

OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY  
2222 Cuming Street, Omaha  
(402) 444-6866

BOARD OF DIRECTORS MEETING  
Thursday, October 27, 2016  
1:30 p.m.

AGENDA

This meeting of the Metropolitan Area Planning Agency Board of Directors will be conducted in compliance with the Nebraska Statutes of the Open Meeting Act. For reference, the Open Meeting Act is posted on the wall of the Board Room.

- A. ROLL CALL / INTRODUCTIONS
- B. BOARD MINUTES of the September 29, 2016 meeting. (ACTION) [Item B](#)
- C. FINANCE COMMITTEE MINUTES of the October 19, 2016 meeting. (ACTION) [Item C](#)
- D. AGENCY REPORTS & PRESENTATIONS – (INFO)
  - 1. Executive Director’s Report
    - a. Monthly Report [Item D.1.a](#)
    - b. Quarterly Report
  - 2. Heartland 2050 Report
- E. PUBLIC COMMENTS – See Footnote
- F. CONSENT AGENDA – (ACTION)

Any individual item may be removed by a Board Member for special discussion and consideration. Unless there is an exception, these items will be approved as one with a single vote of the Board of Directors.

The Board will consider approval of Consent Agenda items listed below.

- 1. CONTRACT FINAL PAYMENTS –
  - a. Benesch - \$16,126.19 [Item F.1.a](#)
  - b. Olsson Associates – Platteview Road - \$124.79 [Item F.1.b](#)

G. OLD BUSINESS

1. FY 2017 – 2020 TRANSPORTATION IMPROVEMENT PROGRAM (TIP) AMENDMENT – (ACTION)

The Board will consider approval of amendments to the FY 2017 – 2020 TIP. [Item G.1](#)

2. 2040 LONG RANGE TRANSPORTATION PLAN (LRTP) AMENDMENT #4 – (ACTION) [Item G.2](#)

The Board will consider approval of an amendment to the LRTP for a City of Omaha project adjustment.

3. PUBLIC PARTICIPATION PLAN (PPP) UPDATE – (ACTION) [Item G.3](#)

The Board will consider for approval a 45-day public comment period on the LRTP amendment process in the PPP.

4. PERSONNEL POLICY AND SALARY SCHEDULE – (ACTION)

a. Policy Update for new Fair Labor Standards Act (FLSA) regulation [Item G.4.a](#)

b. Half day Holiday Leave for Christmas Eve [Item G.4.b](#)

The Board will consider changes listed above (Item G.4.a and G.4.b) to the personnel policy much of which triggered by changes in the FLSA minimum salary for exempt employees.

c. Salary Schedule [Item G.4.c](#)

The Board will consider changes in the salary schedule and available job categories.

H. NEW BUSINESS

1. NEW CONTRACTS – (ACTION)

The Board will consider approval of the new contracts listed below.

a. City of Omaha Grant for Heartland 2050 – \$20,000.00 [Item H.1.a](#)

b. City of Council Bluffs Para Transit – \$75,157.00 [Item H.1.b](#)

c. Florence Home Para Transit – \$43,972.00 [Item H.1.c](#)

2. HEARTLAND 2050 (H2050) MINI-GRANT POLICY GUIDE AND PROJECT SELECTION PROCESS – (ACTION)

The Board will consider approval of the H2050 Mini-Grant Policy Guide and Project Selection process for the H2050 implementation projects using Surface Transportation Program Block Grant (STPBG) mini-grant sub-allocation. [Item H.2](#)

I. ADDITIONAL BUSINESS

a. Paperless Board Meetings – (INFO)

J. EXECUTIVE SESSION FOR PERSONNEL ISSUES

K. ADJOURNMENT

**Future Meetings:**

Finance Committee: Wednesday, November 30, 2016

Board of Directors: Thursday, December 8, 2016

Council of Officials Meeting: January 11, 2017 – Time & Location TBD

\* Individuals interested in addressing the MAPA Board of Directors during the Public Comment period about agenda items should identify themselves by name and address before speaking. Individuals interested in addressing the MAPA Board of Directors regarding non-agenda items must sign the request to speak list located in the Board Room prior to the beginning of the meeting.

Requests to speak may also be made to MAPA in writing by regular U.S. mail or email ([mapa@mapacog.org](mailto:mapa@mapacog.org)) provided that requests are received by close of business on the day prior to the meeting. Speakers will be limited to three minutes. The presiding officer shall have authority to limit discussion or presentation by members and non-members of the Board of Directors or to take other appropriate actions necessary to conduct all business in an orderly manner.



**OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY  
BOARD OF DIRECTORS REGULAR MEETING**

Minutes  
September 29, 2016

The Board of Directors met at the MAPA offices, 2222 Cuming Street, Omaha. Chairwoman Sanders called the meeting to order at 1:30 p.m.

A. ROLL CALL/INTRODUCTIONS

Members/Officers

Present

Patrick Bloomingdale	MAPA Secretary/Treasurer, Douglas County
Clare Duda	Douglas County Commissioner
Doug Kindig	NE Small Cities/Counties Representative (Mayor, City of La Vista)
Ron Kohn	IA Small Cities/Counties Representative (Mills County Board of Supervisors)
Tom Richards	Sarpy County Commissioner
Rita Sanders	Mayor, City of Bellevue
Cassie Paben (Alt. rep Mayor Stothert)	Deputy Chief of Staff, City of Omaha
Matt Walsh	Mayor, City of Council Bluffs

Members/Officers Absent

Ben Gray	Omaha City Council
Tom Hanafan	Pottawattamie County Board of Supervisors

Guests

Brandie Neeman	Nebraska Department of Roads
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MAPA Staff

Christina Brownell	Sue Cutsforth	Melissa Engel	Karna Loewenstein
Greg Youell			

B. APPROVAL OF THE MINUTES of the August 31, 2016 meeting – (Action)

MOTION by Richards, SECOND by Paben to approve the minutes of the August 31, 2016 meeting of the Board of Directors.

AYES: Duda, Kindig, Kohn, Paben, Richards, Sanders, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

C. APPROVAL OF FINANCE COMMITTEE MINUTES AND REPORT – (Action)

Mr. Patrick Bloomingdale reported that the Finance Committee met on September 21, 2016 and approved bills for August, reviewed July financial statements and approved contract payments. Items were forwarded to the Board of Directors for approval.

MOTION by Kohn, SECOND by Walsh to approve the minutes of the September 21, 2016 Finance Committee meeting.

AYES: Duda, Kindig, Kohn, Paben, Richards, Sanders, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

Approved by \_\_\_\_\_  
Patrick Bloomingdale, Secretary/Treasurer

## D. AGENCY REPORTS

### 1. Build Nebraska Act Presentation – (Info)

Ms. Brandie Neeman, Nebraska Department of Roads, provided an update to the Board on the Build Nebraska Act. The Build Nebraska Act fully committed the first 10 years of a 20 year funding package. The Transportation Innovation Act was passed this year and provided an additional revenue source for infrastructure in the state. Kyle Schneweis, Director of NDOR, had conversations the Governor, stakeholders, community members, out-of-state DOT employees and wanted to gain insight on what the agency was doing right and what could be done better. Stakeholders and members of the public wanted to be more involved in the decision making process. These conversations helped the Department of Roads revise and rethink how capital improvement projects are selected. An Innovation Task Force was developed from representatives throughout the state, whom were appointed by the Governor, to help challenge NDOR to innovate new strategies. One piece was the project selection process and the prioritization for capital improvements. NDOR provided a basic proposal to the task force and established that the agency needed to develop a process that not only look at projects from the engineering side (using only a technical analysis to rank them against one another) but also need to include an economic assessment and include stakeholders to find out what they want and need. Highlights of the process:

- Over 2,000 Nebraskans participated in the Public Participation process.
- Over \$300 million is being invested in 8 construction projects
- Beginning design on 12 projects
- Beginning planning on 2 large projects, these projects improve safety, promote economic growth and expand the Expressway system
- 100% of the Expressway system will be in design, planning, or under construction

### 2. Monthly Report – (Info)

Mr. Greg Youell provided an update to the Board on MAPA activities for the month of September. In staffing, Ms. Lynn Dittmer has accepted a position with a consulting firm and her last day at MAPA will be October 20. Mr. Chuck Karpf has been meeting with communities to explore opportunities for housing projects. MAPA will be applying for the Nebraska Housing Trust Fund through N-DED next spring. MAPA has received strong interest from Waterloo, Valley, Blair and Herman for owner-occupied rehabilitation projects. The agency will be replying to an RFP from Council Bluffs to provide Home Inspection services on approximately 10-15 homes for CDBG rehab. The South Omaha Brownfields project close date is September 30, 2016. MAPA is exploring a partnership on a grant application to address workforce issues in the Brownfields area. MAPA would administer the grant, if awarded. MAPA has been working for a number of years with Whispering Roots and recently received word that they along with 75 North Corporation received a grant for \$315,000 from EDA to support their hydroponic agriculture system in North Omaha. MAPA intends to provide the administration to assist with that project. MAPA is working with Carson and Macedonia on Downtown Revitalization (DTR) applications and Hancock for a wastewater application. MAPA staff teamed up with UNO Center for Public Affairs Research (CPAR) and presented to DoCo Environmental Services to work a Comp Plan but were not selected. Mr. Youell provided an update on recent media and news coverage for 'Little Steps. Big Impact.' project. Mr. Youell and Mayor Sanders attended the NARC Conference in South Bend, Indiana.

### 3. Heartland 2050 Report – (Info)

Ms. Karna Loewenstein provided an update to the Board on Heartland 2050 (H2050) activities. H2050 has named Tim O'Brien, Director of Economic Development OPPD, to serve as vice-chair on the Executive Committee. Ms. Spellman is the current Chair and her two year volunteer period will expire June 30, 2017. Mr. O'Brien will take over as Chair in June 2017. Mr. O'Brien served as chair of the Infrastructure Committee. The Broadly Speaking event was held on September 15 with Zach Manheimer, twenty-two leaders under 40 gathered at the House of Loom to learn from Mr. Manheimer. They were encouraged to be active, get engaged as leaders and not be passive stakeholders. Due to severe weather, the evening event had a smaller turnout than expected with around 100 in attendance. Mayor Sanders suggested that it would be a great event to bring to each city. Ms. Loewenstein updated the Board on the upcoming trip to Salt Lake City in October. There will be 23 attendees and have a very diverse group (planning, public works, philanthropy, developments & engineering sectors etc). The team will be on the ground for two days and experience

public transit in Salt Lake City and hope to develop relationships that will further future collaboration and interaction with the team.

E. PUBLIC COMMENT –

None.

F. CONSENT AGENDA –

The Board considered Consent Agenda items listed below for approval.

1. Contract Final Payments – Douglas County GIS – NIROC Project - \$8,000
2. Contract Amendments – Heartland Family Services – Extension of Time

MOTION by Richards, SECOND by Duda to approve all items listed on the Consent Agenda.

AYES: Duda, Kindig, Kohn, Paben, Richards, Sanders, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED

G. OLD BUSINESS

1. TTAC Surface Transportation Block Grant Program (STPBG) Policy Guide Amendment – (Action)

Ms. Karna Loewenstein presented to the Board for approval an Amendment to the STPBG policy guide to include sub-allocation of funding to the Heartland 2050 program for projects submitted and approved annually through the TIP process. This allocation would seek funding for regional planning projects and programs for the implementation of strategies identified in the Heartland 2050 Action Plan. The funding is from STP, staff has worked with NDOR and IDOT to collaborate on the allocation, \$250,000 for Nebraska and \$80,000 for Iowa. A call for projects would be put out in 2016 and funds would be allocated based on a documented project selection process. Entities within the MPO would be eligible to apply. Projects would go through TTAC for recommendation and would then come to the Board for final approval. Mr. Richards asked if this funding was new or would come from existing projects. Mr. Youell clarified that this funding would be a set-aside from existing STP funds, Nebraska receives about a \$15 million allocation every year and currently has a balance of over \$50 million. Mr. Youell also explained to the Board that there is a major concern around the challenges of getting through federal-aid process and concerns around losing some of this funding in the future if unused.

MOTION by Paben, SECOND by Kohn to approve the STPBG Policy Guide Amendment.

AYES: Duda, Kindig, Kohn, Paben, Richards, Sanders, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

H. NEW BUSINESS

1. Conflict of Interest Disclosure Form – (Action)

Mr. Youell presented to the Board for approval the recommendation that each board member read and sign the Conflict of Interest Disclosure Form annually. Board Members would sign the form each year and agree to disclose any conflict of interest. Mr. Youell clarified to the Board that Ms. Jennifer Taylor (MAPA's Legal Counsel) defined a conflict of interest as something that impacts someone's personal interest or personal business.

MOTION by Kindig, SECOND by Duda to approve the recommendation that each board member read and sign the Conflict of Interest Disclosure Form for LPAs annually.

AYES: Duda, Kindig, Kohn, Paben, Richards, Sanders, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

I. ADDITIONAL BUSINESS

None.

J. DISCUSSION

None.

K. ADJOURNMENT

Chairwoman Sanders adjourned the meeting at 2:30 p.m.

METROPOLITAN AREA PLANNING AGENCY  
2222 Cuming Street  
Omaha NE 68102-4328  
Finance Committee  
October 19, 2016

The MAPA Finance Committee met October 19, 2016, in the MAPA conference room. Patrick Bloomingdale called the meeting to order at 8:30 a.m.

ROLL CALL

Members Present

Patrick Bloomingdale, Secretary/Treasurer  
Clare Duda, Douglas County  
Tom Hanafan, Pottawattamie County (8:40 am)  
Ron Kohn Mills County  
Carl Lorenzen, Washington County  
Tom Richards, Sarpy County

Staff

Natasha Barrett  
Melissa Engel  
Amanda Morales  
Greg Youell

A. Monthly Financial Statements

1. Bank Reconciliation (American National Bank) and Statements on Investments
2. Receipts and Expenditures
3. Schedule of Accounts Receivable/ Accounts Payable
4. Consolidated Balance Sheet
5. Program Status Report/Line Item Status Report

Ms. Engel presented the August financials and provided the committee with an updated Program Status Report/Line Item Status Report with revisions in the percentage to year to date budget column.

B. FOR FINANCE COMMITTEE APPROVAL

1. Contract Payments: (Action)

- a. Benesch – PMT #47 – \$10,124.74
- b. Benesch – PMT #48 - \$20,446.47
- c. Heartland Family Services – PMT #31 - \$2,419.79
- d. Olsson Associates – Platteview Road – PMT #28 - \$1,646.72
- e. Live Well Omaha – PMT #23 - \$3,144.75
- f. Live Well Omaha – PMT #4 - \$1,993.68
- g. Hamilton Associates – PMT #1 - \$4,325.00
- h. Pictometry – PMT #2 - \$174,150.00

Mr. Youell presented the contract payments. The Benesch payments are for work on the Brownfields Project through September 7, 2016. The Heartland Family Service payment is for their "Ways to Work" program for the month of August. Olsson Associates requested payment for their work on the Platteview Road Land Use and Corridor Study. The Live Well Omaha payments are for their work through October 8<sup>th</sup>, on the "Live Well Omaha Commuter Challenge" and Bike Safety Education Project. The Hamilton Associates payment is for their audit services through September 30<sup>th</sup> in connection with MAPA's FY 2016 fiscal year. Pictometry's payment is for services provided in FY 2017, this amount will be used as match for MAPA's FY 2017 federal funds.

Mr. Youell informed the committee that all exceptions had been cleared for Olsson Associates' contract payment on the Sarpy County Transit Study. The payment was moved from 2a. to 1i. on the agenda because exceptions notated on the original invoice were cleared between the posting of the agenda and this meeting.

- i. Olsson Associates – Sarpy County Transit Study – PMT #7 - \$12,351.94

MOTION Kohn SECOND by Lorenzen to approve the contract payments a. through i. as presented. MOTION CARRIED.

Mr. Bloomingdale asked for a motion to declare an emergency to consider an addition to the agenda of item 1j. contract payment for Envision Utah in the amount of \$5,000

MOTION Lorenzen SECOND by Duda to declare an emergency to consider the addition to the agenda item 1j. MOTION CARRIED.

Mr. Youell presented the Envision Utah payment related to the travel to Utah, which was approved by the MAPA Board in a previous month.



MOTION Duda SECOND by Richards to approve the \$5,000 contract payment to Envision Utah. MOTION CARRIED.

2. Contract Payments with exceptions:
  - a. Lovgren Marketing Group – PMT #6 - \$57,076.63
  - b. Lovgren Marketing Group – PMT # - \$27,981.63

Mr. Youell presented the Lovgren contract payments with exceptions for their work on the FY 2017 “Little Steps Big Impact Ozone Awareness Campaign” through September 2016.

MOTION Hanafan SECOND by Richards to approve the Lovgren contract payments with exceptions once all necessary documentation is received. MOTION CARRIED.

3. Year End Report
  - a. Replenishment of Official's Fund to \$15,000.00

Mr. Youell presented the annual report for replenishment of the official's fund. The dollar amount needed to replenish the fund to the annual amount of \$15,000 is \$10,905.16.

MOTION by Richards SECOND by Duda to recommend that the Board of Directors approve the replenishment of the officials fund to \$15,000. MOTION CARRIED.

C. RECOMMENDATION TO THE BOARD

1. Final Payments:
  - a. Benesch – \$16,126.19
  - b. Olsson Associates – Platteview Road - \$124.79

Mr. Youell presented the contract final payments for Benesch for work on the Brownfields project which was finalized in September, and to Olsson Associates for work on the Platteview Road Land Use and Corridor Study through October 8<sup>th</sup>.

MOTION Richards SECOND by Duda to recommend that the Board of Directors approve the contract final payments as presented. MOTION CARRIED.

2. New Contracts:
  - a. City of Omaha Grant for Heartland 2050 - \$20,000.00
  - b. City of Council Bluffs Para Transit - \$75,190.00
  - c. Florence Home Para Transit - \$44,290.00

Mr. Youell presented the new contracts. The City of Omaha grant for operating the Heartland 2050 project is effective for calendar year 2017. The City of Council Bluffs Para Transit and Florence Home Para Transit contracts are funded with Federal Transit Administration (FTA), 5310 funds for transportation of seniors and individuals with disabilities.

MOTION Hanafan SECOND by Duda to recommend that the Board of Directors approve the new contracts as presented. MOTION CARRIED.

3. Personnel Policy and Salary Schedule:
  - a. Policy Update for new FLSA regulation
  - b. Salary Schedule
  - c. Half day Holiday Leave for Christmas Eve

Mr. Youell presented the Personnel Policy and Salary Schedule as discussed at the September Finance Committee meeting. Many of these changes are a result of the new Fair Labor Standards Act regulation effective December 1, 2016.

MOTION Kohn SECOND by Duda to recommend that the Board of Directors approve the policy update for new FLSA regulation as presented. MOTION CARRIED.

MOTION Lorenzen SECOND by Duda to recommend that the Board of Directors approve the new salary schedule as presented. MOTION CARRIED.

MOTION Duda SECOND by Bloomingdale to recommend that the Board of Directors approve the half day holiday leave for Christmas Eve as presented. MOTION CARRIED.

E. DISCUSSION/INFORMATION

Mr. Duda recommended that the staff look at Nebraska's Open Meeting Act regulations to ensure that MAPA is operating within those regulations with respect to finance committee meetings.

F. OTHER

G. ADJOURNMENT

The meeting adjourned at 9:00 am and entered into executive session to discuss personnel issues.

MOTION Duda SECOND by Lorenzen to enter into executive session. MOTION CARRIED.

Executive session adjourned at 9:20 am.

**Metropolitan Area Planning Agency  
Transportation Planning Activities | Quarterly Progress Report**

**Reporting Period: September 19, 2016 – October 14, 2016**

**Transportation Forums (140) –**

Objective:

To provide a forum for coordination and cooperation between MAPA and agencies, organizations and stakeholders involved and interested in planning, designing, maintaining and providing transportation services.

Program Activity

- Held monthly meeting of the Transportation Technical Advisory Committee (TTAC) in September
- Prepared materials for the monthly meeting of the Transportation Technical Advisory Committee (TTAC) in October
- Attended MPO & RPA Quarterly meeting with Iowa DOT in Ames

<b>140</b>	<b>End Products</b>	<b>Schedule</b>
01	Transportation Technical Advisory Committee (TTAC) Meetings	Monthly
02	Nebraska Department of Roads (NDOR) Statewide MPO Meeting	Quarterly and Annually
03	Iowa Department of Transportation (Iowa DOT) MPO and RPA Meeting	Quarterly
04	Travel Demand Model Meeting	As Needed
05	Regional GIS Users Group	As Needed
06	Project Review Committee	As Needed

**Summit and Working Groups (150) –**

Objective:

MAPA will convene a semi-annual summit and several subcommittees or working groups around specific transportation-related topics.

Program Activity

- No activity this month.

150 End Products		Schedule
01	Transportation Summit and Working Groups	Fall 2015, Spring 2016
02	Project Review Committee comments to State and Federal agencies	Ongoing

**Technical and Policy Education (170) –**

Objective:

To provide ongoing technical and policy education for planning and research activities.

- Attended Moving Iowa Forward Conference hosted by Iowa Economic Development Authority and Iowa DOT in Des Moines

170 End Products		Schedule
01	Technical and Policy Education Events	Ongoing
02	Related Association Participation (NROC, IARC, NADO, NARC, etc.)	Ongoing
03	Professional Certifications and Memberships	Ongoing

**Public Forums and Workshops (180) –**

Objective:

To provide and support public forums and workshops that identify and discuss timely topics or special subjects of a regional significance.

Program Activity

- No activity this month.

