



CITY OF SCOTTSBLUFF
Scottsbluff City Hall Council Chambers
2525 Circle Drive, Scottsbluff, NE 69361
COMMUNITY REDEVELOPMENT AUTHORITY

Regular Meeting
February 16, 2022
12:00 PM

1. **Roll Call**
2. **For public information, a copy of the Nebraska Open Meetings Act is posted in the back of the room on the south wall.**
3. **Notice of changes in the agenda by the city manager** (Additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless added under Item 4 of this agenda.)
4. **Citizens with business not scheduled on the agenda** (As required by state law, no matter may be considered under this item unless the committee determines that the matter requires emergency action.)
5. **Minutes**
 - a) Approve Minutes of January 12, 2022 Meeting.
6. **Tax Increment Financing**
 - a) El Torito Restaurant Redevelopment Project
 - i) Review Redevelopment Plan
 - ii) Conduct Cost-Benefit Analysis of Redevelopment Plan
 - iii) Review and Approve Resolution to:
 - iv) Approve Redevelopment Plan
 - v) Confirm Cost-Benefit Analysis
 - vi) Forward Planning Commission recommendation to City Council and;
 - vii) Forward and recommend approval of Redevelopment Plan to City Council
 - viii) Review and Approve Resolution to
 - ix) Approve Redevelopment Contract with Javier & Martha Parra
 - x) Authorize issuance of Tax Increment Financing Note (El Torito Restaurant), conditional upon the City Council's approval of the Redevelopment Plan and subject to the terms of the Redevelopment Contract.
7. **Façade Improvement Grant Program**

- a) Review and Consider Unfinished Façade Improvement Grants from 2021
 - i) 1401 Avenue B - Jared Whiting
 - ii) 1605 Avenue A - RP Empire Holdings, LLC
- b) Review and Consider Funding of Façade Improvement Grants
 - i) 202 E. Overland Drive - Gary Schaub Testimonial Trust
 - ii) 1125 1/2 2nd Avenue - Gary Schaub Testimonial Trust
 - iii) 1906 Broadway - Maren Chaloupka
 - iv) 1721 Broadway - Kersch, LLC
 - v) 1904 1st Avenue - Champion Realty
 - vi) 30 E. 16th Street - Brian Hafeman
 - vii) 20 E. 16th Street - Sterling Huff
- 8. **Staff Reports**
 - a) (informational only):
- 9. **Other Business**
 - a) (informational only):
- 10. **Closed Session (to consider any of the above matters, where a Closed Session is appropriate.)**
 - a) Following passage of a motion to enter into executive session, presiding officer must state purpose of executive session.
- 11. **Schedule a Meeting**
 - a) (informational only):
- 12. **Adjournment.**

City of Scottsbluff, Nebraska
Wednesday, February 16, 2022
Regular Meeting

Item Min1

Approve Minutes of January 12, 2022 Meeting.

Staff Contact: Zachary Glaubius, Planning Administrator

Community Redevelopment Authority Minutes
Regular Scheduled Meeting
January 12, 2022
Scottsbluff, Nebraska

The Community Redevelopment Authority for the City of Scottsbluff met in a regular scheduled meeting on Wednesday January 12, 2022 at 12:00 p.m. in the Scottsbluff City Council Chambers at 2525 Circle Drive, Scottsbluff, Nebraska. A notice of the meeting had been published in the Star-Herald, a newspaper of general circulation in the City, on January 7, 2022. The notice stated the date, time, and location of the meeting, and that the meeting was open to the public, that anyone with a disability desiring reasonable accommodation to attend should contact City Hall. An agenda was kept current and available for public inspection at the Development Services office; provided, the Community Redevelopment Authority could modify the agenda at the meeting if the business was determined that an emergency so required. A copy of the agenda, was delivered to each Community Redevelopment Authority member.

ITEM 1: Chairman Bill Trumbull called the meeting to order at 12:00 PM. Roll call consisted of the following members being present: Bill Trumbull, Robert Franco, Bill Knapper, Mary Skiles, Katie Camacho. In attendance on behalf of the city were, Planning Administrator/Secretary Zachary Glaubius, Economic Development Director Starr Lehl, Small Business Outreach Coordinator Kayla Imus, and Deputy City Attorney John Selzer.

ITEM 2: Chairman Trumbull informed all of those in attendance of the Nebraska Open Meetings Act and a copy of such is posted above the bookcase in the back area of the City Council Chambers, for those interested parties.

ITEM 3: Acknowledgment of any changes in the agenda: No changes.

ITEM 4: Citizens with items not scheduled on regular agenda: None

ITEM 5: The minutes of November 10, 2021 were reviewed. **Conclusion:** Motion made by Knapper to accept the minutes, seconded by Franco. "Yeas": Franco, Trumbull, Camacho, Knapper, Skiles "Nays": None

ITEM 6B: Chairman Trumbull introduced Item 6A which was an application for TIF by Javier Parra for property at 2809 Avenue I. Trumbull stated the project was for the relocation of El Torito restaurant to Avenue I. Selzer stated today's action is for conceptual approval of the application and to conduct a preliminary cost benefit analysis. Selzer stated the estimated total amount of tax increment financing available for the project is \$379,080. Selzer stated the estimated base value of the property is \$31,589, and the estimated project completion value is \$1,200,000. Selzer stated no public infrastructure impacts or on local employers are anticipated. Selzer stated no impacts are expected for the Scottsbluff Public Schools district. Camacho asked for clarification of the project being located in the blighted and

substandard area of the city. Mark Masterton spoke to the CRA on behalf of Javier Parra. Masterton stated he is Parra's current and soon-to-be former landlord as Masterton sold the property where El Torito is currently located. Camacho asked what the timeline for the project. Masterton that August 2022 is the target completion date. Masterton stated the land at 2809 Avenue I has already been purchased by Parra.

Conclusion: Motion by Camacho to approve the application and refer the redevelopment plan to the Planning Commission, seconded by Franco. "Yeas": Franco, Trumbull, Camacho, Knapper, Skiles "Nays": None

Trumbull introduced Item 7A regarding the review and consideration of action on unfinished façade grants from 2021. Glaubius stated that five grants from 2021 that have not been completed. Glaubius stated that three responded from the notification letter sent out in December 2021. Glaubius stated Clemens Carpet, Flyover Brewery, and Papa Murphy's responded to the letter, while Whiting Signs and 16th Empire did not. Glaubius stated that 16th Empire and Whiting Signs have completed parts of their grants and have been partially reimbursed. Trumbull stated that he had been contacted by Dan Marshall from Papa Murphy's who stated the sign replacement project is almost completed, however he is waiting on parts still. Glaubius stated he had a letter from Andrea Margheim of Flyover Brewery. Glaubius read from the letter that Flyover Brewery has not started construction yet due to waiting for LB840 approval, obtaining other financing, and extended lead times. Glaubius read that Margheim expected the lead time to be four months. Mark Clemens of Clemens Carpet spoke to the CRA and stated the project was supposed to start in November. Clemens stated that his contractor was delayed due to employee sickness. Clemens stated other challenges are the weather as it is impractical to lay concrete in the winter and the lead time on the new garage doors is two months. Trumbull stated to the CRA board that the board needed to determine whether to grant extensions and when the completion deadline should be. Skiles inquired about the 16th Empire and Whiting Signs. Trumbull stated those two grant extensions should be tabled. The CRA discussed among themselves the present challenges of the supply chain. Trumbull suggested the deadline for the extension and new grants to be September 2022. Selzer asked which day in September the deadline should be. Camacho stated the deadline for last year was September 10.

Conclusion: Motion by Franco to extend the deadline for completing Papa Murphy's, Flyover Brewery, Clemens Carpet and all new façade improvement grants to September 1, 2022, seconded by Skiles. "Yeas": Franco, Trumbull, Camacho, Knapper, Skiles "Nays": None

Skiles inquired whether 16th Empire and Whiting Signs should be contacted again to see if they desire extensions. Trumbull suggested Glaubius contact the two businesses and instruct them to attend the February CRA meeting to request extensions.

Conclusion: Motion by Franco to table the extension of façade improvement grants for Whiting Signs and 16th Empire, seconded by Skiles. "Yeas": Franco, Trumbull, Camacho, Knapper, Skiles "Nays": None

ITEM 7: Trumbull introduced Item 7B regarding the review and consideration of new façade grants. The first grant reviewed was Item 7b.ii which was a \$10,000 grant request by McCaslin Properties, LLC for property at 1719 Broadway. Applicant Brad McCaslin stated he is planning to improve the façade of the property including the mansard roof and canopy. McCaslin stated he also will paint and stonework on the building, and a new business will be leasing the property in May 2022.

Conclusion: Motion by Camacho to approve the \$10,000 façade grant to McCaslin Properties, LLC for the building at 1719 Broadway, seconded by Knapper. “Yeas”: Franco, Trumbull, Camacho, Knapper, Skiles “Nays”: None

Trumbull introduced the next façade grant under Item 7b.iii regarding a \$4,968 grant request by Paradise Pumpers for the property at 2718 Avenue G. The applicant stated he and Wayne Brozek are going to paint the front of the building, add signage, and security lighting. The applicant stated the current paint is peeling off the building and is need of removal and replacement. Skiles thanked the applicant for fixing up the building.

Conclusion: Motion by Knapper to approve the \$4,968 façade grant to Paradise Pumpers for the building at 2718 Avenue G, seconded by Franco. “Yeas”: Franco, Trumbull, Camacho, Knapper, Skiles “Nays”: None

Trumbull introduced the next façade grant under Item 7b.iv regarding a \$10,000 grant request by TWB Wash, LLC. The applicant stated he is wanting to paint the carwash and replace the glass panels. The applicant stated the glass has a lot of calcium deposits. The applicant stated he and his partner wanted to fix up the car wash especially as W. 27th Street continues to improve. Skiles asked if this was a separate business from Paradise Pumpers. The applicant stated it is a separate business, but the same owner.

Conclusion: Motion by Camacho to approve the \$10,000 façade grant to TWB Wash, LLC for the building at 611 W. 27th Street, seconded by Franco. “Yeas”: Franco, Trumbull, Camacho, Knapper, Skiles “Nays”: None

Trumbull introduced Item 7b.v regarding a façade improvement grant request from Priscilla Sandoz for the building at 1715 Broadway. Sandoz stated she was wanting to replace the upper floor windows. She stated the windows need constant maintenance and need replacement. Skiles inquired about the side window replacement, Sandoz stated it would not be part of the grant, but was included on the grant.

Conclusion: Motion by Franco to approve the \$4,781.32 façade grant to Priscilla Sandoz for the building at 1715 Broadway, seconded by Knapper. “Yeas”: Franco, Trumbull, Camacho, Knapper, Skiles “Nays”: None

Trumbull introduced Item 7b.vi regarding a \$4,300 façade improvement grant request by Maria Aguilera for the property at 615 E. Overland. The applicant’s husband Armando Aguilera stated that part of the renovation has been fixed with the previously awarded façade grant. Armando stated that they were looking to replace the doors, paint, and replace windows. Trumbull asked if the building was occupied. Aguilera stated the business, Amila’s Décor, is temporarily located at another building. Franco stated

that the completed renovations look good. Camacho inquired the reasoning for requesting \$4,300 instead of 50% of the estimated costs. Glaubius stated Aguilera had already received a \$5,700 grant for the property in 2021.

Conclusion: Motion by Franco to approve the \$4,300 façade grant to Maria Aguilera for the building at 615 E. Overland , seconded by Camacho. “Yeas”: Franco, Trumbull, Camacho, Knapper, Skiles “Nays”: None

Trumbull introduced the next façade grant under Item 7b.vii regarding a \$8,391 façade grant for the building located at 1614 1st Avenue. Representative Steven Thomlison spoke to board on behalf of the ELKS Lodge. Thomlison stated the ELKS Lodge has a green façade in which the grout has mostly eroded. Thomlison stated the ELKS Lodge is concern the green porcelain will fall off the building. Thomlison stated the ELKS Lodge is also looking to replace the awning over the front door. Franco stated he was a member of ELKS Lodge and would abstain from voting. Skiles inquired about the crossed off items on the application. Thomlison stated that those renovations are not planned at being done this time. Camacho clarified that the requested amount of \$8,400 slightly exceeds 50% of the estimate. Knapper stated at the time of reimbursement, the ELKS Lodge would only receive 50% of the cost. Glaubius stated he would correct the requested amount on the application.

Conclusion: Motion by Knapper to approve the \$8,391 façade grant to Steven Thomlison on behalf of the ELKS Lodge for the building at 1614 1st Avenue., seconded by Camacho. “Yeas”: Trumbull, Camacho, Knapper, Skiles “Nays”: None “Abstain”: Franco

Trumbull introduced Item 7b.viii regarding a \$10,000 façade grant request by E&H Certified Public Accountants and Management Consultants, P.C. for the building at 2021 Broadway. Applicant Troy Hilyard stated they were wanting to replace the canopy signage around the building and install LED lighting in it. Skiles inquired if it was on all side of the building. Applicant Seth Covalt stated it is on three sides of the building.

Conclusion: Motion by Camacho to approve the \$10,000 façade grant to E&H CPA and Management Consultants for the building at 2021 Broadway, seconded by Knapper. “Yeas”: Franco, Trumbull, Camacho, Knapper, Skiles “Nays”: None

Trumbull introduced Items 7b.ix regarding a \$10,000 façade grant for Midwest Theater at 1705 Broadway. Applicant Billy Estes provided the CRA with an update on the project as he had applied in Fall of 2021 and was tabled due to time constraints. Estes stated the Midwest Theater has been raising money for the project. Trumbull inquired what the grant was to be for. Estes stated it was for bringing the sidewalks in front up to ADA standards and repair and coat the stucco. Estes stated the façade grant for Item 7b.x regarding the building at 1707 Broadway consisted of the same renovations, however the estimate was higher for 1707 Broadway. Skiles stated she hoped the new marquee at the theater will be protected from hail. Estes stated the new lighting on the marquee will be LED and should withstand most hail storms.

Conclusion: Motion by Knapper to approve the \$10,000 façade grant to Midwest Theater for the building at 1705 Broadway and to approve the \$10,000 façade grant to Midwest Theater for the building located at 1707 Broadway, seconded by Franco. “Yeas”: Franco, Trumbull, Camacho, Knapper, Skiles
“Nays”: None

ITEM 8: Trumbull introduced Item 8 regarding staff reports. Kayla Imus, the Small Business Outreach/Public Relations Coordinator, was introduced to the CRA. Imus stated she would be working with all the small businesses located within the city. Imus stated she is working with Economic Development Director Starr Lehl on the creation Arts and Creative District. Lehl stated the Arts and Creative District will include Broadway from 27th Street to the Railroad and then along East Overland to around 17th Avenue. Franco inquired what an Arts and Creative District was. Lehl stated it is a way to highlight and increase tourism in the city. Lehl stated the district is proposed to be called “Arts Scottsbluff” and will have signage. Lehl stated the city is in the very beginning of the application process.

Trumbull inquired to Lehl about the 18th Street Plaza. Lehl stated the Park, Cemetery, and Tree Board and Business Improvement District has approved the final plan for the plaza which is being formalized by a CCCFF planning grant. Lehl stated the city is now applying for a \$465,000 CCCFF construction grant for the completion of the plaza. Lehl showed the map of plaza on the City’s website and described the proposed additions and changes. Skiles inquired about public restrooms. Lehl stated City Manager Dustin Rief is looking into options for public restrooms near the plaza as there is not enough room in the plaza for restrooms. Imus stated that the Bricks for the Bluffs fundraiser will be beginning soon and Lehl showed the CRA an example. Imus stated that people will be able to purchase 4”x 8” and 8 x 8” bricks with their names engraved. The bricks will be installed in the pillars, stages, and firepits. Skiles inquired about the prices. Lehl stated the smaller bricks are \$50, and Imus stated the larger bricks are \$250. Trumbull inquired if the fence is remaining in place. Lehl stated they were to remain in place, however two archways are going to be added to make the plaza more welcoming. Lehl stated that fence has to stay due to state liquor laws.

ITEM 7: Trumbull introduced Item 7b.i regarding a \$10,000 façade grant by Angela Philbrick for a building at 2202 Broadway. Philbrick stated she is putting on addition onto her office, painting the building, landscaping, and pouring a new parking lot.

Conclusion: Motion by Camacho to approve the \$10,000 façade grant to Angela Philbrick for the building at 2202 Broadway, seconded by Franco. “Yeas”: Franco, Trumbull, Camacho, Knapper, Skiles
“Nays”: None

ITEM 9: Other Business: None

ITEM 10: Closed Session: None

ITEM 11: The next Community Redevelopment Authority regular meeting was confirmed to be held on February 16, 2022 at noon.

ITEM 12: Chairman Trumbull asked for a motion to adjourn the meeting at 1:05 PM. Motion to adjourn made by Skiles, seconded by Franco “Yeas”: Franco, Skiles, Knapper, Trumbull, Camacho “Nays”: None

Bill Trumbull, Chairman

Zachary Glaubius, Secretary

City of Scottsbluff, Nebraska

Wednesday, February 16, 2022

Regular Meeting

Item 1

El Torito Restaurant Redevelopment Project

Review Redevelopment Plan

Conduct Cost-Benefit Analysis of Redevelopment Plan

Review and Approve Resolution to:

Approve Redevelopment Plan

Confirm Cost-Benefit Analysis

Forward Planning Commission recommendation to City Council and;

Forward and recommend approval of Redevelopment Plan to City Council

Review and Approve Resolution to

Approve Redevelopment Contract with Javier & Martha Parra

Authorize issuance of Tax Increment Financing Note (El Torito Restaurant), conditional upon the City Council's approval of the Redevelopment Plan and subject to the terms of the Redevelopment Contract.

Staff Contact: Zachary Glaubius, Planning Administrator

Simmons Olsen Law Firm, P.C., L.L.O.

Attorneys at Law

Rick L. Ediger
Steven W. Olsen
Kent A. Hadenfeldt
John L. Selzer
Adam A. Hoelsing
Elizabeth A. Stobel
Megan A. Dockery
Amy N. Leininger*
*Also Licensed in Wyoming

1502 Second Avenue
Scottsbluff, Nebraska 69361-3174
(308) 632-3811
Fax (308) 635-0907

Website: www.simmonsolsen.com
E-mail: jlselzer@simmonsolsen.com

Howard P. Olsen, Jr., Of Counsel
John A. Selzer, Of Counsel
Steven C. Smith, Of Counsel

Robert G. Simmons, Jr. (1918-1998)

ALLIANCE OFFICE
129 East 5th Street
Alliance, NE 69301
(308) 761-047

Please Direct All
Correspondence
To Scottsbluff Office

To: City of Scottsbluff Community Redevelopment Authority
From: John L. Selzer, Deputy City Attorney
Date: February 10, 2022
Re: El Torito Restaurant Redevelopment Plan

Introduction: At your February 16, 2022 meeting, you will consider a resolution regarding the Redevelopment Plan for the El Torito Restaurant Project (the “Plan” and the “Project”). The proposed Project is in an area that has previously been designated as blighted and substandard and in need of redevelopment.

The resolution will be to recommend the Plan to the City Council. If the resolution is passed, then the City Council will review the Plan on Feb. 22, 2022. If the City Council approves the Plan, then the CRA and Redeveloper will enter into a redevelopment contract to implement the Plan.

Attached with this letter are: (1) the Plan; (2) a draft of the resolution you will consider at your February 16, 2022 meeting; and (3) a proposed cost-benefit analysis for the Project. Below are the standards of your review of the Plan.

Standards of Review:

1. *Conformity with Comprehensive Plan.* First, you must consider whether the proposed land uses and building requirements in the Plan are designed with the general purpose of accomplishing, in conformance with the Comprehensive Plan, a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with 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. Thus, you must analyze whether the Project and Plan conform to the 2016 Scottsbluff Comprehensive Plan (the “Comprehensive Plan”).

The Project Site is described as:

Lot 1, SKH Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska, a replat of Lots 1A and 2A, Hight’s Addition, a Replat of Lot 1, Hight’s Addition to the City of Scottsbluff and the North 134 feet of the West 125 feet of Tract 33, Goos Tracts, a tract of land located in the SW1/4 of Section 14, Township 22 North, Range 55 West of the 6th P.M. Scotts Bluff County, Nebraska (Scotts Bluff County Parcel ID 010128468), commonly known as 2809 Avenue I, Scottsbluff, Nebraska.

According to the 2016 Scottsbluff Comprehensive Plan, the Project Site is in the Northwest District and in a Northwest Commercial Neighborhood. Principles for sustainable development for the Northwest District include encouraging new development to be contiguous with existing development and directing higher intensity uses toward arterials. The Northwest Commercial Neighborhoods contemplate heavier daytime use, 24 hour retail, fast-food, or traveler activity, multi-modal accommodations integrated on 27th Street and included on Avenue I, and C-2 as the appropriate zone. The Redeveloper's development of the Project Site is consistent with the Comprehensive Plan.

The Project Site is zoned as C-2 (Neighborhood and Retail Commercial) which includes restaurants as a principal permitted use. Thus, no zoning changes are necessary.

The Planning Commission will hold a public hearing and consider the Plan on February 14, 2022 and their recommendation will be available to you at your February 16, 2022 meeting.

2. Cost-Benefit Analysis. Second, you must conduct a cost-benefit analysis of the Plan using the following factors:

- a. Tax Shifts from the approval of TIF funds;
- b. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project;
- c. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project;
- d. Impacts on other employers and employees within the City and the immediate area that are located outside of the boundaries of the area of the redevelopment project;
- e. Impacts on the student populations of Scottsbluff Public Schools; and
- f. Any other impacts determined by the CRA to be relevant to the consideration of costs and benefits arising from the redevelopment project

A proposed cost benefit analysis is included in your packet, which you may adopt with or without revisions.

3. But-For Test. The CRA should consider whether the Project in the Plan would not be economically feasible or occur in the community redevelopment area without the use of tax-increment financing. This element is addressed on page 3 of the Plan.

Contract and TIF Note Administration:

A resolution will also be provided for approving the Redevelopment Contract and authorizing the issuance of the TIF Note, contingent on Council approval of the Plan. If the Plan is ultimately approved by the Council, then this Resolution authorizes the Chairperson of the CRA to sign the Redevelopment Contract and TIF Note. This also allows the Chairperson to make changes to the Redevelopment Contract if necessary. This is done simply so if any minor changes need to be made, we can get that done without calling another meeting.

*Memo to CRA re El Torito Restaurant Redevelopment Plan
February 10, 2022*

The Redevelopment Contract can be signed soon after Council approval. The TIF Note will not be issued until the Redeveloper has incurred certain expenses in connection with the Project. However, this Resolution authorizes the City Staff to administer the TIF Note without further action of the CRA. This includes verifying that the Redeveloper has incurred the eligible expenses of the Project.

Attachments: Redevelopment Plan
 CRA Cost Benefit Analysis
 CRA Plan Resolution
 Redevelopment Contract
 CRA Contract and TIF Note Resolution

Sincerely,
SIMMONS OLSEN LAW FIRM, P.C., L.L.O.

/s/ John L. Selzer

John L. Selzer

CITY OF SCOTTSBLUFF REDEVELOPMENT PLAN
El Torito Restaurant

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Attachments

Attachment 1: *Blighted and Substandard Maps*

Attachment 2: *Maps of Project Site*

Attachment 3: *Site Plan*

Attachment 4: *Excerpts from Comprehensive Plan*

Attachment 5: *Proposed Cost-Benefit Analysis*

CITY OF SCOTTSBLUFF REDEVELOPMENT PLAN
El Torito Restaurant

1. Introduction/Executive Summary

Javier and Martha Parra (together, the “Redeveloper”) submit this Redevelopment Plan (“Plan”) to the City of Scottsbluff City Council (the “City”), the City of Scottsbluff Planning Commission (“Planning Commission”), and the City of Scottsbluff Community Redevelopment Authority (the “CRA”), according to the Nebraska Community Development Law, NEB. REV. STAT. § 18-2101 *et seq.*

Under this Plan, the Redeveloper proposes to develop the “Project Site” (as described below) into a Restaurant (the “Project”). The Project Site has been declared to be blighted and substandard.

The Project requires a significant investment, with the cost being estimated at around \$870,000.00. To make the project economically feasible, the Redeveloper is requesting tax increment financing for certain eligible costs and expenses related to the Project.

2. Blighted and Substandard Condition of Project Site (NEB. REV. STAT. §§ 18-2103 (3) and (31) and 18-2109)

The City has declared the Project Site and surrounding areas as blighted and substandard as defined in the Nebraska Community Development Law. *See* Attachment 1.

3. Statutory Elements (NEB. REV. STAT. §§ 18-2103(27) and 18-2111)

A. *Boundaries of the Project Site:* The Project Site is described as:

Lot 1, SKH Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska, a replat of Lots 1A and 2A, Hight’s Addition, a Replat of Lot 1, Hight’s Addition to the City of Scottsbluff and the North 134 feet of the West 125 feet of Tract 33, Goos Tracts, a tract of land located in the SW1/4 of Section 14, Township 22 North, Range 55 West of the 6th P.M. Scotts Bluff County, Nebraska (Scotts Bluff County Parcel ID 010128468), commonly known as 2809 Avenue I, Scottsbluff, Nebraska.

Aerial maps of the Project Site are attached as Attachment 2.

B. *Land Acquisition:* The Redeveloper acquired the Project Site on November 3, 2021 in contemplation of Redevelopment.

C. *Land Uses:* The Redeveloper proposes to develop “Project Site” into a restaurant. This will relocate El Torito Restaurant from 27th Street to the Project Site due to new owners acquiring the real estate location of the old restaurant.

D. *Land Coverage and Building Intensities:* The Project Site is approximately 25,625 square feet. The new building will be approximately 2,975 square feet.

E. *Site Plan:* See Attachment 3.

F. *Existing Uses and Condition:* The Project Site is currently vacant land.

- G. Demolition and Removal of Structures:** No demolition is necessary.
- H. Population Densities:** The Plan does not contemplate a change in population densities around the Project Site. Increased traffic to and use on the Project Site will likely result due to the increased employment, occupancy, and customers on the Project Site.
- I. Zoning Changes:** The Project Site is zoned as C-2 (Neighborhood and Retail Commercial) which includes restaurants as a principal permitted use. Thus, no zoning changes are necessary.
- J. Additional Public Facilities and Utilities:** No additional public facilities and utilities are anticipated. The Redeveloper will connect to City water to the west of the Project Site and City sewer to the east of the Project Site.
- K. Street Layouts, Street Levels, and Grades:** No changes to street layouts, street levels, and grades are needed for this Plan.
- L. Ordinance and Building Code Changes:** No ordinance or building code changes are contemplated by the Plan.

4. Conformity to General Plan of the City (NEB. REV. STAT. §§ 18-2112, 18-2113(1), and 18-2116(1)(a)).

The Planning Commission, City, and CRA are all tasked with determining whether this Plan conforms to the general plan for the development of the City as a whole. NEB. REV. STAT. §§ 18-2112, 18-2113(1), and 18-2116(1)(a).

According to the 2016 Scottsbluff Comprehensive Plan, the Project Site is in the Northwest District and in a Northwest Commercial Neighborhood. Principles for sustainable development for the Northwest District include encouraging new development to be contiguous with existing development and directing higher intensity uses toward arterials. The Northwest Commercial Neighborhoods contemplate heavier daytime use, 24 hour retail, fast-food, or traveler activity, multi-modal accommodations integrated on 27th Street and included on Avenue I, and C-2 as the appropriate zone. The Redeveloper's development of the Project Site is consistent with the Comprehensive Plan. Relevant excerpts from the Comprehensive Plan are attached as Attachment 4.

5. Proposed Financing

A. Tax Increment Financing. The Redeveloper is requesting tax increment financing to pay for statutorily eligible expenses, to the extent such funds are available. The tax increment financing will be generated from the increased property taxes to be paid on the Project Site after development all according to NEB. REV. STAT. § 18-2147. The amount of the available proceeds from tax increment financing ("TIF Revenues") is estimated at approximately \$379,080.00 calculated as follows:

a. Estimated Base Value:	\$ 31,589.00
b. Estimated Project Completion Value:	\$1,200,000.00
c. Tax Increment (b minus a):	\$1,168,411.00
d. Estimated Levy:	2.163%
e. Annual Projected Shift (rounded):	\$ 25,272.00
f. Total TIF Available (e multiplied by 15)	\$ 379,080.00

Note: The above figures are based on estimated values, project completion/phasing timelines, and levy rates. Actual values and rates may vary materially from the estimated amounts.

The TIF Revenues will be used to make principal and interest payments toward a tax increment financing bond (“TIF Indebtedness”) to be held or sold by the Redeveloper. The principal amount of the TIF Indebtedness will be based on the eligible expenses actually incurred. The interest rate will be established as set forth in the Redevelopment Contract.

Because the Plan proposes the use of tax increment financing, the City must find that the Plan would not be economically feasible without the use of tax increment financing and the Project would not occur in the blighted and substandard area without the use of tax increment financing. The City and the CRA must also find that 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 and been found to be in the long-term best interest of the community. NEB. REV. STAT. §§ 18-2113(2) and 18-2116(1)(b).

The Redeveloper certifies that the Plan would not be economically feasible and would not occur in the blighted and substandard area without the use of tax increment financing. As in most businesses, cash is short until the business is established. Although El Torito has been in business in Scottsbluff, the new location will be a change for customers, which presents a risk. Due to the high cost of the Project Site and construction, tax increment financing will allow more flexibility in design and construction.

Notwithstanding the foregoing, the Redeveloper understands the liability of the CRA and City shall be limited to the TIF Revenues received by the CRA with respect to the Project available to pay the TIF Indebtedness issued for this Project and the Redeveloper shall look exclusively thereto for the payment on any TIF Indebtedness. The Redeveloper acknowledges that the above figures are, and any TIF Indebtedness will be set, based on estimates and assumptions, including expectations as to the completion of construction and valuations, suggested by the Redeveloper, which may alter substantially and materially, and/or certain project costs incurred by the Redeveloper, and that tax increment revenues may be altered or eliminated entirely based on future decisions of the Nebraska Legislature or the voters of the State of Nebraska or by future court decisions.

Below are the portions of the project, and estimated cost that the Redeveloper proposes to be paid for with TIF Revenues, to the extent available:

Land Acquisition	\$ 300,000.00
Site Preparation	\$ 10,000.00
Site Engineering	\$ 7,500.00
Sewer/Water Utilities	\$ 5,000.00
Plan Preparation/Legal (City Application, Processing, and Administrative Fees)	\$ 10,250.00
Estimated TIF Eligible Expenses	\$ 332,750.00

B. Private Investment/Financing. The estimated TIF Revenues available will not be sufficient to cover the eligible costs. The Redeveloper will make a substantial private investment in the Project estimated at almost \$546,296.00.

Below is a breakdown of estimated costs and expenses of the Project and the use of funds for each. A “TIF Adjustment” is made to show the TIF expenses that will not be covered by TIF, but rather private investment. This breakdown does not account for interest to be paid out of TIF funds.

Description	TIF Funds	Private Funds	
Land Acquisition	\$ 300,000.00		
Site Preparation	\$ 10,000.00		
Site Engineering	\$ 7,500.00		
Sewer/Water Utilities	\$ 5,000.00		
Building Package		\$ 200,000.00	
Stucco		\$ 23,000.00	
Plumbing		\$ 45,000.00	
Electrical		\$ 43,296.00	
HVAC		\$ 22,000.00	
Interior Finish		\$ 60,000.00	
Windows		\$ 35,000.00	
Parking Lot/Concrete		\$ 77,000.00	
Contingencies		\$ 41,000.00	
Sub Totals	\$ 322,500.00	\$ 546,296.00	\$ 868,796.00
Plan Preparation/Legal (City Application, Processing, and Administrative Fees)	\$ 10,250.00		
			Total Project Costs
Totals	\$ 332,750.00	\$ 546,296.00	\$ 879,046.00

Please note that all the figures in this Plan are estimates and tax increment financing granted will be based on actual costs incurred for eligible expenses, as limited by tax increment revenues received.

A proposed statutory Cost-Benefit Analysis of the Project is attached as Attachment 5.

6. Implementation of the Plan

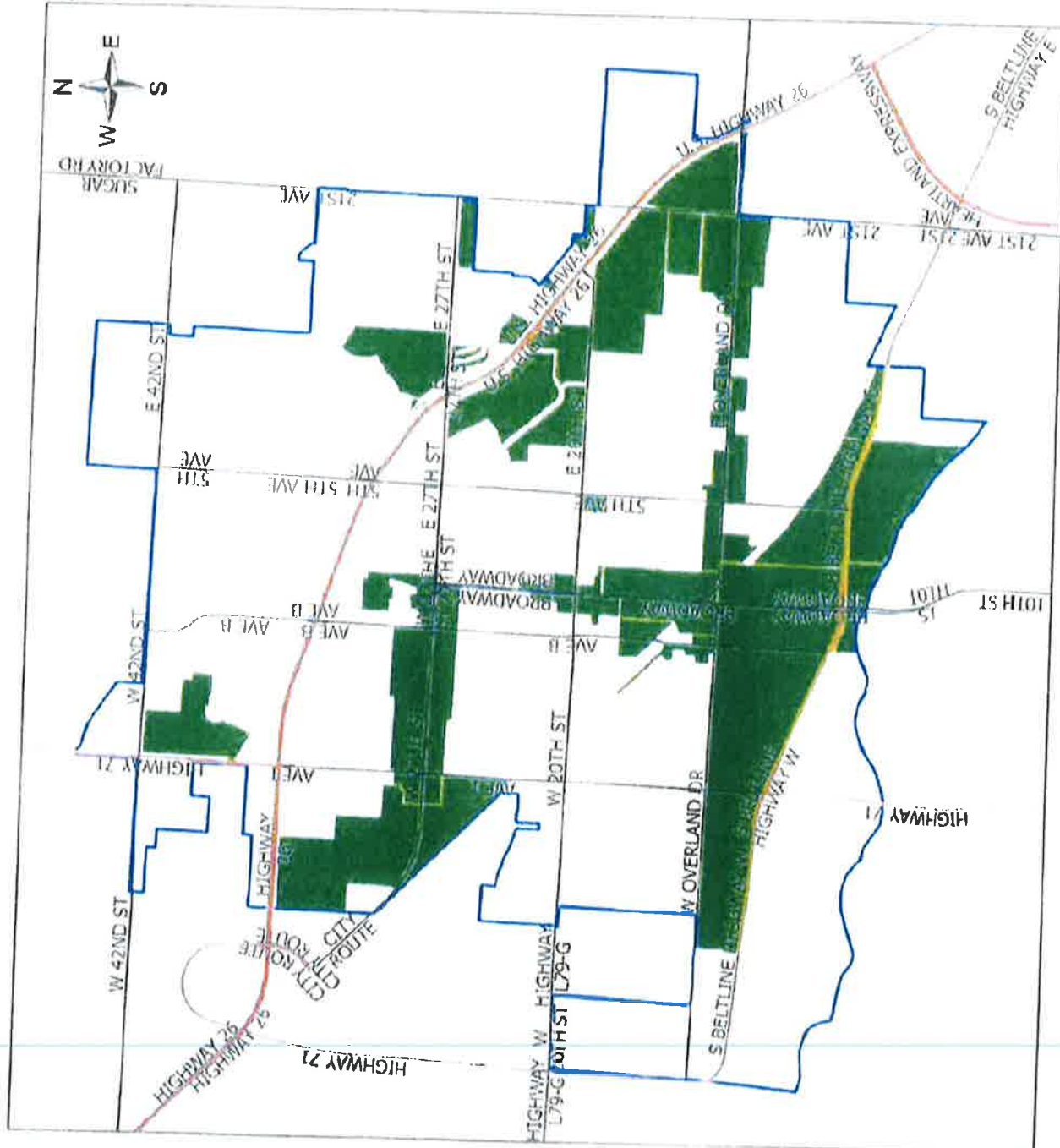
Upon approval of this Plan, the Redeveloper will enter into a Redevelopment Contract with the CRA which shall govern the implementation of this Plan. All public improvements related to this Plan shall be according to (a) plans and specifications approved in writing by the City in advance of commencement of construction, (b) all ordinances and codes adopted by the City, as in effect at the time that the public improvements are constructed, and (c) any other agreement related to the public improvements between the Redeveloper and the City. The Redevelopment Contract between the Redeveloper and the CRA shall not replace or supersede the need for the Redeveloper to obtain other agreements, consents, permits, or licenses from the City related to the public improvements or other improvements as may be required by the City for the type of work to be performed on the Project Site.

**El Torito Restaurant Redevelopment Plan
Attachment 1
Blighted and Substandard Maps**

Roads

- Highway
- Main Road
- Residential
- Corporate Limits
- Bright Areas

Taylor Stephens
City of Scottsbluff GIS
Created on April 19, 2021
Updated on June 23, 2021
Concrete System
NAD 1983 State Plane Nebraska
FIPS 2600 Feet
Lambert Conformal Conic



