City of Scottsbluff, Nebraska Monday, April 17, 2023 Regular Meeting

Item Subdiv.1

Council to discuss and consider action on the License Agreement with Sterling Huff, Attorney at Law, PC, LLO at 20 E. 16th Street and authorize the Mayor to sign the Agreement.

Staff Contact: Zachary Glaubius, Planning Administrator

Agenda Statement

Item No.

For Meeting of: 4-17-23

AGENDA TITLE: Council to discuss and consider action the license agreement with Sterling Huff, Attorney at Law, PC, LLO at 20 E. 16th Street and authorize the Mayor to sign the agreement.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services

PRESENTATION BY: Zachary Glaubius, Development Services Director

SUMMARY EXPLANATION: Sterling Huff submitted an application for a sidewalk improvement regarding installing a balcony over the sidewalk in public right-of-way in front of 20 E. 16th Street. Staff has reviewed the permit and structural plans which meet the requirements of 20-6-1. As per 20-6-1, a license agreement for use of the right-of-way must be approved by City Council.

The Community Redevelopment Authority approved a façade improvement grant for the project which is conditional upon approval of this license agreement.

BOARD/COMM Does this item Are funds budg	ISSION/STAFF RE require the expend jeted?	COMMENDATION diture of funds?	l: yes yes	no no
If no, comment Estimated Amo Amount Budge Department Account Descri	s: ount ted iption			
Approval of fur	nds available			
		City Finance Di	rector	
Resolution \Box	Ordinance□	Contract	Minutes 🗆	Plan/Map □
Other (specify)	Application, Supp	lemental Materials	, and License Agreem	ient.
NOTIFICATION Please list name	LIST: Yes D No	Further Instruction Equired for notification	ctions □ ion.	
APPROVAL FO	R SUBMITTAL:			
		City Man	ager	
Rev: 12/14/ City Cl	erk			

LICENSE AGREEMENT

This License Agreement ("Agreement") is made by and between the City of Scottsbluff, Nebraska, a Municipal Corporation, hereinafter referred to as "Licensor", and Sterling Huff, Attorney at Law, PC, LLO, hereinafter referred to as "Licensee".

1. <u>Purpose</u>. The purpose of this Agreement is to set forth the terms and conditions under which the Licensee may construct, maintain, repair, and utilize the following described improvement which will infringe upon real estate owned by the Licensor:

To install a deck / awning elevated above the sidewalk in a sidewalk type café design. Three support posts near the street and three support posts near the structure ("Improvement"). Licensee must maintain five feet of access for pedestrian walkway from any obstruction, such as posts, tree grades, or flange plates. An 8' vertical clearance above the walkway must be maintained. This Agreement shall pertain to only the area in front (North) of the property at 20 East 16th Street, Scottsbluff, Nebraska 69361.

2. Grant of License and <u>Description of Real Estate</u>. Licensor now grants a license to Licensee to occupy, subject to all of the terms and conditions of this Agreement to property described below. The Licensee owns the following described real estate adjacent to Licensor's real estate to which this Agreement shall apply:

The West 25 feet of the East 75 feet, EXCEPT the South 16 feet of Lots 1 and 2, Block 10, Original Town to the City of Scottsbluff, Scotts Bluff County, Nebraska. ("Licensed Property")

Otherwise known as 20 East 16th Street, Scottsbluff, Nebraska 69361.

3. <u>Limitation to Described Purpose</u>:

The Licensed Property constitutes a right-of-way owned by the Licensor. Licensee agrees to use the Licensed Property solely for the Improvement and purpose described ("licensee use"). Licensor grants Licensee the right to use the Licensed Property for use licensee uses so long as Licensee does not obstruct or impede Licensor's use of the right-of-way.

4. Duties and Risks. It is understood and agreed that the Licensee may construct, maintain, repair, and utilize the above described Improvement at the Licensee's sole risk. The Licensee agrees to insure against all loss or damage resulting from the Improvement. The Licensee hereby waives any claim for damages against the Licensor, its officers, employees, agents, and independent contractors, for any damage or injury that might result to or from said Improvement. If the Licensor, in its sole discretion, determines that any part or all of the Improvement must be removed or is damaged by any means, including by the Licensor, its employees, agents or independent contractors working for Licensor during the course of their employment or duties with the Licensor, Licensee agrees to assume and pay all costs relating to the replacement or repair of the Improvement. The Licensee agrees to indemnify and hold the Licensor harmless from and against all claims arising out of the licensee uses or occupancy allowed under this Agreement. In the event Licensor is required to remove the Improvement within its right-of-way, it may do so and Licensee will assume the full risk of replacing or repairing the Improvement. Licensee agrees to maintain the area utilized for licensee uses as well as the Improvement and to repair any damage to the Licensed Property. Licensee agrees to use the Licensed Property in a reasonable manner and in such a way that it will not become a nuisance.

5. <u>Existing Utilities</u>. The Licensee is responsible for locating and coordinating original construction and future maintenance work on the described Improvement. No excavation work will be permitted in the area of underground utility facilities until all such facilities have been located and identified to the satisfaction of all parties. The excavation must be done with care in order to avoid any possibility of damage to the utility facility. The Licensee shall be responsible for any and all damage.

6. <u>Restoration of Property</u>. If the construction or maintenance of the Improvement identified in paragraph 1 above requires the excavation of earth, removal of hard surfacing, grass, vegetation, landscaping, or any other disruption of the service of the public right-of-way or neighboring property, the Licensee shall restore the surface of the area to the same condition as it existed immediately prior to the Licensee's work in the Licensed Property and to obtain the Licensor's permission, as well as any and all permits to work in the Licensed Property.

7. <u>Notices</u>:

Any Notices provided for or concerning this Agreement shall be in writing and shall be sufficiently given when sent by Untied States first Class Postal Service Delivery to the addresses of the parties listed below:

Licensor:	Licensee:
City of Scottsbluff	Sterling Huff
2525 Circle Drive	20 East 16 th Street
Scottsbluff, NE 69361	Scottsbluff, NE 69361
C/O City Clerk	

8. <u>Effective</u>. This License Agreement shall take effect on the date it is executed by the Mayor of the City of Scottsbluff as dated below. It shall continue for an indefinite term or until such time as it is terminated as provided hereinafter.

9. <u>Termination</u>. This Agreement shall terminate upon one or more of the following occurrences:

- (a) The service of written notice of intention to terminate by Licensee and the removal of any improvements infringing upon the Licensors lands or right-of-way.
- (b) The Licensee's application for a permit to occupy right-of-way, has expired.
- (c) The Licensee's construction or installation of any structure and improvement of any nature upon the real estate owned by the Licensor except that described in paragraph 1 above, or the Licensee's failure to apply for and obtain a permit to alter or make improvement to its property.
- (d) The Licensor may revoke this Agreement at any time.

(e) Should the Licensee or licensee uses obstruct or impeded the Licensor's use of the Licensed Property or its right-of-way in any way this Agreement

may be terminated by written notice to Licensee and shall not have the right to rebuild or put the Licensed Property to any other uses the licensee uses.

(f) Upon the termination of this Agreement, the Licensee shall be required, and hereby agrees, to remove any improvements or fixtures from the Licensor=s real estate at its own expense and without cost to the Licensor. Said removal shall occur no later than thirty (30) days after receipt of the notice of intention to terminate or of any occurrences set forth in this paragraph. Should the Licensee fail to do so, the Licensor may remove or cause the removal of any improvements or fixtures from the Licensor's real estate and the Licensee agrees to reimburse the Licensor for all of its costs.

10. <u>Assigns</u>. The rights or each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation or other entity. The right to occupy the Licensed Property may be terminated at any time by the Licensor. Any of Licensee's heirs or assigns shall not have the right to rely on licensee uses set forth in this Agreement upon the Licensed Property.

11. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the parties notwithstanding any oral or written agreements to the contrary. This License Agreement shall be amended only in writing and executed by all parties.

12. <u>Law</u>. This Agreement shall be construed in accordance with the laws of the State of Nebraska and the City of Scottsbluff, Nebraska.

Dated:_____

CITY OF SCOTTSBLUFF, a Municipal Corporation, Licensor,

Mayor

By

Attest:

Licensee, Sterling T. Huff, Attorney at Law, PC, LLO by Sterling T. Huff

City Clerk

State of Nebraska, Scotts Bluff County:

This License Agreement was acknowledged before me on April _____, 2023, by Jeanne McKerrigan, Mayor of the City of Scottsbluff, Nebraska, Licensor.

Notary Public

State of Nebraska, Scotts Bluff County:

This License Agreement was acknowledged before me on April 3, 2023, by Sterling T. Huff, Attorney at Law, PC, LLO by Sterling T. Huff, Licensee.



M. Ylewers Notary Public

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\pplication for Permit to Obstruct Sidewalk Public Right-Of-Way—City of Scottsbluff, Nebraska	ay's Date: 03/03/2023 2. Address of Proposed Work: 20 E. 16th Street erty Owner's Name: Sterling T. Huff Phone #: 308-635-4900	application is for permit to Obstruct Sidewalk R-O-W (<i>Check all that apply</i>) ewalk Display—including planters & park benches lisplays must allow a clear sidewalk with not less than five (5) feet for pedestrians between the sidewalk display ther impediment near the curb side of the sidewalk. lisplays, whether in one or more parts, shall be limited to a total length of not greater than ten (10) feet and a siquare footage of not greater than thirty (30) square feet, for any single store front. No part of any display may d a total height of 48 inches.	Idoucin board sign Aust be located within the 3 foot width of sidewalk immediately adjacent to the store front of which the sign tises and must allow a clear sidewalk width of not less than 5 feet for pedestrians between the Sandwich board and any other impediment near the curb side of the sidewalk. Evalk Café or Improvement Aust allow a clear sidewalk width of not less than 5 feet for pedestrians between the perimeter of the sidewalk rea and any other impediment near the curb side of the sidewalk. For a sidewalk width of not less than 5 feet for pedestrians between the perimeter of the sidewalk rea and any other impediment near the curb side of the sidewalk. Proof of liability insurance with the Depart- in an amount of not less than one million per person per occurrence.	Draw proposed layout: Five feet of clear sidewalk space must be obtained for pedestrians to pass ough. ee attached	Permit Number Date Issued Address 20 E. 16th Street Lot 20 E. 16th Street Lot 20 E. 16th Street Addition Original Town Addition Original Town Zone: R1 R1a R2 R3 R4 R5 O-P PBC C-1 C-2 C-3 M-1 M-1(s) M-2 A F Fire Limits: Primary Secondary None FEE - \$50.00 yearly APPROVED DISAPPROVED City of Scottsbluff Authorized Employee By: By: By:
Applicat	 Today's Date Property Ow 	 4. This applicat 4. This applicat 6. Sidewalk D 7. Displays 7. Displays, total square f exceed a tota 	□ Sandwich E ✓ Must be advertises any sign and any o E Sidewalk C ✓ Must allo café area and ment in an an	5. Draw p through. See atta	I, the undersign miliar with all law itlined construction th these laws, and contained are tru my knowledge ar my knowledge ar trunni Mote: You have N Do NO Woi

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To install a deck / awning elevated above the sidewalk in a sidewalk type café design. Three support posts near the street and three support posts near the structure. Licensee must maintain five feet of access for pedestrian walkway from any obstruction, such as posts, tree grades, or flange plates. An 8' vertical clearance above the walkway must be maintained. This Agreement shall pertain to only the area in front (North) of the property at 20 East 16th Street, Scottsbluff, Nebraska 69361.

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Otherwise known as 20 East 16th Street, Scottsbluff, Nebraska 69361.

3. <u>Duties and Risks</u>. It is understood and agreed that the Licensee may construct, maintain, repair, and utilize the above described improvement at the Licensee's sole risk. The Licensee hereby waives any claim for damages against the Licensor, its officers, employees, agents, and independent contractors, for any damage or injury that might result to said improvement. If the Licensor, in its sole discretion, determines that any part or all of the improvement must be removed or is damaged by the Licensor, its employees, agents or independent contractors working for Licensor during the course of their employment or duties with the Licensor, Licensee agrees to assume and pay all costs relating to the replacement or

repair of the improvement. The Licensee indemnifies and holds the City harmless from and against all claims arising out of the use or occupancy allowed under this Agreement.

4. <u>Existing Utilities</u>. The Licensee is responsible for locating and coordinating original construction and future maintenance work on the described improvement. No excavation work will be permitted in the area of underground utility facilities until all such facilities have been located and identified to the satisfaction of all parties. The excavation must be done with care in order to avoid any possibility of damage to the utility facility. The Licensee shall be responsible for any and all damage.

5. <u>Restoration of Property</u>. If the construction or maintenance of the improvement identified in paragraph 1 above requires the excavation of earth, removal of hard surfacing, grass, vegetation, landscaping, or any other disruption of the service of the public right-of-way or neighboring property, the Licensee shall restore the surface of the area to the same condition as it existed immediately prior to the Licensee's work in the area.

6. <u>Effective</u>. This License Agreement shall take effect on the date it is executed by the Mayor of the City of Scottsbluff as dated below. It shall continue for an indefinite term or until such time as it is terminated as provided hereinafter.

