

**MEMORANDUM**

**To:** Programs, Projects and Operations Subcommittee

**Re:** Amendment to Interlocal Cooperation Act Agreement – Bellevue Riverfront Development

**Date:** 30 April, 2009

**From:** Jim Becic

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 grant \$1.25 million in 50/50 cost-share funding to the City for assistance in their comprehensive planning, development and restoration efforts along the Missouri Riverfront area.

This assistance, 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.

Prior to this 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 Nature Association property) and developed a Land Use Plan for this site.

The attached Amendment to the Interlocal Cooperation Act Agreement has been drafted to allow the District to continue this partnership with the City for another year by providing an additional one half million dollars (\$500,000.00) in 50/50 cost-share funds over the next fiscal (FY- 2010) year. Specifically, the additional funds requested for Kramer Lake (See attached 1 April, 2009 memo) will be utilized for earthwork, trail development, lake sealing, ADA accessible fishing pier/dock and other improvements identified in the original Agreement for the Bellevue Riverfront.

**Therefore, it is managements recommendation that the Programs, Projects and Operations Subcommittee recommend to the Board, that the General Manager be authorized to execute the proposed First Addendum to the Interlocal Cooperation Act Agreement between the City of Bellevue, Nebraska and Papio-Missouri River Natural Resources District for Bellevue Riverfront Development providing for contribution by the District of an additional \$500,000 in cost share funds towards such project, thereby increasing the District's total contribution to \$1,750,000.**



# CITY OF BELLEVUE

210 West Mission Avenue  
Bellevue, Nebraska 68005-5237  
402-293-3000  
www.bellevue.net

Wednesday, April 01, 2009

## MEMO

MAYOR  
Ed Babbitt

CITY  
ADMINISTRATOR  
Gary Troutman

**TO:** Jim Becic  
**FROM:** Phil Davidson, Special Projects  
**SUBJECT:** Kramer Park request

### CITY COUNCIL

Ward 1  
Scott Houghtaling

Ward 2  
Kathy Saniuk

Ward 3  
Dave Sanborn

Ward 4  
Steve Knutson

Ward 5  
Gary Mixan

Member at Large  
Carol Blood

The City of Bellevue is requesting \$495,000 from the Papio- Missouri NRD to help finish phase one of our Kramer Park Project. With the help of the NRD the City of Bellevue has been able to transform this abandoned power plant site into the start of a scenic riverfront regional park that will be able to be enjoyed for generations to come.

The grading is complete, the grass is starting to turn green and more and more people are using the trail as the weather warms up. Bellevue Junior Sports Association has partnered with the City to help build two first class football fields that will be available to play on in the fall. The transformation of this area over the last year has been amazing.

One key component of this park is an approximately 8 ½ acre lake that has already been dug out and shaped. I have attached a picture of what the lake will look like and this is the breakdown of the cost for each segment:

**Earthwork-** \$130,000 This is the work that is going to have to be done to dig the lake down two feet, install the Auquaseal/bentonite liner and then replace the dirt over the liner. This is to maintain a minimum 10ft depth that is required for a sustainable ecosystem. Cetco Lining Technologies Group helped us with this estimated cost.

**Aquaseal (Material and Labor) -** \$210,000 This is the material including labor costs that will line the lake. The City of Bellevue under the guidance of the NRD has met with a number of different experts in the field and they agreed that this was the best choice of liner for the soil and conditions at the park. This cost estimate comes from Cetco as well and they are available for installation this year.

**Trail -** \$90,000 The trail shown around the lake will be approximately 2700 feet long and 8 feet wide. It will have an access point close to the parking lot for the football fields. A portion of the trail will be built to a thickness that will support vehicles from the Games and Parks Department to access the lake to stock fish. They have agreed to stock and maintain the lake with a variety of fish including Bass, Blue Gill and Rainbow Trout.



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MAYOR  
Ed Babbitt

**Dock - \$65,000** – The dock will have a 80ft by 8ft walkway that leads to a 40ft by 15ft covered platform. The pier will be ADA compliant and includes handicap access for fishing. The cost is approximately \$52.00 a square foot for materials and labor.

CITY ADMINISTRATOR  
Gary Troutman

The City of Bellevue is looking to provide lighting to the trail and we are looking at a few grants for some kind of water and light feature like they have downtown at Con Agra and adding aquatic habitat/wetlands to a portion of the lake that will add to the beauty of the area. Any of these features and the dock will have to be put in place before the Aquaseal material is put in place.

CITY COUNCIL

Ward 1  
Scott Houghtaling

Thank you for considering our request for funding. Please let me know if you have any questions or if you need any more information.

Ward 2  
Kathy Sanluk

Ward 3  
Dave Sanborn

Ward 4  
Steve Knutson

Ward 5  
Gary Mixan

Member at Large  
Carol Blood



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

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**THIS FIRST ADDENDUM** (hereinafter "**THIS 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**"), pursuant to the authority provided in the Nebraska Interlocal Cooperation Act (§§13-801, R.R.S., 1997, et seq.)

**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; and,

**WHEREAS**, the **CITY** has requested additional financial assistance in the amount of \$500,000 from the **NRD** for the design and development of Kramer Park Lake as one of the **COOPERATIVELY-FUNDED PORTIONS OF THE PROJECT**.

**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.** Paragraphs 14 and 15 of the **AGREEMENT** should be amended as follows:

**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" 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, after the deduction of grants or contributions by third parties towards such costs, or

**b)** ONE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$1,750,000).

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**; or,

**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.

**B.** As so amended by THIS 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 \_\_\_\_\_, 2009.

**THE CITY OF BELLEVUE, NEBRASKA**

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

**Attest:**

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

The NRD executed THIS ADDENDUM on \_\_\_\_\_, 2009.

**PAPIO-MISSOURI RIVER NATURAL  
RESOURCES DISTRICT**

By \_\_\_\_\_  
**JOHN WINKLER, General Manager**