

**BOARD OF COUNTY COMMISSIONERS**  
**SARPY COUNTY, NEBRASKA**  
**RESOLUTION AUTHORIZING CHAIRMAN TO SIGN AGREEMENT THE OMAHA-**  
**COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY FOR**  
**DIGITAL MAPPING PRODUCTS**

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, an Agreement has been proposed with the Omaha Council-Bluffs Metropolitan Area Planning Agency ("MAPA") which proposes to share the cost of certain digital mapping products with other governmental agencies, all as described in said Agreement, and said Agreement is in the best interest of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the Chairman of this Board, together with the County Clerk, be and hereby are authorized to execute on behalf of this Board an Agreement with the Omaha Council-Bluffs Metropolitan Area Planning Agency ("MAPA") for the sharing of costs for certain digital mapping products, a copy of said Agreement being attached hereto.

DATED this 12<sup>th</sup> day of January, 2010.

Moved by Rusty Hike, seconded by Pat Thomas, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

Rusty Hike

none

none

Pat Thomas

John Jones

ABSTAIN:

Tom Richey

none

Patrick J. Thomas



Debra Houghtaling  
County Clerk

Approved as to form:

[Signature]  
Deputy County Attorney



## MEMORANDUM

To: County Board  
From: Eric Herbert, GIS Coordinator  
Subject: 2010 NIROC Agreement  
Date: January 12, 2010

On January 12, 2010, the funding agreement for the 2010 Nebraska-Iowa Regional Orthophoto Consortium project will be introduced. The consortium includes 23 partners, with MAPA acting as the primary lead. Pixxures, Inc. intends to enter the contractual agreement with MAPA at the end of January in order to begin the flight and ground control planning for the spring flights. Therefore, MAPA has distributed the memorandum of understanding to each participating agency defining their perspective cost shares.

The requested Sarpy County share of the 2010 NIROC project is \$86,375. The cities within the GIS coalition will be asked to increase their funding shares to the coalition, which should account for \$31,609 of Sarpy County's commitment.

Currently the GIS department has budgeted \$56,675 for the acquisition of 6" color orthophotos, LiDAR (topographic point elevation data), and an update to the building footprints. The county is being asked to commit another \$30,000 from either FY2010 or FY2011 for the addition of oblique aerial photography to the project deliverables.

The obliques will be primarily used by the Assessor's Office for conducting valuations from the office, but will also be available for public safety, emergency management, and other miscellaneous applications. The overall project pricing and the total committed funds to the project (including matching grant funds) have made possible to obtain the obliques at a lesser expense to the county.

I have included project maps and tables breaking down the deliverable costs and funding along with the MAPA agreement. If you have any questions or would like any further details, please contact me at 593-2274.

### 2010 NIROC Sarpy County Deliverables

<i>Product</i>	6" Color and B&W Ortho	LIDAR	Update Footprints	4"-4 way Obliques	12"-4 way Obliques	Total Deliverable Value	NIROC Funding share
<i>Cost Per Square Mile</i>	\$135	\$223	\$28	\$400	\$90	\$877	\$350
<i>Extended Cost</i>	\$33,456	\$55,182	\$6,901	\$98,800	\$22,230	\$216,570	\$86,375

### 2010 NIROC Proposed GIS Coalition Funding

*Based on square mileage of each jurisdiction*

Participant	Percentage	Ortho Share	LiDAR Share	*Obliques
Bellevue	23%	\$8,125	\$4,962	
Gretna	10%	\$3,625	\$2,214	
La Vista	5%	\$1,750	\$1,069	
Papillion	14%	\$4,750	\$2,901	
Springfield	4%	\$1,375	\$840	
Sarpy	44%	\$15,374	\$9,390	\$30,000
<b>Total</b>		<b>\$35,000</b>	<b>\$21,375</b>	<b>\$30,000</b>

Stanton Cuming

# 2010 NIROC Core Area Six-Inch Orthos

Shelby

Harrison

Washington  
County  
393.33 Sq Mi

Pottawattamie  
County  
1027.97 Sq Mi

City of  
Fremont  
57.91 Sq Mi

Douglas County  
339.54 Sq Mi

Sarpy County  
247.09 Sq Mi

Cass County  
565.91  
Sq Mi

Saunders

MUD  
33.67  
Sq Mi

Lancaster  
County  
845.85 Sq Mi

Seward

City of  
Crete  
38.5 Sq Mi

Butler

Mills

Montgomery

Page

Fremont

Otoe

**Total 6" Area**  
3605 Square Miles

Saline

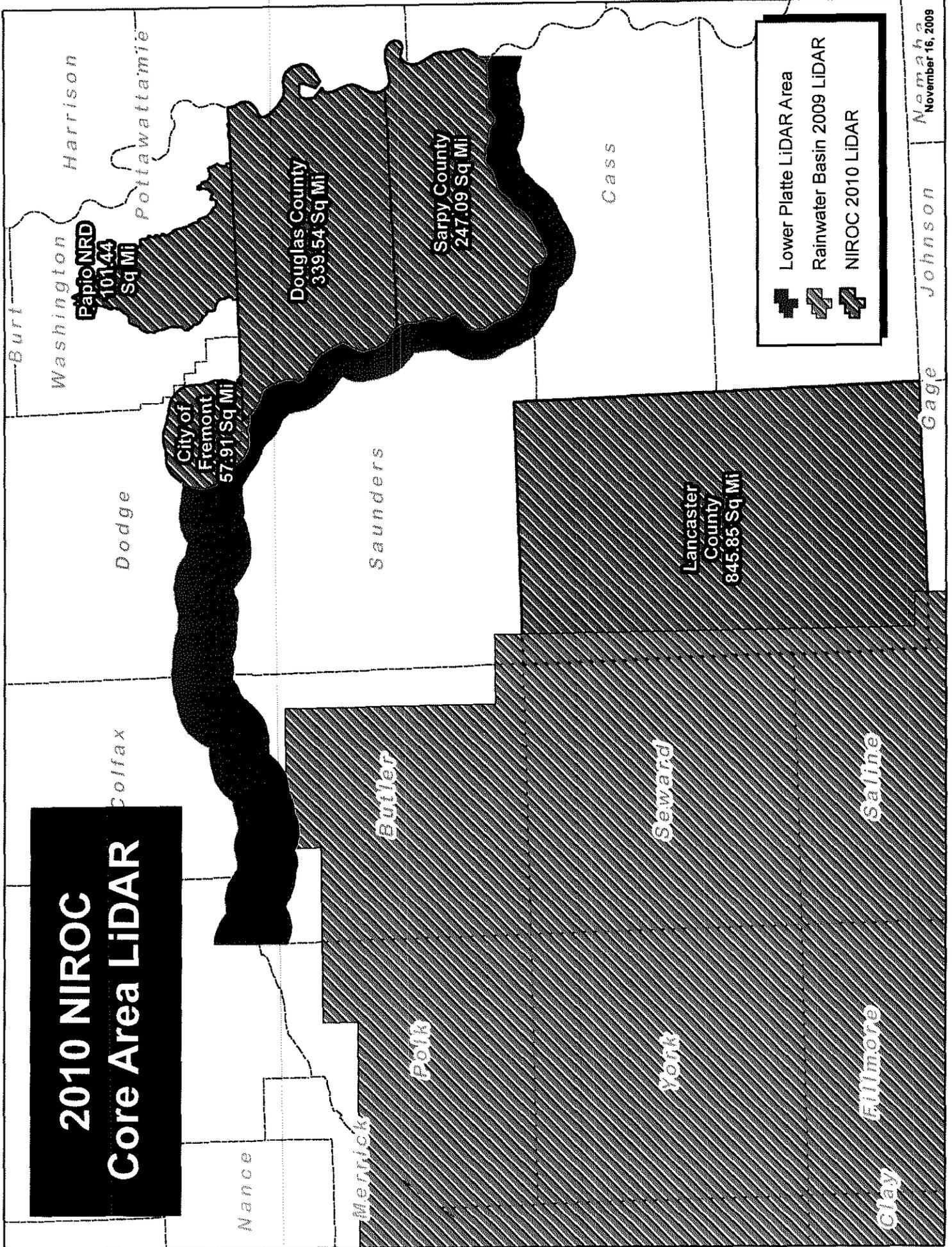
Nemaha

Johnson

Gage

Atchison

# 2010 NIROC Core Area LiDAR



# 2010 NIROC Core Area Building Footprints

Harrison

Shelby

Pottawattamie  
County  
957.92 Sq Mi

Douglas County  
339.54 Sq Mi

Sarpy County  
247.09 Sq Mi

Cass County  
565.91  
Sq Mi

Saunders

Montgomery

Mills

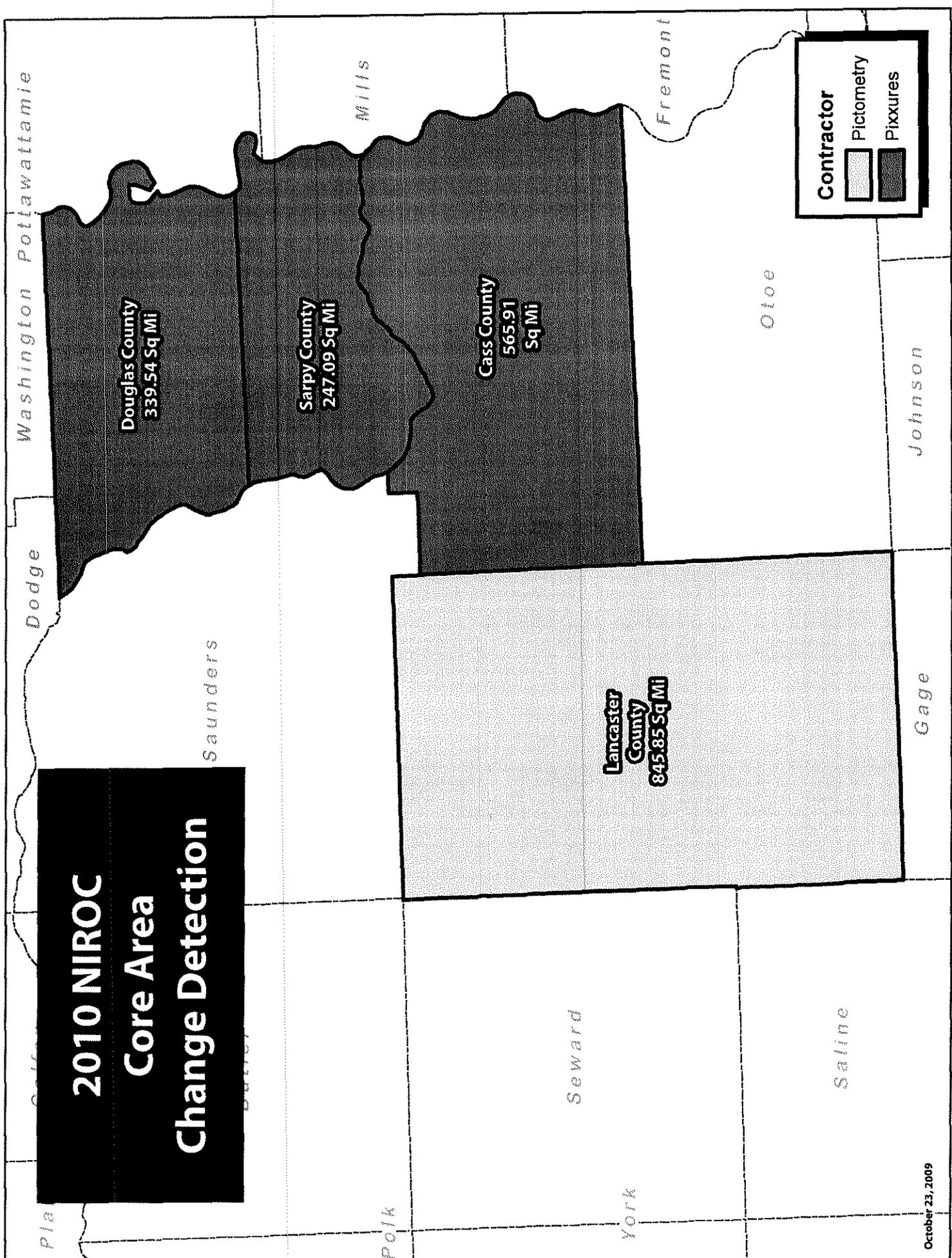
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Fremont

Otoe

Lancaster

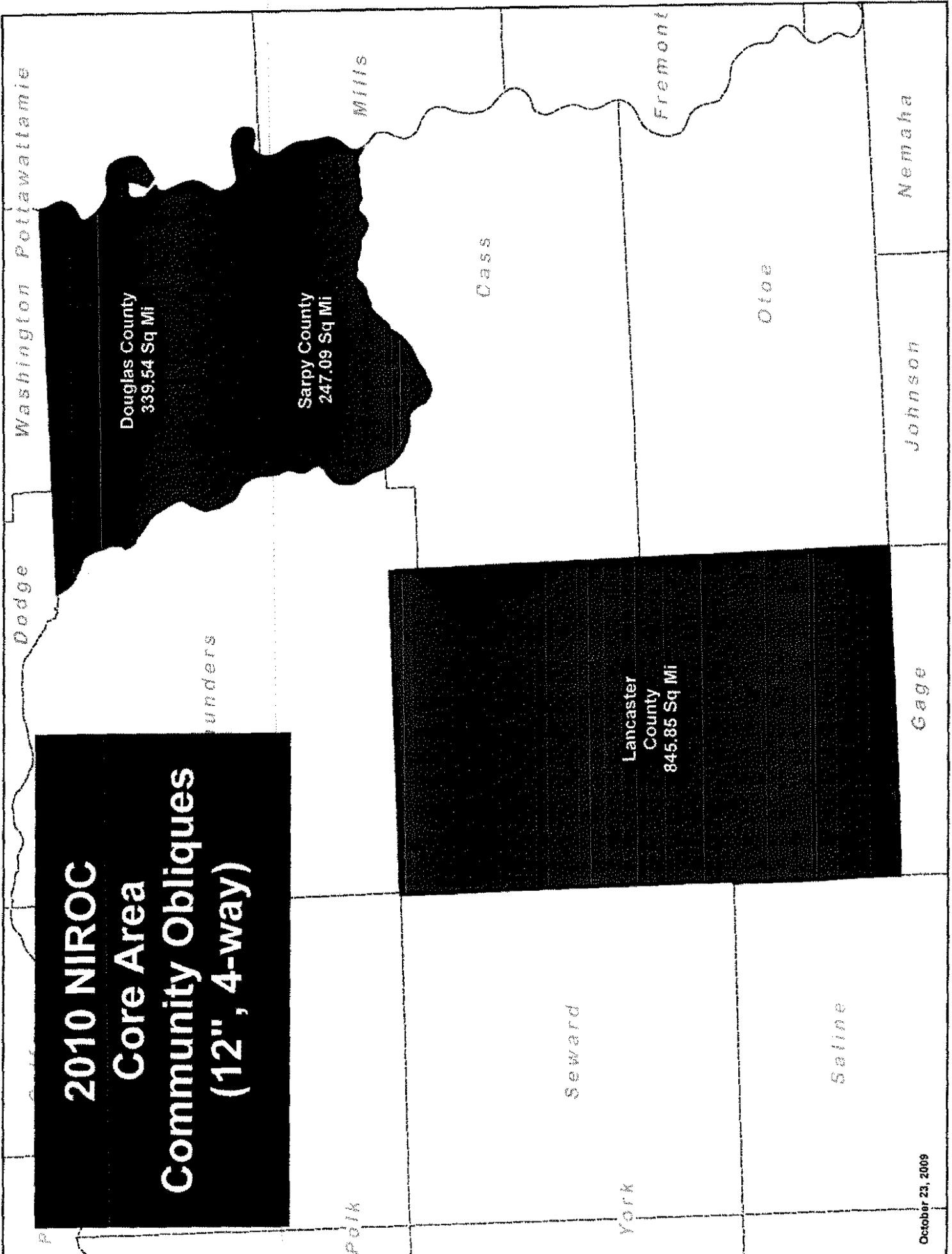
# 2010 NIROC Core Area Change Detection



**Contractor**

	Pictometry
	Pixures

**2010 NIROC  
Core Area  
Community Obliques  
(12", 4-way)**

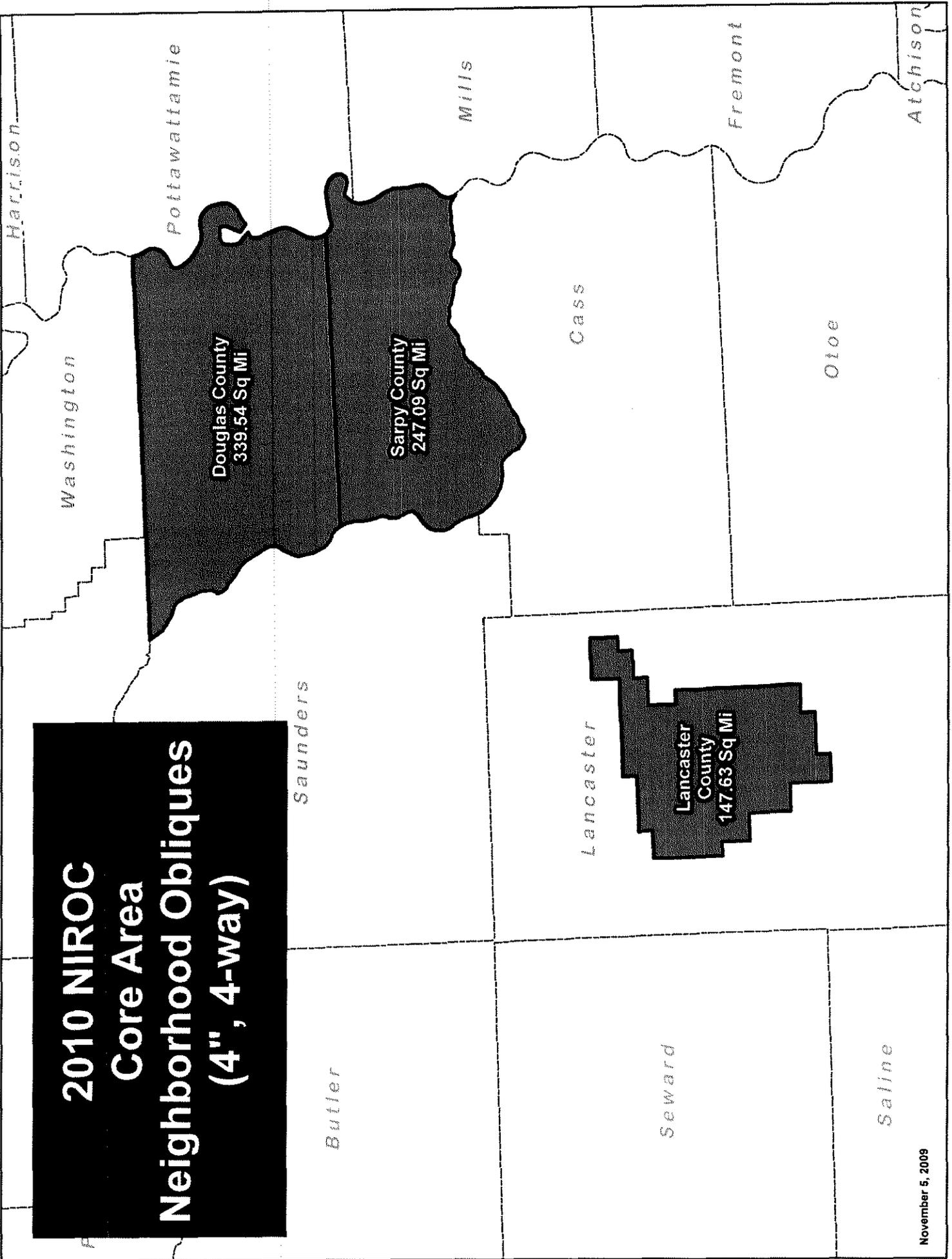


Douglas County  
339.54 Sq Mi

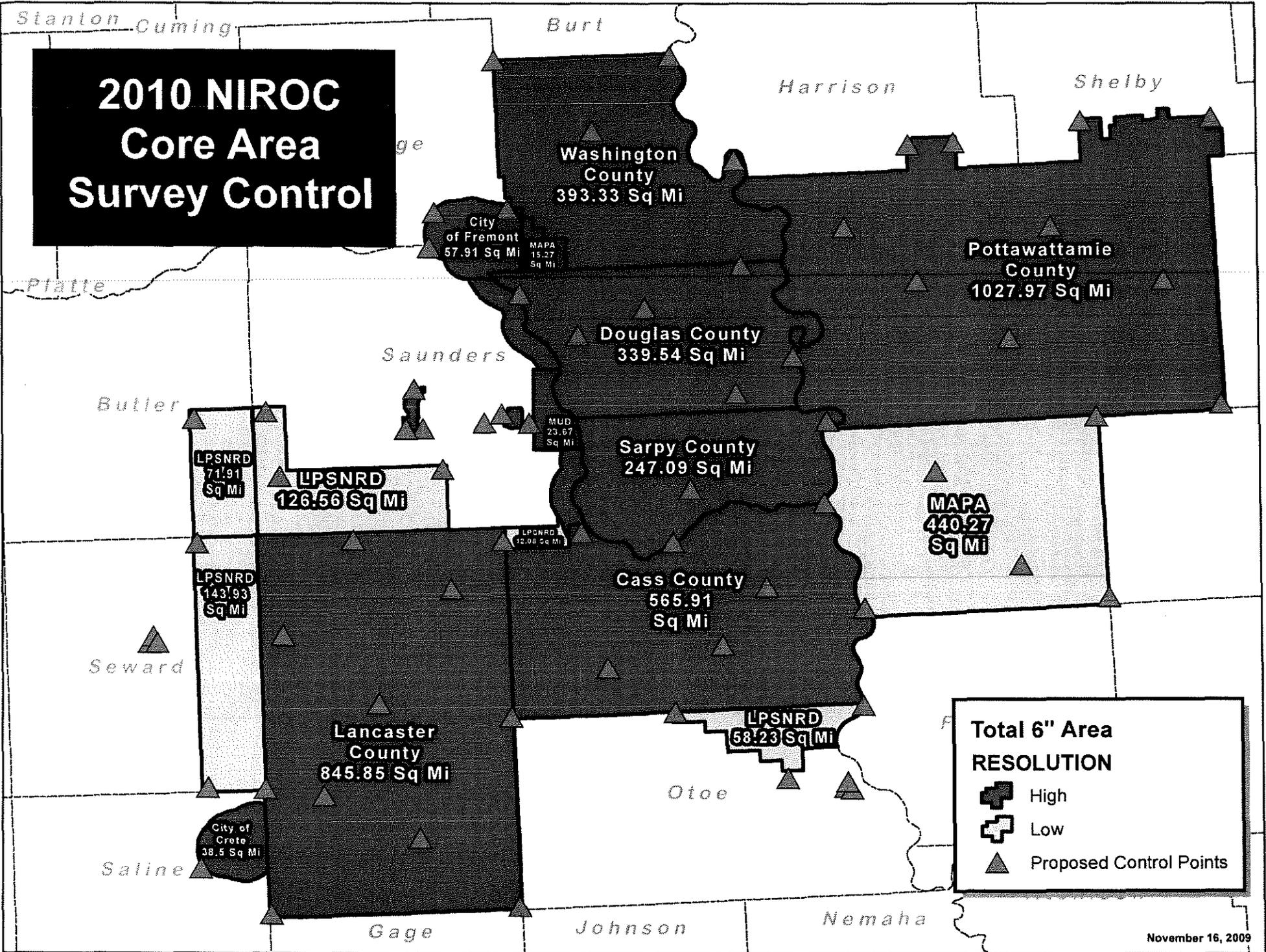
Sarpy County  
247.09 Sq Mi

Lancaster  
County  
845.85 Sq Mi

**2010 NIROC  
Core Area  
Neighborhood Obliques  
(4", 4-way)**



# 2010 NIROC Core Area Survey Control



**Total 6" Area**  
**RESOLUTION**

- High
- Low
- Proposed Control Points

AN AGREEMENT BETWEEN THE OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY, AND SARPY COUNTY NEBRASKA TO OBTAIN DIGITAL MAP PRODUCTS FOR THE REGION

THIS AGREEMENT made and entered into this 25<sup>th</sup> day of January, 2010 by and between the Omaha-Council Bluffs Metropolitan Area Planning Agency (hereinafter called MAPA), and Sarpy County Nebraska.

WITNESSETH:

WHEREAS, a group of agencies from Eastern Nebraska and Western Iowa (Nebraska-Iowa Regional Orthophotography Consortium), hereinafter called the NI-ROC, and MAPA officials have mutually agreed the NI-ROC area will benefit from the mapping products to be obtained and have determined that such products can be acquired at a lower cost through a joint mapping effort than if acquired by individual agencies.

WHEREAS, the NI-ROC and MAPA officials have further determined that the mutual sharing of all products obtained under this agreement, as well as other non-proprietary digital data already owned by NI-ROC members, benefits all NI-ROC agencies

NOW, THEREFORE, the parties do agree that:

I.  
PURPOSE

The purpose of this agreement is to provide for the funding and administration of a Mapping Project (hereinafter called the Project). The project shall be undertaken by the Firm of Pixxures, Inc.

II.  
STEERING COMMITTEE

A Steering Committee shall be formed, which shall be made up of at least five representatives of the NI-ROC members, and which shall be responsible for guiding the conduct of the Project, and deciding whether to accept the finished products of the Project Contractor. The Steering Committee shall select a Project Manager who will be the point of contact between MAPA and Pixxures, Inc. The Steering committee will provide general direction relating to Project contract administration; such direction will be carried out by the Project Manager. The Steering Committee will provide staff resources necessary to review the Mapping Products and to distribute and install the products for NI-ROC members.

III.  
SCOPE OF SERVICES

The scope of services to be performed or procured pursuant to this agreement will be as described in the Contract between MAPA and Pixxures, Inc. The work shall include obtaining aerial photography for the contiguous area of Cass, Dodge, Douglas, Lancaster, Sarpy, Saunders and Washington Counties, in Nebraska and Mills and Pottawattamie Counties in Iowa. The counties of Douglas, Sarpy, Cass and Lancaster and Pottawattamie Counties will receive updates to its existing building footprints. The counties of Douglas, Sarpy, and Lancaster will also receive Oblique imagery, LiDAR and change detection. The Contractor will produce digital orthophotos and other digital mapping products, as further specified in the Contract, within the mapping area.

IV.  
METHODS AND PROCEDURE

The work program developed by the Steering Committee shall be performed by Pixxures, Inc., Merrick, Inc. and Pictometry, Inc who are recognized to have expertise in the field of this endeavor. MAPA shall enter into the contract with Pixxures, Inc. for completion of the contemplated work. No contract shall be signed with Pixxures, Inc. until MAPA and the NI-ROC members have executed this Interlocal Agreement. After completion of the Project by Pixxures, Inc. each party to this Agreement shall receive a copy of the Digital Mapping Products which may be used for whatever purpose they desire.

V.  
FEES, RECORDS, PAYMENT

MAPA shall make payment in response to the billings by Pixxures, Inc.

Pixxures, Inc. shall provide regular progress reports which shall be available to all NI-ROC members via the internet. An account of Project billings and payments by MAPA shall be made available to NI-ROC members upon request.

MAPA shall bill Sarpy County as agreed upon as shown in attachment A. Sarpy County shall pay MAPA a total amount of \$86,375 over a period of two fiscal years. Payments will be made within 30 days of receipt of bill.

VI.  
ADMINISTRATION

Administration of the Project shall be the responsibility of MAPA. The Steering Committee shall review payment decisions made by MAPA before payment is made to Pixxures, Inc. Payment may be withheld if, in the opinion of the Steering Committee, Pixxures, Inc. has not properly performed or documented the services for which the billing has been made, or if said services are not within the approved scope of services.

VII.  
DURATION

This Agreement shall remain in full force and effective until December 31, 2010, unless the Project contemplated by this Agreement has been fully performed to the satisfaction of MAPA and the NI-ROC prior to that date, in which case, the Agreement will terminate upon the completion of the Steering Committee's duties. This Agreement may be extended past December 31, 2010, upon the mutual agreement of all parties to this Agreement, if it is necessary for completion of the Project contemplated by it.

VIII.  
NON-DISCRIMINATION

The parties to this Agreement shall not, in the performance of this Agreement discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, disability, political or religious opinions, affiliations or national origin.

IX.  
APPLICABLE LAW

Parties to this Agreement shall conform with all existing and applicable local ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.

X.  
STRICT COMPLIANCE

All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from an authorized representative.

XI.  
MERGER

This Agreement shall not be merged into any other oral or written contract, lease or deed of any type. This is the complete and full agreement of the parties.

XII.  
MODIFICATION

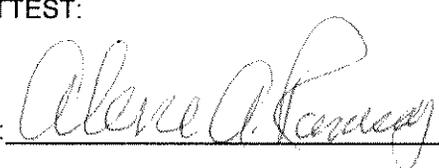
This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties.

In WITNESSETH WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their duly authorized representative.

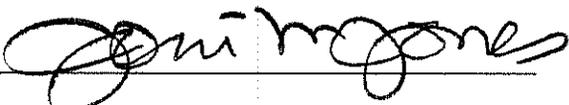
OMAHA-COUNCIL BLUFFS  
METROPOLITAN AREA PLANNING AGENCY

BY:   
Chairman

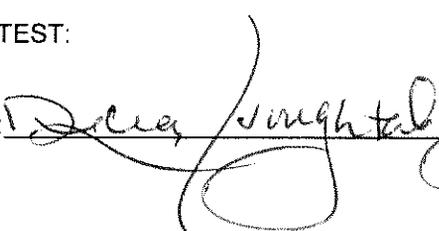
ATTEST:

BY:  1/25/10  
Date

SARPY COUNTY

BY: 

ATTEST:

BY:  1/2/2010  
Date

# Attachment A - 2010 NIROC Funding Partners

	2010
Agency	Funding
Douglas County	\$ 180,000
City of Omaha	\$ 60,000
Sarpy County	\$ 86,375
Washington County	\$ 25,000
City of Blair	\$ 8,000
Pottawattamie County	\$ 120,000
Mills County	
Cass County	\$ 59,000
City of Lincoln/Lancaster County	\$ 427,000
City of Fremont	\$ 10,000
City of Wahoo	\$ 1,000
City of Crete	\$ 5,500
Papio Mo River NRD	\$ 50,000
MAPA	\$ 100,000
Omaha Airport Authority	\$ 10,000
Lower Platte North NRD	\$ 4,000
Lower Platte South NRD	\$ 30,000
MUD	\$ 10,000
NDOR	\$ 30,000
NEMA	\$ 10,000
NHHS	\$ 2,500
IDOT	\$ 5,000
USGS	\$ 275,000
Total	\$ 1,508,375