

**CITY OF SCOTTSSLUFF**  
**Teleconference**  
**1-(866) 414-2828 Participant Code 168919#**  
**CITY COUNCIL AGENDA**

**Regular Meeting**  
**May 4, 2020**  
**6:00 PM**

1. Roll Call
2. Pledge of Allegiance.
3. **For public information, a copy of Governor Ricketts Limited Waiver Executive Order and the Nebraska Open Meetings Act is available for review.**
4. Notice of changes in the agenda by the city clerk (Additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless added under Item 5 of this agenda.)
5. Citizens with business not scheduled on the agenda (As required by state law, no matter may be considered under this item unless council determines that the matter requires emergency action.)
6. State of Nebraska Office of the Governor Executive Order No. 20-03 Corona Virus-Public Meetings Requirement Limited Waiver and Nebraska Open Meetings Act.
  - a) (informational only):
7. Closed Session
  - a) (Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda as per Section 84-1410 of the Nebraska Revised Statutes.)
8. Scottsbluff Youth Council
  - a) (informational only):
9. Consent Calendar: (Items in the consent calendar are proposed for adoption by one action for all items unless any member of the council requests that an item be considered separately.)
  - a) Approve the minutes of the April 20, 2020 Regular Meeting.
10. Claims
  - a) Council to consider and take action on claims of the City.
11. Bids & Awards:
  - a) Council to discuss and consider action on awarding the bid for the 23 Club Improvements Project, including base bid and all alternates, to Paul Reed Construction for \$1,205,090.16.
12. Resolution & Ordinances:
  - a) Council to discuss and consider action on the Professional Services Agreement

Supplement No. 5 Preliminary Engineering between the City of Scottsbluff and M.C. Schaff & Associates for the Scottsbluff Monument Valley Pathway North Project and approve the Resolution.

13. Reports from Staff, Boards & Commissions:
  - a) Council to discuss and consider action on the contract renewal for the postage machine at City Hall with Quadient Leasing and authorize the Mayor to sign the Agreement
  - b) Council to receive an update on status and options for handling solid waste.
  - c) Council to receive an update on progress with negotiating Allo Franchise payments.
  - d) Council to receive an update regarding the City's response to Covid-19.
  - e) Council to discuss and consider action on extending Interim City Manager Rick Kuckkahn's Manager Agreement.
14. Council reports (informational only): This item is intended for Council Members to update and inform other Council Members of meetings attended since the last City Council meeting.
15. Adjournment.

# **City of Scottsbluff, Nebraska**

**Monday, May 4, 2020**

**Regular Meeting**

## **Item State1**

**(informational only):**

**Staff Contact:**

**STATE OF NEBRASKA  
OFFICE OF THE GOVERNOR**

**EXECUTIVE ORDER NO. 20-03**

**CORONA VIRUS – PUBLIC MEETINGS  
REQUIREMENT LIMITED WAIVER**





STATE of NEBRASKA  
OFFICE OF THE GOVERNOR  
LINCOLN

EXECUTIVE ORDER NO. 20—03  
CORONA VIRUS – PUBLIC MEETINGS REQUIREMENT LIMITED WAIVER

**WHEREAS**, In order to provide flexibility to assist in meeting the emergency conditions and subsequent impacts brought on from COVID-19, a state of emergency was declared in Nebraska on March 13, 2020; and

**WHEREAS**, the State of Nebraska is committed to providing seamless government operations to the people of Nebraska throughout the state of emergency; and

**WHEREAS**, state and local governmental boards, commissions and other public bodies must comply with the Open Meetings Act so that citizens may exercise their democratic privilege of participating in meeting of public bodies; and

**WHEREAS**, for public health purposes, meetings and gatherings have now been limited to no more than 50 people and may be further limited if the presence of COVID-19 warrants;

**NOW THEREFORE**, I, Pete Ricketts, Governor of the State of Nebraska, by virtue of the authority vested in me by the Constitution and laws of Nebraska, hereby issue this limited waiver of certain requirements of the Nebraska Open Meetings Act.

Pursuant to this declaration, I hereby order the following:

1. This executive order applies to all governing bodies as defined in Neb. Rev. Stat. §84-1409 (1) and to all public meetings as defined in Neb. Rev. Stat. § 84-1409 (2).
2. All governing bodies may meet by videoconference or by telephone conferencing or by conferencing by other electronic communication so long as there is made available at such meeting access to members of the public and to members of the media.

3. The advanced publicized notice and the agenda requirements for meetings that are set forth in Neb. Rev. Stat. §84-1411 and the remaining provisions of Nebraska's Open Meeting Act shall continue to be complied with by all governing bodies and are not waived by this executive order.
4. This waiver shall apply to all public governing body meetings that occur from today through May 31, 2020.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the State of Nebraska to be affixed on this 17th day of March, 2020.

ATTEST:



\_\_\_\_\_  
Pete Ricketts, Governor



\_\_\_\_\_  
Robert B. Evnen, Secretary of State



# Open Meetings Act

§ 84-1407. Act, how cited.

Sections [84-1407](#) to [84-1414](#) shall be known and may be cited as the Open Meetings Act.

Source: [Laws 2004, LB 821, § 34.](#)

**84-1408. Declaration of intent; meetings open to public.**

It is hereby declared to be the policy of this state that the formation of public policy is public business and may not be conducted in secret.

Every meeting of a public body shall be open to the public in order that citizens may exercise their democratic privilege of attending and speaking at meetings of public bodies, except as otherwise provided by the Constitution of Nebraska, federal statutes, and the Open Meetings Act.

Source: Laws 1975, LB 325, § 1; Laws 1996, LB 900, § 1071; [Laws 2004, LB 821, § 35.](#)

§ 84-1409. Terms, defined.

For purposes of the Open Meetings Act, unless the context otherwise requires:

(1)(a) Public body means (i) governing bodies of all political subdivisions of the State of Nebraska, (ii) governing bodies of all agencies, created by the Constitution of Nebraska, statute, or otherwise pursuant to law, of the executive department of the State of Nebraska, (iii) all independent boards, commissions, bureaus, committees, councils, subunits, or any other bodies created by the Constitution of Nebraska, statute, or otherwise pursuant to law, (iv) all study or advisory committees of the executive department of the State of Nebraska whether having continuing existence or appointed as special committees with limited existence, (v) advisory committees of the bodies referred to in subdivisions (i), (ii), and (iii) of this subdivision, and (vi) instrumentalities exercising essentially public functions; and

(b) Public body does not include (i) subcommittees of such bodies unless a quorum of the public body attends a subcommittee meeting or unless such subcommittees are holding hearings, making policy, or taking formal action on behalf of their parent body, except that all meetings of any subcommittee established under section [81-15,175](#) are subject to the Open Meetings Act, and (ii) entities conducting judicial proceedings unless a court or other judicial body is exercising rulemaking authority, deliberating, or deciding upon the issuance of administrative orders;

(2) Meeting means all regular, special, or called meetings, formal or informal, of any public body for the purposes of briefing, discussion of public business, formation of tentative policy, or the taking of any action of the public body; and

(3) Videoconferencing means conducting a meeting involving participants at two or more locations through the use of audio-video equipment which allows participants at each location to hear and see each meeting participant at each other location, including public input. Interaction between meeting participants shall be possible at all meeting locations.

Source: Laws 1975, LB 325, § 2; Laws 1983, LB 43, § 1; Laws 1989, LB 429, § 42; Laws 1989, LB 311, § 14; Laws 1992, LB 1019, § 124; Laws

Open Meetings Act

1993, LB 635, § 1; Laws 1996, LB 1044, § 978; Laws 1997, LB 798, § 37; [Laws 2004, LB, § 36.](#) [Laws 2007, LB296, § 810.](#) [Laws 2011, LB366, § 2.](#)

§ 84-1410. Closed session; when; purpose; reasons listed; procedure; right to challenge; prohibited acts; chance meetings, conventions, or workshops.

(1) Any public body may hold a closed session by the affirmative vote of a majority of its voting members if a closed session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting. The subject matter and the reason necessitating the closed session shall be identified in the motion to close. Closed sessions may be held for, but shall not be limited to, such reasons as:

(a) Strategy sessions with respect to collective bargaining, real estate purchases, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body;

(b) Discussion regarding deployment of security personnel or devices;

(c) Investigative proceedings regarding allegations of criminal misconduct;

(d) Evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting;

(e) For the Community Trust created under section [81-1801.02](#), discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster; or

(f) For public hospitals, governing board peer review activities, professional review activities, review and discussion of medical staff investigations or disciplinary actions, and any strategy session concerning transactional negotiations with any referral source that is required by federal law to be conducted at arms length.

Nothing in this section shall permit a closed meeting for discussion of the appointment or election of a new member to any public body.

(2) The vote to hold a closed session shall be taken in open session. The entire motion, the vote of each member on the question of holding a closed session, and the time when the closed session commenced and concluded shall be recorded in the minutes. If the motion to close passes, then the presiding officer immediately prior to the closed session shall restate on the record the limitation of the subject matter of the closed session. The public body holding such a closed session shall restrict its consideration of matters during the closed portions to only those purposes set forth in the motion to close as the reason for the closed session. The meeting shall be reconvened in open session before any formal action may be taken. For purposes of this section, formal action shall mean a collective decision or a collective commitment or promise to make a decision on any question, motion, proposal, resolution, order, or ordinance or formation of a position or policy but shall not include negotiating guidance given by members of the public body to legal counsel or other negotiators in closed sessions authorized under subdivision (1)(a) of this section.

(3) Any member of any public body shall have the right to challenge the continuation of a closed session if the member determines that the session has exceeded the reason stated in the original motion to hold a closed session or if the member contends that the closed session is neither clearly necessary for (a) the protection of the public interest or (b) the prevention of needless injury to the reputation of an individual. Such challenge shall be overruled only by a majority vote of the members of the public body. Such challenge and its disposition shall be recorded in the minutes.

(4) Nothing in this section shall be construed to require that any meeting be closed to the public. No person or public body shall fail to invite a portion of its members to a meeting, and no public body shall designate itself a subcommittee of the whole body for the purpose of circumventing the Open Meetings Act. No closed session, informal meeting, chance meeting, social gathering, email, fax, or other electronic communication shall be used for the purpose of circumventing the requirements of the act.

(5) The act does not apply to chance meetings or to attendance at or travel to conventions or workshops of members of a public body at which there is no meeting of the body then intentionally convened, if there is no vote or other action taken regarding any matter over which the public body has supervision, control, jurisdiction, or advisory power.

Source: Laws 1975, LB 325, § 3; Laws 1983, LB 43, § 2; Laws 1985, LB 117, § 1; Laws 1992, LB 1019, § 125; Laws 1994, LB 621, § 1; Laws 1996, LB 900, § 1072; Laws 2004, LB 821, § 37; Laws 2004, LB 1179, § 1; Laws 2006, LB 898, § 1; Laws 2011, LB390, § 29; Laws 2012, LB995, § 17.

§ 84-1411. Meetings of public body; notice; contents; when available; right to modify; duties concerning notice; videoconferencing or telephone conferencing authorized; emergency meeting without notice; appearance before public body.

(1) Each public body shall give reasonable advance publicized notice of the time and place of each meeting by a method designated by each public body and recorded in its minutes. Such notice shall be transmitted to all members of the public body and to the public. Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (a) twenty-four hours before the scheduled commencement of the meeting or (b) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2) A meeting of a state agency, state board, state commission, state council, or state committee, of an advisory committee of any such state entity, of an organization created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a public power district having a chartered territory of more than one county in this state, of the governing body of a public power and irrigation district having a chartered territory of more

than one county in this state, of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act, or of a community college board of governors may be held by means of videoconferencing or, in the case of the Judicial Resources Commission in those cases specified in section 24-1204, by telephone conference, if:

(a) Reasonable advance publicized notice is given;

(b) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recordation by audio or visual recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if videoconferencing or telephone conferencing was not used;

(c) At least one copy of all documents being considered is available to the public at each site of the videoconference or telephone conference;

(d) At least one member of the state entity, advisory committee, board, council, or governing body is present at each site of the videoconference or telephone conference, except that a member of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis, an organization created under the Municipal Cooperative Financing Act, or a governing body of a risk management pool or an advisory committee of such organization or pool may designate a nonvoting designee, who shall not be included as part of the quorum, to be present at any site; and

(e)(i) Except as provided in subdivision (2)(c)(ii) of this section, no more than one-half of the state entity's, advisory committee's, board's, council's, or governing body's meetings in a calendar year are held by videoconference or telephone conference; or

(ii) In the case of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act, such organization holds at least one meeting each calendar year that is not by videoconferencing or telephone conferencing.

Videoconferencing, telephone conferencing, or conferencing by other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(3) A meeting of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of an entity formed under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act, of a community college board of governors, of the governing body of a public power district, of the governing body of a public power and irrigation district, or of the Nebraska Brand Committee may be held by telephone conference call if:

(a) The territory represented by the educational service unit, member educational service units, community college board of governors, public power district, public power and irrigation district, Nebraska Brand Committee, or member public agencies of the entity or pool covers more than one county;



(b) Reasonable advance publicized notice is given which identifies each telephone conference location at which there will be present: (i) A member of the educational service unit board, council, community college board of governors, governing body of a public power district, governing body of a public power and irrigation district, Nebraska Brand Committee, or entity's or pool's governing body; or (ii) A nonvoting designee designated under subdivision (3)(f) of this section;

(c) All telephone conference meeting sites identified in the notice are located within public buildings used by members of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, Nebraska Brand Committee, or entity or pool or at a place which will accommodate the anticipated audience;

(d) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recordation by audio recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if a telephone conference call was not used;

(e) At least one copy of all documents being considered is available to the public at each site of the telephone conference call;

(f) At least one member of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, Nebraska Brand Committee, or governing body of the entity or pool is present at each site of the telephone conference call identified in the public notice, except that a member of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis, an organization created under the Municipal Cooperative Financing Act, or a governing body of a risk management pool or an advisory committee of such organization or pool may designate a nonvoting designee, who shall not be included as part of the quorum, to be present at any site;

(g) The telephone conference call lasts no more than five hours; and

(h) No more than one-half of the board's, council's, governing body's, committee's, entity's, or pool's meetings in a calendar year are held by telephone conference call, except that:

(i) The governing body of a risk management pool that meets at least quarterly and the advisory committees of the governing body may each hold more than one-half of its meetings by telephone conference call if the governing body's quarterly meetings are not held by telephone conference call or videoconferencing; and

(ii) An organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act may hold more than one-half of its meetings by telephone conference call if the organization holds at least one meeting each calendar year that is not by videoconferencing or telephone conference call.

Nothing in this subsection shall prevent the participation of consultants, members of the press, and other nonmembers of the governing body at sites not identified in the public notice. Telephone conference calls, emails, faxes, or other electronic communication shall not be used to

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circumvent any of the public government purposes established in the Open Meetings Act.

(4) The secretary or other designee of each public body shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification to them of the time and place of each meeting and the subjects to be discussed at that meeting.

(5) When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes and any formal action taken in such meeting shall pertain only to the emergency. Such emergency meetings may be held by means of electronic or telecommunication equipment. The provisions of subsection (4) of this section shall be complied with in conducting emergency meetings. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public by no later than the end of the next regular business day.

(6) A public body may allow a member of the public or any other witness other than a member of the public body to appear before the public body by means of video or telecommunications equipment.

**Source:** Laws 1975, LB 325, § 4; Laws 1983, LB 43, § 3; Laws 1987, LB 663, § 25; Laws 1993, LB 635, § 2; Laws 1996, LB 469, § 6; Laws 1996, LB 1161, § 1; Laws 1999, LB 47, § 2; Laws 1999, LB 87, § 100; Laws 1999, LB 461, § 1; Laws 2000, LB 968, § 85; Laws 2004, LB 821, § 38; Laws 2004, LB 1179, § 2; Laws 2006, LB 898, § 2; Laws 2007, LB 199, § 9; Laws 2009, LB 361, § 2; Laws 2012, LB 735, § 1; Laws 2013, LB 510, § 1; Laws 2017, LB 318, § 1; Laws 2019, LB 212, § 5.  
**Effective Date:** September 1, 2019

**§ 84-1412. Meetings of public body; rights of public; public body; powers and duties.**

(1) Subject to the Open Meetings Act, the public has the right to attend and the right to speak at meetings of public bodies, and all or any part of a meeting of a public body, except for closed sessions called pursuant to section [84-1410](#), may be videotaped, televised, photographed, broadcast, or recorded by any person in attendance by means of a tape recorder, camera, video equipment, or any other means of pictorial or sonic reproduction or in writing.

(2) It shall not be a violation of subsection (1) of this section for any public body to make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, televising, photographing, broadcasting, or recording its meetings. A body may not be required to allow citizens to speak at each meeting, but it may not forbid public participation at all meetings.

(3) No public body shall require members of the public to identify themselves as a condition for admission to the meeting nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. The body may require any member of the public desiring to address the body to identify himself or herself.

(4) No public body shall, for the purpose of circumventing the Open Meetings Act, hold a meeting in a place known by the body to be too small to accommodate the anticipated audience.

(5) No public body shall be deemed in violation of this section if it holds its meeting in its traditional meeting place which is located in this state.

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Effective 9/1/2019

(6) No public body shall be deemed in violation of this section if it holds a meeting outside of this state if, but only if:

(a) A member entity of the public body is located outside of this state and the meeting is in that member's jurisdiction;

(b) All out-of-state locations identified in the notice are located within public buildings used by members of the entity or at a place which will accommodate the anticipated audience;

(c) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including making a telephone conference call available at an in-state location to members, the public, or the press, if requested twenty-four hours in advance;

(d) No more than twenty-five percent of the public body's meetings in a calendar year are held out-of-state;

(e) Out-of-state meetings are not used to circumvent any of the public government purposes established in the Open Meetings Act;

(f) Reasonable arrangements are made to provide viewing at other in-state locations for a videoconference meeting if requested fourteen days in advance and if economically and reasonably available in the area; and

(g) The public body publishes notice of the out-of-state meeting at least twenty-one days before the date of the meeting in a legal newspaper of statewide circulation.

(7) The public body shall, upon request, make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at the meeting.

(8) Public bodies shall make available at the meeting or the in-state location for a telephone conference call or videoconference, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed at an open meeting. Public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. At the beginning of the meeting, the public shall be informed about the location of the posted information.

**Source:** Laws 1975, LB 325, § 5; Laws 1983, LB 43, § 4; Laws 1985, LB 117, § 2; Laws 1987, LB 324, § 5; Laws 1996, LB 900, § 1073; Laws 2001, LB 250, § 2; Laws 2004, LB 821, § 39; Laws 2006, LB 898, § 3; Laws 2008, LB 962, § 1.

**§ 84-1413. Meetings; minutes; roll call vote; secret ballot; when.**

(1) Each public body shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed.

(2) Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the public body in open session, and the record shall state how each member voted or if the member was absent or not voting. The requirements of a roll call or viva voce vote shall be satisfied by a public body which utilizes an electronic voting device which allows the yeas and nays of each member of such public body to be readily seen by the public.

(3) The vote to elect leadership within a public body may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.

Open Meetings Act

(4) The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public records and open to public inspection during normal business hours.

(5) Minutes shall be written, except as provided in subsection (6) of this section, and available for inspection within ten working days or prior to the next convened meeting, whichever occurs earlier, except that cities of the second class and villages may have an additional ten working days if the employee responsible for writing the minutes is absent due to a serious illness or emergency.

(6) Minutes of the meetings of the board of a school district or educational service unit may be kept as an electronic record.

**Source:** Laws 1975, LB 325, § 6; Laws 1978, LB 609, § 3; Laws 1979, LB 86, § 9; Laws 1987, LB 663, § 26; Laws 2005, LB 501, § 1; Laws 2009, LB 361, § 3; Laws 2015, LB 365, § 2; Laws 2016, LB 876, § 1.

**§ 84-1414. Unlawful action by public body; declared void or voidable by district court; when; duty to enforce open meeting laws; citizen's suit; procedure; violations; penalties.**

(1) Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in violation of the Open Meetings Act shall be declared void by the district court if the suit is commenced within one hundred twenty days of the meeting of the public body at which the alleged violation occurred. Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in substantial violation of the Open Meetings Act shall be voidable by the district court if the suit is commenced more than one hundred twenty days after but within one year of the meeting of the public body in which the alleged violation occurred. A suit to void any final action shall be commenced within one year of the action.

(2) The Attorney General and the county attorney of the county in which the public body ordinarily meets shall enforce the Open Meetings Act.

(3) Any citizen of this state may commence a suit in the district court of the county in which the public body ordinarily meets or in which the plaintiff resides for the purpose of requiring compliance with or preventing violations of the Open Meetings Act, for the purpose of declaring an action of a public body void, or for the purpose of determining the applicability of the act to discussions or decisions of the public body. It shall not be a defense that the citizen attended the meeting and failed to object at such time. The court may order payment of reasonable attorney's fees and court costs to a successful plaintiff in a suit brought under this section.

(4) Any member of a public body who knowingly violates or conspires to violate or who attends or remains at a meeting knowing that the public body is in violation of any provision of the Open Meetings Act shall be guilty of a Class IV misdemeanor for a first offense and a Class III misdemeanor for a second or subsequent offense.

**Source:** Laws 1975, LB 325, § 9; Laws 1977, LB 39, § 318; Laws 1983, LB 43, § 5; Laws 1992, LB 1019, § 126; Laws 1994, LB 621, § 2; Laws 1996, LB 900, § 1074; Laws 2004, LB 821, § 40; Laws 2006, LB 898, § 4.

# **City of Scottsbluff, Nebraska**

**Monday, May 4, 2020**

**Regular Meeting**

## **Item Closed1**

**(Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda as per Section 84-1410 of the Nebraska Revised Statutes.)**

**Staff Contact:**

# **City of Scottsbluff, Nebraska**

**Monday, May 4, 2020**

**Regular Meeting**

**Item SBYC1**

**(informational only):**

**Staff Contact:**



# **City of Scottsbluff, Nebraska**

**Monday, May 4, 2020**

**Regular Meeting**

## **Item Consent1**

**Approve the minutes of the April 20, 2020 Regular Meeting.**

**Staff Contact: City Council**

Regular Meeting  
April 20, 2020

The Scottsbluff City Council met in a regular meeting on April 20, 2020 at 6:00 p.m. Due to ongoing COVID 19 precautions and pursuant to a Limited Waiver Executive Order by Governor Ricketts the meeting was conducted by teleconference. A notice of the meeting had been published on April 17, 2020 in the Star Herald, a newspaper published and of general circulation in the City. The notice stated the date, hour and that the meeting would be held by teleconference by calling 1-866-414-2828, Participant Code 68919#. The notice also stated the meeting would be open to the public, that anyone with a disability desiring reasonable accommodations to attend the Council meeting should contact the City Clerk's office and that an agenda of the meeting kept continuously current was available by calling (308) 630-6221 during regular business hours; the City Council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice had been emailed to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and NBC Nebraska and the Star Herald. The notice was also available on the city's website on April 17, 2020. Mayor Gonzales presided and City Clerk Wright recorded the proceedings. The meeting was called to order and the Pledge of Allegiance was recited. Mayor Gonzales welcomed everyone in attendance and encouraged all citizens to participate in the meeting asking those wishing to speak to state their name and who they are representing for the record. Mayor Gonzales informed those in attendance that a copy of the Nebraska Open Meetings Act is included in the City Council packet and available online at Nebraska.gov/open-meetings. He asked anyone that is not an active participant in the meeting to mute their phone to avoid background noise during the meeting. He also reminded Council Members to identify themselves before making or seconding motions, for the record. The following Council Members were present: Raymond Gonzales, Jeanne McKerrigan, Scott Shaver, Nathan Green, and Terry Schaub. Also present on the teleconference were City Attorney Kent Hadenfeldt and Interim City Manager Rick Kuckkahn, along with Public Works Director Mark Bohl, Economic Development Director Starr Lehl, Dave Schaff with M.C. Schaff and Associates and Mark McCarthy of the Star Herald. Mayor Gonzales asked if there were any changes to the agenda. There were none. Mayor Gonzales asked if any citizens with business not scheduled on the agenda wished to include an item providing the City Council determines the item requires emergency action. There were none.

Regarding the consent calendar, Council Member Green stated that Dave Schaff was not included in the April 6, 2020 minutes as being present on the call and asked that the minutes be amended to add him to the list of people present on the teleconference. With that, Council Member Green moved that the consent calendar be approved, with the addition of adding Dave Schaff to the roll call of those who were present at the April 6, 2020 meeting. This was seconded by Council Member Shaver. "YEAS," McKerrigan, Shaver, Green, Schaub, and Gonzales. "NAYS," None. Absent: None.

Moved by Council Member McKerrigan, seconded by Council Member Green, that the following claims be approved and paid as provided by law out of the respective funds designated in the list of claims dated April 20, 2020, as on file with the City Clerk and submitted to the City Council. "YEAS," Green, Schaub, Shaver, Gonzales, and McKerrigan. "NAYS," None. Absent: None.

#### CLAIMS

ACCELERATEDRECEIVABLESOLUTIONS,WAGEATTACHMENT,441.84;ACTIONCOMMUNIC  
ATIONS INC.,CIP-PO PATROL CARS,3348.01; ADVANCE AUTO PARTS,DIESEL EXHAUST  
FLUID,58.3; AUTOZONE STORES, INC,VEH MAINT-PD,24.16; B & H INVESTMENTS, INC,SUPP  
- WATER,87.5; BH MEDIA GROUP INC.,LEGAL NOTICE,11.92; BLUFFS SANITARY SUPPLY  
INC.,JAN. SUP.,160; CAPITAL BUSINESS SYSTEMS INC.,COPIER LEASE,253.23; CELLCO

PARTNERSHIP,CELL PHONES,590.47;CITIBANK N.A.,INK, OFFICE CHAIRS, & SUPPLIES,647.46;CITY OF GERING,TRASH AND RECYCLING DISPOSAL MARCH 2020,41295.52; COLONIAL LIFE & ACCIDENT INSURANCE COMPANY,EE LIFE INS,48.7; COMPUTER CONNECTION INC,CONTRACTUAL-PD,44;CONTRACTORS MATERIALS INC.,CAUTION TAPE,229.5; CREDIT BUREAU OF COUNCIL BLUFFS,MONTHLY FEE - MARCH 2020,50; DALE'S TIRE & RETREADING, INC.,TIRES FOR UNIT #827,656.68; ELISA GARTON,COVID-19 SUPPLIES,19.74; ELLIOTT EQUIPMENT COMPANY INC.,ES UNIT #818-SWITCH ROTARY,48.91; FERGUSON SIGNS, INC,CITY HALL FRONT SIGN,4460; FLOYD'S TRUCK CENTER SCOTTSBLUFF,REPAIRS TO UNIT #824,9294.7; FYR-TEK INC,PERSONAL PROTECTIVE EQUIPMENT EXTRACTOR (WASHER),5365; GRAY TELEVISION GROUP INC,CONTRACTUAL SVC,1390;HYDROTEX PARTNERS, LTD,CENTRAL GARAGE-OIL,1537.62; IDEAL LAUNDRY AND CLEANERS, INC.,UNIFORMS-PD,736.48; INDEPENDENT PLUMBING AND HEATING, INC,LACY PARK,864.6; INTERNAL REVENUE SERVICE,941 DEPOSIT,56134.57; INTRALINKS, INC,CONTRACTUAL - MARCH,5840.88; INVENTIVE WIRELESS OF NE, LLC,CAMPGROUND INTERNET,35.9; J G ELLIOTT CO.INC.,PUBLIC OFFICIAL BOND - KIM WRIGHT,945; JOHN DEERE FINANCIAL,OIL FILTER,41.11; KNOW HOW LLC,VEHICLE MAINT,228.34; LEE BHM CORP,MARCH ADVERTISING,5155.34; LEXISNEXIS RISK DATA MANAGEMENT,CONSULTING-PD,100; M.C. SCHAFF & ASSOCIATES, INC,ENG. SERVICES FOR CHIP SEAL PROJECT,8683.47; MATHESON TRI-GAS INC,RENT - MACHINES,66.18; MENARDS, INC,CAUTION TAPE,128.01; MIDLANDS NEWSPAPERS, INC,SUBSCRIPTION - 2525 CIRCLE DRIVE,213.2; MIDWEST CONNECT, LLC,UB PROCESSING,944.93;MOBIUS COMMUNICATIONS COMPANY,REPAIR PANIC BUTTONS - CITY HALL,111.27;MUNIMETRIX SYSTEMS CORP,IMAGESILO - MARCH 2020,39.99; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,1120.1; NE DEPT OF REVENUE,WAGE ATTACHMENT,422.25; NEBRASKA MUNICIPAL POWER POOL,MEMBER DUES,4941.31; NEBRASKA PUBLIC POWER DISTRICT,ELECTRIC,42848.98; NEBRASKA RURAL RADIO ASSOCIATION,CONTRACTUAL SVC,332.5;NEBRASKALAND TIRE, INC,POLICE #1- TIRES,588; NETWORKFLEET, INC,GPS SERVICES FOR FLEET,254.45; OCLC ONLINE COMPUTER LIBRARY CENTER, INC,CONT. SVCS.,378.16;ONE CALL CONCEPTS, INC,LOCATES,109.06; PANHANDLE COOPERATIVE ASSOCIATION,FLEET DIESEL/PROPANE,14298.24; PLATTE VALLEY BANK,EE HSA,10349.5; POWERPLAN,REPAIRS FOR COMPOST TURNER,458.26; PRAISE WINDOWS INC,BLDG MAIN.,690; PRO OVERHEAD DOOR,18' DOOR REPAIR,148.5; QUILL CORPORATION,DEPT SUPPL-PD,446.98; REGIONAL CARE INC,FLEX CLAIMS,380; REGISTER OF DEEDS,DEED OF BURIAL,20;S M E C,SMEC,130.5; SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,300; SCOTTS BLUFF COUNTYCOURT,LEGALFEES-PD,221;SCOTTSBLUFFPOLICEOFFICERSASSOCIATION,POLICE EE DUES,1092; SCOTTSBLUFF PUB SCHOOLS,LICENSE FEES PAYABLE,6565; SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC,EMPLOYEE SERVICE AWARDS,254; SIMMONS OLSEN LAW FIRM, P.C.,CONTRACTUAL SERVICES,15010.79; STADRI EMBLEMS,FLAG PATCHES FOR UNIFORMS,72.99; TYLER TECHNOLOGIES, INC,ONLINE UB FEES,3137.5;UNION BANK & TRUST,EE RETIREMENT W/Hs,30986.87; UNIQUE MANAGEMENT SERVICES, INC,CONT. SRVCS.,62.65; US BANK,2018 GO HWY BONDS - INT PMT,35358.07; WESTERN FARMS, LLC,CONSTRUCTION DRAW 2,214146.76; WESTERN PATHOLOGY CONSULTANTS, INC,CONTRACT SERVICES - DOT TESTING,203.75; WESTERN

TRAVEL TERMINAL, LLC,VEH MAINT-PD,576; WOODS & AITKEN LLP,UNION NEGOTIATIONS,2850;WYOMING CHILD SUPPORT ENFORCEMENT,EE CHILD SUPPORT,738.08; REFUNDS; R & K LAND CO LLC, 142.12; MANDY NATALE, 39.96; JANIE GONZALES, 100; TOBY ROGERS, 11.59; CINDY WEINMASTER, 88.89.

The March 2020 Financial Report was presented with Mayor Gonzales reminding Council the sales tax numbers they just received are for the month of February, as they are sent two months in arrears; we will not start to see the impact of COVID-19 until May and June when the next report comes out. Mr. Kuckkahn then asked if there were any questions from Council regarding the report. There were none.

City Manager Kuckkahn brought forward the agenda item of awarding the bid for the Water and Wastewater Utility Relocations for the Scottsbluff Pathway Project to Infinity Construction in the amount of \$368,041. He started discussion by stating this is one of the items we need to accomplish to be able to complete the Pathway project; the location is on the Scotts Bluff Drain, north of the ball fields, west of the high school. He added the piping will be located south of the highway and because of the proximity of the Scotts Bluff Drain there is more ground water which will have to be pumped out and removed, resulting in a higher bid for the dewatering. Council Member Shaver asked why the engineer did not take that into account when he put his estimate out. Mr. Dave Schaff with M. C. Schaff and Associates answered Council Member Shaver, stating, in their estimate there is dewatering money added; they had many conversations with local contractors and the risk for this project is fairly high, that is why they only had one contractor that was willing to work with them on the project. In addition to the contractor's cost is the relocation of utilities and bypass pumping for the sewer. Mr. Schaff did mention the contractor stated if those items did not pose an issue during the construction he would work with them on the cost during the construction portion of it.

After discussion, Council Member Schaub made a motion, seconded by Council Member Green to approve awarding the bid for the Water and Wastewater utility Relocations for the Scottsbluff Pathway Project to Infinity Construction in the amount of \$368,041., "YEAS," Gonzales, Schaub, McKerrigan, and Green. "NAYS," Shaver. Absent: None.

Regarding discussion and instruction to staff concerning filing of LB357 tax authorization for a November ballot vote, Mr. Kuckkahn stated we have a September 1<sup>st</sup> deadline to get our ballot request into the County; the reason this is on the agenda is to give Council the opportunity to look at the ballot question. He also stated a couple of organizations have expressed interest in promoting the ballot question, but given the circumstances he thought it would be a good idea to bring it forward now. He also reminded Council it can be tabled until a future meeting until we see how the virus situation plays out.

Council Member Shaver asked if the organizations wanted some of the money or if they wanted to help push it. Mr. Kuckkahn answered, stating, there is an interest in sharing the money. Council Member Shaver also added the only way he feels it will pass is if we do something specific such as storm water.

Council Member Green commented he would be more inclined to table the issue until we had more positive numbers, he does not want to have a citizen vote asking them to be taxed more.

Council Member Schaub added storm water is a priority, but he also sees a need for street projects. He feels adding a pool to the language would be minimal.

Council Member McKerrigan asked Mr. Kuckkahn if we do not put this on the ballot in November when would be the next time to do so. Mr. Kuckkahn stated in two years, the next election cycle. Council Member McKerrigan also commented she does not think this will pass even if storm water is in the language. She cited a lot of companies are having hard times right now.

Council Member Schaub asked to table now, get thru COVID-19 and revisit this at the end of May or first part of June. With that statement, Council Member Green moved, to table discussion and

instruction to staff concerning filing of LB357 tax authorization for a November ballot vote until the second meeting in June, which would be June 15<sup>th</sup>. This was seconded by Council Member Schaub. “YEAS,” Schaub, McKerrigan, Gonzales, Green, and Shaver. “NAYS,” None. Absent: None.

Concerning the update on the FY 2020-2021 budget, Mr. Kuckkahn informed Council he would like to postpone budget discussions until as far as reasonable. He went on to mention there is a September 20<sup>th</sup> budget deadline to the State and he would like to hold off until we get as much sales tax number data as we can before looking at revenues. He added Finance Director Hilyard will be working on expenditures and some of the more predictable revenue numbers between now and then. He also indicated with interviews for the new city manager being held in early June, it would be good to have the new manager on board for budget discussions. He also commented he does not know how the State will handle the budget process this year, but we will still focus on having it sent in on September 20<sup>th</sup>.

Mr. Kuckkahn gave information to Council regarding decisions in response to COVID-19. He started by stating we try to send out a daily update with new information and in regards to the City we now have three confirmed cases; two are quarantined and two have returned from quarantine. Most of the impact for us was in the sanitation department. We have not been directly affected as an organization with the virus as we have not had to close any of our operations down because we have been protective; what we do has to be done. He asked Council to view, if they have not already, the video the Police and Fire Department made in regards to COVID-19, stating it gives a positive message as well as a fun thing for the departments to do. He complimented Finance Director Hilyard for her input with this project. He ended discussion by stating he, as well as Council, will probably feel pressure to open things up and we will do our best job to get things up and running, but we will need to follow the Governor’s lead as well as the recommendation from Region 22 before that can be done. Council Member Green asked if we have a check list in place to when we can open things back up. Mr. Kuckkahn answered, stating, Kevin Spencer and Tim Newman are working on that, but ultimately operational decisions are made by him. Council Member Shaver asked why the playground equipment is not open since Ultra Violet Rays kills COVID-19. Mr. Kuckkahn stated it is not the equipment that is the issue but the proximity of the users on the equipment and they have posed the question to the County Health Department and they are waiting for a response. Once the response becomes available, he will pass it on.

Under Council Reports, Council Member Shaver stated the 911 meeting has been postponed. Council Member McKerrigan gave an update on the Senior Center stating she has been in contact with them and things are going well; they are doing more deliveries and pickup and have not seen a decline in meals. Council Member Schaub gave an update on the WNED meeting held on April 9<sup>th</sup>. He stated they discussed legislative session updates including property tax, the regional landfill and COVID-19. Mayor Gonzales added he was on a call with WNED regarding land banks where they discussed appointing citizens from the community to be on the land bank committee. They also discussed creating a platform and looking at funding from communities, grants, and the private sector. He also explained PADD is looking for a new director in spite of the COVID-19 pandemic; they have three applications and will be delaying interviews if they possibly can. They will be starting budget discussions and could possibly increase memberships due to budget shortfalls. They will be making a presentation to Council in the future concerning PADD activities.

Council Member Schaub made a motion, seconded by Council Member Green to adjourn the meeting at 6:46 p.m., “YEAS,” Gonzales, Green, McKerrigan, Shaver, and Schaub. “NAYS,” None. Absent: None.

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Mayor

Attest:

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City Clerk  
"SEAL"

# **City of Scottsbluff, Nebraska**

**Monday, May 4, 2020**

**Regular Meeting**

## **Item Claims1**

**Council to consider and take action on claims of the City.**

**Staff Contact: Liz Hilyard, Finance Director**



# Expense Approval Report

By Vendor Name

Post Dates 04/21/2020 - 05/04/2020

Description (Payable)	Account Name	Amount
<b>Vendor: 10123 - 26 GROUP, LLC</b>		
<b>Fund: 321 - TIF PROJECTS</b>		
TIF PAYMENT	DEBT SVC (INT) - TIF	284.84
		<b>Fund 321 - TIF PROJECTS Total: 284.84</b>
		<b>Vendor 10123 - 26 GROUP, LLC Total: 284.84</b>
<b>Vendor: 02583 - ADVANCE AUTO PARTS</b>		
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
DEF FOR FLEET	VEHICLE MAINTENANCE	55.16
		<b>Fund 621 - ENVIRONMENTAL SERVICES Total: 55.16</b>
<b>Fund: 725 - CENTRAL GARAGE</b>		
POLICE #8- OIL FILTER	EQUIPMENT MAINTENANCE	3.14
POLICE #4- OIL FILTER	EQUIPMENT MAINTENANCE	3.14
		<b>Fund 725 - CENTRAL GARAGE Total: 6.28</b>
		<b>Vendor 02583 - ADVANCE AUTO PARTS Total: 61.44</b>
<b>Vendor: 07593 - AIRPORT DEVELOPMENT,LLC</b>		
<b>Fund: 321 - TIF PROJECTS</b>		
TIF PMT	DEBT SVC (INT) - TIF	389.40
		<b>Fund 321 - TIF PROJECTS Total: 389.40</b>
		<b>Vendor 07593 - AIRPORT DEVELOPMENT,LLC Total: 389.40</b>
<b>Vendor: 01746 - AL'S TOWING</b>		
<b>Fund: 111 - GENERAL</b>		
TOW SERVICE-PD	CONTRACTUAL SERVICES	95.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	225.00
		<b>Fund 111 - GENERAL Total: 320.00</b>
		<b>Vendor 01746 - AL'S TOWING Total: 320.00</b>
<b>Vendor: 02118 - ANITA'S GREENSCAPING INC</b>		
<b>Fund: 111 - GENERAL</b>		
Cont. srvc.	CONTRACTUAL SERVICES	255.00
		<b>Fund 111 - GENERAL Total: 255.00</b>
		<b>Vendor 02118 - ANITA'S GREENSCAPING INC Total: 255.00</b>
<b>Vendor: 00295 - B &amp; H INVESTMENTS, INC</b>		
<b>Fund: 111 - GENERAL</b>		
BLDG MAINT-PD	BUILDING MAINTENANCE	15.50
BLDG MAINT-PD	BUILDING MAINTENANCE	15.50
BLDG MAINT-PD	BUILDING MAINTENANCE	10.75
BLDG MAINT-PD	BUILDING MAINTENANCE	10.75
		<b>Fund 111 - GENERAL Total: 52.50</b>
		<b>Vendor 00295 - B &amp; H INVESTMENTS, INC Total: 52.50</b>
<b>Vendor: 00241 - BAKER &amp; ASSOCIATES INC</b>		
<b>Fund: 111 - GENERAL</b>		
23 CLUB ENGINEERING	STRUCTURES	6,000.00
		<b>Fund 111 - GENERAL Total: 6,000.00</b>
		<b>Vendor 00241 - BAKER &amp; ASSOCIATES INC Total: 6,000.00</b>
<b>Vendor: 09716 - BLACK HILLS GAS DISTRIBUTION LLC</b>		
<b>Fund: 111 - GENERAL</b>		
Monthly Energy Bill	HEATING FUEL	318.67
Monthly Energy Bill	HEATING FUEL	201.61
Monthly Energy Bill	HEATING FUEL	201.61
Monthly Energy Bill	HEATING FUEL	116.31



Expense Approval Report

Post Dates: 04/21/2020 - 05/04/2020

Description (Payable)	Account Name	Amount
Monthly Energy Bill	HEATING FUEL	373.10
Monthly Energy Bill	HEATING FUEL	117.29
Monthly Energy Bill	HEATING FUEL	112.93
<b>Fund 111 - GENERAL Total:</b>		<b>1,441.52</b>
 <b>Fund: 212 - TRANSPORTATION</b>		
Monthly Energy Bill	HEATING FUEL	774.39
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>774.39</b>
 <b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
Monthly Energy Bill	HEATING FUEL	349.96
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>349.96</b>
 <b>Fund: 641 - WATER</b>		
Monthly Energy Bill	HEATING FUEL	128.82
<b>Fund 641 - WATER Total:</b>		<b>128.82</b>
 <b>Fund: 725 - CENTRAL GARAGE</b>		
Monthly Energy Bill	HEATING FUEL	197.24
<b>Fund 725 - CENTRAL GARAGE Total:</b>		<b>197.24</b>
<b>Vendor 09716 - BLACK HILLS GAS DISTRIBUTION LLC Total:</b>		<b>2,891.93</b>
 <b>Vendor: 00405 - BLUFFS SANITARY SUPPLY INC.</b>		
<b>Fund: 111 - GENERAL</b>		
DEPT/JANIT SUPPL-PD	DEPARTMENT SUPPLIES	75.02
DEPT/JANIT SUPPL-PD	DEPARTMENT SUPPLIES	75.02
DEPT/JANIT SUPPL-PD	JANITORIAL SUPPLIES	27.55
DEPT/JANIT SUPPL-PD	JANITORIAL SUPPLIES	27.56
DEPT/JANIT SUPPL-PD	DEPARTMENT SUPPLIES	66.09
DEPT/JANIT SUPPL-PD	DEPARTMENT SUPPLIES	66.08
DEPT/JANIT SUPPL-PD	JANITORIAL SUPPLIES	13.53
DEPT/JANIT SUPPL-PD	JANITORIAL SUPPLIES	13.52
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	26.22
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	26.22
DEPT SUPP	DEPARTMENT SUPPLIES	401.29
FLOOR POLISHING PAD	DEPARTMENT SUPPLIES	22.70
TRASH CAN LINERS	JANITORIAL SUPPLIES	175.40
<b>Fund 111 - GENERAL Total:</b>		<b>1,016.20</b>
 <b>Fund: 212 - TRANSPORTATION</b>		
SUPP - HAND SANIT, WIPES, E	DEPARTMENT SUPPLIES	108.26
SUPP - DISINFECTANT	DEPARTMENT SUPPLIES	17.00
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>125.26</b>
<b>Vendor 00405 - BLUFFS SANITARY SUPPLY INC. Total:</b>		<b>1,141.46</b>
 <b>Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.</b>		
<b>Fund: 111 - GENERAL</b>		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	51.00
<b>Fund 111 - GENERAL Total:</b>		<b>51.00</b>
<b>Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:</b>		<b>51.00</b>
 <b>Vendor: 00055 - CARR- TRUMBULL LUMBER CO, INC.</b>		
<b>Fund: 111 - GENERAL</b>		
TYVEK COVERALLS 2XL, 3XL	DEPARTMENT SUPPLIES	136.35
<b>Fund 111 - GENERAL Total:</b>		<b>136.35</b>
<b>Vendor 00055 - CARR- TRUMBULL LUMBER CO, INC. Total:</b>		<b>136.35</b>
 <b>Vendor: 07911 - CELLCO PARTNERSHIP</b>		
<b>Fund: 111 - GENERAL</b>		
CELL PHONES-PD	PHONE & INTERNET	1,300.54
WIFI FOR MOBILE COMMAND	PHONE & INTERNET	43.62
APRIL CELLULAR PHONE	CELLULAR PHONE	261.38
<b>Fund 111 - GENERAL Total:</b>		<b>1,605.54</b>
<b>Vendor 07911 - CELLCO PARTNERSHIP Total:</b>		<b>1,605.54</b>

Expense Approval Report

Post Dates: 04/21/2020 - 05/04/2020

Description (Payable)	Account Name	Amount
<b>Vendor: 02396 - CITIBANK N.A.</b>		
<b>Fund: 111 - GENERAL</b>		
10 KEY	DEPARTMENT SUPPLIES	74.99
		<b>Fund 111 - GENERAL Total:</b>
		<b>74.99</b>
<b>Fund: 631 - WASTEWATER</b>		
DEPT SUP	DEPARTMENT SUPPLIES	97.03
DEPT SUP	DEPARTMENT SUPPLIES	57.99
		<b>Fund 631 - WASTEWATER Total:</b>
		<b>155.02</b>
		<b>Vendor 02396 - CITIBANK N.A. Total:</b>
		<b>230.01</b>
<b>Vendor: 00267 - CONTRACTORS MATERIALS INC.</b>		
<b>Fund: 111 - GENERAL</b>		
IRRIGATION PARTS	GROUNDS MAINTENANCE	194.40
SHOP SUPP	DEPARTMENT SUPPLIES	27.40
		<b>Fund 111 - GENERAL Total:</b>
		<b>221.80</b>
		<b>Vendor 00267 - CONTRACTORS MATERIALS INC. Total:</b>
		<b>221.80</b>
<b>Vendor: 00234 - D &amp; H ELECTRONICS INC.</b>		
<b>Fund: 111 - GENERAL</b>		
BATTERIES FOR BOX LIGHTS O	DEPARTMENT SUPPLIES	57.96
		<b>Fund 111 - GENERAL Total:</b>
		<b>57.96</b>
		<b>Vendor 00234 - D &amp; H ELECTRONICS INC. Total:</b>
		<b>57.96</b>
<b>Vendor: 03321 - DALE'S TIRE &amp; RETREADING, INC.</b>		
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
TIRE REPAIRS FOR FLEET	VEHICLE MAINTENANCE	1,616.97
TIRE REPAIR ON LOADER	EQUIPMENT MAINTENANCE	127.50
		<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>
		<b>1,744.47</b>
		<b>Vendor 03321 - DALE'S TIRE &amp; RETREADING, INC. Total:</b>
		<b>1,744.47</b>
<b>Vendor: 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE</b>		
<b>Fund: 111 - GENERAL</b>		
LONG DISTANCE	PHONE & INTERNET	0.58
Monthly Long Distance	PHONE & INTERNET	5.71
Monthly Long Distance	PHONE & INTERNET	5.44
Monthly Long Distance	PHONE & INTERNET	4.15
Monthly Long Distance	PHONE & INTERNET	1.03
Monthly Long Distance	PHONE & INTERNET	3.59
Monthly Long Distance	PHONE & INTERNET	19.53
Monthly Long Distance	PHONE & INTERNET	46.44
Monthly Long Distance	PHONE & INTERNET	15.61
Monthly Long Distance	PHONE & INTERNET	2.35
Monthly Long Distance	PHONE & INTERNET	2.35
		<b>Fund 111 - GENERAL Total:</b>
		<b>106.78</b>
<b>Fund: 212 - TRANSPORTATION</b>		
Monthly Long Distance	PHONE & INTERNET	7.76
		<b>Fund 212 - TRANSPORTATION Total:</b>
		<b>7.76</b>
<b>Fund: 213 - CEMETERY</b>		
Monthly Long Distance	PHONE & INTERNET	5.44
		<b>Fund 213 - CEMETERY Total:</b>
		<b>5.44</b>
<b>Fund: 224 - ECONOMIC DEVELOPMENT</b>		
Monthly Long Distance	PHONE & INTERNET	1.61
		<b>Fund 224 - ECONOMIC DEVELOPMENT Total:</b>
		<b>1.61</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
Monthly Long Distance	PHONE & INTERNET	2.78
		<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>
		<b>2.78</b>
<b>Fund: 631 - WASTEWATER</b>		
Monthly Long Distance	PHONE & INTERNET	10.95
		<b>Fund 631 - WASTEWATER Total:</b>
		<b>10.95</b>

Expense Approval Report

Post Dates: 04/21/2020 - 05/04/2020

Description (Payable)	Account Name	Amount
<b>Fund: 641 - WATER</b>		
Monthly Long Distance	PHONE & INTERNET	2.51
		<b>Fund 641 - WATER Total: 2.51</b>
<b>Fund: 661 - STORMWATER</b>		
Monthly Long Distance	PHONE & INTERNET	0.52
		<b>Fund 661 - STORMWATER Total: 0.52</b>
<b>Fund: 721 - GIS SERVICES</b>		
Monthly Long Distance	PHONE & INTERNET	0.62
		<b>Fund 721 - GIS SERVICES Total: 0.62</b>
<b>Fund: 725 - CENTRAL GARAGE</b>		
Monthly Long Distance	PHONE & INTERNET	1.27
		<b>Fund 725 - CENTRAL GARAGE Total: 1.27</b>
		<b>Vendor 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE Total: 140.24</b>
<b>Vendor: 03950 - ENERGY LABORATORIES, INC DEPT 6250</b>		
<b>Fund: 641 - WATER</b>		
SAMPLES	SAMPLES	135.00
		<b>Fund 641 - WATER Total: 135.00</b>
		<b>Vendor 03950 - ENERGY LABORATORIES, INC DEPT 6250 Total: 135.00</b>
<b>Vendor: 06947 - ENFORCEMENT VIDEO, LLC</b>		
<b>Fund: 111 - GENERAL</b>		
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	480.00
		<b>Fund 111 - GENERAL Total: 480.00</b>
		<b>Vendor 06947 - ENFORCEMENT VIDEO, LLC Total: 480.00</b>
<b>Vendor: 09927 - FARMERS STATE BANK</b>		
<b>Fund: 321 - TIF PROJECTS</b>		
TIF PMT	DEBT SVC (INT) - TIF	4,773.63
		<b>Fund 321 - TIF PROJECTS Total: 4,773.63</b>
		<b>Vendor 09927 - FARMERS STATE BANK Total: 4,773.63</b>
<b>Vendor: 00548 - FEDERAL EXPRESS CORPORATION</b>		
<b>Fund: 641 - WATER</b>		
POSTAGE	POSTAGE	235.81
		<b>Fund 641 - WATER Total: 235.81</b>
		<b>Vendor 00548 - FEDERAL EXPRESS CORPORATION Total: 235.81</b>
<b>Vendor: 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF</b>		
<b>Fund: 111 - GENERAL</b>		
RADIATOR CORE AND TANK F	VEHICLE MAINTENANCE	809.14
		<b>Fund 111 - GENERAL Total: 809.14</b>
<b>Fund: 725 - CENTRAL GARAGE</b>		
FIRE #E2- CORE AND TANK, RE	EQUIPMENT MAINTENANCE	809.14
		<b>Fund 725 - CENTRAL GARAGE Total: 809.14</b>
		<b>Vendor 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF Total: 1,618.28</b>
<b>Vendor: 00060 - FRANCISCO'S BUMPER TO BUMPER INC</b>		
<b>Fund: 111 - GENERAL</b>		
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	100.00
		<b>Fund 111 - GENERAL Total: 320.00</b>
		<b>Vendor 00060 - FRANCISCO'S BUMPER TO BUMPER INC Total: 320.00</b>
<b>Vendor: 00022 - GENERAL ELECTRIC CAPITAL CORPORATION</b>		
<b>Fund: 111 - GENERAL</b>		
LAUNDRY DETERGENT, WATE	DEPARTMENT SUPPLIES	118.92
		<b>Fund 111 - GENERAL Total: 118.92</b>
<b>Fund: 213 - CEMETERY</b>		
DEPT SUPP	DEPARTMENT SUPPLIES	4.67
		<b>Fund 213 - CEMETERY Total: 4.67</b>

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Description (Payable)	Account Name	Amount
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
CLEANING AND BREAK ROOM	DEPARTMENT SUPPLIES	83.95
		<b>Fund 621 - ENVIRONMENTAL SERVICES Total: 83.95</b>
		<b>Vendor 00022 - GENERAL ELECTRIC CAPITAL CORPORATION Total: 207.54</b>
<b>Vendor: 00602 - GENERAL TRAFFIC CONTROLS, INC</b>		
<b>Fund: 212 - TRANSPORTATION</b>		
CAMERA DETECTION EQUIP. F	ELECTRICAL MAINTENANCE	17,422.00
		<b>Fund 212 - TRANSPORTATION Total: 17,422.00</b>
		<b>Vendor 00602 - GENERAL TRAFFIC CONTROLS, INC Total: 17,422.00</b>
<b>Vendor: 04371 - HAWKINS, INC.</b>		
<b>Fund: 641 - WATER</b>		
CHEMICALS	CHEMICALS	2,711.35
CHEMICALS	CHEMICALS	2,702.77
		<b>Fund 641 - WATER Total: 5,414.12</b>
		<b>Vendor 04371 - HAWKINS, INC. Total: 5,414.12</b>
<b>Vendor: 08082 - IDEXX LABORATORIES, INC</b>		
<b>Fund: 631 - WASTEWATER</b>		
DEPT SUP	DEPARTMENT SUPPLIES	167.81
		<b>Fund 631 - WASTEWATER Total: 167.81</b>
		<b>Vendor 08082 - IDEXX LABORATORIES, INC Total: 167.81</b>
<b>Vendor: 00937 - INDEPENDENT PLUMBING AND HEATING, INC</b>		
<b>Fund: 111 - GENERAL</b>		
AVE A	GROUNDS MAINTENANCE	31.69
PVC	GROUNDS MAINTENANCE	2.62
SPRINKLER	GROUNDS MAINTENANCE	97.56
REPAIR CLAMP	GROUNDS MAINTENANCE	19.89
SPRINKLERS	GROUNDS MAINTENANCE	285.06
SPRINKLER	GROUNDS MAINTENANCE	45.97
PVC	GROUNDS MAINTENANCE	171.39
		<b>Fund 111 - GENERAL Total: 654.18</b>
		<b>Vendor 00937 - INDEPENDENT PLUMBING AND HEATING, INC Total: 654.18</b>
<b>Vendor: 02578 - INFINITY CONSTRUCTION, INC.</b>		
<b>Fund: 641 - WATER</b>		
FACILITY REPAIR	FACILITY REPAIRS	4,556.00
		<b>Fund 641 - WATER Total: 4,556.00</b>
		<b>Vendor 02578 - INFINITY CONSTRUCTION, INC. Total: 4,556.00</b>
<b>Vendor: 09291 - INGRAM LIBRARY SERVICES INC</b>		
<b>Fund: 111 - GENERAL</b>		
Bks.	BOOKS	15.46
Bks.	BOOKS	21.19
		<b>Fund 111 - GENERAL Total: 36.65</b>
		<b>Vendor 09291 - INGRAM LIBRARY SERVICES INC Total: 36.65</b>
<b>Vendor: 00534 - INT'L INST OF MUNC CLKS</b>		
<b>Fund: 111 - GENERAL</b>		
MEMBERSHIP - KIMBERLEY W	MEMBERSHIPS	170.00
		<b>Fund 111 - GENERAL Total: 170.00</b>
		<b>Vendor 00534 - INT'L INST OF MUNC CLKS Total: 170.00</b>
<b>Vendor: 08525 - INTRALINKS, INC</b>		
<b>Fund: 111 - GENERAL</b>		
LIBRARY BACKUP	CONTRACTUAL SERVICES	218.00
BACKUP ADMIN	CONTRACTUAL SERVICES	1,149.00
PD BACKUP	CONTRACTUAL SERVICES	1,149.00
BARRACUDA - EMAIL	DEPARTMENT SUPPLIES	2,430.97
		<b>Fund 111 - GENERAL Total: 4,946.97</b>

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Description (Payable)	Account Name	Amount
<b>Fund: 212 - TRANSPORTATION</b>		
BARRACUDA - EMAIL	DEPARTMENT SUPPLIES	187.00
		<b>Fund 212 - TRANSPORTATION Total: 187.00</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
BARRACUDA - EMAIL	DEPARTMENT SUPPLIES	374.00
		<b>Fund 621 - ENVIRONMENTAL SERVICES Total: 374.00</b>
<b>Fund: 631 - WASTEWATER</b>		
BARRACUDA - EMAIL	DEPARTMENT SUPPLIES	374.00
		<b>Fund 631 - WASTEWATER Total: 374.00</b>
<b>Fund: 641 - WATER</b>		
BACKUP SCADA	CONTRACTUAL SERVICES	119.00
BARRACUDA - EMAIL	DEPARTMENT SUPPLIES	374.00
		<b>Fund 641 - WATER Total: 493.00</b>
		<b>Vendor 08525 - INTRALINKS, INC Total: 6,374.97</b>
<b>Vendor: 00395 - KOIS BROTHERS EQUIPMENT CO INC</b>		
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
EMCO DUMPSTERS 10- 3.0, 1	DEPARTMENT SUPPLIES	12,129.10
		<b>Fund 621 - ENVIRONMENTAL SERVICES Total: 12,129.10</b>
		<b>Vendor 00395 - KOIS BROTHERS EQUIPMENT CO INC Total: 12,129.10</b>
<b>Vendor: 10138 - LAMP RYNEARSON, INC.</b>		
<b>Fund: 212 - TRANSPORTATION</b>		
SCHOOL ZONE STUDY	CONTRACTUAL SERVICES	15,546.53
		<b>Fund 212 - TRANSPORTATION Total: 15,546.53</b>
		<b>Vendor 10138 - LAMP RYNEARSON, INC. Total: 15,546.53</b>
<b>Vendor: 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT</b>		
<b>Fund: 111 - GENERAL</b>		
ENDORS.#18 - KUBOTA MOW	PROP & EQUIP INSURANCE	131.41
ENDORS.#19 UTV - PARKS	PROP & EQUIP INSURANCE	53.36
		<b>Fund 111 - GENERAL Total: 184.77</b>
		<b>Vendor 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT Total: 184.77</b>
<b>Vendor: 00242 - M.C. SCHAFF &amp; ASSOCIATES, INC</b>		
<b>Fund: 111 - GENERAL</b>		
ENGINEERING	CONTRACTUAL SERVICES	1,615.00
ENGINEERING	CONTRACTUAL SERVICES	760.00
ENGINEERING	CONTRACTUAL SERVICES	760.00
ENGINEERING	PATHWAY	120.00
		<b>Fund 111 - GENERAL Total: 3,255.00</b>
<b>Fund: 224 - ECONOMIC DEVELOPMENT</b>		
ENGINEERING	CONTRACTUAL SERVICES	190.00
		<b>Fund 224 - ECONOMIC DEVELOPMENT Total: 190.00</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
ENGINEERING	CONTRACTUAL SERVICES	950.00
		<b>Fund 621 - ENVIRONMENTAL SERVICES Total: 950.00</b>
		<b>Vendor 00242 - M.C. SCHAFF &amp; ASSOCIATES, INC Total: 4,395.00</b>
<b>Vendor: 07628 - MENARDS, INC</b>		
<b>Fund: 111 - GENERAL</b>		
TOWELS, GLEANING SUPPLIES	DEPARTMENT SUPPLIES	25.57
SPRAYPAINT	BUILDING MAINTENANCE	12.91
PAINT - LACY	BUILDING MAINTENANCE	15.84
GROUNDS MAINT	GROUNDS MAINTENANCE	47.77
CONCRETE PAINT AND CRACK	DEPARTMENT SUPPLIES	301.46
		<b>Fund 111 - GENERAL Total: 403.55</b>
<b>Fund: 212 - TRANSPORTATION</b>		
SUPP - GERMICIDAL FOR VIRU	DEPARTMENT SUPPLIES	37.96
		<b>Fund 212 - TRANSPORTATION Total: 37.96</b>

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Description (Payable)	Account Name	Amount
<b>Fund: 213 - CEMETERY</b>		
DEPT SUPP	DEPARTMENT SUPPLIES	26.70
DEPT SUPP	DEPARTMENT SUPPLIES	9.06
<b>Fund 213 - CEMETERY Total:</b>		<b>35.76</b>
<b>Vendor 07628 - MENARDS, INC Total:</b>		<b>477.27</b>
<b>Vendor: 07938 - MIDWEST CONNECT, LLC</b>		
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
UB PROCESSING	CONTRACTUAL SERVICES	153.60
UB PROCESSING	CONTRACTUAL SERVICES	24.66
UB PROCESSING	CONTRACTUAL SERVICES	161.68
UB PROCESSING	CONTRACTUAL SERVICES	45.43
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>385.37</b>
<b>Fund: 631 - WASTEWATER</b>		
UB PROCESSING	CONTRACTUAL SERVICES	153.60
UB PROCESSING	CONTRACTUAL SERVICES	24.66
UB PROCESSING	CONTRACTUAL SERVICES	161.68
UB PROCESSING	CONTRACTUAL SERVICES	45.43
<b>Fund 631 - WASTEWATER Total:</b>		<b>385.37</b>
<b>Fund: 641 - WATER</b>		
UB PROCESSING	CONTRACTUAL SERVICES	153.61
UB PROCESSING	CONTRACTUAL SERVICES	24.66
UB PROCESSING	CONTRACTUAL SERVICES	161.68
UB PROCESSING	CONTRACTUAL SERVICES	45.44
<b>Fund 641 - WATER Total:</b>		<b>385.39</b>
<b>Vendor 07938 - MIDWEST CONNECT, LLC Total:</b>		<b>1,156.13</b>
<b>Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT</b>		
<b>Fund: 631 - WASTEWATER</b>		
W/WW PUMPS & WELLS	ELECTRIC POWER	188.19
W/WW PUMPS & WELLS	ELECTRIC POWER	14,540.60
<b>Fund 631 - WASTEWATER Total:</b>		<b>14,728.79</b>
<b>Fund: 641 - WATER</b>		
W/WW PUMPS & WELLS	ELECTRIC POWER	1,681.69
W/WW PUMPS & WELLS	ELECTRIC POWER	3,994.31
<b>Fund 641 - WATER Total:</b>		<b>5,676.00</b>
<b>Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:</b>		<b>20,404.79</b>
<b>Vendor: 09409 - NETWORKFLEET, INC</b>		
<b>Fund: 631 - WASTEWATER</b>		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	56.85
<b>Fund 631 - WASTEWATER Total:</b>		<b>56.85</b>
<b>Fund: 641 - WATER</b>		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	37.90
<b>Fund 641 - WATER Total:</b>		<b>37.90</b>
<b>Vendor 09409 - NETWORKFLEET, INC Total:</b>		<b>94.75</b>
<b>Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF</b>		
<b>Fund: 111 - GENERAL</b>		
NOT OUR INVOICE - CM ISSUE	DEPARTMENT SUPPLIES	39.23
CREDIT ISSUED FOR INCORRE	DEPARTMENT SUPPLIES	-39.23
GROUNDS MAINT	GROUNDS MAINTENANCE	11.53
GROUNDS MAINT	GROUNDS MAINTENANCE	15.26
GROUNDS MAINT	GROUNDS MAINTENANCE	174.72
GROUNDS MAINT	GROUNDS MAINTENANCE	201.48
CLEVELAND FIELD	GROUNDS MAINTENANCE	12.20
<b>Fund 111 - GENERAL Total:</b>		<b>415.19</b>

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Description (Payable)	Account Name	Amount
<b>Fund: 213 - CEMETERY</b>		
DEPT SUPP	DEPARTMENT SUPPLIES	17.45
		<b>Fund 213 - CEMETERY Total:</b>
		<b>17.45</b>
<b>Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:</b>		<b>432.64</b>
<b>Vendor: 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC</b>		
<b>Fund: 111 - GENERAL</b>		
Cont. srvc.	CONTRACTUAL SERVICES	378.16
		<b>Fund 111 - GENERAL Total:</b>
		<b>378.16</b>
<b>Vendor 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC Total:</b>		<b>378.16</b>
<b>Vendor: 09876 - OWEN DEVELOPMENT, LLC</b>		
<b>Fund: 321 - TIF PROJECTS</b>		
TIF PMT	DEBT SVC (INT) - TIF	357.03
		<b>Fund 321 - TIF PROJECTS Total:</b>
		<b>357.03</b>
<b>Vendor 09876 - OWEN DEVELOPMENT, LLC Total:</b>		<b>357.03</b>
<b>Vendor: 00550 - PANHANDLE COOPERATIVE ASSOCIATION</b>		
<b>Fund: 631 - WASTEWATER</b>		
FUEL	GASOLINE	276.26
FUEL	OTHER FUEL	948.88
		<b>Fund 631 - WASTEWATER Total:</b>
		<b>1,225.14</b>
<b>Fund: 641 - WATER</b>		
FUEL	GASOLINE	591.80
FUEL	OTHER FUEL	117.06
		<b>Fund 641 - WATER Total:</b>
		<b>708.86</b>
<b>Vendor 00550 - PANHANDLE COOPERATIVE ASSOCIATION Total:</b>		<b>1,934.00</b>
<b>Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC</b>		
<b>Fund: 641 - WATER</b>		
SAMPLES	SAMPLES	80.00
SAMPLES	SAMPLES	66.00
SAMPLES	SAMPLES	80.00
		<b>Fund 641 - WATER Total:</b>
		<b>226.00</b>
<b>Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:</b>		<b>226.00</b>
<b>Vendor: 09854 - PANHANDLE REGIONAL DEVELOPMENT, INC.</b>		
<b>Fund: 111 - GENERAL</b>		
WNED MEMBERSHIP 2020	MEMBERSHIPS	25.00
		<b>Fund 111 - GENERAL Total:</b>
		<b>25.00</b>
<b>Vendor 09854 - PANHANDLE REGIONAL DEVELOPMENT, INC. Total:</b>		<b>25.00</b>
<b>Vendor: 09904 - PH&amp;S PRODUCTS LLC</b>		
<b>Fund: 111 - GENERAL</b>		
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	90.00
		<b>Fund 111 - GENERAL Total:</b>
		<b>90.00</b>
<b>Vendor 09904 - PH&amp;S PRODUCTS LLC Total:</b>		<b>90.00</b>
<b>Vendor: 01276 - PLATTE VALLEY BANK</b>		
<b>Fund: 321 - TIF PROJECTS</b>		
PVB TIF	DEBT SVC (INT) - TIF	376.36
FAIRFIELD TIF PMT	DEBT SVC (INT) - TIF	2,899.93
		<b>Fund 321 - TIF PROJECTS Total:</b>
		<b>3,276.29</b>
<b>Vendor 01276 - PLATTE VALLEY BANK Total:</b>		<b>3,276.29</b>
<b>Vendor: 09120 - QUADLENT INC</b>		
<b>Fund: 111 - GENERAL</b>		
POSTAGE METER LEASE	RENT-MACHINES	45.00
		<b>Fund 111 - GENERAL Total:</b>
		<b>45.00</b>
<b>Vendor 09120 - QUADLENT INC Total:</b>		<b>45.00</b>

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Description (Payable)	Account Name	Amount
<b>Vendor: 00266 - QUILL CORPORATION</b>		
<b>Fund: 111 - GENERAL</b>		
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	67.47
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	7.79
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	16.99
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	16.99
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	7.79
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	110.52
<b>Fund 111 - GENERAL Total:</b>		<b>227.55</b>
<b>Vendor 00266 - QUILL CORPORATION Total:</b>		<b>227.55</b>
<b>Vendor: 01502 - REAMS SPRINKLER SUPPLY CO.</b>		
<b>Fund: 213 - CEMETERY</b>		
CEMETERY	DEPARTMENT SUPPLIES	1,358.78
<b>Fund 213 - CEMETERY Total:</b>		<b>1,358.78</b>
<b>Vendor 01502 - REAMS SPRINKLER SUPPLY CO. Total:</b>		<b>1,358.78</b>
<b>Vendor: 04089 - REGIONAL CARE INC</b>		
<b>Fund: 812 - HEALTH INSURANCE</b>		
HEALTH INS. PREMIUM MAY	PREMIUM EXPENSE	41,204.28
<b>Fund 812 - HEALTH INSURANCE Total:</b>		<b>41,204.28</b>
<b>Vendor 04089 - REGIONAL CARE INC Total:</b>		<b>41,204.28</b>
<b>Vendor: 00364 - REGIONAL WEST MEDICAL CENTER</b>		
<b>Fund: 111 - GENERAL</b>		
MEDICAL SUPPLIES	DEPARTMENT SUPPLIES	333.72
<b>Fund 111 - GENERAL Total:</b>		<b>333.72</b>
<b>Vendor 00364 - REGIONAL WEST MEDICAL CENTER Total:</b>		<b>333.72</b>
<b>Vendor: 03067 - RICHARD CELLI</b>		
<b>Fund: 511 - CAPITAL PROJECTS FUND</b>		
UTILITY VEHICLE - PARKS	EQUIPMENT	13,462.00
<b>Fund 511 - CAPITAL PROJECTS FUND Total:</b>		<b>13,462.00</b>
<b>Vendor 03067 - RICHARD CELLI Total:</b>		<b>13,462.00</b>
<b>Vendor: 09564 - ROCKSTEP SCOTTSDLUFF LLC</b>		
<b>Fund: 215 - SPECIAL PROJECTS</b>		
OCT 2019 - MAR 2020 RBOT	CONTRACTUAL SERVICES	47,781.98
<b>Fund 215 - SPECIAL PROJECTS Total:</b>		<b>47,781.98</b>
<b>Vendor 09564 - ROCKSTEP SCOTTSDLUFF LLC Total:</b>		<b>47,781.98</b>
<b>Vendor: 00366 - ROOSEVELT PUBLIC POWER DISTRICT</b>		
<b>Fund: 641 - WATER</b>		
ELECTRIC POWER	ELECTRIC POWER	2,083.12
<b>Fund 641 - WATER Total:</b>		<b>2,083.12</b>
<b>Vendor 00366 - ROOSEVELT PUBLIC POWER DISTRICT Total:</b>		<b>2,083.12</b>
<b>Vendor: 00463 - RR DONNELLEY</b>		
<b>Fund: 111 - GENERAL</b>		
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	33.88
<b>Fund 111 - GENERAL Total:</b>		<b>33.88</b>
<b>Vendor 00463 - RR DONNELLEY Total:</b>		<b>33.88</b>
<b>Vendor: 09997 - RURAL HEALTH DEVELOPMENT, INC.</b>		
<b>Fund: 224 - ECONOMIC DEVELOPMENT</b>		
ED AGMT	ECONOMIC DEVELOPMENT	6,383.33
<b>Fund 224 - ECONOMIC DEVELOPMENT Total:</b>		<b>6,383.33</b>
<b>Vendor 09997 - RURAL HEALTH DEVELOPMENT, INC. Total:</b>		<b>6,383.33</b>



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Description (Payable)	Account Name	Amount
<b>Vendor: 00257 - SANDBERG IMPLEMENT, INC</b>		
<b>Fund: 111 - GENERAL</b>		
AUGER PARTS	EQUIPMENT MAINTENANCE	205.13
		<b>Fund 111 - GENERAL Total:</b>
		<b>205.13</b>
		<b>Vendor 00257 - SANDBERG IMPLEMENT, INC Total:</b>
		<b>205.13</b>
<b>Vendor: 00338 - SCOTTSBLUFF SENIOR CENTER</b>		
<b>Fund: 111 - GENERAL</b>		
2ND QTR 2020	CONTRACTUAL SERVICES	5,750.00
		<b>Fund 111 - GENERAL Total:</b>
		<b>5,750.00</b>
		<b>Vendor 00338 - SCOTTSBLUFF SENIOR CENTER Total:</b>
		<b>5,750.00</b>
<b>Vendor: 00786 - SHERWIN WILLIAMS</b>		
<b>Fund: 111 - GENERAL</b>		
LACY PARK	BUILDING MAINTENANCE	17.83
SOUTHEAST PARK	BUILDING MAINTENANCE	127.61
		<b>Fund 111 - GENERAL Total:</b>
		<b>145.44</b>
<b>Fund: 212 - TRANSPORTATION</b>		
GLASS BEADS FOR PAINTING/	STREET REPAIR SUPPLIES	2,340.00
		<b>Fund 212 - TRANSPORTATION Total:</b>
		<b>2,340.00</b>
		<b>Vendor 00786 - SHERWIN WILLIAMS Total:</b>
		<b>2,485.44</b>
<b>Vendor: 00054 - STATE HEALTH LAB</b>		
<b>Fund: 641 - WATER</b>		
SAMPLES	SAMPLES	332.00
		<b>Fund 641 - WATER Total:</b>
		<b>332.00</b>
		<b>Vendor 00054 - STATE HEALTH LAB Total:</b>
		<b>332.00</b>
<b>Vendor: 01235 - STATE OF NE.</b>		
<b>Fund: 111 - GENERAL</b>		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	105.00
CONTRACTUAL-PD	CONTRACTUAL SERVICES	105.00
CONTRACTUAL-PD	CONTRACTUAL SERVICES	105.00
CONTRACTUAL-PD	CONTRACTUAL SERVICES	105.00
CONTRACTUAL-PD	CONTRACTUAL SERVICES	105.00
		<b>Fund 111 - GENERAL Total:</b>
		<b>525.00</b>
		<b>Vendor 01235 - STATE OF NE. Total:</b>
		<b>525.00</b>
<b>Vendor: 01325 - THE PEAVEY CORP</b>		
<b>Fund: 111 - GENERAL</b>		
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	285.50
		<b>Fund 111 - GENERAL Total:</b>
		<b>285.50</b>
		<b>Vendor 01325 - THE PEAVEY CORP Total:</b>
		<b>285.50</b>
<b>Vendor: 08821 - TYLER TECHNOLOGIES, INC</b>		
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
UB ONLINE	CONTRACTUAL SERVICES	116.00
		<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>
		<b>116.00</b>
<b>Fund: 631 - WASTEWATER</b>		
UB ONLINE	CONTRACTUAL SERVICES	116.00
		<b>Fund 631 - WASTEWATER Total:</b>
		<b>116.00</b>
<b>Fund: 641 - WATER</b>		
UB ONLINE	CONTRACTUAL SERVICES	116.00
		<b>Fund 641 - WATER Total:</b>
		<b>116.00</b>
		<b>Vendor 08821 - TYLER TECHNOLOGIES, INC Total:</b>
		<b>348.00</b>
<b>Vendor: 00195 - UNITED STATES WELDING, INC</b>		
<b>Fund: 212 - TRANSPORTATION</b>		
RENTAL ON OXYGEN & ACET.	DEPARTMENT SUPPLIES	82.54
		<b>Fund 212 - TRANSPORTATION Total:</b>
		<b>82.54</b>
		<b>Vendor 00195 - UNITED STATES WELDING, INC Total:</b>
		<b>82.54</b>

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<b>Vendor: 08828 - US BANK</b>		
<b>Fund: 111 - GENERAL</b>		
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	-283.50
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	283.50
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	380.92
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	511.87
BEDSLIDE MOUNTING BLOCK	DEPARTMENT SUPPLIES	45.85
DUTY BOOTS - MURPHY	UNIFORMS & CLOTHING	121.49
EXTINGUISHER MOUNTING B	DEPARTMENT SUPPLIES	89.99
GASOLINE-PD	GASOLINE	20.57
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	30.98
PEER SUPPORT TRAINING- GIL	SCHOOL & CONFERENCE	1,500.00
GASOLINE-PD	GASOLINE	12.79
GASOLINE-PD	GASOLINE	17.17
LH CPE	SCHOOL & CONFERENCE	85.00
PROGRAMMING	PROGRAMMING	369.31
<b>Fund 111 - GENERAL Total:</b>		<b>3,185.94</b>
<b>Vendor 08828 - US BANK Total:</b>		<b>3,185.94</b>
<b>Vendor: 04529 - W &amp; R INC</b>		
<b>Fund: 641 - WATER</b>		
EQUIP MAINT	EQUIPMENT MAINTENANCE	80.00
<b>Fund 641 - WATER Total:</b>		<b>80.00</b>
<b>Vendor 04529 - W &amp; R INC Total:</b>		<b>80.00</b>
<b>Vendor: 09672 - WESTERN STATES BANK</b>		
<b>Fund: 321 - TIF PROJECTS</b>		
REGANIS TIF PMT	DEBT SVC (INT) - TIF	1,364.43
<b>Fund 321 - TIF PROJECTS Total:</b>		<b>1,364.43</b>
<b>Vendor 09672 - WESTERN STATES BANK Total:</b>		<b>1,364.43</b>
<b>Vendor: 02378 - WESTERN SURETY COMPANY</b>		
<b>Fund: 111 - GENERAL</b>		
PUBLIC EMPLOYEE BLANKET B	LIABILITY INSURANCE	950.00
<b>Fund 111 - GENERAL Total:</b>		<b>950.00</b>
<b>Vendor 02378 - WESTERN SURETY COMPANY Total:</b>		<b>950.00</b>
<b>Vendor: 00876 - WINTER CREEK CANAL COMPANY</b>		
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
POST CLOSURE - ANNUAL	POST CLOSURE CARE	2,562.50
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>2,562.50</b>
<b>Vendor 00876 - WINTER CREEK CANAL COMPANY Total:</b>		<b>2,562.50</b>
<b>Grand Total:</b>		<b>250,327.51</b>

## Report Summary

## Fund Summary

Fund	Expense Amount
111 - GENERAL	35,314.33
212 - TRANSPORTATION	36,523.44
213 - CEMETERY	1,422.10
215 - SPECIAL PROJECTS	47,781.98
224 - ECONOMIC DEVELOPMENT	6,574.94
321 - TIF PROJECTS	10,445.62
511 - CAPITAL PROJECTS FUND	13,462.00
621 - ENVIRONMENTAL SERVICES	18,753.29
631 - WASTEWATER	17,219.93
641 - WATER	20,610.53
661 - STORMWATER	0.52
721 - GIS SERVICES	0.62
725 - CENTRAL GARAGE	1,013.93
812 - HEALTH INSURANCE	41,204.28
<b>Grand Total:</b>	<b>250,327.51</b>

## Account Summary

Account Number	Account Name	Expense Amount
111-52111-111	DEPARTMENT SUPPLIES	74.99
111-52111-116	DEPARTMENT SUPPLIES	2,430.97
111-52111-141	DEPARTMENT SUPPLIES	1,324.63
111-52111-142	DEPARTMENT SUPPLIES	1,613.24
111-52111-171	DEPARTMENT SUPPLIES	428.69
111-52121-141	JANITORIAL SUPPLIES	41.08
111-52121-142	JANITORIAL SUPPLIES	41.08
111-52121-171	JANITORIAL SUPPLIES	175.40
111-52163-142	INVESTIGATIVE EXPENSE	90.00
111-52181-141	UNIFORMS & CLOTHING	121.49
111-52222-151	BOOKS	36.65
111-52223-143	PROGRAMMING	369.31
111-52311-114	MEMBERSHIPS	25.00
111-52311-115	MEMBERSHIPS	170.00
111-52511-142	GASOLINE	50.53
111-53111-116	CONTRACTUAL SERVICE	2,516.00
111-53111-121	CONTRACTUAL SERVICE	3,135.00
111-53111-142	CONTRACTUAL SERVICE	1,216.00
111-53111-151	CONTRACTUAL SERVICE	633.16
111-53111-172	CONTRACTUAL SERVICE	5,750.00
111-53421-141	BUILDING MAINTENANC	26.25
111-53421-142	BUILDING MAINTENANC	26.25
111-53421-171	BUILDING MAINTENANC	174.19
111-53441-142	EQUIPMENT MAINTENA	480.00
111-53441-171	EQUIPMENT MAINTENA	205.13
111-53451-141	VEHICLE MAINTENANCE	809.14
111-53471-171	GROUNDS MAINTENAN	1,311.54
111-53521-111	HEATING FUEL	318.67
111-53521-141	HEATING FUEL	201.61
111-53521-142	HEATING FUEL	317.92
111-53521-151	HEATING FUEL	373.10
111-53521-171	HEATING FUEL	117.29
111-53521-172	HEATING FUEL	112.93
111-53561-111	PHONE & INTERNET	5.71
111-53561-112	PHONE & INTERNET	5.44
111-53561-114	PHONE & INTERNET	4.15
111-53561-115	PHONE & INTERNET	1.03
111-53561-121	PHONE & INTERNET	3.59
111-53561-141	PHONE & INTERNET	19.53

## Account Summary

Account Number	Account Name	Expense Amount
111-53561-142	PHONE & INTERNET	1,346.98
111-53561-143	PHONE & INTERNET	44.20
111-53561-151	PHONE & INTERNET	15.61
111-53561-171	PHONE & INTERNET	2.35
111-53561-172	PHONE & INTERNET	2.35
111-53571-141	CELLULAR PHONE	261.38
111-53631-111	RENT-MACHINES	45.00
111-53711-111	SCHOOL & CONFERENCE	85.00
111-53711-141	SCHOOL & CONFERENCE	1,500.00
111-53821-171	PROP & EQUIP INSURAN	184.77
111-53831-111	LIABILITY INSURANCE	950.00
111-54311-171	STRUCTURES	6,000.00
111-54391-171	PATHWAY	120.00
212-52111-212	DEPARTMENT SUPPLIES	432.76
212-52171-212	STREET REPAIR SUPPLIE	2,340.00
212-53111-212	CONTRACTUAL SERVICE	15,546.53
212-53431-212	ELECTRICAL MAINTENA	17,422.00
212-53521-212	HEATING FUEL	774.39
212-53561-212	PHONE & INTERNET	7.76
213-52111-213	DEPARTMENT SUPPLIES	1,416.66
213-53561-213	PHONE & INTERNET	5.44
215-53111-111	CONTRACTUAL SERVICE	47,781.98
224-53111-113	CONTRACTUAL SERVICE	190.00
224-53561-113	PHONE & INTERNET	1.61
224-59111-114	ECONOMIC DEVELOPME	6,383.33
321-57222-111	DEBT SVC (INT) - TIF	10,445.62
511-54411-171	EQUIPMENT	13,462.00
621-52111-621	DEPARTMENT SUPPLIES	12,587.05
621-53111-621	CONTRACTUAL SERVICE	1,451.37
621-53194-621	POST CLOSURE CARE	2,562.50
621-53441-621	EQUIPMENT MAINTENA	127.50
621-53451-621	VEHICLE MAINTENANCE	1,672.13
621-53521-621	HEATING FUEL	349.96
621-53561-621	PHONE & INTERNET	2.78
631-52111-631	DEPARTMENT SUPPLIES	696.83
631-52511-631	GASOLINE	276.26
631-52521-631	OTHER FUEL	948.88
631-53111-631	CONTRACTUAL SERVICE	558.22
631-53531-631	ELECTRIC POWER	14,728.79
631-53561-631	PHONE & INTERNET	10.95
641-52111-641	DEPARTMENT SUPPLIES	374.00
641-52117-641	SAMPLES	693.00
641-52411-641	POSTAGE	235.81
641-52511-641	GASOLINE	591.80
641-52521-641	OTHER FUEL	117.06
641-52611-641	CHEMICALS	5,414.12
641-53111-641	CONTRACTUAL SERVICE	658.29
641-53441-641	EQUIPMENT MAINTENA	80.00
641-53461-641	FACILITY REPAIRS	4,556.00
641-53521-641	HEATING FUEL	128.82
641-53531-641	ELECTRIC POWER	7,759.12
641-53561-641	PHONE & INTERNET	2.51
661-53561-661	PHONE & INTERNET	0.52
721-53561-721	PHONE & INTERNET	0.62
725-53441-725	EQUIPMENT MAINTENA	815.42
725-53521-725	HEATING FUEL	197.24
725-53561-725	PHONE & INTERNET	1.27

**Account Summary**

Account Number	Account Name	Expense Amount
812-53861-112	PREMIUM EXPENSE	41,204.28
	<b>Grand Total:</b>	<b>250,327.51</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	192,099.39
3121657222	389.40
3121757222	1,364.43
3121857222	2,899.93
3122057222	4,773.63
3122157222	357.03
3122257222	376.36
3122357222	284.84
40001-53111	47,781.98
6002053561	0.52
	<b>Grand Total:</b>
	<b>250,327.51</b>

# **City of Scottsbluff, Nebraska**

**Monday, May 4, 2020**

**Regular Meeting**

## **Item Bids1**

**Council to discuss and consider action on awarding the bid for the 23 Club Improvements Project, including base bid and all alternates, to Paul Reed Construction for \$1,205,090.16.**

Staff Contact: Mark Bohl, Public Works Director

April 29, 2020

Jordan Diedrich  
Deputy Director of Public Works  
City of Scottsbluff  
2525 Circle Drive  
Scottsbluff, NE 69361

RE: 23 Club Project Bids

Jordan:

The 23 Club Improvements project was re-bid on April 28, 2020 after being previously bid last summer but not awarded at the time. For the re-bid, the City received two bids from Anderson-Shaw Construction and Paul Reed Construction. The project bid included a base bid for the primary improvements and four alternate schedules as well. A summary of the bid schedules and alternates is attached.

The low bidder for the project was Paul Reed Construction with a base bid of \$1,065,968.62 and a total with all alternates of \$1,205,090.16.

The Engineer's estimate for the project was \$1,174,920 for the base bid and \$1,340,520 for the based bid and alternates.

With the bids received being below the estimated amounts, and with the current funding in place and/or committed to the project at approximately 1.4 million dollars, we would recommend award of the base bid and Alternates 1, 2, 3, and 4 for a total contract value of \$1,205,090.16.

With the schedule of the 2020 baseball season still pending due to the current pandemic, the exact construction start date is not yet determined. However, the project will begin sometime this summer and should be ready for the 2021 baseball season.

Please let us know if you have any questions.

Thank you,

Baker & Associates, Inc.



Jack Baker, P.E.



Engineers\*Architects\*Surveyors  
 120 E. 16th St., Suite A  
 Scottsbluff, NE 69361

Project: **23 Club Baseball Complex**  
 Owner: City of Scottsbluff/23 Club Re-Bid  
 Contract No: **002-170-20**

Bid Date:

Item #	Description/ Units	Unit	Total Quantity	Engineers Probable Costs		Paul Reed Construction		Anderson Shaw	
				Unit Price	Item Totals	Unit Price	Item Totals	Unit Price	Item Totals *
	Total - Schedule A				\$492,120.00		\$439,245.42		\$553,236.70
	Total - Schedule B				\$373,300.00		\$348,618.20		\$369,739.70
	Total - Schedule C				\$309,500.00		\$275,105.00		\$262,575.20
	Total Base Bid - All Schedules				\$1,174,920.00		\$1,062,968.62		\$1,185,551.60
	Total - Alternate #1				\$35,000.00		\$8,391.17		\$30,396.00
	Total - Alternate #2				\$80,500.00		\$91,589.34		\$82,017.84
	Total - Alternate #3				\$23,900.00		\$13,771.03		\$18,171.84
	Total - Alternate #4				\$26,200.00		\$28,370.00		\$30,825.38
	Total Bid - All Schedules and Alternates				\$1,340,520.00		\$1,205,090.16		\$1,346,962.66
	Addendum 1						Yes		Yes
	Addendum 2						Yes		Yes
	Bid Bond (5%)						Yes		Yes

\* Contains figures that differ from bid form due to calculation errors



# **City of Scottsbluff, Nebraska**

**Monday, May 4, 2020**

**Regular Meeting**

## **Item Resolut.1**

**Council to discuss and consider action on the Professional Services Agreement Supplement No. 5 Preliminary Engineering between the City of Scottsbluff and M.C. Schaff & Associates for the Scottsbluff Monument Valley Pathway North Project and approve the Resolution.**

Staff Contact: Mark Bohl, Public Works Director

Agreement No.	BO1231-005
Effective (NTP) Date	03/25/2020
Supplement Amount	\$34,273.47
Total Agreement Amount	CPFF \$668,370.66

**PROFESSIONAL SERVICES AGREEMENT  
SUPPLEMENT NO. 5  
PRELIMINARY ENGINEERING**

CITY OF SCOTTSSLUFF  
M.C. SCHAFF & ASSOCIATES  
PROJECT NO. ENH-79(42)  
CONTROL NO. 51512  
SCOTTSSLUFF MONUMENT VALLEY PATHWAY NORTH

**THIS SUPPLEMENTAL AGREEMENT** is between the CITY OF SCOTTSSLUFF ("LPA") and M.C. SCHAFF & ASSOCIATES ("Consultant"), collectively referred to as the "Parties".

**WHEREAS**, Consultant and LPA entered into an agreement ("Original Agreement") executed by LPA on October 1, 2012, for Consultant to provide Preliminary Engineering for LPA's project, and

- (1) Supplemental Agreement #1 executed by LPA on December 1, 2014;
- (2) Supplemental Agreement #2 executed by LPA on October 3, 2016;
- (3) Supplemental Agreement #3 executed by LPA on February 5, 2018;
- (4) Supplemental Agreement #4 executed by LPA on June 21, 2018; for Consultant to provide Preliminary Engineering for LPA's project, and

**WHEREAS**, it is necessary that services as outlined in Exhibit "A" be added under this Supplemental Agreement, and

**WHEREAS**, it is necessary to increase Consultant's compensation by this Supplemental Agreement for the additional work necessary to complete the services under this Agreement, and

**WHEREAS**, LPA desires that this project be developed and constructed under the designation of Project No. ENH-79(42) and formally authorizes the signing of this Agreement, as evidenced by the Resolution of LPA dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, attached as Exhibit "B" and incorporated herein by this reference.

**NOW THEREFORE**, in consideration of these facts and mutual promises, the Parties agree as follows:

**SECTION 1. SCOPE OF SERVICES**

Consultant will perform the additional work as set out in Exhibit "A" Scope of Services and Consultants Fee Proposal, attached and incorporated herein by this reference.

**SECTION 2. NOTICE TO PROCEED AND COMPLETION**

- 2.1 LPA issued Consultant a written Notice-to-Proceed on March 25, 2020. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.

2.2 Consultant will complete all work stipulated in the Original Agreement, Supplemental Agreement(s) #1-4 and this Supplemental Agreement by December 31, 2021.

**SECTION 3. FEES AND PAYMENTS**

Section 2. in Exhibit "B" of the Original Agreement is hereby amended in accordance with Exhibit "A" and as shown below.

For the work required, SECTION 9 FEES AND PAYMENTS of the Original Agreement, as amended in supplement(s) #1-4, is hereby further amended in accordance with Exhibit "A", so that the fixed-fee-for-profit is increased from \$30,802.00 to \$32,218.81, an increase of \$1,416.81. Actual costs are increased from \$603,294.55 to \$636,151.85, an increase of \$32,857.30. The total agreement amount is increased from \$634,097.19 to \$668,370.66 an increase of \$34,273.47, which Consultant must not exceed without the prior written approval of LPA.

**SECTION 4. CONFIDENTIAL INFORMATION**

Documents submitted to LPA, including invoices, supporting documentation, and other information are subject to disclosure by LPA under the Nebraska Public Records Act found at Neb.Rev.Stat. § 84-712 et.seq. Accordingly, Consultant shall redact or not submit to LPA information that is confidential, including, but not limited to, financial information such as social security numbers, tax ID numbers, or bank account numbers. Consultant understands that LPA does not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against LPA for the disclosure of such information.

**SECTION 5. CONSULTANT CERTIFICATION AND REAFFIRMATION**

The undersigned duly authorized representative of Consultant, by signing this Supplemental Agreement, hereby reaffirms, under penalty of law, the truth of the certifications set out in the Original Agreement and all Supplements thereto, including this Supplement. Further, Consultant has a duty to inform LPA of any material changes in the accuracy of all assertions set out in the Original Agreement and all Supplements thereto.

**SECTION 6. CERTIFICATION BY LPA**

By signing this Supplemental Agreement, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

**SECTION 7. ENTIRE AGREEMENT**

The Original Agreement, any and all other previous supplements thereto, and this Supplemental Agreement, constitute the entire agreement ("The Agreement") between the Parties. The Agreement supersedes any and all other previous communications, representations, or other understandings, either oral or written; all terms and conditions of the Original Agreement and all

PROFESSIONAL SERVICES AGREEMENT – SUPPLEMENT

previous supplements thereto, to the extent not superseded, remain in full force and effect, and are incorporated herein as if set forth in their entirety.

**IN WITNESS WHEREOF**, the Parties hereby execute this Supplemental Agreement pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Supplemental Agreement, attest and affirm the truth of each and every certification and representation set out herein.

**EXECUTED** by the Consultant on: \_\_\_\_\_

M.C. SCHAFF & ASSOCIATES  
David Schaff, P.E.

\_\_\_\_\_  
Vice President

STATE OF NEBRASKA     )  
                                  )ss.  
SCOTTS BLUFF COUNTY    )

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

**EXECUTED** by LPA this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF SCOTTSBLUFF  
Raymond Gonzales

\_\_\_\_\_  
Mayor

**Subscribed and sworn** to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Clerk

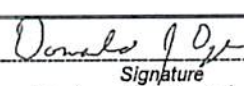
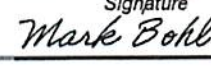
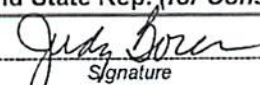
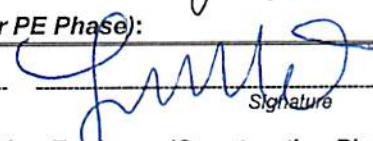
STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION  
Form of Agreement Approved for  
Federal Funding Eligibility:

\_\_\_\_\_  
\_\_\_\_\_

## Consultant Work Order (Local Projects)

Project No.: ENH-79(42)		Control No.: 51512
Consultant: (Name and Representative) M.C. Schaff & Associates	Agreement No.: BO1231	Work Order No.: 4
LPA: (Name and Representative) City of Scottsbluff - Mark Bohl		Constr. Change Order No.: (If applicable)
<p>All parties agree the following described work needs to be performed by the consultant as part of the referenced project. All parties concur and hereby give notice to proceed based on the following: justification to modify contract, scope of services, deliverables, schedule, and estimated total fee. All other terms of existing agreements between the parties are still in effect. It is understood by all parties that the work described herein will become part of a future supplement to the agreement indicated above.</p> <p>Justification to modify agreement: (Include scope of services, deliverables, and schedule) This work would cover staking of the condemnation plats, answer questions during the bidding process of contractors, review of shop drawings during construction, and construction consultation from the bridge design engineer during construction.</p>		
<b>Work Title</b>	<b>Summary of Fee</b>	
	A. Total Direct Labor Cost =	3,966.86
	B. Overhead (Factor * x A) =	7,790.91
	C. A + B =	11,757.77
	D. Profit/Fee (Factor ** x C) =	1,416.81
*Overhead Factor: 196.40%	E. FCCM (Factor*** x A) =	
**Profit/Fee Factor: 12.05%	F. Direct Non-Labor Cost =	
***Facility Capital Cost of Money (FCCM): %	G. Subconsultant Services =	21,098.89
Total Fee Notes:	<b>TOTAL FEE: C + D + E + F + G =</b>	<b>\$34,273.47</b>
	<input type="checkbox"/> ESTIMATED TOTAL FEE:	
	<input type="checkbox"/> FINAL TOTAL FEE:	

**Work Order Authorization – May be granted by email and attached to this document.**

<b>Consultant:</b>		
Donald J. Dye		3/16/2020
Name	Signature	Date
LPA: Mark Bohl		3/17/2020
Name	Signature	Date
<b>LPS PC (for Preliminary Engineering) and State Rep. (for Construction Engineering):</b>		
Judy Borer		3-17-2020
Name	Signature	Date
<b>LPS Unit Head Review (for PE Phase):</b>		
Nicole Taylor		03/17/20
Name	Signature	Date
<b>LPS Manager or Construction Engineer (Construction Phase):</b>		
	Signature	Date
<b>FHWA: (FHWA Approval on Full Oversight Projects Only):</b>		
	Signature	Date

Notice to Proceed will be granted by email by:  
LPS PC for Preliminary Engineering & CD PC for Construction Engineering.

FMIS Approval Date: 3/20/20
--------------------------------

Notice to Proceed Date: 3/25/20
------------------------------------

Distribution: Consultant, LPA – RC, State Rep., FHWA, LPS PC, NDOT Agreements Engineer, Highway Funds Manager, CD PC  
NDOT Form 250, November 18

**Scope of Services  
Scottsbluff Monument Valley Pathway North  
City of Scottsbluff  
Project No. ENH-79(42), CN 51512  
Additional Engineering Design Services  
Bidding and Construction Services**

The scope of services provides for the Consultant to provide additional professional services for the project management, additional design services required due to the change in alignment of the pathway due to development that has taken place since the original design and elimination of part of the pathway, and the environmental reevaluation of the project. The environment reevaluation will be completed by HDR.

**The Consultant shall provide the following additional services:**

**1. Project Management**

- 1.6. Additional Contract Administration/Coordination
- 1.7. Monthly Progress Reporting and Invoicing (3 Additional Invoices)

**12. Bidding Services**

- 12.1. Answer Questions During Bidding Process
- 12.2. Review Bids and assist NDOT/City in Contractor Selection

**13. Construction Services**

- 13.1. Review Shop Drawings

*Project Number: ENH-79(42)  
Control Number: 51512  
Project Name: Scottsbluff Monument Valley Pathway North*

Exhibit "A"  
Page 2 of 9





# Scottsbluff Monument Valley Pathway North Labor Rates

**Project Name:** Scottsbluff Monument Valley Pathway North  
**Project Number:** ENH-79(42)  
**Control Number:** 51512  
**Location (City, County):** Scottsbluff, Nebraska  
**Firm Name:** M.C. Schaff & Associates  
**Consultant Project Manager:** Don Dye  
**Phone/Email:** 308-625-1926 / ddye@mcschaff.com  
**LPA Responsible Charge:** Mark Bohl  
**Phone/Email:** 308-630-6256 / mbohl@scottsbluff.org  
**NDOR Project Coordinator:** Judy Borer  
**Phone/Email:** 402-479-4435 / judy.borer@nebraska.gov  
**Date:** March 16, 2020

Labor Costs:		Hours	Blended Rate	Amount
Code	Classification Title			
PR	Principal	8	\$89.40	\$715.20
PM	Project Manager	48	\$52.88	\$2,538.24
PE	Professional Engineer	14	\$40.00	\$560.00
EI	Engineer Intern			
CAD	CAD Technician		\$27.64	
DR	Drafter		\$22.12	
C	Clerical	6	\$25.57	\$153.42
LS	Licensed Surveyor		\$27.00	
S	Surveyor		\$27.00	
UD2	User Defined 2			
UD3	User Defined 3			
<b>TOTALS</b>		<b>76</b>		<b>\$3,966.86</b>

**Overhead Rate:** 196.40%      **Fixed Fee:** 12.05%

**CLASSIFICATIONS:**

PR = Principal	EI = Engineer Intern	S = Surveyor
PM = Project Manager	CAD = CAD Technician	UD2 = User Defined 2
PE = Professional Engineer	DR = Drafter	UD3 = User Defined 3
LS = Licensed Surveyor	C = Clerical	

**Blended Rates Worksheet**

STAFFING PLAN			
EMPLOYEE NAME	CLASSIFICATION <sup>1</sup>	SALARY RATE	% ASSIGNED <sup>2</sup>
<b>Principal</b>			
David Schaff	Principal	\$89.40	100.00%
		Blended Rate:	\$89.40
<b>Project Manager</b>			
Don Dye	Project Manager	\$52.88	100.00%
		Blended Rate:	\$52.88
<b>Professional Engineer</b>			
Adam Vath	Professional Engineer	\$40.00	100.00%
		Blended Rate:	\$40.00
<b>Engineer Intern</b>			
	Engineer Intern		
		Blended Rate:	
<b>CAD Technician</b>			
Susan Myers	CAD Technician	\$27.64	100.00%
		Blended Rate:	\$27.64
<b>Drafter</b>			
Troy Dondelinger	Drafter	\$22.12	100.00%
		Blended Rate:	\$22.12
<b>Clerical</b>			
Alicia Aschenbrenner	Clerical	\$28.00	75.00%
Michelle Burchette	Clerical	\$18.28	25.00%
		Blended Rate:	\$25.57
<b>Licensed Surveyor</b>			
Dennis Sullivan	Licensed Surveyor	\$27.00	100.00%
		Blended Rate:	\$27.00
<b>Surveyor</b>			
Dustin Beaudette	Surveyor	\$27.00	50.00%
Gregg Schilz	Surveyor	\$27.00	50.00%
		Blended Rate:	\$27.00

<sup>1</sup> Input actual employee classification as designated by firm.  
<sup>2</sup> Total of "% Assigned" must equal 100% for each personnel classification category. If one person in classification, list them as 100% for "% Assigned".

Project Number: ENH-79(42)  
 Control Number: 51512  
 Project Name: Scottsbluff Monument Valley Pathway North

Exhibit "A"  
 Page 4 of 9



## Scottsbluff Monument Valley Pathway North Direct Expenses

Project Name: **Scottsbluff Monument Valley Pathway North**  
 Project Number: **ENH-79(42)**  
 Control Number: **51512**  
 Location (City, County): **Scottsbluff, Nebraska**  
 Firm Name: **M.C. Schaff & Associates**  
 Consultant Project Manager: **Don Dye**  
 Phone/Email: **308-625-1926 / ddye@mcschaff.com**  
 LPA Responsible Charge: **Mark Bohl**  
 Phone/Email: **308-630-6256 / mbohl@scottsbluff.org**  
 NDOR Project Coordinator: **Judy Borer**  
 Phone/Email: **402-479-4435 / judy.borer@nebraska.gov**  
 Date: **March 16, 2020**

Subconsultants:	Quantity	Unit Cost	Amount
Construction Phase Services (HDR)			\$21,098.89
<b>Subtotal</b>			\$21,098.89

Printing and Reproduction:	Quantity	Unit Cost	Amount
<b>Subtotal</b>			

Mileage/Travel:	Quantity	Unit Cost	Amount
<b>Subtotal</b>			

Lodging/Meals:	Quantity	Unit Cost	Amount
<b>Subtotal</b>			

Other Miscellaneous Costs:	Quantity	Unit Cost	Amount
<b>Subtotal</b>			
<b>TOTAL DIRECT EXPENSES</b>			<b>\$21,098.89</b>

2011 Standard Rates*		Rate	
Type		Statewide	Omaha/Douglas County
Company Automobile		Prevailing standard rate as established by the IRS, currently \$0.51 /mi	
Survey Vehicle		Prevailing standard rate as established by the IRS, currently \$0.535 /mi	
Black and White Copies		Actual reasonable cost	
Color Copies		Actual reasonable cost	
Miscellaneous Postage, Mailing, Deliveries Etc.		Actual reasonable cost	
Equipment		Actual reasonable cost	
Privately Owned Vehicle		Actual reimbursement amount to employee, not to exceed rates for company vehicles outlined above	
Automobile Rental		Actual reasonable cost	
Air fare		Actual reasonable cost, giving the State all discounts	
Lodging		Actual cost, (excluding taxes & fees), not to exceed federal GSA reimbursement guidelines, not to exceed \$77 per person daily statewide; not to exceed \$104 in Omaha/Douglas County.	
Meals		Actual cost, not to exceed federal GSA reimbursement guidelines, currently:	
	Breakfast	\$7.00	\$10.00
	Lunch	\$11.00	\$15.00
	Dinner	\$23.00	\$31.00
	Incidentals	\$5.00	\$5.00
	<b>Totals</b>	<b>\$46.00</b>	<b>\$61.00</b>

\* A full list of rates can be found at the following website: [www.qsa.gov/perdiem](http://www.qsa.gov/perdiem)

## Scottsbluff Monument Valley Pathway North Project Cost

Project Name: Scottsbluff Monument Valley Pathway North  
 Project Number: ENH-79(42)  
 Control Number: 51512  
 Location (City, County): Scottsbluff, Nebraska  
 Firm Name: M.C. Schaff & Associates  
 Consultant Project Manager: Don Dye  
 Phone/Email: 308-625-1926 / ddye@mcschaff.com  
 LPA Responsible Charge: Mark Bohl  
 Phone/Email: 308-630-6256 / mbohl@scottsbluff.org  
 NDOR Project Coordinator: Judy Borer  
 Phone/Email: 402-479-4435 / judy.borer@nebraska.gov  
 Date: March 16, 2020

Direct Labor Costs:	Hours	Rate	Amount
<b>Personnel Classification</b>			
Principal	8	\$89.40	\$715.20
Project Manager	48	\$52.88	\$2,538.24
Professional Engineer	14	\$40.00	\$560.00
Engineer Intern			
CAD Technician		\$27.64	
Drafter		\$22.12	
Clerical	6	\$25.57	\$153.42
Licensed Surveyor		\$27.00	
Surveyor		\$27.00	
<b>TOTALS</b>	<b>76</b>		<b>\$3,966.86</b>

Direct Expenses:	Amount
Subconsultants	\$21,098.89
Printing and Reproduction Costs	
Mileage/Travel	
Lodging/ Meals	
Other Miscellaneous Costs	
<b>TOTALS</b>	<b>\$21,098.89</b>

Total Project Costs:	Amount
Direct Labor Costs	\$3,966.86
Overhead @ 196.40%	\$7,790.91
Total Labor Costs	\$11,757.77
Fixed Fee @ 12.05%	\$1,416.81
Direct Expenses	\$21,098.89
<b>PROJECT COST</b>	<b>\$34,273.47</b>

Project Number: ENH-79(42)  
 Control Number: 51512  
 Project Name: Scottsbluff Monument Valley Pathway North

Exhibit "A"  
 Page 6 of 9



## Scottsbluff Monument Valley Pathway North Cost by Task

Project Name: **Scottsbluff Monument Valley Pathway North**  
 Project Number: **ENH-79(42)**  
 Control Number: **51512**  
 Location (City, County): **Scottsbluff, Nebraska**  
 Firm Name: **M.C. Schaff & Associates**  
 Consultant Project Manager: **Don Dye**  
 Phone/Email: **308-625-1926 / ddye@mcschaff.com**  
 LPA Responsible Charge: **Mark Bohl**  
 Phone/Email: **308-630-6256 / mbohl@scottsbluff.org**  
 NDOR Project Coordinator: **Judy Borer**  
 Phone/Email: **402-479-4435 / judy.borer@nebraska.gov**  
 Date: **March 16, 2020**

Tasks	Total Hours	Direct Labor Cost	Overhead 196.40%	Fixed Fee 12.05%	Total Project Cost
<b>For Engineering Services:</b>					
1. Project Management	32	\$1,729.00	\$3,395.76	\$617.53	\$5,742.29
12. Bidding Services	18	\$1,072.16	\$2,105.72	\$382.93	\$3,560.81
13. Construction Services	12	\$1,165.70	\$2,289.43	\$416.34	\$3,871.47
Direct Expenses					\$21,098.89
<b>TOTAL</b>	<b>62</b>	<b>\$3,966.86</b>	<b>\$7,790.91</b>	<b>\$1,416.80</b>	<b>\$34,273.46</b>

Project Number: ENH-79(42)  
 Control Number: 51512  
 Project Name: Scottsbluff Monument Valley Pathway North

Exhibit "A"  
 Page 7 of 9

**Scottsbluff Monument Valley Pathway North  
Proj. No. ENH-79(42), CN 51512**

**Scope of Work**

**Task 1.0 - Shop Drawing / Contractor Submittal Review:** The following shop drawings / contractor submittals and the associated number of drawings for review are anticipated for the project.

**Pedestrian Bridge Over US-26**

- 1 General Notes
- 2 Anchor Bolt Plan & Bearing Reactions
- 3 Truss Plan & Elevation
- 4 Truss Cross Section
- 5 Bearing and Mesh Panel Details
- 6 Field Splice Details
- 7 Lighting Bracket Details
- 8 Portal Frame Details
- 9 Portal Frame Weld Details
- 10 Precompressed Polyethylene Joint
- 11 Powder Coating Submittal

**Pedestrian Railing**

- 1 Pedestrian Railing - North Side Plan
- 2 Pedestrian Railing - South Side Plan
- 3-4 Type A-1 Rail Details
- 5-6 Type A-2 Rail Details
- 7 Type B Details
- 8 Type B Gate Details

**Lighting**

- 1 Type PL1 Pole Mounted Luminaire
- 2 Type PL2 Pole Mounted Luminaire
- 3 Type SL LED Strip Lights & Driver
- 4 Type BL Bridge Mounted Fixture & Driver
- 5 Lighting Controller No. 1
- 6 Misc. Junction Boxes & Hardware

**Pedestrian Bridge over Scottsbluff Drain**

- 1 General Notes
- 2 Anchor Bolt Plan & Bearing Reactions
- 3 Truss Plan & Elevation
- 4 Truss Cross Section
- 5 Bearing & Handrail Details
- 6 Precompressed Polyethylene Joint

**Landscaping**

- 1 Buffalo Grass Seed Mix Submittal
- 2 Landscape Tree, Shrub, Grass & Perennial Submittal
- 3 Metal Edging Submittal

**MSE Walls**

- 1 General Notes
- 2 MSE Wall 1 Plan
- 3-6 MSE Wall 1 Elevation
- 7-13 MSE Wall 1 Panel Details
  
- 14 MSE Wall 2 Plan
- 15-18 MSE Wall 2 Elevation
- 19-25 MSE Wall 2 Panel Details
  
- 26 MSE Wall 3 Plan
- 27 MSE Wall 3 Elevation
- 28-30 MSE Wall 3 Panel Details
  
- 31 Special Surface Coating Submittal
- 32 Anti-Graffiti Coating Submittal
- 33 Concrete Form Liner Submittal
- 34 CMP Pile Sleeve Submittal

**Task 2.0 - Bidding Assistance:** Provide input to NDOT for questions that may arise during bidding.

**Task 3.0 - Construction Consultation:** Provide consultation for contractor questions and RFI's during construction. No travel to the project site is assumed.

**Scottsbluff Monument Valley Pathway North  
Proj. No. ENH-79(42), CN 51512**

**HDR Additional Fee for Change Work Order**

**MAN HOUR SUMMARY**

	<u># of Shop Drawings/ Submittals</u>	<u>PM/Sr. Engineer</u>	<u>Project Engineer</u>	<u>Technician</u>
<b>Shop Drawing / Contractor Submittal Review</b>				
- See attached sheet for anticipated submittal list				
-Use 0.25 hrs./sht. For PM/Sr. Engineer, 1.25 hrs. /sht. for Proj.Engineer.				
Pedestrian Bridge Over US-26	11			
Pedestrian Bridge over Scottsbluff Drain	6			
MSE Walls	34			
Pedestrian Railing	8			
Lighting	6			
Landscaping	3			
	<u>68</u>	17	85	
<b>Assistance During Bidding</b>				
PM/Sr. Engineer		8	--	--
<b>Construction Consultation</b>		<u>16</u>	8	--
	<b>Total Man Hours</b>	<b>41</b>	<b>93</b>	<b>0</b>

**FEE SUMMARY**

	<u>Man Hours</u>		<u>Labor Rate</u>		<u>Total</u>
<b>Labor</b>					
PM/Sr. Engineer	41	x	\$92.25	=	\$3,782.25
Project Engineer	93	x	\$38.63	=	\$3,592.59
Technician	0	x	\$38.16	=	\$0.00
	<u>134</u>				<u>\$7,374.84</u>
<b>Overhead (155.44% of Labor)</b>					\$11,463.45
<b>Profit (12% of Labor + Overhead)</b>					\$2,260.59
					<u>\$21,098.89</u>

**RESOLUTION**

**SIGNING OF PRELIMINARY ENGINEERING AGREEMENT – BO1231-005**

**SUPPLEMENT NO. 5**

City of Scottsbluff

Resolution No. \_\_\_\_\_

**Whereas:** City of Scottsbluff is developing a transportation project for which it intends to obtain Federal funds;

**Whereas:** City of Scottsbluff as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project;

**Whereas:** City of Scottsbluff and M.C. Schaff & Associates wish to enter into a Professional Services Agreement to provide preliminary engineering services for the Federal-aid project.

**Be It Resolved:** by the City Council of the City of Scottsbluff that:

Raymond Gonzales, Mayor of the City of Scottsbluff City Council, is hereby authorized to sign the attached preliminary engineering services agreement between City of Scottsbluff, Nebraska and M.C. Schaff & Associates

NDOT Project Number: ENH-79(42)

NDOT Control Number: 51512

NDOT Project Description: Scottsbluff Monument Valley Pathway North

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020 at \_\_\_\_\_ Nebraska.  
(Month)

The City Council of the City of Scottsbluff, Nebraska

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Board/Council Member \_\_\_\_\_

Moved the adoption of said resolution

Member \_\_\_\_\_ Seconded the Motion

Roll Call: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Abstained \_\_\_\_\_ Absent

Resolution adopted, signed and billed as adopted

Attest:

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

# **City of Scottsbluff, Nebraska**

**Monday, May 4, 2020**

**Regular Meeting**

## **Item Reports1**

**Council to discuss and consider action on the contract renewal for the postage machine at City Hall with Quadient Leasing and authorize the Mayor to sign the Agreement**

**Staff Contact: Liz Hilyard, Finance Director**

**Section (A) Office Information**

Office Number: 9470	Office Name: Midwest Connect	Office Phone #: 308 238 5070	Date Submitted:
------------------------	---------------------------------	---------------------------------	-----------------

**Section (B) Billing Information**

Company Name (Full legal name): City of Scottsbluff		
DBA:		
Billing Address: 2525 Circle Drive		
Billing City: Scottsbluff	State: NE	ZIP Code + 4: 69361
Billing Contact Name: Liz Hilyard	Contact Phone Number: 308 633 3796	
Billing Contact Title: Director of Finance	Contact Fax Number: 308 630 6294	
Billing Contact Email Address: ehilyard@scottsbluff.org	Purchase Order Number:	

**Section (C) Installation Information (if different than Billing Information)**

Company Name (Full legal name): City of Scottsbluff		
Installation Address (No PO Boxes or General Delivery): 2525 Circle Drive		
Installation City: Scottsbluff	State: NE	ZIP Code + 4: 69361
Installation Contact Name: Liz Hilyard	Phone Number: 308 633 3796	
Installation Contact Title: Director of Finance	Fax Number: 308 630 6294	
Installation Contact Email Address: ehilyard@scottsbluff.org		
Main Post Office Name / Mail Drop off: Scottsbluff NE	Post office 5-Digit ZIP Code: 69361	

**Section (D) Products**

Quantity	Model / Part Number	Description (Include Serial Number, if applicable) <input type="checkbox"/> See additional listed products on attached continuation schedule.
1	IX3WP5	IX-3 Series Base w/5lb Integrated Weighing Platform,
2		Moistener, Catch Tray and Ink Cartridge
3		
4		

**Section (E) Lease Payment Information & Lease Payment Schedule**

<b>Tax Status:</b> <input type="checkbox"/> Taxable <input checked="" type="checkbox"/> Tax-Exempt (Certificate attached)	Period	# of Months	Monthly Payment (plus applicable taxes)
	First	63	\$67.94
	Next		
	Next		
	Next		
<b>Billing Frequency:</b> <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually	<b>Current Lease Number:</b> <input type="checkbox"/> ACH (Customer to submit authorization form)		
<b>Billing Method:</b> <input checked="" type="checkbox"/> Standard			

**Section (F) Postage Meter & Postage Funding Information**

Meter Model: IX3AI	Machine Model: IX3WP5
<b>Postage Funding Method:</b> <input checked="" type="checkbox"/> Bill Me <input type="checkbox"/> Prepay By Check <input type="checkbox"/> ACH Debit (Customer to submit authorization form)	<b>Postage Funding Account:</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Existing Account TMS Account # _____ POC Account # _____
<b>Service Products (Check all that apply)</b>	
<input checked="" type="checkbox"/> Online Postal Rates iMeter™ App (SP10) <input type="checkbox"/> Online Postal Expense Manager iMeter™ App (SP20/NeoStats) <input type="checkbox"/> Online E-Services iMeter™ App (SP30) <input type="checkbox"/> Online E-Services with Electronic Return Receipt iMeter™ App (SP35) <input type="checkbox"/> Neoship BASIC – Requires Quadient Postage Funding (EP70) <input type="checkbox"/> Neoship PLUS – Requires Quadient Postage Funding (EP70PLUS) <input type="checkbox"/> Neoship ADVANCED - Requires Quadient Postage Funding (NEOSHIPADV) <input type="checkbox"/> Neoship Install & User Guide (EP70GUIDES) <input type="checkbox"/> RunMyMail <input checked="" type="checkbox"/> Maintenance (provided by your authorized office) <input checked="" type="checkbox"/> Installation & Training (provided by your authorized office) <input type="checkbox"/> Annual Software Support (Maintenance)	
Covered Product:	

**Section (G) Approval**

Existing customers who currently fund the Postage account by ACH Debit will not be converted to a Postage Funding Account unless initial here _____.		
This document consists of a Product Lease Agreement with Quadient Leasing USA, Inc.; and a Postage Meter Rental Agreement, and an Online Services and Software Agreement with Quadient, Inc.; and a Postage Funding Account Agreement with Quadient Finance USA, Inc. Your signature constitutes an offer to enter into such agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version Commercial-Equipment-Lease-Terms-USPS-Dealer-V1-2020), which are also available at <a href="http://www.quadient.com/Commercial-Equipment-Lease-Terms-USPS-Dealer-V1-2020">www.quadient.com/Commercial-Equipment-Lease-Terms-USPS-Dealer-V1-2020</a> , and that you are authorized to sign the agreements on behalf of the customer identified above. The agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.		
Authorized Signature _____	Print Name and Title _____	Date Accepted _____
Accepted by Quadient, Inc. and its Affiliates		Date Accepted _____



# **City of Scottsbluff, Nebraska**

**Monday, May 4, 2020**

**Regular Meeting**

## **Item Reports2**

**Council to receive an update on status and options for handling solid waste.**

**Staff Contact: Rick Kuckkahn, Interim City Manager**



# WASTE CONNECTIONS

**PROPOSAL FOR**

**CITY OF SCOTTSBLUFF**

**SOLID WASTE, RECYCLABLES AND YARD WASTE COLLECTION AND DISPOSAL**

**SUBMITTED BY: WASTE CONNECTIONS OF NEBRASKA, INC.**

**MARCH 27, 2020**

## TABLE OF CONTENTS

- A. Executive Summary
- B. Management and Qualifications
  - 1. Proposer
  - 2. Resumes and Organizational Chart
  - 3. Litigation and Violations
  - 4. Subcontractors
  - 5. Experience
- C. Collection and Management Operations
  - 1. Solid Waste, Recycling and Yard Waste Collection and Handling
  - 2. Billing Support and Customer Service Support
  - 3. Transition and Implementation Plan
  - 4. Transportation and Transfer Station
  - 5. Disposal and Landfill
- D. Implementation and Public Information
- E. Contract Modifications

## A. Executive Summary

Waste Connections of Nebraska is pleased to submit the following proposal to provide service to meet the solid waste, recycling, and yard waste collection needs of the City of Scottsbluff. This proposal addresses Scope A and Scope B and is based on the RFP published March 2, 2020. No RFP addenda were received during development of this proposal.

At Waste Connections of Nebraska, our operations are locally based – including local dispatch and customer service. We are proud to have the best safety record in the business and to be citizens of the community. We live here, work here and give back to our community. While our operations and management are all local, we enjoy the strength and support of being owned by Waste Connections, the third largest waste hauler in the United States. This best-of-both-worlds model allows us to provide the local, hometown values and service to meet your needs, but also the expertise and technology to be the best in the industry. Our Values Statement is more than a slogan on the wall – it is the basis for all decisions and operations in our company. We operate under these guiding values: (1) Safety, (2) Integrity, (3) Customer Service, and (4) To be a Great Place to Work.

With a proven track record of the ability to service Nebraska communities, we thoroughly understand the scope of the work outlined in this request, meet all qualifications, and have the ability and capacity to efficiently service the City of Scottsbluff.

### Key Components of our Proposal:

Price: See Form 2 in Supporting Documents.

Key Personnel and Experience: Waste Connections of Nebraska has a team of seasoned professionals with broad experience in all aspects of the waste disposal industry, including implementation and transition of service for numerous cities across Nebraska. The local staff and management know the City of Scottsbluff and are well prepared to service the City. They also have strong support from the Heartland Division to ensure that they have the training, tools and equipment to succeed.

Collection and Disposal Plan: It is our intention to negotiate with the City of Scottsbluff for the purchase of equipment and lease of facilities currently being used, and to consider all employees currently involved in the trash, recycling and yard waste collection and disposal process who would like to continue in their positions. In the case that we would be unable to purchase or lease City assets, we would obtain four ASL trucks for residential service and two for commercial service, and utilize our maintenance facility in Gering. Residents would be provided three 95-gallon carts for trash, yard waste, and recycling. We would utilize our transfer station in Gering to process trash and recyclables. Landfill trash would ultimately be transported to J Bar J Landfill near Brule, Nebraska, and recyclables to either Stutzman MRF in Hutchinson, Kansas or the facility in Gering for processing. Yard waste would continue to be hauled to the City compost facility.

Billing and Customer Service: One of our primary goals in implementing service to a new city is to provide a seamless transition for customers. Our route management software is an integrated system that manages customer service histories, route lists, and billing information. Our plan would be to bill monthly advanced for all residential and commercial customers. We have typically been able to upload billing data electronically as our system will convert data uploaded in spreadsheet format.

We currently have two customer service representatives in the Scottsbluff/Gering District, and with the addition of the City of Scottsbluff contract we would anticipate adding one more position. Customer Service is one of our core values, and we have an extensive training program to ensure that all calls are handling appropriately, courteously, and in a timely manner.

Transition and Implementation: Waste Connections of Nebraska has experience in implementing service in cities of all sizes across the state. It is always our goal for the transition to be smooth and seamless for the customer, and we work closely with City officials to make that happen. In the case of Scottsbluff, we would work with City officials to evaluate City equipment, containers, facilities, and employees, as well as the compatibility of billing systems. Results of these evaluations would determine procurement, training plans, and transition timeline.

Public Information: A key component of a successful transition is good communication between the customer, the City, and the new hauler. Our local staff knows the community and operations and will have the full support and experience of the Nebraska Division to ensure that customers are informed of the transition and are comfortable that any of their questions or concerns will be addressed. We would work closely with City officials to determine the appropriate communication channels for Scottsbluff, which could include direct mail, newspaper, radio, town hall meetings, website, billboards, or digital ads.

Thank you for the opportunity to submit this proposal. We look forward to providing service to the City of Scottsbluff.

## B. Management and Qualifications

### B.1. Proposer

Name of Local Entity: Waste Connections of Nebraska, Inc.

Local Address: 710 Country Club Road, Gering, NE 69341

Local Manager: Shawn Green, 710 Country Club Road, Gering, NE 69341

Phone: 308-635-6673

Fax: 308-635-8598

Email Address: [shawn.green@wasteconnections.com](mailto:shawn.green@wasteconnections.com)

Website Address: <https://www.wasteconnections.com/waste-connections-of-nebraska-gering>

Nebraska Division Office Address: 10810 South 144<sup>th</sup> Street, Omaha, NE 68138

Nebraska Registered Agent: CSC-Lawyers Incorporating Service Company

233 South 13<sup>th</sup> Street, Suite 1900

Lincoln, NE 68508

Parent Company: Waste Connections, 3 Waterway Square Place #110, The Woodlands, TX 77380

Phone: (832) 442-2200

Website: <https://www.wasteconnections.com/>

Relationship to Proposer: Parent Company

John Love has authority to sign this proposal on behalf of Waste Connections of Nebraska.

No subcontractors or joint venture partners will share significant and substantive responsibilities.

Organization and Licensing Documentation: See Exhibit A

### B.2. Resumes and Organizational Chart

Resumes of Key Personnel: The following individuals will perform the substantive responsibilities for implementing and fulfilling contract obligations should Waste Connections of Nebraska be awarded the contract.

*Shawn Green, District Manager.* Shawn has been with Waste Connection for the past 21 years as manager of the Scottsbluff/Gering District. Prior to 2000, Shawn and his family owned and operated Valley Sanitation for 10 years. As manager of the Scottsbluff/Gering District, his team has an exemplary safety and environmental record. His team strives to provide great and timely service where the customer is the priority. Shawn will be responsible for the day to day management and operations of service to the City of Scottsbluff. Shawn can be reached at 308-635-6673 or [Shawn.Green@WasteConnections.com](mailto:Shawn.Green@WasteConnections.com).

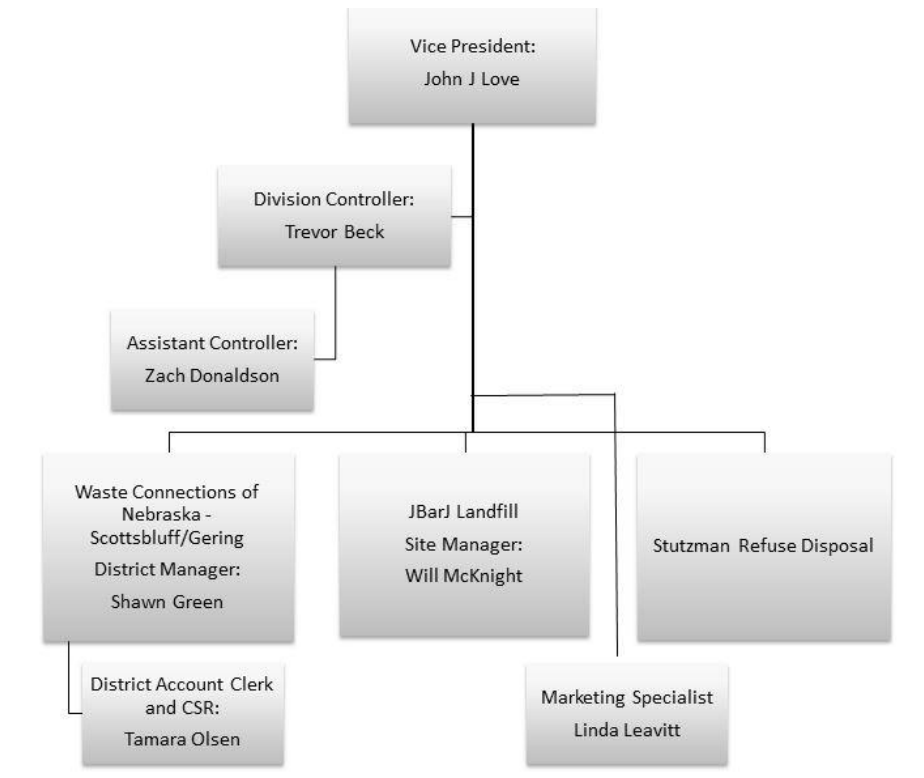
*Tammy Olsen, District Accounting Clerk and Customer Service Representative.* Tammy has been with Waste Connections for three years. She has brought about positive changes with her customer service knowledge and accounts receivable experience. She is responsible for setting up service, collecting past due accounts, and preparing monthly reports, just to name a few of her duties. She brings with her more than 20 years of accounting and customer service experience. Tammy will be the primary contact person for customer service and billing issues. Tammy can be reached at 308-632-6060 or [Tamara.Olsen@WasteConnections.com](mailto:Tamara.Olsen@WasteConnections.com).

*John Love, Division Vice President.* John has been with the Waste Connections team since 2012, and has managed the Heartland Division since 2014. His experience includes more than 30 years in the waste management field with responsibilities ranging from operations management to strategic planning. His industry expertise and priorities include safety, customer service, environmental compliance, and recycling programs. Under his leadership, Waste Connections has established an outstanding safety record and is an industry leader in environmental responsibility. He earned his BA in Economics from the University of Texas and his MBA from the University of Houston. John is the primary point of contact for the proposal and contract discussions. Contact information is [John.Love@WasteConnections.com](mailto:John.Love@WasteConnections.com), 402-346-7800.

*Trevor Beck, Division Controller.* Trevor began his career with Waste Connections in 2013 and rapidly moved up within the company to his current position, which he has held since January 2017. He earned his Bachelors in Accounting from Northwest Missouri State. He leads a staff of six professionals that handle all financial reporting and account maintenance and billing functions. Trevor is the key individual for any proposal or contract issues regarding financials or pricing. Trevor’s email is [Trevor.Beck@WasteConnections.com](mailto:Trevor.Beck@WasteConnections.com) and phone is 402-346-7800.

*Linda Leavitt, Marketing Specialist.* Linda has been with Waste Connections since June of 2017 and quickly established herself as the go-to person for public outreach and communications. She played an integral role in the public education and transition phases of implementing a new trash and recycling program for the City of Bellevue. She brings a strong background of organizational and communication experience to the team, and holds a BS in Agribusiness and MBA from the University of Nebraska. Linda is involved in managing the proposal and will be spearheading the public outreach efforts should Waste Connections win the contract. Linda can be reached at [Linda.Leavitt@WasteConnections.com](mailto:Linda.Leavitt@WasteConnections.com) or 402-346-7800.

Organizational Chart:



B.3. Litigation and Violations

On or about February 23, 2015, the City of Fremont, Nebraska, filed a complaint against Waste Connections of Nebraska, Inc. (“WCNE”) in the Dodge County District Court alleging that WCNE had failed to pay certain amounts owed to the City in connection with WCNE’s operation of the City of Fremont Transfer Station. The parties met on March 31, 2015, and resolved their differences, and the lawsuit was dismissed. WCNE continues to operate the transfer station pursuant to a year-to-year operating agreement that has been successfully renewed each year since 2015.

#### B.4. Subcontractors

No subcontractors will be used.

#### B.5. Experience

Waste Connections of Nebraska has approximately 100 municipal contracts in the state of Nebraska. We have encountered no major problems in fulfilling these contracts. We have contracts with cities and towns of all sizes and service levels. A few key projects are described in the table below.

Municipality	Trash	Recycling	Yard Waste	Commercial Service	Number of Customers	Tonnage	Annual Revenue	Reference
City of Bridgeport	X		X	X	705	21T/week	\$169,000	Dory Huck, City Clerk P.O. Box 280 Bridgeport, NE 69336 308-262-1623
City of Minatare	X		X	X	306	7T/week	\$ 74,000	Carolyn Nelson, Clerk P.O. Box 483 Minatare, NE 69356 308-83-1414
Village of Terrytown	X		X	X	526	12T/week	\$ 91,000	Linda Green, Clerk 116 Terry Blvd. Gering, NE 69341 308-632-212
City of Bellevue	X	X	X		16,600	351T/week	\$ 2.8 M	Epiphany Ramos Wastewater Operations Manager 8902 Cedar Island Rd Bellevue, NE 68147 402-293-3136
Offutt AFB	X	X	X		1,784	40T/week	\$263,000	Dora Spuch Director of Property Management 3116 Lockbourn Dr, Bellevue, NE 68123 402-991-9840
City of Louisville	X	X	X		501	11T/week	\$ 78,000	Dee Arias City Clerk/Treasurer 210 Main St Louisville, NE 68037 402-234-7705
City of Syracuse	X	X		X	659	15T/week	\$232,000	Peggy Holeschiedt, City Clerk P.O. Box F Syracuse, NE 68446 402-269-2173



## C. Collection and Management Operations

### C.1. Solid Waste, Recycling and Yard Waste Collection and Handling

Collection Equipment and Containers: It is our intention to negotiate with the City for the purchase of the equipment and containers currently used by the City. Should we be unable to reach an agreement for purchase of City owned equipment and containers, we estimate that service to the City would require four ASL trucks for residential service and two for commercial service. These trucks typically have 36 yard capacity with gross weight of approximately 54,000 pounds. Commercial Side Load trucks service 96 gallon, 1.5 yard, 2.0 yard and 3.0 yard receptacles with right or left side service depending on the truck on route, and can service up to 50 stops per hour depending on the density of the route. Automated Side Load trucks service 96 gallon receptacles and can service up to 100 stops per hour depending on the density of the route. Frontline trucks have service life of ten years at which time they will be replaced and used as spare trucks. All vehicles are identified by name of company, phone number, and a truck number displayed prominently on the side. Separate trucks would be assigned for trash, yard waste, and recyclables so that each waste stream is collected separately. Residential customers would be provided three 95 gallon wheeled and lidded carts – one each for trash, recycling, and yard waste. Containers would be identified so that the three waste streams would be kept separate.

Subcontractors for Container Inventory and Delivery: No subcontractors will be used for container inventory and delivery.

Route Management System: In the case of the City of Scottsbluff contract, our intention is to review the current routes and minimize changes during the transition period. We review and modify routes on a regular basis for efficiency and balance, but do our best to minimize changes to service days. All of our trucks are equipped with radios, on-board tablets and drive cams. This technology allows drivers to contact dispatch regarding blocked commercial containers or other exceptions, and the tablets allow the driver to record no set-outs, route progress, or to photograph out of the ordinary materials or contaminants. Our on-board systems allow close-to-real time updates between the truck and dispatcher.

Destination for Collected Materials: Waste Connections of Nebraska will utilize the transfer station in Gering. Landfill trash will ultimately be transported to J Bar J Landfill near Brule, Nebraska. Due to the current volatility of the single stream recyclables market, the destination for recyclables will be made based on the best facility at the time of collection. We are fortunate to have a number of excellent processing facilities available. Most likely, recyclables will be transported and processed at Stutzman MRF in Hutchinson, KS or City of Gering. Yard waste will be handled at the City owned facility.

Recycling Facility Description: As noted above, the destination for recyclables will be dependent upon which facility is the best option at the time of collection. If the decision is made not to utilize the City of Gering facility, then we would most likely use the Stutzman MRF which is located at 315 W Blanchard, South Hutchinson, KS and operates from 6:00 am-4:00 pm M-F.

This facility utilizes single stream processing equipment which reads size and dimension of the material. At the first station, contaminants are manually removed. Next, cardboard is removed by using a series of rotating discs that are spaced 14 inches apart. Anything smaller falls through and anything larger floats across the top. Then everything goes across a glass breaker, where only the glass breaks so it falls through and the rest floats across the top. The remainder

(smaller paper and rigids) then goes on to two screens that are angled up. These screens have rubber discs that are offset to make the material bounce. Because of the angle of the screens, everything that is three dimensional (rigids – plastics, tin and aluminum) fall backwards while everything two dimensional (paper) goes over the top. The result is mixed paper which is put into compactors and hauled to a paper mill five miles away. The plastics, tin and aluminum go to another line where they are manually sorted by grade, baled and sold via brokers. The glass goes through another machine that breaks it down to the consistency of sand and sifts out any contaminants. It then gets delivered to a fiberglass insulation company to melt down for their process.

The equipment at the facility is capable of processing up to 15 tons per hour. They are currently processing around 125 tons per day. Exact numbers per commodity vary due to the constant churn of what is in each load, but the facility currently sells approximately 400 tons per month of cardboard, 1,000 tons per month of mixed paper, and 300-500 tons of plastics, tin cans and aluminum. Approximately 300 tons of glass is delivered monthly.

The facility has the capacity to run 24 hours a day if needed, so capacity could potentially be doubled. Current contamination rate is approximately 10 percent. This is in part due to certain plastics that cannot be sold in today's markets. Materials processed at the facility are sold to brokers, so final use varies. However, our understanding is that all material gets turned into new products and we are not aware that any is used as fuel.

Yard Waste Collection: Yard waste will be collected by a designated ASL truck and transported directly to the City compost facility.

Maintenance and Support Facility: Our intention is to negotiate with the City regarding the purchase or lease of the maintenance building and facilities. If the purchase or lease of City facilities is not feasible, we would use the Waste Connections of Nebraska maintenance facility located at 550 R Street in Gering, Nebraska. The facility has three bays and we employ one service mechanic who maintains nine trucks. Container maintenance and storage is also performed at the location. In order to fulfill the proposal, the contractor would intend to purchase or lease the Environmental Waste Facility for truck parking and container storage and perform most truck and container maintenance at the Gering facility. Another maintenance technician would also be added.

Waste Connections of Nebraska currently has one employee dedicated to container maintenance and delivery. He ensures containers are replaced or repaired on routes and ensures that container lids are closed with no debris while stored at facility. Waste Connections of Nebraska will have a compactor technician available to ensure compactors are in excellent working condition. We will also work with customers to ensure compactors are not being overloaded and susceptible to leachate leakage. Spill kits are located in each truck and drivers are trained in spill clean up.

## C.2 Billing Support and Customer Service Support

Route Management, Customer Service, and Billing Systems: We use RouteManager software by DesertMicro. RouteManager is an integrated system that manages customer service histories, route lists, and billing information. This software allows us to generate a variety of customer data, billing, and routing reports.

Implementation Experience: Waste Connections of Nebraska has experience in implementing service in a number of cities across the state. Every transition is different, but generally we work closely with City officials to evaluate the current system and resources and devise a transition plan. We then clearly communicate the proposed transition plan to current employees and customers with the overall goal to make the transition seamless in terms of both service and

billing. We have typically been able to upload billing data electronically as our system will convert data uploaded in spreadsheet format.

Customer Service, Staffing, Response Time, and Missed Collections: All customer service calls will be handled locally. There are currently two customer service representatives on staff in the Scottsbluff/Gering District, and with the addition of the City contract we would anticipate adding one more position. Waste Connections has an extensive training program including online materials, a customer service manual including scripts, and has new staff work closely with existing staff to train. Performance is measured monthly by a third party evaluation service that rates whether customer service representatives handle calls appropriately, courteously and in a timely manner. The customer service team has the ability to inform customers of service disruptions due to inclement weather through an automated calling system. Customers can utilize the website to email us and sign up for online billing.

Response time to service calls is dependent upon the situation. Missed collections are handled at the end of the day if the customer has contacted us before the driver has completed his route. Otherwise, the driver will return the following business day. Repeat misses are noted on the account and on the driver's orders.

### C.3 Transition and Implementation Plan

Waste Connections of Nebraska has a solid background of experience in implementing service in new cities. Our goal is always a smooth and seamless transition for the customer. In the case of Scottsbluff, our plan would be to evaluate City owned equipment, containers, facilities, and employees as well as compatibility of billing systems to determine feasibility of purchasing assets or retaining employees, while also determining needs based on our current operations. Results of these evaluations would determine procurement, training plans and transition timeline. Customers would be notified of the transition through multiple channels such as direct mail, website, and newspaper. Procurement and delivery of vehicles, containers and other equipment would be based on evaluation of current City owned and company owned assets, and our decision as to whether to purchase or lease City equipment.

Timeline:

- Upon Contract Approval: Evaluation of City owned vehicles, equipment, facilities and employees.
- Purchase of New Vehicles (if necessary): Six months prior to start date
- Upgrades to existing facilities (if necessary): Three months prior to contract start date. Exact timing would be dependent upon extent of upgrades necessary.
- Hiring of new employees (if necessary): Timing would be dependent upon the position.
- Training of employees: Dependent upon the position.
- Upload billing and routing data: 60 days before contract start date.
- Notification to customers: Information and educational campaign to begin upon contract approval.

### C.4 Transportation and Transfer Station

Waste Connections of Nebraska would use the transfer station located at 710 Country Club Road in Gering for trash and recyclables (if we utilize the Stutzman MRF) collected from the City of Scottsbluff. As outlined in Section C.1, the destination for recyclables will be determined based on best facility at the time of implementation. If we opt to use the Gering facility, recyclables would be transported there directly. Operating hours of the transfer station are 7:00 AM

to 4:00 PM, Monday through Friday. The station currently processes 50 tons of trash per day. No recyclables are currently handled at the facility. Transportation equipment is tractor trailer with walking floor trailer.

At current labor levels, the transfer station could handle an additional 100 tons per day, dependent upon type of material and conditions. With expanded hours and labor, capacity could be expanded to easily handle the additional tonnage from the City of Scottsbluff.

Landfill trash and recyclable materials would be kept separate at the facility by the use of separate dump areas. If utilizing the transfer station for recyclables, acceptable contamination rate is five percent or less.

Please see section C.1. for a complete description of the Stutzman MRF. Landfill materials are transported to J Bar J Landfill near Brule, Nebraska. A description of this facility is included under section C.5.

#### C.5. Disposal and Landfill

Waste Connections of Nebraska will transport landfill trash to the J Bar J Landfill, 32350 Road 770, Brule, Nebraska. The facility is located 10 miles south of Ogallala in Perkins County. Hours of operations are 7:00 a.m. to 3:00 p.m. The facility handles from 100 to 700 tons per day depending on jobs and time of year. Additional processing capacity is more than sufficient to handle MSW from the City of Scottsbluff. J Bar J does not accept hazardous waste, white goods, items containing freon, oils or liquids. Rejection of materials brought to the landfill is minimal as materials have typically already been inspected at the transfer station as well as by the driver. Special waste is accepted only upon prior approval. All waste is delivered in fully enclosed, covered, and self unloading trailers. Materials delivered to the site are packed and covered daily with approved alternative daily covers or soil. Site life is currently estimated at 30 to 32 years.

#### D. Implementation and Public Information

Should Waste Connections of Nebraska be selected as the new service provider for the City, we would work closely with City officials to ensure a smooth transfer of information and container exchanges (if necessary). The individuals involved in this effort would be Shawn Green, District Manager, Scottsbluff/ Gering District; Tammy Olsen, District Customer Service Representative and Accounting Clerk; John Love, Division Vice President; Trevor Beck, Division Controller; and Linda Leavitt, Marketing Coordinator. Shawn and Tammy are the key Scottsbluff/Gering staff with the thorough understanding of the operations, facilities and customer demographics to ensure that the transition goes smoothly from both an operational and informational standpoint. They would be involved in the transition period and beyond. John, Trevor, and Linda bring the experience of implementing transfers of service from the operational, billing, and marketing perspective.

Materials that were developed for the City of Bellevue to introduce and educate customers to recycling and yard waste programs are included in Exhibit B. Our plan would be to work with the City of Scottsbluff to develop similar materials and use multiple communication channels to ensure that all residents are aware of the transition, have access to information, and have the opportunity to ask questions. We would work with the City to determine the appropriate communication channels, which could include direct mail, newspaper ads, town hall meetings, website, or digital ads.

In the case of contamination or other customer problems, if we notice widespread problems, we would address the situation through special notices on the website or direct mail pieces. In the case of isolated incidences, we would direct the educational materials to the customer with a door hanger or tag left on the container.

E. Contract Modifications: None



# WASTE CONNECTIONS

**CITY OF SCOTTSBLUFF**

**PROPOSAL FOR SOLID WASTE COLLECTION AND DISPOSAL**

**FORMS AND SUPPORTING DOCUMENTS**

**SUBMITTED BY: WASTE CONNECTIONS OF NEBRASKA, INC.**

**MARCH 27, 2020**

Waste Connections of Nebraska, 710 Country Club Road, Gering, NE 69341

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Waste Connections of Nebraska, 710 Country Club Road, Gering, NE 69341

## FORM 1

## COVER SHEET AND GENERAL INFORMATION

Entity Name: Waste Connections of Nebraska, Inc.

Local Address: 710 Country Club Road, Gering, NE 69341

Nebraska Division Office Address: 10810 South 144<sup>th</sup> Street, Omaha, NE 68138

Website Address: <https://www.wasteconnections.com/waste-connections-of-nebraska-gering>

Local Manager: Shawn Green, 710 Country Club Road, Gering, NE 69341

Phone: 308-635-6673

Fax: 308-635-8598

Email Address: shawn.green@wasteconnections.com

Parent Company: Waste Connections, 3 Waterway Square Place #110, The Woodlands, TX 77380

Phone: (832) 442-2200

Website: <https://www.wasteconnections.com/>

Relationship to Proposer: Parent Company

Waste Connections of Nebraska is owned by Waste Connections.

John Love has authority to sign this proposal on behalf of Waste Connections of Nebraska.

Waste Connections of Nebraska will perform all services.

Please see organization documentation in Exhibit A.

Waste Connections of Nebraska, 710 Country Club Road, Gering, NE 69341



## FORM 2

## Scope A

Residential Rates:

Service	Monthly Rate
Weekly Trash, Recycling and Yard Waste	\$20.74
Extra Container	\$7.50

**Bulk Pick Ups:** \$15 for first item, \$7.50 for each additional item up to 50 pounds per item. Larger bulk item and appliance pricing will be determined on an individual basis.

Multi-Family Structure Rates:

Number of Units	Monthly Rate Per Unit	Number of Units	Monthly Rate Per Unit	Number of Units	Monthly Rate Per Unit
2	\$20.74	10	\$17.62	26	\$15.51
3	\$20.74	12	\$16.58	27	\$15.51
4	\$20.74	13	\$16.58	32	\$15.51
5	\$18.65	17	\$15.51	34	\$15.51
6	\$18.65	18	\$15.51	35	\$15.51
7	\$17.62	23	\$15.51	46	\$14.48
8	\$17.62	24	\$15.51	47	\$14.48
9	\$17.62	25	\$15.51	119	\$13.48

Commercial Rates:

Trash Container Size (Cu. Yds)	Monthly Rate Based on Service Frequency				
	1x/week	2x/week	3x/week	4x/week	5x/week
90 gal	\$47.76	\$95.53	\$143.29	\$191.05	\$238.82
1.5	\$63.72	\$127.43	\$191.15	\$254.87	\$318.58
2.0	\$80.84	\$161.67	\$242.51	\$323.34	\$404.18
3.0	\$121.21	\$242.42	\$363.63	\$484.84	\$606.06

Cardboard Container Size (Cu. Yds)	Monthly Rate Based on Service Frequency				
	1x/week	2x/week	3x/week	4x/week	5x/week
1.5	\$23.85	\$47.70	\$71.55	\$95.40	\$119.25
2.0	\$31.80	\$63.60	\$95.40	\$127.20	\$159.00
3.0	\$47.70	\$95.40	\$143.10	\$190.80	\$238.50

Waste Connections of Nebraska, 710 Country Club Road, Gering, NE 69341

Special Collections:

Container Size	Rate per Container	Rate per Dump
90 gallon trash or recycle	\$15.00	\$15.00
1.5 CY trash or recycle	\$20.00	\$20.00
2.0 CY trash or recycle	\$25.00	\$25.00
3.0 CY trash or recycle	\$30.00	\$30.00

Drop-off Recycling Rates: No charge for City of Scottsbluff/City of Gering residents. Proof of residency (i.e. utility bill with matching ID) is required. Hours may be limited.

Electronic Recycling Rates: \$0.50 per pound for all customers (residential and commercial)

Roll-off Rate: \$285 per haul plus \$56/ton disposal fee. No charge for up to 15 days use of open top containers. Rental charge of \$5/day applies thereafter. Rental rate for compactors will be negotiated based on ownership of the unit.

**Scope B**

Transfer Station Tipping Fee Per Ton (Includes transportation cost)

Trash	\$43.00/ton
Recyclables	No bid.

Waste Connections of Nebraska, 710 Country Club Road, Gering, NE 69341

### Form 3

#### CERTIFICATION OF PROPOSAL - DECLARATION AND UNDERSTANDING

The undersigned Proposer declares that the only persons or parties beneficially or financially interested in this Proposal are those named herein; that this Proposal is, in all respects, fair and without fraud; that it is made without collusion; and that the Proposal is made without any connection or collusion with any person submitting another Proposal in connection with this RFP.

The Proposer declares that this Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation; this Proposal is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly entered into any agreement, induced or solicited any other Proposer to submit a false or sham Proposal; the Proposer has not solicited or induced any person, firm or corporation to refrain from Proposing; the Proposer has not sought by collusion, fraud, deceit or any unlawful act to obtain for itself any advantage over any other Proposer or over the City; and Proposer has not otherwise taken any action in the restraint of free competitive proposals in connection with the Services for which this Proposal is submitted.

The Proposer declares that it has familiarized itself with the nature and extent of the Base Proposal, the existing solid waste collection services, all local conditions and all other relevant facilities, properties, laws and regulations that in any manner may affect cost, implementation, progress, performance or furnishing of the Services. The Proposer has satisfied itself as to the Services and equipment to be provided, including the fact that the description of the Services and equipment is brief and is intended only to indicate the general nature of the Services, and that this Proposal is made according to the provisions and under the terms and conditions of the Base Proposal, which fully and completely incorporated into this Proposal by this reference.

The Proposer further acknowledges that it has satisfied itself as to the nature and location of the solid waste handling services, the general and local conditions, particularly those bearing on the availability of equipment, access, recycling and compostable material markets, disposal fees, availability of labor, roads, and the uncertainties of weather or similar physical conditions in the City, the character of equipment and facilities needed to execute the Services, and all other matters that may in any way affect the Services or the cost thereof under a Contract.

The Proposer further acknowledges that it has satisfied itself as to the character, quality and quantity of information provided by the City regarding the existing solid waste collection services and solid waste system, and the Proposer has adequately investigated the City's customer base and any additional information that may be provided by the City. Failure by the Proposer to acquaint itself with the physical conditions of the City's customer base and all available information shall not relieve it from responsibility for properly estimating the difficulty or cost of successfully performing the Services and providing the equipment required.

The Proposer warrants that, as a result of its examination and investigation of all the data referenced above, it can execute the Services in a good, timely and workmanlike manner and to the satisfaction of the City. The City assumes no responsibility for any representation made by any of its officers, employees, representatives, or agents during or prior to the execution of a Contract, unless (1) such representations are expressly stated in a Contract; and/or (2) a Contract expressly provides that the City assumes the responsibility. The Proposer has given the City written notice in a timely manner of all conflicts, errors, omissions or discrepancies that it has discovered in the Proposal. The Proposer proposes and agrees to enter into a Contract with the City, in the form provided to provide services and equipment ("Services") as specified or indicated in a Contract for the prices and during the time period indicated in this Proposal and in accordance with the other terms and conditions of a Contract.

The Proposer accepts all of the terms and conditions of the Proposal Documents, including, without limitation, those dealing with the disposition of Proposal security. This Proposal will remain subject to acceptance until 180 days following Proposal submittal. The Selected Proposer shall provide the appropriate performance security and proof of insurance acceptable to the City within five (5) days of completion of Contract negotiation by the City and the Proposer.

#### **Self-Reliance**

The Proposer acknowledges that the information contained in this Proposal represents its understanding of the City's existing solid waste collection services, terrain, streets, alleys, container locations, recycling markets, yard waste and other conditions that could affect the costs or operational efficiencies of fulfilling a Contract. In preparing this Proposal, the Proposer acknowledges that it is solely responsible for its Proposal and that it has relied on its own investigation and research.

#### **Start Of Services And Contract Term**

If a Contract is negotiated, the Proposer agrees to commence all Services under the terms and conditions of a Contract on the agreed upon start date and to continue providing services throughout the term of a Contract as specified therein.

#### **Unit Price**

Proposer proposes to invoice and collect payments or charges (rates), as set forth under the provisions of a negotiated Contract.

Proposer charges (rates) may be adjusted upward or downward solely as provided in a Contract. Generally, the Proposer shall be responsible for all real (non-inflationary) cost increases, and may benefit from any real cost decreases, except as specifically agreed to in a Contract. Proposer understands that the per-unit served price and the price adjustments are independent of the quantities and quality of materials collected. Proposer agrees that the perunit served price and the price adjustments represent a reasonable measure of the labor and materials required to execute the Services, including all allowances for overhead and profit, and applicable taxes, fees and surcharges for such services. Prices shall be given in U.S. dollars and cents.

#### **Compliance with Process Integrity Requirements**

Proposer hereby certifies it and its employees, officers, and officials have complied with the Process Integrity Requirements as described in Section 2.16 of the RFP and further agrees to comply with those Guidelines during the Proposal evaluation process.

**Identification and Authorization**

The name of the Proposer submitting this Proposal is:

Waste Connections of Nebraska, Inc.

Doing business at: 710 Country Club Road  
Street

Bering City                      NE State                      69341 Zip Code

Which is the address to which all communications concerning this Proposal will be sent.

The names of the principle officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

John Love - Division Vice President  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If the Proposer is a partnership, attach to this for, and number appropriately a copy of its partnership agreement. If the Proposer is a corporation, or Limited Liability Company, attach to these form copies of its Articles of Incorporation, Certificate of Organization, bylaws, Operating Agreement and Certificate of Good Standing, as certified by the Secretary of the State of Nebraska.

If Sole Proprietorship or Partnership

IN WITNESS hereto the undersigned has set its hand this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Signature of Proposer                      Title

If Corporation or Limited Liability Company

IN WITNESS hereto the undersigned has set its hand this 25<sup>th</sup> day of March, 2020.

Waste Connections of Nebraska, Inc.  
Name of Corporation or Limited Liability Company

By John J. Love                      Division Vice President  
Title/Member

Kim Luick  
ATTEST (Secretary)

**WASTE CONNECTIONS OF NEBRASKA, INC.**

Exhibit A

Mon Mar 9 14:12:04 2020

**SOS Account Number**

1657376

**Status**

Active

**Principal Office Address**3 WATERWAY SQUARE PLACE #110  
THE WOODLANDS, TX 77380**Registered Agent and Office Address**CSC-LAWYERS INCORPORATING SERVICE COMPANY  
SUITE 1900  
233 SOUTH 13TH STREET  
LINCOLN, NE 68508-0000**Nature of Business**

INTEGRATED SOLID WASTE SERVICES

**Entity Type**

Foreign Corp

**Date Filed**

Jul 27 1998

Corporation Position	Name	Address
President	WORTHING JACKMAN	3 WATERWAY SQUARE PLACE #110 THE WOODLANDS, TX 77380
Secretary	PATRICK J SHEA	3 WATERWAY SQUARE PLACE, SUITE 110 THE WOODLANDS, TX 77380
Treasurer	WORTHING F JACKMAN	SUITE 110 3 WATERWAY SQUARE PLACE THE WOODLANDS, TX 77380
Director	WORTHING JACKMAN	3 WATERWAY SQUARE PLACE #110 THE WOODLANDS, TX 77380

**Filed Documents**

To purchase copies of filed documents check the box to the left of the document code. If no checkbox appears, contact the Secretary of State's office to request the document(s).

	Document	Date Filed	Price
<input type="checkbox"/>	Foreign Authority	Jul 27 1998	\$1.35 = 3 page(s) @ \$0.45 per page
	Non Payment of Taxes	Apr 16 1999	
<input type="checkbox"/>	Certificate of Revival	Jul 23 1999	\$0.45 = 1 page(s) @ \$0.45 per page

	Document	Date Filed	Price
<input type="checkbox"/>	Tax Return	Jul 23 1999	\$1.35 = 3 page(s) @ \$0.45 per page
<input type="checkbox"/>	Merger	Feb 07 2000	\$2.70 = 6 page(s) @ \$0.45 per page
<input type="checkbox"/>	Merger	Feb 07 2000	\$2.70 = 6 page(s) @ \$0.45 per page
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<input type="checkbox"/>	Merger	Feb 07 2000	\$2.70 = 6 page(s) @ \$0.45 per page
<input type="checkbox"/>	Merger	Feb 11 2000	\$3.15 = 7 page(s) @ \$0.45 per page
<input type="checkbox"/>	Tax Return	Mar 24 2000	\$0.45 = 1 page(s) @ \$0.45 per page
<input type="checkbox"/>	Tax Return	Mar 09 2001	\$0.45 = 1 page(s) @ \$0.45 per page
<input type="checkbox"/>	Tax Return	Mar 12 2002	\$0.90 = 2 page(s) @ \$0.45 per page
<input type="checkbox"/>	Tax Return	Mar 03 2003	\$0.90 = 2 page(s) @ \$0.45 per page
<input type="checkbox"/>	Tax Return	Feb 27 2004	\$0.45 = 1 page(s) @ \$0.45 per page
<input type="checkbox"/>	Tax Return	Jan 13 2006	\$0.45 = 1 page(s) @ \$0.45 per page
<input type="checkbox"/>	Tax Return	Feb 21 2008	\$0.90 = 2 page(s) @ \$0.45 per page

	Document	Date Filed	Price
<input type="checkbox"/>	Tax Return	Feb 25 2010	\$0.90 = 2 page(s) @ \$0.45 per page
<input type="checkbox"/>	Tax Return	Mar 03 2012	\$0.90 = 2 page(s) @ \$0.45 per page
<input type="checkbox"/>	Tax Return	Apr 02 2014	\$0.90 = 2 page(s) @ \$0.45 per page
<input type="checkbox"/>	Amendment to Tax Return	Sep 24 2015	\$0.45 = 1 page(s) @ \$0.45 per page
<input type="checkbox"/>	Tax Return	Mar 08 2016	\$0.90 = 2 page(s) @ \$0.45 per page
<input type="checkbox"/>	Amendment to Tax Return	Apr 20 2017	\$0.90 = 2 page(s) @ \$0.45 per page
<input type="checkbox"/>	Tax Return	Jan 10 2018	\$0.90 = 2 page(s) @ \$0.45 per page
<input type="checkbox"/>	Amendment to Tax Return	Feb 09 2018	\$0.45 = 1 page(s) @ \$0.45 per page
<input type="checkbox"/>	Amended Occupation Tax Report	Jun 12 2019	\$0.45 = 1 page(s) @ \$0.45 per page
<input type="checkbox"/>	Occupation Tax Report	Feb 13 2020	\$0.90 = 2 page(s) @ \$0.45 per page

### Good Standing Documents

To purchase documents attesting to the entity's good standing check the box next to the document title.

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

### Online Certificate of Good Standing with Electronic Validation

This certificate is currently not available. Please contact the Nebraska Secretary of State's office by email at [sos.corp@nebraska.gov](mailto:sos.corp@nebraska.gov) or by calling (402) 471-4079 for information and instructions.

### Certificate of Good Standing - USPS Mail Delivery

**\$10.00**

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.


Select All | Select None

[↑ Back to Top](#)






**City of  
Bellevue  
Trash &  
Recycling  
Program**



402-293-3000  
bellevue.net



402-346-7800  
papillion-sanitation.com

[yourcartplaysapart.com](http://yourcartplaysapart.com)



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**Bulky Items, Excess Trash  
& Oversized Items . . . . . 9**

**Customer Service Information**

Papillion Sanitation is the contracted hauler for the City of Bellevue. Your satisfaction is very important to us. The Papillion Sanitation customer service team is available to assist you with any questions or service needs.

They can be reached at **402-346-7800** or **OLPPapillion@WasteConnections.com**.

Papillion Sanitation’s office hours are **Monday–Friday 8:00 a.m. to 5:00 p.m.**

## Cart Placement & General Information

### Cart Placement

All landfilled trash, recycling and compostable yard waste must be placed at curbside. **Trucks will no longer be able to service alley pickups.**

Carts should be placed at the curb the night before or by 7:00 a.m. on your service day.

Carts should be placed with the lid opening toward the street. Lids on all carts must be completely closed to prevent items from falling or blowing out of the cart.

Carts should be kept four feet away from any poles and/or mailboxes and spaced two feet away from your other carts.



### Holidays & Weather-Related Delays

When the following holidays fall Monday–Friday on or before your pickup day, your service will be delayed by one day. If the holiday is on a weekend, there will be no disruption in service.

- ▶ Memorial Day
- ▶ Independence Day
- ▶ Labor Day
- ▶ Thanksgiving
- ▶ Christmas
- ▶ New Year's Day

Inclement weather (*rain, snow and ice*) can cause difficulties for our drivers and result in

delays in service. If your carts are not emptied on your regular service day, please leave them out for service the next day. Weather delays are posted on the Papillion Sanitation website ([papillion-sanitation.com](http://papillion-sanitation.com)), where you can also sign up to receive emails regarding service updates.

### Moving

If you're moving out of your current residence, please contact Papillion Sanitation prior to your move to stop your service.

Your carts should be left at the residence for pick up by Papillion Sanitation.

# Trash

Household trash should be bagged and placed in your **blue cart**.

**All trash MUST be in your cart.** The collection trucks can only handle items placed in your trash cart. If you have additional items that don't fit in your trash cart, contact Papillion Sanitation at 402-346-7800.



Carts should be placed at the curb the night before or by 7:00 a.m. on your service day.

Carts should be placed with the lid opening toward the street. Lids on all carts must be completely closed to prevent items from falling or blowing out of the cart.

Carts should be kept four feet away from any poles and/or mailboxes and spaced two feet away from your other carts.

Please **do not** place the following items in your trash cart. Please contact Papillion Sanitation for guidance on proper disposal of these contaminants.

- ✗ Paint
- ✗ Solvents
- ✗ Motor Oil\*
- ✗ Appliances
- ✗ Antifreeze
- ✗ Car Batteries
- ✗ Tires



*\*Please note that motor oil is no longer picked up curbside.*

# Recycling

All recyclable materials must be placed in your green cart. Plastic bags cannot be recycled, so **do not bag your recyclables**. Plastic grocery bags should be recycled at local stores.

You do not need to sort or separate your recycling—all items go in your green cart.



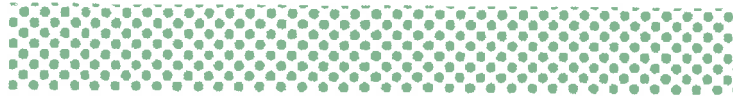
Bottles, cans, jugs and cartons should all be rinsed before placing them in your cart.

Cardboard boxes should be broken down and flattened prior to being placed in your cart.



Glass is not recyclable and does not belong in your green cart. (See [papillon-sanitation.com/recycling](http://papillon-sanitation.com/recycling) for more information about disposing of glass.)

4



**The following materials  
can be recycled:**

- ✓ Blueprints
- ✓ Catalogs, brochures, magazines  
and envelopes
- ✓ Corrugated cardboard and paper bags
- ✓ File folders
- ✓ Frozen food packages
- ✓ Newspapers and inserts (*no plastic bags*)
- ✓ Opened mail and cards
- ✓ Paper
- ✓ Paper egg cartons
- ✓ Paper milk or juice cartons
- ✓ Paper ream wrappers
- ✓ Paperback books
- ✓ Paperboard boxes
- ✓ Phone books
- ✓ White and pastel office paper

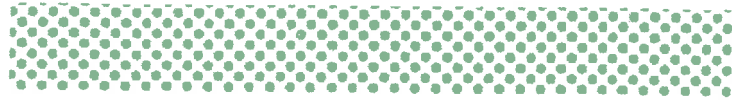
**Plastics**

- ✓ All plastics #1–7 are recyclable. Plastic bottle  
lids should be left on their bottles.

**Metals**

- ✓ Cans
- ✓ Empty aerosol cans
- ✓ Loose metal jar lids
- ✓ Pie plates and other formed  
aluminum containers
- ✓ Steel bottle caps



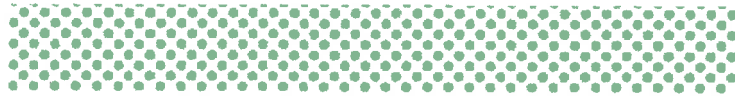


The following items are **NOT** recyclable. Do not place these items in your **green cart**.

- ✗ Aluminum foil
- ✗ Fireworks
- ✗ Glass
- ✗ Hazardous or biohazardous waste
- ✗ Mirrors, light bulbs, ceramics and Pyrex
- ✗ Needles and syringes
- ✗ Plastic bags and tops, microwave trays and six-pack holders
- ✗ Plastics other than #1-7
- ✗ Scrap metal
- ✗ Soiled paper (*such as empty pizza boxes*)
- ✗ Stickers and address label sheets
- ✗ Styrofoam or other takeout paper containers
- ✗ Tissues, paper towels and napkins
- ✗ Waxed paper and waxed cardboard
- ✗ Window glass
- ✗ Clothes
- ✗ Diapers







You will also receive one roll of Hefty® EnergyBags™ with your recycling cart. Non-recyclable plastics can be placed in these bags, as their contents are diverted from the normal recycling stream and converted to energy.

To use your Hefty® EnergyBags™, place acceptable items in the bag, tie it shut and place the bag in your green recycling cart.

**The following items can be placed in the Hefty® EnergyBag™:**

- ✓ Candy wrappers
- ✓ Pet food bags
- ✓ Plastic utensils
- ✓ Pudding cups
- ✓ Snack bags
- ✓ Straws
- ✓ Styrofoam

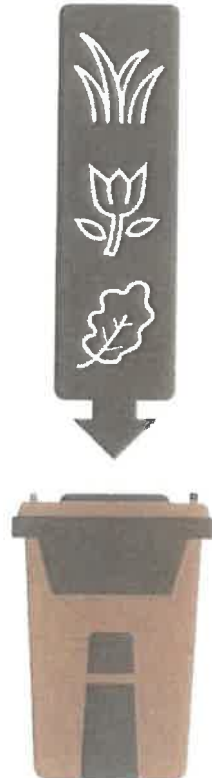


Additional rolls of Hefty Energy Bags can be purchased from Papillion Sanitation or at local grocery stores. For more information visit

**[www.hefty.com/hefty-energybag/hefty-energybag-program](http://www.hefty.com/hefty-energybag/hefty-energybag-program).**

## Yard Waste

Compostable yard waste goes in your **brown cart**. Yard waste season runs **April 1–November 30**. From December 1–March 31, this cart can be used for landfilled trash.



Yard waste includes leaves, lawn clippings, prunings, weeds and dead plant matter that fits within your cart. There is no limit to yard waste curbside collection during yard waste season. All yard waste that doesn't fit in your cart must be bagged in compostable brown paper biobags and set next to your cart. The yard waste truck is unable to pick up the paper bags unless it is accompanied by the yard waste cart. Bags may not weigh more than 40 pounds.

Branches over 1 inch in diameter are considered landfilled trash as they cannot be composted. They must fit in your trash cart with the lid closed if you are sending them to the landfill.

The best option is utilizing the City of Bellevue's **FREE TREE DUMP** located at the gated entrance just north of 8902 Cedar Island Road, intersecting at Rose Lane, in Bellevue. The **FREE TREE DUMP** is open the last Saturday of every month from 8:00 a.m. to 12:00 p.m. Limbs and branches collected here are mulched for reuse at public parks and schools.



## Bulky Items, Excess Trash & Oversized Items

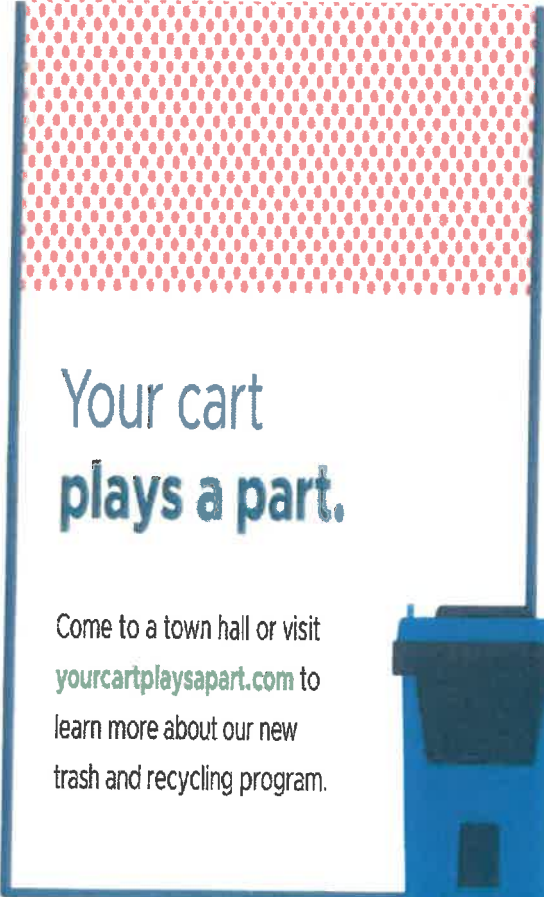
If you have items that won't fit in your cart, please contact Papillion Sanitation at 402-346-7800. Two free bulk curbside pick ups (*of items not exceeding 60 pounds and 4 feet x 2 feet*) are allowed per year. These should be scheduled with Papillion Sanitation, otherwise the items will not be picked up.

If you have excess bagged trash that won't fit in your cart, you can:

1. Hold it until the following week;  
*OR*
2. Use one of your two free bulk curbside pick ups,  
*OR*
3. Pay a nominal fee to have the extra bags picked up.

**If you are not holding your excess trash until the following week, you must contact Papillion Sanitation to arrange for pick up, or bags that are not placed in your trash will not be picked up.**

For oversized items exceeding 60 pounds or larger than 4 feet x 2 feet (*such as couches and mattresses*), a large item curbside pick up may be scheduled year-round with Papillion Sanitation for a fee. The City will hold two annual clean up days where these items may be taken for disposal at no additional fee.



City of Bellevue  
210 W. Mission Avenue  
Bellevue NE, 68005

PRSRT STD  
US POSTAGE  
PAID  
PERMIT 498  
OMAHA NE

\*\*\*\*\*ECRWSEDDM\*\*\*\*\*  
Local  
Postal Customer

**YOUR CART**



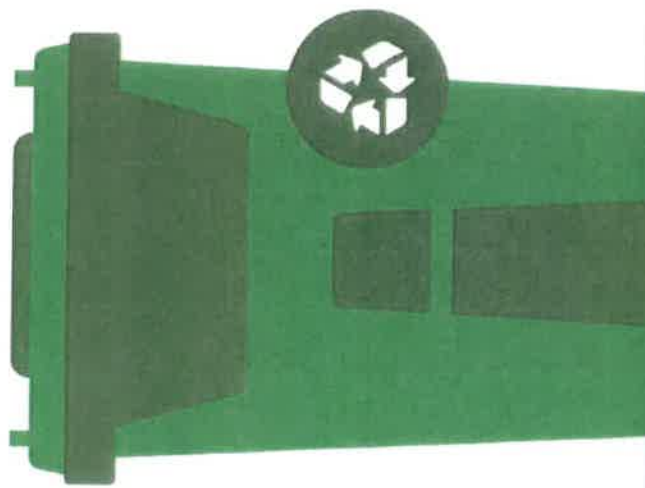
**PLAYS A PART**

**You don't need to be  
a superhero to save  
the Earth.**

Just know what's recyclable (cans, cardboard, paper and plastics 1-7), rinse out bottles, cans, cartons and jugs, toss it in your cart and boom, you've done your part.

See more recycling how-tos at  
[yourcartplaysapart.com](http://yourcartplaysapart.com).





**No sorting  
required.**



**More recycling tips at [yourcartplaysapart.com](http://yourcartplaysapart.com).**





# Why recycle?

**Your cart plays a part—both when it comes to saving you money *and* saving the Earth.**

We all want to keep Nebraska (and our world) a beautiful and healthy place to live. Recycling helps by reducing the amount of waste sent to landfills and incinerators while conserving natural resources. And since recycling reduces the need to collect new raw materials, it prevents pollution.

It gets better: Recycling will also save you money. Your monthly bill is based only on your landfilled trash cart size, so by adding a recycling cart and using it properly, you'll be able to select a smaller trash cart size and save money.

## It's easy.

We use single-stream recycling so you **don't have to sort** and separate your recyclable waste—all acceptable materials can go in one cart.

Be sure to keep non-recyclables out of the cart—these will contaminate the acceptable materials and send everything to landfills.

## Here's what goes in your cart:

### Paper

- ✓ Catalogs, brochures and magazines
- ✓ Corrugated cardboard and paper bags
- ✓ Paperback books
- ✓ Newspapers and inserts
- ✓ Opened mail and greeting cards
- ✓ White, pastel and shredded office paper

### Plastics

*Empty and rinse all plastic materials*

All plastics #1-7 are accepted. (Identify plastic type by looking for the recycling symbol paired with a number at the bottom of the container.)

### Metals

*Empty and rinse all metal materials.*

- ✓ Cans
- ✓ Empty aerosol cans
- ✓ Loose metal jar lids
- ✓ Formed aluminum containers
- ✓ Steel bottle caps

## Here's what doesn't:

**Keep these materials out of your cart to avoid contaminating your recycling.**

### ✗ Glass

*Unfortunately, recycling glass this way isn't very eco-friendly or cost-effective—though you can recycle your glass containers at one of our drop box locations; see [papillion-sanitation.com/recycling](http://papillion-sanitation.com/recycling) for more information.*

### ✗ Aluminum foil and scrap metal

### ✗ Hazardous or bio-hazardous waste

### ✗ Plastics other than #1-7

### ✗ Styrofoam® or other takeout paper containers

### ✗ Tissues, paper towels and napkins

For more information about the new program and further details about recycling specific items, visit [yourcartplaysapart.com](http://yourcartplaysapart.com)





**Form 1**

**COVER SHEET AND GENERAL INFORMATION**

Entity Name: TDS Collection Service, Inc.

Home Office Address: 2126 East A Street, Torrington, Wyoming 82240

Business Address: 2126 East A Street, Torrington, Wyoming 82240

Website Address: www.tdswy.com

**Name, Title, Address, Telephone Number, fax Number and E-Mail Address of the person to be contacted concerning the Proposal:**

Kurt Sittner, Vice President / 2126 East A Street, Torrington, Wyoming 82240  
307-532-7515 (office) / 307-534-6655 (mobile) / 307-532-3467 (fax)  
ksittner@tdswy.com

**If Applicable, Name of the Parent Company:**

Not Applicable

**Home Office Address, Telephone Number and Website Address of the Parent Company:**

Not Applicable

**Describe the parent company's relationship with the Proposer:** Not Applicable

**If applicable, does the person signing the documents have the authority to sign on behalf of the Proposer?**

Yes  No

**Names of Companies that will share significant and substantive responsibilities with the Proposer in performing S:** Not Applicable

**Attach to this form, and number appropriately, documentation showing that the Proposer is duly organized and validly existing as a corporation or partnership in good standing.**

# State of Wyoming



## OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF INCORPORATION  
OF  
. . . TDS COLLECTION SERVICE, INC. . . .

I, THYRA THOMSON, Secretary of State of the State of Wyoming, hereby certify that the prerequisites for the issuance of this certificate have been fulfilled in compliance with law, and are found to conform to law.

ACCORDINGLY, the undersigned, by virtue of the authority vested in me by law, hereby issues this Certificate.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Wyoming. Done at Cheyenne, the Capital, this Twenty-eighth day of October A. D. 19 85

Thyra Thomson  
Secretary of State

By Sharon Cochran

**STATE OF WYOMING \* SECRETARY OF STATE**  
**EDWARD A. BUCHANAN**  
**BUSINESS DIVISION**

Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020

Phone 307-777-7311

Website: <http://soswy.state.wy.us> · Email: [business@wyo.gov](mailto:business@wyo.gov)

### Filing Information



**Please note that this form CANNOT be submitted in place of your Annual Report.**

Name	<b>TDS Collection Service, Inc.</b>		
Filing ID	<b>1985-000231954</b>		
Type	Profit Corporation	Status	Active

#### General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type	Close Corporation	Standing - Other	Good
Formed in	Wyoming	Filing Date	10/28/1985 12:00 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

#### Share Information

Common Shares	30,000	Preferred Shares		Additional Stock	Y
Par Value	0.0000	Par Value	0.0000		

#### Principal Address

TDS Collection Service, Inc.  
c/o Gary Olson  
P.O. Box 696  
Torrington, WY 82240

#### Mailing Address

ACM  
505 S. 3rd St., Ste 100  
Laramie, WY 82070

#### Registered Agent Address

Gary D Olson  
1122 Main St  
PO Box 696  
Torrington, WY 82240

#### Parties

Type	Name / Organization / Address
------	-------------------------------

#### Notes

Date	Recorded By	Note
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FILED

OCT 28 85 2 3 1 9 5 4

WYOMING  
SECRETARY OF STATE

ARTICLES OF INCORPORATION

OF

TDS COLLECTION SERVICE, INC.

The undersigned natural person of the age of twenty-one years or more, acting as incorporator of a corporation under the Wyoming Business Corporation Act, adopt the following Articles of Incorporation for such corporation.

FIRST: The name of the corporation is TDS COLLECTION SERVICE, INC.

SECOND: The period of its duration is perpetual.

THIRD: The corporation shall have unlimited power to engage in and to do any lawful act concerning any or all lawful businesses for which corporations may be organized under the Wyoming Business Corporation Act.

FOURTH: The aggregate number of shares which the corporation shall have authority to issue is 20,000 of the par value of \$10.00 each, all of one class which shall be designated common stock.

FIFTH: Said corporation shall not commence business until at least Five Hundred (\$500.00) Dollars has been received by it as consideration for the issuance of stock.

SIXTH: The address of the initial registered office of the corporation is 104 4th Avenue, Torrington, Wyoming 82240, and the name of its initial registered agent at such address is Gary D. Olson.

SEVENTH: The number of directors constituting the initial Board of Directors of this corporation is two (2), and, next following the time when the shares of the corporation become owned beneficially or of record by more than two (2) shareholder, then the number of directors constituting the Board of Directors of the corporation shall be increased to the number of shareholders holding stock in the corporation (provided that the shareholders shall not be required to but may



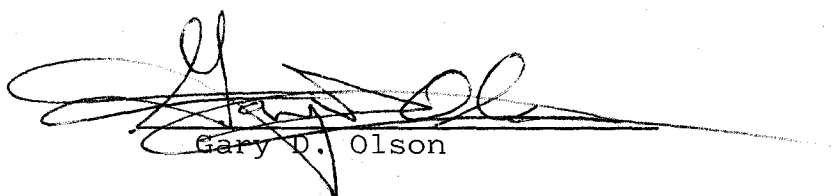
elect more than three (3) directors), said directors to be elected at the next annual meeting or special meeting called for election of directors. The names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and shall qualify are:

<u>NAME</u>	<u>ADDRESS</u>
Everette W. Olson	1008 Main Street Torrington, WY 82240
Gary D. Olson	Sage Hill Drive Torrington, WY 82240

EIGHTH: The name and address of the incorporator is:

<u>NAME</u>	<u>ADDRESS</u>
Gary D. Olson	Sage Hill Drive Torrington, WY 82240

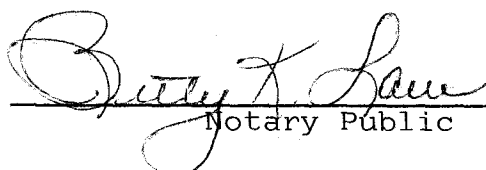
Dated this 25th day of October, 1985.



Gary D. Olson

STATE OF WYOMING     )  
                                  )SS  
COUNTY OF GOSHEN    )

I, Betty K. Law, a Notary Public, hereby certify that on this 25th day of October, 1985, personally appeared before me Gary D. Olson, who being by me first duly sworn, declared that he is the person who signed the foregoing document as incorporator and that the statements therein contained are true.



Notary Public

My commission expires: 7-5-89

**Identification and Authorization**

The name of the Proposer submitting this Proposal is:

TDS Collection Service, Inc.

Doing business at: 2126 East A Street  
Street

Torrington  
City

Wyoming  
State

82240  
Zip Code

Which is the address to which all communications concerning this Proposal will be sent.

The names of the principle officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

Gary D. Olson, President / Kurt Sittner, Vice President / Marilyn K. Olson, Secretary / Gina Olson, Treasurer /  
Rebecca Deen, Assistant Secretary

If the Proposer is a partnership, attach to this for, and number appropriately a copy of its partnership agreement. If the Proposer is a corporation, or Limited Liability Company, attach to these form copies of its Articles of Incorporation, Certificate of Organization, bylaws, Operating Agreement and Certificate of Good Standing, as certified by the Secretary of the State of Nebraska.

If Sole Proprietorship or Partnership

IN WITNESS hereto the undersigned has set its hand this \_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Title

If Corporation or Limited Liability Company

IN WITNESS hereto the undersigned has set its hand this 26 day of March, 2020.

TDS Collection Service, Inc.

Name of Corporation or Limited Liability Company

By: Kurt Sittner

Vice President  
Title/Member

Rebecca Deen  
ATTEST (Secretary) Rebecca Deen, Asst. Secretary

FILED

OCT 28 85 2 3 1 9 5 4

WYOMING  
SECRETARY OF STATEARTICLES OF INCORPORATIONOFTDS COLLECTION SERVICE, INC.

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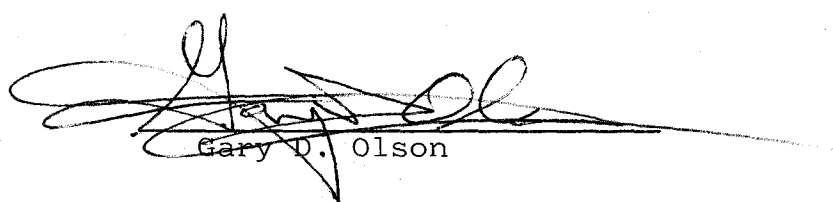
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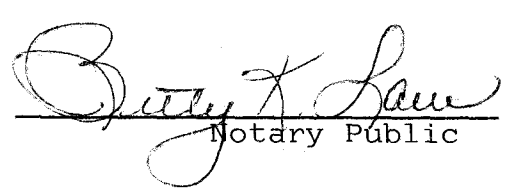
Dated this 25th day of October, 1985.



Gary D. Olson

STATE OF WYOMING     )  
                                   )SS  
 COUNTY OF GOSHEN    )

I, Betty K. Law, a Notary Public, hereby certify that on this 25th day of October, 1985, personally appeared before me Gary D. Olson, who being by me first duly sworn, declared that he is the person who signed the foregoing document as incorporator and that the statements therein contained are true.



Notary Public

My commission expires: 7-5-89



# State of Wyoming



## OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF INCORPORATION  
OF  
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Thyra Thomson  
Secretary of State

By Sharon Cochran

STATE OF WYOMING \* SECRETARY OF STATE  
 EDWARD A. BUCHANAN  
 BUSINESS DIVISION  
 Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020  
 Phone 307-777-7311  
 Website: <http://soswy.state.wy.us> · Email: [business@wyo.gov](mailto:business@wyo.gov)

### Filing Information



Please note that this form CANNOT be submitted in place of your Annual Report.

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Filing ID	1985-000231954		
Type	Profit Corporation	Status	Active

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Old Name		Sub Status	Current
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		Standing - RA	Good
Sub Type	Close Corporation	Standing - Other	Good
Formed in	Wyoming	Filing Date	10/28/1985 12:00 AM
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 c/o Gary Olson  
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 Torrington, WY 82240

#### Mailing Address

ACM  
 505 S. 3rd St., Ste 100  
 Laramie, WY 82070

#### Registered Agent Address

Gary D Olson  
 1122 Main St  
 PO Box 696  
 Torrington, WY 82240

#### Parties

Type	Name / Organization / Address
------	-------------------------------

#### Notes

Date	Recorded By	Note
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TDS Collection Service, Inc. (TDS) does not currently hold an active status with Nebraska Secretary of State. The required paperwork has been filed, and fees have been submitted, by TDS with Nebraska Secretary of State for TDS to regain their active status. We anticipate that in the very near future TDS will again hold an active status with Nebraska Secretary of State.

If you wish TDS to keep City of Scottsbluff informed as to their status with Nebraska Secretary of State please notify us of such.

BYLAWS  
OF  
TDS COLLECTION SERVICE, INC.

ARTICLE I

The principal office of the Corporation in the State of Wyoming shall be located at 104 4th Avenue, Torrington, Wyoming. The Corporation may have such other offices, either within or without the State of Wyoming, as the Board of Directors may designate or as the business of the Corporation may require from time to time.

The registered office of the Corporation is 104 4th Avenue Torrington, Wyoming 82240, and the initial registered agent of the Corporation is Gary D. Olson, at said address. The registered office may be changed from time to time by the Board of Directors.

ARTICLE II

Shareholders' Meetings

Section 1. Annual Meeting. The annual meeting of the shareholders of this Corporation for the election of directors and the transaction of such other business as may come before the meeting, shall be held at the principal office of this Corporation, or at such other places as may be designated, on the second Wednesday of December of each year, at 9:00 o'clock a.m.

Section 2. Special Meetings. Special meetings of the shareholders for any purpose or purposes, may be called by any director of the Corporation and the President shall call

a special meeting at the request of the holders of not less than ten percent (10%) of all outstanding shares of the Corporation entitled to vote at the meeting.

Section 3. Place of Meeting. All annual and special meetings of the shareholders shall be held at the principal office of the Corporation, unless otherwise designated by the Board of Directors. A waiver of notice signed by all shareholders entitled to vote at a meeting may designate any place, either within or without the State of Wyoming, as the place for holding such meeting.

Section 4. Notice of Meeting. Notice of any meeting of the shareholders of this Corporation shall be given by the Secretary to each shareholder at the latter's last known post office address, which notice shall be in writing and shall state the time and place of such meeting and its purpose, and shall be delivered, not less than ten (10) days nor more than fifty (50) days before the date of such meeting.

Section 5. Waiver of Notice. Any shareholder entitled to notice pursuant to these bylaws may waive notice either of the annual or special meeting of shareholders, and the presence of all shareholders at any annual meeting or special meeting shall constitute a Waiver of Notice whether in writing or not.

Section 6. Quorum. The holders of a majority of the issued and outstanding stock of this Corporation, present or represented by proxy at any meeting of the shareholders, shall constitute a quorum for doing business.

Section 7. Voting. Each shareholder of this Corporation shall be entitled to one vote, in person or by proxy, for each share of common stock standing in the name of such shareholder on the books of this Corporation.

### ARTICLE III

#### Directors

Section 1. Number, Qualification and Election. The business, affairs and property of this Corporation shall be managed by a Board of Directors, consisting of three (3) or more members, who shall be elected at the annual meeting of the shareholders by a majority of the vote cast at such election by ballot or, in the absence of objection by or on behalf of any shareholder present or represented at this meeting, in any manner other than by ballot. Such director shall hold office for one year and thereafter until their successors shall be elected and shall qualify.

Section 2. Vacancies and Removal. If the office of any director shall become vacant between annual meetings by reason of death or resignation, the remaining directors shall elect a director in the place and stead of the one so dying or resigning, and any director so elected shall hold office until the next annual meeting of the shareholders. Any directors may resign at any time. The shareholders, by majority vote of the issued and outstanding shares of stock, shall have the right at any time to remove any director, with or without cause, and elect a new director to hold office until the next

annual meeting of the shareholders and until the successor shall have been duly elected.

Section 3. Regular Meeting. Regular meetings of the Board of Directors shall be immediately following the annual meeting of the shareholders, and at such other times as shall be determined by the Board of Directors. Notice of each regular meeting of the Board of Directors shall not be required.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called at any time by any member of the Board of Directors. Notice of any special meeting of the Board of Directors shall be given at least two (2) days prior thereto to each director, either personally or by mail or by telegram addressed to him at his last known post office address.

Section 5. Waiver of Notice. Notice of any special meeting of the Board of Directors may be waived by a writing signed by all of the directors not notified as above provided, and the presence of a director at any meeting of the Board of Directors shall constitute a Waiver of Notice by such director of said meeting whether in writing or not.

Section 6. Place of Meeting. All meetings of the Board of Directors shall be held at the principal office of this Corporation, or at such other place or places as all of the Board may agree and designate.

Section 7. Quorum. A majority of the directors of this Corporation shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

Section 8. Voting. At all meetings of the Board of Directors, each director shall have one vote.

Section 9. Compensation. Directors shall not receive any stated salary for their services as directors, except such amount as may be agreed upon by all directors by resolution, however, nothing herein contained shall be construed to preclude any director from serving the company in any other capacity as an officer, agent, or otherwise, and receiving compensation therefor. Any director individually, or any firm of which any director is a partner, may be a party to or may have an interest in any contract or transaction of this Corporation provided that such contract or transaction shall be approved or ratified by the affirmative vote of at least a majority of the directors present at a meeting of the Board of Directors. No director shall be liable to account to this Corporation for any profit realized by him from and through any such transaction or contract of the Corporation, ratified and approved as aforesaid, by reason of his interest in such transaction or contract.

#### ARTICLE IV

##### Officers

Section 1. Election and Appointment. The officers of the Corporation shall be a President, Vice President, Secretary and Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors.



Section 2. Powers and Duties of the President. The President shall preside at the shareholders meetings and shall act as Chairman of the Board at directors meetings in the absence of designation of another to so serve and shall cause to be called regular and special meetings of the shareholders and directors in accordance with these bylaws. The President shall make and sign all contracts and agreements in the name of this Corporation, which are authorized by the Board of Directors. The President shall be responsible for the corporate books, records and legal requirements. The President shall sign all notes, drafts, or bills of exchange, acceptances or other instruments, for the payment of money duly drawn by the Treasurer. He shall submit a report of the operations of this Corporation for each year to the regular meeting of the shareholders and report to the directors all matters within his knowledge which the interests of this Corporation may require to be brought to their notice. In general, he shall perform all duties incidental to his office as President.

Section 3. Powers and Duties of Vice President. The Vice President of this Corporation shall generally assist the President and shall perform such duties as may be assigned to him by the Board of Directors. In the event of death, resignation, absence or inability of the President to act, he shall assume and discharge pro tempore the powers and duties of the President of this Corporation.

Section 4. Powers and Duties of Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors

and shareholders and shall have charge of the corporate records and books. He shall sign all certificates of stock and keep in safe custody the seal and affix the same, when authorized by the Board of Directors, to any instruments requiring the seal. He shall keep accounts of stock registered and transferred in the manner prescribed by law. In general he shall perform all duties incidental to this office.

Section 5. Powers and Duties of Treasurer. The Treasurer shall have the care and custody of and be responsible for all funds, securities, evidences of indebtedness and other valuable documents of the Corporation, and deposit all such funds in the name of the Corporation in such banks, or trust companies, or other depositories, or in such safe places as the Board of Directors may designate. The Treasurer shall sign, make and endorse in the name of the Corporation all checks, notes, drafts, bills of exchange, acceptances and other instruments for the payment of money and pay out and dispose of the same and receipt therefor, under direction of the President and the Board of Directors. The Treasurer shall render a statement of the condition of the finances of the Corporation at each regular meeting of the shareholders. The Treasurer shall keep at the office of the Corporation full and accurate books of account as the Board of Directors may require, and shall exhibit the same to any director or shareholder of the Corporation upon application thereof. In general, he shall perform all duties incidental to this office.

He shall give the Corporation a bond for the faithful discharge of his duties in such amount and with such surety as the Board of Directors may hereafter prescribe.

#### ARTICLE V

##### Certificates of Stock and Stock Transfer Book

Section 1. Issue and Registration. The certificates of stock of the Corporation shall be in the form approved by the Board of Directors. Certificates of stock shall be signed by the President and Secretary, and sealed with the seal of the Corporation. They shall be numbered consecutively and registered in the order in which they are issued. All certificates exchanged or returned to the Corporation shall be marked "Cancelled" and the date of cancellation affixed thereto, and each cancelled certificate shall be preserved and attached to the stub from which the same was originally taken. In the event of loss of a certificate, the directors may order a new certificate to be issued in its place and stead upon receiving satisfactory proof of loss and a notation of loss to be entered upon the stub from which the lost certificate was originally taken.

Section 2. Stock Transfer Book. The stock transfer book of the Corporation shall be closed for the purposes of determining shareholders entitled to notice of or to vote at a meeting of shareholders fifteen days prior to such meeting.

#### ARTICLE VI

##### Fiscal Year

The fiscal year of the Corporation shall begin on the

1st day of October of each year and end on the 30th day of September of each year.

ARTICLE VII

Corporate Seal

The directors shall provide a suitable corporate seal which shall be a charge of the Secretary and shall be used as authorized by the Board of Directors.

ARTICLE VIII

Contracts

The Board of Directors may authorize any officer or officers, agent or agents, employee or employees to enter into any contract or other instrument on behalf of this Corporation, and such authority may be general or confined to specific instances. Except as herein provided or as authorized by the Board of Directors, no officer, agent or employee other than the President, Vice President, Secretary or Treasurer, shall have any power or authority to bind this Corporation by any contract or engagement, or to pledge its credit or to render it liable, for any purpose or for any amount.

ARTICLE IX

Deposits and Checks

All checks and drafts or funds of this Corporation shall be deposited from time to time to the credit of this Corporation in such banks, or trust companies, or to other depositories, as the Board of Directors from time to time may designate. All checks shall be drawn out of the regular check books of this Corporation and upon the stub of each such check the

purpose and amount for which the same are drawn shall be specified. All checks, notes, drafts, bills of exchange, acceptances or other orders for payment of money or other evidences of indebtedness of the Corporation, shall be signed by the President or Treasurer, unless otherwise designated by resolution of the Board of Directors.

#### ARTICLE X

##### Dividends

The Board of Directors may from time to time declare, and the Corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by law.

#### ARTICLE XI

##### Waiver of Notice

Any notice required to be given shall be unnecessary if a waiver thereof in writing, signed by the person or persons entitled to such notice, be given at any time and placed of record with the Corporation.

#### ARTICLE XII

##### Amendments

These bylaws may be altered, amended or repealed and new bylaws may be adopted by the Board of Directors at any regular meeting or special meeting of the Board of Directors or altered, amended or repealed and new bylaws adopted by a majority vote of the issued and outstanding stock of the Corporation which shall then be binding upon the Board of Directors.

**CONSENT OF ACTION BY THE SHAREHOLDERS OF  
TDS COLLECTION SERVICES, INC.**

This Action by Consent is taken by the Shareholders of TDS Collection Services, Inc. (“Corporation”) under Wyoming Statutes section 17-16-704 and the Corporation’s Restated Shareholders’ Agreement section 10, providing that any action required or permitted to be taken by the Shareholders of the Corporation may be taken without a meeting by a written consent signed by the Shareholders entitled to vote on the action. The undersigned Corporation Shareholders, Gary D. Olson and Marilyn K. Olson as Trustees of the Gary D. Olson Living Trust and the Marilyn K. Olson Living Trust and Kurt Sittner, hold 51.596% of the Corporation’s stock and represent a quorum and a majority of the Corporation’s issued and outstanding stock and they do hereby waive any and all notice that may be required to be given with respect to a meeting or consent of the Shareholders of the Corporation and do hereby consent to the following actions:

**WHEREAS**, the Shareholders of the Corporation in a Consent of Action dated November 26, 2014, hired Kurt Sittner as the Corporation’s Operations Manager.

**WHEREAS**, the Shareholders in the Consent of Action dated November 26, 2014 limited Kurt Sittner’s authority to sign contracts obligating the Corporation, to sign purchase orders for the Corporation, and to sign checks for payments on behalf of the Corporation to a maximum of amount of \$150,000.00.

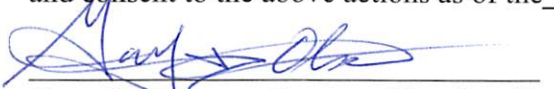
**WHEREAS**, the Shareholders in the Consent of Action dated November 26, 2014 prohibited Kurt Sittner from borrowing funds for the Corporation, signing promissory notes or loan documents obligating the Corporation, and encumbering Corporate assets or pledging Corporate assets as security for any Corporate loan.

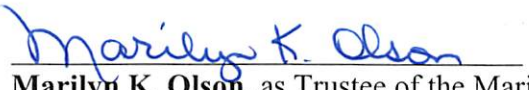
**WHEREAS**, the Shareholders desire to give Kurt Sittner more authority to act on behalf of the Corporation and desire to remove the \$150,000.00 limit for each contract, purchase order, and check and permit him to borrow funds for the Corporation, sign promissory notes, loan documents, and encumber or pledge Corporate assets as security for Corporate loans.


**NOW THEREFORE**, the Corporation's Shareholders do hereby take, ratify, resolve, confirm, approve, and consent to the following actions:

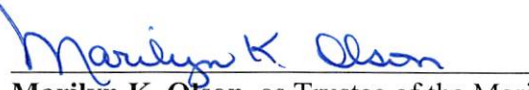
Kurt Sittner is granted the authority on behalf of the Corporation to sign any contact, purchase order, or check with no monetary limitation and may borrow funds for the Corporation, sign any promissory notes or loan documents obligating the Corporation, and encumber any Corporate assets or pledge Corporate assets as security for any Corporate loan.

**IT WITNESS WHEREOF**, the undersigned Shareholders evidence their approval of and consent to the above actions as of the 6 day of March, 2017.

  
**Gary D. Olson**, as Trustee of the Gary D. Olson Living Trust dated May 14, 1997, Shareholder

  
**Marilyn K. Olson**, as Trustee of the Marilyn K. Olson Living Trust dated May 14, 1997, Shareholder

  
**Gary D. Olson**, as Trustee of the Gary D. Olson Living Trust dated May 14, 1997, Shareholder

  
**Marilyn K. Olson**, as Trustee of the Marilyn K. Olson Living Trust dated May 14, 1997, Shareholder

  
**Kurt Sittner**, Shareholder



## RFP – Solid Waste

**1.1 INTRODUCTION** – TDS Collection Service, Inc. (TDS) agrees that the contract should be for twenty-five (25) years with the option for two (2) extensions for a potential total of seventy-five (75) years. Furthermore, TDS agrees that rates should be examined by both parties every five (5) years and be equitably adjusted.

**1.2 EXISTING COLLECTION SYSTEM** - TDS acknowledges the existing collection system. Please note that TDS will not be providing proposal information on solid waste collection (either residential or commercial), single-stream recycling, drop-off recycling, electronic waste, yard waste, or cardboard collection. TDS will support the partnership with Keep Scottsbluff Beautiful and work with the community in the specified areas.

### **1.3 GENERAL TERMS**

A) TDS will not be submitting a proposal for collection of solid waste, recyclables, cardboard, electronics, or yard waste. TDS will provide pricing and for the processing and disposal of municipal solid waste (MSW) at the TDS bale-fill located in the vicinity of Torrington, Wyoming. The TDS bale-fill has in place a lifetime permit and meets all state and federal requirements for landfills. Please see the attached copy of the TDS Lifetime Operating Permit and the most recent Wyoming Department of Environmental Quality inspection reports indicating no deficiencies. TDS could provide thirty (30) cubic yard open top roll-off containers to all areas of the City of Scottsbluff (City). TDS would also like to have the opportunity to discuss the potential of partnering with City for the construction and operation of an MSW transfer facility.

B) TDS proposes that City continue to conduct collection operations, and partner with TDS to construct a new transfer facility to be owned and operated by either City or TDS, or a combination thereof, dependent upon negotiations. Collection trucks could be unloaded at the transfer facility and solid waste could be transferred to walking floor semi-tractor trailer(s) owned by TDS. MSW could then be transported to the TDS baler facility to be compacted into bales and placed in the TDS bale-fill.

C) TDS leaves open the possibility of alternative proposals and/or amendments to the current proposal at this time.

D) Additional information Regarding Scope A – TDS acknowledges that the two paragraphs included in Section D do not pertain to their proposal.

E) Additional information regarding Scope B - TDS acknowledges that it shall be responsible for processing and disposing of City's MSW, and that TDS shall provide to City scale tickets, tonnage reports, and other reports as set forth in the Contract.



**2.4 INTERPRETATIONS, SCHEDULE AND ADDENDA** - TDS' proposal will be delivered to City on or before the specified due date, and TDS will anticipate the request from City for an interview.

**2.12 SERVICES START DATE** - TDS, dependent upon the aforementioned transfer facility partnering with City, working with MC Schaff Family of Companies' engineering group, estimates that securing of the location, Nebraska DEQ permitting, and construction of the transfer facility would take approximately eight (8) months to complete. TDS would be prepared to begin transfer of City's MSW upon completion of the facility.

**C.4 Transportation and Transfer Station** – Transportation equipment would consist of two semi-tractors and two walking floor trailers with automatic tarps to move MSW from Scottsbluff to Torrington. No sub-contractors would be used in transportation or any transfer facility operations. All staff at the transfer facility would be employees of City or TDS, and only the TDS Torrington Landfill would be used for the disposal. TDS could construct a state-of-the-art transfer station facility, meeting all engineering and Nebraska DEQ requirements concerning both location and operating guidelines. Suggested operating hours for the transfer facility would be from 7:00 a.m. until 3:00 p.m. and could be extended if deemed necessary by City. Processing capability is anticipated to be approximately twenty-five (25) to thirty (30) tons per hour or approximately two hundred (200) to two hundred forty (240) tons per day for MSW.

**C.5 Disposal and Landfill** – TDS would utilize its landfill/bale-fill located near Highway 156, approximately four (4) miles southwesterly of Torrington. The hours of operation for this landfill are 7:00 a.m. until 3:30 p.m., or until all daily work is completed. TDS is capable of processing MSW into 2000+/- pound compressed bales at a rate of 25 – 30 tons per hour, or 200 - 240 tons per day. MSW is currently compressed and baled before being taken to the bale-fill area with cover material placed per DEQ requirements. There is no rejection or contamination by TDS, and there are no contracted processors. The TDS facility is not open to the public. The TDS bale-fill, Cell Seven, Areas A, B, and C have a service life of approximately sixty-five (65) years. The TDS landfill site is in excess of six hundred (600) acres, therefore, TDS has more than ample capacity to handle City's MSW, even considering growth in MSW and/or population.

**Start of Services and Contract Term**

Contract would be negotiated and agreed to by both parties and remain in effect throughout the contract term, however, TDS would suggest that the contract could be cancelled by either party by giving written notification at least 24 months in advance. This would be for the protection of future Councils as well as TDS.

**Unit Price**

Landfill Tipping Fee – Processing and Disposal	\$39.50 per ton
Transfer of Solid Waste (Scottsbluff to TDS Facility)	To be determined based on negotiations
30 CY Open Top Roll-Off Container	To be determined based on City's desires

**Additional Notes:**

TDS' proposal assumes that the transfer facility would be constructed at the old Scottsbluff landfill property near County Road 26 and County Road M between Scottsbluff and Minatare, and on the northerly side of the reclaimed landfill. TDS would request for City to commit 65+/- acres of this

City owned property on the easterly side of the compost area and on the northerly side of the buildings that are currently located there. TDS would negotiate with City for construction costs and ownership of the transfer station facility including the 65+/- acres of property. Dependent upon the negotiations between City and TDS, TDS would be capable of constructing and operating the transfer facility with the potential purchase of the acreage from City and TDS would retain full ownership of the facility. Mr. David Schaff with MC Schaff would provide the design, permitting, and oversight of the construction of the facility. The current site of operation for the Fairbanks scale used in composting purposes would be utilized for monitoring of MSW. Scale tickets would be duplicate copy with one copy for City and one copy for TDS. TDS does not anticipate being open to the public at any time due to safety concerns and the lack of need for such a service.

TDS currently has one hundred (100) plus thirty (30) cubic yard open top roll-off containers and four (4) late model trucks with roll-off attachments for which to service the containers. If City were to desire their residents have open top roll-off services, TDS could supply the services. TDS would be capable of adjusting the roll-off container program as City deemed necessary.

Thank you for the opportunity to submit our proposal and please let us know if you require further information or clarification.



# Department of Environmental Quality

To protect, conserve, and enhance the Quality of Wyoming's environment for the benefit of current and future generations



Matthew H. Mead, Governor

Todd Parfitt, Director

July 19, 2018

Gary Olson  
TDS Trash Collection Service, Inc.  
P.O. Box 696  
Torrington, WY 82240

*Certified Mail: 7016 3560 0000 3480 7161  
Return Receipt Requested*

RE: Solid Waste Chapter 2 Lifetime Operating Permit  
TDS Trash Collection Service, Inc. – TDS Landfill, SHWD File #10.645

Dear Mr. Olson:

This letter constitutes a Wyoming Department of Environmental Quality, Solid Waste Chapter 2 lifetime operating permit for the TDS Trash Collection Service, Inc. – TDS Landfill.

On May 23, 2018, the Wyoming Department of Environmental Quality, Solid and Hazardous Waste Division (Department) completed its final review of the recent permit application for the facility identified above, dated February 21, 2017, with supplemental information received on April 26, 2018. The Department has determined this lifetime permit application is both complete and technically adequate.

The Department has also received the necessary information to document that the public notice requirements of Chapter 1, Section 2(b)(i) and (ii) of the Solid Waste Rules and Regulations (SWRR) were properly completed. No comments were received by the Department during the designated public comment period.

This facility is subject to the financial assurance requirements of SWRR Chapter 7. The financial assurance mechanism provided for this facility is a letter of credit, bond number: 4506170209017, issued by First State Bank – Torrington, WY. The amount of the financial assurance mechanism is \$1,100,000.00. This mechanism was reviewed and approved by the Department on May 23, 2018.

The operator of the facility authorized by this operating permit shall be responsible for complying with the terms of the permit application specified above.

The operator of the facility authorized by this permit shall allow the administrator or an authorized representative, upon the presentation of credentials and other documents as may be required by law to enter upon the operator's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit; have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit; inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and sample or monitor at reasonable times, for the purposes of assuring permit compliance or as

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ADMIN/OUTREACH (307) 777-7758 FAX 777-3610	ABANDONED MINES (307) 777-6145 FAX 777-6462	AIR QUALITY (307) 777-7391 FAX 777-5616	INDUSTRIAL SITING (307) 777-7369 FAX 777-6937	LAND QUALITY (307) 777-7756 FAX 777-5864	SOLID & HAZ. WASTE (307) 777-7752 FAX 777-5973	WATER QUALITY (307) 777-7781 FAX 777-5973
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otherwise authorized by the appropriate rules and regulations of the Department, any substances or parameters at any location.

In accordance with the Wyoming Environmental Quality Act, Wyoming Statute (W.S.) 35-11-502(o), this permit is for the lifetime of the facility, through closure, not to exceed twenty-five years. The facility has an estimated operational life of seventy years (70) years. The Department is issuing this permit for a twenty-five (25) year permit term, effective beginning the date of this letter. Pursuant to W.S. 35-11-502(q)(ii), the operator will need to submit a lifetime renewal permit application within three (3) years of the expiration of this lifetime permit. Pursuant to W.S. 35-11-523, the operator shall file an annual report with the administrator within thirty (30) days prior to the anniversary date of each lifetime permit. Prior to the preparation of a renewal permit application, the Department strongly recommends a face-to-face pre-application meeting with the operator, manager, consultant and the Department.

*The conditions imposed by this new operating permit shall take precedence over conflicting designs, specifications or procedures contained in the referenced permit application document.* Failure to comply with this lifetime operating permit may be grounds for permit revocation under the provisions of Chapter 1, Section 4(b) of the Wyoming SWRR.

If you are unable to accept this lifetime operating permit, you must appeal this permit by sending a letter stating your objections to the Environmental Quality Council, Herschler Building, 122 West 25<sup>th</sup> Street, Cheyenne, Wyoming 82002, within sixty (60) days of your receipt of this permit amendment.

If you have any questions regarding the Department's review or this lifetime operating permit, please contact Suzanne Engels at (307) 777-5447 or [suzanne.engels@wyo.gov](mailto:suzanne.engels@wyo.gov)

Sincerely,



Luke Esch  
Administrator  
Solid & Hazardous Waste Division



Todd Parfitt  
Director  
Department of Environmental Quality

Copy: Cheyenne SHWD File # 10.645  
Joel Frost, DEQ – Cheyenne Office (via email)  
Suzanne Engels, DEQ Cheyenne Office (via email)  
Timothy D. Eisenhauer, P.E., Baker & Associates, Inc. (via email)



# Department of Environmental Quality

*To protect, conserve and enhance the quality of Wyoming's environment for the benefit of current and future generations.*



Matthew H. Mead, Governor



Todd Parfitt, Director

September 2<sup>nd</sup>, 2016

Mr. Gary Olson  
Torrington Disposal Service, Inc.  
P. O. Box 696  
Torrington, WY 82240

RE: August 31<sup>st</sup>, 2016 Routine Landfill Inspection at TDS Landfill, located in Torrington, WY

Dear Mr. Olson:

On August 31<sup>st</sup>, 2016, I conducted a field evaluation of the above referenced facility to evaluate compliance with Wyoming Solid Waste (SWRR), and Hazardous Waste Rules and Regulations (HWRR).

Overall, landfill conditions were observed to be excellent. Litter control was good, signs were adequate and the landfill appeared to be operating according to the Wyoming Solid Waste Rules and Regulations. No violations were noted.

Should you have any questions concerning the results of this inspection, please feel free to contact me at (307) 777-7246.

Sincerely,

Joel Frost  
Natural Resource Analyst  
Wyoming Department of Environmental Quality  
Solid and Hazardous Waste Division  
Inspection & Compliance  
[jfrost@wyo.gov](mailto:jfrost@wyo.gov)

Enclosures: Inspection checklist, photo report

Cc: File 10.645  
Bob Breuer, I&C Program Manager  
SW-PER, Cheyenne

200 West 17th Street · Cheyenne, WY 82002 · <http://deq.wyoming.gov> · Fax (307)635-1784

ADMIN/OUTREACH (307) 777-7937	ABANDONED MINES (307) 777-6145	AIR QUALITY (307) 777-7391	INDUSTRIAL SITING (307) 777-7369	LAND QUALITY (307) 777-7756	SOLID & HAZ. WASTE (307) 777-7752	WATER QUALITY (307) 777-7781
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**WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY  
SOLID AND HAZARDOUS WASTE DIVISION  
Chapter 2, Sanitary Landfill Checklist (Routine)  
Torrington Disposal Service, Torrington Disposal Service, Inc. (10.645)**

<b>Company Name:</b>	Torrington Disposal Service	
<b>Facility Name:</b>	Torrington Disposal Service, Inc. (10.645)	
<b>EPA ID Number:</b>		
<b>Facility Address:</b>	P.O. Box 696	
<b>City State Zip:</b>	Torrington, WY 82240	
<b>Primary Contact:</b>	Gary Olson, President (307) 532-7515	
<b>Contact Address:</b>	P. O. Box 696	
<b>City State Zip:</b>	Torrington, WY 82240	
<b>Additional Contacts:</b>	Gary Olson, President (307) 532-7515 Kurt Sittner, Operations Manager (307) 532-7515	
<b>Inspection Date:</b>	8/31/2016	
<b>Report Date:</b>	9/2/2016	
<b>Notification Status:</b>	Notifier	
<b>Primary Inspector:</b>	Joel Frost,	
<b>DEQ Participant(s):</b>	Joel Frost,	
<b>Weather:</b>	mild	
<b>Time In / Time Out:</b>	2:20:00 PM	3:21:00 PM
<b>Ownership:</b>	Private	
<b>Facility Type:</b>	Type II Municipal	
<b>Generator Type:</b>	N/A	
<b>Photos:</b>	Photos Available	



**WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY  
SOLID AND HAZARDOUS WASTE DIVISION  
Chapter 2, Sanitary Landfill Checklist (Routine)  
Torrington Disposal Service, Torrington Disposal Service, Inc. (10.645)  
Inspection Date: 8/31/2016**

<b>Municipal Landfill (Routine)</b>		
<b>Result</b>	<b>Section</b>	<b>Inspection Item</b>
	Chapter 2	<b>Sanitary Landfill Routine-Design/Construction Standards</b>
IC	1 1(f)	Does the facility have a permit or One-Time Authorization (OTA) to manage wastes at this location?
IC	2 4(b), 5(d)	Does the facility have adequate access restrictions (per. fencing, facility locked at end of day, control access to facility)
IC	2 4(c)	Has the facility posted the required signs at access points (facility name, emergency contacts & phone, hours of operation, prohibited wastes, asbestos notification)?
IC	2 4(d)	Does the facility have an all weather access road?
IC	2 4(e), 5(k)	Does the facility have adequate firelanes and emergency protection procedures (portable fire extinguishers/communication system)?
IC	2 4(f)	Are there adequate buffer zones (area maintained at least 20 feet within the sites perimeter)?
NE	2 4(g)	Has topsoil been properly revegetated with signs posted?
IC	2 4(i), 5(u)	Have surface water run-off provisions been implemented to eliminate ponding and surface water contact with wastes?
A	2 4(m)	Does excavation slope stability exceed 1.5:1 h:v?
IC	2 4(n), 5(l)	Does the facility have adequate litter controls?
IC	2 4(o)	Are on-site structures for methane control designed properly?
IC	2 4(p),5(z), 5(aa)	Is the facility designed and constructed according to the Chapter 8 standards (Scrap Tires, friable and non-friable asbestos, PC Soil, Petroleum Storage Tank management)?
IC	2 4(q)	Does the facility meet the storage and treatment standards of Chapter 6?
IC	Chapter 2	<b>Sanitary Landfill Routine-Operating Standards</b>
IC	2 5(a)	Is the SW Manager qualified?
IC	2 5(c)	Is the facilities equipment and standby equipment adequate and is backup equipment available?
NA	2 5(e)	Does the facility handle liquid wastes?
IC	2 5(f)	Does the facility have an adequate hazardous waste screening program in place with all necessary department notifications?
NA	2 5(g)	Are dead animals covered daily?
IC	2 5(h)	Are traffic signs posted to direct public to the proper dumping area?
NA	2 5(i)	Is salvaging occurring and if so, is it conducted in a manner that does not interfere with normal operations?
NA	2 5(j)	Has the facility performed open burning without approval?
IC	2 5(m)	Are there disease carrying vectors onsite?
IC	2 5(n)	Does the landfill adequately prevent dust and odor problems?
IC	2 5(o)	Is the working face of the landfill restricted to the smallest practical area?

IC	2 5(p)	Are wastes adequately compacted?
IC	2 5(q)	Is cover placed according to the required frequency and is the cover or approved alternative cover being properly applied?
IC	2 5(q)(iii)	Does the facility comply with the special cover frequency requirements for tires, brush, asbestos, PCS, and/or etc.?
IC	2 5(r)	Has intermediate cover been placed for areas not used after 180 days with 18 inches of cover material?
NE	2 7(d)	Does the final cover meet the final cover specification requirements?
IC	2 5(s)	Are areas promptly reclaimed?
IC	2 5(t)	Does the facility meet the methane requirements if the required methane limits are exceeded?
IC	2 5(v)	Is the discharge of leachate, contaminated groundwater, and/or surface water runoff prohibited?
IC	2 5(w)	Has the facility prevented waste contact with groundwater?
NA	35-11-509	Have lead acid batteries been disposed at the landfill? <i>Batteries are pulled from trash at baler facility</i>
	Chapter 2	<b>Sanitary Landfill Routine-Recordkeeping Standards</b>
IC	2 5(y)(i)(A)	Is the log of litter collection activities being adequately maintained on site?
IC	2 5(y)(i)(B)	Does the compaction and cover log specify dates and areas compacted/covered?
IC	2 5(y)(i)(C)	Is there information on disposal of any special wastes including types and disposition, volume, date and source?
IC	2 5(y)(i)(D)	Are there adequate records for wastes sold or salvaged?
IC	2 5(y)(i)(E)	Are there records of any problems causing cessation in operations?
IC	2 5(y)(i)(F)	Is there a copy of the permit letter on site?
IC	2 5(y)(ii)(A)	Is there a copy of the application prepared under Chapter 2?
IC	2 5(y)(ii)(B)	Is the location restriction demonstration onsite if not in the permit application?
IC	2 5(y)(ii)(C)	Is there a log of random screenings to detect hazardous/PCB waste and proper DEQ notifications?
NE	2 5(y)(ii)(D)	Are there HW and PCB training records?
IC	2 6(c)(iii)	Are methane analyses being conducted on a quarterly basis?
IC	2 5(y)(ii)(E)	Are there records of methane analysis?
IC	2 5(y)(ii)(F)	Does the operator maintain the required groundwater monitoring records onsite or at an approved site location?
IC	2 5(y)(ii)(G)	Are trench specification records being kept for length, width, depth and location?
IC	2 5(y)(ii)(H)	Are trench completion dates and contents recorded?
NE	2 5(y)(ii)(I)	Does the operator maintain a copy of the closure and post-closure plans if they are not in the application?
NE	2 5(y)(ii)(J)	Does the operator maintain copies of the cost estimates and financial assurance demonstration required under Chapter 7?
NE	2 5(y)(ii)(K)	Does the operator maintain a copy of the landfill classification demonstration record?
NE	2 5(y)(ii)(L)	Does the operator maintain a copy of the engineered containment demonstration, if not contained in the permit application?
IC	2 5(y)(ii)(M)	Are there records of dates of reclamation activities?
	Chapter 2	



<b>Sanitary Landfill Routine-Monitoring Standards</b>		
<b>NE</b>	2 6(a)	Are groundwater samples being collected and managed in accordance with department guidance or in accord with equivalent methods approved by the administrator?
<b>IC</b>	2 6(b)	Does the facility perform routine groundwater monitoring?
<b>NE</b>	2 6 (b) (ii) (B)	Are groundwater monitor wells for Type II landfills designed, constructed and installed in accordance with WQD Chapter 11 requirements? Are wells plugged and sealed in accordance with WQD Chapter 11 requirements?
	XXX	

Inspector comments are indicated in italicized font

V = Violation, NA = Not Applicable, IC = In Compliance, A = Applicable, XX = Not Relevant, TBD = To Be Determined, NE = Not Evaluated

**Site Location: Torrington Disposal Services (TDS), Torrington, WY**

Date Taken: 8/31/16

Taken By: Joel Frost

Caption: Entrance sign and gate



**Site Location: Torrington Disposal Services (TDS), Torrington, WY**

Date Taken:	8/31/16
Taken By:	Joel Frost
Caption:	Baler





**Site Location: Torrington Disposal Services (TDS), Torrington, WY**

Date Taken: 8/31/16

Taken By: Joel Frost

Caption: Scrap metal bin, tires



**Site Location: Torrington Disposal Services (TDS), Torrington, WY**

Date Taken: 8/31/16

Taken By: Joel Frost

Caption: Scrap metal bins, aluminum, etc.





**Site Location: Torrington Disposal Services (TDS), Torrington, WY**

Date Taken:	8/31/16
Taken By:	Joel Frost
Caption:	Cell 7



**Site Location: Torrington Disposal Services (TDS), Torrington, WY**

Date Taken: 8/31/16

Taken By: Joel Frost

Caption: Access road to balefill





**Site Location: Torrington Disposal Services (TDS), Torrington, WY**

Date Taken: 8/31/16

Taken By: Joel Frost

Caption: Balefill working face





**Site Location: Torrington Disposal Services (TDS), Torrington, WY**

Date Taken:	8/31/16
Taken By:	Joel Frost
Caption:	Balefill working face



**Site Location: Torrington Disposal Services (TDS), Torrington, WY**

Date Taken:	8/31/16
Taken By:	Joel Frost
Caption:	Balefill working face





**Site Location: Torrington Disposal Services (TDS), Torrington, WY**

Date Taken:	8/31/16
Taken By:	Joel Frost
Caption:	PCS storage area



**Site Location: Torrington Disposal Services (TDS), Torrington, WY**

Date Taken:	8/31/16
Taken By:	Joel Frost
Caption:	CD waste, loose fill





**Site Location: Torrington Disposal Services (TDS), Torrington, WY**

Date Taken: 8/31/16

Taken By: Joel Frost

Caption: CD waste, loose fill



**Site Location: Torrington Disposal  
Services (TDS), Torrington, WY**

Date Taken:	8/31/16
Taken By:	Joel Frost
Caption:	Scrap metal





**Site Location: Torrington Disposal Services (TDS), Torrington, WY**

Date Taken:	8/31/16
Taken By:	Joel Frost
Caption:	Scrap metal



**Site Location: Torrington Disposal Services (TDS), Torrington, WY**

Date Taken:	8/31/16
Taken By:	Joel Frost
Caption:	Firelane, ash and soil mix





**Site Location: Torrington Disposal Services (TDS), Torrington, WY**

Date Taken:	8/31/16
Taken By:	Joel Frost
Caption:	Landfill cover



**Site Location: Torrington Disposal Services (TDS), Torrington, WY**

Date Taken:	8/31/16
Taken By:	Joel Frost
Caption:	Concrete rubble



**WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY  
SOLID AND HAZARDOUS WASTE DIVISION  
NOTICE OF INSPECTION**

Revised 11/97

<input type="checkbox"/> Resource Conservation and Recovery Act (RCRA), Wyoming Hazardous Waste Rules and Regulations (WHWRR), as amended <input checked="" type="checkbox"/> Wyoming Solid Waste Rules and Regulations (WSWRR), Wyoming Solid Waste Guidelines, as amended <input type="checkbox"/> Wyoming Hazardous Waste Permit Dated _____, as modified and/or amended <input type="checkbox"/> Wyoming Solid Waste Permit Dated _____, as modified and/or amended						
Date <i>8/31/16</i>	Inspector <i>Frost</i>	Time IN <i>2:20PM</i>	Time OUT <i>3:21PM</i>	RCRA: Gen. ( ) Transp. ( ) TSD ( )	EPA LD. #	SW File #
Fac. Func. <i>L-Fill</i>	Insp. Type <i>Routine</i>	<input type="checkbox"/> Announced <input checked="" type="checkbox"/> Unannounced		SW: Municipal ( ) Industrial ( ) Other _____	Facility Name: <i>TDS</i>	
Facility Representative(s): <i>Ernst Sittner</i>			Title: <i>Operations Manager</i>		Street Address:	
Phone # ( )			Fax # ( )		City: <i>Perrine</i>	State <b>WY</b>
Reason for Inspection: <input type="checkbox"/> Entry by Consent ( ) <input type="checkbox"/> To determine the extent of compliance with the above referenced requirements, which may require the collection of samples, documents, and/or photographs <input type="checkbox"/> Follow-up inspection to confirm return to compliance <input type="checkbox"/> Other (Specify) _____ <input type="checkbox"/> Complaint (Briefly describe) _____						
<input type="checkbox"/> Samples, Documents, and/or Photos collected (describe below)						
1.						
2.						
3.						
4.						
Samples requested and received by facility: ( ) Yes ( ) No If yes: ( ) Duplicate ( ) Split ( ) Photos (To be received when processed)						
This inspection has revealed the following solid or hazardous waste management problems for this facility:  <div style="font-size: 1.2em; font-family: cursive;"> <i>No violations noted. Nice job with operations</i> </div>						
Other comments or observations:						
The results of this inspection will be reviewed by personnel in the DEQ Solid and Hazardous Waste Division. A final determination of your facility's compliance with applicable regulations will be made following this review. Any supporting documentation requested must be received within 30 days to be considered during this review.						
Receipt of this Notice of Inspection is acknowledged. Signature does not constitute agreement with findings.				Signature of Lead Inspector <div style="font-size: 1.2em; font-family: cursive;"> <i>April Frost</i> </div> Assisting Inspector(s)		
_____ (Signature of facility representative)				_____		



## DEQ'S VOLUNTARY REMEDIATION PROGRAM and POLLUTION PREVENTION PLANS (P2)

**Background:** The Wyoming Legislature created the Voluntary Remediation Program (VRP) in 2000 to provide owners/operators of contaminated sites in Wyoming the opportunity to voluntarily participate in a flexible site clean-up process. The Legislature included the requirement for site owners/operators to be implementing pollution prevention plans (P2 Plans) at their facilities if they want to be eligible for VRP participation.

**P2 Plan Requirement Rule:** A new rule explaining P2 Plan requirements took effect on January 1, 2011. The rule is titled "*Chapter 1 – Pollution Prevention Plan Requirements for Eligibility in the Voluntary Remediation Program*".

**Benefits of entering a site into the VRP:** The VRP offers owners/operators certain options not available through DEQ's more typical remediation approaches (primarily "Administrative Order"); these benefits include:

1. Written liability assurance from the DEQ (both during and following successful completion of site clean-up).
2. Under certain circumstances, the opportunity to establish a Use Control Area (UCA) with the concurrence of local governments. The VRP can use a UCA to allow clean-up of soils to restricted land-use levels, which may be easier and less costly to achieve than unrestricted (residential) land-use clean-up levels.

### **When do you need to be implementing the P2 Plan?**

1. If the spill/release occurred between March 10, 2000 and December 31, 2010, and application to the VRP is made after January 1, 2011, you must have been implementing a P2 plan at the time of application.
2. If the spill/release occurs on or after January 1, 2011, you must be implementing a P2 plan at the time the release occurred to be eligible to enter that site into the VRP.

**Two categories of P2 Plans:** The P2 Plan Rule divides facilities into two broad categories;

1. Facilities in the first category must be implementing a formal, written P2 Plan, as defined in the rule. These facility types include, but are not limited to, LQGs and sites required to have an SPCC plan (see the rule for a complete list).
2. Facilities in the second category must be implementing the alternative minimum pollution prevention operating standards, as defined in the rule.

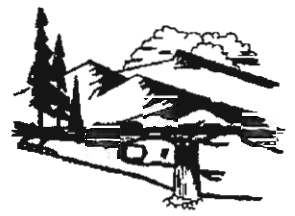
**Exemptions from the P2 Plan Requirements:** There are exemptions from the P2 Plan requirements, in certain circumstances, as defined in the rule.

**More Information:** For more information about the VRP, Pollution Prevention, the P2 Plan Requirement Rule and P2 Plan development, please visit our website at: <http://deg.state.wy.us/volremedi/index.asp>, or contact : Cindi Martinez, 307-777-2948 or Jerry Breed, 307-777-5617.



# Department of Environmental Quality

To protect, conserve and enhance the quality of Wyoming's environment for the benefit of current and future generations.



Todd Parfitt, Director



Matthew H. Mead, Governor

September 26<sup>th</sup>, 2017

Mr. Gary Olson  
Torrington Disposal Service, Inc.  
P. O. Box 696  
Torrington, WY 82240

RE: September 22<sup>nd</sup>, 2017 Routine Landfill Inspection at TDS Landfill, located in Torrington, WY

Dear Mr. Olson:

On September 22<sup>nd</sup>, 2017, I conducted a field evaluation of the above referenced facility to evaluate compliance with Wyoming Solid Waste (SWRR), and Hazardous Waste Rules and Regulations (HWRR). Mr. Josh Sexton (Construction/Environmental Service Manager) accompanied me during this inspection.

Overall, landfill conditions were observed to be excellent. Litter control was good, signs were adequate and the landfill appeared to be operating according to the Wyoming Solid Waste Rules and Regulations. No violations were noted.

Should you have any questions concerning the results of this inspection, please feel free to contact me at (307) 777-7246.

Sincerely,

Joel Frost  
Natural Resource Analyst  
Wyoming Department of Environmental Quality  
Solid and Hazardous Waste Division  
Inspection & Compliance  
[jfrost@wyo.gov](mailto:jfrost@wyo.gov)

Enclosures: Inspection checklist, photo report

Cc: File 10.645  
Bob Breuer, I&C Program Manager  
SW-PER, Cheyenne

200 West 17th Street · Cheyenne, WY 82002 · <http://deq.wyoming.gov> · Fax (307)635-1784

ADMIN/OUTREACH (307) 777-7937	ABANDONED MINES (307) 777-6145	AIR QUALITY (307) 777-7391	INDUSTRIAL SITING (307) 777-7369	LAND QUALITY (307) 777-7756	SOLID & HAZ. WASTE (307) 777-7752	WATER QUALITY (307) 777-7781
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**WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY  
SOLID AND HAZARDOUS WASTE DIVISION  
Chapter 2, Sanitary Landfill Checklist (Routine)  
Torrington Disposal Service, Torrington Disposal Service, Inc.**

<b>Company Name:</b>	Torrington Disposal Service	
<b>Facility Name:</b>	Torrington Disposal Service, Inc.	
<b>EPA ID Number:</b>		
<b>Facility Address:</b>	P.O. Box 696	
<b>City State Zip:</b>	Torrington, WY 82240	
<b>Primary Contact:</b>	Gary Olson, President (307) 532-7515	
<b>Contact Address:</b>	P. O. Box 696	
<b>City State Zip:</b>	Torrington, WY 82240	
<b>Additional Contacts:</b>	Josh Sexton, Construction/Environmental Service Manager Gary Olson, President (307) 532-7515	
<b>Inspection Date:</b>	9/23/2017	
<b>Report Date:</b>	9/26/2017	
<b>Notification Status:</b>	Notifier	
<b>Primary Inspector:</b>	Joel Frost,	
<b>DEQ Participant(s):</b>	Joel Frost,	
<b>Weather:</b>	mild	
<b>Time In / Time Out:</b>	1:00:00 PM	2:15:00 PM
<b>Ownership:</b>	Private	
<b>Facility Type:</b>	Type II Municipal	
<b>Generator Type:</b>	N/A	
<b>Photos:</b>	Photos Available	



**WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY  
SOLID AND HAZARDOUS WASTE DIVISION  
Chapter 2, Sanitary Landfill Checklist (Routine)  
Torrington Disposal Service, Torrington Disposal Service, Inc.  
Inspection Date: 9/23/2017**

<b>Municipal Landfill (Routine)-Updated 3/10/2017</b>		
<b>Result</b>	<b>Section</b>	<b>Inspection Item</b>
	Chapter 2, Sec. 7	<b>Municipal Landfill Routine-Design/Construction Standards</b>
IC	1 1(c)(i)	Does the facility have a permit or One-Time Authorization (OTA) to manage wastes at this location?
NE	2 7(a)	Are all site boundary corners surveyed and marked with permanent survey caps?
IC	2 7(b)	Does the facility have an all weather access road?
IC	2 7(c)	Are there adequate buffer zones (area maintained at least 20 feet within the sites perimeter)?
IC	2 7(d)	Is there sufficient cover material available to properly operate the facility through the closure period?
IC	2 7(e)	Have surface water structures been designed and constructed to: (i) prevent flow onto the active portion during the peak discharge from a 25-year storm, (ii) collect and control the runoff from the water volume resulting from this event, (iii) have sediment control structures designed/constructed in accord with Chapter 11 of the WQD?
IC	2 7(f)	Do the new units and lateral expansions comply with the W.S.35-11-527 requirements? W.S. 35-11-527 contains the requirements for engineered containment system including composite liner and leachate collection system. See approved permit application for facility.
A	2 7(i)	Does excavation slope stability exceed 1.5:1 h:v unless a slope stability analysis shows steeper slopes can be constructed/maintained?
NE	2 7(g)	(i) Are soil barrier layers properly constructed, (ii) Are all engineered containment system components supported by material of sufficient bearing strength? (iii) Do synthetic membranes meet the material and thickness requirement, are underlain by suitable bedding material, and in direct and uniform contact with the compacted soil component? (iv) Are lateral drainage layers properly constructed in accord with (g)(iv)? (v) If applicable, does the leak detection system designed to efficiently identify failure of the overlying barrier layer?
NE	2 7(h)	Has the QA/QC plan been properly carried out, has written authorization been obtained before wastes are accepted in the newly constructed unit and are copies of the engineer's certification and supporting documentation being kept as part of the operation record?
IC	2 7(j)	Are on-site structures for methane control designed properly?
	2 7	Section 7 Review Notes:
	Chapter 2, Sec. 8	<b>Municipal Landfill Routine-Operating Standards</b>
IC	2 8(a)	Is the SW Manager qualified?
IC	2 8(e)	Are bulk or noncontainerized liquid wastes being placed into the facility? Household waste other than septic waste and leachate or gas condensate derived from the landfill (generated from a landfill with composite liner/leachate collection system) are allowed.
IC	2 8(e)(i)	Has hazardous waste been disposed at the facility? Only HW excluded under 40CFR, Part 261 is allowed is specific authorization is granted in writing.
IC	2 8(e)(ii)(iii)	Does the facility have an adequate hazardous waste screening program in place with all necessary department notifications?
IC	2 8(c)	Does the facility have adequate access restrictions (per. fencing for working areas, reclaimed areas or other areas that may present public health and safety hazards) and are all access roads locked when the facility is unattended?
NE	2 8(f)	Are dead animals covered at the end of each operating day whenever carcasses are disposed?
IC	2 8(g)	Has the facility posted the required signs at access points (facility name, emergency contact phone

<http://deq.intra.state.wv.us/solidwasteClassic/Inspections/ChecklistREP.asp?ReportMode=...> 9/25/2017

		number and position title, hours of operation, prohibited wastes, asbestos notification)?
NA	2 8(h)	Are traffic signs posted to direct public to the proper dumping area? <i>Public is not allowed.</i>
NA	2 8(i)	Is salvaging occurring and if so, is it conducted in a manner that does not interfere with normal operations?
NA	2 8(j)	Has the facility performed open burning only of clean wood, tree trimmings, brush, agricultural wastes, silvicultural wastes, land clearing debris, diseased trees or debris from emergency cleanup and has an AQD permit been obtained?
IC	2 8(k)	Does the facility have adequate firelanes and emergency protection procedures (portable fire extinguishers/communication system)? Unobstructed 10 foot fire lane around all active solid waste mg't units or within perimeter fence, access to portable fire extinguishers when on-site, and communication system to alert local fire department depending on facility location.
IC	2 8(l)	Does the facility have an effective litter control program both within the landfill perimeter as well as offsite? Do the litter control structures control litter within the facility?
IC	2 8(m)	Does the facility control and prevent on-site populations of disease vectors using appropriate techniques?
IC	2 8(n)	Does the landfill adequately prevent dust and odor problems?
IC	2 8(o)	Is the working face of the landfill restricted to the smallest practical area using signs and barriers if necessary? Are solid wastes being deposited in a manner to limit windblown litter?
IC	2 8(p)	Has topsoil been properly removed to an area that won't be disturbed during facility operation and has it been revegetated with signs posted? Has the topsoil been removed from the facility without written authorization from the Administrator?
IC	2 8(q)(i)	Are wastes being properly covered at the end of the day? Not required for: brush/tree trimmings/clean wood, scrap tires, CD waste, white goods/cars/other metallic waste, PCS, friable asbestos waste in compliance with Chapter 8, any other solid waste approved by the Administrator.
NA	2 8(q)(ii)&(iii)	Is an approved cover material being used (at least 6 inches of compacted soil or other approved material) and if alternative cover being used, than 6 inches of compacted soil at least once/30 days?
IC	2 8(r)	Has intermediate cover been placed for areas not used after 180 days with 18 inches of cover material?
IC	2 8(s)	Is there standing or running water in contact with solid waste? Have adequate measures been taken to prevent and/or alleviate ponding of water over filled areas? Have surfaces been graded to promote lateral surface water run-off?
IC	2 8(t)	Is the discharge of leachate, contaminated groundwater, and/or surface water runoff prohibited?
IC	2 8(u)	Has the facility prevented waste contact with groundwater?
NE	2 8(v)	Has the solid waste disposal facility altered groundwater quality as determined by groundwater monitoring?
NA	2 8(w)	Has leachate been contained in leachate management systems and structures approved by the Administrator?
IC	2 9(c)(i)	Does the concentration of methane at the facility boundary exceed the lower explosive limit (LEL) and/or in facility structures? If so, does the facility meet the methane requirements if the required methane limits are exceeded?
	2 9	Section 9 Notes:
IC	35-11-509	Have lead acid batteries been disposed at the landfill?
	Chapter 2, Sec. 10	<b>Municipal Landfill Routine-Recordkeeping Standards</b>
IC	2 10(a)(i)	Is the log of litter collection activities being adequately maintained on site?
IC	2 10(a)(ii)	Is there information on disposal of any special wastes including types and disposition, volume, date and source?
NA	2 10(a)(iii)	Are there adequate records for wastes sold or salvaged?
	2 10(a)(iv)	

IC		Are there records of any problems causing cessation in operations?
IC	2 10(b)(i); 2(8)(b)	Is there a copy of the permit application on site?
NE	2 10(b)(ii)	Is the location restriction demonstration onsite if not in the permit application?
IC	2 10(b)(iii)	Is there a log of random screenings to detect hazardous/PCB waste and proper DEQ notifications and does the log contain the date, time and name(s) of the inspection personnel?
IC	2 10(b)(iv)	Are there HW and PCB training records?
IC	2 10(b)(v)	Are all monitoring results and any notification or remediation plans being kept at the facility or an approved alternative location?
IC	2 10(b)(vi)	Are there records of as-built specifications for disposal units, including liners, caps, and leachate collection systems, with their dates of construction, location, length, width and depth, being kept?
IC	2 10(b)(vii)	Are trench completion dates and contents recorded?
NE	2 10(b)(viii)	Does the operator maintain a copy of the closure and post-closure plans if they are not in the application?
NE	2 10(b)(ix)	Does the operator maintain copies of the cost estimates and financial assurance demonstration?
NE	2 10(b)(x)	Does the operator maintain a copy of the performance based design demonstration, if not contained in the permit application?
IC	2 10(b)(xi)	Are there records of dates of reclamation activities?
IC	2 10(b)(xii)	Does the operator maintain copies of written correspondence with the Department?
	Chapter 2, Section 9	<b>Municipal Landfill Routine-Monitoring Standards</b>
NE	SWRR, Chapter 2, Sec. 9(b)(i)(B) (I);WQRR Chaptre 26	Are groundwater monitor wells for disposal facilities designed, constructed and installed in accordance with WQD Chapter 36 requirements? Are wells plugged and sealed in accordance with WQD Chapter 26 requirements?

Inspector comments are indicated in italicized font  
 V = Violation, NA = Not Applicable, IC = In Compliance, A = Applicable, XX = Not Relevant, TBD = To Be Determined, NE = Not Evaluated

Site Location: Torrington Disposal Service, Torrington, WY

Date Taken: 9/23/17  
Taken By: Joel Frost  
Caption: Entrance sign and gate





Site Location: Torrington Disposal Service, Torrington, WY

Date Taken:	9/23/17
Taken By:	Joel Frost
Caption:	Baler building



Site Location: Torrington Disposal  
Service, Torrington, WY

Date Taken:	9/23/17
Taken By:	Joel Frost
Caption:	Baler





Site Location: Torrington Disposal  
Service, Torrington, WY

Date Taken:	9/23/17
Taken By:	Joel Frost
Caption:	Working face



**Site Location: Torrington Disposal Service, Torrington, WY**

Date Taken: 9/23/17

Taken By: Joel Frost

Caption: Scrap metal pile, located on former PCS remediation area





Site Location: Torrington Disposal  
Service, Torrington, WY

Date Taken:	9/23/17
Taken By:	Joel Frost
Caption:	Scrap metal pile



**Site Location: Torrington Disposal  
Service, Torrington, WY**

Date Taken:	9/23/17
Taken By:	Joel Frost
Caption:	Scrap metal pile





**Site Location: Torrington Disposal  
Service, Torrington, WY**

Date Taken:	9/23/17
Taken By:	Joel Frost
Caption:	Cell 6 being covered



**Site Location: Torrington Disposal Service, Torrington, WY**

Date Taken:	9/23/17
Taken By:	Joel Frost
Caption:	Top soil pile and sign





Site Location: Torrington Disposal Service, Torrington, WY

Date Taken:	9/23/17
Taken By:	Joel Frost
Caption:	Cover material,



**Site Location: Torrington Disposal  
Service, Torrington, WY**

Date Taken:	9/23/17
Taken By:	Joel Frost
Caption:	Cover material, litter screen





**Site Location: Torrington Disposal  
Service, Torrington, WY**

Date Taken: 9/23/17

Taken By: Joel Frost

Caption: Sand cover material, on cell 5  
awaiting use on cell 6





## **DEQ'S VOLUNTARY REMEDIATION PROGRAM and POLLUTION PREVENTION PLANS (P2)**

**Background:** The Wyoming Legislature created the Voluntary Remediation Program (VRP) in 2000 to provide owners/operators of contaminated sites in Wyoming the opportunity to voluntarily participate in a flexible site clean-up process. The Legislature included the requirement for site owners/operators to be implementing pollution prevention plans (P2 Plans) at their facilities if they want to be eligible for VRP participation.

**P2 Plan Requirement Rule:** A new rule explaining P2 Plan requirements took effect on January 1, 2011. The rule is titled "*Chapter 1 – Pollution Prevention Plan Requirements for Eligibility in the Voluntary Remediation Program*".

**Benefits of entering a site into the VRP:** The VRP offers owners/operators certain options not available through DEQ's more typical remediation approaches (primarily "Administrative Order"); these benefits include:

1. Written liability assurance from the DEQ (both during and following successful completion of site clean-up).
2. Under certain circumstances, the opportunity to establish a Use Control Area (UCA) with the concurrence of local governments. The VRP can use a UCA to allow clean-up of soils to restricted land-use levels, which may be easier and less costly to achieve than unrestricted (residential) land-use clean-up levels.

### **When do you need to be implementing the P2 Plan?**

1. If the spill/release occurred between March 10, 2000 and December 31, 2010, and application to the VRP is made after January 1, 2011, you must have been implementing a P2 plan at the time of application.
2. If the spill/release occurs on or after January 1, 2011, you must be implementing a P2 plan at the time the release occurred to be eligible to enter that site into the VRP.

**Two categories of P2 Plans:** The P2 Plan Rule divides facilities into two broad categories;

1. Facilities in the first category must be implementing a formal, written P2 Plan, as defined in the rule. These facility types include, but are not limited to, LQGs and sites required to have an SPCC plan (see the rule for a complete list).
2. Facilities in the second category must be implementing the alternative minimum pollution prevention operating standards, as defined in the rule.

**Exemptions from the P2 Plan Requirements:** There are exemptions from the P2 Plan requirements, in certain circumstances, as defined in the rule.

**More Information:** For more information about the VRP, Pollution Prevention, the P2 Plan Requirement Rule and P2 Plan development, please visit our website at: <http://deg.state.wy.us/volremedi/index.asp>, or contact : Cindi Martinez, 307-777-2948 or Jerry Breed, 307-777-5617.



# Department of Environmental Quality

*To protect, conserve and enhance the quality of Wyoming's environment for the benefit of current and future generations.*



Matthew H. Mead, Governor



Todd Parfitt, Director

September 27<sup>th</sup>, 2018

Mr. Gary Olson  
Torrington Disposal Service, Inc.  
P. O. Box 696  
Torrington, WY 82240

RE: September 21<sup>st</sup>, 2018 Routine Landfill Inspection at TDS Landfill, located in Torrington, WY

Dear Mr. Olson:

On September 21<sup>st</sup>, 2018, I conducted a field evaluation of the above referenced facility to evaluate compliance with Wyoming Solid Waste (SWRR), and Hazardous Waste Rules and Regulations (HWRR). Mr. Curt Sittner (Landfill Manager) accompanied me during this inspection.

Overall, landfill conditions were observed to be excellent. Litter control was good, signs were adequate and the landfill appeared to be operating according to the Wyoming Solid Waste Rules and Regulations. No violations were noted.

Should you have any questions concerning the results of this inspection, please feel free to contact me at (307) 777-7246.

Sincerely,

Joel Frost  
Natural Resource Analyst  
Wyoming Department of Environmental Quality  
Solid and Hazardous Waste Division  
Inspection & Compliance  
[jfrost@wyo.gov](mailto:jfrost@wyo.gov)

Enclosures: Inspection checklist, photo report

Cc: File 10.645  
Bob Breuer, I&C Program Manager  
Jody Weikart, SW-PER, Cheyenne

200 West 17th Street · Cheyenne, WY 82002 · <http://deq.wyoming.gov> · Fax (307)635-1784  
ADMIN/OUTREACH (307) 777-7937 ABANDONED MINES (307) 777-6145 AIR QUALITY (307) 777-7391 INDUSTRIAL SITING (307) 777-7369 LAND QUALITY (307) 777-7756 SOLID & HAZ. WASTE (307) 777-7752 WATER QUALITY (307) 777-7781



Torrington Disposal Service, Inc. : Inspection Date  
09/21/2018

Chapter 2, Sanitary Landfill Checklist (Routine)

**Municipal Landfill (Routine)-Updated 3/10/2017**

Does the facility have a permit or One-Time Authorization (OTA) to manage wastes at this location?

**1(c)(i) - Permit or One-Time Authorization**

In Compliance

Does the facility have an all weather access road?

**7(b) - Access Road**

In Compliance

Are there adequate buffer zones (area maintained at least 20 feet within the sites perimeter)?

**7(c) - Buffer Zones**

In Compliance

Have surface water structures been designed and constructed to: (i) prevent flow onto the active portion during the peak discharge from a 25-year storm, (ii) collect and control the runoff from the water volume resulting from this event, (iii) have sediment control structures designed/constructed in accord with Chapter 11 of the WOD?

**7(e) - Surface water structures**

Not Evaluated

Do the new units and lateral expansions comply with the W.S.35-11-527 requirements? W.S. 35-11-527 contains the requirements for engineered containment system including composite liner and leachate collection system. See approved permit application for facility.

**7(f) - Performance based design**

Not Evaluated

Does excavation slope stability exceed 1.5:1 h:v unless a slope stability analysis shows steeper slopes can be constructed/maintained?

**7(i) - Slope stability for excavations**

In Compliance

Are on-site structures for methane control designed properly?

**7(j) - Methane Control**

In Compliance

Is the SW Manager qualified?

**8(a) - SW Manager Qualifications**

In Compliance

Are bulk or noncontainerized liquid wastes being placed into the facility? Household waste other than septic waste and leachate or gas condensate derived from the landfill (generated from a landfill with composite liner/leachate collection system) are allowed.

**8(e) - Liquid Wastes**

In Compliance

Has hazardous waste been disposed at the facility? Only HW excluded under 40CFR, Part 261 is allowed is specific authorization is granted in writing.

<p><b>8(e)(i) - Hazardous waste disposal</b> In Compliance</p>
<p>Does the facility have an adequate hazardous waste screening program in place with all necessary department notifications? <b>8(e)(ii)(iii) - Hazardous waste screening program &amp; notification</b> In Compliance</p>
<p>Does the facility have adequate access restrictions (per. fencing for working areas, reclaimed areas or other areas that may present public health and safety hazards) and are all access roads locked when the facility is unattended? <b>8 (c) - Access Restriction</b> In Compliance</p>
<p>Has the facility posted the required signs at access points (facility name, emergency contact phone number and position title, hours of operation, prohibited wastes, asbestos notification)? <b>8(g) - Posting</b> In Compliance</p>
<p>Are traffic signs posted to direct public to the proper dumping area? <b>8(h) - Traffic</b> Not Applicable</p>
<p>Is salvaging occurring and if so, is it conducted in a manner that does not interfere with normal operations? <b>8(i) - Salvaging</b> Not Applicable</p>
<p>Does the facility have adequate firelanes and emergency protection procedures (portable fire extinguishers/communication system)? Unobstructed 10 foot fire lane around all active solid waste mg't units or within perimeter fence, access to portable fire extinguishers when on-site, and communication system to alert local fire department depending on facility location. <b>8 (k) - Fire protection and other emergency protection procedures</b>  In Compliance</p>
<p>Does the facility have an effective litter control program both within the landfill perimeter as well as offsite? Do the litter control structures control litter within the facility? <b>8(l) - Litter Control</b> In Compliance</p>
<p>Does the facility control and prevent on-site populations of disease vectors using appropriate techniques? <b>8(m) - Vectors</b> In Compliance</p>
<p>Does the landfill adequately prevent dust and odor problems? <b>8(n) - Dust and Odors</b> In Compliance</p>

Is the working face of the landfill restricted to the smallest practical area using signs and barriers if necessary? Are solid wastes being deposited in a manner to limit windblown litter?

**8(o) - Working Face**

In Compliance

Has topsoil been properly removed to an area that won't be disturbed during facility operation and has it been revegetated with signs posted? Has the topsoil been removed from the facility without written authorization from the Administrator?

**8(p) - Topsoil**

In Compliance

Are wastes being properly covered at the end of the day? Not required for: brush/tree trimmings/clean wood, scrap tires, CD waste, white goods/cars/other metallic waste, PCS, friable asbestos waste in compliance with Chapter 8. any other solid waste approved by the Administrator.

**8(q)(i) - Routine cover**

In Compliance

Is an approved cover material being used (at least 6 inches of compacted soil or other approved material) and if alternative cover being used, than 6 inches of compacted soil at least once/30 days?

**8(q)(ii)&(iii) - Approved cover material**

In Compliance

Has intermediate cover been placed for areas not used after 180 days with 18 inches of cover material?

**8(r) - Intermediate Cover**

In Compliance

Is there standing or running water in contact with solid waste? Have adequate measures been taken to prevent and/or alleviate ponding of water over filled areas? Have surfaces been graded to promote lateral surface water run-off?

**8(s) - Surface water contact**

In Compliance

Is the discharge of leachate, contaminated groundwater, and/or surface water runoff prohibited?

**8(t) - Discharge to surface water**

In Compliance

Has the facility prevented waste contact with groundwater?

**8(u) - Groundwater contact**

In Compliance

Has leachate been contained in leachate management systems and structures approved by the Administrator?

**8(w) - Leachate Management**

In Compliance

Have lead acid batteries been disposed at the landfill?

**35-11-509 - Lead Acid Battery Disposal**

In Compliance

Lead acid batteries are removed from waste stream prior to baling waste.

Is the log of litter collection activities being adequately maintained on site?

**10(a)(i) - Litter Collection Log**

In Compliance
<p>Is there information on disposal of any special wastes including types and disposition, volume, date and source?  <b>10(a)(ii) - Special Waste Info</b>  In Compliance</p>
<p>Are there adequate records for wastes sold or salvaged?  <b>10(a)(iii) - Salvage or Sale Records</b>  In Compliance</p>
<p>Are there records of any problems causing cessation in operations?  <b>10(a)(iv) - Records of Problems</b>  In Compliance</p>
<p>Is there a copy of the permit application on site?  <b>10(b)(i); 8(b) - Permit application</b>  In Compliance</p>
<p>Is there a log of random screenings to detect hazardous/PCB waste and proper DEQ notifications and does the log contain the date, time and name(s) of the inspection personnel?  <b>10(b)(iii) - Random Screening Log</b>  In Compliance</p>
<p>Are there HW and PCB training records?  <b>10(b)(iv) - Training Records</b>  In Compliance</p>
<p>Are all monitoring results and any notification or remediation plans being kept at the facility or an approved alternative location?  <b>10(b)(v) - Monitoring results</b>  In Compliance</p>
<p>Are there records of as-built specifications for disposal units, including liners, caps, and leachate collection systems, with their dates of construction, location, length, width and depth, being kept?  <b>10(b)(vi) - As-built specifications</b>  In Compliance</p>
<p>Are trench completion dates and contents recorded?  <b>10(b)(vii) - Trench Records</b>  In Compliance  Facility uses GPS coordinates to track placing of waste by location and date. Data is entered on daily log sheets.</p>
<p>Are there records of dates of reclamation activities?  <b>10(b)(xi) - Reclamation Activities</b>  In Compliance</p>
<p>Does the operator maintain copies of written correspondence with the Department?  <b>10(b)(xii) - Written Correspondence</b>  In Compliance</p>

**Site Location: Torrington Disposal  
Services landfill, Torrington, Wyoming**

Date Taken:	9/21/18
Taken By:	Joel Frost
Caption:	Top soil, firelane





**Site Location: Torrington Disposal  
Services landfill, Torrington, Wyoming**

Date Taken:	9/21/18
Taken By:	Joel Frost
Caption:	Cell 5 cover





**Site Location: Torrington Disposal Services landfill, Torrington, Wyoming**

Date Taken:	9/21/18
Taken By:	Joel Frost
Caption:	Cell 6





**Site Location: Torrington Disposal Services landfill, Torrington, Wyoming**

Date Taken:	9/21/18
Taken By:	Joel Frost
Caption:	Drilling soil



**Site Location: Torrington Disposal  
Services landfill, Torrington, Wyoming**

Date Taken:	9/21/18
Taken By:	Joel Frost
Caption:	Cell 6





**Site Location: Torrington Disposal  
Services landfill, Torrington, Wyoming**

Date Taken:	9/21/18
Taken By:	Joel Frost
Caption:	Cell 5 slope to the south, well drilling soil storage area in distance





**Site Location: Torrington Disposal  
Services landfill, Torrington, Wyoming**

Date Taken:	9/21/18
Taken By:	Joel Frost
Caption:	Active balefill cell





**Site Location: Torrington Disposal Services landfill, Torrington, Wyoming**

Date Taken:	9/21/18
Taken By:	Joel Frost
Caption:	Active balefill cell





**Site Location: Torrington Disposal  
Services landfill, Torrington, Wyoming**

Date Taken:	9/21/18
Taken By:	Joel Frost
Caption:	Access road to active cell





**Site Location: Torrington Disposal  
Services landfill, Torrington, Wyoming**

Date Taken:	9/21/18
Taken By:	Joel Frost
Caption:	Active balefill cell





**Site Location: Torrington Disposal  
Services landfill, Torrington, Wyoming**

Date Taken:	9/21/18
Taken By:	Joel Frost
Caption:	Metal pile





**Site Location: Torrington Disposal Services landfill, Torrington, Wyoming**

Date Taken:	9/21/18
Taken By:	Joel Frost
Caption:	New methane monitoring vent





**Site Location: Torrington Disposal Services landfill, Torrington, Wyoming**

Date Taken: 9/21/18  
Taken By: Joel Frost  
Caption: Metal, tires and e-waste pulled prior to being baled





**Site Location: Torrington Disposal Services landfill, Torrington, Wyoming**

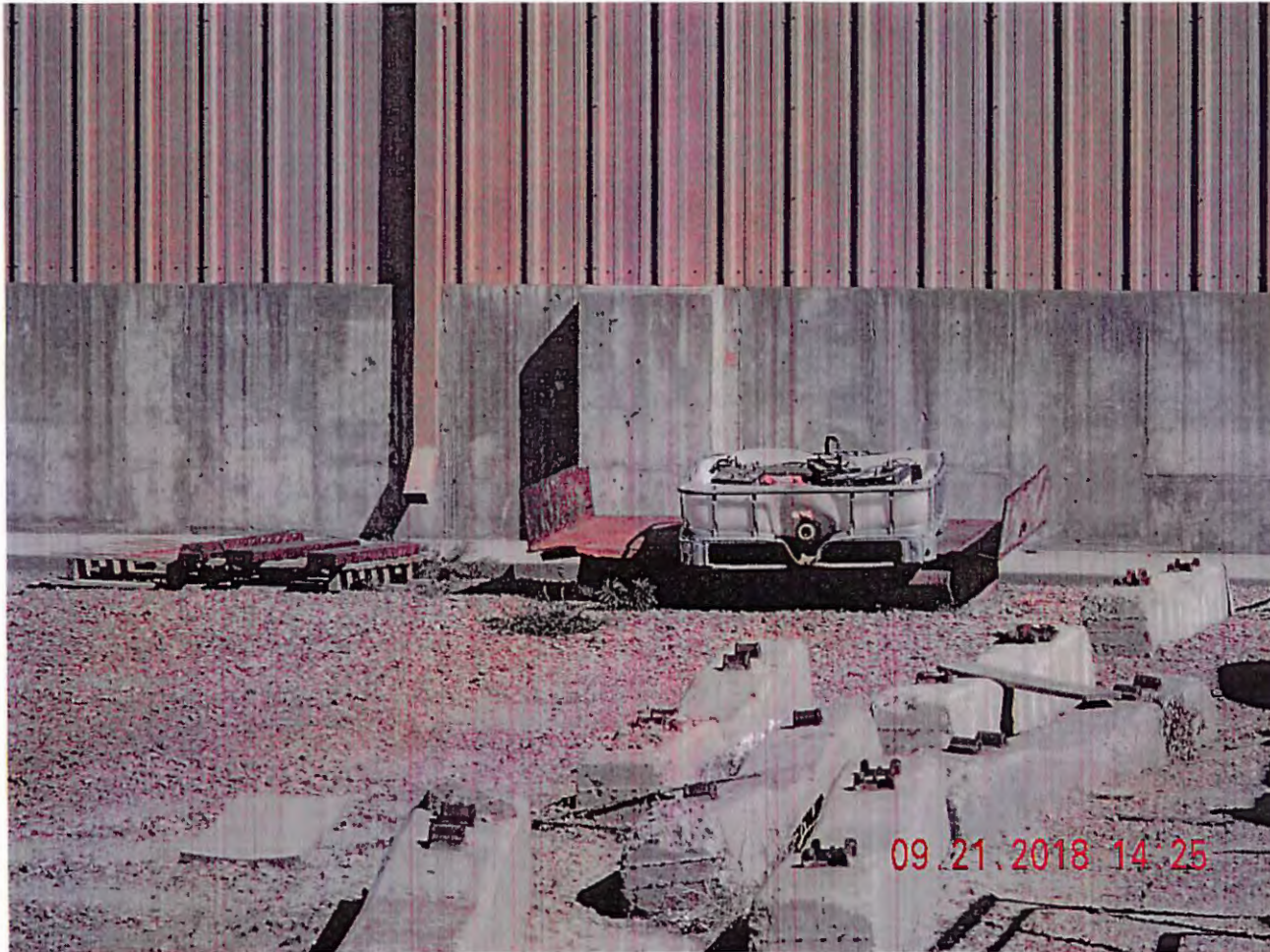
Date Taken:	9/21/18
Taken By:	Joel Frost
Caption:	Scrap metal container





**Site Location: Torrington Disposal  
Services landfill, Torrington, Wyoming**

Date Taken:	9/21/18
Taken By:	Joel Frost
Caption:	Batteries to be recycled





**WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY  
SOLID AND HAZARDOUS WASTE DIVISION  
NOTICE OF INSPECTION**

Revised 11/97

<input type="checkbox"/> Resource Conservation and Recovery Act (RCRA), Wyoming Hazardous Waste Rules and Regulations (WHWRR), as amended <input type="checkbox"/> Wyoming Solid Waste Rules and Regulations (WSWRR), Wyoming Solid Waste Guidelines, as amended <input type="checkbox"/> Wyoming Hazardous Waste Permit Dated _____, as modified and/or amended <input type="checkbox"/> Wyoming Solid Waste Permit Dated _____, as modified and/or amended						
Date <i>9/21/18</i>	Inspector <i>Frost</i>	Time IN <i>1:00pm</i>	Time OUT <i>2:30</i>	RCRA: Gen. ( ) Transp. ( ) TSD ( )	EPA I.D. #	SW File #
Fac. Func. <i>L-Fill</i>	Insp. Type <i>Routine</i>	<input type="checkbox"/> Announced <input checked="" type="checkbox"/> Unannounced		SW: Municipal (x) Industrial ( ) Other _____	Facility Name: <i>TDS</i>	
Facility Representative(s): <i>Curt Sittner</i>			Title: <i>Landfill Manager</i>		Street Address:	
Phone # ( )			Fax # ( )		City: <i>Tongue</i>	State <b>WY</b>
Reason for Inspection:    Entry by Consent ( ) _____ <input type="checkbox"/> To determine the extent of compliance with the above referenced requirements, which may require the collection of samples, documents, and/or photographs <input type="checkbox"/> Follow-up inspection to confirm return to compliance <input type="checkbox"/> Other (Specify) _____ <input type="checkbox"/> Complaint (Briefly describe) _____						
<input type="checkbox"/> Samples, Documents, and/or Photos collected (describe below)						
1.						
2.						
3.						
4.						
Samples requested and received by facility:    ( ) Yes    ( ) No If yes:    ( ) Duplicate    ( ) Split    ( ) Photos (To be received when processed)						
This inspection has revealed the following solid or hazardous waste management problems for this facility:  <i>No violations observed.</i>						
Other comments or observations:						
The results of this inspection will be reviewed by personnel in the DEQ Solid and Hazardous Waste Division. A final determination of your facility's compliance with applicable regulations will be made following this review. Any supporting documentation requested must be received within 30 days to be considered during this review.						
Receipt of this Notice of Inspection is acknowledged. Signature does not constitute agreement with findings.				Signature of Lead Inspector  <i>[Signature]</i> Assisting Inspector(s)		
_____ (Signature of facility representative)				_____		



## **DEQ'S VOLUNTARY REMEDIATION PROGRAM and POLLUTION PREVENTION PLANS (P2)**

**Background:** The Wyoming Legislature created the Voluntary Remediation Program (VRP) in 2000 to provide owners/operators of contaminated sites in Wyoming the opportunity to voluntarily participate in a flexible site clean-up process. The Legislature included the requirement for site owners/operators to be implementing pollution prevention plans (P2 Plans) at their facilities if they want to be eligible for VRP participation.

**P2 Plan Requirement Rule:** A new rule explaining P2 Plan requirements took effect on January 1, 2011. The rule is titled "*Chapter 1 – Pollution Prevention Plan Requirements for Eligibility in the Voluntary Remediation Program*".

**Benefits of entering a site into the VRP:** The VRP offers owners/operators certain options not available through DEQ's more typical remediation approaches (primarily "Administrative Order"); these benefits include:

1. Written liability assurance from the DEQ (both during and following successful completion of site clean-up).
2. Under certain circumstances, the opportunity to establish a Use Control Area (UCA) with the concurrence of local governments. The VRP can use a UCA to allow clean-up of soils to restricted land-use levels, which may be easier and less costly to achieve than unrestricted (residential) land-use clean-up levels.

### **When do you need to be implementing the P2 Plan?**

1. If the spill/release occurred between March 10, 2000 and December 31, 2010, and application to the VRP is made after January 1, 2011, you must have been implementing a P2 plan at the time of application.
2. If the spill/release occurs on or after January 1, 2011, you must be implementing a P2 plan at the time the release occurred to be eligible to enter that site into the VRP.

**Two categories of P2 Plans:** The P2 Plan Rule divides facilities into two broad categories;

1. Facilities in the first category must be implementing a formal, written P2 Plan, as defined in the rule. These facility types include, but are not limited to, LQGs and sites required to have an SPCC plan (see the rule for a complete list).
2. Facilities in the second category must be implementing the alternative minimum pollution prevention operating standards, as defined in the rule.

**Exemptions from the P2 Plan Requirements:** There are exemptions from the P2 Plan requirements, in certain circumstances, as defined in the rule.

**More Information:** For more information about the VRP, Pollution Prevention, the P2 Plan Requirement Rule and P2 Plan development, please visit our website at: <http://deq.state.wy.us/volremedi/index.asp>, or contact : Cindi Martinez, 307-777-2948 or Jerry Breed, 307-777-5617.



# Department of Environmental Quality

*To protect, conserve and enhance the quality of Wyoming's environment for the benefit of current and future generations.*



Mark Gordon, Governor



Todd Parfitt, Director

August 16<sup>th</sup>, 2019

Mr. Gary Olson  
Torrington Disposal Service, Inc.  
P. O. Box 696  
Torrington, WY 82240

RE: August 8<sup>th</sup>, 2019 Routine Landfill Inspection at TDS Landfill, located in Torrington, WY

Dear Mr. Olson:

On August 8<sup>th</sup>, 2019, I conducted a field evaluation of the above referenced facility to evaluate compliance with Wyoming Solid Waste (SWRR), and Hazardous Waste Rules and Regulations (HWRR). Mr. Curt Sittner (Landfill Manager) accompanied me during the inspection. Mr. Timothy Reed (WDEQ/SW Permitting) was also present during the inspection.

Overall, landfill conditions were observed to be excellent. Litter control was good, daily cover was excellent, signs were adequate and the landfill appeared to be operating according to the Wyoming Solid Waste Rules and Regulations. No violations were noted.

Should you have any questions concerning the results of this inspection, please feel free to contact me at (307) 777-7246.

Sincerely,

Joel Frost  
Natural Resource Analyst  
Wyoming Department of Environmental Quality  
Solid and Hazardous Waste Division  
Inspection & Compliance  
[jfrost@wyo.gov](mailto:jfrost@wyo.gov)

Enclosures: Inspection checklist, photo report

Cc: File 10.645  
Bob Breuer, I&C Program Manager  
Jody Weikart, SW-PER, Cheyenne  
Timothy Reed, SW-PER, Cheyenne

200 West 17th Street, Cheyenne, WY 82002 · <http://deq.wyoming.gov> · Fax (307)635-1784

ADMIN/OUTREACH (307) 777-7937	ABANDONED MINES (307) 777-6145	AIR QUALITY (307) 777-7391	INDUSTRIAL SITING (307) 777-7369	LAND QUALITY (307) 777-7756	SOLID & HAZ. WASTE (307) 777-7752	WATER QUALITY (307) 777-7781
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Torrington Disposal Service, Inc. : 08/08/2019  
Chapter 2, Sanitary Landfill Checklist (Routine)

**Municipal Landfill (Routine)-Updated 3/10/2017**

Does the facility have a permit or One-Time Authorization (OTA) to manage wastes at this location?

**1(c)(i) - Permit or One-Time Authorization**

In Compliance

Does the facility have an all weather access road?

**7(b) - Access Road**

In Compliance

Are there adequate buffer zones (area maintained at least 20 feet within the sites perimeter)?

**7(c) - Buffer Zones**

In Compliance

Are on-site structures for methane control designed properly?

**7(j) - Methane Control**

In Compliance

Is the SW Manager qualified?

**8(a) - SW Manager Qualifications**

In Compliance

Are bulk or noncontainerized liquid wastes being placed into the facility? Household waste other than septic waste and leachate or gas condensate derived from the landfill (generated from a landfill with composite liner/leachate collection system) are allowed.

**8(e) - Liquid Wastes**

In Compliance

Has hazardous waste been disposed at the facility? Only HW excluded under 40CFR, Part 261 is allowed is specific authorization is granted in writing.

**8(e)(i) - Hazardous waste disposal**

In Compliance

Does the facility have an adequate hazardous waste screening program in place with all necessary department notifications?

**8(e)(ii)(iii) - Hazardous waste screening program & notification**

In Compliance

Does the facility have adequate access restrictions (per. fencing for working areas, reclaimed areas or other areas that may present public health and safety hazards) and are all access roads locked when the facility is unattended?

**8 (c) - Access Restriction**

In Compliance

Are dead animals covered at the end of each operating day whenever carcasses are disposed?

**8(f) - Dead Animals**

In Compliance

Has the facility posted the required signs at access points (facility name, emergency contact phone number and position title, hours of operation, prohibited wastes, asbestos notification)?

**8(g) - Posting**

In Compliance

Are traffic signs posted to direct public to the proper dumping area?

**8(h) - Traffic**

Not Applicable

Is salvaging occurring and if so, is it conducted in a manner that does not interfere with normal operations?

**8(i) - Salvaging**

Not Applicable

Has the facility performed open burning only of clean wood, tree trimmings, brush, agricultural wastes, silvicultural wastes, land clearing debris, diseased trees or debris from emergency cleanup and has an AQD permit been obtained?

**8(j) - Burning Restriction**

Not Applicable

Does the facility have adequate firelanes and emergency protection procedures (portable fire extinguishers/communication system)? Unobstructed 10 foot fire lane around all active solid waste mg't units or within perimeter fence, access to portable fire extinguishers when on-site, and communication system to alert local fire department depending on facility location.

**8 (k) - Fire protection and other emergency protection procedures**

In Compliance

Does the facility have an effective litter control program both within the landfill perimeter as well as offsite?

Do the litter control structures control litter within the facility?

**8(l) - Litter Control**

In Compliance

Does the facility control and prevent on-site populations of disease vectors using appropriate techniques?

**8(m) - Vectors**

In Compliance

Does the landfill adequately prevent dust and odor problems?

**8(n) - Dust and Odors**

In Compliance

Is the working face of the landfill restricted to the smallest practical area using signs and barriers if necessary? Are solid wastes being deposited in a manner to limit windblown litter?

**8(o) - Working Face**

In Compliance

Has topsoil been properly removed to an area that won't be disturbed during facility operation and has it been revegetated with signs posted? Has the topsoil been removed from the facility without written authorization from the Administrator?

**8(p) - Topsoil**

In Compliance

Are wastes being properly covered at the end of the day? Not required for: brush/tree trimmings/clean wood, scrap tires, CD waste, white goods/cars/other metallic waste, PCS, friable asbestos waste in compliance with Chapter 8. any other solid waste approved by the Administrator.

**8(q)(i) - Routine cover**

In Compliance

Is an approved cover material being used (at least 6 inches of compacted soil or other approved material) and if alternative cover being used, than 6 inches of compacted soil at least once/30 days?

**8(q)(ii)&(iii) - Approved cover material**

In Compliance

Has intermediate cover been placed for areas not used after 180 days with 18 inches of cover material?

**8(r) - Intermediate Cover**

In Compliance

Is there standing or running water in contact with solid waste? Have adequate measures been taken to prevent and/or alleviate ponding of water over filled areas? Have surfaces been graded to promote lateral surface water run-off?

**8(s) - Surface water contact**

In Compliance

Is the discharge of leachate, contaminated groundwater, and/or surface water runoff prohibited?

**8(t) - Discharge to surface water**

In Compliance

Has the facility prevented waste contact with groundwater?

**8(u) - Groundwater contact**

In Compliance

Has the solid waste disposal facility altered groundwater quality as determined by groundwater monitoring?

**8(v) - Groundwater discharges**

Not Evaluated

Has leachate been contained in leachate management systems and structures approved by the Administrator?

**8(w) - Leachate Management**

Not Evaluated

Is there information on disposal of any special wastes including types and disposition, volume, date and source?

**10(a)(ii) - Special Waste Info**

In Compliance

Are there records of any problems causing cessation in operations?

**10(a)(iv) - Records of Problems**

In Compliance



Is there a copy of the permit application on site?

**10(b)(i); 8(b) - Permit application**

In Compliance

Is there a log of random screenings to detect hazardous/PCB waste and proper DEQ notifications and does the log contain the date, time and name(s) of the inspection personnel?

**10(b)(iii) - Random Screening Log**

In Compliance

Are there HW and PCB training records?

**10(b)(iv) - Training Records**

In Compliance

Are all monitoring results and any notification or remediation plans being kept at the facility or an approved alternative location?

**10(b)(v) - Monitoring results**

In Compliance

Are there records of as-built specifications for disposal units, including liners, caps, and leachate collection systems, with their dates of construction, location, length, width and depth, being kept?

**10(b)(vi) - As-built specifications**

In Compliance

Are trench completion dates and contents recorded?

**10(b)(vii) - Trench Records**

In Compliance

Are there records of dates of reclamation activities?

**10(b)(xi) - Reclamation Activities**

In Compliance

**Site Location: Torrington Disposal Services landfill, Torrington, WY**

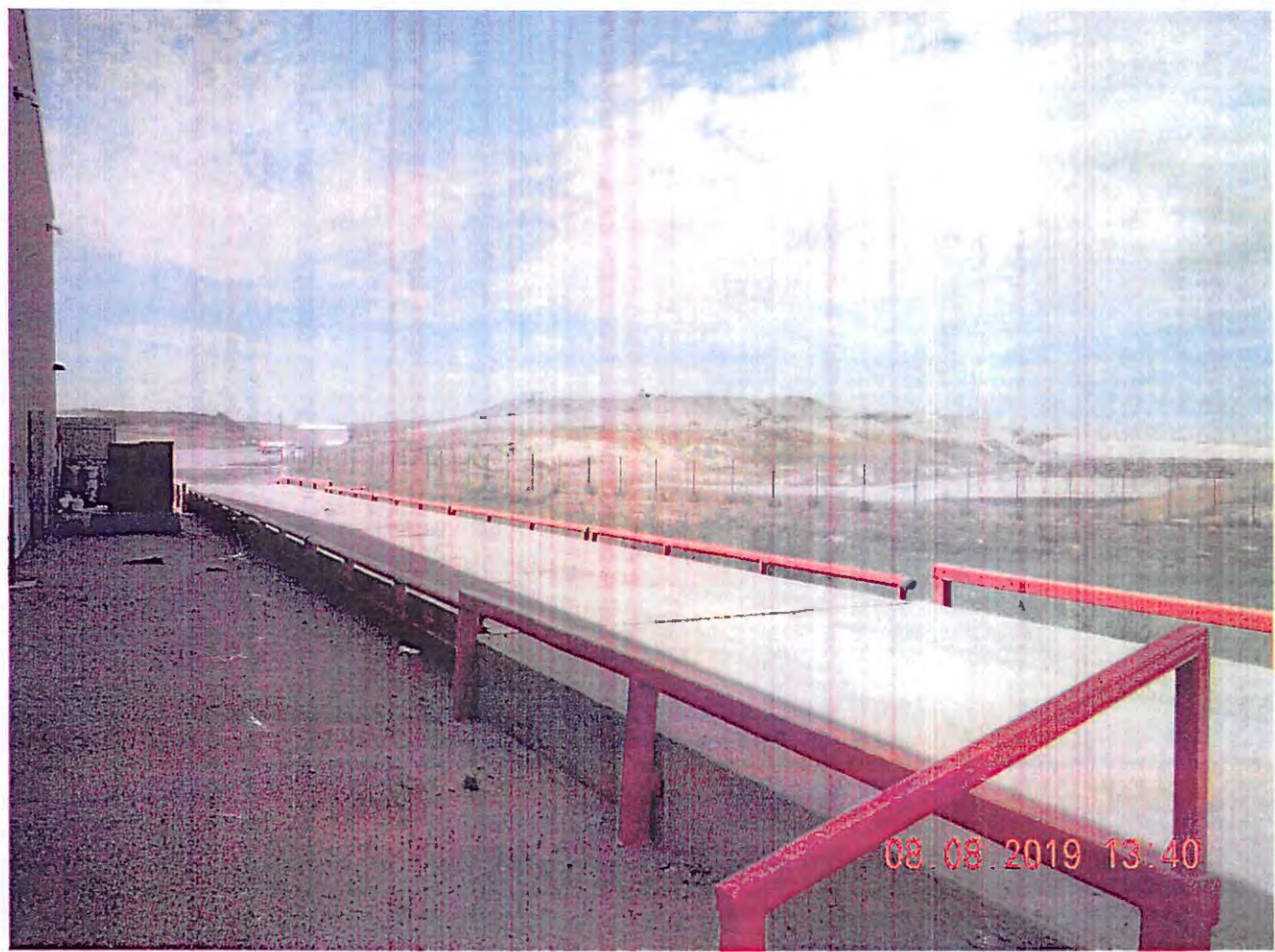
Date Taken:	8/8/19
Taken By:	Joel Frost
Caption:	Cell 7a, truck scale in foreground





**Site Location: Torrington Disposal Services landfill, Torrington, WY**

Date Taken:	8/8/19
Taken By:	Joel Frost
Caption:	Cell 7a, truck scale



**Site Location: Torrington Disposal  
Services landfill, Torrington, WY**

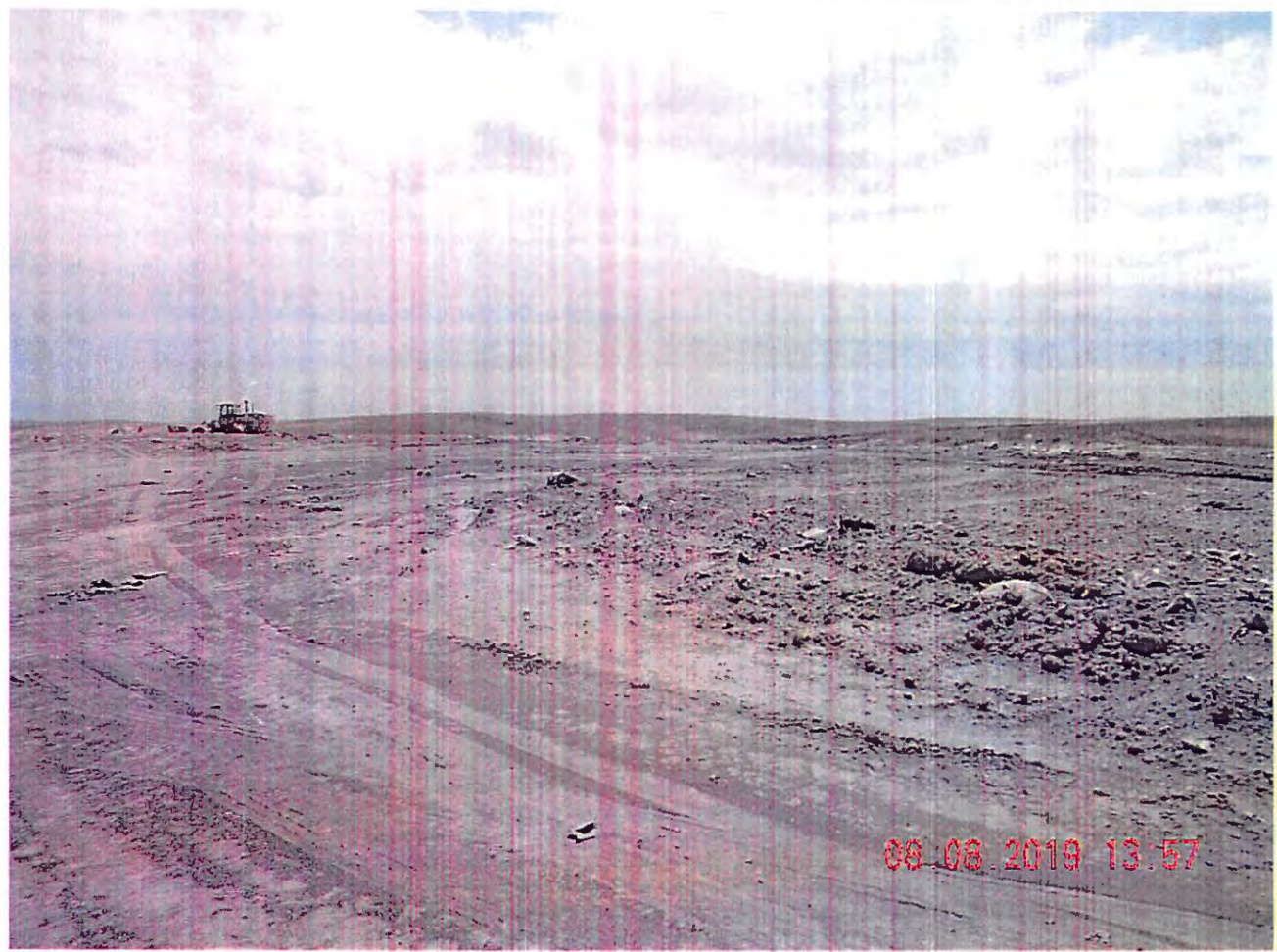
Date Taken:	8/8/19
Taken By:	Joel Frost
Caption:	Cell 7a balefill cover





**Site Location: Torrington Disposal Services landfill, Torrington, WY**

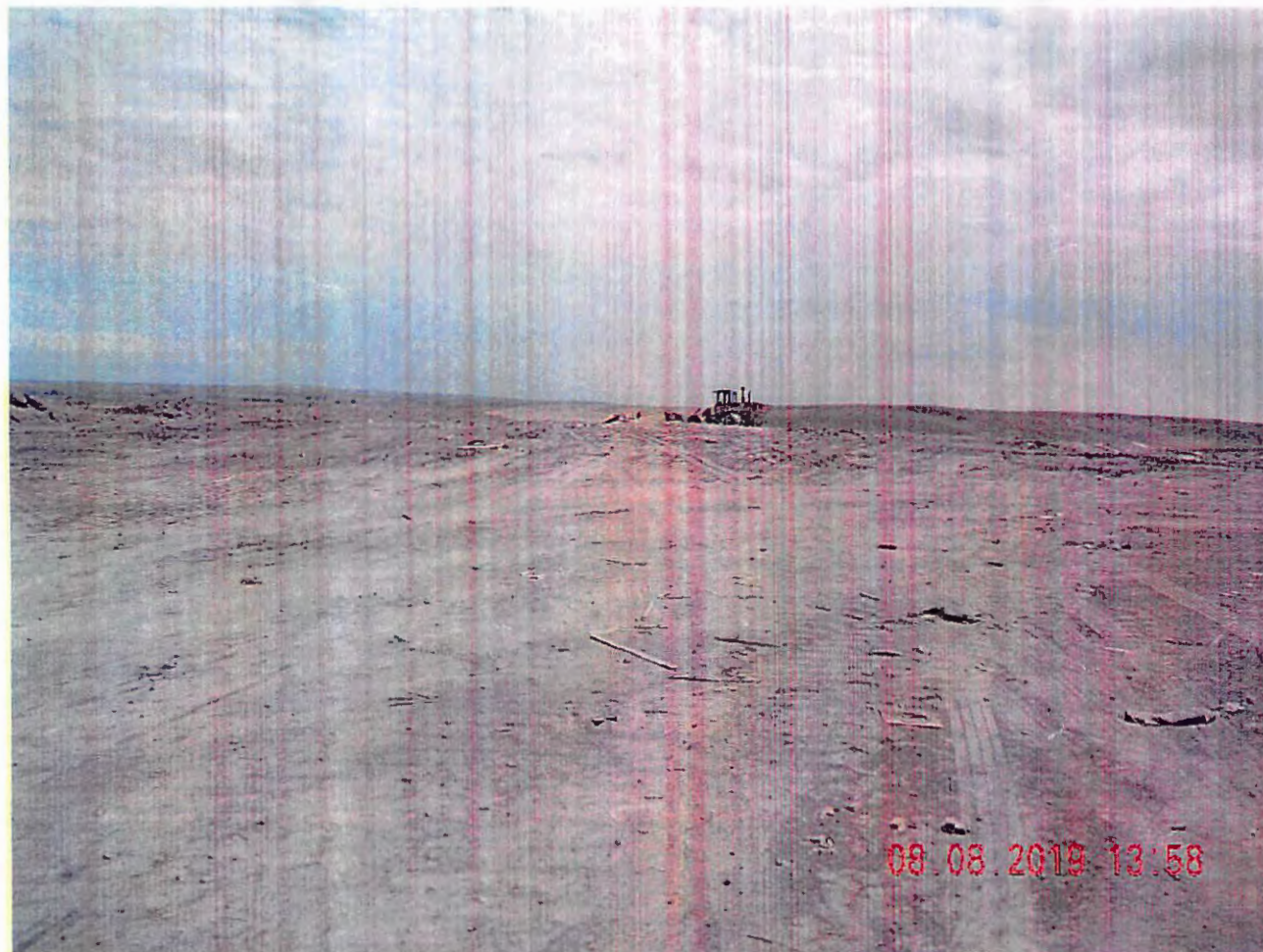
Date Taken:	8/8/19
Taken By:	Joel Frost
Caption:	Cell 7a balefill cover





**Site Location: Torrington Disposal  
Services landfill, Torrington, WY**

Date Taken:	8/8/19
Taken By:	Joel Frost
Caption:	Cell 7a balefill cover





**Site Location: Torrington Disposal  
Services landfill, Torrington, WY**

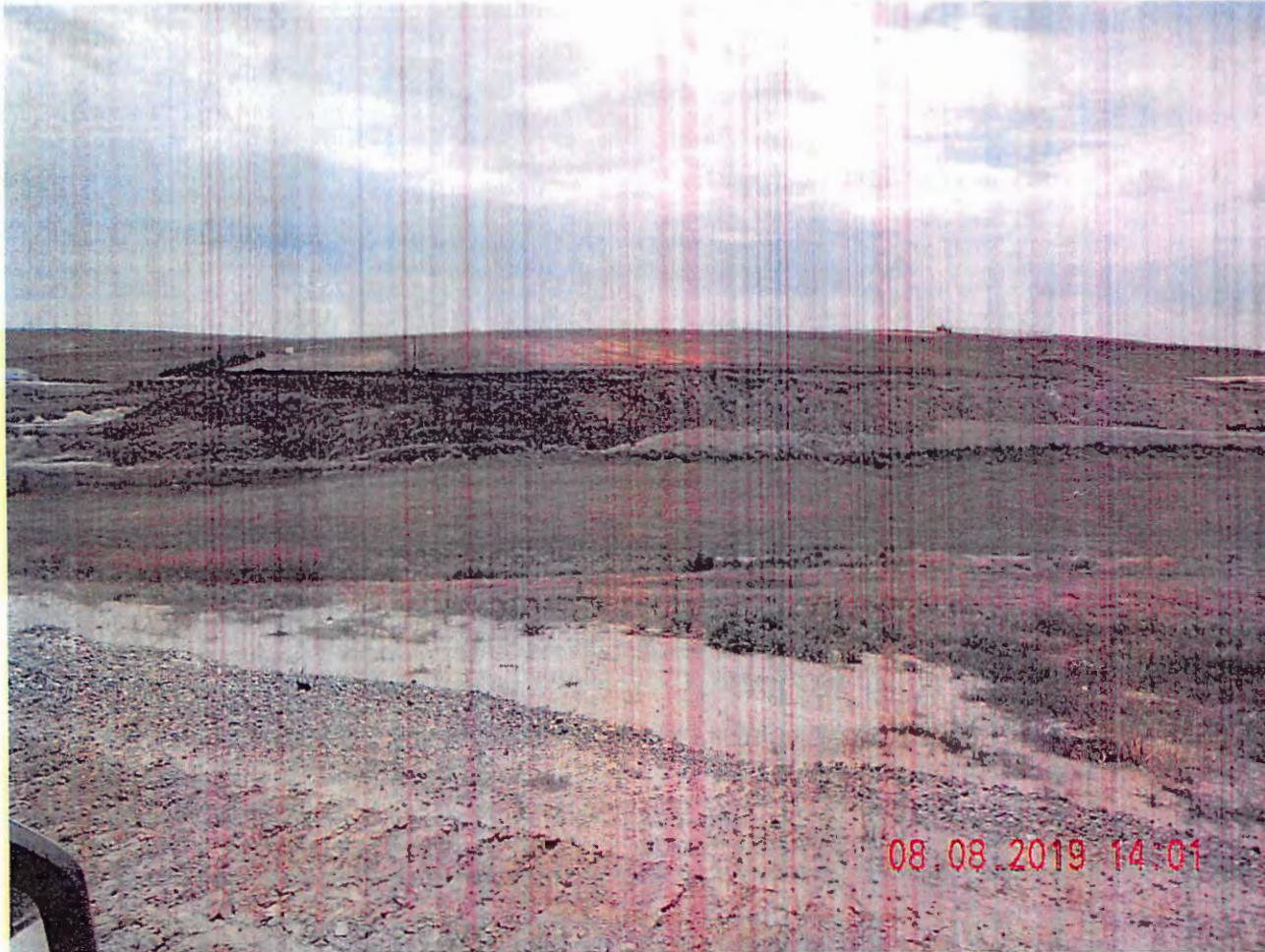
Date Taken:	8/8/19
Taken By:	Joel Frost
Caption:	Scrap metal storage





**Site Location: Torrington Disposal  
Services landfill, Torrington, WY**

Date Taken:	8/8/19
Taken By:	Joel Frost
Caption:	Oilfield PCS





**Site Location: Torrington Disposal Services landfill, Torrington, WY**

Date Taken:	8/8/19
Taken By:	Joel Frost
Caption:	Concrete





**FY18 & 19 PPA Wyoming Work Plan - Commitments Possible and (Actual Commitments Made in Parenthesis) and Accomplishments**  
**TABLE UPDATED 8/19/2019**

FY 2018 Commitments			FY 2018 Accomplishments			
Permitting		Permit	Permitting			
Facility Name			Facility Name		Date	
1 (1)	HollyFrontier Refinery	Final issued			7/5/2018	
1 (1)	SWRC	Final issued			6/26/2018	
Closure Plans						
Corrective Action			Corrective Action			
Area Level	Measure	Facility Name	Area Level	Measure	Facility Name	Date
13 (8)	CA400	Astaris Kemmerer Coke Plant	14	On track for 9/30/2019, 14 areas - CA350 - CMS aprv - 6/29/18	14 areas - On track to complete by 9/30/2019 based on CMS approval and memo to file instead of waiting for BA and permit modification that will be done early FY20	
3 (2)	CA400	Sinclair Wyoming Refinery	3	CA400	Evap Ponds & Current Canal SWMU2; LAT SWMU 1, Sugar Ck South Area E-2	1/5/2018
4 (2)	CA550RC	Yellowstone Cody Refinery	2	CA550RC	CA550RC -Excavations complete for 2 areas (Refinery Property Soil and Waste Mgmt Area Soil). The Refinery Property GW and Waste Mgmt Area GW CA550RC's were done 9/7/2017. Only the facility-wide CA550RC remains and will be done when reports are approved for the lead excavation area and the TFE system is constructed. The facility-wide CA550RC is targeted for FY20	10/30/2018
2 (2)	CA550NR	Sinclair Casper Refinery	2	CA550NR	River Sed & SW; Brookhurst Soil	7/30/2018
1	CA550RC	CEMC	1	CA550RC	SNP Groundwater - <b>was not a commitment</b>	12/18/2017
Facility Level	Measure	Facility Name				
1 (1)	CA400	Astaris Kemmerer Coke Plant	1	On track for 9/30/2019 CA350 - CMS aprv - 6/29/18	On track to complete by 9/30/2019 when the CA400 for the 14 areas are issued.	
FY 2019 Commitments			FY 2019 Accomplishments			
Permitting		Permit	Permitting			
Facility Name			Facility Name		Date	
1 (1)	UPRR Laramie Tie Treatment Plant	0	Application was submitted January, 2019. A NOD was issued in March, 2019. An extension to submit revised application was approved. Revised application will be received in October, 2019 (FY20)		Delayed to FY20	
Corrective Action			Corrective Action			
Area Level	Measure	Facility Name	Area Level	Measure	Facility Name	Date
6 (3)	CA400	Former Texaco Casper Refinery	On track for 9/30/2019 for 11 areas	CA400	On-track to complete by 9/30/2019: New Fig 1 NNP, 5 areas (NNP Area from SNP Area to WYPDES Discharge Point - Soil; NNP Area from SNP Area to WYPDES Discharge Point - GW; NNP Area Surrounding WYPDES Discharge Point - Soil, Sediment & SW; NNP Area Surrounding WYPDES Discharge Point - GW; NNP Out of Scope Area - Soil, Sediment, GW & SW). New Fig 2 SNP, 6 areas (SNP NPR Sediment - N & S Sides; SNP Upland Area and SW Land Treatment Facility - Soil; SNP Tank Farm and Area Surrounding CAMU - Soil; SNP Riparian Area - Sediment & SW; SNP Riparian Area - Soil; SNP NPR - SW); SNP Upland Aquatic Area - Soil, Sediment & SW. <b>Note: the definition and naming of areas is changed from what is currently in RCRAInfo. Will need to revise the information in RCRAInfo.</b>	Delayed to FY20
1 (1)	CA550RC	BP Casper Former Refinery (WODA)	On track for 9/30/2019 for 1 area	CA550RC	On-track to complete by 9/30/2019: Installed wall summer 2018; report rec'd, comments submitted, revised report submitted. Will issue CA550RC when report is approved.	
6(3)	CA550 (RC&NR)	Former Texaco Casper Refinery	On track for 9/30/2019 for 4 areas	3 CA550NR 1 CA550RC	On track to complete by 9/30/2019: 3 CA550NR areas and 1 CA550RC area. CA550NR areas are: NNP Out of Scope Area - Soil, Sediment, GW and SW; SNP NPR Sediment - N & S Sides; SNP NPR SW: CA550RC area is NNP Area from SNP Area to WYPDES Discharge Point - Soil. <b>Note: the definition and naming of areas is changed from what is currently in RCRAInfo. Will need to revise the information in RCRAInfo.</b>	Delayed to FY20



2 (1)	CA900CR	Yellowstone Cody Refinery	2	CA900	Refinery Property Soil, Waste Management Area Soil	3/15/2019
<b>Facility Level</b>	<b>Measure</b>	<b>Facility Name</b>				<b>Date</b>
0(0)						
<b>Other Non-PPA Milestones FY18 &amp; FY19</b>						<b>Date</b>
<b>Area Level</b>	<b>Measure</b>	<b>Facility Name</b>				
1	new SWMU	Sinclair Wyoming Refinery FY18	1	CA060, CAY070YE, CA100	Newly Identified SWMU 25; CA060 - 12/22/2017, CA070YE & CA100 - 3/14/2018 - <b>was not a commitment</b>	3/14/2018
7	CA550WOF	Sinclair Casper Refinery FY18	7	CA550WOF	Soil-Area 5 (Buried Asphalt Trench, Contaminated Soils Pad, TEL Leach Field; NAPL/GW -Brookhurst Area 3; NAPL/GW -NEP Area 1 - Discharge to NPR; NAPL/GW Refinery (Area 2A, 2B, 2C, 4, 5, 6); Soil -Area 1 (Soil-1, Soil-3, Soil-3a); Soil -Loading Area 6; Soil - N. Refinery Area - Area 2A Riparian Area/NPR Bank	7/30/2018
3	CA550WOF	Sinclair Casper Refinery FY19	3	CA550WOF	Soil-N. Refinery Area 2B; Soil-Area 2C (Abandoned Asphalt Pit, Abandoned Dump Site, Catalyst Area, Mobil Overflow Ponds)	5/22/2019
3	CA550WOF	Sinclair Wyoming Refinery FY18	3	CA550WOF	SWMU 1, SWMU 23 and Sugar Creek South	1/5/2018
1	CA550WOF	Sinclair Wyoming Refinery FY19			Med priority areas - excav's compl; IC's/EC's for non-excav areas; RIWP to be submitted summer FY19	
7	CA550WOF	Holly Frontier Refinery FY18	1	CA550WOF	SWMU 17 Drum Storage/Waste Pile Area	8/12/2018
		Holly Frontier Refinery FY18	2	CA550WOF	SWMU 34 Sump S of E HWMU; SWMU 43a Tanks 1-48 & 1-49 draw sump	9/20/2018
		Holly Frontier Refinery FY19	4	CA550WOF	AOC 12 Former Coke Fines Storage Area; AOC 14 Crude/Gas Oil Unloading Dock; AOC 15 Wood Treating Oil Load Rack; SWMU 23 Sump Railroad Right-of-Way	3/19/2019

**SCOPE A: WASTE CONNECTIONS**

<b>RESIDENTIAL COLLECTION</b>	<b>Current</b>	<b>Proposed</b>	<b>Difference</b>
Weekly Trash, Recycling & Yard Waste	22.56	20.74	(1.82)
Two Trash Containers per household	51.58	28.24	(23.34)

- PROS:**
- 1) Cheaper residential rates for citizens
  - 2) No increase for commercial electronic drop-offs
  - 3) Continuing of free recycling drop-off
  - 4) Elimination of an entire department
  - 5) Minimize calls, complaints about Sanitation services
  - 6) Lower cost of employee benefits
  - 7) Allowing the private sector the opportunity to run sanitation
  - 8) Potential of hiring all or most of the current Sanitation employees
  - 9) Income from sale of assets and lease of property (property taxes?)
  - 10) Ability to collect recycling multiple days per week
  - 11) Expertise in sanitation services including route optimization
  - 12) No billing for sanitation services
  - 13) Rolloffs and Compactors

<b>SPECIAL COLLECTIONS</b>	<b>Current</b>	<b>Proposed</b>	<b>Difference</b>
90 Gallon Trash or Recycle	11.00	15.00	4.00
1.5 CY Trash or Recycle	14.66	20.00	5.34
2.0 CY Trash or Recycle	14.66	25.00	10.34
3.0 CY Trash or Recycle	27.89	30.00	2.11
Bulk-Item (first item)	11.00	15.00	4.00
Bulk Items (additional items after 1st)	31.00	7.50 each	varies
Extra Large Items	varies	varies	varies
Appliances	26.00	varies	varies

<b>MULTI-FAMILY COLLECTION</b>	<b>Current</b>	<b>Proposed</b>	<b>Difference</b>
2 to 4 units	22.56	20.74	(1.82)
5 to 6 units	20.27	18.65	(1.62)
7 to 10 units	19.16	17.62	(1.54)
11 to 16 units	18.03	16.58	(1.45)
17 to 39 units	16.87	15.51	(1.36)
40 to 59 units	15.74	14.48	(1.26)
60 or more units	14.66	13.48	(1.18)

<b>COMMERCIAL COLLECTION</b>	<b>Current</b>	<b>Proposed</b>	<b>Difference</b>
90 Gallon 1X/week	46.64	47.76	1.12
90 Gallon 2X/week	NA	95.53	NA
90 Gallon 3X/week	NA	143.29	NA
90 Gallon 4X/week	NA	191.05	NA
90 Gallon 5X/week	NA	238.82	NA
1.5 CY 1X/week	62.20	63.72	1.52
1.5 CY 2X/week	124.40	127.43	3.03
1.5 CY 3X/week	186.60	191.15	4.55
1.5 CY 4X/week	248.80	254.87	6.07
1.5 CY 5X/week	311.00	318.58	7.58
2.0 CY 1X/week	62.20	80.84	18.64
2.0 CY 2X/week	124.40	161.67	37.27
2.0 CY 3X/week	186.60	242.51	55.91
2.0 CY 4X/week	248.80	323.34	74.54
2.0 CY 5X/week	311.00	404.18	93.18
3.0 CY 1X/week	118.36	121.21	2.85
3.0 CY 2X/week	236.72	242.42	5.70
3.0 CY 3X/week	355.08	363.63	8.55
3.0 CY 4X/week	473.44	484.84	11.40
3.0 CY 5X/week	591.80	606.06	14.26

<b>COMMERCIAL CARDBOARD</b>	<b>Current</b>	<b>Proposed</b>	<b>Difference</b>
1.5 CY 1X/week	NA	23.85	NA
1.5 CY 2X/week	NA	47.70	NA
1.5 CY 3X/week	NA	71.55	NA
1.5 CY 4X/week	NA	95.40	NA
1.5 CY 5X/week	NA	119.25	NA
2.0 CY 1X/week	20.00	31.80	11.80
2.0 CY 2X/week	40.00	63.60	23.60
2.0 CY 3X/week	60.00	95.40	35.40
2.0 CY 4X/week	80.00	127.20	47.20
2.0 CY 5X/week	100.00	159.00	59.00
3.0 CY 1X/week	NA	47.70	NA
3.0 CY 2X/week	NA	95.40	NA
3.0 CY 3X/week	NA	143.10	NA
3.0 CY 4X/week	NA	190.80	NA
3.0 CY 5X/week	NA	238.50	NA

- CONS:**
- 1) More expensive commercial cardboard rates
  - 2) More expensive commercial rates
  - 3) Cost for recycling electronics for residents
  - 4) Ability to make non-paying customers pay
  - 5) Ability to have 100% participation in trash collection
  - 6) Ability to pick up garbage thrown in the alley at no extra cost
  - 7) Sanitation costs for departments currently covered by Sanitation
  - 8) Cost to dispose of street sweepings (up to \$30,000 per year)
  - 10) Loss of annual transfer to the General Fund
  - 11) Loss of money generated from Sanitation Fund
  - 12) Less control of Sanitation process within the City
  - 13) No control of quality of service (Earth Tech, contract issues)
  - 14) Cost of operating Compost Facility (currently paid by sanitation)
  - 15) Special collections more expensive
  - 16) Very expensive restart costs to reverse privatization
  - 17) Partial wages for non-sanitation employees paid by Sanitation
  - 18) Ability to provide cans at no cost for events in the City

<b>DROP OFF RECYCLING</b>	<b>Current</b>	<b>Proposed</b>	<b>Difference</b>
Residents	0.00	0.00	0.00

<b>ELECTRONIC RECYCLING DROP OFF</b>	<b>Current</b>	<b>Proposed</b>	<b>Difference</b>
Residential (per lbs)	0.00	0.50	0.50
Commercial (per lbs)	0.50	0.50	0.00

<b>ROLL-OFFS</b>	<b>Current</b>	<b>Proposed</b>	<b>Difference</b>
Per haul	NA	285.00	NA
Disposal fee	NA	56.00	NA
Daily rent after 15 days	NA	5.00/day	NA

<b>COMPACTORS</b>	<b>Current</b>	<b>Proposed</b>	<b>Difference</b>
Rate/terms	NA	negotiable	NA

**SCOPE B: WASTE CONNECTIONS**

<b>TIPPING FEE</b>	<b>Current</b>	<b>Proposed</b>	<b>Difference</b>
Trash per ton	48.87	43.00	(5.87)
Recycling per ton	24.65	NA	NA

**PROS:**

- 1) Transfer station already present - No need to build one
- 2) Retain current collection system and employees

**CONS:**

- 1) Potential cost of tipping/transporting single stream recycling
- 2) Not able to pick-up recycling more than one day per week
- 3) Cost to dispose of street sweepings (up to \$30,000 per year)

ESTIMATED TOTAL ANNUAL COST:	10,614.68 tons	3 yr average
Current at Gering	518,739.41	
Proposed at Waste Connections	456,431.24	

<b>Difference</b>	<b>(62308.17)</b>	<b>**Trash only, not including potential loss or savings for potential recycling program changes**</b>
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**SCOPE B: TDS**

<b>TIPPING FEE</b>	<b>Current</b>	<b>Proposed</b>	<b>Difference</b>
Trash per ton	48.87	39.50	(9.37)
Transfer per ton	0.00	negotiate	?
Freight Charge per load	0.00	negotiate	?
Recycling per ton	24.65	NA	NA
Total Trash Fee	73.52	?	?

**PROS:**

- 1) New transfer station- able to pick-up recycling multiple days a week
- 2) Retain current collection system and employees
- 3) Potential to do landfill RFP every couple years to encourage low fees
- 4) Potential to make a profit on rollofs
- 5) Potential to make a profit on other entities tipping at Transfer Station

**CONS:**

- 1) Cost to build a transfer Station
- 2) Cost of transportation
- 3) Potential cost of transporting single stream recycling
- 3) Cost to dispose of street sweepings (up to \$30,000 per year)

ESTIMATED TOTAL ANNUAL COST:	10,614.68 tons	3 yr average
Current at Gering	518,739.41	
Proposed at Waste Connections	?	negotiate

<b>Difference</b>	<b>?</b>	<b>**Trash only, not including potential loss or savings for potential recycling program changes**</b>
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# City of Gering, Nebraska

1025 P Street • P.O. Box 687 • Gering, NE 69341 • (308) 436-5096

April 16, 2020

Rick Kuckkahn  
City Manager  
City of Scottsbluff  
2525 Circle Drive  
Scottsbluff, NE 69361

RE: Agreement for Service and Construction of New Landfill

Dear Mr. Kuckkahn:

The purpose of this letter is to express, in relevant part, the position of the City of Gering related to the Agreement for Service and Construction of New Landfill (hereinafter "Agreement"). As you know, the Cities of Gering and Scottsbluff entered into this Agreement on July 2, 2007. The purpose of the Agreement was mutual cooperation for the disposal of municipal solid waste for the life of the Gering Landfill, and thereafter ongoing cooperation through the siting and construction of a new joint landfill. The Agreement laid out various legal obligations and responsibilities of the Cities of Gering and Scottsbluff.

Specifically, the agreement states in relevant part as follows:

4. Delivery of Waste to the Landfill. SCOTTSBLUFF is responsible for delivery of all its municipal solid waste to the Gering Landfill site, except rolloff and compactors which SCOTTSBLUFF grants an exclusive right to the City of Gering to serve, subject to provisions of 3(f) above.

...

10. Reserve Account for New Landfill Site: SCOTTSBLUFF and GERING agree that for the term of this agreement (life of the GERING landfill), each community shall contribute \$7.50 per ton into a separate reserve interest bearing account which shall be nonrefundable to each city.

...

The intent of this agreement is for Gering and Scottsbluff to partner in a new landfill at a different location, and accumulate and invest money to site and construct the same. If either of the parties of this agreement do not participate in the joint effort to site and build a new landfill, all Reserve Account money through the life of the current Gering landfill will remain in the new landfill Reserve Account, and the non-participating city shall forfeit all money contributed into that Reserve Account through the end of the term of this agreement (life of the current landfill).



Scottsbluff is responsible for delivery of all its municipal solid waste to the current Gering landfill for the life of the Gering landfill. For each ton of municipal solid waste delivered to the landfill a contribution of \$7.50 per ton is made to the Reserve Account for the siting and construction of a new joint landfill. The intent of the Agreement is to partner in a new landfill at a different location and jointly accumulate and invest money to site and construct the same. These contributions have been made without interruption since the Agreement was signed in 2007, and reflect the course of conduct and understanding of the parties. If a City fails to participate in the joint effort, all Reserve Account contributions of that city are forfeited.

If the City of Scottsbluff elects to deliver its municipal solid waste to another Landfill, it would fail in its obligation under the Agreement to deliver all of its municipal solid waste to the Gering landfill for the life of the Gering Landfill – a breach of the Agreement. In addition, the City of Scottsbluff would no longer be participating in the joint effort to accumulate and invest money to site and construct a new landfill in the future through Reserve Account contributions. Scottsbluff's failure to deliver its municipal solid waste to Gering would mean a failure to make the \$7.50 per ton contribution to the reserve account. By not participating in the joint effort to accumulate and invest money, Scottsbluff would forfeit all money contributed into the Reserve Account through the end of the term of the Agreement. In sum, it is the position of the City of Gering that if the City of Scottsbluff elects to deliver its municipal solid waste elsewhere, it is a breach of Agreement and will result in the forfeiture of the City of Scottsbluff's Reserve Account contributions, among other remedies available to the City of Gering.

In the event of termination of the Agreement, there may be other obligations of the parties that would require resolution including but not limited to rolloff and compactor service, expenditures for unanticipated state and federal mandates, compost and spring clean up issues, and other contractual obligations. In that event, the City of Gering reserves its right to pursue whatever remedies may be available to it in law and in equity.

In the alternative, if the City of Scottsbluff wishes to deliver its municipal solid waste elsewhere, and further wishes to participate in the joint effort to accumulate and invest money to site and build a joint landfill, the City of Gering would consider allowing the City of Scottsbluff to make the \$7.50 per ton contribution to the reserve account for all municipal solid waste delivered elsewhere, and still preserve its Reserve Account contributions to date to be used toward the joint effort for a future landfill.

This letter is limited in scope, not a comprehensive explanation of the Agreement, and simply meant to express the position of the City of Gering related to the possible delivery of Scottsbluff's municipal solid waste to another landfill. I invite you to contact me if you have any questions or concerns.



Sincerely,  
Lane Danielzuk  
City of Gering Administrator

# **City of Scottsbluff, Nebraska**

**Monday, May 4, 2020**

**Regular Meeting**

## **Item Reports3**

**Council to receive an update on progress with negotiating Allo Franchise payments.**

**Staff Contact: Rick Kuckkahn, Interim City Manager**

# **City of Scottsbluff, Nebraska**

**Monday, May 4, 2020**

**Regular Meeting**

## **Item Reports4**

**Council to receive an update regarding the City's response to Covid-19.**

**Staff Contact: Rick Kuckkahn, Interim City Manager**



# **City of Scottsbluff, Nebraska**

**Monday, May 4, 2020**

**Regular Meeting**

## **Item Reports5**

### **Council to discuss and consider action on extending Interim City Manager Rick Kuckkahn's Manager Agreement.**

**Minutes: The Agreement attached to the packet is Mr. Kuckkahn's current Agreement with the City of Scottsbluff.**

**Staff Contact: Rick Kuckkahn, Interim City Manager**

**INTERIM CITY  
MANAGER AGREEMENT**

This Interim City Manager Agreement (“Agreement”) dated January 21, 2020 is by and between the City of Scottsbluff, Nebraska, a Nebraska municipal corporation (the “City”), and Rick Kuckkahn (“Kuckkahn”).

**Recitals:**

a. The City is a Nebraska city of the first class under Neb. Rev. Stat. § 16-101, *et. seq.* The City has adopted a City-Manager form of government under Neb. Rev. Stat. § 19-601, *et. seq.*

b. The City has received the resignation of its current City Manager, effective March 2, 2020, and will begin the process of soliciting and recruiting applicants for appointment as permanent City Manager for the City. The City anticipates the process of soliciting and recruiting applicants for appointment as permanent City Manager may take several months.

c. Kuckkahn has served as the City Manager for the City, as well as another Nebraska city of the first class, and has extensive experience and knowledge regarding the operation and activities of the City and his knowledge can benefit the City.

d. The City is in need of a qualified person to perform the duties of the City Manager until a City Manager can be permanently appointed, and Kuckkahn has the experience, knowledge and expertise to perform such duties and is available.

e. The City desires to employ Kuckkahn as interim City Manager, and Kuckkahn is willing and able to serve as interim City Manager for the City. The parties enter into this Agreement according to the terms and conditions below:

**Agreement:**

1. Term:

a. The term of this Agreement shall begin on February 18, 2020 and shall continue until a permanent City Manager is appointed by the City Council or June 1, 2020, whichever shall occur first. In addition, this Agreement may be terminated according to the terms and conditions in paragraph 2. of this Agreement.

b. If a permanent City Manager is not appointed by June 1, 2020 and Kuckkahn is available and interested to remain employed pursuant to this Agreement at that time, the parties agree to review their relationship at that time to determine if continued performance by Kuckkahn is desired by both parties.

2. Termination:

a. Kuckkahn may terminate this Agreement and his employment with the City upon thirty (30) days' written notice to the City. Provided, when a permanent City Manager is appointed by the City Council, Kuckkahn's employment will end at the time of the appointment and no written notice is required.

b. The City may terminate this Agreement and Kuckkahn's employment with the City without cause upon thirty (30) days' written notice to Kuckkahn. Provided, when a permanent City Manager is appointed by the City Council, Kuckkahn's employment will end at the time of the appointment and no written notice is required.

c. The City may terminate this Agreement and Kuckkahn's employment, with cause, immediately upon written notice to Kuckkahn. Cause shall include, but not be limited to:

(i) Any material violation of any of the City's policies, rules, or regulations, whether existing now or later adopted;

(ii) Any violation of this Agreement;

(iii) Incompetency

(iv) Neglect of duty;

(v) Unprofessional conduct;

(vi) Insubordination;

(vii) Any violation of the law, other than minor traffic offenses; or

(viii) Other conduct which interferes with Kuckkahn's continued performance of duties or damages the reputation of the City.

3. Salary and Benefits:

a. Kuckkahn shall receive a salary during the term of this Agreement of \$2,500.00 per week. The salary shall be paid on the regular payroll period of the City, according to the City's normal and customary payroll practices. If this Agreement, and Kuckkahn's employment, is terminated during the middle of any payroll period, Kuckkahn's payment for that payroll period shall be prorated and paid to the date of termination.

b. In addition to the salary set forth in subparagraph 3.a. Kuckkahn shall also receive the sum of \$770.00 per week in lieu of any and all other benefits other City employees are entitled to, including health insurance, dental insurance, life insurance, dues for professional associations, retirement, vacation or sick leave and cell phone. The salary set forth in subparagraph 3.a. and the in lieu of sum set forth in subparagraph 3.b. shall also be in lieu of any housing allowance or moving expenses. The City may include use of one of the City's fleet cars during the term of this Agreement, for use necessary to Kuckkahn's performance of City Manager duties. No other use of the fleet car shall be allowed. The City shall pay for all fuel necessary for operation of the fleet car during the term of this Agreement.

c. Any other expenses incurred by Kuckkahn that are necessary to performance the duties of the City Manager shall be reimbursed to Kuckkahn upon approval by the City Council.

d. Kuckkahn shall be entitled to use the office of the City Manager, and shall be furnished with all technology, equipment, and materials necessary for such duties.

e. No other benefits, expense reimbursements, salary, or wage shall be provided to Kuckkahn. Kuckkahn acknowledges that he is a temporary employee and will not be eligible for coverage under the City's health, dental, vision, or life insurance, or the City's retirement plans, vacation leave program, or sick leave program.

4. Duties:

a. Kuckkahn shall perform the functions and duties of the City Manager, as specified In the Scottsbluff Municipal Code at sections 6-2-35 through 6-2-39, which may be amended from time to time, as well as designated Nebraska statutes or any duly-given direction of the City Council. Specific duties shall include, but not be limited to:

- i. Appointment and removal of department heads and subordinate officers and employees of the City, excluding the City Clerk and subject to the Civil Service Act of Nebraska for those employee covered under such Act.
- ii. Enforcing, or directing the enforcement, of City laws and ordinances;
- iii. Control over all City departments created by the City Council;
- iv. Attending all meetings of the City Council;
- v. Conducting regular staff meetings and other meetings that require the attendance of the City Manager; and
- vi. Recommendations and advice to City Council on measures discussed or proposed.



b. Kuckkahn shall devote the level of skill, care, and diligence ordinarily exercised by persons in Kuckkahn's field of expertise, and shall perform all duties and responsibilities in a timely and professional manner.

c. It is expected that Kuckkahn shall devote full time, at least forty (40) hours per week, to his duties and responsibilities under this Agreement. Because of a prior commitment of Kuckkahn, the City agrees to grant Kuckkahn one week of unpaid time off in the month of May, 2020. Kuckkahn agrees to provide at least seven (7) days written notice to the City of when the unpaid time off will occur.

d. Before the term of this Agreement begins, the City shall obtain a bond of the type specified and required by Neb. Rev. Stat. § 19-648. The City shall pay the premium for such bond.

5. Miscellaneous:

a. Any notice due under this Agreement shall be in writing and delivered in person to the respective parties or mailed to each party at the following addresses:

City of Scottsbluff, Nebraska  
City Clerk  
2525 Circle Drive  
Scottsbluff, NE 69361

Rick Kuckkahn  
557 E. Jefferson  
P.O. Box 1787  
Hayden, CO 81639

b. This Agreement is and shall be personal to the parties and may not be assigned by the parties. The parties may amend this Agreement only by a written amendment signed by both parties.

c. This Agreement may be executed in one or more counterparts, each of which may be considered as an original.

d. This Agreement will be construed and enforced according to the laws of Nebraska.

e. Either party's waiver of a breach of any provision of this Agreement shall not be construed to be a waiver of any subsequent breach.

f. The provisions of this Agreement are severable. The invalidity of any provision shall not affect the validity of any other provision.

[Signature Page Follows]

City of Scottsbluff, Nebraska, a  
Nebraska Municipal Corporation

By Raymond Gonzales  
Raymond Gonzales, Mayor

Rick Kuckkahn  
Rick Kuckkahn

Attest: Kimberley Wright  
Kimberley Wright, City Clerk

