

City Council Regular Meeting  
Monday, January 18, 2021 7:00 PM  
Council Chambers  
1369 25 Avenue  
Columbus, NE 68601

**1. STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT AND ROLL CALL**

# **OPEN MEETINGS ACT**

**NEBRASKA  
REVISED STATUTES  
84-1407 THROUGH 84-1414**



**EFFECTIVE  
NOVEMBER 14, 2020**



**This is a complimentary copy of the Open Meetings Act - Nebraska Revised Statutes 84-1407 through 84-1414. We hope you find it helpful when conducting your public meeting.**

**There were revisions made to the Open Meetings Act in the 2020 Nebraska State Legislature. The most recent version of the Open Meetings Act in this manual is in effect as of November 14, 2020.**

**This manual is provided to Nebraska municipalities by the League of Nebraska Municipalities (LONM) and the League Association of Risk Management (LARM).**



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**84-1407. ACT, HOW CITED. SECTIONS 84-1407 TO 84-1414 SHALL BE KNOWN AND MAY BE CITED AS THE OPEN MEETINGS ACT.**

**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;
- (d) Evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting;
- (e) For the Community Trust created under section 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster; or
- (f) For public hospitals, governing board peer review activities, professional review activities, review and discussion of medical staff investigations or disciplinary actions, and any strategy session concerning transactional negotiations with any referral source that is required by federal law to be conducted at arms length.

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

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

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

(4) Nothing in this section shall be construed to require that any meeting be closed to the public. No person or public body shall fail to invite a portion of its members to a meeting, and no public body shall designate itself a subcommittee of the whole body for the purpose of circumventing the Open

Meetings Act. No closed session, informal meeting, chance meeting, social gathering, email, fax, or other electronic communication shall be used for the purpose of circumventing the requirements of the act.

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

**84-1411. MEETINGS OF PUBLIC BODY; NOTICE; METHOD; CONTENTS; WHEN AVAILABLE; RIGHT TO MODIFY; DUTIES CONCERNING NOTICE; VIDEOCONFERENCING OR TELEPHONE CONFERENCING AUTHORIZED; EMERGENCY MEETING WITHOUT NOTICE; APPEARANCE BEFORE PUBLIC BODY.**

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

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

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

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

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

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

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

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

(e) Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (i) twenty-four hours before the scheduled commencement of the meeting or (ii) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2) A meeting of a state agency, state board, state commission, state coun-

cil, 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 as provided in subsection (1) of this section;

(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 as provided in subsection (1) of this section 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 instate 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 instate 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 instate 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 – NOVEMBER 14, 2020**

**DISTRIBUTED BY THE  
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2. **PRAYER**

3. **NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE**

4. **CONSENT AGENDA - The following items are considered to be routine by the city council and will be enacted by one motion. There will be no separate discussion of these items unless a city council member or citizen so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda.**

A. Minutes of January 4, 2021, City Council meeting.

A regular meeting of the mayor and city council of the City of Columbus, Nebraska, was convened in open and public session on January 4, 2021, at 7:00 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska.

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. Notice of this meeting was given simultaneously to the mayor and members of the city council, with a copy of the acknowledgement of receipt of notice 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 and city council 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:** Mayor Bulkley announced that a copy of the Open Meetings Act is posted in the meeting room. Present were Mayor James Bulkley and Council Members Beth Augustine-Schulte, Charlie Bahr, Troy Hiemer, Rich Jablonski, Dennis Kresha, John Lohr, and Ron Schilling. Council Member Prent Roth participated electronically as allowed per Governor Ricketts' Executive Order No. 20-35. City staff members included City Attorney Neal Valorz, City Administrator Tara Vasicek, City Clerk Janelle Kline, City Engineer Rick Bogus, Police Chief Chuck Sherer, Public Works Director Chuck Sliva, Community Development Director Dan Curtis, Library Director Karen Connell, Fire Chief Dan Miller, and Assistant City Clerk Robin Efta.
2. **PRAYER:** Augustine-Schulte led in prayer.
3. **NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE:** Bulkley invited all to join in the National Anthem and Pledge of Allegiance.
4. **CONSENT AGENDA:** Vasicek stated that the following items are considered routine by the city council and will be enacted by one motion. She pointed out there will be no separate discussion of these items unless a council member or citizen so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda. The items on the consent agenda were approved as presented with a motion by Augustine-Schulte and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
  - 4.A. **Minutes of December 21, 2020, City Council meeting.**
  - 4.B. **Change date of second meeting in February 2021 to 7 p.m., Tuesday, February 16, 2021, due to President's Day holiday.**
  - 4.C. **Resolution No. R21-01 authorizing payment of various improvement projects.** Resolution No. R21-01 is entitled: A RESOLUTION OF THE

MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO AUTHORIZE AND DIRECT THAT A CHECK BE ISSUED AND MADE PAYABLE TO THE RESPECTIVE CONTRACTOR(S) FOR LABOR, EQUIPMENT, AND MATERIALS FURNISHED FOR IMPROVEMENTS IN THE FOLLOWING DESIGNATED DISTRICTS AND PROJECTS WITHIN THE CITY OF COLUMBUS, ALL AS SET FORTH ON THE ATTACHED CERTIFICATES OF PROGRESS PREPARED BY THE RESPECTIVE SPECIAL ENGINEER, TO WIT: GEHRING CONSTRUCTION & READY MIX CO., INC. - CONCRETE PAVING IMPROVEMENTS 2020 - \$106,020.05; OBRIST & COMPANY, INC. - SED NO. 45 WED NO. 63, 48 AVE. FROM 42 ST. TO LOST CREEK PARKWAY - \$85,909.50.

**4.D. Payroll and bills on file.** CP=Capital Projects; E=Expenses; G=Grants; R=Refund; S=Service & Supplies; T=Training 01/08/21 Payroll \$689,381.47; 911 Custom 3,224.00 S; Ace Hardware 474.24 S; Advance Auto Parts 1,111.04 S; Altec Industries 711.00 S; Amazon 4,507.63 S; Aqua-Pure 5,958.92 S; AWWA 1,995.00 S; Beard-Warren 3,760.00 S; Best Version Media 304.00 S; Bibliotheca 73.65 S; Bomgaars 985.04 S; Bound Tree Medical 1,506.35 S; M Bright 39.05 R; K Busch 56.06 R; Central Parts 824.35 S; Ciox Health 20.00 S; City of Col 17,997.68 S; CN Welding Works 112.50 S; Custom Embroidery 181.00 S; Col Motor 68.01 S; Col Plbg 170.50 S; Col Tarps 174.00 S; Telegram 3,190.15 S; Community Internet 45.00 S; Culligan 336.34 S; Danko Emergency Equip 114.56 S; DAS State Acctg 1,215.99 S; Eakes 364.89 S; Electric Pump 1,056.00 S; Electrical Eng & Equip 25.91 S; Electronic Eng 49,916.05 CP; Fastenal 102.96 S; S Flash 165.00 R; Galls 391.94 S; Gaver Tire 73.50 S; Gehring Const 142,333.56 CP,S; GIEC Comm 300.00 S; G-O Rapid Lube 48.06 S; Great Plains Comm 475.21 S; Hadley-Braithwait 39.95 S; Hawkins 5,102.74 S; HDR 626.06 CP; Hometown Leasing 177.97 S; Husker House 1,077.75 S; B Imus 28.87 E; Ingram Library 452.02 S; Ins Services of Col 250.00 S; Island Supply 21.42 S; L Iwanski 22.99 R; Jackson Services 2,456.50 S; JEO 1,461.25 S; R Jeter 30.75 R; Jones Auto 71.99 S; Keep Col Beautiful 1,014.63 S; Kelly Supply 2,596.82 S; Lakeview Small Engine 441.70 S; Lawson Products 41.30 S; Level One Prop 13,700.00 G; Lincoln Winwater Works 521.00 S; Loup Power 60.49 S; Mailbox 132.23 S; B Marker 46.06 R; Marley's Electric 2,659.63 S; McKown Funeral 7,350.00 G; Menards 872.89 S; Mid-American Research 1,880.00 S; Midland Scientific 366.71 S; Mid-State Eng 455.00 CP; MW Service 611.76 S; MW Tape 109.97 S; J Miller 56.77 R; E Mossman 22.57 R; MTM Recognition 86.10 S; Municipal Pipe Tool 576.11 S; NAPA 495.37 S; NE Emergency 195.00 S; NE Golf & Turf 1,269.37 S; NE Harvestore 149.74 S; NE Law Enf 270.00 T; NE Public Health 427.00 S; Newman Signs 475.82 S; NE Community College 4,571.50 T; NENEDD 5,160.00 G; Obrist & Co 85,909.50 CP; Occupational Health 7,147.00 S; Officenet 268.68 S; Oliver Packaging 1,126.75 S; Olson's Pest Tech 135.00 S; O'Reilly 297.12 S; Petty Cash 29.82 E; Platte Valley Humane Society 20,000.00 S; Power Tech 2,747.28 S; Preferred Plbg 125.98 S; Presto-X 213.00 S; RR Mgmt 284.85 S; Schieffer Signs 309.30 S; Stan Houston Equip

174.52 S; Stericycle 963.57 S; B Strecker 500.00 E; Stryker Sales 1,368.00 S; Sunset Law Enf 226.16 T; Tire Outlet 2,348.42 S; Titan Mach 919.32 S; TM Cleaning 200.00 S; Travelers 11,887.00 S; Truck Center 845.61 S; Turfwerks 2,080.24 S; Twelve and Twelve 1,185.50 G; U & I Sanitation 135.00 S; UPRR 42,512.89 CP; Utilities Section, League of NE Municipalities 35.00 T; Van Wall 2,157.57 S; Walmart 1,042.61 S; Water Env Fed 148.00 S; T Westfall 28.75 E; C Wiese 28.75 E; Zee Medical 129.05 S. TOTAL \$1,179,736.65.

5. **APPROVAL OF MINUTES:** Included in Consent Agenda
6. **SPECIAL PRESENTATIONS:** None
7. **PUBLIC HEARINGS:** None
8. **PETITIONS AND COMMUNICATIONS:** None
9. **REPORTS OF CITY OFFICES:**
  - 9.A. **Police department update on mask ordinance.** Sherer reported on the status of phone calls received relating to the mask ordinance and noted that only two calls of complaints were received and no citations have been issued since the last report.
10. **REPORTS OF COUNCIL COMMITTEES:** None
11. **REPORTS OF SPECIAL COMMITTEES:** None
12. **REPORTS ON LEGISLATION:** None
13. **NEW BUSINESS:**
  - 13.A. **Appointment of Scarlett Johnson to Library Board to fill unexpired term of Stephanie Miller.** Augustine-Schulte read a brief resume and the mayor's appointment of Scarlett Johnson to the Library Board was ratified with a motion by Bahr and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
  - 13.B. **Request for Qualifications for Downtown Union Pacific Railroad Grade Separation Evaluation.** Vasicek referred to the number of complaints received with regard to trains blocking downtown intersections and noted that the Request for Qualifications will be broad in order to select the best consultant to look at all options. City staff was authorized to proceed with a Request for Qualifications for a downtown Union Pacific Railroad grade separation evaluation with a motion by Bahr and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
  - 13.C. **Comments from mayor and city council members.** Lohr commended city staff on their job with snow removal following the last storm. Bulkley noted that regulations regarding snow removal and snow emergency routes are available on the city's website: [www.columbusne.us](http://www.columbusne.us) and information on snow removal

will also be included on an upcoming agenda.

**14. RESOLUTIONS:**

- 14.A. Resolution No. R21-02 authorizing the city to work with Elkhorn Valley Community Development Corporation dba NeighborWorks Northeast Nebraska to submit grant application to Rural Workforce Housing Fund for matching grant in an amount up to \$1,000,000 and to authorize use of LB840 funds to match up to \$750,000 contingent upon amount of contributions NeighborWorks Northeast Nebraska receives, which when combined with economic development funds, do not surpass amount granted by state's Rural Workforce Housing Fund.** Resolution No. R21-02 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AUTHORIZING THE CITY TO WORK WITH ELKHORN VALLEY COMMUNITY DEVELOPMENT CORPORATION DBA NEIGHBORWORKS NORTHEAST NEBRASKA IN COMPLETING AND SUBMITTING A GRANT APPLICATION TO THE RURAL WORKFORCE HOUSING FUND (RWHF) FOR A MATCHING GRANT IN AN AMOUNT UP TO \$1,000,000, FOR THE PURPOSE OF REDUCING THE COST OF WORKFORCE HOUSING IN COLUMBUS; AND TO AUTHORIZE THE USE OF THE CITY'S LB840 FUNDS TO MATCH UP TO \$750,000, CONTINGENT UPON THE AMOUNT OF FINANCIAL CONTRIBUTIONS NEIGHBORWORKS NORTHEAST NEBRASKA RECEIVES FROM LOCAL FOUNDATIONS AND ENTITIES WHICH, WHEN COMBINED WITH THE CITY'S ECONOMIC DEVELOPMENT FUNDS, DO NOT SURPASS THE AMOUNT GRANTED BY THE STATE'S RWHF was adopted with a motion by Lohr and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

**15. ORDINANCES ON FIRST READING:**

- 15.A. Ordinance No. 21-01 vacating 25 Avenue from north line of 14 Street to south line of alley between 14 and 15 Streets in conjunction with community building project.** Ordinance No. 21-01 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, VACATING 25 AVENUE FROM THE NORTH LINE OF 14 STREET TO THE SOUTH LINE OF THE ALLEY BETWEEN 14 AND 15 STREETS, ALL LYING ADJACENT TO LOT 8, BLOCK 50 AND LOT 5, BLOCK 49, ORIGINAL CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF AND THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH was read by number only with a motion by Hiemer and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Ordinance No. 21-01 was adopted with a motion by Hiemer and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski,

Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

- 15.B. Ordinance No. 21-02 amending pay plan for all classifications by increasing annual salary of the city administrator to \$200,000 for the period beginning December 7, 2020, and ending with the mayor's term of office, December 2024.** Ordinance No. 21-02 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING THE PAY PLAN FOR ALL CLASSIFICATIONS WITHIN THE CITY BY INCREASING THE ANNUAL SALARY OF THE CITY ADMINISTRATOR TO \$200,000 FOR THE PERIOD BEGINNING DECEMBER 7, 2020, AND ENDING WITH THE MAYOR'S TERM OF OFFICE, DECEMBER 2024 was read by number only with a motion by Augustine-Schulte and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Ordinance No. 21-02 was adopted with a motion by Augustine-Schulte and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 15.C. Ordinance No. 21-03 amending Section 92.60 of Chapter 92 of Title IX of Columbus City Code regarding sunset provision for the prevention of COVID-19.** Chuck Sepers, Chief Public Health Officer of East Central District Health Department, reported on the affect that the proposed amendment to the sunset provision would have in the area and said he feels the plan of 7-day rolling average of new COVID-19 cases below 50 cases per 100,000 people within Platte County for 14 consecutive days is reasonable. Kipton Anderson, M.D., city physician, noted that currently there are no patients in the intensive care unit at the hospital and said he supports the proposed amendment to the ordinance. Anderson encouraged everyone to continue wearing masks, maintaining social distance, and avoiding large crowds. Taylor Anderson, 3653 36 Avenue, expressed support of the amendment to the ordinance. In response to Kyle Haddock, 5212 42 Street, Sepers pointed out that the number of persons hospitalized as well as the number of fatalities that were Covid related were increasing at the time the mask mandate was implemented. Ordinance No. 21-03 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING SECTION 92.60 OF CHAPTER 92 OF TITLE IX OF THE COLUMBUS CITY CODE REGARDING THE SUNSET PROVISION For THE PREVENTION OF COVID-19; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM was read by number only with a motion by Augustine-Schulte and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Ordinance No. 21-03 was adopted with a motion by Augustine-Schulte and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Roth, and Schilling voted "Aye" and Lohr voted "Nay". It was noted that this ordinance will go into effect

three days after its passage.

**15.D. Ordinance No. 21-04 amending multiple sections of Chapter 33 of Title III of Columbus City Code to update and make organizational changes for the fire department.** On its first reading, Ordinance No. 21-04 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING MULTIPLE SECTIONS OF CHAPTER 33 OF TITLE III OF ORDINANCE NO. 05-47 (COLUMBUS CITY CODE) TO UPDATE AND MAKE ORGANIZATIONAL CHANGES FOR THE FIRE DEPARTMENT; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM was read by number only.

**16. ORDINANCES ON SECOND READING:**

**16.A. Ordinance No. 20-32 adopting Unified Land Development Ordinance.** On its second reading, Ordinance No. 20-32 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, REPEALING THE EXISTING LAND DEVELOPMENT ORDINANCE OF THE CITY OF COLUMBUS, NEBRASKA, ADOPTED BY ORDINANCE NO. 96-08 ON MARCH 18, 1996, ALONG WITH ALL SUBSEQUENT AMENDMENTS; ADOPTING THE UNIFIED LAND DEVELOPMENT ORDINANCE AS SET FORTH HEREIN; INCORPORATING CHAPTER 152, SWIMMING POOLS, INTO THE UNIFIED LAND DEVELOPMENT ORDINANCE; INCORPORATING THE UNIFIED LAND DEVELOPMENT ORDINANCE INTO THE COLUMBUS CITY CODE; PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; PROVIDING FOR THE EFFECTIVE DATE HEREOF AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH was read by number only.

**17. ORDINANCES ON THIRD READING:**

**17.A. Ordinance No. 20-27 amending Section 91.01 of Chapter 91 of Title IX of Columbus City Code adopting limited applications of 2018 International Fire Code.** On its third reading, Ordinance No. 20-27 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING SECTION 91.01 OF CHAPTER 91 OF TITLE IX OF ORDINANCE NO. 05-47 (COLUMBUS CITY CODE) TO PROVIDE FOR THE ADOPTION AND COMPLIANCE WITH THE 2018 INTERNATIONAL FIRE CODE AS RECOMMENDED BY THE INTERNATIONAL CODE COUNCIL AND REGULATIONS PROMULGATED BY THE NEBRASKA STATE FIRE MARSHALL AND GOVERNING SAFETY TO LIFE FROM FIRE AND LIKE EMERGENCIES IN BUILDINGS AND STRUCTURES AND GENERAL FIRE PREVENTION; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET

FORM; AND PROVIDING FOR AN EFFECTIVE DATE was adopted with a motion by Bahr and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

- 17.B. Ordinance No. 20-28 amending Chapter 150 of Title XV of Columbus City Code adopting 2018 Uniform Plumbing Code.** On its third reading, Ordinance No. 20-28 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING CHAPTER 150 OF TITLE XV OF ORDINANCE NO. 05-47 (COLUMBUS CITY CODE) BY ADOPTING THE 2018 UNIFORM PLUMBING CODE; ADOPTING AMENDMENT TO THE 2018 UNIFORM PLUMBING CODE; ADOPTING ADDITIONS TO THE 2018 PLUMBING CODE; AMENDING THE BOND CONDITIONS; AMENDING THE REQUIREMENTS FOR INSTALLATION OF PLUMBING OWNER; AMENDING THE REQUIREMENTS FOR TAPPING SUMP PUMP DISCHARGE PIPE INTO STORM SEWERS; AMENDING PLUMBING REGULATIONS ON TESTS; AMENDING SECTION ON DISCHARGING FLUIDS; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND PROVIDING FOR AN EFFECTIVE DATE was adopted with a motion by Jablonski and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 17.C. Ordinance No. 20-29 amending Chapter 150 of Title XV of Columbus City Code adopting 2018 International Residential Code.** On its third reading, Ordinance No. 20-29 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING CHAPTER 150 OF TITLE XV OF ORDINANCE NO. 05-47 (COLUMBUS CITY CODE) BY ADOPTING THE 2018 INTERNATIONAL RESIDENTIAL CODE; ADOPTING AMENDMENTS TO SAID CODE; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND PROVIDING FOR AN EFFECTIVE DATE was adopted with a motion by Kresha and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 17.D. Ordinance No. 20-30 amending Chapter 150 of Title XV of Columbus City Code adopting 2018 International Building Code.** On its third reading, Ordinance No. 20-30 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING CHAPTER 150 OF TITLE XV OF ORDINANCE NO. 05-47 (COLUMBUS CITY CODE) BY ADOPTING THE 2018 INTERNATIONAL BUILDING CODE; ADOPTING AMENDMENTS TO SAID CODE; ADOPTING THE 2018 INTERNATIONAL EXISTING BUILDING CODE; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH;

PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND PROVIDING FOR AN EFFECTIVE DATE was adopted with a motion by Schilling and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

**18. CONSIDERATION OF PAYROLL AND BILLS ON FILE:** Included in Consent Agenda

**19. UNFINISHED BUSINESS:** None

**20. ADJOURNMENT:** The meeting adjourned at 8:09 p.m.

Presented and approved this 18 day of January, 2021.

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MAYOR

ATTEST:

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CITY CLERK

B. Reappointment of Jack Gutierrez, Sandra Jochens, and Bruce Schmidt to the Board of Parks Commissioners for three-year terms.

## MEMORANDUM

**DATE:** January 4, 2021  
**TO:** City Council Members  
**FROM:** James B. Bulkley, Mayor  
**SUBJECT:** Reappointments

With your permission, I wish to submit the following names to you for reappointment at the January 18, 2021, City Council meeting. Per Council Rules, the two-week waiting period is automatically waived for someone who is reappointed to the same or similar position.

**BOARD OF PARKS COMMISSIONERS: (Three Year Term)**

Jack Gutierrez  
Sandra Jochens  
Bruce Schmidt

  
James B. Bulkley, Mayor

CommitteeMtgs/ApptsReappoints/ParkBd

- C. Resolution No. R21-03 approving Lease to Hangar Aircraft with Dale Gasper, Nancy Gasper, Jaime Gasper, and Jesse Gasper for Hangar No. 1315-4. (Board of Airport Commissioners recommends approval.)

**RESOLUTION NO. R21-03**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE LEASE TO HANGAR AIRCRAFT WITH DALE GASPER, NANCY GASPER, JAIME GASPER, AND JESSE GASPER (HANGAR NO. 1315-4) AT THE COLUMBUS MUNICIPAL AIRPORT.

WHEREAS, the Board of Airport Commissioners authorized the preparation and execution of this lease to hangar aircraft.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the lease to hangar aircraft with Dale Gasper, Nancy Gasper, Jaime Gasper, and Jesse Gasper for Hangar No. 1315-4 at the Columbus Municipal Airport, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

This resolution shall repeal all resolutions or portions thereof in conflict herewith.

INTRODUCED BY COUNCIL MEMBER \_\_\_\_\_

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

# LEASE TO HANGAR AIRCRAFT

THIS AGREEMENT (herein referred to as either "Agreement" or "Lease") made effective as of this 1st day of January, 2021, by and between THE CITY OF COLUMBUS, a municipal corporation of the State of Nebraska, on behalf of Columbus Municipal Airport (hereinafter referred to as "City"), and Dale Gasper, Nancy Gasper, Jaime Gasper, and Jesse Gasper (hereinafter referred to as "Lessee(s)").

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT, THE PARTIES ACKNOWLEDGE AND AGREE AS FOLLOWS:

1. **LEASE OF HANGAR SPACE:** City hereby leases and grants to the Lessee(s) the exclusive privilege of using the space in Hangar No. 1315-4 at Columbus Municipal Airport (herein referred to as "Hangar" or "Premises"). This Lease is being granted for the sole purpose of hangaring/storing of Lessee(s) aircraft and/or aeronautical equipment.
2. **RENTAL AMOUNT:** Lessee(s) shall pay to City an annual sum of Seven Hundred Eighty Dollars (\$780). This fee shall be paid in two semi-annual installments of Three Hundred Ninety Dollars (\$390), due by December 31 of the preceding year and by June 30 of the Lease year. The Lessee(s) shall be entitled to an annual ten percent (10%) discount if the full annual rental amount is paid by December 31 of the preceding year. In situations where the initial Lease is entered into after January 1, then the first year annual rental amount shall be prorated based on the date of execution of the Lease.
  - (A) **RENTAL AMOUNT SUBJECT TO CHANGE:** Lessee(s) hereby specifically acknowledges and agrees that upon any renewal of the Lease as provided for in Paragraph 4 of this Agreement, the rental amounts set forth in Paragraph 2 of this Agreement may be reviewed, reevaluated, and unilaterally increased by City to a sum set forth by resolution of the Mayor and City Council. Lessee(s) further agrees that it shall pay the revised/increased rental amounts as required in this Agreement.
3. **LEASE TERM:** The term of this Lease is for a period of one year, from January 1 through December 31. If the Lease is entered into after January 1, then the Lease term shall be from the effective date until December 31 of that year.
4. **RENEWAL OF LEASE:** This Lease may be automatically and continuously renewed in one year increments upon both the payment of the Lease fee for the next year and the acceptance of said payment by the City. To renew the Lease the rental amount fee is to be paid by Lessee(s) to City on or before the due date as set forth in Paragraph 2. If Lessee(s) fails to pay the rental amount when due, City may serve a fifteen (15) day notice to pay or vacate the Hangar. Failure to pay the rental amount within said fifteen (15) day notice period shall, without action by City, terminate the Lease.

5. **STORAGE OF AIRCRAFT AND/OR EQUIPMENT ONLY:** Lessee(s) has rented the hangar space for the purpose of storing aircraft and/or aeronautical equipment and is prohibited from conducting any other use or activity on the Premises. Additionally, Lessee(s) shall not use the Premises for any commercial activity whatsoever, including, but not limited to, the offering of flight services to the general public, maintaining and repairing aircraft for the public, and storage of aircraft other than aircraft owned or leased by the Lessee(s).

(A) **HAZARDOUS MATERIALS:** Lessee(s) shall also refrain from storing any items or materials on the Premises which would violate local or national fire codes and shall not store any gasoline, combustible liquids, or hazardous materials in the above-described hangar. Upon notice to Lessee(s) of the violation of Paragraph 5(A), Lessee(s) shall immediately remove such conditions that violate the local and national fire codes or any gasoline, combustible liquids, or hazardous material on the Premises.

6. **SPECIFIED AIRCRAFT AND REGISTRATION:** This Lease is for hangaring of the following aircraft:

N <u>101EC</u>	N _____
Make <u>Mooney</u>	Make _____
Model <u>M20J</u>	Model _____
No. of Engines <u>1</u>	No. of Engines _____
Year <u>1978</u>	Year _____
No. of Seats <u>4</u>	No. of Seats _____

Lessee(s) (whether individual(s), partnership, LLC, or corporation) must have and maintain a majority legal ownership or majority leasehold interest in the above-described aircraft during the entire term of this Lease. Appropriate legal evidence of the Lessee(s) ownership or leasehold interest must be presented upon execution of this Lease and within ten (10) days following any change in Lessee(s) ownership or leasehold interest. Lessee(s) shall keep proof of aircraft ownership and appropriate/legal aircraft registration current with City. Evidence of proof of aircraft ownership and registration shall further be made available to City at any time upon demand of City and upon any renewal of this Lease as may be allowed herein.

7. **HANGAR DOORS, HANGAR LEFT UNATTENDED:** Lessee(s) hereby specifically agrees to keep the hangar door closed at all times other than during the times the Lessee(s) is moving aircraft in and out of the hangar space to avoid wind damage to the hangar. Lessee(s) shall not leave the hangar unattended for any period of time over sixty (60) minutes if the hangar door is open. Lessee(s) assumes and agrees to pay for any damage caused to the hangar if and when the hangar door is left open in violation of this provision. Failure to abide by this provision, whether or not damage occurs, will result in cancellation of this Agreement at City's discretion.

8. **FIRE EXTINGUISHER REQUIRED:** Lessee(s) shall maintain a fire extinguisher or extinguishers, in good operating condition, containing dry chemical or halon 1211-type extinguishing agents readily available within the hangar space. There shall be one such fire extinguisher for each seventy-five feet (75') of travel within the hangar space.
9. **NON-INTERFERENCE WITH OTHER AIRPORT USES:** Lessee(s) shall not exercise any privileges granted by this agreement in such a way as to interfere with or adversely affect the use, operation, maintenance, or development of the airport.
10. **CONDITION OF PREMISES:** Lessee(s), at Lessee(s) sole cost and expense, agrees to maintain, repair, and keep in good order, condition, and appearance, the Premises, including the hangar structure, and the improvements constructed thereon, in a safe, clean, and sanitary condition. Lessee is expressly prohibited from materially altering the hangar structure, floor, walls, exterior, or adjoining common use areas, or constructing any structure or facility within the hangar, without the expressed written consent of City. Lessee(s) agrees that at the expiration of the term of this Agreement Lessee(s) shall yield possession of Premises to City, without further demand or notice, in as good order and condition as when the Lease was entered into by the Lessee(s), excluding reasonable wear and tear. Lessee(s) shall repair any damage to the Premises occasioned by its use or the removal of Lessee(s) trade fixtures, furnishings, and equipment. Said repair shall include the patching and filling of holes and repair of structural damage.
11. **CITY NOT LIABLE FOR DAMAGE TO AIRCRAFT:** City shall not be liable for any damage to Lessee(s) aircraft, aeronautical equipment, or other property (personal or otherwise) while the same is stored or being moved to or from the hangar space.
12. **INDEMNITY AND INSURANCE REQUIRED:** City shall stand indemnified by Lessee(s) as herein provided. It is expressly understood by and between the parties hereto that Lessee(s) herein is, and shall be deemed to be, responsible to all parties for its respective acts and omissions and City shall in no way be responsible therefore. It is further agreed that in the use of the airport and Premises and the exercise or enjoyment of the privileges herein granted, Lessee(s) agrees to indemnify and hold harmless City, its employees, agents, officers, and volunteers, from any and all losses, damages, costs, expenses, liabilities, claims, demands, suits, attorney's fees, and judgements arising directly or indirectly from any negligence or manner related to Lessee(s) possession, occupancy, or use of the Premises.

Lessee(s) shall obtain an insurance policy in an amount of no less than One Million Dollars (\$1,000,000) per occurrence to cover general liability which shall name and endorse the "City of Columbus" as additionally insured on the certificate of insurance and endorsement. The minimum amounts of said insurance required may be increased at the sole discretion of City. Proof of insurance shall be submitted to the city clerk's office upon the execution of this Lease and shall remain in full force throughout the term of this Lease. Any certificate of insurance with accompanying endorsement(s) provided must cover the term of the Lease and be updated before

the expiration date. The certificate of insurance must list the owners or those having a leasehold interest in the aircraft as insured, as well as all authorized persons/pilots who would have access to the aircraft during the term of the Lease.

13. **CITY ACCESS TO HANGER:** City reserves the right to control access to the Premises in order to regulate the orderly and efficient operation of the airport. City and its designated agents, employees, and volunteers shall at all times have reasonable access to the Premises for the purpose of inspection and to determine compliance with the provisions of this Lease and the Rules and Regulations of Columbus Municipal Airport. Lessee(s) may lock the door to the hangar space in order to protect Lessee(s) property kept in the Premises; however, Lessee(s) shall provide a key for the lock to the airport manager who shall have the right of access to the Premises at all times.
14. **CITY IMPROVEMENTS:** City reserves the right, but it shall not be obligated to Lessee(s), to maintain and keep in repair all publicly owned facilities at Columbus Municipal Airport; and, further, to develop or improve the landing areas and air navigation facilities of Columbus Municipal Airport. Said improvements may be done at City's sole discretion and without interference or hindrance by Lessee(s). City's obligation for repairs or maintenance to the Premises shall extend only to maintain the hangar space in a fit and usable condition suitable for the purpose of hangaring aircraft.
15. **OBEYING RULES OF AIRPORT AND THE LAW:** Lessee(s) affirms that it has read and fully understands the Rules and Regulations of Columbus Municipal Airport. Lessee(s) acknowledges City may decide at its sole discretion to change or amend the Rules and Regulations of Columbus Municipal Airport. Lessee(s) and its employees and agents shall obey the rules and regulations adopted and amended by City or its authorized agents in charge of the airport. Lessee(s) and its employees and agents shall observe and obey regulations as may be promulgated by the United States, or any department or agency thereof, and by the State of Nebraska, as the same may relate to the privileges provided to Lessee(s) under this Agreement.
16. **NON-DISCRIMINATION:** Lessee(s) as part of the consideration of this agreement, does hereby covenant and agree that:
  - (A) No person on the grounds of race, creed, color, sex, disability or national origin shall be subjected to discrimination in the use of the facilities; and
  - (B) Lessee(s) shall use the hangar space in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Program of the Department of Transportation, and as said regulations may be amended.
17. **TAXATION:** In the event that the subject hangar space shall at any time become subject to taxation by virtue of this Agreement or the use thereof by Lessee(s), Lessee(s) shall pay such taxes as shall be attributable to such use before they become delinquent.

18. **NOTICES:** The parties expressly agree for the purposes of notice, including legal service of process during the term of this Agreement, the following named individuals shall be the authorized representatives of the parties:

- City: City of Columbus  
Columbus Municipal Airport  
Attn: Airport Manager  
PO Box 1677  
Columbus, NE 68602-1677
  
- Lessee(s): Dale Gasper  
1514 68th Street  
Columbus, NE 68601

or such other representative at such address as either party may designate by written notice to the other party in accordance with Paragraph 18. All notices, requests, demands, or other communications under this Agreement shall be in writing and shall be deemed to have been given the date of service if served personally on the party to whom notice is given; or, on the fourth (4<sup>th</sup>) day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered mail, or certified mail, with postage prepaid and properly addressed as shown above.

19. **DEFAULT:** City and Lessee(s) agree that every condition, covenant, and provision of this Lease is material and reasonable. Any breach by Lessee(s) of a condition, covenant, or provision of this Lease will constitute a material breach and a default of Lessee(s)' obligations under this Lease, including, but not limited to:

- (A) Failure of Lessee(s) to abide by any provision(s) of this Lease.
- (B) Abandonment of the property by Lessee(s).
- (C) Failure of Lessee(s) to make the rental payment as required under this Lease.
- (D) Failure of Lessee(s) to keep current or provide proof of aircraft ownership and registration.
- (E) Lessee(s), for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement.
- (F) Lessee(s) files a voluntary petition under the Bankruptcy Act of the United States, or is judged bankrupt under such act, or is the subject of a petition filed in federal or state court for the appointment of a trustee or receiver in bankruptcy or insolvency, or makes a general assignment for the benefit of creditors.
- (G) Violation of any of the Rules and Regulations of Columbus Municipal Airport by Lessee(s).
- (H) Discovery by City that any material information provided by Lessee(s) related to this Lease is/was materially false.
- (I) Unapproved or unauthorized transfer of any interest acquired under this Agreement by Lessee(s).
- (J) Use of Premises for unlawful purposes by Lessee(s).

- (K) Maintaining, committing, or permitting the maintenance or commission of a nuisance on the Premises by Lessee(s).
- (L) Occurrence of any other event described as constituting an "Event of Default" listed elsewhere in this Lease.

Upon a material breach and default, Lessee(s) shall be provided with written notice and demand to cure said material default(s). Said notice shall give the Lessee(s) fifteen (15) days after receipt of written notice to cure the material default(s).

20. **TERMINATION OF AGREEMENT:** This Agreement may be terminated either for cause by City or by the election of either party as follows:

(A) **TERMINATION FOR CAUSE:** In the event the Lessee(s) is in material default of this Lease as set forth in Paragraph 19, and such default is not cured within fifteen (15) days after receipt of written notice of default from City, then City at its sole discretion, may terminate this Lease effective immediately by written notice to Lessee(s). If Lessee(s) violates paragraph 5(A) regarding hazardous materials, and Lessee(s) does not immediately remove or cure such violations, then Lessee(s) is in immediate material breach and default of the Lease and the Lease is subject to immediate termination at City's sole discretion.

(B) **TERMINATION AT ELECTION OF THE PARTIES:** Either party may terminate this Agreement by providing to the other party at least thirty (30) days written notice of intent to terminate. This time frame may be waived by City at its sole discretion.

In the event of the termination as provided herein during a year in which the Lessee(s) has prepaid, the Lessee(s) shall receive a refund of a prorated portion of the advanced payment made under Paragraph 2.

Upon the Date of Termination, Lessee(s) shall vacate the Premises and immediately remove all property (including aircraft, aeronautical equipment, and all other property) from the Premises. If Lessee fails to vacate the Premises or fails to remove any and all property from the Premises, City may seek to reenter and recover possession of the Premises by any lawful means. City may also, at its election, dispose of any remaining property in the appropriate manner provided for by law, and charge all costs associated with such disposal to Lessee(s). City will deem any property remaining on the Premises as having been abandoned by Lessee(s).

21. **ASSIGNMENT OF LEASE:** Lessee(s) shall not have the right to sub-let, assign, transfer, or in any manner re-lease any part of the described Premises. Any attempts to do so without City's expressed written approval shall be null and void.
22. **GOVERNING LAW:** This Lease shall be governed by and construed in accordance with the laws of the City of Columbus, the State of Nebraska, and federal law. Lessee(s) shall comply with all said laws. By signing this Lease, City

and Lessee(s) hereby submit to personal and subject matter jurisdiction of the State of Nebraska in Platte County of any dispute between City and Lessee(s). To the extent possible, the parties waive their rights to a jury trial.

23. **BINDING EFFECT:** This Agreement shall extend to and be binding upon any heirs, personal representatives, successors, and assigns of the parties hereto.
24. **NON-WAIVER:** No waiver by City of any default or breach of this Agreement shall operate as a waiver of any other default or of the same default on a future occasion.
25. **SURVIVABILITY:** Invalidation of any one or more of the provisions of this Agreement by judgment or court order shall in no way affect any other provision(s) of the Agreement and all which other provisions shall remain in full force and effect.
26. **CAPTION HEADINGS:** Caption Headings in this Agreement are for convenience only and are not to be used to interpret or define the provisions of the Agreement.
27. **AUTHORIZATION:** Lessee(s) execution, delivery, and performance of this Agreement has been duly authorized by all necessary action by the Lessee(s) and does not conflict with, result in a violation of, or constitute a default under any provision of any agreement or other instrument binding upon the Lessee(s), with any law, regulation, or court order that is applicable to the Lessee(s) in any way.
28. **FULL INTEGRATION:** This is a fully integrated Agreement and supersedes any and all prior agreements, whether oral or written, between the parties; and, this Agreement embodies a full and complete understanding of the parties.

((intentionally left blank))

Recommended by:

COLUMBUS MUNICIPAL AIRPORT

Keith T Schademann 1/12/21  
Airport Manager Date

BOARD OF AIRPORT COMMISSIONERS

[Signature] 1/12/21  
Chair Date

Executed by:

CITY OF COLUMBUS, NEBRASKA

\_\_\_\_\_  
Mayor Date

Attest:

\_\_\_\_\_  
City Clerk Date

LESSEE(S)

Dale Gasper 12-29-20  
Signature Date

Jaime Gasper 12-29-2020  
Signature Date

Dale Gasper  
Printed Name

Jaime Gasper  
Printed Name

1514 68 St  
Address

1514 68th St, Columbus, NE  
Address

402-910-2062  
Phone Number

402-270-2229  
Phone Number

dgasper@loup.com  
Email

jgasperiroc@gmail.com  
Email

Jesse Casper 12-29-20  
Signature Date

Jesse Casper  
Printed Name

1514 68<sup>th</sup> St Columbus, NE  
Address

402-270-0950  
Phone Number

jesse\_gb@live.com  
Email

Nancy Casper 12-29-2020  
Signature Date

Nancy Casper  
Printed Name

1514 68<sup>th</sup> St. Columbus, NE  
Address

402-270-2219  
Phone Number

ngasper@sta.esu7.org  
Email

APPROVED AS TO FORM:

AVG  
CITY ATTORNEY

D. Resolution No. R21-04 authorizing payment of various improvement projects.

**RESOLUTION NO. R21-04**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO AUTHORIZE AND DIRECT THAT A CHECK BE ISSUED AND MADE PAYABLE TO THE RESPECTIVE CONTRACTOR(S) FOR LABOR, EQUIPMENT, AND MATERIALS FURNISHED FOR IMPROVEMENTS IN THE FOLLOWING DESIGNATED DISTRICTS AND PROJECTS WITHIN THE CITY OF COLUMBUS, ALL AS SET FORTH ON THE ATTACHED CERTIFICATES OF PROGRESS PREPARED BY THE RESPECTIVE SPECIAL ENGINEER, TO WIT: OBRIST & COMPANY, INC. – SEWER EXTENSION DISTRICT NO. 47; WATER EXTENSION DISTRICT NO. 64, DEER RUN ESTATES 23 STREET FROM 54 AVENUE TO SHADY LAKE ROAD - \$98,913.33.

WHEREAS, the mayor and council of the City of Columbus, Nebraska, hereby find and determine that pursuant to contract, labor, equipment, and materials have been furnished for improvements in the following designated districts and projects within said City, to wit:

Obrist & Company, Inc.

SED No. 47 WED No. 64, Deer Run  
Estates 23 St. from 54 Ave. to  
Shady Lake Road \$98,913.33

that the respective special engineer has prepared and filed with the city clerk a certificate of progress respecting said improvements, copies of which are attached and are hereby incorporated herein by reference and made a part hereof as if fully set forth herein; and that pursuant to said contract, the plans, specifications, and said certificate of progress, there is due the respective contractor on account the amount as set forth in the attached.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the said improvements in the aforesaid districts and projects and the respective certificate of progress be and are hereby accepted and adopted; that a check be issued and made payable to the respective contractor in the amount and in the manner as set forth in the respective certificate of progress; that each check shall be drawn on the appropriate and respective fund; that each check shall be redeemed and paid upon collection of special assessments and sale of various purpose bonds at the completion of each of said districts and projects.

INTRODUCED BY COUNCIL MEMBER \_\_\_\_\_

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
MAYOR

ATTEST:

APPROVED AS TO FORM:

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

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

# COPY



## Contractor's Application for Payment No.

	3
Applicator Period: 11/23/20-12/31/20	Application Date: 1/4/2021
From (Contractor): Obrist & Co., Inc.	Via (Engineer): Gilmore & Associates, Inc.
Contract: John Obrist	
Owner's Contract No.:	Engineer's Project No. 211.849

To (Owner): City of Columbus
Project: Sewer Extension District No. 47, Water Extension District No. 64, Columbus, Nebraska - 2019
Owner's Contract No.:

### Application For Payment Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY		
CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE.....	\$ 464,886.50
2. Net change by Change Orders.....	\$
3. Current Contract Price (Line 1 ± 2).....	\$ 464,886.50
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$ 442,896.50
5. RETAINAGE:	
a. 5% X \$464,886.50 Work Completed.....	\$ 23,244.33
b. X Stored Material.....	\$
c. Total Retainage (Line 5.a + Line 5.b).....	\$ 23,244.33
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 419,652.18
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 320,738.85
8. AMOUNT DUE THIS APPLICATION.....	\$ 98,913.33
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$ 44,744.33

<b>Contractor's Certification</b>	
<p>The undersigned Contractor certifies, to the best of its knowledge, the following:</p> <p>(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;</p> <p>(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and</p> <p>(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.</p>	
Contractor Signature	
By:	Date: 1-6-21

Payment of:	\$ 98,913.33	(Line 8 or other - attach explanation of the other amount)
is recommended by:		1-7-2021 (Date)
Payment of:	\$ 98,913.33	(Line 8 or other - attach explanation of the other amount)
is approved by:		1-11-2021 (Date)
Approved by:		Funding or Financing Entity (if applicable) (Date)

SED 500-500-57300-20090 #71,217.60  
WED 520-520-57300-20101 #27,645.73

E. Finance Department reports.

CASH SUMMARY BY FUND FOR CITY OF COLUMBUS

FROM 12/01/2020 TO 12/31/2020

FUND: ALL FUNDS

CASH AND INVESTMENT ACCOUNTS

Fund	Description	Beginning Balance 12/01/2020	Total Debits	Total Credits	Ending Balance 12/31/2020
100	GENERAL FUND	7,464,404.63	601,866.25	1,404,369.55	6,661,901.33
160	PLATTE CO LIBRARY SERVICE	77,850.70	2,116.23	6,541.46	73,425.47
189	PERPETUAL CARE	78,851.11	0.00	0.00	78,851.11
200	STREETS/ENGINEERING	1,279,822.95	288,593.22	708,881.41	859,534.76
205	AIRPORT	837,519.19	34,975.46	31,399.67	841,094.98
210	SALES TAX	8,736,592.42	450,297.47	0.00	9,186,889.89
211	1/2 CENT SALES TAX	5,216,356.33	205,499.48	5,675.20	5,416,180.61
220	COMMUNICATIONS - E911	(241,641.13)	133,550.85	101,432.80	(209,523.08)
221	COMMUNICATIONS - WIRELESS E911	(32,122.46)	7,399.49	3,937.57	(28,660.54)
225	COMMUNICATIONS-EC-911 EQUIPMENT	(4,432.46)	1,554.00	1,554.00	(4,432.46)
240	HOUSING REHAB & LOANS	88,303.64	30,216.14	1,858.86	116,660.92
250	ECONOMIC DEVL REUSE	669.24	0.00	0.00	669.24
260	PROGRESS AND JOBS GROWTH	1,668,673.76	43,653.90	3,000.00	1,709,327.66
270	KENO	938,036.26	0.00	0.00	938,036.26
400	DEBT SERVICE FUND	421,006.28	2,347.99	0.00	423,354.27
480	COMMUNITY REDEVL AUTH	117,778.54	0.00	73,662.20	44,116.34
500	UTILITY SERVICE	12,656,772.97	598,283.25	394,162.66	12,860,893.56
520	WATER	11,688,292.45	331,474.13	171,960.37	11,847,806.21
530	LOUP DISTRIBUTION	2,167,471.72	0.00	0.00	2,167,471.72
560	STORMWATER UTILITY	506,444.06	34,348.37	6,011.07	534,781.36
570	SOLID WASTE DIVISION	2,279,794.71	194,516.43	211,960.70	2,262,350.44
600	HEALTH INSURANCE	2,486,356.12	7,656.57	7,648.11	2,486,364.58
700	POLICE PENSION	59,813.48	0.00	0.00	59,813.48
710	FIRE PENSION	38,269.54	0.00	1,371.00	36,898.54
730	LICENSES TO SCHOOLS	9,510.00	430.00	0.00	9,940.00
740	LIBRARY FOUNDATION	2,558,890.17	0.00	0.00	2,558,890.17
745	LIBRARY ENDOWMENT	1,859,178.06	0.00	0.00	1,859,178.06
750	GERRARD PARK TRUST	144,558.94	0.00	0.00	144,558.94
999	PAYROLL CLEARING	(81,067.89)	792,890.32	761,225.39	(49,402.96)
	TOTAL - ALL FUNDS	63,021,953.33	3,761,669.55	3,896,652.02	62,886,970.86

F. Payroll and bills on file.

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02057 01/19/2021	A TO Z MESSAGING INVOICE	12441	ANSWERING SERVICE	105.00	
			Total:	105.00	
			Net of 1 Invoices / 0 Checks	105.00	
00116 01/19/2021	ACE HARDWARE & GARDEN CNT INVOICE	174168/5	GAS CAN	32.99	
01/19/2021	INVOICE	174254/5	NUTS. BOL.TS, SCREWS	1.18	
01/19/2021	INVOICE	174253/5	ICE MELT	31.98	
01/19/2021	INVOICE	174274/5	SPRAY BOTTLES, WINDSHIELD WASH	8.17	
01/19/2021	INVOICE	174285/5	GFI RECEPTACLES	47.98	
01/19/2021	INVOICE	174289/5	FLEXZLA HOSE	49.99	
01/19/2021	INVOICE	174305/5	TRASH CAN	24.60	
01/19/2021	INVOICE	174323/5	SPRAY LUBE, GORILLA GLUE, MAGNETS	18.06	
01/19/2021	INVOICE	174335/5	RUG CLEANER, LOCK LUBE	19.66	
01/19/2021	INVOICE	174394/5	NUTS, BOLTS, SCREWS	2.80	
01/19/2021	INVOICE	174402/5	PHONE CORD	26.98	
01/19/2021	INVOICE	174412/5	COVER OUTLET/BOX RECEPTACLE	4.48	
01/19/2021	INVOICE	174413/5	18G TOTE	7.99	
01/19/2021	INVOICE	174415/5	RETURN CREDIT - COVER OUTLET	(3.49)	
01/19/2021	INVOICE	174417/5	COVER OUTLET/PLUG	7.48	
01/19/2021	INVOICE	174423/5	SUPPLIES	8.79	
01/19/2021	INVOICE	174446/5	ROUGHNECK TOTE	9.99	
01/19/2021	INVOICE	174429/5	WATER FILTERS	31.99	
01/19/2021	INVOICE	174460/5	PROPANE	116.11	
			Total:	447.73	
			Net of 19 Invoices / 0 Checks	447.73	
03104 01/19/2021	ACE SANITATION SERVICE INC. INVOICE	4932 DEC20	DECEMBER GARBAGE SERVICE	39.00	
01/19/2021	INVOICE	4931 DEC20	DECEMBER GARBAGE SERVICE	39.00	
			Total:	78.00	
			Net of 2 Invoices / 0 Checks	78.00	
00180 01/19/2021	ADVANCE AUTO PARTS INVOICE	5606036481467	JB STIK, EPOXY	12.86	
01/19/2021	INVOICE	5606036367179	OIL FILTER	6.28	
01/19/2021	INVOICE	5606036367180	AIR FILTER	24.67	
01/19/2021	INVOICE	5606036567224	HYDRAULIC FLUID	97.50	
01/19/2021	INVOICE	5606100644869	FUEL FILTER #41	13.66	
01/19/2021	INVOICE	55606100667354	SPARK PLUG- UNIT 34	2.69	
			Total:	157.66	
			Net of 6 Invoices / 0 Checks	157.66	
02304 01/19/2021	ALPHAMEDIA USA LLC INVOICE	123120AQU	DECEMBER ADVERTISING	1,850.00	
			Total:	1,850.00	
			Net of 1 Invoices / 0 Checks	1,850.00	
10543 01/19/2021	AMERICAN FAMILY INVOICE	20-51587 5/24/20	REFUND OVERPAYMENT-PAMELA GUICO	858.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	858.00	
			Net of 1 Invoices / 0 Checks	858.00	
00278 01/19/2021	AWARDS & ENGRAVING INVOICE	7103	ENGRAVED TREE PLATES-GRAY, BAKER	49.25	
			Total:	49.25	
			Net of 1 Invoices / 0 Checks	49.25	
02706 01/19/2021	AXON ENTERPRISE INC. INVOICE	SI-1705842	NON-COND TRAINING SMART CARTRIDGES, TASER T	4,072.50	
			Total:	4,072.50	
			Net of 1 Invoices / 0 Checks	4,072.50	
10414 01/19/2021	B2 ENVIRONMENTAL INVOICE	25432	HAZARDOUS MATERIALS SURVEY-LIBRARY	3,850.00	
			Total:	3,850.00	
			Net of 1 Invoices / 0 Checks	3,850.00	
00461 01/19/2021	BEHLEN TOWING LLC INVOICE	24846	TOWING SERVICE	124.00	
01/19/2021	INVOICE	24906	TOWING SERVICE	90.00	
01/19/2021	INVOICE	24907	TOWING SERVICE	90.00	
01/19/2021	INVOICE	249410	TOWING SERVICE	90.00	
01/19/2021	INVOICE	25856	TOWING SERVICE	90.00	
01/19/2021	INVOICE	24921	TOWING SERVICE	90.00	
01/19/2021	INVOICE	24925	TOWING SERVICE	90.00	
			Total:	664.00	
			Net of 7 Invoices / 0 Checks	664.00	
02421 01/19/2021	BIBLIOTHECA LLC INVOICE	QUO-156355-M6J4	ECLLOUD ANNUAL SUBSCRIPTION	1,500.00	
			Total:	1,500.00	
			Net of 1 Invoices / 0 Checks	1,500.00	
03256 01/19/2021	BLACK HILLS ENERGY INVOICE	6007 1329 48	JAN21NATURAL GAS	2,900.98	
01/19/2021	INVOICE	6310 3990 85	JAN21NATURAL GAS	648.69	
01/19/2021	INVOICE	0815 1921 72	JAN21NATURAL GAS	623.36	
01/19/2021	INVOICE	8429 6210 02	JAN21NATURAL GAS	593.50	
01/19/2021	INVOICE	7063 3714 32	JAN21NATURAL GAS	353.81	
01/19/2021	INVOICE	5156 7873 42	JAN21NATURAL GAS	266.75	
01/19/2021	INVOICE	1450 5796 12	JAN21NATURAL GAS	205.91	
01/19/2021	INVOICE	7226 0844 98	JAN21NATURAL GAS	203.88	
01/19/2021	INVOICE	4447 5106 07	JAN21NATURAL GAS	133.41	
01/19/2021	INVOICE	5915 3548 20	JAN21NATURAL GAS	118.12	
01/19/2021	INVOICE	7504 0422 35	JAN21NATURAL GAS	115.48	
01/19/2021	INVOICE	0778 7198 98	JAN21NATURAL GAS	111.56	
01/19/2021	INVOICE	5317 1214 84	JAN21NATURAL GAS	110.88	
01/19/2021	INVOICE	3224 1153 18	JAN21NATURAL GAS	101.54	
01/19/2021	INVOICE	1164 9983 32	JAN2NATURAL GAS	99.91	
01/19/2021	INVOICE	5048 9157 09	JAN21NATURAL GAS	88.10	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01/19/2021	INVOICE	5389 9420 88	JAN21NATURAL GAS	69.02	
01/19/2021	INVOICE	4086 6115 74	JAN21NATURAL GAS	65.68	
01/19/2021	INVOICE	6942 7542 63	JAN21NATURAL GAS	62.58	
01/19/2021	INVOICE	9767 8260 47	JAN21NATURAL GAS	43.47	
01/19/2021	INVOICE	4665 9615 35	JAN21NATURAL GAS	40.14	
01/19/2021	INVOICE	3343 6679 78	JAN21NATURAL GAS	39.04	
Total:				6,995.81	
Net of 22 Invoices / 0 Checks				6,995.81	
01147	BLACKSTRAP INC				
01/19/2021	INVOICE	124205	ROAD SALT	1,651.00	
01/19/2021	INVOICE	124206	ROAD SALT	1,652.59	
Total:				3,303.59	
Net of 2 Invoices / 0 Checks				3,303.59	
02771	BLUE360 MEDIA LLC- LB413164				
01/19/2021	INVOICE	INV-201106-SG-0867	NE CRIMINAL & TRAFFICE LAW MANUAL	162.75	
Total:				162.75	
Net of 1 Invoices / 0 Checks				162.75	
00240	BOUND TREE MEDICAL LLC				
01/19/2021	INVOICE	83907200	CURAPLEX SUCTION KIT	128.32	
01/19/2021	INVOICE	83897281	OXYGEN REGULATOR	108.99	
01/19/2021	INVOICE	83899131	LANCETS, GOWNS	333.65	
01/19/2021	INVOICE	83899132	VITAL STATS NOTEBOOKS	77.85	
Total:				648.81	
Net of 4 Invoices / 0 Checks				648.81	
01770	BRUNKHORST ENGINE MACHINE & REBUILD				
01/19/2021	INVOICE	26589	HEAD CYLINDER GASKET	145.00	
Total:				145.00	
Net of 1 Invoices / 0 Checks				145.00	
10547	BVH ARCHITECTURE				
01/19/2021	INVOICE	39029	LIBRARY, CHILDRENS MUSEUM, CITY HALL	172,480.20	
Total:				172,480.20	
Net of 1 Invoices / 0 Checks				172,480.20	
02979	CAPITAL BUSINESS SYSTEMS				
01/19/2021	INVOICE	1036804	COPIER CONTRACT	47.00	
Total:				47.00	
Net of 1 Invoices / 0 Checks				47.00	
00091	CAROLINA SOFTWARE				
01/19/2021	INVOICE	77864	WASTEWORKS SOFTWARE SUPPORT	200.00	
Total:				200.00	
Net of 1 Invoices / 0 Checks				200.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03136	CENTRAL COMMUNITY COLLEGE				
01/19/2021	INVOICE	001782395	BASIC LIFE SUPPORT 12/21/20-5 STUDENTS	95.00	
01/19/2021	INVOICE	001782392	BASIC LIFE SUPPORT 12/7/20 - 9 STUDENTS	171.00	
01/19/2021	INVOICE	001782360	BASIC LIFE SUPPORT 12/14/20 - 2 STUDENTS	38.00	
01/19/2021	INVOICE	001782353	BASIC LIFE SUPPORT 12/17/20 - 2 STUDENTS	38.00	
01/19/2021	INVOICE	001782397	BASIC LIFE SUPPORT 12/15/20 - 4 STUDENTS	76.00	
01/19/2021	INVOICE	001793975	BASIC LIFE SUPPORT RENEWAL - PEREZ	19.00	
			Total:	437.00	
			Net of 6 Invoices / 0 Checks	437.00	
03137	CENTRAL PARTS & MACHINE				
01/19/2021	INVOICE	2725 001-421870	WINDSHIELD WASHER FLUID	15.97	
01/19/2021	INVOICE	2775 001-421791	GAUGE	4.86	
01/19/2021	INVOICE	2775 001-421723	OIL FILTER	22.24	
01/19/2021	INVOICE	2775 001-421119	SCOTCH-BRITE, 3M DISC PAD	34.50	
01/19/2021	INVOICE	2775 001-421035	STARTING FLUID	2.54	
01/19/2021	INVOICE	2725 001-421072	DEGREASER, SUPPLIES	28.66	
01/19/2021	INVOICE	2725 001-421068	PIG MAT	25.00	
01/19/2021	INVOICE	2875 001-421009	WASHER PUMP, PIGTAIL/SOCKET	28.31	
01/19/2021	INVOICE	2775 001-421286	OIL FILTER, PARTS FOR VERMEER	67.49	
01/19/2021	INVOICE	2775 001-421169	12V GARDEN TRACT BATTERY	43.90	
01/19/2021	INVOICE	2925 001-421008	GALLON AW32	16.95	
01/19/2021	INVOICE	2875 001-421612	WIRE SET, SPARK PLUGS	95.03	
01/19/2021	INVOICE	2875 001-421507	1DR X 1-1/16 STD	21.71	
01/19/2021	INVOICE	2875 001-421442	SURELOK+	15.40	
01/19/2021	INVOICE	2875 001-421344	COUPLING, HYDRAULIC HOSE	37.56	
01/19/2021	INVOICE	13270 001-421562	FILTER	14.29	
01/19/2021	INVOICE	2775 001-422006	MINI LAMPS	9.09	
01/19/2021	INVOICE	2775 001-421903	BOLTS, NUTS, WASHERS	7.16	
01/19/2021	INVOICE	2875 001-421911	ADJUSTERS	67.65	
			Total:	558.31	
			Net of 19 Invoices / 0 Checks	558.31	
01148	CENTURY LINK				
01/19/2021	INVOICE	402 D33-0443 046	E911 PHONE SERVICE	994.63	
			Total:	994.63	
			Net of 1 Invoices / 0 Checks	994.63	
00184	CITY OF NORTH PLATTE				
01/19/2021	INVOICE	010121COMMDEV	LICENSE 5602 RENEWAL-MASTER PLUMBER, GAS FI'	300.00	
			Total:	300.00	
			Net of 1 Invoices / 0 Checks	300.00	
01114	CIVIC PLUS				
01/19/2021	INVOICE	207977	ANNUAL STANDARD DEPT HEADER FEE/IMPLEMENTAT'	3,676.00	
01/19/2021	INVOICE	208007	ACTIVITIES SOFTWARE, TRAINING, IMPLEMENTATI'	23,871.00	
01/19/2021	INVOICE	207979	VIRTUAL CONSULTING	1,500.00	
			Total:	29,047.00	
			Net of 3 Invoices / 0 Checks	29,047.00	
00262	CLUB PROPHET SYSTEMS				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01/19/2021	INVOICE	402101012485	MONTHLY TEE SHEET	90.00	
			Total:	90.00	
			Net of 1 Invoices / 0 Checks	90.00	
02542	CNC REPAIR LLC				
01/19/2021	INVOICE	4149	OIL, FILTER, LUBE - VIN 0767	39.00	
01/19/2021	INVOICE	4158	OIL CHANGE, AIR FILTER - VIN 5402	52.95	
01/19/2021	INVOICE	4163	BRAKE REPAIR - VIN 6647	559.92	
01/19/2021	INVOICE	4171	BATTERY TEST AND REPLACE - VIN 4677	35.00	
01/19/2021	INVOICE	4180	BATTERY TENDER, INSTALL MAINTAINER - VIN 46'	128.37	
01/19/2021	INVOICE	4188	REPLACE RADIATOR - VIN 5969	508.20	
01/19/2021	INVOICE	4192	INCIDENT TRAILER MAINTENANCE - VIN 5613	81.46	
01/19/2021	INVOICE	4197	OIL CHANGE, TRANSMISSION SERVICE - VIN 1808	243.20	
01/19/2021	INVOICE	4206	GROUP 65 BATTERY - VIN 1272	171.82	
01/19/2021	INVOICE	4212	REPLACE SOLENOID - VIN 6648	232.32	
01/19/2021	INVOICE	4213	OPTIMA BATTERY - VIN 6648	429.53	
01/19/2021	INVOICE	4223	BATTERY TENDER, WIPER BLADES	167.23	
01/19/2021	INVOICE	4225	WIPER BLADES - VIN 3370	49.66	
01/19/2021	INVOICE	4230	WIPER BLADES - VIN 3309	19.90	
			Total:	2,718.56	
			Net of 14 Invoices / 0 Checks	2,718.56	
03140	COLUMBUS AREA CHAMBER OF				
01/19/2021	INVOICE	HEALTH	COLUMBUS BUCKS-PACE PROGRAM	1,380.00	
			Total:	1,380.00	
			Net of 1 Invoices / 0 Checks	1,380.00	
03141	COLUMBUS COMMUNITY HOSPITAL				
01/19/2021	INVOICE	10002274 DEC20	MEDICAL SUPPLIES	2,331.31	
			Total:	2,331.31	
			Net of 1 Invoices / 0 Checks	2,331.31	
00036	COLUMBUS CUSTOM EMBROIDERY				
01/19/2021	INVOICE	E36539	POLO-ECKHARDT	38.00	
			Total:	38.00	
			Net of 1 Invoices / 0 Checks	38.00	
01638	COLUMBUS FAMILY RESOURCE CTR				
01/19/2021	INVOICE	MONTHLY	MONTHLY LEASE PAYMENT	9,311.58	
			Total:	9,311.58	
			Net of 1 Invoices / 0 Checks	9,311.58	
01250	COMMONWEALTH ELECTRIC COMPANY				
01/19/2021	INVOICE	57146	INSTALL 2 TRAFFIC SIGNAL RADIO/GPS UNITS-HW'	14,911.00	
01/19/2021	INVOICE	57171	RUN CONDUIT, PULL WIRE, INSTAL BOXES AND OU'	679.77	
01/19/2021	INVOICE	57176	INSTALL CONDUIT, BOX, SWITCH AND POWER TO O:	300.35	
			Total:	15,891.12	
			Net of 3 Invoices / 0 Checks	15,891.12	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01081 01/19/2021	CONSOLIDATED MANAGEMENT CO INVOICE	219663	MEALS-DREIFURST, WHITE	123.08	
			Total:	123.08	
			Net of 1 Invoices / 0 Checks	123.08	
02718 01/19/2021	CORE & MAIN LP INVOICE	N418658	8 VALMATIC WAFER CHK VLV 1408	1,225.42	
			Total:	1,225.42	
			Net of 1 Invoices / 0 Checks	1,225.42	
03147 01/19/2021	CORNHUSKER PUBLIC POWER DIST INVOICE	415030005 JAN21	ELECTRICITY	41.80	
01/19/2021	INVOICE	415030001 JAN21	ELECTRICITY	104.92	
01/19/2021	INVOICE	415030006 JAN21	ELECTRICITY	183.95	
01/19/2021	INVOICE	415030008 JAN21	ELECTRICITY	170.95	
01/19/2021	INVOICE	415030007 JAN21	ELECTRICITY	254.70	
01/19/2021	INVOICE	415030009 JAN21	ELECTRICITY	155.65	
			Total:	911.97	
			Net of 6 Invoices / 0 Checks	911.97	
03149 01/19/2021	CULLIGAN OF COLUMBUS INVOICE	1332746	SALT PELLETS	63.85	
01/19/2021	INVOICE	246964	EQUIPMENT RENTAL	31.00	
01/19/2021	INVOICE	246994	EQUIPMENT RENTAL	35.00	
01/19/2021	INVOICE	247003	REVERSE OSMOSIS	60.00	
			Total:	189.85	
			Net of 4 Invoices / 0 Checks	189.85	
00061 01/19/2021	DALE JOHNSON TRUCKING INVOICE	34168	SNOW REMOVAL ON 12/29/20	1,912.50	
			Total:	1,912.50	
			Net of 1 Invoices / 0 Checks	1,912.50	
00568 01/19/2021	DTN LLC INVOICE	5875266	WEATHER SERVICE	786.00	
			Total:	786.00	
			Net of 1 Invoices / 0 Checks	786.00	
00374 01/19/2021	DUNBAR DOUGLAS INVOICE	123120CC	CREDIT CARD FEE REIMBURSEMENT	545.79	
01/19/2021	INVOICE	123120COMM	DECEMBER COMMISSIONS	101.42	
01/19/2021	INVOICE	010121GOLF	MONTHLY CONTRACT	6,498.00	
			Total:	7,145.21	
			Net of 3 Invoices / 0 Checks	7,145.21	
03158 01/19/2021	EAKES OFFICE SOLUTIONS INVOICE	8138307-0	DESK EXTENSION	593.00	
01/19/2021	INVOICE	8171736-0	FILES, REPORT COVERS	16.41	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	609.41	
			Net of 2 Invoices / 0 Checks	609.41	
MISC 01/19/2021	EARLEY BOB INVOICE	01/12/2021	UB refund for account: 100-11350-09	57.92	
			Total:	57.92	
			Net of 1 Invoices / 0 Checks	57.92	
00191 01/19/2021	ELECTRIC PUMP INC INVOICE	0890326-IN	O-RNG, STRAIN RELIEF ASSY	90.13	
			Total:	90.13	
			Net of 1 Invoices / 0 Checks	90.13	
01597 01/19/2021	ELECTRONIC ENGINEERING INVOICE	853003482-1	23 2-WAY RADIOS AND INSTALLATION/CONDUIT	2,633.45	
			Total:	2,633.45	
			Net of 1 Invoices / 0 Checks	2,633.45	
01390 01/19/2021	ERNST TOYOTA INVOICE	9066763/1	OIL CHANGE/ROTATE TIRES - 2017 TACOMA	82.55	
			Total:	82.55	
			Net of 1 Invoices / 0 Checks	82.55	
02891 01/19/2021	EXTREME GLASS INVOICE	4291	BACKGLASS FOR UNIT 56	290.15	
			Total:	290.15	
			Net of 1 Invoices / 0 Checks	290.15	
10548 01/19/2021	FAITH REGIONAL HEALTH SERVICES INVOICE	3500076565	PATIENT: LEE, WILLOW	932.00	
			Total:	932.00	
			Net of 1 Invoices / 0 Checks	932.00	
02851 01/19/2021	FARM PROGRESS LIMITED INVOICE	72943744	NEBRASKA FARMER SUBSCRIPTION	26.95	
			Total:	26.95	
			Net of 1 Invoices / 0 Checks	26.95	
00242 01/19/2021	FIRST NATIONAL BANK OMAHA INVOICE	57257	FAIRFIELD SUITES - CHICO LOZOS	392.00	
01/19/2021	INVOICE	123120ADMIN	OWH ONLINE SUBSCRIPTION MONTHLY FEE	7.58	
01/19/2021	INVOICE	123020COMMUN	SEASONED TIMES MONTHLY SUBSCRIPTION FEE	15.00	
01/19/2021	INVOICE	01642	NEFSMA MEMBERSHIP DUES - BOSWELL	35.00	
01/19/2021	INVOICE	01638	NEFSMA MEMBERSHIP DUES - BENCK	35.00	
01/19/2021	INVOICE	01620	NEFSMA MEMBERSHIP DUES - BOGUS	35.00	
01/19/2021	INVOICE	F44290/5	ACE HARDWARE- PADLOCK	20.32	
01/19/2021	INVOICE	832998	WALMART - LOCKS	27.48	
01/19/2021	INVOICE	16876320	GALLS - MOORE QM FACEMASK	5.83	
01/19/2021	INVOICE	708651	APCO INTERNATIONAL- 2021 DUES	72.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01/19/2021	INVOICE	300057308	NENA 9-1-1 MEMBERSHIP DUES 2021 - PENSICK	142.00	
01/19/2021	INVOICE	2023	COUNTYWIDE DIRECTORIES-PLATTE, BUTLER, POLK	250.00	
01/19/2021	INVOICE	158580B	EVIDENT - GLOVES	358.00	
01/19/2021	INVOICE	174463A	EVIDENT - NARK II SCVOTT COCAINE TESTS	131.34	
01/19/2021	INVOICE	4631767	WILLIAMSON-DICKIES - MILITARY KHAKI PANTS	106.96	
01/19/2021	INVOICE	122120GOLF	NEBRASKA TURF ASSOCIATION DUES	250.00	
01/19/2021	INVOICE	34776728	CRICUT SUBSCRIPTION	100.20	
01/19/2021	INVOICE	122420LIB	CONSTANT CONTACT	66.50	
01/19/2021	INVOICE	T43818015	TOKYO TREAT	10.95	
01/19/2021	INVOICE	02923-10730306	CANVA	119.40	
01/19/2021	INVOICE	123120AQ	AUTHORIZE.NET FEES	30.20	
01/19/2021	INVOICE	122320GOLF	NE TURFGRASS-LICENSE RENEWAL-RIEDMILLER	90.00	
01/19/2021	INVOICE	010421POST	POSTAGE FOR ILL	251.97	
01/19/2021	INVOICE	122220AQ	NEBRASKA TURFGRASS RENEWAL-MUNDIL	90.00	
01/19/2021	INVOICE	2986348	TECHSOUP-OFFICE STANDARD 2019 FOR COMPUTER :	273.00	
01/19/2021	INVOICE	2028744946	HOOTSUITE - COLUMBUS PLAY AND STAY	348.00	
01/19/2021	INVOICE	6913901	DAKTRONICS - MODULE REPAIR	525.00	
01/19/2021	INVOICE	122320PK	NEBRASKA TURFGRASS ASSOC - BOS	90.00	
01/19/2021	INVOICE	122220PK	NEBRASKA TURFGRASS ASSOC- KEEFOVER	90.00	
Total:				3,968.73	
Net of 29 Invoices / 0 Checks				3,968.73	
00217	FOREMAN LUMBER				
01/19/2021	INVOICE	81071	6X6 12' TREATED	131.00	
Total:				131.00	
Net of 1 Invoices / 0 Checks				131.00	
00169	FRONTIER				
01/19/2021	INVOICE	40256432010511932	PHONE SERVICE	388.67	
01/19/2021	INVOICE	30818801750912722	DECEMBER PHONE CHARGES	586.63	
01/19/2021	INVOICE	30818802060523942	E911 PHONE SERVICE	210.32	
01/19/2021	INVOICE	40256277850209002	NWP SERVICE	58.83	
01/19/2021	INVOICE	40256407170906192	ELEVATOR PHONE	55.21	
01/19/2021	INVOICE	40256407240114002	PHONE SERVICE	358.02	
Total:				1,657.68	
Net of 6 Invoices / 0 Checks				1,657.68	
03172	GALLS LLC				
01/19/2021	INVOICE	017243776	OPEN TOP STINGER HOLDER	79.82	
01/19/2021	INVOICE	017256092	ACCUMOLD ELITE ADJ RADIO HOLDER	39.90	
01/19/2021	INVOICE	017252842	LAWPRO COMMANDO SWEATER - ROMSHEK	23.73	
01/19/2021	INVOICE	017252842	LAWPRO COMMANDO SWEATER - BLACK	23.73	
01/19/2021	INVOICE	017252842	LAWPRO COMMANDO SWEATER - ALEXANDER	23.73	
01/19/2021	INVOICE	017252842	LAWPRO COMMANDO SWEATER - WANGLER	23.72	
01/19/2021	INVOICE	017323882	DUTY BELT-WANGLER	50.30	
01/19/2021	INVOICE	017266838	LEATHER BELT - VOLLERTSEN	23.49	
01/19/2021	INVOICE	017247261	CARGO PANT	89.22	
Total:				377.64	
Net of 9 Invoices / 0 Checks				377.64	
10549	GEORGE BUTLER ASSOCIATES INC.				
01/19/2021	INVOICE	60644	FLOOD MITIGATION BRIC GRANT ASSISTANCE	4,872.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	4,872.00	
			Net of 1 Invoices / 0 Checks	4,872.00	
00053 01/19/2021	GILMORE & ASSOCIATES INVOICE	37628	DEER RUN ESTATES-SED47, WED64	2,450.00	
			Total:	2,450.00	
			Net of 1 Invoices / 0 Checks	2,450.00	
00056 01/19/2021	GODFATHER'S PIZZA INVOICE	5415	PIZZAS FOR STREET DEPT	90.96	
			Total:	90.96	
			Net of 1 Invoices / 0 Checks	90.96	
10401 01/19/2021	GOLFNOW INVOICE	INV00032194	WESITE/EMAIL HOSTING - JAN 2021	175.00	
			Total:	175.00	
			Net of 1 Invoices / 0 Checks	175.00	
02075 01/19/2021	GREAT PLAINS COMMUNICATIONS INVOICE	996-426-0026	INTERNET SERVICE	310.00	
			Total:	310.00	
			Net of 1 Invoices / 0 Checks	310.00	
02709 01/19/2021	GREAT PLAINS UNIFORMS LLC INVOICE	224902	TACTICAL PANTS-SALAK	178.50	
			Total:	178.50	
			Net of 1 Invoices / 0 Checks	178.50	
MISC 01/19/2021	GROTELUESCHEN HILBERT INVOICE	01/14/2021	UB refund for account: 400-70330-02	22.99	
			Total:	22.99	
			Net of 1 Invoices / 0 Checks	22.99	
10494 01/19/2021	GUBBELS, DOUG INVOICE	MONTHLY	OPEN/CLOSE CEMETERY GATES	146.50	
			Total:	146.50	
			Net of 1 Invoices / 0 Checks	146.50	
02904 01/19/2021	GUNSLINGERS LLC INVOICE	10252	STREAMLIGHT TLR - HEESACKER	140.00	
01/19/2021	INVOICE	10252	STREAMLIGHT TLR - HOFFMAN	140.00	
01/19/2021	INVOICE	10252	STREAMLIGHT TLR - ANDERSON	140.00	
01/19/2021	INVOICE	10252	STREAMLIGHT TLR - HUNKE	140.00	
01/19/2021	INVOICE	10147	STREAMLIGHT TLR - DREIFURST	125.00	
			Total:	685.00	
			Net of 5 Invoices / 0 Checks	685.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03183 01/19/2021	HADLEY-BRAITHWAIT COMPANY INVOICE	220133	TOILET TISSUE, PAPER TOWELS	136.85	
			Total:	136.85	
			Net of 1 Invoices / 0 Checks	136.85	
10501 01/19/2021	HARLESS, JADE INVOICE	35738242	REIMBURSE BOMGAARS PURCHASE FOR CITY.	74.88	
			Total:	74.88	
			Net of 1 Invoices / 0 Checks	74.88	
03185 01/19/2021	HDR ENGINEERING INC INVOICE	1200317542	WWTF PHASE 4 IMPROVEMENTS	10,933.91	
			Total:	10,933.91	
			Net of 1 Invoices / 0 Checks	10,933.91	
01424 01/19/2021	HEARTLAND NATURAL GAS LLC INVOICE	83706	NATURAL GAS	163.33	
01/19/2021	INVOICE	83717	NATURAL GAS	127.02	
01/19/2021	INVOICE	83719	NATURAL GAS	1,298.25	
01/19/2021	INVOICE	83718	NATURAL GAS	1,178.72	
01/19/2021	INVOICE	83713	NATURAL GAS	1,770.84	
01/19/2021	INVOICE	83710	NATURAL GAS	64.29	
01/19/2021	INVOICE	83708	NATURAL GAS	471.01	
01/19/2021	INVOICE	83705	NATURAL GAS	113.22	
01/19/2021	INVOICE	83716	NATURAL GAS	659.57	
01/19/2021	INVOICE	83712	NATURAL GAS	1,993.73	
01/19/2021	INVOICE	83711	NATURAL GAS	149.13	
01/19/2021	INVOICE	83709	NATURAL GAS	0.40	
01/19/2021	INVOICE	83702	NATURAL GAS	134.92	
01/19/2021	INVOICE	83707	NATURAL GAS	74.17	
01/19/2021	INVOICE	83704	NATURAL GAS	339.26	
01/19/2021	INVOICE	83703	NATURAL GAS	1,155.05	
01/19/2021	INVOICE	83801	NATURAL GAS	178.71	
			Total:	9,871.62	
			Net of 17 Invoices / 0 Checks	9,871.62	
10297 01/19/2021	HERNANDEZ ESPERANZA INVOICE	123020LIBR	FALL SEMESTER 2020 EDUCATION REIMBURSEMENT	500.00	
			Total:	500.00	
			Net of 1 Invoices / 0 Checks	500.00	
10545 01/19/2021	HDK, LLC INVOICE	19-DTR-101 DD15A	19-DTR-101 DRAWDOWN #15A	1,897.50	
01/19/2021	INVOICE	19-DTR-101 DD11A	19-DTR-101 DRAWDOWN #11A	1,150.00	
			Total:	3,047.50	
			Net of 2 Invoices / 0 Checks	3,047.50	
01122 01/19/2021	HOA SOLUTIONS INC INVOICE	9370	SCREEN CONNECT HOSTING-2 LICENSES - 2021	250.00	
01/19/2021	INVOICE	9369	SCREEN CONNECT HOSTING - 2 LICENSES -2021	267.50	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	517.50	
			Net of 2 Invoices / 0 Checks	517.50	
00403 01/19/2021	HOWERTER MD MARK S INVOICE	MONHTLY	EMERGENCY MEDICAL DIRECTOR	616.00	
			Total:	616.00	
			Net of 1 Invoices / 0 Checks	616.00	
10550 01/19/2021	HYDRO INTERNATIONAL WASTEWATER INC. INVOICE	SIN-002239	SIDE SKIRT HEADROLL DRIVE SIDE, SKDE SKIRT 1	482.77	
			Total:	482.77	
			Net of 1 Invoices / 0 Checks	482.77	
02515 01/19/2021	IBM CORPORATION INVOICE	6809058385	MAAS360 DELUXE SUITE-CELL PHONE EMAIL ACCES:	2,917.22	
			Total:	2,917.22	
			Net of 1 Invoices / 0 Checks	2,917.22	
03194 01/19/2021	INGRAM LIBRARY SERVICES, INC INVOICE	50252942	MATERIALS	806.10	
01/19/2021	INVOICE	49965261	MATERIALS	1,365.31	
01/19/2021	INVOICE	50402824	MATERIALS	14.49	
01/19/2021	INVOICE	50414788	MATERIALS	74.43	
01/19/2021	INVOICE	50498828	MATERIALS	167.50	
01/19/2021	INVOICE	50528935	MATERIALS	46.32	
			Total:	2,474.15	
			Net of 6 Invoices / 0 Checks	2,474.15	
03195 01/19/2021	INSURANCE SERVICES OF COLUMBUS INVOICE	3473	ANNUAL BOND RENEWAL - POLICY 05334455	100.00	
			Total:	100.00	
			Net of 1 Invoices / 0 Checks	100.00	
01375 01/19/2021	INTERNATIONAL CODE COUNCIL INC INVOICE	1001283631	PUBLICATIONS	493.10	
			Total:	493.10	
			Net of 1 Invoices / 0 Checks	493.10	
02554 01/19/2021	INTERSTATE BATTERY SYSTEM INVOICE	210078443	MTO-780T BATTERY	102.95	
			Total:	102.95	
			Net of 1 Invoices / 0 Checks	102.95	
03199 01/19/2021	JACKSON SERVICES INC INVOICE	4452582	MAT	22.48	
01/19/2021	INVOICE	4454318	MATS	12.50	
01/19/2021	INVOICE	4454317	UNIFORMS	133.32	
01/19/2021	INVOICE	4454316	MATS, TOWELS	34.97	
01/19/2021	INVOICE	4454325	UNIFORMS	100.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01/19/2021	INVOICE	4454315	UNIFORMS	297.25	
01/19/2021	INVOICE	4456754	MATS	57.69	
01/19/2021	INVOICE	4456737	UNIFORMS	16.45	
01/19/2021	INVOICE	4454326	UNIFORMS	90.81	
01/19/2021	INVOICE	4454327	MAT	2.81	
01/19/2021	INVOICE	4458497	MATS, TOWELS, UNIFORMS	128.14	
01/19/2021	INVOICE	4456738	MOPS, UNIFORMS	46.37	
01/19/2021	INVOICE	4458486	UNIFORMS	297.25	
01/19/2021	INVOICE	4457684	MAT/SCRAPERS	32.88	
01/19/2021	INVOICE	4458488	UNIFORMS	133.32	
01/19/2021	INVOICE	4458487	MOPS, MATS	29.81	
01/19/2021	INVOICE	4458489	MOP AND MAT	7.33	
01/19/2021	INVOICE	4461015	UNIFORMS	16.45	
01/19/2021	INVOICE	4461905	MAT, UNIFORMS	50.32	
Total:				1,510.15	
Net of 19 Invoices / 0 Checks				1,510.15	
10546	JMGC PROPERTIES, LLC				
01/19/2021	INVOICE	19-DTR-101 DD16	19-DTR-101 DRAWDOWN #16	7,153.17	
Total:				7,153.17	
Net of 1 Invoices / 0 Checks				7,153.17	
03206	KOCH EXCAVATING CO INC				
01/19/2021	INVOICE	25601	HAUL SNOW	2,430.00	
Total:				2,430.00	
Net of 1 Invoices / 0 Checks				2,430.00	
02236	LANGUAGE LINE SERVICES INC				
01/19/2021	INVOICE	10150434	DECEMBER INTERPRETING CHARGES	106.31	
01/19/2021	INVOICE	10151564	INTERPRETING SERVICES	6.71	
Total:				113.02	
Net of 2 Invoices / 0 Checks				113.02	
01183	LARM (LEAGUE ASSOCIATION OF				
01/19/2021	INVOICE	LARP10342A1	REFUND OVERPAYMENT ON 2020 SILVERADO-WATER I	157.46	
Total:				157.46	
Net of 1 Invoices / 0 Checks				157.46	
03210	LEAGUE OF NEBR MUNICIPALITIES				
01/19/2021	INVOICE	0221FINANCE	2021 VIRTUAL CONFERENCE REGISTRATION-LINDSLI	395.00	
Total:				395.00	
Net of 1 Invoices / 0 Checks				395.00	
10229	LINGO				
01/19/2021	INVOICE	1186136657	MONTHLY SERVICE	51.65	
Total:				51.65	
Net of 1 Invoices / 0 Checks				51.65	
00013	LOGAN CONTRACTORS SUPPLY INC				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01/19/2021	INVOICE	Q16904	4 PALLETS LOT #W24542	5,040.00	
			Total:	5,040.00	
			Net of 1 Invoices / 0 Checks	5,040.00	
03214	LOUP POWER DISTRICT				
01/19/2021	INVOICE	169122 JAN21	ELECTRICITY	1,390.50	
01/19/2021	INVOICE	400016 JAN21	ELECTRICITY	98.07	
01/19/2021	INVOICE	400046 JAN21	ELECTRICITY	66.81	
01/19/2021	INVOICE	400031 JAN21	ELECTRICITY	146.32	
01/19/2021	INVOICE	400033 JAN21	ELECTRICITY	141.33	
01/19/2021	INVOICE	400037 JAN21	ELECTRICITY	54.89	
01/19/2021	INVOICE	400042 JAN21	ELECTRICITY	35.58	
01/19/2021	INVOICE	400089 JAN21	ELECTRICITY	868.50	
01/19/2021	INVOICE	169003 JAN21	ELECTRICITY	27.35	
01/19/2021	INVOICE	169004 JAN21	ELECTRICITY	852.00	
01/19/2021	INVOICE	169005 JAN21	ELECTRICITY	201.45	
01/19/2021	INVOICE	169008 JAN21	ELECTRICITY	27.84	
01/19/2021	INVOICE	169009 JAN21	ELECTRICITY	28.33	
01/19/2021	INVOICE	169011 JAN21	ELECTRICITY	59.80	
01/19/2021	INVOICE	169016 JAN21	ELECTRICITY	338.40	
01/19/2021	INVOICE	169017 JAN21	ELECTRICITY	25.00	
01/19/2021	INVOICE	169019 JAN21	ELECTRICITY	72.55	
01/19/2021	INVOICE	169020 JAN21	ELECTRICITY	9.06	
01/19/2021	INVOICE	169022 JAN21	ELECTRICITY	25.49	
01/19/2021	INVOICE	169023 JAN21	ELECTRICITY	238.28	
01/19/2021	INVOICE	169024 JAN21	ELECTRICITY	52.95	
01/19/2021	INVOICE	169026 JAN21	ELECTRICITY	112.00	
01/19/2021	INVOICE	169027 JAN21	ELECTRICITY	9.06	
01/19/2021	INVOICE	169028 JAN21	ELECTRICITY	407.33	
01/19/2021	INVOICE	169029 JAN21	ELECTRICITY	470.49	
01/19/2021	INVOICE	169030 JAN21	ELECTRICITY	173.03	
01/19/2021	INVOICE	169031 JAN21	ELECTRICITY	40.02	
01/19/2021	INVOICE	169033 JAN21	ELECTRICITY	34.72	
01/19/2021	INVOICE	169034 JAN21	ELECTRICITY	25.49	
01/19/2021	INVOICE	169035 JAN21	ELECTRICITY	25.59	
01/19/2021	INVOICE	169036 JAN21	ELECTRICITY	144.49	
01/19/2021	INVOICE	169038 JAN21	ELECTRICITY	4,566.24	
01/19/2021	INVOICE	169039 JAN21	ELECTRICITY	37.84	
01/19/2021	INVOICE	169041 JAN21	ELECTRICITY	39.70	
01/19/2021	INVOICE	169042 JAN21	ELECTRICITY	336.53	
01/19/2021	INVOICE	169043 JAN21	ELECTRICITY	41.17	
01/19/2021	INVOICE	169044 JAN21	ELECTRICITY	41.27	
01/19/2021	INVOICE	169045 JAN21	ELECTRICITY	40.97	
01/19/2021	INVOICE	169046 JAN21	ELECTRICITY	59.03	
01/19/2021	INVOICE	169048 JAN21	ELECTRICITY	83.11	
01/19/2021	INVOICE	169050 JAN21	ELECTRICITY	141.87	
01/19/2021	INVOICE	169051 JAN21	ELECTRICITY	25.49	
01/19/2021	INVOICE	169053 JAN21	ELECTRICITY	37.88	
01/19/2021	INVOICE	169055 JAN21	ELECTRICITY	25.59	
01/19/2021	INVOICE	169056 JAN21	ELECTRICITY	41.86	
01/19/2021	INVOICE	169057 JAN21	ELECTRICITY	25.59	
01/19/2021	INVOICE	169058 JAN21	ELECTRICITY	43.03	
01/19/2021	INVOICE	169060 JAN21	ELECTRICITY	28.14	
01/19/2021	INVOICE	169061 JAN21	ELECTRICITY	32.06	
01/19/2021	INVOICE	169062 JAN21	ELECTRICITY	154.70	
01/19/2021	INVOICE	169064 JAN21	ELECTRICITY	39.50	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01/19/2021	INVOICE	169065 JAN21	ELECTRICITY	1,098.00	
01/19/2021	INVOICE	169066 JAN21	ELECTRICITY	58.71	
01/19/2021	INVOICE	169067 JAN21	ELECTRICITY	2,052.00	
01/19/2021	INVOICE	169068 JAN21	ELECTRICITY	2,826.00	
01/19/2021	INVOICE	169069 JAN21	ELECTRICITY	36.00	
01/19/2021	INVOICE	169071 JAN21	ELECTRICITY	2,705.55	
01/19/2021	INVOICE	169072 JAN21	ELECTRICITY	250.00	
01/19/2021	INVOICE	169073 JAN21	ELECTRICITY	38.82	
01/19/2021	INVOICE	169074 JAN21	ELECTRICITY	30.49	
01/19/2021	INVOICE	169077 JAN21	ELECTRICITY	25.69	
01/19/2021	INVOICE	169080 JAN21	ELECTRICITY	126.06	
01/19/2021	INVOICE	169081 JAN21	ELECTRICITY	37.94	
01/19/2021	INVOICE	169082 JAN21	ELECTRICITY	105.78	
01/19/2021	INVOICE	169083 JAN21	ELECTRICITY	592.49	
01/19/2021	INVOICE	169084 JAN21	ELECTRICITY	812.77	
01/19/2021	INVOICE	169085 JAN21	ELECTRICITY	797.58	
01/19/2021	INVOICE	169086 JAN21	ELECTRICITY	1,207.76	
01/19/2021	INVOICE	169087 JAN21	ELECTRICITY	104.15	
01/19/2021	INVOICE	169089 JAN21	ELECTRICITY	35.68	
01/19/2021	INVOICE	169090 JAN21	ELECTRICITY	38.33	
01/19/2021	INVOICE	169091 JAN21	ELECTRICITY	86.86	
01/19/2021	INVOICE	169092 JAN21	ELECTRICITY	54.82	
01/19/2021	INVOICE	169093 JAN21	ELECTRICITY	63.45	
01/19/2021	INVOICE	169094 JAN21	ELECTRICITY	56.90	
01/19/2021	INVOICE	169096 JAN21	ELECTRICITY	459.06	
01/19/2021	INVOICE	169097 JAN21	ELECTRICITY	27.94	
01/19/2021	INVOICE	169098 JAN21	ELECTRICITY	31.67	
01/19/2021	INVOICE	169099 JAN21	ELECTRICITY	25.49	
01/19/2021	INVOICE	169107 JAN21	ELECTRICITY	109.03	
01/19/2021	INVOICE	169112 JAN21	ELECTRICITY	107.61	
01/19/2021	INVOICE	400001 JAN21	ELECTRICITY	343.48	
01/19/2021	INVOICE	400002 JAN21	ELECTRICITY	243.41	
01/19/2021	INVOICE	400003 JAN21	ELECTRICITY	227.05	
01/19/2021	INVOICE	400004 JAN21	ELECTRICITY	354.39	
01/19/2021	INVOICE	400005 JAN21	ELECTRICITY	27.65	
01/19/2021	INVOICE	400006 JAN21	ELECTRICITY	25.49	
01/19/2021	INVOICE	400007 JAN21	ELECTRICITY	25.00	
01/19/2021	INVOICE	400008 JAN21	ELECTRICITY	26.18	
01/19/2021	INVOICE	400009 JAN21	ELECTRICITY	49.70	
01/19/2021	INVOICE	169126 JAN21	ELECTRICITY - NEW IMPOUND LOT	25.00	
01/19/2021	INVOICE	169015 JAN21	ELECTRICITY -NOV/DEC 2020	218.12	
01/19/2021	INVOICE	169116 JAN21	ELECTRICITY	73.91	
01/19/2021	INVOICE	169120 JAN21	ELECTRICITY	882.00	
01/19/2021	INVOICE	169018 JAN21	ELECTRICITY	6.28	
01/19/2021	INVOICE	169118 JAN21	ELECTRICITY	59.99	
01/19/2021	INVOICE	169125 JAN21	ELECTRICITY	44.43	
01/19/2021	INVOICE	169123 JAN21	ELECTRICITY	57.34	
01/19/2021	INVOICE	169124 JAN21	ELECTRICITY	70.18	
01/19/2021	INVOICE	400064 JAN21	ELECTRICITY	85.49	
01/19/2021	INVOICE	400066 JAN21	ELECTRICITY	54.51	
01/19/2021	INVOICE	400097 JAN21	ELECTRICITY	334.26	
01/19/2021	INVOICE	169014 JAN21	ELECTRICITY - SEPT-DEC 20	3,954.16	
01/19/2021	INVOICE	169049 JAN21	ELECTRICITY - SEPT/OCT BILLING	342.75	
01/19/2021	INVOICE	169121 JAN21	ELECTRICITY	4,170.00	
01/19/2021	INVOICE	400010 JAN21	ELECTRICITY	33.23	
01/19/2021	INVOICE	400011 JAN21	ELECTRICITY	29.21	
01/19/2021	INVOICE	400012 JAN21	ELECTRICITY	30.49	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01/19/2021	INVOICE	400013 JAN21	ELECTRICITY	48.52	
01/19/2021	INVOICE	400015 JAN21	ELECTRICITY	423.10	
01/19/2021	INVOICE	400017 JAN21	ELECTRICITY	47.15	
01/19/2021	INVOICE	400018 JAN21	ELECTRICITY	40.29	
01/19/2021	INVOICE	400019 JAN21	ELECTRICITY	25.00	
01/19/2021	INVOICE	400020 JAN21	ELECTRICITY	762.00	
01/19/2021	INVOICE	400023 JAN21	ELECTRICITY	72.04	
01/19/2021	INVOICE	400024 JAN21	ELECTRICITY	77.14	
01/19/2021	INVOICE	400025 JAN21	ELECTRICITY	220.50	
01/19/2021	INVOICE	400026 JAN21	ELECTRICITY	25.59	
01/19/2021	INVOICE	400028 JAN21	ELECTRICITY	41.89	
01/19/2021	INVOICE	400029 JAN21	ELECTRICITY	79.02	
01/19/2021	INVOICE	400030 JAN21	ELECTRICITY	36.17	
01/19/2021	INVOICE	400032 JAN21	ELECTRICITY	94.37	
01/19/2021	INVOICE	400034 JAN21	ELECTRICITY	25.78	
01/19/2021	INVOICE	400036 JAN21	ELECTRICITY	454.53	
01/19/2021	INVOICE	400039 JAN21	ELECTRICITY	83.86	
01/19/2021	INVOICE	400040 JAN21	ELECTRICITY	26,455.03	
01/19/2021	INVOICE	400041 JAN21	ELECTRICITY	38.52	
01/19/2021	INVOICE	400044 JAN21	ELECTRICITY	75.22	
01/19/2021	INVOICE	400045 JAN21	ELECTRICITY	62.73	
01/19/2021	INVOICE	400047 JAN21	ELECTRICITY	1,230.55	
01/19/2021	INVOICE	400048 JAN21	ELECTRICITY	36.00	
01/19/2021	INVOICE	400049 JAN21	ELECTRICITY	36.39	
01/19/2021	INVOICE	400051 JAN21	ELECTRICITY	58.91	
01/19/2021	INVOICE	400052 JAN21	ELECTRICITY	28.72	
01/19/2021	INVOICE	400054 JAN21	ELECTRICITY	25.00	
01/19/2021	INVOICE	400055 JAN21	ELECTRICITY	25.00	
01/19/2021	INVOICE	400057 JAN21	ELECTRICITY	36.39	
01/19/2021	INVOICE	400058 JAN21	ELECTRICITY	417.00	
01/19/2021	INVOICE	400059 JAN21	ELECTRICITY	182.38	
01/19/2021	INVOICE	400060 JAN21	ELECTRICITY	10,110.10	
01/19/2021	INVOICE	400061 JAN21	ELECTRICITY	34.02	
01/19/2021	INVOICE	400062 JAN21	ELECTRICITY	34.21	
01/19/2021	INVOICE	400063 JAN21	ELECTRICITY	44.99	
01/19/2021	INVOICE	400068 JAN21	ELECTRICITY	54.89	
01/19/2021	INVOICE	400069 JAN21	ELECTRICITY	70.98	
01/19/2021	INVOICE	400070 JAN21	ELECTRICITY	1,527.23	
01/19/2021	INVOICE	400071 JAN21	ELECTRICITY	47.44	
01/19/2021	INVOICE	400072 JAN21	ELECTRICITY	35.19	
01/19/2021	INVOICE	400073 JAN21	ELECTRICITY	51.17	
01/19/2021	INVOICE	400075 JAN21	ELECTRICITY	39.31	
01/19/2021	INVOICE	400076 JAN21	ELECTRICITY	33.62	
01/19/2021	INVOICE	400077 JAN21	ELECTRICITY	29.31	
01/19/2021	INVOICE	400078 JAN21	ELECTRICITY	25.00	
01/19/2021	INVOICE	400079 JAN21	ELECTRICITY	197.98	
01/19/2021	INVOICE	400080 JAN21	ELECTRICITY	155.85	
01/19/2021	INVOICE	400081 JAN21	ELECTRICITY	139.10	
01/19/2021	INVOICE	400083 JAN21	ELECTRICITY	62.44	
01/19/2021	INVOICE	400084 JAN21	ELECTRICITY	67.63	
01/19/2021	INVOICE	400085 JAN21	ELECTRICITY	25.00	
01/19/2021	INVOICE	400091 JAN21	ELECTRICITY	170.11	
01/19/2021	INVOICE	400092 JAN21	ELECTRICITY	28.63	
01/19/2021	INVOICE	400093 JAN21	ELECTRICITY	39.99	
01/19/2021	INVOICE	400094 JAN21	ELECTRICITY	161.49	
01/19/2021	INVOICE	400095 JAN21	ELECTRICITY	160.47	
01/19/2021	INVOICE	400096 JAN21	ELECTRICITY	1,308.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01/19/2021	INVOICE	169047 JAN21	ELECTRICITY	25.59	
			Total:	83,785.15	
			Net of 166 Invoices / 0 Checks	83,785.15	
02806	MACQUEEN EQUIPMENT				
01/19/2021	INVOICE	P06840	D-STRIP-MAIN BROOM - UNIT 28	1,331.41	
01/19/2021	INVOICE	W01889	REPAIRS ON ELGIN PELICAN NP STOCK #C001323	23,689.78	
			Total:	25,021.19	
			Net of 2 Invoices / 0 Checks	25,021.19	
00401	MAIL PREP ETC				
01/19/2021	INVOICE	2594	WATER STATEMENTS, DAILY MAIL	4,267.55	
			Total:	4,267.55	
			Net of 1 Invoices / 0 Checks	4,267.55	
03217	MAILBOX				
01/19/2021	INVOICE	108450	NLETC POLICE TESTIING-SHIPPING	10.10	
			Total:	10.10	
			Net of 1 Invoices / 0 Checks	10.10	
02578	MARLEY'S ELECTRIC-CCE				
01/19/2021	INVOICE	15082	INSTALL 220V OUTLET FOR BOOKMOBILE	425.00	
01/19/2021	INVOICE	15007	WIRE NEW POWER WASHER	1,122.16	
			Total:	1,547.16	
			Net of 2 Invoices / 0 Checks	1,547.16	
03212	MATHESON-LINWELD				
01/19/2021	INVOICE	51735879	OXYGEN	25.11	
			Total:	25.11	
			Net of 1 Invoices / 0 Checks	25.11	
03220	MENARDS				
01/19/2021	INVOICE	31420	ICE MELT	49.90	
01/19/2021	INVOICE	31593	SLATWALL HOOKS, METAL INSERT	82.17	
01/19/2021	INVOICE	31585	S-HOOK, POLY ROPE	6.98	
01/19/2021	INVOICE	31778	140W INVERTER W/ DUAL USB	24.99	
01/19/2021	INVOICE	31781	CREDIT FOR 140W INVERTER W/ DUAL USB	(24.99)	
01/19/2021	INVOICE	31768	PVC SUPPLIES, BUNGEEES	119.51	
01/19/2021	INVOICE	31775	SUPPLIES	34.88	
01/19/2021	INVOICE	31856	POLYCRYLIC FINISH	17.96	
01/19/2021	INVOICE	32203	SUPPLIES	42.70	
01/19/2021	INVOICE	32183	CLEANING SUPPLIES	53.98	
01/19/2021	INVOICE	32184	55GAL/15CT IRONHOLD CONTR	10.19	
01/19/2021	INVOICE	32189	TRASH BAGS	12.14	
01/19/2021	INVOICE	32180	FOREARM FORKLIFT	19.99	
01/19/2021	INVOICE	32026	CORD, SWING HOOK, BAR KEEPER	31.27	
01/19/2021	INVOICE	32114	44GAL TRASH CAN	39.99	
01/19/2021	INVOICE	32065	WINDOW CLEANER, BUCKET	77.96	
			Total:	599.62	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 16 Invoices / 0 Checks	599.62	
03224 01/19/2021	MIDWEST LABORATORIES INC INVOICE	1021874	SUPPLIES, SHIPPING CHARGES	90.75	
			Total:	90.75	
			Net of 1 Invoices / 0 Checks	90.75	
00487 01/19/2021 01/19/2021	MIDWEST TAPE LLC INVOICE INVOICE	99865381 99865383	MATERIALS MATERIALS	129.96 22.49	
			Total:	152.45	
			Net of 2 Invoices / 0 Checks	152.45	
00463 01/19/2021 01/19/2021 01/19/2021 01/19/2021 01/19/2021 01/19/2021 01/19/2021 01/19/2021	MIKE'S TOWING INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE	10372 10383 10393 10418 10425 10432 10450 10460	TOWING SERVICE TOWING SERVICE TOWING SERVICE TOWING SERVICE TOWING SERVICE TOWING SERVICE TOWING SERVICE LIGHT DUTY ACCIDENT FEE/ABSORBENT	90.00 90.00 125.00 90.00 90.00 90.00 90.00 159.00	
			Total:	824.00	
			Net of 8 Invoices / 0 Checks	824.00	
02550 01/19/2021	MITCHELL1 INVOICE	25396543	SHOPKEY SUBSCRIPTON	2,472.28	
			Total:	2,472.28	
			Net of 1 Invoices / 0 Checks	2,472.28	
00263 01/19/2021	MTM RECOGNITION INVOICE	6045553	CURX HYDRATION PACK/LOONTJER	97.28	
			Total:	97.28	
			Net of 1 Invoices / 0 Checks	97.28	
00210 01/19/2021	MUNICIPAL PIPE TOOL CO LLC INVOICE	31942	CABLE ASSY-SEWER CAMERA	266.18	
			Total:	266.18	
			Net of 1 Invoices / 0 Checks	266.18	
10225 01/19/2021 01/19/2021	NAPA AUTO PARTS OF COLUMBUS INVOICE INVOICE	692692 692402	V-BELTS, GREASE COUPLING V-BELT	72.71 11.15	
			Total:	83.86	
			Net of 2 Invoices / 0 Checks	83.86	
00239 01/19/2021 01/19/2021	NEBRASKA HARVESTORE SYSTEMS INVOICE INVOICE	8862 8916	AIR FILTER SPRING COIL, DISC, HYD FLUID	25.59 363.14	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	388.73	
			Net of 2 Invoices / 0 Checks	388.73	
03234 01/19/2021	NEBRASKA LIBRARY COMMISSION INVOICE	30425	PROQUEST ANCESTRY SUBSCRIPTION - 2021	1,352.00	
			Total:	1,352.00	
			Net of 1 Invoices / 0 Checks	1,352.00	
02625 01/19/2021	NEBRASKA TOTAL CARE INVOICE	20-80096 8/3/20	REFUND OVERPAYMENT - MARIE L CISNEROS	341.25	
			Total:	341.25	
			Net of 1 Invoices / 0 Checks	341.25	
00259 01/19/2021	NIEMANN'S PORT-A-POT LLC INVOICE	14258	PORTABLE RENTALS	40.00	
			Total:	40.00	
			Net of 1 Invoices / 0 Checks	40.00	
03246 01/19/2021	NORTHEAST NEBRASKA ECONOMIC INVOICE	19-DTR-101 DD 15	19-DTR-101 DRAWDOWN #15	420.00	
			Total:	420.00	
			Net of 1 Invoices / 0 Checks	420.00	
03245 01/19/2021	NORTHEAST NEBRASKA SOLID INVOICE	123120TRSFR	DECEMBER CHARGES	56,853.65	
			Total:	56,853.65	
			Net of 1 Invoices / 0 Checks	56,853.65	
03247 01/19/2021	NORTHWEST ELECTRIC LLC INVOICE	711445	INSTALL NEW FLOAT SET, TRANSFORMER, PARTS	804.05	
01/19/2021	INVOICE	211639	TRANSFORMER OIL/LUBE	26.91	
			Total:	830.96	
			Net of 2 Invoices / 0 Checks	830.96	
00350 01/19/2021	NOSWETT FENCING INC INVOICE	12013	INSTALL FENCE-IMPOUND LOT	32,400.00	
			Total:	32,400.00	
			Net of 1 Invoices / 0 Checks	32,400.00	
00358 01/19/2021	OBRIST & CO INC INVOICE	3	SED47, WED64	98,913.33	
			Total:	98,913.33	
			Net of 1 Invoices / 0 Checks	98,913.33	
03249 01/19/2021	OCCUPATIONAL HEALTH SERV INVOICE	69264	POST ACCIDENT TEST-MOUSEL	99.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	99.00	
			Net of 1 Invoices / 0 Checks	99.00	
00874	OCLC, INC				
01/19/2021	INVOICE	1000092562	CATALOGING AND METADATA SUBSCRIPTION	875.79	
01/19/2021	INVOICE	1000093633	WORLDSHARE ILL	342.64	
			Total:	1,218.43	
			Net of 2 Invoices / 0 Checks	1,218.43	
03171	OFFICENET				
01/19/2021	INVOICE	952324-0	WALL CALENDER, FRAMES	27.88	
01/19/2021	INVOICE	952233-0	PEN REFILLS	13.45	
01/19/2021	INVOICE	952090-0	WALL CALENDERS	44.20	
01/19/2021	INVOICE	952144-0	BALLPOINT PENS	109.40	
01/19/2021	INVOICE	952150-0	DESK CALENDAR	10.02	
01/19/2021	INVOICE	951877-1	WALL CALENDAR	21.64	
01/19/2021	INVOICE	952052-0	PLANNER, MARKERS	32.87	
01/19/2021	INVOICE	952067-0	PLANNER, DESK CALENDAR	29.74	
01/19/2021	INVOICE	952044-0	PENS, ENVELOPES FOR WATER BILLING OFFICE	37.49	
01/19/2021	INVOICE	950516-0	INK CARTRIDGE	35.79	
01/19/2021	INVOICE	951810-0	GRADING PENCIL, ENERGEL PEN	6.94	
01/19/2021	INVOICE	944499-0	CLOROX WIPES	45.29	
01/19/2021	INVOICE	951877-0	ENVELOPES, WALL CALENDAR	16.39	
01/19/2021	INVOICE	952156-0	APPT BOOK	11.38	
			Total:	442.48	
			Net of 14 Invoices / 0 Checks	442.48	
02922	OLIVER PACKAGING AND				
01/19/2021	INVOICE	112798	TRAYS, FILM ROLL FOR HD MEALS	2,242.58	
			Total:	2,242.58	
			Net of 1 Invoices / 0 Checks	2,242.58	
02852	OLSON'S PEST TECHNICIANS				
01/19/2021	INVOICE	194784	PEST CONTROL	50.00	
			Total:	50.00	
			Net of 1 Invoices / 0 Checks	50.00	
01451	ONE CALL CONCEPTS INC				
01/19/2021	INVOICE	0120124	LOCATE FEES	172.66	
			Total:	172.66	
			Net of 1 Invoices / 0 Checks	172.66	
01307	ONE SOURCE				
01/19/2021	INVOICE	1639-20201231	BACKGROUND CHECK-VOLLERTSEN	27.00	
			Total:	27.00	
			Net of 1 Invoices / 0 Checks	27.00	
00176	O'REILLY AUTOMOTIVE INC				
01/19/2021	INVOICE	0681-486760	AIR, OIL FILTERS	24.99	
01/19/2021	INVOICE	0681-486530	RANGURD BEAMS FOR 2018 FOR EXPLORER	15.98	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01/19/2021	INVOICE	0681-485218	BRAKE FLUID	18.99	
01/19/2021	INVOICE	0681-484534	WD-40	87.96	
01/19/2021	INVOICE	0681-486391	FUNNELS	2.48	
01/19/2021	INVOICE	0681-486225	FILTERS	233.53	
Total:				383.93	
Net of 6 Invoices / 0 Checks				383.93	
01350	OTTE ELECTRIC				
01/19/2021	INVOICE	10605	REDO FLOATS-COUNTRY CLUB SHORES LIFT	2,775.55	
01/19/2021	INVOICE	10619	REPLACE FAN-LOVERS LANE LIFT	1,239.25	
01/19/2021	INVOICE	10606	LOST CREEK LIFT REPAIRS-ICE STORM DAMAGE	710.38	
01/19/2021	INVOICE	10588	HOK UP ELECTRICAL-AIRPORT MAINT HANGAR	3,052.69	
Total:				7,777.87	
Net of 4 Invoices / 0 Checks				7,777.87	
10437	PENSICK, RACHEL				
01/19/2021	INVOICE	122120JCC	MILEAGE REIMBURSEMENT	57.50	
01/19/2021	INVOICE	010821JCC	MILEAGE TO OSCEOLA MEETING	28.75	
Total:				86.25	
Net of 2 Invoices / 0 Checks				86.25	
00345	PETE LIEN & SONS INC.				
01/19/2021	INVOICE	20POS/139589	QUICKLIME FINES RC	5,606.65	
01/19/2021	INVOICE	21POS/000257	QUICKLIME FINES RC	5,994.58	
Total:				11,601.23	
Net of 2 Invoices / 0 Checks				11,601.23	
03258	PETTY CASH				
01/19/2021	INVOICE	010521PD	TRAINING, FUEL, POSTAGE EXPENSES	116.22	
01/19/2021	INVOICE	123120AQU	THE WORKS CLEANER	38.52	
Total:				154.74	
Net of 2 Invoices / 0 Checks				154.74	
00155	PLATTE COUNTY				
01/19/2021	INVOICE	MONTHLY	COUNTY ATTORNEY SERVICES	3,097.23	
Total:				3,097.23	
Net of 1 Invoices / 0 Checks				3,097.23	
00758	PLATTE COUNTY REGISTER OF				
01/19/2021	INVOICE	123020CLK	RES NO. R-20-146, ORD NOS. 20-34, 20-35	102.00	
01/19/2021	INVOICE	010521CLK	ORDINANCE NO 21-01	16.00	
01/19/2021	INVOICE	010721CLK	ORDINANCE 20-36	40.00	
Total:				158.00	
Net of 3 Invoices / 0 Checks				158.00	
01077	PLATTE VALLEY COMMUNICATIONS				
01/19/2021	INVOICE	112000356	UNIT 24 REPAIRS	286.15	
01/19/2021	INVOICE	072000086	SERVICE MULTIPLE UNITS	195.75	
01/19/2021	INVOICE	092000155	INSTALL DIRECTIONAL REPEATER SYSTEM-NEW PD	21,000.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	21,481.90	
			Net of 3 Invoices / 0 Checks	21,481.90	
03261	PRESTOX				
01/19/2021	INVOICE	1072669	PEST CONTROL	49.00	
01/19/2021	INVOICE	1072371	PEST CONTROL	47.00	
			Total:	96.00	
			Net of 2 Invoices / 0 Checks	96.00	
00575	PRODUCTIVITY PLUS ACCT-TITAN				
01/19/2021	INVOICE	14982714GP	FRONT WHEEL FOR #10	349.84	
			Total:	349.84	
			Net of 1 Invoices / 0 Checks	349.84	
10361	QUADIENT FINANCE USA, INC.				
01/19/2021	INVOICE	010821POSTAGE	ADDED POSTAGE TO MACHINE 1/8/21	1,000.00	
			Total:	1,000.00	
			Net of 1 Invoices / 0 Checks	1,000.00	
03264	REARDON LAWN & GARDEN INC				
01/19/2021	INVOICE	3644	HP ULTRA, WINTER OIL	84.95	
01/19/2021	INVOICE	3645	BAR, CHAINS	74.99	
01/19/2021	INVOICE	3643	WINTER BAR, WOODCUTTER BAR OIL	31.98	
01/19/2021	INVOICE	3658	36 RS 114	45.00	
01/19/2021	INVOICE	3655	TUBE ASSEMBLY	274.99	
01/19/2021	INVOICE	3662	61 PM44, 3005 3905 BAR	82.99	
01/19/2021	INVOICE	3661	AIR FILTER, SPARK PLUG, AUTOCUT 25-2	37.97	
			Total:	632.87	
			Net of 7 Invoices / 0 Checks	632.87	
03270	SAPP BROS COLUMBUS INC				
01/19/2021	INVOICE	47012417	FUEL	80.86	
01/19/2021	INVOICE	22023477	400W INVERTER	53.49	
			Total:	134.35	
			Net of 2 Invoices / 0 Checks	134.35	
03268	SAPP BROS PETROLEUM INC				
01/19/2021	INVOICE	IN3337935	FUEL	6,524.25	
01/19/2021	INVOICE	IN3331526	FUEL	2,775.00	
01/19/2021	INVOICE	IN3339229	FUEL	5,206.96	
			Total:	14,506.21	
			Net of 3 Invoices / 0 Checks	14,506.21	
03271	SCHIEFFER SIGNS INC				
01/19/2021	INVOICE	41238	SUNSET PARK SIGNS	384.00	
			Total:	384.00	
			Net of 1 Invoices / 0 Checks	384.00	
00387	SCHWING BIOSET				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01/19/2021	INVOICE	61425544	HOPPER-FLEXIBLE TECWEIGH 05 SERIES	1,290.19	
			Total:	1,290.19	
			Net of 1 Invoices / 0 Checks	1,290.19	
00465	SERVICEMASTER BY SHEVLIN				
01/19/2021	INVOICE	7913	COUNCIL CHAMBERS	86.00	
01/19/2021	INVOICE	7914	CITY HALL	2,015.00	
01/19/2021	INVOICE	7916	LIBRARY, ARTS COUNCIL	2,085.00	
01/19/2021	INVOICE	7917	POLICE DEPARTMENT	2,343.00	
01/19/2021	INVOICE	7927	JOINT COMMUNICATIONS CENTER	1,412.00	
01/19/2021	INVOICE	7909	CREDIT FOR 2 MOS. COUNCIL CHAMBERS	(172.00)	
01/19/2021	INVOICE	4954	BATH TISSUE, PAPER TOWELS	108.27	
01/19/2021	INVOICE	4955	PAPER TOWELS, BATH TISSUE, TRASH LINERS	350.71	
			Total:	8,227.98	
			Net of 8 Invoices / 0 Checks	8,227.98	
03277	SIPPLE, HANSEN, EMERSON,				
01/19/2021	INVOICE	100-M DEC20	DECEMBER LEGAL SERVICES	8,284.95	
01/19/2021	INVOICE	1-03M DEC20	DECEMBER LEGAL SERVICES-DISMISSAL ORDER	10.80	
			Total:	8,295.75	
			Net of 2 Invoices / 0 Checks	8,295.75	
01394	SIRIUS COMPUTER SOLUTIONS INC.				
01/19/2021	INVOICE	INV-000800131	165426-VSPHERE UPGRADE	8,525.00	
			Total:	8,525.00	
			Net of 1 Invoices / 0 Checks	8,525.00	
02481	SPARQDATA SOLUTIONS				
01/19/2021	INVOICE	2037	SPARQ MEETING SUBSCR 4/1/21 - 3/31/22	3,000.00	
			Total:	3,000.00	
			Net of 1 Invoices / 0 Checks	3,000.00	
01857	SPECIALTEE SCREEN PRINTING				
01/19/2021	INVOICE	1296	30 NAVY TSHIRTS	360.00	
			Total:	360.00	
			Net of 1 Invoices / 0 Checks	360.00	
03280	STATE OF NEBR DEPT OF REVENUE				
01/19/2021	INVOICE	123120GOLF	DECEMBER 2020 SALES TAX	114.88	
01/19/2021	INVOICE	123120ANNUAL	ANNUAL SALES TAX 2020	810.48	
01/19/2021	INVOICE	12.31.2020 UTILITY	SALES TAX - DECEMBER 2020	46,113.70	
01/19/2021	INVOICE	12.31.2020 POOLS	DECEMBER 2020 SALES TAX	180.86	
			Total:	47,219.92	
			Net of 4 Invoices / 0 Checks	47,219.92	
00105	SUPER SAVER				
01/19/2021	INVOICE	113882	FOOD SUPPLIES	37.68	
			Total:	37.68	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	37.68	
00110	SYSKO LINCOLN				
01/19/2021	INVOICE	361422372	FOAM CONTAINERS, LIDS, FOOD	1,283.00	
01/19/2021	INVOICE	361432186	FOAM CONTAINERS, FILM ROLL, FOOD	1,369.05	
01/19/2021	INVOICE	361441883	GLOVES, FOOD	865.29	
01/19/2021	INVOICE	361448590	FOAM CONTAINERS, FOOD	1,081.24	
			Total:	4,598.58	
			Net of 4 Invoices / 0 Checks	4,598.58	
02743	TELECOMMUNICATION SYSTEMS INC.				
01/19/2021	INVOICE	01INV-000039666	MONTHLY CIRCUIT FEE	1,554.00	
			Total:	1,554.00	
			Net of 1 Invoices / 0 Checks	1,554.00	
MISC	TEMME JUDY				
01/19/2021	INVOICE	01/06/2021	UB refund for account: 400-80703-03	35.29	
			Total:	35.29	
			Net of 1 Invoices / 0 Checks	35.29	
00483	TENENZ INC				
01/19/2021	INVOICE	T492344	2020 TAX FORMS	332.83	
			Total:	332.83	
			Net of 1 Invoices / 0 Checks	332.83	
00540	TIME WARNER CABLE				
01/19/2021	INVOICE	105039001010121	JANUARY INTERNET SERVICE	59.99	
			Total:	59.99	
			Net of 1 Invoices / 0 Checks	59.99	
03128	TIRE OUTLET INC				
01/19/2021	INVOICE	188538	TURF TIRE, RIBS	257.00	
			Total:	257.00	
			Net of 1 Invoices / 0 Checks	257.00	
01435	TM CLEANING				
01/19/2021	INVOICE	194	DECEMBER CLEANING-CL STATION	200.00	
			Total:	200.00	
			Net of 1 Invoices / 0 Checks	200.00	
03283	TRACTOR SUPPLY CREDIT PLAN				
01/19/2021	INVOICE	501282	STALL MAT	42.99	
01/19/2021	INVOICE	254297	G5 BULK	9.28	
01/19/2021	INVOICE	498644	GAITOR MASKS	19.96	
01/19/2021	INVOICE	255786	16IN WHEEL AND TIRE, WINDSHIELD WASHER	31.98	
			Total:	104.21	
			Net of 4 Invoices / 0 Checks	104.21	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00550	TRUCK CENTER COMPANIES				
01/19/2021	INVOICE	123215	UNIT E44 MAINTENANCE-OVERHEATING	784.26	
01/19/2021	INVOICE	226495J	TRAILER MAINTENANCE PARTS	40.62	
01/19/2021	INVOICE	226493J	ENG 44 MAINTENANCE PARTS - WIPERS	54.48	
01/19/2021	INVOICE	226365J	PARTS FOR #31	137.61	
01/19/2021	INVOICE	226562J	HALOGEN LAMP FOR 74M	6.16	
01/19/2021	INVOICE	226589J	PARTS FOR 74M	28.22	
01/19/2021	INVOICE	123241	ROSENBAUER #44 MAINTENANCE	341.54	
01/19/2021	INVOICE	226688J	PARTS - TRAILER 7	1,559.49	
01/19/2021	INVOICE	226719J	CAMSHAFT - TRAILER 7	145.05	
			Total:	3,097.43	
			Net of 9 Invoices / 0 Checks	3,097.43	
00357	TURFWERKS				
01/19/2021	INVOICE	OI50896A	HOSE, COLLAR	83.43	
01/19/2021	INVOICE	OI50896B	OIL SEAL	19.49	
01/19/2021	INVOICE	OI50903	WATER PIPE, THERMOSTAT, GASKETS, WATER ASSY	348.75	
01/19/2021	INVOICE	OI50925	PARTS	887.06	
01/19/2021	INVOICE	OI50690	TIRE	181.43	
			Total:	1,520.16	
			Net of 5 Invoices / 0 Checks	1,520.16	
01413	TWIN RIVERS VETERINARY CLINIC				
01/19/2021	INVOICE	148710	ANIMAL CARE	159.00	
			Total:	159.00	
			Net of 1 Invoices / 0 Checks	159.00	
00100	U & I SANITATION				
01/19/2021	INVOICE	8682-257	DECEMBER GARBAGE SERVICE	119.50	
			Total:	119.50	
			Net of 1 Invoices / 0 Checks	119.50	
00032	UNITED STATES POST OFFICE				
01/19/2021	INVOICE	POB1217	PO BOX 1217 RENEWAL FEE FOR 2021	364.00	
			Total:	364.00	
			Net of 1 Invoices / 0 Checks	364.00	
00404	USDA, APHIS				
01/19/2021	INVOICE	3003687991	PERSONNEL COMPENSATION, PROGRAM SUPPORT	1,185.27	
			Total:	1,185.27	
			Net of 1 Invoices / 0 Checks	1,185.27	
00664	UTILITY SERVICE CO INC				
01/19/2021	INVOICE	526256/7/8/9	QUARTERLY TANK MAINTENANCE	11,164.80	
			Total:	11,164.80	
			Net of 1 Invoices / 0 Checks	11,164.80	
02045	VAN WALL EQUIPMENT INC				
01/19/2021	INVOICE	5054462	PARTS	507.34	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01/19/2021	INVOICE	5065860	PARTS	570.55	
			Total:	1,077.89	
			Net of 2 Invoices / 0 Checks	1,077.89	
03060 01/19/2021	VERIZON CONNECT NWF, INC. INVOICE	OSVO00002317104	GPS SERVICE	32.38	
			Total:	32.38	
			Net of 1 Invoices / 0 Checks	32.38	
01181 01/19/2021	VERIZON WIRELESS INVOICE	9870017469	CELL PHONE SERVICE 11/27/20-12/26/20	715.53	
01/19/2021	INVOICE	9870062407	CELL PHONE/EQUIPMENT CHARGES 11/27/20-12/26.	1,979.09	
01/19/2021	INVOICE	9870605658	JETPACK/CELL PHONE CHARGES	836.44	
			Total:	3,531.06	
			Net of 3 Invoices / 0 Checks	3,531.06	
03154 01/19/2021	WASTE CONNECTIONS OF NEBRASKA INVOICE	5773393	DECEMBER GARBAGE SERVICE	138.06	
			Total:	138.06	
			Net of 1 Invoices / 0 Checks	138.06	
02708 01/19/2021	WELLNESS PARTNERS LLC INVOICE	4274	JANUARY NEWSLETTERS	10.00	
			Total:	10.00	
			Net of 1 Invoices / 0 Checks	10.00	
10544 01/19/2021	WESTERN LIMITED LIFE INSURANCE INVOICE	20-108325 10/11/2	REFUND OVERPAYMENT - CHARLES C BRONSON	90.78	
			Total:	90.78	
			Net of 1 Invoices / 0 Checks	90.78	
02571 01/19/2021	WILSON & COMPANY, INC INVOICE	94547	23RD ST COLUMBUS US HWY 30 CORRIDOR	5,160.26	
			Total:	5,160.26	
			Net of 1 Invoices / 0 Checks	5,160.26	
10542 01/19/2021	WINSUPPLY NORFOLK NE CO INVOICE	47380400	BOTTLE FILTERS	303.86	
			Total:	303.86	
			Net of 1 Invoices / 0 Checks	303.86	
02598 01/19/2021	WINTER EQUIPMENT COMPANY INVOICE	IV46442	HEAVY DUTY CURBCAST	1,666.66	
			Total:	1,666.66	
			Net of 1 Invoices / 0 Checks	1,666.66	
03019	WORLD TRADE PRESS				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01/19/2021	INVOICE	INV674872	A TO Z BUNDLED SUBSCRIPTION - 2021	700.40	
			Total:	700.40	
			Net of 1 Invoices / 0 Checks	700.40	
MISC 01/19/2021	ZACH ELMER INVOICE	01/06/2021	UB refund for account: 100-03340-03	28.60	
			Total:	28.60	
			Net of 1 Invoices / 0 Checks	28.60	
03305 01/19/2021	ZEE MEDICAL SERVICE INVOICE	125-018028	FIRST AID SUPPLIES	72.35	
01/19/2021	INVOICE	125-018048	FIRST AID SUPPLIES	28.90	
01/19/2021	INVOICE	125-018049	FIRST AID SUPPLIES	99.85	
			Total:	201.10	
			Net of 3 Invoices / 0 Checks	201.10	
00208 01/19/2021	ZOLL MEDICAL CORPORATION INVOICE	3205968	MEDICAL EQUIP PARTS	2,511.57	
			Total:	2,511.57	
			Net of 1 Invoices / 0 Checks	2,511.57	
			invoices and 0 checks for 159 vendors:	835,954.67	

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
57538	PETE LIEN & SONS INC.	12/14/2020	01/19/2021	5,606.65	5,606.65	Open	N
57656	SIRIUS COMPUTER SOLUTIONS INC.	12/31/2020	01/19/2021	8,525.00	8,525.00	Open	N
57675	COLUMBUS FAMILY RESOURCE CTR	01/01/2021	01/19/2021	9,311.58	9,311.58	Open	N
57678	SAPP BROS PETROLEUM INC	12/29/2020	01/19/2021	6,524.25	6,524.25	Open	N
57684	LOGAN CONTRACTORS SUPPLY INC	01/06/2021	01/19/2021	5,040.00	5,040.00	Open	N
57720	SAPP BROS PETROLEUM INC	12/24/2020	01/19/2021	5,206.96	5,206.96	Open	N
57786	SIPPLE, HANSEN, EMERSON,	01/08/2021	01/19/2021	8,284.95	8,284.95	Open	N
57788	WILSON & COMPANY, INC	12/18/2020	01/19/2021	5,160.26	5,160.26	Open	N
58080	JMGC PROPERTIES, LLC	01/13/2021	01/19/2021	7,153.17	7,153.17	Open	N
58088	PETE LIEN & SONS INC.	01/04/2021	01/19/2021	5,994.58	5,994.58	Open	N

# of Invoices: 10 # Due: 10

# of Credit Memos: 0 # Due: 0

Totals: 66,807.40 66,807.40

Totals: 0.00 0.00

Net of Invoices and Credit Memos: 66,807.40 66,807.40

--- TOTALS BY FUND ---

100 - GENERAL FUND	26,121.53	26,121.53
200 - STREETS/ENGINEERING	16,724.51	16,724.51
240 - HOUSING REHAB & LOANS	7,153.17	7,153.17
500 - UTILITY SERVICE	11,601.23	11,601.23
570 - SOLID WASTE DIVISION	5,206.96	5,206.96

--- TOTALS BY DEPT/ACTIVITY ---

100 - GENERAL ADMINISTRATION	16,809.95	16,809.95
103 - COLUMBUS COMMUNITY CENTER	9,311.58	9,311.58
200 - STREETS	16,724.51	16,724.51
245 - CDBG GRANTS	7,153.17	7,153.17
501 - WASTEWATER TREATMENT FAC	11,601.23	11,601.23
570 - TRANSFER STATION	5,206.96	5,206.96

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE  
 POST DATES 01/18/2021 - 01/19/2021  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 100 GENERAL FUND					
Dept 100 GENERAL ADMINISTRATION					
100-100-52700	TRAINING AND TUITION	LEAGUE OF NEBR MUNICIPALIT	01/11/21	0221FINANCE	395.00
100-100-53200	PROFESSIONAL SERVICES	SIPPLE, HANSEN, EMERSON,	01/08/21	Multiple	8,295.75
100-100-53400	COMPUTER SUPPORT/MAINT	IBM CORPORATION	01/07/21	6809058385	2,917.22
100-100-53400	COMPUTER SUPPORT/MAINT	SIRIUS COMPUTER SOLUTIONS	12/31/20	INV-000800131	8,525.00
100-100-53400	COMPUTER SUPPORT/MAINT	SPARQDATA SOLUTIONS	12/18/20	2037	3,000.00
100-100-54310	BUILDING MAINTENANCE	JACKSON SERVICES INC	01/05/21	4456754	57.69
100-100-54330	VEHICLE MAINTENANCE	ERNST TOYOTA	12/28/20	9066763/1	82.55
100-100-55900	MISCELLANEOUS	PLATTE COUNTY REGISTER OF	12/30/20	123020CLK	102.00
100-100-55920	MISC FEES	PLATTE COUNTY REGISTER OF	01/05/21	Multiple	56.00
100-100-55950	COVID-19 EXPENSES	OFFICENET	12/30/20	944499-0	45.29
100-100-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	01/12/21	Multiple	41.98
100-100-56010	SUPPLIES	SERVICEMASTER BY SHEVLIN	01/04/21	4954	108.27
100-100-56010	SUPPLIES	ZEE MEDICAL SERVICE	01/04/21	125-018028	72.35
100-100-56020	OFFICE SUPPLIES	ACE HARDWARE & GARDEN CNT	01/11/21	174413/5	7.99
100-100-56020	OFFICE SUPPLIES	OFFICENET	12/28/20	951810-0	6.94
100-100-56020	OFFICE SUPPLIES	TENZ INC	12/07/20	T492344	332.83
100-100-56030	CLEANING SUPPLIES/SERVICE	SERVICEMASTER BY SHEVLIN	01/01/21	Multiple	1,929.00
100-100-56040	POSTAGE AND FREIGHT	MAIL PREP ETC	01/11/21	2594	86.60
100-100-56040	POSTAGE AND FREIGHT	QUADIENT FINANCE USA, INC.	01/08/21	010821POSTAGE	1,000.00
100-100-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	01/08/21	83709	0.40
100-100-56220	ELECTRICITY	LOUP POWER DISTRICT	01/05/21	Multiple	4,878.00
100-100-56240	TELEPHONE	FRONTIER	12/08/20	Multiple	(220.73)
100-100-56240	TELEPHONE	VERIZON WIRELESS	12/26/20	9870062407	204.45
100-100-56250	REFUSE	WASTE CONNECTIONS OF NEBR	01/01/21	5773393	69.03
100-100-56410	BOOKS AND PUBLICATIONS	FIRST NATIONAL BANK OMAHA	12/11/20	123120ADMIN	7.58
100-100-56410	BOOKS AND PUBLICATIONS	WELLNESS PARTNERS LLC	01/12/21	4274	10.00
100-100-56620	EMERGENCY MANAGEMENT	BLACK HILLS ENERGY	01/08/21	5915 3548 20 JAN21	118.12
100-100-56620	EMERGENCY MANAGEMENT	HEARTLAND NATURAL GAS LLC	01/08/21	83711	149.13
100-100-56620	EMERGENCY MANAGEMENT	LOUP POWER DISTRICT	01/05/21	Multiple	421.51
100-100-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	12/31/20	123120ANNUAL	21.24
100-100-57200-20003	CAPITAL-LAND & BUILDINGS	GEORGE BUTLER ASSOCIATES I	01/11/21	60644	4,872.00
Total For Dept 100 GENERAL ADMINISTRATION					37,593.19
Dept 102 COLUMBUS AREA TRANSIT					
100-102-54310	BUILDING & GROUNDS MAINT	COMMONWEALTH ELECTRIC COME	01/08/21	57171	679.77
100-102-56210	NATURAL GAS	BLACK HILLS ENERGY	01/08/21	7504 0422 35 JAN21	115.48
100-102-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	01/08/21	83717	127.02
100-102-56220	ELECTRICITY	LOUP POWER DISTRICT	01/05/21	169112 JAN21	107.61
100-102-56240	TELEPHONE	FRONTIER	12/30/20	30818801750912722	(8.98)
100-102-56240	TELEPHONE	VERIZON WIRELESS	12/26/20	9870062407	77.70
Total For Dept 102 COLUMBUS AREA TRANSIT					1,098.60
Dept 103 COLUMBUS COMMUNITY CENTER					
100-103-54510-III-B	BUILDING RENTAL/LEASE	COLUMBUS FAMILY RESOURCE C	01/01/21	MONTHLY	6,424.99
100-103-54510-III-C	BUILDING RENTAL/LEASE	COLUMBUS FAMILY RESOURCE C	01/01/21	MONTHLY	2,886.59
100-103-56010-III-B	SUPPLIES	CULLIGAN OF COLUMBUS	12/31/20	247003	30.00
100-103-56010-III-C	SUPPLIES	CULLIGAN OF COLUMBUS	12/31/20	247003	30.00
100-103-56010-III-C	SUPPLIES	OLIVER PACKAGING AND	01/11/21	112798	2,242.58
100-103-56010-III-C	SUPPLIES	SYSCO LINCOLN	12/04/20	Multiple	219.18
100-103-56030-III-B	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	12/29/20	4452582	11.24
100-103-56030-III-C	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	12/29/20	4452582	11.24
100-103-56300-III-C	FOOD COSTS	SUPER SAVER	12/30/20	113882	37.68
100-103-56300-III-C	FOOD COSTS	SYSCO LINCOLN	12/04/20	Multiple	4,379.40

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Fund 100 GENERAL FUND					
Dept 103 COLUMBUS COMMUNITY CENTER					
100-103-56650-III-B	MEMBERSHIP DUES	FIRST NATIONAL BANK OMAHA	12/30/20	123020COMMUN	15.00
Total For Dept 103 COLUMBUS COMMUNITY CENTER					16,287.90
Dept 105 FINANCE					
100-105-56240	TELEPHONE	VERIZON WIRELESS	12/26/20	9870062407	123.28
Total For Dept 105 FINANCE					123.28
Dept 108 HUMAN RESOURCES					
100-108-56240	TELEPHONE	VERIZON WIRELESS	12/26/20	9870062407	41.16
Total For Dept 108 HUMAN RESOURCES					41.16
Dept 110 POLICE					
100-110-52700	TRAINING AND TUITION	BLUE360 MEDIA LLC- LB41316	01/11/21	INV-201106-SG-08678	162.75
100-110-52700	TRAINING AND TUITION	CONSOLIDATED MANAGEMENT CO	01/06/21	219663	123.08
100-110-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	12/11/20	57257	392.00
100-110-52700	TRAINING AND TUITION	PETTY CASH	01/05/21	010521PD	7.37
100-110-52710	EMPLOYEE RECRUITMENT/RETENTION	MAILBOX	11/19/20	108450	10.10
100-110-52710	EMPLOYEE RECRUITMENT/RETENTION	MTM RECOGNITION	12/30/20	6045553	97.28
100-110-52800	UNIFORMS	FIRST NATIONAL BANK OMAHA	12/08/20	4631767	106.96
100-110-52800	UNIFORMS	GALLS LLC	12/19/20	Multiple	119.72
100-110-52810	UNIFORMS-QUARTERMASTER	FIRST NATIONAL BANK OMAHA	12/18/20	16876320	5.83
100-110-52810	UNIFORMS-QUARTERMASTER	GALLS LLC	12/21/20	Multiple	145.21
100-110-52810	UNIFORMS-QUARTERMASTER	GUNSLINGERS LLC	12/17/20	Multiple	685.00
100-110-53200	PROFESSIONAL SERVICES	FAITH REGIONAL HEALTH SERV	01/05/21	3500076565	932.00
100-110-53200	PROFESSIONAL SERVICES	LANGUAGE LINE SERVICES INC	12/31/20	10151564	6.71
100-110-53200	PROFESSIONAL SERVICES	PLATTE COUNTY	01/01/21	MONTHLY	3,097.23
100-110-53200	PROFESSIONAL SERVICES	TWIN RIVERS VETERINARY CL	01/05/21	148710	159.00
100-110-53200	PROFESSIONAL SERVICES	USDA, APHIS	01/04/21	3003687991	1,185.27
100-110-54310	BUILDING MAINTENANCE	MENARDS	12/24/20	Multiple	169.41
100-110-54310	BUILDING MAINTENANCE	WINSUPPLY NORFOLK NE CO	12/17/20	47380400	303.86
100-110-54330	VEHICLE MAINTENANCE	CNC REPAIR LLC	12/04/20	Multiple	2,718.56
100-110-54330	VEHICLE MAINTENANCE	O'REILLY AUTOMOTIVE INC	01/06/21	0681-486530	15.98
100-110-54530	VEHICLE TOWING	BEHLEN TOWING LLC	12/02/20	Multiple	664.00
100-110-54530	VEHICLE TOWING	MIKE'S TOWING	12/07/20	Multiple	824.00
100-110-55950	COVID-19 EXPENSES	FIRST NATIONAL BANK OMAHA	12/10/20	158580B	358.00
100-110-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	12/29/20	174168/5	32.99
100-110-56010	SUPPLIES	FIRST NATIONAL BANK OMAHA	12/08/20	174463A	131.34
100-110-56010	SUPPLIES	MENARDS	01/08/21	32180	19.99
100-110-56030	CLEANING SUPPLIES/SERVICE	SERVICEMASTER BY SHEVLIN	01/01/21	7917	2,343.00
100-110-56040	POSTAGE AND FREIGHT	PETTY CASH	01/05/21	010521PD	95.85
100-110-56050	FUEL	PETTY CASH	01/05/21	010521PD	13.00
100-110-56050	FUEL	SAPP BROS PETROLEUM INC	12/17/20	IN3331526	2,775.00
100-110-56190-20018	PERSONAL PROTECTIVE SUPP	AXON ENTERPRISE INC.	12/24/20	SI-1705842	4,072.50
100-110-56210	NATURAL GAS	BLACK HILLS ENERGY	01/08/21	Multiple	570.04
100-110-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	01/08/21	Multiple	861.64
100-110-56220	ELECTRICITY	LOUP POWER DISTRICT	01/05/21	Multiple	1,297.49
100-110-56240	TELEPHONE	FRONTIER	12/30/20	30818801750912722	63.45
100-110-56240	TELEPHONE	TIME WARNER CABLE	01/01/21	105039001010121	59.99
100-110-56240	TELEPHONE	VERIZON WIRELESS	01/05/21	9870605658	836.44
100-110-56250	REFUSE	WASTE CONNECTIONS OF NEBR	01/01/21	5773393	69.03
100-110-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	12/31/20	123120ANNUAL	417.98
100-110-57200-20014	CAPITAL-LAND & BUILDINGS	NOSWETT FENCING INC	01/05/21	12013	32,400.00
100-110-57510-21001	CAPITAL-EQUIPMENT	PLATTE VALLEY COMMUNICATI	12/29/20	092000155	21,000.00

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Fund 100 GENERAL FUND					
Dept 110 POLICE					
Total For Dept 110 POLICE					79,349.05
Dept 120 FIRE					
100-120-52800	UNIFORMS	GALLS LLC	12/22/20	017266838	23.49
100-120-52800	UNIFORMS	GREAT PLAINS UNIFORMS LLC	01/02/21	224902	178.50
100-120-52800	UNIFORMS	SPECIALTEE SCREEN PRINTING	01/07/21	1296	180.00
100-120-54310	BUILDING MAINTENANCE	COMMONWEALTH ELECTRIC COM	01/08/21	57176	300.35
100-120-54310	BUILDING MAINTENANCE	MENARDS	01/06/21	32065	77.96
100-120-54310	BUILDING MAINTENANCE	PRESTOX	01/07/21	1072669	49.00
100-120-54310	BUILDING MAINTENANCE	U & I SANITATION	12/19/20	8682-257	59.75
100-120-54330	VEHICLE MAINTENANCE	TRUCK CENTER COMPANIES	12/30/20	Multiple	1,180.28
100-120-56010	SUPPLIES	CENTRAL PARTS & MACHINE	12/28/20	Multiple	53.66
100-120-56010	SUPPLIES	MENARDS	12/31/20	Multiple	52.84
100-120-56020	OFFICE SUPPLIES	CAPITAL BUSINESS SYSTEMS	12/23/20	1036804	23.50
100-120-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	01/05/21	8171736-0	16.41
100-120-56020	OFFICE SUPPLIES	OFFICENET	12/30/20	951877-0	16.39
100-120-56030	CLEANING SUPPLIES/SERVICE	NIEMANN'S PORT-A-POT LLC	12/31/20	14258	40.00
100-120-56030	CLEANING SUPPLIES/SERVICE	TM CLEANING	01/01/21	194	100.00
100-120-56050	FUEL	SAPP BROS COLUMBUS INC	12/31/20	47012417	80.86
100-120-56210	NATURAL GAS	BLACK HILLS ENERGY	01/08/21	Multiple	367.46
100-120-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	01/08/21	Multiple	644.99
100-120-56220	ELECTRICITY	LOUP POWER DISTRICT	12/28/20	Multiple	962.31
100-120-56240	TELEPHONE	FRONTIER	12/30/20	40256407240114002	179.01
100-120-56240	TELEPHONE	VERIZON WIRELESS	12/26/20	9870017469	357.77
100-120-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	12/31/20	123120ANNUAL	32.12
Total For Dept 120 FIRE					4,976.65
Dept 121 RESCUE					
100-121-52700	TRAINING AND TUITION	CENTRAL COMMUNITY COLLEGE	12/23/20	Multiple	57.00
100-121-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	12/31/20	1639-20201231	27.00
100-121-52800	UNIFORMS	GALLS LLC	12/19/20	017247261	89.22
100-121-52800	UNIFORMS	SPECIALTEE SCREEN PRINTING	01/07/21	1296	180.00
100-121-53200	PROFESSIONAL SERVICES	HOWERTER MD MARK S	01/01/21	MONHTLY	616.00
100-121-54310	BUILDING MAINTENANCE	PRESTOX	01/07/21	1072371	47.00
100-121-54310	BUILDING MAINTENANCE	U & I SANITATION	12/19/20	8682-257	59.75
100-121-54320	EQUIPMENT MAINTENANCE	ZOLL MEDICAL CORPORATION	01/06/21	3205968	2,511.57
100-121-54330	VEHICLE MAINTENANCE	CENTRAL PARTS & MACHINE	01/08/21	2725 001-421870	15.97
100-121-55930	REFUNDS	ARL CREDIT SERVICES INC	12/31/20	Multiple	491.73
100-121-55930	REFUNDS	AMERICAN FAMILY	01/06/21	20-51587 5/24/20	858.00
100-121-55930	REFUNDS	NEBRASKA TOTAL CARE	01/06/21	20-80096 8/3/20	341.25
100-121-55930	REFUNDS	WESTERN LIMITED LIFE INSUR	01/06/21	20-108325 10/11/20	90.78
100-121-55950	COVID-19 EXPENSES	BOUND TREE MEDICAL LLC	12/30/20	83899131	159.95
100-121-56010	SUPPLIES	BOUND TREE MEDICAL LLC	01/07/21	Multiple	411.01
100-121-56010	SUPPLIES	COLUMBUS COMMUNITY HOSPIT	12/31/20	10002274 DEC20	2,331.31
100-121-56010	SUPPLIES	MATHESON-LINWELD	12/31/20	51735879	25.11
100-121-56020	OFFICE SUPPLIES	CAPITAL BUSINESS SYSTEMS	12/23/20	1036804	23.50
100-121-56020	OFFICE SUPPLIES	OFFICENET	01/04/21	Multiple	131.04
100-121-56030	CLEANING SUPPLIES/SERVICE	TM CLEANING	01/01/21	194	100.00
100-121-56210	NATURAL GAS	BLACK HILLS ENERGY	01/08/21	Multiple	367.46
100-121-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	01/08/21	Multiple	644.98
100-121-56220	ELECTRICITY	LOUP POWER DISTRICT	12/28/20	Multiple	962.32
100-121-56240	TELEPHONE	FRONTIER	12/30/20	40256407240114002	179.01
100-121-56240	TELEPHONE	VERIZON WIRELESS	12/26/20	9870017469	357.76

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Fund 100 GENERAL FUND					
Dept 121 RESCUE					
100-121-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	12/31/20	123120ANNUAL	10.84
Total For Dept 121 RESCUE					11,089.56
Dept 125 VOLUNTEER FIRE DEPARTMENT					
100-125-52700	TRAINING AND TUITION	CENTRAL COMMUNITY COLLEGE	12/23/20	Multiple	380.00
100-125-56020	OFFICE SUPPLIES	BOUND TREE MEDICAL LLC	12/30/20	83899132	77.85
100-125-56360	DEPARTMENT EXPENSES	INSURANCE SERVICES OF COLU	01/04/21	3473	100.00
Total For Dept 125 VOLUNTEER FIRE DEPARTMENT					557.85
Dept 130 LIBRARY					
100-130-52700	TRAINING AND TUITION	HERNANDEZ ESPERANZA	12/30/20	123020LIBR	500.00
100-130-53400-MAKRS	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	12/15/20	34776728	100.20
100-130-53400-PCLAB	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	12/21/20	2986348	273.00
100-130-53410	ELECTRONIC CATALOGING	OCLC, INC	01/01/21	Multiple	1,218.43
100-130-55400	ADVERTISING AND PROMOTION	FIRST NATIONAL BANK OMAHA	12/24/20	Multiple	185.90
100-130-56010-STAFF	SUPPLIES	OFFICENET	01/04/21	952150-0	10.02
100-130-56030	CLEANING SUPPLIES/SERVICE	SERVICEMASTER BY SHEVLIN	01/01/21	7916	2,085.00
100-130-56040-ILILO	POSTAGE AND FREIGHT	FIRST NATIONAL BANK OMAHA	01/04/21	010421POST	251.97
100-130-56210	NATURAL GAS	BLACK HILLS ENERGY	01/08/21	7063 3714 32 JAN21	353.81
100-130-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	01/08/21	83716	659.57
100-130-56220	ELECTRICITY	LOUP POWER DISTRICT	01/05/21	169071 JAN21	2,705.55
100-130-56240	TELEPHONE	FRONTIER	12/30/20	40256407170906192	55.21
100-130-56240	TELEPHONE	VERIZON WIRELESS	12/26/20	9870062407	41.16
100-130-56240-PATRN	TELEPHONE	GREAT PLAINS COMMUNICATION	01/01/21	996-426-0026	310.00
100-130-56400-YASCH	PROGRAMS	FIRST NATIONAL BANK OMAHA	01/05/21	T43818015	10.95
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, I	12/21/20	Multiple	884.01
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	MIDWEST TAPE LLC	01/07/21	Multiple	152.45
100-130-56410-SUBSC	BOOKS AND PUBLICATIONS	BIBLIOTHECA LLC	01/08/21	QUO-156355-M6J4	1,500.00
100-130-56410-SUBSC	BOOKS AND PUBLICATIONS	FARM PROGRESS LIMITED	01/06/21	72943744	26.95
100-130-56410-SUBSC	BOOKS AND PUBLICATIONS	NEBRASKA LIBRARY COMMISSIO	01/07/21	30425	1,352.00
100-130-56410-SUBSC	BOOKS AND PUBLICATIONS	WORLD TRADE PRESS	01/08/21	INV674872	700.40
100-130-56410-YOUNG	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, I	12/21/20	Multiple	296.91
100-130-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	12/31/20	123120ANNUAL	280.15
100-130-57200-20030	CAPITAL-LAND & BUILDINGS	B2 ENVIRONMENTAL	01/04/21	25432	3,850.00
100-130-57200-20030	CAPITAL-LAND & BUILDINGS	BVH ARCHITECTURE	12/31/20	39029	172,480.20
Total For Dept 130 LIBRARY					190,283.84
Dept 140 CEMETERY					
100-140-53520	CONTRACT SERVICES	GUBBELS, DOUG	01/05/21	MONTHLY	146.50
100-140-56010	SUPPLIES	REARDON LAWN & GARDEN INC	01/12/21	3661	37.97
100-140-56220	ELECTRICITY	LOUP POWER DISTRICT	01/05/21	Multiple	275.36
100-140-56240	TELEPHONE	VERIZON WIRELESS	12/26/20	9870062407	41.16
Total For Dept 140 CEMETERY					500.99
Dept 145 COMMUNITY DEVELOPMENT					
100-145-52700	TRAINING AND TUITION	CITY OF NORTH PLATTE	01/01/21	010121COMMDEV	300.00
100-145-52700	TRAINING AND TUITION	INTERNATIONAL CODE COUNCIL	01/05/21	1001283631	493.10
100-145-55930	REFUNDS	ARL CREDIT SERVICES INC	12/31/20	ACCB100 DEC20	11.25
100-145-56240	TELEPHONE	VERIZON WIRELESS	12/26/20	9870062407	228.27
100-145-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	12/31/20	123120ANNUAL	38.59
Total For Dept 145 COMMUNITY DEVELOPMENT					1,071.21
Dept 150 PARKS					

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Fund 100 GENERAL FUND					
Dept 150 PARKS					
100-150-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	12/16/20	Multiple	180.00
100-150-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS CUSTOM EMBROIDERY	12/30/20	E36539	38.00
100-150-52800	UNIFORMS	JACKSON SERVICES INC	01/05/21	Multiple	32.90
100-150-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	12/19/20	2028744946	348.00
100-150-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	01/11/21	174402/5	26.98
100-150-54310	BUILDING MAINTENANCE	AWARDS & ENGRAVING	12/10/20	7103	49.25
100-150-54310	BUILDING MAINTENANCE	FOREMAN LUMBER	01/04/21	81071	131.00
100-150-54310	BUILDING MAINTENANCE	SCHIEFFER SIGNS INC	12/29/20	41238	384.00
100-150-54310	BUILDING MAINTENANCE	TRACTOR SUPPLY CREDIT PLAN	12/28/20	501282	42.99
100-150-54320	EQUIPMENT MAINTENANCE	BRUNKHORST ENGINE MACHINE	12/29/20	26589	145.00
100-150-54320	EQUIPMENT MAINTENANCE	CENTRAL PARTS & MACHINE	01/07/21	Multiple	133.63
100-150-54320	EQUIPMENT MAINTENANCE	FIRST NATIONAL BANK OMAHA	12/16/20	6913901	525.00
100-150-54320	EQUIPMENT MAINTENANCE	NEBRASKA HARVESTORE SYSTEM	01/08/21	8916	96.66
100-150-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	01/07/21	3655	274.99
100-150-54320	EQUIPMENT MAINTENANCE	TURFWERKS	11/23/20	OI50690	181.43
100-150-54330	VEHICLE MAINTENANCE	CENTRAL PARTS & MACHINE	01/12/21	2775 001-422006	9.09
100-150-54520	EQUIPMENT RENTAL/PURCHASE	CULLIGAN OF COLUMBUS	12/31/20	246964	31.00
100-150-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	01/05/21	Multiple	50.78
100-150-56010	SUPPLIES	CENTRAL PARTS & MACHINE	01/11/21	Multiple	49.06
100-150-56010	SUPPLIES	REARDON LAWN & GARDEN INC	01/08/21	3658	45.00
100-150-56010	SUPPLIES	TRACTOR SUPPLY CREDIT PLAN	11/30/20	498644	19.96
100-150-56210	NATURAL GAS	BLACK HILLS ENERGY	01/08/21	Multiple	146.91
100-150-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	01/08/21	Multiple	176.25
100-150-56220	ELECTRICITY	LOUP POWER DISTRICT	12/16/20	Multiple	3,125.50
100-150-56240	TELEPHONE	VERIZON WIRELESS	12/26/20	9870062407	78.47
100-150-57510-21098	CAPITAL-EQUIPMENT	CIVIC PLUS	12/30/20	208007	11,871.00
Total For Dept 150 PARKS					18,192.85
Dept 151 PAWNEE PLUNGE WATER PARK					
100-151-54310	BUILDING MAINTENANCE	NORTHWEST ELECTRIC LLC	12/31/20	711445	804.05
100-151-56210	NATURAL GAS	BLACK HILLS ENERGY	01/08/21	6942 7542 63 JAN21	62.58
100-151-56220	ELECTRICITY	LOUP POWER DISTRICT	01/05/21	400070 JAN21	1,527.23
100-151-56240	TELEPHONE	FRONTIER	12/30/20	30818801750912722	72.72
100-151-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	12/31/20	12.31.2020 POOLS	2.46
100-151-57510-21098	CAPITAL-EQUIPMENT	CIVIC PLUS	12/30/20	208007	12,000.00
Total For Dept 151 PAWNEE PLUNGE WATER PARK					14,469.04
Dept 152 AQUATIC CENTER POOL					
100-152-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	12/22/20	122220AQ	90.00
100-152-53400	COMPUTER SUPPORT/MAINT	CIVIC PLUS	12/28/20	207979	1,500.00
100-152-54320	EQUIPMENT MAINTENANCE	MENARDS	01/05/21	32026	26.23
100-152-55400	ADVERTISING AND PROMOTION	ALPHAMEDIA USA LLC	12/31/20	123120AQU	1,850.00
100-152-55920	MISC FEES	FIRST NATIONAL BANK OMAHA	12/31/20	123120AQ	30.20
100-152-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	01/05/21	Multiple	68.05
100-152-56010	SUPPLIES	SERVICEMASTER BY SHEVLIN	01/05/21	4955	136.04
100-152-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	01/07/21	8138307-0	593.00
100-152-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	01/06/21	4457684	32.88
100-152-56030	CLEANING SUPPLIES/SERVICE	MENARDS	01/05/21	Multiple	45.03
100-152-56030	CLEANING SUPPLIES/SERVICE	PETTY CASH	12/31/20	123120AQU	38.52
100-152-56030	CLEANING SUPPLIES/SERVICE	SERVICEMASTER BY SHEVLIN	01/05/21	4955	214.67
100-152-56210	NATURAL GAS	BLACK HILLS ENERGY	01/08/21	8429 6210 02 JAN21	593.50
100-152-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	01/08/21	83718	1,178.72
100-152-56220	ELECTRICITY	LOUP POWER DISTRICT	01/05/21	169038 JAN21	4,566.24

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Fund 100 GENERAL FUND					
Dept 152 AQUATIC CENTER POOL					
100-152-56240	TELEPHONE	FRONTIER	12/30/20	30818801750912722	42.14
100-152-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	12/31/20	12.31.2020 POOLS	178.40
100-152-57510-21098	CAPITAL-EQUIPMENT	CIVIC PLUS	12/28/20	207977	3,676.00
Total For Dept 152 AQUATIC CENTER POOL					14,859.62
Dept 155 VAN BERG GOLF COURSE					
100-155-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	12/22/20	122320GOLF	90.00
100-155-53520	CONTRACT SERVICES	DUNBAR DOUGLAS	01/01/21	010121GOLF	2,145.00
100-155-53530	COMMISSION ON GREEN FEES	DUNBAR DOUGLAS	12/31/20	123120COMM	22.72
100-155-54320	EQUIPMENT MAINTENANCE	CENTRAL PARTS & MACHINE	01/05/21	13270 001-421562	14.29
100-155-54320	EQUIPMENT MAINTENANCE	NAPA AUTO PARTS OF COLUMBU	01/06/21	692692	72.71
100-155-54320	EQUIPMENT MAINTENANCE	O'REILLY AUTOMOTIVE INC	01/07/21	Multiple	258.52
100-155-54320	EQUIPMENT MAINTENANCE	TIRE OUTLET INC	12/31/20	188538	257.00
100-155-54320	EQUIPMENT MAINTENANCE	TURFWERKS	01/11/21	Multiple	1,338.73
100-155-54320	EQUIPMENT MAINTENANCE	VAN WALL EQUIPMENT INC	01/08/21	5065860	570.55
100-155-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	01/04/21	174253/5	31.98
100-155-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	01/08/21	83801	178.71
100-155-56220	ELECTRICITY	LOUP POWER DISTRICT	01/05/21	Multiple	554.90
100-155-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	12/31/20	123120GOLF	34.48
Total For Dept 155 VAN BERG GOLF COURSE					5,569.59
Dept 156 QUAIL RUN GOLF COURSE					
100-156-53400	COMPUTER SUPPORT/MAINT	CLUB PROPHET SYSTEMS	01/04/21	402101012485	90.00
100-156-53400	COMPUTER SUPPORT/MAINT	GOLFNOW	01/08/21	INV00032194	175.00
100-156-53500	COMMISSION ON CARTS	DUNBAR DOUGLAS	12/31/20	123120COMM	46.75
100-156-53520	CONTRACT SERVICES	DUNBAR DOUGLAS	01/01/21	010121GOLF	4,353.00
100-156-53530	COMMISSION ON GREEN FEES	DUNBAR DOUGLAS	12/31/20	123120COMM	31.95
100-156-54310	BUILDING MAINTENANCE	CULLIGAN OF COLUMBUS	12/31/20	1332746	63.85
100-156-54320	EQUIPMENT MAINTENANCE	VAN WALL EQUIPMENT INC	12/21/20	5054462	507.34
100-156-55920	MISC FEES	DUNBAR DOUGLAS	12/31/20	123120CC	545.79
100-156-56010	SUPPLIES	HARLESS, JADE	01/08/21	35738242	74.88
100-156-56010	SUPPLIES	REARDON LAWN & GARDEN INC	01/13/21	3662	82.99
100-156-56010	SUPPLIES	ZEE MEDICAL SERVICE	01/08/21	125-018049	99.85
100-156-56210	NATURAL GAS	BLACK HILLS ENERGY	01/08/21	5048 9157 09 JAN21	88.10
100-156-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	01/08/21	83707	74.17
100-156-56220	ELECTRICITY	LOUP POWER DISTRICT	12/29/20	Multiple	4,961.08
100-156-56240	TELEPHONE	VERIZON WIRELESS	12/26/20	9870062407	41.16
100-156-56650	MEMBERSHIP DUES	FIRST NATIONAL BANK OMAHA	12/21/20	122120GOLF	250.00
100-156-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	12/31/20	123120GOLF	80.40
Total For Dept 156 QUAIL RUN GOLF COURSE					11,566.31
Total For Fund 100 GENERAL FUND					407,630.69
Fund 160 PLATTE CO LIBRARY SERVICE					
Dept 160 PLATTE CO LIBRARY SERVICE					
160-160-54320	EQUIPMENT MAINTENANCE	FIRST NATIONAL BANK OMAHA	12/23/20	Multiple	47.80
160-160-54320	EQUIPMENT MAINTENANCE	MARLEY'S ELECTRIC-CCE	12/23/20	15082	425.00
160-160-56240	TELEPHONE	VERIZON WIRELESS	12/26/20	9870062407	40.01
160-160-56410	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, I	12/21/20	Multiple	1,293.23
Total For Dept 160 PLATTE CO LIBRARY SERVICE					1,806.04
Total For Fund 160 PLATTE CO LIBRARY SERVICE					1,806.04

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Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-52700	TRAINING AND TUITION	GODFATHER'S PIZZA	12/29/20	5415	90.96
200-200-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	12/31/20	69264	99.00
200-200-52800	UNIFORMS	JACKSON SERVICES INC	12/31/20	Multiple	594.50
200-200-53400	COMPUTER SUPPORT/MAINT	MITCHELLI	12/03/20	25396543	2,472.28
200-200-54310	BUILDING MAINTENANCE	MARLEY'S ELECTRIC-CCE	12/17/20	15007	1,122.16
200-200-54320	EQUIPMENT MAINTENANCE	ADVANCE AUTO PARTS	12/28/20	Multiple	38.33
200-200-54320	EQUIPMENT MAINTENANCE	CENTRAL PARTS & MACHINE	01/01/21	2875 001-421344	37.56
200-200-54320	EQUIPMENT MAINTENANCE	MACQUEEN EQUIPMENT	01/07/21	P06840	1,331.41
200-200-54320	EQUIPMENT MAINTENANCE	PLATTE VALLEY COMMUNICATI	12/02/20	Multiple	351.40
200-200-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	12/01/20	3645	74.99
200-200-54320	EQUIPMENT MAINTENANCE	TRUCK CENTER COMPANIES	01/04/20	226365J	137.61
200-200-54330	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	12/28/20	Multiple	8.97
200-200-54330	VEHICLE MAINTENANCE	CENTRAL PARTS & MACHINE	12/28/20	Multiple	123.34
200-200-54330	VEHICLE MAINTENANCE	EXTREME GLASS	12/16/20	4291	290.15
200-200-54330	VEHICLE MAINTENANCE	INTERSTATE BATTERY SYSTEM	12/31/20	210078443	102.95
200-200-54450	STREET MAINTENANCE	LOGAN CONTRACTORS SUPPLY	10/06/21	Q16904	5,040.00
200-200-54520	EQUIPMENT RENTAL/PURCHASE	DALE JOHNSON TRUCKING	12/30/20	34168	1,912.50
200-200-54520	EQUIPMENT RENTAL/PURCHASE	KOCH EXCAVATING CO INC	01/04/21	25601	2,430.00
200-200-55210	CLAIMS AND SETTLEMENTS	MACQUEEN EQUIPMENT	09/30/20	W01889	23,689.78
200-200-55930	REFUNDS	ARL CREDIT SERVICES INC	12/31/20	ACCTY150 DEC20	147.00
200-200-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	01/13/21	174460/5	116.11
200-200-56010	SUPPLIES	ADVANCE AUTO PARTS	12/29/20	5606036481467	12.86
200-200-56010	SUPPLIES	BLACKSTRAP INC	01/07/21	Multiple	3,303.59
200-200-56010	SUPPLIES	CENTRAL PARTS & MACHINE	01/05/21	Multiple	37.11
200-200-56010	SUPPLIES	O'REILLY AUTOMOTIVE INC	12/28/20	Multiple	109.43
200-200-56010	SUPPLIES	REARDON LAWN & GARDEN INC	12/01/20	Multiple	116.93
200-200-56010	SUPPLIES	WINTER EQUIPMENT COMPANY	01/05/21	IV46442	1,666.66
200-200-56020	OFFICE SUPPLIES	OFFICENET	12/28/20	950516-0	35.79
200-200-56050	FUEL	SAPP BROS PETROLEUM INC	12/29/20	IN3337935	6,524.25
200-200-56210	NATURAL GAS	BLACK HILLS ENERGY	01/08/21	6310 3990 85 JAN21	454.08
200-200-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	01/08/21	83719	908.78
200-200-56220	ELECTRICITY	CORNHUSKER PUBLIC POWER DI	01/01/21	Multiple	594.30
200-200-56220	ELECTRICITY	LOUP POWER DISTRICT	01/05/21	Multiple	29,474.21
200-200-56240	TELEPHONE	VERIZON WIRELESS	12/26/20	9870062407	368.30
200-200-56250	REFUSE	ACE SANITATION SERVICE INC	01/01/21	4932 DEC20	39.00
200-200-56250	REFUSE	NORTHEAST NEBRASKA SOLID	12/31/20	123120TRSFR	166.10
200-200-57300-20077	CAPITAL-NEW CONSTRUCTION	WILSON & COMPANY, INC	12/18/20	94547	5,160.26

Total For Dept 200 STREETS 89,182.65

Total For Fund 200 STREETS/ENGINEERING 89,182.65

Fund 205 AIRPORT  
 Dept 205 AIRPORT

205-205-53520	CONTRACT SERVICES	DTN LLC	01/08/21	5875266	786.00
205-205-54320	EQUIPMENT MAINTENANCE	NAPA AUTO PARTS OF COLUMBU	12/30/20	692402	11.15
205-205-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	01/07/21	174335/5	19.66
205-205-56010	SUPPLIES	MENARDS	12/28/20	31593	82.17
205-205-56020	OFFICE SUPPLIES	OFFICENET	01/11/21	952156-0	11.38
205-205-56210	NATURAL GAS	BLACK HILLS ENERGY	01/08/21	3224 1153 18 JAN21	101.54
205-205-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	01/08/21	83705	113.22
205-205-56220	ELECTRICITY	LOUP POWER DISTRICT	01/05/21	Multiple	1,633.06
205-205-56240	TELEPHONE	FRONTIER	12/30/20	30818801750912722	99.99
205-205-56240	TELEPHONE	VERIZON WIRELESS	12/26/20	9870062407	82.32

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Fund 205 AIRPORT					
Dept 205 AIRPORT					
205-205-56260	UTILITIES - FSS BUILDING	LOUP POWER DISTRICT	01/05/21	400096 JAN21	654.00
205-205-57300-20084	CAPITAL-NEW CONSTRUCTION	OTTE ELECTRIC	12/24/20	10588	3,052.69
Total For Dept 205 AIRPORT					6,647.18
Total For Fund 205 AIRPORT					6,647.18
Fund 211 1/2 CENT SALES TAX					
Dept 211 1/2 CENT SALES TAX					
211-211-57550-20088	CAPITAL-CAPITAL IMPROVE	COMMONWEALTH ELECTRIC COM	12/31/20	57146	14,911.00
211-211-57550-20088	CAPITAL-CAPITAL IMPROVE	ELECTRONIC ENGINEERING	01/12/21	853003482-1	2,633.45
Total For Dept 211 1/2 CENT SALES TAX					17,544.45
Total For Fund 211 1/2 CENT SALES TAX					17,544.45
Fund 220 COMMUNICATIONS - E911					
Dept 220 E911					
220-220-52700	TRAINING AND TUITION	PENSICK, RACHEL	12/21/20	Multiple	86.25
220-220-53200	PROFESSIONAL SERVICES	LANGUAGE LINE SERVICES INC	12/31/20	10150434	18.08
220-220-56010	SUPPLIES	CULLIGAN OF COLUMBUS	12/31/20	246994	35.00
220-220-56010	SUPPLIES	FIRST NATIONAL BANK OMAHA	12/21/20	2023	250.00
220-220-56030	CLEANING SUPPLIES/SERVICE	SERVICEMASTER BY SHEVLIN	01/01/21	7927	1,412.00
220-220-56220	ELECTRICITY	LOUP POWER DISTRICT	01/05/21	400096 JAN21	654.00
220-220-56240	TELEPHONE	CENTURY LINK	01/01/21	402 D33-0443 046	169.09
220-220-56240	TELEPHONE	FRONTIER	12/30/20	Multiple	959.53
220-220-56240	TELEPHONE	LINGO	12/31/20	1186136657	51.65
220-220-56240	TELEPHONE	VERIZON WIRELESS	12/26/20	9870062407	41.16
220-220-56650	MEMBERSHIP DUES	FIRST NATIONAL BANK OMAHA	12/18/20	Multiple	214.00
220-220-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	12/31/20	123120ANNUAL	9.56
Total For Dept 220 E911					3,900.32
Total For Fund 220 COMMUNICATIONS - E911					3,900.32
Fund 221 COMMUNICATIONS - WIRELESS E911					
Dept 221 WIRELESS E911					
221-221-53200	PROFESSIONAL SERVICES	LANGUAGE LINE SERVICES INC	12/31/20	10150434	88.23
221-221-56240	TELEPHONE	CENTURY LINK	01/01/21	402 D33-0443 046	825.54
Total For Dept 221 WIRELESS E911					913.77
Total For Fund 221 COMMUNICATIONS - WIRELESS E911					913.77
Fund 225 COMMUNICATIONS-EC-911 EQUIPMENT SHARING					
Dept 225 EC-911 EQUIPMENT SHARING					
225-225-56240	TELEPHONE	TELECOMMUNICATION SYSTEMS	01/08/21	01INV-000039666	1,554.00
Total For Dept 225 EC-911 EQUIPMENT SHARING					1,554.00
Total For Fund 225 COMMUNICATIONS-EC-911 EQUIPME					1,554.00
Fund 240 HOUSING REHAB & LOANS					
Dept 245 CDBG GRANTS					
240-245-56780	HOUSING LOANS & ADMIN	HLK, LLC	01/13/21	Multiple	3,047.50
240-245-56780	HOUSING LOANS & ADMIN	JMGC PROPERTIES, LLC	01/13/21	19-DTR-101 DD16	7,153.17
240-245-56780	HOUSING LOANS & ADMIN	NORTHEAST NEBRASKA ECONOMI	01/19/21	19-DTR-101 DD 15	420.00
Total For Dept 245 CDBG GRANTS					10,620.67

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Fund 240 HOUSING REHAB & LOANS					
Total For Fund 240 HOUSING REHAB & LOANS					10,620.67
Fund 500 UTILITY SERVICE					
Dept 000					
500-000-20100	CSX-1	EARLEY BOB	01/12/21	Multiple	116.40
Total For Dept 000					116.40
Dept 500 WASTEWATER COLLECTION					
500-500-52800	UNIFORMS	JACKSON SERVICES INC	12/31/20	Multiple	266.64
500-500-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	01/05/21	Multiple	16.96
500-500-54320	EQUIPMENT MAINTENANCE	ELECTRIC PUMP INC	12/31/20	0890326-IN	90.13
500-500-54320	EQUIPMENT MAINTENANCE	HOA SOLUTIONS INC	12/29/20	9370	250.00
500-500-54320	EQUIPMENT MAINTENANCE	MENARDS	12/28/20	31585	6.98
500-500-54320	EQUIPMENT MAINTENANCE	MUNICIPAL PIPE TOOL CO LLC	12/31/20	31942	266.18
500-500-54320	EQUIPMENT MAINTENANCE	NORTHWEST ELECTRIC LLC	01/06/21	211639	26.91
500-500-54320	EQUIPMENT MAINTENANCE	OTTE ELECTRIC	12/26/20	Multiple	4,725.18
500-500-54320	EQUIPMENT MAINTENANCE	PLATTE VALLEY COMMUNICATIO	12/02/20	072000086	130.50
500-500-54320	EQUIPMENT MAINTENANCE	PRODUCTIVITY PLUS ACCT-TI	12/18/20	14982714GP	174.92
500-500-54320	EQUIPMENT MAINTENANCE	TRACTOR SUPPLY CREDIT PLAN	12/08/20	254297	9.28
500-500-54390	SYSTEM MAINTENANCE	ONE CALL CONCEPTS INC	12/31/20	0120124	86.33
500-500-56020	OFFICE SUPPLIES	OFFICENET	01/05/21	Multiple	128.86
500-500-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	12/31/20	Multiple	19.83
500-500-56030	CLEANING SUPPLIES/SERVICE	MENARDS	01/08/21	Multiple	64.17
500-500-56040	POSTAGE AND FREIGHT	MAIL PREP ETC	01/11/21	2594	2,090.48
500-500-56040	POSTAGE AND FREIGHT	UNITED STATES POST OFFICE	01/01/21	POB1217	182.00
500-500-56220	ELECTRICITY	CORNHUSKER PUBLIC POWER DI	01/01/21	Multiple	317.67
500-500-56220	ELECTRICITY	LOUP POWER DISTRICT	12/22/20	Multiple	2,049.02
500-500-56240	TELEPHONE	A TO Z MESSAGING	01/01/21	12441	52.50
500-500-56240	TELEPHONE	VERIZON WIRELESS	12/26/20	9870062407	302.95
500-500-56250	REFUSE	ACE SANITATION SERVICE INC	01/01/21	4931 DEC20	19.50
500-500-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	12/31/20	12.31.2020 UTILITY	34,121.23
500-500-57300-20090	CAPITAL-NEW CONSTRUCTION	GILMORE & ASSOCIATES	01/06/21	37628	1,739.50
500-500-57300-20090	CAPITAL-NEW CONSTRUCTION	OBRIST & CO INC	01/04/21	3	71,217.60
Total For Dept 500 WASTEWATER COLLECTION					118,355.32
Dept 501 WASTEWATER TREATMENT FAC					
500-501-52800	UNIFORMS	JACKSON SERVICES INC	12/31/20	4454326	90.81
500-501-54320	EQUIPMENT MAINTENANCE	ADVANCE AUTO PARTS	12/30/20	5606036567224	97.50
500-501-54320	EQUIPMENT MAINTENANCE	CENTRAL PARTS & MACHINE	12/28/20	2925 001-421008	16.95
500-501-54320	EQUIPMENT MAINTENANCE	HYDRO INTERNATIONAL WASTE	01/12/21	SIN-002239	482.77
500-501-54320	EQUIPMENT MAINTENANCE	NEBRASKA HARVESTORE SYSTEM	01/05/21	8862	25.59
500-501-54320	EQUIPMENT MAINTENANCE	SCHWING BIOSET	12/31/20	61425544	1,290.19
500-501-55640	COMPLIANCE TESTING	MIDWEST LABORATORIES INC	01/05/21	1021874	90.75
500-501-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	01/11/21	Multiple	8.47
500-501-56010	SUPPLIES	HADLEY-BRAITHWAIT COMPANY	01/05/21	220133	136.85
500-501-56010	SUPPLIES	MENARDS	01/08/21	32203	42.70
500-501-56010	SUPPLIES	TRACTOR SUPPLY CREDIT PLAN	12/23/20	255786	31.98
500-501-56010	SUPPLIES	ZEE MEDICAL SERVICE	01/08/21	125-018048	28.90
500-501-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	12/31/20	4454327	2.81
500-501-56060	CHEMICALS	PETE LIEN & SONS INC.	01/04/21	Multiple	11,601.23
500-501-56210	NATURAL GAS	BLACK HILLS ENERGY	01/08/21	6007 1329 48 JAN21	2,900.98
500-501-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	01/08/21	Multiple	3,764.57
500-501-56220	ELECTRICITY	LOUP POWER DISTRICT	01/05/21	Multiple	14,280.10
500-501-56240	TELEPHONE	FRONTIER	12/30/20	30818801750912722	60.24

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Fund 500 UTILITY SERVICE					
Dept 501 WASTEWATER TREATMENT FAC					
500-501-56240	TELEPHONE	VERIZON WIRELESS	12/26/20	9870062407	82.32
500-501-57200-20097	CAPITAL-LAND & BUILDINGS	HDR ENGINEERING INC	12/31/20	1200317542	10,933.91
Total For Dept 501 WASTEWATER TREATMENT FAC					45,969.62
Total For Fund 500 UTILITY SERVICE					164,441.34
Fund 520 WATER					
Dept 000					
520-000-20100	CWX-1	GROTELUESCHEN HILBERT	01/14/21	Multiple	17.72
Total For Dept 000					17.72
Dept 520 WATER					
520-520-52800	UNIFORMS	JACKSON SERVICES INC	01/05/21	Multiple	82.39
520-520-54310	BUILDING MAINTENANCE	JACKSON SERVICES INC	01/05/21	Multiple	14.30
520-520-54320	EQUIPMENT MAINTENANCE	HOA SOLUTIONS INC	12/29/20	9369	267.50
520-520-54320	EQUIPMENT MAINTENANCE	MENARDS	12/31/20	Multiple	0.00
520-520-54320	EQUIPMENT MAINTENANCE	PRODUCTIVITY PLUS ACCT-TIT	12/18/20	14982714GP	174.92
520-520-54320	EQUIPMENT MAINTENANCE	SAPP BROS COLUMBUS INC	12/31/20	22023477	53.49
520-520-54390	SYSTEM MAINTENANCE	ACE HARDWARE & GARDEN CNT	01/04/21	Multiple	25.78
520-520-54390	SYSTEM MAINTENANCE	ONE CALL CONCEPTS INC	12/31/20	0120124	86.33
520-520-54390	SYSTEM MAINTENANCE	UTILITY SERVICE CO INC	01/01/21	526256/7/8/9	11,164.80
520-520-54420	WELL MAINTENANCE	CORE & MAIN LP	12/31/20	N418658	1,225.42
520-520-55210	CLAIMS AND SETTLEMENTS	LARM (LEAGUE ASSOCIATION C	01/11/21	LARP10342A1	157.46
520-520-56020	OFFICE SUPPLIES	OFFICENET	01/05/21	Multiple	41.90
520-520-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	12/31/20	Multiple	64.78
520-520-56030	CLEANING SUPPLIES/SERVICE	MENARDS	01/08/21	32189	12.14
520-520-56040	POSTAGE AND FREIGHT	MAIL PREP ETC	01/11/21	2594	2,090.47
520-520-56040	POSTAGE AND FREIGHT	UNITED STATES POST OFFICE	01/01/21	POB1217	182.00
520-520-56060	CHEMICALS	OFFICENET	12/30/20	952067-0	14.87
520-520-56210	NATURAL GAS	BLACK HILLS ENERGY	01/08/21	Multiple	755.75
520-520-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	01/08/21	83719	389.47
520-520-56220	ELECTRICITY	LOUP POWER DISTRICT	12/22/20	Multiple	7,025.08
520-520-56240	TELEPHONE	A TO Z MESSAGING	01/01/21	12441	52.50
520-520-56240	TELEPHONE	FRONTIER	12/30/20	Multiple	176.09
520-520-56240	TELEPHONE	VERIZON WIRELESS	12/26/20	9870062407	144.06
520-520-56250	REFUSE	ACE SANITATION SERVICE INC	01/01/21	4931 DEC20	19.50
520-520-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	12/31/20	12.31.2020 UTILITY	9,969.66
520-520-57300-20101	CAPITAL-NEW CONSTRUCTION	GILMORE & ASSOCIATES	01/06/21	37628	710.50
520-520-57300-20101	CAPITAL-NEW CONSTRUCTION	OBRIST & CO INC	01/04/21	3	27,695.73
Total For Dept 520 WATER					62,596.89
Dept 522 SUPERFUND PROJECT					
520-522-56220	ELECTRICITY	LOUP POWER DISTRICT	01/07/21	Multiple	512.78
Total For Dept 522 SUPERFUND PROJECT					512.78
Total For Fund 520 WATER					63,127.39
Fund 560 STORMWATER UTILITY					
Dept 000					
560-000-20100	SXF-1	GROTELUESCHEN HILBERT	01/14/21	Multiple	6.69
Total For Dept 000					6.69
Dept 560 STORMWATER UTILITY					

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Fund 560 STORMWATER UTILITY					
Dept 560 STORMWATER UTILITY					
560-560-53400	COMPUTER SUPPORT/MAINT	VERIZON CONNECT NWF, INC.	01/01/21	OSVO00002317104	32.38
560-560-56650	MEMBERSHIP DUES	FIRST NATIONAL BANK OMAHA	12/11/20	Multiple	105.00
560-560-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	12/31/20	12.31.2020 UTILITY	2,022.81
Total For Dept 560 STORMWATER UTILITY					2,160.19
Total For Fund 560 STORMWATER UTILITY					2,166.88
Fund 570 SOLID WASTE DIVISION					
Dept 000					
570-000-20100	SWD-1	GROTELUESCHEN HILBERT	01/14/21	Multiple	3.99
Total For Dept 000					3.99
Dept 570 TRANSFER STATION					
570-570-52800	UNIFORMS	JACKSON SERVICES INC	12/31/20	Multiple	197.57
570-570-53200	PROFESSIONAL SERVICES	OLSON'S PEST TECHNICIANS	01/11/21	194784	50.00
570-570-53400	COMPUTER SUPPORT/MAINT	CAROLINA SOFTWARE	01/01/21	77864	200.00
570-570-54320	EQUIPMENT MAINTENANCE	NEBRASKA HARVESTORE SYSTEM	01/08/21	8916	266.48
570-570-54330	VEHICLE MAINTENANCE	TRUCK CENTER COMPANIES	01/06/21	Multiple	1,779.54
570-570-54550	LANDFILL DISPOSAL	NORTHEAST NEBRASKA SOLID	12/31/20	123120TRSFR	56,687.55
570-570-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	01/07/21	4458497	30.57
570-570-56050	FUEL	SAPP BROS PETROLEUM INC	12/24/20	IN3339229	5,206.96
570-570-56090	SMALL TOOLS	CENTRAL PARTS & MACHINE	01/11/21	2875 001-421911	67.65
570-570-56220	ELECTRICITY	LOUP POWER DISTRICT	01/05/21	Multiple	1,157.80
570-570-56240	TELEPHONE	VERIZON WIRELESS	12/26/20	9870062407	41.16
Total For Dept 570 TRANSFER STATION					65,685.28
Total For Fund 570 SOLID WASTE DIVISION					65,689.27
Fund 600 HEALTH INSURANCE					
Dept 000					
600-000-10113	PETTY CASH WELLNESS	COLUMBUS AREA CHAMBER OF	01/08/21	HEALTH	1,380.00
Total For Dept 000					1,380.00
Total For Fund 600 HEALTH INSURANCE					1,380.00

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Fund Totals:					
		Fund 100	GENERAL FUND		407,630.69
		Fund 160	PLATTE CO LIBRARY SERVI		1,806.04
		Fund 200	STREETS/ENGINEERING		89,182.65
		Fund 205	AIRPORT		6,647.18
		Fund 211	1/2 CENT SALES TAX		17,544.45
		Fund 220	COMMUNICATIONS - E911		3,900.32
		Fund 221	COMMUNICATIONS - WIRELE		913.77
		Fund 225	COMMUNICATIONS-EC-911 E		1,554.00
		Fund 240	HOUSING REHAB & LOANS		10,620.67
		Fund 500	UTILITY SERVICE		164,441.34
		Fund 520	WATER		63,127.39
		Fund 560	STORMWATER UTILITY		2,166.88
		Fund 570	SOLID WASTE DIVISION		65,689.27
		Fund 600	HEALTH INSURANCE		1,380.00
Total For All Funds:					836,604.65
--- TOTALS BY GL DISTRIBUTION ---					
	100-100-52700		TRAINING AND TUITION		395.00
	100-100-53200		PROFESSIONAL SERVICES		8,295.75
	100-100-53400		COMPUTER SUPPORT/MAINT		14,442.22
	100-100-54310		BUILDING MAINTENANCE		57.69
	100-100-54330		VEHICLE MAINTENANCE		82.55
	100-100-55900		MISCELLANEOUS		102.00
	100-100-55920		MISC FEES		56.00
	100-100-55950		COVID-19 EXPENSES		45.29
	100-100-56010		SUPPLIES		222.60
	100-100-56020		OFFICE SUPPLIES		347.76
	100-100-56030		CLEANING SUPPLIES/SERVICE		1,929.00
	100-100-56040		POSTAGE AND FREIGHT		1,086.60
	100-100-56210		NATURAL GAS		0.40
	100-100-56220		ELECTRICITY		4,878.00
	100-100-56240		TELEPHONE		(16.28)
	100-100-56250		REFUSE		69.03
	100-100-56410		BOOKS AND PUBLICATIONS		17.58
	100-100-56620		EMERGENCY MANAGEMENT		688.76
	100-100-56690		SALES TAX REMITTANCE		21.24
	100-100-57200-20003		CAPITAL-LAND & BUILDINGS		4,872.00
	100-102-54310		BUILDING & GROUNDS MAINT		679.77
	100-102-56210		NATURAL GAS		242.50
	100-102-56220		ELECTRICITY		107.61
	100-102-56240		TELEPHONE		68.72
	100-103-54510-III-B		BUILDING RENTAL/LEASE		6,424.99
	100-103-54510-III-C		BUILDING RENTAL/LEASE		2,886.59
	100-103-56010-III-B		SUPPLIES		30.00
	100-103-56010-III-C		SUPPLIES		2,491.76
	100-103-56030-III-B		CLEANING SUPPLIES/SERVICE		11.24
	100-103-56030-III-C		CLEANING SUPPLIES/SERVICE		11.24
	100-103-56300-III-C		FOOD COSTS		4,417.08
	100-103-56650-III-B		MEMBERSHIP DUES		15.00
	100-105-56240		TELEPHONE		123.28
	100-108-56240		TELEPHONE		41.16
	100-110-52700		TRAINING AND TUITION		685.20
	100-110-52710		EMPLOYEE RECRUITMENT/RETENTION		107.38
	100-110-52800		UNIFORMS		226.68
	100-110-52810		UNIFORMS-QUARTERMASTER		836.04
	100-110-53200		PROFESSIONAL SERVICES		5,380.21

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		100-110-54310		BUILDING MAINTENANCE	473.27
		100-110-54330		VEHICLE MAINTENANCE	2,734.54
		100-110-54530		VEHICLE TOWING	1,488.00
		100-110-55950		COVID-19 EXPENSES	358.00
		100-110-56010		SUPPLIES	184.32
		100-110-56030		CLEANING SUPPLIES/SERVICE	2,343.00
		100-110-56040		POSTAGE AND FREIGHT	95.85
		100-110-56050		FUEL	2,788.00
		100-110-56190-20018		PERSONAL PROTECTIVE SUPP	4,072.50
		100-110-56210		NATURAL GAS	1,431.68
		100-110-56220		ELECTRICITY	1,297.49
		100-110-56240		TELEPHONE	959.88
		100-110-56250		REFUSE	69.03
		100-110-56690		SALES TAX REMITTANCE	417.98
		100-110-57200-20014		CAPITAL-LAND & BUILDINGS	32,400.00
		100-110-57510-21001		CAPITAL-EQUIPMENT	21,000.00
		100-120-52800		UNIFORMS	381.99
		100-120-54310		BUILDING MAINTENANCE	487.06
		100-120-54330		VEHICLE MAINTENANCE	1,180.28
		100-120-56010		SUPPLIES	106.50
		100-120-56020		OFFICE SUPPLIES	56.30
		100-120-56030		CLEANING SUPPLIES/SERVICE	140.00
		100-120-56050		FUEL	80.86
		100-120-56210		NATURAL GAS	1,012.45
		100-120-56220		ELECTRICITY	962.31
		100-120-56240		TELEPHONE	536.78
		100-120-56690		SALES TAX REMITTANCE	32.12
		100-121-52700		TRAINING AND TUITION	57.00
		100-121-52710		EMPLOYEE RECRUITMENT/RETENTION	27.00
		100-121-52800		UNIFORMS	269.22
		100-121-53200		PROFESSIONAL SERVICES	616.00
		100-121-54310		BUILDING MAINTENANCE	106.75
		100-121-54320		EQUIPMENT MAINTENANCE	2,511.57
		100-121-54330		VEHICLE MAINTENANCE	15.97
		100-121-55930		REFUNDS	1,781.76
		100-121-55950		COVID-19 EXPENSES	159.95
		100-121-56010		SUPPLIES	2,767.43
		100-121-56020		OFFICE SUPPLIES	154.54
		100-121-56030		CLEANING SUPPLIES/SERVICE	100.00
		100-121-56210		NATURAL GAS	1,012.44
		100-121-56220		ELECTRICITY	962.32
		100-121-56240		TELEPHONE	536.77
		100-121-56690		SALES TAX REMITTANCE	10.84
		100-125-52700		TRAINING AND TUITION	380.00
		100-125-56020		OFFICE SUPPLIES	77.85
		100-125-56360		DEPARTMENT EXPENSES	100.00
		100-130-52700		TRAINING AND TUITION	500.00
		100-130-53400-MAKRS		COMPUTER SUPPORT/MAINT	100.20
		100-130-53400-PCLAB		COMPUTER SUPPORT/MAINT	273.00
		100-130-53410		ELECTRONIC CATALOGING	1,218.43
		100-130-55400		ADVERTISING AND PROMOTION	185.90
		100-130-56010-STAFF		SUPPLIES	10.02
		100-130-56030		CLEANING SUPPLIES/SERVICE	2,085.00
		100-130-56040-ILILO		POSTAGE AND FREIGHT	251.97
		100-130-56210		NATURAL GAS	1,013.38
		100-130-56220		ELECTRICITY	2,705.55
		100-130-56240		TELEPHONE	96.37
		100-130-56240-PATRN		TELEPHONE	310.00
		100-130-56400-YASCH		PROGRAMS	10.95

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		100-130-56410-ADULT		BOOKS AND PUBLICATIONS	1,036.46
		100-130-56410-SUBSC		BOOKS AND PUBLICATIONS	3,579.35
		100-130-56410-YOUNG		BOOKS AND PUBLICATIONS	296.91
		100-130-56690		SALES TAX REMITTANCE	280.15
		100-130-57200-20030		CAPITAL-LAND & BUILDINGS	176,330.20
		100-140-53520		CONTRACT SERVICES	146.50
		100-140-56010		SUPPLIES	37.97
		100-140-56220		ELECTRICITY	275.36
		100-140-56240		TELEPHONE	41.16
		100-145-52700		TRAINING AND TUITION	793.10
		100-145-55930		REFUNDS	11.25
		100-145-56240		TELEPHONE	228.27
		100-145-56690		SALES TAX REMITTANCE	38.59
		100-150-52700		TRAINING AND TUITION	180.00
		100-150-52710		EMPLOYEE RECRUITMENT/RETENTION	38.00
		100-150-52800		UNIFORMS	32.90
		100-150-53400		COMPUTER SUPPORT/MAINT	348.00
		100-150-54310		BUILDING MAINTENANCE	634.22
		100-150-54320		EQUIPMENT MAINTENANCE	1,356.71
		100-150-54330		VEHICLE MAINTENANCE	9.09
		100-150-54520		EQUIPMENT RENTAL/PURCHASE	31.00
		100-150-56010		SUPPLIES	164.80
		100-150-56210		NATURAL GAS	323.16
		100-150-56220		ELECTRICITY	3,125.50
		100-150-56240		TELEPHONE	78.47
		100-150-57510-21098		CAPITAL-EQUIPMENT	11,871.00
		100-151-54310		BUILDING MAINTENANCE	804.05
		100-151-56210		NATURAL GAS	62.58
		100-151-56220		ELECTRICITY	1,527.23
		100-151-56240		TELEPHONE	72.72
		100-151-56690		SALES TAX REMITTANCE	2.46
		100-151-57510-21098		CAPITAL-EQUIPMENT	12,000.00
		100-152-52700		TRAINING AND TUITION	90.00
		100-152-53400		COMPUTER SUPPORT/MAINT	1,500.00
		100-152-54320		EQUIPMENT MAINTENANCE	26.23
		100-152-55400		ADVERTISING AND PROMOTION	1,850.00
		100-152-55920		MISC FEES	30.20
		100-152-56010		SUPPLIES	204.09
		100-152-56020		OFFICE SUPPLIES	593.00
		100-152-56030		CLEANING SUPPLIES/SERVICE	331.10
		100-152-56210		NATURAL GAS	1,772.22
		100-152-56220		ELECTRICITY	4,566.24
		100-152-56240		TELEPHONE	42.14
		100-152-56690		SALES TAX REMITTANCE	178.40
		100-152-57510-21098		CAPITAL-EQUIPMENT	3,676.00
		100-155-52700		TRAINING AND TUITION	90.00
		100-155-53520		CONTRACT SERVICES	2,145.00
		100-155-53530		COMMISSION ON GREEN FEES	22.72
		100-155-54320		EQUIPMENT MAINTENANCE	2,511.80
		100-155-56010		SUPPLIES	31.98
		100-155-56210		NATURAL GAS	178.71
		100-155-56220		ELECTRICITY	554.90
		100-155-56690		SALES TAX REMITTANCE	34.48
		100-156-53400		COMPUTER SUPPORT/MAINT	265.00
		100-156-53500		COMMISSION ON CARTS	46.75
		100-156-53520		CONTRACT SERVICES	4,353.00
		100-156-53530		COMMISSION ON GREEN FEES	31.95
		100-156-54310		BUILDING MAINTENANCE	63.85
		100-156-54320		EQUIPMENT MAINTENANCE	507.34

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		100-156-55920		MISC FEES	545.79
		100-156-56010		SUPPLIES	257.72
		100-156-56210		NATURAL GAS	162.27
		100-156-56220		ELECTRICITY	4,961.08
		100-156-56240		TELEPHONE	41.16
		100-156-56650		MEMBERSHIP DUES	250.00
		100-156-56690		SALES TAX REMITTANCE	80.40
		160-160-54320		EQUIPMENT MAINTENANCE	472.80
		160-160-56240		TELEPHONE	40.01
		160-160-56410		BOOKS AND PUBLICATIONS	1,293.23
		200-200-52700		TRAINING AND TUITION	90.96
		200-200-52710		EMPLOYEE RECRUITMENT/RETENTION	99.00
		200-200-52800		UNIFORMS	594.50
		200-200-53400		COMPUTER SUPPORT/MAINT	2,472.28
		200-200-54310		BUILDING MAINTENANCE	1,122.16
		200-200-54320		EQUIPMENT MAINTENANCE	1,971.30
		200-200-54330		VEHICLE MAINTENANCE	525.41
		200-200-54450		STREET MAINTENANCE	5,040.00
		200-200-54520		EQUIPMENT RENTAL/PURCHASE	4,342.50
		200-200-55210		CLAIMS AND SETTLEMENTS	23,689.78
		200-200-55930		REFUNDS	147.00
		200-200-56010		SUPPLIES	5,362.69
		200-200-56020		OFFICE SUPPLIES	35.79
		200-200-56050		FUEL	6,524.25
		200-200-56210		NATURAL GAS	1,362.86
		200-200-56220		ELECTRICITY	30,068.51
		200-200-56240		TELEPHONE	368.30
		200-200-56250		REFUSE	205.10
		200-200-57300-20077		CAPITAL-NEW CONSTRUCTION	5,160.26
		205-205-53520		CONTRACT SERVICES	786.00
		205-205-54320		EQUIPMENT MAINTENANCE	11.15
		205-205-56010		SUPPLIES	101.83
		205-205-56020		OFFICE SUPPLIES	11.38
		205-205-56210		NATURAL GAS	214.76
		205-205-56220		ELECTRICITY	1,633.06
		205-205-56240		TELEPHONE	182.31
		205-205-56260		UTILITIES - FSS BUILDING	654.00
		205-205-57300-20084		CAPITAL-NEW CONSTRUCTION	3,052.69
		211-211-57550-20088		CAPITAL-CAPITAL IMPROVE	17,544.45
		220-220-52700		TRAINING AND TUITION	86.25
		220-220-53200		PROFESSIONAL SERVICES	18.08
		220-220-56010		SUPPLIES	285.00
		220-220-56030		CLEANING SUPPLIES/SERVICE	1,412.00
		220-220-56220		ELECTRICITY	654.00
		220-220-56240		TELEPHONE	1,221.43
		220-220-56650		MEMBERSHIP DUES	214.00
		220-220-56690		SALES TAX REMITTANCE	9.56
		221-221-53200		PROFESSIONAL SERVICES	88.23
		221-221-56240		TELEPHONE	825.54
		225-225-56240		TELEPHONE	1,554.00
		240-245-56780		HOUSING LOANS & ADMIN	10,620.67
		500-000-20100		CSX-1	116.40
		500-500-52800		UNIFORMS	266.64
		500-500-54320		EQUIPMENT MAINTENANCE	5,697.04
		500-500-54390		SYSTEM MAINTENANCE	86.33
		500-500-56020		OFFICE SUPPLIES	128.86
		500-500-56030		CLEANING SUPPLIES/SERVICE	84.00
		500-500-56040		POSTAGE AND FREIGHT	2,272.48
		500-500-56220		ELECTRICITY	2,366.69

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		500-500-56240		TELEPHONE	355.45
		500-500-56250		REFUSE	19.50
		500-500-56690		SALES TAX REMITTANCE	34,121.23
		500-500-57300-20090		CAPITAL-NEW CONSTRUCTION	72,957.10
		500-501-52800		UNIFORMS	90.81
		500-501-54320		EQUIPMENT MAINTENANCE	1,913.00
		500-501-55640		COMPLIANCE TESTING	90.75
		500-501-56010		SUPPLIES	248.90
		500-501-56030		CLEANING SUPPLIES/SERVICE	2.81
		500-501-56060		CHEMICALS	11,601.23
		500-501-56210		NATURAL GAS	6,665.55
		500-501-56220		ELECTRICITY	14,280.10
		500-501-56240		TELEPHONE	142.56
		500-501-57200-20097		CAPITAL-LAND & BUILDINGS	10,933.91
		520-000-20100		CWX-1	17.72
		520-520-52800		UNIFORMS	82.39
		520-520-54310		BUILDING MAINTENANCE	14.30
		520-520-54320		EQUIPMENT MAINTENANCE	495.91
		520-520-54390		SYSTEM MAINTENANCE	11,276.91
		520-520-54420		WELL MAINTENANCE	1,225.42
		520-520-55210		CLAIMS AND SETTLEMENTS	157.46
		520-520-56020		OFFICE SUPPLIES	41.90
		520-520-56030		CLEANING SUPPLIES/SERVICE	76.92
		520-520-56040		POSTAGE AND FREIGHT	2,272.47
		520-520-56060		CHEMICALS	14.87
		520-520-56210		NATURAL GAS	1,145.22
		520-520-56220		ELECTRICITY	7,025.08
		520-520-56240		TELEPHONE	372.65
		520-520-56250		REFUSE	19.50
		520-520-56690		SALES TAX REMITTANCE	9,969.66
		520-520-57300-20101		CAPITAL-NEW CONSTRUCTION	28,406.23
		520-522-56220		ELECTRICITY	512.78
		560-000-20100		SXF-1	6.69
		560-560-53400		COMPUTER SUPPORT/MAINT	32.38
		560-560-56650		MEMBERSHIP DUES	105.00
		560-560-56690		SALES TAX REMITTANCE	2,022.81
		570-000-20100		SWD-1	3.99
		570-570-52800		UNIFORMS	197.57
		570-570-53200		PROFESSIONAL SERVICES	50.00
		570-570-53400		COMPUTER SUPPORT/MAINT	200.00
		570-570-54320		EQUIPMENT MAINTENANCE	266.48
		570-570-54330		VEHICLE MAINTENANCE	1,779.54
		570-570-54550		LANDFILL DISPOSAL	56,687.55
		570-570-56030		CLEANING SUPPLIES/SERVICE	30.57
		570-570-56050		FUEL	5,206.96
		570-570-56090		SMALL TOOLS	67.65
		570-570-56220		ELECTRICITY	1,157.80
		570-570-56240		TELEPHONE	41.16
		600-000-10113		PETTY CASH WELLNESS	1,380.00

5. **APPROVAL OF MINUTES - Included in Consent Agenda**

6. **SPECIAL PRESENTATIONS**

A. State of the City address by Mayor Bulkley.

7. **PUBLIC HEARINGS**

A. Public hearing - Citizen's Advisory Review Committee report of activities presented in accord with the Columbus Economic Development Plan.

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

Notice is hereby given that a public hearing before the City Council of the City of Columbus, Nebraska, will be held January 18, 2021, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, to receive a report of activities from the Citizen's Advisory Review Committee in accord with the Columbus Economic Development Plan and at said time and place you may appear and be heard.

Dated this 7 day of January, 2021

CITY OF COLUMBUS, NEBRASKA  
BY: Janelle Kline  
City Clerk

Publish: 01:07:21  
One Affidavit of Publication



The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

**memorandum**

**DATE:** January 13, 2021  
**TO:** Mayor and City Council Members  
**FROM:** Tara Vasicek, City Administrator   
**RE:** Citizens Advisory Review Committee (CARC) semi-annual report

A current fund account balance is attached here.

In the past six months the Citizens Advisory Review Committee has received 2 applications in the previous six months. One for the Columbus Area Future Fund and the other from NeighborWorks Northeast.

The Columbus Area Future Fund applied for and received \$3,000 for their 'Move to Columbus' digital marketing campaign.

NeighborWorks Northeast applied for a \$750,000 grant to be used as cash match in an application to the Rural Workforce Housing Fund (RWFH). The CARC and City Council approved up to \$750,000, contingent upon the amount of financial contributions NWNEN receives from local foundations and entities which, when combined with the \$750,000, do not surpass the amount granted by the state's RWFH grant.

Neither of the grants approved in the last six months have been paid out to date.

**CONCURRENCE:**

Todd Duren, Co-Chair CARC

**Progress and Jobs Growth  
Activity Through December 31, 2020**

	9/30/2016	9/30/2017	9/30/2018	9/30/2019	9/30/2020	12/31/2020
<b>Revenues:</b>						
Sales Tax	300,000.00	285,336.11		182,833.95	425,000.00	120,600.42
Federal Grants						
Local Grants						
Interest	16,311.97	16,610.34	21,429.44	28,960.42	26,128.83	703.33
Miscellaneous Receipts				500.00	(10,874.00)	
Loan Payments						
Monster Storage, LLC	30,000.00	30,000.00	60,000.00	-	-	-
Blazer LLC	39,154.06	61,560.00	61,560.00	77,070.00	48,867.34	
Central American Foods		10,000.00				
Columbus Hydraulics, LLC						
DiStar Industries			13,970.00	28,094.00	38,419.30	7,542.01
<b>Total Revenues</b>	<b>385,466.03</b>	<b>403,506.45</b>	<b>156,959.44</b>	<b>317,458.37</b>	<b>527,541.47</b>	<b>128,845.76</b>
<b>Expenditures:</b>						
Blazer, LLC			150,000.00			
Cargill Project	500.00	125,986.88				
Marriott		30,000.00				
DiStar Industries, LLC		120,000.00				
Columbus Hydraulics, LLC				600,000.00		
Workforce Housing Matching			750,000.00			
Columbus Area Future Fund						3,000.00
Columbus Area Chamber of Commerce				20,000.00		
<b>Total Expenditures</b>	<b>500.00</b>	<b>275,986.88</b>	<b>900,000.00</b>	<b>620,000.00</b>	<b>-</b>	<b>3,000.00</b>
<b>Net</b>	<b>384,966.03</b>	<b>127,519.57</b>	<b>(743,040.56)</b>	<b>(302,541.63)</b>	<b>527,541.47</b>	<b>125,845.76</b>
<b>Beginning Fund Balance</b>	<b>1,589,037.02</b>	<b>1,974,003.05</b>	<b>2,101,522.62</b>	<b>1,358,482.06</b>	<b>1,055,940.43</b>	<b>1,583,481.90</b>
<b>Ending Fund Balance</b>	<b>1,974,003.05</b>	<b>2,101,522.62</b>	<b>1,358,482.06</b>	<b>1,055,940.43</b>	<b>1,583,481.90</b>	<b>1,709,327.66</b>

- B. Public hearing - Amendment to Redevelopment Plan for the Armory Neighborhood Redevelopment Area (Ace Oversize Storage Redevelopment Project) located east of East 14 Avenue between East 23 Street and 25 Street. (Planning Commission recommends approval.)

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

NOTICE IS HEREBY GIVEN that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Monday, January 18, 2021, at 7 P.M., in the City Council Chambers, 1369 25 Avenue, Columbus, Nebraska, to consider and possibly take action on a redevelopment plan entitled: "Amendment to the Redevelopment Plan for the Armory Neighborhood Redevelopment Area (the Ace Oversize Storage 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 14 Avenue between East 23 Street and Minden Drive, in Columbus, Nebraska. The project set forth in the redevelopment plan is located to the east of East 14 Avenue between East 23 Street and 25 Street.

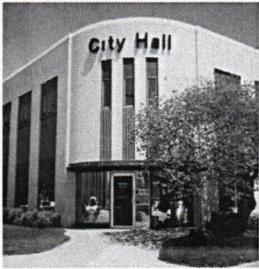
A map of the redevelopment area, a map of the project site, and the cost-benefit analysis for the redevelopment project set forth in the redevelopment plan is available for review at the office of the city clerk at 2424 14 Street, Columbus, Nebraska, telephone number 402-562-4224.

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

Dated this 31 day of December, 2020.

City of Columbus, Nebraska  
Janelle Kline, City Clerk

Publish: 12:31:20; 01:07:21  
Two Affidavits of Publication



# The City of Columbus

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

## memorandum

**DATE:** January 6, 2021

**TO:** Planning Commission

**FROM:** Tara Vasicek, City Administrator 

**RE:** Redevelopment Plan for blighted and substandard area 9 (The Armory Neighborhood Redevelopment Area).

### RECOMMENDATION:

Approval of a redevelopment plan for blight and substandard 'Area 9' to the Mayor and City Council.

### DISCUSSION:

Ace Oversize Storage, LLC, City staff and legal counsel have ensured that the plan meet the land uses in the redevelopment area as described in the Plan. The plan was 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.



**AMENDMENT TO THE REDEVELOPMENT PLAN FOR  
THE ARMORY NEIGHBORHOOD REDEVELOPMENT AREA  
(THE ACE OVERSIZE STORAGE REDEVELOPMENT PROJECT)**

**PREPARED NOVEMBER, 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 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 construction of an oversized storage facility, consisting of two buildings with approximately 20,250 square feet of indoor space, within the Redevelopment Area (such public and private improvements in association therewith 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 east of East 14th Avenue between East 23rd Street and 25th Street. 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. 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 ML/C-1 (Light Industrial) designation for future use of the Project Site. Light Industrial allows for both convenience and vehicle storage. Further, the Project Site is currently designated Light Industrial, which shows both a current and future desire to develop the site for such purposes. With respect to such classification, the Comprehensive Plan provides that "having an area that can accommodate more traditional, heavy industry can be an important component of a successful economic development strategy." The Comprehensive Plan includes storage facilities within this subtext.

The Comprehensive Plan further sets forth the following "guiding principle": "Maximize the use of planning and financial tools to mitigate the cost of development to the community while providing incentives for well-planned development that achieves stated City principles and goals." TIF is one such incentive. Accordingly, the Redevelopment Project conforms to both the land use and implementation goals of the City's Comprehensive Plan.

**D. Redevelopment Project Overview**

Based on Redeveloper's experience and market research, there is a growing need in the City for commercial storage for large and high-volume items that is not served by traditional self-storage facilities. Such demand will increase with the continued commercial growth of the City. Additionally, these types of facilities are difficult to develop due to the lack of property in the City that is appropriately zoned for such uses within a reasonable proximity to its users. Accordingly, Redeveloper intends to construct a storage facility for large and oversized items on the Project Site. The improvements will consist of two buildings, with approximately 20,250 square feet of aggregate indoor space, in addition to the related public and private improvements specifically detailed herein. The site will also facilitate the parking of commercial vehicles. Members of the Redeveloper entity currently own the Project Site and intend to contribute the Project Site in-kind to the Redeveloper entity upon the approval of this Redevelopment Plan. The Project Site is located to the east of East 14th Avenue between East 23rd Street and 25th Street on a vacant parcel of land. No public acquisition of the Project Site is anticipated. Additionally, no families will be displaced as a result of the Redevelopment Project.

Exhibit "C", attached hereto and incorporated herein, sets forth the proposed site plan for the Redevelopment Project.

**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 ML/C-1 (Light Industrial).

**3. Existing Public Improvements**

Public access to the Project Site currently exists from 25th Street. 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

Public access to the Project Site currently exists via 25th Street. Redeveloper will construct paving for ingress and egress therefrom. 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 the buildings. Redeveloper also anticipates the construction of electric utilities extending to the buildings on the Project Site. The anticipated public improvements (and costs related to the public improvements) for the Redevelopment Project 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 is commercial/industrial in nature and will not increase population density in the area.

g. Land Coverage

Land coverage for the Project Site includes approximately 50,000 square feet of undeveloped land. The Redevelopment Project will consist of the construction of two buildings, with approximately 20,250 square feet of aggregate indoor space, with the footprint shown on the site plan set forth in Exhibit "C". The Redevelopment Project is subject to and will comply with all applicable land coverage ratios required by the City.

h. Parking

The City's Zoning Code requires one parking space per ten storage units. Redeveloper estimates that the buildings will have a combined 28 storage units, requiring a total of three parking spaces. As shown in Exhibit "C", Redeveloper will comply with this requirement.

g. Zoning, Building Code and Ordinance

The Project Site is currently zoned as ML/C-1 (Light Industrial). Light Industrial allows for both convenience and vehicle storage. Accordingly, no zoning change will be required as part of the Redevelopment Project. Notwithstanding, 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 two buildings, with approximately 20,250 square feet of aggregate indoor space, in addition to the related facilities and improvements ancillary thereto. Redeveloper or other builders taking reconveyance from Redeveloper will construct the private improvements. Paragraph H of this Redevelopment Plan details the anticipated construction schedule for the private improvements.

