



# City of Grand Island

Tuesday, October 27, 2020

Council Session - Updated

## Item G-9

**#2020-266 - Approving Agreement with Central Platte Natural Resources District, Hall County, and Grand Island Area Economic Development Corporation Related to Portions of Platte Valley Industrial Park Subdivisions**

Staff Contact: John Collins, P.E. - Public Works Director

# Council Agenda Memo

**From:** Keith Kurz PE, Assistant Public Works Director

**Meeting:** October 27, 2020

**Subject:** Approving Agreement with Central Platte Natural Resources District, Hall County, and Grand Island Area Economic Development Corporation Related to Portions of Platte Valley Industrial Park Subdivisions

**Presenter(s):** John Collins PW, Public Works Director

## Background

Council approval is required before entering into an agreement. Pursuing an agreement between governmental entities is an efficient means of collaborating efforts to better our community.

## Discussion

A couple of years ago several property owners south of the City sent emails to staff and Councilmembers complaining of drainage issues just outside City limits. When several people made a formal request during a City Council meeting the City Council requested Public Works determine if a solution could be developed.

The initial review found that costs would be too high and that City authority would be more limited from working outside City limits. To address these barriers staff looked into grants and partners. It was found that the Grand Island Area Economic Development Corporation (GIAEDC) had drainage issues in Platte Valley Industrial Park (PVIP) that could be tied into a joint project, and that the Central Natural Resources District (CPNRD) could provide funding if a larger project was developed. Afterward the GIAEDC hosted several meetings bringing the City, County and CPNRD together to develop a project. The CPNRD is the lead for this project, though the City has continued with the design since it was already under contract.

This project will provide the primary drainage for a very large area, though local drainage will have to be added as parcels develop. The result is that the farm property should become more productive and property more attractive for development, making it more valuable. The increased valuation should more than pay for the City and County cost.

A joint project with the CPNRD, City of Grand Island, Hall County and GIAEDC consists of creating an outlet for PVIP and connecting to a ditch. The new ditch connection will improve

drainage both up and down stream of PVIP, within City and County areas. Property owners have inquired about improving drainage in this area and a plan has been developed by the above partnership.

The Grand Island City Council created Drainage Improvement District No. 2020-1 on July 14, 2020, via Ordinance No. 9774. Legal notice of the creation of the District was published in the Grand Island Independent on July 20, 2020. Continuation of Drainage Improvement District No. 2020-1 was approved by City Council on September 8, 2020 via Resolution No. 2020-214.

### **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 Central Platte Natural Resources District, Hall County, and Grand Island Area Economic Development Corporation and pass a Resolution authorizing the Mayor to sign the agreement.

### **Sample Motion**

Move to approve the resolution.

## **AGREEMENT**

On this \_\_\_\_ day of \_\_\_\_\_, 2020, the Central Platte Natural Resources District (“CPNRD”), a political subdivision of the State of Nebraska; the City of Grand Island (“City”), a political subdivision of the State of Nebraska; Hall County, Nebraska (“County”), a political subdivision of the State of Nebraska; and the Grand Island Area Economic Development Corporation (“GIAEDC”), a private 501(c)(6) non-profit corporation, collectively referred to herein as “Parties” or individually as “Party”, have entered into this Agreement.

### **RECITALS:**

WHEREAS, the local economy benefits from the Platte Valley Industrial Park Subdivisions and farmland shown on Exhibit “A”.

WHEREAS, the properties, as detailed on Exhibit “A”, suffer from periodic inundation from precipitation events that hinder the desired development and causes economic damages, the Parties desire to jointly develop a drainage project (“Project”) through the subject property and surrounding area;

WHEREAS, the Project will include lands held by GIAEDC and other private persons/entities, development will be accomplished most effectively through a joint effort of the Parties;

WHEREAS, the Parties have all obtained the necessary approvals from their governing Boards to begin the Project;

WHEREFORE, the Parties agree as follows:

1. CPNRD shall be responsible for the construction management of the Project. Construction management shall include the design, planning, and actual construction of the Project drainage ditches, canals, and culverts. The Parties shall jointly approve the Project design and plan prior to the initiation of actual construction.

2. CPNRD shall be responsible for the negotiation and acquisition of any and all right-of-way and/or easements within City limits; the County shall be responsible for negotiation and acquisition of all right-of-way and/or easements outside of City limits. All easements shall be conveyed to, and held by, the CPNRD.

3. Cost of the Project shall be shared by the Parties through cash, in-kind services, and an assessment district, which was created by Grand Island City Council via Ordinance No. 9774 on July 14, 2020 and continued via Resolution No. 2020-214 on September 8, 2020. Hall County will complete in-kind services, at an estimated cost of \$85,000.00, which shall consist of grading existing county road ditches from Blaine Street to Schimmer Drive, easement and/or right-of-way negotiations and acquisitions outside of City limits, and furnishing and installing 36” storm sewer pipe. The GIAEDC shall contribute a total amount of \$180,000.00, with the CPNRD and a City drainage assessment district equally sharing the remaining cost. The GIAEDC shall fund its contribution to the Project as follows: (a) \$45,000 will be funded once the Parties jointly approve the Project design and plan in accordance with Section 1; (b) \$45,000 will be funded once all easements for the Project

are obtained in accordance with Section 2; (c) \$45,000 will be funded once the construction of the Project is 50% complete; and (d) \$45,000 will be funded once the Project is complete. In no event shall GIAEDC be required to fund more than \$180,000 in cash to the Project. The Project is subject to the creation of the drainage district referenced above and will be funded by the City of Grand Island until the proceeds of the district are collected. The overall project shall be led by CPNRD, which will be funding the project and invoicing the GIAEDC and City for their contribution in accordance with the schedule set forth in this Section 3.

4. The partners in the agreement agree to continue to pursue available grants that may be available and will meet the project schedule and scope.

5. Upon construction, maintenance of the Project shall be the responsibility of the City with respect to that portion of the Project located within properties shown on Exhibit "A". The County shall be responsible for maintenance for that portion of the Project that lies outside the subject properties on Exhibit "A" up until the adjacent property or adjacent roads are annexed at which time the responsibility shall switch to the City. The covenants and obligations of the City and the County under this Section 5 shall survive the completion of the Project and the termination or expiration of this Agreement and each Party shall have the right to enforce the obligations of City and County pursuant to this Section 5 from and after the completion of the Project.

6. Time is of the essence and the Project shall proceed with all due diligence.

7. This Agreement shall be effective on the date that all parties have executed the agreement and shall continue in force and remain binding through completion of the project or until the agreement is amended; provided, however, that all covenants or agreements contained in Sections 5, 7, 9 and 10 of this Agreement shall survive the completion of the Project and the termination or expiration of this Agreement.

8. In carrying out the terms and conditions of this Agreement, the Parties shall not discriminate against any employee with respect to compensation, terms, advancement potential, conditions or privileges of employment, because of race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to the requirements of applicable law. There shall be no third party beneficiaries.

9. To the fullest extent permitted by law, each Party (the "Indemnitor") shall and hereby does indemnify, defend and hold harmless each of the other Parties and all of their affiliates and their respective officers, directors, partners, employees, members, managers, shareholders and agents (collectively, "Indemnified Parties") from and against any and all actions, causes of action, claims, demands, suits, lawsuits, proceedings, investigations or subpoenas (collectively, "Claims") and all related damages, losses, liabilities, awards, fines, fees, penalties, interest, settlements, judgements, costs or other expenses of any nature whatsoever (including attorneys' fees) if such Claim directly or indirectly arises out of or is related to this Agreement, the negligence, actions, inactions or misconduct of the Indemnitor, or the Indemnitor's performance or failure to perform under this Agreement, except to the extent such Claim results directly from the sole active gross negligence or willful misconduct of the Indemnified Party. The covenants and obligations of the Parties under this Section 9 shall survive the completion of the Project and the termination or expiration of this Agreement and each Party shall have the right to enforce the obligations of the other Parties pursuant to this Section 9 from and after the completion of the Project.

10. It is recognized and acknowledged by the Parties that a breach of any representation, warranty, covenant or agreement contained in this Agreement by any Party will cause irreparable damage to the other Parties, the exact amount of which will be difficult or impossible to ascertain, and that the remedies at law for any such breach will be inadequate. Accordingly, each Party agrees that in the event of a breach of any representation, warranty, covenant or agreement contained in this Agreement by any Party, in addition to any other remedy which may be available at law or in equity, each other Party shall be entitled to specific performance and injunctive relief, without the requirement of posting a bond. The covenants and obligations of the Parties under this Section 10 shall survive the completion of the Project and the termination or expiration of this Agreement and each Party shall have the right to enforce the obligations of the other Parties pursuant to this Section 10 from and after the completion of the Project.

IN WITNESS WHEREOF, the Parties hereby sign and execute this Agreement:

CENTRAL PLATTE NATURAL RESOURCES DISTRICT

By: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF GRAND ISLAND, NEBRASKA

By: \_\_\_\_\_

Date: \_\_\_\_\_

HALL COUNTY, NEBRASKA

By: \_\_\_\_\_

Date: \_\_\_\_\_

GRAND ISLAND ECONOMIC DEVELOPMENT CORPORATION

By: \_\_\_\_\_

Date: \_\_\_\_\_



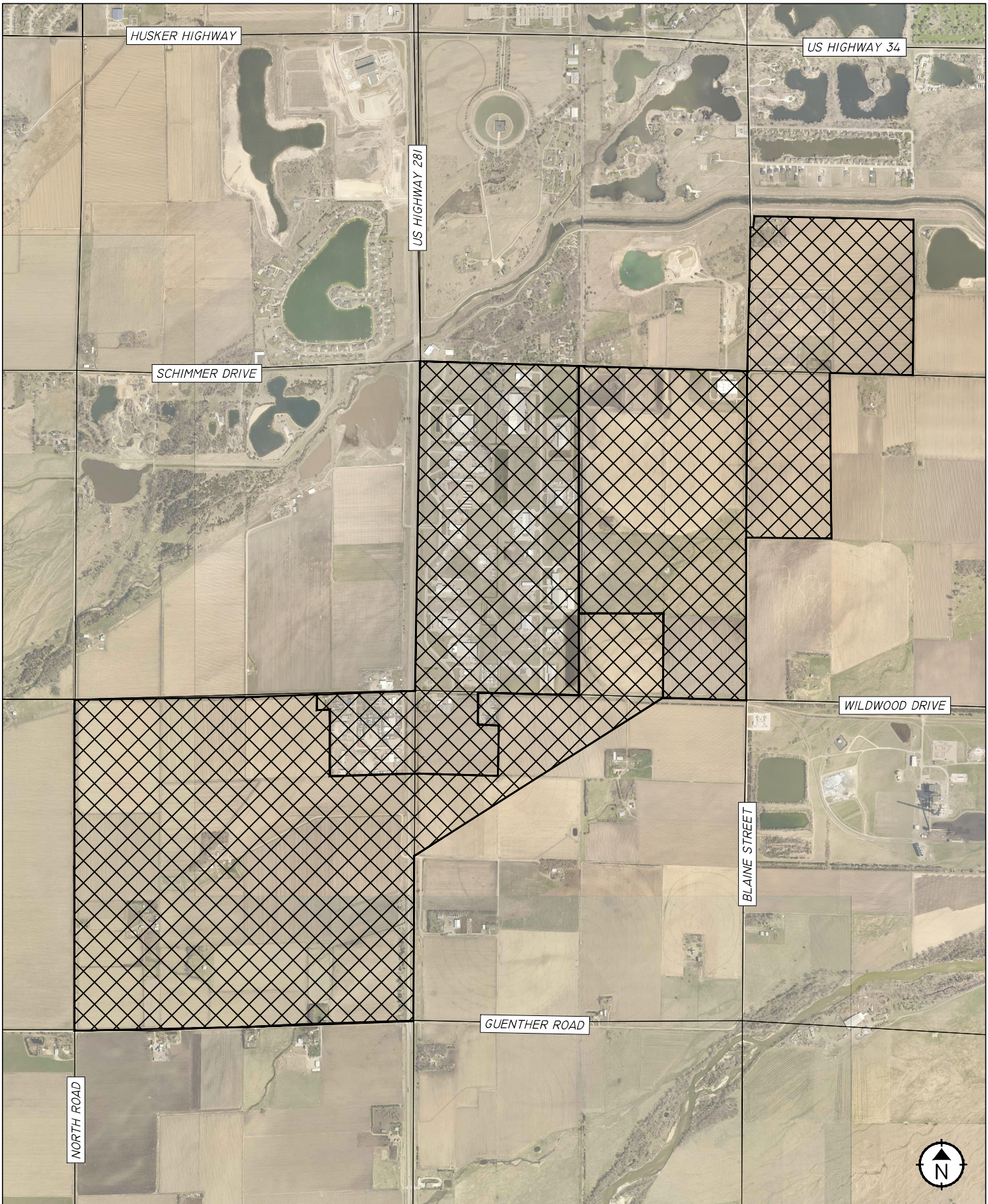


EXHIBIT  
A

PVIP DRAINAGE OUTLET  
BENEFITED DRAINAGE AREA  
GRAND ISLAND, NEBRASKA

**CITY OF**  
**GRAND ISLAND**  
**PUBLIC WORKS DEPARTMENT**



RESOLUTION 2020-266

WHEREAS, a joint project with the Central Platte Natural Resources District (CPNRD), City of Grand Island, Hall County, and Grand Island Area Economic Development Corporation (GIAEDC) consists of creating an outlet for the Platte Valley Industrial Park (PVIP) and connecting to a ditch; and

WHEREAS, the new ditch connection will improve drainage both up and down stream of the PVIP; and

WHEREAS, property owners have inquired about improving drainage in this area and a plan has been developed by the above partnership; and

WHEREAS, a portion of such work will be within the limits of the City of Grand Island; and

WHEREAS, it is recommended that an Agreement be entered into with CPNRD, Hall County, and GIAEDC for sharing in the cost of such work; and

WHEREAS, the City of Grand Island has prepared an Agreement, which has been reviewed by the City's Legal Department, Hall County, CPNRD, and GIAEDC for such work to be completed.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Agreement by and between the Central Platte Natural Resources District, City of Grand Island, Hall County, and Grand Island Area Economic Development Corporation for the drainage improvements in portions of Platte Valley Industrial Park Subdivisions is hereby approved.

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Adopted by the City Council of the City of Grand Island, Nebraska, October 27, 2020.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☒ _____
October 26, 2020	☒ City Attorney