

Memorandum

To: Program Projects and Operations Subcommittee
From: Lori Laster, Stormwater Management Engineer
Date: September 26, 2014
Re: Interlocal Agreement with Sarpy County for 66th Street Bridge Replacement

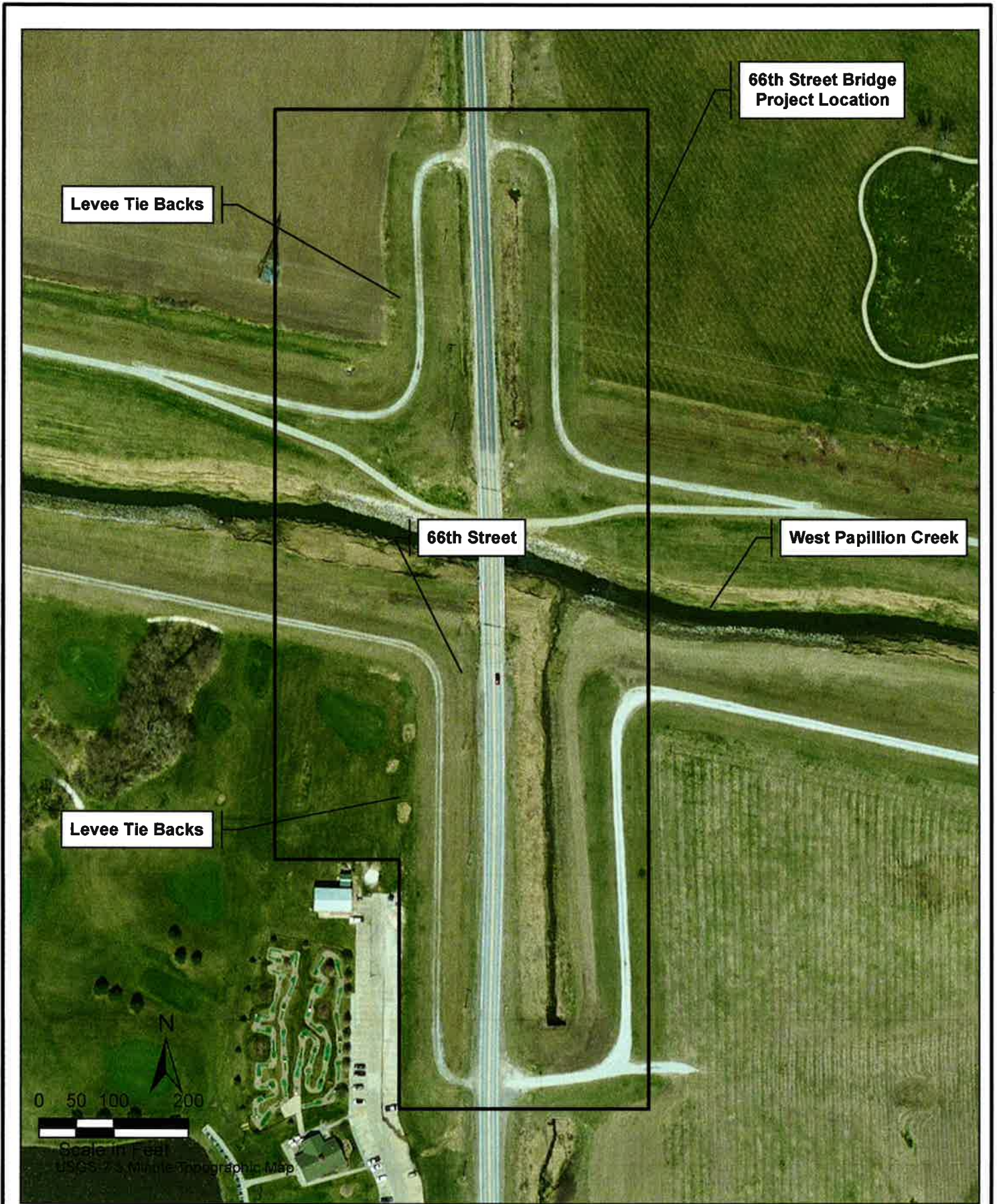
When flood maps were revised in Sarpy County in 2005, it was found that the levees along West Papillion Creek do not meet the freeboard requirements to show areas behind the levees as providing protection from the 1% annual chance flood. This resulted in much wider floodplain areas. In March 2008, the West Papillion Creek Levee Restoration Evaluation was completed by HDR. This report identified several actions that were needed in order to bring the levees into compliance with FEMA accreditation standards. Actions included detention sites, levee raises, and bridge raises throughout the watershed.

One of the bridges identified for raising was 66th Street Bridge over the West Papillion Creek approximately one-half mile south of Cornhusker Road.

Sarpy County is responsible for the 66th Street Bridge. They are applying for a phased Hazard Mitigation Grant Program project in order to cover design costs and constructions costs.

The estimated cost for the design phase of the project is \$200,000. The Hazard Mitigation Grant Program funding will cover 75% of project costs. A 25% local match is required. Sarpy County is requesting that the District provide half of the local match, \$25,000.

Management recommends that the Subcommittee recommend to the Board of Directors that the General Manager be authorized to execute the Interlocal agreement with Sarpy County to equally share the local match required by the Hazard Mitigation Grant Program for the design of the 66th Street Bridge Replacement Project, up to a maximum District contribution of \$25,000, subject to changes deemed necessary by the General Manager and approved as to form by District Legal Counsel.



PROJECT: 009-0987
 DRAWN BY: AMV
 DATE: June 14, 2013

**66TH STREET BRIDGE
 HMGP Project Application
 Omaha, Nebraska**

OLSSON ASSOCIATES
 1111 Lincoln Mall, Suite 111
 P.O. Box 84608
 Lincoln, NE 68501-4808
 TEL: 402.474.6311
 FAX: 402.474.5100
 www.olsonassociates.com

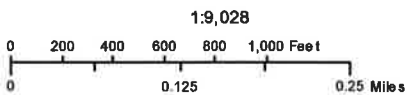
**FIGURE
 1**

Sarpy County Property Information



Sarpy County, Nebraska

September 26, 2014



Disclaimer: This data is for informational purposes only, and should not be substituted for a field search, prior to acquisition, or use of the zoning district's ordinance. Sarpy County and the Sarpy County GIS Center assume no legal responsibility for the information contained in this data.

Interlocal Agreement

Papio-Missouri River Natural Resources District

and

Sarpy County, Nebraska

66th STREET BRIDGE ELEVATION 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 SARPY COUNTY, NEBRASKA, a political subdivision of the State of Nebraska (hereinafter referred to as the “COUNTY”).

RECITALS:

WHEREAS, the COUNTY desires to elevate the 66th Street Bridge over West Papillion Creek (hereinafter the PROJECT), and

WHEREAS, the COUNTY is applying for a Hazard Mitigation Grant Program grant from FEMA to cover 75% of the project expenses, and

WHEREAS, the NRD desires to reimburse the COUNTY.

NOW, THEREFORE, for and in consideration of the foregoing recitals and their mutual covenants hereinafter expressed, the parties agree as follows:

A. COUNTY RESPONSIBILITIES

1. The COUNTY shall acquire all easements and rights-of-way necessary for the PROJECT in the name of the COUNTY.
2. The COUNTY shall retain such consultants, at their own discretion and expense, as may be needed to complete the PROJECT.
3. The COUNTY shall retain such contractors, at their own discretion and expense, necessary to complete the project.
4. Upon completion, the COUNTY shall operate and maintain the PROJECT in perpetuity according to accepted engineering standards at no cost the NRD.

5. The COUNTY 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 COUNTY 50% of the local funding match not to exceed \$25,000.
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 SARPY COUNTY, NEBRASKA, this ____ day of _____, 2014.

SARPY COUNTY, NEBRASKA

By _____
Chairperson

Attest:

COUNTY Clerk

Executed by the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT this
_____ day of _____, 2014.

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

By _____
General Manager

Attest:

By _____

_____ Title