180 End Products		Schedule
01	Public Events and Workshops	As Needed

**Policy and Administrative Forums (190) –**

Objective:

To maintain and coordinate policy and administrative forums. Work includes but is not limited to creating agendas, supporting materials, conduct meetings and communications with committee members.

Program Activity

- Reviewed invoices in advance of the October Finance Committee
- Held the Annual Meeting at the Baxter Conference Center in Bellevue.

190 End Products		Schedule
01	Board of Directors Meetings	Monthly
02	Finance Committee Meetings	Monthly
03	Council of Officials Meetings	Quarterly

**Short Range Planning (410) –**

Objective:

Develop and refine the short-range transportation planning process. Develop and maintain the TIP. Collect and maintain data (such as land use, population, employment, housing, and traffic) to analyze trends and growth patterns. Utilize and coordinate GIS and aerial photography activities. Assist local jurisdictions in the programming, funding, and delivery of transportation improvements including projects like B-Cycle. Develop and maintain performance measures to track progress toward regional goals.

Program Activity

- Developed materials for Amendment 1 to the FY 2017 Transportation Improvement Program
- Amended Project Selection Committee’s Surface Transportation Block Grant (STBG) Policy Guide to create Heartland 2050 Mini-Grant program

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- Coordinated with Nebraska Department of Roads to obtain latest city and county highway funding reports
- Continued development of Sole Source Justification letter for the CMAQ funded bike-share expansion project in coordination with the City of Omaha
- Participated in City of Omaha’s biannual bike count at various locations around the community

<b>410</b>	<b>End Products for Work Activities</b>	<b>Schedule</b>
01	TIP Development and Administration (FY 2018 – 2023)	Spring 2017
02	Transportation Funding Analysis	Ongoing
03	Local / State Projects and Activities	Ongoing
04	Traffic Data Collection and Analysis	Ongoing
05	Growth Monitoring and Data Analysis	Ongoing
06	GIS Activities	Ongoing
07	NIROC Aerial Photography	Spring 2016 – Spring 2018
08	Performance Measures	Fall 2018
09	Health and Safety Activities	Ongoing
10	ProSe-Com (FY 2018 TIP)	Fall 2016 – Winter 2017
11	TAP-C (FY 2018 TIP)	Fall 2016 – Winter 2017
12	Omaha Active Transportation Activities	Ongoing

**Long Range Planning (420) –**

Objective:

Conduct the long-range transportation planning process. Implement and maintain the regional LRTP. Develop medium and long-range growth forecasts / traffic simulations for the region. Create local and corridor-level planning studies. Support the development of Complete Streets and transportation activities recommended by the LRTP.

Program Activity

- Finalized draft of Technical Memorandum 2 for the 2050 Long Range Transportation Plan
- Held coordination meeting with state and federal partners to discuss long range transportation

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planning process and work completed to date

- Reviewed preliminary project prioritization for the Metro Travel Improvement Study (MTIS)
- Revised scope of work and budget for the Metro Omaha Bike Safety Education Project in coordination with Live Well Omaha
- Participated in Kick-Off Meeting for the development of the City of Omaha’s Complete Streets Street Design Guide
- Developed materials for stakeholder meetings for the Heartland Transportation Vision in coordination with Heartland 2050 staff
- Developed public meeting and online activities for the 2050 LRTP
- Conducted public meetings for the 2050 LRTP roadway prioritization
- Went to community partners to promote outreach for the 2050 LRTP roadway prioritization
- Worked with stakeholders to begin developing performance measures for the 2050 LRTP
- Wrapped up the Platteview Road Corridor Study part 1 and posted the final report on the MAPA website
- Produced route preference survey map for LRTP public comment

<b>420 End Products</b>		<b>Schedule</b>
01	LRTP Development and Administration (2050 LRTP)	Fall – Winter 2017 – 2018
02	Long-Range Planning Activities and Studies	Ongoing
03	Travel Demand Modeling	Ongoing
04	Population and Employment Forecasting	Ongoing
05	LUUAM	Ongoing
06	Bicycle / Pedestrian Planning Activities (Metro Bicycle Safety Education)	2016 – 2017
06	Bicycle / Pedestrian Planning Activities (Regional Bicycle / Pedestrian Plan)	Ongoing
06	Bicycle / Pedestrian Planning Activities (Multi-Modal Working Groups at Summits)	Semi-Annually
07	Passenger Rail Planning Activities	Ongoing
08	Freight and Goods Movement / Private Sector	Ongoing
09	Heartland 2050	Ongoing

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10	Metro Area Travel Improvement Study (MTIS)	Ongoing
11	Sarpy County Studies	December 2017
12	Platteview Road Corridor Study Phase 2	December 2017

**Public Participation Activities (430) –**

Objective:

Conduct public involvement activities in accordance with the Public Participation Plan (PPP) to effectively and continuously engage public input for the transportation planning process.

Program Activity

- Developed meeting materials for 2050 LRTP meetings and online survey tools
- Set up meeting times and locations for the 2050 LRTP
- Worked with community partner agencies to promote and distribute the public meeting information and online materials for the 2050 LRTP
- Held public meetings for the 2050 LRTP
- Set up meeting times and locations for the Pottawatomie County Transportation Plan
- Set up meeting times and locations for the Sarpy County Transit Study
- Worked with the consultant to develop meeting materials for the Sarpy County Transit Study
- Developed language to be included in the PPP for LRTP Amendments
- Attended and sponsored the Citizen Academy for Omaha’s Future meetings

<b>430 End Products</b>		<b>Schedule</b>
01	Public Participation Plan (PPP) (Maintenance and Revision)	Ongoing
01	Public Participation Annual (PPP) (Annual Activities Report)	Annually
02	Public Involvement and Engagement Activities	Ongoing
03	Citizen’s Academy for Omaha’s Future	Semi-annually
04	Civil Rights / Title VI Plan	Ongoing
04	Civil Rights / Title VI Plan (Annual DBE Goals)	2017
05	Citizen’s Advisory Committee (CAC)	Ongoing



**Transit and Human Service Transportation (440) –**

Objective:

To conduct and coordinate planning for mass transit and paratransit in the MAPA region.

Program Activity

- Participated in Infrastructure Committee meeting for the Dodge Street Bus Rapid Transit project lead by Metro Transit
- Held stakeholder meetings for Sarpy County Transit Feasibility Study
- Work with consultants and local agencies to develop public meetings for the Sarpy County Transit Study
- Worked to update 5310 rubric scoring to better reflect CTC member concerns
- Updated CTC voting and discussion procedure for votes concerning grants and funding allocation
- Answered calls and provided information to local non profits, paratransit agencies, and area hospitals on ride and mobility services provided in the area

<b>440 End Products</b>		<b>Schedule</b>
01	Transit Planning Activities	Ongoing
02	Coordinated Transit Committee (CTC)	Ongoing
03	Sections 5310 and 5307 Funding	Ongoing
04	Mobility Coordination	Ongoing
05	Central Omaha Bus Rapid Transit (BRT) / Urban Circulator	Fall 2018
11	Sarpy County Transit Study	June 2017

**Air Quality / Environmental (450) –**

Objective:

Improve air quality and take proactive measures to reduce environmental impacts and improve energy conservation as related to transportation.

Program Activity

- Worked with the consultant and community partners to develop LSBI survey
- Disseminated Little Steps Big Impact survey to multiple companies and organizations
- Completed air quality/ozone monitoring programs at Elkhorn and Omaha Public Schools

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- Participated in E15 launch event with Nebraska Governor plus Nebraska Ethanol and Corn Boards
- Attended wrap up meeting for the Commuter Challenge hosted by Live Well Omaha
- Worked with NDOR on the electric vehicle grant
- Reached out to Council Bluffs to determine their interest in installing electric vehicle charging stations in Iowa
- Delivered air quality/Little Steps Big Impact presentation to Nebraska Safety Council attendees

<b>450 End Products</b>		<b>Schedule</b>
01	Rideshare / Travel Demand Management (Website Administration)	Ongoing
02	Air Quality Activities (Little Steps. Big Impact)	2016 – 2017
02	Air Quality Activities (Alternative Fuel Education)	Ongoing
02	Air Quality Activities (Summit / Working Groups)	Annually
03	NCEA / Iowa Efforts (Electric Vehicle Infrastructure Grants)	2016 – 2017

**Iowa Regional Planning Affiliation (460) –**

Objective:

To provide administration for Iowa RPA-18 and develop a regional TIP and LRTP for Harrison, Mills, and Shelby counties and the non-urbanized portion of Pottawattamie County that can be integrated into the State Transportation Improvement Plan (STIP) and State Transportation Plan.

Program Activity

- Developed materials for the October meeting of the RPA-18 Policy & Technical Committees
- Attended RPA & MPO Quarterly meeting with Iowa DOT in Ames
- Continued development of Technical Memorandum 2 of the Pottawattamie County Transportation Plan and scheduled public meetings to gather input on needs

<b>460 End Products</b>		<b>Schedule</b>
461	Transportation Forums/Committee Administration	Ongoing
462	Transportation Planning Work Program	Spring 2017
463	Regional Transportation Improvement Program (RTIP) / Short Range Planning	Spring 2017

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464	Long Range Transportation Plan (LRTP) / Long Range Planning	Ongoing
465	Public Participation Plan (PPP) and Activities	Ongoing
466	Human Services Transportation Coordination	Ongoing
467	RPA Technical & Policy Education	Ongoing
468	RPA Related Association Participation	Ongoing
469	Pottawattamie County Transportation Plan	Winter 2016

**Congestion Management / Safety and Technology (470) –**

Objective:

Monitor traffic congestion levels in the region through the CMP. Promote a safe and efficient transportation system through the development of management, operations, safety, and technological strategies / solutions.

Program Activity

- Attended TSM quarterly meeting for safety and congestion
- Attended TIM monthly committee meetings with with NDOR and Iowa DOT
- Worked on MTIS congestion management analysis

<b>470</b>	<b>End Products</b>	<b>Schedule</b>
01	CMP	2016 – 2017
01	CMP (Summit / Working Groups)	Annually
02	TIM / MAMA / Plan Update	Ongoing / 2017
03	Regional ITS Architecture	Ongoing
04	Safety / Security Planning	Ongoing
04	Safety / Security Planning (Summit / Working Groups)	Annually
05	Traffic Signals / Technology	Annually

**Community Development Assistance (710) –**

Objective:

To provide technical assistance to jurisdictions in identifying community development needs and the resources to meet those needs.

Program Activity

- City of Crescent Comprehensive Plan final draft being reviewed. Reviewing zoning and subdivision ordinances with Planning Board.
- Working with Mills County on comprehensive plan update. Held a public open house. Also holding focus group meetings to discuss challenges and strengths of the County.
- Continuing CDBG administration for Walnut Downtown.
- Continued to conduct research and collect information for Macedonia Downtown Revitalization Application.
- Continued to conduct research and collect information for Carson Downtown Revitalization Application.
- Closing out Brownfields project.
- Working with Community Improvements to Increase Economic Stability (CITIES) Program on program administration. Submitting an Iowa West application for 6 new projects.
- Working with Carter Lake on funding options for sewer improvements. Working to complete an LMI study for CDBG funding.
- Working on Treynor Comprehensive Plan process.
- Coordinate meetings and working with Gretna on potential H2050 Mainstreet Tool Kit.
- Researching funding for Mills County Tails.
- Working to complete Environmental Assessment for Walnut's proposed well construction project.
- Continued environmental review process for CDBG re-use loan project in Blair.
- Participated in first TAC meeting for JLUS. Completed draft of bylaws. Prepared for second Joint PC/TAC meeting
- Attended Military TAG meeting.
- Attended Military TAG Mission Retention and Attraction Sub-Committee Meeting
- Attended Historic Preservation Workshop in Avoca.
- Attended CDBG application workshop in Ankeny, IA.
- Attended Davis-Bacon Workshop in Ankeny, IA.
- Attended land use law workshop in Omaha.
- Discussed Brownfields Workforce Development/Job Training grant opportunity with EPA and possible project partners.
- Prepare information for Gretna DTR Phase 1 site visit
- Gather information for Hancock CDBG Sewer Application

Objective:

To provide technical assistance to jurisdictions to identify economic development needs and the resources to meet those needs.

Program Activity

- Continued working with Neola to understand senior housing needs.
- Completed Council Bluffs housing inspection and bid specification services RFP for city's renovation program.
- Met with Waterloo on possibility of implementing housing rehabilitation program.
- Attended NIFA (NE) Workforce Housing Forum.
- Attended Blair USDA/NIFA housing meeting.
- Attended regional housing development meeting.

**Heartland 2050 Regional Vision (730) –**

Objective:

To oversee Implementation of the Heartland 2050 Regional Vision project, moving the work forward through development of a committee structure, hosting semi-annual summits, convening workgroups to select and complete projects and developing metrics to measure and show progress.

Program Activity

- Convened and facilitated Chairs/Vice Chairs Roundtable 9/30/16
- Convened and facilitated Infrastructure Implementation Committee 10/5/16
- Presented H2050 Action Plan to Council of Officials for final approval Approved 10/5/16
- Convened Quarterly Executive Committee meeting
- Finalized details and team for Salt Lake City Learning Visit 10/19-10/21
- Convened and facilitated quarterly Local Foods Council meeting
- Elected Co-Chairs for Local Foods Coordinating Council
- Continued working on Speaker Series event planned for November 2016
- Formulating plans for Regional Long Range Transportation plan public involvement efforts in November 2016
- Presented Heartland 2050 at the IN the Neighborhood Conference
- Submitted Sustainable Communities Institute grant on behalf of Omaha Healthy Kids Alliance
- Assisted on EPA Brownfields training grant proposal
- Created draft for Mini Grant application process and scoring rubric for TTAC review
- Continued meetings with The New BLK on designing a promotional brochure for Close the Gap
- Named a new Chair to Infrastructure Committee - Kyle Anderson
- Filled vacancies, confirmed appointments, and added new members to Executive Committee for 2016-2017

**Revolving Loan Funds (760) –**

Objective:

To administer CDBG re-use funds on behalf of local jurisdictions in Douglas, Sarpy and Washington counties, and to oversee MAPA Nonprofit Development Organization Revolving Loan Fund.

Program Activity

- Continued administration of MAPA Nonprofit Development Organization Revolving Loan Fund program.
- Continued to service CDBG re-use loan made to KB Quality Meats, LLC in Blair; 22 of 84 monthly payments have been received.
- Attended public hearing on 9/27/16 during Blair City Council meeting to report on proposed use of CDBG re-use funds for a private business loan. MAPA will service an approved \$50,000 CDBG re-use loan to Sterling Ambitions, LLC; loan funds are for working capital to open an Ace Hardware franchise in Blair.

**Management Assistance (790) –**

Objective:

To provide management and administrative assistance to member jurisdictions such as Personnel Policies, Job Descriptions, etc.

Program Activity

- No activity this month.

**Publications (810) –**

Objective:

Publicize MAPA activities and accomplishments to member jurisdictions, state and local officials and the public.

Program Activity

- Sent 2016 Annual Report to printer for publishing and mailing
- Drafted Annual Council of Officials Dinner Meeting program, created slide show and award presentation
- Began creating and gathering content for September/October edition of “What’s Happening” newsletter

<b>810 End Products</b>		<b>Schedule</b>
01	Newsletter	Bi-monthly

## MAPA Monthly Progress Report | September 2016 – October 2016

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02	Annual Report	October 2017
03	Regional Officials Directory (Update)	Spring 2018
04	Product Development	Ongoing

### **Public Information and Communications (840) –**

#### Objective:

Provide transportation-related data to public and private sector representatives.

#### Program Activity

- Published public notices for Annual Council of Officials dinner meeting, MAPA Committee and Board October meetings, 2050 LRTP outreach events and Heartland 2050 Executive Committee
- Wrote and disseminated news releases regarding MAPA Council of Officials Annual Awards and 2050 LRTP outreach events
- Posts to social media platforms and website regarding MAPA projects

<b>840 End Products</b>		<b>Schedule</b>
01	Transportation Information	Ongoing
02	Libraries	Ongoing
03	Website and Social Media	Ongoing

### **Transportation Program Administration (940) –**

#### Objective:

Provide for efficient administration of MAPA's Transportation programs.

#### Program Activity

- Developed materials and coordinated with local agency to submit revision 1 of the UPWP for approval by NDOR
- Reviewed all invoices and progress reports for contracts and pass through agreements for the transportation program
- Conducted transportation team staff meetings
- Prepared 5310 grants for Council Bluffs and Florence Home

940 End Products		Schedule
01	Program Administration	Ongoing
02	Contracts	Ongoing
03	Unified Planning Work Program (UPWP)	Ongoing
04	Agreements	Ongoing
05	Certification Review Action Plan	Ongoing

**Employee Benefit Administration (970) –**

Objective:

Provide management of agency benefits, retirement, health and life insurance program.

Program Activity

- Held brown bag lunch to learn about MAPA’s retirement plan offerings and tools available to plan for retirement

**Fiscal Management (980) –**

Objective:

Develop the annual budget and cost allocation plan. Track revenues and expenditures. Prepare invoices. Assist with the annual audit and other fiscal activities.

Program Activity

- Communicated billing issues to MAPA’s sub recipients and consultants.
- Prepared and presented financial reports to the finance committee.
- Prepared quarterly reimbursement requests for grants.
- Working on year end reconciliations.
- Prepared indirect cost plan and payroll additive.
- Prepared workpapers for annual audit

**General Administration (990) –**

Objective:

Undertake administrative activities including personnel activities, computer / technology support, and clerical support.



Program Activity

- Provided administrative support to the agency

METROPOLITAN AREA PLANNING AGENCY  
2222 Cuming Street  
Omaha, Nebraska 68102

Subcontractor's Payment Authorization

Contractor: benesch

Contract Approved by Board of Directors: January 26, 2012

In the amount of Hazardous Substances - \$362,500.00  
Petroleum Services - \$292,500.00

Contract Period: Through September 30, 2014

Amended to extend completion date to September 30, 2016

**Final Payment**

Contract Amended:

1.	<u>Computation of Payment</u>	Hazardous Substances	Petroleum Services	Total
	Bill to Date	\$354,677.39	\$264,797.52	\$619,474.91
	Less Previous Payment	<u>344,993.69</u>	<u>258,355.03</u>	<u>603,348.72</u>
	Payment Due this Date	<u>\$9,683.70</u>	<u>\$6,442.49</u>	<u>\$16,126.19</u>

2. Payment Approved

RECOMMENDED PAYMENT BY:

\_\_\_\_\_  
Project Coordinator

\_\_\_\_\_  
Executive Director

Payment approved by Finance Committee \_\_\_\_\_

\_\_\_\_\_  
Treasurer / Finance Committee Member

Payment approved by Board of Directors \_\_\_\_\_

\_\_\_\_\_  
Board of Directors Chair / Member



**FINAL INVOICE**

**PROJECT  
PROGRESS  
REPORT**

Client: Omaha-Council Bluffs Metropolitan Area Planning Agency  
 Reporting Period: 08/29/2016 to 09/25/2016  
 Project: Brownfields Coalition Assessment Grant No. BF-97727801-0 (Hazardous Substances)  
 Benesch #: 00120137.00 Invoice #: 98595 Invoice Date: 10/11/2016  
 Project: Brownfields Coalition Assessment Grant No. BF-97727901-0 (Petroleum)  
 Benesch #: 00120138.00 Invoice #: 98596 Invoice Date: 10/11/2016

Report #: 53

Benesch PM: Mielke

**Progress Made During the Reporting Period Included:**

- Monitored project schedule and progress on ongoing activities;
- Conducted interviews and redevelopment planning for Southside Terrace;
- Finished and delivered Redevelopment Plan for Southside Terrace, revised tables for AWP, summary of project activities to MAPA.
- Finalized invoices and grant documents.

