

City of Scottsbluff, Nebraska

Monday, May 18, 2020

Regular Meeting

Item Consent1

Approve the minutes of the May 4, 2020 Regular Meeting.

Staff Contact: Kim Wright, City Clerk

The Scottsbluff City Council met in a regular meeting on May 4, 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 May 1, 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 May 1, 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 Jack Baker from Baker and Associates. 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.

Moved by Council Member Schaub, seconded by Council Member Green that,

- a) The minutes of the April 20, 2020 Regular Meeting be approved. "YEAS," McKerrigan, Shaver, Green, Schaub, and Gonzales. "NAYS," None. Absent: None.

Regarding the claims, City Manager Kuckkahn stated there was an administration packet that was not included in the original claims list that went out; it was an oversight on the City. He emailed Council the revised list this morning for their review.

Moved by Council Member Schaub, seconded by Council Member Green, that the following claims, which include the revised list, be approved and paid as provided by law out of the respective funds designated in the list of claims dated May 4, 2020, as on file with the City Clerk and submitted to the City Council. "YEAS," Green, Schaub, Gonzales, and McKerrigan. "NAYS," Shaver. Absent: None.

CLAIMS

26 GROUP, LLC, TIF PAYMENT, 284.84; ACCELERATED RECEIVABLES SOLUTIONS, WAGE ATTACHMENT, 441.84; ADVANCE AUTO PARTS, DEFFOR FLEET, 61.44; AIRPORT DEVELOPMENT, LLC, TIF PMT, 389.4; AL'S TOWING, TOW SERVICE-PD, 320; ANITA'S

GREENSCAPING INC,CONT. SRVCS.,255; B & H INVESTMENTS, INC,BLDG MAINT-PD,52.5; BAKER & ASSOCIATES INC,23 CLUB ENGINEERING,6000; BLACK HILLS GAS DISTRIBUTION LLC,MONTHLY ENERGY BILL,2891.93; BLUFFS SANITARY SUPPLY INC.,DEPT SUPP,1141.46; CAPITAL BUSINESS SYSTEMS INC.,CONTRACTUAL-PD,51; CARR-TRUMBULL LUMBER CO, INC.,TYVEK COVERALLS 2XL, 3XL,136.35; CELCO PARTNERSHIP,CELL PHONES-PD,1605.54; CITIBANK N.A.,DEPT SUP,230.01; CONTRACTORS MATERIALS INC.,IRRIGATION PARTS,221.8;D & H ELECTRONICS INC.,BATTERIES FOR BOX LIGHTS ON TOWER 1,57.96; DALE'S TIRE & RETREADING, INC.,TIRE REPAIRS FOR FLEET,1744.47; DAS STATE ACCOUNTING-CENTRAL FINANCE,MONTHLY LONG DISTANCE,140.24; ENERGY LABORATORIES, INC DEPT 6250,SAMPLES,135; ENFORCEMENT VIDEO, LLC,EQUIP MAINT-PD,480; FARMERS STATE BANK,TIF PMT,4773.63; FEDERAL EXPRESS CORPORATION,POSTAGE,235.81;FRANCISCO'S BUMPER TO BUMPER INC,TOW SERVICE-PD,320;GENERAL ELECTRIC CAPITAL CORPORATION,LAUNDRY DETERGENT, WATER, STORAGE BAGS,207.54; GENERAL TRAFFIC CONTROLS, INC,CAMERA DETECTION EQUIP. FOR 20TH & AVE. I,17422; HAWKINS, INC.,CHEMICALS,5414.12; IDEXX LABORATORIES, INC,DEPT SUP,167.81;INDEPENDENT PLUMBING AND HEATING, INC,SPRINKLERS,654.18; INFINITY CONSTRUCTION, INC.,FACILITY REPAIR,4556; INGRAM LIBRARY SERVICES INC,BKS.,36.65; INTERNAL REVENUE SERVICE,941 DEPOSIT,60120.01; INT'L INST OF MUNC CLKS,MEMBERSHIP - KIMBERLEY WRIGHT,170; INTRALINKS, INC,BARRACUDA - EMAIL,6374.97; KOIS BROTHERS EQUIPMENT CO INC,EMCO DUMPSTERS 10- 3.0, 10- 1.5,12129.1; LAMP RYNEARSON, INC.,SCHOOL ZONE STUDY,15546.53;LEAGUE ASSOCIATION OF RISK MANAGEMENT,ENDORS.#18 - KUBOTA MOWER - PARKS,184.77; M.C. SCHAFF & ASSOCIATES, INC,ENGINEERING,4395; MENARDS, INC,CONCRETE PAINT AND CRACK SEALER- STATION 1,477.27; MIDWEST CONNECT, LLC,UB PROCESSING,1156.13; NE DEPT OF REVENUE,WAGE ATTACHMENT,325; NEBRASKA PUBLIC POWER DISTRICT,W/WW PUMPS & WELLS,20404.79; NETWORKFLEET, INC,CONTRACTUALSVC,94.75;NORTHWESTPIPEFITTINGS,INC.OF SCOTTSBLUFF,GROUND MAINT,432.64;OCLC ONLINE COMPUTER LIBRARY CENTER, INC,CONT. SRVCS.,378.16; OWEN DEVELOPMENT, LLC, TIF PMT, 357.03; PANHANDLE COOPERATIVE ASSOCIATION,FUEL,1934; PANHANDLE ENVIRONMENTAL SERVICES INC,SAMPLES,226; PANHANDLE REGIONAL DEVELOPMENT, INC.,WNED MEMBERSHIP 2020,25; PH&S PRODUCTS LLC,INVEST SUPPL-PD,90; PLATTE VALLEY BANK,EE HSA,13825.79; QUADLENT INC,POSTAGE METER LEASE,45; QUILL CORPORATION,DEPT SUPPL-PD,227.55; REAMS SPRINKLER SUPPLY CO.,CEMETERY,1358.78; REGIONAL CARE INC,HEALTH INS. PREMIUM MAY 2020,51004.45;REGIONAL WEST MEDICAL CENTER,MEDICAL SUPPLIES,333.72; RICHARD CELLI,UTILITY VEHICLE - PARKS,13462;ROCKSTEP SCOTTSBLUFF LLC,OCT 2019 - MAR 2020 RBOT,47781.98; ROOSEVELT PUBLIC POWER DISTRICT,ELECTRIC POWER,2083.12; RR DONNELLEY,DEPT SUPPL-PD,33.88; RURAL HEALTH DEVELOPMENT, INC.,ED AGMT,6383.33; S M E C,EE SMEC,130.5; SANDBERG IMPLEMENT, INC,AUGER PARTS,205.13; SCOTTSBLUFF SENIOR CENTER,2ND QTR 2020,5750; SHERWIN WILLIAMS,GLASS BEADS FOR PAINTING/STRIPING,2485.44; STATE HEALTH LAB,SAMPLES,332; STATE OF NE.,CONTRACTUAL-PD,525; THE PEAVEY CORP,DEPT SUPPL-PD,285.5; TYLER TECHNOLOGIES, INC,UB ONLINE,348; UNION BANK & TRUST,EE RETIREMENT W/H,30687.88; UNITED STATES WELDING,RENTAL ON OXYGEN &

ACET. TANKS,82.54; US BANK,PEER SUPPORT TRAINING- GILL, LAURUHN, GABIS,3185.94; W & R INC,EQUIP MAINT,80;WESTERN STATES BANK,REGANIS TIF PMT,1364.43; WESTERN SURETY COMPANY,PUBLIC EMPLOYEE BLANKET BOND,950;WINTER CREEK CANAL COMPANY,POST CLOSURE - ANNUAL,2562.5;

Mr. Kuckkahn brought forth discussion on awarding the bid for the 23 Club Improvements Project explaining the City finds the bid to be acceptable, although he wants to make it clear if the Mayor is authorized to sign, it be under the condition that the various pledges and grants are in the City's hands before signing. He stated there is one grant that has a considerable amount of money involved and due to the Coronavirus there has been some delay in the final signing off on the grant. He explained there is no reason to believe there is a problem; he just wants to make sure all the funds are in place before construction is authorized. The City is pledging \$600,000 and that is all we intend to contribute to the project.

Mr. Jack Baker with Baker and Associates came on the line and explained the breakdown as this, \$600,000 from the City, \$200,000 from the Game and Parks Grant and 23 Club has \$111,000 on hand. He explained there are also larger pledges from First State Bank, Platte Valley Companies, and Scottsbluff Tourism Board which amount to around \$300,000. These are slated to be paid when the project gets started. He also pointed out the Tourism Board pledge would be a reimbursement.

Mr. Kuckkahn commented he trusts the people that are pledging the money, but he would like to see an updated confirmation that the money is available because of the economic impact of the virus. He stated he has been through this around five or six times in his career and it is important we have this money in hand before we start releasing contracts.

Council Member Green asked for clarification if the City would collect the pledges and make the payments asking, should we have a certain percentage in our hands before we authorize the Mayor to sign the Contract. Public Works Director Mark Bohl came on the line and reminded Council the Contract is between the City of Scottsbluff and Paul Reed Construction; the City is responsible to pay the contractor and it was discussed in a prior meeting the city would collect the money to make the payments.

Mr. Kuckkahn added we need to get affirmation from these donors that the money is forthcoming in the near future. Council Member Shaver asked if we need to table this item until we have confirmation from the donors. Legal Counsel Hadenfeldt answered it can be approved on the condition that the Mayor does not sign until the funds are secured. With that statement, Council Member Schaub made a motion to approve the Paul Reed bid with the contingent that we get letters of commitment from the other entities. Mayor Gonzales asked, for clarity, if they want the money in the bank or letters of commitment. Mr. Kuckkahn answered we need to have the money in the bank, Council has approved the project and with that the entities can release the pledges to be put in the City's bank account to make the payments. After clarification that it is contingent that the funds be secured by the City of Scottsbluff, Council Member Schaub withdrew his motion. Council Member Green then made a motion to approve the bid and hold off on allowing the Mayor to sign the contract until the appropriate funds have been secured. This was seconded by Council Member Shaver. "YEAS," Shaver, Gonzales, Schaub, McKerrigan, and Green. "NAYS," None. Absent: None.

Regarding the Professional Services Agreement between the City of Scottsbluff and M.C. Schaff and Associates for the Scottsbluff Monument Valley Pathway North Project, City Manager Kuckkahn explained this agreement identifies items such as the pedestrian bridge, the staking of properties, if needed, to proceed with condemnation, and consulting fees; this is an addition to services that are provided to oversee the project. The state is paying 80% with the City's portion at 20% or roughly around \$7,000.00. Council Member Shaver asked if this was budgeted or above the budgeted amount. Public Works Director Bohl stated it is in the budgeted amount as it is a supplement to the amount. Council Member McKerrigan made the motion to approve the Professional Services Agreement between the City of Scottsbluff and M.C. Schaff and Associates for the Scottsbluff Monument Valley Pathway

North Project and approve Resolution No. 20-05-01. This was seconded by Council Member Schaub. "YEAS," Schaub, McKerrigan, Gonzales, Green, and Shaver. "NAYS," None. Absent: None.

RESOLUTION

**SIGNING OF PRELIMINARY ENGINEERING AGREEMENT – BO1231-005
SUPPLEMENT NO. 5**

City of Scottsbluff

Resolution No. 20-05-01

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 4th day of May, 2020 at Scottsbluff Nebraska.
(Month)

The City Council of the City of Scottsbluff, Nebraska

<u>Raymond Gonzales</u>	<u>Scott Shaver</u>
<u>Jeanne McKerrigan</u>	<u>Nathan Green</u>
<u>Terry Schaub</u>	

Board/Council Member McKerrigan
Moved the adoption of said resolution
Member Schaub Seconded the Motion
Roll Call: 5 Yes 0 No 0 Abstained 0 Absent
Resolution adopted, signed and billed as adopted

Attest:

Signature of City Clerk

Mr. Kuckkahn presented the contract renewal for the postage machine at City Hall with Quadient Leasing. Council Member Shaver asked how it compared to the previous lease. Mr. Kuckkahn stated it is

roughly a \$67.00 monthly payment; the previous lease was around \$150.00 per month. Council Member McKerrigan moved, seconded by Council Member Schaub to approve the contract renewal for the lease agreement with Quadient leasing and authorize the Mayor to sign the Agreement. "YEAS," Gonzales, Green, McKerrigan, Shaver, and Schaub. "NAYS," None. Absent: None.

Concerning the item of receiving an update on the status and options for handling solid waste, Mr. Kuckkahn explained both Requests for Proposals have been included in the packet for Council to read, they include tipping fees and primary elements we would like to consider for this scope of services. Also included in the packet is a letter from the City of Gering which provides guidance as to how they would see us proceeding if we want to move out of their landfill into a private one.

One of the entities who submitted a proposal, TDS Collection Services, Inc. provided a bid of \$39.50 per ton. The proposal does not include picking up trash on our routes, but does include partnering for a transfer station. The other entity who submitted a proposal is Waste Connections. They included a proposal and comparison for picking up our routes; they have submitted an amount of \$43.00 per ton which includes transportation. They also have a compost facility partnership in their submittal.

Mr. Kuckkahn then added the City of Gering is willing to suspend contract provisions, which require Scottsbluff to deposit in the Gering landfill until their current cell is full, if we continue paying the premium of \$7.50 per ton fee to them which will be placed in the new landfill study fund. This fund currently has around \$500,000 in it and is to be used for the process of building a new landfill. Mr. Kuckkahn also stated his primary reason to suggest moving to a private landfill is to lengthen the time for the Gering landfill to remain open. He does not want to see us rushing to find an alternative in the future. This will give us time to complete an agreement with Gering which would outline the conditions for a partnership including finance, management, the fee structure, timing, etc. He feels we need to begin the process, put a time frame on the negotiation and tie it to the TriHydro extension of July 31st. He stated we are currently canvassing recycling operations to determine how that would be handled in the future, reviewing the TriHydro feasibility study and are looking at what we can learn from the SWANN organization. He would like Council to authorize him to negotiate the RFP submittals and approach Gering with a draft partnership agreement to be completed prior to the TriHydro extension.

Council Member Shaver asked what happens to the money that was a problem before. Mr. Kuckkahn answered that money has never been the City of Scottsbluff's regardless of what we do; we have no claim to take it back if we move away from the Gering landfill. Council Member Shaver then stated once the landfill was full then the money did come back to the City of Scottsbluff in the contract. Legal Counsel Hadenfeldt clarified the contract states the money would be used to build another facility. If both parties agree not to build a new facility then Scottsbluff would get their money back.

Council Member Shaver then commented we would not be getting any money back, but we would still be paying them for no reason. Mr. Kuckkahn explained we are paying them to remain as a potential partner for the new landfill. Council Member Shaver then asked if they would be paying for the use of our yard waste. Mr. Kuckkahn stated, currently they do not pay for the use of our yard waste and we pay them for recycling. Council Member Shaver asked if we get out of the agreement, will they start paying. Mr. Kuckkahn answered that would be up to the Mayor and Council to authorize and then ask staff to implement.

After discussion, Council Member Schaub made the motion to authorize City Manager Kuckkahn to work on moving forward with the City of Gering with negotiations and also authorize him to continue to talk with the two providers who submitted Request for Proposals for solid waste options. This was seconded by Council Member Green. "YEAS," McKerrigan, Shaver, Green, Schaub, and Gonzales. "NAYS," None. Absent: None.

Mr. Kuckkahn gave a brief update of the progress with negotiating Allo Franchise payments by stating they met with Gering and as a result of that meeting they are in the process of contacting

representatives from Allo to find out what their position is in resolving the issue. He stated he wants to avoid suing other governmental agencies, but would rather come to a reasonable settlement agreement to get a good share of the money back. He would like to avoid litigation because of the cost, commenting we would be ahead if we did avoid it. He added the City is now being paid properly for these fees and Council would be involved before any settlement is finalized.

Council Member McKerrigan asked why the County was not aware they were being overpaid since the amounts were so large. Mr. Kuckkahn answered they are trying to figure out fault; the City also did not realize they were not being paid at that time; it basically fell through the cracks. Mr. Kuckkahn ended discussing by explaining the City will continue negotiations and will come back to Council when there is a resolution to consider.

Concerning receiving an update on the City's response to Covid-19, Mr. Kuckkahn started by explaining he is bringing City staff back to City Hall; the front doors will continue to remain locked, however, to give staff time to adjust as he does not want to present extra critical staff to any possible exposure, stating we, very soon, will have accessibility at City Hall for permitting, but will remain vigilant as to not have exposure. He explained he is taking this slow with no specific timeline as our services are more essential to many services in the community. We need to collect trash, have police and fire services and deliver water. All these are very important to the City and he reminded Council we have a mobile workforce; we are not all in the same building as there are different things going on.

He went on to add our insurance carrier, League Association of Risk Management (LARM) has advised it is too risky to open the pool and we are not going against their advice, so Westmoor pool will be closed this season. The library, too, is like a classroom and has a potential for serving as a gathering place, so we are not opening it up at this time, however, the staff has been doing a nice job of promoting services online and we hope to have some form of a summer reading program. He added the RV Park is an invitation to outside visitors and because of that we will need to see how this plays out before we will open it. Council Member Green asked Mr. Kuckkahn if he would use the Nebraska Game and Parks as a barometer to maybe possibly opening up our park. Mr. Kuckkahn stated, yes, we will use them as a resource to see if and when we can get our campground open.

Council Member Schaub commented that Wal-Mart, Menards, and Home Depot are open, but our Police Department that has bullet proof glass is not open. He was also concerned we are not opening our campground. This confuses him. Mr. Kuckkahn stated the reason we are not opening City facilities is that even though there are barriers, there is the possibility for exposure. He reminded Council of the three employees in Environmental Services who contracted the virus, stating this all happened in one day. He went on to explain certain services such as the Police and Fire Departments are open, they provide essential services to the City of Scottsbluff and the services will continue to be provided, but he will remain cautious because it is not easy to replace skill set employees. He added we can still provide services without having to open the buildings.

Mayor Gonzales commented he appreciates Mr. Kuckkahn taking an abundance of caution to protect City employees, stating, every business has the option to respond for their operation and he thinks what Mr. Kuckkahn has put in place has been working and he appreciates that.

At the end of discussion Council Member Shaver stated he thinks Mr. Kuckkahn is being overly cautious, adding the bottom line is it really doesn't matter because as a City Manager it is entirely your decision and Council has no say in it anyway. He appreciates the update and why Mr. Kuckkahn is feeling the way he is and that is really all it comes down to.

Mayor Gonzales started discussion on extending Interim City Manager Rick Kuckkahn's Manager Agreement by stating the initial Agreement expires at the end of the month; however because of circumstances no one has expected, they thought they would be interviewing candidates at this time. He is asking Council to extend Mr. Kuckkahn's contract until they can get a new City Manager on board. Council Member Shaver asked why they have not been able to have interviews, even remote interviews at this point. Mr. Kuckkahn answered, by stating, the consultant has ten candidates in place and the remote

interviews would take place after they have had a chance to review those applications. The original time frame was to go through the end of last month and then do an evaluation of the candidates who had applied, after that, in person or visual interviews were to be done. Pertaining to interviewing, he suggests talking to the candidates face to face, adding when it comes down to it; it will be pretty hard interviewing someone from a television screen. He also stated they have had to make adjustments from the original plan due to the virus and one of the suggestions from the consultant was to keep the ad out a little longer.

Council Member Schaub asked Mr. Kuckkahn what he would be asking for in the extension of his contract. Mr. Kuckkahn stated he has not really thought about it, but he will not be unfair; he is prepared to stay until we can get a new manager in place. Council Member Schaub then stated he is concerned about the budget and commented we need to be conscientious as to what we are paying Mr. Kuckkahn and moving forward too. After discussion, Mayor Gonzales asked Mr. Kuckkahn to work with Legal Counsel Hadenfeldt and add the new contract along with a redline version to the next Council agenda.

Under Council Reports, Council Member Schaub attended an Emergency Management meeting adding there is another meeting on May 7th. Council Member Shaver commented he would like to meet in person for the next meeting. There was discussion about using the Library to meet as it is larger and can accommodate guidelines.

Council Member Green moved, seconded by Council Member Shaver to adjourn the meeting at 7:32 p.m., “YEAS,” Schaub, McKerrigan, Gonzales, Green, and Shaver. “NAYS,” None. Absent: None.

Mayor

Attest:

City Clerk
“SEAL”