



City of Grand Island

Tuesday, January 11, 2005

Council Session

Item G22

**#2005-15 - Approving the Northwest Grand Island Flood Project
Inter-local Agreement**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: January 11, 2005

Subject: Approval of the Northwest Grand Island Flood Project Inter-Local Agreement

Item #'s: G-22

Presenter(s): Steven P. Riehle, Public Works Director

Background

All agreements must be approved by the City Council. The City of Grand Island has been working with the Central Platte Natural Resources District (CPNRD) for a few years on a flood control project for the Upper Prairie/Silver/Moores Creek. The project will protect a significant portion of Northwest Grand Island from flooding.

Discussion

This is a 16.4 million dollar project with a ten year proposed construction schedule. The Nebraska Department of Natural Resources through the development fund has approved 52.5 (approximately 8.6 million dollars) percent cost-sharing funds for the project. Local co-sponsors will be responsible for the remaining 7.8 million dollars.

The proposed commitment from local co-sponsors is:

- *Hall County - \$39,000 per year for 10 years (total of \$390,000)

- *Merrick County - \$19,500 per year for 10 years (total of \$195,000)

- * CPNRD - \$360,750 per year for 10 years (total of \$3,607,500.00)

- *City of Grand Island - \$360,750 per year for 10 years (total of \$3,607,500.00)

Hall County approved the agreement on December 14, 2004 and Merrick County approved the agreement on December 28, 2004.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

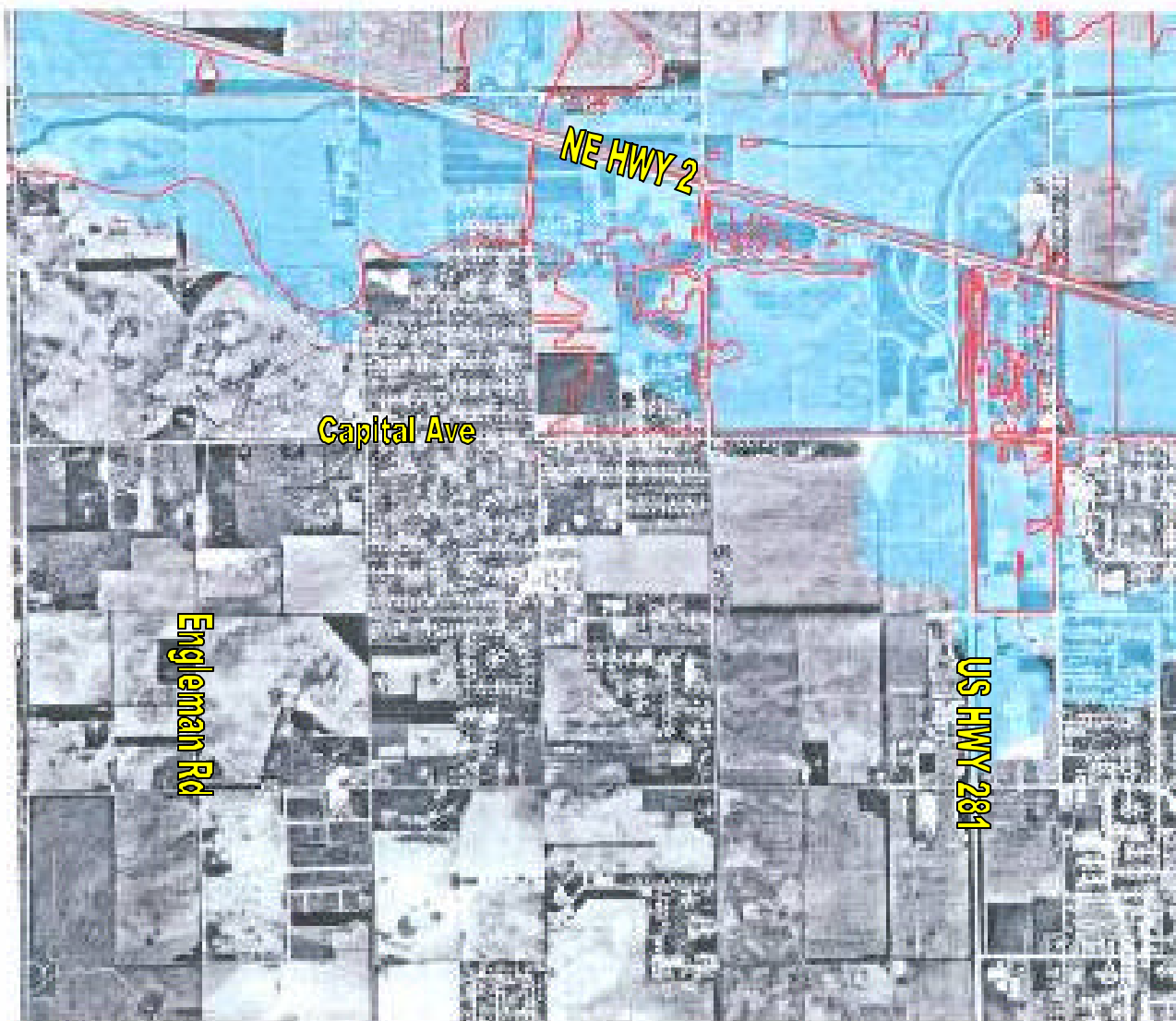
1. Make a motion to approve a resolution authorizing the Mayor to sign the agreement.
2. Refer the issue to a Committee.
3. Postpone the issue to a future date.
4. Take no action on the issue.

Recommendation

City Administration recommends that the Council approve a resolution authorizing the Mayor to sign the agreement.



Sample Motion

Move to approve a resolution authorizing the Mayor to sign the agreement.



ES&C DDCQ April 7 1995

Legend

-  FEMA Zone A Floodplain
-  1967 Flooding



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

THIS INTERLOCAL COOPERATIVE AGREEMENT (Agreement) is made on _____ 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. Grand Island, NE 68803	215 N. Kaufman Ave. Grand Island, NE 68803	(308) 385-6282
City of Grand Island*	100 E. First Street Grand Island, NE 68801	P.O. Box 1968 Grand Island, NE 68802	(308) 385-5444
Hall County *	121 S. Pine Street Grand Island, NE 68801	121 S. Pine Street Grand Island, NE 68801	(308) 385-5093
Merrick County*	Courthouse Central City, NE 68826	Courthouse 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:

Secretary

Date: _____

CENTRAL PLATTE NATURAL
RESOURCES DISTRICT,
a Political Subdivision

By: _____
Name, Chairperson

Attest:

Name, City Clerk

Date: _____

CITY OF GRAND ISLAND, NEBRASKA
a Municipal Corporation

By: _____
Name, Mayor

Attest:

Name, County Clerk

Date: _____

HALL COUNTY, NEBRASKA
a Body Politic and Corporate

By: _____
Name, Chairperson

Attest:

Name, County Clerk

Date: _____

MERRICK COUNTY, NEBRASKA
a Body Politic and Corporation

By: _____
Name, Chairperson

RESOLUTION 2005-15

WHEREAS, the City of Grand Island has been working with the Central Platte Natural Resources District for a number of years on a flood control project to protect a significant portion of northwest Grand Island from flooding; and

WHEREAS, funding has been authorized to allow the Nebraska Department of Natural Resources to contribute 52.5% of the total cost of such flood control project for the Upper Prairie/Silver/Moores Creeks, such amount is estimated to be \$8.6 million; and

WHEREAS, the remaining \$7.8 million in project costs will be funded by local sponsors consisting of the Central Platte Natural Resources District, the City of Grand Island, Hall County, and Merick County; and

WHEREAS, the City's financial commitment for the planning, design, acquisition, and construction of such project cost is 46.25% of the \$7.8 million or \$360,750 each year for ten years, for a total amount of \$3,607,500; and

WHEREAS, an Interlocal Cooperative Agreement for such project has been prepared to define and allocate duties and responsibilities for the performance of the agreement among the parties; and

WHEREAS, the City Attorney's office has reviewed and approved the proposed agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Interlocal Cooperative Agreement by and between the City and the Central Platte Natural Resources District, the County of Hall, and the County of Merrick for the Upper Prairie/Silver/Moores Creek 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, January 11, 2005.

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 6, 2005	☐ City Attorney