

## Memorandum

**To:** Programs, Projects & Operation Subcommittee  
**From:** Amanda Grint, Water Resources Engineer  
**Date:** June 6, 2013  
**Re:** Addendum to Cole Creek Interlocal Agreement

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In September 2002, the District and the City of Omaha entered into an Interlocal Agreement to acquire flood prone properties and make culvert improvements along Cole Creek. Through the agreement and three subsequent addendums, 33 properties have been purchased and improvements have been made to several culverts on Cole Creek. To date approximately \$6.3 million dollars have been spent on the Cole Creek Project, with a District contribution of nearly \$2,350,000. The District has reimbursed the City of Omaha fifty percent of local project costs and applied FEMA funding when applicable.

Recently, the City of Omaha was contacted to purchase two additional homes along Cole Creek although the flood mitigation program was not budgeted for the City until their FY15. The properties are shown on the attached map and both were identified in the Cole Creek studies however, one was identified in the original study and the other was identified in a second phase. The second phase property has bank erosion that is within 5 feet of the building and therefore, is being considered for the buyout program.

The City of Omaha requests that a fourth addendum to the interlocal be considered to include a maximum District contribution of an additional \$1,200,000 over FY14 through FY19. This would allow for \$500,000 toward flood mitigation purchases and \$700,000 toward culvert improvements at Hillside Drive. The cost share would be distributed as follows:

Year 2014	\$250,000
Year 2015	\$0
Year 2016	\$0
Year 2017	\$700,000
Year 2018	\$0
Year 2019	\$250,000

The District would pay 50% of actual costs up to the maximum contribution in each year except 2014. Since the City does not have funding available until their FY15 and the property owners are willing at this time, it is requested that the District fund the FY14 proposed buyouts up to \$250,000, and then the City will pursue buyouts up to \$250,000 in FY15 with no District contribution. In remaining years, the interlocal would be as it has been in the past, the District pays 50% of actual costs to reimburse the City after they expend the funds.

To date the current contribution from the District is \$2,308,153. The fourth addendum to the Cole Creek agreement provides for fifty percent cost share from the District for an additional \$1,200,000, over FY14 through FY19, bringing the total District contribution up to \$3,550,000, in order to match the funds the City of Omaha has budgeted for this project.

**Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute the Fourth Addendum to the Cole Creek Flood Mitigation Program Agreement with the City of Omaha for an additional \$1,200,000 bringing the total District contribution for the project to \$3,550,000, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.**







**FOURTH ADDENDUM TO  
INTERLOCAL COOPERATION ACT AGREEMENT  
Between  
THE CITY OF OMAHA, NEBRASKA  
And  
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT  
For  
COLE CREEK FLOOD MITIGATION PROGRAM**

This FOURTH ADDENDUM ("this FOURTH ADDENDUM") amends Paragraph 23 of the INTERLOCAL COOPERATION ACT AGREEMENT BETWEEN THE CITY OF OMAHA, NEBRASKA AND PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT FOR COLE CREEK FLOOD MITIGATION PROGRAM ("the AGREEMENT"), originally entered into by and between the CITY OF OMAHA, NEBRASKA ("the CITY") and the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT ("the NRD"). The AGREEMENT was signed by the NRD on July 12, 2002 and by the CITY on September 12, 2002. Paragraph 23 of the AGREEMENT is hereby further amended as follows, to-wit:

23. COST-SHARING. As its contribution towards the CITY'S outlays to third parties, other than the CITY'S own personnel, for the costs of design, land, easements and rights-of-way, administration, construction, operation, maintenance, repair, replacement and regulation of the MITIGATION PROGRAM and its separate components (hereinafter referred to as "the PROGRAM COSTS"), and subject to the limitations hereinafter provided, the NRD shall pay to the CITY on the first day of June in each of the years 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2013, 2014, 2017 and 2019 an annual installment payment equal to fifty percent (50%) of the total amount actually expended by the CITY during the preceding calendar year for PROGRAM COSTS (other than expenditures which are paid or reimbursed by federal or state grant programs or by ABUTTING LANDOWNERS, or recouped by sale of structures and other property in the STUDY AREA acquired by the CITY during the course of administering the MITIGATION PROGRAM); provided, however, the payments due on the first day of June in the years 2004 and 2005 shall not exceed FOUR HUNDRED THOUSAND DOLLARS (\$400,000), each, the payment due on the first day of June in

the year 2006 shall not exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000), the payment due on the first day of June in the year 2003 shall not exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000), the payments due on the first day of June in the years 2007, 2008, 2009, ~~and 2010~~, 2013, 2014 and 2019 shall not exceed TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000), each, and the contribution payment due from the NRD on the first day of June in the year 2017, shall not exceed SEVEN HUNDRED THOUSAND DOLLARS (\$700,000), each such annual installment to be payable without interest prior to said installment becoming due; and, provided further, the total of the contributions due to the CITY pursuant to this AGREEMENT shall not in any case exceed ~~TWO MILLION ONE HUNDRED THOUSAND DOLLARS (\$2,100,000.00)~~ THREE MILLION FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$3,550,000.00); and, provided, finally, that if the PROGRAM COSTS paid by the CITY for the year 2015 do not at least equal the PROGRAM COSTS contributed by the NRD for the year 2014, then the aforesaid contribution to PROGRAM COSTS payable by the NRD for the year 2017 shall be reduced by the amount of such shortfall. The CITY shall be solely responsible for the payment of all remaining PROGRAM COSTS and other costs of the MITIGATION PROGRAM in any calendar year without NRD contribution. At least 30 days and not more than 120 days prior to the date an annual installment payment is due to the CITY pursuant to this AGREEMENT, the CITY shall send a written invoice to the General Manager of the NRD itemizing the PROGRAM COSTS from the preceding calendar year for which NRD contribution is sought under this AGREEMENT. Grants or contributions made by third parties to the CITY for PROGRAM COSTS, other than federal or state grants and the contributions of ABUTTING LANDOWNERS, shall not be deemed to offset or diminish the NRD'S obligations under this AGREEMENT.

2. Except as amended by the FIRST ADDENDUM, the SECOND ADDENDUM, the THIRD ADDENDUM, and this FOURTH ADDENDUM, all pursuant to authorizing resolutions duly adopted at regularly-called meetings of their governing bodies, the AGREEMENT is ratified and confirmed in all respects.

The CITY has executed this FOURTH ADDENDUM on \_\_\_\_\_, 2013.

THE CITY OF OMAHA, NEBRASKA

Attest:

By \_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

The NRD has executed this FOURTH ADDENDUM on \_\_\_\_\_, 2013.

PAPIO-MISSOURI RIVER NATURAL  
RESOURCES DISTRICT

By \_\_\_\_\_  
General Manager