

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AUTHORIZING AGREEMENT WITH JEO CONSULTING GROUP, INC. FOR PROFESSIONAL SERVICES TO COMPLETE A SMALL AREA LAND USE MASTER PLAN

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104 (Reissue 2012), 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 2012), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, Sarpy County desires to enter into an agreement ("Agreement") with JEO Consulting Group, Inc. for professional services in developing a small area Land Use Master Plan for the vicinity generally bounded by Highway 370 to the north, Interstate 80 to the west, Capehart Road to the south and 132nd Street to the east, a copy of the agreement is attached hereto; and,

WHEREAS, the Agreement is for services that are unique, non-competitive and professional; and,

WHEREAS, entering into the Agreement with JEO Consulting Group, Inc. is in the best interests of the citizens of Sarpy County.

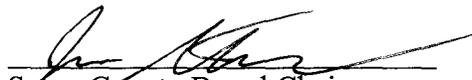
NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the Chairman of this Board, together with the County Clerk, is hereby authorized to execute on behalf of this Board the Agreement for professional services with JEO Consulting Group, Inc., a copy of which is attached, and any other related documents, the same being approved and adopted by the Board.

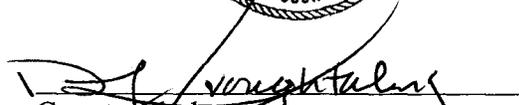
The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 25th day of February, 2014.

Attest

SEAL




Sarpy County Board Chairman


County Clerk

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE SUITE 1220
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Asst. Purchasing Agent
(402) 593-4164
Beth Garber, Senior Buyer/Contract Administrator
(402) 593-4476
Lois Spethman, Supply Clerk/Purchaser
(402) 593-2102

MEMO

To: Sarpy County Board of Commissioners
From: Beth Garber
Re: Agreement for Small Area Land Use Master Plan

On February 25, 2013 the Board will be asked to approve the attached agreement with JEO Consulting Group for the completion of a small area land use master plan. The area incorporated into the master plan will be generally bounded by Highway 370 to the north, Interstate 80 to the west, Capehart Road to the south and 132nd Street to the east. As part of the small area master plan, JEO will finalize a conceptual land use configuration (including possible development parcel layouts); analyze transportation and utility systems needs for the area; review the County's existing zoning regulations within the area and develop design guidelines for future development; and, provide updated GIS mapping.

The County Planning Director has been working in conjunction with the Sarpy County Economic Development Corporation (SCEDC) and area cities to determine how to best market and develop this area to meet the future business park needs of the region. Due to increased interest in the area since the announcement of the Traveler's Data Center project, staff has recommended moving forward with this small area study now to be ready for development. The resulting small area plan would be adopted upon completion as part of the County's current comprehensive plan and zoning regulations in order to deal with more immediate development interest. It will also be incorporated into the larger County-wide comprehensive plan update that will be prepared later this year, thus eliminating the need to address it again at that time.

The lump sum fee for the project is \$19,875.00. The cost will be shared between the Planning Department and Public Works Department's budgets and the SCEDC has agreed to contribute \$5,000 towards the project.

Please feel free to contact me or Bruce Fountain with any questions.

February 20, 2014



Beth Garber

cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Bruce Fountain



Date: February 21, 2014

TO: Sarpy County Board of Directors

FROM: Toby S. Churchill, Executive Director, Sarpy County EDC

RE: Support for Hwy 50 Corridor Study

Sarpy County Economic Development Corporation is in support of a land use study for Highway 50 to assist in the long term development of that corridor from Highway 370 south to Capehart Road. This study would be incorporated into a future comprehensive plan by Sarpy County.

Upon the successful attraction/location of Travelers' \$250 million, 190,000 s.f. data center s.f. last fall SCEDC met with Sarpy County officials to discuss "data center sprawl" after Travelers purchased 140 acres at Hwy 50 and Schram Road with no specific plans to build other structures on the site.

I believe that the consensus was that we need more control over the density of these types of large buildings in relationship to the site size. To take that to another step we discussed master planning a significant large tract of land along the corridor for future fully-developed/shovel-ready sites for industrial and service oriented projects. We currently are in the process a securing an option agreement on a site located in the Hwy 50 corridor to replace the site that we sold to Travelers. We currently have a high demand for industrial sites but no inventory. Two of our top shovel-ready sites were recently purchased (49 acre and 15 acre) for the construction of large warehouse distribution centers by Sergeant Pet Food Products (350,000 s.f.) and Republic National (230,000 s.f.).

Our successes have lead us to this point wherein we need to move forward now on the plan to study the Highway 50 corridor.



Form of Agreement between Owner and Planner

In this Agreement between the Owner:

Sarpy County, Nebraska
Planning Department
1210 Golden Gate Drive
Papillion, NE 68046
Phone: 402-593-1556
bfountain@sarpy.com

and the Planner:

JEO Consulting Group, Inc.
11717 Burt Street, Ste. 210
Omaha, NE 68154
Phone: 402-934-3680
Fax: 402-934-3681

Entered into 3/3, 2014.

