



City of Grand Island

Tuesday, February 22, 2011

Council Session

Item I4

#2011-48 - Dissolution of the Grand Island Area Solid Waste Agency

Staff Contact: Gary R. Mader, Interim Public Works Director

Council Agenda Memo

From: Gary R. Mader, Interim Public Works Director
Jason Eley, Interim City Attorney

Meeting: February 22, 2011

Subject: Dissolution of the Grand Island Area Solid Waste Agency

Item #'s: I-4

Presenter(s): Gary R. Mader, Interim Public Works Director

Background

The Grand Island Area Solid Waste Agency was formed through an interlocal agreement between the City of Grand Island and Hall County on August 4, 1992. The primary purposes of the agreement were, to issue the revenue bonds necessary for the City to acquire the existing Transfer Station and Landfill properties from Hall County and to finance modifications of the Landfill to bring it into compliance with the then newly promulgated federal requirements for a RCRA Subtitle-D solid waste storage facility.

Since the Agency was formed in 1992, and in accordance with the provisions of the Interlocal Agreement, the budgetary, operational and governance decisions pertaining to the Solid Waste Agency have been made by the Mayor and Council of the City of Grand Island.

As stated in the Interlocal Agreement, *“The Agency shall have a life of twenty-five (25) years, commencing with the date hereof; provided, however, if after bonds have been issued by the Agency and retired prior to such termination date, this Agreement and the existence of the Agency may be terminated at the option of the Mayor and Council”*.

Discussion

On December 7, 2010 the City Council approved the redemption of Solid Waste refunding bonds, Series 2004. The bonds were called for payment on January 12, 2011. City Administration recommends the dissolution of the Grand Island Area Solid Waste Agency now that the redemption of the bonds has been accomplished. The purposes of the original agreement have been completed. The Agency may be terminated upon action

by the City Council. In contacting the Hall County Board and Hall County Attorney neither had any concerns with terminating the interlocal agreement.

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 dissolutionment of the Grand Island Area Solid Waste Agency.

Sample Motion

Move to approve the dissolutionment of the Grand Island Area Solid Waste Agency.

INTERLOCAL COOPERATION
ACT AGREEMENT
CREATING THE
GRAND ISLAND AREA
SOLID WASTE AGENCY

THIS AGREEMENT is made this 4th day of August, 1992, by and between the City of Grand Island and Hall County, Nebraska, hereinafter collectively referred to as "Members."

I.

CREATION OF THE SOLID WASTE AGENCY

Pursuant to Sections 13-801 to 13-827 of R.R.S. Neb. 1943, as amended (the "Interlocal Cooperation Act"), the Members hereby create a joint entity which shall be named the Grand Island Area Solid Waste Agency (the "Agency") and shall constitute a separate body corporate and politic under the provisions of the Interlocal Cooperation Act. The Agency shall be subject to control by the Members in accordance with the terms of this Agreement. The governing body of each Member shall have approved this Agreement by resolution. A certified copy of each approving resolution shall be kept on file at the Agency's office. The Agency's existence shall commence upon the execution of this Agreement on behalf of each Member.

II.

PURPOSES

The purposes of the Agency are as follows:

(a) To make efficient use of the powers of the Members by enabling them to cooperate with each other on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of the local communities.

(b) To provide or contract for the acquisition, finance, construction and operation of solid waste transfer station, a solid waste disposal facility and associated equipment in compliance with the Integrated Solid Waste Management Act, any amendments thereto, the Federal Resource Conservation and Recovery Act, any amendments thereto, and the rules and regulations promulgated pursuant to such Acts.

III.

ORGANIZATION

(a) Non-Voting Member. Hall County shall be a non-voting member of the Agency. The Hall County Board of Supervisors shall by resolution appoint a non-voting representative to the Agency's governing body. The resolution of appointment shall take effect upon filing of a certified copy of such resolution at the Agency's office.

(b) Governing Body. The governing body of the Agency shall be the Mayor and Council of the City of Grand Island (the "Mayor and Council").