**G. Project Costs**

The total estimated costs of the Redevelopment Project are \$744,160. 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 anticipates that construction of the Redevelopment Project will commence upon final approval of this Redevelopment Plan, and will be completed prior to December 31, 2021. Notwithstanding the foregoing, Redeveloper's timely completion of the Redevelopment Project is subject to extraneous factors, which may necessitate that Redeveloper completes the Redevelopment Project later than the projected date. As such, the anticipated start and completion dates are preliminary and subject to change based upon market conditions, availability of materials, workforce availability and other extraneous factors.

**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 the Redevelopment Project will be set forth in the redevelopment contract and/or the resolution authorizing the TIF Indebtedness (defined below). The Agency and Redeveloper anticipate the issuance of one TIF bond for the Redevelopment Project. All TIF Revenues generated by the Redevelopment Project shall only be divided and allocated over the applicable 15-year increment period or until full 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 in its TIF application that:

“We have been looking at developing oversize storage in Columbus, NE. Due to the lack of lots correctly zoned, we were limited in locations to build. This particular lot was under our consideration, but we withdrew interest due to the amount of fill needed. It sits in a low area of town, and the street sits approximately 3 feet higher than the average lot height. Once this area became blighted, using tax increment financing made this lot feasible to build on. This lot was on the market from 2004 until our purchase in 2018.”

In accordance with the above representations of Redeveloper, the current conditions of the Project Site, and the added site preparation costs related thereto, contribute to the site’s

blighted and substandard condition and the infeasibility of its development without the assistance of TIF. Accordingly, 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 one TIF bond or note (the "TIF Indebtedness") in the principal amount of \$123,400. The TIF Indebtedness shall bear interest at a rate not to exceed 5.00% per annum. The final principal and interest amount comprising the TIF Indebtedness shall be determined by the Agency and set forth in the redevelopment contract or resolution authorizing the issuance of the TIF Indebtedness.

The total estimated cost of the Redevelopment Project is \$744,160. 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.

## **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



Existing Conditions of Redevelopment Area and Surrounding Area:

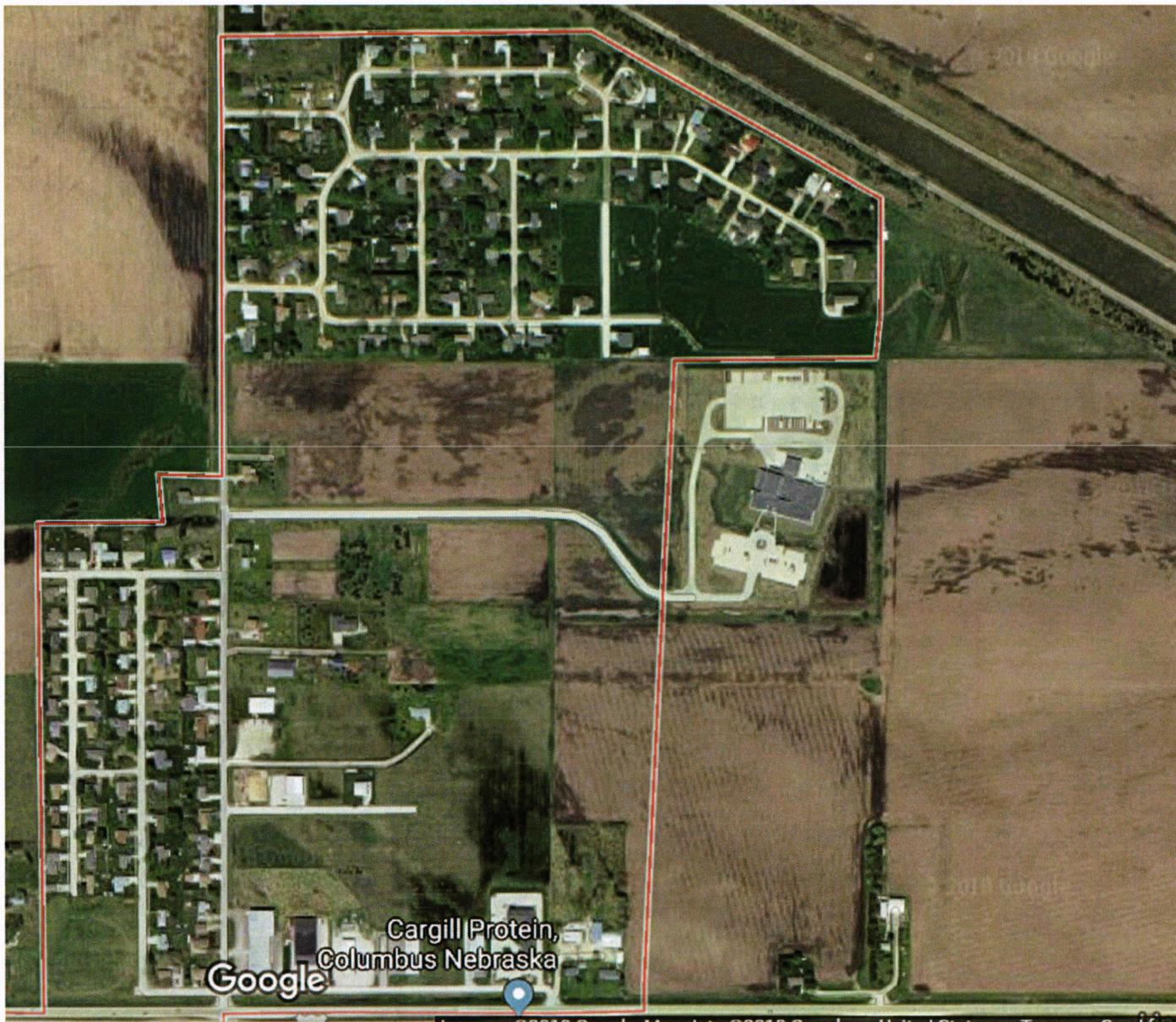


Exhibit "A"

**EXHIBIT "A-1"**

**Project Site and Existing Land Use**

**Legal Description:**

Lot 4 Block B (Tract 1), Lambert Industrial Addition, Columbus, Platte County, Nebraska.

\* In the event Redeveloper subdivides or replats the Project Site, the legal description(s) of such subdivided or replatted parcel(s) comprising the Project Site, upon final approval of the City with respect thereto, shall replace and supersede the above legal description.

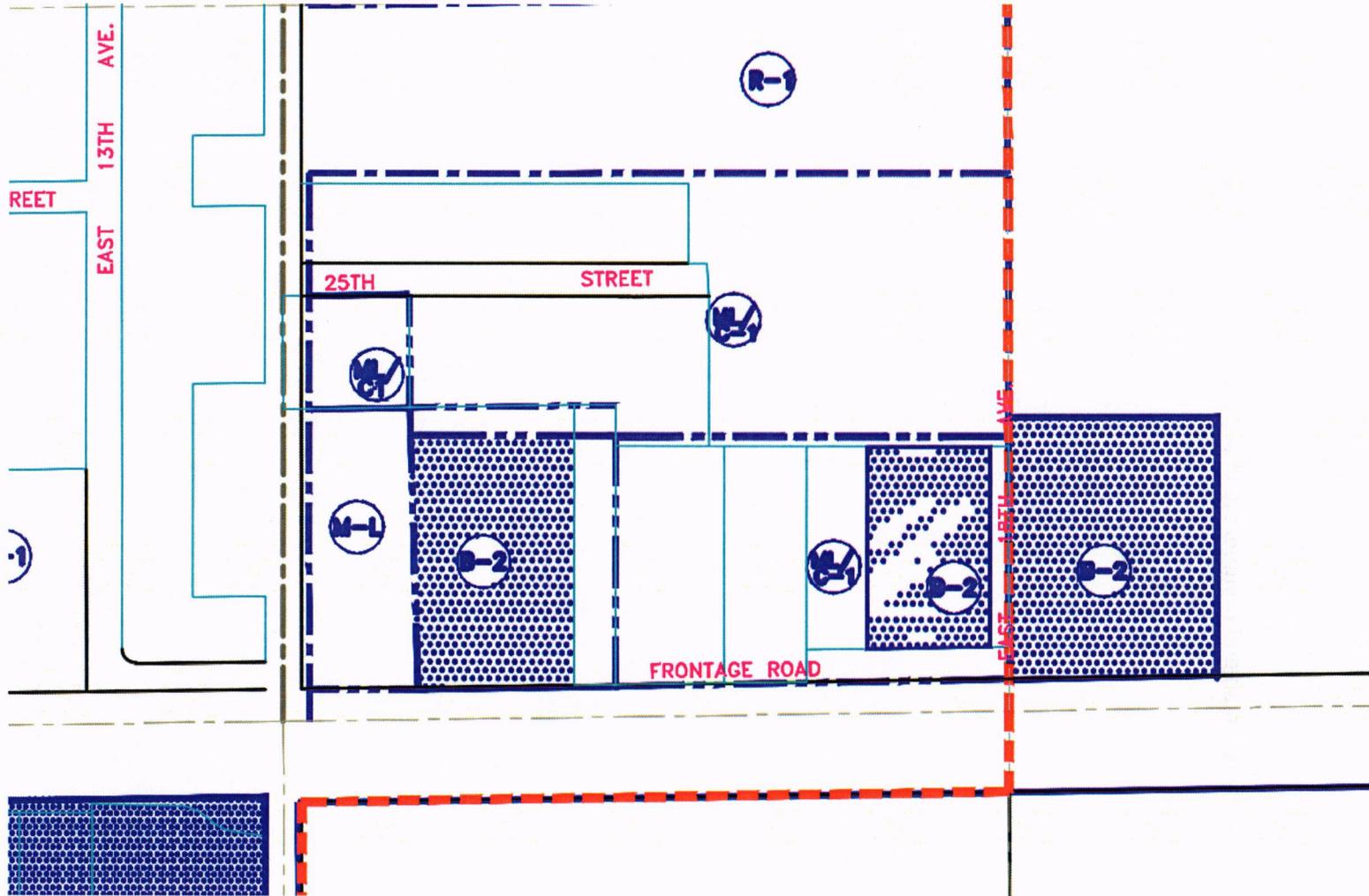
Depiction and Current Condition (outlined in red):



Exhibit "A-1"

**EXHIBIT "B"**

**Future Land Use Map**



\* Project Site designated as ML/C-1 (Light Industrial).

Exhibit "B"

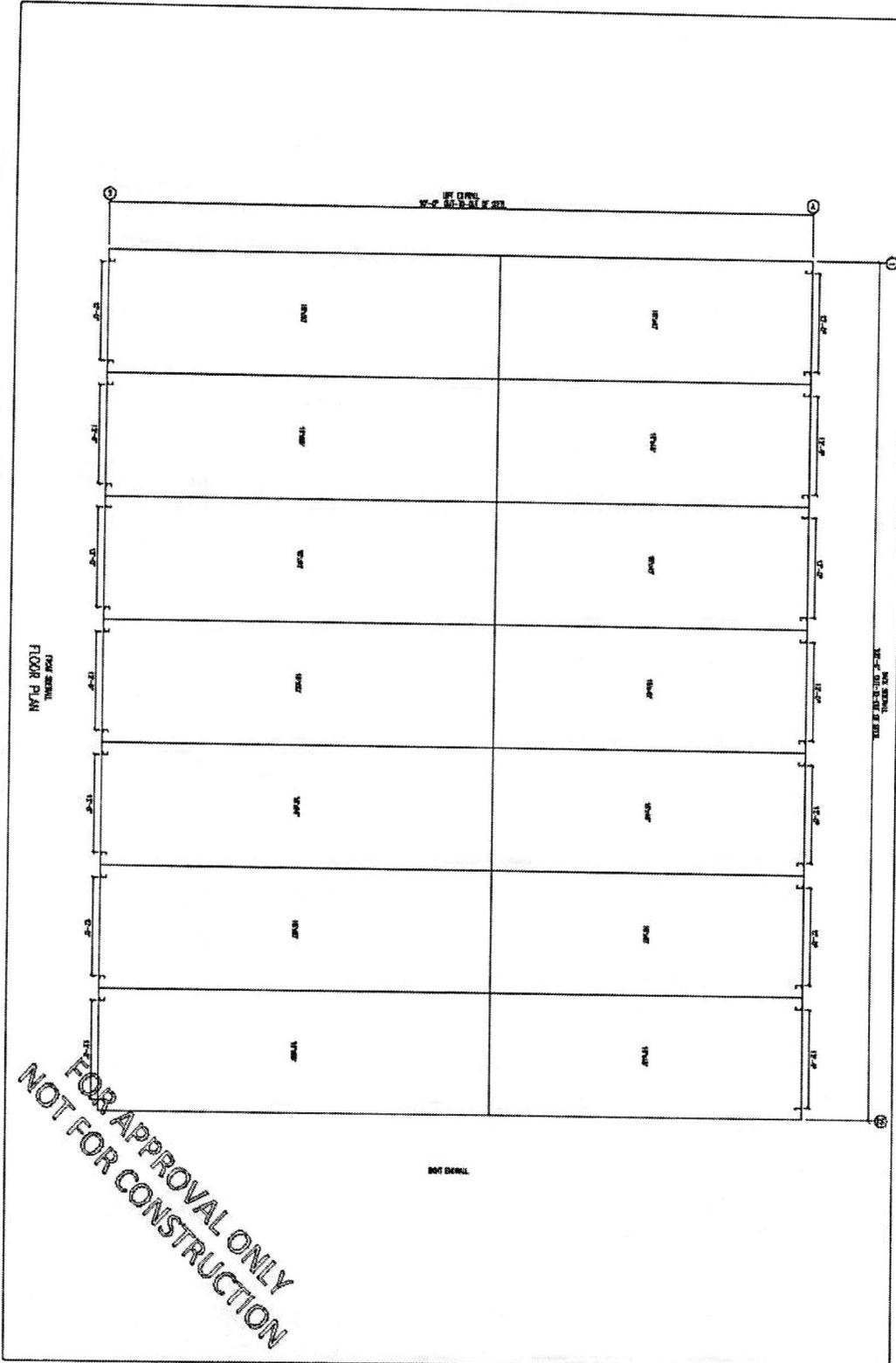
**EXHIBIT "C"**

**Site Plan and Future Land Use**

(See Attached)

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

90 x 105



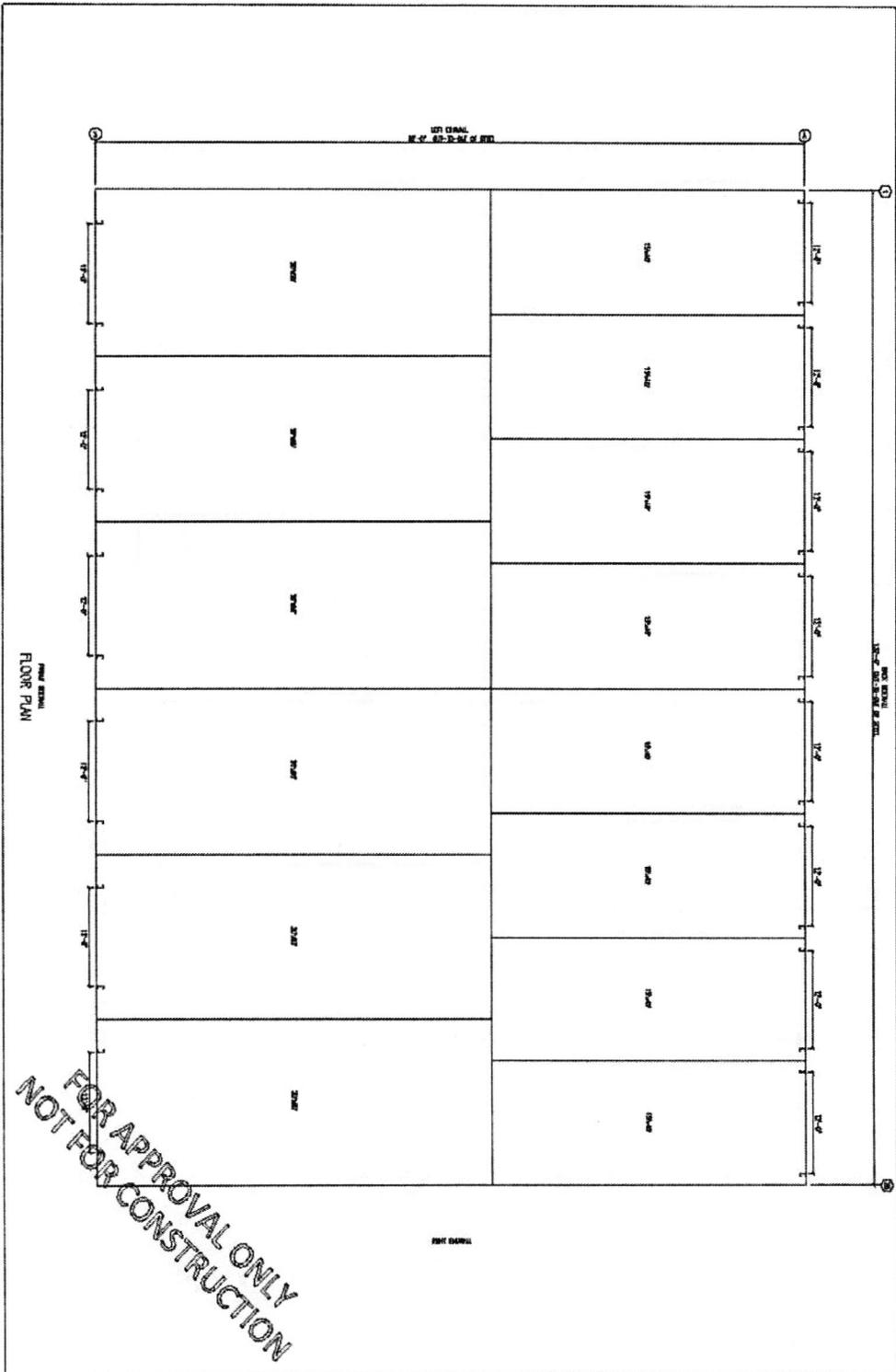
FOR APPROVAL ONLY  
NOT FOR CONSTRUCTION

NOT DETAIL

A3	Sheet	JOB # 2708-102	General Steel Dome	303-904-4837	303-904-4837	<small>CONFIDENTIAL AND PROPRIETARY INFORMATION</small> THESE DRAWINGS ARE THE SOLE PROPERTY OF THE ARCHITECT. NO PART OF THESE DRAWINGS SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. THE ARCHITECT ASSUMES NO LIABILITY FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING FROM THE USE OF THESE DRAWINGS. THE ARCHITECT'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED BY THE ARCHITECT. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS.	APPROVAL PRINTED BY: [ ] DATE: 10/13/20
			303-904-4837	303-904-4837	SIZE: 90.0 x 105.0 x 16.0 CITY: Columbus STATE: NE		

Exhibit "C"

90 x 120



A8	Sheet	General Steel Dome	PROJ. No. 601116 (15015)	<small>COLUMBIAN AND PRINCIPAL INFORMATION</small> THESE DRAWINGS ARE THE PROPERTY OF THE ARCHITECT AND SHALL BE KEPT IN HIS OFFICE. NO PART OF THESE DRAWINGS SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. THE ARCHITECT'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED AND DOES NOT EXTEND TO ANY OTHER MATTER.	APPROVAL 7/28/20
		303-904-4837	SIZE: 90.0 x 120.0 x 16.0 CITY: Columbus STATE: NE		

Exhibit "C"

N

25<sup>th</sup> Street

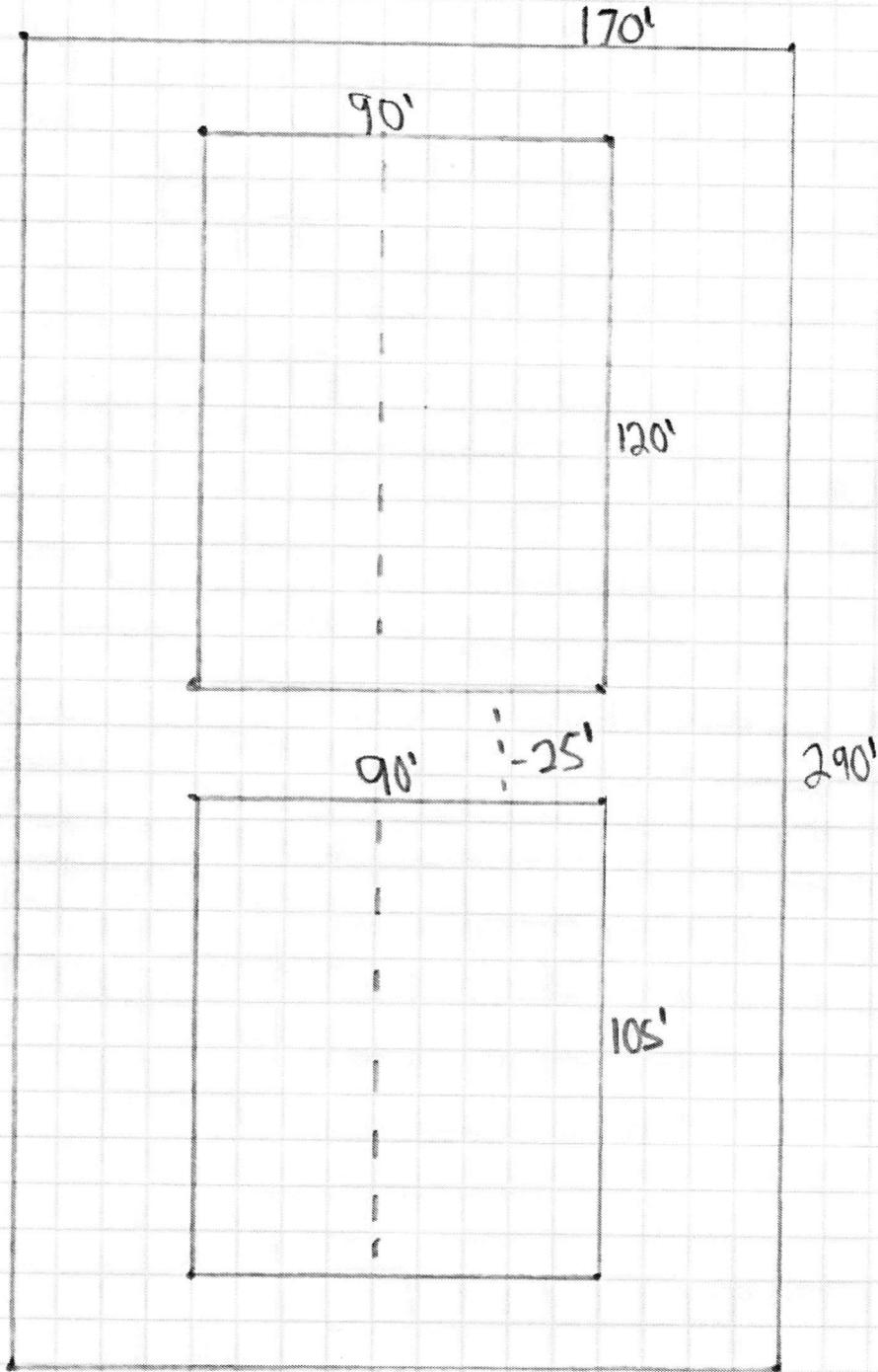


Exhibit "C"

**EXHIBIT "D"**

**Estimate of Construction Costs**

Land Acquisition	\$85,000
Site Development	\$102,000
Building Cost	\$500,160
Architectural and Engineering Fees	\$7,000
Legal Fees	\$25,000
Financing Costs	\$25,000
<hr/>	
<b>TOTAL</b>	<b>\$744,160</b>

\* The above figures are estimated values based on current 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 construction.

**EXHIBIT "E"**

**Sources and Uses of TIF**

**USES:**

Land Acquisition	\$85,000
Dirt Work and Infill	\$102,000
Architectural and Engineering Fees	\$7,000
City Fees	\$15,000
<hr/>	
<b>TOTAL</b>	<b>\$209,000</b>

\* The above "Uses" are preliminary estimates based on current pricing and are subject to change.

**SOURCES:**

**General Assumptions:**

Base Value: \$61,625  
 Final Value: \$690,600  
 Tax Levy (2019): 1.893994  
 TIF Indebtedness: \$123,400  
 Interest Rate: 5.00%

**Amortization:**

DATE	TIF Taxable Valuation	Tax Levy	Tax Revenues	Treasurer's 1% Collection Fee	Revenues Available For TIF Loan	Debt Service Payments			Loan Balance	Capitalized Interest	Interest at 5.00%
						Principal	Interest at 5.00%	Total			
0									\$123,400		
0.5	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$2,811	\$3,085	\$5,896	\$120,589	0	3085
1	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$2,881	\$3,015	\$5,896	\$117,708	0	3015
1.5	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$2,953	\$2,943	\$5,896	\$114,755	0	2943
2	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$3,027	\$2,869	\$5,896	\$111,728	0	2869
2.5	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$3,103	\$2,793	\$5,896	\$108,625	0	2793
3	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$3,180	\$2,716	\$5,896	\$105,445	0	2716
3.5	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$3,260	\$2,636	\$5,896	\$102,185	0	2636
4	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$3,341	\$2,555	\$5,896	\$98,844	0	2555
4.5	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$3,425	\$2,471	\$5,896	\$95,419	0	2471
5	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$3,511	\$2,385	\$5,896	\$91,908	0	2385
5.5	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$3,598	\$2,298	\$5,896	\$88,310	0	2298
6	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$3,688	\$2,208	\$5,896	\$84,622	0	2208
6.5	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$3,780	\$2,116	\$5,896	\$80,842	0	2116
7	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$3,875	\$2,021	\$5,896	\$76,967	0	2021
7.5	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$3,972	\$1,924	\$5,896	\$72,995	0	1924
8	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$4,071	\$1,825	\$5,896	\$68,924	0	1825
8.5	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$4,173	\$1,723	\$5,896	\$64,751	0	1723
9	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$4,277	\$1,619	\$5,896	\$60,474	0	1619
9.5	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$4,384	\$1,512	\$5,896	\$56,090	0	1512
10	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$4,494	\$1,402	\$5,896	\$51,596	0	1402
10.5	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$4,606	\$1,290	\$5,896	\$46,990	0	1290
11	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$4,721	\$1,175	\$5,896	\$42,269	0	1175
11.5	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$4,839	\$1,057	\$5,896	\$37,430	0	1057
12	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$4,960	\$936	\$5,896	\$32,470	0	936
12.5	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$5,084	\$812	\$5,896	\$27,386	0	812
13	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$5,211	\$685	\$5,896	\$22,175	0	685
13.5	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$5,342	\$554	\$5,896	\$16,833	0	554
14	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$5,475	\$421	\$5,896	\$11,358	0	421
14.5	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$5,612	\$284	\$5,896	\$5,746	0	284
15	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$5,752	\$144	\$5,896	\$0	0	144
			\$178,680	\$1,800	\$176,880	\$123,406	\$53,474	\$176,880		\$0	
											( F9 = calculate )
						Original Loan Amount	\$123,400				
						Capitalized Interest	\$0				
						Loan Balance Remaining	\$0				
											ASSUMPTIONS:
											1. Loan Amount: \$123,400
											2. Interest Rate: 5.00%
											3. Increment Base: \$628,975**

\* The above figures are estimates based upon the assumptions in this Exhibit "E" 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 the Redevelopment Project is set forth in Exhibit "E" of the Redevelopment Plan.

#### *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:**

The Redevelopment Project requires public infrastructure installation. The Project Site will require the construction of vehicular access from 25<sup>th</sup> Street, along with the construction and/or extension of utilities to serve the buildings on the lot. The public improvements for the Redevelopment Project will address any traffic and street infrastructure concerns that would otherwise be created by the Redevelopment Project. The Project Site will be filled and graded to provide for effective surface water runoff. 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 storage facilities 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:**

The Redevelopment Project will result in new and expanded business within the Project Site. Redeveloper currently owns a sanitation company and will utilize some of the storage space to expand its own business. It is anticipated that the Redevelopment Project will have a positive impact on employers and employees locating or expanding within the boundaries of the Project 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:**

The storage facilities will provide storage space needed by existing and future companies in the City. Having such a space will free up room within their own facilities to grow and expand. 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 Redevelopment Project will not impact student populations in the City.

**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.

1. Resolution No. R21-05 approving amendment to redevelopment plan.

## RESOLUTION NO. R21-05

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A REDEVELOPMENT PLAN ENTITLED "AMENDMENT TO THE REDEVELOPMENT PLAN FOR THE ARMORY NEIGHBORHOOD REDEVELOPMENT AREA (THE ACE OVERSIZE STORAGE REDEVELOPMENT PROJECT)".

WHEREAS, the City Council of the City of Columbus, Nebraska (the "Council"), acts as the governing body of, and exercises all functions of, the Community Development Agency of the City of Columbus, Nebraska (the "Agency"); and

WHEREAS, the Mayor and Council 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, one of the areas declared blighted and substandard and in need of redevelopment via Resolution No. R18-10 is Redevelopment Area 9 (the "Armory Neighborhood Redevelopment Area"); and

WHEREAS, it is contemplated that redevelopment of the Armory Neighborhood Redevelopment Area may occur in phases and will occur pursuant to one or more redevelopment plans and/or projects; and

WHEREAS, the mayor and council finds, based on substantial evidence in the record of this proceeding, that redevelopment of the Armory Neighborhood Redevelopment Area will result in the elimination and prevention of blight and aligns with the purposes of the Community Development Law and the Comprehensive Plan of the City; and

WHEREAS, attached hereto as Exhibit "A" is a redevelopment plan for redevelopment within the Armory Neighborhood Redevelopment Area (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan sets forth a redevelopment project within the Armory Neighborhood Redevelopment Area; and

WHEREAS, the Planning Commission of the City of Columbus, Nebraska, provided written findings on and recommended the Council's adoption and approval of the Redevelopment Plan on January 11, 2021; and

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

WHEREAS, the redevelopment set forth in the Redevelopment Plan 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. The Redevelopment Plan attached as Exhibit "A" complies with the Comprehensive Plan of the City.

Section 2. Based on the substantial evidence in the record of this proceeding, the Council finds as follows:

(a) The proposed land uses and building requirements in the redevelopment area as described in the Redevelopment Plan are designed with the general purpose of accomplishing, in conformance with the City's Comprehensive 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 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 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 with respect to the redevelopment project set forth therein; 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 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 area, as designated in the Redevelopment Plan which method of financing is the issuance by the City of its tax increment revenue bond 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, which are currently expected to be displaced from such area.

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

Section 4. The redevelopment set forth in the Redevelopment Plan would not be economically feasible without the use of tax-increment financing; would not occur in the redevelopment area described in the Redevelopment Plan without the use of tax-increment financing; and the costs and benefits of the Redevelopment Plan, 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.

Section 5. Based on the foregoing and substantial evidence in the record of this proceeding, the Mayor and Council hereby approves and adopts the Redevelopment Plan.

INTRODUCED BY COUNCIL MEMBER \_\_\_\_\_

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

*Michael Savelle*

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SPECIAL CITY ATTORNEY

**EXHIBIT "A"**  
**Redevelopment Plan**

(See attached)

**AMENDMENT TO THE REDEVELOPMENT PLAN FOR  
THE ARMORY NEIGHBORHOOD REDEVELOPMENT AREA  
(THE ACE OVERSIZE STORAGE REDEVELOPMENT PROJECT)**

**PREPARED NOVEMBER, 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 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 construction of an oversized storage facility, consisting of two buildings with approximately 20,250 square feet of indoor space, within the Redevelopment Area (such public and private improvements in association therewith 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 east of East 14th Avenue between East 23rd Street and 25th Street. 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. 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 ML/C-1 (Light Industrial) designation for future use of the Project Site. Light Industrial allows for both convenience and vehicle storage. Further, the Project Site is currently designated Light Industrial, which shows both a current and future desire to develop the site for such purposes. With respect to such classification, the Comprehensive Plan provides that "having an area that can accommodate more traditional, heavy industry can be an important component of a successful economic development strategy." The Comprehensive Plan includes storage facilities within this subtext.

The Comprehensive Plan further sets forth the following "guiding principle": "Maximize the use of planning and financial tools to mitigate the cost of development to the community while providing incentives for well-planned development that achieves stated City principles and goals." TIF is one such incentive. Accordingly, the Redevelopment Project conforms to both the land use and implementation goals of the City's Comprehensive Plan.

**D. Redevelopment Project Overview**

Based on Redeveloper's experience and market research, there is a growing need in the City for commercial storage for large and high-volume items that is not served by traditional self-storage facilities. Such demand will increase with the continued commercial growth of the City. Additionally, these types of facilities are difficult to develop due to the lack of property in the City that is appropriately zoned for such uses within a reasonable proximity to its users. Accordingly, Redeveloper intends to construct a storage facility for large and oversized items on the Project Site. The improvements will consist of two buildings, with approximately 20,250 square feet of aggregate indoor space, in addition to the related public and private improvements specifically detailed herein. The site will also facilitate the parking of commercial vehicles. Members of the Redeveloper entity currently own the Project Site and intend to contribute the Project Site in-kind to the Redeveloper entity upon the approval of this Redevelopment Plan. The Project Site is located to the east of East 14th Avenue between East 23rd Street and 25th Street on a vacant parcel of land. No public acquisition of the Project Site is anticipated. Additionally, no families will be displaced as a result of the Redevelopment Project.

Exhibit "C", attached hereto and incorporated herein, sets forth the proposed site plan for the Redevelopment Project.

**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 ML/C-1 (Light Industrial).

**3. Existing Public Improvements**

Public access to the Project Site currently exists from 25th Street. 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

Public access to the Project Site currently exists via 25th Street. Redeveloper will construct paving for ingress and egress therefrom. 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 the buildings. Redeveloper also anticipates the construction of electric utilities extending to the buildings on the Project Site. The anticipated public improvements (and costs related to the public improvements) for the Redevelopment Project 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 is commercial/industrial in nature and will not increase population density in the area.

g. Land Coverage

Land coverage for the Project Site includes approximately 50,000 square feet of undeveloped land. The Redevelopment Project will consist of the construction of two buildings, with approximately 20,250 square feet of aggregate indoor space, with the footprint shown on the site plan set forth in Exhibit "C". The Redevelopment Project is subject to and will comply with all applicable land coverage ratios required by the City.

h. Parking

The City's Zoning Code requires one parking space per ten storage units. Redeveloper estimates that the buildings will have a combined 28 storage units, requiring a total of three parking spaces. As shown in Exhibit "C", Redeveloper will comply with this requirement.

g. Zoning, Building Code and Ordinance

The Project Site is currently zoned as ML/C-1 (Light Industrial). Light Industrial allows for both convenience and vehicle storage. Accordingly, no zoning change will be required as part of the Redevelopment Project. Notwithstanding, 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 two buildings, with approximately 20,250 square feet of aggregate indoor space, in addition to the related facilities and improvements ancillary thereto. Redeveloper or other builders taking reconveyance from Redeveloper will construct the private improvements. Paragraph H of this Redevelopment Plan details the anticipated construction schedule for the private improvements.

**G. Project Costs**

The total estimated costs of the Redevelopment Project are \$744,160. 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 anticipates that construction of the Redevelopment Project will commence upon final approval of this Redevelopment Plan, and will be completed prior to December 31, 2021. Notwithstanding the foregoing, Redeveloper's timely completion of the Redevelopment Project is subject to extraneous factors, which may necessitate that Redeveloper completes the Redevelopment Project later than the projected date. As such, the anticipated start and completion dates are preliminary and subject to change based upon market conditions, availability of materials, workforce availability and other extraneous factors.

**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 the Redevelopment Project will be set forth in the redevelopment contract and/or the resolution authorizing the TIF Indebtedness (defined below). The Agency and Redeveloper anticipate the issuance of one TIF bond for the Redevelopment Project. All TIF Revenues generated by the Redevelopment Project shall only be divided and allocated over the applicable 15-year increment period or until full 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 in its TIF application that:

“We have been looking at developing oversize storage in Columbus, NE. Due to the lack of lots correctly zoned, we were limited in locations to build. This particular lot was under our consideration, but we withdrew interest due to the amount of fill needed. It sits in a low area of town, and the street sits approximately 3 feet higher than the average lot height. Once this area became blighted, using tax increment financing made this lot feasible to build on. This lot was on the market from 2004 until our purchase in 2018.”

In accordance with the above representations of Redeveloper, the current conditions of the Project Site, and the added site preparation costs related thereto, contribute to the site’s

blighted and substandard condition and the infeasibility of its development without the assistance of TIF. Accordingly, 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 one TIF bond or note (the "TIF Indebtedness") in the principal amount of \$123,400. The TIF Indebtedness shall bear interest at a rate not to exceed 5.00% per annum. The final principal and interest amount comprising the TIF Indebtedness shall be determined by the Agency and set forth in the redevelopment contract or resolution authorizing the issuance of the TIF Indebtedness.

The total estimated cost of the Redevelopment Project is \$744,160. 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.

## **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):

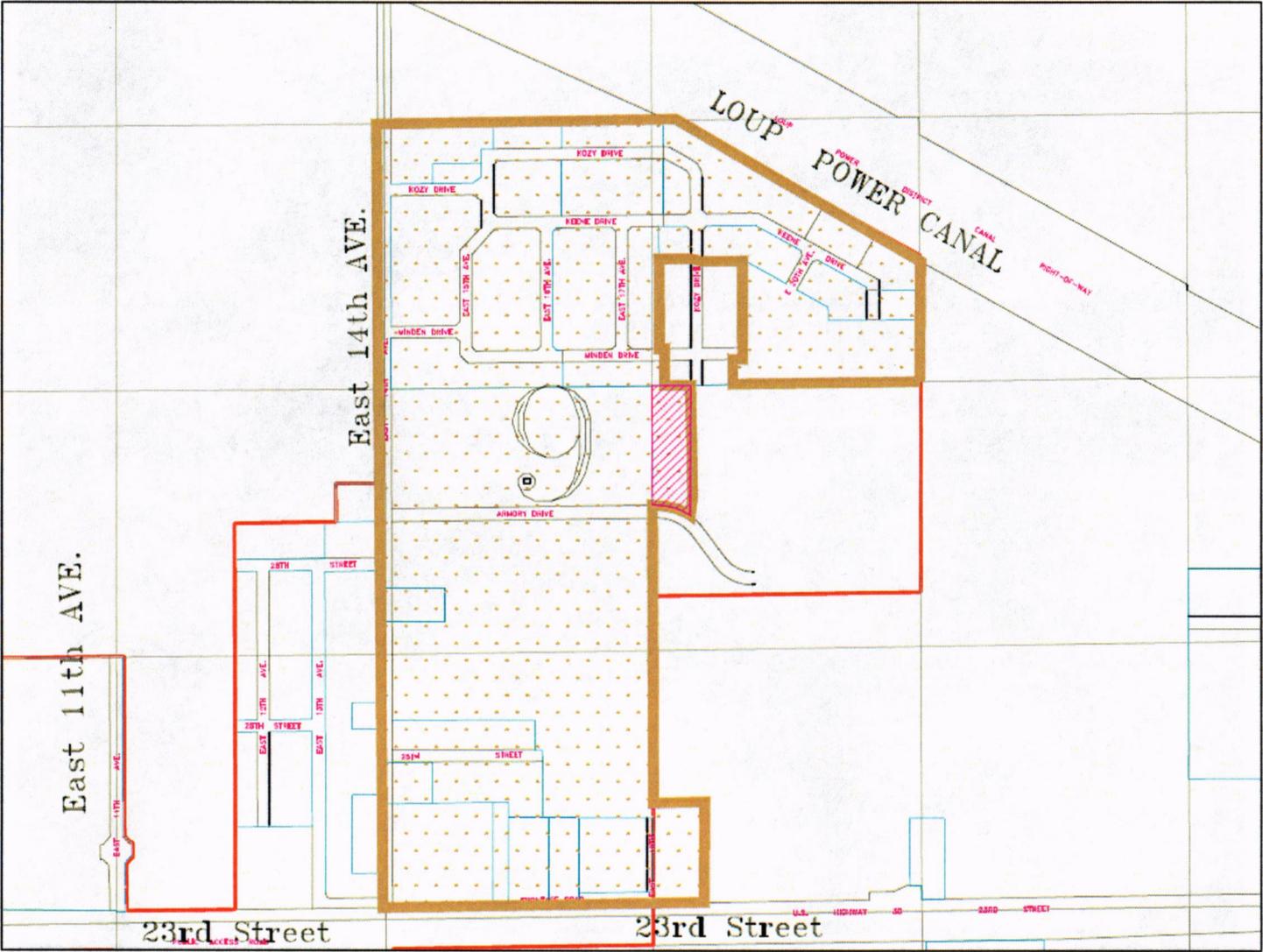


Exhibit "A"

Existing Conditions of Redevelopment Area and Surrounding Area:

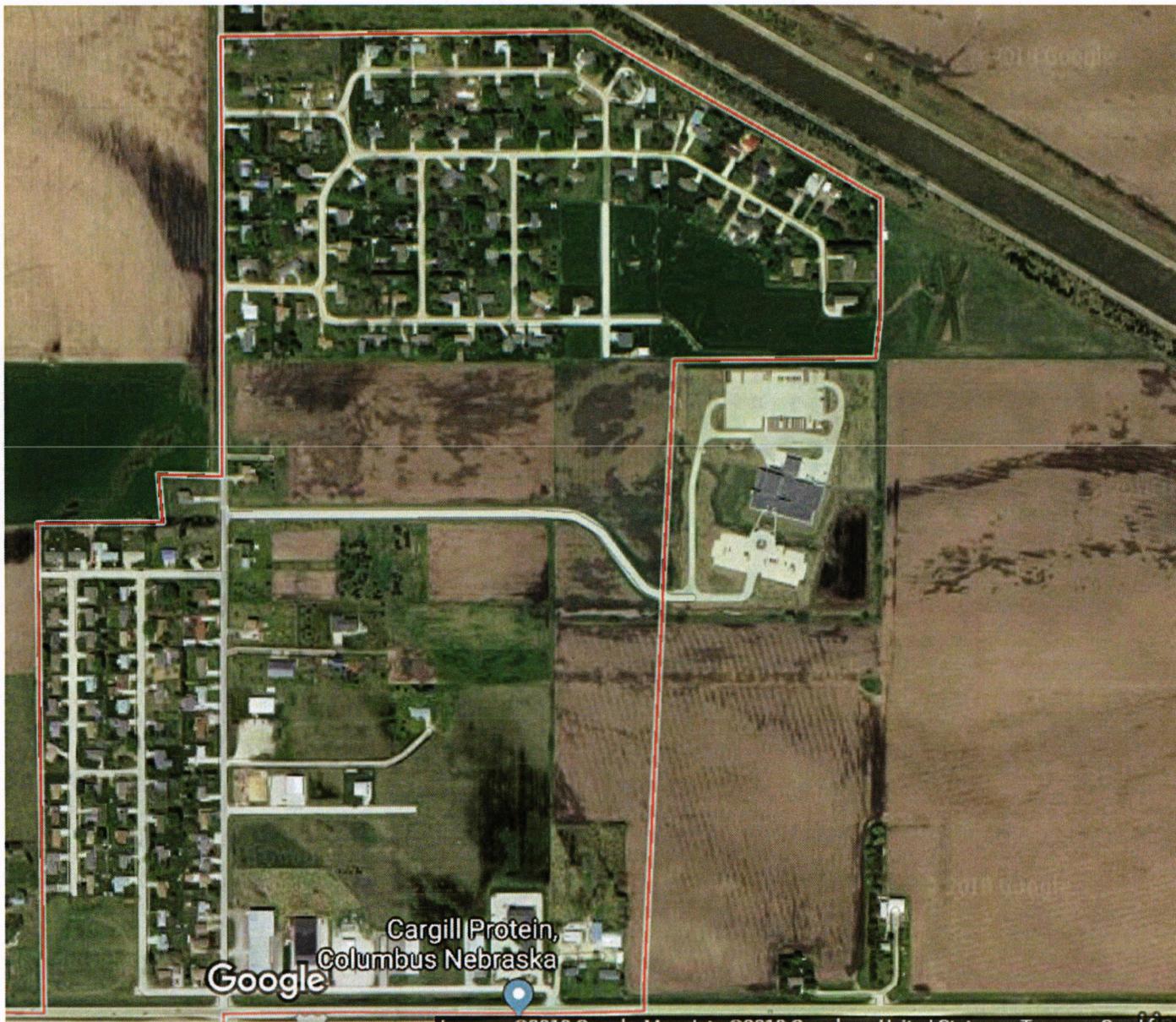


Exhibit "A"

**EXHIBIT "A-1"**

**Project Site and Existing Land Use**

**Legal Description:**

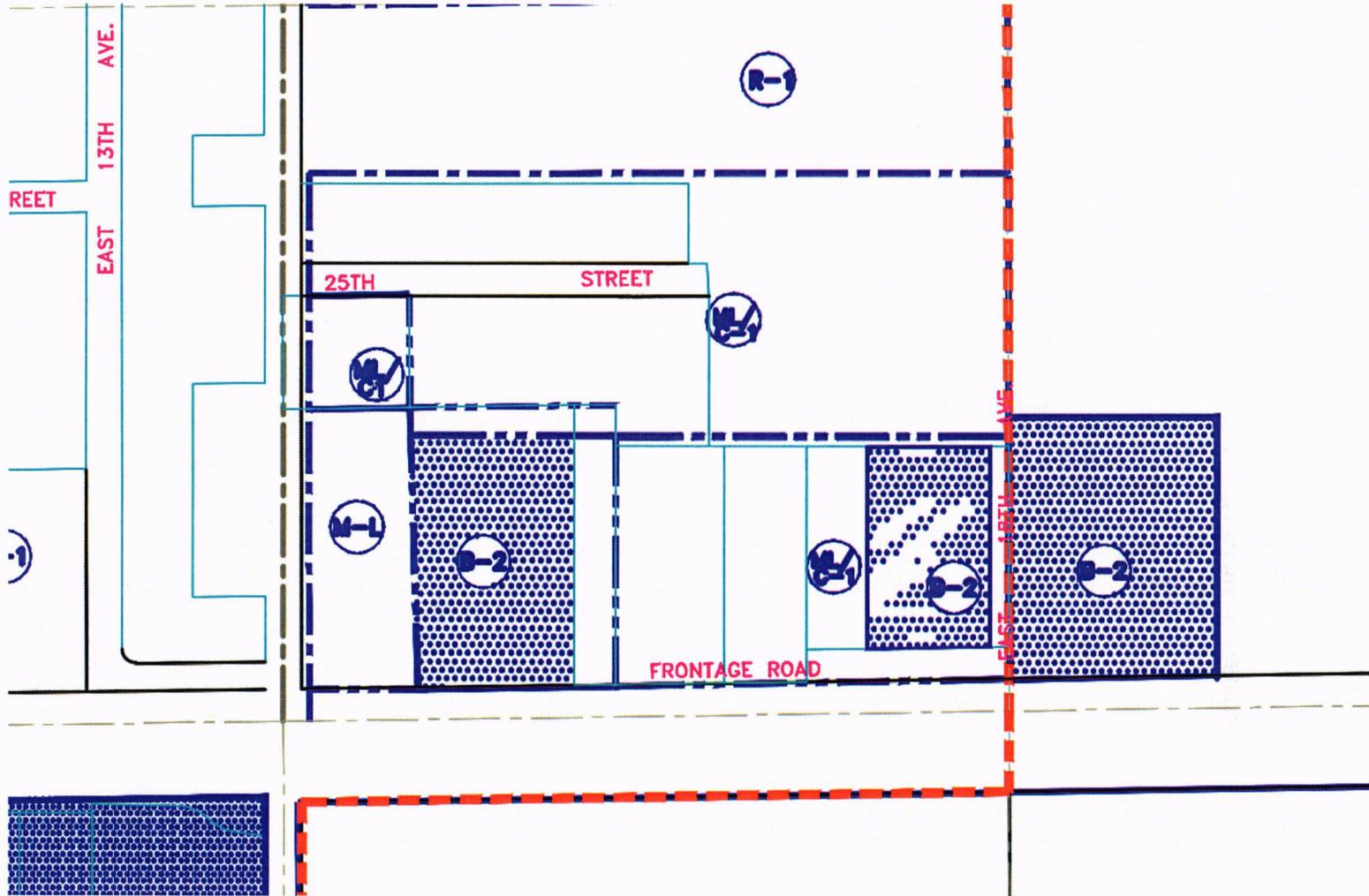
Lot 4 Block B (Tract 1), Lambert Industrial Addition, Columbus, Platte County, Nebraska.

\* In the event Redeveloper subdivides or replats the Project Site, the legal description(s) of such subdivided or replatted parcel(s) comprising the Project Site, upon final approval of the City with respect thereto, shall replace and supersede the above legal description.



**EXHIBIT "B"**

**Future Land Use Map**



\* Project Site designated as ML/C-1 (Light Industrial).

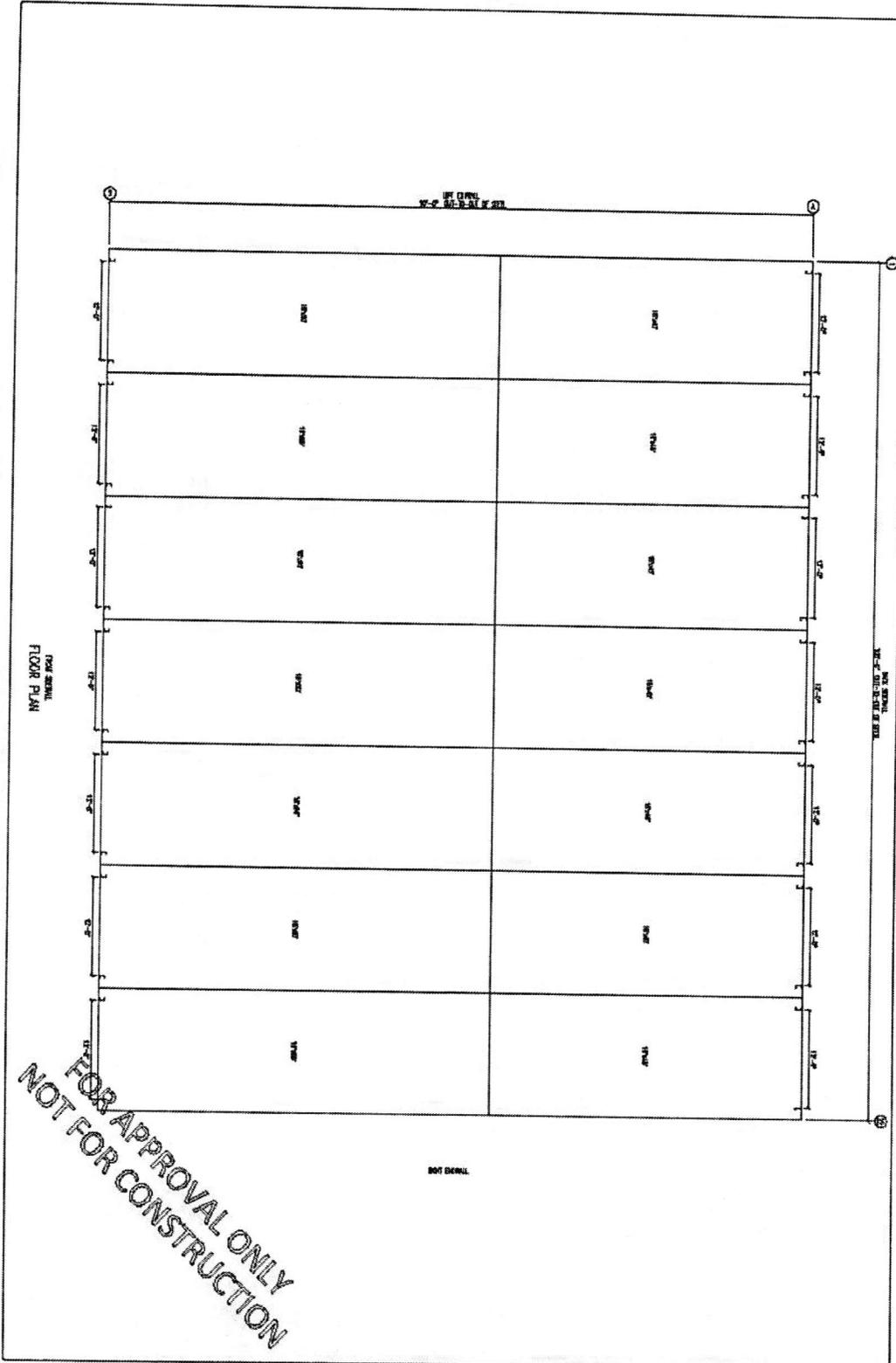
**EXHIBIT "C"**

**Site Plan and Future Land Use**

(See Attached)

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

90 x 105



FOR APPROVAL ONLY  
NOT FOR CONSTRUCTION

NOT DETAIL

A3	Sheet	JOB # 2708-102	General Steel Dome	303-904-4837	303-904-4837	<small>CONFIDENTIAL AND PROPRIETARY INFORMATION</small> THESE DRAWINGS ARE THE SOLE PROPERTY OF GENERAL STEEL DOME. NO PART OF THESE DRAWINGS MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF GENERAL STEEL DOME. ANY UNAUTHORIZED USE OF THESE DRAWINGS IS STRICTLY PROHIBITED. THE USER ASSUMES ALL LIABILITY FOR ANY DAMAGE OR INJURY RESULTING FROM THE USE OF THESE DRAWINGS.	APPROVAL PRINTED BY: [ ] DATE: 10/13/20
			303-904-4837	303-904-4837	303-904-4837		

Exhibit "C"



N

25<sup>th</sup> Street

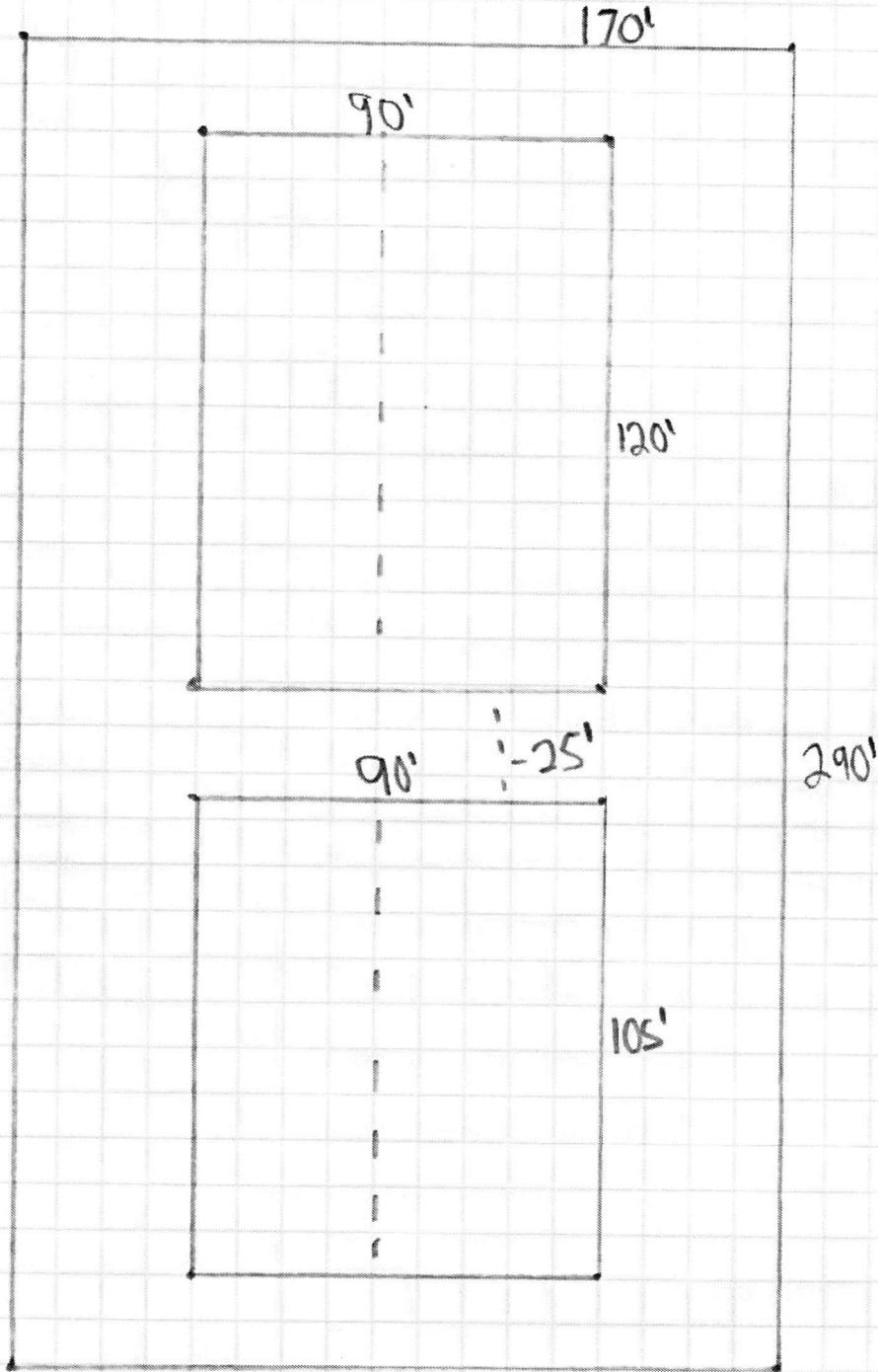


Exhibit "C"

**EXHIBIT "D"**

**Estimate of Construction Costs**

Land Acquisition	\$85,000
Site Development	\$102,000
Building Cost	\$500,160
Architectural and Engineering Fees	\$7,000
Legal Fees	\$25,000
Financing Costs	\$25,000
<hr/>	
<b>TOTAL</b>	<b>\$744,160</b>

\* The above figures are estimated values based on current 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 construction.

**EXHIBIT "E"**

**Sources and Uses of TIF**

**USES:**

Land Acquisition	\$85,000
Dirt Work and Infill	\$102,000
Architectural and Engineering Fees	\$7,000
City Fees	\$15,000
<hr/>	
<b>TOTAL</b>	<b>\$209,000</b>

\* The above "Uses" are preliminary estimates based on current pricing and are subject to change.

**SOURCES:**

**General Assumptions:**

Base Value: \$61,625  
 Final Value: \$690,600  
 Tax Levy (2019): 1.893994  
 TIF Indebtedness: \$123,400  
 Interest Rate: 5.00%

**Amortization:**

DATE	TIF Taxable Valuation	Tax Levy	Tax Revenues	Treasurer's 1% Collection Fee	Revenues Available For TIF Loan	Debt Service Payments			Loan Balance	Capitalized Interest	Interest at 5.00%
						Principal	Interest at 5.00%	Total			
0									\$123,400		
0.5	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$2,811	\$3,085	\$5,896	\$120,589	0	3085
1	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$2,881	\$3,015	\$5,896	\$117,708	0	3015
1.5	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$2,953	\$2,943	\$5,896	\$114,755	0	2943
2	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$3,027	\$2,869	\$5,896	\$111,728	0	2869
2.5	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$3,103	\$2,793	\$5,896	\$108,625	0	2793
3	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$3,180	\$2,716	\$5,896	\$105,445	0	2716
3.5	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$3,260	\$2,636	\$5,896	\$102,185	0	2636
4	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$3,341	\$2,555	\$5,896	\$98,844	0	2555
4.5	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$3,425	\$2,471	\$5,896	\$95,419	0	2471
5	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$3,511	\$2,385	\$5,896	\$91,908	0	2385
5.5	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$3,598	\$2,298	\$5,896	\$88,310	0	2298
6	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$3,688	\$2,208	\$5,896	\$84,622	0	2208
6.5	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$3,780	\$2,116	\$5,896	\$80,842	0	2116
7	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$3,875	\$2,021	\$5,896	\$76,967	0	2021
7.5	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$3,972	\$1,924	\$5,896	\$72,995	0	1924
8	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$4,071	\$1,825	\$5,896	\$68,924	0	1825
8.5	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$4,173	\$1,723	\$5,896	\$64,751	0	1723
9	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$4,277	\$1,619	\$5,896	\$60,474	0	1619
9.5	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$4,384	\$1,512	\$5,896	\$56,090	0	1512
10	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$4,494	\$1,402	\$5,896	\$51,596	0	1402
10.5	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$4,606	\$1,290	\$5,896	\$46,990	0	1290
11	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$4,721	\$1,175	\$5,896	\$42,269	0	1175
11.5	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$4,839	\$1,057	\$5,896	\$37,430	0	1057
12	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$4,960	\$936	\$5,896	\$32,470	0	936
12.5	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$5,084	\$812	\$5,896	\$27,386	0	812
13	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$5,211	\$685	\$5,896	\$22,175	0	685
13.5	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$5,342	\$554	\$5,896	\$16,833	0	554
14	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$5,475	\$421	\$5,896	\$11,358	0	421
14.5	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$5,612	\$284	\$5,896	\$5,746	0	284
15	\$ 628,975	1.89399	\$ 5,956	\$ 60	\$ 5,896	\$5,752	\$144	\$5,896	\$0	0	144
			\$178,680	\$1,800	\$176,880	\$123,406	\$53,474	\$176,880		\$0	
										( F9 = calculate )	
						Original Loan Amount	\$123,400				
						Capitalized Interest	\$0				
						Loan Balance Remaining	\$0				
										ASSUMPTIONS:	
										1. Loan Amount:	\$123,400
										2. Interest Rate:	5.00%
										3. Increment Base:	\$628,975**

\* The above figures are estimates based upon the assumptions in this Exhibit "E" 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 the Redevelopment Project is set forth in Exhibit "E" of the Redevelopment Plan.

#### *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:**

The Redevelopment Project requires public infrastructure installation. The Project Site will require the construction of vehicular access from 25<sup>th</sup> Street, along with the construction and/or extension of utilities to serve the buildings on the lot. The public improvements for the Redevelopment Project will address any traffic and street infrastructure concerns that would otherwise be created by the Redevelopment Project. The Project Site will be filled and graded to provide for effective surface water runoff. 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 storage facilities 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:**

The Redevelopment Project will result in new and expanded business within the Project Site. Redeveloper currently owns a sanitation company and will utilize some of the storage space to expand its own business. It is anticipated that the Redevelopment Project will have a positive impact on employers and employees locating or expanding within the boundaries of the Project 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:**

The storage facilities will provide storage space needed by existing and future companies in the City. Having such a space will free up room within their own facilities to grow and expand. 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 Redevelopment Project will not impact student populations in the City.

**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.

- C. Public hearing - Application of Highland Park Evangelical Church for final plat and development agreement of Highland Park Church 2nd Addition (4115 38 Street). (Planning Commission recommends approval.)

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

You are hereby notified that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Monday, January 18, 2021, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the final plat and development agreement of Highland Park Church 2nd Addition, Lot 1, Highland Park Church Addition, to the City of Columbus, Platte County, Nebraska and a tract of land located in the NE1/4 of the NW1/4, Section 13, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows: beginning at the Southwest corner of Lot 1, Highland Park Church Addition to the City of Columbus; thence N 89°56'26" E, 693.07 ft. on the South line of said Lot 1 to the Southeast corner thereof; thence S 00°04'13" E, 202.19 ft. on the West line of Crown Villa Addition to the City of Columbus; thence N 89°50'44" W, 723.02 ft.; thence N 00°05'00" W, 199.48 ft. to the South line of Lost Creek Professional Plaza Addition to the City of Columbus; thence N 89°56'26" E, 30.00 ft. on the South line of said Lost Creek Professional Plaza Addition to the point of beginning. The above described property contains 10.71 acres more or less (4115 38 Street) and at said time and place you may appear and be heard.

In addition, you are hereby notified that at the same time and place, the City Council will hold a separate public hearing as to whether the portions of said Addition as above described not previously included within the corporate limits of the City of Columbus, should be included within the corporate limits of the City of Columbus and become a part of said municipality for all purposes whatsoever, and at said time and place you may appear and be heard.

Dated this 7 day of January, 2021.

CITY OF COLUMBUS, NEBRASKA  
By: Janelle Kline  
City Clerk

Publish: 01:07:21  
Two Affidavits of Publication

The City of **Columbus**

**MEMORANDUM**

---

**DATE:** January 6, 2021  
**FROM :** Richard J. Bogus, City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Highland Park Church 2<sup>nd</sup> Addition - Final Plat

**RECOMMENDATION:**

I recommend the approval of the final plat of Highland Park Church 2<sup>nd</sup> Addition as it is consistent with the Preliminary Plat. The Preliminary Plat was approved by the Planning Commission on December 14, 2020, and City Council on December 21, 2020.

**DISCUSSION:**

The addition consists of two lots and includes dedication of the extension of 43<sup>rd</sup> Avenue right-of-way. The southern portion of the addition not currently within the corporate limits will be voluntarily annexed in conjunction with the platting process.

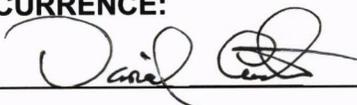
**FISCAL IMPACT:**

Minor street and utility maintenance.

**ALTERNATIVE:**

Do not approve.

**CONCURRENCE:**

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

**SIGNATURE:**

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

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

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

**FILED**  
DEC 3, 2020  
~~NOV 8 0 2020~~  
CITY CLERK  
COLUMBUS, NEBR.

DATE: 12/3/2020

NAME OF SUBDIVISION: Highland Park Church 2nd Addition

NAME OF PROPERTY OWNER: Highland Park Evangelical Church

**CONTACT INFORMATION:**

NAME OF REPRESENTATIVE OR PROPERTY OWNER: Teresa Tremel

ADDRESS OF REPRESENTATIVE OR PROPERTY OWNER: 1 Driftwood Drive Columbus NE 68601

PHONE NUMBER: 402-942-1101

REPRESENTATIVE OR PROPERTY OWNER E-MAIL: teresatremel123@gmail.com

NUMBER OF LOTS IN SUBDIVISION: 2

ADDRESS OF SUBDIVISION: \_\_\_\_\_

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

\_\_\_\_\_  
Attorney / Legal Counsel for Applicant

Development Agreement submitted on: \_\_\_\_\_

City Attorney  
Neal Valorz – [nvalorz@1492law.com](mailto:nvalorz@1492law.com)  
Gene G. Schumacher – [gschum@1492law.com](mailto:gschum@1492law.com)

Please return to:  
Tessendorf & Tessendorf, P.C  
PO Box 925  
Columbus, NE 68602-0925  
(402) 564-8555

HIGHLAND PARK CHURCH 2<sup>nd</sup> ADDITION  
DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of January, 2021, by and between THE HIGHLAND PARK EVANGELICAL FREE CHURCH OF COLUMBUS, NEBRASKA (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 HIGHLAND PARK CHURCH 2<sup>nd</sup> 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 10.71 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 street improvements, including sidewalks and trails 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. Concrete paving of internal streets, dedicated per plat (Exhibit “A”), all of said paving to be thirty three (33) feet in width and six (6) inches thick, and shall be constructed according to city standards. The entire cost of paving and storm sewer system improvements except for intersections shall be paid by the Subdivider, with exception of intersection pavement and pavement in excess of thirty-three (33) feet in width and six (6) inches in thickness. In such case, the oversized cost shall be paid for by the City, subject to final approval of plans and specifications by the City.

C. The sanitary sewer system, including, but not limited to: mains, manholes and related appurtenances shall be constructed according to city standards in dedicated street right-of-way and easement areas, 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.

D. 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 right-of-way and easement areas, 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 system improvements shall be paid by the Subdivider, with exception of storm sewer mains in dedicated right-of-way 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.

E. The water distribution system, including, but not limited to: mains, hydrants and valves shall be constructed according to city standards within a dedicated street right-of-way and easement areas 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 system and 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.

F. Natural gas distribution mains shall be located within dedicated street right-of-way or easement areas 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.

G. 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.

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

I. 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 or is located adjacent to a designated arterial or collector, Subdivider shall install the sidewalk for said lot(s) as part of the initial construction.

J. 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, 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 and SWPPP, 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.

K. Subdivider agrees to not object to the creation of a Street Improvement District to extend 43<sup>rd</sup> Avenue to the south in which this property will benefit.

## 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 (if residential) or businesses (if commercial) 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 may be requested by the Subdivider and if said request receives a favorable recommendation of Planning Commission and approval by the City Council the deadline will be extended pursuant to the new deadline set 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

Dated this \_\_\_\_\_ day of January, 2021.

APPROVED AS TO FORM

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

THE HIGHLAND PARK EVANGELICAL  
FREE CHURCH OF COLUMBUS,  
NEBRASKA, SUBDIVIDER

By: \_\_\_\_\_  
Brian Christensen, President

Dated this \_\_\_\_\_ day of January, 2021.

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF PLATTE     )

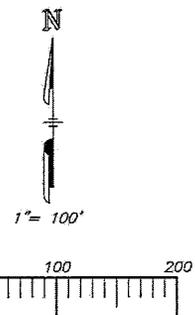
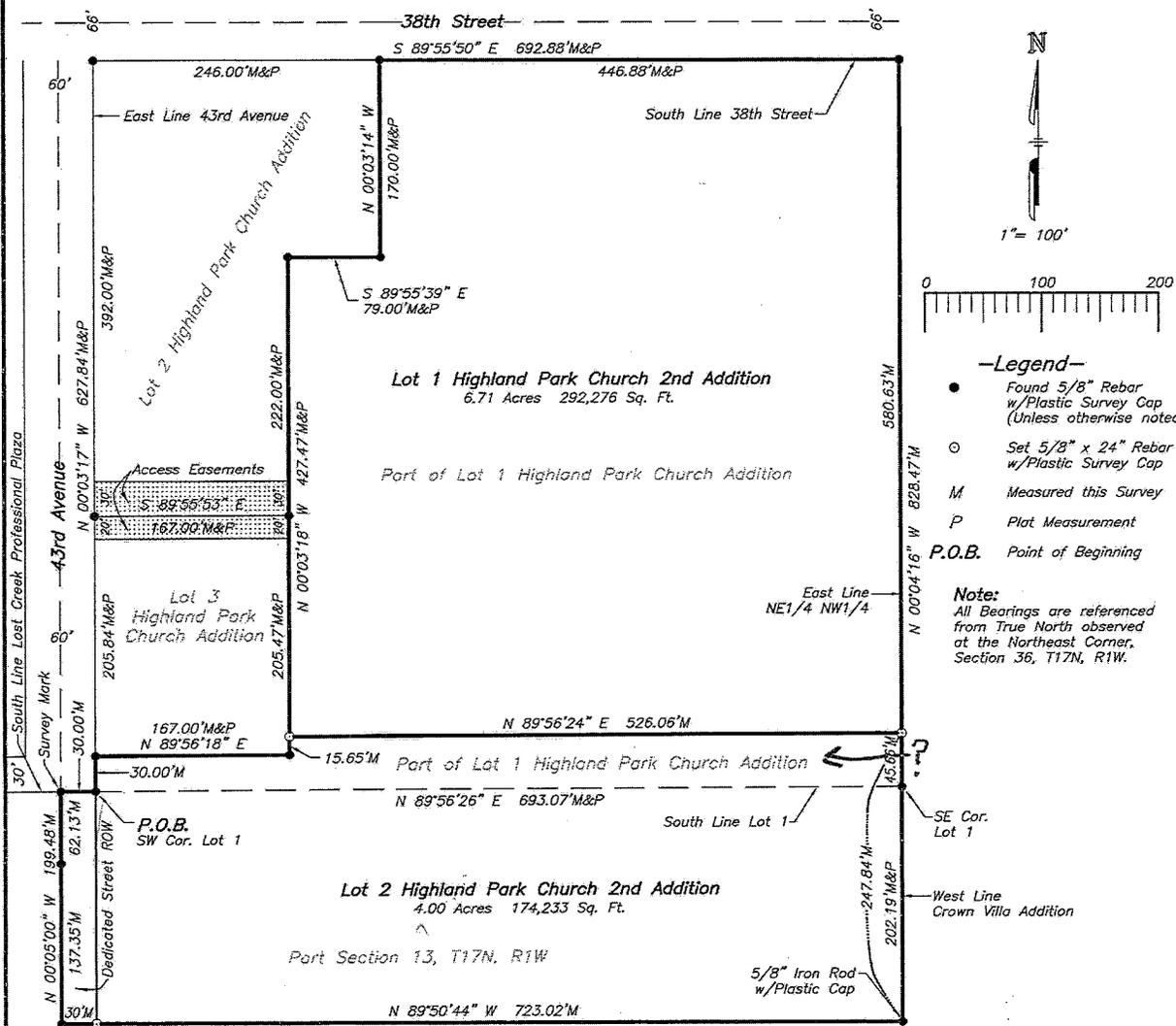
On this \_\_\_\_\_ day of January, 2021, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Brian Christensen, President of The Highland Park Evangelical Free Church of Columbus, Nebraska, who is personally known by me to be the identical person whose name is 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: \_\_\_\_\_)

**FINAL PLAT OF HIGHLAND PARK CHURCH 2ND ADDITION  
TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA**



**-Legend-**

- Found 5/8" Rebar w/Plastic Survey Cap (Unless otherwise noted)
- Set 5/8" x 24" Rebar w/Plastic Survey Cap
- M Measured this Survey
- P Plat Measurement
- P.O.B. Point of Beginning

**Note:**  
All Bearings are referenced from True North observed at the Northeast Corner, Section 36, T17N, R1W.

**Description:**

Lot 1, Highland Park Church Addition, to the City of Columbus, Platte County, Nebraska and a tract of land located in the NE1/4 of the NW1/4, Section 13, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows: beginning at the Southwest corner of Lot 1, Highland Park Church Addition to the City of Columbus; thence N 89°56'26" E, 693.07 ft. on the South line of said Lot 1 to the Southeast corner thereof; thence S 00°04'13" E, 202.19 ft. on the West line of Crown Villa Addition to the City of Columbus; thence N 89°50'44" W, 723.02 ft.; thence N 00°05'00" W, 199.48 ft. to the South line of Lost Creek Professional Plaza Addition to the City of Columbus; thence N 89°56'26" E, 30.00 ft. on the South line of said Lost Creek Professional Plaza Addition to the point of beginning. The above described property contains 10.71 acres more or less.

**Developer:**

Highland Park Evangelical Church  
Attn.: Kevin Bennett  
4115 38th Street  
Columbus, NE 68601  
Phone: 402.564.5853

**Surveyor:**

Thomas A. Tremel, R.L.S.  
1 Driftwood Drive  
Columbus, NE 68601  
Phone: 402.276.3690

**Engineer:**

Merlin Lindahl, E-3975  
9271 18th Avenue  
Columbus, NE 68601  
Phone: 402.910.6609

**School Board:**

This Final Plat of Highland Park Church 2nd Addition to the City of Columbus, Platte County, Nebraska, was approved by Columbus School District

on \_\_\_\_\_ Day of \_\_\_\_\_, 2020.

Secretary \_\_\_\_\_

President \_\_\_\_\_

**Planning Commission:**

This Final Plat of Highland Park Church 2nd Addition to the City of Columbus, Platte County, Nebraska, was approved by the Planning Commission

on \_\_\_\_\_ Day of \_\_\_\_\_, 2020.

Chairman \_\_\_\_\_

**City Council:**

This Final Plat of Highland Park Church 2nd Addition to the City of Columbus, Platte County, Nebraska, was

approved by Resolution \_\_\_\_\_ by the City Council

on \_\_\_\_\_ Day of \_\_\_\_\_, 2020.

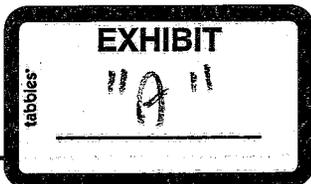
Mayor \_\_\_\_\_

City Clerk \_\_\_\_\_

**Surveyor's Statement:**

I, Thomas A. Tremel, a Registered Land Surveyor in the State of Nebraska, hereby state that this survey was conducted under my direct supervision and is correct to the best of my knowledge and belief.

*Thomas A. Tremel*  
Thomas A. Tremel, L.S. #455  
December 3, 2020



**FINAL PLAT  
HIGHLAND PARK CHURCH 2ND ADD.  
TO THE CITY OF COLUMBUS, NE**

TMT	TMT/MGT	12/03/2020
DRAWN	SURVEYED	DATE



No. 1 Driftwood Drive - Columbus, NE 68601  
Phone (402) 563-4568 - Fax (402) 563-3922

1. Public hearing - Determine whether portions of Highland Park Church 2nd Addition should be included within corporate city limits. (Planning Commission recommends approval.)
2. Resolution No. R21-06 approving final plat, development agreement, and bringing portions of said addition into the corporate limits.

**RESOLUTION NO. R21-06**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE DEED OF DEDICATION TO A PARCEL OF LAND LEGALLY DESCRIBED AS:

Lot 1, Highland Park Church Addition, to the City of Columbus, Platte County, Nebraska and a tract of land located in the NE1/4 of the NW1/4, Section 13, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows: beginning at the Southwest corner of Lot 1, Highland Park Church Addition to the City of Columbus; thence N 89°56'26" E, 693.07 ft. on the South line of said Lot 1 to the Southeast corner thereof; thence S 00°04'13" E, 202.19 ft. on the West line of Crown Villa Addition to the City of Columbus; thence N 89°50'44" W, 723.02 ft.; thence N 00°05'00" W, 199.48 ft. to the South line of Lost Creek Professional Plaza Addition to the City of Columbus; thence N 89°56'26" E, 30.00 ft. on the South line of said Lost Creek Professional Plaza Addition to the point of beginning. The above described property contains 10.71 acres more or less,

and

A 30 ft. strip of land located in the NE1/4 of the NW1/4, Section 13, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows: beginning at the Southwest corner of Lot 1, Highland Park Church Addition to the City of Columbus; thence S 89°56'26" W, 30.00 ft. on the South line of said Lost Creek Professional Plaza Addition to the City of Columbus; thence S 00°05'00" E, 199.48 ft.; thence S 89°50'44" E, 30.00 ft.; thence N 00°05'00" W, 199.59 ft. to the point of beginning.

WHEREAS, The Highland Park Evangelical Free Church of Columbus, Nebraska, is the owner of real estate described as follows:

Lot 1, Highland Park Church Addition, to the City of Columbus, Platte County, Nebraska and a tract of land located in the NE1/4 of the NW1/4, Section 13, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows: beginning at the Southwest corner of Lot 1, Highland Park Church Addition to the City of Columbus; thence N 89°56'26" E, 693.07 ft. on the South line of said Lot 1 to the Southeast corner thereof; thence S 00°04'13" E, 202.19 ft. on the West line of Crown Villa Addition to the City of Columbus; thence N 89°50'44" W, 723.02 ft.; thence N 00°05'00" W, 199.48 ft. to the South line of Lost Creek Professional Plaza Addition to the City of Columbus; thence N 89°56'26" E, 30.00 ft. on the South line of said Lost Creek Professional Plaza Addition to the point of beginning. The above described property contains 10.71 acres more or less,

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Said real estate is currently located within the boundaries and zoning jurisdiction of the City of Columbus, Nebraska, and

WHEREAS, said owner has laid out said land into lots and streets with appropriate utility easement areas under the name of Highland Park Church 2<sup>nd</sup> Addition to the City of Columbus, Platte County, Nebraska, and

WHEREAS, said owner has caused an accurate plat thereof to be made, designating explicitly the land so laid out and particularly describing the lots, streets and easement areas belonging to such subdivision, all as provided by law, a copy of which plat is attached hereto, and

WHEREAS, said owner has executed an instrument of dedication of the streets, public ways and utilities easements to the use and benefit of the public, all provided by law, said instrument being attached to said plat, and

WHEREAS, said plat has attached thereon a certificate of a competent land surveyor certifying the same as provided by law, and said plat and deed of dedication in no way changes the present zoning classification of the area included therein, and

WHEREAS, the plat referred to herein is the plat bearing the certificate of Thomas A. Tremel, L.S., #455, Registered Land Surveyor, under the date of December 3, 2020, which plat has been heretofore approved by the Columbus Planning Commission, and

WHEREAS, said owners have agreed with the City of Columbus, Nebraska to pay all costs necessary to extend water and sewer mains to serve said Addition and to pay all costs for laying such water and sewer mains within the addition itself, to pave the streets and ways according to the regulations of the City of Columbus and the requirements of the City Engineer deliver the same to the City of Columbus, Nebraska without cost to it, and

WHEREAS, said proposed Addition and plan for development has been heretofore submitted to the Planning commission of Columbus, Nebraska, the City Engineer, and Platte County School District No. 001, Columbus, Nebraska, and

WHEREAS, it appearing from the record and all of the evidence on file that all parties in interest and citizens of Columbus, Nebraska, have been duly notified of the hearings called for the purpose of approving the final plat, and

WHEREAS, after public hearing, the Planning Commission recommended approval of the plat of said Addition to the City of Columbus, Nebraska, and

WHEREAS, a Development Agreement has been prepared for said Addition setting forth in the agreement between the City of Columbus and the Addition, including the duties and responsibilities of the Subdivider and lot owners, said agreement is attached hereto marked Exhibit "1" and incorporated herein by reference; and

WHEREAS, the Mayor and City Council have held a public hearing on the approval of the Final Plat of said Addition and following such public hearing, and having heard all persons appearing at such hearing, approved said Final Plat.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Columbus, Nebraska, that the Deed of Dedication for Highland Park Church 2<sup>nd</sup> Addition to the City of Columbus, Platte County, Nebraska, be and the same is hereby accepted, the plat thereof be and the same hereby is approved as provided by law, that the Mayor and Clerk be and hereby are authorized and instructed to endorse such approval on said original plat, the area carry a classification B-2 Zoning District according to the Zoning Regulations of the City of Columbus, Nebraska; that the Highland Park Church 2<sup>nd</sup> Addition Development Agreement attached hereto as "Exhibit "1" is hereby approved and accepted, and the Mayor and Clerk be and hereby are authorized to sign said Development Agreement.

INTRODUCED BY COUNCIL MEMBER \_\_\_\_\_

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CLERK

APPROVED AS TO FORM:

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

Please return to:  
Tessendorf & Tessendorf, P.C.  
PO Box 925  
Columbus, NE 68602-0925

## DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENT:

That Highland Park Evangelical Free Church of Columbus, Nebraska ("Owner or Dedicator"), the proprietor and owner of the following described real estate located in the Lot 1, Highland Park Church Addition, to the City of Columbus, Platte County, Nebraska and a tract of land located in the NE1/4 of the NW1/4, Section 13, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows: beginning at the Southwest corner of Lot 1, Highland Park Church Addition to the City of Columbus; thence N 89°56'26" E, 693.07 ft. on the South line of said Lot 1 to the Southeast corner thereof; thence S 00°04'13" E, 202.19 ft. on the West line of Crown Villa Addition to the City of Columbus; thence N 89°50'44" W, 723.02 ft.; thence N 00°05'00" W, 199.48 ft. to the South line of Lost Creek Professional Plaza Addition to the City of Columbus; thence N 89°56'26" E, 30.00 ft. on the South line of said Lost Creek Professional Plaza Addition to the point of beginning. The above described property contains 10.71 acres more or less.

has caused the above-described real estate to be laid out into lots and streets, under the name of Highland Park Church 2<sup>nd</sup> Addition to the City of Columbus, located in the NE1/4 NW1/4 of Section 13, Township 17 North, Range 1 West of the 6<sup>th</sup> P.M., Platte County, Nebraska, designating explicitly the land so laid out and particularly describing lots and streets, belonging to said Addition, a Plat of which bearing the date December 3, 2020, and certified by Thomas A. Tremel, L.S., #455, is attached hereto.

Said Owner hereby dedicates 43<sup>rd</sup> Avenue as set out and described on said Plat to the use and benefit of the public and described as follows: A 30 ft. strip of land located in the NE1/4 of the NW1/4, Section 13, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows: beginning at the Southwest corner of Lot 1, Highland Park Church Addition to the City of Columbus; thence S 89°56'26" W, 30.00 ft. on the South line of said Lost Creek Professional Plaza Addition to the City of Columbus; thence S 00°05'00" E, 199.48 ft.; thence S 89°50'44" E, 30.00 ft.; thence N 00°05'00" W, 199.59 ft. to the point of beginning.

IN WITNESS WHEREOF, this instrument has been signed on \_\_\_\_\_, 2021.

THE HIGHLAND PARK EVANGELICAL FREE  
CHURCH OF COLUMBUS, NEBRASKA

By:

Please return to:  
Tessendorf & Tessendorf, P.C  
PO Box 925  
Columbus, NE 68602-0925  
(402) 564-8555

HIGHLAND PARK CHURCH 2<sup>nd</sup> ADDITION  
DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of January, 2021, by and between THE HIGHLAND PARK EVANGELICAL FREE CHURCH OF COLUMBUS, NEBRASKA (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 HIGHLAND PARK CHURCH 2<sup>nd</sup> 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 10.71 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 street improvements, including sidewalks and trails 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. Concrete paving of internal streets, dedicated per plat (Exhibit “A”), all of said paving to be thirty three (33) feet in width and six (6) inches thick, and shall be constructed according to city standards. The entire cost of paving and storm sewer system improvements except for intersections shall be paid by the Subdivider, with exception of intersection pavement and pavement in excess of thirty-three (33) feet in width and six (6) inches in thickness. In such case, the oversized cost shall be paid for by the City, subject to final approval of plans and specifications by the City.

C. The sanitary sewer system, including, but not limited to: mains, manholes and related appurtenances shall be constructed according to city standards in dedicated street right-of-way and easement areas, 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.

D. 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 right-of-way and easement areas, 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 system improvements shall be paid by the Subdivider, with exception of storm sewer mains in dedicated right-of-way 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.

E. The water distribution system, including, but not limited to: mains, hydrants and valves shall be constructed according to city standards within a dedicated street right-of-way and easement areas 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 system and 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.

F. Natural gas distribution mains shall be located within dedicated street right-of-way or easement areas 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.

G. 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.

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

I. 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 or is located adjacent to a designated arterial or collector, Subdivider shall install the sidewalk for said lot(s) as part of the initial construction.

J. 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, 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 and SWPPP, 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.

K. Subdivider agrees to not object to the creation of a Street Improvement District to extend 43<sup>rd</sup> Avenue to the south in which this property will benefit.

## 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 (if residential) or businesses (if commercial) 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 may be requested by the Subdivider and if said request receives a favorable recommendation of Planning Commission and approval by the City Council the deadline will be extended pursuant to the new deadline set 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

Dated this \_\_\_\_\_ day of January, 2021.

APPROVED AS TO FORM

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

THE HIGHLAND PARK EVANGELICAL  
FREE CHURCH OF COLUMBUS,  
NEBRASKA, SUBDIVIDER

By: \_\_\_\_\_  
Brian Christensen, President

Dated this \_\_\_\_\_ day of January, 2021.

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF PLATTE    )

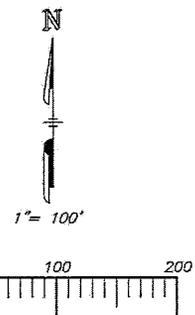
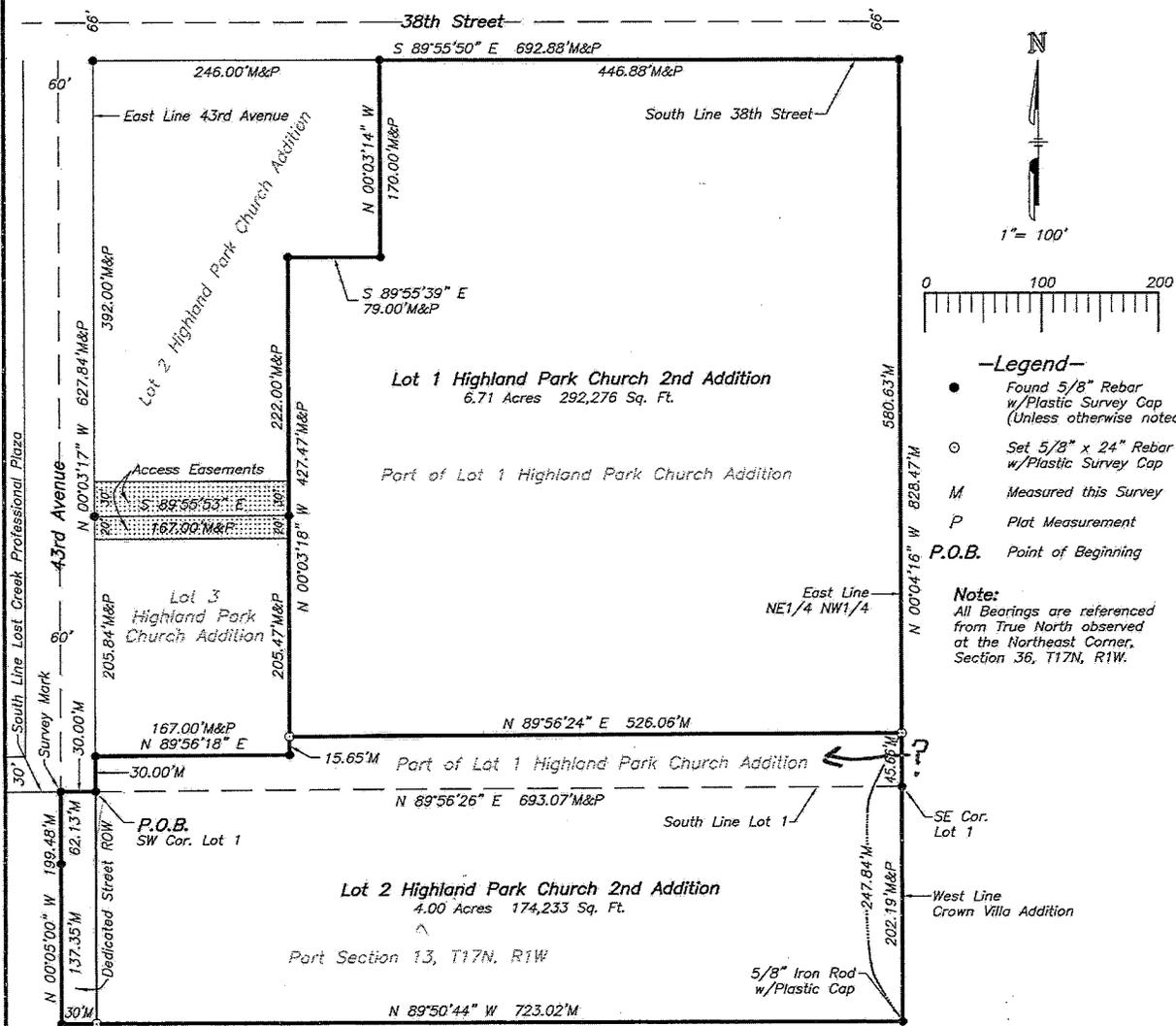
On this \_\_\_\_\_ day of January, 2021, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Brian Christensen, President of The Highland Park Evangelical Free Church of Columbus, Nebraska, who is personally known by me to be the identical person whose name is 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: \_\_\_\_\_)

**FINAL PLAT OF HIGHLAND PARK CHURCH 2ND ADDITION  
TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA**



**-Legend-**

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**Developer:**

Highland Park Evangelical Church  
Attn: Kevin Bennett  
4115 38th Street  
Columbus, NE 68601  
Phone: 402.564.5853

**Surveyor:**

Thomas A. Tremel, R.L.S.  
1 Driftwood Drive  
Columbus, NE 68601  
Phone: 402.276.3690

**Engineer:**

Merlin Lindahl, E-3975  
9271 18th Avenue  
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Phone: 402.910.6609

**School Board:**

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on \_\_\_\_\_ Day of \_\_\_\_\_, 2020.

Secretary \_\_\_\_\_

President \_\_\_\_\_

**Planning Commission:**

This Final Plat of Highland Park Church 2nd Addition to the City of Columbus, Platte County, Nebraska, was approved by the Planning Commission

on \_\_\_\_\_ Day of \_\_\_\_\_, 2020.

Chairman \_\_\_\_\_

**City Council:**

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on \_\_\_\_\_ Day of \_\_\_\_\_, 2020.

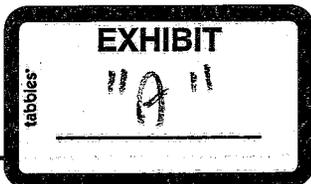
Mayor \_\_\_\_\_

City Clerk \_\_\_\_\_

**Surveyor's Statement:**

I, Thomas A. Tremel, a Registered Land Surveyor in the State of Nebraska, hereby state that this survey was conducted under my direct supervision and is correct to the best of my knowledge and belief.

*Thomas A. Tremel*  
Thomas A. Tremel, L.S. #455  
December 3, 2020



**FINAL PLAT  
HIGHLAND PARK CHURCH 2ND ADD.  
TO THE CITY OF COLUMBUS, NE**

TMT	TMT/MGT	12/03/2020
DRAWN	SURVEYED	DATE



No. 1 Driftwood Drive - Columbus, NE 68601  
Phone (402) 563-4568 - Fax (402) 563-3922

- D. Public hearing - Application of Granville Custom Homes, Inc. for final plat and development agreement of New Frontier Subdivision (East 14 Avenue and Armory Drive). (Planning Commission recommends approval.)

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

You are hereby notified that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Monday, January 18, 2021, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the final plat and development agreement of New Frontier Subdivision, a tract of land located in the N 1/2 of the NW 1/4 of the SW 1/4, Section 15, T17N, R1E of the 6th P.M., 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, Section 15, T17N, R1E of the 6th P.M., 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" W; thence N 00°08'15" W, a distance of 120.07 feet, to the point of beginning; thence continuing N 00°08'15" W, on the west line of said N 1/2 of the NW 1/4 of the SW 1/4, a distance of 149.97 feet, to the northwest corner of a tract surveyed by Bruce L. Gilmore, L.S. #96, dated February 29, 1988; thence S 89°07'43" E, a distance of 209.99 feet, to the northeast corner of said tract surveyed by Bruce L. Gilmore, said point also being the northwest corner of Lot 2, Block A, Frontier Park Addition; thence S 00°08'08" E, on the west line of said Lot 2, a distance of 206.48 feet, to the southwest corner of said Lot 2; thence S 89°53'53" W, on the south line of Lot 1, Block A, Frontier Park Addition, a distance of 159.96 feet, to the southwest corner of said Lot 1; thence N 00°08'15" W, on the west line of said Lot 1, a distance of 59.23 feet, to the northwest corner of said Lot 1; thence N 89°08'42" W, a distance of 50.00 feet, to the point of beginning; containing 0.94 acres, more or less (East 14 Avenue and Armory Drive) and at said time and place you may appear and be heard.

Dated this 7 day of January, 2021.

CITY OF COLUMBUS, NEBRASKA  
By: Janelle Kline  
City Clerk

Publish: 01:07:21  
Two Affidavits of Publication

The City of **Columbus**

**MEMORANDUM**

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**DATE:** January 6, 2021  
**FROM :** Richard J. Bogus, City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** New Frontier Subdivision - Final Plat

**RECOMMENDATION:**

I recommend the approval of the final plat of New Frontier Subdivision as it is consistent with the Preliminary Plat. The Preliminary Plat was approved by the Planning Commission on December 14, 2020, and City Council on December 21, 2020.

**DISCUSSION:**

The addition consists of three residential lots and includes dedication of East 14th Avenue right-of-way. It is within the corporate limits.

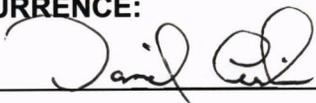
**FISCAL IMPACT:**

None.

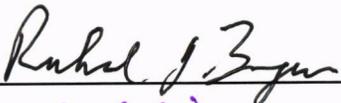
**ALTERNATIVE:**

Do not approve.

**CONCURRENCE:**

By: 

**SIGNATURE:**

By: 

Approved By: 

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

**FILED**

DEC 22 2020

**CITY CLERK  
COLUMBUS, NEBR.**

DATE: December 21, 2020

NAME OF SUBDIVISION: New Frontier Subdivision

NAME OF PROPERTY OWNER: Granville Custom Homes, Inc.

**CONTACT INFORMATION:**

NAME OF REPRESENTATIVE OR PROPERTY OWNER: Granville Custom Homes, Inc.

ADDRESS OF REPRESENTATIVE OR PROPERTY OWNER: 4514 Howard Blvd., Columbus, NE 68601

PHONE NUMBER: 402-276-3476

REPRESENTATIVE OR PROPERTY OWNER E-MAIL: steven@granville-homes.com

NUMBER OF LOTS IN SUBDIVISION: 3

ADDRESS OF SUBDIVISION: East 14<sup>th</sup> 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

\_\_\_\_\_  
Attorney / Legal Counsel for Applicant

Development Agreement submitted on: \_\_\_\_\_

City Attorney  
Neal Valorz – [nvalorz@1492law.com](mailto:nvalorz@1492law.com)  
Gene G. Schumacher – [gschum@1492law.com](mailto:gschum@1492law.com)

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

**NEW FRONTIER PARK SUBDIVISION  
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 NEW FRONTIER PARK SUBDIVISION 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. THIS PARAGRAPH INTENTIONALLY LEFT BLANK

C. 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.

D. 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 system 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.

E. The water distribution system, including, but not limited to: mains, hydrants and valves shall be constructed according to city standards within a dedicated street right-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 system and 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.

F. Natural gas distribution mains shall be located within a dedicated street right-of-way or easement areas 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.

G. 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.

H. 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.

I. 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 or is located adjacent to a designated arterial or collector, Subdivider shall install the sidewalk for said lot(s) as part of the initial construction. Subdivider may delay construction of the sidewalk along East 14<sup>th</sup> Avenue as it would be part of the Street Improvement District.

J. 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 Gilmore and Associates, Inc., 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.

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

L. Subdivider agrees to not object to the creation of a Street Improvement District on East 14<sup>th</sup> Avenue.

M. THIS PARAGRAPH INTENTIONALLY LEFT BLANK

## 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 (if residential) or businesses (if commercial) 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 may be requested by the Subdivider and if said request receives a favorable recommendation of Planning Commission and approval by the City Council the deadline will be extended pursuant to the new deadline set 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.

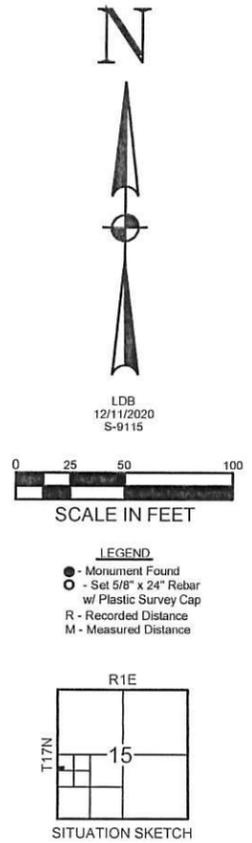
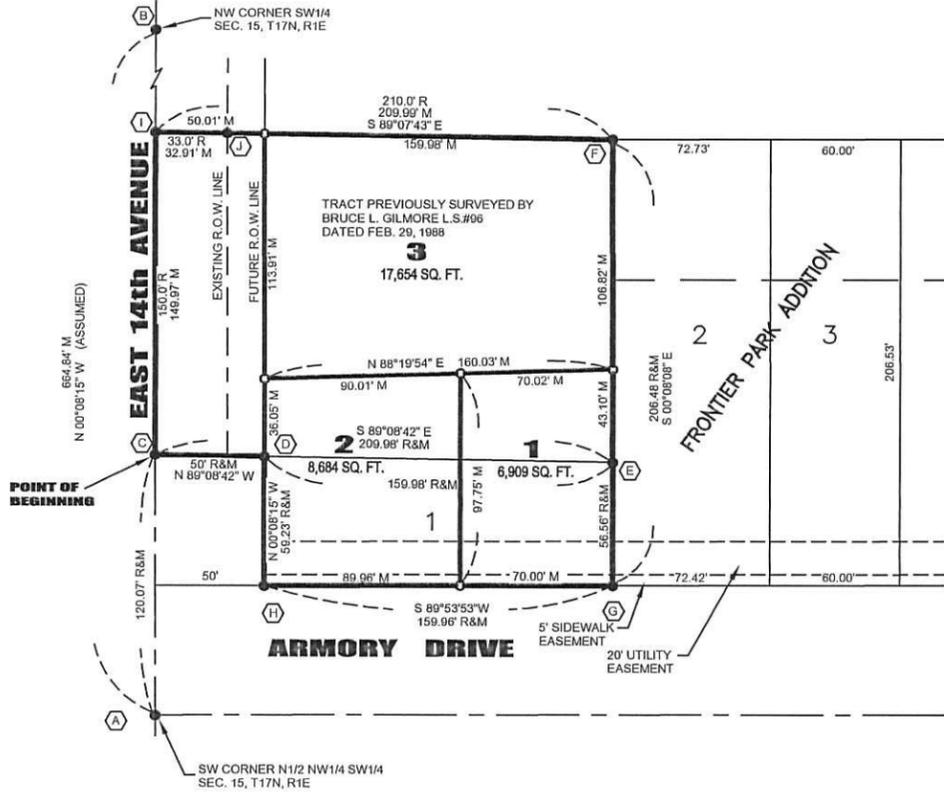
Witness my hand and Notarial Seal the day and year last above written.

\_\_\_\_\_  
Notary Public

(My commission expires: \_\_\_\_\_)

# FINAL PLAT NEW FRONTIER SUBDIVISION

A SUBDIVISION of Lot 1, Block A, Frontier Park Addition and  
a part of the N 1/2 of the NW 1/4 of the SW 1/4, Section 15, T17N, R1E  
of the 6th P.M., City of Columbus, Platte County, Nebraska



<b>OWNERS:</b>  GRANVILLE CUSTOM HOMES, INC. 4514 HOWARD BLVD. COLUMBUS, NE 68601  AND  ROBERT H. & SUSAN M. GALYEN 2959 E. 14th AVENUE COLUMBUS, NE 68601	<b>SURVEYOR/ENGINEER:</b>  GILMORE & ASSOCIATES, INC. 2670 33RD AVENUE COLUMBUS, NE 68601
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**EXISTING ZONING: R-R**

**NEW FRONTIER SUBDIVISION**

A subdivision of Lot 1, Block A, Frontier Park Addition and a part of the N 1/2 of the NW 1/4 of the SW 1/4, Section 15, T17N, R1E of the 6th P.M., City of Columbus, Platte County, Nebraska.

**LEGAL DESCRIPTION**

A tract of land located in the N 1/2 of the SW 1/4, Section 15, T17N, R1E of the 6th P.M., 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, Section 15, T17N, R1E of the 6th P.M., 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" W; thence N 00°08'15" W, a distance of 120.07 feet, to the point of beginning; thence continuing N 00°08'15" W, on the west line of said N 1/2 of the NW 1/4 of the SW 1/4, a distance of 149.97 feet, to the northwest corner of a tract surveyed by Bruce L. Gilmore, L.S. #96, dated February 29, 1988; thence S 89°07'43" E, a distance of 209.99 feet, to the northeast corner of said tract surveyed by Bruce L. Gilmore, said point also being the northwest corner of Lot 2, Block A, Frontier Park Addition; thence S 00°08'08" E, on the west line of said Lot 2, a distance of 206.48 feet, to the southwest corner of said Lot 2; thence S 89°53'53" W, on the south line of Lot 1, Block A, Frontier Park Addition, a distance of 159.96 feet, to the northeast corner of said Lot 1; thence N 00°08'15" W, on the west line of said Lot 1, a distance of 59.23 feet, to the northwest corner of said Lot 1; thence N 89°08'42" W, a distance of 50.00 feet, to the point of beginning; containing 0.94 acres, more or less.

**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" - Northwest Corner SW 1/4 - Found 1" iron bar.

35.87' WNW to "X" nails in power pole  
 34.50' ENE to "X" nails in power pole  
 32.80' E to 1" iron pipe  
 1' E to centerline E 14th Avenue

"C", "E", "F", "I", and "J" - Found 5/8" rebar as recorded on a survey by Bruce L. Gilmore, L.S. #96, dated February 29, 1988.

"D", "G", and "H" - Found 5/8" rebar with plastic cap, as recorded on Frontier Park Addition plat by Clyde R. Flowers, Jr., L.S. #357, dated March 18, 2020.

**SURVEYOR'S CERTIFICATE**

I, Lynn D. Birkel, a registered surveyor of the State of Nebraska, hereby certify that this survey was made under my direction on December 18, 2020; that all dimensions are in feet and are correct to the best of my knowledge and belief.



*Lynn D. Birkel*  
 Lynn D. Birkel, Nebraska L.S. #497  
 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 \_\_\_\_\_, 2021.

Attest:

\_\_\_\_\_  
 City Clerk

\_\_\_\_\_  
 Mayor, City of Columbus

PLANNING COMMISSION

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

This plat of NEW FRONTIER SUBDIVISION to the City of Columbus, Nebraska, approved by the Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
 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

1. Resolution No. R21-07 approving final plat and development agreement.

**RESOLUTION NO. R21-07**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE DEED OF DEDICATION TO 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, SECTION 15, T17N, R1E OF THE 6TH P.M., 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" W; THENCE N 00°08'15" W, A DISTANCE OF 120.07 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING N 00°08'15" W, ON THE WEST LINE OF SAID N 1/2 OF THE NW 1/4 OF THE SW 1/4, A DISTANCE OF 149.97 FEET, TO THE NORTHWEST CORNER OF A TRACT SURVEYED BY BRUCE L. GILMORE, L.S. #96, DATED FEBRUARY 29, 1988; THENCE S 89°07'43" E, A DISTANCE OF 209.99 FEET, TO THE NORTHEAST CORNER OF SAID TRACT SURVEYED BY BRUCE L. GILMORE, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 2, BLOCK A, FRONTIER PARK ADDITION; THENCE S 00°08'08" E, ON THE WEST LINE OF SAID LOT 2, A DISTANCE OF 206.48 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE S 89°53'53" W, ON THE SOUTH LINE OF LOT 1, BLOCK A, FRONTIER PARK ADDITION, A DISTANCE OF 159.96 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N 00°08'15" W, ON THE WEST LINE OF SAID LOT 1, A DISTANCE OF 59.23 FEET, TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE N 89°08'42" W, A DISTANCE OF 50.00 FEET, TO THE POINT OF BEGINNING; CONTAINING 0.94 ACRES, MORE OR LESS. HEREAFTER TO BE KNOWN AS NEW FRONTIER SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; APPROVING THE PLAT THEREOF, AND APPROVING AND ACCEPTING THE NEW FRONTIER SUBDIVISION DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COLUMBUS, NEBRASKA, A MUNICIPAL CORPORATION, AND GRANVILLE CUSTOM HOMES, INC., A NEBRASKA CORPORATION, WHICH SETS FORTH THE AGREEMENT BETWEEN THE PARTIES INCLUDING THE DUTIES AND RESPONSIBILITIES OF THE SUBDIVIDER AND THE LOT OWNERS WITH RESPECT TO SAID SUBDIVISION; AND AUTHORIZING THE MAYOR TO SIGN THE DEVELOPMENT AGREEMENT PROVIDING FOR PUBLIC IMPROVEMENTS TO SERVE THIS ADDITION.

WHEREAS, Granville Custom Homes, Inc., a Nebraska Corporation, is the owner of the real estate described as:

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, Section 15, T17N, R1E of the 6th P.M., 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" W; thence N 00°08'15" W, a distance of 120.07 feet, to the point of beginning; thence continuing N 00°08'15" W, on the west line of said N 1/2 of the NW 1/4 of the SW 1/4, a distance of 149.97 feet, to the northwest corner of a tract surveyed by Bruce L. Gilmore, L.S. #96, dated February 29, 1988; thence S 89°07'43" E, a distance of 209.99 feet, to the northeast corner of said tract surveyed by Bruce L. Gilmore, said point also being the northwest corner of Lot 2, Block A, Frontier Park Addition; thence S 00°08'08" E, on the west line of said Lot 2, a distance of 206.48 feet, to the southwest corner of said Lot 2; thence S 89°53'53" W, on the south line of Lot 1, Block A, Frontier Park Addition, a distance of 159.96 feet, to the southwest corner of said Lot 1; thence N 00°08'15" W, on the west line of said Lot 1, a distance of 59.23 feet, to the northwest corner of said Lot 1; thence N 89°08'42" W, a distance of 50.00 feet, to the point of beginning; containing 0.94 acres, more or less all of which is presently platted and within the boundaries and within the zoning jurisdiction of the City of Columbus, Nebraska; and

WHEREAS, said owner has laid out said land into lots, blocks, streets and avenue roadways with appropriate utility easements under the name of New Frontier Subdivision to City of Columbus, Platte County, Nebraska; and

WHEREAS, said owner has caused an accurate plat thereof to be made, designating explicitly the land so laid out and particularly describing the lots, blocks, streets and avenue roadways with appropriate utility easement areas belonging to such subdivision, all as provided by law, and bearing the certificate of Lynn D. Birkel, RLS #497, under the date December 18, 2020, a copy of which Plat is hereto attached; and

WHEREAS, said owner has executed an instrument of dedication of the streets, public ways and utility easements to the use and benefit of the public, all as provided by law, said instrument being attached to said plat; and

WHEREAS, said plat has attached thereon a certificate of a competent land surveyor certifying the same as provided by law, and said plat and deed of dedication in no way changes the present zoning classification of the area included therein; and

WHEREAS, all of the lots shown on said plat are zoned "RR" according to the zoning regulations of the City of Columbus, Nebraska; and

WHEREAS, said owner has agreed with the City of Columbus, Nebraska, to pay all costs necessary to extend water and sewer mains to serve said addition and to pay all costs for laying such water and sewer mains with the subdivision itself, to pave the streets and ways according to the regulations of the City of Columbus and the requirements of the city engineer and deliver the same to the City of Columbus, Nebraska without cost to it; and

WHEREAS, said proposed Subdivision and plan for development has been heretofore submitted to the Planning Commission of Columbus, Nebraska, the city engineer, and Platte County School District No. 001, Columbus, Nebraska; and

WHEREAS, it appearing from the record and all of the evidence on file that all parties in interest and citizens of Columbus, Nebraska, have been duly notified of the hearings called for the purpose of approving the final plat; and

WHEREAS, after public hearing, the Planning Commission recommended approval of the plat of said Subdivision to the City of Columbus, Nebraska; and

WHEREAS, a Development Agreement has been prepared for said subdivision setting forth in the agreement between the City of Columbus and the addition, including the duties and responsibilities of the subdivider and lot owners, said agreement is attached hereto marked Exhibit "A" and incorporated herein by reference; and

WHEREAS, the mayor and the city council have held a public hearing on the approval of the final plat of said subdivision and following such public hearing, and having heard all persons appearing at such hearing, approved said final plat.

NOW THEREFORE, BE IT RESOLVED by the mayor and council of the City of Columbus, Nebraska, that the Deed of Dedication for New Frontier Subdivision to the City of Columbus, Platte County, Nebraska, be and the same is hereby accepted, the plat thereof be and the same hereby is approved as provided by law, that the mayor and clerk be and hereby are authorized and instructed to endorse such approval on said original plat, the area carry a classification "RR" Zoning District according to the zoning regulation of the City of Columbus, Nebraska; that the New Frontier Subdivision Development Agreement attached hereto as Exhibit "A" is hereby approved and accepted, and the mayor is hereby authorized to sign said development agreement.

INTRODUCED BY COUNCIL MEMBER \_\_\_\_\_

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

Once Recorded Return Document To:

Gene Schumacher

Sipple Hansen Emerson Schumacher & Klutman

P.O. Box 1305

Columbus, NE 68602-1305

## **DEED OF DEDICATION**

KNOW ALL MEN BY THESE PRESENTS:

That Granville Custom Homes, Inc., a Nebraska Corporation, is the owner of the following described real estate:

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, Section 15, T17N, R1E of the 6th P.M., 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" W; thence N 00°08'15" W, a distance of 120.07 feet, to the point of beginning; thence continuing N 00°08'15" W, on the west line of said N 1/2 of the NW 1/4 of the SW 1/4, a distance of 149.97 feet, to the northwest corner of a tract surveyed by Bruce L. Gilmore, L.S. #96, dated February 29, 1988; thence S 89°07'43" E, a distance of 209.99 feet, to the northeast corner of said tract surveyed by Bruce L. Gilmore, said point also being the northwest corner of Lot 2, Block A, Frontier Park Addition; thence S 00°08'08" E, on the west line of said Lot 2, a distance of 206.48 feet, to the southwest corner of said Lot 2; thence S 89°53'53" W, on the south line of Lot 1, Block A, Frontier Park Addition, a distance of 159.96 feet, to the southwest corner of said Lot 1; thence N 00°08'15" W, on the west line of said Lot 1, a distance of 59.23 feet, to the northwest corner of said Lot 1; thence N 89°08'42" W, a distance of 50.00 feet, to the point of beginning; containing 0.94 acres, more or less

and has caused the above-described real estate to be laid out into lots, blocks, streets and easement areas belonging to such Addition, under the name of New Frontier Subdivision to the City of Columbus, Platte County, Nebraska, designating explicitly the land so laid out and particularly describing the lots, blocks, streets and easements belonging to such Addition, a plat of which bearing the date December 18, 2020, and certified by Lynn D. Birkel, registered land surveyor, is attached hereto.

Said owners hereby dedicate the streets, avenues, and easement areas set out and described on said plat to the use and benefit of the public, together with a perpetual easement for the installation of public utilities and maintenance thereof over and across the lots as set out in said plat.

Said owner and dedicator covenants and agrees with the City of Columbus to lay, at their own expense, and in accordance with specifications acceptable to the City Water and Sanitary Sewer Department, and deliver the same to the City of Columbus, Nebraska, without cost to it the necessary water and sewer mains to adequately serve such platted area, and to pave the streets and avenues, and to deliver the same to the City without cost to it.

IN WITNESS WHEREOF, the Grantors named herein have executed these presents this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Granville Custom Homes, Inc.  
By Steven Ramaekers, President

STATE OF NEBRASKA

: ss.

COUNTY OF PLATTE

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, a duly qualified and commissioned Notary Public in and for said county, personally appeared Steven Ramaekers, as President of Granville Custom Homes, Inc., to me personally known to be the identical persons described in and whose names are affixed to the foregoing instrument and acknowledged the said instrument to be his voluntary act and deed.

\_\_\_\_\_  
Notary Public

(SEAL)

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

**NEW FRONTIER PARK SUBDIVISION  
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 NEW FRONTIER PARK SUBDIVISION 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. THIS PARAGRAPH INTENTIONALLY LEFT BLANK

C. 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.

D. 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 system 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.

E. The water distribution system, including, but not limited to: mains, hydrants and valves shall be constructed according to city standards within a dedicated street right-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 system and 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.

F. Natural gas distribution mains shall be located within a dedicated street right-of-way or easement areas 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.

G. 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.

H. 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.

I. 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 or is located adjacent to a designated arterial or collector, Subdivider shall install the sidewalk for said lot(s) as part of the initial construction. Subdivider may delay construction of the sidewalk along East 14<sup>th</sup> Avenue as it would be part of the Street Improvement District.

J. 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 Gilmore and Associates, Inc., 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.

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

L. Subdivider agrees to not object to the creation of a Street Improvement District on East 14<sup>th</sup> Avenue.

M. THIS PARAGRAPH INTENTIONALLY LEFT BLANK

## 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 (if residential) or businesses (if commercial) 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 may be requested by the Subdivider and if said request receives a favorable recommendation of Planning Commission and approval by the City Council the deadline will be extended pursuant to the new deadline set 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.

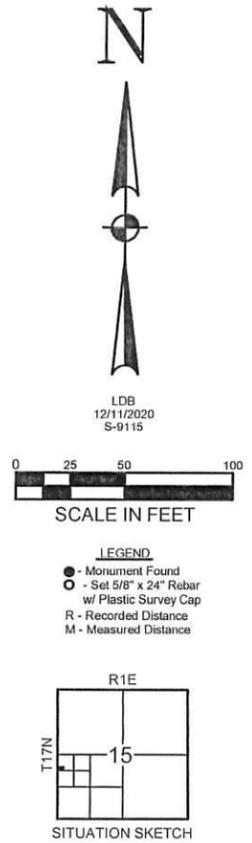
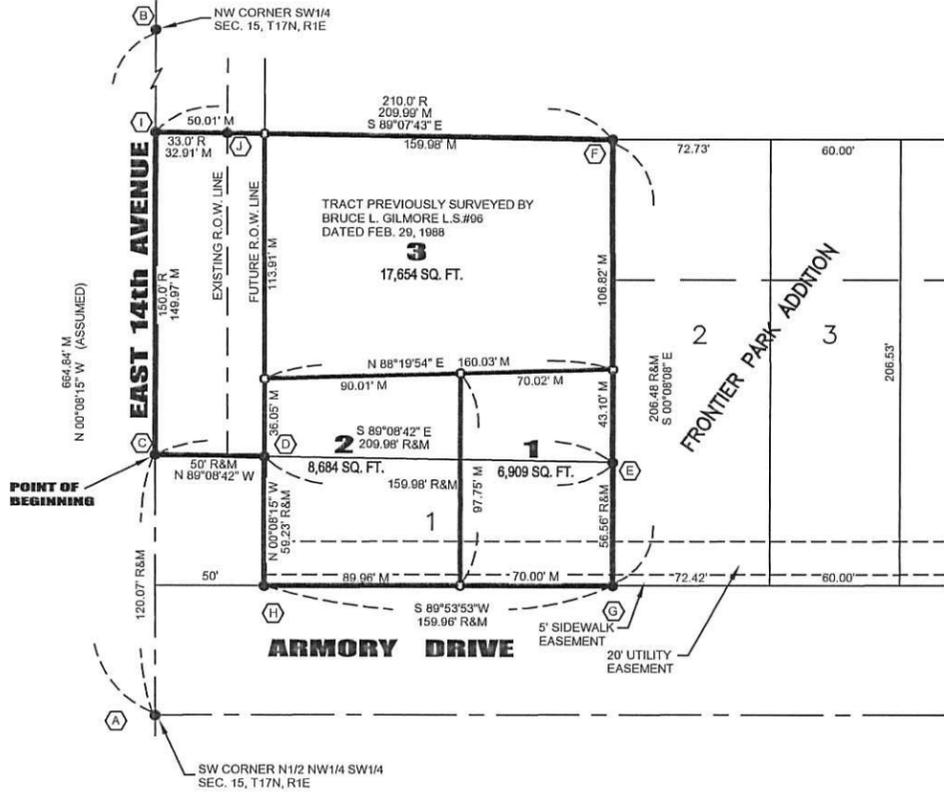
Witness my hand and Notarial Seal the day and year last above written.

\_\_\_\_\_  
Notary Public

(My commission expires: \_\_\_\_\_)

# FINAL PLAT NEW FRONTIER SUBDIVISION

A SUBDIVISION of Lot 1, Block A, Frontier Park Addition and  
a part of the N 1/2 of the NW 1/4 of the SW 1/4, Section 15, T17N, R1E  
of the 6th P.M., City of Columbus, Platte County, Nebraska



<b>OWNERS:</b>  GRANVILLE CUSTOM HOMES, INC. 4514 HOWARD BLVD. COLUMBUS, NE 68601  AND  ROBERT H. & SUSAN M. GALYEN 2959 E. 14th AVENUE COLUMBUS, NE 68601	<b>SURVEYOR/ENGINEER:</b>  GILMORE & ASSOCIATES, INC. 2670 33RD AVENUE COLUMBUS, NE 68601
--	---

**EXISTING ZONING: R-R**

**NEW FRONTIER SUBDIVISION**

A subdivision of Lot 1, Block A, Frontier Park Addition and a part of the N 1/2 of the NW 1/4 of the SW 1/4, Section 15, T17N, R1E of the 6th P.M., City of Columbus, Platte County, Nebraska.

**LEGAL DESCRIPTION**

A tract of land located in the N 1/2 of the SW 1/4, Section 15, T17N, R1E of the 6th P.M., 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, Section 15, T17N, R1E of the 6th P.M., 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" W; thence N 00°08'15" W, a distance of 120.07 feet, to the point of beginning; thence continuing N 00°08'15" W, on the west line of said N 1/2 of the NW 1/4 of the SW 1/4, a distance of 149.97 feet, to the northwest corner of a tract surveyed by Bruce L. Gilmore, L.S. #96, dated February 29, 1988; thence S 89°07'43" E, a distance of 209.99 feet, to the northeast corner of said tract surveyed by Bruce L. Gilmore, said point also being the northwest corner of Lot 2, Block A, Frontier Park Addition; thence S 00°08'08" E, on the west line of said Lot 2, a distance of 206.48 feet, to the southwest corner of said Lot 2; thence S 89°53'53" W, on the south line of Lot 1, Block A, Frontier Park Addition, a distance of 159.96 feet, to the northeast corner of said Lot 1; thence N 00°08'15" W, on the west line of said Lot 1, a distance of 59.23 feet, to the northwest corner of said Lot 1; thence N 89°08'42" W, a distance of 50.00 feet, to the point of beginning; containing 0.94 acres, more or less.

**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" - Northwest Corner SW 1/4 - Found 1" iron bar.

35.87' WNW to "X" nails in power pole  
 34.50' ENE to "X" nails in power pole  
 32.80' E to 1" iron pipe  
 1' E to centerline E 14th Avenue

"C", "E", "F", "I", and "J" - Found 5/8" rebar as recorded on a survey by Bruce L. Gilmore, L.S. #96, dated February 29, 1988.

"D", "G", and "H" - Found 5/8" rebar with plastic cap, as recorded on Frontier Park Addition plat by Clyde R. Flowers, Jr., L.S. #357, dated March 18, 2020.

**SURVEYOR'S CERTIFICATE**

I, Lynn D. Birkel, a registered surveyor of the State of Nebraska, hereby certify that this survey was made under my direction on December 18, 2020; that all dimensions are in feet and are correct to the best of my knowledge and belief.



*Lynn D. Birkel*  
 Lynn D. Birkel, Nebraska L.S. #497  
 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 \_\_\_\_\_, 2021.

Attest:

\_\_\_\_\_  
 City Clerk

\_\_\_\_\_  
 Mayor, City of Columbus

PLANNING COMMISSION

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

This plat of NEW FRONTIER SUBDIVISION to the City of Columbus, Nebraska, approved by the Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
 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

8. **PETITIONS AND COMMUNICATIONS - None**
9. **REPORTS OF CITY OFFICES - Finance Department reports included in Consent Agenda**
  - A. Police department update on mask ordinance.

**DATE:** 14 January 2021  
**FROM:** Charles Sherer, Chief of Police   
**THRU:** Tara Vasicek, City Administrator

**To:** Mayor James Bulkley and the Columbus City Council

**RE:** Mask Ordinance Update

**DISCUSSION:** As requested by the Mayor and City Council I am reporting on the status of calls received regarding the City's mask ordinance since it was implemented on November 28, 2020. Since implementing the ordinance we have had 17 calls on the mask ordinance. Since my last report date of December 16th, 2020, we have had 2 calls. Of those 2 calls, 1 was for clarification on the mask ordinance and the other was for patrons not wearing masks as required by the business. Officers walked the business and didn't see any violations and took no action. As per our policy, the officers' actions are to provide guidance and only to take enforcement action as a last request. In those 2 calls, the officers, either spoke with the business manager or answered the question of the citizen in question. We have done that in all actions, no citations have been written.

Again, we have placed mask packages in our cruisers for officers to hand out to the public in the event they don't have a mask. It contains instructions in English and Spanish on the proper wearing, storing and cleaning of the mask. This eliminates a defense that they don't have a mask and promotes public health practices.

**FISCAL IMPACT:** We purchased sandwich bags and cloth ear strapped masks to hand out to the public in a public relations attempt to promote this endeavor. We hope to receive supplies from East Central District Health to supplant this action.

**ALTERNATIVE:** Don't hand out mask packages.

**CONCURRENCE:**

**SIGNATURE:**

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

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

B. Police department annual report on K-9 deployment.

**DATE:** January 11, 2021

**FROM:** Charles Sherer, Chief of Police 

**THRU:** Tara Vasicek, City Administrator

**To:** Mayor James Bulkley and the Columbus City Council

**RE:** Annual K-9 Deployment report

**DISCUSSION:** Please find the attached report from Officer Santiago Velasquez on K-9 Eros's use and deployment. During 2020, the duo recertified a Narcotics Detection team as well as recertifying in tracking and patrol. They received additional certification in evidence/article recovery.

Officer Velasquez and Eros are on call each and every day. As a result, they deployed on a total of 67 incidents. Please refer to his report for specifics. 60 calls were in-house and 7 calls were to assist outside agencies.

K-9 Eros and Officer Velasquez certainly have met our anticipated expectations since their arrival at the police Department. Many of the seizures or apprehensions wouldn't have been made without Eros. The presence of Eros and Officer Velasquez are making an impact in our community and we're better for it.

**FISCAL IMPACT:** Officer Velasquez gets ½ hour of overtime per day to care for Eros and maintain his kennel. He also participates in 1 day of training each week to maintain their high degree of training and readiness.

**ALTERNATIVE:** Don't participate in the K-9 program.

**CONCURRENCE:**

**SIGNATURE:**

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

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



# COLUMBUS POLICE DEPARTMENT

2330 14th Street • Columbus, Nebraska 68601 • Phone (402) 564-3201 • Fax (402) 562-7325

January 9, 2021

Chief Sherer

Captain Thalken

## 2020 End of Year Report

During the calendar year of 2020, Police Service Dog Eros and I recertified as a Narcotics Detection Team. We also recertified in tracking and patrol. We achieved an additional certification for evidence/article recovery.

The K9 team was called or deployed for a total of 67 incidents. Only 8 calls were resolved without a deployment due to consent, other probable cause, suspect was located prior to deployment, or assisted on entry teams. During the year, 5 additional agencies requested our assistance. The following is a breakdown of how the team was utilized:

CPD: 60 total calls/deployments, 28 Detection, 28 patrol calls, 12 apprehensions (patrol), 1 evidence recovery deployment.

Nance County: 1 Patrol Deployment (apprehension)

Central City: 1 Detection Deployment

NSP: 1 Detection Deployment

PCSO: 1 Track (non-physical apprehension) and 1 Detection Deployment

Platte County Jail: 2 Detection deployments

A copy of the spreadsheet will be attached for review.

  
Respectfully,

Officer Velasquez #9

*Liberty in Law*

## 2020 Rolling Log of Call Out/Deployments

Rolling Log	Date	Agency	Deployed	Detection/Patrol	Outcome
1	1/4/2020	Nance Co	Yes	Patrol	Physical Apprehension-1 Adult arrest
2	4-Jan CPD		Yes	Patrol	Perimeter
3	2/1/2020 CPD		Yes	Detection	30g meth, 1 Adult arrest
4	2/1/2020 CPD		No	Detection	Inventory/PC Search
5	2/6/2020 CPD		Yes	Detection	.5g meth, mj, Knife, 1 Adult Arrest
6	2/7/2020 CPD		Yes	Detection	9.5g meth, \$845, 1 Adult arrest
7	2/10/2020 CPD		Yes	Tracking	Discontinued
8	2/12/2020 CPD		Yes	Patrol	Non-physical apprehension
9	2/17/2020 CPD		Yes	Detection	2.4g Marijuana and pipe
10	2/18/2020 CPD		Yes	Detection	Paraphernalia
11	2/21/2020	Central City	Yes	Detection	Search Warrant Pending
12	2/22/2020 CPD		Yes	Patrol	Building Cleared
13	3/2/2020 CPD		Yes	Detection	No Alert or Indication
14	3/4/2020 CPD		Yes	Tracking	Pursuit
15	3/4/2020 CPD		Yes	Patrol	Non-physical apprehension
16	3/5/2020 CPD		Yes	Patrol	Perimeter for search warrant 3 adult arrest
17	3/10/2020 CPD		No	Patrol	Perimeter 1 adult arrest (Robbery Suspect)
18	3/16/2020	PCDC	Yes	Detection	Unknown results
19	3/27/2020 CPD		Yes	Tracking	No apprehension, 1 adult arrest
20	4/11/2020 CPD		Yes	Patrol	Residents located during building search
21	4/14/2020 CPD		Yes	Detection	1g meth, 2g marijuana, paraphernalia
22	5/1/2020	PCDC	Yes	Detection	Unknown results
23	5/2/2020 CPD		Yes	Detection	1.4g marijuana & para
24	2-May	PCSO	Yes	Tracking	Non-physical apprehension
25	5/6/2020 CPD/NSP		Yes	Detection	1.1g Marijuana & Wax
26	5/15/2020 CPD		Yes	Detection	Meth scale
27	5/18/2020 CPD		Yes	Tracking	Discontinued
28	5/18/2020 CPD		Yes	Patrol	Non-physical apprehension
29	5/22/2020 CPD		Yes	Patrol	Building Cleared
30	5/26/2020 CPD		Yes	Patrol	Search Warrant, 1 Adult Arrest
31	5/27/2020 CPD		Yes	Detection	6.8g marijuana
32	6/1/2020 CPD		Yes	Detection	4.2g meth, 1 adult arrest
33	6/1/2020 CPD		Yes	Patrol	Pursuit, 3 non-physical apprehensions

## 2020 Rolling Log of Call Out/Deployments

34	6/1/2020 CPD	Yes	Patrol	Served search Warrant
35	6/2/2020 CPD	Yes	evidence	n/a
36	6/3/2020 CPD	No	Patrol	Served search Warrant
37	7/12/2020 CPD	Yes	Detection	Admission to trace amounts of Marijuana
38	7/15/2020 CPD	Yes	Detection	A/I Vehicle searched
39	7/17/2020 CPD	Yes	Detection	A/I \$10,000 USD
40	7/20/2020 CPD	Yes	Patrol	Cleared 2221 22nd Street
41	7/23/2020 CPD	Yes	Patrol	Non-physical apprehension
42	7/29/2020 CPD	Yes	Detection	Ecstasy Pills (MDMA)
43	8/8/2020 CPD	Yes	Patrol	Area Search
44	8/12/2020 CPD	Yes	Detection	THC & Paraphernalia
45	13-Aug CPD	No	Detection/Patrol	Assist with Search Warrant
46	8/18/2020 PCSO	No	Detection	Consent Search
47	8/19/2020 CPD	Yes	Patrol	Building Cleared
48	8/21/2020 CPD	Yes	Detection	.6g Meth & pipe
49	9/5/2020 CPD	Yes	Detection	No Alert or Indication
50	9/7/2020 CPD	Yes	Patrol	1 non-physical, Building Search
51	9/14/2020 CPD	Yes	Detection	22.9g meth, marijuana, 2 arrest
52	9/22/2020 CPD	Yes	Patrol	1 physical apprehension
53	9/26/2020 CPD	Yes	Patrol	Building Cleared
54	10/2/2020 CPD	Yes	Patrol	Building Cleared
55	10/15/2020 CPD	Yes	detection	51.5g meth, 19.1g weed, 7.3g mushrooms, \$23,452
56	10/21/2020 CPD	Yes	Detection	2 meth pipes and marijuana
57	11/3/2020 CPD	Yes	Detection	Meth and 3 needles
58	11/3/2020 CPD	Yes	Detection	No A/I, No Search
59	11/14/2020 CPD	Yes	Detection	No A/I, No Search
60	11/18/2020 CPD	Yes	Patrol	Perimeter for search warrant, 3 adult arrests.
61	11/24/2020 CPD	Yes	Patrol	Search for 10-75 suspects, two in custody
62	11/28/2020 CPD	Yes	Patrol	1 non-physical 10-15
63	11/30/2020 CPD	No	Patrol	Served search Warrant
64	12/8/2012 CPD	Yes	Detection	No A/I
65	12/7/2020 CPD	Yes	Patrol	Building Search for burglary
66	12/15/2020 CPD	No	Patrol	Served search Warrant
67	12/18/2020 CPD	No	Patrol	Served search Warrant

**10. REPORTS OF COUNCIL COMMITTEES**

A. PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE - January 11, 2021

PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE  
January 11, 2021

A meeting of the Public Property, Safety, and Works Committee of the City of Columbus, Nebraska, was convened in open and public session on January 11, 2021, at 4 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska.

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 and members of the city council 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 Roth announced that a copy of the Open Meetings Act is posted in the meeting room. Present were the following Public Property, Safety, and Works Committee Members: Council Members Charlie Bahr, Dennis Kresha, Prent Roth, and Ron Schilling. Also present was Mayor James Bulkley. City staff members present included City Administrator Tara Vasicek, City Engineer Rick Bogus, and City Clerk Janelle Kline.
2. **October through December 2020 quarterly report of the Traffic Control Device Committee.** A recommendation was made to the mayor and council to approve the October through December 2020 quarterly report of the Traffic Control Device Committee with a motion by Schilling and a second by Kresha. Bahr, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay".
3. **Request of State of Nebraska for permanent easement in Roselawn Cemetery in conjunction with Highway 30 reconstruction project.** A recommendation was made to the mayor and council to accept the offer from the State of Nebraska in the amount of \$730 for acquisition of easement in Roselawn Cemetery with a motion by Bahr and a second by Schilling. Bahr, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay".
4. **South Mobility Study interim recommendations for 8 Street at the intersections of 3 Avenue, 12 Avenue, 18 Avenue, and 27 Avenue.** Bogus referred to the South Mobility Study and noted the following interim recommendations for 8 Street: 1) remove 27 Avenue westbound left-hand turn lane; 2) remove 18 Avenue eastbound and westbound left-hand turn lanes; 3) provide northbound and southbound left-hand turn lanes at 12 Avenue; and 4) add four-way stop signs for eastbound and westbound approaches at 3 Avenue. Kresha expressed objections to the four-way stop signs at 3 Avenue as he does not feel they are warranted. A recommendation was made to the mayor and council to approve the South Mobility Study interim recommendations on 8 Street at the intersections of 3 Avenue, 12 Avenue, 18 Avenue, and 27 Avenue with a motion by Bahr and a second by Schilling. Bahr, Roth, and Schilling voted "Aye" and Kresha voted "Nay".

- 5. Sidewalk and ramp location policy in conjunction with 3 Avenue from 8 Street to South 3 Street project.** Bogus referred to the recent Board of Equalization hearing and pointed out that concerns were brought up with regard to pedestrian crossing on 3 Avenue. Bogus explained the city's sidewalk and ramp policy and described in detail, the layout of each street from 8 Street to South 3 Street along 3 Avenue. A recommendation was made to the mayor and council that crosswalks be installed at 3 Street and 3 Avenue and the approaches along 3 Avenue from 8 Street to South 3 Street be widened to achieve a 90-degree angle with a motion by Schilling and a second by Kresha. Bahr, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay".
- 6. Adjournment:** The meeting adjourned at 4:40 p.m.

OFFICE OF THE CITY CLERK

: Janelle Kline

1. October through December 2020 quarterly report of the Traffic Control Device Committee.

# TRAFFIC CONTROL DEVICE COMMITTEE

## Quarterly Report October – December 2020

### October

No meeting was held

### November

1. **Bradshaw Addition – Speed limit signs / Children at Play:** Discussion on Children at Play signs are not enforceable and provide false security. The area is a circle with two outlets thus the alleged speeders would most likely be those living in this subdivision. Motion by Vasicek and Sherer seconded to place speed trailer in the subdivision. Bogus, Vasicek, Sherer, and Sliva voted “Aye” and none voted “Nay”. Borchers was absent.
2. **Traffic control request at 25<sup>th</sup> Street and East 5<sup>th</sup> Avenue:** Discussion on improvements in the area with the apartments and car wash. A motion by Vasicek and a second by Sliva to place a Yield Sign on southbound East 5<sup>th</sup> Avenue at the intersection of 25<sup>th</sup> Street. Bogus, Vasicek, Sherer, and Sliva voted “Aye” and none voted “Nay”. Borchers was absent.
3. **South side of 14<sup>th</sup> Avenue & 6<sup>th</sup> Street Yield Sign:** Discussion of past history of placement of northbound Yield sign on 14<sup>th</sup> Avenue at intersection with 6<sup>th</sup> Street. Motion made by Sliva and a second by Vasicek to have Public Works Director look at the intersection and if sign appears to be warranted to leave in place or if not to remove it. Bogus, Vasicek, Sherer, and Sliva voted “Aye” and none voted “Nay”. Borchers was absent.
4. **Review of Traffic Device needs within the city:** No review was held.
5. **Unfinished business:** No unfinished business to discuss.

### December

6. **Project concerns 255 3 Avenue & 309 Centennial Street:** Two property owners voiced concerns on SID178, 3<sup>rd</sup> Avenue from 8<sup>th</sup> Street to South 3<sup>rd</sup> Street at the December 7, 2020 City Council meeting which was referred to the Traffic Control Device Committee. They feel the project is missing crosswalks on 3<sup>rd</sup> Avenue in multiple areas, some of the crosswalks have sharp angles for turning onto the ramps, and where sod was laid one property owner feels that it is rough. Discussion per City policy crosswalks across the longitudinal roadway are generally not installed in T-Intersections due to terminate in front of properties. In regards to the sod, according to Cody Wilbers, Alfred Benesch & Associates Construction Engineer, subcontractor Mueller Sprinklers spent a good amount of time of preparing the sod/seed bed areas. Most all clods of dirt were pulverized to less than 3/4 inch which is more than NDOT specification of 1-inch. Motion made by Vasicek and Sliva seconded to review the policy verbiage for requirements of crosswalks at T-Intersections, and for City Engineer Bogus and City Surveyor Benck to review T-Intersections for installation of additional crosswalks and review options and costs to modify severe angles. Bogus, Vasicek, Sherer, Borchers, and Sliva voted “Aye” and none voted “Nay”.

- 7. Wal-Mart sidewalk from 25<sup>th</sup> Street:** New developments of Legacy Apartments and a car wash on East 5<sup>th</sup> Avenue north of 25<sup>th</sup> Street. Sidewalk will be installed on the north side of 25<sup>th</sup> Street from East 5<sup>th</sup> to East 6<sup>th</sup> Avenues and currently there is no sidewalk on Wal-Mart's drive from East 6<sup>th</sup> Avenue. Discussion with construction of the apartments and car wash that sidewalks will be placed along north side of 25<sup>th</sup> Street and Vasicek stated she would work with Dan Curtis, Community Development Director, to obtain contact information of the building remodel project to send a letter to request a sidewalk installation. A motion made by Sliva and a second by Borchers for Vasicek to send a letter to the person who submitted application for the remodel and ask them to discuss with their Wal-Mart contact about placing a sidewalk on the northwest corner of Wal-Mart property extension of 25<sup>th</sup> Street. Bogus, Vasicek, Sherer, Borchers, and Sliva voted "Aye" and none voted "Nay".
- 8. Review of Traffic Device needs within the city:**

  - a) Discussion to review and implement the short term changes from the South Mobility Study. Vasicek made a motion and Borchers seconded to implement the interim recommendations as soon as possible subject to Public Property, Safety and Works Committee and City Council approval. Bogus, Vasicek, Sherer, Borchers, and Sliva voted "Aye" and none voted "Nay".
  - b) Southwest corner 24<sup>th</sup> Avenue / 23<sup>rd</sup> Street line of sight issues with traffic traveling eastbound. Bogus to send a letter to the property owners of violation. A motion made by Sliva and a second by Vasicek for Bogus to send a letter bringing attention to the line of sight violations in accordance with the Land Development Ordinance. Bogus, Vasicek, Sherer, Borchers, and Sliva voted "Aye" and none voted "Nay".
- 9. Unfinished business:** Harlow provided an update on the inventory of downtown parking stalls and a detailed report on the types of parking, number of parking stalls, and the number of violations included in the private and public parking lots within the downtown area. Union Pacific Railroad Lease Agreement includes two additional gravel parking areas farther east of Lots 1 & 2 which would add a potential 131 parking stalls. Discussion was held and the Public Works Department will add Public Parking signs at these lots. The inventory was done mainly to identify the parking stalls available in the downtown district and the number in violation of the code. Vasicek made a motion and Sliva seconded that in spring to stripe out the parking and ADA stalls, which are in violation. Bogus, Vasicek, Sherer, Borchers, and Sliva voted "Aye" and none voted "Nay".

- 
2. Request of State of Nebraska for permanent easement in Roselawn Cemetery in conjunction with Highway 30 reconstruction project.

The City of **Columbus**

**MEMORANDUM**

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**DATE:** December 10, 2020  
**TO:** Public Property, Safety and Works Committee  
**FROM:** Douglas A. Moore, Public Property Director  
**SUBJECT:** Roselawn Cemetery easement acquisition for Highway 30 reconstruction project

**RECOMMENDATION:** Staff recommends that the City Council accept the offer of \$730.00 for acquisition of an easement in Roselawn Cemetery related to the Highway 30 reconstruction project.

**DISCUSSION:** The acquisition consists of purchasing property for installation of two street lights for the project, along with moving the current cable and fence posts around the two light poles and replacing two bushes.

**FISCAL IMPACT:** None

**ALTERNATIVE:** None

**CONCURRENCE:** Rick Bogus, City Engineer 

**SIGNATURE:**

Approved By:   
Douglas Moore, Public Property Director

Approved By:   
Tara Vasicek, City Administrator

# 23rd St, Columbus

The Nebraska Department of Transportation (NDOT) and City of Columbus plan to reconstruct 2.69 miles of 23rd Street (U.S. Highway 30 [US-30]) located in the City of Columbus in Platte County, starting just east of the junction of U.S. Highway 81 (US-81) and 23rd Street, and extending just east of the East 11th Avenue intersection. The existing roadway on this segment of 23rd Street consists of four 12-foot wide driving lanes separated by a raised median or a common two-way left turn lane with existing left and/or right turn lanes at city street intersections. The reconstruction of 23rd Street would consist of removing the existing concrete base (and areas of overlaid asphalt) and replacing with concrete pavement. Construction could extend beyond the actual project limits to accommodate transitioning the pavement, facilitate traffic maintenance, and install landscaping.

## Project Purpose and Need

The purpose of this proposed project is to preserve the transportation asset, improve the reliability of the transportation system, and perpetuate the mobility of the traveling public.

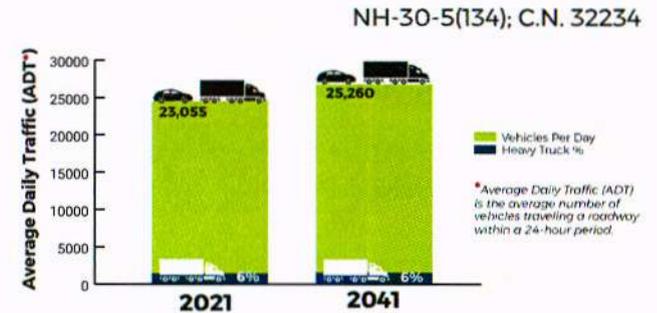
The project would provide an improved roadway corridor for vehicular and pedestrian travel, and enhance connectivity.

The need for the proposed project is based on the distressed nature and poor condition of the roadway. The paved roadway has deteriorated over the last 30+ years and has substantial ruts and cracking.

## Construction Schedule:

As currently planned, construction is tentatively scheduled for the 2022 and 2023 construction seasons.

## Traffic Volumes on 23rd Street (US-30)



## Accommodation of Traffic:

The proposed project would be constructed under traffic with lane closures controlled with appropriate traffic control devices and practices.

## Right-Of-Way:

The proposed project would require the acquisition of additional property rights which could include new right-of-way (ROW), control of access (CA), permanent easements (PE), and/or temporary easements (TE). If your property is impacted by this project, you will be contacted by a representative once the design footprint has been established. Access to adjacent properties would be maintained during construction. Access to driveways may be limited at times due to traffic phasing requirements. Potential relocations may be required for construction of the proposed project.

## Potential Impacts:

Potential Impacts to environmental resources would be evaluated as the proposed project design progresses. These resources include, but are not limited to, environmental justice/civil rights, cultural resources, historic properties, publicly owned recreation properties (Section 4(f)), endangered and threatened species, hazardous materials, water quality, and other water resources, including wetlands.

## Estimated Cost:

The cost of the proposed project is approximately \$18.5 million and would derive from federal and state funding sources. The City of Columbus may pay for some of the associated improvements.

## Additional Improvements:

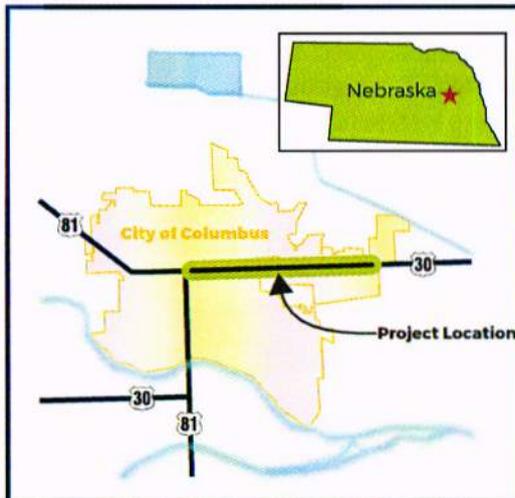
- New sidewalks with curb ramps
- Storm sewer drainage improvements
- Updated street lights
- Modify or add turn lanes

# 23rd St, Columbus

NH-30-5(134); C.N. 32234

## Project Corridor

**PRELIMINARY PLAN**  
NOT FINAL - SUBJECT TO CHANGE



Information regarding the proposed project is available on the NDOT website at [www.dot.nebraska.gov/projects/future-projects/](http://www.dot.nebraska.gov/projects/future-projects/) by clicking on the "23rd St, Columbus" link.

**Photos of the areas affected**



Tract 86 picture view east



Tract 86 picture view west

3. South Mobility Study interim recommendations for 8 Street at the intersections of 3 Avenue, 12 Avenue, 18 Avenue, and 27 Avenue.

The City of **Columbus**

**MEMORANDUM**

**DATE:** January 6, 2021  
**FROM:** Richard J. Bogus, P.E., City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** South Mobility Study Interim Recommendations

**RECOMMENDATION:**

I recommend approval of the South Mobility Study interim recommendations on 8<sup>th</sup> Street at the intersections of 3<sup>rd</sup> Avenue, 12<sup>th</sup> Avenue, 18<sup>th</sup> Avenue, and 27<sup>th</sup> Avenue.

**DISCUSSION:**

The South Mobility Study from HDR Engineering recommended the following interim items along 8<sup>th</sup> Street until a long term solution is implemented.

- 27<sup>th</sup> Avenue and 8<sup>th</sup> Street: Remove the westbound exclusive left hand turn lane on 8<sup>th</sup> Street to provide a wide lane for westbound through traffic
- 18<sup>th</sup> Avenue and 8<sup>th</sup> Street: Remove the eastbound and westbound exclusive left hand turn lanes on 8<sup>th</sup> Street to provide wider lanes for through traffic
- 12<sup>th</sup> Avenue and 8<sup>th</sup> Street: Restripe the northbound and southbound approaches to 8<sup>th</sup> Street to provide left hand turn lanes. Add left hand turn arrows.
- 3<sup>rd</sup> Avenue and 8<sup>th</sup> Street: Add stop signs and stop ahead signs on eastbound and westbound approaches to the 3<sup>rd</sup> Avenue intersections. The intersection would then be four-way stop controlled.

**FISCAL IMPACT:**

Cost of striping and 2 stop signs with 2 stop ahead signs.

**ALTERNATIVE:**

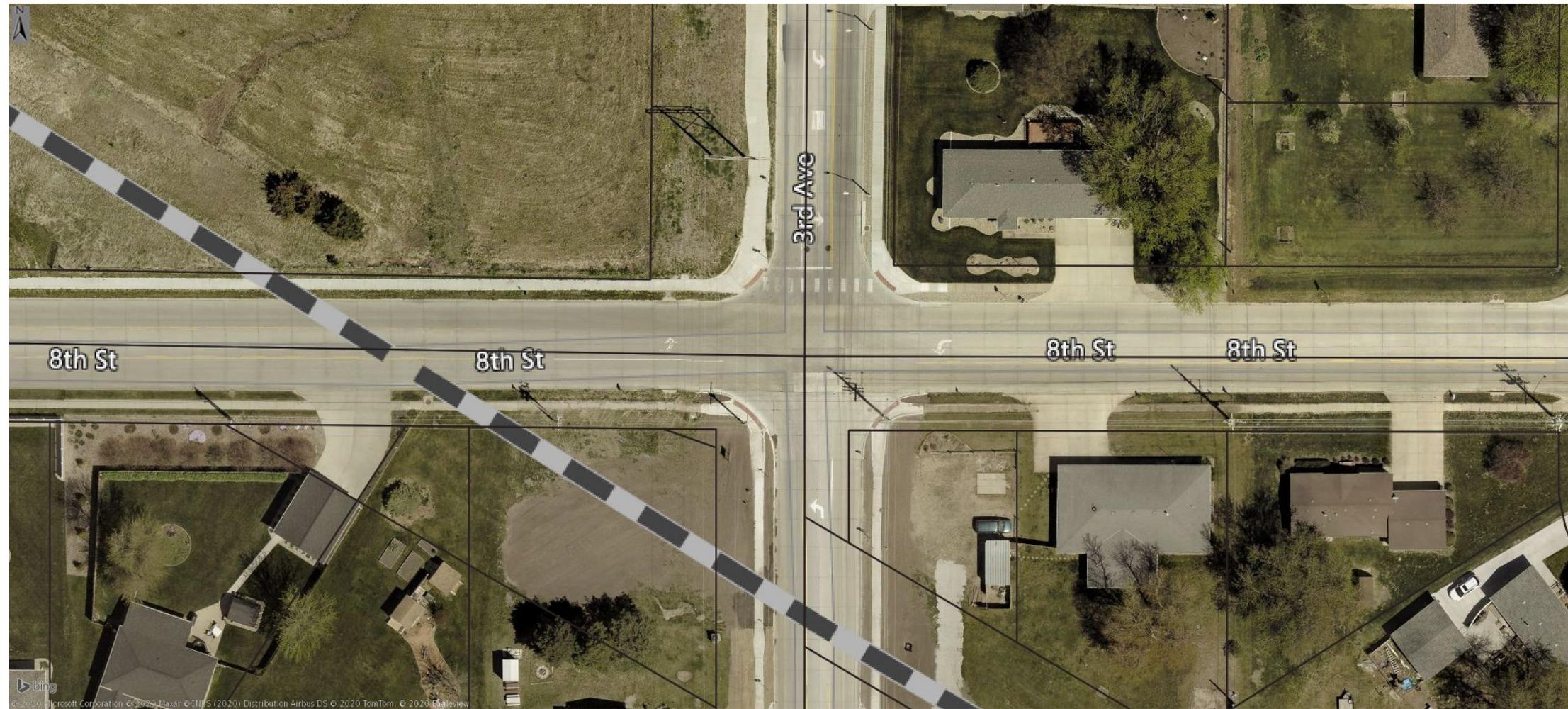
Do not proceed on interim recommendations.

**SIGNATURE:**

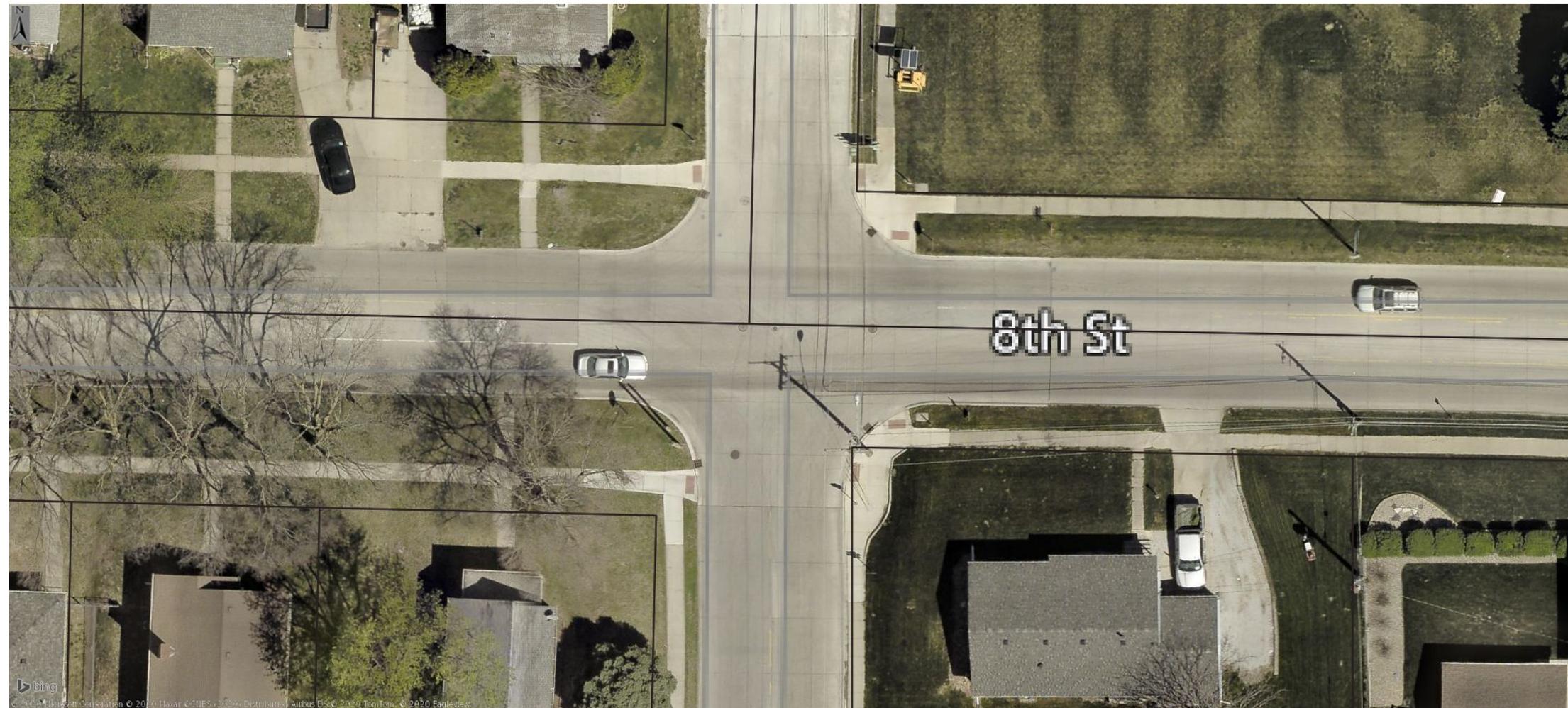
By: Richard J. Bogus

Approved By: Tara Vasicek

# 3rd Avenue



# 12th Avenue



# 18th Avenue



# 27th Avenue



04/30/2020 - 04/30/2020

4. Sidewalk and ramp location policy in conjunction with 3 Avenue from 8 Street to South 3 Street project.

The City of **Columbus**

**MEMORANDUM**

**DATE:** January 6, 2021  
**FROM:** Richard J. Bogus, City Engineer  
**TO:** Tara Vasicek, City Administrator *TW*  
**RE:** City ADA Ramp Location Policy and  
3<sup>rd</sup> Avenue from 8<sup>th</sup> Street to South 3<sup>rd</sup> Street Project Ramps

**DISCUSSION:**

City American's with Disability Act (ADA) ramp location policy:

- Full street intersections to have ramps crossing both directions on each intersection corner where practical.
- T-intersections has been to construct through walking patterns along through roadway and not crossing through roadway. Purpose was to limit pedestrian crossings at intersections in which vehicular traffic does not have potential cross traffic and to not have ADA ramps to the front or side of private properties and buildings.
- Signed or signalized pedestrian or school crosswalks to have ramps crossing the roadway.

All of the 7 intersections on 3<sup>rd</sup> Avenue from 8<sup>th</sup> Street to South 3<sup>rd</sup> Street meet the policy.

Intersections with ramps crossing 3<sup>rd</sup> Avenue:

- 3<sup>rd</sup> Avenue and 8<sup>th</sup> Street – north and south sides
- 3<sup>rd</sup> Avenue and 6<sup>th</sup> Street – north and south sides
- 3<sup>rd</sup> Avenue and 5<sup>th</sup> Street – offset intersection, thus one location
- 3<sup>rd</sup> Avenue and Centennial Street – school crossing, north side

T-intersections on 3<sup>rd</sup> Avenue from 8<sup>th</sup> Street to South 3<sup>rd</sup> Street which do not have crossings of 3<sup>rd</sup> Avenue:

- 3<sup>rd</sup> Avenue and 3<sup>rd</sup> Street
- 3<sup>rd</sup> Avenue and Dawn Drive
- 3<sup>rd</sup> Avenue and 4<sup>th</sup> Street

**FISCAL IMPACT TO CONSTRUCT 3<sup>RD</sup> AVENUE CROSSING RAMPS AT T-INTERSECTIONS:**

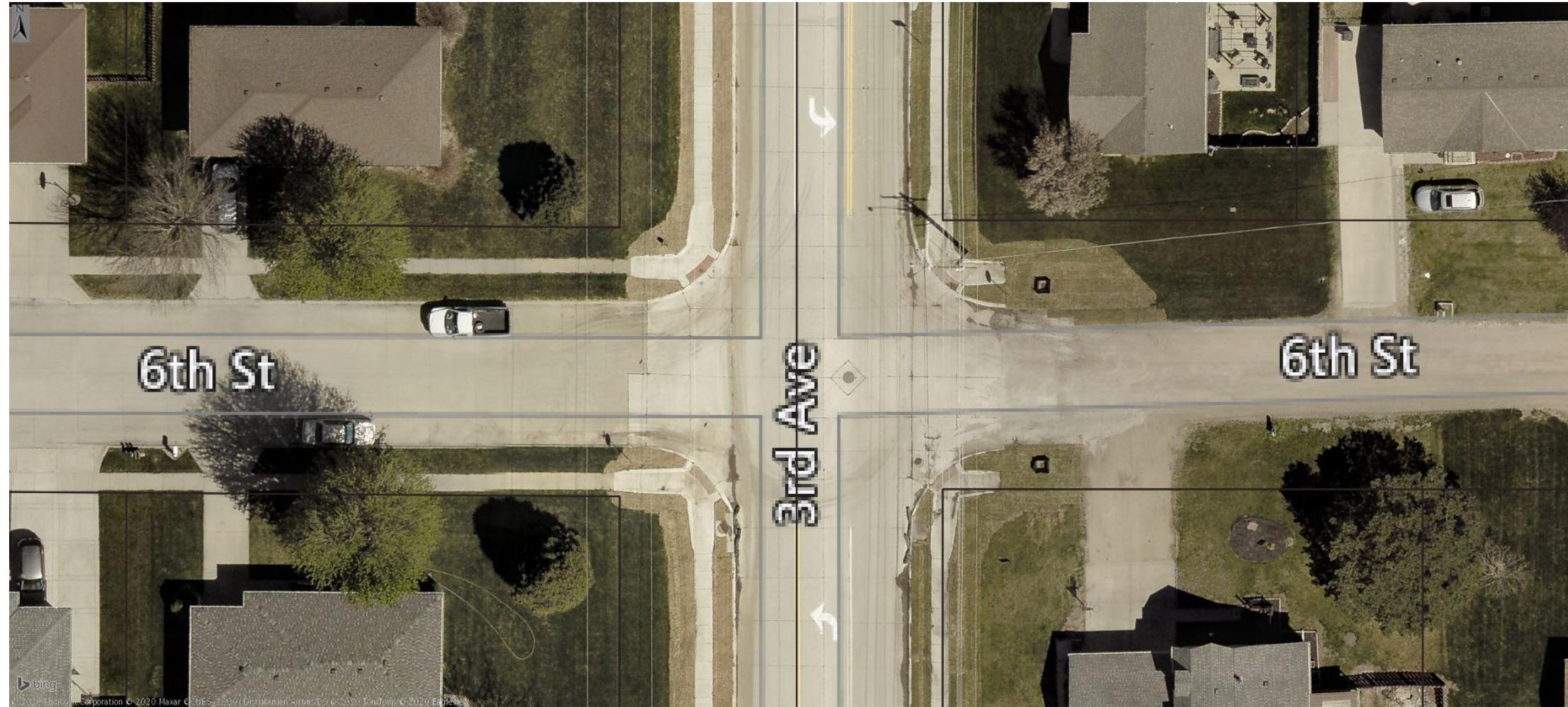
Estimated costs to construct one set of 3<sup>rd</sup> Avenue crossing ADA ramps where practical and possible at T-intersections:

- 3<sup>rd</sup> Avenue and 3<sup>rd</sup> Street: South side, estimated cost: \$3,750 to \$4,000
- 3<sup>rd</sup> Avenue and Dawn Drive: South side, estimated cost: \$3,750 to \$4,000
- 3<sup>rd</sup> Avenue and 4<sup>th</sup> Street: South side, estimated cost: \$3,750 to \$4,000

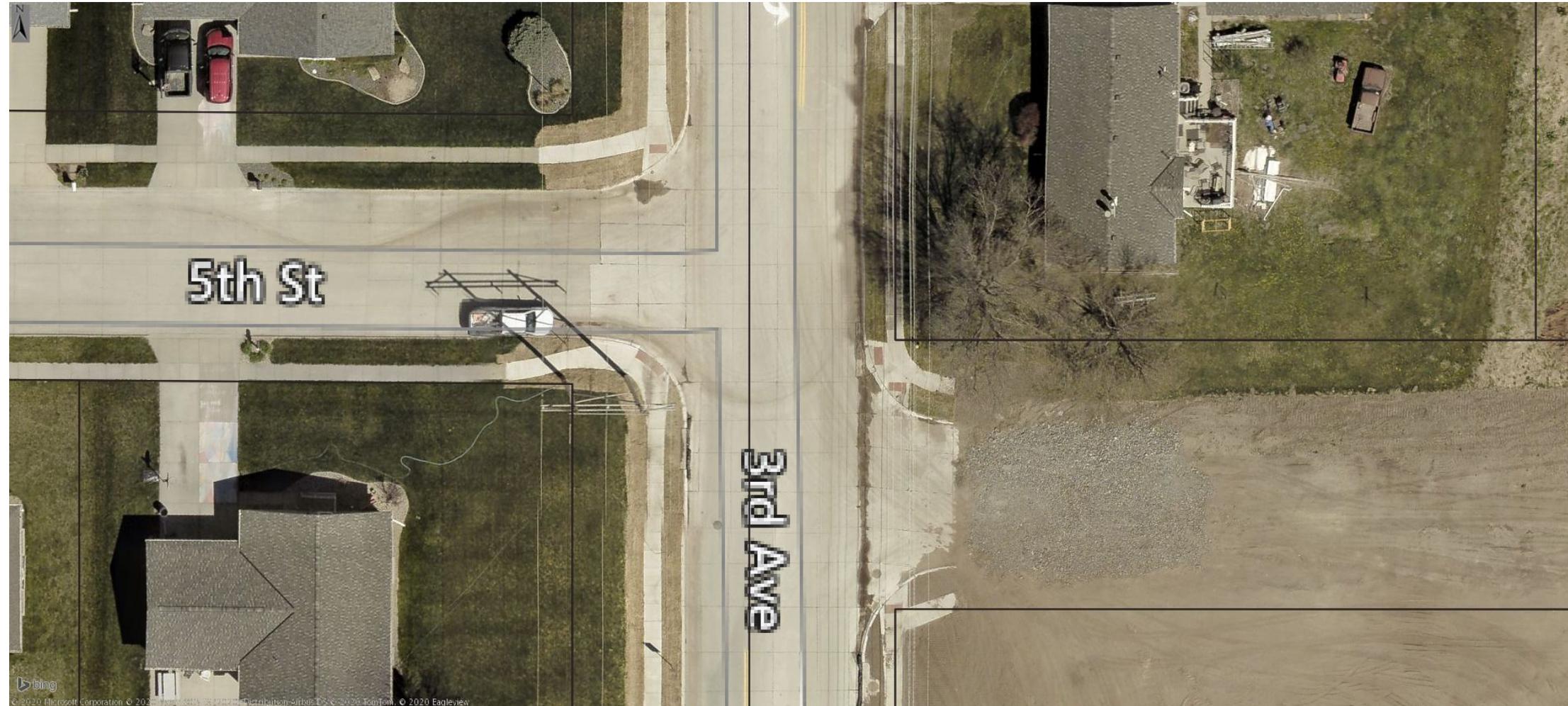
# 8th Street



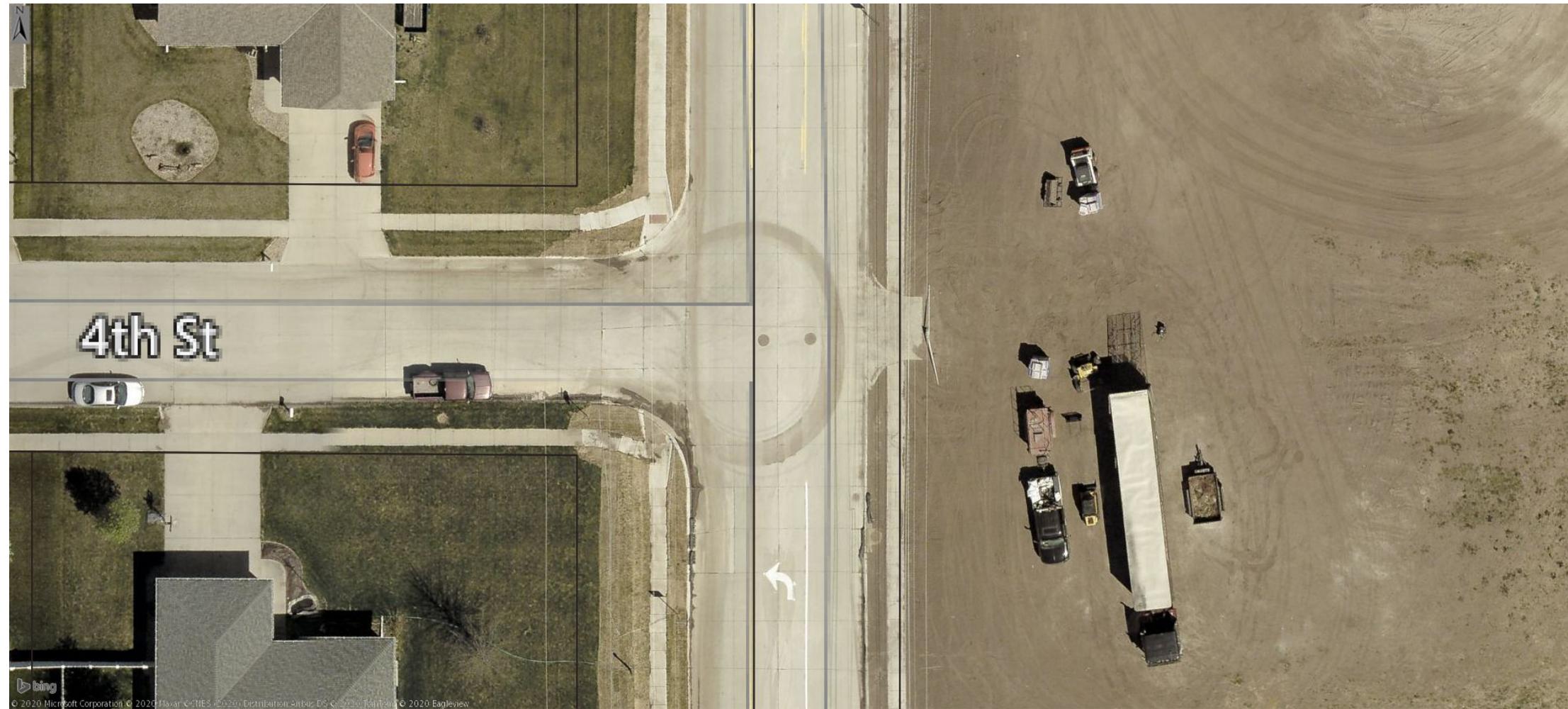
# 6th Street



# 5th Street



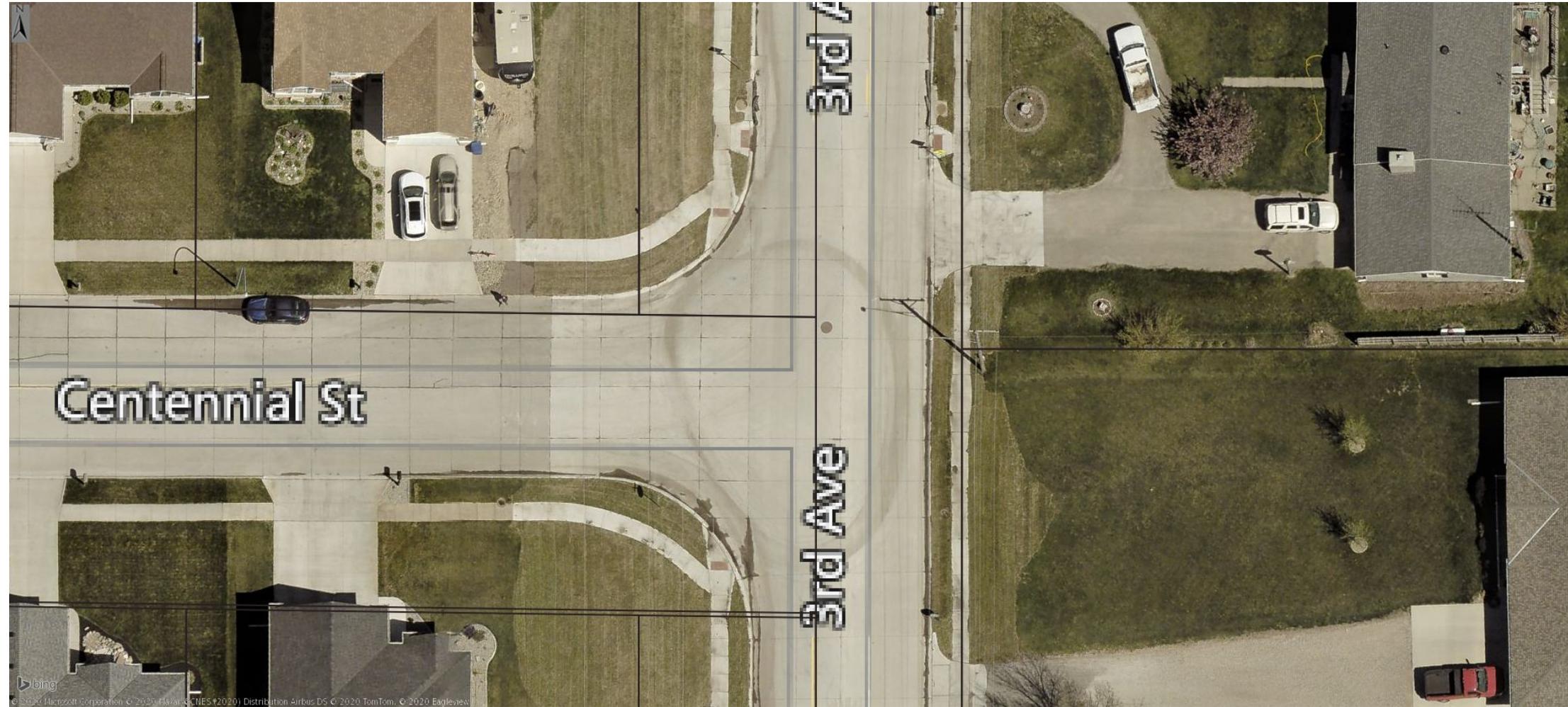
# 4th Street



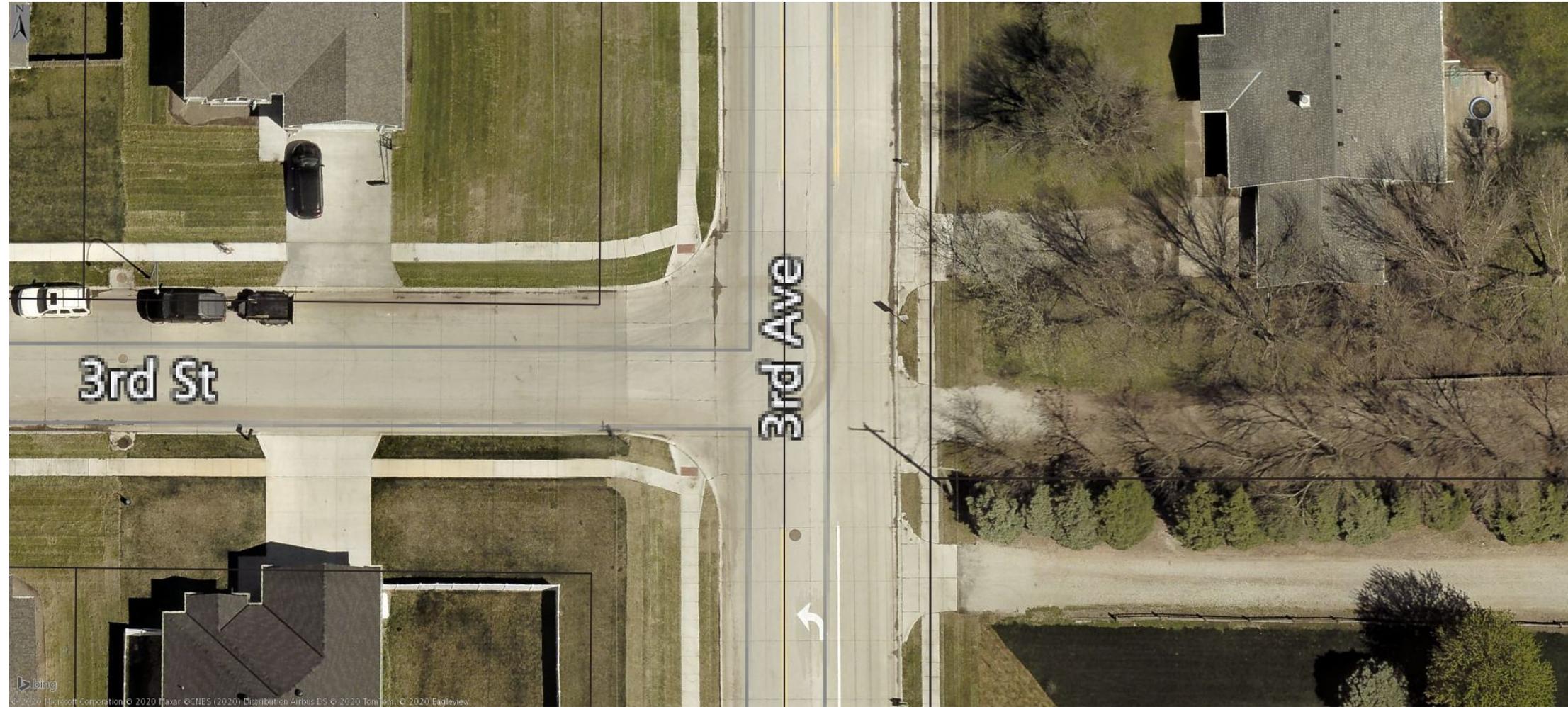
# Dawn Drive



# Centennial Street



# 3rd Street



B. PUBLIC FINANCE, JUDICIARY, AND PERSONNEL COMMITTEE - January  
12, 2021

PUBLIC FINANCE, JUDICIARY, AND PERSONNEL COMMITTEE  
January 12, 2021

A meeting of the Public Finance, Judiciary, and Personnel Committee of the City of Columbus, Nebraska, was convened in open and public session on January 12, 2021, at 4 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska.

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 and members of the city council 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 Hiemer announced that a copy of the Open Meetings Act is posted in the meeting room. Present were the following Public Finance, Judiciary, and Personnel Committee members: Council Members Beth Augustine-Schulte, Troy Hiemer, Rich Jablonski, and John Lohr. City staff members present included City Administrator Tara Vasicek, City Clerk Janelle Kline, City Engineer Rick Bogus, and Human Resources Director Tammy Orender.
2. **Amendment to Municipal Recognition Program to add Columbus Bucks as a service award option and increase the amount paid for each level of service by \$10.** Orender explained that the current options for service awards are outdated and many items are no longer available. She noted Columbus Bucks would be included in the employee's payroll totals and would be taxable; however, an employee would be able to purchase locally, an item of their choice. A recommendation was made to the mayor and council to approve the amendment to the Municipal Recognition Program to add Columbus Bucks as a service award option and increase the amount paid for each level of service by \$10 with a motion by Lohr and a second by Jablonski. Augustine-Schulte, Hiemer, Jablonski, and Lohr voted "Aye" and none voted "Nay".
3. **Amendment to personnel manual with regard to holiday pay, compassionate leave, and accrual of vacation and sick time.** Orender explained the proposed changes to the personnel manual. A recommendation was made to the mayor and council to approve the amendment to the personnel manual regarding holiday pay, compassionate leave, and accrual of vacation and sick time with a motion by Jablonski and a second by Augustine-Schulte. Augustine-Schulte, Hiemer, Jablonski, and Lohr voted "Aye" and none voted "Nay".
4. **Amendment to Schedule of Fees to accommodate operations associated with permitting software.** Bogus referred to new permitting software that will be utilized in the near future and said the fees need to be amended to be inclusive of all fees connected to permits in order for citizens to pay on-line. A recommendation was made to the mayor and council to approve the amendment to the Schedule of

PUBLIC FINANCE, JUDICIARY, AND PERSONNEL COMMITTEE

January 12, 2021

Page 2

Fees regarding permits with a motion by Jablonski and a second by Lohr. Augustine-Schulte, Hiemer, Jablonski, and Lohr voted "Aye" and none voted "Nay".

**5. Adjournment:** The meeting adjourned at 4:12 p.m.

OFFICE OF THE CITY CLERK

:Janelle Kline

1. Amendment to Municipal Recognition Program to add Columbus Bucks as a service award option and increase the amount paid for each level of service by \$10.



# The City of Columbus

HUMAN RESOURCES DEPARTMENT  
Human Resources • Risk Management  
Office (402) 562-4243 • Fax (402) 563-1380

**DATE:** December 21, 2020  
**TO:** Honorable Mayor and City Council  
**FROM:** Tammy Orender, Human Resource Director  
**SUBJECT:** Gift Selection for Municipal Recognition Program

**RECOMMENDATION:** Approve removing the gift selection from local businesses and replacing with Columbus Bucks for each level of years of service and increase the below dollar Amount by \$10 for each service year.

Years of Service	Current	Recommended
5	\$42 - \$65	\$52 - \$75
10	\$66 - \$82	\$76 - \$92
15	\$83 - \$113	\$93 - \$123
20	\$114 - \$125	\$124 - \$135
25	\$126 - \$160	\$136 - \$170
30	\$161 - \$196	\$171 - \$206
35	\$197 - \$301	\$207 - \$311
40 & above	\$302 - \$414	\$312 - \$424

**DISCUSSION:**

Currently each level has different gift choices that the employee can pick from that are no longer available as the lists are outdated. I am asking to remove all the gift choices that are listed and replace with Columbus Bucks paid at top of money allowed for each group. If the employee chooses Columbus Bucks, they will have to pay taxes on the Columbus Bucks. We would keep the gift book from MTM Recognition as another option of gift choices.

I am asking the Mayor and City Council to review and approve the changes Municipal Recognition Program of gift choices.

**SIGNATURE:**

By: Tammy Orender

Approved By: [Signature]



2. Amendment to Personnel Manual with regard to Holiday Pay, Compassionate Leave, and Accrual of Vacation and Sick Time.



The City of **Columbus**

**HUMAN RESOURCES DEPARTMENT**  
Human Resources • Risk Management  
Office (402) 562-4243 • Fax (402) 563-1380

**DATE:** February 6, 2021  
**TO:** Honorable Mayor and City Council  
**FROM:** Tammy Orender, Human Resource Director  
**SUBJECT:** Policy Changes to Personnel Manual

**RECOMMENDATION:** Approve the attached revisions to the City Personnel Manual

**DISCUSSION:**

There are a few items that need to be cleaned up in the current Personnel Manual.

I am asking the Mayor and City Council to review and approve the changes to the Personnel Manual.

**SIGNATURE:**

By: Tammy Orender

Approved By: [Signature]





# The City of Columbus

HUMAN RESOURCES DEPARTMENT  
Human Resources • Risk Management  
Office (402) 562-4243 • Fax (402) 563-1380

DATE: January 5, 2021  
TO: All City Employees  
FROM: Tammy Orender, HR Director  
RE: Policy Changes

Effective February 1, 2021 there will be a few policy changes that will go into effect excluding Police and Fire Union Employees.

### Holiday Pay

All employees that are eligible for holiday pay, will be required to work the day before and day after the scheduled paid holiday. If you take vacation or comp time the day before or after the holiday, your qualifying day will be the day before or after your vacation or comp time day. If you are absent from work on your qualifying days, you will not be paid holiday pay.

It is common for employees to take vacation or comp time before a holiday to make a longer time off from work. The supervisors can plan the work day knowing who will be at work and who will be out. Employees who are not working their full scheduled hours should not accrue vacation and sick time. As long as you have working hours, vacation, sick or comp hours on your scheduled pay period, you will accrue your new hours of vacation and sick time.

### Compassionate Leave

In the event of a death of the listed below, a department head may grant an employee up to one work shift, with pay, to attend the funeral, wake or event related to the funeral.

#### Employee's

Aunts and Uncles  
Nieces and Nephews

#### Spouse's

Brother and their spouse  
Sister and their spouse  
Grandparents and Grandchildren  
Aunts and Uncles  
Nieces and Nephews

The new definition of immediate family that would qualify for up to 24 working hours is listed below:

#### Employee's

Spouse and Children  
Brother and their Spouse  
Sister and their Spouse  
Parents  
Grandparents and Grandchildren

#### Spouse's

Children  
Parents

### Accrual of Vacation and Sick Time

Employees that are eligible to accrue vacation and sick hours; in order to accrue vacation and sick time, you must have working hours, sick, vacation or comp time hours equal to normal weekly hours for each week during the pay period. If hours worked, vacation, sick and comp time hours do not equal the employees normal working hours, they will not accrue 100% of the allowed vacation and sick leave. For example, if the employee works 75% of their normal hours, they will only accrue 75% of vacation and sick leave for the same period.

The revised changes for each one are located in BSA for you to print and put with your current Employee handbook.

If you have any questions, please contact me.



- 
- 
3. Amendment to Schedule of Fees to accommodate operations associated with permitting software.

The City of **Columbus**

**MEMORANDUM**

**DATE:** January 6, 2021  
**FROM:** Richard J. Bogus, P.E., City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Revisions to Fee Schedule for Permitting Software

**RECOMMENDATION:**

I recommend approval of the revisions in the Fee Schedule to accommodate and streamline operations associated with the City Permitting Software.

**DISCUSSION:**

In order to best utilize the permitting software, applications and payments will be submitted on-line. These permits include those for preliminary and final platting; administrative and minor platting; rezoning/special use/planned unit development; and street/alley/easement vacations. Attached is a proposed Fee Schedule noting the revisions in red. With the current fee schedule, all fees are itemized and some fees are not known until after the application has been approved and additional invoices need to be sent. If the fee schedule stays as is, it will require an applicant who submits and pays on-line to still be billed for fees following the application approval. It is currently and would remain an inefficient process. The proposed revisions to the Fee Schedule is to have a flat rate application fee that would cover all charges that are currently itemized

We have reviewed the applicable fees from the comparable communities of Kearney, Norfolk, Fremont and Grand Island many of which use a flat rate fee. In addition, we looked at actual billed amounts for various application types in Columbus over the past several months. Publication fees from the Telegram and Recording fees at the Register of Deeds office are actual costs and will vary depending on the size of the legal description and/or how many pages are filed. However, the proposed revised fees will cover a vast majority of our expenses most of the time. The revisions are closest in comparison to, and does not exceed, Kearney.

**FISCAL IMPACT:**

Actual costs to be covered with proposed revisions.

**ALTERNATIVE:**

Do not revise

**SIGNATURE:**

By: Richard J. Bogus

Approved By: Tara Vasicek

**CURRENT FEES**

**COLUMBUS**

**COMMUNITY DEVELOPMENT – BOARD OF ADJUSTMENT,  
REZONING, SPECIAL USE PERMIT & SUBDIVISION**

		Proposed
<b>Application:</b>		
Board of Adjustment	<del>\$100 (includes administrative fee and publication costs)</del>	\$150
Rezoning/Special Use Permit/ Planned Unit Development (PUD)	<del>\$100 (does not include administrative fee, publication costs, signs or map update fee)</del>	\$500
Subdivision	<del>\$125 application fee and \$100 plus \$10 per Lot-Review Fee (does not include administrative fee, publication costs, or map update fee)</del>	
Preliminary Plat	\$300 plus \$20 per lot review fee	
Final Plat	\$300 plus \$15 per lot review fee	
<b>Other:</b> Administrative or Minor Plat	\$300	
Administrative Fee	\$15	
Complete Building Report	\$24 annually	
Comprehensive Plan	\$35 plus tax	
Land Development Ordinance	\$25 plus tax	
Map Update Fee	\$ 25	
Publications	Actual cost of publication	
Signs (rezoning, special use & house moving)	\$15 plus tax	
Zoning Verification Reports	\$25	

**CURRENT FEES**  
**COLUMBUS**

**ENGINEERING**

Proposed

**Application:**

Subdivision	<del>\$125 application fee and \$100 plus \$10 per lot review fee (does not include administrative fee, publication costs, or map update fee)</del>	Fees listed with Community Development
Vacation of street, alley, or easement	<del>\$100 application fee (does not include administrative fee, publication costs, or map update fee)</del>	\$200
Administrative Fee	\$15	
Map Update Fee	\$25	
Plans and Specifications (Includes standard USPS mailing)	\$50 minimum - \$100 if purchased from Engineering Dept. \$15 if purchased from Quest CDN	
Publications	Actual cost of publication.	
<b>Other:</b>		
36" x 48" Print (Map)	\$8 per sheet plus tax	
24" x 36" Print (Map)	\$6 per sheet plus tax	
Scanned Sheet plus actual time	\$60 per hour (minimum 1/2 hour):	
24" x 36" and smaller	\$4 per sheet plus tax	
CD and mailing charge	\$5	
Sheets larger than 24" x 36" (incl. CD & mailing charge)	\$20 per sheet plus tax	
Special Delivery (UPS, Federal Express, etc.)	Actual cost	

**11. REPORTS OF SPECIAL COMMITTEES - None**

**12. REPORTS ON LEGISLATION**

**13. NEW BUSINESS**

A. Appointment of Kyle Lingenfelter as Fire Lieutenant.

## MEMORANDUM

**DATE:** January 5, 2021  
**TO:** City Council Members  
**FROM:** James B. Bulkley, Mayor  
**SUBJECT:** Appointment

With your permission, I wish to submit the name of **Kyle Lingenfelter** for appointment to the Fire Lieutenant position at the January 18, 2021, City Council Meeting. Per Council Rules, the two week waiting period is waived for an appointment of a paid Firefighter. Mr. Lingenfelter was one of the candidates that were certified for Fire Lieutenant by the Civil Service Commission at their meeting held December 7, 2020.

Kyle Lingenfelter has been employed as a Firefighter/Paramedic for the Columbus Fire Department since 2004. He is also currently employed by Central Community College as EMS Coordinator, and has previously worked for Midwest Medical Transport as a Paramedic. He holds an Associate's Degree in Paramedicine from Northeast Community College in Norfolk, NE. He also holds his Strategies and Tactics for Firefighter Operations from Southeast Community College in Lincoln, NE. Kyle is certified as Firefighter 1, Firefighter II, Fire Officer I, Instructor I, HAZMAT Technician, and EMS Instructor. He is a National Registered Paramedic, as well as an American Heart Association Basic Life Support Instructor. He is a Columbus resident.

  
James B. Bulkley, Mayor

Committee/AppointReappoint/FireChief

B. Comments from mayor and city council members.

14. **RESOLUTIONS**

A. Resolution No. R21-08 approving agreement with the Columbus Rural Fire Protection District.

**RESOLUTION NO. R21-08**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH THE COLUMBUS RURAL FIRE PROTECTION DISTRICT, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, an agreement has existed between the city and the Columbus Rural Fire Protection District concerning mutual cooperation and effort for the purpose of fighting fires and responding to other emergencies within the city and the district; and

WHEREAS, the parties are desirous to continue said relationship; and

WHEREAS, the new agreement, a copy of which is attached hereto and incorporated herein by this reference, is found to be in the best interest of the citizens and inhabitants of the City of Columbus.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, the agreement with the Columbus Rural Fire Protection District is approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

This resolution shall repeal all resolutions or portions thereof in conflict herewith.

INTRODUCED BY COUNCIL MEMBER \_\_\_\_\_

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
MAYOR

ATTEST:  
  
\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
CITY ATTORNEY

**Columbus Fire Department  
Memorandum  
For Record**

**DATE:** January 14<sup>th</sup>, 2021

**TO:** City Administrator Tara Vasicek

**FROM:** Fire Chief Dan Miller

**THROUGH:** NA

**SUBJECT:** Columbus Rural Fire District Agreement Revision

**RECOMMENDATION:**

The City Council ratify the revision and continuation of the agreement with the Columbus Rural Fire District for 2021 through 2025.

**DISCUSSION:**

The City of Columbus and the Columbus Rural Fire District have had a mutually beneficial agreement in place for many years. This revision includes:

1. Rural District to purchase and furnish new pumper fire engine to be used as needed by Municipality by 2022, to be available for Municipality's use for a period of 10 years.
2. Rural District to continue to pay \$45,000 per year through 2025, except where stated in Section 9 regarding purchase of new fire apparatus.
3. Rural District to support Municipality in seeking grants and other funding for fire and rescue-related needs.

In addition to items previously agreed to, the revision addresses quality and safety of apparatus purchased by the District, safe staffing levels prior to fire attack in the District.

**FISCAL IMPACT:**

Delays necessity of City to purchase new pumper fire engine for up to 5-6 years. Continues to support good ISO and other ratings in a manner which is mutually beneficial to City. Promotes continued participation of District in seeking funding for mutually beneficial equipment, staffing, and services.

**ALTERNATIVES:** None comparable.

**SIGNATURE:**

BY  \_\_\_\_\_

APPROVED BY:  \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

## AGREEMENT

THIS AGREEMENT is made this 18<sup>th</sup> day of January, 2020, by and between the Columbus Rural Fire Protection District, hereinafter designated the "District", and the City of Columbus, Platte County, Nebraska, a municipal corporation, for itself and on behalf of its Fire District, hereinafter designated as the "Municipality."

WHEREAS, an Agreement previously existed between the District and the Municipality and the parties are desirous of a continued relationship; and

WHEREAS, the District and Municipality have determined it is in the best interests of the parties to continue their mutual cooperation and effort for the purpose of fighting fires and responding to other emergencies within the Municipality and the District.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS HEREAFTER SET FORTH, THE PARTIES AGREE AS FOLLOWS:

1. The District agrees to provide and make available to the Municipality all of its apparatus and emergency equipment thereon for use by the Municipality against fires occurring within the corporate limits of the Municipality at such times as said apparatus and emergency equipment are not required for use against fires occurring in the territorial boundaries of the District.
2. The Municipality shall keep the apparatus and emergency equipment of both parties, currently acquired or that may be acquired later, adequately insured against loss by fire, theft, wind and hail, and otherwise maintain the same insurance coverage as the Municipality carries upon its own apparatus and emergency equipment. The Municipality shall also list the District as an additional named insured on their policies and afford them the same coverage. The Municipality further agrees to provide and maintain in full force, Worker's Compensation Insurance on the personnel of said Municipal Fire Department, Municipality and rural Volunteers while they are engaged in answering calls. The District shall reimburse the Municipality directly for the cost of the insurance to include liability and workers compensation. The District shall be listed as an additional insured on the auto, comprehensive and umbrella policies maintained by the Municipality.
3. The Municipality agrees to house, and staff the District's one pumper fire engine, one ladder truck, one grass rig, and one water tanker; and to furnish fuel for the District's two pumpers, ladder truck, two tankers and two grass rigs during the term of this Agreement and to furnish all hose except the

booster hose, 5" supply hose and suction hose. Except as stated in Section 9, below, the District, at its own expense, agrees to take care of all repairs and replacements, including oil changes and other service and maintenance of said equipment, so as to make it suitable as a rural fire unit and in such a manner that will meet the requirements of the State Fire Marshall; Insurance Services Office, Inc. (ISO); and, NFPA 1911: Standard for the Inspection Maintenance, Testing and Retirement of In-Service Emergency Vehicles, latest edition. The aforementioned repairs and maintenance shall be done to the extent that the same is conducted on the apparatus and equipment of the Municipality, and to certify the same at the expense of the District. The District further agrees to specify and purchase any new fire apparatus according to the NFPA 1901 Standard for Automotive Fire Apparatus, latest edition. All equipment purchased by the Municipality is to be considered property of the Municipality. Where additional vehicles and equipment are deemed necessary by the District, during the term of this agreement, the District shall be solely responsible

4. The Municipality is to authorize and direct its Fire Chief and members of its Municipality Fire Department to operate said apparatus and emergency equipment outside the corporate limits of said Municipality at all times as it shall be necessary to fight fires or to save lives and property from fire in rural areas within the territorial boundaries of the District provided, however, that personnel is available to do so. Full-time Municipal fire personnel and Municipal fire volunteers will first provide adequate response to events within the Municipality prior to providing such services in the District's service area.

5. Although the Municipality, at its discretion may provide Emergency Medical Services and response to locations within the District and outside the Municipality's corporate limits, this Agreement in no way includes Emergency Medical Services nor does it bind the Municipality or the Municipality's Fire Department to do so.

6. In accordance with standard operating procedures and response plans, and in an effort to provide automatic-aid to the District, the Municipality shall receive and respond to fire calls within the District with reasonable diligence and efforts. In answering District calls, the Municipality agrees to answer such calls with reasonable human effort, but at no higher level of service and/or standard of care than would be provided within the Municipality's corporate limits. It is understood that it is in the Municipality's discretion that the Municipality does not, and will not, undertake unreasonable or unnecessary hazards/dangers in responding to said calls; in particular, but not limited to:

weather, flooding, natural disasters, and road conditions. The Municipality will normally respond with a minimum of 2 trained fire personnel, career or volunteer, when an emergency call is received within said Rural District. However, at the discretion of the Fire Chief and in an effort to meet applicable safety standards and standard operating procedures of the Municipality's Fire Department, assembled responders may be required in larger numbers to initiate a fire attack in safe manner. Nothing in this agreement shall be construed as creating a duty for the Municipality to respond when requested by the District, and the Municipality shall not be liable for failure to respond to any request. In accordance with standard operating procedures and response plans, and in an effort to provide automatic aid to the Municipality, the District agrees, to receive and respond to fire calls within the Municipality with reasonable and diligent efforts. In answering Municipal calls, the District agrees to answer such calls with reasonable human effort, but at no higher level of service and/or standard of care than would be provided within the District. It is understood that it is in the District's discretion that the District does not, and will not, undertake unreasonable or unnecessary hazards in responding to said calls; in particular, but not limited to: weather and road conditions. The District agrees to respond with available, trained, volunteer fire personnel when an emergency call is received within said District or Municipality for assistance or fire attack. The District and Municipality's apparatus and manpower will be used at the discretion of the Columbus Fire Chief and/or their designee.

7. The Municipality shall not be held accountable or responsible for loss or destruction of property, or for errors of judgment, mistakes, actions, or negligence either gross or slight, of any of the Municipality's Fire Department members. This Agreement and the provisions hereof shall not be construed as conferring any right whatsoever upon any individual taxpayer growing out of the manner in which the Municipality's Fire Department conducts its firefighting activities or uses the equipment. The actions performed by the members of the Fire Department under this Agreement shall be considered to be performed in fulfillment of the governmental functions of the contracting parties hereto irrespective of whether or not such actions occur within or outside the corporate limits of the Municipality. The District agrees to hereby release, discharge, hold harmless and indemnify the Municipality, its employees, and/or agents, from any and all claims or demands of any kind or nature brought against the Municipality for services rendered by the Municipality within the District. In situations involving joint liability, each party shall only be responsible for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors or omissions

of its employees, officers, officials, agents, boards, committees and commissions.

8. The District agrees to pay the annual sum of \$45,000 for the calendar year 2021 and for each consecutive year of this agreement through 2025. In each year, equal payments are due on a semiannual basis, to-wit: January 1 and July 1.

9. Whereas it would be mutually beneficial to both parties to have a staffed fire engine available for response at all times, the District agrees to purchase and deliver one fire engine (pumper/tanker) for the use of the Municipality and District as the Fire Chief sees fit for the term of a minimum of ten (10) years, beginning in 2022. Said fire engine shall meet the specifications of a joint committee of the District Board of Directors and the Municipal Fire Chief. The District shall take delivery of said fire engine in 2022, and it shall be housed at a fire station in the Municipality from date of delivery in 2022 through December 31<sup>st</sup>, 2032. The District shall fund said fire engine purchase wholly. Any cost for initial purchase of said fire engine in excess of \$385,000 shall be amortized, interest free, over the remaining years of this agreement, and deducted, annually, from the \$45,000 annual fee to the Municipality; or other mutually agreeable terms between the District and the Municipality. Said amortized costs shall be based solely on the initial cost of the fire engine, and not on interest or other fees should the District choose to finance the purchase. Regarding said fire engine, and said fire engine only, the fuel and maintenance, including tires, brakes, and lubrication, and insurance deductibles from mishaps, shall be the responsibility of the Municipality over the aforementioned 10 year period. Other repairs and inspections of this fire engine outside of aforementioned items shall be subject to section #3 of this agreement. In lieu of, and in case the District does not satisfactorily proceed with the purchase of said fire engine, District agrees to pay the annual sum of \$65,000 for 2023, \$70,000 for 2024, and \$75,000 for 2025.

10. The District does hereby agree to exclude all property and territory that has been annexed to the Municipality or will be annexed to the Municipality in the future from the District. The District shall be credited toward the payments as required in the preceding paragraph above, those tax proceeds actually received by the Municipality, from property annexed by the Municipality, during the term of this Contract, which taxes would have otherwise been received by the Columbus Rural Fire Protection District based on the tax levy of the District at the time of annexation.

11. It is mutually agreed that assets belonging to or acquired by the District

remain as assets of the District; liabilities owed or incurred by the District remain liabilities of the District and the Municipality does not assume or agree to assume any portion of the same.

12. It is agreed that personnel of the Municipality's Fire Department are the employees of the Municipality only and not those of the District and that said personnel are, and shall be at all times, under the exclusive control of and responsible only to the Municipality while engaged in handling or operating the fire-fighting equipment of the District, irrespective of whether such activity occurs within or without the corporate limits of the Municipality. It is further agreed that volunteer members of the District are under exclusive control of the chain of command of the Municipality's Fire Department when said chain of command is present; however, a joint chain of command structure will be the objective and intent of ongoing training between the parties.

13. The Municipality agrees to provide training and personal protective equipment to the members of the District, so long as said members agree to the same training and attendance requirements as volunteer members of the Municipality's Fire Department. Said training shall include a combination of online and instructor-led training, as well as hands-on training at the Municipality's training facilities. The District shall be solely responsible to ensure that its volunteer members attend and participate in said training, and meet minimum training requirements as it may set from time-to-time. The Municipality agrees that the District's volunteers will be able to conduct meetings at the Municipality's fire station(s). The Municipality agrees to maintain training records for the volunteer members of the District. Further, the District's volunteers will continue to have a monthly training session, when feasible, in addition to the monthly training for the Municipality's personnel. In order to enhance safety and effectiveness, to promote better insurance ratings in the District, and to enable grant funding of District and Municipal emergency response needs, the District shall encourage its new members to participate in the Municipality's initial firefighter training academy, and to become certified firefighters.

14. The District agrees to work with the Municipality to explore methods to fund non-fire Emergency Response in the District, including but not limited to Advanced Life Support (ALS) Emergency Medical Services delivery and transport, hazardous materials response, and specialized rescue response. The District agrees to participate in the pursuit of joint funding with the Municipality where applicable and where it benefits both parties, including

the co-mingling of response data, demographics, and resource availability where advantageous to the process; which may be used to pursue various grants, State or County funding. Said participation will not bind the District to funding said services.

15. The Municipality agrees to do all of the legal work necessary, such as drafting agreements. The District agrees to furnish its own counsel of choice.

16. This Agreement cancels and supersedes all previous agreements and contracts between the District and the Municipality.

17. Either party may terminate this Agreement upon material breach of said Agreement after the either party provides thirty (30) days' written notice to the other party specifying such material breach. Should said material breach fail to be satisfactorily resolved by the parties within said time frame, the Agreement is deemed terminated. A material breach, and what satisfactorily resolves said material breach, shall be left to the discretion of the party specifying said breach.

18. In the event of the termination of this Agreement, and as of the termination dates of the Agreement, the Municipality is no longer obligated or liable to provide the services called for in this Agreement. In the event of the termination of this Agreement, the District is liable and obligated to pay for the services provided by the Municipality at a prorated rate through the date of termination.

19. The waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any proceeding or any subsequent breach.

20. This Agreement shall be effective from and after January 1, 2021, up to and including December 31, 2025.

21. This Agreement shall remain in full force and effect until such time a new agreement is entered into between the parties. The annual payments shall be prorated for all future years, or months thereof, until a new agreement is entered into upon the expiration of this Agreement.

22. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof, superseding all prior oral and written agreements with respect thereto. The Agreement may be amended from time to time by the written mutual agreement of the Municipality and

the District.

AGREED TO AND EXECUTED ON THE 18th DAY OF January, 2020.

THE CITY OF COLUMBUS, NEBRASKA

ATTEST:

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

BY \_\_\_\_\_  
MAYOR

COLUMBUS RURAL FIRE PROTECTION  
DISTRICT

ATTEST:

\_\_\_\_\_  
SECRETARY

BY Kevin Schuller  
PRESIDENT

COLUMBUS FIRE DEPARTMENT

BY [Signature]  
FIRE CHIEF 1-13-2021

APPROVED AS TO FORM:

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

- B. Resolution No. R21-09 approving Deed of Dedication from John Obrist perpetual easement for public right-of-way in the intersection of 41 Avenue and 11 Street.

**RESOLUTION NO. R21-09**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE DEED OF DEDICATION CONTAINING A PERPETUAL EASEMENT FOR A PUBLIC RIGHT-OF-WAY FROM JOHN OBRIST, LOCATED IN THE FOLLOWING DESCRIBED PROPERTY, TO-WIT: PART OF W 1/2 LOT 8, DRAPERS OUTLOTS TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA (INTERSECTION OF 41 AVENUE AND 11 STREET).

WHEREAS, John Obrist, is the owner of the following described real estate:

A tract of land located in Part of W 1/2 Lot 8, Drapers Outlots to the City of Columbus, Platte County, Nebraska, more particularly described as follows:

Commencing at the SE corner of NE 1/4 SW 1/4 Section 24, T17N, R1W of the 6th P.M., Platte County, Nebraska, and assuming the south line of said SW 1/4 to have a bearing of N 89°56'08" E; thence S 00°25'13" W and on the east line SE 1/4 SW 1/4 said Section 24, 20.00 feet to the Point of Beginning; thence N 89°56'08" E, 33.00 feet; thence N 00°25'13" E, 50.00 feet to the Point of Beginning containing 0/03 acres more or less.

WHEREAS, the city has found and determined that the aforementioned property should be formally dedicated, as allowed by law, for the use and benefit of the public for streets, public ways, right-of-ways, and utility easements; and

WHEREAS, said owner has executed a Deed of Dedication containing a perpetual easement to the City of Columbus for a public right-of-way for the installation of public streets and utilities and maintenance thereof, a copy of said Deed of Dedication is attached hereto and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the mayor and council of the City of Columbus, Nebraska, that the Deed of Dedication containing a perpetual easement for a public right-of-way for the installation of public streets and utilities and maintenance thereof on the property legally described above, a copy of which is attached hereto and incorporated herein by this reference, is hereby granted and approved; and the mayor is authorized, directed and empowered to execute the same on behalf of the City of Columbus.

INTRODUCED BY COUNCIL MEMBER \_\_\_\_\_

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
MAYOR

ATTEST:

---

CITY CLERK

APPROVE AS TO FORM:

---

CITY ATTORNEY

Upon recording return to:  
Andrew R. Willis  
Cline Williams Wright  
Johnson & Oldfather, L.L.P.  
233 S. 13<sup>th</sup> Street  
Lincoln, Nebraska 68508

## **DEED OF DEDICATION**

KNOW ALL MEN BY THESE PRESENTS:

That John Obrist is the proprietor and owner of the following described real estate:

A tract of land located in Part of W1/2 Lot 8, Drapers Outlots to the City of Columbus, Platte County, Nebraska more particularly described as follows:

Commencing at the SE corner NE1/4 SW1/4 Section 24, T17N, R1W of the 6th P.M., Platte County, Nebraska and assuming the south line of said SW1/4 to have a bearing of N 89°56'08" E; thence S 00°25'13" W and on the east line SE1/4 SW1/4 said Section 24, 20.00 feet to the Point of Beginning; thence N89°56'08" E, 33.00 feet; thence S 00°25'13" W, 50.00 feet; thence S 89°56'08" W, 33.00 feet; thence N 00°25'13" E, 50.00 feet to the Point of Beginning containing 0.03 acres more or less.

Said owner hereby dedicates the area described above and depicted on the attached Exhibit "A" to the use and benefit of the public, together with a perpetual easement for the installation of public streets and utilities and maintenance thereof over and across said real estate.

**(Signature page follows)**

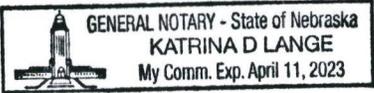
IN WITNESS WHEREOF, the Grantor named herein has executed these presents this 21<sup>st</sup> day of December, 2020.

