

# **City of Scottsbluff, Nebraska**

**Monday, March 7, 2016**

**Regular Meeting**

## **Item Reports2**

**Council to consider approving the renewal of existing Sewer Cleaning and Fire Hydrant Maintenance Agreements and authorize the Mayor to sign them for another three year term.**

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

# Agenda Statement

Item No.

For meeting of: March 7, 2016

**AGENDA TITLE:** Council to consider approving the renewal of existing Sewer Cleaning and Fire Hydrant Maintenance Agreements and authorize the Mayor to sign them for another three year term.

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Public Works Department

**PRESENTATION BY:** Rick Kuckkahn, City Manager, Nathan Johnson, Asst. City Manager

**SUMMARY EXPLANATION:** This agenda item is for the approval of renewing nine existing agreements where the City provides service to others.

Eight are Sewer Jet Agreements (listed below) where the City provides sewer cleaning service at the request of the Contractee. The cost for this service is set forth in the City's municipal code where routine cleaning is provided at a rate of \$200.00 per hour, and emergency cleaning is \$300.00 per hour.

- City of Bayard
- City of Terrytown
- Sanitary Improvement District 4A (off Highland Road before the Airport)
- Sanitary Improvement District 8 (Country Club Estates) *Both sewer cleaning & hydrant maintenance*
- Village of Melbeta
- Western Nebraska Community College
- Western Nebraska Veterans Home

One Agreement is for Fire Hydrant Maintenance for Sanitary Improvement District #8 where fire hydrant work is performed at their request for the cost of labor, equipment and parts.

These Agreements are for three years and would continue under the same terms and conditions as in the past.

**BOARD/COMMISSION RECOMMENDATION:**

**STAFF RECOMMENDATION:** Approve renewal of Agreements and authorize the Mayor to sign them.

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## EXHIBITS

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

Other (specify) ☒ Copy of the Sewer Cleaning and Fire Hydrant Maintenance Agreements

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

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

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Rev 3/1/99CClerk

## AGREEMENT

This Agreement is made this <sup>4th</sup>~~16~~ day of <sup>March</sup>~~February~~, 2016, by and between the CITY OF SCOTTSBLUFF (hereinafter referred to as "Scottsbluff") and the CITY OF BAYARD (hereinafter referred to as "Contractee").

1. **PURPOSE.** Scottsbluff is in possession of certain pieces of equipment that are used for sewer cleaning and Contractee has a sewer system that from time to time needs cleaning. Contractee desires to contract with Scottsbluff to provide the sewer cleaning services upon request.

2. **NATURE OF THE WORK.** Scottsbluff agrees to provide the following services at the rates indicated for each:

- A. Routine sewer cleaning services (regularly scheduled preventative maintenance requested at least seven days in advance which will be scheduled by the Wastewater System Supervisor at Scottsbluff's convenience) at the rate of \$200.00 per hour.
- B. Emergency cleaning services (line blockage with sewer backup which has or will cause property damage) will be charged at the rate of \$300.00 an hour. Every effort will be made to respond within 24 hours depending upon priorities then existing within Scottsbluff (as set forth in paragraph 3D) and weather conditions.
- C. Sewer line inspections by camera equipment will be charged at the rate of \$200.00 per hour and must be requested at least 15 days in advance, services will be scheduled by the Wastewater System Supervisor at Scottsbluff's convenience.

3. **MISCELLANEOUS**

- A. Blockages found to be caused by an improperly maintained grease trap will be charged at double the routine or emergency cleaning rate, whichever the case may be. The determination of whether the blockage was caused by grease will be made by Scottsbluff and its responding crew through visual inspection of the material removed from the line.
- B. Travel time to and from the location will be included as part of the time charged.
- C. A minimum of one hour will be charged on all service calls.
- D. Because Scottsbluff's primary responsibility is to its city service area and the systems connected to the Scottsbluff system, emergency calls will be handled according to the following priority:
  - I. Scottsbluff sewer system;
  - II. Scottsbluff storm sewers;
  - III. SID and private systems connected to Scottsbluff's system;
  - IV. Other public and private systems.
- E. Scottsbluff shall not be responsible for damage to Contractee's sewer system or private facilities connected to the system.
- F. Minimum pipe size in which the sewer jet can be used is eight inches in diameter.

G. If an emergency takes place in Scottsbluff requiring use of equipment while a job with the Contractee is in progress, Scottsbluff reserves the right to pull that equipment and return to Scottsbluff.

H. When this contract is executed with an SID, the agreement is void if all residents' sewer bills are not paid current at the time of the request for services.

4. **CONDITIONS.**

A. Before Scottsbluff commences to provide the services above described, Contractee agrees to install and maintain grease traps as are recommended by Scottsbluff's plumbing inspector or wastewater system supervisor. Thereafter, Contractee agrees to properly maintain the grease traps on a schedule as recommended by Scottsbluff.

B. Contractee agrees to name Scottsbluff as an additional insured on its liability insurance policy and to file a certificate of such concerns with Scottsbluff's City Clerk. Both parties agree that this provision shall not affect the subrogation rights of either party or its insurance company.

C. Contractee agrees to provide one copy of its sewer system map and to provide at least one person during routine or emergency calls to locate and open manholes as required.

5. **TERMINATION.** The term of this agreement shall be three years from the date of its execution by Scottsbluff, except that either party may terminate such agreement by giving the other 30 days' written notice.

IN WITNESS WHEREOF, this agreement is signed the day and year first above written.

CITY OF BAYARD

BY: Michelle Coolidge  
TITLE: Mayor

ATTEST:

[Signature]  
Title: City clerk

CITY OF SCOTTSBLUFF, NE.

BY: \_\_\_\_\_  
TITLE: Mayor

ATTEST:

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

## AGREEMENT

This Agreement is made this 4th day of March, 2016, by and between the CITY OF SCOTTSBLUFF (hereinafter referred to as "Scottsbluff") and the CITY OF TERRYTOWN (hereinafter referred to as "Contractee").

1. **PURPOSE.** Scottsbluff is in possession of certain pieces of equipment that are used for sewer cleaning and Contractee has a sewer system that from time to time needs cleaning. Contractee desires to contract with Scottsbluff to provide the sewer cleaning services upon request.

2. **NATURE OF THE WORK.** Scottsbluff agrees to provide the following services at the rates indicated for each:

- A. Routine sewer cleaning services (regularly scheduled preventative maintenance requested at least seven days in advance which will be scheduled by the Wastewater System Supervisor at Scottsbluff's convenience) at the rate of \$200.00 per hour.
- B. Emergency cleaning services (line blockage with sewer backup which has or will cause property damage) will be charged at the rate of \$300.00 an hour. Every effort will be made to respond within 24 hours depending upon priorities then existing within Scottsbluff (as set forth in paragraph 3D) and weather conditions.
- C. Sewer line inspections by camera equipment will be charged at the rate of \$200.00 per hour and must be requested at least 15 days in advance, services will be scheduled by the Wastewater System Supervisor at Scottsbluff's convenience.

3. **MISCELLANEOUS**

- A. Blockages found to be caused by an improperly maintained grease trap will be charged at double the routine or emergency cleaning rate, whichever the case may be. The determination of whether the blockage was caused by grease will be made by Scottsbluff and its responding crew through visual inspection of the material removed from the line.
- B. Travel time to and from the location will be included as part of the time charged.
- C. A minimum of one hour will be charged on all service calls.
- D. Because Scottsbluff's primary responsibility is to its city service area and the systems connected to the Scottsbluff system, emergency calls will be handled according to the following priority:
  - I. Scottsbluff sewer system;
  - II. Scottsbluff storm sewers;
  - III. SID and private systems connected to Scottsbluff's system;
  - IV. Other public and private systems.
- E. Scottsbluff shall not be responsible for damage to Contractee's sewer system or private facilities connected to the system.
- F. Minimum pipe size in which the sewer jet can be used is eight inches in diameter.

- G. If an emergency takes place in Scottsbluff requiring use of equipment while a job with the Contractee is in progress, Scottsbluff reserves the right to pull that equipment and return to Scottsbluff.
- H. When this contract is executed with an SID, the agreement is void if all residents' sewer bills are not paid current at the time of the request for services.

4. **CONDITIONS.**

- A. Before Scottsbluff commences to provide the services above described, Contractee agrees to install and maintain grease traps as are recommended by Scottsbluff's plumbing inspector or wastewater system supervisor. Thereafter, Contractee agrees to properly maintain the grease traps on a schedule as recommended by Scottsbluff.
- B. Contractee agrees to name Scottsbluff as an additional insured on its liability insurance policy and to file a certificate of such concerns with Scottsbluff's City Clerk. Both parties agree that this provision shall not affect the subrogation rights of either party or its insurance company.
- C. Contractee agrees to provide one copy of its sewer system map and to provide at least one person during routine or emergency calls to locate and open manholes as required.

5. **TERMINATION.** The term of this agreement shall be three years from the date of its execution by Scottsbluff, except that either party may terminate such agreement by giving the other 30 days' written notice.

IN WITNESS WHEREOF, this agreement is signed the day and year first above written.

CITY OF TERRYTOWN

BY: Kent Greenwalt

TITLE: Mayor

ATTEST:

Linda Green  
Title: City Clerk

CITY OF SCOTTSBLUFF, NE.

BY: \_\_\_\_\_

ATTEST:

TITLE: Mayor

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

## AGREEMENT

This Agreement is made this 4th day of March, 2016, by and between the CITY OF SCOTTSBLUFF (hereinafter referred to as "Scottsbluff") and the SANITARY IMPROVEMENT DISTRICT #4A (hereinafter referred to as "Contractee").

1. **PURPOSE.** Scottsbluff is in possession of certain pieces of equipment that are used for sewer cleaning and Contractee has a sewer system that from time to time needs cleaning. Contractee desires to contract with Scottsbluff to provide the sewer cleaning services upon request.

2. **NATURE OF THE WORK.** Scottsbluff agrees to provide the following services at the rates indicated for each:

- A. Routine sewer cleaning services (regularly scheduled preventative maintenance requested at least seven days in advance which will be scheduled by the Wastewater System Supervisor at Scottsbluff's convenience) at the rate of \$200.00 per hour.
- B. Emergency cleaning services (line blockage with sewer backup which has or will cause property damage) will be charged at the rate of \$300.00 an hour. Every effort will be made to respond within 24 hours depending upon priorities then existing within Scottsbluff (as set forth in paragraph 3D) and weather conditions.
- C. Sewer line inspections by camera equipment will be charged at the rate of \$200.00 per hour and must be requested at least 15 days in advance, services will be scheduled by the Wastewater System Supervisor at Scottsbluff's convenience.

3. **MISCELLANEOUS**

- A. Blockages found to be caused by an improperly maintained grease trap will be charged at double the routine or emergency cleaning rate, whichever the case may be. The determination of whether the blockage was caused by grease will be made by Scottsbluff and its responding crew through visual inspection of the material removed from the line.
- B. Travel time to and from the location will be included as part of the time charged.
- C. A minimum of one hour will be charged on all service calls.
- D. Because Scottsbluff's primary responsibility is to its city service area and the systems connected to the Scottsbluff system, emergency calls will be handled according to the following priority:
  - I. Scottsbluff sewer system;
  - II. Scottsbluff storm sewers;
  - III. SID and private systems connected to Scottsbluff's system;
  - IV. Other public and private systems.
- E. Scottsbluff shall not be responsible for damage to Contractee's sewer system or private facilities connected to the system.
- F. Minimum pipe size in which the sewer jet can be used is eight inches in diameter.

- G. If an emergency takes place in Scottsbluff requiring use of equipment while a job with the Contractee is in progress, Scottsbluff reserves the right to pull that equipment and return to Scottsbluff.
- H. When this contract is executed with an SID, the agreement is void if all residents' sewer bills are not paid current at the time of the request for services.

4. **CONDITIONS.**

- A. Before Scottsbluff commences to provide the services above described, Contractee agrees to install and maintain grease traps as are recommended by Scottsbluff's plumbing inspector or wastewater system supervisor. Thereafter, Contractee agrees to properly maintain the grease traps on a schedule as recommended by Scottsbluff.
- B. Contractee agrees to name Scottsbluff as an additional insured on its liability insurance policy and to file a certificate of such concerns with Scottsbluff's City Clerk. Both parties agree that this provision shall not affect the subrogation rights of either party or its insurance company.
- C. Contractee agrees to provide one copy of its sewer system map and to provide at least one person during routine or emergency calls to locate and open manholes as required.

5. **TERMINATION.** The term of this agreement shall be three years from the date of its execution by Scottsbluff, except that either party may terminate such agreement by giving the other 30 days' written notice.

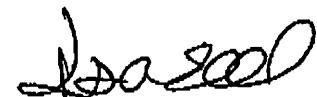
IN WITNESS WHEREOF, this agreement is signed the day and year first above written.

SANITARY IMPROVEMENT DISTRICT #4A

BY: 

TITLE: Clerk

ATTEST:



Title: Chairman

CITY OF SCOTTSBLUFF, NE.

BY: \_\_\_\_\_

TITLE: Mayor

ATTEST:

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



## AGREEMENT

This Agreement is made this <sup>4th</sup> ~~2<sup>ND</sup>~~ day of <sup>March</sup> ~~February~~, 2016, by and between the CITY OF SCOTTSBLUFF (hereinafter referred to as "Scottsbluff") and the SANITARY IMPROVEMENT DISTRICT #8 (hereinafter referred to as "Contractee").

1. **PURPOSE.** Scottsbluff is in possession of certain pieces of equipment that are used for sewer cleaning and Contractee has a sewer system that from time to time needs cleaning. Contractee desires to contract with Scottsbluff to provide the sewer cleaning services upon request.

2. **NATURE OF THE WORK.** Scottsbluff agrees to provide the following services at the rates indicated for each:

- A. Routine sewer cleaning services (regularly scheduled preventative maintenance requested at least seven days in advance which will be scheduled by the Wastewater System Supervisor at Scottsbluff's convenience) at the rate of \$200.00 per hour.
- B. Emergency cleaning services (line blockage with sewer backup which has or will cause property damage) will be charged at the rate of \$300.00 an hour. Every effort will be made to respond within 24 hours depending upon priorities then existing within Scottsbluff (as set forth in paragraph 3D) and weather conditions.
- C. Sewer line inspections by camera equipment will be charged at the rate of \$200.00 per hour and must be requested at least 15 days in advance, services will be scheduled by the Wastewater System Supervisor at Scottsbluff's convenience.

3. **MISCELLANEOUS**

- A. Blockages found to be caused by an improperly maintained grease trap will be charged at double the routine or emergency cleaning rate, whichever the case may be. The determination of whether the blockage was caused by grease will be made by Scottsbluff and its responding crew through visual inspection of the material removed from the line.
- B. Travel time to and from the location will be included as part of the time charged.
- C. A minimum of one hour will be charged on all service calls.
- D. Because Scottsbluff's primary responsibility is to its city service area and the systems connected to the Scottsbluff system, emergency calls will be handled according to the following priority:
  - I. Scottsbluff sewer system;
  - II. Scottsbluff storm sewers;
  - III. SID and private systems connected to Scottsbluff's system;
  - IV. Other public and private systems.
- E. Scottsbluff shall not be responsible for damage to Contractee's sewer system or private facilities connected to the system.
- F. Minimum pipe size in which the sewer jet can be used is eight inches in diameter.

G. If an emergency takes place in Scottsbluff requiring use of equipment while a job with the Contractee is in progress, Scottsbluff reserves the right to pull that equipment and return to Scottsbluff.

H. When this contract is executed with an SID, the agreement is void if all residents' sewer bills are not paid current at the time of the request for services.

4. **CONDITIONS.**

A. Before Scottsbluff commences to provide the services above described, Contractee agrees to install and maintain grease traps as are recommended by Scottsbluff's plumbing inspector or wastewater system supervisor. Thereafter, Contractee agrees to properly maintain the grease traps on a schedule as recommended by Scottsbluff.

B. Contractee agrees to name Scottsbluff as an additional insured on its liability insurance policy and to file a certificate of such concerns with Scottsbluff's City Clerk. Both parties agree that this provision shall not affect the subrogation rights of either party or its insurance company.


C. Contractee agrees to provide one copy of its sewer system map and to provide at least one person during routine or emergency calls to locate and open manholes as required.

5. **TERMINATION.** The term of this agreement shall be three years from the date of its execution by Scottsbluff, except that either party may terminate such agreement by giving the other 30 days' written notice.

IN WITNESS WHEREOF, this agreement is signed the day and year first above written.

SANITARY IMPROVEMENT DISTRICT #8

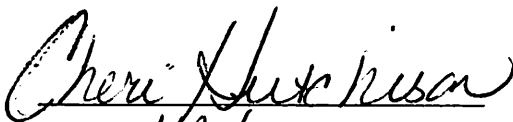
BY:

TROY L. HILYARD 

TITLE:

CHAIRMAN

ATTEST:



Title:

Witness

CITY OF SCOTTSBLUFF, NE.

BY:

\_\_\_\_\_

ATTEST:

TITLE:

Mayor

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

## AGREEMENT

This Agreement is made this 4th day of March ~~FEBRUARY~~ 2016, by and between the CITY OF SCOTTSSLUFF (hereinafter referred to as "Scottsbluff") and SANITARY IMPROVEMENT DISTRICT #8 (hereinafter referred to as "Contractee").

1. **PURPOSE.** Scottsbluff is in possession of certain pieces of equipment that are used for the repair, replacement or painting of fire hydrants and Contractee has a water system with fire hydrants that from time to time need maintenance and repair. Contractee desires to contract with Scottsbluff to provide the fire hydrant repair, replacement and painting services (hereinafter referred to as fire hydrant maintenance) upon request.

2. **NATURE OF THE WORK.** Scottsbluff agrees to provide the following services upon request of Contractee at the rates indicated for each:

- A. Routine fire hydrant maintenance (requested at least seven days in advance which will be scheduled by the Water System Supervisor at Scottsbluff's convenience) will be charged at the current labor and use of equipment rates reflected in Section 6-6-34 of Scottsbluff's Municipal Code plus actual costs for parts and supplies.
- B. Emergency fire hydrant maintenance (broken hydrant causing flooding and after hour calls) will be charged at the current labor rate reflected in Section 6-6-34 of Scottsbluff's Municipal Code. Every effort will be made to respond within 24 hours depending upon priorities then existing within Scottsbluff (as set forth in paragraph 3C) and weather conditions.

3. **MISCELLANEOUS**

- A. Travel time to and from the location will be included as part of the time charged.
- B. A minimum of one hour will be charged on all service calls. Other than hydrant painting, all fire hydrant maintenance will require two or more employees.
- C. Because Scottsbluff's primary responsibility is to its city service area and the systems connected to the Scottsbluff system, emergency calls will be handled according to the following priority:
  - I. Scottsbluff water system;
  - II. SID and private systems connected to Scottsbluff's system;
  - III. Other public and private systems.

- D. Scottsbluff shall not be responsible for damage to Contractee's water system or private facilities connected to the system.
- E. If an emergency takes place in Scottsbluff requiring use of equipment while a job with the Contractee is in progress, Scottsbluff reserves the right to pull that equipment and return to Scottsbluff.

4. **CONDITIONS.**

- A. Contractee agrees to name Scottsbluff as an additional insured on its liability insurance policy and to file a certificate of such insurance with Scottsbluff's City Clerk. Both parties agree that this provision shall not affect the subrogation rights of either party or its insurance company.
- B. Contractee agrees to provide at least one person during routine or emergency calls to assist as needed.

5. **TERMINATION.**

The term of this agreement shall be three years from the date of its execution by Scottsbluff, except that either party may terminate such agreement by giving the other 30 days' written notice.

IN WITNESS WHEREOF, this agreement is signed the day and year first above written.

**SANITARY IMPROVEMENT DISTRICT #8**

BY: Troy L. Hilgert Troy Hilgert  
TITLE: CHAIRMAN

ATTEST:

Cheri Hutchinson  
Title: Witness

**CITY OF SCOTTSBLUFF, NE.**

BY: \_\_\_\_\_

ATTEST:

TITLE: Mayor

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

## AGREEMENT

This Agreement is made this <sup>4th</sup>~~10th~~ day of <sup>March</sup>~~February~~, 2016, by and between the CITY OF SCOTTSBLUFF (hereinafter referred to as "Scottsbluff") and the VILLAGE OF MELBETA (hereinafter referred to as "Contractee").

1. **PURPOSE.** Scottsbluff is in possession of certain pieces of equipment that are used for sewer cleaning and Contractee has a sewer system that from time to time needs cleaning. Contractee desires to contract with Scottsbluff to provide the sewer cleaning services upon request.

2. **NATURE OF THE WORK.** Scottsbluff agrees to provide the following services at the rates indicated for each:

- A. Routine sewer cleaning services (regularly scheduled preventative maintenance requested at least seven days in advance which will be scheduled by the Wastewater System Supervisor at Scottsbluff's convenience) at the rate of \$200.00 per hour.
- B. Emergency cleaning services (line blockage with sewer backup which has or will cause property damage) will be charged at the rate of \$300.00 an hour. Every effort will be made to respond within 24 hours depending upon priorities then existing within Scottsbluff (as set forth in paragraph 3D) and weather conditions.
- C. Sewer line inspections by camera equipment will be charged at the rate of \$200.00 per hour and must be requested at least 15 days in advance, services will be scheduled by the Wastewater System Supervisor at Scottsbluff's convenience.

3. **MISCELLANEOUS**

- A. Blockages found to be caused by an improperly maintained grease trap will be charged at double the routine or emergency cleaning rate, whichever the case may be. The determination of whether the blockage was caused by grease will be made by Scottsbluff and its responding crew through visual inspection of the material removed from the line.
- B. Travel time to and from the location will be included as part of the time charged.
- C. A minimum of one hour will be charged on all service calls.
- D. Because Scottsbluff's primary responsibility is to its city service area and the systems connected to the Scottsbluff system, emergency calls will be handled according to the following priority:
  - I. Scottsbluff sewer system;
  - II. Scottsbluff storm sewers;
  - III. SID and private systems connected to Scottsbluff's system;
  - IV. Other public and private systems.
- E. Scottsbluff shall not be responsible for damage to Contractee's sewer system or private facilities connected to the system.
- F. Minimum pipe size in which the sewer jet can be used is eight inches in diameter.



- G. If an emergency takes place in Scottsbluff requiring use of equipment while a job with the Contractee is in progress, Scottsbluff reserves the right to pull that equipment and return to Scottsbluff.
- H. When this contract is executed with an SID, the agreement is void if all residents' sewer bills are not paid current at the time of the request for services.

4. **CONDITIONS.**

- A. Before Scottsbluff commences to provide the services above described, Contractee agrees to install and maintain grease traps as are recommended by Scottsbluff's plumbing inspector or wastewater system supervisor. Thereafter, Contractee agrees to properly maintain the grease traps on a schedule as recommended by Scottsbluff.
- B. Contractee agrees to name Scottsbluff as an additional insured on its liability insurance policy and to file a certificate of such concerns with Scottsbluff's City Clerk. Both parties agree that this provision shall not affect the subrogation rights of either party or its insurance company.
- C. Contractee agrees to provide one copy of its sewer system map and to provide at least one person during routine or emergency calls to locate and open manholes as required.

5. **TERMINATION.** The term of this agreement shall be three years from the date of its execution by Scottsbluff, except that either party may terminate such agreement by giving the other 30 days' written notice.

IN WITNESS WHEREOF, this agreement is signed the day and year first above written.

VILLAGE OF MELBETA

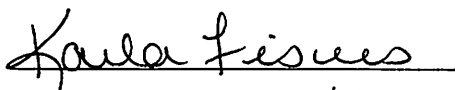
BY:



ATTEST:

TITLE:

Chairman



Title: Village Clerk/Treasurer

CITY OF SCOTTSBLUFF, NE.

BY:

\_\_\_\_\_

ATTEST:

TITLE:

Mayor

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





## AGREEMENT

This Agreement is made this 14<sup>th</sup> day of March, 2016, by and between the CITY OF SCOTTSBLUFF (hereinafter referred to as "Scottsbluff") and the WESTERN NEBRASKA COMMUNITY COLLEGE (hereinafter referred to as "Contractee").

1. **PURPOSE**. Scottsbluff is in possession of certain pieces of equipment that are used for sewer cleaning and Contractee has a sewer system that from time to time needs cleaning. Contractee desires to contract with Scottsbluff to provide the sewer cleaning services upon request.

2. **NATURE OF THE WORK**. Scottsbluff agrees to provide the following services at the rates indicated for each:

- A. Routine sewer cleaning services (regularly scheduled preventative maintenance requested at least seven days in advance which will be scheduled by the Wastewater System Supervisor at Scottsbluff's convenience) at the rate of \$200.00 per hour.
- B. Emergency cleaning services (line blockage with sewer backup which has or will cause property damage) will be charged at the rate of \$300.00 an hour. Every effort will be made to respond within 24 hours depending upon priorities then existing within Scottsbluff (as set forth in paragraph 3D) and weather conditions.
- C. Sewer line inspections by camera equipment will be charged at the rate of \$200.00 per hour and must be requested at least 15 days in advance, services will be scheduled by the Wastewater System Supervisor at Scottsbluff's convenience.

3. **MISCELLANEOUS**

- A. Blockages found to be caused by an improperly maintained grease trap will be charged at double the routine or emergency cleaning rate, whichever the case may be. The determination of whether the blockage was caused by grease will be made by Scottsbluff and its responding crew through visual inspection of the material removed from the line.
- B. Travel time to and from the location will be included as part of the time charged.
- C. A minimum of one hour will be charged on all service calls.
- D. Because Scottsbluff's primary responsibility is to its city service area and the systems connected to the Scottsbluff system, emergency calls will be handled according to the following priority:
  - I. Scottsbluff sewer system;
  - II. Scottsbluff storm sewers;
  - III. SID and private systems connected to Scottsbluff's system;
  - IV. Other public and private systems.
- E. Scottsbluff shall not be responsible for damage to Contractee's sewer system or private facilities connected to the system.
- F. Minimum pipe size in which the sewer jet can be used is eight inches in diameter.

G. If an emergency takes place in Scottsbluff requiring use of equipment while a job with the Contractee is in progress, Scottsbluff reserves the right to pull that equipment and return to Scottsbluff.

H. When this contract is executed with an SID, the agreement is void if all residents' sewer bills are not paid current at the time of the request for services.

4. **CONDITIONS.**

A. Before Scottsbluff commences to provide the services above described, Contractee agrees to install and maintain grease traps as are recommended by Scottsbluff's plumbing inspector or wastewater system supervisor. Thereafter, Contractee agrees to properly maintain the grease traps on a schedule as recommended by Scottsbluff.

B. Contractee agrees to name Scottsbluff as an additional insured on its liability insurance policy and to file a certificate of such concerns with Scottsbluff's City Clerk. Both parties agree that this provision shall not affect the subrogation rights of either party or its insurance company.

C. Contractee agrees to provide one copy of its sewer system map and to provide at least one person during routine or emergency calls to locate and open manholes as required.

5. **TERMINATION.** The term of this agreement shall be three years from the date of its execution by Scottsbluff, except that either party may terminate such agreement by giving the other 30 days' written notice.

IN WITNESS WHEREOF, this agreement is signed the day and year first above written.

WESTERN NEBRASKA COMMUNITY COLLEGE

BY: William W. Krupp  
TITLE: V.P. Administrative Services

ATTEST:

Michelle Coolidge  
Title: Admin Services Coordinator

CITY OF SCOTTSBLUFF, NE.

BY: \_\_\_\_\_

ATTEST:

TITLE: Mayor

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

## AGREEMENT

This Agreement is made this 4th day of March, 2016, by and between the CITY OF SCOTTSBLUFF (hereinafter referred to as "Scottsbluff") and the WESTERN NEBRASKA VETERANS HOME (hereinafter referred to as "Contractee").

1. **PURPOSE.** Scottsbluff is in possession of certain pieces of equipment that are used for sewer cleaning and Contractee has a sewer system that from time to time needs cleaning. Contractee desires to contract with Scottsbluff to provide the sewer cleaning services upon request.

2. **NATURE OF THE WORK.** Scottsbluff agrees to provide the following services at the rates indicated for each:

- A. Routine sewer cleaning services (regularly scheduled preventative maintenance requested at least seven days in advance which will be scheduled by the Wastewater System Supervisor at Scottsbluff's convenience) at the rate of \$200.00 per hour.
- B. Emergency cleaning services (line blockage with sewer backup which has or will cause property damage) will be charged at the rate of \$300.00 an hour. Every effort will be made to respond within 24 hours depending upon priorities then existing within Scottsbluff (as set forth in paragraph 3D) and weather conditions.
- C. Sewer line inspections by camera equipment will be charged at the rate of \$200.00 per hour and must be requested at least 15 days in advance, services will be scheduled by the Wastewater System Supervisor at Scottsbluff's convenience.

### 3. **MISCELLANEOUS**

- A. Blockages found to be caused by an improperly maintained grease trap will be charged at double the routine or emergency cleaning rate, whichever the case may be. The determination of whether the blockage was caused by grease will be made by Scottsbluff and its responding crew through visual inspection of the material removed from the line.
- B. Travel time to and from the location will be included as part of the time charged.
- C. A minimum of one hour will be charged on all service calls.
- D. Because Scottsbluff's primary responsibility is to its city service area and the systems connected to the Scottsbluff system, emergency calls will be handled according to the following priority:
  - I. Scottsbluff sewer system;
  - II. Scottsbluff storm sewers;
  - III. SID and private systems connected to Scottsbluff's system;
  - IV. Other public and private systems.
- E. Scottsbluff shall not be responsible for damage to Contractee's sewer system or private facilities connected to the system.
- F. Minimum pipe size in which the sewer jet can be used is eight inches in diameter.

G. If an emergency takes place in Scottsbluff requiring use of equipment while a job with the Contractee is in progress, Scottsbluff reserves the right to pull that equipment and return to Scottsbluff.

H. When this contract is executed with an SID, the agreement is void if all residents' sewer bills are not paid current at the time of the request for services.

4. **CONDITIONS.**

A. Before Scottsbluff commences to provide the services above described, Contractee agrees to install and maintain grease traps as are recommended by Scottsbluff's plumbing inspector or wastewater system supervisor. Thereafter, Contractee agrees to properly maintain the grease traps on a schedule as recommended by Scottsbluff.

B. Contractee agrees to name Scottsbluff as an additional insured on its liability insurance policy and to file a certificate of such concerns with Scottsbluff's City Clerk. Both parties agree that this provision shall not affect the subrogation rights of either party or its insurance company.

C. Contractee agrees to provide one copy of its sewer system map and to provide at least one person during routine or emergency calls to locate and open manholes as required.

5. **TERMINATION.** The term of this agreement shall be three years from the date of its execution by Scottsbluff, except that either party may terminate such agreement by giving the other 30 days' written notice.

IN WITNESS WHEREOF, this agreement is signed the day and year first above written.

WESTERN NEBRASKA VETERANS HOME

BY: Paul Richard

TITLE: maint. Supr.

ATTEST:

Spina Boyd  
Title: Secretary

CITY OF SCOTTSBLUFF, NE.

BY: \_\_\_\_\_

ATTEST:

TITLE: Mayor

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