

Planning Commission  
Monday, September 9, 2019 7:00 PM  
Council Chambers  
1369 25 Avenue

{{Name: Agenda Item Name}}

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

1. **Statement of Compliance with Open Meetings Act and roll call.**
2. **Minutes of August 12, 2019, meeting.**
3. **Public hearing - Consider second supplement to redevelopment plan entitled "Amendment to the 33rd Avenue and U.S. Highway 30 Redevelopment Plan" for Phase II of the WHO Development Redevelopment Project. (Continued from August 12, 2019, meeting.)**
4. **Public hearing - Application of Gary Potter for preliminary plat of Harry Potter Subdivision (4180 48 Avenue).**
5. **Public hearing - Application of Loup Power District for final plat and development agreement of Energy Triangle Second Addition (south and east of the intersection of Old Monastery Road and Lost Creek Parkway).**
  - A. Public hearing - Determine whether the portions of Energy Triangle Second Addition not previously included within the corporate city limits should be included within corporate city limits.
6. **Public hearing - Application of JARA Properties, LLC to rezone property at 1770 25 Avenue from "R-1" (Single-Family Residential District) to "R-3" (Multiple-Family Residential District).**
7. **Proposed amendment to city code to amend 2012 International Residential Code to delete the requirement for fire protection of residential floors, delete the requirement for self-closing hinges on door between house and garage, and update Table R301.2(1) to conform with minimum code standards.**
8. **Building report for August 2019.**
9. **Adjournment**

PLANNING COMMISSION  
August 12, 2019

A meeting of the Planning Commission of the City of Columbus, Nebraska, was convened in open and public session on August 12, 2019, 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 with a copy of the proof of publication being on file in the office of the City Clerk. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor, members of the City Council, and Planning Commission of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

1. **Statement of Compliance with Open Meetings Act and Roll Call:** Chair Hoefler announced that a copy of the Open Meetings Act is posted in the meeting room. Present were Members Steve Anderson, Colleen Bray, Bob Elsasser, Kim Hoefler, Fernando Lopez, Jr., Josh Mueller, Brent Ogle, and Kristy Spawn. Member Chad Kucera was absent and excused. City staff members present included City Attorney Gene Schumacher, Community Development Director Dan Curtis, and Assistant City Clerk Michaela Luckey.
2. **Minutes of July 8, 2019, meeting:** The minutes were approved as presented with a motion by Elsasser and a second by Mueller. Anderson, Bray, Elsasser, Hoefler, Lopez, Mueller, Ogle, and Spawn voted "Aye" and none voted "Nay". Kucera was absent.
3. **Public hearing - Application of Meadow Ridge Properties, LLC for final plat and development agreement of Deer Run Estates Second Subdivision (5800 block of Shady Lake Road):** John Zwingman, on behalf of the applicant, stated that the final plat is consistent with the preliminary plat. No public testimony was heard. The public hearing closed with a motion by Anderson and a second by Elsasser. Anderson, Bray, Elsasser, Hoefler, Lopez, Mueller, Ogle, and Spawn voted "Aye" and none voted "Nay". Kucera was absent. A recommendation was made to the mayor and city council to approve the final plat and development agreement of Deer Run Estates Second Subdivision with a motion by Ogle and a second by Lopez as it is consistent with the preliminary plat. Anderson, Bray, Elsasser, Hoefler, Lopez, Mueller, Ogle, and Spawn voted "Aye" and none voted "Nay". Kucera was absent.
4. **Public hearing – Application of Meadow Ridge Properties, LLC for special use permit to allow resource extraction in an "RR" (Rural Residential District) zone located in vicinity of 5400 block of 34 Street on the north side:** John Zwingman, on behalf of the applicant, stated that the resource extraction will expand the existing borrow west of Westbrook Apartments and the dirt will be used for the development of residential properties. No public testimony was heard. The

public hearing closed with a motion by Elsasser and a second by Mueller. Anderson, Bray, Elsasser, Hoefler, Lopez, Mueller, Ogle, and Spawn voted “Aye” and none voted “Nay”. Kucera was absent. A recommendation was made to the mayor and city council to approve the special use permit application of Meadow Ridge Properties, LLC with a motion by Anderson and a second by Lopez as resource extraction is permitted in an “RR” zoning with a special use permit. Anderson, Bray, Elsasser, Hoefler, Lopez, Mueller, Ogle, and Spawn voted “Aye” and none voted “Nay”. Kucera was absent.

5. **Public hearing - Application of Ron Jecha, on behalf of Randy Johnson, for permit to move a building from 4100 Adamy Street to 6021 60 Avenue:** Randy Johnson stated that he is requesting to move a building from West Park School to West View Mobile Home Park. No public testimony was heard. The public hearing closed with a motion by Anderson and a second by Mueller. Anderson, Bray, Elsasser, Hoefler, Lopez, Mueller, Ogle, and Spawn voted “Aye” and none voted “Nay”. Kucera was absent. A recommendation was made to the mayor and city council to approve the building moving application of Ron Jecha, on behalf of Randy Johnson, with a motion by Anderson and a second by Elsasser. Anderson, Bray, Elsasser, Hoefler, Lopez, Mueller, Ogle, and Spawn voted “Aye” and none voted “Nay”. Kucera was absent.
6. **Public hearing – Consider second supplement to redevelopment plan entitled “Amendment to the 33rd Avenue and U.S. Highway 30 Redevelopment Plan” for Phase II of the WHO Development Redevelopment Project:** The public hearing was continued to the September 9, 2019, meeting at 7 p.m. with a motion by Anderson and a second by Elsasser. Anderson, Bray, Elsasser, Hoefler, Lopez, Mueller, Ogle, and Spawn voted “Aye” and none voted “Nay”. Kucera was absent.
7. **Building reports for July, 2019:** The building report was approved as presented with a motion by Bray and a second by Ogle. Anderson, Bray, Elsasser, Hoefler, Lopez, Mueller, Ogle, and Spawn voted “Aye” and none voted “Nay”. Kucera was absent.
8. **Adjournment:** The meeting adjourned at 7:15 p.m. with a motion by Elsasser and a second by Mueller. Anderson, Bray, Elsasser, Hoefler, Lopez, Mueller, Ogle, and Spawn voted “Aye” and none voted “Nay”. Kucera was absent.

OFFICE OF THE CITY CLERK

: Michaela Luckey

**NOTICE OF HEARING  
TO ALL PARTIES IN INTEREST AND CITIZENS OF  
CITY 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, August 12, 2019, at 7 P.M. in the City Council Chambers, 1369 25 Avenue, Columbus, Nebraska, to consider and possibly take action on a Second Supplement to the Redevelopment Plan entitled: "AMENDMENT TO THE 33RD AVENUE AND U.S. HIGHWAY 30 REDEVELOPMENT PLAN" for Phase II of the WHO Development Redevelopment Project for redevelopment pursuant to the Community Development Law, Nebraska Revised Statutes, Sections 18-2101, et seq., within a portion of Redevelopment Area 1, a/k/a the West 23<sup>rd</sup> Street Corridor Area, located on Lot 4 Legacy Square Subdivision, a subdivision of Lots 1 and 2, Block A, Randall 3rd Addition, Columbus, Platte County, Nebraska as depicted on the map of the redevelopment area, available in the office of the City Clerk at 2424 14 Street, Columbus, Nebraska, telephone number 402-562-4224. Additionally, the cost-benefit analysis for the redevelopment project set forth in the redevelopment plan is available for review in the office of the City Clerk.

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

Dated this 25 day of July, 2019.

City of Columbus, Nebraska  
Janelle Kline, City Clerk

Publish 07:25 and 08:01:19  
One Affidavit of Publication




# The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

## memorandum

DATE: August 8, 2019  
TO: Planning Commission  
FROM: Tara Vasicek, City Administrator   
RE: Second Supplement to the Amended Master Redevelopment Plan for a portion of lots 1 & 2, Randall 3<sup>rd</sup>, Columbus. (The Old WalMart Property)

### RECOMMENDATION:

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

### DISCUSSION:

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

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

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



**SECOND SUPPLEMENT TO THE REDEVELOPMENT PLAN ENTITLED:  
AMENDMENT TO THE 33<sup>RD</sup> AVENUE AND U.S. HIGHWAY 30  
REDEVELOPMENT PLAN  
OF THE CITY OF COLUMBUS, NEBRASKA**

**(PHASE II OF THE WHO DEVELOPMENT REDEVELOPMENT PROJECT)**

The City of Columbus, Nebraska (the "City"), has undertaken a plan of redevelopment within the community pursuant to the adoption of a Redevelopment Plan for a portion of the City identified as the Redevelopment Area for the 33<sup>rd</sup> Avenue and U.S. Highway 30 Area, as amended (the "Master Redevelopment Plan"). The Master Redevelopment Plan was approved by the City Council of the City as of April 2, 2018, via Resolution No. R18-42, as supplemented by that certain First Amendment to the Redevelopment Plan, approved by the Mayor and City Council of the City as of July 2, 2018, via Resolution No. R18-85 (the "First Supplement"). Collectively, the Master Redevelopment Plan and First Supplement are referred to herein as the "Redevelopment Plan". A copy of the Redevelopment Plan is attached hereto and incorporated herein as Exhibit "7". All terms not otherwise defined herein shall have the meanings set forth in the Redevelopment Plan. Should anything in this Supplement conflict with the terms of the Redevelopment Plan, this Supplement shall control. This Supplement shall supersede all terms pertaining to the "Retail/Restaurant" phase of the Redevelopment Plan.

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

The second phase of the Redevelopment Plan shall consist of the construction of an approximately 3,000 square foot restaurant. The space will initially be occupied by a Freddy's Frozen Custard & Steamburgers restaurant. The second phase will also include exterior improvements and finishes to the building, exterior signage, interior lighting, new flooring, new HVAC and plumbing, construction of public restrooms, and approximately 42 new parking stalls (collectively, the "Project"). Who Development, LLC, or its assignee ("Redeveloper"), will undertake construction of the Project.

As provided within the Redevelopment Plan and this Supplement, Redeveloper and the Community Development Agency of the City of Columbus, Nebraska (the "CDA"), anticipate the use of TIF for the Project. The Project would not proceed but for the use of TIF because:

1. According to Redeveloper, the costs of the building, cost of land, new exterior façade, interior bathrooms, walls, lighting, HVAC, electrical, etc. is expected to be significantly greater than the as-completed fair market value of the retail space, in the absence of TIF.

2. This Project is one phase of the overall Master Project, and the initial infrastructure for all of the phases could not be completed without TIF. Without the assistance of TIF for this Project and other phases of the Master Project, Redeveloper (or its assignees) would not be able to proceed with the substantial site improvements and infrastructure improvements that are required within the Redevelopment Area.
3. Redeveloper has entered into a contract to sell the Project Site (defined below) to TR Hospitality Group, LLC, contingent upon the approval of the Project to assist with the TIF-eligible costs associated with and allocated to this Project, including but not limited to the site grading/dirt work, public access drives, utility and detention improvements, and an allocated portion of the fair value of the site acquisition price that will not be paid by the purchase price. Redeveloper is only able to convey the project site contingent upon the availability of TIF to pay for these costs.
4. According to Redeveloper, no buyer or restaurant operator would be able to make a reasonable return on investment without the assistance of TIF to cover the cost of a portion of the eligible public improvements.

Accordingly, the Project would not be economically feasible without the use of TIF and the Project would not occur in the Redevelopment Area without the use of TIF.

**A. The Redevelopment Area**

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

**B. The Project Site**

The project site for the Project is set forth in Exhibit "1" (the "Project Site").

**C. Conformance with Comprehensive Plan**

Paragraph A of the Redevelopment Plan sets forth an analysis of the Project's conformance with the City's Comprehensive Plan.

**D. The Project**

Redevelopment of the Project Site pursuant to this Supplement will eliminate the blighted and substandard conditions on the Project Site and will further the purposes of the Nebraska Community Development Law, Nebraska Revised Statutes Sections 18-2101 et seq. (the "Act"), in conformity with the Redevelopment Plan and the City's Comprehensive Plan. Additionally, the eligible public improvements that are part of the Project will facilitate the further development of the Redevelopment Area and surrounding areas.

Redeveloper intends to complete the following private and public improvements as part of the Project:

## **1. Project Description and Implementation**

The Project involves the construction of an approximately 3,000 square foot restaurant. Redeveloper intends to initially lease the space to Freddy's Frozen Custard & Steakburgers restaurant. The improvements will include, but are not limited to, the following renovations and/or new construction:

- Construction of building;
- Improvements to exterior finishes;
- Construction of exterior signage;
- Installation of interior lighting;
- Installation of flooring;
- HVAC and plumbing improvements;
- Construction of public restrooms; and
- Creation of approximately 42 new parking stalls.

A site plan for the Project is attached hereto as Exhibit "2" and incorporated herein by this reference. Redeveloper estimates that the total cost of the Project (both public and private improvements) will be \$3,351,000, including furniture, fixtures and equipment. The estimated costs related to the Project are attached hereto and incorporated herein as Exhibit "3".

Redeveloper intends to begin construction on the Project upon approval of this Supplement. Construction is scheduled to conclude by May 1, 2020. No businesses or residents will be displaced as a result of the Project.

## **2. The Public Improvements**

As part of the Project, the CDA will capture the available tax increment revenues generated by redevelopment of the Project Site to assist in paying for public improvements that are eligible expenditures under the Act. The anticipated costs of the Project eligible for reimbursement via TIF include, but are not limited to, land acquisition, construction or replacement of utilities, site work, construction of public parking, architectural and engineering fees (related to the public improvements), and legal fees. A breakdown of these estimated costs is attached hereto and incorporated herein as Exhibit "4".

The TIF-eligible costs of the Project provided under Exhibit "4" are estimates and preliminary projections. Final costs shall be determined upon receipt of bids for work and subsequent invoicing. Redeveloper will certify the final costs to the CDA upon completion of the TIF-eligible improvements associated with the Project.

As provided in the Redevelopment Plan, the improvements listed as TIF-eligible expenditures are necessarily upfront expenses that the Redeveloper will incur prior to the

implementation of redevelopment agreements for subsequent phases. The TIF-eligible improvements included as part of the Project may be reasonably allocated between the various phases of the Project and the TIF revenues generated from each phase of the Master Project may be used to assist with the payment of the eligible expenses of the entire Project; provided there is no duplication of costs.

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

#### **E. Implementation and Financing of the Projects**

The City and the CDA contemplate the use of TIF for 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 project redevelopment contract or in the resolution of the CDA authorizing the issuance of bonds pursuant to the Act, as follows:

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

Based upon the 2019 assessed value of \$87,175 for the Project Site and a post-redevelopment valuation of \$1,200,000 for the Project, Redeveloper and the CDA estimate that the Project will generate post-redevelopment annual TIF Revenues of approximately \$21,193. This equates to total estimated TIF Revenues of \$317,895 over the course of fifteen years. Of the estimated \$317,895 in TIF Revenues, the CDA and Redeveloper contemplate issuance of TIF bond or note ("TIF Indebtedness") not to exceed \$215,000 at an interest rate determined by the CDA and set forth in the redevelopment contract (as defined in the Act) or bond resolution for the Project. As shown on Exhibit 4, the anticipated TIF Indebtedness amount does not exceed the anticipated TIF-eligible costs.

The total estimated cost of the Project is \$3,351,000. Redeveloper anticipates that the balance of the public and private costs exceeding the TIF Indebtedness will be financed by a mix of equity (approximately 25%) and a bank loan (approximately 75%). Redeveloper and the CDA will provide a more detailed breakdown of the TIF sources and uses in the redevelopment contract for the Project. The above figures are only projections and are subject to change as a result of market conditions and other extraneous factors.

Redeveloper and the Agency anticipate that upon approval of the Plan and redevelopment contract, Redeveloper will sell the Project Site and assign all obligations for construction of the Project under the redevelopment contract to TR Hospitality Group, LLC, but retain the TIF Indebtedness.

**F. Statutory Elements**

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

**G. Cost-Benefit Analysis**

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

**EXHIBIT “1”  
Project Site**

Legal Description:

LOT 4 LEGACY SQUARE SUBDIVISION A SUBDIVISION OF LOTS 1 & 2 BLOCK A  
RANDALL 3RD ADDITION, COLUMBUS, PLATTE COUNTY, NEBRASKA.

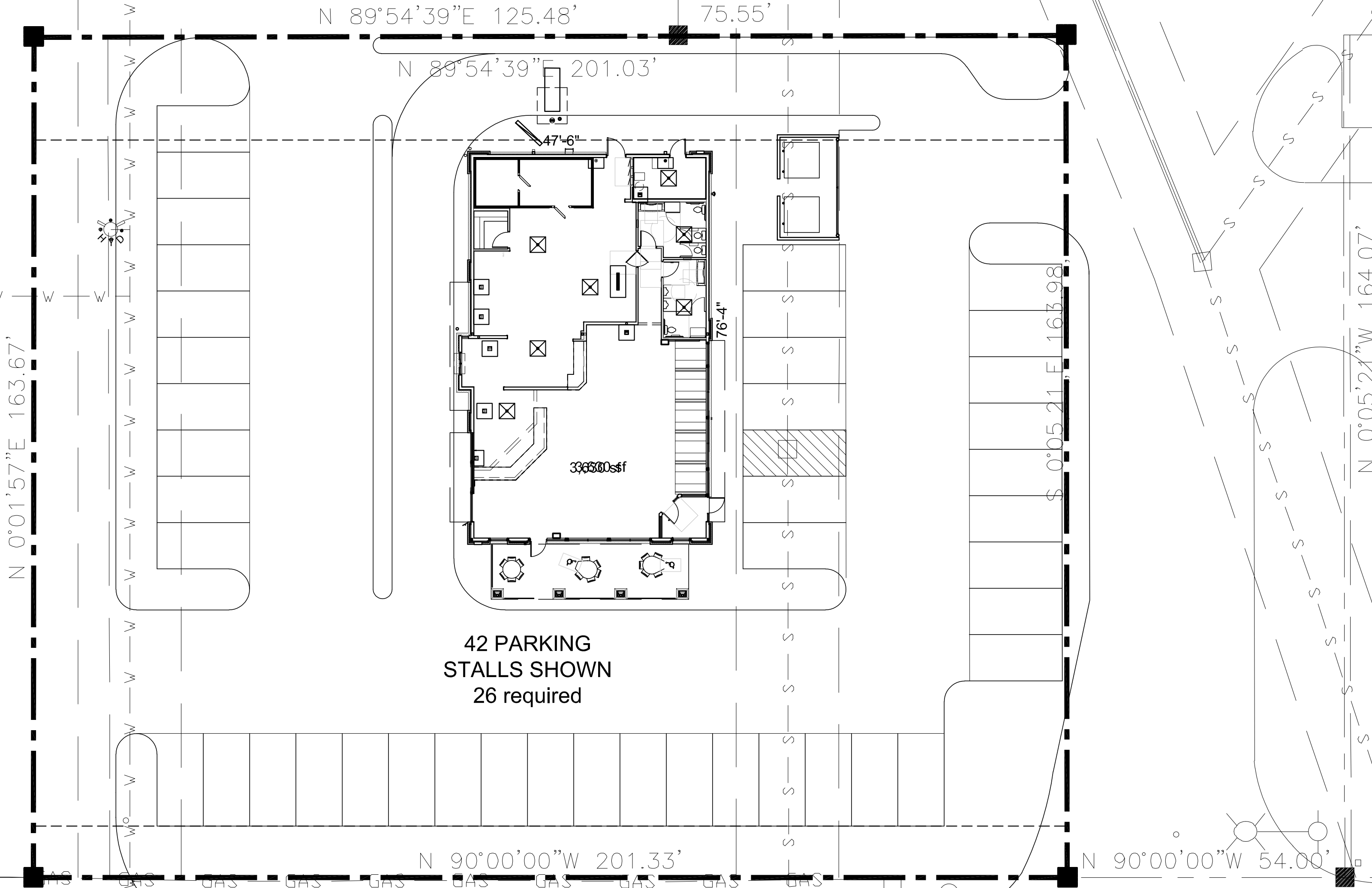
**EXHIBIT “2”  
Project Site Plan**

[See attached]

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

FOR DISPLAY

1.46 ACRE



23rd Street / HWY 81

**A4** SITE PLAN OPTION 3  
SCALE: 1/16"=1'-0"

PROGRESS PRINT  
02.07.19  
11 x 17 = 1/2 scale

SITE PLAN OPTION 3

**plan4**  
ARCHITECTURE  
900 east first st. ste b, mcperson kansas 620.241.4353  
www.plan4arch.com

23rd Street  
Columbus, NE

Contract Date	
Rev No. 1	
Rev No. 2	
Rev No. 3	
Rev No. 4	
Rev No. 5	
Rev No. 6	
Project Number:	19.04
DWG File	BASE SITE
Designed By:	plan4
Drawn By:	CJH
Approved By:	plan4
Date:	

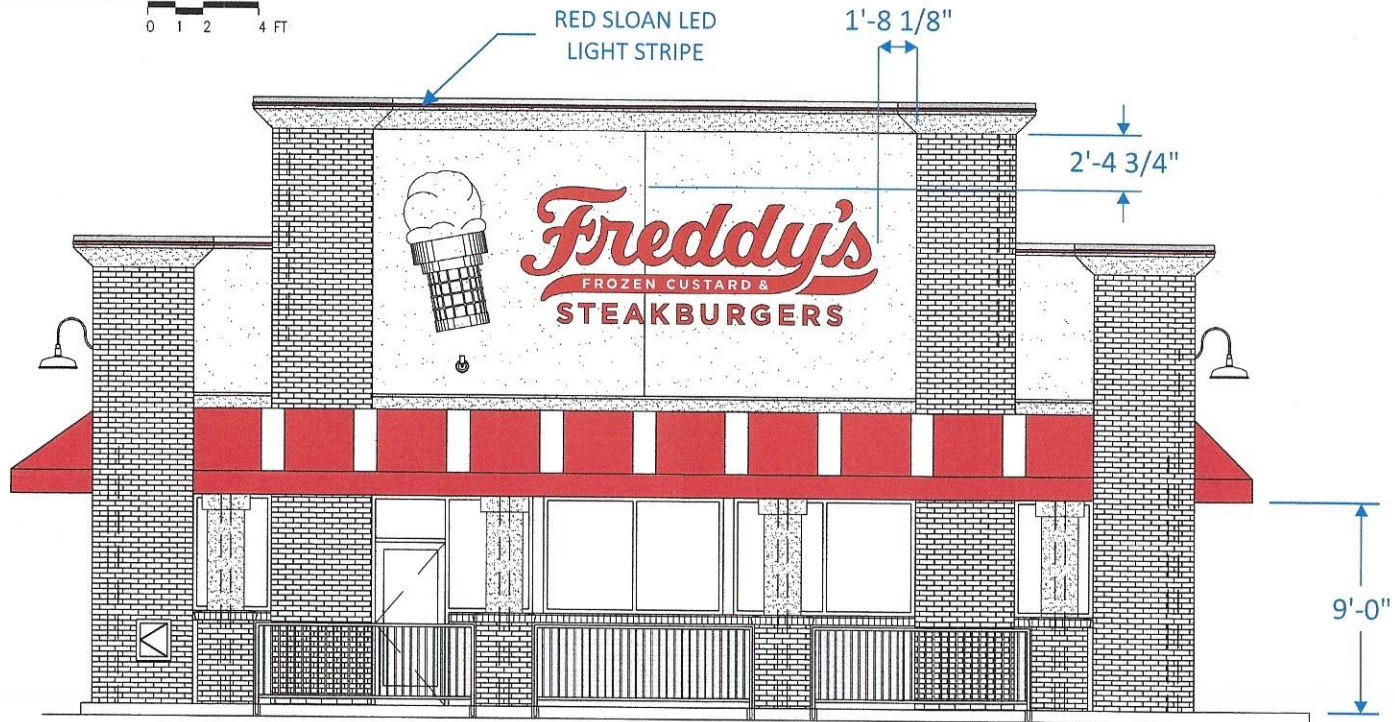
**DISCLAIMER:**  
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SHEET NUMBER  
**AS100**

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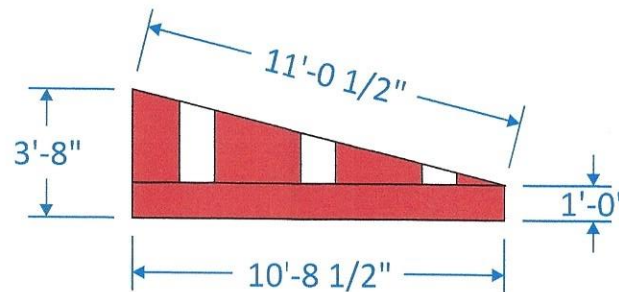
# SOUTH ELEVATION

SCALE: 1/8" = 1'



## LOGO CHANNEL LETTERS

SCALE: 3/16" = 1'



## AWNINING DETAIL

SCALE: 3/16" = 1'

APPROXIMATE LENGTH:  
**38'-10"**



RON'S SIGN COMPANY  
1329 S. Handley St.  
Wichita, KS 67213  
Phone: 1.316.267.8914  
Fax: 1.316.267.0811

JOB #: #  
DATE: 01.24.18  
DESIGNER: A. SMITH  
SALES REP: J. SAINDON  
PROJ MGR: .

ADDRESS: 3300 N. 27th St, Lincoln, NE 68521

(SIGNATURE)  
CLIENT APPROVAL:

DATE:

CUSTOMER:

FREDDY'S FROZEN CUSTARD

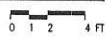
DESIGN PHASE: PROPOSED

SHEET NUMBER:

**1.0**

# EAST ELEVATION

SCALE: 1" = 10'



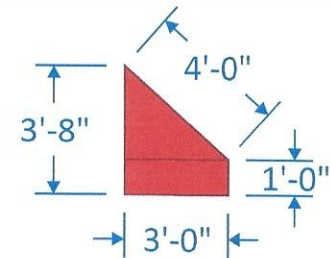
## ITEM CHANNEL LETTERS

SCALE: 3/16" = 1'



## ITEM CHANNEL LETTERS

SCALE: 3/16" = 1'



APPROXIMATE LENGTH:  
**35'-3"**

## AWNINING DETAIL

SCALE: 3/16" = 1'



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1329 S. Handley St.  
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Phone: 1.316.267.8914  
Fax: 1.316.267.0811

JOB #: #  
DATE: 01.24.18  
DESIGNER: A. SMITH  
SALES REP: J. SAINDON  
PROJ MGR: .

ADDRESS: 3300 N. 27th St, Lincoln, NE 68521

(SIGNATURE)  
CLIENT APPROVAL:

DATE:

CUSTOMER:

FREDDY'S FROZEN CUSTARD

DESIGN PHASE: PROPOSED

SHEET NUMBER:

**2.0**

# WEST ELEVATION

SCALE: 1" = 10'



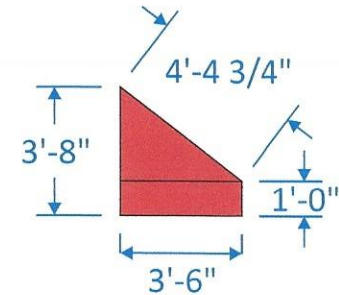
## ITEM CHANNEL LETTERS

SCALE: 3/16" = 1'



## ITEM CHANNEL LETTERS

SCALE: 3/16" = 1'



## UNDER "TURTLE SUNDAES"

APPROXIMATE LENGTH:  
**25'-0"**

## UNDER LOGO SIGN

APPROXIMATE LENGTH:  
**17'-4"**

## AWNING DETAIL

SCALE: 3/16" = 1'



RON'S SIGN COMPANY  
1329 S. Handley St.  
Wichita, KS 67213  
Phone: 1.316.267.8914  
Fax: 1.316.267.0811

JOB #: #  
DATE: 01.24.18  
DESIGNER: A. SMITH  
SALES REP: J. SAINDON  
PROJ MGR: .

ADDRESS: 3300 N. 27th St, Lincoln, NE 68521

(SIGNATURE)  
CLIENT APPROVAL:

DATE:

CUSTOMER:

FREDDY'S FROZEN CUSTARD

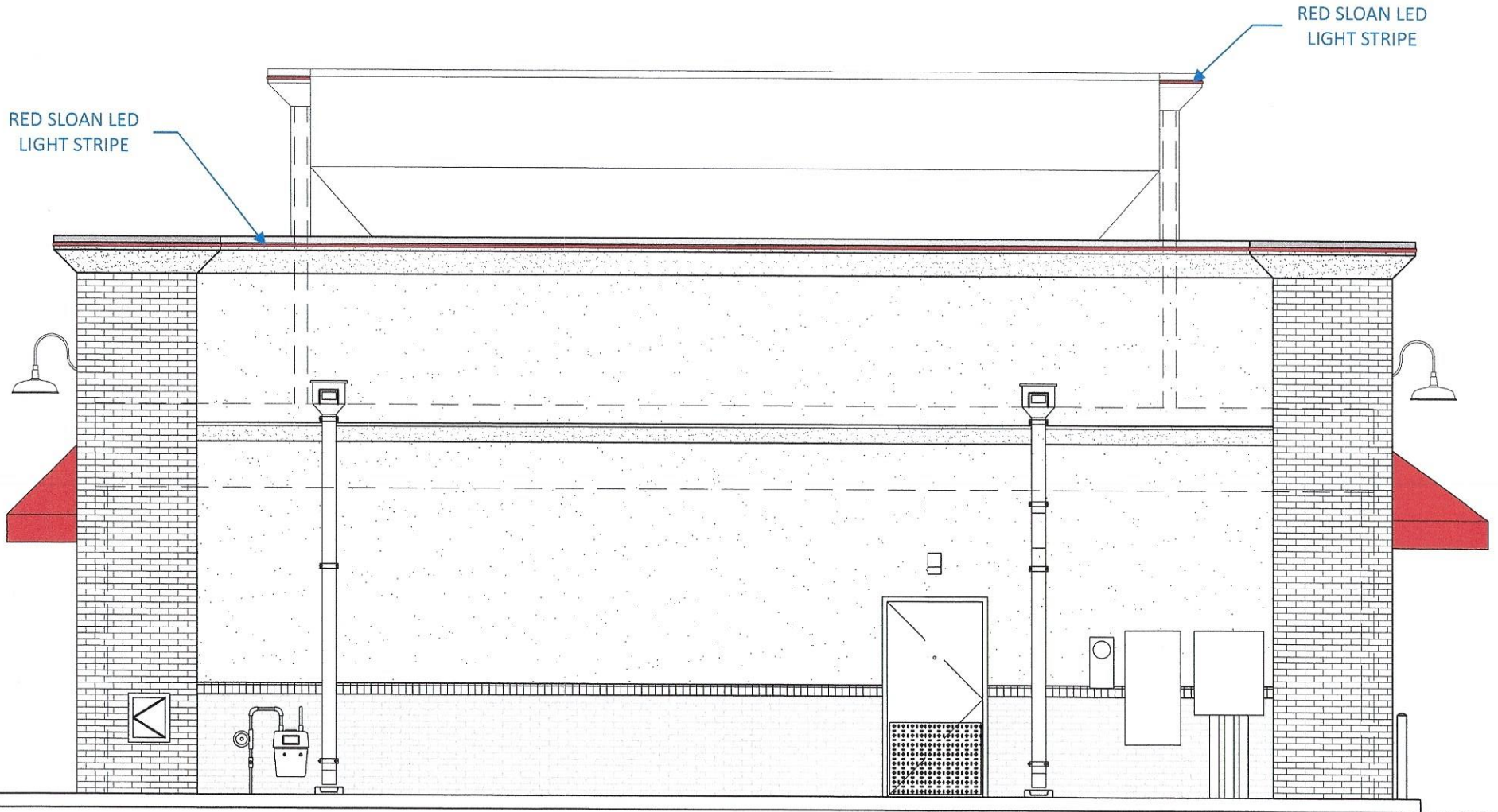
DESIGN PHASE: PROPOSED

SHEET NUMBER:

**3.0**

# NORTH ELEVATION

SCALE: 3/16" = 1'



RON'S SIGN COMPANY  
 1329 S. Handley St.  
 Wichita, KS 67213  
 Phone: 1.316.267.8914  
 Fax: 1.316.267.0811

JOB #: #  
 DATE: 01.24.18  
 DESIGNER: A. SMITH  
 SALES REP: J. SAINDON  
 PROJ MGR: .

ADDRESS: 3300 N. 27th St, Lincoln, NE 68521

(SIGNATURE)  
 CLIENT APPROVAL:

DATE:

CUSTOMER:

FREDDY'S FROZEN CUSTARD

DESIGN PHASE: PROPOSED

SHEET NUMBER:

4.0

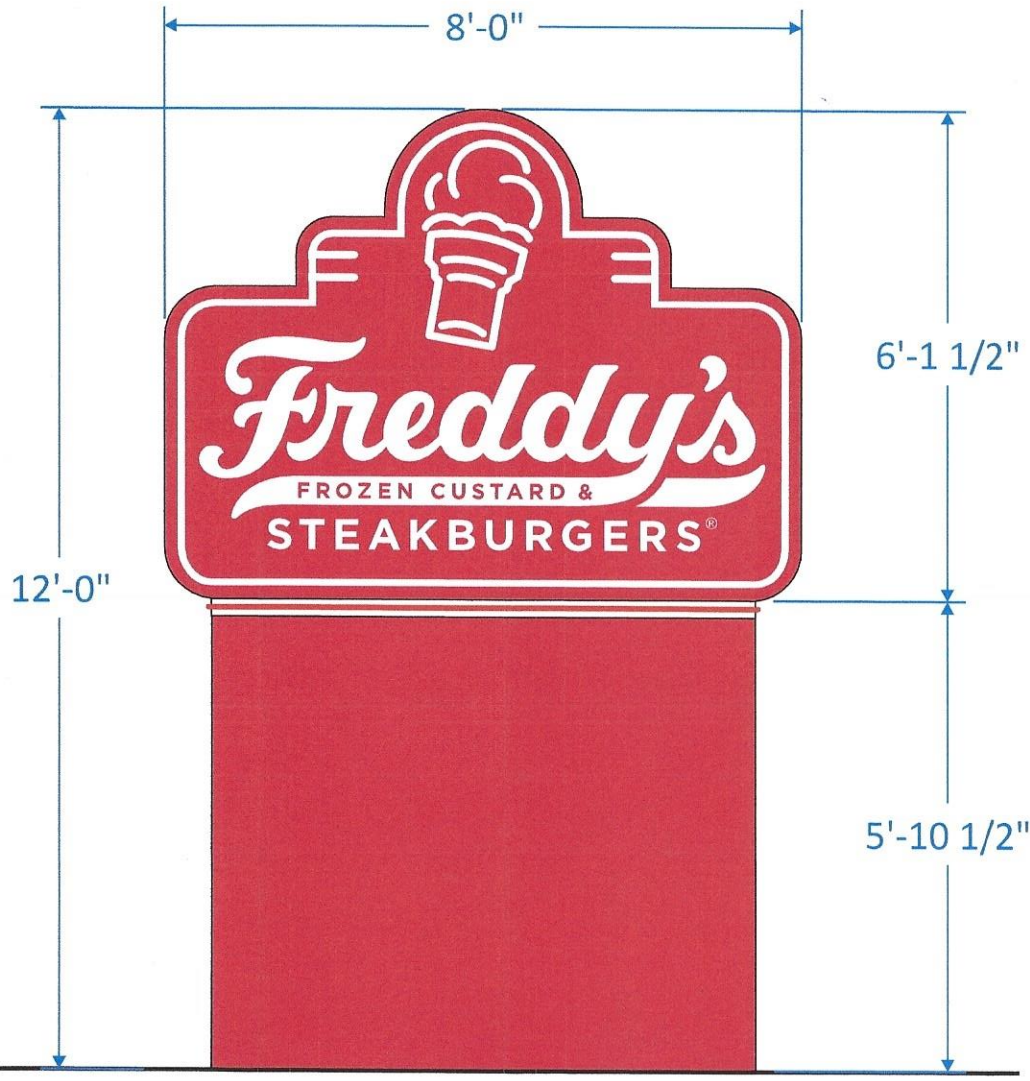
By signing this, you agree that all of the following is correct and satisfactory. This layout is the property of Ron's Sign Co. and may not be shown to anyone outside of your organization, nor is to be used, reproduced, copied, or exhibited in any fashion. Ron's Sign Co. will aim to closely match colors, including PMS, where specified. We cannot guarantee exact matches due to varying surface materials and paint codes used. All sizes and dimensions are illustrated for client's view of the project and is not to be viewed as being exact size or exact scale.

# STREET SIGN

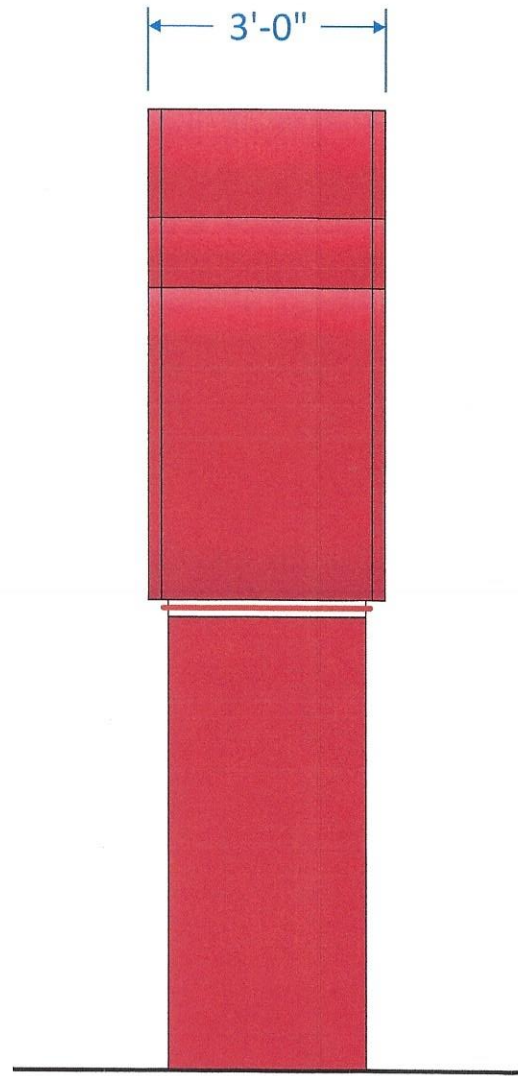
NEW LED LIGHTED STREET SIGN - FREDDY'S

**SIGN CABINET SQ FT: 49 SQ FT**  
**OVERALL HEIGHT: 12'-0"**

SCALE: 1" = 28"



**FRONT VIEW**



**SIDE VIEW**



RON'S SIGN COMPANY  
 1329 S. Handley St.  
 Wichita, KS 67213  
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 Fax: 1.316.267.0811

JOB #: #  
 DATE: 01.24.18  
 DESIGNER: A. SMITH  
 SALES REP: J. SAINDON  
 PROJ MGR: .

ADDRESS: 3300 N. 27th St, Lincoln, NE 68521

(SIGNATURE)  
 CLIENT APPROVAL:

DATE:

CUSTOMER:

FREDDY'S FROZEN CUSTARD

DESIGN PHASE: PROPOSED

SHEET NUMBER:

6.0

By signing this, you agree that all of the following is correct and satisfactory. This layout is the property of Ron's Sign Co. and may not be shown to anyone outside of your organization, nor is to be used, reproduced, copied, or exhibited in any fashion. Ron's Sign Co. will aim to closely match colors, including PMS, where specified. We cannot guarantee exact matches due to varying surface materials and paint codes used. All sizes and dimensions are illustrated for client's view of the project and is not to be viewed as being exact size or exact scale.

**EXHIBIT "3"**  
**Estimated Costs of Project**

Building & Land Acquisition	\$150,000
Site Development (itemize)	
Site Grading/Dirt Work	\$65,000
Utilities and Detention	\$35,000
Drives/ Parking	\$70,000
Traffic Engineering	\$14,000
Arch. and Engineering Fees	\$7,000
Legal Fees	\$10,000
<u>Construction Hard Costs &amp; FF&amp;E</u>	<u>\$3,000,000</u>
 <b>Total:</b>	 <b>\$3,351,000</b>

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

**EXHIBIT "4"**  
**Estimated TIF-Eligible Costs for Project**

Building & Land Acquisition	\$150,000
Site Grading/Dirt Work	\$65,000
Utilities and Detention	\$35,000
Drives/ Parking	\$70,000
Traffic Engineering	\$14,000
Arch. and Engineering Fees	\$7,000
Legal Fees	\$10,000
<hr/>	
<b>Total estimated TIF-eligible project costs</b>	<b>\$351,000</b>

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

**EXHIBIT “5”**  
**Statutory Elements**

**A. Property Acquisition, Demolition and Disposal**

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

**B. Population Density**

The Project will not affect population density.

**C. Land Coverage**

The Project Site is currently a vacant parking lot that previously served the old Walmart building. The new restaurant building will encompass approximately 3,000 square feet. The Project will comply with all applicable land coverage ratios required by the City.

**D. Traffic Flow, Street Layouts and Street Grades**

The CDA and Redeveloper anticipate that the Project will increase traffic to and from the Project Site. There will be additional traffic from employees and patrons traveling to and from the restaurant.

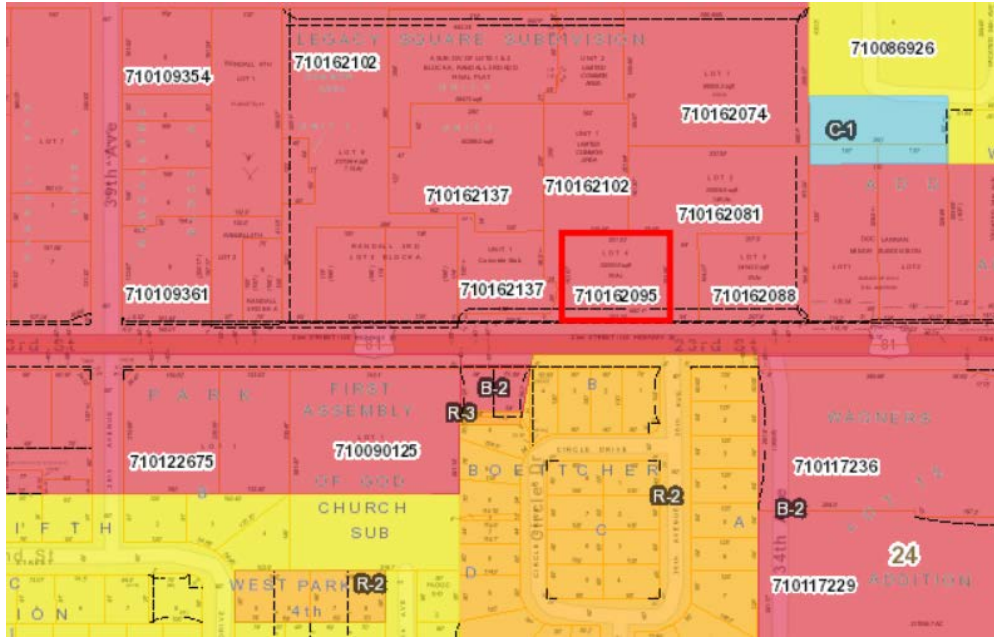
As part of the Project, Redeveloper will construct internal private roadways to address the increase in traffic and the accessibility of the private improvements. The CDA and Redeveloper do not anticipate that the Project requires modification of existing public rights-of-way. The public improvements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

**E. Parking**

The Project includes the construction of approximately 42 public parking spaces. The Project will meet or exceed the parking requirements set forth in the applicable zoning district. The design and development of the Project should increase the efficiencies and beneficial traffic flow of the parking for all the uses located in and around Project Site.

**F. Zoning, Building Code and Ordinances**

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



Freddy's Frozen Custard & Steakburgers restaurant is classified as a "Restaurant (Drive-In)" under the City's zoning ordinance, which is a permitted use within a B-2 Zoning District. As such, the Project does not require a zoning change. Notwithstanding, Redeveloper shall be responsible for any additional zoning, building code, or ordinances changes that are necessary for the Project.

**EXHIBIT “6”**  
**Cost Benefit Analysis**

**Supplement to the WHO Development Redevelopment Project**

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

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

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

With respect to the tax shifts for the Project:

a.	Anticipated Project Site Base Valuation (2019):	\$87,175
b.	Projected Completed Project Assessed Valuation:	\$1,200,000
c.	Projected Tax Increment Base (b. minus a.):	\$1,112,000
d.	Estimated Tax Levy:	1.92369
e.	Annual Projected Tax Shift:	\$21,193

*Notes:*

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

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

a. Public infrastructure improvements and impacts:

There are no anticipated negative public infrastructure impacts from the Project. The Project will require the construction or extension of utilities to serve the Project Site, but the Project should not create a burden on public resources. Redeveloper will construct internal private roadways or implement access easements within the Redevelopment Area between the Project Site and developments in prior and future phases to provide the necessary ingress and egress for the Project, but no additional public roads or work in the public right-of-way will be required for this project. Public storm sewer improvements and drainage and detention improvements required for the Project will be constructed as part of the Master Project or the Project.

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

The Project will include a significant amount of personal property that will be on the property tax rolls upon its acquisition and installation. The Project should create material tax and other public revenue for the City and other local taxing jurisdictions. Based on preliminary projections and the City's sales tax rate of 1.5%, Redeveloper estimates that the Project will generate approximately \$20,000 in sales tax per year. While the use of TIF will defer receipt of a majority of new ad valorem real property taxes generated by the Project, it is intended to create long-term benefit and a substantial increase in property taxes to the City and other local taxing jurisdictions.

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

Currently, there are no employers or employees within the larger Redevelopment Area encompassing the Project. As such, the CDA expects that the public and private improvements associated with the Project will attract businesses, employees and residents to the area.

Construction of the Project will require a number of construction employees and managers. Redeveloper intends to use as many local construction trades as possible during construction. Those contractors that come from outside the City will use other hotels, apartments, restaurants, gas stations and other services and facilities in the City during the approximately eleven-month construction time frame. Additionally, Redeveloper anticipates the creation of approximately eight full-time and ten part-time jobs via the restaurant. Bearing the above in mind, Redeveloper and the CDA anticipate that the Project will have a positive impact on employers and employees of firms 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 CDA does not anticipate that the anticipated use for the Project (i.e., a restaurant) will have an adverse material impact on other employers and employees within the City or immediately outside the area of the Project. Rather, it provides an additional dining option to the community as a whole and creates new jobs for the City's citizens.

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

The project will not impact student populations.

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

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

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

**7. Cost Benefit Analysis Conclusion:**

Based upon the findings presented in this supplemental cost-benefit analysis, the costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the Mayor and Council of the City and have been found to be in the long-term best interest of the City.

**EXHIBIT "7"**  
**REDEVELOPMENT PLAN**

[See attached]

## **RESOLUTION NO. R18-42**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

INTRODUCED BY COUNCIL MEMBER Charlie Bahr

PASSED AND ADOPTED THIS 2 DAY OF April, 2018.

