



City of Grand Island

Tuesday, September 28, 2021

Council Session

Item G-4

#2021-237 - Approving Agreement with Clean Community Systems

Staff Contact: Stacy Nonhof, Interim City Attorney

Council Agenda Memo

From: Stacy Nonhof, Interim City Attorney

Meeting: September 28, 2021

Subject: Agreement with Grand Island Area Clean Community System

Presenter(s): Stacy Nonhof, Interim City Attorney

Background

Grand Island Area Clean Community System and City Administration are proposing for FY 2021-22 an appropriation of \$30,000.00 for services provided by Grand Island Area Clean Community System (GIACCS). Prior to any monies being paid out to GIACCS for FY 2021-22, an Agreement is needed to specify the obligations of each party and payment terms.

Discussion

The City is authorized to establish and provide for the support of any service, facility, or system required by the Integrated Solid Waste Management Act pursuant to the authority of Section 13-2021 of the Nebraska Revised Statutes, as amended. The Integrated Solid Waste Management Act requires the implementation of a solid waste management plan to provide for a local waste reduction and recycling program. GIACCS actively educates the public on recycling and solid waste and other environmental issues, and provides an educational resource center on such issues. GIACCS proposes a contract with the City to provide the following services:

1. Develop and print 20,000 utility bill inserts one to two times per year on environmental issues.
2. Develop and print 20,000 recycling brochures annually, updating recycling opportunities in Grand Island.
3. Work with local recyclers to identify public misunderstanding of existing recycling programs. Assist in providing public education to maximize recycling program use and minimize problems.
4. Foster and support corridor litter controls and beautification groups and organizations.
5. Provide and maintain information on environmental/recycling issues and concerns.
6. Provide consulting services to implement integrated solid waste plans.
7. Endorse and encourage recycling through educational presentations.

8. Conduct presentations on environmental issues and concerns to school groups, civic organizations and governmental agencies.
9. Coordinate community clean-ups with the City of Grand Island Solid Waste Superintendent.
10. Work with the Solid Waste Superintendent to collect and evaluate recycling/diversion data from local recyclers.
11. Secure grant funding on an annual basis to provide household hazardous waste collection and disposal services for the citizens of Grand Island.

In consideration of GIACCS performing the services provided for in this agreement, the City agrees to pay GIACCS Thirty Thousand and No/100 Dollars (\$30,000.00) annually.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the Agreement with Grand Island Area Clean Community System.

Sample Motion

Move to approve the Agreement with Grand Island Area Clean Community System.

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2021, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and **GRAND ISLAND AREA CLEAN COMMUNITY SYSTEM**, hereinafter referred to as "CCS".

WHEREAS, the City is authorized to establish and provide for the support of any service, facility, or system required by the Integrated Solid Waste Management Act pursuant to the authority of Section 13-2021 of the Nebraska Revised Statutes, as amended; and

WHEREAS, the Integrated Solid Waste Management Act requires the implementation of a solid waste management plan to provide for a local waste reduction and recycling program; and

WHEREAS, the CCS actively educates the public on recycling and solid waste and other environmental issues, and provides an educational resource center on such issues; and

WHEREAS, the City desires to and the City Council has approved such expenses within the 2021-2022 fiscal year's budget adopted by City Council on _____, 2021 to contract with CCS to perform certain services associated with environmental, solid waste and recycling matters.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the City and the CCS agree as follows:

1. **RESPONSIBILITIES.** The CCS agrees to perform the following services pursuant to this agreement:

(A) Develop and print 20,000 utility bill inserts one to two times per year on environmental issues.

(B) Develop and print 20,000 recycling brochures annually, updating recycling opportunities in Grand Island.

(C) Work with local recyclers to identify public misunderstanding of existing recycling programs. Assist in providing public education to maximize recycling program use and minimize problems.

(D) Foster and support corridor litter controls and beautification groups and organizations.

(E) Provide and maintain information on environmental/recycling issues and concerns.

(F) Provide consulting services to implement integrated solid waste plans.

(G) Endorse and encourage recycling through educational presentations.

(H) Conduct presentations on environmental issues and concerns to school groups, civic organizations and governmental agencies.

(I) Coordinate community clean-ups with the City of Grand Island Solid Waste Superintendent.

(J) Work with the Solid Waste Superintendent to collect and evaluate recycling/diversion data from local recyclers.

(K) Secure grant funding on an annual basis to provide household hazardous waste collection and disposal services for the citizens of Grand Island.

2. COMPENSATION. In consideration of the CCS performing the services provided for in this agreement, the City agrees to pay the CCS Thirty Thousand and No/100 Dollars (\$30,000.00) annually for a total contract price of Thirty Thousand Dollars and No/100 (\$30,000.00) Payment shall be made in four (4) quarterly installments of Seven Thousand Five Hundred Dollars and No/100 (\$7,500.00) with the first installment due and payable upon execution of this agreement by all parties, and upon approval of this agreement by the Grand Island City Council.

3. TERM. This agreement shall take effect on October 1, 2021, after its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2022.

4. LIMITATION. CCS hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated herein.

5. TERMINATION. Either party may terminate this contract upon sixty (60) days written notice to the other party.

6. ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the City and CCS notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

IN WITNESS WHEREOF, this agreement is executed by the respective parties.

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

By: _____
Roger G. Steele, Mayor

Attest: _____
RaNae Edwards, City Clerk

GRAND ISLAND AREA CLEAN
COMMUNITY SYSTEM

By: 
L. Denise McGovern-Gallagher, Executive Director

Grand Island Area Clean Community System Partnership with the City of Grand Island Annual Report

DATE: August 10, 2021

TO: Mayor Steele, members of the City Council, City Administrator Jerry Janulewicz, and Citizens of Grand Island.

FROM: L. Denise McGovern-Gallagher, Executive Director

Grand Island Area Clean Community System (CCS) and its Household Hazardous Waste facility is proud to have been in operation since 2012. Even through Covid-19 and now the delta variant have impacted our intake, we have remained open Monday-Friday 8:00 am to 4:30 pm and the 1st & 3rd Saturday of each month from 8:00 am to Noon. Serious precautions are in place to meet the needs of the public. For the protection of our staff, we did close our Swap Shop for a short period of time; however we are open and try to meet the needs of the public by shopping for them personally.

CCS is fortunate to have a remarkable partner like the City of Grand Island. The funding provided is used to match grants we apply for and receive from Nebraska Environmental Trust (NET) and Nebraska Department of Environment and Energy (NDEE). The majority of funding received ensures the proper operation of the Betty Curtis Household Hazardous Waste Facility. The balance of our grant funding helps facilitate our public education on the importance of recycling; the proper disposal of household hazardous waste; and the promotion of a sense of pride in a safe and clean community.

Assisting us in the safe disposal of hazardous waste, we contract with Clean Harbors Environmental. During the past year we accepted 150,787 pounds of hazardous waste. This amount is slightly up from the previous year. As for the cost to safely dispose of the waste, costs have increased slightly as well as our supplies to package waste. This past year we shipped 134,850 lbs. at a cost of \$110,346.97. We are seeing more individuals come from our neighboring communities, but the largest volume users is from Grand Island/Hall County. CCS's staff continues to remain certified to handle, sort, and package hazardous waste.

To promote recycling our "Swap Shop" continues to gain attention. We take normal every day item likes laundry detergent and motor oils and place them in an area of our building called the Swap Shop. The general public is encouraged to visit this area and take "free of charge" anything of interest. Items in high demand are latex paint, spray paint, stains, weed killer and fertilizers, automotive oils, house cleaners, caulking, and antifreeze. These items come to us as waste; however, some are new or nearly new that can be reused. In the past fiscal year we served around 1,600 individuals by reusing 31,538 pounds.

Living up to our promise to the City of Grand Island and to the other communities we serve, we continue to accept electronics on a daily basis. Limitations on storage space require us to host one day collection events for items like projection TV's and CRT TV's. During the past year we have hosted two (2) of these events. During our October 2020 event we collected 49,873 pounds of older TV's filling a semi in about two (2) hours. We had 266 individuals utilize our services. Our second event was held in June when restrictions were lifted. During this event we accepted 40,912 pounds and 130 individuals utilized the event. These collections are funded from grants provided by Nebraska Environmental Trust and Nebraska Recycling Council and are free of charge to its users.

At the time of this report we are in the thick of our 6th Annual City-wide Clean-up. We have a lot of our participants back this year and we have many new ones. In May we preformed the Litter Index. The report look extremely good this year. It may be in part to all the early spring litter clean-ups due to the nicer weather.

To help bring awareness to recycle, we produce the Annual Recycling Guide. This guide is placed in the March utility billing. We have over 55 partners to ensure recycling is done in Grand Island/Hall County. Our July insert focuses on hazardous waste, litter, and public education classes. We are also working with a local business to bring glass recycling to the Grand Island area.

Pulling together all the different aspects of Clean Community System is public education. Without public education the mission we live by would not succeed. On staff is a full time Keep America Beautiful Coordinator. The majority of our instruction is done in a school room environment, but we also participate in area events like: Bear Fair at the City Library, Parks and Recreation summer fun camps, Nebraska State Fair, Hall County Fair, Rowe Platte River Safari, Girl Scouts, Groundwater Festival, YMCA Summer Fun Club, Motor Litter Awareness Day, and Earth Week

We appreciate the support the City of Grand Island continues to provide and look forward to a long relationship that will benefit the citizens of Grand Island and Hall County.

Grand Island Area Clean Community System
L. Denise McGovern, Executive Director

RESOLUTION 2021-237

WHEREAS, the City of Grand Island is authorized to establish and provide for the support of any service, facility, or system required by the Integrated Solid Waste Management Act pursuant to the authority of Section 13-2021 of the Nebraska Revised Statutes, as amended; and

WHEREAS, the Integrated Solid Waste Management Act requires the implementation of a solid waste management plan to provide for a local waste reduction and recycling program. Grand Island Area Clean Community System (GIACCS) actively educates the public on recycling and solid waste and other environmental issues, and provides an educational resource center on such issues; and

WHEREAS, GIACCS proposes a contract with the City to provide the following services:

1. Develop and print 20,000 utility bill inserts one to two times per year on environmental issues.
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11. Work with the Solid Waste Superintendent to collect and evaluate recycling/diversion data from local recyclers.
12. Secure grant funding on an annual basis to provide household hazardous waste collection and disposal services for the citizens of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreement with Grand Island Area Clean Community System for services as set forth above for a fee of Twenty-Seven Thousand Five Hundred and No/100 Dollars (\$30,000.00) annually for a total contract price of Twenty-Seven Thousand Five Hundred Dollars and No/100 (\$30,000.00).

Approved as to Form	☐ _____
September 22, 2021	☐ City Attorney

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such Agreement on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, September 28, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

- 2 -