



# City of Grand Island

Tuesday, August 07, 2007

Special Council Session

## Item F1

**#9130 - Consideration of Repealing Ordinance No. 9090 Creating  
Sewer Connection District #522T**

Staff Contact: Wes Nespor, Assistant City Attorney

# **Council Agenda Memo**

**From:** Wesley D. Nespor, Assistant City Attorney

**Meeting:** August 7, 2007

**Subject:** Approving Interlocal Agreement for Infrastructure

**Item #'s:** F-1, G-7 & G-8

**Presenter(s):** Wesley D. Nespor. Assistant City Attorney

## **Background**

Hall County, the Hall County Airport Authority, and the City of Grand Island cooperated to recruit a military helicopter facility on the Hall County Airport Authority's property. To serve that facility and other potential property in that area, tap districts were created to construct water and sanitary sewer infrastructure from Skypark Road northeasterly to Section 36, Township 12 North, Range 9 West of the 6<sup>th</sup> P.M., Hall County, Nebraska. The sewer system was designed as a forced main and lift station system to save costs. However, a tap district is now not feasible because of the inability to "tap" into this type of main. Sewer Tap District No. 522T should be repealed and a resolution to authorize the improvements should be passed instead. The Airport Authority will contribute the cost of upgrading an existing segment of private sanitary sewer line located in Capital Avenue and Skypark Road and grant the improved system to the City. A resolution is also needed to authorize the construction of these upgrades. The Authority will also pay a tap fee of approximately \$120,000 to \$125,000 to connect to the water line when it is constructed. A summary of the various projects is contained in the interlocal agreement. Passing the interlocal agreement allows the City to oversee the design, bidding, and construction of all phases of the project to ensure compliance with City specifications.

## **Discussion**

These actions are necessary to formalize the several agreements in principle reached by the participating governmental agencies and embodied in the sewer and water tap districts. Bidding and construction of the improvements in the tap district area were already approved and authorized by the Ordinances creating the two districts. However, the tap district for sanitary sewer should be revoked and replaced by a resolution to authorize the project and commence the bidding process. In addition, the interlocal agreement should be approved so that the improvements to the private sewer line in Capital Avenue and Skypark Road can be incorporated into the overall project.

## **Alternatives**

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

1. Approve the resolutions which would create an interlocal agreement for the upgrading of private sanitary sewer line and authorize the construction of new sanitary sewer from Skypark Road to Sec 36-12-9, Hall County, Nebraska.
2. Disapprove or /Deny the resolutions which would result in the City not building the infrastructure promised to the helicopter facility.
4. Table the issue to a time and date certain.

## **Recommendation**

City Administration recommends that the Council:

1. Repeal Ordinance 9090 thus nullifying Tap District 522T,
2. Approve the resolution to bid and construct the improvements, and
3. Approve the resolution authorizing the interlocal agreement.

## **Sample Motion**

After repealing Ordinance 9090, two motions are needed:

(G-7) Approve the resolution to bid and construct the improvements in Capital Avenue, Skypark Road, and from Skypark Road northeasterly to Section 36, Township 12 North, Range 9 West of the 6<sup>th</sup> P.M., Hall County, Nebraska.

(G-8) Approve the resolution for the interlocal agreement with the Hall County Airport Authority.

**INTERLOCAL AGREEMENT FOR INFRASTRUCTURE CONSTRUCTION  
BY AND BETWEEN  
THE HALL COUNTY AIRPORT AUTHORITY  
AND THE  
CITY OF GRAND ISLAND**

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 2007, by and between the Hall County Airport Authority, a body politic and corporate and a political subdivision of the State of Nebraska, hereinafter referred to as the "Airport," and the City of Grand Island, a municipal corporation and a political subdivision of the State of Nebraska, hereinafter referred to as the "City;" WITNESSETH:

WHEREAS, the Airport owns, operates, and maintains an airport facility and leases land to the Nebraska Army National Guard; and

WHEREAS, the Airport wishes to apply for City water and sewer services; and

WHEREAS, the Airport is willing to upgrade its own sewer infrastructure in order to connect to the City's sewer system; and

WHEREAS, the City desires to contract with the Airport for the above-described services, to oversee the upgrade of the Airport's infrastructure and acquire the upgraded infrastructure upon completion.