**Upcoming Activities**

None - project is completed

**Anticipated Problems/Schedule Considerations:**

None identified at this time

**MAPA Brownfields Coalition Assessment Hazardous Substance Grant Consulting Fee Summary**

Project Task	Budget	Prior Effort Expended	Effort This Period	Project to Date	Fee Remaining	% Complete
1 - Cooperative Agreement Oversight	\$22,250.00	\$19,904.69	\$698.29	\$20,602.98	\$1,647.02	92.6%
2 - Area Wide Plan	\$27,568.61	\$27,568.61	\$0.00	\$27,568.61	\$0.00	100.0%
3 - Phase I/II ESAs	\$248,499.20	\$245,967.36	\$803.76	\$246,771.12	\$1,728.08	99.3%
4 - Public Health & Safety Monitoring	\$3,473.14	\$2,865.19	\$0.00	\$2,865.19	\$607.95	82.5%
5 - Cleanup/Redevelopment Planning	\$50,000.00	\$37,978.79	\$8,181.65	\$46,160.44	\$3,839.56	92.3%
6 - Public Outreach	\$10,709.05	\$10,709.05	\$0.00	\$10,709.05	\$0.00	100.0%
<b>Total</b>	<b>\$362,500.00</b>	<b>\$344,993.69</b>	<b>\$9,683.70</b>	<b>\$354,677.39</b>	<b>\$7,822.61</b>	<b>97.8%</b>

**MAPA Brownfields Coalition Assessment Petroleum Grant Consulting Fee Summary**

Project Task	Budget	Prior Effort Expended	Effort This Period	Project to Date	Fee Remaining	% Complete
1 - Cooperative Agreement Oversight	\$22,250.00	\$22,218.83	\$0.00	\$22,218.83	\$31.17	99.9%
2 - Area Wide Plan	\$23,000.00	\$20,993.14	\$845.49	\$21,838.63	\$1,161.37	95.0%
3 - Phase I/II ESAs	\$187,250.00	\$163,718.36	\$0.00	\$163,718.36	\$23,531.64	87.4%
4 - Public Health & Safety Monitoring	\$1,500.00	\$953.10	\$0.00	\$953.10	\$546.90	63.5%
5 - Cleanup/Redevelopment Planning	\$46,000.00	\$39,417.62	\$5,597.00	\$45,014.62	\$985.38	97.9%
6 - Public Outreach	\$12,500.00	\$11,053.98	\$0.00	\$11,053.98	\$1,446.02	88.4%
<b>Total</b>	<b>\$292,500.00</b>	<b>\$258,355.03</b>	<b>\$6,442.49</b>	<b>\$264,797.52</b>	<b>\$27,702.48</b>	<b>90.5%</b>

**MAPA Brownfields Coalition Assessment Combined Grant Consulting Fee Summary**

	Budget	Prior Effort Expended	Effort This Period	Project to Date	Fee Remaining	% Complete
<b>Total Project</b>	<b>\$655,000.00</b>	<b>\$603,348.72</b>	<b>\$16,126.19</b>	<b>\$619,474.91</b>	<b>\$35,525.09</b>	<b>94.6%</b>

METROPOLITAN AREA PLANNING AGENCY  
2222 Cuming Street  
Omaha, Nebraska 68102

Subcontractor's Payment Authorization

Contractor: Olsson

Contract Approved by Board of Directors: September 29, 2011

In the amount of \$338,810.61

Final

Contract Amended: March 2014

1. Computation of Payment

Bill to Date	\$338,810.61
Less Previous Payment	\$338,685.82
Payment Due this Date	<u>\$124.79</u>

2. Payment Approved

RECOMMENDED PAYMENT BY:

\_\_\_\_\_  
Responsible Charge

\_\_\_\_\_  
Program Director

\_\_\_\_\_  
Executive Director

Payment approved by Finance Committee \_\_\_\_\_

\_\_\_\_\_  
Treasure

Payment approved by Board of Directors \_\_\_\_\_

\_\_\_\_\_  
Chairman, MAPA Board of Directors

**Invoice**



601 P Street, Suite 200  
 PO Box 84808  
 Lincoln, NE 68501-4608  
 Tel 402.474.6311, Fax 402.474.5160

Metropolitan Area Planning Agency  
 2222 Cuming St  
 Omaha, NE 68102

October 11, 2016  
 Invoice No: 262410

**Invoice Total \$124.79**

OA Project No. 011-2366 MAPA Platteview Road Land Use and Corridor Study  
 Professional Services from September 11, 2016 through October 8, 2016 in accordance with Project #MAPA-3770(4),  
 CN #22511, NTP: 10.03.11, Agreement #BK1179, including Supplements #1 and #2. Work Phase: PE, RC: Michael  
 Helgerson.

**Professional Personnel**

	Hours	Rate	Amount	
Thom, Christian	.25	22.36	5.59	✓
Weander, Nicholas	1.00	36.06	36.06	✓
Zehr, Jill	1.75	26.06	45.61	✓
Totals	3.00		87.26	✓
<b>Total Labor</b>				<b>87.26</b>

**Additional Fees**

Overhead	176.96 % of 87.26	154.42	✓
<b>Total Additional Fees</b>		<b>154.42</b>	<b>154.42</b>

**Billing Limits**

	Current	Prior	To-Date	
Total Billings	241.68	338,685.82	338,927.50	
Limit			338,810.61	
<b>Over Limit Adjustment</b>				<b>-116.89</b>

**AMOUNT DUE THIS INVOICE \$124.79** ✓

**Billings to Date**

	Current	Prior	Total
Labor	45.06	112,012.42	112,057.48
Expense	0.00	1,768.62	1,768.62
Internal Unit	0.00	793.51	793.51
Add-on	79.73	224,111.27	224,191.00
<b>Totals</b>	<b>124.79</b>	<b>338,685.82</b>	<b>338,810.61</b>

Authorized By: Nicholas Weander



# Metropolitan Area Planning Agency FY2017-2022 Transportation Improvement Program

## Revision Summary - Amendment 1

<u>Control #</u>	<u>Project Name</u>	<u>Lead Agency</u>	<u>Revision Note</u>
NE-22376	156th Street Phase Two	Omaha	Program \$2,840,000 of STBG-MAPA funding in FY2017 for ROW, program \$321,600 of STBG-MAPA in FY2018 for UTIL, and \$13,708,000 of STBG-MAPA funding in FY2018 for CON and CE
NE-22288	36th Street Phase II	Bellevue	Increase PE-NEPA-FD funding in FY2017 to \$765,000
NE-22608	Omaha Signal Infrastructure - Phase 0	Omaha	Program \$372,000 of STBG-MAPA funding in FY2017 for UTIL-CON-CE
NE-00955	Nebraska Statewide Van Pool	NDOR	Reprogram FY2016 project phase to FY2017, reprogram FY2017 project phase to FY2018, and reprogram FY2018 project phase to FY2019
NE-22321	OPS McMillan Middle School SRTS Project	Omaha	Program \$140,000 of SRTS funding in FY2017 for UTIL-CON-CE
NE-22685	Sign Management Inventory	Omaha	Program \$300,000 of HSIP funding in FY2017 for UTIL-CON-CE
NE-22411	Valley D.C. Safe Routes to School	Valley	Program \$45,000 of SRTS funding in FY2017 for ROW and increase FY2017 SRTS funding for UTIL-CON-CE to \$182,500
	FY2017 MAPA TIP Document	MAPA	Increase STBG beginning balance to \$54,500,000 in Table 3.3
NE-22277	120th Street	Omaha	Reprogram \$8,762,580 of STBG-MAPA funding from FY2018 to FY2021 for UTIL-CON-CE



**Metropolitan Area Planning Agency**  
**FY2017-2022 Transportation Improvement Program**

TIP ID 2015-040		Project Name <b>156th Street Phase Two</b>	
Control Number NE-22376			
Lead Agency	Omaha	Project Type	Road Widening
County	Douglas	Length (mi)	0.95
		Total Project Cost*	\$22,329.56
Location Pepperwood Dr. to Corby St.			
Description 4 Lane Urban Section			

Fiscal Year	Project Phase	Funding Source	Total Funds*	Federal Funds*	State Funds*	Local Funds*
2010	PE-NEPA-FD	STBG-MAPA	\$419.02	\$335.22	\$0.00	\$83.80
2011	PE-NEPA-FD	STBG-MAPA	\$257.29	\$205.83	\$0.00	\$51.46
2015	PE-NEPA-FD	STBG-MAPA	\$566.25	\$353.00	\$0.00	\$213.25
2017	ROW	STBG-MAPA	\$3,550.00	\$2,840.00	\$0.00	\$710.00
2018	UTIL-CON-CE	STBG-MAPA	\$402.00	\$321.60	\$0.00	\$80.40
2018	UTIL-CON-CE	STBG-MAPA	\$17,135.00	\$13,708.00	\$0.00	\$3,427.00

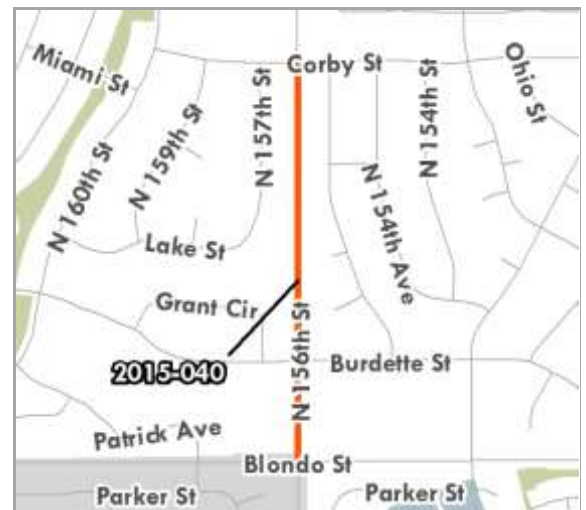
\* Amounts in thousands of U.S. dollars

Revision History

**10/27/2016**

**Amendment 1**

Program \$2,840,000 of STBG-MAPA funding in FY2017 for ROW, program \$321,600 of STBG-MAPA in FY2018 for UTIL, and \$13,708,000 of STBG-MAPA funding in FY2018 for CON and CE



TIP ID 2015-050		Project Name <b>36th Street Phase II</b>	
Control Number NE-22288			
Lead Agency	Bellevue	Project Type	Road Widening
County	Sarpy	Length (mi)	1.45
		Total Project Cost*	\$11,614.30
Location Sheridan to Platteview Rd			
Description Widen 2 lane Rural to 4 lane Urban.			

Fiscal Year	Project Phase	Funding Source	Total Funds*	Federal Funds*	State Funds*	Local Funds*
2017	PE-NEPA-FD	STBG-MAPA	\$956.25	\$765.00	\$0.00	\$191.25
2017	ROW	STBG-MAPA	\$579.30	\$463.44	\$0.00	\$115.86
2020	UTIL-CON-CE	STBG-MAPA	\$10,078.75	\$8,063.00	\$0.00	\$2,015.75

\* Amounts in thousands of U.S. dollars

Revision History

**10/27/2016**

Increase PE-NEPA-FD funding in FY2017 to \$765,000

**Amendment 1**







**Metropolitan Area Planning Agency**  
**FY2017-2022 Transportation Improvement Program**

TIP ID 2016-051		Project Name <b>Omaha Signal Infrastructure - Phase 0</b>	
Control Number NE-22608			
Lead Agency	Omaha	Project Type	ITS/Signalization
County	Douglas	Length (mi)	0.00
		Total Project Cost*	\$465.00
Location Citywide improvements within the City of Omaha			
Description Installation of communications hub facilities citywide			

Fiscal Year	Project Phase	Funding Source	Total Funds*	Federal Funds*	State Funds*	Local Funds*
2017	UTIL-CON-CE	STBG-MAPA	\$465.00	\$372.00	\$0.00	\$93.00

\* Amounts in thousands of U.S. dollars

Revision History

**10/27/2016**

Program \$372,000 of STBG-MAPA funding in FY2017 for UTIL-CON-CE

**Amendment 1**





**Metropolitan Area Planning Agency**  
**FY2017-2022 Transportation Improvement Program**

TIP ID	Project Name		
2016-066	<b>Nebraska Statewide Van Pool</b>		
Control Number			
NE-00955			
Lead Agency	NDOR	Project Type	Multi-Modal Improvement
County	Nebraska TMA	Length (mi)	0.00
		Total Project Cost*	\$441.12

Location  
 Statewide (Nebraska)

Description  
 MPO portion of the statewide van pool contracting opportunity being administered by the Nebraska Department of Roads. CMAQ funding will be transferred to FTA Section 5307

Fiscal Year	Project Phase	Funding Source	Total Funds*	Federal Funds*	State Funds*	Local Funds*
2017	UTIL-CON-CE	CMAQ	\$48.00	\$48.00	\$0.00	\$0.00
2017	UTIL-CON-CE	FTA 5311 (FY)	\$60.00	\$48.00	\$0.00	\$12.00
2018	UTIL-CON-CE	CMAQ	\$76.32	\$76.32	\$0.00	\$0.00
2018	UTIL-CON-CE	FTA 5311 (FY)	\$90.00	\$72.00	\$0.00	\$18.00
2019	UTIL-CON-CE	FTA 5311 (FY)	\$105.00	\$84.00	\$0.00	\$21.00
2019	UTIL-CON-CE	CMAQ	\$61.80	\$61.80	\$0.00	\$0.00

\* Amounts in thousands of U.S. dollars

Revision History

**10/27/2016**

**Amendment 1**

Reprogram FY2016 project phase to FY2017, reprogram FY2017 project phase to FY2018, and reprogram FY2018 project phase to FY2019



TIP ID		Project Name	
2015-063		<b>OPS McMillan Middle School SRTS Project</b>	
Control Number			
NE-22321			
Lead Agency	Omaha	Project Type	Multi-Modal Improvement
County	Douglas	Length (mi)	0.50
		Total Project Cost*	\$218.12
Location			
Redick Avenue between 37th and 42nd streets.			
Description			
Construct safe and efficient pedestrian and vehicle access to school.			

Fiscal Year	Project Phase	Funding Source	Total Funds*	Federal Funds*	State Funds*	Local Funds*
2013	PE-NEPA-FD	SRTS	\$43.12	\$43.12	\$0.00	\$0.00
2017	UTIL-CON-CE	SRTS	\$175.00	\$140.00	\$0.00	\$35.00

\* Amounts in thousands of U.S. dollars

Revision History

**10/27/2016**

Program \$140,000 of SRTS funding in FY2017 for UTIL-CON-CE

**Amendment 1**



TIP ID 2016-049		Project Name <b>Sign Management Inventory</b>	
Control Number NE-22685			
Lead Agency	Omaha	Project Type	Safety
County	Douglas	Length (mi)	0.00
		Total Project Cost*	\$333.00
Location Within the City of Omaha			
Description Procurement of fifteen (15) portable changeable message signs (PCMSs)			

Fiscal Year	Project Phase	Funding Source	Total Funds*	Federal Funds*	State Funds*	Local Funds*
2017	UTIL-CON-CE	HSIP	\$333.00	\$300.00	\$0.00	\$33.00

\* Amounts in thousands of U.S. dollars

Revision History

**10/27/2016**

Program \$300,000 of HSIP funding in FY2017 for UTIL-CON-CE

**Amendment 1**



TIP ID		Project Name	
2015-138		<b>Valley D.C. Safe Routes to School</b>	
Control Number			
NE-22411			
Lead Agency	Valley	Project Type	Sidewalk
County	Douglas	Length (mi)	0.00
		Total Project Cost*	\$284.38

**Location**  
 Portion of Meigs Street in Valley, NE

**Description**  
 Install sidewalk to connect school to nearby apartment and housing complex along Meigs street where no sidewalk currently exists.

Fiscal Year	Project Phase	Funding Source	Total Funds*	Federal Funds*	State Funds*	Local Funds*
2017	ROW	SRTS	\$56.25	\$45.00	\$0.00	\$11.25
2017	UTIL-CON-CE	SRTS	\$228.13	\$182.50	\$0.00	\$45.63

\* Amounts in thousands of U.S. dollars

Revision History

**10/27/2016** **Amendment 1**  
 Program \$45,000 of SRTS funding in FY2017 for ROW and increase FY2017 SRTS funding for UTIL-CON-CE to \$182,500





**Metropolitan Area Planning Agency**  
**FY2017-2022 Transportation Improvement Program**

TIP ID 2017-000		Project Name <b>FY2017 MAPA TIP Document</b>		
Control Number				
Lead Agency	MAPA	Project Type		
County		Length (mi)	0.00	Total Project Cost* #Error
Location				
Description FY2017 TIP Document				

Fiscal Year	Project Phase	Funding Source	Total Funds*	Federal Funds*	State Funds*	Local Funds*
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\* Amounts in thousands of U.S. dollars

Revision History

**10/27/2016**

Increase STBG beginning balance to \$54,500,000 in Table 3.3

**Amendment 1**





**Metropolitan Area Planning Agency**  
**FY2017-2022 Transportation Improvement Program**

TIP ID	Project Name					
2015-055	<b>120th Street</b>					
Control Number						
NE-22277						
Lead Agency	Omaha	Project Type	Road Widening			
County	Douglas	Length (mi)	1.40	Total Project Cost*	\$12,540.72	
Location	Stonegate Dr to Fort St					
Description	Widen 2 Lane to 4 Lane Urban Divided with Turn Lanes					

Fiscal Year	Project Phase	Funding Source	Total Funds*	Federal Funds*	State Funds*	Local Funds*
2017	PE-NEPA-FD	STBG-MAPA	\$557.50	\$446.00	\$0.00	\$111.50
2017	ROW	STBG-MAPA	\$515.00	\$412.00	\$0.00	\$103.00
2017	UTIL-CON-CE	STBG-MAPA	\$515.00	\$412.00	\$0.00	\$103.00
2021	UTIL-CON-CE	STBG-MAPA	\$10,953.22	\$8,762.58	\$0.00	\$2,190.64

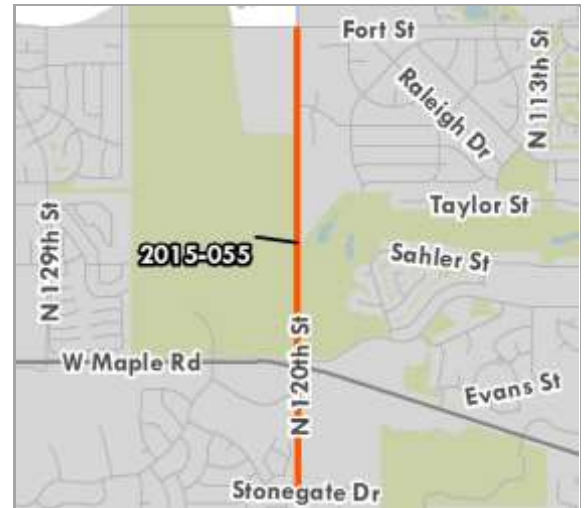
\* Amounts in thousands of U.S. dollars

Revision History

**10/27/2016**

**Amendment 1**

Reprogram \$8,762,580 of STBG-MAPA funding from FY2018 to FY2021 for UTIL-CON-CE



Metropolitan Area Planning Agency  
**Long Range Transportation Plan 2040**

**TABLE 7.1**  
**ANTICIPATED FEDERAL REVENUES**

**Nebraska Federal Highway Administration (FHWA) Revenues (in \$1,000s)**

Funding Category	Annual Average	2016-2019 (TIP)	2020-2025	2026-2030	2031-2035	2036-2040	Total
CMAQ	\$750	\$1,930	\$4,997	\$4,897	\$5,044	\$5,195	<b>\$22,063</b>
DPU	\$1,000	\$4,360	\$0	\$0	\$0	\$0	<b>\$4,360</b>
HSIP	\$1,600	\$6,248	\$10,660	\$10,447	\$10,761	\$11,084	<b>\$49,200</b>
NHPP	\$18,500	\$79,189	\$3,065	\$0	\$0	\$0	<b>\$82,254</b>
STP-MAPA	\$15,071	<b>\$108,274</b>	<b>\$110,175</b>	\$98,407	\$101,359	\$104,400	<b>\$522,615</b>
STP-HBP	\$1,000	\$5,000	\$6,662	\$6,530	\$6,725	\$6,927	<b>\$31,844</b>
STP-State	\$2,500	\$13,183	\$0	\$0	\$0	\$0	<b>\$13,183</b>
TAP-MAPA	\$1,000	\$4,730	\$6,662	\$6,530	\$6,725	\$6,927	<b>\$31,574</b>
<b>Total</b>	<b>\$41,421</b>	<b>\$222,914</b>	<b>\$142,221</b>	<b>\$126,811</b>	<b>\$130,614</b>	<b>\$134,533</b>	<b>\$757,093</b>

**Iowa Federal Highway Administration (FHWA) Revenues (in \$1,000s)**

Funding Category	Annual Average	2016-2019 (TIP)	2020-2025	2026-2030	2031-2035	2036-2040	Total
CMAQ	\$150	\$864	\$946	\$879	\$897	\$915	<b>\$4,501</b>
DPS	\$1,150	\$4,662	\$0	\$0	\$0	\$0	<b>\$4,662</b>
NHPP	\$98,000	\$388,309	\$84,681	\$0	\$0	\$0	<b>\$472,990</b>
STP-MAPA	\$1,700	\$15,600	\$10,724	\$9,963	\$10,162	\$10,366	<b>\$56,815</b>
STP-HBP	\$2,700	\$0	\$6,308	\$5,861	\$5,978	\$6,097	<b>\$24,244</b>
STP-State	\$5,000	\$0	\$6,557	\$18,400	\$0	\$0	<b>\$24,957</b>
TAP-MAPA	\$300	\$700	\$1,892	\$1,758	\$1,793	\$1,829	<b>\$7,972</b>
<b>Total</b>	<b>\$109,000</b>	<b>\$410,135</b>	<b>\$111,108</b>	<b>\$36,861</b>	<b>\$18,830</b>	<b>\$19,207</b>	<b>\$596,141</b>

**Total Regional Federal Highway Administration (FHWA) Revenues (in \$1,000s)**

Funding Category	Annual Average	2016-2019 (TIP)	2020-2025	2026-2030	2031-2035	2036-2040	Total
CMAQ	\$900	\$2,794	\$5,943	\$5,776	\$5,941	\$6,110	<b>\$26,564</b>
DPS & DPU	\$2,150	\$9,022	\$0	\$0	\$0	\$0	<b>\$9,022</b>
HSIP	\$1,600	\$6,248	\$10,660	\$10,447	\$10,761	\$11,084	<b>\$49,200</b>
NHPP	\$116,500	<b>\$467,498</b>	<b>\$87,746</b>	\$0	\$0	\$0	<b>\$555,244</b>
STP-MAPA	\$16,771	\$116,769	\$111,134	\$108,370	\$111,521	\$114,766	<b>\$579,430</b>
STP-HBP	\$3,700	\$5,000	\$12,970	\$12,391	\$12,703	\$13,024	<b>\$56,088</b>
STP-State	\$7,500	\$13,183	\$6,557	\$18,400	\$0	\$0	<b>\$38,140</b>
TAP-MAPA	\$1,300	\$5,430	\$8,554	\$8,288	\$8,518	\$8,756	<b>\$39,546</b>
<b>Total</b>	<b>\$150,421</b>	<b>\$633,049</b>	<b>\$253,329</b>	<b>\$163,672</b>	<b>\$149,444</b>	<b>\$153,740</b>	<b>\$1,353,234</b>



## 7.6 REGIONALLY SIGNIFICANT TRANSPORTATION INVESTMENTS

The list of street and highway projects eligible for Federal aid funding following in this section is fiscally-constrained to reasonably available local, state, and federal revenues. Project costs take inflation into account and appear in year-of-expenditure dollars. Therefore, project costs for future years appear higher than what they would cost if constructed today. As is described in Section 7.3, federal funding levels were identified based on past trends within the Omaha-Council Bluffs region. Local revenues were identified based on local financial reports and identified operations & maintenance costs.

