

OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY

2222 Cuming Street, Omaha

(402) 444-6866

BOARD OF DIRECTORS MEETING

Thursday, September 28, 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 Meeting Act. For reference, the Open Meeting Act is posted on the wall of the Board Room.

- A. ROLL CALL / INTRODUCTIONS
- B. BOARD MINUTES of the August 31, 2017 meeting. (ACTION) [Item B](#)
- C. FINANCE COMMITTEE MINUTES of the September 20, 2017 meeting. (ACTION) [Item C](#)
- D. AGENCY REPORTS & PRESENTATIONS – (INFO)
 - 1. AGENCY REPORTS [Item D.1](#)
 - a. Executive Director's Report
 - b. Heartland 2050 Report
- E. PUBLIC COMMENTS – See Footnote
- F. CONSENT AGENDA –
None.
- G. OLD BUSINESS
 - 1. CONTRACT FINAL PAYMENTS WITH EXCEPTIONS – Prior to Completion Draw Down – (ACTION)
MAPA will hold funds until work is complete and final payments are approved by both the MAPA Finance Committee and the MAPA Board of Directors. If necessary, funds will be repaid.
 - a. Heartland Family Service – Not to Exceed - \$9,988.86
 - b. Metro AVL – Not to Exceed - \$737,591.91
 - c. SWITA – Not to Exceed - \$106,000.00
- H. NEW BUSINESS
 - 1. NEW CONTRACT: Nebraska Department of Economic Development Planning Assistance - \$153,127.24 – (ACTION)
The board will consider for approval a contract with the Nebraska Department of Economic Development Planning Assistance for FY 2018 & 2019. [Item H.1](#)
 - 2. APPROVAL OF INTERLOCAL AGREEMENT FOR US HIGHWAY 34/75 BRIDGE BIKE AND WALKING TRAIL – (ACTION) [Item H.2](#)
The Board will consider approval of the Interlocal Agreement for US Highway 34/75 Bike and Walking Trail.

3. NDOT/MAPA AGREEMENT FOR US HIGHWAY 34/75 BIKE AND WALKING TRAIL – (ACTION) [Item H.3](#)
The Board will consider for approval the Draft NDOT/MAPA Agreement for US Highway 34/75 Bike and Walking Trail.
4. NEBRASKA REGIONAL OFFICIALS COUNCIL (NROC) BYLAWS AMENDMENT – (ACTION)
The Board will consider recommendation of an amendment to the NROC Bylaws to the NROC Board.
5. IOWA COUNCIL OF GOVERNMENTS (ICOG) - IOWA DEPARTMENT OF PUBLIC HEALTH (IDPH) 5-2-1-0 CHILDHOOD OBESITY PREVENTION PROGRAM SUB-CONTRACT AGREEMENT – (ACTION) [Item H.5](#)
The Board will consider a sub-contract with ICOG for MAPA to conduct the 5-2-1-0 Childhood Obesity Program for Malvern, \$18,900 in funding is available for the project.

I. ADDITIONAL BUSINESS
None.

J. DISCUSSION

1. MAPA Annual Dinner & Annual Award Nominees/Recipients
2. Employee Compensation Profiles

K. ADJOURNMENT

Future Meetings:

Council of Officials Annual Dinner: Wednesday, October 4, 2017 – Livestock Exchange Building – Omaha, NE

Finance Committee: Wednesday, October 18, 2017

Board of Directors: Thursday, October 26, 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
August 31, 2017

The Board of Directors met at the MAPA offices, 2222 Cuming Street, Omaha. Chairwoman Sanders called the meeting to order at 1:33 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
Ben Gray	Omaha City Council
Doug Kindig	NE Small Cities/Counties Representative (Mayor, City of La Vista)
Gary Mixan	Sarpy County Commissioner
Jean Stothert	Mayor, City of Omaha
Carol Vinton	IA Small Cities/Counties Representative (Mills County Board of Supervisors)
Matt Walsh	Mayor, City of Council Bluffs

Members/Officers Absent

Tom Hanafan	Pottawattamie County Board of Supervisors
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Guest

Cassie Paben

MAPA Staff

Court Barber	Christina Brownell	Sue Cutsforth	Melissa Engel	Don Gross
Mike Helgerson	Karna Loewenstein	Jeff Spiehs	Greg Youell	

B. APPROVAL OF THE MINUTES of the August 31, 2017 meeting – (Action)

MOTION by Gray, SECOND by Mixan to approve the minutes of the August 31, 2017 meeting of the Board of Directors.

AYES: Duda, Gray, Kindig, Mixan, Sanders, Stothert, 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 August 23, 2017 and approved bills for August, reviewed June financial statements and approved contract payments. Items were forwarded to the Board of Directors for approval.

MOTION by Gray, SECOND by Walsh to approve the minutes of the August 23, 2017 Committee meeting.

AYES: Duda, Gray, Kindig, Mixan, Sanders, Stothert, Vinton, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

D. AGENCY REPORTS & PRESENTATIONS

1. Agency Reports – (Info)

- a. Executive Directors Report - Greg Youell, Executive Director

Approved by _____
Patrick Bloomingdale, Secretary/Treasurer

Mr. Youell provided an update to the Board on MAPA activities for the month of July and August. US-DOT Secretary Elaine Chao visited Omaha in August as a guest of Senator Fischer and spoke about an Executive Order that aims to streamline and combine the environmental process. The Platte River Bike Path Highway 34/75 Bridge Interlocal Agreement will go to Council and Board meetings in September. Iowa DOT has begun the consultation process to do the Federal-aid “swap”, permitting the city and county road and bridge projects that would normally be funded with federal transportation funds to instead be funded with state funds. MAPA staff members and Sarpy Chamber President Karen Gibler presented the Sarpy County Transit Study at the Sarpy Chamber Economic Outlook. Mr. Youell also updated the Board on the following: housing activities for the City of Blair and villages of Valley & Waterloo, CDBG activities for Herman and Hancock, REAP applications for trail projects for Mills County and Underwood and provided a list of upcoming MAPA events.

b. Heartland 2050 – (Info)

Ms. Loewenstein provided an update to the Board on Heartland 2050 activities for the month of July. Through September, Jeff Spiehs will be wrapping up the stakeholder and public engagement activities for the regional fair housing assessment. The September Summit is coming up and Ben Pierce from HDR will speak on what he sees in transportation technology and what it means to individuals and consumers and make projections on how soon we may see these technologies implemented in the MAPA region (ex: autonomous vehicles, etc.). Mr. Pierce will also share his experience from the City of Columbus, Ohio and their process of bringing many perspectives to the table to identify societal issues in their area and discuss how transportation technologies could possibly alleviate some of those problems. The first Heartland 2050 Vision came out in 2011, the goal is to update the Vision and assess if activities are on track with the vision. There will be a reception held the night before the Summit that will target emerging leaders in the tech, start-up and creative world and give them the opportunity to engage with Mr. Pierce in a smaller setting. Plans are being finalized for the Minneapolis, MN site visit in October. Ms. Loewenstein provided an update on the upcoming Speaker Series Event in October featuring Mark Fenton, national speaker and consultant on walkability. Mr. Fenton also provides training for a process called “Walk Audits”. MAPA staff members attended a training in May with Mr. Fenton in Lincoln. Partners for the Speaker Series are the Nebraska Department of Health and Human Services, Nebraska State AARP and One Omaha. Mr. Fenton will speak in the morning and conduct a Walk Audit training in the afternoon for up to 35 individuals

E. PUBLIC COMMENT –

None.

F. CONSENT AGENDA – (Action)

The Board considered Consent Agenda items listed below for approval.

1. Contract Final Payments –

- a. Black Hills Works - \$8,450.50
- b. City of Council Bluffs - \$28,788.20
- c. Florence Home - \$8,397.00
- d. Douglas County GIS - \$21,752.87
- e. Sarpy County Planning - \$3,245.67

2. Contract Final Payments with Exceptions –

- a. City of Omaha Public Works - \$12,403.18
- b. City of Omaha Planning - \$12,501.33

3. Contract Amendments – Treynor Comprehensive Plan – Extended to December 31, 2017

MOTION by Kindig, SECOND by Gray to approve all items listed on the Consent Agenda.

AYES: Duda, Gray, Kindig, Mixan, Sanders, Stothert, Vinton, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

G. OLD BUSINESS

1. FY 2017 – 2020 Transportation Improvement Program (TIP) Amendment #8 – (Action)

Mr. Court Barber presented to the Board for approval the FY 2017 - 2020 TIP Amendment #8 which includes the addition of three projects, the Heartland 2050 Mini Grant Projects, into the 2017 – 2020 TIP. Projects being added include, the 13th Street Walkability Study, the Sarpy County Arterial and Collector Road Study and Metro Transit Development Plan. Changes will reprogram funding for these projects into 2017.

MOTION by Duda, SECOND by Stothert to approve the FY 2017 - 2020 TIP Amendment #8.

AYES: Duda, Gray, Kindig, Mixan, Sanders, Stothert, Vinton, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

2. MAPA Long Range Transportation (LRTP) Amendment #6 – (Action)

Mr. Mike Helgeson presented to the Board for approval of Amendment #6 to the 2040 LRTP. Projects cost changes recently made in the TIP were significant enough to require amendments to the LRTP. Changes include two City of Omaha projects for 168th Street and increased cost of Right of Way for those projects. The amendments to the LRTP will reflect the change in anticipated revenue, the overall summary of the total project cost, updated project tables and an updated summary table to demonstrate fiscal constraint.

MOTION by Kindig, SECOND by Walsh to approve Amendment 6 to the LRTP.

AYES: Duda, Gray, Kindig, Mixan, Sanders, Stothert, 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 contracts listed below.

a. HDR On-Call Travel Demand Modeling – \$35,000

Mr. Youell noted that this contract will be changed to reflect a 3 year agreement, extending through June 30, 2020, for three fiscal years. The total amount for the agreement is up to \$100,000 on a per-task order. Up to \$35,000 is budgeted for fiscal year 2018.

b. NDOT/MAPA Funding Agreements for mini-grants

i. City of Omaha 13th Street Walkability Study (Resolution 2018 – 03) – \$100,000

ii. Metro Transit – Transit Development Plan (Resolution 2018 – 04) – \$87,500

iii. Sarpy County Arterial & Collector Road Study (Resolution 2018 – 05) – \$30,000

MOTION by Duda, SECOND by Gray to approve the new contracts listed above.

AYES: Duda, Gray, Kindig, Mixan, Sanders, Stothert, Vinton, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

2. Heartland 2050 Site Visit to Minneapolis, MN – October 9-10, 2017 – \$30,000.00 – (Action)

Mr. Greg Youell presented to the Board for approval travel for a Heartland 2050 Site Visit to Minneapolis, MN, October 9 – 10, 2017 for 4 staff members and up to 24 team members for \$30,000.00. Staff travel will come out of MAPA's budget. The trip is paid for by the Peter Kiewit Foundation and Chairwoman Sanders asked if there is a request for travelers to contribute any amount towards the trip. Mr. Youell stated that non-staff travelers are being asked to contribute \$500 towards the cost of the trip.

MOTION by Kindig, SECOND by Gray to approve the Heartland 2050 Site Visit to Minneapolis, Minnesota.

AYES: Duda, Gray, Kindig, Mixan, Sanders, Stothert, Vinton, Walsh
NAYS: None.
ABSTAIN: None.
MOTION CARRIED.

3. Board Adoption of the Guidelines and Principles for Nonprofit Excellence in Nebraska and Iowa by Resolution – (Action)

Ms. Melissa Engel presented to the Board for Approval Resolution 2018 – 02, to adopt the Guidelines and Principles for Nonprofit Excellence in Nebraska and Iowa set forth by the Nonprofit Association of the Midlands. MAPA was awarded a \$50,000 grant by the Sherwood Foundation for Heartland 2050 activities and there are additional stipulations regarding policies and procedures. Last month and adjustment was made to the Equal Opportunity Policy and this month they are requesting that the Board support MAPA participating in a self-assessment of the Guidelines and Principles for Nonprofit Excellence in Nebraska and Iowa to ensure the agency is operating efficiently and following regulations. The self-assessment covers 12 categories some of the things included in that are governance, finance, human resources, technology, communications, public policy, evaluations etc. Ms. Engel went through the checklist and established priorities that MAPA should be working on. Priority 1 includes four items, 3 of the 4 related to a “whistle-blower” act. Ms. Engel suggested that these issues be covered through a Code of Ethics policy. The last item under Priority 1 is Sexual Harassment training, this training is required if you have 15 or more employees. Ms. Engel gave a brief overview of additional priorities listed.

MOTION by Stothert, SECOND by Vinton to approve Resolution 2018 – 02, Board Adoption of the Guidelines and Principles for Nonprofit Excellence in Nebraska and Iowa.

AYES: Duda, Gray, Kindig, Mixan, Sanders, Stothert, Vinton, Walsh
NAYS: None.
ABSTAIN: None.
MOTION CARRIED.

4. Iowa West Foundation Grant – (Action)

Mr. Greg Youell presented to the Board for approval the grant agreement with Iowa West Foundation. The Iowa West Foundation has approved a grant toward Heartland 2050 Implementation work for \$65,000. Conditions of the grant include Iowa West funding should not exceed 5% of the total project costs and no Iowa West funding shall be used for the mini grant program.

MOTION by Gray, SECOND by Vinton to accept the grant from Iowa West Foundation.

AYES: Duda, Gray, Kindig, Mixan, Sanders, Stothert, Vinton, Walsh
NAYS: None.
ABSTAIN: None.
MOTION CARRIED.

I. ADDITIONAL BUSINESS

None.

J. DISCUSSION

1. Heartland Transportation Taskforce – (Info)

Mr. Youell presented information to the Board on a proposed taskforce to take a big picture look at future needs and priorities that will guide the Long Range Transportation Plan (LRTP).

K. ADJOURNMENT

Chairwoman Sanders adjourned the meeting at 2:21 p.m.

METROPOLITAN AREA PLANNING AGENCY
2222 Cuming Street
Omaha NE 68102-4328
Finance Committee
September 20, 2017

The MAPA Finance Committee met September 20, 2017, in the MAPA conference room. Patrick Bloomingdale called the meeting to order at 8:30 a.m.

ROLL CALL

Members Present

Patrick Bloomingdale, Secretary/Treasurer
Clare Duda, Douglas County (arrived @ 8:31 a.m.)
Tom Hanafan, Pottawattamie County (arrived @ 8:43 a.m.)
Gary Mixan, Sarpy County (arrived @ 8:38 a.m.)
Carol Vinton, Mills County

Staff

Melissa Engel
Michael Helgerson
Amanda Morales
Greg Youell

Members Absent

Carl Lorenzen, Washington County

A. Monthly Financial Statements (July 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 July financials. The July surplus of over \$140,000 is a result of the semi-annual County dues being recorded in that month.

B. FOR FINANCE COMMITTEE APPROVAL

1. Contract Payments
 - a. The New BLK – PMT #4 - \$7,560.00
 - b. Live Well Omaha – CMAQ – PMT #14 - \$945.19
 - c. Live Well Omaha –Bike Safety – PMT #33 - \$9,927.50

Mr. Youell presented the contract payments. The New BLK payment is for phase III, IV & V of the Heartland 2050 web site. Live Well Omaha's contract payments are for their work in August on the Commuter Challenge and Bike Education projects.

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

2. Contract Payments with Exceptions
 - a. Heartland Family Services – PMT #1 - \$12,011.14
 - b. Metro AVL – PMT #1 - \$143,658.09

MR. Youell presented the contract payments with exceptions. The Heartland Family Service payment is for their "Ways to Work" program for January 2017 through July 2017. The Metro Payment is for an Automated Vehicle Location System (AVL) The AVL will allow for live time tracking of buses that other transit providers may also tie into.

MOTION Duda SECOND by Mixan, to approve contract payments with exceptions once all necessary documentation is received. MOTION CARRIED.

3. Investment Purchases
 - a. Reinvestment of Certificate of Deposit \$113,400 MAPA staff recommends investment of \$63,400 in a 5-year CD earning 2.1% per year and \$50,000 in a 5-year income plus CD linked to large cap US Equities Type B. In the income plus CD the base interest rate is 0.75% with a potential to earn 4.25% based on the annual performance of the equities within the fund. These CDs are part of funds set aside by the MAPA Board to assist in costs associated with dissolution. The current balance is \$371,600 or approximately 2.4 months of operations.

Ms. Engel presented the investment purchase options under agenda items 3. a.- c. She provided the Committee with the staff recommendations. Committee members asked if the \$50,000 income plus CD would be covered by **Federal Deposit Insurance Corporation (FDIC)** and Melissa reported that yes it would be.

MOTION Duda SECOND by Vinton, to approve the investment purchases recommended by staff under item 3 a. MOTION CARRIED.

b. Purchase of a 12-month \$100,000 bond:

MAPA staff recommend investing \$100,000 out of \$300,725 general reserves held in short term investments with NPAIT. The funds are currently earning 0.55%. In a 12-month bond, the funds could earn 1.538%.

Mr. Mixan requested that MAPA staff to research whether there would be a penalty if MAPA were to draw the funds out of the \$100,000 bond prior to the twelve-month maturity date. Ms. Engel agreed to look into whether there would be any penalty if the need would arise to withdraw the funds before the end of the twelve-month investment period.

MOTION Duda SECOND by Mixan, to approve the purchase of a twelve-month \$100,000 bond as presented. MOTION CARRIED.

c. Purchase of a 6-month \$137,861 bond:

MAPA staff recommend investing \$137,861 out of \$137,861 from the Aerial Photography project funds held in short term investments with NPAIT. The funds are currently earning 0.55%. In a 6-month bond, the funds could earn 1.415%.

MOTION Duda SECOND by Mixan, to approve the purchase of a six-month \$137,861 bond as presented. MOTION CARRIED.

4. Travel

- a. NROC Staff Retreat & Board Meeting – Kearney, NE – October 17-18 – Youell, Gross, Anderson, Roth - \$1,344.80

Mr. Youell presented the travel of four staff member to attend the annual NROC staff retreat and Board meeting.

MOTION Vinton SECOND by Mixan, to approve travel to NROC staff retreat and Board meeting as presented MOTION CARRIED.

C. RECOMMENDATION TO THE BOARD

1. Final Payment with Exceptions - Prior to Completion Draw Down

MAPA will hold the funds until work is complete and final payments are approved by both the MAPA Finance Committee and the MAPA Board of Directors.

- a. Heartland Family Services – Not to Exceed - \$9,988.86
b. Metro AVL – Not to Exceed - \$737,591.91
c. SWITA – Not to Exceed - \$106,000.00

Mr. Youell presented the final contract payments with exceptions. Each payment is for the remaining balance of the contracts. Because of time restraints on the federal transit funding staff would like to have the remaining balances approved and draw the federal fund as soon as each request is submitted. Final payments to each contractor will be held until approval by the Board of Directors.

MOTION Vinton SECOND by Duda to recommend that the Board of Directors approve the final contract payment as presented once all necessary documentation is received. MOTION CARRIED.

2. Approval of Interlocal Agreement for US Highway 34 Bike and Walking Trail

Mr. Youell presented the Interlocal Agreement of US Highway 34 Bike and Walking Trail. MAPA will contribute regional federal funding equal to 50% of the cost of phase one of the project. Local match as addressed in the interlocal agreement will come from the Papio-Missouri River Natural Resources District (PMNRD) 50%, City of Bellevue 15%, Lower Platte South Natural Resources District (LPSNRD) 10%, Sarpy County 10%, Cass County 8%, City of Plattsmouth 7%.

MOTION Vinton SECOND by Mixan to recommend that the Board of Directors approve the Interlocal Agreement for US Highway 34 Bike and Walking Trail as presented. MOTION CARRIED.

3. Draft NDOT/ MAPA Agreement for Highway 34/75 Bridge Trail

Mr. Youell presented the draft Nebraska Department of Transportation (NDOT)/ MAPA agreement for Highway 34/75 Bridge Trail. MAPA and NDOT are agreeing to evenly (50/50) split the cost associated with the fabrication and placement of girders to support the future construction of the bike and walking trail. MAPA's portion of the 50/50 split will be applied to a separate NDOT project.

MOTION Duda SECOND by Mixan to recommend that the Board of Directors approve the draft NDOT/ MAPA Agreement for Highway 34/75 Bridge Trail as presented. MOTION CARRIED.

4. New Contract

a.18NDED01 – Nebraska Department of Economic Development Planning Assistance

Mr. Youell presented the FY 18 and 19 Nebraska Department of Economic Development funding. MAPA will receive \$76,563.62 for each of the two years to go towards community economic development in the region.

MOTION Hanafan SECOND by Duda to recommend that the Board of Directors approve the Nebraska Department of Economic Development Planning Assistance contract as presented. MOTION CARRIED.

D. DISCUSSION/INFORMATION

1. MAPA Annual Dinner & Annual Award Nominees/Recipients

The annual meeting celebrating MAPA's 50th anniversary will be held at the Livestock Exchange building on October 4, 2017. The City of Council Bluffs Public Health Director Donn Dierks will receive the Citizenship award. The Service award recipient will be the City of Bellevue Public Works Department. The award of Merit will go to Lieutenant Kevin Bridges

2. Employee Compensation Profiles

Mr. Youell provided the Committee with a sample packet of the employee compensation profiles that each employee received in July, outlining the estimated total staff expenses for FY 18, Pie chart of total staff expense by expense type, and a breakdown of the individual employee's earnings, benefits, and estimated total FY 18 compensation.

3. NROC Bylaws

Mr. Youell provided the committee with a copy of the proposed NROC Bylaws amendment and his proposed revisions. The amendment is currently in for review by MAPA's legal counsel. The Committee requested that MAPA's proposed revisions with legal counsel notes be added to the Board Agenda for October.

E. OTHER

F. ADJOURNMENT

The meeting adjourned at 9:28 a.m.

Metropolitan Area Planning Agency

Work Program & Federal Assurances (200) –

Objective:

To efficiently develop and implement MAPA’s Unified Planning Work Program (UPWP) in accordance with MPO responsibilities and federal requirements

Program Activity:

Planning Agreements

- No activity this month.

Unified Planning Work Program (UPWP)

- No activity this month.

Certification Review Action Plan

- Reviewed existing Action Plan in preparation for our FY2018 Certification Review

Civil Rights & Disadvantaged Business Enterprise (DBE)

- Continued review of the 2015-2018 Title VI and ADA plan for demographic changes
- Promoted the NDOT Disadvantaged Business Program
- Coordinated with NDOT on the Title VI and ADA plan update
- Attended FHWA Environmental Justice webinars

RPA

- No activity this month.

200 End Products		Schedule
1.	Planning Agreements	Ongoing
2.	Unified Planning Work Program (UPWP)	Ongoing
3.	Certification Review Action Plan	Ongoing
4.	Civil Rights & Disadvantaged Business Enterprise (DBE)	Quarterly

Board & Committee Support (210) –

Objective:

To support ongoing activities of MAPA’s Council of Officials, Board of Directors, Finance Committee, and Transportation Technical Advisory Committee (TTAC)

Program Activity:

Council of Officials

- Mailed invitation for the Annual Meeting
- Secured sponsors for the Annual Meeting

Board of Directors

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- Prepared materials for and held August Board of Directors meeting

Finance Committee

- Reviewed invoices and contracts for August Finance Committee meeting
- Prepared monthly financial statements for Finance Committee

Transportation Technical Advisory Committee (TTAC)

- Held August TTAC meeting

RPA

- Held August Policy & Technical Committee Meeting

210 End Products		Schedule
1.	Council of Officials	Quarterly
2.	Board of Directors	Monthly
3.	Finance Committee	Monthly
4.	Transportation Technical Advisory Committee	Monthly

Regional Transportation Planning (220) –

Objective:

To conduct the transportation planning activities related to the development and implementation of the Long Range Transportation Plan

Program Activity:

LRTP Development and Administration

- Continued work on the 2050 LRTP Vision document
- Developed and approved Amendment 6 to the 2040 Long Range Transportation Plan

Transit Planning Activities

- Continued to work with the FTA to secure FY2017 5310 funds
- Worked with subrecipients of 5310 funds to prepare them for FY2017 operations and capital reimbursements
- Attended meeting on transit oriented development for the area around 30th and Ames

Bicycles & Pedestrian Planning Activities

- Continued implementation of Bike Education project and laid out work plan for finalizing the remaining project tasks
- Held conference calls with Nebraska Department of Health and Human Services and Douglas County Health Department regarding potential partnerships on walk audits
- Continued coordination with project partners on the development of the Bike Omaha Network 2.0

Freight Planning & Coordination

- Participated in conference call regarding draft freight plan recommendations and regional projects

Other Long-Range Studies

- Met with Bellevue Bridge Commission to discuss Bellevue Bridge Study and project stakeholders
- Drafted RFP for Bellevue Bridge Study for internal review

RPA

- Continued coordination with county trail planning groups in Pottawattamie, Mills and Shelby counties
- Continued coordination with Pottawattamie County on recommendations in Tech Memo 3 of the Pottawattamie County Transportation Plan
- Completed Mills County Trails REAP Application
- Completed City of Underwood's REAP Application

220 End Products for MAPA Work Activities		Schedule
1.	LRTP Development and Administration (2050 LRTP)	Fall - Winter 2017-2018
2.	Transit Planning Activities	Ongoing
3.	Bicycle & Pedestrian Planning Activities	Ongoing
4.	Freight Planning & Coordination	Ongoing
5.	Other Long-Range Studies	Ongoing

Transportation Improvement Program (TIP) & Local Projects (230) –

Objective:

To monitor and maintain a fiscally constrained Transportation Improvement Program for regionally significant transportation projects.

To implement performance-based planning requirements of the FAST Act.

To ensure MAPA staff representation and coordination with local partner projects.

Program Activity:

Maintenance of FY-2017 and FY-2018 Transportation Improvement Programs (TIPs)

- Completed Amendment 8 to the FY2017 TIP

Project Selection Activities (STBG, TAP, 5310)

- Held focus group meetings with members of the CTC to develop scoring criteria for 5310 funding

Transportation Funding Analysis

- Reviewed LPA process for MAPA region projects

Development of FY-2019 Transportation Improvement Program (TIP)

- No activity this month.

Performance Measurement & Reporting

- No activity this month.

Local Project Support & Coordination

- Participated in Complete Streets working group and project team meetings
- Participated in workshop with local stakeholders and the City of Omaha regarding future CMAQ applications
- Reviewed draft Agreement related to Phase 2 of the Platte River Bridge project

- Attended US-DOT Secretary Chao visit to Omaha during Chamber Luncheon.

RPA

- Participated in conference call related to the Lewis and Clark Trail RFQ for Professional Engineering services
- Met with Bellevue Bridge Commission to discuss Bellevue Bridge Alternatives Study

230 End Products for MAPA Work Activities		Schedule
1.	Maintenance of FY2017 & FY2018 TIPs	Ongoing
2.	Project Selection Activities	Winter 2018
3.	Transportation Funding Analysis	Ongoing
4.	Development of FY2019 TIP	Spring 2018
5.	Performance Measurement & Reporting	Ongoing
6.	Local Project Support & Coordination	Ongoing

Communication & Public Involvement (240) –

Objective:

To provide ongoing opportunities for stakeholders & the public to participate in the transportation planning process

To communicate important information and key decisions about the transportation planning process to the public

To conduct and support events, seminars and other activities that support the transportation planning process

Program Activity:

PPP & Public Engagement Activities

- Continued outreach and promotion of MAPA and partner agency events
- Updated and refined outreach and stakeholder lists for transportation public involvement
- Met with NDOT to review Public Involvement Plan strategies and opportunities for partnerships

CAC & Citizen's Academy

- Worked on promotional materials for the Citizens Academy
- Updated curriculum and activities for the Citizens Academy
- Promoted the Citizens Academy registration
- Worked with MAPA staff on developing opportunities and new direction for the CAC

Publications & Newsletters

- Designed and published Heartland 2050 Close the Gap White Paper
- Completed designs for multiple Heartland 2050 Summit materials and MAPA Council of Officials Annual Meeting invitation
- Published July/August MAPA Newsletter - online and print versions
- Began design and articles for 2017 MAPA Annual Report

Online Activities (Websites & Social Media)

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- Created multiple posts to website and social media on MAPA's projects and programs
- Began process of converting web maps from CartoDB to ArcGIS Online

Participation in Partner Forums

- Worked with UNO staff on several student oriented outreach efforts
- Coordinated with the Sierra Club for upcoming Drive Electric Week events
- Gave presentation at Iowa Transportation August Commission meeting on MPO / RPA update in Shenandoah

RPA

- Gave presentation at Iowa Transportation August Commission meeting on MPO / RPA update in Shenandoah

240 End Products		Schedule
1.	PPP & Public Engagement Activities	Ongoing
2.	CAC & Citizen's Academy	Semi-Annually
3.	Publications & Newsletters	Ongoing
4.	Online Activities (Websites & Social Media)	Ongoing
5.	Participation in Partner Forums	Ongoing

Regional Data, Mapping, & Modeling (250) –

Objective:

To conduct socioeconomic and demographic forecasts in support of the transportation planning process

To develop and maintain regional Geographic Information Systems (GIS)

To develop and maintain modeling tools to support decision-making at the state, regional, and local level

Program Activity:

Regional Data & GIS

- Creation and maintenance of data for the Regional Data Explorer
- Management of building permit data from member jurisdictions
- Traffic and Crash data aggregation
- Worked on reorganization of NIROC process including 2 year imagery updates

Technical Reports & Forecasts

- Filled one request for traffic forecast data
- Gave comment on Omaha and Sarpy County development reviews

Travel Demand Modeling Activities

-

Land Use Activity Allocation Model (LUAAM)

- Development of TOD land use scenario in support of the STOPS modeling for the Omaha Streetcar project

Census

- No activity this month.

Aerial Photography (NIROC)

- Met with NIROC stakeholder group to discuss 2018 NIROC flight.

RPA

- Continued development of features in the Regional GIS Database

250 End Products for MAPA Work Activities		Schedule
1.	Regional Data & GIS	Ongoing
2.	Technical Reports & Forecasts	As Needed
3.	Travel Demand Modeling Activities	Ongoing
4.	Land Use Activity Allocation Model (LUAAM)	Ongoing

Environment & Energy (260) –

Objective:

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

Program Activity:

Little Steps, Big Impact Ozone Awareness Campaign

- Monthly meeting to coordinate with project partners and consultant team
- Completed Nebraska Environmental Trust grant application for 2018 LSBI campaign
- Conducted brainstorming session with area teachers for air quality curriculum
- Meetings with project partners regarding the scope of FY2018 LSBI activities
- Coordinated with area schools to use LSBI handheld ozone monitors to supplement classroom science lessons
- Appeared on The Morning Blend talk show to discuss LSBI school monitoring program

Alternative Fuels Activities

- Coordinated with the Iowa Clean Cities Coalition on ongoing Iowa opportunities for EV for municipalities
- Discussed Clean Cities Coalition opportunities with Metropolitan Utilities District.
- Worked with NDOT to advance MAPA Electric Vehicle Infrastructure grant (CMAQ).

Travel Demand Management & Other Activities

- Coordinated with partner agencies to promote the new Nebraska statewide vanpooling program
- Worked with partners to populate the Iowa Rideshare platform with content from LSBI and Metro Rideshare

Congestion Management Process (CMP)

- Participated in webinar regarding new NPMRDS (National Performance Measurement Research Dataset) contract and the availability of data

Metro Area Motorist Assist (MAMA)

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- Prepared and assisted with MAMA Annual Volunteer Dinner.
- Updated and Provided MAMA Financial Report.

RPA

- Drafted proposal for EV charging infrastructure along I-29 corridor in Harrison and Mills Counties

260 End Products for MAPA Work Activities		Schedule
1.	Little Steps, Big Impact Ozone Awareness Campaign	Summer 2017/18
2.	Alternative Fuels Activities	Ongoing
3.	Travel Demand Management & Other Activities	Ongoing
4.	Congestion Management Process	Ongoing

Heartland 2050 (270) –

Objective:

To coordinate the transportation planning process with the implementation of Heartland 2050 Regional Vision

Program Activity:

27001: Heartland 2050 Mini-Grant Program

- Entered into Program Agreements with NDOT for Mini-Grant Projects
- Continued coordination with local jurisdictions to develop RFPs for Mini-Grant projects

27002: Heartland 2050 Committees & Working Groups

- Infrastructure Committee Meeting 8/2/17
- Continuing the Conversation Work Group Meeting 8/23/17
- Fair Housing Assessment Partners Meeting 8/23/17
- Infrastructure Funding Work Group Meeting 8/25/17

27003: Heartland 2050 Technical Analysis and Data Support

- Distributed copies of the White Paper Executive Summary
- Finalized metrics for Regional Equitable Growth Profile Update
- Began update to land use data for 2015 base year for Heartland 2050 five-year update

27004: Heartland 2050 Public Outreach

- Affirmative Fair Housing Stakeholder Meetings
 - Economic Development
 - Omaha Housing Authority
 - Northwest Omaha
 - South Omaha
- Presented Heartland 2050 and Close the Gap to Mayor and City Clerk of Valley.
- Presentation to Washington County Board.

- Hosted One Million Cups at the Start-Up Collaborative
- Attended Systems Practice Training Kick-off

27005: Heartland 2050 Summits and Speaker Series

- Summit 9/27/17- Keynote Ben Pierce Transportation Technology Program Lead at HDR
 - o Finalizing logistics
 - o Social Media and Event Promotion
- Speaker Series 10/20&21 Keynote Mark Fenton Consultant - Walkable Communities/Walk Audits
 - o Group Planning Meetings with Partners
 - o Finalizing Logistics with Venue and Caterer
 - o Developing Promotional Materials
 - o Secured sponsorships

27006: Heartland 2050 Site Visits

- Minneapolis/St Paul on 10/9&10 - coordinating agenda, issuing invitations, finalizing lodging and flights

27007: Heartland 2050 Administration

- Karna Loewenstein and Jeff Spiehs attended the Gigabit City Summit in Kansas City with a team from the Peter Kiewit Foundation and the Iowa West Foundation. 8/1&2.
- H2050 Website Update - reviewing and finalizing content/visuals

RPA

- No activity this month.

270 End Products		Schedule
1.	Heartland 2050 Mini-Grant Program	Winter 2017
2.	Heartland 2050 Committee & Working Groups	Ongoing
3.	Heartland 2050 Technical Analysis and Data Support	Ongoing
4.	Heartland 2050 Public Outreach	Ongoing
5.	Heartland 2050 Summits and Speaker Series	Quarterly
6.	Heartland 2050 Site Visit	Fall 2017
7.	Heartland 2050 Administration	Ongoing

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Objective:

To provide professional development and training to promote continued development of skills for MAPA staff

Program Activity:

Technical and Policy Education Activities

- Participated in Facilitated Planning Workshop with FHWA, NDOT and other Nebraska MPOs

Related Association Participation

-

Professional Certification and Memberships

- Attended Registered Charge webinars
- Participated in Environmental Justice webinars

RPA

- No activity this month.

280 End Products		Schedule
1.	Technical & Policy Education Activities	As Needed
2.	Related Association Participation	Ongoing
3.	Professional Certifications & Memberships	As Needed

Transportation Management (290) –

Objective:

Provide for leadership and efficient administration of MAPA's transportation programs

Program Activity:

Program Administration

- Managed and provided quality control on agency activities (projects, plans, studies).
- Held two management meetings and two staff meetings

Personnel Management

- Provided ongoing personnel management.

Financial Management

- Managed agency budget.

Contracts and Agreements

- Reviewed agency contracts and requested approval from MAPA Board

Quarterly Reporting and Invoicing (NDOR & Iowa DOT)

- No activity this month.

RPA

- No activity this month.

290 End Products		Schedule
1.	Program Administration	Ongoing
2.	Personnel Management	Ongoing
3.	Financial Management	Ongoing
4.	Contracts and Agreements	Ongoing
5.	Quarterly Reporting and Invoicing	Ongoing

Membership Services (300) –

Objective:

Provide assistance to MAPA members, including demographic data, mapping, and other service to local, state and regional projects.

Program Activity:

Member Data Requests

- Directed staff from various local governments and nonprofits to existing data sources on the MAPA website
- Provided demographic and traffic information as requested

Member Mapping Requests

- Provided assistance with the Metro Area Bike Map

RPA

- No activity this month.

300 End Products		Schedule
1.	Member Data Requests	As Needed
2.	Member Mapping Requests	As Needed

Local and Partner Planning Support (310) –

Objective:

Provide assistance to local governments and agencies to conduct plans and develop data in support of the regional transportation planning process.

Program Activity:

- No activity this month.

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 Cities of Avoca, Hancock, Mills County Economic Development, WIDA, and Walnut.
22	Local Planning Assistance
	Mills County Comp Plan (16JEOO01) – Final plan anticipated to be approved in September.
	Crescent Comprehensive Plan (15CRST01) - Presented 9/18/17 and scheduled for 10/2/17 City Council.
	Treynor Comprehensive Plan (17TREY01) – Scheduled for Planning Commission on 9/25/17 and City Council in October.
	Mills County Hazard Mitigation Plan (17MILL02) – Discussed kick-off meeting content and potential dates with County Emergency Manager.
	Participated in Douglas/Sarpy County Integrated Solid Waste Management Task Force meeting.
	JLUS Implementation (16JLUS01) – Prepared for and had PC/TAC policy committee meeting. Review the Bellevue Comp Plan and Draft Bellevue Comp Plan recommendations.
23	Local Management Assistance
	Village of Washington Nuisance Abatement (18WASH01) - Prepared nuisance notification letters to property owners.
24	Grant Writing Assistance
	Met with Carson about a possible regional DTR application with Macedonia and

	discussed with Pottawattamie County to administer. Review Architect Contract with Carson City Clerk.
	Submitted NIFA planning grant for Village of Herman.
	Submitted CDBG planning application for Village of Herman.
	Prepared draft CDBG Water/Sewer application for City of Hancock.
	Prepared and awarded two year EDD funding award from NDED in the amount of \$153,127.24.
	Award LIHTC funding in the amount of \$315,000 for the Cities of Valley and Waterloo housing rehabilitation.
25	Grant Management
	Mills County CDBG-NDR (17MILL01) – Met with watershed coordinator in Oakland to discuss grant program requirements; provided information to state of Iowa for desktop monitoring; assisted with RFP for watershed planning; participated in West Nishnabotna Watershed planning committee meeting in Oakland.
	Walnut CDBG Water/Sewer Administration (17WALT01) – Presented on labor standards compliance to general contractor and subs at pre-construction meeting; verified contractor eligibility for subcontractors.
	CITIES Grant Administration (15POTT01 & 16POTT03) – Processed reimbursement requests for project activities.
	CITIES Grant Administration (17POTT01) - Finalized CITIES grant application and guidelines for upcoming grant cycle.
	Walnut CDBG DTR Administration (15WALT01) - Completed Green Streets Criteria Certification for Construction Completion. Review and submit Draws. Began the grant Closeout process.
	Gretna DTR Phase 1 (17GRTN01) – Completed Gretna Draw requests. Reviewed with city clerk the drawdown process. submitted final plan to the NDED.

Economic Development Assistance (720) –

<p>Objective: To provide technical assistance to jurisdictions to identify economic development needs and the resources to meet those needs.</p>	
Function	
21	Economic Development (16EDAA01)
	Provided information on grant and contract projects for Nebraska Regional Officials Council to demonstrate impacts by Economic Development Districts.
	Evaluating content and organization of CEDS document; reviewing CEDS of peer COGs.
	Met with USDA representatives to discuss agency's programs and eligibility criteria.
	Met with Omaha Land Bank staff to discuss transit-oriented development in north Omaha.
22	Housing Activities (16NDED01)
	Participated in Blair Housing Task Force meetings.

**STATE OF NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT
FINANCIAL ASSISTANCE CONTRACT
METROPOLITAN AREA PLANNING AGENCY
(MAPA)**

**(Regarding financial assistance as authorized in
Neb. Rev. Stat. §§ 13-1901 through 13-1907)**

This contract is entered into between the State of Nebraska Department of Economic Development ("Department") and Metropolitan Area Planning Agency ("Recipient") upon the date of signature by both parties.

RECITALS:

A. The Department has been designated to administer state funding to support Nebraska Development Districts pursuant to the provisions of Neb. Rev. Stat. §13-1901 through §13-1907 ("Act").

B. As required by Neb. Rev. Stat. §13-1907, the Department has adopted rules and regulations to carry out the provisions of the Act. Such rules and regulations can be found in Title 86, Chapter 7 of the Nebraska Administrative Code ("Regulations"). The Department has also prepared application guidelines regarding Development District Funding ("Guidelines"). The requirements of the Act, the Regulations, and the Guidelines are incorporated herein by this reference.

C. Nebraska Development Districts are voluntary associations within a Nebraska planning and development region that have been formed by an agreement pursuant to the Interlocal Cooperation Act, found in Neb. Rev. Stat. §13-801 through §13-827 ("Nebraska Development District" or "Development District").

D. The Department disburses funds to certified Nebraska Development Districts ("Act Funds") to assist such Development Districts in serving as regional resource centers; in providing planning, community and economic development, and technical assistance to local governments which are members of the Development Districts; and in providing assistance to industrial development organizations, tourism promotion organizations, community development groups, and other similar organizations. Act Funds are awarded over a two-year period, and each year during that period is referred to as a program year ("Program Year"). Program Years run from July 1 to June 30.

E. The Recipient has submitted an application ("Application") to the Department setting forth the necessary documentation for the Department to certify that the Recipient is eligible for funding. The Application is incorporated herein by this reference.

F. In the Application, the Recipient represents that it is a Nebraska Development District that has been formed pursuant to the Act, that has staff and membership acceptance as required by Neb. Rev. Stat. §13-1905, and that provides services to the following counties: Douglas, Sarpy, and Washington, described collectively as "Region 8". The Department has approved the Application, has certified the Recipient for funding eligibility, and has made an award of Act Funds to the Recipient. The Department and the Recipient have agreed to a contractual arrangement regarding the Recipient's use of Act Funds, and this contract is intended to memorialize that arrangement.

AGREEMENT:

Premised on the Recitals above and in consideration of the mutual promises and understandings of the parties set forth below, the parties agree as follows:

PART I: TERMS AND CONDITIONS.

§1.01 Amount and Disbursement of Act Funds.

The total amount of Act Funds to be disbursed to the Recipient for eligible uses will not exceed One Hundred Fifty-Three Thousand One Hundred Twenty-Seven Dollars and Twenty-Four Cents (\$153,127.24).

Disbursements of Act Funds to the Recipient shall be made within a reasonable time after execution of this contract in the form and manner prescribed by the Department if such disbursements are determined to be in conformance with the requirements of the Act.

The Recipient must submit the State of Nebraska ACH Enrollment Form in order to receive disbursements, and disbursements will be made by electronic deposit to the account designated by the Recipient on the Enrollment Form and in accordance with the requirements of this contract.

In order to receive disbursements for the second program year, the Recipient must submit the annual report to the Department.

§1.02 Use of Act Funds.

Act Funds provided to the Recipient under this contract shall only be used for the purposes set forth in the Application and as allowed and restricted by the Act and this contract.

