

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

BOARD OF DIRECTORS MEETING  
Thursday, December 7, 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 October 26, 2017 meeting. (ACTION)
- C. FINANCE COMMITTEE MINUTES of the November 29, 2017 meeting. (ACTION)
- D. AGENCY REPORTS & PRESENTATIONS – (INFO)
  - 1. AGENCY REPORTS
    - a. Executive Director's Report
    - b. Heartland 2050 Report
- E. PUBLIC COMMENTS – See Footnote
- F. CONSENT AGENDA – (ACTION)

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

  - 1. CONTRACT AMENDMENT – Joint Land Use Study (JLUS) – Extension of Time – April 30, 2018
  - 2. NEW CONTRACT – Iowa Department of Public Health – Walkability Process for Council Bluffs - \$9,500
  - 3. PURCHASE APPROVAL – Brandies Catering for Annual Dinner \$11, 355.08 – previously approved \$6,300; additional costs for approval \$5,055.08
- G. OLD BUSINESS
  - 1. FY 2018 TRANSPORTATION IMPROVEMENT PROGRAM (TIP) AMENDMENT #2 – (ACTION)

The Board will consider approval of amendment #2 to the FY 2018 TIP.
  - 2. FY 2018 UNIFIED PLANNING WORK PROGRAM (UPWP) AMENDMENT #2 – (ACTION)

The Board will consider approval of amendment #2 to the UPWP.
  - 3. TRANSIT RETURN-ON-INVESTMENT (ROI) ASSESSMENT – (ACTION)

The Board will consider for approval the final contract amount with Economic Development Research (EDR) Group Inc.

## H. NEW BUSINESS

### 1. FY 2017 AUDITED FINANCIAL STATEMENTS – (ACTION)

The Board will consider approval of the 2017 Audited Financial Statements.

### 2. NEW CONTRACTS – (ACTION)

The Board will consider approval of the contracts listed below.

#### a. Memorandum of Understanding (MOU) for Nebraska-Iowa Regional Orthophotography (NIROC) Consortium

- i. City of Omaha - \$51,935.25
  - ii. Douglas County - \$51,935.25
  - iii. Papio-Missouri River NRD - \$50,000.00
  - iv. Omaha Airport Authority - \$15,000.00
  - v. Sarpy County - \$30,900.00
  - vi. Lancaster County - \$1,013,358
  - vii. Pottawattamie County - \$380,864.22
  - viii. Metropolitan Utilities District – \$20,000.00
- b. Pictometry \$2,126,220 plus 10% contingency over six years for NIROC Project
- c. Intercultural Senior Center Federal Transit Administration (FTA) 5310 Funding - \$15,900.00

### 3. TRAVEL – (ACTION)

The Board will consider approval of the Travel Authorization for 3 MAPA Staff Members and up to 4 Board members to travel to Washington, D.C. for the NARC National Conference of Regions, in February 2018.

- a. NARC – Washington DC – February 11-14, 2018 – 3 Staff Members - \$6,440.85
- b. NARC – Washington DC – February 11-14, 2018 – 4 Board Members - \$8,694.8 (Officials Fund)

### 4. FY 2019 TRANSPORTATION IMPROVEMENT PROGRAM (TIP) CALL FOR PROJECTS – (INFORMATION)

Staff will update the Board on the call for projects for TAP and Heartland 2050 Mini-Grant Programs.

### 5. CRITICAL URBAN FREIGHT CORRIDOR DESIGNATION – (ACTION)

The Board will consider for approval the designation of Critical Urban Freight Corridors as part of Nebraska's State Freight Plan.

### 6. STRATEGIC PLAN – (INFO)

Staff will present the Agency's Draft Strategic Plan to the Board.

## I. ADDITIONAL BUSINESS

## J. DISCUSSION

## K. ADJOURNMENT

### **Future Meetings:**

Finance Committee: Wednesday, January 17, 2018

Council of Officials Meeting: Wednesday, January 18, 2018

Board of Directors: Thursday, January 25, 2018

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

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



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

Minutes  
October 26, 2017

The Board of Directors met at the MAPA offices, 2222 Cuming Street, Omaha. Chairwoman Sanders called the meeting to order at 1:37 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
Tom Hanafan	Pottawattamie County Board of Supervisors
Doug Kindig	NE Small Cities/Counties Representative (Mayor, City of La Vista)
Gary Mixan (arrived at 1:48 p.m.)	Sarpy County Commissioner
Jean Stothert (arrived at 1:41 p.m.)	
Carol Vinton	IA Small Cities/Counties Representative (Mills County Board of Supervisors)
Matt Walsh (arrived at 1:40 p.m.)	Mayor, City of Council Bluffs

Mayor, City of

Members/Officers Absent

None.

MAPA Staff

Grant Anderson	Court Barber	Christina Brownell	Sue Cutsforth
Don Gross	Karna Loewenstein	Greg Youell	

Guest

Ron Kohn  
Cassie Paben  
Vicki Quaites-Ferris

**B. APPROVAL OF THE MINUTES of the September 28, 2017 meeting – (Action)**

MOTION by Gray, SECOND by Vinton to approve the minutes of the September 28, 2017 meeting of the Board of Directors.

AYES: Duda, Gray, Hanafan, Kindig, Sanders, Vinton

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 October 18, 2017 and approved bills for October, reviewed August financial statements and approved contract payments. Items were forwarded to the Board of Directors for approval.

MOTION by Gray, SECOND by Duda to approve the minutes of the October 18, 2017 Finance Committee meeting.

AYES: Duda, Gray, Hanafan, Kindig, Sanders, Vinton, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

**D. AGENCY REPORTS & PRESENTATIONS – (Info)**

**1. Agency Reports –**

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

a. Executive Directors Report - Greg Youell, Executive Director

Mr. Youell provided an update to the Board on MAPA activities for the month of September. The Highway 75/34 Bike Path Interlocal Agreement has been approved and will be moving forward. One issue that came up during the discussion of the new bridge was ensuring that farm equipment will be able to cross over that bridge. MAPA will work with the state to be sure that those vehicles are accommodated. At the Cass County Board meeting, Mr. Youell presented to the Board on Cass County's interest in joining MAPA. Staff is working with Sarpy County Public works to begin the process of an Interchange Justification Report for NDOT and FHWA for the 192<sup>nd</sup> Street area. The Nebraska Regional Officials Council met in Kearney, Nebraska and Sheryl Hiatt from Nebraska DED gave a presentation on LB518. MAPA's yearly audit is underway and the administrative staff is busy assisting the auditors. MAPA has finished hosting several events over the last few weeks including the Council of Officials Annual Meeting and 50<sup>th</sup> Anniversary Celebration with OKC Mayor Mick Cornett; the Heartland 2050 Site Visit to the Twin Cities; the H2050 Speaker Series/Walk Audit with Mark Fenton; the H2050 Summit with Ben Pierce; the NROC All Staff Retreat; and the NARC Executive Directors Conference and Board Meeting in San Antonio. Mr. Youell traveled to San Antonio for the NARC Executive Directors Conference and Mayor Sanders and Supervisor Vinton attended the NARC Board of Directors Retreat. NARC will come to Omaha in June of 2019. Mr. Youell provided an update on Iowa Community Development projects: a CDBG grant application was submitted in the amount of \$196,000 for Hancock for sanitary sewer improvements; work has commenced on updating the Mills County Hazard Mitigation Plan; four CITIES applications were received for Carson (downtown), Hancock (sewer), Neola (park) and Treynor (streets) for total requests of \$940k (\$1.9M total project cost).

Ms. Sue Cutsforth provided the Board with a brief update on MAPA's communications efforts. Staff assessed the social media traffic and times that were having the most hits and adapted the calendar accordingly. Staff also developed a social media strategy based on MAPA & partners projects and events. Going forward, staff will focus on developing an agency wide communications plan. This is a follow-up on the team's strategic planning session and agencies need to be better understood by the public on what we do and services we provide.

b. Heartland 2050 –

Ms. Loewenstein provided an update to the Board on Heartland 2050 activities for the month of September & October. The decision has been made that Omaha, Council Bluffs and Bellevue will be part of the Smart Cities Lab cohort. There is a core planning group that has been established and MAPA staff and Heartland 2050 will be a part of that along with representatives from the cities of Bellevue, Omaha and Council Bluffs. There are additional representatives from HDR and Olsson Associates, Jen Olds from Peter Kiewit Foundation will lead that group. MAPA is assisting with much of the logistics. Consultants will be in the region November 14 – 16 for a site visit and to conduct assessment interviews and are expected to return in late December. A steering committee is being assembled for this project as well and will be co-chaired by Mayor Jean Stothert (City of Omaha) and Derek Leathers (CEO of Werner Enterprises). Ms. Loewenstein provided a recap on the site visit to Minneapolis (Twin Cities). The group learned a lot about benefits that can be reaped from transit investment. The group was also focused on ensuring societal issues with transit investment were not overlooked and looked at issues such as affordable housing etc. The group learned about the "Funders Collaborative," which allowed private philanthropy to be involved in the process and its focus is on "investment beyond the rail" and finding ways to enrich the process with art, green space etc. Heartland 2050 hosted the Speaker's Series and partnered with AARP and Nebraska Department of Health and Human Services. Mark Fenton, walk audit expert, presented in the morning on walk audits and how to make areas accessible to everyone and in the afternoon led a smaller group on a walk audit training. A speaker from AARP presented to the group on the "livability index." The following morning two groups met up for "Block Talks" and conducted walk audits in two neighborhoods.

E. PUBLIC COMMENT –

None.

F. CONSENT AGENDA – (Action)

The Board considered Consent Agenda items listed below for approval.

1. Contract Final Payments –

- a. The New BLK - \$5,295.00
- b. Metro JARC - \$51,646.00

2. Contract Amendments –

- a. Metro AVL – Extension of Time



b. Steven Jensen – Extension of Time

3. Economic Development Finance Professional Training – the Board considered for approval travel for Grant Anderson to attend Economic Development Finance Professional Training in Washington D.C., January 21 – 26, 2018 for \$3,281.00.

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

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

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

G. OLD BUSINESS

1. FY 2018 Transportation Improvement Program (TIP) Amendment #1 – (Action)

Mr. Barber presented to the Board for approval the FY 2018 TIP Amendment #1. The first change is the removal of the Platte River Trail Bridge project from the TIP. The second change is to N-31: Schramm Park – US 6, and 180<sup>th</sup> Street (Phase 2) projects and changes in funding. The third change is to the 180<sup>th</sup> Street, N. HWS Cleveland Blvd. to West Maple Road project. Changes were made to the project name, description and the length has been updated to combine phases 1 & 2 into a single project. The fourth change includes a change in sponsor (now the City of Omaha) for the Eastern Nebraska Electric Vehicle CMAQ Grant and an approximate local match breakdown has been added to the project description. Last amendment includes a change to the project location for the East Beltway: Stevens Road – East Segment.

MOTION by Duda, SECOND by Gray to approve the FY 2018 TIP Amendment #1.

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

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

2. FY 2018 Unified Planning Work Program (UPWP) Amendment #1 – (Action)

Mr. Youell presented to the Board for approval the FY 2018 UPWP Amendment #1. Changes were made to the Heartland 2050 work activities (270) to include the Smart Cities Lab; and to Local and Partner Planning Support (310) to include Omaha Public Works Traffic Counting, Douglas County GIS Activities, Omaha Planning Activities, Sarpy County Planning and GIS Activities, Pottawattamie County GIS Activities and Papio-Missouri River NRD Paths to Discovery Map Printing.

MOTION by Gray, SECOND by Vinton to approve the FY 2018 TIP Amendment #1.

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

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

H. NEW BUSINESS

1. New Contracts– (Action)

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

- a. The Sherwood Foundation grant for \$50,000 to update equity profile
- b. Transit Return on Investment (ROI) with the consultant, not to exceed \$160,000  
Negotiations for the Return on Investment Assessment are underway and Mr. Youell requested pre-approval to sign an agreement not to exceed \$160,000, local match is being raised with multiple partners.
- c. City of Omaha, - \$20,000 grant for Heartland 2050

d. Ralston RLF Administration

MOTION by Kindig, SECOND by Hanafan to approve the new contract with the new contracts listed above.

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

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

2. FY 2018 City of Council Bluffs Transit State of Good Repair Targets – (Action)

Mr. Court Barber presented to the Board for approval the FY 2018 City of Council Bluffs Transit State of Good Repair Targets. As part of the FAST Act the FTA requires transit providers to report on and set targets for transit asset management. The City of Council Bluffs has set targets for the category of, “percent that exceeds useful life”. Based on the history of how much of the fleet exceeds useful life it was determined to be 25% in 2018. The City expects to replace most of its vehicles in the next year, putting them well within the goal.

MOTION by Gray, SECOND by Stothert to approve the FY 2018 City of Council Bluffs Transit State of Good Repair Targets.

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

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

I. ADDITIONAL BUSINESS

Chairperson Sanders recognized MAPA’s Executive Director, Greg Youell for 15 years of service at MAPA.

J. DISCUSSION

None.

K. ADJOURNMENT

Chairperson Sanders adjourned the meeting at 2:23 p.m.

# MAPA Project Selection

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Guidance Document for TAP-MAPA Project Selection  
*FY2019-2024 Transportation Improvement Program*

Approved:

TTAC  
Board

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## Schedule for TAP-MAPA Project Selection

Call for FY 2024 Projects .....	December 1, 2017
Submittal Deadline for STP-MAPA Applications .....	January 19, 2018
Preliminary Eligibility Screening of Applications.....	February 2, 2018
Individual Project Applications Scored .....	February 9, 2018
Project Selection Workshop.....	February 15, 2018
Publication of Selected Project List.....	February 19, 2018
Appeals Hearing .....	February 20, 2018
Incorporation into Draft FY2019-2024 MAPA TIP.....	February & March 2018
TTAC Approval of Draft FY2019-2024 MAPA TIP .....	April 2018
MAPA Board of Directors Approval of Draft FY2019-2024 MAPA TIP .....	April 2018
State Review & Public Comment Period.....	April-May 2018
TTAC Approval of Final FY2019-2024 MAPA TIP .....	June 2018
MAPA Board of Directors Approval of Final FY2019-2024 MAPA TIP.....	June 2018
Distribution of Final TIP to State & Federal Partners.....	July 2018

## 1) Eligibility of Projects

This project selection methodology applies only to those projects that are seeking to be funded via MAPA's annual Transportation Alternatives Program (TAP) apportionment. This methodology does not apply to other federal funding source or class and should not be utilized by jurisdictions seeking funding from any other source.

### *Federal Eligibility Requirements*

The Fixing America's Surface Transportation Act (FAST) maintained the following activities as eligible projects for funding under the Transportation Alternatives Program (TAP):

1. Construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.).
2. Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs.
3. Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other nonmotorized transportation users
4. Construction of turnouts, overlooks, and viewing areas.
5. Community improvement activities, which include but are not limited to:
  - a. inventory, control, or removal of outdoor advertising;
  - b. historic preservation and rehabilitation of historic transportation facilities;
  - c. vegetation management practices in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control; and
  - d. archaeological activities relating to impacts from implementation of a transportation project eligible under title 23.
6. Any environmental mitigation activity, including pollution prevention and pollution abatement activities and mitigation to-
  - a. address stormwater management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff, including activities described in sections 133(b)(11), 328(a), and 329 of title 23; or
  - b. reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.
7. The recreational trails program under section 206 of title 23
8. The safe routes to school program eligible projects and activities listed at section 1404(f) of the SAFETEA-LU:
  - a. Infrastructure-related projects.
  - b. Noninfrastructure-related activities.
  - c. Safe Routes to School coordinator.
9. Planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.

Per the requirements of the FAST Act, Transportation Alternatives Program funds cannot be used for the following activities:

1. State or MPO administrative purposes, except for SRTS administration, and administrative costs of the State permitted for RTP set-aside funds.
2. Promotional activities, except as permitted under the SRTS.
3. General recreation and park facilities, playground equipment, sports fields, campgrounds, picnic areas and pavilions, etc.
4. Routine maintenance and operations.

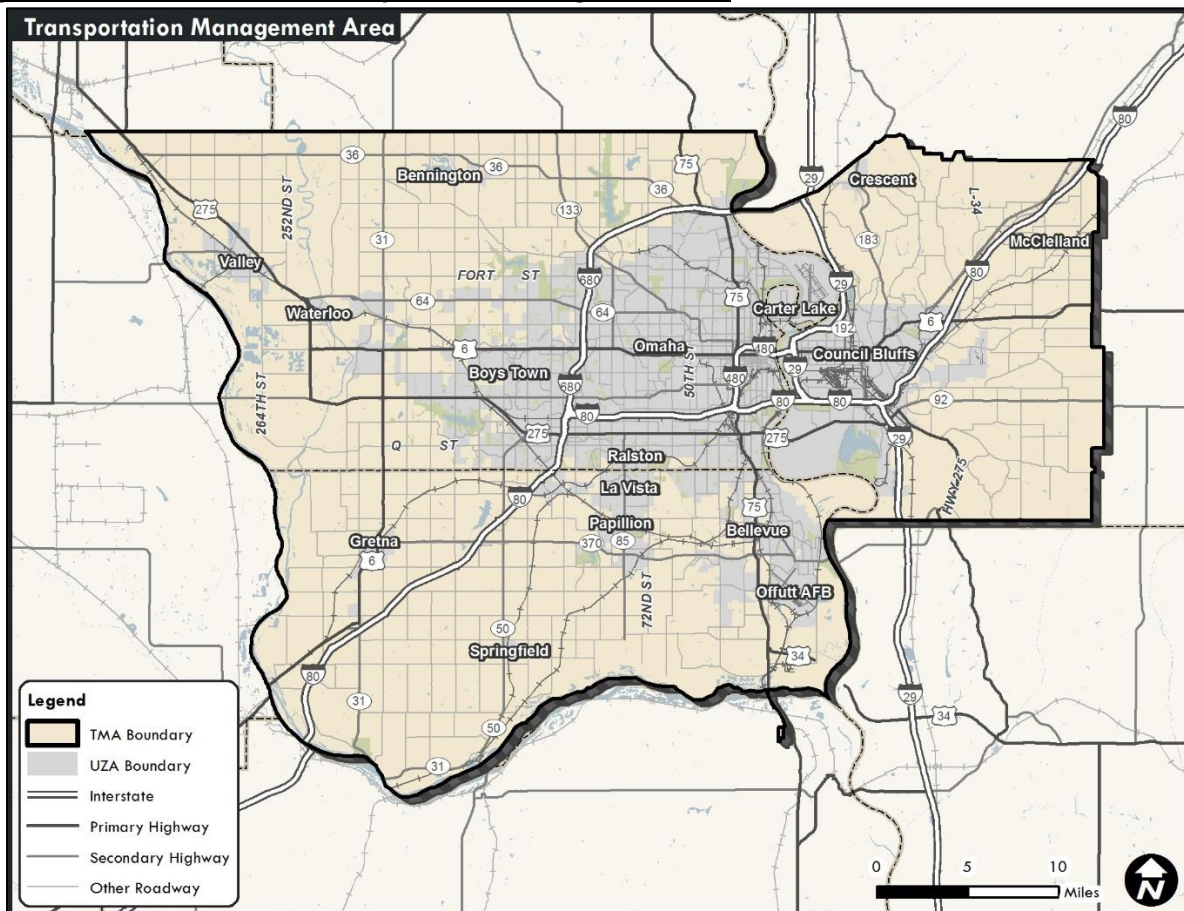
### *Additional Eligibility Requirements for TAP Funding*

In addition to the above eligibility standards, projects seeking TAP-MAPA funding must meet the following minimum eligibility requirements:

1. Project must be listed in the MAPA 2040 Long Range Transportation Plan as required by the FAST Act.
2. Minimum match of 20 percent local (non-federal) funding as required by the FAST Act.
3. Projects must be submitted by local public agencies (LPAs) (including school districts) in the MAPA Transportation Management Area (MAPA TMA). The TMA encompasses Douglas and Sarpy Counties in Nebraska and the urbanized area surrounding Council Bluffs in Pottawattamie County, Iowa.

Failure to meet any of the above criteria will result in immediate disqualification of the submitted project for TAP-MAPA funding.

**Figure 1: MAP of the MAPA Transportation Management Area**



## 2) MAPA Transportation Alternatives Program Committee (TAP-C)

### *Membership*

Transportation alternatives projects in the MAPA TMA are subject to the review and approval of the MAPA Transportation Alternatives Program Committee (TAP-C). TAP-C is an eighteen member stakeholder committee of the Transportation Technical Advisory Committee (TTAC) that includes planners, engineers, advocates, and other staff from local and state jurisdictions. Membership of the Transportation Alternatives Program Committee includes members of the larger MAPA TTAC and outside organizations and representatives. Appointments to the Transportation Alternatives Program Committee are reviewed and approved by the Transportation Technical Advisory Committee

TAP-C membership was formalized through the adoption of bylaws in late 2013 with review and approval by TTAC and the MAPA Board of Directors. Organizations and individuals currently represented on the TAP Committee are as follows:

- City of Omaha Public Works
- City of Omaha Planning
- City of Omaha Parks
- City of Council Bluffs
- City of Bellevue
- City of Springfield
- City of La Vista
- City of Papillion
- Douglas County
- Sarpy County
- Papio-Missouri River Natural Resources District (PMNRD)
- Metro Transit
- Nebraska Department of Roads (NDOR)
- Iowa Department of Transportation (IDOT)
- Douglas County Health Department
- Transportation Advocates (ModeShift Omaha)
- Public Health Advocate (Live Well Omaha)
- Public Representative

TAP-C membership will be reevaluated to determine turnover strategies for the membership of any rotating positions that are identified.

## 3) Project Submission Guidelines

Jurisdictions submitting applications must abide by the timeline listed in this guidance document. Applications for three project types have been created in order to evaluate each project class. Jurisdictions must select a project category and prepare the required documentation to the best of their abilities.

The final application for a TAP-MAPA project may include a one-page narrative of the project that may include details outside those requested in the application forms. This one page narrative should be submitted in Times New Roman 12pt font with one (1) inch margins. Additional pages or documentation will not be considered in the final scoring of the application.



Project applications for FY 2023 TAP-MAPA funding should be submitted no later than 4:30pm on January 6, 2017 to:

MAPA Project Selection  
Metropolitan Area Planning Agency  
2222 Cuming Street  
Omaha, NE 68102

Project applications and questions concerning this process may also be emailed to [mapa@mapacog.org](mailto:mapa@mapacog.org).

### *Evaluation of Project Applications*

Following an initial eligibility determination, project applications are evaluated and scored by MAPA staff based upon their particular project type and the information supplied. MAPA staff will recommend a prioritization of projects to TAP-C for approval at the Final Selection Workshop. Projects selected during this workshop will be incorporated into the Draft FY2019 MAPA Transportation Improvement Program as allowed by fiscal constraint.

The Draft MAPA TIP is then presented to and voted on by the MAPA TTAC and MAPA Board of Directors. After approval of the draft and the duration of the public comment period, the TIP is again presented to TTAC and the Board of Directors as a final document. Once the final TIP is approved it is submitted to MAPA's state and federal partners for approval and inclusion in the State Transportation Improvement Programs (STIPs).

### *Project Selection Process and Funding Implementation*

To streamline the STP and TAP funding project selection process, and to ensure the effective use of federal funds, MAPA will allocate funding of projects in the TIP using a two gate process to move projects into the implementation year. The implementation year, or year 1, of the TIP is the fiscal year during which funding for a project of project phase can be obligated. In addition to ranking projects based on criteria, projects will also be evaluated based on each project's timeline of implementation and fiscal constraint within the TIP. The two gate process will allow projects to advance from the illustrative years to the implementation year of the TIP:

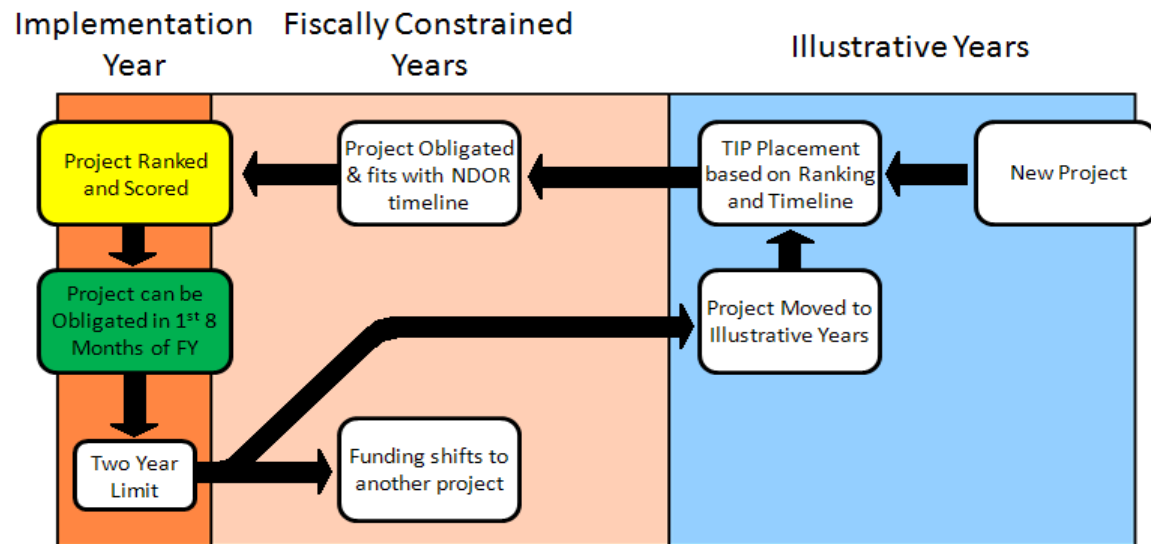
- **First Gate** – New Projects and projects wanting to move from the illustrative years to the fiscal constraint years are ranked and placed in the TIP based on each individual project's ranking, timelines, and the available funding per year.
- **Second Gate** - Projects that can be obligated within the first 8 months of the fiscal year will be moved to the implementation year of the TIP based on NDOR timelines and fiscal constraints.

Each project that will be programmed in the TIP must submit an attainable timeline, will be ranked by MAPA staff, and approved by the TAP Committee before it will be placed in the TIP. The TAP Committee will have flexibility in selecting projects that are deemed to be a higher priority to the committee. Projects will be allowed to present an argument for implementation before the TAP Committee if the project sponsor wishes to challenge the points total or scoring of the project. No project will be allowed to move into the implementation year unless the project timeline has been approved by the TAP Committee, TTAC, and MAPA's Board of Directors.

Only project phases that can be obligated within the first 8 months of the fiscal year based on NDOR's timeline will be eligible to be moved to the first year of the TIP. In order to ensure implementation and effective use of STP and TAP funding, projects are limited to two years in the implementation year (most

recent year) of the TIP. If a project cannot be obligated within two years, the project phase or phases will be moved to Advanced Construction or a later year within the TIP, or funding will be reallocated to another project. This will help ensure that deadlines will be met, and help those projects that have been moved forward most effectively to proceed to construction and completion.

**Figure 2: Diagram of the Project Programming Process**



## A) Prioritization Model for Regional TAP Funding

### General Overview

The Transportation Alternatives Program Committee has identified the need for the construction of additional alternative transportation facilities throughout the region. Eligible construction activities under the Fixing America's Surface Transportation law are noted in Section 1 of this Policy Guide.

As a part of its Regional Bicycle Pedestrian Plan, MAPA developed a prioritization tool to evaluate and select TAP projects for the region. The Transportation Alternatives Program Committee identified new criteria and variables that are appropriate measures to prioritize TAP funding for the Omaha-Council Bluffs region. A summary of the revised TAP criteria and variables is shown below:

**Table 1: Overview of FY2019 Transportation Alternatives Program (TAP) Criteria**

Factor	Weight	Selection Criteria	Data Source	Buffer (if applicable)
<b>Support</b>	5	Local Match %	Project Application	–
		Multi-Jurisdictional/ Partnerships	Project Application and Documentation	–
<b>Safety</b>	7	Physical Separation of Proposed Facility	Project Application and MAPA Review	–
		Density of Pedestrian Crashes (Pedestrian Crashes (2011-2013)/Route Length)	NDOR Highway Safety Improvement Database; INTRANS Crash Database	–
		Posted Speed Limit	Project Application and MAPA Review	–
		Future Traffic Volume (ADT)	MAPA Travel Demand Model	Volume within Project Corridor
<b>Demand</b>	6	Population density within 1/2 mile	MAPA Land Use Activity Allocation Model (LUAAM)	1/2 Mile
		Employment density within 1/2 mile	MAPA Land Use Activity Allocation Model (LUAAM)	1/2 Mile
		Proximity to Schools (Including Universities)	INFOGROUP data and MAPA Review	1/4 Mile
<b>Connectivity</b>	9	Level of Transit Service	Metro Transit	1/4 Mile
		Connectivity to Existing Facilities	MAPA Regional Bicycle-Pedestrian Master Plan	1/4 Mile
		Connectivity to MAPA Priority Corridors	MAPA Project Selection Committee (ProSeCom)	1/4 Mile
<b>Equity</b>	6	Proximity to Environmental Justice Areas	MAPA Transportation Improvement Program (TIP)	Within EJ Area; partially within EJ area
		Community Access to a Vehicle (% No Vehicle Households)	2012 American Community Survey	1/2 Mile

### *Scaling of Scores for Selection Variables*

Scaling of criteria variables allows the characteristics of projects to be compared directly. Many variables were scaled based on whether they satisfied a particular criteria (e.g. connecting to a priority corridor). For these kinds of variables, projects which do satisfy the criteria will be scaled to a value of ten (10); conversely, projects which did not satisfy the criteria will be scaled to a value of zero (0).

In order to account for the wide ranges of values that can be expected for other types of variables, the TAP-C elected to use two methods of proportional scaling to directly compare projects. This method of scaling directly compares a project's "raw" value to the distribution of other values from the other projects being considered. The formulas for this method of scaling is shown below:

$$\text{Proportionate Scaling} = 10 * \frac{\text{Project Value} - \text{Minimum}}{\text{Maximum} - \text{Minimum}}$$

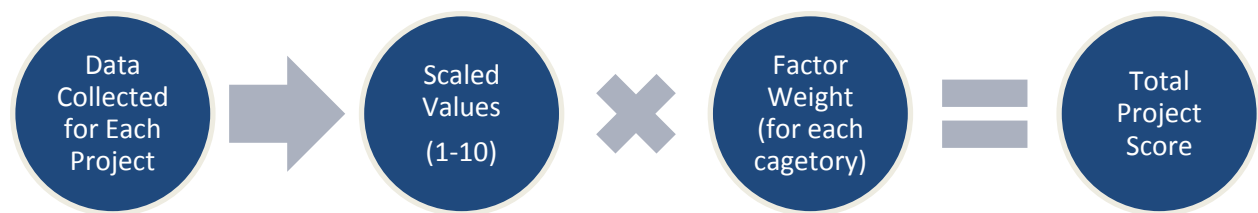
Proportionate scaling is useful for when a higher "raw" value is preferred (e.g. employment density) but where the range of values for a set of projects could be very broad and difficult to compare directly. Proportional scaling allows projects that far exceed the other comparison projects to receive a greater share of the points.

### *Weighting of Factors*

Factors weights are based on stakeholder input through the Regional Bicycle Pedestrian Plan and the development of initial TAP criteria for the MAPA region in 2013. These weights establish the relative priority given to various measures and characteristics of a TAP project.

Ultimately, these weights are utilized to calculate a projects total score. The scaled values for each variable are multiplied by the factor weight for that category to provide a total score for that factor. This process is illustrated in Figure 3 below.

**Figure 3: Overview of the Scoring Process for TAP Projects**



The total scores calculated through this process will be presented to the TAP-C for review and discussion. Because the factor weights differ, a project's score in categories may vary greatly and still rank high among its peer projects. Ultimately, programming recommendations are made by the TAP-C and the Transportation Technical Advisory Committee (TTAC) to the MAPA Board of Directors.

## B) Overview of Criteria for Construction & Infrastructure Projects

A detailed discussion of the criteria and variables summarized in Table 1 is included within this section. MAPA has included a discussion of the intent behind each measure, the data source utilized for each criteria, and the method of scaling applied within the TAP Prioritization Model.

### *Support (Weight = 5)*

#### **Percentage of Local Match**

While there is a minimum requirement of 20 percent local match for Federal-Aid projects, MAPA encourages submitting jurisdictions to take a greater stake in their projects. MAPA will calculate the percentage local match for a project based on the information submitted in the project application. For projects which exceed 30% local match, the percentage value of match for that project will be used as the data.

*Data Source:* Project Application

*Method of Scaling:* Proportional

#### **Multi-Jurisdictional Projects & Partnerships**

The TAP-C identified funding diversity and partnerships as important measures of community support for a project. Project sponsors will be asked to identify and document funding partnerships in the project application through letters of support. MAPA will tabulate the number of supporting agencies and organizations submitted with the application

*Data Source:* Project Application

*Method of Scaling:* Proportional

### *Safety (Weight = 7)*

#### **Physical Separation of Proposed Facility**

The level of protection afforded by a particular infrastructure improvement quantifies the impact that a project will have on the safety of cyclists, pedestrians, and motorists. The TAP-C quantified this “Conflict Factor” based on the level of physical separation between motorized vehicles and non-motorized modes of transportation. Physical separation will be measured with high, medium, and low values based on the matrix illustrated in Table 2 below.

**Table 2: Matrix of Physical Separation for Bicycle and Pedestrian Facilities**

Conflict Factor	Bicycle Infrastructure	Pedestrian Infrastructure	Points
<b>Physically Separated Facilities</b>	Cycletracks, protected bike lanes, bike lanes buffered by parking, grade separated crossings	Pedestrian safety barriers, grade separated crossings,	<b>3</b>
<b>Buffered Facilities &amp; Intersection Improvements</b>	Bicycle boulevards, on-street buffered bike lanes, multi-use trails, bike boxes, new signalized bicycle crossing	Curb extensions, mid-block crossings, new signalized pedestrian crossings, pedestrian countdown signals	<b>2</b>
<b>On-Street Facilities</b>	Bike lanes, wide curb lanes, sharrows, share the road signage	Pedestrian sidepaths, Safe Routes to School signage	<b>1</b>

*Data Source:* Project Application  
*Method of Scaling:* Proportional

### Density of Pedestrian Crashes (2013-2015)

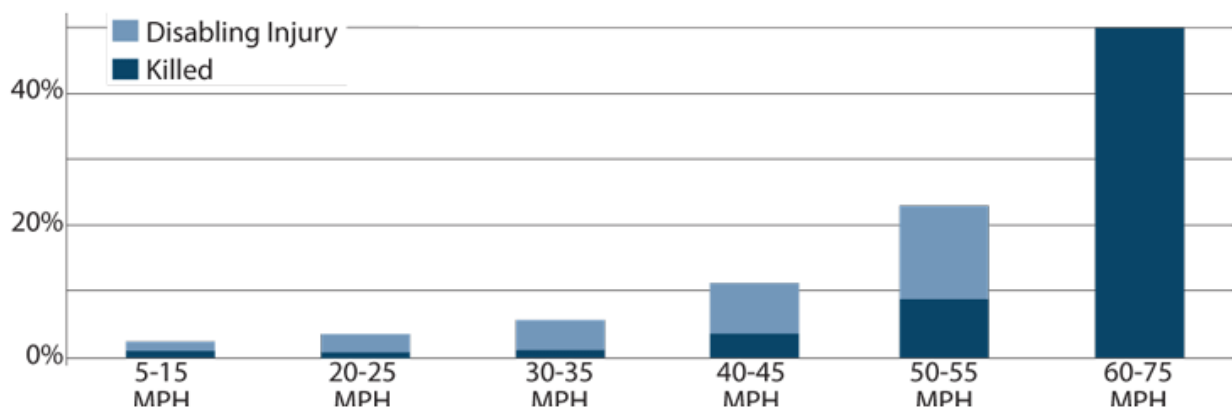
The number of pedestrian crashes occurring at a project's location allows the TAP-C to quantify the safety risks to both motorists and users of non-motorized vehicles as well. The total number of pedestrian crashes for three years along a project route will be calculated in ArcGIS using the crash databases from state partners. This crash total will be converted to a measure of crash density by dividing the total number of crashes by the project's length (in miles).

*Data Source:* State Crash Databases (NDOR Highway Safety Improvement Database; INTRANS Crash Database)  
*Method of Scaling:* Proportional

### Posted Speed Limit

Cyclists and pedestrians are at the greatest risk for injury and death when an accident occurs where speed limits are high. FHWA has collected data on these risks and these risks are illustrated in Figure 4 below.

**Figure 4: Risk of Disabling Injury and Death for Cyclists in Traffic Accidents with Motor Vehicles**



MAPA will identify the average speed limit for the proposed facility based on either 1) the proposed route or 2) a parallel route that makes a similar connection (in the case of trails or other off-street facilities). The values in Table 3 will be assigned to projects based on the identified speed limit for a project:

**Table 3: Risk of Pedestrian and Cyclist Fatality in Traffic Accidents by Speed Limit**

	15 MPH and Under	20-25 MPH	30-35 MPH	40-45 MPH	50-55 MPH
<b>Risk of Fatality</b>	0%	.76%	1.52%	3.81%	8%

*Data Source:* Project Application & MAPA Review  
*Method of Scaling:* Proportional

### Future Traffic Volume

In order to estimate the value of safety improvements in the future, estimates of future Average Annual Daily Traffic (AADT) along project routes will be considered in the prioritization process. MAPA will

utilize its Travel Demand Model to estimate AADT on either 1) the proposed route or 2) a parallel route that makes a similar connection (in the case of trails or other off-street facilities)

*Data Source:* MAPA Travel Demand Model

*Method of Scaling:* Proportional

### *Demand (Weight = 6)*

#### **Population Density**

The density of population along a project's route is a good indicator of demand for a project and the potential for usage of a facility. MAPA will calculate the average population density within one-half (1/2) mile of a project corridor in ArcGIS using the population estimates utilized in MAPA's Land Use Activity Allocation Model.

*Data Source:* MAPA LUAAM (based on 2010 Census population)

*Method of Scaling:* Proportional

#### **Employment Density**

The density of employment along a project's route is another indicator of demand for a project and its connection to job centers and other areas of activity. MAPA will calculate the average employment density within one-half (1/2) mile of a project corridor in ArcGIS using the population estimates utilized in MAPA's Land Use Activity Allocation Model.

*Data Source:* MAPA LUAAM (based on INFOGROUP database)

*Method of Scaling:* Proportional

#### **Proximity to Schools**

Schools are important generators and attractors of bicycle and pedestrian activity. The total number of school facilities (including universities) within one-quarter (1/4) mile of a project corridor will be tabulated for each project.

*Data Source:* MAPA GIS Database (based on INFOGROUP and county databases)

*Method of Scaling:* Proportional

### *Connectivity (Weight = 9)*

Enhancing connectivity within the multimodal transportation network is a critical goal of the 2040 MAPA LRTP. The TAP-C identified investments that make connections between modes and activity centers within the MAPA region as key priorities of the program.

#### **Level of Transit Service**

The second metric of connectivity is Transit Connectivity. The TAP-C determined that alternative transportation projects occurring along corridors with a high frequency of transit service provide important multimodal connections for the region. The level of transit service for a particular project will be measured by accounting for the total number of bus trips scheduled to provide service within 1/4 mile of the project's location on an average weekday. This measurement accounts for both the number of bus lines intersecting the project area and the frequency of transit service on each of those lines.

Access to transit routes will be measured at the following types of existing facilities: transit centers, park and ride lots, transit stops, or new facilities proposed for completion prior to 2019.

*Data Source:* Metro Transit  
*Method of Scaling:* Proportional

### **Connectivity to Existing Facilities**

The TAP-C noted that leveraging investments in the existing multi-modal transportation network is an important priority of MAPA's TAP program. MAPA has compiled a GIS database of existing bicycle facilities (including trails, bike lanes, and other on-street facilities) as a part of its Regional Bicycle-Pedestrian Master Plan. Projects will receive the maximum scaled value (10 points) if there are existing bikeway and recreational trail facilities within one-quarter (1/4) mile of the project route.

*Data Source:* MAPA GIS Database (based on Regional Bike-Ped Master Plan)  
*Method of Scaling:* Full Points or No Points

### **Connectivity to MAPA Priority Corridors**

The priority corridors shown in Figure 5 (next page) were identified by the MAPA Project Selection Committee (ProSeCom) to be the most important transportation facilities that support the movement and access of people and goods in the MAPA Region. These corridors also represent key activity centers within the MAPA region and are important connections in the multi-modal transportation network. Projects will receive the maximum scaled value (10 points) if it is located within one-quarter (1/4) mile of an identified priority corridor.

*Data Source:* MAPA GIS Database (based on Project Selection Committee Criteria)  
*Method of Scaling:* Full Points or No Points

## **Equity (Weight =6)**

### **Accessibility for Environmental Justice Populations**

Projects that invest in areas with disproportionately high-minority and low income populations will receive additional consideration through this process. Areas of high-minority concentration, low income concentration and those areas that are both high-minority and low income are shown in Figure 5 (next page). These areas were identified by an analysis of socioeconomic data conducted by MAPA which was accepted by the MAPA Policy Board. The allocation of points under this metric is based on the location of projects in relation to Environmental Justice areas, describe in Table 4 below.

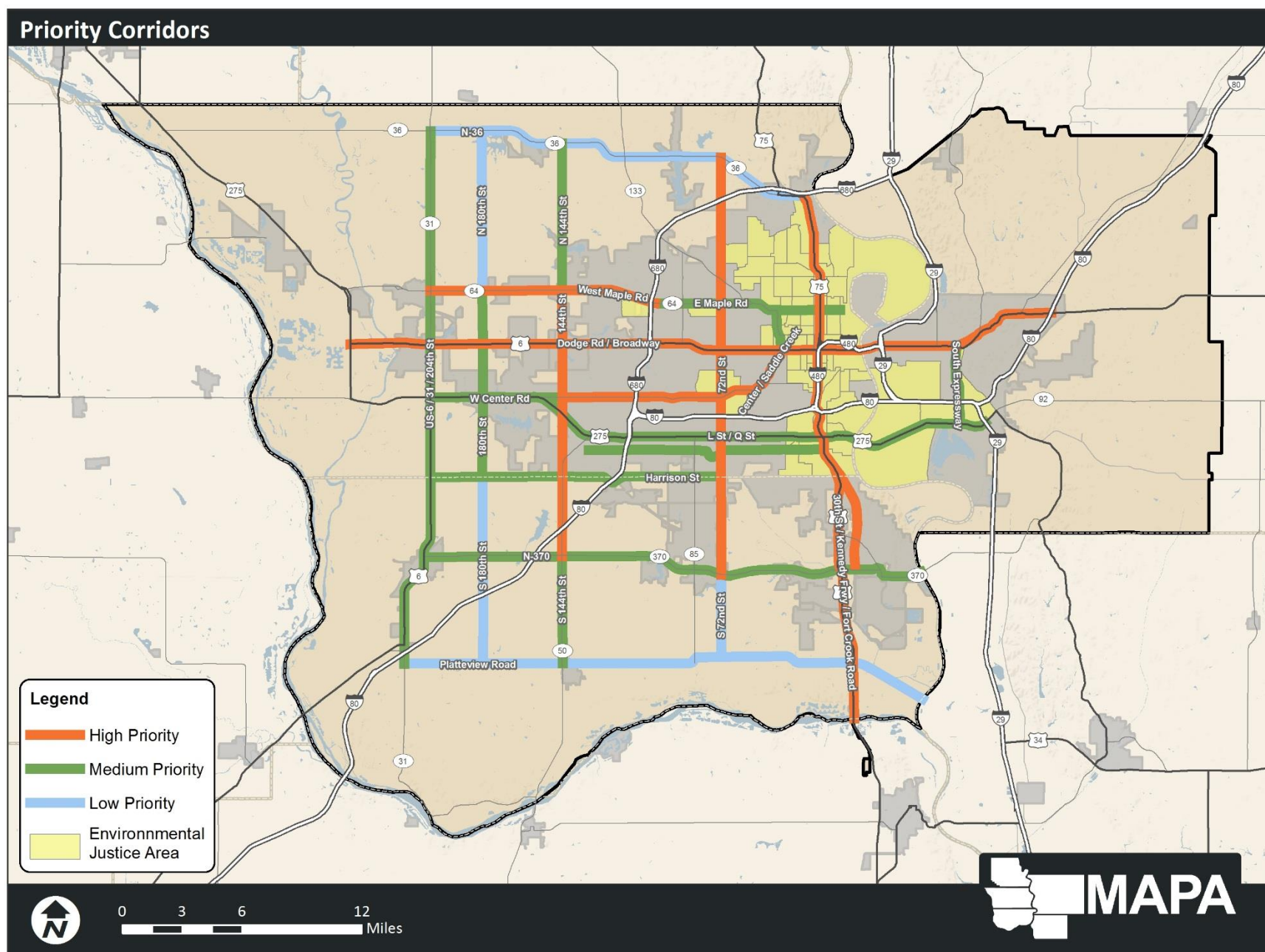
**Table 4: Distribution of Points for Proximity to Environmental Justice Areas**

Location	Points
Completely Within EJ Areas	2
Partially within EJ Area	1
Completely Outside EJ Area	0

*Data Source:* MAPA GIS Database (based on approved EJ Areas)  
*Method of Scaling:* Proportional



**Figure 5: MAPA Regional Priority Corridors**



### **Community Access to a Vehicle**

Access to an automobile is varied across the MAPA region. In order to prioritize investments in areas where bicycle and pedestrian investments can have the greatest impact, the TAP-C noted that the percentage of households with no access to a vehicle should be calculated. The average percentage of non-vehicle households within one-half (1/2) mile of a project corridor will be calculated for each project.

*Data Source:* American Community Survey (ACS)

*Method of Scaling:* Proportional

## **C) Overview of Criteria for Non-Infrastructure Projects**

### *General Guidelines*

The Transportation Alternatives Program Committee determined that non-infrastructure investments are an important aspect of meeting MAPA's LRTP goals related to complete streets and mode shift. Education initiatives focused on modes of travel other than private single-occupancy vehicles such as walking, bicycling, and Safe Routes to Schools were identified as the primary needs of the MAPA region.

Eligible construction activities under the Fixing America's Surface Transportation law are noted in Section 1 of this Policy Guide. Notable differences from previous transportation authorization bills include the ineligibility of bicycle or pedestrian safety education for adults.

