

City of Scottsbluff, Nebraska

Monday, November 13, 2023

Regular Meeting

Item Pub Hear2

Planning Commission to conduct a Public Hearing to consider a Final Plat and Contract for Public Improvements of Dollar General Plat 1, a replat of Lots 2A, 2B, 2C, Eisele Subdivision, commonly identified as 1008 W. Overland Drive

Staff Contact:



**City of Scottsbluff
Subdivision Application**
Permit Identifier 2023-1SD

Type: Final Plat

Applicant Name Brandon Short Applicant Address 2323 Dixon St Des Moines, IA

Applicant Email brandon@pelds.com Applicant Phone 5152658196

Contact Name First Link LLC - Lou Pappan Contact Address PO Box 38548 Pittsburgh, PA 15238

Contact Email loupappan@firstlinkllc.com Contact Phone

Subdivision Information

Proposed Name of Subdivision Dollar General Plat 1

General Location/Address Lots 2a, 2, 2c, Eisele Subdivision

Legal Description LT 2A, 2B, 2C EISELE SUBDIV REPLAT BLK 2

Current Zoning District(s) c-2

Total Area (square feet or acre) 1.78 ac

Number of Past Replat/Plat Amendments

Describe the reason for the subdivision

Combine parcels for development as a single lot.

PREPARED BY: PELDS DESIGN SERVICES - 2323 DIXON STREET, DES MOINES, IOWA 50316 - PH. (515)265-8196

FINAL PLAT DOLLAR GENERAL PLAT 1

SHEET 1 OF 2

WESTMOOR 2ND ADDITION

OWNER:
MARLENE J. HENKEL

W. OVERLAND DRIVE

CONCRETE SURFACE IN GOOD CONDITION
POSTED SPEED LIMIT = 30 MPH

FOUND 5/8" DIA. REBAR

FND 5/8" DIA. REBAR

FND 1/2" DIA. REBAR

N89° 27' 24"E 551.95' (M)

N89° 36' 11"E 83.87' (M)

N89° 21' 18"E 202.07' (M)

N89° 27' 08"E 84.11' (M)

N89° 26' 11"E 124.34' (M)

FND 5/8" REBAR TIED W/RIBBON

NOTE:
THIS DRAWING IS BEING MADE AVAILABLE BY PELDS DESIGN SERVICES (P.D.S.) FOR USE ON THIS PROJECT IN ACCORDANCE WITH P.D.S.'S AGREEMENT FOR PROFESSIONAL

(CONSEQUENTIAL OR OTHERWISE) FOR ANY USE OF THESE DRAWINGS (OR ANY PART THEREOF) EXCEPT IN ACCORDANCE WITH P.D.S.'S AGREEMENT FOR PROFESSIONAL

EISELE SUBDIVISION

LOT 3D EISELE SUBDIVISION

OWNER:
HOME DREAMERS LLC

SE COR LOT 2
FND 5/8" REBAR

SW COR LOT 1
FND 1/2" DIA. REBAR

HAIGVILLE SUBDIVISION

LOT 1 BLK 1 DOLLAR GENERAL PLAT 1 1.78 ACRES ±

FND 5/8" REBAR WOC #331
0.1' EAST ± OF PROPERTY LINE

SE COR LOT 1
FND 5/8" REBAR
w/WHITE PAINT

SW COR LOT 1
FND 1/2" DIA. REBAR

FND 5/8" REBAR
W/ WHITE PAINT

FND 5/8" REBAR
W/WHITE PAINT

FND 5/8" REBAR
WYC #562

FOUND 5/8" DIA. REBAR
W/ WHITE PAINT

EISELE SUBDIVISION
REPLAT LT 1A

DATE OF SURVEY:

06.27.2023

RECORD INDEX:

LOCATION:

S27-T22N-R55W

REQUESTOR:

FIRST LINK LLC

PROPRIETOR(S) AT TIME OF SURVEY:

CLIFFORD D. & LAURA C. HILBERT

PROPRIETOR ADDRESS:

1125 17TH ST

GERING NE, 69341

SITE ADDRESS:

N/A

SURVEYOR:

AIVARS PELDS

COMPANY:

PELDS DESIGN SERVICES

RETURN TO:

2323 DIXON STREET

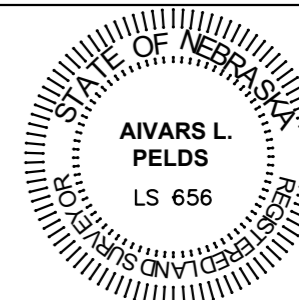
DES MOINES, IA 50316

LEGAL DESCRIPTION:

LOTS 2A, 2B, AND 2C, EISELE SUBDIVISION, A REPLAT OF LOT 2, EISELE SUBDIVISION TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA.

NOTE:

1. THERE ARE NO AREAS DEDICATED TO PUBLIC USE DEDICATED TO THIS PLAT.



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF NEBRASKA.

AIVARS L. PELDS, P.E. NE. LIC. NO. 656 DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023

ADDITIONAL PAGES OR SHEETS COVERED BY THIS SEAL (NONE UNLESS INDICATED HERE): 1 & 2



FINAL PLAT DOLLAR GENERAL PLAT 1 SCOTTSBLUFF NE, 69361

PROJECT NO.	DATE	SCALE	BY	CHECKED
2323	9.26.2023	1" = 60'	A. BRADFIELD	

PREPARED BY: PELDS DESIGN SERVICES - 2323 DIXON STREET, DES MOINES, IOWA 50316 - PH. (515)265-8196

FINAL PLAT DOLLAR GENERAL PLAT 1

SHEET 2 OF 2

SURVEYOR'S CERTIFICATE

I, AIVARS L. PELDS, NEBRASKA REGISTERED LAND SURVEYOR NO. 656, DULY REGISTERED UNDER THE LAND SURVEYOR'S REGISTRATION ACT, HERBY CERTIFY THAT I, OR UNDER MY DIRECT SUPERVISION HAVE SURVEYED LOTS 2A, 2B, AND 2C IN EISELE SUBDIVISION A REPLAT OF LOT 2, EISELE SUBDIVISION, TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA.

THAT THE ACCOMPANYING PLAT IS A TRUE DELINEATION OF SAID SURVEY DRAWN TO A SCALE OF 60 FEET TO THE INCH. THAT ALL MONUMENTS FOUNT OR SET ARE MARKED AS SHOWN. THAT ALL DIMENSIONS ARE IN FEET AND DECIMALS OF A FOOT, THAT SAID SURVEY, TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND IN ACCORDANCE WITH THE LAND SURVEYORS REGULATION ACT IN EFFECT AT THE TIME OF THIS SURVEY.

WITNESS MY HAND AND SEAL THIS ____ DAY OF ____ 2023

FROM THE FIRM OF PELDS DESIGN SERVICES.



AIVARS L. PELDS, P.E. NE. LIC. NO. 656

ACKNOWLEDGEMENT

BEFORE ME, A NOTARY PUBLIC, QUALIFIED AND ACTING IN SAID COUNTY, PERSONALLY CAME CLIFFORD D. HILBERT, HUSBAND, TO ME KNOW AS THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED TO THE FOREGOING "OWNER'S STATEMENT" AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND SEAL THIS ____ DAY OF ____ 2023

MY COMMISSION EXPIRES

NOTARY PUBLIC

OWNER'S STATEMENT

WE, THE UNDERSIGNED, BEING THE OWNERS OF LOTS 2A, 2B, & 2C IN EISELE SUBDIVISION, A REPLAT OF LOT 2, EISELE SUBDIVISION TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA AS DESCRIBED IN THE FOREGOING 'SURVEYOR'S CERTIFICATE' AND SHOWN AN THE ACCOMPANYING PLAT.

THAT THE FOREGOING PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS. WE HEREBY DEDICATE THESE STREET S AND EASEMENTS SHOWN FOR THE USE AND BENEFIT OF THE PUBLIC.

DATED THIS ____ DAY OF ____ 2023

BY: CLIFFORD D. HILBERT, HUSBAND

BY: LAURA C. HILBERT, WIFE

ACKNOWLEDGEMENT

BEFORE ME, A NOTARY PUBLIC, QUALIFIED AND ACTING IN SAID COUNTY, PERSONALLY CAME LAURA C. HILBERT, WIFE, TO ME KNOW AS THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED TO THE FOREGOING "OWNER'S STATEMENT" AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND SEAL THIS ____ DAY OF ____ 2023

MY COMMISSION EXPIRES

NOTARY PUBLIC

APPROVAL & ACCEPTANCE

The foregoing plat of LOTS 2A, 2B & 2C IN EISELE SUBDIVISION, A REPLAT 2 LOT 2, EISELE SUBDIVISION, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY NEBRASKA. Is hereby approved by the Mayor and city Council of the City of Scottsbluff, Scotts Bluff County, Nebraska, by resolution duly passed

this ____ day of ____ 2023

MAYOR: JEANNE MCKERRIGAN

ATTEST:

CITY CLERK

FINAL PLAT
DOLLAR GENERAL PLAT 1
SCOTTSBLUFF NE, 69361

PROJECT NO.	DATE	SCALE	PROJECT NO.	DATE
----	A. BRADFIELD	N/A	9.26.2023	22-194

FINAL PLAT

CONTRACT FOR PUBLIC IMPROVEMENTS

This Contract for Public Improvements (“Agreement”) is made this _____ day of _____, 20__, between **City of Scottsbluff, Nebraska**, a Municipal Corporation, hereafter called “City”, and **First Link 4, LLC**, a Delaware limited liability company, hereafter called “Owner”.

RECITALS

1. Owner is under contract to acquire real estate described as follows:

Lots 2A, 2B, and 2C, Eisele Subdivision, a Replat of Lot 2, Eisele Subdivision to the City of Scottsbluff, Scotts Bluff County, Nebraska.

This real estate will hereafter be called the “Property”.

2. Certain offsite improvements in the area which are required by the Scottsbluff Municipal Code to be constructed by the Owner in connection with Owner’s development of the Property have not been constructed. The parties desire to memorialize their agreement with respect to the construction of these improvements. For that purpose, Owner desires to bind itself and its successors in interest to construct the improvements in accordance with the Scottsbluff Municipal Code as hereinafter provided.

AGREEMENTS OF THE PARTIES

In consideration of the mutual promises of the parties, it is agreed as follows:

3. By May 31, 2024 (the “Completion Date”), Owner shall cause to be constructed, all in accordance with the plans and specifications to be approved by the City, which approval will not be unreasonably withheld, the following:

387 feet of twelve-inch (12”) sanitary main and 387 feet of twelve inch (12”) storm main to connect the Property to the public system as shown on Site Improvements dated September 1, 2023, prepared by Pelds Design Services (the “Improvements”).

The parties recite their understanding that the Improvements described above may change when the final plans and specifications are approved. The cost of these Improvements shall be paid by the Owner.

4. All Improvements described in this Agreement shall be constructed in accordance with plans and specifications approved by the City and in accordance with all ordinances and codes adopted by the City. Owner shall notify City upon substantial completion of the Improvements. Within five (5) days following Owner’s notice of substantial completion, Owner and City shall schedule an inspection of the Improvements, and Owner and City shall determine a list of any incomplete items, if any (the “Punchlist”). Any Punchlist items shall be completed by Owner within thirty (30) days after finalization of the Punchlist. The City Council shall accept the Improvements

upon completion of the Punchlist items, or if there are no Punchlist Items, upon substantial completion of the Improvements. All the Improvements shall become the property of the City immediately upon acceptance of the Improvements by the City Council. Owner warrants such Improvements against latent defects for a period of one year from the date of the acceptance of the Improvements.

