



City of Grand Island

Tuesday, June 28, 2005

Council Session

Item G17

**#2005-191 - Approving Interlocal Agreement with Community
Redevelopment Authority**

Staff Contact: Doug Walker

Council Agenda Memo

From: Douglas R. Walker, City Attorney

Meeting: June 28, 2005

Subject: Approving Interlocal Agreement with the
Community Redevelop Authority

Item #'s: G-17

Presenter(s): Douglas R. Walker, City Attorney

Background

Earlier this year discussions took place regarding the administration of the Grand Island Community Redevelopment Authority. The Community Redevelopment Authority has decided to request that the city provide administration services for the CRA beginning July 1, 2005, through September 30, 2006. The Interlocal Agreement has been prepared to enable the city to provide these services for the CRA.

Discussion

The City is proposing an Interlocal Agreement to the CRA to provide services of an administrative nature to enable the CRA to accomplish its purposes. The agreement is that the City will supply a director to provide administrative services and devote 10% of his or her time as the director of the CRA. The CRA is to reimburse the City for 10% of the Director's annual salary and benefits and also 10% of the Planning secretary's total annual salary and benefits as determined by the Grand Island Salary Ordinance in effect on the date of the execution of the agreement. The agreement further provides that the City Finance Director will serve as treasurer of the CRA as required by the Nebraska Statutes.

Alternatives

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

1. Move to approve the Interlocal Agreement to provide administrative services to the Community Redevelopment Authority.

2. Do not approve the Interlocal Agreement.
3. Postpone the issue to future date.
4. Take no action on the issue.

Recommendation

City Administration recommends that the Interlocal Agreement to provide administrative services for the Community Redevelopment Authority be approved.

Sample Motion

Motion to approve the Interlocal Agreement to extend administrative services to the Community Redevelopment Authority.

INTERLOCAL AGREEMENT

This Interlocal Agreement (“Agreement”) is made pursuant to the Nebraska Interlocal Cooperation Act (the “Act”) by and between the City of Grand Island, Nebraska (the “City”) and the Community Redevelopment Authority of the City of Grand Island, Nebraska (the “Authority”) with respect to the following facts:

1. The City is a city of the first class and a public agency within the meaning of the Act; and
2. The Authority is a community redevelopment authority duly created by the City and is a public agency within the meaning of the Act; and
3. The City and the Authority desire to enter into an agreement whereby the Authority will reimburse the City related to the performance of services by whomever the City Administrator shall designate, as Director for the Authority.

NOW, THEREFORE, in consideration of the foregoing facts, the terms and conditions of the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Authority agree as follows:

1. The City and the Authority specify the following pursuant to Section 3 of the Act:
 - a. The duration of this Agreement is for the period beginning on July 1, 2005 and ending September 30, 2006; thereafter, the Agreement shall automatically renew for successive one year terms beginning each October 1st until terminated as provided in this Agreement.
 - b. No separate legal or administrative entity is created by this Agreement.
 - c. The purpose of this Agreement is to provide for reimbursement by the Authority to the City for certain services provided by whomever the City Administrator shall designate, as Director of the Authority (“Director”).
 - d. The obligations of the City and the Authority pursuant to this Agreement shall be financed pursuant to their general budgets. No additional budgets or financing shall be required.
 - e. This Agreement may be terminated at any time by either party upon 30 days prior written notice to the other party. All facilities and equipment provided by the City and used by the Director for the benefit of the Authority shall remain the property of the City upon termination of this Agreement. If termination occurs on any day other than the last day of the month, the monthly reimbursement payable to the City by the Authority

pursuant to this Agreement for the month of termination shall be prorated based on the number of days in the month of termination during which this Agreement is in effect.

- f. (1) The City agrees that the Director will spend, during the term of this Agreement, approximately ten percent (10%) of his or her time, more or less, as Director of the Authority. The City further agrees that the Director may use the physical office provided to him or her by the City, together with equipment, supplies and services (such as telephone and utilities) provided in connection with his or her office for his or her services as Director of the Authority. Neither the City nor the Director shall be obligated to record or maintain records of the actual allocation of his or her time or of the equipment, supplies and services provided in connection therewith, as between the City and the Authority.

(2) In consideration of the provision of the services of the Director, and the related provision of the use of his or her office and of equipment, supplies and services in connection therewith, the Authority shall reimburse to the City a sum equal to ten percent (10%) of the Director's total annual salary and benefits and ten percent (10%) of the Planning secretary's total annual salary and benefits, as determined by the City of Grand Island Salary Ordinance in effect on the date of this Agreement, and on the first day of October for each subsequent year. All reimbursements due under this provision are to be made in equal quarterly installments due on the last day of the quarter.

(3) CRA shall also reimburse the City for expenses directly attributable to the operation of the CRA. These expenses shall include, but not be limited to, publication expenses, such as legal notices, office supplies and postage, travel expenses and all other line item expenditures set forth in the CRA budget.

- g. The City Finance Director will serve, as provided by Neb. Rev. Stat., §18-2102.01(7), as Ex-Officio Treasurer of the Authority, at no additional compensation. The City agrees that but for equipment and supplies unique to the Authority, that the physical office, equipment, supplies and services provided in connection with his or her services as Ex-Officio Treasurer of the Authority, is also at no additional compensation.

- 2. The City and the Authority specify the following pursuant to Neb. Rev. Stat. §18-2102.01(4):

- a. This Agreement shall be administered by the members of the Authority and the Mayor and Council of the City.

- b. The office and equipment shall remain the property of the City. Supplies and services provided to the Authority shall become the property of the Authority as and when used by the Authority. No other property shall be conveyed or transferred as between the City and the Authority in connection with this Agreement.
- c. This Agreement shall not relieve either the City or the Authority of any obligations imposed on it by law. This Agreement shall be governed by the laws of the State of Nebraska. This Agreement is entered into strictly for the benefit of the parties hereto and shall not inure to the benefit of or create rights in favor of any third party. This Agreement shall be effective upon approval by the members of the Authority and by the Mayor and Council of the City.

IN WITNESS WHEREOF, the City and the Authority hereby execute this Agreement by their duly authorized officers as of the date written below.

Attest: CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

RaNae Edwards, City Clerk

By: _____
Jay Vavricek, Mayor

Approved as to form by City Attorney _____
Approved by Resolution 2003-_____

Attest: COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF GRAND
ISLAND, NEBRASKA,

Secretary

By: _____
, Chairperson

STATE OF NEBRASKA)
) SS.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by Jay Vavricek, Mayor on behalf of the City of Grand Island, Nebraska, a municipal corporation.

Notary Public

STATE OF NEBRASKA)
)SS.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005,
by _____, on behalf of the Community Redevelopment Authority of the City of Grand Island,
Nebraska..

Notary Public



Working Together for a
Better Tomorrow. Today.

June 24, 2005

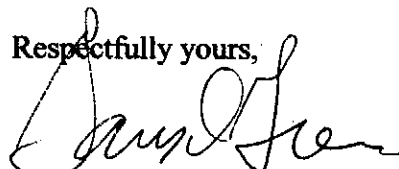
Mayor and City Council

RE: Community Redevelopment Authority (CRA) Appointment

Dear Chad:

It is my duty under Section 2-123 of the Grand Island City Code allows me to appoint a person to serve as the Director and Ex Officio Secretary of the Community Redevelopment Authority to perform the necessary administrative functions described in Neb. Rev. Stat. §18-2101, et seq.

I hereby officially appoint Chad Nability, Regional Planning Director as the Director of the Community Redevelopment Authority effective July 1, 2005.

Respectfully yours,


Gary Greer
City Administrator

cc: Chad Nability, Regional Planning Director
RaNae Edwards, City Clerk

RESOLUTION 2005-191

WHEREAS, the City Council for the City of Grand Island, Nebraska, enacted Ordinance No. 8021 on June 27, 1994, creating the Community Redevelopment Authority of the City of Grand Island, Nebraska, to address the need for economic development opportunities through the provisions of Neb. Rev. Stat. §18-2101, et seq.; and

WHEREAS, Ordinance No. 8021 was incorporated into the Grand Island City Code in Article XI. of Chapter 2; and

WHEREAS, Section 2-123 of the Grand Island City Code states that the City Administrator shall select a person to serve as the Director and Ex Officio Secretary of the Community Redevelopment Authority to perform the necessary administrative functions described in Neb. Rev. Stat. §18-2101, et seq.; and

WHEREAS, an Interlocal Agreement between the City of Grand Island and the Community Redevelopment Authority of the City of Grand Island, Nebraska, has been prepared to provide for the designation of a City employee as the Director of the Community Redevelopment Authority and to provide for reimbursement by the Community Redevelopment Authority to the City for the services provided; and

WHEREAS, said Interlocal Agreement also provides for the appointment of the City Finance Director as Ex-Officio Treasurer of the Community Redevelopment Authority as required by state law, at no additional compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Interlocal Agreement between the City and the Community Redevelopment Authority of Grand Island, Nebraska, is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute the Interlocal 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, June 28, 2005.

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 23, 2005	☐ City Attorney