



# **City of Grand Island**

**Tuesday, March 13, 2007**

**Council Session**

## **Item G17**

**#2007-64 - Approving Inter-Local Agreement for Nebraska Storm  
Water Communities Cooperative**

**Staff Contact: Steve Riehle, City Engineer/Public Works Directo**

# **Council Agenda Memo**

**From:** Steven P. Riehle, Public Works Director

**Meeting:** March 13, 2007

**Subject:** Approving Interlocal Agreement for the Nebraska Storm Water Cooperative

**Item #'s:** G-17

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

## **Background**

The City of Grand Island and 9 other non-metropolitan Cities including: Beatrice, Columbus, Fremont, Hastings, Kearney, Lexington, Norfolk, North Platte, and Scottsbluff were designated by the Nebraska Department of Environmental Quality and the Environmental Protection Agency (EPA) as National Pollutant Discharge Elimination System (NPDES) Phase II Storm Water Communities. These Communities have formed the Nebraska Storm Water Cooperative.

The Nebraska Storm Water Cooperative has adopted a shared Storm Water Management Plan (sMS4 Wide Storm Water Management Plan). This sMS4 Wide Storm Water Management Plan is in accordance with the regulations in the Nebraska Department of Environmental Quality (NDEQ) General Permit to release Storm Water to the waters of the State.

## **Discussion**

The 10 member Communities of the Nebraska Storm Water Cooperative wish to continue working on the development and implementation of their shared Storm Water Management Plan (sMS4 Wide Storm Water Management Plan). The Interlocal Agreement will enable the Communities to cooperate with one another to facilitate the performance of their obligations under the laws of the State of Nebraska and the United States of America regarding the management of Storm Water.

## **Alternatives**

1. Make a motion to authorize the mayor to sign the Interlocal Agreement for the Nebraska Storm Water Cooperative.
2. Refer the issue to a Committee.
3. Postpone the issue to a later date.
4. Take no action.

## **Recommendation**

City administration recommends that the Council approve the resolution authorizing the Mayor to sign the Interlocal Agreement for the Nebraska Storm Water Cooperative.

## **Sample Motion**

Move to approve the Interlocal Agreement.

# **INTERLOCAL AGREEMENT**

This agreement is made pursuant to the Interlocal Cooperation Act, Neb.Rev.Stat. §§13-801ff. The parties to the agreement are the City of Beatrice, the City of Columbus, the City of Fremont, the City of Grand Island, the City of Hastings, the City of Kearney, the City of Lexington, the City of Norfolk, the City of North Platte, and the City of Scottsbluff. All of the parties are municipal corporations established pursuant to the laws of the State of Nebraska.

## **ARTICLE I. PURPOSE OF THE AGREEMENT**

The purpose of this agreement is to enable the parties to cooperate with one another to facilitate their performance of their obligations under the laws of the State of Nebraska and the United States of America regarding the management of storm water. This cooperation shall include but not be limited to:

1. Jointly meeting and consulting with one another about storm water management issues.
2. Developing and recommending to their governing bodies appropriate legislation addressing storm water management issues.
3. Developing appropriate public educational materials and programs regarding storm water management issues.
4. Developing a common web site to facilitate public education, to enable members of the public to report violations of storm water regulations, and for such other functions as may be deemed appropriate and beneficial.
5. Developing a computer program to facilitate reporting, monitoring, and such other functions as may be appropriate and beneficial.
6. Jointly purchasing items from time to time so that quantity discounts can be obtained.
7. Jointly purchasing items from time to time for the parties' common use in carrying out the purposes of this agreement.
8. Jointly hiring consultants, accountants, attorneys, and such other persons with such expertise as the parties may decide would be beneficial.

## **ARTICLE II. GOVERNING BOARD**

1. To conduct the joint and cooperative undertaking, there is hereby established the Storm Water Communities Cooperative Board ("the Board"). The governing body of each party to this agreement will designate an officer or employee to serve on the Board. A certified copy of the resolution or other document designating such representative shall be furnished to the Public Works Director of the City of Grand Island, to be included in the books and records of the Board.

2. The Board shall carry out the functions described in Article I herein, and such other functions as it may decide appropriate to accomplish the purposes of this Agreement, including but not limited to:

- (a) Defining storm water management program service needs (operation and maintenance and regulatory compliance) and desired levels of service for each party.
  - (b) Providing access to staff and appropriate administrative services and data for understanding the needs for the defined service and desired levels of service; and information on existing commitment in storm water management.
  - (c) Making recommendations for facilitating outreach, education, and public meetings to inform citizenry about comprehensive Storm Water Management Program service needs and desired service levels. Each Party will hold public meetings as required and the parties will provide staff to support these meetings.
  - (d) Reviewing and evaluating the results of the parties' development project, the Storm Water Management Program and the funding for the program as it is developed by the project.
3. The Board shall meet from time to time as the parties may agree. Unless the parties agree otherwise, such meetings will be held at City Hall, 100 East First Street, Grand Island, Nebraska.
4. The books and records of the Board shall be kept at by the Public Works Department of the City of Grand Island. All parties shall have access to such books and records during the regular business hours of the City of Grand Island.
5. Minutes of each meeting of the Board shall be kept by an employee of the City of Grand Island, to be designated by the Public Works Director of the City of Grand Island. All notices of meetings shall be mailed to, first class mail, to the parties at the addresses specified elsewhere in this agreement. It is contemplated that Chapter 84, Article 14, Revised Statutes of Nebraska (pertaining to public meetings) is applicable to such meetings. Each party shall meet the requirements of the Chapter 84, Article 14, Revised Statutes of Nebraska by the same procedures it uses in publicizing meetings of its City Council.
6. Each party acknowledges that it has its own obligations in the management of storm water. It is contemplated that each party will incur expenses of various kinds, including but not limited to staff time, equipment, engineers, consultants, and attorneys to meet these obligations. No party will be entitled to reimbursement for such expenses

### **ARTICLE III. FUTURE COSTS**

The parties contemplate that additional costs may be incurred in carrying out the purposes of this agreement. Such costs may be shared among the parties according to the following formula. The population of each party is that determined by the most

recent federal census. Each party may pay that proportion of the cost that its population bears to the total population of all parties. No costs shall be incurred for any individual expenditure that will result in any party's share being more than seven thousand five hundred dollars unless a specific agreement is made. No party shall be obligated to participate in the paying of such costs in the absence of a specific agreement.

#### **ARTICLE IV. JOINTLY PURCHASED ITEMS FOR INDIVIDUAL USE BY THE PARTIES.**

The parties contemplate that it may be desirable from time to time to jointly purchase items for their individual use so that quantity discounts can be obtained. No party shall be obligated to participate in such a joint purchase. The cost of the items purchased and the distribution of the items to the parties will be as the parties participating in the purchase may agree.

#### **ARTICLE V. ITEMS PURCHASED FOR COMMON USE.**

The parties contemplate that it may be desirable from time to time to jointly purchase items for the common use of the parties. Any item so purchased will be deemed to be the property of the City of Grand Island, but will be available for the use of all parties who participated in the purchase, under such terms as the parties may agree.

#### **ARTICLE VI. NO COMPENSATION TO GRAND ISLAND.**

In consideration of the fact that the representatives from the City of Grand Island will generally not have to travel to attend meetings of the Board, thus resulting in a financial saving for the City of Grand Island, the City of Grand Island will receive no compensation for performing the functions and providing a meeting place as described in Articles II and V herein.

#### **ARTICLE VII. NOTICES.**

Any notice to any party shall be mailed, first class mail postage prepaid, to the following:

City of Beatrice  
ATTN: Stormwater  
400 Ella Street  
Beatrice, NE 68310

City of Columbus  
ATTN: City Engineer  
2424 14<sup>th</sup> Street  
Columbus, NE 68601

City of Fremont  
ATTN: Stormwater  
400 E. Military Avenue  
Fremont, NE 68025

City of Grand Island  
ATTN: Stormwater  
100 East First Street  
Grand Island, NE 68801

City of Hastings  
ATTN: Stormwater  
220 North Hastings Avenue  
Hastings, NE 68901

City of Kearney  
ATTN: Stormwater  
18 E. 22<sup>nd</sup> Street, P.O. Box 1180  
Kearney, NE 68848

City of Lexington  
ATTN: Stormwater  
406 E. 7<sup>th</sup> Street  
Lexington, NE 68850

City of Norfolk  
ATTN: Stormwater  
127 North First Street  
Norfolk, NE 68701

City of North Platte  
ATTN: City Engineer  
211 West 3<sup>rd</sup> Street  
North Platte, NE 69101

City of Scottsbluff  
ATTN: Stormwater  
1818 Avenue A  
Scottsbluff, NE 69361

Any party may designate additional or different addresses for communication by notice given under this section to the other parties.

#### **ARTICLE VIII. MISCELLANEOUS.**

1. This agreement shall be of indefinite duration.
2. Any party may withdraw from this agreement by giving 30 days written notice to each other party. A withdrawing party shall bear no responsibility for costs incurred by the Board after the date of notice of withdrawal has been given to the other parties; Provided however, that the withdrawing party shall remain obligated for its proportionate share of the costs of any obligations incurred before prior to the date it gives notice of withdrawal.
3. Each party will finance its obligations under this agreement through its ordinary budgeting processes.
4. No Party shall sell or assign any interest in or obligation under this Agreement without the prior express written consent of all other Parties.
5. Any communication required or permitted by this Agreement must be in writing except as expressly provided otherwise in this Agreement.
6. No separate entity is created by this Agreement.
7. If any provision of this Agreement shall be unenforceable, such provision, to the extent permitted by law, shall be severed from this Agreement, leaving the remaining provisions intact.
8. This Agreement constitutes the entire contract between the parties, and this Agreement shall not be changed except in writing signed by all the parties.
9. No officer, agent or employee of any party shall be subject to any liability or accountability by reason of the execution of this of this Agreement or any other documents related to the transactions contemplated hereby. Such officer, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This section shall not relieve any such officer,

agent or employee from the performance of any official duty provided by law. The officials and employees of each party shall not be deemed agents or employees of any other party in performance of this Agreement.

10. This Agreement may be executed in several counterparts, each shall be an original, but all of them together constitute the same instrument.

11. This Agreement shall not affect any existing contract among the parties, unless in irreconcilable conflict with such other contract.

12. The execution of this Agreement by the City of Grand Island and five other parties named herein shall be sufficient to make this Agreement effective among the parties which have executed it.

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be executed in their Community names by their duly authorized officers, all as of the date first above written.

CITY OF BEATRICE, NEBRASKA

By \_\_\_\_\_  
Mayor

CITY OF COLUMBUS, NEBRASKA

By \_\_\_\_\_  
Mayor

CITY OF FREMONT, NEBRASKA

By \_\_\_\_\_  
Mayor

CITY OF GRAND ISLAND, NEBRASKA

By \_\_\_\_\_  
Mayor

CITY OF HASTINGS, NEBRASKA

By \_\_\_\_\_  
Mayor

CITY OF KEARNEY, NEBRASKA

By \_\_\_\_\_  
Mayor

CITY OF LEXINGTON, NEBRASKA



By \_\_\_\_\_  
Mayor

CITY OF NORFOLK, NEBRASKA

By \_\_\_\_\_  
Mayor

CITY OF NORTH PLATTE, NEBRASKA

By \_\_\_\_\_  
Mayor

CITY OF SCOTTSBLUFF, NEBRASKA

By \_\_\_\_\_  
Mayor

RESOLUTION 2007-64

WHEREAS, the City of Grand Island and the communities of Beatrice, Columbus, Fremont, Hastings, Kearney, Lexington, Norfolk, North Platte and Scottsbluff have been designated as National Pollutant Discharge Elimination System (NPDES) Phase II Storm Water Communities by the Nebraska Department of Environmental Quality; and

WHEREAS, the Nebraska Storm Water Cooperative has adopted a shared Storm Water Management Plan (sMS4 Wide Storm Water Management Plan) in accordance with the regulations in the Nebraska Department of Environmental Quality General Permit to release storm water to the waters of the State of Nebraska; and

WHEREAS, the NPDES Phase II Storm Water Communities wish to continue the development of their shared Storm Water Management Plan (sMS4 Wide Storm Water Management Plan); and

WHEREAS, an Interlocal Agreement will enable the communities to facilitate the performance of their obligations under the laws of the State of Nebraska and the United States regarding the management of Storm Water.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Interlocal Cooperation Agreement by and between the City of Grand Island and the communities of Beatrice, Columbus, Fremont, Hastings, Kearney, Lexington, Norfolk, North Platte and Scottsbluff, for the development and implementation of a shared Storm Water Management Plan (sMS4 Wide Storm Water Management Plan) is hereby approved; and 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, March 13, 2007.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk

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| Approved as to Form | ☐ _____         |
| March 8, 2007       | ☐ City Attorney |