



# City of Grand Island

Tuesday, October 28, 2014

Council Session

## Item G-15

**#2014-330 - Approving Amendment No. 1 for Interlocal  
Cooperative Agreement for Upper Prairie/Silver/Moores Flood  
Control Project**

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

# **Council Agenda Memo**

**From:** Terry Brown PE, Assistant Public Works Director

**Meeting:** October 28, 2014

**Subject:** Approving Amendment No. 1 for Interlocal Cooperative Agreement for Upper Prairie/Silver/Moores Flood Control Project

**Item #'s:** G-15

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

## **Background**

The City of Grand Island has a history of water related issues and much of the City is in the flood plain. In 1995 the City approached the Central Platte Natural Resources District (CPNRD) to request assistance with this issue. In 2005 the City and CPNRD entered into a partnership, with the CPNRD taking the lead and providing funds for this project.

Dating back to February 19, 1982 the City of Grand Island, CPNRD and Hall County have partnered together for the purpose of outlining areas of responsibility and cooperation in developing and carrying out a flood control plan for the Upper Prairie/Silver/Moores Creek drainage areas located in Hall County, Nebraska. This agreement is attached for reference.

A detailed hydrology study of Upper Prairie, Silver and Moores Creek, along with a feasibility study and preliminary design for Silver Creek and Upper Prairie Creek Flood Control were conducted in 2003, which projected a cost of \$15,264,216.00 to protect properties south of Highway 2 and east of Highway 281.

During a presentation to City Council on December 23, 2003 the predicted flood damage to this area was \$62.30 Million.

- Agricultural Land Impact      \$ 2.77 Million
- Rural Residential Impact      \$ 2.05 Million
- Urban Residential Impact      \$30.12 Million
- Business Impact                \$27.36 Million

On January 11, 2005 the Grand Island City Council approved Resolution No. 2005-15, which gave approval for the City to enter into an Interlocal Agreement with the CPNRD,

Hall County, and Merrick County (this agreement is attached for reference). Such resolution authorized City funding of 46.25% of the \$7.8 million, or \$360,750 each year for ten (10) years, for a total amount of \$3,607,500.00. Total project cost was estimated to be \$16,400,000.00 at this time.

Any amendments to an agreement must be approved by City Council.

## **Discussion**

This project was delayed two (2) years due to the Army Corp of Engineers concerns that potential live ordinances may have been in the area. Over the course of the project costs have increased more than expected primarily because of the increase in cost of earthwork and land valuation. Approximately 580 structures are within the project area and projected damage reduction value of the project based on a possible 100-year storm event is estimated at \$130 million.

The project is approaching the ten (10) year, total City obligation of \$3,607,500.00 with an estimated 5 years remaining for completion and an additional expenditure of approximately \$2,929,800 from the City consisting of \$2,763,800 representing the 21.79% of the overall cost and \$166,000 for the Flood Study and Drainage Master Plan within the City of Grand Island. Total City contribution would be \$6,537,300.

In order for continued support by the City on the flood control project for the Upper Prairie/Silver/Moores Creek an amendment to the original agreement resolution obligating funds toward this project as required. Such amendment will add an additional funding obligation to the City of \$2,929,800, over an additional 5 year period. Such project total is estimated at \$29,000,000 with projected completion in 2020. The schedule is contingent upon receiving sufficient funds from the State and that the Corps of Engineers finishes their remediation by the end of 2015.

## **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 Amendment #1 to the Interlocal Agreement with Central Platte Natural Resources District, Hall County, and Merrick County for the Upper Prairie/Silver/Moores Creek Flood Control project.

## **Sample Motion**

Move to approve.

COOPERATIVE AGREEMENT

BETWEEN

CENTRAL PLATTE NATURAL RESOURCES DISTRICT  
CITY OF GRAND ISLAND  
HALL COUNTY

This Cooperative Agreement has been entered into by and between the Central Platte Natural Resources District (hereinafter referred to as District), the City of Grand Island (hereinafter referred to as the City), and Hall County (hereinafter referred to as the County) for the purpose of outlining areas of responsibility and cooperation in developing and carrying out a flood control plan for the Prairie/Silver drainage areas located in Hall County, State of Nebraska.

PART I

It is Mutually Agreed:

(1) The Central Platte Natural Resources District shall be assigned the responsibility of administering, supervising and coordinating the planning effort and implementing the project.

(2) To assist the District in carrying out their coordination responsibilities, the cooperating agencies will establish an "advisory committee" composed of two representatives appointed by Central Platte Natural Resources District; two representatives appointed by the City of Grand Island; and two representatives appointed by Hall County.

(3) The function of the advisory committee is to provide input and make recommendations to the District on behalf of their represented agency in order to assist the District in carrying out its responsibilities.

(4) Additionally, the function of the individual members on the advisory committee is to provide coordination with their represented agency on the progress and direction of the planning effort and the project.

PART II

The District Will:

(1) Act as the "contracting agency" in the planning and implementation of the Prairie/Silver project.

(2) Budget funds in the ensuing fiscal years to help finance the land acquisition and construction of the project.

(3) Provide land rights and construction funds and/or service at the rate of thirty-three and one-third percent (33 1/3%) of the costs, provided however, such rate of participation shall be subject to review and adjustment by the District upon completion of the plan and prior to land acquisition and construction. Final rate of participation shall be subject to agreement by all parties and shall be set forth in an amendment to be attached to, and made a part of, this Cooperative Agreement.

(4) Secure the easements necessary to construct, maintain and operate the project.

#### PART III

The City of Grand Island will:

(1) Budget funds in the ensuing fiscal years to help finance the land acquisition and construction of the project.

(2) Further state that it is tentatively their intent to provide land rights and construction funds and/or services at the rate of thirty-three and one-third percent (33 1/3%) of the costs, provided however, such rate of participation shall be subject to review and adjustment by the City upon completion of the plan and prior to land acquisition and construction. Final rate of participation shall be subject to agreement by all parties and shall be set forth in an amendment to be attached to, and made a part of, this Cooperative Agreement.

(3) Provide the necessary inspection, maintenance and operation on that part of the project lying within the city limits of the City of Grand Island.

#### PART IV

Hall County will:

(1) Budget funds in the ensuing fiscal years to help finance the land acquisition and construction of the project.

(2) Further state that it is tentatively their intent to provide land rights and construction funds and/or services at the rate of thirty-three and one-third percent (33 1/3%) of the costs, provided however, such rate of participation shall be subject to review and adjustment by the Hall County Board upon completion of the plan and prior to land acquisition and construction. Final rate of participation shall be subject to agreement by all parties and shall be set forth in an amendment to be attached to, and made a part of, this Cooperative Agreement.

(3) Provide the necessary inspection, maintenance and operation on that part of the project lying outside the city limits of the City of Grand Island.

PART V

This Cooperative Agreement shall become effective upon approval of each of the groups and signature of the chairman or mayor of each of the parties hereto and will remain in effect forever unless amended or canceled upon the written consent of all of the parties.

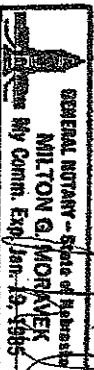
The signing of this agreement was authorized by a motion of the Central Platte Natural Resources District board of directors adopted at a meeting in Grand Island, in the State of Nebraska on Jan. 28, 1982.

CENTRAL PLATTE NATURAL RESOURCES DISTRICT  
BY: John J. Jefferson  
TITLE: Chairman

STATE OF NEBRASKA ss  
COUNTY OF Hall

On this 28<sup>th</sup> day of January, 19 82 before me, a Notary Public in and for said County, personally appeared John J. Jefferson, Chairman of Central Platte Natural Resources District a person whose name is affixed to the above Agreement, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said \_\_\_\_\_.

WITNESS my hand and notarial seal the day and year last above written.



My Commission Expires 1-19-85.

The signing of this agreement was authorized by a motion of the  
Grand Island City Council adopted at a meeting in Grand Island, in the State  
of Nebraska on Feb 19-82, 1982.

CITY OF GRAND ISLAND

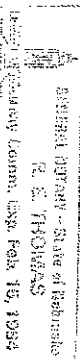
BY: Robert L. Kriz

TITLE: Mayor

STATE OF NEBRASKA  
COUNTY OF Hall ss

On this 19<sup>th</sup> day of Feb, 1982  
before me a Notary Public in and for said County, personally came  
Robert L. Kriz, Mayor of CITY OF GRAND ISLAND  
to me personally known to be such officer and the identical  
execution thereof to be his voluntary act and deed as such officer and the  
voluntary act and deed of said \_\_\_\_\_

WITNESS my hand and notarial seal the day and year last above  
written.