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- (b) The Licensee's application for a permit to occupy right-of-way, has expired.
- (c) The Licensee's construction or installation of any structure and improvement of any nature upon the real estate owned by the Licensor except that described in paragraph 1 above, or the Licensee's failure to apply for and obtain a permit to alter or make improvement to its property.
- (d) The City may revoke this Agreement at any time.
- (e) Upon the termination of this Agreement, the Licensee shall be required, and hereby agrees, to remove any improvements or fixtures from the Licensor's real estate at its own expense and without cost to the Licensor. Said removal shall occur no later than thirty (30) days after receipt of the notice of intention to terminate or of any occurrences set forth in this paragraph. Should the Licensee fail to do so, the Licensor may remove or cause the removal of any improvements or fixtures from the Licensor's real estate and the Licensee agrees to reimburse the Licensor for all of its costs.

8. <u>Assigns</u>. This Agreement shall be binding upon the parties hereto, their successors and assigns.

Entire Agreement. This Agreement constitutes the entire agreement between the 9. parties notwithstanding any oral or written agreements to the contrary. This License Agreement shall be amended only in writing and executed by all parties.

Law. This Agreement shall be construed in accordance with the laws of the State 10. of Nebraska and the City of Scottsbluff, Nebraska.

Dated:

CITY OF SCOTTSBLUFF, a Municipal Corporation, Licensor,

By_____ Mayor

Attest:

City Clerk

Licensee, Sterling T. Huff, Attorney at Law, PC, LLO by Sterling T. Huff

State of Nebraska, Scotts Bluff County:

This License Agreement was acknowledged before me on _____, 2023, by Jeanne McKerrigan, Mayor of the City of Scottsbluff, Nebraska, Licensor.

Notary Public

State of Nebraska, Scotts Bluff County:

This License Agreement was acknowledged before me on April, 2023, by Sterling T. Huff, Attorney at Law, PC, LLO by Sterling T. Huff, Licensee.

Notary Public















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KEYNOTE LEGEND

- (1) GRID A IS EXTERIOR FACE OF EXISTING BRICK.
- (2) REFERENCE ELEVATION OF 0' 0" IS AT FACE OF EXISTING BUILDING.
- (3) REMOVE EXISTING WOOD FINISH MATERIAL ON NORTH FACE OF BUILDING FULL HEIGHT.
- (4) EXISTING WINDOW TO BE REMOVED AND REPLACED.
- (5) EXISTING ENTRY TO BUILDING.
- (6) EXISTING CONCRETE SIDEWALK TO REMAIN
- (7) DOWEL NEW CONCRETE SLAB TO EXISTING CONCRETE SIDEWALK. SEE DETAIL 7/S-3.10.
- (8) EXISTING CONCRETE CURB TO REMAIN.
- (9) NEW FOUNDATION PIER SUPPORTING STEEL COLUMN. TOP OF PIER IS 12 INCHES BELOW TOP OF SLAB-ON-GRADE. SEE DETAIL 1/S-3.10.
- (10) REMOVE EXISTING CONCRETE SIDEWALK AND REPLACE WITH NEW SLAB-ON-GRADE SIDEWALK. SEE DETAIL 5/S-3.10. SLOPE OF NEW SIDEWALK SHALL MATCH SLOPE OF EXISTING SIDEWALK.
- (11) TOP OF DECKING IS AT ELEVATION 9' 8" (+/-) AT GRID A (EXTERIOR FACE OF EXISTING BRICK). TOP OF DECKING IS 7 INCHES (MINIMUM) ABOVE TOP OF DOOR **OPENING BELOW.**
- (12) COMPOSITE DECKING. COLOR AND FINISH TO BE SELECTED BY OWNER. THICKNESS IS EITHER 7/8" OR 1" DEPENDING ON DECKIING SELECTED.
- (13) FLOOR JOISTS SLOPE DOWNWARD TO THE NORTH, SLOPE IS 1/4 INCH PER FOOT.
- (14) TOP OF HSS4.5 AROUND PERIMETER IS AT TOP OF DECKING ELEVATION.
- (15) HSS2.875x0.188 VERTICAL GUARDRAIL POST SPACED AT 4' 0" ON CENTER. INFILL PANEL BETWEEN RAILINGS AND PERIMETER HSS4.5 IS HUTCHINSON WESTERN UTILITY PANEL (OR APPROVED EQUIVALENT). MAXIMUM CLEAR SPACING BETWEEN HORIZONTAL AND VERTICAL WIRES OF INFILL PANEL IS 4 INCHES. INFILL PANEL SHALL BE WELDED TO SUPPORTING STEEL.
- (16) HSS2.875x0.188 HORIZONTAL RAILING IS LOCATED WITH TOP OF RAILING 42 INCHES ABOVE TOP OF COMPOSITE DECKING AROUND PERIMETER.
- (17) NEW DOOR TO BE INSTALLED IN EXISTING EXTERIOR BRICK WALL. DOOR TO BE SELECTED BY OWNER. LOCATION OF DOOR TO BE DETERMINED BY OWNER. PROVIDE HEADER ABOVE TOP OF WALL OPENING PER DETAIL 5/S-5.00.
- (18) TOP OF HSS4.5 IS AT ELEVATION 17' 8" (+/-) AT GRID A (EXTERIOR FACE OF EXISTING BRICK). TOP OF HSS4.5 IS 8' - 0" (MINIMUM) ABOVE TOP OF DECKING BELOW.
- (19) ROOF FRAMING SLOPES DOWNWARD TO THE NORTH, SLOPE IS 1/4 INCH PER FOOT
- (20) HSS2.875 IS CENTERED ON HSS4.5.

ROOF LEVEL FRAMING PLAN NOTES

GENERAL NOTES:

- SEE S-0 SERIES SHEETS FOR GENERAL NOTES, SYMBOLS AND ABBREVIATIONS.
- SEE S-3 SERIES SHEETS FOR TYPICAL CONCRETE DETAILS. 3. SEE S-5 SERIES SHEETS FOR TYPICAL STEEL DETAILS.
- 4. REFERENCE ELEVATION OF 0' 0" IS ACTUAL ELEVATION OF THE EXISTING CONCRETE SLAB-ON-GRADE AT THE FACE OF THE EXISTING BUILDING (GRID A).
- **EXISTING CONSTRUCTION NOTES:**
- 1. FIELD ESTABLISH ALL DIMENSIONS (GRID LOCATIONS, FRAMING ELEVATIONS, ETC. BASED ON LOCATION OF EXISTING CONSTRUCTION.

COLUMN NOTES:

. ALL COLUMNS ARE CENTERED ON THE INTERSECTION OF GRID LINES UNLESS DIMENSIONED OTHERWISE.

STEEL BEAM AND JOISTS NOTES:

- . TOP OF STEEL BEAM ELEVATION IS NOTED ON PLAN.
- 2. BEAMS SLOPE DOWNWARD AT 1/4 INCH PER FOOT TOWARDS THE NORTH. BEAMS ARE EQUALLY SPACED BETWEEN GRID LINES UNLESS DIMENSIONED OTHERWISE.
- 4. FABRICATE BEAMS SUCH THAT ROLLING OR FABRICATION INDUCED CAMBER IS UP AFTER ERECTION.
- REFER TO DETAILS FOR REQUIRED BEAM CONNECTION(S). 6. BEAMS AND GIRDERS SHALL BE CONSIDERED UNRESTRAINED FOR FIRE RATING.

Gravity Loads Table						
Location	Superimposed Dead Load (psf)	Live Load (psf)	Live Load Reduction	Partition Load (psf)	Point Load (Ibs)	
Roof	10 psf (Includes 5 psf roofing load)	30 psf Minimum Uniform Load	No		300 lbs	
Deck	15 psf	60 psf	No		300 lbs	



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BAR		f'c = 3000 PSI									f'o	c = 4000	PSI					f	c = 5000 F	PSI	/
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#5	#16	14	19	10	36	27	46	36	12	19	8	31	24	40	31	11	19	7	28	21	3
#6	#19	16	23	12	43	33	56	43	14	23	10	37	28	48	37	14	23	9	33	25	4
#7 #0	#22 #25	19	26	13	62	48	81	62	17	26	12	54 62	42	70	54	16	26	10	48	37	6
	#25 #29	22	30	15	80	62	93 105	80	21	30	15	70	47 54	00 91	70	20	30	12	62	42	، 8
#10	#32	28	38	19	90	70	118	90	24	38	17	78	60	102	78	23	38	15	70	54	9
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Image: Second			Concre	ete M	ix Tab	ole				
Specified CONCRETE MIX TABLE MOTES: PROPORTIONS OF MATERIALS IN CONCRETE MIXES SHALL BE ESTABLISHED TO: - PROVIDE THE MIXMUM COMPRESSIVE STEENGTH AS NOTED IN THE CONCRETE MIX TABLE. DO NOTE EXCEED THE MIXMUM WATER TO CEMENT RATIO LISTED IN TABLE. - PROVIDE CONSISTENCY AND WORKABILITY TO ALLOW CONCRETE TO BE PLACED READILY INTO FORMS AND AROUND REINFORCEMENT TO CEMENT TO DECONCRETE TO BE PLACED READILY INTO FORMS AND AROUND REINFORCEMENT UNDER THE CONTRACTOR IS TO USE ADMIXTURES (NOTE C) AS REQUIRED TO DETAIN DESIRE OF OR SEGREGATE SIZE INTO CONTRACTOR SHALL SELECT APPROPRIATE SLUBP TO MEET THESE CONDITIONS. THE CONTRACTOR IS TO USE ADMIXTURES (NOTE C) AS REQUIRED TO DETAIN DESIRE DESULTS. - FOR CONCRETE PLACED BY PUMPING PROVIDE CONCRETE MIX FLOWABILITY TO FACILITATE PUMPING. ENTRAINED AIR MAY BE USED TO FACILITATE PUMPING SUBJECT TO PROVISIONS OF NOTE B JEELOW; A FOR THE MAXIMUM COARSE AGGREGATE SIZE INDICATED, USE THE FOLLOWING AGGREGATE SIZE MINDERS (PER ASTIN C33); 328: #87 AGGREGATE 34": #67	→ Concrete Mix Type	Intended Use All Concrete Otherwise Not	A Concrete Weight F0 Ash	9 Minimum Cement Material (#/cy), Including Fly Ash	% Maximum Aggregate Size (Inches), Note A 7 5 8 5 9 5 1 1	 Didnip Limits (incluss), Folerance - 11, -1 Total Air Contenet (%), Note B 	Cement Type	WIRE Admixtures, Note C	A Other Requirements, Note D	#4@ 1' - 6" OC
PROVIDE THE MINIMUM COMPRESSIVE STRENGTH AS NOTED IN THE CONCRETE MIX TABLE. DO NOT EXCEED THE MAXIMUM WATER TO CEMENT RATIO LISTED IN TABLE. PROVIDE CONSISTENCY AND WORKABILITY TO ALLOW CONCRETE TO BE PLACED READLLY INTO FORMS AND AROUND REINFORCEMENT UNDORS THE CONDITIONS OF CONCRETE PLACEMENT BEING USED, WITHOUT EXCESSIVE BLEEDING OR SEGREGATION. CONTRACTOR SHALL SELECT APPROPRIATE SLUMP TO MEET THESE CONDITIONS. THE CONTRACTOR IS TO USE ADMITTURES (NOTE C) AS REQUIRED TO OBTAIN DESIRED RESULTS. FOR CONCRETE PLACED BY PUMPING PROVIDE CONCRETE MIX FLOWABILITY TO FACILITATE PUMPING. SUBJECT TO PROVISIONS OF NOTE B (BELOW). A FOR THE MAXIMUM COARSE AGGREGATE SIZE INDICATED, USE THE FOLLOWING AGGREGATE SIZE MORE (PER ASTN C33): 38°: #0 AGGREGATE 112': 467 AGGREGATE 114': FINATION DIAL EXCEPTION OF ENTRANDED AIR SNOTPERMITED EXCEPT WHERE CONTRACTOR CAN DEMONSTRATE THAT FINISHED SLABS WITH ENTRAINED AND ENTRAPED AIR +-1 112': 467 AGGREGATE 114': FINISHED SLABS WITH ENTRAINED AIR SNOTPERMITED EXCEPT WHERE CONTRACTOR CAN DEMONSTRATE THAT FINISHED SILAS WITH ENTRAINED AIR WILL HAVE A FINISH THAT WILL BE ACCEPTABLE TO THE ARCHITED RUNG AND ENTRAPED AIR +-1 112': 467 AGGREGATE 15' USED INFORMATIONE. TO THAL AND ENTRAPED AIR AND AD ENTRAPED AND AD ENTRA	<u>CON</u> PRC	Specified			HALL BE ES	TABLISHE	D TO:]	
PROVINE CONSISTENCY AND WORKABILITY TO ALLOW CONCRETE TO BE PLACED READLY INTO FORMS AND ARQUIND REINFORCEMENT UNDER THE CONDITIONS OF CONCRETE PLACED READLY INTO BEING USED WITHOUT EXCESSIVE BLEEDING OR SEGREGATION. CONTRACTOR SHALL SELECT APPROPRIATE SILUMP TO MEET THESE CONDITIONS. THE CONTRACTOR IS TO USE ADMIXTURES (NOTE C) AS REQUIRED TO OBTAIN DESIRED RESULTS. FOR CONCRETE PLACED BY PLUMPING PROVIDE CONCRETE MIX FLOWABILITY TO FACILITATE PUMPING. ENTRAINED AIR MAY BE USED TO FACILITATE PUMPING SUBJECT TO PROVISIONS OF NOTE B (BELOW). A FOR THE MAXIMUM COARSE AGGREGATE SIZE INDICATED, USE THE FOLLOWING AGGREGATE Size NUMBERS IPER ASTM C33): 38': BR AGGREGATE ''. 1957 AGGREGATE ''. 1957 AGGREGATE ''. 1	- F [PROVIDE THE MINIMUM COM	PRESSIVE S	TRENGTH	AS NOTED	IN THE CO		IX TABLE.		
BEING USED, WITHOUT EXCESSIVE BLEEDING OR SEGREGATION. CONTRACTOR SHALL SELECT APPROPRIATE SLUMP TO MEET THESE CONDITIONS. THE CONTRACTOR IS TO USE ADMIXTURES (NOTE C) AS REQUIRED TO OBTAIN DESIRED RESULTS. Image: Contract Contend Contrecont Contract Contract Contract Contract Con	- F F	PROVIDE CONSISTENCY AND	WORKABILI DRCEMENT U	TY TO ALL JNDER TH		RETE TO E	E PLACED F NCRETE PL	READILY II _ACEMEN	NTO T	7 NO SCALE
FOR CONCRETE PLACED BY PUMPING PROVIDE CONCRETE MIX FLOWABILITY TO FACILITATE PUMPING. ENTRAINED AIR MAY BE USED TO FACILITATE PUMPING SUBJECT TO PROVISIONS OF NOTE B (BELOW). A FOR THE MAXIMUM COARSE AGGREGATE SIZE INDICATED, USE THE FOLLOWING AGGREGATE SIZE NUMBERS (PER ASTM C33): 38': #8 AGGREGATE 1'. #57 AGGREGATE	E ,4 (3EING USED, WITHOUT EXCE APPROPRIATE SLUMP TO ME NOTE C) AS REQUIRED TO C	SSIVE BLEE ET THESE C BTAIN DESIF	DING OR S ONDITION RED RESU	Segregat IS. The Co ILTS.	ION. CON NTRACTO	RACTOR SI	HALL SEL ADMIXTU	ECT JRES	• 5
NOTE B (BELOW). A. FOR THE MAXIMUM COARSE AGGREGATE SIZE INDICATED, USE THE FOLLOWING AGGREGATE SIZE NUMBERS IN BAGGREGATE 38": #87 AGGREGATE 34": #67 AGGREGATE 11": #57 AGGREGATE 8. WHERE AIR CONTENT IS INDICATED IN THE CONCRETE MIX TABLE, PROVIDE AIR ENTRAINING ADDIXTURE. TOTAL AIR CONTENT LIMITS INCLUDE BOTH ENTRAINED AND ENTRAPPED AIR AND ENTRAPPED AIR #141 11"S. 9. WHERE CONTACTOR CAN DEMONSTRATE THAT FINISHED SLABS WITH ENTRAINED AR DE EXCEPT WHERE CONTENT TO ALL BE ACCEPTABLE TO THE ARCHITECT WITHOUT BLISTENING. AIR CONTENT TALLUE BLOCEPTABLE TO THE ARCHITECT WITHOUT BLISTENING. AIR CONTENT BE 112%. C. ABBREVIATIONS FOR REQUIRED ADMIXTURES AS FOLLOWS: AE = AIR-ENTRAINING ADMIXTURE, MAXIMUM SLUMP = 8'. MWRMA = MICHANGE WATER REDUCING ADMIXTURE, MAXIMUM SLUMP = 8'. MWRMA = MICHANGE WATER REDUCING ADMIXTURE, MAXIMUM SLUMP = 8'. MWRMA = MICHANGE WATER REDUCING ADMIXTURE, MAXIMUM SLUMP = 8'. MWRMA = MICHANGE WATER REDUCING ADMIXTURE, MAXIMUM SLUMP = 8'. MWRMA = MID-RANCE WATER REDUCING ADMIXTURE, MAXIMUM SLUMP = 8'. MWRMA = MICHANGE WATER REDUCING ADMIXTURE, MAXIMUM SLUMP = 8'. MWRMA = MICHANGE WATER REDUCING ADMIXTURE, MAXIMUM SLUMP = 8'. MWRMA = MICHANGE WATER REDUCING ADMIXTURE, MAXIMUM SLUMP = 8'. MWRMA = MICHANGE WATER REDUCING ADMIXTURE, MAXIMUM SLUMP = 8'. MWRMA = MICHANGE WATER REDUCING ADMIXTURE, MAXIMUM SLUMP = 8'. MWRMA = MICHANGE WATER REDUCING ADMIXTURE, MAXIMUM SLUMP = 8'. MWRMA = MICHANGE WATER REDUCING ADMIXTURE, MAXIMUM SLUMP = 8'. MWRMA = MATER REDUCING ADMIXTURE, MAX	- F F	OR CONCRETE PLACED BY PUMPING. ENTRAINED AIR M	PUMPING PF AY BE USED	ROVIDE CO TO FACIL	ONCRETE M	IIX FLOWA PING SUB	BILITY TO F. JECT TO PR	ACILITATE OVISIONS	E S OF	
A: Tok True Market Representation conversion and the source of the so	ν Ν Δ Γ	OTE B (BELOW).						GGREGAT	-E	
B. WHERE AIR CONTENT IS INDICATED IN THE CONCRETE MIX TABLE, PROVIDE AIR ENTRAINING ADMIXTURE: TOTAL AIR CONTENT LIMITS INCLUDE BOTH ENTRAINED AIN DENTRAPPED AIR +/-11/2%. 'NP' IN COLUMN INDICATES ADDITION OF ENTRAINED AIR IS NOT PERMITTED EXCEPT WHERE CONTRACTOR CAN DEMONSTRATE THAT FINISHED SLABS WITH ENTRAINED AIR WILL HAVE A FINISH THAT WILL BE ACCEPTABLE TO THE ARCHITECT WITHOUT BUISTERING. AIR CONTENT VALUES LISTED ARE BASED ON 3/4 INCH AGGREGATE. IF 3/8 INCH AGGREGATE IS USED INCREASE AIR CONTENT BE 1 1/2%. C. ABBREVIATIONS FOR REQUIRED ADMIXTURES AS FOLLOWS: AE = AIR-ENTRAINING ADMIXTURE. DO NOT USE ENTRAINED AIR FOR STEEL TROWELED FINISHED FLOORS. HRWRA = HIGH-RANGE WATER REDUCING ADMIXTURE, MAXIMUM SLUMP = 8'. MRWRA = HIGH-RANGE WATER REDUCING ADMIXTURE, MAXIMUM SLUMP = 6'. NCNCA = NON-CORROSIVE, NON-CHLORIDE ACCELERATOR. RA = RETARDING ADMIXTURE. WRA = WATER REDUCING ADMIXTURE, MAXIMUM SLUMP = 6'. NCNCA = NON-CORROSIVE, NON-CHLORIDE ACCELERATOR. RA = RETARDING ADMIXTURE. D. ABBREVIATIONS FOR OTHER REQUIREMENTS AS FOLLOWS: FA = FLY ASH NOT PERMITTED. D. ABBREVIATIONS FOR OTHER REQUIREMENTS AS FOLLOWS: FA = FLY ASH NOT PERMITTED. Velded Wire Reinforcement A615 60 ksi 90 ksi - Welded Wire Reinforcement A615 60 ksi 90 ksi - Welded Wire Reinforcement, Deformed A1064 67 ksi - - Welded Wire Reinforcement, Deformed A1064 70 ksi - - - WIRE REINFORCEMENT, DEFORMED A1064 67 ksi 70 ksi - - - <		3/ZE NUMBERS (PER ASTM C 3/8": #8 AGGREGATE 3/4": #67 AGGREGATE 1": #57 AGGREGATE 1-1/2": #467 AGGREGATE	33):		IOATED, OC			UCILICAT	L	
C. ABBREVIATIONS FOR REQUIRED ADMIXTURES AS FOLLOWS: AE = AIR-ENTRAINING ADMIXTURE. DO NOT USE ENTRAINED AIR FOR STEEL TROWELED FINISHED FLOORS. HRWRA = HIGH-RANGE WATER REDUCING ADMIXTURE, MAXIMUM SLUMP = 8". MRWRA = MID-RANGE WATER REDUCING ADMIXTURE, MAXIMUM SLUMP = 6". NCNCA = NON-CORROSIVE, NON-CHLORIDE ACCELERATOR. RA = RETARDING ADMIXTURE. WRA = WATER REDUCING ADMIXTURE. WRA = WATER REDUCING ADMIXTURE. D. ABBREVIATIONS FOR OTHER REQUIREMENTS AS FOLLOWS: FA = FLY ASH NOT PERMITTED. Reinforcement Element ASTM Fy (ksi) Fu (ksi) Comments Typical Reinforcement A706 A706 60 ksi 90 ksi Welded Mire Reinforcement, Smooth A1064 70 ksi Welded Wire Reinforcement, Smooth A1064 70 ksi	B. V <i>F</i> V F (VHERE AIR CONTENT IS INDI ADMIXTURE. TOTAL AIR CON -/- 1 1/2%. 'NP' IN COLUMN IN WHERE CONTRACTOR CAN E HAVE A FINISH THAT WILL BE CONTENT VALUES LISTED AF ISED INCREASE AIR CONTEN	CATED IN TH TENT LIMITS DICATES AD EMONSTRA ACCEPTABL RE BASED ON JT BE 1 1/2%	IE CONCR INCLUDE DITION OI TE THAT F LE TO THE N 3/4 INCH	RETE MIX TA BOTH ENT F ENTRAINE FINISHED SI ARCHITEC AGGREGA	ABLE, PRO RAINED A ED AIR IS N LABS WITH T WITHOU TE. IF 3/8	VIDE AIR EN ND ENTRAP IOT PERMIT I ENTRAINEI T BLISTERII NCH AGGRI	itraining Ped Air Ted Exce D Air Wil Ng. Air Egate Is	B EPT L	
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METAL NOTES

. CONNECTIONS:

1A. PROVIDE CONNECTIONS AS SHOWN IN THE DETAILS HEREIN. REFER TO SPECIFICATION FOR ALTERNATIVES AND CONNECTIONS NOT SHOWN.

2. WELDING REQUIREMENTS:

2A. WELDERS: HAVE IN POSSESSION CURRENT EVIDENCE OF PASSING THE APPROPRIATE A.W.S. QUALIFICATION TESTS.

2B. MINIMUM WELDS: AISC SPECIFICATION, NOT LESS THAN 3/16" FILLET, CONTINUOUS UNLESS OTHERWISE NOTED.

2C. WELD SIZES AND LENGTHS CALLED FOR ON THE DRAWINGS ARE THE NET EFFECTIVE REQUIRED. INCREASE WELD SIZE IF GAPS EXIST AT THE FAYING SURFACE.

2D. WELD SIZES SHALL BE AS SHOWN UNLESS A GREATER SIZE IS REQUIRED BY AISC FIFTEENTH EDITION, TABLES J2.3 AND J2.4.

2E. ALL GROOVE WELDS SHALL BE COMPLETE PENETRATION UNLESS NOTED.

3. STRUCTURAL STEEL INSTALLATION:

3A. ALL HIGH STRENGTH BOLTS USED IN COLUMN SPLICES, CONNECTIONS OF BEAMS AND GIRDERS TO COLUMNS, AND WHERE NOTED ON THE DRAWINGS AS TYPE "SC" OR OTHER TYPE FOLLOWED BY "PT", SHALL BE TENSIONED TO THE VALUES OF TABLE J3.1 OF "SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS," AISC 2016. OTHER HIGH-STRENGTH BOLTS MAY BE INSTALLED SNUG TIGHT AS DEFINED BY AISC.

Stellement ASIM:Type Fy (ks) Fu (ks) Comments Adhesive HILI HHT, Pittype Fy (ks) Fu (ks) Comments Adhesive HILI STATUS Full Statutions for equivalent substitutions Comments Adhesive A139 Gradus B7 105 ksi 125 ksi Threaded Rod Anchor Rods F1554 Grade S6 55 ksi Threaded Rod Weldable (Supplement 51), Standerd Hex Anchor Rods F1555 Graup A - 120 ksi Bots F125 Graup A Grades A230 or F1825 Graup A - 120 ksi Bots - - Grades A230 or F1825 Graup A - 120 ksi Bots - - Grades A230 or F1826 Graup A - 120 ksi Bots - - Grades A230 or Grades A230 or F1816 Kike Bott T22 - - - - - Grade F1846 Kab A1065 51 ksi - - - - - Grade F1846 Kab A1065 51 ksi - - - -		Steel	Mate	rials	Table			
Adhesive HILT HTT-RE BQUValent calculation report and calculations requivalent substitutions Adhesive Anchors Anbrev Anchors Rods F1554 Grade 55 55 ksi 125 ksi 125 ksi 125 ksi 126 k	Steel Element	ASTM/Type	Fy (ksi)	Fu (ksi)	Comments			
Adhesive Anchors 1930 Grade B7 100 kisi 125 ksi Threaded Rod Anchor Rods F1554 Grade 56 55 ksi 75 ksi Weidelle (Supplement S1), Heavy Hex Anchor Rods Aashar Rods in Masonry F1554 Grade 36 86 ksi 58 ksi – Angles (L. Shapee) A36 36 ksi 58 ksi – – Datis F3125 Group A – 120 ksi Bolts are 7/8 diameter unless otherwise note. Use Tanison-Controlled (F1652) where postble. – Charmed StubPilet, A1003 33 ksi – – – Cold-Formed StubPilet, A1003 50 ksi – – – Cold-Formed StubPilet, A1003 50 ksi – – – Cold-Formed StubPilet, A1003 50 ksi – – – – Cold-Formed StubPilet, A1004 70 ksi 60 ksi – – – – – Nuts A663 – – Submit ICC-ES evaluation report and calculations for equivalent stubstituons – – – – Nuts A663 – <	Adhesive	HILTI HIT-RE 500-V4 or Equivalent			Submit ICC-ES evaluation report and calculations for equivalent substituions			
Anchor Rods F1554 Grade 56 55 ksi 75 ksi Weldade (Supplement 51), Heavy Hex Headed Anchor Rods in Masony F1554 Grade 36 36 ksi 58 ksi Moldable (Supplement 51), Standard Hex Headed Angles (L. Shapee) A36 36 ksi 58 ksi Moldable (Supplement 51), Standard Hex Headed Angles (L. Shapee) A36 36 ksi 58 ksi - Cold Formed StudsPlate, 31 and 43 mil A1003 33 ksi - - Cold Formed StudsPlate, 31 and 43 mil A1003 Match - Match stud material Cold Formed StudsPlate, 31 and 43 mil A1003 Match - - - Cold Formed Tack, All Thicknesses A1003 Match - Natch stud material - Cold Formed Tack, All A108 51 ksi 65 ksi - - - - - Readraguiar TSS A1085 50 ksi 65 ksi - - - - - - - - - - - - - - -	Adhesive Anchors	A193 Grade B7	105 ksi	125 ksi	Threaded Rod			
Anchor Rods in Masonry F1554 Grade 36 36 ks 58 ks Meldaale (Supplement S1), Standard Hex Angles (L. Shapes) A36 36 ks 58 ks Image: Bolts F1652 F16565 F1652 F1652 </td <td>Anchor Rods</td> <td>F1554 Grade 55</td> <td>55 ksi</td> <td>75 ksi</td> <td>Weldable (Supplement S1), Heavy Hex Headed</td> <td></td> <td></td> <td>3"</td>	Anchor Rods	F1554 Grade 55	55 ksi	75 ksi	Weldable (Supplement S1), Heavy Hex Headed			3"
Angles (L. Shapes) A36 36 ksi 58 ksi - Bolts F3125 Group A Grades A325 or F1652	Anchor Rods in Masonry	F1554 Grade 36	36 ksi	58 ksi	Weldable (Supplement S1), Standard Hex Headed			
Bolts F7125 Group A 120 ks Bolts are 78 ⁴ diameter unless otherwise robustive ropssible. Channels (C Shapes) A36 36 ksi 58 ksi Gold-Formed Studs/Plate, A1003 33 ksi - - 33 and 43 mil Gold-Formed Studs/Plate, A1003 50 ksi - - Gold-Formed Studs/Plate, A1003 50 ksi - - - Gold-Formed Studs/Plate, A1003 Match - - Gold-Formed Studs/Plate, A1003 Match - - Gold-Formed Studs/Plate, A1003 Match Natch stud material DAS A1064 70 ksi 80 ksi - - Expansion Anchors Hill Kwk bölt T2Z -<	Angles (L Shapes)	A36	36 ksi	58 ksi				
Chamele (C Shages) A36 36 ksi 58 ksi - - Cald-Formed Studs/Plate, Sand 43 milet A1003 33 ksi -	Bolts	F3125 Group A Grades A325 or F1852		120 ksi	Bolts are 7/8" diameter unless otherwise noted. Use Tension-Controlled (F1852) where possible.			K
Cold-Formed Studs/Plate, Sam of A mini Cold-Formed Studs/Plate, A 1003 A 1003 33 ksi - Cdd-Formed Studs/Plate, A mini r Heavier A 1003 50 ksi -	Channels (C Shapes)	A36	36 ksi	58 ksi				
Cold-Formed Studs/Plate, 54 mil or Heavier A1003 50 ksi	Cold-Formed Studs/Plate, 33 and 43 mil	A1003	33 ksi					
Cold-Formed Track, All A1003 Match Match stud material DAS A1064 70 ksi 80 ksi - Submit ICC-ES evaluation report and calculations for equivalent substituions HAS or HDAS or SHSA A106 51 ksi 65 ksi Stude are 3/4' diameter unless otherwise noted Match student TYpical Nuts A563 - - Heavy Hex Headed Heavy Hex Headed Heavy Hex Headed Hits Kwit Boit IS Hits Stude are 3/4' diameter unless otherwise noted Hits Stude are 3/4' diameter unless otherwise noted Hits Stude are 3/4' diameter unless otherwise noted Heavy Hex Headed Hits Stude are 3/4' diameter unless otherwise noted Hits Stude are 3/4' diameter unless otherwise noted are 3/4' diameter unless	Cold-Formed Studs/Plate, 54 mil or Heavier	A1003	50 ksi					
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HAS or HDAS or SHSA A108 51 ksi 65 ksi Studs are 3/4" diameter unless otherwise incted 8 11/2" = 1"-0" TYpical HSS Nuts A563 - - Heavy Hex Headed - - - Heavy Hex Headed Other Shapes A36 36 ksi 58 ksi -	Expansion Anchors	Hilti Kwik Bolt TZ2 or Equivalent			Submit ICC-ES evaluation report and calculations for equivalent substituions			
Nuts A563 Heavy Hex Headed Muts Muts A563 Heavy Hex Headed Muts Muts A563 36 ksi 58 ksi Muts A563 A56 A56 ksi 58 ksi A563 A56 ksi S8 ksi A56 A56 ksi S8 ksi A56 A56 ksi S8 ksi A57 A1085 S0 ksi 65 ksi A1085 S0 ksi 65 ksi Common Acculations for equivalent substituions A1085 S0 ksi 65 ksi Common Acculations for equivalent substituions A1085 S0 ksi 65 ksi Common Acculations for equivalent substituions A1085 S0 ksi A1085 S0 ksi A1085 A1085 S0 ksi A1085 A1085 S0 ksi A1081	HAS or HDAS or SHSA	A108	51 ksi	65 ksi	Studs are 3/4" diameter unless otherwise noted			TYpical
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1 1/2" = 1'-0"



without the written authorization of Klaas Structural Engineering, LLC.

STERLING T. HUFF

Attorney at Law, PC, LLO

20 East 16th Street Scottsbluff, Nebraska 69361 <u>sterlinghufflaw@gmail.com</u> Telephone: (308) 635-4900 Facsimile: (308) 635-4949

August 4, 2022

Zachary Glaubius City of Scottsbluff Planning Administrator 2525 Circle Drive Scottsbluff, NE 69361

RE: Facade Improvement Grant Extension

Dear Mr. Glaubius:

I am requesting to be placed on the agenda for August 10, 2022 beginning at noon for an Extension of my Facade Improvement Grant. I had some significant delays in getting supplies including the front door.

I have decided to make a design change, if I can get approval from the City of Scottsbluff. I am not requesting a modification of the facade improvement money, only an extension. I still plan to replace the facade, front door, window, and sidewalk with the original facade improvement grant. The use of the original grant money will not change.

With my own additional money I am making a design change. Renderings of the design change are attached. As you are aware, many of the downtown buildings have awnings. I want to create an old western looking front, but use patinaed metal finish. I want to give the front of my building a 'boardwalk look' similar to the mountain towns in Colorado or Deadwood, South Dakota.

I want to create a deck with an antique railing that will serve a double purpose as an awning above the sidewalk. Above that I want to build a metal awning for shade. I have a loft inside the building. I will be adding another glass door in the loft to get onto the deck. That door will allow access and significantly more light into the front of the building. Above the deck, I will construct a sturdy steel awning for shade and water runoff. The only significant issue for the City is I want to place two posts at the outside edge of my building near the curb. Those posts will support my deck and also be antique light posts to provide ambience to my building and the street. I will provide the posts, lights and power them from my building so there will be no maintenance for the City. The posts line up with the one parking stall that I have in front of the building. Those posts will also line up East to West with the City light posts on the side walk as well as the stop sign. (There was previously a no parking sign in front of my building that has been removed). Therefore the posts should not be any kind of obstruction and will exceed American's with Disability Act requirements for wheelchair access on the sidewalk as I will have approximately 6' 4" of clearance.

My contractor will be starting removing the old facade soon along with the sidewalk so that we can start preparations for the new design and determine what kind original front the building has to build from. Again, I plan to heat the sidewalk area to prevent ice and snow buildup in the winter.

I will be using 4 $\frac{1}{2}$ " oil field casing for the posts. There will be three (3) joints of pipe against the building and two in the sidewalk near the curb. I will also be using 4 $\frac{1}{2}$ " casing for the perimeter of the deck. The joists of the deck will be 2 7/8" O.D. tubing on 12" centers and the decking itself will be Ultradeck composite decking. I have a number of Exhibits to this packet. Exhibit G is a business card of a tractor that my brother and I built as a sign in 1992 in Kimball. That tractor is 7,000 pounds, stands 35' feet in the air, and is on three (3) joints of the same 4 $\frac{1}{2}$ " casing. That sign also has an 1,100 pound concrete Case Eagle. That tractor has withstood thirty (30) years of significant Kimball County wind and has had no issues whatsoever. It is free standing with no support wires.

My deck will be built from not three joints, but five joints of the same casing all saddled and welded together. I can guarantee it will be strong enough to park a semi-truck on top of and not fall down when I am done. And yes, I am an attorney but I grew up on a farm, I have and use a Commercial Driver's License (CDL) and I can fabricate from any media, but I prefer to weld steel. I will be coordinating with John Keller from Blue Ox Construction. He will be doing the demolition, installation of construction lumber, doors, windows, sidewalk and patina metal finish. I will be doing everything that is steel that requires plasma cutting and/or welding (posts, deck, awning etc).

ADA REQUIREMENTS: SIDEWALK WIDTH

Sidewalk width requirements are especially important for wheelchair-bound individuals. For ADA compliance, the minimum sidewalk width is 36 inches (3 feet), though sidewalks can be wider.

If sidewalks are less than 60 inches (5 feet) wide, passing spaces must be constructed every 200 feet. These passing spaces (which could be a driveway or wider section of concrete) need to be at least 60 inches on all sides.

* Exhibit A: Renderings of what my building will look like and the sidewalk clearances of 6' 4". That more than meets the ADA requirements.
 * Exhibit B: Shows the City light post West of my building by the curb, the old sign post in front, and the Stop sign to the East. My light posts will be no more of an obstruction than the posts already present;
 * Exhibit C: The Elk's Lodge #1367. My understanding the Lodge was granted

		permission from the City many years ago for four posts in the sidewalk for their vestibule. Again the outside posts line up with the other City signs by the curb North and South;
*	Exhibit D:	Diamond Vogel Paint awning. Their owning nearly touches the City light post. Views are East and West;
*	Exhibit E:	Broadway awnings. The Zone has an awning with a chain link fence around it. My deck will be steel framed and an antique looking steel railing;
*	Exhibit F:	Flyover Brewing Co. has recently been allowed to put in an elevated concrete pad in the sidewalk, fence, and light posts in the city right-of-way. There is 5" 6" of clearance between their patio and the curb. My clearance will exceed that at 6' 4".
*	Exhibit G:	Is again the 35' tall tractor sign. $4\frac{1}{2}$ " casing is extremely strong and durable weighing on average 15 pounds per linear foot. The posts and deck will all be saddled and welded with a portable AC/DC welder and low hydrogen 7018 high tensile strength welding rod. I do not believe further engineering should be necessary.

I appreciate the Board's consideration to my extension and modified facade plan.

Best Regards, Sterling T. Huff

STH/mdf enclosures

Exhibit _ of <u>3</u> page_



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The History of the Tractor Sign

Erected in 1992, it is a 1940 Oliver Model 90 Wheatland tractor which was found disassembled and laying in a pasture. It is complete, 35 feet off the ground and weighs 7,000 pounds. The tower was made of 3 joints of 4-1/2" oilfield drill pipe, self-standing with no wires and 24,000 pounds of concrete for a base. "Old Abe" Case Eagle on Globe is halfway up the tower and is concrete that weighs 1100 pounds. For more information call 308-235-4177 or cell phone 308-235-5532



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CLARK L. HUFF 308-235-4177 Call anytime DANE HUFF Cell: 308-235-5532

4301 Rd 32 S Kimball, Nebraska 69145

Exhibit

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