

INTERLOCAL AGREEMENT FOR INFRASTRUCTURE REHABILITATION AND
TRANSFER OF OWNERSHIP
BY AND AMONG
HALL COUNTY AIRPORT AUTHORITY,
COUNTY OF HALL,
AND
CITY OF GRAND ISLAND

THIS AGREEMENT, made and entered into this 16th day of ~~July~~ ^{September}, 2021 by and among Hall County Airport Authority, a body corporate and politic, constituting a public corporation and an agency of the County of Hall, hereinafter referred to as "Authority," County of Hall, a body politic and corporate and a political subdivision of the State of Nebraska, hereinafter referred to as "County", and City of Grand Island, a body corporate and politic and a political subdivision of the State of Nebraska, hereinafter referred to as "City;" WITNESSETH:

WHEREAS, Authority operates and maintains approximately 15,000 linear feet of 8-inch gravity sanitary sewer infrastructure, two pump stations, 5,800 linear feet of 6-inch Asbestos-Cement force main, 4,100 linear feet of 8-inch cast iron force main and approximately 64 manholes, hereinafter referred to as the "existing system"; and

WHEREAS, the existing system is owned by County and is located generally on land owned by County and under the jurisdiction and control of Authority; and

WHEREAS, the majority of existing system has been televised by City's collection crew in fall of 2015; using the Cues pipe rating system City has converted this to a grade that shows the majority of existing system is in poor or failing condition; and

WHEREAS, Authority and County wish to discontinue ownership and maintenance of the existing system; and

WHEREAS, City currently owns and maintains approximately 220 miles of gravity sewer, 9 miles of force main, 14 active lift stations, and a 13 million gallon per day secondary treatment wastewater treatment plant and is willing to assume ownership and responsibility for a new system

of sanitary sewer mains, force mains, and lift stations located within in the boundaries as depicted in Exhibit A, attached hereto and hereinafter referred to as the Airport; and

WHEREAS, sanitary sewer projects that qualify as a Clean Water State Revolving Fund (CWSRF) project meet the eligible program requirements for use of American Rescue Plan Act/State and Local Fiscal Recovery Funds; and

WHEREAS, the Nebraska Department of Energy and Environment previously determined that a project qualifies for CWSRF funding; and

WHEREAS, by this Agreement, County, City, and Authority desire to provide for construction and financing of a replacement sanitary sewer system which shall, upon completion, be thereafter owned and operated by City.

NOW, THEREFORE, the parties hereto covenant and agree as follows:

1. Definitions.

- A. Project means a sanitary sewer collection system of sewer mains, lift stations, force mains, and appurtenances, excluding service connection laterals, within the Project Area, as more specifically described in Exhibit A attached hereto.
- B. Existing Sewer means the existing sanitary sewer collection system located within the Project Area.
- C. Project Area means that area within the boundaries depicted in Exhibit B attached hereto.
- D. Project Administration shall mean the design, bid solicitation, contract award, construction supervision and inspection, and audit and payment of contractor claim in relation to the Project.

2. Commencement. This agreement shall commence on the date last executed by the parties.

3. City Responsibilities. City shall:

- A. Provide Project Administration. Provided, however, a contract award for Project construction shall require concurrence and consent of County and Authority.
- B. Comply with applicable federal contract procurement standards with respect to the Project.
- C. Maintain Project records as required by the U.S. Department of Treasury Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds and provide copies of such reports to County.
- D. If the Project costs are anticipated to exceed \$10 million, provide certification of compliance with prevailing wage requirements of the Davis-Bacon Act, subchapter IV of chapter 31 of title 40, United States Code.
- E. Maintain Federal Civil Rights compliance relating to nondiscrimination and nondiscriminatory use of federal funds as required by U.S. Department of Treasury Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds.
- F. Submit to Authority and County periodic written summaries concerning the Project.
- G. Issue periodic requests for payment to County and Authority.
- H. Administer the Project in the best interest of all parties hereto and to consult with, and keep advised, officials of County and Authority regarding the progress of the work and any problems encountered or changes recommended.
- I. City will endeavor to complete the construction of the Project by December 1, 2023.
- J. Disconnect sewer connections to the Existing Sewer and provide replacement sewer main service connections for existing sewer services.
- K. Initiate at the time of connection monthly sewer billing of Authority and individual businesses. Billing is subject to city sewer rates, and any applicable industrial surcharge fees.
- L. Industrial Pre-Treatment Permits shall be required for the following business site connections:
 - i. BlueKnight Energy Partners at 4112 N. Academy Road.
 - ii. Gro-Rite Premixers at 1925 E Gulf Stream Drive.
- M. Accept ownership and maintenance responsibility for newly constructed sanitary sewer collection system, including all public gravity mains, force mains, and lift

station subject to city rate schedules generally applicable throughout the City. City shall not be responsible for replacing, owning, or maintaining any lateral sewer lines that are connected from any building to the public main.

4. County Responsibilities. County shall:
 - A. Within 45 days following receipt of Project invoices from City, reimburse City for 50% of all Project costs less 50% of Project costs paid by Authority to City as provided by section 5.B., below.
 - B. Together with Authority, grant to City all necessary temporary construction easements and permanent utility easements.
 - C. Designate a point of contact for Project communications between and among the parties hereto.
5. Authority Responsibilities. Authority shall
 - A. Together with County, grant to City all necessary temporary construction easements and permanent utility easements.
 - B. Be responsible for payment of Project costs and expenses in the amount of \$500,000.00 to be paid to City as follows: \$250,000.00 within 30 days following City's approval of the project construction contract and \$250,000.00 within 30 days following substantial completion of the project.
 - C. Designate a point of contact for Project communications between and among the parties hereto.
 - D. Grant to City a right of ingress and egress in order to replace, rehabilitate and/or improve the existing sanitary sewer upon secure Authority private property.
 - E. Any existing, repaired, or replaced sewer within secure Authority property areas (inside restricted fences) shall remain private, and will not be City's responsibility to own, operate, or maintain.
 - F. Until construction project substantial completion is reached, maintain ownership and maintenance of all existing sewer lines and associated infrastructure.
 - G. Provide for the review of the plans and specifications developed for the project including providing the required information for construction activity within the

Authority secure area and provide to City a copy of the Authority's Administration Building.

- H. Provide the necessary procedures and points of contact for completing construction within the Authority secure area.
 - I. Provide Construction access and activities within the secure portion of the Authority property subject to FAA and Authority's safety and security guidelines.
 - J. Attend construction project meetings.
 - K. Remain liable for all abandoned in place sewer lines and infrastructure located within the Project Area.
 - L. Be responsible for and pay all costs associated with the remediation of any contaminated soil encountered within the Project Area.
 - M. Operate and maintain private sanitary sewer laterals.
 - N. Be responsible for providing new service line extensions and or service taps to County or Authority buildings or parcels located within the Project Area.
 - O. Comply with and require all existing and future Authority tenants to comply with City of Grand Island city codes, ordinances, and regulations pertaining to wastewater and wastewater discharge.
6. Laterals and Abandoned Sewer Infrastructure. Authority and County shall retain ownership of and responsibility for:
- A. Sewer facilities not located within a utility easement granted to City.
 - B. Abandoned in place infrastructure including the force main, gravity sewer lines, and lift stations that are properly abandoned in place within the Project Area.
7. Metered Water Service. No building or structure shall be permitted to connect to or discharge into the newly constructed sanitary sewer system unless water usage at the location is measured by volume by means of a water meter or other approved measuring operation approved by City.
8. Implementation. Upon execution of this agreement, the parties shall take such actions as necessary to implement this agreement within a reasonable time thereafter.

9. Modification. This agreement may be modified only by written agreement of the parties.
10. Termination. This agreement may be immediately terminated by either party upon a material default by the other which remains uncured within 90 days of notice.
11. Property. Unless specifically set forth elsewhere in this agreement, any property acquired or made available by any party for the purposes of this agreement become incorporated into and be a part of the Project which upon completion shall become the property and responsibility of City.
12. No Separate Entity. There shall be no separate legal entity created through this Interlocal cooperation agreement. Said agreement shall be jointly administered by the Authority acting through its Executive Director and the Grand Island City Council acting through its City Administrator.
13. Assistance. Pursuant to the Interlocal Cooperation Act, any party to this agreement may appropriate funds and may sell, lease, give, or otherwise provide assistance, including personnel and services, as may be within the party's legal power to furnish.
14. Funding. This agreement shall be financed by funds available to the parties hereto as more specifically set forth above.

Date: September 16, 2021

CITY OF GRAND ISLAND

By: Roger G. Steele
Roger G. Steele, Mayor

Attest: RaNae Edwards
RaNae Edwards, City Clerk

Date: AUGUST 18, 2021

HALL COUNTY AIRPORT AUTHORITY

By: 
Vice-Chair

Attest: 

Date: Sept 14, 2021

COUNTY OF HALL

By: 
Pamela Lancaster, Chairperson
Hall County Board of Commissioners

Attest: 
Marla Conley, County Clerk

Exhibit A

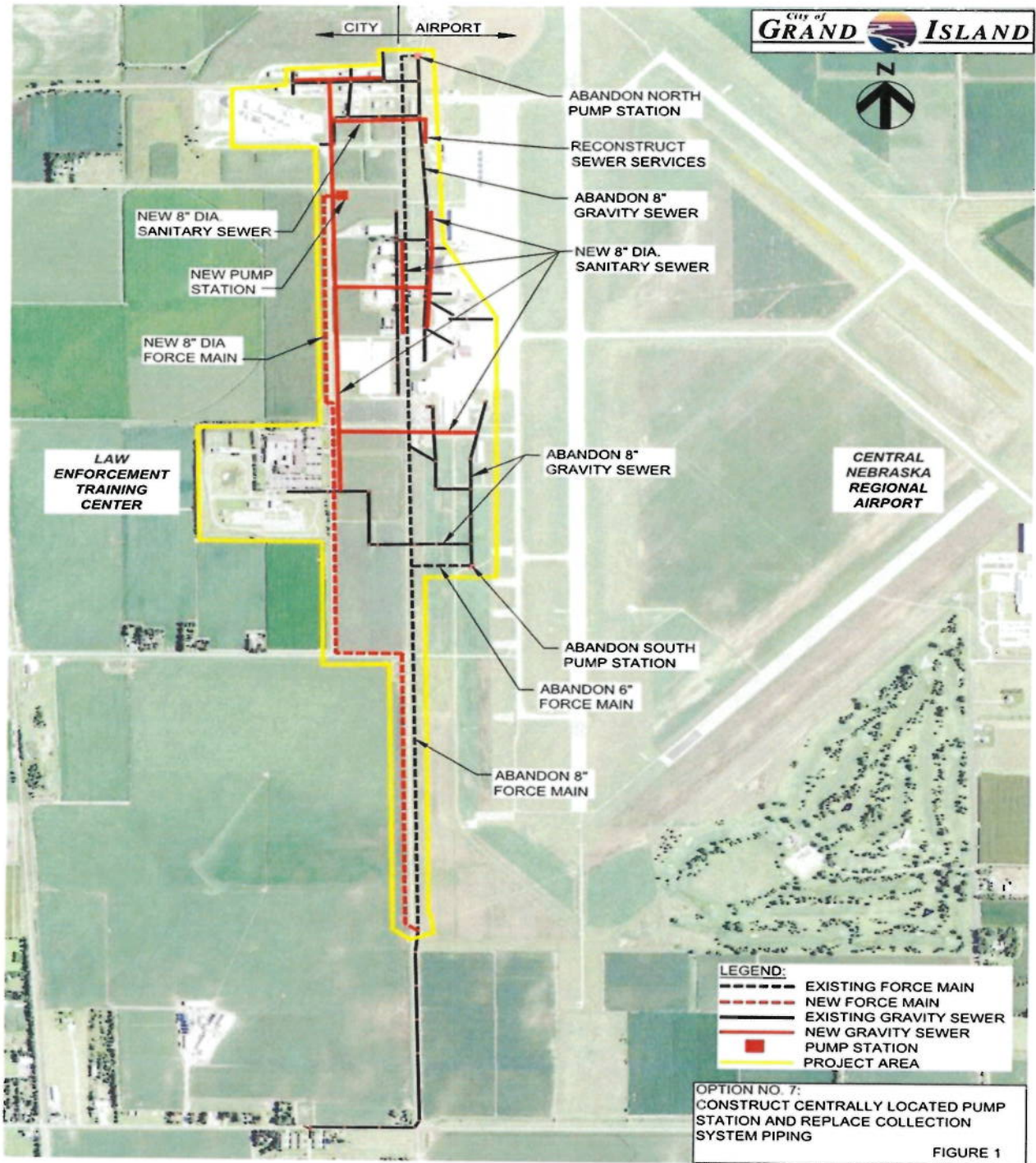


Exhibit B

The two existing pump stations would be removed from service and abandoned and replaced by a new pump station utilizing a single wet well with submersible pumps. The pump station controls will be installed in a small building located on-site. The pump station would have controls and SCADA to allow remote monitoring and control by City personnel.

The new gravity sewers will be constructed to City wastewater collection design standards utilizing City standard plans and specifications. The mains and collection pipe will be PVC installed to the depth necessary to provide service and will be installed to meet Ten State Standards. The routing of the new gravity sewer will be designed in consultation with Authority and be dependent on the location of existing utilities, structures, and infrastructure.

The new force main will be constructed utilizing PVC or HDPE with fused joints. The pipe will be installed with a minimum 5 feet of cover. Air release valves will be installed if necessary.

Areas requiring excavation will be dewatered as necessary for the installation of the gravity sewers, pump station, and force main.

All existing gravity sewer laterals, mains, pump station wells, and force mains will be abandoned in place.

Detailed engineering and construction plans, drawings, specification, change orders, and other related documents shall be made available upon request to County and Authority.

Record drawings will be provided to the Authority at the completion of the project that document the infrastructure abandonment for future reference.