

# **City of Scottsbluff, Nebraska**

**Tuesday, January 19, 2021**

**Regular Meeting**

## **Item Reports6**

**Council to discuss and consider action on the revised Keep Scottsbluff-Gering Beautiful/Tri-City Stormwater Agreement and authorize the Mayor to sign the Agreement.**

**Staff Contact: Leann Sato, Stormwater Specialist**

# Agenda Statement

**Meeting Date:** January 19, 2021

**AGENDA TITLE:** Keep Scottsbluff Gering Beautiful/Tri-City Stormwater Agreement (Revised)

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Stormwater

**PRESENTATION BY:** Rick Kuckkhan

**SUMMARY EXPLANATION:**

Terrytown and Gering City Councils asked for revisions to the original agreement approved by Scottsbluff in September 2020. The changes included rephrasing the total annual expense limit in Item 9 and opening the date in the opening paragraph and Item 13 to reflect the date of approval.

Keep Scottsbluff-Gering Beautiful (KSGB) oversees storm drain marking, a required activity of the stormwater permit, for the three cities who work together as Tri-City Stormwater.

**BOARD/COMMISSION RECOMMENDATION:**

Both Terrytown and Gering City Councils have passed the revised agreement.

**STAFF RECOMMENDATION:**

Stormwater recommends Council approve the agreement and have the Mayor sign after approval.

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Resolution       Ordinance       **EXHIBITS**  
Contract       Minutes       Plan/Map

Please provide all visual presentation materials.

Other (specify)  \_\_\_\_\_

**NOTIFICATION LIST:** Yes     No     Further Instructions

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City of Scottsbluff  
Office of the City Manager

Effective date: January 20, 2017

## CONTRACT

This contract is made this \_\_\_\_\_ day of \_\_\_\_\_ between Tri-City Stormwater, a cooperative of municipal corporations, and Keep Scottsbluff/Gering Beautiful, a Nebraska non-profit organization, hereafter called "KSGB."

1. There are approximately 2,635 (2,300 Scottsbluff + 300 Gering + 35 Terrytown) total catch basins associated with the Scottsbluff, Gering, and Terrytown ("cities") stormwater systems. KSGB agrees to put 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 Tri-City Stormwater.
2. KSGB will distribute door hangers, or other materials, explaining the purpose of drain marking and pollution in stormwater runoff. The design and content should be approved by both organizations.
3. 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.
4. KSGB agrees to conduct inspections of the catch basin structures and submit the results of these inspections along with progress reports to Tri-City Stormwater for each city's respective stormwater programs.
5. KSGB agrees to incorporate in its public education program a discussion of the dangers associated with the pollution of the cities' stormwater systems and a description of the corrective actions taken by the cities.
6. It is contemplated and agreeable to Tri-City Stormwater that the actual work will be performed by various community service groups under arrangements between such groups and KSGB. Provided, neither Tri-City Stormwater nor its cooperative municipal partners shall be liable or responsible for any injuries or damages resulting from the actual work involved. In addition, KSGB agrees to indemnify and hold harmless Tri-City Stormwater from any claims or causes of action resulting from the actual work performed under this Contract.
7. The cities agree to have their GIS Departments 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.
8. Tri-City Stormwater agrees to provide all supplies reasonably required by KSGB to carry out its responsibilities under this contract including but not limited to paint, stencils, curb and gutter cleaning supplies, decals, safety vests, educational brochures and materials. Tri-City Stormwater

will consult with KSGB before acquiring the supplies to be furnished. Tri-City Stormwater is not obligated to provide office supplies for KSGB's administrative functions.

9. On behalf of Tri-City Stormwater, the Cities of Gering, Scottsbluff and Terrytown will each pay to KSGB the respective sums at the end of each fiscal year, on or by September 30, starting fiscal year 2020 through fiscal year 2022, making the final payment for this agreement due on or by September 30, 2023. KSGB will submit an annual statement of documented supply costs incurred during the fiscal year to Tri-City Stormwater before September 30. Documentation shall consist of paid receipts or similar verification of expenditures.

Gering: \$4,000 plus supplies not to exceed a total annual cost of \$6,000

Scottsbluff: \$5,500 plus supplies not to exceed a total annual cost of \$8,000

Terrytown: \$2,000 plus supplies not to exceed a total annual cost of \$4,000

10. 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 Tri-City Stormwater in writing and the contract shall become null and void, with neither party obligated to the other from the date of the written notice.

11. KSGB agrees to make a written progress report to Tri-City Stormwater on an annual basis by March 1<sup>st</sup> for the previous calendar year. This progress reports shall include the approximate number of catch basins marked in each community as well as the number of non-point source pollution presentations given and the audiences reached.

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

13. The term of this contract shall be three years beginning \_\_\_\_\_ and ending on September 30, 2023. 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 THEREOF**, the parties have set their hands the day and year first herein written.

By:

Cassidy Baum

Executive Coordinator

Keep Scottsbluff/Gering Beautiful

By: \_\_\_\_\_  
Mayor  
City of Gering

Attest: \_\_\_\_\_  
Kathleen Welfl  
City Clerk

By: \_\_\_\_\_  
Mayor  
City of Scottsbluff, Nebraska

Attest: \_\_\_\_\_  
Kim Wright  
City Clerk

By: \_\_\_\_\_  
Mayor  
City of Terrytown, Nebraska

Attest: \_\_\_\_\_  
Jeni Mattern  
City Clerk