

12/000970

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION APPROVING INTERLOCAL AGREEMENT FOR MISSOURI RIVER
FLOODWAY PURCHASE PROGRAM

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the county necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the presence of residential structures in flood-prone areas increases the potential for loss of life, both public and private property damage, and increased cost to taxpayers and public agencies; and,

WHEREAS, an agreement has been proposed pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 to 827 (Reissue 2007) for the buyout of affected structures near the Missouri River adjacent to Levee Unit R-613 and R-616.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the interlocal agreement between Sarpy County, the City of Bellevue, Nebraska and the Papio-Missouri River Natural Resources District for the Missouri River Floodway Purchase Program, a copy of which is attached, is hereby approved.

BE IT FURTHER RESOLVED that the Clerk and the Chairman are hereby authorized to sign said agreement and such further documents as may be necessary to carry out the terms of said agreement.

The above and foregoing Resolution was duly approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on this 5th day of June, 2012.



 Chairman, Sarpy County Board





 Sarpy County Clerk

INTERLOCAL COOPERATION ACT AGREEMENT

**THE CITY OF BELLEVUE, NEBRASKA,
THE COUNTY OF SARPY, NEBRASKA
AND
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**

MISSOURI RIVER FLOODWAY PURCHASE PROGRAM

This Agreement (hereinafter "**THIS AGREEMENT**") is made by and among **THE CITY OF BELLEVUE, NEBRASKA** (hereinafter "**the CITY**"), **THE COUNTY OF SARPY, NEBRASKA** (hereinafter "**the COUNTY**"), and the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** (hereinafter "**the DISTRICT**"), pursuant to the Nebraska Interlocal Cooperation Act, Sections 13-801, R.R.S. Neb., 1943, et seq.

RECITALS:

WHEREAS, numerous private dwellings and other structures now exist in the designated floodway adjacent to the Missouri River Levee Unit R-613 and R-616 flood control levees in the CITY and COUNTY (hereinafter "**the PROGRAM FLOODWAY**"); and,

WHEREAS, the parties desire to establish a MISSOURI RIVER FLOODWAY PURCHASE PROGRAM (hereinafter "**the PROGRAM**"), for the purposes of

purchasing, dwellings and other privately-owned structures on land within the PROGRAM FLOODWAY and removing the same from the PROGRAM FLOODWAY, in order to prevent or reduce recurring flood damages, repetitive claims for disaster assistance or flood insurance benefits, and repetitive public outlays for emergency rescues, utility restorations, and other public services; and, the parties desire to convert such lands to uses which are non-insurable under the federal Flood Insurance Act; and,

WHEREAS, federal and state grant programs are available to assist the parties to carry out the PROGRAM, such programs including the Hazard Mitigation Grant Program, administered by the Federal Emergency Management Agency (hereinafter “FEMA”).

Now therefore, for and in consideration of the foregoing recitals and the mutual covenants of the parties hereinafter expressed, the parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to provide for cooperative undertakings by and among the CITY, the COUNTY and the DISTRICT, without any separate entity being created; and, the duties and responsibilities of the parties shall be as defined by this Agreement.

2. THE PROGRAM. The parties hereby establish the PROGRAM, pursuant to which ownership of private dwellings and other structures now existing in the PROGRAM FLOODWAY will be purchased in voluntary transactions, pursuant to which such dwellings and other structures will be removed from the PROGRAM FLOODWAY and pursuant to which the land now occupied by such dwellings and

other structures will be converted to uses which are not insurable under the flood insurance programs administered by FEMA.

3. RESPONSIBILITIES OF THE DISTRICT. The DISTRICT shall be responsible for administering the PROGRAM, and shall have the following responsibilities and duties:

(a) The DISTRICT shall acquire, by voluntary purchase and sale, such real estate and interests therein, including leaseholds, as the DISTRICT determines necessary or convenient in order to obtain removal of private dwellings and other structures, now located in the PROGRAM FLOODWAY, which presently are eligible for disaster assistance, flood damage insurance and other benefits under federal disaster assistance and flood insurance programs, and shall make such payments in respect to such acquisitions as the DISTRICT determines necessary or convenient;

(b) The DISTRICT shall prepare, execute and file with appropriate federal and state agencies, such proposals and grant applications, and documents related thereto, as the DISTRICT determines necessary for purposes of the PROGRAM;

(c) The DISTRICT shall employ and compensate such appraisers, title searchers, title insurers, surveyors, engineers, attorneys, demolition contractors and other persons, firms and corporations, and pay such other expenses, as the DISTRICT determines necessary to administer the PROGRAM pursuant to THIS AGREEMENT; and,

(d) The DISTRICT shall execute on its own behalf such contracts, applications, and other documents as the DISTRICT determines necessary to administer the PROGRAM pursuant to THIS AGREEMENT.

4. RESPONSIBILITIES OF THE CITY AND COUNTY. The CITY and COUNTY shall assist the DISTRICT in administering the PROGRAM, and shall have the following responsibilities:

(a) The CITY and the COUNTY each shall prepare, execute, and file with appropriate federal and state agencies such grant applications, and documents related thereto, as the DISTRICT determines necessary for purposes of the PROGRAM; and, the CITY and the COUNTY each shall direct the proceeds of such grants to the DISTRICT, or as the DISTRICT may direct, for purposes of the PROGRAM; and,

(b) The CITY and the COUNTY each shall reimburse the DISTRICT in the amount of one-third (1/3) of all expenditures made by the DISTRICT in administering the PROGRAM, other than expenditures which are reimbursed by federal or state grant programs or recouped by sale of structures and other property in the PROGRAM FLOODWAY acquired by the DISTRICT during the course of administering the PROGRAM (such unreimbursed and unrecouped expenditures hereinafter being referred to as “the **NON-RECOVERABLE EXPENSES**”); provided, however, neither the CITY nor the COUNTY shall be required to reimburse the DISTRICT more than TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000), each, for such NON-RECOVERABLE EXPENSES; and, provided, further, the DISTRICT shall not be required to

incur NON-RECOVERABLE EXPENSES that require the DISTRICT to expend, without assurance of proportionate reimbursement by the CITY and COUNTY, more than TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) of its own funds.

(c) To provide for the CITY'S and the COUNTY'S reimbursement to the DISTRICT of such NON-RECOVERABLE EXPENSES, the parties shall follow the following procedure:

(1) From time to time, but not more often than quarterly, after actual monetary outlays are made by the DISTRICT for land acquisition and other expenses of administering the PROGRAM, the DISTRICT shall transmit to the CITY and the COUNTY written notifications of the amounts of such outlays. In each such written notification and with respect to each such outlay, the DISTRICT shall state the identity of the payee to whom such outlay was paid, the purpose for such outlay, the date of such outlay, and whether such outlay is a NON-RECOVERABLE EXPENSE.

(2) Within 45 days after receipt by the CITY and the COUNTY of such a written notification, the CITY and the COUNTY each shall reimburse the DISTRICT in the amount of one-third (1/3) of the DISTRICT'S NON-RECOVERABLE EXPENSES described in such written notification.

(3) The parties agree to cooperate with the DISTRICT in diligently seeking and obtaining funding from the Nebraska

Environmental Trust that would pay part of the 25% local share required by the FEMA Hazard Mitigation Grant Program. Grants receivable by any of the parties from the Nebraska Environmental Trust or from any other source for any expenses of the PROGRAM shall be credited to the parties hereto in equal shares against their respective duties hereunder to pay or reimburse NON-RECOVERABLE EXPENSES of the DISTRICT.

5. LAND ACQUISITION. All lands, easements and rights-of-way necessary to be acquired for purposes of the PROGRAM, as determined by the DISTRICT, shall be acquired by the DISTRICT, which shall take title in the name of the DISTRICT. The CITY and the COUNTY, on request of the DISTRICT, respectively shall donate to the DISTRICT such temporary and permanent easements and rights-of-way over CITY-owned or COUNTY-owned rights-of-way within the PROGRAM FLOODWAY as the DISTRICT determines necessary for the PROGRAM.

6. OPERATION AND MAINTENANCE. After acquisition of land pursuant to THIS AGREEMENT, the DISTRICT, at the DISTRICT'S sole cost and expense, shall maintain or dispose of such land in such manner and at such times as the DISTRICT determines necessary or convenient, for uses and purposes consistent with THIS AGREEMENT, and shall be entitled to the rents and profits therefrom.

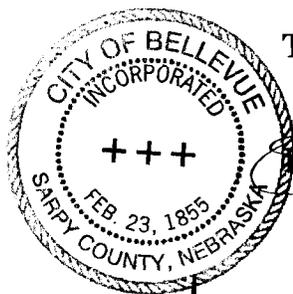
7. DURATION AND EFFECTIVE DATE. THIS AGREEMENT shall be effective, and shall have permanent duration, commencing (1) upon the occurrence of the signatures of all of the parties being affixed hereto, (2) upon receipt by the

DISTRICT of FEMA'S commitment to pay 75% of the sums expended by the DISTRICT during the course of administering the PROGRAM, and (3) upon receipt by the DISTRICT of the Nebraska Environmental Trust's commitment to partially fund the 25% local share required by the FEMA Hazard Mitigation Grant Program, whichever is the later date.

8. SEVERABILITY. In the event any portion of THIS AGREEMENT is held invalid or unenforceable for any reason, it is agreed that any such invalidity or unenforceability shall not affect the remainder of THIS AGREEMENT, and the remaining provisions shall remain in full force and effect, and any court of competent jurisdiction may so modify any objectionable provision of THIS AGREEMENT so as to render it valid, reasonable, and enforceable.

IN WITNESS WHEREOF the parties have executed THIS AGREEMENT on the dates hereinafter indicated pursuant to authorizing resolutions duly adopted at regularly-convened public meetings of their governing bodies.

Executed by the CITY this 29 day of May, 2012.



THE CITY OF BELLEVUE, NEBRASKA

By [Signature]
MAYOR

Attest:

[Signature]
City Clerk

Executed by the COUNTY this 5th day of June, 2012.

THE COUNTY OF SARPY, NEBRASKA

By *Russell L. H* 6-5-2012
CHAIRPERSON, BOARD OF
COMMISSIONERS

Attest:

Debra L. Houghtaling
County Clerk



Executed by the DISTRICT this 15th day of June, 2012.

PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT

By *[Signature]*
GENERAL MANAGER

Sarpy County Board of Commissioners

1210 GOLDEN GATE DRIVE
PAPILLION, NE
593-4155
www.sarpy.com

ADMINISTRATOR Mark Wayne
DEPUTY ADMINISTRATOR Scott Bovick
FISCAL ADMIN./PURCHASING AGT. Brian Hanson



<u>COMMISSIONERS</u> Rusty Hike District 1 Jim Thompson District 2 Tom Richards District 3 Jim Nekuda District 4 Jim Warren District 5
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To: Sarpy County Commissioners

From: Mark Wayne, County Administrator

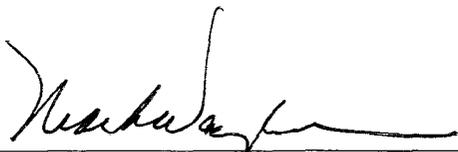
RE: P-NRD Agenda Items

The June 5th agenda has two (2) items returning for consideration. The Amendment to an Inter local Agreement dating back to September 2001 for the improvements on the Western Sarpy/Clear Creek Levee (along the Platte River) which Marlin Peterman explained at the May 22 meeting. The Amendment increases the County contribution to an amount not to exceed \$810,000 of which we have already paid \$558,493. The remaining \$251,507 would be paid over the next four (4) years (\$65,000/year). As you recall this was a \$42 million dollar project that has been under construction for the last ten (10) years. The other project is the Missouri River Floodway Purchase Program which was approved by the City of Bellevue May 29. This program will clean-up and remove dwellings inside the levee which were flooded last summer. As a new requirement to proceed the Nebraska Environmental Trust must participate in the local share which will reduce the P-NRD, City and County expenditure currently capped at \$250,000. Both of these programs are important projects that could not be accomplished without the support of the P-NRD. The County is committed to a significant amount of funds. I would recommend approval of both Inter local Agreements. The P-NRD is a partner on numerous projects which benefit Sarpy County:

1. Flood Buyout Program
2. Papillion Creek Watershed Partnership
3. Damn Site construction
4. Lincoln Road construction (126th to 132nd)
5. Re-Location of County Sanitary Sewer
6. Elkhorn River Stabilization
7. Levee protection during flood of 2011

These relationships are important to maintain throughout the years to maintain Storm water management and water quality in Sarpy County

Please let me know if you have any questions.



Mark Wayne, County Administrator