“GRANTOR”

John Obrist  
John Obrist

STATE OF NEBRASKA    )  
  )ss.  
COUNTY OF PLATTE    )

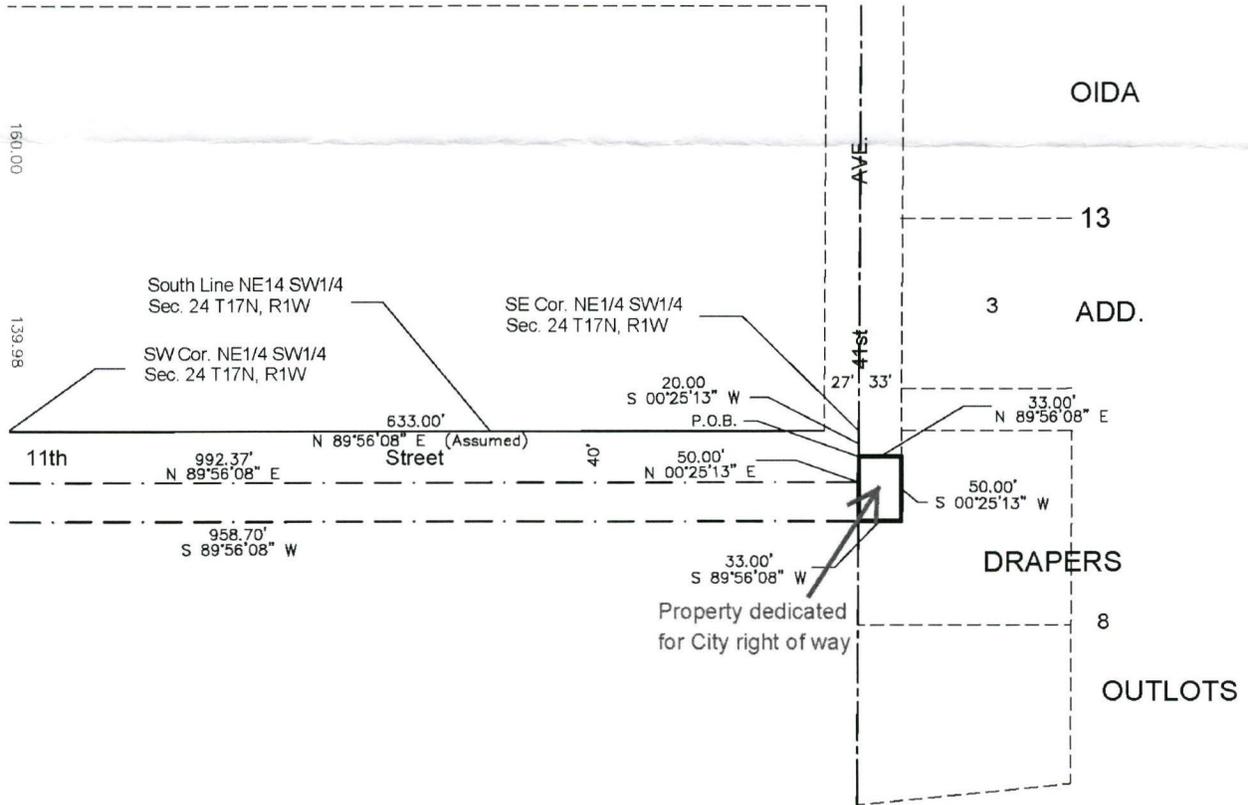
The foregoing instrument was acknowledged before me on this 21<sup>st</sup> day of December, 2020, by John Obrist.



Katrina D Lange  
Notary Public

# Exhibit "A"

## Dedicated Property



The City of **Columbus**

**MEMORANDUM**

---

**DATE:** January 13, 2021  
**FROM:** Richard J. Bogus, P.E., City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Acceptance of Deed of Dedication for Public Right-of-Way in part of the West 1/2 of Lot 8, Drapers Outlots, to the City of Columbus

**RECOMMENDATION:**

I recommend approval of the Resolution accepting the Deed of Dedication containing a perpetual easement for a public right-of-way from John Obrist located in the intersection of 41<sup>st</sup> Avenue and 11<sup>th</sup> Street.

**DISCUSSION:**

John Obrist has voluntarily agreed to the Deed of Dedication for a perpetual easement for public right-of-way in a parcel property in part of the West 1/2 of Lot 8, Drapers Outlots, to the City of Columbus, Platte County, Nebraska. The parcel is located in the intersection of 41<sup>st</sup> Avenue and 11<sup>th</sup> Street and allows for paving in the intersection to meet City and State Board of Classifications and Standards.

**FISCAL IMPACT:**

None.

**ALTERNATIVE:**

None

**SIGNATURE:**

By: Richard J. Bogus

Approved By: Tara Vasicek

**15. ORDINANCES ON FIRST READING**

- A. Ordinance No. 21-05 correcting Ordinance No. 21-02 (Pay Plan) to include the 2020-2021 Pay Scale Table.

**ORDINANCE NO. 21-05**

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, CORRECTING ORDINANCE NO. 21-02 (THE PAY PLAN) TO INCLUDE THE 2020-2021 PAY SCALE TABLE.

WHEREAS, Ordinance No. 20-19 establishing the pay plan for all classifications within the city was amended by Ordinance No. 21-02 to increase the annual salary of the city administrator; and

WHEREAS, the 2019-2020 Pay Scale Table was erroneously included in Ordinance No. 21-02.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the following salaries of officers and employees, pay plan for all classifications within the city, and hourly ranges for each individual classification for 2020-2021 be established:

2020-2021  
PAY SCALE TABLE

<u>GRADE A5</u>	<u>\$12.37 - \$16.33</u>
Program Assistant	
<u>GRADE A7</u>	<u>\$13.28 - \$17.50</u>
Lead Lifeguard /Program Coordinator	
Library Assistant	
<u>GRADE B2</u>	<u>\$15.40 - \$20.79</u>
Customer Service Account Clerk	
<u>GRADE B3</u>	<u>\$15.93 - \$21.54</u>
Area Transit Driver	
Library Assistant II	
Library Maintenance Worker	
Office Associate	
<u>GRADE B4</u>	<u>\$16.50 - \$22.26</u>
Area Transit Supervisor	
<u>GRADE B5</u>	<u>\$17.07 - \$23.05</u>
Customer Service Clerk	
Library Assistant III	
Office Associate II	
<u>GRADE B6</u>	<u>\$17.66 - \$23.88</u>
Account Clerk	
Communications Specialist (911 Dispatcher)	
Finance Account Clerk	

Library Assistant IV  
Pool/Water Park Maintenance Technician

GRADE B7 \$18.28 - \$24.66

Account Clerk II/ Records Clerk II  
Code Enforcement Technician  
Community Service Technician  
Customer Service Clerk II  
Equipment Operator  
Parks Maintenance Worker

GRADE B8 \$18.93 - \$25.55

Administrative Assistant  
Aquatics Supervisor  
Equipment Operator II  
Finance Account Clerk II  
Golf Course Crew Leader  
Head Cook  
Senior Office Associate

GRADE B9 \$19.62 - \$26.48

Account Clerk III  
Assistant City Clerk  
Equipment Operator III

GRADE B10 \$20.33 - \$27.47

Engineering Aide  
Lead Communications Specialist  
Mechanic  
Parks Crew Leader  
Public Property Maintenance Mechanic  
Senior Office Associate II  
Street Dispatcher  
Transfer Station Operator  
Wastewater Treatment Facility Operator

GRADE B11 \$21.11 - \$28.49

Accounting Specialist  
Water Production Operator  
Water Utility Maintenance Worker

GRADE B12 \$21.88 - \$29.56

Airport Manager  
Engineering Administrative Specialist  
Mechanic II

GRADE B13 \$22.69 - \$30.65

Aquatics Manager  
Community Center Manager

Computer Technician  
Librarian  
Park & Rec Coordinator  
Transfer Station Supervisor  
Wastewater Treatment Facility Operator II  
Wastewater Treatment Facility Laboratory Technician  
Water Production Operator II

GRADE B14 \$23.53 - \$31.78

Cemetery Supervisor  
Street Foreman  
Water Utility Maintenance Worker II

GRADE B15 \$24.40 - \$32.95

Water Production Crew Leader  
Water Utility Crew Leader

GRADE B16 \$25.31 - \$34.18

Building Inspector

GRADE B17 \$26.25 - \$35.44

GIS Supervisor

GRADE B18 \$27.23 - \$36.76

Computer/Network Technician  
Engineering Project Manager

GRADE C2 \$28.80 - \$40.32

City Clerk  
City Planner  
Golf Course Superintendent  
Parks Superintendent  
Street Superintendent  
Surveyor/Construction Observer

GRADE C3 \$30.40 - \$42.53

Library Director  
Wastewater Treatment Facility Superintendent  
Water Superintendent

GRADE C5 \$34.30 - \$48.02

Police Captain

GRADE C6 \$36.69 - \$51.39

Communications Director  
Community Development Director  
Fire Chief  
Public Property Director

GRADE C7 \$39.45 - \$55.24  
Human Resources Director  
Police Chief

GRADE C8 \$42.80 - \$59.93  
Public Works Director

GRADE C9 \$46.66 - \$65.33  
City Engineer  
Finance Director

OTHER POSITIONS

City Administrator per Resolution R20-140 \$200,000 annual  
Prosecuting Attorney \$3,022 per year through 3/15/20  
Prosecuting Attorney \$ TBD as per Resolution eff. 3/16/20  
City Attorney \$ 135 per hour  
Assistant Fire Chief \$15,557 per year  
Fire Training & Safety Officer \$15,557 per year  
City Emergency Mgmt Director \$ 8,459 per year  
Mayor per Resolution R06-107 \$10,444 per year  
Council per Resolution R06-107 \$ 6,392 per year

This ordinance shall repeal all ordinances or portions thereof in conflict herewith and shall be in full force and effect from and after the date of its passage and publication or posting as required by law.

INTRODUCED BY COUNCIL MEMBER \_\_\_\_\_

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

**16. ORDINANCES ON SECOND READING**

- A. Ordinance No. 21-04 amending multiple sections of Chapter 33 of Title III of Columbus City Code to update and make organizational changes for the fire department.

**ORDINANCE NO. 21-04**

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING MULTIPLE SECTIONS OF CHAPTER 33 OF TITLE III OF ORDINANCE NO. 05-47 (COLUMBUS CITY CODE) TO UPDATE AND MAKE ORGANIZATIONAL TO THE FIRE DEPARTMENT; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

WHEREAS, Chapter 33 of the Columbus City Code addresses the structure and administration of the City's fire department; and

WHEREAS, the City desires to revise portions of Chapter 33 of the Columbus City Code for purposes of simplification of the code, to similarly align the code with comparable cities, to remove redundancies with state law, and to include both paid and volunteer in references where applicable.

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

**Section 1.** That Section 33.01 of Chapter 33 of Title III of the Columbus City Code be amended and revised to read as follows:

**§ 33.01 FIRE DEPARTMENT CREATED**

There is hereby created a fire department for the city which shall consist of a fire chief and as many officers and firefighters as is deemed appropriate by the mayor and city council, whether they be volunteer or paid. The fire chief shall be appointed by the mayor, subject to the approval of the city council, from a list of suitable persons supplied by the Civil Service Commission. The fire chief shall have such powers and authority and shall perform such duties as are provided by the provisions of this code, state law, and city ordinances, rules and regulations.

**Section 2.** That Section 33.02 of Chapter 33 of Title III of the Columbus City Code as it is current written shall be deleted and repealed, and said section shall be replaced with and revised to read as follows:

**§ 33.02 DUTIES OF CHIEF; OFFICERS**

The fire chief shall have full control and supervision over all paid and volunteer firefighters. Said control and supervision shall be subject to: the authority vested in the city administrator for oversight as to all departments of the city, and the authority of the mayor and city council; the fire chief shall be accountable to the city administrator, mayor and city council for the proper and faithful performance of their duties. In the absence or inability of the fire chief, or during such hours of the day as the fire chief may be off duty, the fire chief's powers and duties shall be exercised by the chief's designee.

**Section 3.** That Section 33.04 of Chapter 33 of Title III of the Columbus City

Code be amended and revised to read as follows:

**§ 33.04 ORGANIZATION – VOLUNTEER FIRE DEPARTMENT**

The organization of volunteer firefighters shall be known as the Columbus Volunteer Fire Department, and shall be a part of the fire department of the city. In all matters referred to in this section, however, the volunteer fire department and the companies thereof shall be subject to the control, direction, and approval of the fire chief. The volunteer fire department shall be allowed to elect executive and financial officers for the organization, notwithstanding it's own constitution and bylaws, and state law, raise funds for it's fraternal benefit, and establish and keep a trust fund(s) as allowed under state law.

**Section 4.** That Section 33.05 of Chapter 33 of Title III of the Columbus City Code be amended and revised to read as follows:

**§ 33.05 EMPLOYMENT OF FIREFIGHTERS**

The mayor and city council are hereby authorized to employ paid firefighters selected from candidates recommended by the chief of the fire department, the list of which is supplied by the Civil Service Commission. The paid firefighters are to be under control, direction, and approval of the fire chief. Any disciplinary action in regard to a paid firefighter shall be as provided by the City Personnel Policy Manual, the Nebraska Civil Service Act, and the Collective Bargaining Agreement.

**Section 5.** That Section 33.06 of Chapter 33 of Title III of the Columbus City Code be amended and revised to read as follows:

**§ 33.06 APPOINTMENT OF VOLUNTEER OFFICERS**

The mayor and city council are hereby authorized to appoint the assistant fire chief and the training safety officer as selected by the fire department, and are to be under control and direction of the fire chief. Said officers shall be recommended as follows:

(A) The assistant chief is recommended by popular vote of the volunteer fire department in January of every even-numbered year. The training safety officer is recommended by the fire chief in January of every odd-numbered year, with approval of the volunteer fire department and bargaining unit of the paid firefighters. The assistant chief and training safety officer shall, at a regular meeting of the city council prior to the first day of May of each year, be appointed by the mayor, subject to the approval of the city council, and shall hold office for two years or until the appointment and qualification of the successor.”

(B) The officers shall receive a stipend as determined and approved by the mayor and city council. The officers shall receive the same benefit package as is provided to other volunteer firefighters. Group health insurance and other benefits available to regular part-time and full-time employees are not applicable to volunteer firefighter officers.

**Section 6.** That Section 33.08 of Chapter 33 of Title III of the Columbus City Code be amended and revised to read as follows:

**§ 33.08 ASSISTANT FIRE CHIEF, FIRE TRAINING AND SAFETY OFFICER DUTIES**

It shall be the duty of the assistant chief of the fire department to assist the chief in matters pertaining to the fire department. It shall be the duty of the fire training and safety officer to assist the chief and assistant chief, in the performance of their duties, and the fire training safety officer shall coordinate of all fire practice and training activities, and shall chair the Fire Department Safety Committee. The training safety officer shall be regarded at the same rank level as a captain of the fire department.

**Section 7.** That Section 33.13 of Chapter 33 of Title III of the Columbus City Code shall be deleted and repealed.

**Section 8.** That Section 33.28 of Chapter 33 of Title III of the Columbus City Code be amended and revised to read as follows:

**§ 33.28 RESISTING FIRE POLICE; IMPERSONATING A FIREFIGHTER**

Any person who shall resist an active member of the fire department during all fires at which the department, or any portion thereof, is on duty at such time, shall be subject to a similar penalty as for resisting the city police. Any person who shall impersonate an active member of the fire department, including wearing of the uniform, shall be subject to similar penalty as for impersonating a police officer.

**Section 9.** This ordinance shall repeal all ordinances or portions thereof and in conflict herewith.

**Section 10.** This ordinance shall be in full force and effect from and after its passage, approval, and publication according to law. Publication shall be in pamphlet form as authorized by §16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the city office.

INTRODUCED BY COUNCIL MEMBER \_\_\_\_\_

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

**Columbus Fire Department  
Memorandum  
For Record**

**DATE:** December 28, 2020

**TO:** City Administrator Tara Vasicek  
**FROM:** Fire Chief Dan Miller  
**THROUGH:** NA  
**SUBJECT:** City Code changes re: Fire Department

**RECOMMENDATION:**

To approve City Code changes as recommended by Fire Department.

**DISCUSSION:**

Over the last year, the Fire Department Reorganizational Sub-committee developed recommended changes to the City Code relative to the Fire Department's general organizational structure. The recommended changes simplify the code, align the code with comparable cities, to remove redundancies with State law, and include references to both paid and volunteer where applicable. In addition to repealing redundancies with State law and for simplification of the code, changes also include:

- Process for appointment of career Fire Chief
- Making volunteer Assistant Chief and volunteer Training Safety Officer two-year terms
- Clarifications to acting in the absence of the Fire Chief
- Modifications and clarifications to Volunteer Fire Department organization
- Volunteer Fire Department trust fund(s) alignment with State law
- Disciplinary procedures clarification regarding paid firefighters
- Penalty for resisting firefighters and impersonation of a firefighter
- Paid and volunteer firefighter reference changes where applicable

The ordinance as amended and approved by the Fire Department is attached as drafted by the City attorney.

**FISCAL IMPACT:**

None.

**ALTERNATIVES:**

None recommended.

**SIGNATURE:**

BY  \_\_\_\_\_

APPROVED BY:  \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

**17. ORDINANCES ON THIRD READING**

- A. Ordinance No. 20-32 adopting Unified Land Development Ordinance.

**ORDINANCE NO. 20-32**

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, REPEALING THE EXISTING LAND DEVELOPMENT ORDINANCE OF THE CITY OF COLUMBUS, NEBRASKA, ADOPTED BY ORDINANCE NO. 96-08 ON MARCH 18, 1996, ALONG WITH ALL SUBSEQUENT AMENDMENTS; ADOPTING THE UNIFIED LAND DEVELOPMENT ORDINANCE AS SET FORTH HEREIN; INCORPORATING CHAPTER 152, SWIMMING POOLS, INTO THE UNIFIED LAND DEVELOPMENT ORDINANCE; INCORPORATING THE UNIFIED LAND DEVELOPMENT ORDINANCE INTO THE COLUMBUS CITY CODE; PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; PROVIDING FOR THE EFFECTIVE DATE HEREOF AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA that following the public hearings and recommendation from the Planning Commission:

Section 1. That the Columbus Unified Land Development Ordinance is hereby approved and adopted as follows:

**The Unified Land Development Ordinance for the  
City of Columbus**

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# CHAPTER 1, ARTICLE 1: GENERAL PROVISIONS

## 1 ARTICLE ONE

### GENERAL PROVISIONS

#### 1-1 Title

Title 11 of the Columbus Municipal Code shall be known as the Unified Land Development Ordinance of the City of Columbus.

#### 1-2 Jurisdiction

The provisions of this Chapter shall be applicable to all property within the corporate limits of the City of Columbus and its extra-territorial jurisdiction as authorized by Section 16-901, Revised Statutes of Nebraska, 1943. Except as limited by §16-901 of Nebraska Revised Statutes, 1943, all existing or future zoning regulations, property use regulations, building ordinances, electrical ordinances, plumbing ordinances and ordinances authorized by §16-240 of Nebraska Revised Statutes, 1943, shall apply to the area two miles beyond and adjacent to the City's corporate boundaries to the extent shown on the Extra-Territorial Jurisdiction Map, the City's official map, with the same force and effect as if such outlying area were within the corporate limits of the City of Columbus. Boundaries of the Extra-Territorial Jurisdiction established by this ordinance shall be shown on the Extra-Territorial Jurisdiction Map maintained by the City Engineer. This map, together with all legends, references, symbols, boundaries, and other information, shall be adopted as a part of and concurrent with this ordinance. The Extra-Territorial Jurisdiction may be changed from time to time following the extension of City boundaries either by annexation or by additions brought into the City pursuant to the Subdivision Code. Such changes shall be reflected on the Extra-Territorial Map. The City Clerk and Engineer shall keep a complete record of all changes to the Extra-Territorial Jurisdiction Map.

#### 1-3 Purpose

The purposes of the Unified Land Development Ordinance of the City of Columbus are to:

- a. Serve the public health, safety, and general welfare of the city and its jurisdiction.
- b. Classify property in a manner that reflects its suitability for specific uses.
- c. Provide for sound, attractive development within the city and its jurisdiction.
- d. Encourage compatibility of adjacent land uses.
- e. Protect environmentally sensitive areas.
- f. Further the objectives of the Comprehensive Development Plan and Long Range Transportation Plan of the City of Columbus.

## CHAPTER 1, ARTICLE 1: GENERAL PROVISIONS

### 1-4 Consistency with Comprehensive Development Plan and Long Range Transportation Plan

The City of Columbus intends that this Unified Land Development Ordinance and any amendments to it shall be consistent with the City's Comprehensive Development Plan and Long Range Transportation Plan. Should this Ordinance become inconsistent with the adopted Comprehensive Development Plan or Long Range Transportation Plan because of subsequent amendments to that plan, it is the City's intent to amend this Ordinance to bring it into conformance with the plans.

### 1-5 Conflicting Provisions

The Unified Land Development Ordinance shall be held to provide the minimum requirements necessary for the promotion of the public health, safety, and welfare. If any provision of the Unified Land Development Ordinance conflicts with any other provision of the Unified Land Development Ordinance, any other Ordinance of the City of Columbus, or any applicable State or Federal law, the more restrictive provision shall apply.

### 1-6 Relief from Other Provisions

Nothing in these provisions shall relieve any property owner or user from satisfying any condition or requirement associated with a previous approval, special permit, variance, development permit, or other permit issued under any local, State, or Federal ordinance or statute.

### 1-7 Severability of Provisions

If any chapter, section, subsection, clause, or phrase of this Unified Land Development Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

## CHAPTER 1, ARTICLE 2: DEFINITIONS

### 2 ARTICLE TWO

#### DEFINITIONS

##### 2-1 Purpose

Article Two shall be known as the Definitions. The purpose of these provisions is to promote consistency and precision in the interpretation of the Zoning Ordinance. The meaning and construction of words as set forth shall apply throughout the Zoning Ordinance, unless where modified in a specific section or where the context of such words or phrases clearly indicates a different meaning or construction.

##### 2-2 General Construction of Language

The following general rules of construction apply to the text of the Zoning Ordinance.

###### a. Headings

Section and subsection headings contained herein are provided for illustrative purposes only and shall not be deemed to limit, govern, modify, or otherwise affect the scope, meaning, intent of any provision of the Zoning Ordinance.

###### b. Illustration

In the case of any real or apparent conflict between the text of this Ordinance and any illustration explaining the text, the text shall apply.

###### c. Shall and May

"Shall" is always mandatory. "May" is discretionary.

###### d. Tenses and Numbers

Words used in the present tense include the future tense. Words used in the singular include the plural, and the plural the singular, unless the context clearly indicates the contrary.

###### e. Conjunctions

## CHAPTER 1, ARTICLE 2: DEFINITIONS

Unless the context clearly indicates the contrary, the following conjunctions shall be interpreted as follows:

1. "And" indicates that all connected items or provisions apply.
2. "Or" indicates that the connected items or provisions may apply singly or in any combination.
3. "Either...or" indicates that the connected items or provisions shall apply singly but not in combination.

### f. Referenced Agencies

Unless otherwise indicated, all public officials, bodies, and agencies referred to in this Chapter are those of the City of Columbus.

### 2-3 Definitions of Terms

For the purposes of this Zoning Ordinance, certain terms and words are hereby defined. Certain sections contain definitions which are additional to those listed here. Where terms are not specifically defined, their ordinarily accepted meanings or meanings implied by their context shall apply.

### 2-4 A

1. **Abutting:** Having lot lines or district boundaries in common, including property separated by a public street or alley. Used interchangeably with adjacent.
2. **Accessory Structure:** A structure which is incidental to and customarily associated with a specific principal use or building on the same site.
3. **Accessory Use:** A use which is incidental to and customarily associated with a specific principal use on the same site.
4. **Addition:** Any construction which increases the size of a building or structure in terms of site coverage, height, length, width, or gross floor area.
5. **Agent of Owner:** Any person showing written verification that he/she is acting for, and with the knowledge and consent of, a property owner.

## CHAPTER 1, ARTICLE 2: DEFINITIONS

6. Alley: A public right of way which is used as a secondary means of access to abutting property.
7. Alteration: Any construction or physical change in the internal arrangement of spaces, the supporting members, the positioning on a site, or the appearance of a building or structure.
8. Apartment: A housing unit within a building designed for and suitable for occupancy by only one family.
9. Attached: Having one or more walls in common with a principal building or connected to a principal building by an integral architectural element, such as a covered passageway; facade wall extension; or archway.

### 2-5 **B**

1. Base District: A district established by this Ordinance to prescribe basic regulations governing use and site development. No more than one base district shall apply to the same portion of a site.
2. Basement: A level of a building below street level that has at least one-half of its height below the surface of adjacent ground. A basement used for independent dwelling or business purposes shall be considered a story for the purposes of height measurement.
3. Beginning of Construction: At the time the site is disturbed or altered for the project
4. Blockface: The property abutting one side of a street and lying between the two nearest intersection streets, or between the one nearest intersecting street or a major physical barrier, including, but not limited to, railroads, streams, lakes, the corporate limits of Columbus, or the Extra-territorial Jurisdiction of the City of Columbus.
5. Bufferyard: A landscaped area intended to separate and partially obstruct the view of two adjacent land uses or properties from one another.
6. Building: A structure having a roof and built to provide shelter, support, or enclosure for persons or property.
7. Building Coverage: The area of a site covered by buildings or roofed areas, excluding allowed projecting eaves, balconies, and similar features.
8. Building Line: The outer boundary of a building established by the location of its exterior walls.
9. Building Official: The Community Development Director is responsible for supervision and operation of the building and land use regulations of the City of Columbus.
10. Business: Activities that include the exchange or manufacture of goods or services on a site.
11. Business Center: A building containing more than one commercial business, or any group of non-residential buildings within a common development, characterized by shared parking and access.

### 2-6 **C**

## CHAPTER 1, ARTICLE 2: DEFINITIONS

1. Certificate of Occupancy: An official certificate issued by the Building Official or his/her designee, indicating conformance with the zoning regulations and other applicable ordinances of the city and authorizing legal use of the premises for which it is issued.
2. Change of Use: The replacement of an existing use by a new use.
3. Cluster: A development design technique that concentrates buildings in specific areas on a site to allow remaining land to be used for recreation, common area, or the preservation of historically or environmentally sensitive features.
4. City: The City of Columbus, Nebraska.
5. City Council: The City Council of Columbus, Nebraska.
6. Collector Street: A street connecting neighborhoods within Columbus and its Extra-territorial jurisdiction, designed to carry traffic from local to arterial streets.
7. Common Area: An area held, designed, and designated for common or cooperative use within a development.
8. Common Development: A development proposed and planned as one unified project not separated by a public street or alley.
9. Compatibility: The degree to which two or more different land use types are able to exist together in close proximity, with no one use having significant negative effects on any other use.
10. Comprehensive Plan: The duly adopted Comprehensive Development Plan of the City of Columbus.
11. Condominium: A real estate ownership arrangement that combines fee simple title to a specific unit and joint ownership in common elements shared with other unit owners. Types of units may include dwelling units, parking spaces, office spaces, or commercial spaces.
12. County: Platte County, Nebraska.
13. Private access: An approved private access easement which provides access to residential properties and meets the following conditions:
  - (a) Serves twelve or fewer housing units or platted lots.
  - (b) Does not function as a public street because of its alignment, design, or location.
  - (c) Is completely internal to a development.

## CHAPTER 1, ARTICLE 2: DEFINITIONS

- (d) Provides approved emergency access to all properties.
- (e) Follow naming requirements (lane/court)

- 14. Courtyard: An open, unoccupied space, bounded on two or more sides by the walls of the building.
- 15. Creative Subdivision: A wholly or principally residential subdivision that permits a reduction in lot area, setback, or other site development regulations, provided the remaining land area is used for common area.

### 2-7 D

- 1. Density: The amount of development per specific unit of a site.
- 2. Drive-in-Services: Uses which involve the sale of products or provision of services to occupants in vehicles.
- 3. Detached: Fully separated from any other building or attached to another building in such a manner as not to constitute an enclosed or covered connection.
- 4. Driveway: A permanently surfaced area providing vehicular access between a street and an off-street parking or loading area.
- 5. Downtown Business District: Area bounded by 10<sup>th</sup> Street and 15<sup>th</sup> Street and 21<sup>st</sup> Avenue and 32<sup>nd</sup> Avenue, all public rights-of-way or portions thereof located within these boundaries, and all buildings or structures abutting, adjoining, or bordering the same.

### 2-8 E

- 1. Easement: A privilege or right of use granted on, above, under, or across a particular tract of land by one owner to others.
- 2. Enclosed: A roofed or covered space fully surrounded by walls.

### 2-9 F

- 1. Family: One (1) or more related persons living together and occupying a single dwelling unit with shared common living, sleeping, cooking, and eating facilities; or a group of non-related persons living together by joint agreement and occupying a single dwelling unit with shared common living, sleeping, cooking, and eating facilities on a non-profit, cost-sharing basis. A group of non-related persons shall consist of not more than three (3) persons in a dwelling unit containing two (2) bedrooms or less or a group of not more than four (4) persons living in a dwelling unit

## CHAPTER 1, ARTICLE 2: DEFINITIONS

containing three (3) bedrooms or more. The following person shall be considered related for the purpose of this Ordinance:

- (a) Persons related by blood, marriage, or adoption;
  - (b) Persons residing with a family for the purpose of adoption;
  - (c) Not more than eight (8) persons under 19 years of age, residing in a foster house licensed or approved by the State of Nebraska;
  - (d) Not more than eight (8) persons 19 years of age or older residing with a family for the purpose of receiving foster care licensed or approved by the State of Nebraska;
  - (e) Person(s) living with a family at the direction of a court..
2. Federal: Pertaining to the Government of the United States of America.
  3. Floor Area Ratio: The quotient of gross floor area divided by gross site area.
  4. Frontage: The length of a property line of any one lot abutting and parallel to a public street or private access.

### 2-10 G

1. Grade: The elevation of the finished surface of ground, paving, or sidewalk adjacent to any building line.
2. Gross Floor Area: The total enclosed area of all floors of a building, measured to the inside surfaces of the exterior walls. This definition excludes the areas of basements, elevator shafts, air spaces above atriums, and enclosed off-street parking and loading areas serving a principal use.

### 2-11 H

1. Height: The vertical distance from the established grade to the highest point of the coping of a flat roof, the deck line of a mansard roof, or to the average height between eaves and ridge for gable, hip, shed, or gambrel roofs. Where a building is located on a slope, height shall be measured from the average grade level adjacent to the building.
2. Home Occupation: An accessory occupational use conducted entirely within a dwelling unit by its inhabitants, which is clearly incidental to the residential use of the dwelling unit or residential structure and does not change the residential character of its site.

## CHAPTER 1, ARTICLE 2: DEFINITIONS

3. Housing Unit or Dwelling Unit: A building or portion of a building arranged for and intended for occupancy as an independent living facility for one family, including permanent provisions for cooking.

### 2-12 I

1. Impervious Coverage: The total horizontal area of all buildings, roofed or covered spaces, paved surface areas, walkways and driveways, and any other site improvements that decrease the ability of the surface of the site to absorb water, expressed as a percent of site area. The surface water area of pools is excluded from this definition.

### 2-13 J

### 2-14 K

1. Aerial Map: An orthoimage with a scale of not less than 1 inch to 600 feet showing the location of a development project or subdivision in reference to surrounding property. The map shall show existing lots, streets, public facilities, flood plain and floodway zones, natural features, city limit or Extra territorial jurisdiction lines. The area shown shall be sufficient to show how the proposed project or subdivision will fit into existing developments.

### 2-15 L

1. Landscaped Area: The area within the boundaries of a given lot, site or common development consisting primarily of plant material, including but not limited to grass, trees, shrubs, vines, groundcover, and other organic plant materials; or grass paver masonry units installed such that the appearance of the area is primarily living landscape.

(a) Perimeter Landscaped Area: Any required landscaped area that adjoins the exterior boundary of a lot, site, or common development.

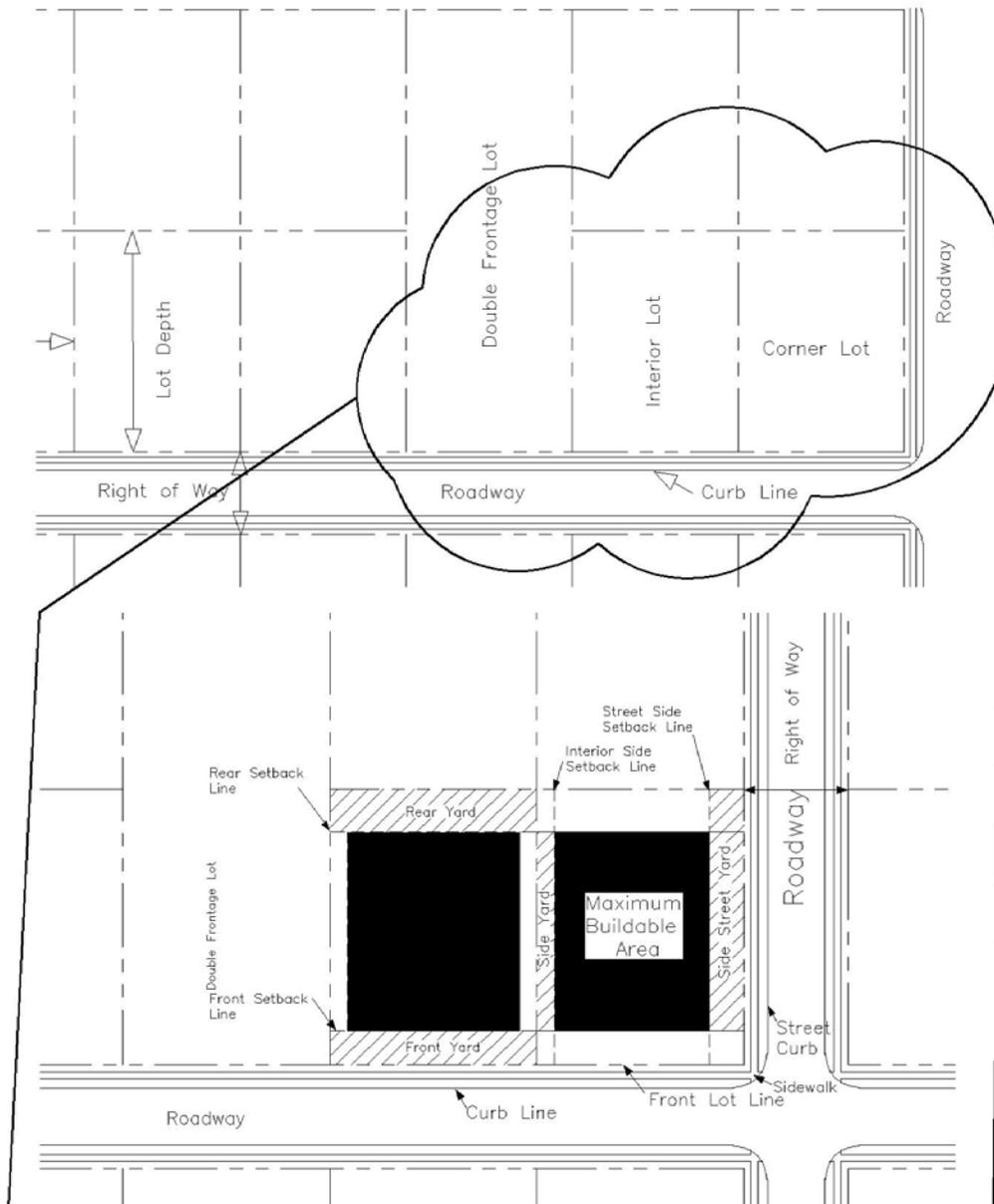
(b) Interior Landscaped Area: Any landscaped area within a site exclusive of required perimeter landscaping.

2. Loading Area: An off-street area used for the loading or unloading of goods from a vehicle in connection with the use of the site on which such area is located.
3. Long Range Transportation Plan: Transportation Planning Document that discusses how Columbus will grow over the next two decades and identified transportation strategies to enable a more resilient and economically vibrant future.
4. Lot: A parcel of real property with a separate and distinct number or other designation shown on a plat, record or survey, parcel map, or subdivision map recorded in the office of the Platte County Register of Deeds. When a lot is used together with one or more contiguous lots in a common development, all of the lots used, including any lots used for off-street parking, shall be considered a single lot for purposes of these Zoning Regulations. A lot shall have a minimum frontage of 20 feet, except as provided in an approved Planned Unit Development and/or Creative Subdivision. See Figure 2 (a)

## CHAPTER 1, ARTICLE 2: DEFINITIONS

- (a) Corner Lot: A lot located at the intersection of two streets, private access or on two segments of a curved street or private access forming an angle of no more than 135 degrees.
- (b) Double Frontage Lot: A lot, other than a corner lot, having frontage on two streets or private access easements.
- (c) Interior Lot: A lot other than a corner lot.

FIGURE 2 (a)



## CHAPTER 1, ARTICLE 2: DEFINITIONS

5. Lot Area: The total horizontal area within the lot lines of a lot.
6. Lot Depth: The average horizontal distance between the front and rear lot lines.
7. Lot Line: The lines bounding a lot as herein defined.
  - (a) Front Lot Line: For an interior lot, the lot line separating the lot from the street or private access. For a residential corner lot, the building official may determine which lot line abutting a street or private access shall be the front lot line, or the front lot line may be designated as the front lot line on a subdivision plat or parcel map. For a non-residential corner lot, the lot line abutting a street or private access to which the principal building is oriented, or the line designated as the front lot line on a subdivision plat or parcel map.
  - (b) Rear Lot Line: The lot line which is opposite and most distant from the front lot line.
  - (c) Side Lot Line: Any lot line that is neither a front or rear lot line. A side lot line separating a lot from a street or private access easement is a street side lot line. A side lot line separating a lot from another lot or lots is an interior side lot line.
8. Lot Width: The horizontal distance between the side lot lines, measured at the two points of intersection between the front yard setback line and the side lot lines.

### 2-16 **M**

1. Manufactured Home Dwelling: A factory built structure which is to be used as a place for human habitation, which is not constructed or equipped with a permanent hitch or other device allowing it to be moved other than to a permanent site; does not have permanently attached to its body or frame any wheels or axles; bears a label certifying that it was built in compliance with the National Manufactured Home Construction and Safety Standards promulgated by the U.S. Department of Housing and Urban Development; and which complies with the following architectural and aesthetic standards:
  - (a) The home shall have at least 900 square feet of floor area;
  - (b) The home shall have an exterior width of at least 18 feet;
  - (c) The roof shall be pitched with a maximum vertical rise of 2.5 inches for each 12 inches of horizontal run;
  - (d) The exterior material is of a color, material, and scale comparable with those existing in the residential site on which the manufactured home dwelling is being permanently installed;

## CHAPTER 1, ARTICLE 2: DEFINITIONS

(e) The home shall have a non-reflective roof material which is or simulates asphalt or wood shingles, tile, or rock;

(f) Permanent utility connections shall be installed in accordance with local regulations;

(g) The home shall have all wheels, axles, transporting lights, and towing apparatus removed; and

(h) The home shall be installed upon a permanent foundation that is constructed and built in accordance with local regulations.

2. Mixed Use Building: A building or structure that incorporates two or more use types within it.
3. Mixed Use Development: A single development which incorporates two or more use types within its site boundaries.
4. Mobile Homes: A building type designed to be transportable in one or more sections, constructed on a permanent chassis or undercarriage, and designed to be used as a dwelling unit or other use with or without a permanent foundation when connected to the required utilities, but not bearing a seal attesting to the approval and issuance of the Nebraska Department of Health or conformance to the manufactured home procedural and enforcement regulations, as adopted by the U. S. Department of Housing and Urban Development; or not otherwise satisfying the definition of Manufactured Home Dwellings. Tiny Homes constructed on a permanent chassis or undercarriage shall be considered a mobile home.

### 2-17 **N**

1. Nonconforming Development: A building, structure, or improvement which does not comply with the regulations for its zoning district set forth by this Zoning Ordinance but which complied with applicable regulations at the time of construction.
2. Nonconforming Use: A lawful use of land, other than a sign, which does not comply with the use regulations for its zoning district set forth by this Zoning Ordinance but which complied with applicable regulations at the time the use was established.
3. Non-Traditional Residential Park: A unified development in which the development is under single ownership, developed, subdivided, planned, and improved for the placement of mobile and/or tiny home units for non-transient use. Mobile or Tiny Home Parks include common areas and facilities for management, recreation, laundry, utility services, storage, storm shelter, and other services; but do not include mobile home sales lots on which unoccupied mobile homes are parked for the purposes of display, inspection, sale, or storage.
4. Non-Traditional Residential Subdivision: A unified development in which the development is under common or split ownership, subdivided, planned, and improved for the placement of housing units on lots. Mobile Non-Traditional Residential Subdivisions shall include common areas and facilities for parking, recreation, utility services, enclosed shelter; and may include

## CHAPTER 1, ARTICLE 2: DEFINITIONS

facilities for management, laundry, storage and other services. Non-Traditional Residential Subdivisions may not include mobile home sales lots on which unoccupied mobile homes are parked for the purposes of display, inspection, sale, or storage.

5. Nuisance: An unreasonable and continuous invasion of the use and enjoyment of a property right which a reasonable person would find annoying, unpleasant, obnoxious, or offensive.

### 2-18 Q

1. Off-Street Parking: Parking which must be provided on a site, but not within public right-of-way or property.
2. Open Space: Area included on any site, subdivision or lot that is open and unobstructed to the sky, except for allowed projections of cornices, overhangs, porches, balconies, or plant materials.
3. Outdoor Storage: The storage of materials, parts, or products that are related to the primary use of a site for a period exceeding three days.
4. Overlay District: A district established by this Ordinance to prescribe special regulations to be applied to a site or subdivision only in combination with a base district.
5. Owner: An individual, firm, association, syndicate, partnership, or corporation having sufficient proprietary interest to seek development of land.

### 2-19 P

1. Parking Facility: An area on a lot and/or within a building, including one or more parking spaces, along with provision for access circulation, maneuvering, and landscaping meeting the requirements of this Zoning Ordinance. Parking facilities include parking lots, private garages, and parking structures.
2. Parking Spaces: An area on a lot and/or within a building, intended for the use of temporary parking of a personal vehicle. This term is used interchangeably with "parking stall". Each parking space must have a means of access to a public street. Tandem parking stalls in single-family detached, single-family attached, and townhome residential uses shall be considered to have a means of access to a public street.
3. Permitted Use: A land use type allowed as a matter of right in a zoning district, subject only to special requirements of this Zoning Ordinance.
4. Personal Vehicles: This term includes passenger cars, vans, motorcycles, trucks, pick-up trucks, camper trailers, recreational vehicles, trailers under 40 feet in length and boats, which can be classified as personally owned.

## CHAPTER 1, ARTICLE 2: DEFINITIONS

4. **Planned Unit Development:** A development of land which is planned and developed as a whole in a single development operation or programmed series of development stages. The development may include streets, circulation ways, utilities, buildings, open spaces, and other site features and improvements.
5. **Porch, Unenclosed:** A roofed or unroofed open structure projecting from an exterior wall of a building and having no enclosed features more than thirty inches above its floor other than wire screening and a roof with supporting structure.
6. **Premises:** A tract of land consisting of one or more lots or sites which are contiguous and under common ownership or control.
7. **Private Drive or Road:** Access which is privately owned by one or more person, which has not been dedicated to the public but rather established by the property owner(s) for access to and from the drive or road connecting to the public street.
8. **Private Garage:** A building for the storage of motor vehicles where no repair or service facilities are maintained and where no motor vehicles are kept for rental or sale.
9. **Property Line:** The line separating parcels.

### 2-20 **R**

1. **Recreational Vehicle:** A vehicle towed or self-propelled on its own chassis or attached to the chassis of another vehicle and designed or used for temporary dwelling, recreational, or sporting purposes. Recreational vehicles include, but are not limited to, travel trailers; campers; motor coach homes; converted buses and trucks, boats, and boat trailers; and van conversions.
2. **Residential convenience services:** Uses that are accessory to the primary residential use in the multi-family or Non-Traditional Residential District such as laundry services, solid waste, open recreational space, shared parking, etc.
3. **Regulation:** A specific requirement set forth by this Zoning Ordinance which must be followed.

### 2-21 **S**

1. **Screening:** The method by which a view of one site from another adjacent site is shielded, concealed, or hidden. Screening techniques include fences, walls, hedges, berms, or other features.
2. **Setback:** A line within a lot parallel to and measured from a corresponding lot line, forming the boundary of a required yard and setting forth the nearest that a building face may come to that lot line.

## CHAPTER 1, ARTICLE 2: DEFINITIONS

3. Sign: A symbolic, visual device fixed upon a building, vehicle, structure, or parcel of land, which is intended to convey information about a product, business, activity, place, person, institution, candidate, or political idea.
4. Site: The parcel of land to be developed or built upon. A site may encompass a single lot, portion of a lot, or a group of lots developed as a common development. A site must be in one base district, and cannot be separated by a public street or alley. One structure or building may not be divided into more than one site for the purpose of zoning.
5. Site Plan: A plan, prepared to scale, showing accurately and with complete dimensioning, the boundaries and topography of a site and the location of all buildings, structures, uses, and principal site development features proposed for a specific parcel of land.
6. Special Permit Use: A use with operating and/or physical characteristics different from those of permitted uses in a given zoning district which may, nonetheless, be compatible with those uses under special conditions and with adequate public review. Special permit uses are allowed in a zoning district only at the discretion of and with the explicit permission of the City Council, upon the recommendation of the Planning Commission.
7. State: The State of Nebraska.
8. Street: A right of way, dedicated to public use, which affords a primary means of access to the abutting property.
9. Street Level: First floor, which the floor elevation is at or above sidewalk elevation or adjacent ground.
10. Street, Local: A street which is used primarily for access to the abutting properties.
11. Street, Major: A street carrying traffic between neighborhoods, connecting neighborhoods with major activity centers, or accommodating major through traffic. Major streets are designated as collectors, arterials, or highways by the Comprehensive Development Plan and Long Range Transportation Plan.
12. Structure: That which is built or constructed above or below grade.

### 2-22 I

1. Tiny Home: A dwelling unit that is 400 square feet or less in floor area excluding lofts.
2. Townhouse: A dwelling unit having a common wall with or abutting one or more adjacent dwelling units in a townhouse structure, with its own front and rear access to the outside, and neither above nor below any other dwelling unit.
3. Townhouse Structure: A building formed by at least two and no more than twelve contiguous townhouses with common or abutting walls.

## CHAPTER 1, ARTICLE 2: DEFINITIONS

### 2-23 U

1. Use: The conduct of an activity, or the performance of a function or operation, on a site or in a building or facility.
2. Utilities: Installations, either above or below ground, necessary for the production, generation, transmission, delivery, collection, treatments, or storage of water, solid or fluid wastes, stormwater, energy media, gas, electronic or electromagnetic signals, or other services which are precedent to development and use of land.

### 2-24 V

1. Value: The estimated cost to construct or replace a structure in kind, based on current costs.
2. Vehicle: Includes personal vehicles and recreational vehicles.

### 2-25 W

### 2-26 X

### 2-27 Y

1. Yard: A required open space on a lot adjoining a lot line, containing only landscaping or other uses as provided by this Zoning Ordinance.
  - (a) Front Yard: A required yard extending the full width of a lot, between the front lot line and the front setback line.
  - (b) Rear Yard: A required yard extending the full width of a lot, between the rear lot line and the rear setback line.
  - (c) Interior Side Yard: A required yard extending the depth of a lot from the front to rear lot lines, between the interior side lot line and the side setback line.
  - (d) Street Side Yard: On a corner lot, a required yard extending the depth of a lot from the front to rear lot lines, between the street side lot line and the street side setback line.

### 2-28 Z

1. Zoning District: A designated specified land classification, within which all sites are subject to a unified group of use and site development regulations set forth in this Zoning Ordinance.

## CHAPTER 1, ARTICLE 3: USE TYPES

### 3 ARTICLE THREE

#### USE TYPES

##### 3-1 Purpose

Article Three shall be known as the Use Types. The purpose of the Use Types is to establish a classification system for land uses and a consistent set of terms defining uses permitted or conditionally permitted within various zoning districts. The Use Types section also provides a procedure for determining the applicable use type of any activity not clearly within any defined use type.

##### 3-2 Determinations

###### a. Classification of Uses

In the event of any question as to the appropriate use types of any existing or proposed use or activity, the Building Official of the City of Columbus shall have the authority to determine the appropriate use type. A determination of the Building Official may be appealed to the Board of Adjustment. In making such determinations, the Building Official and the Board of Adjustment shall consider the operational and physical characteristics of the use in question and shall consider such characteristics or specific requirements of the use in common with those included as examples of use types. Those examples, when included in use type descriptions, are intended to be illustrative, as opposed to exclusive lists.

###### b. Records

The Building Official shall make all such determinations of appropriate use types in writing. The record of the determination shall contain a report explaining the reasons for the determination.

##### 3-3 Agricultural Use Types

Agricultural use types include the on-site production and sale of plant and animal products by agricultural methods.

###### a. Horticulture

The growing of horticultural and floricultural specialties, such as flowers, shrubs, or trees intended for ornamental or landscaping purposes. This definition may include accessory retail sales under certain conditions. Typical uses include wholesale plant nurseries and greenhouses.

## CHAPTER 1, ARTICLE 3: USE TYPES

### b. Crop Production

The raising and harvesting of tree crops, row crops, or field crops on an agricultural or commercial basis. This definition may include accessory retail sales under certain conditions.

### c. Animal Production

The raising of animals or production of animal products, such as eggs or dairy products on an agricultural or commercial basis on a site which is also used for crop production or where grazing of natural vegetation is the major feed source; or the raising or maintaining of animals for recreational use. Typical uses include grazing, ranching, dairy farming, and poultry farming.

### d. Commercial Feedlots

The use of a site of more than 15,000 square feet for the confined feeding or holding of livestock or poultry which is not normally used for crop production or where grazing of natural vegetation is not the major feed source.

### e. Livestock Sales

Use of a site for the temporary confinement and exchange or sale of livestock. Typical uses include sale barns.

## 3-4 Residential Use Types

Residential use types include uses providing wholly or primarily non-transient living accommodations. They exclude institutional living arrangements providing 24-hour skilled nursing or medical care, forced residence, or therapeutic settings.

### a. Single-Family Residential

The use of a site for one dwelling unit, occupied by one family, excluding a mobile home unit.

A single-family residential use in which one dwelling unit is located on one or more lots, with no physical or structural connection to any other dwelling unit. This includes manufactured homes, as defined in Section 2-16.

b. Two-Family Residential: Any residential use that serves two families, including but not limited to a 2-unit townhome, two detached single family units on a single lot or duplex.

## CHAPTER 1, ARTICLE 3: USE TYPES

- c. Mixed-Use Residential: Attached residential living unit(s) within a building which includes non-residential use types. Example: Downtown apartments,
- d. Multiple-Family Residential: The use of a site for three or more dwelling units within one or more buildings.
- e. Group Residential: The use of a site for a residence by more than four unrelated persons, not defined as a family, on a weekly or longer basis.
- f. Non-Traditional Residential: Attached or Detached residential living units, such as: mobile homes, modular homes, tiny homes, container homes, etc.
- g. Retirement Residential: A building or group of buildings which provide residential facilities for more than four residents of at least fifty-five years of age, or households headed by a householder of at least fifty-five years of age. A retirement residence may provide a range of residential building types, and may also provide support services to residents, including but not limited to food service, general health supervision, medication services, housekeeping services, personal services, recreation facilities, and transportation services. The retirement residence may accommodate food preparation in independent units or meal service in one or more common areas. Retirement residences with more than 100 units may include additional health care supervision or nursing care, provided that the number of beds for such residences shall not exceed 25% of the total number of individual living units.

### 3-5 Office Use Types

Office use types include uses providing for administration, professional services, and allied activities. These uses often invite public clientele but are more limited in external effects than commercial uses.

#### a. General Offices

Use of a site for business, professional, or administrative offices. Typical uses include real estate, insurance, management, travel, or other business offices; organization and association offices; banks or financial offices; or professional offices.

#### b. Medical Offices

## CHAPTER 1, ARTICLE 3: USE TYPES

Use of a site for facilities which provide diagnoses and outpatient care on a routine basis, but which does not provide prolonged, in-house medical or surgical care. Medical offices are operated by doctors, dentists, or similar practitioners licensed for practice in the State of Nebraska.

### 3-6 Civic Use Types

Civic use types include the performance of utility, educational, recreational, cultural, medical, protective, governmental, and other uses.

#### a. Administration

Governmental offices providing administrative, clerical or public contact services that deal directly with the citizen, together with incidental storage and maintenance of necessary vehicles. Typical uses include federal, state, county, and city offices.

#### b. Cemetery

Land used or intended to be used for the burial of the dead and dedicated for cemetery purposes, including columbariums, crematoria, mausoleums, and mortuaries when operated in conjunction with and within the boundary of such cemetery.

#### c. Clubs

Uses providing meeting, recreational, or social facilities for a private, non-profit or non-commercial association, primarily for use by members and guests.

#### d. College and University Facilities

An educational institution of higher learning which offers a course of study designed to culminate in the issuance of a degree certified by a generally recognized accrediting organization.

#### e. Convalescent Services

A use providing bed care and in-patient services for persons requiring regular medical attention but excluding a facility providing surgical or emergency medical services and excluding a facility providing care for alcoholism, drug addiction, mental disease, or communicable disease.

#### f. Cultural Services

## CHAPTER 1, ARTICLE 3: USE TYPES

A library, museum, or similar registered non-profit organizational use displaying, preserving and exhibiting objects of community and cultural interest in one or more of the arts and sciences.

g. Day Care Services (Limited)

A facility, or use of a building or portion thereof, for day care of twelve (12) or less individuals and licensed by the State of Nebraska as a family child care home may be established and operated in any residential zone within the exercised zoning jurisdiction. This term includes nursery schools, preschools, day care centers for children or adults, and similar uses but excludes public and private primary and secondary educational facilities.

h. Day Care Services (General)

A facility licensed by the State of Nebraska, or use of a building or portion thereof, for day care of more than twelve (12) individuals. This term includes nursery schools, preschools, day care centers for children or adults, and similar uses but excludes public and private primary and secondary educational facilities and non-commercial day shelters.

i. Detention Facilities

A publicly operated or contracted use providing housing and care for individuals legally confined, designed to isolate those individuals from the community; or supervision while under program alternative to imprisonment, including but not limited to pre-release, work-release, and probationary programs.

j. Emergency Residential

A facility or use of a building to provide a protective sanctuary for victims of crime or abuse, including emergency housing during crisis intervention for victims of rape, abuse, or physical beatings.

k. Group Care Facility

A facility licensed or approved by the State of Nebraska or other appropriate agency, which provides for the care and short or long-term, continuous multi-day/night occupancy of more than four unrelated persons who require and receive therapy or counseling on site as part of an organized and therapeutic ongoing program for any of the purposes listed below. Such facilities shall exclude those uses defined as group homes. Group Care Facilities include facilities which provide for the following:

## CHAPTER 1, ARTICLE 3: USE TYPES

1. Adaptation to living with, or rehabilitation from, the handicaps of physical disability;
2. Adaptation to living with, or rehabilitation from, the handicaps of emotional or mental disorder, or of intellectual disability if such facility has an overnight occupancy of more than eight persons;
3. Rehabilitation from the effects of drug or alcohol abuse.

### l. Group Home

A facility licensed by the State of Nebraska in which at least four but no more than eight persons, not including resident managers or house parents, who are unrelated by blood, marriage, or adoption reside while receiving therapy, training, or counseling for the purpose of adaptation to living with or rehabilitation from cerebral palsy, autism, or intellectual disability.

### m. Guidance Services

A use providing counseling, guidance, recuperative, or similar services to persons requiring rehabilitation assistance as a result of mental illness, alcoholism, detention, drug addiction, or similar condition on a daytime care basis.

### n. Health Care

A facility providing medical, psychiatric, or surgical service for sick or injured persons exclusively on an out-patient basis including emergency treatment, diagnostic services, training, administration and services to out-patients, employees, or visitors.

### o. Hospital

A facility providing medical, psychiatric, or surgical service for sick or injured persons including on an in-patient basis, including, but not limited to emergency treatment, air medical services, diagnostic services, training, administration, and services to patients, employees, or visitors.

### p. Maintenance Facilities

A public facility supporting maintenance, repair, vehicular or equipment servicing, material storage, and similar activities including street or utility yards, equipment service centers, and similar uses having characteristics of commercial services or contracting or industrial activities.

## CHAPTER 1, ARTICLE 3: USE TYPES

### q. Non-Commercial Shelters

Facilities which are operated by non-profit organizations and which provide emergency or temporary services and accommodations for people who lack access to permanent housing.

Non-commercial shelters may provide accommodations on a daytime and/or overnight basis. Typical uses include urban missions and shelters for homeless people.

### r. Park and Recreation Services

Publicly-owned and operated parks, playgrounds, recreation facilities, and open spaces.

### s. Postal Facilities

Postal services, including post offices, bulk mail processing or sorting centers. Does not include distribution or shipping

### t. Primary Educational Facilities

A public, private, or parochial school offering instruction at the elementary school level in the branches of learning study required to be taught in schools within the State of Nebraska.

### u. Public Assembly

Facilities owned and operated by a public agency or a charitable non-profit organization accommodating major public assembly for recreation, sports, amusement, or entertainment purposes. Typical uses include civic or community auditoriums, sports stadiums, convention facilities, fairgrounds, incidental sales, and exhibition facilities.

### v. Religious Assembly

A use located in a permanent building and providing regular organized religious worship and religious education incidental thereto but excluding private primary or private secondary educational facilities, community recreational facilities, day-care facilities, and incidental parking facilities. A property tax exemption obtained pursuant to Property Tax Code of the State of Nebraska shall constitute *prima facie* evidence of religious assembly use.

### w. Safety Services

## CHAPTER 1, ARTICLE 3: USE TYPES

Facilities for conduct of public safety and emergency services including police and fire protection services and emergency medical and ambulance services.

x. Secondary Educational Facilities

A public, private, or parochial school offering instruction at the junior high or high school level in the branches of learning and study required to be taught in the schools of the State of Nebraska.

y. Storm Water Treatment Facilities

Drainage and Detention Facilities required at the time of development, such as ditches, wetlands, ponds or similar facilities utilized or constructed to meet requirements established by the City's Storm Water Management Plan.

z. Utilities

Any above ground structures or facilities, , used for the production, generation, transmission, delivery, collection or storage of water, sewage, electricity, gas, oil, energy media, communications, electronic or electromagnetic signals, or other services which are precedent to development and/or use of land.

### 3-7 Commercial Use Types

Commercial uses include the sale, rental, service, and distribution of goods; and the provision of services other than those classified under other use types.

a. Agricultural Sales and Service

Establishments or places of business engaged in sale from the premises of feed, grain, fertilizers, farm equipment, pesticides and similar goods or in the provision of agriculturally-related services with incidental storage on lots other than where the service is rendered. Typical uses include garden or tree nurseries, farm implement dealerships, feed and grain stores, and tree service firms.

## CHAPTER 1, ARTICLE 3: USE TYPES

### b. Automotive and Equipment Services

Establishments or places of business primarily engaged in sale and/or service of automobiles, trucks, or heavy equipment. The following are considered automotive and equipment use types:

1. **Automotive Rental and Sales:** Sale or rental of automobiles, noncommercial trucks, motorcycles, motor homes, recreational vehicles or boats, including incidental storage, maintenance, and servicing. Typical uses include new and used car dealerships; motorcycle dealerships; and boat, trailer, and recreational vehicle dealerships.
2. **Auto Services:** Provision of fuel, lubricants, parts and accessories, and incidental services to motor vehicles; and washing and cleaning and/or repair of automobiles, non-commercial trucks, motorcycles, motor homes, recreational vehicles, or boats, including the sale, installation, and servicing of equipment and parts. Typical uses include service stations, car washes, muffler shops, auto repair garages, tire sales and installation, wheel and brake shops, and similar repair and service activities but exclude dismantling, salvage, or body and fender repair services.
3. **Body Repair:** Repair, painting, or refinishing of the body, fender, or frame of automobiles, trucks, motorcycles, motor homes, recreational vehicles, boats, tractors, construction equipment, agricultural implements, and similar vehicles or equipment. Typical uses include body and fender shops, painting shops, and other similar repair or refinishing garages.
4. **Equipment Rental and Sales:** Sale or rental of trucks, tractors, construction equipment, agricultural implements, mobile homes, and similar heavy equipment, including incidental storage, maintenance, and servicing. Typical uses include truck dealerships, construction equipment dealerships, and mobile home sales establishments.
5. **Equipment Repair Services:** Repair of trucks, tractors, construction equipment, agricultural implements, and similar heavy equipment. Typical uses include truck repair garages, tractor and farm implement repair services, and machine shops, but exclude dismantling, salvage, or body and fender repair services.
6. **Vehicle Storage:** Long-term storage of operating or non-operating vehicles. Typical uses include storage of private parking towaways or impound yards but exclude dismantling or salvage.

### c. Bed and Breakfast

A lodging service that provides overnight or short-term accommodations to guests or visitors, usually including provision of breakfast. Bed and breakfasts are usually located in large residential structures that have been adapted for this use. For the purpose of this definition bed and breakfasts are always owned and operated by the resident owner or resident manager of the structure, include no more than eight (8) units, and accommodate each guest or visitor for no more than seven(7) consecutive days during any one (1) month.

## CHAPTER 1, ARTICLE 3: USE TYPES

### d. Business Support Services

Establishments or places of business primarily engaged in the sale, rental or repair of equipment, supplies and materials or the provision of services used by office, professional and service establishments to the firms themselves but excluding automotive, construction and farm equipment; or engaged in the provision of maintenance or custodial services to businesses. Typical uses include office equipment and supply firms, small business machine repair shops or hotel equipment and supply firms, janitorial services, photography studios, and convenience printing and copying.

### e. Business or Trade Schools

A use providing education or training in business, commerce, language, or other similar activity or occupational pursuit, and not otherwise defined as a home occupation, college or university, or public or private educational facility.

### f. Campground

Facilities providing camping or parking areas and incidental services for recreational use for travelers in recreational vehicles or tents for 30 consecutive days or less. No permanent features, such as skirting, permanent hookup, etc., are allowed. .

### g. Cocktail Lounge

A use engaged in the preparation and retail sale of alcoholic beverages for consumption on the premises, including taverns, bars, cocktail lounges, and similar uses other than a restaurant.

### h. Commercial Recreation

Private businesses or organizations, which may or may not be commercial in nature, primarily engaged in the provision of sports, entertainment, or recreation for participants and/or spectators. Typical uses include sports and recreation facilities, driving ranges, theaters, private dance halls, or private skating facilities.

### i. Communications Services

Establishments primarily engaged in the provision of broadcasting and other services necessary to relay information, accomplished through the use of electronic and telephonic mechanisms but excludes those classified as Utilities. Typical uses include television studios, telecommunication service centers, or film, broadcasting and sound recording facilities.

## CHAPTER 1, ARTICLE 3: USE TYPES

### j. Construction Sales and Service

Establishments or places of business primarily engaged in the retail or wholesale sale, from the premises, of materials or services used in the construction of buildings. This use type excludes those uses classified under Automotive and Equipment Services. Typical uses include building materials sales; tool and equipment rental or sales; and electrical, plumbing, and mechanical contractors.

### k. Convenience Storage

Storage services for goods within enclosed storage areas having individual access but excluding use of such areas as workshops, hobby shops, manufacturing, or commercial activity. Typical uses include mini-warehousing.

### l. Crematory

A building or portion of a building which contains a cremation chamber and holding facility pursuant to the Cremation of Human Remains Act, Neb. Rev. Stat. §§71-1355 to 71-1385 along with cremation services as authorized thereunder.

### m. Food Sales

Establishments or places of business primarily engaged in the retail sale of food or household products. Typical uses include groceries, delicatessens, meat markets, retail bakeries, and candy shops.

1. Limited Food Sales: Establishments occupying facilities of 10,000 square feet or less; and characterized by sales of specialty foods or a limited variety of general items. Typical uses include convenience stores, delicatessens, meat markets, retail bakeries, candy shops, and small grocery stores.
2. General Food Sales: Establishments selling a wide variety of food commodities, using facilities larger than 10,000 square feet or food sales uses of any size that include the accessory sale of fuel for motor vehicles. Typical uses include supermarkets and convenience stores.

### n. Funeral Services

Establishments engaged in undertaking services such as preparing the human dead for burial (excluding crematory services), arranging and managing funerals. Typical uses include funeral homes or mortuaries.

## CHAPTER 1, ARTICLE 3: USE TYPES

### o. Gaming Facilities

Establishments engaged in the lawful, on-site operation of games of chance that involve the risk of money for financial gain by patrons. Gaming facilities may include the accessory sale of liquor and food, pursuant to licensing regulations of the City of Columbus and the State of Nebraska.

### p. General Retail Services

Sale or rental with incidental service of commonly-used goods and merchandise for personal or household use but excludes those classified more specifically by these use type classifications. Typical uses include department stores, apparel stores, furniture stores, or establishments providing the following products or services:

automated banking machines, appliance repair shops, watch or jewelry repair shops, or musical instrument repair shops. Household cleaning and maintenance products; drugs, cards, stationery, notions, books, tobacco products, cosmetics, and specialty items; flowers, plants, hobby materials, toys, and handcrafted items; apparel, jewelry, fabrics and like items; cameras, photography services, household electronic equipment, records, sporting equipment, kitchen utensils, home furnishing and appliances, art supplies and framing, arts and antiques, paint and wallpaper, hardware, carpeting and floor covering; interior decorating services; office supplies; mail order or catalog sales; bicycles; and automotive parts and accessories (excluding service and installation).

### q. Kennels

Boarding and care services for dogs, cats, and similar small mammals or small birds used as pets; or any premises on which four or more animals included under this definition over six months of age are kept and maintained. Typical uses include boarding kennels, pet motels, or dog training centers.

### r. Laundry Services

Establishments primarily engaged in the provision of laundering, cleaning or dyeing services other than those classified as Personal Services. Typical uses include bulk laundry, cleaning, and linen supply services.

### s. Liquor Sales

Establishments or places of business engaged in retail sale for off-premise consumption of alcoholic beverages. Typical uses include liquor stores, bottle shops, or any licensed sales of liquor, beer or wine for off-site consumption.

## CHAPTER 1, ARTICLE 3: USE TYPES

### t. Lodging

Lodging services involving the provision of room and/or board. Typical uses include hotels and motels. Also includes other rental housing such as Air Bed and Breakfast, Vacation Rental By Owner and other similar uses.

### u. Personal Improvement Services

Establishments primarily engaged in the provision of informational, instructional, personal improvements and similar services of a non-professional nature. Typical uses include driving schools, health or physical fitness studios, reducing salons, dance studios, handicraft and hobby instruction.

### v. Personal Services

Establishments or places of business primarily engaged in the provision of services of a personal nature. Typical uses include beauty and barber shops; seamstress, tailor, or shoe repair shops; photography studios; or dry cleaning stations serving individuals and households; driving schools; health or physical fitness studios; reducing salons; dance studios; handicraft and hobby instruction.

### w. Pet Services

Retail sales, incidental pet health services, and grooming and boarding, when primarily within a building, of dogs, cats, birds, fish, and similar small animals customarily used as household pets. Typical uses include pet stores, small animal clinics, dog bathing and clipping salons, and pet grooming shops, but exclude uses for livestock and large animals.

### x. Research Services

Establishments primarily engaged in research of an industrial or scientific nature. Typical uses include electronics research laboratories, space research and development firms, testing laboratories, or pharmaceutical research labs.

### y. Restaurants

A use engaged in the preparation and retail sale of food and beverages, including the sale of alcoholic beverages when conducted as a secondary feature of the use, producing less than 50 percent of the establishment's gross income.

## CHAPTER 1, ARTICLE 3: USE TYPES

1. Restaurant (Drive-in or Fast Food): An establishment which principally supplies food and beverages in disposable containers and is characterized by high automobile accessibility and on-site accommodations, self-service, and short stays by customers.
2. Restaurant (General): An establishment characterized by table service to customers and/or accommodation to walk-in clientele. Typical uses include cafes, coffee shops, and restaurants.

### z. Sexually Oriented Business

An adult arcade, adult bookstore or adult video store, adult cabaret, adult motel, adult motion-picture theater, adult theater, escort agency, nude model studio or sexual encounter center; all as further defined in Article 14.

### aa. Stables

Boarding, breeding or raising of horses, llamas, or other hooved animals which are not owned by the occupants of the premises; or for the purpose of riding animals included in this definition by members of the public other than the occupants of the premises or their non-paying guests. Typical uses include boarding stables and public stables.

### bb. Surplus Sales

Businesses engaged in the sale of used or new items, involving regular, periodic outdoor display of merchandise for sale. Typical uses include flea markets, factory outlets and discount businesses with outdoor display.

### cc. Vehicle Storage

The use of a site for the medium- to long-term storage of vehicles which are either operable or may be made operable with reasonable repairs. Typical uses include auto storage lots, impound lots, or repair yards.

### dd. Veterinary Services

Veterinary services and hospitals for animals. Typical uses include pet clinics, pet cemeteries and crematories, and veterinary hospitals for all animals.

## CHAPTER 1, ARTICLE 3: USE TYPES

### 3-8 Parking Use Types

#### a. Off-Street Parking

Parking use types include surface parking of motor vehicles on a temporary basis within a privately or publicly owned off-street parking facility.

#### b. Parking Structure

The use of a site for a multi-level building which provides for the parking of motor vehicles on a temporary basis, other than as an accessory to a principal use on the same site.

### 3-9 Industrial Use Types

Industrial use types include the on-site extraction or production of goods by non-agricultural methods, and the storage and distribution of products.

#### a. Construction Yards

Establishments housing facilities of businesses primarily engaged in construction activities, including incidental storage of materials and equipment on lots other than construction sites.

Typical uses are building contractor's yards.

#### b. Custom Manufacturing

Establishments primarily engaged in the on-site production of goods by hand manufacturing, within enclosed structures, involving:

1. The use of hand tools, or
2. The use of domestic mechanical equipment not exceeding 2 horsepower, or
3. A single kiln not exceeding 8 KW or equivalent.

This category also includes the incidental direct sale to consumers of only those goods produced on site. Typical uses include ceramic studios, custom jewelry manufacturing, candle making shops, 3D Printing.

## CHAPTER 1, ARTICLE 3: USE TYPES

### c. Light Industry

Establishments engaged in the manufacture or processing of finished products from previously prepared materials, including processing, fabrication, assembly, treatment, and packaging of such products, and incidental storage, sales, and distribution. These establishments are characterized by having no major external environmental effects across property lines and include no unscreened or unenclosed outdoor storage. Typical uses include commercial bakeries, dressed beef processing plants, soft drink bottling, apparel assembly from fabrics, electronics, manufacturing, print shops, and publishing houses.

### d. General Industry

Enterprises engaged in the processing, manufacturing, compounding, assembly, packaging, treatment, or fabrication of materials and products from prepared materials or from raw materials without noticeable noise, odor, vibration, or air pollution effects across property lines.

### e. Heavy Industry

Enterprises involved in the basic processing and manufacturing of products, predominately from raw materials, with noticeable noise, odor, vibration, or air pollution effects across property lines; or a use or process engaged in the storage of or processes involving potentially or actually hazardous, explosive, flammable, radioactive, or other commonly recognized hazardous materials; except for those uses defined as Agricultural Industries.

### f. Recycling Collection

Any site which is used in whole or part for the receiving or collection of any post-consumer, non-durable goods including, but not limited to glass, plastic, paper, cardboard, aluminum, tin, or other recyclable commodities.

### g. Recycling Processing

Any site which is used for the processing of any post-consumer, non-durable goods including, but not limited to glass, plastic, paper, cardboard, aluminum, tin, or other recyclable commodities.

### h. Resource Extraction

A use involving on-site extraction of surface or subsurface mineral products or natural resources, including the removal of dirt, but excluding the grading of dirt. Typical uses are quarries, borrow pits, sand and gravel operations, and mining.

## CHAPTER 1, ARTICLE 3: USE TYPES

### i. Salvage Services

Places of business primarily engaged in the storage, sale, dismantling, or other processing of used or waste materials which are not intended for reuse in their original forms. Typical uses include automotive wrecking yards, junk yards, or paper salvage yards.

### j. Warehousing

Uses including open air storage, distribution, and handling of goods and materials. Typical uses include monument yards, grain elevators, or open storage.

## 3-10 Transportation Use Types

Transportation use types include the use of land for the purpose of providing facilities supporting the movement of passengers and freight from one point to another.

### a. Aviation Facilities

Landing fields, aircraft parking and service facilities, and related facilities for operation, service, fueling, repair, storage, charter, sales, and rental of aircraft, and including activities directly associated with the operation and maintenance of airport facilities and the provision of safety and security.

### b. Railroad Facilities

Railroad yards, equipment servicing facilities, and terminal facilities.

### c. Transportation Terminal

A facility for the loading, unloading, and interchange of passengers, baggage, and incidental freight or package express, including bus terminals, railroad stations, and public transit facilities.

### d. Truck Terminal

A facility for the receipt, transfer, short term storage, and dispatching of goods transported by truck.

## CHAPTER 1, ARTICLE 3: USE TYPES

### 3-11 Miscellaneous Type Uses

#### a. Major Alternative Energy Production Devices

The use of a site for the production of energy utilizing methods that do not involve the oxidation, combustion, or fission of primary materials. Typical uses include ground mounted solar collector fields, geothermal energy installations serving more than one property, or water-powered mills or generating facilities.

#### Minor Alternative Energy Production Devices

The use of a site for the production of energy utilizing methods that do not involve the oxidation, combustion, or fission of primary materials. Typical uses include roof mounted solar collector units, geothermal energy installations serving a single property, or other alternative energy production devices that are minimally obtrusive for single property use.

#### b. Broadcasting/Receiving Tower

Any structure that is designed and constructed primarily for the purpose of supporting one or more antennas for telephone, radio and similar communication purposes, including self-supporting lattice towers, guyed towers or monopole towers. The term includes radio and television transmission towers, microwave towers, common-carrier towers, cellular telephone towers, alternative tower structures and the like. The term includes the structure and any support thereto.

#### c. Construction Batch Plant

A permanent or temporary demountable facility used for the manufacturing of concrete, asphalt, or other paving materials intended for specific construction projects.

#### d. Wind Energy Conservation System (WECS)

Any device which converts wind energy to a form of usable energy, including wind charges, windmills, or wind turbines.

#### e. Landfill (Non-Putrescible Solid Waste Disposal)

The use of a site as a depository for solid wastes that do not readily undergo chemical or biological breakdown under conditions normally associated with land disposal operations. Typical disposal material would include ashes, concrete, paving wastes, rock, brick, lumber, roofing materials, and ceramic tile.

## CHAPTER 1, ARTICLE 3: USE TYPES

f. Landfill (Putrescible and Non-Putrescible Solid Waste Disposal)

The use of a site as a depository for any solid waste except hazardous and toxic waste as defined by the Federal Environmental Protection Agency and/or the State of Nebraska. Typical disposal material would include non-putrescible wastes; and putrescible wastes such as vegetation, tree parts, agricultural wastes (garbage), and manure.

# CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS

## 4 ARTICLE FOUR

### ZONING DISTRICT REGULATIONS

#### 4-1 Purpose

Article Four presents the Zoning District Regulations. Zoning Districts are established in the Zoning Ordinance to promote compatible land use patterns and to establish site development regulations appropriate to the purposes and specific nature of each district.

#### 4-2 Establishment of Districts

The following base districts and overlay districts are hereby established. Table 4-1 displays the purposes of these districts.

#### BASE DISTRICTS

Map Code	District Name
AG	Agricultural District
RR	Rural Residential District
R-1	Single-Family Residential District
R-2	Two-Family Residential District
R-3	Multiple-Family Residential District
NTR	Non-Traditional Residential District
O	Office District
LC	Limited Commercial District
UC	Urban Commercial District
B-1	Central Business District
B-2	General Commercial District
ML/C-1	Light Industrial District
MH	General Industrial District

# CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS

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## OVERLAY DISTRICTS

Map Code	District Name
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FP/FW	Flood Plain/ Floodway Overlay District
PUD	Planned Unit Development Overlay District
HD	Historic District
ED	Environmental Resources District
A	Agricultural Overlay District

### **4-3 Application of Districts**

A base district designation shall apply to each lot or site within the city and its planning jurisdiction. A site must be in one base district.

The Flood Plain/Floodway, Planned Unit Development, Historic, and Environmental Resources Overlay Districts may be applied to any lot or site or any portion thereof, in addition to a base district designation. The Agricultural Overlay District may be utilized only in combination with the RR or R-1 zoning districts.

### **4-4 Hierarchy**

References in the Zoning Ordinance to less intensive or more intensive districts shall be deemed to refer to those agricultural, residential, commercial, and industrial base zoning districts established in Section 4-2, and shall represent a progression from the AG Agricultural District as the least intensive to the MH General Industrial District as the most intensive. The Overlay Districts shall not be included in this reference.

### **4-5 Development Regulations**

The Development Regulations for each zoning district are set forth in Tables 4-2 and 4-3. Table 4-2 presents the uses permitted in each zoning district. Table 4-3 presents the Site Development Regulations for each zoning district.

Supplemental Regulations may affect specific land uses or development regulations in each zoning district. The applicable Supplemental Regulations are noted in Table 4-2.

## CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS

### 4-6 Zoning Map

#### a. Adoption of Zoning Map

Boundaries of zoning districts established by this Zoning Ordinance shall be shown on the Zoning Map maintained by the City Engineer. This map, together with all legends, references, symbols, boundaries, and other information, shall be adopted as a part of, and concurrent with this Ordinance.

#### b. Changes to the Zoning Map

The Zoning Map may be changed from time to time by ordinance, following the procedure set forth by Article Twelve. Such changes shall be reflected on the Zoning Map. The City Clerk and Engineer shall keep a complete record of all changes to the Zoning Map.

### 4-7 Interpretation of District Boundaries

The following rules shall apply in determining the boundaries of any zoning district shown on the Zoning Map.

- a. Where district boundaries are indicated as approximately following lot lines, such lot lines shall be considered the district boundaries.
- b. Where district boundaries are indicated as within street or alley, railroad, or other identifiable rights-of-way, the centerline of such rights-of-way shall be considered the district boundary.
- c. Where a district boundary divides a property, the location of the boundary shall be determined by the use of the scale appearing on the Zoning Map if no legal description is available from the zoning action.
- d. The City Council shall determine any other uncertainty regarding district boundaries not covered in this section.

### 4-8 Vacation of Streets and Alleys

Whenever a public street or alley is vacated, the zoning district adjoining each side of such right-of-way shall be extended out to the former centerline.

## CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS

**Table 4-1: Purposes of Zoning Districts**

<b>Symbol</b>	<b>Title</b>	<b>Purpose</b>
AG	Agricultural District	The AG District provides for and preserves the agricultural and rural use of land, while accommodating very low density residential development generally associated with agricultural uses. The district is designed to maintain complete agricultural uses within the Columbus extraterritorial jurisdiction.
RR	Rural Residential	This district provides for very low density residential environments, accommodating developments that merge urban living with rural life and institutions which require a residential environment. It permits limited agricultural uses within these settings. The district's regulations assure that density is consistent with the carrying capacity of infrastructure.
R-1	Single-Family Residential	This district is intended to provide for low-density residential neighborhoods, characterized by single-family dwellings on large lots with supporting community facilities. Its regulations are intended to minimize traffic congestion and to assure that density is consistent with the carrying capacity of infrastructure.
R-2	Two-Family Residential	This district is intended to provide for medium-density residential neighborhoods, characterized by single-family dwellings and duplexes and two unit townhomes on small to moderately-sized lots with supporting community facilities. It provides special regulations to encourage innovative forms of housing development. It adapts to both established and developing neighborhoods, as well as transitional areas between single-family and multi-family neighborhoods. Its regulations are intended to minimize traffic congestion and to assure that density is consistent with the carrying capacity of infrastructure.
R-3	Multiple-Family Residential	This district is intended to provide locations for a variety of housing types, including multiple-family housing, with supporting and appropriate community facilities. The district integrates some appropriate non-residential uses by special use permit in order to develop fully urban, mixed use neighborhoods.
NTR	Non-Traditional Residential	This district recognizes that non-traditional residential development, properly planned, can provide important opportunities for affordable housing. It provides opportunities for mobile home, tiny home and similar developments within planned parks or subdivisions, along with the supporting services necessary to create quality residential neighborhoods.

## CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS

**Table 4-1: Purposes of Zoning Districts**

<b>Symbol</b>	<b>Title</b>	<b>Purpose</b>
O	Office District	This district reserves appropriately located area for office development and distinguishes office uses from other, more intensive commercial activities and to provide suitable office environments in the city. The office district is also designed to permit a mixture of uses that are compatible with office development and to facilitate planning for traffic generation.
LC	Limited Commercial	This district provides for neighborhood shopping facilities which serve the needs of residents of surrounding residential communities. The commercial and office uses permitted are generally compatible with nearby residential areas. Development regulations are designed to ensure compatibility in size, scale, and landscaping with nearby residences.
UC	Urban Commercial	This district is intended to address the special needs of mixed use neighborhoods that combine residential areas with nearby or adjacent office and commercial development. It permits uses that are mutually compatible. These districts are generally adjacent to major community arterials and, in some cases, include the use of residential properties for office and commercial purposes. The district's regulations recognize the urban and pedestrian character of these environments.
B-1	Central Business District	This district is intended to provide appropriate development regulations for Downtown Columbus. Mixed uses are encouraged within the B-1 District. The grouping of uses is designed to strengthen Downtown's role as a center for trade, service, and civic life.
B-2	General Commercial	This district provides for a variety of commercial, office, and service uses and is adapted to Columbus' largest commercial districts outside of Downtown. Uses and developments in the B-2 District may develop substantial traffic, creating potential land use conflict with adjacent residential neighborhoods. This district is most appropriate along arterials or in areas that can be well buffered from residential districts.
ML/C-1	Light Industrial District	This district is intended to reserve sites appropriate for the location of industrial uses with relatively limited environmental effects. The district is designed to provide appropriate space and regulations to encourage good quality industrial development, while assuring that facilities are served with adequate parking and loading facilities.
MH	General Industrial District	This district is intended to accommodate a wide variety of industrial uses, some of which may have significant external effects. These uses may have operating characteristics that create conflicts with lower-intensity surrounding land uses. The district provides the reservation of land for these activities and includes buffering requirements to reduce incompatibility.

## CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS

**Table 4-2: Permitted Uses by Zoning District**

P = Uses permitted by Right    S = Uses permitted by Special Permit

Use Types	AG	RR	R-1	R-2	R-3	NTR	O	LC	UC	B-1	B-2	ML/ C-1	MH	Supple- mentary Regulation
<b>Agricultural Uses</b>														
Horticulture	P	P												6-2(a)
Crop Production	P	P												6-2(a)
Animal Production	P	S												6-8(a) (6)
Commercial Feedlots	S													6-2(b)
Livestock Sales	P												S	
<b>Residential Uses</b>														
Single-Family Detached	P	P	P	P	P	P	S	S	P	S	S			
Duplex				P	P		P	S	P	S	S			
Two Family				P	P		P	S	P	S	S			6-3(a)
Townhouse				P	P		P	S	P	S	S			6-3(b)
Mixed-Use Residential							P	S	P	P*	P*			
Multiple-Family					P		P	S	P	P	P			6-3(e)
Group Residential					S		P	P	P	P				6-3(e)
Non-Traditional Residential						P								
Retirement Residential				S	P		P	S	P	P	S			
* Only above street level														

## CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS

**Table 4-2: Permitted Uses by Zoning District**

P = Uses permitted by Right    S = Uses permitted by Special Permit

Use Types	AG	RR	R-1	R-2	R-3	NTR	O	LC	UC	B-1	B-2	ML/C-1	MH	Supplementary Regulation
<b>Civic Uses</b>														
Administration		S					P	P	P	P	P	P	P	
Cemetery	P	P	S		S									
Clubs	S	S	S	S	S	S	P	P	P	P	P			6-4(a)
College / University		S	S	S	P	S	S	P	P		P			
Convalescent Services					P		P	P	P					
Cultural Services		P	P	P	P	P	P	P	P	P	P	P		
Day Care (Limited)	P	P	P	P	P	P	P	P	P	P	P	S		
Day Care (General)		S/P*	S/P*	S/P*	P	S/P	P	P	P	P	P	S	S	6-4(b)
Detention Facilities	S									S	S	S		
Emergency Residential	P	P	P	P	P	P	P	P	P	P	S	S		
Group Care Facility	S	S	S	S	S	S	P	P	P	P	P	S		6-4(c)
Group Home	P	P	P	P	P	P	P	P	P	P	P			6-4(c)
Guidance Services					P		P	P	P	P	P	P	P	6-8(b)
Hospitals					S		P	S	S	S	P			
Health Care	S				P		P	P	P	P	P	P	P	6-8(b)
Maintenance Facilities	S	S									P	P	P	
Non-commercial Shelters										S	S		S	
Park and Recreation	P	P	P	P	P	P	P	P	P	P	P	P	P	
Postal Facilities					S		P	P	P	P	P	P	P	
Primary Education		P	P	P	P	P	S	P	P	P	S			
Public Assembly							S	S	S	P	P			
Religious Assembly	P	P	P	P	P	P	P	P	P	P	P	P	S	
Safety Services	P	P	P	P	P	P	P	P	P	P	P	P	P	

## CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS

Secondary Education		S	S	S	P	S	S	S	S	S	S			
Stormwater Treatment Facility	P	P	P	P	P	P	P	P	P	P	P	P	P	
Utilities	P	P	P	P	P	P	P	P	P	P	P	P	P	

S/P\* - P\* is hereby defined as permitted if in compliance with Neb. Rev. Stat. § 43-2616. Neb. Rev. Stat. § 43-2616 provides that any family child care home licensed by the Department of Health and Human Services pursuant to Neb. Rev. Stat.

§ 71-1911 or by the City or County pursuant to Neb. Rev. Stat.

§ 71-1914(2) may be established and operated in any residential zone within the exercised zoning jurisdiction.

**Table 4-2: Permitted Uses by Zoning District**

P = Uses permitted by Right      S = Uses permitted by Special Permit

Use Types	AG	RR	R-1	R-2	R-3	NTR	O	LC	UC	B-1	B-2	ML/C-1	MH	Supplementary Regulation
<b>Office Uses</b>														
General Offices					S		P	P	P	P	P	P	P	
Medical Offices							P	S	P	P	P	P		
<b>Commercial Uses</b>														
Agricultural Sales/Service	S										P	P	P	
Automotive Rental/Sales										P	P	S		
Auto Services								S	S	P	P	P	P	6-5(a), 6-5(b)
Body Repair											S	P	P	6-5(a)
Crematory											S	S	P	6-5(f)
Equipment Rental/Sales										S	P	P	P	
Equipment Repair											P	P	P	6-5(a)
Vehicle Storage											S	P	P	
Bed & Breakfast			S	S	P		P	P	P	P	P			6-5(c)
Business Support Services							P	P	P	P	P	P	P	
Business/Trade Schools							S			P	P	P		
Camp Ground	P	S									S			6-5(d)

## CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS

Cocktail Lounge									P	P	S		
Commercial Recreation	S							S	P	P	P		
Communication Services						S	P	P	P	P	P	P	
Construction Sales and Service									P	P	P	P	
Consumer Services						S	P	P	P	P	P		
Convenience Storage	S	S								S	P	P	6-5(e)
Food Sales (Limited)				S			P	P	P	P	S		
Food Sales (General)							S	P	P	P	S		
Funeral Services						P	P	P	P	P			
General Retail Services						S	P	P	P	P	S		
Kennels	P	S								S	P		
Laundry Services									S	P	P	P	
Liquor Sales		S							P	P	S		
Lodging				S		S	S	P	P	P			

## CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS

**Table 4-2: Permitted Uses by Zoning District**

P = Uses permitted by Right    S = Uses permitted by Special Permit

Use Types	AG	RR	R-1	R-2	R-3	NTR	O	LC	UC	B-1	B-2	ML/C-1	MH	Supplementary Regulation
<b>Commercial Uses</b>														
Personal Services					S		P	P	P	P	P	P		
Pet Services								P	P	P	P	P		
Research Services	S							P	P	P	P	P		
Restaurants (Drive-In)									S		P	S		
Restaurants (General)							P	P	P	P	P	S		
Sexually Oriented Business												S		6-5(g)
Stables	P	S												
Surplus Sales										P	P	P	P	
Veterinary Services	S	S									P	P		
Gaming Facility										P	P			
<b>Parking Uses</b>														
Off-Street Parking			*S	*S	*S		S	S	S	P	P	P	P	Article 9
Parking Structure							S			P	P	P		

\*Off-Street Parking in the R-1, R-2 and R-3 Zoning Districts must be in conjunction with Use Types permitted by right and/or in conjunction with Non-Parking Use Types that have been approved by a Special Use Permit.

## CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS

**Table 4-2: Permitted Uses by Zoning District**

P = Uses permitted by Right    S = Uses permitted by Special Permit

Use Types	AG	RR	R-1	R-2	R-3	NTR	O	LC	UC	B-1	B-2	ML/ C-1	MH	Supple- mentary Regulation
<b>Industrial Uses</b>														
Custom Manufacturing									P	P	P	P	P	
Light Industry										S	S	P	P	
General Industry												P	P	
Heavy Industry													P	
Resource Extraction	S	S											P	6-6(a)
Salvage Services													P	6-6(b)
Warehousing												P	P	
Construction Yards												P	P	
Recycling Collection											P	P	P	
Recycling Processing												P	P	
<b>Transportation Uses</b>														
Aviation	P												P	
Railroad Facilities										S	S	P	P	
Truck Terminal												P		
Transportation Terminal	S									P	P	P	P	
<b>Miscellaneous Uses</b>														
Broadcasting Tower	*S	*S	*S	*S	*S	*S		*S	*S		*S	*S	*S	
Construction Batch Plant	**S	**S										**S	P	
WECS (Wind Energy Conservation System)	P	P			S			S	S		S	P	P	
Landfill (Non-Putrescible)	S												S	

## CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS

Landfill (Putrescible)	S											S	
Major Alternative Energy Production Devices	P	P	S	S	S	S		S	S		S	P	P
Minor Alternative Energy Production Devices	P	P	P	P	P	P	P	P	P	P	P	P	P

\* See Chapter 13 of the Zoning Code. Towers permitted under Section 5 of Chapter 13 or towers that are eligible for administrative approval under Section 6 of Chapter 13 are exempt from the Special Use Permit requirement. For all other towers, Special Use Permits shall be governed by Chapter 13 of the Zoning Code and, particularly, the procedures and criteria set forth in Section 7 thereof.

**\*\* Temporary Construction Batch Plants Only.**

- Table 4-3(a): Site Development Regulations**

Regulator	AG	RR	R-1	R-2	R-3
<b>Minimum Lot Area (square feet)</b>	10 acres	1 acre	5,500	4,840/ 7,480 (5)	5,500
<b>Minimum Lot Width (feet)</b>	300	100	54	44(2)	50(2)
<b>Minimum Site Area per Housing Unit (square feet)</b>	10 acres	1 acre	5,500	4,840 (1 Family) 3,740 (other)	1,500 (3)
<b>Minimum Yards (feet)</b>					
Front Yard	50	50	20	20	20
Street Side Yard	25	25	20	20	20
Interior Side Yard	25	25	7	7(1)	7(4)
Rear Yard	35	35	25	25	20
<b>Maximum Height (feet)</b>	100	36	36(4,6)	36(4,6)	36(4,6)
<b>Maximum Building Coverage</b>	NA	NA	40%	40% (7)	50%

## CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS

<b>Maximum Impervious Coverage</b>	NA	NA	50%	55% (8)	65%
<b>Floor Area Ratio</b>	NA	NA	NA	NA	1.00

Note 1:

See Section 6 for supplemental regulations governing townhouse residential use types. Note 2:

See Section 6- for supplemental regulations regarding modifications of lot width for townhouse residential use type.

Note 3:

Density of multi-family residential may exceed this maximum, subject to approval of a Special Use Permit by the City Council, with the recommendation of the Planning Commission.

Note 4:

Dwellings may exceed the height limit by up to ten feet if the side yard is increased by the same amount as the added height.

Note 5:

5,500 square feet for single-family lots; 8,500 square feet for duplex or other residential lots.

Note 6:

Accessory buildings cannot be over 17.5 feet in height.

Note 7:

Maximum building coverage may be increased to 50%, subject to approval of a Special Use Permit by the City Council, with the recommendation of the Planning Commission.

Note 8:

Maximum impervious coverage may be increased to 65%, subject to approval of a Special Use Permit by the City Council, with the recommendation of the Planning Commission.

## CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS

**Table 4-3(b): Site Development Regulations**

Regulator	NTR Park	NTR Subdivision
<b>Minimum Area to be developed</b>	2 acres	2 acres
<b>Minimum Lot Area (square feet)</b>	1,000	2,000
<b>Minimum Lot Width (feet)</b>	20	24
<b>Minimum Yards (feet)</b>		
Front Yard	10	20
Street Side Yard	10	10
Interior Side Yard	5	5
Rear Yard	10	15
<b>Maximum Height (feet)</b>	14'8"	36
<b>Maximum Building Coverage</b>	50%	50%
<b>Maximum Impervious Coverage</b>	55%	65%
<b>Shared Parking</b>	1 space per lot	
<b>Minimum Common Open Space (1)</b>	20%	15%

Note 1: Stormwater treatment facilities may be included in Common Open Space provided required recreation space is still provided.

## CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS

**Table 4-3(a): Site Development Regulations**

<b>Regulator</b>	<b>O*</b>	<b>LC*</b>	<b>UC*</b>	<b>B-1</b>	<b>B-2*</b>
<b>Minimum Lot Area (square feet)</b>	5,000	5,000	5,000	NONE	5,500
<b>Minimum Lot Width (feet)</b>	50	50	50	NONE	50
<b>Site Area per Housing Unit (square feet)</b>	2,000(3)	2,000(3)	2,000(3)	500	2,000(3)
<b>Minimum Yards (feet)</b>					
Front Yard	20	20	15	0	10
Street Side Yard	20	20	10	0	10
Interior Side Yard	10	10	10	0	0
Rear Yard	20	20	20	0	20
<b>Maximum Height (feet)</b>	48	36	36	NO LIMIT	60
<b>Maximum Building Coverage</b>	50%	50%	50%	100%	70%
<b>Maximum Impervious Coverage</b>	70%	70%	80%	100%	90%
<b>Floor Area Ratio</b>	0.50	0.50	0.50	5.0	1.0

\*Uses in the O, LC, UC, B-2, ML/C-1, and MH Districts are subject to landscape and screening provisions contained in Article 8.

**Note 3:**

Density of multi-family residential may exceed this maximum, subject to approval of a Special Use Permit by the City Council with the recommendation of the Planning Commission.

## CHAPTER 1, ARTICLE 4: ZONING DISTRICT REGULATIONS

**Table 4-3(b): Site Development Regulations**

<b>Regulator</b>	<b>ML/C-1*</b>	<b>MH*</b>
<b>Minimum Lot Area (square feet)</b>	5,000	5,000
<b>Minimum Lot Width (feet)</b>	50	50
<b>Site Area per Housing Unit (square feet)</b>	NA	NA
<b>Minimum Yards (feet)</b>		
Front Yard	15	0
Street Side Yard	10	0
Interior Side Yard	0	0
Rear Yard	10	10
<b>Maximum Height (feet)</b>	72	NONE
<b>Maximum Building Coverage</b>	70%	85%
<b>Maximum Impervious Coverage</b>	90%	100%
<b>Floor Area Ratio</b>	1.0	2.0

# CHAPTER 1, ARTICLE 5: SPECIAL AND OVERLAY DISTRICTS

## 5 ARTICLE FIVE

### OVERLAY DISTRICTS

#### 5-1 General Purpose

Overlay Districts are used in combination with base districts to modify or expand base district regulations. Overlay Districts are adapted to special needs of different parts of the City of Columbus.

The Overlay Districts are designed to achieve the following objectives:

- a. To recognize special conditions in specific parts of the City which require specific regulation;
- b. To provide flexibility in development and to encourage innovative design through comprehensively planned projects.

### PUD: PLANNED UNIT DEVELOPMENT DISTRICT

#### 5-2 Purpose

The PUD Planned Unit Development Overlay District is intended to provide flexibility in the design of planned projects; to permit innovation in project design that incorporates open space and other amenities; and to insure compatibility of developments with the surrounding urban environment. The PUD District may be used in combination with any base district specified in this Ordinance. The PUD District, which is adopted by the City Council with the recommendation of the Planning Commission, assures specific development standards for each designated project.

#### 5-3 Permitted Uses

- a. Uses permitted in a PUD Overlay District are those permitted in the underlying base district.

#### 5-4 Site Development Regulations

Site Development Regulations are developed individually for each Planned Unit Development District but must comply with minimum or maximum standards established for the base district, with the following exceptions:

## CHAPTER 1, ARTICLE 5: SPECIAL AND OVERLAY DISTRICTS

- a. Lot area and lot width are not restricted, provided that the maximum density allowed for each base district is not exceeded;
- b. Maximum building coverage shall be the smaller of the allowed building coverage in the base district, or 60 percent.

### 5-5 Access to Public Streets

Each PUD District must abut a public street for at least 60 feet and gain access from that street.

### 5-6 Application Process

#### a. Development Plan

The application for a Planned Unit Development District shall include a Development Plan containing the following information:

1. A tract map, showing site boundaries, street lines, lot lines, easements, and proposed dedications or vacations; and a key map;
2. A land use plan designating specific uses for the site and establishing site development regulations, including setback height, building coverage, impervious coverage, density, and floor area ratio requirements;
3. A site development and landscaping plan, showing building locations, or building envelopes; site improvements; public or common open spaces; community facilities; significant visual features; and typical landscape plans;
4. A circulation plan, including location of existing and proposed vehicular and pedestrian, facilities and location and general design of parking and loading facilities;
5. Schematic architectural plans and elevations sufficient to indicate a building height, bulk, materials, and general architectural design;
6. A statistical summary of the project, including gross site area, net site area, number of housing units by type, gross floor area of other uses, total amount of parking, and building and impervious surface percentages.

### 5-7 Adoption of District

- a. The Planning Commission and City Council shall review and evaluate each Planned Unit Development application. The City may impose reasonable conditions, as deemed necessary to ensure that a PUD shall be compatible with adjacent land uses, will not overburden public services and facilities, and will not be detrimental to public health, safety, and welfare.
- b. The Planning Commission, after proper notice, shall hold a public hearing and act upon each application.

## CHAPTER 1, ARTICLE 5: SPECIAL AND OVERLAY DISTRICTS

- c. The Planning Commission may recommend amendments to PUD district applications.
- d. The recommendation of the Planning Commission shall be transmitted to the City Council for final action.
- e. The City Council, after proper notice, shall hold a public hearing and act upon any Ordinance establishing a PUD Planned Unit Development Overlay District. Proper notice shall mean the same notice established for any other zoning amendment.
- f. Upon approval by the City Council, the Development Plan shall become a part of the Ordinance creating or amending the PUD District. All approved plans shall be filed with the City Clerk.

### 5-8 Amendment Procedure

- a. Major amendments to the Development Plan must be approved according to the same procedure set forth in Section 5-7.

### 5-9 Building Permits

The City shall not issue a building permit, certificate of occupancy, or other permit for a building, structure, or use within a PUD District unless it is in compliance with the approved Development Plan or any approved amendments.

### 5-10 Termination of PUD District

If no substantial development has taken place in a Planned Unit Development District for three years following approval of the District, the Planning Board shall reconsider the zoning of the property and may, on its own motion, initiate an application for rezoning the property.

## CCD: CREATIVE CLUSTER DEVELOPMENT

### 5-11 Purpose

The CCD Creative Cluster Development provides a design alternative that provide greater flexibility in subdivision design and design and build developments that are considerate of special natural or artificial features.

### 5-12 Permitted Uses

- a. Residential uses permitted in a CCD Overlay District are those permitted in the underlying base district.

## CHAPTER 1, ARTICLE 5: SPECIAL AND OVERLAY DISTRICTS

### 5-13 Site Development Regulations

Site Development Regulations comply with the overall density requirements of a zoning district, but allow internal variations of such standards as lot size, and setbacks in order to encourage innovative or economical development or protect natural features and open space without loss of economic yield to the developer.

- a. Cluster subdivisions allow the clustering or grouping of residential lots in order to provide common open space.
- b. Cluster Subdivisions may be developed and approved subject to the following standards and variations:
  - (1) The overall density of subdivision complies with the zoning district that contains the final subdivision. A subdivider may apply for a rezoning simultaneously with the plat approval process.
  - (2) Individual lot size dimensions, including lot width, may be reduced to 60% of requirement of zoning district. Any savings on lot size shall be devoted to common open space or other approved community facilities.
  - (3) Lot setbacks may be varied from those otherwise specified for the zoning district. Setback limits must be established on the preliminary and final plat. The setback from any garage entrance to any circulation way must be at least 20 feet.
  - (4) Street or right-of-way widths set forth in Article Five may be varied within for local streets within Cluster Subdivisions, subject to the sole discretion of the approving authorities.
  - (5) Articles of incorporation or covenants for a homeowners' association or other provision assuring maintenance or operation of all common spaces shall be submitted with subdivision application.

### 5-14 Access to Public Streets

Each CCD District must abut a public street for at least 60 feet and gain access from that street.

### 5-15 Application Process

#### a. Development Plan

The application for a Creative Cluster Development District shall include a Development Plan containing the following information:

1. A tract map, showing site boundaries, street lines, lot lines, easements, and proposed dedications or vacations; and a key map;

## CHAPTER 1, ARTICLE 5: SPECIAL AND OVERLAY DISTRICTS

2. A land use plan designating specific uses for the site and establishing site development regulations, including setback height, building coverage, impervious coverage, density, and floor area ratio requirements;
3. A site development and landscaping plan, showing building locations, or building envelopes; site improvements; public or common open spaces; community facilities; significant visual features; and typical landscape plans;
4. A circulation plan, including location of existing and proposed vehicular and pedestrian, facilities and location and general design of parking and loading facilities;
5. Schematic architectural plans and elevations sufficient to indicate a building height, bulk, materials, and general architectural design;
6. A statistical summary of the project, including gross site area, net site area, number of housing units by type, gross floor area of other uses, total amount of parking, and building and impervious surface percentages.

### 5-16 Adoption of District

- a. The Planning Commission and City Council shall review and evaluate each Creative Cluster Development application. The City may impose reasonable conditions, as deemed necessary to ensure that a CCD shall be compatible with adjacent land uses, will not overburden public services and facilities, and will not be detrimental to public health, safety, and welfare.
- b. The Planning Commission, after proper notice, shall hold a public hearing and act upon each application.
- c. The Planning Commission may recommend amendments to CCD district applications.
- d. The recommendation of the Planning Commission shall be transmitted to the City Council for final action.
- e. The City Council, after proper notice, shall hold a public hearing and act upon any Ordinance establishing a CCD Creative Cluster Development Overlay District. Proper notice shall mean the same notice established for any other zoning amendment.
- f. Upon approval by the City Council, the Development Plan shall become a part of the Ordinance creating or amending the CCD District. All approved plans shall be filed with the City Clerk.

### 5-17 Amendment Procedure

- b. Major amendments to the Development Plan must be approved according to the same procedure set forth in Section 5-7.

## CHAPTER 1, ARTICLE 5: SPECIAL AND OVERLAY DISTRICTS

### 5-18 Building Permits

The City shall not issue a building permit, certificate of occupancy, or other permit for a building, structure, or use within a CCD District unless it is in compliance with the approved Development Plan or any approved amendments.

### 5-19 Termination of CCD District

If no substantial development has taken place in a Creative Cluster Development District for three years following approval of the District, the Planning Commission shall reconsider the zoning of the property and may, on its own motion, initiate an application for rezoning the property.

### ED: ENVIRONMENTAL RESOURCES DISTRICT

### 5-20 Purpose

The ED Environmental Resources Overlay District enables the adoption of special performance standards in combination with site development regulations of a base district for areas of special environmental significance or sensitivity. These areas include hill environments; wetlands; forested areas; areas with unique soil or drainage characteristics; lake, river, or creek districts; and other areas with special environmental characteristics.

### 5-21 Procedure for Adoption

#### a. Proposal

The creation of an ED Environmental Resources Overlay District may be initiated by the Planning Commission or the City Council.

#### b. Requirements for Application

An application for the creation of an ED Overlay District must include:

1. A statement describing the proposed district's special environmental characteristics and stating the reasons for proposal of the district;
2. A map indicating the boundaries of the proposed ED Overlay District, specifying the base district(s) included within these boundaries;
3. Supplemental site development regulations and performance standards that apply to the proposed district.

### 5-22 Adoption of District

## CHAPTER 1, ARTICLE 5: SPECIAL AND OVERLAY DISTRICTS

- a. The Planning Commission and City Council shall review and evaluate each ED Overlay District application.
- b. The Planning Commission, after proper notice, shall hold a public hearing and act upon each application.
- c. The Planning Commission may recommend amendments to ED District applications.
- d. The recommendation of the Planning Commission shall be transmitted to the City Council for final action.
- e. The City Council, after proper notice, shall hold a public hearing and act upon any Ordinance establishing an ED Environmental Resources Overlay District.
- f. The Ordinance adopting the ED District shall include a statement of purpose, a description of district boundaries, and a list of supplemental site development regulations and performance standards.
- g. Upon approval by the City Council, each ED Overlay District shall be shown on the Zoning Map, identified sequentially by order of enactment and referenced to the enacting Ordinance.
- h. Any protest against an ED Overlay District shall be made and filed as provided by Section 14-405, Revised Statutes of Nebraska, 1943, and amendments thereto.

### 5-23 Building Permits

Building or other development permits issued by the City in an ED District shall be consistent with the adopted ED District Ordinance.

### HD: HISTORIC DISTRICT

#### 5-24 Purpose

The HD Historic Overlay District enables the adoption of special performance and development standards in combination with site development regulations of a base district for areas of special historical or architectural significance within the City of Columbus. The District recognizes the importance of historically and architecturally significant districts to the character of Columbus and provides for their conservation.

## CHAPTER 1, ARTICLE 5: SPECIAL AND OVERLAY DISTRICTS

### 5-25 Procedure for Adoption

a. Proposal

The creation of an HD Historic Overlay District may be initiated by the Planning Commission; the City Council; or by petition of the owner or owners of 51% of the property area within the proposed district.

b. Requirements for Application

An application for the creation of an HD Overlay District must include:

1. A statement describing the proposed district's special historical or architectural characteristics and stating the reasons for proposal of the district;
2. A map indicating the boundaries of the proposed HD Overlay District, specifying the base district(s) included within these boundaries;
3. An inventory of the buildings or historically important sites located within the boundaries of the proposed district;
4. Supplemental site development regulations, design criteria, and performance standards that apply to the proposed district.

### 5-26 Adoption of District

- a. The Planning Commission and City Council shall review and evaluate each HD Overlay District application.
- b. The Planning Commission, after proper notice, shall hold a public hearing and act upon each application.
- c. The Planning Commission may recommend amendments to HD District applications.
- d. The recommendation of the Planning Commission shall be transmitted to the City Council for final action.
- e. The City Council, after proper notice, shall hold a public hearing and act upon any Ordinance establishing an HD Historic Overlay District.
- f. The Ordinance adopting the HD District shall include a statement of purpose, a description of district boundaries, and a list of supplemental site development regulations and performance standards.

## CHAPTER 1, ARTICLE 5: SPECIAL AND OVERLAY DISTRICTS

- g. Upon approval by the City Council, each HD Overlay District shall be shown on the Zoning Map, identified sequentially by order of enactment and referenced to the enacting Ordinance.
- h. Any protest against an HD Overlay District shall be made and filed as provided by Section 14-405, Revised Statutes of Nebraska, 1943, and amendments thereto.

### 5-27 Building Permits

Building or other development permits issued by the City in an HD District shall follow procedures for review and approval established within the City's Landmarks Preservation Ordinance.

### 5-28 Statutory Authorization, Finding of Fact and Purposes

#### a. Statutory Authorization

The Legislature of the State of Nebraska has delegated the responsibility to local governmental units to adopt zoning regulations designed to protect the public health, safety, general welfare, and property of the people of the state. The Legislature, in *Nebraska Revised Statutes* Sections 31-1001 to 31-1023 (as amended), has further assigned the responsibility to adopt, administer, and enforce floodplain management regulations to the county, city, or village with zoning jurisdiction over the flood prone area. Therefore the City Council of Columbus, Nebraska ordains as follows:

#### b. Finding of Fact

##### 1. Flood Losses Resulting from Periodic Inundation

The flood hazard areas of Columbus, Nebraska are subject to inundation that results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

##### 2. General Causes of the Flood Losses

These flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities as well as the occupancy of flood hazard areas by uses vulnerable to floods or hazardous to others that are inadequately elevated or otherwise unprotected from flood damages.

#### c. Statement of Purpose

It is the purpose of this ordinance to promote the public health, safety, and general welfare and to minimize those losses described in Section 1.2 by applying the provisions of this ordinance to:

- 1. Restrict or prohibit uses that are dangerous to health, safety, or property in times of flooding or cause undue increases in flood heights or velocities.
- 2. Require that uses vulnerable to floods, including public facilities that service such uses, be provided with flood protection at the time of initial construction.
- 3. Reduce financial burdens from flood damage borne by the community, its governmental

## CHAPTER 1, ARTICLE 5: SPECIAL AND OVERLAY DISTRICTS

units, is residents, and its businesses by preventing excessive and unsafe development in areas subject to flooding.

4. Assure that eligibility is maintained for property owners in the community to purchase flood insurance from the National Flood Insurance Program.

**d. Adherence to Regulations**

The regulations of this ordinance are in compliance with the National Flood Insurance Program Regulations as published in Title 44 of the Code of Federal Regulations and the Nebraska Minimum Standards for Floodplain Management Programs as published in the Nebraska Administrative Code Title 455, Chapter 1.

### 5-29 General Provisions

**a. Lands to which Ordinance applies**

This ordinance shall apply to all lands within the jurisdictions of the City of Columbus, Nebraska, identified on the Flood Insurance Rate Map (FIRM) panels 3114C0310E, 3114C03020E, 3114C0330E, 3114C0335E, 3114C0340, and 3114C0345E dated April 19, 2010, as Zones A, A1-30, AE, AO, or AH and within the Zoning Districts FW and FF established in Section 3.0 of this ordinance. In all areas covered by this ordinance, no development shall be allowed except upon the issuance of a floodplain development permit to develop, granted by the floodplain administrator or the governing body under such safeguards and restrictions as the City Council or the designated representative may reasonably impose for the promotion and maintenance of the general welfare, health of the inhabitants of the community and where specifically noted in Sections 4.0 and 5.0.

**b. Rules for Interpretation of District Boundaries**

The boundaries of the floodway and the flood fringe overlay districts shall be determined by scaling distances on the official zoning map of the effective Flood Insurance Rate Map. Where interpretation is needed to the exact location of the boundaries of the districts as shown on the zoning or other community map, the floodplain administrator shall make the necessary interpretation. In such cases where the interpretation is contested, the Board of Adjustment will resolve the dispute. The regulatory flood elevation for the point in question shall be the governing factor in locating the district boundary on the land. The person contesting the location of the district boundary shall be given a reasonable opportunity to present their case to the Board of Adjustment and to submit their own technical evidence, if so desired.

**c. Compliance**

Within identified floodplains of this community, no development shall be located, extended, converted, or structurally altered without full compliance with the terms of this ordinance and other applicable regulations.

**d. Abrogation and Greater Restrictions**

## CHAPTER 1, ARTICLE 5: SPECIAL AND OVERLAY DISTRICTS

This ordinance does not intend to repeal, abrogate, or impair any existent easements, covenants, or deed restrictions. However, where this ordinance imposes greater restrictions, the provision of this ordinance shall prevail. All other ordinances inconsistent with this ordinance are hereby repealed to the extent of the inconsistency only.

### e. Interpretation

In their interpretation and application, the provisions of this ordinance shall be held to be minimum requirements and shall be liberally construed in favor of the governing body and shall not be deemed a limitation or repeal of any other powers granted by state statutes.

### f. Warning and Disclaimer of Liability

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on engineering and scientific methods of study. Larger floods may occur or the flood height may be increased by manmade or natural causes, such as ice jams and bridge openings restricted by debris. This ordinance does not imply that areas outside floodway and flood fringe district boundaries or land uses permitted within such districts will be free from flooding or flood damage. This ordinance shall not create liability on the part of City of Columbus or any officer or employee thereof for any flood damages that may result from reliance on this ordinance or any administrative decision lawfully made thereunder.

### g. Severability

If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

## 5-30 Establishment of Zoning Districts

Along watercourses where a floodway has been established, the mapped floodplain areas are hereby divided into the two following districts: a floodway overlay district (FW) and a flood fringe overlay district (FF) as identified in the Flood Insurance Study dated April 19, 2010, and on accompanying FIRM panels as established in Section 2.1. The flood fringe overlay district shall correspond to flood zones A, AE, A1-30, AH, AO, AR, A99, and floodway areas in Zone AE that are identified on FIRM panels. The floodway overlay district shall correspond to the floodway areas in Zone AE that are identified on the FIRM panels. Within these districts, all uses not meeting the standards of this ordinance and those standards of the underlying zoning district shall be prohibited.

## 5-31 Floodplain Management Administration

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Along watercourses where a floodway has been established, the mapped floodplain areas are hereby divided into the two following districts: A floodway overlay district (FW) and a flood fringe overlay district (FF) as identified by the Flood Insurance Study [and accompany map(s)]. The floodway overlay district (FW) is identified by the flood insurance rate map dated April 19, 2010. Within these districts, all uses not meeting the standards of this ordinance and those standards of the underlying zoning district shall be prohibited.

### a. Designation of Floodplain Administrator

The City Engineer of the community is hereby designated as the community's local floodplain administrator. The floodplain administrator is authorized and directed to administer, implement, and enforce all provisions of this ordinance. If the local floodplain administrator position is unfilled, the community CEO shall assume the duties and responsibilities herein.

### b. Permits Required

A floodplain development permit shall be required before any development, construction, or substantial improvement is undertaken. No person, firm, corporation, government agency, or other entity shall initiate any floodplain development without first obtaining a floodplain development permit.

### c. Duties of Floodplain Administrator

Duties of the City Engineer shall include, but not be limited to the following:

1. Review, approve, or deny all applications for floodplain development permits.
2. Review all development permit applications to assure that sites are reasonably safe from flooding and that the permit requirements of this ordinance have been satisfied.
3. Review applications for proposed development to assure that all necessary permits have been obtained from those federal, state, or local government agencies from which prior approval is required.
4. Review all subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, to determine whether such proposals will be reasonably safe from flooding.
5. Notify adjacent communities and the Nebraska Department of Natural Resources prior to any alteration or relocation of a watercourse and submit evidence of such notification to the Federal Emergency Management Agency.
6. Assure that maintenance is provided within the altered or relocated portion of the watercourse so that the flood carrying capacity is not diminished.
7. Verify, record, and maintain record of the actual elevation (in relation to mean sea level) of the lowest floor, including basement, of all new or substantially improved structures in the floodplain.
8. Verify, record, and maintain record of the actual elevation (in relation to mean sea level) to which all new or substantially improved structures have been floodproofed.
9. Verify, record, and maintain record of all improved or damaged structures to ensure compliance with standards in applicable sections. Track value of improvements and market value with permits. Also, ensure consistent market value estimations to evaluate against damaged or improved values.
10. Ensure comprehensive development plan as amended is consistent with this ordinance.

## CHAPTER 1, ARTICLE 5: SPECIAL AND OVERLAY DISTRICTS

11. In the event the floodplain administrator discovers work done that does not comply with applicable laws or ordinances, the floodplain administrator shall revoke the permit and work to correct any possible violation in accordance with this ordinance.

### d. Application for Permit and Demonstration of Compliance

1. To obtain a floodplain development permit, the applicant shall first file an application in writing on a form furnished for that purpose. Every such application shall:
  - (a) Identify and describe the proposed development and estimated cost to be covered by the floodplain development permit.
  - (b) Describe the land on which the proposed development is to be done by lot, block, tract, and house and streets address, or similar description that will readily identify and definitely locate the proposed building or development.
  - (c) Indicate the use or occupancy for which the proposed development is intended.
  - (d) Be accompanied by plans and specifications for proposed construction.
  - (e) Be signed by the permittee and authorized agent who may be required to submit evidence to indicate such authority.
2. If any proposed development is located entirely or partially within a floodplain, applicants shall provide all information in sufficient detail and clarity to enable the floodplain administrator to determine that:
  - (a) All such proposals are consistent with the need to minimize flood damage;
  - (b) All utilities and facilities such as sewer, gas, water, electrical, and other systems are located and constructed to minimize or eliminate flood damage;
  - (c) Structures will be anchored to prevent flotation, collapse, or lateral movement;
  - (d) Construction materials are flood resistant;
  - (e) Appropriate practices to minimize flood damage have been utilized; and
  - (f) Electrical, heating, ventilation, air conditioning, plumbing, and any other service facilities have been designed and located to prevent entry of floodwaters.
3. For all new and substantially improved structures, an elevation certificate based upon the finished construction certifying the elevation of the lowest floor, including basement, and other relevant building components shall be provided to the floodplain administrator and be completed by a licensed surveyor, engineer, or architect.
4. When floodproofing is utilized for an applicable structure, a floodproofing certificate shall be provided to the floodplain administrator and be completed by a licensed professional engineer or architect.
5. For all development proposed in the floodway, no-rise certification shall be provided to the floodplain administrator and be completed by a licensed professional engineer.
6. Any other such information as reasonably may be required by the City Engineer shall be provided.
7. Letters of Map Revision: Federal regulations in Title 44 of the Code of Federal Regulations, Chapter 1, Part 65.5 and 65.6 allow for changes to the special flood hazard area through a Letter of Map Revision (LOMR) or a Letter of Map Revision Based on Fill (LOMR-F), provided the community determines that the land and any existing or proposed structures that would be removed from the floodplain are "reasonably safe from flooding." The community acknowledgement form asserting this is required for LOMR and LOMR-F applications and must be signed by the floodplain administrator. The floodplain administrator shall not sign a community acknowledgement form unless all criteria set forth in the following paragraphs are met:
  - (a) Applicant shall obtain floodplain development permit before applying for a LOMR or LOMR-F.
  - (b) Applicant shall demonstrate that the property and any existing or proposed structures will be "reasonably safe from flooding," according to the minimum design standards in FEMA Technical Bulletin 10-01.
  - (c) All requirements listed in the Simplified Approach in FEMA Technical Bulletin 10-01 shall be met and documentation from a registered professional engineer shall be provided. If all

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of these requirements are not met, applicant must provide documentation in line with the Engineered Approach outlined in FEMA Technical Bulletin 10-01.]

### e. Flood Data Required

1. All Zone A areas on the FIRM are subject to inundation of the base flood; however, the base flood elevations are not provided. Zone A areas shall be subject to all development provisions of this ordinance. If Flood Insurance Study data is not available, the community shall utilize any base flood elevation or floodway data currently available from federal, state, or other sources, including from a study commissioned by the applicant pursuant to best technical practices.
2. Until a floodway has been designated, no development or substantial improvement may be permitted within the floodplain unless the applicant has demonstrated that the proposed development or substantial improvement, when combined with all other existing and reasonably anticipated developments or substantial improvements, will not increase the water surface elevation of the base flood more than one (1) foot at any location as shown in the Flood Insurance Study or on base flood elevation determinations.

### f. Variances and Appeals

#### 1. Variance and Appeals Procedures

- (a) The Board of Adjustment as established by City of Columbus shall hear and decide appeals and requests for variances from the requirements of this ordinance.
- (b) The Board of Adjustment shall hear and decide appeals when it is alleged that there is an error in any requirement, decision, or determination made by the City Engineer in the enforcement or administration of this ordinance.
- (c) Any person aggrieved by the decision of the Board of Adjustment or any taxpayer may appeal such decision to the District Court as provided in *Nebraska Revised Statutes* Section 23-168 (for counties) and *Nebraska Revised Statutes* Section 19-192 (for municipalities).
- (d) In evaluating such appeals and requests, the Board of Adjustment shall consider technical evaluation, all relevant factors, standards specified in other sections of this ordinance, and:
  - i. The danger to life and property due to flooding or erosion damage;
  - ii. The danger that materials may be swept onto other lands to the injury of others;
  - iii. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner, future owners, and neighboring properties;
  - iv. The importance of the services provided by the proposed facility to the community;
  - v. The necessity of the facility to have a waterfront location, where applicable;
  - vi. The availability of alternative locations that are not subject to flooding or erosion damage for the proposed use;
  - vii. The compatibility of the proposed use with existing and anticipated development;
  - viii. The relationship of the proposed use to the comprehensive plan and the floodplain management program for that area;
  - ix. The safety of access to the property in times of flood for ordinary and emergency vehicles;
  - x. The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and,
  - xi. The costs of providing government services during and after flood conditions including emergency management services and maintenance and repair of public utilities and facilities such as sewer, gas, electrical, water systems, streets, and bridges.

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### 2. Conditions for Variances

- (a) Variances shall only be issued upon a showing of good and sufficient cause and also upon a determination that failure to grant the variance would result in an exceptional hardship to the applicant.
- (b) Variances shall only be issued based upon a determination that the granting of a variance will not result in increased flood heights.
- (c) Variances shall only be issued based upon a determination that the granting of a variance will not result in additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
- (d) Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items E-I below have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.
- (e) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an historic structure on the National Register of Historic Places and the variance is the minimum necessary to preserve the historic character and design of the structure.
- (f) Variances shall not be issued within any designated floodway if any increase in water surface elevations along the floodway profile during the base flood discharge would result.
- (g) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- (h) The applicant shall be given a written notice over the signature of a community that the issuance of a variance to construct a structure below the base flood elevation will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage and also that such construction below the base flood elevation increases risks to life and property. Such notification shall be maintained with the record of all variance actions as required by this ordinance.
- (i) All requests for variances and associated actions and documents, including justification for their issuance, shall be maintained by the community.

### g. Enforcement

#### 1. Violations

Failure to obtain a floodplain development permit or the failure of a structure or other development to be fully compliant with the provisions of this ordinance shall constitute a violation. A structure or other development without a floodplain development permit, elevation certificate, certification by a licensed professional engineer of compliance with these regulations, or other evidence of compliance is presumed to be in violation until such time as documentation is provided.

#### 2. Notices

When the floodplain administrator or other authorized community representative determines, based on reasonable grounds, that there has been a violation of the provisions of this ordinance, the floodplain administrator shall give notice of such alleged violation as hereinafter provided. Such notice shall:

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- (a) Be in writing;
- (b) Include an explanation of the alleged violation;
- (c) Allow a reasonable time for the performance of any remedial act required;
- (d) Be served upon the property owner or their agent as the case may require; and
- (e) Contain an outline of remedial actions that, if taken, will bring the development into compliance with the provisions of this ordinance.

### 3. Penalties

- (a) Violation of the provisions of this ordinance or failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with grants of variances or special exceptions) shall constitute a misdemeanor. Any person, firm, corporate, or other entity that violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$100.00 , and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense.
- (b) The imposition of such fines or penalties for any violation or non-compliance with this ordinance shall not excuse the violation or non-compliance or allow it to continue. All such violations or non-compliant actions shall be remedied within an established and reasonable time.
- (c) Nothing herein contained shall prevent the City of Columbus or other appropriate authority from taking such other lawful action as is necessary to prevent or remedy any violation.

## 5-32 Standards for Floodplain Development

### a. General Provisions

#### 1. Alteration or Relocation of a Watercourse

- (a) A watercourse or drainway shall not be altered or relocated in any way that in the event of a base flood or more frequent flood will alter the flood carrying characteristics of the watercourse or drainway to the detriment of upstream, downstream, or adjacent locations.
- (b) No alteration or relocation shall be made until all adjacent communities that may be affected by such action and the Nebraska Department of Natural Resources have been notified and all applicable permits obtained. Evidence of such notification shall be submitted to the Federal Emergency Management Agency.

#### 2. Encroachments

- (a) When proposing to permit any of the following encroachments, the standards in Section 5.1 (B) (ii) shall apply:
  - i. Any development that will cause a rise in the base flood elevations within the floodway; or
  - ii. Any development in Zones A, A1-30, and Zone AE without a designated floodway that will cause a rise of more than one foot in the base flood elevation; or
  - iii. Alteration or relocation of a stream; then
- (b) The applicant shall:

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- i. Apply to FEMA for conditional approval of such action via the Conditional Letter of Map Revision process (as per Title 44 of the Code of Federal Regulations, Chapter 1, Part 65.12) prior to the permit for the encroachments; and
      - ii. Supply the fully approved package to the floodplain administrator including any required notifications to potentially affected property owners.
3. Floodway Overlay District
  - (a) Standards for the Floodway Overlay District
    - i. New structures for human habitation are prohibited.
    - ii. All encroachments, including fill, new construction, substantial improvements, and other development must be prohibited unless certification by a registered professional engineer or architect is provided demonstrating that the development shall not result in any increase in water surface elevations along the floodway profile during the occurrence of the base flood discharge. These developments are also subject to all the standards of Section 5.
    - iii. In Zone A areas, obtain, review, and reasonably utilize any flood elevation and floodway data available through federal, state, or other sources, including studies done under Section 5.3 (H) "Subdivisions", in meeting the standards of this section.
  - (b) Only uses having a low flood-damage potential and not obstructing flood flows shall be allowed within the Floodway Overlay District to the extent that they are not prohibited by any other ordinance. The following are recommended uses for the Floodway Overlay District:
    - i. Agricultural uses such as general farming, pasture, nurseries, and forestry
    - ii. Residential uses such as lawns, gardens, parking, and play areas
    - iii. Nonresidential uses such as loading areas, parking, and airport landing strips
    - iv. Public and private recreational uses such as golf courses, archery ranges, picnic grounds, parks, and wildlife and nature preserves.

### b. Elevation and Floodproofing Requirements

#### 1. Residential Structures

- (a) In Zones A, AE, A1-30, and AH, all new construction and substantial improvements shall have the lowest floor, including basement, elevated to or above one (1) foot above the base flood elevation.
- (b) In Zone AO, all new construction and substantial improvements shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as one (1) foot above the depth number specified in feet on the FIRM or, if no depth number is specified on the FIRM, at least as high as three (3) feet.
- (c) In the floodway, new structures for human habitation are prohibited.

#### 2. Nonresidential Structures

- (a) In Zones A, AE, A1-30, and AH, all new construction and substantial improvements shall have the lowest floor, including basement, elevated to or above one (1) foot above the base flood elevation or, together with attendant utility and sanitary facilities, floodproofed so that below one (1) foot above the base flood elevation:
  - i. The structure is watertight with walls substantially impermeable to the passage of water and
  - ii. The structure has structural components with the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. A floodproofing certificate shall be provided to the floodplain administrator as set forth in Section 4.

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- (b) In Zone AO, all new construction and substantial improvements shall have the lowest floor elevated above the highest adjacent grade at least as high as one (1) foot above the depth number specified in feet on the FIRM or, if no depth number is specified on the FIRM, at least as high as three (3) feet; or, together with attendant utility and sanitary facilities, floodproofed so that below one (1) foot above the base flood elevation:
- i. The structure is watertight with walls substantially impermeable to the passage of water and
  - ii. The structure has structural components with the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. A floodproofing certificate shall be provided to the floodplain administrator as set forth in Section 4.

### 3. Space Below Lowest Floor

- (a) Fully enclosed areas below the lowest floor (excluding basements) and below the base flood elevation shall be used solely for the parking of vehicles, building access, or limited storage of readily removable items.
- (b) Fully enclosed areas below the lowest floor (excluding basements) and below the base flood elevation shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:
- i. A minimum of two openings having a net total area of not less than one (1) square inch for every one (1) square foot of enclosed space,
  - ii. The bottom of all openings shall not be higher than one (1) foot above grade, and
  - iii. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they allow the automatic entry and exit of floodwaters.

### 4. Appurtenant Structures

- (a) Structures accessory to a principal building may have the lowest floor below one foot above base flood elevation provided that the structure complies with the following requirements:
- i. The structure shall not be used for human habitation.
  - ii. The use of the structure must be limited to parking of vehicles or storage of items readily removable in the event of a flood warning.
  - iii. The floor area shall not exceed 400 square feet.
  - iv. The structure shall have a low damage potential.
  - v. The structure must be adequately anchored to prevent flotation, collapse, or other lateral movement.
  - vi. The structure shall be designed to automatically provide for the entry and exit of floodwaters for the purpose of equalizing hydrostatic forces. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:
    1. A minimum of two openings having a net area of not less than one (1) square inch for every one (1) square foot of enclosed space,
    2. The bottom of all openings shall not be higher than one (1) foot above grade, and
    3. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they allow the automatic entry and exit of floodwaters.
  - vii. No utilities shall be installed in the structure, except electrical fixtures which must be elevated or floodproofed to one (1) foot above base flood elevation.

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- viii. The structure shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters.
- ix. If the structure is converted to another use, it must be brought into full compliance with the minimum standards governing such use.

### 5. Manufactured Homes

- (a) Require that all manufactured homes to be placed or substantially improved within floodplains on sites:
  - i. Outside of a manufactured home park or subdivision,
  - ii. In a new manufactured home park or subdivision,
  - iii. In an expansion to an existing manufactured home park or subdivision, or
  - iv. In an existing manufactured home park or subdivision on which a manufactured home as incurred substantial damage as the result of a flood,  
Be elevated on a permanent foundation such that the lowest floor of the manufactured home is at or above one (1) foot above the base flood elevation and be securely anchored to an adequately anchored foundation system in accordance with the provisions of this Section.
- (b) Require that manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within special flood hazard areas that are not subject to the provisions of Section 5.2 (D) (b) be elevated so that either:
  - i. The lowest floor of the manufactured home is at or above one (1) foot above the base flood elevation, or
  - ii. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade; and be securely anchored to an adequately anchored foundation system in accordance with the provisions of Section 5.2 (F) (iv).
- (c) New manufactured home parks of five (5) acres or fifty (50) lots, whichever is less, shall follow the standards of Section 5.3 (H) "Subdivisions".
- (d) All manufactured homes shall be anchored to resist flotation, collapse, or lateral movement. Manufactured homes must be anchored in accordance with local building codes or FEMA guidelines. In the event that over-the-top ties to ground anchors are used, the following specific requirements (or their equivalent) shall be met:
  - i. Over-the-top ties be provided at each of the four corners of the manufactured home, with two additional ties per side at intermediate locations and manufactured homes less than 50 feet long requiring one additional tie per side;
  - ii. Frame ties be provided at each corner of the manufactured home with five additional ties per side at intermediate points and manufactured homes less than 50 feet long requiring four additional ties per side;
  - iii. Any additions to the manufactured home be similarly anchored.

### 6. Existing Structures

- (a) The provisions of this ordinance do not require any changes or improvements to be made to lawfully existing structures. However, when an improvement is made to a structure in the floodplain, a floodplain development permit is required and the provisions of 5.2 (G) (ii-iv) shall apply.

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- (b) Any addition, alteration, reconstruction, or improvement of any kind to an existing structure where the costs of which would equal or exceed fifty (50) percent of the pre-improvement market value shall constitute a substantial improvement and shall fully comply with the provisions of this ordinance.
  - (c) Any addition, alteration, reconstruction, or improvement of any kind to an existing structure in the floodway shall comply with the provisions of 5.1 (C).
  - (d) Any addition, alteration, reconstruction, or improvement of any kind to an existing structure that will change the compliance requirements of the building shall require applicable documentation including an elevation certificate, floodproofing certificate, or no rise certification.
- c. Design and Construction Standards
- 1. Anchoring

All buildings or structures shall be firmly anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
  - 2. Building Materials and Utilities
    - (a) All buildings or structures shall be constructed with materials and utility equipment resistant to flood damage. All buildings or structures shall also be constructed by methods and practices that minimize flood and flood-related damages.
    - (b) All buildings or structures shall be constructed with electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
  - 3. Drainage
    - (a) Within Zones AO and AH, adequate drainage paths around structures on slopes shall be required in order to guide floodwaters around and away from proposed structures.
  - 4. Water Supply and Sanitary Sewer Systems
    - (a) All new or replacement water supply and sanitary sewer systems shall be located, designed, and constructed to minimize or eliminate flood damages to such systems and the infiltration of floodwaters into the systems.
    - (b) All new or replacement sanitary sewage systems shall be designed to minimize or eliminate discharge from the system into floodwaters.
    - (c) On-site waste disposal systems shall be located and designed to avoid impairment to them or contamination from them during flooding.
  - 5. Other Utilities

All other utilities such as gas lines, electrical, telephone, and other utilities shall be located and constructed to minimize or eliminate flood damage to such utilities and facilities.
  - 6. Storage of Materials
    - (a) The storage or processing of materials that are in time of flooding buoyant, flammable, explosive, or could be injurious to human, animal, or plant life is prohibited.

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- (b) The storage of other material or equipment may be allowed if not subject to major damage by floods and firmly anchored to prevent flotation or if readily removable from the area within the time available after flood warning.

### 7. Recreational Vehicles

Within any floodway, recreational vehicles and recreational vehicle parks shall be prohibited.

Recreational vehicles to be placed on sites within the floodplain shall:

- (a) Be on site for fewer than 180 consecutive days;
- (b) Be fully licensed and ready for highway use, which shall mean it is on its wheels or jacking system, is attached to the site by only quick-disconnect type utilities and security devices, and no permanently attached additions; or
- (c) Meet the permit requirements and the elevation and anchoring requirements for manufactured homes of this ordinance.

### 8. Subdivisions

Subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, shall require assurance that:

- (a) All such proposals are consistent with the need to minimize flood damage;
- (b) All public utilities and facilities such as sewer, gas, electrical, and water systems are located, elevated, and constructed to minimize or eliminate flood damage;
- (c) Adequate drainage is provided so as to reduce exposure to flood hazards; and
- (d) Proposals for development (including proposals for manufactured home parks and subdivisions) of five (5) acres or fifty (50) lots, whichever is less, where base flood elevation data are not available, shall be supported by hydrologic and hydraulic analyses that determine base flood elevations and floodway information. The analyses shall be prepared by a licensed professional engineer in a format required by FEMA for Conditional Letters of Map Revision and a Letters of Map Revision.

### 5-33 Nonconforming Use

a. A structure or use of a structure or premises that was lawful before the passage or amendment of this ordinance, but that is not in conformity with the provisions of this ordinance may be continued subject to the following conditions:

(a) If such use is discontinued for six (6) consecutive months, any future use of the building premises shall conform to this ordinance. The Utility Department shall notify the City Engineer in writing of instances of nonconforming uses where utility services have been discontinued for a period of six (6) months.

(b) Uses or adjuncts thereof that are or become nuisances shall not be entitled to continue as nonconforming uses.

b. If any nonconforming use or structure is destroyed by any means, including flood, it shall not be reconstructed if the cost is more than 50% of the market value of the structure before the damage

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occurred except that if it is reconstructed in conformity with the provisions of this ordinance. This limitation does not include the cost of any alteration to comply with existing state or local health, sanitary, or safety code or regulations or the cost of any alteration of a structure listed on the National Register of Historic Places, provided that the alteration shall not preclude its continued designation.

### 5-34 Amendments

a. The regulations, restrictions, and boundaries set forth in this ordinance may from time to time be amended, supplemented, changed, or appealed to reflect any and all changes in federal, state, or local regulations provided, however, that no such action may be taken until after a public hearing in relation thereto, at which citizens and parties in interest shall have an opportunity to be heard. Notice of the time and place of such hearing shall be published in a newspaper of general circulation in the City of Columbus. At least 15 days shall elapse between the date of this publication and the public hearing.

b. A copy of such amendments will be provided to the Nebraska Department of Natural Resources and the Federal Emergency Management Agency for review and approval before being adopted.

### 5-35 Definitions

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application:

0.2% Annual Chance Floodplain means the floodplain that would be inundated by the 0.2% annual chance flood and delineated on the Flood Insurance Rate Maps.

Appurtenant Structure shall mean a structure on the same parcel of property as the principal structure, the use of which is incidental to the use of the principal structure. Also shall be known as “accessory structure.”

Area of Shallow Flooding means a designated AO or AH zone on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Base Flood means the flood having one (1) percent chance of being equaled or exceeded in any given year.

Base Flood Elevation means the elevation to which floodwaters are expected to rise during the base flood.

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Basement means any area of the building having its floor subgrade (below ground level) on all sides.

Building means "structure." See definition for "structure."

Development means any man-made change to improved or unimproved real estate, including but not limited to the construction, reconstruction, renovation, repair, expansion or alteration of buildings or other structures; the placement of manufactured homes; streets and other paving; utilities; filling, grading, and excavation; mining; dredging; drilling operations; storage of equipment or materials; or obstructions.

Existing Manufactured Home Park or Subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is complete before the effective date of the floodplain management regulations adopted by a community.

Expansion to an Existing Manufactured Home Park or Subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Flood or Flooding means a general and temporary condition of partial or complete inundation of normally dry land areas.

Flood Fringe is that area of the floodplain, outside of the floodway, that has a one percent chance of flood occurrence in any one year.

Flood Insurance Rate Map (FIRM) means an official map of a community, on which the Flood Insurance Study has delineated the special flood hazard area boundaries and the risk premium zones applicable to the community.

Flood Insurance Study (FIS) is the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, as well as the Flood Insurance Rate Map and the water surface elevation of the base flood.

Floodplain means any land area susceptible to being inundated by water from any source (see definition of "flooding"). Floodplain includes flood fringe and floodway. Floodplain and special flood hazard area are the same for use by this ordinance.

Floodproofing means any combination of structural and nonstructural additions, changes, or adjustments to structures that reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, and structures and their contents.

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Floodway or Regulatory Floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Freeboard means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, clogged bridge openings, and the hydrological effect of urbanization of the watershed.

Highest Adjacent Grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic Structure means any structure that is: (a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; (b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (c) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or (d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either: (1) By an approved state program as determined by the Secretary of the Interior or (2) Directly by the Secretary of the Interior in states without approved programs.

Lowest Floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built or modified so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance.

Manufactured Home means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

Manufactured Home Park or Subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

New Construction for floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of the floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

New Manufactured Home Park or Subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed

## CHAPTER 1, ARTICLE 5: SPECIAL AND OVERLAY DISTRICTS

(including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

Obstruction means any wall, wharf, embankment, levee, dike, pile, abutment, projection, excavation (including the alteration or relocation of a watercourse or drainway), channel rectification, bridge, conduit, culvert, building, stored equipment or material, wire, fence, rock, gravel, refuse, fill, or other analogous structure or matter which may impede, retard, or change the direction of the flow of water, either in itself or by catching or collecting debris carried by such water, or that is placed where the natural flow of the water would carry such structure or matter downstream to the damage or detriment of either life or property. Dams designed to store or divert water are not obstructions if permission for the construction thereof is obtained from the Department of Natural Resources pursuant to the Safety of Dams and Reservoirs Act (*Nebraska Revised Statutes* 46-1601 to 46-1670 as amended).

Overlay District is a district in which additional requirements act in conjunction with the underlying zoning district(s). The original zoning district designation does not change.

Post-FIRM Structure means a building that was constructed or substantially improved after December 31, 1974 or on or after the community's initial Flood Insurance Rate Map dated April 19, 2010, whichever is later.

Pre-FIRM Structure means a building that was constructed or substantially improved on or before December 31, 1974 or before the community's initial Flood Insurance Rate Map dated April 19, 2010, whichever is later.

Principally Above Ground means that at least 51 percent of the actual cash value of the structure is above ground.

Recreational Vehicle means a vehicle which is (i) built on a single chassis; (ii) 400 square feet or less when measured at the largest horizontal projections; (iii) designed to be self-propelled or permanently towable by a light duty truck; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory Flood Elevation means the base flood elevation (BFE) plus a freeboard factor as specified in this ordinance.

Special Flood Hazard Area (SFHA) is the land in the floodplain within a community subject to one percent or greater chance of flooding in any given year.

Start of Construction means the date the floodplain development permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. "Start of construction" also includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair,

## CHAPTER 1, ARTICLE 5: SPECIAL AND OVERLAY DISTRICTS

reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not the alteration affects the external dimensions of the building.

Structure means a walled and roofed building that is principally above ground, as well as a manufactured home and a gas or liquid storage tank that is principally above ground.

Subdivision means the division or re-division of a lot, tract, or parcel of land by any means into two or more lots, tracts, parcels, or other divisions of land including changes in existing lot lines for the purpose, whether immediate or future, of lease, partition by the court for distribution to heirs or devisees, transfer of ownership, or building or lot development.

Substantial Damage means damage of any origin sustained by a structure whereby the cumulative cost of restoring the structure to its before-damage condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial Improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either (1) any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or (2) any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

Variance is a grant of relief to an applicant from the requirements of this ordinance that allows construction in a manner otherwise prohibited by this ordinance where specific enforcement would result in unnecessary hardship.

Violation means a failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the Elevation Certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

Watercourse means any depression two feet or more below the surrounding land that serves to give direction to a current of water at least nine months of the year and that has a bed and well-defined banks.

**CHAPTER 1, ARTICLE 5: SPECIAL AND OVERLAY DISTRICTS**

**5-36 to 5-39 RESERVED FOR FUTURE USE**

## CHAPTER 1, ARTICLE 5: SPECIAL AND OVERLAY DISTRICTS

### 5-40 A: AGRICULTURAL OVERLAY DISTRICT

#### 5-41 Purpose

This district is intended to permit the use of limited agricultural activities in combination with residential land uses. It recognizes the existence in Columbus of specific neighborhoods that, while developed to urban densities, also include certain farm uses, including the raising of both crops and animals. It further recognizes that such uses should be strictly controlled in order to minimize effects on neighboring properties.

#### 5-42 Application of District

This district may be used only in combination with the RR, R-1, or R-2 zoning districts.

#### 5-43 Permitted Uses

In addition to those uses permitted by the base district, the following additional uses are permitted in the Agricultural Overlay District:

- a. Horticulture
- b. Crop Production
- c. Animal Production, subject to the following additional conditions:
  1. Any new animal shelter, confinement facility, or animal unit shall require approval by the City Council through the special use permit procedure;
  2. Any accessory facilities or shelters must be located at least 50 feet from any residences other than the principal residence on the property where such facilities or shelters located; and at least 50 feet from any lot line of a property under different ownership.

#### 5-44 Pre-Existing Zoning

Any property zoned R-2b on the effective date of this Ordinance shall be considered to be zoned R-2 with an Agricultural Overlay District.

#### 5-45 Adoption of District

- a. The Planning Commission and City Council shall review and evaluate each A Overlay District application.

## CHAPTER 1, ARTICLE 5: SPECIAL AND OVERLAY DISTRICTS

- b. The Planning Commission, after proper notice, shall hold a public hearing and act upon each application.
- c. The Planning Commission may recommend amendments to A District applications.
- d. The recommendation of the Planning Commission shall be transmitted to the City Council for final action.
- e. The City Council, after proper notice, shall hold a public hearing and act upon any Ordinance establishing an A Agricultural Overlay District.
- f. The Ordinance adopting the A District shall include a statement of purpose, a description of district boundaries, and a list of supplemental site development regulations and performance standards.

# CHAPTER 1, ARTICLE 6: SUPPLEMENTAL USE REGULATIONS

## 6 ARTICLE SIX

### SUPPLEMENTAL USE REGULATIONS

#### 6-1 Purpose

The Supplemental Use Regulations set forth additional standards for certain uses located within the various zoning districts. These regulations recognize that certain use types have characteristics that require additional controls in order to protect public health, safety, and welfare. These regulations complement the use regulations contained in Article Four of this Ordinance.

#### 6-2 Supplemental Use Regulations: Agricultural Uses

Nothing in these provisions shall relieve any property owner or user from satisfying any condition or requirement associated with a previous approval, special permit, variance, development permit, or other permit issued under any local, State, or Federal ordinance or statute.

##### a. Horticulture and Crop Production: Retail Sales

Retail operation of garden centers or roadside stands associated with a primary agricultural use may be permitted in the AG District, subject to the following requirements:

##### 1. Garden Centers

(a) A garden center is a building or premises used for the retail sale of plant materials or items useful in the growing or display of lawns, gardens, and plants.

(b) Garden centers must conform to all site development regulations for the zoning district.

(c) Any garden center adjacent to a residential district must maintain a 20-foot landscaped bufferyard, consistent with the standards established in Sections 8-4 and 8-5.

##### 2. Roadside Stands

(a) A roadside stand is a facility used on a temporary or seasonal basis for the retail sale of produce grown largely on adjacent or surrounding agricultural lands.

## CHAPTER 1, ARTICLE 6: SUPPLEMENTAL USE REGULATIONS

(b) A roadside stand may be located within a required front yard but no closer than 40 feet to the edge of a traveled roadway.

(c) A roadside stand may operate for a maximum of 180 days in any one year.

### b. Commercial Feedlots

1. No new commercial feedlots shall be established within the zoning jurisdiction of the City of Columbus.

## 6-3 Supplemental Use Regulations: Residential Uses

### a. Townhouse Residential

Where permitted, townhouse residential is subject to the following regulations:

1. The site area per unit must be 4,250 square feet in the R-2 District and 3,000 square feet in all other districts where permitted;
2. The minimum width for any townhouse lot sold individually shall be 25 feet, except within an approved creative subdivision;
3. Coverage percentages are computed for the site of the entire townhouse common development.

### b. Two Single Family Residential

1. The two single family units shall be separated by a minimum of 14 feet.
2. The second dwelling unit shall be served by a driveway at least ten feet in width, leading from a public street adjacent to the lot.

### e. Multi-Family and Group Residential in B-1 District

Multi-family and Group Residential uses are permitted in the B-1 District only on levels above street level except that a unit specifically designed for occupancy by disabled residents may be developed at street level, subject to approval of a special permit by the City Council with the recommendation of the Planning Commission.

### f. Non Traditional Residential Parks in NTR District

## CHAPTER 1, ARTICLE 6: SUPPLEMENTAL USE REGULATIONS

In the NTR Residential District, which permits mobile home, tiny home and other non traditional residential use, such use may be configured in a Non Traditional Residential Park or Non Traditional Residential Subdivision. A Non Traditional Residential Park or Subdivision may be approved administratively once all the following regulations are met:

1. Property is properly zoned, Non Traditional Residential.
2. Completed Development Agreement
3. Density Requirements as defined in Table 4-3(b)
4. Site Development Minimum Standards.
  - (a) Setbacks: Each Non Traditional Residential Park and Subdivision shall have a minimum perimeter setback of 35 feet from adjacent non-residential uses and 50 feet from adjacent residential uses. No space for a dwelling unit or any other structure shall be permitted in the required setback.
  - (b) Setback Landscaping: All area contained within the required setbacks except sidewalks and private drives shall be landscaped and screened in conformance with Section 8 of this Ordinance. Screening shall be provided in conformance with Section 8-5 for any common property line with another non-residential use.
  - (c) Open Space Requirements, table 4-3(b): Each Non-Traditional Residential Park shall provide a minimum of 250 square feet of open recreational space per unit. Such space shall be provided at a central location accessible from all parts of the park by pedestrians.
  - (d) Parking Minimum Requirements, table 9-1.
  - (e) Parking: Park requires common parking. Subdivision requires on-site parking.
5. Street Access and Circulation Requirements
  - (a) Access to Public Street: Each NTR Park and Subdivision must abut and have access to a dedicated public street with a right-of-way of at least 60 feet. Direct access to a mobile home space from a public street is prohibited.
  - (b) Vehicular Circulation: The NTR Parks and Subdivisions must provide interior vehicular circulation on a private internal street system.
    - i. One side on Street Parking Minimum interior street width shall be a minimum of 27 feet. The street system shall be continuous and connected with other internal and public streets; or shall have a cul-de-sac with a minimum diameter of 90 feet. No such cul-de-sacs may exceed 300 feet in length without a variance.

## CHAPTER 1, ARTICLE 6: SUPPLEMENTAL USE REGULATIONS

- ii. No on street parking. Minimum interior street width shall be a minimum of 24 feet. The street system shall be continuous and connected with other internal and public streets; or shall have a cul-de-sac with a minimum diameter of 90 feet. No such cul-de-sacs may exceed 300 feet in length without a variance.

(c) Sidewalks or Path: Each NTR Park and Subdivision shall provide a sidewalk or path system to connect each lot to common buildings or open space constructed for the use of its residents; and to the fronting public right-of-way. Sidewalk and path width shall be at least four feet. Public sidewalk connectivity must be provided.

(d) Street and Sidewalk Standards: All internal streets and sidewalks shall be hard-surfaced. Electric street lighting is required along all internal streets.

6. Utilities: All living units shall have piped supply of hot and cold water for both drinking and domestic purposes; domestic sewer service; and standard electrical service, providing at least one 120-volt and one 240-volt electrical service outlet to each living unit.
7. Financial Responsibility: Each application for a NTR Park and Subdivision shall include a demonstration by the developer of financial capability to complete the project; and a construction schedule.
8. Completion Schedule: Construction must begin on any approved Non Traditional Parks and Subdivisions within one year of the date of approval. Such construction shall be completed within two years of approval, unless otherwise extended by the Administrator.

### 6-4 Supplemental Use Regulations: Civic Uses

#### a. Clubs

Clubs located adjacent to residential uses shall maintain a bufferyard of not less than seven feet along the common boundary with such residential use.

## CHAPTER 1, ARTICLE 6: SUPPLEMENTAL USE REGULATIONS

### b. Day Care

Day care facilities are permitted by Special Use permit in the MH General Industrial Zoning District only if incidental to a permitted primary use.

### c. Group Care Facilities and Group Homes

1. Each group care facility or group home must be validly licensed by either the State of Nebraska or the appropriate governmental subdivision.
2. Group homes are permitted in the B-1 District only on levels above street level except that a facility specifically designed for occupancy by disabled residents may be developed at street level, subject to approval of a special permit by the City Council with the recommendation of the Planning Commission.

## **6-5 Supplemental Use Regulations: Commercial Uses**

### a. Auto Repair, Equipment Repair, and Body Repair

1. Where permitted in commercial districts, all repair activities must take place within a completely enclosed building.
2. Any spray painting must take place within structures designed for that purpose and approved by the Building Official.

### b. Auto Washing Facilities

1. Each conveyor operated auto washing facility shall provide 100 feet of stacking capacity per washing lane on the approach side of the washing structure and stacking space for two vehicles on the exit side.
2. Each self-service auto washing facility shall provide stacking space for three automobiles per bay on the approach side and one space per bay on the exit side of the building.

### c. Bed and Breakfasts

Bed and Breakfasts permitted in the B-1 District must provide any sleeping facility only on levels above street level except that units specifically designed and reserved for occupancy by people with physically disabilities may be located on the street level.

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### d. Campgrounds

1. Minimum Size: Each campground shall have a minimum size of one acre.
2. Setbacks: All campgrounds shall maintain a 50-foot front yard setback and a 25-foot bufferyard from all other property lines.
3. Each campground must maintain water supply, sewage disposal, and water and toilet facilities in compliance with all City ordinances, state and federal regulations; or, alternatively, be limited to use by self-contained campers, providing their own on-board water and disposal systems.

### e. Convenience Storage

When permitted in the AG, RR, and B-2 Districts, convenience storage facilities shall be subject to the following additional requirements:

1. The minimum size of a convenience storage facility shall be 8,712 square feet of lot area;
2. All storage must be within enclosed buildings and shall not include the storage of hazardous materials.

### f. Crematory

When permitted in the MH Zoning District or for a Special Use Permit in a B2 or ML/C-1 Zoning District, a crematory shall be subject to the following additional requirements:

1. Shall only be allowed if licensed by the State of Nebraska and in compliance with any applicable regulatory agency(ies).
2. A plan of operation shall be submitted to the City building department and is required to meet all environmental requirements and accompanied by a site plan showing all existing and future or planned facilities on the site. The plan of operation shall address hours of operation, number of licensed persons on site trained to operate the crematory unit, procedures to be followed in processing the remains, including required permits and authorizations to be obtained from doctors and county coroner as the case may require. Said plan of operation is subject to periodic review which will address all life safety codes.
3. The following setback shall be complied with: a 20 foot setback unless a greater setback is otherwise required under this Code. Landscaping and buffer yards as required under this Code.
4. All services and activities associated with said crematory must take place within a completely enclosed building, including the unloading of human remains from the transporting vehicle and must maintain the integrity of the surrounding area.

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5. All driveway approaches at least 20 feet outward from the crematory toward the City street must be paved with either concrete or asphalt.

### g. Sexually Oriented Business

When permitted in an ML/C-1 Zoning District with a Special Use Permit, a sexually oriented business shall be subject to the following additional requirement:

1. Shall not be operated within 300 feet of:
  - (a) A church;
  - (b) A public or private elementary or secondary school;
  - (c) A boundary of a residential or historic district;
  - (d) A park or recreational trail;
  - (e) A property line of a lot devoted to a residential use;
  - (f) A hospital; or
  - (g) A fairgrounds.

## **6-6 Supplemental Use Regulations: Industrial Uses**

### a. Resource Extraction

Resource extraction, where permitted, is subject to the following additional requirements:

1. Erosion Control: A resource extraction use may not increase the amount of storm runoff onto adjacent properties. Erosion control facilities, including retention or detention and sediment basins, are required of each facility if necessary to meet this standard.
2. Ponding of Water: The site may be used as a lake or body of water, subject to approval by the City Council with the recommendation of the Planning Commission and the Lower Loup Natural Resources District.
3. Storage of Topsoil: Topsoil shall be collected and stored for redistribution at the site where mining took place following the end of the operation, except where ponding is approved
4. Elimination of Hazards: Excavation shall not result in a hazard to any person or property. The following measures are required:
  - (a) Restoration of slopes to a gradient not exceeding 33% as soon as possible;
  - (b) Installation of perimeter safety fencing of at least 6 feet in height; when located within 300 feet of any residential or public use district. Acceptable fencing types

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include chain link, wood, metal or vinyl with no opening which would allow a 4 inch sphere to pass through.

- (c) Installation of visual screening adjacent to any property within a residential or public use district. If fencing required in above (b) is solid, it may be used to fulfill this requirement.
5. Restoration of Landscape: The topography and soil of the resource extraction site shall be restored and stabilized within nine months of completion of the operation. The site shall be seeded, planted, and contoured in a way that prevents erosion.
  6. Topographic & Site Plan: Submittal must include a proposed topographic plan and, if applicable, a subdivision layout of the completed project.

### b. Salvage Services

1. Screening:
  - (a) The perimeter of each new facility shall be fully enclosed by opaque, free-standing fencing, or screen walls. Minimum height of this enclosure shall be ten feet. Any such enclosure shall be constructed behind required landscaped bufferyards.
  - (b) Each existing salvage services facility shall be screened as provided above within one year of the effective date of this Ordinance.
2. Storage of materials within any salvage services facility may not be higher than the height of the surrounding screen fence or wall.
3. No Salvage Services use may be established within 300 feet of the nearest property line of a residential or public use zoning district.

### c. Development within County Designated Industrial Areas

1. All applications for Industrial Areas proposed for designation by Platte County under Sections 13-11 through 13-1121 shall be referred by the City of Columbus to the Planning Commission for review and recommendations. Following Planning Commission action, the City Council shall act on the request.
2. Any agreement between Columbus and Platte County involving approval of such a designation may include, but not be limited to, the following conditions:
  - (a) The proposed Industrial Area designation is consistent with the principles and objectives of the Comprehensive Plan;

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(b) The City reserves the right to request and receive an annual report from any owner or renter of property within the designated Industrial Area, accurately indicating the current and proposed use of any land, buildings, or facilities within the area. The annual report may be requested in January of each year is due on or before March 1 of that year. Failure to submit an acceptable annual report within this schedule shall result in revocation of occupancy permits and zoning privileges granted by the City;

(c) Any newly created Industrial Area shall be designated for a period not to exceed 10 years. The City Council, after recommendation by the Planning Commission, may extend this term in two-year increments, up to a maximum term of twenty years;

(d) These provisions do not apply to Industrial Areas designated before December 5, 1983. However, the City may request the Platte County Board to review existing Industrial Areas within the city's jurisdiction from time to time.

### 6-7 Home-Based Businesses

The intent of this section is to allow residents the opportunity to use their residence as a place to produce or supplement their personal and family income, while protecting residential areas from adverse effects associated with a home-based business and to achieve and maintain an attractive and efficiently functioning community. Home-based businesses are permitted in residential units subject to the conditions set forth in this section.

#### a. Violations

1. A home-based business shall comply with all City Codes.
2. If a violation of the City Code exists, the zoning administrative officer or his/her designee shall, in writing, note the specific area of noncompliance and the home-based business shall have a ten (10) day period in which to achieve compliance. Failure to comply with City Codes shall constitute an offense.

#### b. Building Use

The home-based business shall be incidental to the residential use of the property where it is operated. No more than 30% of the total first floor area of the primary residential structure on the premises shall be used for the operation of home-based businesses. To be considered a home-based business, at least one owner of such business must live on the premises.

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### c. External Activities

Any outdoor activities carried out in conjunction with the home-based business must be in keeping with, and maintain the integrity of, the surrounding residential area.

1. The growing, in an unobtrusive manner, of plants, flowers, vegetables, fruit, and similar materials utilized in the operation of the home-based business need not be screened.
2. Other activities not consistent with the character of the surrounding residential area must be screened from view.

### d. External Effects

The home-based business shall not constitute a hazard or nuisance to neighboring properties.

1. Outdoor storage of any equipment, machinery, parts, goods, materials, or other appurtenances of the business shall not be permitted.
2. The home-based business shall not involve the parking or storage of tractor-trailers, semi-trucks, or heavy equipment, such as construction equipment, used in a business.
3. Welding, vehicle body repair, vehicle painting, mechanical repair, rebuilding or dismantling of vehicles, or other like businesses are not allowed as home-based businesses.
4. Businesses which involve the production, storage, distribution, or collection of hazardous chemicals, toxic materials, fireworks, or similar materials, or other like businesses, are not allowed as home-based businesses.
5. The home-based business shall not cause glare, noise, odors, or electronic interference to the residents of surrounding properties.
6. The home-based business shall not require additional on- or off-street parking.

### e. Employees

A home-based business may employ individuals under the following conditions:

1. At any given time, a home-based business may employ no more than two (2) individuals that are not a resident of the primary home.

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2. If more than one home-based business is operated from the same residential property, the maximum number of employees applies to all businesses taken together, not to each business separately.

### f. Signage

Signage designating a home-based business shall be limited to one non-illuminated and non-reflective sign.

1. Signage may include at most the name of the home-based business, a logo symbol, contact information, address, and indication of the appropriate public entrance. The sign may contain less information. The sign may not exceed four square feet and must be attached to the building.
2. The presence or design of the sign shall not detract from the property or the surrounding residential area; neither shall its size constitute a visual hazard. Signage must be contained entirely on the property and must maintain appropriate distances from the boundaries of neighboring properties.

### **6-8 Supplemental Use Regulations: Accessory Uses**

#### a. Permitted Accessory Uses: Residential Uses

Residential uses may include the following accessory uses, activities, and structures on the same lot.

1. Private garages and accessory buildings for the residential use shall not be allowed on more than 50% of the allowable lot coverage and no single detached accessory building shall exceed 35% of the allowable lot coverage
2. Recreational activities and uses by residents.
3. Home occupations, subject to Section 6-7 of these regulations.
4. Residential convenience services for multi-family uses and Non Traditional Residential.
5. Garage sales, provided that the frequency of such sales at any one location shall not exceed one during a continuous two month period or four sales during any twelve month period.
6. Automobile sales are prohibited except those automobiles which are for sale by the owner of the residence on a temporary basis not to exceed two (2) months in any calendar year.
7. Within the RR Rural Residential District only, any lot of two acres and over may maintain one horse, llama, other hooved animal, or large bipedal bird. Such a lot may have one additional animal for each additional full acre of lot area over two acres, up to

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a maximum total of five animals. The animal or animals provided for in this paragraph shall be subject to the approval of a Special Use Permit.

Animal production as defined in 3-3(c) shall be subject to a special use permit within the RR Rural Residential District.

### b. Permitted Accessory Uses: Civic Use Types

Guidance Services and Health Care use types are permitted in the MH General Industrial zoning districts only as accessory uses to a primary industrial use.

### d. Permitted Accessory Uses: Agricultural Use Types

1. Garden centers and roadside stands, subject to the regulations set forth in Section 6-2(a)(2).
2. Other uses and activities necessarily and customarily associated with the purpose and functions of agricultural uses.

## **6-9 Supplemental Use Regulations: Outdoor Storage**

Outdoor storage is prohibited in all zoning districts except the MH General Industrial zoning district, except as provided in this section.

### a. Agricultural Use Types

Outdoor storage is permitted where incidental to agricultural uses.

### b. Civic Use Types

Outdoor storage is permitted where incidental to Maintenance Facilities.

### c. Commercial Use Types

1. Outdoor storage is permitted where incidental to Agricultural Sales and Service; Auto Rentals and Sales; Construction Sales; Equipment Sales and Service; Stables and Kennels; and Surplus Sales.

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2. Outdoor storage is permitted where incidental to Body Repair, provided that such storage is completely screened at property lines by an opaque barrier, as set forth in Section 8-5. This provision shall apply to any Body Repair use established after the effective date of this Ordinance.

### d. Industrial and Miscellaneous Use Types

1. Light Industry within the B-1 Central Business District zoning district may not include outdoor storage.
2. Outdoor storage is permitted where it is incidental to Light Industry outside of the B-1 Central Business District. . Any such outdoor storage within General Industry; Heavy Industry; Resource Extraction; Salvage Services; Warehousing; and Construction Yards is subject to screening requirements set forth in Section Eight.
3. Outdoor storage is permitted where incidental to landfills.

### **6-10 Supplemental Use Regulations: Swimming Pools**

#### GENERAL PROVISIONS

##### a. DEFINITION.

The term PRIVATE RESIDENTIAL SWIMMING POOL is hereby defined as a receptacle for water, or an artificial pool of water having a depth at any point of more than two feet, intended for the purpose of immersion or partial immersion therein of human beings and including all appurtenant equipment, constructed, installed and maintained in or above the ground outside of a building used for family dwelling units; provided the PRIVATE RESIDENTIAL SWIMMING POOL is maintained by an individual primarily for the sole use of the individual's household and guests and not for the purpose or in connection with any business operated for profit.

##### b. COMPLIANCE REQUIRED.

Every private residential swimming pool constructed, installed and maintained hereafter shall comply with all applicable provisions of this Code.

##### c. PERMIT REQUIRED.

It shall be unlawful to proceed with the construction, installation, enlargement or alteration of any private residential swimming pool and appurtenances within the City unless a permit therefor shall have first been obtained from the Community Development Department.

##### d. PERMIT FEES.

## CHAPTER 1, ARTICLE 6: SUPPLEMENTAL USE REGULATIONS

The fee for a permit for the erection or construction of a swimming pool shall be as set by resolution.

### e. DRAWINGS, PLANS AND PERMITS.

1. All drawings and plans for the construction, installation, enlargement or alteration of any private residential swimming pool and appurtenances for which a permit is required shall first be presented to the Engineer for examination and approval as to the proper location, construction and use.
2. All plans and drawings shall be drawn to a scale of not less than one-eighth of an inch to the foot, on paper or cloth, in ink or by some process that will not fade or obliterate. All distances and dimensions shall be accurately figured and drawings made explicit and complete, showing the lot lines, and including information pertaining to the pool, walk and fence construction, water supply system, drainage and water disposal systems and all appurtenances pertaining to the swimming pool.
3. All private residential swimming pools, appurtenances, water supply and drainage systems shall be constructed in conformity with the approved plans. If any deviations from the plans are desired, a supplementary plan covering that portion of the work involved shall be filed for approval and shall conform to the provisions of this chapter.

## REGULATIONS

### f. LOCATION.

Private residential swimming pools shall be permitted in residential zones only. No portion of a private residential swimming pool shall be located at a distance less than eight feet from any side or rear property line or building line. Pumps, filters and pool water disinfection equipment installations shall be located at a distance not less than eight feet from any side property line. Pools and appurtenant equipment shall not be permitted in the side yard between dwellings.

### g. RECIRCULATION POOLS.

All private residential swimming pools shall be of the recirculation type in which circulation of the water is maintained through the pool by pumps; the water drawn from the pool being clarified and disinfected before being returned to the pool.

### h. MATERIALS.

1. Private residential swimming pool walls and floor shall be constructed of any impervious material which will provide a tight tank with white or light colored finished easily cleaned

## CHAPTER 1, ARTICLE 6: SUPPLEMENTAL USE REGULATIONS

surfaces. The floor or bottom surface of the pool shall have a nonslip finish as smooth as possible. The side and end walls of a pool shall present a smooth finish and shall be vertical to a depth of at least six feet or shall have a slope or curvature meeting one of the following conditions.

(a) The pool wall may be vertical for 30 inches from the water level below which the wall may be curved to the bottom with a radius at any point equal to the difference between the depth at that point and 30 inches.

(b) To a depth of six feet, except as in division (A)(1), the wall's slope shall not be less than one foot horizontal in six feet vertical.

2. Pool walls that are to be lined with a plastic liner shall be constructed of masonry or reinforced concrete.

### i. WALK AREAS.

Unobstructed walk areas not less than 36 inches wide shall be provided to extend entirely around the pool. The walk areas shall be constructed of impervious material and the surfaces shall be of such as to be smooth and easily cleaned and of nonslip construction. The slope of the walks shall have a pitch of at least one-fourth inch to the foot designed so as to prevent back drainage from entering the pool.

### j. FENCES.

All private residential swimming pools shall be completely enclosed by a fence erected along the periphery of the pool walks. All fence openings or points of entry into the pool area enclosure shall be equipped with gates. The fence and gates shall be four feet six inches in height above the walk grade level and shall be constructed of a minimum number nine gauge woven wire mesh corrosion-resistant material or material approved by the Engineer. All gates shall be equipped with self-closing and self-latching devices placed at the top of the gate and made inaccessible to small children. All fence posts shall be decay or corrosion-resistant and shall be set in concrete bases.

### k. STEPS OR LADDERS.

Two or more means of egress in the form of steps or ladders shall be provided for all private residential swimming pools. At least one such means of egress shall be located on a side of the pool at both the deep end and shallow end of the pool. Treads of steps and ladders shall be constructed of nonslip material and at least three inches wide for their full length. Steps and ladders shall have a handrail on both sides.

### l. WATER SUPPLY.

## CHAPTER 1, ARTICLE 6: SUPPLEMENTAL USE REGULATIONS

No source of water other than that secured from the City waterworks distribution system shall be used in private residential swimming pools unless City water is not available.

m. ELECTRICAL REQUIREMENTS.

All electrical installations provided for, installed and used in conjunction with private residential swimming pools shall be in conformance with the Electrical Code.

('63 Code, § 4-3-17) Penalty, see § 10.99

n. SAFETY PRECAUTIONS.

1. A skilled swimmer shall be present at all times that private residential swimming pools are in use.
2. Every private residential swimming pool shall be equipped with one or more throwing ring buoys not more than 15 inches in diameter and having 60 feet of three-sixteenths inch manila line attached and one or more light but strong poles with blunted ends and not less than 12 feet in length for making reach assists or rescues.
3. No diving board or platform more than three feet above the water level shall be installed for use in connection with any private residential swimming pool.

# CHAPTER 1, ARTICLE 7: SUPPLEMENTAL SITE DEVELOPMENT REGULATIONS

## 7 ARTICLE SEVEN

### SUPPLEMENTAL SITE DEVELOPMENT REGULATIONS

#### 7-1 Purpose

The Supplemental Site Development Regulations recognize the existence of special conditions that cannot comply literally with the site development regulations set out for each zoning district. Therefore, these regulations qualify or modify the district regulations of this title and provide for specific areas of exception.

#### 7-2 Setback Adjustments

##### a. Lots Adjoining Alleys

In calculating the depth of a required side or rear yard setback for a lot adjoining a dedicated public alley, one-half of the alley may be credited as a portion of the yard. However, no residential structure may be nearer than ten feet to the near side of the alley.

##### b. Exceptions to Openness of Required Yards

Every part of a required yard shall be open and unobstructed from finished grade upward, except as specified herein.

1. Window sills, belt courses, cornices, eaves, flues and chimneys, and ornamental feature may project two feet into a required yard.
2. Terraces, patios, uncovered decks, and ornamental features which have no structural element more than two feet above or below the adjacent ground level may project ten feet into a required yard. However, all such projections must be set back at least three feet from an adjacent side lot line; or twenty feet from any street property line.
3. Uncovered deck may be attached to the rear of a house, and constructed so that it is no closer than 15' from the rear lot line of said property. (*Ordinance 94-28*)
4. Fire escapes, fireproof outside stairways, and balconies opening to fire towers may project a maximum of 3 1/2 feet into required yards, provided that they do not obstruct the light and ventilation of adjacent buildings.

## CHAPTER 1, ARTICLE 7: SUPPLEMENTAL SITE DEVELOPMENT REGULATIONS

5. For buildings constructed upon a front property line, a cornice may project into public right-of-way. Maximum projection is the smaller of four feet or five percent of the right-of-way width.
6. In commercial and business districts, a canopy may extend into a required front yard, provided that the canopy is set back at least five feet from the front property line, covers less than fifteen percent of the area of the required front yard, and has a vertical clearance of at least eight feet six inches.
7. Accessory buildings in residential districts, including private and community garages, may be located a minimum of two feet from the side lot line and ten feet from the rear lot line. The rear yard setback may be reduced to two feet if bounded by an alley if set back is sixty feet or more from the front lot line. An accessory building must have an additional rear and side setback of one foot for every two feet or portion thereof of height over 15 feet. Any such accessory building must be located at least six feet from the main structure. No accessory building in an R-1, R-2 or R-3 district shall not exceed 20 feet in height at the peak. No residential accessory buildings permitted on NTR Park or Subdivision lots.
8. Lamp posts with a maximum height of ten (10) feet, and flag poles up to maximum height of base district may be located within required yards, provided they are set back at least five (5) feet from property lines.

### c. Setback Adjustments

#### 1. Setbacks on Built-Up Blockfaces

These provisions apply if any of the buildings on that blockface have front yard setbacks less than those required for the specific district.

- (a) If a building is to be built on a parcel of land within 100 feet of existing buildings on both sides within the same blockface, the minimum front yard shall be equal to the setbacks of the adjacent buildings with the least setback.
- (b) If a building is to be built on a parcel of land within 100 feet of an existing building on one side only, the minimum front yard shall be the setback of the adjacent building.
- (c) If a building is to be built on a parcel of land not within 100 feet of an existing building on either side, then the minimum front yard shall be the mean setback of all existing buildings on the blockface.

## CHAPTER 1, ARTICLE 7: SUPPLEMENTAL SITE DEVELOPMENT REGULATIONS

### 2. Corner Lots

Required setbacks shall not reduce the buildable width of any corner lot to less than 24 feet. Appropriate setback adjustments shall be allowed to maintain this minimum width.

#### d. Double Frontage Lots

In Rural Residential zoned double frontage lots on a major street, and with no access to that street, may have a 25-foot minimum front yard setback along said street. All other double frontage lots must provide full front yard setbacks from each adjacent street.

#### e. Antennas

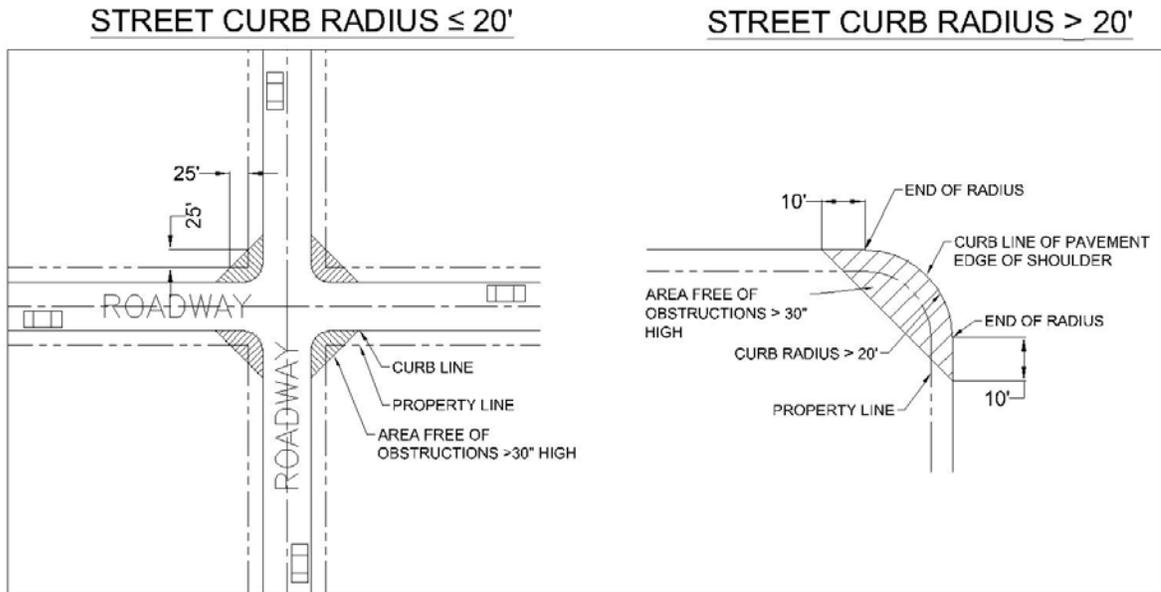
1. No antennas are permitted in the front yard.

#### f. Vision Clearance Zones

No structures, plantings to maturity, landscaping, or fences shall be built or placed above a maximum height of 30-inches above the established curb grade within a triangle formed by a line connecting points twenty-five feet along each leg from the property lines from their point of intersection and as extended to the public or private street or driveway, trail, or traveled way which may obstruct the line of sight of drivers and/or pedestrians approaching the intersection as show in figure 7-2 (a). Vision clearance where private driveways and streets or courts meet shall be subject to approval of the Building Official.

# CHAPTER 1, ARTICLE 7: SUPPLEMENTAL SITE DEVELOPMENT REGULATIONS

FIGURE 7-2 (a)



g. Attached structures extending into public rights-of-way within the Downtown Business District, excluding roadways.

Attached structures, such as awnings, canopies and signs may extend no more than 48 inches from the façade or facewall of the building to which it is attached. These structures must maintain a vertical clearance of at least 7 feet and 6 inches.

## 7-3 Height Exceptions

These provisions allow exceptions to the height limit of any zoning district in certain situations.

### a. Vertical Projection

Chimneys, cooling towers, building mechanical equipment, elevator bulkheads, fire towers, grain elevators, non-parabolic receiving antennas, tanks, solariums, steeples, penthouses not exceeding 25 percent of total roof area, flag poles, stage towers or scenery lofts, City owned towers used for emergency communications and water towers may be built to any height in accordance with existing ordinances.

## CHAPTER 1, ARTICLE 7: SUPPLEMENTAL SITE DEVELOPMENT REGULATIONS

### b. Radio Towers

1. Radio towers, operated by licensed amateur radio operators, may be built to a height as set forth in paragraph 2 below provided such towers do not exceed the height limitations set by Table 4-3. This exception does not apply to parabolic antennas, designed to receive signals from satellites.
2. Such radio towers shall not be located within a street yard of the primary use, and shall be located no less than 110 percent of the tower's height from a property line of an adjacent property within any zoning district.

### c. Dwellings

Dwellings may exceed the height limit of their zoning districts by a maximum of ten feet, provided that each such building shall have a side yard setback of one foot in addition to required setbacks from each property line for each foot of height over the maximum height of the zoning district.

### d. Wind Energy Conservation Systems (WECS)

Wind Energy Conservation Systems are exempt from the height restrictions of the base district in accordance with existing ordinances.

### e. Federal Aviation Administration Rules

No structure may be built in any zoning district which exceeds the maximum height permitted under the rules of the Federal Aviation Administration. These rules describe the glide angles and operational patterns for any airport within the planning jurisdiction of the City of Columbus.

# CHAPTER 1, ARTICLE 7: SUPPLEMENTAL SITE DEVELOPMENT REGULATIONS

## 7-4 Allowable Adjustments to Site Development Regulations for Creative Subdivisions

### a. Purpose

Section 4-3 of the Subdivision Chapter of the Land Development Ordinance provides for creative subdivisions. Creative subdivisions allow for greater flexibility in the design and development of subdivisions, in order to produce innovative residential environments, provide for more efficient use of land, protect topographical features, and encourage the preservation of common area and open space. These special regulations and exceptions apply only to creative subdivisions.

### b. Site Area Per Unit

1. Unless otherwise provided, the site area per unit for a creative subdivision as a whole shall be that of the zoning district in which such subdivision is located. For the purpose of computing site area per unit, the area of public streets and private ways within the subdivision must be excluded. Residential use types may be combined within the creative subdivision provided that the subdivision as a whole complies with the required maximum density of the zoning district.
2. In the AG or RR Districts, the minimum site area per unit may be reduced by 50 percent in creative subdivisions.

### c. Perimeter Yards

1. The required setback for any structure within a creative subdivision from a perimeter public street shall be the required setback for the zoning district.
2. The required setback for any structure within the subdivision from any property line which forms the boundary of the subdivision shall be at least 20 feet.

### d. Area and Yards for Individual Lots

1. Minimum lot areas may be reduced by a maximum of 50%. Street Side yards may be reduced by a maximum of 25%. Interior and Back yards may be reduced by a maximum of 50%, provided a minimum separation of ten feet shall be established for all residential structures not attached to one another. A creative subdivision must be planned and developed as a common development.

## CHAPTER 1, ARTICLE 7: SUPPLEMENTAL SITE DEVELOPMENT REGULATIONS

### e. Coverage and Landscaping Requirements

Individual lots in a creative subdivision may increase maximum building and impervious coverage limitations by 20%.

## 7-5 Fence Regulations

### a. Location Restriction

Unless otherwise provided by this title or other sections of the Columbus Municipal Code, no fence shall be built on any lot or tract outside the surveyed lot lines.

### b. Sight Obstruction

No solid fence permitted or required by this title or other sections of the Columbus Municipal Code shall be built or placed above a maximum height of 30-inches above the established pavement surface or shoulder grade within a triangle formed by a line connecting points twenty-five feet along each leg from the property lines from their point of intersection and as extended to the public or private street, driveway, trail, or traveled way which may obstruct the line of sight of drivers and/or pedestrians approaching the intersection.

### c. Residential Fences

Fences constructed within residential districts or on land used for residential purposes are subject to the following provisions.

1. Height: The maximum height of a fence within a required front yard or street side yard setback shall be four feet. The maximum height for any fence outside of a required front yard may be up to six feet.
3. Exception for Back Yards of Double Frontage Lots: A fence built within the required back yard of a double frontage lot, provided no residential access is provided to the back yard street, may be a maximum of six feet in height.

### d. Office, Commercial, and Industrial Fences

## CHAPTER 1, ARTICLE 7: SUPPLEMENTAL SITE DEVELOPMENT REGULATIONS

Fences constructed in commercial and industrial districts are subject to the following special provisions:

1. LC, UC, and B-1 Districts: The maximum height of a fence may not exceed six feet if located outside of the required front or street side yards. Fences within the front and street side yards may not exceed four feet.
2. B-2, ML/C-1, MH Districts: The maximum height of a fence within a required front yard or street side yard setback may not exceed six feet. The maximum height for a fence outside of required front yard or street side yard setbacks may not exceed ten feet.

### 7-6 Appeals

Denial, revocations, or cancellations of a building permit based on the provisions of this Section may be appealed to the Board of Adjustment, as set forth in Sections 12-8 and 12-9.

# CHAPTER 1, ARTICLE 8: LANDSCAPING, SCREENING, AND PERFORMANCE STANDARDS

## 8 ARTICLE EIGHT

### LANDSCAPING, SCREENING, AND PERFORMANCE STANDARDS

#### 8-1 Purpose

The Landscaping and Screening Regulations provide additional guidance on the development of sites within Columbus by addressing landscaping and screening requirements. They are designed to improve the appearance of the community; buffer potentially incompatible land uses from one another; and conserve the value of properties within the City of Columbus.

#### 8-2 Applicability

The provisions of Section 8-3, Landscaping Requirements, shall apply to all new development on each lot or site upon application for a building permit, except for the following:

- a.
- b. Remodeling, rehabilitation or improvements to existing uses or structures which do not substantially change the location of structures, parking, or other site improvements;
- c. Additions or enlargements of existing uses or structures which increase floor area or impervious coverage area by less than 20 percent. Where such additions or enlargements are 20 percent or greater..

#### 8-3 Landscaping Requirements

Landscaping shall be required adjacent to each street property line and within street yards as set forth in Table 8-1.

**CHAPTER 1, ARTICLE 8: LANDSCAPING, SCREENING, AND PERFORMANCE STANDARDS**

**TABLE 8-1**

**REQUIRED LANDSCAPING DEPTH**

Zoning District	Depth of Landscaping Adjacent to Street Property Line
AG	35 feet
RR	50 feet
R-1	20 feet
R-2	20 feet
R-3*	20 feet
NTR Park	10 feet
NTR Subdivision	20 feet
O	20 feet
LC	20 feet
UC	15 of the depth of the street yard. Landscaped area between curb to sidewalk may be counted toward this requirement.
B-1	No Requirement
B-2	10 feet
ML/C-1	No Requirement
MH	No Requirement

# CHAPTER 1, ARTICLE 8: LANDSCAPING, SCREENING, AND PERFORMANCE STANDARDS

## 8-4 Bufferyard Provisions

These provisions apply when a use is established in a more intensive zoning district (District A) which is adjacent to a less intensive zoning district (District B). The owner, developer, or operator of the use within District A shall install and maintain a landscaped bufferyard on his/her lot or site, as set forth in this section. Bufferyard requirements apply only to those districts indicated in Table 8-2.

- a. The bufferyard dimensions set forth in Table 8-2 apply to zoning districts which share a common lot line or are adjacent but separated by an intervening alley.
- b. When a street separates adjacent zoning districts requiring a bufferyard, the size of the bufferyard shall be one-half the required bufferyard set forth in Table 8-2.
- c. Each required bufferyard must be entirely landscaped and free of paved areas, access ways, storage, or other disturbances.
- d. The Plan Administrator may waive bufferyard and screen requirements when adjacent to City owned property, excluding right-of-way and property used for recreational purposes.

**TABLE 8-2  
BUFFERYARD REQUIREMENTS  
(FEET)**

More Intensive District	Less Intensive District						
		AG*	RR	R-1	R-2	R-3*	RMH
	O,LC,UC**	10	10	10	10	10	10
	B-2**	30	30	20	20	20	20
	ML/C-1	30	30	30	30	30	30
	MH	50	50	50	50	50	50
* For residential uses only.							
** No buffer required when use is entirely residential use.							

# CHAPTER 1, ARTICLE 8: LANDSCAPING, SCREENING, AND PERFORMANCE STANDARDS

## 8-5 Screening Standards

### a. Application

Screening is required between adjacent zoning districts indicated in Table 8-2 when one or more of the following conditions in the more intensive zoning district is directly visible from and faces toward the boundary of the less intensive zoning district.

1. The rear elevation of buildings.
2. Outdoor storage areas or storage tanks, unless otherwise screened.
3. Loading docks, refuse collection points, and other service areas.
4. Major machinery or areas housing a manufacturing process.
5. Major on-site traffic circulation areas or truck and/or trailer parking.
6. Sources of glare, noise, or other environmental effects.

### b. Opaque Barrier

A six-foot opaque barrier shall be provided which visually screens the conditions listed in Section 8-5 (a) from less intensive uses as follows:

1. A solid wood, vinyl and/or masonry fence or wall at least six feet in height;
2. A landscaping screen, using evergreen or deciduous materials, capable of providing a substantially opaque hedge-like barrier and attaining a minimum height of six feet within three years of planting;
3. A landscaped earth berm with a maximum slope of three to one, rising no less than six feet above the existing grade of the lot line separating the zoning districts;
4. Any combination of these methods that achieves a cumulative height of six feet.

### c. Location of Screening Wall

1. A screening wall or fence shall be installed within the required buffer yard.

## CHAPTER 1, ARTICLE 8: LANDSCAPING, SCREENING, AND PERFORMANCE STANDARDS

### d. Screening: Effect on Drainage

Screening shall not adversely affect surface water drainage.

## **8-6 General Provisions**

### a. Time of Application

The provisions contained in this Article shall be applied for each individual lot or site when an application for a building permit on such lot is made.

### b. Maintenance of Required Landscaping

Upon installation of required landscape materials, each owner shall take appropriate actions to insure their continued health and maintenance. Required landscaping that does not remain healthy shall be replaced consistent with this Article.

### c. Obstruction of View

Landscaping installed in any landscaped area shall not obstruct the view from or to any driveway approach, street, alley, trail or sidewalk.

### d. Area between sidewalk and curb/edge of pavement

The area between the sidewalk and street curb or edge of pavement shall be grass turf. A maximum of ten (10) percent of this area may be used for mailboxes, paving, or other ground cover.

### e. Exceptions

A development may continue to comply with the bufferyard and screening requirements in effect at the time of issuance of its original permit, regardless of whether an adjacent lot or site is subsequently rezoned to a less intensive district which would otherwise require compliance with bufferyard or screening provisions.

## **8-7 Grade Elevation at Residential Building Setback**

The maximum grade elevation at the residential building setback line shall be the slope not exceed 3 percent as calculated from the top of the pavement curb or edge of roadway to the building setback. Buildings or structures placed further back from the setback, setback larger than 20-feet, roadway right-of-way greater than 60 feet, or other uncommon situations shall have the maximum elevation set by the Building Official.

# CHAPTER 1, ARTICLE 8: LANDSCAPING, SCREENING, AND PERFORMANCE STANDARDS

## 8-8 Performance Standards in the B-2 and ML/C-1 Zoning Districts

### a. Maximum Permitted Sound Levels Adjacent to Residential Zoning Districts

Table 8-3 displays the maximum permitted sound levels that may be generated by uses in the LC, UC, B-2 or ML/C-1 zoning districts where adjacent to residential zoning districts. All measurements shall be taken at or within the boundary between the originating district and the adjacent residential zoning district with a sound level meter meeting ANSI specifications for a Type II or better general purpose sound level meter. The A-weighted response shall be used.

**TABLE 8-3  
MAXIMUM PERMITTED SOUND LEVELS AT RESIDENTIAL BOUNDARIES**

Originating Zoning District	Time	Maximum One Hour Leq* (dbA)
LC,UC,B-2	7:00 a.m. – 10:00 p.m.	65
	10:00 p.m. – 7:00 a.m.	55
ML/C-1	7:00 a.m. – 10:00 p.m.	70
	10:00 p.m. – 7:00 a.m.	55

\* Leq is the constant sound level that, in a given situation and time period, conveys the same sound energy as the actual time-varying A-weighted sound. It is the average sound level and accurately portrays the sound the human ear actually hears.

### b. Lighting Performance Standards

1. Area lighting shall be conducted so that the light source is directed away from areas in residential use or shall be controlled so that candlepower per 1,000 lamp lumens does not numerically exceed 50 lamp lumens (5%) above the vertical angle of 78 degrees above nadir; or emit more than 500 foot-lamberts per unit projected surface area of the luminaire above a 78 degree vertical angle.
2. Luminous element signs shall not exceed 300 foot-lamberts. Luminous building fronts shall not exceed 100 foot-lamberts in average surface luminance. Flood lighted signs shall not exceed 75 foot-lamberts in average surface luminance. Exposed lamp signs and luminous tube signs shall not exceed 400 foot-lamberts in average surface luminance.
3. Illumination resulting from outdoor lighting shall be conducted so that direct or indirect illumination does not exceed 0.5 horizontal foot candles at a boundary line with an adjacent residential zoning district.

# CHAPTER 1, ARTICLE 9: OFF-STREET PARKING

## 9 ARTICLE NINE

### OFF-STREET PARKING

#### 9-1 Purpose

The Off-Street Parking Regulations require that developments provide parking in proportion to the need created by each use. The regulations further establish standards for the functional design of parking facilities. These regulations are intended to accommodate vehicles in a functionally satisfactory manner and to minimize external effects on neighboring properties.

#### 9-2 General Applications

##### a. Applicability

Off-street parking shall be provided for any new building constructed; for new uses or conversions of existing buildings; or for enlargements of existing structures.

##### b. Exemptions

Any use within the B-1 Central Business District is exempt from the off-street parking requirements provided by Section 9-3. Any off-street parking facility constructed in the B-1 District after the effective date of this Ordinance must comply with the design standards set forth in this Article.

#### 9-3 Schedule of Off-Street Parking Requirements

Parking facilities for each use shall be provided in accord with the minimum requirements set forth in Table 9-1.

##### a. Computation

1. When a computation of required parking results in a fraction of .5 or greater, the requirement should be rounded up to the next whole number.
2. Unless otherwise indicated, parking requirements are based on gross floor area. Gross floor areas for the purpose of this calculation exclude any interior space used for the parking or loading of vehicles.
3. When parking requirements are computed on the basis of capacity, capacity shall be determined by the building code in effect for the City of Columbus at the time the use is established.

## CHAPTER 1, ARTICLE 9: OFF-STREET PARKING

**TABLE 9-1**

**OFF-STREET PARKING REQUIREMENTS**

<b>Agricultural Use Types</b>	
Horticulture	1 space per 1,000 square feet of sales area.
Crop Production	No requirement.
Animal Production	No requirement.
Commercial Feedlots	No requirement.
<b>Residential Use Types</b>	
Single-Family Residential	2 spaces per dwelling unit.
Duplex Residential	2 spaces per dwelling unit.
Two-Family Residential	2 spaces per dwelling unit.
Multi-Family Residential	2 spaces per dwelling unit with 2 or more bedrooms, 1.5 spaces for 1 bedroom dwelling units, and 1 space per 2 dwelling units for elderly housing.
Downtown Living Units	0 spaces per dwelling unit. Within existing structures only.
Group Residential	1 space for each two residents.
Non Traditional Residential Park	1 space per dwelling provided in shared parking facility.
Non Traditional Residential Subdivision	1 space per dwelling unit.
<b>Civic Use Types</b>	
Administration	1 space per 500 square feet.
Cemetery	No requirement.
Clubs	1 space per 4 person capacity.
Convalescent Services	1 space per 4 beds.
Cultural Services	1 space per 1,000 square feet.
Day Care Services	1 space per 5 person capacity + 1 space per employee of largest shift.
Group Care Facility	1 space per 4 person capacity + 1 space per employee of largest shift.
Group Home	1 space per 4 person capacity + 1 space per employee of largest shift.
Guidance Services	1 space per 300 square feet.
Health Care	1 space per 300 square feet + 1 space per employee of largest shift.
Maintenance Facilities	See Schedule A.

## CHAPTER 1, ARTICLE 9: OFF-STREET PARKING

Parks and Recreation	No requirement.
Postal Facilities	See Schedule A.
Primary Education	1 space per employee of largest shift + 10 stalls for visitors.
Public Assembly	1 space per 4 person capacity.
Religious Assembly	1 space per 4 person capacity in largest assembly area.
Safety Services	1 space per employee of maximum shift + 1 stall per 1,000 square feet.
Secondary Education	1 space per employee of maximum shift + 1 space for each 4 11th and 12th grade student.
Utilities	1 space per employee of maximum shift.

## CHAPTER 1, ARTICLE 9: OFF-STREET PARKING

**TABLE 9-1**

**OFF-STREET PARKING REQUIREMENTS**

<b>Commercial Use Types</b>	
Agricultural Sales/Service	See Schedule A.
Auto Rental and Sales	See Schedule A.
Auto Service	Three times service capacity.
Body Repair	Four spaces per repair stall.
Business Support Services	1 space per 500 square feet.
Campground	1 space per camping unit.
Cocktail Lounge	1 space per 200 square feet.
Commercial Recreation	1 space per 4 person capacity.
Communications Services	1 space per 500 square feet.
Construction Sales	See Schedule A.
Consumer Services	1 space per 300 square feet.
Convenience Storage	1 space per 10 storage units.
Equipment Sales/ Service	See Schedule A.
Food Sales	1 space per 300 square feet.
General Retail Services	1 space per 500 square feet.
Liquor Sales	1 space per 300 square feet.
Lodging	1 space per unit.
Personal Improvement	1 space per 500 square feet.
Personal Services	1 space per 500 square feet.
Pet Services	1 space per 500 square feet.
Restaurants (Drive-in)	1 space per 50 square feet of customer service area.
Restaurants (General)	Greater of 1 space per 4 person capacity or 1 space per 50 square feet in dining area.
Stables/ Kennels	1 space per employee + 1 stall per 5,000 square feet of site area.
Surplus Sales	See Schedule A.
Veterinary Services	1 space per 500 square feet.

## CHAPTER 1, ARTICLE 9: OFF-STREET PARKING

**TABLE 9-1.**

### OFF-STREET PARKING REQUIREMENTS

<b>Office Use Types</b>	
General Offices	1 space per 500 square feet.
<b>Miscellaneous Use Types</b>	
Broadcasting Tower	No requirement.
Non-Putrescible Landfill	No requirement.
All Landfills	No requirement.
<b>Industrial Use Types</b>	
Agricultural Industries	See Schedule A.
Light Industry	See Schedule A.
General Industry	See Schedule A.
Heavy Industry	See Schedule A.
Railroad Facilities	See Schedule A.
Resource Extraction	1 space per employee on largest shift.
Salvage Services	See Schedule A.
Warehousing	See Schedule A.
Construction Yards	See Schedule A.

## CHAPTER 1, ARTICLE 9: OFF-STREET PARKING

### SCHEDULE A

This schedule sets forth minimum off-street parking requirements for uses with elements that have different functions and operating characteristics.

<b>Function of Element</b>	<b>Requirement</b>
Office or Administration	1 space per 400 square feet.
Indoor Sales, Display or Service Area	1 space per 500 square feet.
Outdoor Sales, Display or Service Area	1 space per 2,000 square feet.
Equipment Servicing or Manufacturing	1 space per 1,000 square feet.
Indoor or Outdoor Storage or Warehousing	1 space per 5,000 square feet.

# CHAPTER 1, ARTICLE 9: OFF-STREET PARKING

## 9-4 Parking Facility Location

### a. Residential Parking

1. Off-street parking for residential uses shall be located on the same lot or site as the use.
2. Off-street parking areas for multi-family or group residential uses shall be at least ten (10) feet from any main building.

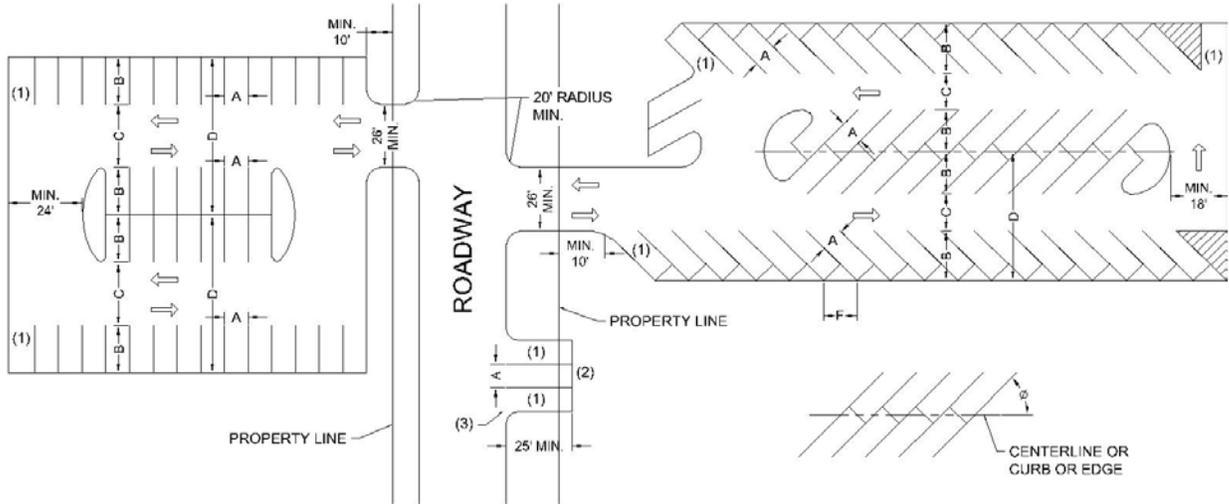
### b. Non-Residential Parking

Off-street parking for non-residential uses shall be located on the same lot or site as the use or within 300 feet of that use if the parking site is zoned for such parking.

## 9-5 Off-Street Parking Design Standards

Off-Street Parking in all zones must meet the following minimum requirements.

FIGURE 9-5: Off-Street Parking Standards



ANGLE (°)	STALL WIDTH (A)	STALL DEPTH (B)	AISLE WIDTH (C)	TYPICAL MODULE (D)
45°	9.0'	18.0'	13.0'	49.0'
60°	9.0'	19.0'	14.0'	52.0'
90°	9.0'	18.0'	24.0'	60.0'

(1) PARKING STALLS ADJACENT TO CLOSED END OF THE AISLE SHALL BE A MINIMUM OF 10 FEET WIDE

(2) 6' SIDEWALK. PUBLIC SIDEWALK EASEMENT MAY BE REQUIRED.

(3) NON-ARTERIAL ROADWAYS ONLY. SUBJECT TO CITY ENGINEER APPROVAL

## CHAPTER 1, ARTICLE 9: OFF-STREET PARKING

### a. Dimensions

1. Parking stalls and aisles shall be provided in accordance with the design standards provided in Figure 9.5: Off-Street Parking Standards and Figure 9.5.c: Parking Lot Internal Island Diagram.

### b. Pavement and Drainage

Off-street parking facilities shall be designed and built to the stormwater management program requirements.

Pavement shall be a minimum of 6-inch thick concrete, equivalent depth asphaltic concrete with subgrade, or pervious concrete a minimum of 6-inch thickness with an aggregate base and underdrain system. Additional thickness may be required depending on the use and design vehicle.

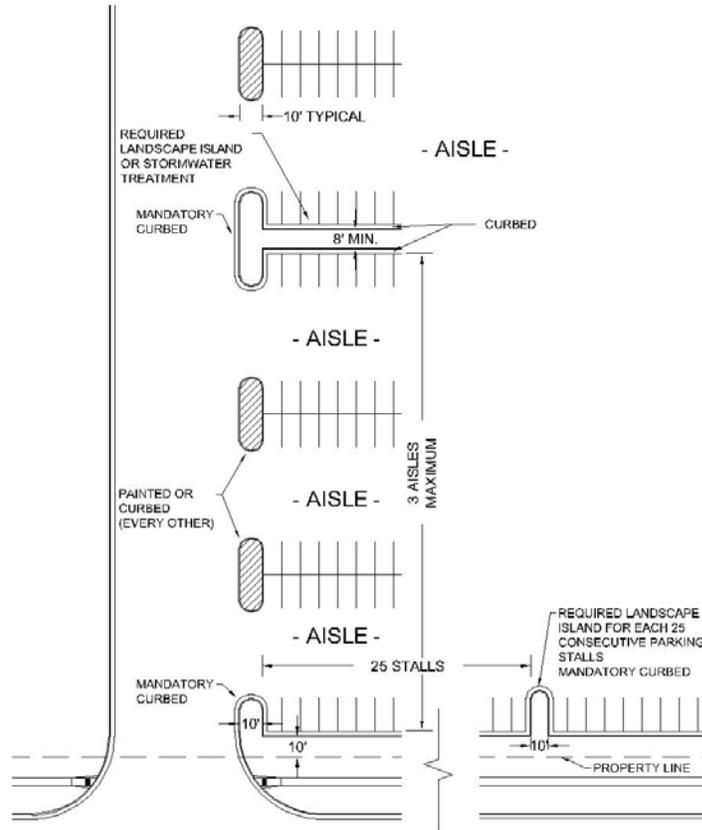
### c. Landscape and Screening Requirements

Unless otherwise noted, each unenclosed parking facility of over 3,000 square feet shall comply with the following regulations:

1. Each unenclosed parking facility shall provide a minimum buffer of ten feet along any street property line;
2. Each parking facility that abuts a residential district shall provide a ten foot landscaped buffer along its common property line with the residential district;
3. Any parking facility which abuts property in a residential district shall provide a grade change, fence, terrace, or other site feature which blocks the sight line of headlights into a residential property, subject to the determination of the Building Official;
4. Each parking facility over 4,500 square feet shall have internal landscape islands as shown in Figure 9.5 (c). Internal landscape island area shall be equal or greater to the (10) percent of the total parking and aisle pavement area. Non-visitor or employee parking lots in MH districts shall be exempt.
5. Internal landscape islands shall be planted with a combination of turf, trees, and understory landscaping such as shrubs, ornamental grasses, and flowering perennials. In islands with trees, rock cover may be allowed as an alternative to turf groundcover or understory landscaping.

# CHAPTER 1, ARTICLE 9: OFF-STREET PARKING

FIGURE 9-5 (c): Parking Lot Internal Island



## d. Entrances and Exits

1. Adequate access to each parking facility shall be provided by means of clearly defined and limited driveways or access points. Such driveways shall be designed to direct nonresidential traffic away from residential areas.
2. Parking facilities other than driveways for single-family, duplex, two-family, or mobile home residential uses must permit vehicles to enter streets in a forward position.
3. Minimum width of access driveways shall be 26-feet with minimum radii of 20-feet on each side.

## e. Safety Features

1. Parking facilities shall be designed to provide visibility of and between pedestrians and vehicles when circulating within or entering or leaving the facility; and shall not create blind, hidden, or hazardous areas.
2. Circulation patterns shall be approved by the Building Official.

## CHAPTER 1, ARTICLE 9: OFF-STREET PARKING

### f. Adjustment

For uses subject to Special Use Permit approval, the City Council, with the recommendation of the Planning Commission, may adjust the minimum requirements of this section, in order to provide design, usability, attractiveness, or protection to adjoining uses in a manner equal to or greater than the minimum requirements of this Article.

### **9-6 Off-Street Loading**

#### a. Loading Requirement

Any use which involves the receipt or distribution of freight, merchandise, supplies, vehicles, or equipment as part of its typical operation shall provide and maintain adequate space for off-street loading and circulation. Loading dock areas shall be designed to avoid undue interference with the public use of streets and sidewalks.

#### b. Design Standards

1. Each loading dock space shall be at least 10 feet wide by 50 feet long, with a vertical clearance of at least 14 feet.
2. Loading dock spaces and access to those spaces, must be entirely paved with concrete or asphalt.
3. Off-street loading areas are subject to the landscaping and buffering requirements for parking facilities set forth in this Article.
4. Loading docks which will catch water, by design, must provide a drain to storm sewer. Must include a sand and oil separator.

### **9-7 Parking for Personal and Recreational Vehicles**

#### a. Applicability

This section permits the parking of personal vehicles on a single lot in a residential district subject to specific conditions. Personal vehicles include passenger cars, vans, pick-up trucks, camper trailers, recreational vehicles, trailers under forty feet in length, and boats.

#### b. Location of Parking

## CHAPTER 1, ARTICLE 9: OFF-STREET PARKING

1. Parking is permitted within any enclosed structure when such structure conforms to the regulations of its zoning district.
  
2. Parking is permitted outside of an enclosed structure subject to Chapter 1, Article 9 of the Unified Land Development Ordinance, the following conditions and in compliance with the City Code:
  - (a) The parking space is provided on a paved, hard-surfaced or graveled driveway or paved pad adjacent to the driveway;
  
  - (b) The vehicle is parked perpendicular to the front curb;
  
  - (c) The vehicle does not encroach on public right-of-way.

### c. Special Provisions for Recreational Vehicles

Parking and storage of recreational vehicles, campers, trailers, and boats is subject to the following additional conditions:

1. The vehicle is maintained in a clean, well-kept state;
  
2. The vehicle may be used only by non-paying guests for a maximum of three consecutive days or fourteen days during any calendar year;
  
3. The vehicle may not be permanently connected to utility lines;
  
4. The vehicle may not be used for the storage of goods, materials, or equipment other than those items that pertain to the use of the vehicle.
  
5. The length of the vehicle shall not exceed twenty feet if the vehicle is parked or stored in a required front yard or street side yard. Longer vehicles may be parked or stored within rear yards or interior side yards behind the required front year setback

**CHAPTER 1, ARTICLE 9: OFF-STREET PARKING**

# CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

## 10 ARTICLE TEN

### SIGN REGULATIONS

#### 10-1: PURPOSE AND INTENT

It is the purpose and intent of Article 10 to promote the public health, safety, and general welfare through reasonable, consistent, and non-discriminatory sign standards. The sign regulations in this Chapter are not intended to censor speech or to regulate viewpoints, but instead are intended to regulate the adverse secondary effects of signs. The sign regulations are especially intended to address the secondary effects that may adversely impact aesthetics, traffic and pedestrian safety.

In order to preserve and promote the City of Columbus as a desirable community in which to live visit, work, and play and do business, a pleasing, visually attractive and safe environment is of foremost importance. Further, it continues to be the purpose of Article 10 to promote optimum conditions for serving sign owners' needs and respecting their rights to identification while balancing the aesthetic and safety interests of the community. The regulation of signs within the City of Columbus and its zoning jurisdiction is necessary and in the public interest, and these regulations have been prepared with the intent of enhancing the visual environment of the City and promoting its continued well-being, and are intended more specifically to:

- A. Provide for the registration of permanent sign installers, construction and design standards for permanent signs, and permit requirement for permanent signs and applicable temporary signs.
- B. Accommodate the rights of individuals to freedom of speech, promote equity among businesses and other typical sign users, and enable the fair and consistent enforcement of sign standards;
- C. Recognize the legitimate signage needs of businesses and other interests to communicate messages provide identification, and enable wayfinding throughout the City for tourists and residents;
- D. Ensure that signage contributes to the maintenance of an aesthetically pleasing visual environment by exercising reasonable regulations over type, size, number, appearance, and location;
- E. Protect property values by minimizing the possible adverse effects of signs on nearby public and private property;
- F. Promote public safety and general welfare by ensuring that signs are properly constructed and maintained to protect the general public from property damage and personal injury;

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

- G. Facilitate traffic flow and safety of pedestrians, bicyclists, and motorists through enforcement of sight lines and other appropriate sign placement regulations; and
- H. Preserve and promote retention of local businesses and further the economic development goals of the City.

### 10-2: APPLICABILITY, INTERPRETATION, SEVERABILITY, AND NON-COMMERCIAL SPEECH SUBSTITUTION

- A. *Applicability.* Each sign or part of a sign erected within the zoning jurisdiction of the City of Columbus must comply with the provisions of this chapter, other relevant provisions of the City of Columbus' Municipal Code, and applicable building codes. The regulations in this article are applicable to all signs in the City's jurisdiction, except as noted in Article 10-5. B, unless otherwise stated.
- B. *Interpretation.* The City shall interpret and apply the sign regulations of Article 10 of the Unified Land Development Ordinances (ULDO).
- C. *Severability and Non-Commercial Speech Substitution.* Any provision of the sign standards that imposes a limitation on freedom of speech shall be construed in a manner that is viewpoint neutral and treats expressive speech either the same as or less restrictive than commercial speech. Any provision of the sign standards that is found to be an unconstitutional limitation on freedom of speech by any court shall be severed from the sign standards in a manner that preserves the standards and protects freedom of speech.

### 10-3: DEFINITION OF TERMS

The following definitions shall be used for terms contained in this Article. Terms not defined in this section may be defined in other areas of City Code.

- A. *SIGN:* Any device, fixture, placard or structure, including its component parts, which draws attention to an object, product, place, activity, opinion, person, institution, organization, or place of business, or which identifies or promotes the interests of any person and which may be viewed from the private property of another or from any public street, road, highway, right-of-way or parking area (collectively referred to as a "public area"). For the purposes of these regulations, the term "sign" shall include all structural members. The term "sign" for regulatory purposes shall not include the following objects: Grave yard and cemetery markers, vending machines, express mail and donation drop-off boxes, drive-thru menu boards, seasonal decorations visible, a building's architectural features visible, or a manufacturer's or seller's markings on machinery or equipment visible.
- B. *SIGN RELATED TERMS:*
  - 1. *ARCHITECTURAL DETAIL/FEATURE/ELEMENT:* Prominent or significant parts or elements of a building or structure including but not limited to; cornices, belt courses, lintels, sills, pediments, columns or pilasters, rustications, or base courses.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

2. *AUXILIARY DESIGN ELEMENTS*: Terms which describe secondary characteristics of a sign, including its method of illumination and other features within the bounds of its basic shape.
3. *AWNING*: An architectural projection that provides weather protection, identity, or decoration and is partially or wholly supported by the building to which it is attached. An awning is typically comprised of a lightweight frame structure over which a covering is attached.
4. *BACKGROUND PANEL*: An area distinctively painted, textured, or constructed as a background for the sign copy or a distinctive background area which is used to differentiate such sign copy from where the sign is mounted, affixed, or painted in a different color, material, etc. from the structure it's attached.
5. *BALLOON*: Any lighter than air, gas filled inflatable object attached by a tether to a fixed place or mounted on the ground or a building.
6. *CABINET*: A sign structure comprised of a frame and a sign face or faces. Though a cabinet sign may include electrical components or support structure, the cabinet refers only to the frame housing the sign face.
7. *CANOPY*: A permanent structure of rigid construction which a covering is attached that provides weather protection, identity, or decoration. A canopy is structurally independent.
8. *CLEARANCE*: The distance between grade and the bottom edge of a sign.
10. *COMMERCIAL BUILDING, MULTIPLE TENANT*: A commercial building with two (2) or more separate tenants having individual entrances and shared parking.
11. *COMMERCIAL CENTER*: A group or cluster of retail shops, offices, or employment buildings which share common parking, landscaping, and/or frontage, and may have a property owners association and have a name which is generally understood by the public to refer to the group or cluster.
12. *FRONTAGE*: The length of a property line of any one (1) premise abutting and parallel to a public street, private way, or court.
13. *ILLUMINATION*: Lighting sources installed for the primary purpose of lighting a specific sign or group of signs.
  - a. *DIRECT ILLUMINATION*: An external source of illumination that is not part of or attached to a sign, which directly illuminates the sign.
  - b. *INDIRECT ILLUMINATION*: A source of illumination, not directly visible, which lights only the background upon which the sign or individual letter is mounted.
  - c. *INTERNAL ILLUMINATION*: A light source entirely within a sign where the source of the illumination is not directly visible.
  - d. *NEON ILLUMINATION*: Any illumination effects using neon or any other inert gas under low pressure, which glows in a distinctive color when exposed to a high voltage electrical current.
14. *INDIVIDUAL LETTERS*: A cutout or etched letter or logo which is individually placed on a wall or freestanding sign.
15. *LOGO*: A graphic symbol representing an activity, use, or business. Logos are registered trademarks or symbols commonly used by a business and may include lettering in addition to graphic designs.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

16. *MASTER SIGN PLAN*: A set of sign design standards established for a multi-tenant building, non-residential complexes with multiple buildings, multi-family building complexes, hospitals, or large-scale mixed-use developments.
17. *MARQUEE*: A permanent roofed structure attached to and supported by a building and typically extends over public right-of-way.
18. *PAN-CHANNEL LETTER*: An individual three-dimensional letter constructed by means of a three-sided metal channel.
19. *PERMITTED SIGN BUDGET*: The permitted square feet of sign area allowed for signage on a premise.
20. *PREMISES*: A tract of one (1) or more lots or sites which are contiguous and under common ownership or control.
21. *RACEWAY*: A structure used for wall-mounted signage with individual letters or characters, located upon the exterior wall surface between the wall and the letters or sign characters. Raceways contain wiring, conduit, transformers, and other electrical components.
22. *SIGN COPY*: Any combination of letter or numbers which is intended to inform, direct, or otherwise transmit information.
23. *SIGN FACE*: The area of a sign on which words and images are placed.
24. *SIGN STRUCTURE*: The structural supports, monument base, foundation, uprights, braces, guides, anchors, and framework of a sign.
25. *VISION CLEARANCE TRIANGLE*: The vision clearance triangle is described in 7-2. (f) for all intersections and intersections of arterial streets.

### C. *SIGN TYPES*:

1. *ABANDONED SIGN*: A sign, including sign face and supporting structure, which refers to a discontinued business, profession, commodity, service, or other activity or use formerly occupying the site; or which contains no sign copy on all sign faces for a continuous period of 6 months.
3. *ATTACHED SIGN*: A sign which is structurally connected to a building or depends upon that building for support
4. *AWNING SIGN*: A sign painted, installed, attached, or otherwise applied to or located directly on an awning.
5. *BANNER SIGN*: A temporary sign composed of cloth, canvas, plastic, fabric, or similar lightweight, non-rigid material that is attached to a structure, building, or fence with cord, rope, cable, or similar method. Detached banner signs are defined as Freestanding Yard Signs.
6. *BALLOON SIGN*: A sign supported by a balloon.
8. *BILLBOARD*: See Outdoor Advertising Signs.
9. *BLADE SIGN*: A portable, stand-alone sign comprised of light fabric that moves with the wind and is supported by a pole structure and a base.
10. *BLINKING SIGN*: See Flashing Sign.
11. *BUILDING MARKER*: See Integral Sign.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

12. *BUSINESS IDENTIFICATION SIGN:* A sign which pertain to the business, service, and/or retail uses and may also include multi-tenant residential uses and other information relative to the conduct of the use located on the premises.
13. *COMMERCIAL CENTER IDENTIFICATION SIGN:* A sign which identifies the name of a commercial center or commercial building with multiple tenants in single ownership or control, sharing parking and access.
14. *CANOPY SIGN:* A sign painted, installed, attached, or otherwise applied to or located directly on a canopy.
15. *CHANGING MESSAGE SIGN:* A sign designed to permit change of copy manually.
16. *DETACHED SIGN:* A sign which is self-supporting and structurally independent from any building.
17. *DIRECTORY SIGN:* A sign showing the locations of tenants in a multi-tenant commercial, office, or employment complex, or tenants in a multi-family residential project.
18. *DOUBLE-FACED SIGN:* A sign consisting of no more than two (2) parallel or near parallel faces supported by a single structure. The angle created by the two (2) faces of a double-faced sign shall not exceed fifteen (15) degrees.
19. *DRIVE-THROUGH LANE SIGN:* A sign oriented to occupants of vehicles utilizing a drive-through lane at an establishment that offers transactions through a window, with or without ordering capability.
20. *ELECTRONIC INFORMATION SIGNS:* On-Premise signs which use an array of electrically illuminated lights, generally controlled by a computer or other electronic programming device, to display information or supporting graphics. Information may include news, events, or information about businesses or attractions.
21. *ELECTRONIC CHANGEABLE MESSAGE SIGN (ECMS):* An Outdoor Advertising Sign that changes the message, advertisement, or copy on the sign face by electronic or mechanical device or process, either automated or remote, regardless of the process used.
22. *FLAG SIGN:* Signs which are emblazoned on a flag, with non-commercial emblems or insignias and are intended to be displayed in a free-flowing manner.
23. *FLASHING SIGN:* Any illuminated sign, on which the artificial source of light is not maintained stationary or constant in intensity and color at all times when such sign is illuminated. For the purposes of this definition, any moving illuminated sign affected by intermittent lighting shall be deemed a flashing sign.
24. *FREESTANDING YARD SIGN:* Any temporary detached sign placed on the ground or attached to a supporting structure, posts, or poles, that is not attached to any building and not placed on sidewalks, driveways, or parking lots.
25. *GROUND SIGN:* A detached on-premise sign built on a freestanding frame, mast, or pole(s) with a clearance no greater than three (3) feet.
26. *HANDHELD SIGN:* A sign carried by persons, which may include persons dressed in costume, for the purpose of advertising a business, service, product, event, or activity.
27. *HISTORIC MARKER:* A marker commemorating a recognized historic person or event, or identifying a historic place, structure, or object.
28. *INFLATABLE SIGN:* A sign that is an air inflated object, which may be of various shapes, made of flexible fabric, resting on the ground or a structure, and equipped with a

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

portable blower motor that provides a constant flow of air into the device. Inflatable signs are restrained, attached, or held in place by a cord, rope, cable, or similar method. May also be referred to as Air-Activated Sign.

29. *INTEGRAL SIGN:* A sign which includes the name of a building, date of erection, monumental citation, commemorative tablet, or other similar sign when carved into stone, concrete, or other building material or made of bronze, aluminum, or other permanent type of construction and made an integral part of the structure to which they are attached.
30. *MARQUEE SIGN:* A sign painted, installed, attached or otherwise applied to or located directly on a Marquee.
31. *MONUMENT SIGN:* An on premise freestanding sign with the appearance of a solid base.
32. *MOVING SIGN:* A sign designed or made to move freely in the wind or designed or made to move by an electrical or mechanical device.
33. *MURAL-ADVERTISING:* See Painted Wall Sign.
34. *NONCONFORMING SIGN:* A sign that was legally erected prior to the adoption of this chapter but which violates the regulations of this chapter.
35. *NUMERIC DISPLAY SIGNS:* On premise signs which display numeric information only. Typical examples include time and temperature displays and fuel price displays. The numeric information may be changed electronically or manually.
36. *OBSOLETE SIGN:* Sign that advertises an activity, business, product or service no longer conducted on the premises on which the sign is located.
37. *OFF-PREMISE SIGN :* A sign displaying advertising copy that pertains to a business, person, organization, activity, event, place, service, or product not principally located or primarily manufactured or sold on the premises on which the sign is located.
38. *ON-PREMISE SIGN:* A sign that advertises or otherwise directs attention to a business, person, organization, activity, event, place, service, or product that occurs on the same parcel where the sign is located.
39. *OUTDOOR ADVERTISING SIGNS:* A panel for the display of information relating to a business, product, event, or other subject of advertising or publicity. Outdoor advertising signs may advertise on premise or off-premise businesses or products, also referred to as a Billboard.
40. *PAINTED WALL SIGN:* A sign painted directly onto the exterior wall of a building containing a logo, business name, or advertisement. May also be referred to as a Mural-Advertising.
41. *PERMANENT SIGN.* A sign constructed of durable materials, attached to the ground or a building in a manner provided by the building code.
42. *POLE SIGN:* An on-premise sign built on a freestanding frame, mast, or pole(s) with a clearance greater than three (3) feet.
43. *PORTABLE SIGN:* A sign not permanently attached to, mounted upon, or affixed to a building, structure, or the ground, and which is easily moved. Examples include A-Frame Signs, T-Frame Signs, and signs on wheels. Portable Sign does not include a Temporary Sign carried by a person or animal.
44. *PORTABLE MESSAGE CENTER SIGN:* A sign not permanently affixed to the ground, building, or other structure, which may be moved from place to place, including, but not

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

limited to, signs designed to be transported by means of wheels. Such signs may include changeable copy.

45. **PROJECTING SIGN:** A sign other than a wall sign that is attached to and projects from a building face.
46. **PUBLIC SIGN:** A sign of a noncommercial nature and in the public interest, erected by or upon the order of a public officer in the performance of his/her public duty, such as safety signs, danger signs, trespassing signs, traffic signs, memorial plaques, and other similar signs, including signs designating hospitals, libraries, schools, and other institutions or places of public interest or concern. This includes all signs erected by the City for government purposes.
47. **ROOF SIGN:** Any sign or part of sign erected upon, against, or directly above a roof or on top of or above the parapet or cornice of a building.
  - a. **INTEGRAL ROOF SIGN:** A roof sign positioned between an eave line and the peak or highest point on a roof, substantially parallel to the face of a building.
  - b. **ABOVE-PEAK ROOF SIGN:** A roof sign positioned above the peak of a roof or above a parapet or cornice.
48. **ROTATING SIGN:** A sign that revolves or turns or has external sign elements that revolve or turn. Such sign may be power-driven or propelled by the force of wind or air.
49. **SIDEWALK SIGN:** A portable, stand-alone sign comprised of panel(s) or face(s) that act as a frame or stand on a base. May also be referred to as Sandwich Board Sign, A-Frame Sign, or T-Frame sign.
50. **SNIPE SIGN:** A sign made of any material when such sign is tacked, taped, nailed, posted, pasted, glued, or otherwise attached to or placed on public property or in the public right-of-way such as, but not limited to, a utility pole, street sign, utility box, fire hydrant, tree, street furniture, or items located on public property; except for A-frame and T-frame signs.
51. **STREET POLE BANNER SIGN:** A display containing changeable copy which is mounted from brackets perpendicular to a street light pole or other freestanding armature structure.
52. **TEMPORARY SIGNS:** Any sign constructed of cloth, canvas, fabric, plywood, or other light materials and intended for display for a short period of time.
53. **TRAFFIC CONTROL DEVICE SIGN:** Any Government Sign located within the right-of-way that is used as a traffic control device and that is described and identified in the Manual on Uniform Traffic Control Devices (MUTCD) and approved by the Federal Highway Administrator as the National Standard. A traffic control device sign includes those Government Signs that are classified and defined by their function as regulatory signs (that give notice of traffic laws or regulations), warning signs (that give notice of a situation that might not readily be apparent), and guide signs (that show route designations, directions, distances, services, points of interest, and other geographical, recreational, or cultural information).
54. **UNLAWFUL VEHICLE SIGN:** A sign which covers more than twenty (20) square feet of the vehicle and/or equipment which identifies a business, products, or services, and which is attached to, mounted, pasted, painted, or drawn on a motorized vehicle or piece of equipment, and is parked and visible from the public right-of-way; unless said

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

vehicle or piece of equipment is used for transporting people or materials in the normal day-to-day operation of the business.

55. **WALL SIGN:** A sign permanently fastened to a wall or parapet of a building or structure in such a manner that the wall or vertical surface of the structure is the supporting structure. For a sign that is painted on a wall, see Painted Wall Sign.
56. **WINDOW SIGN:** A sign applied or attached to a window or visible through a window from the public right-of-way. Window Signs do not include merchandise in a window display.

Illustration 10-1: Permanent Signs Example

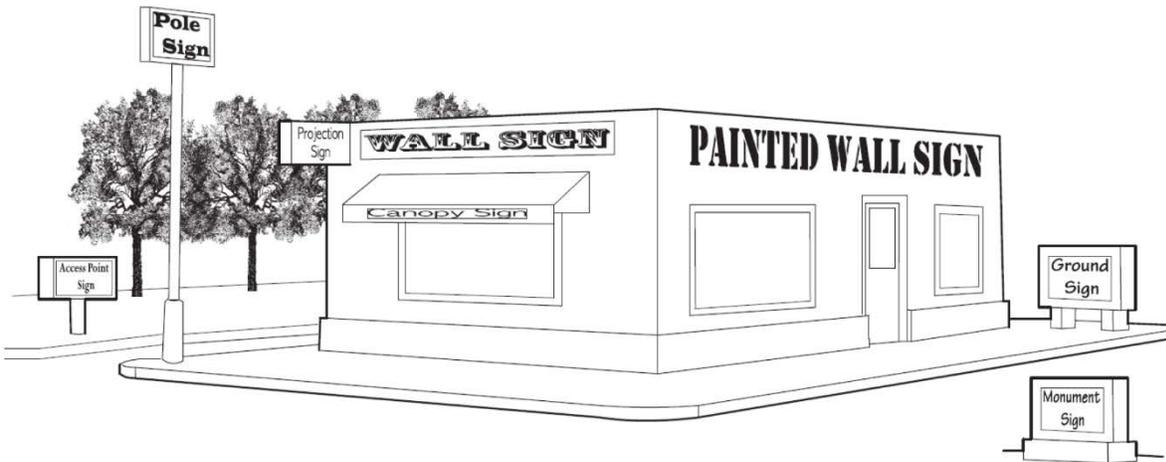
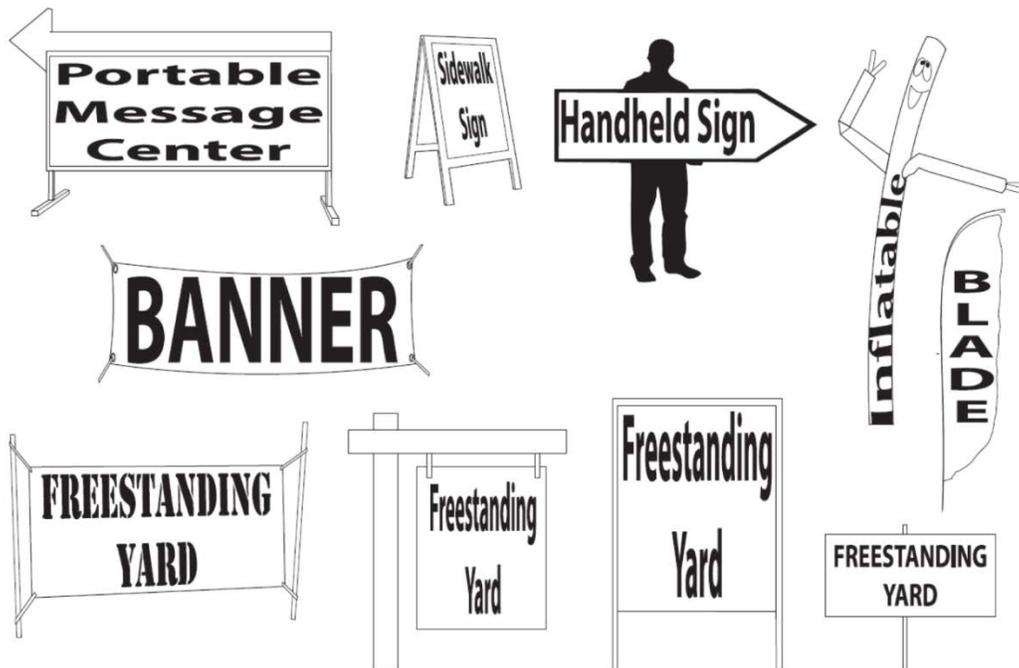


Illustration 10-2: Temporary Signs Example



## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

### 10-4: GENERAL SIGN REGULATIONS

- A. *Construction, Permits, Clearances and Projections, Inspections, Maintenance, Fees, Violations, and Enforcement.* All signs shall be erected, reinstalled, altered, repaired, relocated, permitted, and inspected in compliance with this Article.
1. *Permanent Sign; Registration of Installers*
    - a. No person, firm, or corporation shall engage in the business of installing, altering, repairing, or removing any sign within the corporate limits of the City, unless he/she is registered as Contractor with the City.
  2. *Revocation of Registration; Sign Installers*
    - a. The City Council, by a majority vote, shall have the power to revoke the registration of any sign installer pursuant to this article, upon recommendation of the Building Official, if such registration was fraudulent, or if the sign installer is shown to be grossly incompetent or has twice, within a 12-month period, been found in violation of any provisions of this article. This penalty shall be cumulative and in addition to any and all penalties prescribed for the violation of the provisions of this article.
    - b. Before registration can be revoked, notice shall be issued in writing enumerating the charges against him/her, and he/she shall be entitled to a hearing before the City Council, by appealing in writing no later than five (5) business days from the date of receipt of the notice. The registrant shall be given an opportunity to present testimony, oral or written, and shall have the right of cross-examination. All such testimony before the City Council shall be given under oath. The City Council shall have the power to administer oath, issue subpoenas, and compel the attendance of witnesses in such cases.
  3. *Certificate of Insurance*

Every person applying for registration as a Registered Sign Installer shall present evidence to the Building Official that he/she has an insurance policy providing:

    - a. Worker's compensation insurance.
    - b. Minimum public liability and property damage insurance for the general public in the amounts of: one million dollars (\$1,000,000. 00) for each person, one million dollars (\$1,000,000. 00) each accident, and one hundred thousand dollars (\$100,000. 00) property damage, executed by an insurance company authorized to do business in the State of Nebraska and acceptable to the City.
    - c. The City of Columbus shall be named a Certificate Holder, on the above liability and property damage insurance.
    - d. A thirty (30) day written notice shall be given to the Building Official in the event of expiration or of proposed cancellation of the insurance policy.
  4. *Permit Procedures*
    - a. *Applicability.* A sign permit, approved by the Building Official, shall be required before the erection, construction, alteration, placing, or locating of all applicable signs and/or sign parts within corporate limits of the City or the extra-territorial

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jurisdiction conforming to this title. A change of sign copy within an unaltered cabinet or on an unaltered outdoor advertising sign is exempt from requiring a permit.

- b. *Plans Submittal.* A copy of plans and specifications shall be submitted to the Building Official for each sign regulated by this title. When requested by the Building Official, the applicant shall furnish a certification of the structural integrity of the sign, the reuse of existing elements, and its installation by a Nebraska registered professional engineer or architect with specialization in structures.
- c. *Incomplete Applications.* In the event insufficient information is received to issue a permit, the Community Development Department will request the balance of required information. If no response is received within thirty (30) calendar days of the request, said application will become null and void and information will no longer be kept on file. Any fees paid will be forfeited by applicant.
- d. *Expiration.* If the work authorized by a permit issued under the provisions of the Community Development Department has not been completed within six (6) months after the date of issuance, the permit shall become null and void.
- e. *Appeals.* Any person or persons aggrieved by the decision of the Building Official to approve or disapprove a sign permit, as provided by this Code section, may appeal such decision to the Board of Adjustment.
- f. *Application Fees.* Fees as prescribed in this article are set forth in the City of Columbus Comprehensive Fee Schedule.
  - 1. Where work, for which a permit is required, for this article, is started prior to obtaining the prescribed permit, the fee specified in the City of Columbus Comprehensive Fee Schedule shall be doubled. The payment of such double fees shall not relieve any person from fully complying with the requirements of this article in the execution of the work or from any other penalties prescribed herein.
  - 2. A separate electrical permit is required for the hook-up of an electric sign. Fees are set forth in the City of Columbus Comprehensive Fee Schedule.

### 5. *Design Standards*

- A. *Design; General Requirements.* Signs shall be designed and constructed to comply with the provisions of the City of Columbus code for use of materials, loads, and stresses.
- B. *Design; Drawings and Specifications.* Where a permit is required, as provided in the adopted edition of the International Building Code, construction documents shall be required. These documents shall show the location, dimensions, materials, and required details of construction, including loads, stresses, and anchors
- C. *Design; Clearances and Projections.* All signs must maintain the following clearances and projections as well as any clearances and projections outlined in this Article.
  - 1. *Clearances.* The lowest point of a sign must maintain the following minimum vertical clearances, unless otherwise stated in this Article:

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- a. Seven (7) feet, six (6) inches over sidewalks;
  - b. Fifteen (15) feet over parking lots;
  - c. Eighteen (18) feet over driveways.
2. *Projections.* The projection regulation below shall stand, unless otherwise stated in this Article.
    - a. No sign or sign structure shall project into any street right-of-way.
    - b. No sign or sign structure shall project into any public alley right-of-way.
  - D. *Design; Wind Load.* Signs and sign structures shall be designed and constructed to resist wind forces as specified in the City adopted edition of the International Building Code.
  - E. *Design; Seismic Loads.* Signs and sign structures shall be designed and constructed to resist seismic forces as specified in the City adopted edition of the International Building Code.
  - F. *Design; Working Stresses.* In outdoor signs, the allowable working stresses shall conform to the requirements in the City adopted edition of the International Building Code. The working stresses of wire rope and its fastenings shall not exceed twenty-five percent (25%) of the ultimate strength of the rope of fasteners.

Exceptions:

    1. The working strength of chains, cables, guys, or steel rods shall not exceed one-fifth ( $\frac{1}{5}$ ) of the ultimate strength of such chains, cables, guys, or steel.
    - 2.
  - G. *Design; Footing Design and Loading.* The footing design and/or loading of signs shall be certified by an architect or engineer registered in the State of Nebraska with specialization in structures.
  - H. *Design; Identification.* Every sign and awning erected in the City shall be plainly marked with the name of the person/company erecting such sign or awning, including the permit number under which it was erected. Every electric sign and awning shall have plainly marked thereon the voltage, amperage, rating, and the name of the person/company manufacturing such sign or awning. It shall be unlawful for any person to remove from any sign or awning the identification tag. However, whenever a sign or awning company assumes the maintenance of a sign or awning erected by another, he/she shall place his/her identification thereon. The identification tag shall be maintained so it is legible at all times.

### 6. *Construction Standards*

- A. *Construction; General.* A sign shall not be erected in a manner that would confuse or obstruct the view of or interfere with building exit signs, required by the International Building Code, or with official traffic signs, signals, or devices.

Signs shall not be erected, constructed, or maintained so as to obstruct any fire escape or any window, door, or other opening used as a means of egress, or so as to prevent free passage from one part of a roof to other part thereof. A sign shall not be attached in any way, shape or manner to a fire escape, nor be placed in such manner as to interfere with any opening required for ventilation.

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The supports for all signs or sign structures shall be placed in or upon private property and shall be securely built, constructed and erected in conformance with the requirements of this Code.

B. *Construction; Materials.* Materials of construction for signs and sign structures shall be of the quality and grade as specified for buildings in the City adopted edition of the International Building Code.

1. Awnings and Canopies: Shall comply with the requirements of the City adopted International Building Code.

C. *Construction; Anchorage.* Members supporting unbraced signs shall be so proportioned that the bearing loads imposed on the soil in either direction, horizontal or vertical, shall not exceed the safe values. Braced ground signs shall be anchored to resist the specified wind or seismic load acting in any direction. Anchors and supports shall be designed for safe bearing loads on the soil and for an effective resistance to pullout amounting to a force twenty-five percent (25%) greater than the required resistance to overturning. Anchors and supports shall penetrate to a depth below ground greater than that of the frost line.

Signs attached to masonry, concrete or steel shall be safely and securely fastened thereto by means of metal anchors, bolts, or approved expansion screws of sufficient size and anchorage to safely support the loads applied.

No wooden blocks, plugs, or anchors used in connection with screws or nails shall be considered proper anchorage, except in the case of signs attached to wood framing.

No anchor or support of any sign shall be connected to, or supported by, an unbraced parapet wall, unless such wall is designed in accordance with the requirements of parapet walls, specified for seismic zones as defined in the City adopted edition of the International Building Code.

D. *Construction; Display Surfaces.* Display surfaces in all types of signs may be made of metal, glass, approved plastics, or wood where permitted elsewhere by this article. Glass thickness and area limitations shall be as set forth in Table No. 3-A. Sections of approved plastics on wall signs shall not exceed two hundred twenty-five (225) square feet in area.

Exceptions:

1. Section of approved plastics on signs other than wall signs may be of unlimited area if approved by the Building Official.
2. Sections of approved plastics on wall signs shall be separated three (3) feet laterally and six (6) feet vertically by the required exterior wall construction.
  - a. Sections of approved plastics on signs other than wall signs may be contiguous if approved by the Building Official.

E. *Construction; Approved Plastics.* Notwithstanding any other provisions of this Code, plastics that burn at a rate not faster than two and a half (2 ½) inches per minute when tested in accordance with ASTM D635 shall be approved for use as

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the display surface material and for the letters, decorations, and facings on signs and outdoor display structures. Signs erected within five (5) feet of an exterior wall in which there are openings shall be constructed of noncombustible material.

- F. *Construction; Electrical.* Clearance from overhead power lines. When installed, signs shall maintain clearance from overhead power lines as follows:
1. Less than seventy hundred fifty (750) volts: Seven (7) feet horizontally and vertically
  2. Over seven hundred fifty (750) volts: Ten (10) feet horizontally and vertically

The term "overhead conductors" as used in this article means any electrical conductor, bare or insulated, installed above the ground, except such conductors as are enclosed in iron pipe or other material covering of equal strength.

- G. *Construction; Illumination.* A sign shall not be illuminated by means other than electrical and electrical devices and wiring shall be installed in accordance with the requirements of NFPA 70. An open spark or flame shall not be used for display purposes unless specifically approved.

Signs that require electrical service shall comply with NFPA 70. Every electric sign installed in the City shall bear the label of an approved testing agency and shall meet the applicable articles of the National Electric Code as adopted by the City.

- H. *Construction; Inspection.* All ground, monument, and pole signs must have a footing inspection approved prior to the placement of the footing and foundation materials. The City requires property lines to be clearly marked at the time of footing inspection, by identified corner pins with string line or survey markers. All signs must have a footing inspection approved by the Community Development Department. It shall be the responsibility of the permit holder to call for these required inspections.

- I. Maximum Size of Exposed Glass Panel

Table No. 10-1, Size, Thickness, and Type of Glass Panels in Signs			
Any Dimension (inches)	Area (square inches)	Minimum Thickness of Glass (inches)	Type of Glass
30	500	1/8	Plain, plate, or wired
45	700	3/16	Plain, plate, or wired
144	3600	¼	Plain, plate, or wired
Over 144	Over 3600	¼	Wired

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### 7. *Maintenance and Alterations*

- A. *Maintenance.* Sign and sign support structures, together with their braces, guys, supports and anchor, shall be kept in repair and in proper state of preservation. The display surfaces of signs shall be kept neatly painted or posted at all times. Any sign or component thereof which is found to be defective must be repaired or replaced in accordance with the current requirements of this Code. The changing of moveable parts of an approved sign that is designed for such changes, or repainting of display matter shall not be deemed an alteration.
- B. *Alterations.* No such sign may be enlarged, modified, or altered in any way; however, reasonable repairs may be permitted. Alterations also include the removal and replacement of the sign housing, cabinet, or decorative elements. Any alteration shall require a permit. A change of sign copy within an unaltered cabinet or on an unaltered outdoor advertising sign is not considered an alteration.

### 8. *Nonconformance*

- A. *Nonconformance of Signs.* Where a sign exists at the effective date of adoption or amendment of the ordinance codified in this title or at the effective date of this Article, such sign shall be deemed a lawful nonconforming sign as it remains, subject to the following provisions:
  - 1. No such sign may be enlarged or altered in a way which increases its nonconformity; however, reasonable repairs and alterations may be permitted.
  - 2. Should such a sign be destroyed by any means to an extent of sixty (60) percent or more of its replacement cost at the time of destruction, it shall not be reconstructed except in conformity with the provisions of this Article.

### 9. *Violations and Enforcement*

- A. *Violation a Public Nuisance.* If any person erects, alters, relocates, or maintains a sign in violation of the provisions of the sign standards, it is declared a public nuisance, and the City Attorney is authorized to bring an action in a court of competent jurisdiction to enjoin such person from continuing the violation.
- B. *Violation Declared a Civil Infraction.* It shall be a civil infraction for any person to violate any of the provisions of the sign standards.
- C. *Discontinuance of Signs.* If a sign or sign structure is in disrepair to a point of over fifty percent (50%) of the sign's total replacement value, the City Manager or designee may order the structure removed, at the owner's expense.
- D. *Removal of Abandoned, Prohibited, and Illegal Signs by the Building Official.* The Building Official shall enforce the sign standards in accordance with one or more of the following procedures:
  - 1. *Administrative Enforcement.*
    - a. For any abandoned, discontinued, prohibited, or illegal sign, the Building Official or designee may send notice, via certified mail, to the record

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owner or occupier of the property to abate the nuisance within a reasonable time.

- b. The Building Official shall specify in the notice the nature of the complaint and penalties and abatement remedies for the violation. Abatement remedies shall consist of one or both of the following remedies:
  - i. Removal of the sign; or
  - ii. Obtaining the required permits and bringing the sign into compliance with the sign standards.
2. *Summary Abatement.* The Building Official or designee may immediately remove any dangerous sign or sign that creates an imminent threat to public safety. The Building Official may immediately remove any prohibited sign or illegal sign that is located within the public right-of-way. Illegal signs located within the public right-of-way are hereby determined to create an imminent threat to public safety.
3. *Civil Citation.* The Building Official or designee may issue or cause to be issued a civil citation or civil complaint to any person violating the provisions of the sign standards.

### B. *Location.*

1. *Right-of-Way.* Signs are prohibited in any public right-of-way or public property, including streets, sidewalks, parks, and public facilities unless otherwise stated in this Article or approved by the City of Columbus.
2. *Ingress/Egress Clearance.* No sign shall interfere with any driveway or access way or any means of ingress or egress to any building.
3. *Vision Clearance Triangle.* Signs shall not be located within the vision clearance triangle as defined: No sign shall be built to a height of more than 30 inches above the established curb grade on the part of the lot within a vision clearance triangle where the street curb or edge of pavement radius is less than or equal to 20 feet. The vision clearance triangle shall be a triangle measured from the property line to a point 25 feet in each direction from the intersection along the property line. Where the street curb or edge of pavement is greater than 20 feet, the vision clearance triangle shall extend 10 feet from the end of the radius point along the curb or pavement edge. No sign shall be placed in such area which will materially obstruct the view of drivers approaching the street intersection at the discretion of the Building Official. See Figure 7-2 (a) Vision Clearance Zone for a depiction of Vision Clearance measurement.

## 10 - 5: PROHIBITED AND EXEMPT SIGNS

- A. *Prohibited Signs.* The following signs are prohibited in all zoning districts:
1. Abandoned or Obsolete Signs, if present for a continuous period of six (6) months.
  2. Balloon Signs.
  3. Blinking Signs.
  4. Flashing Signs.

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5. Moving Signs.
  6. Off-Premise Signs on Public Property, unless approved by the City.
  7. Off-Premise Permanent Signs on Private Property. Other than Outdoor Advertising Signs, see Section 10-14 Outdoor Advertising Signs; Regulations for New Installations.
  8. Roof Signs.
  9. Signs with exposed raceways or pan-channels.
  10. Snipe or Bandit Signs.
- B. *Exempt Signs.* The following signs are exempt from regulation of Article 10. No exempt signs shall be erected within the vision clearance triangle and must meet all other applicable building codes.
1. City of Columbus Special Event Sign. A sign advertising a public event, providing that specific approval for the event, and associated signage, is granted by the City of Columbus.
  2. Historic Markers.
  3. Integral Signs.
  4. Public Signs.
  5. Seasonal Decorations. Signs pertaining to recognized national holidays and national observances.
  6. Signs, which are not visible from a public right-of-way, private way, court, or from a property, other than that on which the sign is installed.
  7. Signs located entirely inside the premises of a building or enclosed space, other than Window Signs.
  8. Signs on a vehicle, other than an Unlawful Vehicle Sign.
  9. Signs protected by Federal/State law.
  10. Traffic Control Device Signs.
  11. Works of graphic art painted or applied to building walls which contain no logos, advertising, or business identification messages.

### 10 - 6: METHOD OF MEASUREMENT FOR REGULATIONS

- A. *Permitted Sign Budget.* The permitted sign budget is the square footage of the area allowed for permanent signage on the premises. The permitted sign budget is a function of the property's frontage on a street or private way. To calculate the permitted sign budget of a property follow the instructions below:
1. Identify the zoning of the premises.
  2. Measure the total street frontage as the length of a premise fronting a public or private street (excluding alleys). See Illustration 10-4. For multiple frontage properties, the total street frontage shall be calculated as the longest street frontage, plus one-half the length of all additional street frontages.
  3. Determine the Calculated Permitted Sign Budget by multiplying the total street frontage length by the zoning district multiplier found in Table 10-1.
  4. Find the permitted sign budget by using the lesser of the Calculated Permitted Sign Budget or Maximum Permitted Sign Budget shown in Table 10-2. Compare the

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Calculated Permitted Sign Budget in step 3 to the Maximum Permitted Sign Budget for the premise's zoning district:

- a. If the Calculated Permitted Sign Budget, in step 3, is over the Maximum Permitted Sign Budget shown in Table 10-2 than the permitted sign budget is limited to the Maximum Permitted Sign Budget.
- b. If the Calculated Permitted Sign Budget, in step 3, is under the Maximum Permitted Sign Budget shown in Table 10-2 than the permitted sign budget is greater of the Calculated Permitted Sign Budget or the allowable minimum.

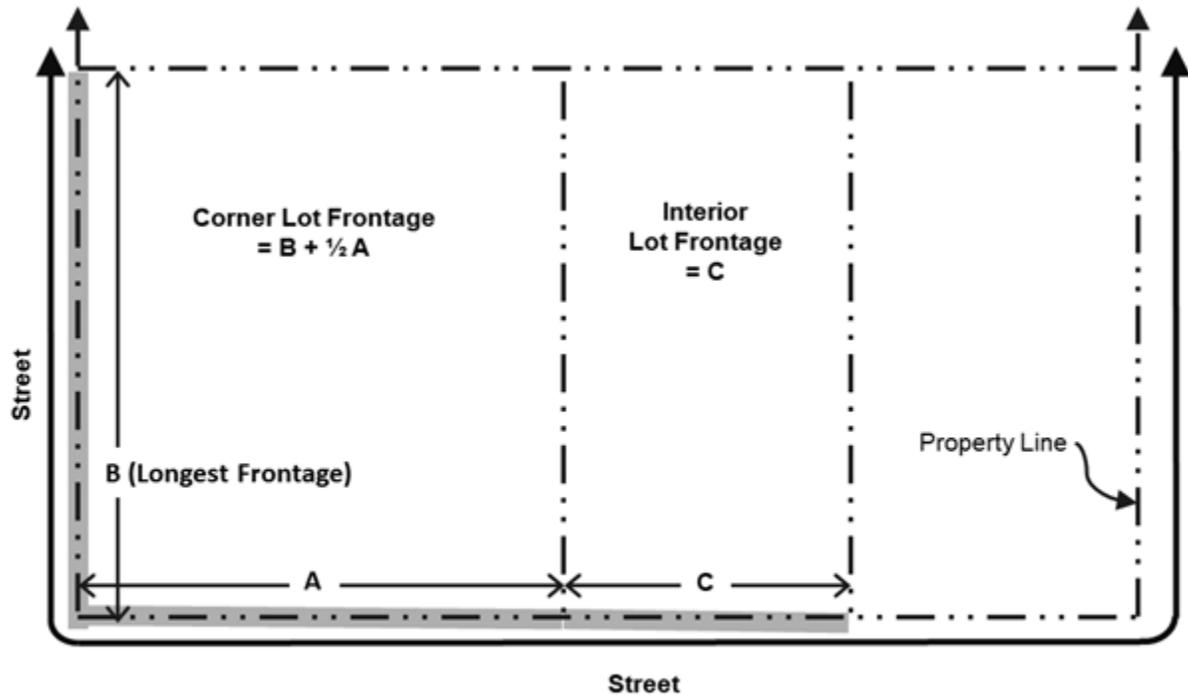
<b>Table 10 - 2: Permitted Permanent Sign Budget by District</b>									
	<b>Zoning Districts</b>								
	<b>AG</b>	<b>RR</b>	<b>R1, R2</b>	<b>R3, NTR</b>	<b>O, LC</b>	<b>UC</b>	<b>Downtown Business District</b>	<b>B1, B2</b>	<b>ML/C-1, MH</b>
Multiplier for Calculated Permitted Sign Budget	0.5	1	1	1	0.5	0.75	1.5	1.5	2
Allowable Minimum Permitted Sign Budget (sq. ft.)	4 RU, 100 NRU	4 RU, 25 NRU	4 RU, 25 NRU	150	200	400	250	400	400
Maximum Permitted Sign Budget (sq. ft.)	4 RU, 100 NRU	4 RU, 25 NRU	4 RU, 25 NRU	150 RU, 300 NRU	400	800	500	800	800

RU: Residential Uses includes all residential uses plus permitted home based businesses and excludes multi-family and non-traditional residential use types.

NRU: Non-Residential Uses includes all non-residential uses plus multi-family and non-traditional residential use types.

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Illustration 10 - 4: Lot Frontage Determination



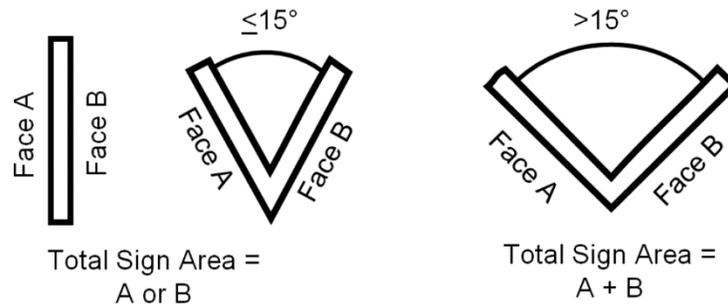
**Lot with Multiple Street Frontages  
 $= \text{Longest Street Frontage} + \frac{1}{2} \text{ of the Sum of All the Additional Street Frontages}$**

- B. *Sign Area.* Sign area is measured or calculated as follows:
1. *Wall Sign with Background Panel.* The background panel area shall be calculated by measuring the area contained within the sum of the smallest rectangles, squares, triangles, parallelograms, circles, or ellipses that comprises the background panel.
  2. *Wall Sign without Background Panel.* The area of a sign consisting of copy mounted as individual letters or graphics against a wall, fascia, or parapet of a building surface or another surface, which has not been painted, textured, or otherwise altered to provide a distinctive background for the sign copy. This area shall be measured as the sum of the smallest rectangles, squares, triangles, parallelograms, circles, or ellipses that will enclose each letter, word, graphic, or discrete visual element in the total sign.
  3. *Sign with Illuminated Background.* The area of a sign with copy mounted, affixed, or painted on an illuminated surface, illuminated element, or a building or structure, is measured as the entire illuminated surface or illuminated element which contains sign copy.
  4. *Signs with Two (2) or More Faces.* Where a sign has two (2) or more faces, the area of all faces shall be included in determining the area of the sign, except that only one (1) face of a double-faced sign shall be considered in determining the sign area when both faces are parallel and the farthest distance between faces does not exceed four (4) feet, or

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when the interior angle of the sign faces does not exceed fifteen (15) degrees if the boards are in a "V". See Illustration 10-5, below, for a graphic representation.

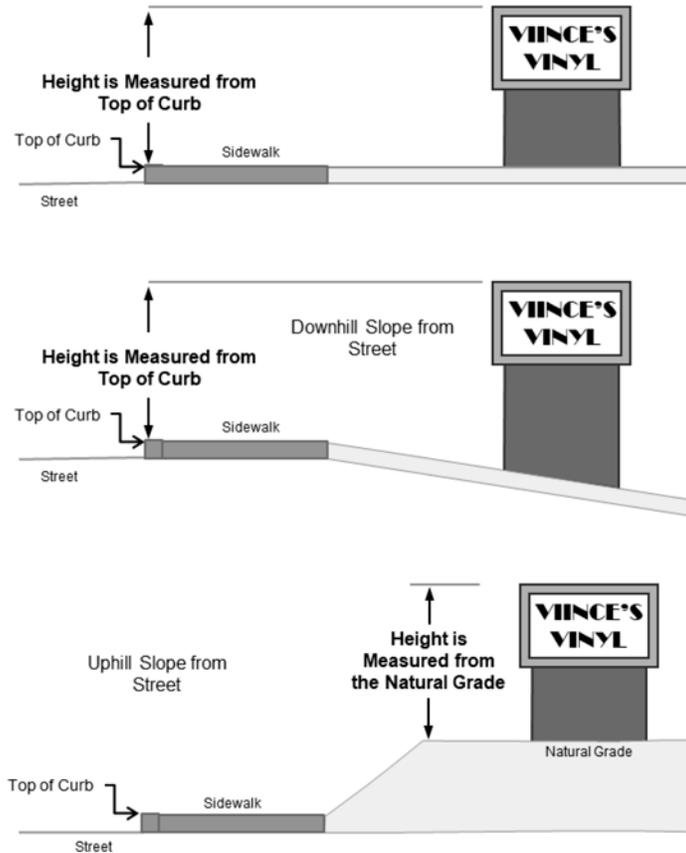
**Illustration 10 - 5: Formulas for Determining Sign Area for Signs with Two or More Faces**



- C. *Measurement of Sign Height.* The height of a detached sign shall be measured as the vertical distance from the average finished grade of the ground below the sign, excluding any filling, berming, mounding, or excavating for the purposes of increasing the height of the sign, to the top edge of the highest portion of the sign. The maximum height allowed for a detached sign is shown in Table 10-5. For the purposes of this section, average finished grade shall be considered the lower of: (a) the lowest elevation where the base of the sign meets ground level; or (b) the top of the curb of the nearest public street adjoining the property upon which the sign is erected; or (c) the grade of the land at the principal entrance to the lot on which the sign is located. See Illustration 10-6 for Measurement of Sign Height graphic.

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Illustration 10 - 6: Measurement of Sign Height



- D. *Setback.* The setback of a sign is measured from the property line to the line projected to the ground plane of the nearest portion of the sign.

## 10 - 7: PERMITTED PERMANENT SIGN TYPE BY ZONING DISTRICT

Table 10 - 3: Permitted Permanent Signs by Type and Zoning District

	AG	RR	R1, R2	R3, NTR	O	LC	UC	Downtown Business District	B1	B2, outside of DBD	ML/C- 1, outside of DBD	MH
Detached Signs												
Ground	NR U	NR U	N	P	P	P	P	P	P	P	P	P
Monument	NR U	NR U	N	P	P	P	P	P	P	P	P	P
Pole	NR U	N	N	N	N	N	N	N	N	P	P	P
Billboard	N	N	N	N	N	N	N	P(A)	P(A) )	P(A)	P(A)	P(A) )
Attached Signs												

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Awning	N	N	N	P	P	P	P	P	P	P	P	P
Canopy	N	N	N	P	P	P	P	P	P	P	P	P
Marquee	N	N	N	N	P	P	P	P	P	P	P	P
Painted Wall	N	N	N	N	N	N	N	P	P	N	N	N
Projecting	N	N	N	N	N	N	P	P	P	P	P	P
Wall	NR U	NR U	NR U	P	P	P	P	P	P	P	P	P
Other Regulated Signs												
Access Point	P	N	N	P	P	P	P	P	P	P	P	P
Commercial Center Identification	P	N	N	N	P	P	P	P	P	P	P	P
Electronic Information	N	N	N	NR U	P	P	P	P	P	P	P	P
Numeric Display	N	N	N	NR U	P	P	P	P	P	P	P	P

N: Not Permitted

P: Permitted

NRU: Permitted for Non-Residential Uses includes all non-residential uses plus multi-family and non-traditional residential use types.

P (A): Permitted along expressways.

### 10 - 8: ILLUMINATION/LIGHTING SIGN ELEMENTS

Lighting, when installed, must be positioned in such a manner that light is not directed onto an adjoining property or onto a public street or highway, and in accordance with the Outdoor Lighting provisions. No sign illumination shall impair vehicular or pedestrian circulation on the same premise or adjoining properties. Permitted illumination/lighting elements for signs is outlined in Table 10-4 below.

Table 10 - 4: Permitted Permanent Signs by Type and Zoning District

Illumination Type	AG	RR	R1, R2	R3, NTR	O	LC	UC	Downtown Business District	B1	B2, outside of DBD	ML/C-1, outside of DBD	MH
Indirect	P	N	NRU	NRU	P	P	P	P	P	P	P	P
Direct	P	N	NRU	NRU	P	P	P	P	P	P	P	P
Internal	P	NRU	N	NRU	P	P	P	P	P	P	P	P
Neon	N	N	N	NRU	N	N	P	P	P	P	P	P
Flame	N	N	N	N	N	N	N	N	N	N	N	N
Bare Blub	N	N	N	N	N	N	N	P	P	N	N	N

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N: Not Permitted

NRU: Permitted for Non-Residential Uses includes all non-residential uses plus multi-family and mobile home park development use types.

(A/L): Permitted along arterial and local collector streets.

### 10-9: SIGN TYPE SUPPLEMENTAL REGULATIONS: PERMANENT SIGNS

- A. *Detached Signs.* Ground, Monument, and Pole signs. Table 10-5 below regulates detached signs.

Table 10-5: Permitted Site Development Standards for Detached Signs by Zoning Districts

Regulation Item (All Detached Signs, Except Where Noted)	Zoning Districts									
	AG	RR R-1 R-2	R-3 NTR	O	LC UC	DBD	B-1	B-2	MLC-1 MH	
# Permitted Per Premise	1	1	1 per Street Frontage, Maximum of 2	1	1 per Street Frontage, Maximum of 2	1	1 per Street Frontage, Maximum of 2	1 per Street Frontage, Maximum of 2	1 per Street Frontage, Maximum of 2	
Separation of Signage Per Linear Foot of Premise Street Frontage	NA	NA	1 per 150	NA	1 per 300	NA	1 per 200	1 per 300	1 per 300	
Maximum Sign Area per Sign (sq. ft.)	32	32	32	100	150	100	150	200	200	
Maximum Height (ft.) Above Natural Grade										
Ground	15	6	6	15	15	15	15	15	15	
Monument	15	6	6	15	25	15	25	15	25	

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Pole	N	N	N	30	45	30	45	N	45
Front Yard Setback (ft.)	25	5	2	2	2	0	2	2	2
Side Yard Setback (ft.)	10	10	2	2	2	0	2	2	2

NA - Not Applicable  
N - Not Permitted

- B. *Attached Signs.* Awning, Canopy, Marquee, Painted Wall, Projecting, and Wall signs. Table 50-5, below, regulates all attached signs, unless otherwise stated in the supplemental regulations. Table 50-5 outlines the maximum size allowed for an attached sign, based on the zoning district as well as the maximum percentage of street façade coverage, per premise, for all attached signs. No premise may exceed either criterion. The street façade shall be measured, as shown in Illustration 50-7, below, in order to determine the maximum percentage of street façade coverage.

Table 10-6: Permitted Site Development Standards for Attached Signs by Zoning Districts

Regulation Item	Zoning Districts								
	AG	RR R-1 R-2 R-3 NTR	O	LC UC	DBD	B-1	B-2	MLC-1 MH	
Maximum Size of Attached Sign (sq. ft.)	100	32	50	150	150	300	300	300	
Maximum % of Street Façade	15%	15%	15%	20%	20%	25%	20%	25%	

### Illustration 10-7: Measurement of Street Façade and Awning Percentage Illustration

*Awnings and Awning Signs.* Awnings and awning signs, where permitted, are subject to the following regulations:

- a. The copy area of an awning sign shall not exceed twenty-five (25%) of the total face area of the awning. The combined area of all front-facing awning panels, as shown in Illustration 10-7, above, shall not exceed thirty-five percent (35%) of the total wall area, per side of building.
- b. Awnings shall not extend above the eave or parapet of the building facade and shall be a minimum of seven (7) feet six (6) inches above the sidewalk or grade, whichever is higher.

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- c. Awnings may project no more than nine (9) feet from the building facade to which they are mounted and shall not extend over any area utilized by motor vehicles. Within the DBD District, an awning sign shall not be within five (5) feet of the back of curb line's vertical plane.
    - d. Any awning extension beyond six (6) feet shall have plans stamped by a Nebraska licensed architect or professional engineer, certifying the structural integrity of the wall and associated structures to carry all imposed loads.
  2. *Canopy Signs.* Canopy signs, where permitted, are subject to the following regulations:
    - a. The copy area of a canopy sign shall not exceed twenty-five (25%) of the total face area, per side of the canopy.
    - b. All canopies and canopy signs must maintain the minimum clearances, projections, design, and construction standards outlined in the City Code.
  3. *Marquees and Marquee Signs.* Marquee signs, where permitted, are subject to the following regulations:
    - a. The maximum projection of any marquee or marquee sign shall be as follows:
      - i. Three (3) feet over sidewalks less than twelve (12) feet wide.
      - ii. Eight (8) feet over sidewalks twelve (12) feet wide or more.
    - b. All marquee and marquee signs must maintain the minimum clearances and projections and design and construction standards outlined in the of City Code.
  4. *Projecting Signs.* Projecting signs are subject to the following general regulations.
    - a. The maximum projection of any projecting sign shall be as follows:
      - i. Three (3) feet over sidewalks less than twelve (12) feet wide.
      - ii. Five (5) feet over sidewalks twelve (12) feet wide or more.
    - b. Within the DBD District, a projecting sign shall not be within five (5) feet of the back of curb line's vertical plane. Each projecting sign must maintain at least a twelve (12) foot vertical clearance over sidewalks.
    - c. Projecting signs must minimize the visible support structure.
  5. *Wall Signs and Painted Wall Signs.* Wall signs are subject to the following general regulations:
    - a. A wall sign must be parallel to the wall to which it is attached.
    - b. A wall sign shall not extend more than eighteen (18) inches from the wall to which it is attached.
    - c. A wall sign may not extend beyond the corner of the wall to which it is attached, except where attached to another wall sign, it may extend to provide for the attachment.
    - d. A wall sign may not extend beyond its building's roof line.
    - e. A wall sign in the DBD District attached to a building on its front property line may encroach upon public right-of-way by no more than eighteen (18) inches. Such a wall sign shall provide minimum clearance of eight (8) feet, six (6) inches.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

- C. *Other Regulated Signs.* Access Point, Commercial Center Identification, Electronic Information, and Numeric Display signs, where permitted, are subject to the following supplemental regulations.
1. *Access Point Signs.* Access Point Signs, where permitted, are subject to the following supplemental regulations based on the level of permission. An access point sign shall be constructed as a detached ground or monument sign type and does not count against the Permitted Sign Budget.
    - a. *NRU Access Point Signs:*
      - i. Limited to one (1) sign at each on-property driveway or access point off of a public street or access road, and one (1) additional sign at any critical decision point internal to the premise.
      - ii. Shall not exceed four (4) sq ft. in maximum size and three (3) ft. in maximum height.
    - b. *In R3 and NTR:*
      - i. Limited to one (1) sign denoting the entrance for a residential subdivision at each major access point off of an arterial or local collector.
      - ii. Shall not exceed thirty-two (32) sq. ft. in maximum size and four (4) ft. in maximum height.
  2. *Commercial Center Identification Signs.* Commercial Center Identification Signs, where permitted, are subject to the following regulations:
    - a. A Commercial Center Identification Sign shall only be a wall sign, painted wall sign, or detached sign type.
    - b. The sign shall display no more than the name and location of the commercial center.
    - c. Each sign shall be subject to all other regulations for attached and detached signs set forth in this Article.
  3. *Electronic Information Signs.* Electronic Information Signs, where permitted, are subject to the following regulations:
    - a. Electronic Information Signs shall be set back a minimum of two (2) feet from any property line.
    - b. No more than one (1) Electronic Information Sign is permitted per premise.
    - c. The closest point of any Electronic Information Sign shall be a minimum of one hundred (100) feet from the closest point of any residential use structure.
    - d. No Electronic Information Sign shall be programmed in a way that suggests or resembles a traffic control device, such as a traffic signal.
    - e. Electronic Information Signs shall be programmed in a way that no sign shall flash or blink and the image, message, or lighting pattern shall hold for a minimum of two (2) seconds, however, full animation video is allowable provided such video does not flash or blink.
    - f. The surface/face illumination of any sign shall not exceed one thousand two hundred fifty (1,250) Nits after dusk or seven thousand five hundred (7,500) Nits during daylight hours. Such illuminated sign shall be equipped with a sensor and/or timer or other device to automatically adjust the day/night light intensity levels in accordance with the standard set herein.

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- g. Electronic Information Signs shall be deducted from the total sign budget allowed for the premise.
- 4. *Numeric Display Signs.* Numeric Display Signs, where permitted, are subject to the following regulations:
  - a. Numeric Display Signs shall be set back a minimum of two (2) feet from any property line.
  - b. Numeric Display Signs shall not be located within the vision clearance triangle.
  - c. Numeric Display Signs shall be no larger than twenty-five (25) square feet in area, and if illuminated, shall not flash or blink.
  - d. All illuminated Numeric Display Signs shall not exceed one thousand two hundred fifty (1,250) Nits after dusk or seven thousand five hundred (7,500) Nits during daylight hours. Such illuminated signs shall be equipped with a sensor and/or timer or other device to automatically adjust the day/night intensity level in accordance with the standards set herein.
- e. Numeric Display Signs shall be deducted from the total sign budget allowed for the premise.

### 10-10: MASTER SIGN PLAN; PERMANENT SIGNS

- A. *Purpose.* The purpose of this section is to provide flexibility, encourage development in accordance with adopted plans and policies, and promote superior sign design and a well-organized visual environment. The Master Sign Plan process will be submitted, reviewed, and approved at an administrative level through the Community Development Department. The Master Sign Plan process was created for mixed-use, larger-scale, and/or unique developments. A Master Sign Plan may be submitted to the City for review and approval for the uses and/or developments listed below:
  - 1. Multiple-tenant commercial, office, employment, or multi-family residential uses.
  - 2. A multiple-building complex for a single commercial or employment use in a project exceeding eight (8) net acres.
  - 3. Stand-alone office/employment buildings exceeding one hundred thousand (100,000) square feet.
  - 4. Indoor or Outdoor Entertainment and Recreation uses.
  - 5. Hospitals.
  - 6. Schools.
  - 7. Hotels and Commercial Lodging having at least one hundred twenty-five (125) guest rooms and a full service restaurant or conference and meeting rooms.
  - 8. Regional retail shopping malls.
  - 9. Religious assemblies exceeding one and a half (1.5) acres of total lot area.
  - 10. Other similar uses may request to be approved for the Master Sign Plan submission. It is the discretion of the building official to accept or deny this request.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

- B. *Conditions.* Development Services Staff may attach conditions, requirements, or standards necessary to assure that the signs covered by the Master Sign Plan will not be materially detrimental to persons or property in the vicinity. In making its determination, the City shall not base any condition on the message content of a sign. Outdoor Advertising Signs shall not be included in a Master Sign Plan.
- C. *Evaluation Criteria.* Master Sign Plans shall be evaluated based on all of the following criteria:
1. *Placement.* All signs shall be placed where they are visible and legible. Factors to be considered include its location relative to traffic movement, access points, site features, and other structures; orientation relative to viewing distances and viewing angles; spacing; and pedestrian and traffic safety considerations. Wall Signs may be approved on building walls, other than the wall of the space occupied by the tenant in commercial centers in which some tenants have little or no visibility from the street.
  2. *Quantity.* The number of signs that may be approved within any development shall be sufficient to provide necessary facilitation of internal circulation of vehicular and pedestrian traffic and way finding for safety of the occupants of vehicles and pedestrians. Factors to be considered shall be those that impact safety and land development character considerations such as the size of the development and the number of development sub-areas.
  3. *Size.* All signs shall be no larger than necessary for visibility and legibility. Factors to be considered in determining appropriate size include topography, volume and speed of traffic, viewing distances and angles, proximity to adjacent uses, and placement of display. In no event shall a Master Sign Plan contain a detached sign that exceeds the maximum height standard permitted by this Article.
  4. *Design Features and Materials.* Sign design themes and materials shall be compatible with the architecture, colors, materials of the project, and compatible with surrounding development.
  5. *Site Development Standards.* The City may not reduce any site development standard to less than fifty (50) percent of any minimum standard, nor may any site development standard be allowed to be more than one hundred fifty (150) percent of the maximum standard. For safety purposes, no sign shall be permitted to reduce the setback, or be placed within the vision clearance triangle.
  6. *Permitted Sign Budget.* An applicant may request use of the Calculated Permitted Sign Budget or Maximum Permitted Sign Budget, whichever is larger for the site.
- D. *Review of Master Sign Plan.* Applicant shall submit the completed Master Sign Plan application and submit all required documentation to the Community Development Department. All applications for a Master Sign Plan shall be considered and approved by the building official. In no event does the submittal of a Master Sign Plan guarantee an applicant's approval of all requests.
- E. *Master Sign Plan Approval.*
1. *Action.* The City shall approve or approve with modifications and/or conditions, an application for a Master Sign Plan subject to the requirements of this Chapter and based on compliance with the Purpose and Evaluation Criteria, outlined previously in this Section. An action of the City shall be accompanied by "findings of fact", giving the reasons for the action. The City may request additional information to assist in the review process.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

2. *Limitations of Administrative Approval.* This Section sets the parameters of the Master Sign Plan process; anything beyond these parameters is outside the boundary for administrative review.
  3. *Permitting.* After approval of a Master Sign Plan, the applicant is responsible for applying for a sign permit for each sign or group of signs.
- F. *Modifications/Amendments to Master Sign Plan.* Minor amendments to a Master Sign Plan may be approved administratively. Minor amendments include such changes which are determined to have little to no visual impact or improved visual impact and are consistent with the intent of the original approval.
- G. *Noncompliance.* The applicant shall follow the approved Master Sign Plan. Any violation or noncompliance will result in a written notification of violation or noncompliance. The applicant shall be required to bring signage into compliance, at applicant's expense within the time specified in the written notification.
- H. *Termination.* If no substantial signage development has taken place for three (3) years following approval of the Master Sign Plan, the Master Sign Plan shall be considered null and void. If a premise with an approved Master Sign Plan becomes compliant with the current standards of this Article, the property owner may request, in writing to the Community Development Department, the termination of the Master Sign Plan.

### 10-11: PERMITTED TEMPORARY SIGN TYPE BY ZONING DISTRICT

- A. *General Regulations.* All temporary signs shall follow the regulations set forth in Section 10-11. Temporary signs are permitted by type and zoning district as outlined in Table 10-6, below.
1. *Location.* For any off-premise, temporary sign, the sign owner shall have written approval from the property owner of where such sign will be located.
  2. *Maintenance.* All temporary signs shall be maintained in sound condition. Any sign that exhibits deterioration of structure or materials may be removed subject to the provisions of this Section.
  3. *Removal.* The building official or his/her designee shall order the removal of any sign not in compliance with any provisions of this Section. If the owner of the premise on which such sign is located, or the owner of the sign if unlawfully located on public property, fails to remove such sign, the building official or his/her designee shall be authorized to remove the sign. Any costs associated with the removal of a sign may be assessed to the owner of the property.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

**Table 10-7: Permitted Temporary Signs by Type and Zoning District**

Sign Types	Permit Required	Sign Types								
		AG	RR	R-1 R-2 R-3 NTR	O LC UC	B-1	B-2	DBD	ML/C-1	MH
<b>Banner</b>	Yes*	P	P	P	P	P	P	P	P	P
<b>Blade</b>	No	P	N	N	P	P	P	P	P	P
<b>Flag</b>	No	P	P	P	P	P	P	P	P	P
<b>Freestanding Yard</b>	Yes*	P	P	P	P	P	P	P	P	P
<b>Handheld</b>	No	N	N	N	N	P	P	P	P	P
<b>Inflatable/ Air-Activated</b>	No	N	N	N	N	P	P	P	P	P
<b>Portable Message Center</b>	Yes	P	N	N	N	P	P	P	P	P
<b>Sidewalk</b>	Yes	N	N	N	N	N	N	P	N	N
<b>Window</b>	No	P	P	P	P	P	P	P	P	P

\*Banner and Freestanding Yard Signs thirty-two (32) square feet or larger require a Sign Permit.

N - Not Permitted

P - Permitted

### 10-12: SIGN TYPE SUPPLEMENTAL REGULATIONS: TEMPORARY SIGNS

- A. *Banner Signs.* Banner Signs, where permitted, are subject to the following supplemental regulations.
1. Banner Signs may be an on-premise sign and must comply with all applicable building codes.
  2. Banner Signs shall be attached to a street facing, vertical façade. No Banner Sign shall be attached to a roof.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

3. Non-Residential Uses: Includes all non-residential uses plus multi-family and Non-Traditional Residential use types. Number permitted, total sign area of premise, and maximum area is dependent on the street frontage of the lot as shown in Table 10-7 below.

**Table 10-8: Permitted Banner Sign Number and Size by Street Frontage**

Street Frontage (feet)	Number Permitted	Total Sign Area of Premise (square feet)
Less than 75	2	16
75-300	2	36
Greater than 300	3	64

4. Banner Signs are allowed on a temporary-basis of no more than thirty (30) days per occurrence, with a limit of two (2) occurrences per calendar year per premise.
- B. *Blade Signs.* Blade Signs, where permitted, are subject to the following supplemental regulations.
1. Blade Signs are restricted to on-premise signage, and may be placed within the required depth of landscaping with one (1) Blade Sign allowed per fifty (50) feet of street frontage with a maximum of five (5) per premise. Lots with less than fifty (50) feet of street frontage are allowed one (1) Blade Sign. Blade Signs are allowed within the public right-of-way, only within the DBD District
  2. Any Blade Sign must be anchored into the ground or secured in a portable based design for such function.
  3. For safety purposes, any Blade Sign must be setback a minimum of fifteen (15) feet from any overhead utilities and outside of the vision clearance triangle as defined in 10-5. B (3).
  4. No Blade Sign shall be wider than three and a half (3.5) feet, at the widest point. No Blade Sign shall have a height higher than eighteen (18) feet. The height of a Blade Sign is measured from grade and includes the full length of the supporting pole.
  5. Blade Signs may only be displayed during the hours of operation for the on-premise business, service, activity, or event.
- C. *Flag Signs.* Flag Signs, where permitted, are subject to the following supplemental regulations.
1. All Flag Signs shall meet clearance standards found this article.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

2. Flag Signs, when fully extended, shall not extend into the public right-of-way.
  3. Any Flag Sign on a flag pole shall comply with the setback and height regulations found in 7-2(7).
- D. *Freestanding Yard Signs.* Freestanding Yard Signs, where permitted, are subject to the following supplemental regulations.
1. Freestanding Yard Signs may be an on-premise or off-premise sign and may be placed within the landscaping depth, but are not permitted in public right-of-way.

**Table 10-9: Permitted Freestanding Yard Sign Number and Size by Street Frontage**

Street Frontage (feet)	Number Permitted	Total Sign Area of Premise (square feet)	Maximum Height (feet)
<b>Less than 75</b>	2	16	6
<b>75-300</b>	3	36	8
<b>Greater than 300</b>	4	64	10

2. Freestanding Yard Signs which are larger than thirty-two (32) square feet are allowed on a temporary-basis of no more than thirty (30) days per occurrence, with a limit of two (2) occurrences per calendar year per premise.
  3. For safety purposes, any Freestanding Yard Sign must be out of the vision clearance triangle as defined in 10-5. B (3).
- E. *Handheld Signs.* Handheld Signs, where permitted, are subject to the following supplemental regulations.
1. Handheld Signs are restricted to be on the same premise as the business, service, activity, or event that is being advertised.
  2. Any person carrying a Handheld Sign is prohibited from obstructing the sidewalk or standing in the right-of-way.
  3. Handheld Signs may only be displayed during the hours of operation for the on-premise business, service, activity, or event.
  4. Lighting, bullhorns, amplified sounds, and mannequins are prohibited as display aspects of Handheld Sign.
- F. *Inflatable Signs/Air-Activated Signs.* Inflatable or Air-Activated Signs, where permitted, are subject to the following supplemental regulations.
1. Inflatable Signs and Air-Activated Signs are restricted to on-premise and must comply with all applicable building and electrical codes.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

2. For safety purposes, any Inflatable Sign or Air-Activated Sign must be fastened to the ground or a structure so that it cannot shift more than three (3) feet, horizontally, under any condition.
  3. The minimum setback for any Inflatable Sign or Air-Activated Sign is equal to or greater than the height of the sign, from all property lines and overhead utility lines and shall remain outside of any vision clearance triangle as defined in 10-5. B (3).
  4. Maximum Height: Twenty-five (25) feet.
  5. Only one (1) Inflatable Sign or Air-Activated Sign shall be allowed on a premise at any time.
  6. Inflatable Signs and Air-Activated Signs may only be displayed during the hours of operation for the on premise business services. . .
- G. *Portable Message Center Sign.* Portable Message Center Signs, where permitted, are subject to the following supplemental regulations.
1. Portable Message Center Signs are restricted to on-premise advertisement and must comply with all applicable building and electrical codes and shall be anchored securely to the ground.
  2. Portable Message Center Signs with any electronic message shall comply with all supplemental regulations of Electronic Information Signs, Section 10-9.C (3).
  3. No Portable Message Center Sign shall exceed six (6) feet in height.
  4. No Portable Message Center Sign shall be larger than thirty-two (32) square feet.
  5. Only one (1) Portable Message Center Sign shall be allowed on a premise at any time.
  6. Portable Message Center Signs are allowed on a temporary-basis of no more than ten (10) days per occurrence, with a limit of six (6) occurrences per calendar year per premise.
- H. *Sidewalk Signs.* Sidewalk Signs, where permitted, are subject to the following supplemental regulations.
1. Sidewalk Signs are allowed in the right-of-way on sidewalk pavement, provided a minimum of six (6) feet of clearance remains for clear passage of pedestrians.
  2. No Sidewalk Sign shall exceed three (3) feet in height.
  3. No Sidewalk Sign shall exceed six (6) square feet, per side or three (3) feet in width.
  4. Only one (1) Sidewalk Sign is allowed per business, service, activity, or event.
  5. For safety reasons, no encroachments shall be made near corners of sidewalks or where crosswalks are present. This area shall be defined with a fifteen (15) foot area, beginning at the curb line at all corners or ends of blocks.
  6. Sidewalk Signs shall not obstruct pedestrian or handicap accessibility to buildings, emergency exits, or parking spaces.
  7. Sidewalk Signs may only be displayed during the hours of operation for the on-premise business, service, activity, or event.
  8. No illumination is allowed for Sidewalk Signs.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

### 10-13 - OUTDOOR ADVERTISING SIGNS

- A. *Conformance Required.* No billboard sign shall be erected, placed maintained, converted, enlarged, reconstructed or structurally altered which does not comply with all the regulations established in this article.
- B. *Maintenance.* For the purposes of this section, maintenance shall mean the routine repairing, restoring, or replacing of the sign to its constructed condition with the same type of materials used in the original sign structure and face, or to approved upgraded materials.
- C. *Required Maintenance for Nonconforming Signs.*
1. Cleaning and painting of the structure including supports, faces trim, ladders, catwalks, railings and any other structural features and the immediate area around the sign structure.
  2. Changes in advertising messages and content including use of a vinyl overlay or wrap. If structural modifications are required to secure the vinyl overlay or wrap, a sign permit is required and said changes must be approved by the building official.
  3. Faces and trim shall be maintained, replaced or repaired as necessary. The same number of faces, or less shall be maintained and the size of any given face shall not be increased.
  4. Lighting system may be added or replaced on any billboard as long as the lighting complies with Section 8-7 of the Land Development Ordinance, requiring shielded, sharp cutoff, downcast lighting fixtures. Existing fixtures may be repaired with like equipment. Changes or additions of lighting fixtures shall require an electrical permit and said changes shall be approved by the permitting agency.
  5. Safety features including ladders, catwalks, safety cables and railings may be replaced, repaired or added. Said safety features shall be designed to conform to accepted industry standards. A sign permit shall be required if safety features are added and said changes must be approved by the building official.
- D. *Reconstruction and Modification of Existing Nonconforming Outdoor Advertising Signs.* No sign shall be reconstructed or modified except as specified in paragraph E below. The following shall constitute a substantial change to a sign and are therefore not considered maintenance or acceptable reconstruction and are herein prohibited:
1. Any change in the location of the sign.
  2. Any increase in the size or dimension or height of the sign.
  3. The addition of additional face or faces.
  4. An increase in the number of poles supporting the structure.
  5. An increase in the height of the poles.
- E. *Modifications to Existing Nonconforming Outdoor Advertising Signs.* An existing legal or nonconforming sign may be modified or reconstructed as follows:
1. The structural supports may be replaced with like materials or upgraded to steel.
  2. Any existing sign damaged by any cause, natural or manmade, may be replaced or repaired to original condition, or modified as stated in 1. Above, provided there is no increase in size, height, or number of faces. Nonconforming roof-mounted signs that are damaged by any cause in excess of fifty (50) percent of their replacement value shall be permanently removed.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

3. Message area attachment systems may be changed or updated provided the area of the message surface is not increased.
  4. A sign required to be moved to a new location because of a local, state or federal project requires approval of the new location by the building official and the relocated sign need not comply with all regulations in force and effect at the time the relocation is approved, except those regulations which effect safety.
- G. *Electronic Changeable Message Signs.* Electronic Changeable Message Signs, hereinafter known as ECMS, are considered outdoor advertising signs and shall be subject to the following requirements:
1. For each ECMS face erected, a minimum of two (2) existing sign faces must be permanently removed.
  2. The proposed ECMS must be located where one of the existing structures was removed to meet the 2: 1 replacement requirement, or, if at a new location, the ECMS must meet all Code requirements pertaining to outdoor advertising signs and meet the 2: 1 replacement requirement.
  3. No two ECMS structures may have sign facings erected less than five thousand (5,000) feet apart measured from the center of the monopole along a line parallel with the expressway. ECMS structures may be located on either side of the highway; however, each sign must only be visible from one direction of travel and must comply with the five thousand (5,000)-foot spacing on each side.
  4. The ECMS sign faces shall not be more than three hundred (300) square feet in size and shall be no taller than thirty-five (35) feet.
  5. Each advertisement displayed must remain fixed for at least ten (10) seconds. If there is more than one (1) advertisement per face, then when any advertisement changes, the entire face shall remain fixed for at least ten (10) seconds.
  6. When an advertisement is changed, it must be accomplished within an interval of two (2) seconds or less.
  7. Each ECMS must contain a default mechanism that will freeze the sign in one position if a malfunction occurs.

### 10-14 - OUTDOOR ADVERTISING SIGNS; REGULATIONS FOR NEW INSTALLATIONS

Within the total amount of sign area permitted to them, some parcels in the B-2, ML/C-1 and MH districts may elect to devote a portion of their sign budgets to installation of an outdoor advertising sign, subject to the conditions contained in this section. For installation of new Electronic Changeable Message Signs (ECMS) refer to the regulations provided in 10-13.G of this Article.

- A. *Location.* Eligible properties must be located within one hundred (100) feet of the right-of-way line of Highways 30 or 81.
- B. *Impact on Business Identification and Other Signage.* Utilization of this provision does not entitle any parcel to additional permitted sign area and the area of the sign counts against the total sign area permitted the parcel. The outdoor advertising sign shall count as a detached sign for the purpose of calculating the total number of permitted detached signs.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

### C. *Maximum Size and Height.*

1. The size of an outdoor advertising sign shall not exceed three hundred (300) square feet.
2. The maximum height of such a sign shall be thirty-five (35) feet.

### D. *Separation Factors.*

2. Where permitted along other settings, outdoor advertising signs shall be separated by one thousand (1,000) feet from any other outdoor advertising sign of any size and three hundred (300) feet from any other detached sign.
3. Any such outdoor advertising sign shall be separated by two hundred (200) feet from any property in a residential zoning district, including RR through R-3, and NTR.

### E. *Other Standards.*

1. New installations of stacked signs or other installations of two (2) signs facing the same direction on a single structure are prohibited. Double-faced, back-to-back signs are permitted, provided that the angle formed by the sign faces does not exceed fifteen (15) degrees.
2. Side-by-side signs are not permitted regardless of which direction they face.

## **10-15 Additional Regulations for the Downtown Business District**

### a. Definition and Application

These additional regulations apply to that area bounded by 10th Street and 15th Street and 21st Avenue and 32nd Avenue, all public rights-of-way or portions thereof located within these boundaries, and all buildings or structures abutting, adjoining, or bordering the same.

### b. Projection Signs

1. No sign other than a public service sign shall project more than 18 inches from any facade or wall of a building to which it is attached.
2. Lighted canopy signs may extend no more than 48 inches from any facade or wall of a building to which it is attached.

### c. Temporary Sign

1. Items such as or similar to streamers, ribbons, spinners, or similar moving, fluttering, or revolving devices used for the purpose of advertising or attracting attention shall not be permitted for a period longer than 30 days.

## CHAPTER 1, ARTICLE 10: SIGN REGULATIONS

2. Signs pertaining to special events which refer to particular periods of time such as conventions, fairs, meetings, sales, exhibitions, and vacancy announcements shall be permitted provided that such signs shall be erected subsequent to approval by the Mayor, City Council, and Chief of Police; and that such signs shall be removed when no longer applicable in time.

### d. Public Agency Signs

The provisions in this section shall not apply to the signs erected by federal, state, county, or city governmental agencies, including traffic, informational, and ornamental Christmas or other seasonal decorations.

### e. Nonconforming Signs

1. Every sign erected before the effective date of this section shall not be replaced, expanded, enlarged, modified, or changed in any manner except in conformance with this section.
2. Affected nonconforming signs must be removed or modified to conform to this section within 30 days after receiving written notification by the City of the violation.

# CHAPTER 1, ARTICLE 11: NONCONFORMING DEVELOPMENT

## 11 ARTICLE ELEVEN

### NONCONFORMING DEVELOPMENT

#### 11-1 Purpose

Article Eleven shall be known as the Nonconforming Development Regulations. The purposes of these regulations are:

- a. To allow for reasonable use of legally created lots of record which do not meet current minimum requirements for their respective zoning districts;
- b. To provide for reasonable use of legally constructed structures which do not meet current site development regulations for their respective zoning districts;
- c. To allow for the reasonable continuation of legally established uses which do not meet current use regulations for their respective zoning districts;
- d. To limit the continuation and provide for the gradual replacement of nonconforming uses.

#### 11-2 Regulations Additive

Regulations for nonconforming uses are in addition to regulations for nonconforming structures. In the event of a conflict, the most restrictive regulation shall apply.

#### 11-3 Nonconforming Lots

##### a. Pre-Existing Lots of Record

Nonconforming lots of record existing at the time of the adoption of this chapter shall be exempt, unless otherwise provided, from the minimum lot area and lot width requirements of each zoning district. Such lots may be developed with any use allowed by the regulations for the district and must comply with all other site development regulations set forth by the Unified Land Development Ordinance.

##### b. Reductions Due to Public Acquisition

If a portion of a legally existing lot in any district is acquired for public use, the remainder of this lot shall be considered a conforming lot.

## CHAPTER 1, ARTICLE 11: NONCONFORMING DEVELOPMENT

### 11-4 Nonconforming Structures

These regulations apply to buildings and structures which were constructed legally under regulations in effect before the effective date of this Ordinance.

#### a. Continuation

A lawful nonconforming structure existing on the effective date of this Ordinance may be continued, repaired, maintained, or altered, subject to the provisions of this Article.

#### b. Additions or Enlargements to Nonconforming Structures

1. A lawful nonconforming structure may be added to or enlarged if the addition satisfies one or more of the following conditions:
  - (a) The enlargement or addition, when considered independently of the existing building, complies with all applicable setback, height, off-street parking, and landscaping requirements;
  - (b) The nonconforming building and impervious surface coverage's on the site are not increased and the building, after the addition, conforms to height and off-street parking regulations applicable to its zoning district;
  - (c) The addition projects no further into a required side yard setback than the existing building; the length of the side wall of the addition is the smaller of 25 feet or 50 percent of the length of the existing nonconforming side wall; and the enlarged building complies with building and impervious coverage, front and rear yard setbacks, and height regulations applicable to its zoning district.
2. No permitted addition to a nonconforming structure may place a wall within ten feet of a window of an adjacent pre-existing residential structure.
3. Nonconforming buildings shall be limited to one addition or enlargement pursuant to these regulations.

#### c. Moving of Nonconforming Structures

A lawful nonconforming building or structure shall not be moved in whole or in part to another location on its lot unless every part of the structure conforms to all site development regulations applicable to its zoning district.

#### d. Repair of Nonconforming Structures

## CHAPTER 1, ARTICLE 11: NONCONFORMING DEVELOPMENT

A lawful nonconforming building damaged by fire, explosion, storm, or other calamity, except flood damages, may be repaired and reconstructed provided there is no increase in the degree of nonconformity. Repair and reconstruction within the designated floodplain shall be in conformance with floodplain development regulations.

### e. Conversion of a Conforming Building

A conforming building shall not be changed in any way that will result in a nonconforming development.

### f. Applicability of Landscaping and Screening Regulations

Provided the pre-existing use continues, a pre-existing structure, building, or development shall be exempt from Article Eight, Landscaping and Screening Regulations. However, any of the following action on or after the effective date of this Ordinance shall be subject to Article Eight:

- i. Expansion of a structure, building or parking lot
- ii. Development onto an adjacent lot

## **11-5 Nonconforming Uses**

### a. Continuation of Nonconforming Uses

Any nonconforming use lawfully existing on the effective date of this Ordinance may continue, subject to the limitations of this Section.

### b. Enlargement of Nonconforming Uses

A building or structure housing a lawful nonconforming use may not be added to or enlarged.

### c. Abandonment of Nonconforming Use

If any structure or property used as a lawful nonconforming use becomes vacant or unused for a continuous period of six months, any subsequent use must conform to all use regulations applicable to the property's zoning district.

## CHAPTER 1, ARTICLE 11: NONCONFORMING DEVELOPMENT

### d. Change of Use

A lawful nonconforming use may be changed only to a use type permitted in a zoning district that is equal or less intensive than that normally required for the previous use.

### e. Allowance for Repairs

Repairs and maintenance of a structure occupied by a nonconforming use may be made, provided that no structural alterations are made other than those required by law.

### f. Damage or Destruction of Structures

Should a structure occupied by a lawful nonconforming use be damaged to the extent that the cost of restoration exceeds 50 percent of the assessed value of the structure, the nonconforming use shall no longer be permitted.

### g. Nonconforming Uses and Conditional and Special Use Permits

A lawful pre-existing use which would require a Special Use Permit in its zoning district shall be presumed to have the appropriate Permit and shall be considered a conforming use. The use shall be subject to the regulations governing lapses or revocation of Permits, set forth in Article Twelve.

# CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES

## 12 ARTICLE TWELVE

### ADMINISTRATION AND PROCEDURES

#### 12-1 Purpose

The Administration and Procedures Provisions establish the methods for implementation of the Unified Land Development Ordinance. These provisions include procedures for reviewing specific uses and developments within certain zoning districts; amending the Unified Land Development Ordinance; and granting variances.

#### 12-2 Site Plan Review Procedure

##### a. Purpose

The Site Plan Review Procedure provides for the administrative review in addition to plan review required by other sections of the Columbus Municipal Code of projects that have potentially significant effects on traffic circulation or a significant effect on land uses in adjacent neighborhoods. The procedure provides for review and evaluation of site development features and possible mitigation of unfavorable effects on surrounding property.

##### b. Administration

The Building Official shall review, evaluate and act on all site plans submitted pursuant to this procedure. An applicant may appeal a denial of any application to the Board of Adjustment.

All applications or requests for the approval of plans for alleys, off-street parking, loading, non-residential driveways, non-residential curb cuts, and access to an egress from property, shall be submitted to the Building Official. Upon review, the Building Official shall have the authority to either approve or deny said application or request.

##### c. Uses Requiring Site Plan Review

All uses shall follow the Site Plan review procedure prior to the issuance of a building permit.

##### d. Application Requirements

## CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES

An application for a Site Plan Review may be filed by the owner(s) of a property or the owners' authorized agent with the Building Official. The application shall include the following information:

1. Name, mailing and email address of the applicant.
2. Owner, address, and legal description of the property.
3. A description of the nature and operating characteristics of the proposed use.
4. A site plan, drawn to a scale sufficient to permit adequate review and dimensioned as necessary, showing the following information:
  - (a) The date, scale, north point, title, name of owner, and name of person preparing the site plan;
  - (b) The location and dimensions of boundary lines, easements, and required yards and setbacks of existing and proposed buildings and site improvements;
  - (c) The location, size, and use of proposed and existing structures on the site;
  - (d) The location of all proposed site improvements, including parking and loading areas, pedestrian and vehicular access, sewers, sidewalks, utilities, service areas, required temporary and permanent stormwater treatment facilities, fencing, screening, landscaping, and lighting;
  - (e) A topographic survey of the site and adjacent public rights-of-way.
  - (f) Identification of all federal, state and local environmental features, including, but not limited to: floodplain, floodways, wetlands, and other environmental features.
  - (g) Identification of all adjacent zoning districts and use types.
  - (h) Any other information that may be required for review by the Building Official.
5. The Site Plan must be stamped by a Nebraska Registered Professional Engineer.

### e. Administrative Action and Appeal

The Building Official must act upon each complete application within twenty-one working days of filing.. An applicant may appeal a denial to the Board of Adjustment. The Board of Adjustment shall consider the appeal at the first available meeting after the filing of the appeal.

### f. Review and Evaluation

1. The Building Official or the Board of Adjustment shall review and approve the site plan based on the criteria established in Table 12-1 and conformance with applicable regulations in this Unified Land Development Ordinance.

## CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES

2. The Building Official or the Board of Adjustment shall make the following findings before approval of the site plan:
  - (a) The proposed development, together with any necessary modifications, is compatible with the criteria established in Table 12-1;
  - (b) Any required modifications to the site plan are reasonable and are the minimum necessary to minimize potentially unfavorable effects;
  - (c) The site plan conforms to the Unified Land Development Ordinance.

### g. Modification of Site Plan

The Building Official or Board of Adjustment may require modification of a site plan as a prerequisite for approval. Required modifications may be more restrictive than base district regulations and may include, but not be limited to, additional landscaping or screening; installation of erosion control measures; improvement of access or circulation, rearrangement of structures on the site; or other modifications deemed necessary to protect the public health, safety, or welfare.

### h. Term and Modification of Approval

1. A Site Plan Approval shall become void two years after the date of approval, unless the applicant receives a Building Permit and diligently carries out development prior to the expiration of this period.
2. The Building Official may approve an application to modify a previously approved site plan if he/she determines that the modification does not affect findings related to the criteria set forth in Table 12-1.
3. The Building Official may revoke a Site Plan Approval if he/she determines that the development is not complying with the terms and conditions of the approval. Such revocation may be appealed to the Board of Adjustment.

### i. Approval to Run With Land

An approval pursuant to this section shall run with the land until such time as a change in use has the potential to significantly affect the traffic circulation or land uses in adjacent neighborhoods.

## CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES

### 12-3 Special Use Permit Procedure

#### a. Purpose

The Special Use Permit Procedure provides for public review and discretionary City Council approval for uses within zoning districts which have unusual site development or operating characteristics that could adversely affect surrounding properties.

#### b. Administration

The Planning Commission shall review and evaluate each application and transmit its recommendation to the City Council. The City Council shall review, evaluate, and act upon all applications submitted pursuant to this procedure.

#### c. Application Requirements

An application for a Special Use Permit may be filed by the owner(s) of a property or by the property owner's authorized agent with the Community Development Director's Office. Any such application will not be deemed submitted until all of the information set forth below is included. It is the responsibility of the applicant to provide all of the requested information. Incomplete applications will not be placed on the Planning Commission Agenda until all such missing information is provided. Such application shall be submitted to the Community Development Director's Office at least 21 calendar days (including holidays) before the Planning Commission meeting at which the public hearing on the application will be held. The application shall include the following information and be submitted on a form approved by the Community Development Director's Office:

1. Name, email and mailing address and phone number of the property owner who is making application or said property owner's authorized agent.
2. Legal Representation: Name of Firm, attorney, phone number, email and mailing address
2. Owner, address and legal description of the property.
3. A description of the nature and operating characteristics of the proposed use.
4. A site plan, when requested by the building official, which includes all information as described in 12-2 (d)(4.)
5. Excavation Special Use Permits applications must include a proposed post development site plan.

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5. The special use requested and the current zoning.
6. Be signed by the property owner or the property owner's duly authorized agent.

**TABLE 12-1: CRITERIA FOR SITE PLAN REVIEW AND SPECIAL USE PERMITS**

	CRITERIA	APPLICATION TO	
		Site Plan Review	Special Use Permit
<b>Land Use Compatibility</b>			
Development Density	Site area per unit or floor area ratio should be similar to surrounding uses if not separated by major natural or artificial features.		X
<b>Height and Scale</b>			
Height and Bulk	Development should minimize differences in height and building size from surrounding structures. Differences should be justified by urban design considerations.	X	X
Setbacks	Development should respect pre-existing setbacks in surrounding areas. Variations should be justified by site or operating characteristics.	X	X
Building Coverage	Building coverage should be similar to that of surrounding development if possible. Higher coverage should be mitigated by landscaping or site amenities.	X	X
<b>Site Development</b>			
Frontage	Project frontage along a street should be similar to lot width.	X	X
Parking and Internal Circulation	Parking should serve all structures with minimal conflicts between pedestrians and vehicles.	X	X
	All structures must be accessible to public safety vehicles.	X	X
	Development must have access to adjacent public streets and ways. Internal circulation should minimize conflicts and congestion at public access points.	X	X
Landscaping	Landscaping should be integral to the development, providing street landscaping, breaks in uninterrupted paved areas, and buffering where required by surrounding land uses. Parts of site with sensitive environmental features or natural drainage-ways should be preserved to the extent possible.	X	X
Building Design	Architectural design and building materials should be compatible with surrounding areas or highly visible locations.		X

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<b>Operating Characteristics</b>			
Traffic Capacity	Project should not reduce the existing level of traffic service on adjacent streets. Compensating improvements will be required to mitigate impact on street system operations.	X	X
External Traffic Effects	Project design should direct non-residential traffic away from residential areas.	X	X
Operating Hours	Projects with long operating hours must minimize effects on surrounding residential areas.	X	X

**TABLE 12-1: CRITERIA FOR SITE PLAN REVIEW AND SPECIAL USE PERMITS**

	<b>CRITERIA</b>	<b>APPLICATION TO</b>	
<b>Operating Characteristics</b>		<b>Site Plan Review</b>	<b>Special Use Permit</b>
Outside Storage	Outside storage areas must be screened from surrounding streets and less intensive land uses.	X	X
<b>Public Facilities</b>			
Sanitary Waste Disposal	Developments within 300 feet of a public sanitary sewer must connect to sewer system. Individual disposal systems, if permitted, shall not adversely affect public health, safety, or welfare.	X	X
	Sanitary sewer must have adequate capacity to serve development.	X	X
Storm Water Management	Development should handle storm water adequately to prevent overloading of public storm water management system.	X	X
	Development should not inhibit development of other properties.	X	X
	Development should not increase probability of erosion, flooding, landslides, or other run-off related effects.	X	X
Utilities	Project must be served by utilities if the property is located within 300 ft of said utility.	X	X

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Comprehensive Plan	Projects shall be consistent with the comprehensive development plan of Columbus.		X
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d. Approval Process

1. The Planning Commission, following ten days notice as required by Paragraph 12-3 (e), shall hold a public hearing on each proposed Special Use Permit and following such public hearing, shall recommend action to the City Council.
2. The City Council, after the ten days notice as required by Paragraph 12-3 (e) and after public hearing, shall act on the Special Use Permit. The City Council may apply any reasonable conditions to the approval of the permit.
3. The applicant shall be responsible for preparing and furnishing in proper form a "draft" Ordinance including any reasonable conditions recommended by the Planning Commission sufficiently in advance of the City Council Meeting for review by City staff and for distribution to the Mayor and members of the City Council. A "final" ordinance for said special use permit shall be thereafter submitted by applicant for action by the City Council.

e. Required Notice and Publication

Prior to consideration of and/or approval of a Special Use Permit by the Planning Commission and by the City Council, notice of public hearing before the Planning Commission and before the City Council shall be provided as follows:

1. **Posted Notice:** A notice shall be posted by the applicant in a conspicuous place on or near the property upon which action is pending. Such notice shall be not less than 18 inches in height and 24 inches in width with a white or yellow background and black letters not less than one and one-half inches in height. Such posted notice shall be placed on or near such premises that it is easily visible from the street and shall be posted at least ten days before the date of such hearing. It shall be the duty of the applicant to make sure the signs are laminated or otherwise protected from the weather so that they remain visible and legible for said ten-day period. It shall be unlawful for any person to remove, mutilate, destroy or change such posted notice prior to such hearing. It shall be the responsibility of the applicant to make sure the signs remain posted for said ten-day period and in the event any sign is removed, mutilated, destroyed or changed, it shall be the duty of the applicant to promptly post a new sign for the remainder of the ten-day period.
2. **Notice by Publication:** At least ten days before the date of hearing the City Clerk shall have published in a newspaper having a general circulation in the City of Columbus a Notice of the time, place and subject matter of such hearing.

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3. Notice by Personal Service or Mail: At least 10 days prior to the date of the hearing the applicant shall either:

- a) personally serve, or
- b) mail to the last known address,

written notice of such hearing to each of the following:

- i) the owners of the real estate which is the subject of the Special Use Permit;
- ii) all properties whether in whole or in part which are located within 300 feet of the real estate which is the subject of the Special Use Permit; and
- iii) the Board of Education of each school district in which the real estate which is the subject of the Special Use Permit is located.

If the record title owners of any real estate included in such proposed change be non-residents of the municipality, a written notice of such hearing shall be mailed by certified mail to their last-known address at least ten days prior to the date of such hearing.

4. Exception: The provisions of Subsection 1 "Posted Notice" and Subsection 3 "Notice by Personal Service or Mail" shall not apply in the event of a proposed change in the application of Special Use Permits throughout entire areas of an existing zoning district or of the City or parts thereof, or in the event of a proposed change in such regulations, restrictions or districts governing said Special Use Permits.

5. Affidavit of Notice Compliance: The applicant shall be responsible for filing with the City Clerk prior to 3:00 PM on the date of the hearing an Affidavit of Notice Compliance. Said Affidavit shall verify that the "Posted Notice" requirements set forth in Subsection 1 above and that the "Notice by Personal Service or Mail" requirements set forth in Subsection 3 above were both complied with. Said Affidavit shall be submitted on a form approved by the City Clerk's office.

### f. Scope of Approval

1. The City Council may, at its discretion, apply a Special Use Permit to a specific owner or applicant. The City Council may establish special site development or operational regulations as a condition for approval of a Special Use Permit.

### g. Lapse, Revocation or Completion of Permit

## CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES

1. A Special Use Permit shall become void two years after its effective date if the applicant has not carried out development or occupancy during that period.
2. The City Council may revoke a Special Use Permit should the operation of the use subject to such permit violate the conditions under which the permit was granted.
3. Completion of a Special Use Permit for resource extraction and excavation shall include a final record drawing site plan.

### h. Previously Approved Permits

Any special use approved under regulations in effect before the effective date of this Ordinance shall be considered to have a valid Special Use Permit, subject to requirements imposed at the time of its approval.

### i. Denial of Special Use Permit; Waiting Period

In the event that a Special Use permit as provided in this Article is denied by the City Council, no new request shall be made for the same or a substantially similar Special Use Permit within six months of said denial.

## **12-3 Development Review Team (DRT)**

### a. Purpose

The DRT meets weekly with project representatives to identify opportunities and resolve potential issues before project and development plans are finalized. Through the DRT process all aspects of a project can be discussed including key issues and expectations such as site issues, time lines, processing of applications, phasing, design issues and code requirements. The DRT provides the best possible customer service by maintaining allowing close contact with project representatives, by providing thorough review and feedback on every major proposed project, and by working to resolve issues at the earliest possible stage of development.

### b. Administration

Members of the DRT are the City Administrator, Community Development Director and/or Building Official, City Engineer, Public Works Director and City Planner. These members may invite other staff and professionals as they see fit based on project scope. If applicable, DRT members will visit the project location prior to the DRT meetings and be prepared to discuss all potential issues and opportunities. The DRT shall takes notes during the meeting and shall provide those notes to all participates. The DRT and/or staff members of the DRT will provide professional recommendations to the Planning Commission and City Council.

## CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES

### c. Application Requirements

Project representatives will be provided an application for the DRT. Complete development plans are not necessary for the initial meeting however, as many details as possible are encourage to be shared in the application in order to jointly develop the most efficient and successful project. At a minimum the project representative shall provide:

1. Project Representative information.
2. Description of the project.

DRT members will reserve every Wednesday from 8:00 am to 12:00 pm for DRT project review and meetings with project representatives.

Applications will be due the Friday prior to the meeting date desired by the project representative.

### 12-4 Amendment Procedure

#### a. Purpose

The Amendment Procedures describe the methods by which changes may be made in the text of the Unified Land Development Ordinance (text amendment) and/or the official boundaries of zoning districts (rezoning).

#### b. Initiation of Amendments

1. Text amendments may be initiated by the Planning Commission or City Council.
2. Rezoning may be initiated by a property owner or authorized agent; the Planning Commission; or the City Council.

#### c. Rezoning Application Requirements

An application for a rezoning may be filed with the Community Development Director's Office. Any such application will not be deemed submitted until all of the stated information is included. It is the responsibility of the applicant to provide all of the requested information. Incomplete applications will not be place on the Planning Commission Agenda until all such missing information is provided. Such completed application shall be submitted to the Community Development Director's Office at least 21 calendar days (including holidays) before the Planning Commission meeting at which

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time the public hearing on the application will be held. The application shall include the following information and shall be submitted on a form approved by the Community Development Director's Office:

1. Name, email, mailing address and phone number of the property owner who is making application or said property owner's authorized agent.
2. Legal Representation: Name of Firm, attorney, phone number, email and mailing address
3. Owner, address, email address and legal description of the property.
4. A description of the reason for the rezoning application and the nature and operating characteristics of the proposed use.
5. An aerial image depicting the proposed development on the property and the existing surrounding zoning classifications. A site plan, when requested by the building official, which includes all information as described in 12-2 (d)(4.)
6. The current zoning and the requested zoning.
7. Be signed by the property owner or the property owner's duly authorized agent.

### d. Amendment Process

1. The Planning Commission, following ten days notice as required by Paragraph 12-4 (e), shall hold a public hearing on each proposed text amendment or rezoning amendment and, following such public hearing, shall recommend action to the City Council. The Planning Commission may recommend as part of its recommended approval of a rezoning any conditions reasonably related to the interest of public health, safety, morals and the general welfare.
2. The City Council, after ten days notice as required by Paragraph 12-4 (e) and after public hearing, shall act on the proposed amendment. The City Council may impose any reasonable conditions on the approval of the rezoning, provided said conditions are reasonably related to the interest of public health, safety, morals and the general welfare. In furtherance thereof, the City Council may condition rezoning on the adoption of an agreement between the developer and the City.
3. The applicant shall be responsible for preparing and furnishing in proper form a "draft" ordinance including any reasonable conditions recommended by the Planning Commission sufficiently in advance of the City Council Meeting for review by City staff and for distribution to the Mayor and members of the City Council. A "final" ordinance for said re-zoning shall be thereafter submitted by applicant for action by the City Council.

### e. Required Notice and Publication

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Prior to consideration of amending, supplementing, changing, modifying, or repealing this ordinance by the Planning Commission and by the City Council, notice of public hearing before the Planning Commission and before the City Council shall be provided as follows:

1. **Posted Notice:** In the case of rezonings, a notice shall be posted by the applicant in a conspicuous place on or near the property upon which action is pending. Such notice shall be not less than 18 inches in height and 24 inches in width with a white or yellow background and black letters not less than one and one-half inches in height. Such posted notice shall be so placed on or near such premises that is easily visible from the street and shall be so posted at least ten days before the date of such hearing. It shall be the duty of the applicant to make sure the signs are laminated or otherwise protected from the weather so that they remain visible and legible for said ten-day period. It shall be unlawful for any person to remove, mutilate, destroy or change such posted notice prior to such hearing. It shall be the responsibility of the applicant to make sure the signs remain posted for said ten-day period and in the event any sign is removed, mutilated, destroyed or changed, it shall be the duty of the applicant to promptly post a new sign for the remainder of the ten-day period.
2. **Notice of Publication:** In the case of text amendments and rezonings, at least ten days before the date of hearing the City Clerk shall have published in a daily newspaper having a general circulation in the City of Columbus a Notice of the time, place and subject matter of such hearing.
3. **Notice by Personal Service or Mail:** In the case of rezonings, at least 10 days prior to the date of the hearing, the applicant shall either:
  - a) personally serve, or
  - b) mail to the last known address,

written notice of such hearing to each of the following:

- i) the owners of the real estate to be zoned or rezoned;
- ii) the owners of all real estate located within 300' of the real estate to be zoned or rezoned; and
- iii) the Board of Education of each school district in which the real estate to be zoned or rezoned is located.

If the record title owners of any real estate included in such proposed change be non-residents of the municipality, a written notice of such hearing shall be mailed by certified mail to their last-known address at least ten days prior to the date of such hearing.

4. **Exception:** The provisions of Subsection 1 "Posted Notice" and Subsection 3 "Notice by Personal Service or Mail" shall not apply (1) in the event of a proposed change in such regulations, restrictions, districts, or boundaries throughout the entire areas of an existing zoning district or of the City, or (2) in the event additional or different types of

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zoning districts are proposed, whether or not such additional or different districts are made applicable to areas, or parts of areas, already within a zoning district of the City, or (3) text amendments; in such instances only the requirements heretofore set forth in Subsection 2. "Notice of Publication" above shall be applicable.

5. Affidavit of Notice Compliance: The applicant shall be responsible for filing with the City Clerk on the date of the hearing an Affidavit of Notice Compliance. Said Affidavit shall verify that the "Posted Notice" requirements set forth in Subsection 1 above and that the "Notice by Personal Service or Mail" requirements set forth in Subsection 3 above were both complied with. Said Affidavit shall be submitted on a form approved by the City Clerk's office.

### f. Denial of Proposed Amendment; Waiting Period

In the event that a proposed amendment or change as provided in this Article is denied by the City Council, no new request shall be made for the same or substantially similar amendment or change within six (6) months of said denial thereof.

### **12-5 Extension of the Extra-Territorial Jurisdiction**

There shall be an automatic extension of the extra-territorial jurisdiction due to annexation or incorporation of any addition into the City. The City Council with the recommendation of the Planning Commission, shall zone properties within the newly established Jurisdiction concurrent with, or within 90 days thereafter, of the adoption of the annexation ordinance or resolution incorporating said property into the City. The zoning shall consider the Comprehensive Development Plan of the City of Columbus and the present use of the land. In the event the City takes no action within the time period, said property within the newly established Jurisdiction shall be deemed as zoned RR, Rural Residential.

### **12-6 Building Permits and Certificates of Occupancy**

#### a. Administration and Enforcement

The Building Official shall administer and enforce this ordinance.

If the Building Official shall find that any of the provisions of this ordinance are being violated, he/she shall notify in writing the person responsible for such violations, indicating the nature of the violation and ordering the action necessary to correct it. He/she shall order discontinuance of illegal use of land, buildings, or structures; removal of illegal buildings or structures or of illegal additions, alterations, or structural changes; discontinuance of any illegal work being done; or shall take any other action authorized by this ordinance to ensure compliance with or to prevent violation of its provisions.

#### b. Building Permits Required

No building or other structure shall be erected, moved, added to, or structurally altered without a permit therefore, issued by the Building Official. No building permit shall be issued by the Building

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Official except in conformity with the provisions of this ordinance, unless he/she receives a written order from the Board of Adjustment in the form of an administrative review, special exception, or variance as provided by this ordinance.

