

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

BOARD OF DIRECTORS MEETING
Thursday, March 30, 2017
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 Meetings Act. For reference, the Open Meetings Act is posted on the wall of the Board Room.

A. ROLL CALL / INTRODUCTIONS

B. BOARD MINUTES of the February 23, 2017 meeting. (Item B)

The Board will consider approval of the February 23, 2017 Board of Directors meeting minutes.

C. FINANCE COMMITTEE MINUTES of the March 22, 2017 meeting. (Item C)

The Board will consider approval of the March 22, 2017 Finance Committee meeting minutes.

D. AGENCY REPORTS & PRESENTATIONS – (Info)

1. Executive Director's Report
 - a. Monthly Report (Item D.1.a)
2. Sarpy County Transit Study – Olsson Associates

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.

1. NEW CONTRACTS –

The Board will consider approval of the following contract listed below:

- a. Nebraska Ethanol Board – Clean Fuels Omaha – \$10,000 (Item F.1.a)
 - b. Affirmative Fair Housing Assessment – Douglas County – \$5,468 (Item F.1.b)
 - c. Affirmative Fair Housing Assessment – Fremont – \$7,040 (Item F.1.c)
 - d. Affirmative Fair Housing Assessment – Council Bluffs – \$7,040 (Item F.1.d)
2. TRAVEL – NARC Conference and Exhibition – Monterey, CA – June 4-7, 2017 – 2 MAPA Staff and up to 4 MAPA Board Members - \$13,876.00 (Item F.2)

G. OLD BUSINESS

1. FY 2017 – 2020 TRANSPORTATION IMPROVEMENT PROGRAM (TIP) AMENDMENT #5 – (ACTION) [\(Item G.1\)](#)

The Board will consider approval of amendments to the FY 2017 - 2020 TIP.

H. NEW BUSINESS

1. DRAFT FY 2018 UNIFIED PLANNING WORK PROGRAM (UPWP) – (ACTION) [\(Item H.1\)](#)

The Board will consider approval of the Draft FY 2018 Unified Planning Work Program.

2. HEARTLAND 2050 MINI-GRANT PROGRAM – (ACTION) [\(Item H.2\)](#)

The Board will consider approval of applications submitted to the to the Heartland 2050 Mini-Grant program.

3. HOUSING OWNER OCCUPIED REHAB GRANT – (ACTION)

- a. Grant Description & Budget – [\(Item H.3.a\)](#)

The Board will consider approval of the Scope of Work and Budget for the Owner Occupied Housing Rehabilitation grant application with the Nebraska Department of Economic Development.

- b. Resolution of Committed Funds – [\(Item H.3.b\)](#)

The Board will consider signing a resolution committing financial support of the Owner Occupied Housing Rehabilitation program in the communities of Valley and Waterloo, Nebraska with funds currently available.

4. MAPA HOMEOWNER REHABILITATION PROGRAM – (ACTION)

The Board will consider approval of MAPA's Homeowner Rehabilitation Program Guidelines and the Program Income Reuse Plan.

- a. Homeowner Rehabilitation Program Guidelines [\(Item H.4.a\)](#)

- b. Program Income Reuse Plan [\(Item H.4.b\)](#)

5. INTERLOCAL AGREEMENT AMENDMENT – (ACTION) [\(Item H.5\)](#)

The Board will propose an amendment to the MAPA Articles of Interlocal Cooperation Agreement to be voted on by the membership of the Council of Officials.

6. CDBG, EDA AND US-DOT SUPPORT LETTER – (ACTION)

The Board will consider a letter of support to the Congressional delegation in support of the HUD Community Development Block Grant (CDBG) Program, the Economic Development Administration (EDA), and funding for US-DOT TIGER, New Starts, and passenger rail service through the metro area.

7. PROJECT CASE REVIEW – (ACTION) [\(Item H.7.a\)](#)

The Board will consider commenting on the following case from the Nebraska Department of Environmental Quality (NDEQ).

- a. Case 2017 – 01 – Nebraska Department of Environmental Quality (NDEQ) – Continued Air Monitoring

I. ADDITIONAL BUSINESS

J. DISCUSSION

1. Membership Fee Survey
2. Going forward with paperless meetings.

K. ADJOURNMENT

Future Meetings:

Council of Officials Luncheon – Wednesday, April 12, 2017 – Blair Public Library

Finance Committee: Wednesday, April 19, 2017

Board of Directors: Thursday, April 27, 2017

* 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) 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
February 23, 2017

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

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

Members/Officers Absent

Ben Gray	Omaha City Council
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MAPA Staff

Court Barber	Christina Brownell	Sue Cutsforth	Melissa Engel
Mike Helgersen	Karna Loewenstein	Jeff Spiehs	Greg Youell

Guest

Justin Luther	Federal Highway Administration - Nebraska
Joe Werning	Federal Highway Administration - Nebraska
Karen Bobo	Federal Highway Administration - Iowa
Darla Hugaboom	Federal Highway Administration - Iowa

Chairperson Sanders introduced guest from the FHWA Iowa and Nebraska to the Board.

B. APPROVAL OF THE MINUTES of the January 26, 2017 meeting – (Action)

MOTION by Hanafan, SECOND by Kindig to approve the minutes of the January 26, 2017 meeting of the Board of Directors.

AYES: Duda, Hanafan, Kindig, Mixan, Paben, Sanders, Vinton, 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 February 15, 2017 and approved bills for February, reviewed December financial statements and approved contract payments. Items were forwarded to the Board of Directors for approval.

MOTION by Hanafan, SECOND by Paben to approve the minutes of the February 15, 2017 Committee meeting.

AYES: Duda, Hanafan, Kindig, Mixan, Paben, Sanders, Vinton, Walsh

NAYS: None.

Approved by _____
Patrick Bloomingdale, Secretary/Treasurer

ABSTAIN: None.
MOTION CARRIED.

D. AGENCY REPORTS

1. Monthly Report – (Info)

Mr. Greg Youell provided an update to the Board on MAPA activities. Mr. Youell recapped the trip to D.C. for the NARC Conference of Regions. Mr. Youell made the trip along with Sue Cutsforth, Mayor Sanders and Supervisor Hanafan. While there, the group met with Sen. Fischer, Rep. Bacon, Rep. Young and staff from Sen. Ernst's office and attended the Nebraska Breakfast and Iowa Representatives' Coffee. Mr. Youell provided an update to the Board on Cass County joining MAPA as a "non-equity" member. Mr. Youell shared that he will be attending NROC's Legislative Breakfast and meeting with State agency Directors, NDOR and NDED. The I-COG Legislative Breakfast was held on February 7th. MAPA will be assisting Public Housing Authorities in Fremont, Douglas County, Omaha and Council Bluffs with the public outreach requirements for the Fair Housing Assessment. Mr. Youell provided an update on community development projects in Macedonia, Carter Lake, Ralston, Waterloo, Valley, Mills County, Treynor and Crescent. MAPA worked with the Sarpy County Chamber to coordinate meetings with major employers to discuss Sarpy County transit. MAPA will be participating in the "Jump State Challenge". Interviews are underway for the Associate Transportation Planner position. This position will focus significant effort on Heartland 2050's "Close the Gap" initiative to promote walkable communities connected by transit.

E. PUBLIC COMMENT –

None.

F. CONSENT AGENDA –

The Board considered Consent Agenda items listed below for approval.

1. Contract Final Payments –

- a. Intercultural Senior Center - \$970.14
- b. Lovgren Marketing - \$1,627.83

2. Office Equipment –

The Board was asked to consider entering into an agreement for a copier lease.

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

AYES: Duda, Hanafan, Kindig, Mixan, Paben, Sanders, Vinton, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

G. OLD BUSINESS

1. FY 2017 – 2020 Transportation Improvement Program (TIP) Amendment #4 – (Action)

Mr. Court Barber presented to the Board for approval the FY 2017 – 2020 TIP Amendment #4. The first amendment is a change to the 108th street project being moved from 2017 to 2018 with a funding increase. A series of amendments are related to the Omaha Signal Infrastructure Project, the primary change is funding for Phases B & C is being redirected to Phase A. There are funding changes to two adaptive traffic signal control projects, one on Dodge and the other on 84th Street. For Dodge Street, \$270,000 of HSIP funding has been programmed to 2017 and for 84th Street, the FY 2017 Phase has been increased to \$685,000. In Iowa, there are three trail projects: The River Road Trail is being pushed out from FY 2017 to FY 2022 and has an increase in funding; the City County Connector Trail is being moved forward from

2020 to 2017 and also has a funding increase; and the Riverfront Trail 3 has a been programmed in FY 2020 with \$257,742 in funding.

MOTION by Hanafan, SECOND by Kindig to approve the FY 2017 – 2020 TIP Amendment #4.

AYES: Duda, Hanafan, Kindig, Mixan, Paben, Sanders, Vinton, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

2. 2040 Long Range Transportation Plan (LRTP) Amendment – (Action)

Mr. Mike Helgerson presented to the Board for approval the LRTP Amendment. Amendments include updates to the 108th Street Project and the Omaha Signal Network Project Phase A. The amendment also includes updates to the fiscal constraint tables reflecting changes listed.

MOTION by Kindig, SECOND by Paben to approve the LRTP Amendment.

AYES: Duda, Hanafan, Kindig, Mixan, Paben, Sanders, Vinton, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

3. MAPA Functional Classification Map Addendum – (Action)

Mr. Mike Helgerson presented to the Board for approval the Functional Classification Map Addendum. There was one additional change included from the City of Bennington.

MOTION by Kindig, SECOND by Duda to approve the Functional Classification Map Addendum.

AYES: Duda, Hanafan, Kindig, Mixan, Paben, Sanders, Vinton, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

H. NEW BUSINESS

1. New Contracts – (Action)

Mr. Greg Youell presented to the Board for approval the new contracts listed below.

a. Lovgren Marketing CMAQ Campaign - \$196,000

MOTION by Paben, SECOND by Vinton to approve the contract with Lovgren Marketing for the CMAQ Campaign.

AYES: Duda, Hanafan, Kindig, Mixan, Paben, Sanders, Vinton, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

b. Metro Community College Data Services

MOTION by Kindig, SECOND by Mixan to approve the contract with Metro Community College for Data Services.

AYES: Duda, Hanafan, Kindig, Mixan, Paben, Sanders, Vinton, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

2. FY 2018 Preliminary Funds Budget – (Action)

Ms. Melissa Engel presented to the Board for approval the FY 2018 Preliminary Funds Budget. Ms. Engel presented the overall budget funds to the Board, 78% of the budget is utilized towards transportation projects and the remaining is split between Heartland 2050, Community Development and general funds. MAPA receives 60% Federal funding and 40% local funding.

MOTION by Walsh, SECOND by Duda to approve the FY 2018 Preliminary Funds Budget.

AYES: Duda, Hanafan, Kindig, Mixan, Paben, Sanders, Vinton, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

3. Heartland 2050 Update – (Info)

Ms. Karna Loewenstein provided an update to the Board on Heartland 2050 (H2050) activities. The workgroups are now active in Infrastructure, Housing & Development and Natural Resources. Preparation continues for the upcoming Winter Summit and reception honoring Keynote Speaker, Joe Reardon. The workgroup are in session for the “Close the Gap” and the “World Class Transit” initiatives. The Mini-Grant Selection Committee has been formalized and is composed of members from the Transportation Technical Advisory Committee (TTAC) and members of the H2050 Executive Committee. This group will review and make recommendations and forward them to TTAC.

I. ADDITIONAL BUSINESS

None.

J. DISCUSSION

K. ADJOURNMENT

Chairwoman Sanders adjourned the meeting at 2:12 p.m.

METROPOLITAN AREA PLANNING AGENCY
2222 Cuming Street
Omaha NE 68102-4328
Finance Committee
March 22, 2017

The MAPA Finance Committee met March 22, 2017, in the MAPA conference room. Supervisor Tom Hanafan called the meeting to order at 8:35 a.m.

ROLL CALL

Members Present

Tom Hanafan, Pottawattamie County
Gary Mixan, Sarpy County
Carol Vinton, Mills County

Staff

Melissa Engel
Natasha Barrett
Amanda Morales
Greg Youell

Members Absent

Patrick Bloomingdale, Secretary/Treasurer; Clare Duda, Douglas County; Carl Lorenzen, Washington County;

A. Monthly Financial Statements (January 2017)

1. Bank Reconciliation (American National Bank) and Statements on Investments
2. Receipts and Expenditures
3. Schedule of Accounts Receivable/ Accounts Payable
4. Statement of Financial Position
5. Statements of Revenues and Expenditures

Ms. Engel presented the January financials.

B. FOR FINANCE COMMITTEE APPROVAL

1. Contract Payments: (Action)
 - a. Olsson Associates – PMT #12 - \$19,521.78
 - b. The New BLK – PMT #1 - \$1,875.00
 - c. Live Well Omaha – CMAQ – PMT #8 - \$332.98
 - d. Live Well Omaha- Bike Ed – PMT #27 - \$1,313.25

Mr. Youell informed the committee that all exceptions had been cleared for Live Well Omaha's contract payments for their work in February on the Commuter Challenge and Bike Safety Education projects. The payments were moved to 1c. and 1d. on the agenda because exceptions notated on the original invoice were cleared between the posting of the agenda and this meeting. Item B2. Contract payments with exceptions was removed from the agenda with the reclassification of the Live Well payments.

Mr. Youell presented the contract payments. Olsson Associates' is requesting payment for their professional services on the "Sarpy County Transit Feasibility Study" through February 4th 2017. The New BLK is requesting payment for phase one of the Heartland 2050 website redesign and development.

MOTION Vinton SECOND by Mixan to approve the contract payments as presented. MOTION CARRIED.

C. RECOMMENDATION TO THE BOARD

1. New Contracts:
 - a. Nebraska Ethanol Board – Clean Fuels Omaha - \$10,000
 - b. Affirmative Fair Housing Assessment – Douglas County - \$5,468
 - c. Affirmative Fair Housing Assessment – Fremont - \$7,040
 - d. Affirmative Fair Housing Assessment – Council Bluffs - \$7,040

Mr. Youell presented the new contracts. The Nebraska Ethanol Board (NEB) grant provides MAPA with \$10,000 of support for the "Little Steps Big Impact" project. MAPA will be providing public outreach related to the new fair housing requirements for each of the Affirmative Fair Housing Assessment contracts in Douglas County, Fremont, and Council Bluffs.

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

2. Interlocal Agreement Amendment:

Ms. Engel presented the Interlocal Agreement amendment. The agreement was last updated in 1984, numerous policies and procedures have since been updated within the agency which are reflected in the current Interlocal Agreement amendment. A summary of the significant revisions to the agreements that Ms. Engel went through with the committee are as follows:

- The current amendment includes a revised format to allow the document to be referenced and read easily.
- The geographical limits have been updated to include Cass County.
- The definition section of the agreement is entirely new.
- Previously all new members had to have 66 2/3% approval of Council of Officials members to join MAPA. Language has been added so that the 66 2/3% approval applies only to new Member Counties. Special purpose governments and associate members may join by an affirmative vote of the majority of the Board of Directors.
- Member Counties have been broken down into either an Equity Member County or a Non-Equity Member County. This designation allows Cass County to become a member without an initial equity contribution as discussed in prior meetings. Non-Equity Member Counties will not be entitled to distribution of assets upon withdrawal or dissolution of MAPA. The original Member Counties each made an equity contribution based population and will be entitled to the aforementioned distribution of assets.
- Associate Memberships have been added to allow for nonprofits and private business with similar missions as MAPA to obtain membership. This classification of membership allows for attendance of all Council of Officials meetings but will not have the privilege to vote at Council of Official, Board of Directors or advisory committee meetings.
- Board of Directors currently meets eleven months out of the year, the agreement has been updated to state this.
- A section has been added to the agreement to allow the Board of Directors to set a membership fee schedule for Special Purpose Government Members and Associate Members with an affirmative vote of 66 2/3% of the total Board of Directors membership. Fee Changes for these members would be approved annually by the Board of Directors and Council of Officials as part of the budget process. Membership fee schedules for member Cities, Villages, and Towns may be set by an affirmative vote of 66 2/3% of the Council of Officials. Currently only County members pay fees in the form of dues.

This amendment is currently at legal for review. All verbiage and regulation references will be updated prior to finalizing the amendment.

Mr. Hanafan request that a synopsis of the amendment be put together for the Board of Directors and the Council of Officials. He also requested that a review period for the agreement be added to the Interlocal Agreement Amendment.

MOTION Vinton SECOND by Mixan to recommend that the Board of Directors approve the Interlocal Agreement amendment upon legal review. MOTION CARRIED.

3. Owner Occupied Housing Rehab Commitment
 - a. Grant Description
 - b. Grant Budget
 - c. Resolution of Committed Funds

Mr. Youell presented the housing owner occupied rehab commitment as part of MAPA's newly added housing program. The Owner-Occupied Housing Rehabilitation Program will receive up to \$250,000 of funding from the Nebraska Department of Economic Development for the communities of Valley and Waterloo in Douglas County. Each eligible resident will have the opportunity to apply for up to \$25,000 to go towards rehab.

MOTION Mixan SECOND by Vinton to recommend that the Board of Directors approve the housing owner occupied rehab commitment as presented. MOTION CARRIED.

4. Budget
 - a. Draft UPWP

Mr. Youell presented the draft FY 2018 UPWP budget table outlining the transportation budget by work activity and funding source. The total transportation funding projected for FY 2018, is \$4,555,211, of which \$917,342 is local match.

MOTION Vinton SECOND by Mixan to recommend that the Board of Directors approve the draft UPWP as presented. MOTION CARRIED

5. Travel
 - a. NARC Conference and Exhibition- Monterey, CA – June 4-7, 2017 – 2 MAPA Staff and up to 4 MAPA Board Members- \$13,876.00

Mr. Youell presented the travel to Monterey, CA for the annual NARC Conference.

MOTION Vinton SECOND by Mixan to recommend that the Board of Directors approve the travel to the NARC conference in California as presented. MOTION CARRIED

D. DISCUSSION/INFORMATION

1. Membership Fee Survey

Mr. Youell provided the committee with the MAPA membership fee survey results. The annual fee would apply to Special Purpose Government and Associate Members. Nine individuals participated in the survey, all of which would be impacted by the addition of annual fees for the above-named members. The majority of the individuals surveyed agreed that instituting an annual fee would be fair, but most did not specify a monetary value they would be willing to pay for membership.

The Committee agreed that implementing an annual fee for Special Purpose Government and Associate Members is a good idea. Greg stated that he would create a fee schedule for the next Board of Directors meeting.

2. Going forward with paperless meetings

Due to time restraints, paperless meetings were not discussed during this meeting.

E. OTHER

F. ADJOURNMENT

MOTION Vinton SECOND by Mixan to adjourn the meeting at 10:05 a.m. MOTION CARRIED

Metropolitan Area Planning Agency

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

Transportation Technical Advisory Committee

- Prepared materials for and held Transportation Technical Advisory Committee Meeting

MPO Quarterly Meetings

- Attended MPO Quarterly meeting with NDOR

Other Meetings

- No activities this month

Project Review Committee

- No activities this month

140 End Products		Schedule
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:

Transportation Summits and Working Groups

- No activities this month

Project Review Committee

- No activities 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.

Program Activity

Technical & Policy Education Events

- Hosted and participated in FHWA Bikeway Resurfacing workshop for local communities
- Participated in “Bicycling for Small Towns” webinar

Related Agency Participation

- Attended NARC conference in Washington DC

Certifications & Memberships

- No activities this month

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

- Held autonomous and connected vehicle forum featuring Ben Pierce from Columbus, OH who discussed industry trends and their Smart City application.

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

Board of Directors Meetings:

- Prepared materials for and held February Board Meeting

Finance Committee Meetings:

- Prepared materials for and held February Finance Committee Meeting

Council of Officials Meetings:

- Selected meeting location for the April Council of Officials meeting.

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

FY2017 TIP Administration

- Completed Amendment 4 to the FY2017 Transportation Improvement Program

FY2018 TIP Development (TAP-C, ProSeCom)

- Reviewed project applications for Transportation Alternatives Program funding and the Heartland 2050 Mini-Grant program
- Coordinated with NDOR on the status of local projects in the FY2017 TIP

Traffic Data Collection & Analysis

- Assembled crash data into unified database for Iowa and Nebraska
- Initiated development of 2016 Traffic Reports in coordination with states and local governments

Growth Monitoring & Data Analysis

- Attended 2020 Census kickoff meeting

GIS Activities & NIROC Aerial Photography

- Attended Iowa safety performance measure training

Performance Measures

- Coordinated with Omaha Community Foundation steering committee to review performance metrics being developed as part of the Landscape Project.

State & Local Project Assistance

- No Activity this period.

410 End Products for Work Activities		Schedule
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

2050 LRTP Development

- Worked on creating an outline and format for the 2050 LRTP Vision Plan
- Held meetings with local jurisdictions regarding projects

Metro Travel Improvement Study

- Held Stakeholder Meeting for the Metro Travel Improvement Study
- Reviewed final transit proposals related to Scenario Package 7

LUAAM, Travel Demand Modeling & Forecasting

- Continued work on Transit Oriented Development land use
- Attended Scenario Planning Workshop sponsored by Mid-America Regional Council and FHWA in Kansas City, MO to learn about incorporating scenarios into the planning process.

Bike & Pedestrian Activities

- Participated in Project Team meeting for the Complete Streets Design Guide for the City of Omaha

- Discussed opportunities with Transportation for America on potential programs that support multi-modal transportation.

