

# **City of Scottsbluff, Nebraska**

**Monday, November 15, 2021**

**Regular Meeting**

## **Item Reports1**

**City Council to discuss and consider accepting all completed improvements in Hilltop Estates and approve Supplement Contract for Public Improvements for Hilltop Estates with authorization for the Mayor to sign the Supplemental Contract.**

**Staff Contact: Dustin Rief, City Manager**

### Supplement to Contract for Public Improvements

This Supplement to Contract for Public Improvements ("Supplement") is made on November \_\_, 2021 between the City of Scottsbluff, a Nebraska Municipal Corporation (the "City"), Kosman, Inc., a Wyoming Corporation (the "Developer") and Kosman Investments, LLC, a Nebraska Limited Liability Company (the "LLC"). The Developer and the LLC are referred to together as the "Owners."

1. The City and the Owners are the parties to a Contract for Public Improvements dated May 15, 2017 (the "Contract") relating to the Owners' construction of Improvements on the Real Estate now known as Hilltop Estates Subdivision. The defined, capitalized terms in the Contract are also used in this Supplement.

2. This Supplement supplements and amends the Contract. The Contract remains in full force and effect, subject to the amendments in this Supplement. If there are any conflicts between the Contract and this Supplement, then this Supplement controls.

3. The City and the Owners acknowledge that the Improvements set forth in the Contract, including those summarized in Subsections 1(A) through 1(G), are completed.

4. In addition to the Improvements set forth in the Contract, the following Improvement shall be constructed:

Approximately 600 linear feet of 12" outlet pipe beginning generally in the southwest corner of the Real Estate and then running in the right of way of Hilltop Estate Place (currently known as Hilltop Drive) to the existing curb inlet on the north side of the Real Estate as shown in Exhibit A, which is attached and incorporated into this Supplement.

This 12" outlet pipe shall be constructed by the City at the Owners' expense. The City agrees to communicate with the Owners during the bidding of the 12" outlet pipe. If the best bid obtained by the City for the construction of the 12" outlet pipe indicates a cost that exceeds the pre-construction estimate provided by Owners, the City agrees to work in good faith with Owners and either rebid the project or allow Owners to contract for the Improvement in order to obtain a cost acceptable to both parties. If completed by the City, then upon completion, the Owners, upon written notification by the City, shall pay the cost of the 12" outlet pipe to the City.

5. Because all of the Improvements, other than the 12" outlet pipe specified above, have been completed, the additional security or an escrow account according to Section 6 of the Contract is no longer required.

6. Subsection 8(B) of the Contract is deleted and of no further force or effect.

**IN WITNESS WHEREOF**, the parties have executed this Supplement to be effective on the date set forth above.

CITY OF SCOTTSBLUFF, NEBRASKA

By \_\_\_\_\_  
Mayor

Attest:

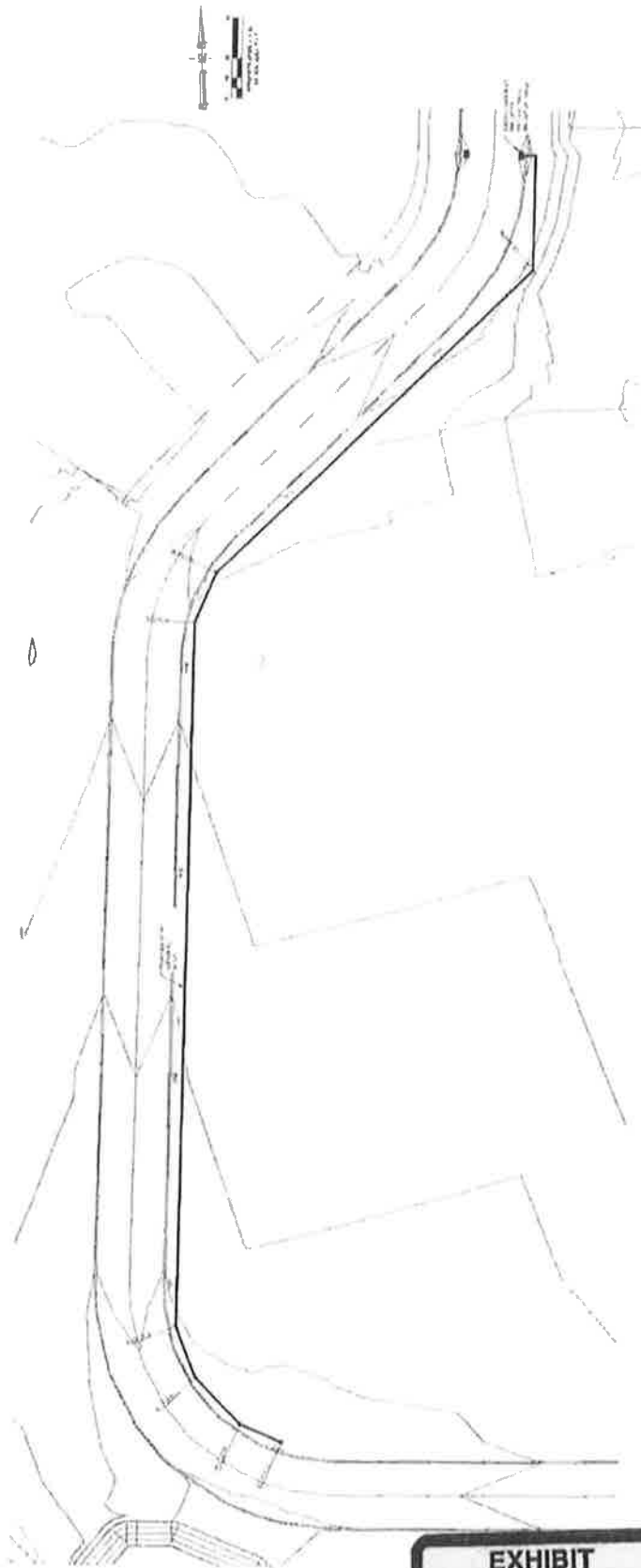
\_\_\_\_\_  
City Clerk

Kosman, Inc., a Wyoming Corporation

Kosman Investments, LLC, a Nebraska Limited Liability Company

By: \_\_\_\_\_  
H. Hod Kosman, Secretary/Treasurer

By: \_\_\_\_\_  
H. Hod Kosman, President



Option 1 PROFILE

