Agenda Item: 6.

#### Memorandum

To:

Programs, Projects and Operations Subcommittee

From:

Lori Ann Laster, Stormwater Management Engineer

Date:

July 2, 2012

Re:

Review and Recommendation on Interlocal Agreement with City of Fort Calhoun for

Letter of Map Revision Project

In 2001, the City of Fort Calhoun (City) completed a flood mitigation plan to reduce flooding problems within the city. The plan was funded by Federal Emergency Management Agency (FEMA) Flood Mitigation Assistance funds. As part of the plan, a new flood study was completed for a stream in Fort Calhoun identified as Missouri River Tributary 2.1. This flood study determined that due to natural channelization of the stream, the 100-year floodplain was contained within the channel.

In 2009, District began updating FEMA's Flood Insurance Rate Maps (FIRM) for Washington County as a Cooperating Technical Partner with FEMA. The scope of the map updates was to bring them into digital format utilizing the data from the previous maps, with the exception of the Missouri River.

The study from the flood mitigation plan was not incorporated into the updated FIRMs, which became effective January 6, 2012.

The City wishes to have the flood study incorporated into the Washington County FIRM. As the maps became effective in January 2012, the way to accomplish this is through a Letter of Map Revision (LOMR). A LOMR officially revises a FIRM based on updated hydrologic or hydraulic studies or topographic surveys.

The City is requesting that the District cost share on the LOMR. The attached interlocal agreement outlines the project. The hydraulic modeling and survey completed for the flood mitigation study need to be updated and formatted prior to submission to FEMA. The City will select a consultant to complete the updates and prepare the LOMR application. The District will reimburse the City 50% of the costs to complete the project up to a maximum of \$20,000.

Management recommends that the General Manager be authorized to execute the interlocal agreement with the City of Fort Calhoun to cost share fifty percent on the Letter of Map Revision project up to a maximum of \$20,000 subject to changes deemed necessary by the General Manager and approved as to form by the District legal counsel.

# NOTES TO USERS

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bons about this map, how to order products, or the Nation Frogram in general, please call the FEMA Map information ) at 1-877-874-MAP (1-877-335-2627) or visit the FEMA AMPINI CONTINUES MANARY (1-877-335-2627) INGTON COUNTY, NE FIRM

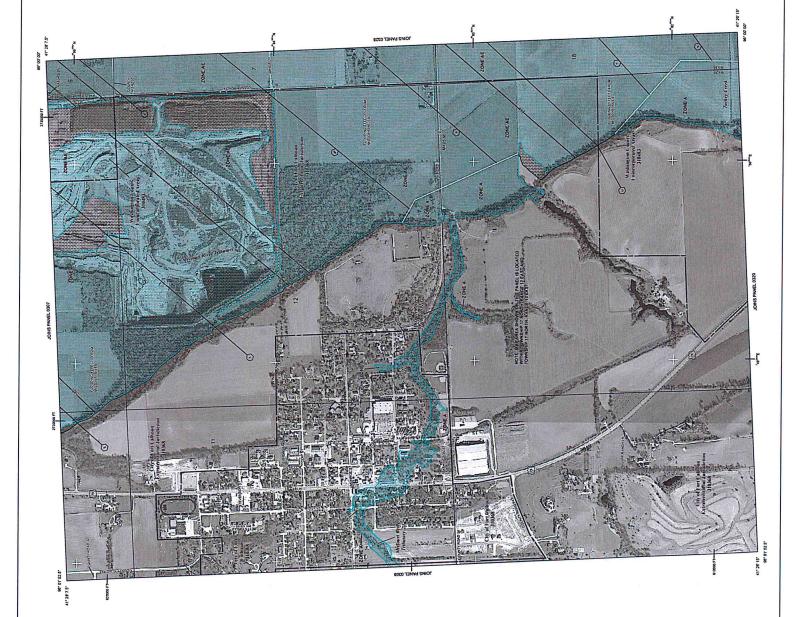
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### AGREEMENT

#### **BETWEEN**

## PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

#### AND

#### THE CITY OF FORT CALHOUN, NEBRASKA

#### FLOOD MITIGATION PLANNING AND MAPPING ASSISTANCE

THIS AGREEMENT is made and entered into by and between the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, a subdivision of the State of Nebraska (hereinafter referred to as the "NRD"), and the CITY OF FORT CALHOUN, NEBRASKA, a municipal corporation of the State of Nebraska (hereinafter referred to as the "CITY").

#### **RECITALS:**

WHEREAS, the NRD has established a Flood Mitigation Planning and Mapping Assistance Program (hereinafter referred to as "the PROGRAM"), to provide technical and financial assistance to governmental entities within the NRD and to help identify flood-prone areas and plan projects to reduce flood risk and damage; and,

WHEREAS, assistance under the PROGRAM requires sponsorship by a city, town, village, county, municipality or other unit of local government having the authority and capability to carry out the Flood Mitigation Plan and/or adopt any new or revised National Flood Insurance Program (NFIP) Flood Hazard Studies and Maps found necessary. The sponsor must participate in the NFIP and be in "good-standing" status; and , flood mitigation planning and floodplain mapping assisted under the PROGRAM must conform to all federal, state and local standards or guidelines; and,

WHEREAS, the CITY desires to receive NRD cost-sharing assistance for a project to revise the CITY's flood insurance study and map (hereinafter referred to as "the PROJECT"), as more particularly described in the scope of work for the PROJECT (hereinafter referred to as "the SCOPE OF WORK"), as approved by the NRD and attached hereto as Exhibit "A," and incorporated herein by reference; and,

WHEREAS, the CITY agrees to equally share with the NRD the local (non-federal or non-state) cost of the PROJECT.

NOW, THEREFORE, for and in consideration of the foregoing recitals and their mutual covenants hereinafter expressed, and subject to the NRD funding limitation hereinafter provided, the parties agree as follows:

 The NRD will attempt to obtain federal and/or state cost sharing to assist in the implementation of the PROJECT and if is successful in obtaining such funds, the CITY and the NRD will equally share the non-federal and non-statecosts of the PROJECT.

- 2. The CITY will retain consultants and other personnel, approved by the NRD, as may be needed to perform the PROJECT.
- 3. Through such consultants and other personnel, the CITY shall perform the PROJECT in accordance with the SCOPE OF WORK.
- 4. The NRD shall reimburse the CITY in the amount of 50% of the non federal and non-state portions of the cost of the PROJECT, provided, however, the NRD share of such costs shall not in any event exceed the sum of \$20,000,
- Any NRD suggestions for amendments to the SCOPE OF WORK, and any NRD reviews of PROJECT plans, reports, maps, specifications and implementation schedules, shall be performed by the NRD without unnecessary delay, and any NRD approvals thereof shall not be unreasonably delayed or withheld.
- Upon completion of the PROJECT, the CITY shall promptly implement or adopt the Flood
  Mitigation Plan and any new or revised NFIP Flood Hazard Studies and Maps that result from
  the PROJECT.
- 7. This agreement shall have permanent duration, commencing upon 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 resolution duly adopted at regularly-called meetings of their governing bodies.

Executed by the CITY OF FORT, 2012.	CALHOUN , NEBRASKA , on this day of
	CITY OF FORT CALHOUN, NEBRASKA

		little
Attest	:	
*	CITY CLERK	·
		-MISSOURI RIVER NATURAL RESOURCES DISTRICT on this
	day of	, 2012.
		PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
		Ву
		General Manager

#### **EXHIBIT A**

# CITY OF FORT CALHOUN MISSOURI RIVER TRIBUTARY 2.1 LETTER OF MAP REVISION PROJECT

#### **BACKGROUND**

In 2001, the City of Fort Calhoun (City) completed a flood mitigation plan to reduce flooding problems within the city. The plan was funded by Federal Emergency Management Agency (FEMA) Flood Mitigation Assistance funds. As part of the plan, a new flood study was completed for a stream in Fort Calhoun identified as Missouri River Tributary 2.1. This flood study determined that due to natural channelization of the stream, the 100-year floodplain was contained within the channel.

In 2009, the Papio-Missouri River Natural Resources District (District) began updating FEMA's Flood Insurance Rate Maps for Washington County as a Cooperating Technical Partner with FEMA. The scope of the map updates was to bring them into digital format utilizing the data from the previous maps, with the exception of the Missouri River.

The study from the flood mitigation plan was not incorporated into the updated FIRMs, which became effective January 6, 2012.

The City wishes to have the flood study incorporated into the Washington County FIRM. As the maps became effective in January 2012, the way to accomplish this is through a Letter of Map Revision (LOMR). A LOMR officially revises a FIRM based on updated hydrologic or hydraulic studies or topographic surveys.

#### SCOPE OF WORK

The City will be responsible for retaining a consultant to complete the project. The consultant will be responsible for preparing the data available from the 2001 flood mitigation study for submission to FEMA. This may include updating survey information and hydrologic and hydraulic models to ensure the data meets FEMA mapping standards. The consultant chosen by the City will also be responsible for addressing any comments or issues after the data is reviewed by FEMA.

The District will be responsible for providing technical assistance to the City in reviewing all work performed by the consultant and assisting the consultant in addressing FEMA comments or issues. The District will reimburse the City 50% of project expenses up to a maximum of \$20,000.