My Commission Expires Feb 15, 1984

R. E. Prowse

The signing of this agreement was authorized by a motion of the  
Hall County Board of Supervisors adopted at a meeting in Grand Island, in  
the State of Nebraska on February 16, 1982.

HALL COUNTY BOARD OF SUPERVISORS

BY:

Raymond Brown

TITLE: Chairman

STATE OF NEBRASKA  
COUNTY OF Hall ss

On this 19<sup>th</sup> day of February, 1982  
before me Milton G. Moravetz for said County, personally  
came Raymond Brown, Chairman of Hall  
County Board of Supervisors to me personally known to be such officer and the  
identical person whose name is affixed to the above Agreement, and acknowledged  
the execution thereof to be his voluntary act and deed as such officer and the  
voluntary act and deed of said \_\_\_\_\_

WITNESS my hand and seal the day and year last above written.



My Commission Expires 1-19-83

## **PRAIRIE/SILVER CREEK FLOOD CONTROL PROJECT SYNOPSIS**

### **Upper Prairie, Silver and Moores Creek Detailed Hydrology Study, and Silver Creek and Upper Prairie Creek Flood Control Feasibility Study and Preliminary Design**

The Central Platte NRD and City of Grand Island have completed a detailed analysis of the hydrology and 100-year floodplain in the upper parts of the Dry, Prairie, Silver, and Moores Creek watersheds south of Highway 2 and east of Hwy 281. Because of the widespread improvements to croplands and expanding development of urban property in the study area, the NRD and City are filing an application with the Nebraska Natural Resources Department for cost-sharing of a nine-year, \$15.25 million construction project to protect these properties. The project will also allow the City to petition FEMA to remove the northern parts of Grand Island from the regulatory floodplain, resulting in removal of the requirement for flood insurance for existing properties and elevating new developments.

As shown on the attached map, the proposed flood control project includes three P.L. 566-type floodwater retarding sites in upland areas of the Prairie Creek watershed southwest of Cairo, one upland detention site in the Dry Creek watershed, a series of small excavated floodwater detention sites in lowland areas along upper Prairie Creek, three excavated off-channel detention sites (somewhat like the Moores Creek "Super Cell") in the Silver Creek watershed, one low-level berm to prevent basin overflows from Silver Creek into Moores Creek, one 80-ft wide, 4,000-ft long floodway channel crossing Highway 2 from the north to divert excess flows from Dry and Prairie Creek, and a 50-ft wide, 8,000-ft floodway channel north of Highway 2 and the BNSF railroad to divert excess flows from Silver to the Moores Creek Floodway constructed in 1985. Other parts of the Prairie Creek channel are slated for clearing to improve their capacity.

It is presently anticipated that the construction would be phased over a nine to ten year period, starting with construction of the off-channel lowland sites in Silver Creek, and stepping through the rest of the facilities depending on their contribution to flood control.

The study shows that a 100-year flood would inundate 23,000 acres of lands south of Highway 2, producing crop damages of about \$3 million. Due to the flat terrain, a more frequent 10-yr flood would cause \$1.6 million in crop damages. In addition, the flood waters would collect along Highway 2 resulting in large quantities of water flowing east into developed and developing areas northwest and west Grand Island.

A near-100-yr storm occurred in the same area on June 13-15, 1967, inundating large areas of croplands. Since then, a large number of subdivisions and commercial developments have occurred west and north of Highway 281 in the floodprone area, and it is estimated that a repeat of the 1967 event would cause an estimated \$59 million in damages to urban property. Almost half of this damage would be to about 55 business

and commercial properties, with the rest occurring at about 1500 residences that are in harm's way. Because of the flat terrain, even a 10-yr flood would result in \$38 million of cropland and urban damages, inundating 15,000 acres of crops and causing damages to 1,200 homes and businesses.

An extremely feasible, \$15.25 million flood control plan has been developed that will protect almost 10,000 acres of croplands and put a stop to these overflows into urbanizing areas, eliminating all but \$3 million of the 100-yr, \$62 million total damages, and all but \$1.5 million of the 10-yr \$38 million damages. The Moores Creek project, constructed in the late 1980's, will benefit as well, because a regional flood in the Prairie and Silver Creek watersheds without this project would cause overflows from the west that would greatly exceed the design capacity of the Moores Creek floodway and detention cell system.

With regard to impact on the region, the project requires acquisition of or easements to 1,800 acres, most of which is dryland crops or pasture, excavation of 3,500 acre-ft of off-channel storage in lowland areas, construction of four upland floodwater detention dams and outlet works (three in the Prairie Creek uplands and one in the Dry Creek uplands), and installation or replacement of a few roadway culverts under Highway 2 and other county roads. About 500 acres of irrigated cropland will need to be acquired and a few relocations of residential properties will be required for purposes of constructing flood detention cells at strategic locations. The locations of all the facilities shown on the attached drawing are approximate, and will be resolved during the design phase, which can be initiated once the NRDF application is approved.

The Central Platte NRD is available to answer questions regarding the proposed project and schedule.

TABLE 4

## TOTAL PROJECT COST

for

Upper Prairie, Silver and Moores Creek Detailed Hydrology Study, and Silver Creek and Upper Prairie Creek Flood  
Control Feasibility Study and Preliminary Design PROJECT

|                                      | <u>Unit</u> | <u>Quantity</u>             | <u>Unit Cost</u> | <u>Item Cost</u> | <u>Total</u>        |
|--------------------------------------|-------------|-----------------------------|------------------|------------------|---------------------|
| <b>LAND AND DAMAGES</b>              |             |                             |                  |                  |                     |
| Easements                            | Ac.         | 464                         | \$1,250          |                  | \$580,562           |
| Dryland                              | Ac.         | 868                         | \$1,500          |                  | \$1,302,000         |
| Irrigated Cropland                   | Ac.         | 525                         | \$3,000          |                  | \$1,576,047         |
| Relocation (Residential)             | No.         | 0                           | \$150,000        |                  | \$0                 |
| (Utilities)                          | Lump Sum    |                             |                  |                  |                     |
| <b>Subtotal</b>                      |             |                             |                  |                  | <b>\$3,458,609</b>  |
| <b>CONSTRUCTION</b>                  |             |                             |                  |                  |                     |
| Clearing and Grubbing                | Ac.         | 416                         | \$1,112.53       |                  | \$463,032           |
| Excavation                           | C.Y.        | 5,572,990                   | \$1.05           |                  | \$5,851,640         |
| Liner Installation                   | C.Y.        | 1,297,117                   | \$1.05           |                  | \$1,361,973         |
| Embankment (levees, spillways, dam)  | C.Y.        | 259,027                     | \$0.10           |                  | \$25,903            |
| Levee Surfacing (1' deep x 12' wide) | C.Y.        | 2,756                       | \$22.75          |                  | \$62,689            |
| Asphalt (10" thick x 32' wide)       | S.Y.        | 119                         | \$22.88          |                  | \$2,712             |
| Seeding & Fencing                    | Ac.         | 443                         | \$515.75         |                  | \$228,624           |
| Slope Protection                     | S.Y.        | 159,889                     | \$4.25           |                  | \$679,530           |
| Corrugated Metal Pipe (CMP)          | Linear Foot | 1,075                       | \$28.58          |                  | \$30,724            |
| CMP Appurtenances                    | Each        | 26                          |                  | \$350            | \$9,087             |
| 36" Slide Gate                       | Each        | 7                           |                  | \$5,000          | \$35,000            |
| Concrete Box Culvert (6'X6')         | Linear Foot | 354                         | \$135.00         |                  | \$47,790            |
| Riprap                               | Ton         | 6,500                       | \$35.50          |                  | \$230,750           |
| <b>Subtotal</b>                      |             |                             |                  |                  | <b>\$9,029,453</b>  |
| <b>CONTINGENCIES</b>                 | %           | (of Land and Construction)  |                  | 15%              | <b>\$1,873,209</b>  |
| <b>ENGINEERING &amp; DESIGN</b>      | %           | (of Construction)           |                  | 10%              | <b>\$902,945</b>    |
| <b>O, M, &amp; R COST (Annual)</b>   | %           | (Average % of Construction) |                  | 0.77%            | <b>\$69,467</b>     |
| <b>STRUCTURE COST</b>                |             |                             |                  |                  | <b>\$15,264,216</b> |

12/15/03

TABLE 4b

## PROJECT ELEMENT COSTS WITHOUT CONTINGENCIES OR ENGINEERING COSTS

for

Upper Prairie, Silver and Moores Creek Detailed Hydrology Study, and Silver Creek and Upper Prairie Creek Flood Control Feasibility Study and Preliminary Design PROJECT

| Project Element                                | Land & Damages     |  | Construction       |  | Element Total       | % of Total  |
|------------------------------------------------|--------------------|--|--------------------|--|---------------------|-------------|
|                                                | Subtotal           |  | Subtotal           |  |                     |             |
| Prairie Creek Upland One (PCUL1)               | \$187,833          |  | \$216,435          |  | \$404,269           | 3%          |
| Prairie Creek Upland Two (PCUL2)               | \$279,833          |  | \$251,428          |  | \$531,261           | 4%          |
| Prairie Creek Upland Four (PCUL4)              | \$233,833          |  | \$138,506          |  | \$372,339           | 3%          |
| Prairie Creek Lowland Three (PCRC3)            | \$860,583          |  | \$1,078,872        |  | \$1,939,456         | 16%         |
| Dry Creek Upland Nine (DCUL9)                  | \$272,417          |  | \$90,678           |  | \$363,095           | 3%          |
| Silver Creek Lowland Four (SCLL4)              | \$644,042          |  | \$3,573,733        |  | \$4,217,775         | 34%         |
| Silver Creek Lowland Five (SCLL5)              | \$463,366          |  | \$2,124,426        |  | \$2,587,792         | 21%         |
| Silver Creek Lowland Seven (SCLL7)             | \$266,090          |  | \$1,253,447        |  | \$1,519,537         | 12%         |
| Prairie Creek to Silver Creek Floodway Channel | \$103,535          |  | \$78,606           |  | \$182,142           | 1%          |
| Silver Creek to Moores Creek Floodway Channel  | \$103,535          |  | \$171,176          |  | \$274,711           | 2%          |
| Silver Creek Levee                             | \$43,541           |  | \$52,144           |  | \$95,685            | 1%          |
| <b>Totals</b>                                  | <b>\$3,458,609</b> |  | <b>\$9,029,453</b> |  | <b>\$12,488,062</b> | <b>100%</b> |

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INTERLOCAL COOPERATIVE AGREEMENT FOR  
UPPER PRAIRIE/SILVER/MOORES FLOOD CONTROL PROJECT

THIS INTERLOCAL COOPERATIVE AGREEMENT (Agreement) is made on January 27 2005, by and between the CENTRAL PLATTE NATURAL RESOURCES DISTRICT, a Political Subdivision (CPNRD), the CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation (City), HALL COUNTY, NEBRASKA, a Body Politic and Corporate (Hall County), and MERRICK COUNTY, NEBRASKA, a Body Politic and Corporate (Merrick County), collectively referred to as "local sponsors".

1. DURATION: The term of this Agreement shall commence upon approval and execution by all parties and shall continue until 11:59 p.m. on December 31, 2055, or until termination as provided in paragraph 5 below. Unless earlier terminated, this Agreement shall automatically renew for an additional term of twenty-five (25) years, commencing at 12:00 a.m. on January 1, 2056.

2. AGREEMENT ADMINISTRATION: No new legal or administrative entity is created by this Agreement. This Agreement shall be administered by CPNRD with advice and recommendations from a joint board composed of one designated representative from each party. Each designated representative shall be that party's Public Works Director or equivalent or such other representative as is selected by the party and shall serve for the term specified by the designating party. Each party to this Agreement shall designate its representative to the joint board contemporaneously with approval and execution of this Agreement and shall have a duly authorized and appointed designated representative to the joint board at all times this Agreement shall remain in full force and effect. At its initial meeting, the joint board shall select a chairperson from its members, who shall serve for the period equivalent to the term

specified by his or her designating party or five years, whichever is less. Except as is otherwise herein provided, the authority of the joint board shall be limited to providing advice and making recommendations to CPNRD and other parties regarding the performance and requirements of this Agreement. There shall be no separate legal entity by this Agreement.

3. STATEMENT OF PURPOSE: The State of Nebraska acting through the Department of Natural Resources has approved funding for the UPPER PRAIRIE/SILVER/MOORES FLOOD CONTROL PROJECT and authorized appropriations to complete the planning, design, acquisition, and construction of the project. The purpose of this Agreement is to set forth the terms and conditions under which the parties will participate as the local sponsors in the planning, acquisition, construction, and later operation, maintenance, repair, and ownership of the Flood Control Project. Further, it is the purpose of this Agreement to define and allocate duties and responsibilities for the performance of this Agreement among the parties.

4. MANNER OF FINANCING AND MAINTAINING OF BUDGET: Each party shall adopt and maintain appropriations as required by law to fund its obligations under this Agreement. A separate budget shall not be required of any party by this Agreement.

5. TERMINATION: This Agreement shall terminate upon any of the following conditions:

a. Closure or abandonment of the Flood Control Project by written mutual acknowledgement of all parties having members on the joint board.

b. Unanimous consent and agreement of all parties having members on the joint board.

c. Expiration of the initial term of this Agreement if one or more parties having members on the joint board shall give 180 days written notice of intent not to renew to the other parties or upon expiration of the additional term of this Agreement, unless the parties unanimously agree to extend the Agreement for a subsequent term to be negotiated and agreed upon.

6. PROJECT LANDS AND PROPERTY: CPNRD shall acquire and shall hold or own all personal and real property of any kind or nature utilized in connection with the Flood Control Project. CPNRD shall use its powers of eminent domain where prudent or necessary to acquire real property for the Flood Control Project.

7. COST SHARES-CONSTRUCTION PHASE: The local sponsors' cost for planning, acquisition, and construction of the Flood Control Project shall be borne by the respective parties to this Agreement in the following shares:

| <u>Name of Party</u>                      | <u>Share of Local Sponsor Cost</u> |
|-------------------------------------------|------------------------------------|
| Central Platte Natural Resources District | 46.25%                             |
| City of Grand Island, Nebraska            | 46.25%                             |
| Hall County, Nebraska                     | 5.00%                              |
| Merrick County, Nebraska                  | 2.50%                              |

8. PLANNING AND CONSTRUCTION PHASE: CPNRD shall be the lead local sponsor during the planning, acquisition and construction phase of the Flood Control Project and shall review and execute all necessary documents and contracts with the Department of Natural Resources. The local sponsors shall bear the local costs of planning, acquisition and construction in accordance with the shares set out in paragraph 7 above. CPNRD shall submit invoices to and receive payments from the parties and disburse payments in connection with the planning, acquisition and construction. In the event CPNRD incurs interest charges or expenses as a result of

borrowing or advancing funds for the Floodway Control Project, the City, Hall County and Merrick County agree to reimburse CPNRD in accordance with the shares stated in paragraph 7 above.

9. MANAGEMENT OF OPERATIONS AND MAINTENANCE: Upon completion of the planning, acquisition and construction phase of the Flood Control Project, Merrick County shall be deemed to have completed all of its duties and responsibilities pursuant to this Agreement and upon payment of its share of the local sponsors' costs as provided in paragraph 7 above, shall be released and discharged as a local sponsor and the joint board shall thereafter be restructured and composed of one designated representative each from CPNRD, the City and Hall County. Upon completion of the project, CPNRD shall be responsible for preparation of budgets and the management of all operations, maintenance and repairs of the Flood Control Project and shall annually prepare and update plans for periodic maintenance and project improvements. CPNRD shall include with the plans estimates of cost for the periodic maintenance and project improvements. The maintenance and improvements made pursuant to the plans shall be funded by annual contributions of the parties as set forth with their cost shares stated in paragraph 10 below.

10. COST SHARES-POST CONSTRUCTION PHASE: The local sponsors' cost of the operation, maintenance, repair and ownership of the Flood Control Project shall be borne by the respective parties to this Agreement in the following shares:

| <u>Name of Party</u>                      | <u>Share of Local Sponsor Cost</u> |
|-------------------------------------------|------------------------------------|
| Central Platte Natural Resources District | 47.5%                              |
| City of Grand Island, Nebraska            | 47.5%                              |
| Hall County, Nebraska                     | 5.0%                               |

11. INSURANCE: CPNRD shall maintain the same insurance coverage on the Flood Control Project as on its other properties, and the parties to this Agreement shall reimburse CPNRD for the premium attributable to the project based on the shares listed above.

12. ANCILLARY USES OF REAL PROPERTY: In order to provide the greatest possible benefit to the public, the parties to this Agreement agree that the real property acquired and owned in connection with the Flood Control Project may be utilized by the respective parties hereto, subject to approval by CPNRD, for other public uses, including installation, maintenance and operation of utilities service, public works and infrastructure and recreational facilities; provided, such ancillary uses do not damage the Flood Control Project or impair its intended use.

13. COMMUNICATIONS: Routine communications between CPNRD and the parties to this Agreement concerning the Flood Control Project shall be made through each party's designated representative to the joint board. For purposes of this Agreement, the following are the telephone numbers and street and post office addresses of the respective parties:

|                                            | <u>Street Address</u>                         | <u>Post Office Address</u>                    | <u>Telephone No.</u> |
|--------------------------------------------|-----------------------------------------------|-----------------------------------------------|----------------------|
| Central Platte Natural Resources District* | 215 N. Kaufman Ave.<br>Grand Island, NE 68803 | 215 N. Kaufman Ave.<br>Grand Island, NE 68803 | (308) 385-6282       |
| City of Grand Island*                      | 100 E. First Street<br>Grand Island, NE 68801 | P.O. Box 1968<br>Grand Island, NE 68802       | (308) 385-5444       |
| Hall County *                              | 121 S. Pine Street<br>Grand Island, NE 68801  | 121 S. Pine Street<br>Grand Island, NE 68801  | (308) 385-5093       |
| Merrick County*                            | Courthouse<br>Central City, NE 68826          | Courthouse<br>Central City, NE 68826          | (308) 946-2881       |

\*Attn: Upper Prairie/Silver/Moores Representative

14. PROJECT PLANNING MEETINGS: During the planning, acquisition of property and construction of the Flood Control Project, the joint board shall hold periodic planning meetings to facilitate these phases of the project and to keep the local sponsors informed of project progress and developments. Attendance at planning meetings by the respective designated representatives shall be mandatory, and in the event a designated representative cannot attend on behalf of a party hereto, a duly authorized alternate shall act as a substitute.

15. PERIODIC MEETINGS: Following completion of the Flood Control Project the restructured joint board shall hold periodic meetings when necessary to comply with the duties and responsibilities set forth in this Agreement.

16. CHOICES OF LAWS: This Agreement shall be construed in accordance with the laws of the United States of American and the State of Nebraska.

17. AMENDMENTS: Amendments to this Agreement shall be made in writing, duly approved and executed by all parties hereto and made a part of this Agreement by reference.

18. ENTIRE AGREEMENT: This Agreement and its subsequent amendments shall constitute the entire agreement among the parties with respect to the Flood Control Project and supersedes or replaces all prior agreements, whether written or otherwise, of any kind or nature, between any two or more parties hereto with respect to the Flood Control Project.

Attest:

William Vasey  
Secretary

Date: 2-1-05

CENTRAL PLATTE NATURAL  
RESOURCES DISTRICT,  
a Political Subdivision

By: Don Schmitt  
Name, Chairperson

Attest:

Rae Edwards  
Name, City Clerk

Date: 1-14-05

CITY OF GRAND ISLAND, NEBRASKA  
a Municipal Corporation

By: Jeff Vanitz  
Name, Mayor

Attest:

Maria J. Conley  
Name, County Clerk

Date: 12-13-2005

HALL COUNTY, NEBRASKA  
a Body Politic and Corporate

By: Pamela E. Lancaster  
Name, Chairperson

Attest:

Bonnie K. Dwyer  
Name, County Clerk

Date: December 28, 2004.

MERRICK COUNTY, NEBRASKA  
a Body Politic and Corporation

By: Norman E. Euse  
Name, Chairperson

**CENTRAL PLATTE NATURAL RESOURCES DISTRICT #24  
PRAIRIE/SILVER/MOORES CREEK PROJECT (NW FLOOD CONTROL)  
40033520-90016**