NOW, THEREFORE, the parties mutually covenant and agree as follows:

1. Definitions. As used herein, definitions contained in the Nebraska Interlocal Cooperation Act shall apply. Water lines and infrastructure refer to potable water systems and sewer lines and infrastructure refer to sanitary sewer systems.

2. Duration. This agreement shall commence on the date last executed by the parties hereto and shall continue until 90 days after the completion of the water and sewer improvements contemplated by the parties and all payments for the same have been tendered.

3. Airport Obligations. The Airport shall provide the following to the City during the term of this agreement:

A. Pay to the City an amount equal to 115% of the actual cost of constructing sewer upgrades to the Airport's private sewer line which begins at the intersection of Geddes Street and Capital Avenue and runs thence East in the Capital Avenue right-of-way to Sky Park Road; thence Northerly in the Sky Park Road right-of-way approximately 1150 feet to the point of termination. This amount is payable at the time the City awards a construction contract based on the bid amount with

an adjustment for increases or decreases at the time construction is completed and the final expenses are determined.

B. Transfer ownership of the above mentioned sewer line to the City upon completion of all upgrades. This document will serve as an instrument of transfer and no bill of sale is required.

C. Grant to the City all necessary easements for the surveying, inspection, construction, replacement, relocation, extension, operation, and maintenance of water and sewer infrastructure within the boundaries of Water Main District No. 453T created by Ordinance No. 9083 a copy of which is attached hereto.

D. Grant to the City a right of ingress and egress to repair and maintain existing water lines upon Airport property, wherever located (see attached map of Airport real estate).

E. Such access to Airport property shall be in compliance with FAA and Airport safety and security guidelines.

F. Pay the connection (tap) fee prior to the Army Aviation Support Facility connecting to the water system constructed under Water Main District No. 453T. It is estimated that the equalized benefit to that portion of the Airport property will be approximately \$120,000.00 to \$125,000.00. Future connection to the water main at other locations within District 453T shall also require the payment of a connection fee based on the equalized benefit to be established upon completion of construction.

4. City Responsibilities. The City shall be solely responsible and liable for the following:

G. Preparing bid plans and specifications to upgrade the Airport's private sewer line, manholes, and appurtenances to comply with City sewer system standards. The private sewer line begins at the intersection of Geddes Street and Capital Avenue and runs thence East in the Capital Avenue right-of-way to Sky Park Road; thence Northerly in the Sky Park Road right-of-way approximately 1150 feet to the point of termination.

H. Advertise the project and award a contract for such upgrades.

I. Provide construction inspection and contractor supervision during the project.

J. Prepare as-built plans and a certificate of final completion.

K. Invoice Airport 115% of the contract bid amount upon award of the contract for the sewer system upgrades with a final invoice making any adjustments for increases or decreases in the amount actually expended for the project which shall either be debited or credited at the rate of 115%.

L. Allow the Airport's tenant (Army Aviation Support Facility) to connect to the City's sewer system without a connection fee at a point approximately 220 feet East and 553 feet North of the Southwest corner of Section 36, Township 12 North, Range 9 West of the 6<sup>th</sup> P.M., Hall County, Nebraska.

M. Allow the Airport's tenant (Army Aviation Support Facility) to connect to the City's water system, after Airport has paid the connection fee, at a point approximately 220 feet East and 553 feet North of the Southwest corner of Section 36, Township 12 North, Range 9 West of the 6<sup>th</sup> P.M., Hall County, Nebraska.

N. Accept ownership and maintenance responsibility for the sewer system described in paragraph 4(A) above.

O. Accept ownership of water lines wherever located on Airport property except that portion constructed by the Army Aviation Support Facility.

P. Provide City water and sewer service to Airport and its tenants if Airport will first perform all its obligations hereunder, pay all connection charges, and pay all monthly or periodic user fees at such rates as the City establishes from time to time.

5. Consideration. The mutual promises and obligations contained herein constitute adequate consideration.

6. System Ownership. Ownership of water and sewer infrastructure is as follows:

The City will own:

Sewer from Geddes Street and Capital Avenue; thence East in the Capital Avenue right-of-way to Sky Park Road; thence Northerly in the Sky Park Road right-of-way approximately 1150 feet to the point of termination.

All water and sewer lines and mains in the new tap district boundaries except the water and sewer service lines connecting to the mains at the Army Aviation Support Facility.