The TAP-C does not anticipate many applications for non-infrastructure projects at present. As such, no quantitative measures for efficacy or need have been developed at this time. Applicants interested in applying for TAP funding for non-infrastructure projects should submit a narrative proposal not to exceed seven (7) pages in length. Narratives should be organized to address the key priority areas identified by the TAP-C below:

#### **Accessibility for Environmental Justice Populations**

Projects that invest in areas with disproportionately high-minority and low income populations will receive additional consideration through this process. Areas of high-minority concentration, low income concentration and those areas that are both high-minority and low income are shown on the MAPA Priority Corridors Map (included in this Policy Guide). These areas were identified by an analysis of socioeconomic data conducted by MAPA which was accepted by the MAPA Policy Board. The allocation of points under this metric is based on description of the project activities in relation to Environmental Justice areas. Projects which take place at facilities within an environmental justice area or has clear benefits for environmental justice populations will be recognized and prioritized by the TAP-C.

#### **Comprehensiveness**

The Transportation Alternatives Program Committee determined that the comprehensiveness of the education programs offered was a key factor in the evaluation of potential projects. In order to have the greatest impact, points are allocated based on the comprehensiveness of the content delivered by the proposed education program. Projects which address both bicycling and walking safety education are more favorable than those that only focus on one mode.

#### **Need for the Proposed Project**

As resources for bicycle safety education and Safe Routes to School activities are limited, the TAP-C wanted to ensure that there was little or no duplication between programs across the

region. The need for the proposed project is quantified based on the geographic reach of the project and whether a similar program has been offered recently. A brief description of the project's impact and its relationship to other education programs in the region will be provided by applicants. Projects which enhance educational opportunities available to residents within the community are more favorable than those that duplicate existing services and programs

#### **Percentage of Local Match**

While there is a minimum requirement of 20 percent local match for Federal-Aid projects, MAPA encourages submitting jurisdictions to take a greater stake in their projects. Projects with a non-federal share of funding over 30% are more favorable than those meeting minimum matching requirements.

#### **School District Impacts**

Safe Routes to School education activities were identified by the Transportation Alternatives Program Committee as an important activity to encourage within the MAPA region. In order to encourage regionally significant education programs, the TAP-C felt non-infrastructure projects should promote collaboration within and between school districts in the region. Projects that engage multiple school districts and/or multiple school facilities are more favorable than those targeted at a single school facility.

#### **Educational Materials**

In order to ensure that high quality education programs are implemented throughout the region, the TAP-C determined that source of educational materials for proposed projects was an important factor to consider. Projects which will utilize best practices from national organizations such as the League of American Bicyclist, the Alliance for Walking & Biking, or an equivalent organization will receive priority over those that do not identify the source of educational materials.

## 4) Project Application Form

FY2018 Transportation Alternatives Program (TAP) Application

Metropolitan Area Planning Agency (MAPA)

### FY2016 Transportation Alternatives Program (TAP) Application

#### General Information

Applicant:			
Mailing Address:			
City:	State:	Zip Code:	
Staff Contact:			Phone
Type of Applicant:			
If "Other", please specify			

#### Project Information

**Project Title:**

**Project Description:** Please provide details about the proposed facility including the project's location, the length of the project, and type of work proposed

Please select one of the follow eligible activities that corresponds to the proposed project

Please Select:

**1 Trails & Bicycles**

- 1.1** | Facilities for pedestrians and bicycles including safe routes for non-drivers
- 1.2** | Conversion and use of abandoned railway corridors

**2 Scenic & Historic**

- 2.1** | Construction of turnouts, overlooks, and viewing areas
- 2.2** | Inventory, control, or removal of outdoor advertising
- 2.3** | Historic Preservation and rehabilitation of historic transportation facilities
- 2.4** | Archaeological activities relating to impacts from another eligible activity

**3 Safe Routes to School (SRTS)**

- 3.1** | Infrastructure (sidewalks, trails, signals, addressing K-8 need)
- 3.2** | Non-infrastructure (public awareness, education, training, etc.)

**4 Environmental**

- 4.1** | Vegetation management practices in the transportation right-of-way
- 4.2** | Highway-related stormwater management
- 4.3** | Reduction of vehicle-caused wildlife mortality or restoration of habitat connectivity

## FY2018 Transportation Alternatives Program (TAP) Application

Funds Requested (\$1,000s)	Federal	State	Local	Total
PE/NEPA/Final Design				0
ROW				0
Utilities/Construction/CE				0
Total	0	0	0	0

Please identify funding partners contributing non-federal match to the project (letters of support/documentation required)

### Safety & Security

Which of the following facilities (if any) are included in the design of this project?

Bicycle Facilities		Pedestrian Facilities	
Cycletrack(s)		Pedestrian Safety Barrier(s)	
Bike Lane(s) Buffered by Parking		Grade Separated Crossing(s)	
Grade-Separated Crossing(s)		Curb Extensions	
Bicycle Boulevard Implementation		New, Signalized Pedestrian Crossing(s)	
On-Street Buffered Bike Lane(s)		Mid-Block Crossing(s)	
Multi-Use Recreational Trails		Pedestrian Sidepath(s)	
New, Signalized Bike Crossing(s)		Safe Routes to School Signage	
Painted Bike Lane(s)			
Widened Curb Lane(s)			
Painted Sharrows			
"Share the Road" Signage			
Wayfinding Signage			

What is the average speed limit along the project route (in mph)?

### Cultural & Historical Resources

Is this project located within a designated scenic or historic byway corridor?

If so, has the project been endorsed by appropriate byway board?

Does this project improve or affect any historic transportation facilities?

If yes, please describe:

### Application Checklist

Complete Transportation Alternatives Program Application

Project Locational Map

Project locational map should show the limits of the project, and the projects relationship to other roadways or transportation facilities.

Completed DR-530 Form\*

Completed DR-53 Form\* (Probable Class of NEPA Action Form)

Documentation (Letters of Support) from Funding Partners

\* Nebraska projects only, both forms are available from the NDOR at the link below

<http://www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html>

## Definitions

**Access-** is the ability to reach desired goods, services, activities and destinations (together called *opportunities*).

Four general factors affect physical accessibility:

1. *Mobility*, that is, physical movement. Mobility can be provided by walking, cycling, public transit, ridesharing, taxi, automobiles, trucks and other modes.
2. *Mobility substitutes*, such as telecommunications and delivery services. These can provide access to some types of goods and activities, particularly those involving information.
3. *Transportation system connectivity*, which refers to the directness of links and the density of connections in path or road network.
4. *Land use*, that is, the geographic distribution of activities and destinations. The dispersion of common destination increases the amount of mobility needed to access goods, services and activities, reducing accessibility.

**Advance Construction-** Advance construction and partial conversion of advance construction are cash flow management tools that allow states to begin projects with their own funds and only later convert these projects to Federal-aid. Advance construction allows a state to request and receive approval to construct Federal-aid projects in advance of the apportionment of authorized Federal-aid funds. Under normal circumstances, states "convert" advance-constructed projects to Federal aid at any time sufficient Federal-aid funds and obligation authority are available, and do so all at once. Under partial conversion, a state may obligate funds for advance-constructed projects in stages.

**Alternative Transportation-** Refers to modes of travel other than private single-occupancy vehicles such as walking, bicycling, carpooling, or transit.

**Bicycle Signal-** A bicycle signal is an electrically powered traffic control device that should only be used in combination with an existing conventional or hybrid signal. Bicycle signals are typically used to improve identified safety or operational problems involving bicycle facilities. Bicycle signal heads may be installed at signalized intersections to indicate bicycle signal phases and other bicycle-specific timing strategies. In the United States, bicycle signal heads typically use standard three-lens signal heads in green, yellow, and red lenses. Bicycle signals are typically used to provide guidance for bicyclists at intersections where they may have different needs from other road users (e.g., bicycle-only movements, leading bicycle intervals).

**Bike Box-** A bike box is a designated area at the head of a traffic lane at a signalized intersection that provides bicyclists with a safe and visible way to get ahead of queuing traffic during the red signal phase.

**Bike lane-** A Bicycle lane is defined as a portion of the roadway that has been designated by striping, signage, and pavement markings for the preferential or exclusive use of bicyclists.

**Buffered Bike Lane-** Buffered bike lanes are conventional bicycle lanes paired with a designated buffer space separating the bicycle lane from the adjacent motor vehicle travel lane and/or parking lane. A buffered bike lane is allowed as per MUTCD guidelines for buffered preferential lanes.

**Cycle Track-** A cycle track is an exclusive bike facility that combines the user experience of a separated path with the on-street infrastructure of a conventional bike lane. A cycle track is physically separated from motor traffic and distinct from the sidewalk. Cycle tracks have different forms but all share common elements—they provide space that is intended to be exclusively or primarily used for bicycles, and are separated from motor vehicle travel lanes, parking lanes, and sidewalks. In situations where on-street parking is allowed cycle tracks are located to the curb-side of the parking (in contrast to bike lanes). Cycle tracks may be one-way or two-way, and may be at street level, at sidewalk level, or at an intermediate level. If at sidewalk level, a curb or median separates them from motor traffic, while different pavement color/texture separates the cycle track from the sidewalk. If at street level, they can be separated from motor traffic by raised medians, on-street parking, or bollards. By separating cyclists from motor traffic, cycle tracks can offer a higher level of security than bike lanes and are attractive to a wider spectrum of the public.

**Description-** A brief description of the project; should include location information, limits of construction, impacts, etc.

**Eligible Applicants-** Project applications may be submitted by eligible sponsors located within the MAPA Transportation Management Area (TMA), including: Douglas County and its cities, Sarpy County and its cities, the City of Council Bluffs, City of Crescent, City of McClelland, and Pottawattamie County (within the TMA Boundary), and other entities identified by the FAST Act.

**Environmental Justice-** The fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies.

The three fundamental principles for Environmental Justice for US DOT programs are shown below:

1. To avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority populations and low-income populations.
2. To ensure the full and fair participation by all potentially affected communities in the transportation decision-making process.
3. To prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority and low-income populations.

**Equity-** Refers to the distribution of resources and opportunities. Transportation decisions can have significant equity impacts. Transportation represents a major portion of consumer, business and government expenditures. It consumes a significant portion of public resources, including taxes and public land. Transportation activities have external impacts (noise and air pollution, crash risk and barrier effects) that affect the quality of community and natural environments, and personal safety. Transport determines where people can live, shop, work, go to school and recreate, and their opportunities in life. Adequate mobility is essential for people to participate in society as citizens, employees, consumers and community members. It affects people's ability to obtain education, employment, medical service and other critical goods.



Equity impacts can be difficult to evaluate, in part because the word “equity” has several meanings, each with different implications. There are four general types of equity related to transportation:

1. *Egalitarianism*- This refers to treating everybody the same, regardless of who they are. For example, egalitarianism might be used to justify charging every passenger pay the same fare (regardless of trip length), that each transit rider receive the same subsidy (regardless of income or need), that each resident pays the same amount or tax support transportation services (regardless of income or use), or that roads are unpriced.
2. *Horizontal Equity (also called “fairness”)*- This is concerned with the fairness of impact allocation between individuals and groups considered comparable in ability and need. Horizontal equity implies that consumers should “get what they pay for and pay for what they get,” unless a subsidy is specifically justified.
3. *Vertical Equity With Regard to Income and Social Class*- This focuses on the allocation of costs between income and social classes. According to this definition, transportation is most equitable if it provides the greatest benefit at the least cost to disadvantaged groups, therefore compensating for overall social inequity.
4. *Vertical Equity With Regard to Mobility Need and Ability*- This is a measure of how well an individual’s transportation needs are met compared with others in their community. It assumes that everyone should enjoy at least a basic level of access, even if people with special needs require extra resources and subsidies. Applying this concept requires establishing a standard of Basic Access. This tends to focus on two issues: access for people with disabilities, and support for transit and special mobility services.

**Local Match-** Local match is defined as the portion of total project cost to be covered by the local sponsoring jurisdiction or other non-federal contributor (i.e. the development community). For TAP-MAPA projects, the minimum match percentage is 20 percent.

**MAPA 2040 LRTP-** The MAPA 2040 Long Range Transportation Plan was finalized in 2015 and is the applicable long range transportation plan for the MAPA region. Capital Improvement projects must be listed in the MAPA 2040 LRTP in order to be eligible for TAP-MAPA funding.

**Multi-modal Connectivity-** Multi-modal connectivity refers to enhancing the opportunity to connect between various modes of transportation (i.e. automobile, bus, walking, cycling, etc.).

**New Bike Lane/Path-** New bike lanes or paths refer to the establishment (via on-street striping or separated facilities) of dedicated means of transportation for cyclists and other non-motorized modes of transportation.

**PE/NEPA/Final Design-** PE/NEPA/Final Design refers to the phase of a project per Federal guidelines. For applicable projects, the project sponsor must determine the anticipated budget for this phase when submitting an application for TAP-MAPA.

**Pedestrian Countdown Signal-** The countdown signal displays flashing numbers that count down the time remaining until the end of the flashing “DON’T WALK” (FDW) interval. The countdown



display, which can start at the onset of either the WALK or the FDW display, reaches zero and blanks out at the onset of the steady “DON’T WALK” (DW) display. When the countdown starts at the beginning of the FDW, the duration of the countdown is approximately equal to the pedestrian clearance interval for the crosswalk (the duration may vary according to local signal timing practice).

**Pedestrian Signal-** Pedestrian signals are special types of traffic signal indications installed for the exclusive purpose of controlling pedestrian traffic. They are frequently installed at signalized intersections when engineering analysis shows that the vehicular signals cannot adequately accommodate the pedestrians using the intersection.

**Public Health Impacts-** Public health impacts refer to the manner and consequences a project incurs on the general public’s health. For example, a project that would enhance public health could offer multi-modal connections that encourage active transportation.

**Raised or Depressed Barrier Medians-** Raised or depressed barrier medians refer to the separation of a transportation facility by an island, Jersey barrier, or other means of separation.

**ROW-** Right of Way (ROW) refers to a project development phase during which land is purchased by a sponsoring jurisdiction. The sponsor jurisdiction is responsible for denoting the amount of funding requested for Right of Way acquisition during project development.

**Sharrows-** Shared Lane Markings (SLMs), or “sharrows,” are road markings used to indicate a shared lane environment for bicycles and automobiles. Among other benefits shared lane markings reinforce the legitimacy of bicycle traffic on the street and recommend proper bicyclist positioning. The shared lane marking is not a facility type, it is a pavement marking with a variety of uses to support a complete bikeway network. The MUTCD outlines guidance for shared lane markings in section 9C.07.

**Share the Road Signage –** Share the Road signage refers to signs placed along designated bike routes to remind and inform motorists that cyclists may be present. For project applications, this type of signage applies to “Bikes May Use Full Lane” signs that are often used in combination with painted sharrows. The MUTCD outlines guidance for the placement of these kinds of signage and other pavement markings.

**Trail/Path (sometimes referred to Multi-use Trail/Path)-** A bicycle path allows for two-way, off-street bicycle use. If a parallel pedestrian path is not provided, other non-motorized users are legally allowed to use a bicycle path. These facilities are frequently found in parks, along rivers, creeks, and in rail rights-of-way greenbelts or utility corridors where right-of-way exists and there are few intersections to create conflicts with motorized vehicles.

**Transit Operation Features or Amenities-** Transit operation features or amenities refer to enhancements that directly improve the operation or aesthetics of transit in the MAPA region.

**Walkability-** The measure of the overall walking and living conditions in an area; the extent to which the built environment is friendly to the presence of people walking, biking, living, shopping, visiting, enjoying or spending time in an area.

**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)**

- Approved Amendment 1 to the FY2018 UPWP and received state approval of the amendment
- Drafted Amendment 2 to the FY2018 UPWP to incorporate the NIROC Aerial Imagery project into the work program

**Certification Review Action Plan**

- No activity this month.

**Civil Rights & Disadvantaged Business Enterprise (DBE)**

- Attended webinars on the Title VI process in planning
- Worked with community partners on Transit Oriented Development in North Omaha

**RPA**

- No activity this month.

<b>200 End Products</b>		<b>Schedule</b>
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**

- Held annual meeting at the Livestock Exchange Building celebrating 50 years of MAPA serving

the region. Presented MAPA awards for citizenship and regional projects. Mayor Mick Cornett of Oklahoma City delivered the keynote.

**Board of Directors**

- Prepared materials for the monthly Board of Directors meeting.
- Held October Board of Directors meeting.

**Finance Committee**

- Prepared materials for the monthly finance committee meeting.
- MAPA staff worked with the auditors to complete the financial audit.

**Transportation Technical Advisory Committee (TTAC)**

- Held October TTAC meeting
- Drafted agenda and developed meeting materials for December TTAC meeting

**RPA**

- Held October and November meetings of the Policy & Technical Committees

<b>210 End Products</b>		<b>Schedule</b>
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**

- Attended Scenario Planning Consortium workshop

**Transit Planning Activities**

- Held monthly CTC meetings
- Worked with focus groups to develop scoring criteria for 5310 projects
- Organized a subcommittee of the CTC to expand and coordinate education and outreach activities for paratransit
- Presented to local nonprofits on the CTC and the benefits of regional coordination
- Continued coordination with NDOT transit related to vehicle purchases
- Expanded CTC subcommittee efforts for advocacy
- Established coordination efforts between the paratransit providers in Sarpy County

- Worked with the statewide vanpooling network to expand contacts in the Omaha-Council Bluffs region
- Coordinated with NDOT on the creation of a statewide mobility management network for Nebraska

**Bicycles & Pedestrian Planning Activities**

- Attended webinars on inclusive bike and pedestrian communities
- Held walk and bus tours to promote alternative modes of transportation through the Citizen's Academy for Omaha's Future

**Freight Planning & Coordination**

- Drafted formal designation materials for Critical Urban Freight Corridors in the Nebraska portion of MAPA's TMA
- Met with Greater Omaha Chamber Board member to discuss planning forecasts and transportation planning concepts.

**Other Long-Range Studies**

- No activity this month.

**RPA**

- Prepared for and held RPA PC/TAC meeting
- Approved Administrative Modification 1 to the FY2018 Transportation Improvement Program (TIP)
- Coordinated on several regional projects including the Lewis & Clark Trail Project and the Loess Hills Parks to People project
- Continued work on Pottawattamie County Transportation Plan
- Attended the Iowa DOT Safety Meeting in Atlantic

<b>220 End Products for MAPA Work Activities</b>		<b>Schedule</b>
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 1
- Drafted Amendment 2 for TTAC and Board Approval

**Project Selection Activities (STBG, TAP, 5310)**

- Prepared application and instructional documents for Heartland 2050 Mini Grant.
- Communicated with other 5310-granting agencies regarding processes for allocating 5310 funding.

**Transportation Funding Analysis**

- Continued development of memo related to TIP Administration fee

**Development of FY-2019 Transportation Improvement Program (TIP)**

- Met with City of Omaha related to FY2019 projects
- Began developing new database for future TIPs

**Performance Measurement & Reporting**

- Attended performance measurement workshop
- Hosted safety performance measurement workshop

**Local Project Support & Coordination**

- Prepared and reviewed draft RFP for Bellevue Bridge Study
- Scheduled Bellevue Bridge Study steering committee meeting
- Worked with multiple jurisdictions on Highway 34/75 Platte River Bridge bicycle-pedestrian connection. Project funding was approved by all entities.
- Met with Sarpy County to discuss 180th-192nd Street I-80 Interchange Access request.
- Met with State Senator to discuss transportation planning and projects.
- Participated in City of Omaha / Smart Growth America Transit-Oriented Development (TOD) workshop.

**RPA**

- No activity this month.

<b>230 End Products for MAPA Work Activities</b>		<b>Schedule</b>
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**

- Developed a revised outline for the PPP
- Continued ongoing outreach efforts
- Worked with NDOT to formalize coordination efforts
- Convened meeting with local transportation stakeholders to meet with Rep. Bill Shuster (PA), House Transportation & Infrastructure Chair and Rep. Don Bacon.
- Met with Senate delegation staff members to discuss relevant transportation planning items in Congress and locally.
- Worked with local agencies to coordinate outreach efforts and minimize duplications
- Scheduled radio interview for Transportation & Data Manager regarding Interactive Bike Map

**CAC & Citizen's Academy**

- Facilitated Citizens Academy for Omaha's Future workshops
- Developed presentation materials for regional planning and transportation classes

**Publications & Newsletters**

- MAPA Annual Report created and published
- MAPA Newsletter-Sept./Oct. 2017 edition created and published online & in print
- News release on Interactive Bike Map and printed 2017 Omaha Metro Area Bike Map created and disseminated to news media
- News release on CDBG funding awarded to MAPA for housing rehabilitation in Valley and Waterloo created and disseminated to news media

**Online Activities (Websites & Social Media)**

- Published Facebook and Twitter posts about MAPA events and projects and partner projects
- Continued work on new Heartland 2050 website

**Participation in Partner Forums**

- Attended discussions and presented at panels on transportation and transit issues
- Served on panel for Sustainability Forum for the Wellness Commission of the Midlands

**RPA**

- No activity this month.

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 of ArcGIS Online mapping applications for use on MAPA website
- Numerous maps: JLUS, Title VI, ORBT, Bike Omaha Network, social media
- Preparation of crash dataset to be used in regional database
- QA/QC of dataset for Omaha Archdiocese

##### **Technical Reports & Forecasts**

- Continued work on traffic reports and traffic flow map

##### **Travel Demand Modeling Activities**

- Coordination with City of Omaha and Metro on transit oriented development land use scenario

##### **Land Use Activity Allocation Model (LUAAM)**

- Worked on parcel based land use

##### **Census**

- No activity this month.

##### **Aerial Photography (NIROC)**

- Developed and selected aerial photography RFP

##### **RPA**

- No activity this month.

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**

- Participated in a panel for student presentations on air pollution for classes that participated in LSBI school ozone monitoring program
- Campaign survey started by survey firm

#### **Alternative Fuels Activities**

- Coordinated with OPPD on electric vehicle activities
- Met with UNO staff to discuss ways to be more involved in regional EV efforts
- Worked with NDOT to finalize grant and program details
- Attended Metropolitan Utilities District (MUD) annual luncheon
- Attended technology innovation small group convened by Omaha Community Foundation which included discussion of mobility and ridesharing technology.

#### **Travel Demand Management & Other Activities**

- Worked with state and local partners on ridesharing methods and platform development

#### **Congestion Management Process (CMP)**

- Coordinated with NDOT staff on vanpool and rideshare options
- Extended outreach efforts and coordination with the local vanpooling efforts
- Worked with local organizations to develop regional ridesharing options
- Efforts to promote ridesharing opportunities

#### **Metro Area Motorist Assist (MAMA)**

- Continued entry of MAMA data reports into regional database

#### **RPA**

- No activity this month.

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
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### **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**

- Mini-grant instruction and application materials were prepared

##### **27002: Heartland 2050 Committees & Working Groups**

- Continued work on developing Nodes and Corridors white paper and tool kit

##### **27003: Heartland 2050 Technical Analysis and Data Support**

- Continued negotiations with firm regarding Transit Return on Investment Study
- Attended Scenario Planning Consortium workshop in Denver, CO

##### **27004: Heartland 2050 Public Outreach**

- News release on Ability Forum and Block Talks created and disseminated to media

##### **27005: Heartland 2050 Summits and Speaker Series**

- Attended training on facilitating walk audits
- Held 2017 Fall Speakers Series event, “Ability Forum,” with Mark Fenton and AARP, followed by walk audit training and block talks with two Omaha neighborhoods.

##### **27006: Heartland 2050 Site Visits**

- Site visit to Minneapolis, MN, with community leaders and H2050 stakeholders

##### **27007: Heartland 2050 Administration**

- No activity this month.

#### **RPA**

- No activity this month.

<b>270 End Products</b>		<b>Schedule</b>
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

### **Training & Education (280) –**

#### Objective:

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

#### Program Activity:

##### **Technical and Policy Education Activities**

- Planned and coordinated NROC Staff Retreat, including hotel arrangements, agenda, presentations, technology requirements, and payment.
- Attended NROC Staff Retreat
- Attended Scenario Planning Consortium workshop
- Participated in NARC Executive Director's Conference in San Antonio TX.

##### **Related Association Participation**

- No activity this month.

##### **Professional Certification and Memberships**

- No activity this month.

##### **RPA**

- Attended Loess Hills/MO River Regional Trails Meeting
- Attended a REAP training workshop
- Attended Road Safety Workshop

<b>280 End Products</b>		<b>Schedule</b>
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**

- Continued management of staff and departmental activities
- Facilitated monthly staff meetings and project tracking
- Monitored monthly reports and timesheets against unified planning work program

**Personnel Management**

- Held open enrollment for flex spending plan.

**Financial Management**

- Prepared audit report.

**Contracts and Agreements**

- Drafted agreements for NIROC aerial photography project
- Prepared agreement for Intercultural Senior Center for 5310 paratransit funding.
- Working on an agreement with the Iowa Department of Public Health for Complete Street funding in Council Bluffs.

**Quarterly Reporting and Invoicing (NDOR & Iowa DOT)**

- Prepared reimbursement requests for MPO and RPA funding through IDOT.

**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**

- No activity this month.

**Member Mapping Requests**

## MAPA Monthly Progress Report | Reporting Period October 2017

Page | 11

- Worked with City of Papillion on ward redistricting following annexation
- Began work with City of Gretna on ward redistricting following annexation

### 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	<b>Jurisdictional Visits</b>
	Visited Cities of Blair, Ralston, Treynor, and Malvern.
22	<b>Local Planning Assistance</b>
	Mills County Comp Plan (16JEOO01) – Final plan approved by County Board in October. Project is complete.

	Crescent Comprehensive Plan (15CRST01) - Final Plan approved by City Council on 10/2/17.
	Treynor Comprehensive Plan (17TREY01) – Final Plan approved by City Council on 10/9/17.
	Mills County Hazard Mitigation Plan (17MILL02) – Began working on Community Profile section of planning document.
	Participated in Douglas/Sarpy County Integrated Solid Waste Management Plan Task Force meeting at MAPA.
	Discussed land use planning and zoning code updates with the City of Malvern.
	JLUS Implementation (16JLUS01) – Prepared for and had PC/TAC policy committee meeting. Provided drafts of the Drone and Frequency Interference Brochure, Offutt AFB Informational Brochure, Resource Management Guide, and BASH Guide. Completed OEA Grant Financial Report.
	Arlington Zoning - Discussed zoning amendment alternatives and conditional use permit procedures with Arlington village staff.
<b>23</b>	<b>Local Management Assistance</b>
	Village of Washington Nuisance Abatement (18WASH01) - Met with Village Board to discuss follow-up activities. Prepared follow-up letters to property owners that received initial notification correspondence.
<b>24</b>	<b>Grant Writing Assistance</b>
	Submitted a State Farm Grant for the City of Carson for their DTR project.
	NAHTF award finalized in the amount of \$315,000 for the Cities of Valley and Waterloo housing rehabilitation.
	Initiated implementation of the 5-2-1-0 project with the City of Malvern. Needs assessment and strategy to be completed by 1/10/18.

<b>25</b>	<b>Grant Management</b>
	Mills County CDBG-NDR (17MILL01) – Assisted with RFP for watershed planning services. Reviewed invoices and processed reimbursement requests received from project vendors. Reviewed and provided feedback on draft planning services contract.
	Walnut CDBG Water/Sewer Administration (17WALT01) – Attended project status update meeting and visited project site to conduct employee interviews for labor standards compliance. Reviewed invoices and processed reimbursement request received from project contractor. Prepared and submitted public hearing notice for Status of Funded Activities update.
	CITIES Grant Administration (15POTT01, 16POTT03, 17POTT01) – Processed reimbursement requests for project activities.
	CITIES Program Re-capitalization - Attended Iowa West Foundation (IWF) grants workshop in Council Bluffs. Collected project proposals and submitted to CITIES Scoring Committee to Review. Discussed project with County Board. Submitted Letter of Inquiry on behalf of County and applicants to IWF.

**Economic Development Assistance (720) –**

<b>Objective:</b> To provide technical assistance to jurisdictions to identify economic development needs and the resources to meet those needs.	
<b>Function</b>	
<b>21</b>	<b>Economic Development (16EDAA01)</b>
	CEDS - Evaluating content and organization of CEDS document, including merger with transportation planning elements.
	Attended NROC staff retreat in Kearney, NE.
	Ralston CDBG Re-use – met with city of Ralston officials to discuss CDBG re-use procedures and requirements. Prepared service agreement with Ralston to administer city's re-use revolving loan fund. Met with Ralston City Council to discuss re-use program and service agreement with MAPA.

	Attended Sarpy County Economic Development Corporation (SCEDC) quarterly update luncheon.
	Met with local stakeholders to discuss potential Economic Development Study in North Omaha.
<b>22</b>	<b>Housing Activities (16NDED01)</b>
	Participated in Blair Housing Task Force meetings.
	Attended MACCH board meetings in the months of October and November.
	Attended meeting with HUD and metro area nonprofits concerning home homeownership.



## Grant Management - Activity

Organization Profile Training Matthew Roth

Home www.oea.gov Payment Forms

### Notes

1 of 3

Amendment - Offutt AFB (JLUS)

Amendment - Offutt AFB (JLUS)

Organization: Omaha-CB Metropolitan Area Planning Agency	Program Type: Compatible Use	Project Type: Encroachment
GMS: Catherine Tiffner	PM: Karen Safer	Project Number : EN1317
Grant Number: EN1317-16-02	FAIN: HQ00051610217	Report Code: Semi-Annual
Authorizing Official: Greg Youell	Grant Start - End Date: 08/01/2016 - 12/31/2017	Delegated Authority: Matthew Roth
Approved Amount: \$154,001.41	Total Paid: \$11,322.00	Balance Remaining: \$128,678.00
Obligated Federal Amount: \$140,000.00	Deobligated Federal Amount: \$0.00	

- [Activity Details](#)[No Cost Extension](#)[Letters](#)

Grant Preview:

Open

Activity Preview:

Open

☒ No Cost Extension

☐ Change in Scope

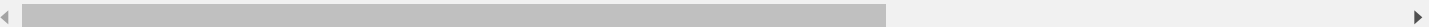
☐ Change in Base Year

☐ Budget Re

☐ Change in

☐ Decrease i

\* Amendment Type:





**Activity Details Amendment Justification**

Currently we are working with communities on comprehensive plan recommendations that are incorporating JLUS recommendations and are taking longer than expected. JLUS recommendations have already been incorporated in the Comprehensive Plans for Mills County in Iowa and Sarpy County in Nebraska. Drafted recommendations are complete for Douglas County, Nebraska. Future recommendations that need to be complete are those for Pottawattamie County and the City of Council Bluffs in Iowa, and Cass County, the City of Plattsmouth, the City of Bellevue, and the City of Omaha in Nebraska.

Other activities that would need to be completed are the JLUS Executive Summary that will be completed at the end of implementation and uploading all the deliverables to a JLUS page on the MAPA website. All activities will be completed on or before April 30, 2018. It is anticipated to have final copies of all comprehensive plan recommendations on or before March 31, 2018 and have a completed JLUS Executive Summary and all deliverable uploaded to the JLUS page of the MAPA website on or before April 30, 2018.

All other documents are either currently being reviewed or have been reviewed and finalized. All other deliverables are expected to be complete on or before December 31, 2017.

**No Cost Extension Justification**

Executive summaries and comprehensive plan recommendations have taken longer than expected. This has been due to changes the format as to how to present the information, as well as, longer than expected time to research and provide actionable recommendations. All drafts for executive summaries have been completed or finalized to this point. JLUS recommendations have already been incorporated in the Comprehensive Plans for Mills County in Iowa and Sarpy County in Nebraska. Recommendations for the rest of the comprehensive plans will be completed in the following months.

1	Complete a final JLUS Implementation Executive Summary	04/30/2018	Complete a final JLUS Implementation Executive Summary	Scheduled
2	Links to Online Documents	04/30/2018	Electronic copies of all maps, executive summaries, and brochures will be available on the MAPA website. All participating jurisdictions will be encourage to provide links as well.	Scheduled
3	MCAOD Maps	Completed	A MCAOD Zoning Map will be tailored to each of the participating jurisdictions. The MCAOD will include the multiple MCA's outlines in the Offutt JLUS as applicable to each participating jurisdiction.	Scheduled
4	Jurisdictional Executive Summaries	12/31/2017	A JLUS Implementation Executive summary will be tailored to each participating jurisdiction. After the analysis of each jurisdictions comprehensive plan, recommendations on zoning ordinances, subdivision regulations, and building codes will be presented in an executive summary.	Scheduled
5	Comprehensive Plan Amendment Recommendations	03/31/2018	A document for each participating jurisdiction will provide an overview of findings and recommendations regarding each jurisdictions comprehensive plan and land use regulations.	Scheduled
6	Drone Usage Brochure	12/31/2017	Informational Brochure on drone usage around Offutt AFB	Scheduled
7	Frequency interference impacts brochure	12/31/2017	Educational material that will provide information of frequency interference	Scheduled
8	Offutt Air Force Base Information Brochure	12/31/2017	Informational brochure describing the Air Force mission and the land needed to effectively conduct the mobilization mission	Scheduled
9	Resource Management Reference Guide	12/31/2017	Reference Guide developed to provide a brief description of various agencies with responsibilities within the MCAOD.	Scheduled
10	BASH Brochure	12/31/2017	Educational brochure on reducing bird and wildlife attractants that may impede safe aircraft operations.	Scheduled
11	Critical Parcel Identification Brochure	Completed	Brochure will identify critical land parcels, legal description, and height limits near Offutt Air Force Base.	Scheduled



Gerd W. Clabaugh, MPA  
Director

Kim Reynolds  
Governor

Adam Gregg  
Lt. Governor

November 27, 2017

Greg Youell  
Executive Director  
Metropolitan Area Planning Agency  
2222 Cuming Street  
Omaha, NE 68102

RE: Request for Contract Information for FY18 Complete Streets Project

Dear Mr. Youell:

Thank you for your interest in provision of services for the complete streets project. Preparation of a contractual agreement requires you to submit project information to the Iowa Department of Public Health (IDPH) for review and approval prior to issuing a contract. The requested information will be submitted through a grant site set up in the IowaGrants.gov Electronic Grant Management system ([www.iowagrants.gov](http://www.iowagrants.gov)).

IDPH expects the contract period to be from January 1, 2018 to September 30, 2018. The anticipated available funds for you to budget are \$9,500. All activities proposed and budgeted must fall within this contract period and comply with the scope of work as described by IDPH and in compliance with the following:

1. Provide education to Regional Planning Affiliate (RPA) cities, counties, and committees on complete streets.
2. Share model complete streets policy language and technical assistance with MPO cities and counties.

The Grant Site will consist of multiple required forms/components. Each form must be completed in its entirety. The required forms are:

- Cover Sheet- General Information
- Business Organization Form
- Personnel
- Contract Implementation Work Plan which shall address all the activities listed above in the scope.
- IDPH Subcontract Form
- Standard Line Item Budget, including justification -
  - It is anticipated that \$9,500 will be available for this project for you to budget within the line items of the budget form

These grant site forms/components must be completed and submitted by September 8, 2017 the Electronic Grant Management System at [www.iowaGrants.gov](http://www.iowaGrants.gov).

In order to begin working on the forms, you and any other individuals that need access to the forms must be registered within IowaGrants.gov. Once registered, the Grantee Contact for this Grant Site will be responsible to ensure appropriate individual(s) have registered within IowaGrants.gov and are granted access to the site. You will go to the General Information Component of the Grant Site to add individuals. Note that all assigned individuals to the Grant Tracking site have full rights (add, modify, and delete) for all Grant Tracking components including contractual forms, reporting forms, and claims submission.

This request of information within the grant forms/components of this grant site does not constitute the formation of a contract between IDPH and the recipient organization. Your organization shall not acquire any legal or equitable rights relative to the contract services until a contract is fully executed. Following the IDPH's approval of the requested information, IDPH will issue a contract via email for signature.

If you have any questions about the requested information or process, please contact Sarah Taylor Watts, 515-242-6709 and [sarah.taylorwatts@idph.iowa.gov](mailto:sarah.taylorwatts@idph.iowa.gov)

Sincerely,

Sarah Taylor Watts  
Physical Activity Coordinator  
Iowa Department of Public Health



## Des Moines Example

The Des Moines Area MPO developed a complete streets policy template in 2015 that can be adopted by local governments throughout Greater Des Moines. Since that time, five new complete streets policies have been adopted bringing the total to nine policies in the region. Policies have been adopted in:

- Altoona – July 2016
- Carlisle – April 2014
- Des Moines – September 2008
- Johnston – May 2016
- Norwalk – October 2006
- Pleasant Hill – March 2016
- Urbandale – June 2016
- West Des Moines – September 2015
- Windsor Heights – July 2015

## What are Complete Streets?

Complete streets are streets that are for everyone. They are designed and operated to enable safe access for all users, including pedestrians, bicyclists, motorists and transit riders. People of all ages and abilities are able to safely move along and across streets in a community, regardless of how they are traveling. Complete streets are good for business, neighborhoods and residents' well being. Streets designed for people of all ages and abilities create stronger, healthier and safer communities.

## Communicating Complete Streets

How can advocates, elected officials and practitioners effectively communicate complete streets? Telling the story around the policy and technical language is essential for building up support and really communicating why we need complete streets. Who are complete streets for, why do they matter and can we afford them? These are the questions this presentation answers.

Communicating complete streets highlights three key themes:

- Safer streets
- Healthier streets
- More prosperous streets

Communication is a critical piece of advancing policy and one not taken lightly. The MPO presentation advances the conversation on complete streets and provides a resource for communities pursuing a complete streets policy.

## Adopting Complete Streets

A complete streets policy can take many forms, but strong policies consistently contain similar characteristics. The MPO has developed a model policy based on the 10 core elements found in the *Local Policy Workbook* published by Smart Growth America's Complete Streets Coalition. Both the model policy and the policy workbook can be found below in the resources section. The 10 core elements are:

1. Has a strong vision
2. Accounts for all users and all modes
3. Addresses all phases of projects
4. Incorporates all relevant agencies and departments
5. Specifies and limits exceptions
6. Emphasizes local and regional connectivity
7. Uses the best and latest design standards
8. Looks for context-sensitive solutions
9. Sets rigorous performance measures
10. Outlines tangible implementation steps

## Implementing Complete Streets

How do communities take a complete streets policy and effectively implement it? Developing and adopting a policy is essential, but can easily sit on a shelf without impacting real world outcomes. This report used the Complete Streets Coalition's *Taking Action on Complete Streets* guide to inform staff and elected on what implementation means for complete streets and how to achieve it.

There are five keys steps for implementation:

1. Planning for implementation

2. Updating the process
3. Reviewing and updating design guidelines
4. Training and education
5. Measuring performance

Implementation requires cross-department cooperation, public transparency, and aligning staff goals for safe and accessible streets. More information including case studies can be found in the *Taking Action on Complete Streets* document.

## Funding Complete Streets

The MPO facilitated a one-time mini-grant program for complete streets implementation in 2016. Funded by the Wellmark Foundation, the MPO disbursed \$75,000 to applicants in the region.

## Resources

- [Local Complete Streets Model Policy](#)
- [Flexible Street Design: Comparing Available Guides](#)
- [Infrastructure Guide](#)
- [City of Des Moines Presentation: Ingersoll 3-lane After Results](#)
- [Join the Mayors' Challenge](#)
- Presentations
  - [MPO Presentation: Communicating Complete Streets](#)
  - [MPO Presentation: Local Model Policy](#)
  - [MPO Presentation: Complete Streets — Guide to Implementation](#)
  - [MPO Presentation: Small Towns and Multimodal Networks](#)
- Other Resources:
  - [Complete Streets Local Policy Workbook](#) (by Smart Growth America)
  - [Complete Streets Coalition: Implementation](#) (by Smart Growth America)
  - [Taking Action on Complete Streets](#) (by Smart Growth America)
  - [Small Town and Rural Multimodal Networks](#) (by FHWA)

**Omaha - Council Bluffs  
Metropolitan Area  
Planning Agency**

2222 Cuming Street  
Omaha, NE 68102  
(402) 444-6866

# PURCHASE ORDER

DATE: 11/28/2017  
VENDOR: Brandeis Catering Inc.  
PURCHASER: MAPA

FOR: Annual Dinner Meeting on 10-4-17

QTY	UNIT PRICE	DESCRIPTION	CODING	TOTAL
		Actual Costs		\$11,355.08
			SUBTOTAL	\$11,355.08
			SALES TAX	
			SHIPPING	
			OTHER	
			TOTAL	\$11,355.08

IF OVER \$100

EXECUTIVE DIRECTOR

DATE \_\_\_\_\_

IF OVER \$5,000

TREASURER / FINANCE COMMITTEE MEMBER

DATE \_\_\_\_\_

IF OVER \$10,000

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MAPA BOARD CHAIR / MEMBER

DATE \_\_\_\_\_



## Invoice

INTERNATIONAL CATERING, INC  
 BRANDEIS CATERING  
 4920 S. 30TH STREET STE B  
 OMAHA NE 68107  
 (402) 334-5446

Invoice Number: G036737-IN

Invoice Date: 10/3/2017

Sold To:  
 MAPA  
 2222 CUMING  
 Omaha, NE 68102

Customer Number: 21-METARE

Ship To:  
 MAPA  
 2222 CUMING  
 Omaha, NE 68102

Attn: Melissa Engel  
 Fax 402-951-6517  
 sent 11/22/17

Confirm To:

Customer P.O.

Terms

C.O.D.

	Quantity	Price	Amount
DEPOSIT			5,818.00-
DEPOSIT FOR 10/4/17 CK 16266			
HORS D'OEUVRES BUFFET	208.00	11.95	2,485.60
RANCH STEAK	122.00	25.95	3,165.90
ESPRESSO PORK	40.00	22.95	918.00
PARMESAN TILAPIA	46.00	20.95	963.70
VEGETARIAN KABOBS	10.00	18.95	189.50
GLUTEN FREE MEAL	1.00	22.95	22.95
DOMESTIC BEER	60.00	3.25	195.00
PREMIUM BEER	65.00	4.75	308.75
CALL LEVEL MIXED DRINK	106.00	4.75	503.50
GLASS OF HOUSE WINE	88.00	4.75	418.00
SERVICE CHARGE			285.05 1,834.18
SECURITY GUARD			23 150.00
FACILITY RENTAL			31 200.00

INVOICE FOR EVENT ON TUESDAY, OCTOBER 3RD, 2017  
 THANK YOU FOR SELECTING BRANDEIS CATERING

## MAPA Expense Account

Date 10/3/17 5537.08

Project 99998 - \* 1,764.30; 21000-01 \* 3772.78

Account 10-5200

Grant 10-5200 10-5200 10-5200

Acctg. Dir. MKZ

Exec. Dir.

Treasurer

Net Invoice: 5,537.08

Sales Tax: 780.86

Invoice Total: 6,317.94

1764.30  
 unallowable

**PURCHASER: MAPA**

QTY	UNIT PRICE	DESCRIPTION	PROJECT	GRANT	TOTAL
		Facility Rental	21000-01	16NDOR02	\$200
		Food	21000-01	16NDOR02	\$3,750
		Beverage	21000-01	16NDOR02	\$2,000
		Set-Up	21000-01	16NDOR02	\$350
				SUBTOTAL	\$6,300
				SALES TAX	
				SHIPPING	
				OTHER	
				TOTAL	\$6,300

Date \_\_\_\_\_

**Brandeis Catering**  
**4920 S.30th Street; Suite B**  
**Omaha, NE 68107**  
**Telephone Number: (402) 334-5446**  
**Fax Number: (402) 334-5565**  
**E-mail: carolyn@brandeisomaha.com**

**Contact:** Christina Brownell  
**Mailing Address:** MAPA  
 2222 Cumings Street  
 Omaha, NE 68102  
**E-mail:** cbrownell@mapacog.org

**EVENT ORDER: LEB1828**  
**Event Date:** Wednesday, October 4, 2017  
**Event Name:** MAPA 50TH ANNUAL MEETING  
**Site:** Livestock Exchange Bldg  
**Salesperson:** Carolyn Sullivan

**Daytime Phone:** (402) 444-6866 Ext: 210  
**Fax Number:**  
**On-Site Contact:** Christina or Patty

Day/Date	Start/End Time	Location	Function	Set-Up	Est	Gte	Set	Rental
Wed, 10/4/17	6:00PM- 9:30PM	North Ballroom	Hors D'oeuvres & Bar Service		200			\$200.00
Wed, 10/4/17	7:00PM- 8:00PM	North Ballroom	Plated Dinner		200			\$0.00

Day/Date	Time	Timeline	Notes
Wed, 10/4/17	4:00 PM	Access	Access for committee to set up - TBD
Wed, 10/4/17	6:00 PM	Bars open /guests arrive	Hors d'oeuvres buffet open
Wed, 10/4/17	6:45 PM	Dinner Chimes	Guests seated followed by Invocation
Wed, 10/4/17	7:00 PM	Dinner Served	
Wed, 10/4/17	8:00 PM	Program	
Wed, 10/4/17	9:30 PM	Conclusion of Event	

FOOD	QTY	PRICE	TOTAL
<b><u>6:00 PM / NORTH BALLROOM / HORS D'OEUVRES &amp; BAR SERVICE</u></b> <b>Hors D' Oeuvres Buffet 1</b> <i>(1) 60" Round by Bar Area</i> Fresh Garden Vegetables with Herb Dip Domestic Cheese and Assorted Crackers Warm Spinach & Artichoke Dip with Grilled Flat Bread  Santa Fe Chicken Quesadilla Rolls Sweet and Sour Meatballs  <b><u>7:00 PM / NORTH BALLROOM / PLATED DINNER</u></b> <b>Plated Dinner</b> <i>Salad: Pre-Set</i> The Dupree Salad- Candied Pecans, Goat Cheese, Diced Red Onion, Roasted Sweet Potato with a Spring Mix/Arugula Blend Topped with a Brown Sugar and Peach Bourbon Vinaigrette Assorted Dinner Rolls & Whipped Butter ** Basket of Rotella Split top Wheat & White Rolls on ea table **  Herb Roasted Baby Reds- quartered baby red potatoes cut and tossed with olive oil, garlic and our signature spice blend then roasted in the oven Green Beans with Julienne Carrots and Red Peppers	200	\$11.95	\$2,390.00

FOOD	QTY	PRICE	TOTAL
Choice of Entree: Group will provide color coded entree card: Pork: _____; Beef: _____; Fish: _____; Vegetarian: _____			
Brandeis Signature Ranch Steak with a Mushroom Sauce		\$25.95	
Espresso Rubbed Pork Medallions- Sliced Pork Tenderloin Lightly Seasoned with a Mixture of Kosher Salt and French Roasted Espresso Served with a Blackberry Espresso Demi		\$22.95	
Parmesan Encrusted Tilapia		\$20.95	
Tilapia Fillet Encrusted with Fresh Bread Crumbs, Herbs and Parmesan Cheese Served with a Lemon Butter Sauce			
Curried Grilled Vegetable Kabobs		\$18.95	
An Array of Garden Grilled Vegetables Presented Over a Bed of Moroccan-Style Couscous			
Dessert: Pre-Set Trifle Shooters			
** Presented in Clear disposable shooter cup with silver tasting spoon **			
Bailey's Caramel Pecan			
Pumpkin Cheesecake	100	\$2.00	\$200.00
	100	\$2.00	\$200.00
Coffee and Hot Tea.			
** Pre-Set on dinner tables: Thermal pots of coffee & Pitcher of Iced Tea with (4) glass cups **			

BEVERAGE	QTY	PRICE	TOTAL
<b>6:00 PM / NORTH BALLROOM / HORS D'OEUVRES &amp; BAR SERVICE</b>			
<b>Hosted Bar</b>			
Bar Open: 6:00PM/Closed: 9:00PM			
(Two drink tickets per guest.)	400	\$4.00	\$1,600.00
** tickets provided by client may redeem for Call Liquor, bottled beer/wine/soda; Keep record for billing; Turn to cash when tickets are gone **			
Cocktails - Call Brands		\$4.75	
Domestic Beer - bottles		\$3.25	
House Wine (by the glass)		\$4.75	
Assorted Soda by the glass		\$1.75	
<b>Cash Bar</b>			
Cocktails - Premium Brands		\$6.00	
Cocktails - Call Brands		\$5.00	
House Wine (by the glass)		\$5.00	
Domestic Beer - bottles		\$4.00	
Assorted Soda by the glass		\$2.00	

SET-UP & SERVICE	QTY	PRICE	TOTAL
<b>6:00 PM / NORTH BALLROOM / HORS D'OEUVRES &amp; BAR SERVICE</b>			
<b>REGISTRATION TABLE:</b> Other: (1) 8' table with (3) chairs inside ballroom; Will use our black Iron easel			
<b>GUEST ARRIVAL:</b> Will begin arriving at 6:00PM - Bar Open & Hors d'oeuvres Ready			
<b>SEATING:</b> Rounds of 8 ( ) tables with seating for ( )			
<b>PLACECARDS/RESERVE SIGNS/TABLE # AND STANDS:</b> Group will provide ( ) Reserve signs for dinner tables & ( ) Sponsor signs for Cocktail tables; May want to use our table stanchions - tall or short - TBD			
<b>LINEN:</b> Orange napkins, Ivory tablecloths and Ivory skirting - Napkin fold: flair in coffee cup			
<b>CENTERPIECES:</b> House centerpieces - 14" round mirror with 3 votives - additional decor TBD			
<b>COCKTAIL TABLE:</b> (6) Cocktail tables scattered by bar station			
<b>STAGE:</b> Podium/Mick & (1) 8' table with linen/skirting on stage; Stage steps placed on north side of stage			
<b>AUDIO VISUAL EQUIPMENT:</b> Alpha Video will provided services with direct billing (1) , (2) 9' by 12' screens/projector/a/v carts/tech on site (1) , Music (1) , Podium/light/podium Mick & lapel Mick; mixer (1) . will confirm final a/v needs (3-4) weeks prior to event. Alpha to work directly with client	1		
<b>MUSIC:</b> Background music provided by Tim			
<b>BARTENDER CHARGE:</b> Waived, for sales exceed \$500	1		
<b>NOTE:</b> Place-setting: Double forks, knife, spoon, cont. coffee mug with flared napkin, b/b & water glass			
<b>SECURITY:</b> SECURITY CHARGE PER GUARD PER HOUR (5 @ \$30.00)	1	\$150.00	\$150.00
<b>ROOM SETUP FEE:</b> Your facility rental of \$400.00 is paid in full; Set up fee is inclusive of facility rent.	1	\$200.00	\$200.00
<b>GUARANTEE:</b> Due by 12n, Thursday the week before event - September 28, 2017			
<b>PAYMENT:</b> Payment is due in advance (3 days prior) when we receive your final guaranteed number of guests.			

ESTIMATED CHARGES (Actual Charges Presented At Conclusion of Event)					
	Charges	Service Charge 20.00 %	Subtotal	Tax	Total
Facility Rental	\$200.00	\$0.00	\$200.00	\$0.00	\$200.00
Food	\$2,790.00	\$558.00	\$3,348.00	\$0.00	\$3,348.00
Beverage	\$1,600.00	\$320.00	\$1,920.00	\$0.00	\$1,920.00
Set-Up	\$350.00	\$0.00	\$350.00	\$0.00	\$350.00
<b>Grand Totals</b>	<b>\$4,940.00</b>	<b>\$878.00</b>	<b>\$5,818.00</b>	<b>\$0.00</b>	<b>\$5,818.00</b>
<b>Payments Received</b>					<b>(\$400.00)</b>
<b>Payment Arrangements: In Advance - 3 days prior to event</b>					<b>Balance Due</b>
					<b>\$5,418.00</b>

Billing Notes: SO # 4775

CUSTOMER ACCEPTANCE: The undersigned accepts the responsibility for the service and prices listed in this agreement.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# Metropolitan Area Planning Agency

## FY2018-2023 Transportation Improvement Program

### Revision Summary - Amendment 2

<u>Control #</u>	<u>Project Name</u>	<u>Lead Agency</u>	<u>Revision Note</u>
NE-22410	Westbrook Safe Routes To School	Omaha	\$37,000 of SRTS funding is programmed in FY2018 for ROW

<u>Control #</u>	<u>Project Name</u>	<u>Lead Agency</u>	<u>Revision Note</u>
NE-22608D	Omaha Signal Infrastructure - Phase D	Omaha	This project has been removed from the TIP

<u>Control #</u>	<u>Project Name</u>	<u>Lead Agency</u>	<u>Revision Note</u>
NE-22608E	Omaha Signal Infrastructure - Phase E	Omaha	This project has been removed from the TIP

<u>Control #</u>	<u>Project Name</u>	<u>Lead Agency</u>	<u>Revision Note</u>
NE-22608F	Omaha Signal Infrastructure - Phase F	Omaha	This project has been removed from the TIP

<u>Control #</u>	<u>Project Name</u>	<u>Lead Agency</u>	<u>Revision Note</u>
NE-22608G	Omaha Signal Infrastructure - Phase G	Omaha	This project has been removed from the TIP

<u>Control #</u>	<u>Project Name</u>	<u>Lead Agency</u>	<u>Revision Note</u>
	Omaha Signal Infrastructure Phase B1	Omaha	\$2,935,000 of STBG-MAPA funding is programmed in FY2022 for UTIL-CON-CE

<u>Control #</u>	<u>Project Name</u>	<u>Lead Agency</u>	<u>Revision Note</u>
	Omaha Signal Infrastructure Phase B2	Omaha	\$3,276,000 of STBG-MAPA funding is programmed in FY2022 for UTIL-CON-CE

<u>Control #</u>	<u>Project Name</u>	<u>Lead Agency</u>	<u>Revision Note</u>
NE-22605	2014 Omaha Resurfacing Package	Omaha	Funding for AC Conversion in FY2022 is reduced to \$1,596,739 and \$1,400,000 is programmed in FY2018 for AC Conversion

<u>Control #</u>	<u>Project Name</u>	<u>Lead Agency</u>	<u>Revision Note</u>
MET-11242014-001	Bus Rapid Transit	Metro	\$89,000 of TAP-MAPA funding is to be flexed to FTA-5307 in FY2018

<u>Control #</u>	<u>Project Name</u>	<u>Lead Agency</u>	<u>Revision Note</u>
NE-22411	Valley D.C. Safe Routes to School	Valley	\$180,000 of TAP-MAPA funding in FY2018 for UTIL-CON-CE is corrected to SRTS funding and \$21,000 of SRTS funding is programmed in FY2018 for ROW

<u>Control #</u>	<u>Project Name</u>	<u>Lead Agency</u>	<u>Revision Note</u>
NE-22321	OPS McMillan Middle School SRTS Project	Omaha	\$18,500 of SRTS funding is programmed in FY2018 for ROW

<u>Control #</u>	<u>Project Name</u>	<u>Lead Agency</u>	<u>Revision Note</u>
	Omaha Signal Infrastructure Phase B3	Omaha	\$4,027,000 of STBG-MAPA funding is programmed in FY2022 for UTIL-CON-CE

<u>Control #</u>	<u>Project Name</u>	<u>Lead Agency</u>	<u>Revision Note</u>
MET-03202014-001	Metro Rolling Stock	Metro	\$1,866,000 of STBG-MAPA funding is to be flexed to FTA-5307 in FY2018



# Metropolitan Area Planning Agency FY2018-2023 Transportation Improvement Program

TIP ID 2015-064		Project Name <b>Westbrook Safe Routes To School</b>	
Control Number NE-22410			
Lead Agency	Omaha	Project Type	Multi-Modal Improvement
County	Douglas	Length (mi)	
		Total Project Cost*	\$430.38
Location Westbrook school			
Description Construct a pedestrian sidewalk.			

Fiscal Year	Project Phase	Funding Source	Total Funds*	Federal Funds*	State Funds*	Local Funds*
2013	PE-NEPA-FD	SRTS	\$67.88	\$54.30	\$0.00	\$13.58
2018	ROW	SRTS	\$46.25	\$37.00	\$0.00	\$9.25
2018	UTIL-CON-CE	SRTS	\$316.25	\$253.00	\$0.00	\$63.25

\* Amounts in thousands of U.S. dollars

## Revision History

**12/7/2017**

\$37,000 of SRTS funding is programmed in FY2018 for ROW

## Amendment 2





# Metropolitan Area Planning Agency FY2018-2023 Transportation Improvement Program

TIP ID 2015-159		Project Name <b>Omaha Signal Infrastructure - Phase D</b>	
Control Number NE-22608D			
Lead Agency Omaha	Project Type ITS		
County Douglas	Length (mi)	Total Project Cost*	#Error
Location Various Locations Throughout City			
Description Deployment of traffic signal network and traffic management system.			

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

## Revision History

12/7/2017

This project has been removed from the TIP

## Amendment 2







# Metropolitan Area Planning Agency FY2018-2023 Transportation Improvement Program

TIP ID	Project Name				
2015-160	<b>Omaha Signal Infrastructure - Phase E</b>				
Control Number					
NE-22608E					
Lead Agency	Omaha	Project Type	ITS		
County	Douglas	Length (mi)		Total Project Cost*	#Error
Location	Various Locations Throughout City				
Description	Deployment of traffic signal network and traffic management system.				

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

## Revision History

12/7/2017

This project has been removed from the TIP

Amendment 2





# Metropolitan Area Planning Agency FY2018-2023 Transportation Improvement Program

TIP ID	Project Name				
2017-015	<b>Omaha Signal Infrastructure - Phase F</b>				
Control Number					
NE-22608F					
Lead Agency	Omaha	Project Type	ITS		
County	Douglas	Length (mi)		Total Project Cost*	#Error
Location	Various Locations Throughout City				
Description	Deployment of traffic signal network and traffic management system.				

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

## Revision History

12/7/2017

This project has been removed from the TIP

Amendment 2





# Metropolitan Area Planning Agency FY2018-2023 Transportation Improvement Program

TIP ID	Project Name				
2017-016	<b>Omaha Signal Infrastructure - Phase G</b>				
Control Number					
NE-22608G					
Lead Agency	Omaha	Project Type	ITS		
County	Douglas	Length (mi)		Total Project Cost*	#Error
Location	Various Locations Throughout City				
Description	Deployment of traffic signal network and traffic management system.				

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

## Revision History

12/7/2017

This project has been removed from the TIP

Amendment 2





# Metropolitan Area Planning Agency FY2018-2023 Transportation Improvement Program

TIP ID <b>2018-035</b>		Project Name <b>Omaha Signal Infrastructure Phase B1</b>	
Control Number  			
Lead Agency <b>Omaha</b>		Project Type <b>ITS/Signalization</b>	
County 	Length (mi) <b>0.00</b>	Total Project Cost*	<b>\$3,951.24</b>
Location <b>Various Locations Throughout City</b>			
Description <b>Upgrade 43 signals throughout Omaha</b>			

Fiscal Year	Project Phase	Funding Source	Total Funds*	Federal Funds*	State Funds*	Local Funds*
2018	PE-NEPA-FD	Local	\$282.24	\$0.00	\$0.00	\$282.24
2022	UTIL-CON-CE	STBG-MAPA	\$3,669.00	\$2,935.00	\$0.00	\$734.00

\* Amounts in thousands of U.S. dollars

## Revision History

**12/7/2017**

**Amendment 2**

\$2,935,000 of STBG-MAPA funding is programmed in FY2022 for UTIL-CON-CE





# Metropolitan Area Planning Agency FY2018-2023 Transportation Improvement Program

TIP ID <b>2018-036</b>		Project Name <b>Omaha Signal Infrastructure Phase B2</b>	
Control Number  			
Lead Agency <b>Omaha</b>		Project Type <b>ITS/Signalization</b>	
County 	Length (mi) <b>0.00</b>	Total Project Cost*	<b>\$4,408.90</b>
Location <b>Various Locations Throughout City</b>			
Description <b>Upgrade 48 signals throughout Omaha</b>			

Fiscal Year	Project Phase	Funding Source	Total Funds*	Federal Funds*	State Funds*	Local Funds*
2018	PE-NEPA-FD	Local	\$313.90	\$0.00	\$0.00	\$313.90
2022	UTIL-CON-CE	STBG-MAPA	\$4,095.00	\$3,276.00	\$0.00	\$819.00

\* Amounts in thousands of U.S. dollars

## Revision History

**12/7/2017**

**Amendment 2**

\$3,276,000 of STBG-MAPA funding is programmed in FY2022 for UTIL-CON-CE





# Metropolitan Area Planning Agency FY2018-2023 Transportation Improvement Program

TIP ID <b>2015-019</b>		Project Name <b>2014 Omaha Resurfacing Package</b>	
Control Number <b>NE-22605</b>			
Lead Agency	<b>Omaha</b>	Project Type	<b>Resurfacing</b>
County	<b>Douglas</b>	Length (mi)	<b>0.00</b>
		Total Project Cost*	<b>\$4,140.96</b>
Location <b>Various locations</b>			
Description <b>Package of resurfacing projects on eligible Federal-aid roadways.</b>			

Fiscal Year	Project Phase	Funding Source	Total Funds*	Federal Funds*	State Funds*	Local Funds*
2014	UTIL-CON-CE (AC)	Local	\$828.19	\$0.00	\$0.00	\$828.19
2014	UTIL-CON-CE (AC)	Local	\$3,312.77	\$0.00	\$0.00	\$3,312.77
2016	AC Conversion	STBG-MAPA	\$0.00	\$735.00	\$0.00	(\$735.00)
2018	AC Conversion	STBG-MAPA	\$0.00	\$1,400.00	\$0.00	(\$1,400.00)
2022	AC Conversion	STBG-MAPA	\$0.00	\$1,596.74	\$0.00	(\$1,596.74)

\* Amounts in thousands of U.S. dollars

## Revision History

**12/7/2017**

### Amendment 2

Funding for AC Conversion in FY2022 is reduced to \$1,596,739 and \$1,400,000 is programmed in FY2018 for AC Conversion





# Metropolitan Area Planning Agency FY2018-2023 Transportation Improvement Program

TIP ID <b>2015-139</b>		Project Name <b>Bus Rapid Transit</b>	
Control Number <b>MET-11242014-001</b>			
Lead Agency <b>Metro</b>	Project Type <b>Transit Capital</b>		
County <b>Douglas</b>	Length (mi) <b>7.00</b>	Total Project Cost*	<b>\$34,750.25</b>
Location <b>Along Dodge/Farnham corridor, from Westroads Mall</b>			
Description <b>Construction of Bus Rapid Transit facilities on Dodge corridor and purchase of transit buses</b>			

Fiscal Year	Project Phase	Funding Source	Total Funds*	Federal Funds*	State Funds*	Local Funds*
2016	Capital Expenditures	FTA 5307 (FY16)	\$1,701.25	\$1,361.00	\$0.00	\$340.25
2016	Capital Expenditures	TIGER VI (FTA)	\$32,960.00	\$14,960.00	\$0.00	\$18,000.00
2018	UTIL-CON-CE	FTA 5307 (FY18)	\$89.00	\$89.00	\$0.00	\$0.00

\* Amounts in thousands of U.S. dollars

## Revision History

**12/7/2017**

*\$89,000 of TAP-MAPA funding is to be flexed to FTA-5307 in FY2018*

## Amendment 2





# Metropolitan Area Planning Agency FY2018-2023 Transportation Improvement Program

TIP ID <b>2015-138</b>		Project Name <b>Valley D.C. Safe Routes to School</b>	
Control Number <b>NE-22411</b>			
Lead Agency	<b>Valley</b>	Project Type	<b>Sidewalk</b>
County	<b>Douglas</b>	Length (mi)	<b>0.00</b>
		Total Project Cost*	<b>\$251.25</b>
Location <b>Portion of Meigs Street in Valley, NE</b>			
Description <b>Install sidewalk to connect school to nearby apartment and housing complex along Meigs street where no sidewalk currently exists.</b>			

Fiscal Year	Project Phase	Funding Source	Total Funds*	Federal Funds*	State Funds*	Local Funds*
2018	ROW	SRTS	\$26.25	\$21.00	\$0.00	\$5.25
2018	UTIL-CON-CE	SRTS	\$225.00	\$180.00	\$0.00	\$45.00

\* Amounts in thousands of U.S. dollars

## Revision History

**12/7/2017**

### Amendment 2

\$180,000 of TAP-MAPA funding in FY2018 for UTIL-CON-CE is corrected to SRTS funding and \$21,000 of SRTS funding is programmed in FY2018 for ROW







# Metropolitan Area Planning Agency FY2018-2023 Transportation Improvement Program

TIP ID <b>2015-063</b>		Project Name <b>OPS McMillan Middle School SRTS Project</b>	
Control Number <b>NE-22321</b>			
Lead Agency	<b>Omaha</b>	Project Type	<b>Multi-Modal Improvement</b>
County	<b>Douglas</b>	Length (mi)	<b>0.50</b>
		Total Project Cost*	<b>\$241.25</b>
Location <b>Redick Avenue between 37th and 42nd streets.</b>			
Description <b>Construct safe and efficient pedestrian and vehicle access to school.</b>			

Fiscal Year	Project Phase	Funding Source	Total Funds*	Federal Funds*	State Funds*	Local Funds*
2013	PE-NEPA-FD	SRTS	\$43.12	\$43.12	\$0.00	\$0.00
2018	ROW	SRTS	\$23.13	\$18.50	\$0.00	\$4.63
2018	UTIL-CON-CE	SRTS	\$175.00	\$140.00	\$0.00	\$35.00

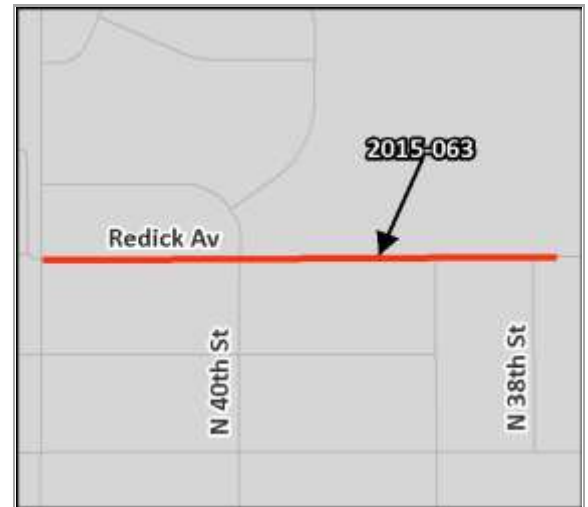
\* Amounts in thousands of U.S. dollars

## Revision History

**12/7/2017**

\$18,500 of SRTS funding is programmed in FY2018 for ROW

## Amendment 2





# Metropolitan Area Planning Agency FY2018-2023 Transportation Improvement Program

TIP ID 2018-037		Project Name <b>Omaha Signal Infrastructure Phase B3</b>	
Control Number			
Lead Agency Omaha		Project Type ITS/Signalization	
County		Length (mi)	0.00
		Total Project Cost*	\$5,340.30
Location Various Locations Throughout City			
Description Upgrade 59 signals throughout Omaha			

Fiscal Year	Project Phase	Funding Source	Total Funds*	Federal Funds*	State Funds*	Local Funds*
2018	PE-NEPA-FD	Local	\$306.30	\$0.00	\$0.00	\$306.30
2022	UTIL-CON-CE	STBG-MAPA	\$5,034.00	\$4,027.00	\$0.00	\$1,007.00

\* Amounts in thousands of U.S. dollars

## Revision History

12/7/2017

Amendment 2

\$4,027,000 of STBG-MAPA funding is programmed in FY2022 for UTIL-CON-CE





# Metropolitan Area Planning Agency FY2018-2023 Transportation Improvement Program

TIP ID 2015-021		Project Name <b>Metro Rolling Stock</b>	
Control Number MET-03202014-001			
Lead Agency	Metro	Project Type	Transit Capital
County	Douglas	Length (mi)	
		Total Project Cost*	\$4,466.25
Location Metro Transit service area			
Description Purchase of rolling stock for fixed-route transit service. STP-MAPA funding will be transferred to FTA Section 5307 funding.			

Fiscal Year	Project Phase	Funding Source	Total Funds*	Federal Funds*	State Funds*	Local Funds*
2015	CON	FTA 5307 (FY15)	\$2,133.75	\$1,707.00	\$0.00	\$426.75
2018	CON	FTA 5307 (FY18)	\$2,332.50	\$1,866.00	\$0.00	\$466.50

\* Amounts in thousands of U.S. dollars

## Revision History

12/7/2017

Amendment 2

\$1,866,000 of STBG-MAPA funding is to be flexed to FTA-5307 in FY2018



Appendix I: MAPA FY - 2018 UPWP Budget Table																	
Work Activity	FHWA PL				FTA 5305d		RPA-18	CMAQ	FHWA-STBG		FTA-Admin	Aerial Photography	Total Transportation Funding	Hours	Previous Budget	Dollar Variance To Previous Budget	Percentage Variance To Previous Budget
	Neb.	FY-18	Neb. FY-17	Iowa FY-18	Neb. FY-18	Iowa FY-18	Iowa SPR & 5311	Neb CMAQ	Neb STBG	Iowa STBG	5310 VTCLI JARC/NF						
MAPA Activities																	
200 UPWP and Federal Assurances	\$ 6,113	\$ 1,387	\$ 1,800	\$ 2,500	\$ 810	\$ 500							\$ 13,110	260	\$ 42,750	\$ (29,640)	-69%
210 Board and Committee Support	109,618	24,882	9,310	25,689	4,206	4,000					3,125		180,830	3,620	179,125	1,705	1%
220 Regional Transportation Planning	69,275	15,725	4,110	39,750	1,855	12,000					103,815		246,530	4,930	292,681	(46,151)	-16%
230 TIP and Local Projects	61,125	13,875	6,720	26,500	3,046	20,000			10,000		9,375		150,641	3,010	170,680	(20,039)	-12%
240 Communication and Public Involvement	105,950	24,050	5,930	20,000	2,681	750					6,250		165,611	3,310	209,375	(43,764)	-21%
250 Regional Data, Mapping & Forecasting	154,850	35,150	10,370	29,000	4,563	2,500							236,433	4,730	218,954	17,479	8%
260 Environment and Energy	29,242	6,638	2,190	7,500	993	500		35,010					82,073	1,640	80,390	1,683	2%
270 Heartland 2050-Transportation related	81,530	18,470	9,610	30,000	4,342	1,000			10,000				154,952	3,100	92,500	62,452	68%
280 Training and Education	24,450	5,550	5,930	4,500	2,681	12,000							55,111	1,100	41,675	13,436	32%
290 Management	87,205	19,795	4,800	14,000	2,176	2,500					8,750		139,226	2,780	208,064	(68,838)	-33%
300 Membership Services	10,367	2,353	1,800	3,000	816	459							18,795	380	26,250	(7,455)	-28%
Subtotal MAPA Activities-Federal Share	\$ 675,202	\$ 167,875	\$ 53,161	\$ 202,439	\$ 24,078	\$ 52,903	\$ 28,008	\$ 16,000	\$ -	\$ -	\$ 105,052	\$ -	\$ 1,324,718		\$ 1,339,768	\$ (15,050)	-1%
Subtotal MAPA Activities - State Share																	
Subtotal MAPA Activities-Local Share	64,523		9,409		4,091	3,306	7,002	4,000			26,263		118,594		222,676	(104,082)	-47%
Subtotal MAPA Activities	\$ 739,725	\$ 167,875	\$ 62,570	\$ 202,439	\$ 28,169	\$ 56,209	\$ 35,010	\$ 20,000	\$ -	\$ -	\$ 131,315	\$ -	\$ 1,443,312	28,860	\$ 1,562,444	\$ (119,132)	-8%
Contracts and Subrecipients																	
22001 - Transportation Support & Communications	\$ 38,000	\$ 37,500	\$ 12,500	\$ 12,000									\$ 100,000		\$ 100,000	\$ -	
23006 - Bellevue Bridge Study									150,000				150,000		150,000		
25001- Aerial Photography - FY 18 Project	49,260	40,625	37,841	10,000	4,125	9,920						110,962	262,732			262,732	
25003 - On-Call Modeling	28,000		7,000										35,000		35,000		
26001 - Little Steps Big Impact Project								382,760					382,760		382,760		
26003 - Rideshare / Travel Demand Mgmt.	10,000	4,000											14,000		14,000		
27001 - H2050 Mini-Grant Nebraska									271,875				271,875		271,875		
27001 - H2050 Mini-Grant Iowa										100,000			100,000		100,000		
27001 Close the Gap Advisor	8,000		4,000	4,000									16,000		16,000		
27003 - Transit ROI Assessment	28,000		12,000	120,000									160,000		160,000		
27003 - Smart Cities Lab	5,000												5,000		5,000		
31001 - Planning Local Subrecipients	382,143		29,207			13,650							425,000		425,000		
31001 - Transit Planning Subrecipient				114,286									114,286		114,286		
31001 - Live Well Omaha Bike Education								75,000					75,000		75,000		
31001 - 5310 Subrecipients											720,000		720,000		720,000		
31001 - JARC/NF Subrecipients											81,264		81,264		81,264		
31001 - VTCLI Subrecipients											527,344		527,344		527,344		
Aerial Photography (final payment)												462,233	462,233		462,233		
Subtotal Contracts and Subrecipients-Federal Share	\$ 355,300	\$ 32,125	\$ 55,000	\$ 167,741	\$ 10,500	\$ -	\$ 306,208	\$ 390,000	\$ 80,000	\$ 981,177	\$ -	\$ -	\$ 2,378,051		\$ 2,363,001	\$ 15,050	1%
Subtotal Contracts and Subrecipients - State Share																	
Subtotal Contracts and Subrecipients-Local Share	193,103	50,000	47,548	92,545	7,275	9,920	76,552	106,875	20,000	347,431	573,195		1,524,443		1,276,761	247,682	19%
Subtotal Contracts and Subrecipients	\$ 548,403	\$ 82,125	\$ 102,548	\$ 260,286	\$ 17,775	\$ 9,920	\$ 382,760	\$ 496,875	\$ 100,000	\$ 1,328,608	\$ 573,195	\$ -	\$ 3,902,494		\$ 3,639,762	\$ 262,732	7%
Total Federal Share	\$ 1,030,502	\$ 200,000	\$ 108,161	\$ 370,180	\$ 34,578	\$ 52,903	\$ 334,216	\$ 406,000	\$ 80,000	\$ 1,086,229	\$ -	\$ -	\$ 3,702,769		\$ 3,702,769	\$ -	0%
Total Local Share	257,626	50,000	56,957	92,545	11,366	13,226	83,554	110,875	20,000	373,694	573,195		1,643,037		1,499,437	143,600	10%
Total	1,288,128	250,000	165,118	462,725	\$ 45,944	\$ 66,129	\$ 417,770	\$ 516,875	\$ 100,000	\$ 1,459,923	\$ 573,195	\$ -	\$ 5,345,806		\$ 5,202,206	\$ 143,600	3%
Total Hours	25,760	5,000	3,300	9,250	920	1,320	8,360	10,340	2,000	29,200	11,460		106,910				
Match Funding																	
Local / Subrecipient Cash	\$ 74,723	\$ -	\$ 3,409	\$ -	\$ 4,091	\$ 3,306	\$ 74,554	\$ -	\$ -	\$ -	\$ 26,263	\$ 573,195	\$ 759,541		\$ 759,561	\$ (21)	0%
State Funding																	
Heartland 2050 Foundation Cash	19,000	9,375	6,000	48,259									82,634		90,784	(8,150)	-9%
Aerial Photography tapered match	49,260	40,625	37,841	10,000	4,125	9,920							151,771		-	151,771	
In-kind Match	114,643		9,707	34,286	3,150		9,000	110,875	20,000	347,431			649,092		649,092	(0)	
Match %	20%	20%	34%	20%	25%	20%	20%	20%	21%	20%	26%	100%	31%		29%	2%	

OMAHA-COUNCIL BLUFFS METROPOLITAN  
AREA PLANNING AGENCY

FINANCIAL STATEMENTS AND  
SUPPLEMENTARY INFORMATION

JUNE 30, 2017

DRAFT

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## **INDEPENDENT AUDITOR'S REPORT**

The Board of Directors  
Omaha - Council Bluffs Metropolitan Area Planning Agency  
Omaha, Nebraska

### **Report on the Financial Statements**

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Omaha – Council Bluffs Metropolitan Area Planning Agency (MAPA), as of and for the year ended June 30, 2017, and the related notes to the financial statements, which collectively comprise MAPA's basic financial statements as listed in the table of contents.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### **Opinions**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of MAPA, as of June 30, 2017, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## **Other Matters**

### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 1 through 5 and 24 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### *Supplementary Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise MAPA's basic financial statements. The combining nonmajor fund financial statements, the schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, "*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*," and the Schedule of State of Iowa Financial Assistance are presented for purposes of additional analysis and are not a required part of the basic financial statements. The combining nonmajor fund financial statements, the schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, "*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*," and the Schedule of State of Iowa Financial Assistance are the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

### **Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated December 7, 2017, on our consideration of the MAPA's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering MAPA's internal control over financial reporting and compliance.



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

**MANAGEMENT'S DISCUSSION AND ANALYSIS**

Fiscal Year ending June 30, 2017

MAPA provides this Management's Discussion and Analysis of its financial statements. This narrative overview and analysis of financial activities is for the fiscal year ending June 30, 2017. We encourage readers to consider this information in conjunction with our financial statements, which follow.

**FINANCIAL HIGHLIGHTS**

MAPA's total governmental fund revenues were \$3,316,548 in fiscal year 2017, a decrease of \$1,318,620 or 28% compared to fiscal year 2016. MAPA collects funds from participating jurisdictions in Iowa and Nebraska to fund the \$1.4 million-dollar Nebraska-Iowa Orthophotography project. Much of the work was completed in June 2016. The revenue from this project was recognized in 2016 and will be collected through 2018 this project accounts for the majority of the decrease in revenue. Currently, MAPA is implementing several large, long term studies. These studies vary in funding from year to year. A summary of some of these projects is included below. In 2017, approximately \$531,750 of federal funding was passed on to member jurisdictions.

Project Name	Funding Source	Total Project Cost	Project Years	Revenue		Change from Prior Year	
				2017	2016		
MAPA Transportation Planning activities	Department of Transportation		Annual funding	\$ 1,245,881	\$ 1,148,162	\$ 97,719	9%
MAPA Transportation Planning activities	Federal Transit Administration		Annual funding	757,259	709,411	47,848	7%
Nebraska-Iowa Orthophotography Project	Local Support	\$ 1,413,896	2016-2019	40,000	1,413,896	(1,373,896)	100%
Brownfields petroleum and hazardous substance assessment	Environmental Protection Agency	\$ 835,000	2013-2016	51,182	121,089	(69,907)	-58%
Offut Airforce Base Joint Land Use Study	Department of Defense	\$ 225,000	2014-2016	-	92,867	(92,867)	-100%
Offut Airforce Base Joint Land Use Implementation	Department of Defence		2016-2017	42,432	6,191	36,241	100%
				\$ 2,136,754	\$ 3,491,616	\$ (1,354,862)	-39%

MAPA's governmental fund expenditures were \$3,388,145 in fiscal year 2017, a decrease of \$947,991 or 22% compared to fiscal year 2016. A significant percentage of this decrease is from Nebraska-Iowa Orthophotography project completed largely in fiscal year 2016. This \$1.4 million-dollar project is flown every two or three years and paid for with funds from participating jurisdictions. MAPA, along with Douglas County, administers the project.

The MAPA Foundation serves two primary functions: 1) it is designated as a Nonprofit Development Organization (NDO) and as such administers Community Development Block Grant (CDBG) loan programs 2) it supports the Metropolitan Area Motorist Assist program (MAMA). The MAMA program utilizes volunteers recruited and supervised by the Nebraska State Patrol to assist motorists stranded on the area's interstates and major highways. The volunteers help to alleviate the workload that would otherwise be the responsibility of local law enforcement. Providing timely and effective assistance to stranded motorists improves the safety and congestion on area metro roadways. The Foundation's total revenues in fiscal year 2017 were \$136,500 an increase of \$93,513 or 218% compared to fiscal year 2016. The Foundation's total expenses in fiscal year 2017 were \$42,135, a decrease of \$472 or 1% compared to fiscal year 2016. The increase in Foundation revenue was largely due to existing revolving loan funds becoming defederalized and recognized in revenue in the current year.

MAPA's net position increased 1% or \$22,768 from June 30, 2016 to June 30, 2017.

### **USING THIS MD&A ANNUAL REPORT**

This MD&A annual report consists of a series of financial statements and other information, as follows:

Management's Discussion and Analysis introduces the basic financial statements and provides an analytical overview of MAPA financial activities.

Financial Statements consist of Statement of Net Position, Statement of Activities. Balance Sheet – Governmental Funds, Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds, Statement of Net Position-Proprietary Fund, Statement of Revenues, Expenses, and Changes in Net Position – Proprietary Fund, Statement of Cash Flows – Proprietary Fund, Statement of Fiduciary Net Position – Fiduciary Fund and Statement of Changes in Fiduciary Assets – Fiduciary Funds. These provide information about the activities of MAPA as a whole and present an overall view of MAPA.

The Notes to financial Statements provide additional information essential to a full understanding of the data provided in the basic financial statements.

Required Supplementary Information further explains and supports the financial statements with a comparison of MAPA's budget for the year, detail of the non-major funds and the Schedule of Expenditures of Federal Awards.

### **REPORTING FINANCIAL ACTIVITIES**

#### **Government-wide Financial Statements**

Government-wide financial statements report information about MAPA as a whole, using accounting methods similar to those used by private-sector companies. The Statement of Net Position includes all of MAPA's assets and liabilities. The purpose of this statement is to present a summary of MAPA to readers of the financial statements. The Statement of Activities accounts for all of current year's revenues and expenses, regardless of when cash is received or paid.

Two government-wide financial statements report MAPA's net position and how they have changed for the period. Net position, the difference between MAPA's assets and liabilities, are one way to measure organizational financial health or position. Over time, increases or decreases in net position are indicators of whether financial position is improving or deteriorating.

## Fund Financial Statements

Fund financial statements provide more detailed information about MAPA's funds, focusing on the most significant funds and not the organization as a whole. Funds are accounting devices used to keep track of specific sources of funding and spending on particular programs. MAPA has three types of Funds:

**Government funds:** Most of MAPA's funds are included in governmental funds, which generally focus on (1) how cash and other financial assets that can be converted to cash, flow in and out, and (2) the balances that are left at year-end that are available for spending. Consequently, governmental fund statements provide a detailed short term view that helps determine whether there are more or fewer financial resources that can be spent in the near future to finance the organization's programs.

Governmental funds include the General Fund along with the non-major Project Fund, the Officials Expense Fund and Revolving Loan Fund. Required financial statements for governmental funds include a Balance Sheet and a Statement of Revenue, Expenditures and Changes in Fund Balances.

**Enterprise funds** include the MAPA Foundation and have business type activity.

**Fiduciary funds:** Fiduciary fund types are used to account for assets held by a governmental unit in a trustee capacity or as an agent for individuals, private organization, other governmental units, and/or other funds. MAPA's fiduciary fund is presented in the fiduciary fund financial statements for the pension trust fund for the employees' retirement program.

Required financial statements for fiduciary funds include a Statement of Fiduciary Net Assets-Fiduciary Fund and related Statement of Changes in Fiduciary Net Position-Fiduciary Funds.

### GOVERNMENT-WIDE FINANCIAL ANALYSIS

Following is a summary of MAPA's net position for the year ended June 30, 2017 compared to June 30, 2016.

#### CONDENSED STATEMENT OF NET POSITION

	June 30,		Change from Prior Year	
	2017	2016		
Non-capital Assets	\$ 3,498,620	\$ 3,937,374	\$ (438,754)	-11%
Capital Asset	41,614	58,483	(16,869)	-29%
Total Assets	<u>\$ 3,540,234</u>	<u>\$ 3,995,857</u>	<u>\$ (455,623)</u>	<u>-11%</u>
Liabilities	<u>\$ 1,344,174</u>	<u>\$ 1,822,565</u>	<u>\$ (478,391)</u>	<u>-26%</u>
Net Position				
Investments in capital assets, net of related debt	\$ 41,614	\$ 58,483	\$ (16,869)	-29%
Restricted	144,989	76,222	68,767	90%
Unrestricted				
Designated	684,766	757,081	(72,315)	-10%
Undesignated	1,324,691	1,281,506	43,185	3%
Total net position	<u>\$ 2,196,060</u>	<u>\$ 2,173,292</u>	<u>\$ 22,768</u>	<u>1%</u>
Total liabilities and net position	<u>\$ 3,540,234</u>	<u>\$ 3,995,857</u>	<u>\$ (455,623)</u>	<u>-11%</u>

The following summary is a comparison of the changes in net position for the years ending June 30, 2017 and 2016.

The Changes in Net Position reflects an increase in the net position at the end of the fiscal year of \$22,768 or 1%.

**CHANGES IN NET POSITION**

	Year Ended June 30,		Change from Prior Year	
	2017	2016		
<b>Revenues</b>				
Federal and state	\$ 2,320,866	\$ 2,165,719	\$ 155,147	7%
Local governments	473,675	1,890,212	(1,416,537)	-75%
Charges for services	101,992	122,988	(20,996)	-17%
In-kind	332,923	305,949	26,974	9%
Investment income	3,604	11,972	(8,368)	-70%
Business-type activities	136,500	42,987	93,513	218%
Miscellaneous	83,488	138,328	(54,840)	-40%
Total revenues	\$ 3,453,048	\$ 4,678,155	\$ (1,225,107)	-26%
<b>Expenses</b>				
Forums	\$ 199,899	\$ 195,946	\$ 3,953	2%
Transportation Planning	2,193,061	3,120,903	(927,842)	-30%
Regional assistance	399,634	510,558	(110,924)	-22%
Sustainability planning	227,629	150,091	77,538	52%
Public involvement	136,710	147,240	(10,530)	-7%
Administration	214,343	195,216	19,127	10%
Capital outlay	-	23,438	(23,438)	-100%
Business-type activities	42,135	42,607	(472)	-1%
Total Expenses	\$ 3,413,411	\$ 4,385,999	\$ (972,588)	-22%
Adjustment for Capital Expenses	(16,869)	7,256	(24,125)	-332%
Changes in net position	\$ 22,768	\$ 299,412	\$ (276,644)	-92%
Beginning net position	2,173,292	1,873,880	299,412	16%
Ending net position	\$ 2,196,060	\$ 2,173,292	\$ 22,768	1%

#### **CAPITAL ASSETS**

MAPA net capital assets decreased from \$58,483 to \$41,614 for the period ended June 30, 2017, a decrease of \$16,869. In 2017, MAPA did not have any capital outlays.

#### **ECONOMIC FACTOR**

MAPA relies on funding primarily from the U.S. Department of Transportation (USDOT). Continued funding of Transportation initiatives from USDOT and pass-through of those funds is necessary for MAPA to fulfill its mission.

#### **CONTACTING MAPA FINANCIAL MANAGEMENT**

This financial report is designed to provide our members, citizens and grant providers with a general overview of MAPA finances and operating activities. If you have any questions or require additional information, please contact the MAPA Executive Director, 2222 Cuming Street, Omaha NE 68102, (402)444-6866.

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

**STATEMENT OF NET POSITION**  
June 30, 2017

	<u>Governmental Activities</u>	<u>Business-type Activities</u>	<u>Total</u>
<b>ASSETS</b>			
Cash and cash equivalents (Note 2)	\$ 1,465,550	\$ 349,108	\$ 1,814,658
Investments	358,177	-	358,177
Accounts receivable	58,128	-	58,128
Due from other governmental agencies	1,166,473	-	1,166,473
Due from business-type activities	2,667	-	2,667
Prepaid expenses	38,013	-	38,013
Notes receivable	-	60,504	60,504
Capital assets, net (Note 4)	41,614	-	41,614
Total assets	<u>\$ 3,130,622</u>	<u>\$ 409,612</u>	<u>\$ 3,540,234</u>
<b>LIABILITIES</b>			
Accounts payable	\$856,463	\$ 213	\$ 856,676
Due to other governmental agencies	128,032	-	128,032
Due to governmental activities	-	2,667	2,667
Compensated absences	62,049	-	62,049
Accrued expenses	60,492	-	60,492
Revolving loan fund	-	234,258	234,258
Total liabilities	<u>\$ 1,107,036</u>	<u>\$ 237,138</u>	<u>\$ 1,344,174</u>
<b>NET POSITION</b>			
Investments in capital assets, net of related debt	\$ 41,614	\$ -	\$ 41,614
Restricted	46,378	98,611	144,989
Unrestricted			
Designated	610,903	73,863	684,766
Undesignated	1,324,691	-	1,324,691
Total net position	<u>\$ 2,023,586</u>	<u>\$ 172,474</u>	<u>\$ 2,196,060</u>
Total liabilities and net assets	<u>\$ 3,130,622</u>	<u>\$ 409,612</u>	<u>\$ 3,540,234</u>

See Notes to the Financial Statements

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

**STATEMENT OF ACTIVITIES**  
For the Year Ended June 30, 2017

	Expenses	Program Revenues			Business-type Activities	Total
		Charges for Services	Operating Grants and Contributions	Governmental Activities		
Governmental Activities						
Forums	\$ 199,899	\$ 7,162	\$ 175,410	\$ (17,327)	\$ -	\$ (17,327)
Transportation planning	2,193,061	(378,505)	2,488,536	(83,030)	-	(83,030)
Regional assistance	399,634	49,138	317,323	(33,173)	-	(33,173)
Sustainability planning	227,629	-	113,535	(114,094)	-	(114,094)
Public involvement	136,710	28,092	90,016	(18,602)	-	(18,602)
Administration	231,212	-	45,288	(185,924)	-	(185,924)
Total governmental activities	\$ 3,388,145	\$ (294,113)	\$ 3,230,108	\$ (452,150)	\$ -	\$ (452,150)
Business-type Activities	42,135	-	136,411	-	94,276	94,276
	\$ 3,430,280	\$ (294,113)	\$ 3,366,519	\$ (452,150)	\$ 94,276	\$ (357,874)
General Revenues						
Grants and contributions not restricted to specific programs				\$ 366,819	\$ -	\$ 366,819
Interest income				3,604	89	3,693
Other revenues				10,130	-	10,130
Transfers				-	-	-
Total general revenues				\$ 380,553	\$ 89	\$ 380,642
Change in net position				\$ (71,597)	\$ 94,365	\$ 22,768
Net position, beginning				2,095,183	78,109	2,173,292
Net position, end of year				\$ 2,023,586	\$ 172,474	\$ 2,196,060

See Notes to the Financial Statements

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

**BALANCE SHEET – GOVERNMENTAL FUNDS**

June 30, 2017

	General Fund	Special Revenue Fund	Non-major Funds	Total Governmental Funds
<b>ASSETS</b>				
Cash and cash equivalents	\$ 1,042,641	\$ 376,531	\$ 46,378	\$ 1,465,550
Investment	358,177	-	-	358,177
Accounts receivables	5,165	52,963	-	58,128
Due from other governmental agencies	810,369	-	-	810,369
Due from general fund	-	41,128	7,376	48,504
Due from proprietary fund	2,667	-	-	2,667
Prepaid Expenses	38,013	-	-	38,013
Total assets	<u>\$ 2,257,032</u>	<u>\$ 470,622</u>	<u>\$ 53,754</u>	<u>\$ 2,781,408</u>
<b>LIABILITIES AND FUND BALANCES</b>				
<b>LIABILITIES</b>				
Accounts payable	\$ 106,148	\$ 288,083	\$ -	\$ 394,231
Due to other governmental agencies	128,032	-	-	128,032
Due to general fund	-	-	-	-
Due to special revenue fund	41,128	-	-	41,128
Due to non-major funds	7,376	-	-	7,376
Compensated absences	62,049	-	-	62,049
Accrued expenses	60,492	-	-	60,492
Total liabilities	<u>\$ 405,225</u>	<u>\$ 288,083</u>	<u>\$ -</u>	<u>\$ 693,308</u>
<b>FUND BALANCES</b>				
Restricted	\$ -	\$ -	\$ 46,378	\$ 46,378
Committed	355,000	-	-	355,000
Assigned	65,989	182,539	7,376	255,904
Unassigned	1,430,818	-	-	1,430,818
Total fund balances	<u>\$ 1,851,807</u>	<u>\$ 182,539</u>	<u>\$ 53,754</u>	<u>\$ 2,088,100</u>
Total liabilities and fund balances	<u>\$ 2,257,032</u>	<u>\$ 470,622</u>	<u>\$ 53,754</u>	<u>\$ 2,781,408</u>

**RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS  
TO THE STATEMENT OF NET ASSETS**

Total fund balances of governmental funds	\$ 2,088,100
Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds	41,614
Governmental funds operate on the modified accrual basis as such revenues and expense are recognized when are collectible or payable in 60 days. This represents the difference in long term receivables and payables.	(106,128)
Fund balances reported in the statement of net assets	<u>\$ 2,023,586</u>

See Notes to the Financial Statements



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

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES  
IN FUND BALANCES – GOVERNMENTAL FUNDS**

For the Year Ended June 30, 2017

	General	Special Revenue Fund	Non-major Funds	Total Governmental Funds
<b>REVENUES</b>				
Federal and state	\$ 2,320,866	\$ -	\$ -	\$ 2,320,866
Local governments	433,675	436,104	-	869,779
Charges for services	101,992	-	-	101,992
In-kind	332,923	-	-	332,923
Investment income	3,106	376	122	3,604
Miscellaneous	22,288	61,200	-	83,488
Total revenues	<u>\$ 3,214,850</u>	<u>\$ 497,680</u>	<u>\$ 122</u>	<u>\$ 3,712,652</u>
<b>EXPENDITURES</b>				
Forums	\$ 199,653	\$ -	\$ 246	\$ 199,899
Transportation planning	1,972,980	516,164	-	2,489,144
Regional assistance	399,634	-	-	399,634
Sustainability planning	149,939	77,690	-	227,629
Public involvement	136,710	-	-	136,710
Administration	206,965	-	7,378	214,343
Capital outlay - Administration	-	-	-	-
Total expenditures	<u>\$ 3,065,881</u>	<u>\$ 593,854</u>	<u>\$ 7,624</u>	<u>\$ 3,667,359</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers in	\$ -	\$ -	\$ 10,905	\$ 10,905
Transfers out	(10,905)	-	-	(10,905)
Total other financing sources (uses)	<u>\$ (10,905)</u>	<u>\$ -</u>	<u>\$ 10,905</u>	<u>\$ -</u>
<b>NET CHANGE IN FUND BALANCES</b>	<u>\$ 138,064</u>	<u>\$ (96,174)</u>	<u>\$ 3,403</u>	<u>\$ 45,293</u>
<b>FUND BALANCES, BEGINNING</b>	<u>1,713,743</u>	<u>278,713</u>	<u>50,351</u>	<u>2,042,807</u>
<b>FUND BALANCES, END OF YEAR</b>	<u>\$ 1,851,807</u>	<u>\$ 182,539</u>	<u>\$ 53,754</u>	<u>\$ 2,088,100</u>

**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCES - GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES**

Net change in fund balances - total governmental funds	\$ 45,293
Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This amount is the difference between capital outlays and depreciation.	(16,869)
Governmental funds operate on the modified accrual basis as such revenues and expenses are recognized when are collectible or payable in 60 days. This represents the difference in receipts on long term receivables and payments on long term payables.	(\$100,021)
	<u>\$ (71,597)</u>

See Notes to the Financial Statements

OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY

STATEMENT OF NET POSITION - PROPRIETARY FUND

June 30, 2017

ASSETS

Current Assets

Cash

\$ 349,108

Current maturities - notes receivable

20,244

Total current assets

\$ 369,352

Non-current assets

Notes receivable, less current maturities

\$ 40,260

Total assets

\$ 409,612

LIABILITIES AND NET ASSETS

Current liabilities

Accounts payable

\$ 213

Due to other funds

2,667

Revolving loan fund

234,258

Total liabilities

\$ 237,138

NET POSITION

Unrestricted

\$ 73,863

Restricted

98,611

Total net position

\$ 172,474

Total liabilities and net position

\$ 409,612

See Notes to the Financial Statements

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

**STATEMENT OF REVENUES, EXPENSES, AND CHANGES  
IN NET POSITION - PROPRIETARY FUND  
For the Year Ended June 30, 2017**

Operating Revenues	
Contributions	\$ 37,300
Revolving loan proceeds	98,611
Service fees	<u>500</u>
Total operating revenues	\$ 136,411
Operating Expenses	
Motorist assist	\$ 41,625
Revolving loan administration	<u>510</u>
Total operating expenses	\$ 42,135
Operating income	\$ 94,276
Non-Operating Revenues (Expenses)	
Interest income	\$ 89
Transfers	<u>-</u>
Total non-operating revenues (expenses)	\$ 89
Change in net assets	\$ 94,365
Net Position, beginning	<u>78,109</u>
Net Position, ending	<u>\$ 172,474</u>

See Notes to the Financial Statements

OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY

STATEMENT OF CASH FLOWS - PROPRIETARY FUND

For the Year Ended June 30, 2017

Cash flows from Operating Activities	
Receipts from contributors	\$ 37,300
Receipt for services	500
Additions to revolving loan fund	50,707
Payments for services	(41,693)
Payments to other funds	<u>(5,758)</u>
Net cash flow from operating activities	<u>\$ 41,056</u>
Cash flows from investing activities	
Interest	\$ 89
Disbursements of notes receivable	(50,000)
Payments of notes receivable	9,132
Proceeds of long-term borrowings	-
Repayments on long-term borrowings	<u>-</u>
Net cash provided by investing activities	<u>\$ (40,779)</u>
Net increase in cash	\$ 277
Cash, beginning of year	<u>348,831</u>
Cash, end of year	<u>\$ 349,108</u>

See Notes to the Financial Statements

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

**STATEMENT OF FIDUCIARY NET POSITION - FIDUCIARY FUND**

June 30, 2017

<b>ASSETS</b>		
Investments		\$ 1,036,048
Receivables		
Participant loans	\$ 1,267	
Total Receivables		\$ 1,267
<b>TOTAL ASSETS</b>		<b>\$ 1,037,315</b>
<b>NET ASSETS</b>		
Held in trust for pension benefits		\$ 1,037,315

See Notes to the Financial Statements

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

**STATEMENT OF CHANGES IN FIDUCIARY NET POSITION - FIDUCIARY FUND**  
For the Year Ended June 30, 2017

Additions	
Contributions	
Employer	\$ 55,332
Plan members	41,946
Total Contributions	<u>\$ 97,278</u>
Investment earnings (losses)	\$ 132,372
Loan interest	<u>79</u>
Total additions	<u>\$ 229,729</u>
Deductions	
Benefits paid	\$ 26,748
Forfeiture used to reduce employer contributions	<u>3,497</u>
Total deductions	<u>\$ 30,245</u>
CHANGE IN NET ASSETS	\$ 199,484
NET ASSETS, BEGINNING OF YEAR	<u>837,831</u>
NET ASSETS, END OF YEAR	<u>\$ 1,037,315</u>

See Notes to the Financial Statements

## OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY

### NOTES TO THE FINANCIAL STATEMENTS

For the Year Ended June 30, 2017

#### Note 1. Summary of Significant Accounting Policies

a. Organization:

MAPA was established in June 1967, as a voluntary three-county regional council of governments under the Nebraska Interlocal Cooperation Act of 1963. The initial three counties comprising MAPA were Douglas and Sarpy counties in Nebraska, and Pottawattamie County in Iowa. Washington County, Nebraska and Mills County, Iowa entered into the Interlocal Cooperation Agreement in 1975 and 1976, respectively.

The operations of MAPA are financed through various federal and state grants and assessments to its members. The Interlocal Cooperation Agreement, as amended, provides that the assessments to each of the five participating counties be determined on a pro rata basis using population figures from the latest official census.

b. Reporting Entity:

MAPA has given consideration to potential component units for which it is financially accountable. The Governmental Accounting Standards Board (GASB) has set forth criteria to be considered in determining financial accountability. These criteria include appointing a voting majority of the Organization's governing body and the ability of the MAPA to impose its will on that Organization to provide specific financial benefits to, or impose specific financial burdens on the Organization. As required by accounting principles generally accepted in the United States of America, these financial statements present MAPA (the primary government) and its component unit. The component unit is included in MAPA's reporting entity because of the significance of their operational or financial relationships with MAPA. The associated entity over which MAPA is considered to be financially accountable is included in MAPA's financial statements and is described below.

*Blended Component Unit* - The MAPA Foundation is a legally separate entity from MAPA, but is so intertwined with MAPA that it is, in substance, the same as the Organization. It is reported as a part of MAPA as a Proprietary Fund.

c. Financial Statements:

MAPA's financial statements include both government-wide (reporting MAPA as a whole) and fund financial statements (reporting MAPA's major funds). Both government-wide and fund financial statements categorize primary activities as either government or business type.

*Government-Wide Statements:*

In the statement of net assets, the governmental activities column is presented on a consolidated basis and is reported on a full accrual, economic resource basis, which recognizes all long-term assets and receivables as well as long-term debt and obligations. MAPA's net assets are reported in three parts – invested in capital assets, net of related debt; restricted net assets; and unrestricted net assets.

The statement of activities reports both the gross and net cost of each of MAPA's functions. General government revenues also support the functions. The statement of activities reduces gross expenses (including depreciation) by related program revenues, operating and capital grants. Program revenues must be directly associated with the function. Operating grants include operating-specific and discretionary grants while the capital grants reflect capital-specific grants.

## OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY

### NOTES TO THE FINANCIAL STATEMENTS

For the Year Ended June 30, 2017

#### Note 1. Summary of Significant Accounting Policies (Continued)

The net costs (by function) are normally covered by general revenue. The government-wide focus is more on the sustainability of MAPA as an entity and the change in MAPA's net assets resulting from current year's activities.

##### *Fund Financial Statements:*

The financial transactions of MAPA are reported as individual funds in the fund financial statements. Each fund is accounted for by providing a separate set of self-balancing accounts that comprises its assets, liabilities, reserves, fund equity, revenues and expenditures/expenses. The various funds are reported by generic classification within the financial statements.

The emphasis in fund financial statements is on the major funds in the governmental activities category. Non-major funds by category are summarized into a single column. GASB No. 34 sets forth minimum criteria (percentage of the assets, liabilities, revenues or expenditures/expenses of either fund category) for the determination of major funds.

The following fund types are used by MAPA:

##### Governmental Funds:

The focus of the governmental funds' measurement (in the fund statements) is upon determination of financial position and changes in financial position (sources, uses, and balances of financial resources) rather than upon net income. The following is a description of the governmental funds of MAPA.

*General Fund* – The primary operating fund is used to account for current financial resources not accounted for in other funds.

*Special Revenue Funds* – The special revenue fund consists of funding from local jurisdictions to support regional planning and GIS projects. The revolving loan fund consists of funding from various local jurisdictions available to provide loans to eligible businesses and economic development projects. The officials' expense provides for the funding and support of activities, travel, and other expenses related to the elected and appointed officials of MAPA or their designated alternate. Transfers to this fund are from earnings on treasury bills and various other non-governmental revenues.

MAPA designates fund balances in the Governmental Funds as follows:

*Restricted* - The fund balance is restricted by external impositions such as creditors, grantors, or laws or regulations of other governments.

*Committed* - The fund balance has been designated by the Board for a specific purpose.

*Assigned* - The fund balances has not been designated by the Board for a specific purpose, but has been separated based on the type of revenue.

*Unassigned* - The portion of the General Fund not restricted, committed, or assigned for a specific purpose.



OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY

NOTES TO THE FINANCIAL STATEMENTS

For the Year Ended June 30, 2017

Note 1. Summary of Significant Accounting Policies (Continued)

Enterprise Funds:

*MAPA Foundation* - The MAPA Foundation provides for the funds and support of the safety program, Metro Area Motorist Assist Program, and for the education of local elected and appointed officials for alternative methods to deliver programs and projects. The Foundation is designated as a National Development Organization (NDO). As a NDO the Foundation administers Community Development Block Grant Loan programs.

Fiduciary Funds:

Fiduciary funds are used to report assets held in a trustee or agency capacity for others and therefore are not available to support MAPA programs. The reporting focus is on net assets and changes in net assets and are reported using accounting principles similar to proprietary funds.

MAPA's fiduciary fund is presented in the fiduciary fund financial statements for the pension trust fund. Since by definition these assets are being held for the benefit of a third party (pension participants) and cannot be used to address activities or obligations of the government, these funds are not incorporated into the government-wide statements.

d. Basis of Accounting:

Basis of accounting refers to the point at which revenues or expenditures/expenses are recognized in the accounts and reported in the financial statements. It relates to the timing of the measurements made regardless of the measurement focus applied.

*Accrual* - The governmental activities in the government-wide financial statements, proprietary fund financial statements and the fiduciary fund financial statements are presented on the accrual basis of accounting. Revenues are recognized when earned and expenses are recognized when incurred.

*Modified Accrual* - The governmental funds financial statements are presented on the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual; i.e. both measurable and available. "Available" means collectible within the current period or within 60 days after year-end. Expenditures are generally recognized under the modified accrual basis of accounting when the related liability is incurred.

e. Investments:

Investments are stated at fair value. Investments in the Pension Trust Fund are carried at fair value and are administered by a third party.

OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY

NOTES TO THE FINANCIAL STATEMENTS

For the Year Ended June 30, 2017

Note 1. Summary of Significant Accounting Policies (Continued)

f. Capital Assets:

Capital assets purchased or acquired with an original cost of \$1,000 or more are reported at historical cost or estimated historical cost. Contributed assets are reported at fair value as of the date received. Additions, improvements and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred. Depreciation on all assets is provided on the straight-line method over the following estimated useful lives: furniture, fixtures, and equipment at 5-7 years and automobiles at 5 years.

g. Accrued Compensated Absences:

Employees accumulate earned but unused vacation and sick pay benefits. Vacation pay is expected to be liquidated with expendable available financial resources and is reported as an expenditure and a liability of the General Fund. Accumulated sick pay is recorded at the maximum amount allowed as a termination payment, using the termination payment method.

h. Budgets:

The board of directors adopts an annual budget for its General Fund. The amount appropriated for expenditures represents the expenditure limit. Original appropriations are modified by transfers among budget categories or by increases in funding sources. The board of directors approves the original budget and all significant changes.

i. Income Taxes:

MAPA is a governmental subdivision of the State of Nebraska and, accordingly, no provision for federal or state income taxes is required.

j. Reported Reimbursable Costs:

Revenue is received from federal, state, and county sources, and is based on reported costs as defined by the funding sources and on provision of services. The accompanying financial statements reflect reported costs, which are subject to review by the funding sources and contractors. In the opinion of management, reported costs represent proper costs as defined by funding contract criteria and the various funding sources or contractors have questioned no amounts reported at June 30, 2017.

k. Accounting Estimates:

The preparation of purpose financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from these estimates.

l. Subsequent Events:

MAPA has evaluated subsequent events through December 7, 2017, the date on which the financial statements were issued. MAPA has concluded there are no subsequent events, which have occurred from June 30, 2017 through December 7, 2017 which require additional disclosure.

OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY

NOTES TO THE FINANCIAL STATEMENTS

For the Year Ended June 30, 2017

Note 2. Cash and Short-term Investments

a. Deposits:

At year end, MAPA's carrying amount of deposits was \$711,667. The bank balances for all funds totaled \$711,917. For purposes of classifying categories of custodial risk, the bank balances of MAPA's deposits, as of June 30, 2017, \$123 held with Paypal were not insured or collateralized.

MAPA also had \$1,146,584 deposited in the Nebraska Public Agency Investment Trust (NPAIT). NPAIT is a public entity investment pool operated under the direction of a seven member Board of Trustees. Securities held by NPAIT are not held in MAPA's name, are held in a pooled fund and, therefore, are not categorized as to credit risk.

b. Investments:

As of June 30, 2017, MAPA had the following investments.

Investment Name	Maturity	Credit Rating	Fair Value
Certificate of Deposit	9/11/2017	N/A	\$ 100,603
Certificate of Deposit	9/4/2018	N/A	100,923
Certificate of Deposit	7/23/2019	N/A	106,382
Certificate of Deposit	5/1/2020	N/A	50,296
			<u>\$ 358,177</u>

*Interest Rate Risk* – MAPA's investment goal, as a political subdivision, is to focus on minimizing risk, rather than maximizing funds. In order to control interest rate risk MAPA's investment policy limits the maturity of its investments. The maturity date of any investment shall not exceed ten years. Funds restricted for agency closing costs shall have the following limitations related to maturity dates: At least 25% shall have a maturity date of two years or less. At least 50% shall have a maturity date of 5 years or less.

*Credit Risk* - State law limits requires all investments to be fully insured or collateralized. MAPA's investment policy limits its investment choices to certificates of deposit, treasury bonds and notes, and NPAIT deposit accounts. The chart above notes the Moody's Investors Service credit ratings as of June 30, 2017.

*Concentration of Credit Risk* - MAPA places no limit on the amount it may invest in any one issuer. All of MAPA's investments are in Certificates of Deposit as of June 30, 2017.

Investments in Employee's Retirement System:

Investments in the employees' retirement system are carried at fair value. At June 30, 2017, the balances of investments in the employees' retirement system were \$1,037,315. The investments consist of mutual funds and similar pooled arrangements and, therefore, are not categorized as to credit risk.

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

**NOTES TO THE FINANCIAL STATEMENTS**

For the Year Ended June 30, 2017

**Note 3. Notes Receivable, Notes Payable and Revolving Loan Fund**

The MAPA Foundation contracts with its members to administer their Community Development Block Grant loan programs. As part of the grant, federal funds are loaned to eligible businesses for business growth and development. The loans are lent at 0% interest. As of June 30, 2017, \$60,504 remained in notes receivable. A note receivable in the amount of \$235,998 was forgiven as of June 30, 2017 for the successful completion of a job maintenance period. As of June 30, 2017, the State forgave MAPA \$235,998, at the successful completion of a job maintenance period. As of June 30, 2017, MAPA had collected \$332,869 for revolving fund loans from multiple projects of which \$98,611 is considered free from federal compliance standards. The remaining \$234,258 funds shall continue to meet federal compliance standards until MAPA collects on the second set of loans.

**Note 4. Capital Assets**

Capital asset activity for the year ended June 30, 2017 is as follows:

	Beginning Balance	Additions	Disposals	Ending Balance
Furniture, fixtures, and equipment	\$ 139,223	\$ --	\$ --	\$ 139,223
Automobiles	51,215	--	--	51,215
	<u>\$ 190,438</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ 190,438</u>
Less Accumulated Depreciation	(131,955)	(16,869)	--	(148,824)
	<u>\$ 58,483</u>	<u>\$ (16,869)</u>	<u>\$ --</u>	<u>\$ 41,614</u>

**Note 5. Retirement Plan**

In June 1976, the board of directors approved the MAPA employees' retirement program (a money-purchase pension plan). This plan, known as the MAPA Pension Trust, is a defined contribution plan. Participation in the plan is mandatory for employees hired after July 1, 1976. A minimum of 9.5% of each eligible employee's annual compensation is contributed to the plan. 5.5% of the contribution is made by MAPA and the employee makes 4%. Employees may also make voluntary contributions not to exceed an additional 6% of their annual compensation. The current year covered payroll was \$1,006,027 and the total current year payroll was \$1,112,393. At June 30, 2017, the retirement plan had assets with a fair value of \$1,037,315. The participants are 100% vested in employee contributions. Employer contributions vest over a five-year period. During the current year the employer contributed \$55,332. The employees contributed \$41,946, of which \$40,241 (4.0% of covered payroll) was regular contributions and \$1,705 was employee voluntary contributions.

**Note 6. Deferred Compensation Plan**

MAPA sponsors a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The plan, available to all MAPA employees, permits them to defer a portion of their salary until future years. The deferred compensation is not available to employees until termination, total and permanent disability, retirement, death, or unforeseeable emergency. The plan assets are held in trust by a third party for the employees and are not reflected in these financial statements.

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

**NOTES TO THE FINANCIAL STATEMENTS**

For the Year Ended June 30, 2017

**Note 7. Lease Commitments**

MAPA leases office space and one piece of equipment under non-cancelable operating leases. The scheduled future minimum lease payments are as follows:

<u>Year Ending June 30,</u>	
2018	\$ 7,461
2019	7,461
2020	4,902
	<u>\$ 19,824</u>

Lease expenditures paid were \$75,751 for the year ended June 30, 2017.

**Note 8. Net Position**

Restricted and designated net position as of June 30, 2017 is as follows:

		Governmental Activities	Business-type Activities	Total
Restricted	Revolving Loan Fund	\$ 46,378	\$ 98,611	\$144,989
Unrestricted, Designated	Projected agency operating and closing costs in the event MAPA would cease operations	355,000	--	355,000
	Local match for federal aid projects	27,765	--	27,765
	Nebraska-Iowa Regional Orthophotography Consortium (NIROC)	188,616	--	188,616
	Heartland 2050	24,435	--	24,435
	Heartland Active Transportation Summit	7,711	--	7,711
	Officials Expense Fund	7,376	--	7,376
	Metropolitan Area Motorist Assist (MAMA)	--	73,863	73,863
	Total Unrestricted, Designated	\$ 610,903	\$73,863	\$ 684,766

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

**NOTES TO THE FINANCIAL STATEMENTS**

For the Year Ended June 30, 2017

**Note 9. Transfers**

Transfers from the General Fund to the Non-Major Funds consisted of \$10,905 for the Officials Fund.

**Note 10. Risk Management**

MAPA is exposed to various risk of loss related to torts, theft, damage or destruction of assets, errors or omissions, injuries to employees, and risks normally associated with a governmental subdivision. These risks are transferred to independent insurance carriers and no self-insurance program is maintained by MAPA beyond normal insurance policy deductible provisions.

**Note 11. Commitments and Contingent Liabilities**

MAPA participates in a number of federally assisted grant programs. Compliance with the grants is subject to audit by various government agencies, which may impose sanctions in the event of noncompliance. Management believes that they have complied with all aspects of the various grant provisions and the results of adjustments, if any, relating to such audits would be immaterial to the accompanying combined financial statements.

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

**COMPARISON OF REVENUES, EXPENDITURES AND CHANGES  
IN FUND BALANCES – GOVERNMENTAL FUNDS**

For the Year Ended June 30, 2017

	Budget Original	Budget Final	Actual Amounts	Variance Favorable (Unfavorable)
<b>REVENUES</b>				
Federal and state	\$ 3,898,240	\$ 3,698,240	\$ 2,320,866	\$ (1,377,374)
Local governments	733,069	595,829	869,779	273,950
Charges for services	1,011,699	1,011,699	101,992	(909,707)
In-kind	569,650	583,150	332,923	(250,227)
Investment income	-	-	3,604	3,604
Miscellaneous	73,500	73,500	83,488	9,988
Total revenues	<u>\$ 6,286,158</u>	<u>\$ 5,962,418</u>	<u>\$ 3,712,652</u>	<u>\$ (2,249,766)</u>
<b>EXPENDITURES</b>				
Forums	\$ 199,961	\$ 186,567	\$ 199,899	\$ (13,332)
Transportation planning	4,502,328	4,220,362	2,489,144	1,731,218
Regional assistance	1,148,470	1,148,470	399,634	748,836
Sustainability planning	252,121	252,121	227,629	24,492
Public involvement	104,740	95,460	136,710	(41,250)
Administration	78,538	59,438	214,343	(154,905)
Total expenditures	<u>\$ 6,286,158</u>	<u>\$ 5,962,418</u>	<u>\$ 3,667,359</u>	<u>\$ 2,295,059</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers in	\$ -	\$ -	\$ 10,905	\$ 10,905
Transfers out	-	-	(10,905)	(10,905)
Total other financing sources (uses)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>NET CHANGE IN FUND BALANCES</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 45,293</u>	<u>\$ 45,293</u>
<b>FUND BALANCES, BEGINNING</b>	<u>2,042,807</u>	<u>2,042,807</u>	<u>2,042,807</u>	<u>-</u>
<b>FUND BALANCES, END OF YEAR</b>	<u>\$ 2,042,807</u>	<u>\$ 2,042,807</u>	<u>\$ 2,088,100</u>	<u>\$ 45,293</u>

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

**COMBINING BALANCE SHEET – NONMAJOR GOVERNMENTAL FUNDS**

June 30, 2017

	<u>Revolving Loan Fund</u>	<u>Officials Expense Fund</u>	<u>Total Non- major Funds</u>
<b>ASSETS</b>			
Cash and cash equivalents	\$ 46,378	\$ -	\$ 46,378
Due from general fund	-	7,376	7,376
Total assets	<u>\$ 46,378</u>	<u>\$ 7,376</u>	<u>\$ 53,754</u>
<b>FUND BALANCES</b>			
Restricted	\$ 46,378		\$ 46,378
Assigned		7,376	7,376
Total fund balances	<u>\$ 46,378</u>	<u>\$ 7,376</u>	<u>\$ 53,754</u>
Total liabilities and fund balances	<u>\$ 46,378</u>	<u>\$ 7,376</u>	<u>\$ 53,754</u>



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

**COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCES – NONMAJOR GOVERNMENTAL FUNDS**

For the Year Ended June 30, 2017

	<u>Revolving Loan Fund</u>	<u>Officials Expense Fund</u>	<u>Total Non- major Funds</u>
<b>REVENUES</b>			
Investment income	\$ 122	\$ -	\$ 122
Miscellaneous	-	-	-
Total revenues	<u>\$ 122</u>	<u>\$ -</u>	<u>\$ 122</u>
<b>EXPENDITURES</b>			
Forums	\$ -	\$ 246	\$ 246
Administration	-	7,378	7,378
Total expenditures	<u>\$ -</u>	<u>\$ 7,624</u>	<u>\$ 7,624</u>
<b>OTHER FINANCING SOURCES (USES)</b>			
Transfers in	\$ -	10,905	\$ 10,905
Transfers out	-	-	-
Total other financing sources (uses)	<u>\$ -</u>	<u>\$ 10,905</u>	<u>\$ 10,905</u>
<b>NET CHANGE IN FUND BALANCES</b>	<u>\$ 122</u>	<u>\$ 3,281</u>	<u>\$ 3,403</u>
<b>FUND BALANCES, BEGINNING</b>	<u>46,256</u>	<u>4,095</u>	<u>50,351</u>
<b>FUND BALANCES, END OF YEAR</b>	<u>\$ 46,378</u>	<u>\$ 7,376</u>	<u>\$ 53,754</u>

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

**SCHEDULE OF STATE OF IOWA FINANCIAL ASSISTANCE**  
For the Year Ended June 30, 2017

**Iowa Department of Economic Development**

Iowa Councils of Governments Assistance  
Contract Number: 16ICOG01

\$ 11,176

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

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**

For the Year Ended June 30, 2017

Federal Grantor/Pass-Through Grantor/Program Title	Federal CFDA Number	Agreement Number	Expenditures	Subrecipients
<b>Economic Development Administration, Department of Commerce</b>				
Direct Program				
Economic Development Support for Planning Organizations	11.302	05-83-05705	\$ 66,000	\$ -
Total Economic Development Administration			\$ 66,000	\$ -
<b>Department of Defense</b>				
Direct Programs				
Community Economic Adjustment Assistance for Compatible Use and Joint Land Use Studies	12.610	EN1317-16-02	\$ 42,432	\$ -
Total Department of Defense			\$ 42,432	\$ -
<b>U.S. Department of Transportation</b>				
Direct Program				
Federal Transit Cluster				
Federal Transit Capital Investment Grants	20.500	NE-04-0006-00	\$ 2,952	
Transit Service Program Cluster				
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	NE-16-x039-00	\$ 113,225	\$ 29,493
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	NE-2016-015-01	94,480	94,480
Job Access-Reverse Commute	20.516	NE-37-x008-03	72,236	72,236
Passed-Through				
Nebraska Department of Roads				
Metropolitan Transportation Planning	20.505	C990(016)	\$ 54,540	\$ -
Metropolitan Transportation Planning	20.505	C990(017)	362,780	98,000
Iowa Department of Transportation				
Metropolitan Transportation Planning	20.505	17MPO-MAPA	\$ 34,722	\$ -
Formula Grants for Rural Areas	20.509	17RPA-18	22,324	-
Total Federal Transit Administration			\$ 757,259	\$ 294,209
Passed-Through				
Nebraska Department of Roads				
Highway Planning and Construction	20.205	VL1603	\$ 838,839	\$ 266,784
Highway Planning and Construction	20.205	BM1203	40,906	40,906
Highway Planning and Construction	20.205	BM1213	32,501	-
Highway Planning and Construction	20.205	BL1670	164,748	13,303
Iowa Department of Transportation				
Highway Planning and Construction	20.205	17MPO-MAPA	\$ 149,936	\$ 35,000
Highway Planning and Construction	20.205	17RPA-18	18,951	-
Total U.S. Department of Transportation			\$ 1,245,881	\$ 355,993
<b>Environmental Protection Agency</b>				
Direct Program				
Brownfields Assessment and Cleanup Cooperative	66.818	BF-97727801-0	\$ 22,456	\$ -
Agreements	66.818	BF-97727901-0	28,726	-
Total Environmental Protection Agency			\$ 51,182	\$ -
<b>TOTAL EXPENDITURES OF FEDERAL AWARDS</b>			<b>\$ 2,162,754</b>	<b>\$ 650,202</b>

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

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**

For the Year Ended June 30, 2017

**Note 1. Basis of Presentation**

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of the Omaha-Council Bluffs Metropolitan Area Planning Agency (MAPA) under programs of the federal government for the year ended June 30, 2017. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of MAPA, it is not intended to and does not present the financial position, changes in net assets, or cash flows of MAPA.

**Note 2. Summary of Significant Accounting Policies**

Expenditures reported on the Schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

**Note 3. Indirect Cost Rate**

MAPA has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING  
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF  
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH  
GOVERNMENT AUDITING STANDARDS**

To the Board of Directors  
Omaha – Council Bluffs Metropolitan Area Planning Agency  
Omaha, Nebraska

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Omaha – Council Bluffs Metropolitan Area Planning Agency (MAPA) as of and for the year ended June 30, 2017, and have issued our report thereon dated December 7, 2017.

**Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered MAPA's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of MAPA's internal control. Accordingly, we do not express an opinion on the effectiveness of MAPA's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether MAPA's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Council Bluffs, Iowa  
December 7, 2017

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**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR  
FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER  
COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

To the Board of Directors  
Omaha – Council Bluffs Metropolitan Area Planning Agency  
Omaha, Nebraska

**Report on Compliance for Each Major Federal Program**

We have audited Omaha – Council Bluffs Metropolitan Area Planning Agency's (MAPA) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of MAPA's major federal programs for the year ended June 30, 2017. MAPA's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

**Management's Responsibility**

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

**Auditor's Responsibility**

Our responsibility is to express an opinion on compliance for each of MAPA's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about MAPA's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of MAPA's compliance.

**Opinion on Each Major Federal Program**

In our opinion, MAPA complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2017.

## Report on Internal Control Over Compliance

Management of MAPA is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered MAPA's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of MAPA's internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Council Bluffs, Iowa  
December 7, 2017



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

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**

For the Year Ended June 30, 2017

**I. Summary of Auditor's Results:**

Financial Statements:

Type of auditor's report issued:	Unmodified
Internal control over financial reporting:	
Material weaknesses identified:	No
Significant deficiency(ies) identified?	None Reported
Noncompliance material to financial statements noted:	No

Federal Awards:

Internal control over major programs:	
Material weaknesses identified:	No
Significant deficiency(ies) identified?	None Reported
Type of auditor's report issued on compliance for major programs:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with section 2 CFR 200.516(a)?	No

Identification of major programs:

<u>Name of Federal Program or Cluster</u>	<u>CFDA Number</u>	<u>Expenditures</u>
Metropolitan Transportation Planning	20.505	\$ 452,042

Dollar threshold used to distinguish between type A and type B programs: \$ 750,000

Auditee qualified as low-risk auditee? Yes

**II. Financial Statement Findings**

None reported

**III. Findings and Questioned Costs for Federal Awards**

None reported

2018 Pictometry project

County	Jurisdiction	Cost per Pictometry	Total	2018	2019	2020	2021	2022	2023	Not in MOU
Douglas	City of Omaha		51,935.25	25,967.63	25,967.62					
Douglas	Douglas County		51,935.25	25,967.63	25,967.62					
Douglas	Papio-Mo NRD		30,000.00	15,000.00	15,000.00					
Douglas	Omaha Airport Authority		15,000.00	15,000.00						
		446,611.50	148,870.50	81,935.26	66,935.24	-	-	-	-	297,741.01
Sarpy	Sarpy County	272,108.00	30,900.00	30,900.00						
Sarpy	Papio-Mo NRD		20,000.00	10,000.00	10,000.00					
		272,108.00	50,900.00	40,900.00	10,000.00	-	-	-	-	221,208.00
Lancaster	Lancaster County	1,013,361.00	1,013,361.00	168,893.50	168,893.50	168,893.50	168,893.50	168,893.50	168,893.50	
Pottawattamie	Pottawattamie County	380,864.24	380,864.24	63,477.37	63,477.37	63,477.37	63,477.37	63,477.37	63,477.39	
	MUD	20,000.00	10,000.00	10,000.00						
		2,132,944.74	1,603,995.74	365,206.13	309,306.11	232,370.87	232,370.87	232,370.87	232,370.89	518,949.01
	Project 1	525,464.50								
	Project 2	836,579.74								
	Project 3	764,175.50								
		2,126,219.74								
		(6,725.00)								
Payment schedule										
	Jun-18	370,981.12								
	Jun-19	306,806.12								
	Jun-20	362,108.13								
	Jun-21	362,108.12								
	Jun-22	362,108.13								
	Jun-23	362,108.12								
		2,126,219.74								

AN AGREEMENT BETWEEN THE OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY, AND THE CITY OF OMAHA TO OBTAIN DIGITAL MAP PRODUCTS FOR THE REGION

THIS AGREEMENT made and entered into this            day of            , 2017 by and between the Omaha-Council Bluffs Metropolitan Area Planning Agency (hereinafter called MAPA), and the City of Omaha.

WITNESSETH:

WHEREAS, a group of agencies from Eastern Nebraska and Western Iowa (Nebraska-Iowa Regional Orthophotography Consortium), hereinafter called the NI-ROC, and MAPA officials have mutually agreed the NI-ROC area will benefit from the mapping products to be obtained and have determined that such products can be acquired at a lower cost through a joint mapping effort than if acquired by individual agencies.

WHEREAS, the NI-ROC and MAPA officials have further determined that the mutual sharing of all products obtained under this agreement, as well as other non-proprietary digital data already owned by NI-ROC members, benefits all NI-ROC agencies

NOW, THEREFORE, the parties do agree that:

I.  
PURPOSE

The purpose of this agreement is to provide for the funding and administration of a Mapping Project (hereinafter called the Project). The project shall be undertaken by the Firm of Pictometry, Inc.

II.  
STEERING COMMITTEE

A Steering Committee shall be formed, which shall be made up of at least five representatives of the NI-ROC members, and which shall be responsible for guiding the conduct of the Project, and deciding whether to accept the finished products of the Project Contractor. The Steering Committee shall select a Project Manager from the MAPA staff who will be the point of contact between the Steering Committee and Pictometry, Inc. The Steering Committee will provide general direction relating to Project contract administration; such direction will be carried out by the Project Manager. The Steering Committee will provide staff resources necessary to review the Mapping Products and to distribute and install the products for NI-ROC members.

III.  
SCOPE OF SERVICES

The scope of services to be performed or procured pursuant to this agreement will be as described in the Contract between MAPA and Pictometry, Inc. The work shall include obtaining aerial photography for portions of Douglas, Lancaster, Sarpy and Saunders Counties in Nebraska and Pottawattamie County in Iowa. The Contractor will produce digital orthophotos, oblique imaging and other digital mapping products, as further specified in the Contract, within the mapping area.

IV.  
METHODS AND PROCEDURE

The work program developed by the Steering Committee shall be performed by Pictometry, Inc., who is recognized to have expertise in the field of this endeavor. MAPA shall enter into the contract with Pictometry, Inc. for completion of the contemplated work. No contract shall be signed with Pictometry, Inc. until MAPA and the NI-ROC members have executed this Interlocal Agreement. After completion of the Project by Pictometry, Inc. each party to this Agreement shall receive a copy of the Digital Mapping Products which may be used for whatever purpose they desire.

V.  
FEES, RECORDS, PAYMENT

MAPA shall make payment in response to the billings by Pictometry, Inc.

Pictometry, Inc. shall provide regular progress reports which shall be available to all NI-ROC members via the internet. An account of Project billings and payments by MAPA shall be made available to NI-ROC members upon request.

The City of Omaha shall pay MAPA a total amount of \$51,935.25 in NI-ROC funding. Payment will be made in two equal annual installments on or before June 30, 2018 and 2019 or by an accelerated method as mutually agreed upon by both parties. Payment will be made within 30 days of receipt of bill.

VI.  
ADMINISTRATION

Administration of the Project shall be the responsibility of MAPA. The Steering Committee shall review payment decisions made by MAPA before payment is made to Pictometry, Inc. Payment may be withheld if, in the opinion of the Steering Committee, Pictometry, Inc. has not properly performed or documented the services for which the billing has been made, or if said services are not within the approved scope of services.

VII.  
DURATION

This Agreement shall remain in full force and effective until which time the payment schedule in Section V has been fulfilled. Services from Pictometry, Inc. shall be completed no later than December 31, 2018, unless the Project contemplated by this Agreement has been fully performed to the satisfaction of MAPA and the NI-ROC prior to that date, in which case, the Agreement will terminate upon the completion of the Steering Committee's duties. This Agreement may be extended past December 31, 2018, upon the mutual agreement of all parties to this Agreement, if it is necessary for completion of the Project contemplated by it.

VIII.  
NON-DISCRIMINATION

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

IX.  
APPLICABLE LAW

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

X.  
STRICT COMPLIANCE

All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from an authorized representative.

XI.  
MERGER

This Agreement shall not be merged into any other oral or written contract, lease or deed of any type. This is the complete and full agreement of the parties.

XII.  
MODIFICATION

This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties.

In WITNESSETH WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their duly authorized representative.

OMAHA-COUNCIL BLUFFS  
METROPOLITAN AREA PLANNING AGENCY

ATTEST:

BY: \_\_\_\_\_  
Executive Director Date

BY: \_\_\_\_\_  
Date

PRINT NAME\_\_\_\_\_

PRINT NAME\_\_\_\_\_

CITY OF OMAHA

ATTEST:

BY: \_\_\_\_\_  
Date

BY: \_\_\_\_\_  
Date

Position\_\_\_\_\_

PRINT NAME\_\_\_\_\_

PRINT NAME\_\_\_\_\_

AN AGREEMENT BETWEEN THE OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY, AND DOUGLAS COUNTY TO OBTAIN DIGITAL MAP PRODUCTS FOR THE REGION

THIS AGREEMENT made and entered into this            day of            , 2017 by and between the Omaha-Council Bluffs Metropolitan Area Planning Agency (hereinafter called MAPA), and Douglas County.

WITNESSETH:

WHEREAS, a group of agencies from Eastern Nebraska and Western Iowa (Nebraska-Iowa Regional Orthophotography Consortium), hereinafter called the NI-ROC, and MAPA officials have mutually agreed the NI-ROC area will benefit from the mapping products to be obtained and have determined that such products can be acquired at a lower cost through a joint mapping effort than if acquired by individual agencies.

WHEREAS, the NI-ROC and MAPA officials have further determined that the mutual sharing of all products obtained under this agreement, as well as other non-proprietary digital data already owned by NI-ROC members, benefits all NI-ROC agencies

NOW, THEREFORE, the parties do agree that:

I.  
PURPOSE

The purpose of this agreement is to provide for the funding and administration of a Mapping Project (hereinafter called the Project). The project shall be undertaken by the Firm of Pictometry, Inc.

II.  
STEERING COMMITTEE

A Steering Committee shall be formed, which shall be made up of at least five representatives of the NI-ROC members, and which shall be responsible for guiding the conduct of the Project, and deciding whether to accept the finished products of the Project Contractor. The Steering Committee shall select a Project Manager from the MAPA staff who will be the point of contact between the Steering Committee and Pictometry, Inc. The Steering Committee will provide general direction relating to Project contract administration; such direction will be carried out by the Project Manager. The Steering Committee will provide staff resources necessary to review the Mapping Products and to distribute and install the products for NI-ROC members.

III.  
SCOPE OF SERVICES

The scope of services to be performed or procured pursuant to this agreement will be as described in the Contract between MAPA and Pictometry, Inc. The work shall include obtaining aerial photography for portions of Douglas, Lancaster, Sarpy and Saunders Counties in Nebraska and Pottawattamie County in Iowa. The Contractor will produce digital orthophotos, oblique imaging and other digital mapping products, as further specified in the Contract, within the mapping area.

IV.  
METHODS AND PROCEDURE

The work program developed by the Steering Committee shall be performed by Pictometry, Inc., who is recognized to have expertise in the field of this endeavor. MAPA shall enter into the contract with Pictometry, Inc. for completion of the contemplated work. No contract shall be signed with Pictometry, Inc. until MAPA and the NI-ROC members have executed this Interlocal Agreement. After completion of the Project by Pictometry, Inc. each party to this Agreement shall receive a copy of the Digital Mapping Products which may be used for whatever purpose they desire.

V.  
FEES, RECORDS, PAYMENT

MAPA shall make payment in response to the billings by Pictometry, Inc.

Pictometry, Inc. shall provide regular progress reports which shall be available to all NI-ROC members via the internet. An account of Project billings and payments by MAPA shall be made available to NI-ROC members upon request.

Douglas County shall pay MAPA a total amount of \$51,935.25 in NI-ROC funding. Payment will be made in two equal annual installments on or before June 30, 2018 and 2019 or by an accelerated method as mutually agreed upon by both parties. Payment will be made within 30 days of receipt of bill.

VI.  
ADMINISTRATION

Administration of the Project shall be the responsibility of MAPA. The Steering Committee shall review payment decisions made by MAPA before payment is made to Pictometry, Inc. Payment may be withheld if, in the opinion of the Steering Committee, Pictometry, Inc. has not properly performed or documented the services for which the billing has been made, or if said services are not within the approved scope of services.

VII.  
DURATION

This Agreement shall remain in full force and effective until which time the payment schedule in Section V has been fulfilled. Services from Pictometry, Inc. shall be completed no later than December 31, 2018, unless the Project contemplated by this Agreement has been fully performed to the satisfaction of MAPA and the NI-ROC prior to that date, in which case, the Agreement will terminate upon the completion of the Steering Committee's duties. This Agreement may be extended past December 31, 2018, upon the mutual agreement of all parties to this Agreement, if it is necessary for completion of the Project contemplated by it.

VIII.  
NON-DISCRIMINATION

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

IX.  
APPLICABLE LAW

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

X.  
STRICT COMPLIANCE

All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from an authorized representative.

XI.  
MERGER

This Agreement shall not be merged into any other oral or written contract, lease or deed of any type. This is the complete and full agreement of the parties.

XII.  
MODIFICATION

This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties.

In WITNESSETH WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their duly authorized representative.

OMAHA-COUNCIL BLUFFS  
METROPOLITAN AREA PLANNING AGENCY

ATTEST:

BY: \_\_\_\_\_  
Executive Director Date

BY: \_\_\_\_\_  
Date

PRINT NAME\_\_\_\_\_

PRINT NAME\_\_\_\_\_

DOUGLAS COUNTY

ATTEST:

BY: \_\_\_\_\_  
Date

BY: \_\_\_\_\_  
Date

Position\_\_\_\_\_

PRINT NAME\_\_\_\_\_

PRINT NAME\_\_\_\_\_



AN AGREEMENT BETWEEN THE OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY, AND THE PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT TO OBTAIN DIGITAL MAP PRODUCTS FOR THE REGION

THIS AGREEMENT made and entered into this       day of       , 2017 by and between the Omaha-Council Bluffs Metropolitan Area Planning Agency (hereinafter called MAPA), and the Papio-Missouri River Natural Resources District.

WITNESSETH:

WHEREAS, a group of agencies from Eastern Nebraska and Western Iowa (Nebraska-Iowa Regional Orthophotography Consortium), hereinafter called the NI-ROC, and MAPA officials have mutually agreed the NI-ROC area will benefit from the mapping products to be obtained and have determined that such products can be acquired at a lower cost through a joint mapping effort than if acquired by individual agencies.

WHEREAS, the NI-ROC and MAPA officials have further determined that the mutual sharing of all products obtained under this agreement, as well as other non-proprietary digital data already owned by NI-ROC members, benefits all NI-ROC agencies

NOW, THEREFORE, the parties do agree that:

I.  
PURPOSE

The purpose of this agreement is to provide for the funding and administration of a Mapping Project (hereinafter called the Project). The project shall be undertaken by the Firm of Pictometry, Inc.

II.  
STEERING COMMITTEE

A Steering Committee shall be formed, which shall be made up of at least five representatives of the NI-ROC members, and which shall be responsible for guiding the conduct of the Project, and deciding whether to accept the finished products of the Project Contractor. The Steering Committee shall select a Project Manager from the MAPA staff who will be the point of contact between the Steering Committee and Pictometry, Inc. The Steering Committee will provide general direction relating to Project contract administration; such direction will be carried out by the Project Manager. The Steering Committee will provide staff resources necessary to review the Mapping Products and to distribute and install the products for NI-ROC members.

III.  
SCOPE OF SERVICES

The scope of services to be performed or procured pursuant to this agreement will be as described in the Contract between MAPA and Pictometry, Inc. The work shall include obtaining aerial photography for portions of Douglas, Lancaster, Sarpy and Saunders Counties in Nebraska and Pottawattamie County in Iowa. The Contractor will produce digital orthophotos, oblique imaging and other digital mapping products, as further specified in the Contract, within the mapping area.

#### IV. METHODS AND PROCEDURE

The work program developed by the Steering Committee shall be performed by Pictometry, Inc., who is recognized to have expertise in the field of this endeavor. MAPA shall enter into the contract with Pictometry, Inc. for completion of the contemplated work. No contract shall be signed with Pictometry, Inc. until MAPA and the NI-ROC members have executed this Interlocal Agreement. After completion of the Project by Pictometry, Inc. each party to this Agreement shall receive a copy of the Digital Mapping Products which may be used for whatever purpose they desire.

#### V. FEES, RECORDS, PAYMENT

MAPA shall make payment in response to the billings by Pictometry, Inc.

Pictometry, Inc. shall provide regular progress reports which shall be available to all NI-ROC members via the internet. An account of Project billings and payments by MAPA shall be made available to NI-ROC members upon request.

The Papio-Missouri River Natural Resources District shall pay MAPA a total amount of \$50,000.00 in NI-ROC funding. Payment will be made in two equal annual installments on or before June 30, 2018 and 2019 or by an accelerated method as mutually agreed upon by both parties. Payment will be made within 30 days of receipt of bill.

#### VI. ADMINISTRATION

Administration of the Project shall be the responsibility of MAPA. The Steering Committee shall review payment decisions made by MAPA before payment is made to Pictometry, Inc. Payment may be withheld if, in the opinion of the Steering Committee, Pictometry, Inc. has not properly performed or documented the services for which the billing has been made, or if said services are not within the approved scope of services.

#### VII. DURATION

This Agreement shall remain in full force and effective until which time the payment schedule in Section V has been fulfilled. Services from Pictometry, Inc. shall be completed no later than December 31, 2018, unless the Project contemplated by this Agreement has been fully performed to the satisfaction of MAPA and the NI-ROC prior to that date, in which case, the Agreement will terminate upon the completion of the Steering Committee's duties. This Agreement may be extended past December 31, 2018, upon the mutual agreement of all parties to this Agreement, if it is necessary for completion of the Project contemplated by it.

#### VIII. NON-DISCRIMINATION

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

IX.  
APPLICABLE LAW

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

X.  
STRICT COMPLIANCE

All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from an authorized representative.

XI.  
MERGER

This Agreement shall not be merged into any other oral or written contract, lease or deed of any type. This is the complete and full agreement of the parties.

XII.  
MODIFICATION

This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties.

In WITNESSETH WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their duly authorized representative.

OMAHA-COUNCIL BLUFFS  
METROPOLITAN AREA PLANNING AGENCY

ATTEST:

BY: \_\_\_\_\_  
Executive Director Date

BY: \_\_\_\_\_  
Date

PRINT NAME\_\_\_\_\_

PRINT NAME\_\_\_\_\_

PAPIO-MISSOURI RIVER NATURAL  
RESOURCES DISTRICT

ATTEST:

BY: \_\_\_\_\_  
Date

BY: \_\_\_\_\_  
Date

Position\_\_\_\_\_

PRINT NAME\_\_\_\_\_

PRINT NAME\_\_\_\_\_

AN AGREEMENT BETWEEN THE OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY, AND THE OMAHA AIRPORT AUTHORITY TO OBTAIN DIGITAL MAP PRODUCTS FOR THE REGION

THIS AGREEMENT made and entered into this       day of       , 2017 by and between the Omaha-Council Bluffs Metropolitan Area Planning Agency (hereinafter called MAPA), and the Omaha Airport Authority.

WITNESSETH:

WHEREAS, a group of agencies from Eastern Nebraska and Western Iowa (Nebraska-Iowa Regional Orthophotography Consortium), hereinafter called the NI-ROC, and MAPA officials have mutually agreed the NI-ROC area will benefit from the mapping products to be obtained and have determined that such products can be acquired at a lower cost through a joint mapping effort than if acquired by individual agencies.

WHEREAS, the NI-ROC and MAPA officials have further determined that the mutual sharing of all products obtained under this agreement, as well as other non-proprietary digital data already owned by NI-ROC members, benefits all NI-ROC agencies

NOW, THEREFORE, the parties do agree that:

I.  
PURPOSE

The purpose of this agreement is to provide for the funding and administration of a Mapping Project (hereinafter called the Project). The project shall be undertaken by the Firm of Pictometry, Inc.

II.  
STEERING COMMITTEE

A Steering Committee shall be formed, which shall be made up of at least five representatives of the NI-ROC members, and which shall be responsible for guiding the conduct of the Project, and deciding whether to accept the finished products of the Project Contractor. The Steering Committee shall select a Project Manager from the MAPA staff who will be the point of contact between the Steering Committee and Pictometry, Inc. The Steering Committee will provide general direction relating to Project contract administration; such direction will be carried out by the Project Manager. The Steering Committee will provide staff resources necessary to review the Mapping Products and to distribute and install the products for NI-ROC members.

III.  
SCOPE OF SERVICES

The scope of services to be performed or procured pursuant to this agreement will be as described in the Contract between MAPA and Pictometry, Inc. The work shall include obtaining aerial photography for portions of Douglas, Lancaster, Sarpy and Saunders Counties in Nebraska and Pottawattamie County in Iowa. The Contractor will produce digital orthophotos, oblique imaging and other digital mapping products, as further specified in the Contract, within the mapping area.

#### IV. METHODS AND PROCEDURE

The work program developed by the Steering Committee shall be performed by Pictometry, Inc., who is recognized to have expertise in the field of this endeavor. MAPA shall enter into the contract with Pictometry, Inc. for completion of the contemplated work. No contract shall be signed with Pictometry, Inc. until MAPA and the NI-ROC members have executed this Interlocal Agreement. After completion of the Project by Pictometry, Inc. each party to this Agreement shall receive a copy of the Digital Mapping Products which may be used for whatever purpose they desire.

#### V. FEES, RECORDS, PAYMENT

MAPA shall make payment in response to the billings by Pictometry, Inc.

Pictometry, Inc. shall provide regular progress reports which shall be available to all NI-ROC members via the internet. An account of Project billings and payments by MAPA shall be made available to NI-ROC members upon request.

The Omaha Airport Authority shall pay MAPA a total amount of \$15,000.00 in NI-ROC funding. Payment will be made in one installment on or before June 30, 2018 or by an accelerated method as mutually agreed upon by both parties. Payment will be made within 30 days of receipt of bill.

#### VI. ADMINISTRATION

Administration of the Project shall be the responsibility of MAPA. The Steering Committee shall review payment decisions made by MAPA before payment is made to Pictometry, Inc. Payment may be withheld if, in the opinion of the Steering Committee, Pictometry, Inc. has not properly performed or documented the services for which the billing has been made, or if said services are not within the approved scope of services.

#### VII. DURATION

This Agreement shall remain in full force and effective until which time the payment schedule in Section V has been fulfilled. Services from Pictometry, Inc. shall be completed no later than December 31, 2018, unless the Project contemplated by this Agreement has been fully performed to the satisfaction of MAPA and the NI-ROC prior to that date, in which case, the Agreement will terminate upon the completion of the Steering Committee's duties. This Agreement may be extended past December 31, 2018, upon the mutual agreement of all parties to this Agreement, if it is necessary for completion of the Project contemplated by it.

#### VIII. NON-DISCRIMINATION

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

IX.  
APPLICABLE LAW

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

X.  
STRICT COMPLIANCE

All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from an authorized representative.

XI.  
MERGER

This Agreement shall not be merged into any other oral or written contract, lease or deed of any type. This is the complete and full agreement of the parties.

XII.  
MODIFICATION

This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties.

In WITNESSETH WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their duly authorized representative.

OMAHA-COUNCIL BLUFFS  
METROPOLITAN AREA PLANNING AGENCY

ATTEST:

BY: \_\_\_\_\_  
Executive Director Date

BY: \_\_\_\_\_  
Date

PRINT NAME\_\_\_\_\_

PRINT NAME\_\_\_\_\_

OMAHA AIRPORT AUTHORITY

ATTEST:

BY: \_\_\_\_\_  
Date

BY: \_\_\_\_\_  
Date

Position\_\_\_\_\_

PRINT NAME\_\_\_\_\_

PRINT NAME\_\_\_\_\_

AN AGREEMENT BETWEEN THE OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY, AND SARPY COUNTY TO OBTAIN DIGITAL MAP PRODUCTS FOR THE REGION

THIS AGREEMENT made and entered into this       day of       , 2017 by and between the Omaha-Council Bluffs Metropolitan Area Planning Agency (hereinafter called MAPA), and Sarpy County.

WITNESSETH:

WHEREAS, a group of agencies from Eastern Nebraska and Western Iowa the Nebraska-Iowa Regional Orthophotography Consortium (hereinafter called the NI-ROC) and MAPA officials have mutually agreed the NI-ROC area will benefit from the mapping products to be obtained and have determined that such products can be acquired at a lower cost through a joint mapping effort than if acquired by individual agencies.

WHEREAS, the NI-ROC and MAPA officials have further determined that the mutual sharing of all products obtained under this Agreement, as well as other non-proprietary digital data already owned by NI-ROC members, benefits all NI-ROC agencies

NOW, THEREFORE, the parties do agree that:

I.  
PURPOSE

The purpose of this Agreement is to provide for the funding and administration of a Mapping Project (hereinafter called the Project), the scope of which is outlined in Section III below. The project shall be undertaken by the firm of Pictometry, Inc.

II.  
STEERING COMMITTEE

A Steering Committee shall be formed, which shall be made up of at least five representatives of the NI-ROC members, and which shall be responsible for guiding the conduct of the Project, and deciding whether to accept the finished products of the Project Contractor. The Steering Committee shall select a Project Manager from the MAPA staff who will be the point of contact between the Steering Committee and Pictometry, Inc. The Steering Committee will provide general direction relating to Project contract administration; such direction will be carried out by the Project Manager. The Steering Committee will provide staff resources necessary to review the Mapping Products and to distribute and install the products for NI-ROC members.

III.  
SCOPE OF SERVICES

The scope of services to be performed or procured pursuant to this Agreement shall include obtaining aerial photography for portions of Douglas, Lancaster, Sarpy and Saunders Counties in Nebraska and Pottawattamie County in Iowa. The Contractor will produce digital orthophotos, oblique imaging and other digital mapping products, as further specified in the Contract between MAPA and Pictometry, Inc., within the mapping area. Specific deliverables to Sarpy County shall include: 3 inch color orthophoto tiles (countywide), 3 inch color orthophoto mosaic (MrSID), and Pictometry Connect (100 users).

#### IV. METHODS AND PROCEDURE

The work program developed by the Steering Committee shall be performed by Pictometry, Inc., who is recognized to have expertise in the field of this endeavor. MAPA shall enter a the contract with Pictometry, Inc. for completion of the contemplated work and consistent with the terms of this Agreement. No contract shall be signed with Pictometry, Inc. until MAPA and the NI-ROC members have executed this Interlocal Agreement. After completion of the Project by Pictometry, Inc. each party to this Agreement shall receive a copy of the Digital Mapping Products which may be used for whatever purpose they desire.

#### V. FEES, RECORDS, PAYMENT

MAPA shall make payment in response to the billings by Pictometry, Inc.

Pictometry, Inc. shall provide regular progress reports which shall be available to all NI-ROC members via the internet. An account of Project billings and payments by MAPA shall be made available to NI-ROC members upon request.

Sarpy County shall pay MAPA a total amount of \$30,900.00 in NI-ROC funding. Payment will be made in one installment on or before June 30, 2018 or by an accelerated method as mutually agreed upon by both parties. Payment will be made within 30 days of receipt of bill. Sarpy County shall be permitted to seek separate Interlocal Agreements with its cities for reimbursement of a portion of its total payment amount to MAPA. Should other agencies determine that they will benefit from the Project and wish to share in the use of any of the products obtained under this Agreement, the payment amount required for Sarpy County shall be reduced proportionately in relation to the payments of such outside agencies.

#### VI. ADMINISTRATION

Administration of the Project shall be the responsibility of MAPA. The Steering Committee shall review payment decisions made by MAPA before payment is made to Pictometry, Inc. Payment may be withheld if, in the opinion of the Steering Committee, Pictometry, Inc. has not properly performed or documented the services for which the billing has been made, or if said services are not within the approved scope of services.

#### VII. DURATION

Services from Pictometry, Inc. shall be completed no later than December 31, 2018, unless the Project contemplated by this Agreement has been fully performed to the satisfaction of MAPA and the NI-ROC prior to that date, in which case, the Agreement will terminate upon the completion of the Steering Committee's duties and fulfillment of the payment schedule in Section V. This Agreement may be extended past December 31, 2018, upon the mutual agreement of all parties to this Agreement, if it is necessary for completion of the Project contemplated by it.



VIII.  
NON-DISCRIMINATION

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

IX.  
APPLICABLE LAW

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

X.  
STRICT COMPLIANCE

All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from an authorized representative.

XI.  
MERGER

This Agreement shall not be merged into any other oral or written contract, lease or deed of any type. This is the complete and full agreement of the parties.

XII.  
MODIFICATION

This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties.

XII.  
SAVINGS CLAUSE

It is understood and agreed by all parties hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms conditions, or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provisions held to invalid.

In WITNESSETH WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their duly authorized representative.

OMAHA-COUNCIL BLUFFS  
METROPOLITAN AREA PLANNING AGENCY

ATTEST:

BY: \_\_\_\_\_  
Executive Director Date

BY: \_\_\_\_\_  
Date

PRINT NAME\_\_\_\_\_

PRINT NAME\_\_\_\_\_

SARPY COUNTY

ATTEST:

BY: \_\_\_\_\_  
Date

BY: \_\_\_\_\_  
Date

Position\_\_\_\_\_

PRINT NAME\_\_\_\_\_

PRINT NAME\_\_\_\_\_

AN AGREEMENT BETWEEN THE OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY, AND LANCASTER COUNTY TO OBTAIN DIGITAL MAP PRODUCTS FOR THE REGION

THIS AGREEMENT made and entered into this       day of       , 2017 by and between the Omaha-Council Bluffs Metropolitan Area Planning Agency (hereinafter called MAPA), and Lancaster County.

WITNESSETH:

WHEREAS, a group of agencies from Eastern Nebraska and Western Iowa (Nebraska-Iowa Regional Orthophotography Consortium), hereinafter called the NI-ROC, and MAPA officials have mutually agreed the NI-ROC area will benefit from the mapping products to be obtained and have determined that such products can be acquired at a lower cost through a joint mapping effort than if acquired by individual agencies.

WHEREAS, the NI-ROC and MAPA officials have further determined that the mutual sharing of all products obtained under this agreement, as well as other non-proprietary digital data already owned by NI-ROC members, benefits all NI-ROC agencies

NOW, THEREFORE, the parties do agree that:

I.  
PURPOSE

The purpose of this agreement is to provide for the funding and administration of a Mapping Project (hereinafter called the Project). The project shall be undertaken by the Firm of Pictometry, Inc.

II.  
STEERING COMMITTEE

A Steering Committee shall be formed, which shall be made up of at least five representatives of the NI-ROC members, and which shall be responsible for guiding the conduct of the Project, and deciding whether to accept the finished products of the Project Contractor. The Steering Committee shall select a Project Manager from the MAPA staff who will be the point of contact between the Steering Committee and Pictometry, Inc. The Steering Committee will provide general direction relating to Project contract administration; such direction will be carried out by the Project Manager. The Steering Committee will provide staff resources necessary to review the Mapping Products and to distribute and install the products for NI-ROC members.

III.  
SCOPE OF SERVICES

The scope of services to be performed or procured pursuant to this agreement will be as described in the Contract between MAPA and Pictometry, Inc. The work shall include obtaining aerial photography for portions of Douglas, Lancaster, Sarpy and Saunders Counties in Nebraska and Pottawattamie County in Iowa. The Contractor will produce digital orthophotos, oblique imaging and other digital mapping products, as further specified in the Contract, within the mapping area.

#### IV. METHODS AND PROCEDURE

The work program developed by the Steering Committee shall be performed by Pictometry, Inc., who is recognized to have expertise in the field of this endeavor. MAPA shall enter into the contract with Pictometry, Inc. for completion of the contemplated work. No contract shall be signed with Pictometry, Inc. until MAPA and the NI-ROC members have executed this Interlocal Agreement. After completion of the Project by Pictometry, Inc. each party to this Agreement shall receive a copy of the Digital Mapping Products which may be used for whatever purpose they desire.

#### V. FEES, RECORDS, PAYMENT

MAPA shall make payment in response to the billings by Pictometry, Inc.

Pictometry, Inc. shall provide regular progress reports which shall be available to all NI-ROC members via the internet. An account of Project billings and payments by MAPA shall be made available to NI-ROC members upon request.

Lancaster County shall pay MAPA a total amount of \$1,013,361.00 in NI-ROC funding. Payment will be made in six equal annual installments on or before June 30, 2018, 2019, 2020, 2021, 2022, and 2023 or by an accelerated method as mutually agreed upon by both parties. Payment will be made within 30 days of receipt of bill.

#### VI. ADMINISTRATION

Administration of the Project shall be the responsibility of MAPA. The Steering Committee shall review payment decisions made by MAPA before payment is made to Pictometry, Inc. Payment may be withheld if, in the opinion of the Steering Committee, Pictometry, Inc. has not properly performed or documented the services for which the billing has been made, or if said services are not within the approved scope of services.

#### VII. DURATION

This Agreement shall remain in full force and effective until which time the payment schedule in Section V has been fulfilled. Services from Pictometry, Inc. shall be completed no later than December 31, 2022, unless the Project contemplated by this Agreement has been fully performed to the satisfaction of MAPA and the NI-ROC prior to that date, in which case, the Agreement will terminate upon the completion of the Steering Committee's duties. This Agreement may be extended past December 31, 2022, upon the mutual agreement of all parties to this Agreement, if it is necessary for completion of the Project contemplated by it.

#### VIII. NON-DISCRIMINATION

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

IX.  
APPLICABLE LAW

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

X.  
STRICT COMPLIANCE

All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from an authorized representative.

XI.  
MERGER

This Agreement shall not be merged into any other oral or written contract, lease or deed of any type. This is the complete and full agreement of the parties.

XII.  
MODIFICATION

This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties.

In WITNESSETH WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their duly authorized representative.

OMAHA-COUNCIL BLUFFS  
METROPOLITAN AREA PLANNING AGENCY

ATTEST:

BY: \_\_\_\_\_  
Executive Director Date

BY: \_\_\_\_\_  
Date

PRINT NAME\_\_\_\_\_

PRINT NAME\_\_\_\_\_

LANCASTER COUNTY

ATTEST:

BY: \_\_\_\_\_  
Date

BY: \_\_\_\_\_  
Date

Position\_\_\_\_\_

PRINT NAME\_\_\_\_\_

PRINT NAME\_\_\_\_\_

AN AGREEMENT BETWEEN THE OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY, AND POTTAWATTMIE COUNTY TO OBTAIN DIGITAL MAP PRODUCTS FOR THE REGION

THIS AGREEMENT made and entered into this       day of       , 2017 by and between the Omaha-Council Bluffs Metropolitan Area Planning Agency (hereinafter called MAPA), and Pottawattamie County.

WITNESSETH:

WHEREAS, a group of agencies from Eastern Nebraska and Western Iowa (Nebraska-Iowa Regional Orthophotography Consortium), hereinafter called the NI-ROC, and MAPA officials have mutually agreed the NI-ROC area will benefit from the mapping products to be obtained and have determined that such products can be acquired at a lower cost through a joint mapping effort than if acquired by individual agencies.

WHEREAS, the NI-ROC and MAPA officials have further determined that the mutual sharing of all products obtained under this agreement, as well as other non-proprietary digital data already owned by NI-ROC members, benefits all NI-ROC agencies

NOW, THEREFORE, the parties do agree that:

I.  
PURPOSE

The purpose of this agreement is to provide for the funding and administration of a Mapping Project (hereinafter called the Project). The project shall be undertaken by the Firm of Pictometry, Inc.

II.  
STEERING COMMITTEE

A Steering Committee shall be formed, which shall be made up of at least five representatives of the NI-ROC members, and which shall be responsible for guiding the conduct of the Project, and deciding whether to accept the finished products of the Project Contractor, Pictometry, Inc. The Steering Committee shall select a Project Manager from the MAPA staff who will be the point of contact between the Steering Committee and Pictometry, Inc. The Steering Committee will provide general direction relating to Project contract administration; such direction will be carried out by the Project Manager. The Steering Committee will provide staff resources necessary to review the Mapping Products and to distribute and install the products for NI-ROC members.

III.  
SCOPE OF SERVICES

The scope of services to be performed or procured pursuant to this agreement will be as described in the Contract between MAPA and Pictometry, Inc. The work shall include obtaining aerial photography for portions of Douglas, Lancaster, Sarpy and Saunders Counties in Nebraska and Pottawattamie County in Iowa. The Contractor will produce digital orthophotos, oblique imaging and other digital mapping products, as further specified in the Contract, within the mapping area.

Services from Pictometry, Inc. shall be completed no later than December 31, 2022, unless the Project contemplated by this Agreement has been fully performed to the satisfaction of MAPA and the NI-ROC prior to that date, in which case, the Agreement will terminate upon the completion of the Steering Committee's duties. This Agreement may be extended past December 31, 2022, upon the mutual agreement of all parties to this Agreement, if it is necessary for completion of the Project contemplated by it.

#### IV. METHODS AND PROCEDURE

The work program developed by the Steering Committee shall be performed by Pictometry, Inc., who is recognized to have expertise in the field of this endeavor. MAPA shall enter into the contract with Pictometry, Inc. for completion of the contemplated work. No contract shall be signed with Pictometry, Inc. until MAPA and the NI-ROC members have executed this Interlocal Agreement. After completion of the Project by Pictometry, Inc. each party to this Agreement shall receive a copy of the Digital Mapping Products which may be used for whatever purpose they desire.

#### V. FEES, RECORDS, PAYMENT

MAPA shall make payment in response to the billings by Pictometry, Inc.

Pictometry, Inc. shall provide regular progress reports which shall be available to all NI-ROC members via the internet. An account of Project billings and payments by MAPA shall be made available to NI-ROC members upon request.

Pottawattamie County shall pay MAPA a total amount of \$380,864.24 in NI-ROC funding. Payment will be made in six equal annual installments on or before July 1 of each of the following years 2018, 2019, 2020, 2021, 2022, and 2023 or by an accelerated method as mutually agreed upon by both parties. Payment will be made within 30 days of receipt of bill.

#### VI. ADMINISTRATION

Administration of the Project shall be the responsibility of MAPA. The Steering Committee shall review payment decisions made by MAPA before payment is made to Pictometry, Inc. Payment may be withheld if, in the opinion of the Steering Committee, Pictometry, Inc. has not properly performed or documented the services for which the billing has been made, or if said services are not within the approved scope of services.

#### VII. DURATION

This Agreement shall remain in full force and effective until which time the payment schedule in Section V has been fulfilled.

#### VIII. NON-DISCRIMINATION

The parties to this Agreement shall not, in the performance of this Agreement discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, disability, political or religious opinions, affiliations, national origin or similar protected class.

#### IX. APPLICABLE LAW

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

X.  
STRICT COMPLIANCE

All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from an authorized representative.

XI.  
MERGER

This Agreement shall not be merged into any other oral or written contract, lease or deed of any type. This is the complete and full agreement of the parties.

XII.  
MODIFICATION

This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties.

In WITNESSETH WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their duly authorized representative.

OMAHA-COUNCIL BLUFFS  
METROPOLITAN AREA PLANNING AGENCY

ATTEST:

BY: \_\_\_\_\_  
Executive Director Date

BY: \_\_\_\_\_  
Date

PRINT NAME \_\_\_\_\_

PRINT NAME \_\_\_\_\_

POTTAWATTAMIE COUNTY

ATTEST:

BY: \_\_\_\_\_  
Date

BY: \_\_\_\_\_  
Date

Position \_\_\_\_\_

PRINT NAME \_\_\_\_\_

PRINT NAME \_\_\_\_\_



AN AGREEMENT BETWEEN THE OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY, AND THE METROPOLITAN UTILITIES DISTRICT TO OBTAIN DIGITAL MAP PRODUCTS FOR THE REGION

THIS AGREEMENT made and entered into this       day of       , 2017 by and between the Omaha-Council Bluffs Metropolitan Area Planning Agency (hereinafter called MAPA), and the Metropolitan Utilities District.

WITNESSETH:

WHEREAS, a group of agencies from Eastern Nebraska and Western Iowa (Nebraska-Iowa Regional Orthophotography Consortium), hereinafter called the NI-ROC, and MAPA officials have mutually agreed the NI-ROC area will benefit from the mapping products to be obtained and have determined that such products can be acquired at a lower cost through a joint mapping effort than if acquired by individual agencies.

WHEREAS, the NI-ROC and MAPA officials have further determined that the mutual sharing of all products obtained under this agreement, as well as other non-proprietary digital data already owned by NI-ROC members, benefits all NI-ROC agencies

NOW, THEREFORE, the parties do agree that:

I.  
PURPOSE

The purpose of this agreement is to provide for the funding and administration of a Mapping Project (hereinafter called the Project). The project shall be undertaken by the Firm of Pictometry, Inc.

II.  
STEERING COMMITTEE

A Steering Committee shall be formed, which shall be made up of at least five representatives of the NI-ROC members, and which shall be responsible for guiding the conduct of the Project, and deciding whether to accept the finished products of the Project Contractor. The Steering Committee shall select a Project Manager from the MAPA staff who will be the point of contact between the Steering Committee and Pictometry, Inc. The Steering Committee will provide general direction relating to Project contract administration; such direction will be carried out by the Project Manager. The Steering Committee will provide staff resources necessary to review the Mapping Products and to distribute and install the products for NI-ROC members.

III.  
SCOPE OF SERVICES

The scope of services to be performed or procured pursuant to this agreement will be as described in the Contract between MAPA and Pictometry, Inc. The work shall include obtaining aerial photography for portions of Douglas, Lancaster, Sarpy and Saunders Counties in Nebraska and Pottawattamie County in Iowa. The Contractor will produce digital orthophotos, oblique imaging and other digital mapping products, as further specified in the Contract, within the mapping area.

#### IV. METHODS AND PROCEDURE

The work program developed by the Steering Committee shall be performed by Pictometry, Inc., who is recognized to have expertise in the field of this endeavor. MAPA shall enter into the contract with Pictometry, Inc. for completion of the contemplated work. No contract shall be signed with Pictometry, Inc. until MAPA and the NI-ROC members have executed this Interlocal Agreement. After completion of the Project by Pictometry, Inc. each party to this Agreement shall receive a copy of the Digital Mapping Products which may be used for whatever purpose they desire.

#### V. FEES, RECORDS, PAYMENT

MAPA shall make payment in response to the billings by Pictometry, Inc.

Pictometry, Inc. shall provide regular progress reports which shall be available to all NI-ROC members via the internet. An account of Project billings and payments by MAPA shall be made available to NI-ROC members upon request.

The Metropolitan Utilities District shall pay MAPA a total amount of \$20,000.00 in NI-ROC funding. Payment will be made in two equal installments on or before June 30, 2018 and 2019 or by an accelerated method as mutually agreed upon by both parties. Payment will be made within 30 days of receipt of bill.

#### VI. ADMINISTRATION

Administration of the Project shall be the responsibility of MAPA. The Steering Committee shall review payment decisions made by MAPA before payment is made to Pictometry, Inc. Payment may be withheld if, in the opinion of the Steering Committee, Pictometry, Inc. has not properly performed or documented the services for which the billing has been made, or if said services are not within the approved scope of services.

#### VII. DURATION

This Agreement shall remain in full force and effective until which time the payment schedule in Section V has been fulfilled. Services from Pictometry, Inc. shall be completed no later than December 31, 2018, unless the Project contemplated by this Agreement has been fully performed to the satisfaction of MAPA and the NI-ROC prior to that date, in which case, the Agreement will terminate upon the completion of the Steering Committee's duties. This Agreement may be extended past December 31, 2018, upon the mutual agreement of all parties to this Agreement, if it is necessary for completion of the Project contemplated by it.

#### VIII. NON-DISCRIMINATION

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

IX.  
APPLICABLE LAW

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

X.  
STRICT COMPLIANCE

All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from an authorized representative.

XI.  
MERGER

This Agreement shall not be merged into any other oral or written contract, lease or deed of any type. This is the complete and full agreement of the parties.

XII.  
MODIFICATION

This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties.

In WITNESSETH WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their duly authorized representative.

OMAHA-COUNCIL BLUFFS  
METROPOLITAN AREA PLANNING AGENCY

ATTEST:

BY: \_\_\_\_\_  
Executive Director Date

BY: \_\_\_\_\_  
Date

PRINT NAME\_\_\_\_\_

PRINT NAME\_\_\_\_\_

METROPOLITAN UTILITIES DISTRICT

ATTEST:

BY: \_\_\_\_\_  
Date

BY: \_\_\_\_\_  
Date

Position\_\_\_\_\_

PRINT NAME\_\_\_\_\_

PRINT NAME\_\_\_\_\_

Douglas County, NE	Unit	Cost	Total
3" Standard Oblique/Ortho	369	\$394.50	\$145,570.50
3" Standard Oblique/Ortho	369	\$394.50	\$145,570.50
3" Standard Oblique/Ortho	369	\$394.50	\$145,570.50
Connect	3	\$3,300.00	\$9,900.00
			<b>\$446,611.50</b>

Lancaster County, NE	Unit	Cost	Total
3" Certified Ortho	876	\$175.00	\$153,300.00
Change Analysis/ with height	110000	\$0.45	\$49,500.00
Change Finder Project Fee	1	\$1,000.00	\$1,000.00
Future View Full Registration	1	\$2,499.00	\$2,499.00
3" Standard Oblique/Ortho	876	\$394.50	\$345,582.00
Change Analysis/ with height	110000	\$0.45	\$49,500.00
Change Finder Project Fee	1	\$1,000.00	\$1,000.00
Future View Full Registration	1	\$2,499.00	\$2,499.00
3" Standard Oblique/Ortho	876	\$394.50	\$345,582.00
Change Analysis/ with height	110000	\$0.45	\$49,500.00
Change Finder Project Fee	1	\$1,000.00	\$1,000.00
Future View Full Registration	1	\$2,499.00	\$2,499.00
Connect	3	\$3,300.00	\$9,900.00
			<b>\$1,013,361.00</b>

Sarpy County, NE	Unit	Cost	Total
3" Certified Ortho	272	\$175.00	\$47,600.00
3" Standard Oblique/Ortho	272	\$394.50	\$107,304.00
3" Standard Oblique/Ortho	272	\$394.50	\$107,304.00
Connect	3	\$3,300.00	\$9,900.00
			<b>\$272,108.00</b>

Pottawattamie County, IA	Unit	Cost	Total
3" Certified Ortho	148	\$225.00	\$33,300.00
6" Certified Ortho	860	\$77.00	\$66,220.00
3" Standard Oblique/Ortho	148	\$394.50	\$58,386.00
6" Standard Oblique/Ortho	860	\$106.00	\$91,160.00
Change Analysis	54816	\$0.39	\$21,378.24
Change Finder Project Fee	54816	\$1,000.00	\$1,000.00
3" Certified Ortho	148	\$225.00	\$33,300.00
6" Certified Ortho	860	\$77.00	\$66,220.00
Connect	3	\$3,300.00	\$9,900.00
			<b>\$380,864.24</b>

MUD	Unit	Cost	Total
3" Certified Ortho	59	\$225.00	\$13,275.00

Total Project Fee	<b>\$2,126,219.74</b>
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County	Year	Payment Amount
Douglas	2018	\$74,435.25
Douglas	2019	\$74,435.25
Douglas	2020	\$74,435.25
Douglas	2021	\$74,435.25
Douglas	2022	\$74,435.25
Douglas	2023	\$74,435.25
Lancaster	2018	\$168,893.50
Lancaster	2019	\$168,893.50
Lancaster	2020	\$168,893.50
Lancaster	2021	\$168,893.50
Lancaster	2022	\$168,893.50
Lancaster	2023	\$168,893.50
Sarpy	2018	\$50,900.00
Sarpy	2019	\$0.00
Sarpy	2020	\$55,302.00
Sarpy	2021	\$55,302.00
Sarpy	2022	\$55,302.00
Sarpy	2023	\$55,302.00
Pottawattamie	2018	\$63,477.37
Pottawattamie	2019	\$63,477.37
Pottawattamie	2020	\$63,477.37
Pottawattamie	2021	\$63,477.37
Pottawattamie	2022	\$63,477.37
Pottawattamie	2023	\$63,477.37
MUD	2018	\$13,275.00
Total		<b>\$2,126,219.74</b>

MAPA	Year	Payment Amount
MAPA	2018	\$370,981.12
MAPA	2019	\$306,806.12
MAPA	2020	\$362,108.12
MAPA	2021	\$362,108.12
MAPA	2022	\$362,108.12
MAPA	2023	\$362,108.12
Total		<b>\$2,126,219.74</b>

1st flight on Sarpy Not Equalized	
2nd and 3rd Sarpy Flight are Equalized	



**AGREEMENT BETWEEN  
PICTOMETRY INTERNATIONAL CORP. (“PICTOMETRY”) AND  
METROPOLITAN AREA PLANNING AGENCY (“CUSTOMER”)**

1. This order form (“Order Form”), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Online Services General Terms and Conditions
- Web Visualization Offering Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

Appendix 1: Photogrammetric Product Specifications

Sector Maps (5)

(all of which, collectively, constitute this “Agreement”) set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer’s internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Photogrammetric Product Specifications; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading ‘Section B: License Terms’; and Order Form.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

<b>CUSTOMER NOTICE ADDRESS</b>	<b>PICTOMETRY NOTICE ADDRESS</b>
2222 Cuming Street	25 Methodist Hill Drive
Omaha, NE 68102	Rochester, NY 14623
Attn: Josh Corrigan, GIS Coordinator	Attn: Contract Administration
Phone: (402) 444-6866	Phone: (585) 486-0093

Either party may change their respective notice address by giving written notice of such change to the other party at the other party’s then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry’s obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry’s obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be

unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.
10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

**PARTIES:**

<b>CUSTOMER</b>	<b>PICTOMETRY</b>
<b>METROPOLITAN AREA PLANNING AGENCY</b>	<b>PICTOMETRY INTERNATIONAL CORP.</b>
(entity type)	a Delaware corporation
<b>SIGNATURE:</b>	<b>SIGNATURE:</b>
<b>NAME:</b>	<b>NAME:</b>
<b>TITLE:</b>	<b>TITLE:</b>
<b>DATE:</b>	<b>EXECUTION DATE:</b>
	<b>DATE OF RECEIPT (EFFECTIVE DATE):</b>

**SECTION A****PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS**

Pictometry International Corp.  
25 Methodist Hill Drive  
Rochester, NY 14623

**ORDER #**

C4238485

**BILL TO**

Metropolitan Area Planning Agency  
Josh Corrigan, GIS Coordinator  
2222 Cuming Street  
Omaha, NE 68102  
(402) 444-6866  
jcorrigan@mapacog.org

**SHIP TO**

Lancaster County, NE  
Jeff McReynolds, GIS Program Manager  
555 S 10th St Suite 213  
Lincoln, NE 68508  
(402) 441-6155  
jmcreynolds@lincoln.ne.gov

**SHIP TO**

Metropolitan Area Planning Agency  
Josh Corrigan, GIS Coordinator  
2222 Cuming Street  
Omaha, NE 68102  
(402) 444-6866  
jcorrigan@mapacog.org

**SHIP TO**

Douglas County, NE  
Mike Schonlau, GIS Coordinator  
1819 Farnam Street  
Suite 402  
Omaha, NE 68183  
(402) 444-3982  
mschonlau@douglascounty-ne.gov

**SHIP TO**

Sarpy County, NE  
Eric Herbert, GIS  
1210 Golden Gate Drive  
Papillion, NE 68046  
(402) 593-2274  
eric@sarpy.com

**SHIP TO**

Metropolitan Utilities District of Omaha  
Tommy Acres II, GIS Analyst  
1723 Harney Street  
Omaha, NE 68102  
(402) 554-6666  
Thomas.acres@mudnebr.com

**SHIP TO**

Pottawattamie County, IA  
Jamie Petersen  
227 6<sup>th</sup> Street  
Council Bluffs, IA 51501  
(712) 328-4869  
jamie.petersen@pottcounty-ia.gov

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A123660	rpoos	Biennial

**FIRST PROJECT**

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
876	IMAGERY-Color Digital Orthophotography-3in GSD-Industry-Standard Delivery Format-per sq mi	Product includes: Color Digital Orthophotography - 3 inch GSD ("CDO") consists of 3-inch GSD ortho mosaics delivered to Customer in an open industry-standard digital delivery format not proprietary to Pictometry. See Appendix for mosaic specifications and selected delivery format. Customer shall own the copies of the CDO delivered to the Customer in an industry-standard digital delivery format not proprietary to Pictometry pursuant to this Agreement (the "CDO Deliverables"), notwithstanding anything in this Agreement to the contrary. Pictometry shall retain copies of the CDO Deliverables and shall own those copies. Applicable Terms and Conditions: Order Form	\$175.00		\$153,300.00
369	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$450.00	\$394.50 (12.333%)	\$145,570.50
860	IMAGERY-Color Digital Orthophotography-6in GSD-Industry-Standard Delivery Format-per sq mi	Product includes: Color Digital Orthophotography - 6 inch GSD ("CDO") consists of 6-inch GSD ortho mosaics delivered to Customer in an open industry-standard digital delivery format not proprietary to Pictometry. See Appendix for mosaic specifications and selected delivery format. Customer shall own the copies of the CDO delivered to the Customer in an industry-standard digital delivery format not proprietary to Pictometry pursuant to this Agreement (the "CDO Deliverables"), notwithstanding anything in this Agreement to the contrary. Pictometry shall retain copies of the CDO Deliverables and shall own those copies. Applicable Terms and Conditions: Order Form	\$77.00		\$66,220.00
272	IMAGERY-Color Digital Orthophotography-3in GSD-Industry-Standard Delivery Format-per sq mi	Product includes: Color Digital Orthophotography - 3 inch GSD ("CDO") consists of 3-inch GSD ortho mosaics delivered to Customer in an open industry-standard digital delivery format not proprietary to Pictometry. See Appendix for mosaic specifications and selected delivery format. Customer shall own the copies of the CDO delivered to the Customer in an industry-standard digital delivery format not proprietary to Pictometry pursuant to this Agreement (the "CDO Deliverables"), notwithstanding anything in this Agreement to the contrary. Pictometry shall retain copies of the CDO Deliverables and shall own those copies. Applicable Terms and Conditions: Order Form	\$175.00		\$47,600.00
110,000	ChangeFinder - Change Detection; Digital Parcel File Provided	Existing building outlines from a specified older imagery source are updated and classified relative to the most-nadir single-frame orthogonal image in a specified, newer Pictometry imagery source. Pictometry delivers updated digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced building outline data requires acceptance in advance. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.35		\$38,500.00
148	IMAGERY-Color Digital Orthophotography-3in GSD-	Product includes: Color Digital Orthophotography - 3 inch GSD ("CDO") consists of 3-inch GSD ortho mosaics delivered to Customer in an open industry-standard digital	\$225.00		\$33,300.00



	Industry-Standard Delivery Format-per sq mi	delivery format not proprietary to Pictometry. See Appendix for mosaic specifications and selected delivery format. Customer shall own the copies of the CDO delivered to the Customer in an industry-standard digital delivery format not proprietary to Pictometry pursuant to this Agreement (the "CDO Deliverables"), notwithstanding anything in this Agreement to the contrary. Pictometry shall retain copies of the CDO Deliverables and shall own those copies. Applicable Terms and Conditions: Order Form			
59	IMAGERY-Color Digital Orthophotography-3in GSD-Industry-Standard Delivery Format-per sq mi	Product includes: Color Digital Orthophotography - 3 inch GSD ("CDO") consists of 3-inch GSD ortho mosaics delivered to Customer in an open industry-standard digital delivery format not proprietary to Pictometry. See Appendix for mosaic specifications and selected delivery format. Customer shall own the copies of the CDO delivered to the Customer in an industry-standard digital delivery format not proprietary to Pictometry pursuant to this Agreement (the "CDO Deliverables"), notwithstanding anything in this Agreement to the contrary. Pictometry shall retain copies of the CDO Deliverables and shall own those copies. Applicable Terms and Conditions: Order Form	\$225.00		\$13,275.00
8	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$3,300.00	\$1,650.00 (50%)	\$13,200.00
1	Building Height Attribution - BETA Project	Building Outline data from this Agreement OR from an approved data source will be updated to include a building height attribute that will be calculated using the methodology indicated in the Product Parameters. The updated Building Outline data will be provided in polygon shapefile and .gdb format. This is a beta version product under continued development and is provided "as is." As such, anomalous errors may be present and caution should be used when using this product. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.00		\$11,000.00
1	FutureView Adv Training	Full conference registration to advanced training designed to maximize deployment. Includes hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date. Applicable Terms and Conditions: Order Form	\$2,499.00		\$2,499.00
1	ChangeFinder - Project Fee	This is a flat fee per project. One project set-up fee is required for each Change Detection, Change Detection and Building Outlines, or Building Outline line item in the order. Applicable Terms and Conditions: Order Form	\$1,000.00		\$1,000.00
369	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$0.00 (100%)	\$0.00
369	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00	\$0.00 (100%)	\$0.00
1	Pictometry CONNECTAssessment	Pictometry CONNECTAssessment allows a user the ability to log in and access Pictometry ChangeFinder data and Pictometry-hosted imagery libraries, which have been licensed to the Customer and specified elsewhere in this	\$5,000.00	\$0.00 (100%)	\$0.00

		Agreement, via a web-based application. The number of concurrent authorized users is specified in Customer's existing Connect agreement. Access runs concurrent with last activation (and scheduled expiration) of the Customer's existing Connect account. This offering requires an active Pictometry CONNECT account. Applicable Terms and Conditions: Online Services General Terms and Conditions			
6	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00	\$0.00 (100%)	\$0.00
4	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
4	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
8	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions	\$750.00	\$0.00 (100%)	\$0.00
SUBTOTAL - FIRST PROJECT					\$525,464.50

SECOND PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
876	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$450.00	\$394.50 (12.333%)	\$345,582.00
369	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$450.00	\$394.50 (12.333%)	\$145,570.50
272	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$450.00	\$394.50 (12.333%)	\$107,304.00

860	IMAGERY - NEIGHBORHOOD - 4-way (N5) (6in) Per Sector	Product includes 6-inch GSD oblique frame images (4-way), 6-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.5 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.46 feet/pixel, Middle Line: 0.51 feet/pixel, Back Line: 0.60 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$250.00	\$106.00 (57.6%)	\$91,160.00
148	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$450.00	\$394.50 (12.333%)	\$58,386.00
110,000	ChangeFinder - Change Detection; Digital Parcel File Provided	Existing building outlines from a specified older imagery source are updated and classified relative to the most-nadir single-frame orthogonal image in a specified, newer Pictometry imagery source. Pictometry delivers updated digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced building outline data requires acceptance in advance. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.35		\$38,500.00
54,816	ChangeFinder - Change Detection; Digital Parcel File Provided	Existing building outlines from a specified older imagery source are updated and classified relative to the most-nadir single-frame orthogonal image in a specified, newer Pictometry imagery source. Pictometry delivers updated digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced building outline data requires acceptance in advance. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.39		\$21,378.24
8	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$3,300.00	\$1,650.00 (50%)	\$13,200.00
1	Building Height Attribution - BETA Project	Building Outline data from this Agreement OR from an approved data source will be updated to include a building height attribute that will be calculated using the methodology indicated in the Product Parameters. The updated Building Outline data will be provided in polygon shapefile and .gdb format. This is a beta version product under continued development and is provided "as is." As such, anomalous errors may be present and caution should be used when using this product. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.00		\$11,000.00
1	FutureView Adv Training	Full conference registration to advanced training designed to maximize deployment. Includes hotel room for up to	\$2,499.00		\$2,499.00

		three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date. Applicable Terms and Conditions: Order Form			
2	ChangeFinder - Project Fee	This is a flat fee per project. One project set-up fee is required for each Change Detection, Change Detection and Building Outlines, or Building Outline line item in the order. Applicable Terms and Conditions: Order Form	\$1,000.00		\$2,000.00
369	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$0.00 (100%)	\$0.00
6	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00	\$0.00 (100%)	\$0.00
369	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00	\$0.00 (100%)	\$0.00
876	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$0.00 (100%)	\$0.00
876	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00	\$0.00 (100%)	\$0.00
272	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$0.00 (100%)	\$0.00
272	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00	\$0.00 (100%)	\$0.00
148	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00	\$0.00 (100%)	\$0.00
860	Tiles - Standard (6in GSD; JPG format) Per Sector	Available with corresponding 3", 4", or 6" GSD imagery purchase. 6-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$0.00 (100%)	\$0.00
860	Mosaic - Area Wide (6in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 6-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$1.00	\$0.00 (100%)	\$0.00
8	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires	\$750.00	\$0.00 (100%)	\$0.00

		a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions			
4	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
4	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
148	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$0.00 (100%)	\$0.00
SUBTOTAL - SECOND PROJECT					\$836,579.74

### THIRD PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
876	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$450.00	\$394.50 (12.333%)	\$345,582.00
369	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$450.00	\$394.50 (12.333%)	\$145,570.50
272	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$450.00	\$394.50 (12.333%)	\$107,304.00
860	IMAGERY-Color Digital Orthophotography-6in GSD-Industry-Standard Delivery Format-per sq mi	Product includes: Color Digital Orthophotography - 6 inch GSD ("CDO") consists of 6-inch GSD ortho mosaics delivered to Customer in an open industry-standard digital delivery format not proprietary to Pictometry. See Appendix for mosaic specifications and selected delivery format. Customer shall own the copies of the CDO delivered to the Customer in an industry-standard digital delivery format not proprietary to Pictometry pursuant to this Agreement (the "CDO Deliverables"), notwithstanding anything in this Agreement to the	\$77.00		\$66,220.00

		contrary. Pictometry shall retain copies of the CDO Deliverables and shall own those copies. Applicable Terms and Conditions: Order Form			
110,000	ChangeFinder - Change Detection; Digital Parcel File Provided	Existing building outlines from a specified older imagery source are updated and classified relative to the most-nadir single-frame orthogonal image in a specified, newer Pictometry imagery source. Pictometry delivers updated digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced building outline data requires acceptance in advance. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.35		\$38,500.00
148	IMAGERY-Color Digital Orthophotography-3in GSD-Industry-Standard Delivery Format-per sq mi	Product includes: Color Digital Orthophotography - 3 inch GSD ("CDO") consists of 3-inch GSD ortho mosaics delivered to Customer in an open industry-standard digital delivery format not proprietary to Pictometry. See Appendix for mosaic specifications and selected delivery format. Customer shall own the copies of the CDO delivered to the Customer in an industry-standard digital delivery format not proprietary to Pictometry pursuant to this Agreement (the "CDO Deliverables"), notwithstanding anything in this Agreement to the contrary. Pictometry shall retain copies of the CDO Deliverables and shall own those copies. Applicable Terms and Conditions: Order Form	\$225.00		\$33,300.00
8	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$3,300.00	\$1,650.00 (50%)	\$13,200.00
1	Building Height Attribution - BETA Project	Building Outline data from this Agreement OR from an approved data source will be updated to include a building height attribute that will be calculated using the methodology indicated in the Product Parameters. The updated Building Outline data will be provided in polygon shapefile and .gdb format. This is a beta version product under continued development and is provided "as is." As such, anomalous errors may be present and caution should be used when using this product. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.00		\$11,000.00
1	FutureView Adv Training	Full conference registration to advanced training designed to maximize deployment. Includes hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date. Applicable Terms and Conditions: Order Form	\$2,499.00		\$2,499.00
1	ChangeFinder - Project Fee	This is a flat fee per project. One project set-up fee is required for each Change Detection, Change Detection and Building Outlines, or Building Outline line item in the order. Applicable Terms and Conditions: Order Form	\$1,000.00		\$1,000.00
369	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$0.00 (100%)	\$0.00

369	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00	\$0.00 (100%)	\$0.00
8	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions	\$750.00	\$0.00 (100%)	\$0.00
6	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00	\$0.00 (100%)	\$0.00
4	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
876	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$0.00 (100%)	\$0.00
876	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00	\$0.00 (100%)	\$0.00
272	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$0.00 (100%)	\$0.00
272	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00	\$0.00 (100%)	\$0.00
4	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
SUBTOTAL - THIRD PROJECT					\$764,175.50

Thank you for choosing Pictometry as your service provider.	<b>TOTAL</b>	<b>\$2,126,219.74</b>
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Amount per product = ((1-Discount %) \* Qty \* List Price)

**FEES; PAYMENT TERMS**

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

**FIRST PROJECT**

Due at Shipment of Imagery - 2018	\$370,981.12
Due at First Anniversary of Shipment of Imagery - 2019	\$306,806.12
<b>Total Payments</b>	<b>\$677,787.24</b>

**SECOND PROJECT**

Due at Shipment of Imagery - 2020	\$362,108.13
Due at First Anniversary of Shipment of Imagery - 2021	\$362,108.12
<b>Total Payments</b>	<b>\$724,216.25</b>

**THIRD PROJECT**

Due at Shipment of Imagery - 2022	\$362,108.13
Due at First Anniversary of Shipment of Imagery - 2023	\$362,108.12
<b>Total Payments</b>	<b>\$724,216.25</b>



## PRODUCT PARAMETERS

### FIRST PROJECT ACCUPLUS IMAGERY

**Product:**

**IMAGERY-Color Digital Orthophotography-3in GSD-Industry-Standard Delivery Format-per sq mi**

*Elevation Source:*

USGS

*Coverage Area Format:*

Shapefile

*Leaf:*

Leaf Off: Less than 30% leaf cover

**Product:**

**IMAGERY-Color Digital Orthophotography-6in GSD-Industry-Standard Delivery Format-per sq mi**

*Elevation Source:*

USGS

*Coverage Area Format:*

Shapefile

*Leaf:*

Leaf Off: Less than 30% leaf cover

**Product:**

**IMAGERY-Color Digital Orthophotography-3in GSD-Industry-Standard Delivery Format-per sq mi**

*Elevation Source:*

USGS

*Coverage Area Format:*

Shapefile

*Leaf:*

Leaf Off: Less than 30% leaf cover

**Product:**

**IMAGERY-Color Digital Orthophotography-3in GSD-Industry-Standard Delivery Format-per sq mi**

*Elevation Source:*

USGS

*Coverage Area Format:*

Shapefile

*Leaf:*

Leaf Off: Less than 30% leaf cover

**Product:**

**IMAGERY-Color Digital Orthophotography-3in GSD-Industry-Standard Delivery Format-per sq mi**

*Elevation Source:*

USGS

*Coverage Area Format:*

Shapefile

*Leaf:*

Leaf Off: Less than 30% leaf cover

### IMAGERY

**Product:**

**IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector**

*Elevation Source:*

USGS – Shapefile

*Leaf:*

Leaf Off: Less than 30% leaf cover

### CHANGEFINDER

**Product:**

**ChangeFinder - Change Detection; Digital Parcel File Provided**

*Data Source – Base:*

Pictometry Outlines

*Data Source Year – Base:*

2016

*Data Source – Comparison:*

Pictometry Imagery

*Data Source Year – Comparison:*

2018

*Deck Identification:*

Marked with a Point

*Regional Status Report Requested:*

*Parameter Changes*

Prior to commencement of production, Customer may make changes to these product parameters by providing Pictometry with written authorization (email being acceptable).

### CONNECT

**Product:**

**Pictometry Connect - CA - 100**

*Admin User Name:*

Josh Corrigan

*Admin User Email:*

jcorrigan@mapacog.org

*Geofence:*

NE Douglas NE Lancaster NE Sarpy IA Pottawattamie

**Product:**

**Pictometry Connect View - CA**

*Admin User Name:*

Josh Corrigan

*Admin User Email:*

jcorrigan@mapacog.org

*Geofence:*

NE Douglas NE Lancaster NE Sarpy IA Pottawattamie

### SECOND PROJECT IMAGERY

**Product:**

**IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector**

*Elevation Source:*

USGS – Shapefile

*Leaf:*

Leaf Off: Less than 30% leaf cover

**Product:** IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector  
**Elevation Source:** USGS – Shapefile  
**Leaf:** Leaf Off: Less than 30% leaf cover

**Product:** IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector  
**Elevation Source:** USGS – Shapefile  
**Leaf:** Leaf Off: Less than 30% leaf cover

**Product:** IMAGERY - NEIGHBORHOOD - 4-way (N5) (6in) Per Sector  
**Elevation Source:** USGS – Shapefile  
**Leaf:** Leaf Off: Less than 30% leaf cover

**Product:** IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector  
**Elevation Source:** USGS – Shapefile  
**Leaf:** Leaf Off: Less than 30% leaf cover

## CHANGEFINDER

**Product:** ChangeFinder - Change Detection; Digital Parcel File Provided  
**Data Source – Base:** Pictometry Outlines  
**Data Source Year – Base:** 2018  
**Data Source – Comparison:** Pictometry Imagery  
**Data Source Year – Comparison:** 2020  
**Deck Identification:** Marked with a Point

**Regional Status Report Requested:** Prior to commencement of production, Customer may make changes to these product parameters by providing Pictometry with written authorization (email being acceptable).  
**Parameter Changes**

**Product:** ChangeFinder - Change Detection; Digital Parcel File Provided  
**Data Source – Base:** Pictometry Outlines  
**Data Source Year – Base:** 2016  
**Data Source – Comparison:** Pictometry Imagery  
**Data Source Year – Comparison:** 2020  
**Deck Identification:** Marked with a Point

**Regional Status Report Requested:** Prior to commencement of production, Customer may make changes to these product parameters by providing Pictometry with written authorization (email being acceptable).  
**Parameter Changes**

## CONNECT

**Product:** Pictometry Connect - CA - 100  
**Admin User Name:** Josh Corrigan  
**Admin User Email:** jcorrigan@mapacog.org  
**Geofence:** NE Douglas NE Lancaster NE Sarpy IA Pottawattamie

**Product:** Pictometry Connect View - CA  
**Admin User Name:** Josh Corrigan  
**Admin User Email:** jcorrigan@mapacog.org  
**Geofence:** NE Douglas NE Lancaster NE Sarpy IA Pottawattamie

## THIRD PROJECT ACCUPLUS IMAGERY

**Product:** IMAGERY-Color Digital Orthophotography-6in GSD-Industry-Standard Delivery Format-per sq mi  
**Elevation Source:** USGS  
**Coverage Area Format:** Shapefile  
**Leaf:** Leaf Off: Less than 30% leaf cover

**Product:** IMAGERY-Color Digital Orthophotography-3in GSD-Industry-Standard Delivery Format-per sq mi  
**Elevation Source:** USGS  
**Coverage Area Format:** Shapefile  
**Leaf:** Leaf Off: Less than 30% leaf cover

## IMAGERY

**Product:** IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector

*Elevation Source:*  
*Leaf:*

Public Avail - NED/USGS/GeoBase  
Leaf Off: Less than 30% leaf cover

**Product:**  
*Elevation Source:*  
*Leaf:*

**IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector**  
USGS – Shapefile  
Leaf Off: Less than 30% leaf cover

**Product:**  
*Elevation Source:*  
*Leaf:*

**IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector**  
Public Avail - NED/USGS/GeoBase  
Leaf Off: Less than 30% leaf cover

## CHANGEFINDER

**Product:**  
*Data Source – Base:*  
*Data Source Year – Base:*  
*Data Source – Comparison:*  
*Data Source Year – Comparison:*  
*Deck Identification:*  
*Regional Status Report Requested:*  
*Parameter Changes*

**ChangeFinder - Change Detection; Digital Parcel File Provided**  
Pictometry Outlines  
2020  
Pictometry Imagery  
2022  
Marked with a Point

Prior to commencement of production, Customer may make changes to these product parameters by providing Pictometry with written authorization (email being acceptable).

## CONNECT

**Product:**  
*Admin User Name:*  
*Admin User Email:*  
*Geofence:*

**Pictometry Connect - CA - 100**  
Josh Corrigan  
jcorrigan@mapacog.org  
NE Douglas NE Lancaster NE Sarpy IA Pottawattamie

**Product:**  
*Admin User Name:*  
*Admin User Email:*  
*Geofence:*

**Pictometry Connect View - CA**  
Josh Corrigan  
jcorrigan@mapacog.org  
NE Douglas NE Lancaster NE Sarpy IA Pottawattamie

## STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

**RapidAccess—Disaster Response Program (“DRP”)**

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

**A. Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

- ☐ **Hurricane:** areas affected by hurricanes of Category 2 and higher.
- ☐ **Tornado:** areas affected by tornados rated EF4 and higher.
- ☐ **Terrorist:** areas affected by damage from terrorist attack.
- ☐ **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- ☐ **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.

**B. Discounted Rate** – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.

**C. Online Services – Use of Pictometry Connect Explorer™** – Pictometry’s DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

## SECTION B

## LICENSE TERMS

### PICTOMETRY DELIVERED CONTENT TERMS AND CONDITIONS OF USE

These Pictometry Delivered Content Terms and Conditions of Use (the "**Delivered Content Terms and Conditions**"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

#### 1. DEFINITIONS

- 1.1 "**Authorized Subdivision**" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 "**Authorized System**" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 "**Authorized User**" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 "**Delivered Content**" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 "**Project Participant**" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

#### 2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
  - (a) install the Delivered Content on Authorized Systems;
  - (b) permit access and use of the Delivered Content through Authorized Systems by:
    - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
    - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
    - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
- 2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.
- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

#### 3. OBLIGATIONS OF CUSTOMER

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

#### 4. LICENSE DURATION; EFFECT OF TERMINATION

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry's right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

#### 5. TRADEMARKS; CONFIDENTIALITY

- 5.1 **Use of Pictometry's Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any copies

of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.

- 5.2 Confidentiality of Delivered Content.** The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

## **6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES**

- 6.1 Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.
- 6.2 Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.
- 6.3 Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

## **7. MISCELLANEOUS PROVISIONS**

- 7.1 Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.
- 7.2 Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

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**[END OF DELIVERED CONTENT TERMS AND CONDITIONS]**

## SECTION B

## LICENSE TERMS

### PICTOMETRY ONLINE SERVICES GENERAL TERMS AND CONDITIONS

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

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- 1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
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- 1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
- 1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
- 1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
- 1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

#### 2. ACCESS TO SERVICES

- 2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
- 2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

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- 3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.
- 3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.
- 3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

#### 4. LIMITED WARRANTY

- 4.1 Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## 5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.
- 5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.
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- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
- (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
- (b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing; or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
- (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

## 6. MISCELLANEOUS

- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York



shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

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**[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]**

## SECTION B

## LICENSE TERMS

### PICTOMETRY WEB VISUALIZATION OFFERING TERMS AND CONDITIONS

These Pictometry Web Visualization Offering Terms and Conditions (the "WVO Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "WVO License Agreement") that governs your use of Pictometry web visualization offerings (the "WVO Services"), the images available in the WVO Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "WVO Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the WVO License Agreement.

#### 1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to use and to provide public access to, and use of, the WVO Services solely for purposes of providing access to WVO Licensed Content in response to human-initiated, discrete location-specific requests through a single web site operated exclusively by or for you to serve you and your public constituencies and not for resale or redistribution or commercial use of any nature.
- 1.2 You may not copy or retain copies of the WVO Licensed Content obtained through the WVO Services or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the WVO Services or any other Pictometry Services, nor will you authorize or permit any user of the WVO Services to do so.
- 1.3 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos without the express written consent of Pictometry.
- 1.4 You may not remove, alter or obscure copyright notices or other notices contained in the WVO Licensed Content.
- 1.5 You may not offer any part of the WVO Services or the WVO Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.6 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the WVO Services and the WVO Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the WVO Services or the WVO Licensed Content acquire any proprietary interest in the WVO Services, the WVO Licensed Content, or any copies thereof, except the limited use rights granted herein.

#### 2. TERMS OF ACCESS TO WVO SERVICES

- 2.1 You shall provide to all end-users of the WVO Services on the page through which they access such services conspicuous notice of the following terms of access: (a) WVO Licensed Content available through the WVO is copyrighted material, (b) end-users of the WVO Services are granted the right to access and view the WVO Licensed Content through the WVO Services for personal use only and not for commercial purposes of any type, (c) end-users of the WVO Services are prohibited from reproducing, reselling, transferring, redistributing or creating derivative works from WVO Licensed Content, (d) all right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the WVO Services and the WVO Licensed Content in all media belong to Pictometry or its third party suppliers, and (e) THE WVO SERVICES AND WVO LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF WVO LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 2.2 The WVO Services, the WVO Licensed Content, and features and functionality within the WVO Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the WVO Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

#### 3. DISCLAIMERS

- 3.1 The WVO Services and the WVO Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The WVO Services and the WVO Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the WVO Services or from the WVO Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the WVO Services or contained in the WVO Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the WVO Services and the WVO Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the WVO Services and the WVO Licensed Content hereby disclaim all liability for damages, claims and expenses arising from such use.
- 3.6 Your reliance on the WVO Services and the WVO Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the WVO Services or the WVO Licensed Content assume no responsibility for any consequences resulting from the use of the WVO Services or the WVO Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the WVO Services or the WVO Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the WVO Services and the WVO Licensed Content.
- 3.9 By accepting these WVO Terms and Conditions or by using the WVO Services or the WVO Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the WVO Services or the WVO Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the WVO Services or the WVO Licensed Content.

#### 4. LIMITED WARRANTY

- 4.1 Pictometry represents and warrants that it has the right and authority to make the WVO Services and the WVO Licensed Content available to you as authorized expressly by this WVO License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE WVO SERVICES AND WVO LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF WVO LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### 5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the WVO Services or the WVO Licensed Content, (b) the unavailability or interruption of the WVO Services or any features thereof or the WVO Licensed Content, (c) your or any other party's use of the WVO Services or the WVO Licensed Content, (d) the loss or corruption of any data or equipment in connection with the WVO Services or the WVO Licensed Content, (e) the content, accuracy, or completeness of the WVO Licensed Content,

all regardless of any assistance received in the use of the WVO Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the WVO Services.

- 5.2 "Covered Party" means (a) Pictometry, its affiliates and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry or its affiliates; and (b) each third party supplier of any WVO Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any WVO Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE WVO SERVICES OR THE WVO LICENSED CONTENT OR THIS WVO LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE WVO SERVICES IN THE TWENTY-FOUR MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE WVO SERVICES, THE WVO LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (OR ANY OTHER WVO SERVICES USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
- (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the WVO Services or the WVO Licensed Content, asserted against you by such third party provided: (i) all use of the WVO Services and the WVO Licensed Content was in accordance with this WVO License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the WVO Services or the WVO Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
- (b) In addition to Section 5.5(a), if the WVO Services, the operation thereof or the WVO Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the WVO Services or the WVO Licensed Content, (ii) replace or modify the WVO Services or the WVO Licensed Content so that they become non-infringing; or (iii) terminate the WVO License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
- (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

## 6. MISCELLANEOUS

- 6.1 The terms and conditions of this WVO License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this WVO License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you but will apply to all similarly situated Pictometry customers using the WVO Services. You may terminate this WVO License Agreement upon written notice to Pictometry if any change to the terms and conditions of this WVO License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the WVO Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this WVO License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this WVO License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this WVO License Agreement by you or someone using the WVO Services, Pictometry may temporarily suspend or discontinue providing access to the WVO Services without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the WVO Services or any WVO Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 You may not assign or otherwise transfer your rights or delegate your duties under this WVO License Agreement without the prior written consent of Pictometry. Any attempt by you to assign, transfer or delegate your rights or obligations under this WVO License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this WVO License Agreement. This WVO License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This WVO License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this WVO License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.
- 6.7 This WVO License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this WVO License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this WVO License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the WVO Services or any WVO Licensed Content has the right to assert and enforce the provisions of this WVO License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this WVO License Agreement or your payment obligations with respect to access to the WVO Services or the WVO Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This WVO License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF WEB VISUALIZATION OFFERING TERMS AND CONDITIONS]

## SECTION B

## LICENSE TERMS

### PICTOMETRY SOFTWARE LICENSE AGREEMENT

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3. **TITLE.** The Proprietary Materials are confidential information of, trade secrets of, and are proprietary to Pictometry. Title to the Proprietary Materials is and will remain in Pictometry and its licensors. All applicable rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the Proprietary Materials are and will remain in Pictometry and its licensors. You will not assert any right, title or interest in the Proprietary Materials provided to you under this License, except for the express license granted to you hereunder. You will not remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials and you will reproduce all such information on all copies made hereunder. You will keep the Proprietary Materials free of all claims, liens and encumbrances.
4. **DISCLAIMERS OF WARRANTY.** USE OF THE PICTOMETRY SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PICTOMETRY SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PICTOMETRY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PICTOMETRY SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. PICTOMETRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE PICTOMETRY SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PICTOMETRY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROPRIETARY MATERIALS WILL BE CORRECTED.
5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL PICTOMETRY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PICTOMETRY SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF PICTOMETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PICTOMETRY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) CAUSED BY, ARISING OUT OF OR IN ANY WAY RELATED TO THE PICTOMETRY SOFTWARE EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
6. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.
7. **MISCELLANEOUS PROVISIONS.**
  - A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.
  - B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.
  - C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.
  - D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.
  - E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

- F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.
- G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.
- H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

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[END OF SOFTWARE LICENSE AGREEMENT]

## SECTION C

## NON-STANDARD TERMS AND CONDITIONS

1. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Nebraska, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Nebraska in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.

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[END OF NON-STANDARD TERMS AND CONDITIONS]

## APPENDIX 1

## PHOTOGRAMMETRIC PRODUCT SPECIFICATIONS

### Color Digital Orthophotography

#### Product Overview:

Seamless digital ortho-mosaic produced from individual frames and tiled to Customer's preferred tiling scheme. Specifications and deliverables as follows:

#### Acquisition:

Frame Overlap: 60% forward/30% side

Capture Window: solar elevation >30 degrees or most optimal 4-hour window

Environmental Conditions: ground free of snow cover; imagery free of clouds, fog, haze, smoke, and dust

Deciduous Vegetation: less than 30% full bloom

Camera System: Pictometry PentaView Sensor based system; medium format (dual nadir) configuration, dynamic range of 12 bits per band, RGB, resampled to 8 bits during processing

#### Image Processing:

Aerial Triangulation: Pictometry will perform aerial triangulation utilizing post-processed exterior orientations, calibrated camera model(s), and specified ground control points as input to the aerial triangulation process. Aerial triangulation process to be performed using Trimble Inpho's Match-AT software.

Elevation Surface: Best available terrain model will be used to support orthorectification; if surface is found to be of insufficient accuracy/quality to support accuracy specifications, Pictometry will use automated surface extraction with limited manual editing to generate a surface to support generation of orthoimagery.

Orthorectification: Pictometry will use the triangulated exterior orientation values, calibrated camera interior orientation models, and the specified digital terrain model to perform the Orthorectification. When rectification requires a resampling of the source imagery, cubic convolution will be used.

Mosaicking: Global color balancing will be applied to all orthophotos to create homogeneous orthophotos within the project area. Local adjustments of brightness values, color, and contrast will be performed if needed. There will be no obvious seam edge between two adjacent orthophotos. Mosaic will be created using automated seamline steering, with manual edits to eliminate feature misalignment caused by seamlines which pass thru features above the elevation surface. Feature alignment across seamlines will be 3 pixels or better. When possible, seamlines will be steered away from elevated features to improve orthophoto quality. Final mosaic will be tiled and named according to the agreed upon schema for delivery or as specified below.

Tiling Schema: Imagery will be tiled per mutually agreed upon schema.

#### Deliverables:

The following will be delivered for;

#### **Sarpy County, NE;**

3-inch GSD ortho mosaic tiles (GeoTIFF format; per specified tiling schema)

3-inch GSD area-wide ortho mosaic (ECW format)

3-inch GSD area-wide ortho mosaic (MrSID format)

#### **Lancaster County, NE;**

3-inch GSD ortho mosaic tiles (GeoTIFF format; per specified tiling schema)

3-inch GSD area-wide ortho mosaic (ECW format)

3-inch GSD area-wide ortho mosaic (MrSID format)

#### **Pottawattamie County, IA**

3-inch GSD ortho mosaic tiles (GeoTIFF format; per specified tiling schema)

3-inch GSD area-wide ortho mosaic (ECW format)

3-inch GSD area-wide ortho mosaic (MrSID format)

6-inch GSD ortho mosaic tiles (GeoTIFF format; per specified tiling schema)

6-inch GSD area-wide ortho mosaic (ECW format)

6-inch GSD area-wide ortho mosaic (MrSID format)

#### **MUD (Metropolitan Utilities District)**

3-inch GSD ortho mosaic tiles (GeoTIFF format; per specified tiling schema)

3-inch GSD area-wide ortho mosaic (ECW format)

3-inch GSD area-wide ortho mosaic (MrSID format)

FGDC compliant metadata

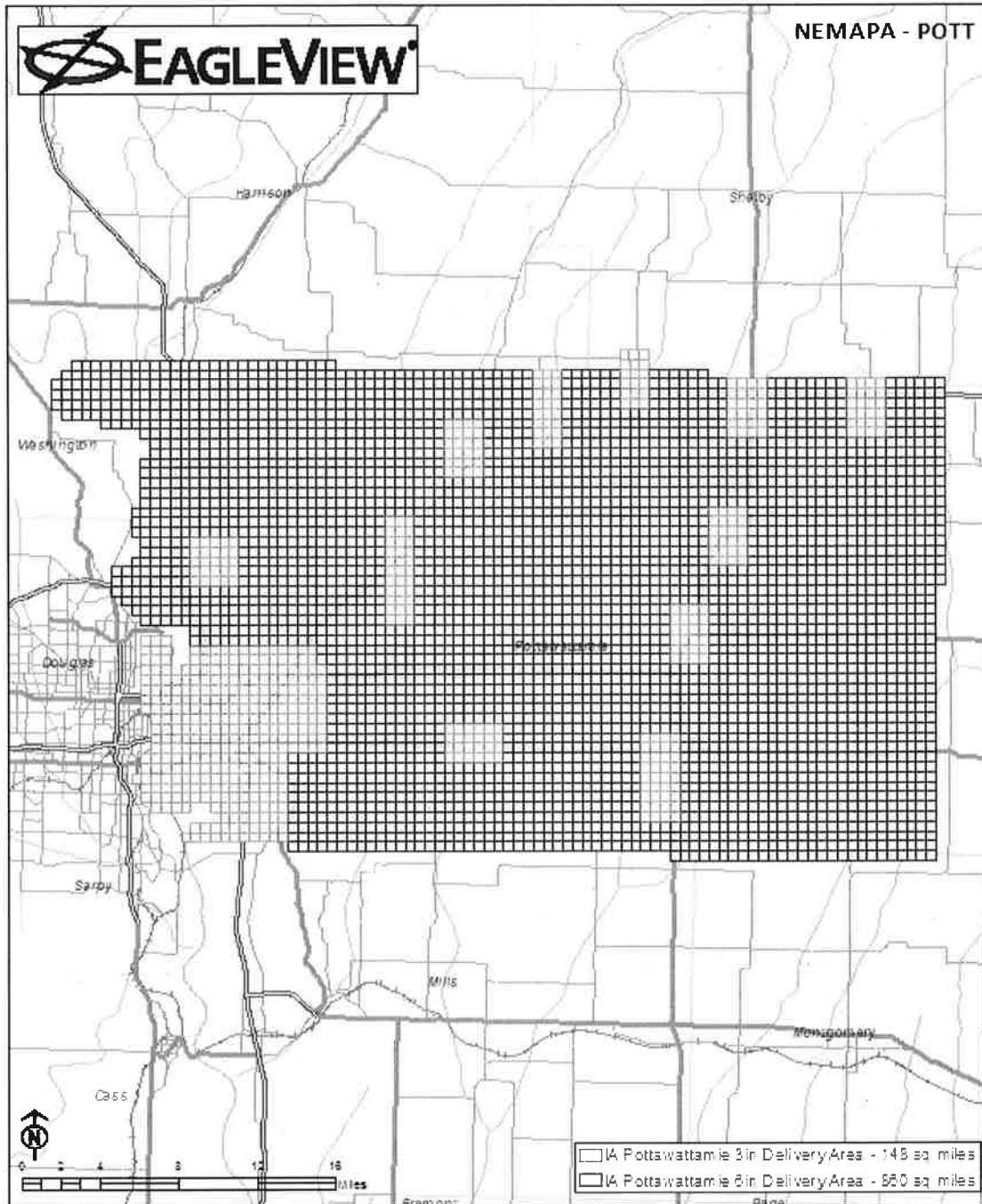
AT/Survey report

#### Orthomosaic Accuracy:

3-inch GSD: RMSE(x or y) 0.75 ft; RMSE(r) 1.06 ft; NSSDA (95%) 1.84 ft.

6-inch GSD: RMSE(x or y) 1.30 ft; RMSE(r) 1.84 ft; NSSDA (95%) 3.20 ft.

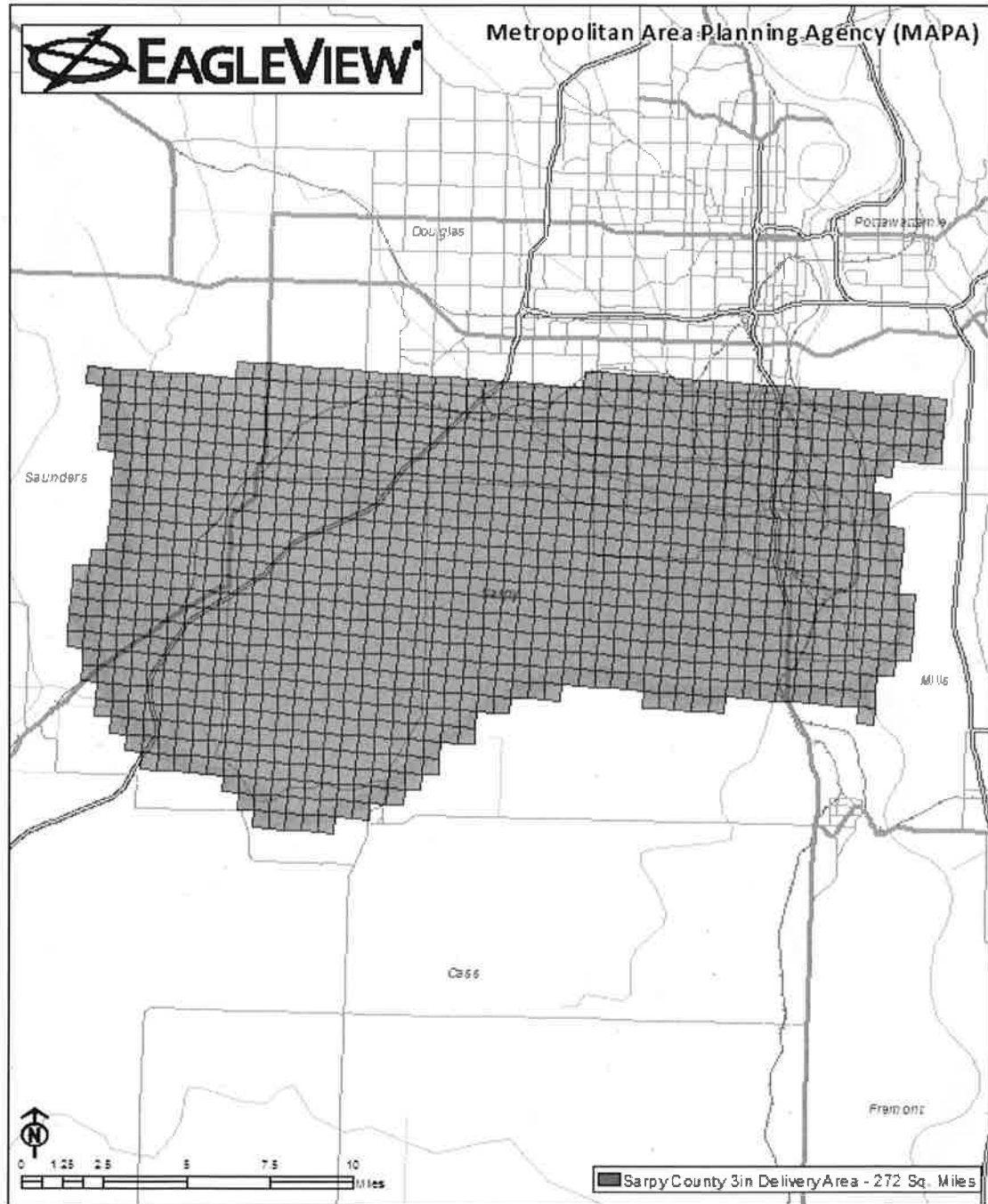
## SECTOR MAPS (5)

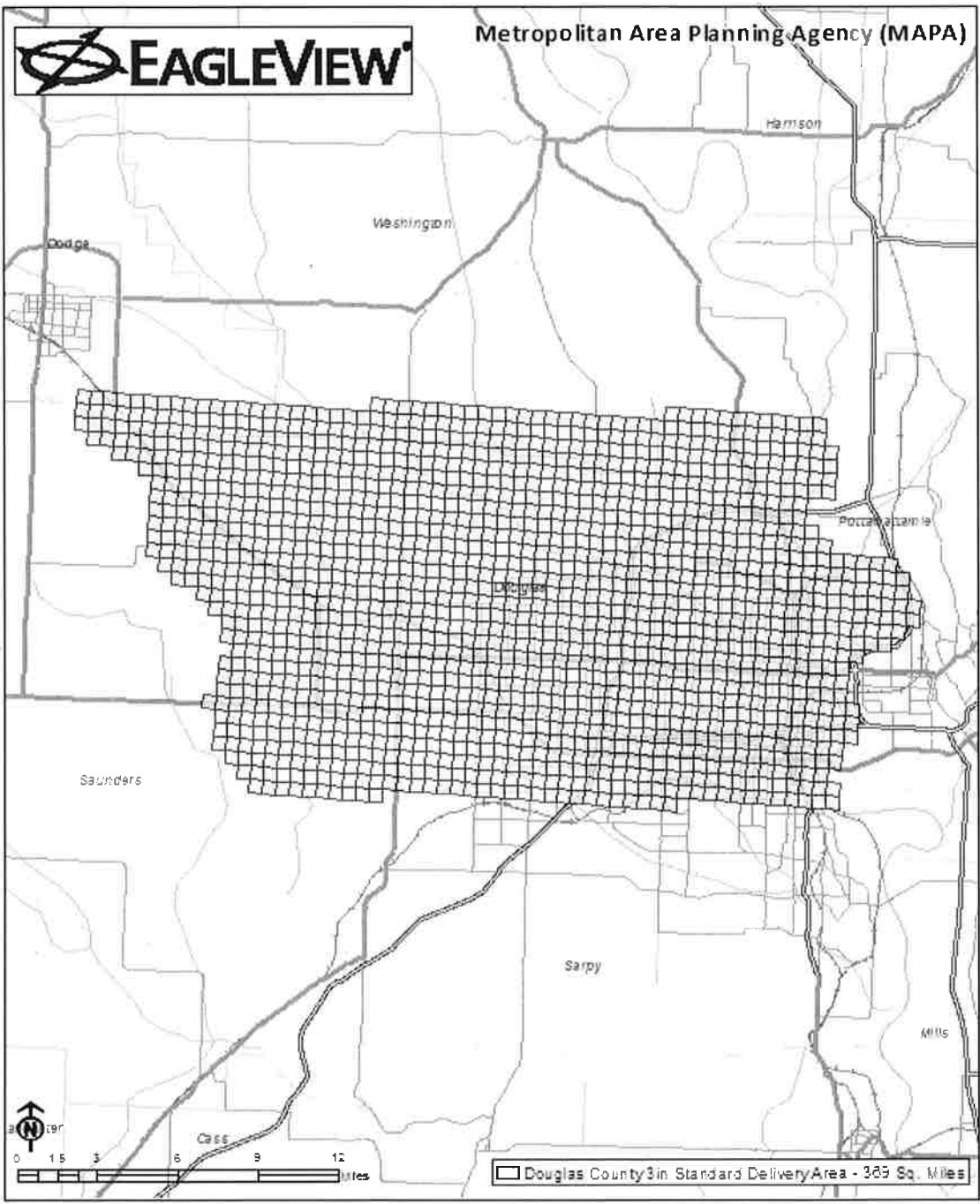






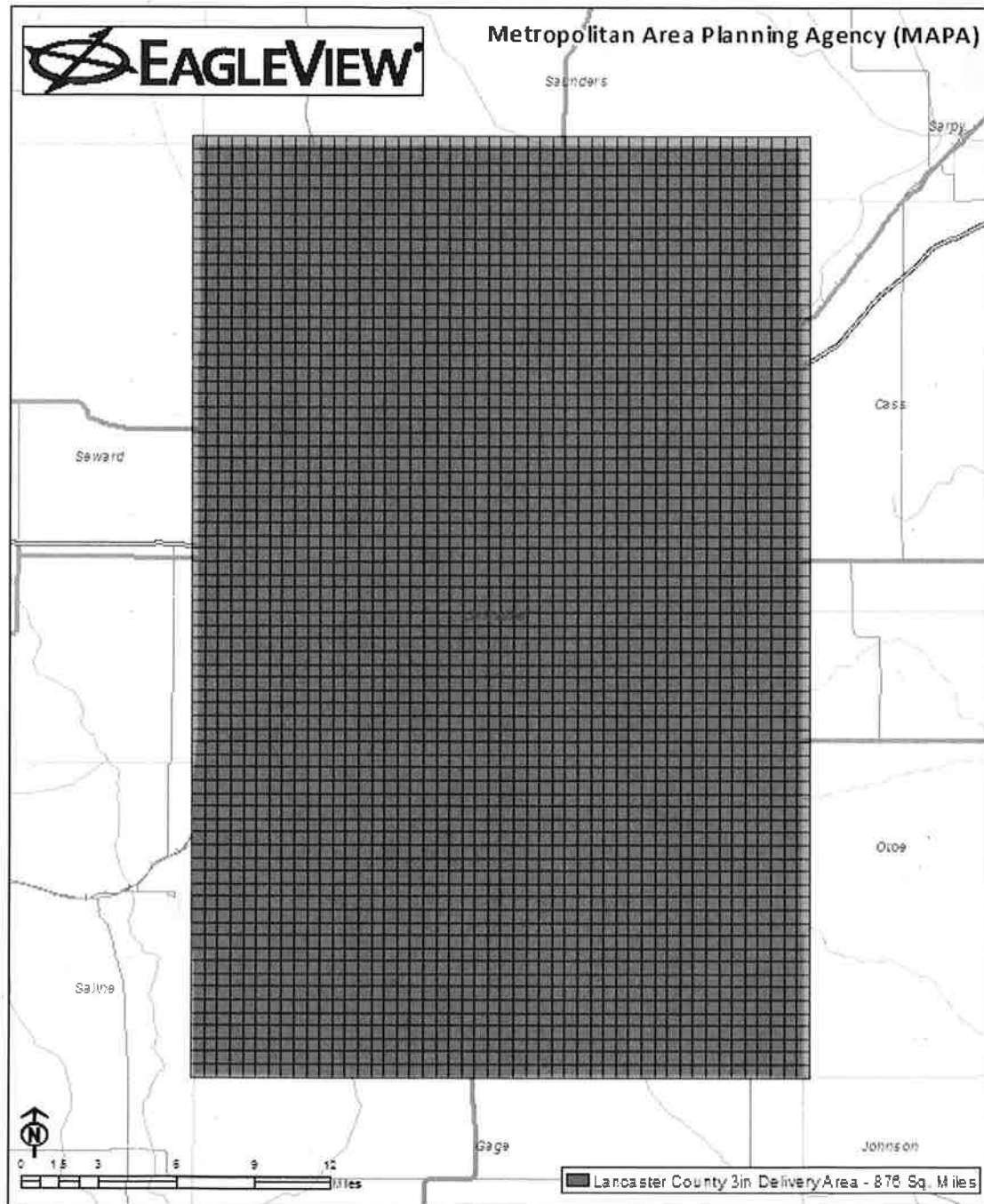
Metropolitan Area Planning Agency (MAPA)







Metropolitan Area Planning Agency (MAPA)





MAPA  
CONTRACT COVER PLATE

CONTRACT IDENTIFICATION

1. Contract Parties: MAPA-Intercultural Senior Center
2. Project Title: 18502300001 Intercultural Senior Center
3. Effective Date: December 1, 2017
4. Completion Date: December 31, 2018

CONTRACT PARTIES

5. Contractor Name and Address: Intercultural Senior Center  
3010 R Street  
Omaha, NE 68107
6. The Planning Agency: The Omaha-Council Bluffs Metropolitan Area Planning Agency  
2222 Cuming Street  
Omaha, Nebraska 68102

ACCOUNTING DATA

7. Contract -\$15,900 of FTA 5310 (CFDA 20.513) funds less independent audit and inspection fees, unless acceptable compliance with 2CFR200 can be substituted, plus \$15,900 in matching funds.

DATES OF SIGNING AND MAPA BOARD APPROVAL

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

AGREEMENT  
FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this first day of December, 2017, by and between Intercultural Senior Center, 3010 R Street, Omaha, NE 68107, herein after referred to as "the Contractor", and the Omaha-Council Bluffs Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska 68102, hereinafter referred to as "MAPA", providing for professional services described herein.

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

1. EMPLOYMENT OF THE CONTRACTOR

The Contractor agrees to undertake certain transportation planning activities identified in Section 5310 Formula Grant for Enhanced Mobility of Seniors and Individuals with Disabilities. This Agreement shall be subject to all required provisions of FTA Project NE-2016-015-01 attached and incorporated hereto by reference (Exhibit A).

2. AREA COVERED

The service area to be covered under this Agreement shall be the Omaha-Council Bluffs urbanized area. The Contractor will provide paratransit service for seniors and disabled individuals to the Intercultural Senior Center.

3. SCOPE OF SERVICES

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

4. PERSONNEL

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

- B. All of the services required hereunder shall be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and authorized under state and local law to perform such services.
- C. All subcontracted services covered by this Agreement shall be reviewed and approved prior to contracting by MAPA and FTA. The Contractor must follow the federal requirements as it pertains to the procurement of goods and services. The Contractor shall provide to MAPA, as well as State and Federal Agencies, upon request proof of the procurement process.

#### 5. RESIDENCY VERIFICATION

Pursuant to Neb. Rev. Stat. § 4-114 *et seq.*, each party shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

#### 6. TIME OF PERFORMANCE

The Contractor agrees to perform the services of this Agreement as stated herein, within the time of this Agreement. The agreement shall cover work performed beginning December 1, 2017 and ending December 31, 2018.

#### 7. COMPENSATION

Contingent upon receipt of Federal Transit Administration (FTA) 5310 funds under FTA Project NE-2016-015-01, MAPA agrees to pay for the services rendered by the Contractor under the terms of this Agreement, compensation on a cost reimbursement basis for costs incurred and to include direct costs not to exceed in any event fifteen thousand nine hundred dollars (\$15,900.00) less independent audit and inspection fees, unless acceptable compliance with 2 CFR 200 can be substituted. The Contractor agrees to contribute in cash or in services a minimum requirement of fifteen thousand nine hundred dollars (\$15,900.00). Services shall be defined as staff time paid with non-federal dollars or equipment purchased with non-federal dollars. (Exhibit C)

- A. Direct Labor Costs are the earnings that individuals receive for the time they are working directly on the project.
  - a. Hourly Rates: For hourly employees, the hourly earnings rate shall be their employee's straight time hourly rate for the pay period in which the work was performed plus overhead. The approved rates and estimated hours are included in the budget (Attachment C).

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

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

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

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

## 8. ACCOUNTING RECORDS

- A. The Contractor shall establish and maintain accounts for the project in a manner consistent with applicable provisions of 2 CFR, Subtitle A, Chapter 2 Part 200 Subpart F.
- B. Expenditures shall be in conformance with the standards for allowability of costs set forth in 2 CFR 200.
- C. The Contractor shall establish and maintain separate accounts for expenditures under NE-2016-015-01.
- D. If necessary, the Federal award information needed for SEFA includes:
  - Federal Grantor: US Department of Transportation - Federal Transit Administration
  - Pass-Through Grantor: Omaha-Council Bluffs Metropolitan Area Planning Agency
  - Program Title: Enhanced Mobility of Seniors and Individuals with Disabilities
  - CFDA Number: 20.513
  - Project Number: 18502300001
- E. The Contractor shall maintain an accurate cost-keeping system as to all costs incurred in connection with the subject of this Agreement and shall produce for examination books of account, bills, invoices and



other vouchers, or certified copies thereof if originals are lost, at such reasonable time and place as may be designated by MAPA, FTA or a designated Federal representative and shall permit extracts and copies thereof to be made during the period and for three (3) years after the final FTA-MAPA audit is completed, resolved and closed.

- F. The Contractor shall at all times afford a representative of MAPA, FTA, or any authorized representative of the Federal government, reasonable facilities for examination and audits of the cost account records, shall make such returns and reports to a representative as may be required, shall produce and exhibit such books, accounts, documents and property as the representative may desire to inspect, and shall in all things aid the representative in the performance of audit duties.
- G. If any amount paid by MAPA to the Contractor under this Agreement is found to be ineligible for reimbursement from the sponsoring federal agency, the Contractor shall pay such amount back to MAPA.

#### 9. SUBMISSION OF VOUCHERS/INVOICES

- A. The Contractor may submit monthly, but no less than quarterly, documented invoices of costs incurred for the work elements and work activities that were previously identified in Sections 3A of this Agreement. Said reports shall account for the expenditure of Federal and Contractor shares, shall indicate work program percentage completion, and shall contain a statement of the Contractor's estimate of the percentage of work completed and be signed by a responsible representative of the Contractor's certifying that all of the items herein are true and correct for the work performed under the terms of this Agreement. Final payment shall be made upon determination by MAPA and FTA that all requirements hereunder have been completed, which determination shall not be unreasonably withheld. Promptly after receipt of the Contractor's invoices, and following receipt of funds from FTA Project NE-16-X039-01. MAPA shall make payment thereon to the Contractor. MAPA may withhold ten percent (10%) of the total compensation pending a final audit of this Agreement.
- B. All invoices shall be taken from the books of account kept by the Contractor shall have available copies of payroll distribution, receipted bills or other documents reasonably required by MAPA. The Contractor shall use actual labor rates for billing purposes.
- C. The Contractor shall have available a listing of all Contractor personnel positions that may be selected or assigned to the work contemplated herein. Said listing shall indicate the title or classification and salary range of each such position. It is agreed that employees of the Contractor, whose time is directly assignable to the FY 2016 Program, shall keep and sign a time record showing the work element and work activity of the FY 2016 Program, date and hours worked, and title of position.

#### 10. TERMINATION OF AGREEMENT FOR CAUSE

- A. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, or refuse to accept changes required by FTA, MAPA shall thereupon have the right to

terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings and reports prepared by the Contractor shall be made available to MAPA, and the Contractor shall be entitled to receive compensation for all expenses incurred or obligated on all work mutually agreed to be satisfactorily completed through the effective date of termination.

- B. The above also applies when the contract may be terminated because of circumstances beyond the control of MAPA or the Contractor.

#### 11. CHANGES

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

#### 12. PROHIBITED INTEREST

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

#### 13. ASSIGNABILITY

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

#### 14. CLAIMS

Both parties indemnify, save and hold harmless the other party, and all its agents and employees of and from any and all claims, demands, actions or causes of action of whatever nature or character arising out of, or by reason of, the work to be performed by either party. Each party further agrees to defend, at its own sole cost and expense, any action or proceeding commenced for the purpose of asserting any such claim of whatever character arising as a result of its actions. It is further agreed that any and all employees of either party while engaged in the performance of any work or service required or provided for herein to be performed by that party, shall not be considered employees of the other party, and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Nebraska on behalf of said employees, while so engaged, and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees, shall in no way be the obligation or responsibility of the other party.

## 15. INTEREST OF THE CONTRACTOR

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

## 16. IDENTIFICATION OF DOCUMENTS

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

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

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

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

## 17. PUBLICATION OR RELEASE OF INFORMATION

- A. Papers, interim reports, forms or other material which are a part of the work under contract will not be copyrighted without written approval of FTA.
- B. Either party to the Agreement may initiate a request for publication of the final or interim reports, or any portions thereof.
- C. Publication by either party shall give credit to the other party and to FTA. However, if FTA does not wish to subscribe to the findings or conclusions of the study the following statement shall be included on the credit sheet: "The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of FTA."
- D. In the event of failure of agreement between FTA and the Contractor relative to the publication of any reports during the period of the contract, each party reserves the right to publish independently, in which event the nonconcurrence of the other party shall be set forth, if requested.
- E. Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with participants in the Transportation Planning Program, small technical groups or lectures to employees or students. Lectures to other groups which describe the

plans are permissible.

- F. Neither party shall publish nor otherwise disclose, nor permit to be disclosed or published, the results of the investigation herein contemplated, during the period of the Agreement, without notifying the other party.
- G. When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, abstracts may be used for notification of intent to present a paper based on the study. Such presentation must protect the interest of the other party by the inclusion of a statement in the paper and in presentation to the effect that the paper had not been reviewed by the State.

#### 18. NONDISCRIMINATION

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

#### 19. DISADVANTAGED BUSINESS ENTERPRISE

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

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

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

#### 22. DAVIS-BACON ACT<sup>1</sup>, *as amended (40 U.S.C. 276a to a-7)*

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

determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

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

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

**24. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

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

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

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

**26. HOLD HARMLESS**

The Consultant agrees to and shall indemnify, save and hold harmless the Planning Agency, its members, officers, employees, and agents, from all claims and liability of whatsoever kind or character due to or arising out of the acts and conduct of the Consultant, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Consultant doing the work herein contracted for, or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement, and also from all claims of damage for infringement of any patent in fulfilling this Agreement. The Consultant will procure and maintain adequate public liability and property damage insurance to protect the Planning Agency, its members,

officers, employees, and agents, and will, upon request of the Planning Agency, furnish proof of compliance with this requirement.

#### 27. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. No representations were made or relied upon by either Party other than those that are expressly set forth herein. No agent, employee or other representative of either Party is empowered to alter any of the terms hereof except as provided herein.

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

OMAHA-COUNCIL BLUFFS METROPOLITAN  
AREA PLANNING AGENCY

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

INTERCULTURAL SENIOR CENTER

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

APPROVED AS TO LEGAL FORM

DATE \_\_\_\_\_

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

\_\_\_\_\_

DOT

FTA

U.S. Department of Transportation

Federal Transit Administration

## Award

<b>Federal Award Identification Number (FAIN)</b>	NE-2016-015-01
<b>Temporary Application Number</b>	1856-2016-1
<b>Award Name</b>	5310 Operations & Administration
<b>Award Status</b>	Active (Executed)
<b>Award Budget Number</b>	0

## Part 1: Recipient Information

**Name: Omaha-council Bluffs Metropolitan Area Planning Agency**

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
1856	Planning Commission	OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY	107603896

Location Type	Address	City	State	Zip
Headquarters				
Physical Address	2222 CUMING ST	OMAHA	NE	68102
Mailing Address	2222 CUMMING ST	OMAHA	NE	68102

## Union Information

<b>Union Name</b>	<b>TEAMSTERS LOCAL #554</b>
Address 1	PO BOX 27005
Address 2	4349 SOUTH 90TH STREET
City	OMAHA
State	Nebraska
Zipcode	68127
Contact Name	Bryan Patel
Telephone	4023310550



Fax	4023310557
E-mail	nmahoney@local544.org
Website	
<b>Union Name</b>	<b>TWU LOCAL 223</b>
Address 1	5418 SOUTH 27TH STREET
Address 2	
City	OMAHA
State	Nebraska
Zipcode	68107
Contact Name	JOE BONCORDO
Telephone	4027347851
Fax	4027341205
E-mail	TWU223@QWEST.NET
Website	

## Part 2: Award Information

### Title: 5310 Operations & Administration

FAIN	Award Status	Award Type	Date Created	Last Updated Date	Fro
NE-2016-015-01	Active (Executed)	Grant	5/23/2017	5/23/2017	No

#### Award Start Date

9/22/2016

#### Award End Date

6/30/2018

#### Award Executive Summary

5310 OPERATIONS & ADMIN (7-18-2017)

This project is part of the Coordinated Transit Plan (located at [http://mapacog.org/wp-content/uploads/2014/05/MAPA\\_2014CoordinatedTransitPlan\\_ApprovedMay2014.pdf](http://mapacog.org/wp-content/uploads/2014/05/MAPA_2014CoordinatedTransitPlan_ApprovedMay2014.pdf)) on page 66. MAPA completed a c projects in February 2015. These projects were incorporated into the FY16 TIP and are now being programmed into TrAM the attached POP.

#### FUNDING:

This amendment includes lapsing FY15 funds in the amount of \$80,531, FY16 and FY17 5310 Funds.

This amendment uses the following amounts of funds:

FY15 = \$80,531

FY16 = \$22,826

FY17 = \$83,199

Total = \$186,556

#### PROJECT ACTIVITY

This amendment includes the following projects:

FY16

- OPERATIONS: Intercultural Senior Center - \$15,900. These funds are for the operation of paratransit services.
- OPERATIONS: Black Hills Works - \$6,608. These funds are for the operation of paratransit services.
- OPERATIONS: Florence Home for the Aged - \$318. These funds are for the operation of paratransit services.

#### FY17

- OPERATIONS: City of Council Bluffs - \$77,380. These funds are for the operation of paratransit services.
- OPERATIONS: Florence Home for the Aged - \$45,580. These funds are for the operation of paratransit services.
- OPERATIONS: Black Hills Works - \$30,170. These funds are for the operation of paratransit services.
- OPERATIONS: Bryant Resource Center - \$10,600. These funds are for the operation of paratransit services.

#### 5310 Operations & Administration (9-15-2016)

This project is part of the Coordinated Transit Plan (located at [http://mapacog.org/wp-content/uploads/2014/05/MAPA\\_2014CoordinatedTransitPlan\\_ApprovedMay2014.pdf](http://mapacog.org/wp-content/uploads/2014/05/MAPA_2014CoordinatedTransitPlan_ApprovedMay2014.pdf)) on page 66. MAPA completed a c projects in February 2015. These projects were incorporated into the FY16 TIP and are now being programmed into TrAM the attached POP.

#### FUNDING:

This amendment includes FY14, FY15, and FY16 5310 Funds. The following funds are remaining: FY14-\$9,570; FY15-\$463,458.

This amendment uses the following amounts of funds:

FY14 = \$9,570

FY15 = \$55,054

FY16 = \$139,250

Total = \$203,874

#### PROJECT ACTIVITY

This amendment includes the following projects:

#### FY14

- CAPITAL: Sarpy County-\$9,570. These funds are for capitalized costs of contracting with a service provider.

#### FY15

- CAPITAL: Sarpy County-\$55,054. These funds are for capitalized costs of contracting with a service provider.

#### FY16

- OPERATIONS: City of Council Bluffs - \$75,190. These funds are for the operation of paratransit services.
- OPERATIONS: Florence Home for the Aged - \$19,290. These funds are for the operation of paratransit services.
- CAPITAL: Sarpy County-\$7,000. These funds are for capitalized costs of contracting with a service provider.
- ADMINISTRATION: Currently, MAPA has applied for, or flexed, \$377,703 of FY16 funds. MAPA is utilizing \$37,770 (10% \$377,703) of the FY16 funds for Admin.

#### Frequency of Milestone Progress Reports (MPR)

Annual

#### Frequency of Federal Financial Reports (FFR)

Annual

#### Does this application include funds for research and/or development activities?

This award does not include research and development activities.

#### Pre-Award Authority

This award is not using Pre-Award Authority.

**Does this application include suballocation funds?**

Recipient organization is directly allocated these funds and is eligible to apply for and receive these funds directly.

**Will this Grant be using Lapsing Funds?**

Yes, this Grant will use Lapsing Funds.

**Will indirect costs be applied to this application?**

This award does not include an indirect cost rate.

*Indirect Rate Details:* N/A

**Requires E.O. 12372 Review**

No, this application does not require E.O. 12372 Review.

**Delinquent Federal Debt**

No, my organization does not have delinquent federal debt.

**Award Point of Contact Information**

First Name	Last Name	Title	E-mail Address	P
Courtney	Barber	Transportation Planner	cbarber@mapacog.org	4
	shannon.graves@dot.gov	Transportation Program Specialist		

**Award Budget Control Totals**

Funding Source	Section of Statute	CFDA Num
49 USC 5310 - (MAP 21)Formula Grants for Enhanced Mob of Sr. & Ind. w Disab	5310-1A	20513
Local		
Local/In-Kind		
State		
State/In-Kind		
Other Federal		
Transportation Development Credit		
<b>Total Eligible Cost</b>		

**Award Budget**

Project Number		Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount
NE-2016-015-03-01	300-00 (300-A4)	OPERATING ASSISTANCE	\$117,306.00	\$117,306.00	\$234,612.00

NE-2016-015-03-01			30.09.01	UP TO 50% FEDERAL SHARE	\$6,608.00	\$6,608.00	\$13,216.00
NE-2016-015-03-01			30.09.01	UP TO 50% FEDERAL SHARE	\$19,608.00	\$19,608.00	\$39,216.00
NE-2016-015-03-01			30.09.01	UP TO 50% FEDERAL SHARE	\$15,900.00	\$15,900.00	\$31,800.00
NE-2016-015-03-01			30.09.01	UP TO 50% FEDERAL SHARE	\$75,190.00	\$75,190.00	\$150,380.00
NE-2016-015-03-01	641-00 (641-A3)	5310 PROJECTS			\$44,770.00	\$1,750.00	\$46,520.00
NE-2016-015-03-01			11.71.12	CAPITAL COST OF 3RD PARTY CONTRACTING	\$7,000.00	\$1,750.00	\$8,750.00
NE-2016-015-03-01			11.80.00	STATE OR PROGRAM ADMINISTRATION	\$37,770.00	\$0.00	\$37,770.00
NE-2016-015-01-01	641-00 (641-A1)	5310 PROJECTS			\$9,570.00	\$2,393.00	\$11,963.00
NE-2016-015-01-01			11.71.12	CAPITAL COST OF 3RD PARTY CONTRACTING	\$9,570.00	\$2,393.00	\$11,963.00
NE-2016-015-02-01	641-00 (641-A2)	5310 PROJECTS			\$55,054.00	\$13,764.00	\$68,818.00
NE-2016-015-02-01			11.71.12	CAPITAL COST OF 3RD PARTY CONTRACTING	\$55,054.00	\$13,764.00	\$68,818.00
NE-2016-015-04-01	300-00 (300-A5)	OPERATING ASSISTANCE			\$163,730.00	\$163,730.00	\$327,460.00
NE-2016-015-04-01			30.09.01	UP TO 50% FEDERAL SHARE	\$10,600.00	\$10,600.00	\$21,200.00
NE-2016-015-04-01			30.09.01	UP TO 50% FEDERAL SHARE	\$30,170.00	\$30,170.00	\$60,340.00
NE-2016-015-04-01			30.09.01	UP TO 50% FEDERAL SHARE	\$45,580.00	\$45,580.00	\$91,160.00
NE-2016-015-04-01			30.09.01	UP TO 50% FEDERAL SHARE	\$77,380.00	\$77,380.00	\$154,760.00

## Earmark and Discretionary Allocations

This application does not contain earmarks or discretionary allocations.

## Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendme Amount
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NE-16-X108	NE-2016-015-03-01	OPERATING ASSISTANCE	300-00 (300)	A4	310490	Omaha, NE-IA	2016.25.16.DL.2	04	Enh Mob Seniors/Disabl - >200K	\$22,826
NE-16-X108	NE-2016-015-04-01	OPERATING ASSISTANCE	300-00 (300)	A5	310490	Omaha, NE-IA	2015.25.16.DL.2	04	Enh Mob Seniors/Disabl - >200K	\$80,531
NE-16-X108	NE-2016-015-04-01	OPERATING ASSISTANCE	300-00 (300)	A5	310490	Omaha, NE-IA	2017.25.16.DL.2	04	Enh Mob Seniors/Disabl - >200K	\$83,199
NE-16-X108	NE-2016-015-01-01	5310 PROJECTS	641-00 (641)	A1	310490	Omaha, NE-IA	2014.25.16.DL.2	00	Enh Mob Seniors/Disabl - >200K	\$0
NE-16-X108	NE-2016-015-02-01	5310 PROJECTS	641-00 (641)	A2	310490	Omaha, NE-IA	2015.25.16.DL.2	00	Enh Mob Seniors/Disabl - >200K	\$0
NE-16-X108	NE-2016-015-03-01	5310 PROJECTS	641-00 (641)	A3	310490	Omaha, NE-IA	2016.25.16.DL.2	00	Enh Mob Seniors/Disabl - >200K	\$0

## Part 3: Project Information

### Project Title: FY16 Operations and Administration

Project Number	Temporary Project Number	Date Created	Start Date	End Date
NE-2016-015-03-01	1856-2016-1-P3	5/23/2017	11/1/2016	6/30/2017

#### Project Description

The following agencies will receive funding under this project:

- The City of Council Bluffs, Iowa
- Florence Home for the Aged
- Sarpy County, Nebraska

In addition, MAPA will use a portion of FY16 funding for administration.

#### Project Benefits

The City of Council Bluffs will use funding to operate its paratransit service.

Florence Home for the Aged will use funding to provide trained staff to accompany individuals with disabilities and the elderly on transportation trips to physician visits, dental appointments, outings, and social events.

Sarpy County's project will increase human service ridership in Sarpy County and includes transportation access for 550 disabled individuals. It is specifically aimed at enabling elderly and/or disabled individuals to meet court requirements.

#### Additional Information

None provided.

#### Location Description

This project will benefit residents within the MAPA region in both Iowa and Nebraska.

### Project Location (Urbanized Areas)

UZA Code	Area Name
310490	Omaha, NE-IA

### Congressional District Information

State	District	Representative
Nebraska	2	Brad Ashford
Iowa	3	David Young

### Project Control Totals

Funding Source	Section of Statute	CFDA Number
49 USC 5310 - (MAP 21)Formula Grants for Enhanced Mob of Sr. & Ind. w Disab	5310-1A	20513
Local		
Local/In-Kind		
State		
State/In-Kind		
Other Federal		
Transportation Development Credit		
Total Eligible Cost		

### Project Budget

Project Number			Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount
NE-2016-015-03-01	300-00 (300-A4)	OPERATING ASSISTANCE		\$117,306.00	\$117,306.00	\$234,612.00
NE-2016-015-03-01		30.09.01	UP TO 50% FEDERAL SHARE	\$6,608.00	\$6,608.00	\$13,216.00
NE-2016-015-03-01		30.09.01	UP TO 50% FEDERAL SHARE	\$19,608.00	\$19,608.00	\$39,216.00
NE-2016-015-03-01		30.09.01	UP TO 50% FEDERAL SHARE	\$15,900.00	\$15,900.00	\$31,800.00

NE-2016-015-03-01		30.09.01	UP TO 50% FEDERAL SHARE	\$75,190.00	\$75,190.00	\$150,380.00
NE-2016-015-03-01	641-00 (641-A3)	5310 PROJECTS		\$44,770.00	\$1,750.00	\$46,520.00
NE-2016-015-03-01		11.71.12	CAPITAL COST OF 3RD PARTY CONTRACTING	\$7,000.00	\$1,750.00	\$8,750.00
NE-2016-015-03-01		11.80.00	STATE OR PROGRAM ADMINISTRATION	\$37,770.00	\$0.00	\$37,770.00

## Project Budget Activity Line Items

### Budget Activity Line Item: 30.09.01 - UP TO 50% FEDERAL SHARE

Scope Name / Code	Line Item #	Custom Item Name	Activity
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	OPERATING ASSISTANCE

#### Extended Budget Description

These funds will be used by Black Hills Works for door-to-door transportation of disabled individuals to jobs at Offutt Air F

#### Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number
49 USC 5310 - (MAP 21)Formula Grants for Enhanced Mob of Sr. & Ind. w Disab	5310-1A	20513
Local		
Local/In-Kind		
State		
State/In-Kind		
Other Federal		
Transportation Development Credit		
<b>Total Eligible Cost</b>		

Milestone Name	Est. Completion Date	Description
Contract Begin Date	7/1/2017	The contract will begin on July 1, 2017 and continue through 2018.
Contract End Date	6/30/2018	The contract will begin on July 1, 2017 and continue through 2018.

### Budget Activity Line Item: 30.09.01 - UP TO 50% FEDERAL SHARE

Scope Name / Code	Line Item #	Custom Item Name	Activity
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OPERATING ASSISTANCE (300-00) 30.09.01 UP TO 50% FEDERAL SHARE OPERATING ASSISTANCE

**Extended Budget Description**

These funds will be used by the Intercultural Senior Center for door-to-door transportation of seniors to community activities.

**Will 3rd Party contractors be used to fulfill this activity line item?**

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number
49 USC 5310 - (MAP 21)Formula Grants for Enhanced Mob of Sr. & Ind. w Disab	5310-1A	20513
Local		
Local/In-Kind		
State		
State/In-Kind		
Other Federal		
Transportation Development Credit		
<b>Total Eligible Cost</b>		

Milestone Name	Est. Completion Date	Description
Contract Begin Date	7/1/2017	The contract will begin on July 1, 2017 and continue through 2018.
Contract End Date	6/30/2018	The contract will begin on July 1, 2017 and continue through 2018.

**Budget Activity Line Item: 11.71.12 - CAPITAL COST OF 3RD PARTY CONTRACTING**

Scope Name / Code	Line Item #	Custom Item Name	Activity
5310 PROJECTS (641-00)	11.71.12	CAPITAL COST OF 3RD PARTY CONTRACTING	3RD PARTY CONTRACTING

**Extended Budget Description**

This funding will be used by Sarpy County to contract with a 3rd party service to provide transportation for seniors and disabled individuals to and from services and programming required by a court order, probation, pretrial release, or diversion contract.

**Will 3rd Party contractors be used to fulfill this activity line item?**

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number
49 USC 5310 - (MAP 21)Formula Grants for Enhanced Mob of Sr. & Ind. w Disab	5310-1A	20513
Local		
Local/In-Kind		
State		
State/In-Kind		
Other Federal		



Transportation Development Credit
<b>Total Eligible Cost</b>

Milestone Name	Est. Completion Date	Description
Start Date	11/1/2016	We will begin the contracting process in November of 2016
End Date	11/1/2017	The contract will be completed in November of 2017

**Budget Activity Line Item: 30.09.01 - UP TO 50% FEDERAL SHARE**

Scope Name / Code	Line Item #	Custom Item Name	Activity
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	OPERATING ASSISTANCE

**Extended Budget Description**

This item is for the City of Council Bluffs' paratransit service.

**Will 3rd Party contractors be used to fulfill this activity line item?**

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number
49 USC 5310 - (MAP 21)Formula Grants for Enhanced Mob of Sr. & Ind. w Disab	5310-1A	20513
Local		
Local/In-Kind		
State		
State/In-Kind		
Other Federal		
Transportation Development Credit		
<b>Total Eligible Cost</b>		

Milestone Name	Est. Completion Date	Description
Start Date	11/1/2016	We will contract with Council Bluffs in November of 2016.
End Date	11/1/2017	The contract with Council Bluffs will end in November of 2017

**Budget Activity Line Item: 30.09.01 - UP TO 50% FEDERAL SHARE**

Scope Name / Code	Line Item #	Custom Item Name	Activity
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	OPERATING ASSISTANCE

**Extended Budget Description**

7-18-2017

\$318.00 added to this line item as part of an amendment.

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This item will fund transportation service for Florence Home for the Aged.

**Will 3rd Party contractors be used to fulfill this activity line item?**

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number
49 USC 5310 - (MAP 21)Formula Grants for Enhanced Mob of Sr. & Ind. w Disab	5310-1A	20513
Local		
Local/In-Kind		
State		
State/In-Kind		
Other Federal		
Transportation Development Credit		
<b>Total Eligible Cost</b>		

Milestone Name	Est. Completion Date	Description
Start Date	11/1/2016	We will contract with Florence Home in November of 2016.
End Date	11/1/2017	The contract with Florence Home will be completed in November of 2017.

**Budget Activity Line Item: 11.80.00 - STATE OR PROGRAM ADMINISTRATION**

Scope Name / Code	Line Item #	Custom Item Name	Activity
5310 PROJECTS (641-00)	11.80.00	STATE OR PROGRAM ADMINISTRATION	STATE / PROGRAM ADMINISTRATION

**Extended Budget Description**

This item is for MAPA's administration of the 5310 program.

**Will 3rd Party contractors be used to fulfill this activity line item?**

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number
49 USC 5310 - (MAP 21)Formula Grants for Enhanced Mob of Sr. & Ind. w Disab	5310-1A	20513
Local		
Local/In-Kind		
State		
State/In-Kind		
Other Federal		
Transportation Development Credit		
<b>Total Eligible Cost</b>		

Milestone Name	Est. Completion Date	Description
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Start Date	11/1/2016	MAPA will begin administration of FY2016-based projects in 2016.
End Date	11/1/2017	MAPA will complete administration of FY2016-based projects in November 2017.

## Project Environmental Findings

### Finding: Class II(c) - Categorical Exclusions (C-List)

#### Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

#### Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concept; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine needs.

Date Description	Date
Class IIc CE Approved	7/24/2017

### Project Title: FY14 Sarpy County Service Contracting

Project Number	Temporary Project Number	Date Created	Start Date	End Date
NE-2016-015-01-01	1856-2016-1-P1	5/23/2017	11/1/2016	11/1/2017

#### Project Description

This project will be a demand response service transporting seniors and disabled individuals to and from services and programming required by a court order, probation, pretrial release, or diversion contract. Services may include transportation to and from appointments throughout the metro area and Sarpy County.

#### Project Benefits

This project will increase human service ridership in Sarpy County and includes transportation access for 550 elderly and/or disabled individuals. It is specifically aimed at enabling elderly and/or disabled individuals to meet court requirements.

#### Additional Information

*None provided.*

#### Location Description

This project will serve residents of Sarpy County, Nebraska.

## Project Location (Urbanized Areas)

UZA Code	Area Name
310000	Nebraska
310490	Omaha, NE-IA

## Congressional District Information

State	District	Representative
Nebraska	1	Jeff Fortenberry
Nebraska	2	Brad Ashford

## Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5310 - (MAP 21)Formula Grants for Enhanced Mob of Sr. & Ind. w Disab	5310-1A	20513	\$9,570
Local			\$2,393
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
<b>Total Eligible Cost</b>			<b>\$11,963</b>

## Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NE-2016-015-01-01	641-00 (641-A1) 5310 PROJECTS	\$9,570.00	\$2,393.00	\$11,963.00	1
NE-2016-015-01-01	11.71.12 CAPITAL COST OF 3RD PARTY CONTRACTING	\$9,570.00	\$2,393.00	\$11,963.00	1

## Project Budget Activity Line Items

<b>Budget Activity Line Item: 11.71.12 - CAPITAL COST OF 3RD PARTY CONTRACTING</b>
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Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
5310 PROJECTS (641-00)	11.71.12	CAPITAL COST OF 3RD PARTY CONTRACTING	3RD PARTY CONTRACTS	1

#### Extended Budget Description

This funding will be used by Sarpy County to contract with a 3rd party service to provide transportation for seniors and disabled individuals to and from services and programming required by a court order, probation, pretrial release, or diversion contract.

#### Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5310 - (MAP 21)Formula Grants for Enhanced Mob of Sr. & Ind. w Disab	5310-1A	20513	\$9,570
Local			\$2,393
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
<b>Total Eligible Cost</b>			<b>\$11,963</b>

Milestone Name	Est. Completion Date	Description
Start Date	11/1/2016	We will begin the contracting process in November of 2016.
End Date	11/1/2017	The contract will be completed in November of 2017

## Project Environmental Findings

#### Finding: Class II(c) - Categorical Exclusions (C-List)

##### Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

##### Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	7/24/2017

## Project Title: FY15 Sarpy County Service Contracting

Project Number	Temporary Project Number	Date Created	Start Date	End Date
NE-2016-015-02-01	1856-2016-1-P2	5/23/2017	11/1/2016	11/1/2017

### Project Description

This project will be a demand response service transporting seniors and disabled individuals to and from services and programming required by a court order, probation, pretrial release, or diversion contract. Services may include transportation to and from appointments throughout the metro area and Sarpy County.

### Project Benefits

This project will increase human service ridership in Sarpy County and includes transportation access for 550 elderly and/or disabled individuals. It is specifically aimed at enabling elderly and/or disabled individuals to meet court requirements.

### Additional Information

*None provided.*

### Location Description

This project will serve residents of Sarpy County, Nebraska.

## Project Location (Urbanized Areas)

UZA Code	Area Name
310490	Omaha, NE-IA

## Congressional District Information

State	District	Representative
Nebraska	2	Brad Ashford

## Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5310 - (MAP 21)Formula Grants for Enhanced Mob of Sr. & Ind. w Disab	5310-1A	20513	\$55,054
Local			\$13,764

Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
<b>Total Eligible Cost</b>			<b>\$68,818</b>

## Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NE-2016-015-02-01	641-00 (641-A2) 5310 PROJECTS	\$55,054.00	\$13,764.00	\$68,818.00	1
NE-2016-015-02-01	11.71.12 CAPITAL COST OF 3RD PARTY CONTRACTING	\$55,054.00	\$13,764.00	\$68,818.00	1

## Project Budget Activity Line Items

Budget Activity Line Item: 11.71.12 - CAPITAL COST OF 3RD PARTY CONTRACTING				
Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
5310 PROJECTS (641-00)	11.71.12	CAPITAL COST OF 3RD PARTY CONTRACTING	3RD PARTY CONTRACTS	1

### Extended Budget Description

This funding will be used by Sarpy County to contract with a 3rd party service to provide transportation for seniors and disabled individuals to and from services and programming required by a court order, probation, pretrial release, or diversion contract.

### Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5310 - (MAP 21)Formula Grants for Enhanced Mob of Sr. & Ind. w Disab	5310-1A	20513	\$55,054
Local			\$13,764
Local/In-Kind			\$0

State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
<b>Total Eligible Cost</b>			<b>\$68,818</b>

Milestone Name	Est. Completion Date	Description
Start Date	11/1/2016	We will begin the contracting process in November of 2016.
End Date	11/1/2017	The contract will be completed in November of 2017

## Project Environmental Findings

### Finding: Class II(c) - Categorical Exclusions (C-List)

#### Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

#### Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	7/24/2017

### Project Title: FY17 Operations and Administration

Project Number	Temporary Project Number	Date Created	Start Date	End Date
NE-2016-015-04-01	NE-2016-015-01-P4	5/31/2017	7/1/2017	6/30/2018

#### Project Description

The following agencies will receive funding under this project:

- The City of Council Bluffs, Iowa
- Florence Home for the Aged
- Black Hills Works
- Bryant Resource Center

In addition, MAPA will use a portion of FY17 funding for administration.



**Project Benefits**

The City of Council Bluffs will use funding to operate its paratransit service.

Florence Home for the Aged will use funding to provide trained staff to accompany individuals with disabilities and the elderly on transportation trips to physician visits, dental appointments, outings, and social events.

Black Hills Works will use funding to provide door-to-door transportation for disabled individuals travelling to jobs at Offutt Air Force Base.

Bryant Resource Center will use funding to provide transportation access for elderly and disabled beneficiaries of other services they provide.

**Additional Information**

*None provided.*

**Location Description**

This project will benefit residents within the MAPA region in both Iowa and Nebraska.

**Project Location (Urbanized Areas)**

UZA Code	Area Name
310000	Nebraska
310490	Omaha, NE-IA

**Congressional District Information**

State	District	Representative
Nebraska	2	Brad Ashford
Iowa	3	David Young

**Project Control Totals**

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5310 - (MAP 21)Formula Grants for Enhanced Mob of Sr. & Ind. w Disab	5310-1A	20513	\$163,730
Local			\$163,730
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
<b>Total Eligible Cost</b>			<b>\$327,460</b>

## Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NE-2016-015-04-01	300-00 (300-A5) OPERATING ASSISTANCE	\$163,730.00	\$163,730.00	\$327,460.00	4
NE-2016-015-04-01	30.09.01 UP TO 50% FEDERAL SHARE	\$10,600.00	\$10,600.00	\$21,200.00	1
NE-2016-015-04-01	30.09.01 UP TO 50% FEDERAL SHARE	\$30,170.00	\$30,170.00	\$60,340.00	1
NE-2016-015-04-01	30.09.01 UP TO 50% FEDERAL SHARE	\$45,580.00	\$45,580.00	\$91,160.00	1
NE-2016-015-04-01	30.09.01 UP TO 50% FEDERAL SHARE	\$77,380.00	\$77,380.00	\$154,760.00	1

## Project Budget Activity Line Items

Budget Activity Line Item: 30.09.01 - UP TO 50% FEDERAL SHARE				
Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	OPERATING ASSISTANCE	1

### Extended Budget Description

This item is for the City of Council Bluffs' paratransit service.

### Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5310 - (MAP 21)Formula Grants for Enhanced Mob of Sr. & Ind. w Disab	5310-1A	20513	\$77,380
Local			\$77,380
Local/In-Kind			\$0

State		\$0
State/In-Kind		\$0
Other Federal		\$0
Transportation Development Credit		\$0
<b>Total Eligible Cost</b>		<b>\$154,760</b>

Milestone Name	Est. Completion Date	Description
Contract Begin Date	7/1/2017	The contract will begin July 1, 2017 and end June 30, 2018.
Contract End Date	6/30/2018	The contract will begin July 1, 2017 and end June 30, 2018.

**Budget Activity Line Item: 30.09.01 - UP TO 50% FEDERAL SHARE**

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	OPERATING ASSISTANCE	1

**Extended Budget Description**

This item will fund transportation service for Florence Home for the Aged.

**Will 3rd Party contractors be used to fulfill this activity line item?**

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5310 - (MAP 21)Formula Grants for Enhanced Mob of Sr. & Ind. w Disab	5310-1A	20513	\$45,580
Local			\$45,580
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
<b>Total Eligible Cost</b>			<b>\$91,160</b>

Milestone Name	Est. Completion Date	Description
Contract Begin Date	7/1/2017	The contract will begin July 1, 2017 and end June 30, 2018.
Contract End Date	6/30/2018	The contract will begin July 1, 2017 and end June 30, 2018.

**Budget Activity Line Item: 30.09.01 - UP TO 50% FEDERAL SHARE**

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	OPERATING ASSISTANCE	1

**Extended Budget Description**

These funds will be used by Black Hills Works for door-to-door transportation of disabled individuals to jobs at Offutt Air Force Base.

**Will 3rd Party contractors be used to fulfill this activity line item?**

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5310 - (MAP 21)Formula Grants for Enhanced Mob of Sr. & Ind. w Disab	5310-1A	20513	\$30,170
Local			\$30,170
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
<b>Total Eligible Cost</b>			<b>\$60,340</b>

Milestone Name	Est. Completion Date	Description
Contract Begin Date	7/1/2017	The contract will begin on July 1, 2017 and continue through June 30, 2018.
Contract End Date	6/30/2018	The contract will begin on July 1, 2017 and continue through June 30, 2018.

**Budget Activity Line Item: 30.09.01 - UP TO 50% FEDERAL SHARE**

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	OPERATING ASSISTANCE	1

**Extended Budget Description**

This item is for transportation services provided by Bryant Resource Center.

**Will 3rd Party contractors be used to fulfill this activity line item?**

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5310 - (MAP 21)Formula Grants for Enhanced Mob of Sr. & Ind. w Disab	5310-1A	20513	\$10,600
Local			\$10,600
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
<b>Total Eligible Cost</b>			<b>\$21,200</b>

Milestone Name	Est. Completion Date	Description
Contract Begin Date	7/1/2017	The contract will begin on July 1, 2017 and continue through June 30, 2018.
Contract End Date	6/30/2018	The contract will begin on July 1, 2017 and continue through June 30, 2018.

## Project Environmental Findings

### Finding: Class II(c) - Categorical Exclusions (C-List)

#### Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

#### Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	7/24/2017

## Part 4: Fleet Details

No fleet data exists for this application.

## Part 5: FTA Review Comments

## **Intercultural Senior Center**

### **Scope of Work**

Our center provides services Monday through Friday, 8:00 am to 2:00 pm. We serve 60-100 seniors per day and in the last fiscal year, over 300 individuals came to ISC at least once. Our clients are Latino immigrants; refugees from Bhutan, Nepal, and Burma (Karen population); and native English speakers.

Almost all of our clients rely on the curb-to-curb transportation we provide in the mornings and afternoons and would otherwise spend their days isolated at home. They cannot easily use the public transportation system because of language and cultural barriers, lack of funds, and routes that do not easily accommodate their needs. Most of our clients do not have drivers licenses and their adult children are not available to take them places during the day.

Our bilingual drivers have pre-set routes based on where clients live and the planned attendance for the day. We also schedule field trips to cultural attractions and occasional shopping trips.

In our 2016-2017 fiscal year, we logged 16,227 trips (one person, one way). We estimate that will increase by at least 5% this fiscal year.

### **Budget**

Please see the attached 5310 budget request.

**Operations:** The \$15,900 5310 request will be used for drivers' wages. The local match will also be used for drivers' wages.

### **Local Match**

The required 50% local match will come from generating operating grants from local foundations.

## Exhibit C: Project Budget

**Project Name:** Intercultural Senior Center

**Contact Name:** Sarah Gilbert

Budget Detail	Total Cost	5310 Funds	Local Match
<b>A. OPERATING EXPENSES<sup>1</sup></b>			
1. Drivers Wages	\$ 15,900	\$ 15,900	\$ 15,900
<b>Total - Operating Expenses</b>	<b>\$ 15,900</b>	<b>\$ 15,900</b>	<b>\$ 15,900</b>



## TRAVEL AUTHORIZATION FORM

Person Traveling :	Don Gross		
Dates of Travel:	February 11 - 14, 2018		
Departure Time:	8:00 AM	Return Time:	8:00 PM
Traveling to :	Washington DC		
Purpose:	National Conference of Regions		
Coding:	28000-01 16NDOR02		
Block Rate Deadline:	unknown		
# Traveling:	7-8		

### Estimated Travel Expenses:

Registration	\$525.00	Transp. Fares	\$200.00	Parking	\$50.00
Flights	\$400.00	Auto Rental		Other	
MAPA Vehicle Miles	10	Personal Vehicle Miles			
MAPA Vehicle Mileage	\$5.35	Personal Vehicle Mileage	\$0.00	Rate	\$0.535

Per Diem:	Start Day	Between Days	x	# of days	End Day
Day's Max.	\$69.00	\$69.00	x	2	\$69.00
Breakfast		\$16.00	x	2	\$16.00
Lunch	\$17.00	\$17.00	x	2	
Dinner	\$31.00	\$31.00	x	2	\$31.00
Incidental	\$5.00	\$5.00	x	2	\$5.00
Meals & Incidental					
Total	\$53.00	\$69.00	x	2	\$52.00
Lodging	\$201.00	\$201.00	x	2	
Taxes & Fees on Lodging	\$40.20	\$40.20	x	2	

Deduction for Meals Provided at Conferences \_\_\_\_\_

Total Lodging \$723.60 Total Meals and Incidentals \$243.00

Total Estimated Travel Expenses: \$2,146.95

Date Submitted:	by	_____
		Employee Traveling
Date Approved:	by	_____
		Department Director
Date Approved:	by	_____
		Executive Director
Date Approved:	by	_____
		Finance Committee Chair/Member (if amount is over \$1000)
Date Approved:	by	_____
		Board of Directors Chair/Member (if amount is over \$2000)

\* See Notes on Page 2





## TRAVEL AUTHORIZATION FORM

Person Traveling :	Mike Helgerson		
Dates of Travel:	February 11 - 14, 2018		
Departure Time:	8:00 AM	Return Time:	8:00 PM
Traveling to :	Washington DC		
Purpose:	National Conference of Regions		
Coding:	28000-01 16NDOR02		
Block Rate Deadline:	unknown		
# Traveling:	7-8		

### Estimated Travel Expenses:

Registration	\$525.00	Transp. Fares	\$200.00	Parking	\$50.00
Flights	\$400.00	Auto Rental		Other	
MAPA Vehicle Miles	10	Personal Vehicle Miles			
MAPA Vehicle Mileage	\$5.35	Personal Vehicle Mileage	\$0.00	Rate	\$0.535

Per Diem:	Start Day	Between Days	x	# of days	End Day
Day's Max.	\$69.00	\$69.00	x	2	\$69.00
Breakfast		\$16.00	x	2	\$16.00
Lunch	\$17.00	\$17.00	x	2	
Dinner	\$31.00	\$31.00	x	2	\$31.00
Incidental	\$5.00	\$5.00	x	2	\$5.00
Meals & Incidental					
Total	\$53.00	\$69.00	x	2	\$52.00
Lodging	\$201.00	\$201.00	x	2	
Taxes & Fees on Lodging	\$40.20	\$40.20	x	2	

Deduction for Meals Provided at Conferences

Total Lodging \$723.60 Total Meals and Incidentals \$243.00

Total Estimated Travel Expenses: \$2,146.95

Date Submitted:	by	Employee Traveling
Date Approved:	by	Department Director
Date Approved:	by	Executive Director
Date Approved:	by	Finance Committee Chair/Member (if amount is over \$1000)
Date Approved:	by	Board of Directors Chair/Member (if amount is over \$2000)

\* See Notes on Page 2



## TRAVEL AUTHORIZATION FORM

Person Traveling :	Sue Cutsforth
Dates of Travel:	February 11 - 14, 2018
Departure Time:	8:00 AM
Return Time:	8:00 PM
Traveling to :	Washington DC
Purpose:	National Conference of Regions
Coding:	28000-01 16NDOR02
Block Rate Deadline:	unknown
# Traveling:	7-8

### Estimated Travel Expenses:

Registration	\$525.00	Transp. Fares	\$200.00	Parking	\$50.00
Flights	\$400.00	Auto Rental		Other	
MAPA Vehicle Miles	10	Personal Vehicle Miles			
MAPA Vehicle Mileage	\$5.35	Personal Vehicle Mileage	\$0.00	Rate	\$0.535

Per Diem:	Start Day	Between Days	x	# of days	End Day
Day's Max.	\$69.00	\$69.00	x	2	\$69.00
Breakfast		\$16.00	x	2	\$16.00
Lunch	\$17.00	\$17.00	x	2	
Dinner	\$31.00	\$31.00	x	2	\$31.00
Incidental	\$5.00	\$5.00	x	2	\$5.00
Meals & Incidental					
Total	\$53.00	\$69.00	x	2	\$52.00
Lodging	\$201.00	\$201.00	x	2	
Taxes & Fees on Lodging	\$40.20	\$40.20	x	2	

Deduction for Meals Provided at Conferences \_\_\_\_\_

Total Lodging \$723.60 Total Meals and Incidentals \$243.00

Total Estimated Travel Expenses: \$2,146.95

Date Submitted:	by	Employee Traveling
Date Approved:	by	Department Director
Date Approved:	by	Executive Director
Date Approved:	by	Finance Committee Chair/Member (if amount is over \$1000)
Date Approved:	by	Board of Directors Chair/Member (if amount is over \$2000)

\* See Notes on Page 2





## TRAVEL AUTHORIZATION FORM

Person Traveling :	Tom Hanafan		
Dates of Travel:	February 11 - 14, 2018		
Departure Time:	8:00 AM	Return Time:	8:00 PM
Traveling to :	Washington DC		
Purpose:	National Conference of Regions		
Coding:	11-6080 99998-01 No Grant		
Block Rate Deadline:	unknown		
# Traveling:	7-8		

### Estimated Travel Expenses:

Registration \$525.00  
Flights \$400.00

Transp. Fares \$200.00  
Auto Rental           

Parking \$50.00  
Other           

MAPA Vehicle Miles             
MAPA Vehicle Mileage \$0.00

Personal Vehicle Miles 60  
Personal Vehicle Mileage \$32.10 Rate \$0.535

Per Diem:	Start Day	Between Days	x	# of days	End Day
Day's Max.	\$69.00	\$69.00	x	2	\$69.00
Breakfast		\$16.00	x	2	\$16.00
Lunch	\$17.00	\$17.00	x	2	
Dinner	\$31.00	\$31.00	x	2	\$31.00
Incidental	\$5.00	\$5.00	x	2	\$5.00
Meals & Incidental					
Total	\$53.00	\$69.00	x	2	\$52.00
Lodging	\$201.00	\$201.00	x	2	
Taxes & Fees on Lodging	\$40.20	\$40.20	x	2	

Deduction for Meals Provided at Conferences           

Total Lodging \$723.60

Total Meals and Incidentals \$243.00

Total Estimated Travel Expenses: \$2,173.70

Date Submitted:            by             
Employee Traveling

Date Approved:            by             
Department Director

Date Approved:            by             
Executive Director

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

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



## TRAVEL AUTHORIZATION FORM

Person Traveling :	Carol Vinton		
Dates of Travel:	February 11 - 14, 2018		
Departure Time:	8:00 AM	Return Time:	8:00 PM
Traveling to :	Washington DC		
Purpose:	National Conference of Regions		
Coding:	11-6080 99998-01 No Grant		
Block Rate Deadline:	unknown		
# Traveling:	7-8		

### Estimated Travel Expenses:

Registration \$525.00  
Flights \$400.00



Transp. Fares \$200.00  
Auto Rental           

Parking \$50.00  
Other           

MAPA Vehicle Miles             
MAPA Vehicle Mileage \$0.00

Personal Vehicle Miles 60  
Personal Vehicle Mileage \$32.10

Rate \$0.535

Per Diem:	Start Day	Between Days	x	# of days	End Day
Day's Max.	<u>\$69.00</u>	<u>\$69.00</u>	x	<u>2</u>	<u>\$69.00</u>
Breakfast	<u>          </u>	<u>\$16.00</u>	x	<u>2</u>	<u>\$16.00</u>
Lunch	<u>\$17.00</u>	<u>\$17.00</u>	x	<u>2</u>	<u>          </u>
Dinner	<u>\$31.00</u>	<u>\$31.00</u>	x	<u>2</u>	<u>\$31.00</u>
Incidental	<u>\$5.00</u>	<u>\$5.00</u>	x	<u>2</u>	<u>\$5.00</u>
Meals & Incidental					
Total	<u>\$53.00</u>	<u>\$69.00</u>	x	<u>2</u>	<u>\$52.00</u>
Lodging	<u>\$201.00</u>	<u>\$201.00</u>	x	<u>2</u>	
Taxes & Fees on Lodging	<u>\$40.20</u>	<u>\$40.20</u>	x	<u>2</u>	

Deduction for Meals Provided at Conferences           

Total Lodging \$723.60

Total Meals and Incidentals \$243.00

Total Estimated Travel Expenses: \$2,173.70

Date Submitted:            by             
Employee Traveling

Date Approved:            by             
Department Director

Date Approved:            by             
Executive Director

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

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



## TRAVEL AUTHORIZATION FORM

Person Traveling :	Additional Board Member		
Dates of Travel:	February 11 - 14, 2018		
Departure Time:	8:00 AM	Return Time:	8:00 PM
Traveling to :	Washington DC		
Purpose:	National Conference of Regions		
Coding:	11-6080 99998-01 No Grant		
Block Rate Deadline:	unknown		
# Traveling:	7-8		

### Estimated Travel Expenses:

Registration \$525.00  
Flights \$400.00

Transp. Fares \$200.00  
Auto Rental           

Parking \$50.00  
Other           

MAPA Vehicle Miles             
MAPA Vehicle Mileage \$0.00

Personal Vehicle Miles 60  
Personal Vehicle Mileage \$32.10

Rate \$0.535

Per Diem:	Start Day	Between Days	x	# of days	End Day
Day's Max.	\$69.00	\$69.00	x	2	\$69.00
Breakfast		\$16.00	x	2	\$16.00
Lunch	\$17.00	\$17.00	x	2	
Dinner	\$31.00	\$31.00	x	2	\$31.00
Incidental	\$5.00	\$5.00	x	2	\$5.00
Meals & Incidental					
Total	\$53.00	\$69.00	x	2	\$52.00
Lodging	\$201.00	\$201.00	x	2	
Taxes & Fees on Lodging	\$40.20	\$40.20	x	2	

Deduction for Meals Provided at Conferences           

Total Lodging \$723.60

Total Meals and Incidentals \$243.00

Total Estimated Travel Expenses: \$2,173.70

Date Submitted:            by             
Employee Traveling

Date Approved:            by             
Department Director

Date Approved:            by             
Executive Director

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

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

# MAPA Project Selection

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Guidance Document for TAP-MAPA Project Selection  
*FY2019-2024 Transportation Improvement Program*

Approved:  
TTAC  
Board

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## Schedule for TAP-MAPA Project Selection

Call for FY 2024 Projects .....	December 1, 2017
Submittal Deadline for STP-MAPA Applications .....	January 19, 2018
Preliminary Eligibility Screening of Applications.....	February 2, 2018
Individual Project Applications Scored .....	February 9, 2018
Project Selection Workshop.....	February 15, 2018
Publication of Selected Project List.....	February 19, 2018
Appeals Hearing .....	February 20, 2018
Incorporation into Draft FY2019-2024 MAPA TIP.....	February & March 2018
TTAC Approval of Draft FY2019-2024 MAPA TIP .....	April 2018
MAPA Board of Directors Approval of Draft FY2019-2024 MAPA TIP .....	April 2018
State Review & Public Comment Period.....	April-May 2018
TTAC Approval of Final FY2019-2024 MAPA TIP .....	June 2018
MAPA Board of Directors Approval of Final FY2019-2024 MAPA TIP.....	June 2018
Distribution of Final TIP to State & Federal Partners.....	July 2018

## 1) Eligibility of Projects

This project selection methodology applies only to those projects that are seeking to be funded via MAPA's annual Transportation Alternatives Program (TAP) apportionment. This methodology does not apply to other federal funding source or class and should not be utilized by jurisdictions seeking funding from any other source.

### *Federal Eligibility Requirements*

The Fixing America's Surface Transportation Act (FAST) maintained the following activities as eligible projects for funding under the Transportation Alternatives Program (TAP):

1. Construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.).
2. Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs.
3. Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other nonmotorized transportation users
4. Construction of turnouts, overlooks, and viewing areas.
5. Community improvement activities, which include but are not limited to:
  - a. inventory, control, or removal of outdoor advertising;
  - b. historic preservation and rehabilitation of historic transportation facilities;
  - c. vegetation management practices in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control; and
  - d. archaeological activities relating to impacts from implementation of a transportation project eligible under title 23.
6. Any environmental mitigation activity, including pollution prevention and pollution abatement activities and mitigation to-
  - a. address stormwater management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff, including activities described in sections 133(b)(11), 328(a), and 329 of title 23; or
  - b. reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.
7. The recreational trails program under section 206 of title 23
8. The safe routes to school program eligible projects and activities listed at section 1404(f) of the SAFETEA-LU:
  - a. Infrastructure-related projects.
  - b. Noninfrastructure-related activities.
  - c. Safe Routes to School coordinator.
9. Planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.

Per the requirements of the FAST Act, Transportation Alternatives Program funds cannot be used for the following activities:

1. State or MPO administrative purposes, except for SRTS administration, and administrative costs of the State permitted for RTP set-aside funds.
2. Promotional activities, except as permitted under the SRTS.
3. General recreation and park facilities, playground equipment, sports fields, campgrounds, picnic areas and pavilions, etc.
4. Routine maintenance and operations.

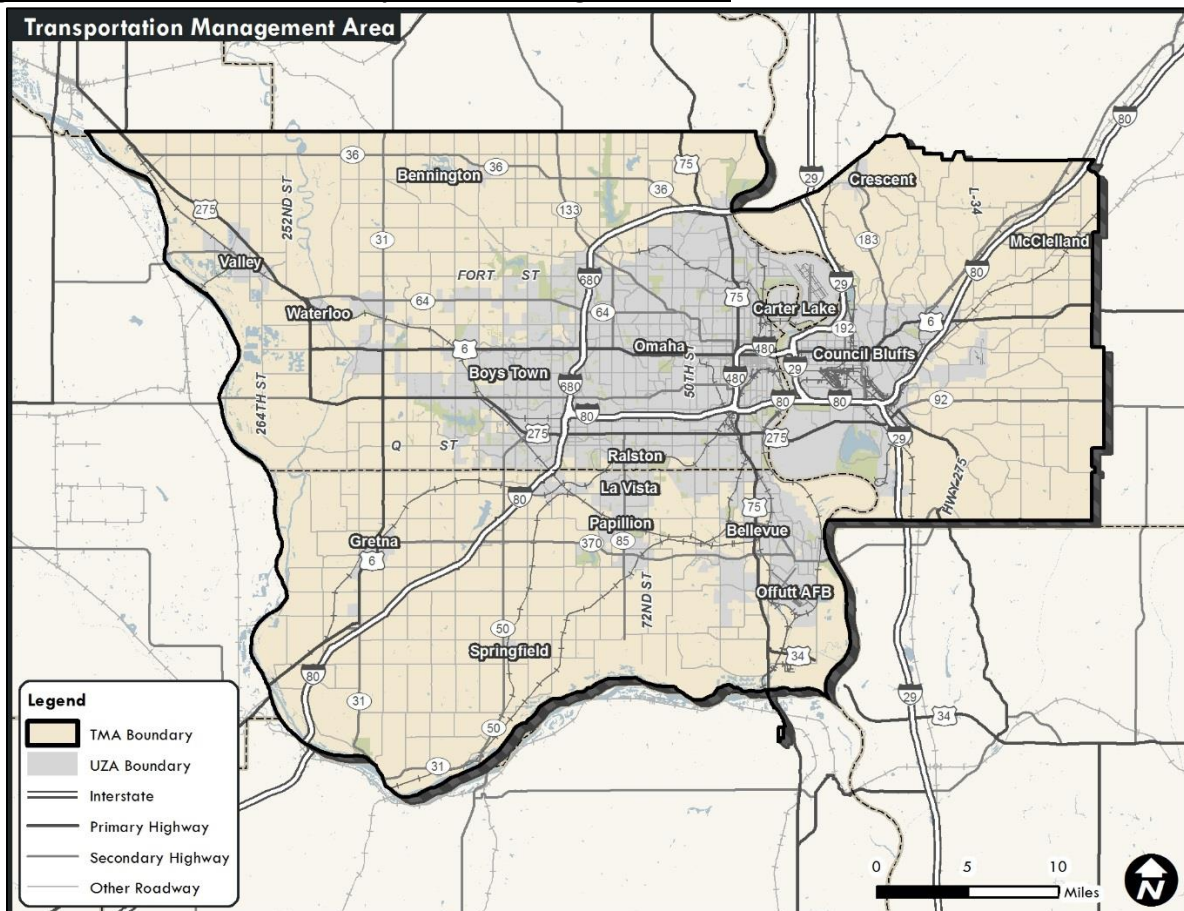
### *Additional Eligibility Requirements for TAP Funding*

In addition to the above eligibility standards, projects seeking TAP-MAPA funding must meet the following minimum eligibility requirements:

1. Project must be listed in the MAPA 2040 Long Range Transportation Plan as required by the FAST Act.
2. Minimum match of 20 percent local (non-federal) funding as required by the FAST Act.
3. Projects must be submitted by local public agencies (LPAs) (including school districts) in the MAPA Transportation Management Area (MAPA TMA). The TMA encompasses Douglas and Sarpy Counties in Nebraska and the urbanized area surrounding Council Bluffs in Pottawattamie County, Iowa.

Failure to meet any of the above criteria will result in immediate disqualification of the submitted project for TAP-MAPA funding.

**Figure 1: MAP of the MAPA Transportation Management Area**



## 2) MAPA Transportation Alternatives Program Committee (TAP-C)

### *Membership*

Transportation alternatives projects in the MAPA TMA are subject to the review and approval of the MAPA Transportation Alternatives Program Committee (TAP-C). TAP-C is an eighteen member stakeholder committee of the Transportation Technical Advisory Committee (TTAC) that includes planners, engineers, advocates, and other staff from local and state jurisdictions. Membership of the Transportation Alternatives Program Committee includes members of the larger MAPA TTAC and outside organizations and representatives. Appointments to the Transportation Alternatives Program Committee are reviewed and approved by the Transportation Technical Advisory Committee

TAP-C membership was formalized through the adoption of bylaws in late 2013 with review and approval by TTAC and the MAPA Board of Directors. Organizations and individuals currently represented on the TAP Committee are as follows:

- City of Omaha Public Works
- City of Omaha Planning
- City of Omaha Parks
- City of Council Bluffs
- City of Bellevue
- City of Springfield
- City of La Vista
- City of Papillion
- Douglas County
- Sarpy County
- Papio-Missouri River Natural Resources District (PMNRD)
- Metro Transit
- Nebraska Department of Roads (NDOR)
- Iowa Department of Transportation (IDOT)
- Douglas County Health Department
- Transportation Advocates (ModeShift Omaha)
- Public Health Advocate (Live Well Omaha)
- Public Representative

TAP-C membership will be reevaluated to determine turnover strategies for the membership of any rotating positions that are identified.

## 3) Project Submission Guidelines

Jurisdictions submitting applications must abide by the timeline listed in this guidance document. Applications for three project types have been created in order to evaluate each project class. Jurisdictions must select a project category and prepare the required documentation to the best of their abilities.

The final application for a TAP-MAPA project may include a one-page narrative of the project that may include details outside those requested in the application forms. This one page narrative should be submitted in Times New Roman 12pt font with one (1) inch margins. Additional pages or documentation will not be considered in the final scoring of the application.

Project applications for FY 2023 TAP-MAPA funding should be submitted no later than 4:30pm on January 6, 2017 to:

MAPA Project Selection  
Metropolitan Area Planning Agency  
2222 Cuming Street  
Omaha, NE 68102

Project applications and questions concerning this process may also be emailed to [mapa@mapacog.org](mailto:mapa@mapacog.org).

### *Evaluation of Project Applications*

Following an initial eligibility determination, project applications are evaluated and scored by MAPA staff based upon their particular project type and the information supplied. MAPA staff will recommend a prioritization of projects to TAP-C for approval at the Final Selection Workshop. Projects selected during this workshop will be incorporated into the Draft FY2019 MAPA Transportation Improvement Program as allowed by fiscal constraint.

The Draft MAPA TIP is then presented to and voted on by the MAPA TTAC and MAPA Board of Directors. After approval of the draft and the duration of the public comment period, the TIP is again presented to TTAC and the Board of Directors as a final document. Once the final TIP is approved it is submitted to MAPA's state and federal partners for approval and inclusion in the State Transportation Improvement Programs (STIPs).

### *Project Selection Process and Funding Implementation*

To streamline the STP and TAP funding project selection process, and to ensure the effective use of federal funds, MAPA will allocate funding of projects in the TIP using a two gate process to move projects into the implementation year. The implementation year, or year 1, of the TIP is the fiscal year during which funding for a project of project phase can be obligated. In addition to ranking projects based on criteria, projects will also be evaluated based on each project's timeline of implementation and fiscal constraint within the TIP. The two gate process will allow projects to advance from the illustrative years to the implementation year of the TIP:

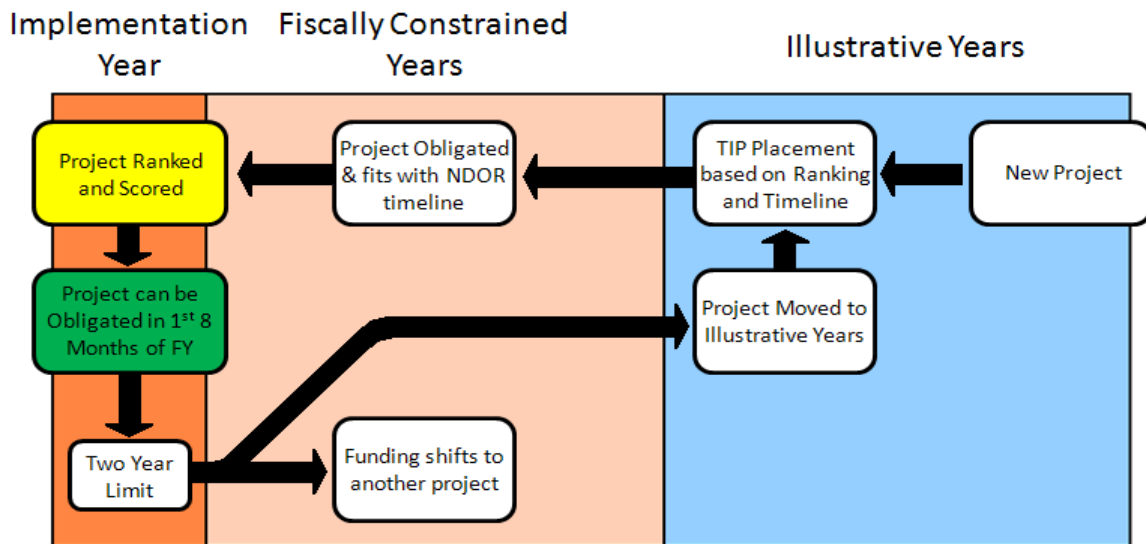
- **First Gate** – New Projects and projects wanting to move from the illustrative years to the fiscal constraint years are ranked and placed in the TIP based on each individual project's ranking, timelines, and the available funding per year.
- **Second Gate** - Projects that can be obligated within the first 8 months of the fiscal year will be moved to the implementation year of the TIP based on NDOR timelines and fiscal constraints.

Each project that will be programmed in the TIP must submit an attainable timeline, will be ranked by MAPA staff, and approved by the TAP Committee before it will be placed in the TIP. The TAP Committee will have flexibility in selecting projects that are deemed to be a higher priority to the committee. Projects will be allowed to present an argument for implementation before the TAP Committee if the project sponsor wishes to challenge the points total or scoring of the project. No project will be allowed to move into the implementation year unless the project timeline has been approved by the TAP Committee, TTAC, and MAPA's Board of Directors.

Only project phases that can be obligated within the first 8 months of the fiscal year based on NDOR's timeline will be eligible to be moved to the first year of the TIP. In order to ensure implementation and effective use of STP and TAP funding, projects are limited to two years in the implementation year (most

recent year) of the TIP. If a project cannot be obligated within two years, the project phase or phases will be moved to Advanced Construction or a later year within the TIP, or funding will be reallocated to another project. This will help ensure that deadlines will be met, and help those projects that have been moved forward most effectively to proceed to construction and completion.

**Figure 2: Diagram of the Project Programming Process**



## A) Prioritization Model for Regional TAP Funding

### General Overview

The Transportation Alternatives Program Committee has identified the need for the construction of additional alternative transportation facilities throughout the region. Eligible construction activities under the Fixing America's Surface Transportation law are noted in Section 1 of this Policy Guide.

As a part of its Regional Bicycle Pedestrian Plan, MAPA developed a prioritization tool to evaluate and select TAP projects for the region. The Transportation Alternatives Program Committee identified new criteria and variables that are appropriate measures to prioritize TAP funding for the Omaha-Council Bluffs region. A summary of the revised TAP criteria and variables is shown below:

**Table 1: Overview of FY2019 Transportation Alternatives Program (TAP) Criteria**

Factor	Weight	Selection Criteria	Data Source	Buffer (if applicable)
<b>Support</b>	5	Local Match %	Project Application	–
		Multi-Jurisdictional/ Partnerships	Project Application and Documentation	–
<b>Safety</b>	7	Physical Separation of Proposed Facility	Project Application and MAPA Review	–
		Density of Pedestrian Crashes (Pedestrian Crashes (2011-2013)/Route Length)	NDOR Highway Safety Improvement Database; INTRANS Crash Database	–
		Posted Speed Limit	Project Application and MAPA Review	–
		Future Traffic Volume (ADT)	MAPA Travel Demand Model	Volume within Project Corridor
<b>Demand</b>	6	Population density within 1/2 mile	MAPA Land Use Activity Allocation Model (LUAAM)	1/2 Mile
		Employment density within 1/2 mile	MAPA Land Use Activity Allocation Model (LUAAM)	1/2 Mile
		Proximity to Schools (Including Universities)	INFOGROUP data and MAPA Review	1/4 Mile
<b>Connectivity</b>	9	Level of Transit Service	Metro Transit	1/4 Mile
		Connectivity to Existing Facilities	MAPA Regional Bicycle-Pedestrian Master Plan	1/4 Mile
		Connectivity to MAPA Priority Corridors	MAPA Project Selection Committee (ProSeCom)	1/4 Mile
<b>Equity</b>	6	Proximity to Environmental Justice Areas	MAPA Transportation Improvement Program (TIP)	Within EJ Area; partially within EJ area
		Community Access to a Vehicle (% No Vehicle Households)	2012 American Community Survey	1/2 Mile



### *Scaling of Scores for Selection Variables*

Scaling of criteria variables allows the characteristics of projects to be compared directly. Many variables were scaled based on whether they satisfied a particular criteria (e.g. connecting to a priority corridor). For these kinds of variables, projects which do satisfy the criteria will be scaled to a value of ten (10); conversely, projects which did not satisfy the criteria will be scaled to a value of zero (0).

In order to account for the wide ranges of values that can be expected for other types of variables, the TAP-C elected to use two methods of proportional scaling to directly compare projects. This method of scaling directly compares a project's "raw" value to the distribution of other values from the other projects being considered. The formulas for this method of scaling is shown below:

$$\text{Proportionate Scaling} = 10 * \frac{\text{Project Value} - \text{Minimum}}{\text{Maximum} - \text{Minimum}}$$

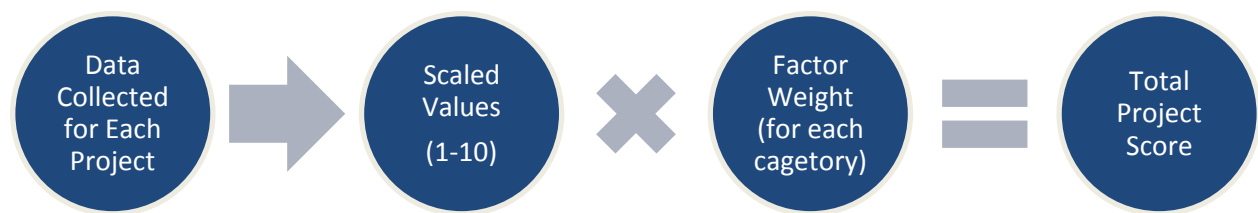
Proportionate scaling is useful for when a higher "raw" value is preferred (e.g. employment density) but where the range of values for a set of projects could be very broad and difficult to compare directly. Proportional scaling allows projects that far exceed the other comparison projects to receive a greater share of the points.

### *Weighting of Factors*

Factors weights are based on stakeholder input through the Regional Bicycle Pedestrian Plan and the development of initial TAP criteria for the MAPA region in 2013. These weights establish the relative priority given to various measures and characteristics of a TAP project.

Ultimately, these weights are utilized to calculate a projects total score. The scaled values for each variable are multiplied by the factor weight for that category to provide a total score for that factor. This process is illustrated in Figure 3 below.

**Figure 3: Overview of the Scoring Process for TAP Projects**



The total scores calculated through this process will be presented to the TAP-C for review and discussion. Because the factor weights differ, a project's score in categories may vary greatly and still rank high among its peer projects. Ultimately, programming recommendations are made by the TAP-C and the Transportation Technical Advisory Committee (TTAC) to the MAPA Board of Directors.



## B) Overview of Criteria for Construction & Infrastructure Projects

A detailed discussion of the criteria and variables summarized in Table 1 is included within this section. MAPA has included a discussion of the intent behind each measure, the data source utilized for each criteria, and the method of scaling applied within the TAP Prioritization Model.

### *Support (Weight = 5)*

#### **Percentage of Local Match**

While there is a minimum requirement of 20 percent local match for Federal-Aid projects, MAPA encourages submitting jurisdictions to take a greater stake in their projects. MAPA will calculate the percentage local match for a project based on the information submitted in the project application. For projects which exceed 30% local match, the percentage value of match for that project will be used as the data.

*Data Source:* Project Application

*Method of Scaling:* Proportional

#### **Multi-Jurisdictional Projects & Partnerships**

The TAP-C identified funding diversity and partnerships as important measures of community support for a project. Project sponsors will be asked to identify and document funding partnerships in the project application through letters of support. MAPA will tabulate the number of supporting agencies and organizations submitted with the application

*Data Source:* Project Application

*Method of Scaling:* Proportional

### *Safety (Weight = 7)*

#### **Physical Separation of Proposed Facility**

The level of protection afforded by a particular infrastructure improvement quantifies the impact that a project will have on the safety of cyclists, pedestrians, and motorists. The TAP-C quantified this “Conflict Factor” based on the level of physical separation between motorized vehicles and non-motorized modes of transportation. Physical separation will be measured with high, medium, and low values based on the matrix illustrated in Table 2 below.

**Table 2: Matrix of Physical Separation for Bicycle and Pedestrian Facilities**

Conflict Factor	Bicycle Infrastructure	Pedestrian Infrastructure	Points
<b>Physically Separated Facilities</b>	Cycletracks, protected bike lanes, bike lanes buffered by parking, grade separated crossings	Pedestrian safety barriers, grade separated crossings,	<b>3</b>
<b>Buffered Facilities &amp; Intersection Improvements</b>	Bicycle boulevards, on-street buffered bike lanes, multi-use trails, bike boxes, new signalized bicycle crossing	Curb extensions, mid-block crossings, new signalized pedestrian crossings, pedestrian countdown signals	<b>2</b>
<b>On-Street Facilities</b>	Bike lanes, wide curb lanes, sharrows, share the road signage	Pedestrian sidepaths, Safe Routes to School signage	<b>1</b>

*Data Source:* Project Application  
*Method of Scaling:* Proportional

### Density of Pedestrian Crashes (2013-2015)

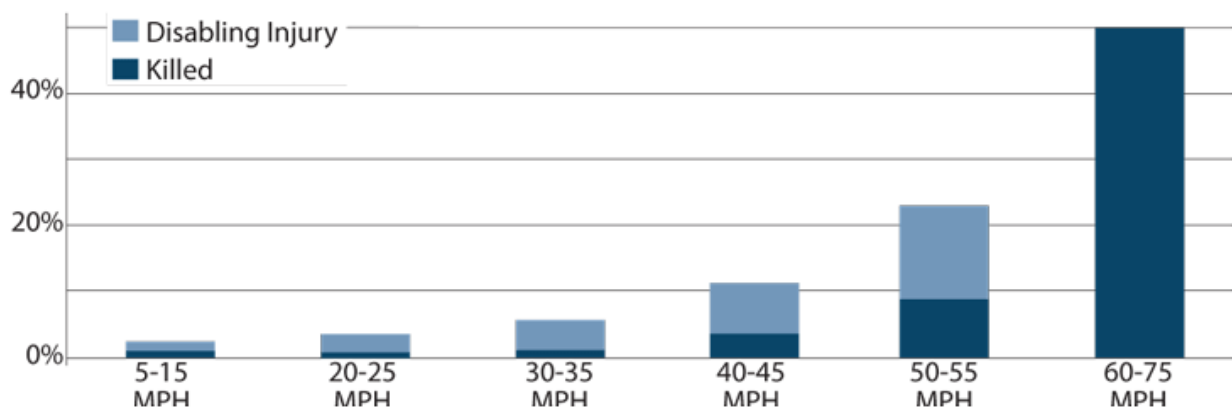
The number of pedestrian crashes occurring at a project's location allows the TAP-C to quantify the safety risks to both motorists and users of non-motorized vehicles as well. The total number of pedestrian crashes for three years along a project route will be calculated in ArcGIS using the crash databases from state partners. This crash total will be converted to a measure of crash density by dividing the total number of crashes by the project's length (in miles).

*Data Source:* State Crash Databases (NDOR Highway Safety Improvement Database; INTRANS Crash Database)  
*Method of Scaling:* Proportional

### Posted Speed Limit

Cyclists and pedestrians are at the greatest risk for injury and death when an accident occurs where speed limits are high. FHWA has collected data on these risks and these risks are illustrated in Figure 4 below.

**Figure 4: Risk of Disabling Injury and Death for Cyclists in Traffic Accidents with Motor Vehicles**



MAPA will identify the average speed limit for the proposed facility based on either 1) the proposed route or 2) a parallel route that makes a similar connection (in the case of trails or other off-street facilities). The values in Table 3 will be assigned to projects based on the identified speed limit for a project:

**Table 3: Risk of Pedestrian and Cyclist Fatality in Traffic Accidents by Speed Limit**

	15 MPH and Under	20-25 MPH	30-35 MPH	40-45 MPH	50-55 MPH
<b>Risk of Fatality</b>	0%	.76%	1.52%	3.81%	8%

*Data Source:* Project Application & MAPA Review  
*Method of Scaling:* Proportional

### Future Traffic Volume

In order to estimate the value of safety improvements in the future, estimates of future Average Annual Daily Traffic (AADT) along project routes will be considered in the prioritization process. MAPA will

utilize its Travel Demand Model to estimate AADT on either 1) the proposed route or 2) a parallel route that makes a similar connection (in the case of trails or other off-street facilities)

*Data Source:* MAPA Travel Demand Model

*Method of Scaling:* Proportional

### *Demand (Weight = 6)*

#### **Population Density**

The density of population along a project's route is a good indicator of demand for a project and the potential for usage of a facility. MAPA will calculate the average population density within one-half (1/2) mile of a project corridor in ArcGIS using the population estimates utilized in MAPA's Land Use Activity Allocation Model.

*Data Source:* MAPA LUAAM (based on 2010 Census population)

*Method of Scaling:* Proportional

#### **Employment Density**

The density of employment along a project's route is another indicator of demand for a project and its connection to job centers and other areas of activity. MAPA will calculate the average employment density within one-half (1/2) mile of a project corridor in ArcGIS using the population estimates utilized in MAPA's Land Use Activity Allocation Model.

*Data Source:* MAPA LUAAM (based on INFOGROUP database)

*Method of Scaling:* Proportional

#### **Proximity to Schools**

Schools are important generators and attractors of bicycle and pedestrian activity. The total number of school facilities (including universities) within one-quarter (1/4) mile of a project corridor will be tabulated for each project.

*Data Source:* MAPA GIS Database (based on INFOGROUP and county databases)

*Method of Scaling:* Proportional

### *Connectivity (Weight = 9)*

Enhancing connectivity within the multimodal transportation network is a critical goal of the 2040 MAPA LRTP. The TAP-C identified investments that make connections between modes and activity centers within the MAPA region as key priorities of the program.

#### **Level of Transit Service**

The second metric of connectivity is Transit Connectivity. The TAP-C determined that alternative transportation projects occurring along corridors with a high frequency of transit service provide important multimodal connections for the region. The level of transit service for a particular project will be measured by accounting for the total number of bus trips scheduled to provide service within 1/4 mile of the project's location on an average weekday. This measurement accounts for both the number of bus lines intersecting the project area and the frequency of transit service on each of those lines.

Access to transit routes will be measured at the following types of existing facilities: transit centers, park and ride lots, transit stops, or new facilities proposed for completion prior to 2019.

*Data Source:* Metro Transit  
*Method of Scaling:* Proportional

### **Connectivity to Existing Facilities**

The TAP-C noted that leveraging investments in the existing multi-modal transportation network is an important priority of MAPA's TAP program. MAPA has compiled a GIS database of existing bicycle facilities (including trails, bike lanes, and other on-street facilities) as a part of its Regional Bicycle-Pedestrian Master Plan. Projects will receive the maximum scaled value (10 points) if there are existing bikeway and recreational trail facilities within one-quarter (1/4) mile of the project route.

*Data Source:* MAPA GIS Database (based on Regional Bike-Ped Master Plan)  
*Method of Scaling:* Full Points or No Points

### **Connectivity to MAPA Priority Corridors**

The priority corridors shown in Figure 5 (next page) were identified by the MAPA Project Selection Committee (ProSeCom) to be the most important transportation facilities that support the movement and access of people and goods in the MAPA Region. These corridors also represent key activity centers within the MAPA region and are important connections in the multi-modal transportation network. Projects will receive the maximum scaled value (10 points) if it is located within one-quarter (1/4) mile of an identified priority corridor.

*Data Source:* MAPA GIS Database (based on Project Selection Committee Criteria)  
*Method of Scaling:* Full Points or No Points

## **Equity (Weight =6)**

### **Accessibility for Environmental Justice Populations**

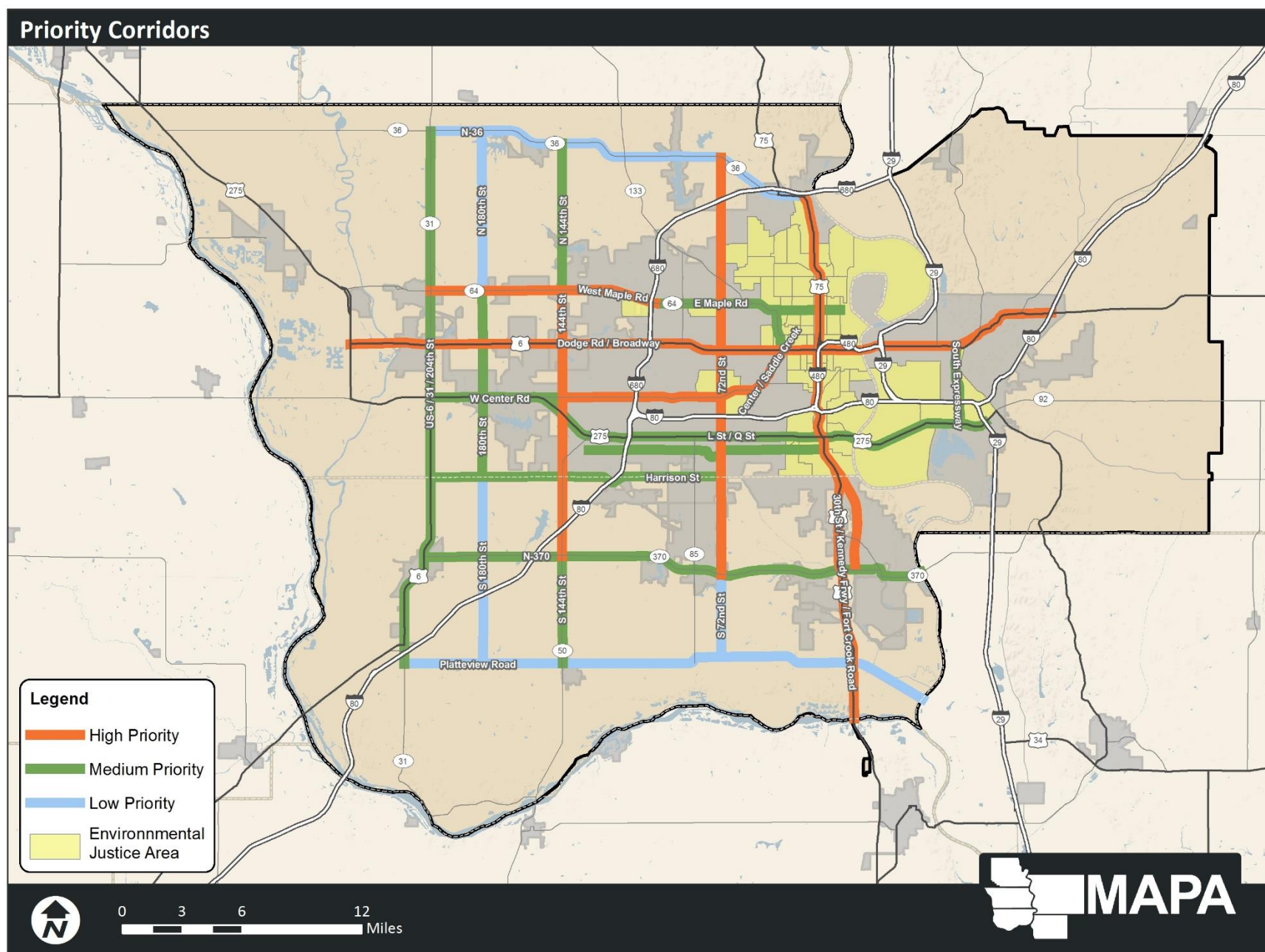
Projects that invest in areas with disproportionately high-minority and low income populations will receive additional consideration through this process. Areas of high-minority concentration, low income concentration and those areas that are both high-minority and low income are shown in Figure 5 (next page). These areas were identified by an analysis of socioeconomic data conducted by MAPA which was accepted by the MAPA Policy Board. The allocation of points under this metric is based on the location of projects in relation to Environmental Justice areas, describe in Table 4 below.

**Table 4: Distribution of Points for Proximity to Environmental Justice Areas**

Location	Points
Completely Within EJ Areas	2
Partially within EJ Area	1
Completely Outside EJ Area	0

*Data Source:* MAPA GIS Database (based on approved EJ Areas)  
*Method of Scaling:* Proportional

**Figure 5: MAPA Regional Priority Corridors**



### **Community Access to a Vehicle**

Access to an automobile is varied across the MAPA region. In order to prioritize investments in areas where bicycle and pedestrian investments can have the greatest impact, the TAP-C noted that the percentage of households with no access to a vehicle should be calculated. The average percentage of non-vehicle households within one-half (1/2) mile of a project corridor will be calculated for each project.

*Data Source:* American Community Survey (ACS)

*Method of Scaling:* Proportional

## **C) Overview of Criteria for Non-Infrastructure Projects**

### *General Guidelines*

The Transportation Alternatives Program Committee determined that non-infrastructure investments are an important aspect of meeting MAPA's LRTP goals related to complete streets and mode shift. Education initiatives focused on modes of travel other than private single-occupancy vehicles such as walking, bicycling, and Safe Routes to Schools were identified as the primary needs of the MAPA region.

Eligible construction activities under the Fixing America's Surface Transportation law are noted in Section 1 of this Policy Guide. Notable differences from previous transportation authorization bills include the ineligibility of bicycle or pedestrian safety education for adults.

The TAP-C does not anticipate many applications for non-infrastructure projects at present. As such, no quantitative measures for efficacy or need have been developed at this time. Applicants interested in applying for TAP funding for non-infrastructure projects should submit a narrative proposal not to exceed seven (7) pages in length. Narratives should be organized to address the key priority areas identified by the TAP-C below:

#### **Accessibility for Environmental Justice Populations**

Projects that invest in areas with disproportionately high-minority and low income populations will receive additional consideration through this process. Areas of high-minority concentration, low income concentration and those areas that are both high-minority and low income are shown on the MAPA Priority Corridors Map (included in this Policy Guide). These areas were identified by an analysis of socioeconomic data conducted by MAPA which was accepted by the MAPA Policy Board. The allocation of points under this metric is based on description of the project activities in relation to Environmental Justice areas. Projects which take place at facilities within an environmental justice area or has clear benefits for environmental justice populations will be recognized and prioritized by the TAP-C.

#### **Comprehensiveness**

The Transportation Alternatives Program Committee determined that the comprehensiveness of the education programs offered was a key factor in the evaluation of potential projects. In order to have the greatest impact, points are allocated based on the comprehensiveness of the content delivered by the proposed education program. Projects which address both bicycling and walking safety education are more favorable than those that only focus on one mode.

#### **Need for the Proposed Project**

As resources for bicycle safety education and Safe Routes to School activities are limited, the TAP-C wanted to ensure that there was little or no duplication between programs across the

region. The need for the proposed project is quantified based on the geographic reach of the project and whether a similar program has been offered recently. A brief description of the project's impact and its relationship to other education programs in the region will be provided by applicants. Projects which enhance educational opportunities available to residents within the community are more favorable than those that duplicate existing services and programs

#### **Percentage of Local Match**

While there is a minimum requirement of 20 percent local match for Federal-Aid projects, MAPA encourages submitting jurisdictions to take a greater stake in their projects. Projects with a non-federal share of funding over 30% are more favorable than those meeting minimum matching requirements.

#### **School District Impacts**

Safe Routes to School education activities were identified by the Transportation Alternatives Program Committee as an important activity to encourage within the MAPA region. In order to encourage regionally significant education programs, the TAP-C felt non-infrastructure projects should promote collaboration within and between school districts in the region. Projects that engage multiple school districts and/or multiple school facilities are more favorable than those targeted at a single school facility.

#### **Educational Materials**

In order to ensure that high quality education programs are implemented throughout the region, the TAP-C determined that source of educational materials for proposed projects was an important factor to consider. Projects which will utilize best practices from national organizations such as the League of American Bicyclist, the Alliance for Walking & Biking, or an equivalent organization will receive priority over those that do not identify the source of educational materials.



## 4) Project Application Form

FY2018 Transportation Alternatives Program (TAP) Application

Metropolitan Area Planning Agency (MAPA)

### FY2016 Transportation Alternatives Program (TAP) Application

#### General Information

Applicant:			
Mailing Address:			
City:	State:	Zip Code:	
Staff Contact:			Phone
Type of Applicant:			
If "Other", please specify			

#### Project Information

**Project Title:**

**Project Description:** Please provide details about the proposed facility including the project's location, the length of the project, and type of work proposed

Please select one of the follow eligible activities that corresponds to the proposed project

Please Select:

**1 Trails & Bicycles**

- 1.1** | Facilities for pedestrians and bicycles including safe routes for non-drivers
- 1.2** | Conversion and use of abandoned railway corridors

**2 Scenic & Historic**

- 2.1** | Construction of turnouts, overlooks, and viewing areas
- 2.2** | Inventory, control, or removal of outdoor advertising
- 2.3** | Historic Preservation and rehabilitation of historic transportation facilities
- 2.4** | Archaeological activities relating to impacts from another eligible activity

**3 Safe Routes to School (SRTS)**

- 3.1** | Infrastructure (sidewalks, trails, signals, addressing K-8 need)
- 3.2** | Non-infrastructure (public awareness, education, training, etc.)

**4 Environmental**

- 4.1** | Vegetation management practices in the transportation right-of-way
- 4.2** | Highway-related stormwater management
- 4.3** | Reduction of vehicle-caused wildlife mortality or restoration of habitat connectivity



## FY2018 Transportation Alternatives Program (TAP) Application

Funds Requested (\$1,000s)	Federal	State	Local	Total
PE/NEPA/Final Design				0
ROW				0
Utilities/Construction/CE				0
Total	0	0	0	0

Please identify funding partners contributing non-federal match to the project (letters of support/documentation required)

### Safety & Security

Which of the following facilities (if any) are included in the design of this project?

Bicycle Facilities		Pedestrian Facilities	
Cycletrack(s)		Pedestrian Safety Barrier(s)	
Bike Lane(s) Buffered by Parking		Grade Separated Crossing(s)	
Grade-Separated Crossing(s)		Curb Extensions	
Bicycle Boulevard Implementation		New, Signalized Pedestrian Crossing(s)	
On-Street Buffered Bike Lane(s)		Mid-Block Crossing(s)	
Multi-Use Recreational Trails		Pedestrian Sidepath(s)	
New, Signalized Bike Crossing(s)		Safe Routes to School Signage	
Painted Bike Lane(s)			
Widened Curb Lane(s)			
Painted Sharrows			
"Share the Road" Signage			
Wayfinding Signage			

What is the average speed limit along the project route (in mph)?

### Cultural & Historical Resources

Is this project located within a designated scenic or historic byway corridor?

If so, has the project been endorsed by appropriate byway board?

Does this project improve or affect any historic transportation facilities?

If yes, please describe:

### Application Checklist

Complete Transportation Alternatives Program Application

Project Locational Map

Project locational map should show the limits of the project, and the projects relationship to other roadways or transportation facilities.

Completed DR-530 Form\*

Completed DR-53 Form\* (Probable Class of NEPA Action Form)

Documentation (Letters of Support) from Funding Partners

\* Nebraska projects only, both forms are available from the NDOR at the link below

<http://www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html>

## Definitions

**Access-** is the ability to reach desired goods, services, activities and destinations (together called *opportunities*).

Four general factors affect physical accessibility:

1. *Mobility*, that is, physical movement. Mobility can be provided by walking, cycling, public transit, ridesharing, taxi, automobiles, trucks and other modes.
2. *Mobility substitutes*, such as telecommunications and delivery services. These can provide access to some types of goods and activities, particularly those involving information.
3. *Transportation system connectivity*, which refers to the directness of links and the density of connections in path or road network.
4. *Land use*, that is, the geographic distribution of activities and destinations. The dispersion of common destination increases the amount of mobility needed to access goods, services and activities, reducing accessibility.

**Advance Construction-** Advance construction and partial conversion of advance construction are cash flow management tools that allow states to begin projects with their own funds and only later convert these projects to Federal-aid. Advance construction allows a state to request and receive approval to construct Federal-aid projects in advance of the apportionment of authorized Federal-aid funds. Under normal circumstances, states "convert" advance-constructed projects to Federal aid at any time sufficient Federal-aid funds and obligation authority are available, and do so all at once. Under partial conversion, a state may obligate funds for advance-constructed projects in stages.

**Alternative Transportation-** Refers to modes of travel other than private single-occupancy vehicles such as walking, bicycling, carpooling, or transit.

**Bicycle Signal-** A bicycle signal is an electrically powered traffic control device that should only be used in combination with an existing conventional or hybrid signal. Bicycle signals are typically used to improve identified safety or operational problems involving bicycle facilities. Bicycle signal heads may be installed at signalized intersections to indicate bicycle signal phases and other bicycle-specific timing strategies. In the United States, bicycle signal heads typically use standard three-lens signal heads in green, yellow, and red lenses. Bicycle signals are typically used to provide guidance for bicyclists at intersections where they may have different needs from other road users (e.g., bicycle-only movements, leading bicycle intervals).

**Bike Box-** A bike box is a designated area at the head of a traffic lane at a signalized intersection that provides bicyclists with a safe and visible way to get ahead of queuing traffic during the red signal phase.

**Bike lane-** A Bicycle lane is defined as a portion of the roadway that has been designated by striping, signage, and pavement markings for the preferential or exclusive use of bicyclists.

**Buffered Bike Lane-** Buffered bike lanes are conventional bicycle lanes paired with a designated buffer space separating the bicycle lane from the adjacent motor vehicle travel lane and/or parking lane. A buffered bike lane is allowed as per MUTCD guidelines for buffered preferential lanes.

**Cycle Track-** A cycle track is an exclusive bike facility that combines the user experience of a separated path with the on-street infrastructure of a conventional bike lane. A cycle track is physically separated from motor traffic and distinct from the sidewalk. Cycle tracks have different forms but all share common elements—they provide space that is intended to be exclusively or primarily used for bicycles, and are separated from motor vehicle travel lanes, parking lanes, and sidewalks. In situations where on-street parking is allowed cycle tracks are located to the curb-side of the parking (in contrast to bike lanes). Cycle tracks may be one-way or two-way, and may be at street level, at sidewalk level, or at an intermediate level. If at sidewalk level, a curb or median separates them from motor traffic, while different pavement color/texture separates the cycle track from the sidewalk. If at street level, they can be separated from motor traffic by raised medians, on-street parking, or bollards. By separating cyclists from motor traffic, cycle tracks can offer a higher level of security than bike lanes and are attractive to a wider spectrum of the public.

**Description-** A brief description of the project; should include location information, limits of construction, impacts, etc.

**Eligible Applicants-** Project applications may be submitted by eligible sponsors located within the MAPA Transportation Management Area (TMA), including: Douglas County and its cities, Sarpy County and its cities, the City of Council Bluffs, City of Crescent, City of McClelland, and Pottawattamie County (within the TMA Boundary), and other entities identified by the FAST Act.

**Environmental Justice-** The fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies.

The three fundamental principles for Environmental Justice for US DOT programs are shown below:

1. To avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority populations and low-income populations.
2. To ensure the full and fair participation by all potentially affected communities in the transportation decision-making process.
3. To prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority and low-income populations.

**Equity-** Refers to the distribution of resources and opportunities. Transportation decisions can have significant equity impacts. Transportation represents a major portion of consumer, business and government expenditures. It consumes a significant portion of public resources, including taxes and public land. Transportation activities have external impacts (noise and air pollution, crash risk and barrier effects) that affect the quality of community and natural environments, and personal safety. Transport determines where people can live, shop, work, go to school and recreate, and their opportunities in life. Adequate mobility is essential for people to participate in society as citizens, employees, consumers and community members. It affects people's ability to obtain education, employment, medical service and other critical goods.

Equity impacts can be difficult to evaluate, in part because the word “equity” has several meanings, each with different implications. There are four general types of equity related to transportation:

1. *Egalitarianism*- This refers to treating everybody the same, regardless of who they are. For example, egalitarianism might be used to justify charging every passenger pay the same fare (regardless of trip length), that each transit rider receive the same subsidy (regardless of income or need), that each resident pays the same amount or tax support transportation services (regardless of income or use), or that roads are unpriced.
2. *Horizontal Equity (also called “fairness”)*- This is concerned with the fairness of impact allocation between individuals and groups considered comparable in ability and need. Horizontal equity implies that consumers should “get what they pay for and pay for what they get,” unless a subsidy is specifically justified.
3. *Vertical Equity With Regard to Income and Social Class*- This focuses on the allocation of costs between income and social classes. According to this definition, transportation is most equitable if it provides the greatest benefit at the least cost to disadvantaged groups, therefore compensating for overall social inequity.
4. *Vertical Equity With Regard to Mobility Need and Ability*- This is a measure of how well an individual’s transportation needs are met compared with others in their community. It assumes that everyone should enjoy at least a basic level of access, even if people with special needs require extra resources and subsidies. Applying this concept requires establishing a standard of Basic Access. This tends to focus on two issues: access for people with disabilities, and support for transit and special mobility services.

**Local Match-** Local match is defined as the portion of total project cost to be covered by the local sponsoring jurisdiction or other non-federal contributor (i.e. the development community). For TAP-MAPA projects, the minimum match percentage is 20 percent.

**MAPA 2040 LRTP-** The MAPA 2040 Long Range Transportation Plan was finalized in 2015 and is the applicable long range transportation plan for the MAPA region. Capital Improvement projects must be listed in the MAPA 2040 LRTP in order to be eligible for TAP-MAPA funding.

**Multi-modal Connectivity-** Multi-modal connectivity refers to enhancing the opportunity to connect between various modes of transportation (i.e. automobile, bus, walking, cycling, etc.).

**New Bike Lane/Path-** New bike lanes or paths refer to the establishment (via on-street striping or separated facilities) of dedicated means of transportation for cyclists and other non-motorized modes of transportation.

**PE/NEPA/Final Design-** PE/NEPA/Final Design refers to the phase of a project per Federal guidelines. For applicable projects, the project sponsor must determine the anticipated budget for this phase when submitting an application for TAP-MAPA.

**Pedestrian Countdown Signal-** The countdown signal displays flashing numbers that count down the time remaining until the end of the flashing “DON’T WALK” (FDW) interval. The countdown

display, which can start at the onset of either the WALK or the FDW display, reaches zero and blanks out at the onset of the steady “DON’T WALK” (DW) display. When the countdown starts at the beginning of the FDW, the duration of the countdown is approximately equal to the pedestrian clearance interval for the crosswalk (the duration may vary according to local signal timing practice).

**Pedestrian Signal-** Pedestrian signals are special types of traffic signal indications installed for the exclusive purpose of controlling pedestrian traffic. They are frequently installed at signalized intersections when engineering analysis shows that the vehicular signals cannot adequately accommodate the pedestrians using the intersection.

**Public Health Impacts-** Public health impacts refer to the manner and consequences a project incurs on the general public’s health. For example, a project that would enhance public health could offer multi-modal connections that encourage active transportation.

**Raised or Depressed Barrier Medians-** Raised or depressed barrier medians refer to the separation of a transportation facility by an island, Jersey barrier, or other means of separation.

**ROW-** Right of Way (ROW) refers to a project development phase during which land is purchased by a sponsoring jurisdiction. The sponsor jurisdiction is responsible for denoting the amount of funding requested for Right of Way acquisition during project development.

**Sharrows-** Shared Lane Markings (SLMs), or “sharrows,” are road markings used to indicate a shared lane environment for bicycles and automobiles. Among other benefits shared lane markings reinforce the legitimacy of bicycle traffic on the street and recommend proper bicyclist positioning. The shared lane marking is not a facility type, it is a pavement marking with a variety of uses to support a complete bikeway network. The MUTCD outlines guidance for shared lane markings in section 9C.07.

**Share the Road Signage –** Share the Road signage refers to signs placed along designated bike routes to remind and inform motorists that cyclists may be present. For project applications, this type of signage applies to “Bikes May Use Full Lane” signs that are often used in combination with painted sharrows. The MUTCD outlines guidance for the placement of these kinds of signage and other pavement markings.

**Trail/Path (sometimes referred to Multi-use Trail/Path)-** A bicycle path allows for two-way, off-street bicycle use. If a parallel pedestrian path is not provided, other non-motorized users are legally allowed to use a bicycle path. These facilities are frequently found in parks, along rivers, creeks, and in rail rights-of-way greenbelts or utility corridors where right-of-way exists and there are few intersections to create conflicts with motorized vehicles.

**Transit Operation Features or Amenities-** Transit operation features or amenities refer to enhancements that directly improve the operation or aesthetics of transit in the MAPA region.

**Walkability-** The measure of the overall walking and living conditions in an area; the extent to which the built environment is friendly to the presence of people walking, biking, living, shopping, visiting, enjoying or spending time in an area.

November 22, 2017

Ryan Huff  
Intermodal Planning Division Manager, NDOT  
1500 Highway 2, Lincoln, NE 68502

RE: Critical Urban Freight Corridor Draft Designations

Dear Ryan:

The Fixing America's Surface Transportation Act (FAST Act) created special requirements for consultation and certification by Metropolitan Planning Organizations (MPO) for Critical Urban Freight Corridors (CUFC) within large metropolitan areas. This correspondence provides documentation of MAPA's coordination with NDOT regarding the designation of freight corridors within the Omaha-Council Bluffs TMA. The table identifies critical freight corridors in accordance with current FHWA guidance covering designation and certification requirements.

As the designating authority for the Omaha-Council Bluffs region, MAPA certifies that the public roads listed in the tables below meet the requirements of 23 U.S.C 167(f) as designated Critical Urban Freight Corridor (CUFC) routes and connectors and designates these corridors as CUFC, in consultation with the Nebraska Department of Transportation (NDOT) as per 23 U.S.C. 167(f)(2).

Route	Start Point	End Point	Length	Additional Notes
US 75	Fairview Road	I-80	8.79 mi	<ul style="list-style-type: none"> <li>High truck volume corridor</li> <li>Provides access to BNSF Omaha Intermodal Yard</li> <li>Capital Improvement Corridor</li> </ul>
A.C.Storz Expwy./ Abbott Dr./ Cumming St	Ames Ave (at US 75)	Cumming St (at US 75)	6.9 mi	<ul style="list-style-type: none"> <li>Connects several freight clusters</li> <li>Connects to Eppeley Airfield</li> </ul>
US 75	I-480	A.C. Storz Expwy.	2.72 mi	<ul style="list-style-type: none"> <li>Connects several freight clusters to I-80</li> <li>Connects to Eppeley Airfield</li> </ul>
John Pershing Dr./ Abbott Dr.	Dick Collins Rd	A.C. Storz Expwy.	4.3 mi	<ul style="list-style-type: none"> <li>Connects several freight clusters</li> </ul>
US 275	I-80	S. 13 <sup>th</sup> St	7.47 mi	<ul style="list-style-type: none"> <li>Connects to National Highway System intermodal connector for BNSF Omaha Intermodal yard</li> <li>Alternative route to I-80</li> </ul>

Please do not hesitate to contact me at 402-444-6866 x224 or [mhelgerson@mapacog.org](mailto:mhelgerson@mapacog.org) should you have any questions.

Sincerely,



Michael Helgerson  
Transportation & Data Manager

Cc: Greg Youell, Executive Director, Metropolitan Area Planning Agency (MAPA)  
Justin Luther, Federal Highway Administration – Nebraska Division  
Paul Gavin, Highway Planning Manager, Nebraska Department of Transportation  
Rita Sanders, Board Chair, MAPA Board of Directors

## Proposed CUFC

