

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AUTHORIZING CHAIRMAN TO SIGN AN AGREEMENT WITH THE METROPOLITAN AREA PLANNING AGENCY REGARDING LOCAL MATCH FUNDING FOR THE DEVELOPMENT OF A JOINT LAND USE STUDY

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;

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103 (Reissue 2012), the powers of the County as a body are exercised by the County Board;

WHEREAS, the Metropolitan Area Planning Agency ("MAPA"), in collaboration with project partners, is currently preparing a grant application to conduct a Joint Land Use Study ("JLUS") as described in the attached letter;

WHEREAS, to conduct the study, MAPA has requested that Sarpy County provide \$5,000 towards the \$250,000 estimated costs for the JLUS;

WHEREAS, Sarpy County desires to enter into an agreement ("Agreement") with MAPA regarding local match funding for the development of the JLUS;

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

WHEREAS, entering into the Agreement with MAPA is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT this Board hereby approves and adopts the Agreement MAPA, a copy of which is attached hereto, and any other related documents, the same being approved and adopted by the Board.

BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk are hereby authorized to execute on behalf of this Board, the Agreement.

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 27th day of August, 2013.


Sarpy County Board Chairman

Attest
SEAL



County Clerk

Sarpy County Board of Commissioners

1210 GOLDEN GATE DRIVE
PAPILLION, NE
593-4155
www.sarpy.com

ADMINISTRATOR Mark Wayne
DEPUTY ADMINISTRATOR Scott Bovick
FISCAL ADMIN./PURCHASING AGT. Brian Hanson



COMMISSIONERS

Don Kelly District 1
Jim Thompson District 2
Tom Richards District 3
Brenda Carlisle District 4
Jim Warren District 5

Memo

To: Sarpy County Commissioners

From: Mark Wayne, County Administrator

Re: Agenda Item

Commissioners, on August 27, 2013 I have a Board agenda item authorizing the Chairman to sign an agreement with MAPA. The agreement commits Sarpy County to pay \$5,000 as a portion of the local match toward a \$250,000 Joint Land Use Study for the area surrounding Offutt AirForce Base. I have attached the Resolution, the agreement and a letter from Greg Youell which explains the purpose of the study.

Please contact me if you have questions.

August 27, 2013



Mark Wayne, County Administrator

AN AGREEMENT BETWEEN THE OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY
AND THE COUNTY OF SARPY REGARDING LOCAL MATCH FUNDING FOR THE DEVELOPMENT OF THE
JOINT LAND USE STUDY

This agreement is made and entered into this 27th day of August, 2013 by and between the Omaha-Council Bluffs Metropolitan Area Planning Agency (hereafter called MAPA) and the County of Sarpy.

WITNESSETH:

Whereas, a group of communities from eastern Nebraska and western Iowa and the MAPA officials have mutually agreed that the area will benefit from the development of a Joint Land Use Study Also known as a "JLUS" and hereinafter referred to as "Project." Therefore, the parties do agree that:

I.

PURPOSE

The purpose of this agreement is to provide for the funding and administration of the Project. The Project shall be undertaken by MAPA and a consultant to be procured at a later date.

II.

PROJECT COMMITTEES

A Policy Committee shall be formed consisting of the jurisdictions adjacent to Offutt Air Force Base and shall be responsible for guiding the conduct of the Project and deciding whether to accept the finished products of the Consultant. A Technical Committee(s) shall be formed consisting of the additional supporting jurisdictions and organizations as well as project stakeholders, and shall be responsible for working on the JLUS and advising the Policy Committee. MAPA staff shall act as the Project Manager and shall be the point of contact with the Consultant. Contract administration shall be carried out by the Project Manager (MAPA). The Policy and Technical Committees shall provide staff resources necessary to review the products.

III.

