

City of Scottsbluff, Nebraska

Monday, October 3, 2016

Regular Meeting

Item Public Inp2

Council to receive a report from Keep Scottsbluff Gering Beautiful, consider renewal of the Storm Water Program Agreement and authorize the Mayor to execute the Agreement.

Staff Contact: Nathan Johnson, City Manager

CONTRACT

This contract is made this _____ day of _____, 2016, between **City of Scottsbluff**, Nebraska, a Municipal Corporation, hereafter called "**City**", and **Keep Scottsbluff/Gering Beautiful**, a Nebraska non-profit organization, hereafter called "KSGB".

1. There are approximately 2,300 catch basins associated with the City's storm water system. KSGB agrees to cause the words "No Dumping" to be painted, stenciled or decaled on the curb immediately adjacent to each of such catch basins. KSGB may at its option accompany these words with an appropriate logo or phrase to be approved by the director of the City's Wastewater Department.

2. KSGB agrees to continue to monitor the painted or stenciled area to ensure that the wording and logo remains legible, making any necessary repairs, throughout the duration of this contract.

3. KSGB agrees to conduct inspections of the catch basin structures and submit the results of these inspections along with progress reports to the City's GIS Department and Wastewater Department.

4. It is contemplated and agreeable to the City that the actual work will be performed by various community service groups under arrangements between such groups and KSGB.

5. KSGB agrees to incorporate in its public education program a discussion of the dangers associated with the pollution of the City's storm water system, and a description of the corrective action taken by the City.

6. The City's GIS Department will provide KSGB with a city map showing the location of the catch basins involved in this contract. The map will identify which catch basins are to be serviced by KSGB in each year of this contract.

7. The City agrees to provide all supplies reasonably required by KSGB to carry out it's responsibilities under this contract including but not limited to paint, stencils, curb and gutter cleaning supplies, decals, safety vests, educational brochures and materials. The City will consult with KSGB before acquiring the supplies to be furnished. The City is not obligated to provide office supplies for KSBG's administrative functions.

8. The City will pay to KSGB the sum of \$5,500 plus supplies not to exceed \$8,000 annually on October 1st of each year beginning October 1,2016 through October 1,2018. KSBG will annually submit a documented statement of supply costs. Documentation shall consist of paid receipts or similar verification of expenditures.

9. If KSGB is unable to obtain sufficient proposals from community service organizations at any time during the term of this contract, it will so inform the City in writing and the contract shall become null and void, with neither party obligated any further to the other from the date of the notice.

10. KSGB agrees to make a written progress report to the City's GIS Department and Wastewater Department on an annual basis by March 1st for the previous calendar year. This progress report shall include the approximate number of catch basins marked as well as the number of non-point source pollution presentations given and the audiences reached.

11. It is understood that the sums described in this contract are in addition to any grants or donations currently given or committed by the City to KSGB for any of the KSGB's other community improvement activities.

12. The term of this contract shall be two years beginning October 1, 2016 and ending on September 30, 2018. Either party has the right to terminate this contract at any time upon giving thirty (30) days written notice to the other party. At which time the contract shall become null and void.

IN WITNESS WHEREOF, the parties have set their hands the day and year first herein written.

CITY OF SCOTTSDLUFF, NEBRASKA

By _____
Mayor

Attest:

City Clerk

Seal

By _____
Cassidy Baum
Executive Coordinator
Keep Scottsbluff/Gering Beautiful