable burden, based upon:
 - a) The foreseeable number of FCC licenses available for the area;
 - b) The kind of Wireless Telecommunications Facilities site and structure proposed;
 - c) The number of existing and potential licenses without Wireless Telecommunications Facilities spaces/sites;
 - d) Available space on existing and approved Towers.
- 4) Upon completing construction and before the issuance of the Certificate of Compliance, to ensure the tower was constructed as permitted, the applicant is to provide signed documentation of the Tower condition per the requirements of ANSI/TIA/EIA-222 (adopted by reference in the building code). Annex for Tower Maintenance, Condition Assessment and Inspection Procedures. The inspection report must be performed every three (3) years for a guyed tower and five (5) years for monopoles and self-supporting towers.

- 5) The owner of a proposed new Tower, and his/her successors in interest, shall negotiate in good faith for the shared use of the proposed Tower by other Wireless service providers in the future, and shall:
 - a) Respond within 60 days to a request for information from a potential shared-use Applicant;
 - b) Negotiate in good faith concerning future requests for shared use of the new Tower by other Telecommunications providers;
 - c) Allow shared use of the new Tower if another Telecommunications provider agrees in writing to pay reasonable charges. The charges may include, but are not limited to, a pro rata share of the cost of site selection, planning, project administration, land costs, site design, construction and maintenance financing, return on equity, less depreciation, and all of the costs of adapting the Tower or equipment to accommodate a shared user without causing electromagnetic interference;
 - d) Failure to abide by the conditions outlined above may be grounds for revocation of the Special Use Permit for Wireless Telecommunications Facilities.
- M) The Applicant shall provide certification with documentation (structural analysis) including calculations that the Telecommunication Facility Tower and foundation and attachments, rooftop support structure, water tank structure, and any other supporting structure as proposed to be utilized are designed and will be constructed to meet all local, city, state and federal structural requirements for loads, including wind and ice loads.
- N) If application is for a co-location or modification on an existing Tower, the applicant is to provide signed documentation of the Tower condition per the requirements of ANSI/TIA/EIA-222 (adopted by reference in the building code). Annex for Tower Maintenance, Condition Assessment and Inspection Procedures. The inspection report must be performed every three (3) years for a guyed tower and five (5) years for monopoles and self-supporting towers.
- O) All proposed Wireless Telecommunications Facilities shall contain a demonstration that the Facility will be sited so as to minimize visual intrusion as much as possible, given the facts and circumstances involved and will thereby have the least adverse visual effect on the environment and its character and on the residences in the area of the Wireless Telecommunications Facility.
- P) If the application is for a new Tower, a new Antenna attachment to an existing structure, or modification adding to a visual impact, the Applicant shall furnish a Visual Impact Assessment, which shall include:
 - 1) If a new Tower or increasing the height of an existing structure is proposed, a computer generated "Zone of Visibility Map" at a minimum of one mile radius from the proposed structure, with and without foliage shall be provided to illustrate locations from which the proposed installation may be seen.

- 2) Pictorial representations of “before and after” (photo simulations) views from key viewpoints both inside and outside of the City as may be appropriate, including but not limited to state highways and other major roads; state and local parks; other public lands; historic districts; preserves and historic sites normally open to the public; and from any other location where the site is visible to a large number of visitors, travelers or residents. Guidance will be provided, concerning the appropriate key sites at the pre-application meeting. Provide a map showing the locations of where the pictures were taken and distance from the proposed structure.
 - 3) A written description of the visual impact of the proposed facility including; and as applicable the Tower base, guy wires, fencing and accessory buildings from abutting and adjacent properties and streets as relates to the need or appropriateness of screening.
- Q) The Applicant shall demonstrate and provide in writing and/or by drawing how it shall effectively screen from view the base and all related equipment and structures of the proposed Wireless Telecommunications Facility.
 - R) The Wireless Telecommunications Facility and any and all accessory or associated facilities shall maximize the use of building materials, colors and textures designed to blend with the structure to which it may be affixed and/or to harmonize with the natural surroundings, this shall include the utilization of stealth or concealment technology as may be required by the City.
 - S) All utilities at a Wireless Telecommunications Facilities site shall be installed underground whenever possible and in compliance with all Laws, Ordinances, rules and regulations of the City, including specifically, but not limited to, the most recently adopted versions of the National Electrical Safety Code and the National Electrical Code where appropriate.
 - T) At a Telecommunications Site, an access road, turn-around space and parking shall be provided to assure adequate emergency and service access. Maximum use of existing roads, whether public or private, shall be made to the extent practicable. Road construction shall at all times minimize ground disturbance and the cutting of vegetation. Road grades shall closely follow natural contours to assure minimal visual disturbance and reduce soil erosion.
 - U) All Wireless Telecommunications Facilities shall be constructed, operated, maintained, repaired, provided for removal of, modified or restored in strict compliance with all current applicable technical, safety and safety-related codes adopted by the City, State, or United States, including but not limited to the most recent editions of the ANSI Code, National Electrical Safety Code and the National Electrical Code, as well as accepted and responsible workmanlike industry practices and recommended practices of the National Association of Tower Erectors. The codes referred to are codes that include, but are not limited to, construction, building, electrical, fire, safety, health, and land use codes. In the event of a conflict between or among any of the preceding the more stringent shall apply.
 - V) A holder of an Eligible Facility Permit or Special Use Permit for a Wireless Telecommunications Facilities granted under Article 13, Part A, shall obtain, at its own expense, all permits and licenses required by applicable law, rule, regulation or code, and must maintain the same, in full force and effect, for as long as required by the City or other governmental entity or agency having jurisdiction over the applicant.

- W) There shall be a pre-application meeting. The purpose of the pre-application meeting will be to address issues that will help to expedite the review and permitting process. A pre-application meeting shall also include a site visit if there has not been a prior site visit for the requested site.
- X) An Applicant shall submit to the City the number of completed Applications determined to be needed.
- Y) The holder of an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities shall notify the City of any intended Modification of a Wireless Telecommunication Facility and shall apply to the City to modify, relocate or rebuild a Wireless Telecommunications Facility.

13-9 Location of Wireless Telecommunications Facilities

- A) Applicants for Wireless Telecommunications Facilities shall locate, site and erect said Wireless Telecommunications Facilities in accordance with the following priorities, one (1) being the highest priority of selection and ten (10) being the lowest priority.
 - 1) On existing Towers or other structures on city owned properties, including the right-of-way.
 - 2) On existing Towers or other structures on other property in the City.
 - 3) A new Tower on City-owned properties, including the right-of-way.
 - 4) A new Tower on property in areas zoned MH, "General Industrial District."
 - 5) A new Tower on property in areas zoned ML/C-1, "Limited Industrial District."
 - 6) A new Tower on property in areas zoned AG, "Agricultural District."
 - 7) A new Tower on property in areas zoned B-2, "General Commercial District."
 - 8) A new Tower on property in areas zoned B-1, "Central Business District."
 - 9) A new Tower on property in areas zoned "O", "Office District", LC, "Limited Commercial District", UC, "Urban Commercial District."
 - 10) A new Tower on property in areas zoned RR, "Rural Residential District", R-1, "Single-Family Residential District", R-2, "Urban-Family Residential District", R-3, "Multiple-Family Residential District", and RMH, "Mobile Home Residential District."
- B) If the proposed site is not proposed for the highest priority listed above, then a detailed explanation must be provided as to why a site of a higher priority was not selected. The person seeking such an exception must satisfactorily demonstrate the reason or reasons why such a permit should be granted for the proposed site, and the hardship that would be incurred by the Applicant if the permit were not granted for the proposed site.
- C) An Applicant may not by-pass sites of higher priority by stating the site proposed is the only site leased or selected. An Application shall address co-location as an option. If such option is not proposed, the Applicant must explain to the reasonable satisfaction of the City why co-location is commercially or otherwise Impracticable. Agreements between providers limiting or prohibiting co-location shall not be a valid basis for any claim of Commercial Impracticability or hardship.
- D) Notwithstanding the above, the City may approve any site located within an area in the above list of priorities, provided that the City finds that the proposed site is in the best

interest of the health, safety and welfare of the City and its inhabitants and will not have a deleterious effect on the nature and character of the community and neighborhood.

- E) The Applicant shall submit a written report demonstrating the Applicant's review of the above locations in order of priority, demonstrating the technological reason for the site selection. If appropriate, based on selecting a site of lower priority, a detailed written explanation as to why sites of a higher priority were not selected shall be included with the Application.
- F) Notwithstanding that a potential site may be situated in an area of highest priority or highest available priority, the City may disapprove an Application for any of the following reasons.
 - 1) Conflict with safety and safety-related codes and requirements;
 - 2) Conflict with the historic nature or character of a neighborhood or historical district;
 - 3) The use or construction of Wireless Telecommunications Facilities which is contrary to an already stated purpose of a specific zoning or land use designation;
 - 4) The placement and location of Wireless Telecommunications Facilities which would create an unacceptable risk, or the reasonable probability of such, to residents, the public, employees and agents of the City, or employees of the service provider or other service providers;
 - 5) Conflicts with the provisions of Article 13, Part A.

13-10 Shared Use of Wireless Telecommunications Facilities and Other Structures

- A) The City, as opposed to the construction of a new Tower, shall prefer locating on existing Towers or others structures without increasing the height. The Applicant shall submit a comprehensive report inventorying existing Towers and other suitable structures within two (2) miles of the location of any proposed new Tower, unless the Applicant can show that some other distance is more reasonable and demonstrate conclusively why an existing Tower or other suitable structure cannot be used.
- B) An Applicant intending to locate on an existing Tower or other suitable structure shall be required to document the intent of the existing owner to permit its use by the Applicant.
- C) Such shared use shall consist only of the minimum Antenna Array technologically required to provide service primarily and essentially within the City, to the extent practicable, unless good cause is shown.

13-11 Height of Telecommunications Towers

- A) The Applicant shall submit documentation justifying the total height of any Tower, Facility and/or Antenna requested and the basis therefore. Documentation in the form of propagation studies must include all backup data used to perform at requested height and a minimum of ten (10') feet lower height to allow verification of this height need. Such documentation will be analyzed in the context of the justification of the height needed to provide service primarily and essentially within the City, to the extent practicable, unless good cause is shown. The height limitations in this section shall supersede the height limitations set forth in Article 12.

- B) No Tower constructed after the effective date of Article 13, Part A, including allowing for all attachments, shall exceed that height which shall permit operation without required artificial lighting of any kind in accordance with city, state, and/or any federal statute, law, local law, city ordinance, code, rule or regulation.

13-12 Visibility of Wireless Telecommunications Facilities

- A) Wireless Telecommunications Facilities shall not be artificially lighted or marked, except as required by Law.
- B) Towers shall be galvanized and/or painted with a rust-preventive paint of an appropriate color to harmonize with the surroundings and shall be maintained in accordance with the requirements of Article 13.
- C) If lighting is required, Applicant shall provide a plan for sufficient lighting of as unobtrusive and inoffensive an effect as is permissible under state and federal regulations.

13-13 Security of Wireless Telecommunications Facilities

All Wireless Telecommunications Facilities and Antennas shall be located, fenced or otherwise secured in a manner that prevents unauthorized access. Specifically:

- A) All Antennas, Towers and other supporting structures, including guy anchor points and wires, shall be made inaccessible to individuals and constructed or shielded in such a manner that they cannot be climbed or collided with; and
- B) Transmitters and Telecommunications control points shall be installed in such a manner that they are readily accessible only to persons authorized to operate or service them.

13-14 Signage

Wireless Telecommunications Facilities shall contain a sign no larger than four (4) square feet in order to provide adequate notification to persons in the immediate area of the presence of RF radiation or to control exposure to RF radiation within a given area. RF radiation warning signage shall be posted on all four sides of the compound. A sign of the same size is also to be installed to contain the name(s) of the owner(s) and operator(s) of the Antenna(s) as well as emergency phone number(s). The sign shall be on the equipment shelter or cabinet and be visible from the access point of the site and must identify the equipment owner of the shelter or cabinet. On tower sites, an FCC registration sign as applicable is also to be present. The signs shall not be lighted, unless applicable law, rule or regulation requires lighting. No other signage, including advertising, shall be permitted.

13-15 Lot Size and Setbacks

All proposed Towers and any other proposed Wireless Telecommunications Facility structures shall be set back from abutting parcels, recorded rights-of-way and road and street lines by the greater of the following distances: A distance equal to the height of the proposed Tower or Wireless Telecommunications Facility structure plus ten percent (10%) of the height of the Tower or structure, or the existing setback requirement of the underlying Zoning District, whichever is

greater. Any accessory structure shall be located so as to comply with the applicable minimum setback requirements for the property on which it is situated.

13-16 Retention of Expert Assistance and Reimbursement by Applicant

- A) The City may hire any consultant and/or expert necessary to assist the City in reviewing and evaluating the Application, including the construction and modification of the site, once permitted, and any site inspections.
- B) An Applicant shall deposit with the City escrow funds sufficient to reimburse the City for all costs of the City's consultant in providing expert evaluation and consultation to any agency of the City in connection with the review of any Application, including where applicable, the lease negotiation, the pre-approval evaluation, and the construction and modification of the site, once permitted. The Initial Deposit shall be \$8,500 unless said amount has been modified by City Council Resolution. The placement of the Initial Deposit with the City shall precede the pre-application meeting. The City will maintain a separate escrow account for all such funds. The City's consultants/experts shall invoice the City for its services related to the Application. If, at any time during the process this escrow account has a balance less than 30% of the Initial Deposit, (the Minimum Escrow Account Balance), the Applicant shall immediately, upon notification by the City, replenish said escrow account so that it has a balance of at least 50% of the Initial Deposit (the Replenished Escrow Account Balance). Such additional escrow funds shall be deposited with the City before any further action or consideration is taken on the Application. The Initial Deposit, Escrow Account Balance and Replenished Escrow Balance amounts may be modified by resolution of the Columbus City Council. In the event that the amount held in escrow by the City is more than the amount of the actual invoicing at the conclusion of the project, the remaining balance shall, upon request of the Applicant, be promptly refunded to the Applicant. If notified by the City that additional escrow is required, the Applicant may request copies of Consultants' and/or experts' invoices. If the Applicant finds errors in those invoices, Applicant may ask the City to audit those specific items for reasonableness and may request relief there from if not deemed reasonable by the City.
- C) Notwithstanding the above, there shall be a cap of \$17,000 as to the total consultant fees to be charged to applicant in a case. The foregoing does not prohibit the City from imposing additional reasonable and cost based fees for costs incurred should an applicant amend or change its application and the fee cap shall not apply as to any fees which the City determines to be attributable to the dilatory or otherwise bad faith actions of Applicant in providing a complete application or in proceeding with a public hearing.
- D) The total amount of the funds needed as set forth in subsection (B) of this section may vary with the scope (lease negotiations and/or review) and complexity of the project, the completeness of the Application and other information as may be needed to complete the necessary review, analysis and inspection of any construction or modification.

13-17 Public Hearing and Notification Requirements

The procedure for obtaining a Special Use Permit for Wireless Telecommunications Facilities shall follow the procedure set forth in Article 12, Section 12-3 of the Columbus Zoning Ordinance with the exception that no public hearing or notifications are required for Eligible Facility applications.

The procedures of Article 12 are amended for purposes of Special Use Permits for Wireless Telecommunication Facilities to require written notice of such public hearing to be given to the owners of all real estate located within 500 feet instead of 300 feet of the real estate, which is the subject of the Special Use Permit for Wireless Telecommunication Facilities.

13-18 Action on an Application for a Special Use Permit for Wireless Telecommunications Facilities

- A) The City will undertake a review of an Application pursuant to the Special Use Permit procedure of Article 12-3 and shall act within a reasonable period of time given the relative complexity of the Application and the circumstances, with due regard for the public's interest and need to be involved, and the Applicant's desire for a timely resolution.
- B) Except as modified herein, the Special Use Permit Procedure of Article 12 of the Zoning Ordinance shall be followed. The decision of the City Council shall be set forth in the minutes and shall be supported by substantial evidence contained in a written record. The burden of proof for the granting of a Special Use Permit for Wireless Telecommunications Facilities shall always be upon the Applicant.
- C) If the City denies the Special Use Permit for Wireless Telecommunications Facilities or if such an ordinance fails to pass, then the Applicant shall be notified of such denial or failure to pass, in writing, within ten (10) calendar days of the City's action.

13-19 Action on an Application for a Eligible Facility Permit for Wireless Telecommunications Facilities

- A) Authorization of an Eligible Facility Permit. For any Eligible Facility Permit application, a complete application shall be approved by the Community Development Director or his or her designee only if he or she determines that such complete application is in compliance with Article 13, Part A.
- B) The burden of proof for the granting of an Eligible Facility Permit for Wireless Telecommunications Facilities shall always be upon the Applicant.
- C) If the City denies the Eligible Facility Permit for Wireless Telecommunications Facilities then the Applicant shall be notified of such denial or failure, in writing, within ten (10) calendar days of the City's action.

13-20 Extent and Parameters of Eligible Facility Permit and Special Use Permit for Wireless Telecommunications Facilities.

The extent and parameters of an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities shall be as follows:

- A) Such Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities shall not be assigned, transferred or conveyed without the express prior written notification to the City.
- B) Such Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities may, following a hearing upon due prior notice to the Applicant, be revoked,

canceled, or terminated for a violation of the conditions and provisions of the Eligible Facility or Special Use Permit, or for a material violation of Article 13, Part A, after prior written notice to the holder of the Special Use Permit.

13-21 Application Fee

At the time that a Person submits an Application for an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities for a new Tower, such Person shall pay a non-refundable application fee therefor to the City in an amount as set by resolution by the Columbus City Council. If the Application is for an Eligible Facility Permit or Special Use Permit which involves modifying or co-locating on an existing Tower or other suitable structure, where no increase in height of the Tower or structure is required, or for a temporary facility the non-refundable fee shall be in an amount as therefor set by resolution by the Columbus City Council.

13-22 Small Cell / DAS Facilities

Small Cell Facilities have the potential to require either an Eligible Facilities Permit or a Special Use Permit depending on the proposed facility. The information required for an Eligible Facility or a Special Use Permit is required as outlined in Article 13, Part A.

Batch applications can be submitted to expedite the permitting process. Applicant will be required to maintain the Minimum Escrow Account Balances. The total amount of the funds needed may vary with the scope and complexity of the project. The Cap established in Section 13-16(c) does not apply for batch applications.

13-23 Performance Security

The Applicant and the owner of record of any proposed Wireless Telecommunications Facilities property site shall, at its cost and expense, be jointly required to execute and file with the City a bond, or other form of security acceptable to the City as to type of security and the form and manner of execution, in an amount of at least \$75,000 for a Tower facility and \$25,000 for a co-location on an existing tower or other structure and with such sureties as are deemed sufficient by the City to assure the faithful performance of the terms and conditions of Article 13, Part A, and conditions of any Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities issued pursuant to Article 13, Part A. The full amount of the bond or security shall remain in full force and effect throughout the term of the Special Use Permit for Wireless Telecommunications Facilities and/or until any necessary site restoration is completed to restore the site to a condition comparable to that, which existed prior to the issuance of the original Eligible Facility Permit or Special Use Permit, for Wireless Telecommunications Facilities.

13-24 Reservation of Authority to Inspect Wireless Telecommunications Facilities

In order to verify that the holder of a Special Use Permit for Wireless Telecommunications Facilities and any and all lessees, renters, and/or licensees of Wireless Telecommunications Facilities, place and construct such facilities, including towers and antennas, in accordance with all applicable technical, safety, fire, building, and zoning codes, laws, ordinances and regulations and other applicable requirements, the City may inspect all facets of said permit holder's, renter's, lessee's or licensee's placement, construction, modification and maintenance of such facilities, including, but not limited to, towers, antennas and buildings or other structures constructed or located on the permitted site.

13-25 Liability Insurance

- A) A holder of an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities shall secure and at all times maintain public liability insurance for personal injuries, death and property damage, and umbrella insurance coverage, for the duration of the Special Use Permit for Wireless Telecommunications Facilities in amounts as set forth below:
- 1) Commercial General Liability covering personal injuries, death and property damage: \$1,000,000 per occurrence/\$2,000,000 aggregate;
 - 2) Automobile Coverage: \$1,000,000 per occurrence/ \$2,000,000 aggregate;
 - 3) Workers Compensation and Disability: Statutory amounts.
- B) For a Wireless Telecommunications Facility on City property, the Commercial General Liability insurance policy shall specifically include the City and its officers, Councils, employees, committee members, attorneys, agents and consultants as additional insureds.
- C) The insurance policies shall be issued by an agent or representative of an insurance company licensed to do business in the State and with a Best's rating of at least A.
- D) The insurance policies shall contain an endorsement obligating the insurance company to furnish the City with at least thirty (30) days prior written notice in advance of the cancellation of the insurance.
- E) Renewal or replacement policies or certificates shall be delivered to the City at least fifteen (15) days before the expiration of the insurance that such policies are to renew or replace.
- F) Before construction of a permitted Wireless Telecommunications Facilities is initiated, but in no case later than fifteen (15) days after the granting of the Special Use Permit, the holder of the Eligible Facility Permit or Special Use Permit shall deliver to the City a copy of each of the policies or certificates representing the insurance in the required amounts.

13-26 Indemnification

- A) Any application for Wireless Telecommunication Facilities that is proposed for City property, pursuant to Article 13, Part A, shall contain a provision with respect to indemnification. Such provision shall require the applicant, to the extent permitted by the Law, to at all times defend, indemnify, protect, save, hold harmless, and exempt the City, and its officers, Councils, employees, committee members, attorneys, agents, and consultants from any and all penalties, damages, costs, or charges arising out of any and all claims, suits, demands, causes of action, or award of damages, whether compensatory or punitive, or expenses arising therefrom, either at law or in equity, which might arise out of, or are caused by, the placement, construction, erection, modification, location, products performance, use, operation, maintenance, repair, installation, replacement, removal, or restoration of said Facility, excepting, however, any portion of such claims, suits, demands, causes of action or award of damages as may be attributable to the negligent or intentional acts or omissions of the City, or its servants or agents. With respect to the penalties, damages or charges referenced herein, reasonable attorneys' fees,

consultants' fees, and expert witness fees are included in those costs that are recoverable by the City.

- B) Notwithstanding the requirements noted in subsection (A) of this section, an indemnification provision will not be required in those instances where the City itself applies for and secures an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities.

13-27 Fines

- A) In the event of a violation of Article 13, Part A, or any Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities issued pursuant to Article 13, Part A, the City may impose and collect, and the holder of the Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities shall pay to the City, fines or penalties as set forth below.
- B) The holder of an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities failure to comply with provisions of Article 13, Part A, shall constitute a violation of Article 13, Part A, and shall subject the Applicant to the code enforcement provisions and procedures as provided in Article 12, Section 12-14 of the Land Development Ordinance, Zoning Article of the City of Columbus and Article 86 of Nebraska Revised Statutes.
- C) Notwithstanding anything in Article 13, Part A, the holder of the Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities may not use the payment of fines, liquidated damages or other penalties, to evade or avoid compliance with Article 13, Part A, or any section of Article 13, Part A. An attempt to do so shall subject the holder of the Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities to termination and revocation of the Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities. The City may also seek injunctive relief to prevent the continued violation of Article 13, Part A, without limiting other remedies available to the City.

13-28 Default and/or Revocation

If a Wireless Telecommunications Facility is repaired, rebuilt, placed, moved, re-located, modified or maintained in a way that is inconsistent or not in compliance with the provisions of Article 13, Part A, or of the Eligible Facility Permit or Special Use Permit for Wireless Communications Facilities, then the City shall notify the holder of the Eligible Facility Permit or Special Use Permit in writing of such violation. A Permit holder in violation may be considered in default and subject to fines as set forth in Section 13-27 and if a violation is not corrected to the satisfaction of the City in a reasonable period of time said Eligible Facility Permit or Special Use Permit is subject to revocation.

13-29 Removal of Wireless Telecommunications Facilities

- A) Under the following circumstances, the City may determine that the health, safety, and welfare interests of the City warrant and require the removal of Wireless Telecommunications Facilities.
 - 1) Wireless Telecommunications Facilities with a permit have been abandoned (i.e. not used as Wireless Telecommunications Facilities) for a period exceeding ninety

consecutive (90) days or a total of one hundred-eighty (180) days in any three hundred-sixty five (365) day period, except for periods caused by force majeure or Acts of God, in which case, repair or removal shall commence within 90 days;

- 2) Permitted Wireless Telecommunications Facilities fall into such a state of disrepair that it creates a health or safety hazard;
 - 3) Wireless Telecommunications Facilities have been located, constructed, or modified without first obtaining, or in a manner not authorized by, the required Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities, or any other necessary authorization and the Eligible Facility or Special Permit for Wireless Telecommunications Facilities may be revoked.
- B) If the City makes such a determination as noted in subsection (A) of this section, then the City shall notify the holder of the Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities within forty-eight (48) hours that said Wireless Telecommunications Facilities are to be removed, the City may approve an interim temporary use agreement/permit, such as to enable the sale of the Wireless Telecommunications Facilities.
- C) The holder of the Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities, or its successors or assigns, shall dismantle and remove such Wireless Telecommunications Facilities, and all associated structures and facilities, from the site and restore the site to as close to its original condition as is possible, such restoration being limited only by physical or Commercial Impracticability, within ninety (90) days of receipt of written notice from the City. However, if the owner of the property upon which the Wireless Telecommunications Facilities are located wishes to retain any access roadway to the Wireless Telecommunications Facilities, the owner may do so with the approval of the City.
- D) If Wireless Telecommunications Facilities are not removed or substantial progress has not been made to remove the Wireless Telecommunications Facilities within ninety (90) days after the Permit for Wireless Communications Facilities holder has received notice, then the City may order officials or representatives of the City to remove the Wireless Telecommunications Facilities at the sole expense of the owner or Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities holder.
- E) If the City removes, or causes to be removed, Wireless Telecommunications Facilities, and the owner of the Wireless Telecommunications Facilities does not claim and remove it from the site to a lawful location within ten (10) days, then the City may take steps to declare the Wireless Telecommunications Facilities abandoned and sell them and their components.
- F) Notwithstanding anything in this Section to the contrary, the City may approve a temporary use permit/agreement for the Wireless Telecommunications Facilities, for no more than ninety (90) days, during which time a suitable plan for removal, conversion, or re-location of the affected Wireless Telecommunications Facilities shall be developed by the holder of the Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities, subject to approval of the City, and an agreement to such plan shall be executed by the

holder of the Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities and the City. If such a plan is not developed, approved and executed within the ninety (90) day time period, then the City may take possession of and dispose of the affected Wireless Telecommunications Facilities in the manner provided in this Section.

13-30 Relief

Any Applicant desiring relief, waiver or exemption from any aspect or requirement of Article 13, Part A, may request such, provided that the relief or exemption is contained in the submitted Application for either a Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities, or in the case of an existing or previously granted Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities a request for modification of its Tower and/or facilities. Such relief may be temporary or permanent, partial or complete. However, the burden of proving the need for the requested relief, waiver or exemption is solely on the Applicant to prove. The Applicant shall bear all costs of the City in considering the request and the relief, waiver or exemption. No such relief or exemption shall be approved unless the Applicant demonstrates by clear and convincing evidence that, if granted the relief, waiver or exemption, it will have no significant effect on the health, safety and welfare of the City, its residents and other service providers.

13-31 Periodic Regulatory Review by the City

- A) The City may at any time conduct a review and examination of Article 13, Part A.
- B) If after such a periodic review and examination of this Ordinance, the City determines that one or more provisions of Article 13, Part A, should be amended, repealed, revised, clarified, or deleted, then the City may take whatever measures are necessary in accordance with applicable Law in order to accomplish the same. It is noted that where warranted, and in the best interests of the City, the City may repeal Article 13, Part A, at any time.
- C) Notwithstanding the provisions of subsections (A) and (B) of this Section, the City may at any time and in any manner (to the extent permitted by Federal, State, or local law), amend, add, repeal, and/or delete one or more provisions of this Article 13, Part A.

13-32 Adherence to State and/or Federal Rules and Regulations

- A) To the extent that the holder of a Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities has not received relief, or is otherwise exempt, from appropriate State and/or Federal agency rules or regulations, then the holder of such a Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities shall adhere to, and comply with, all applicable rules, regulations, standards, and provisions of any State or Federal agency, including, but not limited to, the FAA and the FCC. Specifically included in this requirement are any rules and regulations regarding height, lighting, security, electrical and RF emission standards.
- B) To the extent that applicable rules, regulations, standards, and provisions of any state or federal agency, including but not limited to, the FAA and the FCC, and specifically including any rules and regulations regarding height, lighting, and security are changed and/or are modified during the duration of an Eligible Facility or Special Use Permit for

Wireless Telecommunications Facilities, then the holder of such an Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities shall conform the permitted Wireless Telecommunications Facilities to the applicable changed and/or modified rule, regulation, standard, or provision within a maximum of twenty-four (24) months of the effective date of the applicable changed and/or modified rule, regulation, standard, or provision, or sooner as may be required by the issuing entity.

13-33 Adherence to International Building Code

To the extent applicable, the holder of an Eligible Facility Permit or a Special Use Permit for Wireless Communication Facilities shall adhere to the latest version of the International Building Code adopted by the City of Columbus and towers shall be reviewed under the Structure Class III Standards as currently defined in TIA/EIA-222-G.

13-34 Conflict with Other Laws

Where Article 13, Part A, differs or conflicts with other laws, rules and regulations, unless the right to do so is preempted or prohibited by the city, state or federal government, Article 13, Part A, shall apply.

13-35 Effective Date

Article 13, Part A, shall be effective immediately upon passage and publication, pursuant to applicable legal and procedural requirements.

13-36 Authority

Article 13, Part A, is enacted pursuant to applicable authority granted by the state and federal government.

13-37 to 13-39 Reserved for Future Use.

Section 6. That the City of Columbus hereby amends the City of Columbus Land Development Ordinance of 1996, Zoning Chapter, Under Ordinance No. 96-08, as amended, dated March 18, 1996, and adopted August 4, 1997 as the official Zoning Code of the City of Columbus by Ordinance No. 97-17 by enacting a new Article 13, Part B, Sections 13-40 to 13-48 entitled "Small Wireless Facilities in the Right-of-Way".

Section 7. Article 13, Part B, Sections 13-40 through 13-48 are hereby enacted as follows:

ARTICLE 13, PART B, SMALL WIRELESS FACILITIES IN THE RIGHT-OF-WAY

13-40 TITLE

13-41 SEVERABILITY

13-42 DEFINITIONS

13-43 PURPOSE AND SCOPE

13-44 PERMITS TO OCCUPY THE RIGHT-OF-WAY

13-45 FEES AND TAXES

13-46 AESTHETIC AND DESIGN STANDARDS

13-47 INDEPENDENT TECHNICAL AND LEGAL REVIEW

13-48 RELIEF

13-40 TITLE

Article 13, Part B, shall be known and cited as “Small Wireless Facilities in the Right-of-Way” for the City of Columbus, Nebraska, and herein referred to as Article 13, Part B.

13-41 Severability

If any word, phrase, sentence, part, section, subsection, or other portion of this Article 13, Part B, or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, or other portion, or the proscribed Application thereof, shall be severable, and the remaining provisions of Article 13, Part B, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force and effect.

13-42 DEFINITIONS

For purposes of Part B of this Article, the definitions of this Section shall apply.

- A) “**Antenna**” means communications equipment that transmits or receives electromagnetic radio frequency signals used in providing wireless services.
- B) “**Applicant**” means any person who submits an application and is a wireless provider.
- C) “**Application**” means a written request submitted by an applicant to the City for (1) a permit to collocate small wireless facilities on an existing utility pole or wireless support structure or (2) a permit for the installation, modification, or replacement of a utility pole to support the installation of a small wireless facility.
- D) “**City pole**” means a utility pole owned, managed, or operated by or on behalf of the City.
- E) “**Collocate**” or “**collocation**” means to install, mount, maintain, modify, operate, or replace small wireless facilities on or adjacent to a wireless support structure or utility pole. Neither “collocate” nor “collocation” includes the installation of a new utility pole or new wireless support structure in the right-of-way.
- F) “**Communications facility**” means the set of equipment and network components including wires, cables, and associated facilities used by a cable operator as defined in 47 U.S.C. 522(5), as such section existed on January 1, 2019, a telecommunications carrier as defined in 47 U.S.C. 153(51), as such section existed on January 1, 2019, a provider of information service as defined in 47 U.S.C. 153(24), as such section existed on January 1, 2019, or a wireless services provider, to provide communications services, including cable service as defined in 47 U.S.C. 153(8), as such section existed on January 1, 2019, an information service as defined in 47 U.S.C. 153(24), as such section existed on January 1, 2019, wireless services, or other one-way or two-way communications service.
- G) “**Communications network**” means a network used to provide communications service.

- H) “**Communications service**” means a cable service as defined in 47 U.S.C. 522, as such section existed on January 1, 2019, an information service as defined in 47 U.S.C. 153, as such section existed on January 1, 2019, a telecommunications service as defined in 47 U.S.C. 153, as such section existed on January 1, 2019, or a wireless service.
- I) “**Communications service provider**” means a cable operator as defined in 47 U.S.C. 522, a provider of information service as defined in 47 U.S.C. 153, or a telecommunications carrier as defined in 47 U.S.C. 153, as such sections existed on January 1, 2019. Communications service provider includes a wireless provider.
- J) “**Decorative pole**” means a City pole that is specially designed and placed for aesthetic purposes.
- K) “**FCC**” means the Federal Communications Commission.
- L) “**Historic District**” means any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places, in accordance with Stipulation VI.D.1.a (i)-(v) of the Nationwide Programmatic Agreement for Review of Effects on Historic Properties for Certain Undertakings Approved by the FCC codified at 47 C.F.R. part 1, Appendix C, as such regulation existed on January 1, 2019, or designated pursuant to state historic preservation law if such designation exists at the time of application.
- M) “**Make-ready work**” means the modification or replacement of a City pole or associated lines, including the installation of guys and anchors on the same, required to accommodate a small wireless facility.
- N) “**Microwireless facility**” means a small wireless facility that is not larger in dimension than twenty-four inches in length, fifteen inches in width, and twelve inches in height and with any exterior antenna no longer than eleven inches.
- O) “**Permit to occupy the right of way**” means a written authorization from the City issued pursuant to this Article which allows an applicant to site, place, construct, operate, maintain, repair, remove, modify, or prepare one or more small wireless facilities in the City’s rights-of-way.
- P) “**Pole**” means as a utility, lighting, or similar pole made of wood, concrete, metal, or other material, located or to be located within the right-of-way.
- Q) “**Public power supplier**” means a public power district or any other governmental entity providing electric service. Public power supplier includes a municipal electric supplier.
- R) “**Right-of-way**” means the area on, below, or above a public roadway, highway, street, sidewalk, alley, dedicated utility easement, or similar property, but not including a freeway as defined in section 39-1302, the National System of Interstate and Defense Highways, or a private easement.
- S) “**Routine maintenance**” means any inspections, tests, or repairs that (1) maintain a functional capacity, aesthetic standards, or structural integrity of a small wireless facility and the associated utility pole or wireless support structure and (2) do not impede, damage, or disturb any portion of the right-of-way.

- T) **“Small wireless facility”** means a wireless facility that meets each of the following conditions: (1) the facilities (a) are mounted on structures 50 feet or less in height including the antennas or (b) are mounted on structures no more than 10 percent taller than other adjacent structures; (2) each antenna associated with the deployment is no more than three cubic feet in volume; (3) all other equipment associated with the structure, whether ground-mounted or pole-mounted, is no more than 28 cubic feet in volume; (4) the facilities do not require antenna structure registration under 47 C.F.R. part 17, as such regulation existed on January 1, 2019; (5) the facilities are not located on tribal lands, as defined in 36 C.F.R. 800.16(x), as such regulation existed on January 1, 2019; and (6) the facilities do not result in human exposure to radio frequency radiation in excess of the applicable safety standards specified in 47 C.F.R. 1.1307(b), as such regulation existed on January 1, 2019.
- U) **“Technically feasible”** means that by virtue of engineering or spectrum usage, the proposed placement for a small wireless facility, or its design or site location, can be implemented without a reduction in the functionality of the small wireless facility.
- V) **“Utility pole”** means a pole located in the right-of-way that is used for wireline communications, lighting, the vertical portion of support structures for traffic control signals or devices or a similar function, or for the collocation of small wireless facilities and located in the right-of-way. “Utility Pole” does not include (1) wireless support structures or (2) any transmission infrastructure owned or operated by a public power supplier.
- W) **“Wireless facility”** means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including (1) equipment associated with wireless communications and (2) radio transceivers, antennas, coaxial or fiber-optic cable, regular power supply, and small back-up battery, regardless of technological configuration. Wireless facility includes small wireless facilities. “Wireless facility” does not include the structure or improvements on, under, or within the equipment, which is collocated; coaxial or fiber optic cable that is between wireless structures or utility poles or that is otherwise not immediately adjacent to, or directly associated with, a particular antenna; or a wireline backhaul facility.
- X) **“Wireless infrastructure provider”** means any person, including a person authorized to provide telecommunications service in the State of Nebraska, when acting to build or install wireless communication transmission equipment, wireless facilities, or wireless support structures, but that is not a wireless services provider.
- Y) **“Wireless provider”** means a wireless services provider or a wireless infrastructure provider when acting as a co-applicant for a wireless services provider.
- Z) **“Wireless services”** means any services using licensed or unlicensed spectrum, including the use of Wi-Fi, whether mobile or at a fixed location, provided to the public using wireless facilities.
- AA) **“Wireless services provider”** means a person who provides wireless services.
- BB) **“Wireless support structure”** means a structure such as a guyed or self-supporting tower, billboard, building, or other existing or proposed structure designed to support or capable of supporting wireless facilities other than a structure designed solely for the

collocation of small wireless facilities. Wireless support structure does not include a utility pole.

CC) “**Wireline backhaul facility**” means an above-ground or underground facility used to transport communications services from a wireless facility to a communications network.

13-43 PURPOSE AND SCOPE

This Article supplements the generally applicable right-of-way permitting provisions in Article 15 with specific provisions for the placement, permitting, and use of small wireless facilities in the City’s right-of-way. In the event of a conflict between Article 15 and this Article, this Article shall control. This Article is intended to comply with the Small Wireless Facilities Deployment Act as adopted by the 106th Nebraska Legislature First Session, referred to in this Article as the “Act”. Nothing in this Chapter shall restrict any authority of the City as provided in the Act.

A. *Applicability of this Article.* No person shall site, place, construct, operate, maintain, repair, remove, modify, or prepare any small wireless facility, any wireless support structure, any utility pole built or modified solely to accommodate a small wireless facility, or any other structure built solely to support a wireless facility, in the City’s right-of-way, without first having received a permit from the City to occupy right-of-way pursuant to Article 15. Any small wireless facility, wireless support structure, or any utility pole or other structure built or modified solely to support a wireless facility, which is located outside the City’s right-of-way, is not subject to this Article; however, such facilities and structures are subject to the City’s Zoning Ordinance.

B. *Exceptions and Limitations.*

1. Notwithstanding subsection (A) above, the City shall not require an application, permit, or other approval or charge fees or rates for (a) routine maintenance of small wireless facilities; (b) replacement of small wireless facilities with small wireless facilities that are substantially similar in weight or windage or the same size or smaller; or (c) the installation, placement, maintenance, operation, or replacement of microwireless facilities that are strung on cables between existing utility poles in compliance with the National Electrical Safety Code; provided, in all such cases, the City may require a permit to occupy the right-of-way for work that exceeds the original weight or windage or that requires excavation or closing of sidewalks or vehicular lanes within the right-of-way for such activities.

2. Nothing in this Article shall be construed (a) to allow any entity to provide communications services without complying with all laws applicable to such providers or (b) to authorize collocation, installation, placement, maintenance, or operation of any communications facility, including a wireline backhaul facility, other than a small wireless facility or a utility pole, in a right-of-way.

3. To the extent the Act precludes municipalities from exercising zoning authority over small wireless facilities located in the right-of-way, the City’s Zoning Ordinance shall not apply to small wireless facilities located with its right-of-way.

13-44 PERMITS TO OCCUPY THE RIGHT-OF-WAY

A. *Application for Permits.*

1. Applications for permits to occupy the right-of-way are available from the Community Development Director. Completed applications shall be submitted to the City's Community Development Department. In addition to the information required by Article 15, Section 15-3, applicants shall submit the following information with each completed application:

(a) an attestation that the small wireless facilities covered by the application will be operational for use by a wireless services provider within nine months after the later of the completion of all make-ready work or the permit issuance date unless a delay is caused by lack of commercial power or communications transport facilities to the site; and

(b) an attestation that each proposed small wireless facility satisfies each of the aesthetic and design standards set forth in Article 15, Section 15-5, except for such standards, if any, for which applicant is concurrently submitting a request for relief under Article 15, Section 15-7; and

(c) for any small wireless facility located on (i) utility poles owned, operated, or managed by a public power supplier, a copy of the negotiated pole attachment agreement between the applicant and such public power supplier or (ii) utility poles or wireless support structures owned, operated, or managed by a person other than the City or a public power supplier, a copy of the authorization of such person consenting the application; and

(d) all permit fees required under Article 15, Section 15-4.

2. An applicant may file a consolidated application for up to five individual small wireless facilities instead of filing a separate application for each such facility. An applicant shall submit the information required under Article 15, Section 15-3 (B)(1) for each small wireless facility covered by a consolidated application; otherwise, the applicant may submit a single set of documents that apply to all of the small wireless facilities covered by such a consolidated application. Each small wireless facility within a consolidated application shall be subject to individual review; provided, that a decision regarding all small wireless facilities shall be rendered in a single determination by the Community Development Director, or his designee and provided further that the denial of one or more small wireless facilities in a consolidated application shall not delay processing of any other small wireless facilities in the same application or be a basis upon which to deny the consolidated application as a whole.

B. *Review of Permits.*

1. Within 20 days after receiving an application, the Community Development Director shall determine and notify the applicant in writing whether the application is complete. If an application is incomplete, the City will specifically identify the missing information in writing. The 90-day processing deadline set forth in subsection (B)(2) below shall restart upon the first finding of incompleteness. The applicant may resubmit the completed application within 30 days without additional charge. Subsequent findings of incompleteness shall toll the 90-day processing deadline, and any subsequent review shall be limited to the specifically identified information subsequently completed. If the applicant makes any material changes in a resubmission, other than the material changes required by the City, the applicant shall be required to make a new application and submit a new application fee. Subsequent findings of incompleteness will toll the deadline from the time the City sends notice of the incompleteness to the time the applicant provides the missing information. The application processing deadline also may be tolled as

needed to accommodate processing and review of any request for relief submitted by applicant pursuant to Section 13-48 or otherwise by agreement between the City and the applicant.

2. The City will process an application no later than 90 days after receiving it. Subject to the tolling under subsection (B)(1) above, the application shall be deemed approved if the City fails to approve or deny the application within 90 days after receipt of the same. The City may extend the 90-day application processing deadline for a period of 10 business days if the City notifies the applicant in advance before the day on which approval or denial is originally due.

3. The City may propose technically feasible alternative utility pole locations; provided, the City shall not require the placement of small wireless facilities on any specific utility pole or category of poles or require multiple antenna systems on a single utility pole. The wireless provider shall cooperate with the City to address the City's reasonable proposal.

4. The term of each permit to occupy the right-of-way issued under this Article shall be set forth in the permit and shall be for a period not less than five years.

C. *Denial of Permit Applications.*

1. The City may deny an application for a proposed wireless facility if the proposed facility: (a) materially and demonstrably interferes with the safe operation of traffic control equipment or the right-of-way; (b) materially interferes with sight lines or clear zones for air or land transportation or pedestrians; (c) materially interferes with compliance with the federal Americans with Disabilities Act of 1990 or similar federal or state standards regarding pedestrian access or movement; (d) fails to comply with the spacing requirements set forth in this Article; (e) fails to comply with applicable codes of general applicability which do not apply exclusively to wireless facilities; (f) fails to comply with the aesthetic and other design requirements set forth in Article 15, Section 13-46 and Section 15-5; or (g) designates the location of a new utility pole within seven feet in any direction of an electrical conductor unless the wireless provider obtains the written consent of the public power supplier that owns or manages the electrical conductor.

2. The City shall document the basis for denial, including any specific provisions of this Article or other applicable law on which the denial was based, and send such documentation to the applicant on or before the date the City denies the application. The applicant may cure the deficiencies identified by the City and resubmit the application within 30 days without paying an additional application fee, and the City shall have 30 days after receiving such resubmitted application to approve or deny the same; provided, such review shall be limited to deficiencies cited in the City's denial.

D. *Issuance of Permits.* All permits to occupy the right-of-way issued under this Article are issued subject to the conditions set forth in Article 15, Section 15-3 and, in addition thereto, the following conditions:

1. The small wireless facilities covered by the application shall be operational for use by a wireless services provider no later than one year after the later of the completion of all make-ready work or the permit issuance date; provided, upon applicant's request, the City (a) shall grant a one-time extension for up to nine months if the applicant demonstrates that the delay is caused by the lack of commercial power to communications transport facilities to the site and (b) may grant one or more additional extensions on such terms as mutually agreed upon by the City and applicant.

2. The City may reserve space on the City's poles and the applicant shall cooperate with the City in any such reservation, except that the City shall first notify the applicant in writing that it is interested in reserving such pole space or sharing the trenches or bores in the area where the collocation is to occur. The applicant shall allow the City to place its infrastructure in the applicant's trenches or bores or on the utility pole as requested by the City, except that the City shall incur the incremental costs of placing the conduit or infrastructure as requested. The City shall be responsible for maintaining its facilities in the trenches and bores and on the City's pole.

E. *Renewal of Permits.* The City shall renew a permit issued hereunder for an equivalent duration as long as the applicant is in compliance with Article 15 of the Land Development Ordinance and Article 13, Part B.

13-45 FEES AND TAXES

A. *Applicability of Section.* The fees and taxes set forth in this Section shall apply to permits issued hereunder in lieu of the fees and taxes set forth in Article 15, Section 15-4.

B. *Application Fees.* For each collocation of a small wireless facility on an existing or replacement City pole, the applicant shall pay the City the small wireless facility collocation application fee in the amount set forth in the Schedule of Fees. For each installation, modification, or replacement of a utility pole and the collocation of an associate small wireless facility on such pole, the applicant shall pay the City the small wireless facility site application fee in the amount set forth in the Schedule of Fees.

C. *Occupation Tax.* If applicable to applicant, the applicant shall pay the City an annual occupation tax for use of the right-of-way in the amount and manner provided in Chapter 111 of the Columbus City Code. If applicant is not required to pay an occupation tax under said Chapter, applicant shall pay the City \$250 per small wireless facility per year.

D. *City Pole Fee.* For each City pole on which the applicant collocates a small wireless facility, the applicant shall pay annually the City pole fee in the amount set forth in the City's Schedule of Fees.

13-46 AESTHETIC AND DESIGN STANDARDS

The purpose of the standards set forth in this Section is to supplement the aesthetic and design standards set forth in Section 15-5 of Article 15. All small wireless facilities in the right-of-way shall comply with each standard set forth in Section 15-5 and those set forth in this Section 13-46.

A. *Spacing of New Facilities.* All proposed new freestanding small wireless facilities shall be located with a recommended separation of a minimum of 250 feet from any other small wireless facility to the extent allowed by applicable law.

B. *Additional Design Rules for Pole-Mounted Facilities.* All small wireless facilities proposed to be mounted on utility poles shall conform to the following guidelines:

1. To the maximum extent technically feasible, all antennae and all of each antenna's exposed elements and shroud transitions shall be mounted at the top of the proposed pole and shall be enclosed within a single cylindrical antenna shroud which (a) color-matches the pole; (b)

has a diameter no greater than 14 inches; (c) has a uniform diameter once transitioned from the pole shaft; (d) includes only visually concealed cables, wires, and other components; and (e) is no greater than 5 feet in height;

2. All components of the facility, other than those described in subsection (B)(1) above, shall be placed below grade to the maximum extent technically feasible and, when undergrounding is not technically feasible, shall be fully enclosed with a base shroud that: (a) is structurally sound to fully support the pole while maximizing equipment volume; (b) is cylindrical and is as small as technically feasible with a maximum consistent diameter of 30 inches; (c) does not exceed a height of six feet from mounting surface; (d) reasonably matches pole color and finish; and (e) is as solid as feasible to visually conceal and lock all contents and wiring; and

3. Subject to the placement and other requirements in subsections (B)(1) and (B)(2) above, any components of a freestanding facility that are attached to support poles must be mounted so that all parts are at least seven feet or higher above adjacent surface grade and the least visually intrusive as technically feasible.

C. *Height Restrictions.*

1. Any new or modified utility pole installed in a right-of-way shall not exceed the greater of (a) 5 feet in height above the tallest existing utility pole located within 500 feet of the new utility pole in the same right-of-way or (b) 50 feet above ground level.

2. New small wireless facilities in a right-of-way shall not extend more than the greater of (a) 50 feet in height, including antennae, or (b) more than 5 feet above an existing utility pole in place as of the Act and located within 500 feet in the same right-of-way.

3. The City shall have the right, at its sole discretion, to consider and approve an application to install a utility pole or wireless support structure that exceeds the height limits in this subsection (C); provided, any facility which exceeds the height restrictions set forth in the definition of "small wireless facility" provided in Section 13-42 shall also be subject to the City's Zoning Ordinance.

D. *Streetlights.* If decorative poles serving as streetlights have been installed in a neighborhood, small wireless facilities shall be collocated on such poles at intersections as combination poles with streetlights, so that removal of decorative streetlights mid-block is minimized and preservation of the intended decorative aesthetics is maximized. The City may, in its discretion authorize the replacement of a decorative pole but any replacement pole shall strictly conform to the design aesthetics of the decorative pole being replaced.

13-47 INDEPENDENT TECHNICAL AND LEGAL REVIEW

The City may request a deposit from applicant to offset its costs for the independent technical and legal review of the application. Such deposit, if required, shall be collected, applied, and otherwise subject to the terms of Section 15-6 of Article 15.

13-48 RELIEF

Any applicant desiring to appeal from any aspect or requirement of this Article, may file an appeal with the Board of Adjustment pursuant to Section 12-8 of Article 12 of the Land Development Ordinance. Section 12-8 to 12-11 shall govern such appeals.

Section 8. All ordinances passed and approved prior to the passage, approval, and publication or posting of this ordinance which are in conflict are repealed.

Section 9. This ordinance shall become effective immediately upon and be in full force and effect after its passage, adoption and publication as provided by law. Publication shall be in pamphlet form as authorized by Section 16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the City Offices.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO AMEND THE LAND DEVELOPMENT ORDINANCE, ZONING CHAPTER, ADOPTED BY ORDINANCE NO. 96-08, ON MARCH 18, 1996, AND ADOPTED AUGUST 4, 1997 AS THE OFFICIAL ZONING CODE OF COLUMBUS BY ORDINANCE NO. 97-17, BY ENACTING ARTICLE 15, SECTIONS 15-1 TO 15-7 ENTITLED "PERMITS TO OCCUPY THE RIGHT-OF-WAY", TO PROVIDE DEFINITIONS, TO PROVIDE THE PURPOSE, SCOPE AND EXCEPTIONS OF SAID ARTICLE, TO PROVIDE FOR PERMITS TO OCCUPY THE CITY'S RIGHT-OF-WAY, FEES, TAXES, AESTHETIC AND DESIGN STANDARDS, INDEPENDENT TECHNICAL AND LEGAL REVIEWS AND RELIEF PROVISIONS; TO REPEAL ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR AN EFFECTIVE DATE; AND TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM AS AUTHORIZED BY SECTION 16-405 OF NEBRASKA REVISED STATUTES.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA:

Section 1. That the City of Columbus, Nebraska, hereby amends the City of Columbus Land Development Ordinance of 1996, Zoning Chapter, adopted by Ordinance No. 96-08, on March 18, 1996, and adopted August 4, 1997, as the official Zoning Code of Columbus by Ordinance No. 97-17 by enacting a new Article 15, Sections 15-1 to 15-7 entitled "Permits to Occupy the Right-of-Way".

Section 2. Article 15, Sections 15-1 to 15-7 are hereby enacted as follows:

ARTICLE 15 - PERMITS TO OCCUPY THE RIGHT- OF- WAY

- 15-1 DEFINITIONS**
- 15-2 PURPOSE; SCOPE; EXCEPTIONS**
- 15-3 PERMITS**
- 15-4 FEES AND TAXES**
- 15-5 AESTHETIC AND DESIGN STANDARDS**
- 15-6 INDEPENDENT TECHNICAL AND LEGAL REVIEWS**
- 15-7 RELIEF**

- 15-1 DEFINITIONS**

For purposes of this Article, the definitions of this Section shall apply.

A. **“Applicant”** means any person submitting an application for a permit under this Article.

B. **“Facilities”** means pipes, conduits, wires, cables, towers, switches, amplifiers, transformers, fiber optic lines, antennae, poles, ducts, conductors, lines, mains, vaults, appliances, attachments, equipment, structures, manholes, fixtures, appurtenances, and such other objects, devices, or components.

C. **“Franchise agreement”** means a franchise agreement, consent agreement, or similar agreement pursuant to which the City has granted a person the right to place facilities in its right-of-way.

D. **“Right-of-way (ROW)”** means the area on, below, or above a public roadway, highway, street, sidewalk, alley, dedicated utility, or similar property, but not including a freeway as defined in Neb. Rev. Stat. Section 39-1302, the National System of Interstate and Defense Highways, or a private easement.

E. **“Technically feasible”** means that by virtue of engineering or, if applicable, spectrum usage, the proposed placement, design, or site location of a facility can be implemented without a reduction in functionality.

15-2 PURPOSE; SCOPE; EXCEPTIONS

A. *Purpose.* This Article provides principles and procedures for the placement, construction, operation, maintenance, modification, repair, and removal of facilities in the rights-of-way. These principles and procedures are intended to protect the integrity of the City’s rights-of-way and infrastructure and to promote the safe and orderly use of the rights-of-way among all right-of-way users. To achieve these purposes, it is necessary to require permits for all right-of-way uses, except as prohibited by law, and to establish uniform and nondiscriminatory rules which govern such permits.

B. *Scope.* This Article shall apply to all facilities located in the City’s rights-of-way, subject to the limitations in this subsection (B), the exceptions provided in subsection (C) below, and preemption by applicable state or federal law. Any person in good-standing under a current, unexpired franchise agreement may continue to use the City’s rights-of-way pursuant to the terms of such franchise agreement, unless otherwise prohibited by law, until the franchise agreement expires or is terminated. This Article shall not apply to the following right-of-way uses which are governed elsewhere as noted:

1. Use of a right-of-way by an adjoining property owner as provided for under the Land Development Ordinance or the Columbus City Code.

2. Use of public right-of-way by an adjacent business in the downtown area as approved by Resolution of the City Council or conducting other outdoor activities allowed by the Columbus City Code and approved by the City Administrator.

3. Closure and use of a right-of-way for an event, provided such closure and use shall have been approved according to City of Columbus procedures.

C. *Exceptions.* The City shall not require an application, permit, or other approval or charge fees or rates under this Article for (1) routine maintenance of facilities where such maintenance is conducted by or on behalf of an applicant issued a permit for such facilities hereunder or (2) replacement of facilities with substantially similar facilities where such replacement is conducted by or on behalf of an applicant issued a permit for such facilities hereunder.

15-3 PERMITS

A. *Permit Required.* Unless otherwise specifically provided by law, it shall be unlawful for any person to lay, construct, operate, maintain, offer for lease, or make available for any use whatsoever, any facilities across, along, over, above, or under any public right-of-way for any private or commercial purpose unless such person has been issued a permit to occupy such right-of-way under this Article.

B. *Permit Applications.* Applications for permits under this Article shall be made to the City of Columbus Engineering Department. Each such application shall include the following:

1. A set of completed construction plans for all facilities to be located in the right-of-way under the permit, bundled into a single file, formatted to 11" x 17", which includes:

- (a) the name, location, address (if available), and GPS coordinates for the facilities;
- (b) labeled and dimensioned site plan and elevation plans of the facilities with, as applicable, key symbols, ROW lines, property lines, street information, topographical information, existing and proposed utilities, adjacent property uses, and easements;
- (c) structural plans of the facilities signed and stamped by a professional engineer licensed in Nebraska;
- (d) dimensions of the facilities, and a description of type, color, and finish of all visible construction materials;
- (e) accurate visual depictions or representations of all above-ground components of the facilities;
- (f) additional detail requested by the City to clarify the proposed work required for the facilities;
- (g) anticipated duration of project in calendar days; and

(h) a copy of the current Franchise Agreement which allows said applicant to occupy the right-of-way.

2. An attestation that the proposed facilities satisfy each of the aesthetic and design standards set forth in this Article, except for such standards, if any, for which applicant is concurrently submitting a request for relief under Section 15-7.

3. Evidence that, prior to commencement of any work in the right-of-way, pursuant to the application, the applicant will have the performance or construction bond required under this Article in place.

4. Evidence of the applicant's insurance required under this Article.

5. All applicable building and permit fees.

6. The deposit, if any, requested by the City pursuant to Section 15-6 for independent technical and legal review.

7. Such other submission requirements set forth in the City's published application form.

8. A statement disclosing any prior permit violations.

C. *Initial Review of Application; Completeness.* The City Engineer shall review the application and, within 20 days after receipt, shall notify the applicant in writing whether the application is complete. If an application is incomplete, the City will specifically identify the missing information in writing and the applicant may resubmit the completed application within 30 days without additional charge. If the applicant makes any material changes in a re-submission, other than the material changes required by the City, the applicant shall be required to make a new application and submit a new application fee.

D. *Final Review; Issuance; Denial.* The City will review and process the application no later than 90 days after receiving it. The City may extend the 90-day application processing deadline for a period of 10 business days if the City notifies the applicant in advance before the day on which approval or denial is originally due. The City will notify the applicant in writing whether its application has been approved or denied. If the application is denied, the City shall document the basis for denial, including any specific provisions of this Article or other applicable law on which the denial was based. The applicant may cure the deficiencies identified by the City and resubmit the application within 30 days without paying an additional application fee.

E. *Term and Renewal.* The term of each permit to occupy the right-of-way issued under this Article shall be set forth in the permit. The applicant may apply to renew a permit issued hereunder for an equivalent duration and the City shall renew the permit for

such period provided the applicant demonstrates compliance with the criteria set forth in this Section. Applications for permit renewal may be submitted no earlier than 180 days prior to the expiration of the then current permit and no later than 90 days prior to the expiration of the then current permit.

F. *Permit Conditions.* All permits to occupy the right-of-way issued under this Article are issued subject to the following conditions, and each applicant agrees, by accepting such permit, to be bound by the same:

1. All facilities shall be constructed, operated, maintained, repaired, removed, modified, and restored in strict compliance with all current applicable technical, safety, and safety-related codes adopted by the City, the State of Nebraska, or the federal government. The applicant shall, at its sole cost and expense, inspect, keep, and maintain its facilities in the right-of-way in safe condition, in good order and repair, and as otherwise according to best industry practices.

2. The applicant shall, at its sole cost and expense, promptly restore the right-of-way to its original condition after it completes work related to the facilities. The City may require an applicant to repair all damage to a right-of-way directly caused by the activities of the applicant in the right-of-way and return the right-of-way to equal or better condition to that before the damage occurred. If the applicant fails to make the repairs that are reasonably required by the City within 14 days after written notice, the City may undertake such repairs and charge the applicant the cost of such repairs. The City shall grant an extension of up to 10 days to complete such repairs if the applicant requests such extension within the original 14-day period. In the event of immediate threat to life or safety or to prevent serious injury, the City may immediately undertake to restore the site and then notify of and charge the applicant for all restoration costs.

3. The applicant assumes the risk of any loss, damage to, or loss of use of any facilities which are damaged, destroyed, or taken out of service due to applicant's use or presence in or on the right-of-way.

4. The applicant shall undertake only the activities enumerated in its permit to occupy the right-of-way and such permit shall not create a property right or grant authority to the applicant to infringe upon the rights of others who may own or have other interests in a right-of-way, utility easement, or other privately owned property. Except as otherwise provided in this Code or applicable state or federal law, any additions or changes to the facilities or activities enumerated in applicant's existing permit shall require a new permit.

5. Neither the applicant nor its facilities shall interfere with any traffic-control devices and other public works equipment; water, wastewater, stormwater, gas, electrical, or other public utility infrastructure; or the facilities of any other occupant of the right-of-way permitted hereunder.

6. The City shall have the right at any time to require a change of location of the facilities when in its judgement it becomes necessary or advisable as a matter of safety, or on account of a change of grade, resurfacing, repair, or reconstruction of any right-of-way. If the owner of such facilities has not moved or relocated the facilities within 30 days after the City requests the same in writing, the City may undertake such movement or relocation and charge the owner the costs of the same.

7. The City retains the right and privilege to cut or move any facilities, as the City may determine, in its sole discretion, to be necessary, appropriate, or useful in response to any public emergency. If circumstances permit, the City shall notify the applicant and provide an opportunity for applicant to move its own facilities prior to cutting or removing the facilities. In all cases, the City shall notify the applicant after cutting or removing the facilities as promptly as reasonably possible.

8. The applicant shall immediately notify the City in the event of an emergency regarding the applicant's facilities that may affect public health or safety, and such notice shall include, at a minimum, the nature of the emergency and the applicant's planned response to the emergency.

9. In addition to notifying the City, the applicant shall comply with the Nebraska One Call Notification Act before commencing any excavation or similar work in the right-of-way.

10. The applicant acknowledges that applications and all supporting written material applicant submits to the City are public records subject to the Nebraska Public Records Law. While an applicant may designate any such public records as "proprietary" or "confidential", the City shall treat them as such only to the extent expressly permitted by the Nebraska Public Records Law and, other than the cost of the City's routine response to public records requests, the City shall be under no obligation to incur any costs to protect the same from disclosure.

11. Prior to commencement, and at all times during, any work performed by or on behalf of applicant in the right-of-way, the applicant shall maintain a performance or construction bond, in form acceptable to the City, equal to at least 100% of the estimated cost of the facilities and related work covered by the application.

12. During the term of any permit to occupy the right-of-way issued hereunder, the applicant shall maintain comprehensive general liability, automobile, workers compensation, employer's liability, and umbrella insurance in form and amount consistent with the City's published requirements for the same. All such insurance policies shall include the City and its agents as additional insureds and shall not be modified or cancelled without 30 days prior written notice being given to the City.

13. The applicant shall defend, indemnify, and hold harmless the City, its agents, officers, officials and employees from any and all damages, liabilities, injuries, losses, attorneys' fees, costs, and expenses, whether for personal injury, death, or property damage, arising out of or in any way related to the activities or performance of the applicant or its agents. In the event the applicant becomes aware of any actions or claims, the City shall promptly be notified by the applicant. In the event the City is a named defendant in any such claim or lawsuit, it is expressly agreed that the City shall have the right to approve, which approval shall not be unreasonably withheld, the legal counsel providing the City's defense, and the applicant shall reimburse the City for any costs, expenses, and attorneys' fees directly and necessarily incurred by the City in the course of the defense.

14. In addition to all other remedies available to the City under this Code or other applicable law, the City may revoke an applicant's permit to occupy the right-of-way if the applicant fails to comply with any of the conditions set forth in this Article, and upon such revocation, may direct applicant, at applicant's cost, to remove applicant's facilities from the right-of-way and restore the right-of-way to its original condition. If the applicant fails to remove its facilities and restore the right-of-way within 30 days after the City's written request, the City may cause such work to be done and applicant shall reimburse the City for the costs of such work upon City's written demand for the same.

15-4 FEES AND TAXES

Applicant shall pay any applicable building permit fee and the application fee set forth in the City's Schedule of Fees. Unless provided otherwise in this Ordinance, applicant shall pay the City an annual occupation tax for use of the right-of-way in the amount and manner provided under Chapter 111 of the Columbus City Code.

15-5 AESTHETIC AND DESIGN STANDARDS

The purpose of the standards set forth in this Section is to establish guidelines for the design, placement, and installation of facilities in the right-of-way. All facilities placed in the right-of-way pursuant to this Article shall comply with these standards; provided, the City Administrator may authorize the waiver of, partial relief from, or exemption from, any one or more of these standards pursuant to Section 15-7.

A. *Undergrounded Facilities.* When facilities are proposed in areas where other similar facilities are primarily located underground, said facilities shall be placed underground to the extent technically feasible.

B. *Existing Aesthetics.* To the extent technically feasible, all ground-mounted facilities shall reasonably match the existing, adjacent streetscape character. Applicants shall use the same aesthetics as existing infrastructure to promote a uniform appearance.

C. *Consolidation.* To the extent technically feasible: (1) facilities shall be designed to consolidate all ground-mounted components within approved singular enclosures and (2) all cables, wires, and conduits shall be concealed from view.

D. *Location.* The placement of proposed facilities with existing facilities shall be preferred over placement of facilities at new sites. If an applicant chooses not to place its facilities with available existing facilities, the applicant must document that location of its proposed facilities with available existing facilities is not technically feasible.

E. *Camouflage.* Facilities shall be designed to camouflage and conceal all above-ground components of such facilities to the extent technically feasible.

F. *Signs.* Ground-mounted facilities shall have a four inch by six inch metallic sign permanently mounted between four feet and six feet from ground level and clearly visible to the public which provides the identifying information and emergency contact number for the owner of such facilities. No other signs, advertising, or banners are permitted on facilities except to the extent the same are mandated by state or federal law.

G. *Generators.* Generators are not permitted in the right-of-way.

H. *Lighting.* Lighting is not permitted on facilities except to the extent mandated by state or federal law.

I. *Historic Districts.* All ground-mounted facilities located in a historic district shall be subject to such other design and concealment standards required by the City for such districts to avoid or to remedy the intangible public harm of unsightly or out-of-character facilities deployed. Without limiting the foregoing, all facilities located in the City's historic district shall be subject to the design and aesthetic standards for such historic overlay district set forth in the City's Zoning Ordinance.

J. *Traffic Signals.* Facilities shall not be allowed on traffic signal systems.

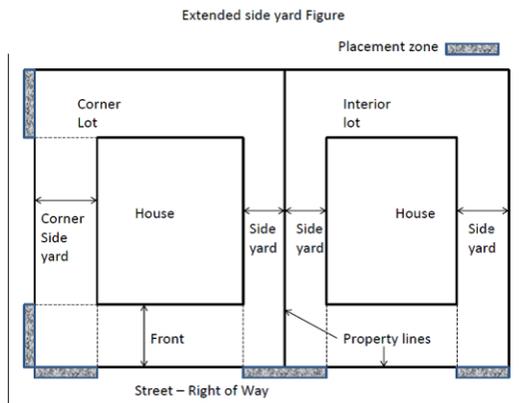
K. *Placement Guidelines.* All facilities proposed to be located at new sites:

1. Shall be located in a manner or location that (a) does not obstruct, impede, or hinder the usual pedestrian or vehicular travel; (b) does not adversely affect public safety or impair legal access and use of the right-of-way; (c) conforms to applicable law (including the Americans with Disabilities Act of 1990) and right-of-way design standards, specifications, and design requirements, and (d) does not in any way create a risk to public health, safety, or welfare;

2. Shall be located in a manner that does not significantly create a new obstruction to primary and inherently valuable sightline(s) of an adjacent property;

3. Shall be located in alignment with existing trees, utility poles, and streetlights and placed to avoid disturbance within the critical root zone of any tree;

4. Shall be located in the right-of-way, but placed within the extended side yard setback zones of the adjacent property, (see Figure);



5. Shall not be located along the frontage of properties, unless otherwise approved by the City.

6. Shall be located with separation from any low-pressure natural gas line or intermediate or high-pressure natural gas line and with appropriate clearance as approved from all existing utilities;

7. Shall not materially impact any existing bridges, culverts, or retaining walls; and

8. Shall be located outside of all American Association of State Highway Transportation Officials (AASHTO) clear zones and outside of clear sight triangles (at a minimum) as follows: (a) 5-foot leg pedestrian sight triangle at each residential driveway; (b) 10-foot leg pedestrian sight triangle at each driveway and alley; (c) 30-foot leg corner sight triangle; and (d) roadway sight triangles shall be based on AASHTO standards for each driveway, alley, and intersection.

15-6 INDEPENDENT TECHNICAL AND LEGAL REVIEW

Although the City intends for City staff to review permit applications to the extent feasible, the City may retain the services of an independent technical consultant and an attorney of its choice to provide technical and legal evaluations of applications submitted pursuant to this Article. The review may include, but is not limited to (a) the accuracy and completeness of the items submitted with the application; (b) the applicability of analysis and techniques and methodologies proposed by the applicant; (c) the validity of conclusions reached by the applicant; and (d) whether the proposed use of the right-of-way complies with this Article and other applicable provisions of this Ordinance or the Columbus City Code. The applicant shall pay the reasonable cost for any independent technical consultant and reasonable attorneys' fees in advance through a deposit with the City, estimated by the City, within 10 business days of the City's request. That these shall be a reasonable approximation of cost. When the City requests such payment, the application shall be deemed incomplete until the deposit is received. In the event that such final costs and fees do not exceed the deposit amount, the City shall refund any unused portion within 60 days after a permit to occupy the right-of-way is issued or denied or withdrawn in writing by the applicant. If the costs and fees exceed the deposit amount,

then the applicant shall pay the difference to the City before a permit to occupy the right-of-way is issued. The technical consultant and attorney shall provide an itemization of the final costs of the services provided and related fees.

15-7 RELIEF

Any applicant desiring to appeal from any aspect or requirement of this Article, may file an appeal with the Board of Adjustment pursuant to Article 12, Section 12-8 of the Land Development Ordinance. Section 12-8 to Section 12-11 shall govern such appeals.

Section 3. All ordinances passed and approved prior to the passage, approval, and publication or posting of this ordinance which are in conflict are repealed.

Section 4. This ordinance shall become effective immediately upon and be in full force and effect after it's passage, adoption and publication as provided by law. Publication shall be in pamphlet form as authorized by Section 16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the City Offices.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF COLUMBUS
BUILDING DEPARTMENT REPORT April 2020

	Current Month 2020			Current Month 2019		
	COUNT	VALUE	FEES	COUNT	VALUE	FEES
BUILDING PERMITS						
Business/Industry						
Addition	0	0.00	0.00	2	27,188,521.00	51,946.30
Alteration	0	0.00	0.00	0	0.00	0.00
Fence	0	0.00	0.00	0	0.00	0.00
Miscellaneous (Other)	0	0.00	0.00	0	0.00	0.00
New	1	705,425.00	0.00	0	0.00	0.00
Repairs/Remodel	2	82,000.00	510.00	5	168,911.44	668.29
Residence						
Addition	3	113,283.00	593.23	2	19,500.00	102.50
Alteration	0	0.00	0.00	0	0.00	0.00
Deck	8	34,400.00	327.60	6	35,900.00	268.50
Fence	24	70,769.00	600.00	20	51,210.00	500.00
Miscellaneous (Other)	0	0.00	0.00	0	0.00	0.00
* New Residence	3	827,527.00	2,530.06	7	2,213,287.00	6,475.23
* New HUD Residence	0	0.00	0.00	0	0.00	0.00
Repairs/Remodel	1	29,000.00	171.60	6	85,800.00	451.00
Duplex/Townhouse (New)	2	392,450.00	1,336.39	0	0.00	0.00
Repairs/Remodel	1	15,000.00	99.00	0	0.00	0.00
Multiple Family (New)	0	0.00	0.00	0	0.00	0.00
Repairs/Remodel	0	0.00	0.00	0	0.00	0.00
Garage/Utility						
Addition	0	0.00	0.00	0	0.00	0.00
New	1	42,588.00	231.39	2	12,892.00	86.96
Public Owned Repair	0	0.00	0.00	1	254,000.00	0.00
SPECIAL PERMITS						
Demolition	1	2,500.00	25.00	5	37,800.00	125.00
Miscellaneous (Other)	0	0.00	0.00	0	0.00	0.00
Sprinklers	13	39,500.00	221.00	0	0.00	0.00
Move Building	0	0.00	0.00	0	0.00	0.00
Plumbing	13	95,100.00	496.00	38	1,606,000.00	2,894.00
Signs	2	16,000.00	60.00	0	0.00	0.00
MONTH TOTAL	75	2,465,542.00	7,201.27	94	31,673,821.44	63,517.78

	Year to Date 2020			Year to Date 2019		
	COUNT	VALUE	FEES	COUNT	VALUE	FEES
BUILDING PERMITS						
Business/Industry						
Addition	1	48,000.00	290.00	4	36,637,221.00	53748.80
Alteration	0	0.00	0.00	0	0.00	0.00
Fence	1	5,295.00	25.00	0	0.00	0.00
Miscellaneous (Other)	2	38,000.00	275.00	0	0.00	0.00
New	2	747,425.00	260.00	4	6,260,000.00	12981.25
Repairs/Remodel	8	528,498.00	2,618.75	9	1,584,911.44	4582.66
Residence (*See "New" Residences Below)						
Addition	9	223,283.00	1,236.75	6	126,209.60	575.50
Alteration	0	0.00	0.00	0	0.00	0.00
Deck	10	42,235.00	399.78	8	46,400.00	358.50
Fence	42	131,646.00	1,084.00	25	61,591.00	625.00
Miscellaneous (Other)	1	2,000.00	25.00	0	0.00	0.00
* New Residence	15	4,328,786.00	12,938.85	24	5,852,321.00	18474.81
* New HUD Residence	0	0.00	0.00	0	0.00	0.00
Repairs/Remodel	10	254,530.00	1,379.28	12	242,480.00	1286.88
Duplex/Townhouse (New)	16	3,943,382.68	12,457.22	4	870,656.00	2861.65
Repairs/Remodel	1	15,000.00	99.00	0	0.00	0.00
Multiple Family (New)	0	0.00	0.00	0	0.00	0.00
Repairs/Remodel	0	0.00	0.00	0	0.00	0.00
Garage/Utility						
Addition	1	4,000.00	35.00	0	0.00	0.00
New	3	87,088.00	542.69	2	12,892.00	86.96
Public Owned	0	0.00	0.00	4	9,350,500.00	2265.00
SPECIAL PERMITS						
Demolition	3	8,500.00	75.00	11	70,300.00	275.00
Miscellaneous (Other)	0	0.00	0.00	0	0.00	0.00
Sprinklers	13	39,500.00	221.00	0	0.00	0.00
Move Building	2	8,000.00	56.00	2	5,000.00	53.80
Plumbing	71	628,100.00	3,642.00	73	2,157,500.00	4129.00
Signs	30	222,310.00	900.00	12	100,000.00	305.00
YEAR TOTAL	241	11,305,578.68	38,560.32	200	63,377,982.04	102,609.81

**CITY OF COLUMBUS
BUILDING DEPARTMENT REPORT
APRIL 2020**

CURRENT MONTH 2020

CURRENT MONTH 2019

YEAR TO DATE

BUILDING ACTIVITY:

NEW PERMITS ISSUED	46
INSPECTIONS PERFORMED:	
FOOTINGS	13
FOUNDATION	7
FRAMING	41
MISCELLANEOUS	44
FINAL	32

BUILDING ACTIVITY:

NEW PERMITS ISSUED	51
INSPECTIONS PERFORMED:	
FOOTINGS	13
FOUNDATION	4
FRAMING	30
MISCELLANEOUS	68
FINAL	28

BUILDING ACTIVITY:

NEW PERMITS ISSUED	122
INSPECTIONS PERFORMED:	
FOOTINGS	35
FOUNDATION	14
FRAMING	183
MISCELLANEOUS	140
FINAL	109

PLUMBING ACTIVITY:

NEW PERMITS ISSUED	26
INSPECTIONS PERFORMED:	
WATER AND SEWER	25
MISCELLANEOUS	14
ROUGH IN	44
FINAL	22

PLUMBING ACTIVITY:

NEW PERMITS ISSUED	38
INSPECTIONS PERFORMED:	
WATER AND SEWER	20
MISCELLANEOUS	21
ROUGH IN	45
FINAL	24

PLUMBING ACTIVITY:

NEW PERMITS ISSUED	84
INSPECTIONS PERFORMED:	
WATER AND SEWER	83
MISCELLANEOUS	45
ROUGH IN	209
FINAL	87

Respectfully Submitted,



Daniel Curtis
Community Development Director