All water lines on airport property except the water lines being built on the Army Aviation Support Facility grounds. The point of demarcation between the two systems will be a valve on the east end of the City's water main.

Airport retains:

All sewer line north of the termination point on Sky Park Road (1150 feet north of Capital Ave.) and the sewer service line on the Army Aviation Support Facility.

Water and sewer service lines on the Army Aviation Support Facility.

7. Transfer Upon Termination. Ownership and maintenance responsibilities for water and sewer systems as set forth herein shall continue after termination of this interlocal agreement.

8. Implementation. Upon execution of this agreement, the parties shall take such actions as necessary to implement this agreement within a reasonable time thereafter.

9. Modification. This agreement may be modified only by written agreement of the parties.

10. Termination. This agreement may be immediately terminated by either party upon a material default by the other which remains uncured within 90 days of notice.

11. Property. Unless specifically set forth elsewhere in this agreement, any property acquired or made available by any party for the purposes of this agreement shall remain the property of the party acquiring or making such property available and may be disposed of by such party as provided by law, regulation, or ordinance governing the same.

12. No Separate Entity. There shall be no separate legal entity created through this interlocal cooperation agreement. Said agreement shall be jointly administered by the Airport Authority Board acting through its Executive Director and the Grand Island City Council acting through the City Administrator.

13. Assistance. Pursuant to the Interlocal Cooperation Act, any party to this agreement may appropriate funds and may sell, lease, give, or otherwise provide assistance, including personnel and services, as may be within the party's legal power to furnish.

14. Funding. This agreement shall be financed by funds available to the parties hereto.

Executed by the parties hereto on the dates below written:

Dated \_\_\_\_\_, 2007

Dated \_\_\_\_\_, 2007

City of Grand Island, Nebraska

Hall County Airport Authority

by: \_\_\_\_\_  
Margaret Hornady, Mayor

by: \_\_\_\_\_  
Chair

[attest]

[attest]

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

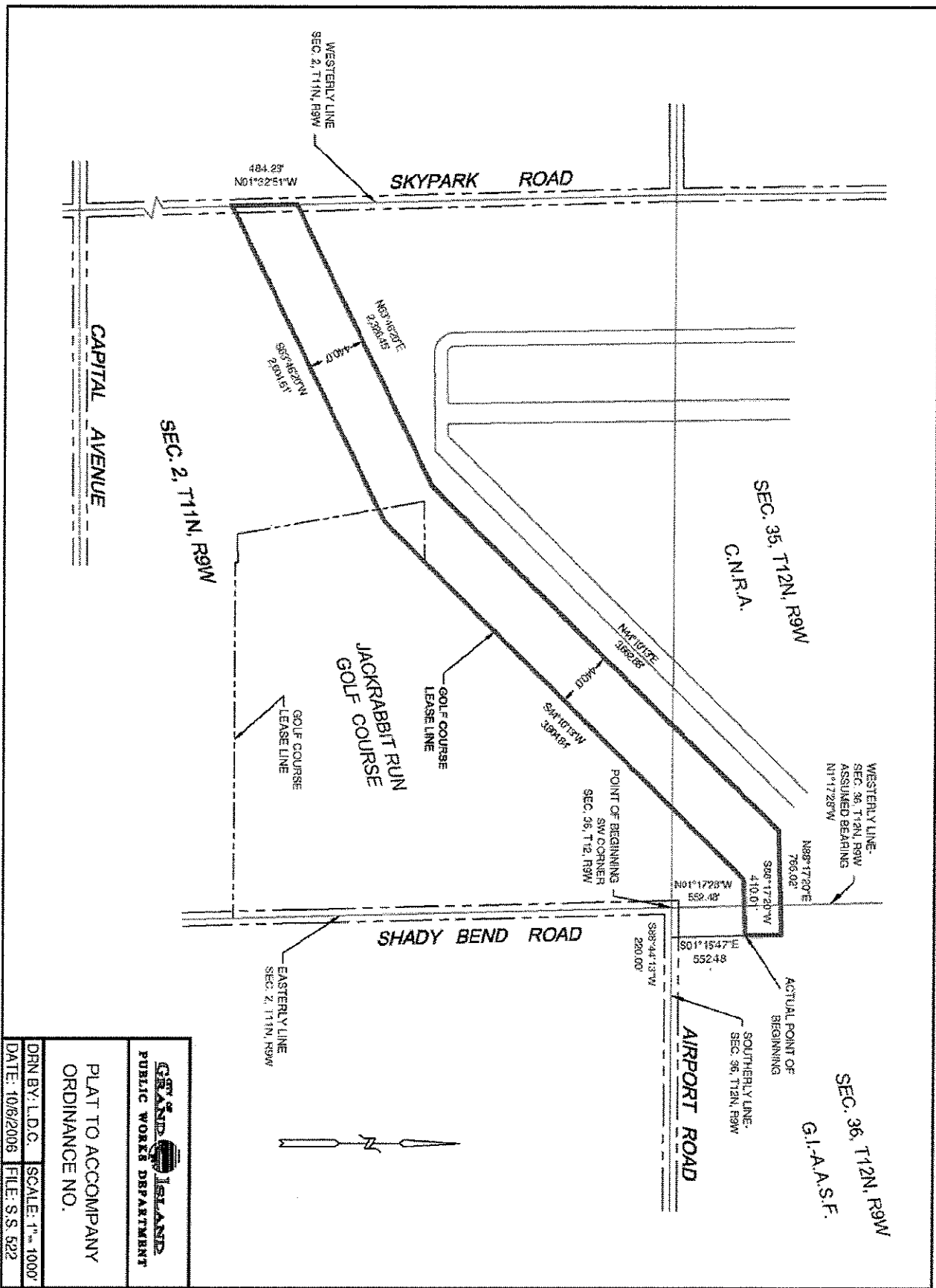
\_\_\_\_\_  
Airport Authority Secretary

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Dale Shotkoski, City Attorney

\_\_\_\_\_  
Ronald S. Depue, Airport Attorney



**GRAND ISLAND**  
 PUBLIC WORKS DEPARTMENT  
 PLAT TO ACCOMPANY  
 ORDINANCE NO.  
 DRN BY: L.D.C. SCALE: 1" = 1000'  
 DATE: 10/6/2006 FILE: S.S. 522



\* This Space Reserved for Register of Deeds \*

ORDINANCE NO. 9130

An ordinance to repeal Ordinance No. 9090 as approved by the Grand Island City Council on November 28, 2006 as now existing pertaining to the creation of Sanitary Sewer District No. 522T; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA:

SECTION 1. Ordinance No. 9090 as approved by the Grand Island City Council on November 28, 2006 is hereby repealed. The boundaries of the repealed District are:

Commencing at the southwest corner of Section Thirty Six (36), Township Twelve (12) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska; thence S88°44'13"E along the southerly line of said Section Thirty Six (36), Township Twelve (12) North, Range Nine (9) West, a distance of two hundred twenty feet (220'); thence N1°17'28"W, a distance of five hundred fifty two and forty-eight hundredths feet (552.48'); thence S88°17'30"W a distance of four hundred ten and one hundredths feet (410.01'); thence S44°10'13"W, a distance of three thousand eight hundred four and eighty four hundredths (3,804.84) feet; thence S63°46'20"W, a distance of two thousand six hundred four and sixty one hundredths (2,604.61) feet to a point on the westerly line of Section Two (2), Township Eleven (11) North, Range Nine (9) West; thence N1°32'51"W along the westerly line of said Section Two (2), a distance of four hundred eighty four and twenty three hundredths (484.23) feet; thence N63°46'20"E, a distance of two

Approved as to Form	☐ _____
August 2, 2007	☐ City Attorney

ORDINANCE NO. 9130

thousand three hundred twenty six and forty five hundredths (2,326.45) feet; thence N44°10'13"E, a distance of three thousand six hundred sixty two and eighty eight hundredths (3,662.88) feet; thence N88°17'20"E, a distance of seven hundred sixty six and two hundredths (766.02) feet; thence S1°15'47"E, a distance of two hundred seventy (270.0) feet; thence S88°44'13"W parallel with the southerly line of said Section Thirty Six (36), a distance of two hundred twenty (220.0) feet to the said Point of Beginning.

SECTION 2. Any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 3. This ordinance is directed to be filed in the office of the Register of Deeds of Hall County, Nebraska.

SECTION 4. The validity of any section, subsection, sentence, clause, or phrase of this ordinance shall not affect the validity or enforceability of any other section, subsection, sentence, clause, or phrase thereof.

SECTION 5. That this ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: August 7, 2007.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk