

**BOARD OF COUNTY COMMISSIONERS  
SARPY COUNTY, NEBRASKA**

**RESOLUTION APPROVING AGREEMENT WITH MIDWEST STORAGE SOLUTIONS, INC.**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2012), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2012), the powers of the County as a body are exercised by the County Board; and,

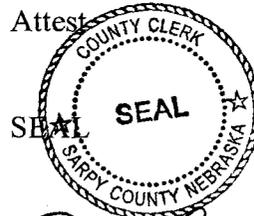
WHEREAS, the County of Sarpy desires to enter into a contract for services with Midwest Storage Solutions, Inc., as outlined in the Proposal for Service attached hereto; and,

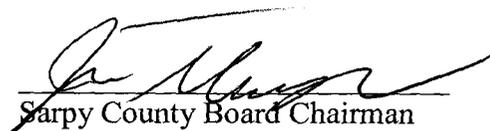
WHEREAS, entering into the contract for services with Midwest Storage Solutions, Inc. is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts the agreement with Midwest Storage Solutions, Inc., a copy of which is attached.

BE IT FURTHER RESOLVED that the Chairman of this Board, together with the county Clerk, is hereby authorized to sign on behalf of this Board the agreement with Midwest Storage Solutions, Inc., a copy of which is attached, and any other related documents, the same being approved by the Board.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with the applicable law on the 22<sup>nd</sup> day of April, 2014.



  
Sarpy County Board Chairman

  
County Clerk

# Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE  
1210 GOLDEN GATE DRIVE  
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent  
(402) 593-2349  
Debby Peoples, Asst. Purchasing Agent  
(402) 593-4164  
Beth Garber, Senior Buyer/Contract Administrator  
(402) 593-4476  
Lois Spethman, Supply Clerk/Purchaser  
(402) 593-2102

## Memo

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Lektriever Maintenance Agreements

The Sarpy County Attorney's Office and the Clerk of the District Court both have two lektriever units for high capacity file storage. The attached agreement will provide a maximum of three preventative maintenance checks per machine annually along with priority service attention and reduced part costs for a fee of \$650.00 per machine. This fee has remained unchanged for several years. The agreements include all labor, but do not include parts.

This has been placed on the April 22, 2014 Board agenda and is recommended for approval. Please feel free to contact me with any questions.

April 17, 2014

A handwritten signature in black ink, appearing to be "B Garber", written over a horizontal line.

Beth Garber

Cc: Deb Houghtaling  
Mark Wayne  
Scott Bovick  
Brian Hanson  
Debi Fabian  
Carol Kremer



**Midwest Storage Solutions, Inc.**

## LEKTRIEVER PREVENTIVE MAINTENANCE / EMERGENCY SERVICE LABOR AGREEMENT

### TERMS AND CONDITIONS

The purpose of the PM/ES Agreement is to assure the owner of the equipment that the equipment is in productive condition at all times, eliminating nonproductive downtime, reducing maintenance costs, extending equipment life and attaining and protecting the investment that the equipment was purchased for initially. Equipment covered by a PM/ES Agreement typically will have a higher trade in and/or resale value than equipment that is not under proper maintenance.

The PM/ES Agreement is authorized by the equipment owner or an employee. This PM/ES Agreement is automatically renewable at the prices in effect on the renewal date. PM/ES services will be performed by MSS personnel on the equipment listed for the period stated. Either party may terminate the agreement upon written notice to the other party, giving not less than 30 days notice. No refund will be provided upon termination of the agreement. In the event the termination is caused by the replacement by another piece of equipment provided by MSS, a credit of the existing unused portion of the PM/ES Agreement may be credited toward a PM/ES Agreement on the replacement equipment subject to approval and acceptance by MSS. The amount of credit will be at the discretion of MSS.

**IMPORTANT:** The PM/ES Agreement provides the following:

1. Preventive Maintenance is performed a **minimum of three times within 12 months**. Includes 21-point equipment inspection, all lubrications, and adjustments as necessary or as recommended by the manufacturer, (does not include rebuilding of equipment due to being worn out).
2. Emergency service calls shall be performed during MSS's established business hours excluding weekends and holidays.
3. Priority service attention is provided to users with equipment covered by a PM/ES Agreement before service is rendered to a user that is not covered by such an agreement.
4. Equipment covered by a PM/ES Agreement will receive a 10% discount on the cost of moving the equipment from one location to another. The PM/ES Agreement does not cover repairs and/or parts required because the equipment is "worn out" and requires rebuilding or due to an accident, fire, water, abuse, misuse, neglect, theft, vandalism, electrical power failure, alterations, changes in setup or move conditions resulting from Acts of God, or repairs made necessary by service performed by personnel other than personnel of MSS, or by use of equipment, supplies or spare parts not meeting manufacturer's specifications.
5. Midwest Storage Solution's established business hours are 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays as recognized by MSS. MSS's prices for equipment covered by the PM/ES Agreement are based on the understanding that the equipment will be used during a standard 40 hour work week of one shift, excluding Saturday, Sunday, and nationally recognized holidays. When equipment is used on a two or three shift basis, the regular pricing of the Agreement will be increased 50% or 100% respectively
6. In the event equipment covered by a PM/ES Agreement should become destandardized or any parts become unavailable from the original equipment manufacturer, MSS will make every effort to locate and provide the required part.

**CAUTION:** Moving or servicing equipment with unauthorized personnel and/or parts will void a factory warranty and/or an MSS PM Agreement. Your investment is protected in using a factory-authorized representative for all service and moving of the equipment. To avoid scheduling difficulties, contact your MSS Service representative well in advance of a planned equipment move.

Questions regarding this or any MSS PM/ES Agreement should be directed to the attention of the Service Division Manager by calling (402) 935-0357.

**Sarpy County Attorney's Office**

Subject: Lektriever Serial # 80947 and Powerfile Serial # 35585

Total investment for PM/ES Labor only is \$650.00 per machine X 2 machines = **\$1,300.00.**

Agreement for a 12-month period shall begin on 5/1/2014 thru 4/30/2015.

We accept a PM/ES Agreement or  We decline service for the subject equipment

**Sarpy County District Court**

Subject: Lektriever Serial # 20289 and Powerfile Serial # 22074

Total investment for PJM/ES Labor only is \$650.00 per machine X 2 machines = **\$1,300.00.**

Agreement for a 12-month period shall begin on 5/1/2014 thru 4/30/2015.

We accept a PM/ES Agreement or  We decline service for the subject equipment

Sarpy County  
Company:

Jim Thompson                      Jim Thompson  
Name (Printed)                      Name (Signed)

Chairman                      4-22-2014  
Title                                      Date:

## **LEKTRIEVER 21 POINT INSPECTION**

Lektriever units under an MSS PM/ES Agreement receive the following inspections, adjustments or parts replacement (parts not included in pricing) if required on PM calls.

1. Check outside and inside rollers.
2. Motor & gearbox inspection (fluid levels, tension, alignment, motor position sensor).
3. Wiring -- verification that no wiring is loose or close to moving parts.
4. Posting Board (keypad, racks, spur gears) upper and lower settings.
5. Programming procedures (posting, slowdown, scan, carrier assignment, keypad wear/damage).
6. Conveyer drive tracks, upper, lower, straight sections, (wear, damage)
7. Down Hull tension bolts on conveyer chains.
8. Motor & carrier sprocket- teeth wear, alignment.
9. Lubrication - chains, motor, gearbox.
10. Carriers - (examine for twists, weld cracks, missing bolts).
11. Conveyer index switch setting.
12. Emitter / Detector alignment.
13. Conveyer system alignment - (squeaks, scraping, improper movement).
14. Bearings & locking hubs (check for movement and alignment).
15. Overhead door -- (rollers, track, springs, key lock assembly, indicator switch).
16. Indicator Status Display -- (check for accurate operation).
17. Overhead light assembly functions.
18. Examination of media / carrier balance -- (properly on carrier, allowing unit to cycle).
19. Check for fallen media and media fillers inside of unit.
20. Check for proper panel and skin attachment (micro switch points).
21. Discuss inspection with customer.

**Please return signed proposal to:**

**Midwest Storage Solutions, Inc.**

**5845 S. 118<sup>th</sup> Circle**

**Omaha, NE. 68137**

**Fax: (402) 935-0361**

**Email: [taylor@mss-1.com](mailto:taylor@mss-1.com)**

# Deb Houghtaling

# Sarpy County Clerk

Renee Lansman  
Chief Deputy

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1210 Golden Gate Drive #1250 • Papillion, Nebraska 68046-2895  
Phone: 402-593-2105 • Fax: 402-593-4471 • Website [www.Sarpy.com](http://www.Sarpy.com) • Email: [Clerk@sarpy.com](mailto:Clerk@sarpy.com)

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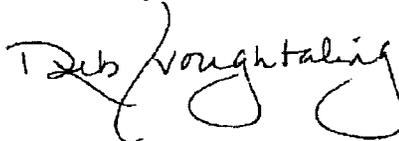
April 24, 2014

Midwest Storage Solutions, Inc.  
5845 S. 118<sup>th</sup> Circle  
Omaha, NE 68137

RE: Lektriever Preventive Maintenance / Emergency Service Labor Agreement

Enclosed is the above referenced agreement signed by the Sarpy County Board Chairman on April 22, 2014 for your files.

Sincerely,

A handwritten signature in black ink that reads "Deb Houghtaling". The signature is written in a cursive style with a large initial "D" and "H".

Deb Houghtaling  
Sarpy County Clerk

Enclosure  
DH/sm