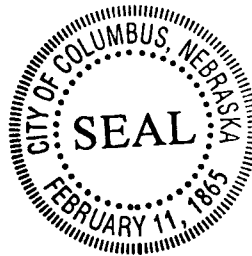
Janis Bally  
MAYOR

ATTEST:

Janelle Reine  
CITY CLERK

APPROVED AS TO FORM:

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



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

**(WHO DEVELOPMENT REDEVELOPMENT PROJECT)**

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

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

**A. The Project Site**

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

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

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

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

## **B. Description of the Redevelopment Project**

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

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

## **1. The Private Improvements**

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

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

## **2. The Public Improvements**

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

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

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

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

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

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

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

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

### **C. Implementation of the Project**

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

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

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

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

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

**D. Proposed Phases of the Project**

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

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

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

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

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

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

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

#### **E. Statutory Elements**

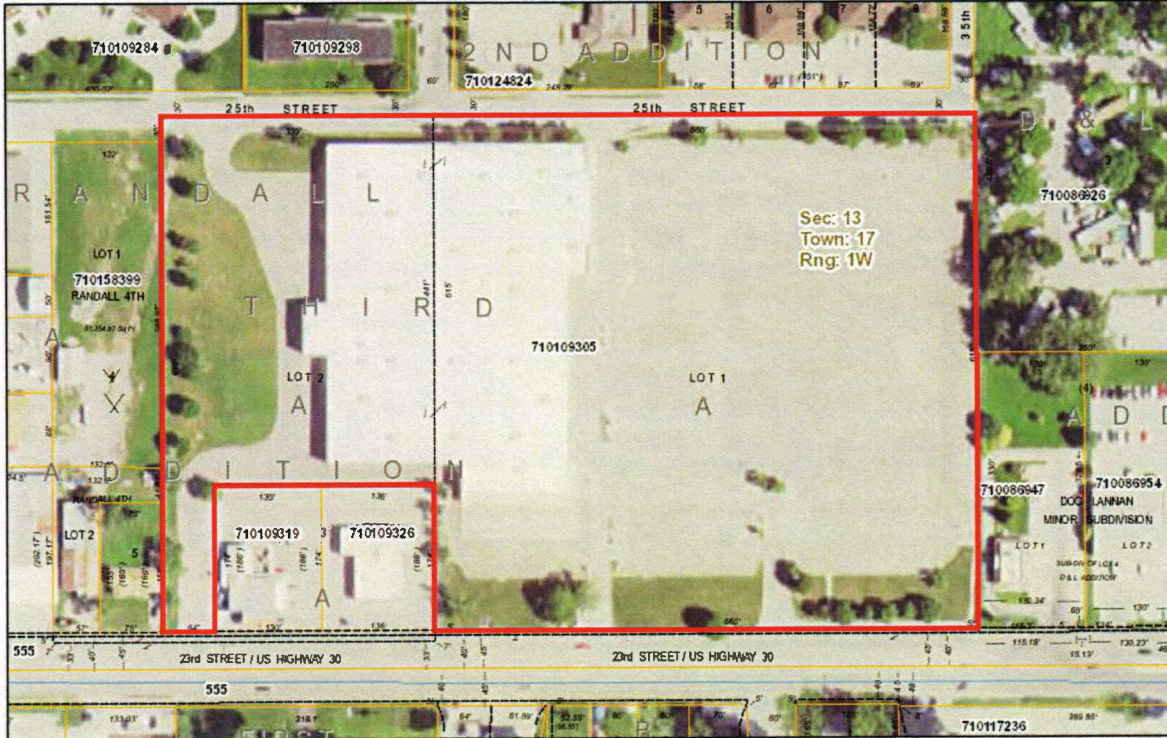
As described above, the Project envisions the capture of the incremental taxes generated by the Project on the Project Site to pay for eligible expenditures under the Act. Attached as Exhibit "C" and incorporated herein by this reference is a consideration of the statutory elements under the Act. No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

#### **F. Cost-Benefit Analysis**

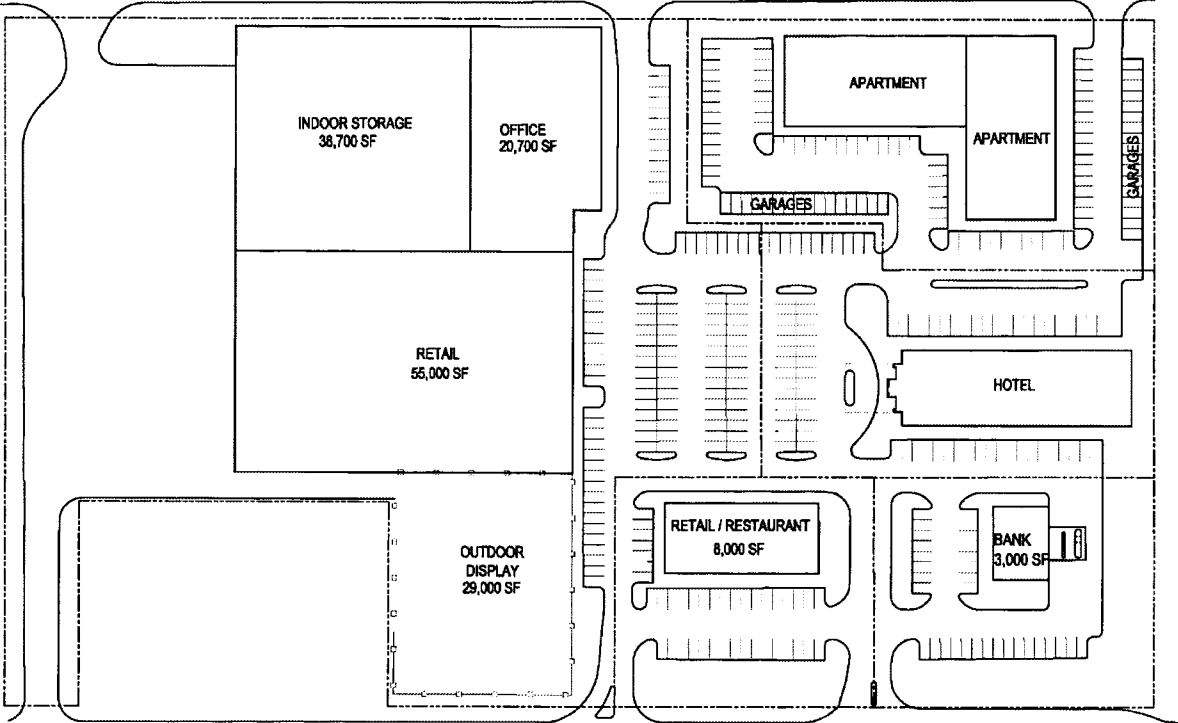
Pursuant to Section 18-2113 of the Act, the City Council must conduct a cost-benefit analysis for any redevelopment project that will utilize TIF. A general preliminary Cost-Benefit Analysis for the Project is attached hereto as Exhibit "D", and a Supplemental Cost-Benefit Analysis for each specific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

**EXHIBIT "A"**  
**Project Site**

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



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



**EXHIBIT "C"**  
**Statutory Elements**

A. Property Acquisition, Demolition and Disposal

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

B. Population Density

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

C. Land Coverage

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

D. Traffic Flow, Street Layouts and Street Grades

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

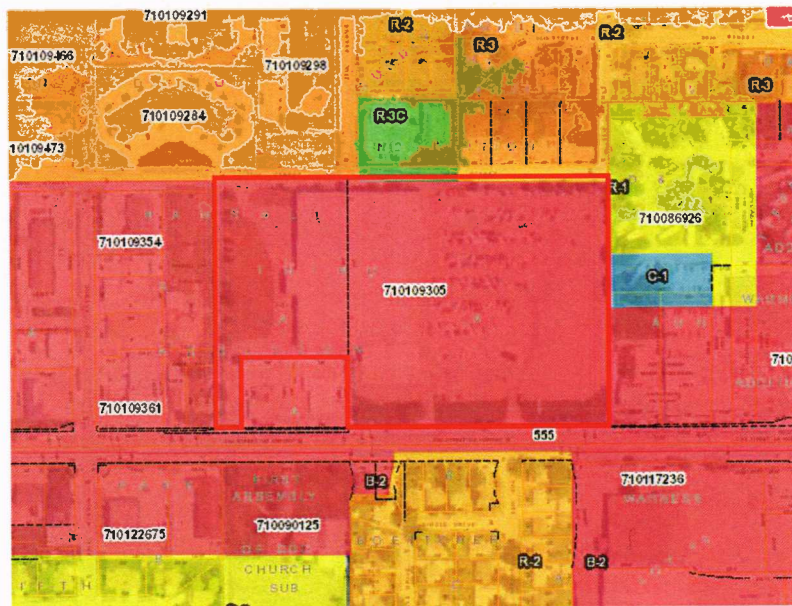
As part of the Project, the Redeveloper will construct internal private roadways to address the increase in traffic and the accessibility of the private improvements. The project is not anticipated to modify existing public rights-of-way. The public improvements, which will be constructed with the assistance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

E. Parking

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

F. Zoning, Building Code and Ordinances

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



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

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

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

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

**EXHIBIT “D”**  
**Cost Benefit Analysis**

**WHO Development Redevelopment Project**

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

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

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

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

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

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

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

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

*Notes:*

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

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

a. Public infrastructure improvements and impacts:

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

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

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

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

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

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

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

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

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

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

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

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

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

**6. Cost Benefit Analysis Conclusion:**

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

## **RESOLUTION NO. R18-85**

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

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

WHEREAS, the Mayor and Council previously approved a plan of redevelopment entitled the "AMENDMENT TO THE 33RD AVENUE AND U.S. HIGHWAY 30 REDEVELOPMENT PLAN" via Resolution No.R18-42 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan sets forth a redevelopment project undertaken in multiple phases (the "Redevelopment Project"); and

WHEREAS, the Redevelopment Plan prescribes that each phase of the Redevelopment Project shall be detailed in a supplement to the Redevelopment Plan; and

WHEREAS, pursuant to sections 18-2101 through 18-2154, Reissue Revised Statutes of Nebraska, as amended, ("the Act"), the Mayor and Council must approve all supplements of the Redevelopment Plan that materially modify the Redevelopment Plan; and

WHEREAS, attached hereto as Exhibit "A" is a supplement to the Redevelopment Plan detailing the first phase of the Redevelopment Project (the "Plan Supplement"); and

WHEREAS, the Plan Supplement complies with the Comprehensive Plan of the City of Columbus, Nebraska (the "City"), and will result in the elimination and prevention of blight; and

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

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

Section 1. The Plan Supplement attached as Exhibit "A" complies with the Comprehensive Plan of the City.

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

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

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

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

Section 3. The redevelopment set forth in the Plan Supplement would not be economically feasible without the use of tax-increment financing; would not occur in the redevelopment area without the use of tax-increment financing; and the costs and benefits of the Plan Supplement, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of all those impacted by the Plan Supplement.

Section 4. Based on the foregoing and substantial evidence in the record of this proceeding, the Mayor and Council hereby approves and adopts the Plan Supplement.

INTRODUCED BY COUNCIL MEMBER John J. Lahn

PASSED AND ADOPTED THIS 2 DAY OF July, 2018.

John B. Bullock  
MAYOR

ATTEST:

Janelle Hine  
CITY CLERK

APPROVED AS TO FORM:  
Michael Sanchez  
SPECIAL CITY ATTORNEY



**SUPPLEMENT TO THE 33<sup>RD</sup> AVENUE AND U.S. HIGHWAY 30 REDEVELOPMENT  
PLAN  
OF THE CITY OF COLUMBUS, NEBRASKA**

**(PHASE I OF THE WHO DEVELOPMENT REDEVELOPMENT PROJECT)**

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

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

The first phase of the Redevelopment Plan includes three distinct projects carried out by three different redevelopers. The first project involves the rehabilitation of approximately 55,000 square feet of indoor space within the vacated Walmart building and an additional 35,000 square feet of outdoor display space. The space will be occupied by Bomgaars Supply, Inc., for retail use (collectively, the "Bomgaars Project"). Columbus Retail, LLC ("Retail LLC"), will undertake the Bomgaars Project as redeveloper.

As provided within the Redevelopment Plan and this Supplement, Retail LLC and the CDA anticipate the use of TIF for the Bomgaars Project. The Bomgaars Project would not proceed but for the use of TIF because the costs of renovating the vacated Walmart building, including new entrances, new exterior façade, new interior bathrooms, walls, lighting, HVAC, and electrical are expected to be significantly greater than the as-complete fair market value of the retail space in the absence of gap financing from the City.

The second project within phase I involves the construction of a prototype four-story interior corridor Hampton Inn hotel on approximately two acres of the vacated Walmart parking lot (the "Hotel Project"). Columbus Lodging, LLC ("Lodging LLC"), will undertake the Hotel Project as redeveloper.

As provided within the Redevelopment Plan and this Supplement, Lodging LLC and the CDA anticipate the use of TIF for the Hotel Project. The Hotel Project would not proceed but for the use of TIF because the costs of constructing the Hotel Project, including related infrastructure, paving, and utility work, is expected to be significantly greater than the as-complete fair market value of the real estate in the absence of gap financing from the City. Additionally, in the absence of TIF, the projected internal rate of return of the Hotel Project is

less than what investors would consider reasonable given the risks involved in preparing the site, constructing the hotel, stabilizing the occupancy rates of the hotel, and other business risks.

The third project within phase I involves construction of a four-story interior corridor apartment complex on approximately two acres of the vacated Walmart parking lot (the "Apartment Project"). Quantum Columbus, LLC ("Quantum"), will undertake the Apartment Project as redeveloper.

As provided within the Redevelopment Plan and this Supplement, Quantum and the CDA anticipate the use of TIF for the Apartment Project. The Apartment Project would not proceed but for the use of TIF because the costs of constructing the apartments, including related infrastructure, paving, and utility work, is expected to be significantly greater than the as-complete fair market value of the real estate in the absence of gap financing from the City. Additionally, in the absence of TIF, the projected internal rate of return of the Apartment Project is less than what investors would consider reasonable given the risks involved in preparing the site, constructing the apartments, stabilizing the occupancy rates of the apartments, and other business risks. Without TIF, there would be insufficient cash flow and partner return, making the project infeasible.

Collectively, the Bomgaars Project, the Hotel Project and the Apartment Project are referred to herein as the "Phase I Projects".

#### **A. The Redevelopment Area**

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

#### **B. The Project Sites**

The project sites for the Bomgaars Project (i.e., the "Bomgaars Site"), the Hotel Project (i.e., the "Hotel Site"), and the Apartment Project (i.e., the "Apartment Site") are set forth in Exhibits "1(a)" through "1(c)". The project sites for the Phase I Projects are collectively referred to herein as the "Phase I Project Sites".

#### **C. Conformance with General Plan**

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

#### **D. Phase I Projects**

The redevelopment of the Phase I Project Sites pursuant to this Supplement will eliminate the blight and substandard conditions on the Phase I Project Sites and will further the purposes of the Act in conformity with the Redevelopment Plan and the City's general plan. In addition, the

eligible public improvements that are part of the Phase I Projects will facilitate the further development of the Redevelopment Area and surrounding areas.

Quantum, Lodging LLC, and Retail LLC (collectively referred to herein as "the Redevelopers") intend to complete the following private and public improvements as part of the Phase I Projects:

## **1. Project Descriptions and Implementation**

### Bomgaars Project

The Bomgaars Project involves the rehabilitation of approximately 55,000 square feet of indoor space within the vacated Walmart building and an additional 35,000 square feet of outdoor display space. Bomgaars Supply, Inc., will occupy the space for use as both a retail store and corporate offices. The improvements will include, but are not limited to, the following renovations and/or new construction:

- Partial demolition of existing building and parking lot
- Exterior improvement to entry area and exterior finishes
- Exterior signage
- Interior lighting
- New flooring
- New HVAC and plumbing
- New public restrooms
- Improved loading dock
- Over 115 parking stalls

A site plan for the Bomgaars Project is attached hereto as Exhibit "2(a)" and incorporated herein by this reference. Retail LLC estimates that the total cost of the Bomgaars Project (both public and private improvements) will be \$2,350,000. The estimated costs related to the Bomgaars Project are attached hereto and incorporated herein as Exhibit "3(a)".

Retail LLC intends to begin construction on the Bomgaars Project on or about June 15, 2018. Construction is scheduled to conclude on or about September 30, 2018. No businesses or residents will be displaced as a result of the Bomgaars Project.

### Hotel Project

Lodging LLC intends to construct a prototype four-story interior corridor Hampton Inn hotel on approximately two acres of the vacated Walmart parking lot. The hotel will have an exterior finish insulation system and stone exterior with an entry porte cochere for dropping off guests and luggage. Hotel features will include:

- Indoor Swimming Pool
- Meeting room
- Large fitness center

- New Hampton Inn prototype
- 20 year franchise agreement

A site plan for the Hotel Project is attached hereto as Exhibit "2(b)" and incorporated herein by this reference. Lodging LLC estimates that the total cost of the Hotel Project (both public and private improvements) will be \$8,590,000. The estimated costs related to the Hotel Project are attached hereto and incorporated herein as Exhibit "3(b)".

Lodging LLC intends to begin construction on the Hotel Project on or about June 1, 2018. Construction is scheduled to conclude on or about May 1, 2019. No businesses or residents will be displaced as a result of the Hotel Project.

### Apartment Project

Quantum proposes to build a four-story interior corridor apartment complex on approximately two acres of the vacated Walmart parking lot. Quantum will construct approximately 74 apartment units as part of the Apartment Project. The apartment building will have an exterior finish insulation system, stone or brick exterior, and contain an elevator. The unit mix will be eight studios, thirty-six one-bedroom units, twenty-seven two-bedroom units, and three three-bedroom units.

A site plan for the Apartment Project is attached hereto as Exhibit "2(c)" and incorporated herein by this reference. Quantum estimates that the total cost of the Apartment Project (both public and private improvements) will be \$7,951,000. The estimated costs related to the Apartment Project are attached hereto and incorporated herein as Exhibit "3(c)".

Quantum intends to begin construction on the Apartment Project on or about July 1, 2018. Construction is scheduled to conclude on or about May 1, 2019. No businesses or residents will be displaced as a result of the Apartment Project.

## **2. The Public Improvements**

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

### Bomgaars Project

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

### Hotel Project

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

### Apartment Project

The costs of the Apartment Project eligible for reimbursement via TIF include, but are not limited to, land acquisition, site grading and preparation, construction or replacement of utilities and infrastructure, detention, construction of public parking, architectural and engineering fees (related to the public improvements), legal fees, financing costs, and capitalized interest. A breakdown of these estimated costs is attached hereto and incorporated herein as Exhibit "4(c)".

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

As provided in the Redevelopment Plan, the public improvements listed as eligible expenditures are necessarily upfront expenses that the Redevelopers will incur prior to the implementation of redevelopment agreements for subsequent phases. The public improvements included as part of the Phase I Projects may be reasonably allocated between the various phases of the Project and the TIF Indebtedness generated from each phase of the Project shall be used to assist with the payment of the eligible expenses of the entire Project.

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

## **E. Implementation and Financing of the Projects**

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

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

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

With respect to the Phase I Projects:

#### Bomgaars Project

Based upon an estimated Base Tax Amount of \$600,000 and a post-redevelopment valuation of \$2,250,000 for the Bomgaars Project, Retail LLC and the CDA estimate that the Bomgaars Project will generate post-redevelopment annual TIF Revenues of approximately \$31,149.96. This equates to total estimated TIF Revenues of \$467,249.40 over the course of fifteen years. Of the estimated \$467,249.40 in TIF Revenues, the CDA and Retail LLC contemplate issuance of TIF Indebtedness not to exceed \$375,000 at an interest rate determined by the CDA and set forth in the redevelopment contract (as defined in the Act) or bond resolution for the Bomgaars Project. As shown on Exhibit 4(a), the anticipated TIF Indebtedness amount does not exceed the anticipated TIF-eligible costs.

The total estimated cost of the Bomgaars Project is \$2,350,000. Retail LLC anticipates that the balance of the public and private costs exceeding the TIF Indebtedness will be financed by a mix of equity (approximately 25%) and a bank loan (approximately 75%). Retail LLC and the CDA will provide a more detailed breakdown of the TIF sources and uses in the redevelopment contract for the Bomgaars Project. The above figures are only projections and are subject to change as a result of market conditions and other extraneous factors.

#### Hotel Project

Based upon an estimated Base Tax Amount of \$150,000 and a post-redevelopment valuation of \$4,000,000 for the Hotel Project, Lodging LLC and the CDA estimate that the Hotel Project will generate post-redevelopment annual TIF Revenues of approximately \$72,620.24. This equates to total estimated TIF Revenues of \$1,089,303.60 over the course of fifteen years. Of the estimated \$1,089,303.60 in TIF Revenues, the CDA and Lodging LLC contemplate issuance of TIF Indebtedness not to exceed \$975,000 at an interest rate determined by the CDA and set forth in the redevelopment contract or bond resolution for the Hotel Project. As shown

on Exhibit 4(b), the anticipated TIF Indebtedness amount does not exceed the anticipated TIF-eligible costs.

The total estimated cost of the Hotel Project is \$8,590,000. Lodging LLC anticipates that the balance of the public and private costs exceeding the TIF Indebtedness will be financed by a mix of equity (approximately 20%) and a bank loan (approximately 80%). Lodging LLC and the CDA will provide a more detailed breakdown of the TIF sources and uses in the redevelopment contract for the Hotel Project. The above figures are only projections and are subject to change as a result of market conditions and other extraneous factors.

#### Apartment Project

Based upon an estimated Base Tax Amount of \$250,000 and a post-redevelopment valuation of \$6,675,000 for the Apartment Project, Quantum and the CDA estimate that the Apartment Project will generate post-redevelopment annual TIF Revenues of approximately \$121,190.93. This equates to total estimated TIF Revenues of \$1,817,863.95 over the course of fifteen years. Of the estimated \$1,817,863.95 in TIF Revenues, the CDA and Quantum contemplate issuance of TIF Indebtedness not to exceed \$1,225,000 at an interest rate determined by the CDA and set forth in the redevelopment contract or bond resolution for the Apartment Project. As shown on Exhibit 4(c), the anticipated TIF Indebtedness amount does not exceed the anticipated TIF-eligible costs.

The total estimated cost of the Apartment Project is \$7,951,000. Quantum anticipates that the balance of the public and private costs exceeding the TIF Indebtedness will be financed by a mix of equity (approximately 20%) and a bank loan (approximately 80%). Quantum and the CDA will provide a more detailed breakdown of the TIF sources and uses in the redevelopment contract for the Apartment Project. The above figures are only projections and are subject to change as a result of market conditions and other extraneous factors.

#### **F. Statutory Elements**

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

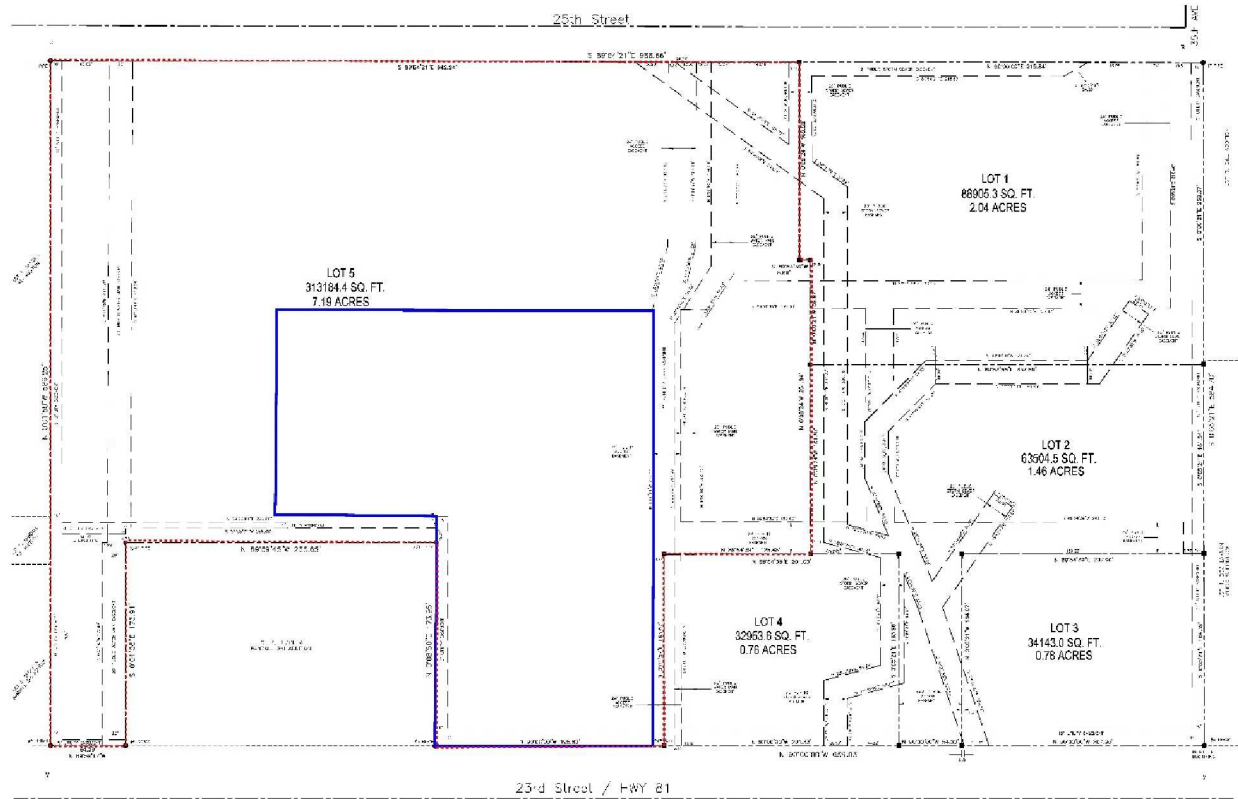
#### **G. Cost-Benefit Analysis**

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

**EXHIBIT "1(a)"**  
**Project Site for the Bomgaars Project**

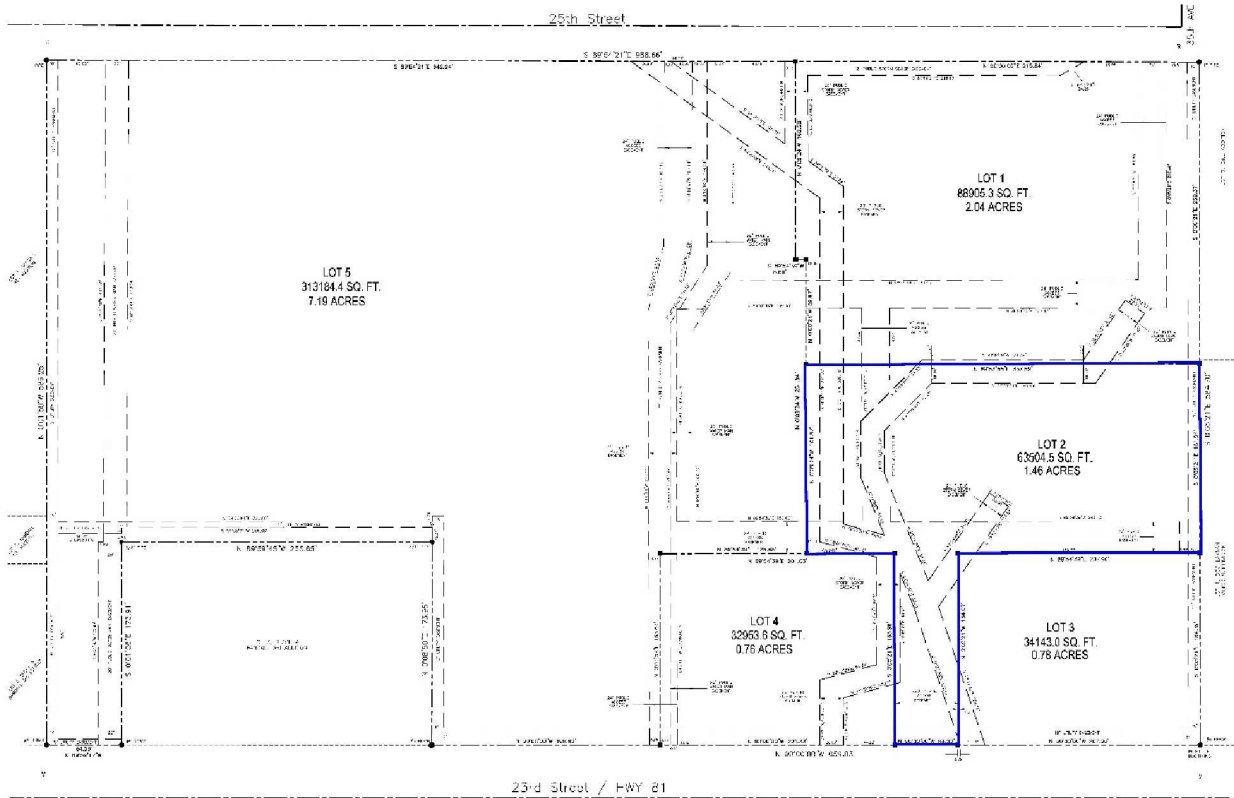
A portion of Lot 5, Legacy Square Addition, Columbus, Platte County, Nebraska.

Lot 5 will be subjected to a condominium regime, and the site for the Bomgaars Project shall be one unit of said condominium regime. A depiction of the approximate condominium unit is set forth below:



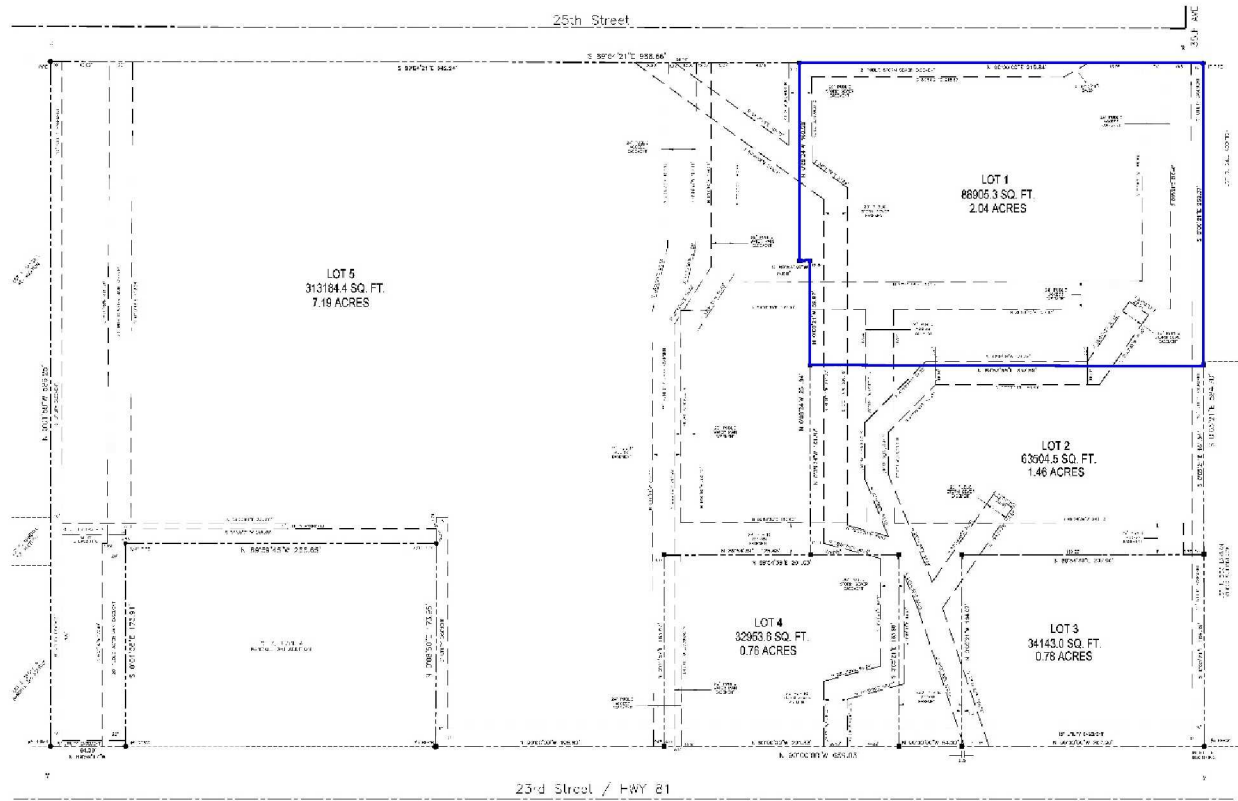
**EXHIBIT "1(b)"  
Project Site for the Hotel Project**

Lot 2, Legacy Square Addition, Columbus, Platte County, Nebraska.

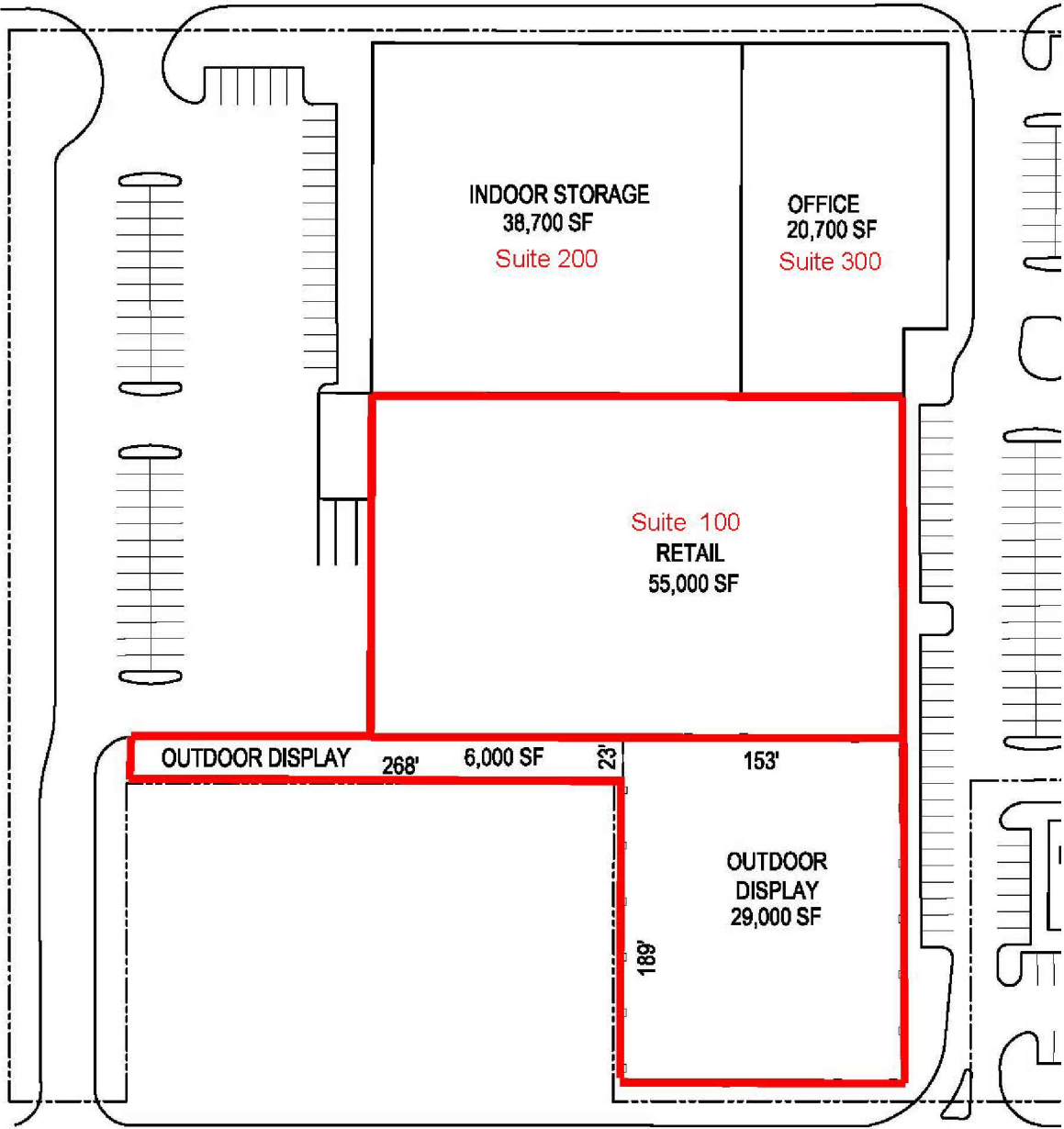


**EXHIBIT "1(c)"  
Project Site for the Apartment Project**

Lot 1, Legacy Square Addition, Columbus, Platte County, Nebraska.

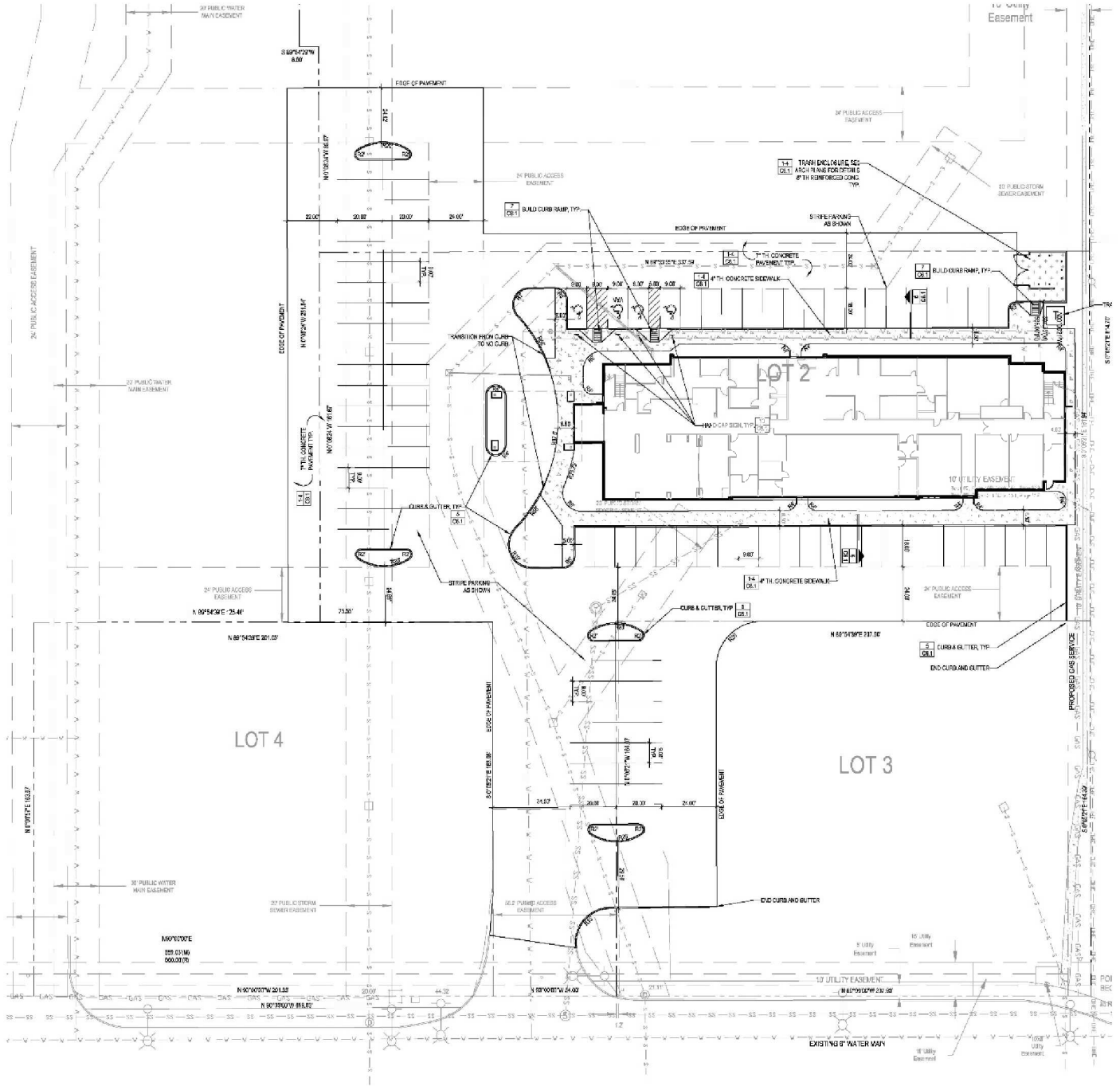


**EXHIBIT "2(a)"  
Bomgaars Project Site Plan**



\* Retail LLC anticipates receipt of a more detailed site plan for the Bomgaars Project upon creation of the condominium regime. Upon receipt, Retail LLC will provide the site plan to the CDA and such site plan shall supersede the site plan provided above.

# EXHIBIT "2(b)" Hotel Project Site Plan

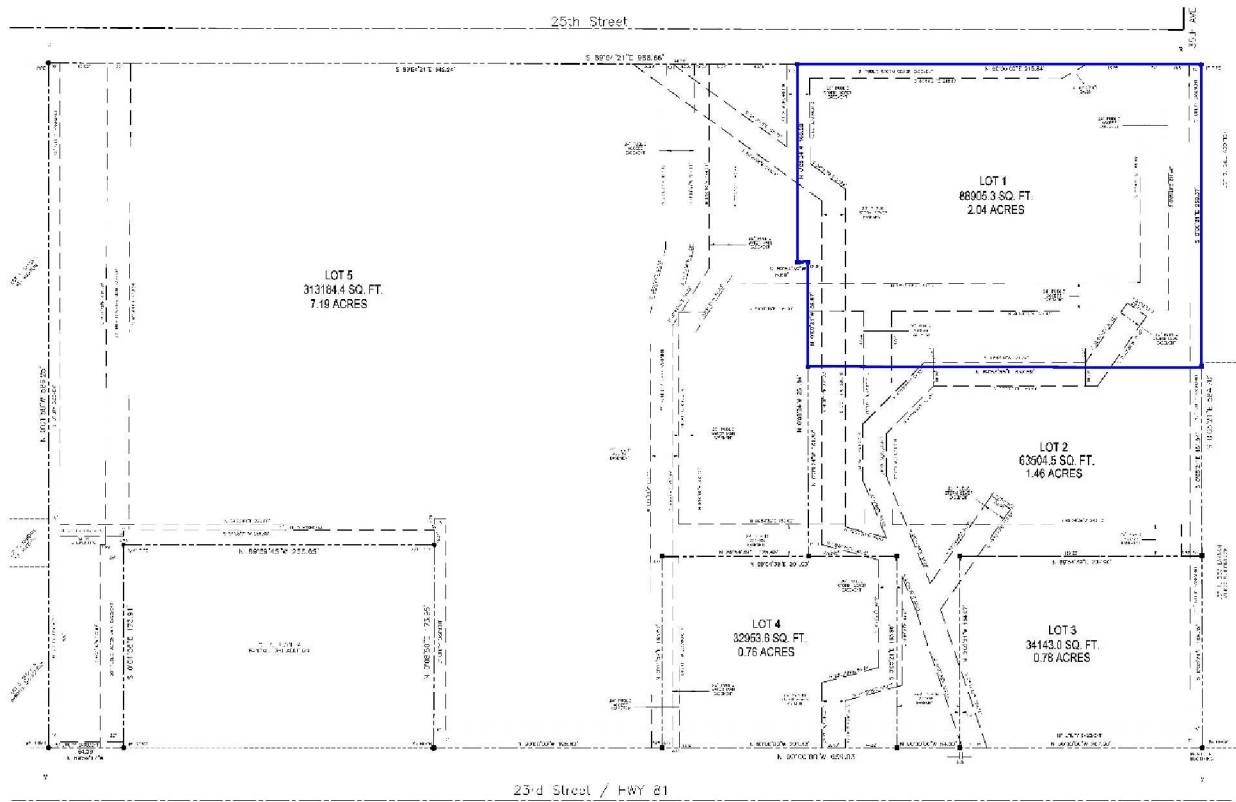


23rd Street / HWY 81  
Public Right of Way

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

EXHIBIT "2(b)"

# EXHIBIT "2(c)" Apartment Project Site Plan



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

**EXHIBIT "3(a)"**  
**Estimated Costs of Bomgaars Project**

Building & Land Acquisition	\$600,000
Site Development (itemize)	
Demolition	\$35,000
Site Grading/Dirt Work	\$45,000
Drives/Parking	\$260,000
Utilities & Detention	\$45,000
Renovation Budget	\$1,250,000
Arch. and Engineering Fees	\$35,000
Legal Fees	\$10,000
Financing Costs	\$25,000
Capitalized Interest	\$20,000
FF&E	TBD
Contingencies	\$25,000

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**Total:** **\$2,350,000 plus FF&E**

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

**EXHIBIT "3(b)"**  
**Estimated Costs of Hotel Project**

Land Acquisition	\$400,000
Site Development (itemize)	
Utilities & Detention	\$183,000
Demolition	\$86,000
Site work	\$137,000
Landscape & Ext Façade	\$116,000
Public Parking	\$210,000
Building Cost	\$5,318,000
Arch. and Engineering Fees	\$155,000
Legal Fees	\$ 20,000
Financing Costs	\$55,000
Capitalized Interest	\$60,000
FF&E	\$1,300,000
Contingencies	\$550,000
<b>Total:</b>	<b>\$8,590,000</b>

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

**EXHIBIT 3(c)**  
**Estimated Costs of Apartment Project**

Land Acquisition	\$300,000
Site Development (itemize)	
Site Grading/Dirt Work	\$225,000
Drainage/Detention	\$50,000
Drives/Parking	\$215,000
Utilities/Infrastructure	\$115,000
Building Cost	\$6,016,000
Arch. and Engineering Fees	\$155,000
Legal Fees	\$60,000
Financing Costs	\$55,000
Capitalized Interest	\$60,000
FF&E	\$150,000
Contingencies	\$550,000
<hr/>	
<b>Total:</b>	<b>\$7,951,000</b>

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

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

Land Acquisition	\$400,000
Utilities & Detention	\$45,000
Demolition	\$35,000
Landscape & Exterior Façade	\$150,000
Public Parking	\$260,000
Architectural/Engineering	\$12,500
Legal Fees	\$10,000
Financing Costs	\$15,000
Capitalized Interest	\$20,000
<hr/>	
<b>Total estimated TIF-eligible project costs</b>	<b>\$ 947,500</b>

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

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

Land Acquisition:	\$400,000
Utilities & Detention	\$183,000
Demolition	\$86,000
Site work	\$137,000
Landscape & Exterior	\$115,900
Public Parking	\$210,000
Architectural/Engineering	\$155,000
Legal Fees	\$20,000
Financing Costs	\$55,000
Capitalized Interest	\$60,000
<hr/>	
<b>Total estimated TIF-eligible project costs</b>	<b>\$1,428,000</b>

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

**EXHIBIT 4(c)**  
**Estimated TIF-Eligible Costs for Apartment Project**

Land Acquisition:	\$300,000
Site Grading/Dirt Work	\$225,000
Site Drainage/Detention	\$50,000
Site Drives/Parking	\$215,000
Site Utilities/Infrastructure	\$115,000
Architectural/Engineering	\$155,000
Legal Fees	\$50,000
Financing Costs	\$55,000
Capitalized Interest	\$60,000
<hr/>	
<b>Total estimated TIF-eligible project costs</b>	<b>\$1,225,000</b>

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

**EXHIBIT “5”**  
**Statutory Elements**

**A. Property Acquisition, Demolition and Disposal**

Bomgaars Project

No public acquisition of private property or relocation of families or businesses is necessary to accomplish the Bomgaars Project. Retail LLC has the project site for the Bomgaars Project under contract and will acquire the site from a third party owner as part of the Bomgaars Project. Part of the vacant Walmart building currently located on the site will be demolished as part of the Bomgaars Project.

