

To: Programs, Projects and Operations Subcommittee

From: Jim Becic

Date: 7 April, 2016

Re: Second Addendum to Interlocal Cooperation Act Agreement –
Bellevue Riverfront Development.

In fiscal year 2006, the City of Bellevue (City) and the Papio-Missouri River Natural Resources District (District) signed an Interlocal Cooperation Act Agreement for Riverfront Development. This Agreement provided that the District provide a 50% cost share with the City, not to exceed a District contribution of \$1,250,000.00, for assistance in their comprehensive planning, development, and restoration efforts along the Missouri Riverfront area.

This assistance, totaling \$1.25 million over a several year period, has resulted in significant changes and improvements to the Bellevue Riverfront which will allow the public to enjoy these enhancements for generations to come.

It should be noted that prior to this original agreement being formalized with the District, the City had already accomplished the removal of the Kramer Power Plant totaling 101 acres, of which 40 acres abut Fontenelle Forest property and developed a Land Use Plan for this site.

Subsequently, on 14 May, 2009 the District approved an Addendum to the Interlocal Cooperation Act Agreement that allowed the District to continue this partnership with the City by providing an additional one half million dollars (\$500,000.00) in a 50/50 cost-share arrangement. Specifically, the additional funds requested in that Addendum were utilized for earthwork, trail development, lake sealing, ADA accessible fishing pier/dock and other improvements identified in the original Agreement for the Bellevue Riverfront.

While many of the project improvements were delayed by the 2011 flooding, a significant amount of construction was completed and all of the District's additional (First Addendum) funds were utilized in June, 2014.

There remain a number of crucial projects yet to be completed on the Riverfront and the City of Bellevue is requesting that the District enter into a Second Addendum to the Interlocal Cooperation Act Agreement and commit to a two year 50/50 cost share funding, with a District's maximum amount of \$720,000 per year, totaling \$1,440,000, beginning in FY- 2017. If grant funding is approved by the Nebraska Game and Parks Commission and/or other funding sources anticipated in the fall of 2016, the District's portion of the project costs will be reduced by the amount of the grant(s).

Staff recommends that the Programs, Projects and Operations Subcommittee recommend to the Board, to approve the Second Addendum to the *Interlocal Cooperation Act Agreement between the City of Bellevue, Nebraska and Papio-Missouri River Natural Resources District for Bellevue Riverfront Development* and that the General Manager be authorized to execute said Second Addendum for an additional two year commitment of District funds, not to exceed 50% of project costs up to a maximum of \$720,000 per year (totaling \$1,440,000) beginning in fiscal year 2017, subject to changes deemed necessary by the General Manager and as approved by District legal counsel.

American Heroes Park

Bellevue Nebraska



American Heroes Park

Bellevue Nebraska



SECOND ADDENDUM
To
INTERLOCAL COOPERATION ACT AGREEMENT
Between
THE CITY OF BELLEVUE, NEBRASKA
And
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
For
BELLEVUE RIVERFRONT DEVELOPMENT

THIS SECOND ADDENDUM (hereinafter the “**SECOND ADDENDUM**”) amends and extends the Interlocal Cooperation Act agreement (hereinafter the “**AGREEMENT**”) entered into on February 28-29, 2005, by and between the **CITY OF BELLEVUE, NEBRASKA** (hereinafter “the **CITY**”) and the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** (hereinafter “the **NRD**”), and thereafter amended by the Parties in or around May 2009 by the **FIRST ADDENDUM** (hereinafter the “**FIRST ADDENDUM**”), pursuant to the authority provided in the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 – 13-827)

RECITALS:

WHEREAS, the **AGREEMENT** memorialized the financial assistance of the **NRD** to the **CITY** towards the establishment and implementation of a project (hereinafter referred to as the “**PROJECT**”) to improve the **CITY’S** Missouri River frontage;

WHEREAS, the **CITY** has requested additional financial assistance from the **NRD** in the form of a fifty percent (50%) cost share for additional components to be incorporated into the **COOPERATIVELY-FUNDED PORTIONS OF THE PROJECT**, with the **NRD** cost share not to exceed a total additional amount of \$1,440,000; and,

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

A. The following subparagraph shall be added immediately following subparagraph **5 (f)**:

g) The parties agree the following additional elements shall be part of the COOPERATIVELY-FUNDED PORTIONS OF THE PROJECT (the "ADDITIONAL ELEMENTS"). The ADDITIONAL ELEMENTS shall be part of the American Heroes Park, f/k/a Kramer Park, on the Bellevue Riverfront Development site. The ADDITIONAL ELEMENTS include:

- i)** Heroes Plaza Walkway;
- ii)** Great Lawn E & W Trail;
- iii)** Lake Trail Planting & Great Lawn;
- iv)** Roadway Parking & Walkways;
- v)** Limestone Edges;
- vi)** Loop Road;
- vii)** Loop Parking North and South;
- viii)** West Parking Lot and landscaping; and,
- ix)** Three Phase Power to the UNO research station .

B. Paragraphs 14 and 15 of the AGREEMENT, as amended by the FIRST ADDENDUM, are replaced in their entirety with the following:

14. NRD CONTRIBUTION. As the NRD's sole contribution to the CITY towards costs of the COOPERATIVELY-FUNDED PORTIONS OF THE PROJECT identified in Exhibit "B" and the ADDITIONAL ELEMENTS, or in a subsequent NRD-approved work plan (hereinafter referred to as "the **NRD CONTRIBUTION**"), the NRD shall pay to the CITY the lesser of:

- a)** Fifty percent (50%) of the costs incurred by the CITY for such COOPERATIVELY-FUNDED PORTIONS OF THE PROJECT, including the ADDITIONAL ELEMENTS, or
- b)** TWO MILLION SIX HUNDRED NINETY THOUSAND DOLLARS (\$2,690,000).

The CITY shall be solely responsible to pay all remaining PROJECT COSTS, and all remaining costs of COOPERATIVELY-FUNDED PORTIONS OF THE PROJECT, without NRD reimbursement.

15. PAYMENT OF NRD CONTRIBUTION. The NRD CONTRIBUTION shall be paid, in installments, without interest, as follows, to-wit:

a) For the NRD's **fiscal year 2005** (July 1, 2004-June 30, 2005), the amount of the NRD CONTRIBUTION shall be **\$250,000**, such sum to be due and payable by the NRD to the CITY on the later of the following dates:

i) **July 1, 2005**; or,

ii) 45 days after the CITY shall have submitted to the NRD paid invoices showing that the cumulative costs incurred by the CITY on NRD-approved work plans for COOPERATIVELY-FUNDED PORTIONS OF THE PROJECT have been at least **\$500,000**.

b) For the NRD's **fiscal year 2006** (July 1, 2005-June 30, 2006), the amount of the NRD CONTRIBUTION shall be **\$334,000**, such sum to be due and payable by the NRD to the CITY on the later of the following dates:

i) **July 1, 2006**; or,

ii) 45 days after the CITY shall have submitted to the NRD paid invoices showing that the cumulative costs incurred by the CITY on NRD-approved work plans for COOPERATIVELY-FUNDED PORTIONS OF THE PROJECT have been at least **\$1,168,000**.

c) For the NRD's **fiscal year 2007** (July 1, 2006-June 30, 2007), the amount of the NRD CONTRIBUTION shall be **\$333,000**, such sum to be due and payable by the NRD to the CITY on the later of the following dates:

i) **July 1, 2007**; or,

ii) 45 days after the CITY shall have submitted to the NRD paid invoices showing that the cumulative costs incurred by the CITY on NRD-approved work plans for COOPERATIVELY-FUNDED PORTIONS OF THE PROJECT have been at least **\$1,834,000**.

d) For the NRD's **fiscal year 2008** (July 1, 2007-June 30, 2008), the amount of the NRD CONTRIBUTION shall be **\$333,000**, such sum to be due and payable by the NRD to the CITY on the later of the following dates:

i) **July 1, 2008**; or,

ii) 45 days after the CITY shall have submitted to the NRD paid invoices showing that the cumulative costs incurred by the CITY on NRD-approved work plans for COOPERATIVELY-FUNDED PORTIONS OF THE PROJECT have been at least **\$2,500,000**.

e) For the NRD's **fiscal year 2010** (July 1, 2009-June 30, 2010), the amount of the NRD CONTRIBUTION shall be **\$500,000**, such sum to be due and payable by the NRD to the CITY on the later of the following dates:

i) **July 1, 2009**; or,

ii) 45 days after the CITY shall have submitted to the NRD paid invoices showing that the cumulative costs incurred by the CITY on NRD-approved work plans for COOPERATIVELY-FUNDED PORTIONS OF THE PROJECT have been at least **\$3,500,000**.

f) For the NRD's **fiscal year 2017** (July 1, 2016-June 30, 2017), the amount of the NRD CONTRIBUTION shall be **\$720,000**, such sum to be due and payable by the NRD to the CITY on the later of the following dates:

i) **July 1, 2016**; or,

ii) 45 days after the CITY shall have submitted to the NRD paid invoices showing that the cumulative costs incurred by the CITY on NRD-approved work plans for ADDITIONAL ELEMENTS have been at least **\$1,440,000**.

g) For the NRD's **fiscal year 2018** (July 1, 2017-June 30, 2018), the amount of the NRD CONTRIBUTION shall be \$720,000, such sum to be due and payable by the NRD to the CITY on the later of the following dates:

i) **July 1, 2017**; or,

ii) 45 days after the CITY shall have submitted to the NRD paid invoices showing that the cumulative costs incurred by the CITY on NRD-approved work plans for ADDITIONAL ELEMENTS have been at least **\$2,880,000**.

iii) 45 days after the Engineers shall have certified to the NRD in writing that the PROJECT is complete.

The unpaid portion of any fiscal year's NRD CONTRIBUTION shall carry-over to succeeding fiscal years.

h) In the event, the CITY and/or NRD receives additional funding from whatever source, including but not limited to grant(s) from the Nebraska Game and Parks Commission or any other monetary contribution from any third party for the COOPERATIVELY-FUNDED PORTIONS OF THE PROJECT and/or the ADDITIONAL ELEMENTS, in part or in whole, the NRD CONTRIBUTION shall be reduced by the amount of that additional funding, whatever the source. The CITY, in good faith and with reasonable effort, shall continue to seek said additional grants and other monetary contributions, including but not limited to funding from the Nebraska Game and Parks Commission's Land and Water Conservation Fund and/or its Recreational Trails Program, and the Bellevue Community Foundation.

B. As so amended by this SECOND ADDENDUM, THE AGREEMENT is ratified and confirmed by the parties hereto in all respects.

C. THIS ADDENDUM shall be in force and effect from and after its execution by the parties hereto.

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

The CITY executed THIS ADDENDUM on _____, 2016.

THE CITY OF BELLEVUE, NEBRASKA

By _____
RITA SANDERS, Mayor

Attest:

City Clerk

The NRD executed THIS ADDENDUM on _____, 2016.

**PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT**

By _____
JOHN WINKLER, General Manager