For the following project (brief description):

Completion of a Land Use Master Plan consisting of the area depicted in Exhibit Attached. The area depicted is outside of local municipal control but the subject of independent inter-local agreements with the Cities of Gretna, Springfield, and Papillion.

The Owner and Consultant agree to the following:

SCOPE OF SERVICES:

Based on the project generally defined above, we propose to provide planning services required to comply with state regulations as follows. Please note that these services may run concurrently.

1) Project Kickoff:

- a) Establish a Project Advisory Committee consisting of representatives of the County and the local jurisdictions.
- b) Develop/confirm a proposed meeting schedule and public input process.
- c) Develop the base maps in ArcGIS format

2) Conceptual Master Plan:

- a) Review all existing information regarding the study area (County to provide applicable existing studies and engineering reports).
- b) Identify the natural and built environment constraints to development to be utilized in the base mapping.

JEO CONSULTING GROUP INC

11717 Burt Street | Suite 210 | Omaha, Nebraska 68154-1510 | p: 402.934.3680 | f: 402.934.3681

www.jeo.com

- c) Meeting with Project Advisory Committee to discuss what types of businesses they would like to see in the study area and initial findings.
- d) Develop one (1) conceptual land use configuration, utilizing GIS and CAD technology.
- e) Facilitate up to three (3) focus group meetings to review the conceptual land use plan and participate in a MAPA Growth Summit Meeting focusing on the subject area
- f) Provide two (2) draft concepts for the study area for use in determining the final plan based upon the input from the focus groups and the Advisory Committee's recommendations.
- g) Present and review the two draft concepts with the Advisory Committee and discuss design overlay criteria with the committee.
- h) Present and review the two draft concepts with stakeholders from the focus group meetings.
- i) Complete the Land Use Concept Plan to the Project Advisory Committee and stakeholders based upon their recommendation(s).
- j) Finalize conceptual land use configurations and major road system.
- k) Draft a final Conceptual Master Plan for acceptance by the Committee to be sent to the Planning Commission for their review and recommendation.

JEO has included the cost for up to three (3) meetings with the Project Advisory Committee, three (3) focus group meetings approximately one hour each, and attendance at the MAPA Growth Summit meeting for completion of the services defined in this section.

3) Overlay District:

- a) Analyze the County's existing Zoning Regulations
- b) Suggest an Overlay District with Design Standards to guide development of the study area based upon the existing Highway Overlay Design Standards for the County.
- c) Amend the existing Zoning Regulations to incorporate the new Overlay District.

JEO has included the cost for one (1) meeting with the Project Advisory Committee for completion of the services defined in this section.

4) Public Hearings:

- a) JEO will not attend the public hearing for Planning Commission and public hearing for the Board of Supervisors for the adoption of documents. Attendance at public hearings, if needed, shall be charged as additional services.

5) Deliverables:

- a) Up to 10 printed copies of the Land Use Master Plan.
- b) Electronic copy of Land Use Master Plan in Adobe PDF format.
- c) GIS shapefiles for all maps created.
- d) One 34" x 44" wall map of the Conceptual Master Plan for the Study Area.

TERMS AND CONDITIONS:

1) LUMP-SUM FEE

- a) JEO proposes to provide the services defined above for a lump sum fee of \$19,875.00

2) PAYMENTS

- a) Retainer: A retainer will not be required for this project.
- b) Progress Payments:

- i) JEO will bill for services completed near the beginning of each month. All invoices are due payable upon receipt and are considered delinquent after 30 days.
- ii) Invoices not paid within 30 days may be charged interest at the annual rate of 12%.
- iii) Payments will be applied first to interest then principal.
- iv) Work by JEO will cease if invoices have not been paid in full within 60 days and will not begin again until full payment with interest has been received.

3) REIMBURSABLE EXPENSES

- a) Typical reimbursable expenses are included in the lump-sum and include:
 - i) Mileage for trips required to complete the work defined above
 - ii) Long distance phone calls
 - iii) Meals
 - iv) Other travel expenses
 - v) Software
 - vi) Copies/prints
 - vii) Faxes
- b) Other reimbursable expenses shall be billed at 110% of their cost. (None are anticipated on this project at this time)

4) ADDITIONAL SERVICES

- a) For Additional Services, whether requested in writing or verbally by the Owner, work shall be completed at hourly rates as follows:
 - i) Planning Team Leader: \$180.00/hour
 - ii) Project Manager: \$135.00/hour
 - iii) Project Engineer \$150.00/hour
 - iv) Planner: \$ 90.00/hour
 - v) GIS Technician \$ 80.00/hour
 - vi) Clerical: \$ 68.00/hour
- b) Typical additional services include but may not be limited to:
 - i) Revisions to work completed other than revisions specifically defined above
 - ii) Development of additional maps or other documentation with information not specifically shown to be provided in this document
 - iii) Any requested increase in the scope of work

OWNERSHIP OF MATERIALS

- a) The County shall control all media releases or other public information related to the completion of this project.
- b) No report, map, or other document produced in whole or part under this agreement shall be the subject of a copyright application by the Consultants.
- c) The Consultant will not use the County's name or insignia, photographs of the work product, or any other County information pertaining to the Land Use Plan in any magazine, trade paper, newspaper, or other medium without the express written consent of the County.
- d) All confidential information, whether writings, recorded information, or stored information (including computer disks) shall be transferred to the County upon termination of this Agreement. Subject to the restrictions above, the Consultant may retain one copy of any documents, maps, photographs, drawings and specifications produced by the Consultant pursuant to this Agreement for information and reference in connection with this Agreement.
- e) The Work Product prepared by the Consultant shall be and remains the exclusive property of the County and may be used by the County for any purpose.

5) ASSIGNMENT

- a) The Consultant agrees that they are prohibited from assigning an interest in this agreement or delegating the performance of any of its duties hereunder without the written consent of the County which shall not be unreasonably withheld.

6) NONDISCRIMINATION

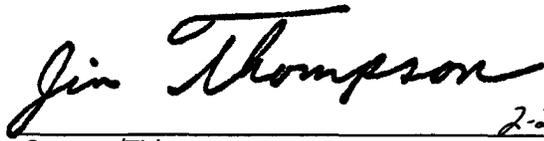
- a) In the execution of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, marital status, or receipt of public assistance.

7) CONTRACT TIME

The project is anticipated to be completed in 120 days from receipt of a notice to proceed. If the Basic Services covered by this Agreement have not been completed by December 31, 2014, through no fault of JEO, extension of JEO's services beyond that time shall be compensated as additional services.

8) ACCEPTANCE OF PROPOSAL

If the terms of the Proposal are acceptable to you, please sign the following as acceptance and indication that you are qualified to sign this agreement on behalf of the Owner. Further, your signature indicates that you are authorized to make future decisions as to the modification, extension or termination of this agreement.

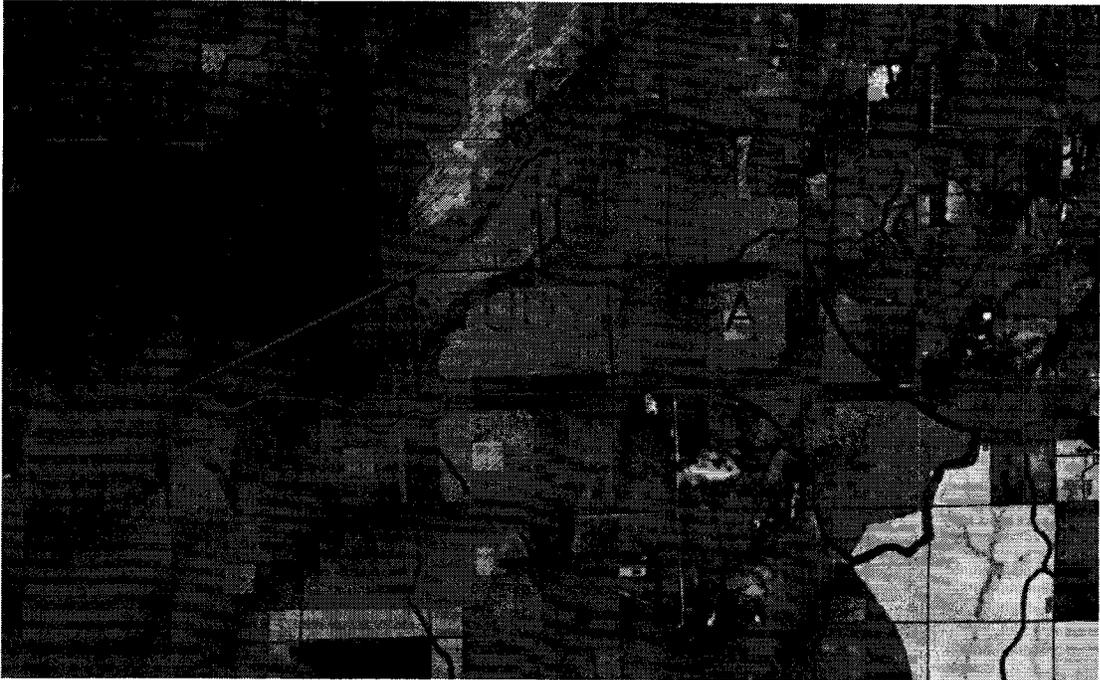


Owner /Title 2-25-14



Jeffrey B. Ray, AICP 3-3-14
Planning Department Manager
JEO Consulting Group, Inc.

EXHIBIT A
Sarpy County Land Use
Conceptual Master Plan



ADDENDUM

The undersigned contracting parties agree that the following residency verification language shall be incorporated into the "Form of Agreement between Owner and Planner".

"The Contractor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee."

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 25th day of February, 2014.

(Seal)



COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

ATTEST:


Sarpy County Clerk

 2-25-14
Chairperson
Sarpy County Board of Commissioners


Contractor 3/3/14

Approved as to form and content:


Deputy County Attorney