



City of Grand Island

Tuesday, September 13, 2022

Council Session

Item G-9

#2022-240 - Approving Agreement with Clean Community Systems

Staff Contact: Laura McAloon

Council Agenda Memo

From: Laura McAloon, City Attorney

Meeting: September 13, 2022

Subject: Agreement with Grand Island Area Clean Community System

Presenter(s): Laura McAloon, City Attorney

Background

Grand Island Area Clean Community System (CCS) and City Administration are proposing for FY 2022-23 an appropriation of \$30,000.00 for services provided by CCS. Prior to any monies being paid out to CCS for FY 2022-23, 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. CCS actively educates the public on recycling and solid waste and other environmental issues, and provides an educational resource center on such issues. CCS 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 CCS performing the services provided for in this agreement, the City agrees to pay CCS 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 _____, 2022, 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 2022-2023 fiscal year's budget adopted by City Council on _____, 2022 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, 2022, after its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2023.

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


Assistant City Attorney

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 1, 2022

TO: Mayor Steele, members of the City Council, City Administrator Jerry Janulewicz, Jeff Wattier, Solid Waste Superintendent, and Citizens of Grand Island.

FROM: L. Denise McGovern-Gallagher, Executive Director

Hazardous waste has a huge impact on the environment. Air, soil, water and wildlife health are all affected by the amounts of hazardous waste generated every day by individuals, businesses, and industry. Regulations exist to help safely dispose of it, but contamination still occurs. In fact, the U.S. Environmental Protection Agency (EPA) recorded voluntary disclosure and certified corrections of violations at more than 1,900 facilities in 2019. This was a 20% increase over the number of cases recorded in 2018. The main danger in the short term is water pollution. The chemicals that are disposed of into our waterways make streams, rivers, lakes and aquifers unsafe to use for drinking or agricultural purposes. Animals and plants sicken and die when they drink from these waters, and human health in areas downstream may be affected. Long-term effects include signs of mutation in animals, cancer and other diseases in humans, trash in our waterways and green spaces, and the destruction of many natural resources. Populations of insects such as bees, which are crucial to preserving the fertility of plant life, are dying off faster than they can repopulate due to human pollution. Another long-term impact of hazardous waste is the danger it poses to our water table. The area we serve sits on top of one of the largest aquifers in the United States. Chemicals can soak through soil and enter underground aquifers. What may have been a spill that occurred in a small area can quickly grow to impact an extremely large area. Even more frightening, the true impact of this can go undetected for a long periods of time. Even if spills are quickly contained, the chemicals can seep into soil, interrupting plants normal growth process.

Household Hazardous Waste (HHW) programs/facilities can benefit communities in several important ways. They can reduce the risks to health and the environment resulting from improper storage and disposal of HHW. They can reduce communities' liability for the cleanup of contamination resulting from improper HHW disposal. HHW programs/facilities can increase community resident's awareness of the potential risks associated with HHW and promote a better understanding of waste issues in general. In 2012 Grand Island Area Clean Community System (CCS) established a permanent regional facility to manage hazardous waste year-round.

On an average every household generates 20 pounds of HHW every year and this waste ends up in our landfills, but even worse, as much as 100+ pounds can accumulate in the home, often remaining there until the resident moves out or do an extensive cleanout. HHW is a major environmental and health issue. As long as manufacturers continue to produce chemicals for home use such as pesticides, insecticides, cleaning chemicals, the need for a collection

facilities like ours will continue. Clean Community System accepts and properly disposed of products such as stains, paint thinner, pool chemicals, lawn and garden chemicals (many now banned by the EPA), household cleaners such as caustic toilet and oven cleaners, Clorox, ammonia, Mercury, thermometers and thermostats, latex paint, florescent bulbs, and CFL bulbs. When individuals call to ask what we take we find it easier to tell them what we don't take. Through changes in landfill management and community awareness the use of this facility continues to improve.

Going back to 2012, this established facility has accepted over one million pounds of waste. By maximizing participation in our facility, the quantity of hazardous materials will be reduced in both the solid waste stream and the wastewater stream. Greater participation will mean higher costs for disposal of this waste, but in the short run will help avoid or reduce costs associated with potential environmental cleanups. It will also help to prevent or minimize health and safety problems associated with improper HHW storage and handling in homes. By expanding reuse and recycling our facility will conserve natural resources. Our current budget to safely dispose of hazardous waste is \$115,054.

In our efforts to reduce hazardous waste from our landfills and environment, we established a program whereas we recycle or offer for use as much of the collected waste as possible. Our "Swap Shop" helps reduce the amount of HHW that gets destroyed which significantly lowers our contractual costs. Our largest product available is paint. Other products we have available for reuse are lawn chemicals and fertilizers, cleaning products, automotive products including oil, calking, outdoor cleaning products, indoor/outdoor stains, aerosol paints, adhesives, and paint related products. Any product offered for reuse must be in its original container and the original label must also be intact and legible. Products that are banned, leaking, rusting, or otherwise damaged will not be made available. There is also no repackaging allowed. As for used oil, we do accept good used oil that has no water, debris, or otherwise compromised which is refined for burning as a supplemental fuel. Since the establishment of the "Swap Shop", CCS and its patrons, have reused 222,382 pounds of waste or approximately one-fifth (1/5) of what actually comes in as waste. CCS does not take all hazardous waste. We do not take radioactive materials (some smoke detectors), explosives, banned pesticides, and compressed gas cylinders.

Hazardous waste is any waste material that is corrosive, inflammable, chemically unstable, or contains an excessive amount of toxins. These waste materials cannot be disposed of with regular trash, because they will end up in landfills and cause immediate or long-term damage to human and animal health. All of us have a contribution in the generation of hazardous waste. A few simple changes in the products we use can result in a sizable reduction in hazardous waste, which in turn can save the environment. Proper disposal of hazardous waste is essential to our environment. Think of hazardous waste as this: would you drink from a water pitcher that previously contained lawn chemicals or paint? Of course not. So individuals should not be adding chemicals to our water supply. Individuals who use this facility are being responsible to our environment and to themselves. The waste we accept is incinerated and not landfilled which effectively mitigate hazardous waste.

To comply with the terms of our agreement, CCS ongoing Public Education helps teach the importance of not only hazardous waste but we instill the importance of reduce, reuse, and recycle. In 2021 our education helped 12,035 students and 1,273 educators understand the importance of the 3 R's. These numbers are based on direct programming and engagement.

Our dedication to Grand Island and its litter problem is very important to us. We have had more groups out early this year than in years past. They have already cleaned over 100 miles and 93.5 acres picking up over 10,000 pounds of trash in 274 hours. At the time of this report, we are conducting our City-wide Clean-up. There are a lot of returning teams and individuals who care about our community. Thank you to all these people and a big "thank you" to the City of Grand Island for being involved. We believe the City looks fantastic.

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-Gallagher
Executive Director

RESOLUTION 2022-240

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.
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.
5. Foster and support corridor litter controls and beautification groups and organizations.
6. Provide and maintain information on environmental/recycling issues and concerns.
7. Provide consulting services to implement integrated solid waste plans.
8. Endorse and encourage recycling through educational presentations.
9. Conduct presentations on environmental issues and concerns to school groups, civic organizations and governmental agencies.
10. Coordinate community clean-ups with the City of Grand Island Solid Waste Superintendent.
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 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).

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| September 7, 2022 | ☐ 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.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 13, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

- 2 -