5. Should Owner fail to construct the Improvements on or before the Completion Date, the City may do so. In such event, Owner shall reimburse the City for all out of pocket costs expended by the City in constructing such Improvements within thirty (30) days of receipt of an invoice for such costs. All Improvements described in this Agreement shall be constructed in accordance with plans and specifications approved by the City and in accordance with all ordinances and codes adopted by the City. If Owner fails to reimburse the City as required herein, the City may at its option, assess all or any part of the unreimbursed cost of the Improvements against the properties benefitted by the Improvements. If any installment of such special assessments is unpaid for a period of six (6) months after the same is delinquent, the City may mail written notice to Owner of that fact and demand that Owner pay such installment. If Owner fails to pay such installment within thirty (30) days after such notice is mailed, the City may proceed by appropriate action to enforce Owner's liability as described in this paragraph. In any such action the City shall be limited to the installments which are then-currently due, less sums previously paid. Any forbearance by the City to exercise any right granted to it in this contract shall not be considered a waiver of the City's rights unless set forth in writing.

6. Any notices permitted or required herein shall be deemed properly sent if sent by certified U.S. mail, postage prepaid, or by any nationally known overnight delivery service for next day delivery, to the respective party at the following address:

If to Owner: First Link 4, LLC
1300 Freeport Road
Pittsburgh, PA 15238
Attn: Louis Pappan

If to City: City of Scottsbluff, Nebraska
2525 Circle Drive
Scottsbluff, NE 69361

7. To secure Owner's liability, Owner agrees to provide a payment or performance bond consistent with the policies established by the City, which shall be maintained until termination of this Agreement. The estimated cost of the Improvements contemplated by Owner are agreed to be \$110,200.00. The parties recite their understanding that this is an estimate only and that the actual cost of the Improvements may differ from the estimate. The security furnished by Owner will be in the amount of the actual cost of the Improvements. It is contemplated that Owner will enter into a contract for the construction of the Improvements. The actual cost of the Improvements will be determined by the provisions of such contract. The bond shall provide that upon default of the

Owner under this Agreement and demand by the City, the City shall be paid all sums which the City is entitled to collect from Owner under this Agreement. If the sums collected by the City under the bond are not sufficient to satisfy Owner's liability to the City, Owner will remain liable for the balance. The City may, at its option, assess all or any part of the amounts owed by Owner for the Improvements described in paragraph 3 hereof and not covered by the bond and not paid for by Owner against the properties benefited by the Improvements. This paragraph will not be deemed a waiver of Owner's right to contest the extent to which the Owner's Property is benefited by the Improvements, or to contest the amount of any assessments levied against the Owner's Property.

8. Owner agrees to participate in and not object to the creation of any special improvement districts that may be subsequently created to maintain the Improvements.

9. This Agreement shall run with the land and shall bind, in addition to the parties, the successors and assigns of the respective parties.

10. In no event shall this Agreement be recorded or filed in its entirety in any public land or other public records of any jurisdiction, by any party. Notwithstanding the foregoing, the parties agree upon the request of either party to execute a commercially reasonable form of Memorandum of Contract suitable for filing in the Office of the Register of Deeds of Scotts Bluff County, Nebraska, to give notice of the fact that this Agreement has been executed. The party requesting execution of the Memorandum of Contract shall be responsible for the costs of filing same.

11. The Owner shall provide written notice to the City within 10 days after the closing or termination of the Owner's purchase contract. Upon the giving of notice of closing of the purchase contract, a Memorandum of Contract will be recorded as provided in paragraph 10 herein. Upon the giving of notice of termination of the purchase contract, this Agreement shall terminate, and Owner shall have no further obligation under this Agreement, including but not limited to the construction of the Improvements.

12. This Agreement shall automatically terminate upon the earlier of: (i) completion of the Punchlist Items, or if there are no Punchlist Items, upon substantial completion of the Improvements; or (ii) the Completion Date. At any time thereafter, the parties agree upon the request of either party to execute a commercially reasonable form of Termination of Memorandum of Contract suitable for filing in the Office of the Register of Deeds of Scotts Bluff County, Nebraska, if a Memorandum of Contract was recorded in accordance with the terms of this Agreement, and such obligation shall survive termination of this Agreement. The party requesting execution of the Termination of Memorandum of Contract shall be responsible for the costs of filing same.

IN WITNESS WHEREOF, the parties have set their hands the day and year first herein written.

City:

CITY OF SCOTTSBLUFF, NEBRASKA

Mayor

Dated _____

Attest:

City Clerk

Owner:

FIRST LINK 4, LLC

By: First Link Management, LLC, its Sole
Member

By: _____
Louis Pappan, Manager

Dated _____

City of Scottsbluff Planning Commission

Development Services Staff Report – Zachary Glaubius

Prepared on: October 24, 2023

For Hearing of: November 13, 2023



I. GENERAL INFORMATION

- A. Applicant:** Elara Jondle
2323 Dixon Street
Des Moines, IA 50316
First Link LLC
PO Box 38548
Pittsburgh, PA 15238

- B. Property**
 - Owner:** Clifford and Laura Hilbert
1125 17th Street
Gering, NE 69341

- C. Proposal:** Request to consolidate Lots 2A, 2B, and 2C Eisele Subdivision Replat Lot 2 into one lot (Lot 1, Block 1, Dollar General Plat 1)

- D. Legal Description:** Lots 2A, 2B, and 2C Eisele Subdivision Replat Lot 2

- E. Location:** 1008 W. Overland Drive

- F. Existing Zoning & Land Use:** C-2 Neighborhood and Retail Commercial

Size of Site: Approximately 1.78 Acres

II. BACKGROUND INFORMATION

A. General Neighborhood/Area Land Uses and Zoning:

Direction From Subject Site	Future Land Use Designation	Current Zoning Designation	Surrounding Development
North	Residential	R-1A Single Family Residential	Single-Family Dwellings
East	Automobile Commercial	C-2 Neighborhood and Retail Commercial	Storage Lot and Communication Tower
South	Automobile Commercial	C-3 Heavy Commercial	Vacant Lots
West	Residential	R-1A Single Family Residential	Single-Family Dwellings

B. Relevant Case History

1. Lot 2 was replatted into Lots 2A, 2B, and 2C in 2002.
2. The proposed replat would be the second replat.

III. ANALYSIS

- A. Comprehensive Plan:** The Future Land Use Map of the Comprehensive Plan currently shows the site as Automobile Commercial.
- B. Traffic & Access:**
 - 1. Current access to the existing lots is via frontage along West Overland Drive
 - 2. An unimproved alley is located to along the west and south borders of the plat.
- C. Utilities:**
 - 1. Water is located in the West Overland Drive right-of-way.
 - 2. Sewer and Stormwater infrastructure does not currently serve the property.
 - i. Per Developer's Agreement, sewer and stormwater mains will be installed in the alley to the south and tie into existing infrastructure in Avenue I.

IV. STAFF COMMENTS

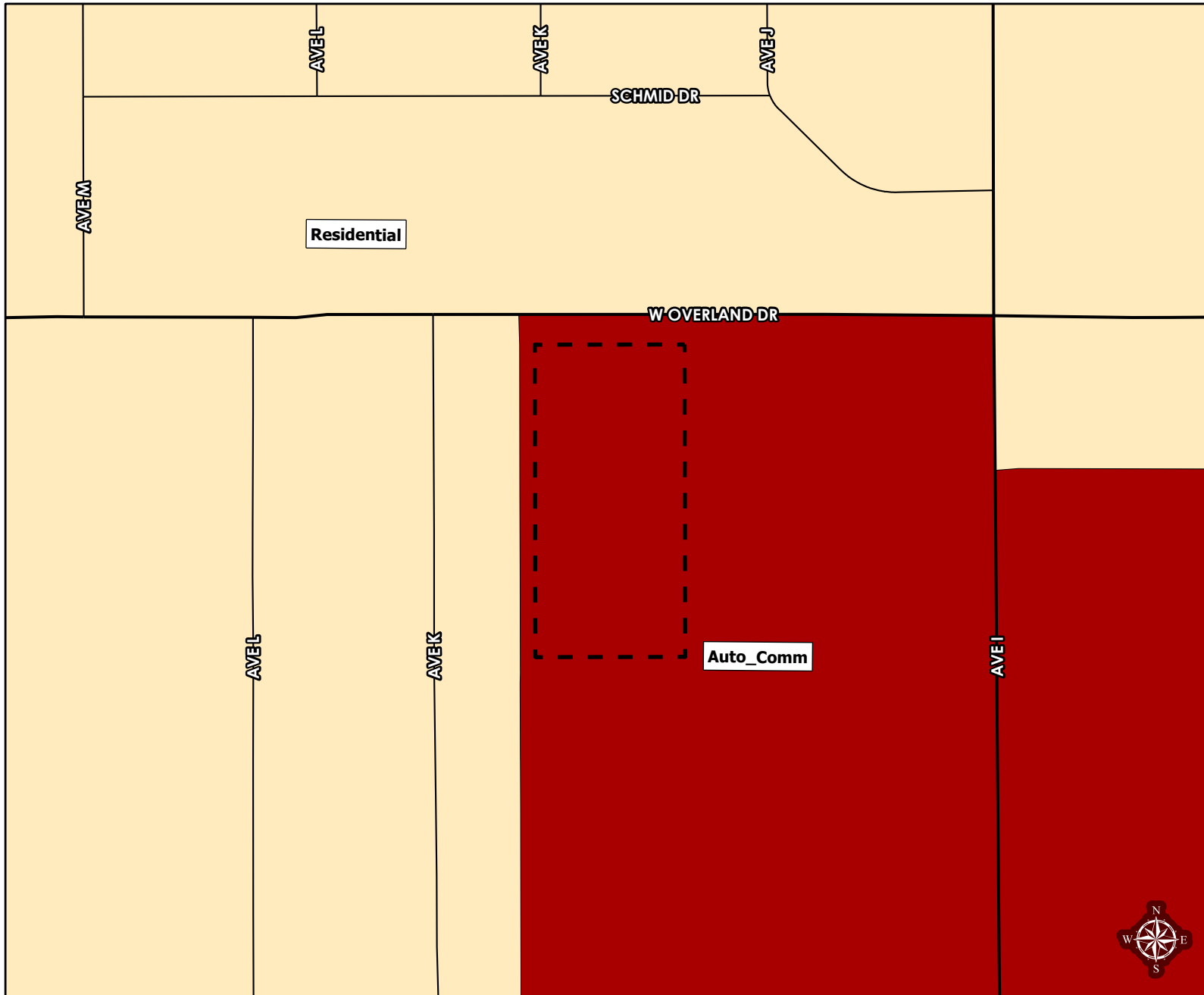
- A.** The proposed Lot 1 does not meet the requirements of 21-1-27 as there is no stormwater and sewer provided to the property.
- B.** The Developer's Agreement requires these to be built by a set date. Per 4-1-23, no building permit may be issued until requirements of Chapter 21 are met.

V. FINDINGS OF FACT

- A. Findings of Fact to Recommend Its Approval May Include:**
 - 1. The Comprehensive Plan identifies the area as automobile commercial and the replat will not change the commercial nature of the property.
 - 2. The Developer's Agreement requires the installation of sewer and stormwater as required by code.
- B. Findings of Fact to Not Recommend Approval May Include:**
 - 1. None

VI. STAFF RECCOMENDATION

- A.** Staff recommends Planning Commission recommend the approval of the Final Plat of Lot 1, Block 1, Dollar General Plat 1 and Contract for Public Improvements by the City Council.



- Proposed Changes
- 2016 Comp. Plan Land Use**
- Automobile Commercial
- Avenue B and Hospital Campus
- Central Business District
- East Overland
- Highway 26 Commercial
- Northwest Commercial
- Residential
- Rural
- Rural Residential
- SE Industrial and Commercial
- South Broadway
- WNCC and Surrounding Area
- Street Centerlines**
- Highway
- Main Road
- Residential/Rural
- 2016 Comp. Plan Development**
- LTD (10 - 20 yrs)
- NTD (Less than 5 yrs)
- STD (5 - 10 yrs)



Taylor Stephens
City of Scottsbluff GIS
Created on 11/8/2023
Coordinate System: NAD 1983 (2011)
StatePlane Nebraska FIPS 2600 Feet
Lambert Conformal Conic

The City makes no representation or warranty as to the accuracy, timeliness, or completeness, and in particular, its accuracy in labeling or displaying dimensions, contours, property boundaries, or placement or location of any map features thereon.