Hotel Project

No public acquisition of private property or relocation of families or businesses is necessary to accomplish the Hotel Project. Lodging LLC has the project site for the Hotel Project under contract and will acquire the site from a third party owner as part of the Hotel Project.

Apartment Project

No public acquisition of private property or relocation of families or businesses is necessary to accomplish the Apartment Project. Quantum has the project site for the Apartment Project under contract and will acquire the site from a third party owner as part of the Apartment Project.

**B. Population Density**

Bomgaars Project

The Bomgaars Project will not affect population density.

Hotel Project

The Hotel Project will not affect population density.

Apartment Project

The Apartment Project will increase population density in the area. However, the City desires an increase in population density in the area to provide additional housing in the City. The Apartment Project will be properly platted to accommodate the increase in population density and adequate public infrastructure improvements to accommodate any increase in population density anticipated as part of the Apartment Project.

## **C. Land Coverage**

### **Bomgaars Project**

An approximately 116,214 square foot building is currently located on the site for the Bomgaars Project. Retail LLC will demolish a portion of this building as part of the Bomgaars Project. The new retail bay will encompass approximately 55,000 square feet of interior space and 35,000 of exterior display space. In addition, approximately 115 parking stalls will be located in the site. The Bomgaars Project will comply with all applicable land coverage ratios required by the City.

### **Hotel Project**

The hotel will be located on approximately two acres previously occupied by the Walmart parking lot. The property will be four stories, with a footprint of approximately 16,000 to 17,000 square feet and a total square footage of approximately 50,000 square feet. The Hotel Project will comply with all applicable land coverage ratios required by the City.

### **Apartment Project**

The apartments will be located on approximately two acres previously occupied by the Walmart parking lot. The property will be four stories, with a footprint of approximately 20,000 to 27,000 square feet and a total square footage of approximately 104,400 square feet. The Apartment Project will comply with all applicable land coverage ratios required by the City.

## **D. Traffic Flow, Street Layouts and Street Grades**

The CDA and Redevelopers anticipate that the Phase I Projects will increase traffic to and from the Phase I Project Sites. There will be additional traffic from residents traveling to and from the apartments, as well as employees, customers, and visitors traveling to and from the hotel and Bomgaars store.

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

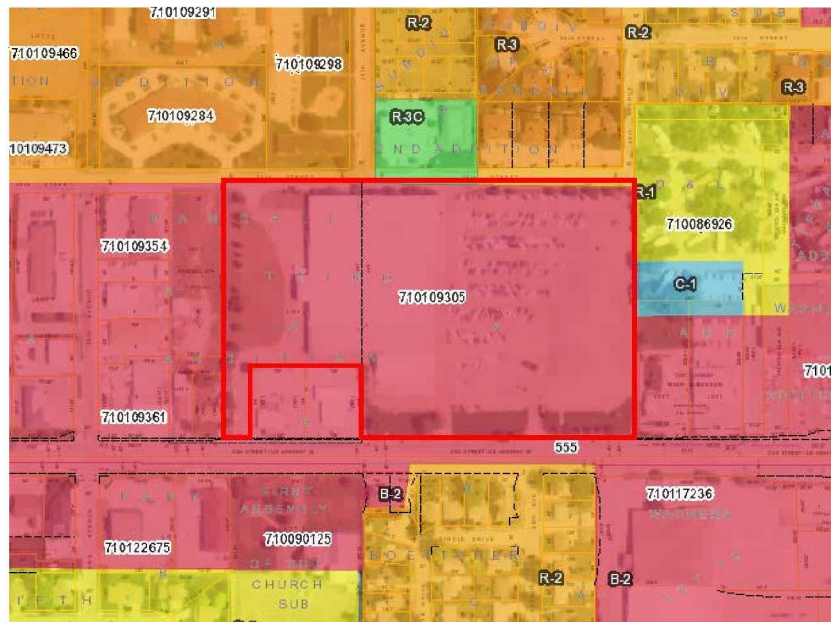
## **E. Parking**

Each of the Phase I Projects will include parking facilities that will meet or exceed the parking requirements set forth in the applicable zoning district. The design and development of the Phase I Projects should increase the efficiencies and beneficial traffic flow of the parking for

all the uses located within the Phase I Project Sites. The Phase I Projects will also include designated public parking.

**F. Zoning, Building Code and Ordinances**

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



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

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

The Phase I Projects fall within the permitted uses in the B-2 Zoning District. Redevelopers shall be responsible for any additional zoning, building code, or ordinances changes that are necessary for the Phase I Projects. Retail LLC also intends to file a condominium declaration on the lot containing the former Walmart building to legally separate the building into two or more separate parcels.

**EXHIBIT “6”  
Cost Benefit Analysis**

**Supplement to the WHO Development Redevelopment Project**

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

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

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

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

**Bomgaars Project**

a.	Anticipated Project Site Base Valuation (2018):	\$600,000.00
b.	Projected Completed Project Assessed Valuation:	\$2,250,000.00
c.	Projected Tax Increment Base (b. minus a.):	\$1,650,000.00
d.	Estimated Tax Levy: 1.905293	
e.	Annual Projected Tax Shift:	\$31,149.96

**Hotel Project**

a.	Anticipated Project Site Base Valuation (2018):	\$150,000.00
b.	Projected Completed Project Assessed Valuation:	\$4,000,000.00
c.	Projected Tax Increment Base (b. minus a.):	\$3,850,000.00
d.	Estimated Tax Levy: 1.905293	
e.	Annual Projected Tax Shift:	\$72,620.24

**Apartment Project**

a.	Anticipated Project Site Base Valuation (2018):	\$250,000.00
b.	Projected Completed Project Assessed Valuation:	\$6,675,000.00
c.	Projected Tax Increment Base (b. minus a.):	\$6,425,000.00
d.	Estimated Tax Levy: 1.905293	
e.	Annual Projected Tax Shift:	\$121,190.93

*Notes:*

- 1. The assessed value of the entire 12 acre vacant Walmart site for January 1, 2018 was \$1,525,275. Of this amount, approximately \$1,000,000 is being attributed to the portion making up the Phase I Project Sites.*
- 2. The Projected Tax Increment is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is assumed to be the 2017 levy rate. There has been no accounting for incremental growth over the 15 year TIF period.*

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

- a. Public infrastructure improvements and impacts:

**Bomgaars Project**

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

**Hotel Project**

There are no anticipated negative public infrastructure impacts from the Hotel Project. The Hotel Project will require the extension and relocation of the public utilities to serve the lots in the development, but the Hotel Project should not create a burden on public resources. Lodging LLC will construct internal private roadways or implement access easements within the Redevelopment Area between the hotel, the Bomgaars store,

the apartments, and developments in future phases to provide the necessary ingress and egress for the Hotel Project, but no additional public roads or work in the public right-of-way will be required for this project. Public storm sewer improvements will be constructed as part of the Hotel Project. Drainage and detention improvements required for the Hotel Project will benefit the public and surrounding property.

### **Apartment Project**

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

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

### **Bomgaars Project**

Retail LLC and the CDA anticipate that the Bomgaars Project will provide significant sales tax revenue to Platte County and the City. Based upon preliminary projections and at a city sales tax rate of 1.5 percent, additional sales taxes generated by the Bomgaars project should be approximately \$30,000 per year. Additionally, the Bomgaars Project will include a significant amount of personal property that will be on the property tax rolls upon its acquisition and installation.

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

### **Hotel Project**

Lodging LLC and the CDA anticipate that the Hotel Project will provide significant sales tax revenue to Platte County and the City. Based upon preliminary projections and at a city sales tax rate of 1.5%, sales taxes generated by the hotel should be approximately \$25,000 per year. Additionally, the Hotel Project will include a significant amount of personal property that will be on the property tax rolls upon its acquisition and installation.

Lodging LLC and the CDA anticipate that the Hotel Project will provide significant lodging tax revenue to Platte County and the City. Based on preliminary projections and at a combined lodging tax rate of 4%, lodging tax revenue generated by the hotel should be approximately \$60,000-\$70,000 per year.

### **Apartment Project**

The City should realize revenue from sales tax paid by new residents of the apartments constructed as part of the Apartment Project. Additionally, the Apartment Project will include a significant amount of personal property that will be on the property tax rolls upon its acquisition and installation.

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

#### **Bomgaars Project**

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

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

Retail LLC anticipates the creation of a number of new jobs. The Bomgaars store will be approximately 200% larger than the current Bomgaars store in the City, resulting in more jobs. Bearing the above in mind, Retail LLC and the CDA anticipate that the Bomgaars Project will have a positive impact on employers and employees of firms locating or expanding within the boundaries of the Bomgaars Site.

#### **Hotel Project**

Currently, there are no employers or employees within the larger Redevelopment Area encompassing the Hotel Project. As such, As such, the CDA expects that the public and private improvements associated with the Hotel Project will attract businesses, employees and residents to the area. The influx of visitors to the area created by the Hotel Project should create a boost to the surrounding businesses.

Construction of the hotel will require between 100-125 construction employees and managers. Lodging LLC intends to use as many local construction trades as possible during construction. Those contractors that come from outside the City will use other hotels, apartments, restaurants, gas stations and other services and facilities in the City during the approximately eleven-month construction time frame. Total payroll to construction workers will be in excess of \$3 million.

Lodging LLC anticipates that the Hotel Project will result in the creation of 6-8 full-time jobs and 8-12 part-time jobs. Bearing the above in mind, Lodging LLC and the CDA anticipate that the Hotel Project will have a positive impact on employers and employees of firms locating or expanding within the boundaries of the Hotel Site.

### **Apartment Project**

Currently, there are no employers or employees within the larger Redevelopment Area encompassing the Apartment Project. As such, As such, the CDA expects that the public and private improvements associated with the Apartment Project will attract businesses, employees and residents to the area. The influx of residents within the area created by the Apartment Project should create a boost to the surrounding businesses.

Additionally, there is a need for housing in the City. As such, the Apartment Project will provide needed additional housing for employees of firms both within and outside of the Redevelopment Area.

Construction of the hotel will require between 100-125 construction employees and managers. Quantum intends to use as many local construction trades as possible during construction. Those contractors that come from outside the City will use other hotels, apartments, restaurants, gas stations and other services and facilities in the City during the approximately eleven-month construction time frame. Total payroll to these construction workers will be in excess of \$3 million.

Quantum anticipates that the Apartment Project will result in the creation of 1-2 full-time jobs and 2-6 part-time jobs. Bearing the above in mind, Quantum and the CDA anticipate that the Apartment Project will have a positive impact on employers and employees of firms locating or expanding within the boundaries of the Hotel Site.

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

### **Bomgaars Project**

The CDA does not anticipate that the Bomgaars Project will have an adverse material impact on other employers and employees within the City or immediately outside the area of the Bomgaars Project. The Bomgaars Site was previously occupied

by Walmart, so Bomgaar's occupancy (i.e., a smaller retailer) should not have a material effect on retailers and other employers located outside the area.

### **Hotel Project**

The proposed hotel is an upper midscale hotel, which would complement the existing hotel options in the City. Lodging LLC engaged Core Distinction Group to prepare a feasibility study with respect to the hotel.

Core Distinction performed multiple community interviews to help determine the need for a new hotel:

- When Core Distinction Group asked individual businesses in the area if they had need for new, quality accommodations in the community, 84% identified specific a need.
- When Core Distinction Group asked individuals and businesses in the area if they there was a need in the City for a new hotel, 100% stated they did.

Core Distinction surveyed representatives from the Columbus Area Chamber of Commerce, the Columbus/Platte County Convention and Visitors Bureau, and numerous businesses in the community. Multiple interviewees noted that they see a great need for additional lodging generally, and a great need for a new hotel with additional amenities. There was substantial support for a new hotel and a consensus that additional hotel rooms were needed in the community. In addition to these interviews, Core Distinction performed independent research and determined there is additional need in the market from the large companies in the City and the surrounding area.

Based upon this information, Lodging LLC determined that the City could support a new hotel. Furthermore, based upon the stated need for a new hotel in the community, Lodging LLC does not anticipate a negative impact on surrounding businesses in the hospitality industry beyond healthy business competition.

### **Apartment Project**

The CDA does not anticipate that the Apartment Project will have an adverse material impact on other employers and employees within the City or immediately outside the area of the Apartment Project. The City is in need of additional housing. Accordingly, the Apartment Project will benefit employees and employers outside of the area by providing needed housing options.

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

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

### **Bomgaars Project**

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

### **Hotel Project**

- The Hotel Project will occupy land that is vacant, has been determined to be blighted and substandard, and has limited assessed tax value in its current state.
- The Hotel Project should help promote the development of future projects within the western portion of the City along 23rd Street.
- Lodging LLC and the CDA anticipate minimal to no impact on demand for community services stemming from the Hotel Project.
- The Hotel Project should bring significant consumer spending to other area businesses from hotel guests currently staying in other markets. Most notably, restaurants and gas stations will receive an immediate and direct benefit from the Hotel Project.

### **Apartment Project**

- The Apartment Project will occupy land that is vacant, has been determined to be blighted and substandard, and has limited assessed tax value in its current state.
- The Apartment Project should help promote the development of future projects within the western portion of the City along 23rd Street.
- Redeveloper and the CDA anticipate minimal to no impact on demand for community services stemming from the Apartment Project.
- The Apartment Project should bring significant consumer spending to other area businesses from apartment residents currently living in other markets. The residential density will expand the need for existing services resulting in more employment by existing businesses within the area due to the increased demand for goods and services.

## **6. Cost Benefit Analysis Conclusion:**

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

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

You are hereby notified that a public hearing before the Planning Commission of the City of Columbus, Nebraska, will be held on Monday, September 9, 2019, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the preliminary plat of Harry Potter Subdivision, Lot 1, Reiche Addition to the City of Columbus, Nebraska, (4180 48 Avenue) and at said time and place you may appear and be heard.

Dated this 29 day of August, 2019.

CITY OF COLUMBUS, NEBRASKA  
By: Janelle Kline  
City Clerk

Publish: 08:29:19  
One Affidavit of Publication

The City of **Columbus**

**MEMORANDUM**

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**DATE:** September 4, 2019  
**FROM :** Richard J. Bogus, City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Harry Potter Subdivision - Preliminary Plat

**RECOMMENDATION:**

I recommend the approval of the preliminary plat of Harry Potter Subdivision as it is amenable with the adjacent land use consisting of residential development, future land use, and is in accordance with the Land Development Ordinance 96-08.

**DISCUSSION:**

The subdivision consists of splitting one lot into two lots. The subdivision is within the corporate limits. At this time no building or site additions are proposed and thus no utilities or stormwater treatment facilities are required. A pre-preliminary meeting was held on August 22<sup>nd</sup>.

**FISCAL IMPACT:**

None

**ALTERNATIVE:**

Do not approve.

**CONCURRENCE:**

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

**SIGNATURE:**

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

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

MAJOR SUBDIVISION / ADDITION APPLICATION

FILED

**PRELIMINARY** FINAL (Circle One)

AUG 19 2019

CITY CLERK  
COLUMBUS, NEBR.

DATE: August 19, 2019

NAME OF SUBDIVISION: Harry Potter Subdivision

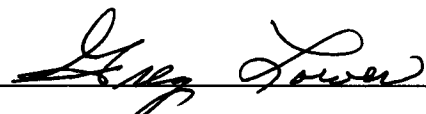
NAME OF APPLICANT: Gary Potter

ADDRESS OF APPLICANT: 2816 Husker Lane, Columbus, NE 68601

NUMBER OF LOTS IN SUBDIVISION: 2

ADDRESS OF SUBDIVISION: 4180 48<sup>th</sup> Avenue

I hereby apply for a major subdivision and have paid the \$125.00 application fee, and \$100.00 review fee plus \$10.00 per lot review fee.

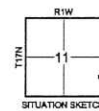
  
\_\_\_\_\_  
Owner or Owner's Representative

PRELIMINARY PLAT  
**Harry Potter Subdivision**

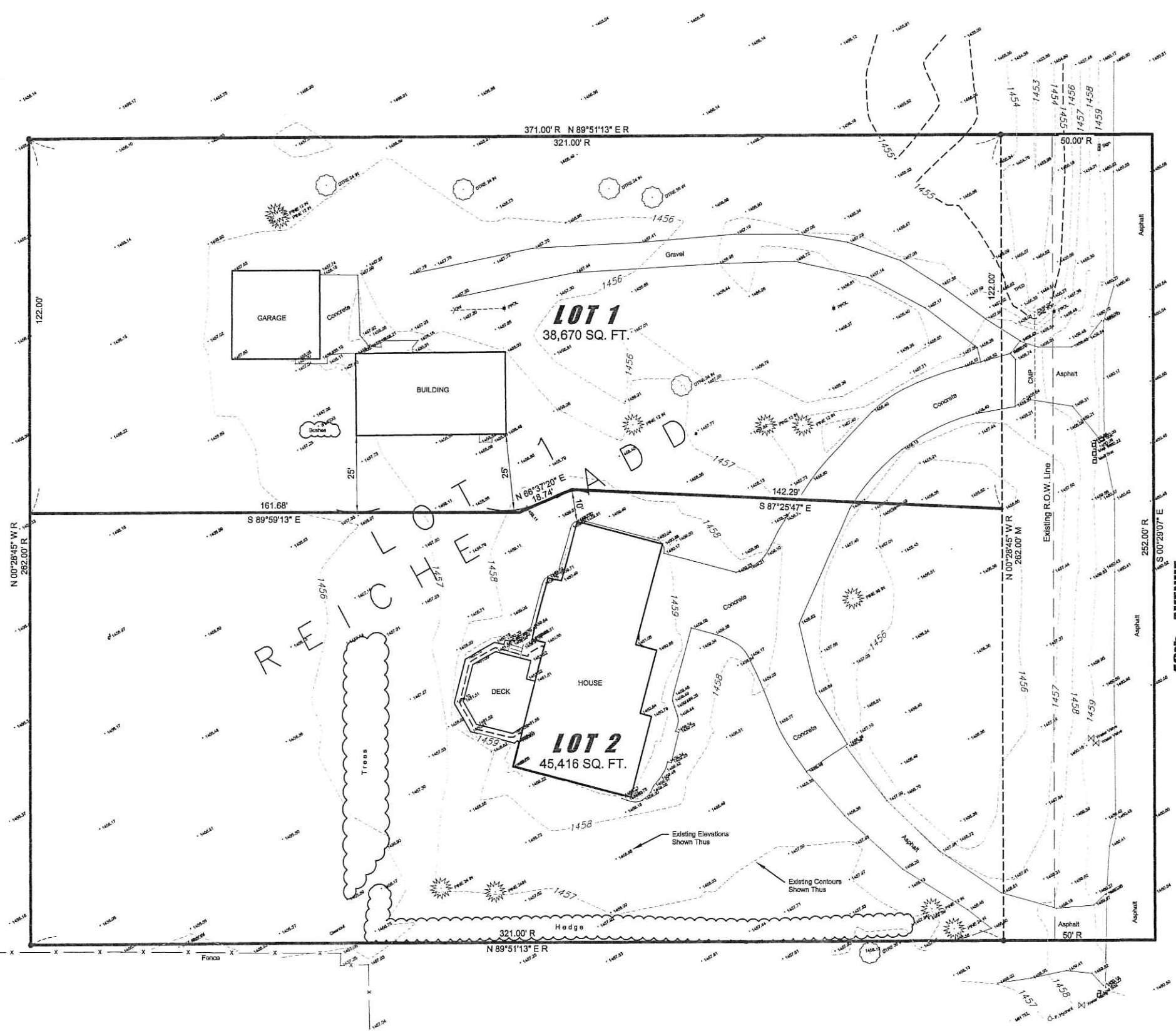
A Replat of Lot 1, Reiche Addition a minor subdivision to the City of Columbus, located in a portion of the SE 1/4, Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska.

OWNER:  
 GARY POTTER  
 2816 HUSKER LANE  
 COLUMBUS, NE 68601

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



LEGEND  
 ● - Found 5/8" Rebar  
 R - Recorded Distance  
 M - Measured Distance



**LEGAL DESCRIPTION**

Lot 1, Reiche Addition, City of Columbus, Nebraska.

**PLANNING COMMISSION**

This preliminary plat of HARRY POTTER SUBDIVISION to the City of Columbus, Nebraska, approved by the Planning Commission this \_\_\_\_ day of \_\_\_\_\_, 2019.

Chairman \_\_\_\_\_

**CITY COUNCIL APPROVAL**

This preliminary plat of HARRY POTTER SUBDIVISION to the City of Columbus, Nebraska, approved by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2019.

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

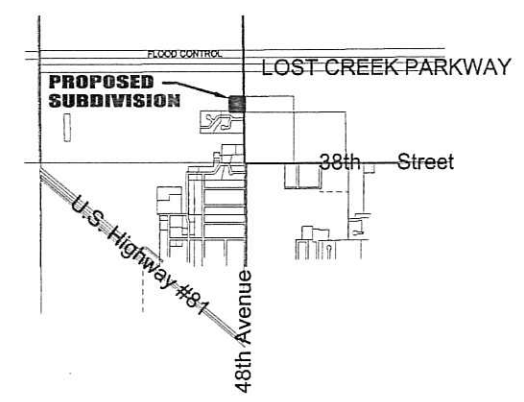
Mayor \_\_\_\_\_

**SURVEYOR'S CERTIFICATE**

I, Clyde R. Flowers, Jr., a registered surveyor of the State of Nebraska, hereby certify that this Preliminary Plat of HARRY POTTER SUBDIVISION, was made under my direction.



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



SITUATION SKETCH

Diggers Hotline of Nebraska 1-800-331-5666

Phone (402) 944-2607  
 Fax (402) 944-2600  
 Box 335, 2670 33rd Ave.  
 Columbus, Nebraska 68602-0335

**GILMORE & ASSOCIATES INC.**  
 Engineers, Surveyors

HARRY POTTER SUBDIVISION  
 COLUMBUS, NEBRASKA  
 PRELIMINARY PLAT

DRN BY: RTK  
 DATE: 4/19/2019  
 SCALE: AS SHOWN  
 PROJ: 211.853  
 F.B.:  
 SHEET: 1 of 1

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

You are hereby notified that a public hearing before the Planning Commission of the City of Columbus, Nebraska, will be held on Monday, September 9, 2019, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the final plat and development agreement of Energy Triangle Second Addition, Lot 1, Energy Triangle Addition to the City of Columbus, Platte County, Nebraska; and tracts of land located in the Northwest 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 8, T17N, R1E of the 6th P.M., Platte County, Nebraska, more particularly described as follows: commencing at the Northwest Corner of the Southwest 1/4 of Section 8, T17N, R1E of the 6th P.M., Platte County, Nebraska; thence N 89°43'28" E, 32.51 feet on the North line of said Southwest 1/4 to the Point of Beginning; thence S 30°11'02" E, 1535.64 feet; thence S 30°10'39" E, 818.68 feet; thence S 52°24'01" E, 1007.55 feet to the South line of said Southwest 1/4; thence N 89°36'04" E, 621.19 feet to the Southeast Corner of said Southwest 1/4; thence N 00°09'54" E on the East line of said Southwest 1/4, 2121.92 feet; thence N 87°13'00" E, 40.05 feet; thence N 00°09'54" W, 395.61 feet to a point on the South Right-of-Way line of Lost Creek Parkway; thence S 87°12'45" W, 40.05 to the intersection of said South Right-of-Way line and the East line of said Southwest 1/4; thence S 87°12'45" W on said South Right-of-Way line, 655.29 feet; thence N 68°59'40" W on said South Right-of-Way line, 466.56 feet to a point on the North line of said Southwest 1/4; thence S 89°43'28" W on said North line, 1520.26 feet to the Point of Beginning, containing 106.13 acres more or less (south and east of the intersection of Old Monastery Road and Lost Creek Parkway) and at said time and place you may appear and be heard.

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

Dated this 29 day of August, 2019.

CITY OF COLUMBUS, NEBRASKA  
By: Janelle Kline  
City Clerk

Publish: 08:29:19  
Two Affidavits of Publication

The City of **Columbus**

**MEMORANDUM**

**DATE:** September 4, 2019  
**FROM :** Richard J. Bogus, City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Energy Triangle Second Addition – Final Plat

**RECOMMENDATION:**

I recommend the approval of the final plat and annexation of Energy Triangle Second Addition or portions not previously included within the corporate limits as it is amenable with the existing property, adjacent land use, and the future land use and is in accordance with the Land Development Ordinance 96-08 as amended.

**DISCUSSION:**

The addition consists of 6 developable lots and includes a tract for 10<sup>th</sup> Avenue roadway dedication from the property owner to the east. Lot 1 is the existing Loup Power Service Center complex. Water main will be looped to the City system. Sanitary sewer service will be from the intersection of Lost Creek Parkway and 10<sup>th</sup> Avenue connecting to a separate City project. Streets will be connected Lost Creek Parkway which will have a right hand turn lane and reconstruction of the left hand turn lane.

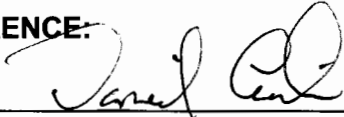
**FISCAL IMPACT:**

Minor costs for utility extensions and streets.

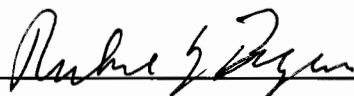
**ALTERNATIVE:**

Do not approve.

**CONCURRENCE:**

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

**SIGNATURE:**

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

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

**MAJOR SUBDIVISION/ADDITION APPLICATION**

**PRELIMINARY / FINAL (Circle One)**

DATE: April 22, 2019

NAME OF SUBDIVISION: Energy Triangle Second Addition

NAME OF APPLICANT: Loup Power District

ADDRESS OF APPLICANT: 2404 15th St

Columbus, NE 68601

NUMBER OF LOTS IN SUBDIVISION: 6

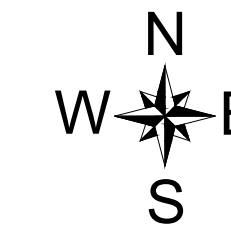
ADDRESS OF SUBDIVISION: Energy Triangle Second Addition

I hereby apply for a major subdivision and have paid the \$125.00 application fee, and \$100.00 review fee plus \$10.00 per lot review fee.

John A. Zwingman, Project Engineer  
Owner or Owner's Representative

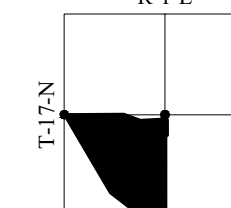
### ENERGY TRIANGLE SECOND ADDITION

Of Lot 1, Energy Triangle Addition and tracts of land located in the Northwest 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 8, T17N, R1E of the 6th P.M., Platte County, Nebraska.

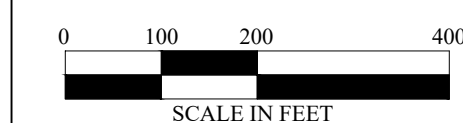


Drawn By: LRR  
Date: July 15, 2019  
Project Number: S-071-090  
Scale: 1" = 200'

Situation Sketch  
R-1-E



SECTION 8  
Platte County, Nebraska



- Drainage & Utility Easements (As Shown)
- 10' Front and Street Side Setbacks
- 0' Interior Side Setbacks
- 20' Rear Setbacks

- LEGEND**
- Section Corner Found
  - Property Corner Found
  - Property Corner Set (5/8" x 24" LB. w/ Cap)
  - M Measured Distance
  - R Recorded Distance

**ZONING**  
Existing Zone: AG & B-2

**Curve A**  
88.32' M (Arc)  
Radius= 1070.00'  
88.30' M (Chord)  
N 87°54'26" W

**Curve B**  
89.38' M (Arc)  
Radius= 1070.00'  
89.35' M (Chord)  
N 83°08'58" W

**Curve C**  
164.42' M (Arc)  
Radius= 990.00'  
164.23' M (Chord)  
N 85°30'52" W

**DEVELOPER/OWNER:**  
Loup River Public Power District  
2404 15th Street  
Columbus, NE 68602  
Phone: 402-564-3171

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

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

This survey was prepared at the request of Loup Power District, Columbus, Nebraska.

#### FIELD NOTES

A) Northwest Corner, Southwest 1/4, Section 8, T17N, R1E: Found Railroad Spike 0.1' deep as recorded by Thomas A. Tremel, LS#455 on September 16, 2010.  
35.62' East to "X" Nails in Power Pole.  
35.64' West to "X" Nails in Power Pole.  
31.10' SSE to Nail in Disk in Gate Post.  
On Range of Power Poles East.  
On Centerline of Old Monastery Drive North.

B) Center of Section 8, T17N, R1E: Found Survey Marker as recorded by Thomas A. Tremel, LS#455 on April 13, 2018.  
45.75' NE to "X" Nails in Power Pole.  
63.09' SW to Survey Marker in Concrete Joint.  
78.60' SE to Survey Marker in Top of Curb Joint.  
19.0' South to Centerline Joint of West Bound Lane of Lost Creek Parkway.  
8' East to Range of Power Poles North.  
On Range of Fence North.

C) Southeast Corner, Southwest 1/4, Section 8, T17N, R1E: Found 3/4" Iron Pipe in the Base of a Corner Fence as Recorded by Terry L. Schulz, LS#550 on July 10, 2015.  
9.08' North to Nail in Brace Post.  
10.53' South to Nail in Brace Post.  
0.40' SW to Face of Corner Fence Post.  
On Range of Fence North, South and West.

#### LEGAL DESCRIPTION

Lot 1, Energy Triangle Addition to the City of Columbus, Platte County, Nebraska; and tracts of land located in the Northwest 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 8, T17N, R1E of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Commencing at the Northwest Corner of the Southwest 1/4 of Section 8, T17N, R1E of the 6th P.M., Platte County, Nebraska; thence N 89°43'28" E, 32.51 feet on the North line of said Southwest 1/4 to the Point of Beginning; thence S 30°11'02" E, 1535.64 feet; thence S 30°10'39" E, 818.68 feet; thence S 52°24'01" E, 1007.55 feet to the South line of said Southwest 1/4; thence N 89°36'04" E, 621.19 feet to the Southeast Corner of said Southwest 1/4; thence N 00°09'54" E on the East line of said Southwest 1/4, 2121.92 feet; thence N 87°13'00" E, 40.05 feet; thence N 00°09'54" W, 395.61 feet to a point on the South Right-of-Way line of Lost Creek Parkway; thence S 87°12'45" W, 40.05 to the intersection of said South Right-of-Way line and the East line of said Southwest 1/4; thence S 87°12'45" W on said South Right-of-Way line, 655.29 feet; thence N 68°59'40" W on said South Right-of-Way line, 466.56 feet to a point on the North line of said Southwest 1/4; thence S 89°43'28" W on said North line, 1520.26 feet to the Point of Beginning, containing 106.13 acres more or less.

#### SURVEYOR'S CERTIFICATE

I, Terry L. Schulz, a Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me on July 15, 2019; also that all dimensions are in feet and are correct to the best of my knowledge and belief.

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

#### DEDICATION

We, Loup River Public Power District, Lois L. Rodehorst Etal, owners of the described property, ENERGY TRIANGLE SECOND ADDITION, hereby dedicate for the use and benefit of the public, the streets and easements as designated and shown on this plat on this \_\_\_\_ day of \_\_\_\_\_, 2019.

Neal Suess, President \_\_\_\_\_ Lois L. Rodehorst Etal \_\_\_\_\_  
Loup River Public Power District

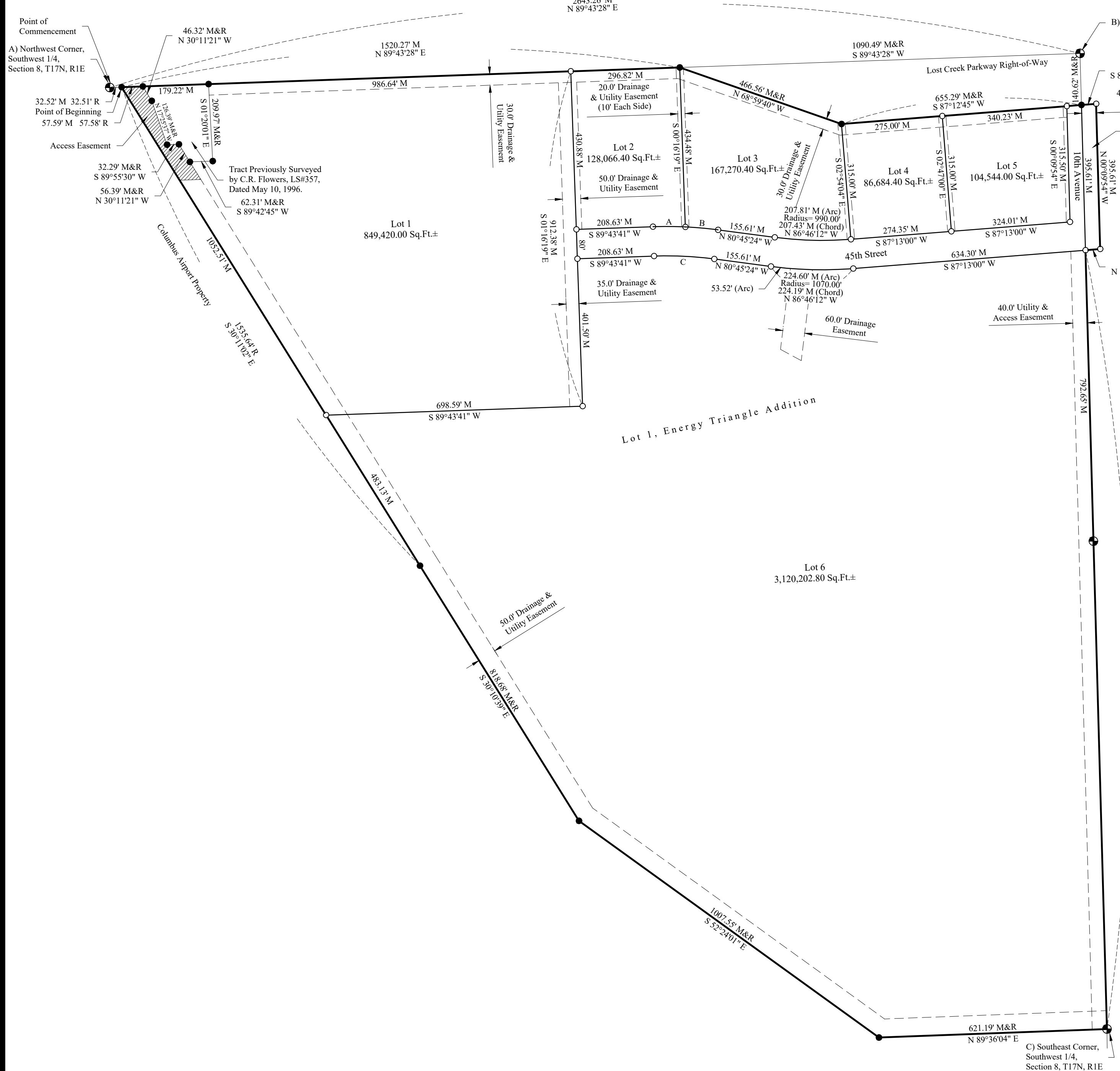
COLUMBUS NEBRASKA PLANNING COMMISSION  
This Final Plat of ENERGY TRIANGLE SECOND ADDITION, Columbus, Platte County, Nebraska approved by the Planning Commission  
this \_\_\_\_ day of \_\_\_\_\_, 2019.

Chairman \_\_\_\_\_  
COLUMBUS NEBRASKA CITY COUNCIL  
This Final Plat of ENERGY TRIANGLE SECOND ADDITION, Columbus, Platte County, Nebraska approved by the City Council this  
\_\_\_\_ day of \_\_\_\_\_, 2019 by Resolution No. \_\_\_\_\_.

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

COLUMBUS, NEBRASKA SCHOOL BOARD  
This Final Plat of ENERGY TRIANGLE SECOND ADDITION to the City of Columbus, Nebraska is approved by the Columbus Public Schools on this  
\_\_\_\_ day of \_\_\_\_\_, 2019.

School Superintendent \_\_\_\_\_



Point of Commencement  
A) Northwest Corner, Southwest 1/4, Section 8, T17N, R1E  
32.52' M 32.51' R  
Point of Beginning  
57.59' M 57.58' R  
Access Easement  
32.29' M&R  
S 89°55'30" W  
56.39' M&R  
N 30°11'21" W  
62.31' M&R  
S 89°42'45" W

Tract Previously Surveyed by C.R. Flowers, LS#357, Dated May 10, 1996.  
46.32' M&R  
N 30°11'21" W  
179.22' M  
209.97' M&R  
S 01°20'01" E  
12.99' M&R  
S 01°20'01" E

2643.26' M  
N 89°43'28" E

1520.27' M  
N 89°43'28" E

Lot 1  
849,420.00 Sq.Ft.±

296.82' M  
20.0' Drainage & Utility Easement (10' Each Side)

Lot 2  
128,066.40 Sq.Ft.±

Lot 3  
167,270.40 Sq.Ft.±

Lot 4  
86,684.40 Sq.Ft.±

Lot 5  
104,544.00 Sq.Ft.±

Lot 7  
15,824.31 Sq.Ft.±

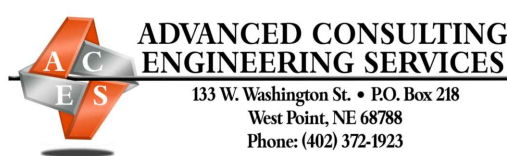
207.81' M (Arc)  
Radius= 990.00'  
207.43' M (Chord)  
N 86°46'12" W

224.60' M (Arc)  
Radius= 1070.00'  
224.19' M (Chord)  
N 86°46'12" W

60.0' Drainage Easement

Lot 1, Energy Triangle Addition

Lot 6  
3,120,202.80 Sq.Ft.±



Once Recorded Return Document To: Clark J. Grant, 1464 27<sup>th</sup> Ave., Columbus, NE68601  
ENERGY TRIANGLE SECOND ADDITION  
SUBDIVISION AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between **Loup River Public Power District**, a public corporation and political subdivision of the State of Nebraska, (hereinafter referred to as “Subdivider”) and the **CITY OF COLUMBUS**, a Municipal Corporation in the State of Nebraska, hereinafter referred to as “City.”

WITNESSETH:

WHEREAS, Subdivider is the owner of the land included within the proposed plat attached hereto as Exhibit “A”, commonly known as Energy Triangle Second 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 Agreement, the following words and phrases shall have the following meanings:

- A. 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.
- B. “Property benefitted” shall mean property within the Area to be Developed (Exhibit “A”), which will comprise 105.77 acres of property.

- C. “Street intersections” shall be construed to mean the areas shown in the city policy for the same adopted by Resolution R96-78, a copy of which is attached hereto and 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, 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 constructed according to city standards. The entire cost of paving and storm sewer improvements except for intersections shall be paid by the Subdivider with exception of intersection pavement and pavement in excess of thirty-three (33) feet in width and six (6) inches in thickness, the oversized cost shall be paid for by the City of Columbus.
- C. The sanitary sewer system, including but not limited to: mains, manholes and related appurtenances shall be constructed according to city standards in dedicated street rights-of-way and easements, per plat (Exhibit “A”), the same to be located on sanitary sewer plan prepared by Advanced Consulting Engineering Services. The entire cost of sanitary sewer improvements shall be paid by the Subdivider, with exception of sanitary sewer mains that are greater than eight (8) inches, the oversized cost shall be paid for by the City of Columbus.
- D. The storm water sewer system, including, but not limited to: mains, inlets, manholes, and related appurtenances constructed according to city standards in street rights-of-way, rear lot lines, and easements, per plat (Exhibit “A”) to be located on storm water system plan prepared by Advanced Consulting Engineering Services. The Subdivider will be responsible for the design, financing and construction of said storm sewer improvements. The entire cost of storm sewer improvements shall be paid by the Subdivider, with exception of storm sewer mains that are greater than 12-inches, the oversized cost shall be paid for by the city of Columbus.
- E. The water distribution system, including but not limited to: mains hydrants and valves shall be constructed according to city standards within street rights-of-way and easement per plat (Exhibit “A”) on water plan prepared by Advanced Consulting Engineering Services. The Subdivider will be responsible for the

design, financing and construction of said water distribution improvements. The entire cost of the water distribution improvements shall be paid by the Subdivider, with exception of water mains that are greater than six (6) inches, the oversized cost shall be paid for by the City of Columbus.

- F. Natural gas distribution mains located within dedicated street rights-of-way or easement area 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 River Public Power District at no cost to the Subdivider or the City.
- H. Subdivider will arrange for street Lighting for public streets dedicated per plat (Exhibit "A") to be provided by Loup River Public Power District at subdivider's cost and at no cost to the City.
- I. Lot owner shall be responsible for installing the sidewalk. If any lot remains a common area lot, subdivider shall install the sidewalk for said lot.
- J. Grading for the Area to be Developed shall be completed by the Subdivider pursuant to the drainage plan elevations shown on the Final Grading Plan (Exhibit "B") submitted with the final plat and the Nebraska Department of Environmental Quality National Pollutant Discharge Elimination System Stormwater Runoff permit. Permanent drainage structures and features not in public right-of-way shall be maintained and fully functional in accordance with Columbus City Code, Chapter 53, at Subdivider's expense. Subdivider agrees to obtain a Nebraska Department of Environmental Quality, National Pollutant Discharge Elimination System, Construction Storm Water Notice of Intent (NOI), including the Storm Water Pollution Prevention Plan (SWPPP), prior to disturbing more than one acre. The Subdivider shall provide a copy of the NOI and SWPPP to the City as part of the City's Municipal Storm Sewer Separation System requirements.

## SECTION II

Subdivider and City covenant and agree that the Subdivider will abide by and incorporate into all of its construction contracts the provisions required by the regulations of the City pertaining to construction of public improvements, and testing procedures therefore, except as otherwise provided in the 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 of 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 provision of this 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 Code Requirements at the time of application for the building permit, to the extent possible.

#### SECTION V

- A. 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.
- B. No separate administrative entity or joint venture, among the parties, is deemed created by virtue of the Subdivision Agreement.



On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Neal Sues, President of Loup River Public Power District, who is personally known by me to be the identical person whose name is affixed to the Subdivision Agreement, and acknowledged the execution thereof to be their 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

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

You are hereby notified that a public hearing before the Planning Commission of the City of Columbus, Nebraska, will be held on Monday, September 9, 2019, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the final plat and development agreement of Energy Triangle Second Addition, Lot 1, Energy Triangle Addition to the City of Columbus, Platte County, Nebraska; and tracts of land located in the Northwest 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 8, T17N, R1E of the 6th P.M., Platte County, Nebraska, more particularly described as follows: commencing at the Northwest Corner of the Southwest 1/4 of Section 8, T17N, R1E of the 6th P.M., Platte County, Nebraska; thence N 89°43'28" E, 32.51 feet on the North line of said Southwest 1/4 to the Point of Beginning; thence S 30°11'02" E, 1535.64 feet; thence S 30°10'39" E, 818.68 feet; thence S 52°24'01" E, 1007.55 feet to the South line of said Southwest 1/4; thence N 89°36'04" E, 621.19 feet to the Southeast Corner of said Southwest 1/4; thence N 00°09'54" E on the East line of said Southwest 1/4, 2121.92 feet; thence N 87°13'00" E, 40.05 feet; thence N 00°09'54" W, 395.61 feet to a point on the South Right-of-Way line of Lost Creek Parkway; thence S 87°12'45" W, 40.05 to the intersection of said South Right-of-Way line and the East line of said Southwest 1/4; thence S 87°12'45" W on said South Right-of-Way line, 655.29 feet; thence N 68°59'40" W on said South Right-of-Way line, 466.56 feet to a point on the North line of said Southwest 1/4; thence S 89°43'28" W on said North line, 1520.26 feet to the Point of Beginning, containing 106.13 acres more or less (south and east of the intersection of Old Monastery Road and Lost Creek Parkway) and at said time and place you may appear and be heard.

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

Dated this 29 day of August, 2019.

CITY OF COLUMBUS, NEBRASKA  
By: Janelle Kline  
City Clerk

Publish: 08:29:19  
Two Affidavits of Publication

The City of **Columbus**

**MEMORANDUM**

**DATE:** September 4, 2019  
**FROM :** Richard J. Bogus, City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Energy Triangle Second Addition – Final Plat

**RECOMMENDATION:**

I recommend the approval of the final plat and annexation of Energy Triangle Second Addition or portions not previously included within the corporate limits as it is amenable with the existing property, adjacent land use, and the future land use and is in accordance with the Land Development Ordinance 96-08 as amended.

**DISCUSSION:**

The addition consists of 6 developable lots and includes a tract for 10<sup>th</sup> Avenue roadway dedication from the property owner to the east. Lot 1 is the existing Loup Power Service Center complex. Water main will be looped to the City system. Sanitary sewer service will be from the intersection of Lost Creek Parkway and 10<sup>th</sup> Avenue connecting to a separate City project. Streets will be connected Lost Creek Parkway which will have a right hand turn lane and reconstruction of the left hand turn lane.

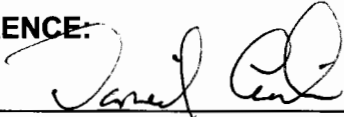
**FISCAL IMPACT:**

Minor costs for utility extensions and streets.

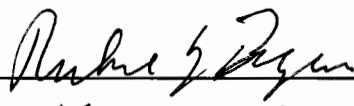
**ALTERNATIVE:**

Do not approve.

**CONCURRENCE:**

By: 

**SIGNATURE:**

By: 

Approved By: 

**MAJOR SUBDIVISION/ADDITION APPLICATION**

**PRELIMINARY / FINAL (Circle One)**

DATE: April 22, 2019

NAME OF SUBDIVISION: Energy Triangle Second Addition

NAME OF APPLICANT: Loup Power District

ADDRESS OF APPLICANT: 2404 15th St

Columbus, NE 68601

NUMBER OF LOTS IN SUBDIVISION: 6

ADDRESS OF SUBDIVISION: Energy Triangle Second Addition

I hereby apply for a major subdivision and have paid the \$125.00 application fee, and \$100.00 review fee plus \$10.00 per lot review fee.

John A. Zwingman, Project Engineer  
Owner or Owner's Representative

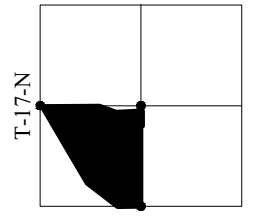
### ENERGY TRIANGLE SECOND ADDITION

Of Lot 1, Energy Triangle Addition and tracts of land located in the Northwest 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 8, T17N, R1E of the 6th P.M., Platte County, Nebraska.

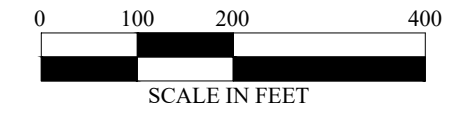


Drawn By: LRR  
Date: July 15, 2019  
Project Number: S-071-090  
Scale: 1" = 200'

Situation Sketch  
R-1-E



SECTION 8  
Platte County, Nebraska



- Drainage & Utility Easements (As Shown)
- 10' Front and Street Side Setbacks
- 0' Interior Side Setbacks
- 20' Rear Setbacks

#### LEGEND

- Section Corner Found
- Property Corner Found
- Property Corner Set (5/8" x 24" LB. w/ Cap)
- M Measured Distance
- R Recorded Distance

#### ZONING

Existing Zone: AG & B-2

Curve A  
88.32' M (Arc)  
Radius= 1070.00'  
88.30' M (Chord)  
N 87°54'26" W

Curve B  
89.38' M (Arc)  
Radius= 1070.00'  
89.35' M (Chord)  
N 83°08'58" W

Curve C  
164.42' M (Arc)  
Radius= 990.00'  
164.23' M (Chord)  
N 85°30'52" W

**DEVELOPER/OWNER:**  
Loup River Public Power District  
2404 15th Street  
Columbus, NE 68602  
Phone: 402-564-3171

Lois L. Rodehorst, Etal  
5668 18th Avenue  
Columbus, NE 68601

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

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

This survey was prepared at the request of Loup Power District, Columbus, Nebraska.

#### FIELD NOTES

- A) Northwest Corner, Southwest 1/4, Section 8, T17N, R1E: Found Railroad Spike 0.1' deep as recorded by Thomas A. Tremel, LS#455 on September 16, 2010.  
35.62' East to "X" Nails in Power Pole.  
35.64' West to "X" Nails in Power Pole.  
31.10' SSE to Nail in Disk in Gate Post.  
On Range of Power Poles East.  
On Centerline of Old Monastery Drive North.
- B) Center of Section 8, T17N, R1E: Found Survey Marker as recorded by Thomas A. Tremel, LS#455 on April 13, 2018.  
45.75' NE to "X" Nails in Power Pole.  
63.09' SW to Survey Marker in Concrete Joint.  
78.60' SE to Survey Marker in Top of Curb Joint.  
19.0' South to Centerline Joint of West Bound Lane of Lost Creek Parkway.  
8' East to Range of Power Poles North.  
On Range of Fence North.
- C) Southeast Corner, Southwest 1/4, Section 8, T17N, R1E: Found 3/4" Iron Pipe in the Base of a Corner Fence as Recorded by Terry L. Schulz, LS#550 on July 10, 2015.  
9.08' North to Nail in Brace Post.  
10.53' South to Nail in Brace Post.  
0.40' SW to Face of Corner Fence Post.  
On Range of Fence North, South and West.

#### LEGAL DESCRIPTION

Lot 1, Energy Triangle Addition to the City of Columbus, Platte County, Nebraska; and tracts of land located in the Northwest 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 8, T17N, R1E of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Commencing at the Northwest Corner of the Southwest 1/4 of Section 8, T17N, R1E of the 6th P.M., Platte County, Nebraska; thence N 89°43'28" E, 32.51 feet on the North line of said Southwest 1/4 to the Point of Beginning; thence S 30°11'02" E, 1535.64 feet; thence S 30°10'39" E, 818.68 feet; thence S 52°24'01" E, 1007.55 feet to the South line of said Southwest 1/4; thence N 89°36'04" E, 621.19 feet to the Southeast Corner of said Southwest 1/4; thence N 00°09'54" E on the East line of said Southwest 1/4, 2121.92 feet; thence N 87°13'00" E, 40.05 feet; thence N 00°09'54" W, 395.61 feet to a point on the South Right-of-Way line of Lost Creek Parkway; thence S 87°12'45" W, 40.05 to the intersection of said South Right-of-Way line and the East line of said Southwest 1/4; thence S 87°12'45" W on said South Right-of-Way line, 655.29 feet; thence N 68°59'40" W on said South Right-of-Way line, 466.56 feet to a point on the North line of said Southwest 1/4; thence S 89°43'28" W on said North line, 1520.26 feet to the Point of Beginning, containing 106.13 acres more or less.

#### SURVEYOR'S CERTIFICATE

I, Terry L. Schulz, a Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me on July 15, 2019; also that all dimensions are in feet and are correct to the best of my knowledge and belief.

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

#### DEDICATION

We, Loup River Public Power District, Lois L. Rodehorst Etal, owners of the described property, ENERGY TRIANGLE SECOND ADDITION, hereby dedicate for the use and benefit of the public, the streets and easements as designated and shown on this plat on this \_\_\_\_ day of \_\_\_\_\_, 2019.

Neal Suess, President \_\_\_\_\_ Lois L. Rodehorst Etal \_\_\_\_\_  
Loup River Public Power District

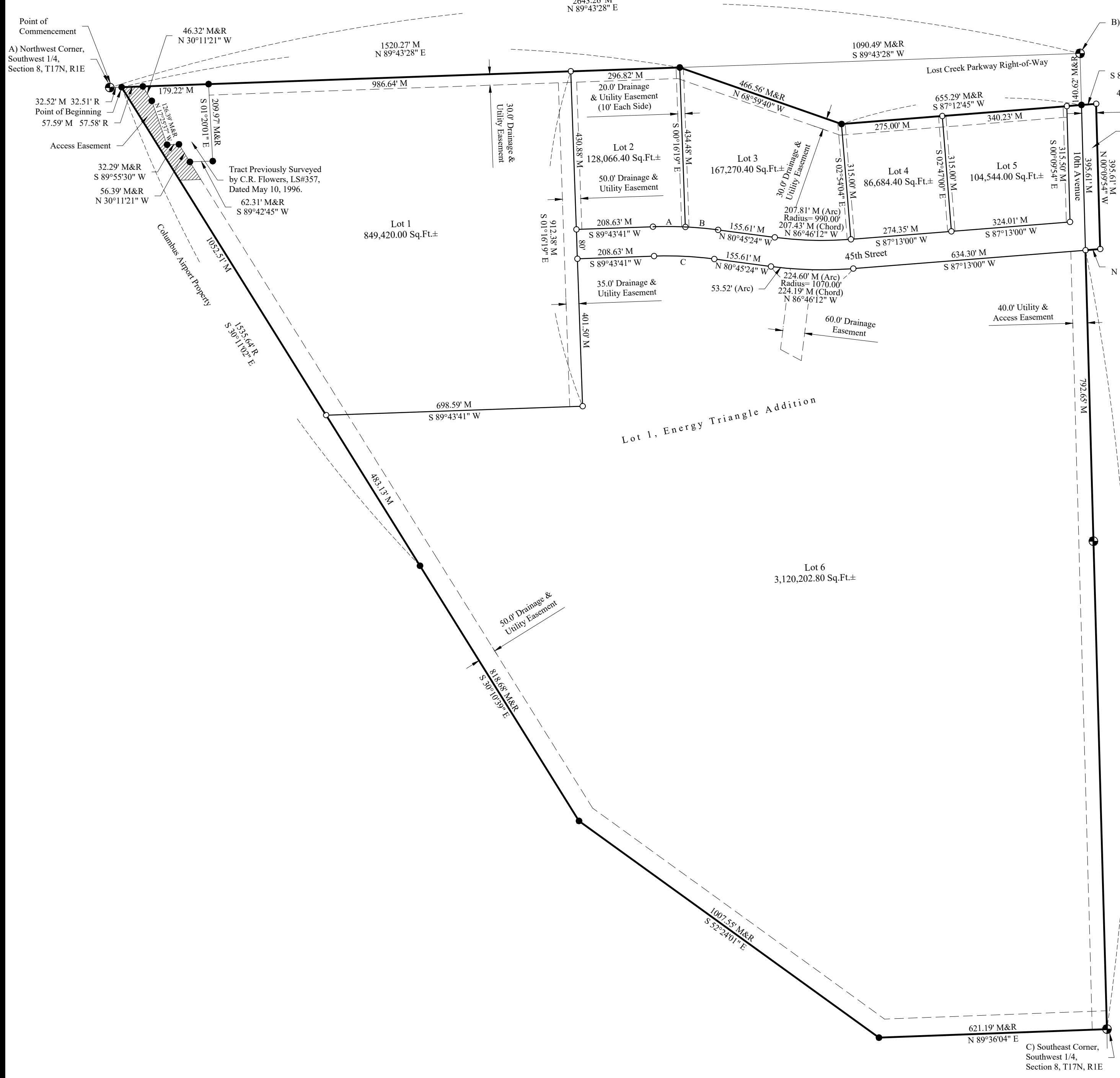
COLUMBUS NEBRASKA PLANNING COMMISSION  
This Final Plat of ENERGY TRIANGLE SECOND ADDITION, Columbus, Platte County, Nebraska approved by the Planning Commission  
this \_\_\_\_ day of \_\_\_\_\_, 2019.

Chairman \_\_\_\_\_  
COLUMBUS NEBRASKA CITY COUNCIL  
This Final Plat of ENERGY TRIANGLE SECOND ADDITION, Columbus, Platte County, Nebraska approved by the City Council this  
\_\_\_\_ day of \_\_\_\_\_, 2019 by Resolution No. \_\_\_\_\_.

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

COLUMBUS, NEBRASKA SCHOOL BOARD  
This Final Plat of ENERGY TRIANGLE SECOND ADDITION to the City of Columbus, Nebraska is approved by the Columbus Public Schools on this  
\_\_\_\_ day of \_\_\_\_\_, 2019.

School Superintendent \_\_\_\_\_



Once Recorded Return Document To: Clark J. Grant, 1464 27<sup>th</sup> Ave., Columbus, NE68601  
ENERGY TRIANGLE SECOND ADDITION  
SUBDIVISION AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between **Loup River Public Power District**, a public corporation and political subdivision of the State of Nebraska, (hereinafter referred to as “Subdivider”) and the **CITY OF COLUMBUS**, a Municipal Corporation in the State of Nebraska, hereinafter referred to as “City.”

WITNESSETH:

WHEREAS, Subdivider is the owner of the land included within the proposed plat attached hereto as Exhibit “A”, commonly known as Energy Triangle Second 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 Agreement, the following words and phrases shall have the following meanings:

- A. 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.
- B. “Property benefitted” shall mean property within the Area to be Developed (Exhibit “A”), which will comprise 105.77 acres of property.

- C. “Street intersections” shall be construed to mean the areas shown in the city policy for the same adopted by Resolution R96-78, a copy of which is attached hereto and 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, 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 constructed according to city standards. The entire cost of paving and storm sewer improvements except for intersections shall be paid by the Subdivider with exception of intersection pavement and pavement in excess of thirty-three (33) feet in width and six (6) inches in thickness, the oversized cost shall be paid for by the City of Columbus.
- C. The sanitary sewer system, including but not limited to: mains, manholes and related appurtenances shall be constructed according to city standards in dedicated street rights-of-way and easements, per plat (Exhibit “A”), the same to be located on sanitary sewer plan prepared by Advanced Consulting Engineering Services. The entire cost of sanitary sewer improvements shall be paid by the Subdivider, with exception of sanitary sewer mains that are greater than eight (8) inches, the oversized cost shall be paid for by the City of Columbus.
- D. The storm water sewer system, including, but not limited to: mains, inlets, manholes, and related appurtenances constructed according to city standards in street rights-of-way, rear lot lines, and easements, per plat (Exhibit “A”) to be located on storm water system plan prepared by Advanced Consulting Engineering Services. The Subdivider will be responsible for the design, financing and construction of said storm sewer improvements. The entire cost of storm sewer improvements shall be paid by the Subdivider, with exception of storm sewer mains that are greater than 12-inches, the oversized cost shall be paid for by the city of Columbus.
- E. The water distribution system, including but not limited to: mains hydrants and valves shall be constructed according to city standards within street rights-of-way and easement per plat (Exhibit “A”) on water plan prepared by Advanced Consulting Engineering Services. The Subdivider will be responsible for the

design, financing and construction of said water distribution improvements. The entire cost of the water distribution improvements shall be paid by the Subdivider, with exception of water mains that are greater than six (6) inches, the oversized cost shall be paid for by the City of Columbus.

- F. Natural gas distribution mains located within dedicated street rights-of-way or easement area 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 River Public Power District at no cost to the Subdivider or the City.
- H. Subdivider will arrange for street Lighting for public streets dedicated per plat (Exhibit "A") to be provided by Loup River Public Power District at subdivider's cost and at no cost to the City.
- I. Lot owner shall be responsible for installing the sidewalk. If any lot remains a common area lot, subdivider shall install the sidewalk for said lot.
- J. Grading for the Area to be Developed shall be completed by the Subdivider pursuant to the drainage plan elevations shown on the Final Grading Plan (Exhibit "B") submitted with the final plat and the Nebraska Department of Environmental Quality National Pollutant Discharge Elimination System Stormwater Runoff permit. Permanent drainage structures and features not in public right-of-way shall be maintained and fully functional in accordance with Columbus City Code, Chapter 53, at Subdivider's expense. Subdivider agrees to obtain a Nebraska Department of Environmental Quality, National Pollutant Discharge Elimination System, Construction Storm Water Notice of Intent (NOI), including the Storm Water Pollution Prevention Plan (SWPPP), prior to disturbing more than one acre. The Subdivider shall provide a copy of the NOI and SWPPP to the City as part of the City's Municipal Storm Sewer Separation System requirements.

## SECTION II

Subdivider and City covenant and agree that the Subdivider will abide by and incorporate into all of its construction contracts the provisions required by the regulations of the City pertaining to construction of public improvements, and testing procedures therefore, except as otherwise provided in the 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 of 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 provision of this 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 Code Requirements at the time of application for the building permit, to the extent possible.

#### SECTION V

- A. 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.
- B. No separate administrative entity or joint venture, among the parties, is deemed created by virtue of the Subdivision Agreement.



On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Neal Sues, President of Loup River Public Power District, who is personally known by me to be the identical person whose name is affixed to the Subdivision Agreement, and acknowledged the execution thereof to be their 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

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

You are hereby notified that a public hearing before the Planning Commission of the City of Columbus, Nebraska, will be held on Monday, September 9, 2019, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the application to rezone property located on the north half (N1/2) of Lot 1 and the east nineteen feet (19') of Lot 2, Block 5, Becher Place Addition to the City of Columbus, Platte County, Nebraska (1770 25 Avenue) from "R-1" (Single-Family Residential District) to "R-3" (Multiple-Family Residential District) and at said time and place you may appear and be heard.

Dated this 29 day of August, 2019.

CITY OF COLUMBUS, NEBRASKA  
By: Janelle Kline  
City Clerk

Publish: 08:29:19  
Two Affidavits of Publication

**CITY OF COLUMBUS  
MEMORANDUM**

---

**DATE:** September 4, 2019  
**FROM:** Daniel Curtis  
**TO:** City Administrator Tara Vasicek  
**RE:** Rezoning 1770 25<sup>th</sup> Ave

**RECOMMENDATION:**

I recommend approval of this rezoning from R-1 to R-3 with the condition that the only uses permitted are those listed under R-2 of Table 4-2 of the Land Development Ordinance. The Future Land Use map lists this area as mixed density and I believe this is a good use of the property.

**DISCUSSION:**

We have received an application to rezone the property located at 1770 25<sup>th</sup> Ave from R-1 to R-3, the applicant plans on constructing a duplex and if approved the R-3 zoning will allow 50% building coverage, the R-1 district limits building coverage to 35%. If approved the only use types permitted would be the same as R-2.

**FISCAL IMPACT:**

None

**ALTERNATIVE:**

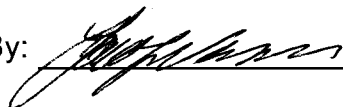
Deny the Rezoning

**SIGNATURE:**

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



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



## RE-ZONING APPLICATION

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

1. Applicant's Name: JARA PROPERTIES, LLC  
Applicant's Address: 4525 28<sup>th</sup> Street  
Columbus, NE 68601
2. Property Owner: JARA PROPERTIES, LLC  
Address of Property: 1770 25<sup>th</sup> Avenue  
Columbus, NE 68601

The North Half (N1/2) of Lot 1 and the East Nineteen Feet (19') of Lot 2, Block 5, Becher Place Addition to the City of Columbus, Platte County, Nebraska

Present Zoning Classification: R-1 (Single-Family Residential District)  
Requested Zoning Classification: R-3 (Multiple-Family Residential District)

3. Set forth a description of the nature and operating characteristics of the proposed use:  
Duplex (R-3 Zoning may be limited to Duplex use)
4. Please attach any graphic information, including site plans, elevations or other drawings, necessary to describe the proposed use to the approving agencies.  
See attached site plan

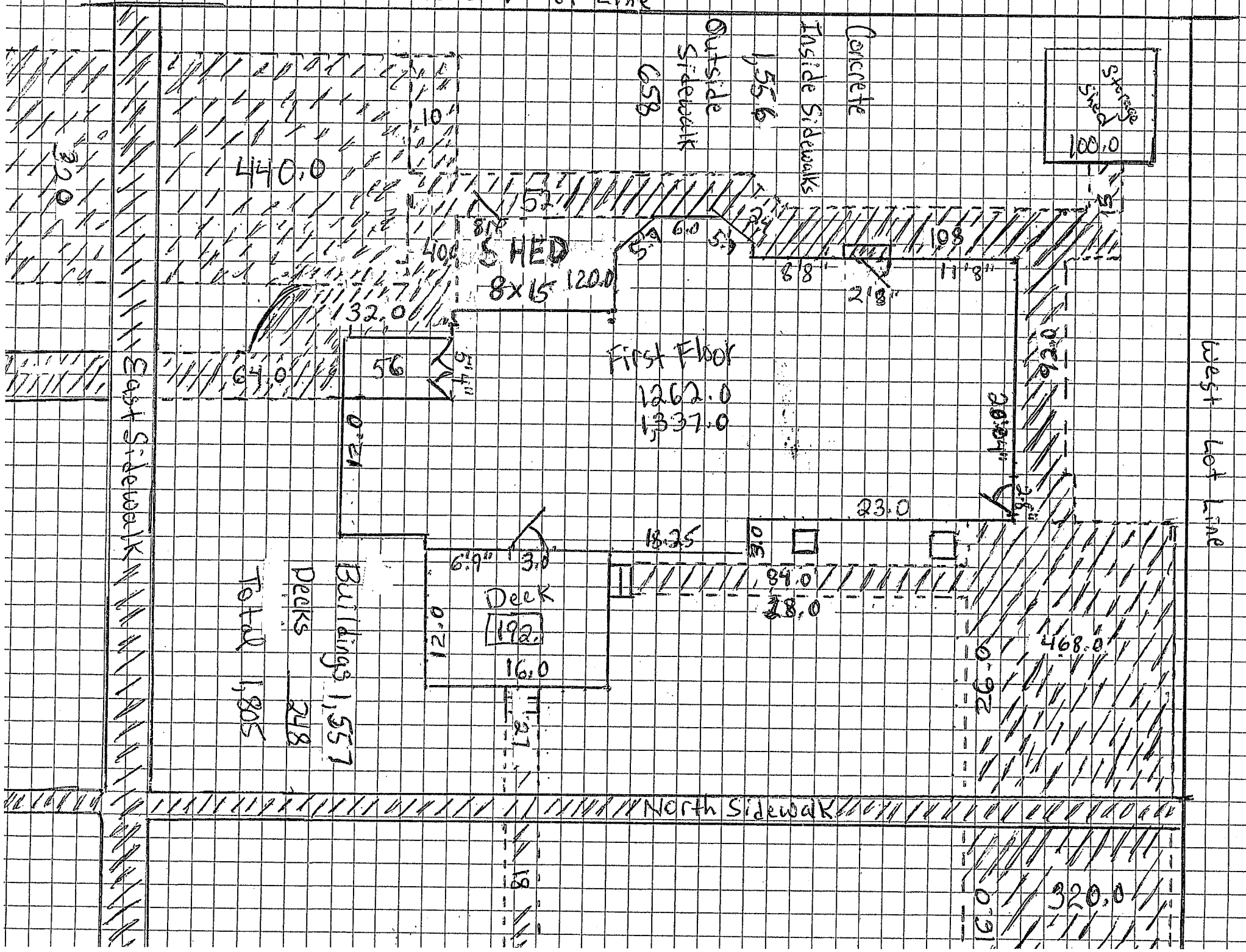
I, the undersigned, am the owner of the property described in this Application or the property owner's authorized agent.

Dated this 6<sup>th</sup> day of August, 2019.

  
Property Owner/Authorized Agent

South Lot Line

West Lot Line



East Sidewalk

Concrete  
 Inside Sidewalks  
 1,557  
 Outside Sidewalk OSB

Shed 100.0  
 100.0

SHED  
 8x15 120.0

First Floor  
 1262.0  
 1337.0

Deck  
 1192.0  
 16.0

Buildings 1,557  
 Decks 248  
 Total 1,805

North Sidewalk

East Sidewalk

*The City of* **Columbus**

**MEMORANDUM**

---

**DATE:** August 7, 2019  
**FROM:** Daniel Curtis, Community Development Director  
**TO:** Planning Commission and City Council  
**RE:** Amendments to the 2012 IRC

The amendments for consideration include;

1. Delete the requirement for fire protection of residential floors (R501.3)
2. Delete the requirement for self-closing hinges on the walk door between the house and garage. (R302.5.1)
3. In addition I updated Table R301.2(1) to conform with the minimum standards as provided by Code- No change from what we have been allowing for several years.

*Daniel Curtis*

---

Daniel Curtis  
Community Development Director

DC:srr:

City	Fire Protection Floors	Garage Walk Door Self Closing Hinges
North Platte	No	Yes
Kearney	Yes	Yes
Hastings	Yes	Yes
Fremont	No	No For Single Family Only
Norfolk	No	No
York	Yes	Yes
Blair	Yes*	Yes
Lincoln	No	No
Omaha	No**	2006 IRC No Requirement

\* Will be part of new Code

\*\*Still on 2006 IRC

2012 IRC

**R501.3 Fire protection of floors.** Floor assemblies, not required elsewhere in this code to be fire-resistance rated, shall be provided with a 1/2-inch (12.7 mm) gypsum wallboard membrane, 5/8-inch (16 mm) wood structural panel membrane, or equivalent on the underside of the floor framing member.

**Exceptions:**

1. Floor assemblies located directly over a space protected by an automatic sprinkler system in accordance with Section P2904, NFPA13D, or other approved equivalent sprinkler system.
2. Floor assemblies located directly over a crawl space not intended for storage or fuel-fired appliances.
3. Portions of floor assemblies can be unprotected when complying with the following:
  - 3.1. The aggregate area of the unprotected portions shall not exceed 80 square feet per story
  - 3.2. Fire blocking in accordance with Section R302.11.1 shall be installed along the perimeter of the unprotected portion to separate the unprotected portion from the remainder of the floor assembly.
4. Wood floor assemblies using dimension lumber or structural composite lumber equal to or greater than 2-inch by 10-inch (50.8 mm by 254 mm) nominal dimension, or other approved floor assemblies demonstrating equivalent fire performance.

**R302.5 Dwelling/garage opening/penetration protection.**

Openings and penetrations through the walls or ceilings separating the *dwelling* from the garage shall be in accordance with Sections R302.5.1 through R302.5.3.

**R302.5.1 Opening protection.** Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 1 3/8 inches (35 mm) in thickness, solid or honeycomb-core steel doors not less than 1 3/8 inches (35 mm) thick, or 20-minute fire-rated doors, equipped with a self-closing device.

**ORDINANCE NO. 19-\_\_\_\_\_**

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING CHAPTER 150 OF TITLE XV OF ORDINANCE NO. 05-47 (COLUMBUS CITY CODE) BY ADOPTING THE 2012 INTERNATIONAL RESIDENTIAL CODE; ADOPTING AMENDMENTS TO SAID CODE; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, to adopt the 2012 International Residential Code and in furtherance thereof to amend Chapter 150 of Title XV of Ordinance No. 05-47 (Columbus City Code) as follows:

Section 1. That Section 150.105 of Chapter 150 of Title XV of Ordinance No. 05-47 is hereby amended to read as follows:

150.105 ADOPTION OF THE INTERNATIONAL RESIDENTIAL CODE: It is hereby adopted for the purposes of establishing rules and regulations governing the erection, construction, enlargement, alteration, moving, removal, conversion, demolition, occupancy, equipment, repair, height and area of detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with separate means of egress within the jurisdiction, including permits, and providing penalties for the violation thereof that certain building code known as the International Residential Code, 2012 Edition, one copy of which has been and is now filed in the office of the City Clerk and the same is hereby adopted and incorporated by reference herein and made a part hereof as if fully set forth at length herein, from the date on which this section shall take effect and provisions thereof shall be controlling and the erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area of detached one and two-family dwellings and multiple single-family dwelling (townhouses) not more than three stories in height with separate means of egress within the City or within the extraterritorial jurisdiction of the City.

Section 2. Section 150.106 of Chapter 150 of Title XV of Ordinance No. 05-47 is hereby is hereby amended to read as follows:

150.106 AMENDMENTS TO THE 2012 INTERNATIONAL RESIDENTIAL CODE.

(A) Section R101.1 Title. insert (City of Columbus, NE)

(B) Section R105 Permits. Delete the Electrical, Gas, Mechanical and Plumbing provisions.

(C) Section R105.2(1) of the 2012 International Residential Code is hereby amended to read as follows:

R105.2(1). One story detached accessory structures provided the floor area does not exceed 120 square feet.

(D) Section R105.2(2) of the 2012 International Residential Code is hereby amended to read as follows:

R105.2(2). Fences more than three feet from any property line.

(E) Section R108.2 of the 2012 International Residential Code is hereby amended to read as follows:

R108.2 Schedule of Permit Fees. On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established by the applicable governing authority. In addition, a plan review fee equal to ten percent of the building permit shall be paid for a plan review.

(F) Section R113.4 of the 2012 International Residential Code is hereby amended to read as follows:

R113.4 Violation Penalties. Any person, firm or corporation violating any of the provisions of this Code shall be deemed guilty of a misdemeanor and the person shall be deemed guilty of a separate offense for each and everyday or portion thereof during which any violation of any of the provisions of this Code is committed, continued or permitted and upon conviction shall be punishable by a fine of not more than thirty days or by both fine and imprisonment.

Whenever the Building Official is satisfied that any provisions of this Code have been violated or are about to be violated or that any order or direction made pursuant to this Code has not been carried out or is being disregarded, he may apply to the City Council and request that it order civil proceedings to be instituted. Any civil proceedings, when instituted by the City Attorney at the direction of the City Council shall be brought in the name of the City of Columbus. Nothing in this Section and no action taken thereunder will exclude any other proceedings authorized by this Code or any other law or ordinance in force or to exempt any person violating this Code or any of the laws from any penalty which might be incurred.

(G) Table R301.2(1) of the 2012 International Residential Code is hereby amended to read as follows:

TABLE R301.2(1)

Ground Roof Snow Load	25 lbs. per square foot
Wind Speed	90 mph
Seismic Design Category	A
Subject to Damage from Weathering	Severe
Subject to Damage from Frost Line Depth	36 inches
Subject to Damage from Termite	Moderate to Heavy
Subject to Damage from Decay	None to Slight
Winter Design Temperature	-3
Ice Barrier Underlayment Required	Yes
Flood Hazard	Adopted FEMA Firm Map
Air Freezing Index	1720
Mean Annual Temp	50

(H) Section R302.2 Exception of the 2012 International Residential Code is hereby amended to read as follows:

R302.2 Townhouses, Exception: A common 1-hour fire resistance-rated wall assembly tested in accordance with ASTM E 119 or UL263 is permitted for townhouses if such walls do not contain plumbing or mechanical equipment, ducts or vents in the cavity of the common wall and the structure is protected by an approved sprinkler system. The wall shall be rated for fire exposure from both sides and shall extend to and be tight against exterior walls and the underside of the roof sheathing. Electrical

installations shall be installed in accordance with the NEC. Penetrations of electrical boxes shall be in accordance with Section R302.4.

(I) Section R302.2.4 No. 5 of the 2012 International Residential Code is hereby amended to read as follows:

R302.2.4 #5. Townhouses separated by a common 1-hour fire-resistance rated wall as provided in Section R302.2 and the structure is protected by an approved sprinkler system.

(J) R302.5.1 of the 2012 International Residential Code is hereby amended to read as follows:

R:302.5.1 Opening Protection. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other opens between the garage and residence shall be equipped with solid wood doors not less than 1 3/8 inches (35mm) thick, or 20 minute rated fire doors.

(K) Section R311.7.5.1 of the 2012 International Residential Code is hereby amended to read as follows:

R311.7.5.1 Risers. The maximum riser height shall be 8 inches (203 mm). The riser shall be measured vertically between leading edges of the adjacent treads. The greatest riser height within any flight of stairs shall not exceed the smallest by more than 3/8 inch (9.5 mm). Risers shall be vertical or sloped from the underside of the nosing of the tread above at an angle not more than 30 degrees (0.51 rad) from the vertical. Open risers are permitted provided that the opening between treads does not permit the passage of a 4-inch-diameter (102 mm) sphere.

Exception: The opening between adjacent treads is not limited on stairs with a total rise of 30 inches (762 mm) or less.

(L) Section R311.7.5.2 of the 2012 International Residential Code is hereby amended to read as follows:

R311.7.5.2 Treads. The minimum tread depth shall be 9 inches (229 mm). The tread depth shall be measured horizontally between the vertical planes of the foremost projection of adjacent treads and at a right angle to the tread's leading edge. The greatest tread depth within any flight of stairs shall not exceed the smallest by more than 3/8 inch (9.5 mm).

(M) Section R313 Automatic Fire Sprinkler Systems of the 2012 International Residential Code is hereby deleted entirely.

(N) Section R322 of the 2012 International Residential Code is hereby

amended to read as follows:

R322 Flood-Resistant Construction where approved by Federal, State, and City Flood Plain regulations.

(O) Section R403.1.4.1 of the 2012 International Residential Code is hereby amended to read as follows:

R403.1.4.1 Frost Protection. Except where otherwise protected from frost, foundation walls, piers and other permanent supports of buildings and structures shall be protected from frost by one or more of the following methods.

1. Extending below the frost line specified in Table R301.2(1).
2. Constructing in accordance with Section R403.3.
3. Constructing in accordance with ASCE 32.
4. Erected on solid rock.

Exceptions:

1. One-story wood or metal frame unheated and detached buildings not used for human occupancy and not over four hundred forty (440) square feet in floor area (where no dimension exceeds twenty-two feet (22') and the width between bearing walls does not exceed twenty feet (20'), may be constructed with walls supported on a monolithic footing and slab. The footing shall be a minimum of twelve inches (12") below grade and eight inches (8") wide. Detached wood frame garages over 440 square feet must have a minimum 8" wide x 36" deep foundation.
2. Decks not supported by a dwelling need not be provided with footings that extend below the frost line.

(O) All provisions contained in Section R405 of the 2012 International Residential Code are hereby deleted and shall be replaced with the following subsurface drainage provisions and the 2012 International Residential Code is amended accordingly, to-wit:

R405: Subsurface Drainage.

Section 1.

Drainage System. All residential dwellings located within the City limits of the City of Columbus or within the extraterritorial jurisdiction of the City, shall have installed, unless a waiver is obtained as provided herein, a

system to remove subsurface water from below grade habitable space. The systems for removing the water may be a coarse gravel base, subsoil drain, both of which are described herein, or any other system or combinations thereof when approved by the Building Official of the City of Columbus.

## Section 2.

Definitions. Coarse gravel base, for the purposes of this Section shall mean, a minimum of 12" coarse gravel under the concrete floor of any below grade habitable spaces, with one 24" x 24" diameter deep well, the well being screened and having a concrete base, to act as a sump, for each 750 square feet of floor area of below grade habitable space.

Subsoil drain, for purposes of this Section shall mean subsoil drain tiles and a sump pit installed around the perimeter of foundations enclosing habitable spaces located below grade. In addition to the perimeter drains, the drains shall be installed so that all areas of the floor of below grade habitable space are within 10' of a drain tile. Drain tiles shall be installed at or below the area to be protected. The drain tile shall be surrounded by a minimum of 6" coarse gravel on all sides. The drain tile shall have a minimum diameter of 4" and shall be constructed of vitrified clay tile or PVC pipe. The sump into which the drain tile discharges shall be constructed of concrete or masonry block and shall have a minimum dimension of 24" x 24". The sump may also be constructed of polyethylene provided it conforms to Commercial Standard CS228-61, Building Official Code Administrator 73-78, Farmer's Home Administration Material Release 699 and American Society of Testing Material Standard Depth 405-76 as they in effect at the date of the adoption of this Section.

With either of the above-described systems, the sump shall discharge by gravity or mechanical means to a storm sewer, street or natural drainage way approved by the Building Official, but specifically shall not discharge into a sanitary sewer system.

Habitable space is defined, for purposes of this Section, as any space having a ceiling height of not less than 6' feet which is partially or completely below the ground level elevation.

All other terms and phrases used herein shall be defined by the International Residential Code as adopted by the City of Columbus, Nebraska.

## Section 3.

Administration. The Building Official shall approve all drainage systems

prior to and during their installation.

The requirements to install a drainage system for the removal of subsurface water may be waived under the following conditions:

a. The Building Official may waive this Section if the floor of the below grade habitable space is above the highest recorded water level at the particular location of the building so constructed as demonstrated and proven by the owners of the property upon which the building is to be constructed.

Highest ground water elevation shall be determined by open soil boring on the property upon which the residence is to be constructed.

b. Owners of the subdivisions and additions platted prior to the adoption of this Section may apply for a waiver on the entire subdivision, the waiver being granted by the Building Official. The Building Official shall grant a waiver if the owner of the subdivision shows to the Building Official that the floors of below grade habitable space will not be constructed lower than the highest recorded ground water elevation.

The highest ground water elevation shall be determined by soil borings taken at various locations within the subdivision or addition. The soil borings shall be located not more than 300 feet apart or one per each acre or portion thereof in the addition or subdivision, whichever would require the least number of soil borings.

c. Subdivisions or additions approved subsequent to the passage of this Section which require that all below grade habitable spaces constructed in the subdivision or addition be constructed in a manner that the floor of the below grade habitable space is above the height of the highest measured ground water elevation.

The highest ground water elevation shall be determined by soil borings of various locations within the subdivision or addition. The soil borings shall be located not more than 300 feet apart or one per each acre or portion thereof, in the addition or subdivision, whichever would require the least number of soil borings.

Section 4.

Default. Failure to comply with the terms of this Section, by the owner of any building covered by this Section or by the owner of any real property included within the terms of this Section may result in the denial of the building permit application and a fine of \$100 per day that the building does not conform to the above requirements.

(P) R501.3 The requirements for fire protection of floors is hereby deleted entirely.

(P) All provisions contained in Chapter 11 of the 2012 International Residential Code are hereby deleted and shall be replaced with the following manufactured home dwelling provisions and the 2012 International Residential Code is amended accordingly, to-wit:

## Chapter 11: Manufactured Home Dwellings.

### Section 1.

Definitions. For purposes of this Section, "manufactured home dwellings" shall mean a factory built structure which is to be used as a place for human habitation, which is not constructed or equipped with a permanent hitch or other device allowing it to be moved other than to a permanent site; which does not have permanently attached to its body or frame, any wheels or axles and which bears a label certifying it was built in compliance with the National Manufactured Home Construction and Safety Standards promulgated by the U.S. Department of Housing and Urban Development.

### Section 2.

Construction Standards. A manufactured home complying with the following architectural or ascetic standards may be placed in all residential zones provided:

- a. The home shall not have less than 900 square feet of floor area;
- b. The home shall not have less than an 18 foot exterior width;
- c. The roof shall be pitched with a minimum vertical rise of 2.5" for each 12" of horizontal run;
- d. The exterior material shall be of a color, material and scale comparable with those existing in the residential site in which the manufactured home dwelling is being permanently

installed;

e. The home shall have a nonreflective roof material which is or simulates asphalt or wood shingles, tile or rock;

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

g. The home shall bear an appropriate seal which indicates it was constructed in accordance with the standards of the U.S. Department of Housing and Urban Development;

h. The home shall have all wheels, axles, transporting lights and the removal towing apparatus removed; and

i. The home shall be constructed upon a permanent foundation that is constructed and build in accordance with local regulations.

(Q) Chapters 12, 13 and 14 of the 2012 International Residential Code are hereby deleted.

(R) Chapters 16-43 of the 2012 International Residential Code are hereby deleted.

Section 3. That Section 150.999 of Chapter 150 of Title XV of Ordinance No. 05-47 is hereby amended to read as follows:

150.999 PENALTY.

(A) Whoever violates any provision of this chapter for which no specific penalty is provided shall be punished as set forth in §10.99

(B) (1) Any person who shall violate or who shall refuse, neglect or fail to comply with any of the provisions of §§150.065 *et seq.* Shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in a sum not less than \$5 nor more than \$50 for each offense; and any person holding a license under the supervision and authority of the Community Development Department who is convicted of having violated any of the provisions of §§150.065 *et seq.*, shall have that license revoked by the City Council. Any person having their license revoked for said cause shall not be granted a new license for a period of one year thereafter.

(2) Any person who shall have been convicted of having done any work in a manner prohibited by §§150.065 *et seq.*, and who shall fail, neglect or refuse to correct the same within ten days after conviction shall be guilty of an independent and separate offense for each day thereafter during which the work is permitted to remain in such improper condition.

Section 4. This ordinance shall repeal all other ordinances in conflict with the provisions of this ordinance.

Section 5. This ordinance shall take effect and be in full force and effect after its passage, adoption and publication as provided by law. Publication shall be in pamphlet form as authorized by Section 16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the city offices.

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

**CITY OF COLUMBUS**  
**BUILDING DEPARTMENT REPORT August 2019**

<b>BUILDING PERMITS</b>	<b>Current Month 2019</b>			<b>Current Month 2018</b>		
	<b>COUNT</b>	<b>VALUE</b>	<b>FEES</b>	<b>COUNT</b>	<b>VALUE</b>	<b>FEES</b>
<b>Business/Industry</b>						
Addition	0	0	0.00	1	24,785,260	47,049.86
Alteration	0	0	0.00	0	0	0.00
Fence	0	0	0.00	0	0	0.00
Miscellaneous (Other)	4	78,000	556.25	0	0	0.00
<b>New</b>	<b>1</b>	<b>130,000</b>	<b>593.75</b>	<b>0</b>	<b>0</b>	<b>0.00</b>
Repairs/Remodel	2	212,200	974.25	2	250,670	1,047.92
<b>Duplex/Townhouse (New)</b>	<b>2</b>	<b>482,876</b>	<b>1,535.32</b>	<b>0</b>	<b>0</b>	<b>0.00</b>
Repairs/Remodel	0	0	0.00	0	0	0.00
<b>Garage/Utility</b>						
Addition	0	0	0.00	0	0	0.00
New	5	173,960	940.53	5	79,188	488.73
<b>Multiple Family (New)</b>	<b>0</b>	<b>0</b>	<b>0.00</b>	<b>0</b>	<b>0</b>	<b>0.00</b>
Repairs/Remodel	0	0	0.00	0	0	0.00
<b>Residence</b>						
Addition	4	142,500.00	692.50	1	2,000	27.50
Alteration	0	0	0.00	0	0	0.00
Deck	7	20,154.34	221.10	2	3,500	55.00
Fence	12	50,500	300.00	5	14,131	125.00
Miscellaneous (Other)	0	0	0.00	0	0	0.00
<b>* New Residence</b>	<b>2</b>	<b>706,205</b>	<b>2,026.65</b>	<b>1</b>	<b>468,877</b>	<b>1,268.03</b>
<b>* New HUD Residence</b>	<b>0</b>	<b>0</b>	<b>0.00</b>	<b>0</b>	<b>0</b>	<b>0.00</b>
Repairs/Remodel	9	74,160	554.15	1	100,000	456.50
<b>Public Owned New</b>	<b>0</b>	<b>0</b>	<b>0.00</b>	<b>0</b>	<b>0</b>	<b>0.00</b>
<b>SPECIAL PERMITS</b>						
Demolition	1	3,000	25.00	2	1,000	50.00
Electrical	0	0	0.00	24	201,700	2,345.00
Miscellaneous (Other)	8	29,500	136.00	0	0	0.00
Move Building	1	5,000	25.00	0	0	0.00
Plumbing	11	89,500	578.00	7	204,000	464.00
Signs	10	71,400	300.00	2	7,070	50.00
<b>TOTAL</b>	<b>79</b>	<b>2,268,955.34</b>	<b>9,458.50</b>	<b>53</b>	<b>26,117,395.60</b>	<b>53,427.54</b>

<b>BUILDING PERMITS</b>	<b>Year to Date 2019</b>			<b>Year to Date 2018</b>		
	<b>COUNT</b>	<b>VALUE</b>	<b>FEES</b>	<b>COUNT</b>	<b>VALUE</b>	<b>FEES</b>
<b>Business/Industry</b>						
Addition	9	37,765,180	57,679.41	7	31,679,832	62,303.42
Alteration	0	0	0.00	0	0	0.00
Fence	0	0	0.00	0	0	0.00
Miscellaneous (Other)	6	134,000	925.00	2	31,700	236.25
<b>New</b>	<b>13</b>	<b>33,768,600</b>	<b>69,122.36</b>	<b>8</b>	<b>9,905,200</b>	<b>7,382.12</b>
Repairs/Remodel	16	26,964,744	8,781.24	15	4,006,823	12,335.90
<b>Duplex/Townhouse (New)</b>	<b>9</b>	<b>2,009,028</b>	<b>6,548.56</b>	<b>5</b>	<b>1,129,943</b>	<b>3,668.35</b>
Repairs/Remodel	0	0	0.00	0	0	0.00
<b>Garage/Utility</b>						
Addition	1	6,240	46.20	0	0	0.00
New	21	475,468	2,727.22	17	432,891	2,486.96
<b>Multiple Family (New)</b>	<b>0</b>	<b>0</b>	<b>0.00</b>	<b>0</b>	<b>0</b>	<b>0.00</b>
Repairs/Remodel	0	0	0.00	1	25,840	179.20
<b>Residence (*See "New" Residences Below)</b>						
Addition	21	481,849	2,680.31	15	415,109	2,168.33
Alteration	0	0	0.00	0	0	0.00
Deck	27	136,601	1,115.64	10	81,460	603.63
Fence	88	289,316	2,200.00	67	139,377	1,675.00
Miscellaneous (Other)	2	40,500	245.00	13	256,400	1,508.90
<b>* New Residence</b>	<b>34</b>	<b>8,853,244</b>	<b>27,414.14</b>	<b>25</b>	<b>7,290,871</b>	<b>21,792.91</b>
<b>* New HUD Residence</b>	<b>1</b>	<b>130,760</b>	<b>524.17</b>	<b>0</b>	<b>0</b>	<b>0.00</b>
Repairs/Remodel	36	591,040	3,214.51	12	371,251	1,584.82
<b>Public Owned</b>	<b>5</b>	<b>9,667,400</b>	<b>2,265.00</b>	<b>0</b>	<b>0</b>	<b>0.00</b>
<b>SPECIAL PERMITS</b>						
Demolition	22	103,600	550.00	16	14,000	375.00
Electrical	0	0	0.00	151	2,211,200	16,290.00
Miscellaneous (Other)	33	93,500	552.00	16	40,000	272.00
Move Building	3	10,000	78.80	13	95,000	325.00
Plumbing	152	15,180,128	12,966.00	58	686,150	5,031.00
Signs	32	198,550	905.00	34	180,628	850.00
<b>TOTAL</b>	<b>531</b>	<b>136,899,748.38</b>	<b>200,540.56</b>	<b>485</b>	<b>58,993,674.00</b>	<b>141,068.79</b>

**CITY OF COLUMBUS  
BUILDING DEPARTMENT REPORT  
AUGUST 2019**

**CURRENT MONTH 2019**

**CURRENT MONTH 2018**

**YEAR TO DATE**

**BUILDING ACTIVITY:**

<b>NEW PERMITS ISSUED</b>	<b>49</b>
<b>INSPECTIONS PERFORMED:</b>	
FOOTINGS	16
FOUNDATION	9
FRAMING	44
MISCELLANEOUS	60
FINAL	43

**BUILDING ACTIVITY:**

<b>NEW PERMITS ISSUED</b>	<b>18</b>
<b>INSPECTIONS PERFORMED:</b>	
FOOTINGS	8
FOUNDATION	5
FRAMING	24
MISCELLANEOUS	14
FINAL	14

**BUILDING ACTIVITY:**

<b>NEW PERMITS ISSUED</b>	<b>272</b>
<b>INSPECTIONS PERFORMED:</b>	
FOOTINGS	132
FOUNDATION	50
FRAMING	277
MISCELLANEOUS	337
FINAL	211

**ELECTRICAL ACTIVITY:**

<b>NEW PERMITS ISSUED</b>	
<b>INSPECTIONS PERFORMED:</b>	
ROUGH IN	
TEMPORARY POLE	
POWER	
MISCELLANEOUS	
FINAL	

**ELECTRICAL ACTIVITY:**

<b>NEW PERMITS ISSUED</b>	<b>24</b>
<b>INSPECTIONS PERFORMED:</b>	
ROUGH IN	27
TEMPORARY POLE	8
POWER	13
MISCELLANEOUS	3
FINAL	15

**ELECTRICAL ACTIVITY:**

<b>NEW PERMITS ISSUED</b>	
<b>INSPECTIONS PERFORMED:</b>	
ROUGH IN	
TEMPORARY POLE	
POWER	
MISCELLANEOUS	
FINAL	

**PLUMBING ACTIVITY:**

<b>NEW PERMITS ISSUED</b>	<b>15</b>
<b>INSPECTIONS PERFORMED:</b>	
WATER AND SEWER	15
MISCELLANEOUS	9
ROUGH IN	43
FINAL	26


**PLUMBING ACTIVITY:**

<b>NEW PERMITS ISSUED</b>	<b>7</b>
<b>INSPECTIONS PERFORMED:</b>	
WATER AND SEWER	7
MISCELLANEOUS	6
ROUGH IN	22
FINAL	15

**PLUMBING ACTIVITY:**

<b>NEW PERMITS ISSUED</b>	<b>134</b>
<b>INSPECTIONS PERFORMED:</b>	
WATER AND SEWER	103
MISCELLANEOUS	9
ROUGH IN	301
FINAL	154

Respectfully Submitted,



Daniel Curtis  
Community Development Director