| CHECK # | DATE       | AMOUNT                 |
|---------|------------|------------------------|
| 116562  | 7/27/2005  | \$ 7,009.12            |
| 123733  | 5/24/2006  | \$ 36,086.28           |
| 123733  | 5/24/2006  | \$ 1,774.72            |
| 126758  | 9/27/2006  | \$ 73,864.35           |
| 129105  | 1/10/2007  | \$ 97,349.91           |
| 130531  | 3/14/2007  | \$ 22,738.18           |
| 132550  | 6/13/2007  | \$ 94,462.36           |
| 132967  | 6/27/2007  | \$ 58,537.30           |
| 134263  | 8/15/2007  | \$ 72,284.26           |
| 135273  | 9/26/2007  | \$ 88,087.71           |
| 135620  | 10/10/2007 | \$ 46,040.57           |
| 136996  | 12/5/2007  | \$ 63,545.03           |
| 137240  | 12/19/2007 | \$ 67,453.82           |
| 137931  | 1/23/2008  | \$ 61,530.17           |
| 138253  | 2/13/2008  | \$ 38,119.77           |
| 139275  | 3/26/2008  | \$ 70,506.40           |
| 139949  | 4/22/2008  | \$ 65,986.66           |
| 143760  | 10/15/2008 | \$ 76,528.19           |
| 143760  | 10/15/2008 | \$ 58,129.90           |
| 143760  | 10/15/2008 | \$ 16,407.06           |
| 144624  | 11/19/2008 | \$ 64,716.73           |
| 145233  | 12/17/2008 | \$ 13,360.08           |
| 146429  | 2/11/2009  | \$ 50,076.86           |
| 147711  | 4/15/2009  | \$ 69,496.98           |
| 148460  | 5/13/2009  | \$ 26,284.20           |
| 151104  | 9/9/2009   | \$ 123,029.44          |
| 151104  | 9/9/2009   | \$ 57,841.44           |
| 151104  | 9/9/2009   | \$ 57,942.42           |
| 151104  | 9/9/2009   | \$ 104,253.92          |
| 151736  | 10/14/2009 | \$ 117,393.67          |
| 151736  | 10/14/2009 | \$ 49,048.72           |
| 152730  | 11/25/2009 | \$ 56,161.99           |
| 153180  | 12/16/2009 | \$ 62,864.51           |
| 153743  | 1/13/2010  | \$ 40,168.94           |
| 154867  | 3/10/2010  | \$ 83,115.95           |
| 155457  | 4/14/2010  | \$ 63,030.61           |
| 156103  | 5/12/2010  | \$ 54,140.43           |
| 156740  | 6/9/2010   | \$ 44,472.32           |
| 158322  | 8/25/2010  | \$ 16,298.87           |
| 158673  | 9/15/2010  | \$ 18,304.95           |
| 159359  | 10/13/2010 | \$ 43,763.48           |
| 160842  | 12/22/2010 | \$ 49,497.30           |
| 161818  | 2/9/2011   | \$ 19,855.54           |
| 167460  | 11/9/2011  | \$ 9,213.23            |
| 169371  | 2/15/2012  | \$ 4,004.24            |
| 173126  | 8/15/2012  | \$ 8,894.07            |
| 174078  | 9/26/2012  | \$ 142,473.39          |
| 175751  | 12/19/2012 | \$ 10,737.66           |
| 176749  | 2/13/2013  | \$ 16,024.06           |
| 178621  | 5/15/2013  | \$ 27,020.24           |
| 180236  | 7/24/2013  | \$ 58,320.12           |
| 181301  | 9/11/2013  | \$ 90,485.18           |
| 181968  | 10/9/2013  | \$ 31,579.77           |
| 192595  | 11/13/2013 | \$ 262,001.63          |
| 184133  | 1/29/2014  | \$ 32,403.56           |
| 5238    | 4/18/2014  | \$ 108,599.26          |
| 5326    | 5/19/2014  | \$ 6,529.00            |
| 5389    | 6/30/2014  | \$ 39,355.35           |
| 5423    | 7/25/2014  | \$ 5,658.75            |
| 5436    | 8/12/2014  | \$ 54,275.54           |
| 5457    | 9/16/2014  | \$ 3,318.75            |
| 5454    | 9/16/2014  | \$ 58,298.63           |
| 5466    | 10/1/2014  | \$ 7,560.00            |
| 5467    | 10/1/2014  | \$ 71,228.10           |
|         |            | <b>\$ 3,449,541.64</b> |

10/7/2014

RESOLUTION 2014-330

WHEREAS, on January 11, 2005, by Resolution No. 2005-15 the Grand Island City Council approved an Interlocal Agreement between the City, Central Platte Natural Resources District, Hall County and Merrick County for the Upper Prairie/Silver/Moores Flood Control Project; and

WHEREAS, such resolution authorized City funding of 46.25% of the \$7.8 million, or \$360,750 each year for ten (10) years, for a total amount of \$3,607,500.00; and

WHEREAS, the project is approaching the ten (10) year, total City obligation of \$3,607,500 with an estimated 5 years remaining for completion and an additional expenditure of \$2,929,800 from the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment #1 to the Interlocal Agreement between the City, Central Platte Natural Resources District, Hall County and Merrick County for Upper Prairie/Silver/Moores Flood Control Project is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, October 28, 2014.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

|                     |                 |
|---------------------|-----------------|
| Approved as to Form | ☐ _____         |
| October 24, 2014    | ☐ City Attorney |