

Agenda Item: 8.a.

Memorandum

To: FEL Subcommittee
From: Lori Laster, Stormwater Management Engineer
Date: May 1, 2014
Re: Amendment to the Interlocal Agreement with the City of Bellevue on the Missouri River Floodway Purchase of the 1600 Front Street Property

After the FEMA Hazard Mitigation Grant Program (HMGP) application was submitted for the Missouri River buyouts in Iske Park and Elbow Bend, the City of Bellevue was contacted by another individual who was impacted by the 2011 Missouri River flood. The property is located at 1600 Front Street in Bellevue and the individual is interested in the floodway purchase program. See attached map for location of property which is just north of Highway 370 and adjacent to the City's Kramer Park.

In January 2013, the District and the City of Bellevue approved an Interlocal Agreement to purchase this property. The estimated cost to acquire and demolish the property was \$45,500. The HMGP grant from FEMA was intended to cover 75% of the project cost and the District and the City of Bellevue would split the remaining 25%, estimated to be \$5,700 each.

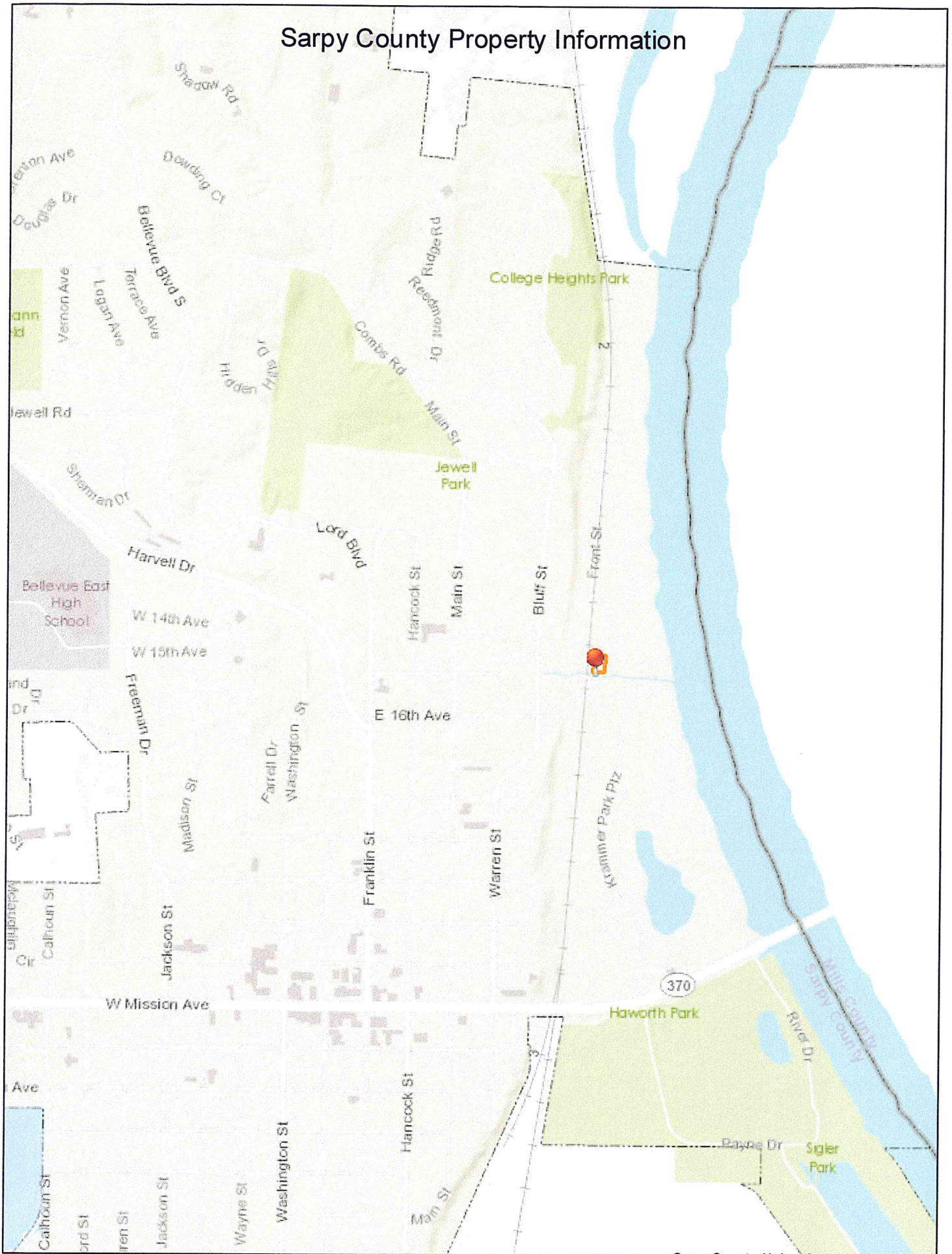
The property was appraised by Mitchell & Associates in January 2013. The appraisal report prepared states the market value of the entire property as of May 1, 2011 was \$45,000. The purchase price of the property is such that other costs to purchase the property such as legal costs and demolition costs would exceed the amount set forth in the Interlocal Agreement.

The HMGP grant will cover 75% of the excess costs. It is estimated that an additional \$15,000 is needed to cover the expenses related to closing the purchase of the property and the demolition of the property. This would require an additional \$1,875 from both the District and the City of Bellevue.

The attached amendment to the Interlocal Agreement changes the maximum project cost to \$60,500 and the maximum cost share for both the District and the City of Bellevue from \$5,700 to \$7,575.

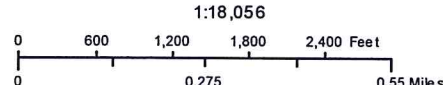
Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute the proposed Amendment 1 to the Interlocal Agreement with the City of Bellevue for the Missouri River Floodway Purchase of the 1600 Front Street property in Bellevue in an amount not to exceed \$60,500, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.

Sarpy County Property Information



Sarpy County, Nebraska

May 1, 2014



Disclaimer: This data is for informational purposes only and should not be substituted for a title search, property appraisal, survey, or for zoning district verification. Sarpy County and the Sarpy County GIS Coalition assume no legal responsibility for the information contained in this data.

AMENDED
INTERLOCAL COOPERATION ACT AGREEMENT

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

MISSOURI RIVER FLOODWAY PURCHASE

This Amended Agreement (hereinafter “**THIS AGREEMENT**”) is made by and between **THE CITY OF BELLEVUE, NEBRASKA** (hereinafter “**the CITY**”) and the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** (hereinafter “**the DISTRICT**”), pursuant to the Nebraska Interlocal Cooperation Act, Sections 13-801, Neb.Rev.Stat., et seq., and amends the Interlocal Cooperation Act Agreement on the same subject entered into by and between the parties, that was executed by the CITY on January 14, 2013, and by the DISTRICT on January 16, 2013.

RECITALS:

WHEREAS, a private dwelling and other structures now exist on the parcel of land at 1600 Front St. in the CITY (hereinafter the “**SUBJECT PARCEL**”), described by the Sarpy County Treasurer as “PT LOTS 1, 2 & 3 LYING E OF CB&Q

RR BLOCK 8 ANDERSON'S ADD, located in the designated floodway adjacent to the Missouri River (hereinafter "**the PROGRAM FLOODWAY**"); and,

WHEREAS, the parties desire to establish a program (hereinafter "**the PROGRAM**") for the purposes of purchasing dwellings and other privately-owned structures on the SUBJECT PARCEL 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 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 between the CITY 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 the SUBJECT PARCEL and ownership of private dwellings and other structures now existing on the SUBJECT PARCEL will be purchased in a voluntary transaction, pursuant to which such dwellings and other structures on the

SUBJECT PARCEL 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 the SUBJECT PARCEL by voluntary purchase and sale, in order to obtain removal of the private dwellings and other structures, now located thereon, which presently are eligible for disaster assistance, flood damage insurance and other benefits under federal disaster assistance and flood insurance programs, and the DISTRICT 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, all 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. The CITY shall assist the DISTRICT in administering the PROGRAM, and shall have the following responsibilities:

(a) The CITY 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 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 shall reimburse the DISTRICT in the amount of one half (1/2) 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 on the SUBJECT PARCEL 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, the CITY shall not be required to reimburse the DISTRICT more than SEVEN THOUSAND FIVE HUNDRED SEVENTY FIVE DOLLARS (\$7,575) 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, more SEVEN THOUSAND FIVE HUNDRED SEVENTY FIVE DOLLARS (\$7,575) of its own funds.

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

(1) After all 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 a written notification of the total amounts of such outlays. In 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 of such written notification, the CITY shall reimburse the DISTRICT in the amount of one-half (1/2) of the DISTRICT'S NON-RECOVERABLE EXPENSES described in such written notification.

5. LAND ACQUISITION. Title to the SUBJECT PARCEL shall be acquired by the DISTRICT in the name of the DISTRICT. Upon written request of the CITY, made after the CITY'S payment to the DISTRICT of the CITY'S share of the DISTRICT'S NON-RECOVERABLE EXPENSES, the DISTRICT shall deed the SUBJECT PARCEL to the CITY for park purposes, subject to all easements and

protective covenants of record and restrictions on the SUBJECT PARCEL imposed or required by FEMA rules or regulations.

6. OPERATION AND MAINTENANCE. After acquisition of the SUBJECT PARCEL pursuant to THIS AGREEMENT, the DISTRICT, at the DISTRICT'S sole cost and expense, shall maintain or dispose of the SUBJECT PARCEL in such manner and at such times as the DISTRICT determines necessary or convenient, consistent with THIS AGREEMENT; provided, however, if the DISTRICT deeds the SUBJECT PARCEL to the CITY, then the CITY, at the CITY'S sole cost and expense, shall maintain or dispose of such land in such manner and at such times as the CITY determines necessary or convenient, consistent with THIS AGREEMENT.

7. DURATION AND EFFECTIVE DATE. THIS AGREEMENT shall be effective, and shall have permanent duration, commencing upon the occurrence of the signatures of both of the parties being affixed hereto, and 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, whichever is the later occurrence.

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 ____ day of _____, 2014.

THE CITY OF BELLEVUE, NEBRASKA

By _____
MAYOR

Attest:

City Clerk

Executed by the DISTRICT this ____ day of _____, 2014.

PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT

By _____
GENERAL MANAGER