Blighted and Substandard Area Area Closeup

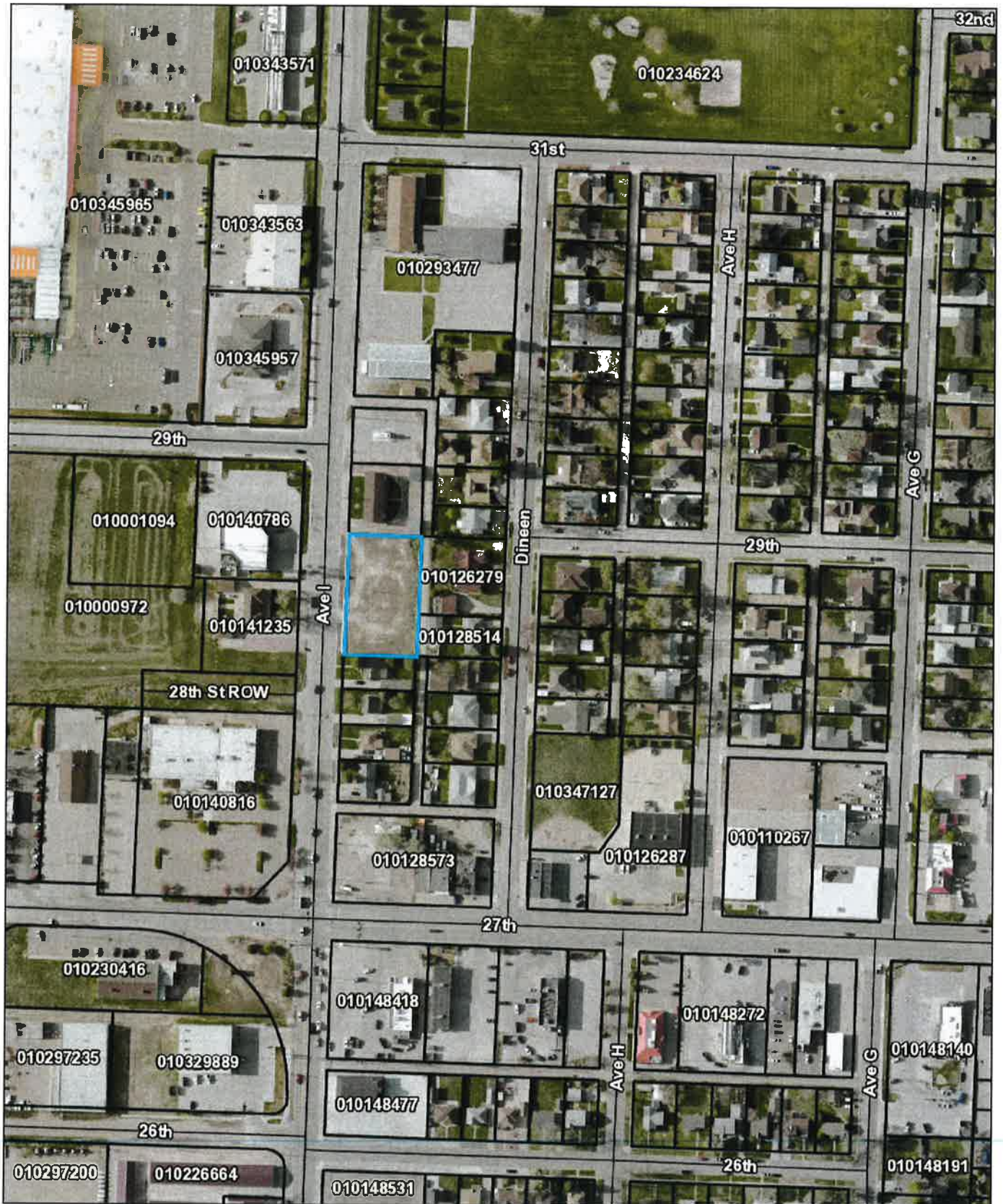


February 9, 2022

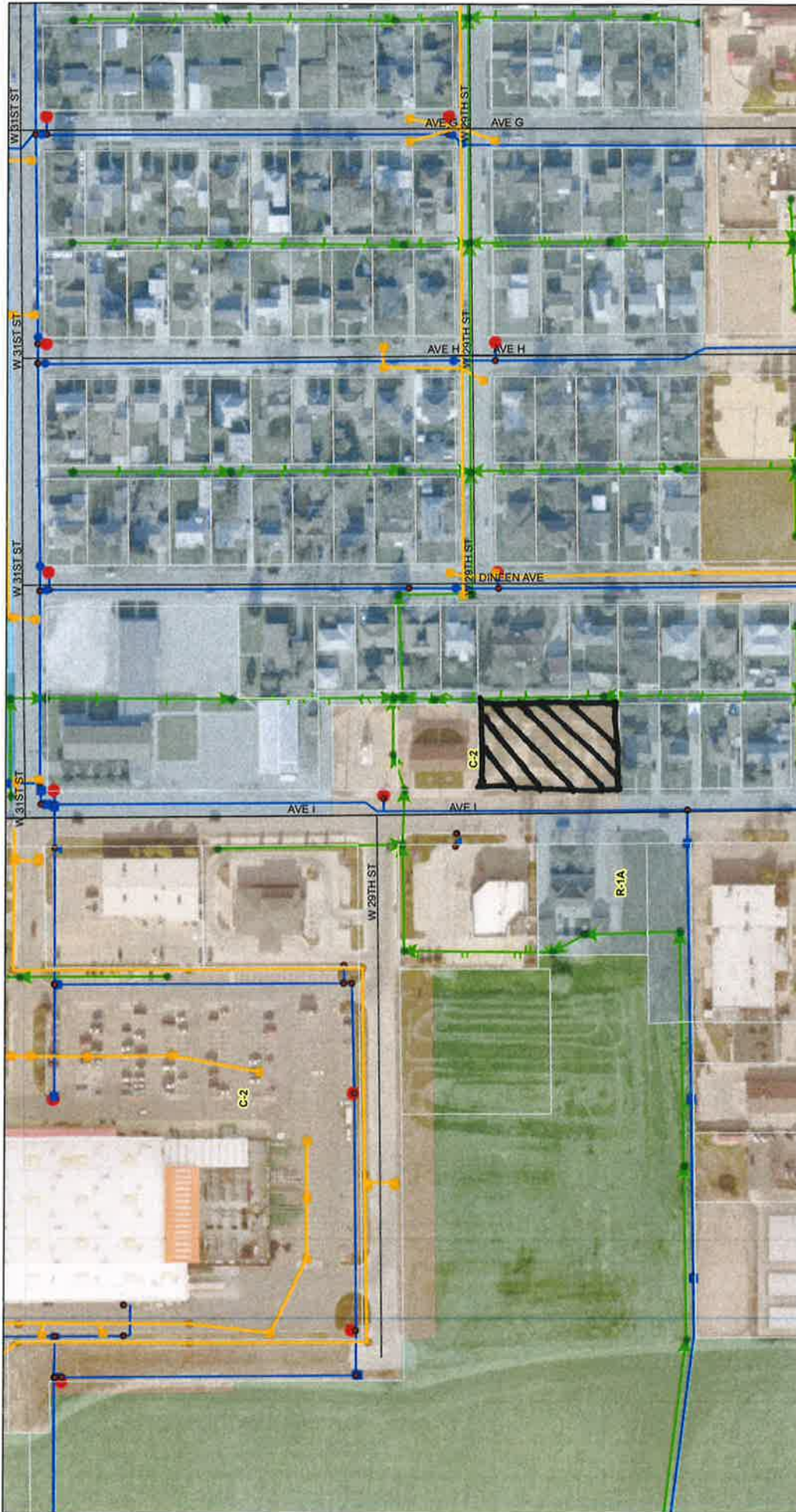


**El Torito Restaurant Redevelopment Plan
Attachment 2
Maps of Project Site**

Project Site

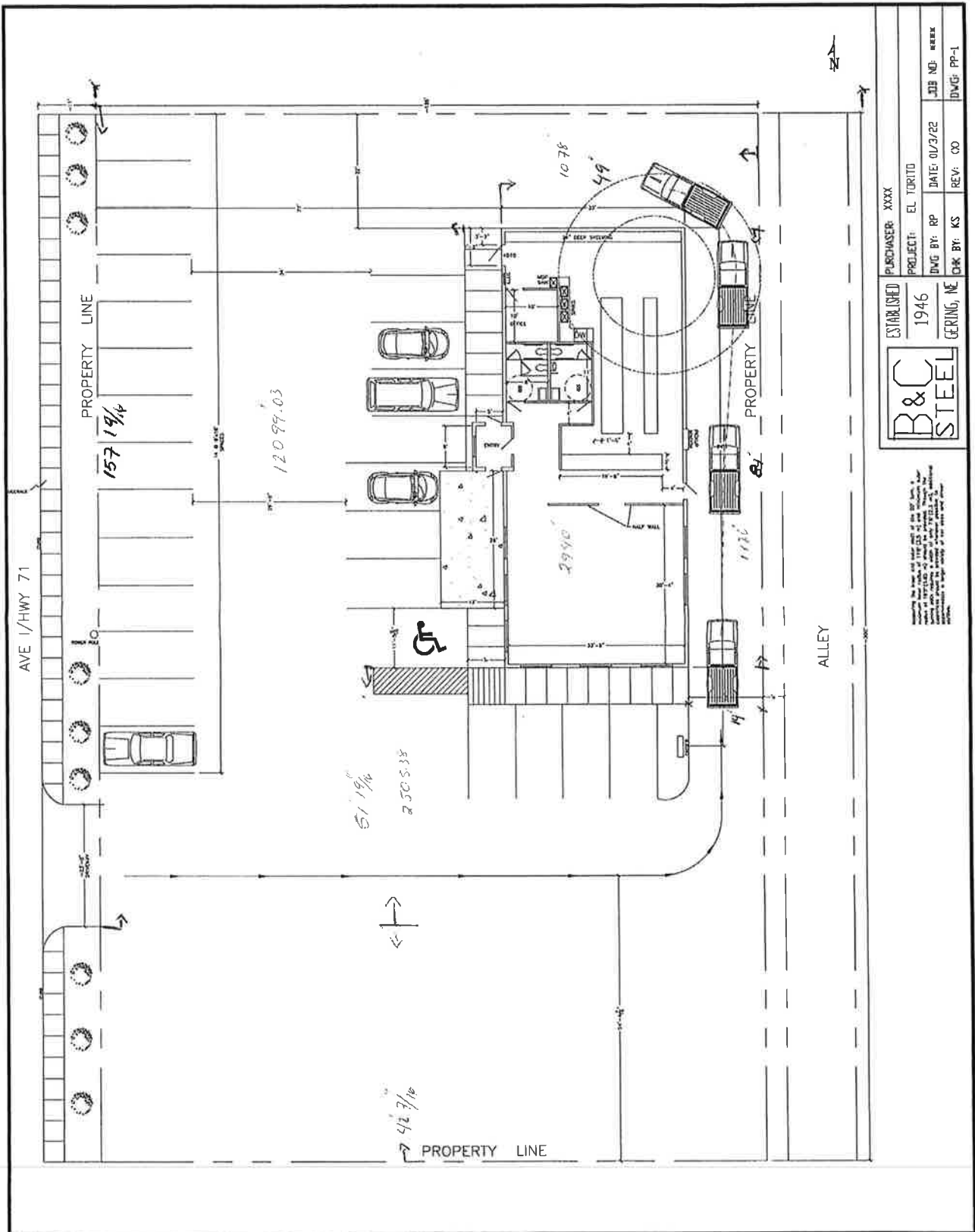


City of Scottsbluff Map



February 9, 2022

**El Torito Restaurant Redevelopment Plan
Attachment 3
Site Plan**



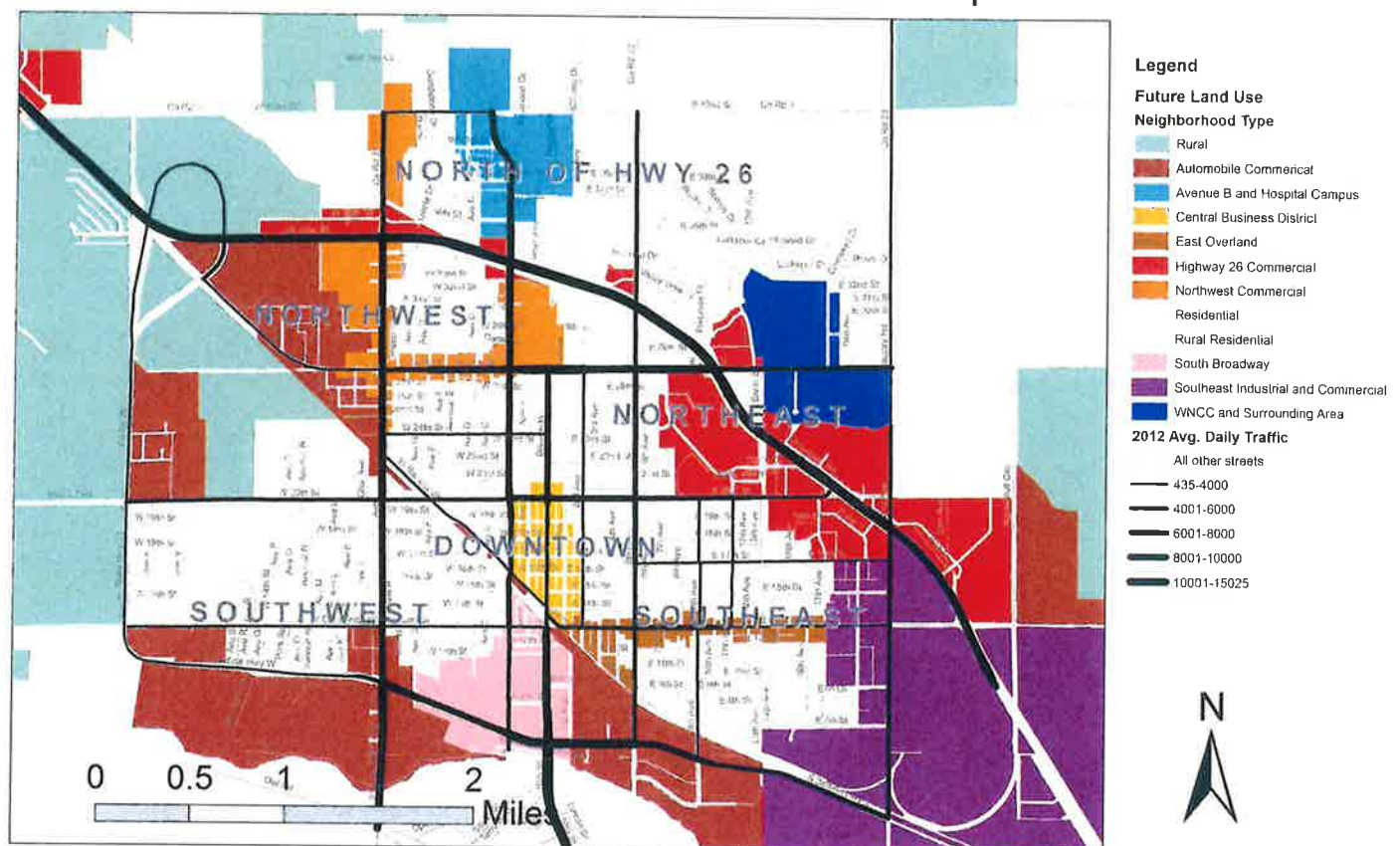
ESTABLISHED	PURCHASER: XXXX
1946	PROJECT: EL TORITO
GERING, NE	DWG BY: RP
	DATE: 01/3/22
	REV: CO
	DWG: PP-1

B&C STEEL

Established 1946
 157' 19/16" x 120' x 120'
 19798.41
 - 2940'
 Total 16858.91

**El Torito Restaurant Redevelopment Plan
Attachment 4
Excerpts from Comprehensive Plan**

Scottsbluff Future Land Use Map



Northwest

Themes:

1. **Growing as a regional leader of commerce and economic opportunity**
 - Home to employment hubs, Housing that supports a thriving workforce, High transportation accessibility
2. **Living into our unique character of a city in the country**
 - Home to retail amenities to serve the surrounding neighborhoods and the region
3. **Promoting the health and happiness of all citizens**
 - Clean, safe neighborhoods, multimodal active transportation options, access to parks
4. **Inclusive Opportunities for participation in civic life**
 - Strong civic groups, available resources, community events

Principles:

5. **Interconnection of Neighborhoods and amenities**
 - a. Improve pedestrian and cycling facilities across the highway and throughout the neighborhood. Utilize neighborhood through streets, Railway St., and multi-modal accommodations along 27th St and Ave. B.
 - b. Safe and efficient motorized transportation along major arterials, encouraging shared driveways and limited access points.
 - c. Safe routes to school with attention to crosswalks on high traffic roads, crossing guards, and drop-off, pick-up traffic flow.
6. **Sustainable development**
 - a. Incorporate native species, and natural landscaping into codes commercial development and campus landscape design.
 - b. Natural stormwater facilities in uses with high percentage of impervious surfaces.
 - c. Direct higher intensity uses towards arterials, with highest intensities at intersections of arterials and collectors.
 - d. Build successful nodes at major intersections on 27th street through aesthetics, building design, and encouraging commercial and mixes of uses.
 - e. Preserve undeveloped land where city utilities could be extended for long term (10-20 year) development needs.
 - f. Encourage new development to be contiguous with existing development with planned linkages between roads and utilities.
 - g. Avoid development in floodplain
 - h. Restrict uses that may have a negative impact on the City's wellfield.
7. **Access to culture and recreation**
 - a. Connect residential areas to parks through walking and biking trail connectivity and attention to pedestrian accommodations along and across heavily trafficked thoroughfares.
 - b. Plan for a public access to a park or greenspace in current and new development, striving for no one residence to be more than a quarter mile walking distance from recreation facilities.
 - c. Encourage opening school grounds as regular park access.
 - d. Create positive, safe gathering places for neighbors and youth in parks and outside of restaurants.
8. **Strong neighborhoods and places, rooted in our unique character**

- a. Make programs that encourage up-keep of private property and neighborhoods more accessible and better communicated.
- b. Facilitate and support neighborhood involvement in plans, studies, and community events.
- c. Continue traditional neighborhood style of homes, streets, and sidewalks in residential areas.
- d. Improve aesthetics and landscaping along collectors, arterials, and in front of businesses, utilizing native species and enforcing design standards in Northwest Commercial Corridors.

Northwest Neighborhoods

Northwest Commercial

Appropriate Zones: C-2

- **Hours:** Heavier daytime use, 24 hour retail, fast-food, or traveler activity accepted.
- **Auto:** Multi-modal accommodations integrated on 27th street and included on Avenue I.
- **Mass:** Big box stores, shared buildings, low height but smaller setbacks on 27th Street to encourage walkability.
- **Emissions:** Traffic heaviest in the day but continuing through the night, low amounts of non-restaurant smells, lower noise, and enforced aesthetic and landscaping standards.

*This neighborhood may include mixed use zoning in the future. Until the City adds Mixed Use as a zoning district, either C-2 or R-1a would be appropriate zones for this area.

**El Torito Restaurant Redevelopment Plan
Attachment 5
Proposed Cost-Benefit Analysis**

COMMUNITY REDEVELOPMENT AUTHORITY, CITY OF SCOTTSBLUFF, NEBRASKA
El Torito Restaurant
COST-BENEFIT ANALYSIS
(Pursuant to Neb. Rev. Stat. § 18-2113)

A. Project Sources/Use of Funds: The Redeveloper is requesting approximately \$332,750.00 in TIF Revenues for this Project. This public investment will leverage approximately \$546,296.00, in private sector investment; a private investment of approximately \$1.64 for every TIF dollar invested. Below is a breakdown of estimated costs and expenses of the Project and the use of funds for each. This breakdown does not account for interest to be paid out of TIF funds.

Description	TIF Funds	Private Funds	
Land Acquisition	\$ 300,000.00		
Site Preparation	\$ 10,000.00		
Site Engineering	\$ 7,500.00		
Sewer/Water Utilities	\$ 5,000.00		
Building Package		\$ 200,000.00	
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HVAC		\$ 22,000.00	
Interior Finish		\$ 60,000.00	
Windows		\$ 35,000.00	
Parking Lot/Concrete		\$ 77,000.00	
Contingencies		\$ 41,000.00	
Sub Totals	\$ 322,500.00	\$ 546,296.00	\$ 868,796.00
Plan Preparation/Legal (City Application, Processing, and Administrative Fees)	\$ 10,250.00		
			Total Project Costs
Totals	\$ 332,750.00	\$ 546,296.00	\$ 879,046.00

B. Tax Revenues and Tax Shifts Resulting from the Division of Taxes.

Taxes from base value of the Project Site will be available to the local taxing jurisdictions regardless of the tax increment financing. The estimated current value of the Project Site is \$31,589.00. Taxes from the current value of the Project Site are approximately \$650.00 per year. The local taxing jurisdictions are the City, Scotts Bluff County, Scottsbluff Public Schools, WNCC, ESU 13, and North Platte NRD. The tax increment revenues from this Project will not be available to local taxing jurisdictions for up to 15 years after the effective date of the division of taxes. During those times, the tax increment revenues from the Project Site will be used to reimburse the Redeveloper for the eligible development costs (with interest) necessary for the Project. The estimated average annual tax increment revenues are calculated as follows:

a. Estimated Base Value:	\$ 31,589.00
b. Estimated Project Completion Value:	\$1,200,000.00
c. Tax Increment (b minus a):	\$1,168,411.00
d. Estimated Levy:	2.163%
e. Annual Projected Shift (rounded):	\$ 25,272.00
f. Total TIF Available (e multiplied by 15)	\$ 379,080.00

Note: The above figures are based on estimated values, project completion/phasing timelines, and levy rates. Actual values and rates may vary materially from the estimated amounts.

C. Public Infrastructure and Community Public Service Needs Impacts and Local Tax Impacts Arising from Project Approval.

No public infrastructure or community public service needs are anticipated.

D. Impacts on Employers and Employees of Firms Locating or Expanding Within the Boundaries of the Redevelopment Project Area.

Employment in the Project Area will increase. The Redeveloper intends to employ 8-10 FTE employees for the restaurant. This is an increase from 5-6 FTEs at the current location.

E. Impacts on other Employers and Employees within the City and immediate area located outside the Redevelopment Project Area.

None anticipated.

F. Impacts on Student Populations of School Districts within the City.

None anticipated.

G. Other Impacts.

Local contractors and consultants will perform the work.
Infill development

COMMUNITY REDEVELOPMENT AUTHORITY, CITY OF SCOTTSBLUFF, NEBRASKA
El Torito Restaurant
COST-BENEFIT ANALYSIS
(Pursuant to Neb. Rev. Stat. § 18-2113)

A. Project Sources/Use of Funds: The Redeveloper is requesting approximately \$332,750.00 in TIF Revenues for this Project. This public investment will leverage approximately \$546,296.00, in private sector investment; a private investment of approximately \$1.64 for every TIF dollar invested. Below is a breakdown of estimated costs and expenses of the Project and the use of funds for each. This breakdown does not account for interest to be paid out of TIF funds.

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			Total Project Costs
Totals	\$ 332,750.00	\$ 546,296.00	\$ 879,046.00

B. Tax Revenues and Tax Shifts Resulting from the Division of Taxes.

Taxes from base value of the Project Site will be available to the local taxing jurisdictions regardless of the tax increment financing. The estimated current value of the Project Site is \$31,589.00. Taxes from the current value of the Project Site are approximately \$650.00 per year. The local taxing jurisdictions are the City, Scotts Bluff County, Scottsbluff Public Schools, WNCC, ESU 13, and North Platte NRD. The tax increment revenues from this Project will not be available to local taxing jurisdictions for up to 15 years after the effective date of the division of taxes. During those times, the tax increment revenues from the Project Site will be used to reimburse the Redeveloper for the eligible development costs (with interest) necessary for the Project. The estimated average annual tax increment revenues are calculated as follows:

a. Estimated Base Value:	\$ 31,589.00
b. Estimated Project Completion Value:	\$1,200,000.00
c. Tax Increment (b minus a):	\$1,168,411.00
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Note: The above figures are based on estimated values, project completion/phasing timelines, and levy rates. Actual values and rates may vary materially from the estimated amounts.

C. Public Infrastructure and Community Public Service Needs Impacts and Local Tax Impacts Arising from Project Approval.

No public infrastructure or community public service needs are anticipated.

D. Impacts on Employers and Employees of Firms Locating or Expanding Within the Boundaries of the Redevelopment Project Area.

Employment in the Project Area will increase. The Redeveloper intends to employee 8-10 FTE employees for the restaurant. This is an increase from 5-6 FTEs at the current location.

E. Impacts on other Employers and Employees within the City and immediate area located outside the Redevelopment Project Area.

None anticipated.

F. Impacts on Student Populations of School Districts within the City.

None anticipated.

G. Other Impacts.

Local contractors and consultants will perform the work.
Infill development

Adopted by the Scottsbluff Community Redevelopment Authority on February ____, 2022.

Chairperson

RESOLUTION NO. CRA _____

BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF SCOTTSBLUFF, NEBRASKA:

Recitals:

a. Pursuant to the Community Development Law, NEB. REV. STAT. § 18-2101 *et seq.*, a redevelopment plan for the *El Torito Restaurant* project by Javier and Martha Parra (the “Redevelopment Plan”) has been submitted to the Scottsbluff Community Redevelopment Authority (“CRA”). The Redevelopment Plan proposes to redevelop an area of the City which the City Council has declared to be blighted and substandard and in need of redevelopment. The Redevelopment Plan includes the use of tax increment financing.

b. The Redevelopment Plan has been reviewed by the Planning Commission, which found that the Redevelopment Plan conforms to the 2016 Scottsbluff Comprehensive Plan (the “Comprehensive Plan”). The Planning Commission recommended approval of the Redevelopment Plan to the CRA and City Council.

c. The CRA has reviewed and conducted a cost-benefit analysis of the Redevelopment Plan and makes the findings and recommendations as set forth in this Resolution.

Resolved:

1. The proposed land uses and building requirements in the Redevelopment Plan are designed with the general purposes of accomplishing, in conformance with the Comprehensive Plan, a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with 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, including, among other things, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of conditions of blight.

2. The CRA has conducted a cost benefit analysis for the project according to the Community Redevelopment Law, and finds that the project as proposed in the Redevelopment Plan would not be economically feasible or occur in the project area without tax increment financing and 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, are in the long term best interests of the community. The CRA Chair is authorized to execute the cost benefit analysis to show the CRA’s review and discussion thereof.

3. The CRA states: (a) the Redeveloper acquired the Project Site (as defined in the Redevelopment Plan) for \$300,000.00 in contemplation of developing the Project Site; (b) the estimated cost of preparing the project area for redevelopment is \$10,000.00; (c) the Redevelopment Plan does not propose that either the CRA or City will acquire the project area and neither the CRA nor City will receive proceeds or revenue from disposal of the project area to the Redeveloper; (d) the proposed methods of financing of the project are (i) tax increment financing for eligible costs and (iii) private investment and financing for the remainder of the project costs; and (e) no families or businesses will be displaced as a result of the project.

4. The CRA recommends approval of the Redevelopment Plan to the City Council.
5. This Resolution along with the recommendation of the Planning Commission shall be forwarded to the City Council for its consideration when reviewing the Redevelopment Plan.
6. All prior resolutions of the CRA in conflict with the terms and provisions of this Resolution are repealed to the extent of such conflicts.
7. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED on February 16, 2022

**COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
SCOTTSBLUFF**

ATTEST:

Secretary

Chair

RESOLUTION NO. CRA_____

BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF SCOTTSBLUFF, NEBRASKA:

Recitals:

a. Pursuant to the Community Development Law, NEB. REV. STAT. § 18-2101 *et seq.*, a redevelopment plan for the *El Torito Restaurant* project by Javier and Martha Parra (the “Redevelopment Plan”) has been submitted to the Scottsbluff Community Redevelopment Authority (“Authority”). The Redevelopment Plan proposes to redevelop an area of the City which the City Council has declared to be blighted and substandard and in need of redevelopment. The Redevelopment Plan includes the use of tax increment financing.

b. The Authority has approved and adopted the Redevelopment Plan.

c. The City Council is scheduled to hold a public hearing regarding and review and analyze the Redevelopment Plan, and consider the Redevelopment Plan for approval at its regular meeting scheduled for February 22, 2022.

d. The Authority and Javier and Martha Parra (together, the “Redeveloper”) desire to enter into a Redevelopment Contract (the “Contract”) under which the Authority will provide a grant and tax increment financing to the Redeveloper to assist with the implementation of the Redevelopment Plan. Capitalized terms not otherwise defined in this Resolution shall have the same meaning as provided for in the Contract.

Resolved:

1. The Contract between the Authority and Redeveloper is approved, contingent on the City Council’s approval of the Redevelopment Plan. Once this contingency has been met, the Chair of the Authority is authorized to sign the Contract on behalf of the Authority without any further approval other than this Resolution. The Chair may make changes and amendments to the Contract and take all actions and execute all documents which the Chair deems in the best interest of the Authority in connection with the Redevelopment Plan. This Resolution shall be construed consistently with the Contract. Once the Contract has been entered into by the parties, the following resolutions shall automatically become effective, without any further action of the Authority.

2. A tax increment financing note is ordered issued by the Authority and shall be designated as “Tax Increment Financing Note (El Torito Restaurant)” (the “Note”).

3. Under the provisions of NEB. REV. STAT. § 18-2147 and the terms of the Contract, the effective date is confirmed as stated in Section 4 of the Contract, after which ad valorem taxes on real property located within the Site may be apportioned under section 18-2147. The taxes shall be divided as follows:

- a. That portion of the ad valorem real estate tax on the Site which is produced by levy at the rate fixed each year by or for each public body upon the "redevelopment project valuation" (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and

- b. That portion of the ad valorem real estate tax on the Site in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premium due in connection with the Indebtedness. When such Indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem real estate taxes upon the Site shall be paid into the funds of the respective public bodies.

4. Under the terms of the Contract, the City Treasurer (the “Agent”) as Agent of the Authority is authorized to give notice, upon the request of the Redeveloper, to the County Assessor of the provision of the Contract for dividing ad valorem real estate taxes according to the requirements of NEB. REV. STAT. § 18-2147(5).

5. The Note shall be executed by the Chair and Secretary of the Authority and the official seal of the City shall be placed thereon.

6. The City Manager or the City Manager’s designee shall have authority to review and approve Disbursement Requests on behalf of the Authority and carry out all other administrative duties and decisions of the Authority relating to the Note and the Contract.

7. The Note is a special, limited obligation of the Authority and is not secured by any obligation or pledge of any monies received or to be received from taxation, other than tax increment revenues as set forth in the Contract and as described in NEB. REV. STAT. § 18-2147. The Note shall not in any event be a debt of the Authority (except to the extent of the tax increment revenues pledged under the Contract), the City, the State, nor any of its political subdivisions, and neither the Authority, the City, the State nor any of its political subdivisions is liable in respect thereof. In no event shall the Note be payable out of any funds or properties other than those of the Authority acquired under the Contract. The Note does not constitute a debt within the meaning of any constitutional, statutory, or charter limitation upon the creation of general obligation indebtedness of the Authority and does not impose any general liability upon the Authority. No member or official of the Authority nor any person executing the Note shall be liable personally on the Note by reason of its issuance.

8. The Note shall be in substantially the form of the attached Exhibit A and shall be subject to the terms and conditions as set forth in the Contract and this Resolution (including those in Exhibit A).

- a. The Note shall be issued in fully registered form. The name and address of the registered owner of the Note (including notation of any pledgee as may be requested by the Redeveloper) shall at all times be part of the records of the Authority at City Hall in Scottsbluff, Nebraska.
- b. The Note shall be dated the date the Note is initially issued and delivered (“Date of Original Issue”), shall mature, subject to right of prior redemption, not later than December 31, 2036 (or later date as set forth in the Contract), and shall bear interest in the amount set forth in the Contract or as otherwise determined by the Agent and Redeveloper. The Agent is authorized to determine: (i) the Date of Original Issue, (ii) the principal amount of the Note, (iii) the maturity date of the Note, and (iv) any other term of the Note, but all subject to the terms of the Contract and this Resolution.

- c. The Note shall be issued to such owner as agreed between the Redeveloper and the Authority. Upon execution of the Note and compliance with all other provisions of this Resolution and the Contract, the Note shall be registered by the Agent in the name of the owner and shall be delivered in consideration of payment of the principal amount thereof to the City's Treasurer in current bankable funds or as otherwise set forth in the Contract. From such purchase price, the Authority shall make a grant to the Redeveloper according to the terms of the Contract.
- d. The initial purchaser (and any pledgee) shall be required to deliver an investment representation letter to the Agent in a form satisfactory to the Authority, as advised by the Authority's attorney. No Note shall be delivered to any owner unless the Authority has received from the owner such documents as may be required by the Authority to demonstrate compliance with all applicable laws and the Contract.
- e. The records maintained by the Agent as to principal amount advanced and principal amounts paid on the Note shall be the official records of the cumulative outstanding principal amount of the Note for all purposes. The Agent shall have only such duties and obligations as are expressly stated in this Resolution and no other duties or obligations shall be required of the Agent.
- f. A transfer of the Note may be registered only upon surrender of the Note to the Agent, together with an assignment duly executed by the owner or its attorney or legal representative in a form as satisfactory to the Agent. Prior to any transfer, the transferee shall provide to the Authority an investor's letter in a form satisfactory to the Authority, and shall deposit with the Authority an amount to cover all reasonable costs incurred by the Authority, including legal fees, related to such transfer. Upon any registration of transfer, the Authority may execute and deliver a new Note registered in the name of the transferee, with a principal amount equal to the principal amount of the Note surrendered and with the same maturity and interest rate. The Note surrendered in any such exchange shall be canceled by the Agent. A transfer of any Note may be prohibited by the Authority if a default then exists under the Contract. The Authority may impose any additional restrictions on the transfer of any Note as may be required to ensure compliance with applicable laws.

9. The Chair, City Manager, and their designees are authorized to take any and all actions, and to execute any and all documents deemed by them necessary to affect the transactions contemplated in the Contract and authorized by this Resolution.

10. All prior resolutions of the Authority in conflict with the terms and provisions of this Resolution are repealed to the extent of such conflicts.

11. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED on February 16, 2022

**COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
SCOTTSBLUFF**

Chair

ATTEST:

Secretary

EXHIBIT A
(FORM OF NOTE)

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, (THE '33 ACT) OR ANY STATE SECURITIES LAWS, AND THIS NOTE MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE '33 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE '33 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER OR THERE SHALL HAVE BEEN DELIVERED THE SCOTTSBLUFF COMMUNITY REDEVELOPMENT AUTHORITY (THE "AUTHORITY") PRIOR TO THE TRANSFER, ASSIGNMENT, SALE, OR HYPOTHECATION, AN OPINION OF COUNSEL SATISFACTORY TO THE AUTHORITY TO THE EFFECT THAT REGISTRATION UNDER THE '33 ACT IS NOT REQUIRED.

THIS NOTE MAY BE TRANSFERRED OR ASSIGNED ONLY IN THE MANNER AND ON THE TERMS AND CONDITIONS AND SUBJECT TO THE RESTRICTIONS STATED IN RESOLUTION NO. ____ OF THE AUTHORITY. THE AUTHORITY'S TREASURER IS PROHIBITED FROM REGISTERING THE OWNERSHIP OR TRANSFER OF OWNERSHIP OF THIS NOTE TO ANY PERSON WITHOUT RECEIPT OF AN EXECUTED INVESTOR LETTER AS REQUIRED UNDER THE TERMS OF SAID RESOLUTION.

TAX INCREMENT FINANCING NOTE (El Torito Restaurant)
ISSUED BY THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF
SCOTTSBLUFF, NEBRASKA

Date of
Original Issue

Date of
Maturity

Rate of
Interest

December 31, 203__

_____ per annum

REGISTERED OWNER: _____
PRINCIPAL AMOUNT: SEE SCHEDULE 1

FOR VALUE RECEIVED, the **COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF SCOTTSBLUFF, NEBRASKA** (the "**Authority**") promises to pay to the Registered Owner named above, but solely from tax increment revenues specified herein, the Principal Amount identified on Schedule 1, together with interest on the unpaid principal balance at the rate set forth above, calculated as simple interest and without compounding, on or before the maturity date set forth above.

All payments of principal and interest prior to maturity shall be made by the Agent by mailing a check to the Registered Owner or its approved pledgee, as shown in the records of the Authority at the time of the payment. All amounts due at maturity or other final payment shall be paid to the Registered Owner or its approved pledgee upon the presentation of this Note to the Agent at City Hall in Scottsbluff, Nebraska. If funds securing this Note are collected after the maturity date, then the Agent shall pay such funds to the Registered Owner or its approved pledgee, to the extent there are still amounts due and owing under this Note.

To the extent funds securing this Note are available to and received by the Authority, the accrued interest shall be payable semiannually on July 15 and December 15 of each year, commencing July 15, 202_. If the date for any payment is a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Scottsbluff Nebraska are closed, then the date for such payment shall be the next day. The Authority may prepay the outstanding principal and/or interest, in whole or in part, at any time without the prior consent of the Registered Owner or its pledgees. Payments made shall first be applied to accrued interest and then to principal.

The Authority and the Agent may treat the Registered Owner as the absolute owner of the Note for the purpose of making payments and for all other purposes and neither the Authority nor the Agent shall be affected by any notice or knowledge to the contrary. The records maintained by the Authority as to the principal amount issued and principal amounts paid on this Note shall be the official records of the cumulative outstanding principal amount of this Note for all purposes.

This Note is issued by the Authority under the authority of and in full compliance with the Constitution and statutes of the State of Nebraska, including particularly Article VIII, Section 12 of the Nebraska Constitution, Sections 18-2101 to 18-2153 of the Nebraska Revised Statutes, as amended, and under Resolution No. _____ duly passed and adopted by the Authority on _____ 2022, as from time to time amended and supplemented (the “**Resolution**”). The Resolution incorporates by reference the terms of the Redevelopment Contract between the Authority and Javier and Martha Parra dated _____ (the “**Contract**”). This Note has been authorized and issued by the Authority to aid in financing a redevelopment project as defined in the Nebraska Community Development Law.

This Note is a special limited obligation of the Authority payable solely from and is secured solely by the TIF Revenues (as defined in the Contract) on the terms and conditions in the Resolution and Contract. The TIF Revenues represents that portion of ad valorem real estate taxes levied by public bodies of the State of Nebraska, including the City, on real property on the Site (as defined in the Contract) which is in excess of that portion of such ad valorem real estate taxes produced by the levy at the rate fixed each year by or for each such public body upon the valuation of the Site as of a certain date as set forth in the Contract and as has been or will be certified by the County Assessor of Scotts Bluff County, Nebraska to the City in accordance with law.

This Note shall not be payable from the general funds of the City or the Authority, nor shall this Note constitute a legal or equitable pledge, charge, lien, security interest or encumbrance upon any of the property or upon any of the income, receipts, or money and securities of the City or the Authority or of any other party other than those specifically pledged under the Resolution and Contract. This Note is not a debt of the City or the Authority within the meaning of any constitutional, statutory or charter limitation upon the creation of general obligation indebtedness of the City or the Authority, and does not impose any general liability upon the City or the Authority. Neither the City nor the Authority shall be liable for the payment of this Note out of any funds of the City or the Authority other than TIF Revenues which have been pledged to the payment of this Note according to and as limited by the Resolution and Contract. Neither the members of the Authority nor any person executing this Note shall be liable personally on this Note by reason of the issuance hereof.

This Note is transferable by the Registered Owner in person or by its attorney or legal representative duly authorized in writing at City Hall in Scottsbluff, Nebraska, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution and Contract, and upon surrender of this Note.

IN WITNESS WHEREOF, THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF SCOTTSBLUFF NEBRASKA has caused this Note to be signed by the Chair of the Scottsbluff, Nebraska, Community Redevelopment Authority, countersigned by the Secretary of the Community Redevelopment Authority, and with the City's corporate seal imprinted hereon.

**COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
SCOTTSBLUFF, NEBRASKA**

[S E A L]

By: _____ (manual signature)
Chair

By: _____ (manual signature)
Secretary

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SCHEDULE 1

**TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT
TAX INCREMENT FINANCING NOTE (El Torito Restaurant)
COMMUNITY REDEVELOPMENT AUTHORITY OF
THE CITY OF SCOTTSBLUFF, NEBRASKA**

Date	Principal Amount Advanced	Principal Amount Redeemed	Cumulative Outstanding Principal Amount	Notation Made By

PROVISION FOR REGISTRATION

Date of Registration	Name of Registered Owner	Signature of Agent

REDEVELOPMENT CONTRACT

THIS REDEVELOPMENT CONTRACT is entered into on _____ by and between the Community Redevelopment Authority of the City of Scottsbluff, Nebraska (the “Authority”) and Javier Parra and Martha Parra d/b/a El Torito Restaurant (together, “Redeveloper”).

RECITALS

- A. The City Council of the City of Scottsbluff (“City Council” and “City” respectively) has declared the Site (as defined below) blighted and substandard as defined in the Nebraska Community Development Law, NEB REV. STAT. § 18-2101 et seq, (the “Act”).
- B. After a positive recommendation by the Planning Commission, the Authority and City Council approved and adopted the Redevelopment Plan (“Plan”) submitted by the Redeveloper. The Plan is incorporated into this Redevelopment Contract by this reference.
- C. This Redevelopment Contract has been prepared according to the Act in order to implement the Plan submitted by the Redeveloper.
- D. This Redevelopment Contract is entered into by the Authority to provide financing for an approved redevelopment project.

NOW THEREFORE, in consideration of the foregoing recitals which are material to and made a part of this Contract, the covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows.

1. Definitions. The following terms in this Contract shall have the following definitions.

- a. “Contract” shall mean this Redevelopment Contract and all amendments, modifications, and extensions hereto.
- b. “Holder(s)” means the registered owner or owners of the Indebtedness issued by the Authority.
- c. "Indebtedness" means any bonds, notes, loans, and advances of money or other indebtedness, including interest and premium, if any, thereon, incurred by the Authority pursuant to this Contract to provide financing for the Project Costs (as defined below) and secured in whole or in part by TIF Revenues (as defined below). The Indebtedness as initially issued by the Authority shall consist of the Authority's Tax Increment Financing Note to be issued on the terms described in Schedule C.
- d. “Project” shall mean the Project as defined in the Plan.
- e. “Project Costs” shall mean the costs for those activities described on Schedule B and reimbursable to Redeveloper under the Act. The amount of the Project Costs shall be the amount actually incurred by the Redeveloper for such activities, and the estimates set forth on Schedule B are provided for budgeting purposes only.

- f. "Public Improvements" shall include, without limiting the generality of the description for public improvements, all improvements related to the Project required by the City to be completed, which may be on City property or in the City right of way, and/or relating to City services, utilities, or infrastructure.
- g. "Resolution" shall mean any Resolution of the Authority authorizing the issuance of the Indebtedness and/or approving this Contract.
- h. "Site" shall mean the real estate legally described on Schedule A together with all buildings, improvements and fixtures located thereon and portions of the adjacent public right of way and property as contemplated to be used under the Plan.
- i. "TIF Revenues" shall mean that portion of the ad valorem real estate taxes generated by the Project on the Site and allocated to the Authority pursuant to NEB. REV. STAT. § 18-2147(1)(b).

2. Findings of the Authority: The Authority has made the following findings:

- a. The Plan has been duly approved by the City Council and adopted by the Authority pursuant to the Act.
- b. The proposed land uses and building requirements in the Plan are designed with the general purposes 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 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, including, among other things, adequate provision for traffic, vehicular parking, the provision of adequate transportation, water, sewerage, and other public utilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of conditions of blight.
- c. The Authority and City have each conducted a cost benefit analysis for the Project in accordance with the Act, and found that the Project would not be economically feasible or occur in the project area without tax increment financing and 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, are in the long term best interests of the community.

3. Representations of the Redeveloper: The Redeveloper makes the following representations:

- a. The execution and delivery of this Contract and the consummation of the transactions contemplated under this Contract will not conflict with or constitute a breach of or default under any contract to which Redeveloper is a party or by which it is bound.
- b. There is no litigation pending and to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the Project or this Contract.
- c. The Project as set forth in the Plan would not be economically feasible or occur in the project area without tax increment financing.

- d. The Redeveloper shall only use funds granted by the Authority for the purposes set forth in the Act.
- e. Redeveloper acknowledges that interest on the Indebtedness is not tax-exempt interest under state or Federal law.
- f. Redeveloper acknowledges and represents that it has been advised that the Indebtedness, including any note or bond, is not registered under the Securities Act of 1933, as amended, and that the Authority is not presently required to register under Section 12 of the Securities and Exchange Act of 1934. The Redeveloper therefore recognizes that if and when the Redeveloper may wish to sell or resell the Indebtedness as held by it there may not be any available current business and financial information about the Authority or the Project. Further, the Redeveloper realizes that no trading market presently exists or is ever expected to exist for the Indebtedness. The Redeveloper understands that it may need to bear the risks of an investment in the Indebtedness for an indefinite period of time, since any sale prior to maturity of the Indebtedness may not be possible or may be at a price below that which the Redeveloper is paying for the Indebtedness.
- g. The Redeveloper has conducted its own investigation and has undertaken the responsibility to verify the accuracy and completeness and truth of any statement made or omitted to be made concerning any of the material facts relating to the Indebtedness and the Project and transactions relating thereto.
- h. The Redeveloper is acquiring the Indebtedness for its own account for investment and not with a view for resale or distribution, except that the Redeveloper may assign the Indebtedness to the Redeveloper's lender, provided that such lender shall first acknowledge the Redeveloper's investor related representations substantially the same as set forth in Section 3 of this Contract. The Redeveloper has sufficient knowledge and experience in financial and business matters to be able to evaluate the risks and merits of the investment represented by the purchase of the Indebtedness, has financial resources sufficient to sustain the risks related to holding the Indebtedness, and is aware of the intended use of the proceeds and the risks involved therein.
- i. The Redeveloper has been offered an opportunity to ask questions of and receive answers from the Authority and the officers of the Authority concerning the terms and conditions of the Indebtedness and to obtain any additional information on the status of the Project and to obtain any additional financial information and documentation necessary to supplement or clarify the information provided to the Redeveloper.
- j. The Redeveloper understands the liability of the Authority and City shall be limited to the TIF Revenues received by the Authority with respect to the Project available to pay the Indebtedness and the Redeveloper shall look exclusively thereto for the payment on the Indebtedness.
- k. The Redeveloper acknowledges that the Indebtedness has been set based on estimates and assumptions including expectations as to the completion of construction and valuations suggested by the Redeveloper, which may alter substantially and materially, and/or certain costs of the Project to be incurred by the Redeveloper, and that tax increment revenues may be altered or eliminated entirely based on future decisions of the Nebraska Legislature or the voters of the State of Nebraska or by future court decisions.

- l. The Redeveloper acknowledges that the Indebtedness is being purchased in a direct private placement negotiated between the Authority and the Redeveloper in which no broker, dealer, or municipal securities dealer has participated and is therefore not subject to any of the requirements of Rule 15c2-12 of the Securities and Exchange Commission requiring the providing of certain information upon issuance and certain additional information on a periodic basis.
- m. The Redeveloper understands that THE INDEBTEDNESS IS A LIMITED OBLIGATION OF THE AUTHORITY AND IS NOT SECURED BY ANY OBLIGATION OR PLEDGE OF ANY MONIES RECEIVED OR TO BE RECEIVED FROM TAXATION, OTHER THAN TAX INCREMENT REVENUES AS DESCRIBED IN THIS CONTRACT.
- n. The Indebtedness does not constitute a debt within the meaning of any constitutional, statutory, or charter limitation upon the creation of general obligation indebtedness of the Authority or City and does not impose any general liability upon the Authority or City. No official of the Authority or City nor any person executing the Indebtedness shall be liable personally by reason of its issuance.

4. Obligations of the Authority: In addition to the Authority's other obligations set forth in this Contract, the Authority shall perform the following obligations.

- a. In accordance with Section 18-2147 of the Act, the Authority provides that any ad valorem real estate tax on the Site, for the benefit of any public body be divided for a period of fifteen (15) years after the effective date of this provision, which date shall be determined as follows: The effective date of this provision shall be January 1, 2022 and the taxable base value is anticipated to be January 1, 2021. Provided, however, if there is no substantial increase in valuation between the 2021 and 2022 tax years, then, if allowed by law and upon the written request of the Redeveloper, the effective date of this provision shall be January 1, 2023 and the taxable base value shall be January 1, 2022. Said taxes shall be divided as follows:
 1. That portion of the ad valorem real estate tax on the Site which is produced by levy at the rate fixed each year by or for each public body upon the "redevelopment project valuation" (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and
 2. That portion of the ad valorem real estate tax on the Site in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premium due in connection with the Indebtedness. When such Indebtedness, including interest and premium due have been paid, the Authority shall notify the County Assessor and County Treasurer and all ad valorem real estate taxes upon the Site shall be paid into the funds of the respective public bodies; and
 3. Any interest and penalties due for delinquent taxes shall be paid in the funds of each public body in the same proportion as are all other taxes collected by or for the public body.
- b. Upon the request of the Redeveloper, the Authority shall file with the County Assessor a notice for dividing the ad valorem real estate tax on the Site as described in Section 18-2147(5) of the Act and consistent with the effective date as established in this Section 4.

- c. The Authority shall authorize the issuance of the Indebtedness in the form and stated principal amount and bearing interest and being subject to such terms and conditions as are specified in Schedule C or as otherwise set forth in this Contract and the Resolution; provided, at all times the maximum amount of the Indebtedness shall be limited to the sum of all Project Costs incurred by the Redeveloper. No Indebtedness will be issued until Redeveloper has acquired fee title to the Site and become obligated for a portion of the Project Costs.
- d. The Authority pledges 100% of the available annual TIF Revenues derived from the Site as security for and to provide payment of the Indebtedness as the same fall due. The Authority shall, to the extent funds are available from TIF Revenues, pay the Holder of the Indebtedness the TIF Revenues according to the terms of the Indebtedness and this Contract. Any shortfall in TIF Revenues to pay the Indebtedness for any reason whatsoever shall be borne entirely by the Redeveloper and Holder without recourse of any kind against the Authority or the City.
- e. The Authority shall make a grant to the Redeveloper, up to the amount of the Indebtedness, to pay the Redeveloper for the Project Costs actually incurred by the Redeveloper, subject to the limitations set forth in this Contract. The Indebtedness and the grant shall not exceed the amount of Project Costs as certified pursuant to Section 6(a) of this Contract. The Authority shall have no obligation to provide grant funds from any source other than the funds actually received by the Authority for the purchase price paid to the Authority for the Indebtedness. Upon the request of the Redeveloper, the purchase price of the Indebtedness shall be offset against the grant described herein.
- f. The Authority shall create a fund to collect and hold the TIF Revenues. Such fund shall be used for no other purpose other than to pay the Indebtedness.

5. Obligations of Redeveloper. In addition to the Redeveloper's other obligations set forth herein, the Redeveloper shall fulfill the following obligations:

- a. Prior to the execution of this Contract, the Redeveloper shall deliver to the Authority documents as required by the Authority showing who has authority to sign the Contract and related documents on behalf of the Redeveloper.
- b. Redeveloper shall complete the Project and install all required improvements, fixtures, equipment and furnishings necessary to operate the Project as set forth in the Plan. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to construct the Project. Until construction of the Project has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the Authority as to the actual progress of Redeveloper. Redeveloper shall furnish to the City a Certificate of Completion upon full completion of the Project.
- c. At any time, whether before or after commencement of the Project, the Authority may require any or all of the following:
 - i. That any general contractor chosen by the Redeveloper or the Redeveloper itself obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations naming the Authority and/or City as additional insureds.

- ii. That any contractor chosen by the Redeveloper or the Redeveloper itself purchase and maintain property insurance upon the Project to the full insurable value thereof which insure against the perils of fire and extended coverage, includes "All Risk" insurance for physical loss or damage, and insures all stored materials.
 - iii. That the contractor or the Redeveloper, as the case may be, furnish the Authority with a Certificate of Insurance evidencing policies as may be required above and providing that the Authority be given prior written notice in the event of cancellation of or material change in any of any of the policies.
 - iv. That the Redeveloper furnish or cause to be furnished to the Authority security consistent with policies established by the City for other development projects to guarantee the completion of the Public Improvements as set forth in the Plan. Any security furnished by the Redeveloper may be required to be up to the amount of the actual cost of the Public Improvements. It is contemplated that the Redeveloper will enter into one or more contracts for the construction of the Public Improvements. The actual cost of the Public Improvements will be determined by the provisions of such contract. If any required security furnished by the Redeveloper is a bond or letter of credit, the bond or letter of credit shall provide that upon demand by the Authority, the Authority shall be paid all sums which will enable the Authority to complete the Public Improvements. If security required by the Authority is insufficient to complete the Public Improvements, the Redeveloper will remain directly liable to the Authority for the balance. The Authority may, at its option, assess all or any part of the amounts owed for the Public Improvements and not covered by the bond or letter of credit and not paid for by Redeveloper.
 - v. That the Redeveloper furnish or cause to be furnished to the Authority, a payment bond in the amount of the Public Improvements with a corporate surety authorized to do business in the State of Nebraska and approved by the Authority, conditioned upon the Redeveloper at all times making payment of all amounts lawfully due to all persons supplying or furnishing the Redeveloper, the Redeveloper's contractor, or his or her subcontractors with labor, materials, equipment, or supplies for the Public Improvements and indemnifying and saving harmless the Authority to the extent any payments under this Contract which the Authority may be required to make under law. The Authority may allow, in lieu of this surety bond, a cash bond in the amount determined by the Authority, to be held by the Authority for the purposes set forth in this subsection. The cash bond shall be refunded to the Redeveloper upon the completion of the applicable Public Improvements and the Authority's receipt of evidence, satisfactory to the Authority, that all persons having performed labor or furnished materials, equipment, or supplies for such Public Improvements have been fully paid.
- d. Redeveloper shall pay all costs related to the redevelopment of the Site. Redeveloper shall timely pay all costs, expenses, fees, charges and other amounts associated with the Project.
 - e. The location, size and layout and actual construction of the Public Improvements shall be according to (i) plans and specifications approved in writing by the City in advance of commencement of construction, which approval will not be unreasonably withheld, (ii) all ordinances and codes adopted by the City, as in effect at the time that the Public Improvements are constructed, and (iii) any other agreement related to the Public Improvements between the Redeveloper and the City. This Contract shall not replace or supersede the need for the Redeveloper to obtain other agreements, consents, permits, licenses from the City related to the Public Improvements or other improvements as may be required by the City for the type of work to be performed.

- f. The Redeveloper will purchase or arrange for the purchase of the Indebtedness at a price equal to the principal amount thereof, in a private placement satisfactory to the Authority as to its terms and participants. The Authority and City shall have no obligation to provide for the sale of the Indebtedness by the Redeveloper.
- g. The Redeveloper shall pay the Authority a fee to cover the Authority's expenses in Plan preparation and other arrangements in connection with the Project, this Contract, and the Indebtedness. The fees shall be as set forth on Schedule D and shall be paid to the Authority on or before the date of issuing the Indebtedness.
- h. Prior to the completion of the Project, any loan proceeds obtained by the Redeveloper which are secured by mortgage, deed of trust, or other lien or encumbrance on the Site, or any portion thereof, shall be used solely for the costs and expenses associated with the development of the Site pursuant to the Plan, unless otherwise agreed to by the Authority in writing.
- i. The Redeveloper shall retain copies of all documents and records associated with the Plan and Project received or generated by the Redeveloper and make such documents available to the City and Authority, upon request, for at least three years after the end of the last fiscal year in which ad valorem real estate taxes are divided for the Project.

6. Cost Certification and Disbursement of Funds. Proceeds of the Indebtedness shall be advanced and disbursed in the manner set forth below:

- a. The Redeveloper shall submit to the Authority a grant disbursement request (the "Disbursement Request") executed by an authorized representative of the Redeveloper. The Disbursement Request shall: (i) certify the portion of the Project that has been completed (ii) certify the actual costs incurred by the Redeveloper in the completion of such portion of the Project, including an itemization of the actual Project Costs incurred; and (iii) include documentation to the Authority's satisfaction that such Project Costs have been incurred and all other requirements under this Contract relating to the work have been met. All Disbursement Requests are subject to review and approval by the Authority. Determinations by the Authority whether costs included in the Disbursement Request are properly included as Project Costs as defined in this Contract shall be made in the sole discretion of the Authority and shall be conclusive and binding on the Redeveloper.
- b. The Authority shall inform the Holder in writing of the amount of the Disbursement Request allocated to the Indebtedness for reimbursable Project Costs under this Contract. Upon notification from the Authority, the Holder (if other than the Redeveloper) may make deposits to the Authority in such amount necessary to pay the Project Costs set forth in the Disbursement Request. Such amounts shall be proceeds of the Indebtedness to be granted to the Redeveloper under Section 4(e) of this Contract. If the Redeveloper is the Holder, the grant to the Redeveloper shall be offset by the increase in the principal balance of the Indebtedness by the amount of the Project Costs of the approved Disbursement Request.

7. Redeveloper's Obligations While the Indebtedness is Outstanding. Redeveloper covenants and agrees that while any Indebtedness is outstanding, Redeveloper shall:

- a. Not protest a taxable valuation of the Site so as to reduce the taxable valuation;
- b. Not convey the Site or structures thereon to any entity which would be exempt from paying real estate taxes, except those public improvements to be transferred to the City according to the Plan;
- c. Not apply to the Scotts Bluff County Assessor for any structures on the Site to be taxed separately from the land of the Site;
- d. Maintain insurance for the full value of the structures on the Site and in the event of casualty, apply such insurance proceeds to completing or repairing the Project;
- e. Pay or cause to be paid all real estate taxes and assessments levied on the Site prior to the time they become delinquent;
- f. Provide progress reports and any relevant financial records regarding the Project to the City or Authority upon request; and
- g. Include the restrictions in this Section 7 in any subsequent sale, assignment, sale-leaseback or other transfer of the Site or any portion thereof. If such restrictions are included, the Redeveloper shall not otherwise be responsible for the action or inaction of third parties if these covenants are breached by third parties and the Redeveloper no longer owns the Site.

8. Authority's Liability. The liability of the Authority under the Indebtedness shall be limited to the TIF Revenues and the Redeveloper and other Holders shall look exclusively to the TIF Revenues for the payment on the Indebtedness. THE INDEBTEDNESS IS A LIMITED OBLIGATION OF THE AUTHORITY AND IS NOT SECURED BY ANY OBLIGATION OR PLEDGE OF ANY MONIES RECEIVED OR TO BE RECEIVED FROM TAXATION, OTHER THAN TAX INCREMENT REVENUES AS DESCRIBED IN THIS CONTRACT.

9. Environmental Conditions. In the development of the Site, the Redeveloper and its contractors shall not violate any applicable laws, ordinances and regulations relating to industrial hygiene or environmental protection (collectively referred to herein as "Environmental Laws"), and not do anything to introduce to the Site substances deemed to be hazardous or toxic under any Environmental Laws.

10. Indemnity. To the fullest extent permitted by law, the Redeveloper shall indemnify, defend, and hold harmless the Authority and City from and against all claims, damages, losses, fines, assessments, and expenses, including, but not limited to, attorneys' fees (collectively, "Losses"), arising out of or resulting from (a) the negligent or intentional acts or omissions of the Redeveloper, any of Redeveloper's contractors or subcontractors, or anyone directly employed by any of them, or anyone for whose acts any of them may be liable or (b) the noncompliance with this Contract. The Redeveloper also agrees to indemnify and hold the City and Authority harmless for any claims for amounts which are the responsibility of the Redeveloper charged by persons or entities providing labor or materials for the Project. Notwithstanding the foregoing, in no event shall Redeveloper be required to indemnify, defend, or hold harmless the Authority and/or City for Losses to the extent such Losses are caused by the negligent or intentional acts or omissions of the Authority and/or City.

- 11. Nondiscrimination.** The Redeveloper shall not, in the performance of this Contract and the Project, discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, ancestry, disability, familial status, or receipt of public assistance.
- 12. Immigration Status.** Redeveloper agrees that all of its contractors providing services on the Site will utilize the federal immigration verification system, as defined in NEB. REV. STAT. § 4-114 to determine the work eligibility status of new employees physically performing services on the Project.
- 13. Conflicts of Interest.** No officer, employee, or agent of the Authority shall have any personal interest in this Contract, whether such interest is direct or indirect.
- 14. Assignment.** The Redeveloper may not assign its rights under this Contract without prior written consent of the Authority, which consent shall not be unreasonably withheld.
- 15. Covenants Running with the Land.** This Contract shall be binding upon the Redeveloper's successors and assigns, and shall run with the Site. The Redeveloper shall record this Contract or a memorandum of this Contract in the Scotts Bluff County Office of the Register of Deeds, to be indexed against the Site. The Redeveloper shall not be responsible for the violation or breach of these covenants by its successors or assigns.
- 16. Status of Parties.** The Authority is not and shall not be regarded as a partner, joint venturer, or other jointly acting party with the Redeveloper for any purpose whatsoever, and the undertakings and agreements on the part of the Authority herein are provided solely pursuant to the provisions of the Act and for the governmental purposes of promoting and encouraging redevelopment in blighted and substandard areas.
- 17. Approvals by the Authority.** Whenever, under the terms of this Contract, the Authority has agreed that it shall take an action or cause an action to be taken and applicable statutes require public notice and a hearing or other procedures relating to public approval, the terms and conditions of this Contract shall be understood as subject to such requirements.
- 18. Default.** In the event of any default hereunder, the defaulting party shall, upon written notice to the other party proceed immediately to cure the default and such shall be cured within 30 days after the defaulting party's receipt of such notice or such longer time as may be allowed by the party giving notice. Any default which, by its nature, cannot be cured in the time allowed may be cured if curing is commenced within the time allowed and diligently pursued to completion thereafter. If the default is not timely cured, the non-defaulting party may pursue any remedy available to it at law or equity, including specific performance. In addition, in the event of a default by the Redeveloper which is not timely cured as set forth above, then the Authority may suspend its performance under this Contract or rescind or terminate this Contract. Neither party shall be deemed to be in default of their respective obligations in the event of delay in the performance of such obligations due to causes beyond such party's reasonable control and without its fault including, but not limited to acts of God, acts of the public enemy, acts of the Federal government, fires, floods, epidemics, quarantine, strikes, freight embargos, or delays of subcontractors due to such causes. In the event of any such delay, the party being delayed shall give prompt notice to the other party and the time for performance of the obligation being delayed shall be equitably extended.

19. Notices and Demands. Any notice, demand, or other communication under this Contract by either party shall be sufficiently given or delivered if it is sent by certified mail, postage prepaid, return receipt requested, or delivered personally as follows:

If to Redeveloper: Javier and Martha Parra
80903 Stonegate Road
Minatare, NE 69536

If to Authority: Scottsbluff Community Development Authority
Attn: City Manager
2525 Circle Drive
Scottsbluff, NE 69361

Either party may give notice of a change in contact information in the manner specified herein.

20. Complete Contract. This Contract represents the complete understanding between the parties concerning the subject matter of this Contract, and no other promises or agreements relating to the subject matter of this Contract shall be binding unless they are made in writing and authorized and executed by both parties. *Provided that*, the terms of any Resolution passed by the Authority related to the Indebtedness are made a part of and incorporated into this Contract by this reference.

21. Governing Law. Nebraska law will govern the construction of and the performance under this Contract.

22. Schedules. All schedules referenced above are incorporated into this Contract by this reference.

23. Intent. This Contract is entered into by the Authority to provide financing for an approved redevelopment project.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

Executed this ____ day of _____, 2022.

**CITY OF SCOTTSBLUFF, NEBRASKA
COMMUNITY REDEVELOPMENT
AUTHORITY**

William Trumbull, Chair

Javier Parra

ATTEST:

Martha Parra

Secretary

STATE OF NEBRASKA; COUNTY OF SCOTTS BLUFF) ss.

The foregoing Redevelopment Contract was acknowledged before me this ____ day of _____, 2022 by William Trumbull, Chair on behalf of the City of Scottsbluff, Nebraska Community Redevelopment Authority, after being duly authorized.

Notary Public

STATE OF NEBRASKA; COUNTY OF SCOTTS BLUFF) ss.

The foregoing Redevelopment Contract was acknowledged before me this ____ day of _____, 2022 by Javier Parra and Martha Parra.

Notary Public

Schedule A

The Site

Lot 1, SKH Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska, a replat of Lots 1A and 2A, Hight's Addition, a Replat of Lot 1, Hight's Addition to the City of Scottsbluff and the North 134 feet of the West 125 feet of Tract 33, Goos Tracts, a tract of land located in the SW1/4 of Section 14, Township 22 North, Range 55 West of the 6th P.M. Scotts Bluff County, Nebraska (Scotts Bluff County Parcel ID 010128468), commonly known as 2809 Avenue I, Scottsbluff, Nebraska.

Schedule B
Estimated Project Costs

Land Acquisition	\$ 300,000.00
Site Preparation	\$ 10,000.00
Site Engineering	\$ 7,500.00
Sewer/Water Utilities	\$ 5,000.00
Plan Preparation/Legal (City Application, Processing, and Administrative Fees)	\$ 10,250.00

Schedule C
Indebtedness

- | | |
|----------------------|--|
| 1. Principal Amount: | Not to exceed actual Project Costs certified by the Redeveloper. |
| 2. Interest Rate: | WSJ Prime Rate + 1% or as agreed upon by the Redeveloper and the Authority. |
| 3. Maturity Date: | December 31, 2036 (or December 31, 2037 depending on the effective date as set forth in Section 4). |
| 4. Payments: | Semi-Annually on July 15 and December 15 of each year, with payments limited to TIF Revenues received. |
| 5. Date of Issuance: | At Redeveloper's request as agreed to by the Authority, but subject to the terms of the Contract. |

Schedule D
Fee

- | | |
|---------------------------------------|------------|
| 1. Application Fee: | \$ 250.00 |
| 2. Processing Fee | \$5,000.00 |
| 3. Processing Fee/Administrative Fee: | \$5,000.00 |

City of Scottsbluff, Nebraska

Wednesday, February 16, 2022

Regular Meeting

Item Facade1

Review and Consider Unfinished Façade Improvement Grants from 2021

1401 Avenue B - Jared Whiting

1605 Avenue A - RP Empire Holdings, LLC

Staff Contact: Zachary Glaubius, Planning Administrator

Façade Improvement Program Application

Project Information

1. Applicant Name: Jared Whiting
Applicant Address: 50342 Woodstock Drive
Telephone No.: 308-529-3540 E-Mail Address: jwhiting@whitingSigns.com
Property Owner (if different than applicant): _____
2. Project Site Address: 1401 Ave B Scottsbluff, Ne
3. Is the Project Site Currently Occupied? Yes ☒ No ☐
4. Land Use of Project Site (Select one):
Restaurant ☐ Retail ☒ Service ☒
☐ Other (Please specify): _____
5. Nature and Name of Business (if applicable): Whiting Signs
6. Proposed Project: Describe in detail; attach plans and specifications:
New Signage and we will take existing signage down
and replace with electrical channel letters.
We would put up a chain link fence around our used
sign graveyard. Fence would be 6 ft tall

7. List all other funds or assistance the applicant has received from the City in the last 10 years (e.g. other grants, Economic Development Assistance (LB840) loans or grants, Tax Increment Financing)
Type of Assistance: 0
Amount: 0
Date: _____

8. Estimated Project Costs:

Exterior Improvements (describe)

\$ 20,000.00

Other (describe)

Total

\$ 20,000.00

Grant Funds Requested*

\$ 10,000.00

*Grant funds requested must not exceed the \$10,000 maximum

*Grant funds requested must not exceed ½ of the cost of exterior improvements

*Bids or estimates from contractors and material estimates must be included at the time of application

9. Person doing work (if different than applicant): Whiting Signs, Rodriguez Fencing

Address: PO Box 192 Minutemen ME

Phone No.: 631-1979, 308-633, 7446

10. Project Construction Schedule (estimated):

Start Date 9-1-2021

Completion Date 7-30-2021

***ALL WORK MUST BE COMPLETED AND RECEIPTS SUBMITTED TO THE CITY NO LATER THAN SEPTEMBER 10, 2021. IF THE APPLICANT FAILS TO GIVE TIMELY REPORTS TO THE CITY OR, IF BASED ON THE APPLICANT'S MONTHLY REPORTS IT APPEARS TO THE CITY THAT THE WORK WILL NOT BE COMPLETED ON TIME, THE CITY MAY, IN ITS SOLE DISCRETION, RESCIND OR REDUCE THE GRANT AWARD.**

To be completed by Staff:

Zoning of Property C-3

Square footage of building 5,306

RODRIGUEZ FENCING

Estimate/Bid

Date: Jan 22, 2021

P. O. Box 192
Minatare, NE 69356
308-672-3979
308-631-1979
rodriguezfencing2@gmail.com

To: Jared Whiting
1401 AVE B
Scottsbluff NE 69361

Description	Amount
64' x 6' Chain link 9 gauge, (1) 20' Rolling Gate, Material, concrete and Labor	\$4,950.00

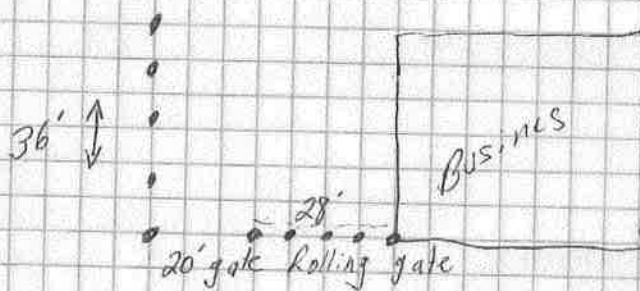
Total:

\$4,950.00

If estimate is accepted, half will be collected prior start of work.
Remaining balance due upon completion of work. Estimate are only valid for 1 month.
Rodriguez Fencing is not responsible for any sprinklers and/or private lines damages.

Thank you
Rodriguez Fencing

Jared Whiting



6' 9 gauge wire
64' with one rolling gate
or 20' Double Drive gate
2 ³/₈ line post
2 ³/₈ corner post
with fittings



Company: Whiting Signs LLC

City : Scottsbluff, NE

Bid Name: New Signage

Products

Large Electric channel letter sign

\$14,065.42

PRICING TOTALS:

Net Total \$14,065.42

Tax \$ 984.58

Total \$15,050.00

WHITING SIGNS ASKS FOR A 50% DEPOSIT BEFORE BEGINNING DESIGN OR INSTALLATION

Customer Signature

Whiting Signs Signature



Façade Improvement Program Application

Project Information

1. Applicant Name: RP Empire Holdings, LLC (The 16th Empire)
Applicant Address: 1605 Ave A Scottsbluff, NE 69361
Telephone No.: 308-672-3279 E-Mail Address: the16thempire@gmail.com
Property Owner (if different than applicant): Superior Home Inspections

2. Project Site Address: 1605 Ave A Scottsbluff, NE 69361

3. Is the Project Site Currently Occupied? ☒ Yes ☐ No

4. Land Use of Project Site (Circle one):

Restaurant

Retail

Service

Other (Please specify): _____

5. Nature and Name of Business (if applicable): 16th Empire

6. Proposed Project: Describe in detail; attach plans and specifications:

Sidewalk on south side of building, signage and installing garage door on south side of building.

Bids for sign fabrication & garage door not included. Based on initial projections on door, still looking at alternatives for door.

7. List all other funds or assistance the applicant has received from the City in the last 10 years (e.g. other grants, Economic Development Assistance (LB840) loans or grants, Tax Increment Financing)

Type of Assistance: None

Amount: \$0

Date: N/A

8. Estimated Project Costs:

Exterior Improvements (describe)

\$ ~~15,500~~ 27,664

Other (describe)

Total

\$ ~~15,500~~ 27,664

Grant Funds Requested*

\$ ~~10,000~~

*Grant funds requested must not exceed the \$10,000 maximum

*Grant funds requested must not exceed ½ of the cost of exterior improvements

*Bids or estimates from contractors and material estimates must be included at the time of application

9. Person doing work (if different than applicant): Roots Construction, Whitings Signs,

Address: (see back for info on each) Prime Metals and

Phone No.: Paul Reed Const.

10. Project Construction Schedule (estimated):

Start Date ASAP

Completion Date Within 1 month from start date

***ALL WORK MUST BE COMPLETED AND RECEIPTS SUBMITTED TO THE CITY NO LATER THAN SEPTEMBER 10, 2021. IF THE APPLICANT FAILS TO GIVE TIMELY REPORTS TO THE CITY OR, IF BASED ON THE APPLICANT'S MONTHLY REPORTS IT APPEARS TO THE CITY THAT THE WORK WILL NOT BE COMPLETED ON TIME, THE CITY MAY, IN ITS SOLE DISCRETION, RESCIND OR REDUCE THE GRANT AWARD.**

To be completed by Staff:

Zoning of Property C-1

Square footage of building 5,040

QUOTE

HERNANDEZ CONSTRUCTION

Quality is our game!

1717 10th Ave
Scottsbluff, NE 69361
(308)765-5886
mundo2105@gmail.com

INVOICE # 1
FEBUARY 1, 2021

TO Ralph Paez
16th Empire
1605 Ave A
Scottsbluff, NE 69361
(308)672-3279

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Ray Hernandez		Due on receipt	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Demo southside sidewalk and replaced		
	Dimensions 56'X '9.5 4 inches Thick and		
	Meet city Requirements. Slope ill be added for ADA compliant door entrance. Snow Curbing.		
	"ADD on's discussed with customer and Contractor"	\$4,200.00	\$4,200.00

SUBTOTAL	\$4,200.00
SALES TAX	
TOTAL	\$4,200.00

Quotation prepared by: 

This is a quotation on the goods named, subject to the conditions noted below: Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

**Proposal To:**

16th Empire

DATE; 11/17/2020
PROJECT; Wall Opening
LOCATION; Scottsbluff, NE

BID OPENING;

2970 10th Street, Gering NE 69341

WE PROPOSE TO FURNISH LABOR AND MATERIALS TO TO INSTALL A 10' X 8' OPENING IN AN EXTERIOR WALL AS SPECIFIED BELOW;

NEW WALL OPENING

5,796.00

- 1 PROVIDE A TEMPORARY HEADER TO SUPPORT THE EXISTING WALL ABOVE THE PROPOSE OPENING.
- 2 SAW CUT THE EXISTING MASONRY WALL AND REMOVE FOR A 10' WIDE X 8' HIGH FRAMED OPENING.
- 3 INSTALL METAL ANGLE IRON AND 1/4" PLATE FRAMING ON TOP, BOTTOM AND BOTH SIDES OF THE NEW OPENING.

SIDEWALK

7,418.00

- 4 REMOVE EXISTING SIDEWALK 94' X 10'.
- 5 REPLACE SIDEWALK 94' X 10' X 4" THICK.

TOTAL LABOR AND MATERIALS \$ **13,214.00**

NOTE: BID DOES NOT INCLUDE ANY SUPPLIIMENTARY HEAT IF RQUIRED.
NO STRUCTURAL DESIGN, PERMITS OR TESTING INCLUDED.
ALL CONCRETE WILL BE A 4000 PSI MIX.

GRAND TOTAL \$ **13,214.00**

Signature of Estimator: *Tom Corr*

We hereby propose to furnish labor and materials-complete in accordance with the above specifications, for the sum

Dollars (\$) with payments made as follows;

NOTE: This proposal may be withdrawn by us if not accepted within 30 Days

ALL READY MIX QUOTES SUBJECT TO AVAILABILITY

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as Specified. Payment will be made as outlined above.

Acceptance of Proposal

SIGNATURE; _____

DATE; _____

SIGNATURE; _____

DATE; _____

Thompson Glass
1702 Ave B
Scottsbluff, NE 69361

Phone: 308-635-3350
Fax: 308-632-8111

Estimate Only

Bill To: 16th Empire
1605 A Street
Scottsbluff, NE 69361
633-4155
672-3279 Ralph

Estimated price to order and install a custom store front for the south side of the building

We propose to install in a furnished 12' x 6' opening

- Kawneer 451T black anodized framing
 - Divided into three equal sections
- Manko top hinge/project in awning windows
 - 48 x 18 each
- Insulated glass to be Solarban 60 insulated units

Installed complete \$8,200.00

Price does not include:

1. Sales tax
2. Carpentry or interior finish work
3. Final cleaning

Estimate good for 60 days

Payment due upon completion of the work

1-22-2021

TT/JK

To proceed with the estimate please call or fax a signed copy back to us _____



Company: 16th Empire
City : Scottsbluff, NE
Bid Name: Moving of Signage and New Signage

Products

Removal and install of current sign	\$1,200.00
Install of New sign on Westside	<u>\$ 850.00</u>
	\$2,050.00 + Tax

New Sign lighting options

1 - LED lights non color materials and labor	\$1,500.00 + Tax
2 - Color LED lights (Red, Green, Blue) materials and labor	\$2,350.00 + Tax
3 - Color changing LED materials and labor	\$4,000.00 + Tax

**WHITING SIGNS ASKS FOR A 50% DEPOSIT BEFORE BEGINNING DESIGN
OR INSTALLATION**

Customer Signature _____

Whiting Signs Signature _____

City of Scottsbluff, Nebraska

Wednesday, February 16, 2022

Regular Meeting

Item Facade2

Review and Consider Funding of Façade Improvement Grants

202 E. Overland Drive - Gary Schaub Testimonial Trust

1125 1/2 2nd Avenue - Gary Schaub Testimonial Trust

1906 Broadway - Maren Chaloupka

1721 Broadway - Kersch, LLC

1904 1st Avenue - Champion Realty

30 E. 16th Street - Brian Hafeman

20 E. 16th Street - Sterling Huff

Staff Contact: Zachary Glaubius, Planning Administrator

Façade Improvement Program Application

Project Information

1. Applicant Name: Testimonial Trust
Applicant Address: Gary Schaub DBA Comm Shops of Scottsbluff
Telephone No.: 308-225-2145 E-Mail Address: touchofclasslimos@yahoo.com
Property Owner (if different than applicant): _____
2. Project Site Address: 202 E. Overland
3. Is the Project Site Currently Occupied? Yes ☐ No ☒
4. Land Use of Project Site (Circle one):
Restaurant ☐ Retail ☒ Service ☒
Other (Please specify): _____
5. Nature and Name of Business (if applicable): _____
6. Proposed Project: Describe in detail; attach plans and specifications:
Repair building exterior to make it
attractive to a business to rent out.

7. List all other funds or assistance the applicant has received from the City in the last 10 years (e.g. other grants, Economic Development Assistance (LB840) loans or grants, Tax Increment Financing)
Type of Assistance: Sign & electrical
Amount: 10,000.00
Date: Dont remember

8. Estimated Project Costs:

Exterior Improvements (describe)

\$ 19,800⁰⁰

Other (describe)

Total

\$ 19,800

Grant Funds Requested*

\$ 9,900

*Grant funds requested must not exceed the \$10,000 maximum

*Grant funds requested must not exceed ½ of the cost of exterior improvements

*Bids or estimates from contractors and material estimates must be included at the time of application

9. Person doing work (if different than applicant):

Munoz Construction

Address: PO Box 265 Gering NE 69341

Phone No.: 308-631-8369

10. Project Construction Schedule (estimated):

Start Date

March 2022

Completion Date

April 2022

* For applications submitted on or prior to July 14, 2021, all work must be completed and receipts must be submitted to the City for reimbursement by September 10, 2021.

*For applications submitted after July 14, 2021, all work must be completed and receipts must be submitted to the City for reimbursement by December 31, 2021.

IF THE APPLICANT FAILS TO GIVE TIMELY REPORTS TO THE CITY OR, IF BASED ON THE APPLICANT'S MONTHLY REPORTS IT APPEARS TO THE CITY THAT THE WORK WILL NOT BE COMPLETED ON TIME, THE CITY MAY, IN ITS SOLE DISCRETION, RESCIND OR REDUCE THE GRANT AWARD.

To be completed by Staff:

of Property C-3

Zoning

Square footage of building _____



PROPOSAL NO. _____
DATE January 19, 2022
ADDRESS OF LOSS _____

TO Gary Schaub Testimonial Trust
DBA Comm Shops of Scottsbluff
202 East Overland
Scottsbluff, NE

We hereby propose to perform the labor necessary for the completion of the following:

[illegible]

All is guaranteed to be specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

ations and conditions are satisfactory and are hereby a

Date: _____

THANK YOU FOR YOUR BUSINESS!

Facade Improvement Program Application

Project Information

1. Applicant Name: Gary Schaub Testimonial Trust DBA Comm
Applicant Address: 1223 3rd Ave Scottsbluff ^{Shops of Scottsbluff}
Telephone No.: 308-225-2145 E-Mail Address: touch of class / imos@yahoo.com
Property Owner (if different than applicant): _____
2. Project Site Address: 1125 1/2 2nd Ave Scottsbluff
3. Is the Project Site Currently Occupied? Yes ☐ No ☒
4. Land Use of Project Site (Circle one):
Restaurant Retail Service
Other (Please specify): _____
5. Nature and Name of Business (if applicable): _____
6. Proposed Project: Describe in detail; attach plans and specifications:
Currently cold storage. Improve exterior
so building can be used as office/business
space

7. List all other funds or assistance the applicant has received from the City in the last 10 years (e.g. other grants, Economic Development Assistance (LB840) loans or grants, Tax Increment Financing)
Type of Assistance: Same as 202 E Overland
Amount: _____
Date: _____

8. Estimated Project Costs:

Exterior Improvements (describe)

\$ 23,450⁵⁰

Other (describe)

Total

\$ 23,450⁵⁰

Grant Funds Requested*

\$ 10,000⁵⁰

*Grant funds requested must not exceed the \$10,000 maximum

*Grant funds requested must not exceed ½ of the cost of exterior improvements

*Bids or estimates from contractors and material estimates must be included at the time of application

9. Person doing work (if different than applicant): Muna Construction

Address: PO Box 265 Gering NE 69341

Phone No.: 308-672-0855

10. Project Construction Schedule (estimated):

Start Date March '22

Completion Date April '22

* For applications submitted on or prior to July 14, 2021, all work must be completed and receipts must be submitted to the City for reimbursement by September 10, 2021.

*For applications submitted after July 14, 2021, all work must be completed and receipts must be submitted to the City for reimbursement by December 31, 2021.

IF THE APPLICANT FAILS TO GIVE TIMELY REPORTS TO THE CITY OR, IF BASED ON THE APPLICANT'S MONTHLY REPORTS IT APPEARS TO THE CITY THAT THE WORK WILL NOT BE COMPLETED ON TIME, THE CITY MAY, IN ITS SOLE DISCRETION, RESCIND OR REDUCE THE GRANT AWARD.

To be completed by Staff:

Zoning of Property C-3

Square footage of building _____



Proposal

Sal Munoz Owner/Operator
P.O. Box 265
Gering, NE 69341
(308) 631-8369
munoz.llc@yahoo.com

PROPOSAL NO.
DATE January 31, 2022
ADDRESS OF LOSS

TO Gary Schaub Testimonial Trust
DBA Comm Shops of Scottsbluff
1125 1/2 2nd Ave
Scottsbluff, NE

We hereby propose to perform the labor necessary for the completion of the following:

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
			\$ -
			\$ -
	Power wash exterior		\$ -
	Paint wall sheet metal		\$ -
	Repair broken windows		\$ -
	Remove & Replace awnings		\$ -
	Install exterior lighting		\$ -
	Install gutters		\$ -
	Install cement sidewalk		\$ -
	Total		\$ 21,450.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
TOTAL			\$ 21,450.00

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature: 

Signature: _____

Date: Jan 31, 2022

THANK YOU FOR YOUR BUSINESS!

Goes to Zack

Façade Improvement Program Application

Project Information

1. Applicant Name: Maren Chaloupka
Applicant Address: 1906 Broadway
Telephone No: (308) 270-5091 E-Mail Address: mlc@chaloupkalaw.net
Property Owner (if different than applicant): _____
2. Project Site Address: 1906 Broadway
3. Is the Project Site Currently Occupied? ☒ Yes ☐ No
4. Land Use of Project Site (Circle one):
Restaurant Retail Service
Other (Please specify): Attorney
5. Nature of Business (if applicable): Chaloupka Law LLC
6. Proposed Project: Describe in detail; attach plans and specifications:
Removal of Awning on front of building
Replace single pane windows with energy efficient
double pane windows
Replace Entry Door
Install energy efficient glass block above awning
7. List all other funds or assistance the applicant has received from the City in the last 10 years (e.g. other grants, Economic Development Assistance (LB840) loans or grants, Tax Increment Financing)
Type of Assistance: _____
Amount: _____
Date: _____

8. Estimated Project Costs:

Exterior Improvements (describe)

\$ 28,705.00

Other (describe)

Total

\$ _____

Grant Funds Requested*

\$ 10,000.00

*Grant funds requested must not exceed the \$10,000 maximum

*Grant funds requested must not exceed 1/2 of the cost of exterior improvements

*Bids or estimates from contractors and material estimates must be included at the time of application

9. Person doing work (if different than applicant):

Applicant Consolidated Services
Thompson Glass 1-31-22

Address: _____

Phone No.: _____

10. Project Construction Schedule (estimated):

Start Date

March, 2022

Completion Date

March, 2022

***ALL WORK MUST BE COMPLETED AND RECEIPTS SUBMITTED TO THE CITY NO LATER THAN SEPTEMBER 10, 2021. IF THE APPLICANT FAILS TO GIVE TIMELY REPORTS TO THE CITY OR, IF BASED ON THE APPLICANT'S MONTHLY REPORTS IT APPEARS TO THE CITY THAT THE WORK WILL NOT BE COMPLETED ON TIME, THE CITY MAY, IN ITS SOLE DISCRETION, RESCIND OR REDUCE THE GRANT AWARD.**

To be completed by Staff:

Zoning of Property C-1

Square footage of building _____

Consolidated Services, Inc.

1224 Broadway
Scottsbluff, NE 69361

Estimate

Date	Estimate #
1/12/2022	278

Name / Address
Riley Platt Chaloupka Law

Description		Total
<p>RE: Canopy Removal -- 1906 Broadway Scottsbluff, NE</p> <p>Remove existing 24'x8' metal canopy including metal angle iron support, chain supports and brackets. Safety cones and barricade tape sidewalk area use of temporary T supports for safety. Remove by section load in trailer and dispose.</p> <p>Labor and Materials Dump Fee and Trailer Usage</p> <p>(Building Permit if necessary will be billed by invoice and not included in this estimate)</p> <p>Note: Assessment of Masonry following removal to determine method and extend of masonry tucpointing to be determined.</p>		<p>2,016.00 320.00</p>
		<p>Subtotal \$2,336.00</p>
		<p>Sales Tax (7.0%) \$0.00</p>
		<p>Total \$2,336.00</p>

Phone #
(308) 632-7466

Signature _____

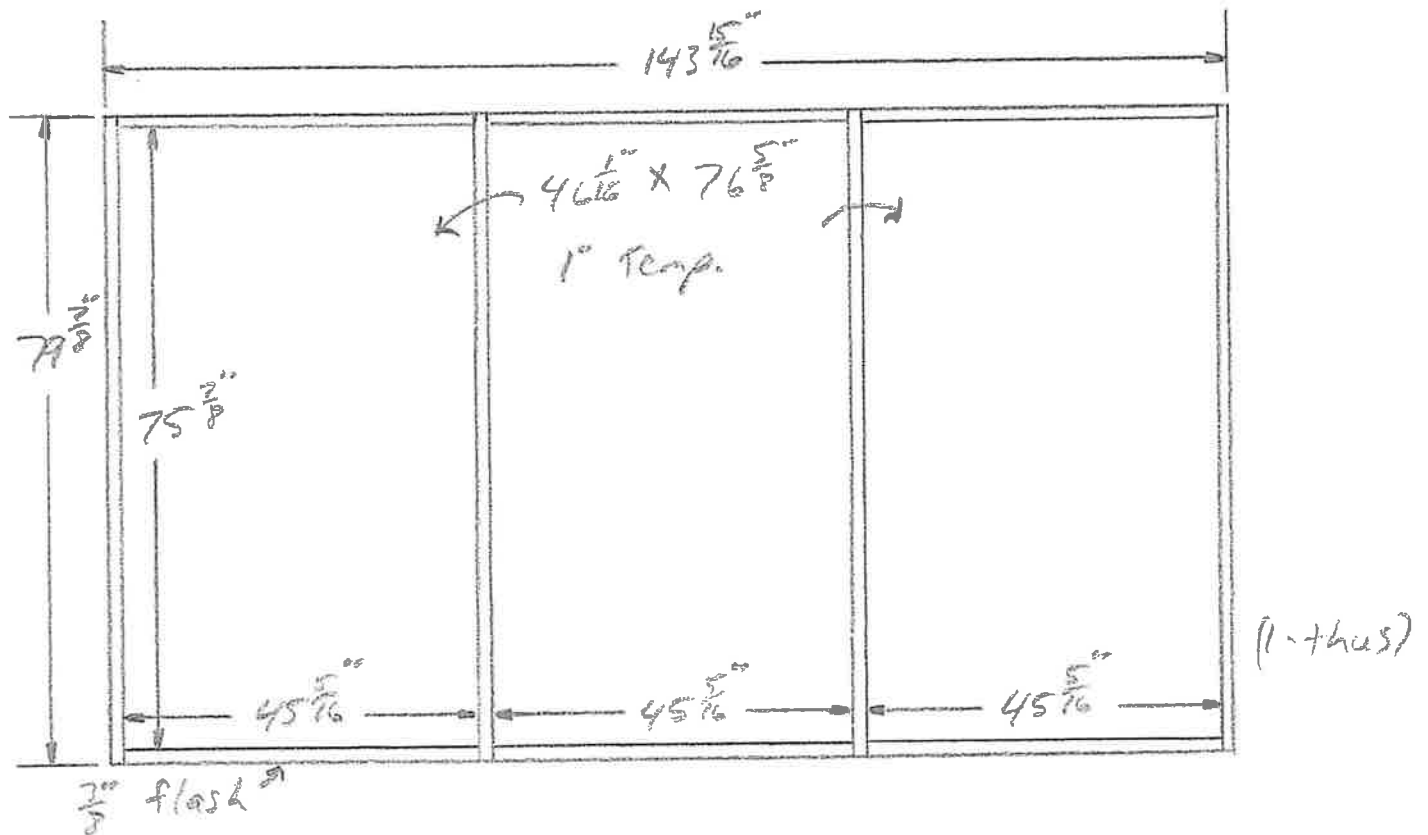
R.O. = $144\frac{1}{2}'' \times 80\frac{1}{2}''$

Chaloupka Lane

(Judy)

Actual Size

Left of door



1. Framing to be Kawneer "451" T, $2'' \times 4\frac{1}{2}''$ (dark bronze).
2. Glass to be 1" insulated S.D.-60 (clear) tempered.

12-13-21

Scale: $\frac{1}{2}'' = 1'-0''$ Greg T.

(Judy)

Hand-drawn technical drawing of a three-panel window frame. The overall width is $140\frac{1}{2}"$ and the overall height is $81\frac{1}{4}"$. The frame consists of three vertical panels separated by two muntins. The left panel has a width of $48\frac{3}{4}"$ and a height of $77\frac{1}{4}"$. The middle panel has a width of $36"$ and a height of $84"$. The right panel has a width of $48\frac{1}{4}"$ and a height of $76\frac{3}{4}"$. The muntins are $2\frac{1}{8}"$ wide. The frame has a $\frac{3}{8}"$ flash. The text "(1-thous)" is written at the bottom right.

1. Door to be Kawneer "190" L.H., $1\frac{1}{2}$ op, m/s lock, "450" tran. fr. (dark bronze).
2. Glass to be 1" insulated S.B.-60 (clear) tempered.
3. ~~Or~~ closer (bronze).

Scale: $\frac{1}{2}'' = 1'-0''$ Greg T.

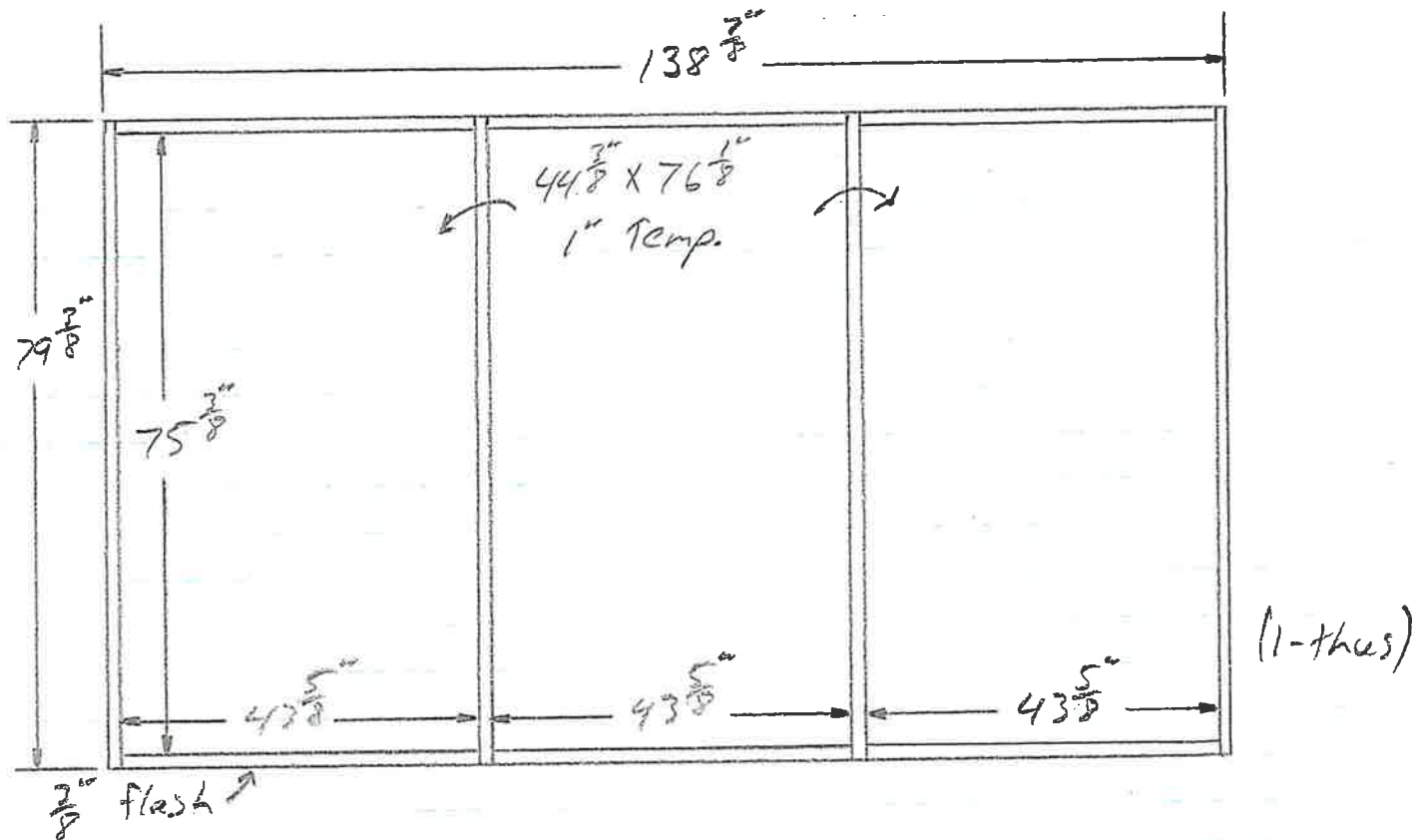
R.O. = 139 $\frac{1}{2}$ " x 80"

Chaloupka Law

(Judy)

Actual Size

Right of door



1. Framing to be Kawneer "451" T, 2" x 4 $\frac{1}{2}$ " (dark bronze).
2. Glass to be 1" insulated S.B.-60 (clear) tempered.

12-13-21

Scale: $\frac{1}{2}$ " = 1'-0" Greg T.

1702 Ave B
Scottsbluff, NE 69361
Phone: 308-635-3350

Thompson Glass

quote

To:	Judy Chaloupka	From:	Greg Thompson
Job:	Chaloupka Law	Pages:	4
Subject:	2 windows, 1 door with side lites	Date	12-14-21
<hr/>			
<input type="checkbox"/> Urgent <input checked="" type="checkbox"/> For Review <input type="checkbox"/> Please Comment <input type="checkbox"/> Please Reply <input type="checkbox"/> Please Recycle			

We propose to deliver and install two windows, one 3' x 7' door with side lites complete as per Judy.

Door to be Kawneer "190" L.H., 1-1/2" o/p, m/s lock, "450" O.B. transom frame (dark bronze).

Framing to be Kawneer "451" T, 2" x 4-1/2" (dark bronze).

Glass to be 1" insulated S.B.-60 (clear) tempered.

Installed \$16,600.00 + tax

Sales tax not included

Tear out included

No final cleaning

Bid for 60 days

Thanks, Greg T.

Façade Improvement Program Application

Project Information

1. Applicant Name: Kersch
Applicant Address: 1721 Broadway
Telephone No.: 641-8068 E-Mail Address: kerrie.werschoff.com
Property Owner (if different than applicant): _____
2. Project Site Address: 1721 Broadway
3. Is the Project Site Currently Occupied? Yes No
4. Land Use of Project Site (Circle one):
Restaurant Retail Service
Other (Please specify): Mixed use: Restaurant, Office, residential
5. Nature and Name of Business (if applicable): See above
6. Proposed Project: Describe in detail; attach plans and specifications:
The project will include constructing a concrete, fenced
cafe patio with the dimensions of 50' x 18'. In addition,
uplighting will be installed to highlight the historic
facade of the building on both Broadway and 13^{1/2} Street.

7. List all other funds or assistance the applicant has received from the City in the last 10 years (e.g. other grants, Economic Development Assistance (LB840) loans or grants, Tax Increment Financing)
Type of Assistance: TIF
Amount: \$ 954,810⁰⁰
Date: 12/7/21

8. Estimated Project Costs:

Exterior Improvements (describe) \$ 21,150
Concrete patio, fencing, Building facade lighting
Other (describe)
Redevelop Existing Structure
Total \$ 1,400,000
Grant Funds Requested* \$ 10,000

*Grant funds requested must not exceed the \$10,000 maximum

*Grant funds requested must not exceed 1/2 of the cost of exterior improvements

*Bids or estimates from contractors and material estimates must be included at the time of application

9. Person doing work (if different than applicant): Infinity Construction
Address: P.O. Box 2453, Scottsbluff NE
Phone No.: (308) 631-6216

10. Project Construction Schedule (estimated):

Start Date ASAP
Completion Date 6/1/22

* For applications submitted on or prior to July 14, 2021, all work must be completed and receipts must be submitted to the City for reimbursement by September 10, 2021.

*For applications submitted after July 14, 2021, all work must be completed and receipts must be submitted to the City for reimbursement by December 31, 2021.

IF THE APPLICANT FAILS TO GIVE TIMELY REPORTS TO THE CITY OR, IF BASED ON THE APPLICANT'S MONTHLY REPORTS IT APPEARS TO THE CITY THAT THE WORK WILL NOT BE COMPLETED ON TIME, THE CITY MAY, IN ITS SOLE DISCRETION, RESCIND OR REDUCE THE GRANT AWARD.

To be completed by Staff:

Zoning of Property C-1

Square footage of building _____



Proposal

Date	Proposal #
1/28/2022	22352

The Power House Building
818 S Beltline Hwy East
Scottsbluff, NE 69361

Infinity Construction, Inc
P.O. Box 2453
Scottsbluff, NE 69363-2453

P.O. No.	Terms		
Description	Qty	Rate	Amount
At 1721 Broadway, Scottsbluff, NE. Construct new 18'x50' Concrete Patio, with perimeter Fenced area, Northwest Side of building. Fence will be Rod Iron design, approximately 4 feet tall. Materials costs for concrete and fencing equal, \$7,625.00 and Labor & Equipment cost \$7,275.00	1	14,900.00	14,900.00
Dynatech, Electrical Sub Contractor, Building Exterior Lighting, North and West wall lines. Nine Up/Down lighting Sconces. Materials cost, \$3250.00 Labor costs, \$3,000.00	1	6,250.00	6,250.00
Sales Tax		7.00%	0.00
Total			\$21,150.00

Façade Improvement Program Application

Project Information

1. Applicant Name: Champion Realty LLC
Applicant Address: 1904 1st Ave, Scottsbluff, NE 69361
Telephone No.: 308-633-4663 E-Mail Address: jerri.allen@championrealtyllc.net
Property Owner (if different than applicant): Dead Wood Investments, LLC

2. Project Site Address: 1904 1st Ave, Scottsbluff, NE 69361

3. Is the Project Site Currently Occupied? Yes No

4. Land Use of Project Site (Circle one):

Restaurant

Retail

Service

Other (Please specify): Real Estate Brokerage

5. Nature and Name of Business (if applicable): Champion Realty

6. Proposed Project: Describe in detail; attach plans and specifications:

Replace current signage on east side of building with lighted signage
and install new LED lighting and cameras at east and west entrances of the building
for security and safety purposes as 1st Avenue is poorly lit

7. List all other funds or assistance the applicant has received from the City in the last 10 years (e.g. other grants, Economic Development Assistance (LB840) loans or grants, Tax Increment Financing)

Type of Assistance: N/A

Amount: _____

Date: _____

8. Estimated Project Costs:

Exterior Improvements (describe) \$ 8,196.84

Other (describe)

Total \$ 8,196.84

Grant Funds Requested* \$ 4,098.42

*Grant funds requested must not exceed the \$10,000 maximum

*Grant funds requested must not exceed ½ of the cost of exterior improvements

*Bids or estimates from contractors and material estimates must be included at the time of application

9. Person doing work (if different than applicant): Ferguson Signs/Monument Home Solutions

Address: 180652 Hwy 26, Scottsbluff / 1909 Ave L, Scottsbluff

Phone No.: 308-632-8414 / 308-641-8726

10. Project Construction Schedule (estimated):

Start Date 4/1/22

Completion Date TBD

*** For applications submitted on or prior to July 14, 2021, all work must be completed and receipts must be submitted to the City for reimbursement by September 10, 2021.**

***For applications submitted after July 14, 2021, all work must be completed and receipts must be submitted to the City for reimbursement by December 31, 2021.**

IF THE APPLICANT FAILS TO GIVE TIMELY REPORTS TO THE CITY OR, IF BASED ON THE APPLICANT'S MONTHLY REPORTS IT APPEARS TO THE CITY THAT THE WORK WILL NOT BE COMPLETED ON TIME, THE CITY MAY, IN ITS SOLE DISCRETION, RESCIND OR REDUCE THE GRANT AWARD.

To be completed by Staff:

Zoning of Property C-1

Square footage of building _____

CHAMPION REALTY
NEW SIGNAGE



180652 Hwy. 26 Scottsbluff, NE 69361
308-632-8414 Phone
308-632-6117 Fax
Federal ID #47-0766191

February 7, 2022

CHAMPION REALTY
1904 1ST Avenue
Scottsbluff, NE

Dear Trista,

Ferguson Signs, Inc. is pleased to offer the following quote to provide new signage for Champion Realty in Scottsbluff, NE.

