

City of Scottsbluff, Nebraska

Tuesday, February 17, 2015

Regular Meeting

Item Bids2

Council to consider the Landscape Maintenance Contract with Anita's Greenscaping, Inc. for the downtown gardens and authorize the Mayor to execute the contract.

Staff Contact: Leann Sato, Stormwater Specialist

Agenda Statement

Item No.

For meeting of: 2/17/2015

AGENDA TITLE: Landscape Maintenance Contract Approval for Downtown Gardens

SUBMITTED BY DEPARTMENT/ORGANIZATION: Stormwater

PRESENTATION BY: Rick Kuckkahn

SUMMARY EXPLANATION:

This is a three-year contract with Anita's Greenscaping, Inc. to maintain the gardens in the downtown parking lots, East Overland Entryway, and Public Safety Building rain garden. Anita's Greenscaping is the lowest bid out of three received at \$9,200. Final agreement costs total \$7,800 and will be divided between BID (\$5,750) for the parking lots and Stormwater (\$2,050) for the East Overland Entryway and Public Safety Building rain garden. Water department withdrew from the agreement and their share of costs has been deducted from the original total.

BOARD/COMMISSION RECOMMENDATION: BID recommended council approve the agreement at their meeting on 2/4/2015. (Please see attachment)

STAFF RECOMMENDATION:

Resolution	Ordinance	<u>Contract</u>	EXHIBITS Minutes	Plan/Map
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Other (specify) _____

NOTIFICATION LIST: Yes No Further Instructions

APPROVAL FOR SUBMITTAL: _____
City Manager

ANITA'S GREENSCAPING Inc.

Anita Gall
308-632-3007 or 308-631-7111

190245 Co Rd G
Scottsbluff, NE 69361

January 23, 2015

Bid Proposal For: City of Scottsbluff
(Includes: East Overland Entry way, Parking Lots 2, 3, 12, 8 & 16,
Well #3, and Public Safety Building Rain Garden)

LANDSCAPE MAINTENANCE – 2015

BED MAINTENANCE:

- Prune shrubs and trees
- Spring cleanup of bed areas
- Cut off ornamental grass
- Monitor watering system
- Fertilize and systemic roses
- Maintain existing perennials as needed
- Maintain weed control in bed areas
- Check plants for disease and insect damage
- Winterize drip system
- Fall cleanup of bed areas (depending upon the fall it may be done in Nov)

\$9200.00

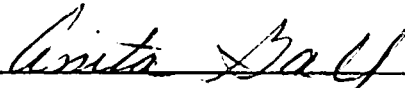
Billing will be March 2015 through October 2015 at \$1150 per month.

ADDITIONAL WORK:

Mulch installed per yard:

Chipper Mulch	\$40
Pole Peelings	\$48
Brn Mountain	\$65
Shredded Redwood	\$92

Authorized Signature _____



ACCEPTANCE OF PROPOSAL: The above prices, specification and conditions are satisfactory and are hereby accepted. ANITA'S GREENSCAPING is authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Signature _____

220298 Lake Minatare Road
Scottsbluff, NE 69361



308.672.5211

Bid Proposal for: **City of Scottsbluff**
2525 Circle Drive
Scottsbluff, NE 69361
630-8011 - Leann

RE: BID FOR DOWNTOWN GARDENS/BEDS

We hereby submit specifications and prices for landscape work according to the Maintenance Agreement:

	<u>Materials</u> <small>(Tax NOT Included)</small>	<u>Labor</u>	<u>Total</u> <small>(Tax Included)</small>
Spring Clean-up Clean all the designated beds as per Maintenance Agreement. Includes hauling away of all debris. (220 man hours)	\$0.00	\$11,000.00	\$11,000.00
Bi-monthly Maintenance Maintenance of beds as per Agreement for the entire season. (784 man hours)	\$0.00	\$35,280.00	\$35,280.00
Pre-Emergent	\$150.00	\$200.00	\$374.50
Mulch (as needed)	\$70.00 per cubic yard, installed		
TOTAL PROJECT FOR SEASON			\$46,654.50

We propose hereby to furnish material and labor--complete in accordance with above specifications and as per Maintenance Agreement for the sum of:

FORTY-SIX THOUSAND SIX HUNDRED FIFTY-FOUR AND 50/100 DOLLARS

Payment to be made as follows: **Upon Completion of Work and Presentation of Invoice**

All material is guaranteed to be as specified as indicated in Agreement. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature: Sally Estheim Proposal Date: January 19, 2015
Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. Prairie Designs & Landscapes is authorized to do the work as specified. Payment will be made as outlined above.

Customer Signature: _____ Date of Acceptance: _____





To the Board:

You can expect perfection!

Sally Eitrem





1400 East 20th Street • P.O. Box 6 • Scottsbluff, Nebraska 69363-0006 • FAX 308-635-7512 • 308-635-0811

Bid Proposal for: **City of Scottsbluff**
Attn: Stormwater Department
RE: Downtown Gardens
2525 Circle Drive
Scottsbluff NE 69361
Phone: 308-632-4138 fax: 308-630-6294
Leann Sato lsato@scottsbluff.org
308-630-8011

Bid for seasonal landscape maintenance of seven Downtown Gardens, March 1 through November 1, 2015 per bid specs in letter dated January 6, 2015	\$12,000.00
Natural mulch per cubic yard including labor to apply to beds	\$48.00 Cu Yd

We propose hereby to furnish material and labor--complete in accordance with above specifications and as per plan for the sum of:

As above

Payment to be made as follows: Monthly payment March through November

All material is guaranteed to be as specified as plan indicated. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature: Richard F. Mayor Proposal Date: January 23, 2015

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. Scottsbluff Landscaping is authorized to do the work as specified. Payment will be made as outlined above.

Customer Signature: _____ Date of Acceptance: _____

MAINTENANCE AGREEMENT

This Maintenance Agreement (“Agreement”) is made between the City of Scottsbluff, Nebraska, a Municipal Corporation, hereinafter called “City,” and Anita’s Greenscaping Inc., a Nebraska corporation, hereafter called “Contractor.”

1. Areas of Maintenance: The City owns several areas in and around its corporate limits which require maintenance. Those areas include:

- a. Parking Lot 2, 1700 1st Avenue (“Midwest”)
- b. Parking Lot 3, 1815 1st Avenue (“WNAC”)
- c. Parking Lot 12, 126 West 18th Street (“Southeast of Public Safety Building”)
- d. Parking Lots 8 and 16, 1701 Avenue A (“JoAnns”)
- e. East Overland Entry way, 1300 1st Avenue **Invoiced Separately**; and
- f. Public Safety Building Rain Garden, 198 West 19th Street **Invoiced Separately**.

2. Term: The term of this Agreement covers the maintenance requirements from March 1, 2015 to November 1, 2018. These maintenance requirements shall be conducted in three seasonal phases as described in paragraphs 4., 5. and 6.

3. Maintenance Seasonal Phases: The Contractor agrees that they will provide three separate seasonal maintenance phases for the areas described in paragraph 1. Those three seasonal phases include a spring cleanup phase, a summer maintenance phase and a fall/winter phase. During all phases, Contractor agrees to use Round-Up for weed control and to use the appropriate fertilizer for plants and trees to promote a health growth.

4. Spring Cleanup Phase: Contractor agrees that the spring cleanup phase will include an initial clean up to begin in March as the weather permits. Spring clean up will include:

- a. Picking up trash that gathered over the winter, pruning and/or cutting back grasses and perennials, shrubs shall be pruned to reduce size for visual obstruction and to eliminate dead, diseased or broken branches. Trees shall be structurally pruned to ANSI 300 standards.
- b. Contractor will provide mulch. All mulch shall be in a small diameter, chipped and organic. Contractor will restore mulch depth to 1½ to 2 inches around trees and shrubs. Mulch shall not touch any tree trunk. Mulch will be billed after installation for the quantity installed at the price designated in the quote.
- c. Contractor may use pre-emergent during the first year and apply at parking Lots 2 (behind Midwest Theater), 8 and 16 (behind JoAnns Fabric) only. Any pre-emergent must be labeled for use around trees, shrubs and grasses. Contractor agrees to use no other pre-emergent.

5. Summer Maintenance Phase: Contractor agrees to begin its summer maintenance phase between April 1 and to continue through October 1 of the growing season.

- a. The summer maintenance shall incorporate a watering schedule to set and maintain a drip system for watering as well as to inspect the drip system monthly, at a minimum, to insure emitters are clear, tubing free of leaks, and release proper amounts of water.
- b. Contractor agrees to check, at a minimum, each week to insure that trees and plants have adequate water. The parties agree goal is for the beds to become self-sustaining after establishment and therefore, Contractor will monitor, at least weekly, to determine the appropriate amount of water needed to maintain the health and welfare of the plants and trees. The water should follow low water use guidelines during establishment and that Parking Lot 2 and Parking Lots 8 and 16, should retain a regular low-water use watering schedule until established.
- c. Contractor agrees to let the plants seed down, the plants will be dead-headed in the event of storm damage, trash will be picked up, the plant beds will be weeded and monitored for disease and insect issues. Contractor agrees to notify the storm water department if issues are discovered. In addition, the Contractor agrees to replace and move mulch away from the crowns of plants as needed after storms, monitoring the staking of trees to include removing stakes from all established trees and addressing tree stakes and straps as needed.

The City advises and the Contractor understands that trees currently growing are on a separate valve system in all of the locations and that rain sensors are available in the system for Lots 8 and 16 (JoAnns). The Contractor agrees, if possible, the drip system should remain off after plants are established allowing sites to function naturally. Both parties understand and agree the watering and maintenance frequency is expected to vary depending upon rainfall, irrigation settings and fertility programs, Contractor agrees to use its best efforts to adjust watering and maintenance to the conditions.

6. Fall/Winter Phase: The Contractor agrees that the fall phase will include a leaf and debris clean up in October and the winterizing of the drip system at the end of the season, no later than mid-October. The Contractor then agrees to call the storm water department to schedule a meter shutoff, to blow out the system with an air compressor and then turn off the drip system computers for the season.

7. Equipment: The Contractor will provide its own equipment, lubricants, bags, labor and all other things necessary to perform the work described herein to complete the three phases. The Contractor will be responsible to the City only for the manner in which the work is done and is not subject to the City's control concerning the details of how the work is to be done, except as noted. Contractor will be deemed as an independent contractor and under no circumstances will be deemed an employee of the City.

8. City's Obligation: The City will be responsible for the irrigation systems in the designated properties. The City will work with Contractor when notified of issues in regard to the drip or irrigation systems. The City will pay the Contractor the sum of \$7,800.00 for each year during the term of this Agreement. Payments will be made on a monthly basis with payment to be made no later than 15 days after submission by the Contractor of invoices for the monthly payment as set forth in this paragraph. In addition, the City's obligation will include reimbursement to Contractor for the purchase and use of fertilizer, pre-emergent, or weed killer at the locations listed in paragraph 1 of this Agreement. Reimbursement will occur within 15 days of presentation and approval by the City of statements showing the cost and amount of application of those items.

Contractor agrees that Locations e. (East Overland Entry way) and f. (Public Safety Building Rain Garden) will be invoiced separately to the Scottsbluff Stormwater Department.

9. Indemnification: To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the City, and its council members, officers, agents, and employees (each "indemnified party") from and against and reimburse the indemnified party on demand for any damages, payment, loss, claim, cost or expense (including professional fees and reasonable costs of investigation incurred in defending against any such damages, payment, loss, claim, cost or expense) made or incurred by or asserted against an indemnified party as a result of or in connection with Contractor's actions or inactions under this Agreement or the actions or inactions of any contractor, subcontractor, consultant, sub-consultant, or agent of the Contractor, provided that nothing herein shall require Contractor to indemnify, defend or hold harmless an indemnified party for payments, losses, claims, costs, or expenses resulting from the indemnified party's own negligence.

10. Assignment: This Agreement may not be assigned by Contractor.

11. Termination: This Agreement may be terminated by the City in the event the Contractor:

- a. Acts with gross negligence or willful misconduct in connection with the performance of any of its responsibilities.
- b. Defaults in the performance of any of the duties set forth in this Agreement.
- c. Acts against the best interests of the City in any material respect.
- d. Upon ten days written notice provided by the City.

12. Insurance: During all times Contractor performs services for the City, Contractor agrees to maintain in effect a policy of professional liability insurance protecting Contractor and its employees in an amount of not less than \$1,000,000.00. Contractor shall maintain in effect a policy of Workers' Compensation Insurance as required by law. Contractor shall also maintain in

effect an insurance policy in an amount of not less than \$1,000,000.00 which protects Contractor and the City from damages resulting from Contractor's conduct. Certificates showing that Contractor has the required insurance shall be filed with the City and updated as necessary. Certificates shall provide not less than ten days prior written notice of cancellation or material changes of terms of the policy. All such certificates shall name the City as an additional insured.

13. Miscellaneous:

- a. The parties shall comply with and apply Nebraska law, without reference to the conflicts of law provisions thereof, in the performance and interpretation of this Agreement.
- b. Contractor shall not subcontract or assign any portion of the services required hereunder without the prior written consent of the City.
- c. This Agreement represents the entire understanding between the Contractor and the City and it supersedes all prior representations or agreements whether written or oral. This Agreement may be altered only by a written amendment signed by both the Contractor and the City.
- d. If for any reason, whatsoever, any one or more of the provisions or any portion of any provision of this Agreement shall be held or deemed to be inoperative, unenforceable, or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any other provision of this Agreement inoperative, unenforceable, or invalid.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

DATED: _____, 2015

CITY OF SCOTTSBLUFF, NEBRASKA

By _____
Mayor

ANITA'S GREENSCAPING INC.
a Nebraska corporation,

By _____
Anita Gall, President

BUSINESS IMPROVEMENT BOARD
Regular Meeting
February 4, 2015

The Scottsbluff Business Improvement Board had a meeting on Wednesday morning, February 4, 2015 at 8:00 a.m. at City Hall, 2525 Circle Drive, Scottsbluff, Nebraska. A notice of the meeting had been published on January 30, 2015 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 Business Improvement Board meeting should contact the Development Services Department, and that an agenda of the meeting kept continually current was available for public inspection at the Development Services Department office; provided, the Business Improvement Board 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 has been delivered to each Business Improvement Board member. An agenda kept continuously current was available for public inspection at the office of the Development Services Department at all times from publication to the time of the meeting.

Item 1: Chairperson, Neal Blomenkamp, presided over the proceedings. The following Business Improvement Board members were present: Donna Hessler, Angela Kembel, Rick Wayman, Beckie Rogers and Neal Blomenkamp. Members absent (excused): Roger Franklin and Ron Schluter. Members absent (unexcused): none. City officials present Annie Folck, City Planner, Annie Urdiales, Planning Administrator, Leann Sato, Stormwater Program Specialist, and Triniti Burgner, Recreation Director.

Item 2: Blomenkamp informed interested parties, a copy of the Nebraska Open Meetings Act is posted in the back of the City Council Chamber.

Item 4: Notice of changes in the agenda: None

Item 5: Citizens with items not scheduled on regular agenda: None.

Item 6: Minutes of January 14, 2015 were reviewed a motion was made by D. Hessler and seconded by B. Rogers to approve the minutes. Motion Carried.

Item 6A: Triniti Burgner, Recreation Director, for the City addressed the Board regarding a proposed event for downtown, they want to start with outside downtown movies; currently they have films at Frank Park in the summer months, along with concessions. The thought is to have the movie in the summer somewhere on Broadway. Triniti asked if the Board felt there was a good area on Broadway that would work better and if any of them would want to serve food outside from their businesses. The Board thought the logical area would be Broadway between 18th Street and 19th Street this would be a good location as there is electricity available from the mini-park, NPPD could work with them on the street lighting. The BID Board would promote the event and will wait to hear from Burgner for more definite details.

Item 6B: The Board reviewed quotes from Anita's Landscaping for upkeep and maintenance for parking lots in the district. They include the following:

Parking Lot # 4 – Behind Midwest Theater NW corner of 17th St & 1st Ave -	\$1,400
Parking Lots # 8 & 16 – Behind JoAnn's Fabrics NE corner of 17th & Ave A -	\$1,725
Parking Lot # 3 – Across from Art Center, NE corner of 18th St & 1st Ave	\$1,625
Parking Lot # 12 –Across from Police & Fire Bldg., SW corner of 18th & Ave A-	\$1,000

Anita has done maintenance on Parking Lots #'s 3 and 12 this past year. With the Parking lots behind the Midwest Theater and JoAnn's Fabrics were recently improved and these were added

to her bid (other City properties were included in her bid). The portion the BID would be responsible for is \$5,750 for five parking lots annually. (The bid is for three years)

Two other bids were received and Anita's Landscaping was the lowest and best bid. The \$5,750 does not include mulching. We will get these bids when we are sure how much and where it will be needed, we estimate this cost to be approximately \$1,000 or under. Different types of mulch were discussed and we will look into the different types and cost before we bid.

Conclusion: A motion was made by Hessler and seconded by Kembel to recommend approval of Anita's Landscaping bid for Parking lots 3, 4, 8, 12 & 16 for \$5,750 to City Council for maintenance and upkeep of the parking lots. YEAS": Kembel, Hessler, Wayman, Rodgers, and Blomenkamp "NAYS": None. ABSTAIN: None. ABSENT: Schluter, and Franklin. Motion Carried.

Item 6C: Amy Seiler presented landscape plans for parking lot # 10 which is located on the east side of Avenue A and north of 16th Street. The raised curb will be taken along with one parking space on the west end which will allow for tree canopy. Two trees and plants will be planted and the look will be more formal, new plants will be added along with plants used in the other lots making all our parking lots look cohesive.

The other parking lot discussed was parking lot # 16 located on the NE corner of Avenue A and 17th Street. This parking lot was planted with trees and plantings in September of 2014; we had a suggestion from a board member about possibly adding to the plan by adding several trees along the south end of the parking lot which runs along 17th Street. Amy has designed a plan for additional trees, ground cover and plantings with a curving walkway in the center of this 20' area. This will create a nice tree canopy and the area can be used for a short break and allow the public to relax for a few minutes on the proposed benches and tables enjoying the shade and plantings during the hot summer months. The board suggested lighting for the area and different areas to add tables, seating, also, maybe an area designated for smoking with signage. Another suggestion by the Board could signage be added designating other areas such as customer parking only, loading zones, fifteen minute parking only, etc. which will leave parking space open for the businesses in the area. Staff will look at these suggestions and get costs on lighting and usage of signage.

Item 6D: Annie Folck was asked by Ben Backus from Gering if the BID Board would send a letter of support for LB168. The bill expands the ability to create or expand the Board; it also allows business owners to make decisions for absentee landowners on what can be done within the District. Currently the Scottsbluff BID Board is allowed to have both property owners and business owners on the Board, and the Bill will not have any effect on them they decided to take no action at this time.

Item 7: Unfinished Business: Annie F. gave a brief update regarding the downtown town square, which was discussed at our last meeting. The City is still looking into the development of a town square and is considering different options. Some of the funding they have looked into is Tax Increment Financing (TIF) funds could be used to redevelop the area. This area of Broadway was blighted back when the City first used tax increment financing for several businesses on Broadway. Another possible funding source would be to implement an occupation tax for Broadway. Discussion was had on the pro and cons in adding an occupation tax and the Board prefers not to use it at this time since this adds another tax to businesses on Broadway along with the extra tax for the district.

A motion by Hessler, & seconded by Rodgers to adjourn. The meeting was adjourned at 9:25 a.m.

Neal Blomenkamp, Chairman

Attest: