

Item #12

Joint Advisory Meeting  
May 2, 2017

Present: Committee Members: Verl Schoenrock, James Schroeder, Lawrence Junker, Rich DeBoer, Dean Lovgren, Craig Shumard,

Others: Mike Onnen, Ed Fleharty, Joe Hergott, Jay Meyer, James Cunningham, Dave Bedlan, Jerry Dux, Kevin Orvis, Bruce Dux, Paula Schultz

### **1. Water User Agreement with Fairbury**

Olsson Associates have indicated any comments on providing additional water to the Project with the Cities current capabilities will be available mid June to July. **Committee made the motion that passed unanimously** to ask staff to send a request to the Power Board encouraging them to do what they can to increase the Cities water production capabilities prior to submission of report from Olsson. They also indicated to include for consideration of re-negotiating the current contract for up to 300 gpm total; 432,000 daily. They also wanted to stress the economic impact to Fairbury's trade area of the Project's consumers and the following quote from City Ordinance 3031; The Utility shall endeavor to provide a dependable supply of potable water from available sources, in quantities and pressures adequate to meet the reasonable anticipated and projected needs of its customers.

Advance notice of meeting date with the power board was requested from committee, giving them time to adjust their schedules to attend.

### **2. Route 4**

Ed Fleharty asked if the committee would be interested in asking the City to Annex 30 units which are served with water pressure directly from the Cities' tower, giving potential to add other connections to the Project. No recommendation to pursue that came from the committee.

### **3. Water Rates**

Joe Hergott asked if the committee would be interested in raising the cost of water for uses above 10,000 gallons, as a means to limit use. His general suggestion was by \$1.00 per thousand; from \$2.50 to \$3.50 for the south, \$2.00 to \$3.00 for the north. Uses for the Rural Water Project are categorized as residential, livestock, and both. It was noted it would be difficult to limit use for just livestock. Ed Fleharty suggested that another rate could be included, for residential uses only. The committee wished to see what actions transpire from Olsson's recommendations, as a rate increase might be needed for capital improvements. **Committee made the motion that passed unanimously** to delay further discussion on this until then, as each committee will need to look at their individual budget and rates.

# **INTERLOCAL COOPERATIVE AGREEMENT**

## **FOR INSTALLATION AND OPERATION OF STREAM GAGE**

### **BETWEEN THE CITY OF HEBRON, THAYER COUNTY JEFFERSON COUNTY AND THE LITTLE BLUE NATURAL RESOURCES DISTRICT**

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THIS AGREEMENT is made and entered into by and between the City of Hebron, Nebraska; Thayer County, Nebraska; Jefferson County, Nebraska, and the Little Blue Natural Resources District, hereinafter called LBNRD, all of which are political subdivisions of the State of Nebraska and collectively herein referred to as LOCAL PARTIES.

1. The LOCAL PARTIES hereby enter into this agreement pursuant to the authority conferred upon each under the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §13-1801 through §13-827 and pursuant to action by the governing bodies of each party.
2. The PROJECT involves the purchase of gaging equipment, and the installation, operation and maintenance of a Stream Gage on the Little Blue River north and west of Deshler, Nebraska. The PROJECT is a cooperative effort with the US Geological Survey (USGS).
3. The PROJECT location is at the Little Blue River Bridge on Road 4900, between Sections 24, Township Three (3) North, Range Five (5) West, Nuckolls County, and Section 19, Township Three (3) North, Range Four (4) West, Thayer County, Nebraska. The approximate GPS coordinates for the PROJECT are: 40° 12' 53.98" N & 97° 47' 14.40" W.
4. The LBNRD will serve as the primary contact for the LOCAL PARTIES relevant to the PROJECT.
5. This Agreement describes the understanding of the LOCAL PARTIES in sharing the costs of purchase, installation and operation and maintenance of the stream gage referred to as the PROJECT.
6. The estimated total cost for installation of the Project is \$13,500. The US Geological Survey (USGS) has committed \$4,500 of the initial cost. The PARTIES to this agreement hereby commit to the following division of PROJECT costs:
  - a. LBNRD – \$4,500
  - b. CITY OF HEBRON – \$1,500
  - c. JEFFERSON COUNTY – \$1,500
  - d. THAYER COUNTY – \$1,500

7. Because the first year of operation will be a partial year, based on the Federal budget year, the first year's incremental cost for operation and maintenance of the PROJECT shall be as follows:
  - a. LBNRD – \$2,220
  - b. CITY OF HEBRON – \$740
  - c. JEFFERSON COUNTY – \$740
  - d. THAYER COUNTY – \$740
8. The successive year's cost for operation and maintenance of the PROJECT shall be determined by the USGS based on their stream gage program costs. For Federal Water Year 2018, those costs totaled \$15,040. The USGS will provide 35% of the then current Water Year operation and maintenance costs annually. The remaining share of the costs for operation and maintenance will be the "local costs" which shall be split between the LOCAL PARTIES based on the follows percentages:
  - a. LBNRD – 50%
  - b. CITY OF HEBRON – 16.67%
  - c. JEFFERSON COUNTY – 16.67%
  - d. THAYER COUNTY – 16.67%
9. The LBNRD shall pay all invoices submitted to it by the USGS and invoice the CITY and COUNTIES for the respective shares as stated above. Invoices shall be submitted upon completion of the Water Year which ends each year on September 30<sup>th</sup>.
10. The CITY and COUNTIES shall make payments to the LBNRD within thirty (30) days of invoice.
11. During the course of this PROJECT, all field and analytical work pertaining to the PROJECT shall be open to the inspection of any parties to the agreement, and if the work is not being carried on in a mutually satisfactory manner, the parties may terminate this agreement as specified herein.
12. This Agreement is intended to be a long-term agreement to help maintain a continuous historical record of stream flow gaging information. However, any party desiring to withdraw from the agreement may do so by providing ninety (90) days' written notice to all other LOCAL PARTIES and by the mutual written agreement of all LOCAL PARTIES. In the event of an early agreement termination, the USGS will retain ownership in any and all equipment installed during the active service of the gage.
13. No party hereto may assign its responsibilities outlined in this Agreement without the written consent of all LOCAL PARTIES.
14. IN WITNESS WHEREOF, the LOCAL PARTIES have signed and executed this agreement on the dates shown next to their respective signatures as follows:

**CITY OF HEBRON**

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_  
City Clerk

**JEFFERSON COUNTY**

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_  
County Clerk

**THAYER COUNTY**

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_  
County Clerk

**LITTLE BLUE NATURAL RESOURCES DISTRICT**

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_  
Secretary

## **INSTALLATION & OPERATIONAL COSTS OF STREAM GAGE ON LITTLE BLUE RIVER AT THAYER/NUCKOLLS COUNTY LINE**

### **INITIAL GAGE COST AND INSTALLATION**

Costs include: Gage shelter, gaging equipment: Satlink3 DCP, Accububble Pressure System, dessicant kit, GPS, radar stage sensor, antenna, solar panel & regulator, battery, bubble line, miscellaneous. The share costs are listed below:

USGS	= \$ 4,500
Little Blue NRD	= \$ 4,500
City of Hebron	= \$ 1,500
Jefferson County	= \$ 1,500
Thayer County	= \$ 1,500
<b><u>Total Cost of Gage</u></b>	<b>= \$13,500</b>

### **ANNUAL OPERATION & MAINTENANCE COSTS - Water Year 2017 (Partial year, May 1- Sept. 30, 2017)**

Annual maintenance includes: personnel, vehicle, travel expense, personal gear, measuring equipment, safety equipment, gage operation; discharge and stage records workup, record archival, real-time web display of current and historical data.

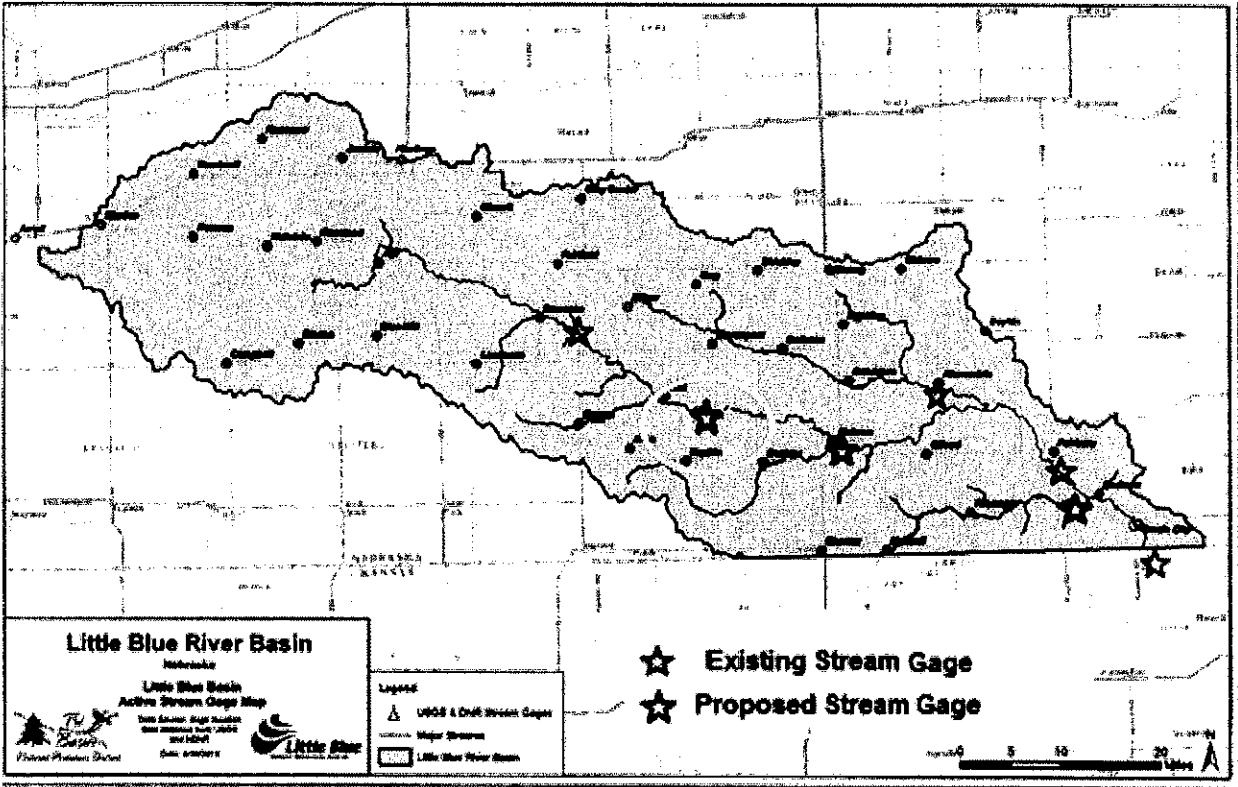
USGS	= \$ 2,380
Little Blue NRD	= \$ 2,220
City of Hebron	= \$ 740
Jefferson County	= \$ 740
Thayer County	= \$ 740
<b><u>Partial Year Operational Total Costs</u></b>	<b>= \$ 6,820</b>

### **ONGOING ANNUAL OPERATIONAL COSTS - Water Year 2018 (May 1- Sept. 30, 2018)**

Ongoing costs include those items listed above and may be adjusted annually to reflect the actual costs of operation and maintenance. The amounts below reflect current costs for Water Year 2018.

USGS	= \$ 5,260
Little Blue NRD	= \$ 4,890
City of Hebron	= \$1,630
Jefferson County	= \$1,630
Thayer County	= \$1,630
<b><u>Annual Operational Costs</u></b>	<b>= \$15,040</b>

# LOCATIONS OF EXISTING AND PROPOSED RIVER GAGES ON LITTLE BLUE RIVER – SUBJECT GAGE CIRCLED



**BACK TO AGENDA**