SCOPE OF SERVICES

The scope of services is to be performed as described in the contract between MAPA and Consultant. The work shall include gathering and analyzing base data and information on current and potential incompatible land use issues at Offutt Air Force Base and the surrounding areas including Bellevue, Nebraska; Sarpy County, Nebraska; and Mills County, Iowa. The consultant shall identify locations where land use conflicts exist and or have the potential to occur, where mitigation or prevention activities could be identified and implemented, and actions that will support the long-term viability of Offutt Air Force Base while at the same time support community growth and development. The results of the planning effort will produce project deliverables that will include the JLUS Final Report and Implementation Plan.

IV.

METHODS AND PROCEDURE

The work program (scope of work) developed by the Policy Committee shall be performed by the Consultant, who is recognized to have expertise in the field of this endeavor. MAPA shall enter into a contract with Consultant for completion of the Project. After completion of the Project by the Consultant, each Policy and Technical Committee member shall receive a copy of the final Plan as approved by the MAPA Board of Directors.

V.

RECORDS, FEES, AND PAYMENTS

Consultant shall provide to MAPA regular progress reports on the Project, which shall then be made available to each Policy and Technical Committee member. MAPA shall make payments in response to billings by Consultant within 45 days of the receipt of a bill. As the local match funding for this Project, the County of Sarpy, shall pay MAPA a total amount of \$5,000 no later than December 31, 2013.

VI.
ADMINISTRATION

Administration of the Project shall be the responsibility of MAPA, in coordination and cooperation with the Policy Committee.

VII.
DURATION

This agreement shall remain in full force and effective until June 30, 2015, unless the Project has been fully performed to the satisfaction of MAPA and the Policy Committee prior to that date. If necessary for completion of the Project, this agreement may be extended past June 30, 2015 with the consensus of the Policy Committee.

VIII.
NON-DISCRIMINATION

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

IX.
APPLICABLE LAW

The parties in this agreement shall conform with the existing applicable local ordinances/resolutions and the local/state/federal laws, rules, and regulations. Nebraska law will govern the terms and performance under this agreement.

X.
STRICT COMPLIANCE

The provisions of this agreement and each corresponding document shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from the MAPA Project Manager, in coordination and cooperation with the Policy Committee.

XI.
HOLD HARMLESS

Both parties indemnify, save and hold harmless the other party, and all its agents and employees of and from any and all claims, demands, actions or causes of action of whatever nature or character arising out of, or by reason of, the work to be performed by either party. Each party further agrees to defend, at its own sole cost and expense, any action or proceeding commenced for the purpose of asserting any such claim of whatever character arising as a result of its actions.

These Indemnification provisions are not intended to waive a Party's sovereign immunity. Each Party's liability is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act or other applicable provisions of law.

XII.
MERGER

This agreement shall not be merged into any other oral or written contract, lease, or deed of any type.

XIII.
MODIFICATION

This is the complete and full agreement of the participating parties. No representations were made or relied upon by any party other than those parties expressly set forth herein. No agent, employee, or other representative of any party is empowered to alter any of the terms herein except upon written direction from the MAPA Project Manager, in coordination and cooperation with the Policy Committee.

XIV.
RESIDENCY VERIFICATION

Pursuant to Neb. Rev. Stat. § 4-114 *et seq.*, each party shall 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, the parties here to have caused this instrument to be signed and sealed by their duly authorized representatives.

OMAHA-COUNCIL BLUFFS
METROPOLITAN AREA PLANNING AGENCY

ATTEST:

BY: [Signature] 9-3-13 BY: [Signature] 9-3-13
Executive Director Date Date

Jim Warren, Chair

Sarpy County Board of Commissioners [Signature]

ATTEST:

BY: [Signature] BY: 8/27/13
Date Date



Approved as to form:

[Signature]
County Attorney

Douglas County, NE
Bennington
Boys Town
Omaha
Omaha City Council
Ralston
Valley
Waterloo

Sarpy County, NE
Bellevue
Gretna
La Vista
Papillion
Springfield

Washington County, NE
Arlington
Blair
Fort Calhoun
Herman
Kennard
Washington

Mills County, IA
Emerson
Glenwood
Hastings
Henderson
Malvern
Pacific Junction
Silver City

Pottawattamie County, IA
Avoca
Carson
Carter Lake
Council Bluffs
Crescent
Hancock
Macedonia
McClelland
Minden
Neola
Oakland
Treynor
Underwood
Walnut

Bellevue Public Schools
Council Bluffs Airport
Authority
Council Bluffs Planning
Commission
Fremont Public Schools
Golden Hills Resource
Conservation & Development
District
Iowa Western Community
College
Metro Transit
Metropolitan Community
College
Metropolitan Utilities District
Millard Public Schools
Millard Suburban Fire District
Omaha Airport Authority
Omaha Housing Authority
Omaha Planning Board
Omaha Public Power District
Papillion / La Vista Public
Schools
Papio - Missouri River
Natural Resources District
Pony Creek Drainage
District
Ralston Public Schools
Valley Fire Protection
District #5

METROPOLITAN AREA PLANNING AGENCY

2222 Cuming Street, Omaha, Nebraska 68102-4328
Phone: 402.444.6866 Fax: 402.342.0949
Email: mapa@mapacog.org Web: mapacog.org



Jim Warren
Commissioner
Sarpy County
1210 Golden Gate Drive #1250
Papillion, NE 68046

July 23, 2013

Dear Mr. Warren:

The Metropolitan Area Planning Agency, in collaboration with project partners, is currently preparing a grant application to conduct a Joint Land Use Study (JLUS) for the area surrounding Offutt Air Force Base and the Base's missions and operations. The JLUS is a collaborative planning effort between active military installations, surrounding counties and cities, and other affected agencies that is funded through the Department of Defense Office of Economic Adjustment (OEA). The goal of the JLUS is to inform Offutt AFB and surrounding jurisdictions of current and future land uses surrounding military property and the Air Installation Compatible Use Zone (AICUZ).

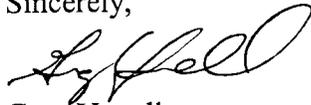
This study will identify any incompatible land uses between surrounding jurisdictions and Offutt Air Force Base and provide discussion of potential remediation in local planning processes. It will also provide direction Offutt AFB and Department of Defense on compatibility of current and future missions/installations on and around property. Pressures from incompatible civilian development can create restrictions on use of installations, ranges and training corridors. In addition, incompatible civilian development can threaten public safety, exposing population to artillery fire, aircraft noise, dust, and even accidents. This study will be mutually beneficial to Offutt Air Force Base and the surrounding communities by ensuring that they continue to enjoy a harmonious relationship, which also reduces the risk of future Base closure.

To conduct the study, ten percent in local matching funds is required. The total project cost is estimated to be \$250,000. We request that Sarpy County provide \$5,000 toward the requisite \$25,000. Matching funds are being requested from Mills County, the City of Bellevue, the City of La Vista, the City of Papillion, Omaha Development Foundation, Sarpy County EDC, and the Bellevue Chamber of Commerce. MAPA will provide administrative support for the project.

We intend to submit the application in early August and would like to have match commitments solidified by that date. OEA needs to have completed its review and obligated funding for the project by the end of the federal fiscal year, September 30, 2013. A formal Memorandum of Understanding (MOU) will follow this letter.

If you have any questions, please contact me at (402) 444-6866 ext. 220. Thank you for your consideration of this request and your continued partnership.

Sincerely,

A handwritten signature in black ink, appearing to read "G. Youell", written in a cursive style.

Greg Youell
Executive Director

5.4 District Recommendations

Appendix C (Community Character) focuses on individual assessments of Bellevue's districts. These recommendations are meant to address opportunities that could enhance the condition and character of each district. The district recommendations are listed in sequence and are designed to be implemented in order.