These projects listed in this LRTP are considered eligible for Federal-Aid funding by the MPO. Projects will be selected for Federal aid funding as they go through the MPO’s project selection and prioritization process for the TIP, while some projects may be advanced using solely local funding sources. The following sections divide the projects between Regionally Significant Roadway & Trail Projects, Regionally Significant Transit Investments, and Illustrative Projects.

### 7.5.1– REGIONALLY SIGNIFICANT ROADWAY & TRAIL INVESTMENTS

The tables that follow this section include regionally significant roadway and trail projects identified from the 2035 Long Range Transportation Plan and the scenario planning process described earlier in this chapter. These investments represent the federal-aid eligible portion of this LRTP as the total funding for both local and state projects has been

The FY2016-2019 Transportation Improvement Program serves as the four-year implementation program of this plan. Projects identified in this TIP are included in the first band of projects within this project list.

A summary of the fiscally constrained Roadway & Trail program is included in Table 7.8 below.

**TABLE 7.8**  
**SUMMARY OF REGIONALLY SIGNIFICANT ROADWAY & TRAIL PROJECTS**

	2016-2019 (TIP)	2020-2025	2026-2030	2031-2035	2036-2040	Total
<b>Iowa</b>	\$467,444	\$120,273	\$37,320	\$59,884	\$35,153	<b>\$720,074</b>
<b>Nebraska</b>	<b>\$352,104</b>	<b>\$137,193</b>	\$151,710	\$147,222	\$148,488	<b>\$936,717</b>
<b>Total</b>	<b>\$819,548</b>	<b>\$257,466</b>	<b>\$189,030</b>	<b>\$207,106</b>	<b>\$183,641</b>	<b>\$1,656,791</b>

*(Figures in \$1,000s)*

Nebraska TIP Projects | FY 2016-2019

TIP ID	Lead Agency	Project Name	Improvement Location	Project Cost (FY2016-2019)	Total Project Cost
2015-048	Bellevue	36th Street Phase N-370 - Sheridan	36th St - N-370 to Sheridan	\$9,618,500	\$10,871,620
2015-050	Bellevue	36th Street Phase II	Sheridan to Platteview Rd	\$956,130	\$9,911,130
2015-046	Bennington	156th Street	Bennington	\$2,208,750	\$2,929,446
2015-039	Douglas	180th Street (Phase 1)	HWS Cleveland Blvd to Blondo St and Blondo St .25 mile East and West to 180th St	\$28,520,000	\$31,185,000
2016-037	La Vista	Applewood Creek Trail	From Giles Road north along Applewood Creek between Giles and Harrison	\$163,000	\$1,830,500
2016-038	MAPA	Heartland B-Cycle Expansion	Various locations throughout the City of Omaha	\$1,162,909	\$1,162,909
2015-021	Metro	Metro Rolling Stock	Metro Transit service area	\$3,052,500	\$4,466,250
2015-139	Metro	Bus Rapid Transit	Along Dodge/Farnham corridor, from Westroads Mall	\$2,232,500	\$36,012,500
2015-005	NDOR	I-680/US-6 Interchange DMS	Along I-680/US-6 in Omaha. Begin R.P. – 2.29	\$712,000	\$760,000
2015-006	NDOR	N-370: US-75 West, Bellevue	N-370 sections from 1.6 mi east of 72nd Street east 3.15 mi	\$5,474,000	\$5,670,000
2015-008	NDOR	I-80/680 'Q'-L' CD Rds, Omaha (WB)	WB I-80 CD roads and ramps in the I-80/I-680 interchange area in Omaha. Begin R.P. – 444.23	\$4,197,000	\$4,237,000
2015-015	NDOR	US-75: Plattsmouth - Bellevue, North of Platte River	US-75 from Platte River bridge, north 3.1 miles. Begin R.P. – 76.30	\$32,016,000	\$32,016,000
2015-023	NDOR	I-80: 24th Street - 13th Street	I-80 from 24th Street to 10th Street. Begin R.P. – 453.37	\$13,446,000	\$13,446,000
2015-024	NDOR	Platte River Bridges East of Yutan	On Highway N-92, two bridges over the Platte River 1.5 and 1.8 miles east of Yutan. Begin R.P. – 462.56	\$947,000	\$962,000
2015-025	NDOR	Schramm Park South	N-31, 4.2 miles south of Schramm Park Recreational Area. Begin R.P. – 4.18	\$1,870,000	\$1,925,000
2015-026	NDOR	Giles Road Interchange Ramps	I-80 ramps at Giles Road interchange. Begin R.P – 442.0	\$2,483,000	\$2,541,000
2015-027	NDOR	Jct N-31/N-36 Intersection Improvements	Junction of Highways N-31 and N-36. Begin R.P. – 30.93	\$2,092,000	\$2,092,000
2015-028	NDOR	Elkhorn River West	On N-36 from Old Highway 275/Reicmuth Road, east to just west of the Elkhorn River	\$5,234,000	\$5,234,000
2015-029	NDOR	N-64 at SE Jct US-275 - Omaha	N-64 (W Maple Road) at junction of US-275 east to Ramblewood Drive/Elkhorn Drive. Begin R.P. – 59.21	\$3,250,000	\$3,360,000
2015-034	NDOR	N-92: Platte River East Structures	Nebraska Highway 92 (W Center Road) at the Platte River. Begin R.P. – 463.30	\$715,000	\$740,000
2015-036	NDOR	EB I-80 at I-680	EB I-80 at interchange with I-680. Begin R.P. – 445.74	\$1,342,000	\$1,342,000
2015-037	NDOR	Ralston Viaduct	N-85/BNSF viaduct in Ralston. Begin R.P. – 4.02	\$10,125,000	\$10,505,000
2015-068	NDOR	N-133: Thomas Creek Bridge North (SB)	On southbound lanes of N-133 from just north of Thomas Creek crossing, north 0.12 miles. Begin R.P. – 5.94	\$532,000	\$534,000
2016-001	NDOR	I-480: Bancroft - Dewey	On I-480, from 0.1 miles north of I-80/US-75, north to miles south of Harney Street. Begin R.P. – 0.50	\$6,692,000	\$6,700,000
2016-002	NDOR	N-31: Schramm Park - US-6	On N-31 from near Schramm Park entrance to south junction with US-6	\$5,088,000	\$5,088,000
2016-003	NDOR	US-275: Waterloo Viaduct	On US-275 from Valley to viaduct at Waterloo. Begin R.P. – 165.74	\$7,570,000	\$7,570,000
2016-004	NDOR	US-275: West Papillion Creek Bridge West	On US-275 from 1.6 mile east of the west limits of Omaha to east of West Papillion Creek bridge. Begin R.P. – 176.33	\$1,556,000	\$1,556,000
2016-005	NDOR	I-680: Fort Street to Missouri River	On I-680 from near Fort Street northeast to Missouri River Bridge. Begin R.P. – 6.04	\$155,000	\$155,000
2016-006	NDOR	I-80/I-480 Bridges	I-80 bridges at I-480 Interchange. Begin R.P. – 451.00	\$4,800,000	\$4,800,000
2016-007	NDOR	I-80/I-480/US-75 Interchange	I-80 and I-480 bridges at I-80/I-480/US-75 Interchange. Begin R.P. – 452.98	\$12,970,000	\$12,970,000
2016-008	NDOR	I-480: 20th Street - Missouri River Bridges (EB)	On eastbound I-480 (including ramps) from 20th Street to the Missouri River. Begin R.P. – 2.95	\$8,600,000	\$8,600,000
2016-009	NDOR	I-480: 20th Street - Missouri River Bridges (WB)	On westbound I-480 (including ramps) from 20th Street to the Missouri River. Begin R.P. – 2.95	\$9,350,000	\$9,350,000
2016-010	NDOR	N-31 Bridges North of N-36	On N-31, approximately 0.7 miles and 5.2 miles north of N-36. Begin R.P. – 31.75	\$2,271,000	\$2,271,000
2016-011	NDOR	US-75: J Street & Gilmore Ave Bridge (SB)	Viaduct on US-75 at Gilmore/Union Pacific Rail Road and bridge at J Street. Begin R.P. – 85.80	\$2,619,000	\$2,619,000
2016-012	NDOR	US-75: Off Ramp to N-64 (NB)	On northbound US-75 off-ramp to N-64 (Cumming Street). Begin R.P. – 91.09	\$258,000	\$258,000
2016-013	NDOR	US-75: Big Papillion Creek, Bellevue	On US-75 over Big Papillion Creek, approximately 0.3 miles south of Bellevue. Being R.P. – 80.03	\$250,000	\$250,000
2016-014	NDOR	District 2 CCTV Cameras	On I-680, at three (3) locations in the Omaha area. Begin R.P. – 9.94	\$131,000	\$136,000
2016-015	NDOR	US-75 Fiber-Optic	Along US-75 from Fort Crook Road to south Junction with I-480	\$755,000	\$759,000
2016-016	NDOR	US-6 Fiber-Optic	Along US-6 from N-31 to Westroads Mall Road in Omaha	\$922,000	\$922,000
2016-017	NDOR	I-80/I-480/I-680 Barriers, Omaha	Along I-80, I-480, and I-680 bridge locations in Omaha	\$864,000	\$864,000
2016-018	NDOR	I-80, N-31, N-370, & N-50 Ramps	I-80 interchange ramps at N-31, N-370, and N-50	\$710,000	\$710,000
2016-019	NDOR	US-275: 25th Street - 23rd Street	On US-275 from 1/2 block west of 25th Street to 1/2 block east of 23rd Street. Begin R.P. – 189.14	\$1,668,000	\$1,668,000
2016-020	NDOR	I-680: Mormon Bridge Painting	On I-680 at Mormon Bridge over Missouri River. Begin R.P. – 13.43	\$12,412,000	\$12,412,000
2016-021	NDOR	I-680: Mormon Bridge Deck Overlay	On I-680 at Mormon Bridge over Missouri River. Begin R.P. – 13.43	\$1,610,000	\$1,610,000
2016-022	NDOR	US-75 Bridge Approaches, Bellevue	US-75 bridges approaches from approximately 0.3 miles south Bellevue, north to Chandler Road. Begin R.P. – 80.03	\$1,643,000	\$1,643,000
2016-023	NDOR	24th Street Interstate Bridge	On 24th Street over I-80. Begin R.P. – 453.37	\$460,000	\$460,000
2016-024	NDOR	N-31: Elkhorn Viaduct	On N-31, viaduct over Park/Papio/Union Pacific Railroad approximately 0.7 miles south of N-64. Begin R.P. – 24.40	\$4,500,000	\$4,500,000
2016-025	NDOR	I-680: West Center Road Bridge	On I-680 at West Center Road. Begin R.P. – 0.83	\$1,520,000	\$1,520,000
2016-026	NDOR	I-80: I-480 to 24th Street	On I-80 from I-480 to 24th Street. Begin R.P. – 453.01	\$6,762,000	\$6,762,000
2016-027	NDOR	N-370: I-80 to Bellevue	On N-370 from I-80 to NB US-75 ramp terminal in Bellevue. Begin R.P. – 4.19	\$500,000	\$500,000
2016-028	NDOR	District 2 I-80 Fiber-Optic	Along I-80 from near Mahoney interchange east to the Iowa State line. Begin R.P. – 426.90	\$2,426,000	\$2,426,000
2016-029	NDOR	District 2 I-680 Fiber-Optic	Along I-680 in Omaha	\$1,300,000	\$1,300,000
2016-030	NDOR	District 2 I-480 Fiber-Optic	Along I-480 in Omaha	\$467,000	\$467,000
2016-031	NDOR	US-75: Dynamic Message Signs, Omaha	Along northbound and southbound US-75 from approximately J Street to west of F Street in Omaha. Begin R.P. – 87.33	\$688,000	\$688,000
2016-032	NDOR	District 2 DMS	Along I-80, US-75, and US-34 in District 2. Begin R.P. – 428.92	\$2,065,000	\$2,065,000
2016-033	NDOR	District 2 CCTV Camera Towers	At eleven locations along I-80, I-680, US-75, US-34, and N-370 in District 2	\$485,000	\$485,000
2017-030	NDOR	US-6 Bridges at I-680	Bridge repair and overlay	\$4,500,000	\$4,500,000
2015-001	Omaha	North Downtown Riverfront Pedestrian Bridge	10th and Fahey Drive	\$5,848,500	\$6,558,500
2015-013	Omaha	Omaha Signal Infrastructure - Phase A	Various Locations Throughout City	\$4,447,500	\$4,447,500
2015-016	Omaha	Omaha ATMS Central System Software	Citywide	\$655,000	\$1,573,750
2015-017	Omaha	Omaha Signal Network - System Management	Various locations throughout the City of Omaha	\$500,000	\$500,000
2015-040	Omaha	156th Street Phase Two	Pepperwood Dr. to Corby St.	\$21,087,000	\$22,329,560
2015-044	Omaha	Q Street Bridge	Q St. between 26th St. and 27th St.	\$15,408,750	\$16,870,750
2015-051	Omaha	108th Street	Madison St to Q Street	\$6,431,250	\$6,771,250
2015-052	Omaha	168th Street	West Center Rd to Poppleton	\$5,908,750	\$6,466,250
2015-053	Omaha	114th Street	Burke to Pacific St	\$4,583,750	\$5,556,250
2015-054	Omaha	168th Street	West Center Rd to Q Street	\$12,292,500	\$12,959,190
2015-065	Omaha	24th Street Road Diet	From L Street to Leavenworth Street.	\$3,395,000	\$3,395,000
2015-132	Omaha	132nd at West Center Road Safety Project	132nd Street from Kingswood to Arbor Plaza and West Center Road from 133rd Plaza to 130th Ave	\$2,001,000	\$2,313,500
2015-157	Omaha	Omaha Signal Infrastructure - Phase B	Various Locations Throughout City	\$3,278,750	\$3,278,750

Nebraska Short-Term Projects | FY 2020-2025

Lead Agency	Roadway	Location	Improvement Description	Program	Year	Total Cost (2020-2025)	Total Project Cost
Bellevue	36th St Phase II	Sheridan Rd to Platteview Rd	Widen 2 Lane Rural to 4 Lane Urban	STP-MAPA	2020	\$8,955,000	\$9,911,130
Douglas County	180th St	Blondo St to Maple St	4 Lane Urban	STP-MAPA	2020	\$9,852,000	\$11,331,250
Douglas County	Q St	192nd St to N-31	4-Lane Divided with LTLs and RTLs	STP-MAPA	2025	\$7,251,234	\$7,251,234
NDOR	I-680	I-680 / US-6 Bridges	On I-680 at US-6, Begin R.P. – 2.89	NHPP	2021	\$3,700,000	\$3,700,000
Omaha	Citywide Resurfacing	Various Locations throughout City of Omaha	Advance Construction (AC) repayment of Omaha resurfacing projects	STP-MAPA	2021	\$6,227,000	\$6,227,000
Omaha	Citywide Resurfacing	Various Locations throughout City of Omaha	Advance Construction (AC) repayment of 2014 Resurfacing Package	STP-MAPA	2021	\$3,313,000	\$3,313,000
Omaha	120th Street	Stonegate Dr to Fort St	Widen 2 Lane to 4 Lane Urban	STP-MAPA	2021	\$10,732,500	\$12,510,720
Omaha	180th St	West Dodge Road to HWS Cleveland Blvd	6-Lane Urban Divided	STP-MAPA	2021	\$3,641,400	\$3,641,400
Omaha	Industrial Road	132nd St to 144th St	Widen 4 Lane Divided Rural to 6 Lane Urban Divided with Turn Lanes	STP-MAPA	2025	\$11,803,338	\$11,803,338
Papillion	Schram Rd	84th St to 90th St	3 Lane with TWLTL	STP-MAPA	2023	\$5,556,517	\$5,556,517
Sarpy County	66th Street	66th & Giles Intersection	Widening and reconstruction of roadway	STP-MAPA	2022	\$8,422,000	\$12,076,250
Sarpy County	New I-80 Interchange	At 180th Street	I-80 and 180th Street	STP-MAPA	2024	\$36,414,000	\$36,414,000
Sarpy County	Harrison St	168th - 156th St	4-Lane Divided with LTL	STP-MAPA	2025	\$13,684,381	\$13,684,381
Sarpy County	Platteview Rd	36th - 27th St	4-Lane Divided with LTLs	STP-MAPA	2025	\$7,640,429	\$7,640,429
<b>Total</b>						<b>\$137,192,799</b>	<b>\$145,060,649</b>

Iowa Short-Term Projects | FY 2020-2025

Lead Agency	Roadway	Location	Improvement Description	Program	Year	Total Cost
Council Bluffs	East Beltway	Greenview Road - West Segment	Construct/Widen to a 4 Lane Urban Divided	STP-MAPA	2022	\$3,654,688
Council Bluffs	East Beltway	Stevens Road - West Segment	Construct/Widen to a 4 Lane Urban Divided	STP-MAPA	2023	\$2,420,313
Council Bluffs	23rd Ave Trail	From Mid America Drive to South Expressway	Ped/Bike Grade and Pave	TAP-MAPA	2025	\$884,340
Council Bluffs	West Broadway Reconstruction Phase I	On West Broadway (US 6) from I-29 to 30th Street	Reconstruction of existing roadway	STP-MAPA	2025	\$7,462,500
IDOT	I-80	Along Interstate network in Council Bluffs	Council Bluffs Interstate System Improvements: Madison Avenue Interchange, ITS improvements, and ROW Management	NHPP	2021	\$105,850,696
<b>Total</b>						<b>\$120,272,536</b>

**Nebraska Short-Term Projects | FY 2020-2025**

Lead Agency	Roadway	Location	Improvement Description	Program	Year	Total Cost
Bellevue	36th St Phase II	Sheridan Rd to Platteview Rd	Widen 2 Lane Rural to 4 Lane Urban	STP-MAPA	2020	\$8,955,000
Douglas County	180th St	Blondo St to Maple St	4 Lane Urban	STP-MAPA	2020	\$9,852,000
Douglas County	Q St	192nd St to N-31	4-Lane Divided with LTLs and RTLs	STP-MAPA	2025	\$7,251,234
NDOR	I-680	I-680 / US-6 Bridges	On I-680 at US-6. Begin R.P. – 2.89	NHPP	2021	\$3,700,000
Omaha	Citywide Resurfacing	Various Locations throughout City of Omaha	Advance Construction (AC) repayment of Omaha resurfacing projects	STP-MAPA	2021	\$6,227,000
Omaha	Citywide Resurfacing	Various Locations throughout City of Omaha	Advance Construction (AC) repayment of 2014 Resurfacing Package	STP-MAPA	2021	\$3,313,000
Omaha	120th Street	Stonegate Dr to Fort St	Widen 2 Lane to 4 Lane Urban	STP-MAPA	2021	\$10,732,500
Omaha	180th St	West Dodge Road to HWS Cleveland Blvd	6-Lane Urban Divided	STP-MAPA	2021	\$3,641,400
Omaha	Industrial Road	132nd St to 144th St	Widen 4 Lane Divided Rural to 6 Lane Urban Divided with Turn Lanes	STP-MAPA	2025	\$11,803,338
Papillion	Schram Rd	84th St to 90th St	3 Lane with TWLTL	STP-MAPA	2023	\$5,556,517
Sarpy	66th Street	66th & Giles Intersection	Widening and reconstruction of roadway	STP-MAPA	2022	\$8,422,000
Sarpy County	New I-80 Interchange	At 180th Street	I-80 and 180th Street	STP-MAPA	2024	\$36,414,000
Sarpy County	Harrison St	168th - 156th St	4-Lane Divided with LTL	STP-MAPA	2025	\$13,684,381
Sarpy County	Platteview Rd	36th - 27th St	4-Lane Divided with LTLs	STP-MAPA	2025	\$7,640,429
<b>Total</b>						<b>\$137,192,799</b>

**Iowa Short-Term Projects | FY 2020-2025**

Lead Agency	Roadway	Location	Improvement Description	Program	Year	Total Cost
Council Bluffs	East Beltway	Greenview Road - West Segment	Construct/Widen to a 4 Lane Urban Divided	STP-MAPA	2022	\$3,654,688
Council Bluffs	East Beltway	Stevens Road - West Segment	Construct/Widen to a 4 Lane Urban Divided	STP-MAPA	2023	\$2,420,313
Council Bluffs	23rd Ave Trail	From Mid America Drive to South Expressway	Ped/Bike Grade and Pave	TAP-MAPA	2025	\$884,340
Council Bluffs	West Broadway Reconstruction Phase I	On West Broadway (US 6) from I-29 to 30th Street	Reconstruction of existing roadway	STP-MAPA	2025	\$7,462,500
IDOT	I-80	Along Interstate network in Council Bluffs	Council Bluffs Interstate System Improvements: Madison Avenue Interchange, ITS improvements, and ROW Management	NHPP	2021	\$105,850,696
<b>Total</b>						<b>\$120,272,536</b>

## 7.7 FISCAL CONSTRAINT OVERVIEW FOR ROADWAY & TRAIL PROJECTS

In order to demonstrate fiscal constraint of the projects and revenues identified in this chapter, MAPA has included Tables 7.13 (below) and 7.14 (next page). These tables correlate the anticipated federal-aid highway revenues, local revenues, and estimated project costs to summarize the analysis conducted within this chapter. The positive balances shown in Table 7.13 below demonstrates that the identified Federal-Aid program of projects is fiscally constrained. Balances in the short-term bucket reflects the inability to program funding by year for non-regional sources of federal funding.

Table 7.14 (next page) summarizes non-federal-aid revenue and expenditures identified within this plan. The maps that follow this section show identified Federal-Aid investments, non-federal-aid projects, and all projects together.

**TABLE 7.13**  
**MAPA FEDERAL-AID FISCAL CONSTRAINT OVERVIEW (IN \$1,000S)**

**Anticipated Federal-Aid Revenues (in \$1,000s)**

	TIP	Short Term	Medium Term	Long Term		Total
	2016-2019	2020-2025	2026-2030	2031-2035	2036-2040	
<b>Iowa Federal-Aid</b>	\$410,135	\$111,108	\$36,861	\$18,830	\$19,207	<b>\$596,141</b>
<b>Nebraska Federal-Aid</b>	<b>\$222,914</b>	<b>\$132,456</b>	\$126,811	\$130,614	\$134,533	<b>\$747,328</b>
<b>Sub-Total</b>	<b>\$633,049</b>	<b>\$243,564</b>	<b>\$163,672</b>	<b>\$149,444</b>	<b>\$153,740</b>	<b>\$1,343,469</b>
<b>Iowa Match</b>	\$57,309	\$24,055	\$7,464	\$23,423	\$15,946	<b>\$128,197</b>
<b>Nebraska Match</b>	<b>\$129,190</b>	<b>\$24,917</b>	\$28,759	\$16,608	\$13,955	<b>\$213,429</b>
<b>Sub-Total</b>	<b>\$186,499</b>	<b>\$48,972</b>	<b>\$36,223</b>	<b>\$40,031</b>	<b>\$29,901</b>	<b>\$341,626</b>
<b>Iowa Total</b>	<b>\$467,444</b>	<b>\$135,163</b>	<b>\$44,325</b>	<b>\$59,884</b>	<b>\$35,153</b>	<b>\$741,969</b>
<b>Nebraska Total</b>	<b>\$352,104</b>	<b>\$157,373</b>	<b>\$157,153</b>	<b>\$147,222</b>	<b>\$148,488</b>	<b>\$962,340</b>
<b>Total Revenues</b>	<b>\$819,548</b>	<b>\$292,536</b>	<b>\$201,478</b>	<b>\$207,106</b>	<b>\$183,641</b>	<b>\$1,704,309</b>

**Total Federal-Aid Project Costs (in \$1,000s)**

	TIP	Short Term	Medium Term	Long Term		Total
	2016-2019	2020-2025	2026-2030	2031-2035	2036-2040	
<b>Federal-Aid - IA</b>	\$467,444	\$120,273	\$37,320	\$59,884	\$35,153	<b>\$720,074</b>
<b>Federal-Aid - NE</b>	<b>\$352,104</b>	<b>\$137,193</b>	\$151,710	\$147,222	\$148,488	<b>\$936,717</b>
<b>Sub Total</b>	<b>\$819,548</b>	<b>\$257,466</b>	<b>\$189,030</b>	<b>\$207,106</b>	<b>\$183,641</b>	<b>\$1,656,791</b>

**Balance of Federal-Aid Revenues & Expenditures (in \$1,000s)**

	TIP	Short Term	Medium Term	Long Term		Total
	2016-2019	2020-2025	2026-2030	2031-2035	2036-2040	
<b>Iowa Balance</b>	\$0	\$14,890	\$7,005	\$0	\$0	<b>\$21,895</b>
<b>Nebraska Balance</b>	\$0	<b>\$20,180</b>	\$5,443	\$0	\$0	<b>\$25,623</b>
<b>Regional Balance</b>	<b>\$0</b>	<b>\$35,070</b>	<b>\$12,448</b>	<b>\$0</b>	<b>\$0</b>	<b>\$47,518</b>

# Public Participation Plan Amendment: Administrative Modification

## Explanation

MAPA has developed a new public participation category for minor modifications to the Long Range Transportation Plan (LRTP) that does not change the intent of the plan. This new public process is based on the TIP modification already has MAPA in place.

The new process will allow staff to more efficiently and effectively make minor administrative modifications to the LRTP. The administrative modification process is designed to be used for minor textural or graphics changes to the plan.

This additional process is meant to cut down on unnecessary and potentially redundant public meetings which would have to be done every several weeks so that fiscal constraint is maintained in both the Transportation Improvement Program (TIP) and LRTP.

## Administrative Modification Public Involvement Process

### Long Range Transportation Plan (LRTP)

**Comment Period: 24 Hours**  
public comment period prior to adoption

#### Administrative Modification

Web page: <http://mapacog.org/long-range-transportation-planning>

Update Schedule: **When Needed**

October-November 2016 Planning Process – Anticipated Approval November 2016

<b>Description:</b>	The Long Range Transportation Plan develops a long-term fiscally constrained vision for transportation improvements based upon a minimum 20 year planning horizon.
<b>Amended:</b>	As needed
<b>Public Comment Period:</b>	Administrative Modification = 24 Hours Prior to the Board of Directors Meeting
<b>Public Meeting:</b>	The TTAC and Board of Directors meetings serve as the public meetings. A public comment period is observed at the Board of Directors meeting.
<b>Public Involvement Strategies:</b>	Solicit public comments through the MAPA website and social media outlets.  Create opportunities to comment at regularly scheduled MAPA Board of Directors and Technical Committee meetings.  Post an electronic version of the Draft LRTP online and have a hard copy at the MAPA Office for public review.
<b>Public Participation Opportunities:</b>	Comment on the draft and final planning documents via email, mail, and comment cards.
<b>Citizens' Advisory Council (CAC) Role:</b>	Advise MAPA on public participation outreach and offer participation recommendations for the LRTP's public participation plan.  Advise MAPA about effectiveness of efforts.  Help engage the public in the planning process.
<b>LRTP Administrative Modification Process:</b>	Include the modification with meeting materials emailed to TTAC members, posted on the MAPA website, and located in the MAPA lobby at least 24 hours prior to the meeting.  Email modifications to the Transportation Technical Advisory Committee (TTAC) and MAPA Board of Directors.  Address public comments to the maximum extent reasonable and include an appendix of public comments in the final approved LRTP.
<b>LRTP Administrative Modification</b>	Potential Administrative Modifications <ul style="list-style-type: none"> <li>Changes to specific project funding levels that are below \$2 million or 20% of the project costs and do not affect the project route or termini.</li> </ul>

	<ul style="list-style-type: none"><li>• Updates to the text of the document to more accurately reflect project descriptions, that do not involve project termini or route</li><li>• Minor changes to the document to comply with administrative changes to federal policy</li><li>• Minor changes to the document to comply with administrative changes to state policy</li></ul>
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## Minor Amendment

### Long Range Transportation Plan (LRTP)

**Comment Period: 7 calendar days**  
public comment period prior to adoption

#### Minor Amendment

Web page: <http://mapacog.org/long-range-transportation-planning>

**Update Schedule: When Needed**

October-November 2016 Planning Process – Anticipated Approval November 2016

<b>Description:</b>	The Long Range Transportation Plan develops a long-term fiscally constrained vision for transportation improvements based upon a minimum 20 year planning horizon.
<b>Amended:</b>	As needed
<b>Public Comment Period:</b>	Minor Amendment = 7 days
<b>Public Meeting:</b>	The TTAC and Board of Directors meetings serve as the public meetings. A public comment period is observed at the Board of Directors meeting.
<b>Public Involvement Strategies:</b>	<p>Solicit public comments through the MAPA website and social media outlets.</p> <p>Create opportunities to comment at regularly scheduled MAPA Board of Directors and Technical Committee meetings.</p> <p>Encourage participation through the MAPA newsletter.</p> <p>Post an electronic version of the Draft LRTP online and have a hard copy at the MAPA Office for public review.</p>
<b>Public Participation Opportunities:</b>	Comment on the draft and final planning documents via email, mail, and comment cards.
<b>Citizens' Advisory Council (CAC) Role:</b>	<p>Advise MAPA on public participation outreach and offer participation recommendations for the LRTP's public participation plan.</p> <p>Advise MAPA about effectiveness of efforts.</p> <p>Help engage the public in the planning process.</p>
<b>LRTP Minor Amendment Process:</b>	<p>Include the modification with meeting materials emailed to TTAC members, posted on the MAPA website, and located in the MAPA lobby at least 7 days prior to the meeting.</p> <p>Discuss modification with Transportation Technical Advisory Committee (TTAC) and MAPA Board of Directors.</p> <p>Address public comments to the maximum extent reasonable and include an appendix of public comments in the final approved LRTP.</p>
<b>LRTP Minor Amendments</b>	<p>Potential Administrative Modifications</p> <ul style="list-style-type: none"> <li>Changes to specific project funding levels that are between 21% and 100% of the total project costs that do not affect the project route or termini.</li> </ul>

	<ul style="list-style-type: none"><li>• Changes to project route or termini that are less than ¼ of a mile</li><li>• Amendments to reflect changes to federal policy</li><li>• Amendments to reflect changes to state policy</li></ul>
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## Long Range Transportation Plan (LRTP) Amendment

**Comment Period: 30 calendar days**  
public comment period prior to adoption

### Amendment and Update

Web page: <http://mapacog.org/long-range-transportation-planning>

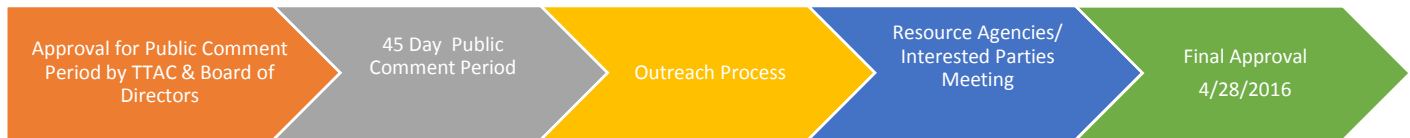
**Update Schedule: Every 5 Years**

February – June 2015 Planning Process – Anticipated Approval June 2015

<b>Description:</b>	The Long Range Transportation Plan develops a long-term fiscally constrained vision for transportation improvements based upon a minimum 20 year planning horizon.
<b>Amended:</b>	As needed
<b>Public Comment Period:</b>	Draft LRTP = 30 days Amended LRTP = 30 days
<b>Public Meeting:</b>	A series of at least three public meetings (open houses, public hearing, etc) held during the 30-day public comment period.  Additional public meetings shall have a public comment period of two weeks prior and two weeks following the meeting.  The TTAC and Board of Directors meetings serve as the public meetings. A public comment period is observed at the Board of Directors meeting.
<b>Public Involvement Strategies:</b>	Solicit public comments through the MAPA website and social media outlets.  Create opportunities to comment at regularly scheduled MAPA Board of Directors and Technical Committee meetings.  Encourage participation through the MAPA newsletter.  Post an electronic version of the Draft LRTP online and have a hard copy at the MAPA Office for public review.
<b>Public Participation Opportunities:</b>	Comment on the draft and final planning documents via email, mail, and comment cards.  Participate in public meetings.
<b>Citizens' Advisory Council (CAC) Role:</b>	Advise MAPA on public participation outreach and offer participation recommendations for the LRTP's public participation plan.  Advise MAPA about effectiveness of efforts.  Help engage the public in the planning process.
<b>LRTP Amendment Process:</b>	Discuss the amendment with appropriate subcommittees, before TTAC makes a recommendation to the Board to release the LRTP amendment for public review and comment.  Advertise the amendment in a local paper through a paid public notice, send a press release to area newspapers, television and radio stations, and post the information on the MAPA website.  Hold at least one public meeting for the amendment.  Email notification of the public comment period to identified outreach contacts.

	Address public comments to the maximum extent reasonable and include an appendix of public comments in the final approved LRTP.
<b>LRTP Major Amendments</b>	<p>Potential LRTP Amendments</p> <ul style="list-style-type: none"> <li>• Changes to specific project funding levels that are over 100% of the total project costs</li> <li>• Changes to project route or termini that are greater than ¼ of a mile</li> <li>• Amendments to reflect new federal policy</li> <li>• Amendments to reflect new state policy</li> </ul>

## Public Participation Administrative Modification, Minor, and Major Amendment Approval Process



TTAC recommendation and Board approval to release the draft amended PPP for public review and comment. Post the draft on the MAPA website.

Advertise the amendment in a local paper through a paid public notice, send a press release to area newspapers, television and radio stations, and post the information on the MAPA website.

Email notification of the public comment period to identified outreach contacts.

Address public comments to the maximum extent reasonable and include an appendix of public comments in the final approved PPP.

## 6.04 Position Categories

6.04.01 Management Category - The management category of MAPA employees shall include all positions classified at pay range code 10 and above and shall include the position titles of Executive Director, Program Director, Director of Finance and Operations and Department Manager. These are exempt positions.

6.04.02 Non-Management Category - The non-management category of MAPA employees shall include all positions classified at pay range code 9 and below and shall include the position titles as shown in the following subcategories.

6.04.02.01 Administrative - Administrative subcategory shall include the position titles of Fiscal Officer, P.R.C.8; This is an exempt position.

6.04.02.02 Professional - The Professional subcategory shall include the position titles of Principal Planner, P.R.C.9; Planner, P.R.C.8; Information Officer, P.R.C.8; Associate Planner, P.R.C.7;. These are exempt positions.

6.04.02.03 Technical - The Technical subcategory shall include the position titles of Assistant Planner, P.R.C.6; Graphics Specialist, P.R.C.6; and Planning Technician IV, P.R.C.5, Planning Technician III, P.R.C.3; Planning Technician II, P.R.C.2; Planning Technician I, P.R.C.1; and Intern, P.R.C.1. These are non-exempt positions.

6.04.02.04 Clerical - The clerical subcategory shall include the position titles of Secretary, P.R.C.3; Clerk Typist, P.R.C.2; and Clerk, P.R.C.1. These are non-exempt positions. Administrative Assistant, P.R.C.5; and Administrative Secretary, P.R.C.4.

6.05 Salary Schedule - The salary schedule, as proposed by the Executive Director and as approved and budgeted by the Board of Directors, shall set forth the minimum and maximum pay range codes 1 through 12, such pay range codes being supported by and indicative of the assigned position descriptions. The salary schedule shall contain the annual or hourly rates for each pay range code minimum and maximum.

6.05.01 Annual Review of Salary Schedule - The salary schedule will be reviewed annually by the Executive Director, and necessary modifications may be recommended to the Board of Directors. Statistics from comparable regions will be used as guidelines.

## SECTION VII. TIME

7.01 Office Hours - MAPA office hours will be 8:00 a.m. to 4:30 p.m.

7.02 Work Time --

MAPA has adopted a flexible work schedule for its employees as a management option for both Exempt and Non-Exempt Employees dependent upon departmental needs and operations as well as the requests of the employee. The purpose of this employee policy is:

1. To motivate staff and improve productivity as well as promote a culture that respects work-life balance.
2. To provide work hour flexibility for individuals when needing to make schedule adjustments (e.g. to accommodate educational activities and appointments).
3. To allow for flexibility in the work schedule in order to meet the needs of MAPA and its membership.

The standard work week is defined as Sunday through Saturday. All hours utilized, including annual or sick leave, holiday or compensatory time, shall be included in computing the number of hours in the work week.

Non-Exempt employees, including approved flexible work schedules, must include 40 documented hours per work week (unless the individual works less than 1.0 FTE, then hours need to correspond to their FTE). All hours paid shall be in accordance with federal and state laws.

Core work hours are from 9:00am to 3:00pm, five days a week. MAPA employees have the option with supervisor and Executive Director approval to select a work schedule with flex hours. Starting times for flex hours are between 6:00am and 9:00am and ending times are between 3:00pm and 6:00pm. Alternate work schedules outside of a standard five day, eight hours per day work week may be approved by the Executive Director.

MAPA reserves the right to grant or revoke flexible work schedules at any time for reasons including, but not limited to, scheduling conflicts, employee productivity, customer service levels, and/or operation needs. The following factors will be taken into consideration when evaluating requests for work schedules:

- Requirements of the job and agency needs.
- Work team schedules and time commitments.
- Overall job performance and disciplinary record over the last 12 months.
- Degree of self-motivation, organization, time-management, as well as the ability to work independently.

Flexible work schedules should not negatively impact:

- Provision of adequate coverage by each department.
  - Reliability and accessibility to stakeholders.
- The employee's or another employee's performance.
  - Service to members or internal service level agreements.
- Inter-departmental collaboration and communication.

Employees authorized for a flexible work schedule should convey their work hours, where applicable, in their voicemail, email auto responses, points of client contact and calendars.

Flex scheduling may not be available to all positions at MAPA. Employees must receive approval by the Executive Director before instituting or altering flex schedules. The employee's

compensation, benefits, work status and work responsibilities will not change as a result of an approved flex schedule. Flexible work schedules will be reviewed on a quarterly basis. Any temporary deviations to the approved flexible work schedule should be communicated to the supervisor.

7.03 Additional Work Time - Additional work time shall be that work time in excess of the work week as defined as Sunday through Saturday. Compensation for holiday, annual or sick pay shall not be counted as hours worked when calculating over-time hours. For non-exempt personnel, hours worked in excess of the work week shall either be paid at the rate of one and one-half times the hourly rate for each hour worked in excess of 40 hours per week or accrue compensatory time at one and one-half times for each hour worked in excess of 40 hours per week. Failure to get such approval is subject to disciplinary action, including up to termination. No additional compensation or compensatory time shall be awarded to exempt employees. By nature of exempt employee job responsibilities, there is no additional compensation or compensatory time earned for hours worked outside of 80 hours in a two week period. All personnel shall record actual hours worked.

7.03.01 Compensatory Time – Non-exempt employees may earn compensatory time off, at a rate of one and one-half hours for each hours worked in excess of 40 hours per week, instead of cash overtime pay. A work week shall be defined as Sunday-Saturday. Paid annual, sick and holiday shall not be included in the calculation of hours worked.

7.03.01.01 Accrual of Compensatory Time - An employee's compensatory time will accumulate at the end of a 40 hour week (Sunday-Saturday) at one and one half times the hours worked in excess of 40 hours as certified by the employee's supervisor. Non-exempt employees may accumulate no more than 80 hours of compensatory time at any given time.

7.03.01.02 Use of Compensatory Time - Compensatory time may be used in hourly increments in the same manner as annual or sick leave. All compensatory time used must be approved in advance by the employee's supervisor. Employee's will be permitted to use compensatory time on the date requested unless doing so would "unduly disrupt" the operations of the agency. Non-exempt employees will be paid for any unused compensatory time if the employee separates from service.

7.03.01.03 Record Keeping - In order to receive compensatory time, each employee must submit a "Compensatory Time Claim Sheet" (CTCS). The CTCS is to specify:

1. Date overtime is expected to be incurred
2. Meeting title and/or nature of overtime
3. Location if out of the office
4. Start time and ending time, including travel (to be completed the next working day and reported to the employee's supervisor)
5. Supervisor's initialed prior approval

At the end of each pay period, the completed CTCS must be signed and certified by the employee and approved by that employee's supervisor. The CTCS should be

submitted by the employee to their supervisor by the close of business on the last working day of each pay period. Under unusual circumstances, such as when an employee is absent from the office, the employee should make available the CTCS form to their supervisor by the close of business on the employee's first working day of the next pay period.

7.04 Absence from Work Station - An employee shall report in advance to the receptionist any anticipated, approved absence from their assigned work station with an indication as to the time of departure, where employee may be contacted and the estimated time of return.

7.05 Records - Each employee shall maintain an accurate Time Report for each pay period recording the time worked according to date and project function. Employee Time Reports shall be signed and submitted to the designated person in their department at the close of each pay period. Program Directors shall verify and initial Time Reports before submitting such reports to the Fiscal Officer. The Fiscal Officer shall assemble all Time Reports for signature of the Executive Director. The Time Reports, as approved by the Executive Director, shall be the basis of payroll preparation. The approved Time Reports shall become part of the official fiscal records of MAPA.

## SECTION VIII. LEAVE

8.01 Annual Leave - Each full time employee having Probationary, Regular or Acting Appointment status shall be entitled to annual leave with pay.

8.01.01 Accrual - Each full time employee that is employed on July 1 of each year, shall receive a lump sum of annual leave as indicated in the table below. Any full time employee who commences employment after July 1 shall receive a lump sum of annual leave that is proportionate to the number of months remaining in the fiscal year (until the following June 30).

Years of Service	Hours per Year
Less than 3 years	96 hours
3 or more, but less than 5 years	120 hours
5 or more, but less than 10 years	144 hours
10+ years or more	160 hours

8.01.02 Accumulation - The maximum allowable accumulation of unused accrued annual leave for each employee shall not exceed 160 hours.

Carryover of annual leave exceeding the maximum allowable accumulation shall not be permitted. Leave in excess of the maximum allowable accumulation which is not used by June 30 of each calendar year shall be forfeited.

8.01.03 Use of Leave - Each employee shall make an advance request to use accrued annual leave. Before an employee may use accrued leave, such request shall be approved by the employee's Program Director. The Employee Leave Authorization shall be reviewed and approved by the Executive Director at the end of each pay period. Use of annual leave shall



not be approved prior to accrual of such leave. Annual leave for exempt employees shall be taken in 4 hour increments. Annual leave for non-exempt employees shall be taken in 0.5 hour increments.

8.01.04 Termination Pay for Annual Leave – If employment is discontinued, accrued unused annual leave that has been earned through the last day of active employment will be paid at the employee's base rate of pay at termination.

8.01.05 Annual Leave for Part Time Employees - Part-time permanent employees, not including temporary help or internships, shall accrue annual leave proportionately to the number of hours regularly scheduled as compared to a 40-hour work week. This percentage will then be multiplied by the number of hours that would be earned by a full-time employee with the same years of service under 8.01.01 of this section. i.e. If a part-time employee is regularly scheduled to work 32 hours (75% of a week) and have 7 years of service, the employee would receive a lump sum of 108 hours of annual leave on July 1. (144 hours x 75%). A part-time employee who commences employment after July 1 shall receive a lump sum of annual leave that is proportionate to the number of months remaining in the fiscal year (until the following June 30). A part-time employee cannot use annual leave in combination with actual time worked or other paid time off to exceed 32 hours per week. All other provisions of annual leave in this section apply to part-time employees.

