

City of Scottsbluff, Nebraska

Monday, June 20, 2016

Regular Meeting

Item Reports1

Council to consider an agreement with the Village of Morrill to provide sewer cleaning services and authorize the Mayor to execute the agreement.

Staff Contact: Mark Bohl, Public Works Director

Agenda Statement

Item No.

For meeting of: June 20, 2016

AGENDA TITLE: Council to consider approving the renewal of an existing Sewer Cleaning Agreement with the Village of Morrill for another three year term.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Public Works Department

PRESENTATION BY: Nathan Johnson, City Manager

SUMMARY EXPLANATION: The City has an existing agreement with the Village of Morrill where we provide sewer cleaning service at their request. 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. The agreement is for three years and would continue under the same terms and conditions as in the past.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Approve renewal of this agreement and authorize the Mayor to sign it.

EXHIBITS

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

Other (specify) ☒ Copy of Sewer Cleaning Agreement

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

AGREEMENT

This Agreement is made this 18th day of June, 2016, by and between the CITY OF SCOTTSBLUFF (hereinafter referred to as "Scottsbluff") and the Village of Morrill (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 Department Manager 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 Department Manager 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 manager. 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 MORRILL

BY: John A. Schmidt

TITLE: Board Chairman

ATTEST:

Janine Schmidt
City Clerk

CITY OF SCOTTSBLUFF, NE.

BY: _____

TITLE: Mayor

ATTEST:

City Clerk