

Planning Commission
Monday, September 13, 2021 7:00 PM
Council Chambers
1369 25 Avenue
Columbus, NE 68601

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

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; and

(b) Public body does not include (i) subcommittees of such bodies unless a quorum of the public body attends a subcommittee meeting or unless such subcommittees are holding hearings, making policy, or taking formal action on behalf of their parent body, except that all meetings of any subcommittee established under section 81-15,175 are subject to the Open Meetings Act, 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) Virtual conferencing means conducting or participating in a meeting electronically or telephonically with interaction among the participants subject to subsection (2) of section 84-1412.

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

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

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

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

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

(v) An educational service unit;

(vi) The Educational Service Unit Coordinating Council;

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

(viii) A community college board of governors;

(ix) The Nebraska Brand Committee;

(x) A local public health department;

(xi) A metropolitan utilities district;

(xii) A regional metropolitan transit authority;

(xiii) A natural resources district; and

(xiv) The Judicial Resources Commission.

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

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

(ii) In addition to the public's right to participate by virtual conferencing, reasonable arrangements are made to accommodate the public's right to attend at a physical site and participate as provided in section 84-1412, including reasonable seating, in at least one designated site in a building open to the public and identified in the notice, with: At least one member of the entity holding such meeting, or his or her designee, present at each site; a recording of the hearing by audio or visual recording devices; and a reasonable opportunity for input, such as public comment or questions, is provided to at least the same extent as would be provided if virtual conferencing was not used;

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

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

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

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

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

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

(7)(a) Notwithstanding subsections (2) and (5) of this section, if an emergency is declared by the Governor pursuant to the Emergency Management Act as defined in section 81-829.39, a public body the territorial jurisdiction of which is included in the emergency declaration, in whole or in part, may hold a meeting by virtual conferencing during such emergency if the public body gives reasonable advance publicized notice as described in subsection (1) of this section. The notice shall include information regarding access for the public and news media. In addition to any formal action taken pertaining to the emergency, the public body may hold such meeting for the purpose of briefing, discussion of public business, formation of tentative policy, or the taking of any action by the public body.

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

(c) The nature of the emergency shall be stated in the minutes. Complete minutes of such meeting specifying the nature of the emergency and any formal action taken at the meeting shall be made available for inspection as provided in subsections (5) and (6) of section 84-1413.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

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

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.

Sec. 15, Legislative Bill 83, One Hundred Seventh Legislature, First Session, 2021. (*The Revisor of Statutes will assign a statute number after the Legislature adjourns sine die.*) No motion, resolution, rule, regulation, ordinance, or formal action made, adopted, passed, or taken at a meeting as defined in section 84-1409 of a public body as defined in such section shall be invalidated because such motion, resolution, rule, regulation, ordinance, or formal action was made, adopted, passed, or taken at a meeting or meetings on or after March 17, 2020, and on or before April 30, 2021, pursuant to a Governor's Executive Order which waived certain requirements of the Open Meetings Act.

2. Minutes of August 9, 2021, meeting.

PLANNING COMMISSION
August 9, 2021

A meeting of the Planning Commission of the City of Columbus, Nebraska, was convened in open and public session on August 9, 2021, at 7 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 on July 28, 2021, with a copy of the proof of publication being on file in the office of the city clerk. Availability of the agenda was communicated in the advance notice and in the notice to the mayor, members of the city council, and members of the planning commission of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

1. **Statement of Compliance with Open Meetings Act and Roll Call:** Chair Lopez announced that a copy of the Open Meetings Act is available at this meeting. Present were Members Steve Anderson, Colleen Bray, Melissa Goc, Tom Lange, Fernando Lopez, Jr., Josh Mueller, and Tom Pillen. Members Bob Elsasser and Kim Hoefler were absent and excused. City staff members included City Attorney Gene Schumacher, City Engineer Rick Bogus, Community Development Director Dan Curtis, Police Captain Todd Thalken, and Assistant City Clerk Robin Efta. Also present was City Council Member Charlie Bahr.
2. **Minutes of July 12, 2021, meeting:** The minutes were approved as presented with a motion by Mueller and a second by Bray. Anderson, Bray, Goc, Lange, Lopez, Mueller, and Pillen voted "Aye" and none voted "Nay". Elsasser and Hoefler were absent.
3. **Public hearing - Application of GRQ, LLC for preliminary plat of GRQ, Inc. Second Subdivision (northeast corner of E 29 Avenue and 18 Street). (This public hearing was continued from July 12, 2021. The Notice of Hearing was republished July 30, 2021, with a revised legal description.):** Leanne Ritter, Advanced Consulting Engineering Services, on behalf of the applicant, explained that the continuation was to revise the legal description to include two adjacent streets that needed to be dedicated. No public testimony was heard. The public hearing closed with a motion by Anderson and a second by Mueller. Anderson, Bray, Goc, Lange, Lopez, Mueller, and Pillen voted "Aye" and none voted "Nay". Elsasser and Hoefler were absent. A recommendation was made with a motion by Anderson and a second by Bray to approve the preliminary plat of GRQ, Inc. Second Subdivision as it is amenable with the current and adjacent land use and is in accordance with the Unified Land Development Ordinance. Anderson, Bray, Goc, Lange, Lopez, Mueller, and Pillen voted "Aye" and none voted "Nay". Elsasser and Hoefler were absent.
4. **Public hearing - Application of GRQ, LLC for final plat and development agreement of GRQ, Inc. Second Subdivision (northeast corner of E 29 Avenue and 18 Street). (This public hearing was continued from July 12, 2021. The Notice of Hearing was republished July 30, 2021, with a revised legal description.):** Leanne Ritter, Advanced Consulting Engineering Services, on behalf of the applicant, was available to answer questions. No public testimony was heard.

The public hearing closed with a motion by Anderson and a second by Mueller. Anderson, Bray, Goc, Lange, Lopez, Mueller, and Pillen voted "Aye" and none voted "Nay". Elsasser and Hoefler were absent. A recommendation was made with a motion by Bray and a second by Lange to approve the final plat and development agreement of GRQ, Inc. Second Subdivision as it is consistent with the preliminary plat. Anderson, Bray, Goc, Lange, Lopez, Mueller, and Pillen voted "Aye" and none voted "Nay". Elsasser and Hoefler were absent.

5. **Public hearing - Application of Meadow Ridge Properties, LLC for preliminary plat of Meadow Ridge Ninth Addition (west of intersection of 42 Street and 54 Avenue):** Leanne Ritter, Advanced Consulting Engineering Services, on behalf of the applicant, stated that this plat is located north of the applicant's property, is a continuation of Meadow Ridge Fourth Addition, and the water, sewer, and paving will be extended. She noted this property has previously been rezoned. No public testimony was heard. The public hearing closed with a motion by Mueller and a second by Bray. Anderson, Bray, Goc, Lange, Lopez, Mueller, and Pillen voted "Aye" and none voted "Nay". Elsasser and Hoefler were absent. A recommendation was made with a motion by Mueller and a second by Anderson to approve the preliminary plat of Meadow Ridge Ninth Addition as it is amenable with the adjacent land use, consistent with the Meadow Ridge master plan, and is in accordance with the Unified Land Development Ordinance. Anderson, Bray, Goc, Lange, Lopez, Mueller, and Pillen voted "Aye" and none voted "Nay". Elsasser and Hoefler were absent.
6. **Public hearing - Application of Meadow Ridge Properties, LLC for preliminary plat of Meadow Ridge Tenth Addition (west of intersection of 37 Street and 50 Avenue):** Leanne Ritter, Advanced Consulting Engineering Services, on behalf of the applicant, stated that this plat is located south of the applicant's property, adjacent to Meadow View Subdivision, and the water, sewer, and paving will be extended. She noted this plat includes seventeen lots and the property has previously been rezoned. No public testimony was heard. The public hearing closed with a motion by Anderson and a second by Pillen. Anderson, Bray, Goc, Lange, Lopez, Mueller, and Pillen voted "Aye" and none voted "Nay". Elsasser and Hoefler were absent. A recommendation was made with a motion by Anderson and a second by Mueller to approve the preliminary plat of Meadow Ridge Tenth Addition as it is amenable with the adjacent land use, consistent with Meadow Ridge master plan, and is in accordance with the Unified Land Development Ordinance. Anderson, Bray, Goc, Lange, Lopez, Mueller, and Pillen voted "Aye" and none voted "Nay". Elsasser and Hoefler were absent.
7. **Public hearing - Application of Rockey Aldredge and Kurtis Perry for preliminary plat of Frontier 3rd Addition (east of intersection of 8 Street and 7 Avenue):** Merlin Lindahl, Lindahl Engineering, LLC, on behalf of the applicant, noted there are eight lots included in this plat. No public testimony was heard. The public hearing closed with a motion by Mueller and a second by Lange. Anderson, Bray, Goc, Lange, Lopez, Mueller, and Pillen voted "Aye" and none voted "Nay". Elsasser and Hoefler were absent. A recommendation was made with a motion by Mueller and a second by Goc to approve the preliminary plat of Frontier 3rd Addition as it is amenable with the adjacent land use and is in accordance with the Unified Land Development Ordinance. Anderson, Bray, Goc, Lange, Lopez, Mueller, and Pillen voted "Aye" and none voted "Nay". Elsasser and Hoefler were absent.

8. **Public hearing - Application of West Wood Addition, LLC for preliminary plat of Riverside Third Addition (west of intersection of 17 Street and 49 Avenue):** It was noted this public hearing was published with an incorrect legal description. The public hearing was removed from the agenda with a motion by Anderson and a second by Pillen. Anderson, Bray, Goc, Lange, Lopez, Mueller, and Pillen voted "Aye" and none voted "Nay". Elsasser and Hoefler were absent.
9. **Public hearing - Application of West Wood Addition, LLC to rezone property west of Riverside 2nd Addition on 17 Street, west of 49 Avenue, from "RR" (Rural Residential District) to "R-1" (Single-Family Residential District):** The public hearing was removed from the agenda with a motion by Anderson and a second by Mueller. Anderson, Bray, Goc, Lange, Lopez, Mueller, and Pillen voted "Aye" and none voted "Nay". Elsasser and Hoefler were absent.
10. **Public hearing - Application of CMR Holdings, LLC to rezone property north of 53 Street and approximately 1/2 mile east of 33 Avenue from "RR" (Rural Residential District) to "R-1" (Single-Family Residential District):** Chase Lambert, representing CMR Holdings, LLC, confirmed that notification of this rezoning request was sent to all property owners within 300 feet and no objections have been received. John Jacobson, property owner of agricultural land south of 53 Street, expressed concerns with surface water runoff. Lambert described the natural flow for drainage in the area. The public hearing closed with a motion by Bray and a second by Pillen. Anderson, Bray, Goc, Lange, Lopez, Mueller, and Pillen voted "Aye" and none voted "Nay". Elsasser and Hoefler were absent. A recommendation was made with a motion by Bray and a second by Anderson to approve the rezoning application of CMR Holdings, LLC as it is compatible with the area and a good use of the property. Anderson, Bray, Goc, Lange, Lopez, Mueller, and Pillen voted "Aye" and none voted "Nay". Elsasser and Hoefler were absent.
11. **Public hearing - Application of RJ House Moving, on behalf of Randy Anderson, to move house from 1865 42 Avenue to 1654 39 Avenue:** Randy Anderson, 275 24 Avenue, explained that this property has been through foreclosure and has been empty for over two years. He noted all utility companies have been contacted and the house will be moved to an empty lot three blocks away. Jason Mielak of Fehring & Mielak, Law Office, pointed out that he was the attorney who handled the foreclosure and represented the party that purchased the property. He stated there is nothing in the public records that restricts the owner from doing anything with the property. Anderson noted for the record that the Planning Commission received the communication from Mr. Koch expressing opposition to this application. The public hearing closed with a motion by Bray and a second by Pillen. Anderson, Bray, Goc, Lange, Lopez, Mueller, and Pillen voted "Aye" and none voted "Nay". Elsasser and Hoefler were absent. A recommendation was made with a motion by Anderson and a second by Bray to approve the application of RJ House Moving to move a house from 1865 42 Avenue to 1654 39 Avenue as the house has been inspected and is suitable for moving. Anderson, Bray, Goc, Lange, Lopez, Mueller, and Pillen voted "Aye" and none voted "Nay". Elsasser and Hoefler were absent.
12. **Building report for July 2021:** The building report was approved as presented with a motion by Anderson and a second by Mueller. Anderson, Bray, Goc, Lange, Lopez, Mueller, and Pillen voted "Aye" and none voted "Nay". Elsasser and Hoefler were

absent.

13. Adjournment: The meeting adjourned at 7:30 p.m.

OFFICE OF THE CITY CLERK

: Robin Efta

3. **Public hearing - Application of West Wood Addition, LLC for preliminary plat of Riverside Third Addition (west of intersection of 17 Street and 49 Avenue).**

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

You are hereby notified that a public hearing before the Planning Commission of the City of Columbus, Nebraska, will be held on Monday, September 13, 2021, at 7 p.m. in the Council Chambers, 1369 25th Avenue, Columbus, Nebraska, on the preliminary plat of Riverside Third Addition, a tract of land located in the SE1/4NE1/4 of Section 23, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska, more particularly described as follows: Commencing at the Northwest Corner of the SE1/4NE1/4 of said Section 23; thence S 01°47'14" E on the West line of the SE1/4NE1/4, 448.08 feet to the Point of Beginning; thence S 01°47'14" E on said West line, 384.00 feet; thence N 88°08'31" E and parallel to the South line of said Northeast 1/4, 160.00 feet; thence N 01°47'14" W and parallel to said West line, 15.00 feet; thence N 88°08'31" E and parallel to said South line, 412.00 feet to the Southwest corner of Riverside Second Addition to the City of Columbus, Platte County, Nebraska; thence N 01°47'14" W on the West line of said Riverside Second Addition, 354.00 feet to the Northwest corner of said Riverside Second Addition; thence S 88°08'31" W and parallel to said South line, 412.00 feet; thence N 01°47'14" W and parallel to the West line of the SE1/4NE1/4, 15.00 feet; thence S 88°08'31" W and parallel to said South line, 160.00 feet to the Point of Beginning, containing 4.76 acres, more or less (west of intersection of 17 Street and 49 Avenue) and at said time and place you may appear and be heard.

CITY OF COLUMBUS, NEBRASKA
Janelle Kline, City Clerk

Publish: 09:02:21
Two Affidavits of Publication

The City of **Columbus**

MEMORANDUM

DATE: August 2, 2021
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: Riverside Third Addition – Preliminary Plat

RECOMMENDATION:

I recommend the approval of the preliminary plat of Riverside Third Addition as it is amenable with the adjacent land use and is in accordance with the Unified Land Development Ordinance.

DISCUSSION:

The addition consists of 11 residential lots, paving and utility extensions, and stormwater treatment. The addition will be voluntary annexed as part of the major plat process.

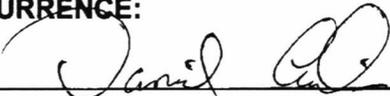
FISCAL IMPACT:

Minor costs for street and utility maintenance.

ALTERNATIVE:

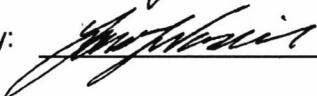
Do not approve.

CONCURRENCE:

By:  _____

SIGNATURE:

By:  _____

Approved By:  _____

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

DATE: June 22, 2021

NAME OF SUBDIVISION: Riverside Third Addition

NAME OF PROPERTY OWNER: West Wood LLC

CONTACT INFORMATION:

NAME OF REPRESENTATIVE OR PROPERTY OWNER: Craig Foreman

ADDRESS OF REPRESENTATIVE OR PROPERTY OWNER: 3920 23rd St, Columbus, NE 68601

PHONE NUMBER: 402-910-1615

REPRESENTATIVE OR PROPERTY OWNER E-MAIL: craig@foremanlumber.com

NUMBER OF LOTS IN SUBDIVISION: 11

ADDRESS OF SUBDIVISION: West of River Second Addition, Columbus

I hereby apply for a Major Subdivision / Addition and have paid \$300.00 application fee plus additional lot review fees - Preliminary Plats will be \$20 per lot and Final Plats will be \$15 per lot.

Leanne Ritter

Owner or Owner's Representative

Thomas Fehringer
Attorney / Legal Counsel for Applicant

Development Agreement submitted on: _____

City Attorney

Neal Valorz – nvalorz@1492law.com

Gene G. Schumacher – gschum@1492law.com

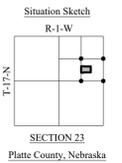
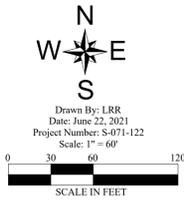
• 20' Front and Street Side Setbacks.
 • 25' Rear Setbacks.
 • 5' Side Yard Setbacks.

Zoning
 Existing Zone: RR - Rural Residential
 Proposed Zone: R1

DEVELOPER:
 West Wood LLC
 5109 Howard Boulevard
 P.O. Box 1276
 Columbus, NE 68602-1276

ENGINEER:
 John A. Zwiggman, PE
 Advanced Consulting Engineering Services, Inc.
 133 West Washington Street
 West Point, NE 68788
 Phone: 402-372-1923

SURVEYOR:
 Terry L. Schulz
 Advanced Consulting Engineering Services, Inc.
 133 West Washington Street
 West Point, NE 68788
 Phone: 402-372-1923



FIELD NOTES
 A) Northwest Corner, Southeast 1/4, Northeast 1/4, Section 23, T17N, R1W: Found 1" Iron Pipe, One Foot Deep.
 3.65' SW to "X" Nails in Railroad Tie Corner Fence Post.
 12.05' SSW to Nail and Disc in Fence Post.
 12.40' North to Centerline of East-West Gravel Drive.
 Corner Falls 21.80' South of Range of Power Poles East-West.

B) Northeast Corner, Southeast 1/4, Northeast 1/4, Section 23, T17N, R1W: Found 2" Aluminum Cap.
 41.89' NW to Power Pole.
 51.10' NW to Telephone Pedestal.
 45.59' SE to "X" Nail in Power Pole.
 46.93' SW to 24" RCP.

C) East 1/4 Corner, Section 23, T17N, R1W: Found 1 1/2" Aluminum Cap.
 58.02' NW to West Side of Fire Hydrant.
 32.56' West to Railroad Tie Corner Fence Post.
 38.09' SW to Top of North End of 18" CMP.
 34.37' East to "X" Nail in Power Pole.

D) Southwest Corner, Southeast 1/4, Northeast 1/4, Section 23, T17N, R1W: Found 1-1/4" Iron Pipe.
 3.77' NNW to Nail & Disc in Fence Post.
 11.64' SSW to Nail & Disc in Fence Post.

LEGAL DESCRIPTION
 A tract of land located in the Southeast 1/4 of the Northeast 1/4 of Section 23, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Commencing at the Northwest Corner of the Southeast 1/4 of the Northeast 1/4 of Section 23, T17N, R1W of the 6th P.M., Platte County, Nebraska; thence S 01°47'14" E on the West line of the Southeast 1/4 of said Northeast 1/4, 448.08 feet to the Point of Beginning; thence S 01°47'14" E on said West line, 384.00 feet; thence N 88°08'31" E and parallel to the South line of said Northeast 1/4, 160.00 feet; thence N 01°47'14" W and parallel to said West line, 15.00 feet; thence N 88°08'31" E and parallel to said South line, 412.00 feet to the Southwest corner of Riverside Second Addition to the City of Columbus, Platte County, Nebraska; thence N 01°47'14" W on the West line of said Riverside Second Addition, 354.00 feet to the Northwest corner of said Riverside Second Addition; thence S 88°08'31" W and parallel to said South line, 412.00 feet; thence N 01°47'14" W and parallel to the West line of the Southeast 1/4 of said Northeast 1/4; thence S 88°08'31" W and parallel to said South line, 160.00 feet to the Point of Beginning, containing 4.76 acres, more or less.

SURVEYOR'S CERTIFICATE
 I, Terry L. Schulz, a Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me or under my direct supervision on March 29, 2021; also that all dimensions are in feet and are correct to the best of my knowledge and belief.



Terry L. Schulz, State of Nebraska, R.L.S. #550 Date _____

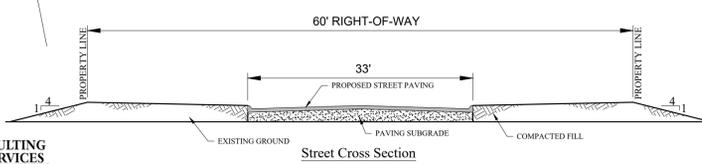
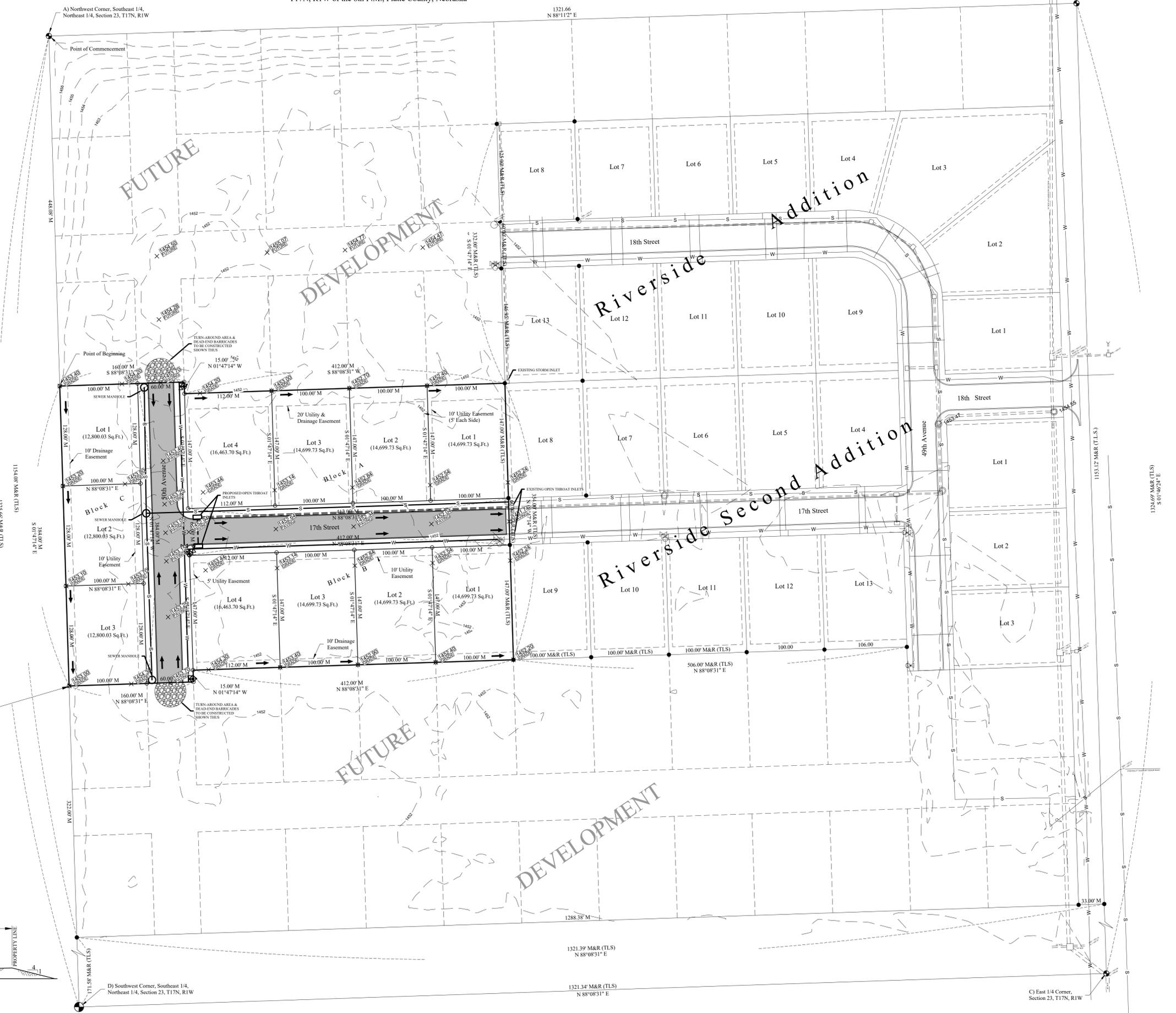
COLUMBUS, NEBRASKA PLANNING COMMISSION
 This Preliminary Plat of RIVERSIDE THIRD ADDITION to the City of Columbus, Nebraska approved by the Planning Commission this _____ day of _____, 2021.

Chairman _____

COLUMBUS, NEBRASKA CITY COUNCIL
 This Preliminary Plat of RIVERSIDE THIRD ADDITION to the City of Columbus, Nebraska approved by the City Council this _____ day of _____, 2021.

Mayor _____ City Clerk _____

Preliminary Plat
Riverside Third Addition
 Part of the Southeast 1/4 of the Northeast 1/4 of Section 23,
 T17N, R1W of the 6th P.M., Platte County, Nebraska



4. **Public hearing - Application of West Wood Addition, LLC to rezone property west of Riverside 2nd Addition on 17 Street west of 49 Avenue from "RR" (Rural Residential District) to "R-1" (Single-Family Residential District).**

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

You are hereby notified that a public hearing before the Planning Commission of the City of Columbus, Nebraska, will be held on Monday, September 13, 2021, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the application to rezone a tract of land located in the SE1/4NE1/4 of Section 23, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska, more particularly described as follows: Commencing at the Northwest Corner of the SE1/4NE1/4 of said Section 23; thence S 01°47'14" E on the West line of the SE1/4NE1/4, 448.08 feet to the Point of Beginning; thence S 01°47'14" E on said West line, 384.00 feet; thence N 88°08'31" E and parallel to the South line of said Northeast 1/4, 160.00 feet; thence N 01°47'14" W and parallel to said West line, 15.00 feet; thence N 88°08'31" E and parallel to said South line, 412.00 feet to the Southwest corner of Riverside Second Addition to the City of Columbus, Platte County, Nebraska; thence N 01°47'14" W on the West line of said Riverside Second Addition, 354.00 feet to the Northwest corner of said Riverside Second Addition; thence S 88°08'31" W and parallel to said South line, 412.00 feet; thence N 01°47'14" W and parallel to the West line of the SE1/4NE1/4, 15.00 feet; thence S 88°08'31" W and parallel to said South line, 160.00 feet to the Point of Beginning, containing 4.76 acres, more or less (west of Riverside 2nd Addition on 17 Street, west of 49 Avenue) from "RR" (Rural Residential District) to "R-1" (Single-Family Residential District) and at said time and place you may appear and be heard.

City of Columbus, Nebraska
Janelle Kline, City Clerk

Publish: 09:02:21
Two Affidavits of Publication

**CITY OF COLUMBUS
MEMORANDUM**

DATE: 08/03/2021
FROM: Dan Curtis
TO: City Administrator Tara Vasicek
RE: Rezone area of Riverside Third Addition from RR to R-1

RECOMMENDATION:

I recommend approval of this rezoning from RR to R-1, R-1 is compatible with the area and I believe a good use of the property.

DISCUSSION:

We have received an application to rezone property in located in future Riverside 3rd Addition from RR to R-1 for the construction of single-family homes. I believe R-1 is a good fit for the area and recommend approval.

FISCAL IMPACT:

None.

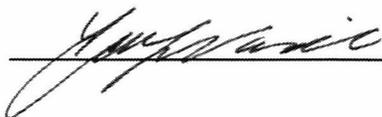
ALTERNATIVE:

Deny the Rezoning

CONCURRENCE:

SIGNATURE:

By: Daniel Curtis

Approved By: _____


REZONING APPLICATION

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 placed 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 time the public hearing on the application will be held.

APPLICANT/PROPERTY OWNER NAME: **West Wood Addition, LLC**

APPLICANT MAILING ADDRESS: **3558 38 Avenue Columbus NE 68601**

APPLICANT PHONE NUMBER: **402 / 562-8155**

APPLICANT EMAIL ADDRESS: **craig@foremanlumber.com**

ATTORNEY/FIRM: **Fehringer & Mielak LLP**

ATTORNEY PHONE NUMBER: **402 / 942-9513**

ATTORNEY EMAIL ADDRESS: **thomas.fehringer@fmflaw.com**

ADDRESS OF PROPERTY TO BE REZONED: **Rural**

LEGAL DESCRIPTION OF PROPERTY:

A tract of land located in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 23, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska, more particularly described as follows: Commencing at the Northwest Corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 23; thence S 01°47'14" E on the West line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$, 448.08 feet to the Point of Beginning; thence S 01°47'14" E on said West line, 384.00 feet; thence N 88°08'31" E and parallel to the South line of said Northeast 1/4, 160.00 feet; thence N 01°47'14" W and parallel to said West line, 15.00 feet; thence N 88°08'31" E and parallel to said South line, 412.00 feet to the Southwest corner of Riverside Second Addition to the City of Columbus, Platte County, Nebraska; thence N 01°47'14" W on the West line of said Riverside Second Addition, 354.00 feet to the Northwest corner of said Riverside Second Addition; thence S 88°08'31" W and parallel to said South line, 412.00 feet; thence N 01°47'14" W and parallel to the West line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$, 15.00 feet; thence S 88°08'31" W and parallel to said South line, 160.00 feet to the Point of Beginning, containing 4.76 acres, more or less.

PRESENT ZONING CLASSIFICATION: **RR**

REQUESTED ZONING CLASSIFICATION: **R-1**

DESCRIPTION OF THE REASON FOR THE REZONING APPLICATION:

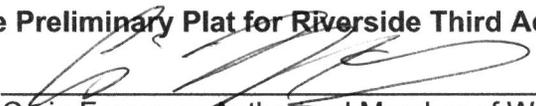
To allow Applicant to use the Property for single-family residential unit purposes.

NATURE AND OPERATING CHARACTERISTICS OF THE PROPOSED USE: (Include aerial image of proposed development on property and existing surrounding zoning classifications, any graphic information, including site plans, elevations or other drawings, necessary to describe the proposed use).

To allow Applicant to use the Property and offer the same for sale to others for single-family residential unit purposes by eventually subdividing the Property.

See attached Exhibit "A" for a copy of the Preliminary Plat for Riverside Third Addition.

DATED: August 9, 2021.


Craig Foreman, Authorized Member of West Wood Addition, LLC, Owner

- 2" Front and Street Side Setbacks
- 5' Rear Setbacks
- 5' Side Setbacks

zoning
 District Zone R3 - Rural Residential
 Planned Code R1



Drawn By: LAR
 Date: June 21, 2021
 Project Number: 20-071-121
 Scale: 1" = 40'



LEGEND

- Section Corner Found
- Property Corner Found
- Property Corner Not Found
- M Measured Distance
- R Recorded Distance



DEVELOPER:
 West Wood LLC
 1110 Edward Street
 P.O. Box 1276
 Columbus, NE 68602-1276

ENGINEER:
 Terry L. Scholz
 Advanced Consulting Engineering Services, Inc.
 113 West Washington Street
 West Point, NE 68074
 Phone: 402-772-1923

ENGINEER:
 Terry L. Scholz
 Advanced Consulting Engineering Services, Inc.
 113 West Washington Street
 West Point, NE 68074
 Phone: 402-772-1923

- FIELD NOTES:**
- A) Northeast Corner, Southeast 1/4 of the Northeast 1/4 of Section 24, T17N, R17W, Found 1" Iron Pipe, One Foot Cap. 12.07' SW to Nail and One in Range Pin.
 - B) Northeast Corner, Southeast 1/4 of the Northeast 1/4 of Section 24, T17N, R17W, Found 2" Aluminum Cap. 12.07' SW to Nail and One in Range Pin.
 - C) East 1/4 Corner, Section 24, T17N, R17W, Found 1 1/2" Aluminum Cap. 12.07' SW to Nail and One in Range Pin.
 - D) Southwest Corner, Southeast 1/4 of the Northeast 1/4 of Section 24, T17N, R17W, Found 1 1/2" One Pin. 11.64' SW to Nail and One in Range Pin.

LEGAL DESCRIPTION:
 A tract of land located in the Southeast 1/4 of the Northeast 1/4 of Section 24, T17N, R17W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

EXHIBIT CERTIFICATE:
 I, Terry L. Scholz, a Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me or under my direct supervision on March 20, 2021, and that all dimensions are in feet and are correct to the best of my knowledge and belief.



Terry L. Scholz, State of Nebraska, R.L.S. 055 Date: _____

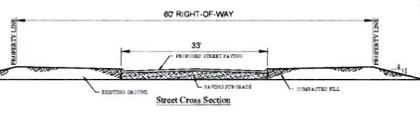
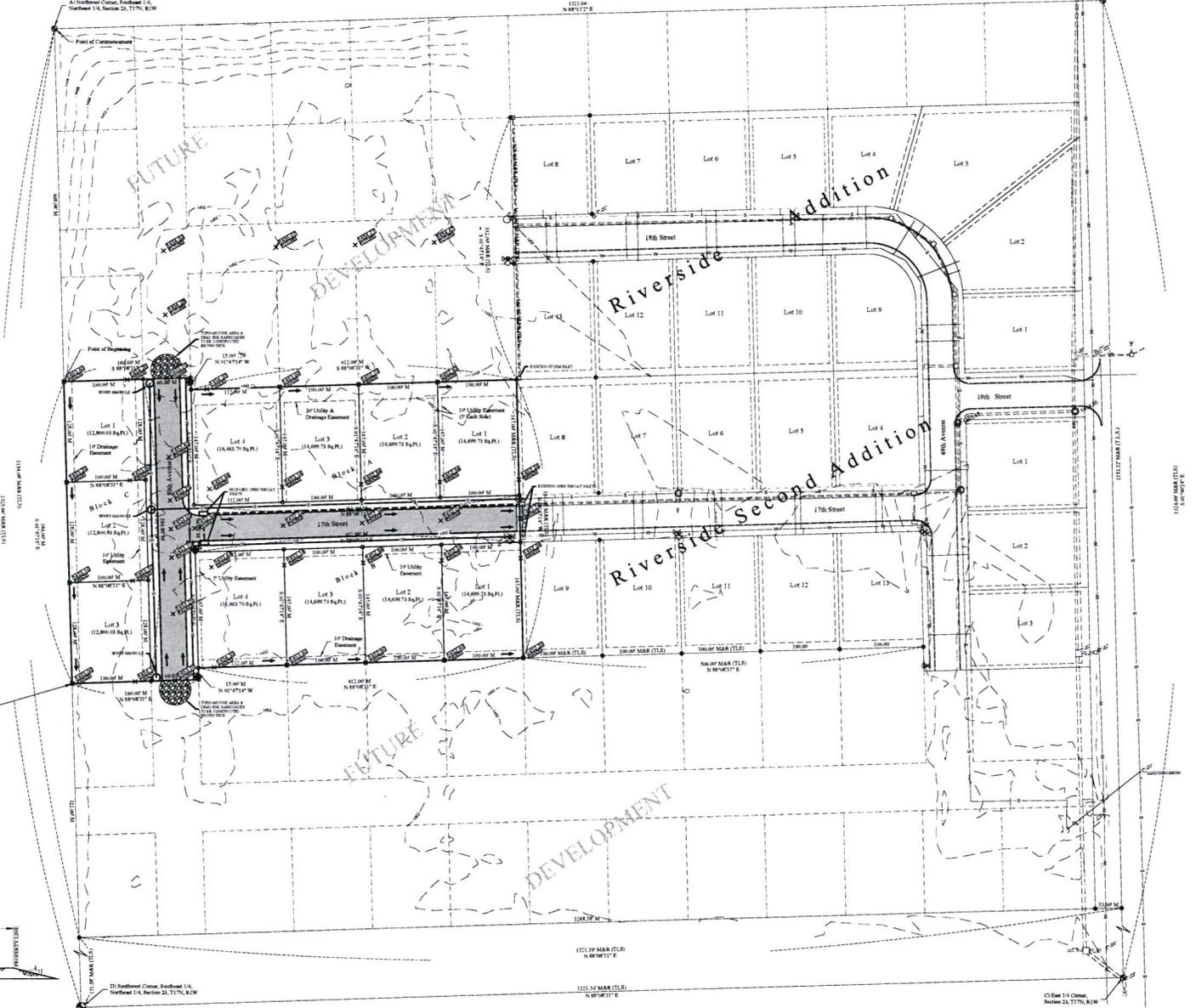
COLUMBIAS, NEBRASKA PLANNING COMMISSION:
 This Preliminary Plat of RIVERSIDE THIRD ADDITION in the City of Columbus, Nebraska approved by the Planning Commission on _____ day of _____, 2021.

Name: _____

COLUMBIAS, NEBRASKA CITY COUNCIL:
 This Preliminary Plat of RIVERSIDE THIRD ADDITION in the City of Columbus, Nebraska approved by the City Council on _____ day of _____, 2021.

Name: _____ City Clerk

Preliminary Plat
 Riverside Third Addition
 Part of the Southeast 1/4 of the Northeast 1/4 of Section 23,
 T17N, R17W of the 6th P.M., Platte County, Nebraska



ADVANCED CONSULTING ENGINEERING SERVICES
 113 West Washington Street
 West Point, NE 68074
 Phone: 402-772-1923



5. **Public hearing - Application of Kenneth Armstrong to rezone the north side of three lots located at 28 Avenue and 35 Street from "R-1" (Single-Family Residential District) to "R-2" (Two-Family Residential District) and amend the Future Land Use Map of the Comprehensive Plan accordingly.**

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

You are hereby notified that a public hearing before the Planning Commission of the City of Columbus, Nebraska, will be held on Monday, September 13, 2021, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the application to rezone Lots 2, 3, and 4, Whispering Springs 2nd Addition to the City of Columbus, Platte County, Nebraska (28 Avenue and 35 Street, north side of each said lot) from "R-1" (Single-Family Residential District) to "R-2" (Two-Family Residential District) and at said hearing, the Planning Commission will consider amending the Future Land Use Map of the Comprehensive Plan to the extent it is inconsistent with the requested zoning change, to reflect said change in zoning for said real estate and at said time and place you may appear and be heard.

City of Columbus, Nebraska
Janelle Kline, City Clerk

Publish: 09:02:21
Two Affidavits of Publication

**CITY OF COLUMBUS
MEMORANDUM**

DATE: 08/02/2021
FROM: Dan Curtis
TO: City Administrator Tara Vasicek
RE: REZONING Lots 2, 3, and 4, Whispering Springs 2nd Addition from R-1 to R-2 for proposed Townhomes

RECOMMENDATION:

I recommend approval of this rezoning to R-2 and to amend the Future Land Use accordingly, currently each of the lots are located in both the R-1 and R-2 district and if approved each lot will be located in one base district. In addition, I believe R-2 is a good fit for the area and recommend approval.

DISCUSSION:

We have received an application to rezone Lots 2,3 and 4 Whispering Springs 2nd Addition from R-1 and R-2 to R-2 to allow for the construction of townhomes. Currently each lot is located in both the R-1 and R-2 districts and if approved each of the lots will be located within the R-2 district. The applicant will need to re-plat the lots in order to sell each side of the townhouse to separate owners.

FISCAL IMPACT:

None

ALTERNATIVE:

Deny the Rezoning

SIGNATURE:

By: Daniel Curtis

Approved By: 

RE-ZONING APPLICATION

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

1. Applicant's Name: Kenneth Armstrong
Applicant's Address: 38459 115th Ave., Leigh, NE 68643
Applicant's Phone #: (402)-563-7164
Applicant's E-Mail: aabuilders615@gmail.com
2. Property Owner: Kenneth Armstrong
Address of Property: 2832 35th Street, 2824 35th, Street, and 2816 35th Street, Columbus, NE 68601.
- Legal Description of Property: Lots 2, 3, and 4, Whispering Springs 2nd Addition to the City of Columbus, Platte County, Nebraska.

Present Zoning Classification: R-1 (Single-Family Residential-North side of each said lot) and R-2 (Two-Family Residential - South side of each said lot.)

Requested Zoning Classification: R-2 (Two-Family Residential for all said lots)

Description of the reason for the Re-zoning Application: Town Homes on each of the Three Lots

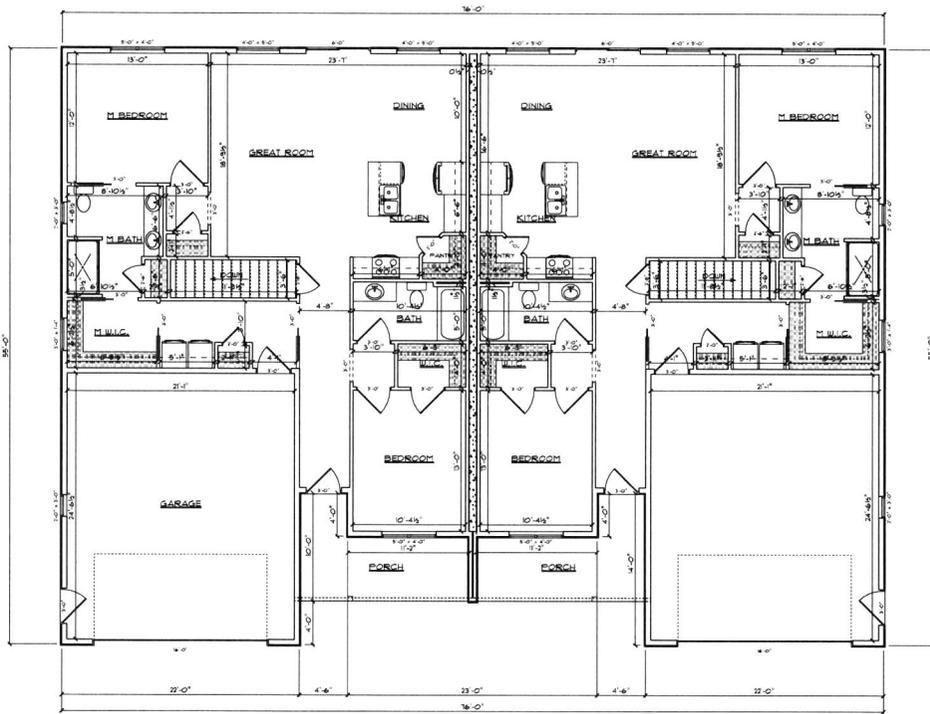
3. Nature and operating characteristics of the proposed use: See Attached

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

Dated this 21st day of July, 2021.



Clark J. Grant #18570
1464 27th Ave., P.O. Box 455
Columbus, NE 68602-0455
(402)564-3274
assistant@grantattorney.com



MAIN FLOOR PLAN
NOTE: 9'-0" CEILINGS UNLESS NOTED

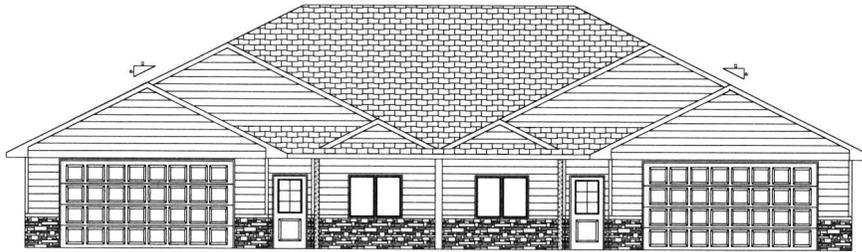
AREA SCHEDULE	
Living Area	2,117.14
Bedroom	1,011.14
Bathroom	1,011.14
Kitchen	1,011.14
Dining	1,011.14
Garage	1,011.14
Other	1,011.14
Total	10,111.14

HLZ designs
COLUMBIUS, NE 68601
HLZdesign@outlook.com
402.370.9000

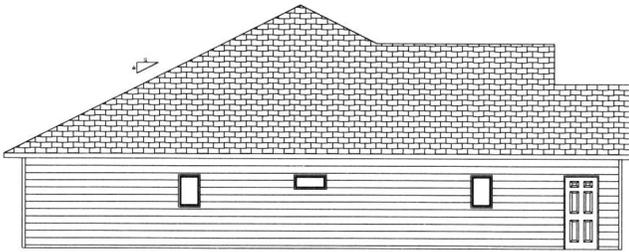


THESE DRAWINGS PROPERTY OF HLZ DESIGNS, CREATED FOR INTERNAL REVIEW AND PURPOSES AND ARE NOT TO BE USED FOR ANY OTHER PROJECTS OR CONDITIONS. HLZ DESIGNS ASSUMES NO RESPONSIBILITY FOR CLAIMS OR DAMAGES ARISING FROM ERRORS, OMISSIONS, DEFICIENCIES OR DELAYS IN THE DRAWINGS.

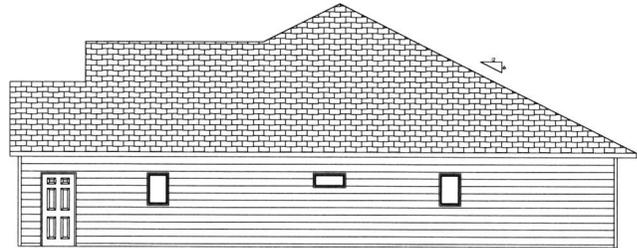
FERGUSON TOWNHOUSE
A & S BUILDERS



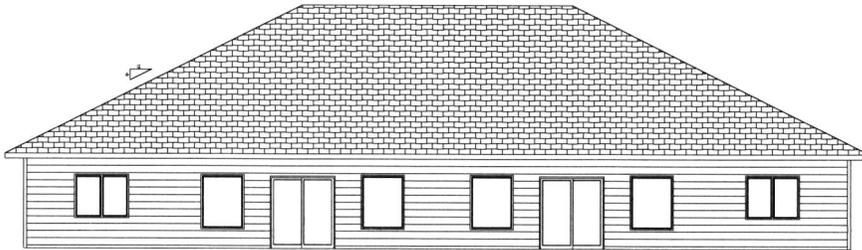
FRONT ELEVATION



LEFT ELEVATION



RIGHT ELEVATION



REAR ELEVATION

HLZ designs
COLUMBIUS, NE 68601
HLZdesign@outlook.com
402.370.9303



THESE DRAWINGS PROPERTY OF HLZ DESIGNS. CONSULT FOR MATERIALS, FINISHES AND PERMITS AND ARE NOT TO BE USED FOR CONSTRUCTION WITHOUT THE ARCHITECT'S APPROVAL. NO RESPONSIBILITY FOR CLAIMS OR DAMAGES ARISING FROM THESE DRAWINGS OR PROFESSIONAL OPINIONS OR SERVICES IS ASSUMED.

FERGUSON TOWNHOUSE
A & A BUILDERS

6. **Public hearing - Application of Rockey Aldredge and Kurtis Perry for final plat and development agreement of Frontier 3rd Addition (east of intersection of 8 Street and 7 Avenue).**

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

You are hereby notified that a public hearing before the Planning Commission of the City of Columbus, Nebraska will be held on Monday, September 13, 2021, at 7 p.m. in the Council Chambers, 1369 25th Avenue, Columbus, Nebraska, on the final plat and development agreement of Frontier 3rd Addition, Lot 1, Block C, Centennial Park 2nd Addition to the City of Columbus, Platte County, Nebraska excepting therefrom Frontier 1st Addition and Frontier 2nd Addition, containing 2.78 acres more or less (east of intersection of 8 Street and 7 Avenue) and at said time and place you may appear and be heard.

CITY OF COLUMBUS, NEBRASKA
Janelle Kline, City Clerk

Publish: 09:02:21
Two Affidavits of Publication

The City of **Columbus**

MEMORANDUM

DATE: September 7, 2021
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: Frontier 3rd Subdivision - Final Plat

RECOMMENDATION:

I recommend the approval of the final plat of Frontier 3rd Subdivision as it is consistent with the Preliminary Plat. The Preliminary Plat was approved by the Planning Commission on August 9th, 2021, and City Council on August 16th, 2021.

DISCUSSION:

The addition consists of 8 residential lots, paving and utility extensions, and stormwater treatment in the rear of each lot. The property is within the corporate limits.

Easements are being obtained in Frontier 2nd Subdivision to accommodate drainage and to coordinate with Frontier 3rd Subdivision.

FISCAL IMPACT:

Minor costs for street and utility maintenance.

ALTERNATIVE:

Do not approve.

CONCURRENCE:

By: _____ Dan Curtis

SIGNATURE:

By: _____ 

Approved By: _____ 

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

DATE: August 17, 2021

NAME OF SUBDIVISION: Frontier 3rd Addition

NAME OF PROPERTY OWNER: Rockey Aldredge and Kurtis Perry

CONTACT INFORMATION:

NAME OF REPRESENTATIVE OR PROPERTY OWNER: Merlin Lindahl

ADDRESS OF REPRESENTATIVE OR PROPERTY OWNER: 9271 18th Ave., Columbus, NE 68601

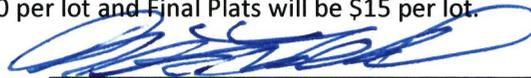
PHONE NUMBER: 402-910-6609

REPRESENTATIVE OR PROPERTY OWNER E-MAIL: mrlindahl@frontiernet.net

NUMBER OF LOTS IN SUBDIVISION: 8

ADDRESS OF SUBDIVISION: 8th Street and 6th Ave.

I hereby apply for a Major Subdivision / Addition and have paid \$300.00 application fee plus additional lot review fees - Preliminary Plats will be \$20 per lot and Final Plats will be \$15 per lot.



Owner or Owner's Representative



Attorney / Legal Counsel for Applicant

Development Agreement submitted on: July 14th, 2021

City Attorney

Neal Valorz – nvalorz@1492law.com

Gene G. Schumacher – gschum@1492law.com

FRONTIER 3RD ADDITION

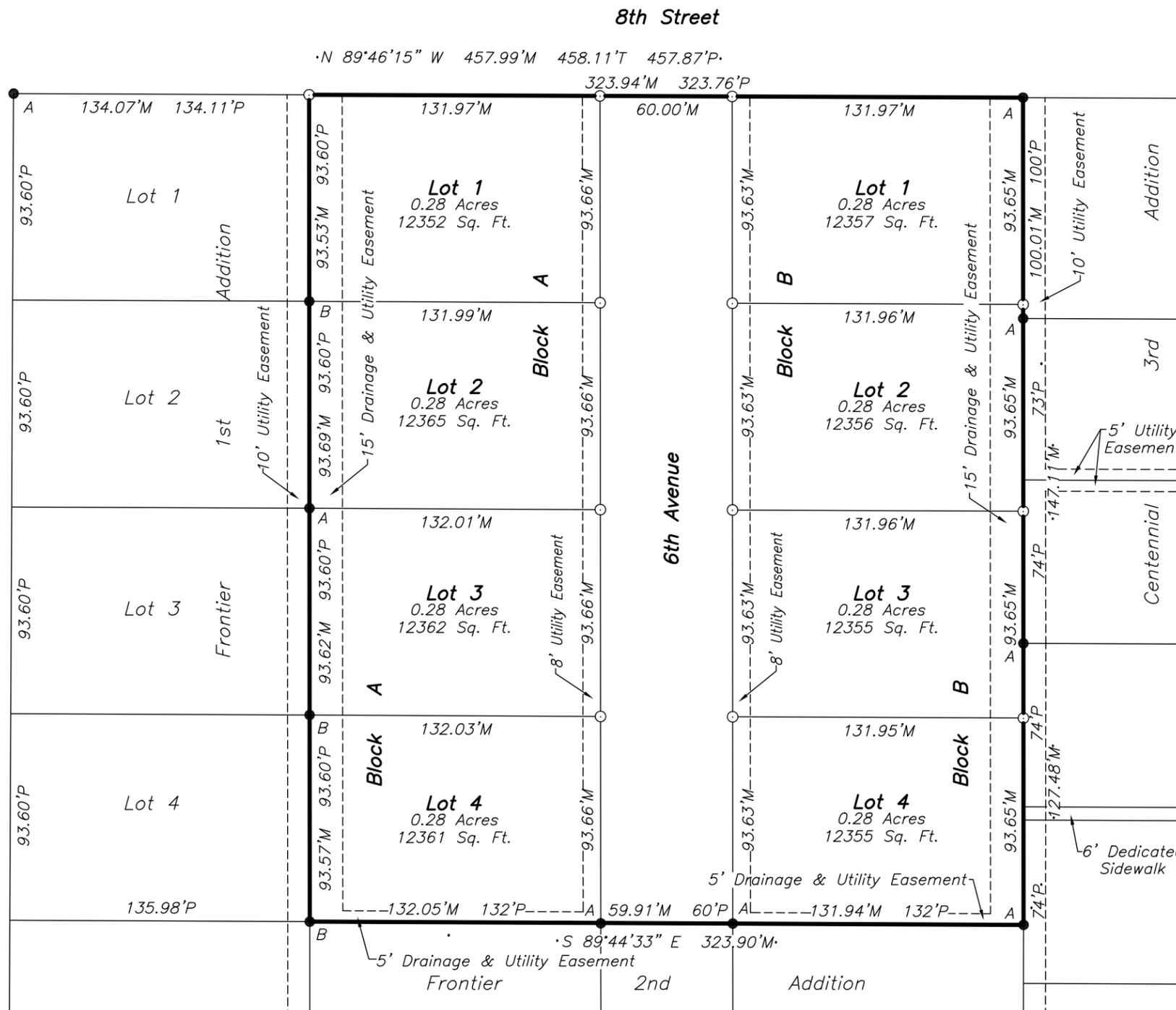
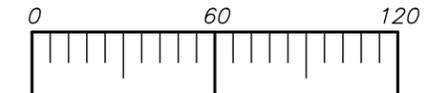
TO THE CITY OF COLUMBUS A SUBDIVISION OF PART OF
 LOT 1, BLOCK C, CENTENNIAL PARK 2ND ADDITION
 TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA

-Legend-

- Found Monument
- Set 5/8" x 24" Rebar w/ Plastic Survey Cap
- M Measured this Survey
- T Recorded Measurement T.A. Tremel, L.S. #455
- P Plat Measurement



1" = 60'
TMT



Developers:

Rocky Aldredge
 759 7th Avenue
 Columbus, NE 68601
 (402)564-7282

Kurtis Perry
 2710 27th Street
 Columbus, NE 68601
 (402)562-7429

Zoned: R-1

Flood Plain: The entire property is located in Flood Zone X as shown on FIRM map 315272 0340 E, April 19, 2010

Field Notes:

- A. 5/8" rebar
- B. 5/8" rebar with plastic cap

Description:

Lot 1, Block C, Centennial Park 2nd Addition to the City of Columbus, Platte County, Nebraska excepting therefrom Frontier 1st Addition and Frontier 2nd Addition, containing 2.78 acres more or less.

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
 August 11, 2021



**FRONTIER 3RD ADDITION
 COLUMBUS, NEBRASKA
 FINAL PLAT**



TMT	TMT/MGT	05/26/2021
DRAWN	SURVEYED	DATE

No. 1 Driftwood Drive - Columbus, NE 68601
 Phone (402) 563-4589 - Fax (402) 563-3922

FRONTIER 3RD ADDITION
TO THE CITY OF COLUMBUS A SUBDIVISION OF PART OF
LOT 1, BLOCK C, CENTENNIAL PARK 2ND ADDITION
TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA

School Board:

This Final Plat of Frontier 3rd Addition to the City of Columbus, Platte County, Nebraska, was approved by Columbus School District on

_____ Day of _____, 2021

Secretary

President

Dedication:

We, Rockey Aldredge and Kurtis Perry, owners of the described property hereby dedicate for the use and benefit of the public the streets and easements as designated and shown on this plat on the

_____ Day of _____, 2021

Rockey Aldredge

Kurtis Perry

State of Nebraska)

:ss

County of Platte)

On this _____ Day of _____, 2021, before me, the undersigned, a Notary Public, personally appeared Rockey Aldredge and Kurtis Perry to me personally known to be identical persons who executed the foregoing instrument and acknowledged the signing thereof to be their voluntary act and deed.

Notary Public

Planning Commission:

This Final Plat of Frontier 3rd Addition to the City of Columbus, Platte County, Nebraska, was approved by the Planning Commission on

_____ Day of _____, 2021

Chairman

City Council:

This Final Plat of Frontier 3rd Addition to the City of Columbus, Platte County, Nebraska, was approved by Resolution _____ by the City Council on

_____ Day of _____, 2021

Mayor

City Clerk

**FRONTIER 3RD ADDITION
COLUMBUS, NEBRASKA
FINAL PLAT**

TMT	TMT/MGT	05/26/2021
DRAWN	SURVEYED	DATE



No. 1 Driftwood Drive - Columbus, NE 68601
Phone (402) 563-4589 - Fax (402) 563-3922

Please return to:
Clark J. Grant
1464 27th Ave.
P.O. Box 455
Columbus, NE 68602

FRONTIER 3RD ADDITION
DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2021, by and between AP ACQUISITIONS, LLC, a Nebraska limited liability company, (hereinafter referred to as "Subdivider") and the CITY OF COLUMBUS, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City")

WITNESSETH

WHEREAS, Subdivider is the owner of the land included within the proposed plat attached hereto as Exhibit "A", commonly known as Frontier 3rd 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 systems 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 2.78 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 within dedicated right-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 within dedicated right-of-way and easements, per plat (Exhibit “A”) to be located on storm water system plan prepared by a Nebraska Licensed Civil Engineer. The Subdivider will be responsible for the design, financing and construction of said storm sewer system improvements. The entire cost of storm sewer improvements shall be paid by the Subdivider, with exception of storm sewer mains located in a dedicated right-of-way or easement area that are greater than 12-inches. In such case, the 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 dedicated right-of-way and easements per plat (Exhibit “A”) on water plan prepared by a Nebraska Licensed Civil Engineer. The Subdivider will be responsible for the design, financing and construction of said water

distribution improvements. The entire cost of the water distribution improvements shall be paid by the Subdivider, with exception of water mains located in a dedicated right-of-way or easement area that are greater than six (6) inches. In such case, the cost over 6-inches shall be paid for by the City subject to the final approval of plans and specifications by the City.

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

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. Subdivider shall construct sidewalks at 622 and 615 6th Street.

J. Grading for the Area to be Developed shall be completed by the Subdivider at the Subdivider's expense pursuant to the drainage plan elevations to be provided by Merlin Lindahl 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 and SWPPP along with the 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 and SWPPP.

K. Subdivider agrees to pay all costs necessary to extend sanitary sewer system, water system, paving and storm sewer on 6th Avenue.

SECTION II

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

SECTION III

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

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

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

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

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

SECTION IV

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

-5-
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. An 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

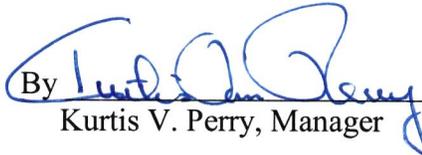
Date

APPROVED AS TO FORM

CITY ATTORNEY

SUBDIVIDER

AP ACQUISITIONS, LLC, a Nebraska limited liability company

By 
Kurtis V. Perry, Manager

Dated this 31st day of August, 2021.

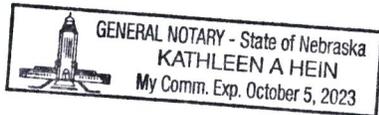
STATE OF NEBRASKA)

) ss:

COUNTY OF PLATTE)

On this 31st day of August, 2021, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Kurtis V. Perry, Manager of AP Acquisitions, LLC, a Nebraska limited liability company, 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

7. **Public hearing - Application of CMR Holdings, LLC for final plat and development agreement of Eagleview 2nd Subdivision (north of 53 Street approximately 1/2 mile east of 33 Avenue).**

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

You are hereby notified that a public hearing before the Planning Commission of the City of Columbus, Nebraska, will be held on Monday, September 13, 2021, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the final plat and development agreement of Eagleview 2nd Subdivision, a tract of land located in Lot 2, Eagleview 1st Subdivision, in the E 1/2 of the E 1/2 of the SW 1/4 and the W 1/4 of the W 1/2 of the SE 1/4 of Section 6, T17N, R1E of the 6th P.M., Platte County, Nebraska, more particularly described as follows: Commencing at the southwest corner of the SE 1/4 of Section 6, T17N, R1E of the 6th P.M., Platte County, Nebraska, and assuming the south line of said SE 1/4 to have a bearing of S 89°27'33" E; thence S 89°27'33" E, on said south line, a distance of 135.57 feet; thence N 00°32'27" E, a distance of 50.00 feet, to the point of beginning, said point being on the south line of Lot 2, Eagleview 1st Subdivision; thence northwesterly on the arc of a 265.00-foot radius non-tangent curve concave southwesterly, a distance of 213.10 feet, said curve having a long chord bearing of N 24°41'52" W, a distance of 207.40 feet; thence N 00°07'24" E, parallel with the east line of the W 1/4 of the W 1/2 of the SE 1/4, a distance of 1913.81 feet; thence N 89°18'39" W, a distance of 360.52 feet; thence N 62°03'23" W, a distance of 138.36 feet; thence S 00°08'46" W, a distance of 230.64 feet; thence N 89°51'14" W, a distance of 224.98 feet, to the west line of Lot 2, Eagleview 1st Subdivision; thence N 00°08'40" E, on said west line, a distance of 654.48 feet, to the northwest corner of Lot 2, Eagleview 1st Subdivision; thence S 89°18'11" E, on the north line of Lot 2, Eagleview 1st Subdivision, a distance of 992.76 feet, to the northeast corner of Lot 2, Eagleview 1st Subdivision; thence S 00°07'24" W, on the east line of Lot 2, Eagleview 1st Subdivision, a distance of 425.00 feet; thence N 89°52'36" W, a distance of 225.00 feet; thence S 00°07'24" W, parallel with the east line of Lot 2, Eagleview 1st Subdivision, a distance of 1870.13 feet; thence southeasterly, on the arc of a 100.00-foot radius curve concave northeasterly, a distance of 72.17 feet, said curve having a long chord bearing S 20°33'07" E, a distance of 70.61 feet; thence southeasterly, on the arc of a 350.00-foot radius curve, concave southwesterly, a distance of 245.05 feet, to a point on the south line of Lot 2, Eagleview 1st Subdivision, said curve having a long chord bearing of S 21°10'11" E, a distance of 240.07 feet; thence N 89°27'33" W, on the south line of Lot 2, Eagleview 1st Subdivision, a distance of 85.06 feet, to the point of beginning, said tract containing 14.61 acres, more or less (north of 53 Street, approximately 1/2 mile east of 33 Avenue) and at said time and place you may appear and be heard.

CITY OF COLUMBUS, NEBRASKA
Janelle Kline, City Clerk

Publish: 09:02:21
Two Affidavits of Publication

The City of **Columbus**

MEMORANDUM

DATE: September 8, 2021
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: Eagleview 2nd Subdivision - Final Plat

RECOMMENDATION:

I recommend the approval of the final plat of Eagleview 2nd Subdivision as it is consistent with the Preliminary Plat. The Preliminary Plat was approved by the Planning Commission on July 12, 2021, and City Council on July 19, 2021.

DISCUSSION:

The addition consists of 14 residential lots north of 53rd Street, east of 33rd Avenue in the county. A lot (Lot 7, Block A) will serve as dedicate access to the subdivision (future 26th Avenue). An Eagleview property stormwater treatment and detention facility will be constructed as part of the project with a dedicated drainage easement from this subdivision.

The subdivision is not adjacent to the corporate limits and not scheduled to be annexed at this time, but could be in the future. The subdivision is within the City's extraterritorial jurisdiction.

FISCAL IMPACT:

None

ALTERNATIVE:

Do not approve.

CONCURRENCE:

By: _____ Dan Curtis

SIGNATURE:

By: _____ 

Approved By: _____ 

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

DATE: August 24, 2021

NAME OF SUBDIVISION: Eagleview 2nd Subdivision

NAME OF PROPERTY OWNER: CMR Holdings, LLC

CONTACT INFORMATION:

NAME OF REPRESENTATIVE OR PROPERTY OWNER: Chase Lambert

ADDRESS OF REPRESENTATIVE OR PROPERTY OWNER: 3308 87th St., Columbus, NE 68601

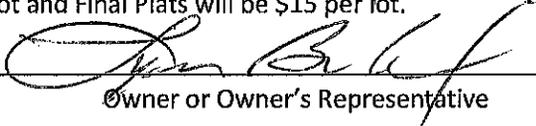
PHONE NUMBER: (402) 910-3930

REPRESENTATIVE OR PROPERTY OWNER E-MAIL: chaselambert@hotmail.com

NUMBER OF LOTS IN SUBDIVISION: 15

ADDRESS OF SUBDIVISION: North of 53rd St. approximately 1/2 mile east of 33rd Ave.

I hereby apply for a Major Subdivision / Addition and have paid \$300.00 application fee plus additional lot review fees - Preliminary Plats will be \$20 per lot and Final Plats will be \$15 per lot.



Owner or Owner's Representative

Thomas Maul
Attorney / Legal Counsel for Applicant

Development Agreement submitted on: _____

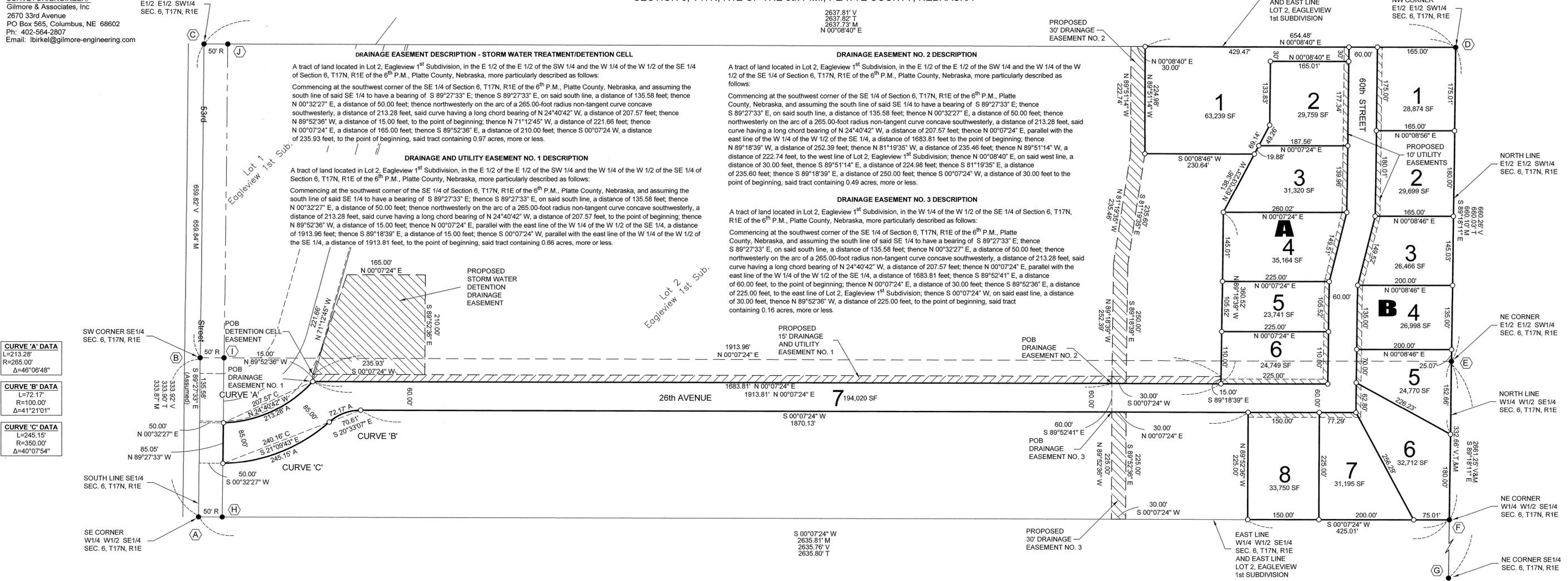
City Attorney
Neal Valorz – nvalorz@1492law.com
Gene G. Schumacher – gschum@1492law.com

OWNER/DEVELOPER:
CMR Holdings, LLC
3308 87th Street
Columbus, NE 68601
Email: chaselambert@hotmail.com

SURVEYOR/ENGINEER:
Gilmore & Associates, Inc
2670 33rd Avenue
PO Box 565, Columbus, NE 68602
Ph: 402-564-2807
Email: lbirkel@gilmore-engineering.com

FINAL PLAT EAGLEVIEW 2nd SUBDIVISION

A MAJOR SUBDIVISION OF PART OF LOT 2, EAGLEVIEW 1st SUBDIVISION
LOCATED IN THE E 1/2 OF THE E 1/2 OF THE SW 1/4 AND THE W 1/4 OF THE W 1/2 OF THE SE 1/4 OF
SECTION 6, T17N, R1E OF THE 6th P.M., PLATTE COUNTY, NEBRASKA



CURVE 'A' DATA
L=213.28'
R=265.00'
Δ=46°06'48"

CURVE 'B' DATA
L=72.17'
R=100.00'
Δ=41°21'01"

CURVE 'C' DATA
L=245.15'
R=350.00'
Δ=40°07'54"

LEGAL DESCRIPTION

A tract of land located in Lot 2, Eagleview 1st Subdivision, in the E 1/2 of the E 1/2 of the SW 1/4 and the W 1/4 of the W 1/2 of the SE 1/4 of Section 6, T17N, R1E of the 6th P.M., Platte County, Nebraska, more particularly described as follows:
Commencing at the southwest corner of the SE 1/4 of Section 6, T17N, R1E of the 6th P.M., Platte County, Nebraska, and assuming the south line of said SE 1/4 to have a bearing of S 89°27'33" E, a distance of 135.58 feet; then S 89°27'33" E, on said south line, a distance of 50.00 feet, to the point of beginning, said point being on the south line of Lot 2, Eagleview 1st Subdivision; then northwesterly on the arc of a 265.00-foot radius non-tangent curve concave southwesterly, a distance of 213.28 feet, said curve having a long chord bearing of N 24°40'42" W, a distance of 207.57 feet; then N 00°07'24" E, parallel with the east line of the W 1/4 of the W 1/2 of the SE 1/4, a distance of 1913.81 feet; then N 89°18'39" W, a distance of 360.52 feet; then N 62°03'23" W, a distance of 138.36 feet; then S 00°08'46" W, a distance of 230.64 feet; then N 89°51'14" W, a distance of 224.98 feet, to the west line of Lot 2, Eagleview 1st Subdivision; then N 00°08'40" E, on said west line, a distance of 654.48 feet, to the northwest corner of Lot 2, Eagleview 1st Subdivision; then S 89°18'11" E, on the north line of Lot 2, Eagleview 1st Subdivision, a distance of 992.76 feet, to the northeast corner of Lot 2, Eagleview 1st Subdivision; then S 00°07'24" W, on the east line of Lot 2, Eagleview 1st Subdivision, a distance of 425.01 feet; then N 89°52'36" W, a distance of 225.00 feet; then S 00°07'24" W, parallel with the east line of Lot 2, Eagleview 1st Subdivision, a distance of 1870.13 feet; then southeasterly, on the arc of a 100.00-foot radius curve concave northeasterly, a distance of 72.17 feet, said curve having a long chord bearing S 20°33'07" E, a distance of 70.61 feet; then southeasterly, on the arc of a 350.00-foot radius curve, concave southwesterly, a distance of 245.15 feet, to a point on the south line of Lot 2, Eagleview 1st Subdivision, said curve having a long chord bearing of S 21°09'43" E, a distance of 240.16 feet; then N 89°27'33" W, on the south line of Lot 2, Eagleview 1st Subdivision, a distance of 85.06 feet, to the point of beginning, said tract containing 14.61 acres, more or less.

SURVEYOR'S CERTIFICATE

I, Lynn D. Birkel, a Registered Land Surveyor of Nebraska, hereby certify that I have accurately surveyed or caused to be surveyed, under my direct supervision, EAGLEVIEW 2nd SUBDIVISION, and that the above and foregoing is a true and correct survey thereof and that the lots, blocks, streets, avenues, easements, alleys, and commons and other grounds are well and accurately staked off and marked and correctly designated and shown on the above and foregoing survey. Dated this 23rd day of August, 2021.



FIELD NOTES - SECTION 6, T16N, R1E

- "A" - Found 1" iron pipe.
- "B" - Southwest Corner SE 1/4 - Found 5/8" iron bar inside 2" iron pipe. 34.31' S to "X" nails in power pole. 110.63' ENE to chiseled "X" in top of corrugated metal pipe. 110.39' ESE to chiseled "X" in top of corrugated metal pipe. On centerline of 53rd Street east-west. On range fence south.
- "C" and "D" - Found 5/8" iron bar.
- "E" - Northeast Corner E 1/2 E 1/2 SW 1/4 - Found 5/8" iron bar. No ties available.
- "F" - Found 5/8" rebar with plastic cap, L.S. #455.
- "G" - Northeast Corner SE 1/4 - Found survey spike in washer as recorded by Thomas A. Tremel, L.S. #455, dated August 21, 2020. 34.92' SE to nail in top of corrugated metal pipe. 62.43' SW to nail in disk in power pole. 50.60' W to "X" nails in brace post. On centerline road north-south.
- "H", "I", and "J" - Found 5/8" rebar with plastic cap, L.S. #455.

COUNTY BOARD OF SUPERVISORS

STATE OF NEBRASKA)
COUNTY OF PLATTE) ss
The foregoing plat approved by the County of Platte, Nebraska, by Resolution No. _____ duly passed by the County Board of Supervisors on the _____ day of _____, 2021.
Attest:
Secretary _____ President _____

DRAINAGE EASEMENT NO. 2 DESCRIPTION

A tract of land located in Lot 2, Eagleview 1st Subdivision, in the E 1/2 of the E 1/2 of the SW 1/4 and the W 1/4 of the W 1/2 of the SE 1/4 of Section 6, T17N, R1E of the 6th P.M., Platte County, Nebraska, more particularly described as follows:
Commencing at the southwest corner of the SE 1/4 of Section 6, T17N, R1E of the 6th P.M., Platte County, Nebraska, and assuming the south line of said SE 1/4 to have a bearing of S 89°27'33" E; then S 89°27'33" E, on said south line, a distance of 135.58 feet; then N 00°32'27" E, a distance of 50.00 feet; then northwesterly on the arc of a 265.00-foot radius non-tangent curve concave southwesterly, a distance of 213.28 feet, said curve having a long chord bearing of N 24°40'42" W, a distance of 207.57 feet; then N 89°52'36" W, a distance of 15.00 feet, to the point of beginning; then N 71°12'45" W, a distance of 201.66 feet; then N 00°07'24" E, a distance of 165.00 feet; then S 89°52'36" E, a distance of 221.00 feet; then S 00°07'24" W, a distance of 235.93 feet, to the point of beginning, said tract containing 0.97 acres, more or less.

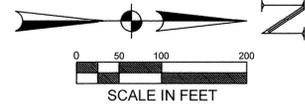
DRAINAGE EASEMENT NO. 3 DESCRIPTION

A tract of land located in Lot 2, Eagleview 1st Subdivision, in the W 1/4 of the W 1/2 of the SE 1/4 of Section 6, T17N, R1E of the 6th P.M., Platte County, Nebraska, more particularly described as follows:
Commencing at the southwest corner of the SE 1/4 of Section 6, T17N, R1E of the 6th P.M., Platte County, Nebraska, and assuming the south line of said SE 1/4 to have a bearing of S 89°27'33" E; then S 89°27'33" E, on said south line, a distance of 135.58 feet; then N 00°32'27" E, a distance of 50.00 feet; then northwesterly on the arc of a 265.00-foot radius non-tangent curve concave southwesterly, a distance of 213.28 feet, said curve having a long chord bearing of N 24°40'42" W, a distance of 207.57 feet; then N 89°07'24" E, parallel with the east line of the W 1/4 of the W 1/2 of the SE 1/4, a distance of 1683.81 feet to the point of beginning; then N 89°18'39" W, a distance of 252.39 feet; then N 81°19'35" W, a distance of 235.46 feet; then N 89°51'14" W, a distance of 222.74 feet, to the west line of Lot 2, Eagleview 1st Subdivision; then N 00°08'40" E, on said west line, a distance of 30.00 feet; then S 89°51'14" E, a distance of 224.98 feet; then S 81°19'35" E, a distance of 235.60 feet; then S 89°18'39" W, a distance of 250.00 feet; then S 00°07'24" W, a distance of 30.00 feet to the point of beginning, said tract containing 0.49 acres, more or less.

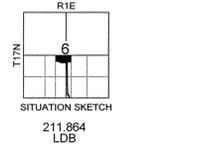
CITY COUNCIL
STATE OF NEBRASKA)
COUNTY OF PLATTE) ss
CITY OF COLUMBUS)
The foregoing plat approved by the City Council of Columbus, Nebraska, by Resolution No. _____ duly passed by the City Council on the _____ day of _____, 2021.
Attest:
City Clerk _____ Mayor, City of Columbus _____

PLANNING COMMISSION
STATE OF NEBRASKA)
COUNTY OF PLATTE) ss
CITY OF COLUMBUS)
This plat of EAGLEVIEW 2nd SUBDIVISION approved by the Planning Commission of Columbus, Nebraska, this _____ day of _____, 2021.
Chairman _____

SCHOOL DISTRICT
STATE OF NEBRASKA)
COUNTY OF PLATTE) ss
The above plat approved by the Lakeview Community School District No. 71-005, of Platte County, Nebraska
Attest:
Secretary _____ President _____



- ### LEGEND
- Monument Found
 - Set 5/8" x 24" Rebar w/ Plastic Survey Cap
 - R - Recorded Distance
 - M - Measured Distance
 - V - Measured Veticok, LS# 500, 5/9/98
 - T - Measured Tremel, LS# 455, 6/4/21
 - C - Chord Distance
 - A - Arc Distance



GILMORE & ASSOCIATES INC.
Engineers - Surveyors
Phone (402) 564-2807
Fax (402) 564-2800
Box 565 2670 33rd Ave
Columbus, Nebraska 68602-0565

Please return to:

Thomas M.Maul
Dvorak Law Group, LLC
3214 25th St.
P.O. Box 145
Columbus, NE 68602-0145
402-564-5880
tmaul@ddlawgroup.com

**EAGLEVIEW 2ND SUBDIVISION
DEVELOPMENT AGREEMENT**

THIS AGREEMENT, made and entered into this ____ day of _____, 2021, by and between CMR HOLDINGS, LLC, a Nebraska limited liability company, (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 EAGLEVIEW 2ND SUBDIVISION, (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

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 14.61 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.. Concrete paving of that portion of the internal 60th Street and 26th Avenue which are part of Lot 7, Block A, to be separately dedicated, lying between Lots 1 through 6 of Block A and Lots 1 through 8 of Block B, 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, the oversized cost shall be paid for by the City, subject to final approval of plans and specifications by the City. All other portions of 26th Avenue shall be a ~~travel~~ gravel or crushed rock surface.

B. Individual septic systems will be constructed by the subsequent owners of each lot within the Area to be Developed in compliance with the rules and regulations of the Nebraska Department of Environment and Energy.

C. The storm water sewer system shall be constructed according to city standards in dedicated street rights-of-way and easements, per plat (Exhibit "A") to be located on storm water system plan prepared by a Nebraska Licensed Civil Engineer. The Subdivider will be responsible for the design, financing and construction of said storm sewer system improvements. The entire cost of storm sewer improvements shall be paid by the Subdivider, with exception of storm sewer mains 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.

D. 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.

E. Subsequent lot owners 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.

F. Grading for the Area to be Developed shall be completed by the Subdivider at the Subdivider's expense pursuant to the drainage plan elevations to be provided by THE ENGINEER Associates and submitted with the Final Plat. Post construction storm water management systems shall be installed and maintained and fully functional in accordance with

the City of Columbus Code of Ordinances, Chapter 53, a 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 to the City as part of the City's Municipal Storm Sewer Separation System requirements.

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

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 IV

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

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

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

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

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

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

SECTION VI

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

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

ATTEST:

CITY OF COLUMBUS

CITY CLERK

MAYOR Date

APPROVED AS TO FORM

CITY ATTORNEY

SUBDIVIDER

CMR HOLDINGS, LLC

By _____
Chase E. Lambert, Managing
Member

Dated this ____ day of _____, 2021.

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

On this ____ day of _____, 2021, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Chase E. Lambert, 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 limited liability company.

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

Notary Public

(My commission expires: _____)

EXHIBIT A

EAGLEVIEW 2ND SUBDIVISION

A MAJOR SUBDIVISION OF PART OF LOT 2 EAGLEVIEW 1ST SUBDIVISION
LOCATED IN THE E1/2 OF THE E1/2 OF THE SW1/4 AND THE W1/4 OF THE W1/2 OF
THE SE1/4 OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M.,
PLATTE COUNTY, NEBRASKA

More specifically described as:

A tract of land located in Lot 2, Eagleview 1st Subdivision, in the E 1/2 of the E 1/2 of the SW 1/4 and the W 1/4 of the W 1/2 of the SE 1/4 of Section 6, T17N, R1E of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Commencing at the southwest corner of the SE 1/4 of Section 6, T17N, R1E of the 6th P.M., Platte County, Nebraska, and assuming the south line of said SE 1/4 to have a bearing of S 89°27'33" E; thence S 89°27'33" E, on said south line, a distance of 135.57 feet; thence N 00°32'27" E, a distance of 50.00 feet, to the point of beginning, said point being on the south line of Lot 2, Eagleview 1st Subdivision; thence northwesterly on the arc of a 265.00-foot radius non-tangent curve concave southwesterly, a distance of 213.10 feet, said curve having a long chord bearing of N 24°41'52" W, a distance of 207.40 feet; thence N 00°07'24" E, parallel with the east line of the W 1/4 of the W 1/2 of the SE 1/4, a distance of 1913.81 feet; thence N 89°18'39" W, a distance of 360.52 feet; thence N 62°03'23" W, a distance of 138.36 feet; thence S 00°08'46" W, a distance of 230.64 feet; thence N 89°51'14" W, a distance of 224.98 feet, to the west line of Lot 2, Eagleview 1st Subdivision; thence N 00°08'40" E, on said west line, a distance of 654.48 feet, to the northwest corner of Lot 2, Eagleview 1st Subdivision; thence S 89°18'11" E, on the north line of Lot 2, Eagleview 1st Subdivision, a distance of 992.76 feet, to the northeast corner of Lot 2, Eagleview 1st Subdivision; thence S 00°07'24" W, on the east line of Lot 2, Eagleview 1st Subdivision, a distance of 425.00 feet; thence N 89°52'36" W, a distance of 225.00 feet; thence S 00°07'24" W, parallel with the east line of Lot 2, Eagleview 1st Subdivision, a distance of 1870.13 feet; thence southeasterly, on the arc of a 100.00-foot radius curve concave northeasterly, a distance of 72.17 feet, said curve having a long chord bearing S 20°33'07" E, a distance of 70.61 feet; thence southeasterly, on the arc of a 350.00-foot radius curve, concave southwesterly, a distance of 245.05 feet, to a point on the south line of Lot 2, Eagleview 1st Subdivision, said curve having a long chord bearing of S 21°10'11" E, a distance of 240.07 feet; thence N 89°27'33" W, on the south line of Lot 2, Eagleview 1st Subdivision, a distance of 85.06 feet, to the point of beginning, said tract containing 14.61 acres, more or less.

8. **Public hearing - Application of Meadow Ridge Properties, LLC for final plat and development agreement of Meadow Ridge Ninth Addition (west of intersection of 42 Street and 54 Avenue).**

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

You are hereby notified that a public hearing before the Planning Commission of the City of Columbus, Nebraska, will be held on Monday, September 13, 2021, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the final plat and development agreement of Meadow Ridge Ninth Addition, a tract of land located in the North 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows: Commencing at the Northwest Corner of the North 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska; thence S 02°05'54" E on the West line of said North 1/2, 82.07 feet to the Point of Beginning; thence N 88°06'37" E, 558.41 feet to the Northwest corner of Meadow Ridge Seventh Addition to the City of Columbus, Platte County, Nebraska; thence S 02°12'51" E on the West line of said Meadow Ridge Seventh Addition, 277.92 feet to the Southwest corner of said Meadow Ridge Seventh Addition; thence S 88°06'52" W on the North line of Meadow Ridge Eighth Addition to the City of Columbus, Platte County, Nebraska, 125.00 feet to the Northwest Corner of said Meadow Ridge Eighth Addition; thence S 02°14'17" E, 21.05 feet; thence S 87°45'45" W, 434.04 feet to a point on the West line of the Southwest 1/4 of said Southeast 1/4; thence N 02°05'39" W on said West line, 301.60 feet to the Point of Beginning, containing 3.79 acres, more or less (west of intersection of 42 Street and 54 Avenue) 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 Planning Commission will hold a separate public hearing as to whether said Addition as above described 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.

CITY OF COLUMBUS, NEBRASKA
Janelle Kline, City Clerk

Publish: 09:02:21
Two Affidavits of Publication

The City of **Columbus**

MEMORANDUM

DATE: September 7, 2021
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: Meadow Ridge Ninth Addition - Final Plat

RECOMMENDATION:

I recommend the approval of the final plat of Meadow Ridge Ninth Addition as it is consistent with the Preliminary Plat. The Preliminary Plat was approved by the Planning Commission on August 9th, 2021, and City Council on August 16th, 2021.

DISCUSSION:

The addition consists of 12 residential lots, paving and utility extensions, and a temporary stormwater treatment area.

Temporary drainage easements for another addition will be relinquished prior to the filing of the final plat by the developer.

The property will be voluntary annexed as part of the major platting process.

FISCAL IMPACT:

Minor costs for street and utility maintenance.

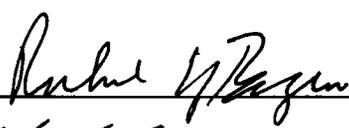
ALTERNATIVE:

Do not approve.

CONCURRENCE:

By: _____ Dan Curtis

SIGNATURE:

By: _____ 

Approved By: _____ 

**MAJOR APPLICATION
FOR SUBDIVISION OR ADDITION
PRELIMINARY PLAT / FINAL**

(CIRCLE ONE)

DATE: August 23, 2021

NAME OF SUBDIVISION: Meadow Ridge Ninth Addition

NAME OF PROPERTY OWNER: Meadow Ridge Properties, LLC

CONTACT INFORMATION:

NAME OF REPRESENTATIVE OR PROPERTY OWNER: Charles Seedschlag

ADDRESS OF REPRESENTATIVE OR PROPERTY OWNER: 4811 37th St, Columbus, NE 68601

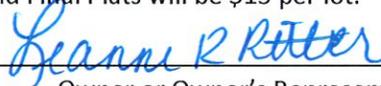
PHONE NUMBER: 402-563-2786

REPRESENTATIVE OR PROPERTY OWNER E-MAIL: charles@walkerfoundations.com

NUMBER OF LOTS IN SUBDIVISION: 12

ADDRESS OF SUBDIVISION: Part of the N 1/2 of the SW 1/4 of the SW 1/4 of Section 11, T17N, R1W

I hereby apply for a Major Subdivision / Addition and have paid \$300.00 application fee plus additional lot review fees - Preliminary Plats will be \$20 per lot and Final Plats will be \$15 per lot.



Owner or Owner's Representative

Attorney / Legal Counsel for Applicant

Development Agreement submitted on: _____

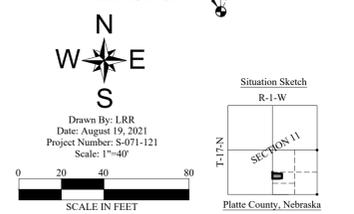
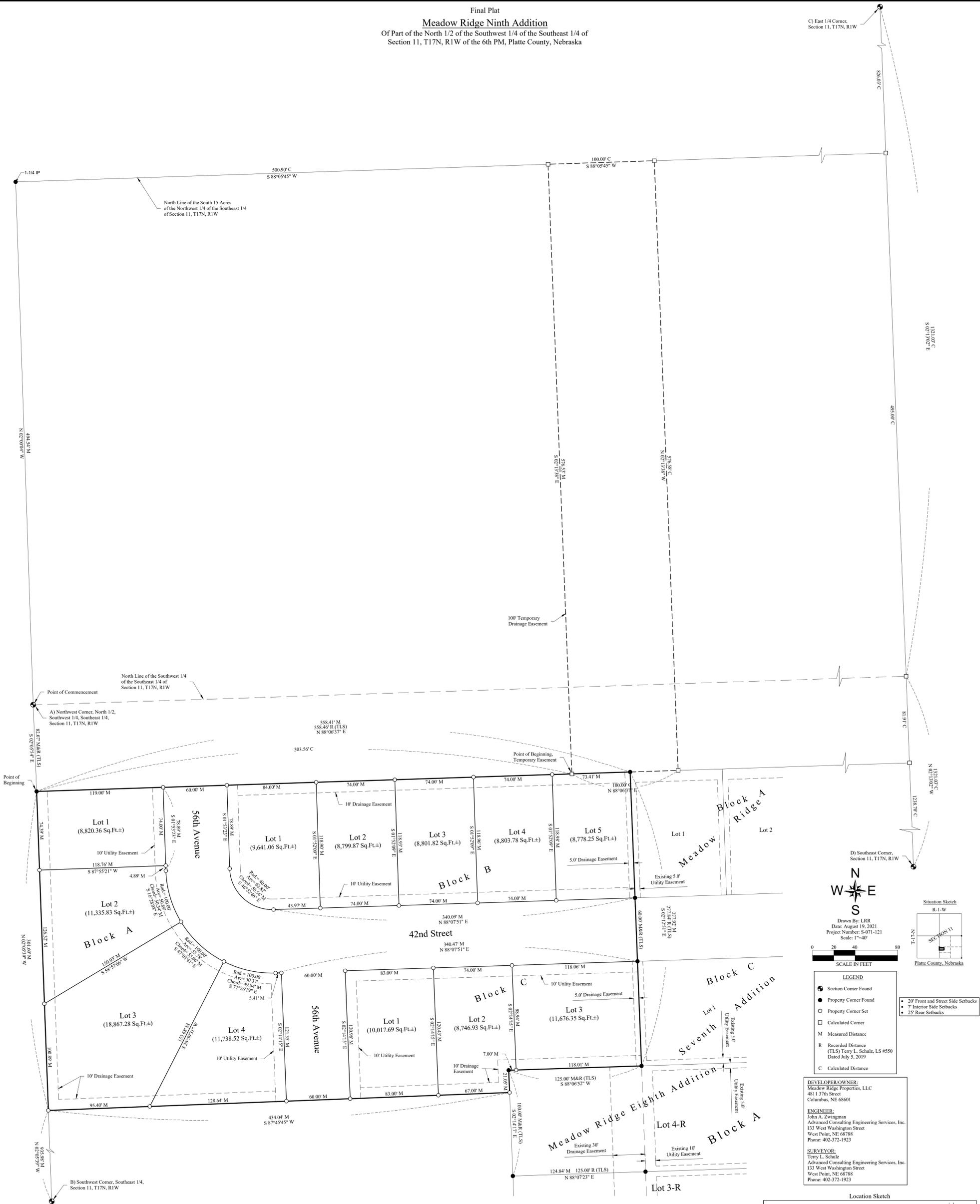
City Attorney

Neal Valorz – nvalorz@1492law.com

Gene G. Schumacher – gschum@1492law.com

Final Plat
Meadow Ridge Ninth Addition
 Of Part of the North 1/2 of the Southwest 1/4 of the Southeast 1/4 of
 Section 11, T17N, R1W of the 6th PM, Platte County, Nebraska

C) East 1/4 Corner,
 Section 11, T17N, R1W



LEGEND	
●	Section Corner Found
○	Property Corner Found
○	Property Corner Set
○	Calculated Corner
M	Measured Distance
R	Recorded Distance
TLS	(TLS) Terry L. Schulz, LS #550 Dated July 5, 2019
C	Calculated Distance

DEVELOPER/OWNER:
 Meadow Ridge Properties, LLC
 4811 37th Street
 Columbus, NE 68601

ENGINEER:
 John A. Zvingman
 Advanced Consulting Engineering Services, Inc.
 133 West Washington Street
 West Point, NE 68788
 Phone: 402-372-1923

SURVEYOR:
 Terry L. Schulz
 Advanced Consulting Engineering Services, Inc.
 133 West Washington Street
 West Point, NE 68788
 Phone: 402-372-1923



This survey was prepared at the request of Charles Seadschlag, Columbus, Nebraska.

FIELD NOTES
 A) Northwest Corner, North 1/2, Southwest 1/4, Southeast 1/4, Section 11, T17N, R1W:
 Found 1" Iron Pipe as Recorded by Clyde R. Flowers, Jr., RLS #357, Dated August 12, 1998.
 8.32' North to Nail and Disc in Brace Post.
 0.60' SSE to Nail and Disc in Corner Fence Post.
 8.02' West to Nail and Disc in Brace Post.

B) Southwest Corner, Southeast 1/4, Section 11, T17N, R1W: Found 3-1/2" Aluminum Cap.
 0.5' East to Range of Fence North-South.
 28.85' North to Aluminum Cap.
 17.50' South to Nail and Disc in Fence Post.
 0.60' SE to Nail and Disc in Fence Post.
 0.69' SE to Nail in Top Fence Post.

LEGAL DESCRIPTION
 A tract of land located in the North 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:
 Commencing at the Northwest Corner of the North 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska; thence S 02°05'54" E on the West line of said North 1/2, 82.07 feet to the Point of Beginning; thence N 88°06'37" E, 558.41 feet to the Northwest corner of Meadow Ridge Seventh Addition to the City of Columbus, Platte County, Nebraska; thence S 02°12'51" E on the West line of said Meadow Ridge Seventh Addition, 277.92 feet to the Southwest corner of said Meadow Ridge Seventh Addition; thence S 88°06'52" W on the North line of Meadow Ridge Eighth Addition to the City of Columbus, Platte County, Nebraska, 125.00 feet to the Northwest Corner of said Meadow Ridge Eighth Addition; thence S 02°14'17" E, 21.05 feet; thence S 87°45'45" W, 434.04 feet to a point on the West line of the Southwest 1/4 of said Southeast 1/4; thence N 02°05'39" W on said West line, 301.60 feet to the Point of Beginning, containing 3.79 acres, more or less.

Temporary Drainage Easement
 A temporary drainage easement located in the North 5 acres of the North 1/2 of the South 1/2 of the Southeast 1/4 and South 1/5 acres of the Northwest 1/4 of the Southeast 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:
 Commencing at the Northwest Corner of the North 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska; thence S 02°05'54" E on the West line of said North 1/2, 82.07 feet; thence N 88°06'37" E, 503.56 feet to the Point of Beginning of Temporary Drainage Easement; thence N 88°06'37" E, 100.00 feet; thence N 02°13'38" W, 576.58 feet to a point on the North line of the South 1/5 acres of the Northwest 1/4 of said Southeast 1/4; thence S 88°05'45" W on said North line, 100.00 feet; thence S 02°13'38" E, 576.53 feet to the Point of Beginning, containing 1.32 acres, more or less.

COLUMBUS, NEBRASKA SCHOOL BOARD
 This Final Plat of MEADOW RIDGE NINTH ADDITION to the City of Columbus, Nebraska, is approved by the Columbus Public Schools on this _____ day of _____, 2021.

School Superintendent _____

DEDICATION
 We, Meadow Ridge Properties, LLC, owners of the described property, MEADOW RIDGE NINTH ADDITION, hereby dedicate the streets, avenues, roads and public grounds designated upon and referred to in this Plat to the use and benefit of the public and provide all easements shown on this Plat for drainage facilities, public utilities, signs and right-of-way. We hereby make said tract of land, so shown on the above Plat, a part of the City of Columbus, Platte County, Nebraska. Said tract of land shall hereinafter be known as MEADOW RIDGE NINTH ADDITION, of Part of the North 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 11, T17N, R1W of the 6th PM, Platte County, Nebraska

Meadow Ridge Properties, LLC _____

STATE OF NEBRASKA) ss
 COUNTY OF PLATTE)

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public, duly commissioned and qualified in and for said County and State, appeared _____, to be personally known to be the identical persons who executed the foregoing instrument and acknowledged the signing thereof to be their voluntary act and deed.

Witness my hand and official seal on the date last written.

My Commission expires: _____

Notary Public _____

COLUMBUS NEBRASKA PLANNING COMMISSION
 This Final Plat of MEADOW RIDGE NINTH ADDITION to the City of Columbus, Nebraska, approved by the Planning Commission this _____ day of _____, 2021.

Chairman _____

COLUMBUS NEBRASKA CITY COUNCIL
 This Final Plat of MEADOW RIDGE NINTH ADDITION to the City of Columbus, Nebraska, approved by Resolution _____ by the City Council this _____ day of _____, 2021.

Mayor _____ City Clerk _____

SURVEYOR'S CERTIFICATE
 I, Terry L. Schulz, a Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me on May 17, 2021; also that all dimensions are in feet and are correct to the best of my knowledge and belief.

Terry L. Schulz, State of Nebraska, R.L.S. #550 Date _____



RETURN TO: Thomas M. Fehring, Fehring & Mielak, LLP, PO Box 400, Columbus, NE 68602-0400
402/563-9617 (phone), 402.563.9618 (fax), thomas.fehring@fmflaw.com

DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered on _____, 2021, by and between **MEADOW RIDGE PROPERTIES, LLC**, a Nebraska Limited Liability Company, (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 MEADOW RIDGE NINTH 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 systems 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 3.79 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 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 shall install water, sanitary and storm sewer systems and street improvements, including sidewalks and trails in accordance with City standards. The Subdivider shall 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 within dedicated right-of-way and easements, per plat (**Exhibit “A”**), the 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 within dedicated right-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 shall be responsible for the design, financing and construction of said storm sewer system improvements. The entire cost of storm sewer improvements shall be paid by the Subdivider, with exception of storm sewer mains located in a dedicated right-of-way or easement area that are greater than 12-inches. In such case, the 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 dedicated

right-of-way and easements per plat (**Exhibit “A”**) on water plan prepared by a Nebraska Licensed Civil Engineer. The Subdivider will be responsible for the design, financing and construction of said water distribution improvements. The entire cost of the water distribution improvements shall be paid by the Subdivider, with exception of water mains located in a dedicated right-of-way or easement area that are greater than six (6) inches. In such case, the cost over 6-inches shall be paid for by the City subject to the final approval of plans and specifications by the City.

F. Natural gas distribution mains, if any, shall be located within a dedicated street right-of-way dedicated per plat (**Exhibit “A”**), which Subdivider shall 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 shall 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 shall 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 Subdivider’s expense pursuant to the drainage plan elevations to be provided by Advanced Consulting Engineering Services 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 and SWPPP to the City as part of the City’s Municipal Storm Sewer Separation System requirements.

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

MEADOW RIDGE PROPERTIES, LLC
By: Charles Seadschlag, Authorized Member
Dated: _____, 2021.

STATE OF NEBRASKA)
) ss:
COUNTY OF PLATTE)

On _____, 2021, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Charles Seadschlag, 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

8.A. Public hearing - Determine whether Meadow Ridge Ninth Addition should be included within corporate city limits.

9. **Public hearing - Application of Meadow Ridge Properties, LLC for final plat and development agreement of Meadow Ridge Tenth Addition (west of intersection of 37 Street and 50 Avenue).**

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

You are hereby notified that a public hearing before the Planning Commission of the City of Columbus, Nebraska, will be held on Monday, September 13, 2021, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the final plat and development agreement of Meadow Ridge Tenth Addition, a tract of land located in the Northwest 1/4 of the Northeast 1/4 of Section 14, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows: Beginning at the Northwest corner of Lot 1, Block A, Whispering Meadows Addition to the City of Columbus, Platte County, Nebraska; thence S 02°06'31" E on the West line of said Lot 1, 138.64 feet to the Southwest corner of said Lot 1; thence S 02°02'27" E on the West line of said Whispering Meadows Addition, 211.75 feet to the Southwest corner of Lot 2, Block B of said Whispering Meadows Addition, said point being on the North line of Meadow View Subdivision to the City of Columbus, Platte County, Nebraska; thence S 87°56'39" W on said North line, 104.82 feet; thence S 42°55'35" W on said North line, 113.13 feet to a point on the West line of said Meadow View Subdivision; thence S 02°04'06" E on said West line, 93.82 feet to the Northeast corner of Lot 5, Block 1 of Westbrook Apartment Subdivision to the City of Columbus, Platte County, Nebraska; thence S 88°06'58" W on the North line of said Westbrook Apartment Subdivision, 350.00 feet; thence N 33°13'02" W, 191.18 feet; thence N 14°03'16" W, 253.57 feet; thence N 30°17'03" W, 26.24 feet; thence N 59°42'57" E, 374.00 feet to a point on the West line of Meadow Ridge Eighth Addition to the City of Columbus, Platte County, Nebraska; thence S 30°17'03" E on the West line of said Meadow Ridge Eighth Addition, 180.00 feet to the Southwest corner of Lot 10-R of said Meadow Ridge Eighth Addition; thence N 59°45'15" E on the South line of said Lot 10-R, 149.92 feet to the Southwest corner of Meadow Ridge Subdivision to the City of Columbus, Platte County, Nebraska; thence N 88°12'13" E on the South line of said Meadow Ridge Subdivision, 151.95 feet to the Point of Beginning, containing 7.00 acres, more or less (west of intersection of 37 Street and 50 Avenue) 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 Planning Commission will hold a separate public hearing as to whether said Addition as above described 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.