Heartland 2050 Coordination

- Coordinated with H2050 staff on ensuring that the LRTP matches language and intent of the H2050 documents
- Worked with H2050 groups to match LRTP efforts with those being done throughout the region
- Met with representatives from Midtown 2050 to discuss their efforts on the streetcar project

420 End Products		Schedule
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
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

Public Participation Plan

- Continued efforts for coordinating with partner agencies on MAPA events
- Worked on the 2016 Annual Public Participation Report

Citizens Academy

- Worked with other area organizations on developing curriculum
- Worked to promote and recruit students for the Citizens Academy for Omaha's future

Public Engagement Activities

- Continuing outreach efforts through consistent and often communication through weekly emails and updates
- Attended community events held by partner agencies while representing MAPA
- Worked with NDOR to resolve citizen questions about ADA issues in their community

430 End Products		Schedule
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

5310 & Transit Funding Administration

- Met with FTA Region VII office for training and project updates

Transit Planning Activities

- Planned visit from former KCATA Director for Heartland 2050 Summit.
- Worked on a white paper to explore opportunities to develop a premium regional transit system.

Omaha BRT & Streetcar Coordination

- Participated in BRT Stakeholder Committee and Branding and Engagement sub-committee meetings

Sarpy County Transit Study

- Met with Metro, La Vista, and Sarpy County Chamber staff to discuss transit options for Sarpy County
- Worked with Sarpy County Chamber and Metro to meet with and address the concerns of major employers in Sarpy County concerning the current lack of transit options

Coordinated Transit Plan

- Continued outreach to stakeholders concerning the CTP
- Developed demographic projections and estimates for the CTP

Mobility Coordination

- Worked on informal coordination efforts to promote information sharing for the CTC
- Met with Sarpy County representative to discuss mobility coordination options for corrections population.

440 End Products		Schedule
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

Electric Vehicles Coordination & CMAQ Grant

- Worked with the City of Omaha to develop ways to distribute EV charging stations
- Kept partner agencies up to date on the status of the grant and their opportunities for funding
- Attended federal webinars on EV charging station infrastructure and signage

Omaha Bike Share CMAQ Grant

- Continued supporting the City of Omaha in its implementation of the Bike Share expansion project

Little Steps, Big Impact CMAQ Grant

- Organized project meetings and secured local matching funds for CMAQ grant
- Contacted schools to organize next round of ozone monitoring program

450 End Products		Schedule
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

Transportation Forums & Committees

- Developed materials for February Policy and Technical Committee, which was ultimately cancelled

FY2017 Transportation Improvement Program

- Reviewed status of FY2017 TIP projects in TPMS

Transportation Planning Work Program

- Began development of FY2018 Transportation Planning Work Program

Passenger Transportation Plan (PTP) Development

- No activities this month

Pottawattamie County Transportation Plan

- Finalized Technical Memorandum 2 and began development of the Draft Plan

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

Metro Area Motorist Assist Program

- Finalized and distributed the Statistical and Financial Reports

Traffic Incident Management Coordination

- Participated in on-going TIM Coordination meetings

470 End Products		Schedule
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.

Function

21	Jurisdictional Visits
	Visited the Cities of Bellevue, Blair, Carson, Council Bluffs, Crescent, Omaha, and Valley.
22	Local Planning Assistance
	ICOG Conference (16ICOG01) - Attended the ICOG Staff Retreat and presented on the River's Edge and West Broadway projects in Council Bluffs.
	Mills County Comp Plan (16JEOO01) - Prepared survey for public hearing on economic development issues. Held public hearing on February 16, 2017 with economic development representatives and other interested parties.
	Treynor Comprehensive Plan (17TREY01) - Reviewed existing utility studies, projects, and maps. Prepared GIS maps of sanitary sewer, stormwater, and water systems.
23	Local Management Assistance
	Discussed nuisance ordinance and planning assistance for the Village of Washington.
	Discussed land use and zoning with Crescent City Council.
24	Grant Writing Assistance
	Macedonia Downtown Revitalization Grant (16ICOG01) - Completed final version of Macedonia's Downtown Revitalization Grant and submitted to IEDA.
	Ralston DTR Phase 1 (16EDAA01) - Contacted Ralston officials and discussed the obligations of the DTR grant. Researched background information on Ralston. Began the grant application process for the city.

	Macedonia Great Places Application (16ICOG01) - Completed draft version of Macedonia's Great Places application for the city's main street.
	Met with Midlands Latino Community Development Corporation concerning the development of a latino market and micro loan program in south Omaha.
	Attended Main Street Iowa application workshop in Sac City, IA.
25	Grant Management
	Walnut CDBG Administration (15WALT01) - Continued administration of Walnut DTR Grant. This includes, draws, reporting, Davis Bacon interviews, and payroll report reviews.
	JLUS Implementation (16JLUS01) - Conducted PC/TAC Meeting, created and reviewed draft documents to be submitted as part of the grant requirements, completed JLUS status report to OEA.
	Gretna DTR Phase 1 (17GRTN01) - Completed Release of Funds documentation and attended council meetings for the approval documents.

Economic Development Assistance (720) –

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

Function

21	Economic Development (16EDAA01)
	Submitted amended budget and work plan for the FY 2018 EDA Regional Planning Assistance Program.
	Met with Cass County Economic Development staff concerning county efforts and issues.
22	Housing Activities (16NDED01)
	Met with the Nebraska Investment Finance Authority concerning programs and projects of interest to MAPA communities.
	Continued to work with Valley and Waterloo on submitting application for NHTFA.

Heartland 2050 Regional Vision (730) –

Objective: To oversee the Heartland 2050 Regional Vision project, moving the work forward through implementation of the Action Plan by convening and collaborating with work groups, with priority on activities pertaining to Close the Gap (CTG). (The CTG initiative is an integrated approach to land use and transit that concentrates growth based on existing development in the region.)

Function	Monthly Activity
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01	Program Administration Submitted Letter of Intent to Iowa West Foundation Hosted Focus Groups for Website Update Transit Planner Interviews
02	Public Outreach
03	Committee Meetings Infrastructure Implementation Committee Meeting Natural Resources Implementation Committee Meeting Fair Housing Assessment Team Meetings Mini Grant Review Committee Meeting Rural Marketing Taskforce Meeting Continuing the Conversation -World Class Transit Meeting
05	Iowa Public Outreach Presentation and Funding Request to Pottawattamie County Presentation to Council Bluffs Rotary Club
06	Speaker Series Preparation for Broadly Speaking Event April 21, 2017
07	Summits Preparation for Evening Reception March 22, 2017 Preparation for Winter Summit March 23, 2017

Publications (810) –

Objective:

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

Program Activity

810 End Products		Schedule
01	Newsletter Developed content for and published MAPA What's Happening newsletter	Bi-monthly
02	Annual Report Developed content for and published Heartland 2050 Annual Report	October 2017
03	Regional Officials Directory (Update)	Spring 2018
04	Product Development Revised NROC flyer and business cards Created invitations to Heartland 2050 Winter Summit and Reception	Ongoing

Public Information and Communications (840) –

Objective:

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

840 End Products		Schedule
01	Transportation Information Produced infrastructure and community development flyers for state and federal legislative visits	Ongoing
02	Libraries	Ongoing
03	Website and Social Media Created numerous posts to Facebook and Twitter regarding MAPA projects and events	Ongoing

Transportation Information

- Met with members and staff of Congressional delegation to discuss local projects, programs and priorities and get updates on the federal government.
- Attended Omaha Mayor State of the City address.
- Held ICOG (Iowa) Legislative Breakfast to meet with State Senators and Representatives and update them on MAPA work.
- Held NROC (Nebraska) Legislative Breakfast to meet with State Senators and Representatives and update them on MAPA work.
- Met with Nebraska Department of Roads (NDOR) Director to discuss MAPA and NROC programs and priorities and opportunities for partnership.
- Gave presentation to Bellevue Kiwanis Club on MAPA and area transportation projects.

Transportation Program Administration (940) –

Objective:

Provide for efficient administration of MAPA's Transportation programs.

Program Activity

Contracts:

- Prepared Little Steps Big Impact Marketing agreement with Lovgren Marketing

Management

- Held semimonthly management meetings.
- Met with staff members to discuss projects and agency business.

940 End Products		Schedule
01	Program Administration	Ongoing
02	Contracts	Ongoing
03	Unified Planning Work Program (UPWP)	Ongoing
04	Agreements	Ongoing
	Reviewed Metro Community College Data Services Agreement	
05	Certification Review Action Plan	Ongoing

Employee Benefit Administration (970) –

Objective:

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

Program Activity

- No activities this month

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

- Prepared Preliminary Funds Budget for FYE 18
- 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

General Administration (990) –

Objective:

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

Program Activity

- Provided administrative support to the agency
- Conducted interviews for the Associate Transportation Planner

Memorandum of Agreement

**NEB Contract No. 60-00-298
Metro Area Planning Agency**

BACKGROUND

The Nebraska Ethanol Board, hereinafter referred to as the NEB, has statutory authority to expend funds in support of public information and education programs designed to inform consumers about the benefits of ethanol use. The NEB is employing a variety of media through which messages about the benefits are communicated. This Agreement is intended to increase general consumer awareness about ethanol fuels. It is the intention of the NEB to support the Metro Area Planning Agency, hereinafter referred to as MAPA, and their Clean Fuels Omaha program that will assist with the implementation of this educational effort to increase public awareness of ethanol use.

PURPOSE

The NEB hereby agrees to provide a grant in the amount of \$10,000.00 to support the MAPA Clean Fuels Omaha program. The purpose of this grant is to increase general consumer awareness about the environmental impacts of using ethanol fuels.

SCOPE OF SERVICES

The following specific tasks are to be completed in fulfillment of this Agreement:

- 1) Collaboration with the Metro Area Planning Agency, the NE Corn Board, Clean Fuels Development Coalition and other public and private partners working to integrate ethanol fuels into the Metro Area pollution mitigation program.
- 2) These entities will cooperate with the Nebraska Ethanol Board in a variety of educational and promotional activities related to the use of ethanol fuels and biodiesel.
- 3) This contribution will be used to support a consumer education project, data collection, and mobile-source ozone education.

OBLIGATIONS

MAPA cooperators agree to perform the tasks identified under the Scope of Services section. MAPA holds harmless the NEB and its representatives and concurs that this Agreement in no way creates liability for the NEB or its representatives.

The NEB agrees to issue payment of the grant to MAPA within 60 days of the signing date of this Agreement up to a total of \$10,000. The NEB agrees to provide all educational information necessary for the team in a timely manner.

DURATION

The Agreement shall be in effect from Jan.1, 2017, through Dec. 31, 2017. Any changes to this Agreement shall be in writing and shall be signed by both parties to be valid.

Agreed and Signed:

NEBRASKA ETHANOL BOARD

By *Shirley Conner*

Title *Administrator*

Date *3-1-17*

Metro Area Planning Agency

Signed _____

Date _____

MAPA CONTRACT COVER PLATE

CONTRACT IDENTIFICATION

Contract Parties: MAPA and Douglas County Housing Authority

Project Number and Title: 17DOUG01 – Douglas County Housing Authority Affirmative Fair Housing Assessment

Effective Date: March 1, 2017

Completion Date: April 30, 2018

CONTRACT PARTIES

Omaha-Council Bluffs Metropolitan Area Planning Agency
2222 Cuming Street
Omaha NE 68102-4328

Douglas County Housing Authority
5404 N 107th Plaza
Omaha, NE 68134

ACCOUNTING DATA

Contract – Not to exceed \$5,468

DATES OF SIGNING AND MAPA BOARD APPROVAL

Date of Legal Review:

Date of MAPA Finance Committee Approval:

Date of Agency Approval:

AGREEMENT

THIS CONTRACT, effective this first day of March 2017 by and between Douglas County Housing Authority, 5404 N 107 Plaza, Fremont, Nebraska 68134 (herein called the "Housing Authority") and the Omaha-Council Bluffs Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska 68102 (herein called the "Planning Agency"),

WITNESSETH THAT:

WHEREAS, the Housing Authority desires to engage the Planning Agency to render certain technical and professional services hereafter described by Housing Authority in carrying out the Scope of Service of a Affirmative Housing Assessment.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Employment of Planning Agency. The Housing Authority hereby agrees to engage the Planning Agency and the Planning Agency hereby agrees to perform services herein set forth.

2. Area Covered. The Planning Agency shall perform all of the necessary services provided under this Contract in connection with and respecting the following area, herein called the "planning area": Douglas County, Nebraska.

3. Scope of Work. The Planning Agency shall do, perform and carry out in a satisfactory and proper manner, all of the services as stated. Said services shall include, but not be limited to the following:

A. Objective. The objective of this program is to assist the Housing Authority with an Affirmative Fair Housing Assessment.

B. Work Activity. The Planning Agency will complete the activities in the attached Scope of Work for the Housing Authority's Fair Housing Assessment. See Attachment A.

4. Personnel. The Planning Agency shall furnish the necessary personnel, materials and services, equipment and transportation and otherwise do all things necessary for or incidental to the performance of the work set forth in the Scope of Work.

All of the services required hereunder shall be performed by the Planning Agency or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized by the Planning Agency to perform such services.

None of the work or services covered by this Contract shall be subcontracted by the Planning Agency without prior written approval by the Housing Authority.

5. Time of Performance. The services of the Planning Agency are to commence March 1, 2017 and end April 30, 2018.

6. Compensation. The Housing Authority agrees to compensate the Planning Agency according to the following schedule:

- A. Senior - hourly rate \$91 per hour multiplied by number of hours;
- B. Principal - hourly rate of \$80 per hour multiplied by number of hours;
- C. Professional - hourly rate of \$56 per hour multiplied by number of hours;

- D. Support staff and Interns - hourly rate of \$38 per hour multiplied by number of hours;
- E. Mileage - 53.5 cents per mile or IRS rate.
- F. Printing expenses, long distance telephone toll charges, supplies, postage, and miscellaneous expenses - actual cost.

The total charge to the Housing Authority for salaries and expenses shall not exceed five thousand four hundred sixty-eight dollars (\$5,468) for the Affirmative Fair Housing Assessment.

7. Method of Payment. The Planning Agency may request partial payment for services performed under this Contract on a monthly schedule. Such requests shall be based on the number of hours worked and actual direct expenses incurred to date, as determined by the Planning Agency. Final payment of services under this contract shall be made by the Housing Authority within sixty (60) days following satisfactory completion of the Planning Agency's obligations under this Contract.

8. Records and Audits. The Planning Agency shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Housing Authority to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the Housing Authority, the Inspector General, the Government Accounting Office, the State Auditor's Office, or any authorized representative, and will be retained for five years after the expiration of this Contract unless permission to destroy them is granted, in writing, by the Housing Authority.

9. Civil Rights Provisions.

- A. Discrimination in Employment - The Planning Agency shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, or disability. The Planning Agency shall take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include but may not be limited to the following: employment, upgrading, demotion or transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Planning Agency agrees to post notices setting forth the provisions of the nondiscrimination clause in conspicuous places so as to be available to employees.
- B. Considerations for Employment - The Planning Agency shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, or disability.

Solicitation and Advertisement - The Planning Agency shall list all suitable employment openings with the State Employment Service local offices.

- C. Civil Rights Compliance in Employment - The Planning Agency shall comply with all relevant provisions of the Federal Executive Order 11246, as amended by Federal Executive Order 11375, Title VII of the U.S. Civil Rights Act of 1964, as amended, the Fair Labor Standards Act (29 USC Section 201 et. seq.), Section 504 of the Vocational Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967, as amended, and the Vietnam Veterans Readjustment Act of 1974. The Planning Agency will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Iowa to investigate compliance with these rules and regulations.
- D. Program Nondiscrimination - The Planning Agency shall conform with requirements of Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and DHUD regulations issued pursuant thereto

contained in 24 CFR Part 1. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available through this contract. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 USC 6101 et. seq.) or with respect to an otherwise qualified disabled individual as provided in Section 504 of the Vocational Rehabilitation Act of 1973, (29 USC Section 794) shall also apply to any such program or activity.

- E. Fair Housing - The Planning Agency (if applicable) shall comply with Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.), generally known as the Fair Housing Act, and with HUD regulations found at 24 CFR Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. The Planning Agency shall also comply with Section 109, Title I of the Housing and Community Development Act of 1974, as amended.
- F. Training and Employment - The Planning Agency shall comply with provisions for training, employment, and contracting in accordance with Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u).
- G. Noncompliance with the Civil Rights Laws - In the event of The Planning Agency's noncompliance with the nondiscrimination clauses of this contract or with any of the aforesaid rules, regulations, or requests, this contract may be canceled, terminated, or suspended either wholly or in part. In addition, the State of Iowa may take further action, imposing other sanctions and invoking additional remedies as provided.

10. Termination of Contract for Cause. If, through any cause, the Planning Agency shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Planning Agency shall violate any of the covenants, agreements, or stipulations of this Contract, the Housing Authority shall thereupon provide the Planning Agency an opportunity to cure. Should the Planning Agency not cure within a reasonable time, the Housing Authority shall have the right to terminate this Contract by giving written notice to the Planning Agency of such termination and specifying the effective date thereof, at least five (5) working days before the effective date of such termination. In that event, the Planning Agency shall be compensated for work performed and expenses incurred to date in accordance with the schedule set forth in paragraph 6.

11. Changes. The Housing Authority may, from time to time, require changes in the scope of the services of the Planning Agency to be performed hereunder. Such changes, including any increase or decrease in the amount of the Planning Agency's compensation, which are mutually agreed upon by and between the Housing Authority and the Planning Agency, shall be incorporated in written amendments to this Contract.

12. Interest of Members of the Housing Authority and Others. No employee of the Housing Authority and no members of its governing body, and no other public official of the governing body of the locality in which the Project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Contract which affects a personal interest or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

13. Interest of the Planning Agency. The Planning Agency 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 of services required to be performed under this Contract. The Planning Agency further covenants that in the performance of this Contract no person having any such interest shall be employed.

14. The Planning Agency hereby agrees to comply with all federal, state and local laws, rules and ordinances applicable to the Scope of Work and to this Agreement.

15. This Agreement shall be binding on successors and assigns of either party.

16. The Planning Agency warrants that it has not employed or retained any company, or persons, other than a bona fide employee working solely for the Planning Agency to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Planning Agency, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty the Housing Authority shall have the right to annul this Contract without liability.

17. Equal Employment Opportunity. During the performance of this contract, the Planning Agency agrees as follows:

(A) The Planning Agency will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Planning Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Planning Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(B) The Planning Agency will, in all solicitations or advertisements for employees placed by or on behalf of the Planning Agency, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(C) The Planning Agency will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Planning Agency's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(D) The Planning Agency will comply with all provisions of Executive Order No. 11246 "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(E) The Planning Agency will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(F) In the event of the Planning Agency's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Planning Agency may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(G) The Planning Agency will include the provisions of Paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued

pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Planning Agency will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Planning Agency becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Planning Agency may request the United States to enter into such litigation to protect the interests of the United States.

18. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)—The Planning Agency 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.

19. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)—The Planning Agency 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.

20. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)—The Planning Agency 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 1½ 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.

21. 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.

22. Debarment and Suspension (E.O.s 12549 and 12689)—The Planning Agency 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]

23. Hold Harmless. The Planning Agency 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 Planning Agency, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Planning Agency 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 Planning Agency 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.

24. 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 Housing Authority and the Planning Agency have executed this Contract as of the date first above written.

DOUGLAS COUNTY HOUSING AUTHORITY

Attest _____

By _____ Date: _____
Authorized Official

Title

OMAHA-COUNCIL BLUFFS METROPOLITAN
AREA PLANNING AGENCY

Attest _____

By _____ Date: _____
Chairman, Board of Directors

Approved as to Legal Form

Date: _____

Signed _____
MAPA Legal Counsel

Scope of Work: Affirmative Fair Housing Assessment

			Estimated Hours
Round 1			
Step 1:	All Participant Meeting	Initial/kickoff meeting to be held with AFH participants. Facilitate a discussion to identify: overall AFFH goals; identify the decision makers and local stakeholders; and public participation goals. Meeting prep, meeting materials, meeting facilitation & meeting summary	10
Round 2			
Step 2:	Stakeholder Meeting	Entity and collaboratives (those that the entity will need throughout the process) meet to identify goals for their service area. This meeting is intended to get buy in from local stakeholders. The meeting will explain AFH and its process as well as share goals of the AFFH. Meeting prep, meeting materials, meeting facilitation & meeting summary	17
Round 3			
Step 3:	Public Meeting	Community forums will take questions answered in Step 2 to public to affirm answers and maps (1-3 locations per entity). Meeting prep, meeting materials, meeting facilitation & meeting summary	18
Step 4:	Public Meeting	Work with PHA Resident Advisory Boards (1 meeting per entity - all sites included) Meeting prep, meeting materials, meeting facilitation & meeting summary	10
Round 4			
Step 5:	Survey	Create survey based on Publicly Supported Housing Analysis. MAPA will create and administer the survey. Once survey is complete, results will be given to local entities for analysis. Survey prep, survey materials & survey administration	10
Step 6:	Stakeholder Meeting	Analyze disability and access. Meeting prep, meeting materials, meeting facilitation & meeting summary	5
Round 5			
Step 7:	Public Meeting	General town hall meeting OR identify communities meetings and get on agenda Meeting prep, meeting materials, meeting facilitation & meeting summary	10
Step 8:	Internal Work	Draft summary of the public participation process for the AFFH effort. Draft narrative of Community Participation Process	15
			95

MAPA CONTRACT COVER PLATE

CONTRACT IDENTIFICATION

Contract Parties: MAPA and Fremont, Nebraska Housing Agency

Project Number and Title: 17FRMT01 – Fremont Housing Authority Affirmative Fair Housing Assessment

Effective Date: March 1, 2017

Completion Date: April 30, 2018

CONTRACT PARTIES

Omaha-Council Bluffs Metropolitan Area Planning Agency
2222 Cuming Street
Omaha NE 68102-4328

Fremont Housing Agency
2510 North Clarkson
Fremont, NE 68025

ACCOUNTING DATA

Contract – Not to exceed \$7,040

DATES OF SIGNING AND MAPA BOARD APPROVAL

Date of Legal Review:

Date of MAPA Finance Committee Approval:

Date of Agency Approval:

AGREEMENT

THIS CONTRACT, effective this first day of March 2017 by and between Fremont Housing Agency, 2510 North Clarkson, Fremont, Nebraska 68025 (herein called the "Housing Authority") and the Omaha-Council Bluffs Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska 68102 (herein called the "Planning Agency"),

WITNESSETH THAT:

WHEREAS, the Housing Authority desires to engage the Planning Agency to render certain technical and professional services hereafter described by Housing Authority in carrying out the Scope of Service of a Affirmative Housing Assessment.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Employment of Planning Agency. The Housing Authority hereby agrees to engage the Planning Agency and the Planning Agency hereby agrees to perform services herein set forth.

2. Area Covered. The Planning Agency shall perform all of the necessary services provided under this Contract in connection with and respecting the following area, herein called the "planning area": Fremont, Nebraska.

3. Scope of Work. The Planning Agency shall do, perform and carry out in a satisfactory and proper manner, all of the services as stated. Said services shall include, but not be limited to the following:

A. Objective. The objective of this program is to assist the Housing Authority with an Affirmative Fair Housing Assessment.

B. Work Activity. The Planning Agency will complete the activities in the attached Scope of Work for the Housing Authority's Fair Housing Assessment. See Attachment A.

4. Personnel. The Planning Agency shall furnish the necessary personnel, materials and services, equipment and transportation and otherwise do all things necessary for or incidental to the performance of the work set forth in the Scope of Work.

All of the services required hereunder shall be performed by the Planning Agency or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized by the Planning Agency to perform such services.

None of the work or services covered by this Contract shall be subcontracted by the Planning Agency without prior written approval by the Housing Authority.

5. Time of Performance. The services of the Planning Agency are to commence March 1, 2017 and end April 30, 2018.

6. Compensation. The Housing Authority agrees to compensate the Planning Agency according to the following schedule:

- A. Senior - hourly rate \$125 per hour multiplied by number of hours;
- B. Principal - hourly rate of \$105 per hour multiplied by number of hours;
- C. Professional - hourly rate of \$78 per hour multiplied by number of hours;

- D. Support staff and Interns - hourly rate of \$52 per hour multiplied by number of hours;
- E. Mileage - 53.5 cents per mile or IRS rate.
- F. Printing expenses, long distance telephone toll charges, supplies, postage, and miscellaneous expenses - actual cost.

The total charge to the Housing Authority for salaries and expenses shall not exceed seven thousand forty dollars (\$7,040) for the Affirmative Fair Housing Assessment.

7. Method of Payment. The Planning Agency may request partial payment for services performed under this Contract on a monthly schedule. Such requests shall be based on the number of hours worked and actual direct expenses incurred to date, as determined by the Planning Agency. Final payment of services under this contract shall be made by the Housing Authority within sixty (60) days following satisfactory completion of the Planning Agency's obligations under this Contract.

8. Records and Audits. The Planning Agency shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Housing Authority to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the Housing Authority, the Inspector General, the Government Accounting Office, the State Auditor's Office, or any authorized representative, and will be retained for five years after the expiration of this Contract unless permission to destroy them is granted, in writing, by the Housing Authority.

9. Civil Rights Provisions.

A. Discrimination in Employment - The Planning Agency shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, or disability. The Planning Agency shall take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include but may not be limited to the following: employment, upgrading, demotion or transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Planning Agency agrees to post notices setting forth the provisions of the nondiscrimination clause in conspicuous places so as to be available to employees.

B. Considerations for Employment - The Planning Agency shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, or disability.

Solicitation and Advertisement - The Planning Agency shall list all suitable employment openings with the State Employment Service local offices.

C. Civil Rights Compliance in Employment - The Planning Agency shall comply with all relevant provisions of the Federal Executive Order 11246, as amended by Federal Executive Order 11375, Title VII of the U.S. Civil Rights Act of 1964, as amended, the Fair Labor Standards Act (29 USC Section 201 et. seq.), Section 504 of the Vocational Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967, as amended, and the Vietnam Veterans Readjustment Act of 1974. The Planning Agency will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Iowa to investigate compliance with these rules and regulations.

D. Program Nondiscrimination - The Planning Agency shall conform with requirements of Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and DHUD regulations issued pursuant thereto

contained in 24 CFR Part 1. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available through this contract. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 USC 6101 et. seq.) or with respect to an otherwise qualified disabled individual as provided in Section 504 of the Vocational Rehabilitation Act of 1973, (29 USC Section 794) shall also apply to any such program or activity.

- E. Fair Housing - The Planning Agency (if applicable) shall comply with Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.), generally known as the Fair Housing Act, and with HUD regulations found at 24 CFR Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. The Planning Agency shall also comply with Section 109, Title I of the Housing and Community Development Act of 1974, as amended.
- F. Training and Employment - The Planning Agency shall comply with provisions for training, employment, and contracting in accordance with Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u).
- G. Noncompliance with the Civil Rights Laws - In the event of The Planning Agency's noncompliance with the nondiscrimination clauses of this contract or with any of the aforesaid rules, regulations, or requests, this contract may be canceled, terminated, or suspended either wholly or in part. In addition, the State of Iowa may take further action, imposing other sanctions and invoking additional remedies as provided.

10. Termination of Contract for Cause. If, through any cause, the Planning Agency shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Planning Agency shall violate any of the covenants, agreements, or stipulations of this Contract, the Housing Authority shall thereupon provide the Planning Agency an opportunity to cure. Should the Planning Agency not cure within a reasonable time, the Housing Authority shall have the right to terminate this Contract by giving written notice to the Planning Agency of such termination and specifying the effective date thereof, at least five (5) working days before the effective date of such termination. In that event, the Planning Agency shall be compensated for work performed and expenses incurred to date in accordance with the schedule set forth in paragraph 6.

11. Changes. The Housing Authority may, from time to time, require changes in the scope of the services of the Planning Agency to be performed hereunder. Such changes, including any increase or decrease in the amount of the Planning Agency's compensation, which are mutually agreed upon by and between the Housing Authority and the Planning Agency, shall be incorporated in written amendments to this Contract.

12. Interest of Members of the Housing Authority and Others. No employee of the Housing Authority and no members of its governing body, and no other public official of the governing body of the locality in which the Project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Contract which affects a personal interest or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

13. Interest of the Planning Agency. The Planning Agency 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 of services required to be performed under this Contract. The Planning Agency further covenants that in the performance of this Contract no person having any such interest shall be employed.

14. The Planning Agency hereby agrees to comply with all federal, state and local laws, rules and ordinances applicable to the Scope of Work and to this Agreement.

15. This Agreement shall be binding on successors and assigns of either party.

16. The Planning Agency warrants that it has not employed or retained any company, or persons, other than a bona fide employee working solely for the Planning Agency to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Planning Agency, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty the Housing Authority shall have the right to annul this Contract without liability.

17. Equal Employment Opportunity. During the performance of this contract, the Planning Agency agrees as follows:

(A) The Planning Agency will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Planning Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Planning Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(B) The Planning Agency will, in all solicitations or advertisements for employees placed by or on behalf of the Planning Agency, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(C) The Planning Agency will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Planning Agency's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(D) The Planning Agency will comply with all provisions of Executive Order No. 11246 "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(E) The Planning Agency will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(F) In the event of the Planning Agency's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Planning Agency may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(G) The Planning Agency will include the provisions of Paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued

pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Planning Agency will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Planning Agency becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Planning Agency may request the United States to enter into such litigation to protect the interests of the United States.

18. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)—The Planning Agency 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.

19. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)—The Planning Agency 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.

20. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)—The Planning Agency 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 1½ 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.

21. 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.

22. Debarment and Suspension (E.O.s 12549 and 12689)—The Planning Agency 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]

23. Hold Harmless. The Planning Agency 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 Planning Agency, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Planning Agency 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 Planning Agency 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.

24. 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 Housing Authority and the Planning Agency have executed this Contract as of the date first above written.

FREMONT HOUSING AGENCY

Attest _____

By _____ Date: _____
Authorized Official

Title

OMAHA-COUNCIL BLUFFS METROPOLITAN
AREA PLANNING AGENCY

Attest _____

By _____ Date: _____
Chairman, Board of Directors

Approved as to Legal Form

Date: _____

Signed _____
MAPA Legal Counsel

Scope of Work: Affirmative Fair Housing Assessment

			Estimated Hours
Round 1			
Step 1:	All Participant Meeting	Initial/kickoff meeting to be held with AFH participants. Facilitate a discussion to identify: overall AFFH goals; identify the decision makers and local stakeholders; and public participation goals. Meeting prep, meeting materials, meeting facilitation & meeting summary	6
Round 2			
Step 2:	Stakeholder Meeting	Entity and collaboratives (those that the entity will need throughout the process) meet to identify goals for their service area. This meeting is intended to get buy in from local stakeholders. The meeting will explain AFH and its process as well as share goals of the AFFH. Meeting prep, meeting materials, meeting facilitation & meeting summary	15
Round 3			
Step 3:	Public Meeting	Community forums will take questions answered in Step 2 to public to affirm answers and maps (1-3 locations per entity). Meeting prep, meeting materials, meeting facilitation & meeting summary	15
Step 4:	Public Meeting	Work with PHA Resident Advisory Boards (1 meeting per entity - all sites included) Meeting prep, meeting materials, meeting facilitation & meeting summary	9
Round 4			
Step 5:	Survey	Create survey based on Publicly Supported Housing Analysis. MAPA will create and administer the survey. Once survey is complete, results will be given to local entities for analysis. Survey prep, survey materials & survey administration	10
Step 6:	Stakeholder Meeting	Analyze disability and access. Meeting prep, meeting materials, meeting facilitation & meeting summary	3
Round 5			
Step 7:	Public Meeting	General town hall meeting OR identify communities meetings and get on agenda Meeting prep, meeting materials, meeting facilitation & meeting summary	6
Step 8:	Internal Work	Draft summary of the public participation process for the AFFH effort. Draft narrative of Community Participation Process	16
			80

MAPA CONTRACT COVER PLATE

CONTRACT IDENTIFICATION

Contract Parties: MAPA
City of Council Bluffs
Municipal Housing Agency of Council Bluffs

Project Number and Title: 17COBL01 – Council Bluffs Affirmative Fair Housing Assessment

Effective Date: March 1, 2017

Completion Date: April 30, 2018

CONTRACT PARTIES

Omaha-Council Bluffs Metropolitan Area Planning Agency
2222 Cuming Street
Omaha NE 68102-4328

City of Council Bluffs
209 Pearl Street
Council Bluffs, Iowa 51503

Municipal Housing Agency of Council Bluffs
505 South 6th Street
Council Bluffs, Iowa 51501

ACCOUNTING DATA

Contract – Not to exceed \$7,040

DATES OF SIGNING AND MAPA BOARD APPROVAL

Date of Legal Review:

Date of MAPA Finance Committee Approval:

Date of Agency Approval:

AGREEMENT

THIS CONTRACT, effective this first day of March 2017 by and between City of Council Bluffs, 209 Pearl Street, Council Bluffs, Iowa 51503 and Municipal Housing Agency of Council Bluffs, 505 South 6th Street, Council Bluffs, Iowa 51501 (together herein called the "Housing Agency") and the Omaha-Council Bluffs Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska 68102 (herein called the "Planning Agency"),

WITNESSETH THAT:

WHEREAS, the Housing Agency desires to engage the Planning Agency to render certain technical and professional services hereafter described by Housing Agency in carrying out the Scope of Service of an Affirmative Housing Assessment.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Employment of Planning Agency. The Housing Agency hereby agrees to engage the Planning Agency and the Planning Agency hereby agrees to perform services herein set forth.

2. Area Covered. The Planning Agency shall perform all of the necessary services provided under this Contract in connection with and respecting the following area, herein called the "planning area": Council Bluffs, Iowa.

3. Scope of Work. The Planning Agency shall do, perform and carry out in a satisfactory and proper manner, all of the services as stated. Said services shall include, but not be limited to the following:

- A. Objective. The objective of this program is to assist the Housing Agency with an Affirmative Fair Housing Assessment.
- B. Work Activity. The Planning Agency will complete the activities in the attached Scope of Work for the Housing Agency's Fair Housing Assessment. See Attachment A.

4. Personnel. The Planning Agency shall furnish the necessary personnel, materials and services, equipment and transportation and otherwise do all things necessary for or incidental to the performance of the work set forth in the Scope of Work.

All of the services required hereunder shall be performed by the Planning Agency or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized by the Planning Agency to perform such services.

None of the work or services covered by this Contract shall be subcontracted by the Planning Agency without prior written approval by the Housing Agency.

5. Time of Performance. The services of the Planning Agency are to commence March 1, 2017 and end April 30, 2018.

6. Compensation. The Housing Agency agrees to compensate the Planning Agency according to the following schedule:

- A. Senior - hourly rate \$100 per hour multiplied by number of hours;
- B. Principal - hourly rate of \$88 per hour multiplied by number of hours;

- C. Professional - hourly rate of \$62 per hour multiplied by number of hours;
- D. Support staff and Interns - hourly rate of \$42 per hour multiplied by number of hours;
- E. Mileage - 53.5 cents per mile or IRS rate.
- F. Printing expenses, long distance telephone toll charges, supplies, postage, and miscellaneous expenses - actual cost.

The total charge to the Housing Agency for salaries and expenses shall not exceed seven thousand forty dollars (\$7,040) for the Affirmative Fair Housing Assessment.

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8. Records and Audits. The Planning Agency shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Housing Agency to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the Housing Agency, the Inspector General, the Government Accounting Office, the State Auditor's Office, or any authorized representative, and will be retained for five years after the expiration of this Contract unless permission to destroy them is granted, in writing, by the Housing Agency.

9. Civil Rights Provisions.

A. Discrimination in Employment - The Planning Agency shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, or disability. The Planning Agency shall take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include but may not be limited to the following: employment, upgrading, demotion or transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Planning Agency agrees to post notices setting forth the provisions of the nondiscrimination clause in conspicuous places so as to be available to employees.

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Solicitation and Advertisement - The Planning Agency shall list all suitable employment openings with the State Employment Service local offices.

C. Civil Rights Compliance in Employment - The Planning Agency shall comply with all relevant provisions of the Federal Executive Order 11246, as amended by Federal Executive Order 11375, Title VII of the U.S. Civil Rights Act of 1964, as amended, the Fair Labor Standards Act (29 USC Section 201 et. seq.), Section 504 of the Vocational Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967, as amended, and the Vietnam Veterans Readjustment Act of 1974. The Planning Agency will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Iowa to investigate compliance with these rules and regulations.

D. Program Nondiscrimination - The Planning Agency shall conform with requirements of Title VI of

the Civil Rights Act of 1964 (42 USC 2000d et seq.) and DHUD regulations issued pursuant thereto contained in 24 CFR Part 1. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available through this contract. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 USC 6101 et. seq.) or with respect to an otherwise qualified disabled individual as provided in Section 504 of the Vocational Rehabilitation Act of 1973, (29 USC Section 794) shall also apply to any such program or activity.

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- F. Training and Employment - The Planning Agency shall comply with provisions for training, employment, and contracting in accordance with Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u).
- G. Noncompliance with the Civil Rights Laws - In the event of The Planning Agency's noncompliance with the nondiscrimination clauses of this contract or with any of the aforesaid rules, regulations, or requests, this contract may be canceled, terminated, or suspended either wholly or in part. In addition, the State of Iowa may take further action, imposing other sanctions and invoking additional remedies as provided.

10. Termination of Contract for Cause. If, through any cause, the Planning Agency shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Planning Agency shall violate any of the covenants, agreements, or stipulations of this Contract, the Housing Agency shall thereupon provide the Planning Agency an opportunity to cure. Should the Planning Agency not cure within a reasonable time, the Housing Agency shall have the right to terminate this Contract by giving written notice to the Planning Agency of such termination and specifying the effective date thereof, at least five (5) working days before the effective date of such termination. In that event, the Planning Agency shall be compensated for work performed and expenses incurred to date in accordance with the schedule set forth in paragraph 6.

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12. Interest of Members of the Housing Agency and Others. No employee of the Housing Agency and no members of its governing body, and no other public official of the governing body of the locality in which the Project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Contract which affects a personal interest or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

13. Interest of the Planning Agency. The Planning Agency 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 of services required to be performed under this Contract. The Planning Agency further covenants that in the performance of this Contract no person having any such interest shall be employed.

14. The Planning Agency hereby agrees to comply with all federal, state and local laws, rules and ordinances applicable to the Scope of Work and to this Agreement.

15. This Agreement shall be binding on successors and assigns of either party.

16. The Planning Agency warrants that it has not employed or retained any company, or persons, other than a bona fide employee working solely for the Planning Agency to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Planning Agency, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty the Housing Agency shall have the right to annul this Contract without liability.

17. Equal Employment Opportunity. During the performance of this contract, the Planning Agency agrees as follows:

(A) The Planning Agency will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Planning Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Planning Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(B) The Planning Agency will, in all solicitations or advertisements for employees placed by or on behalf of the Planning Agency, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(C) The Planning Agency will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Planning Agency's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(D) The Planning Agency will comply with all provisions of Executive Order No. 11246 "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(E) The Planning Agency will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(F) In the event of the Planning Agency's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Planning Agency may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(G) The Planning Agency will include the provisions of Paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued

pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Planning Agency will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Planning Agency becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Planning Agency may request the United States to enter into such litigation to protect the interests of the United States.

18. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)—The Planning Agency 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.

19. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)—The Planning Agency 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.

20. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)—The Planning Agency 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 1½ 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.

21. 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.

22. Debarment and Suspension (E.O.s 12549 and 12689)—The Planning Agency 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]

23. Hold Harmless. The Planning Agency 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 Planning Agency, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Planning Agency 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 Planning Agency 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.

24. 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 Housing Agency and the Planning Agency have executed this Contract as of the date first above written.

MUNICIPAL HOUSING AGENCY OF COUNCIL
BLUFFS

Attest _____

By _____ Date: _____
Authorized Official

Title

CITY OF COUNCIL BLUFFS, IOWA

Attest _____

By _____ Date: _____
Authorized Official

Title

OMAHA-COUNCIL BLUFFS METROPOLITAN
AREA PLANNING AGENCY

Attest _____

By _____ Date: _____
Chairman, Board of Directors

Approved as to Legal Form

Date: _____

Signed _____
MAPA Legal Counsel

Scope of Work: Affirmative Fair Housing Assessment

			Estimated Hours
Round 1			
Step 1:	All Participant Meeting	Initial/kickoff meeting to be held with AFH participants. Facilitate a discussion to identify: overall AFFH goals; identify the decision makers and local stakeholders; and public participation goals. Meeting prep, meeting materials, meeting facilitation & meeting summary	10
Round 2			
Step 2:	Stakeholder Meeting	Entity and collaboratives (those that the entity will need throughout the process) meet to identify goals for their service area. This meeting is intended to get buy in from local stakeholders. The meeting will explain AFH and its process as well as share goals of the AFFH. Meeting prep, meeting materials, meeting facilitation & meeting summary	20
Round 3			
Step 3:	Public Meeting	Community forums will take questions answered in Step 2 to public to affirm answers and maps (1-3 locations per entity). Meeting prep, meeting materials, meeting facilitation & meeting summary	20
Step 4:	Public Meeting	Work with PHA Resident Advisory Boards (1 meeting per entity - all sites included) Meeting prep, meeting materials, meeting facilitation & meeting summary	10
Round 4			
Step 5:	Survey	Create survey based on Publicly Supported Housing Analysis. MAPA will create and administer the survey. Once survey is complete, results will be given to local entities for analysis. Survey prep, survey materials & survey administration	10
Step 6:	Stakeholder Meeting	Analyze disability and access. Meeting prep, meeting materials, meeting facilitation & meeting summary	5
Round 5			
Step 7:	Public Meeting	General town hall meeting OR identify communities meetings and get on agenda Meeting prep, meeting materials, meeting facilitation & meeting summary	10
Step 8:	Internal Work	Draft summary of the public participation process for the AFFH effort. Draft narrative of Community Participation Process	20
			105



TRAVEL AUTHORIZATION FORM

Project : 17002-01 16NDOR02 Date of Travel : June 4-7, 2017

Request for Travel To: Monterey, CA and return.

Purpose: NARC Annual Conference and Exhibition

Persons Traveling: 2 MAPA Staff & 4 MAPA Board Members

Submitted by: _____ Date Submitted: _____

Standard Request:

Lodging: Actual _____

Meals: Actual _____

Special Request

Request Prepaid Registration (20 days prior notification) _____ Purchase Order Attached
If Separate Check Required

Date Approved: _____ by _____
Department Director

Date Approved: _____ by _____
Executive Director

Date Approved: _____ by _____
Finance Committee Chair / Member (if amount is over \$1000)

Date Approved: _____ by _____
Board of Directors Chair / Member (if amount is over \$2000)

- If travel is outside of MAPA five-county area or expenses exceed those listed in the Administrative Procedures, Travel Authorization and Travel Expense Forms are to be approved in advance.
- Complete Travel Expense Form and submit along with Travel Authorization Form.
- Attach meeting/conference information letter or brochure.