### c. Application for Building Permit

All applications for building permits shall include a site plan and shall include plans drawn to scale and an electronic copy, showing the actual dimensions and shape of the lot to be built upon; the exact sizes and locations on the lot of buildings already existing, if any; and the location and dimensions of the proposed building or alteration. The application shall include such other information as lawfully may be required by the Building Official, including the existing or proposed building or alterations; existing or proposed uses of the building and land; the number of families and/or persons, , and the number of units the building is designed to accommodate; conditions existing on the lot; and such other matters as may be necessary to determine conformance with, and provide for the enforcement of, this ordinance.

One copy of the plans shall be returned to the applicant by the Building Official, after he/she shall have marked such copy either as approved or disapproved and attested the same by his/her signature on such copy. The electronic copy of the plans shall be retained by the Building Official.

### d. Certificates of Occupancy for New, Altered, or Non-Conforming Uses

It shall be unlawful to use or occupy or permit the use or occupancy of any building or premises, or both, or part thereof hereafter created, erected, changed, converted, or wholly or partly altered or enlarged in its use or structure until a Certificate of Occupancy is issued by the Building Official stating that the proposed use of the building or land conforms to the requirements of this Ordinance and that all plans submitted with the application for building permit have been completed. Prior to the issuance of a Certificate of Occupancy, the Building Official, or his/her designee, shall conduct a final inspection of said building or premises to determine compliance with the requirements of the Columbus City Ordinances and it shall be the duty of the property owner to cooperate with said final inspection.

### e. Expiration of Building Permit

1. If the work described in any building permit has not begun within 180 days from the date of issuance thereof, said permit shall expire; it shall be cancelled by the building official; and written notice thereof shall be given to the persons affected.
2. If the work described in any building permit has not been completed within two years of the date of issuance thereof, said permit shall expire and be cancelled by the Building Official, and written notice thereof shall be given to the persons affected, together with notice that further work as described in the cancelled permit shall not proceed unless and until a new building permit has been obtained.
3. The expiration date of a building permit may be established for a period longer than two years if established at the time that such permit is issued by the City. The Building Official may, at his/her discretion extend the expiration period of the building permit.

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### f. Construction and Use to be as Provided in Applications, Plans, Permits, and Certificates of Occupancy

Building permits or certificates of occupancy issued on the basis of plans and applications approved by the Building Official authorize only the use, arrangement, and construction set forth in such approved plans and applications, and no other use, arrangement, or construction. Use, arrangement, or construction which varies from the approved permit shall be deemed a violation of this ordinance, and punishable as provided by Section 12-14 hereof.

### **12-7 Schedule of Fees, Charges and Expenses**

The City Council shall establish by resolution a schedule of fees, charges, and expenses and a collection procedure for building permits, re-zoning application fees, special use permit application fees, board of adjustment filing fees, site plan review, certificates of zoning compliance, appeals, and other matters pertaining to this ordinance.

The schedule of fees shall be posted in the office of the Building Official, and may be altered or amended only by the City Council.

Until all applicable fees, charges, and expenses have been paid in full, no action shall be taken on any application for appeal.

### **12-8 Board of Adjustment**

#### a. Establishment

1. A Board of Adjustment is hereby established to provide relief in situations of hardship or to hear appeals as provided by this Section. The Board shall consist of five regular members, plus one additional alternate member who shall attend and vote only when one of the regular members is unable to attend for any reason. At least one member of the Board shall be a member of the Planning Commission, and the loss of membership on the Planning Commission by such member shall also result in his or her immediate loss of membership on the Board of Adjustment and the appointment of another Planning Commission member to the Board. At least one member of the Board shall reside outside of the corporate boundaries of the City, but within its extra-territorial zoning jurisdiction.
2. Each member shall be appointed by the Mayor with the approval of the City Council for a three-year term and is removable for cause by the appointing authority upon written charges and after public hearings. Vacancies shall be

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filled for the unexpired term of any member whose term becomes vacant. The Chairman of the Board shall be elected annually by the members of the Board. All members of the Board shall serve without compensation.

3. The Board of Adjustment shall adopt rules and regulations in accordance with this ordinance and the laws of the State of Nebraska pursuant to Sections 19-901 to 19-914 of Nebraska Revised Statutes. Meetings shall be held at the call of the Chairman and at such other times as the Board may determine. Such chairman, or in his absence, the acting chairman, may administer oaths and compel the attendance of witnesses. All meetings and records shall be open to the public. The Board shall keep minutes of its proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, indicating such fact. The Board shall keep a record of its examinations and other official actions, all of which shall be immediately filed in the office of the Board and shall be a public record. A majority of the Board shall constitute a quorum for the transaction of business.

### b. Procedure for Appeals

1. Appeals shall be made to the Board of Adjustment within reasonable time of the cause of the appeal through the office of the Building Official in written form as determined by the Building Official. The Board shall fix a reasonable time for the hearing of the appeal and shall decide the appeal within thirty days of the date of the public hearing. An appeal stays all proceedings in furtherance of the action, unless the Building Official certifies to the Board that by reason of the facts stated in the certificate, a stay would, in his/her opinion, cause imminent peril to life or property. In such cases, proceedings shall not be stayed otherwise than by a restraining order which may be granted by the Board of Adjustment or by the District Court on notice to said officer and on due cause shown.
2. The Board shall provide a written notice to the appealing party of the date and time set for public hearing. The Board shall provide a minimum of ten days' notice of a public hearing on any question before it by publication in a newspaper of general circulation in the City of Columbus setting forth the time, place and subject matter of such hearing. Notice of hearing shall be posted by the appealing party in a conspicuous place on or near the property upon which action is pending. Such notice shall be not less than 18 inches in height and 24 inches in width with a white or yellow background and black letters not less than one and one-half inches in height. Such posted notice shall be so placed upon such premises that it is easily visible from the street and shall be so posted at least ten days before the date of such hearing. It shall be the duty of the appealing party to make sure the signs are laminated or otherwise protected from the weather so that they remain visible and legible for said ten-day period. It shall be unlawful for any person to remove, mutilate, destroy or change such posted notice prior to such hearing. It shall be the responsibility of the appealing party to make sure the signs remain posted for said ten-day period and in the event any sign is removed, mutilated, destroyed or changed it shall be the duty of the appealing party to promptly post a new sign for the remainder of the ten-day period. The appealing party shall be responsible for filing with the Building Official on the date of the hearing an Affidavit of Posting Notice. Said Affidavit shall verify that the requirements concerning posting notice as set forth herein were complied with and said Affidavit shall be submitted on a form approved by the Building Official.

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3. Upon the public hearing, any party may appear in person or by agent or attorney. The concurring vote of four out of five members of such board as so composed shall be necessary to reverse any order, requirement, decision or determination of any Building Official, or to decide in favor of the appellant on any matter upon which it is required to pass under any zoning ordinance, or to effect any variation in such ordinance.

### 12-9 Powers and Duties of the Board Of Adjustment

The Board of Adjustment shall have only the following powers and duties:

a. Administrative Review To hear and decide appeals where it is alleged there is error in any order, requirement, decisions or determination made by the Building Official in the enforcement of this Ordinance or any regulation relating to the location or soundness of structures.

b. Interpretation of Zoning Map To hear and decide in accordance with the provisions of any zoning regulation, requests for interpretation of any map.

c. Variances to Relieve Hardships Relating to Property To authorize, upon appeal, variances from the strict application of this Ordinance where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the zoning regulations; or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of such piece of property, such strict application would result in peculiar and exceptional practical difficulties to or exceptional and undue hardships upon the owner of such property.

1. Requirements for Grant of a Variance. No such variance shall be authorized by the Board unless it finds that:

(a) Strict application of the zoning ordinance will produce undue hardship;

(b) Such hardship is not shared generally by other properties in the same zoning district and in the same vicinity;

(c) The authorization of such variance will not be of substantial detriment to adjacent property and the character of the district will not be changed by the granting of the variance;

(d) The granting of such variance is based upon reason of demonstrable and exceptional hardship as distinguished from variations for purposes of convenience, profit, or caprice;

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(e) The condition or situation of the property concerned is not of so general or recurring a nature as to make reasonably practicable a general regulation to be adopted as an amendment to this Zoning Ordinance.

2. Findings by Board. The Board of Adjustment shall make findings that the requirements of Section 12-9c(1) have been met by the applicant for a variance.
3. Conditions for Grant of Variance.

(a) In granting any variance, the Board of Adjustment may prescribe appropriate conditions and safeguards in conformity with this Ordinance. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this Ordinance and punishable under Section 12-14 of this Ordinance.

(b) Under no circumstances shall the Board of Adjustment grant a variance to allow a use not permissible under the terms of this Ordinance in the district involved, or any use expressly or by implication prohibited by the terms of this Ordinance in said district.

(c) No non-conforming use of neighboring lands, structures, or buildings in the same district and no permitted or non-conforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

### d. Board has Powers of Building Official on Appeals: Reversing Decisions of Building Official

In exercising the above mentioned powers, the Board of Adjustment may, so long as such action is in conformity with the terms of this Ordinance, reverse or affirm, wholly or partly, or may modify the order, requirement, decisions, or determination as ought to be made, and to that end shall have the powers of the Building Official from whom the appeal is taken. The concurring vote of four members of the Board shall be necessary to reverse any order, requirements, decision, or determination of the Building Official, or to decide in favor of the applicant on any matter upon which it is required to pass under this ordinance, or to effect any variation in the application of this ordinance.

### **12-10 Appeals from the Board of Adjustment**

Any person or persons, or any board, taxpayer, officer, department, board or bureau of the city aggrieved by any decision of the Board of Adjustment may seek review of such decision by the District Court for the County in the manner provided by the laws of the State and particularly by 19-912 R.R.S. 1943 (Reissue 1991), and amendments thereto.

### **12-11 Duties of Building Official, Board of Adjustment, City Council, and Courts on Matters of Appeal**

## CHAPTER 1, ARTICLE 12: ADMINISTRATION AND PROCEDURES

- a. It is the intent of this ordinance that all questions of interpretation and enforcement shall be first presented to the Building Official, and that such questions shall be presented to the Board of Adjustment only on appeal from the decision of the Building Official, and that recourse from the decisions of Board of Adjustment shall be to the courts as provided by law.
- b. Under this ordinance the City Council shall have only the duties (1) of considering and adopting or rejecting proposed amendments or permits, or the repeal of this ordinance as provided by law, and (2) of establishing a schedule of fees and charges as stated in Section 12 of this ordinance.

### 12-12 Severability Clause

Should any section or provision of this ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof other than the part so declared to be unconstitutional or invalid.

### 12-13 Complaints Regarding Violations

Whenever a violation of this ordinance occurs, or is allowed to have occurred, any person may file a written complaint. Such complaints stating fully the causes and basis thereof shall be filed with the Building Official. He/she shall record properly such complaint immediately, investigate, and take action thereon as provided by this ordinance.

### 12-14 Penalties for Violation

- a. Violation of the provisions of this ordinance or failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with grants of variances or special exceptions) shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$100.00 or imprisoned for not more than 30 days, or both and in addition shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense.
- b. The owner or tenant of any building, structure, premises, or part thereof, any architect, builder, contractor, agent, or other person who commits, participates in, assists in, or maintains such violation may each be found guilty of a separate offense and suffer the penalties herein provided.
- c. Nothing herein contained shall prevent the City from taking such other lawful action as is necessary to prevent or remedy any violation

# CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE

## 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

## CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE

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.

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- 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.

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- X) **“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.
- 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

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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**

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- 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 13B and Article 15 of the Land Development Ordinance.

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### 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;

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- 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;

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- 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.

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- 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:

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- 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

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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, "Light 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 NTR, "Non-Traditional 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.

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- 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

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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.

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### 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

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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.

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- 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.

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## 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.

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- 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

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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

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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

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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**

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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.**

# CHAPTER 1, ARTICLE 13: WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE

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

### 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) “**Applicable Codes**” means uniform building, fire, safety, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to such codes so long as such amendments are not in conflict with the Small Wireless Facilities Deployment Act, Neb. Rev. Stat. Section 86-1201 et seq., and to the extent such codes have been adopted by the City and are generally applicable in the City.
- C) “**Applicant**” means any person who submits an application and is a wireless provider.
- D) “**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.
- E) “**City pole**” means a utility pole owned, managed, or operated by or on behalf of the City.
- F) “**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”

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nor “collocation” includes the installation of a new utility pole or new wireless support structure in the right-of-way.

- G) “**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.
- H) “**Communications network**” means a network used to provide communications service.
- I) “**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.
- J) “**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.
- K) “**Decorative pole**” means a City pole that is specially designed and placed for aesthetic purposes.
- L) “**FCC**” means the Federal Communications Commission.
- M) “**Fee**” means a one-time nonrecurring charge.
- N) “**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.
- O) “**Law**” means federal, state, or local law, statute, common law, code, rules, regulation, order, or ordinance.
- P) “**Make-ready work**” generally 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.

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- Q) **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.
- R) **“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.
- S) **“Person”** means an individual, a corporation, a limited liability company, partnership, an association, a trust, or any other entity or organization.
- T) **“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.
- U) **“Public power supplier”** means a public power district or any other governmental entity providing electric service. Public power supplier includes a municipal electric supplier.
- V) **“Rate”** means a recurring charge.
- 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 section 39-1302, the National System of Interstate and Defense Highways, or a private easement.
- X) **“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.
- Y) **“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.
- Z) **“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.
- AA) **“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

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Pole” does not include (1) wireless support structures or (2) any transmission infrastructure owned or operated by a public power supplier.

BB) **“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.

CC) **“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.

DD) **“Wireless provider”** means a wireless services provider or a wireless infrastructure provider when acting as a co-applicant for a wireless services provider.

EE) **“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.

FF) **“Wireless services provider”** means a person who provides wireless services.

GG) **“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.

HH) **“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 106<sup>th</sup> 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.

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## 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. Except as provided in Article 13, Part B, a wireless provider shall have the right, as a permitted use not subject to zoning review or approval, to collocate small wireless facilities and install, maintain, modify, operate, and replace utility poles along, across, upon, and under the right-of-way so long as such facilities and poles do not obstruct or hinder the usual travel or public safety on such right-of-way or obstruct the legal use of such right-of-way by utilities or the safe operation of their systems or provision of service.

4. Section 13, Part B, Sections 13-44 to 13-47 shall not apply to public power suppliers or to the collocation of small wireless facilities on utility poles owned, operated, or managed by a public power supplier.

## **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 facilities collocated on 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) if the collocation of the small wireless facility is on utility poles owned, operated, or managed by a public power supplier pursuant to a negotiated pole attachment agreement as provided in Neb. Rev. Stat. §86-1244(1), then a copy of said agreement; and

(e) all permit fees required under Article 15, Section 15-4; and

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- (f) information directly related to the impairment of wireless service in the immediate area; and
- (g) construction and engineering drawings and information demonstrating compliance with the criteria set forth in Section 13-44 (C)(1); and

2. An applicant that collocates a small wireless facility within the City right-of-way or on a utility pole 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, except to the extent such loss or damage is due to or caused by the negligence or willful misconduct of the City.

3. 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 (a) if requested by applicant in order to accommodate applicant's request for relief submitted by applicant pursuant to Section 13-48 or (b) by agreement between the City and the applicant.

2. Unless tolled, 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. Upon mutual agreement between the applicant and the City, the City may extend the period for consideration of an application for 30 days.

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.***

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1. The City may deny an application for a proposed collocation of a small wireless facility or installation, modification or replacement of a utility pole that meets the requirements of this Article 13, Part B, if the proposed operation: (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 Article 15 of the Land Development Ordinance; (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 the criteria set forth in Article 13, Part B, Section 13-44(C)(1) as such criteria existed at the time the permit was granted.

### 13-45 Rates

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.

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If applicant is not required to pay an occupation tax under said Chapter, applicant shall pay the City the rate of \$250 per small wireless facility per year.

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

E. *Make Ready Work 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 to which Article 13, Part B applies, shall comply with each standard set forth in Section 15-5 and those set forth in this Section 13-46.

A. *Spacing of Ground Mounted Equipment and New Utility Poles.* All proposed ground mounted facilities and new utility poles shall be located pursuant to the spacing requirements of Article 15, Section 15-5(K)(2) from any other small wireless facility, provided, however, that such spacing requirements shall not prevent a wireless provider from serving any location.

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, and provided the limits of a small wireless facility are not exceeded, 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) reasonably color-matches the pole; (b) should have a diameter no greater than 14 inches; (c) should have a uniform diameter once transitioned from the pole shaft; (d) should include only visually concealed cables, wires, and other components; and (e) should be no greater than 6 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.

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 September 1, 2019 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

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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. *Decorative Poles (Streetlights)*. If decorative poles serving as streetlights have been installed in a neighborhood, small wireless facilities shall first be collocated on such poles at intersections as combination poles with streetlights, with poles mid-block as secondary sites 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**

In the event applicant is requesting make ready work on City poles, the City may request a deposit for such make ready work based on a good faith estimate.

### **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.

## CHAPTER 1, ARTICLE 14: SEXUALLY ORIENTED BUSINESS

### 14 ARTICLE FOURTEEN

#### SEXUALLY ORIENTED BUSINESS

##### 14-1 Purpose and Intent

It is the purpose of this section to regulate sexually oriented businesses to promote the health, safety, morals and general welfare of the citizens of the city, and to establish reasonable and uniform regulations to prevent the concentration of sexually oriented businesses within the city's jurisdiction. The provisions of this section have neither the purpose nor effect of imposing a limitation or restriction on the content of any communicative materials, including sexually oriented materials. Similarly, it is not the intent or effect of this section to restrict or deny access by adults to sexually oriented materials protected by the First Amendment, or to deny access by the distributors and exhibitors of sexually oriented entertainment to their intended market.

##### 14-2 Definitions

As used in this section, the following terms shall have the meanings indicated:

**ADULT ARCADE** – Any place to which the public is permitted or invited wherein coin-operated or slug-operated or electronically, electrically or mechanically controlled still or motion-picture machines, projectors or other image-producing devices are maintained to show images to five or fewer persons per machine at any one time, and where the images so displayed are distinguished or characterized by the depicting or describing of “specified sexual activities” or “specified anatomical areas.”

**ADULT BOOKSTORE or ADULT VIDEO STORE** – A commercial establishment which as one of its principal business purposes offers for sale or rental for any form of consideration any one or more of the following:

1. Books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, videocassettes or video reproductions, slides or other visual representations which depict or describe “specified sexual activities” or “specified anatomical areas”; and/or
2. Instruments, devices or paraphernalia which are designed for use in connection with “specified sexual activities.”

A commercial establishment is not exempt from being categorized as an “Adult Bookstore” or “Adult Video Store” so long as one of its principal business purposes is the offering for sale or rental for consideration the specified materials which depict or describe “specified sexual activities” or “specified anatomical areas.”

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ADULT CABARET – A night club, bar, restaurant or similar commercial establishment which regularly features:

1. Persons who appear in a state of nudity; or
2. Live performances which are characterized by the exposure of "specified anatomical areas" or by "specified sexual activities"; or
3. Films, motion pictures, videocassettes, slides or other photographic reproductions which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas."

ADULT MOTEL – A hotel, motel or similar commercial establishment which:

1. Offers accommodations to the public for any form of consideration; provides patrons with closed-circuit television transmissions, films, motion pictures, videocassettes, digital video discs or other electronic media, slides or other photographic reproductions which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas"; and has a sign visible from the public right-of-way which advertises the availability of this adult type of photographic reproductions; or
2. Offers a sleeping room for rent for a period of time that is less than ten (10) hours; or
3. Allows a tenant or occupant of a sleeping room to sub-rent the room for a period of time that is less than ten (10) hours.

ADULT MOTION-PICTURE THEATER – A commercial establishment where, for any form of consideration, films, motion pictures, videocassettes, slides or similar photographic reproductions are regularly shown which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas."

ADULT STORE – A commercial establishment which, as one of its principal business purposes, offers for sale or rental for any form of consideration instruments, devices, "adult toys," or paraphernalia which are designed for use in connection with "specified sexual activities."

A commercial establishment is not exempt from being categorized as an "Adult Store" so long as one of its principal business purposes is the offering for sale of instruments, devices, "adult toys," or paraphernalia which are designed for use in connection with "specified sexual activities."

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**ADULT THEATER** – A theater, concert hall, auditorium or similar commercial establishment which regularly features persons who appear in a state of nudity or live performances which are characterized by the exposure of "specified anatomical areas" or by "specified sexual activities."

**BUSINESS** – An enterprise or entrepreneurial activity located in the City of Columbus' jurisdiction, which includes all types of vocations, occupations, professions, enterprises, establishments (including sales of tangible personal property and furnishing of services), together with all devices, machines, vehicles and appurtenances used therein, any of which are conducted for private profit, gain, pecuniary benefit or advantage, either directly or indirectly.

**CHIEF OF POLICE** – The Chief of Police of the City of Columbus or its designated agent.

**CITY** – City of Columbus, Nebraska located in Platte County.

**CITY COUNCIL** – The City Council of the City of Columbus, Nebraska.

**EMPLOYEE** – Means a person who works or performs in and/or for a sexually oriented business, regardless of whether or not said person is paid a salary, wage, or other compensation by the operator of said business.

**ESCORT** – A person who, for consideration, agrees or offers to act as a companion, guide or date for another person, or who agrees or offers to privately model lingerie or to privately perform a striptease for another person.

**ESCORT AGENCY** -- A person or business association who furnishes, offers to furnish or advertises to furnish escorts as one of its primary business purposes, for a fee, tip or other consideration.

**ESTABLISHMENT** -- Includes any of the following:

1. The opening or commencement of any sexually oriented business as a new business.
2. The conversion of any existing business, whether or not a sexually oriented business, to any sexually oriented business.
3. The addition of any sexually oriented business.
4. The relocation of any sexually oriented business.

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EXPIRATION DATE – Shall mean midnight of the date one (1) year after the license was issued.

LICENSEE – Any person, individual, partnership, corporation, firm, estate, trust, association, joint venture or other entity which a license to operate a sexually oriented business has been issued, as well as those listed as an applicant on the application for a license.

LICENSE YEAR – The period from the date of issuance to one (1) year after the license was issued.

NUDE MODEL STUDIO – Any place where a person who appears in a state of nudity or displays "specific anatomical areas" is provided to be observed, sketched, drawn, painted, sculptured, photographed or similarly depicted by other persons who pay money or any form of consideration.

NUDITY or STATE OF NUDITY:

1. The appearance of a human bare buttocks, anus, male genitals, female genitals or female breasts; or
2. The state of dress which fails to opaquely cover a human buttock, anus, male genitals, female genitals or areola of the female breast.

OPERATES OR CAUSES TO BE OPERATED – To cause to function or to put or keep in operation. A person may be found to be operating or causing to be operated a sexually oriented business whether or not that person is an owner, part owner or licensee of the business.

PERSON – An individual, proprietorship, partnership, corporation, association or other legal entity.

PREMISES – All lands, structures, lodges, stores, offices, sales rooms, warehouses and the equipment and appurtenances connected or used therewith in any business, and also any personal property which is either affixed to or is otherwise used in connection with any such business within the city's jurisdiction which is owned, leased or occupied by the business.

PRINCIPAL BUSINESS PURPOSE (Factors Determining) – A primary factor which shall be considered in determining the "principal business purpose" shall be whether the business publicly advertises such materials either through media or signs located on the exterior of its premises or signs located inside the business that can be seen from the exterior. Additional factors which may be considered are the gross income generated by adult materials compared to over-all gross income, and the amount of floor space, both retail and storage, devoted to adult materials.

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**SEMI-NUDE** – A state of dress in which clothing covers no more than the genitals, pubic region and areola of the female breast, as well as portions of the body covered by supporting straps or devices.

**SEXUAL ENCOUNTER CENTER** – A business or commercial enterprise that, as one of its primary business purposes, offers for any form of consideration:

1. Physical contact in the form of wrestling or tumbling between the opposite sex; or
2. Activities between male and female persons and/or persons of the same sex when one or more of the persons is in a state of nudity or semi-nude.

**SEXUALLY ORIENTED BUSINESS** – An adult arcade, adult bookstore or adult video store, adult cabaret, adult motel, adult motion-picture theater, adult theater, escort agency, nude model studio or sexual encounter center.

**SPECIFIED ANATOMICAL AREAS** – Shall mean and include any of the following:

1. human genitals, pubic region, buttocks, anus or female breasts below a point immediately above the top of the areola, that are not completely and opaquely covered; or
2. human male genitals in a discernibly turgid state even if completely and opaquely covered.

**SPECIFIED SEXUAL ACTIVITIES** – Includes any of the following:

1. The fondling or other erotic touching of human genitals, pubic region, buttocks, anus or female breasts;
2. Sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation or sodomy;
3. Masturbation, actual or simulated; or
4. Excretory functions as part of an or in connection with any of the activities set forth in Subsections 1 through 3 above.

**SUBSTANTIAL ENLARGEMENT** – Of a sexually oriented business means the increase in floor area occupied by the business by more than 25% as the floor area exists.

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TRANSFER OF OWNERSHIP OR CONTROL – Of a sexually oriented business means and includes any of the following:

1. The sale, lease or sublease of the business;
2. The transfer of securities which constitute a controlling interest in the business, whether by sale, exchange or similar means; or
3. The establishment of a trust, gift or other similar legal device which transfers the ownership or control of the business, except for transfer by bequest or other operation of law upon the death of the person possessing the ownership or control.

### 14-3 Classification

Sexually oriented businesses are classified as they exist on the effective date of this section as follows:

1. Adult arcades;
2. Adult bookstores or adult video stores;
3. Adult cabarets;
4. Adult motels;
5. Adult motion-picture theaters;
6. Adult theaters;
7. Escort agencies;
8. Nude model studios; and
9. Sexual encounter centers.

### 14-4 Location of Sexually Oriented Businesses

1. All sexually oriented businesses shall be located and operated within an "ML/C-1" district with a special use permit.
2. A sexually oriented business cannot be operated within 300 feet of:
  - (a) A church;
  - (b) A public or private elementary or secondary school;
  - (c) A boundary of a residential or historic district;
  - (d) A park or recreational trail;
  - (e) A property line of a lot devoted to a residential use;
  - (f) A hospital; or

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- (h) A fairgrounds.
3. The operation, establishment, substantial enlargement or transfer of ownership or control of a sexually oriented business within 2,500 feet of another sexually oriented business is prohibited.
  4. The operation, establishment or maintenance of more than one sexually oriented business in the same building, structure or portion thereof, or the increase of floor area of any sexually oriented business in any building, structure or portion thereof containing another sexually oriented business is prohibited.
  5. For the purposes of subsection 2 of this section, measurement shall be made in a straight line, without regard to intervening structures or objects, from the nearest portion of the building or structure used as a part of the premises where a sexually oriented business is conducted, to the nearest property line of the premises of a church, public or private elementary or secondary school, or hospital or to the nearest boundary of an affected public park, residential district, historic district or residential lot.
  6. For purposes of subsection 3 of this section, the distance between any two sexually oriented businesses shall be measured in a straight line, without regard to intervening structures or objects, from the closest exterior wall of the structure in which each business is located.
  7. Any sexually oriented business lawfully operating on the effective date of this chapter that is in violation of subsections 1, 2, 3, or 4 of this section shall be deemed a nonconforming use. The nonconforming use will be permitted to continue for a period not to exceed three years, unless sooner terminated for any reason or voluntarily discontinued for a period of 30 days or more. Such nonconforming uses shall not be increased, enlarged, extended or altered, except that the use may be changed to a conforming use. If two or more sexually oriented businesses are within 2,500 feet of one another and otherwise in a permissible location, the sexually oriented business which was first established and continually operating at a particular location is the conforming use and the later-established business(es) is nonconforming.
  8. A sexually oriented business fully operating as a conforming use is not rendered a nonconforming use by the location, subsequent to the grant or renewal of the sexually oriented business license, of a church, public or private elementary or secondary school, public park, residential district, historic district, residential lot or hospital within 300 feet of the sexually oriented business. This provision applies only to the renewal of a valid license, and does not apply when an application for a license is submitted after a license has expired or has been revoked.

### 14-5 Appeals, Exemption From Location Restrictions

1. If the City denies the issuance of a license to an applicant because the location of the sexually oriented business establishment is in violation of Section 7-6(d), then the applicant may, not later than 10 calendar days after receiving notice of the denial, file with the City Clerk a written request for an exemption from the locational restrictions of Section 7-6(d).

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2. If the written request is filed with the City Clerk within the ten-day limit, the City Council, shall consider the request. The City Clerk shall set a date for the hearing within 60 days from the date the written request is received.
3. A hearing by the City Council may proceed if at least five of the City Council members are present. The City Council shall hear and consider evidence offered by any interested person. The formal rules of evidence do not apply.
4. The City Council may, in its discretion, grant an exemption from the locational restrictions of Section 7-6(d) if it makes the following findings:
  - (a) That the location of the proposed sexually oriented business will not have a detrimental effect on nearby properties or be contrary to the public safety or welfare;
  - (b) That the granting of the exemption will not violate the spirit and intent of this chapter of the Zoning Code;
  - (c) That the location of the proposed sexually oriented business will not downgrade the property values or quality of life in the adjacent areas or encourage the development of urban blight;
  - (d) That the location of an additional sexually oriented business in the area will not be contrary to any program of neighborhood conservation nor will it interfere with any efforts of urban renewal or restoration; and
  - (e) That all other applicable provisions of this chapter will be observed.
5. The City Council shall grant or deny the exemption by a majority vote. Failure to reach a majority vote shall result in denial of the exemption. Disputes of fact shall be decided on the basis of a preponderance of the evidence. The decision of the City Council is final.
6. If the City Council grants the exemption, the exemption is valid for one year from the date of the City Council's action. Upon the expiration of an exemption, the sexually oriented business is in violation of the location restrictions of Section 7-6(d) until the applicant applies for and receives another exemption.
7. If the City Council denies the exemption, the applicant may not reapply for an exemption until at least 12 months have elapsed since the date of the City Council's action.

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8. The grant of an exemption does not exempt the applicant from any other provisions of this chapter other than the locational restrictions of Section 7-6(d).

### 14-6 Signs for Sexually Oriented Businesses

1. No sign for a sexually oriented business shall contain flashing lights, words, lettering, photographs, silhouettes, drawings or pictorial representations that emphasize specified anatomical areas or specified sexual activities.
2. In addition to complying with all City of Columbus sign regulations, a sexually oriented business shall display a sign, clearly visible and legible at the entrance to the business, that gives notice of the adult nature of the sexually oriented business and of the fact that the premises is off limits to those under the age of 21 years.

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### 15 ARTICLE FIFTEEN

#### PERMITS TO OCCUPY THE RIGHT-OF-WAY

##### 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:

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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 the right-of-way by an adjacent business as approved by Resolution of the City Council or conducting other outdoor activities in the right-of-way as 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, unless said occupation is pursuant to a franchise agreement between user and the City.

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 complete set of 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;

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- (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) an applicant for a permit for a small wireless facility who is a wireless provider and submits an application for a permit to collocate small wireless facilities on an existing utility pole or wireless support structure or for a permit for approval for the installation, modification, or replacement of a utility pole to support the installation of a small wireless facility shall not be required to provide more information to obtain a permit than a communication service provider that is not a wireless provider, except as directly related to the impairment of wireless service in the immediate area of the proposed wireless facility and except that an applicant may be required to include construction and engineering plans and information demonstrating compliance with the criteria set forth below in Section 15-3(B)(9) and Article 13, Part B, Section 13-44(C)(1).
- (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, as allowed by State law and
- (i) proof that a flood plain development permit and approval as required by Article 5, Section 23(a) and Section 5-25(b) of the Land Development Ordinance has been obtained, if applicable.

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.

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

8. A statement disclosing any prior permit violations:

9. The city may deny a permit if the proposed application: (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 15-5 of Article 15; (e) fails to comply with applicable codes; (f) fails to comply with the aesthetic and other design requirements set forth in 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 applicant obtains the written consent of the public power supplier that owns or manages the electrical conductor.

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. The 90-day processing deadline 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 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. 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 if requested by applicant in order to accommodate applicant's request for relief submitted by applicant pursuant to Section 15-7 or otherwise by agreement between the City and the applicant.

D. *Final Review; Issuance; Denial.* Unless tolled 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 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. Notwithstanding the foregoing, permit renewals involving Section 13-44 of the Land Development Ordinance shall be processed in the manner provided for under applicable law including Section 13-44(E) of the Land Development Ordinance.

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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. Except as provided for in Section 13-44 of the Land Development Ordinance, 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

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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 may be 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 by the applicant without 30 days prior written notice being given to the City along with proof of replacement coverage. Upon receipt of notice from its insurer(s), the applicant shall provide the City with 30-days prior written notice of any prospective cancellation. The applicant shall provide proof of replacement coverage prior to the effective cancellation date.

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

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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 currently 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 appearance of existing adjacent developments and 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.* Except as prohibited by law, 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,

## CHAPTER 1, ARTICLE 15: PERMITS TO OCCUPY THE RIGHT-OF-WAY

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 required or otherwise allowed by state or federal law.

I. *Historic Districts.* All ground-mounted facilities and new poles 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 or which are inconsistent with the appearance of existing facilities. Without limiting the foregoing, all facilities located in the City's historic district shall be subject to the design and aesthetic standards for an historic overlay district set forth in the City's Zoning Ordinance.

J. *Traffic Signals.* Facilities shall not be allowed on traffic signal systems without permission from the authority or agency in control of said traffic signal systems.

K. *Placement Guidelines.* All facilities including ground mounted equipment and new utility poles 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;

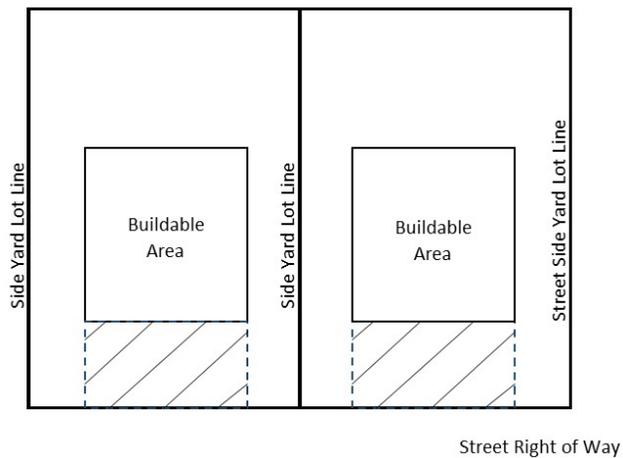
3. Shall be located in alignment with existing trees, utility poles, and streetlights and placed to avoid disturbance within the critical root zone of any tree;

4. All above ground facilities located in zones with no side yard setback, shall be located no more than 25 feet from either side yard lot line.

5. Shall not be located in front of the buildable area of properties as shown in Figure 15 (a) unless otherwise approved by the City.

## CHAPTER 1, ARTICLE 15: PERMITS TO OCCUPY THE RIGHT-OF-WAY

**Figure 15 (a)**



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

## CHAPTER 1, ARTICLE 15: PERMITS TO OCCUPY THE RIGHT-OF-WAY

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.

9. Shall be located with a minimum separation distance of 150 feet from any other facilities including ground mounted equipment or new utility poles to the extent allowed by applicable law and technically feasible.

### 15-6 Independent Technical and Legal Reviews

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. To the extent permissible under applicable law, 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.

**CHAPTER 1, ARTICLE 15: PERMITS TO OCCUPY THE RIGHT-OF-WAY**

## CHAPTER 2, ARTICLE 1: GENERAL PROVISIONS

### 1 ARTICLE ONE

#### GENERAL PROVISIONS

##### 1-1 Title

This Ordinance shall be known as the Subdivision Chapter of the Land Development Ordinance of the City of Columbus.

##### 1-2 Authority and Purpose

###### a. Authority

This Ordinance is adopted pursuant to the authority granted the City of Columbus under Section 16, Revised Statutes of the State of Nebraska, enabling cities of the First Class to regulate the development of land within their jurisdictions and to promote good planning practice.

###### b. Purposes

The purposes of this Chapter are to:

1. Serve the public health, safety, and general welfare of the city and residents of Columbus and its surrounding jurisdiction;
2. Provide for the orderly development and growth of the city by prescribing rules and standards insuring the functional arrangement of streets, public improvements, open spaces, community facilities, and utilities;
3. Promote the creation of well-planned and attractive residential, commercial, and industrial developments within the city and its jurisdiction;
4. Avoid excessive costs to the taxpayers of Columbus or the residents of the jurisdiction of the city for the provision of public services and utilities, while maintaining high standards for these services;
5. Protect the unique environment of the City of Columbus by avoiding environmental damage whenever feasible and appropriate; and by encouraging flexibility in the design of subdivisions;

## CHAPTER 2, ARTICLE 1: GENERAL PROVISIONS

6. Provide the City of Columbus with the ability to grow incrementally through the eventual annexation of new developments.

### c. Consideration of Plans

The design of subdivisions shall consider all existing local and regional plans and policies for Columbus and its jurisdiction. These include, but not limited to, the Comprehensive Development Plan, Long Range Transportation Plan, Stormwater Management Plan, and State of Nebraska Board of Classifications and Standards.

### b. Preservation of Natural Features and Drainage Patterns

1. In accordance with all Federal, State of Nebraska and local requirements and to the maximum extent possible, development shall be located to preserve natural features of the site, to avoid areas of environmental sensitivity, and to minimize negative impact and alteration of natural features and drainage patterns.
2. The subdivider shall give maximum consideration to the preservation of the following areas as open space or stormwater treatment facility or detention system, to the extent consistent with reasonable utilization of land:
  - (a) Wetlands and other unique environmental areas, as defined in Section 404, Federal Water Pollution Control Act of 1972 and delineated on wetlands maps and policies prepared by the U. S. Fish and Wildlife Service, U.S. Army Corps of Engineers, State of Nebraska Department of Natural Resources, and the Lower Loup Natural Resource District.
  - (b) Flood plain and floodway lands as defined by the Federal Emergency Management Agency, Flood Insurance Rate Map, and the City of Columbus Special Flood Hazard Areas.

### c. General Guidelines for Subdivision Layout

Subdivisions shall be designed to comply with the following overall performance objectives:

1. Reduction and minimization of cut and fill.
2. No increase of peak flow, area of runoff or encroachment of stormwater runoff onto other properties.
3. Provision of adequate access to lots, including alternative routes to lots and sites within the subdivision and minimization of cul-de-sacs over 350 feet.

## CHAPTER 2, ARTICLE 1: GENERAL PROVISIONS

4. Respect for the urban character and traditional layout of Columbus, including providing continuity to established street and community facility networks; establishing linkages and connections between new development and existing parts of the city; and preserving historically and architecturally significant sites and buildings, determined as those sites or districts either listed on or determined to be eligible for listing on the National Register of Historic Places, as determined by the State Historic Preservation Officer.

### d. Site Design Objectives and Approval

The Planning Commission and City Council shall take the above Site Design objectives into account during their review and approval of subdivision applications.

### **1-3 Relationship to the Comprehensive Plan**

1. The City of Columbus intends that this Subdivision Chapter and any amendments to it shall be consistent with the City's Comprehensive Plan. Should this Ordinance become inconsistent with the adopted Comprehensive Plan because of subsequent amendments to that plan, it is the City's intent to amend this ordinance to bring it into conformance with the plan.
2. The Subdivision Chapter shall supplement and facilitate the provisions of the Comprehensive Plan, the Unified Land Development Ordinance, the Official Zoning Map, and the City of Columbus's Capital or General Fund Budget.

### **1-4 Jurisdiction and Applicability**

- a. The provisions of this chapter shall be applicable to all property within the corporate limits of the City of Columbus and its extra-territorial jurisdiction as authorized by §16-902, Revised Statutes of Nebraska, 1943. In conjunction therewith, it is hereby designated that the City of Columbus will exercise the powers and duties granted by Sections 16-902 to 16-904, or Section 19-2402, Revised Statutes of Nebraska, 1943, over that portion of the territory located within two miles of the corporate limits of the City of Columbus as shown on the Extra-Territorial Jurisdiction Map. Boundaries of the Extra-Territorial Jurisdiction established by this ordinance shall be shown on the Extra-Territorial Jurisdiction Map maintained by the City Engineer. This map, together with all legends, references, symbols, boundaries, and other information, shall be adopted as a part of and concurrent with this ordinance. The Extra-Territorial Jurisdiction may be changed from time to time following the extension of City boundaries either by annexation or by additions brought into the City pursuant to the Subdivision Chapter of the Unified Land Development Ordinance. Such changes shall be reflected on the Extra-Territorial Jurisdiction Map. The City Clerk and Engineer shall keep a complete record of all changes to the Extra-Territorial Jurisdiction Map.

## CHAPTER 2, ARTICLE 1: GENERAL PROVISIONS

- b. No owner of real property within the City of Columbus and its jurisdiction may subdivide or plat such property into lots for buildings or any other use, streets, or other forms of dedication for public use without gaining approval pursuant to this Ordinance. In addition, no individual may sell, offer to sell, or construct buildings on any lots or parts of real property that are not subdivided as required by State law or this Ordinance.

### 1-5 Amendment

When necessary, this Ordinance may be amended through public hearing and recommendation by the Planning Commission to the City Council. The City Council shall then hold its own independent public hearing and action on amendments.

### 1-6 Fees

The City Council of the City of Columbus may establish reasonable fees sufficient to recover costs incurred for the processing and review of subdivision applications and other procedures included within this Ordinance.

### 1-7 Enforcement

1. The Administrative Official shall enforce the provisions of this Ordinance and shall bring violations or lack of compliance to the attention of the Planning Commission, City Council, or other appropriate agency.

### 1-8 Penalties

1. Violation of the provisions of this Ordinance shall constitute a misdemeanor. Any person who violates this Ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$100.00 or imprisoned for not more than 30 days, or both, and shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense.
2. An owner, developer, or subdivider of property; any architect or engineer; builder, contractor, agent, or any other person who commits, participates in, assists in, or maintains such violation may each be found guilty of a separate offense and suffer the penalties provided in this section.
3. Notwithstanding this section, the City and the Administrative Official shall have the right to take any lawful action necessary to prevent or remedy any violation of this Ordinance or any agreement pursuant to or other condition of an approval of a subdivision application.

### 1-9 Interpretation, Conflict, and Severability

- a. The Subdivision Chapter shall be held to provide the minimum requirements necessary for the promotion of the public health, safety, and welfare. If any provision of the

## CHAPTER 2, ARTICLE 1: GENERAL PROVISIONS

Subdivision Chapter     conflicts with any other provision of the Unified Land Development Ordinance, any other Ordinance of     the City of Columbus, or any applicable State or Federal law, the more restrictive provision shall     apply.

- b. Nothing in these provisions shall relieve any property owner or user from satisfying any condition or requirement associated with a previous approval, special permit, variance, development permit, or other permit issued under any local, State, or Federal ordinance or statute.
  
- c. If any chapter, section, subsection, clause, or phrase of this Subdivision Chapter is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance or any other section of the City of Columbus's Unified Land Development Ordinance.

## CHAPTER 2, ARTICLE 2: DEFINITIONS

### 2 ARTICLE TWO

#### DEFINITIONS

##### 2-1 Purpose

Article Two shall be known as the Definitions. The purpose of these provisions is to promote consistency and precision in the interpretation of the Subdivision Ordinance. The meaning and construction of words as set forth shall apply throughout the Subdivision Ordinance, unless where modified in a specific section or where the context of such words or phrases clearly indicates a different meaning or construction.

##### 2-2 Definitions of Terms

For the purposes of this Subdivision Ordinance, certain terms and words are hereby defined. Certain sections contain definitions which are additional to those listed here. Where terms are not specifically defined, their ordinarily accepted meanings or meanings implied by their context shall apply.

##### 2-3 A.

1. Administrative Official: The Community Development Director is responsible for the supervision and administration of the Subdivision Ordinance of the City of Columbus.
2. ADT or Average Daily Traffic: The average number of motor vehicles per day that pass over a given point or segment of street.
3. Alley: A public or private right-of-way generally designed to provide secondary access to the side or rear of a property whose principal frontage is on another street.
4. Applicant: An owner, developer, or subdivider submitting an application to divide property pursuant to this Ordinance.
5. Approving Authority: The City Council of the City of Columbus.
7. Administrative Subdivision: An adjustment of lot lines of no more than four lots without creating additional or elimination of any lots and requires no extensions of streets, sewers, utilities, or other municipal facilities; and complies with all pre-existing zoning requirements following subdivision.

## CHAPTER 2, ARTICLE 2: DEFINITIONS

### 2-4 B.

1. Bicycle Lane and Path: A designated lane on a roadway or an exclusive path separated from a roadway, designed specifically to accommodate the physical requirements of bicycling. Bicycle paths are ordinarily designed to accommodate other forms of non-motorized pedestrian recreation.
2. Buffer: A landscaped area intended to separate and partially obstruct visual or other sensory effects of two adjacent land uses or properties from one another.

### 2-5 C.

1. Cartway: The actual surface area of a road used to accommodate motor vehicles, including moving traffic lanes, acceleration and deceleration lanes, and parking lanes. On a street with curbs, the cartway is measured from curblines to curblines. On streets without curbs, the cartway is measured between the outside edges of the established road surface.
2. Centerline Offset: The gap between the centerline of roads intersecting a common road from the same or opposite sides.
3. Channel: The bed or banks of a natural stream or drainage way, which convey the constant or intermittent flow of water, including storm run-off.
4. Common Area: An area within a development that is not individually owned or dedicated for public use, but is designed and designated for common or cooperative use within a development.
5. Comprehensive Plan: The Comprehensive Development Plan and Long Range Transportation Plan of the City of Columbus.
6. Concept Plan: A preliminary presentation, including any necessary documentation, of a proposed subdivision and/or future development plan, providing adequate information for the purpose of discussion or classification.
7. Conventional Subdivision: A subdivision, which literally meets all nominal standards of the Unified Land Development Ordinance for lot dimensions, setbacks, street frontage, and other site development regulations.
8. Cul-de-sac: A local street with only one outlet and with an opposite end providing for the reversal of traffic.
9. Curb: A vertical or sloping edge of a roadway, intended to define the edge of the cartway and to channel or control drainage.

### 2-6 D.

## CHAPTER 2, ARTICLE 2: DEFINITIONS

1. Dedication: A grant of land to the City or another public agency for a public purpose.
2. Design Standards: Standards that set forth specific improvement requirements.
3. Detention Basin: An artificial or natural water collection facility, designed to collect surface or subsurface water and to control its rate of discharge, in order to prevent a net increase in the rate of water flow that existed prior to a development.
4. Developer: The legal or beneficial owner(s) of any land included in a proposed development.
5. Development: A planning or construction project involving substantial improvement or change in the character and/or land use of a property.
6. Divided Street: A street whose moving lanes in opposite directions is separated by a physical barrier such as a median.
7. Drainage: The removal of surface or stormwater from land by drains, grading, or other means.
8. Drainage System: The system through which water flows.

### 2-7 E.

1. Easement: A right-of-way granted, but not dedicated, for limited use of private land for a public or quasi-public purpose and which the owner must maintain free of structures which obstruct or limit its use for such purpose.
2. Erosion: The wearing away of a land surface by water, wind, ice, or gravity.

### 2-8 F.

1. Final Approval: The final official action of the City Council, upon a recommendation by the Planning Commission, permitting the filing of a subdivision with the Platte County Register of Deeds and the conveyance of individual parcels and lots to subsequent owners. Final Approval follows the completion of detailed engineering plans, development agreements, posting of required guarantees, and other requirements of this Ordinance.

### 2-9 G.

1. Grade: The slope of a street or other public way, defined as a percentage or ratio of vertical change in elevation to horizontal change in distance.

## CHAPTER 2, ARTICLE 2: DEFINITIONS

### 2-10 H.

### 2-11 I.

### 2-12 J.

### 2-13 K.

1. Key Map: An aerial map a common engineering scale of not less than 1 inch to 600 feet showing the location of a development project or subdivision in reference to surrounding property. The map shall show existing streets and city limit lines. The area shown shall be sufficient to show how the proposed project or subdivision will fit into existing developments.

### 2-14 L.

1. Lot: A parcel of real property with a separate and distinct number shown on a plat, record or survey, parcel map, or subdivision map recorded in the office of the Platte County Register of Deeds. A lot is ordinarily established for the purpose of transfer of title and/or development.
2. Lot Area: The size of a lot measured within its boundaries and expressed in terms of square feet or acres.
3. Lot Frontage: The portion of a lot extending along a public street or private drive line.

### 2-15 M.

1. Main: The principal artery of a system of continuous piping which conveys fluids and to which branches may be connected.
2. Major Subdivision: Any subdivision not defined and approved as an administrative subdivision or as a minor subdivision.
3. Minor Subdivision: An adjustment of lot lines of two or more lots without creating additional lots or a subdivision of land which creates no more than four lots from any single block or lot of an addition or subdivision, tract, or parcel of land; requires no extensions of streets, sewers, utilities, or other municipal facilities; and complies with all pre-existing zoning requirements following subdivision.
4. Moving Lane: Any traffic lane within a cartway where traffic movement is the primary or sole function.

## CHAPTER 2, ARTICLE 2: DEFINITIONS

### 2-16 N.

### 2-17 O.

1. Off-Site: Located outside the boundaries of the parcel that is the subject of an application.
2. Open Space: Any parcel or area of land or water that is retained in an open state and set aside for public or private use.

### 2-18 P.

1. Parking Lane: A lane located on the sides of streets, designated or allowing on-street parking of motor vehicles.
2. Pavement: An impermeable, hard surface, typically asphalt, asphaltic concrete, concrete, or brick or other masonry paver units.
3. Plat: A document, usually a map or maps, expressing the division of land into two or more lots or parcels, any one of which is ten acres or less. Plats include preliminary and final plats.

(a) Preliminary Plat: A plat indicating the proposed layout of a development and related information, intended for the purpose of preliminary approval by approving authorities but not for filing with the Platte County Register of Deeds.

(b) Final Plat: The final plat of the subdivision which is presented for Final Approval. The Final Plat contains detailed information, legal survey and documentation and is designed to be filed with the Register of Deeds.

4. Private Drive: Privately owned and maintained access to a lot or parcel. May have a public easement for utility and fire access.

### 2-19 R.

1. Right-of-way: A strip of land, generally linear, occupied or intended to be occupied by a system that conveys people, traffic, fluids, utilities, or energy from one point to another. Rights-of-way may include streets and roads, crosswalks, bicycle paths, recreational trails, railroads or fixed guideway transit, electric transmission infrastructure, communication infrastructure, gas pipelines, water mains, or sewer mains.

### 2-20 S.

1. Sanitary Sewer: A sewer that conducts sanitary wastes from a point of origin to a treatment or disposal facility. In developing areas, sanitary sewers normally include interceptor, outfall, and lateral sewers.

## CHAPTER 2, ARTICLE 2: DEFINITIONS

- (a) Interceptor: A sanitary sewer that serves as a trunk, collecting sewage generated by a number of individual developments.
- (b) Outfall: A sanitary sewer that may be developed to connect an individual subdivision or development to an interceptor sewer.
- (c) Lateral or Local: A pipe that connects individual buildings or groups of buildings to an outfall or interceptor sewer.
2. Septic System: An underground system, utilizing a watertight receptacle to receive the discharge of sewage, which provides for the decomposition of wastes produced by development on a single lot.
3. Sidewalk: A concrete or brick paved path provided for pedestrian use, usually located at the side of and detached from a road, but within the right-of-way.
4. Storm Sewer: A conduit which conducts storm drainage from a development or subdivision, ultimately to a treatment facility, drainage way or stream.
5. Street: A right-of-way, dedicated to public use, which provides a primary means of access to an abutting lot or parcel.
6. Street Hierarchy: The conceptual arrangement of streets based on function. Street types contained within the hierarchy include:
- (a) Private Drive
  - (b) Local
  - (c) Collector
  - (d) Minor Arterial
  - (e) Major Arterial
  - (f) Expressway
7. Subdivision: The division of a lot, tract or parcel into two or more lots, tracts, parcels, or other units of land for title transfer or development, when one of the resultant lots is equal to 10 acres or less. The term subdivision includes any time the creation of a public street or roadway is involved, but excludes the acquisition of land by the state, county, or city, by eminent domain or otherwise, for the creation, extension or widening of a public street or roadway. The term also includes re-platting and, when appropriate to the context, re-platting shall be subject to the rules and regulations contained in this chapter and shall apply to land previously subdivided.

## CHAPTER 2, ARTICLE 2: DEFINITIONS

1. Topographic Survey: USGA elevation plan to the latest NAVD showing height, depth, size and location of all manmade and natural features and improvements on a given parcel of land and adjacent properties and rights-of-way, as well as the changes in elevation, using a 50-foot grid to achieve 1-foot contours throughout.

## CHAPTER 2, ARTICLE 3: PROCEDURES AND ADMINISTRATION

### 3 ARTICLE THREE

#### PROCEDURES AND ADMINISTRATION

##### 3-1 Purpose

The purpose of this Article is to establish procedures for subdivision applications and for review and action on applications by the City Administration, Planning Commission and the City Council. The procedures are designed to assure adequate review and consideration of subdivision applications, while providing for an orderly and expeditious approval process. The Article provides procedures for the approval of three types of subdivisions: Administrative Subdivisions, Minor Subdivisions, and Major Subdivisions.

##### 3-2 Administrative Subdivisions

###### a. Scope

The Administrative Subdivision procedure may be used when a proposed subdivision meets all of the following conditions:

1. The subdivision adjusts the lot lines of no more than four (4) existing lots within the City limits or no more than four (4) lots in the Extra Territorial Jurisdiction which are not adjacent to City limits without creating additional or eliminating any lots.
2. The subdivision is served by existing utilities and does not require the creation or extension of streets, utilities or public improvements and no new dedication of public rights of way or easements is involved.
3. Each lot resulting from the subdivision procedure will conform fully to all requirements of the zoning district that pertain to the lots; and each lot is developable according to the site development regulations of the zoning ordinance as evidenced by a site plan prepared by a licensed surveyor.
4. No part of the parcel, tract or lot has been the subject of a previous Administrative Subdivision or Minor Subdivision approval. Once an administrative or minor subdivision has been approved, neither the original nor the resulting parcel(s), tract(s), or lot(s) are eligible for a future administrative or minor subdivision.

###### b. Application and Approval Procedure

An application for an Administrative Subdivision may be approved under the following procedure:

## CHAPTER 2, ARTICLE 3: PROCEDURES AND ADMINISTRATION

1. The applicant submits an application on a form established by the Engineering Department and includes the supporting documents required for Administrative Subdivisions in Table 3-1. These documents shall include a plat of all lots and parcels that are affected by the action, prepared by a State of Nebraska Licensed Surveyor and a Certificate of Title prepared by a Licensed Registered Abstractor verifying the ownership of said property, all lienholders and real estate tax payment status.
2. Following submission, the Administrative Official shall review each application according to the following criteria within fourteen (14) working days:
  - (a) Compliance with the conditions contained in Section 3-2(a) above.
  - (b) Consistency with the Comprehensive Development Plan of the City of Columbus.
  - (c) Potential adverse environmental effects or effects on neighboring properties.
3. Following such review, the Administrative Official may approve the Administrative Subdivision. Such approval shall be denoted by signed certificate of approval. The signed plat must be filed by the Developer with the Platte County Register of Deeds. If the approved plat is not filed within 90 days of the approval by the Developer, such approval shall be null and void
4. The Administrative Official retains the right to disapprove or not act on the Administrative Subdivision application. In the event of such action, the application may proceed through the Minor or Major Subdivision process. If the subdivision complies with the conditions of a Minor Subdivision application, it may be directed to that approval process. Otherwise, the proposed subdivision shall be deemed a Major Subdivision and proceed through the appropriate review and action process.
6. The Administrative Official shall keep a complete and accurate record of all administrative subdivision approvals.
7. Following approval of the Administrative Subdivision, it shall be the duty of the applicant's surveyor/engineer to provide the City with a hard copy and an electronic file in the format required by the City, of the newly formed Administrative Subdivision, including the Platte County Register of Deeds signed and stamped recording information

## CHAPTER 2, ARTICLE 3: PROCEDURES AND ADMINISTRATION

### 3-3 Minor Subdivisions

#### a. Scope

The Minor Subdivision procedure may be used when a proposed subdivision meets all of the following conditions:

1. The subdivision adjusts the lot lines of two or more lots without creating additional lots; or creates no more than four lots from any single parcel, tract, block or lot. Minor subdivisions outside of City Limits, but adjacent to will be required to voluntarily annex.
2. The subdivision is served by existing utilities and does not require the creation or extension of streets, utilities, or public improvements and no new dedication of public right of way or easements is involved.
3. Each lot resulting from the subdivision procedure will conform fully to all requirements of the zoning district that pertain to the lots; and each lot is developable according to the site development regulations of the Unified Land Development ordinance as evidenced by a site plan prepared by a licensed surveyor.
4. No part of the parcel, tract, block or lot has been the subject of a previous Administrative Subdivision or Minor Subdivision approval. Once an administrative or minor subdivision has been approved, neither the original nor the resulting parcel(s), tract(s), block(s) or lot(s) are eligible for future administrative or minor subdivision.

#### b. Application and Approval Procedure

An application for a Minor Subdivision may be approved under the following procedure:

1. The applicant submits an application on a form established by the Engineering Department and includes the supporting documents required for Minor Subdivisions in Table 3-1. These documents shall include a plat of all lots and parcels that are affected by the action, prepared by a State of Nebraska Licensed Surveyor and a Certificate of Title prepared by a Licensed Registered Abstractor verifying the ownership of said property, all lienholders and real estate tax payment status.
2. Following submission, the Administrative Official shall review each application according to the following criteria within fourteen (14) working days:
  - (a) Compliance with the conditions for contained in Section 3-3(a) above.
  - (b) Consistency with the Comprehensive Development Plan of the City of Columbus.

## CHAPTER 2, ARTICLE 3: PROCEDURES AND ADMINISTRATION

- (c) Potential adverse environmental effects or effects on neighboring properties.
  - (d) Completed Development Agreement.
3. Following such review, the Administrative Official may approve the Minor Subdivision. Such approval shall be denoted by signed certificate of approval. The signed plat must be filed by the Developer with the Platte County Register of Deeds. If the approved plat is not filed within 90 days of the approval by the Developer, such approval shall be null and void
  4. The Administrative Official retains the right to disapprove or not act on the Minor Subdivision application. In the event of such action, the application may proceed through the Major Subdivision process.
  6. The Administrative Official shall keep a complete and accurate record of all Minor Subdivision approvals.
  7. Following approval of the Minor Subdivision, it shall be the duty of the applicant's surveyor/engineer to provide the City with a hard copy and an electronic file in the format required by the City, of the newly formed Minor Subdivision, including the Platte County Register of Deeds signed and stamped recording information

### 3-4 Major Subdivisions

#### a. Applicability

The Major Subdivision procedures apply to all subdivisions which are not approved or eligible for approval under the Administrative or Minor Subdivision procedures.

#### b. Stages in the Approval Process

The approval process for Major Subdivisions consists of three stages: the pre-application stage, the preliminary plat approval stage, and the final plat approval stage. The preliminary plat stage and final plat stage may occur concurrently.

#### c. Pre-Application Procedures

1. Before filing an application for preliminary plat approval, the applicant shall meet with the Administrative Official and representatives of the Planning Commission regarding general requirements and issues relating to the proposed subdivision.
5. Pre-application meetings will be held on the second Wednesday morning following the first Monday of each month. Applicants must make a written

## CHAPTER 2, ARTICLE 3: PROCEDURES AND ADMINISTRATION

request for a pre-application meeting prior to the first Wednesday following the first Monday of each month.

2. Three days prior to the pre-application meeting, the applicant shall submit an approved electronic format concept plan. The concept plan shall include:
  - (a) An aerial location map showing the relationship of the proposed subdivision to existing and proposed streets, public facilities, special flood hazard areas, waters of the US, wetlands, airport runway protection zones (if applicable) and any other features or areas which may affect the development.
  - (b) A schematic plan illustrating the proposed layout of streets, lots, blocks, public utilities, stormwater treatment facilities and other features and their relationship to existing and proposed site topography for the total proposed development area.
3. Within ten working days of the pre-application meeting, the Administrative Official shall inform the applicant of the consistency of the concept plan with the objectives and policies of the city's Comprehensive Development and Long Range Transportation Plan and Unified Land Development Ordinance.
4. The pre-application meeting does not require a formal application or payment of a fee.

### d. Preliminary Plat Application

#### 1. Application Requirements

After the pre-application meeting, the applicant shall prepare and submit an application for preliminary plat approval. The application for preliminary plat approval shall be submitted electronically through the City's website application submittal platform. The application shall consist of a form established by the Engineering Department; the supporting documents required for Major Subdivisions in Table 3-1; a commitment to enter into a subdivision agreement set forth in paragraph 2 hereinafter; a Certificate of Title prepared by a State of Nebraska Licensed Registered Abstractor verifying the ownership of said property, all lienholders and real estate tax payment status; and payment of a fee, the amount of which shall be determined by the City Council. Upon receipt of all items required for said application as set forth herein, the application shall be placed on the next available Planning Commission Agenda.

#### 2. Draft Development Agreement

The preliminary plat application shall include a draft of a development agreement provided by the Administrative Official following a format established by the Engineering Department. The development agreement establishes the mutual

## CHAPTER 2, ARTICLE 3: PROCEDURES AND ADMINISTRATION

responsibilities of City and subdivider, including financing of public improvements; the nature of performance bonds and guarantees that the developer will offer; and the maximum amount of bonded indebtedness to be incurred if public improvements are financed through an Improvement District as provided in State Law.

### 3. Preliminary Plat Review Procedure

- (a) After submission of a complete application for a preliminary plat, the Administrative Official and staff shall review the application. As part of the review, the developer will circulate the application to local utilities, the school district in which the subdivision is located, public safety agencies, and any other applicable provider of public services. The Developer shall furnish the Administrative Official with proof that a copy of the preliminary plat was delivered to the affected school district and local utilities.
- (b) The applicant will be allowed time to provide additional information after staff review of the Preliminary Plat Application. Such additional information must be provided a minimum of 10 calendar days before the Planning Commission Meeting. Failure to provide the required additional information may result in the application being continued to a future meeting.
- (c) The Administrative Official shall submit a written recommendation for action to the Planning Commission.

### 4. Planning Commission and City Council Action

- (a) The Planning Commission, following at least ten days published notice, shall hold a public hearing on each Major Subdivision and, following such public hearing, shall take action on the application. The Planning Commission may recommend approval, conditional approval, or denial of the preliminary plat to the City Council.
- (b) Following action by the Planning Commission, the Commission shall submit minutes summarizing the Commission's action to the City Council.
- (c) The City Council, upon receipt of the recommendation of the Planning Commission, shall take action on the application.
- (d) Approval of a preliminary plat by the City Council shall not constitute approval of a final plat. The approval shall be considered an expression of conditional approval to guide the preparation of a final plat, to be considered subsequently by approving authorities. The preliminary approval shall confer upon the applicant the following rights:
  - (1) The general terms and conditions under which the plat was approved will not change.
  - (2) The applicant may submit for approval a final plat for the whole or a part of the preliminary plat on or before the expiration date of the preliminary approval.

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(3) The preliminary plat approval shall stay in force for a period of two years from the date of approval by the City Council. The City Council may, at its discretion, establish a longer effective date for the preliminary plat approval. The City Council also may grant extensions to the effective period of a preliminary plat.

(4) Phased Subdivisions: The final plat may be submitted in phases. The initial phase of the final plat must be submitted according to the effective dates established in Section (3) above. In the event of a phased subdivision if indicated by the Developer at the time of submission and included in the initial phase Development Agreement, the initial preliminary plat approval remains effective for a period not to exceed five years, unless otherwise extended by the City Council.

### e. Final Plat Application Process

#### 1. Application Requirements

The applicant shall prepare and submit an application for final plat approval within two years of the preliminary plat approval unless an extension has been granted by the City Council. The application for final plat approval shall be submitted through the City's website application submittal platform. Upon receipt of all items required for said application as set forth herein, the application shall be placed on the next available Planning Commission Agenda. In order to attempt for the final application to be considered the next month after the preliminary plat obtained approval, the application submittal shall be at least nineteen (19) calendar days before the Planning Commission meeting. Meeting this submittal deadline does not guarantee placement on the next Planning Commission Agenda as it is subject to receipt of all items. The application shall consist of a form established by the Engineering Department; the supporting documents required for Final Plat Approval of Major Subdivisions Table 3-1; a final subdivision agreement as required by paragraph 2 hereinafter; a final plat of all lots, blocks and parcels that are affected by the application prepared by a State of Nebraska Licensed Surveyor, and payment of a fee, the amount of which shall be determined by the City Council. Upon receipt of all items required for said application as set forth herein, the application shall be placed on the Planning Commission Agenda. The applicant shall notify the Board of Education of each school district in which the subdivision is located of the Planning Commission meeting at which such plat is to be considered and shall further submit a copy of the proposed final plat to the Board of Education at least ten days prior to such meeting. The developer shall furnish the Administrative Official with proof that a copy of the final plat was delivered.

#### 2. Final Development Agreement

The Final Plat application shall include the Final Development Agreement to be executed between the City and the applicant. The terms of this agreement shall be acted upon with the action on the Final Plat. The developers attorney shall work with the City's attorney to obtain approval. Developer signature of the Final Development Agreement must be obtained and to the City no later than 6 calendar days prior to the Planning Commission meeting acting on the Final Plat.

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### 3. Final Plat Review Procedures

- (a) After submission of a complete application for a final plat, the Administrative Official and staff shall review the application. This includes the mutual approval of the final development agreement between the developers attorney and city attorney, including the developers signature and notary, resolution and deed of dedication.
- (b) The applicant will be allowed time to provide additional information after staff review of the Final Plat Application. Such additional information must be provided 10 calendar days before the Planning Commission Meeting. Failure to provide the required additional information may result in the application being continued to a future meeting.
- (c) The Administrative Official shall submit a written recommendation for action to the Planning Commission.

### 4. Performance Bond

The development agreement shall specify the amount of the performance bond for public improvements to be filed prior to receiving final plat approval or, alternatively, shall contain a statement that required improvements have been satisfactorily completed. The performance bond, if required, must be presented in a form satisfactory to the City Attorney prior to final approval of the subdivision.

### 5. Resolution and Deed of Dedication

The applicant shall be responsible for preparing and furnishing in proper form a Resolution approving said final plat for execution by the City, and if said Addition is being brought into the corporate limits of the City or includes any dedication of public right-of-way or easements, said applicant shall prepare and furnish in proper form a Deed of Dedication for said Addition, along with a Resolution accepting the same, for execution by the City.

### 6. Final Plat Approval

(a) The Planning Commission, following transmittal of the written recommendation of the Administrative Official, shall hold a public hearing to review the final plat for consistency with the approved preliminary plat and for compliance with the Unified Land Development Ordinance and other applicable local, state or federal statutes and regulations. Unless the Planning Commission agrees to recommend approval of said plat subject to contingencies, all deficiencies or contingencies or changes identified through the Preliminary Plat approval process are required to be made prior to the Planning Commission Meeting or need to be addressed in the Subdivision Agreement. If the final plat meets all requirements of the Unified Land Development Ordinance, has satisfied all requirements of the Engineering Department, has met the conditions, if any, upon which preliminary plat approval was based and is substantially consistent with the terms of the preliminary plat approval, the Commission shall have no recourse but to recommend approval of the final plat. If the Planning Commission finds in its

## CHAPTER 2, ARTICLE 3: PROCEDURES AND ADMINISTRATION

review that the submitted final plat is not substantially consistent with the preliminary plat, it shall take action to recommend approval or denial to the City Council.

(b) Following such public hearing, the Commission shall submit minutes on the final plat to the City Council. If said addition is adjoining or contiguous to the corporate limits, then following said public hearing, the Planning Commission shall hold a separate public hearing for which at least ten days published notice must be given, on the inclusion of the addition within the corporate limits. Following such public hearing, the Planning Commission shall take action to recommend approval or denial thereof to the City Council.

(c) The City Council, following at least ten days published notice, shall hold a public hearing on each final plat and on the development agreement. Following such public hearing shall take final action by way of resolution on the application. Any contingencies, deficiencies or changes attached to the preliminary plat approval and/or requirements of the Engineering Department must be completed prior to the final plat approval. If said addition is adjoining or contiguous to the corporate limits, then following said public hearing on the final plat, if the final plat is approved, the City Council shall hold a separate public hearing for which at least ten days published notice has been given, on the inclusion of the addition within the corporate limits. Following such public hearing, the City Council shall take final action by way of resolution.

(d) The City Council is further empowered to grant waivers of a section of the Subdivision Chapter after a waiver request has received a recommendation from the Planning Commission.

### f. Filing the Final Plat

- a. Following City Council approval of a Final Plat that received a prior recommendation from the Planning Commission, the Chair of the Planning Commission and the Mayor of the City of Columbus shall sign the final plat which shall be a reproducible mylar of the subdivision plat.
  - b. Applicant shall provide an electronic version of the final plat in an approved electronic format within four calendar day of the City Council approval.
  - c. Applicant shall provide the City a complete signed original, reproducible final plat within fourteen (14) calendar days of City Council approval.
4. The subdivider must file the plat with the Platte County Register of Deeds along with all applicable covenants and other documents within 90 calendar days of the execution of the plat by the Chair of the Planning Commission and the Mayor in accordance with state statute.

## CHAPTER 2, ARTICLE 3: PROCEDURES AND ADMINISTRATION

**TABLE 3-1:: APPLICATION REQUIREMENTS**

Submittal Requirements:

	<b>Administrative Subdivision</b>	<b>Minor Subdivision</b>	<b>Major Subdivision</b>	
			<b>Preliminary</b>	<b>Final</b>
<b>Plat Information</b>				
Name, email, mailing address of owner and applicant.	X	X	X	X
Name, phone number, email, mailing address, signature, license number, seal and address of engineer, land surveyor, architect, planner, and/or landscape architect, as applicable, involved in preparation of plat.	X	X	X	X
Title block, denoting type of application, legal description in an approved electronic format, and general location.	X	X	X	X
Key map.		X	X	
Present and proposed zoning.		X	X	
North arrow, date, and graphic scale.	X	X	X	X
Proof that taxes are current.		X	X	
Signature blocks for Planning Commission Chair and Mayor.			X	X
Signature block for Administrative Official, and Clerk.	X	X		
Appropriate certification block.	X	X	X	X
Monumentation.	X	X		X
Acreage of tract.	X	X	X	X
Date of original and all revisions.	X	X	X	X
Location, dimensions, and names of existing and proposed streets.	X	X	X	X
All proposed lot lines, lot dimensions, and lot areas in square feet.	X	X	X	X

## CHAPTER 2, ARTICLE 3: PROCEDURES AND ADMINISTRATION

**TABLE 3-1: APPLICATION REQUIREMENTS**

	Administrative	Minor	Major Subdivision	
	Subdivision	Subdivision	Preliminary	Final
Plat Information				
Existing and proposed easements or land reserved for of dedicated to public use.	X	X	X	X
<b>ENVIRONMENTAL INFORMATION</b>				
All existing waters of the US, floodways and floodplain within 200 feet.	X	X	X	
Loup River Levee or Lost Creek Flood Control within 500 feet.	X	X	X	
Existing ROW's and easements adjoining the subdivision.	X	X	X	X
Topography at one-foot contours in city approved vertical datum		X	X	
Floodplain Development Permit	X	X	X	
<b>IMPROVEMENTS AND CONSTRUCTION INFORMATION</b>				
Proposed utility infrastructure plans including water, sanitary sewer, and storm water management.			X	
Special construction details as required.			X	
Roadway and paving cross-sections.			X	
Proposed street names.			X	X
Block and Lot numbers.	X	X	X	X
Easements as requested or required for all public and private utilities.				X
<b>GRADING AND DRAINAGE PLAN (separate plan sheet)</b>				
Site plan topographic survey		X	X	

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Proposed finish elevations of streets			X	
Proposed finish elevations of ditches/swales		X	X	
Proposed finish grade elevations at each lot building setback		X	X	
Existing site drainage system		X	X	
Proposed site drainage system with elevation at end points		X	X	
Drainage calculations including from off-site area traveling through the proposed system		X	X	
Stormwater treatment post-construction facility including elevations and special construction details		X	X	
Floodplain or floodway from Flood Insurance Rate Maps (FIRM)		X	X	

## CHAPTER 2, ARTICLE 3: PROCEDURES AND ADMINISTRATION

**TABLE 3-1: APPLICATION REQUIREMENTS**

	Administrative Subdivision	Minor Subdivision	Major Subdivision	
			Preliminary	Final
<b>Plat Information</b>				
Identify planned or existing trail locations			X	
Certifications and seals from licensed Professional Engineer, as required by Ordinance	X	X		X
Draft Development Agreement.		X	X	
Final Development Agreement, Resolution and Deed of Dedication		X		X
Additional information if requested by the Administrative Official and/or Planning Commission	X	X	X	X
Proof of submission to the school district		X	X	X
Proof of submission to all applicable utility providers			X	
Written waiver request, if applicable			X	
<b>SUBMITTAL</b>				
Completed Application	X	X	X	X
Payment of Application Fees	X	X	X	X
Electronic Submittals	X	X	X	X
Reproducible Plat	X	X		X
Bonded Copy of Plat			X	

## CHAPTER 2, ARTICLE 4: CIRCULATION SYSTEM DESIGN

### 4 ARTICLE FOUR

#### CIRCULATION SYSTEM DESIGN

##### 4-1 Purpose

The purpose of this Article is to assure the development of functional and safe circulation patterns within new subdivisions, in order to encourage economical and effective movement of motor vehicles, bicycles, and pedestrians; provide access for public safety vehicles; and encourage the development of circulation systems that enhance the quality of life within new and existing neighborhoods in the City of Columbus and its planning jurisdiction.

##### 4-2 General Standards

The design of circulation systems should conform to the following general standards and requirements:

###### a. Roadway System Design

1. The road system shall be designed to permit safe and orderly movement of traffic, to meet but not exceed needs of the present and future served population; to be simple and logical; to respect natural features, topography, and landscape; and to present an attractive streetscape.
2. The system shall conform with the City's Comprehensive Plan, Long Range Transportation Plan, and State of Nebraska Board of Classification and Standards. For streets not shown on the Comprehensive Plan and Long Range Transportation Plan the arrangement of streets shall provide for the logical extension of existing streets, proposed streets with area developments, and access to adjacent area properties.
3. The street network of a subdivision should provide for logical, continuous extensions of streets to subsequent, later developments.

###### b. Pedestrian and Bicycle Systems

1. A continuous pedestrian system shall be provided within each non-industrial subdivision, designed to conduct pedestrians between every point in the subdivision in a safe manner.

## CHAPTER 2, ARTICLE 4: CIRCULATION SYSTEM DESIGN

2. In conventional subdivisions, the pedestrian system will ordinarily be provided by sidewalks placed parallel to and on both sides of each street, with exceptions permitted to preserve natural features or the use of trails to create visual interest.
3. In overlay districts and Non-traditional Residential Parks and Subdivisions, the pedestrian system may be an independent network diverging from streets but providing continuous pedestrian access between all points.
4. All aspects of the pedestrian system, including sidewalks and intersection crossings, must be designed to comply with the Americans with Disabilities Act.
5. Bikeways or recreational trails shall be required only if specifically indicated by the Comprehensive Plan, Long Range Transportation Plan, or Trail Master Plan. Any land dedicated for trail development shall be credited toward the satisfaction of pedestrian system and open space standards set forth by this ordinance.

### 4-3 Street Hierarchy and Design

#### a. Characteristics of the Hierarchy

1. Streets shall be classified according to a street hierarchy with design tailored to function with existing and proposed traffic or turning movements.
2. Each residential street shall be classified and designed to meet appropriate standards.
3. The categories, functions, and projected traffic loads of the street hierarchy are set forth in Table 5-1.

#### b. Cartway Width

1. Cartway width for each street classification is determined by parking and curbing requirements based on form or intensity of adjacent development.
2. To promote economical development of streets, minimum cartway width should generally be used. Minimum cartway widths are set forth in Table 5-2.

#### c. Curbs, Gutters, and Shoulders

1. Curbing shall be required for the purposes of safety, drainage, and protection of the pavement edge, as set forth in Table 5-3.

## CHAPTER 2, ARTICLE 4: CIRCULATION SYSTEM DESIGN

2. Requirements for curbs vary according to street function and the nature of adjacent development and expected future use of the area in accordance with the Future Land Use Map of the Comprehensive Plan. Adjacent development is defined as urban or rural as follows:
  - (a) Rural: Rural Residential or predominately agricultural land.
  - (b) Urban: Residential land use; or adjacent land uses which include commercial, office, industrial, or civic use types.
3. Where curbing is not required, edge definition and stabilization shall be provided.
4. Shoulders, when developed, shall be at least six feet in width, or greater if required by the State of Nebraska Board of Classifications and Standards, on each side for all streets; and located within right-of-way. Swale width is site-specific. Shoulders shall be stabilized with turf or other acceptable material.
5. All curbs shall provide ramps for accessibility by handicapped people consistent with the requirements of the Americans with Disabilities Act.
  - (a) Curb construction shall follow standards established by the City of Columbus.
  - (b) Curb cuts for driveways may be ground smooth to a two-inch drop curb in residential and commercial areas with lots less than 4,500 square feet in total size. Maximum curb cut length as measured along the curb is 40 feet including any radii or wings.
  - (c) Curb cuts in commercial areas with lots greater than 4,500 square feet in total size and in industrial areas shall be sawed straight and removed to a 2-foot lug and a two-inch drop curb to total pavement thickness shall be constructed. Maximum curb cut length as measured along the curb is 50-feet (throat width) plus the length of radii or wings on each side.

### d. Sidewalks

1. Sidewalk requirements are determined by road classification and intensity of development, as set forth in Table 5-3.
2. Where sidewalks are not otherwise required by Table 5-3, the City may require their installation if necessary to provide access to generators of pedestrian traffic or major community features; to continue a walk on an adjacent street; to link parts of the city; or to accommodate future development.

## CHAPTER 2, ARTICLE 4: CIRCULATION SYSTEM DESIGN

3. In conventional development, shall be placed generally parallel to streets within right-of-way. Exceptions are possible to preserve important natural features or to accommodate topography or vegetation; when applicant shows an alternative for a safe and convenient pedestrian system; or in creative subdivisions.
4. In commercial areas, sidewalks may abut curb. Subject to the approval of the City Engineer.
5. Pedestrian easements at least 12 feet in width may be required through the center of blocks over 600 feet in length if deemed necessary by the approving authorities to provide access to schools or community facilities; or to maintain a continuous pedestrian network within and between subdivisions and districts of the City of Columbus and its jurisdiction.
6. Sidewalks shall provide a clear path of at least four foot in width, free of any obstructions a minimum of one foot on both sides.
7. All sidewalks shall be constructed according to current standards in use by the City of Columbus. Sidewalks shall be of concrete construction a minimum of four inches thick except at points of vehicular crossing where they shall be a minimum of six inches thick.
8. All sidewalks, crossings, and other segments of a continuous pedestrian system must comply with standards of the Americans with Disabilities Act.

### e. Bikeways and Recreational Trail

1. Bikeways and recreational trails shall be required in subdivisions only when specified as part of the comprehensive development plan.
2. All off-street recreational trails shall be a minimum of eight feet in width for two-way traffic and comply with the Americans with Disabilities Act. Surfacing of trails shall be acceptable to the City of Columbus. Gradients for bikeways and recreational trails should not exceed five percent, except for short distances.
3. Recreational trails may satisfy part of the requirements of this ordinance for sidewalks or open space.
4. All residential streets shall utilize bicycle safe drainage grates at storm sewer inlets.

### f. Right-of-Way

1. Measurement: The right-of-way of a street shall be measured from lot line to lot line, and shall be wide enough to contain the cartway, curbs or shoulder, sidewalks and sidewalk setbacks, other necessary graded areas, and utilities.

## CHAPTER 2, ARTICLE 4: CIRCULATION SYSTEM DESIGN

2. Any right-of-way that continues an existing street shall be no less than that of existing street.
3. The requirements for right-of-ways for functional categories of roads is set forth in Table 5-3.
4. Dedications: Dedications of right-of-way for collector, subcollector, community, or arterial streets shall be made consistent with the comprehensive development plan.

### g. Street Design Standards

#### 1. Pavement

(a) All streets shall be paved to current standards utilized in the City of Columbus except:

(1) Local streets in rural intensity residential subdivisions. In these settings, streets may utilize a travel or crushed rock surface of sufficient thickness and with an adequate base to provide a durable surface.

(2) Courts, which may utilize a minimum thickness of six-inch concrete, provided that such courts or lanes remain in private or private cooperative ownership.

(b) Street pavement thickness shall relate to the role of the street in the hierarchy, sub-grade conditions, and pavement type.

#### 2. Continuity of Arterial or Collector Streets

No subdivision shall prevent the extension of arterial or collector streets through and beyond the subdivision. The subdivider may plan and design collector streets not designated in the Comprehensive Development Plan subject to the approval of the City Council.

#### 3. Arterial Street Construction Alternate

Where the condition of the existing arterial roadway is in satisfactory condition, concrete, and constructed in accordance with the State of Nebraska Board of Classification and Standards, the developer may elect to pay a Public Infrastructure Improvement Impact Fee in lieu of improving the roadway, earthwork, storm sewer and other potential impacts of such improvements section at the time of development.

## CHAPTER 2, ARTICLE 4: CIRCULATION SYSTEM DESIGN

### 4. Cul-de-sacs and Street Bulb-Outs

Cul-de-sac streets designed to have one end permanently closed shall not exceed 350 feet in length as measure from the radii points, unless a variance is granted. Cul-de-sacs designed with restricted vision from entrance to end shall be required to place a 'No Outlet' sign at the entrance of the Cul-de-sac road. The terminating end of a cul-de-sac shall have a minimum radius of 50 feet.

Street bulb-outs may be utilized on Local streets if approved by the City Engineer.

### 4. Street Intersections

(a) Streets shall intersect as nearly at right angles as possible, unless limited by topography, existing street alignments, or other clearly defined constraints. No street shall intersect any other street at less than 60 degrees.

(b) In most cases, no more than two streets should intersect at a single intersection.

(c) Local street intersections with major arterials should be avoided.

(d) New intersections along one side of an existing or proposed street shall align with intersections on the other side of the street. Offsets between adjacent intersections shall measure at least 125 feet between centerlines of any streets, major private road or commercial access. The use of T-intersections is encouraged on local streets within the interior of a subdivision. Mini roundabouts or other traffic calming features are also encouraged.

(e) Street intersections shall be rounded with a minimum radius of 20 feet on Local and Collector roads and a minimum radius of 30 feet on Minor and Other Arterial and Major Arterial roads. Larger radius comparable cutoffs or chords in place of rounded corners may be required on all types of Arterial roads.

(f) Intersections and driveways shall not be within 200-feet of all types of Arterial roadways, major roundabouts, or signalized intersections.

### 5. Block Size

(a) The length, widths, and shapes of blocks shall be suited to the proposed area land use and design of the proposed subdivision and area properties. Blocks within residential areas should generally not exceed 1200 feet in length, unless necessitated by exceptional topography or other demonstrable (non-financial) constraints.

## CHAPTER 2, ARTICLE 4: CIRCULATION SYSTEM DESIGN

### h. Street Names

No street names shall be used which will duplicate or be confused with the name of existing streets as approved by the City Engineer. Streets shall be named according to the following system subject to City Engineer and City Council approval:

<u>Street Direction and Type</u>	<u>Name</u>
North-South	Numbered Avenues
East-West	Numbered Streets
Short Streets at Angles	Lanes or Drives
Long Angle Arterial Streets	Parkway or Boulevard
Cul-de-sacs	Places
Intermediate Streets	Named Streets (if E-W) or Avenues (if N-S)
Private Streets	Court (East-West) and Plaza (North-South)

### i. Adjacency to Arterials and Railroads

1. Where the subdivision is adjacent to or contains a street designated as a major arterial or expressway, provision shall be made for marginal access streets approximately parallel and adjacent to the boundary of such right-of-way. Design features may be necessary to provide adequate protection of residential property and separation of through and local traffic as determined by the City Engineer.
2. Where the subdivision is adjacent to or contains a railroad right-of-way or limited access highway, the City Engineer may require a street approximately parallel to and on each side of the right-of-way at a distance suitable for appropriate use of the intervening property. These distances shall afford opportunities for safe approach grades and future grade separations.

### j. Prohibited Practices

The following design practices shall be prohibited:

1. Privately-owned reserve strips controlling access to streets.

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2. Half-streets.
3. Public alleys, except in a B1 zoning district.

### 4-4 Alleys

#### a. Applicability

Private alleys may be provided to supplement public roadways. Such private alleys may only connect to Local roads.

#### b. Alley Design

1. Minimum width of alleys shall be 20 feet.
2. Alley intersections and sharp changes in alignment shall be avoided.
3. Valley gutters may be used at alley and T-intersections.
4. Dead-end alleys shall be avoided if possible. If necessary, dead end alleys shall be provided with adequate turnaround facilities, as determined by the Planning Commission. All barricading and signage is the responsibility of the Developer.
5. Alley design in Commercial zones shall follow the National Fire Protection Agency requirements as administered by the Nebraska State Fire Marshall's Office.
6. Alley design in Residential zones or for residential uses shall follow the International Fire Code.

### 4-5 Lighting and Wiring

#### a. Street Lighting

1. Street lighting shall be provided along all streets in urban residential subdivisions or in any commercial or industrial subdivision, according to an approved lighting plan designed by the local public power utility company, or using guideline standards published in the Lighting Handbook of the Illuminating Engineering Society of North America. Lamps shall be light emitting diode (LED) and of type and manufacturer approved by the local public power utility.
2. The height and shielding of lighting standards shall provide proper lighting without hazard to drivers or a nuisance to residents. The design of lighting shall be appropriate to the development and to the City of Columbus.

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3. Lighting within the Airport Runway Protection Zone or Approach Zones may require FAA pre and post approval and Nebraska Department of Transportation Aeronautics Division approval.

### b. Underground Wiring

1. All electric, telephone, television, cable TV, data, fiber optics, and other communication lines shall be provided by underground wiring within public easements or public right-of-way, except where in the opinion of the approving authorities, such location is not practical and feasible. Poles for permitted overhead lines shall be placed in rear lot line easements; or in other locations designed to lessen their visual impact.
2. New lots adjacent to existing overhead service may utilize that service; however, new local service connections shall be underground.

## CHAPTER 2, ARTICLE 4: CIRCULATION SYSTEM DESIGN

**TABLE 4-1: STREET HIERARCHY**

Residential Street Type	Function	Guideline Maximum ADT
<b>Private Drive (Private)</b>	Street providing private or controlled access to no more than twelve housing units.	120-150
<b>Local</b>	Provides frontage to lots and carries traffic with origin or destination on street itself. Carries least traffic at lowest speed.	250-1,000
<b>Collector</b>	Conducts and distributes traffic between local streets and major streets in the community. Carries larger volume of traffic. Residential collectors interconnect and provide through access between residential neighborhoods. Collector streets should preserve one through traffic lane in each direction, without encroachment by parking. Driveway access shall be minimized. Collectors may be eligible to use the city's Federal Funds Purchase Program funding.	1,000-5,000
<b>Minor and Other Arterials</b>	Provides community wide access between residential neighborhoods and to other activity centers in Columbus, including Downtown and major commercial facilities. Direct access may be provided to other arterial streets. Parking should generally be prohibited. Other arterials should be excluded from residential areas. Driveway access is not allowed. Minor and Other arterials may be eligible to use the city's Federal Fund Purchase Program funding.	5,000-15,000
<b>Major Arterial</b>	Inter-regional road in the street hierarchy. Conveys traffic between activity centers, often at high speeds and with limited access. Should be excluded from residential areas. Driveway access is not allowed. Major Arterials may be eligible to use the city's Federal Funds Purchase Program funding.	15,000+

**TABLE 4-2: CARTWAY WIDTH**

**CHAPTER 2, ARTICLE 4: CIRCULATION SYSTEM DESIGN**

<b>Street Type</b>	<b>Moving Lanes</b>	<b>Parking Restrictions</b>	<b>Total Width Measured back of curb to back of curb</b>	<b>Maximum Grade</b>
<b>Private Street (Private)</b>	Two 12-foot	None, but must meet NFPA standards	24 feet	10%
<b>Local</b>	Two 12-foot	None	33 feet	10%
<b>Collector</b>	Two 12-foot through lanes	None, but must meeting NFPA standards	33 feet	10%
<b>Minor and Other Arterials</b>	Each through land 12-foot and/or Two 12-foot with one 14-foot center lane	No parking	41 feet	7%
<b>Major Arterials</b>	Three or more 12-foot	No parking	Minimum 41 feet	Meet design guidelines

**Arterials**

Arterial street width, including frontage roads, is determined by state standards, designation of individual street or roadway segment, and design by the City Engineer.

## CHAPTER 2, ARTICLE 4: CIRCULATION SYSTEM DESIGN

**TABLE 4-3: CURB, SIDEWALK, AND RIGHT-OF-WAY REQUIREMENTS**

<b>Street Type</b>	<b>Curb / Shoulder</b>	<b>Sidewalk</b>	<b>Sidewalk Setback</b>	<b>Total ROW</b>
<b>Private Street (Private)</b>	Curb with 2-foot turf shoulder	Required	No Setback. Sidewalk to be located on the private street lot.	Minimum of 32 feet
<b>Local - Rural</b>	Minimum 6-foot turf	May Not be Required	NA	60 or 66 feet*
<b>Local - Urban</b>	Curb	Both sides	4 feet or 2 feet in cul-de-sacs	60 or 80 feet*
<b>Collector</b>	Curb	Required both sides	4 feet	60 or 80 feet
<b>Minor or Other Arterial</b>	Curb	Both Sides	4 feet or greater as approved by City Engineer	100 feet*

### Arterials

Arterial right-of-way, design and width, including frontage roads, is determined by state standards, designation of individual street or roadway segment, and as determined by the City Engineer.

### Right-of-way

Additional right-of-way triangular and curved at intersections may be required to meeting turning radii, sidewalks with ramps, utilities, traffic signals, and so forth.

## CHAPTER 2, ARTICLE 5: IMPROVEMENTS AND INFRASTRUCTURE

### 5 ARTICLE FIVE

#### PUBLIC IMPROVEMENTS AND INFRASTRUCTURE

##### 5-1 Purpose

The purpose of this Article is to assure that all subdivisions developed in the City of Columbus and its jurisdiction are adequately furnished with necessary public services. These services include adequate water, waste management, and storm water drainage utilities; and park and open space resources.

##### 5-2 Water

###### a. Connection

1. All installations shall be properly connected to an approved and functioning community water system and in accordance with any and all design and construction manuals.
2. Where City water is accessible within 300 feet of the final plat, the subdivider shall connect to the system and provide adequate lines and stubs to each lot. When City water is not accessible within 300 feet of the final plat, the subdivider shall make provision for a water supply acceptable to the City Engineer.
3. If a public water supply system is to be provided to an area within a six-year period, as indicated in an officially adopted document of the City, the Rural Water District, or other authorized agency, the City may require installation of a capped system or dry lines. Alternatively, the City may require a payment in lieu of the improvement, to be credited toward the extension and extension of the subdivision to a future public water supply.
4. All proposals for new water supplies, extensions, or main installation shall be approved by the appropriate public agency, including the State of Nebraska Department of Environment and Energy and the City of Columbus.
5. The Developer shall be responsible for the location of the Water and Sanitary Sewer service lines so that the purchaser of the lot can locate them. If the purchaser cannot locate the Water and Sanitary Sewer service lines, the Developer shall be responsible for determining their location including all costs. The Developer shall provide the City with an as-built drawing showing the location of all utility and service lines.
6. City of Columbus final approval of the system, and if applicable, the State Fire Marshall approval of the fire protection system, shall be obtained prior to issuance of building permit or final occupancy permit.

## CHAPTER 2, ARTICLE 5: IMPROVEMENTS AND INFRASTRUCTURE

### b. Capacity

1. The water supply system shall be adequate to handle the necessary flow, based on complete development of the subdivision.
2. The demand rates for all uses, including emergency fire demand, shall be included in the computation of total water demand.
3. Water mains shall be a minimum of six inches in residential and commercial zones and a minimum of eight inches in industrial zones, subject to a Developer provided study, which may be required by the City Engineer, Comprehensive Plan and/or Citywide Water Study which may increase the sizes required.
4. Hydrants spaced for necessary fire flow and provided with adequate means of drainage. All property shall be within 300 feet of a fire hydrant. Fire hydrants shall be placed at all intersections and ends of mains.
5. Water mains shall be looped to eliminate permanent or long standing dead end lines, including through cul-de-sacs.
6. Installation of water systems shall conform to Nebraska Department of Environment and Energy and community design standards in use within the City of Columbus.
7. All final plats shall include a certification from a registered State of Nebraska Professional Engineer that the water supply system of the subdivision is designed and constructed in accordance with the requirements of this Section; and all applicable standards of the State of Nebraska Department of Environment and Energy, to the best of his/her knowledge and belief.

### **5-3 Sanitary Sewers**

#### a. Connection

1. All installations shall be properly connected to an approved and functioning sanitary sewer system and in accordance with any and all design and construction manuals. .
2. Where City sanitary sewer is accessible within 300 feet of the final plat, the subdivider shall connect to the system and provide adequate lines and stubs to each lot. When City sanitary sewer is not accessible within 300 feet of the final plat, the subdivider shall make provision for a water supply acceptable to the City Engineer.
3. If the City creates a sanitary sewer extension district each benefiting property in accordance with State Statutes will have a special assessment. Special assessments shall be computed on the basis of proportionate costs and benefits of necessary

## CHAPTER 2, ARTICLE 5: IMPROVEMENTS AND INFRASTRUCTURE

extensions including sanitary sewer lift stations. Assessments shall be made on an area basis of benefiting property.

4. If system is not in place or cannot be developed, the developer must provide individual subsurface disposal systems where appropriate, with design taking into consideration site density, soil, slope, and other conditions and obtains approval from the Nebraska Department of Environment and Energy. Subsurface or septic systems are not permissible on any lot created if the overall density of the subdivision is greater than one unit per 1.5 acres, if individual lots are smaller than one acre, if restricted by the Nebraska Department of Environment or Energy or any lot which has a property line which is within 300 feet of the public sanitary sewer system.
5. If a sanitary sewer system is to be provided to an area within a six-year period, as indicated in an officially adopted document of the City, the County, the Nebraska Department of Health, or other authorized agency, the City may require installation of a capped system or dry lines. Alternatively, the City may require a payment in lieu of the improvement, to be credited toward the extension and extension of the subdivision of a future sanitary sewer system.
6. All proposals for new public sanitary sewer systems or extensions of existing systems shall be approved by the appropriate public agencies including the State of Nebraska Department of Environment and Energy and the City of Columbus.
7. City of Columbus final approval of the system, and if applicable the State Electrical Inspector for the lift station system, shall be obtained prior to issuance of building permit or final occupancy permits.
8. The Developer shall be responsible for the location of the Water and Sanitary Sewer service lines so that the purchaser of the lot can locate them. If the purchaser cannot locate the Water and Sanitary Sewer service lines, the Developer shall be responsible for determining their location including all costs. The Developer shall provide the City with an as-built drawing showing the location of all utility and service lines.

### b. Capacity

1. The sanitary sewer system shall be adequate to handle the necessary flow, based on complete development of the subdivision.
2. Installation of sanitary sewer systems shall conform to community design standards of the Nebraska Department of Environment and Energy and those in use within the City of Columbus.
3. Sanitary sewer mains shall be a minimum diameter of eight inches or as required in a developer provided study as may be required by the City Engineer, the City Comprehensive Plan and/or the Citywide Sewer Study.
4. Sanitary sewer manholes shall be a minimum of 54-inches in diameter and separation shall not be more than 350 feet and shall be placed at bends, main connections, end of mains and all service connections in diameter 6 inches and greater.

## CHAPTER 2, ARTICLE 5: IMPROVEMENTS AND INFRASTRUCTURE

5. All final plats shall include a certification from a registered Professional Engineer that the sanitary sewer system of the subdivision is designed and constructed in accordance with the requirements of this Section; and all applicable standards of the State of Nebraska Department of Environment and Energy, to the best of his/her knowledge and belief.

### 5-4 Storm Sewers and Storm Water Management

#### a. Design

1. All subdivisions shall have a storm water management and treatment system in accordance with the Storm Water Management Plan. This system shall be discussed at the pre-application meeting and shall address routing of storm waters after they leave the subdivision, as well as the available drainage courses or storm sewers in the immediate vicinity of the subdivision.
2. The design of the storm water management and treatment system shall be consistent with general and specific concerns and standards of the Comprehensive Development Plan and the drainage control programs of applicable public agencies. Design shall be based on environmentally sound site planning and engineering techniques.
3. To maximum degree possible, drainage from subdivisions shall conform to natural contours of land and not disturb pre-existing drainage ways.
4. Adjacent properties which may be burdened with surface waters should have the effects ameliorated as much as possible. Peak flow rates out of the subdivision or development shall not exceed pre-development rates.
5. Design shall use the best available technology to minimize off-site runoff, encourage natural filtration, simulate natural drainage, and minimize discharge of pollutants.
6. No surface or point source water may be channeled into a sanitary sewer system.
7. Where possible, a subdivision's drainage system shall coordinate with that of surrounding properties or streets.
8. The pre-application information should include drainage impacts and shall be discussed with the Building Official and members of the Planning Commission.
9. Storm sewer design shall be in accordance with the City's Stormwater Drainage Manual.

## CHAPTER 2, ARTICLE 5: IMPROVEMENTS AND INFRASTRUCTURE

### 5-5 Easements

#### a. Utility Easements

Public easements for utilities shall be provided for in the subdivision dedication allowing for the construction, maintenance, repair, and replacement of such facilities as required by the utility companies.

#### b. Drainage or Environmental Easements

Where a subdivision is crossed by a watercourse, drainage way, channel, or stream, a storm water easement or a permanent drainage or environmental easement shall be provided, corresponding generally with the extent of such watercourse, together with any additional construction or expansion necessary to allow it to conduct and treat storm water adequately. Parallel streets or parkways may be utilized to preserve such drainage ways.

#### c. Other Easements

The subdivision shall provide easements for other public and private utilities that cross through it, in a form acceptable to the City or appropriate public agency.

### 5-6 Dedications

Before final plat approval is granted to the subdivision, dedications to public use of all streets, alleys, other public right-of-ways, easements, or other parks and public lands shall be completed as required by this Ordinance.

### 5-7 Public Infrastructure Improvement Impact Fee

#### a. Purpose

In the event infrastructure present is in a condition adequate to serve a proposed development, as determined by the City Engineer, the developer may elect to pay a public infrastructure improvement impact fee in lieu of making required public improvements.

1. Such fee shall be determined by the City Engineer based on most recent, similar construction type.
2. If an agreement is reached, details shall be included in the Development Agreement.

## CHAPTER 2, ARTICLE 6: IMPROVEMENT PROCEDURES

### 6 ARTICLE SIX

#### IMPROVEMENT PROCEDURES

##### 6-1 Purpose

The purpose of this Article is to ensure the proper installation and maintenance of required streets, utilities, and other improvements. The agreement for improvements shall be structured to provide adequate assurances to the City while not adding unnecessary costs to the developer.

##### 6-2 Application

- a. This article applies to subdivisions which require the installation of streets, utilities, or other public improvements by the developer.
- b. As a condition of the final approval of the plat and prior to its recording with the Platte County Register of Deeds, the City Council shall require and accept the following:
  1. The furnishing of a performance bond, letter of credit, cash escrow, or other guarantee in a form acceptable to the City, in an amount not to exceed 120% of the estimated cost of the improvement installation.
  2. A specification of the time allowed for the installation of improvements. This period may be extended by the City Council.
  3. The performance guarantee amount and requirement, along with the permitted time for installation, shall be included within the Development Agreement negotiated between the City and the Developer and approved with the Final Plat.
  4. An Ordinance stating the requirements of the City can be used in lieu of Items 1, 2, and 3 above.

##### 6-3 Pre-Construction Conference

- a. Prior to beginning construction the developer shall hold a pre-construction conference.
- b. In addition to the developer, attendance at the pre-construction conference shall include a representative from the design professional, city, general contractor, public and private utilities and others which have a direct or indirect interest in the projects successful completion.
- c. The developer is responsible for taking and providing minutes of the pre-construction conference to the city.

## **6-4 Notification of Completion and Acceptance by City**

### a. Notification

Upon substantial completion of all required improvements, the developer shall notify the Administrative Official in writing, as well as submitting a certification from the project design professional Engineer, registered in the State of Nebraska, attesting to the adequacy of the installation.

### b. Inspection and Acceptance

1. The Administrative Official or his/her designee shall reasonably observe all installations, and shall approve, partially approve, or disapprove of the installation.
2. If the installation is approved, the Administrative Official shall notify the Developer of acceptance in writing. Such acceptance shall release the developer from liability pursuant to the performance guarantee for the installation. The City has the right to retain up to 10% of the value of the performance guarantee for a period of up to one year from the date of acceptance to remedy any deficiencies which appear during that period.
3. If improvements are not accepted or not completed within the specified time, the performance guarantee shall be forfeited and used by the City to complete satisfactory installation of improvements.
4. Prior to acceptance by the City, the developer shall provide to the City an "As-Built Plan" of the infrastructure of the subdivision including, but not limited to, all water, sewer and storm sewer utilities and stormwater treatment facilities. An as-built plan shall include elevations of the post-construction stormwater treatment facility. No building permits or occupancy permits will be approved until such completed record drawing submittal is reviewed and approved.

Section 2. The Unified Land Development Ordinance contains all of the provisions pertaining to zoning and subdivision as set forth therein. All prior ordinances pertaining to zoning and subdivision as contained in the existing Land Development Ordinance of the City of Columbus, Nebraska, adopted by Ordinance No. 96-08 on March 18, 1996, along with all subsequent amendments are repealed, except that nothing shall affect any rights acquired under, any enforcement thereof, actions involving, or fines, penalties, forfeitures, or liabilities incurred pursuant to such ordinance prior to repeal.

Section 3. Chapter 152 of the City Code (Swimming Pools) shall hereinafter be incorporated into the Columbus City Code as Chapter 151, Zoning Code, Section 6-10 Supplemental Use Regulations: Swimming Pools.

Section 4. That the Unified Land Development Ordinance shall hereinafter be incorporated into the Columbus City Code as Chapter 151, Zoning Chapter and Chapter 152, Subdivision Chapter.

Section 5. That 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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

**18. CONSIDERATION OF PAYROLL AND BILLS ON FILE - Payroll and all other bills included in Consent Agenda**

A. ARL Credit Services

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01959	ARL CREDIT SERVICES INC				
01/18/2021	INVOICE	PCCIT02	DECEMBER PRE-COLLECT NOTICES	8.00	
01/18/2021	INVOICE	ACCTY150 DEC20	COLLECTION SERVICES	630.73	
01/18/2021	INVOICE	ACCBD100 DEC20	COLLECTION SERVICE	11.25	
Total:				649.98	
Net of 3 Invoices / 0 Checks				649.98	
1 3 invoices and 0 checks for 1 vendor:				649.98	

**19. UNFINISHED BUSINESS - None**

**20. ADJOURNMENT**