CITY OF COLUMBUS, NEBRASKA
Janelle Kline, City Clerk

Publish: 09:02:21
Two Affidavits of Publication

The City of **Columbus**

MEMORANDUM

DATE: September 7, 2021
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: Meadow Ridge Tenth Addition - Final Plat

RECOMMENDATION:

I recommend the approval of the final plat of Meadow Ridge Tenth Addition as it is consistent with the Preliminary Plat. The Preliminary Plat was approved by the Planning Commission on August 9th, 2021, and City Council on August 16th, 2021.

DISCUSSION:

The addition consists of 17 residential lots, paving and utility extensions, and stormwater treatment at the Meadow Ridge Addition's regional stormwater treatment facility.

Temporary drainage easements for another addition will be relinquished prior to the filing of the final plat by the developer.

The property will be voluntary annexed as part of the major platting process.

FISCAL IMPACT:

Minor costs for street and utility maintenance.

ALTERNATIVE:

Do not approve.

CONCURRENCE:

By: _____ Dan Curtis

SIGNATURE:

By: _____ 

Approved By: _____ 

**MAJOR APPLICATION
FOR SUBDIVISION OR ADDITION
PRELIMINARY PLAT / FINAL**

(CIRCLE ONE)

DATE: August 23, 2021

NAME OF SUBDIVISION: Meadow Ridge Tenth Addition

NAME OF PROPERTY OWNER: Meadow Ridge Properties, LLC

CONTACT INFORMATION:

NAME OF REPRESENTATIVE OR PROPERTY OWNER: Charles Seedschlag

ADDRESS OF REPRESENTATIVE OR PROPERTY OWNER: 4811 37th St, Columbus, NE 68601

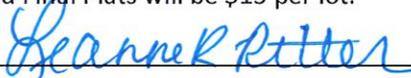
PHONE NUMBER: 402-563-2786

REPRESENTATIVE OR PROPERTY OWNER E-MAIL: charles@walkerfoundations.com

NUMBER OF LOTS IN SUBDIVISION: 18

ADDRESS OF SUBDIVISION: Part of the NW 1/4 of the NE 1/4 of Section 14, T17N, R1W

I hereby apply for a Major Subdivision / Addition and have paid \$300.00 application fee plus additional lot review fees - Preliminary Plats will be \$20 per lot and Final Plats will be \$15 per lot.



Owner or Owner's Representative

Attorney / Legal Counsel for Applicant

Development Agreement submitted on: _____

City Attorney

Neal Valorz – nvalorz@1492law.com

Gene G. Schumacher – gschum@1492law.com

Final Plat
Meadow Ridge Tenth Addition
 Of Part of the Northwest 1/4 of the Northeast 1/4 of
 Section 14, T17N, R1W of the 6th PM, Platte County, Nebraska

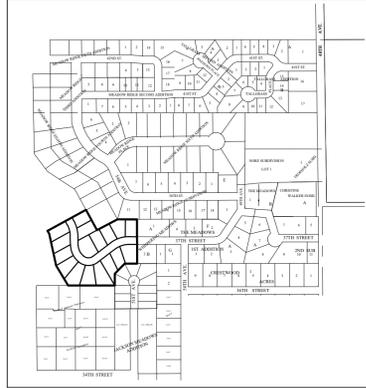


Drawn By: LRR
 Date: August 23, 2021
 Project Number: S-071-127
 Scale: 1"=40'



- 20' Front and Street Side Setbacks
- 7' Interior Side Setbacks
- 25' Rear Setbacks

Location Sketch



- LEGEND**
- Section Corner Found
 - Property Corner Found
 - Property Corner Set
 - M Measured Distance
 - R Recorded Distance
- (TLS) Terry L. Schultz, LS #550
 Dated December 30, 2013,
 July 5, 2019

DEVELOPER/OWNER:
 Meadow Ridge Properties, LLC
 4811 37th Street
 Columbus, NE 68601

ENGINEER:
 John A. Zwingman
 Advanced Consulting Engineering Services, Inc.
 133 West Washington Street
 West Point, NE 68788
 Phone: 402-372-1923

SURVEYOR:
 Terry L. Schultz
 Advanced Consulting Engineering Services, Inc.
 133 West Washington Street
 West Point, NE 68788
 Phone: 402-372-1923

This survey was prepared at the request of Charles Seadschlag, Columbus, Nebraska.

LEGAL DESCRIPTION
 A tract of land located in the Northwest 1/4 of the Northeast 1/4 of Section 14, T17N, R1W of the 6th PM, Platte County, Nebraska, more particularly described as follows:

Beginning at the Northwest corner of Lot 1, Block A, Whispering Meadows Addition to the City of Columbus, Platte County, Nebraska; thence S 02°06'31" E on the West line of said Lot 1, 138.64 feet to the Southwest corner of said Lot 1; thence S 02°42'27" E on the West line of said Whispering Meadows Addition, 211.75 feet to the Southwest corner of Lot 2, Block B of said Whispering Meadows Addition, said point being on the North line of Meadow View Subdivision to the City of Columbus, Platte County, Nebraska; thence S 87°56'39" W on said North line, 104.82 feet; thence S 42°55'35" W on said North line, 113.13 feet to a point on the West line of said Meadow View Subdivision; thence S 02°04'06" E on said West line, 93.82 feet to the Northeast corner of Lot 5, Block 1 of Westbrook Apartment Subdivision to the City of Columbus, Platte County, Nebraska; thence S 88°06'58" W on the North line of said Westbrook Apartment Subdivision, 350.00 feet; thence N 33°13'02" W, 191.18 feet; thence N 14°03'16" W, 253.57 feet; thence N 30°17'03" W, 26.24 feet; thence N 59°42'57" E, 374.00 feet to a point on the West line of Meadow Ridge Eighth Addition to the City of Columbus, Platte County, Nebraska; thence S 30°17'03" E on the West line of said Meadow Ridge Eighth Addition, 180.00 feet to the Southwest corner of Lot 10-R of said Meadow Ridge Eighth Addition; thence N 59°45'15" E on the South line of said Lot 10-R, 149.92 feet to the Southwest corner of Meadow Ridge Subdivision to the City of Columbus, Platte County, Nebraska; thence N 88°12'13" E on the South line of said Meadow Ridge Subdivision, 151.95 feet to the Point of Beginning, containing 7.00 acres, more or less.

DRAINAGE EASEMENT
 Commencing at the Northeast corner of Lot 5, Westbrook Apartment Subdivision to the City of Columbus, Platte County, Nebraska; thence S 88°06'58" W on the North line of said Westbrook Apartment Subdivision, 350.00 feet to the Point of Beginning; thence N 33°13'02" W, 191.18 feet; thence S 01°53'02" E, 143.30 feet; thence S 88°06'58" W and parallel to said North line, 276.78 feet; thence S 01°53'02" E and perpendicular to said North line, 20.00 feet; thence N 88°06'58" E on said North line, 376.20 feet to the Point of Beginning.

SURVEYOR'S CERTIFICATE
 I, Terry L. Schultz, a Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me or under my direct supervision on May 17, 2021, also that all dimensions are in feet and are correct to the best of my knowledge and belief.



Terry L. Schultz, State of Nebraska, R.L.S. #550 Date _____

COLUMBUS NEBRASKA SCHOOL BOARD
 This Final Plat of MEADOW RIDGE TENTH ADDITION to the City of Columbus, Nebraska, is approved by the Columbus Public Schools on this _____ day of _____, 2021.

School Superintendent _____

DEDICATION
 We, Meadow Ridge Properties, LLC, owners of the described property, MEADOW RIDGE TENTH ADDITION, hereby dedicate the streets, avenues, roads and public grounds designated upon and referred to in this Plat to the use and benefit of the public and provide all easements shown on this Plat for drainage facilities, public utilities, signs and right-of-way. We hereby make said tract of land, so shown on the above Plat, a part of the City of Columbus, Platte County, Nebraska. Said tract of land shall hereinafter be known as MEADOW RIDGE TENTH ADDITION, of Part of the North 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 14, T17N, R1W of the 6th PM, Platte County, Nebraska.

Meadow Ridge Properties, LLC _____

STATE OF NEBRASKA) ss
 COUNTY OF PLATTE)

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public, duly commissioned and qualified in and for said County and State, appeared _____ member of Meadow Ridge Properties, LLC, to be personally known to be the identical persons who executed the foregoing instrument and acknowledged the signing thereof to be their voluntary act and deed.

Witness my hand and official seal on the date last written.

My Commission expires: _____

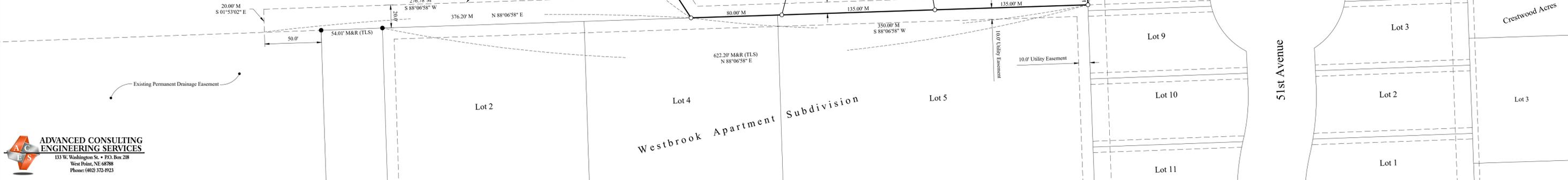
Notary Public _____

COLUMBUS NEBRASKA PLANNING COMMISSION
 This Final Plat of MEADOW RIDGE TENTH ADDITION to the City of Columbus, Nebraska, approved by the Planning Commission this _____ day of _____, 2021.

Chairman _____

COLUMBUS NEBRASKA CITY COUNCIL
 This Final Plat of MEADOW RIDGE TENTH ADDITION to the City of Columbus, Nebraska, approved by Resolution _____ by the City Council this _____ day of _____, 2021.

Mayor _____ City Clerk _____



RETURN TO: Thomas M. Fehring, Fehring & Mielak, LLP, PO Box 400, Columbus, NE 68602-0400
402/563-9617 (phone), 402.563.9618 (fax), thomas.fehring@fmflaw.com

DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered on September ____, 2021, by and between **MEADOW RIDGE PROPERTIES, LLC**, a Nebraska Limited Liability Company, (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 MEADOW RIDGE TENTH 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 systems 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 7.00 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 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 shall install water, sanitary and storm sewer systems and street improvements, including sidewalks and trails in accordance with City standards. The Subdivider shall 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 within dedicated right-of-way and easements, per plat (**Exhibit “A”**), the 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 within dedicated right-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 shall be responsible for the design, financing and construction of said storm sewer system improvements. The entire cost of storm sewer improvements shall be paid by the Subdivider, with exception of storm sewer mains located in a dedicated right-of-way or easement area that are greater than 12-inches. In such case, the 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 dedicated

right-of-way and easements per plat (**Exhibit “A”**) on water plan prepared by a Nebraska Licensed Civil Engineer. The Subdivider will be responsible for the design, financing and construction of said water distribution improvements. The entire cost of the water distribution improvements shall be paid by the Subdivider, with exception of water mains located in a dedicated right-of-way or easement area that are greater than six (6) inches. In such case, the cost over 6-inches shall be paid for by the City subject to the final approval of plans and specifications by the City.

F. Natural gas distribution mains, if any, shall be located within a dedicated street right-of-way or easement areas dedicated per plat (**Exhibit “A”**), which Subdivider shall 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 shall 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 shall 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 Subdivider’s expense pursuant to the drainage and grading plan elevations to be provided by Advanced Consulting Engineering Services 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 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.

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

SUBDIVIDER:

MEADOW RIDGE PROPERTIES, LLC
By: Charles Seedschlag, Authorized Member
Dated: _____, 2021.

STATE OF NEBRASKA)
) ss:
COUNTY OF PLATTE)

On _____, 2021, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Charles Seedschlag, 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

9.A. Public hearing - Determine whether Meadow Ridge Tenth Addition should be included within corporate city limits.

10. **Building report for August 2021.**

City of Columbus
Building Department Monthly Report - August

	August 2021		August 2020			
	Count	Permit Fees	Value	Count	Permit Fees	Value
Accessory Structure	3	\$753.50	\$175500.00	3	\$392.61	\$63384.00
Com Addition	0	\$0.00	\$0.00	0	\$0.00	\$0.00
Com Alteration	3	\$471.25	\$72000.00	0	\$0.00	\$0.00
Com New Construction	3	\$2143.75	\$535000.00	0	\$0.00	\$0.00
Com Plumbing	3	\$92.00	\$10000.00	0	\$0.00	\$0.00
Commercial Construction	0	\$0.00	\$0.00	5	\$4189.40	\$1439682.00
Deck	2	\$161.04	\$23280.00	0	\$0.00	\$0.00
Demolition	0	\$0.00	\$0.00	4	\$75.00	\$10000.00
Fence	23	\$575.00	\$71955.00	0	\$0.00	\$0.00
Plumbing	0	\$0.00	\$0.00	48	\$51.00	\$216500.00
Res Addition	3	\$774.58	\$168232.00	0	\$0.00	\$0.00
Res Alteration	3	\$310.51	\$48820.00	0	\$0.00	\$0.00
Res New Construction	1	\$1094.50	\$390000.00	0	\$0.00	\$0.00
Res Plumbing	31	\$1802.00	\$273700.00	0	\$0.00	\$0.00
Res Pool	0	\$0.00	\$0.00	0	\$0.00	\$0.00
Residential Construction	0	\$0.00	\$0.00	37	\$5822.56	\$1718743.00
Signs	2	\$60.00	\$2800.00	2	\$60.00	\$74500.00
Sprinklers	0	\$0.00	\$0.00	0	\$0.00	\$0.00
YEAR TOTAL	77	\$8238.13	\$1771287.00	99	\$10590.57	\$3522809.00

Population: All Records
Permit.DateIssued Between 8/1/2020 12:00:00 AM
AND 8/31/2021 12:00:00 AM

11. Adjournment.