

Planning Commission  
Monday, April 11, 2022 7:00 PM  
Council Chambers  
1369 25 Avenue  
Columbus, NE 68601

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

# Open Meetings Act

## **Neb. Rev. Stat. § 84-1407. Act, how cited.**

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

## **Neb. Rev. Stat. § 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.

## **Neb. Rev. Stat. § 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.

## **Neb. Rev. Stat. § 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.

**Neb. Rev. Stat. § 84-1411. Meetings of public body; notice; method; contents; when available; right to modify; duties concerning notice; virtual meetings 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  
Open Meetings Act

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.

**Neb. Rev. Stat. § 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.

**Neb. Rev. Stat. § 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.

**Neb. Rev. Stat. § 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.

**Neb. Rev. Stat. § 84-1415. Open Meetings Act; requirements; waiver; validity of action.**

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 March 14, 2022, meeting.**

PLANNING COMMISSION  
March 14, 2022

A meeting of the Planning Commission of the City of Columbus, Nebraska, was convened in open and public session on March 14, 2022, 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 February 24, 2022, 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:** Vice Chair Mueller announced that a copy of the Open Meetings Act is available at this meeting. Present were Members Steve Anderson, Colleen Bray, Bob Elsassner, Melissa Goc, Kim Hoefler, Tom Lange, Josh Mueller, and Tom Pillen. Member Fernando Lopez, Jr. was absent and excused. City staff members included City Attorney Gene Schumacher, City Administrator Tara Vasicek, City Engineer Rick Bogus, Community Development Director Dan Curtis, Planning & Economic Development Coordinator Jean Van Iperen, and City Clerk Janelle Kline. Also present was Mayor James Bulkley.
- 2. Minutes of February 14, 2022, meeting.** The minutes were approved as presented with a motion by Elsassner and a second by Bray. Anderson, Bray, Elsassner, Goc, Hoefler, Lange, Mueller, and Pillen voted "Aye" and none voted "Nay". Lopez was absent.
- 3. Public hearing - Application of Ferguson Properties, Inc. for preliminary plat of Centennial Park 8th Addition (west of 3 Avenue and 2 Street).** Lynn Birkel, Gilmore & Associates on behalf of the applicant, explained the plans for paving, water, sewer, and drainage. The public hearing closed with a motion by Elsassner and a second by Goc. Anderson, Bray, Elsassner, Goc, Hoefler, Lange, Mueller, and Pillen voted "Aye" and none voted "Nay". Lopez was absent. A recommendation was made with a motion by Anderson and a second by Elsassner to approve the preliminary plat of Centennial Park 8th Addition as it is amenable with the Future Land Use Map and is in accordance with the Unified Land Development Ordinance. Anderson, Bray, Elsassner, Goc, Hoefler, Lange, Mueller, and Pillen voted "Aye" and none voted "Nay". Lopez was absent.
- 4. Public hearing - Application of Ferguson Properties, Inc. for preliminary plat of Park Place 10th Addition (west of 48 Avenue and 43 Street).** Lynn Birkel, Gilmore & Associates on behalf of the applicant, explained the plans for paving, water, sewer, and drainage for this addition. The public hearing closed with a motion by Anderson and a second by Elsassner. Anderson, Bray, Elsassner, Goc, Hoefler, Lange, Mueller, and Pillen voted "Aye" and none voted "Nay". Lopez was absent. A recommendation was made with a motion by Elsassner and a second by Lange to approve the preliminary plat of Park Place 10th Addition as it is amenable with the Future Land Use Map and is in accordance with the Unified Land Development Ordinance. Anderson, Bray, Elsassner, Goc, Hoefler, Lange, Mueller, and Pillen voted "Aye" and none voted "Nay". Lopez was absent.
- 5. Public hearing - Application of Granville Custom Homes, LLC for preliminary plat of West Elks 2nd Subdivision (south of 68 Street and 56 Avenue Place), and request for waiver of subdivision regulations for cul-de-sac length as per the Unified Land**

**Development Ordinance.** John Zwingman, Advanced Consulting Engineering Services on behalf of the applicant, explained that there are no plans for water and sewer to this subdivision as the owners will have wells and septic tanks. He further explained that this subdivision will be the same as West Elks 1st Subdivision with the exception of having less green space. He noted the request for a waiver of regulations is to allow a longer cul-de-sac roadway that will be the same as in West Elks 1st Subdivision. The public hearing closed with a motion by Elsasser and a second by Goc. Anderson, Bray, Elssasser, Goc, Hoefer, Lange, Mueller, and Pillen voted "Aye" and none voted "Nay". Lopez was absent. A recommendation was made with a motion by Bray and a second by Elsasser to approve the preliminary plat of West Elks 2nd Subdivision and waiver request on length of the cul-de-sac road as it is amenable with the Future Land Use Map and is in accordance with the Unified Land Development Ordinance. Anderson, Bray, Elssasser, Goc, Hoefer, Lange, Mueller, and Pillen voted "Aye" and none voted "Nay". Lopez was absent.

6. **Public hearing - Application of Granville Custom Homes, Inc. and Paul and Bonita Ramaekers to rezone property located south of 68 Street and 56 Avenue Place from "RR" (Rural Residential District) to "R-1" (Single-Family Residential District) and amend the Future Land Use Map of the Comprehensive Plan accordingly.** Steven Ramaekers, Granville Custom Homes, Inc., explained that this rezoning request is for the West Elks 2nd Subdivision. The public hearing closed with a motion by Bray and a second by Pillen. Anderson, Bray, Elssasser, Goc, Hoefer, Lange, Mueller, and Pillen voted "Aye" and none voted "Nay". Lopez was absent. A recommendation was made with a motion by Elsasser and a second by Bray to approve the rezoning application of Granville Custom Homes, Inc. and Paul and Bonita Ramaekers and amendment to the Future Land Use Map accordingly as it is a good fit for the area and is in conformance with the Unified Land Development Ordinance. Anderson, Bray, Elssasser, Goc, Hoefer, Lange, Mueller, and Pillen voted "Aye" and none voted "Nay". Lopez was absent.
7. **Public hearing - Application of Convergence, LLC for final plat and development agreement of Wishbones Addition (northeast of intersection of Highway 81 and 63 Avenue).** John Zwingman, Advanced Consulting Engineering Services on behalf of the applicant, stated the final plat is consistent with the preliminary plat. The public hearing closed with a motion by Anderson and a second by Pillen. Anderson, Bray, Elssasser, Goc, Hoefer, Lange, Mueller, and Pillen voted "Aye" and none voted "Nay". Lopez was absent. A recommendation was made with a motion by Elsasser and a second by Goc to approve the final plat and development agreement of Wishbones Addition as it is consistent with the preliminary plat. Anderson, Bray, Elssasser, Goc, Hoefer, Lange, Mueller, and Pillen voted "Aye" and none voted "Nay". Lopez was absent.
- 7.A. **Public hearing - Determine whether Wishbones Addition should be included within corporate city limits.** The public hearing closed with a motion by Anderson and a second by Pillen. Anderson, Bray, Elssasser, Goc, Hoefer, Lange, Mueller, and Pillen voted "Aye" and none voted "Nay". Lopez was absent. A recommendation was made with a motion by Goc and a second by Elsasser that Wishbones Addition be included within the corporate city limits. Anderson, Bray, Elssasser, Goc, Hoefer, Lange, Mueller, and Pillen voted "Aye" and none voted "Nay". Lopez was absent.
8. **Public hearing - Application of Convergence, LLC to rezone property located northeast of the intersection of Highway 81 and 63 Avenue from "RR" (Rural Residential District) to "B-2" (General Commercial District) and amend the Future Land Use Map of the Comprehensive Plan accordingly.** John Zwingman, Advanced Consulting Engineering Services on behalf of the applicant, stated that city staff has

determined that a “B-2” designation is appropriate for the horse racing track, stables, hotel, and casino facilities. The public hearing closed with a motion by Elsasser and a second by Pillen. Anderson, Bray, Elssasser, Goc, Hoefler, Lange, Mueller, and Pillen voted “Aye” and none voted “Nay”. Lopez was absent. A recommendation was made with a motion by Elsasser and a second by Lange to approve the rezoning application of Convergence, LLC and amendment to the Future Land Use Map accordingly as it is a good use of the property. Anderson, Bray, Elssasser, Goc, Hoefler, Lange, Mueller, and Pillen voted “Aye” and none voted “Nay”. Lopez was absent.

9. **Building report for February 2022.** The building report was approved as presented with a motion by Elsasser and a second by Anderson. Anderson, Bray, Elssasser, Goc, Hoefler, Lange, Mueller, and Pillen voted “Aye” and none voted “Nay”. Lopez was absent.

8. **Adjournment:** The meeting adjourned at 7:18 p.m.

OFFICE OF THE CITY CLERK

: Janelle Kline

- 3. Public hearing - Application of J.L.O. Properties, LLC to rezone a tract of land south of 32 Street extending 49 Avenue to the south from "B-2" (General Commercial 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, April 11, 2022, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the application to rezone Lots 1 – 11, Crestwood Subdivision, a Subdivision of Lot 1, Demers Subdivision to the City of Columbus, Platte County, Nebraska (a tract of land south of 32 Street extending 49 Avenue to the south) from “B-2” (General Commercial 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 reflect the same 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: 03:31:22  
Two Affidavits of Publication

**CITY OF COLUMBUS  
MEMORANDUM**

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**DATE:** 04/06/2022

**FROM:** Dan Curtis

**TO:** City Administrator Tara Vasicek

**RE:** Rezone Lots 1 - 11, Crestwood Subdivision, a Subdivision of Lot 1, Demers Subdivision to the City of Columbus, Platte Co. Nebraska. from B-2 to R-2.

**RECOMMENDATION:**

I recommend approval of this rezoning from B-2 to R-2 and to amend the Future Land Use map accordingly. I believe R-2 zoning is compatible with the area with the construction of duplexes, 2-unit townhomes or single-family dwellings.

**DISCUSSION:**

We have received an application to rezone Lots 1-11 Crestwood Acres from B-2 to R-2. The applicant intends on building duplexes on each lot however 2- unit townhomes and single-family residential units are also allowed in the R-2 zoning district.

**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: J.L.O. Properties, L.L.C., a Nebraska Limited Liability Company

APPLICANT MAILING ADDRESS: PO Box 581, Columbus NE 68601

APPLICANT PHONE NUMBER: 402 / 563-4465

APPLICANT EMAIL ADDRESS: john@obristandcompany.com

ATTORNEY/FIRM: Thomas M. Fehringer / Fehringer & Mielak LLP

ATTORNEY PHONE NUMBER: 402 / 942-9513

ATTORNEY EMAIL ADDRESS: thomas.fehringer@fmflaw.com

*DAD curby*

ADDRESS OF PROPERTY TO BE REZONED: 3074 Columbus (Lot 1); 3062 Columbus (Lot 2); 2984 Columbus (Lot 3); 2976 Columbus (Lot 4); 2958 Columbus (Lot 5); No Situs Address (Lot 6); 2871 Columbus (Lot 7); 2959 Columbus (Lot 8); 2977 Columbus (Lot 9); 2987 Columbus (Lot 10); and 3063 Columbus (Lot 11). *2954*

**LEGAL DESCRIPTION OF PROPERTY:**

**Lots 1 – 11, Crestwood Subdivision, a Subdivision of Lot 1, Demers Subdivision to the City of Columbus, Platte County, Nebraska.**

PRESENT ZONING CLASSIFICATION: B-2

REQUESTED ZONING CLASSIFICATION: R-2

**DESCRIPTION OF THE REASON FOR THE REZONING APPLICATION:**

**To allow Applicant to use the Property for Single-Family Detached, Duplex, Two Family and Townhouse residential unit purposes.**

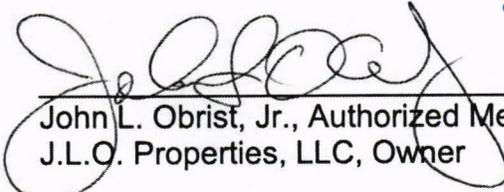
NATURE AND OPERATING CHARACTERISTICS OF THE PROPOSED USE: (Include aerial image of proposed development on property and existing surrounding zoning classifications, any graphic information, including site plans, elevations or other drawings, necessary to describe the proposed use).

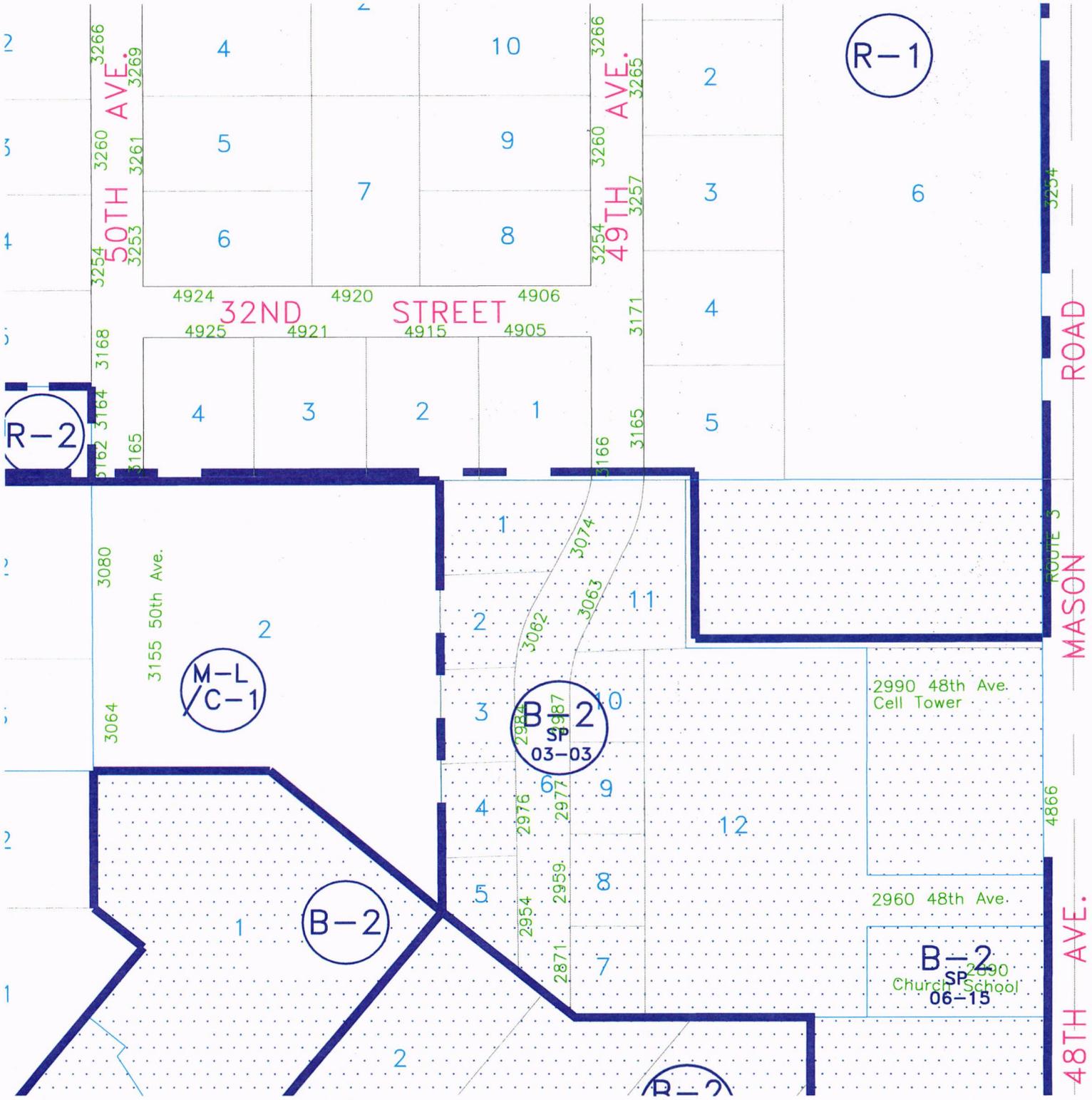
*DAD curby*

**To allow Applicant to use the Property for the purposes of building multi-family residential units.**

*single family and Two-Family Residential*

DATED: March 10, 2022.

  
John L. Obrist, Jr., Authorized Member of  
J.L.O. Properties, LLC, Owner



R-2

R-1

M-L  
/C-1

B-2  
SP  
03-03

B-2

B-2  
SP  
06-15

R-2

50TH AVE.  
3254 3260 3266  
3253 3261 3269

49TH AVE.  
3254 3260 3266  
3257 3265 3269

32ND STREET

MASON ROAD

ROUTE 3

48TH AVE.

3080  
3155 50th Ave.  
3064

2990 48th Ave.  
Cell Tower

2960 48th Ave.

2990  
Church School

4924 4920 4906  
4925 4921 4915 4905

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3165 3166

5254

4866

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4. **Public hearing - Application of Ferguson Properties, Inc. for final plat and development agreement of Centennial Park 8th Addition (west of 3 Avenue and 2 Street).**

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

You are hereby notified that a public hearing before the Planning Commission of the City of Columbus, Nebraska, will be held on Monday, April 11, 2022, at 7 p.m. in the Council Chambers, 1369 25th Avenue, Columbus, Nebraska, on the final plat and development agreement of Centennial Park 8th Addition, a tract of land located in the SE 1/4 of the NE 1/4, Section 29, T17N, R1E of the 6th P.M., Platte County, Nebraska, more particularly described as follows: Beginning at a point on the east line 441.26 feet north of the southeast corner of the NE 1/4 of Section 29, T17N, R1E of the 6th P.M., Platte County, Nebraska, and assuming the east line of said NE 1/4 to have a bearing of S 00°00'10" E, said point of beginning being the southeast corner of Centennial Park 7th Addition to the City of Columbus; thence S 00°00'10" E, on the east line of said NE 1/4, a distance of 307.70 feet; thence N 89°49'03" W, a distance of 699.19 feet; thence S 00°04'15" E, a distance of 34.25 feet; thence N 89°54'13" W, a distance of 180.11 feet; more or less, to the northeast corner of Lot 1, Block B, Glenwood Estates Second Addition to the City of Columbus; thence S 89°59'53" W, on the north line of said Glenwood Estates Second Addition, a distance of 300.21 feet, more or less, to the northwest corner of Lot 1, Block A, Glenwood Estates Second Addition, said point also being the southeast corner of Lot 2, Block A, Kallweit Second Addition to the City of Columbus; thence N 00°01'20" E, on the east line of said Kallweit Second Addition, a distance of 170.17 feet, more or less, to the northeast corner of Lot 1, Block A, Kallweit Second Addition, said point being on the south line of Lot 1, Centennial School 2nd Addition to the City of Columbus; thence N 89°54'19" E, on the south line of Lot 1, Centennial School 2nd Addition, a distance of 9.83 feet, more or less, to the southeast corner of Lot 1, Centennial School 2nd Addition; thence N 00°22'55" W, on the east line of Centennial School 2nd Addition, a distance of 60.00 feet, more or less, to the northeast corner of Lot 1, Centennial School 2nd Addition, said point being on the south line of Lot 1, Block A, Centennial School Addition, to the City of Columbus; thence S 89°42'25" E, on the south line of Lot 1, Block A, Centennial School Addition, a distance of 410.59 feet, more or less, to the southeast corner of said Lot 1, Block A, Centennial School Addition; thence N 00°02'07" W, on the east line of said Lot 1, Block A, Centennial School Addition, a distance of 103.65 feet, more or less, to the southwest corner of Lot 1, Centennial School 3rd Addition, to the City of Columbus; thence S 89°55'07" E, on the south line of said Lot 1, Centennial School 3rd Addition, a distance of 60.00 feet, more or less, to the southeast corner of said Lot 1, Centennial School 3rd Addition; thence N 00°05'14" W, on the east line of said Lot 1, Centennial School 3rd Addition, a distance of 10.00 feet, more or less, to the southwest corner of Lot 1, Block B, Centennial Park 7th Addition to the City of Columbus; thence S 89°49'03" E, on the south line of said Centennial Park 7th Addition, a distance of 699.46 feet, more or less, to the point of beginning, containing 7.59 acres, more or less (west of 3 Avenue and 2 Street) and at said time and place you may appear and be heard.

In addition, you are hereby notified that at the same time and place, the 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: 03:31:22  
Two Affidavits of Publication

The City of **Columbus**

**MEMORANDUM**

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**DATE:** April 6, 2022  
**FROM :** Richard J. Bogus, City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Centennial Park 8<sup>th</sup> Addition – Final Plat

**RECOMMENDATION:**

I recommend the approval of the final plat of Centennial Park 8<sup>th</sup> Addition as it is consistent with the preliminary plat. The preliminary plat was recommended for approval by the Planning Commission on March 14, 2022, and approved by the City Council on March 21, 2022.

**DISCUSSION:**

The addition consists of 20 residential lots, connecting the utility and street system of 2<sup>nd</sup> Street and 5<sup>th</sup> and 6<sup>th</sup> Avenues on the west and provide for a T-intersection at 3<sup>rd</sup> Avenue on the east. The addition will be voluntarily annexed with the platting process.

The storm water treatment will be part of the City's downstream system upon which an agreement will be obtained from the developer.

The addition voluntary annexation is part of this agenda.

**FISCAL IMPACT:**

Minor costs for associated street and utility main extensions.

**ALTERNATIVE:**

Do not approve.

**CONCURRENCE:**

By: Daniel Curtis

**SIGNATURE:**

By: Richard J Bogus

Approved By: [Signature]

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

DATE: March 23, 2022

NAME OF SUBDIVISION: Centennial Park 8<sup>th</sup> Addition

NAME OF PROPERTY OWNER: Ferguson Properties, Inc.

**CONTACT INFORMATION:**

NAME OF REPRESENTATIVE OR PROPERTY OWNER: Lynn Birkel, Gilmore & Associates, Inc.

ADDRESS OF REPRESENTATIVE OR PROPERTY OWNER: 2670 33<sup>rd</sup> Avenue, Columbus, NE 68601

PHONE NUMBER: (402) 564-2807

REPRESENTATIVE OR PROPERTY OWNER E-MAIL: lbirkel@gilmore-engineering.com

NUMBER OF LOTS IN SUBDIVISION: 20

ADDRESS OF SUBDIVISION: West of 3<sup>rd</sup> Avenue & 2<sup>nd</sup> Street

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

Clark Grant

Attorney / Legal Counsel for Applicant

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

City Attorney

Neal Valorz – [nvalorz@1492law.com](mailto:nvalorz@1492law.com)

Gene G. Schumacher – [gschum@1492law.com](mailto:gschum@1492law.com)

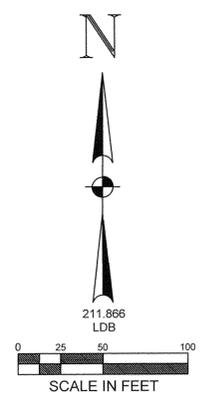
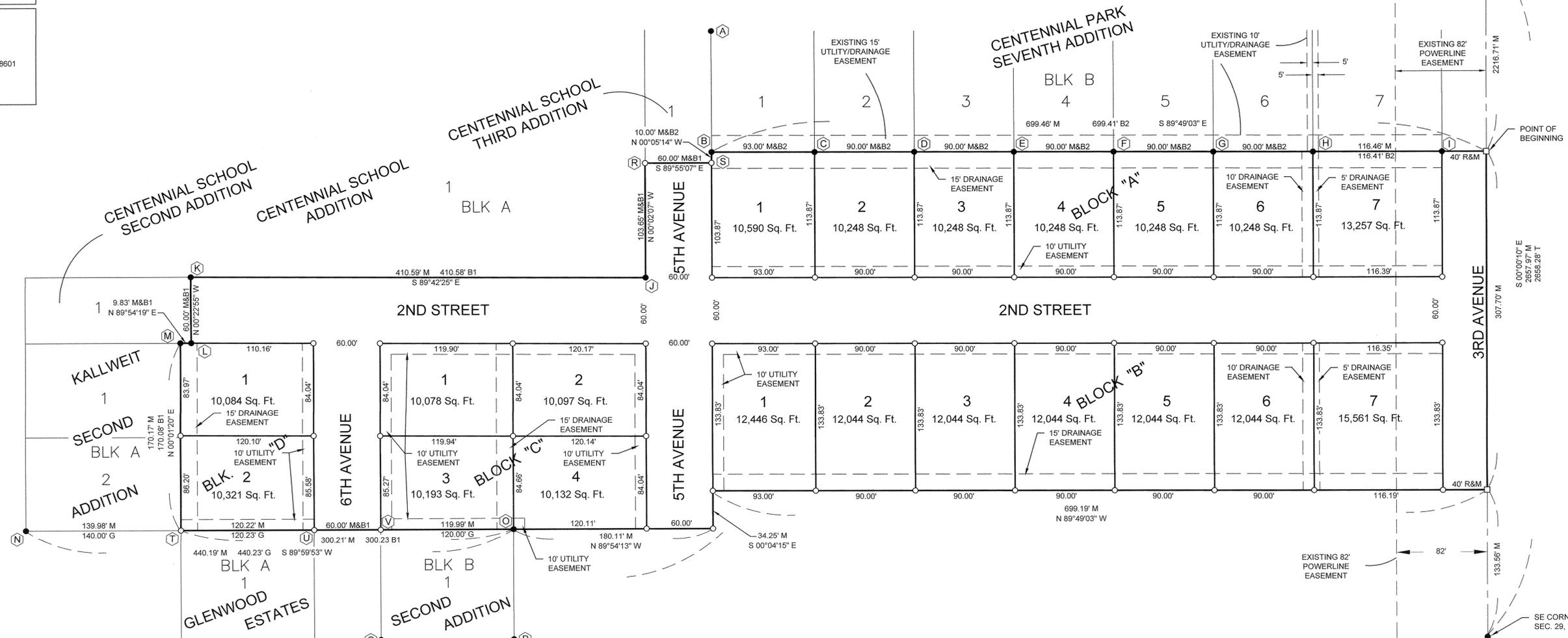
**OWNER/DEVELOPER:**  
 Ferguson Properties, Inc.  
 480-320-0202  
 3154 18th Ave, Suite 9, Columbus, NE, 68601  
 wferguson7@gmail.com

**SURVEYOR/ENGINEER:**  
 Lynn D. Birkel, RLS #497  
 David B. Gilmore, E-6180  
 Gilmore & Associates  
 2370 33rd Avenue, Columbus, NE, 68601  
 (402)-564-2807  
 lbirkel@gilmore-engineering.com  
 davidg@gilmore-engineering.com

# FINAL PLAT

## CENTENNIAL PARK 8th ADDITION

TO THE CITY OF COLUMBUS, LOCATED IN THE SE1/4 OF THE NE1/4 OF THE SECTION 29, T17N, R1E OF THE 6th P.M.,  
 PLATTE COUNTY, NEBRASKA



**LEGAL DESCRIPTION**  
 A tract of land located in the SE 1/4 of the NE 1/4, Section 29, T17N, R1E of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Beginning at a point on the east line 441.26 feet north of the southeast corner of the NE 1/4 of Section 29, T17N, R1E of the 6th P.M., Platte County, Nebraska, and assuming the east line of said NE 1/4 to have a bearing of S 00°00'10" E, said point of beginning being the southeast corner of Centennial Park 7th Addition to the City of Columbus; thence S 00°00'10" E, on the east line of said NE 1/4, a distance of 307.70 feet; thence N 89°49'03" W, a distance of 180.11 feet; more or less, to the northeast corner of Lot 1, Block B, Glenwood Estates Second Addition to the City of Columbus; thence S 89°59'53" W, on the north line of said Glenwood Estates Second Addition, a distance of 300.21 feet, more or less, to the northwest corner of Lot 1, Block A, Glenwood Estates Second Addition, said point also being the southeast corner of Lot 2, Block A, Kallweit Second Addition to the City of Columbus; thence N 00°01'20" E, on the east line of said Kallweit Second Addition, a distance of 170.17 feet, more or less, to the northeast corner of Lot 1, Block A, Kallweit Second Addition, said point being on the south line of Lot 1, Centennial School 2nd Addition to the City of Columbus; thence N 89°54'19" E, on the south line of Lot 1, Centennial School 2nd Addition, a distance of 9.83 feet, more or less, to the southeast corner of Lot 1, Centennial School 2nd Addition; thence N 00°22'55" W, on the east line of Centennial School 2nd Addition, a distance of 60.00 feet, more or less, to the northeast corner of Lot 1, Centennial School 2nd Addition, said point being on the south line of Lot 1, Block A, Centennial School Addition to the City of Columbus; thence S 89°42'25" E, on the south line of Lot 1, Block A, Centennial School Addition, a distance of 410.59 feet, more or less, to the southeast corner of said Lot 1, Block A, Centennial School Addition; thence N 00°02'07" W, on the east line of said Lot 1, Block A, Centennial School Addition, a distance of 103.65 feet, more or less, to the southwest corner of Lot 1, Centennial School 3rd Addition, to the City of Columbus; thence S 89°55'07" E, on the south line of said Lot 1, Centennial School 3rd Addition, a distance of 60.00 feet, more or less, to the southeast corner of said Lot 1, Centennial School 3rd Addition; thence N 00°05'14" W, on the east line of said Lot 1, Centennial School 3rd Addition, a distance of 10.00 feet, more or less, to the southwest corner of Lot 1, Block B, Centennial Park 7th Addition to the City of Columbus; thence S 89°49'03" E, on the south line of said Centennial Park 7th Addition, a distance of 699.46 feet, more or less, to the point of beginning, containing 7.59 acres, more or less.

**FIELD NOTES - Section 29, T17N, R1E**

Southeast Corner, NE 1/4 - Found mag spike with washer as recorded on a survey by Thomas A. Tremel, L.S. #455, dated March 9, 2020.  
 45.02' SE to "X" nails in gate post  
 31.62' E to "X" nails in power pole  
 111.45' NW to center bolt of fire hydrant  
 On range of fence east  
 On centerline of 3rd Avenue north-south

Northeast Corner, NE 1/4 - Found aluminum cap as recorded on a survey by Thomas A. Tremel, L.S. #455, dated March 9, 2020.  
 46.11' NW to "X" nails in corner fence post  
 48.36' SW to "X" nails in power pole  
 47.75' SE to "X" nails in power pole  
 0.6' N to centerline of 8th Street east-west  
 1.1' E to centerline of 3rd Avenue north-south

**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, CENTENNIAL PARK 8th ADDITION, and that the above and foregoing is a true and correct survey thereof and that the lots, blocks, streets, avenues, easements, alleys, and commons and other grounds are well and accurately staked out and marked and correctly designated and shown on the above and foregoing survey. Dated this 23<sup>rd</sup> day of MARCH, 2022.



Lynn D. Birkel, Nebraska L.S. #497  
 GILMORE & ASSOCIATES, INC.

**CITY COUNCIL**

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

The foregoing plat approved by the City Council of Columbus, Nebraska, by Resolution No. \_\_\_\_\_ duly passed by the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Attest:

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

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

**PLANNING COMMISSION**

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

This plat of CENTENNIAL PARK 8th ADDITION to the City of Columbus, Nebraska, approved by the Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
 Chairman

**SCHOOL DISTRICT**

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

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

Attest:

\_\_\_\_\_  
 Secretary

\_\_\_\_\_  
 President

Please return to: Clark J. Grant #18570 1464 27<sup>th</sup> Ave., Columbus, NE 68601 (402)564-3274

CENTENNIAL PARK 8<sup>TH</sup> ADDITION  
DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of April, 2022, by and between FERGUSON PROPERTIES, INC, (hereinafter referred to as "Subdivider") and the CITY OF COLUMBUS, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City")

WITNESSETH

WHEREAS, Subdivider is the owner of the land included within the proposed plat attached hereto as Exhibit "A", commonly known as Centennial Park 8<sup>th</sup> Addition, to the City of Columbus, Platte County, Nebraska, (hereinafter referred to as the "Area to be Developed") within the City's zoning and platting jurisdiction; and,

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

“Property benefited” shall mean property within the Area to be Developed (Exhibit “A”), which will comprise 7.59 acres of property.

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

SECTION I

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

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

B. Concrete paving of internal streets, dedicated per plat (Exhibit "A"), all of said paving to be thirty three (33) feet in width and six (6) inches thick, and shall be constructed according to city standards. The entire cost of paving and storm sewer system improvements except for intersections shall be paid by the Subdivider, with exception of intersection pavement and pavement in excess of thirty-three (33) feet in width and six (6) inches in thickness. In such case, the oversized cost shall be paid for by the City, subject to final approval of plans and specifications by the City.

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

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

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

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

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

H. Subdivider will arrange for street lighting for public streets dedicated per plat (Exhibit "A") 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 Americans 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 install an ADA ramp on the east side of 3<sup>rd</sup> Avenue, south side of intersection, as part of initial construction project.

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

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

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

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

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

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

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

SECTION VI

The Subdivider shall install all public improvements within a time period of two (2) years after the signing of this Development Agreement, except that sidewalks directly in front of houses (if residential) or businesses (if commercial) shall be constructed before the Occupancy Certificate is issued or within four (4) years after the signing of this Development Agreement, whichever comes first. Any extension of this time period may be requested by the Subdivider and if said request receives a favorable recommendation of Planning Commission and approval by the City Council the deadline will be extended pursuant to the new deadline set by the City Council.

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

ATTEST:

CITY OF COLUMBUS

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

\_\_\_\_\_  
MAYOR

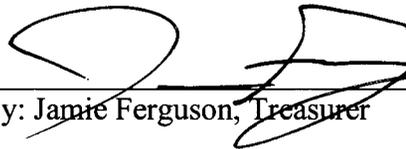
\_\_\_\_\_  
Date

APPROVED AS TO FORM

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

SUBDIVIDER

FERGUSON PROPERTIES, INC., a  
Nebraska corporation

  
By: Jamie Ferguson, Treasurer

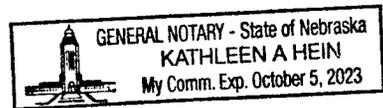
Dated this 5 day of April, 2022.

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF PLATTE    )

On this 5 day of April, 2022, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Jamie Ferguson, as Treasurer of Ferguson Properties, Inc., a Nebraska corporation, 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



4.A. Public hearing - Determine whether Centennial Park 8th Addition should be included within corporate city limits.

5. **Public hearing - Application of Ferguson Properties, Inc. for final plat and development agreement of Park Place 10th Addition (33 Street and east of 48 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, April 11, 2022, at 7 p.m. in the Council Chambers, 1369 25th Avenue, Columbus, Nebraska, on the final plat and development agreement of Park Place 10th Addition, a tract of land located in the SW 1/4 of the NW 1/4 of Section 13, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows: Commencing at the southwest corner of the NW 1/4 of Section 13, T17N, R1W of the 6th P.M., Platte County, Nebraska; thence N 00°03'40" W, on an assumed bearing on the west line of said NW 1/4, a distance of 580.41 feet to the point of beginning; thence S 89°56'06" E, on the north line of Park Place 8th Addition, a distance of 843.64 feet, to the northeast corner of Lot 1, Block B, Park Place 8th Addition; thence S 00°02'53" E, on the east line of said Lot 1, Block B, Park Place 8th Addition, a distance of 3.92 feet, to the northwest corner of Lot 5, Block B, Park Place 7th Addition; thence S 89°55'14" E, on the north line of said Lot 5, a distance of 33.80 feet, to the southwest corner of Lot 5, Block A, Parkplace 9th Addition; thence N 00°02'27" E, on the west line of Parkplace 9th Addition, a distance of 283.93 feet, to the northwest corner of Lot 5, Block B, Parkplace 9th Addition; thence N 89°56'06" W, a distance of 877.95 feet, to a point on the west line of the NW 1/4 of said Section 13; thence S 00°03'40" E, on said west line of the NW 1/4, a distance of 280.00 feet, to the point of beginning, said tract of land containing 5.64 acres, more or less (33 Street and east of 48 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: 03:31:22  
Two Affidavits of Publication

The City of **Columbus**

**MEMORANDUM**

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**DATE:** April 6, 2022  
**FROM :** Richard J. Bogus, City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Park Place 10<sup>th</sup> Addition – Final Plat

**RECOMMENDATION:**

I recommend the approval of the final plat of Park Place 10<sup>th</sup> Addition as it is consistent with the preliminary plat. The preliminary plat was recommended for approval by the Planning Commission on March 14, 2022, and approved by the City Council on March 21, 2022.

**DISCUSSION:**

The addition consists of 20 residential lots, connecting the utility and road of 33<sup>rd</sup> Street to 48<sup>th</sup> Avenue. The addition will be voluntarily annexed with the platting process.

The storm water treatment is part of the existing Park Place regional facility located along 48<sup>th</sup> Avenue.

The addition voluntary annexation is part of this agenda.

**FISCAL IMPACT:**

Minor costs for associated street and utility main extensions.

**ALTERNATIVE:**

Do not approve.

**CONCURRENCE:**

By: Daniel Curtis

**SIGNATURE:**

By: Richard J. Bogus

Approved By: 

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

DATE: March 23, 2022

NAME OF SUBDIVISION: Park Place 10<sup>th</sup> Addition

NAME OF PROPERTY OWNER: Ferguson Properties, Inc.

**CONTACT INFORMATION:**

NAME OF REPRESENTATIVE OR PROPERTY OWNER: Lynn Birkel, Gilmore & Associates, Inc.

ADDRESS OF REPRESENTATIVE OR PROPERTY OWNER: 2670 33<sup>rd</sup> Avenue, Columbus, NE 68601

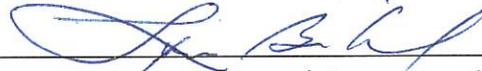
PHONE NUMBER: (402) 564-2807

REPRESENTATIVE OR PROPERTY OWNER E-MAIL: lbirkel@gilmore-engineering.com

NUMBER OF LOTS IN SUBDIVISION: 20

ADDRESS OF SUBDIVISION: East of 48<sup>th</sup> Avenue and 33<sup>rd</sup> Street

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

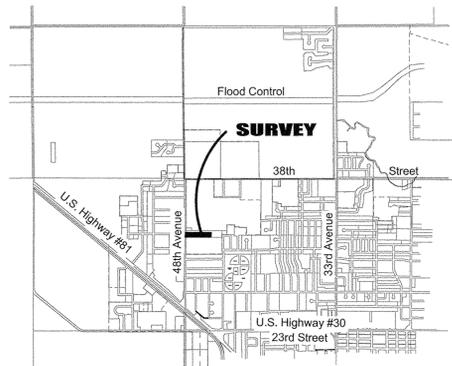
Clark Grant  
Attorney / Legal Counsel for Applicant

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

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

OWNER:  
FERGUSON PROPERTIES, INC.  
3154 18th AVENUE, SUITE 9  
COLUMBUS, NE 68601  
Ph: 480-320-0202  
Email: wbferguson7@gmail.com

SURVEYOR/ENGINEER:  
GILMORE & ASSOCIATES, INC.  
2670 33RD AVENUE  
P.O. Box 565  
COLUMBUS, NE 68601  
Ph: 402-564-2807  
Email: lbirkel@gilmore-engineering.com



**KEY MAP**  
NO SCALE

**CURVE DATA**

- #1 RADIUS = 486.50'  
L = 98.69'  
CH = 98.53'  
LONG CHORD BEARING = N 84°15'12" E
- #2 RADIUS = 141.00'  
L = 28.25'  
CH = 28.20'  
LONG CHORD BEARING = N 84°10'52" E
- #3 RADIUS = 546.50'  
L = 110.87'  
CH = 110.68'  
LONG CHORD BEARING = N 84°15'12" E
- #4 RADIUS = 81.00'  
L = 16.21'  
CH = 16.18'  
LONG CHORD BEARING = N 84°10'27" E

**FIELD NOTES**

"A" - Southwest Corner, NW 1/4, Section 13, T17N, R1W - Found aluminum cap in monument well as recorded on the Park Place 9<sup>th</sup> Addition Plat by myself, dated January 25, 2021.  
33.96' E to "X" nails in power pole  
40.30' W to mag nail in south side of fence post  
60.30' SW to "X" nails in power pole

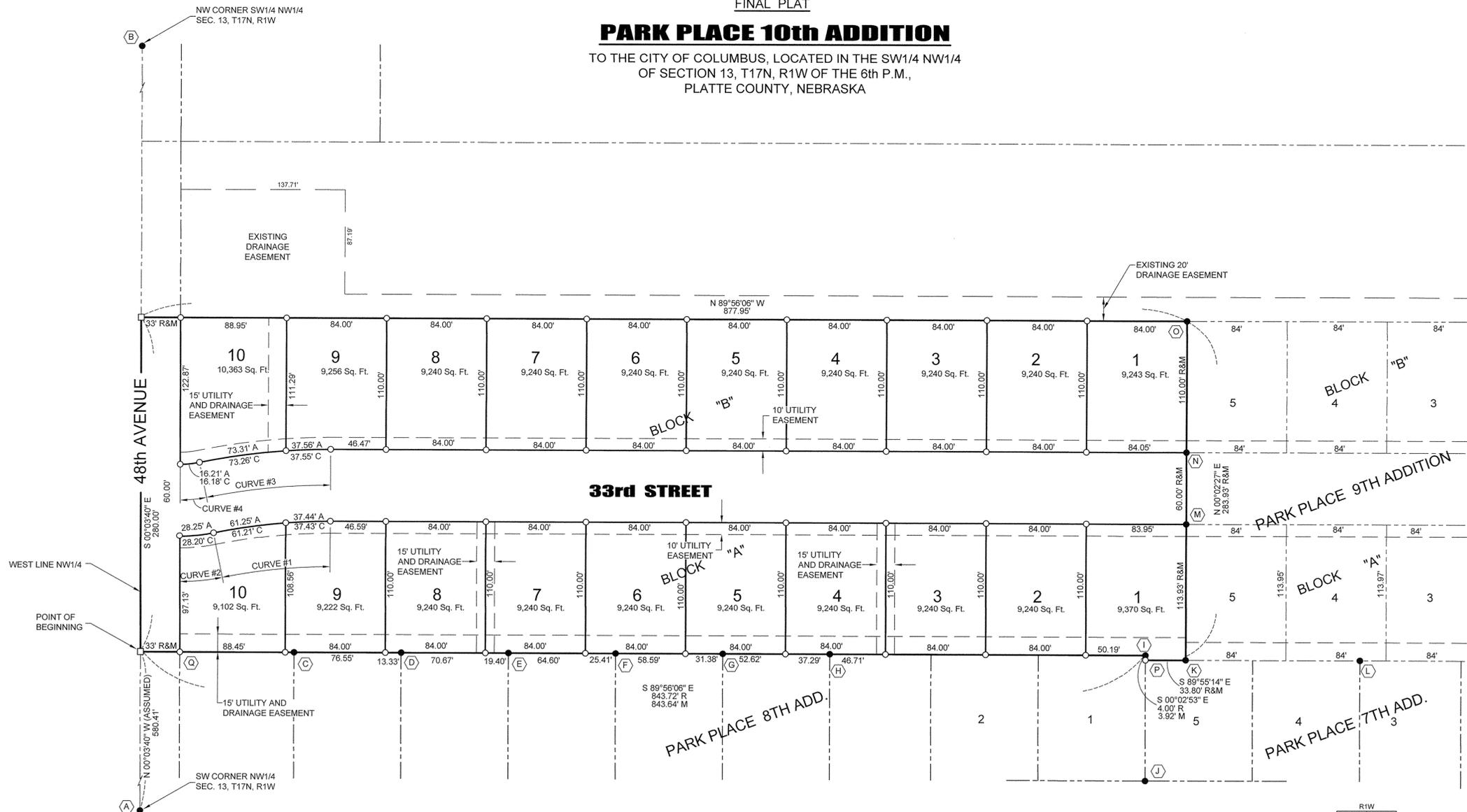
"B" - Northwest Corner, SW 1/4, NW 1/4, Section 13, T17N, R1W - Found aluminum cap in monument well as recorded on the Park Place 9<sup>th</sup> Addition Plat by myself, dated January 25, 2021.  
33.45' W to redhead in power pole  
32.48' E to nail in washer in power pole  
35.50' ESE to nail in washer in fence post

"C", "D", "E", "F", "G", "H", "I", and "J" - Found 5/8" rebars with plastic caps as recorded on the Park Place 8<sup>th</sup> Addition Plat by Brian D. Benck, L.S. #536, dated January 20, 2016.

"K", "M", "N", and "O" - Found 5/8" rebars with plastic caps as recorded on the Park Place 9<sup>th</sup> Addition Plat by myself, dated January 25, 2021.

"L" - Found 5/8" rebar with plastic cap as recorded on the Park Place 7<sup>th</sup> Addition Plat by Brian D. Benck, L.S. #536, dated February 20, 2013.

Set point "P" on the intersection of Line "L-K" and "I-J".  
Set point "Q" on line "I-C" and 33.00 feet from line "A-B".

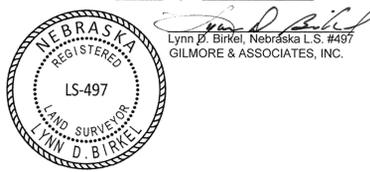


**LEGAL DESCRIPTION**

A tract of land located in the SW 1/4 of the NW 1/4 of Section 13, T17N, R1W of the 6<sup>th</sup> P.M., Platte County, Nebraska, more particularly described as follows:  
Commencing at the southwest corner of the NW 1/4 of Section 13, T17N, R1W of the 6<sup>th</sup> P.M., Platte County, Nebraska; thence N 00°03'40" W, on an assumed bearing on the west line of said NW 1/4, a distance of 580.41 feet to the point of beginning; thence S 89°56'06" E, on the north line of Park Place 8<sup>th</sup> Addition, a distance of 843.64 feet, to the northeast corner of Lot 1, Block B, Park Place 8<sup>th</sup> Addition; thence S 00°02'53" E, on the east line of said Lot 1, Block B, Park Place 8<sup>th</sup> Addition, a distance of 3.92 feet, to the northwest corner of Lot 5, Block B, Park Place 7<sup>th</sup> Addition; thence S 89°55'14" E, on the north line of said Lot 5, a distance of 33.80 feet, to the southwest corner of Lot 5, Block A, Parkplace 9<sup>th</sup> Addition; thence N 00°02'27" E, on the west line of Parkplace 9<sup>th</sup> Addition, a distance of 283.93 feet, to the northwest corner of Lot 5, Block B, Parkplace 9<sup>th</sup> Addition; thence N 89°56'06" W, a distance of 877.95 feet, to a point on the west line of the NW 1/4 of said Section 13; thence N 00°03'40" E, on said west line of the NW 1/4, a distance of 280.00 feet to the point of beginning, said tract of land containing 5.64 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, PARK PLACE 10th ADDITION, and that the above and foregoing is a true and correct survey thereof and that the lots, blocks, streets, avenues, easements, alleys, and commons and other grounds are well and accurately staked off and marked and correctly designated and shown on the above and foregoing survey. Dated this 23<sup>rd</sup> day of MARCH, 2022.



**CITY COUNCIL**

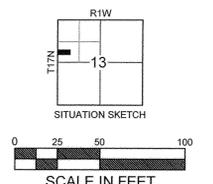
STATE OF NEBRASKA )  
COUNTY OF PLATTE ) ss  
CITY OF COLUMBUS )  
The foregoing plat approved by the City Council of Columbus, Nebraska, by Resolution No. \_\_\_\_\_ duly passed by the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
Attest:  
\_\_\_\_\_  
City Clerk  
\_\_\_\_\_  
Mayor, City of Columbus

**PLANNING COMMISSION**

STATE OF NEBRASKA )  
COUNTY OF PLATTE ) ss  
CITY OF COLUMBUS )  
This plat of PARK PLACE 10th ADDITION to the City of Columbus, Nebraska, approved by the Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
\_\_\_\_\_  
Chairman

**SCHOOL DISTRICT**

STATE OF NEBRASKA )  
COUNTY OF PLATTE ) ss  
CITY OF COLUMBUS )  
The above plat approved by School District No. 001, Platte County, Nebraska  
Attest:  
\_\_\_\_\_  
Secretary  
\_\_\_\_\_  
President



- LEGEND**
- - Monument Found
  - - Set 5/8" x 24" Rebar w/ Plastic Survey Cap
  - - Set PK Nail and Marked Disk
  - R - Recorded Distance
  - M - Measured Distance
  - A - Arc Distance
  - C - Chord Distance



Please return to: Clark J. Grant #18570 1464 27<sup>th</sup> Ave., Columbus, NE 68601 (402)564-3274

PARK PLACE 10TH ADDITION  
DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between FERGUSON PROPERTIES, INC, (hereinafter referred to as "Subdivider") and the CITY OF COLUMBUS, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City")

WITNESSETH

WHEREAS, Subdivider is the owner of the land included within the proposed plat attached hereto as Exhibit "A", commonly known as PARK PLACE 10TH ADDITION, to the City of Columbus, Platte County, Nebraska, (hereinafter referred to as the "Area to be Developed") within the City's zoning and platting jurisdiction; and,

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

"Property benefited" shall mean property within the Area to be Developed (Exhibit "A"), which will comprise 5.64 acres of property.

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

## SECTION I

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

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

B. Concrete paving of internal streets, dedicated per plat (Exhibit "A"), all of said paving to be thirty three (33) feet in width and six (6) inches thick, and shall be constructed according to city standards. The entire cost of paving and storm sewer system improvements except for intersections shall be paid by the Subdivider, with exception of intersection pavement and pavement in excess of thirty-three (33) feet in width and six (6) inches in thickness. In such case, the oversized cost shall be paid for by the City, subject to final approval of plans and specifications by the City.

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

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

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

cost over 6-inches shall be paid for by the City subject to the final approval of plans and specifications by the City.

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

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

H. Subdivider will arrange for street lighting for public streets dedicated per plat (Exhibit "A") 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 also agrees to construct the sidewalk from the north addition line, north through the stormwater treatment facility to the north property line of the Developer's owned property at time of initial construction.

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

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

improvements must be submitted to the City for review and approval prior to the installation of improvements.

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

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

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

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

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

SECTION VI

The Subdivider shall install all public improvements within a time period of two (2) years after the signing of this Development Agreement, except that sidewalks directly in front of houses (if residential) or businesses (if commercial) shall be constructed before the Occupancy Certificate is issued or within four (4) years after the signing of this Development Agreement, whichever comes first. Any extension of this time period may be requested by the Subdivider and if said request receives a favorable recommendation of Planning Commission and approval by the City Council the deadline will be extended pursuant to the new deadline set by the City Council.

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

ATTEST:

CITY OF COLUMBUS

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

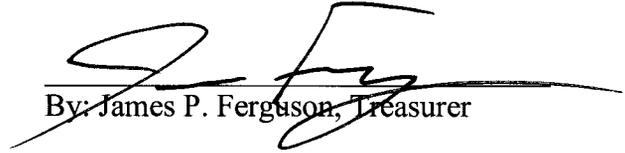
\_\_\_\_\_  
MAYOR Date

APPROVED AS TO FORM

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

SUBDIVIDER

FERGUSON PROPERTIES, INC., a  
Nebraska corporation

  
By: James P. Ferguson, Treasurer

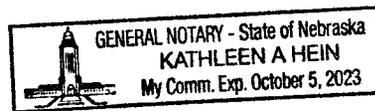
Dated this 5 day of April, 2022.

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF PLATTE    )

On this 5 day of April, 2022, before me a Notary Public, duly commissioned and qualified in and for said County, appeared James P. Ferguson, as Treasurer of Ferguson Properties Inc., a Nebraska corporation, 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



5.A. Public hearing - Determine whether Park Place 10th Addition should be included within corporate city limits.

6. **Public hearing - Redevelopment Plan for B & R Stores Redevelopment Project (Redevelopment Area 1) located northwest of the intersection of 23 Street and 33 Avenue.**

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

Notice is hereby given that a public hearing before the Planning Commission of the City of Columbus, Nebraska, will be held on Monday, April 11, 2022, at 7 P.M., in the City Council Chambers, 1369 25 Avenue, Columbus, Nebraska, to consider and possibly take action on a redevelopment plan entitled: "Redevelopment Plan for B & R Stores Redevelopment Project," for redevelopment pursuant to the Community Development Law, Nebraska Revised Statutes, sections 18-2101, et seq., within a portion of the blighted and substandard West 23rd Street Corridor Area, approximately located along the 23rd Street corridor, between 33 Avenue on the east and 48 Avenue on the west, in Columbus, Nebraska.

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

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

City of Columbus, Nebraska  
Janelle Kline, City Clerk

Publish: 03:24,31:22  
Two Affidavits of Publication



# The City of Columbus

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

## memorandum

**DATE:** April 7, 2022  
**TO:** Planning Commission  
**FROM:** Tara Vasicek, City Administrator  
**RE:** Redevelopment Plan for B & R Stores in the 'West 23<sup>rd</sup> Street Corridor Area' Area 1

### RECOMMENDATION:

Approval of the Redevelopment Plan.

### DISCUSSION:

B & R Stores, owner of Super Saver, is proposing a redevelopment project which includes a new Super Saver grocery store, a gas station and a multi-family residential apartment complex. The total redevelopment project is estimated to cost approximately \$21,500,000. The project is eligible to issue no more than \$1,500,000 in TIF bond(s) or note(s).

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

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

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



**REDEVELOPMENT PLAN FOR  
B & R STORES REDEVELOPMENT PROJECT**

**PREPARED MARCH, 2022**

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

**A. Introduction**

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

Prior to the preparation of this Redevelopment Plan, and in compliance with the Act, the Mayor and City Council of the City designated a portion of the City as a blighted and substandard community redevelopment area, such area being commonly referred to as the “West 23rd Street Corridor Area” (referred to herein as the “Redevelopment Area”). This Redevelopment Plan sets forth a proposed redevelopment project located within the Redevelopment Area to optimize the tax increment financing ("TIF") resources available to offset certain costs deemed eligible for reimbursement by TIF under the Act, and to remove existing and avoid future blighted and substandard conditions, all as further described herein. This Redevelopment Plan contemplates the phased construction of a Super Saver grocery store, a gas station, and a multi-family residential apartment complex, together with such public improvements associated therewith, within the Redevelopment Area (such public and private improvements are collectively referred to herein as the "Redevelopment Project").

**B. Redevelopment Area; Project Site; Existing Conditions**

Exhibit "A", attached hereto and incorporated herein, sets forth the boundaries of the Redevelopment Area. The Redevelopment Area is located along the 23rd Street corridor, between 33rd Avenue on the east and 48th Avenue on the west, in the City. Exhibit "A-1", attached hereto and incorporated herein, sets forth the boundaries and existing conditions of the area to be developed as part of the Redevelopment Project (the "Project Site"). The Project Site is located to the northwest of the intersection of 23rd Street and 33rd Avenue in the City. The Project Site is completely engrossed within the blighted and substandard Redevelopment Area and is in need of redevelopment.

**C. Conformance with the Comprehensive Plan**

It is essential to the City’s comprehensive plan for development (the “Comprehensive Plan”) that dilapidated, inadequate, or deteriorating portions of the City conform to the current and future needs of the City as it continues to grow and expand. Exhibit "B", attached hereto and

incorporated herein, shows a portion of the future use map (showing the Project Site and surrounding areas) included within the City's Comprehensive Plan. The map sets forth a B-2 (General Commercial) designation for future use of the Project Site. General Commercial allows for food sales, fuel sales, and multi-family residential. Accordingly, the anticipated uses associated with the Redevelopment Project conform to the desired use of the Project Site set forth in the Comprehensive Plan's future use map.

The Comprehensive Plan further sets forth the following guidelines and objectives:

- Pursue corridor development along major highways, which takes advantage of the access afforded by an existing highway and its accompanying utility services. Corridor development, if developed to a standard that is compatible with the community's vision for the future, provides infrastructure cost savings and contiguous growth patterns.
- Encourage walkable, neighborhood commercial/retail development (convenience and small grocery stores, coffee shops), located in village-style settings, where Neighborhood Commercial is either clustered at the core of a neighborhood, or along a collector street in the interstitial areas between neighborhoods.
- Use incentives (including TIF) available to the City to incentivize development and economic growth. Such incentives also help to underwrite and mitigate the risks associated with new development.
- Provide a range of affordable housing options for a diverse and expanding workforce.
- Support initiatives to develop affordable and equitable housing.
- Encourage a variety of housing types and sizes to accommodate the needs of existing and prospective residents. This includes, but is not limited to college students, single professionals, families, empty nesters, seniors, and those of varying economic ability. Ensure there are options for convenient, affordable and dignified places to live which are located in proximity to employment centers.
- Encourage business growth in infill locations. In addition to encouraging expansion of existing businesses and attracting new businesses, the community can consider where businesses locate within the community. Encouraging business growth in specific locations, or in proximity to other industries, can help improve the overall quality of life for existing and future residents, workers, and visitors. This improved quality of life also translates into a competitive advantage for local businesses and is critical for strengthening the local economy.

The Redevelopment Project will assist in carrying out the above objectives. Accordingly, the Redevelopment Project is in conformance with and furthers the objectives under the City's Comprehensive Plan.

**D. Redevelopment Project Overview**

The Redevelopment Project consists of the phased construction of a Super Saver grocery store, a gas station, and a multi-family residential apartment complex consisting of 40 to 48 affordable housing units. Exhibit "C", attached hereto and incorporated herein, sets forth the proposed site plan for the Redevelopment Project. The site plan is preliminary in nature and subject to change.

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

“Phase One” will consist of the construction of a new Super Saver grocery store and fuel center on an expanded footprint (than the current store), followed by the demolition of the existing Super Saver grocery store, together with such other public and private improvements ancillary thereto.

“Phase Two” will consist of the construction of a multi-family apartment complex, consisting of approximately 40 to 48 affordable housing units, together with such other public and private improvements ancillary thereto.

While Redeveloper anticipates the Redevelopment Project will be constructed over the course of two phases, the Redevelopment Project requires flexibility and more or less phases (or sub-phases thereof) may be necessary, and are authorized hereunder, as a result of market demand and other extraneous factors.

Columbus Realty Holdings LLC (“Redeveloper”), owns all parcels comprising the Project Site. No public acquisition of the Project Site is anticipated. Redeveloper intends to convey the Phase One property and/or the Phase Two property to separate affiliated entities. If

any such conveyance occurs, the affiliated entity shall assume the Redeveloper's obligations with respect to the applicable lot(s).

No businesses will be displaced as a result of the Redevelopment Project. The Redevelopment Project involves demolition of the existing mobile home park located on the Project Site. The mobile homes within the park are in a dilapidated and dangerous condition which are not conducive to human health and safety. In accordance with the same, Redeveloper intends to terminate the leases with existing tenants of the mobile home park. While this will result in displacement of individuals, such displacement does not trigger the obligation of the Agency and/or Redeveloper to provide relocation assistance under Section 18-2154 of the Act or the Nebraska Relocation Assistance Act. Pursuant thereto, relocation assistance is not required if the displaced persons do not possess the legal right to occupy the premises at the time relocation assistance would otherwise be triggered. With respect to the Redevelopment Project, the tenants of the mobile home park are under month-to-month leases which are terminable, in advance, at Redeveloper's discretion – which will occur prior to development. As such, the tenants do not qualify for relocation assistance. Notwithstanding, Redeveloper intends to provide certain monetary contributions, as a showing of good faith and not as part of any legal obligation, to assist the tenants with moving and relocation costs, in an estimated amount of \$80,000. In the event relocation assistance is otherwise triggered or required under Section 18-2154 of the Act or the Nebraska Relocation Assistance Act, Redeveloper shall be responsible for the same in conformance with such laws.

With respect to the requirements regarding the elimination of housing units under Section 18-2154 of the Act, the 40 to 48 residential units constructed as part of the Redevelopment Project will offset (and exceed) the loss of approximately 28 trailer units resulting from demolition of the mobile home park. The current trailer units are in a dilapidated and unsafe condition. As such, it is not desirable to the City to provide for replacement units of the same exact nature; nor does it believe that is the intent of the Act. Notwithstanding, it is the intent of Redeveloper that the new units are affordable. Accordingly, no plans for replacement housing are necessary other than those included as part of the Redevelopment Project.

**E. Existing Conditions**

**1. Existing Land Use**

The Project Site currently consists of a Super Saver grocery store and a mobile home park.

## **2. Existing Zoning**

The Project Site is currently zoned as a mix of R-1 (Single-Family Residential), ML/C-1 (Light Industrial) and B-2 (General Commercial).

## **3. Existing Public Improvements**

Public access to the Project Site currently exists from both 23rd Street and 33rd Avenue. The Project Site has access to sewer, water, storm sewer, electrical service, public walks, and related infrastructure; though some extension of infrastructure will be necessary.

### **F. Proposed Redevelopment**

#### **1. Public Improvements**

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

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

Public access to the Project Site currently exists via 23rd Street and 33rd Avenue. Redeveloper will reconfigure and construct new access points and internal roadways, as shown on Exhibit "C". Redeveloper will also be required to widen 35th Avenue to meet the City's minimum roadway standards, and construct sidewalks adjacent thereto. The public improvements for the Redevelopment Project will address any traffic and street infrastructure concerns that would otherwise be created by the Redevelopment Project. All streets and other public infrastructure constructed by Redeveloper will be subject to review and approval by the City's engineer or other designee of the City.

b. Construction of Water and Sewer Improvements.

Redeveloper will construct or extend water and sewer systems to provide appropriate service to the new buildings on the Project Site.

c. Other incidental improvements

Following demolition of the existing buildings, Redeveloper will fill and grade the Project Site to facilitate proper drainage of ground water runoff and provide appropriate grading levels to erect the new buildings. Redeveloper also anticipates the construction of electric and gas utilities extending to the buildings on the Project Site. The anticipated public improvements

(and costs related to the public improvements) for the Redevelopment Project are listed in Exhibit "E", attached hereto and incorporated herein.

d. Additional public facilities or utilities

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

e. Property Acquisition, Demolition and Disposal

Approximately 30 feet of space adjacent to 35th Avenue must be dedicated to the City for use as right-of-way in conjunction with the widening of 35th Avenue. The fair market value of the land dedicated to the City shall be a TIF-eligible expense. The City may also vacate a portion of 25th Street, resulting in Redeveloper (or subsequent owner of the Project Site) obtaining one-half of such vacated portion. If Redeveloper desires to obtain the other half of the vacated portion, it shall be responsible for facilitating the same via private purchase from the landowner entitled thereto. Additionally, the City intends to sell a parcel of land (Parcel ID 710086940) adjacent to the Project Site that may be included as part of the Redevelopment Project; provided such sale shall occur via a bidding process in accordance with City code, and the City makes no representations or warranties to Redeveloper with respect thereto. Other than the foregoing, no public acquisition or sale of private property is necessary to accomplish the Redevelopment Project. The existing Super Saver store and mobile home park will be demolished as part of the Redevelopment Project.

f. Population Density

The Project Site currently contains approximately 28 mobile homes. The residential portion of the Redevelopment Project will result in the construction of approximately 40 to 48 dwelling units, thereby resulting in a slight increase in population density.

g. Land Coverage

The Project Site currently consists of the existing Super Saver, which is a 45,112 square foot building situated on a 3.21 acre lot; and the existing mobile home park, which consists of approximately 28 trailers situated on a 4.29 acre lot. The new Super Saver building will be approximately 58,000 square feet, with a 4,050 square foot fuel center, thereby resulting in a modest increase in building coverage. Redeveloper anticipates that the residential component will consist of two multi-story buildings, thereby resulting in a decrease in building coverage from the current mobile home park. The land coverage footprint is shown on the site plan set

forth in Exhibit "C". The Redevelopment Project is subject to and must comply with all applicable land coverage ratios required by City code.

h. Parking

The City's zoning code requires one parking space per 500 square feet for commercial, and between 1.5 and 2 spaces per dwelling unit for residential. As shown in Exhibit "C", Redeveloper anticipates the construction of approximately 227 spaces for the grocery store, which exceeds the parking requirements under the City's zoning code (204 spaces); and 72 spaces for the apartments, which falls slightly below the parking requirements under the City's zoning code (80 spaces). It is anticipated that the apartment occupants will be permitted to share in the use of the grocery store's parking lot (or portion thereof); in which case, the shortfall of 8 parking spaces for the apartments will be offset by the 23 additional parking spaces for the grocery store. Otherwise, Redeveloper may be required to seek approval from the City for a decrease in the number of parking stalls for the apartments.

i. Zoning, Building Code and Ordinance

The Project Site is currently zoned as a mix of R-1 (Single-Family Residential), ML/C-1 (Light Industrial) and B-2 (General Commercial). Due to the new Super Saver building being located on a portion of the current R-1 area, it is anticipated that Redeveloper will seek rezoning in conjunction with the replat of the Project Site. Redeveloper will be responsible for all zoning, building code, or ordinance changes that are necessary for the Redevelopment Project.

**2. Private Improvements**

Private improvements for the Redevelopment Project Area consist of the construction of a Super Saver grocery store, a gas station, and a multi-family residential apartment complex consisting of 40 to 48 affordable housing units, in addition to the related facilities and improvements ancillary thereto. Redeveloper or other builders taking reconveyance from Redeveloper will construct the private improvements. Paragraph H of this Redevelopment Plan details the anticipated construction schedule for the private improvements.

**G. Project Costs**

The total estimated costs of the Redevelopment Project are \$21,486,147. The estimated costs of the Redevelopment Project are attached hereto and incorporated herein as Exhibit "D". Such figures are only estimates based upon 2022 pricing, and are subject to change without further amendment of this Redevelopment Plan.

## **H. Implementation**

Redeveloper is unable to undertake the construction in Phase One of the Redevelopment Project without some assurance that Redeveloper can undertake the additional phases. Redeveloper would not undertake the initial public improvements for Phase One but-for the approval of the entire Redevelopment Project and, likewise, the subsequent phases of the Redevelopment Project would not occur but-for these initial public improvements. Accordingly, this Redevelopment Plan contemplates that the costs and expenses of all the public improvements for the Redevelopment Project are eligible TIF uses for each phase of the Redevelopment Project (as allocated); provided there is no duplication of costs.

Redeveloper intends to commence construction on Phase One in spring of 2023. Redeveloper anticipates an approximately one-year construction period for Phase One. Redeveloper intends to commence construction on Phase Two following the completion of Phase One. Redeveloper anticipates a 2-3 year construction period for Phase Two, depending upon the market demand and conditions at the time.

The anticipated start dates and completion dates for the phases are preliminary and subject to change based upon market conditions, availability of materials, workforce availability and other extraneous factors. More or less sub-phases spanning more or less time than the anticipated completion dates listed above may be necessary as a result of such extraneous conditions or factors.

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

## **I. Financing**

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

- (a) That portion of the ad valorem tax the levy produces at the rate fixed each year by or for each public body upon the redevelopment project valuation shall be paid

into the funds of each such public body in the same proportion as are all other taxes collected by or for the body (“Base Tax Amount”); and

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

With respect to the Redevelopment Project, the actual base tax year and Base Tax Amount for each phase of the Redevelopment Project will be established via the notifications from Redeveloper to the Agency referenced in Paragraph H, above, as shall be further detailed in the “redevelopment contract” (as defined in the Act) entered into between Redeveloper and the Agency with respect to the Redevelopment Project. The Agency and Redeveloper anticipate that the effective dates will be different for each phase (or sub-phase thereof), and therefore the increment period for each phase or sub-phase, will be different.

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

### **1. Necessity of TIF**

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

The cost of building a new grocery store and multi-family apartments comes with great financial risk. We are all seeing dramatic increases in construction costs that are beyond our control. Removing the trailer park and replacing it with affordable multi-family housing will tremendously enhance and improve this location and help with the housing affordability crises in Columbus. Without TIF, this project would not move forward to completion.

The City and Agency find the above assertions of Redeveloper regarding the necessity of TIF to be accurate and compelling. In addition thereto, the current conditions of the Project Site, the site preparation costs, and the additional infrastructure needed to transform the Project Site into its highest and best use contribute to the site's blighted and substandard condition and the infeasibility of its development without the assistance of TIF. Accordingly, the Redevelopment Project, as proposed herein, is not economically viable without the assistance of TIF and Redeveloper would not construct the same without TIF.

## **2. Sources and Uses of Financing**

Based upon the projections provided in Exhibit "E", attached hereto and incorporated herein, the Agency and Redeveloper contemplate issuance of one or more TIF bond(s) or note(s) (the "TIF Indebtedness") in an aggregate principal amount not to exceed \$1,500,000. The TIF Indebtedness shall bear interest at a rate not to exceed 4.65% per annum. The final principal and interest amount comprising the TIF Indebtedness shall be determined by the Agency and set forth in the redevelopment contract or resolution authorizing the issuance of the TIF Indebtedness.

The total estimated cost of the Redevelopment Project is \$21,486,147. Redeveloper anticipates that the balance of the public and private costs exceeding the TIF Indebtedness will be financed by a mix of equity and traditional bank financing. If available, Redeveloper may seek additional incentives, such as LIHTC, to offset the bank debt for the housing portion of the Redevelopment Project. The above figures are only projections and are subject to change as a result of market conditions and other extraneous factors.

### **J. Cost-Benefit Analysis**

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

#### Exhibits:

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

**EXHIBIT "A"**

**Redevelopment Area and Existing Land Use**

Depiction of Redevelopment Area:

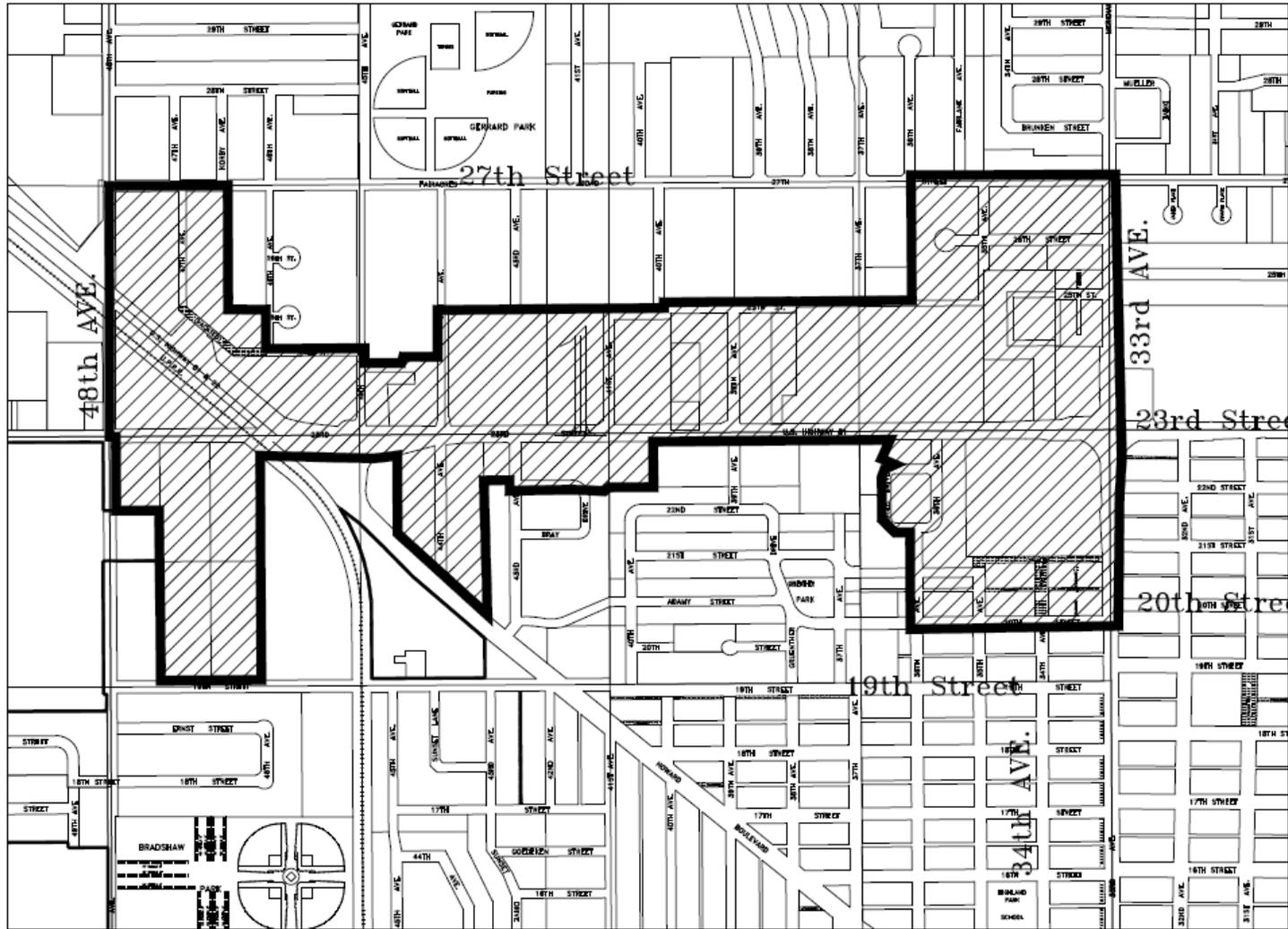


Exhibit "A"

Existing Conditions of Redevelopment Area and Surrounding Area:



Exhibit "A"

**EXHIBIT "A-1"**

**Project Site and Existing Land Use**

**Legal Description:**

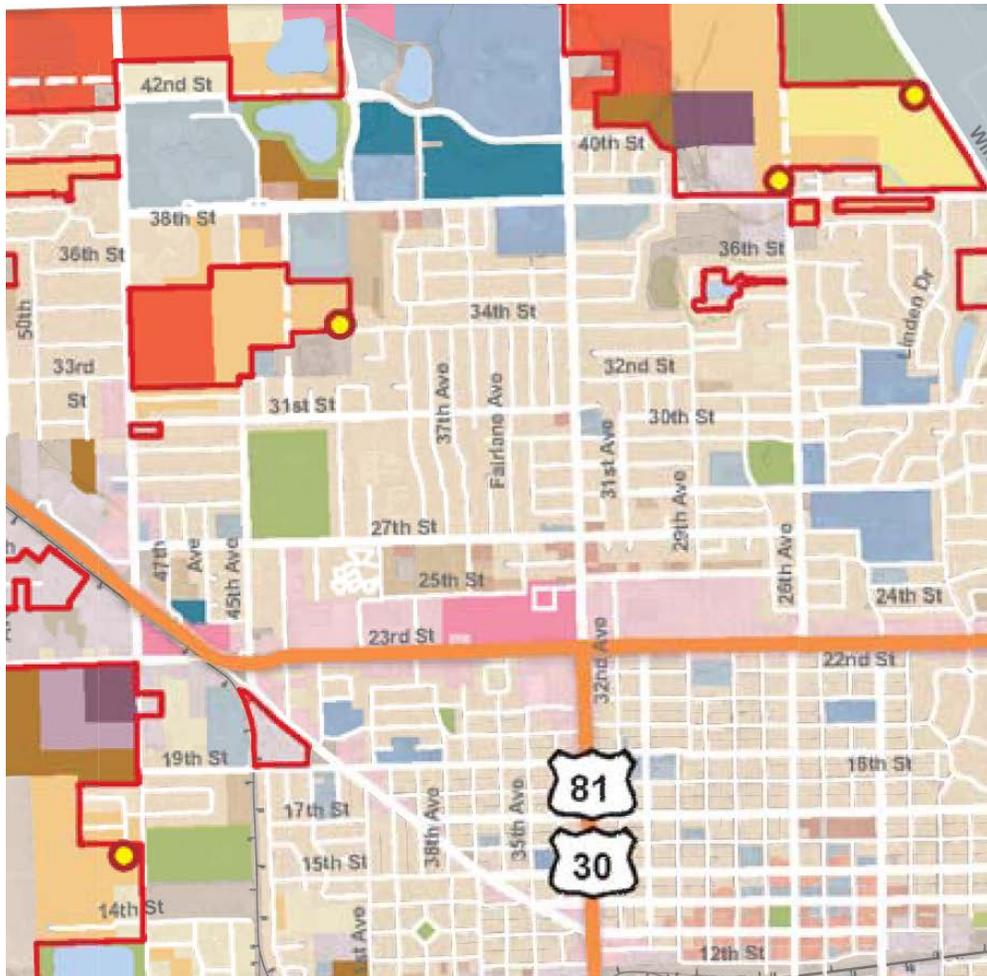
Lot 3, D&L Addition except the north 40.00 feet thereof; Lot 5, Block B, Tiffany's Addition, formerly known as Tiffany's Subdivision and 20.00 feet private drive adjacent to Lots 1, 2, and 3, Block B, Tiffany's Addition, formerly known as Tiffany's Subdivision, and Lot 14, Wagners Addition and all of that part of vacated 34th Avenue, lying adjacent thereto, except highway right-of-way, all in the City of Columbus, Platte County, Nebraska.

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



# EXHIBIT "B"

## Future Land Use Map



### LEGEND

[ ] Planning Area (Two Mile ETJ)

[ ] City Limits

### Future Land Use

[ ] Public Facilities

[ ] Neighborhood Commercial

[ ] General Commercial

[ ] Mixed-Use

[ ] Business Park

[ ] Heavy Industrial

[ ] Large Lot Residential

[ ] General Residential

[ ] Multifamily Residential

\* Project Site designated as General Commercial.



**EXHIBIT "D"**

**Estimate of Construction Costs**

Land Acquisition	\$2,465,147
Site Development	\$492,000
Building Cost	\$17,800,000
Architectural and Engineering Fees	\$329,000
Contingencies	\$180,000
Legal Fees	\$20,000
Financing Costs	\$200,000
<hr/>	
<b>TOTAL</b>	<b>\$21,486,147</b>

\* The above figures are estimated values based on current pricing. These preliminary estimates are subject to change, as Redeveloper has no control over the change in cost of materials and services between the time of the approval of this Redevelopment Plan and commencement of construction.

**EXHIBIT "E"**

**Sources and Uses of TIF**

**USES:**

Land Acquisition	\$2,465,147
Dirt Work and Infill	\$492,000
FMV of Dedicated Land for 35th Ave ROW	\$8,363
Public roads and utilities	\$180,000
Architectural and Engineering Fees	\$329,000
Energy Efficiency Enhancements	\$4,200,000
Legal Fees	\$20,000
<hr/>	
<b>TOTAL</b>	<b>\$7,694,510</b>

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

**SOURCES:**

**General Assumptions:**

Base Value:	\$3,269,205
Final Value:	\$10,776,000
Tax Levy (2021):	1.884353
TIF Indebtedness:	\$1,500,000
Interest Rate:	4.65%



## **EXHIBIT "F"**

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

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

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

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

#### *Notes:*

- 1. The projected TIF Revenues are based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is assumed to be the 2021 levy rate. There has been no accounting for incremental growth over the 15 year TIF period.*

#### **2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the Redevelopment Project:**

##### **a. Public infrastructure improvements and impacts:**

The Redevelopment Project requires public infrastructure installation. Public access to the Project Site currently exists via 23rd Street and 33rd Avenue. Redeveloper will reconfigure and construct new access points and internal roadways. Redeveloper will also be required to widen 35th Avenue to meet the City's minimum roadway standards, and construct sidewalks adjacent thereto. The public improvements for the Redevelopment Project will address any traffic and street infrastructure concerns that would otherwise be created by the Redevelopment Project. Redeveloper will construct or extend water and sewer systems, along with gas and

electrical utilities, to provide appropriate service to the new buildings on the Project Site. The Project Site will be filled and graded to provide for effective surface water runoff. The Agency and Redeveloper do not anticipate that the Redevelopment Project will have a negative impact on now-existing City infrastructure.

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

The Redevelopment Project should create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of TIF will defer receipt of a majority of new ad valorem real property taxes generated by the Redevelopment Project, the Redevelopment Project should generate immediate tax growth for the City. The new grocery store and residential facilities will require and pay for City services. Additionally, the City will collect sales tax on the grocery store sales and a portion of the materials used for the Redevelopment Project. It is not anticipated that the Redevelopment Project will have any material adverse impact on such City services, but will generate revenue providing support for those services.

**3. Impacts on employers and employees of firms locating or expanding within the boundaries of the Project Site:**

The Redevelopment Project will result in expanded business within the Project Site via the construction of a larger Super Saver store. Redeveloper anticipates the expansion will result in the creation of approximately 25-30 new jobs. This will benefit both employers and employees of the store. Accordingly, it is anticipated that the Redevelopment Project will have a positive impact on employers and employees locating or expanding within the boundaries of the Project Site.

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

The new grocery store (and jobs created thereby) and affordable housing units constructed as part of the Redevelopment Project will stimulate economic growth and prosperity for the surrounding areas. Accordingly, the Redevelopment Project is anticipated to have a positive impact on surrounding employers and employees.

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

The increase of population density within the Project Site as a result of the residential portion of the Redevelopment Project may result in a modest increase in school-aged children within the related school districts. However, the increase may be offset by the contemporaneous removal of the mobile home park, and there is no indication that the schools within the district

are unable to withstand an increase in enrollment proportionate to the size of the Redevelopment Project. The school district will not receive taxes from the residences built during the time the increased taxes are utilized to pay the TIF Indebtedness. However, the school district has received state aid to education in the past. Part of the school aid formula involves assessed valuation in the school district. The valuation that generates the TIF payments is not included in the formula and does not count against the state aid that the school district would receive. Taxes on any increase in the base value of the land will benefit the school district. After the TIF Indebtedness is paid, or at the end of the respective 15 years of division of taxes, whichever is sooner, the increased valuation from the residential construction will be available to the school district. As such, Redeveloper and the Agency do not anticipate a negative impact on school districts located within the boundaries of the area of the Redevelopment Project.

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

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

**7. Building report for March 2022.**

Building Department Monthly Report - March

	MARCH 2022			MARCH 2021		
	Count	Permit Fees	Value	Count	Permit Fees	Value
Accessory Structure	6	\$1704.88	\$303217.00	5	\$392.05	\$55600.00
Com Addition	2	\$426.11	\$57980.00	0	\$0.00	\$0.00
Com Alteration	3	\$3444.96	\$1060120.00	1	\$195.00	\$29000.00
Com New Construction	1	\$2908.13	\$1100000.00	1	\$68.75	\$8000.00
Com Plumbing	4	\$378.00	\$46000.00	1	\$28.00	\$0.00
Deck	2	\$99.83	\$10500.00	2	\$115.50	\$15000.00
Demolition	4	\$110.00	\$9000.00	1	\$25.00	\$5000.00
Fence	17	\$456.00	\$43977.00	5	\$125.00	\$11750.00
Plumbing	0	\$0.00	\$0.00	14	\$27.00	\$95650.00
Res Addition	2	\$526.23	\$99480.00	1	\$321.75	\$65000.00
Res Alteration	15	\$1722.38	\$1212635.69	4	\$656.76	\$114127.00
Res New Construction	14	\$13015.42	\$3886766.00	18	\$13852.11	\$4370834.00
Res Plumbing	25	\$1257.00	\$201500.00	15	\$858.00	\$136000.00
Res Pool	1	\$242.00	\$40000.00	1	\$25.00	\$2282.00
Residential Construction	0	\$0.00	\$0.00	22	\$5565.14	\$1599395.00
Signs	3	\$105.00	\$8800.00	0	\$0.00	\$0.00
Sprinklers	0	\$0.00	\$0.00	0	\$0.00	\$0.00
Water Softener	0	\$0.00	\$0.00	0	\$0.00	\$0.00
<b>YEAR TOTAL</b>	<b>99</b>	<b>\$26,395.94</b>	<b>\$8,079,975.69</b>	<b>91</b>	<b>\$22,255.06</b>	<b>\$6,507,638.00</b>

Population: All Records  
 Permit.DateIssued Between 3/1/2021 12:00:00 AM  
 AND 3/31/2022 12:00:00 AM

**8. Adjournment.**