

# **City of Scottsbluff, Nebraska**

**Tuesday, February 19, 2019**

**Regular Meeting**

## **Item Reports1**

**Council to consider approving the emergency Sewer Cleaning and Fire Hydrant Maintenance Agreements for three year terms and authorize the Mayor to sign the Agreements.**

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

# Agenda Statement

Meeting Date: February 4, 2019

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

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

**PRESENTATION BY:** Nathan Johnson, 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 has provided routine and emergency sewer cleaning service at the request of the Contractee. The terms of the proposed renewal Agreement have been changed to offer emergency cleaning services and have the Contractee hire an independent contractor for routine cleaning service. This change has the City offering help through the emergency, but allows employees and equipment to return to perform their intended work in Scottsbluff.

The cost for this service is set forth in the City's municipal code where emergency cleaning service is \$350.00 per hour plus labor.

- 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
- Village of Morrill
- 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. The terms of this Agreement remain the same.

**BOARD/COMMISSION RECOMMENDATION:**

**STAFF RECOMMENDATION:** For Council to approve the proposed renewal Agreements with each Contractee listed for another three year term.

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## EXHIBITS

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

Please provide all visual presentation materials.

Other (specify) ☒ Template of Sewer Cleaning and Hydrant Maintenance Agreements

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

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City of Scottsbluff  
Office of the City Manager

Effective date: January 20, 2017

## **AGREEMENT**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF SCOTTSBLUFF (hereinafter referred to as “Scottsbluff”) and the \_\_\_\_\_ (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 emergency cleaning. Contractee desires to contract with Scottsbluff to provide emergency sewer cleaning services upon request. Contractee will hire an independent contractor for routine sewer cleaning service, when they determine it is needed.

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

- A. Emergency cleaning services, which is defined as a line blockage with sewer backup which has or will cause property damage, will be charged at the rate of \$350.00 an hour. Every effort will be made to respond within 24 hours depending upon priorities then existing within Scottsbluff and weather conditions.
- B. Sewer line inspections by camera equipment will be charged at the rate of \$225.00 per hour and when possible, should be requested at least 15 days in advance. The sewer line inspection must 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 emergency cleaning rate, or \$700.00 an hour. 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. Labor for all these services will be charged at the current rates reflected in Section 6-6-34 of the Scottsbluff Municipal Code. 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 emergency 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 an emergency cleaning with the Contractee is in progress, Scottsbluff reserves the right to pull that equipment and return to Scottsbluff.
- H. When this Agreement 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 emergency cleaning.

4. **CONDITIONS.**

- A. Before Scottsbluff commences to provide emergency cleaning services, 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 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.
- C. Contractee agrees to provide one copy of its sewer system map and to provide at least one person during 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.

**INSERT CONTRACTEE NAME**

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

**ATTEST:**

TITLE: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF SCOTTSBLUFF, NE.**

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

**ATTEST:**

TITLE: Mayor

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

## **AGREEMENT**

This Agreement is made this 4 day of March, 2019, by and between the CITY OF SCOTTSBLUFF (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: \_\_\_\_\_

**ATTEST:**

TITLE: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF SCOTTSBLUFF, NE.**

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

**ATTEST:**

TITLE: Mayor

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