

**CITY OF SCOTTSBLUFF**  
**Scottsbluff City Council Chamber**  
**2525 Circle Drive, Scottsbluff, NE**  
**CITY COUNCIL AGENDA**

**Regular Meeting**  
**October 7, 2013**  
**6:00 PM**

1. Roll Call
2. Pledge of Allegiance.
3. **For public information, a copy of 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. Consent Calendar:
  - a) Approve the minutes of the September 16, 2013 Regular Meeting.
  - b) Approve the minutes of the September 30, 2013 Regular Meeting.
  - c) Council to approve the City Manager's appointment of Marla Marx to the Fair Housing Commission.
  - d) Council to set a Public Hearing for October 21, 2013, 6:05 p.m., for a Class C liquor license application for Valley Bowl LLC dba Valley Bowl Fun Center.
  - e) Consideration and approval of a Request for Statements of Qualifications and Bid Proposals for a Landscape Master Plan for the Downtown Business District and authorize the City Clerk to advertise for bids to be received by 2:00 p.m. November 4, 2013.
  - f) Consideration and approval of specifications for the purchase of one, new, six-wheel sweeper and authorize the City Clerk to advertise for bids to be received by 11:00 a.m. October 28, 2013.
  - g) Council to approve bid specifications for the purchase of a Shredder for use in composting the City's biosolids, grass clippings and yard waste, and authorize the City Clerk to advertise for bids to be received on Tuesday, October 29, 2013 at 11:00 a.m.
  - h) Council to approve bid specifications for the purchase of a Compost Windrow Turner for use in composting the City's biosolids, grass clippings and yard waste, and authorize the City Clerk to advertise for bids to be received on Tuesday, October 29, 2013 at 11:00 a.m.
  - i) Council to approve bid specifications for the purchase of a Mobile Star Screen

for use in composting the City's biosolids, grass clippings and yard waste, and authorize the City Clerk to advertise for bids to be received on Tuesday, October 29, 2013 at 11:00 a.m.

7. Claims:
  - a) Regular Claims
8. Financial Report:
  - a) Council to review the August 2013 Financial Report.
9. Petitions, Communications, Public Input:
  - a) Council discussion and instructions to staff regarding the Blight and Substandard designation of the Sheldon Heights neighborhood.
  - b) Council to consider a new manager application for Margaret Stine for the Applebee's liquor license located at 2621 5th Ave., Scottsbluff.
10. Subdivisions & Public Improvements:
  - a) Council to consider a zone change request for proposed Lot 1, Block 2, Windbreak Subdivision from Agricultural to R-1 Single Family Residential and consider the Ordinance (Second Reading).
  - b) Council to remove from the table, consideration of the final plat of Lot 1, Block 2, Windbreak Subdivision and Resolution.
  - c) Council to consider the final plat of Lot 1, Block 2, Windbreak Subdivision and approve the Resolution.
  - d) Council to remove from the table, the annexation request for proposed Lot 1, Block 2, Windbreak Subdivision, and consider the Resolution.
  - e) Council to consider an annexation request for proposed Lot 1, Block 2, Windbreak Subdivision, City of Scottsbluff, Scotts Bluff, County and consider the Resolution.
11. Reports from Staff, Boards & Commissions:
  - a) Council discussion and instructions to staff considering the purchase of a 20 foot easement from Floyd's Trucking for a future pathway.
  - b) Council to consider the Memorandum of Understanding with the Nebraska Hazardous Devices Technicians Governing Group and ratify the Mayor's signature.
12. Executive Session
  - a) Council to consider entering into closed session for purpose of discussing candidates who have applied to fill the unexpired term of City Council member Dave Boeckner.
    - i) Following passage of motion to enter into executive session, presiding officer must state purpose of executive session.
13. Action Items
  - a) Council to consider selection of an individual to fill the council vacancy left by the resignation of Council member Dave Boeckner.

14. Public Comments: The purpose of this agenda item is to allow for public comment of items for potential discussion at a future Council Meeting. Comments brought to the Council are for information only. The Council will not take any action on the item except for referring it to staff to address or placement on a future Council Agenda. This comment period will be limited to three (3) minutes per person
15. Council reports (informational only):
16. Scottsbluff Youth Council Representative report (informational only):
17. Adjournment.

# **City of Scottsbluff, Nebraska**

**Monday, October 7, 2013**

**Regular Meeting**

## **Item Consent1**

**Approve the minutes of the September 16, 2013 Regular Meeting.**

**Staff Contact: Cindy Dickinson**



The Scottsbluff City Council met in a regular meeting on Monday, September 16, 2013 at 6:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on September 13, 2013, in the Star Herald, a newspaper published and of general circulation in the city. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public. That anyone with a disability desiring reasonable accommodation to attend the council meeting should contact the city clerk's office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the city clerk in City Hall; provided, the city council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and KDUH, and the Star Herald. The notice was also available on the City's website on September 13, 2013. An agenda kept continuously current was available for public inspection at the office of the city clerk at all times from publication of the notice to the time of the meeting.

Mayor Randy Meininger presided and City Clerk Dickinson recorded the proceedings. The Pledge of Allegiance was recited. Mayor Meininger welcomed everyone in attendance and encouraged all citizens to participate in the council meeting asking those wishing to speak to come to the microphone and state their name and address for the record. Mayor Meininger informed those in attendance that a copy of the Nebraska Open Meetings Act is posted in the back of the room on the west wall for the public's review. The following Council Members were present: David Boeckner, Raymond Gonzales, Randy Meininger, Mike Deibert, and Scott Shaver. Absent: None.

Mayor Meininger asked if there were any changes to the agenda. There were none. Mayor Meininger 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 Boeckner, seconded by Mayor Meininger, that:

1. "The minutes of the September 3, 2013 Regular Meeting be approved,"
2. "The City Manager's appointments to various boards and commissions be approved,"  
"YEAS", Boeckner, Gonzales, Deibert, Shaver and Meininger, "NAYS" None. Absent: None.

Moved by Council Member Boeckner, seconded by Council Member Gonzales, "that the following claims be and hereby are approved and should be paid as provided by law out of the respective funds designated in the list of claims dated September 16, 2013, as on file with the City Clerk and submitted to the City Council," "YEAS", Boeckner, Gonzales, Deibert, Shaver and Meininger, "NAYS" None. Absent: None.

#### CLAIMS

PAYROLL \$56,842.73 W/H; REGIONAL CARE \$97,717.47 INS CLAIMS; WELLS FARGO \$26,776.74 RETIREMENT; PVNB-HEALTH SAVINGS \$11,975.96 EMP DED; STATE OF NE \$27,820.96 PAYROLL TAX; NEBRASKA CHILD SUPPORT PAYMENT CENTER \$2,217.16; ACCURINT \$100.00 TECH SUPPORT; ACTION COMM \$19.53 PAGER RENT; ADVERTISING SPECIALTIES INK. \$142.00 UNIFORMS; ALF'S PROPERTIES \$51.76 REFUND; ALLO COMMUNICATIONS \$4,673.57 PHONE; AMERICAN CEMETERY \$85.00 SUBSCPT; ANITAS GREENSCAPING \$438.20 MAINT; ASSOC SUPPLY CO \$1,099.04 SUPP; ASSURITY LIFE INSURANCE CO \$69.77 INSURANCE; AUTO ZONE \$41.78 MAINT; BAKER & TAYLOR \$106.07

BOOKS; BELTLINE SAND & GRAVEL \$748.76 SUPP; BLUFFS SAN SUPPLY \$594.13 SUPP; FARM PLAN \$4.95 METER WORK; ROBERTA J BOYD \$17.76 SUPP; BRUNZ, BRANDI \$136.15 BUS TRVL; CAREERTRACK \$298.00 SEMINAR; DEBRA CARLSON \$82.75 SUPP; CARR TRUMBULL LBR \$120.94 SUPP; CASH-WA DISTRIBUTING \$37.74 CONCESSIONS; CEMENTERS \$139.64 SUPP; CENTURY LUMBER CENTER \$9.90 SUPP; CITY OF GERING \$38,939.68 DISP FEES; CITY OF SCOTTSBLUFF \$180.70 MISC SUPP; CONNECTING POINT \$6,894.82 MAINT; CONTRACTORS MAT \$732.90 SUPP; CREDIT MANAGEMENT SERVICES INC \$203.42 WAGE ATTACH; CST MECHANICAL INC \$31.27 REFUND; CUB SCOUT PACK 13 \$150.00 TREE PLANTING; CULLIGAN \$158.60 SUPP; D&H ELEC \$20.90 SUPP; DALES TIRE & RETREAD \$1,674.14 REPAIRS; DOOR CLOSER SERV \$40.00 REPAIR; DUHAMEL BROADCASTING ENT. \$325.00 PUB EDUC; J G ELLIOTT \$70.00 NOTARY; ENVIRO SERV \$105.00 SAMPLES; FASTENAL \$14.30 SUPP; FELSBURG, HOLT & ULLEVIG \$2,574.84 CONTRACTUAL; DEANNA FERGUSON \$31.27 REFUND; FIRST WIRELESS, INC \$148.75 MAINT; FLOYDS SALES & SERV \$880.28 REPAIRS; FRAASS QUALITY HTG & A.C. \$108.00 REPAIRS; JOSE FRANCO \$86.84 REFUND; FRANK IMP \$603.44 MAINT; FYR-TEK \$173.67 REPAIRS; GENERAL TRAFFIC CONTROLS \$1,009.00 EQUIP; GOLD WATCH LLC \$1,500.00 RECYCLE TRANSP; HARRIS COMP SYSTEMS \$2,371.70 TECH ASST; HAWKINS \$4,911.80 REPAIRS; HEILBRUN FARM IND SUPP \$4,835.51 SUPP; HENWIL CORPORATION \$5,198.00 SUPP; JERRY HIGEL \$2,400.00 REPAIRS SIGNAL; HOME DEPOT CREDIT SERVICES \$244.00 SUPP; EVERGREEN PROPERTIES \$155.00 SEPTIC PUMP; HORIZON WEST \$434.20 REPAIRS; HWM \$425.00 MAINT; ICMA RETIREMENT TRUST \$1,106.94 RETIREMENT; IDEAL LINEN \$1,742.92 SUPP; IND PLMBG & HTG \$53.82 PARTS; INFINITY CONST \$447.84 REPAIRS; JIRDON AGRI CHEM \$277.68 SUPP; LL JOHNSTON DIST \$653.91 PARTS; RICHARD JOHNSON \$733.42 CAMPGROUND EXP; KRIZ DAVIS \$1,421.89 PARTS; RICK KUCKKAHN \$197.95 REG GOVERNANCE; MARGARET LAWRENCE \$35.90 REFUND; LONG'S EXTERIOR DESIGN LLC \$75.00 CLEAN UP; LUNDGREN SEED & GRAIN PRODUCTS \$78.00 SUPP; PERRY MADER \$223.00 TRVL EXP; MADISON NATIONAL LIFE \$2,091.63 INS; HASLER FINANCIAL SVC,LLC \$153.09 POSTAGE; MATHESON TRI-GAS INC \$153.21 SUPP; MCMASTER - CARR \$1,110.34 HEATERS; MENARDS \$903.72 SUPP; MONEY WISE OFFICE SUPPLIES \$157.74 SUPP; MONUMENT CAR WASH \$458.77 WASHES; MONUMENT PREVENTION COALITION \$880.00 MO SUPPORT; MURDOCHS RANCH & HOME SUPPLY \$19.96 SUPP; NAT'L SEMINARS GROUP \$498.00 TRNG; NE DEPT OF ENV CON \$2,100.00 PERMIT FEE; NE DEPT OF REV \$25.00 RECYCLE FEE; NE LIBRARY ASSOC \$140.00 TRNG REG; NEBR MACHINERY \$144.26 PARTS; NEBRASKA ONLINE \$65.00 ANN FEE; NE SAFETY & FIRE EQUIP \$465.00 SERVICE; NEWS BANK INC \$3,190.00 SUBSCPT; NORTHEAST WISCONSIN TECHNICAL \$350.00 TRNG; UPSTART ENTERPRISES, LLC \$19.77 SUPP; ONE CALL CONCEPTS \$167.35 LOCATES; OREGON TRAIL PLBG & HTG \$495.00 REPAIRS; PANHANDLE CONCRETE \$63.00 SUPP; PANHANDLE COOP \$30,241.84 GAS; PANHANDLE HUMANE SOC \$4,776.24 CONTRACTUAL; PAUL REED CONST \$256.00 SUPP; PERMA-BOUND \$19.26 BOOKS; POSTMASTER \$562.30 POSTAGE; PRO TIRE \$2,429.24 MAINT; INDEPENDENCE MOTEL PROP \$109.00 TRNG; MARISSA RAMOS \$85.12 REFUND; RCI \$38,705.12 HEALTH INS; REAMS SPRINKLER SUPP \$1,276.43 PARTS; RED BARN SHOP \$995.00 SUPP; RGN 1 OFC HUMAN DVLPMNT \$825.00 CONTRACTUAL; BLANCA REJINO \$13.46 REFUND; ROSALIO RIOS \$12.78 REFUND; RON'S TOWING \$125.00 CONTRACTUAL; RUSCHS CONST \$288.50 REPAIRS; SMEC \$261.50 UNITED WAY; SALES MIDWEST, INC \$153.97 SUPP; SANDBERG IMPLEMENT \$2,974.84 REPAIRS; SCOTTSBLUFF BODY & PAINT \$390.00 CONTRACTUAL; SCB COUNTY \$134.00 SERVICE; SCB FIREFIGHTERS UNION LOCAL 1 \$195.00 DUES; SCOTTSBLUFF LANDSCAPING \$425.00 LANDSCAPE; SCB POLICE OFFICERS ASS'N \$378.00 DUES; MC SCHAFF \$1,755.00 CONTRACTUAL; MORGAN SCHAFER \$78.64 REFUND; SIMMONS, OLSEN, EDIGER, SELZER \$10,554.62 CONTRACTUAL; SIMON CONT \$9,386.46 REPAIRS; SNELL SERVICES \$105.00

SERVICE; STANARD & ASSOCIATES INC. \$1,090.00 EXAMS; STAR HERALD \$2,033.75 LGL .PUB; STATE HEALTH LAB \$35.00 SAMPLES; STATE OF NE \$3.81 PHONE; TETRA TECH, INC \$850.00 STUDY; TODAY'S DISTRIBUTOR, LLC \$103.93 REPAIRS; THOMMY JOHNNYS \$1,265.00 RENTAL; TOTAL FUNDS BY HASLER \$1,500.00 POSTAGE; TRAFFIC PARTS \$141.00 PARTS; TYLER TECHNOLOGIES, INC \$3,937.50 TECH ASST; US BANK-CPS \$896.74 SUPP; U S WELDING \$101.06 REFILL; USA BLUEBOOK \$1,957.17 SUPP; VAN PELT FENCING \$1,621.05 FENCE; VENDPRINT \$514.00 RENEWAL; VERIZON WIRELESS \$212.80 PHONE; VIAERO WIRELESS \$36.21 LOCATES; WALMART \$178.57 SUPP; JEFFREY WEST \$52.55 REFUND; WESTERN PATHOLOGY \$51.00 TESTS; WESTERN TRAIL SPORTS \$9.62 UNIFORMS; WTG MIDWEST, INC \$381.00 PARTS; YMCA \$2,086.20 FITNESS; ZMLUMBER \$33.58 SUPP.

Council reviewed the July 2014 Financial report. There were no comments by the Council.

Council reviewed the request from West Nebraska Arts Center for a special designated liquor license and arts related wine permit for an event on October 3, 2013. Mason Burbach, Executive Director of West Nebraska Arts Center approached the Council and explained their event and how the wine would be served and monitored. The police department has not had any issues with events at the Arts Center in the past. This is the Arts Center's fourth SDL for the year, as a non-profit they are allowed six per year. Moved by Council Member Boeckner, seconded by Council Member Deibert, "to approve the issuance of a special arts-related event wine permit for the West Nebraska Arts Center, 106 East 18<sup>th</sup> Street and special designated liquor license to serve wine at a gallery reception on October 3, 2013 from 5:00 p.m. to 7:00 p.m.," "YEAS", Boeckner, Gonzales, Deibert, Shaver and Meininger, "NAYS" None. Absent: None.

Mayor Meininger opened the public hearing at 6:05 p.m. as advertised for this date, to consider a zone change request for proposed Block 1, Sugar Factory Subdivision from Agricultural to R-1B Rural Residential. The Planning Commission forwarded a positive recommendation regarding this rezone. Kelly Beatty with M.C. Schaff and Associates explained that this is an existing farmstead which will be subdivided into a 3.8 acre lot which will meet the guideline of a Rural Residential zone. The property is located in the city's extra territorial jurisdiction and meets the future land development of the City's Comprehensive Development Plan. Mayor Meininger closed the public hearing at 6:07 p.m.

Council Member Boeckner introduced Ordinance No. 4111 which was read by title: AN ORDINANCE DEALING WITH ZONING, AMENDING SECTION 25-1-4 BY UPDATING THE OFFICIAL ZONING DISTRICT MAP TO SHOW THAT PROPOSED FINAL PLAT, BLOCK 1, SUGAR FACTORY SUBDIVISION SITUATED IN THE E½ OF THE NE¼ OF SECTION 1, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6<sup>TH</sup> P.M., CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, WHICH IS CURRENTLY ZONED AS A-AGRICULTURAL, WILL NOW BE INCLUDED IN THE R-1B RURAL RESIDENTIAL ZONE, AND REPEALING PRIOR SECTION 25-1-4.

Moved by Council Member Boeckner, seconded by Council Member Deibert, "That the statutory rule requiring the Ordinance to be read by title on three different days be suspended." "YEAS", Boeckner, Deibert, Gonzales, and Meininger, "NAYS" Shaver. Absent: None. The motion carried having been approved by three-fourths of the Council Members.

Moved by Council Member Boeckner, seconded by Council Member Gonzales, "That Ordinance No. 4111 be adopted," "YEAS", Boeckner, Deibert, Gonzales, and Meininger, "NAYS" Shaver. Absent: None.

Council then considered the final plat for this property. Moved by Council Member Boeckner, seconded by Mayor Meininger, "to approve Resolution No. 13-09-08, the final plat of Block 1, Sugar Factory Subdivision," "YEAS", Boeckner, Deibert, Gonzales, and Meininger, "NAYS" Shaver. Absent: None.

RESOLUTION NO. 13-09-08

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF  
SCOTTSBLUFF, NEBRASKA:

That the final plat of Block 1, Sugar Factory Subdivision situated in the East half of the Northeast Quarter of Section 1, T22N, R55W of the 6<sup>th</sup> P.M., Scotts Bluff County, Nebraska dated August 5, 2013, duly made, acknowledged and certified, is approved. Such Plat is ordered filed and recorded in the office of the Register of Deeds, Scotts Bluff County, Nebraska.

Passed and approved this 16th day of September 2013.

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Mayor

Attest:

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City Clerk

SEAL

Mayor Meininger opened the public hearing at 6:10 p.m. as advertised for this date to consider a zone change request for proposed Lot 1, Block 2, Windbreak Subdivision from Agricultural to R-1 Single Family Residential. Kelly Beatty with M.C. Schaff and Associates informed Council that this is a 1.6 acre tract of land at the north end of 17<sup>th</sup> Ave. in the city's extra territorial jurisdiction. This property will be in a cul-de-sac with a provision for an easement if the owners would ever extend 17<sup>th</sup> Ave. The City's Comprehensive Plan future land use designated this entire acreage as single family residential. Mayor Meininger closed the public hearing at 6:14 p.m.

Council Member Boeckner introduced the Ordinance which was read by title on first reading: AN ORDINANCE DEALING WITH ZONING, AMENDING SECTION 25-1-4 BY UPDATING THE OFFICIAL ZONING DISTRICT MAP TO SHOW THAT PROPOSED LOT 1, BLOCK 2, WINDBREAK SUBDIVISION SITUATED IN THE SE¼ OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6<sup>TH</sup> P.M., CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, WHICH IS CURRENTLY ZONED AS A-AGRICULTURAL, WILL NOW BE INCLUDED IN THE R-1 SINGLE FAMILY RESIDENTIAL ZONE, AND REPEALING PRIOR SECTION 25-1-4.

Since the Ordinance will be read again at the next meeting, the final plat of this property cannot be considered. Moved by Mayor Meininger, seconded by Council Member Shaver "to table the final plat of Lot 1, Block 2, Windbreak Subdivision and the Resolution," "YEAS", Boeckner, Gonzales, Deibert, Shaver and Meininger, "NAYS" None. Absent: None.

Mayor Meininger opened the public hearing at 6:15 p.m. which was advertised for this date to consider an annexation request for proposed Lot 1, Block 2, Windbreak Subdivision, City of Scottsbluff, Scotts Bluff, County and consider the Resolution. This annexation affects the 1.6 acre tract north of 17<sup>th</sup> Avenue which the owners have asked to have rezoned to residential. There were no comments from the public. Mayor Meininger closed the public hearing at 6:15 p.m. Since the Ordinance to rezone the property has not been approved yet, this item will need to be tabled. Moved by Council Member Boeckner, seconded by Council Member Deibert, "to table the annexation request for proposed Lot 1, Block 2, Windbreak Subdivision, City of Scottsbluff, Scotts Bluff, County and Resolution," "YEAS", Boeckner, Gonzales, Deibert, Shaver and Meininger, "NAYS" None. Absent: None.

City Manager Kuckkahn presented the request for a variance of alley requirements from Jonathan Gillam for his property located at Floyd's subdivision. The alleys have never been developed and are not

used for refuse collection. They are currently used for surface water drainage. The 20' utility right of way will remain in effect. Council Member Boeckner introduced Ordinance No. 4112 which was read by title: AN ORDINANCE VACATING THE ALLEYS ABUTTING THE NORTH LINE AND WEST LINE OF LOT 2, MACKRILL REPLAT, A REPLAT OF LOTS 4H AND 4I, MACKRILL SUBDIVISION TO THE CITY OF SCOTTSBLUFF, NEBRASKA.

Moved by Council Member Boeckner, seconded by Council Member Deibert, "That the statutory rule requiring the Ordinance to be read by title on three different days be suspended." "YEAS", Boeckner, Deibert, Gonzales, and Meininger, "NAYS" Shaver. Absent: None. The motion carried having been approved by three-fourths of the Council Members.

Moved by Council Member Boeckner, seconded by Council Member Gonzales, "That Ordinance No. 4112 be adopted," "YEAS", Boeckner, Deibert, Gonzales, and Meininger, "NAYS" Shaver. Absent: None.

Mr. Kuckkahn presented the final plat for this property which will show the vacated alleys, add a 20' easement to the south end of the lot for a future pathway and the City will retain easements in place of the vacated alleys. Moved by Council Member Boeckner, seconded by Council Member Deibert, "to approve Resolution No. 13-09-09, a final plat of Block 2, Floyd's Subdivision a replat of Lot 2, Mackrill Replat, a replat of Lots 4H & 4I, Mackrill Subdivision; and vacated alleys abutting north and west line of Lot 2, Mackrill replat in the City of Scottsbluff," "YEAS", Boeckner, Gonzales, Deibert, Shaver and Meininger, "NAYS" None. Absent: None.

#### RESOLUTION NO. 13-09-09

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SCOTTSBLUFF, NEBRASKA:

That the final plat of Block 2, Floyd's Subdivision, in the City of Scottsbluff, Scotts Bluff County, Nebraska, a replat of Lot 2, Mackrill Replat, a replat of Lots 4H and 4I, Mackrill Subdivision; and vacated alleys abutting north and west line of Lot 2, Mackrill replat in the City of Scottsbluff, Scotts Bluff County, Nebraska dated September 5, 2013, duly made, acknowledged and certified, is approved. Such Plat is ordered filed and recorded in the office of the Register of Deeds, Scotts Bluff County, Nebraska.

Passed and approved this 16th day of September 2013.

\_\_\_\_\_  
Mayor

Attest:

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

SEAL

Regarding the zone change for the Rugger Hospital zone change, Mayor Meininger declared a conflict of interest, as he is an employee of Regional West Medical Center. Moved by Council Member Boeckner, seconded by Council Member Shaver, "to declare a conflict of interest for Mayor Meininger regarding the Rugger Hospital Addition zone change and excuse him from voting on or discussing these items," "YEAS", Boeckner, Gonzales, Deibert, Shaver and Meininger, "NAYS" None. Absent: None.

Council introduced Ordinance No. 4113 which was read by title, second reading: AN ORDINANCE DEALING WITH ZONING, AMENDING SECTION 25-1-4 BY UPDATING THE OFFICIAL ZONING DISTRICT MAP TO SHOW THAT PART OF BLOCK 2, & BLOCKS 3, 4, 5, 6, 7, AND 8, RUGGER HOSPITAL ADDITION, SCOTTS BLUFF COUNTY, NEBRASKA, WHICH IS CURRENTLY ZONED

R-1A, WILL NOW BE INCLUDED AS O & P OFFICE AND PROFESSIONAL, AND REPEALING PRIOR SECTION 25-1-4.

Moved by Council Member Boeckner, seconded by Council Member Deibert, "That the statutory rule requiring the Ordinance to be read by title on three different days be suspended," "YEAS", Boeckner, Deibert, Gonzales, and Shaver "NAYS". Absent: None. Abstain: Meininger. The motion carried having been approved by three-fourths of the Council Members.

Moved by Council Member Boeckner, seconded by Council Member Deibert, "That Ordinance No. 4113 be adopted," "YEAS", Boeckner, Deibert, Gonzales, and Shaver. "NAYS" None. Absent: None. Abstain: Meininger.

Mayor Meininger acknowledged the resignation of Council Member Boeckner effective September 26, 2013, with regrets. Council Member Boeckner stated he had enjoyed his tenure as a City Council Member and encouraged others to serve an elected position. He said Scottsbluff is a good community and he hopes he had a positive impact on the community. Mayor Meininger presented Mr. Boeckner with a plaque of appreciation for his 16 years of service on the Scottsbluff City Council. Moved by Mayor Meininger, seconded by Council Member Shaver, "to accept the resignation of Council Member Boeckner effective September 26, 2013," "YEAS", Boeckner, Gonzales, Deibert, Shaver and Meininger, "NAYS" None. Absent: None.

Council discussed the process to fill this vacancy. Mayor Meininger suggested having the Council review a list of questions that was developed for interested candidates to make sure they are still pertinent. Council needs to respond to the City Manager by 9/23/13 regarding any changes or additional questions. Council directed staff to publish a notice regarding the vacancy and announce that letters of intent will be accepted by the City. Moved by Mayor Meininger, seconded by Council Member Shaver, "to direct staff to send the proper notice to the media regarding the City Council vacancy, stating that letters of intent will be accepted by the City until September 27, 2013, midnight; candidate interview times will be set at the September 30, 2013 Regular Council Meeting; and election of a new Council Member will take place at the October 21, 2013 Regular Council Meeting," "YEAS", Boeckner, Gonzales, Deibert, Shaver and Meininger, "NAYS" None. Absent: None.

City Manager Kuckkahn presented an Economic Development request for LB840 grant funding from Bovidr Laboratories. This is an animal supplement business that will add two employees, requesting a grant of \$5,000.00 per employee, total grant request \$10,000.00. The company has adequate collateral and all financial information is satisfactory. John Stinner, Jr. was present to answer any questions for the applicants. The LB840 Application Review Committee gave the Council a positive recommendation regarding this application. Moved by Council Member Boeckner, seconded by Council Member Deibert, "to approve the Economic Development LB840 grant to Bovidr Laboratories in the amount of \$10,000.00 for the creation of two employees," "YEAS", Boeckner, Gonzales, Deibert, Shaver and Meininger, "NAYS" None. Absent: None.

Mr. Kuckkahn informed the Council that the City received a Settlement Agreement for the case of Gonzales v. City of Scottsbluff. The settlement of \$250,000.00 will be paid by the City's insurance company. The City Council acknowledged the receipt of the Gonzales v. City of Scottsbluff Settlement Agreement and a memo from Howard Olsen, City Attorney, stating that the July 31, 2013 claim involving a vehicle owned by the City, resulted in injuries sustained by the Gonzalez family.

Regarding the Interlocal Cooperation Agreement with Scotts Bluff County Consolidated Communications Center, Mr. Kuckkahn explained that Scottsbluff and other communities have enjoyed a good relationship with Scotts Bluff County, which have provided emergency communications services at no cost to the cities. This agreement is a cooperative relationship based on the population of each of the entities involved. Scotts Bluff County will pay based on the 8,000 residents in the County. The operation and maintenance expenses will be paid by the County, the community's participation will be used for equipment. There will be an Advisory Board comprised of participating entities having a proportionate vote depending on their population.

Jill McFarland, Gering City Council Member, approached the Council, speaking on behalf of Mayor Mayo and two other Gering Council Members, expressing their concern that the agreement allows for double taxation by the County for the service provided by the Communication Center. She agreed that we need to get on board regarding support for the Communications Center, however she does not feel the funds are distributed correctly in the proposed agreement. Ms. McFarland encouraged the City Council to table the agreement until all issues are resolved.

City Attorney, Howard Olsen explained that the communications service was developed 22 years ago. When it was initiated, there were no mechanisms in place to take care of obsolete equipment. This agreement provides the necessary means to take care of the communication center equipment. Mr. Olsen shared an email from Jerry Crable, Scotts Bluff County Management Accountant, saying that the expense to cover the 8,00 residents living in the County, not in an incorporated city or village, can be transferred from KENO funds so the entire county is not charged.

Council Member Boeckner added that there is no perfect funding solution, however, this agreement is currently the best solution. Moved by Council Member Boeckner, seconded by Council Member Deibert, "to approve the Interlocal Cooperation Agreement with Scotts Bluff County Consolidated Communications Center and authorize the Mayor to execute the agreement," "YEAS", Boeckner, Deibert, Gonzales, and Meininger, "NAYS" Shaver. Absent: None.

City Manager Kuckkahn presented the agreement with Regional West Medical Center (RWMC) for operation of communication equipment to provide enhanced communication capabilities at RWMC. This is essential for better service for our public safety providers. Moved by Council Member Boeckner, seconded by Council Member Gonzales, "to approve the License Agreement between Regional West Medical Center and the City of Scottsbluff and authorize the Mayor to execute the agreement," "YEAS", Boeckner, Deibert, Gonzales, and Meininger, "NAYS" Shaver. Absent: None.

Mike Sarchet, Twin Cities Development, presented a Memorandum of Understanding to the City Council regarding a Brownfields Assessment Coalition Partnership. This is the first step in applying for an assessment grant to help re-use existing commercial areas by demolition and re-development. The City of Gering will apply for the grant which will begin phase 1 and 2 environmental assessments. Following that, a clean-up grant can be submitted. Mr. Sarchet added that many developers are interested in locating their business in our area, but there are very few industrial properties ready for development. Moved by Council Member Boeckner, seconded by Council Member Deibert, "to approve the Memorandum of Understanding (MOU) with the Cities of Gering and Terrytown regarding a Brownfields Assessment Coalition Partnership and authorize the Mayor to sign the MOU," "YEAS", Boeckner, Gonzales, Deibert, Shaver and Meininger, "NAYS" None. Absent: None.

Under Council reports, Council Member Deibert reported that he met with the Scottsbluff Senior Center. They used their United Way funding to replace a freezer and reported on some building concerns which have been addressed.

Moved by Council Member Deibert, seconded by Council Member Boeckner, "to adjourn the meeting at 7:05 p.m.," "YEAS", Boeckner, Gonzales, Deibert, Shaver and Meininger, "NAYS" None. Absent: None.

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Mayor

ATTEST:

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City Clerk

"SEAL"

# **City of Scottsbluff, Nebraska**

**Monday, October 7, 2013**

**Regular Meeting**

## **Item Consent2**

**Approve the minutes of the September 30, 2013 Regular Meeting.**

**Staff Contact: Cindy Dickinson**



The Scottsbluff City Council met in a regular meeting on Monday, September 30, 2013 at 6:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on September 27, 2013, in the Star Herald, a newspaper published and of general circulation in the city. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public. That anyone with a disability desiring reasonable accommodation to attend the council meeting should contact the city clerk's office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the city clerk in City Hall; provided, the city council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and KDUH, and the Star Herald. The notice was also available on the City's website on September 27, 2013. An agenda kept continuously current was available for public inspection at the office of the city clerk at all times from publication of the notice to the time of the meeting.

Mayor Randy Meininger presided and City Clerk Dickinson recorded the proceedings. The Pledge of Allegiance was recited. Mayor Meininger welcomed everyone in attendance and encouraged all citizens to participate in the council meeting asking those wishing to speak to come to the microphone and state their name and address for the record. Mayor Meininger informed those in attendance that a copy of the Nebraska Open Meetings Act is posted in the back of the room on the west wall for the public's review. The following Council Members were present: Raymond Gonzales, Randy Meininger, Mike Deibert, and Scott Shaver. Absent: None.

Mayor Meininger asked if there were any changes to the agenda. There were none. Mayor Meininger 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.

Mayor Meininger announced that the following four people had submitted letters of interest to fill the Council Member vacancy left by the resignation of Dave Boeckner: Linda Redfern, Liz Hilyard, Mark McCarthy, and Pete Marez. Currently the schedule includes voting on the person to fill the vacancy at the October 21, 2013 meeting, and swearing in the new member at the November 4, 2013 meeting. Council agreed to interview all interested individuals on October 2<sup>nd</sup> after 5 p.m. and October 5<sup>th</sup> if needed. Two Council Members will conduct interviews at the Library and two at City Hall.

City Manager Kuckkahn discussed the process of updating the Comprehensive Plan. He suggested hiring a consultant to work on a specific phase of the Comprehensive Plan which would include the planning and land use of commercial development opportunities for our entire area, including Terrytown, Gering and surrounding communities. This study would specifically target commercial, light and heavy industrial developments in our entire region as there is potential for all of us to benefit. The Community is interested in commercial and industrial growth and a consultant could provide information on ways to attain specific commercial growth. This will be paid for, all or in part, with LB840 funding as it is a qualifying activity looking specifically at industrial growth. This is only one piece of the comprehensive plan, however it is a very essential piece. Moved by Mayor Meininger, seconded by Council Member Gonzales, "to authorize the hiring of a consultant to conduct research on the commercial and industrial development phase of the Comprehensive Plan," "YEAS", Gonzales, Meininger, Deibert, Shaver. "NAYS": none.

Mr. Kuckkahn discussed another phase of the Comprehensive Plan regarding the City's swimming pools. City staff has been discussing the Splash Arena, the agreement with the School District and how much pool space is required by the City. Panhandle Area Development District (PADD) now has a planner who can assist with determining the types of recreation programs required for our area. Mayor Meininger made a recommendation that City Manager Kuckkahn talk with PADD about providing

a plan for recreation programs in our area. In addition, he suggested working with the City of Gering in developing any recreation plans.

Mr. Kuckkahn noted that Dave Boeckner's vacant Council seat has also created a vacancy on the Twin Cities Development Board. Council Member Deibert already serves on the Board as an alternate. Moved by Mayor Meininger, seconded by Council Member Gonzales, "to appoint Council Member Deibert as the primary representative on the Twin Cities Development Board, and Council Member Gonzales as an alternate representative," "YEAS", Meininger, Deibert, Gonzales, "NAYS" Shaver.

Under public comment, Mr. Larry McCaslin, 2601 Addison Drive, addressed the Council and ask that they add an item to the next regular meeting regarding the recent designation of the Sheldon Heights Subdivision as a Blighted and Substandard area.

Under Council Reports, Nathan Johnson, Assistant City Manager will be attending the Nebraska League of Municipalities October 10 and 11, 2013. Mayor Meininger also announced that the Fall Frolic is scheduled for October 19<sup>th</sup> and encouraged all Council Members to register.

Moved by Council Member Deibert, seconded by Mayor Meininger, "to adjourn the meeting at 6:30 p.m.," "YEAS", Gonzales, Meininger, Deibert, Shaver. "NAYS" none.

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Mayor

ATTEST:

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City Clerk

"SEAL"

# **City of Scottsbluff, Nebraska**

**Monday, October 7, 2013**

**Regular Meeting**

## **Item Consent3**

**Council to approve the City Manager's appointment of Marla Marx to the Fair Housing Commission.**

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

# **City of Scottsbluff, Nebraska**

**Monday, October 7, 2013**

**Regular Meeting**

## **Item Consent4**

**Council to set a Public Hearing for October 21, 2013, 6:05 p.m.,  
for a Class C liquor license application for Valley Bowl LLC dba  
Valley Bowl Fun Center.**

**Staff Contact: Cindy Dickinson**

# **City of Scottsbluff, Nebraska**

**Monday, October 7, 2013**

**Regular Meeting**

## **Item Consent5**

**Consideration and approval of a Request for Statements of Qualifications and Bid Proposals for a Landscape Master Plan for the Downtown Business District and authorize the City Clerk to advertise for bids to be received by 2:00 p.m. November 4, 2013.**

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

## Agenda Statement

Item No.

For Meeting of: October 7, 2013

**AGENDA TITLE:** Review and approval of City staff to request for Statements of Qualifications and bid Proposals for a Landscape Master Plan for the Downtown Business District.

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Administration

**PRESENTATION BY:** Assistant City Manager, Nathan Johnson

**SUMMARY EXPLANATION:**

The City of Scottsbluff is soliciting Statements of Qualifications and bid Proposals from landscaping architecture and engineering firms or other qualified providers to provide design service for the City's Landscaping Master Plan for the Downtown Business District.

The project is the evaluation of existing landscape and design of a implementable landscape plan of the existing planting beds for the area from 14<sup>th</sup> to 20<sup>th</sup> Streets between 1<sup>st</sup> Avenue and Avenue A. The project additionally requires the evaluation and master plan development of stormwater infiltration strategies within the same area.

**BOARD/COMMISSION RECOMMENDATION:**

**STAFF RECOMMENDATION:** City staff recommends approval of the request for Statements of Qualifications and bid Proposals for a Landscape Master Plan for the Downtown Business District and directs staff to request these documents until November 4, 2013 at 2:00pm.

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**EXHIBITS**

Resolution ☐      Ordinance ☐      Contract ☐      Minutes ☐      Plan/Map ☐

Other (specify)      Request for Statements of Qualifications and Bid Proposals Document

**NOTIFICATION LIST:** Yes ☐ No ☐ Further Instructions ☐

Please list names and addresses required for notification.

**APPROVAL FOR SUBMITTAL:** \_\_\_\_\_  
City Manager

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Rev: 11/15/12 City Clerk



2525 Circle Drive  
Scottsbluff, NE 69361

## **REQUEST FOR Statements of Qualifications and Bid Proposals**

FOR

PROFESSIONAL LANDSCAPE ARCHITECT SERVICES RELATING TO:  
LANDSCAPING MASTER PLAN FOR DOWNTOWN BUSINESS DISTRICT  
14<sup>TH</sup> St to 20<sup>th</sup> St between 1<sup>st</sup> Ave and Ave A

**Issue Date: October 8, 2013**

**Publish Dates: 10/11/13; 10/18/13; 10/25/13**

**Closing Date/Time: Monday, November 4, 2013 at 2:00 p.m.**

Contact

Nathan Johnson – Assistant City Manager  
308-630-6202

## **NOTICE**

### **REQUEST FOR STATEMENTS OF QUALIFICATIONS and BID PROPOSALS**

#### **Landscape Master Plan for the Downtown Business District**

The City of Scottsbluff is soliciting Statements of Qualifications and bid Proposals from landscaping architecture and engineering firms or other qualified providers to provide design service for the City's Landscaping Master Plan for the Downtown Business District. The project is the evaluation of existing landscape and design of a implementable landscape plan of the existing planting beds for the area from 14<sup>th</sup> to 20<sup>th</sup> Streets between 1<sup>st</sup> Avenue and Avenue A. The project additionally requires the evaluation and master plan development of stormwater infiltration strategies within the same area. All submittals must be received by the City Clerk, of the City of Scottsbluff, 2525 Circle Drive, Scottsbluff, Nebraska, 69361, prior to 2:00 p.m., Monday, November 4, 2013. Submittals must be in a sealed envelope plainly marked "Statement of Qualifications and Bid Proposal, Landscaping Master Plan for the Downtown Business District". Inquiries shall be addressed to Nathan Johnson, Assistant City Manager, 2525 Circle Drive, Scottsbluff, Nebraska, 69361, 308-630-6202. A copy of the Request for Qualifications and Proposal document may be obtained from the City Clerk at City Hall at the above location noted herein.

/s/ Cindy Dickinson, City Clerk

Publish 3T: 10/11/12; 10/18/13; 10/25/13  
One affidavit of publication requested



## 1. INTRODUCTION

The intent of this request is to solicit written Statements of Qualifications and Bid Proposals, hereafter referred to as "Proposal", from a qualified person, firm, or corporation, hereafter referred to as "Landscape Architect," to provide design services for:

- 1) Improvements to the Downtown Business District, to include but not limited to: landscaping and planting bed development, irrigation development, tree planting, pedestrian improvements, and signage.

To be eligible for consideration, the Landscape Architect must be capable of supplying the services as noted herein, and must also meet all other criteria outlined in this Proposal.

## 2. INQUIRIES AND CORRECTIONS

All inquiries relating to this request shall be addressed to:

Nathan Johnson  
Assistant City Manager  
City of Scottsbluff  
2525 Circle Drive  
Scottsbluff, NE 69361  
(308) 630-6202

If a proposing Landscape Architect, prior to submitting a Proposal, finds discrepancies in, or omissions from this request, or should require additional clarification of any part thereof, a written request for interpretation may be submitted. Any interpretation of, or change made to the document will be made by written addendum to each proposing Landscaping Architect, and shall become part of the request for any contract awarded. The City of Scottsbluff will not be responsible for the accuracy of any oral explanations. All inquiries shall be made in writing and all responses will be provided in writing, with copies being sent to all proposing Landscaping Architects. To be given consideration, inquiries must be received at least ten (10) calendar days prior to the date established for the opening of the Proposal. It shall be the responsibility of each proposing Landscaping Architect to verify that every addendum has been received prior to submitting Proposals.

## 3. SUBMITTAL DATE, LOCATION, AND OPENING

All Proposals must be received by the City Clerk of the City of Scottsbluff, 2525 Circle Drive, Scottsbluff, NE 69361 prior to **2:00 p.m., Monday, November 4, 2013**. Proposals must be submitted in a sealed envelope plainly marked "Statement of Qualifications and Bid Proposal: Landscaping Master Plan for the Downtown Business District". These Proposals will be evaluated utilizing the evaluation criteria herein. Final approval will be given by the Scottsbluff City Council.

## 4. LATE AND TELEPHONIC PROPOSALS

Late Proposals will not be accepted under any circumstances, and any Proposal so received shall be returned to the proposing Landscape Architect unopened. In

addition, telegraphic and/or Proposals sent by electronic devices are not acceptable and will be rejected upon receipt. Proposing Landscape Architects will be expected to allow adequate time for the delivery of Proposals. Sole responsibility rests with the proposing Landscape Architect to see that their Proposal is received on time.

## **5. CONDITIONS OF PROPOSAL SUBMITTAL**

Proposing Landscape Architects shall comply with at least all conditions, requirements, and specifications contained herein, with any insufficiency constituting sufficient cause for rejection of the Proposal.

The Proposal must be signed by a duly authorized official of the proposing Landscape Architect submitting the Proposal.

No Proposal will be accepted from any Landscape Architect that is in arrears for any obligation to the City, county or that otherwise may be deemed irresponsible or unresponsive by the City of Scottsbluff.

All prices quoted must be firm for a period of ninety (90) days following the opening of the Proposal. A form reflecting the proposed price (refer to section 8, items E and F) must be put in a separate sealed envelope to be opened once a determination has been made on which firm is most qualified for this project.

The City of Scottsbluff reserves the right to reject any and all Proposals or any part thereof. The right is reserved to waive any formalities or informalities contained in any Proposal, and to award the Proposal to the most responsive and responsible proposing Landscape Architect as deemed in the best interest of the City of Scottsbluff.

The City of Scottsbluff will not return Proposals or other information supplied to them by any proposing Landscape Architect.

## **6. EVALUATION OF PROPOSALS**

Proposals will be evaluated on the basis of the Evaluation Criteria noted herein. The City of Scottsbluff may make a selection on the basis of the Proposals received, or may choose to "short list" prospective Landscape Architects for further negotiations.

The Landscape Architect selected for the award will be chosen on the basis of the apparent greatest benefit to the City of Scottsbluff, and not necessarily on the basis of lowest price.

Proposals shall be evaluated on the basis of the following criteria:

- A. Responsiveness to the needs of the City of Scottsbluff, both in service cost and in the scope of the services offered.
- B. Responsibility of the proposing Landscape Architect and its experience in dealing with municipal governments, including the City of Scottsbluff, on projects of similar scope and nature.
- C. The degree to which the Proposal meets or exceeds the terms of this Request for Proposal.

- D. The thoroughness with which the Landscape Architect has included all anticipated costs in the Proposal for each phase, through completion of the project. This includes hourly rates for service outside the scope of work.

## **7. SELECTION CRITERIA**

Proposals will be reviewed, evaluated, and ranked by the Consultant Selection Committee. Price is not a selection criteria and it is not to be included in the firm's Proposal. The price is to be submitted separately as stated in section 5. The selection criteria including their relative importance are:

- 1) Professional qualifications necessary for satisfactory performance. (15 points)
  - Project manager and key term members are qualified to perform the work categories on the project.
  - Consultant's knowledge of standards and procedures.
- 2) Specialized experience and technical competence in the type of work. (10 points)
  - Consultant has provided comparable projects they have been involved with.
  - Computer capability of the consultant.
- 3) Past performance on similar projects. (15 points)
  - Past performance evaluations.
  - References, if no past work has been performed by this consultant.
- 4) The capacity to accomplish the work in the required time. (10 points)
  - Consultant has adequate staff for this project.
  - Current workload of the consultant.
- 5) Understanding the project. (10 points)
  - Consultant has demonstrated understanding of key elements of the project.
  - Consultant has provided comparable projects they have been involved with.
- 6) Approach to the project. (10 points)
  - Consultant has recognized and identified special circumstances on the project.
  - Consultant has provided logical approach to tasks and issues on the project.
- 7) Quality of the interview, pending decision of the City to select based on interview if submitted proposal alone does not identify a preferred consultant. (20 points)
  - Interview was clear and concise.
  - Questions were appropriately answered by consultant.

8) Location of the project and knowledge of the area. (10 points)

- The consultant demonstrates their process for gaining an understanding of ecologically relevant plant species and plant communities of the Scottsbluff geographical location.
- Location criteria cannot be based on a political boundary (e.g. city or county limits).

## 8. PROPOSAL ELEMENTS AND FORMAT

Proposals submitted shall contain all information as requested herein and any additional information necessary to summarize the overall benefit of the Proposal to the city of Scottsbluff.

Proposals shall include, but not limited to, the following:

- A. A cover letter shall be provided stating the name, address, and telephone number of the proposing Landscape Architect, and must bear the signature of the person having the authority to make the Proposal for the Landscape Architect and bind the Landscape Architect in a formal contract with the City of Scottsbluff.
- B. A response that defines the methods and means by which the proposing Landscape Architect will perform the services outlined in the Request for Proposal.
- C. A project timeline outlining the dates and specific tasks necessary to provide the requested services.
- D. A list of what portion, if any, of services will be subcontracted and who will be used (name, address and phone number).
- E. A list of all costs for each phase of the project, through its completion, including preliminary design, public meetings, and final design.
- F. A list of hourly rates that would be charged for additional service outside the scope of work.
- G. A list of at least three (3) references for which similar services have been provided. Include contact names, addresses, and telephone numbers.
- H. Any other information deemed necessary by the proposing Landscape Architect.
- I. Please provide **three (3)** copies of the Proposal.

Submittal of the Proposal shall constitute as certification that the Landscape Architect has full knowledge of the scope, nature, quality, and quantity of the work to be performed, and the detailed requirements and conditions under which the work is to be performed.

## 9. GENERAL REQUIREMENTS OF THE SUCCESSFUL PROPOSING LANDSCAPE ARCHITECT

Professional service or creative work including consultation, investigation, evaluation, planning, design, etc., must be performed by a Landscape Architect licensed to practice in the State of Nebraska.

Services performed by the Landscape Architect shall be to the same standard achieved by other Landscape Architects performing similar work in similar locations. Determinations of acceptable quality shall be made by the Project Manager for the City of Scottsbluff.

The successful proposing Landscape Architect shall be prohibited from assigning or subcontracting the whole or any part of the contract without the prior written consent of the City of Scottsbluff.

The successful proposing Landscape Architect shall demonstrate experience with green infrastructure, sustainability, and stormwater management.

The successful proposing Landscape Architect shall not hire, discharge, promote, demote, or otherwise discriminate in matters of compensation, terms, conditions, or privileges of employment against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry, physical or mental disability, color, or age.

The successful proposing Landscape Architect and its employees will operate as an independent contractor and will not be considered employees of the City of Scottsbluff or any member agency.

#### **10. SCOPE OF SERVICES**

Topics to be addressed in the RFP include the following. This list is not intended to exclude any potential options or topics of concern that may arise during the preparation of the Proposal. At a minimum, the Proposal shall indicate the options, concerns and recommendations for design services. Proposal information and responsibilities should include but are not limited to:

- 1) Preliminary Field Surveys. The Landscape Architect Consultant will utilize the preliminary field survey, including alignments, cross sections, topographic survey and any other special surveys required for the preparation of the preliminary plans provided by the City. G.I.S. Data layers will be provided to assist in completing the Preliminary Design along the project parameters.
- 2) Review such available reports, plans, maps and other data relative to the project.
- 3) Meet with reviewing staff for the purpose of evaluating alternatives and designs and selecting a design for preliminary plans.
- 4) Public Meetings. Public meetings to gather input from downtown business owners shall be held, including, at a minimum, one meeting before design begins, and one meeting to explain the design concept.
- 5) Soils analysis. A subsoil investigation that defines the general soil conditions underlying the area will be performed and soils tests and recommendations for soil amendments will be provided by the City to the selected consultant. The soil's organic composition and rate of percolation shall be considered.

- 6) Analysis of Unique Subterranean Conditions. The Downtown area has new and old underground utility features which will need to be considered in plan development.
- 7) Traffic Analysis. Using traffic data supplied by City of Scottsbluff and/or NDOR, make recommendations relevant to stormwater infiltration and landscape solutions which additionally create an environment that is more pedestrian friendly.
- 8) Landscape Design. The Downtown area's existing landscape and designated planting beds shall be evaluated and a new landscape design shall be completed for implementation within the existing designated beds. Landscape material selection shall be appropriate to both the Scottsbluff ecological conditions as well as for an urban environment. Final design documents shall include a Nebraska Landscape Architect sealed planting plan, planting notes, details, and technical specifications for the City to procure bids from landscape contractors.
- 9) Green Infrastructure. The Downtown area shall be evaluated to determine opportunities to incorporate green infrastructure, creating areas that demonstrate water conservation, sustainability, and stormwater management. Final master plan document shall graphically and narratively identify proposed areas and approach to green infrastructure which allows the City to progressively implement.
- 10) Cost. Opinion of probable cost for the proposed improvements shall be prepared and furnished. Opinions shall be separated between final landscape design within existing planting areas and green infrastructure master plan portions of the project. Approximate quantities shall be taken from the designed plans.
- 11) Reports. A brief narrative report shall be furnished which will include the following:
  - a. Description of the proposed improvements
  - b. Technical memos of all meetings with affected parties
  - c. Alternate comparisons made during the course of the landscape design and green infrastructure master plan.
  - d. Appropriate computations relating to the landscape design and green infrastructure master plan.
  - e. Soil amendments or modification recommendations based on City provided subsoil investigation.
  - f. Miscellaneous correspondence and information related to the project
  - g. Plant lists, to include descriptions, and where applicable, pictures
- 12) Ownership of Documents – Upon completion or termination of the project, all documents prepared by the Landscape Architect, including plans, tracings, drawings, estimates, specifications, field notes, investigations, studies and reports shall become the property of, and be delivered to, the City. The City acknowledges that the documents are prepared only for the project.

## **11. INDEMNIFICATION**

The Landscape Architect agrees to indemnify and hold harmless the City of Scottsbluff, and its officers and its employees, from and against all liability, claims,

demands, and expenses, including court costs and attorney fees, on account of any injury, loss, or damage, which may arise out of or are in any manner connected with the work to be performed, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligent act or omission, error, professional error, mistake, accident, or other fault of the Landscape Architect, subcontractor of the Landscape Architect, or any officer, employee, or agent of the Landscape Architect.

## **12. INSURANCE REQUIREMENTS**

The Landscape Architect Firm will secure and maintain during the term of the contract a policy of professional liability insurance protecting the Landscape Architect and its employees in an amount not less than \$1,000,000. The Landscape Architect shall also maintain in effect a policy for worker's compensation insurance in the amount required by Nebraska Law. All policies will need to be secured from an insurance company authorized to do business in the State of Nebraska.

The Landscape Architect Firm will also secure and maintain an insurance policy or policies in an amount of not less than \$1,000,000 which protects it and the City from damages resulting from the Landscape Architect's conduct. The Certificate of Insurance shall specifically name the City as an additional insured party.

The Landscape Architect Firm may not start work until evidence of all required insurance has been submitted and approved by the City. The Landscape Architect Firm must cease work if any of the required insurance is cancelled or expires.

Three (3) copies of certificates of insurance shall be submitted to and approved by the City prior to the execution of the contract. The certificates must contain the agreement of the insurance company notifying the City in writing ten (10) days prior to any cancellation or material alternation of the policy. The contractor shall not allow any work under the contract to be performed by a subcontractor unless evidence of similar insurance covering the activities of the subcontractor is submitted to and approved by the City.

## **13. CONTRACT NEGOTIATION**

The City of Scottsbluff reserves the right to negotiate any and all items in the formal contract as they may relate to the Scope of Services, etc., found in this document.

# **City of Scottsbluff, Nebraska**

**Monday, October 7, 2013**

**Regular Meeting**

## **Item Consent6**

**Consideration and approval of specifications for the purchase of one, new, six-wheel sweeper and authorize the City Clerk to advertise for bids to be received by 11:00 a.m. October 28, 2013.**

**Staff Contact: Mark Bohl, Public Works Director**





## **CITY OF SCOTTSBLUFF BID SPECIFICATIONS**

**FOR THE PURCHASE OF**

**ONE (1) NEW SIX WHEEL BROOM STREET SWEEPER WITH  
SQUEEGE STYLE CONVEYOR AND HIGH DUMP HOPPER**

**For the Transportation Department  
DIVISION OF PUBLIC WORKS**

**DATED: October 7, 2013**

**Contact:**

**Brett Bewley, Transportation Supervisor 308-630-6297**

## **NOTICE TO BIDDERS**

Sealed Bids will be received by the City of Scottsbluff, Nebraska at the office of the City Clerk until 11:00 A.M., Monday, October 28, 2013, for furnishing One (1) New Six Wheel Broom Street Sweeper with Squeegee Style Conveyor and High Dump Hopper. Specifications and Instructions to Bidders are available at the office of the City Clerk. The Council reserves the right to reject any and all bids and to waive irregularities.

/s/Cindy Dickinson, City Clerk

Publish – 3 times:

Friday, October 11, 2013

Friday, October 18, 2013

Friday, October 25, 2013

## **INSTRUCTIONS TO BIDDERS**

1. All Proposals shall be submitted on Bid Forms provided for this purpose in order that they may be properly compared and evaluated.
2. The Bid shall be for one (1) New Six Wheel Broom Street Sweeper with Squeegee Style Conveyor and high dump hopper.
3. The successful bidder will take a trade-in of one (1) 2003 Elgin Street Sweeper, Model: Pelican,

Ser.# P4059 and one (1) 2007 Elgin Pelican Sweeper, Model: P, Ser.# NP 0210 D.

4. The Bid shall be quoted F.O.B. Scottsbluff, Nebraska.
5. Bids shall state the Make and Model of proposed unit(s) and include complete detailed specifications with manufacturer's brochure, specifying the identical model(s) being bid.
6. The Transportation Department **is exempt** from Federal Excise or State Sales Taxes. The City of Scottsbluff will furnish a tax exemption certificate.
7. The Bids shall be submitted to the City Clerk's office by 11:00 A.M., Monday, October 28, 2013, in a sealed envelope, and the envelope clearly marked "Bid on Street Sweeper".
8. The Council reserves the right to reject any and all bids and to waive any irregularities for any reason deemed necessary.
9. Award of purchase by the City will not become final until a Purchase Order has been issued authorizing this purchase.
10. City will pay for equipment meeting all specifications upon proper documentation of same, no sooner than the first Council meeting following delivery of same.
11. Delivery time from date order placed to vendor, shall be ninety (90) days or less.
12. Price that is stated on Bid Proposal Sheets shall be good for 30 calendar days following bid opening.
13. Actual equipment being bid must be available for inspection by City personnel after the bids are opened and before the next council meeting when the purchase will be approved.
14. Any items of noncompliance or variations to the minimum specification requirements listed on the following pages shall be written and submitted with the Bid Proposal.

Page 1

**PROPOSAL FOR FURNISHING  
ONE (1), NEW SIX WHEEL BROOM STREET SWEEPER WITH SQUEEGEE STYLE  
CONVEYOR AND HIGH DUMP HOPPER  
For The  
TRANSPORTATION DEPARTMENT**

Mayor and City Council  
Scottsbluff, Nebraska

Gentlemen:

I (we) have examined the Notice to Bidders, dated October 7, 2013, Instructions to Bidders, and the Specifications, and submit the following proposal to furnish one (1), new Six Wheel Broom Street Sweeper With Squeegee Style Conveyor and High Dump Hopper for the Transportation Department.

_____ Year	_____ Make	_____ Model #
Less Trade-In: 2003 Elgin Street Sweeper Model: Pelican, Ser.# P4059		Trade-In Value: \$_____

And		
Less Trade-In: 2007 Elgin Pelican Sweeper Model: P, Ser.# NP 0210 D		Trade-in Value: \$_____

**Price With Trade-Ins: \$\_\_\_\_\_**

My Bid for the described Six Wheel Broom Street Sweeper With Trade-Ins:

\_\_\_\_\_  
(amount written out fully)

If the City places an order with my firm for the specified equipment, I hereby certify I will deliver a new unit on or before:

\_\_\_\_\_ which meets the above specifications.  
Month      Day      Year

Signature of Bidder:\_\_\_\_\_

Name of Bidder:\_\_\_\_\_

Company Represented by Bidder:\_\_\_\_\_

Address of Bidder:\_\_\_\_\_

Telephone and FAX Number of Bidder:\_\_\_\_\_

**MAILING LIST FOR SIX WHEEL STREET SWEEPER**  
October 7, 2013

Nebraska Environmental Products  
5360 Alvo Road  
Lincoln, NE 68514  
402-435-0061  
Fax: 402-435-0644

Rose Equipment  
PO Box 29135  
8055 Fletcher Avenue  
Lincoln, NE 68529  
1-800-279-0749

402-467-5988  
ATTN: Jim Ramey

Kois Brothers Equipment  
5200 Colorado Blvd.  
Commerce City, CO 80022  
303-298-7370

# **City of Scottsbluff, Nebraska**

**Monday, October 7, 2013**

**Regular Meeting**

## **Item Consent7**

**Council to approve bid specifications for the purchase of a Shredder for use in composting the City's biosolids, grass clippings and yard waste, and authorize the City Clerk to advertise for bids to be received on Tuesday, October 29, 2013 at 11:00 a.m.**

**Staff Contact: Mark Bohl, Public Works Director**

# Agenda Statement

Item No.

For meeting of: October 7, 2013

**AGENDA TITLE:** Council to approve bid specifications for the purchase of a Shredder for use in composting the City's biosolids, grass clippings and yard waste, and authorize the City Clerk to advertise for bids to be received on Tuesday, October 29, 2013 at 11:00 a.m.

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Mark Bohl, Public Works Director

**PRESENTATION BY:** Consent

**SUMMARY EXPLANATION:** *This fiscal year, the Wastewater and Environmental Service Departments are scheduled to purchase three pieces of equipment needed for the City's compost operation. The equipment is part of the improvement needed to bring our operation into compliance with State and Federal regulations.*

These bid specifications are for the purchase of a Shredder that is needed in order to process green waste as a compost amendment. It will reduce the waste to a sufficient size prior to incorporating it into the compost mixture. We have included the option of trading in a 2005 Wood Hog toward this purchase.

These bid specifications have been reviewed by legal before bring before Council for consideration.

**BOARD/COMMISSION RECOMMENDATION:**

**STAFF RECOMMENDATION:** Staff requests that Council approve the bid specifications and authorize the City Clerk to advertise for bids to be received on October 29, 2013 at 11:00 a.m.

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## EXHIBITS

Resolution ☐ Ordinance ☐ Contract ☐ Minutes ☐ Plan/Map ☐

Other (specify) ☒ Bid Specifications \_\_\_\_\_

**NOTIFICATION LIST:** Yes ☐ No ☐ Further Instructions ☐

**APPROVAL FOR SUBMITTAL:** \_\_\_\_\_  
City Manager

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Rev 3/1/99CClerk



## **CITY OF SCOTTSBLUFF**

**Environmental Services**

**A Division of**

**Public Works**

2525 Circle Drive

Scottsbluff, NE 69361

### **Bid Specifications**

**For**

### **The Purchase of One (1) New, Low Speed, High Torque Shredder**

**Issue Date: October 7, 2013**

**Publish Dates: Fridays – October 11<sup>th</sup>, October 18<sup>th</sup> and October 25<sup>th</sup>, 2013**

**Closing Date/Time: Tuesday, October 29, 2013 at 11:00 a.m.**

**Contact**

**Lynn A. Garton – Water Reclamation Supervisor  
308-630-6292**



**NOTICE TO BIDDERS**  
Request for Bid Proposals  
For the Purchase of One New  
Low Speed, High Torque Shredder

Sealed Bids will be received by the City of Scottsbluff, Nebraska at the office of the City Clerk until 11:00 A.M. on Tuesday, October 29, 2013, for furnishing One (1) New, Low Speed, High Torque Shredder. Bids will include the option of trading in One (1) Used 2005 Morbark Wood Hog, Model 3600, toward this purchase. All Bids must be received by the City Clerk, of the City of Scottsbluff, 2525 Circle Drive, Scottsbluff, NE 69361. Bids must be submitted in a sealed envelope plainly marked "Request for Bid Proposals, Low Speed, High Torque Shredder". Specifications and Instructions to Bidders are available at the office of the City Clerk or on-line by going to [www.scottsbluff.org](http://www.scottsbluff.org). Inquiries may be addressed to Lynn A. Garton, Water Reclamation Supervisor, 308-630-6292 or [lgarton@scottsbluff.org](mailto:lgarton@scottsbluff.org). The Council reserves the right to reject any and all bids and to waive irregularities.

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Cindy Dickinson  
City Clerk

Publish – 3T  
October 11, 2013  
October 18, 2013  
October 25, 2013

## INSTRUCTIONS TO BIDDERS

1. All Bids shall be submitted on the Bid Forms provided for this purpose in order that they may be properly compared and evaluated.
2. The Bid shall be for One (1) New, Low Speed, High Torque Shredder.
3. The Bid shall include the option of trading in One (1) Used 2005 Morbark Wood Hog Model 3600, hours unknown, toward this purchase. The used equipment is listed on the Bid Form provided. Used equipment may be viewed at the City of Scottsbluff Compost Facility photos and details may be obtained by contacting the Water Reclamation Supervisor at 308-630-6292 or [lgarton@scottsbluff.org](mailto:lgarton@scottsbluff.org).
4. The Bid shall be quoted F.O.B. Scottsbluff, NE.
5. Bids shall state the make and model of proposed Equipment and include complete detailed specifications with manufacturer's brochure, specifying the identical model being bid.
6. The City is exempt from Federal Excise or State Sales Tax. A tax exemption certificate will be furnished by the City of Scottsbluff.
7. The Bids shall be submitted to the City Clerk's office by 11:00 A.M., October 29, 2013, in a sealed envelope, and the envelope clearly marked "Request for Bid Proposals, Low Speed, High Torque Shredder."
8. The Council reserves the right to reject any and all bids and to waive any irregularities for any reason deemed necessary.
9. Award of purchase by the City will not become final until Council approval is received. Following approval a Notice of Award will be provided to the successful bidder.
10. City will pay for equipment meeting all specifications upon proper documentation of same, no sooner than the first Council meeting following delivery of same.
11. Delivery time from date order is placed to vendor shall be one hundred twenty (120) days or less.
12. Price that is stated on the Bid Proposal Form shall be good for 30 calendar days following bid opening.
13. Any items of noncompliance or variations to the minimum specification requirements listed on the following pages shall be written and submitted with the Bid Proposal.
14. Actual equipment being bid must be available for inspection by City personnel after the bids are opened and before the next council meeting when the purchase will be approved.



## **MINIMUM SPECIFICATIONS FOR ONE (1) NEW, LOW SPEED, HIGH TORQUE SHEDDER**

### **General:**

- It is the intent of these specifications to establish minimum requirements for One (1) New, Low Speed, High Torque Shredder. This equipment shall include all manufactures advertised standard equipment that meets or exceeds the following specifications unless otherwise specified.
- Equipment shall be of good commercial quality for the intended service and shall be produced by use of such manufacturing processes.
- Equipment shall be treated to resist rust and corrosion. The design of the mechanical members shall be such that the stress imposed through normal use shall not cause rupture or permanent deformation on any member.
- Bidders must submit with their bid, the latest printed specifications and advertising literature on the models they propose to furnish.
- It will be necessary for the successful bidder to furnish all necessary and desirable information and instructions for the proper operation of the equipment by the employees of the City of Scottsbluff, including but not limited to operational manual, parts manual, shop repair, electrical diagram, service manual and two legible copies of the manufacture's line sheets.
- Bidders shall submit a synopsis of non-compliant issues with their respective bid.
- The City of Scottsbluff has evaluated different types of equipment and has determined that this equipment is best suited for its needs in safety, quality, performance and standardization. This specification is not to be interpreted as restrictive, but rather as a measure of the safety, quality and performance against which all equipment bids will be compared. In comparing proposals, consideration will not be confined to price only. Contract will be awarded for the equipment which best serves the interests of the City of Scottsbluff when cost, equipment, safety, quality and delivery are considered. The City of Scottsbluff reserves the right to reject any or all bids or any part thereof, and to waive any minor technicalities. A contract will be awarded to the bidder submitting the lowest responsible bid meeting the exact requirements of this specification.
- Bids will be accepted for consideration on any make or model that is equal or superior to the equipment specified. Decisions of equivalency will be at the sole interpretation of the City of Scottsbluff.

- All equipment furnished shall be new, unused and the same as manufacturer's current productions model. Accessories not specifically mentioned herein, but necessary to furnish complete equipment ready for use, shall also be included. Equipment shall conform to the best practice known to the body trade in design, quality of materials and workmanship. Assemblies, sub-assemblies and component parts shall be standard and interchangeable throughout the entire quantity of equipment as specified in this invitation to bid.
- Successful bidder shall provide component information consisting of serial and part numbers for all components of the equipment, including but not limited to: Engine, generator, axles, hydraulic pump, and gearboxes, to assist in ordering parts in the future.

#### **Literature:**

- Two (2) copies of the following manuals/drawings shall be furnished upon delivery of the equipment:
  - Electrical diagram.
  - Hydraulic diagram.
  - Hydraulic schematics.
  - Service ship repair manuals.
  - Operator's manuals.
  - Parts manuals.
  - Manufacturers line build sheet.
  - In lieu of two copies of the manuals, the City would prefer one of the copies of the complete literature to be in compact disc format, if available.

#### **Warranty:**

- One year unlimited 100% parts and labor, **to begin no earlier than the date of delivery, and the City's acceptance of the equipment.**
- Two year unlimited power train 100% parts and labor for a total of three years warranty.
- The successful bidder shall respond to all calls for warranty work within 48 hours of being notified by Scottsbluff Environmental Service personnel. To clarify, respond refers to being on site repairing.
- If successful bidder cannot respond within 48 hours then a local service facility shall be provided for service at no expense to the City of Scottsbluff. State the location and distance of the servicing facility when submitting the bid.
- If the equipment won't be back in service within 7 calendar days of being notified, the successful bidder will provide a like machine to keep operations going at no cost to the City.
- The successful bidder shall maintain and/or have access to parts inventory during the warranty period. If this is not possible, Note Exception when submitting bid.
- The City of Scottsbluff will not be liable for freight charges during warranty period, due to dealer not stocking parts.

- All in service policies and warranties shall be delivered with the equipment at the time of delivery.

#### **Parts Availability:**

- All parts that are essential to the operation of this machine shall be made available to the City within 2 calendar days after being notified.

### **DETAILED SPECIFICATIONS**

#### **General:**

- The purpose of these specifications is to describe a low speed, high torque shredder capable of processing organic materials and producing a consistent determined particle size.

#### **Weights and Dimensions:**

- Approximate weight – 54,000 lbs.
- Dimensions- Track Model (L x W x H)  

Work:	Transport:
35' 8" x 10' 11" x 10' 4"	21' 7" x 9' 4" x 10' 4"
- Tracks shall have two speeds, slow for loading and fast for quick maneuvering.
- Shredder should be able to go from working to transport position hydraulically in 5 minutes and meet above transport dimensions.

#### **Engine:**

- The engine is to be located in an enclosed compartment with insulation for sound dampening
- The engine is to be a CAT C9 ACERT or equivalent, minimum 325HP @ 2100 RPM, Tier 3 compliant.
- The engine should meet all current State and Federal regulations.
- The engine shall include all of the following:
  - Turbocharger and intercooler.
  - Automatic shut down for low oil pressure.
  - Low coolant level shut down.
  - High coolant temperature shut down.
  - Pressurized cooling system.
  - Heavy-duty two stage air filter with restriction indicator.

### **Service:**

- The equipment should also incorporate a self-diagnostic package which is capable of displaying, on the main display panel in simple English terms (not code numbers) any faults or maintenance required with the equipment during operation. At a minimum this should include:
  - Low engine oil pressure.
  - Low hydraulic oil level.
  - High oil temperatures.
  - Loose electrical connection (or wire break and identify by number).
  - Low diesel level.
  - Primary and/or secondary air filter condition.
  - Diesel filter condition, etc.
- The control panel display should also indicate in advance when the 250, 500, 750, 1000 etc. hour service is due so personnel can plan to do services in a timely manner.
- There should also be a GSM system that allows a connection between the equipment and the Factory and aid in any diagnosis of equipment or engine maintenance or repair. This connection and monthly service should be included in the bid pricing.
- Discharge conveyors shall be sectional with one belly conveyor and one foldable output conveyor. Each conveyor shall contain its own belt and own framework allowing for easy service and maintenance.

### **Auto Reversing Fan:**

- The equipment shall be equipped with an engine fan that can reverse automatically as per programmed cycle in order to blow foreign material off the radiator screen/self-cleaning.

### **Hydraulic System:**

- Hydraulic cooling system shall be equipped with a programmable reversing fan for self-cleaning.
- It should be separate from the engine cooling system.
- Hydraulic tank 50 gallon minimum.

### **Lubrication:**

- Automatic central lubrication system for grease distribution to key lubrication points using pressurized system.

**Fuel Tank:**

- 200 gallon minimum, with vandal-proof/locking cap.

**Eco Mode:**

- Equipment will be standard equipped with Eco mode for fuel preservation
- When computer senses the hopper is empty, the engine automatically idles down to minimize fuel consumption.

**Over Band Magnet:**

- Equipment will be equipped with a high strength magnet for removing metal.
- Magnet shall have the ability to swing out of the way when not in use.
- Magnet shall be hydraulically adjustable to determine correct height above discharge conveyor.
- Left or right discharge of material possible.

**Shafts:**

- Equipment shall be a dual (two) shaft design.
- Shafts are variable speed, variable torque to allow for the shredding of the most difficult materials.
- Shafts will have a maximum of 36 RPM.
- Shafts will automatically reverse when a contaminant needs to be cleared.
- Teeth shall be easily exchanged and mounted on the shaft with one bolt per tooth.

**Screen Baskets:**

- To obtain a determined particle size, the shredder will be equipped with a screen basket system that can be easily exchanged hydraulically.
- Screens will sit below the shafts and can be changed from anything between a 2" and 12" hole size to change output product size.
- Screens shall be easily changeable with simple access from one working side of the machine.

**In-Feed Hopper:**

- Fully hydraulic and fully adjustable hopper walls.
- Operator shall be able to adjust hopper sidewall positions from the remote to assist with difficult materials.
- Hopper in combination with machine design build concept shall help to minimize dust and debris.



### **Remote:**

- Operator shall be able to start/stop the equipment from working mode from the remote.
- Operator shall be able to move the equipment from the remote.
- Operator shall be able to adjust conveyor discharge height from the remote.

### **Programs:**

- Equipment shall have 3 standard program settings that can be freely selected based on type of material and a 4th program setting that can be customized.

### **Feedstock:**

- Equipment should be easily capable of processing multiple types of input material with no modification to equipment other than screen basket size determined by required output size.

### **Safety Features:**

- Minimum four (4) emergency stop buttons (including remote).
- Fire extinguisher.

### **Operating Manuals:**

- Operating manuals shall be furnished that contain the recommended operating instructions and maintenance procedures for all systems and components being furnished. The instructions shall provide step-by-step use methods and include adequate illustrations, diagrams and other aids. Special attention shall be given to safety considerations for personnel and the equipment.

### **Systems Parts Books:**

- A parts book supporting field repair and replacement of the various components of the delivered systems shall be furnished. This book shall include exploded or cutaway drawings of numerous components and assemblies with each drawing referencing a manufacturer's part number and description.

### **Instruction:**

- The successful bidder shall fully instruct City personnel in the operation of the equipment furnished after delivery. The instruction period shall be of sufficient duration to fully familiarize City's operating personnel. The instruction shall be conducted by the successful bidder's field service technician and shall include component familiarization, theory of operation, equipment operation, field procedures, techniques of use, troubleshooting, maintenance and safety procedures. *Training provided by sales or office personnel will not be acceptable.*

**End Specification**

## This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Page 11 of 11

# **City of Scottsbluff, Nebraska**

**Monday, October 7, 2013**

**Regular Meeting**

## **Item Consent8**

**Council to approve bid specifications for the purchase of a Compost Windrow Turner for use in composting the City's biosolids, grass clippings and yard waste, and authorize the City Clerk to advertise for bids to be received on Tuesday, October 29, 2013 at 11:00 a.m.**

**Staff Contact: Mark Bohl, Public Works Director**

# Agenda Statement

Item No.

For meeting of: October 7, 2013

**AGENDA TITLE:** Council to approve bid specifications for the purchase of a Compost Windrow Turner for use in composting the City's biosolids, grass clippings and yard waste, and authorize the City Clerk to advertise for bids to be received on Tuesday, October 29, 2013 at 11:00 a.m.

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Mark Bohl, Public Works Director

**PRESENTATION BY:** Consent

**SUMMARY EXPLANATION:** *This fiscal year, the Wastewater and Environmental Service Departments are scheduled to purchase three pieces of equipment needed for the City's compost operation. The equipment is part of the improvement needed to bring our operation into compliance with State and Federal regulations.*

These bid specifications are for the purchase of a Compost Windrow Turner that will be used to mix/turn the City's biosolids, grass clippings and yard waste until it becomes a finished compost product. We have included the option of trading in a 1998 Brown Bear and a 1998 Wildcat Compost Turner toward this purchase.

These bid specifications have been reviewed by legal before bring before Council for consideration.

**BOARD/COMMISSION RECOMMENDATION:**

**STAFF RECOMMENDATION:** Staff requests that Council approve the bid specifications and authorize the City Clerk to advertise for bids to be received on October 29, 2013 at 11:00 a.m.

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## EXHIBITS

Resolution ☐

Ordinance ☐

Contract ☐

Minutes ☐

Plan/Map ☐

Other (specify) ☒ Bid Specifications

**NOTIFICATION LIST:** Yes ☐ No ☐ Further Instructions ☐

**APPROVAL FOR SUBMITTAL:** \_\_\_\_\_  
City Manager

Rev 3/1/99CClerk



## **CITY OF SCOTTSBLUFF**

**Water Reclamation  
A Division of  
Public Works  
2525 Circle Drive  
Scottsbluff, NE 69361**

# **Bid Specifications For The Purchase of One (1) New, Self-Propelled, 4 Wheel Drive Compost Windrow Turner**

**Issue Date: October 7, 2013**

**Publish Dates: Fridays – October 11<sup>th</sup>, October 18<sup>th</sup> and October 25<sup>th</sup>, 2013**

**Closing Date/Time: Tuesday, October 29, 2013 at 11:00 a.m.**

### **Contact**

**Lynn A. Garton – Water Reclamation Supervisor  
308-630-6292**

**NOTICE TO BIDDERS**  
Request for Bid Proposals  
For the Purchase of One New  
Self-Propelled 4 Wheel Drive Compost Windrow Turner

Sealed Bids will be received by the City of Scottsbluff, Nebraska at the office of the City Clerk until 11:00 A.M. on Tuesday, October 29, 2013, for furnishing One (1) New, Self-Propelled, 4 Wheel Drive, Compost Windrow Turner. Bids will include the option of trading in One (1) Used 1998 Brown Bear, Model SC36B, with 758 hours and One (1) Used 1998 Wildcat Compost Turner, Model LS117A, toward this purchase. All Bids must be received by the City Clerk, of the City of Scottsbluff, 2525 Circle Drive, Scottsbluff, NE 69361. Bids must be submitted in a sealed envelope plainly marked "Request for Bid Proposals, Self-Propelled Compost Windrow Turner". Specifications and Instructions to Bidders are available at the office of the City Clerk or on-line by going to [www.scottsbluff.org](http://www.scottsbluff.org). Inquiries may be addressed to Lynn A. Garton, Water Reclamation Supervisor, 308-630-6292 or [lgarton@scottsbluff.org](mailto:lgarton@scottsbluff.org). The Council reserves the right to reject any and all bids and to waive irregularities.

---

Cindy Dickinson  
City Clerk

Publish – 3T  
October 11, 2013  
October 18, 2013  
October 25, 2013

## INSTRUCTIONS TO BIDDERS

1. All Bids shall be submitted on the Bid Forms provided for this purpose in order that they may be properly compared and evaluated.
2. The Bid shall be for One (1) New, Self-Propelled, 4 Wheel Drive, Compost Windrow Turner.
3. The Bid shall include the option of trading in One (1) Used 1998 Brown Bear, Model SC36B, with 758 hours and One (1) Used 1998 Wildcat Compost Turner, Model LS117A, hours unknown, toward this purchase. The used equipment is listed on the Bid Form provided. Used equipment may be viewed at the City of Scottsbluff Compost Facility photos and details may be obtained by contacting the Water Reclamation Supervisor at 308-630-6292 or [lgarton@scottsbluff.org](mailto:lgarton@scottsbluff.org).
4. The Bid shall be quoted F.O.B. Scottsbluff, NE.
5. Bids shall state the make and model of proposed unit and include complete detailed specifications with manufacturer's brochure, specifying the identical model being bid.
6. The City is exempt from Federal Excise or State Sales Tax. A tax exemption certificate will be furnished by the City of Scottsbluff.
7. The Bids shall be submitted to the City Clerk's office by 11:00 A.M., October 29, 2013, in a sealed envelope, and the envelope clearly marked "Request for Bid Proposals, Self-Propelled Compost Windrow Turner."
8. The Council reserves the right to reject any and all bids and to waive any irregularities for any reason deemed necessary.
9. Award of purchase by the City will not become final until Council approval is received. Following approval a Notice of Award will be provided to the successful bidder.
10. City will pay for equipment meeting all specifications upon proper documentation of same, no sooner than the first Council meeting following delivery of same.
11. Delivery time from date order is placed to vendor shall be one hundred twenty (120) days or less.
12. Price that is stated on the Bid Proposal Form shall be good for 30 calendar days following bid opening.
13. Any items of noncompliance or variations to the minimum specification requirements listed on the following pages shall be written and submitted with the Bid Proposal.
14. Actual equipment being bid must be available for inspection by City personnel after the bids are opened and before the next council meeting when the purchase will be approved.





## **MINIMUM SPECIFICATIONS FOR ONE (1) NEW, SELF-PROPELLED 4 WHEEL DRIVE COMPOST WINDROW TURNER**

### **General:**

- It is the intent of these specifications to establish minimum requirements for One (1) New, Self-Propelled 4 Wheel Drive Compost Windrow Turner capable of processing organic materials. This equipment shall be a Komptech X53 or equivalent. This equipment shall include all manufactures advertised standard equipment that meets or exceeds the following specifications unless otherwise specified.
- Equipment shall be of good commercial quality for the intended service and shall be produced by use of such manufacturing processes.
- Equipment shall be treated to resist rust and corrosion. The design of the mechanical members shall be such that the stress imposed through normal use shall not cause rupture or permanent deformation on any member.
- Bidders must submit with their bid, the latest printed specifications and advertising literature on the models they propose to furnish.
- It will be necessary for the successful bidder to furnish all necessary and desirable information and instructions for the proper operation of the equipment by the employees of the City of Scottsbluff, including but not limited to operational manual, parts manual, shop repair, electrical diagram, service manual and two legible copies of the manufacture's line sheets.
- Bidders shall submit a synopsis of non-compliant issues with their respective bid.
- The City of Scottsbluff has evaluated different types of equipment and has determined that this equipment is best suited for its needs in safety, quality, performance and standardization. This specification is not to be interpreted as restrictive, but rather as a measure of the safety, quality and performance against which all equipment bids will be compared. In comparing proposals, consideration will not be confined to price only. Contract will be awarded for the equipment which best serves the interests of the City of Scottsbluff when cost, equipment, safety, quality and delivery are considered. The City of Scottsbluff reserves the right to reject any or all bids or any part thereof, and to waive any minor technicalities. A contract will be awarded to the bidder submitting the lowest responsible bid meeting the exact requirements of this specification.
- Bids will be accepted for consideration on any make or model that is equal or superior to the equipment specified. Decisions of equivalency will be at the sole interpretation of the City of Scottsbluff.

- All equipment furnished shall be new, unused and the same as manufacturer's current productions model. Accessories not specifically mentioned herein, but necessary to furnish complete equipment ready for use, shall also be included. Equipment shall conform to the best practice known to the body trade in design, quality of materials and workmanship. Assemblies, sub-assemblies and component parts shall be standard and interchangeable throughout the entire quantity of equipment as specified in this invitation to bid. The equipment furnished shall conform to ANSI Safety Standard Z245.1-1999.
- Successful bidder shall provide component information consisting of serial and part numbers for all components of equipment, including but not limited to: Engine, generator, axles, hydraulic pump, and gearboxes, to assist in ordering parts in the future.

#### **Literature:**

- Two (2) copies of the following manuals/drawings shall be furnished upon delivery of the equipment:
  - Electrical diagram.
  - Hydraulic diagram.
  - Hydraulic schematics.
  - Service shop repair manuals.
  - Operator's manuals.
  - Parts manuals.
  - Manufacturers line build sheet.
  - In lieu of two copies of the manuals, the city would prefer one of the copies of the complete literature to be in compact disc format, if available.

#### **Warranty:**

- One year unlimited 100% parts and labor, **to begin no earlier than the date of delivery, and our acceptance of the machine.**
- Two year unlimited power train 100% parts and labor for a total of three years warranty.
- The successful bidder shall respond to all calls for warranty work within 48 hours of being notified by Scottsbluff Environmental Service personnel. To clarify, respond refers to being on site repairing.
- If successful bidder cannot respond within 48 hours then a local service facility shall be provided for service at no expense to the City of Scottsbluff. State the location and distance of the servicing facility when submitting the bid.
- If the equipment won't be back in service within 7 calendar days of being notified, the successful bidder will provide a like machine to keep operations going at no cost to the City.
- The successful bidder shall maintain and/or have access to parts inventory during the warranty period. If this is not possible, Note Exception when submitting bid.
- The City of Scottsbluff will not be liable for freight charges during warranty period, due to dealer not stocking parts.

- All in service policies and warranties shall be delivered with the equipment at the time of delivery.

#### **Parts Availability:**

- All parts that are essential to the operation of this equipment shall be made available to the City within 2 calendar days after being notified.

### **DETAILED SPECIFICATIONS**

#### **Weights and Dimensions:**

- Approximate weight – 32,500 lbs.
- Dimensions- **Wheel Model** (L x W x H)  

<u>Work:</u>	<u>Transport:</u>
13'10" x 17'7" x 13'	17'7" x 9'10" x 9'6"
- Tire size 14.5 x 20, foam-filled

#### **Engine:**

- The engine is to be located in an enclosed compartment on the side of the turner.
- The engine is to be CAT C9 ACERT or equivalent, minimum 330HP @ 2100 RPM, Tier 3 compliant.
- The engine should meet all current State and Federal regulations.
- The engine shall include all of the following:
  - Turbocharger and intercooler.
  - Automatic shut down for low oil pressure.
  - Low coolant level shut down.
  - High coolant temperature shut down.
  - Pressurized cooling system.
  - Heavy-duty two stage air filter with restriction indicator.
  - Engine block heater.

#### **Auto Reversing Fan:**

- The equipment shall be equipped with an engine fan that can reverse automatically as per programmed cycle in order to blow foreign material off the radiator screen/self-cleaning.

#### **Hydraulic System:**

- Hydraulic cooling system shall be a totally separate compartment from the engine cooling system.
- Hydraulic tank 50 gallon minimum.

- Hydraulic cooling system shall be equipped with a programmable reversing fan/self-cleaning

#### **Lubrication:**

- Automatic central lubrication system.

#### **Fuel Tank:**

- 80 gallon minimum, with vandal-proof/locking cap.

#### **Cab:**

- Operator shall be located on the front centerline of the equipment.
- Cab must allow 180 degree panoramic unobstructed view.
- Cab must be easily accessible with safety rails.
- Cab shall have the ability to be raised and lowered hydraulically to an approximate transport height of 10 ft. so it fits on Lowboy trailer for easy transport without special permits.
- Cab shall be pressurized, multi-stage air filtered, air-conditioned and heated.
- Tinted safety glass.
- Adjustable operator's seat.
- Keyed door lock.
- Wipers and washers on front, side, and rear glass windshields.
- First Aid Kit.
- Joystick controls integrated into armrests.

#### **Safety Features:**

- Minimum four (4) halogen lights, two front/two rear.
- Amber rotating beacon.
- Back-up alarm.
- Heated exterior mirrors.

#### **Platform:**

- Operator's platform shall provide safe and convenient access to cab.
- Access to platform shall be by minimum of one ladder with grab rails.
- Deck shall be of non-slip steel mesh or equivalent.
- Deck shall have safety guardrail system.

#### **Rotor:**

- Fully hydraulically driven, must be able to stop, start, and reverse rotation while under full load.
- Rotor design for uniform and thorough composting of material using tool placement for maximum effect, effectively mixing, blending and turning the organic material in windrow 'inside-out' during each pass.

- Rotor speed 0-200 RPM minimum, with diameter minimum 45”.
- Rotor speed infinitely variable and adjustable under load.
- Rotor tools, minimum 70 wear plates, high-strength steel, mounted to tool holders welded to drum, minimum 2 bolts on each plate.
- Rotor height hydraulically adjustable with the chassis from 0” -14” height.

#### **Undercarriage:**

- Four-wheel drive hydraulically driven, speed 0-2.5 MPH, controlled by joystick in cab.
- Automatic, central, grease distribution to key lubrication points using pressurized system.
- ‘Plows’ must be able to move material from in front of wheels into the path of the rotor.

#### **Windrow Information:**

- Windrow width minimum 16’5”.
- Windrow height minimum 7’10”
- Windrow placement may be toe-to-toe for maximum space utilization.

#### **Service:**

- The equipment should also incorporate a self-diagnostic package which is capable of displaying, on the main display panel in simple English terms (not code numbers) any faults or maintenance required with the equipment during operation. At a minimum this should include low engine oil pressure, low hydraulic oil level, high oil temperatures, loose electrical connection (or wire break and identify by number), low diesel level, primary and/or secondary air filter condition, diesel filter condition, etc.
- There should also be a GSM system that allows a connection between the equipment and the Factory and aid in any diagnosis of machine or engine maintenance or repair. This connection and monthly service should be included in the bid pricing.

#### **Operating Manuals:**

- Operating manuals shall be furnished that contain the recommended operating instructions and maintenance procedures for all systems and components being furnished. The instructions shall provided step-by-step use methods and include adequate illustrations, diagrams and other aids. Special attention shall be given to safety considerations for personnel and the equipment.

**Systems Parts Books:**

- A parts book supporting field repair and replacement of the various components of the delivered systems shall be furnished. This book shall include exploded or cutaway drawings of numerous components and assemblies with each drawing referencing a manufacturer's part number and description.

**Instruction:**

- The successful bidder shall fully instruct City personnel in the operation of the equipment furnished after delivery. The instruction period shall be of sufficient duration to fully familiarize the City's operating personnel. The instruction shall be conducted by the successful bidder's field service technician and shall include component familiarization, theory of operation, equipment operation, field procedures, techniques of use, troubleshooting, maintenance and safety procedures. *Training provided by sales or office personnel will not be acceptable.*

**End Specification**

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Page 11 of 11

# **City of Scottsbluff, Nebraska**

**Monday, October 7, 2013**

**Regular Meeting**

## **Item Consent9**

**Council to approve bid specifications for the purchase of a Mobile Star Screen for use in composting the City's biosolids, grass clippings and yard waste, and authorize the City Clerk to advertise for bids to be received on Tuesday, October 29, 2013 at 11:00 a.m.**

**Staff Contact: Mark Bohl, Public Works Director**



# Agenda Statement

Item No.

For meeting of: October 7, 2013

**AGENDA TITLE:** Council to approve bid specifications for the purchase of a Mobile Star Screen for use in composting the City's biosolids, grass clippings and yard waste, and authorize the City Clerk to advertise for bids to be received on Tuesday, October 29, 2013 at 11:00 a.m.

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Mark Bohl, Public Works Director

**PRESENTATION BY:** Consent

**SUMMARY EXPLANATION:** *This fiscal year, the Wastewater and Environmental Service Departments are scheduled to purchase three pieces of equipment needed for the City's compost operation. The equipment is part of the improvement needed to bring our operation into compliance with State and Federal regulations.*

These bid specifications are for the purchase of a Mobile Star Screen that will be used to remove undesirable materials like plastic, metals and twigs from the compost we produce. We have included the option of trading in a 2001 Trammel Screen toward this purchase.

These bid specifications have been reviewed by legal before bring before Council for consideration.

## **BOARD/COMMISSION RECOMMENDATION:**

**STAFF RECOMMENDATION:** Staff requests that Council approve the bid specifications and authorize the City Clerk to advertise for bids to be received on October 29, 2013 at 11:00 a.m.

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### **EXHIBITS**

Resolution ☐ Ordinance ☐ Contract ☐ Minutes ☐ Plan/Map ☐

Other (specify) ☒ Bid Specifications \_\_\_\_\_

**NOTIFICATION LIST:** Yes ☐ No ☐ Further Instructions ☐

**APPROVAL FOR SUBMITTAL:** \_\_\_\_\_  
City Manager

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Rev 3/1/99CClerk



## **CITY OF SCOTTSBLUFF**

**Water Reclamation  
A Division of  
Public Works  
2525 Circle Drive  
Scottsbluff, NE 69361**

# **Bid Specifications For The Purchase of One (1) New, Current Model Year, Mobile Star Screen**

**Issue Date: October 7, 2013**

**Publish Dates: Fridays – October 11<sup>th</sup>, October 18<sup>th</sup> and October 25<sup>th</sup>, 2013**

**Closing Date/Time: Tuesday, October 29, 2013 at 11:00 a.m.**

### **Contact**

**Lynn A. Garton – Water Reclamation Supervisor  
308-630-6292**

**NOTICE TO BIDDERS**  
Request for Bid Proposals  
For the Purchase of One New  
Current Model Year Mobile Star Screen

Sealed Bids will be received by the City of Scottsbluff, Nebraska at the office of the City Clerk until 11:00 A.M. on Tuesday, October 29, 2013, for furnishing One (1) New, Current Model Year, Mobile Star Screen. Bids will include the option of trading in One (1) Used 2001 Wildcat Trammel Screen, Model RHC 5-70, with 1083.5 hours, toward this purchase. All Bids must be received by the City Clerk, of the City of Scottsbluff, 2525 Circle Drive, Scottsbluff, NE 69361. Bids must be submitted in a sealed envelope plainly marked "Request for Bid Proposals, Mobile Star Screen". Specifications and Instructions to Bidders are available at the office of the City Clerk or on-line by going to [www.scottsbluff.org](http://www.scottsbluff.org). Inquiries may be addressed to Lynn A. Garton, Water Reclamation Supervisor, 308-630-6292 or [lgarton@scottsbluff.org](mailto:lgarton@scottsbluff.org). The Council reserves the right to reject any and all bids and to waive irregularities.

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Cindy Dickinson  
City Clerk

Publish – 3T  
October 11, 2013  
October 18, 2013  
October 25, 2013

## INSTRUCTIONS TO BIDDERS

1. All Bids shall be submitted on the Bid Forms provided for this purpose in order that they may be properly compared and evaluated.
2. The Bid shall be for One (1) New, Current Model Year, Mobile Star Screen.
3. The Bid shall include the option of trading in One (1) Used 2001 Wildcat Trammel Screen, Model RHC 5-70 with 1083.5 hours, toward this purchase. The used equipment is listed on the Bid Form provided. Used equipment may be viewed at the City of Scottsbluff Compost Facility photos and details may be obtained by contacting the Water Reclamation Supervisor at 308-630-6292 or [lgarton@scottsbluff.org](mailto:lgarton@scottsbluff.org).
4. The Bid shall be quoted F.O.B. Scottsbluff, NE.
5. Bids shall state the make and model of proposed unit and include complete detailed specifications with manufacturer's brochure, specifying the identical model being bid.
6. The City is exempt from Federal Excise or State Sales Tax. A tax exemption certificate will be furnished by the City of Scottsbluff.
7. The Bids shall be submitted to the City Clerk's office by 11:00 A.M., October 29, 2013, in a sealed envelope, and the envelope clearly marked "Request for Bid Proposals, Mobile Star Screen."
8. The Council reserves the right to reject any and all bids and to waive any irregularities for any reason deemed necessary.
9. Award of purchase by the City will not become final until Council approval is received. Following approval a Notice of Award will be provided to the successful bidder.
10. City will pay for equipment meeting all specifications upon proper documentation of same, no sooner than the first Council meeting following delivery of same.
11. Delivery time from date order is placed to vendor shall be one hundred twenty (120) days or less.
12. Price that is stated on the Bid Proposal Form shall be good for 30 calendar days following bid opening.
13. Any items of noncompliance or variations to the minimum specification requirements listed on the following pages shall be written and submitted with the Bid Proposal.
14. Actual equipment being bid must be available for inspection by City personnel after the bids are opened and before the next council meeting when the purchase will be approved.



## **MINIMUM SPECIFICATIONS FOR ONE (1) NEW, CURRENT MODEL YEAR, MOBILE STAR SCREEN**

### **General:**

- It is the intent of these specifications to establish minimum requirements for One (1) New, Current Model Year, Mobile Star Screen. This equipment shall include all manufactures advertised standard equipment that meets or exceeds the following specifications unless otherwise specified.
- Equipment shall be of good commercial quality for the intended service and shall be produced by use of such manufacturing processes.
- Equipment shall be treated to resist rust and corrosion. The design of the mechanical members shall be such that the stress imposed through normal use shall not cause rupture or permanent deformation on any member.
- Bidders must submit with their bid, the latest printed specifications and advertising literature on the models they propose to furnish.
- It will be necessary for the successful bidder to furnish all necessary and desirable information and instructions for the proper operation of the equipment by the employees of the City of Scottsbluff, including but not limited to operational manual, parts manual, shop repair, electrical diagram, service manual and two legible copies of the manufacture's line sheets.
- Bidders shall submit a synopsis of non-compliant issues with their respective bid.
- The City of Scottsbluff has evaluated different types of equipment and has determined that this equipment is best suited for its needs in safety, quality, performance and standardization. This specification is not to be interpreted as restrictive, but rather as a measure of the safety, quality and performance against which all equipment bids will be compared. In comparing proposals, consideration will not be confined to price only. Contract will be awarded for the equipment which best serves the interests of the City of Scottsbluff when cost, equipment, safety, quality and delivery are considered. The City of Scottsbluff reserves the right to reject any or all bids or any part thereof, and to waive any minor technicalities. A contract will be awarded to the bidder submitting the lowest responsible bid meeting the exact requirements of this specification.
- Bids will be accepted for consideration on any make or model that is equal or superior to the equipment specified. Decisions of equivalency will be at the sole interpretation of the City of Scottsbluff.

- All equipment furnished shall be new, unused and the same as manufacturer's current productions model. Accessories not specifically mentioned herein, but necessary to furnish complete equipment ready for use, shall also be included. Equipment shall conform to the best practice known to the body trade in design, quality of materials and workmanship. Assemblies, sub-assemblies and component parts shall be standard and interchangeable throughout the entire quantity of equipment as specified in this invitation to bid. The equipment furnished shall conform to ANSI Safety Standard Z245.1-1999.
- Successful bidder shall provide component information consisting of serial and part numbers for all components of equipment, including but not limited to: Engine, generator, axles, hydraulic pump, and gearboxes, to assist in ordering parts in the future.

#### **Literature:**

- Two (2) copies of the following manuals/drawings shall be furnished upon delivery of the equipment:
  - Electrical diagram.
  - Hydraulic diagram.
  - Hydraulic schematics.
  - Service ship repair manuals.
  - Operator's manuals.
  - Parts manuals.
  - Manufacturers line build sheet.
  - In lieu of two copies of the manuals, the city would prefer one of the copies of the complete literature to be in compact disc format, if available.

#### **Warranty:**

- One year unlimited 100% parts and labor, **to begin no earlier than the date of delivery, and our acceptance of the machine.**
- Two year unlimited power train 100% parts and labor for a total of three years warranty.
- The successful bidder shall respond to all calls for warranty work within 48 hours of being notified by Scottsbluff Environmental Service personnel. To clarify, respond refers to being on site repairing.
- If successful bidder cannot respond within 48 hours then a local service facility shall be provided for service at no expense to the City of Scottsbluff. State the location and distance of the servicing facility when submitting the bid.
- If the equipment won't be back in service within 7 calendar days of being notified, the successful bidder will provide a like machine to keep operations going at no cost to the City.
- The successful bidder shall maintain and/or have access to parts inventory during the warranty period. If this is not possible, Note Exception when submitting bid.
- The City of Scottsbluff will not be liable for freight charges during warranty period, due to dealer not stocking parts.

- All in service policies and warranties shall be delivered with the equipment at the time of delivery.

**Parts Availability:**

- All parts that are essential to the operation of this equipment shall be made available to the City within 2 calendar days after being notified.

**DETAILED SPECIFICATIONS**

**Compost Screen General:**

- Must have a minimum throughput capability of 150 cubic yards per hour.
- Equipment must be capable of operating in temperatures between -20°F and 110°F.
- Must be capable of processing yard waste, compost and mulch.
- Must be completely assembled.
- Trailer mounted, completely portable and capable of being legally transported on all state and local highways.
- Diesel & electric engine powered, equipment must be able to run on diesel and have the ability to be fully operational with the use of 480 volt 3 phase power.

**Dimensions:**

- Transport width: 8'6" maximum.
- Transport length: 40' maximum.
- Transport height: 13'1" maximum.
- Weight: 34,000 lbs. maximum.
- Hopper shall be 6.5 cu yards, minimum.

**Diesel Engine/Generator:**

- Must be tier III compliant, minimum.
- 50 HP diesel engine.
- Shall have the ability to run consistently for a minimum of 30 hours without refueling.
- Shall have the ability to run by diesel power and electrically, without any major conversion.
- Must have the ability to run off of 480V/60Hz ground power.
- Shall have a self-cleaning automatically reversing coolant fan.

**Control Panel/Instrumentation:**

- Touch screen controls, mounted in a lockable enclosure.



- Control panel shall be located safely away from all moving parts.
- Shall include the following gauges:
  - Hour meter.
  - Tachometer.
  - Ammeter and/or voltmeter.
  - Engine temperature gauge with warning light.
  - Engine oil pressure gauge with warning light.
- All gauges shall be clearly marked with permanent labels.
- Shall include low oil pressure and high temperature safety shutdown with warning lights, to prevent damage to the engine.

#### **Electrical:**

- Shall run on 480V/60Hz.
- Shall include an auxiliary plug, pre-installed and wired to power auxiliary electric stacking conveyor.

#### **Fuel Tank:**

- Tank shall be 78 gallon capacity, minimum.
- Shall be shock mounted and lockable.
- Shall be delivered with a full tank of fuel.

#### **Chassis:**

- Shall be complete towable unit with ABS brakes, tires, axles and suspension.
- Shall be heavy-duty steel construction trailer rated at no less than 20,000 lbs. per axle.
- Overall height of unit with conveyors in transport position shall not exceed 13' 1", maximum.

#### **Suspension:**

- Shall be leaf spring suspension.

#### **Axles:**

- Axles shall be rated at 20,000 lbs capacity, minimum.

#### **Landing Gear:**

- One pair of 36" hydraulically controlled landing gear with pads to provide a level trailer frame.

**Brakes:**

- Shall be full air trailer brakes on all wheels.
- Factory ABS brake system.
- Shall comply with all Federal, State and Local rules and regulations.

**Drive Train:**

- All hydraulic circuits shall include overload protection.
- Hydraulics shall only be necessary for auxiliary functions, such as preparing the equipment for working or transport mode.
- Primary equipment operation shall be powered with electric motors.

**In-Feed Hopper:**

- Hopper shall have a capacity of 6.5 cubic yards, minimum.
- Hopper shall be made of minimum ¼" steel plate.
- Backside (non-feed) side of the feed hopper shall have an extended plate to minimize loader spillage.
- Continuous adjustable rubber flashing shall be in contact with the belt at all times.
- The hopper shall be supported by the chassis.
- Hopper shall be adjustable to feed from either side of the screening plant.
- Hopper belt shall be automatically self-adjusting to minimize wear and tracking issues.

**Screen Mechanism/Programs:**

- Screening mechanism must be able to screen ⅜", ½", ¾" and 1" products without a physical screen change.
- Shall have the ability to save programs for different finished products which can be preselected by a touch display.

**Separation System:**

- Shall include a vacuum/plastic separation system and be integrated into the equipment for transport.
- Outlet hose shall be abrasion and chemical resistant.
- Vacuum suction power must be adjustable.
- Shall be equipped with a tarp which can be used on a container to capture plastic.

**Self-Cleaning:**

- Screen must have a continuous self-cleaning mechanism for wet sticky material which prevents clogging.
- Cleaning mechanism shall be in the form of a replaceable cleaning element to protect each individual star from wear.

### **Operating Manuals:**

- Operating manuals shall be furnished that contain the recommended operating instructions and maintenance procedures for all systems and components being furnished. The instructions shall provided step-by-step use methods and include adequate illustrations, diagrams and other aids. Special attention shall be given to safety considerations for personnel and the equipment.

### **Systems Parts Books:**

- A parts book supporting field repair and replacement of the various components of the delivered systems shall be furnished. This book shall include exploded or cutaway drawings of numerous components and assemblies with each drawing referencing a manufacturer's part number and description.

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- The successful bidder shall fully instruct City personnel in the operation of the equipment furnished after delivery. The instruction period shall be of sufficient duration to fully familiarize the City's operating personnel. The instruction shall be conducted by the successful bidder's field service technician and shall include component familiarization, theory of operation, equipment operation, field procedures, techniques of use, troubleshooting, maintenance and safety procedures. *Training provided by sales or office personnel will not be acceptable.*

### **End Specification**

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# **City of Scottsbluff, Nebraska**

**Monday, October 7, 2013**

**Regular Meeting**

## **Item Claims1**

### **Regular Claims**

**Staff Contact: Renae Griffiths, Finance Director**

# CLAIMS

October 7, 2013

Pay Period  
9/9/13 - 9/22/13

Federal Withholding	EE	\$	24,721.50		EE				
FICA	EE	\$	12,485.53	ER	\$	12,485.53	EE	ER	
Medicare	EE	\$	3,414.97	ER	\$	3,414.97	EE	ER	
									Total \$ 56,522.50
<u>Regional Care Inc. (RCI)</u>	\$	395.46	(Sept 17 2013)				Flex Benefit plan		
	\$	35,288.95	(Sept 20, 2013)				Medical Claims Expense		
	\$	-	(Sept 24, 2013)				Flex Benefit plan		
	\$	7,566.76	(Sept 27, 2013)				Medical Claims Expense		
	\$	366.00	(Oct 1, 2013)				Flex Benefit plan		
	\$	8,283.32	(Oct 4, 2013)						
									Total \$ 51,900.49
<u>Wells Fargo (retirement)</u>									
General Retirement		\$	12,823.44						
Fire Retirement		\$	6,000.48						
Police Retirement		\$	7,655.05						
									Total \$ 26,478.97
<u>Nebr Child Support Payment Center</u>		\$	2,217.16						Total \$ 2,217.16
<u>PVNB-Health Savings Acct</u>									
	EE	\$	9,833.46						
	ER	\$	2,142.50						
									Total \$ 11,975.96
<u>State of Nebraska Payments (pd via ACH)</u>									
Sales & Use Tax	Paid	9/20/2013	\$	30,600.91					
State Payroll W/H	Paid								Total \$ 30,600.91

# City of Scottsbluff

## City Council Claims for October 7, 2013

### KRISTINE ACKER - \$78.94

WATER		DEPOSIT REFUND	\$78.94
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### KRISTINE ACKER - \$23.09

WATER		UTILITY REFUND	\$23.09
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### ACTION COMMUNICATION INC. - \$5,069.00

GENERAL	FIRE	2 1500 MOBILE 10-50 WATT & INSTALL-RWMC	\$2,534.50
GENERAL	POLICE	2 1500 MOBILE 10-50 WATT & INSTALL-RWMC	\$2,534.50

### ADVANCE AUTO PARTS - \$19.98

GENERAL	FIRE	1 EA EQUIPMENT PARTS	\$19.98
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### ADVERTISING SPECIALTIES INK. - \$6.00

GENERAL	FIRE	1 EA UNIFORM EMBROIDERY	\$6.00
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### AHLERS BAKING INC - \$43.96

GENERAL	POLICE	1 EA TRAINING HOSTED/INV# 203783	\$43.96
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### AIRGAS USA, LLC - \$190.75

ENVIRONMENTAL SERVICES	ENVIRONMENTAL SERVIC	1 EA WELDING WIRE	\$190.75
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### ALAMAR UNIFORMS - \$56.45

GENERAL	POLICE	1 EA UNIFORMS/INV# 422155	\$56.45
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### ALAMAR UNIFORMS - \$109.76

GENERAL	POLICE	1 EA STOP SIGNS/INV# 422981	\$109.76
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### ALAMAR UNIFORMS - \$2,975.00

PUBLIC SAFETY	POLICE	1 EA CIP PO#4/BODY ARMOUR/INV# 423714	\$2,975.00
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### ALLO COMMUNICATIONS - \$4,673.57

GENERAL	FINANCE	LOCAL TELEPHONE CHARGES	\$234.77
GENERAL	PERSONNEL	LOCAL TELEPHONE CHARGES	\$69.22
GENERAL	CITY MANAGER	LOCAL TELEPHONE CHARGES	\$67.72
GENERAL	CITY CLERK	LOCAL TELEPHONE CHARGES	\$37.04
GENERAL	MIS	LOCAL TELEPHONE CHARGES	\$227.72
GENERAL	DEVELOPMENT SERVICES	LOCAL TELEPHONE CHARGES	\$210.66
GENERAL	FIRE	LOCAL TELEPHONE CHARGES	\$290.77
GENERAL	POLICE	LOCAL TELEPHONE CHARGES	\$1,613.66
GENERAL	LIBRARY	LOCAL TELEPHONE CHARGES	\$550.83
GENERAL	PARKS	LOCAL TELEPHONE CHARGES	\$170.06
GENERAL	RECREATION	LOCAL TELEPHONE CHARGES	\$168.56
TRANSPORTATION	TRANSPORTATION	LOCAL TELEPHONE CHARGES	\$516.95
CEMETERY	CEMETERY	LOCAL TELEPHONE CHARGES	\$69.22
ENVIRONMENTAL SERVICES	ENVIRONMENTAL SERVIC	LOCAL TELEPHONE CHARGES	\$141.45
WASTEWATER	WASTEWATER	LOCAL TELEPHONE CHARGES	\$133.94
WATER	WATER	LOCAL TELEPHONE CHARGES	\$102.34
GIS SERVICES	GIS	LOCAL TELEPHONE CHARGES	\$34.04
STORMWATER	STORMWATER	LOCAL TELEPHONE CHARGES	\$34.62

### AMAZON.COM HEADQUARTERS - \$1,220.00

REGIONAL LIBRARY	LIBRARY	1 BOOKS - ADULT COLLECTION	\$1,220.00
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### AMAZON.COM HEADQUARTERS - \$2,149.77

GENERAL	LIBRARY	1 BOOKS ADULT COLLECTION	\$1,686.63
GENERAL	LIBRARY	1 DEPT SUPPLIES - GENERAL	\$463.14

### ANDERSON CONSULTING ENGINEERS, INC - \$2,029.00

WATER	WATER	1 EA FLOOD PLAIN MITIGATION/WA	\$676.33
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# City of Scottsbluff

## City Council Claims for October 7, 2013

WASTEWATER	WASTEWATER	1 EA FLOOD PLAIN MITIGATION/WW	\$676.34
STORMWATER	STORMWATER	1 EA FLOOD PLAIN MITIGATION/SW	\$676.33
<b><u>AULICK IND TRUCK &amp; TRAILER - \$2,664.57</u></b>			
WATER	WATER	1 EA HYDRAULICK PUMP REPL. DUMP TRK/WA	\$2,664.57
<b><u>BAKER &amp; ASSOCIATES INC - \$2,187.50</u></b>			
WATER	WATER	1 EA RADIOLOGICAL CONTAMINANT STUDY/WA	\$2,187.50
<b><u>BAKER &amp; TAYLOR CO - \$92.42</u></b>			
REGIONAL LIBRARY	LIBRARY	1 BOOKS - YA/TEEN	\$92.42
<b><u>BEEHIVE INDUSTRIES,LLC - \$25,300.00</u></b>			
WATER	WATER	ANNUAL SOFTWARE MAINT FEE	\$8,433.00
WASTEWATER	WASTEWATER	ANNUAL SOFTWARE MAINT FEE	\$8,434.00
STORMWATER	STORMWATER	ANNUAL SOFTWARE MAINT FEE	\$8,433.00
<b><u>BENZEL PEST CONTROL - \$145.00</u></b>			
SPECIAL PROJECTS	POLICE	1 EA WASPS/FIREARM RANGE/INV#92463	\$145.00
<b><u>BLUFFS SANITARY SUPPLY INC. - \$162.45</u></b>			
GENERAL	LIBRARY	1 JANITORIAL SUPPLIES	\$162.45
<b><u>BLUFFS SANITARY SUPPLY INC. - \$299.99</u></b>			
GENERAL	LIBRARY	1 JANITORIAL SUPPLIES	\$299.99
<b><u>BLUFFS SANITARY SUPPLY INC. - \$241.57</u></b>			
GENERAL	FIRE	1 EA JANIT SUPPL/INV# 287018/FIRE	\$63.28
GENERAL	POLICE	1 EA JANIT SUPPL/INV# 287018/POLICE	\$63.29
GENERAL	FIRE	1 EA DEPT SUPPL/INV# 287018/FIRE	\$57.50
GENERAL	POLICE	1 EA DEPT SUPPL/INV# 287018/POLICE	\$57.50
<b><u>BLUFFS SANITARY SUPPLY INC. - \$189.95</u></b>			
GENERAL	FIRE	1 EA DEPARTMENT SUPPLIES	\$189.95
<b><u>BLUFFS SANITARY SUPPLY INC. - \$15.30</u></b>			
ENVIRONMENTAL SERVICES	ENVIRONMENTAL SERVIC	1 EA BREAK ROOM SUPPLIES	\$15.30
<b><u>BLUFFS SANITARY SUPPLY INC. - \$122.66</u></b>			
GENERAL	FINANCE	BATHROOM SUPPLIES & CLEANERS	\$122.66
<b><u>JOHN DEERE FINANCIAL - \$41.98</u></b>			
GENERAL	PARKS	1 53061761 Overshoes	\$41.98
<b><u>BROWN'S SHOE FIT CO - \$143.99</u></b>			
WASTEWATER	WASTEWATER	1 EA STEEL TOE BOOTS-LOGAN/WW	\$143.99
<b><u>WILMA BUCHHAMMER - \$92.96</u></b>			
WATER		UTILITY REFUND	\$92.96
<b><u>BUD'S RADIATOR, INC - \$138.10</u></b>			
ENVIRONMENTAL SERVICES	ENVIRONMENTAL SERVIC	1 EA RADIATOR REPAIR FOR 817	\$138.10
<b><u>C &amp; C VENTURES LLC - \$18.49</u></b>			
WATER		UTILITY REFUND	\$18.49
<b><u>CHRIS CALVERT - \$1,380.00</u></b>			
GENERAL	POLICE	NLETC ACADEMY BASIC	\$1,380.00
<b><u>APRIL M CAMARILLO - \$12.18</u></b>			
WATER		UTILITY REFUND	\$12.18
<b><u>CAPITAL BUSINESS SYSTEMS INC. - \$97.60</u></b>			
GENERAL	LIBRARY	1 COPIER MAINTENANCE	\$97.60
<b><u>CAPITAL BUSINESS SYSTEMS INC. - \$38.80</u></b>			
GENERAL	FINANCE	MNTHLY MAINT & SVC CNTRCT,8/7/13-9/6/13	\$38.80



# City of Scottsbluff

## City Council Claims for October 7, 2013

### **CENTURY LUMBER CENTER - \$12.58**

TRANSPORTATION	TRANSPORTATION	1 EA SUPP/ SEWER PIPE/CEMENT/TRANS	\$12.58
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### **CITY OF GERING - \$12.00**

GENERAL	PARKS	1 118919 Landfill waste	\$12.00
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### **COLONIAL LIFE & ACCIDENT INS CORP, INC - \$48.70**

CASH & INVESTMENT POOL		SUPPLEMENTAL LIFE INS/EE	\$22.75
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CASH & INVESTMENT POOL		SUPPLEMENTAL DISABILITY INS/EE	\$25.95
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### **CONTRACTORS MATERIALS INC. - \$8.43**

TRANSPORTATION	TRANSPORTATION	1 EA SUPP/PAINT/BLADES/ETC. TRANS	\$8.43
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### **CONTRACTORS MATERIALS INC. - \$133.03**

GENERAL	PARKS	1 186795 Paint, tools 186945 Earplugs	\$133.03
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### **CREATIVE SIGNS BY COZAD - \$3,158.00**

SPECIAL PROJECTS	COUNCIL	REIMB ON GRANT EXPENSES	\$3,158.00
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### **CREDIT MANAGEMENT SERVICES INC. - \$203.42**

CASH & INVESTMENT POOL		WAGE ATTACHMENT	\$203.42
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### **MARGO CRESS - \$66.08**

WATER		UTILITY REFUND	\$66.08
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### **CULLIGAN INC. - \$16.20**

GENERAL	FIRE	1 EA BLDG MAINT/INV# 448783/FIRE	\$8.10
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GENERAL	POLICE	1 EA BLDG MAINT/INV# 448783/POLICE	\$8.10
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### **DALE'S TIRE & RETREADING, INC. - \$141.23**

GENERAL	PARKS	1 (5) Flat Repair, tube	\$115.23
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GENERAL	PARKS	TIRE DISPOSAL	\$26.00
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### **DANKO EMERGENCY EQUIPMENT CO - \$1,528.00**

PUBLIC SAFETY	FIRE	1 EA 2 NOZZLES AND FOAM ADAPTOR	\$1,528.00
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### **ANA DOMINGUEZ - \$31.27**

WATER		DEPOSIT REFUND	\$31.27
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### **ED ROEHR SAFETY PRODUCTS - \$1,719.23**

GENERAL	POLICE	1 EA TASER BATTS/INV# 394875	\$220.24
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GENERAL	POLICE	1 EA TASER CARTRIDGES/INV# 395001	\$1,498.99
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### **EMERGENCY APPARATUS MAINT INC - \$2,407.29**

GENERAL	FIRE	1 EA PUMP TEST AND SERVICE T-1,E-1,E-2	\$2,407.29
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### **JERRY FERTIG - \$9.39**

WATER		UTILITY REFUND	\$9.39
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### **FIRST STATE BANK - \$5,902.25**

DEBT SERVICE	FINANCE	PAYMNT ON WARRANT INTEREST DUE 9-30-13	\$5,902.25
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### **D&D COMMUNICATIONS - \$377.00**

GENERAL	POLICE	1 EA EQUIP MAINT/INV# 37152	\$377.00
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### **D&D COMMUNICATIONS - \$1,448.30**

GENERAL	POLICE	1 EA EQUIP MAINT/INV# 37657	\$98.30
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GENERAL	POLICE	1 EA VEH MAINT/INV# 37933	\$1,350.00
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### **D&D COMMUNICATIONS - \$4,263.23**

PUBLIC SAFETY	POLICE	1 EA CIPPO#1-NEW CARS/INV# 37580	\$4,263.23
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### **D&D COMMUNICATIONS - \$98.30**

GENERAL	POLICE	1 EA EQUIP MAINT/INV# 37657	\$98.30
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### **FLOYD'S SALES & SERV INC. - \$189,999.00**

ENVIRONMENTAL SERVICES	ENVIRONMENTAL SERVIC	1 EA NEW FREIGHTLINER REFUSE TRUCK	\$189,999.00
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# City of Scottsbluff

## City Council Claims for October 7, 2013

### **FRANK IMPLEMENT INC. - \$500.24**

GENERAL	PARKS	1 (2) Lift link, filters, blade	\$500.24
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### **RYAN FRIES - \$31.27**

WATER		DEPOSIT REFUND	\$31.27
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### **COREY FULLER - \$1,380.00**

GENERAL	POLICE	NLETC ACADEMY BASIC	\$1,380.00
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### **THE GALLERY COLLECTION - \$244.87**

GENERAL	POLICE	DEPT SUPPLIES/INV #13ED0911	\$244.87
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### **GOLD WATCH LLC - \$1,500.00**

ENVIRONMENTAL SERVICES	ENVIRONMENTAL SERVIC	1 EA HAULING RECYCABLES 9/13 & 9/20	\$1,500.00
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### **THE GREENKEEPER - \$4,186.82**

CEMETERY	CEMETERY	1 Fertilizer	\$4,186.82
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### **HEILBRUN FARM IND SUPP.INC. - \$90.50**

GENERAL	FIRE	1 EA DEPARTMENT SUPPLIES	\$90.50
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### **HEWLETT PACKARD COMPANY - \$2,859.50**

ENVIRONMENTAL SERVICES	ENVIRONMENTAL SERVIC	SERVER SUPPORT FEE	\$953.17
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WASTEWATER	WASTEWATER	SERVER SUPPORT FEE	\$953.17
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WATER	WATER	SERVER SUPPORT FEE	\$953.16
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### **HI-TECH AUTO SERVICE - \$362.16**

CEMETERY	CEMETERY	PICKUP REPAIR #44060	\$362.16
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### **HOME DEPOT CREDIT SERVICES - \$29.94**

GENERAL	POLICE	1 EA EVIDENCE/INV# 1526	\$29.94
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### **HOME DEPOT CREDIT SERVICES - \$11.53**

GENERAL	PARKS	1 4733 Cleaning Bladder	\$11.53
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### **EVERGREEN PROPERTIES - \$390.00**

GENERAL	PARKS	LACY SEPTIC PUMP #16003	\$390.00
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### **HENRY HUBER - \$7.57**

WATER		UTILITY REFUND	\$7.57
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### **HULLINGER GLASS & LOCKS INC. - \$185.00**

GENERAL	LIBRARY	1 BLDG MAINTENANCE - DOOR LOCK REPAIR	\$185.00
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### **HWM, INC - \$425.00**

GENERAL	LIBRARY	1 EQUIP MAINTENANCE - WATER TREATMENT	\$425.00
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### **ICMA RETIREMENT TRUST-457 - \$1,106.94**

CASH & INVESTMENT POOL		DEFERRED COMP	\$1,106.94
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### **IDEAL LINEN SUP INC. - \$177.56**

TRANSPORTATION	TRANSPORTATION	1 EA SUPP/CVRLL/MATS/TOWELS/TRANS	\$177.56
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### **IDEAL LINEN SUP INC. - \$59.60**

GENERAL	FINANCE	JANITORIAL SUPPLIES-SEPT '13	\$59.60
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### **INDEPENDENT PLUMBING & HEATING, INC - \$139.37**

GENERAL	PARKS	1 133952 Sprinkler Parts	\$134.08
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GENERAL	PARKS	SUPPLIES TO REPAIR RESTROOM-PIONEER PK	\$5.29
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### **SPENCER MCMURTRY - \$238.90**

KENO	RECREATION	1 1877 HN Banner	\$238.90
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### **INTRALINKS, INC - \$6,272.96**

GENERAL	MIS	EXTERIOR LIBRARY CAMERERAS	\$6,272.96
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### **ISG INFRASYS - \$45.00**

GENERAL	FIRE	1 EA BATTERY FOR THERMAL CAMERA	\$45.00
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# City of Scottsbluff

## City Council Claims for October 7, 2013

### J & A TRAFFIC PRODUCTS - \$1,094.40

TRANSPORTATION	TRANSPORTATION	1 EA T.S. SUPP/SIGN STANDS/W/BRKTS/TRANS	\$1,094.40
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### JACK'S UNIFORM & EQUIPMENT - \$46.26

PUBLIC SAFETY	POLICE	1 EA CIP-PO#1/VEHICLES/INV# 42147A	\$46.26
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### JIRDON AGRI CHEM.INC. - \$20.68

GENERAL	PARKS	1 11596 Seed Starter	\$20.68
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### KIMBALL MIDWEST - \$474.44

TRANSPORTATION	TRANSPORTATION	1 EA SUPP/SCREWS/WASH/PINS/PAINT/ETC/TRA	\$474.44
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### SAM KLASSERT - \$390.25

GENERAL	DEVELOPMENT SERVICES	3 EA SCB RES INSPCTNS - G.BATT VACATION	\$75.00
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GENERAL	DEVELOPMENT SERVICES	1 EA COMMERCIAL ELCTRC INSPECTIONS	\$315.25
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### KRIZ-DAVIS COMPANY INC. - \$39.80

TRANSPORTATION	TRANSPORTATION	1 EA T.S.SUPP/COPPER WIRE/2ND & 27TH/TRA	\$39.80
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### DON KRUG - \$6.97

WATER		UTILITY REFUND	\$6.97
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### SARAH KRUMENACKER - \$52.33

WATER		DEPOSIT REFUND	\$52.33
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### SARAH KRUMENACKER - \$10.21

WATER		UTILITY REFUND	\$10.21
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### LEAGUE OF NE MUNICIPALIT - \$345.00

GENERAL	CITY MANAGER	LEAGUE CONFERENCE REGISTRATION-JOHNSON	\$345.00
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### MIRANDA LENHARDT - \$31.27

WATER		DEPOSIT REFUND	\$31.27
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### KEVIN LINN - \$102.03

WATER		UTILITY REFUND	\$102.03
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### DBA: MARIE'S EMBROIDERY - \$6.00

GENERAL	POLICE	1 EA UNIFORMS/INV# 28360	\$6.00
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### BRYAN MARTINEZ - \$1,380.00

GENERAL	POLICE	NLETC ACADEMY BASIC	\$1,380.00
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### MATHESON TRI-GAS INC - \$54.85

GENERAL	PARKS	1 07678302 Welding Glasses	\$21.96
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GENERAL	PARKS	WELDING SUPPLIES	\$32.89
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### STEVE & SHERYL MCLEAN - \$6.97

WATER		UTILITY REFUND	\$6.97
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### MENARDS - \$182.29

ENVIRONMENTAL SERVICES	ENVIRONMENTAL SERVIC	1 EA PAINT & SUPPLIES FOR DUMPSTERS	\$152.30
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ENVIRONMENTAL SERVICES	ENVIRONMENTAL SERVIC	1 EA EMERGENCY EXIT LIGHT	\$29.99
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### MENARDS - \$401.64

TRANSPORTATION	TRANSPORTATION	1 EA JIG SAW/FURN.FILTERS/SHOVELS/TRANS	\$401.64
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### MES - MIDAM - \$605.41

PUBLIC SAFETY	FIRE	1 EA MPD ROPE RESCUE DEVICE	\$605.41
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### MES - MIDAM - \$2,714.00

MUTUAL FIRE	FIRE	11 EA FIRE HELMET - BEN 2 STYLE	\$2,714.00
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### MIKE'S SCREEN PRINTING - \$100.00

GENERAL	COUNCIL	PLAQUES FOR COUNCIL MEMBERS	\$100.00
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### MIRACLE RECREATION EQUIPMENT - \$945.93

GENERAL	PARKS	1 739215 Plugs, caps, hangers	\$945.93
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# City of Scottsbluff

## City Council Claims for October 7, 2013

### MONEY WISE OFFICE SUPPLIES - \$409.99

GENERAL	LIBRARY	1 DEPT SUPPLIES - PRINTER INK	\$409.99
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### MONEY WISE OFFICE SUPPLIES - \$190.84

GENERAL	LIBRARY	1 DEPT SUPPLIES - ENVS./PAPER/TAPE	\$190.84
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### MONEY WISE OFFICE SUPPLIES - \$31.71

GENERAL	DEVELOPMENT SERVICES	1 EA HP 920 COLOR CRTRDGS-A.URDIALES	\$31.71
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### MONEY WISE OFFICE SUPPLIES - \$32.76

GENERAL	POLICE	1 EA DEPT SUPPL/INV# 25908	\$32.76
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### MONEY WISE OFFICE SUPPLIES - \$264.58

ENVIRONMENTAL SERVICES	ENVIRONMENTAL SERVIC	GREEN BAR PAPER-4 CASES TOTAL	\$73.92
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WASTEWATER	WASTEWATER	GREEN BAR PAPER	\$73.92
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WATER	WATER	GREEN BAR PAPER	\$73.92
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GENERAL	FINANCE	CALCULATOR-YBARRA	\$42.82
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### THE MOWER SHOP - \$60.00

CEMETERY	CEMETERY	1 4307 Mower Tune-up	\$60.00
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### JOHN DEERE FINANCIAL - \$42.97

TRANSPORTATION	TRANSPORTATION	LINE FOR WEED TRIMMERS & EXTENSION CORD	\$42.97
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### JOHN DEERE FINANCIAL - \$371.56

GENERAL	PARKS	J20116 Gloves, bibs, boots	\$331.09
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GENERAL	PARKS	J22786, ROPE	\$40.47
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### NAT'L FIRE PROTECTION - \$165.00

GENERAL	FIRE	1 EA ANNUAL MEMBERSHIP	\$165.00
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### NAT'L LEAGUE OF CITIES - \$1,489.00

GENERAL	COUNCIL	ANNUAL MEMBERSHIP DUES	\$1,489.00
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### THOMAS NATION - \$26.02

WATER		UTILITY REFUND	\$26.02
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### NE DEPT OF REVENUE - \$345.40

GENERAL	PARKS	AUG 2013 LODGING TAX-FORM 64	\$345.40
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### NE DEPT OF ROADS - \$87,302.30

TRANSPORTATION	TRANSPORTATION	1 EA CITY SHARE/HWY.26 T.S. CONTRLLRS/TR	\$87,302.30
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### NE DEPT OF ROADS - \$13,197.58

TRANSPORTATION	TRANSPORTATION	1 EA CITY SHARE/BDWY.14TH-20TH ST/TRANS	\$13,197.58
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### STATE OF NE. - \$315.00

GENERAL	POLICE	1 EA BLOOD TEST/13-08854/INV# 443156	\$105.00
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GENERAL	POLICE	1 EA BLOOD TEST/13-09442/INV# 443156	\$105.00
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GENERAL	POLICE	1 EA BLOOD TEST/13-09565/INV# 443156	\$105.00
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### NE LAW ENFORCEMENT TRAINING CENTER - \$50.00

GENERAL	POLICE	NLETC CERTIFICATION FEE-BRYAN MARTINEZ	\$50.00
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### NE LAW ENFORCEMENT TRAINING CENTER - \$50.00

GENERAL	POLICE	NLETC CERTIFICATION FEE-COREY FULLER	\$50.00
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### NE LAW ENFORCEMENT TRAINING CENTER - \$50.00

GENERAL	POLICE	NLETC CERTIFICATION FEE-CHRIS CALVERT	\$50.00
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### NEBRASKA MACHINERY COMPANY - \$2,472.46

ENVIRONMENTAL SERVICES	ENVIRONMENTAL SERVIC	1 EA TREE DUMP EQUIPMENT SERVICES	\$2,472.46
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### NEBRASKA@ ONLINE - \$6.00

GENERAL	PERSONNEL	2 DRIVER'S LICENSE RECORDS-SEPT '13	\$6.00
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### NE SAFETY & FIRE EQUIPEMENT INC. - \$195.00

# City of Scottsbluff

## City Council Claims for October 7, 2013

GENERAL	LIBRARY	1 BLDG MTNCE- SPRINKLER INSPECTION	\$195.00
<b><u>NE SAFETY &amp; FIRE EQUIPEMENT INC. - \$80.00</u></b>			
TRANSPORTATION	TRANSPORTATION	CK & SERVICE FIRE EXTINGUISHERS	\$80.00
<b><u>NEBR ENVIRONMENTAL PRODUCTS - \$163.78</u></b>			
TRANSPORTATION	TRANSPORTATION	1 EA RELIEF VALVE FOR SWEEPER/TRANS	\$163.78
<b><u>NORTHWEST PIPE FITTINGS, INC. OF SCB - \$36.84</u></b>			
WATER	WATER	1 EA CURB BOX LIDS/NIPPLES/COUPLINGS/WA	\$36.84
<b><u>NORTHWEST PIPE FITTINGS, INC. OF SCB - \$648.46</u></b>			
GENERAL	PARKS	1 (4) Paint, couplers, adaptors	\$648.46
<b><u>NORTHWEST PIPE FITTINGS, INC. OF SCB - \$24.62</u></b>			
GENERAL	PARKS	NOZZLE & VALVE BOX LID,#197487,197485	\$24.62
<b><u>N P P D - \$76,086.57</u></b>			
BUSINESS IMPROVEMENT		BUSINESS DIST-ST LIGHTS	\$85.42
GENERAL	FINANCE	ELECTRIC	\$848.84
GENERAL	FIRE	ELECTRIC	\$917.44
GENERAL	POLICE	ELECTRIC	\$816.14
GENERAL	LIBRARY	ELECTRIC	\$2,414.21
GENERAL	PARKS	STREET LIGHTS-PARKS	\$100.40
GENERAL	PARKS	ELECTRIC	\$3,062.20
GENERAL	RECREATION	ELECTRIC	\$3,341.24
TRANSPORTATION	TRANSPORTATION	STREET LIGHTS	\$27,987.73
TRANSPORTATION	TRANSPORTATION	TRAFFIC SIGNALS	\$1,973.72
TRANSPORTATION	TRANSPORTATION	ELECTRIC	\$640.90
CEMETERY	CEMETERY	ELECTRIC	\$864.17
ENVIRONMENTAL SERVICES	ENVIRONMENTAL SERVIC	ELECTRIC	\$941.34
WASTEWATER	WASTEWATER	ELECTRIC	\$346.74
WASTEWATER	WASTEWATER	PUMPING POWER	\$15,206.79
WATER	WATER	PUMPING POWER	\$15,676.49
WATER	WATER	ELECTRIC	\$16.00
GENERAL	PARKS	ELECTRIC-SOCCER FIELD COMPLEX	\$846.80
<b><u>OCLC, INC - \$291.82</u></b>			
GENERAL	LIBRARY	1 CONTRACT SVS-CATALOGING -MONTHLY	\$291.82
<b><u>UPSTART ENTERPRISES, LLC - \$681.38</u></b>			
GENERAL	POLICE	1 EA EQUIP MAINT/INV# 26532 & 1176CM	\$162.00
GENERAL	POLICE	1 EA DEPT SUPPL/INV# 26866	\$9.98
GENERAL	POLICE	1 EA DEPT SUPPL/INV# 27011	\$324.00
GENERAL	POLICE	1 EA DEPT SUPPL/INV# 27011.1	\$185.40
<b><u>ONE CALL CONCEPTS - \$127.55</u></b>			
WASTEWATER	WASTEWATER	LOCATES FOR SEPT '13	\$42.51
WATER	WATER	LOCATES FOR SEPT '13	\$42.52
TRANSPORTATION	TRANSPORTATION	LOCATES FOR SEPT '13	\$42.52
<b><u>OREGON TRAIL PLBG &amp; HTG INC - \$105.00</u></b>			
GENERAL	PARKS	1 20837 Campground Bathroom Drain	\$105.00
<b><u>PAGE MY CELL - \$725.00</u></b>			
GENERAL	FIRE	1 EA ANNUAL PAGING SERVICE	\$725.00
<b><u>PANHANDLE LIBRARY SYSTEM - \$15.50</u></b>			
GENERAL	LIBRARY	1 DISCK CLEANING - CDS/DVDS	\$15.50

# City of Scottsbluff

## City Council Claims for October 7, 2013

### **PEACEFUL PRAIRIE NURSERY, INC - \$120.00**

STORMWATER	STORMWATER	1 EA RAIN GARDEN FLOWERS/WW	\$120.00
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### **PERMA-BOUND - \$22.20**

REGIONAL LIBRARY	LIBRARY	1 BOOKS - JUVENILE	\$22.20
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### **LEE PINET - \$196.00**

GENERAL	POLICE	ADV TRVL/SUPERVISION SCHOOL-NLECT	\$196.00
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### **PIONEER TINT & CLEAR BRA - \$35.70**

WATER		UTILITY REFUND	\$35.70
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### **PLATTE VALLEY BANK - \$43,639.50**

DEBT SERVICE	FINANCE	PAYMNT DUE ON LOAN #18287	\$43,639.50
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### **MARTIN POLA - \$26.98**

WATER		UTILITY REFUND	\$26.98
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### **POSTMASTER - \$205.13**

ENVIRONMENTAL SERVICES	ENVIRONMENTAL SERVIC	POSTAGE FOR UTILITY BILLS	\$68.38
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WASTEWATER	WASTEWATER	POSTAGE FOR UTILITY BILLS	\$68.38
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WATER	WATER	POSTAGE FOR UTILITY BILLS	\$68.37
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### **POSTMASTER - \$176.47**

ENVIRONMENTAL SERVICES	ENVIRONMENTAL SERVIC	POSTAGE FOR UTILITY BILLS	\$58.82
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WASTEWATER	WASTEWATER	POSTAGE FOR UTILITY BILLS	\$58.82
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WATER	WATER	POSTAGE FOR UTILITY BILLS	\$58.83
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### **POSTMASTER - \$228.18**

ENVIRONMENTAL SERVICES	ENVIRONMENTAL SERVIC	POSTAGE FOR UTILITY BILLS	\$76.06
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WASTEWATER	WASTEWATER	POSTAGE FOR UTILITY BILLS	\$76.06
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WATER	WATER	POSTAGE FOR UTILITY BILLS	\$76.06
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### **PRINT BROKER - \$178.51**

GENERAL	POLICE	1 EA DEPT SUPPL/INV# 1659	\$178.51
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### **PRINT EXPRESS - \$320.75**

TRANSPORTATION	TRANSPORTATION	1 EA DAILY TIME SHEET & TIME CARDS/TRANS	\$320.75
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### **PRINT EXPRESS - \$297.75**

KENO	RECREATION	HARVEST NIGHT FLYERS, #34412	\$297.75
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### **PRO OVERHEAD DOOR COMPANY, INC - \$1,141.50**

WASTEWATER	WASTEWATER	1 EA OVERHEAD DOOR SPRING REPAIR MORTON	\$1,141.50
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### **NEBRASKALAND TIRE - \$62.65**

ENVIRONMENTAL SERVICES	ENVIRONMENTAL SERVIC	1 EA TIRE REPAIRS UNIT 818	\$62.65
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### **PROJECT HARMONY - \$75.00**

GENERAL	POLICE	ROHRER TRAINING	\$75.00
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### **INDEPENDENCE MOTEL PROPERTIES, LP - \$77.00**

GENERAL	POLICE	1 EA TRAINING/WASSON/INV# 118521	\$77.00
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### **RCI - \$38,699.12**

HEALTH INSURANCE	PERSONNEL	HEALTH INS PREMIUM-OCT '13	\$38,699.12
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### **JILL REAM - \$67.86**

WATER		DEPOSIT REFUND	\$67.86
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### **JILL REAM - \$17.73**

WATER		UTILITY REFUND	\$17.73
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### **KEVEN RECTOR - \$31.27**

WATER		DEPOSIT REFUND	\$31.27
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### **JIM REEVES - \$3.06**

# City of Scottsbluff

## City Council Claims for October 7, 2013

WATER		UTILITY REFUND	\$3.06
<b><u>REGISTER OF DEEDS - \$70.00</u></b>			
CEMETERY	CEMETERY	1 Cemetery Deed Processing	\$70.00
<b><u>RESPOND FIRST AID SYSTEMS - \$70.51</u></b>			
TRANSPORTATION	TRANSPORTATION	1 EA FIRST AID KIT SUPPLIES/TRANS	\$70.51
<b><u>RIVERSIDE DISCOVERY CENTER - \$87,500.00</u></b>			
GENERAL	PARKS	1ST QTR PAYMENT	\$87,500.00
<b><u>JOSEPH ROHRER - \$294.00</u></b>			
GENERAL	POLICE	ADV TRVL/PROTECT OUR CHILDREN SEMINAR	\$294.00
<b><u>ROOSEVELT P P DIST - \$1,909.61</u></b>			
WATER	WATER	1 EA WELL #11 ELECTRIC PUMPING FEES/WA	\$1,909.61
<b><u>S M E C - \$261.50</u></b>			
CASH & INVESTMENT POOL		EMPLOYEE DEDUCTIONS	\$261.50
<b><u>SANDBERG IMPLEMENT, INC - \$1,513.95</u></b>			
TRANSPORTATION	TRANSPORTATION	SUPPLIES/LINE FOR WEED EATERS	\$53.06
GENERAL	PARKS	KUBOTA REPAIR & BLADES	\$1,460.89
<b><u>SANDBERG IMPLEMENT, INC - \$463.56</u></b>			
GENERAL	PARKS	1 (2) Filter elements,blade	\$417.65
GENERAL	PARKS	1 IV45370 Grease	\$29.92
GENERAL	PARKS	TRIMMER LINE #45553	\$15.99
<b><u>SCOTTSBLUFF BODY &amp; PAINT, INC - \$52.00</u></b>			
GENERAL	POLICE	1 EA VEH MAINT/INV# 32506	\$52.00
<b><u>SCB FIREFIGHTERS UNION LOCAL 1454 - \$195.00</u></b>			
CASH & INVESTMENT POOL		UNION DUES	\$195.00
<b><u>SCB POLICE OFFICERS ASS'N - \$396.00</u></b>			
CASH & INVESTMENT POOL		UNION DUES	\$396.00
<b><u>SCOTTSBLUFF SCREENPRINTING - \$576.00</u></b>			
GENERAL	PARKS	1 3027015 Hats	\$576.00
<b><u>M.C. SCHAFF &amp; ASSOC, INC - \$2,725.00</u></b>			
GENERAL	DEVELOPMENT SERVICES	1 EA AUG '13 SERVICES	\$2,725.00
<b><u>M.C. SCHAFF &amp; ASSOC, INC - \$1,137.50</u></b>			
GENERAL	DEVELOPMENT SERVICES	8 EA STAFF MEETINGS	\$1,040.00
GENERAL	DEVELOPMENT SERVICES	0.75 EA PLAT & APP TO GILLAM TO SIGN	\$97.50
<b><u>M.C. SCHAFF &amp; ASSOC, INC - \$7,000.00</u></b>			
ECONOMIC DEVELOPMENT	CITY MANAGER	1 EA AIRPORT RD S WATER EXT PROJECT/WA	\$7,000.00
<b><u>ERIC SCHULZ - \$27.67</u></b>			
WATER		DEPOSIT REFUND	\$27.67
<b><u>SCOTTSBLUFF SENIOR CENTER - \$5,750.00</u></b>			
GENERAL	RECREATION	FY14 1ST QTRLY PYMT	\$5,750.00
<b><u>SHERIFF'S OFFICE - \$424.74</u></b>			
GENERAL	CITY MANAGER	CIVIL PAPERS SERVED AUG '13	\$424.74
<b><u>SIMON CONTRACTORS - \$4,935.00</u></b>			
WATER	WATER	1 EA RESETTING OF CURB BOXES-BROADWAY PR	\$4,935.00
<b><u>SKILES INDUSTRIES, INC - \$60,000.00</u></b>			
ECONOMIC DEVELOPMENT	CITY MANAGER	LB840 GRANT	\$60,000.00
<b><u>SLAFTER OIL CO INC. - \$95.35</u></b>			
ENVIRONMENTAL SERVICES	ENVIRONMENTAL SERVIC	1 EA HYDRAULIC FLUID WITH PUMP	\$95.35

# City of Scottsbluff

## City Council Claims for October 7, 2013

### SLAFTER OIL CO INC. - \$88.25

TRANSPORTATION	TRANSPORTATION	GREASE FOR STREET SWEEPER	\$88.25
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### SNELL SERVICES INC. - \$155.00

GENERAL	LIBRARY	1 BLDG MTNCE - BACKFLOW TEST	\$155.00
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### SOURCE GAS - \$626.62

GENERAL	FINANCE	ENERGY FUEL	\$30.90
GENERAL	FIRE	ENERGY FUEL	\$35.54
GENERAL	POLICE	ENERGY FUEL	\$60.29
GENERAL	LIBRARY	ENERGY FUEL	\$72.47
GENERAL	PARKS	ENERGY FUEL	\$24.76
GENERAL	RECREATION	ENERGY FUEL	\$63.92
TRANSPORTATION	TRANSPORTATION	ENERGY FUEL	\$169.10
ENVIRONMENTAL SERVICES	ENVIRONMENTAL SERVIC	ENERGY FUEL	\$33.96
WATER	WATER	ENERGY FUEL	\$135.68

### SOUTHERN LAMP SUPPLY - \$234.00

KENO	RECREATION	TICK TORCH WICK #0926-1057	\$148.59
GENERAL	RECREATION	TICK TORCH WICK #0926-1057	\$85.41

### STAPLES - \$128.81

GENERAL	POLICE	1 EA DEPT SUPPL/INV# 10446	\$44.06
GENERAL	POLICE	1 EA POSTAGE/INV# 10446	\$20.13
GENERAL	POLICE	1 EA POSTAGE/INV# 13625	\$15.17
GENERAL	POLICE	1 EA POSTAGE/13-04183/INV# 13786	\$49.45

### STAPLES - \$61.68

GENERAL	POLICE	EQUIP MAINT/INV #16316	\$61.68
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### STAPLES - \$232.54

TRANSPORTATION	TRANSPORTATION	1 EA SUPP/CARTRDGES/PAPER/ETC. TRANS	\$232.54
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### STAR HERALD - \$27.10

GENERAL	EMERGENCY MANAGEMENT	1 LEPC Public Notice	\$27.10
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### STATE OF NE.DEPT.OF LABOR - \$36.00

WASTEWATER	WASTEWATER	1 EA ANNUAL BOILER INSPECTION/WW	\$36.00
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### STATE OF NEBR-DEPT OF ADMIN SVC - \$8.81

GENERAL	EMERGENCY MANAGEMENT	1 Long Distance Services	\$8.81
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### STATE OF NEBR-DEPT OF ADMIN SVC - \$106.45

GENERAL	FINANCE	LONG DISTANCE	\$5.65
GENERAL	PERSONNEL	LONG DISTANCE	\$1.45
GENERAL	CITY MANAGER	LONG DISTANCE	\$1.42
GENERAL	CITY CLERK	LONG DISTANCE	\$2.45
GENERAL	MIS	LONG DISTANCE	\$0.94
GENERAL	DEVELOPMENT SERVICES	LONG DISTANCE	\$3.91
GIS SERVICES	GIS	LONG DISTANCE	\$1.09
GENERAL	FIRE	LONG DISTANCE	\$5.97
GENERAL	POLICE	LONG DISTANCE	\$34.64
GENERAL	LIBRARY	LONG DISTANCE	\$12.70
GENERAL	PARKS	LONG DISTANCE	\$4.43
GENERAL	RECREATION	LONG DISTANCE	\$3.22
TRANSPORTATION	TRANSPORTATION	LONG DISTANCE	\$6.80
CEMETERY	CEMETERY	LONG DISTANCE	\$2.46



# City of Scottsbluff

## City Council Claims for October 7, 2013

ENVIRONMENTAL SERVICES	ENVIRONMENTAL SERVIC	LONG DISTANCE	\$3.48
WASTEWATER	WASTEWATER	LONG DISTANCE	\$6.24
WATER	WATER	LONG DISTANCE	\$2.03
STORMWATER	STORMWATER	LONG DISTANCE	\$7.57
<b><u>TETRA TECH, INC - \$4,883.43</u></b>			
WASTEWATER	WASTEWATER	1 EA BIOSOLIDS STUDY/WW	\$4,883.43
<b><u>THOMPSON GLASS INC - \$97.18</u></b>			
GENERAL	PARKS	1 70096 Plexiglass	\$97.18
<b><u>TM BOOKS - \$1,025.80</u></b>			
GENERAL	LIBRARY	1 BOOKS - JUVENILE NONFICTION	\$1,025.80
<b><u>TOTAL FUNDS BY HASLER - \$700.00</u></b>			
GENERAL	LIBRARY	1 POSTAGE-9/24/13	\$700.00
<b><u>TOTAL FUNDS BY HASLER - \$300.00</u></b>			
GENERAL	POLICE	POSTAGE-9/18/13	\$300.00
<b><u>TOYOTA FINANCIAL SVCS - \$383.99</u></b>			
GENERAL	POLICE	OCT '13 HIDTA CAR	\$383.99
<b><u>TRIM LINE MFG INC. - \$67.50</u></b>			
GENERAL	LIBRARY	1 BUILDING MAINTENANCE - SHADE REPAIR	\$67.50
<b><u>TWIN CITIES DEV ASSN INC - \$6,085.00</u></b>			
SPECIAL PROJECTS	COUNCIL	REIMB ON ADMIN GRANT EXPENSES	\$3,585.00
SPECIAL PROJECTS	COUNCIL	REIMB ON GRANT EXPENSES	\$2,500.00
<b><u>TYLER TECHNOLOGIES, INC - \$9,207.88</u></b>			
GENERAL	FINANCE	SOFTWARE CONSULTATION FEES	\$9,207.88
<b><u>UNITED CHAMBER OF COMMER - \$100.00</u></b>			
GENERAL	CITY MANAGER	ST OF VALLEY LUNCH-KUCKKAHN & JOHNSON	\$40.00
GENERAL	COUNCIL	ST OF VALLEY LUNCH-M DEIBERT	\$20.00
GENERAL	POLICE	ST OF VALLEY LUNCH-SPENCER	\$20.00
GENERAL	FIRE	ST OF VALLEY LUNCH-MILLER	\$20.00
<b><u>US BANK-CPS - \$50.71</u></b>			
GENERAL	POLICE	1 EA FUEL/WASSON/INV# 27735	\$50.71
<b><u>US BANK-CPS - \$669.95</u></b>			
GENERAL	PARKS	1 045955 Fuel	\$74.66
GENERAL	PARKS	1 (2) Hotel Rooms for Harvest Days	\$379.96
KENO	RECREATION	1 (1) Kirkmann	\$215.33
<b><u>US BANK-CPS - \$536.35</u></b>			
GENERAL	FINANCE	BOXES FOR CHECK STORAGE	\$241.35
GENERAL	FINANCE	GRIFFITHS-UNL TAX INSTITUTE (16 HRS CPE)	\$295.00
<b><u>DIANE VANDENBERGE - \$11.91</u></b>			
WATER		UTILITY REFUND	\$11.91
<b><u>VERIZON WIRELESS - \$481.12</u></b>			
GENERAL	EMERGENCY MANAGEMENT	1 EA SEP 13/CELL PHONE/EMC	\$22.32
GENERAL	POLICE	1 EA SEP 13/CELL PHONE/POLICE	\$458.80
<b><u>VERIZON WIRELESS - \$128.53</u></b>			
WATER	WATER	1 EA CELL PHONE CHARGES/WA	\$81.23
WASTEWATER	WASTEWATER	1 EA CELL PHONE CHARGES/WW	\$47.30
<b><u>VERIZON WIRELESS - \$212.80</u></b>			
GENERAL	FIRE	1 EA MONTHLY CELLS - FIRE	\$212.80

# City of Scottsbluff

## City Council Claims for October 7, 2013

### VIAERO WIRELESS - \$36.21

WATER	WATER	1 EA DIGGERS LOCATES/WA	\$18.10
WASTEWATER	WASTEWATER	1 EA DIGGERS LOCATES/WW	\$18.11

### VISTABEAM - \$16.00

GENERAL	PARKS	1 855214 Campground Hibernation	\$8.00
SPECIAL PROJECTS	RECREATION	1 855207 Westmoor Hibernation	\$8.00

### VOGEL PAINT - TED'S COOK PAINT - \$311.19

TRANSPORTATION	TRANSPORTATION	1 EA DRAIN VALVE & BALL VALVES/PAINT GUN	\$311.19
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### WALMART COMMUNITY/GEMB - \$525.34

GENERAL	LIBRARY	1 DEPARTMENT SUPPLIES- GENERAL	\$125.34
GENERAL	LIBRARY	1 JUVENILE DVDS	\$400.00

### WALMART COMMUNITY/GEMB - \$496.85

GENERAL	DEVELOPMENT SERVICES	1 EA NEW TIRES-2003 PICKUP - GARY BATT	\$496.85
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### WALMART COMMUNITY/GEMB - \$13.94

GENERAL	DEVELOPMENT SERVICES	1 EA SHEILA PICKUP WIPER BLADES	\$13.94
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### WALMART COMMUNITY/GEMB - \$94.97

GENERAL	POLICE	1 EA VEH MAINT/INV# 2750	\$94.97
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### WALMART COMMUNITY/GEMB - \$28.00

GENERAL	POLICE	1 EA TRAINING HOST/INV# 8630	\$28.00
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### WALMART COMMUNITY/GEMB - \$193.57

GENERAL	FIRE	1 EA DEPARTMENT SUPPLIES	\$193.57
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### WALMART COMMUNITY/GEMB - \$319.41

GENERAL	RECREATION	1 012945 Air Horns, Tape	\$160.12
KENO	RECREATION	1 012731 Radios, candy HN	\$116.93
GENERAL	PARKS	#027328, LIGHTS & CAPS	\$42.36

### WALMART COMMUNITY/GEMB - \$998.07

GENERAL	LIBRARY	1 DPT SUPPLIES	\$333.69
GENERAL	LIBRARY	1 BOOKS	\$366.94
GENERAL	LIBRARY	DVD'S	\$297.44

### WALMART COMMUNITY/GEMB - \$52.45

GENERAL	FINANCE	DEPT SUPPLIES-KITCHEN SUPPLIES	\$4.97
GENERAL	FINANCE	COFFEE	\$47.48

### WATCHGUARD VIDEO - \$12,060.00

PUBLIC SAFETY	POLICE	1 EA CIP PO#2 VIDEO UPGRADE/INV# 1800	\$12,060.00
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### MARY ANN ZEILER - \$16.49

WATER		UTILITY REFUND	\$16.49
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### GRAND TOTAL

**\$781,753.51**

# **City of Scottsbluff, Nebraska**

**Monday, October 7, 2013**

**Regular Meeting**

## **Item Finance1**

**Council to review the August 2013 Financial Report.**

**Staff Contact:**

# City of Scottsbluff

Fund Equity in Cash  
August 31, 2013

Fund	Fund #	2 YRS PRIOR August 31, 2011	PRIOR YEAR August 31, 2012	PRIOR MONTH July 31, 2013	CURRENT MONTH August 31, 2013
General	111	\$ 2,605,069.07	\$ 3,360,944.60	\$ 3,741,514.13	\$ 4,083,023.42
Regional Library	211	12,608.12	13,662.50	33,016.71	31,956.62
Transportation	212	1,813,376.80	2,277,818.25	2,049,282.33	1,964,816.68
Cemetery	213	(21,467.51)	(4,944.07)	9,330.41	1,099.46
Cemetery Perp Care	214	358,482.27	338,981.43	395,240.46	404,792.01
Special Projects	215	593,204.74	85,384.01	511,802.63	588,629.02
Business Improvement	216	164,500.43	116,408.31	138,594.22	136,916.77
Public Safety	218	308,657.73	344,851.50	318,944.68	300,776.01
Scb Industrial Sites	219	45,246.69	48,537.08	50,429.48	50,435.99
Keno	223	88,595.97	53,095.77	77,367.09	75,032.36
Economic Development	224	2,853,737.77	3,561,556.28	5,069,066.51	5,117,725.36
Mutual Fire Organization	225	234,932.06	305,349.64	397,750.05	397,801.42
Debt Service	311	3,572,074.93	3,875,047.26	3,924,314.56	4,029,318.99
TIF	321	506,670.02	416,936.25	376,480.84	376,529.46
CDBG	411	239,866.36	44,944.76	42,623.07	42,628.57
Leasing Corporation	412	35,768.95	7,600.66	7,619.25	7,620.23
Environmental Services	621	430,643.84	471,209.15	561,584.92	539,043.75
Wastewater	631	1,768,460.55	2,171,430.13	1,729,623.99	1,826,739.18
Water	641	984,711.86	993,646.23	1,340,941.49	1,420,878.35
Electric	651	1,543,411.94	1,584,261.17	1,339,345.68	1,339,944.95
Stormwater	661	391,335.54	527,939.61	362,428.16	380,431.83
GIS	721	74,632.67	59,402.83	62,889.99	54,920.76
Unemployment Comp	811	2,282.11	27,062.43	23,266.80	23,269.80
Health Insurance	812	672,259.25	368,821.42	655,989.16	563,855.03
<b>TOTAL</b>		<b>\$ 19,279,062.16</b>	<b>\$ 21,049,947.20</b>	<b>\$ 23,219,446.61</b>	<b>\$ 23,758,186.02</b>

**City of Scottsbluff**  
**Revenue Summary**  
**For Month Ended August 31, 2013**

Fund	2 Prior Yrs. YTD Actuals	Prior YTD Actuals	Budget	Current Mo. Activity	Current YTD Activity	% Used
Property Tax	108,987	112,051	175,000	5,449	108,142	81.80%
City Sales Tax	3,688,407	4,095,404	4,455,000	378,351	4,129,684	92.70%
Other Taxes	428,040	374,894	308,500	37,025	345,477	111.99%
Interest Earnings	8,482	10,155	11,000	527	13,087	118.79%
Pool Revenues	118,577	131,533	119,800	12,242	124,984	104.48%
Permits and Inspections	125,400	123,200	95,000	6,583	98,635	103.83%
Police Dept. Revenues	297,122	224,556	203,800	9,422	252,018	123.68%
Transfers	2,330,286	2,560,738	2,974,500	652,145	3,172,493	103.60%
Loan Proceeds	-	-	-	-	-	#DIV/0!
Other Revenues	415,016	174,182	128,900	20,453	243,842	189.02%
<b>General Fund</b>	<b>7,816,297</b>	<b>7,806,713</b>	<b>8,471,300</b>	<b>1,122,177</b>	<b>8,488,120</b>	<b>100.20%</b>
<b>Regional Library</b>	<b>6,211</b>	<b>4,763</b>	<b>-</b>	<b>4</b>	<b>34,078</b>	<b>#DIV/0!</b>
Property Tax	190,221	195,606	550,493	17,132	322,938	58.66%
City Sales Tax	290,740	305,605	270,000	28,101	370,103	137.08%
Highway User Tax	1,091,140	1,177,544	1,247,637	115,970	1,218,611	97.67%
Interest Earnings	7,806	8,366	10,000	254	6,855	68.55%
Other Revenues	274,850	1,469,187	230,000	18,135	280,959	122.15%
<b>Transportation</b>	<b>1,854,557</b>	<b>3,156,488</b>	<b>2,338,130</b>	<b>177,592</b>	<b>2,199,463</b>	<b>94.07%</b>
Cemetery	136,860	161,831	175,400	10,325	158,400	90.31%
Cemetery Perpetual Care	70,579	77,362	168,500	9,552	125,854	74.69%
Special Projects	87,449	137,788	501,500	100,424	398,274	79.42%
Business Improvement	40,552	41,091	54,850	514	47,917	87.36%
Public Safety	170,547	174,094	237,200	10,276	166,032	70.00%
Industrial Sites	8,698	9,551	5,150	6	195	3.79%
TIF	99,033	85,205	338,800	49	32,579	9.62%
Keno	56,637	43,952	36,300	9,090	66,159	182.26%
City Sales Tax	855,019	879,820	930,000	50,852	899,527	96.72%
Miscellaneous	14,175	34,984	-	1,624	1,014,187	0.00%
Interest Earnings	11,591	11,602	18,300	681	18,158	88.30%
<b>Economic Development</b>	<b>880,785</b>	<b>926,606</b>	<b>943,000</b>	<b>83,137</b>	<b>1,929,852</b>	<b>204.65%</b>
Mutual Fire	814,994	93,383	93,499	51	143,778	153.77%
Zoo Projects	-	-	-	-	-	#DIV/0!
CDBG	213,286	75,571	-	5	156	#DIV/0!
Property Tax	583,340	589,451	632,992	19,962	412,359	65.14%
TIF tax collections & in lieu of tax pmts	52,413	57,574	57,000	-	41,600	72.98%
Other taxes	4,328	3,930	4,300	-	3,427	79.70%
Interest Earnings	14,205	12,321	15,000	520	13,369	89.13%
Special Assessments	158,855	71,023	85,000	79,901	183,354	192.18%
Other Revenues	74,917	117,954	1,189,000	4,822	200,799	16.75%
<b>Debt Service</b>	<b>888,058</b>	<b>852,253</b>	<b>1,993,292</b>	<b>105,005</b>	<b>834,908</b>	<b>41.89%</b>
<b>Leasing Corporation</b>	<b>566,779</b>	<b>697,293</b>	<b>719,161</b>	<b>1</b>	<b>719,159</b>	<b>100.00%</b>
Sales & Service	1,778,925	1,834,196	2,067,418	187,089	1,920,524	92.89%
Interest Earnings	1,358	1,427	1,000	70	1,560	156.00%
Recycling & sale of recycling materials	88,353	95,805	119,000	7,684	75,637	63.56%
Other Revenues	11,740	109,588	10,000	460	22,896	228.96%
<b>Environmental Services</b>	<b>1,878,374</b>	<b>2,041,026</b>	<b>2,197,416</b>	<b>195,303</b>	<b>2,020,637</b>	<b>91.96%</b>
Sales & Service	2,391,075	2,383,704	2,708,488	220,023	2,316,477	85.53%
Connection charges & penalties	67,607	57,937	37,000	4,213	42,993	116.20%
Interest Earnings	9,032	7,414	10,947	236	7,393	67.53%
State Revolving Loan Fund	65,820	-	-	-	-	0.00%
Other Revenues	9,444	3,475	390	810	5,976	1532.31%
<b>Wastewater</b>	<b>2,572,978</b>	<b>2,452,530</b>	<b>2,766,825</b>	<b>226,282</b>	<b>2,372,839</b>	<b>86.07%</b>
Sales & Service	1,311,072	1,694,042	1,669,148	243,274	1,631,578	97.75%
Interest Earnings	4,020	3,259	3,933	183	4,839	117.95%
Water mains, meters, and penalties	28,884	37,034	26,600	4,948	33,660	127.02%
Other Revenues	20,253	26,930	19,200	2,192	35,857	0.00%
<b>Water</b>	<b>1,362,029</b>	<b>1,761,265</b>	<b>1,718,778</b>	<b>260,597</b>	<b>1,705,734</b>	<b>99.24%</b>
Electric	2,136,275	2,425,243	2,577,500	652,745	2,761,926	107.16%
Stormwater	108,712	175,129	128,530	20,206	110,851	86.25%
GIS Services	117,610	110,693	120,310	433	109,383	90.92%
Unemployment Comp	26	27,233	28,910	3	86	0.30%
Health Insurance	1,786,789	1,346,625	1,798,167	176,644	1,654,884	92.03%
<b>TOTAL</b>	<b>\$ 23,674,115</b>	<b>\$ 24,683,688</b>	<b>\$ 27,402,519</b>	<b>\$ 3,149,421</b>	<b>\$ 26,081,264</b>	<b>95.18%</b>

**City of Scottsbluff**  
Expenditure Summary  
For Month Ended August 31, 2013

Department	2 Prior Yrs YTD Actuals	Prior YTD Actuals	Budget	Current Mo. Activity	Current YTD Activity	% Used
Administration:						
Finance	115,024	120,491	415,488	18,592	201,127	48.41%
Personnel	30,371	25,606	48,505	3,722	33,579	72.21%
Council	22,708	34,837	28,683	2,888	30,183	113.12%
City Manager	103,421	142,725	218,818	11,538	113,775	52.47%
City Clerk	18,859	21,554	40,908	2,597	20,131	49.21%
MIS	18,823	24,117	58,973	822	28,052	45.73%
Administration (total)	307,008	369,330	803,375	37,955	424,847	52.88%
Development Services	303,293	308,295	475,910	40,839	382,511	80.37%
Fire	1,132,757	1,155,847	1,354,022	135,009	1,287,898	95.12%
Police	2,538,544	2,681,078	3,095,774	269,434	2,735,820	88.37%
Library	474,817	495,519	628,108	70,066	597,935	95.20%
Parks & Recreation	1,088,182	1,276,729	1,805,024	234,080	1,347,854	83.88%
Zoo	21,190	-	-	-	-	#DIV/0!
Non-Departmental-Other	447,895	426,536	852,321	-	507,064	59.49%
Non-Departmental-Contingency	75,334	75	250,000	-	274,063	109.63%
General Fund (total)	6,386,618	6,711,407	9,064,534	817,383	7,557,990	83.38%
Regional Library	30,630	3,701	9,895	1,064	15,917	160.86%
Contingency Balance	-	5,200	50,000	-	-	0.00%
Transportation	1,565,519	2,583,765	3,447,053	258,898	1,982,824	57.52%
Cemetery	138,049	152,809	175,212	19,026	149,221	85.17%
Cemetery Perpetual Care	70,000	70,000	350,000	-	70,000	20.00%
Special Projects	217,163	446,027	500,000	23,598	323,625	64.73%
Business Improvement	23,752	100,893	141,166	2,191	22,864	16.20%
Public Safety Equipment	270,724	195,223	288,630	28,444	194,304	67.32%
Scottsbluff Industrial Sites	2,666	5,412	47,698	-	4,451	9.33%
Keno	21,449	68,038	78,800	11,425	38,520	48.88%
Economic Development	675,162	275,985	4,018,450	34,477	290,543	7.23%
Mutual Fire	809,458	10,000	300,000	-	51,782	17.26%
Zoo Projects	41,997	-	-	-	-	#DIV/0!
Debt Service	461,262	645,036	4,428,729	-	850,204	19.20%
TIF Projects	142,686	216,209	697,040	-	127,043	18.23%
CDBG	85,013	272,226	-	-	1,400	#DIV/0!
Contingency Balance	-	-	-	-	-	#DIV/0!
Environmental Services	1,533,549	1,744,805	2,233,161	191,602	1,755,057	78.59%
Contingency Balance	78,502	-	100,000	-	-	0.00%
Wastewater	2,448,468	2,137,589	3,488,695	113,146	2,796,138	80.15%
Contingency Balance	-	-	100,000	-	-	0.00%
Water	1,157,670	1,808,432	2,058,641	127,892	1,396,563	67.84%
Electric	2,163,286	2,383,738	3,548,500	652,145	2,995,493	84.42%
Stormwater	37,563	23,388	322,687	2,025	249,988	77.47%
Scottsbluff Leasing Corp	778,718	697,265	719,131	-	719,152	100.00%
GIS Services	91,397	103,318	130,336	8,403	108,879	83.54%
Unemployment Comp	12,252	1,905	40,000	-	1,536	3.84%
Health Insurance	2,009,757	1,509,144	1,847,300	268,778	1,539,476	83.34%
<b>TOTAL</b>	<b>\$ 21,251,310</b>	<b>\$ 22,171,515</b>	<b>\$ 38,185,658</b>	<b>\$ 2,560,497</b>	<b>\$ 23,242,970</b>	<b>60.87%</b>

# **City of Scottsbluff, Nebraska**

**Monday, October 7, 2013**

**Regular Meeting**

## **Item Public Inp1**

**Council discussion and instructions to staff regarding the Blight and Substandard designation of the Sheldon Heights neighborhood.**

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

From: Sheldon Heights Home Owners  
Scottsbluff, NE

October 3, 2013

To: Mayor and City Council  
City of Scottsbluff, NE  
2525 Circle Drive  
Scottsbluff, NE 69361

Scottsbluff Planning Commission  
City of Scottsbluff, NE  
2525 Circle Drive  
Scottsbluff, NE 69361

RE: Proposed Development at 27<sup>th</sup> and Hwy 26  
Blighted and Substandard Designation  
Sheldon Heights Addition

Thanks you for the opportunity to meet with the City Council during your meeting on September 30, 2013 and your scheduled meeting on October 7, 2013.

As I said at your Sept. 30 meeting, the majority of the home owners of Sheldon Heights are supportive of the proposed development in the northeast quadrant of the intersection of 27<sup>th</sup> Street and Hwy 26. Like the rest of the residents of Scottsbluff, we look forward to a neat and clean development at that unsightly location.

However, we feel that the proposed development of that project comes at great expense and negative impact to Sheldon Heights. Funding for the public improvements is planned to come from the Tax Increment Funding (TIF) program that will essentially be administered by the City of Scottsbluff. As you are aware, the TIF funding allows the City to pay for eligible costs for the design and construction of public improvements including municipal water and sewer systems, street, storm drainage, and sidewalk improvements, and site improvements such as parks and recreation. Repayment to the City is collected by the City from the increase in property taxes collected from the development as a result of increased taxable value. The fully developed property north of 27<sup>th</sup> street will generate much more property tax than the undeveloped weed patch that currently exists. Because the City will pay for the design and construction cost of the public improvements, the developers will have significantly less investment in that infrastructure cost than if they had to pay those costs themselves. As the property values increase with the development, the property tax assessment will also increase which will have to be paid by the developer/new property owner. Those increased taxes would have to be paid regardless of who pays for the public improvement i.e. City or Developer. The "repayment" cost to the City will be made through increased tax payments which would be made anyway, so the developer will get the new public improvements constructed and paid for by the City with little or no additional costs. There is no such thing as free money, but this is close, for the developer.

The only way for the proposed development to be eligible to use the TIF program is to be included in an area of town that is declared Blighted and Substandard. The Developer and their attorney prepared a required study of the City of Scottsbluff and proposed an area to be determined Blighted and Substandard and presented it to the Council on August 19, 2013. The Council approved that proposal and by Resolution Declared the proposed property enclosed in the described boundary as Blighted and Substandard. **Because of its gravel streets, Sheldon Heights is included in that Blighted and Substandard area.** The study and action was done without knowledge of any homeowner or resident in Sheldon Heights. The Developers attorney states in the study and clearly emphasized to the Council that Sheldon Heights, as the only residential developed property near the proposed development, was key to the qualification of the entire area to be declared Blighted and Substandard. It was pointed out, according to the minutes of the meeting; the area would not qualify as Blighted and Substandard if there was any change to the proposed boundary. Without the Blighted and Substandard declaration, as approved by the Council, the TIF program would not be available to the Developers. Obviously there was a lot of effort taken by the developers and their attorney in the establishment



of the boundary lines because the designated area was the seventh area considered. They tried six times previously but were unsuccessful in meeting the Blighted and Substandard Criteria.

Now here's the rub. According to "most people", being located within and being declared blighted and substandard is a privilege and benefit for property owners within that declared area. Typically, the TIF program is available to all qualifying property owners as described above. Additionally, TIF program funding is considered to lay the groundwork to apply for other government funding. **However, in some conditions, some property owners will not qualify for the TIF program. Sheldon Heights is one of those rare conditions.** The major benefit qualifier of the TIF program is that there will be significant increase in Taxable assessment and revenue to the City to cover the design and construction costs of the needed public improvements. Costs in excess of the increased revenue would need to be paid by the developer.

We have done research to show that neither of the purported benefits of the TIF program will be available to Sheldon Heights. We visited with Representatives of the Nebraska Dept. of Economic Development, the County Assessor, various representatives of local banks and home loan originators and the City manager and offer these reasons why **Sheldon Heights will not qualify for TIF funding and that, in fact, Sheldon Heights is negatively impacted by the Council's decisions.**

1. The TIF requires that the increased property value must be great enough to generate sufficient increase in tax revenue to repay the City for the initial design and construction cost of the public improvements (streets, sidewalk, and storm drain system, etc.). The County assessor has informed us that the Taxable value and property tax assessment of property in Sheldon Heights is on par with the balance of the City of Scottsbluff. According to the County Assessor, paved streets have no bearing on the determination of the county appraisal value of the property. Residential property appraisers indicate they "usually" assign a deduction of 5 to 10 percent value of the property value if the property is not served by paved streets. According to this information, the maximum anticipated increase in tax revenue from Sheldon Heights could be expected to be 5 to 10 percent. **Your City Manager, Rick Kuckkahn, informed me that, based on his research, the increased tax revenue from Sheldon Heights is not sufficient to qualify for TIF funds, as a stand-alone project.**
2. Local Banks and Lending institutions have indicated that the Blighted and Substandard declaration would have little influence on their decision to loan money for house purchase or home improvement in Sheldon Heights, but did indicate that there might be limitations on the amount of money they would loan. In addition, they indicated there might be some hesitation by national mortgage brokers to become involved on a mortgage on property in a blighted neighborhood like Sheldon Heights.
3. Public perception of Sheldon Heights will be negatively impacted with the publicized declaration of being Blighted and Substandard. We have three properties on the market for sale in the neighborhood ranging in price from \$100,000 to \$300,000. One property was on the market before the Council's Designation. Interest in that house has declined to the extent that the owner is considering refinancing and taking the house off the market. One property went on the market the day the Blighted and Substandard declaration hit the press on August 20, 2013. Interest in that property is very infrequent. The third house has or will go on the market soon because the owner passed away in September and the survivors are struggling with decisions and listing prices under the current situation.
4. Projected design and construction costs of paved streets, sidewalks and storm drain facilities were prepared for us by the Developers. Their preliminary estimate of project costs was in excess of

\$668,000. Preliminary estimated cost assessment to each property owner ranges from \$17,000 to \$51,000, provided WNCC, which borders the full length of Erwin Ave would be, assessed for their share of the construction of Erwin Ave. The estimated assessment to WNCC is in excess of \$180,000. The estimated cost assessment to the home owners would be overwhelming and excessive compared to the assessed values of the property.

5. We contacted the Nebr. Dep. of Economic Development and Panhandle Area Development District to investigate the possibility and availability of state and federal grants. We were informed that the Blighted and Substandard Declaration is not sufficient justification for grant approval. The subdivision would need to meet low to moderate income levels.

In summary, we property owners of Sheldon Heights have been negatively impacted by the Council's Resolution Declaring Sheldon Heights Blighted and Substandard. We will be continually so impacted until the Blighted and Substandard Declaration can be lifted. Based on the above discussion, the only way for the declaration to be lifted is for 1) the streets in Sheldon Heights to be paved, or 2) the boundary of the blighted and substandard area be revised to exclude Sheldon Heights. Without financial assistance from the City, developers or through state and federal grants programs we will not be able to pave our streets.

Therefore we are respectfully requesting Council assistance in one of the following options.

1. Earmark, and make available funds anticipated from the revenues of increased taxes generated from the proposed development on the north side of 27<sup>th</sup> Street. Because of the total dependence on Sheldon Heights for the eligibility of the proposed development to qualify for TIF funds, we feel we are entitled to full payment of the project costs of streets in Sheldon Heights, but we would be willing to negotiate a fair and reasonable cost agreement.
2. Have Council reconsider and rescind their previous resolution and consider an alternate resolution to exclude Sheldon Heights from the Declared Blighted and Substandard area.

Thank you for your understanding in this matter. We look forward to meeting with the City Council on October 7, 2013.

Respectfully Submitted on behalf of Sheldon Heights Home Owners



Larry McCaslin  
2601 Addison Ave

(308)631-0875  
[ldmccaslin@gmail.com](mailto:ldmccaslin@gmail.com)  
[larry@mccaslinconsulting.com](mailto:larry@mccaslinconsulting.com)

cc: Rick Kuckkahn, City Manager

cc: Cindy Dickenson, City Clerk

cc: Annie Urdialis, Development Services Dir

Property Owners Signatures to follow.

# **City of Scottsbluff, Nebraska**

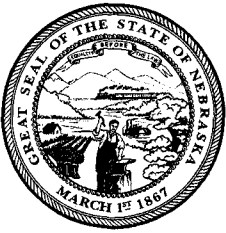
**Monday, October 7, 2013**

**Regular Meeting**

## **Item Public Inp2**

**Council to consider a new manager application for Margaret Stine for the Applebee's liquor license located at 2621 5th Ave., Scottsbluff.**

**Staff Contact: Cindy Dickinson**



**Dave Heineman**  
Governor

## STATE OF NEBRASKA

### NEBRASKA LIQUOR CONTROL COMMISSION

**Hobert B. Rupe**

*Executive Director*

301 Centennial Mall South, 5th Floor

P.O. Box 95046

Lincoln, Nebraska 68509-5046

Phone (402) 471-2571

Fax (402) 471-2814 or (402) 471-2374

TRS USER 800 833-7352 (TTY)

web address: <http://www.lcc.ne.gov/>

September 6, 2013

SCOTTSBLUFF CITY CLERK  
2525 CIRCLE DR  
SCOTTSBLUFF NE 69361

RE: Applebee's

LICENSE #I-101602

Dear Clerk:

Enclosed is a copy of a manager application for Margaret Stine in connection with the Applebee's located in Scottsbluff.

Please present this application for manager to your City/Village Council or County Commissioners and send us the results of their action.

Sincerely,

A handwritten signature in cursive script that reads "Jacqueline Rodriguez".

Jacqueline Rodriguez  
Licensing Division  
NEBRASKA LIQUOR CONTROL COMMISSION  
402-471-2572

encl.

**Janice M. Wiebusch**  
*Commissioner*

**Robert Batt**  
*Chairman*

**William F. Austin**  
*Commissioner*

*An Equal Opportunity Employer*  
Printed with soy ink on recycled paper

MANAGER APPLICATION  
INSERT - FORM 3c

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: [www.lcc.ne.gov](http://www.lcc.ne.gov)

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NEBRASKA LIQUOR  
CONTROL COMMISSION

Corporate manager, including their spouse, are required to adhere to the following requirements JR

- 1) Must be a citizen of the United States
- 2) Must be a Nebraska resident (Chapter 2 - 006) and must provide proof of voter registration in the State of Nebraska
- 3) Must provide a copy of one of the following: state issued US birth certificate, naturalization paper or US passport
- 4) Must submit fingerprints (unless a non-participating spouse) (2 cards per person) and fees of \$38 per person, made payable to Nebraska State Patrol
- 5) Must be 21 years of age or older
- 6) May be required to take a training course

Corporation/LLC information

Name of Corporation/LLC:

BMA Franchise Corporation

Premise information

Premise License Number:

101602

(if new application leave blank)

Premise Trade Name/DBA:

Applebee's Neighborhood Grill & Bar

Premise Street Address:

2621 5th Ave

City:

Scottsbluff

State:

NE

Zip Code:

69361

Premise Phone Number:

308-635-7150

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. Click on this link to see authorized individuals.

[http://www.lcc.ne.gov/license\\_search/licsearch.cgi](http://www.lcc.ne.gov/license_search/licsearch.cgi)

Margaret Stine

CORPORATE OFFICER/MANAGING MEMBER SIGNATURE

(Faxed signatures are acceptable)

# MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
12/27/12 present	RMH Franchise Holdings	Jeffrey Neumann	201-891-1008
7/12/04 12/27/12	Concord Hospitality	Lawrence Bird	402-421-2551

1. **READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY. Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.**

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

☒ YES ☐ NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Margaret Stine	6/2012	Manhattan, KS	Improper Lane Change	Fine
Margaret Stine	4/2010	Nebraska City, NE	Speeding	Fine
Margaret Stine	7/2008	Nebraska City, NE	Speeding	Fine
Margaret Stine	6/2005	Lincoln, NE	Speeding	Fine

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state? ☒ YES ☐ NO

IF YES, list the name of the premise.

Applebee's Neighborhood Grill & Bar

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business? ☐ YES ☒ NO

4. Have you enclosed the required fingerprint cards and **PROPER FEES** with this application? (Check or money order made payable to the **Nebraska State Patrol for \$38.00 per person**)

☐ YES ☒ NO ON FILE CURRENTLY

5. List any alcohol related training and/or experience (when and where).

April 2012; Lincoln NE, Responsible Hospitality Commission

**PERSONAL OATH AND CONSENT OF INVESTIGATION**

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has **NO** interest directly or indirectly, a spousal affidavit of non participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

Margaret Stine  
Signature of Manager Applicant

[Signature]  
Signature of Spouse

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ACKNOWLEDGEMENT

AUG 12 2013

NEBRASKA LIQUOR  
CONTROL COMMISSION

State of Nebraska

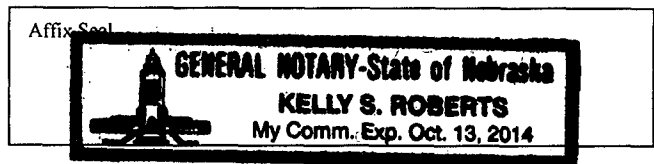
County of Lancaster

The foregoing instrument was acknowledged before me this

8th day of August, 2013  
date

by Tom and Margaret Stine  
name of person acknowledged

[Signature]  
Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

**SPOUSAL AFFIDAVIT OF  
NON PARTICIPATION INSERT**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: [www.lcc.ne.gov](http://www.lcc.ne.gov)

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CONTROL COMMISSION

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FEB 23 2012

NEBRASKA LIQUOR  
CONTROL COMMISSION

I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will have not have any interest, directly or indirectly in the operation or profit of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices or represent myself as the owner or in any way participate in the day to day operations of this business in any capacity. I understand my fingerprint will not be required, however, I am obligated to sign and disclose any information on all applications needed to process this application.

*Thomas E. Stine*  
Signature of spouse asking for waiver  
(Spouse of individual listed below)

Thomas E. Stine

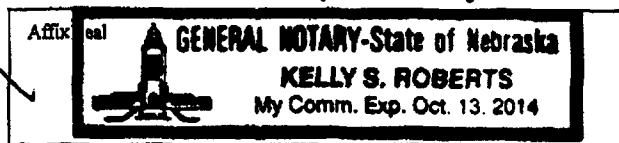
Printed name of spouse asking for waiver

State of Nebraska

County of Lancaster

The foregoing instrument was acknowledged before me this  
Thomas E. Stine

February 20, 2012 by \_\_\_\_\_  
date  
*Kelly S. Roberts*  
Notary Public signature



I acknowledge that I am the spouse of the above listed individual. I understand that my spouse and I are responsible for compliance with the conditions set out above. If it is determined that the above individual has violated (§53-125(13)) the Commission may cancel or revoke the liquor license.

*Margaret E. Stine*  
Signature of individual involved with application  
(Spouse of individual listed above)

Margaret E. Stine

Printed name of applying individual

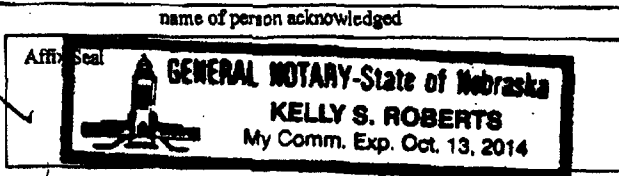
State of Nebraska

County of Lancaster

The foregoing instrument was acknowledged before me this

Margaret E. Stine

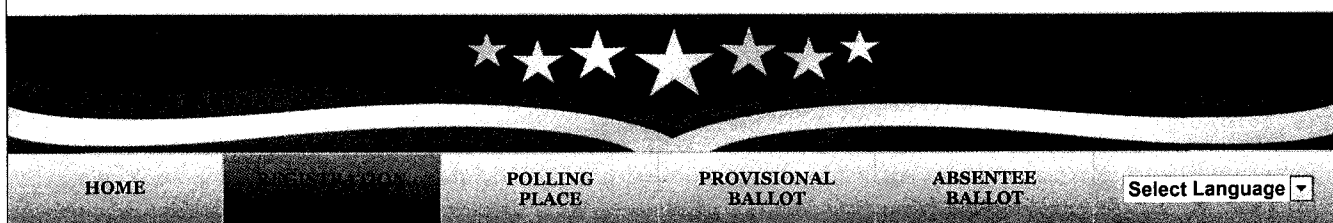
February 20, 2012 by \_\_\_\_\_  
date  
*Kelly S. Roberts*  
Notary Public signature



In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format.

FORM 35-4178  
Revised 1/2008





## Registrant Search Information

### Registrant Detail

**Name:** Margaret Stine  
**Party:** Republican  
**Polling Place:** Wood Bridge Apt. Clubhouse  
 7011 S 22nd St  
 (Clubhouse Meeting Room)  
 Lincoln, NE 68512

### Districts

DISTRICT NAME	DISTRICT TYPE
Lincoln Public Schools	School District
Southeast Com College Dist 5	Community College District
Southeast Com College At Large	Community College District
U.S. Congressional District 1	U.S. Congressional District
Appeals Court Judge Dist 1	Judge of Appeals Court Dist.
County Judge Dist 3	Judge of County Court Dist.
District Judge, Dist 3	Judge of District Court Dist.
Juv Crt Judge, Lancaster Co.	Judge of Juvenile Court
Supreme Court Judge Dist 1	Judge of Supreme Court Dist.
Legislative District 27	Legislative District
Lower Platte South NRD SubD 10	Natural Resources District
PSC District 1	Public Service Comm District
Board of Regents District 1	Board of Regents
Lincoln City Council DIST 03	City Council (Ward)
Mayor of Lincoln	Mayor
County Commissioner DIST 03	County Board (Commiss./Superv)
LPS School Board DIST 07	School Board Ward
State Board of Education Dist1	State Board of Education
City of Lincoln	City Council (Ward)
Lower Platte South NRD At Larg	Natural Resources District

[Registration Information](#)
[Polling Place](#)
[Provisional Ballot](#)
[Absentee Ballot](#)

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NEBRASKA LIQUOR  
CONTROL COMMISSION

# Memorandum

**To:** THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL  
**From:** Kevin Spencer, Chief of Police  
**Date:** 10/4/2013  
**Re:** Application for Corporate Manager Margaret Stine RMH Holdings dba: / Applebee's  
Neighborhood Bar & Grill License Class I number I-101602.

---

**AUTHORITY:** The Scottsbluff Police Department reports specific information to the City Council whenever a liquor license application is presented. The information furnished by the Police Department conforms to Chapter 53, Reissue Revised Statutes of Nebraska 1943, and Section 53-132, which outlines the factors which the Commission may consider in granting a liquor license.

## COMMENTARY

### **53-132: Section 2**

**(A) The applicant is fit, willing and able to properly provide the service proposed within the city where the premises described in the application are located:**

A background check was conducted on Margaret Stine as a means to determine her fitness to hold a liquor license. Margaret reported receiving four convictions for traffic infractions three for speeding in 2005, 2008, and 2010 and a fourth for improper lane change in 2012.

I called Margaret Stine by telephone as she is a resident of Lincoln, Nebraska. I asked Margaret about her experience with alcohol sales. Margaret told me that her name is currently on 11 Liquor Licenses in the state of Nebraska. Margaret told me that she has worked for RMH Holdings for quite some time and is currently the Chief Administrative Officer for the Corporation. Margaret stated that she has also held the office of Corporate Vice President and Vice President of Operations. After talking to Margaret it was obvious that she has extensive experience in this hospitality business.

Considering all the information gathered I find no reason to believe the applicant is not fit to hold a liquor license.

**(B) The applicant can conform to all provisions, requirements, rules and regulations provided for in the Nebraska Liquor Control Act:**

Any operator must adhere to the existing laws while doing business in the community and adhere to acceptable business practices. Margaret Stine reported that Applebee's requires all of their employees to attend alcohol related training twice a year. Margaret advised that if there is a violation the offender is immediately terminated and the violation automatically triggers a store retrain, meaning all of the employees have to attend alcohol training again after the event.

The applicant appears to have the ability and willingness to conform to language within the Nebraska Liquor Control Act.

- (C) The applicant has demonstrated that the type of management and control exercised over the licensed premises will be sufficient to insure that the licensed business can conform to all provisions, requirements, rules and regulations provided for in the Nebraska Liquor Control Act:**

Margaret Stine reported that the business has a locked room that is designed to store the alcohol, and the cabinets below the bar lock. Margaret stated that all of the alcohol is inventoried once a week by the bar manager with the general managers oversight.

The applicant stated that the business does have video cameras on the interior that record the bar area.

The applicant appears committed to complying with all provisions, requirements, rules and regulations provided for in the Nebraska Liquor Control Act.

- (D) The issuance of the license is or will be required by the present or future public convenience and necessity:**

The hours of operation of the establishment will be from 11:00 am to 12:00 am Thursday thru Saturday, 11:00 am to 11:00 pm Sunday through Wednesday.

Oversight and accountability will be a priority for the applicants as it relates to the sale of alcoholic beverages.

#### **SPECIFIC ISSUES COMMISSION MAY CONSIDER**

- (E) The existence of a citizen's protest made in accordance with Section 53-133:**

There have been no known citizen protests of this business.

- (F) The nature of the neighborhood or community of the location of the proposed licensed premises:**

The business is located at 2621 5<sup>th</sup> Avenue Scottsbluff, NE. It is a business that will attract customers during the lunch and dinner hours seven days a week Sunday through Saturday. Its location is easily accessible and convenient for customers. I would not anticipate any issues with location.

- (G) The existence or absence of other retail licenses or bottle club licenses with similar privilege within the neighborhood or community of the location or the proposed licensed premises.**

There are no other businesses of this nature in the immediate area.

- (H) The existing motor vehicle and pedestrian traffic flow in the vicinity of the proposed licensed premises:**

Although no recent traffic studies have been completed regarding motor vehicle traffic of the general area, the traffic flow is not of a concern at this time nor is pedestrian traffic.

- (I) The adequacy of existing law enforcement:**

The Scottsbluff Police Department is allowed 32 full time officers in the department and handled approximately 15,000 incidents, not including traffic citations during 2012. The number of liquor

licenses within the jurisdictional boundaries of the Police Department, regardless of the class, continues to be a concern to the Police Department and even routine monitoring of their business practices is difficult. Compliance checks continue to remain a concern to those businesses that sell alcohol to minors. The Nebraska State Patrol has assumed liquor law enforcement duties and their wide jurisdiction generally precludes any particular focus in the city.

**(J) Whether the type of business or activity proposed to be operated in conjunction with the proposed license is and will be consistent with the public interest:**

The Police Department would reserve making any statement which would indicate that the sale of alcohol is consistent with the public interest.

Adequate staffing and training, as well as close supervision of patrons are important. Cooperation with the Police Department by management will help to eliminate or diminish potential problems with violations.

# **City of Scottsbluff, Nebraska**

**Monday, October 7, 2013**

**Regular Meeting**

## **Item Subdiv.1**

**Council to consider a zone change request for proposed Lot 1, Block 2, Windbreak Subdivision from Agricultural to R-1 Single Family Residential and consider the Ordinance (Second Reading).**

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

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE DEALING WITH ZONING, AMENDING SECTION 25-1-4 BY UPDATING THE OFFICIAL ZONING DISTRICT MAP TO SHOW THAT PROPOSED LOT 1, BLOCK 2, WINDBREAK SUBDIVISION SITUATED IN THE SE¼ OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6<sup>TH</sup> P.M., CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, WHICH IS CURRENTLY ZONED AS A-AGRICULTURAL, WILL NOW BE INCLUDED IN THE R-1 SINGLE FAMILY RESIDENTIAL ZONE, AND REPEALING PRIOR SECTION 25-1-4.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SCOTTSBLUFF, NEBRASKA:

Section 1. Section 25-1-4 of the Municipal Code is amended to provide as follows:

**25-1-4. Zones; location; maps.** The boundaries of the zoning districts created in this chapter are shown on the zoning district map which is made a part of this municipal code. The zoning district map and all information shown thereon shall have the same force and effect as if fully set forth and described herein. The official zoning district map shall be identified by the signature of the Mayor, attested by the City Clerk under the following statement:

This is to certify that this is the official zoning district map described in §25-1-4 of the Scottsbluff Municipal Code, passed this \_\_\_\_\_ day of September, 2013.

Section 2. Previously existing Section 25-1-4 and all other Ordinances and parts of Ordinances in conflict with this Ordinance, are repealed. Provided, this Ordinance shall not be construed to affect any rights, liabilities, duties or causes of action, either criminal or civil, existing or actions pending at the time when this Ordinance becomes effective.

Section 3. This Ordinance shall become effective upon its passage, approval and publication as provided by law.

PASSED AND APPROVED on September \_\_\_\_\_, 2013.

\_\_\_\_\_  
Mayor

ATTEST:

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

(Seal)

# **City of Scottsbluff, Nebraska**

**Monday, October 7, 2013**

**Regular Meeting**

## **Item Subdiv.2**

**Council to remove from the table, consideration of the final plat of Lot 1, Block 2, Windbreak Subdivision and Resolution.**

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

# **City of Scottsbluff, Nebraska**

**Monday, October 7, 2013**

**Regular Meeting**

## **Item Subdiv.3**

**Council to consider the final plat of Lot 1, Block 2, Windbreak Subdivision and approve the Resolution.**

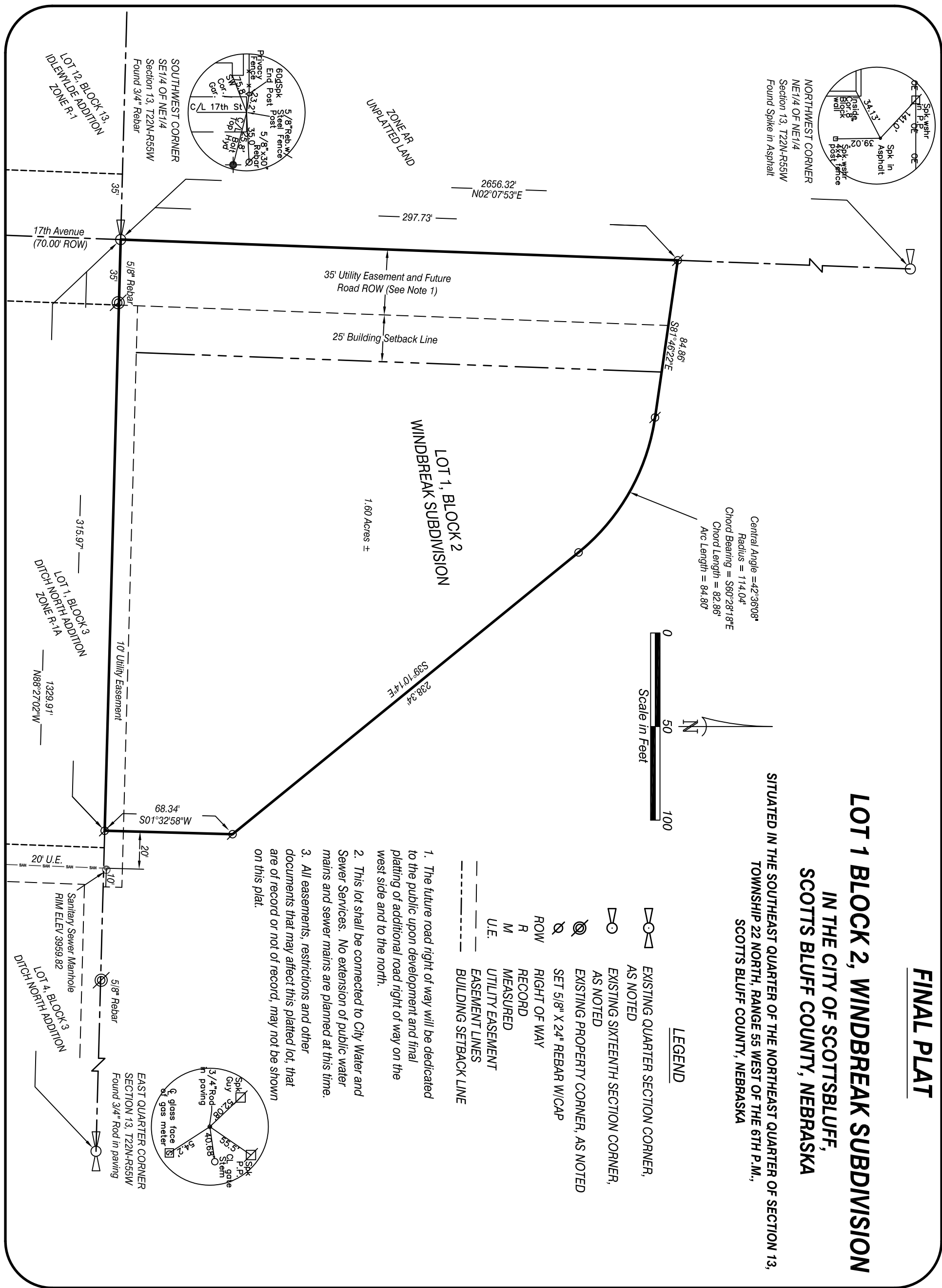
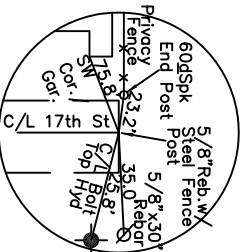
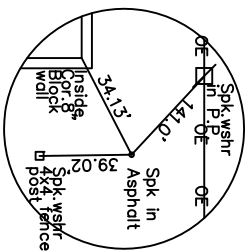
**Staff Contact: Rick Kuckkahn, City Manager**



# FINAL PLAT

**LOT 1 BLOCK 2, WINDBREAK SUBDIVISION  
IN THE CITY OF SCOTTSBLUFF,  
SCOTTS BLUFF COUNTY, NEBRASKA**

**SITUATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13,  
TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M.,  
SCOTTS BLUFF COUNTY, NEBRASKA**



**RESOLUTION 13-\_\_\_\_\_**

WHEREAS, a request has been submitted by Anderson-Shaw Investments, LLC as the Owner for the inclusion of Lot 1, Block 2, Windbreak Subdivision, within the corporate limits and boundaries of the City of Scottsbluff, Nebraska, and said real estate being described as a tract of land being Lot 1, Block 2, Windbreak Subdivision all located in Section 13, Township 22 North, Range 55 West of the 6<sup>th</sup> P.M., Scotts Bluff County, Nebraska, more particularly described as follows:

A tract of land situated in the Southeast Quarter of the Northeast Quarter of Section 13, Township 22 North, Range 55 West of the 6<sup>th</sup> P.M., Scotts Bluff County, Nebraska, more particularly described as follows:

Beginning at the southwest corner of the Southeast Quarter of the Northeast Quarter of Section 13, thence bearing N02°07'53"E, on the west line of the Southeast Quarter of the Northeast Quarter of Section 13, a distance of 297.73 feet, thence bearing S81°46'22"E, a distance of 84.86 feet, to the point of curvature of a curve to the right, said curve having a central angle of 42°36'08", a radius of 114.04 feet, a chord bearing of S60°28'18"E, and a chord length of 82.86 feet, thence southeasterly on the arc of said curve, a distance of 84.80 feet, to the point of tangency, thence bearing S39°10'14"E, a distance of 238.34 feet, thence bearing S01°32'58"W, a distance of 68.34 feet, to the point of intersection with the south line of the Northeast Quarter of Section 13, thence bearing N88°27'02"W, on the south line of the Northeast Quarter of Section 13, a distance of 315.97 feet, to the Point of Beginning, containing an area of 1.60 acres, more or less.  
; and

WHEREAS, the Scottsbluff City Planning Commission has received a request and held a public hearing on September 9, 2013 on the approval of a plat and inclusion of Lot 1, Block 2, Windbreak Subdivision within the corporate limits and recommend the Scottsbluff City Council approve the plat and request to include within corporate limits; and

WHEREAS, said request to include the land within the corporate limits was duly signed by the owner of the real estate affected with the express intent of platting the real estate as a lot 1, Block 2, Windbreak Subdivision an addition to the City of Scottsbluff, Scotts Bluff County, Nebraska; and

WHEREAS, a public hearing was held by the Scottsbluff City Council relating to the requests on September 16, 2013, to approve the plat and deem the addition to be included within the corporate limits and it was advantageous to and in the best interests of the City of Scottsbluff.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Scottsbluff, Nebraska that the Plat of Lot 1, Block 2, Windbreak Subdivision an addition to the City of Scottsbluff, Scotts Bluff County, Nebraska, duly made out, acknowledged and certified, and the same hereby is approved and that the Mayor of the City of Scottsbluff, Nebraska shall be and is hereby authorized and directed to execute the final plat on behalf of the City of Scottsbluff, Nebraska.

**PASSED and APPROVED** this \_\_\_\_ day of September, 2013.

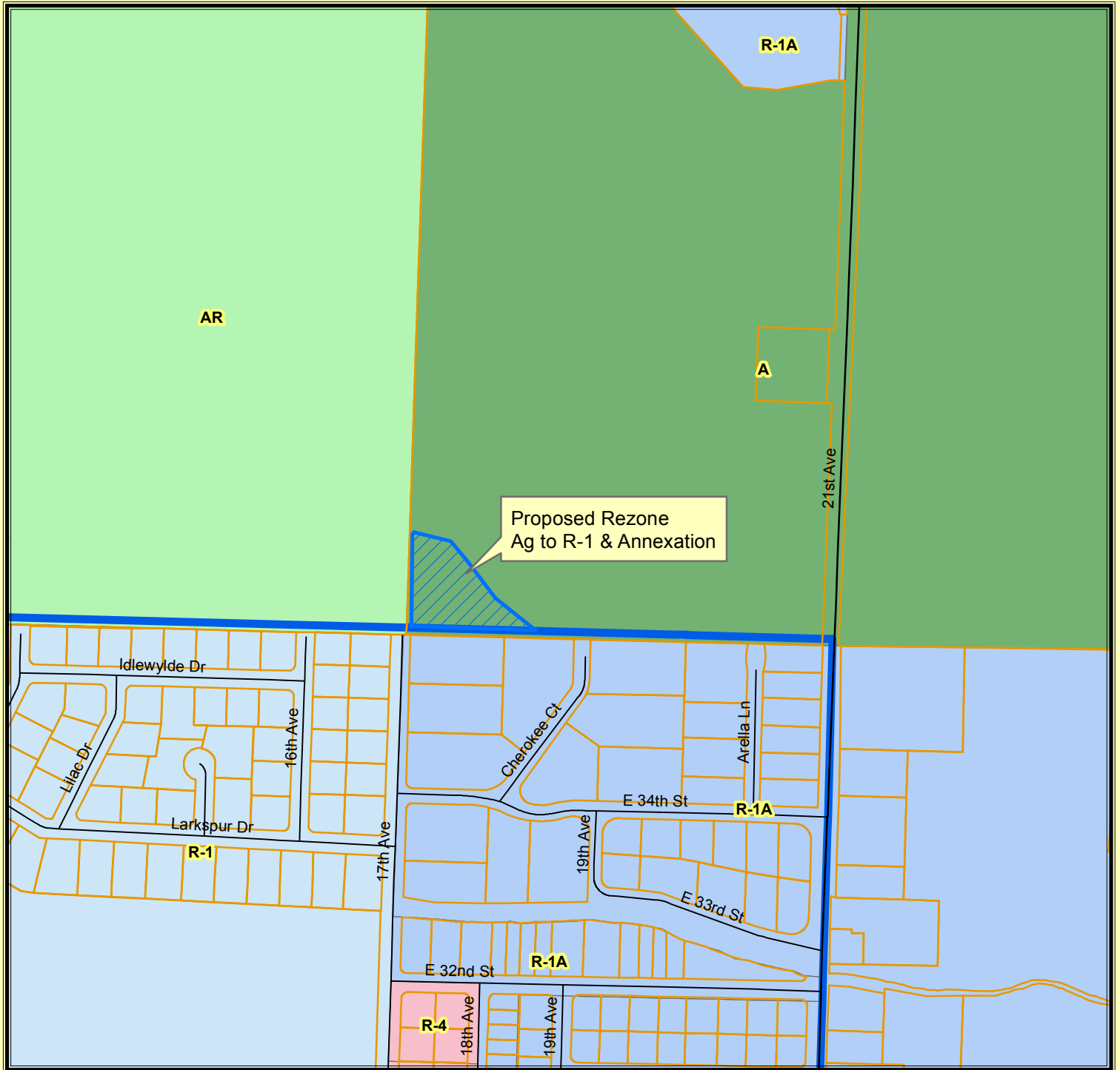
\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk      (Seal)

# Windbreak Subdivision Rezone & Annexation

Agricultural to Single Family Residential



9/16/13



Map by A. Urdiales: City of Scottsbluff  
Coordinate System:  
NAD 1983 StatePlane Nebraska FIPS 2600 Feet  
Lambert Conformal Conic

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

# **City of Scottsbluff, Nebraska**

**Monday, October 7, 2013**

**Regular Meeting**

## **Item Subdiv.4**

**Council to remove from the table, the annexation request for proposed Lot 1, Block 2, Windbreak Subdivision, and consider the Resolution.**

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

# **City of Scottsbluff, Nebraska**

**Monday, October 7, 2013**

**Regular Meeting**

## **Item Subdiv.5**

**Council to consider an annexation request for proposed Lot 1, Block 2, Windbreak Subdivision, City of Scottsbluff, Scotts Bluff, County and consider the Resolution.**

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

## **RESOLUTION 13-\_\_\_\_\_**

WHEREAS, a request has been submitted by Anderson-Shaw Investments, LLC as the Owner for the inclusion of Lot 1, Block 2, Windbreak Subdivision, within the corporate limits and boundaries of the City of Scottsbluff, Nebraska, and said real estate being described as a tract of land being Lot 1, Block 2, Windbreak Subdivision all located in Section 13, Township 22 North, Range 55 West of the 6<sup>th</sup> P.M., Scotts Bluff County, Nebraska, more particularly described as follows:

A tract of land situated in the Southeast Quarter of the Northeast Quarter of Section 13, Township 22 North, Range 55 West of the 6<sup>th</sup> P.M., Scotts Bluff County, Nebraska, more particularly described as follows:

Beginning at the southwest corner of the Southeast Quarter of the Northeast Quarter of Section 13, thence bearing N02°07'53"E, on the west line of the Southeast Quarter of the Northeast Quarter of Section 13, a distance of 297.73 feet, thence bearing S81°46'22"E, a distance of 84.86 feet, to the point of curvature of a curve to the right, said curve having a central angle of 42°36'08", a radius of 114.04 feet, a chord bearing of S60°28'18"E, and a chord length of 82.86 feet, thence southeasterly on the arc of said curve, a distance of 84.80 feet, to the point of tangency, thence bearing S39°10'14"E, a distance of 238.34 feet, thence bearing S01°32'58"W, a distance of 68.34 feet, to the point of intersection with the south line of the Northeast Quarter of Section 13, thence bearing N88°27'02"W, on the south line of the Northeast Quarter of Section 13, a distance of 315.97 feet, to the Point of Beginning, containing an area of 1.60 acres, more or less.

; and

WHEREAS, the Scottsbluff City Planning Commission has received a request and held a public hearing on September 9, 2013 on the approval of a plat and inclusion of Lot 1, Block 2, Windbreak Subdivision within the corporate limits and recommend the Scottsbluff City Council approve said request; and

WHEREAS, said request to include the land within the corporate limits was duly signed by the owner of the real estate affected with the express intent of platting the real estate as a Lot 1, Block 2, Windbreak Subdivision an addition to the City of Scottsbluff, Scotts Bluff County, Nebraska; and

WHEREAS, a public hearing was held by the Scottsbluff City Council relating to the request on September 16, 2013, who deemed the said addition to be included within the corporate limits to be advantageous to and in the best interests of the City of Scottsbluff.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Scottsbluff, Nebraska, that the real estate which is platted as Lot 1, Block 2, Windbreak Subdivision pursuant to Section 19-916 of the Nebraska Revised Statutes and Section 21-1-61 of the Scottsbluff Municipal Code shall be included within the corporate limits of the City of Scottsbluff, Scotts Bluff County, Nebraska, and shall be and become a part of said City for all

purposes whatsoever, that the inhabitants of said addition shall be entitled to all the rights and privileges, and shall be subject to all of the laws, ordinances, rules and regulations of the City of Scottsbluff, Nebraska.

BE IT FURTHER RESOLVED that the inclusion of Lot 1, Block 2, Windbreak Subdivision within the corporate limits of the City of Scottsbluff, Nebraska is subject to the final plat being filed with the Scotts Bluff County Register of Deeds.

**PASSED and APPROVED** this \_\_\_\_ day of September, 2013.

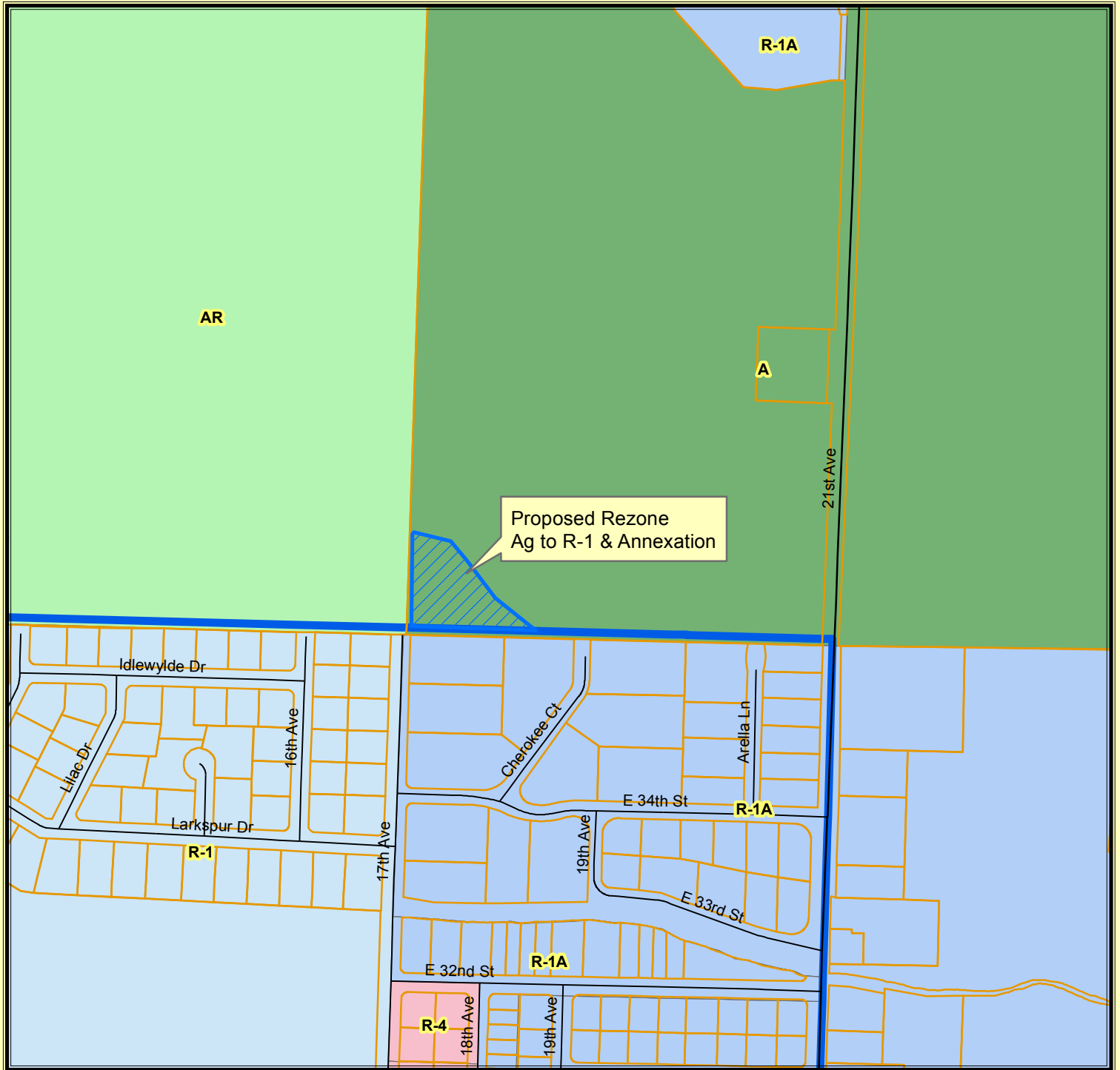
\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk      (Seal)

# Windbreak Subdivision Rezone & Annexation

Agricultural to Single Family Residential



9/16/13



Map by A. Urdiales: City of Scottsbluff  
Coordinate System:  
NAD 1983 StatePlane Nebraska FIPS 2600 Feet  
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# **City of Scottsbluff, Nebraska**

**Monday, October 7, 2013**

**Regular Meeting**

## **Item Reports1**

**Council discussion and instructions to staff considering the purchase of a 20 foot easement from Floyd's Trucking for a future pathway.**

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

# **City of Scottsbluff, Nebraska**

**Monday, October 7, 2013**

**Regular Meeting**

## **Item Reports2**

**Council to consider the Memorandum of Understanding with the Nebraska Hazardous Devices Technicians Governing Group and ratify the Mayor's signature.**

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

## **Nebraska Hazardous Devices Technicians Governing Group**

### **Memorandum of Understanding**

This Memorandum of Understanding (MOU) is entered into between the Superintendent of Law Enforcement and Public Safety of the Nebraska State Patrol (NSP) and the member agencies of the Nebraska Hazardous Devices Technicians Governing Group (NHDTGG) to govern the formation, participation and related cooperation of the members of the NHDTGG. This MOU supersedes all previous NHDTGG MOUs.

#### **Objectives**

The overall objective of the NHDTGG is to establish policies and guidelines for appropriation of equipment and facilitation of training for public safety Hazardous Device Technicians (HDTs). The member agencies intend to engage in shared decision-making with regard to identification, procurement and distribution of HDT-related equipment and provision of training on explosives and terrorist-related incidents to HDTs, law enforcement and public safety first responders on a statewide basis.

In order to meet these objectives, the NHDTGG will address the following issues:

- Funding/Grant Disbursement
- Appropriate Equipment Designation
- Appropriate Training Needs and Audience
- Audit Trails

#### **Composition of the Nebraska Hazardous Devices Technicians Governing Group**

The Superintendent of Law Enforcement and Public Safety, or designee, will serve as Chair of the NHDTGG. The NHDTGG is also comprised of one Agency Director or Municipal Official from each agency in the State of Nebraska having a Bomb Squad. Those agencies include the following law enforcement and public safety agencies:

- Bureau of Fire Prevention, Lincoln, NE
- Nebraska State Patrol
- Omaha Police Department, Omaha, NE
- Scottsbluff Police Department, Scottsbluff, NE

Each Agency Director or Municipal Official is a Voting Member of the group. The Superintendent of Law Enforcement and Public Safety shall designate an individual to serve as a Voting Member on behalf of the Nebraska State Patrol. The Chair of the NHTGG will vote only in a tie situation as outlined below.

Bomb Squad Commanders (as defined by National Guidelines for Bomb Technicians) from each agency above shall attend meetings of the NHDTGG and may serve as the designee for the Voting Member from his or her agency.

Issues will be decided among NHDTGG Voting Members by vote. Each Voting Member of the NHDTGG shall have an equal vote. After a proper motion has been made, a second to the motion is required to bring any issue to vote. The motion will pass when a majority of the voting members vote in the affirmative. The NHDTGG shall strive to achieve unanimous consent for all major decisions. If there is a tie among NHDTGG Voting Members, the Chair of the NHDTGG will cast the deciding vote.

The NHDTGG may appoint an Advisory Group of allied peers as they relate to Bomb Squad operations, training and equipment. Advisory Group members may provide input but may not participate in voting of the NHDTGG.

### **Applicability**

The undersigned member agencies agree that they each maintain a current, accredited Bomb Squad as defined in the National Guidelines for Bomb Technicians and employ certified HDTs as defined in the National Guidelines for Bomb Technicians.

### **Implementation of MOU**

Members of the NHDTGG will meet on a regular basis. The NHDTGG may, as appropriate, establish subcommittees comprised of other staff within the member agencies to address special issues.

### **Authority**

Each individual signing this agreement on behalf of his or her member agency certifies he or she has the authority to enter into this agreement and to bind said agency.

### **Financial**

The NHDTGG may apply for funding from grants and other sources. Funds may be provided to the NHDTGG from other entities. Any funding obtained by the NHDTGG shall be administered through the Nebraska State Patrol and shall be used to carry out the Objectives discussed in this MOU as directed by the NHDTGG.

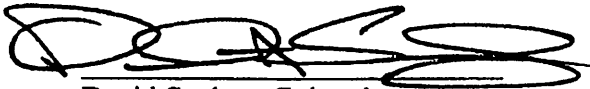
### **Amendments**

This MOU may be modified or amended by written agreement between the Superintendent of Law Enforcement and Public Safety and the member agencies of the NHDTGG.

### **Termination**

This MOU may be terminated by mutual agreement of the Superintendent of the NSP and the member agencies of the NHDTGG. If a member agency of the NHDTGG chooses to terminate its participation in the MOU, it can do so by providing thirty days written notice to the Chair of the NHDTGG.

As a member of the NHDTGG, the undersigned parties agree to abide by and uphold the conditions set forth in this MOU:



David Sankey, Colonel  
Superintendent of Law Enforcement and Public Safety  
**Nebraska State Patrol**  
1600 Highway 2  
Lincoln, NE 68509

6/26/13  
Date



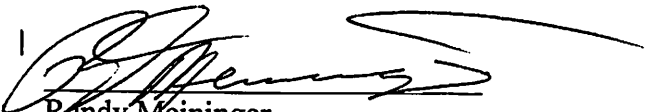
Todd Schmaderer  
Chief of Police  
**Omaha Police Department**  
505 South 15<sup>th</sup> Street  
Omaha, NE 68102-2769

7-29-13  
Date



Chris Beutler  
Mayor  
**City of Lincoln**  
555 South 10<sup>th</sup> Street, Suite 208  
Lincoln, NE 68508

7-29-13  
Date



Randy Meininger  
Mayor  
**City of Scottsbluff**  
2525 Circle Drive  
Scottsbluff, NE 69361

9/12/2013  
Date

# **City of Scottsbluff, Nebraska**

**Monday, October 7, 2013**

**Regular Meeting**

## **Item Exec1**

**Council to consider entering into closed session for purpose of discussing candidates who have applied to fill the unexpired term of City Council member Dave Boeckner.**

*Following passage of motion to enter into executive session, presiding officer must state purpose of executive session.*

Staff Contact: Rick Kuckkahn, City Manager

# **City of Scottsbluff, Nebraska**

**Monday, October 7, 2013**

**Regular Meeting**

## **Item Action1**

**Council to consider selection of an individual to fill the council vacancy left by the resignation of Council member Dave Boeckner.**

**Staff Contact:**