

# **City of Scottsbluff, Nebraska**

**Monday, March 4, 2019**

**Regular Meeting**

## **Item Reports2**

**Council to consider an Agreement with Eric & Brandy Reichert to excavate and remove soil and fill material from the stormwater detention facility located east of the 27th Street and Highway 26 intersection and authorize the Mayor to execute the Agreement.**

**Staff Contact: Nathan Johnson, City Manager**

## **AGREEMENT**

THIS AGREEMENT dated \_\_\_\_\_, 2019 by and between the City of Scottsbluff, Nebraska, a Municipal Corporation, ("City") and Eric Reichert and Brandy Reichert, husband and wife, ("Reichert").

### **RECITALS:**

- a. Reichert owns real estate which has recently been annexed within the City. The real estate is described as follows:

Lot 1, Block 1, Western Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska which is situated in the SW¼SW¼ of Section 19, Township 22 North, Range 54 West of the 6<sup>th</sup> P.M., Scotts Bluff County, Nebraska ("Real Estate").
- b. Reichert intends to develop a convenience store/truck stop on the Real Estate.
- c. The City owns a stormwater detention facility located just east of the 27<sup>th</sup> Street and Highway 26 intersection and lying parallel to the northeast of Highway 26 ("Facility").
- d. The City has certain development requirements including post-construction stormwater management through Stormwater Treatment Facilities ("detention facility") as set forth in Chapter 24 of the Scottsbluff Municipal Code.
- e. The parties have determined it would be mutually beneficial and in each of the parties best interests to allow Reichert to excavate and remove soil and fill material ("material") from the Facility and then place the material on the Real Estate in lieu of constructing a detention facility on their Real Estate.

### **AGREEMENT:**

1. **Obligation of Reichert:**
  - a. Reichert agrees to excavate and remove as much material from the Facility as is feasible without compromising the physical integrity of the Facility and to allow the proper operation and maintenance of the Facility. Reichert agrees to use the material only for placement on the Real Estate.
  - b. Reichert agrees to notify the City and to provide all traffic control necessary to enter and exit the Facility and Real Estate to safely excavate and transport the material. Reichert agrees to transport the material in a manner which will

cause minimal tract material on the streets of the City and Reichert will be responsible for the removal of any tract material on the streets as required, in a reasonable fashion. Reichert will also remove any tract material when requested by the City.

- c. Upon completing the excavation of material, Reichert agrees to leave the elevation and finish grade of the Facility in accordance with instruction from the City for seeding and to leave the Facility in good working order for the purpose of detaining and moving stormwater runoff.

2. **Obligation of City:**

- a. City agrees to permit Reichert to remove as much material from the Facility as is feasible without compromising the physical integrity, proper elevation, operation and maintenance of the Facility.
- b. City waives the requirement of a detention facility on the Real Estate developed by Reichert. Any permits required by Reichert which are conditioned upon a stormwater pollution prevention plan or a post-construction stormwater management plan will be issued by the City and the Reicherts will be allowed to develop the Real Estate without a detention facility, provided the elevations of the Real Estate are approved by the City.
- c. City agrees to stabilize and seed the disturbed areas of the Facility upon completion of the excavation of material by Reichert.
- d. City, upon notification by Reichert, agrees to complete a controlled burn of the Facility prior to excavation by Reichert.
- e. City agrees to provide geotechnical information to verify adequate soil and fill material are in the Facility prior to any excavation by Reichert.

3. **Term:** The parties agree all obligations and conditions in this Agreement will be met by \_\_\_\_\_, 2019. If the obligations or conditions have not been met by that date either party may, in its sole discretion, send written notice to the other party of their intent to terminate this Agreement. Upon written notification this Agreement will become null and void. The address to send written notification to each party is as follows:

City of Scottsbluff  
c/o City Manager  
2525 Circle Drive  
Scottsbluff, NE 69361

Eric Reichert & Brandy Reichert  
1502 19<sup>th</sup> Avenue  
Scottsbluff, NE 69361

4. **Indemnification and Insurance:** Reichert agrees to indemnify, protect and hold the City harmless from and against any and all liability, claims, losses, costs of investigation and defense, damaged property or bodily injury or death to any person, which may arise out of or be caused by the excavation of material and the transportation of material to the Real Estate. Reichert agrees to provide proof of liability insurance, sufficient in an amount solely within the discretion of the City, prior to beginning any excavation of material from the Facility.

5. **Independent Contractor:** Reichert will act as an independent contractor and not as an employee of the City. The City shall have no right to control the manner in which Reichert accomplishes the obligations of excavating material for their Real Estate. Reichert will provide all equipment, tools and machinery necessary to accomplish the excavation of material and agrees to carry out the obligations in a reasonable and timely fashion.

6. **General Provisions:**

- a. This Agreement and all rights hereunder may not be assigned by either party at any time.
- b. This Agreement may only be amended by a signed document from both parties.
- c. This Agreement will be interpreted according to the laws of the State of Nebraska.

CITY OF SCOTTSBLUFF, NEBRASKA,

By \_\_\_\_\_  
Raymond Gonzales, Mayor

ATTEST:

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

\_\_\_\_\_  
Eric Reichert

\_\_\_\_\_  
Brandy Reichert









SITE PLAN



Document Path: G:\Jobs\1SB100002 City Planning & Zoning\GIS\ScottsbluffDrain\GreenSolutionDesign\2 of 5 Scottsbluff Drain Green Solution Design - Phase 1 Perspective Rendering - 2019.mxd  
Date Saved: 2/28/2019 10:58:02 AM



EMERGENT WETLAND



WETLAND MEADOW



LOWLAND GRASS

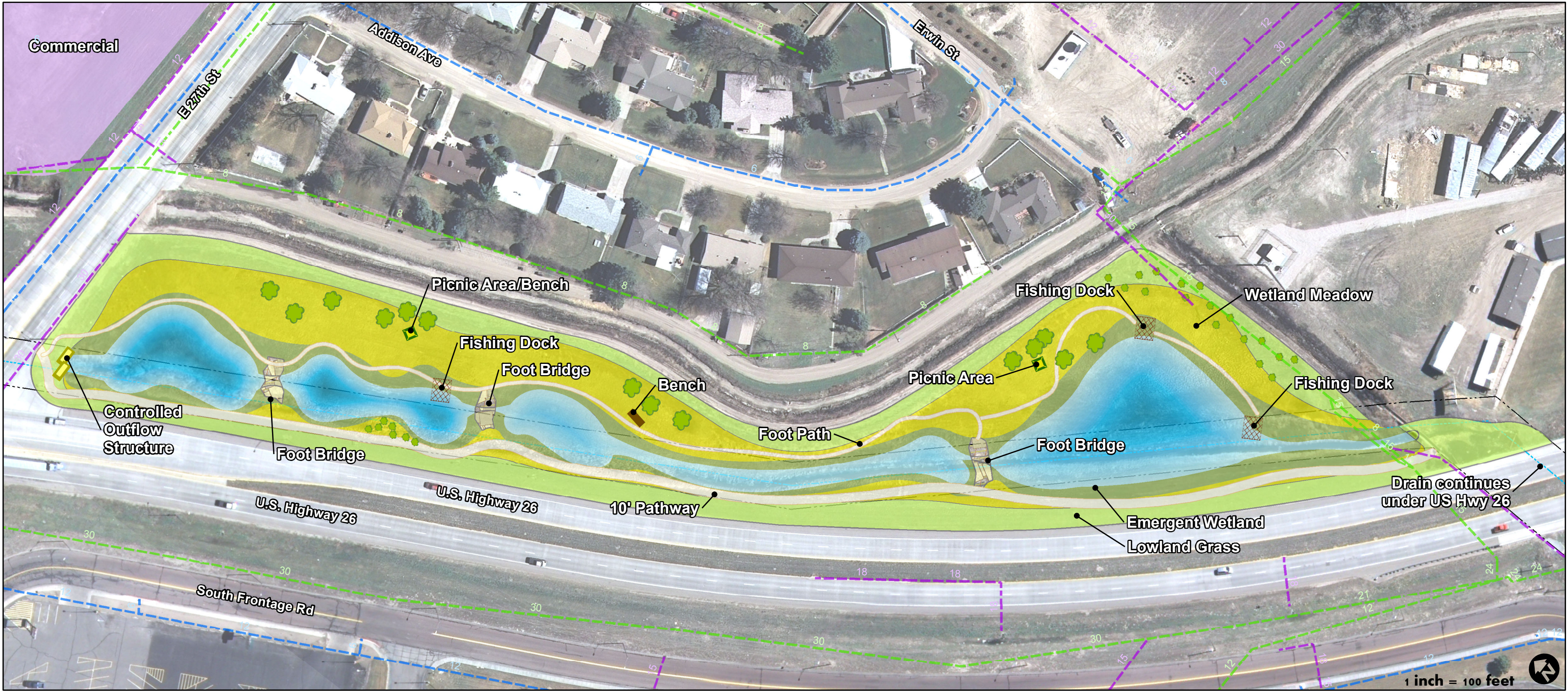
# SCOTTSBLUFF DRAIN GREEN SOLUTION DESIGN

## PHASE I - Perspective Rendering

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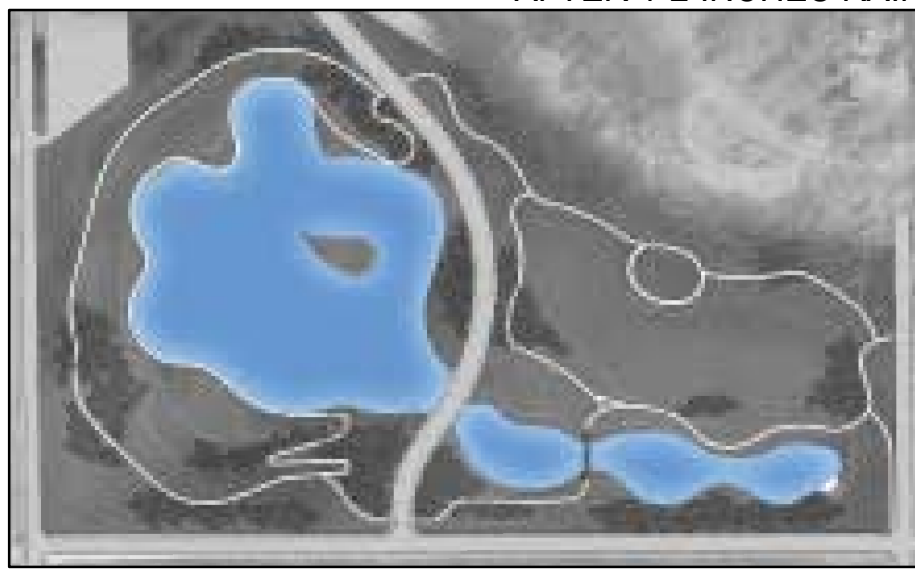




SITE PLAN



AFTER 1/2 INCH RAIN



AFTER 1-2 INCHES RAIN

- Storm Water Main
- Wastewater Main
- Water System Main
- Drain Centerline (Existing)
- Scottsbluff Drain ROW Line

# SCOTTSBLUFF DRAIN GREEN SOLUTION DESIGN PHASE I

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