Uses of Act Funds provided to the Recipient under this contract are limited to those specified in Neb. Rev. Stat. §13-1904 and must be supported by contracts, invoices, vouchers, and/or other supporting documentation to be maintained by the Recipient and provided to the Department upon request.

§1.03 Time of Performance.

The period covered under this contract is from July 1, 2017 through June 30, 2019. All required activities must be completed on or before such end date.

§1.04 Reporting Requirement; Governor Authority.

The Recipient must submit an annual performance and financial report to the Department that shall address the activities performed and services delivered. Such report must be submitted in the form and manner specified by the Department and must be submitted no later than thirty (30) days following the end date of this contract. This provision survives the termination or end date of this contract.

The Governor has the authority to evaluate the effectiveness and activities of the Development Districts receiving assistance under the Act. If the Governor finds a Development District to be ineffective, he or she may take action, including the withholding of assistance authorized under Neb. Rev. Stat. §13-1906.

§1.05 Incorporation of RECITALS.

All provisions of the RECITALS above are incorporated as agreed provisions of the contract.

PART II: SPECIAL CONDITIONS FOR RELEASE OF ACT FUNDS.

Funding of the amount specified in §1.01 will not be released until the following Special Conditions are met. These Special Conditions must be satisfactorily completed no later than November 5, 2017. The Department reserves the right to cancel the contract if these Special Conditions are not met within this specified time frame.

§2.01 Special Conditions.

Prior to making a request for disbursement of Act funds, the Recipient must submit the following to the Department:

- 1) The State of Nebraska ACH Enrollment Form and IRS Form W-9 (provided by the Department).

PART III: SOURCES AND USES OF FUNDS AND OTHER REQUIREMENTS.

§3.01 Sources and Uses of Funds.

The total award of Act Funds and the approved uses of the funds are reflected in the table below:

SOURCES→	Act Funds	TOTAL
USES (Activities)↓		
Eligible Activities under Neb. Rev. Stat. §13-1904. [For the contract period of July 1, 2017 through June 30, 2018]	\$76,563.62	\$76,563.62
Eligible Activities under Neb. Rev. Stat. §13-1904. [For the contract period of July 1, 2018 through June 30, 2019]	\$76,563.62	\$76,563.62
TOTAL	\$153,127.24	\$153,127.24

§3.02 Limitation on Act Funds.

Distributions to newly certified development districts shall not reduce financial assistance to previously funded development district. Financial assistance provided by the Department to development districts shall not exceed the total "local dollars" received by the development districts for newly certified development districts only. For purposes of this contract, "local dollars" received shall mean the total local dues received by the Recipient from any local government as a condition of membership in the Development District.

PART IV: OTHER CONTRACTUAL CONDITIONS.

§4.01 Designation of Officials to Execute Contract and Amendments.

The Director of the Department or their designee is the official authorized to execute this contract and any amendments to this contract on behalf of the Department.

The Recipient's representative who has been duly authorized by appropriate resolution of the Recipient's board to execute this contract or their successor is the official authorized to execute this contract and any amendments to this contract on behalf of the Recipient.

Either party may request amendments to this contract; however, amendments will not take effect until mutually agreed to, in writing, by both parties.

§4.02 Waivers; Assignment or Transfer.

No conditions or provisions of this contract shall be waived unless approved by the Department in writing.

The Recipient may not assign or transfer any interest in this contract without the prior, written consent of the Department.

§4.03 Independent Contractor.

The Recipient acknowledges it is and will conduct itself as an independent contractor in fulfilling the Recipient's obligations under this contract. Nothing in this contract should be construed in any manner as creating or establishing the relationship of partners between the Recipient and the Department, and neither the Recipient nor anyone employed by the Recipient to perform activities under this contract will be considered employees of the Department.

Employees of the Recipient will be under the sole direction and control of the Recipient and will not be entitled to any compensation, rights, or benefits from the State of Nebraska or the Department, including, but not limited to, tenure rights, medical care or insurance, sick leave or vacation leave, severance pay, and/or retirement benefits.

Any and all claims on behalf of any person arising out of employment or alleged employment (including, but not limited to, claims of discrimination) against the Recipient, its officers, or its agents will in no way be the responsibility of the Department. The Recipient must hold the Department harmless from any and all such claims.

§4.04 Applicability to Subcontractors.

The Recipient will remain solely responsible for fulfilling the terms of this contract even if some of the Recipient's activities are carried out by subcontractors, and the Recipient will remain the sole point of contact by the Department regarding all contractual matters. All relevant provisions of this contract will be made binding on any such subcontractors of the Recipient.

§4.05 Insurance; Permits and Licenses.

Throughout the contract period and at its own expense, the Recipient agrees to purchase and maintain Workers' Compensation Insurance and Comprehensive General Liability Insurance, and upon request, the Recipient must furnish evidence of insurance coverage to the Department.

The Recipient must procure and pay for all permits, licenses, and approvals necessary for the execution of this contract.

§4.06 Recordkeeping and Access to Records.

All records related to this contract must be retained by the Recipient for a period of at least five (5) years following the termination or completion of the contract.

The Department and any other duly authorized official of the State of Nebraska must have full access to and the right to examine, audit, excerpt, or transcribe any of the Recipient's records pertaining to this contract.

§4.07 Conflict of Interest.

The Recipient covenants it presently has no interest and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of activities required under this contract. The Recipient further agrees that no person having any such known conflicts of interest will be employed during performance of this contract.

§4.08 Political Activity.

No portion of the funds paid or otherwise provided to the Recipient may be used for any partisan political activity, to further the election or defeat of any candidate for public office, or to influence the approval or defeat of any ballot issue.

§4.09 State of Nebraska Non-Liability/Hold Harmless.

The Recipient agrees to indemnify and hold the Department and the State of Nebraska harmless from any and all claims or demands made by any person or loss or damage sustained by any person as a direct result of the negligent or willful acts of the Recipient, its employees, or agents in the performance of this contract.

The Recipient further agrees it has no right to indemnification or contribution from the Department or from the State of Nebraska for any judgments rendered against the Recipient.

§4.10 Early Termination.

This contract may be terminated, in whole or in part, prior to the completion of the contract activities if and when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. The parties must agree on the termination conditions including the effective date of the termination, the portion (if in part) to be terminated, and any allocation of payments under the contract.

The Department, in its sole discretion, may terminate the contract for any reason upon thirty (30) days written notice to Recipient.

§4.11 Termination Due to Loss of Funds.

The contract may terminate in full or in part, at the discretion of the Department, in the event the Department suffers a loss of the funding source which permits it to fund this contract. In such an event, the Department will give the Recipient written notice which will set forth the effective date of full or partial termination or, if a change in funding is required, setting forth the required change.

The Recipient shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date.

§4.12 Non-performance or Other Breach by Recipient.

In the event of a substantial breach of the provisions of this contract including, but not limited to, the non-performance of contract activities by the Recipient, a failure to comply with the Act, or a failure to submit an annual report, the Department will be entitled to declare such substantial breach a default and will be entitled to withhold payments to the Recipient, seek repayment from the Recipient of all funds disbursed, and/or terminate the contract in whole or in part.

The Department may allow the Recipient to cure a breach of the contract; however, allowing the Recipient time to cure a breach does not waive the Department's right to terminate the contract for the same or different breach which may occur at a different time.

§4.13 Notice.

Except as otherwise expressly provided herein, all notices and other communications regarding changes in addresses for notices or for the non-performance, substantial breach, default, and/or curing of default that are required or permitted to be given under this agreement shall be in writing and shall be: (1) personally hand-delivered or (2) mailed by certified or registered mail with return receipt requested to the following:

If to the Recipient: Greg Youell
 MAPA
 2222 Cuming Street
 Omaha, NE 68102

If to the Department: Legal Division
 Nebraska Department of Economic Development
 PO Box 94666
 Lincoln, NE 68509-4666

or to such other addresses as may have been designated by either of the parties by notice hereunder.

§4.14 Debarment, Suspension, or Declared Ineligible.

The Recipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

§4.15 State of Nebraska Registration Requirements; Public Record.

The Recipient must be authorized to transact business in the State of Nebraska and must comply with all applicable Nebraska statutes regarding transacting business in the State of Nebraska.

This contract and the Application submitted by the Recipient are public record.

§4.16 Force Majeure.

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster or other similar event outside the control of and not attributable to the fault or negligence of the party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. A party so affected shall immediately give notice to the other party of the Force Majeure Event.

The Department may grant relief from the performance of the contract if the Recipient is prevented from performance by a Force Majeure Event. The burden of proof for the need of such relief shall rest with the Recipient. To obtain release based on a Force Majeure Event, the Recipient must file a written request for such relief with the Department.

Labor disputes with the Recipient's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

§4.17 Severability.

If any term or condition of this contract or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other portions of the contract which can be given effect without the invalid term or condition. The terms and conditions of this contract are hereby declared severable.

§4.18 Verification of Work Eligibility Status for New Employees

The Recipient is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

In this context, "new employees" means employees hired on or after the effective date of this contract. A "federal immigration verification system" means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (8 U.S.C. 1324a), commonly known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

This contractual obligation to verify work eligibility status for new employees physically performing services within the State of Nebraska also applies to any and all subcontractors utilized by the Recipient in performing this contract. The Recipient will be responsible to the Department for enforcing this requirement with the Recipient's subcontractors.

A failure by the Recipient to adhere to these requirements violates the statutory requirements of Neb. Rev. Stat. §4-114 and, as such, will be deemed a substantial breach of this contract which could result in the Department declaring the Recipient to be in default on the contract.

§4.19 Governing Law; Attorney Fees.

This contract shall be governed by, construed according to the laws and regulations of, and subject to the jurisdiction of the State of Nebraska.

In the event of any litigation, appeal, or other legal action to enforce any provision of this contract, the Recipient agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs if the Department or State of Nebraska is the prevailing party.

§4.20 Entire Agreement; Binding Effect; Counterparts.

This instrument and any documents incorporated herein by reference constitute the entire agreement of the parties, and any representations or promises not contained herein shall not be binding upon the parties.

This agreement shall be binding upon and shall inure to the benefit of the successors, assigns, and legal representatives of the parties.

This agreement or any amendment of this agreement may be signed in any number of counterparts; each of which will be considered an original, and all of which taken together will constitute one agreement or amendment, as the case may be.

PART V: SPECIAL REQUIREMENTS AND ASSURANCES.

§5.01 Civil Rights Laws and Equal Opportunity Employment/Nondiscrimination.

The Recipient must comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Recipient is bound by and must abide by the provisions of the Nebraska Fair Employment Practice Act (Neb. Rev. Stat. §48-1101 et seq.).

§5.02 Americans with Disabilities Act (ADA).

The Recipient must comply with all provisions of the Americans with Disabilities Act (ADA) with respect to its hiring, training, and employment practices including the reasonable accommodation of persons with disabilities in its hiring, training, and employment practices and in assuring access by persons with disabilities to facilities and services provided by the Recipient to the general public.

§5.03 Drug Free Workplace Policy.

The Recipient acknowledges the Department and the State of Nebraska require a Drug Free Workplace Policy on the part of the Recipient as a term and condition of entering into this contract. By executing the contract, the Recipient warrants it requires a drug free workplace.

ACCEPTANCE PROVISIONS.

The parties acknowledge they have read and understand this contract, they agree to its provisions, and that it will be effective on the date when both parties have signed.

NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT	RECIPIENT → METROPOLITAN AREA PLANNING AGENCY
By: _____ (Director or Designee)	By: _____ (Authorized Official)
_____ (Typed or Printed Name/Title)	_____ (Typed or Printed Name/Title)
_____ (Date)	_____ (Date)

INTERLOCAL COOPERATION AGREEMENT
FOR
U.S. HIGHWAY 34 BIKE AND WALKING TRAIL

This Interlocal Cooperation Agreement (the “Agreement”) is made and entered into, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. 13-801, et seq., (Reissue 1997) as of the dates affixed on the signature pages below, by and between the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT (“PMRNRD”) and the party or parties that have agreed to be bound by the terms hereof as evidenced on their respective signatures shown on the signature pages below (each such other party, together with PMRNRD, are hereinafter collectively referred to as the “PARTIES”).

WHEREAS, the PARTIES are desirous of installing a bike and walking trail as part of the U.S.-34 improvements currently under construction at the crossing of said highway by the Platte River as shown in Attachment 1; and

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat., Section 13-801, et. seq., (Reissue 1997), each of the PARTIES’ governing bodies have concurred in the proposed bike/walking trail as part of the roadway improvements on that portion of US-34 at the Platte River crossing and have committed to proceed with the development of preliminary design activities to secure appropriate project design plans and to agree to certain cost allocations associated with the design and construction of the bike/walking trail on the terms set forth herein.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS, pursuant to Neb. Rev. Stat. Section 13-801 (1997) et. seq., as follows:

1. **PROJECT DESCRIPTION.** The project is proposed to be constructed in two phases to ensure minimal disruption in traffic flow on northbound US-34. Phase 1 will consist of placing 2 girders spanning between each of the existing fourteen (14) piers on the northbound US-34 Platte River Bridge (S034 38367) for a total of 26 girders to facilitate the placement of the bike/walking trail. The limits of this Phase 1 “bridge” project are generally parallel to the US-34 bridge, between the existing piers. The Nebraska Department of Transportation (“NDOT”) will design, contract for, and oversee construction of Phase 1.

Phase 2 of the project will consist of construction of the bike/walking trail bridge abutments on the north and south banks of the Platte River, and placement of the bridge deck, rails, fencing, and appurtenances as necessary for the bike/walking trail and constructing trail connections to Allied Road and Beach Road. Estimated local design and construction cost of Phase 2 is shown in Section 5 of this Agreement. The cost allocations are approximate at the time of execution of this agreement but will be further defined as additional engineering and bidding of the project phases is completed. All Parties executing this Agreement understand and acknowledge that by approving this Agreement they are committing funds for the cost of Phase 2 in the amounts set forth in Section 5 hereof.

2. **PROJECT SPONSOR.** The parties hereby designate PMRNRD as the project sponsor. As project sponsor, PMRNRD will be responsible for project scope development, completion and submittal of applications for review by applicable regulatory agencies, coordinate the project design review process, solicit and review bids for design engineering services for the design of Phase 2 of the proposed bike/walking trail and award contracts for the same, solicit and review bids for construction services

for the proposed bike/walking trail and award contracts for Phase 2 of the same, and to reasonably allocate among the PARTIES hereto of their respective local share of project costs through the completion of the project. PMRNRD will also be responsible for the collection of federal assistance and for the payment of project costs, a portion of which shall be reimbursed by the other PARTIES according to Section 5 upon written notice from PMRNRD. Reimbursement shall be requested by the PMRNRD from other parties at the time of executing a construction contract for Phase 2. Any change orders or other adjustments to the price of the contract will be requested for reimbursement, or refunded after final payment for construction of Phase 2 has been issued to the contractor.

3. **PROJECT COSTS.** The PARTIES acknowledge and agree that Phase 2 will have an estimated cost of approximately \$2,000,000, and the local share of which is allocated to the parties as set forth in Section 5 below. Actual project costs will be determined following bidding and a contract award for work at which time the project shares will be adjusted based on contract pricing for such work.

4. **FEDERAL PORTION.** PMRNRD will coordinate the receipt of federal assistance to fund a portion of the project through the Omaha-Council Bluffs Metropolitan Area Planning Agency ("MAPA"), contingent on availability of federal funds, which is anticipated to represent the largest share of project costs once bids have been received. MAPA will coordinate with NDOT to program regional STBG funding equal to 50% of the cost of Phase 1 on a mutually agreed upon NDOT project. Details of the funding from MAPA and NDOT will be addressed in a separate agreement by those two parties. If the federal aid portion is expected to cover 80% of eligible local project costs (estimated at \$1,600,000 for Phase 2), the remaining 20% local portion (estimated at \$400,000 for Phase 2) would be paid by the PARTIES. If the federal aid portion is not

expected to cover 80% of the eligible project costs, then PMRNRD may terminate this Agreement on 90 days' prior written notice to the other PARTIES.

5. **LOCAL PORTION ALLOCATIONS.** Each of the PARTIES hereto agree to allocate among themselves the approximate local portions of the project costs as follows:

<u>PARTY</u>	<u>Phase 2 Commitment</u>	<u>Percentage</u>
CITY OF BELLEVUE	\$ 60,000	15 %
CITY OF PLATTSMOUTH	\$ 28,000	7 %
PMRNRD	\$ 200,000	50 %
LPSNRD	\$ 40,000	10 %
SARPY COUNTY	\$ 40,000	10 %
CASS COUNTY	\$ 32,000	8 %

The PARTIES agree that the foregoing cost allocations are preliminary and that the project sponsor reserves the right to adjust allocations in accordance with Section 2 above once final project costs are determined. Any changes to the PARTIES' local contribution will be increased or decreased, as the case may be, based on each PARTY's respective percentage share set forth above.

6. **OTHER LOCAL FUNDING.** The PARTIES are encouraged to seek other local funding opportunities from respective beneficiary groups such as local tourism boards, economic development districts and other private interest organizations supportive of the project to help defray their allocations of the local share of total project costs.

7. **OPERATION AND MAINTENANCE AGREEMENT.** Each PARTY agrees to comply with the terms of the Exhibit A attached hereto and incorporated herein by reference with respect to the operations and maintenance of the trail.

8. **TERM AND TERMINATION.** This AGREEMENT shall have permanent duration, unless or until terminated by any of the PARTIES as provided herein. Upon accomplishment of the aforesaid purposes of the project, this AGREEMENT may be terminated by any of the PARTIES upon 90 days' notice to the other PARTIES. Such termination shall not affect any rights of reimbursement under this AGREEMENT for actions taken or responsibilities assumed by another of the PARTIES prior to the effective date of termination of this AGREEMENT.

9. **INDEMNIFICATIONS.** The PARTIES shall indemnify and hold harmless the other PARTIES, officers, elected officials, employees and assigns harmless from and against any and all claims, judgments, actions, loss, liability, damage or injury of any nature whatsoever, whether under the theory of tort, contract or otherwise, which may arise or result from, out of or in connection with any neglect or other act, error or omission of any PARTY (including any of their respective employees, agents contractors, subcontractors or representatives) in furtherance of this agreement or any other agreement contemplated by this agreement (including any acts and/or omissions in carrying out their respective obligations as set forth in Exhibit A) to be entered into by the PARTIES, including the failure to perform or properly perform as may be so required. Notwithstanding the preceding sentence, the PARTIES shall not be obligated to defend, indemnify or hold harmless an indemnified PARTY to the extent damages arise or result from any negligent or other act, error or omission of the indemnified PARTY.

10. **NO ASSIGNMENT.** Neither this agreement nor any obligations hereunder shall be assigned without the express written consent of the PARTIES which may be withheld in any PARTY's sole discretion.

11. **NON-WAIVER.** A waiver by any PARTY of any default, breach or failure of another shall not be construed as a continuing waiver of the same or of any subsequent or different default, breach or failure.

12. **GOVERNING LAW.** This agreement shall be governed exclusively by its provisions and by the laws of the State of Nebraska except to the extent such provisions may be superseded by applicable federal law or regulation, in which case the latter shall apply.

13. **ENTIRE AGREEMENT.** This Agreement, and Exhibits and any documents referenced in this Agreement (which are intended to be and hereby are specifically made a part of this agreement whether or not so stated) express the entire understanding and all agreements of the PARTIES with respect to the project design, construction, and cost allocations described herein. Specifically, this Agreement supersedes any prior written or oral agreement or understanding between any of the PARTIES, whether individually or collectively concerning the subject matter hereof.

14. **AMENDMENTS.** This Agreement may be modified only by a written agreement, executed by all PARTIES hereto; provided that the PARTIES agree, without cost to any individual party, to conform this agreement and all performance obligations hereunder to the requirements of any applicable laws, rules, regulations, standards and specifications of any governmental agency with jurisdiction over any such matter, including any amendment or change thereto.

15. **RELATIONSHIP OF THE PARTIES.** This Agreement shall not be construed to be a joint venture or a lease among any of the PARTIES.

16. **SURVIVAL.** If any provision of this Agreement or the applications of this Agreement to any PARTY or circumstance shall, for any reason and to any extent, be held

invalid or unenforceable, neither the remainder of this Agreement nor the application of this Agreement or such provision to any PARTY or circumstance or other instruments referred to in this Agreement or affected provision shall be affected thereby but, rather the same shall be enforced to the fullest extent permitted by law. In the event that any provision of this Agreement, or the application thereof, is held by any court of competent jurisdiction to be illegal or unenforceable, the PARTIES shall attempt in good faith to agree upon an equitable adjustment in order to overcome to the greatest extent possible the effect of such illegality or unenforceability.

17. **NON-DISCRIMINATION.** Under this Interlocal Cooperation Agreement, in performance of the requirements herein, no PARTY shall discriminate against any person(s) on account of national origin, disability, race, sex, age, or political affiliation in violation of applicable laws, rules and regulations of any government agency with jurisdiction over such matter.

18. **MISCELLANEOUS.** This Agreement shall not create any separate legal or administrative entity. It shall be administered jointly by the PARTIES, through one representative to be designated by and on behalf of each PARTY. Each PARTY shall separately finance and budget its own duties and functions under this Agreement. There shall be no jointly held property as a result of this Agreement. Upon termination, each PARTY shall retain ownership of the property it owns at the time of termination. THIS AGREEMENT does not authorize the levying, collecting or accounting of any tax.

19. **NOTICES.** All payments, notices, statements, demands, requests, consents, approval, authorizations or other submissions required to be made by the PARTIES shall be in writing, whether or not so stated, and shall be deemed sufficient and served upon the other only if sent by United States certified mail, return receipt requested,

postage prepaid and addressed to the applicable party at the notice address shown the applicable signature page below.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

EXECUTED BY THE **PAPIO-MISSOURI RIVER NATURAL RESOURCES**
DISTRICT ON THIS _____ DAY OF SEPTEMBER, 2017

**PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT**

By _____

JOHN WINKLER, General Manager

Notice Address

Attn: _____

EXECUTED BY THE **LOWER PLATTE SOUTH NATURAL RESOURCES**
DISTRICT ON THIS _____ DAY OF SEPTEMBER, 2017

**LOWER PLATTE SOUTH NATURAL
RESOURCES DISTRICT**

By _____

PAUL ZILLIG, General Manager

Notice Address

Attn: _____

EXECUTED BY THE **CITY OF BELLEVUE, NEBRASKA** ON THIS
_____ DAY OF SEPTEMBER, 2017

CITY OF BELLEVUE, NEBRASKA

By _____

RITA SANDERS, Mayor

Attest:

City Clerk

Notice Address

Attn: _____

EXECUTED BY THE **CITY OF PLATTSMOUTH, NEBRASKA** ON THIS
_____ DAY OF SEPTEMBER, 2017

CITY OF PLATTSMOUTH, NEBRASKA

By _____

PAUL LAMBERT, Mayor

Attest:

City Clerk

Notice Address

Attn: _____

EXECUTED BY **COUNTY OF SARPY, NEBRASKA** ON THIS _____
DAY OF SEPTEMBER, 2017

COUNTY OF SARPY, NEBRASKA

By _____

**DON KELLY, Chairperson,
Board of County Commissioners**

Notice Address

Attn: _____

EXECUTED BY **COUNTY OF CASS, NEBRASKA** ON THIS _____
DAY OF OCTOBER, 2017

COUNTY OF CASS, NEBRASKA

By _____

DAN HENRY, Chairperson,

Board of County Commissioners

Notice Address

Attn: _____

EXECUTED BY **METROPOLITAN AREA PLANNING AGENCY** ON THIS
_____ DAY OF SEPTEMBER, 2017

METROPOLITAN AREA PLANNING AGENCY

By _____

RITA SANDERS, Chairperson,

Board of Directors

Notice Address

Attn: _____

EXHIBIT “A”

Operations and Maintenance

With respect to the parties' obligations for ongoing maintenance and operations of the trail after completion of Phase 2 of the construction there, the parties agree to the followings terms and conditions:

1. Trail Bridge Owner

PMRNRD will be the sponsor entity in connection with the use of any Nebraska Department of Transportation (“NDOT”) and/or MAPA funds applied to Phase 2 of the project. Nothing contained in this Agreement or this Exhibit A shall in any way limit or restrict PMRNRD's rights, duties, and obligations as a sponsor in connection with any NDOT and/or MAPA financial assistance. Each of the other party's hereto shall cooperate with PMRNRD in PMRNRD's carrying out of such rights, duties and obligations for normal operations and maintenance for the project.

2. Trail Surface Clearing

Clearing and/or sweeping of debris from the trail (including removal of snow and ice) will be performed by the City of Bellevue, the City of Plattsmouth, Sarpy County, and Cass County, as necessary. Responsibility for clearing and sweeping of the trail will be on a rotating 2-year cycle, beginning with City of Bellevue after completion of Phase 2, rotating to the City of Plattsmouth on October 1st of the year following Phase 2 completion, rotating to City of Plattsmouth, Sarpy County, Cass County, and returning to City of Bellevue on a normal two-year cycle beginning on October 1st each year.

Such parties are prohibited from moving snow and/or ice from the trail and onto the US-34 bridge thru any snow or ice control and removal operations.

Best practices for all operations and maintenance will be documented and shared between all parties. No salt, brine, or other ice removal treatment will be applied for two (2) years after completion of Phase 2 of the project without PMRNRD's prior consent in order to protect the concrete surface.

3. Maintenance and Repair Cost Share

PMRNRD will oversee design and construction for any needed repair work on the project, and request reimbursement from the other parties after the completion of the repair. Each of the parties shall be responsible for all reasonable repair and replacement costs (beyond ordinary surface clearing) for the trail based on their respective corresponding percentage shares as follows:

<u>PARTY</u>	<u>Percentage</u>
CITY OF BELLEVUE	20 %
CITY OF PLATTSMOUTH	10 %
PMRNRD	25 %
LPSNRD	15 %
SARPY COUNTY	20 %
CASS COUNTY	10 %

4. Inspection Duties

If required inspections are performed by NDOT along with structural inspections of the US-34 bridge, NDOT will submit an invoice to PMRNRD accordingly.

5. Repair or Removal by NDOT

Should US-34 Bike and Walking Trail (hereinafter the “Trail”) fall into disrepair, or become significantly damaged to warrant removal, and work is performed by NDOT to either repair or remove the project, NDOT will bill PMRNRD for any work completed. The cost of any such repair or removal work performed by NDOT that is billed to PMRNRD shall be shared by the parties pursuant to their respective percentage shares as set forth in Section 3 of this Exhibit A.

6. Temporary Closure

NDOT will allow for temporary closure of the US-34 northbound shoulder/lane for maintenance activities on the bridge (hereinafter the “Trail Bridge”), if required, via NDOT ROW permit.

7. Structural Maintenance

PMRNRD owns, operates, and maintains this structure including girder seats, girders, bridge deck, rail, fencing, abutments, drainage structures, and appurtenances to the Trail Bridge. NDOT will own, operate and maintain all other segments of the piers where Trail Bridge is attached to the piers under US-34.

8. Trail Bridge Deck

PMRNRD owns, operates, and maintains the Trail system including bridge deck, rails, fencing, and appurtenances as necessary for the Trail.

9. Freeway and Pier Maintenance

PMRNRD reserves the right to close or limit access to the Trail and/or Trail Bridge at any time in the event repairs, construction, or maintenance to the US-34 bridge and/or

the related roadway and/or piers require such closure. The Trail Bridge will be closed to trail users if needed to insure their safety and for completion of the US-34 work. The Trail Bridge Owner will be provided advanced notification if this occurs. NDOT shall maintain the piers which support both US 34 and the Bridge, and normal operations and maintenance of the Bridge will be performed according to NDOT standards including, but not limited to, Bridge debris cleaning.

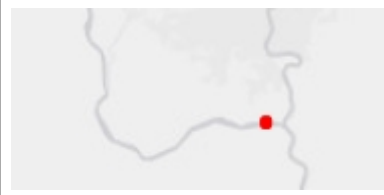
10. Amendments

The parties may amend the terms of this Exhibit A at any time upon a written amendment or agreement signed by the parties subject to the terms of this Exhibit A.

Attachment 1, US Highway 34 Bike and Walking Trail



Location



Sarpy County GIS



1210 Golden Gate Dr.
Suite 1130
Papillion, NE 68046
maps.sarpy.com

Legend

Project location
shown in green

1: 4,800



This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.

AGREEMENT

PROJECT NO. S-75-2(1067), PLATTSMOUTH TO BELLEVUE
STATE CONTROL NO.21849G
OMAHA-COUNCIL BLUFFS METRO AREA PLANNING AGENCY
STATE OF NEBRASKA, DEPARTMENT OF ROADS

THIS AGREEMENT is between the Omaha-Council Bluffs Metro Area Planning Agency, hereinafter referred to as "MAPA", and the State of Nebraska, Department of Transportation, hereinafter referred to as the "State", and collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the State is performing construction on project S-75-2(1067), CN 21849G, Plattsmouth to Bellevue (hereinafter referred to as the "State Project"), which has resulted in a closure on one of the U.S.34/75 Platte River Bridges (S034 38367) (hereinafter referred to as the "Bridge"); and

WHEREAS, MAPA has expressed a future intention to facilitate a Programmatic Agreement (Lead Agency to be identified at a later date) to construct a multi-use non-motorized facility (hereinafter the "Facility") upon the Bridge, the project location which is attached hereto as "Exhibit A" and incorporated herein by this reference, and

WHEREAS, the State recognized the potential for a Facility to be constructed at a future date by a third party (not the State), and proceeded to widen the Bridge piers at State cost to accommodate that future possibility, and

WHEREAS, MAPA and the State desire to enter into this Agreement to evenly (50/50) split the costs associated with the fabrication and placement of girders to support the future construction of the Facility, and

WHEREAS, during construction of the State Project the Bridge has been closed to traffic, and it is anticipated the Bridge will remain closed as a result of this project until August of 2018, and

WHEREAS, placement of the girders for the construction of the future Facility will likely require all or portions of the Bridge to be closed to traffic, and,

WHEREAS, the Parties wish to enter into an Agreement so that the girders for the future construction of MAPA's Facility may be placed while the State Project has the Bridge closed to traffic, for purposes of potentially avoiding a second, future closing of the Bridge, and

WHEREAS, the parties desire to establish the financial participation, roles and responsibilities so that the girders for MAPA's future Facility may be placed at a time when the Parties may take advantage of the State's Project Bridge closure.

NOW, THEREFORE, in consideration of these facts, the parties agree as follows:

SECTION 1: IDENTIFICATION OF PHASES

- A. "Phase 1", as used in this Agreement, means the design, fabrication and placement of girders in anticipation of the future construction of the Facility on the Bridge.
- B. "Phase 2", as used in this Agreement, means the future design, construction, operation and maintenance of the Facility separate from the State's Phase 1 Project on the Bridge, and which includes, but is not limited to, construction of relevant connections, of Facility abutments, and of the Facility deck, rails, fencing, and appurtenances.

SECTION 2: IDENTIFICATION OF PROJECTS & FUNDING SOURCE OBLIGATIONS

- A. MAPA's 50% share of the Phase 1 costs will be contributed via Federal obligation in FMIS towards the following State project located within MAPA boundaries: STP-31-2(112) CN22567, Schramm Park - US-6, using MAPA's Surface Transportation Block Grant Program (STBGP) Funds.
- B. The State's 50% share of the Phase 1 construction costs will be contributed directly by payment to State's construction contractor for State Project S-75-2(1067), CN 21849G.
- C. The State's share of Phase 1 girder design costs will be contributed utilizing a separate consultant agreement.

SECTION 3: IDENTIFICATION OF COSTS AND FINANCIAL RESPONSIBILITIES

- A. Phase 1 Girder Design Costs. The Parties understand that the State will be responsible for the entirety of the Phase 1 girder design costs.
- B. Phase 1 Fabrication and Construction Costs. The Parties have preliminarily estimated the Phase 1 cost to fabricate and place the girders for MAPA's future Facility to be \$1.4 million dollars, which the Parties understand will be adjusted for actual cost after project costs are established.
- C. Phase 2 Design and Construction Costs. Costs of Phase 2 are unknown at this time, however the parties agree that Phase 2 will not be funded, delivered or constructed by the State (with the exception of the State's obligation to administer federal aid projects through its Local Projects Section).

SECTION 4: PHASE 1 & 2 ROLES AND RESPONSIBILITIES

- A. State's Phase 1 roles and responsibilities. With regard to Phase 1, the State will:
 - i. provide MAPA with a quantity based estimate in early October, 2017;
 - ii. utilize State funds and a change order/supplemental agreement and consultant contract to pay for the entirety of the design, fabrication and placement of girders for the future construction of the Facility;
 - iii. coordinate with its existing State Project prime contractor to implement Phase

- 1 fabrication and placement of the girders for the future Facility during the State's current Bridge project; and
- iv. obligate MAPA's share of the total cost for the Phase 1 change order towards another State project located within MAPA boundaries, to wit: STP-31-2(112) CN22567, Schramm Park - US-6.
 - v. take such reasonable and appropriate actions as are necessary to protect the girders from damage, to the extent such protection is within the State's control.
- B. MAPA Phase 1 roles and responsibilities. With regard to Phase 1, MAPA will:
- i. **by November 1, 2017**, amend their Transportation Improvement Plan (TIP) to include 50% of the cost of Phase 1 utilizing MAPA's Surface Transportation Block Grant Program (STBGP) Funds on project STP-31-2(112) CN22567, Schramm Park - US-6.
- C. State Phase 2 roles and responsibilities. The Parties understand that Phase 2 will be designed and constructed as a federal aid project, and will not utilize state funds. The Parties agree that the remaining funding, delivery and construction of the Facility will not be the responsibility of the State
- D. MAPA Phase 2 roles and responsibilities. All Phase 2 funding, delivery and construction of the Facility will be the responsibility of MAPA, the Lead LPA and the participating LPA's in accordance with separate Agreements to be executed by those parties. To accomplish Phase 2, MAPA will
- i. promptly coordinate the selection and appointment of a Lead Agency to execute a Program Agreement for the management, development and funding requirements necessary to implement Phase 2;
 - ii. make its best good faith efforts to ensure that Phase 2 of the project is let to construction contract by December 31, 2023.
 - iii. ensure that an Operations and Maintenance Agreement and Permit to Occupy are in place between the Lead Agency and NDOT before letting this project to contract.

SECTION 5. TERMINATION AND SUSPENSION

- A. The State may terminate this agreement and remove the girders in the event MAPA fails to reasonably advance the project to meet the December 31, 2023 construction contract letting deadline set forth in Section 4.D.ii. above. Extensions to this date may only occur by the negotiation of a supplement to this agreement, and the State is under no obligation to grant an extension in the event it determines reasonable efforts to advance the project have not been made.
- B. In the event of termination, MAPA will be entitled to a written notice of termination ("State Notice of Termination") specifying the effective date of termination, which may be immediate.

C. In the event of termination and removal of the girders pursuant to this Agreement, no financial reimbursements to MAPA will occur for MAPA’s contribution to project STP-31-2(112) CN22567, Schramm Park - US-6.

IN WITNESS WHEREOF, the parties hereby execute this Agreement pursuant to lawful authority as of the dates signed by each party below.

EXECUTED by MAPA this _____ day of _____, 2017.

MAPA Execute Director,

Printed Name

Signature

EXECUTED by the State this _____ day of _____, 2017.

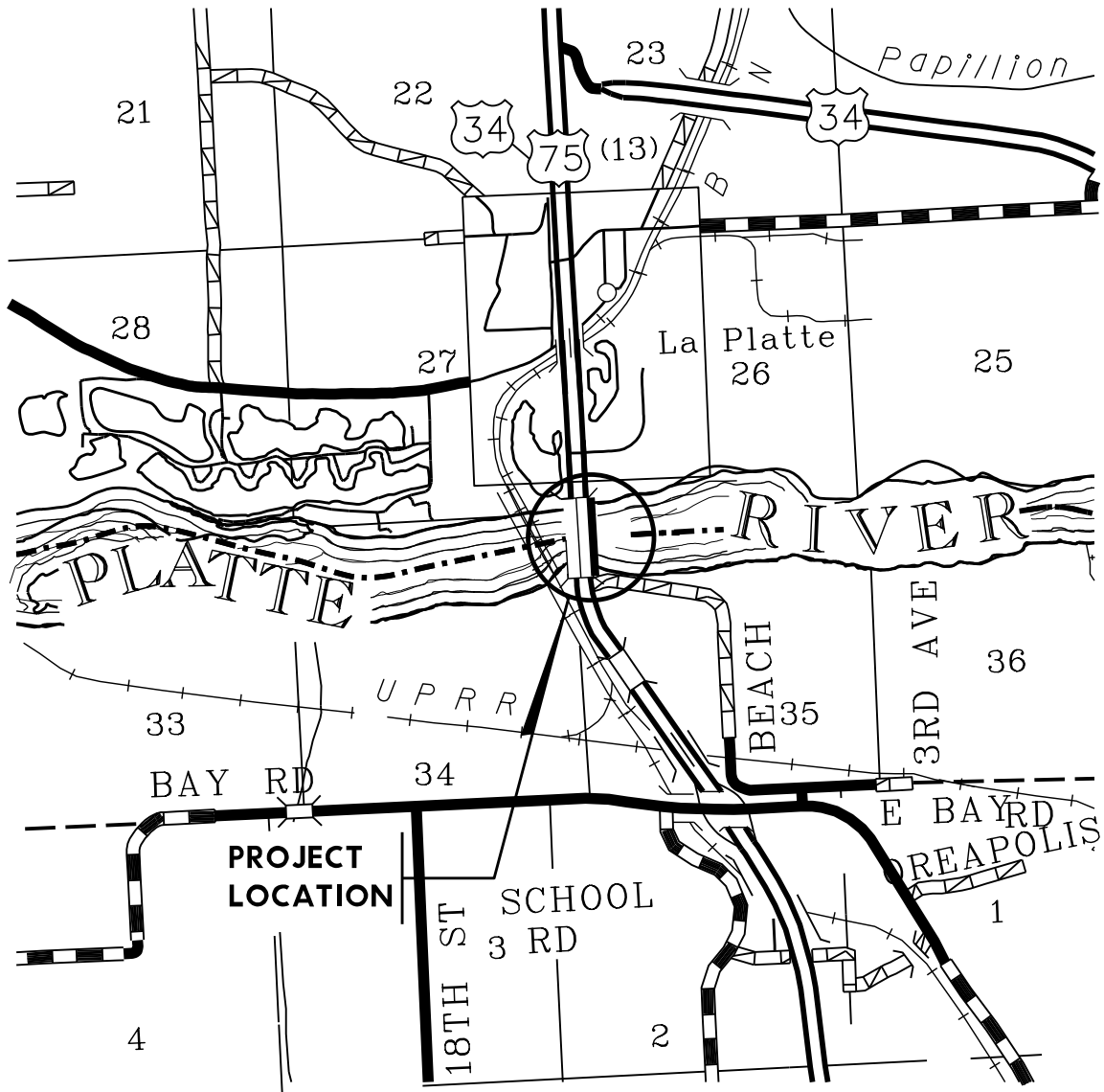
STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

RECOMMENDED BY:

District Engineer

PLATTSMOUTH TO BELLEVUE

CASS/SARPY COUNTYS
NEBRASKA



75-2(1067)

C.N. 21849G

EXHIBIT "A"



5-2-1-0 Childhood Obesity Prevention Program Sub-Contract Agreement

Statement of Purpose

- 2.1. IDPH sought assistance with increasing physical activity and healthy eating for children through the 5-2-1-0 childhood obesity prevention message and program under its Division of Health Promotion and Chronic Disease Prevention.
- 2.2 Iowa Association of Regional Councils dba Iowa Association of Councils of Government (ICOG) was selected as the service provider for this program.
- 2.3 ICOG will provide project oversight of the four selected Councils of Governments (COGs).
- 2.4 IDPH reserves the right to review and approve this subcontract.

Duration of Contract

- 3.1 The term of this contract shall be _____[insert month, day], 2017 through June 30, 2018 unless terminated earlier in accordance with the termination section of this contract.
- 3.2 Renewal shall be accomplished with agreement of both parties, subject to renewal by IDPH of its contract with ICOG.
- 3.3 If during the course of the subcontract period ICOG or [COG] wishes to change or revise the subcontract, prior written approval from IDPH is required.

Statement of Work

- 4.1 Each participating COG will select one community to participate in the 5-2-1-0 project activities.
- 4.2 IDPH must approve the community prior to project implementation.
- 4.3 The community must show evidence of collaboration between the COG and the community. The community must determine appropriate community partners and champions to serve on a steering committee. (Partners include city government, local boards of health, education, city chamber, economic development, health care, human services, students, residents, local businesses, etc.)
- 4.4 Community champions must attend a 5-2-1-0 local champion virtual training.
- 4.5 The community must commitment to implementing 5-2-1-0 programming in a minimum of two community settings (childcare, healthcare, out-of-school, K-5 school, middle/high school and workplaces.)
- 4.6 The community must conduct an assessment the environment(s) of the selected 5-2-1-0 settings via (5-2-1-0, Healthy Hometowns, NAP SACC)
- 4.7 The community must agree on an action plan and budget and assist with implementation of 5-2-1-0 programs.
- 4.8 The community must choose activities that are in line with the 5-2-1-0 Ten Strategies for Success.
- 4.9 The budget must not include more than 50 percent for marketing, printing and website.
- 4.10 The community must create a communication plan and share that with IDPH. Communication plan must include a media awareness campaign around 5-2-1-0 projects and activities. Success stories must be shared with staff, children, parents, and the community. IDPH will provide logo, style guide and examples.
- 4.11 The community must conduct a post-evaluation at 5-2-1-0 program sites and report



findings to IDPH.

4.12 The community must write a sustainability plan on 5-2-1-0 messaging and programming.

Budget

COGs	City	City funds	Incentive	COG fee	ICOG fee	Total
<i>COG 1</i>		15300	500	3100		
<i>COG 2</i>		15300	500	3100		
<i>COG 3</i>		15300	500	3100		
<i>COG 4</i>		15300	500	3100		
		61200	2000	12400	8400	84,000



IOWA ASSOCIATION
OF COUNCILS OF GOVERNMENTS

Monitoring and Review

5.1 By May 15, 2017, it is expected that [COG] community will have initiated one policy, systems, or environmental change, as defined by the Recommended Community Strategies and Measures to Prevent Obesity in the United States, and approved by IDPH.

5.2 If the above condition is met by [Insert Date], the COG is eligible for an incentive of \$500. If the COG does not meet the above condition, no incentive will be provided.

5.3 If received, the incentive must be applied to the project.

5.4 IDPH, ICOG, and any of their duly authorized representatives, shall have access, for the purpose of audit and examination, to any documents, papers, and records of the subcontractor pertinent to the subcontract.

5.5 All work plan revisions must be approved by IDPH prior to implementation. Requests for work plan revisions must be received by IDPH on or before [Insert Date].

Agreed by on this date: _____, 2017.

Carl Lingen, Executive Director

Iowa Association of Councils of Government

[COG Representative] , [Title]

[COG Name]



IOWA ASSOCIATION
OF COUNCILS OF GOVERNMENTS