TRAVEL EXPENSE FORM

Name 2 MAPA Staff & 4 MAPA Board Members

Destination Monterey, CA

Purpose of Trip NARC Annual Conference and Exhibition

Inclusive Dates 6/4/2017 through 6/7/2017

Expense Item	Estimated Cost	Prepaid Advance	Actual Cost*
Round-trip Transportation	\$ <u>4,000.00</u>	\$ _____	\$ _____
MAPA Auto ()			
Personal auto use requested ()			
Transportation at Destination	_____	_____	_____
Registration Fee			(P.O.)
6 @ \$600	<u>3,600.00</u>		
Hotel			
6 @ \$250/night	<u>4,500.00</u>	_____	_____
Telephone	_____	_____	_____
Meals & Incidentals			
6 @ \$74/day	<u>1,776.00</u>	_____	_____
Other:			
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

TOTAL: \$ 13,876.00 \$ _____ \$ _____

Prepaid Advance \$ _____

* To Be substantiated by an Expense Form



Metropolitan Area Planning Agency

FY2017-2022 Transportation Improvement Program

Revision Summary - Amendment 5

<u>Control #</u>	<u>Project Name</u>	<u>Lead Agency</u>	<u>Revision Note</u>
NE-22224A	180th St (Phase 2)	Douglas	\$172.033 of STBG-MAPA funding is programmed in FY2017 for PE-NEPA-FD.

<u>Control #</u>	<u>Project Name</u>	<u>Lead Agency</u>	<u>Revision Note</u>
NE-22224	180th Street (Phase 1)	Douglas	\$390.727 of STBG-MAPA funding is programmed in FY2017 for PE-NEPA-FD.

<u>Control #</u>	<u>Project Name</u>	<u>Lead Agency</u>	<u>Revision Note</u>
NE-22236	114th Street	Omaha	The FY2018 UTIL-CON-CE phase is reprogrammed to FY2017.



Metropolitan Area Planning Agency FY2017-2022 Transportation Improvement Program

TIP ID 2015-038		Project Name 180th St (Phase 2)	
Control Number NE-22224A			
Lead Agency	Douglas	Project Type	Road Widening
County	Douglas	Length (mi)	1.30
		Total Project Cost*	\$11,546.29
Location Blondo to Maple			
Description 4 lane Urban			

Fiscal Year	Project Phase	Funding Source	Total Funds*	Federal Funds*	State Funds*	Local Funds*
2017	PE-NEPA-FD	STBG-MAPA	\$215.04	\$172.03	\$0.00	\$43.01
2020	ROW	STBG-MAPA	\$956.25	\$765.00	\$0.00	\$191.25
2021	UTIL-CON-CE	STBG-MAPA	\$10,375.00	\$8,300.00	\$0.00	\$2,075.00

* Amounts in thousands of U.S. dollars

Revision History

3/24/2017

Amendment 5

\$172.033 of STBG-MAPA funding is programmed in FY2017 for PE-NEPA-FD





Metropolitan Area Planning Agency FY2017-2022 Transportation Improvement Program

TIP ID	Project Name					
2015-039	180th Street (Phase 1)					
Control Number						
NE-22224						
Lead Agency	Douglas	Project Type	Bridge			
County	Douglas	Length (mi)	1.30	Total Project Cost*	\$32,179.66	
Location						
HWS Cleveland Blvd to Blondo St and Blondo St .25 mile East and West to 180th St						
Description						
4 Lane Urban New Bridge over Old Lincoln Highway, Union Pacific Railroad, and Papillion Creek						

Fiscal Year	Project Phase	Funding Source	Total Funds*	Federal Funds*	State Funds*	Local Funds*
2008	PE-NEPA-FD	STBG-MAPA	\$860.00	\$688.00	\$0.00	\$172.00
2009	PE-NEPA-FD	STBG-MAPA	\$1,180.00	\$944.00	\$0.00	\$236.00
2014	PE-NEPA-FD	STBG-MAPA	\$625.00	\$500.00	\$0.00	\$125.00
2016	PE-NEPA-FD	STBG-MAPA	\$455.00	\$364.00	\$0.00	\$91.00
2017	PE-NEPA-FD	STBG-MAPA	\$488.41	\$390.73	\$0.00	\$97.68
2017	ROW	STBG-MAPA	\$1,762.50	\$1,410.00	\$0.00	\$352.50
2019	UTIL-CON-CE	STBG-MAPA	\$26,808.75	\$21,447.00	\$0.00	\$5,361.75

* Amounts in thousands of U.S. dollars

Revision History

3/24/2017

Amendment 5

\$390.727 of STBG-MAPA funding is programmed in FY2017 for PE-NEPA-FD





Metropolitan Area Planning Agency FY2017-2022 Transportation Improvement Program

TIP ID 2015-053		Project Name 114th Street	
Control Number NE-22236			
Lead Agency Omaha	Project Type Road Widening		
County Douglas	Length (mi) 0.70	Total Project Cost*	\$5,811.25
Location Burke to Pacific St			
Description Widen 2 Lane to 3 Lane Urban Undivided with TWLTL on Center Lane			

Fiscal Year	Project Phase	Funding Source	Total Funds*	Federal Funds*	State Funds*	Local Funds*
2007	PE-NEPA-FD	STBG-MAPA	\$500.00	\$400.00	\$0.00	\$100.00
2014	PE-NEPA-FD	STBG-MAPA	\$247.50	\$198.00	\$0.00	\$49.50
2016	ROW	STBG-MAPA	\$480.00	\$384.00	\$0.00	\$96.00
2017	UTIL-CON-CE	STBG-MAPA	\$4,583.75	\$3,667.00	\$0.00	\$916.75

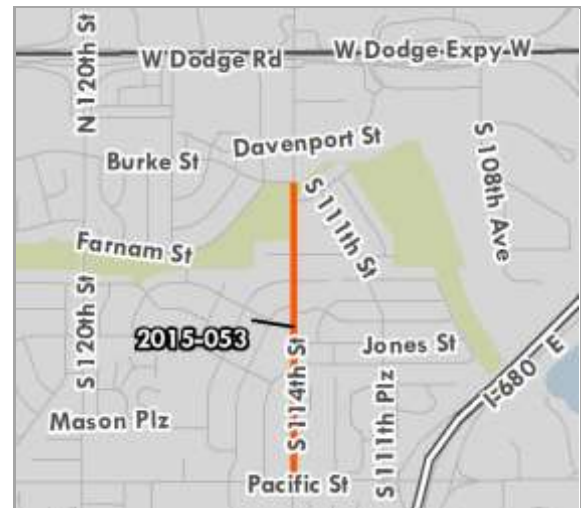
* Amounts in thousands of U.S. dollars

Revision History

3/24/2017

the FY2018 UTIL-CON-CE phase is reprogrammed to FY2017

Amendment 5



Appendix I: MAPA FY - 2018 UPWP Budget Table																							
Work Activity	FHWA PL				FTA 5305d		RPA-18	CMAQ	FHWA-STBG		FTA-Admin	Total Transportation Funding	Hours										
	Neb.	FY-18	Neb. FY-17	Iowa FY-18	Neb FY-18	Iowa FY-18	Iowa SPR & 5311	Neb CMAQ	Neb STBG	Iowa STBG	5310 VTCLI JARC/NF												
MAPA Activities																							
200 UPWP and Federal Assurances		14,000	2,100	2,000	7,500	1,000	1,115					27,715	550										
210 Board and Committee Support		90,000	13,560	10,000	15,000	4,000	7,153				2,500	142,213	2,840										
220 Regional Transportation Planning		70,000	10,550	20,161	24,280	20,177	5,580				83,052	233,800	4,680										
230 TIP and Local Projects		60,000	9,050	7,500	20,000	5,901	4,785		8,000		7,500	122,736	2,450										
240 Communication and Public Involvement		100,000	15,050	15,000	12,000	1,500	7,970				5,000	156,520	3,130										
250 Regional Data, Mapping & Forecasting		132,000	20,000	8,000	3,000	500	10,500					174,000	3,480										
260 Environment and Energy		22,700	3,420		3,000		1,800	28,008				58,928	1,180										
270 Heartland 2050		30,000	4,500	8,000	20,000		2,400		8,000			72,900	1,460										
280 Training and Education		20,000	3,000	1,500	3,000	1,500	1,600					30,600	610										
290 Management		110,000	16,500	10,000	3,000		8,800				7,000	155,300	3,110										
300 Membership Services		15,000	2,270	1,500			1,200					19,970	400										
310 Local and Partner Planning Support		-	-									-	-										
Subtotal MAPA Activities-Federal Share	\$	663,700	\$	100,000	\$	83,661	\$	110,780	\$	34,578	\$	52,903	\$	28,008	\$	16,000	\$	-	\$	105,052	\$	1,194,682	
Subtotal MAPA Activities-Local Share	\$	111,139	\$	25,000	\$	16,540	\$	27,695	\$	8,645	\$	13,226	\$	7,002	\$	4,000	\$	-	\$	26,263	\$	239,509	
Subtotal MAPA Activities	\$	774,839	\$	125,000	\$	100,201	\$	138,475	\$	43,223	\$	66,128	\$	35,010	\$	20,000	\$	-	\$	131,315	\$	1,434,191	23,890
Contracts and Subrecipients																							
220 xxxxx - LRTP Summary & Communications		30,000										30,000											
230 xxxxx - Bellevue Bridge Study									112,000			112,000											
250 xxxxx - On-Call Modeling		20,000	5,000									25,000											
260 xxxxx - Little Steps Big Impact Project								306,208				306,208											
280 xxxxx - H2050 Mini-Grant Nebraska									210,000	80,000		290,000											
280 xxxxx - H2050 Mini-Grant Iowa												-											
280 xxxxx - Transit ROI Assessment					152,000							152,000											
310 xxxxx - Planning Local Subrecipients		306,802		24,500		10,500						341,802											
310 xxxxx - Transit Planning Subrecipient					100,000							100,000											
310 xxxxx - Live Well Omaha Bike Education												-											
310 xxxxx - 5310 Subrecipients											500,000	500,000											
310 xxxxx - JARC/NF Subrecipients											59,302	59,302											
310 xxxxx - VTCLI Subrecipients											421,875	421,875											
Additional Studies to be identified			91,000									91,000											
310 xxxxx - Rideshare / Travel Demand Mgmt.		10,000	4,000									14,000											
Subtotal Contracts and Subrecipients-Federal Share		366,802	100,000	24,500	252,000	10,500		306,208	322,000	80,000	981,177	2,443,187											
Subtotal Contracts and Subrecipients-Local Share		146,487	25,000	10,500	63,000	10,500		76,552	80,500	20,000	245,294	677,833											
Subtotal Contracts and Subrecipients		513,289	125,000	35,000	315,000	21,000	-	382,760	402,500	100,000	1,226,471	3,121,020	-										
Total Federal Share		1,030,502	200,000	108,161	362,780	45,078	52,903	334,216	338,000	80,000	1,086,229	3,637,869											
Total Local Share		257,626	50,000	27,040	90,695	19,145	13,226	83,554	84,500	20,000	271,557	917,342											
Total		1,288,128	250,000	135,201	453,475	64,223	66,128	417,770	422,500	100,000	1,357,786	4,555,211											
Total Hours		25,760	5,000	2,700	9,070	1,280	1,320	8,360	8,450	2,000	27,160	91,100											
Match Funding																							
Local / Subrecipient Cash		177,626	50,000	15,040	67,795	19,145		83,554	84,500	20,000	271,557	789,217											
Heartland 2050 Foundation Cash		80,000	-	12,000	22,900	-		-	-	-	-	114,900											
Match %		20.0%	20.0%	20.0%	20.0%	29.8%		20.0%	20.0%	20.0%	20.0%	20.1%											

Rank	Applicant	Project Name	Funding Request	Review Committee Notes	Recommended for Funding
1	Metro Transit	Transit Development Plan	\$ 87,500	Transit Development Plan is a strong application that closely aligns with H2050's Close the Gap initiative. A strong partnership between Metro and H2050 will be critical to Close the Gap's success and funding this grant reinforces our commitment to collaboration. This plan will set the stage for the future of Metro's transit service and potential expansions in the next few years.	X
2	City of Omaha	13th Street Corridor Walkability Study	\$ 100,000	13th Street Corridor Walkability Study is a strong application that closely aligns with H2050's priorities of livability and walkability. While the focus itself is limited geographically it is hoped that if successful other such projects will be executed within Omaha. In addition, this project could be shared as a best practice with the potential for replication in other areas in the region.	X
3	Sarpy County	Arterial & Collector Road Location Study	\$ 30,000	Arterial and Collector Road Location Study is a strong application that is looking ahead to needed transportation investments in the MAPA Region's fastest growing county. As Sarpy County is set to approve its updated Comprehensive Plan, this study will help ensure infrastructure investments are identified and understood during the development process.	X
1	Council Bluffs	Council Bluffs Walkability Master Plan	\$ 80,000	Council Bluffs Walkability Master Plan is a strong application that closely aligns with H2050's priorities of livability and walkability.	X
2	SWITA	Vehicle Transportation for Community Integration	\$ 19,000	Vehicle Transportation for Community Integration did not demonstrate a strong alignment between the project and the H2050 Vision. MAPA recommends this project be submitted for Section 5310 funding or other transit funding that becomes available as it is an important partnership that could be a priority for other regional funding.	No

Project Description
MAPA Nebraska Affordable Housing Program Annual Cycle
Owner Occupied Rehabilitation Program Description

The MAPA Owner-Occupied Rehabilitation housing program is initially planned for the communities of Valley and Waterloo in western Douglas County, Nebraska.

The proposed program will provide funds to rehabilitate at least 10 homes in the communities of Valley and Waterloo. These communities were chosen as the initial communities for what is planned to be an ongoing owner occupied housing rehabilitation program in the rural communities in Sarpy, Douglas and Washington counties.

The communities of Valley and Waterloo both have a high percentage of homes constructed prior to 1939, or over 75 years old. Research utilizing the American Community Survey indicate over 29% of Valley's housing stock, and over 19% of Waterloo's housing stock, are over 75 years of age. These percentages translate to approximately 175 homes in these two communities. 'Windshield' surveys of both communities have indicated a pool of homes in need of rehabilitation exists.

Successful applicants for the program will be at or below 120% of area median income for the Omaha Metropolitan area/Douglas County. A sliding scale application process will award more points to families with incomes below 120% of area median income, those over 62 years of age and disabled applicants. This scoring system will provide lower income, older and disabled home owners an increased ability to participate in the program.

All housing rehabilitation will be done in conformity with the Nebraska Department of Economic Development Minimum Standards for Rehabilitation, which covers the following areas: Basic Equipment and Facilities, Light, Ventilation and Heating, Structural and Space, Use and Location. Copies of the requirements are being provided to the Housing Committees in each community so the members of the committees can become familiar with the requirements. In addition, the Minimum Standards for Rehabilitation will be discussed during community meetings in both Valley and Waterloo. A brief 'initial' qualifying application will also be provided at the community meetings in order to get an initial indication of the housing rehabilitation needs for each community.

Both the general administration and the individual owner occupied housing rehabilitation administration of the program will be performed by MAPA, who is also the applicant for the grant funding.

Both Valley and Waterloo city councils have passed the necessary resolutions agreeing to provide a 15% match for the program. In addition, Valley has completed the forming of a Housing Committees to work with the program in Valley. An initial meeting with Valley's committee has been held to discuss responsibilities and the program in general. Waterloo is in the process of forming it's Housing Committee and will have completed doing so in March.

The MAPA Owner Occupied Housing Rehabilitation program for Valley and Waterloo will provide the initial participants in the program with a better home to live in as well as assisting the communities with the process of providing housing assistance for community members.

Part II Budget Calculator for OOR Projects	
Number of Units (Enter # in Project)	10
Estimated \$ Amount for Rehab	\$25,000
Total amount of NAHTF funds for rehab [530]	\$250,000
Lead Based Paint \$1,500 per unit [580a]	\$15,000
Other Activity (i.e. demolition) [enter the amount]	
Subtotal	\$265,000
Total Estimated Request	\$331,250
Housing Management maximum 10% of Total NAHTF hard costs [580]	\$25,000
General Administration maximum 10% of Total NAHTF hard costs [181]	\$25,000
Final Part II Budget	
0530 Rehabilitation	\$250,000
0580(a) LBP Testing	\$15,000
0#### [Other Activity]	\$0
0580 Housing Management (enter maximum noted above)	\$25,000
0181 General Administration (enter maximum noted above)	\$25,000
Total Budget Request	\$315,000

OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY

RESOLUTION NUMBER 2017 - 14

WHEREAS, the members of the Omaha-Council Bluffs Metropolitan Area Planning Agency (MAPA) have been formally designated by their respective legislative bodies to act as the official representative in planning matters of mutual concern; and

WHEREAS, MAPA desires to implement an Owner-Occupied Housing Rehabilitation Program for the communities of Valley and Waterloo in Douglas County, Nebraska through the application for grant funds administered by the Nebraska Department of Economic Development; and

WHEREAS, the Nebraska Department of Economic Development requires assurance of financial capabilities for the awarding of the grant as well as the implementation of the program; and

WHEREAS, MAPA has the financial capabilities to finance the MAPA Owner-Occupied Housing Rehabilitation Program from existing funding available to the agency; and therefore, be it resolved:

RESOLVED, that the MAPA Board of Directors approves the financing of the MAPA Owner-Occupied Housing Rehabilitation Program from existing funding sources.

PASSED this 30th day of March 2017

Rita Sanders
Chair, MAPA Board of Directors

HOMEOWNER REHABILITATION PROGRAM GUIDELINES

**OMAHA-COUNCIL BLUFFS
METROPOLITAN AREA PLANNING AGENCY**



**APPROVED AND ADOPTED BY
Omaha-Council Bluffs Metropolitan Area Planning Agency
Board of Directors
(DATE):**

**Omaha-Council Bluffs Metropolitan Area Planning Agency
Housing Rehabilitation Program Guidelines**

Introduction

These Program Guidelines (Guidelines), developed by the Omaha-Council Bluffs Metropolitan Area Planning Agency (MAPA), are for a community Housing Rehabilitation Program (Program) to be implemented within the corporate limits of the communities of Valley and Waterloo, Nebraska. The intention of the Program is to increase the supply of decent, safe and sanitary housing for moderate to low-income homeowners residing within the corporate limits of the communities of Valley and Waterloo. Further, the Program will promote housing improvements that prevent the spread of blight and its influence, provide assistance to those persons of the greatest need, improve the availability and desirability of housing in the targeted communities, discourage the abandonment or neglect of residential dwelling units, promote continued home ownership, increase the attractiveness of existing neighborhoods, and increase local employment.

Administrative Components

MAPA serves as the applicant/grantee. MAPA will provide services to qualified applicants within the corporate limits of the communities of Valley and Waterloo, Nebraska. MAPA will also serve as the general administrator for this Program. Upon grant award and notice of release of funds from the Nebraska Department of Economic Development (NDED), MAPA will provide Housing Administration (which includes the Housing Rehabilitation Specialist) and Lead-Based Paint (LBP) specialized services for the project. The responsibilities of each of these components will be clarified later in these guidelines.

Purpose

- To increase the number of good, habitable dwelling units by improving existing housing.
- Improve the health and safety of living conditions in the target counties and communities.
- Improve the desirability of housing in the target communities.
- To preserve and enhance housing stock for future generations.
- To discourage the abandonment or neglect of residential dwelling units.
- To promote continued home ownership through assistance to persons of greatest need.
- To increase local employment.

Distribution of Program Funds – Priority Ranking System

The stated number of homes targeted for the Program is ten (10) homes located in the corporate limits of Valley and Waterloo, Nebraska at a maximum of **\$25,000 per housing unit**.

A Priority Ranking System (see Appendix B1) will be utilized for the ranking of received applications. Points will be assigned accordingly as outlined in Appendix B-1.

Due to the preliminary interest received from local citizens in both communities, it is not anticipated that the communities will have any difficulty utilizing all of the rehabilitation funds.

Eligibility Criteria

Applicant Eligibility – Persons assisted with Nebraska Affordable Housing Trust Fund Program (NAHTF) Owner Occupied Rehabilitation (OOR) funds must have incomes at \leq 120% of AMI. Income eligibility and verification that applicant meets 120% AMI will be determined according to the definition found in **24 CFR Part 5.609**. This definition requires the use of annual anticipated gross income during the next 12 months. (See 24 CFR 5.609 income determination)

2016 Maximum Family Income Limits for Eligibility (Douglas County) as of 6/6/16

Income As % of AMI	Household Size							
	1	2	3	4	5	6	7	8
A (50%)	25,250	28,850	32,450	36,050	38,950	41,850	44,750	47,600
B (80%)	40,400	46,160	51,920	57,680	62,320	66,960	71,600	76,160
C (120%)	60,600	69,240	77,880	86,520	93,480	100,400	143,100	152,400

Income guidelines are based on Department of Housing and Urban Development (HUD) Housing Assistance programs as approved by NDED. Limits may be updated annually as they are received from HUD and approved by NDED. (Income levels will be verified according to 24 CFR Part 5.)

Funding Levels - The NAHTF has established that the total amount of rehabilitation funds expended per dwelling will not exceed \$25,000. This limit is appropriate for the housing stock in the target areas, and also allows an increased number of homes to be assisted.

Application Process and Formal Notification of Selection and Non-Selection

Preliminary Application - This application consists of questions related to household size and composition, income, housing-related expenses, etc. Application information will be reviewed and evaluated by the Housing Rehabilitation Specialist/Housing Program Administrator, on a confidential basis. Homeowners who do not meet basic eligibility requirements will be notified in writing including a statement of the reason they are ineligible for assistance. Homeowners who are eligible will be notified in writing.

Full Application - Homeowners are expected to complete an application and send this to the Housing Rehabilitation Specialist for review and processing. Review of the application will begin as soon as practicable after it is received. Applications will be processed on a first-ready, first-served basis. Referrals for all appropriate applicants will be made to various local agencies and other local reuse programs, as appropriate, to encourage partnering of funds for a common goal of assisting homeowners with rehabilitation requirements.

The Housing Rehabilitation Specialist's review process involves the verification of income through bank statements, income tax returns, asset verification, employment pay stubs and employer verification, and any other steps deemed necessary. Other eligibility requirements will be confirmed through review of the property deed and title check (method of determination of homeownership), dwelling insurance coverage and paid property tax receipts. The Housing Rehabilitation Specialist will also conduct a thorough health and safety inspection of the home, as well as a rehab needs assessment. The preliminary inspection of the home will give an

indication of whether the house will be economically feasible for rehabilitation. Following this, for all homes built prior to 1978, a LBP inspection will be completed, and if necessary, a LBP risk assessment. The Housing Rehabilitation Specialist will complete a work write-up, incorporating rehabilitation issues relevant to any identified LBP, based on the lead hazard control plan completed by the licensed risk assessor. The Priority Point Sheets located in Appendix B1 of these Guidelines will be utilized for ranking applications prior to submission for consideration. Each project along with its priority point information and list of needed repairs and an estimated cost will be presented anonymously to the Housing Review Committee of the community in which the house is located for approval or denial.

The Housing Rehabilitation Specialist will send a letter to each applicant as to the results of the review process, indicating next steps for successful applicants and informing unsuccessful applicants the reason for their denial.

Client Property Selection Standards

Minimum Rehabilitation Standards - Properties must be feasible for being brought into compliance with NDED's minimum rehabilitation standards and upon completion of rehabilitation, will, at a minimum, meet NDED standards or NDED Rehabilitation standards. HUD requires that the maximum after-rehab value of a property cannot exceed the Section 203(b) Single Family Mortgage limit of \$200,000. The maximum purchase price or after-rehabilitation value will not exceed 95% of the median purchase price for the area. For more information, see: <https://www.onecpd.info/resource/2312/home-maximum-purchase-price-after-rehab-value/>. (Copy address in web browser to view)

Determination of Home Ownership - All homes assisted by the Program shall meet the following requirements:

- Home must be single-family, owner-occupied and the home must be within the corporate limits of the communities of Valley and Waterloo, Nebraska. Demonstration of homeownership will be by property deed or other similar legal document, and this will be verified with the county's Register of Deeds. Rental units are not eligible for this Program.
- Properties will be in locations where safe, sanitary, and adequate water supplies and sewage disposal are currently available for use.
- Properties shall be single-family dwelling units.
- Mobile homes will be ineligible for rehabilitation assistance.
- Applicants must have a net worth of less than \$75,000, excluding residence.
- Property taxes must be paid current at the time that the City and the homeowner sign the housing rehabilitation agreement, and any taxes owed to the county and/or community must be paid and kept current.
- During the continuance of this project and subsequent time period of the deferred funds, the homeowner must keep the property in good and substantial repair.
- Properties shall be free and clear of any debris that jeopardizes public safety and/or impairs the appearance of the neighborhood. Properties must remain debris-free for the duration of the program lien period. Debris shall include, but not be limited to: inoperable automobiles, machinery, appliances, tires and accessories, noxious weeds, discarded metal and other unsightly rubble.
- Properties within federally determined floodplains may not be eligible for rehabilitation under this Program depending on the value of the property and the cost of rehabilitation.

- Owner-occupants will need to carry a basic dwelling insurance policy of at least 95% of replacement costs and the coverage must be, at a minimum, equal to all unpaid home loans (mortgages / deeds of trust) filed against the property. Appropriate flood insurance coverage must also be maintained. **MAPA must be listed as a loss payee on participating homes.**
- All enrolled projects must be completed within the time frame of the grant award to MAPA, including any extensions of the grant time period.

Amount and Type of Assistance

Project Feasibility - The Housing Rehabilitation Specialist will make a determination of economic feasibility for each house under consideration by the Program. **This includes consideration of issues/costs related to LBP.** In general, a property will be determined infeasible for rehabilitation if the cost of repairs exceeds \$25 per square foot, or the estimated cost of the rehabilitation is greater than **\$25,000**. Housing Rehabilitation Specialist personnel will make recommendations to the Housing Review Committee for applicant homes. The Housing Review Committee may render any of the following four determinations, based on its judgment, on all facts, circumstances, and advice:

- The project is deemed economically feasible and eligible to be rated for funding.
- The project may be approved with a funding limitation so as to be considered feasible.
- The project may be delayed for further study and consideration.
- The project is not economically feasible.

If the Housing Review Committee makes the determination that a proposed project is not economically feasible, the applicant may appeal the determination by following the Client Appeal and Grievance Procedure.

Assistance will not exceed the Nebraska Affordable Housing Program maximum per unit subsidy for Douglas County, Nebraska. A listing of subsidy limits by county can be found at: <http://www.neded.org/community/community-info/documentslibrary-a-forms/trust-fund>.

Type of Assistance - It is the expressed intent of this Program to benefit low-and moderate income owner occupants within the Program Area. Actions taken by or on behalf of owner occupants to circumvent this intent are prohibited. To affect this intent, owner-occupants receiving housing rehabilitation assistance under this program shall immediately advise the Program of any event that may alter this intent.

In order to carry out the intent of the Program, funds invested by OOR will be secured as follows:

- A deferred (fund forgiveness) will be amortized over a ten-year period. The owner shall personally and at all times occupy and live in the rehabilitated structure as a “principal residence” for a period of **ten years** or 120 months after the completion of the rehabilitation work.
- Any remaining loan balance of invested Program funds falls due when the property is sold, upon transfer of title of the property, or when the property ceases to be the primary residence of the homeowner enrolled in this Program.
- Regardless of the income level, all homeowners participating in the Program must sign a promissory note stipulating the amount owed in the event that the owner attempts to sell

or rent the rehabilitated unit after completion of the project and prior to the required minimum 10 (ten) year affordability period or satisfaction of any loan repayment arrangements. If an owner wishes to sell, has need to sell, or rent the property prior to the expiration of the deferred loan period, the loan becomes due in full at the time the property is rented or sold. The Program shall be reimbursed at the monthly pro-rata rate for the one-hundred twenty (120) month period.

- A lien against will be filled on each home to be rehabilitated through this Program and the homeowner(s) will be required to sign an Occupancy Agreement in which the “principal residence” requirement is emphasized.

Applicants will be required to provide current housing cost information to enable the Housing Rehabilitation Specialist to determine the household’s housing costs. Housing costs are defined as principal, interest, taxes, insurance, and any private mortgage insurance.

Should the homeowner wish to invest some of their own funds into a project, a request shall be made to the Housing Review Committee for consideration and Housing Rehabilitation Staff.

Rehabilitation Process

In coordination of local building officials, MAPA will enforce local building codes in the implementation of this project. In the absence of codes to address an unforeseen situation in which the local codes are silent, each community/county currently follows the building codes set forth in the Building Officials and Code Administrators (BOCA) guidelines as this is what the State enforces. **The minimum standards to be met on any rehabilitated unit are NDED’s Minimum Standards for Rehabilitation.** Eligible expenditures include:

Remediation/Interim Controls of LBP (as mandated)

Structural Repairs to:

- Foundations
- Sagging or rotten beams, joists, columns
- Stairs and porches
- Roofs and chimneys
- Floors

Modernization of:

- Plumbing and plumbing fixtures
- Furnace, water heaters, and air conditioners
- Lighting and wiring

Energy Conservation and Weatherproofing, Including:

- Insulation of ceilings and walls
- Repair or replacement of windows and doors
- Caulking and weather stripping
- Installation of storm windows and doors
- Removal and installation of roof covering
- Painting or replacement of siding

General Interior Renewal and Modernization:

- Repairing of walls, ceilings, and floors
- Painting and paneling
- Room rearrangement
- Flooring
- Additions to alleviate overcrowding conditions

Not all rehabilitation improvements are equally important. Priority improvements will be made before any other improvements are done. The following are priority improvements:

- Mandatory improvements for health and safety, LBP hazards remediation/interim controls, deteriorated structural elements, heating (when there is none or it is unsafe), electrical wiring that is clearly hazardous.
- Accessibility needs for disabled persons.
- Energy conservation measures.
- Incipient improvements, such as iron pipes or rain gutters, where there is not currently a problem, but a problem could occur if not corrected.

Priority points are assigned based on the above (see Appendix B-2).

Construction Phase for Housing Rehabilitation

Upon decision of the Housing Review Committee to fund a specific project, the following steps will be taken:

- Housing Program Administrator will prepare and send to homeowners a set of preliminary documents. These must be signed and returned before any work can begin. The signed and notarized Deed of Trust will be filed with the County Register of Deeds to place a lien on the property.
- The applicant, with the assistance of the Housing Rehabilitation Specialist, will attempt to solicit three (3) bids from contractors. For work involving LBP, the contractor(s) must be appropriately trained, and provide documentation demonstrating such. The applicant will forward all bids to the Housing Rehabilitation Specialist to review prior to selection of the contractor. The Housing Rehabilitation Specialist will alert the applicant to any red flags or concerns regarding the bids, and then the applicant will make his or her final selection.
- Housing Rehabilitation Specialist will issue a contract for all parties to sign.
- Once the signed contract is returned to the Housing Rehabilitation Specialist, s/he issues a Notice to Proceed to the contractor.
- Contractor performs the work with progress inspections made by the Housing Rehabilitation Specialist as needed. Inspections will be made as the work progresses. Final payment inspections are made as well.
- Contractor Payment Request form is submitted by the contractor to the homeowner or the Housing Rehabilitation Specialist and must be approved by both. Checks will be issued in the contractor name; however, the check will be mailed to the homeowner to then pass on to the contractor. **The act of passing the check on to the contractor will be the homeowner(s) indication of his or her satisfaction with the work performed.** Any concerns about the performance of the contractor should be presented

to the Housing Rehabilitation Specialist as soon as they arise so s/he may assist in mediating/resolving the issues.

- The Housing Rehabilitation Specialist should be notified of any changes in the work so that he can determine eligibility of the new plans, as well as funds availability, and issue a change order if indicated.
- The Housing Rehabilitation Specialist will perform a final inspection, in the presence of the homeowner and contractor to insure all repairs have been completed according to project specifications and satisfactory work has been accomplished before final payment is made.
- **For those homes that require Clearance Testing due to LBP, this testing will be performed in compliance with HUD's regulations before reoccupation of the rehabbed area/dwelling.**
- Contractor files Final Pay Request. A waiver of lien will be required from each contractor.
- Homeowner enters into a formal deferred loan agreement with the lien holder once all work is complete and all contractors paid in full.

MAPA will be the lienholder named on or in promissory notes and Deeds of Trust.

Compliance with HUD's Lead Based Paint Regulations

This Program is regulated by HUD, and as its administrator, MAPA will follow HUD's LBP Regulations. The use of LBP paint is strictly prohibited. A more detailed outline of the Program's LBP procedures is attached as Appendix E.

Determination of Infeasibility

The Housing Rehabilitation Specialist will make a determination of economic feasibility for each house under consideration by the Program. **This includes consideration of issues/costs related to LBP.** In general, a property will be determined infeasible for rehabilitation if the cost of repairs exceeds \$25 per square foot, or the estimated cost of the rehabilitation is greater than **\$25,000.**

Replacement housing for properties that are not economically feasible is not available through this Program. All costs related to any temporary relocation of the owner-occupants required as a result of the rehabilitation work funded through this Program will be the responsibility of the homeowner.

Client Appeal and Grievance Procedure

In the event that any applicant feels he or she has been unfairly treated or discriminated against during the process of selection of projects to be funded, or within any other segment of the Program, he or she may appeal the decision **in writing** and in the following order:

- File a written complaint with the Housing Program Administrator who will attempt to resolve the problem. The Housing Program Administrator will make a written response to the appeal within 15 working days.
- If the homeowner is not satisfied with the response, a complaint may be filed with MAPA, which will make a written response to the appeal within 30 days. As the grantee, MAPA is held responsible for the overall Program so a review of grievance or appeal

documentation is prudent. The decision of MAPA is final within that entity.

- If the applicant is still not satisfied with the response to their complaint or grievance, a grievance committee is available to receive and review the complaint. The complaint must be in writing. The grievance committee will review the basis of the complaint as well as interview and/or review appropriate items. The grievance committee will arrive at a decision and notify the applicant of that decision in writing. The grievance committee shall consist of the Housing Rehabilitation Specialist, the Housing Program Administrator and a member of the Housing Review Committee from the community in which the applicant's house is NOT located. A majority vote of the grievance committee shall decide the issue.
- If the homeowner is not satisfied with the response of the grievance committee, a written complaint may be filed with NDED.

Affordability Period

Regardless of income level, all homeowners participating in the Program must sign a promissory note stipulating the amount owed in the event that the owner attempts to sell or rent the rehabilitated unit after completion of the project and prior to the required minimum 10 (ten) year affordability period or satisfaction of any loan repayment arrangements. If an owner wishes to sell, has need to sell or rent the property prior to the expiration of the deferred loan period, the loan becomes due in full at the time the property is rented or sold. Program shall be reimbursed at the monthly pro-rata rate for the one-hundred twenty (120) month period.

Recapture Provisions

MAPA will require all participants to execute/sign a Deed of Trust naming MAPA as the "loss payee" or beneficiary in the event that a homeowner sells, transfers title, rents or vacates a property prior to the end of the 10-year affordability period. Deed restrictions will be written to reflect the occupancy requirements of this program. MAPA's attorney will work with Program personnel to draft these documents.

In the case of recaptured funds generated when a homeowner sells a property, transfers title, rents or vacates an assisted property prior to the end of the affordability period, those funds will be used to assist subsequent eligible homeowners with housing costs and project specific related soft costs as HUD and NDED guidelines allow.

In the event an appraisal determines that insufficient equity exists in the home to meet the obligations of this Program at the time of sale or transfer, or the sale of the property does not produce adequate funds for repayment, the homeowner is to pay MAPA 100% of any net proceeds received after the primary mortgage is satisfied MAPA shall consider the loan(s) paid in full.

Relocation

The Program will not pay for relocation expenses. Rehabilitation construction contracts call for the contractor to maintain the home in a manner which does not trigger a need for relocation. The decision to relocate will typically be the voluntary decision of the client and not a condition of this program plan or work write-up. **Any costs of client driven relocation shall be the responsibility of the client/recipient/owner occupant.** As this Program is a voluntary program, the client/recipient/owner may elect to not participate should they determine that they

are not able to or do not desire to be responsible for any relocation costs.

While relocation is not anticipated, there may be times when construction issues arise (such as compliance with LBP Safe Work Practices) where temporary relocation is triggered. It is the policy of MAPA that the NAHTF funded Program will not fund those relocation costs. The client/recipient/owner occupant will be responsible for said relocation costs.

Relocation Triggered as Result of Acquisition

MAPA does not plan to undertake acquisition activity as part of the Program. MAPA is cognizant of the requirements of **49.CFR 24.101** and its application to any acquisition of real property for a direct Federal program or project. Furthermore, in the event that at some point MAPA does undertake an element of acquisition (voluntary or involuntary) within its jurisdictional boundaries and proposes to use federal funds as part of the overall project, **where either voluntary or involuntary acquisition is anticipated, NDED will be contacted prior to any action.**

Return Beneficiaries

If a property has been rehabilitated under a NAHTF, CDBG or HOME funded program within the last ten (10) years, ten (10) points will be deducted from the applicant rating and selection scoring. MAPA does not intend to discourage return beneficiaries but wants to make sure the funds are used to maximize the benefits for as many qualified applicants as possible.

Fair Housing Act

No eligible homeowner within either Valley or Waterloo, Nebraska who wishes to participate or make application to this Program, shall be discriminated against solely on the grounds of race, color, national origin, religion, familial status, disability or sex. They shall not be excluded from participation in, be denied benefits of or be subjected to discrimination under any part of Program in accordance with the Fair Housing Act.

Marketing/Education/Outreach for Homeowners and Contractors

MAPA, the Housing Rehabilitation Specialist and the communities of Valley and Waterloo, Nebraska will work to provide homeowners/prospective applicants with specifics about the Program, such as eligibility requirements, how to apply, what activities are covered by these funds, LBP regulations and other Program parameters as follows:

For Applicants - Upon receipt of a Notice of Award from the NDED, letters will be sent to all parties who have expressed initial and early interest in the program as follows:

- Statement of Interest Households – Letter will be mailed 1 month after Notice of Award, giving waiting list households 30 days to request an application packet for the Program.
- All Others – News Releases will be distributed to print and radio media, and flyers will be sent to numerous community service organizations approximately 60 days following Notice of Award, requesting interest in applying for OOR loan funds when available.
- If, at the end of this Program, there are additional homeowners interested in rehabilitation of their property, they will be added to a Waiting List. Waiting List

Households will be notified via mail if additional Program funds are acquired either through future applications for funds or through return of Program funds to the City. Waiting list households will be given 30 calendar days to request an application packet from the Program for consideration (if funds are available through recapture) or to express their preference to remain on the list. If no response is received by Program staff at the end of the thirty-day period, names of contacted households will be removed from or moved to the end of the waiting list and notice will be given of such.

This approach will: inform households that have expressed an interest in the Program early on that funds may be available soon, and advise them of the required documentation required for application processing; and speed up the application process so funds may be committed as quickly as possible. Sample letters for this notification have been provided as Appendix C-1, C-2 and C-3.

MAPA recognizes the importance of marketing this Program to families in need with an emphasis on attempting to reach those least likely to apply. Marketing to special populations will be done through flyers and phone calls as well as public meetings. Though tenants of public housing and manufactured housing will not be assisted by the Program, household owners least likely to apply will be targeted through Head Start, Senior Centers, Community Action programs, Veterans Offices, Assistive Technology, vocational rehabilitation and Health and Human Services offices, and other civic and service agencies that serve the communities of Valley and Waterloo, Nebraska.

For Contractors – Upon receipt of a Notice of Award from the NDED, letters will be sent to all Contractors who have expressed interest in working with the Program, as follows:

- Contractors on the Interest List or Previous Service List (those who have demonstrated prior experience with NAHTP projects) - Letters will be mailed 1 week after Notice of Award, giving contractors the opportunity to officially place their name on an “Interested Bidders” list for homeowners to select from for home rehabilitation services.
- All Others – A news release will be distributed to print and radio media approximately 30 days prior to anticipated Release of Funds, requesting interested contractors contact Administrators to receive information about the Program and place their name on an “Interested Bidders” list for homeowners to select from for home rehabilitation services.

The purpose of this approach is two-fold: to inform contractors that have expressed an interest in the program early on that funds may be available soon, and request their permission to be placed on an “Interested Bidders” list; and to speed up the rehabilitation bid process so funds may be committed as quickly as possible. A sample letter has been provided as Appendix D.

Re-Use of Program Income

Reuse income generated through the 2017 NAHP/NAHTF Owner Occupied Rehab Program (Pre-App # 17-TFHO-27016; Final App# 17-TFHO-27016) will continue NAHP/NAHTF-eligible rehabilitation housing activities as described in the Guidelines for this grant award, with rehabilitation funds and project specific related soft costs as HUD and NDED guidelines allow. From the reuse funds collected, the maximum amount available for general administration is 10%. In the event of recaptured funds during the initial program, the recaptured funds will be applied to the current project prior to any additional fund requests. **A more complete reuse plan is made a part of MAPA's records and is attached to this document as Appendix F.**

Amendments

Any material change in these Guidelines must be approved by MAPA and the NDED. Amendment requests will be in writing to MAPA for action and then forwarded on to the NDED for review and decision.

Miscellaneous Provisions

Hardship Provisions - In the event of unforeseen hardship during the time the homeowner is participating in the Program, it is the responsibility of the homeowner to make the hardship known and to provide necessary documentation to establish proof that a hardship exists that may negatively (long-term) impact his/her participation in this Program. This provision includes the period after the rehabilitation of the homeowner's dwelling is completed.

Conflict of Interest - Members of the governing body and or other officials, employees, or agents of MAPA who exercises policy, decision-making functions or responsibilities in connection with the planning and implementation of the Program shall not:

- Directly or indirectly benefit from this Program. This prohibition shall continue for one year after an individual's relationship with MAPA ends. Any other employee may be eligible, but will be treated no differently in the determination of applications accepted for funding. Enclosed with this person's application shall be a statement of disclosure that outlines the nature of possible conflict and a description of how the public disclosure was made. Included will also be verification that the affected person has withdrawn from the active involvement in any loan related issues.
- Accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to any sub-agreement.
- Obtain a financial interest or benefit from a Program activity
- Have an interest in any contract, subcontract or agreement for themselves or for persons with business or family ties.

Exception -Upon written request, exceptions may be granted by the NDED on a case by case basis.

Administrative Structure

The responsibilities of each entity are outlined below.

Grantee and General Administrator-MAPA

- Conduct Program's environmental review.
- Complete steps necessary to secure Release of Funds from NDED.
- Market and provide immediate oversight of the Program.
- Inform the Housing Boards of program progress and issues.
- Work cooperatively with Administrative Staff to ensure the collection of all data, reports, records, documents, etc., as needed to meet NDED reporting requirements.
- Initiate drawdown of funds with NDED.
- Complete all required reports for NDED (Quarterly, Semi-Annual, etc.) and attend required meetings.

- Approve all legal and financial aspects of the program, including contracts, Program reports and expenditures.
- The Housing Program Manager and the Housing Rehabilitation Specialist shall serve as members of the final appeal committee where homeowners may bring determinations they wish to appeal.
- Complete all close-out requirements for grant.
- Track repayment schedules after closeout of the grant.
- Approve and amend Guidelines, subject to the recommendations of the Housing Boards and the final approval of NDED.

Housing Review Committees

- Approve or deny each application from its target area presented by the Housing Program Administrator/Housing Rehabilitation Specialist.
- Serve as the initial Committee where homeowners may bring determinations they wish to appeal.
- Make recommendations regarding approving/amending the guidelines for the Program as agreed upon by MAPA, NDED and the Housing Review Committees.
- This Committee will consist of a minimum of three and no more than five designated representatives from a variety of business and professional fields in the community.
- In the event of an appeal of a decision by a homeowner provide a member for the final appeal committee.

MAPA- Housing Administrator (including Housing Rehabilitation Specialist)

- Process homeowner applications.
- Perform DED Minimum Standards Inspections.
- Conduct environmental reviews on individual program homes as indicated.
- Determine work to be performed and economic feasibility of projects.
- Prepare Work Write-up for eligible properties under consideration and present to the Housing Review Committees for approval or denial.
- For a HOME funded project, complete all Activity Reports (Set-up and Completion).
- Oversee the day-to-day operation of the Program.
- Prepare all program loan documents and file necessary liens.
- Conduct on-site progress inspections and meet with contractors and homeowners as needed and appropriate.
- Ensure all necessary LBP inspections, assessments, occupant relocations, interim controls and clearance testing occur as required.
- Conduct final inspections of all work.
- Prepare Claim Forms for payment of rehab work, and track related project budgets.
- Prepare and complete closeout documentation on all Program participants' files.

APPENDIX A - INCOME AND PROGRAM FUND REPAYMENT GUIDELINES

Income Chart for Housing Rehabilitation Program

Income As % of AMI	Household Size							
	1	2	3	4	5	6	7	8
A (50%)	25,250	28,850	32,450	36,050	38,950	41,850	44,750	47,600
B (80%)	40,400	46,160	51,920	57,680	62,320	66,960	71,600	76,160
C (120%)	60,600	69,240	77,880	86,520	93,480	100,400	143,100	152,400

Program Fund Repayment Guidelines for Housing Rehabilitation Program

Regardless of the income level, all homeowners participating in the Program must sign a promissory note stipulating the amount owed in the event that the owner attempts to sell or rent the rehabilitated unit after completion of the project and prior to the satisfaction of any loan repayment arrangements. If an owner wishes to sell, has need to sell or rent or vacates (long-term) the property prior to the expiration of the loan period, the deferred balance is due and payable at such time the property is rented, sold or vacated. The Housing Program Administrator will file a lien against each home to be rehabilitated through this Program and the homeowner(s) will be required to sign an Occupancy Agreement in which the **“principal residence”** requirement is emphasized.

Applicants will be required to provide current housing cost information to enable the Housing Rehabilitation Specialist to determine the household's housing costs after rehabilitation, to determine repay ability under the 30% housing cost cap. This 30% rule does NOT negatively impact participation in this program when housing costs exceed the 30% rule. Housing costs are defined as principal, interest, taxes, insurance, and private mortgage insurance.

Program recipients eligible for the “deferred loan” assistance as outlined in these guidelines will not be subject to the 30% housing cost cap as their grant/deferred loan is forgiven after time and paid back only through “net proceeds” when the grant recipient does not comply with the affordability period described within these guidelines.

APPENDIX B-1

Housing Rehabilitation Program Priority Rating Guide

Property ID: _____

INCOME:

- Below Level A Income 40
- Between Level A-B Income 35
- Between Level B-C Income 25

HOUSEHOLD CHARACTERISTICS:

- Disabled 10
- Elderly (62+) 10

ECONOMIC FEASIBILITY:

Project cost under:

- \$10/square foot 15
- \$15/square foot 10
- \$25/square foot, or not exceeding \$25,000 5

GRANT IMPACT:

- Bring home up to accepted DED Minimum Rehab Standards 20
- Energy Conservation 10

TOTAL POINTS:

Deduct 10 points from total points for prior participation in a Housing Program.

APPENDIX B-2

Housing Rehabilitation Program Property Rating Guidelines

Property ID: _____

PRIORITY I.

- A. 10 points – Exterior structure, roof, siding, windows and doors _____points
- B. 10 points – Foundation, sidewalks & entryways _____points
- C. 10 points – Electrical wiring (interior & exterior) _____points
- D. 10 points – Lead based paint (removal) _____points
- E. 10 points – Heating system, new energy efficiency guideline and ventilation _____points
- F. 10 points – Sewer and water (proper installation thereof) _____points
- G. 10 points – Health and safety standards _____points
- H. 10 points – Insulation _____points

PRIORITY I. TOTAL POINTS _____

PRIORITY II.

- A. 5 points – Adequate living space _____points
- B. 5 points – Interior Air quality _____points
- C. 5 points – Sanitation Facilities (proper toilet & private room).
Shower & tub hot & cold water _____points
- D. 5 points – Excessive accumulation of trash _____points

PRIORITY II. TOTAL POINTS _____

PRIORITY III.

- A. 3 points – Interior flooring _____points
- B. 3 points – Closets and storage areas _____points
- C. 3 points – Rodent and vermin infestation (termites) _____points
- D. 3 points – Interior stairways _____points

PRIORITY III. TOTAL POINTS _____

PRIORITY IV.

- A. 0 points – General improvements – Aesthetic in nature _____points

TOTAL PRIORITY I, II, III, & IV _____

APPENDIX C-1

(Statement of Interest Letter Example)

Dear Housing Rehabilitation Funds Applicant:

MAPA is pleased to announce that we have received a Notice of Award for Owner-Occupied Rehabilitation Grant funds that should be available soon for eligible households in (Valley/Waterloo).

Because you submitted a Statement of Interest for future housing rehabilitation funds, we are giving you an opportunity to request an application before announcing availability of these funds to the public, so that your application can be considered through the early round.

All applications, regardless of when they are received, will be considered on a "First-Ready, First-Served" basis; therefore, it is important that you provide **all** required documentation with your completed application, to be considered as early as possible for these funds.

Attached you will find a "Checklist of Required Documents for Program Eligibility Determination." I encourage you to begin gathering these documents, as they will be required to be submitted with the full application.

To receive an application packet, please return the enclosed self-addressed, stamped postcard no later than 30 calendar days from the date of this letter or _____, 2017.

We hope to assist you with your home rehabilitation needs. Many thanks!!

Sincerely,

MAPA Housing Coordinator

APPENDIX C-2
(Waiting List Letter Example)

Dear Housing Rehabilitation Funds Applicant:

MAPA has available program funds from our Owner-Occupied Rehabilitation project. Because your name has been on a waiting list for these future funds, we are giving you an opportunity to request an application for consideration and qualification to utilize these funds.

All applications, regardless of when they are received, will be considered on a “First-Ready, First-Served” basis; therefore, it is important that you provide all required documentation with your completed application, to be considered as early as possible for these funds.

Attached you will find a “Checklist of Required Documents for Program Eligibility Determination.” I encourage you to begin gathering these documents, as they will be required to be submitted with the full application.

To receive an application packet, please return the enclosed self-addressed, stamped postcard within 30 days of the date of this letter. If we do not hear from you by the end of 30 days, we will take that as your indication that you no longer have an interest in participating. It is very important to express your interest as soon as possible. So, please do not wait until the end of the 30 days to return the postcard.

We hope to assist you with your home rehabilitation needs. Many thanks!!

Sincerely,

MAPA Housing Coordinator

APPENDIX C-3

Checklist of Required Documents for Program Eligibility Determination

This Checklist is provided to help you through the process of gathering the documentation we need in order to determine your eligibility for the Housing Rehabilitation Program (Program). Please provide these items with your Housing Application. If not, this will delay the process for you.

- ☐ **Copy of Social Security cards of all household members.**
- ☐ **Copy of most recent bank statements.** Provide at least one full month's worth of activity.
- ☐ **Copy of most recent year's federal income tax return (full set of forms).** If you do not file taxes, we need signed letter stating this.
- ☐ **Copy of most current pay stubs of all occupants of household (if working).** If you are self-employed, we need a copy of your last three years' federal tax returns – complete sets. We average your income over the last 3 years to project ahead for the next year.
- ☐ **Employer Verification Form for each working household member (see enclosure).** You must complete and sign the top section of this form and the bottom section must be completed by your employer. The form is to then be returned to us by your employer. Contact us if you need additional copies. If you are not employed, indicate such on the Household Survey.
- ☐ **Asset on Deposit Form for each of your Banks (see enclosure).** You must complete and sign the top section of this form and the bottom section must be completed by your Bank. The form is to then be returned to us by the Bank. Contact us if you need additional copies. If you do not have any bank accounts, indicate such on the Household Survey.
- ☐ **Documentation of Other Assets.** If you have an investment account, such as stocks, a retirement account or an IRA, we need a statement from the financial institution where this account is held giving us the balance of this account. If you have a whole life insurance policy, we need a statement from the insurance company reflecting its value. These assets must be considered with your application.
- ☐ **Copy of paid receipt of real estate property taxes.** If you are homestead exempt and do not pay property taxes, we need a tax receipt showing no taxes are due, or we need a copy of the approved Homestead Exemption Application.
- ☐ **Copy of the declarations page from your current homeowners' insurance policy.** If your home is not insurable due to its physical condition, we need a statement from an insurance agent identifying home improvements required in order to insure your home. You will be required to put funds in escrow to cover the cost of homeowners' insurance if you are approved for the Program and the repair items needed in order for your home to be insurable are a part of the rehabilitation plan.
- ☐ **Copy of Property Deed.** If you cannot locate this, please contact your County's Clerk.

- ☐ **Documentation of Social Security Income, if applicable.** If you receive Social Security Benefits, we need a copy of the Social Security Benefits Statement you received from the Social Security Administration (usually in December) outlining your monthly benefits for the current / upcoming calendar year. **Not your 1099 from the SSA.**
- ☐ **Documentation of Child Support.** If you're receiving any child support or are eligible to receive child support, we need a statement from Health and Human Services documenting the payments you've received over the last 12 months.
- ☐ **Signed Releases for USDA-Rural Development and the Weatherization Program if applicable (see enclosures).**

Please feel free to contact us if you have any questions. We look forward to working with you.

Chuck Karpf
MAPA Housing Coordinator
ckarpf@mapacog.org
402-444-6866, ext.231

APPENDIX D
(Contractor Letter Example)

Dear Contractor:

MAPA is pleased to announce that we have received a Notice of Award for Owner-Occupied Rehabilitation Grant funds that should be available soon for eligible households in our community.

Once a household is considered qualified and approved for the Housing Rehabilitation Program (Program), homeowners are then required to seek bids for the rehabilitation work.

Because you have indicated an interest in working with MAPA on this Program, or worked on similar housing programs in the region, we are giving you an opportunity to be placed on an "Interested Bidder" listing for participating homeowners to contact for home rehabilitation work.

To give us permission to be placed on the "Interested Bidder" listing, please return the enclosed, self-addressed, stamped postcard.

The Program will consider bids from general contractors who have either successfully completed the HUD sponsored "Lead Safe Practice Training Course", or from contractors who have agreed to attend/complete the training, especially on projects where lead-based paint situations are found.

As you are aware, MAPA will also confirm registration of your firm with the Nebraska Department of Labor as required by state and local regulations. In addition, the Program requires your firm to comply with the insurance and bonding requirements of Valley and Waterloo, Nebraska.

We hope to partner with you to improve housing in Valley and Waterloo, Nebraska. Many thanks!!

Sincerely,

MAPA Housing Coordinator

APPENDIX E

MAPA 2017 Housing Rehabilitation Program

Lead Based Paint Procedures

MAPA will work diligently to keep abreast of HUD's lead-based paint regulations. Following is a summary of efforts to disseminate information to contractors, paint inspectors and risk assessors:

- **Contractors:** The Housing Rehabilitation Program (Program) will consider bids from general contractors who have successfully completed the HUD sponsored "Lead Safe Practice Training Course".
- **Risk Assessors:** Administrative staff members who have successfully completed the necessary coursework and training and are Certified Paint Inspector and Risk Assessors. MAPA will utilize the services of certified paint inspectors and risk assessors to perform lead-based paint inspections, risk assessments and clearance examinations.

Organizational Rehabilitation Procedures:

1. **Program Planning:** MAPA will work to develop guidelines that will comply with state and federal lead-based paint requirements.
2. **Program Set-up:** MAPA will follow all applicable rules and regulations to ensure that the lead based paint issues are addressed on housing units that receive financial assistance. MAPA will notify clients of lead-based paint requirements.
3. **Client Outreach and Intake:** Each potential Program participant will be notified as to the dangers of lead-based paint, where lead-based paint can be found, measures to protect/reduce lead hazards and safety measures to undertake should the unit be rehabilitated. Each homeowner will sign the federal notification form "Watch Out for Lead Based Paint Poison" acknowledging that they have received the pamphlet entitled "Protect Your Family from Lead in Your Home" and receive basic instructions as to its contents.
4. **Specifications and Feasibility:** Homeowners participating in the Program will be limited in financial assistance. Therefore, each applicant's housing unit will be reviewed on a case-by-case basis to determine the feasibility of addressing lead-based paint issues.
5. **Bidding and Contracts:** The program will consider bids from general contractors who have either successfully completed the HUD sponsored "Lead-Safe Practice Training Course". Prior to bid submittal, interested contractors must provide either:
 - A certificate showing their company has received and successfully passed a HUD sponsored lead-based paint training course; or,
 - Provide proof of registration to attend a HUD sponsored lead-based paint training course. This proof will include, but not be limited to, a copy of the completed registration form and receipt of payment. Upon completion of the course, the contractor must provide a certificate that they have successfully completed the

training.

6. Construction Monitoring: Upon contract award, the contractor will be reminded that while he/she is addressing lead-based paint issues on the interior/exterior of the house, they must conform to all practices and construction applications that are stated in the work write-up, specifications and training that they have received in the HUD sponsored training course "Lead-Safe Work Practices Training". Monitoring of the contractor's work and corrective measures will be completed at appropriate intervals during the construction phase and a wipe test will be completed by a certified Risk Assessor at the completion of construction activities. A clearance report must be issued prior to MAPA approving payment.
7. Warranty and Evaluation: At the time of the final inspection, a wipe test will be performed by a certified Risk Assessor to ensure that levels of lead-based paint meet state and federal regulations, or if the contractor would need to re-clean and reschedule another clearance test.

APPENDIX F

MAPA 2017 Housing Rehabilitation Program Program Income Reuse Plan

Introduction

As described in the 2017 Housing Rehabilitation Grant Application which has been submitted to the NAHP cycle administered by the Nebraska Department of Economic Development, MAPA has undertaken comprehensive needs identification processes and a variety of public meetings. As a result of this process, MAPA has realistically evaluated the resources in the joint community undertakings and has developed successful work plans that are being supported by its residents. Among the needs identified is the rehabilitation of deteriorating housing stock. Goals established in the MAPA Rehabilitation Program are:

- To increase the number of good, habitable dwelling units by improving existing housing.
- Improve the health and safety of living conditions in the target counties and communities.
- Improve the desirability of housing in the target counties and communities.
- To preserve and enhance housing stock for future generations.
- To discourage the abandonment or neglect of residential dwelling units.
- To promote continued home ownership.
- To increase local employment.

Program Income

- MAPA will use program income to further affordable housing programs eligible under the Nebraska Affordable Housing Act.
- Program income is those funds returned to the Grantee during the Affordability Period when a property is sold or is no longer the initial or subsequent homeowner's principal residence.
- Income funds will be utilized for the current project provided the current project has not been completed prior to requesting any additional NAHP funds.
- MAPA understands that if program income is utilized for another housing related activity, other than those activities from the original application that generated the program income, MAPA will be responsible for developing and utilizing new program guidelines for the new **eligible** activity.
- Up to 10% of program income may be utilized for General Administration expenses.
- The amount of program income **recaptured** cannot exceed the net proceeds of the

owner. Net proceeds is defined as the sales price minus superior loan repayment (apart from NAHP funds invested) and any closing costs. Resale provisions are not utilized for this project.

Capacity

MAPA will provide professional services to assist the management of housing rehabilitation services during the course of the proposed Housing Program/project. This opportunity will provide valuable hands-on experience in setting-up and maintaining a housing program. In addition, MAPA can provide continued technical assistance and necessary documents to local personnel to operate and maintain a housing program after the current grant period expires.

Housing Program Guidelines

MAPA has adopted Housing Program guidelines that will be used throughout the initial project period. After the grant period expires, MAPA will continue to utilize these Guidelines with only the following minimal changes to streamline the process:

- Applications for financial assistance will be available from, and when completed, submitted to the Valley and Waterloo City Clerk's offices, city staff, or persons retained specifically to assist in the management of the program. The applications will be reviewed for eligibility and a deficiency list inspection performed to develop a schedule of recommended improvements according to the appropriate building code and/or NDED Minimum Standards for Rehabilitation. The applicant will then be responsible for obtaining work proposals.
- Nothing herein shall be interpreted to require that MAPA grant approval to any project. MAPA reserves the sole right to accept or reject any and/or all of the applications for financial assistance.
- MAPA, after consideration and recommendation from the Review Committee, shall make the final decision to approve or reject any application within the corporate limits of communities involved in the program.
- Should MAPA decide to utilize program income for another housing related activity, MAPA is responsible for developing and utilizing new program guidelines for a new eligible activity.

NDED Approval for Reuse

Program income funds recaptured under this program will be tracked by MAPA under a specific designated number/name in the accounts. All program income recaptured will be retained by MAPA for future use to further invest into housing related activities as outlined in the 2017 application. MAPA acknowledges that it may also return the funds to the NDED upon communication with and approval of NDED.

Compliance

Under this plan, MAPA certifies that only those applicants, whose annual gross household income is less than the income limits as established for the county by the Dept. of Housing and Urban Development (HUD) under the Section 8 Housing and Assistance Payments Program

shall be eligible for financial assistance. Income levels may be adjusted as they are adjusted and approved by HUD. Annual Gross Household Income will be reviewed according to 24 CFR 5.609.

MAPA hereby certifies that, as applicable, it will comply with the following laws, regulations and requirements:

- Title I of the Housing and Community Development Act of 1974, as amended.
- Civil Rights and Equal Opportunity Provisions
- Environmental Standards and Provisions
- Labor Standards and Provisions
- Fair Housing Standards and Provisions
- Hatch Act of 1938, as amended

Financial Management

MAPA will use its existing financial management system and will create a separate "Housing Program Income Reuse Fund" to track payments received and disbursed. Up to 10% of program income may be utilized for General Administrative expense.

MAPA 2017 Housing Rehabilitation Program Program Income Reuse Plan

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MAPA Articles of Interlocal Cooperation Agreement Amendment
Summary of Proposed Revisions
Last amended August 1, 1984

Cass County Expansion

Amended Interlocal Cooperation Agreement (ILA) expands geographic area to include Cass County: Section 1.04

“Equity” and “Non-Equity” Member Counties

Amended ILA allows for the addition of a “Non-Equity Member County”: Section 3.02

- Non-Equity Member Counties are those who are accepted for full membership but not required to contribute the initial “equity” investment in MAPA’s assets as described in Revised Section 7.06.
- Non-Equity Member Counties would not receive proportionate distribution of assets at withdrawal or dissolution of MAPA.

Associate Member Category

Amended ILA officially creates an additional membership category for non-profit organizations and private business, “Associate Members”: Section 3.05

- Associate Members shall not have voting privileges but will receive member pricing on services.
- Previously no provision existed for non-profit organizations and private businesses, only government agencies.

Financing Options by Non-County members

Amended ILA allows for financing by members other than the Member Counties: Section 7.07

- Proposal gives authority to the Board of Directors to set a fee schedule for Special Purpose Governments and Associate members with an affirmative vote of 66 ⅔% of the total Board of Directors membership. This group is considered to be choice members and therefore have a less stringent level of approval than Member Cities, Villages and Towns that are automatic members when the County joins.
- Proposal gives authority to the Council of Officials to set a fee schedule for Member Cities, Villages and Towns members with an affirmative vote of 66 ⅔% of the total Council of Officials membership.

Other Revisions

- Adds a section of definitions for easy reference: Article II.
- Updates Agreement to agree with current procedures:
 - Previous agreement required 12 monthly Board of Directors meetings. MAPA currently meets 11 times a year. New proposed language requires Board of Directors meetings at least 11 months of the year. Section 6.09

- Changed the threshold of expenses the Finance Committee and Executive Director can approve to reference the Administrative Procedures document. Section 6.16
- Changed the requirement to adopt a budget in the month of May to state no later than the month of May. Section 7.01
- Updates procedures for admitting new members:
 - Previously all new members required approval of 66 $\frac{2}{3}$ % of the total membership of the Council of Officials.
 - Amended ILA still requires that additional Member Counties be approved by 66 $\frac{2}{3}$ % of the total membership. Section 3.02
 - Amended ILA grants Board of Directors the authority to approve Special Purpose Government Members and Associate Members by a majority vote of the Board. Section 3.04, 3.05.



Connect. Plan. Thrive.

ARTICLES OF INTERLOCAL COOPERATION AGREEMENT

AMENDED

As of April 12, 2017

Table of Contents

ARTICLE I. ORGANIZATION	5
SECTION 1.01 NAME OF ORGANIZATION	5
SECTION 1.02 STATUTORY AUTHORITY	5
SECTION 1.03 PURPOSE	5
SECTION 1.04 GEOGRAPHIC LIMITS	5
SECTION 1.05 EXPANSION OR CONTRACTION OF GEOGRAPHIC LIMITS	5
SECTION 1.06 TEMPORARY EXPANSION OF GEOGRAPHIC LIMITS	5
ARTICLE II. DEFINITIONS.....	6
ARTICLE III. MEMBERSHIP	6
SECTION 3.01 MEMBERS.....	6
SECTION 3.02 MEMBER COUNTIES	6
SECTION 3.02.01 EQUITY MEMBER COUNTY	7
SECTION 3.02.02 NON-EQUITY MEMBER COUNTY	7
SECTION 3.03 MEMBER CITIES, VILLAGES AND TOWNS	7
SECTION 3.04 SPECIAL PURPOSE GOVERNMENT MEMBERS.....	7
SECTION 3.05 ASSOCIATE MEMBERS.....	7
SECTION 3.06 ALTERNATE REPRESENTATIVES	7
SECTION 3.07 RESPONSIBILITIES OF MEMBERS.....	7
SECTION 3.08 PRIVILEGES OF MEMBERS	8
SECTION 3.09 NON-VOTING MEMBERS.....	8
SECTION 3.10 MEMBERS IN GOOD STANDING	8
ARTICLE IV. POWERS.....	8
SECTION 4.01 GENERAL POWERS	8
SECTION 4.02 FUNDS	8
SECTION 4.03 PERSONNEL, PROPERTY, EQUIPMENT	8
SECTION 4.04 PLANNING POWERS	9
SECTION 4.05 CONTRACT POWERS.....	9
SECTION 4.06 OTHER POWERS	9
SECTION 4.07 CONSTRAINTS ON POWERS OF MAPA	9
ARTICLE V. COUNCIL OF OFFICIALS.....	9
SECTION 5.01 NAME OF POLICY BODY	9

SECTION 5.02 COMPOSITION OF THE COUNCIL OF OFFICIALS	10
SECTION 5.03 INCREASE AND DECREASE IN MEMBERSHIP OF COUNCIL OF OFFICIALS	10
SECTION 5.04 QUALIFICATIONS FOR OFFICERS OF COUNCIL OF OFFICIALS	10
SECTION 5.05 ELECTION AND APPOINTMENT OF OFFICERS	10
SECTION 5.06 VACANCIES IN APPOINTIVE OR ELECTIVE OFFICES	10
SECTION 5.07 SMALL COMMUNITIES REPRESENTATIVE	10
SECTION 5.08 ELECTION OF SMALL COMMUNITIES REPRESENTATIVE	10
SECTION 5.09 TERMS OF OFFICE.....	10
SECTION 5.10 REMOVAL OF OFFICERS	10
SECTION 5.11 DUTIES OF OFFICERS	11
SECTION 5.12 MEETINGS OF THE COUNCIL OF OFFICIALS.....	11
SECTION 5.13 ANNUAL MEETING OF THE COUNCIL OF OFFICIALS.....	11
SECTION 5.14 SPECIAL MEETINGS OF THE COUNCIL OF OFFICIALS.....	11
SECTION 5.15 NOTICE OF MEETINGS OF THE COUNCIL OF OFFICIALS	11
SECTION 5.16 THE TIME, DATE, AND PLACE OF MEETINGS OF THE COUNCIL OF OFFICIALS	11
SECTION 5.17 QUORUM FOR MEETING OF THE COUNCIL OF OFFICIALS	11
SECTION 5.18 VOTING.....	12
SECTION 5.19 PRESIDING OFFICER-CONDUCT OF BUSINESS.....	12
SECTION 5.20 RESPONSIBILITIES OF THE COUNCIL OF OFFICIALS	12
ARTICLE VI. BOARD OF DIRECTORS.....	12
SECTION 6.01 NAME OF GOVERNING BODY.....	12
SECTION 6.02 COMPOSITION OF THE BOARD OF DIRECTORS.....	13
SECTION 6.03 QUALIFICATIONS FOR OFFICERS AND LEGAL COUNSEL OF BOARD OF DIRECTORS	13
SECTION 6.04 ELECTION AND APPOINTMENT OF OFFICERS AND LEGAL COUNSEL.....	13
SECTION 6.05 TERMS FOR OFFICERS AND LEGAL COUNSEL	13
SECTION 6.06 VACANCIES IN OFFICE OF BOARD OF DIRECTORS.....	14
SECTION 6.07 REMOVAL OF OFFICERS OR LEGAL COUNSEL	14
SECTION 6.08 DUTIES OF OFFICERS AND LEGAL COUNSEL.....	14
SECTION 6.09 MEETINGS OF BOARD OF DIRECTORS.....	15
SECTION 6.10 SPECIAL MEETINGS OF THE BOARD OF DIRECTORS.....	15
SECTION 6.11 THE TIME, DATE AND PLACE OF MEETINGS OF THE BOARD OF DIRECTORS.....	15
SECTION 6.12 NOTICE OF MEETINGS OF THE BOARD OF DIRECTORS.....	15

SECTION 6.13 QUORUM FOR MEETINGS OF THE BOARD OF DIRECTORS	15
SECTION 6.14 VOTING.....	15
SECTION 6.15 PRESIDING OFFICER CONDUCT OF BUSINESS	16
SECTION 6.16 RESPONSIBILITIES OF THE BOARD OF DIRECTORS	16
ARTICLE VII. FINANCING	18
SECTION 7.01 ANNUAL BUDGET	18
SECTION 7.02	18
SECTION 7.03 SPECIAL APPROPRIATIONS	18
SECTION 7.04 DEFAULT IN REQUISITIONED APPROPRIATIONS	18
SECTION 7.05 APPROPRIATIONS BY ADDITIONAL PROSPECTIVE MEMBER.....	18
SECTION 7.06 APPROPRIATIONS BY ADDITIONAL MEMBER COUNTIES	19
SECTION 7.07 APPROPRIATIONS BY MEMBERS OTHER THAN MEMBER COUNTIES	19
ARTICLE VIII. DURATION.....	20
SECTION 8.01 DURATION	20
ARTICLE IX. WITHDRAWAL OR DISSOLUTION	20
SECTION 9.01 WITHDRAWAL	20
SECTION 9.02 DISSOLUTION	20
ARTICLE X. AMENDMENT OF ARTICLES OF INTERLOCAL COOPERATION AGREEMENT	20
SECTION 10.01 REVIEW OF ARTICLES	20
SECTION 10.02 AMENDMENT OF ARTICLES.....	20
ARTICLE XI. SUPERSESSON OF PREVIOUS ARTICLES.....	21
SECTION 11.01 SUPERSESSON OF PREVIOUS ARTICLES.....	21

ARTICLE I. ORGANIZATION

SECTION 1.01 NAME OF ORGANIZATION The name of the organization formed by these Articles of Interlocal Cooperation Agreement (hereinafter referred to as the Agreement) shall be the Omaha-Council Bluffs Metropolitan Area Planning Agency (herein referred to as MAPA).

SECTION 1.02 STATUTORY AUTHORITY The undersigned general and special purpose units of governments, boards, agencies, commissions and authorities enter into this agreement under and by virtue of the power to do so granted by the Interlocal Cooperation Act, Sections 13-801 through 13-807, Revised Statutes of Nebraska, 1983 as amended and by Chapter 28-E, Sections 28-E.1 through 28-E.14, entitled “Joint Exercise of Governmental Powers”, Code of Iowa as amended.

SECTION 1.03 PURPOSE MAPA is a regional planning agency, the purpose of which is to promote and preserve the public health, safety and welfare of the citizens in the MAPA region. The purpose of MAPA shall be achieved through:

<ul style="list-style-type: none">• preparation and adoption of comprehensive and technical physical development and service plans	<ul style="list-style-type: none">• provision of technical, advisory and administrative services
<ul style="list-style-type: none">• studies and reports	<ul style="list-style-type: none">• review of proposed planning and development or service programs and projects
<ul style="list-style-type: none">• dissemination of information	<ul style="list-style-type: none">• and providing a forum for encouraging coordination of actions

SECTION 1.04 GEOGRAPHIC LIMITS The MAPA region shall be synonymous with the geographic limits of MAPA. The geographic limits within which MAPA will perform its normal functions under this Agreement shall be that geographic area comprised of Cass, Douglas, Sarpy, and Washington Counties in Nebraska and Mills and Pottawattamie Counties in Iowa and such other counties as may be admitted under SECTION 1.05 and/or 1.06 of this Agreement.

SECTION 1.05 EXPANSION OR CONTRACTION OF GEOGRAPHIC LIMITS Upon recommendation of the Board of Directors, the geographic limits of MAPA may be expanded or contracted upon an affirmative vote of sixty-six and two-thirds percent (66 2/3%) of the total membership of the Council of Officials.

SECTION 1.06 TEMPORARY EXPANSION OF GEOGRAPHIC LIMITS The geographic limits of MAPA may be expanded temporarily by a special interlocal cooperation agreement upon an affirmative vote of sixty-six and two-thirds percent (66 2/3%) of the total membership of the Board of Directors.

ARTICLE II. DEFINITIONS

Agreement: Articles of Interlocal Cooperation Agreement

Associate Member: Non-voting non-profit organization and private businesses.

Board of Directors: MAPA governing body.

Council of Officials: MAPA policy board.

Equity Member County: County member which shared in the financial investment of MAPA upon joining MAPA.

MAPA: Omaha-Council Bluffs Metropolitan Area Planning Agency

MAPA Region: Cass, Douglas, Sarpy, and Washington Counties in Nebraska and Mills and Pottawattamie Counties in Iowa

Member City, Villages and Towns: Membership of City, Villages and Towns shall be open to any such general government within the geographic limits of MAPA.

Non-equity Member County: County member which did not shared in the financial investment of MAPA upon joining MAPA.

Small Communities Representative: A member of the Council of Officials who is an elected official from either Nebraska or Iowa elected to represent both the Member Counties of 50,000 or less population as per the last decennial census and any member cities/communities in their respective state other than Omaha and Bellevue, Nebraska and Council Bluffs, Iowa.

Special Purpose Government Member: Other general or special purpose units of governments, boards, agencies, commissions or authorities within the geographical limit of MAPA.

ARTICLE III. MEMBERSHIP

SECTION 3.01 MEMBERS Membership in MAPA shall be synonymous with membership on the Council of Officials. Each member general and special purpose unit of government, board, agency, commission and authority shall be represented on the Council of Officials by the principal elected or appointed official of such member. Elected public officials shall comprise at least sixty-six and two-thirds percent (66 2/3%) of the total voting membership of the Council of Officials.

SECTION 3.02 MEMBER COUNTIES Member counties shall be represented on the Council of Officials by the Chairman of their respective Board of County Commissioners or Board of Supervisors. Additional counties within the geographical limits of MAPA, Section 1.04, shall be admitted as a Member County upon sixty-six and two-thirds percent (66 2/3%) of the total Council of Officials membership.

SECTION 3.02.01 EQUITY MEMBER COUNTY An equity member county shall be defined as a county which shared in the financial investment of MAPA for property holdings and operating capital when the county first joined the membership of MAPA. Calculation of the financial investment is described SECTION 7.06. Equity county members include: Douglas, Sarpy, and Washington counties in Nebraska and Mills and Pottawattamie counties in Iowa.

SECTION 3.02.02 NON-EQUITY MEMBER COUNTY A non-equity member county shall be defined as a county that did not share in the financial investment of MAPA when the county first joined the membership of MAPA. This class of membership shall be done on a case-by-case basis as approved by at least sixty-six and two-thirds percent (66 2/3%) of the total membership of the Council of Officials. Non-Equity Member Counties shall have the same powers as an Equity Member Counties except they will not be entitled to distribution of assets upon withdrawal or dissolution as described in SECTIONS 9.01 and 9.02. Cass County Nebraska joined as a Non-Equity County Member.

SECTION 3.03 MEMBER CITIES, VILLAGES AND TOWNS Member cities, villages and towns shall be represented on the Council of Officials by the mayor or chairman of the board of each respective city, village or town. In addition, the City of Omaha shall also be represented on the Council of Officials by the President of the City Council, and the Chairman of the City Planning Board; in addition, the City of Council Bluffs shall also be represented on the Council of Officials by the Chairman of the Planning Commission.

SECTION 3.04 SPECIAL PURPOSE GOVERNMENT MEMBERS Other general or special purpose units of governments, boards, agencies, commissions or authorities within the geographic limits of MAPA may be accepted as Special Purpose Government Members of MAPA by an affirmative vote of the majority of the Board of Directors. Such additional members shall be represented on the Council of Officials as prescribed in Sections 3.01 and 3.05 of this Agreement. Financial obligations of such additional members to MAPA shall be as prescribed in Article VII of this Agreement. Privileges and responsibilities of all members of MAPA shall be extended to and accepted by additional members upon the effective date of such additional membership.

SECTION 3.05 ASSOCIATE MEMBERS Any non-profit organization or private business whose mission closely aligns with MAPA and its projects may be accepted as an Associate Member by an affirmative majority vote of the majority of the Board of Directors. Associate Members shall not have voting privileges at official meetings of the Council of Officials. They shall be invited to all meetings of the Council of Officials and receive member pricing on services.

SECTION 3.06 ALTERNATE REPRESENTATIVES Members of the Council of Officials and the Board of Directors may officially designate, by written notice to the presiding officer, a maximum of two (2) alternate representatives to act in their behalf during such member's absence at official meetings of the Council of Officials and the Board of Directors.

SECTION 3.07 RESPONSIBILITIES OF MEMBERS All members of MAPA shall have the responsibility to adopt and execute the MAPA Articles of Interlocal Cooperation Agreement; to attend and participate

in all appropriate and officially called meetings of the Council of Officials and, as appropriate, the Board of Directors; to provide technical cooperation with MAPA and members of MAPA; to accept appointments to advisory committees, and to perform other related duties as requested by the Council of Officials and the Board of Directors.

SECTION 3.08 PRIVILEGES OF MEMBERS All members of MAPA shall have the privilege to attend all meetings of the MAPA Council of Officials, Board of Directors, and advisory committees and boards; to vote at official meetings of the MAPA Council of Officials, Board of Directors or advisory committees or boards to which their membership extends as prescribed in the Agreement, except “Associate Members”; and to avail their respective organization of the technical and advisory services provided by MAPA.

SECTION 3.09 NON-VOTING MEMBERS The Council of Officials may appoint non-voting members to the Council of Officials and the Board of Directors may appoint non-voting members to the Board of Directors. All non-voting members have no responsibilities or voting privileges, but may participate in official meetings.

SECTION 3.10 MEMBERS IN GOOD STANDING County members of MAPA shall be members in good standing when the respective member county has fulfilled its financial obligations to MAPA as prescribed in ARTICLE VII. Members of MAPA, other than county members, shall be members in good standing as long as their respective parent county is considered to be in good standing.

ARTICLE IV. POWERS

SECTION 4.01 GENERAL POWERS MAPA shall have the power to:

- Establish, expand or contract the geographic limits of MAPA for performance of its normal functions under this Agreement
- Review and amend this Agreement
- Establish policies, goals and objective to guide the operations of MAPA
- Establish and adopt operating by-laws for the official bodies of MAPA
- Appoint advisory committees and boards to assist the official bodies of MAPA, and
- Designate both voting and non-voting members to the official bodies of MAPA as set forth in ARTICLES II, V AND VI of this Agreement

SECTION 4.02 FUNDS MAPA shall also have the power to:

- Designate an official depository and an official depository for the receipt, deposit and disbursement of MAPA, state federal and other funds entrusted to MAPA
- Solicit and receive funds from governmental a non-governmental agencies and organizations
- Provide for a fiscal accounting and record system and provide for an annual audit thereof, and
- Invest idle funds.

SECTION 4.03 PERSONNEL, PROPERTY, EQUIPMENT MAPA shall also have the power to:

- Recruit, hire and maintain staff personnel to assist the official bodies of MAPA
- Provide for legal counsel to advise and assist the official bodies of MAPA
- Lease or acquire office and other space necessary for the normal functions of MAPA
- Acquire and hold title to and to lease equipment and other property, and
- Provide for appropriate insurance, compensation and bonding coverage for protection of personnel, property, funds and records of MAPA or of other governmental or non-governmental agencies or organizations entrusted to MAPA

SECTION 4.04 PLANNING POWERS MAPA shall also have the power to:

- Undertake planning studies, adopt program and project plans or reports and recommend implementation of such plans or reports
- Consider matters which may or should involve interlocal governmental coordination or cooperation
- Perform regional clearinghouse review and comment concerning planning and development programs and projects, and
- Schedule and conduct public hearings

SECTION 4.05 CONTRACT POWERS MAPA shall also have the power to:

- Contract with member and non-member general and special purpose units of government, boards, agencies, commissions and authorities for the provision of planning and administrative services
- Contract with state, federal and private agencies or organizations for technical or financial participation in planning and administrative programs and projects, and
- Contract with consulting firms and professional organizations for technical and professional services

SECTION 4.06 OTHER POWERS MAPA shall exercise other powers consistent with the purposes of MAPA as prescribed in Section 1.03 of this Agreement, provided that such powers may also be legally and independently exercised by each general-purpose unit of government.

SECTION 4.07 CONSTRAINTS ON POWERS OF MAPA MAPA does not have the power, except under contract with such jurisdiction, to exercise administrative authority other than to conduct planning studies for or within any general or special purpose units of government, boards, agencies, commissions and authorities; to levy taxes for the support of MAPA operations; or to implement programs or projects recommended by adopted studies, plans or reports.

ARTICLE V. COUNCIL OF OFFICIALS

SECTION 5.01 NAME OF POLICY BODY The name of the policy body of MAPA shall be the Council of Officials.

SECTION 5.02 COMPOSITION OF THE COUNCIL OF OFFICIALS The membership of the MAPA Council of Officials shall be those members prescribed in ARTICLE III of this Agreement.

SECTION 5.03 INCREASE AND DECREASE IN MEMBERSHIP OF COUNCIL OF OFFICIALS The membership of the MAPA Council of Officials may be increased as prescribed in ARTICLE III and may be decreased as prescribed in Section 7.04 of this Agreement or by notification of action by the governing board of the member to withdraw from the agency.

SECTION 5.04 QUALIFICATIONS FOR OFFICERS OF COUNCIL OF OFFICIALS The offices of the Council of Officials shall consist of a President and Vice-President. The President and Vice-President of Council of Officials shall be elected officials officially representing their respective member jurisdictions. The President and Vice-President shall not be representatives from the same state.

SECTION 5.05 ELECTION AND APPOINTMENT OF OFFICERS The President and the Vice President of the Council of Officials shall be elected by an affirmative vote of a majority of the members present at the regularly scheduled meeting of the Council of Officials immediately preceding July 1 of each year and shall assume office on July 1 following the election.

SECTION 5.06 VACANCIES IN APPOINTIVE OR ELECTIVE OFFICES A vacancy of the offices of President or Vice-President shall be filled by an affirmative vote of a majority of members present at the next official meeting of the Council of Officials after the vacancy occurs.

SECTION 5.07 SMALL COMMUNITIES REPRESENTATIVE The Council of Officials shall elect an Iowa Small Communities representative and a Nebraska Small Communities representative to serve on the Board of Directors. The Small Communities representative shall be two members of the Council of Officials who are elected officials of a member county, city, village or town who are residents of Nebraska (1) or Iowa (1) and who will represent both the Member Counties of 50,000 or less population as per the last decennial census and any member cities/communities in their respective state other than Omaha and Bellevue, Nebraska and Council Bluffs, Iowa. The Small Communities Representative may also serve as the President or Vice-President of the Council of Officials but it is not required.

SECTION 5.08 ELECTION OF SMALL COMMUNITIES REPRESENTATIVE The Small Community representative shall be elected annually in a manner directed by the President of the Council of Officials.

SECTION 5.09 TERMS OF OFFICE The term of President, Vice-President and Small Community Representatives of the Council of Officials shall be one year and said officers or representatives may be duly reelected or reappointed. The term of an officer or representative selected to fill a vacancy shall terminate concurrent with the term of office being filled.

SECTION 5.10 REMOVAL OF OFFICERS The President and Vice-President may be removed from office for good and sufficient cause spread upon the minutes of the Council of Officials by an affirmative vote of seventy-five percent (75%) of the members present.

SECTION 5.11 DUTIES OF OFFICERS The President of the Council of Officials shall:

- Preside at all meetings of the Council of Officials
- Shall appoint advisory committees as necessary
- Shall preside at all public hearings conducted by the Council of Officials
- Shall execute council resolutions and other official documents of the Council of Officials
- Shall provide for official notice of all official meetings of the Council of Officials

In the absence of the President, the Vice-President of the Council of Officials shall perform the duties of the President and shall record, certify, and publish minutes of all official regular meetings, special meetings, and public hearings of the Council of Officials; and shall certify true copies of all official documents of the Council of Officials.

In the absence of the President and Vice-President, a presiding officer shall be elected from the members present by an affirmative vote of a majority of the members present.

SECTION 5.12 MEETINGS OF THE COUNCIL OF OFFICIALS The Council of Officials shall schedule and hold regular official meetings of the Council of Officials at a minimum of at least three meetings per year.

SECTION 5.13 ANNUAL MEETING OF THE COUNCIL OF OFFICIALS The Council of Officials shall hold an annual meeting in October of each year at which meeting the Council of Officials will review progress of the various planning programs and projects and other activities of the MAPA Board of Director for the previous fiscal year.

SECTION 5.14 SPECIAL MEETINGS OF THE COUNCIL OF OFFICIALS Special meetings of the Council of Officials may be called by the President or upon written request of five (5) members of the Board Directors, or the Council of Officials. Items of business to be considered at special meetings shall be limited to the items listed in the meeting agenda.

SECTION 5.15 NOTICE OF MEETINGS OF THE COUNCIL OF OFFICIALS Written notice stating the time, date, and place of all regular, annual and special meetings for the Council of Officials and an agenda enumerating items of business to be considered at such meetings shall be served upon or mailed to each member of the Council of Officials at least six (6) days in advance of regular meetings and at least twenty-four (24) hours in advance of special meetings.

SECTION 5.16 THE TIME, DATE, AND PLACE OF MEETINGS OF THE COUNCIL OF OFFICIALS The time, date, and place of all regular, annual and special meetings of the Council of Officials shall be determined by the President of the Council of Officials.

SECTION 5.17 QUORUM FOR MEETING OF THE COUNCIL OF OFFICIALS The presence of ten (10) or more members of the total membership of the Council of Officials, or their designated alternate representative at an officially called meeting shall constitute a quorum.

SECTION 5.18 VOTING Each voting class member in good standing of the Council of Officials shall have one vote on matters of business before the Council of Officials. Actions concerning matters of business, except as otherwise prescribed in Sections 1.05, 5.08, and 10.02 of this Agreement, shall be decided by an affirmative vote of a majority of members present at duly constituted official meetings.

SECTION 5.19 PRESIDING OFFICER-CONDUCT OF BUSINESS The presiding officer shall have authority to establish time limits for discussions or presentations by members and nonmembers of the Council of Officials and to take other appropriate actions necessary to conduct all business in an orderly manner. Roberts of Rules of Order Newly Revised shall govern the conduct of meetings where not otherwise specifically provided by this Agreement.

SECTION 5.20 RESPONSIBILITIES OF THE COUNCIL OF OFFICIALS The responsibilities of the Council of Officials are to:

- Establish and adopt policies, goals and objectives for the overall operations of MAPA
- Review and recommend amendments to this Agreement
- Represent local, general and special purpose units of governments, boards, agencies, commissions and authorities in deliberations of MAPA
- Consider matters concerning planning and other governmental operations which may or should involve interlocal governmental coordination or cooperation
- Recommend matters to the Board of Directors that may be studied by the Board of Directors and recommend priorities for scheduling such studies
- Review progress of current planning programs and projects being prepared by MAPA
- Recommend additions, deletions or modifications regarding current planning programs and projects being prepared by MAPA
- Receive from the Board of Directors recommended reports
- Schedule and conduct public hearings concerning plans, studies or reports under consideration for adoption by MAPA
- Adopt planning program and project plans, studies and reports
- Instruct the Board of Directors to effect additions, deletions or modifications of plans, studies or reports as adopted by the Council of Officials
- Recommend implementation of adopted plans, studies and reports to members and non-members
- Refer matters to advisory boards and committees for recommendations therefrom
- Establish, expand and contract limits of MAPA as prescribed in this Agreement, and
- Consider and decide other matters regarding the overall Agency which are deemed appropriate consideration of the Council of Officials

ARTICLE VI. BOARD OF DIRECTORS

SECTION 6.01 NAME OF GOVERNING BODY The name of the governing body of MAPA shall be the Board of Directors.

SECTION 6.02 COMPOSITION OF THE BOARD OF DIRECTORS The MAPA Board of Directors shall be comprised of:

- The Chairman of the member County Boards of Commissioners or Supervisors of those counties exceeding 50,000 population as per the last decennial census
- The Mayors of the Cities of Omaha, Council Bluffs, and Bellevue
- The President of the City Council of Omaha
- The Small Communities Representatives (2) from the Council of Officials, see Section 5.07

SECTION 6.03 QUALIFICATIONS FOR OFFICERS AND LEGAL COUNSEL OF BOARD OF DIRECTORS The officers and Legal Counsel of the Board of Directors shall consist of a Chairman, Vice-Chairman, Secretary, Treasurer and Legal Counsel.

The Chairman and Vice-Chairman shall be elected officials officially representing their respective member jurisdictions on the Board of Directors. The Chairman and Vice-Chairman shall not be representative from the same state.

The Secretary and the Treasurer shall be an elected or appointed official officially representing their respective member jurisdictions on the Board of Directors.

The Legal Counsel shall be an attorney-at-law licensed to practice law in either the State of Iowa and/or the State of Nebraska, and may be a paid employee of one of the member jurisdictions party to this Agreement.

SECTION 6.04 ELECTION AND APPOINTMENT OF OFFICERS AND LEGAL COUNSEL The Chairman and the Vice Chairman of the Board of Directors shall be elected by an affirmative vote of a majority of the members present from the membership of the Board of Directors at the regular April meeting of the Board of Directors, and newly elected Chairman and Vice Chairman shall assume office July following the election.

The Secretary and the Treasurer of the Board of Directors shall be appointed by the newly elected Chairman of the Board of Directors and ratified by an affirmative vote of the majority of the members present at the June meeting of the Board of Directors. The Chairman may appoint the same person to a joint office of Secretary-Treasurer. The Board of Directors may set compensation for the Secretary and the Treasurer for performance of their duties.

The Legal Counsel of MAPA shall be appointed by the newly elected Chairman of the Board of Directors and ratified by an affirmative vote of a majority of the members present at the regular June meeting of the Board of Directors. The Board of Directors may set compensation for performance of duties of Legal Counsel unless said appointed Legal Counsel is Counsel for one of the member jurisdictions in which event the Legal Counsel shall receive no compensation.

SECTION 6.05 TERMS FOR OFFICERS AND LEGAL COUNSEL The Chairman, Vice Chairman, Secretary and Treasurer of the Board of Directors and the Legal Counsel of MAPA shall be duly elected or

appointed for a term of one year. All officers and Legal Counsel are eligible to succeed themselves through duly appointive or elective action.

SECTION 6.06 VACANCIES IN OFFICE OF BOARD OF DIRECTORS A vacancy in the offices of Chairman or Vice Chairman shall be filled by an affirmative vote of a majority of the members present at the meeting of the Board of Directors after the vacancy occurs. A vacancy in the offices of Secretary, Treasurer or Legal Counsel shall be filled as soon as possible in a manner prescribed in Section 6.04. Any vacancy so filled shall be for the remainder of the unexpired term.

SECTION 6.07 REMOVAL OF OFFICERS OR LEGAL COUNSEL The Chairman, Vice Chairman, Secretary, Treasurer or Legal Counsel may be removed from office for good and sufficient cause spread upon the minutes of the Board of Directors by an affirmative vote of sixty-six and two-thirds percent (66 2/3%) of all the members of the Board of Directors.

SECTION 6.08 DUTIES OF OFFICERS AND LEGAL COUNSEL The Chairman of the Board of Directors shall:

- Preside at all meetings of the Board of Directors
- Shall appoint advisory committee members as necessary
- Shall execute Board of Directors resolutions, planning assistance grant applications, contracts and other official documents of the Board of Directors
- Shall provide for official notice of the official meetings of the Board of Directors

In the absence of the Chairman, the Vice Chairman of the Board of Directors shall perform the duties of the Chairman.

The Secretary of the Board of Directors shall:

- Perform the duties of the Chairman and Vice Chairman in the absence of both Officers
- Record, certify and publish minutes of all regular and special meetings of the Board of Directors, and
- Certify true copies of all official documents of MAPA

The Treasurer of the Board of Directors shall:

- Perform the duties of the Chairman, Vice Chairman and Secretary in the absence of those Officers
- Receive, deposit with the official MAPA depository, and co-sign warrants for disbursement of MAPA funds as authorized by the Board of Directors
- Keep complete records of all financial transactions of MAPA
- Prepare a monthly financial report for the Board of Directors and an annual financial report for the Council of Officials, and
- Prepare other reports upon request of the Board of Directors

The Legal Counsel of the MAPA shall:

- Render opinions on legality of proposed actions by MAPA Council of Officials, Board of Directors and MAPA staff
- Review contracts for services being considered by MAPA and advise Officials and MAPA staff as to legal form
- Render opinions on legal status of MAPA, and
- Otherwise provide advice and legal services to MAPA as may be requested by officials of MAPA

SECTION 6.09 MEETINGS OF BOARD OF DIRECTORS The Board of Directors shall schedule one official meeting of the Board of Directors during at least eleven months of the year. The Board of Directors may reschedule such meeting to another date.

SECTION 6.10 SPECIAL MEETINGS OF THE BOARD OF DIRECTORS Special meeting of the Board of Directors may be called by the Chairman or at the written request of any five (5) members of the Board of Directors. Items of business to be considered at special meetings of the Board of Directors shall be limited to items listed in the meeting agenda.

SECTION 6.11 THE TIME, DATE AND PLACE OF MEETINGS OF THE BOARD OF DIRECTORS The time, date and place of all monthly and special meetings of the Board of Directors shall be determined by the Chairman of the Board of Directors.

SECTION 6.12 NOTICE OF MEETINGS OF THE BOARD OF DIRECTORS Written notice stating the time, date and place of all monthly meetings of the Board of Directors and an agenda enumerating items of business to be considered at such meetings shall be served upon or mailed to each member of the Board of Directors at least six (6) days in advance of monthly meetings and at least twenty-four (24) hours in advance of special meetings.

SECTION 6.13 QUORUM FOR MEETINGS OF THE BOARD OF DIRECTORS The presence of fifty percent (50%) of the total membership of the Board of Directors at an officially called meeting shall constitute a quorum.

SECTION 6.14 VOTING Each member in good standing of the Board of Directors shall have one vote on matters of business before the Board of Directors with the exception of the following:

The member representing Douglas County will be entitled to two votes; and either member representing the City of Omaha may cast all of the votes to which the City of Omaha is entitled if the other member is not present.

And further provided, in the case of matters of business involving project reviews, each member representing the applicant with the exception of Douglas County shall be entitled to an additional vote, or in cases of an application of Douglas County, that member representing Douglas County would be entitled to two additional votes. Any City or County applicant who is also a member of the Council of Officials and who is represented on the Board of Directors by the Small

Communities Representative would be entitled to cast one vote on behalf of its jurisdiction when an elected official appears from that jurisdiction on behalf of the application.

Actions concerning matters of business, except as otherwise prescribed in Sections 1.06 and 6.07 of this Agreement before the Board of Directors shall be decided by an affirmative vote of a majority of members present at duly constituted official meetings.

SECTION 6.15 PRESIDING OFFICER CONDUCT OF BUSINESS 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. Roberts Rules of Order Newly Revised shall govern the conduct of meetings where not otherwise specifically provided by this Agreement.

SECTION 6.16 RESPONSIBILITIES OF THE BOARD OF DIRECTORS Responsibilities of the Board of Directors are to:

- Implement policies adopted by the Council of Officials
- Orient work programs to goals and objectives adopted by the Council of Officials
- Establish and adopt policies governing activities of the Board of Directors
- Establish, adopt and amend operating by-laws for the Board of Directors
- Consider matters concerning planning or other governmental operations which may or should involve interlocal governmental coordination or cooperation
- Review progress of current planning programs and projects being prepared by MAPA
- Recommend additions, deletions or modifications regarding current planning programs and project plans, studies and reports for recommendation and transmittal to the Council of Officials
- Instruct the MAPA staff to effect the additions, deletions or modifications of plans, studies or reports
- Recommend planning program or project plans, studies or reports for consideration of adoption to the Council of Officials
- Recommend implementation of adopted plans, studies and reports to members and non-members
- Prepare and adopt an annual work program and supporting budget for MAPA for each fiscal year
- Perform regional clearinghouse review and comment for federally assisted or insured programs and projects, and for other programs and projects submitted by other organizations
- Approve or disapprove membership for members within the geographic limits of MAPA
- Appoint and fix compensation for qualified professional planner as the Executive Director
- Determine type of and MAPA participation in employee benefit programs
- Contract with state, federal or private agencies or organizations for participation in planning projects and programs
- Contract with consulting firms and professional organizations for technical and professional services
- Contract for use and maintenance of equipment

- Lease office space, equipment and other property
- Acquire and hold title to equipment and other property
- Solicit, review and expend planning assistance grants and other funds, and to invest idle funds
- Designate official MAPA Depository and Depository for all MAPA and grant funds
- Develop and maintain a fiscal accounting and record system
- Provide for an annual audit of MAPA fiscal and record system
- Provide for surety of fidelity insurance of MAPA officials and employees to protect MAPA and grant funds
- Provide for casualty insurance protection of MAPA property and important documents
- Provide for automobile insurance protection for MAPA officials, employees and automobiles
- Provide for workmen's compensation insurance on MAPA employees
- Set compensation for Legal Counsel to advise MAPA Council of Officials and the Board of Directors
- Publish and disseminate plans, studies, reports and other information
- Authorize special appropriations
- Create and adopt operating rules for, advisory committees and boards to assist the Board of Directors and Council of Officials
- Refer matters to advisory committees and boards to solicit recommendations for action by the Board of Directors
- Exercise powers with reference to increase or decrease of membership as set forth in this Agreement
- Consider and decide other matters regarding the Agency which are deemed appropriate considerations of the Board of Directors
- Contract with member jurisdictions and agencies for provision of planning services

Through the approved MAPA Administrative Procedures, the Board of Directors shall have the power to delegate administrative responsibilities to the Finance Committee or Executive Director.

- Finance Committee Responsibilities
 - Monitor the financial status of the agency
 - Recommend policies governing financial activities to the Board of Directors
 - Act on any expenditure, which does not exceed the threshold identified in MAPA's Administrative Procedures, as delegated by the Board of Directors when such expenditure is provided for in the adopted budget and reviewed by the Board of Directors each month
- Executive Director Responsibilities
 - Hire and fix compensation for such additional personnel as may be required to conduct planning programs or projects of MAPA
 - Implement discharges, demotions, promotions and compensation adjustments of all MAPA employees
 - Act on any expenditure, which does not exceed the threshold identified in MAPA's Administrative Procedures, as delegated by the Board of Directors when such expenditure is provided for in the adopted budget and reviewed by the Board of Directors each month

- Contract for services in amounts specified in the MAPA Administrative Procedures, and
- Invest idle funds with review by the Finance Committee

ARTICLE VII. FINANCING

SECTION 7.01 ANNUAL BUDGET An annual budget for the Agency's operations shall be adopted no later than the month of May of the current year. It shall be based on the adopted work program and shall be for a fiscal year from July 1 of the current year through June 30 of the succeeding year.

SECTION 7.02 LOCAL APPROPRIATIONS FOR ANNUAL BUDGET Local appropriations for normal budgeted activities will be provided to MAPA by the Member Counties of MAPA and shall be based on the ratio of each respective Member County's population to the total population of all Member Counties according to the latest official census. Local appropriations shall be requisitioned of each Member County and shall be due and payable to the Treasurer of MAPA in equal payments, the first payment being due and payable within sixty (60) days following the first day of the fiscal year of MAPA and the second payment being due and payable within one-hundred eighty (180) days following the first day of the fiscal year.

SECTION 7.03 SPECIAL APPROPRIATIONS Special appropriations as may be required shall be authorized by the Board of Directors and shall be requisitioned of the Member Counties. Special appropriations based on Board approved allocations requisitioned of each Member County shall be due and payable to the Treasurer of MAPA as soon as possible following the date of the requisition. Appropriations required for support of budgeted special planning programs or projects for which MAPA may contract with members or non-members shall be provided to MAPA by such members or non-members.

SECTION 7.04 DEFAULT IN REQUISITIONED APPROPRIATIONS In the event that one or more Member Counties defaults in its requisitioned appropriation for support of MAPA annual budget or support of requisitioned special appropriations, the Member County is default and all members within such Member County surrender membership in good standing in MAPA and surrender all voting and other privileges of members of both the Council of Officials and the Board of Directors. Members not in good standing may have their membership reinstated upon satisfactory correction of default in requisitioned appropriations. All defaulted appropriations shall be requisitioned of each Member County remaining in good standing and shall be based on the ratio of the respective remaining Member County's population to the total population of all remaining Member Counties according to the latest official census.

SECTION 7.05 APPROPRIATIONS BY ADDITIONAL PROSPECTIVE MEMBER Additional counties under consideration for membership in MAPA shall enter into a mutually acceptable agreement with MAPA for the preparation of a work program and budget describing work that may be required to update existing and current planning and projects of MAPA to include such additional counties. Under the terms of such Agreement, the Board of Directors shall requisition of each such additional county, the estimated

cost to complete such preparation of a work program and budget, with reconciliation of cost under such agreement being based on actual costs at the time of such work is completed.

SECTION 7.06 APPROPRIATIONS BY ADDITIONAL MEMBER COUNTIES Additional counties which may be accepted as members of MAPA as set forth in Section 3.02 subsequent to the adoption of this Agreement, shall provide to MAPA all appropriations required to share the financial investment of MAPA for property holdings and operating capital. Such Member Counties shall be considered an Equity Member County see Section 3.02.01. Each such additional Equity Member County's share of the MAPA property holdings and operating capital shall be determined by the ratio of each respective Equity Member County's total population to the total population of all Equity Member Counties; such ratio shall be applied to the value of such property holdings and operating capital as reflected in the accounting records of MAPA at the close of the previous fiscal year and shall be due and payable prior to or on the effective date of, and shall be a condition to, membership of such additional county.

The Council of Officials may consider the addition a Member County and exempt them from making appropriations to share in the financial investment of MAPA for property holdings and operating capital. Member Counties admitted in this manner shall be considered a Non-equity Member County as described in Section 3.02.02. Non-equity Member Counties shall have the same privileges and responsibilities as described in this Agreement as Equity Member Counties expect for Section 9.01 Withdrawal and 9.02 Dissolution.

In addition, each such additional Member County shall provide to MAPA, prior to initiating work, all local appropriation support required to update existing and current planning programs and projects of MAPA by including such additional Member County in such planning programs and projects; such appropriations by additional Member Counties shall be based on estimated costs to complete such update planning work with reconciliation of cost being based on actual cost at the time such work is completed. In addition, each such additional Member County shall provide to MAPA an annual appropriation required of all Member Counties as described in Sections 7.01 through 7.04 of this Agreement.

SECTION 7.07 APPROPRIATIONS BY MEMBERS OTHER THAN MEMBER COUNTIES The Board of Directors may set a membership fee schedule for Special Purpose Government Members and Associate Members with an affirmative vote of sixty-six and two thirds percent (66 2/3%) of the total membership of the Board of Directors. Annual increases or decreases in fees charged shall be approved annually by the Board of Directors and Council of Officials as part of the annual budget process.

The Council of Officials may set a membership fee schedule for Member Cities, Villages and Towns with an affirmative vote of sixty-six and two thirds percent (66 2/3%) of the total membership of the Council of Officials. Annual increases or decreases in fees charged shall be approved annually by the Board of Directors and Council of Officials as part of the annual budget process.

ARTICLE VIII. DURATION

SECTION 8.01 DURATION It is the intent of the signators of this Agreement that MAPA be a permanent organization.

ARTICLE IX. WITHDRAWAL OR DISSOLUTION

SECTION 9.01 WITHDRAWAL In the event of the withdrawal of any Equity Member County from MAPA such Equity Member County shall be entitled to a share of the value of MAPA property and operating capital as reflected in said County's equity record of MAPA as of the close of the fiscal year during which such withdrawal is effected. Any withdrawing Equity Member County may waive rights to its share of the value of MAPA property and operating capital in possession of MAPA. The Board of Directors shall authorize funds for payment to withdrawing Equity Member Counties which shall be provided for in the next succeeding MAPA annual budget and shall be due and payable to the respective withdrawing Equity Member County within six (6) months following the first of the fiscal year during which such funds are budgeted.

SECTION 9.02 DISSOLUTION In the event of complete dissolution of MAPA, all MAPA property shall be sold and the proceeds from such sale be combined with the current MAPA cash assets to determine total cash assets of MAPA. The total cash assets of MAPA shall be distributed to the respective Equity Member Counties which are parties to the complete dissolution of MAPA. The share of the total cash assets to be distributed to each Equity Member County shall be according to the ratio of the current equity record of each respective Equity Member County to the total equity of all remaining Equity Member Counties.

ARTICLE X. AMENDMENT OF ARTICLES OF INTERLOCAL COOPERATION AGREEMENT

SECTION 10.01 REVIEW OF ARTICLES The Council of Officials or the Board of Directors may provide for periodic review of the MAPA Articles of Interlocal Cooperation Agreement to determine possible need for amendment of the Articles.

SECTION 10.02 AMENDMENT OF ARTICLES Amendments of the MAPA Articles of Interlocal Cooperation Agreement shall be proposed by the Council of Officials or the Board of Directors. The MAPA Articles of Interlocal Cooperation Agreement shall be amended by an affirmative vote of a majority of the total membership of the Council of Officials except the following sections of the MAPA Articles of Interlocal Cooperation Agreement which must be amended by an affirmative vote of seventy-five percent (75%) of the total membership of the Council of Officials:

- 3.01 Members
- 3.02 Member Counties
- 3.03 Member Cities, Villages and Towns
- 3.04 Special Purpose Government Member
- 3.05 Associate Member

- 4.07 Constraints on Powers of MAPA
- 5.01 Name of Policy Body
- 5.02 Composition of the Council of Officials
- 5.03 Increase and Decrease in Membership of Council of Officials
- 5.04 Qualifications for Officers of Council of Officials
- 5.18 Voting
- 6.01 Name of Governing Body
- 6.02 Composition of the Board of Directors
- 6.14 Voting
- 7.01 Annual Budget
- 7.02 Local Appropriations for Annual Budget
- 7.03 Special Appropriations
- 7.04 Default in Requisitioned Appropriations
- 7.05 Appropriations by Additional Prospective Members
- 7.06 Appropriations by Additional Member Counties
- 7.07 Appropriations by Members Other Than Member Counties
- 9.01 Withdrawal
- 9.02 Dissolution
- 10.02 Amendment of Articles

ARTICLE XI. SUPERSESSION OF PREVIOUS ARTICLES

SECTION 11.01 SUPERSESSION OF PREVIOUS ARTICLES Adoption and execution of these Articles of Agreement thereby supersedes and renders null and void all previous Articles of Interlocal Cooperation Agreement for the organization of MAPA, but does not affect any other existing official actions by MAPA special purpose Interlocal Cooperation Agreements or contracts between MAPA and other general or special purpose units of governments, boards, agencies, commissions or authorities.

The following case is subject to Executive Order 12372, which provides for intergovernmental review and comment by local governments before Federal agencies take action on an application. If you should have any questions or are considering comment on the application listed here, please contact MAPA at 402-444-6866 x230 so that special arrangements can be made to have the applicant present.

MAPA Case #: 2017-01

Nebraska Department of Environmental Quality (NDEQ) - Air
Continued Air Monitoring

Type of Submission: Application

Type of Application: Continuation

Project Dates: April 1, 2017 – 3/31/18

Area of Impact: Statewide

Granting Agency: Environmental Protection Agency

Estimated Cost:	Total:	\$386,541
	Federal:	\$386,541
	State/Applicant:	-
	Local:	-
	Other:	-

Project Description Summary:

The 2017-18 Nebraska 103 Air Grant is a continuation project administered by NDEQ. The project includes a variety of activities under the Clean Air Act administered by the US EPA. The NDEQ transfers some of these funds to local air quality authorities to perform activities (i.e., Lincoln-Lancaster and Douglas County Health Departments). The primary activities under the grant include air quality monitoring, data collection, and reporting.