#### 8.02 Sick Leave

Each permanent employee having Probationary, Regular or Acting Appointment status shall be entitled to sick leave with pay when the employee, or an immediate family member, is incapacitated by illness or injury, or when undergoing, medical, dental or optical examination or treatment (immediate family is defined as a spouse or a child, other relationships may be approved on a case-by-case basis by the Executive Director). Such employees shall also be entitled to sick leave with pay when, through exposure to contagious disease, presence of such exposed employees would jeopardize the health of others. Contagious disease shall be, as deemed by appropriate health authorities, such disease requiring isolation or quarantine to prevent infection of other persons. Employees having Temporary Appointment shall not be entitled to sick leave with pay.

Each eligible full time employee that is employed on July 1 of each year, shall receive a lump sum of sick leave at the rate of 96 hours (12 working days per year). Eligible part-time employees shall receive a lump sum of sick leave at a proportionate rate based on the percentage of regularly scheduled hours of work as compared to a fulltime employee. See Section 08.01.05, which same methodology shall be used for calculation of sick leave. A part-time employee may not use sick leave in combination with actual hours worked and other paid time off to exceed 32 hours per week. Any employee who commences employment after July 1 shall receive a lump sum of sick leave that is proportionate to the number of months remaining in the fiscal year (until the following June 30).

#### 8.02.01 Accrual

Each eligible full time employee that is employed on July 1 of each year shall receive a lump sum of sick leave at the rate of 96 hours (12 working days per year). Eligible part-time employees shall receive a lump sum of sick leave at a proportionate rate based on the percentage of regularly scheduled hours of work as compared to a full time employee. See Section 8.01.05, which same methodology shall be used for calculation of sick leave. A part-time employee may not use sick leave in combination with actual hours worked and other paid time off to exceed 32 hours per week. Any employee who commences employment after July 1 shall receive a lump sum of sick leave that is proportionate to the number of months remaining in the fiscal year (until the following June 30).

8.02.02 Accumulation - The maximum allowable accumulation of unused accrued sick leave for each employee shall be 120 working days (960 hours). Sick leave benefits will not be paid

while on long term disability. The full value of the balance of accumulated sick leave will be transferred to the employee's retirement account at the time of termination due to a long-term disability. The value of accumulated sick leave in excess of maximum allowable accrual on June 30 will be transferred to the employee's retirement account less appropriate deductions.

8.02.03 Use of Leave - Each employee shall make an advance request to use accrued sick leave for medical, dental or optical examination or treatment whenever possible. Such request shall be approved by the employee's Program Director. The Employee Leave Authorization shall be reviewed and approved by the Executive Director at the end of each pay period. Each employee absent due to personal illness or injury or due to contagious disease, isolation or quarantine shall notify his Program Director, and other personnel that may be designated by the Executive Director, as early as possible on each day of absence; upon the employee's return to duty, a sick leave request form shall be completed for the time of absence and shall be submitted to the Program Director for approval. The Executive Director may require a physician's certificate or other appropriate documentation to support a sick leave claim prior to approval of such request. Sick leave shall not be used for purposes other than as provided in Section 8.02 of this manual. Use of sick leave shall not be approved prior to accrual of such leave. Sick leave for exempt employees shall be taken in 4 hour increments. Sick leave for non-exempt employees shall be taken in 0.5 hour increments.

8.02.04 Termination Pay for Sick Leave - Any MAPA employee whose employment with MAPA is discontinued shall be entitled to cash compensation of straight time pay at the regular rate of pay according to the following schedule:

Balance of Sick Leave	Pay Ratio
The first 96 hours	0
The next 96 hours (97 – 192)	1 hour per 8 hours
Hours in excess of 192 hours	1 hour per 4 hours

8.03 Family Medical Leave Act – The provisions of the Family Medical Leave Act (FMLA) are outlined in federal statutes and regulations. FMLA leave is unpaid time off from work. An employee can use paid annual leave, compensatory time, or sick leave in conjunction with their 12 weeks (26 weeks for service member care) of FMLA Leave, if the employee should so choose. Employers have the right to require that employees use paid leave during FMLA.

An employee must have at least twelve total months of service and at least 1250 hours of service in the previous 12-month period to be eligible for FMLA leave.

Eligible employees are entitled to take FMLA Leave for the following reasons:

1. To care for the employee's child after birth, or the adoption or placement of a foster child with the employee.
2. To care for a son, daughter, spouse or parent with a serious health condition.
3. For the employee's own serious health condition.
4. For an exigency caused by a family member who belongs to the regular Armed Forces, the Reserves, or National Guard, being called to active duty deployment to a foreign country.
5. To care for a spouse, child, parent or next of kin who is a service member and is injured or becomes seriously ill, or whose injury or illness was aggravated, while on active duty

or within five years of leaving the Armed Forces. Up to 26 weeks of leave is allowed during a 12-month period, including any FMLA time used.

If you are interested in exercising your right to use FMLA, please contact Human Resources so that you may be provided with the appropriate forms.

8.04 Maternity/Paternity Leave - Pregnancy is to be treated as any other temporary disability. Each female full time employee having Probationary, Regular or Acting Appointment status shall be allowed to expend accumulated allowances of sick leave when unable to perform their normal work duties by reason of pregnancy. However, a medical certificate from the employee's physician, attesting to the incapacity of the employee to perform her normal work duties shall be required. An employee who has exhausted her allowance for sick leave may, with the approval of the Executive Director, utilize accrued annual leave during pregnancy, and shall be entitled to leave without pay when all accumulated allowances have been exhausted.

The employee who is absent for maternity reasons shall be assured continued employment in her position or a position of like seniority, status and pay. For such an employee, the commencement and termination of the period of absence shall be determined by her physician. A physician's certificate must be submitted to the Executive Director.

Male employees have the option to apply up to 40 hours of sick leave for the birth of a child.

Caveat: Periods of absence related to pregnancy and confinement which are not medically certified as due to incapacitation to perform the normal work duties shall not be charged to sick leave.

8.05 Funeral Leave - In the case of the death of an employee's mother, father, grandparents, mother-in-law, father-in-law, brother, sister, spouse, or child the employee will be granted a leave, with pay, of up to three (3) days. Other funeral leave may be granted at the discretion of the Executive Director.

8.06 Jury Duty Leave - Each full time employee having Probationary, Regular or Acting Appointment status shall be entitled to jury duty leave with pay when called to serve. Jury duty pay shall be calculated at the employee's regular pay rate less the amount of jury duty compensation received by the employee for such services. Proof of the amount of such compensation shall be provided to MAPA by the employee.

8.06.01 Use of Leave - Each employee shall make an advance request to use jury duty leave. Before an employee may use jury duty leave, such request shall be recommended by the employee's Program Director and approved by the Executive Director. Documentation of summons to serve may be required by the Executive Director prior to or subsequent to approval of leave for such jury duty service.

#### 8.07 Holiday Leave

Each permanent employee having Probationary, Regular or Acting Appointment status shall be entitled to holiday leave with pay on each of the following holidays:

<u>New Year's Day</u>	<u>Independence Day</u>	<u>Thanksgiving Day</u>
<u>Martin Luther King Day</u>	<u>Labor Day</u>	<u>Day after Thanksgiving</u>
<u>President's Day</u>	<u>Columbus Day</u>	<u>Christmas Day</u>
<u>Memorial Day</u> <u>One floating day per fiscal year</u>	<u>Veteran's Day</u>	<u>½ day on Christmas Eve or last working day before Christmas is observed</u>

MAPA employees must be in a pay status before and after the holiday to be eligible for holiday leave with pay. Part-time employees shall be paid proportionately to the percentage of hours worked as compared to a fulltime employee the month prior to the perspective holiday. See Section 8.01.05 for details on the appropriate calculation. A part-time employee may not use holiday in conjunction with actual time worked and other paid time off to exceed 32 hours per week.

The MAPA offices will close on designated holidays. When a holiday falls on Saturday, the holiday will be observed on the preceding Friday; when a holiday falls on Sunday, the holiday will be observed on the following Monday.

8.08 Military Leave - Each full time employee having Probationary, Regular or Acting Appointment status shall be entitled to 15 work days per year military leave for fulfillment of military training requirements of the National Guard, Armed Forces Reserve or the Coast Guard Reserve with pay equivalent to that which would be received if the leave time had been worked. Military leave pay shall be calculated at the employee's regular pay rate less the amount of military pay received for such services. Proof of the amount of military pay received shall be provided to MAPA by the employee.

8.08.01 Use of Leave - Each eligible employee shall make an advance request to use military leave. Such request shall be recommended by the employee's Program Director and approved by the Executive Director. The Executive Director may require a copy of official orders to report for training or other appropriate documentation to support the use of military leave.

8.09 Professional Development (Administrative) Leave - Employees shall be encouraged to further their vocational proficiency through the granting of professional development (administrative) leave time. See Section XIII Employee Benefits, 13.06 Personnel Training and Development.

8.10 Administrative Leave - Administrative leave with pay is an absence from regular work assignments which does not result in a charge against any other kind of accrued leave. Any employee may be placed on administrative leave by the Executive Director for conditions or circumstances deemed appropriate by the Executive Director.

8.11 Leave Without Pay - An employee shall be placed on leave without pay by the Executive Director for absence in excess of accrued leave and for absence not authorized by the Executive Director. An employee may make an advance request to be placed on leave without pay. Such request shall be recommended by the employee's Program Director and may be approved or denied by the Executive Director at his discretion.

8.12 Absence Without Leave - An employee that is absent without prior approval shall be recorded as being absent without leave by the Executive Director. An employee that is absent without leave is subject to discharge by the Executive Director at his discretion. During absence without leave, such absent employee shall not receive pay or accrue any leave or other employee benefits.

8.13 Records - Each employee shall record all used leave on his/her Employee Time Report for each pay period. Appropriately processed Employee Leave Authorization forms shall accompany the Employee Time Report to document authorization for use of leave. A leave account record shall be maintained for each employee. Each leave account record shall report each month the employee's accrued leave, used leave and remaining balance of unused accrued leave. Each employee shall receive a copy of his/her leave account record each month.

## SECTION IX. COMPENSATION

9.01 Pay Periods - Pay periods shall be every two weeks beginning on a Sunday and ending on the second Saturday. Pay dates shall be by the following Thursday. If a pay date lands on a holiday, the pay date will be on the preceding working day.

<b>Position</b>	<b>Pay Range Code</b>	<b>Minimum</b>	<b>Range</b>	<b>Maximum</b>
Executive Director	12	\$97,376		\$128,557
Program Director	11	\$77,495		\$102,312
Director of Finance & Operations	10	\$65,972		\$87,084
Principal Planner	9	\$63,054		\$83,240
Planner	8	\$51,655		\$68,208
Information Officer	8	\$51,655		\$68,208
Heartland 2050 Coordinator	8	\$51,655		\$68,208
Housing Coordinator	8	\$51,655		\$68,208
Fiscal Officer	8	\$51,655		\$68,208
Assoc. Planner	7	\$45,844		\$60,520
Asst. Planner	6	\$43,050		\$56,848
Graphics Specialist	6	\$43,050		\$56,848
Communications Coordinator	6	\$43,050		\$56,848
Graphics Assistant	5	\$40,132		\$52,980
Planning Tech. IV	5	\$40,132		\$52,980
Admin. Assistant	5	\$40,132		\$52,980
Bookkeeper	4	\$37,214		\$49,136
Admin. Secretary	4	\$37,214		\$49,136
Planning Tech. III	3	\$34,222		\$45,195
Secretary	3	\$34,222		\$45,195
Accounting Assistant	3	\$34,222		\$45,195
Planning Tech. II	2	\$28,609		\$37,776
Clerk Typist	2	\$28,609		\$37,776
Clerk	1	\$22,897		\$30,236
Planning Tech. I	1	\$22,897		\$30,236
Intern	1	\$22,897		\$30,236

## Existing Salary Schedule

Position	Pay Range Code	Minimum Annual Salary	Minimum Hourly Salary	Maximum Annual Salary	Maximum Hourly Salary	comment
Executive Director	13	\$97,376		\$128,557		
Program Director	12	\$77,495		\$102,312		
Director of Finance & Operations	11	<b>\$70,972</b>		<b>\$92,084</b>		Sal change
<b>Department Manager</b>	<b>10</b>	<b>\$65,972</b>		<b>\$87,084</b>		New position (CommDev, Transportation)
Principal Planner	9	<b>\$61,054</b>		<b>\$81,240</b>		Sal change
<b>Project Coordinator</b>	8	<b>\$53,655</b>		<b>\$75,208</b>		Name + sal change (H2050, Housing)
Planner	8	<b>\$53,655</b>		<b>\$75,208</b>		Sal change
Information Officer	8	<b>\$53,655</b>		<b>\$75,208</b>		Sal change
Fiscal Officer	8	<b>\$53,655</b>		<b>\$75,208</b>		Sal change
Associate Planner	7	\$47,476		\$65,520		
<b>Graphic Designer</b>	<b>7</b>	<b>\$47,476</b>		<b>\$65,520</b>		New position
Assistant Planner	6	\$43,050	20.70	\$56,848	27.33	
Graphics Specialist	6	\$43,050	20.70	\$56,848	27.33	
<b>Communications Assistant</b>	6	\$43,050	20.70	\$56,848	27.33	Name change
Graphics Assistant	5	\$40,132	19.29	\$52,980	25.47	
Planning Tech. IV	5	\$40,132	19.29	\$52,980	25.47	
Administrative Assistant III	5	\$40,132	19.29	\$52,980	25.47	
<b>Accounting Associate</b>	<b>5</b>	<b>\$40,132</b>	19.29	<b>\$52,980</b>	25.47	New position
Bookkeeper	4	\$37,214	17.89	\$49,136	23.62	
<b>Administrative Assistant II</b>	4	\$37,214	17.89	\$49,136	23.62	Name change
Planning Tech. III	3	\$34,222	16.45	\$45,195	21.73	
<b>Administrative Assistant I</b>	3	\$34,222	16.45	\$45,195	21.73	Name change
Accounting Assistant	3	\$34,222	16.45	\$45,195	21.73	
Planning Tech. II	2	\$28,609	13.75	\$37,776	18.16	
<del>Clerk Typist</del>	<del>2</del>	<del>\$28,609</del>	13.75	<del>\$37,776</del>	18.16	Remove position
<del>Clerk</del>	<del>4</del>	<del>\$22,897</del>	11.01	<del>\$30,236</del>	14.54	Remove position
Planning Tech. I	1	\$22,897	11.01	\$30,236	14.54	
Intern	1	\$22,897	11.01	\$30,236	14.54	

## Proposed Salary Schedule

### 8.07 Holiday Leave

Each permanent employee having Probationary, Regular or Acting Appointment status shall be entitled to holiday leave with pay on each of the following holidays:

<u>New Year's Day</u>	<u>Independence Day</u>	<u>Thanksgiving Day</u>
<u>Martin Luther King Day</u>	<u>Labor Day</u>	<u>Day after Thanksgiving</u>
<u>President's Day</u>	<u>Columbus Day</u>	<u>Christmas Day</u>
<u>Memorial Day</u> <u>One floating day per fiscal year</u>	<u>Veteran's Day</u>	<u>½ day on Christmas Eve or last working day before Christmas is observed</u>

MAPA employees must be in a pay status before and after the holiday to be eligible for holiday leave with pay. Part-time employees shall be paid proportionately to the percentage of hours worked as compared to a fulltime employee the month prior to the perspective holiday. See Section 8.01.05 for details on the appropriate calculation. A part-time employee may not use holiday in conjunction with actual time worked and other paid time off to exceed 32 hours per week.

The MAPA offices will close on designated holidays. When a holiday falls on Saturday, the holiday will be observed on the preceding Friday; when a holiday falls on Sunday, the holiday will be observed on the following Monday.



## AGREEMENT

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Omaha, a Nebraska municipal corporation (hereinafter referred to as “City”) and the **Metropolitan Area Planning Agency**, 2222 Cuming Street, Omaha, NE 68502 (hereinafter referred to as “Contractor”).

WHEREAS, the City of Omaha, in furtherance of its statutory authority to promote public health, welfare, and safety to its citizens and residents, wishes to contract with the Contractor, as described below, to obtain the Contractor's services in the implementation of this Grant Award; and,

WHEREAS, the City has set-aside funding from the 2017 Community Service allocation for the implementation of this Grant Award.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the City and the Contractor mutually undertake and agree as follows:

### I.

#### DUTIES OF THE CONTRACTOR

The Contractor agrees to do the following, along with all other obligations expressed or implied in this Agreement:

A. The Contractor will provide the services and duties as stated more fully in the Metropolitan Area Planning Agency 2017 Community Services Application, and any future approved budget modifications.

The Contractor will operate Heartland 2050 to maximize development in disadvantaged areas by expanding job and business growth within the Greater Omaha Area.

#### **Metropolitan Area Planning Agency**

<u>Item</u>	<u>Computation</u>	<u>Cost</u>
H2050 Project Coordinator	\$69,000/year x 15% time contribution	\$10,350
H2050 Community Engagement Coordinator	\$46,000/year x 15% time contribution	\$ 6,900
H2050 Intern	\$12,500/year x 22% time contribution	<u>\$ 2,750</u>
<b>Grant Award Amount:</b>		<b>\$20,000</b>

B. The Contractor will be responsible for all aspects of the project including day-to-day management of the Program. The identity of the chief executive of the Contractor and any changes thereof shall be provided to the City.

C. The Contractor shall maintain an accounting system that accurately tracks income and expenditures associated with this Grant Award separate from other agency funds.

D. The Contractor agrees to comply with the financial and administrative requirements set forth in the City of Omaha Grants Management Handbook.

E. The Contractor understands and agrees that funds may be frozen if the Contractor does not respond in a timely fashion to requests to address audit findings and financial or programmatic monitoring findings.

F. The Contractor shall allow the City to have access to the Contractor's records and program site for the purpose of financial and/or program audits, as may be required in the sole discretion of the City or its authorized designee. The Contractor shall retain all documents for a minimum of five years following the completion of this Grant Award.

G. The Contractor will implement and enforce, as to its employees, a drug-free workplace policy substantiality similar to the City of Omaha's policy which is on file with the Human Resources Department.

H. The Contractor will provide an executed W-9 Verification form.

I. 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.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

## II.

### TERM

This Agreement shall become effective on January 1, 2017 and shall terminate on December 31, 2017. Either party may immediately terminate this Agreement upon mailing prior written notice thereof to the other party; provided, that in the event of such early termination, the Contractor shall immediately return to the City all unexpended funds advanced to the Contractor under this Grant Award.

In the event the Contractor requires an extension to the terms of this Grant Award, requests must be submitted in writing to the City's Grant Administrator no later than 45 days prior to the end of the Award term. In the event of an extension approval, the Agreement shall automatically be extended to the end of the approved extension.

### III.

#### COMPENSATION

The City shall compensate the Contractor in an amount not to exceed, under any circumstances, \$20,000 ("Maximum Compensation"). Following the execution of this Agreement, the Contractor must submit quarterly reimbursement requests by the due by dates outlined under IV. Reporting Requirements. Quarterly Reimbursement Requests must detail funds expended during the quarter, along with clear, concise, and detailed backup documentation supporting all expenses. Quarterly Reimbursement Requests are required even if no funds were expended during the time period. All requests for reimbursement shall be submitted electronically to the City of Omaha, Mayor's Office, Grant Administrator. Originals shall be retained in the Contractors records and made available upon request for audit purposes.

Any tangible equipment purchased by the Contractor with funds pursuant to this Agreement shall be the property of the Contractor.

### IV.

#### REPORTING REQUIREMENTS

The Contractor shall comply with all reporting, data collection and evaluation requirements, as prescribed below and as outlined in the City of Omaha Grants Management Handbook. All reports for reimbursement shall be submitted electronically to the City of Omaha, Mayor's Office, Grant Administrator. Originals shall be retained in the Contractors records and made available upon request for audit purposes.

A. **Quarterly Report Filing Schedule:** Programmatic performance reports, and fiscal expense and reimbursement requests are due quarterly as identified below during the term of this Grant Award.

B. **Close Out Reporting:** Grant Awards will only be closed out once all final documentation has been received from the Contractor and approved by the City. Final programmatic performance reports, and fiscal expense and reimbursement requests are due by the deadline identified below.

<b>Progress Report Schedule</b>				
<b>Reporting Period</b>	<b>Programmatic Report</b>		<b>Fiscal Expense &amp; Reimbursement Requests</b>	
	Due by Date	Delinquent After	Due by Date	Delinquent After
January – March	4/30/17	4/30/17	4/30/17	4/30/17
April – June	7/30/17	7/30/17	7/30/17	7/30/17
July – September	10/30/17	10/30/17	10/30/17	10/30/17
October – December	1/30/18	1/30/18	1/30/18	1/30/18
Final Close Out	1/30/18	1/30/18	1/30/18	1/30/18

C. **Grant Award Adjustment:** Grant Award funds must be used for the purposes identified in the Contractor’s 2017 Community Services Application. The Contractor shall not undertake any work or activities that are not described in the Application, and that uses staff, equipment, or other goods or services paid for with Grant Award funds, without prior written approval from the City’s Grant Administrator.

The Contractor must submit an adjustment request to the City when any of the following will occur: the focus of the Contractor’s funded Project changes; there is a change in the start or end date of the funded project; a new project director or fiscal officer is assigned to the Project by the Contractor; or a budget modification is requested by the Contractor to transfer dollars between budget line items. No budget revisions are to be made by the Contractor without prior written approval from the City’s Grant Administrator.

V.

INDEMNITY

To the extent allowed by law, the Contractor covenants and agrees to indemnify and hold harmless the City of Omaha, their officers, agents and employees, their successors and assigns, individually or collectively, from and against all liability for any fines, claims, suits, demands, actions or causes of action of any kind and nature asserted by the Contractor or by anyone else, for personal injury or death, or property damage in any way arising out of or resulting from the acts of the Contractor’s employees or agents pursuant to this Agreement, and the Contractor further agrees to pay all expenses in defending against any claims made against the city of Omaha provided, however, that the Contractor shall not be liable for any injury, damage or loss occasioned by the sole negligence or willful misconduct of the City, its agents or employees.

The Contractor, and the City of Omaha shall give prompt and timely written notice of any claim made or suit instituted which, in any way, directly or indirectly, contingently or otherwise, affects or might affect the other parties.

## VI.

### EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

1. The Contractor shall not discriminate against any employee applicant for employment because of race, religion, color, sex, age, sexual orientation, gender identity, disability or national origin. The Contractor shall ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, age, sexual orientation, gender identity, disability or national origin. As used herein, the word "treated" shall mean and include, without limitation, the following: recruited, whether by advertising or by other means; compensated; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated. The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.

2. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, gender identity or national origin, age, disability.

3. The Contractor shall send to each representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of the Contractor's commitments under the equal employment opportunity clause of the City and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor shall furnish to the Human Rights and Relations Director all federal forms containing the information and reports required by the Federal Government for federal contracts under federal rules and regulations, including the information required by section 10-192 to 10-194, inclusive, and shall permit reasonable access to his records. Records accessible to the Human Rights and Relations Director shall be those which are related to paragraphs (1) through (7) of this subsection and only after reasonable notice is given the contractor. The purpose of this provision is to provide for investigation to ascertain compliance with the program provided for herein.

5. The Contractor shall take such actions with respect to any subcontractor as the City may direct as a means of enforcing the provisions of paragraphs (1) through (7) herein, including penalties and sanctions for noncompliance; however, in the event the Contractor becomes involved in or is threatened with litigation as the result of such directions by the City, the City will enter into such litigation as is necessary to protect the interests of the City and to effectuate these provisions of this division; and in the case of contracts receiving federal assistance, the Contractor or the City may request the United States to enter into such litigation to protect the interests of the United States.

6. The Contractor shall file and shall cause his subcontractors, if any to file compliance reports with the Contractor in the same form and to the same extent as required by the Federal Government for federal contracts under federal rules and regulations. Such compliance reports shall be filed with the

Human Rights and Relations Director. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and his subcontractors.

7. The Contractor shall include the provisions of paragraphs (1) through (7) of this section, "Equal employment opportunity clause," and section 10-193 in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

## VII.

### DEBARMENT OR SUSPENSION BY ANY FEDERAL AGENCY

Office of Management and Budget (OMB) guidelines require that any individual or entity that has been placed on the Excluded Parties List System (EPLS - available for review through [www.sam.gov](http://www.sam.gov)) may not be a participant in a Federal Agency transaction that is a covered transaction or act as a principal of a person participating in one of those covered transactions. These guidelines apply to covered transactions under a grant award from any Federal agency for which a recipient expects to receive reimbursement for expenditures incurred or an advance on future expenditures.

The Contractor providing goods and/or services to the City of Omaha, by acceptance and execution of this Agreement agrees, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Contractor further agrees, by accepting and executing this Grant Award, that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Contractor or any lower tier participant is unable to certify this statement, it shall attach an explanation to this Agreement.

## VIII.

### INDEPENDENT CONTRACTOR

It is understood and agreed by and between the parties that any and all acts that the Contractor or its employees, agents, contractors or servants perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the City. Neither Contractor nor any of its employees or agents shall be construed to be the employee or agent of the City for any purpose whatsoever. Contractor shall not be entitled to any benefits of the City. The City shall not provide any insurance coverage to the Contractor or its respective employees including, but not limited to workers' compensation insurance. Contractor and the City shall each pay all wages, salaries and other amounts due to its respective employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters.

Contractor shall have no authority to bind the City or by or with any contract or agreement, nor to impose any liability upon the City. All acts and contracts of the Contractor shall be in its own name and not in the name of the City, unless otherwise provided herein.

IX.

CAPTIONS

Captions used in this contract are for convenience and are not used in the construction of this contract.

X.

APPLICABLE LAW

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

XI.

CONFLICT OF INTEREST

A. No elected official nor any officer or employee of the City shall, during their tenure and one year thereafter, have a financial interest, direct or indirect, in this Grant Award or in any funds transferred hereunder. Any violation of this section shall render the Agreement voidable by the City or the Contractor.

B. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict with the performance required to be performed under this Agreement; it further covenants that, in the performance of this Grant Award, no person having any such interest shall be employed.

XII.

WARRANTY AS TO COMMISSIONS

The Contractor warrants that it has not employed any person to solicit or secure the Agreement upon any agreement for commission, percentage, brokerage, or contingent fee.

XIII.

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.

XIV.

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.

XV.

ASSIGNMENT

Neither party may assign its rights under this Agreement without the express prior written consent of the other party.

XVI.

CONTRACT DOCUMENTS

The Contractor is responsible for review of and compliance with each of the terms of this Grant Award. The parties agree that this Agreement shall include, as if fully set forth herein, the Metropolitan Area Planning Agency 2017 Community Services Application; FFATA Reporting Form; and Audit Certification which are attached hereto.



XVII.

AUTHORIZED REPRESENTATIVE

In further consideration of the mutual covenants herein contained, the parties hereto expressly agree that for purposes of notice, including legal service of process, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the following named individuals shall be the authorized representatives of the parties:

- (a) CITY OF OMAHA  
 Jean Stothert, Mayor  
 Office of the Mayor  
 1819 Farnam Street, Suite 300  
 Omaha, Nebraska 68183  
 Contact: Gail Braun, Grant Administrator  
 Phone: (402) 444-5286
- (b) CONTRACTOR  
 Metropolitan Area Planning Agency  
 Attn: Greg Youell, Executive Director  
 2222 Cuming Street  
 Omaha, Nebraska 68502  
 Contact: Karna Loewenstein  
 Phone: (402) 444-6866 extension 225

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF OMAHA, NEBRASKA

METROPOLITAN AREA PLANNING AGENCY

\_\_\_\_\_  
 Jean Stothert, Mayor Date

\_\_\_\_\_  
 Greg Youell, Executive Director Date

ATTEST:

\_\_\_\_\_  
 Buster Brown, City Clerk Date

APPROVED AS TO FORM:

\_\_\_\_\_  
 Deputy City Attorney Date

MAPA  
CONTRACT COVER PLATE

CONTRACT IDENTIFICATION

1. Contract Parties: MAPA-City of Council Bluffs
2. Project Title: 17904400301 City of Council Bluffs Paratransit Services
3. Effective Date: November 1, 2016
4. Completion Date: October 31, 2017

CONTRACT PARTIES

5. Contractor Name and Address: City of Council Bluffs  
209 Pearl Street  
Council Bluffs, IA 51503
6. The Planning Agency: The Omaha-Council Bluffs Metropolitan Area Planning Agency  
2222 Cuming Street  
Omaha, Nebraska 68102

ACCOUNTING DATA

7. Contract -\$75,190 of FTA 5310 (CFDA 20.513) funds less independent audit and inspection fees, unless acceptable compliance with OMB Circular A-133 can be substituted, plus \$75,190 in matching funds.

DATES OF SIGNING AND MAPA BOARD APPROVAL

8. Date of MAPA Board Approval –
9. Date of Legal Review –
10. Date of FTA Release of Funds –

AGREEMENT  
FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this first day of November, 2016, by and between City of Council Bluffs, 209 Pearl Street, Council Bluffs, IA 51503, herein after referred to as "the Contractor", and the Omaha-Council Bluffs Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska 68102, hereinafter referred to as "MAPA", providing for professional services described herein.

NOW, THEREFORE, it is mutually understood and agreed by the parties hereto as follows:

1. EMPLOYMENT OF THE CONTRACTOR

The Contractor agrees to undertake certain transportation planning activities identified in 49 USC 5310-Formula Grants for Enhanced Mobility of Seniors and Individuals with disabilities. This Agreement shall be subject to all required provisions of FTA Project NE-2016-015-00 attached and incorporated hereto by reference (Exhibit A).

2. AREA COVERED

The service area to be covered under this Agreement shall be the Omaha-Council Bluffs urbanized area. The Council Bluffs paratransit service area is ¾ mile buffer around the fixed route. This equates to the city limits of Council Bluffs and Dodge corridor to 42<sup>nd</sup> Street to University of Nebraska Medical Center (UNMC) and the Veteran Affairs Hospital (VA).

3. SCOPE OF SERVICES

- A. The Contractor shall do, perform, and carry out the duties stated herein Exhibit B.
- B. The Contractor will cooperate with MAPA in the preparation of information and reports to meet, in a timely manner, the requirements of the FTA. MAPA will be provided a copy of data and reports developed as a result of this Agreement.
- C. The Contractor will be available to provide quarterly oral reports to the MAPA Coordinated Transportation Committee and the MAPA Board of Directors when necessary, and will submit written quarterly progress reports. These progress reports will provide the following information: work performed during the completed quarter, conformance to approved project scope, percent completed, if on schedule, and planned activities for the next quarter. These reports need to be submitted no later than 30 days after the end of each quarter.

4. PERSONNEL

- A. The Contractor represents that it has, or will secure all personnel required in performing the services under this Agreement without exceeding the project budget. Such personnel will not have any other

financial interest pertaining to work covered by this Agreement.

B. All of the services required hereunder shall be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and authorized under state and local law to perform such services.

C. The Contractor has subcontracted with Midwest Medical Transport. All changes to subcontracted services covered by this Agreement shall be reviewed and approved prior to contracting by MAPA and FTA. The Contractor must follow the federal requirements as it pertains to the procurement of goods and services. The Contractor shall provide to MAPA, as well as State and Federal Agencies, upon request proof of the procurement process.

## 5. 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.

## 6. TIME OF PERFORMANCE

The Contractor agrees to perform the services of this Agreement as stated herein, within the time of this Agreement. The agreement shall cover work performed beginning November 1, 2016 and ending October 30, 2017.

## 7. COMPENSATION

Contingent upon receipt of Federal Transit Administration (FTA) 5310 funds under FTA Project NE-2016-015-00, MAPA agrees to pay for the services rendered by the Contractor under the terms of this Agreement, compensation on a cost reimbursement basis for costs incurred and to include direct costs not to exceed in any event seventy-five thousand on hundred ninety dollars (\$75,190) less independent audit and inspection fees, unless acceptable compliance with Office of Management and Budget (OMB) Circular A-133 can be substituted. The Contractor agrees to contribute in cash or in services a minimum requirement of seventy-five thousand one hundred ninety dollars (\$75,190). Services shall be defined as staff time paid with non-federal dollars or equipment purchased with non-federal dollars. (Exhibit C)

A. Direct Labor Costs are the earnings that individuals receive for the time they are working directly on the project.

a. Hourly Rates: For hourly employees, the hourly earnings rate shall be their employee's straight

time hourly rate for the pay period in which the work was performed plus overhead. The approved rates and estimated hours are included in the budget (Attachment C).

b. Time Reports: The hours charged to the project must be supported by adequate time distribution records that clearly indicate the distribution of hours to all projects/activities on a daily basis for the entire pay period. Time reports must provide a clear identifying link to the projects: such as project description, project number, pertinent work phase, dates of service, and the individual's name and position. There must be an adequate system of internal controls in place to ensure that time charges are correct and have the appropriate supervisory approval.

B. Direct Non-Labor Costs: These costs include all necessary, actual, and allowable costs related to completing the work under the agreement, including but not limited to: meals, lodging, mileage, subject to the limitations outlined below; communication costs; reproduction and printing costs; special equipment and materials required for the project; special insurance premiums if required solely for this agreement; and such other allowable items. Meal and lodging expenses shall not exceed IRS published per diem rates for the region. Alcoholic beverages are not considered to be an allowable expense and are not reimbursable.

A non-labor cost charged as a direct cost cannot be included in the Consultant's overhead rate. If for reasons of practicality, the consultant is treating a direct non-labor cost category, in its entirety, as an overhead cost, then costs from that category are not eligible to be billed to this project as a direct expense.

Consultant shall submit to the Planning Agency an invoice or billing itemizing all direct non-labor costs claimed for work under this agreement, and all supporting receipts or invoices.

## 8. ACCOUNTING RECORDS

- A. The Contractor shall establish and maintain accounts for the project in a manner consistent with OMB Circular A-133 and in accordance with applicable provisions of 23 CFR 172.
- B. Expenditures shall be in conformance with the standards for allowability of costs set forth in OMB Circular A-87 and the contract cost principles and procedures set forth in 2 CFR Part 200 of the Catalog of Federal Regulations.
- C. The Contractor shall establish and maintain separate accounts for expenditures under FTA Project NE-16-X039-01.

## 9. SUBMISSION OF VOUCHERS/INVOICES

- A. The Contractor may submit monthly, but no less than quarterly, documented invoices of costs incurred for the work elements and work activities that were previously identified in Sections 3A of this Agreement.

Said reports shall account for the expenditure of Federal and Contractor shares, shall indicate work program percentage completion, and shall contain a statement of the Contractor's estimate of the percentage of work completed and be signed by a responsible representative of the Contractor's certifying that all of the items herein are true and correct for the work performed under the terms of this Agreement. Final payment shall be made upon determination by MAPA and FTA that all requirements hereunder have been completed, which determination shall not be unreasonably withheld. Promptly after receipt of the Contractor's invoices, and following receipt of funds from FTA Project NE-2016-015-00. MAPA shall make payment thereon to the Contractor. MAPA may withhold ten percent (10%) of the total compensation pending a final audit of this Agreement.

- B. All invoices shall be taken from the books of account kept by the Contractor shall have available copies of payroll distribution, receipted bills or other documents reasonably required by MAPA. The Contractor shall use actual labor rates for billing purposes.
- C. The Contractor shall have available a listing of all Contractor personnel positions that may be selected or assigned to the work contemplated herein. Said listing shall indicate the title or classification and salary range of each such position. It is agreed that employees of the Contractor, whose time is directly assignable to the FY 2017 Program, shall keep and sign a time record showing the work element and work activity of the FY 2017 Program, date and hours worked, and title of position.

#### 10. TERMINATION OF AGREEMENT FOR CAUSE

- A. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, or refuse to accept changes required by FTA, MAPA shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings and reports prepared by the Contractor shall be made available to MAPA, and the Contractor shall be entitled to receive compensation for all expenses incurred or obligated on all work mutually agreed to be satisfactorily completed through the effective date of termination.
- B. The above also applies when the contract may be terminated because of circumstances beyond the control of MAPA or the Contractor.

#### 11. CHANGES

The Contractor or MAPA may, from time to time, request changes in the Scope of Services set forth in this Agreement to be performed by the Contractor. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between MAPA and the Contractor, and subject to the approval of the FTA, shall be incorporated in written amendments to this Agreement.

## 12. RECORDS AND AUDITS

- A. The Contractor shall maintain an accurate cost-keeping system as to all costs incurred in connection with the subject of this Agreement and shall produce for examination books of account, bills, invoices and other vouchers, or certified copies thereof if originals are lost, at such reasonable time and place as may be designated by MAPA, FTA or a designated Federal representative and shall permit extracts and copies thereof to be made during the contract period and for three years after the final FTA-MAPA audit is completed, resolved and closed.
- B. The Contractor shall at all times afford a representative of MAPA, FTA, or any authorized representative of the Federal government, reasonable facilities for examination and audits of the cost account records, shall make such returns and reports to a representative as he may require, shall produce and exhibit such books, accounts, documents and property as the representative may desire to inspect, and shall in all things aid him in the performance of audit duties.
- C. The Contractor shall be responsible for meeting the audit requirements of OMB Circular A-133, or any revision or supplement thereof. OMB Circular A-133 states that when expenditures of federal awards, whether pass-through or direct, in total exceed \$500,000 in a fiscal year or \$750,000 for fiscal years beginning after January 1, 2015, an A-133 Audit is required. Pass-through monies from MAPA shall be separately identified on Consultant's *Schedule of Expenditures of Federal Awards* as reported in their financial audit.
- D. If any amount paid by MAPA to the Contractor under this agreement as found to be ineligible for reimbursement from FTA, the Contractor shall pay such amount back to MAPA.

## 13. PROHIBITED INTEREST

- A. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.
- B. No member, officer, or employee of MAPA or of a local governing public body during his tenure or one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

## 14. ASSIGNABILITY

Neither the Contractor nor MAPA shall assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written mutual consent.

## 15. CLAIMS

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. It is further agreed that any and all employees of either party while engaged in the performance of any work or service required or provided for herein to be

performed by that party, shall not be considered employees of the other party, and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Nebraska on behalf of said employees, while so engaged, and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees, shall in no way be the obligation or responsibility of the other party.

#### 16. INTEREST OF THE CONTRACTOR

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

#### 17. IDENTIFICATION OF DOCUMENTS

A. All reports, maps, and other documents completed as part of this Agreement, other than documents completed exclusively for internal use within MAPA, shall carry the following notation on the front cover or a title page (or, in the case of maps in the same block) containing the name of MAPA, the Contractor and the following:

*"The preparation of this report, document, etc. was financed in part through a Federal grant from the Department of Transportation under U.S.C. Section 5310 Formula Grants for Enhanced Mobility of Seniors and Individuals with Disabilities"*

Together with the date (month and year) the document was prepared.

B. Originals of all documents including computer tapes, tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of service under terms of this Agreement are to be the joint property of the political jurisdiction and governmental agencies participating in the transportation planning process. Copies of said documents will be made available to such participants upon request at costs of such reproduction.

#### 18. PUBLICATION OR RELEASE OF INFORMATION

A. Papers, interim reports, forms or other material which are a part of the work under contract will not be copyrighted without written approval of FTA.

B. Either party to the Agreement may initiate a request for publication of the final or interim reports, or any portions thereof.

C. Publication by either party shall give credit to the other party and to FTA. However, if FTA does not wish to subscribe to the findings or conclusions of the study the following statement shall be included on the credit sheet: "The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of FTA."



- D. In the event of failure of agreement between FTA and the Contractor relative to the publication of any reports during the period of the contract, each party reserves the right to publish independently, in which event the nonconcurrence of the other party shall be set forth, if requested.
- E. Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with participants in the Transportation Planning Program, small technical groups or lectures to employees or students. Lectures to other groups which describe the plans are permissible.
- F. Neither party shall publish nor otherwise disclose, nor permit to be disclosed or published, the results of the investigation herein contemplated, during the period of the Agreement, without notifying the other party.
- G. When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, abstracts may be used for notification of intent to present a paper based on the study. Such presentation must protect the interest of the other party by the inclusion of a statement in the paper and in presentation to the effect that the paper had not been reviewed by the State.

#### 19. NONDISCRIMINATION

- A. In connection with the execution of this Agreement, the Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- B. The Contractor agrees to comply with the requirements of Title VI of the Civil Rights Act of 1964.
- C. The Contractor further agrees to comply with any and all requirements of the U. S. Department of Transportation and the Federal Transit Administration regarding equal employment opportunity and nondiscrimination. (See Exhibit B attached and incorporated hereto by reference.)

#### 20. DISADVANTAGED BUSINESS ENTERPRISE

In connection with the performance of this Agreement, the Contractor will cooperate with the project sponsor in meeting commitments and goals with regard to the maximum utilization of disadvantaged business enterprises and will use its best efforts to insure that disadvantaged business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement.

#### 21. COPELAND "ANTI-KICKBACK" ACT (*18 U.S.C. 874 and 40 U.S.C. 276c*)

The Consultant or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

22. DAVIS-BACON ACT, *as amended (40 U.S.C. 276a to a-7)*

The Consultant and subcontractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

23. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (*40 U.S.C. 327-333*)

The Consultant and subcontractors shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

24. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Any performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

25. DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689)

The Consultant and all subcontractors assert the organization or individuals are not listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR part 180 that implement E.O.s 12549 (3 CFR, 1986 Comp., p. 189) and 12689 (3 CFR, 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549.[69 FR 26281, May 11, 2004, as amended at 70 FR 51879, Aug. 31, 2005]

26. HOLD HARMLESS

The Consultant agrees to and shall indemnify, save and hold harmless the Planning Agency, its members, officers, employees, and agents, from all claims and liability of whatsoever kind or character

due to or arising out of the acts and conduct of the Consultant, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Consultant doing the work herein contracted for, or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement, and also from all claims of damage for infringement of any patent in fulfilling this Agreement. The Consultant will procure and maintain adequate public liability and property damage insurance to protect the Planning Agency, its members, officers, employees, and agents, and will, upon request of the Planning Agency, furnish proof of compliance with this requirement.

27. DRUG FREE POLICY

Both parties have established and maintain drug free workplace policies.

28. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. 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 except as provided herein.

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed by their proper officers and representatives.

OMAHA-COUNCIL BLUFFS METROPOLITAN  
AREA PLANNING AGENCY

Attest: \_\_\_\_\_ by \_\_\_\_\_  
Chairman, Board of Directors

CITY OF COUNCIL BLUFFS

Attest: \_\_\_\_\_ by \_\_\_\_\_  
Authorized Official

APPROVED AS TO LEGAL FORM

DATE \_\_\_\_\_

Signed \_\_\_\_\_  
Legal Counsel

# Exhibit B

## City of Council Bluffs, Iowa request for 5310 FTA funds for the Elderly and Persons

### With Disabilities

#### **Scope of Services**

SFY16 Cost of Contracted Services for the City of Council Bluffs Paratransit Service known as the Council Bluffs Special Transit Service (STS) serving the elderly and disabled citizens of Council Bluffs with transportation within the city limits of Council Bluffs and to three (3) designated medical facilities in Omaha, NE, i.e. CHI-Creighton Medical Center, the University of Nebraska Medical Center and the VA Medical Center.

STS provided 15,021 rides in SFY16 and traveled 113,528 miles, with 106,395 revenue miles. Service is provided Monday-Saturday, mirroring the fixed route service provided by Metro. Our service provides rides to anyone living in Council Bluffs that completes the application and meets the criteria for disabled. Rides are provided not only to medical facilities but also for any daily activities for which the individual needs transportation. The cost of service to the individuals is \$2.50 per ride.

#### **Budget**

**Operations:** The 5310 \$75,190 request will be used for operations of the paratransit service. Operation of the service is contracted with Midwest Medical Transport Service, Omaha, NE. For overflow, Casino Cab Company in Council Bluffs, IA will also transport. The call center at this location receives calls for service, a schedule is set for the following day(s) of service and their drivers pick up the City's vehicles at the Public Works Fleet Maintenance Facility to run the routes for the day. Currently, 3 to 4 vehicles are used each day Monday-Saturday to meet the needs of this service. Maintenance of the vehicles and fuel are obtained at the City's Public Works Fleet Maintenance Facility as the vehicles are owned by the City.

#### **Local Match**

The City's transit levy provides the local match needed for this service.

## Exhibit C: Project Budget

**Project Name:** Council Bluffs Special Transit Service (STS)

**Contact Name:** Ann Grober, Resource and Prog. Coordinator

		Year 1	
Budget Detail	Total Cost Year 1	5310 Funds	Local Match
<b>A. OPERATING EXPENSES<sup>1</sup></b>			
1. Contracted Services	\$ 150,380	\$ 75,190	\$ 75,190
<b>Subtotal - Operating Expenses</b>	<b>\$ 150,380</b>	<b>\$ 75,190</b>	<b>\$ 75,190</b>
<b>C. PROGRAM TOTAL BUDGET</b>			
	<b>\$ 150,380</b>	<b>\$ 75,190</b>	<b>\$ 75,190</b>
	<b>Year 1 Program Total</b>	<b>Year 1 5310 Funds</b>	<b>Year 1 Local Match Total</b>

<sup>1</sup> 5310 funding for Operating Expenses may not exceed 50% of the total cost.

MAPA  
CONTRACT COVER PLATE

CONTRACT IDENTIFICATION

1. Contract Parties: MAPA-Florence Home for the Aged
2. Project Title: Florence Home for the Aged Paratransit Service
3. Effective Date: July 1, 2016
4. Completion Date: October 31, 2017

CONTRACT PARTIES

5. Contractor Name and Address: Florence Home for the Aged  
7915 N. 30<sup>th</sup> St.  
Omaha, NE 68112
6. The Planning Agency: The Omaha-Council Bluffs Metropolitan Area Planning Agency  
2222 Cuming Street  
Omaha, Nebraska 68102

ACCOUNTING DATA

7. Contract -\$43,972 of FTA 5310 (CFDA 20.513) funds less independent audit and inspection fees, unless acceptable compliance with OMB Circular A-133 can be substituted, plus \$43,972 in matching funds.

DATES OF SIGNING AND MAPA BOARD APPROVAL

8. Date of MAPA Board Approval –
9. Date of Legal Review –
10. Date of FTA Release of Funds –

AGREEMENT  
FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this first day of July, 2016, by and between Florence Home for the Aged, 7915 N. 30<sup>th</sup> St., Omaha, NE 68112, herein after referred to as "the Contractor", and the Omaha-Council Bluffs Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska 68102, hereinafter referred to as "MAPA", providing for professional services described herein.

NOW, THEREFORE, it is mutually understood and agreed by the parties hereto as follows:

1. EMPLOYMENT OF THE CONTRACTOR

The Contractor agrees to undertake certain paratransit services as identified in Section 5310 Formula Grant for Enhanced Mobility of Seniors and Individuals with Disabilities. This Agreement shall be subject to all required provisions of FTA Projects NE-16-X039-01 and NE-2016-015-03-00 attached and incorporated hereto by reference (Exhibits A and B respectively).

2. AREA COVERED

The service area to be covered under this Agreement shall be the Omaha-Council Bluffs urbanized area. The Contractor will provide paratransit service for veterans, the elderly, and disabled individuals.

3. SCOPE OF SERVICES

- A. The Contractor shall do, perform, and carry out the duties stated herein Exhibit C.
- B. The Contractor will cooperate with MAPA in the preparation of information and reports to meet, in a timely manner, the requirements of the FTA. MAPA will be provided a copy of data and reports developed as a result of this Agreement.
- C. The Contractor will be available to provide quarterly oral reports to the MAPA Coordinated Transportation Committee and the MAPA Board of Directors when necessary, and will submit written quarterly progress reports. These progress reports will provide the following information: work performed during the completed quarter, conformance to approved project scope, percent completed, if on schedule, and planned activities for the next quarter. These reports need to be submitted no later than 30 days after the end of each quarter.

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- A. The Contractor represents that it has, or will secure all personnel required in performing the services under this Agreement without exceeding the project budget. Such personnel will not have any other financial interest pertaining to work covered by this Agreement.
- B. All of the services required hereunder shall be performed by the Contractor or under its supervision and



all personnel engaged in the work shall be fully qualified and authorized under state and local law to perform such services.

C. All subcontracted services covered by this Agreement shall be reviewed and approved prior to contracting by MAPA and FTA. The Contactor must follow the federal requirements as it pertains to the procurement of goods and services. The Contractor shall provide to MAPA, as well as State and Federal Agencies, upon request proof of the procurement process.

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a. Hourly Rates: For hourly employees, the hourly earnings rate shall be their employee's straight time hourly rate for the pay period in which the work was performed plus overhead. The approved rates and estimated hours are included in the budget (Exhibit D).

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Consultant shall submit to the Planning Agency an invoice or billing itemizing all direct non-labor costs claimed for work under this agreement, and all supporting receipts or invoices.

## 8. ACCOUNTING RECORDS

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percentage of work completed and be signed by a responsible representative of the Contractor's certifying that all of the items herein are true and correct for the work performed under the terms of this Agreement. Final payment shall be made upon determination by MAPA and FTA that all requirements hereunder have been completed, which determination shall not be unreasonably withheld. Promptly after receipt of the Contractor's invoices, and following receipt of funds from FTA Projects NE-16-X039-01 and NE-2016-015-03-00. MAPA shall make payment thereon to the Contractor. MAPA may withhold ten percent (10%) of the total compensation pending a final audit of this Agreement.

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- A. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, or refuse to accept changes required by FTA, MAPA shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings and reports prepared by the Contractor shall be made available to MAPA, and the Contractor shall be entitled to receive compensation for all expenses incurred or obligated on all work mutually agreed to be satisfactorily completed through the effective date of termination.
- B. The above also applies when the contract may be terminated because of circumstances beyond the control of MAPA or the Contractor.

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The Contractor or MAPA may, from time to time, request changes in the Scope of Services set forth in this Agreement to be performed by the Contractor. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between MAPA and the Contractor, and subject to the approval of the FTA, shall be incorporated in written amendments to this Agreement.

#### 12. RECORDS AND AUDITS

- A. The Contractor shall maintain an accurate cost-keeping system as to all costs incurred in connection with the subject of this Agreement and shall produce for examination books of account, bills, invoices and

other vouchers, or certified copies thereof if originals are lost, at such reasonable time and place as may be designated by MAPA, FTA or a designated Federal representative and shall permit extracts and copies thereof to be made during the contract period and for three years after the final FTA-MAPA audit is completed, resolved and closed.

- B. The Contractor shall at all times afford a representative of MAPA, FTA, or any authorized representative of the Federal government, reasonable facilities for examination and audits of the cost account records, shall make such returns and reports to a representative as he may require, shall produce and exhibit such books, accounts, documents and property as the representative may desire to inspect, and shall in all things aid him in the performance of audit duties.
- C. The Contractor shall be responsible for meeting the audit requirements of OMB Circular A-133, or any revision or supplement thereof. OMB Circular A-133 states that when expenditures of federal awards, whether pass-through or direct, in total exceed \$500,000 in a fiscal year or \$750,000 for fiscal years beginning after January 1, 2015, an A-133 Audit is required. Pass-through monies from MAPA shall be separately identified on the Contractor's *Schedule of Expenditures of Federal Awards* as reported in their financial audit.
- D. If any amount paid by MAPA to the Contractor under this agreement as found to be ineligible for reimbursement from FTA, the Contractor shall pay such amount back to MAPA.

### 13. PROHIBITED INTEREST

- A. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.
- B. No member, officer, or employee of MAPA or of a local governing public body during his tenure or one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

### 14. ASSIGNABILITY

Neither the Contractor nor MAPA shall assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written mutual consent.

### 15. CLAIMS

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. It is further agreed that any and all employees of either party while engaged in the performance of any work or service required or provided for herein to be performed by that party, shall not be considered employees of the other party, and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Nebraska on behalf of said employees, while so engaged, and any and all claims made by any third parties as a consequence of any

act or omission on the part of said employees, shall in no way be the obligation or responsibility of the other party.

#### 16. INTEREST OF THE CONTRACTOR

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

#### 17. IDENTIFICATION OF DOCUMENTS

A. All reports, maps, and other documents completed as part of this Agreement, other than documents completed exclusively for internal use within MAPA, shall carry the following notation on the front cover or a title page (or, in the case of maps in the same block) containing the name of MAPA, the Contractor and the following:

*"The preparation of this report, document, etc. was financed in part through a Federal grant from the Department of Transportation under U.S.C. Section 5310 Formula Grants for Enhanced Mobility of Seniors and Individuals with Disabilities"*

Together with the date (month and year) the document was prepared.

B. Originals of all documents including computer tapes, tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of service under terms of this Agreement are to be the joint property of the political jurisdiction and governmental agencies participating in the transportation planning process. Copies of said documents will be made available to such participants upon request at costs of such reproduction.

#### 18. PUBLICATION OR RELEASE OF INFORMATION

A. Papers, interim reports, forms or other material which are a part of the work under contract will not be copyrighted without written approval of FTA.

B. Either party to the Agreement may initiate a request for publication of the final or interim reports, or any portions thereof.

C. Publication by either party shall give credit to the other party and to FTA. However, if FTA does not wish to subscribe to the findings or conclusions of the study the following statement shall be included on the credit sheet: "The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of FTA."

D. In the event of failure of agreement between FTA and the Contractor relative to the publication of any reports during the period of the contract, each party reserves the right to publish independently, in which event the nonconcurrence of the other party shall be set forth, if requested.

- E. Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with participants in the Transportation Planning Program, small technical groups or lectures to employees or students. Lectures to other groups which describe the plans are permissible.
- F. Neither party shall publish nor otherwise disclose, nor permit to be disclosed or published, the results of the investigation herein contemplated, during the period of the Agreement, without notifying the other party.
- G. When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, abstracts may be used for notification of intent to present a paper based on the study. Such presentation must protect the interest of the other party by the inclusion of a statement in the paper and in presentation to the effect that the paper had not been reviewed by the State.

#### 19. NONDISCRIMINATION

- A. In connection with the execution of this Agreement, the Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- B. The Contractor agrees to comply with the requirements of Title VI of the Civil Rights Act of 1964.
- C. The Contractor further agrees to comply with any and all requirements of the U. S. Department of Transportation and the Federal Transit Administration regarding equal employment opportunity and nondiscrimination. (See Exhibit C attached and incorporated hereto by reference.)

#### 20. DISADVANTAGED BUSINESS ENTERPRISE

In connection with the performance of this Agreement, the Contractor will cooperate with the project sponsor in meeting commitments and goals with regard to the maximum utilization of disadvantaged business enterprises and will use its best efforts to insure that disadvantaged business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement.

#### 21. COPELAND "ANTI-KICKBACK" ACT (*18 U.S.C. 874 and 40 U.S.C. 276c*)

The Consultant or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

#### 22. DAVIS-BACON ACT, *as amended (40 U.S.C. 276a to a-7)*

The Consultant and subcontractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In

addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

23. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-333)

The Consultant and subcontractors shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

24. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Any performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

25. DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689)

The Consultant and all subcontractors assert the organization or individuals are not listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR part 180 that implement E.O.s 12549 (3 CFR, 1986 Comp., p. 189) and 12689 (3 CFR, 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549.[69 FR 26281, May 11, 2004, as amended at 70 FR 51879, Aug. 31, 2005]

26. HOLD HARMLESS

The Consultant agrees to and shall indemnify, save and hold harmless the Planning Agency, its members, officers, employees, and agents, from all claims and liability of whatsoever kind or character due to or arising out of the acts and conduct of the Consultant, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Consultant doing the work herein contracted for, or by or in consequence of any negligence in the performance of this Agreement, or by

or on account of any omission in the performance of this Agreement, and also from all claims of damage for infringement of any patent in fulfilling this Agreement. The Consultant will procure and maintain adequate public liability and property damage insurance to protect the Planning Agency, its members, officers, employees, and agents, and will, upon request of the Planning Agency, furnish proof of compliance with this requirement.

27. DRUG FREE POLICY

Both parties have established and maintain drug free workplace policies.

28. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. 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 except as provided herein.



IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed by their proper officers and representatives.

OMAHA-COUNCIL BLUFFS METROPOLITAN  
AREA PLANNING AGENCY

Attest: \_\_\_\_\_ by \_\_\_\_\_  
Chairman, Board of Directors

FLORENCE HOME FOR THE AGED

Attest: \_\_\_\_\_ by \_\_\_\_\_  
Authorized Official

APPROVED AS TO LEGAL FORM

DATE \_\_\_\_\_

Signed \_\_\_\_\_  
Legal Counsel



## Exhibit C – Scope of Services

### Florence Home Transportation

Florence Home Transportation Services provides trained staff to accompany residents with disabilities, the elderly, and veterans on transportation trips to physician visits, dental appointments, outings and social events. Resident served live at Florence Home Healthcare Center, Royale Oaks Assisted Living, House of Hope Alzheimer's Care and House of Hope Assisted Living. Our trained drivers accompanying the individual from door to door and provide physical assistance with cares, toileting and communicate with medical staff during the trip. The Florence Home Transportation Services provides demand responsive transportation for individuals that require additional support not currently provided by public transportation.

The Florence Home Transportation Services operates Monday through Friday from 7:00am to 5:00pm or as late as needed to complete the transport. Occasionally, these same services are provided on Saturday and Sunday, when scheduled in advance. Approximately 7,500 to 8,000 transports are done per year. The clientele served is primarily low socio-economic, elderly, disabled and veterans. Florence Home has been in business since 1906 and has always served this type of population.

Our transportation services are safe and our vehicles are well maintained. Our staff are trained caregivers and trained drivers. Each driver is expected to complete driver training to include passenger and wheelchair securement, safe transfers, and vehicle pre-trip inspections.

## Exhibit D: Project Budget

**Project Name:** Florence Home Transportation  
**Contact Name:** Lois Jordan

		Year 1		
Budget Detail		Total Cost Year 1	5310 Funds	Local Match
<b>A. OPERATING EXPENSES<sup>1</sup></b>				
Grant NE-16-x039-01				
	1. Personnel	\$ 38,350	\$ 19,175	\$ 19,175
	2. Administrative	\$ 5,330	\$ 2,665	\$ 2,665
	3. Insurance	\$ 5,478	\$ 2,739	\$ 2,739
	4. Vehicle Fuel	\$ -		\$ -
	5. Vehicle Repair/Maintenance	\$ 206	\$ 103	\$ 103
Grant NE-16-x039-01 Subtotal		\$ 49,364	\$ 24,682	\$ 24,682
Grant NE-2016-015-00				
	1. Personnel	\$ 33,250	\$ 16,625	\$ 16,625
	2. Administrative	\$ 5,330	\$ 2,665	\$ 2,665
	3. Insurance	\$ -		
	4. Vehicle Fuel	\$ -		
	5. Vehicle Repair/Maintenance	\$ -		
Grant NE-2016-015-00 Subtotal		\$ 38,580	\$ 19,290	\$ 19,290
<b>Subtotal - Operating Expenses</b>		<b>\$ 87,944</b>	<b>\$ 43,972</b>	<b>\$ 43,972</b>
<b>B. PROGRAM TOTAL BUDGET</b>		<b>\$ 87,944</b>	<b>\$ 43,972</b>	<b>\$ 43,972</b>
		Year 1 Program Total	Year 1 5310 Funds	Year 1 Local Match Total

<sup>1</sup> 5310 funding for Operating Expenses may not exceed 50% of the total cost.

## PROGRAM SUMMARY

Heartland 2050 and the Metropolitan Area Planning Agency (MAPA) for the Omaha-Council Bluffs Metropolitan Statistical Area announces the Heartland 2050 (H2050) Mini-Grant Program. This \$330,000 annual program provides local jurisdictions with technical and financial assistance to support local governments in their efforts to create livable communities and support the Heartland 2050 vision.

The Heartland 2050 Mini-Grant Program will be administered as a set-aside of MAPA's Regional Surface Transportation Block Grant (STBG) Program funding. Approximately \$330,000 of STBG-MAPA funding will be allocated to project within the MAPA Transportation Management Area (TMA) for planning and implementation of projects related to transportation as part of the FY2018 Transportation Improvement Program (TIP). Communities in Douglas, Sarpy, and the urbanized portion of Pottawattamie County will be eligible to submit applications for this mini-grant opportunity. Eligible projects identified by Heartland 2050 Implementation Committees included corridor studies and other community plans and policies that support compact development and transportation options for residents of the H2050 region.

This program serves as a mechanism to move the Heartland 2050 Vision forward. The Vision focuses on six goals to improve our quality of life and create a long-term vision in harmony with our people, places and resources:

- Economic Development
- Education
- Health and Safety
- Housing and Development
- Infrastructure
- Natural Resources

Heartland 2050's Guiding Principles create overarching themes used to guide the vision goals, and strategies and actions included in the Heartland 2050 Action Plan.

- Equity
- Inclusivity
- Efficiency
- Local Control/Regional Benefit

## PROGRAM GOALS

The Heartland 2050 Mini-Grant Program aims to:

1. Support local outreach and engagement efforts that promote broader stakeholder involvement.
2. Promote alternative or multi-modal travel choices through collaborative planning strategies.
3. Encourage coordination of land use plans with existing or planned regional transportation infrastructure.

4. Promote plans and projects that support and implement Heartland 2050 vision scenario and the Heartland Connection RTV and Bicycle-Pedestrian Plans.
5. Promote collaboration.
6. Improve access to jobs and education.

## PROJECT ELIGIBILITY

Assistance is available to municipalities, counties, townships, and multijurisdictional groups of local governments within the MAPA MPO. Heartland 2050 encourages applications from two or more jurisdictions working together, within county boundaries. Non-profits or other organizations may serve as a partner agency, but a local government must be the project sponsor.

Eligible projects must include a strong emphasis on transportation. Applications could include but are not limited to:

- New and/or revised land use strategies
- Developing of transit oriented local “visions” or plans
- Multijurisdictional coordination and planning with regard to any of the following: roads and highways, freight and logistics, biking, and walking, and local and regional transit.
- Continuity of local streets in study area.
- Public and stakeholder participation
- Site assessments to determine feasibility of transit oriented development projects
- Integration of walking, biking, traffic calming, and transit facilities into all areas of the region
- Expansion of multimodal connections between town centers, employment centers and areas of concentrated poverty.
- Transportation planning for economic development, public and private partnerships, education, and/or workforce development activities.

## FINANCIAL REQUIREMENTS

Project applicants are required to provide a minimum 20% match. However the greater percentage of local funding will only enhance the quality of the application. **Dedicated staff hours commitments may comprise \_\_\_\_\_% of the match.**

## APPLICATION PROCESS

Interested parties should submit an application from the project sponsor including applicant contact information, project description, type of assistance requested, and estimated project cost and local match. Interested parties should also include supplementary materials as appropriate to help describe the project.

Applications will be reviewed by a joint committee of MAPA Project Selection Committee members and Heartland 2050 Executive Committee members. The recommendations of this committee will be reviewed and recommended by the Transportation Technical Advisory Committee and Heartland 2050 Executive Committee to the MAPA Policy Board for final approval and incorporation into the TIP. Applicants will be provided with program selection and evaluation criteria in the application form.

<b>PROPOSED PROGRAM TIMELINE</b>	
December 2, 2016	Program Announcement and Call for Proposals
January 15 <sup>th</sup> , 2017	Applications Due
April 30 <sup>th</sup> , 2017	Notification of Awards depend final approval by MAPA's Board

**FOR MORE INFORMATION**

Questions and requests for additional information may be directed to:  
Karna Loewenstein 420-444-6866 Ext 225 [kloewenstein@mapacog.org](mailto:kloewenstein@mapacog.org)

DRAFT

# Heartland 2050 Mini-Grant Scoring Rubric

<b>Number of H2050 Action Plan Strategies this project inter-phases with</b>	1	4	
	2	5	
	3	7	
	4	9	
	5	12	
	6	15	

<b>Aligned with (approved) local comp plan or local plan</b>	Yes	20	

<b>Project is Identified in Regional Bike / Ped Plan</b>	Yes	10	

<b>Links to Employment, Education, Medical</b>	Yes (five points each)	5,10,15	
<b>Improved Equity</b>	Based on Narrative	20	
<b>Regional Significance</b>	Based on Narrative	20	

<b>Local Match</b>	20-29%	3	
	30-39%	6	
	40-49%	9	
	50%+	10	

<b>Multi-Jurisdictional or Collaborative Effort</b>		20	
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**Total Points 100**