(c) Voting. Each member of the Council shall have one vote. The Mayor shall have the right to vote when his or her

vote will provide the additional vote required to create the number of votes equal to a majority of the number of members elected to the Council. The Mayor shall have the power to veto any action taken by the Council with respect to the Agency, provided that such action may be passed over the Mayor's veto by a vote of two-thirds of all the members elected to the Council.

(d) Quorum. A majority of all members of the Council shall constitute a quorum for the transaction of any Agency business.

(e) Officers. The Mayor, City Clerk and City Treasurer of the City of Grand Island shall be the Agency's Chairman, Secretary and Treasurer, respectively.

(f) Meetings and Notice. Meetings of the Agency's governing body may be called by the Mayor or by any four Council members. A written notice of the meeting and agenda shall be provided to the Hall County Board of Supervisors by delivering the same to the Hall County Clerk at least seven (7) days prior to each such meeting.

(g) Agency Legal Counsel. The Mayor and Council may employ legal counsel for the Agency and may set and approve compensation for such counsel.

IV.

DURATION

The Agency shall have a life of twenty-five (25) years, commencing with the date hereof; provided, however, if after

bonds have been issued by the Agency and retired prior to such termination date, this Agreement and the existence of the Agency may be terminated at the option of the Mayor and Council.

V.

INITIAL MEMBER CONTRIBUTION

The City of Grand Island shall contribute all costs necessary to fund the establishment, organization and initial operating expenses of the Agency.

VI.

POWERS

The Agency shall have such powers as are allowed by the Interlocal Cooperation Act, any amendments thereto, the Integrated Solid Waste Management Act, and any amendments thereto including, but not limited to, the powers:

- (a) to sue and be sued;
- (b) to have a seal and alter the same at pleasure or to dispense with the necessity thereof;
- (c) to make and execute contracts and other instruments necessary or convenient to the exercise of its powers, including service agreements as provided by the Integrated Solid Waste Management Act and any amendments thereto;
- (d) from time to time, to make, amend, and repeal bylaws, rules, and regulations, not inconsistent with the Interlocal Cooperation Act and this Agreement, to carry out and effectuate its powers and purposes;
- (e) to make all necessary rules and regulations governing the use, operation and control of a solid waste

transfer station, a solid waste disposal facility and the associated equipment;

(f) to establish just and equitable rates or charges to be paid for the services provided by the solid waste transfer station, the solid waste disposal facility and the associated equipment, including charges for late payments, provided that charges for transfer and disposal of solid waste generated within the unincorporated areas of Hall County or within any city or village of Hall County shall be assessed on the same basis and at the same rates that apply to solid waste generated within the City of Grand Island and such City's zoning jurisdiction; if charges so established by the Agency are not paid when due, the Agency shall have the power to recover its charges in the manner provided by the Integrated Solid Waste Management Act or as otherwise provided by law;

(g) to purchase, plan, develop, construct, equip, maintain and improve a solid waste transfer station and a solid waste disposal facility, including the lease or acquisition of land in fee by gift, grant, purchase or condemnation, as necessary for the construction and operation of such a station and facility;

(h) to acquire, hold, use and dispose of the reserves derived from the operation of a solid waste transfer station and a solid waste disposal facility and other moneys of the Agency;

(i) to acquire, hold, use and dispose of other personal property for the purposes of the Agency;

(j) to cause the transfer, diversion or disposal of solid waste material originating within each Member pursuant to a contract between the Agency and the Member pertinent thereto;

(k) to make or cause to be made studies and surveys necessary or useful and convenient to carrying out the functions of the Agency;

(l) to contract with and compensate consultants for professional services including, but not limited to, architects, engineers, planners, lawyers, accountants, rate specialists and others found necessary or useful and convenient to the stated purposes of the Agency;

(m) to provide for a system of budgeting, accounting, auditing and reporting of all Agency funds and transactions, for a depository, and for the bonding of employees;

(n) to consult with representatives of Federal, State and local agencies, departments and their officers and employees and to contract with such agencies and departments;

(o) to exercise such other powers as are available under the then existing law of each Member;

(p) to borrow money, make and issue negotiable bonds, certificates, bond anticipation notes, refunding bonds and notes, all in accordance with Sections 13-808 through 13-824 of the Interlocal Cooperation Act, and any amendments thereto, and to secure the payment of such bonds, certificates, refunding bonds and notes or any part thereof by a pledge of any or all of the Agency's net revenues and any other funds which the Agency has a

right to, or may hereafter have the right to pledge for such purposes;

(q) to provide in the proceeding authorizing such obligations for remedies upon default in the payment of principal and interest on any such obligations, including, but not limited to, the appointment of a trustee to represent the holders of such obligations in default and the appointment of a receiver of the Agency's property, such trustee and such receiver to have the powers and duties provided for in the proceedings authorizing such obligations;

(r) to receive funds from each Member as payment for providing transfer, diversion and disposal of solid waste from premises therein; provided, however, that in lieu of receiving such funds from Members, the Agency shall have the power to charge haulers and other users of the transfer station and disposal facility;

(s) to hire employees, fix their compensation, benefits, personnel rules and regulations, and terminate their employment; and

(t) to employ a manager which may exercise such of the Agency's powers as shall be determined by contract;

(u) to borrow money and accept grants, contributions, property or loans from, and to enter into contracts, leases, or other transactions with Municipal, County, State, or the Federal Government, including any Member.

VII.

TECHNICAL COOPERATION FROM MEMBERS

The Members agree to respond to reasonable requests to make local records available to the Agency or its manager for the purposes of this Agreement, and to assure that engineers, architects and consultants hired by the Members release to the Agency materials, data and other items pertinent to this Agreement.

VIII.

BUDGETING

The Mayor and Council shall prepare a budget based on a fiscal year ending July 31 for the operation of the Agency, the same to be adopted by the Mayor and Council no later than July 15 of each year.

IX.

NOT FOR PROFIT

It is expressly understood that the Agency is a public body and is to be operated not for profit, and no profit or dividend will inure to the benefit of any individual.

X.

DISSOLUTION

Upon dissolution of the Agency, all assets shall be distributed to the City of Grand Island.

XI.

MANNER OF ACQUIRING AND HOLDING PROPERTY

The Mayor and Council may lease, purchase, or acquire by any means, from a Member or from any other source, such real and personal property as is required for the operation of the

Agency and for carrying out of the purposes of this Agreement. The title to all such property, personal or real, shall be held in the name of the Agency.

All conveyances of real property owned or held in the name of the Agency shall be authorized by resolution of the Mayor and City Council and executed by the Mayor on behalf of the Agency as its Chairman.

XII.

AMENDMENT OF AGREEMENT

This Agreement may be amended upon approving resolutions adopted by the governing body of each Member.

CITY OF GRAND ISLAND,
NEBRASKA

THE COUNTY OF HALL, IN THE STATE
OF NEBRASKA

By: *Ernest J. Robeck*
Mayor

Dated: *Aug 12, 1992*

By: *Margaret Zandica*
Supervisor

By: *Sally Osgood*
Supervisor

By: *Bill Wright*
Supervisor

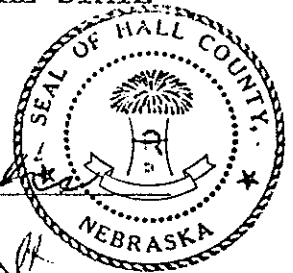
By: *Paul Hahn*
Supervisor

By: *Richard Frauen*
Supervisor

By: *Jane Abernethy*
Supervisor

By: Robert Leslie - absen
Supervisor

Dated: *August 4 1992*



RESOLUTION 2011-48

WHEREAS, on August 4, 1992 through an interlocal agreement between the City of Grand Island and Hall County the Grand Island Area Solid Waste Agency was formed; and

WHEREAS, the interlocal agreement stated “*The Agency shall have a life of twenty-five (25) years, commencing with the date hereof; provided, however, if after bonds have been issued by the Agency and retired prior to such termination date, this Agreement and the existence of the Agency may be terminated at the option of the Mayor and Council*”; and

WHEREAS, on January 12, 2011 the bonds were called for payment, and

WHEREAS, City Administration recommends the dissolution of the Grand Island Area Solid Waste Agency.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Dissolution of the Grand Island Area Solid Waste Agency is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 22, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk