

Memorandum

To: Programs, Projects and Operations Subcommittee

From: John Winkler, General Manager

Date: May 5, 2025

Re: Interlocal Agreement with City of Blair for Water Quality Basin Cost Share

The City of Blair has had ongoing problems with Cauble Creek as it is subject to strong Seasonal flows and is very susceptible to bank sloughing. The most problematic section of the creek starts at Hwy 91 and runs through developed sections of Blair. Furthermore, the City of Blair has had to replace/repair public infrastructure in this area due to bank sloughing.

The City of Blair has a unique opportunity to partner with Easterseals Nebraska to greatly improve the situation right at the beginning of the worst stretch of Cauble Creek.

The City of Blair in partnership with the Easterseals Camp would construct a settling basin for sediments and pollutants which would retain 100% of the current 238-acre watershed and future project runoff, control and reduce water flows into Cauble Creek, reduce creek bank sloughing, and prevent expansion of the downstream floodplain.

The total project cost is estimated at \$750,000 dollars and the Papio NRD would contribute \$367,000 dollars; this item was already budgeted last fiscal year in the 2024-2025 budget in anticipation of this interlocal agreement.

Therefore, Management recommends that the subcommittee recommend to the Board of Directors that the General Manager be authorized to execute the proposed Interlocal Agreement to provide the City of Blair with a cost share of a not to exceed \$367,000 for the Cauble Creek project; with any changes deemed necessary by the General Manager and Legal Counsel.

INTERLOCAL COOPERATION AGREEMENT

Between

THE CITY OF BLAIR, NEBRASKA

And

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

For

COST-SHARING ASSISTANCE FOR WATER QUALITY BASIN

THIS AGREEMENT (hereinafter “**THIS AGREEMENT**”) is made by and between the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** (“the **NRD**”) and the **CITY OF BLAIR, NEBRASKA** (“the **CITY**”), pursuant to the authority provided in the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. §§13-801, *et seq.*).

WHEREAS, the NRD’s purpose pursuant to Neb. Rev. Stat. § 2-3229 includes erosion prevention and control, prevention of damages from floodwater and sediment, flood prevention and control, and development of recreational facilities;

WHEREAS, the CITY desires to develop and construct a water quality basin at the former campus of Dana College within the CITY’s jurisdiction (“the **PROJECT**”);

WHEREAS, the basin will serve as a storage area for stormwater runoff for the surrounding watershed and limited sedimentation and erosion downstream, limiting further damage to creek banks and property caused by said runoff, and the basin, if permanent water exists, can serve recreational purposes as well;

WHEREAS, the CITY desires to receive cost-sharing assistance from the NRD for a portion of the costs of the PROJECT;

WHEREAS, providing cost-sharing assistance for the PROJECT aligns with the NRD’s purpose under Neb. Rev. Stat. § 2-3229;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants of parties hereinafter expressed, the parties hereby agree as follows:

1. **PROJECT BENEFITS.** The parties do hereby find and determine that the PROJECT will be of predominantly general benefit to the CITY and the NRD, with only an incidental special benefit.

2. **PROJECT PARTICIPANTS.** The PROJECT shall be undertaken without any separate entity being created, and the duties and responsibilities of the parties with respect to the PROJECT shall be as defined by THIS AGREEMENT.

3. **SUBMISSION OF PLANS.** Prior to commencing bidding for the construction of the PROJECT, the CITY shall submit to the NRD the PROJECT plans, bid documents, construction contract, and implementation schedules (collectively the "PROJECT DOCUMENTS"). The NRD shall review the PROJECT DOCUMENTS in a timely manner and provide the CITY with feedback or approval within thirty (30) days. If during any phase of the PROJECT, there are material changes to the application or the DOCUMENTS, the CITY shall timely inform the NRD, in writing, of the material change and submit an updated version of the PROJECT DOCUMENTS that were impacted by the material change.

4. **RIGHTS-OF-WAY ACQUISITION.** Lands, easements and rights-of-way, which the CITY determines is necessary for construction of the PROJECT or for the permanent operation, maintenance, repair, replacement, management and regulation of the PROJECT ("the **PROJECT RIGHTS-OF-WAY**"), shall be obtained by the CITY or the CITY's contractors or partners, which shall hold title thereto.

5. **PERMITS.** All necessary local, state and federal permits, which the CITY determines are necessary for construction of the PROJECT or for the permanent operation, maintenance, repair, replacement, management and regulation of the PROJECT, shall be obtained by the CITY or the CITY's contractors or partners, which shall hold the same. The cost of such permits shall be deemed a cost of the PROJECT.

6. **UTILITY RELOCATIONS.** The CITY shall be solely responsible for relocation of any utilities that are determined to interfere with construction of the PROJECT, or with the operation, maintenance, repair, replacement, management or regulation of the PROJECT. The cost of such utility relocations shall be deemed to be a cost of the PROJECT.

7. DESIGN CONTRACT FOR PROJECT. The CITY or its contractors or partners shall retain an engineering firm to design the PROJECT. The cost of retaining an engineering firm for the PROJECT shall be deemed to be a cost of the PROJECT.

8. NRD CONTRIBUTION. As its contribution(s) towards the aforesaid costs of the original engineering and construction and of the PROJECT (“the **NRD CONTRIBUTION**”), the NRD shall reimburse the CITY for up to a total of \$367,000 for the costs of the PROJECT through periodic installments reimbursing the CITY for costs incurred.

The CITY shall provide an invoice(s) to the NRD detailing all of the billings and costs for which it seeks reimbursement prior to the NRD paying any of the installments. Each installment shall be paid to the CITY within 45 days of the CITY’S submission to the NRD of the invoice(s) referenced above. Under no circumstances shall the NRD CONTRIBUTION exceed the total sum of \$367,000, nor shall the NRD be responsible for paying any monies related to the PROJECT in excess of \$367,000.

The CITY shall be solely responsible to pay all other costs and expenses associated with the PROJECT, including but not limited to the operation and maintenance of the PROJECT, without any further NRD reimbursement or contribution.

The CITY shall publicly acknowledge the NRD’S contribution to the PROJECT on a permanent sign, plaque, or other fixture (containing at a minimum the NRD’S name and logo), to be maintained by the CITY for the life of the PROJECT.

9. ABANDONMENT OF THE PROJECT. In the event the CITY abandons the PROJECT prior to its completion, the NRD shall not be responsible for any costs, payments, or billings related to the PROJECT. If at the time of abandonment, the NRD has paid the CITY an installment of the NRD CONTRIBUTION or any other monies related to the PROJECT and the NRD CONTRIBUTION has not been spent by the CITY, the CITY shall return and refund any and all installment(s) or monies related to the PROJECT.

10. OPERATION AND MAINTENANCE OF THE PROJECT. After completion of PROJECT, the CITY or its contractors or partners, at their own and sole cost and expense, shall permanently operate, maintain, repair, replace, manage and

regulate the PROJECT during its useful life, as the CITY or its contractors or partners determine necessary, and in accordance with applicable and generally-accepted engineering practices, state and federal statutes and regulations.

11. RISK OF LOSS. The CITY shall have the insurable interest in, and shall bear the sole risk of loss of or damage to, the PROJECT and all PROJECT components, whether such loss or damage results from flood or other casualty whatsoever.

12. INDEMNIFICATION. The CITY shall indemnify and hold the NRD harmless from and against all liability and damages resulting from the PROJECT, including but not limited to the design, construction, operation, or maintenance of the PROJECT, and against all demands, causes of action, and claims arising therefrom including court costs and attorney fees, except as may be caused by the negligence or willful misconduct of the NRD.

13. NON-DISCRIMINATION. The parties hereto shall not, in the performance of THIS AGREEMENT, discriminate or permit discrimination by any of its contractors in violation of federal or state laws or local ordinances because of race, disability, color, sex, age, political or religious opinions, affiliations or national origin.

14. ENTIRE AGREEMENT. THIS AGREEMENT contains the entire agreement between the parties, and each party hereto agrees that neither the other party, nor any of the officers, agents, employees or contractors of the other party, have made any representations or promises with respect to the PROJECT not expressly contained herein.

15. NOTICES. All notices herein required shall be in writing and shall be served on the parties at their principal offices, or at such other address as either party may hereafter designate to the other party in writing for service of notice to itself. The mailing of a notice by certified or registered mail, return receipt requested, or delivery thereof by messenger, shall be sufficient service hereunder.

16. BINDING EFFECT. The provisions of THIS AGREEMENT shall inure to the benefit of, and shall be binding upon, the successors in interest and assigns of the respective parties hereto.

17. APPLICABLE LAW. Each party to THIS AGREEMENT shall follow all applicable federal and state statutes and regulations in carrying out the faithful performance of THIS AGREEMENT. Nebraska law will govern the terms and the performance under THIS AGREEMENT.

18. SEVERABILITY. In the event any portion of THIS AGREEMENT is held invalid or unenforceable for any reason, it is agreed that any such invalidity or unenforceability shall not affect the remainder of THIS AGREEMENT, the remaining provisions shall remain in full force and effect, and any court of competent jurisdiction may so modify any objectionable provision of THIS AGREEMENT so as to render it valid, reasonable and enforceable.

19. CAPTIONS. Captions used in THIS AGREEMENT are for convenience and not for use in the construction of THIS AGREEMENT.

20. Counterparts. THIS AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed THIS AGREEMENT, on the respective dates hereinafter indicated, pursuant to authorizing resolutions duly adopted at regularly-called meetings of their governing bodies.

[SIGNATURES ON FOLLOWING PAGE]

The CITY has executed THIS AGREEMENT on _____, 2025.

The CITY of BLAIR

By _____
MINDY RUMP, Mayor

Attest:

City Clerk
Approved as to Form:

City Attorney

The NRD has executed THIS AGREEMENT on _____, 2025.

**PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT**

By _____
JOHN WINKLER, General Manager