

## Memorandum

To: Programs, Projects and Operations Subcommittee

Subject: Cole Creek Demonstration Project

Date: January 30, 2009

From: Gerry Bowen

In April, 2008, the District approved an Urban Drainageway Program application for cost share assistance from the City of Omaha on the Cole Creek Stormwater Demonstration Project. The project will improve the reach of Cole Creek between Sorensen Parkway and Hartman Street using predominantly “greener” stormwater management solutions including rain gardens, vegetated swales, increased buffers, and bio-retention cells. The total amount approved for the project was \$851,800.

The City is responsible for all installing the project and to provide all future operation and maintenance of the measures installed.

The attached interlocal agreement allows the District to provide these cost share funds over a period of two fiscal years. The FY 2009 budget includes \$200,000 for this project. It is proposed that the remaining \$651,800 be paid in FY 2010. The proposed payment dates are April 1, 2009 and April 1, 2010.

- **Management recommends that the Subcommittee recommend to the Board that the Interlocal Agreement with the City of Omaha for the Cole Creek Stormwater Demonstration Project be approved, subject to 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

Cole Creek Demonstration 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 install stream stabilizations measures in as stretch of Cole Creek that runs from Sorensen Parkway to Hartman Avenue (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 CITY over a period of two 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.

**B. NRD RESPONSIBILITIES**

1. The NRD shall reimburse the CITY 60% of the total estimated cost not to exceed \$851,800 according to the following schedule; \$200,000 on April 1, 2009, and \$651,800 on April 1, 2010. In the event that the total cost share is less than \$851,800, the final payment on April 1, 2010 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 \_\_\_\_\_, 2009.

THE CITY OF OMAHA, NEBRASKA

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

Attest:

\_\_\_\_\_  
City Clerk

Executed by the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT this  
\_\_\_\_\_ day of \_\_\_\_\_, 2009.

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

By \_\_\_\_\_  
General Manager

Attest:

By \_\_\_\_\_

\_\_\_\_\_ Title