WALL SIGN:

Single faced cabinet 32"T x 174"L x 6.5"D, satin black with LED lighting. Customers Info and logo to be designed, approved and applied to face before installation. **5,354.00**

Labor to remove existing signage on 1st Avenue side of building. Labor to mount new signage. Pricing includes permitting if needed. Does not include touch-up painting that may be needed after removal of old signage, or electrical. **\$615.00**

TOTAL..... \$5,969.00

NOTES: -Once bid is approved, a 1/2 down payment is required; the Balance is due upon completion.
-Price does not Include State/Local Taxes and would be extra.

Please feel free to call with any questions. Your business is very highly appreciated.

Sincerely,

John Goodman

If the bid is approved, please sign below for acceptance of bid and return by email.

Name and Title of Representative

Date

MONUMENT HOME SOLUTIONS

1909 AVENUE L
SCOTTSBLUFF, NE 69361

Estimate

Date	Estimate #
2/2/2022	501

Name / Address
CHAMPION REALTY 1904 1ST AVE SCOTTSBLUFF, NE 69361

Project

Description	Qty	Rate	Total
install camera at front and back entrance replace light bulbs in outside porch lights to leds,wire new lighted wall signs			
led light bulbs,2 exterior nest cameraswith cords,12-2 mc cable,j-boxes,outlets,covers,weather proof boxes,photo eyes,1/2 emt,1/2 rain tight connectors,exterior covers,etc..		1,147.51	1,147.51T
labor		900.00	900.00
Plans and Permits		100.00	100.00
Sales Tax		7.00%	80.33
thank you for the opportunity to bid your project!!!		Total	\$2,227.84

Façade Improvement Program Application

Project Information

1. Applicant Name: Brian Hafeman
Applicant Address: 260095 C R T Gering
Telephone No.: 308-672-1308 E-Mail Address: brianhafeman@yahoo.com
Property Owner (if different than applicant): _____

2. Project Site Address: 30 E 16th St

3. Is the Project Site Currently Occupied? ☒ Yes ☐ No

4. Land Use of Project Site (Circle one):
Restaurant Retail Service
Other (Please specify): _____

5. Nature and Name of Business (if applicable): Hafeman Investments, LLC
Real Estate Sales

6. Proposed Project: Describe in detail; attach plans and specifications:
Remove brick from front of building and replace
with new windows and doors.
Scrape and paint 2nd story exterior window trim.

7. List all other funds or assistance the applicant has received from the City in the last 10 years (e.g. other grants, Economic Development Assistance (LB840) loans or grants, Tax Increment Financing)
Type of Assistance: NA
Amount: _____
Date: _____

8. Estimated Project Costs:

Exterior Improvements (describe)	\$ <u>21,750.00</u>
Install doors & Windows - \$16,750	
Demo & Paint - \$ 5,000	
Other (describe)	
Total	\$ <u>21,750.00</u>
Grant Funds Requested*	\$ <u>10,000.00</u>

*Grant funds requested must not exceed the \$10,000 maximum

*Grant funds requested must not exceed 1/2 of the cost of exterior improvements

*Bids or estimates from contractors and material estimates must be included at the time of application

9. Person doing work (if different than applicant): Thompson Glass Inc.
Address: 1702 Ave B Scottsbluff
Phone No.: 308-635-3350

10. Project Construction Schedule (estimated):

Start Date	<u>4/1/22</u>
Completion Date	<u>5/1/22</u>

* For applications submitted on or prior to July 14, 2021, all work must be completed and receipts must be submitted to the City for reimbursement by September 10, 2021.

*For applications submitted after July 14, 2021, all work must be completed and receipts must be submitted to the City for reimbursement by December 31, 2021.

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To be completed by Staff:

Zoning of Property C-1

Square footage of building _____

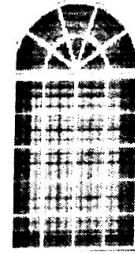
Thompson Glass Inc.

1702 Ave B

Scottsbluff, NE 69361

Phone: 308-635-3350

Fax: 308-638-8111



Date: 2-10-22

Prepared by: Dee Thompson

PROPOSAL

Customer/Contractor: Hafeman Investments, LLC.

Contact: Brian Hafeman 308-672-1308

Job: Office Remodel

We propose to furnish and install 6'-0" X 7'-0" pair of doors and storefront on north elevation of building at 30 east 16th street Scottsbluff as per Brian.

Doors to be Kawneer, 190, with standard hardware color to be picked by owner.

Framing to be Kawneer, 451T, color to be picked by owner.

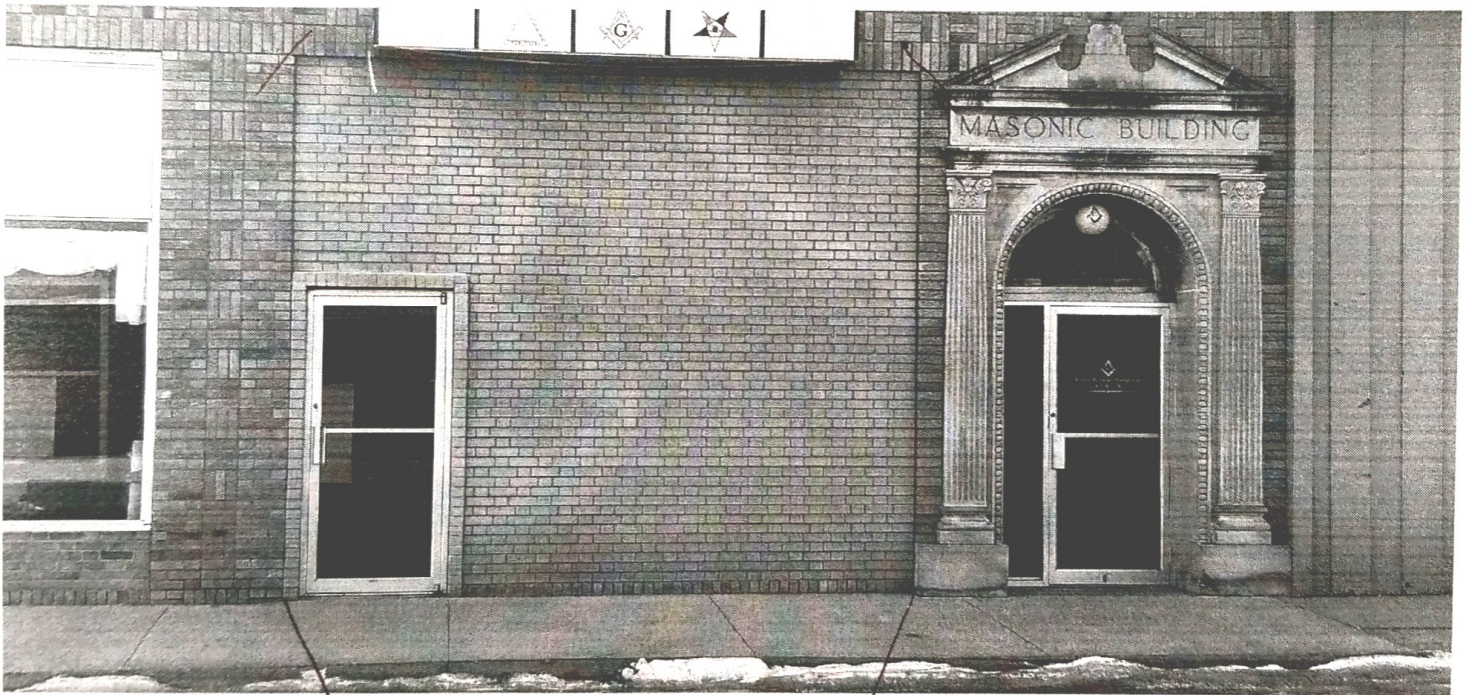
Glass to be 1" tempered SB60 Bronze/ Clear.

Total = \$16,750.00 tax included.

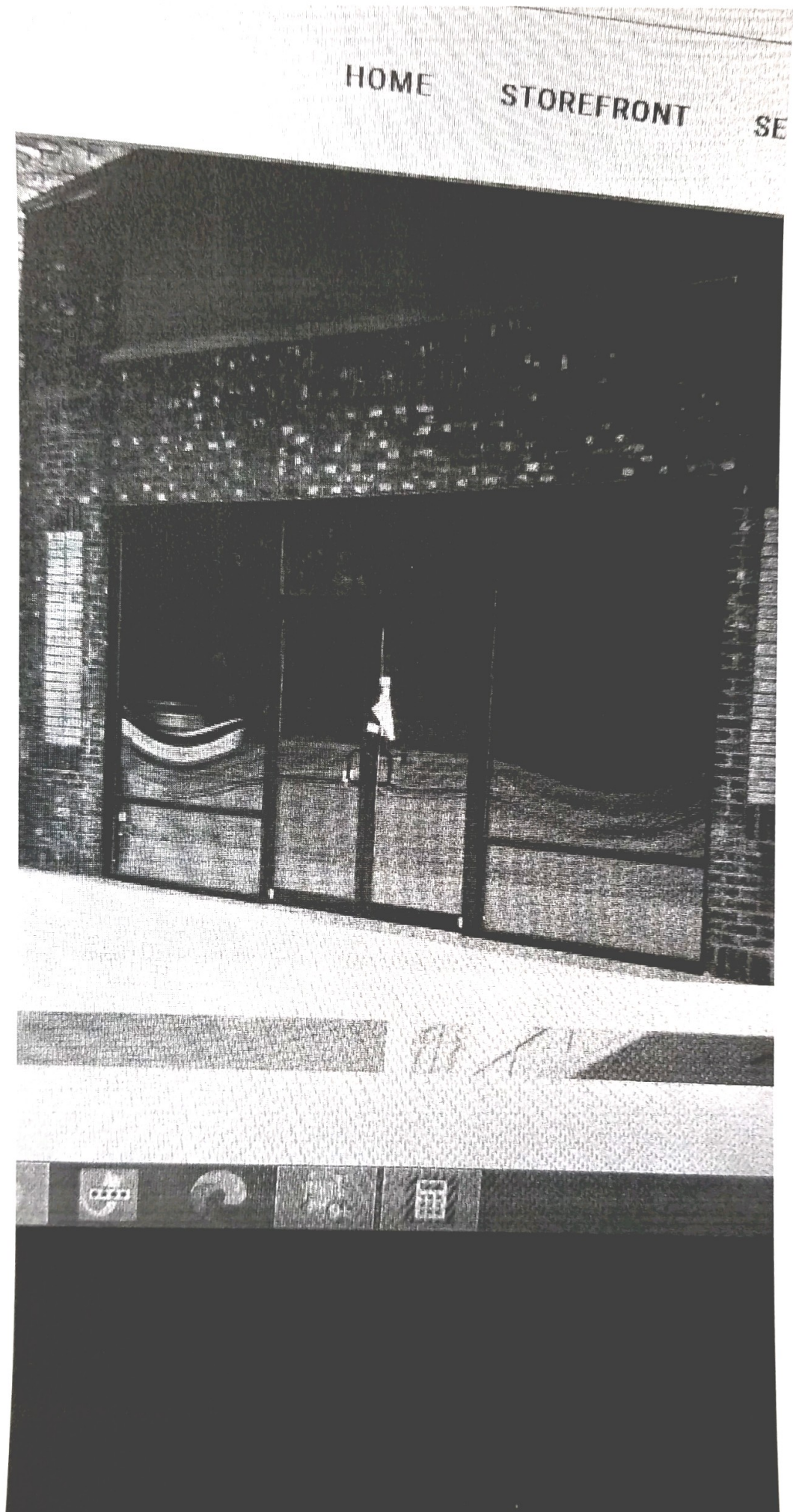
Not included: Demo, Patch work, security, electrical, ect.

No final cleaning

Bid good for 60 days.



Remove brick & Install
doors & windows



Scrape & paint window + trim - 16th St



Scrape & Paint window trim - 1st Ave



Facade Improvement Program Application

Project Information:

1. Applicant name: Sterling Huff / Sterling Huff, Attorney at Law, PC LLO
Applicant address: 20 E 16th St, Scottsbluff, NE 69361
Telephone number: 308-635-4900 (office). 308-631-8932 (cell)
E-mail address: sterlinghuff@hotmail.com
2. Project Site Address: 20 E 16th St, Scottsbluff, NE 69361
3. Is the Project Site Currently Occupied? Yes. Since 2001. Continuously since 2006.
4. Land Use of Project Site

Other: Law Office. Sterling T. Huff, Attorney at Law, PC LLO
5. Nature and Name of Business (if applicable)
Law Office. Sterling T. Huff, Attorney at Law, PC LLO
6. Proposed Project: Describe in detail. Attach Plans and Specifications:

Phase I: New Door and Window.
Remove existing door and Window. Install new antique / patinated door and window. Door estimate (w/o labor) \$3,204.00. Window estimate (w/o labor) \$625.95.

Phase II: Removal of current upper facade of building (cedar shakes). Inspect and repair substructure as needed. Install new antique / patinated upper facade;

Phase III: Heated sidewalk: Remove existing concrete sidewalk. Level and pack substrate. Install vapor barrier. Install 3" poly styrene insulation. Install radiant heat tubing. Install perimeter expansion. Pour new concrete. Run trunk lines into building for propylene glycol / heating source and pump.

Phase IV: Removal of current facade of face of building to access framing. Spray foam insulation of framing (for better heating and cooling efficiency). Installation of new antique / patinated facade
7. List all other funds or assistance the application has received from the City in the last 10 years (e.g. other grants, Economic Development Assistance (LB840) loans or grants, Tax Increment Financing).
None.

8. Estimated Project costs:
- | | |
|-----------------------------------|--------------------|
| Exterior Improvements (described) | \$26,986.60 |
| Other (describe) | \$ |
| Total | \$ |
| Grant funds requested: | \$10,000.00 |

- * Grant funds requested must not exceed the \$10,000.00 maximum:
- * Grand funds requested must not exceed ½ of the cost of exterior improvements
- * Bids or estimates from contractors and material estimates must be included at the time of application

9. Person doing work (if different than applicant):
John Keller. Blue Ox Construction
Address: 1165 10th St, Gering, NE 69341
Phone number: 308-641-9077

10. Project Construction Schedule (estimated)
Start Date: Summer 2022
Completion Date: Fall 2022

11. **History of the building**

The building is next door to the former Woodshed (now the Pineapple). In the days of the Hiram Scott college (1965-1972), this building was the bar and dance floor part of what became the Woodshed (from what I am told).

The office has been remodeled inside in several phases over the previous six years. In our remodeling however we have endeavored to patina the inside of the building to make it look older.

In the first Phase walls were removed and three new sets of ‘patinated’ french doors were installed in two offices and the conference room. Main floor carpet was removed and original wood flooring in the building was restored. An office wall was removed and a break area was created (new cabinets, counter, sink, microwave refrigerator etc). Walls were painted and ‘patinated’ corrugated metal was installed seven feet up each wall in a wainscoting fashion (that was removed from the roof of an old farm building).

In the second Phase (this year) a wall in the front was removed, the dropped ceiling in the front was removed, the original tin ceiling restored, and new ‘patinated’ chandeliers were installed along with LED can lighting and track lighting.

In the third Phase (starting in about two weeks) the carpet in the loft is being removed and ‘patinated’ wood flooring installed to match the main floor. The loft is being expanded into a

third work station for a new part time employee. Once completed we will have one full time attorney, one full time legal assistant / bookkeeper, one full time paralegal, and one new part time legal assistant.

The Facade Improvement Grant is sought to work on the front of the building facing 16th Street. We are trying to maintain the history of the building while improving the Scottsbluff business district.

Please do not hesitate to contact me if you have any questions or comments.

DATED: February 10, 2022.

Best regards,


Sterling Huff

To be completed by staff:

Zoning of Property: C-1

Square footage of Building:

Quote # Façade Remodel

Date 2/10/2022

Sterling Huff, Attorney at Law

20 E 16th Street

Scottsbluff NE 69361

• **SCOPE OF WORK:**

• **Concrete Sidewalk and Pex Runs - \$5611.00**

Remove existing concrete sidewalk, approx. 8'x25'. Remove existing concrete approach at door, approx. 4'x4'. Prep and compact sub soil. Install 2" high density foam board to grade. Install pex ground loops and feed into building's crawl space. Install 4" concrete and broom finish. Install pex runs through crawlspace to utility room.

• **Window and Door - \$5412.00**

Remove existing window and dispose of. Install new window unit. Remove existing entry door and dispose of. Install new fiberglass glass paneled door.

• **Roofing and Siding - \$11,385.00**

Remove existing siding, window and door trim and roofing materials. Dispose of all debris. Spray foam all voids in wall and insulate to code. Install new vapor barrier. Install new ¾ sheathing to exterior of building. Install new steel roofing and soffit with trims. Install new steel corrugated siding to exterior. Install new window and door trims.

• **Frost Proof Valve - \$748.00**

Install new frost proof valve at front of building.

Price includes all labor and material to complete

• **PAYMENT AGREEMENT:**

50% due at start of project

50% due upon completion

• **FINAL BID:**

\$23,156.00

Estimator _____ DATE _____

Project Owner _____ DATE _____

ON-TIME • FRIENDLY • RELIABLE SERVICE



TAX: 001 ST#1 NEBRASKA/GERING

ESTIMATE: 652864

LINE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	LOCATION	UNITS	PRICE/	PER	EXTENSION
1		1	EA	VWDO	40" X 65.5" DHUNG WINDOW		1	585.00	/EA	585.00 *
2					GERKIN---WHITE/WHITE---LOW E 386					
3					GLASS---COLONIAL GRILL PATTERN					

TAXABLE	585.00
NON-TAXABLE	0.00
SUBTOTAL	585.00

TAX AMOUNT	40.95
TOTAL	625.95

TOT WT: 0.00

X

Received By

Delivery beyond city curb is for customer accommodation and at his risk.

**ALL PAST DUE BALANCES ARE SUBJECT TO A SERVICE CHARGE.
ACCOUNTS ARE DUE "NET" UPON RECEIPT OF STATEMENT.**



JOHNSON CASHWAY LUMBER
P.O. BOX 455 1960 DEPOT STREET
GERING NE 69341
jcashway.com
PHONE: (308) 436-2171

PAGE NO 1



BUILDING AND DESIGN CENTER

LIKE US ON FACEBOOK

CUST NO: 4095 JOB NO: 000 PURCHASE ORDER:

REFERENCE:

TERMS: NET 10TH

CLERK: ANDY

DATE / TIME: 2/10/22 10:09

SOLD TO:
STERLING HUFF
20 EAST 16TH STREET

SHIP TO:

EXPT DATE: 12/27/21

TERMINAL: 561
ORDER: 651908

SCOTTSBLUFF NE 69361

TAX: 001 ST#1 NEBRASKA/GERING

SPEC ORDER: 651908

LINE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	LOCATION	UNITS	PRICE/ PER	EXTENSION
1		1	EA	EXTD	3/0X6/8 22 15LSDL KNTY ALDR FG		1	2995.00 /EA	2,995.00 *
2					TEXT 8LR GLASS STONEHEDGE GRAY				
3					STAIN				

TAXABLE 2995.00
 NON-TAXABLE 0.00
 SUBTOTAL 2995.00

DEPOSIT AMT 0.00
 BALANCE DUE 3204.65

TAX AMOUNT 209.65

TOTAL	3204.65
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TOT WT: 0.00

X

Received By

**Delivery beyond city curb is for customer
 accommodation and at his risk.**

**ALL PAST DUE BALANCES ARE SUBJECT TO A SERVICE CHARGE.
 ACCOUNTS ARE DUE "NET" UPON RECEIPT OF STATEMENT.**

City of Scottsbluff, Nebraska
Wednesday, February 16, 2022
Regular Meeting

Item 1

(informational only):

Staff Contact: Zachary Glaubius, Planning Administrator

City of Scottsbluff, Nebraska
Wednesday, February 16, 2022
Regular Meeting

Item 1

(informational only):

Staff Contact: Zachary Glaubius, Planning Administrator

City of Scottsbluff, Nebraska

Wednesday, February 16, 2022

Regular Meeting

Item 1

**Following passage of a motion to enter into executive session,
presiding officer must state purpose of executive session.**

Staff Contact:

City of Scottsbluff, Nebraska
Wednesday, February 16, 2022
Regular Meeting

Item 1

(informational only):

Staff Contact: