

Agenda Item: 9.B.

Memo to: Programs, Projects and Operations Subcommittee

Subject: Urban Drainageway Program – City of Omaha - Rockbrook Creek Project

Date: February 23, 2012

From: Gerry Bowen

In April, 2011, the Board approved an Urban Drainageway Program application from the City of Omaha on the Rockbrook Creek Tributary Rehabilitation Project. This project involves replacing a concrete channel liner on a tributary to Rockbrook Creek with a more natural channel cross section. The total estimated cost of the project is \$1,188,800. The project qualified under Level 2 of the UDP guidelines at a cost share rate of 60%, making the total cost share \$713,280.

The City further asked that the District's cost share be paid over a three year period. This amounts to \$237,760 each fiscal year. The attached interlocal agreement formalizes the District's agreement with the City. The City is responsible for obtaining all easement and rights-of-way, engineering services, and construction of the project. The City is currently designing the project and acquiring right-of-way. Construction is scheduled to begin this summer. Upon completion, the City will be responsible for all operation and maintenance.

It is proposed that District pay the City \$237,760 on May 1, 2012, \$237,760 on May 1, 2013, and \$237,760 on May 1, 2014. The total amount of the District's share will not exceed \$713,280. In the event that the actual costs result in a cost share of less than \$713,280, the final payment in 2014 will be adjusted so that the total cost share will not exceed 60% of eligible costs. The current installment is included in the FY 12 Budget.

- **It is recommended that the Subcommittee recommend to the Board that the interlocal agreement with the City of Omaha for the Rockbrook Creek Tributary Rehabilitation Project be approved in an amount not to exceed \$713,280.00, subject to minor changes deemed necessary by the General Manager, and accepted as to form by District Legal Counsel.**

Interlocal Agreement

Papio-Missouri River Natural Resources District

and

The City of Omaha, Nebraska

ROCKBROOK TRIBUTARY REHABILITATION PROJECT

THIS INTERLOCAL AGREEMENT is made and entered into by and among the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, a political subdivision of the State of Nebraska (hereinafter referred to as the "NRD"), and the CITY OF OMAHA, NEBRASKA, a political subdivision of the State of Nebraska (hereinafter referred to as the "CITY").

RECITALS:

WHEREAS, the CITY desires to conduct a project to rehabilitate a tributary to Rockbrook Creek (hereinafter the PROJECT), and

WHEREAS, the NRD administers the Urban Drainageway Program, a program which provides 60% cost sharing to local units of government for the installation of improvements to urban stream channels, and,

WHEREAS, the CITY desires to construct the PROJECT during one construction season, and

WHEREAS, the NRD desires to reimburse the cost share to the CITY over a period of three years.

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

A. CITY RESPONSIBILITIES

1. The CITY shall acquire all easements and rights-of-way necessary for the PROJECT in the name of the CITY.
2. The CITY shall retain such consultants, at their own discretion and expense, as may be needed to engineer the PROJECT.
3. The CITY shall obtain the approval of all plans and specifications from the NRD prior to advertising for construction bids on the PROJECT.
4. The CITY shall retain such contractors, at their own discretion and expense, necessary to construct the project.
5. Upon completion, the CITY shall operate and maintain the PROJECT in perpetuity according to accepted engineering standards at no cost the NRD.
6. The CITY shall indemnify and hold the NRD harmless from and against all liability and damages resulting from the design, construction, operation, or maintenance of the PROJECT, and against all demands, causes of action, and claims arising therefrom, except as may be caused by negligence of the NRD, its agents, representatives, or employees.
7. The Sponsor shall publicly acknowledge the District's contribution to the Project on a permanent sign, plaque or other fixture (containing the District's logo), to be maintained by the Sponsor for

the life of the project specified above. Such acknowledgement shall also be contained on all temporary construction signs and in all media publicity about the Project.

B. NRD RESPONSIBILITIES

1. The NRD shall reimburse the CITY 60% of the total estimated cost not to exceed \$713,280.00 according to the following schedule; \$237,760.00 on May 1, 2012, \$237,760.00 on May 1, 2013, and \$237,760.00 on May 1, 2014. In the event that the total cost share is less than \$713,280.00, the final payment on May 1, 2014 shall be adjusted to the corrected amount.
2. The NRD shall review and approve all plans and specifications in a timely manner.

C. DURATION

1. This agreement shall have permanent duration, commencing upon the occurrence of the signatures of both parties being affixed hereto.

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

Executed by THE CITY OF OMAHA, NEBRASKA, this ____ day of _____, 2012.

THE CITY OF OMAHA, NEBRASKA

By _____
Mayor

Attest:

City Clerk

Executed by the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT this ____ day of _____, 2012.

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

By _____
General Manager

Attest:

By _____

Title



N



Rockbrook Creek Project



Printed: Mar 31, 2011

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