

FINANCE COMMITTEE MEETING June 20, 2018 - 8:30 a.m. AGENDA

This meeting of the Metropolitan Area Planning Agency Finance Committee will be conducted in compliance with the Nebraska Statutes of the Open Meeting Act. The Open Meeting Act is available for reference upon request.

A. MONTHLY FINANCIAL STATEMENTS (April)

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

B. FOR FINANCE COMMITTEE APPROVAL

- 1. Contract Payments
 - a. <u>Birdhouse Design PMT #4 \$997.50</u>
 - b. City of Omaha Public Works PMT #3 \$7,856.58
 - c. Pictometry (FY2018-2023) PMT #1 \$230,350.00
 - d. Pictometry (FY2018-2023) PMT #2 \$140,631.12
- 2. <u>Contract Payments with exceptions</u>
 a. <u>EDR PMT #1 Not to exceed \$24,914.38</u>
- 3. <u>Final Contract Payment</u> a. <u>Marguez Painting - \$1,500</u>
- 4. <u>Travel</u>

a. <u>Sustaining Military Readiness Conference – St. Louis, MO – Matt Roth – \$1,282</u>

C. <u>RECOMMENDATIONS TO THE BOARD</u>

- 1. Final Contract Payments
 - a. Pictometry (FY2016-2018) \$462,232.00
 - b. <u>Smart Growth America \$12,500.00</u>
- 2. <u>New Contracts</u>
 - a. <u>Pottawattamie County GIS \$30,000 federal, 12,857 match, \$1,500 admin</u>
 - b. Metro (planning) \$60,000 federal, 25,714 match, \$3,000 admin

3. Contract Amendments

- a. Mini-Grants
 - i. <u>City of Omaha 13th Street Walkability Study Extended to 12-31-18</u>
 - ii. <u>Metro Transit Development Plan Extended to 12-31-18</u>

4. <u>FY 2019</u>

- a. <u>Depository Resolution</u>
- b. <u>Salary Adjustment</u> MAPA management requests a 3% salary adjustment to be provided to all employees effective July 1, 2018. In addition, a 1% merit pool is requested for FY2019.
- 5. Admin Policy Amendment
- D. <u>DISCUSSION/INFORMATION</u>
 - 1. Metro Lease Agreement
- E. <u>OTHER</u>
- F. <u>ADJOURNMENT</u>

Executive Session: We reserve the right to enter into an executive session in order to protect the public interest with respect to discussion regarding litigation and personnel.



Metropolitan Area Planning Agency Bank Reconciliation Statement April 2018

AMERICAN NATIONAL BANK

Balance per ba	nk, April 30, 2018				\$972,931.88
Less:	Checks Outstanding (4/30/18)			\$179,860.18	<u>(\$179,860.18)</u>
					<u></u>
Cash in bank Ar	oril 30, 2017				<u>\$793.071.70</u>
General Ledger Cash Receipts Paypal Transfer Deposit from Pe	Balance, March 31, 2018 tty Cash				\$909,205.63 \$218,503.45 \$2,900.00 \$200.00
Less:	Checks (4/2018) ACH Payroll (4/2018) ACH Federal Payroll Taxes Nationwide Payroll Contribution Blue Cross Blue Shield of NE Health Ins. Nebraska State withholding Tax Postalia Bank Charges Quarterly SUTA Nebraska Sales tax Pay Flex (4/2018) Capital Business Systems Transfer to NPAIT-Capitol Reserve ACH VISA card (4/2018) Advertising Auto - Gas/Maintenance Data Processing Due from Employee Equipment Maintenance- Ozone Monitors Forums Council of Officials Meeting Heartland 2050 Summit & Reception Other Miscellaneous Expenses Earth Day Booths Other Supplies Finance & Board Ideapads Other Travel & Conferences Nebraska APA Smart Cities Workshop Policy Link Equity Summit Planit Omaha Other	\$430.80 \$6,978.14 \$189.49 \$100.00 \$32.99 \$3,627.00 \$136.71 \$533.10 \$392.82 \$212.96 \$285.00 \$54.00	\$60.00 \$28.32 \$496.48 \$58.90 \$713.75 \$7.598.43 \$132.99 \$3,763.71 \$1,477.88	\$195,611.10 \$65,291.46 \$20,946.23 \$11,711.62 \$19,942.49 \$4,905.11 \$100.00 \$12,80 \$716.90 \$0.00 \$2,305.44 \$663.77 \$1,200.00 \$14,330.46	*1
General Ledae	er Balances, April 30, 2018				\$337.737.38 \$793.071.70
Less assigned o					(\$203,405.64)
gg.					(<u>+</u>)
Available Cash	n Balance				<u>\$589,666,06</u>

STATEMENT ON INVESTMENT Treasury Bills April 2018

Deferred Payroll	Money Market		Securities America	\$	4.032,47	\$	814 36	0.030%
Deferred Payroll	CD	9/4/2018	Securities America	\$	99,961,00	\$	99,185.64	1.650%
Deferred Payroll	CD	7/23/2019	Securities America	\$	1,046,60	\$	1.068.15	2.100%
Equity	CD	7/23/2019	Securities America	\$	103,613.20	\$	103,931.85	2.100%
Equily	CD	5/1/2020	Securities America	\$	49,175.00	\$	50.000.00	1.750%
Equity	CD	9/27/2022	Securities America	\$	63,362.00	\$	64,342,15	2,300%
Equity	CD	9/28/2022	Securities America	\$	44,870_00		\$35,657.85	0.000%
Undesignated	CD	10/4/2018	Securities America	\$	99,816.00	\$	100,000,00	1.450%
Accrued Interest				\$	2,266.27			
T ()				-		- 1		

Total

\$ 468,142,54

NPAIT INVESTMENTS

мара	General	Capitol	Ortho Quads	Sarpy Co. Revolving	Special Projects	TOTAL
	MAPA	MAPA	(Aerial Photo)	Loan Fund	MAPA	MAPA
Acct #	001	002	004	005	008	
Beginning Balance	265,903.19	62,628.15	58,504.94	46,660.75	2,996,66	436,693.69
Sponsor Fees	185.24					185.24
Interest	268_68	64,15	59.08	47.12	3,03	442.06
Transfer from General checking		1,200.00				1,200.00
Ending Balance	266,357.11	63,892.30	58,564.02	46,707.87	2,999.69	438,520.99
Less Reserve for other projects	3.889.00					
Available for Ihe Agency	262,468.11					

NPAIT CD Investments

6/29/2018

Special Project

Accrued Interest

NPAIT

\$ 838.29

\$ 134,936.40 \$

134,936.40

1.05%

			Total	\$ 135,774.69
	Foundation	NDO	Washington Co,	TOTAL
MAPA Foundation	MAMA		Revolving Loan Fund	MAPA Foundation
Acct #	003	006	007	
Beginning Balance Sponsor Fees	33,157.89	129,031.67	185,367.55	347,557.11
Interest	33.48	131.15	187,19	351.82
Transfer from Foundation checking		1,687.00		1,687.00
Ending Balance	33,191,37	130,849.82	185,554.74	349,595.93

CD

Metropolitan Area Planning Agency Cash Receipts Report April 2018

			Receipt	Deposit	
Date	Туре	Payer	Number	Number	Amount
4/4/2018	Received EFT	City of Council Bluffs	1139	637	\$30.00
4/6/2018	Check	Metro Transit	1141	638	\$2,270.53
4/6/2018	Check	Greg Youell	1142	638	\$21.91
4/6/2018	Check	Catering Creations	1143	638	\$475.51
4/12/2018	Check	City of Walnut	1145	639	\$4,737.36
4/12/2018	Check	City of Gretna	1146	639	\$30.00
4/12/2018	Check	City of Omaha	1147	639	\$1,250.00
4/20/2018	Check	City of Omaha	1148	640	\$35.00
4/20/2018	Check	Discovery Benefits	1149	640	\$623.20
4/20/2018	Check	Greater Omaha Chamber of Commerce	1150	640	\$816.00
4/20/2018	Check	Kiewit Corporation	1151	640	\$5,000.00
4/23/2018	Received EFT	Department of Defense	1153	641	\$37,746.00
4/25/2018	Received EFT	FEDERAL TRANSIT ADMINISTRATION	1154	642	\$141,476.00
4/25/2018	Received EFT	FEDERAL TRANSIT ADMINISTRATION	1155	642	\$12,057.00
4/27/2018	Check	Greg Youell	1157	643	\$7.31
4/27/2018	Check	Metro Transit	1158	643	\$3,614.79
4/27/2018	Check	Don Gross	1159	643	\$23.00
4/27/2018	Check	Mills County	1160	643 _	\$8,289.84
					\$218,503.45

Account Description	Amount
Contracts	\$18,912.52
Due from Employee	\$52.22
Federal Revenue	\$191,279.00
Forums	\$475.51
Forums/Annual Dinner	\$95.00
Health Insurance Payable	\$623.20
Miscellaneous	\$816.00
Match Contributions	\$6,250.00

Metropolitan Area Planning Agency Cash Disbursements

April 2018

Check #	Date	Payee	Payments
16529	4/4/2018	Brenda Koger	\$500.00
16530	4/4/2018	The Daily Record	\$27.50
16531	4/4/2018	DAS State Accounting - Central Finance	\$17.33
16532	4/4/2018	Daydream Believer's Daycare	\$500.00
16533	4/4/2018	Fidelity Security Life Insurance Co. (eye med)	\$123.98
16534	4/4/2018	First Nebr. Educators Credit U	\$75.00
16535	4/4/2018	Kathy Pearce	\$500.00
16536	4/4/2018	Kissel, Kohout, E&S Associates LLC	\$833.33
16537	4/4/2018	KROC Center	\$1,193.62
16538	4/4/2018	Matt Roth	\$49.28
16539	4/4/2018	Metro	\$7,175.00
16541	4/4/2018	Nebraska Business Development Center @ UNO	\$500.00
16542	4/4/2018	Nebraska Planning and Zoning Association	\$295.00
16543	4/4/2018	PLIC-SBD Grand Island	\$1,260.03
16544	4/4/2018	Standard Printing Company	\$99.00
16545	4/4/2018	United Way	\$90.00
16546	4/19/2018	East Mills Boosters	\$3,011.85
16547	4/19/2018	Methodist Physicians	\$1,000.00
16548	4/25/2018	Birdhouse Interior Design Consulting LLC	\$1,710.00
16549	4/25/2018	CenturyLink	\$53.68
16550	4/25/2018	The Daily Nonpareil	\$69.12
16551	4/25/2018	The Daily Record	\$66.30
16552	4/25/2018	Douglas County GIS	\$19,600.29
16553	4/25/2018	Douglas County Treasurer	\$653.83
16554	4/25/2018	First Nebr. Educators Credit U	\$75.00
16555	4/25/2018	Florence Home for the Aged	\$12,056.68
16556	4/25/2018	Ideal Pure Water	\$104.90
16557 16558	4/25/2018	Metro Omaha Douglas Public Bldg.Comm	\$141,476.59 \$5.50
16559	4/25/2018	Paul Schmitz	\$5.50
	4/25/2018		\$2,194.29
16560	4/25/2018	Standard Printing Company	\$204.00
16561	4/25/2018	United Way	\$90.00
			\$195,611.10

Metropolitan Area Planning Agency Cash Disbursements

April 2018 Check Disbursement Detail

Advertising	\$ 162.92
Auto - Gas/Maintenance	\$ 382.22
Capital Outlays	\$ 1,710.00
Data Processing	\$ 1,375.00
Employee Benefits/Withholding	\$ 1,714.01
Forums	\$ 3,957.91
Nebraska Withholding	\$ (70.00)
Office Rent	\$ 5,800.00
Printing	\$ 466.00
Professional Services	\$ 833.33
Supplies	\$ 237.95
Telephone	\$ 71.00
Travel & Conferences	\$ 325.34
MAPA Activites Subtotal	\$ 16,965.68
Contracts	\$ 5,511.85
Pass Through Contracts - Planning	\$ 31,656.97
Pass Through Contracts - STP	\$ 141,476.60
Contracts Subtotal	\$ 178,645.42
Total Disbursements	\$ 195,611.10

Metropolitan Area Planning Agency Payroll Register April 2018

Pay Types/Benefits	Hours	Amount
AL Pay	0.00	\$2,904 56
ER H.I.	0.00	\$5,752 60
ER H.I. CH	0.00	\$1,797 72
ER H.I. FA	0.00	\$5,407 52
ER H.I. SP	0.00	\$2,624 65
GC Earnings	0.00	\$172.24
Hourly	328.00	\$4,991 18
Hourly - Reg	636.50	\$13,655 81
Life & Dis	0_00	\$440 51
Salary	0.00	\$72,372.00
SL Pay	0.00	\$809,43
Vehicle	54.00	\$162.00
	Gross Pay	\$95,067.22
	Gross Benefits	\$16,023.00
	Gross Pay/Benefits	\$111,090.22

Deductions/Employee Taxes	AdJ. Gross	Amount
457-\$	N/A	\$1,150.00
457-%	N/A	\$994.19
457-Roth \$	N/A	\$100.00
457-Roth%	N/A	\$551.54
AFLAC	N/A	\$375.38
AT AFLAC	N/A	\$65,28
Credit Union	N/A	\$150.00
Dental Ins	N/A	\$727.92
Flex Plan 18	N/A	\$1,538.86
Gift Cards	N/A	\$160.00
Health Ins	N/A	\$1,831.28
Pension Loan	N/A	\$240.16
Pension Plan	N/A	\$3,659.40
United Way	N/A	\$168.00
Vehicle Use	N/A	\$162,00
VISION	N/A	\$114.52
200	N/A	\$266.88
Federal	84,075.67	\$7,102.79
Medicare	90.479.26	\$1,311.97
Soc Security	90,479.26	\$5,609.75
State - NE	84,675.67	\$3,495.84
	– Deductions/Employee Taxes:	\$29,775.76

Employer Expenses	Adj. Gross	Amount
ER Pension	N/A	\$5.031.72
Medicare	90,479.26	\$1,311.97
Soc Security	90,479,26	\$5,609.75
SUTA	3.945.76	\$15.00
	Additional Employer Expenses:	\$11,968.44
	GRAND TOTAL NET PAY:	\$65,291.46

GRAND TOTAL EXPENSE: \$123,058.66

Metropolitan Area Planning Agency Aged Accounts Payable Report April 30, 2018

Vendor Name	Trans. No.	Description	current	31-60	61-90	over 90	Credits	Net Due
AFLAC				2 4 4 4	60.00	* 0.00	£0.00	£400.09
AFLAC	156455	_	\$400.08	\$0.00	\$0.00	\$0.00	\$0.00	\$400.08
		Totals for AFLAC:	\$400.08	\$0.00	\$0.00	\$0.00	\$0.00	\$400.08
BenefitPlansInc.			\$87.50	\$0.00	\$0.00	\$0.00	\$0.00	\$87.50
BenefitPlansInc	19571		\$67.50	\$0.00	\$0.00	\$0.00	\$0.00	\$537,50
BenefitPlansInc.	19572		\$625.00	\$0.00	\$0.00	\$0.00	\$0,00	\$625.00
		Totals for BenefitPlansInc.:	0020.00	<i>\\\</i>	0.00			
City of Omaha Cashier	140200		\$17,136.12	\$0.00	\$0.00	\$0.00	\$0.00	\$17,136.12
City of Omaha Cashier	149399	Tatala for City of Omobo Coshior		\$0.00	\$0,00	\$0.00	\$0.00	\$17,136.12
		Totals for City of Omaha Cashier:	517,150112					
The Daily Record	112294		\$20.30	\$0.00	\$0.00	\$0.00	\$0.00	\$20.30
The Daily Record 112	112274	Totals for The Daily Record:	\$20,30	\$0.00	\$0,00	\$0.00	\$0.00	\$20.30
DAS State Accounting - Central Finance					÷			
DAS State Accounting - Central Finance	1111083		\$27.63	\$0.00	\$0.00	\$0.00	\$0.00	\$27.63
DAS State Accounting - Central Finance	1110438	Training Courses - Greg & Melissa	\$3,008.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,008.00
		Totals for DAS State Accounting - Central Finance:	\$3,035.63	\$0.00	\$0.00	\$0.00	\$0.00	\$3,035.63
Digital Express				£0.00	\$0.00	\$0.00	\$0.00	\$49.00
Digital Express	259247	-	\$49.00	\$0.00				
72		Totals for Digital Express:	\$49.00	\$0,00	\$0,00	\$0.00	\$0.00	\$49.00
First Nebr. Educators Credit U			\$75.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75_00
First Nebr, Educators Credit U	4,21,18	4-21-18 Payroll Contribution Totals for First Nebr. Educators Credit U:	\$75.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75,00
		Totals for this nebr. Educations croak e.						
Francotyp-Postalia, Inc.	R1103637038		\$84.00	\$0.00	\$0.00	\$0_00	\$0.00	\$84.00
Francotyp-Postalia, Inc.	R1103639534		\$24.00	\$0.00 ^{°°}	\$0.00	\$0.00	\$0.00	\$24,00
Francotyp-Postalia, Inc.	KI105057554	- Totals for Francotyp-Postalia, Inc.:	\$108.00	\$0.00	\$0.00	\$0.00	\$0.00	\$108.00
Griff's Delivery Service								
Griff's Delivery Service	13807		\$30.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.00
		- Totals for Griff's Delivery Service:	\$30.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.00
Jeff Spiehs			£0.00	C16 24	\$0.00	\$0.00	\$0.00	\$46.34
Jeff Spiehs	3.2018		\$0,00	\$46.34	\$V.VV	Φ0.00	ψ0.00	51051

Metropolitan Area Planning Agency Aged Accounts Payable Report

Vendor Name	Trans. No.	Description	current	31-60	61-90	over 90	Credits	Net Due
Jeff Spiehs	033118	Land's End order changed to cheaper item	\$6.43	\$0.00	\$0,00	\$0.00	\$0.00	\$6.43
		Totals for Jeff Spiehs:	\$6.43	\$46.34	\$0.00	\$0.00	\$0.00	\$52.77
Lovgren Marketing Group								
Lovgren Marketing Group	19602		\$8,192.50	\$0.00	\$0.00	\$0.00	\$0.00	\$8,192.50
		Totals for Lovgren Marketing Group:	\$8,192.50	\$0,00	\$0,00	\$0.00	\$0.00	\$8,192.50
Metro	25			00.00	0 0.00	EO OO	£0.00	607 AEC 75
Metro	34019	Quarter 3	\$27,456.75	\$0.00	\$0.00	\$0.00	\$0.00	\$27,456.75
		Totals for Metro:	\$27,456,75	\$0.00	\$0.00	\$0.00	\$0_00	\$27,456,75
Nishna Technologies			60 001 1 <i>1</i>	6 0.00	E (1) (1)	¢0.00	¢0.00	\$2,081,16
Nishna Technologies	5210	5210	\$2,081.16	\$0.00	\$0.00	\$0.00	\$0,00	
		Totals for Nishna Technologies:	\$2,081.16	\$0.00	\$0.00	\$0.00	\$0.00	\$2,081.16
One Source The Background Check Co			221 (4)	# 0.00	E (1) (1)	£0.00	£0.00	\$31.00
One Source The Background Check Co	3016-2018043		\$31.00	\$0.00	\$0.00	\$0.00	\$0.00	
		Totals for One Source The Background Check Co:	\$31.00	\$0,00	\$0.00	\$0.00	\$0_00	\$31.00
Payless Office Products, Inc.				Φ 0.00	60.00	£0.00	£0.00	\$91.75
Payless Office Products. Inc.	2947201-0		\$91.75	\$0,00	\$0.00 \$0.00	\$0.00 \$0.00	\$0,00 \$0.00	\$91.75 \$29.96
Payless Office Products. Inc.	2951955-0		\$29,96	\$0.00				\$121.71
		Totals for Payless Office Products, Inc.:	\$121.71	\$0.00	\$0,00	\$0.00	\$0.00	<i>D121=/1</i>
PLIC-SBD Grand Island			£1.240.09	\$0.00	\$0.00	\$0.00	\$0.00	\$1,240.98
PLIC-SBD Grand Island	4,17.18		\$1,240.98				\$0.00	\$1,240.98
		Totals for PLIC-SBD Grand Island:	\$1,240.98	\$0.00	\$0.00	\$0.00	20.00	\$1,240,90
Pottawattamie County GIS			\$9,136,32	\$0.00	\$0.00	\$0.00	\$0.00	\$9,136.32
Pottawattamie County GIS	Jan1-Mar31						\$0.00	\$9,136.32
		Totals for Pottawattamie County GIS:	\$9,136.32	\$0,00	\$0,00	\$0.00	30.00	39.130.32
Sarpy County GIS			\$15,217.97	\$0.00	\$0.00	\$0.00	\$0.00	\$15,217.97
Sarpy County GIS	2018-3					\$0.00	\$0.00	\$15,217.97
		Totals for Sarpy County GIS:	\$15,217,97	\$0,00	\$0.00	30.00	30.00	013,217.97
Sarpy County Planning			@10.147.16	\$0.00	\$0.00	\$0.00	\$0.00	\$12,147.16
Sarpy County Planning	2018-3		\$12,147,16	1.210				\$12,147.16
		Totals for Sarpy County Planning:	\$12,147,16	\$0,00	\$0.00	\$0.00	\$0.00	Ø12,14/≃10
United Way			679.00	\$0.00	\$0.00	\$0.00	\$0.00	\$78.00
United Way	4.21.18	4-21-18 Payroll Contribution	\$78.00	20.00	\$U.UU	\$V.00	40.00	\$75.00

Metropolitan Area Planning Agency Aged Accounts Payable Report April 30, 2018

Vendor Name	Trans. No.	Description	current	31-60	61-90	over 90	Credits	Net Due
		Totals for United Way:	\$78.00	\$0.00	\$0.00	\$0.00	\$0.00	\$78.00
Verizon Verizon	9805605225		\$83.74	\$0.00	\$0.00	\$0.00	\$0.00	\$83.74
		Totals for Verizon:	\$83.74	\$0.00	\$0.00	\$0.00	\$0.00	\$83.74
		GRAND TOTALS:	\$97,272.85	\$46.34	\$0.00	\$0.00	\$0.00	\$97,319.19

A total of 26 transaction(s) listed

Metropolitan Area Planning Agency Aged Accounts Receivable Report April 30, 2018

Aging Balance For	Client ID	Last Paid	current	31-60	61-90	over 90	Balance
Cass County		6/1/2018					
Cass County		6/1/2018	\$17,687,66	\$0.00	\$0.00	\$0.00	\$17.687.66
Totals for Cass County:			\$17,687.66	\$0.00	\$0.00	\$0.00	\$17,687.66
City of Blair		3/23/2018					
City of Blair		3/23/2018	\$4,810.66	\$0,00	\$0.00	\$0,00	\$4,810.66
Totals for City of Blair:			\$4,810.66	\$0.00	\$0.00	\$0.00	\$4.810.66
City of Council Bluffs		5/25/2018					
City of Council Bluffs		5/25/2018	\$0.00	\$0.00	\$0.00	\$60.00	\$60.00
Totals for City of Council Bluffs:			\$0.00	\$0.00	\$0.00	\$60.00	\$60,00
City of Fremont		6/2/2017					
City of Fremont		6/2/2017	\$10,032.66	\$0.00	\$0.00	\$0.00	\$10,032,66
Totals for City of Fremont:			\$10,032.66	\$0.00	\$0.00	\$0.00	\$10,032.66
City of Glenwood							
City of Glenwood			\$0.00	\$0.00	\$11.00	\$0.00	\$11.00
Totals for City of Glenwood:			\$0.00	\$0.00	\$11:00	\$0.00	\$11.00
City of Lincoln		5/31/2018					
City of Lincoln		5/31/2018	\$165,510.00	\$0.00	\$0.00	\$0.00	\$165,510,00
Totals for City of Lincoln:			\$165.510.00	\$0.00	\$0.00	\$0.00	\$165,510.00
City of Norfolk		6/1/2018					
City of Norfolk		6/1/2018	\$17.390.66	\$0.00	\$0.00	\$0.00	\$17,390.66
Totals for City of Norfolk:			\$17,390.66	\$0.00	\$0.00	\$0.00	\$17,390.66
City of Omaha		6/6/2018					
City of Omaha		6/6/2018	\$15.00	\$0.00	\$0.00	\$3,000,00	\$3,015,00
Totals for City of Omaha:			\$15.00	\$0.00	\$0.00	\$3,000.00	\$3,015.00
City of Schuyler		6/1/2018					
City of Schuyler		6/1/2018	\$5,007.66	\$0.00	\$0.00	\$0.00	\$5,007.66
Totals for City of Schuyler:			\$5,007.66	\$0.00	\$0,00	\$0.00	\$5,007.66

Metropolitan Area Planning Agency Aged Accounts Receivable Report

Aging Balance For	Client ID	Last Paid	current	31-60	61-90	over 90	Balance
City of Wahoo		12/1/2017					
City of Wahoo		12/1/2017	\$2,308.00	\$0,00	\$0_00	\$0.00	\$2,308.00
Totals for City of Wahoo:			\$2,308.00	\$0,00	\$0.00	\$0.00	\$2,308.00
Dodge County		5/25/2018					
Dodge County		5/25/2018	\$13,000.00	\$0.00	\$0.00	\$0.00	\$13,000.00
Totals for Dodge County:			\$13,000_00	\$0_00	\$0.00	\$0.00	\$13,000.00
Douglas County		5/4/2018				9	
Douglas County		5/4/2018	\$15.00	\$0.00	\$0.00	\$0,00	\$15.00
Totals for Douglas County:			\$15_00	\$0.00	\$0.00	\$0,00	\$15.00
FEDERAL TRANSIT ADMINISTRATION		4/25/2018					
FEDERAL TRANSIT ADMINISTRATION		4/25/2018	\$134,982.72	\$0.00	\$0.00	\$0.00	\$134,982.72
Totals for FEDERAL TRANSIT ADMINISTRATION	C		\$134,982.72	\$0.00	\$0.00	\$0.00	\$134,982.72
Greater Omaha Chamber of Commerce		4/20/2018					
Greater Omaha Chamber of Commerce		4/20/2018	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals for Greater Omaha Chamber of Comme	9		\$0.00	\$0,00	\$0.00	\$0.00	\$0.00
IOWA COG		5/18/2018					
IOWA COG		5/18/2018	\$0,00	\$0.00	\$15,800_00	\$0.00	\$15,800.00
Totals for IOWA COG:			\$0.00	\$0.00	\$15,800,00	\$0,00	\$15,800.00
IOWA DEPARTMENT OF TRANSPORTATION		5/22/2018					
IOWA DEPARTMENT OF TRANSPORTATION		5/22/2018	\$53,372.00	\$0.00	\$0.00	\$0.00	\$53.372.00
Totals for IOWA DEPARTMENT OF TRANSPO	F		\$53,372.00	\$0.00	\$0.00	\$0,00	\$53,372.00
IOWA WEST FOUNDATION		8/25/2017					
IOWA WEST FOUNDATION		8/25/2017	\$0.00	\$0.00	\$0.00	\$16,250-00	\$16.250.00
Totals for IOWA WEST FOUNDATION:			\$0.00	\$0.00	\$0.00	\$16,250.00	\$16,250.00
Lower Platte South NRD		5/25/2018					
Lower Platte South NRD		5/25/2018	\$13,000.00	\$0.00	\$0.00	\$0.00	\$13.000.00
Totals for Lower Platte South NRD:			\$13,000.00	\$0.00	\$0.00	\$0.00	\$13,000,00

Metropolitan Area Planning Agency Aged Accounts Receivable Report

Aging Balance For	Client ID	Last Paid	current	31-60	61-90	over 90	Balance
Melissa Engel		5/11/2018					
Melissa Engel		5/11/2018	\$45,70	\$0.00	\$0.00	\$0.00	\$45.70
Totals for Melissa Engel:			\$45.70	\$0.00	\$0.00	\$0.00	\$45.70
Metro Transit		5/25/2018					
Metro Transit		5/25/2018	\$15.00	\$0.00	\$0.00	\$0.00	\$15,00
Totals for Metro Transit:			\$15.00	\$0.00	\$0.00	\$0.00	\$15.00
Metropolitan Utilities District		6/2/2017					
Metropolitan Utilities District		6/2/2017	\$5,000.00	\$0.00	\$0.00	\$0,00	\$5,000,00
Totals for Metropolitan Utilities District:	3		\$5,000.00	\$0.00	\$0.00	\$0,00	\$5,000,00
Mills County Emergency Management		11/22/2013					
Mills County Emergency Management		11/22/2013	\$0.00	\$0.00	\$8.404.44	\$0.00	\$8,404.44
Totals for Mills County Emergency Managem	ne		\$0.00	\$0.00	\$8,404,44	\$0.00	\$8,404,44
Mills County		4/27/2018					
Mills County		4/27/2018	\$17.961.66	\$0.01	\$0.00	\$0.00	\$17,961,67
Totals for Mills County:			\$17.961.66	\$0.01	\$0.00	\$0.00	\$17.961.67
NDOT- CMAQ		6/7/2018					
NDOT- CMAQ		6/7/2018	\$39,934.20	\$0.00	\$0.00	\$0.00	\$39.934.20
Totals for NDOT- CMAQ:			\$39,934.20	\$0.00	\$0.00	\$0.00	\$39,934.20
NDOT		5/11/2018					
NDOT		5/11/2018	\$243.449.81	\$0.00	\$0.00	\$20,000.00	\$263,449.81
Totals for NDOT:			\$243,449.81	\$0.00	\$0.00	\$20,000.00	\$263.449.81
Nebraska Ethanol Industry Coalition		2/3/2017					
Nebraska Ethanol Industry Coalition		2/3/2017	\$0.00	\$0.00	\$7.200.00	\$0.00	\$7,200.00
Totals for Nebraska Ethanol Industry Coaliti	0		\$0.00	\$0.00	\$7,200.00	\$0.00	\$7,200.00
Omaha Public Power District		5/11/2018					
Omaha Public Power District		5/11/2018	\$15.00	\$0.00	\$0.00	\$0,00	\$15.00
Totals for Omaha Public Power District:			\$15.00	\$0.00	\$0.00	\$0.00	\$15.00

Metropolitan Area Planning Agency Aged Accounts Receivable Report

Aging Balance For	Client ID	Last Paid	current	31-60	61-90	over 90	Balance
Peter Kiewit Foundation		12/22/2017					
Peter Kiewit Foundation		12/22/2017	\$0.00	\$0.00	\$0,00	\$0,00	\$0.00
Totals for Peter Kiewit Foundation:		-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Pottawattamie County, Iowa		5/4/2018					
Pottawattamie County, Iowa		5/4/2018	\$15.00	\$0,00	\$0.00	\$15.00	\$30.00
Totals for Pottawattamie County, Iowa:			\$15.00	\$0.00	\$0.00	\$15.00	\$30.00
Sarpy County		6/1/2018					
Sarpy County	12	6/1/2018	\$35,000.00	\$0.00	\$0.00	\$0.00	\$35,000.00
Totals for Sarpy County:			\$35,000.00	\$0.00	\$0.00	\$0.00	\$35,000.00
Saunders County		6/1/2018					
Saunders County		6/1/2018	\$14,809.00	\$0.00	\$0.00	\$0.00	\$14,809.00
Totals for Saunders County:			\$14.809.00	\$0.00	\$0.00	\$0.00	\$14,809.00
Security National Trust							
Security National Trust			\$0.00	\$0.00	\$0.00	\$35.00	\$35.00
Totals for Security National Trust:			\$0.00	\$0.00	\$0_00	\$35.00	\$35.00
Village of Arlington		5/25/2018					
Village of Arlington		5/25/2018	\$944.00	\$0.00	\$0.00	\$0.00	\$944.00
Totals for Village of Arlington:		_	\$944.00	\$0.00	\$0.00	\$0.00	\$944.00
		Grand Totals:	\$794,321.39	\$0.01	\$31,415.44	\$39,360.00	\$865,096.84

Metropolitan Area Planning Agency Statement of Financial Position

April 30, 2018

Actual

		Actual
Assets	-	
10-1000	Petty Cash	\$165.38
10-1005	Paypal Account	\$30,19
10-1010	Cash - American National Bank	\$793,071.70
10-1030	Treasury Bills	\$468,142,54
10-1040	NPAIT Investments General	\$262,468.11
10-1045	NPAIT Investments Capitol Reserve	\$63,892.30
10-1050	NPAIT Investments Ortho Quads	\$58,564,02
10-1100	Accounts Receivable	\$865,096.84
10-1110	Due To/Due From Funds	(\$625,561,18)
10-1140	Due from Employee	\$38.93
10-1145	Employee Elected Deduction	(\$266.88)
10-1300	Prepaid Expenses	\$10,698.81
10-1310	Prepaid Insurance	\$3,014.14
11-1110	Due To/Due From Funds	\$1,138.40
12-1055	NPAIT Investments Sarpy Co. Revolving Loan	\$46,707,87
13-1200	Furniture, Fixtures & Equipment	\$146,014.70
13-1205	Vehicles	\$51,215.35
13-1220	Less: Accumulated Depreciation	\$162,860.94
15-1040	NPAIT Investments General	\$3,889,00
15-1045	NPAIT Investments Special Projects	\$2,999.69
15-1057	NPAIT CD Investiments	\$135,774.69
15-1110	Due To/Due From Funds	\$604,090.02
20-1020	Cash - ANB Foundation	\$24,985.24
20-1060	NPAIT Investments Foundation	\$33,191,37
20-1065	NPAIT Investments FD NDO	\$130,849.82
20-1070	NPAIT Investments FD Washington County Revolving	\$185,554.74
20-1110	Due To/Due From Funds	\$20,332.76
20-1415	Note Receivable - Sterling Ambitions, LLC	\$30,554,00
20-1425	Note Receivable KB Quality Meats	\$13,080.00
40-1100	Accounts Receivable	\$356,104.02
Total Assets	-	\$3,522,975.63
	=	

Liabilities and Fund Balance

Liabilities

10-2000	Accounts Payable	\$97,235,45
10-2105	Nebraska Withholding	\$3,565.84
10-2115	AFLAC W/H Payable	(\$131.73)
10-2125	Dental Insurance W/H Payable	(\$1,031.29)
10-2126	Life & Disability Insurance Payable	(\$655_80)
10-2130	Flex W/H Payable	\$373.06
10-2132	Vision Insurance Payable	(\$34.58)

Metropolitan Area Planning Agency Statement of Financial Position

April 30, 2018

		Actual
10-2135	Health Insurance Payable	(\$12,834.55)
10-2145	Pension Plan Payable	\$15,39
10-2160	SUTA Tax	\$14.93
10-2210	Accrued Compensated Absences	\$112,039.03
10-2220	Accrued Audit Fees	\$10,800.00
20-2000	Accounts Payable	\$83.54
20-2430	Deferred Revolving Loan	\$261,427.35
40-2000	Accounts Payable	\$462,232.00
Total Liabilities		\$933,098.64

Fund Balance

Total Fund Ba	ance	\$2,589,876.99
40-3010	Fund Balance Assigned	(\$106,127.98)
20-3100	Fund Balance Restricted	\$100,591.21
20-3000	Fund Balance Undesignated	\$76,445.83
15-3010	Fund Balance Assigned	\$746,753.40
13-3005	Invested in Capital Assets	\$34,369.11
12-3100	Fund Balance Restricted	\$46,707.87
11-3000	Fund Balance Undesignated	\$1,138.40
10-3020	Fund Balance Committed	\$355,000.00
10-3010	Fund Balance Assigned	\$65,988.77
10-3000	Fund Balance Undesignated	\$1,269,010.38

Total Liabilities and Fund Balan	ce
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\$3,522,975.63

Actual Budget YTD YTD Budget to Date Y Revenues Federal and State Revenue 10-4100 Federal Revenue \$585,337.53 \$0.00 \$2,294,662.23 \$2,933,801.75 78.21% \$1,439,745.71 10-4200 State Revenue \$0.00 \$0.00 \$106,789.37 \$114,432.00 93.32% \$146,845.33	Increase/ (Dec YTD to PYTD	FY 2018 Budget
Federal and State Revenue 10-4100 Federal Revenue \$585,337.53 \$0.00 \$2,294,662.23 \$2,933,801.75 78.21% \$1,439,745.71 10-4200 State Revenue \$0.00 \$0.00 \$106,789.37 \$114,432.00 93.32% \$146,845.33		
10-4100Federal Revenue\$585,337.53\$0.00\$2,294,662.23\$2,933,801.7578.21%\$1,439,745.7110-4200State Revenue\$0.00\$0.00\$106,789.37\$114,432.0093.32%\$146,845.33		
10-4200 State Revenue \$0.00 \$106,789.37 \$114,432.00 93.32% \$146,845.33		
	59.38%	\$3,850,969.00
	(27.28)%	\$152,576.00
Total Federal and State Revenue \$585,337.53 \$0.00 \$2,401,451.60 \$3,048,233.75 78.78% \$1,586,591.04	51.36%	\$4,003,545.00
Local Government Revenue		
10-4300Local Revenue\$0.00\$0.00\$399,512.00\$392,378.00101.82%\$391,171.00	2.13%	\$392,378.00
10-4350 Heartland 2050 Local Revenue \$0.00 \$0.00 \$41,223.33 \$59,400.00 \$69.40% \$41,876.04	(1.56)%	\$79,200.00
15-4300 Local Revenue \$322,461.96 \$360,000.00 \$357,461.96 \$360,000.00 99.30% \$40,000.00	793.65%	\$711,475.00
Total Local Government Revenue \$322,461.96 \$360,000.00 \$798,197.29 \$811,778.00 98.33% \$473,047.04	68.74%	\$1,183,053.00
Charges for Services		
10-4400 Contracts \$3,614.79 \$10,000.00 \$72,952.28 \$100,000.00 72.95% \$33,101.75	120.39%	\$120,375.00
Total Charges for Services \$3,614.79 \$10,000.00 \$72,952.28 \$100,000.00 72.95% \$33,101.75	120.39%	\$120,375.00
Forums Revenue		
10-4500 Forums/Annual Dinner \$315.00 \$0.00 \$21,121.00 \$12,000.00 176.01% \$4,597.00	359.45%	\$17,887.00
Total Forums Revenue \$315.00 \$0.00 \$21,121.00 \$12,000.00 176.01% \$4,597.00	359.45%	\$17,887.00
In-kind Revenue		
10-4510 In-Kind Revenue \$27,410.55 \$0.00 \$446,962.97 \$625,734.00 71.43% \$176,257.92	153.58%	\$670,092.00
Total In-kind Revenue \$27,410.55 \$0.00 \$446,962.97 \$625,734.00 71.43% \$176,257.92	153.58%	\$670,092.00
Investment Income		
10-4520 Investment Earnings (\$187.49) \$0.00 (\$657.00) \$0.00 0.00% \$2,138.19	(130.73)%	\$0.00
15-4520 Investment Earnings \$121.10 \$0.00 \$1,253.47 \$0.00 0.00% \$149.24	739.90%	\$0.00
Total Investment Income (\$66.39) \$0.00 \$596.47 \$0.00 \$2,287.43	(73.92)%	\$0.00
Miscellaneous Revenue		
10-4310 Match Contributions \$0.00 \$0.00 \$0.00 \$55,915.50 0.00% \$0.00	0.00%	\$107,054.00

		4/1/18 - 4/30/18		7/1/17 - 4/	7/1/17 - 4/30/18				
			Budget	Acutual YTD	Budget YTD	% to YTD Budget	Prior Year to Date	Increase/ (Dec YTD to PYTD	FY 2018 Budget
10-4530	Misc. Cash Sales	\$0.00	\$0.00	\$48.00	\$0.00	0.00%	\$27.00	77.78%	\$0.00
10-4540	Miscellaneous	\$345.24	\$0.00	\$27,947.37	\$313,125.00	8.93%	\$24,648.61	13.38%	\$240,000.00
15-4310	Match Contributions	\$0.00	\$0.00	\$40,500.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00
15-4540	Miscellaneous	\$0.00	\$0.00	\$165,000.00	\$0.00	0.00%	\$51,400.00	221.01%	\$0.00
Total Miscellaneous F	Revenue	\$345.24	\$0.00	\$233,495.37	\$369,040.50	63.27%	\$76,075.61	206.93%	\$347,054.00
Total		\$939,418.68	\$370,000.00	\$3,974,776.98	\$4,966,786.25	80.03%	\$2,351,957.79	69.00%	\$6,342,006.00
Total Reveunes		\$939,418.68	\$370,000.00	\$3,974,776.98	\$4,966,786.25	80.03%	\$2,351,957.79	69.00%	\$6,342,006.00
Expenses									
MAPA Activities									
MAPA Personnel Exp	enses								
Salaries									
10-5000	Salaries	\$87,526.42	\$113,630.25	\$876,302.97	\$1,136,302.50	77.12%	\$815,814.18	7.41%	\$1,298,263.00
10-5125	Accrued Salaries & Compensate	\$0.00	\$16,809.25	\$172,281.71	\$168,092.50	102.49%	\$155,707.26	10.64%	\$192,051.00
Total Salaries		\$87,526.42	\$130,439.50	\$1,048,584.68	\$1,304,395.00	80.39%	\$971,521.44	7.93%	\$1,490,314.00
Payroll Taxes									
10-5100	FICA	\$6,921.72	\$9,536.75	\$76,389.58	\$95,367.50	80.10%	\$71,393.72	7.00%	\$108,961.00
10-5105	Unemployment Taxes	\$15.00	\$185.25	\$842.38	\$1,852.50	45.47%	\$1,132.35	(25.61)%	\$2,123.00
Total Payroll Taxe	8	\$6,936.72	\$9,722.00	\$77,231.96	\$97,220.00	79.44%	\$72,526.07	6.49%	\$111,084.00
Employee Benefits									
10-5110	Health Insurance	\$15,582.49	\$19,000.17	\$165,014.86	\$190,001.66	86.85%	\$153,673.67	7.38%	\$217,102.00
10-5115	Life & Disability Insurance	\$440.51	\$466.67	\$4,666.39	\$4,666.66	99.99%	\$3,748.86	24.47%	\$5,300.00
10-5120	Retirement Contributions	\$5,031.72	\$7,447.92	\$51,156.44	\$74,479.16	68.69%	\$43,219.76	18.36%	\$85,102.00
Total Employee Be	enefits	\$21,054.72	\$26,914.76	\$220,837.69	\$269,147.48	82.05%	\$200,642.29	10.07%	\$307,504.00
Total MAPA Personne	el Expenses	\$115,517.86	\$167,076.26	\$1,346,654.33	\$1,670,762.48	80.60%	\$1,244,689.80	8.19%	\$1,908,902.00

		4/1/18 - 4/30/18		7/1/17 - 4/3	7/1/17 - 4/30/18				
		Actual	Budget	Acutual YTD	Budget YTD	% to YTD Budget	Prior Year to Date	Increase/ (Dec YTD to PYTD	FY 2018 Budget
10-5200	Advertising	\$215.72	\$1,000.00	\$2,437.34	\$10,900.00	22.36%	\$3,297.38	(26.08)%	\$13,000.00
10-5210	Membership - Reference Mater	\$227.91	\$1,250.00	\$19,194.59	\$17,500.00	109.68%	\$16,250.88	18.11%	\$22,000.00
Data Processing									
10-5310	Data Processing	\$2,546.24	\$3,750.00	\$26,331.08	\$37,500.00	70.22%	\$28,411.28	(7.32)%	\$45,000.00
Total Data Process	sing	\$2,546.24	\$3,750.00	\$26,331.08	\$37,500.00	70.22%	\$28,411.28	(7.32)%	\$45,000.00
10-5320	Professional Services	\$1,611.58	\$2,000.00	\$20,930.97	\$36,000.00	58.14%	\$39,547.82	(47.07)%	\$40,000.00
10-5600	Forums	\$8,845.99	\$0.00	\$59,132.22	\$48,875.00	120.99%	\$44,301.31	33.48%	\$80,000.00
10-5650	Miscellaneous Expenses	\$877.74	\$125.00	\$2,851.30	\$1,250.00	228.10%	\$665.37	328.53%	\$2,000.00
10-5730	Bank Charges	\$12.80	\$83.34	\$319.09	\$833.32	38.29%	\$325.95	(2.10)%	\$1,000.00
10-5800	Office Rent	\$5,800.00	\$6,250.00	\$58,000.00	\$62,500.00	92.80%	\$57,528.00	0.82%	\$75,000.00
Office Expense									
10-5220	Printing	\$1,579.20	\$2,916.67	\$20,004.87	\$29,166.66	68.59%	\$24,084.57	(16.94)%	\$35,000.00
10-5300	Business Insurance Expense	\$936.17	\$1,333.34	\$9,481.96	\$13,333.32	71.11%	\$9,596.74	(1.20)%	\$15,000.00
10-5500	Equipment Maintenance	\$484.87	\$750.00	\$4,374.33	\$7,500.00	58.32%	\$5,977.91	(26.83)%	\$8,500.00
10-5700	Postage	\$130.00	\$458.34	\$1,596.51	\$4,583.32	34.83%	\$2,632.97	(39.36)%	\$5,500.00
10-5710	Supplies	\$3,879.45	\$1,625.00	\$9,230.17	\$16,250.00	56.80%	\$6,044.83	52.70%	\$19,000.00
10-5810	Telephone	\$81.31	\$250.00	\$1,082.84	\$2,500.00	43.31%	\$1,487.49	(27.20)%	\$3,000.00
Total Office Exper	nse	\$7,091.00	\$7,333.35	\$45,770.68	\$73,333.30	62.41%	\$49,824.51	(8.14)%	\$86,000.00
Travel and Conference	ences								
10-5900	Travel & Conferences	\$6,492.73	\$8,333.34	\$64,575.02	\$83,333.32	77.49%	\$63,890.02	1.07%	\$100,000.00
Total Travel and C	Conferences	\$6,492.73	\$8,333.34	\$64,575.02	\$83,333.32	77.49%	\$63,890.02	1.07%	\$100,000.00
Transfers									
10-8000	Transfers	\$0.00	(\$1,866.66)	\$0.00	(\$18,666.68)	0.00%	\$0.00	0.00%	(\$22,400.00)
Total Transfers		\$0.00	(\$1,866.66)	\$0.00	(\$18,666.68)	0.00%	\$0.00	0.00%	(\$22,400.00)
10-5950	Capital Outlays	\$1,710.00	\$0.00	\$6,792.50	\$70,000.00	9.70%	\$0.00	0.00%	\$70,000.00
otal MAPA Non-per	rsonnel	\$35,431.71	\$28,258.37	\$306,334.79	\$423,358.26	72.36%	\$304,042.52	0.75%	\$511,600.00

		4/1/18 - 4/3	30/18	7/1/17 - 4/	/30/18				
		Actual	Budget	Acutual YTD	Budget YTD	% to YTD Budget	Prior Year to Date	Increase/ (Dec YTD to PYTD	FY 2018 Budget
Total MAPA Activi	ties	\$150,949.57	\$195,334.63	\$1,652,989.12	\$2,094,120.74	78.93%	\$1,548,732.32	6.73%	\$2,420,502.00
Contracts and Pass-th	hrough								
10-5400	Contracts	\$13,285.51	\$63,500.00	\$139,535.10	\$635,000.00	21.97%	\$472,308.39	(70.46)%	\$761,360.00
10-5420	Pass Through Contracts - Planni	\$63,958.20	\$0.00	\$336,044.71	\$1,088,307.75	30.88%	\$403,632.11	(16.74)%	\$1,451,077.00
10-5430	Pass Through Contracts - STP	\$0.00	\$0.00	\$1,008,515.76	\$338,156.25	298.24%	\$3,123.91	32,183.76%	\$450,875.00
15-5400	Contracts	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%	\$711,475.00
10-5440	In-Kind Expense	\$27,410.55	\$0.00	\$446,962.97	\$533,202.75	83.83%	\$176,257.92	153.58%	\$546,717.00
Subtotal Contracts ar	nd Pass-Through	\$104,654.26	\$63,500.00	\$1,931,058.54	\$2,594,666.75	74.42%	\$1,055,322.33	82.98%	\$3,921,504.00
Total Exenses		\$255,603.83	\$258,834.63	\$3,584,047.66	\$4,688,787.49	76.44%	\$2,604,054.65	37.63%	\$6,342,006.00
NET SURPLUS/(DEF)	ICIT)	\$683,814.85	\$111,165.37	\$390,729.32	\$277,998.76	140.55%	(\$252,096.86)	(254.99)%	\$0.00

MAPA Subcontractor Payment Authorization

Contract Number:

Contract Party:	Birdhouse Interior Design
Contract Description:	Office Update
Contract Approved by Finacne Committee:	October 18, 2017
Contact Amount:	\$8,550.00
Match Amount:	\$0.00

Contract Period:

Payment # 4

Billed to Date:	\$	7,790.00
Less Previous Payments:	<u>\$</u>	6,792.50
Amount Due:	\$	997.50

Payment Recommended By:

Responsible Charge / MAPA Staff Member

Department Manager

MAPA Executive Director

Approved by MAPA Finance Committee:

Date

MAPA Treasurer/Finance Committee Member



Birdhouse Interior Design Consulting 2708 N. 52nd. St. Omaha, NE 68104 US (402) 577-0711x402 design@birdhouseinteriors.com

BILL TO Greg Youell MAPA 2222 Cuming St. Omaha, NE 68102

INVOICE # 1067 DATE 06/06/2018 DUE DATE 06/21/2018 TERMS Net 15

\$997.50

997.50	
AMOUNT	

MAPA Expense A. Mization Voucher Date/6/6/18 t. 997.50 Project____ Accor 10-5900 5955 Grant Front Die MICE es. Or.____ 10 N 19 T

MAPASubcontractor Payment Authorization

Contract Number:	18504101101
Contract Party:	City of Omaha
Contract Description:	Public Works - FY 2018
Contract Approved by Board of Directors:	June 29, 2017
Contact Amount:	\$63,000.00
Match Amount:	\$27,000.00
Contract Period:	July 1, 2017 - June 30, 2018

Payment # 3

Billed to Date:	\$	41,301.97
Less Previous Payments:	\$	33,445.39
Amount Due:	<u>\$</u>	7,856.58

Payment Recommended By:

Responsible Charge / MAPA Staff Member

Department Manager

MAPA Executive Director

Approved by MAPA Finance Committee:

Date

MAPA Treasurer/Finance Committee Member

City of Omah 1819 Farnam St. Billing I Omaha NE 68183 Contact : (402) 444-5453	Div.	Date: 22-MAY-18 Page 1 of 1 City of Omaha Cashier RM H10 1819 Farnam St. Omaha NE 68183			
Bill To : METRO AREA F 2222 CUMING S	LANNING AGENCY T	Ship To :	2018 41 2018 10 201		
OMAHA NE 681	02-4328		BE DATE REDPA		
Customer Number :	18276		10000011513 M St		
Invoice Number :	151559	Terms :	30 NET		
Transaction Type :	PUBLIC WORKS	Total due :	\$ 7,856.58		

S202.1

N14Z

CEED CEED CEED CEED

14

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PLEASE RETURN TOP PORTION WITH REMITTANCE

Item No		Qty Invoiced	Extended Price	
1	MAPA TRAFFIC COUNTING PROGRAM SPR-PL-1(55), JANUARY	1	7856.58	7856.58
	- MARCH 2018 SPECIAL INSTRUCTIONS	DUE DATE	TOTAL DUE	
	Invoice Number: 151559	21-JUN-18		\$7,856.58

Subcontractor Payment Authorization

Contract Number:	C4238485 2017-12-07		
Contract Party:	Pictometry		
Contract Description:	Pictometry Aerial Photography Project		
Contract Approved by Finacne Committee	e: December 7, 2017		
Contact Amount:	\$2,126,219.74		
Match Amount:	\$0.00		
Contract Period:	2018 -2023		

Payment # 1

Billed to Date: \$ 230,350.00

Less Previous Payments: <u>\$_____</u>

Amount Due: <u>\$ 230,350.00</u>

Payment Recommended By:

Responsible Charge / MAPA Staff Member

Department Manager

MAPA Executive Director

Approved by MAPA Finance Committee:

Date

MAPA Treasurer/Finance Committee Member



INVOICE

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

Date	Invoice #	
5/31/2018	4759855NEMAPA - A	

Revised 6/7/2018

Bill To	
Metropolitan Area Planning Agency	
Josh Corrigan	
2222 Cuming Street	
Omaha, Nebraska 68102	±1

Customer ID	PO Number	Payment Terms	Sales Rep	Shipping Method
A123660	License Agreement	Net 30	rpoots	Pictometry

Name	Description	Amount
Licensed Products/Services	Flight #1 - Spring 2018 - Payment 1 of 2 - Part A due 6/30/2018	\$230,350.00

Subtotal	\$230,350.00
Тах	\$0.00
Freight	\$0.00
Miscellaneous	\$0.00
Total Due this Invoice	\$230,350.00

Thank you for choosing Pictometry as your service provider.

MAPA Subcontractor Payment Authorization

Contract Number:	C4238485 2017-12-07
Contract Party:	Pictometry
Contract Description:	Pictometry Aerial Photography Project
Contract Approved by Board of Directors:	December 7, 2017
Contact Amount:	\$2,126,219.74
Match Amount:	\$0.00
Contract Period:	2018-2023

Payment # 2

Billed to Date:	\$	370,981.12
Less Previous Payments:	<u>\$</u>	230,350.00
Amount Due:	\$	140,631.12

Payment Recommended By:

Responsible Charge / MAPA Staff Member

Department Manager

MAPA Executive Director

Approved by MAPA Finance Committee:

Date

MAPA Treasurer/Finance Committee Member

INVOICE

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

Date	Invoice #
5/31/2018	4759855NEMAPA - B

Revised 6/7/2018

Bill To	
Metropolitan Area Planning Agency	
Josh Corrigan	
2222 Cuming Street	
Omaha, Nebraska 68102	

Customer ID	PO Number	Payment Terms	Sales Rep	Shipping Method
A123660	License Agreement	Net 60	rpoots	Pictometry

Name	Description	Amount
Licensed Products/Services	Flight #1 - Spring 2018 - Payment 1 of 2 - Part B due 7/31/2018	\$140,631.12

Subtotal	\$140,631.12
Тах	\$0.00
Freight	\$0.00
Miscellaneous	\$0.00
Total Due this Invoice	\$140,631.12

Thank you for choosing Pictometry as your service provider

Economic Development Research Group, Inc.

155 Federal Street, Suite 600 Boston, MA 02110

Invoice

BILL TO:

Omaha-Council Bluffs Metropolitan Area Planning Agency Attn: Travis Halm, Associate Planner 2222 Cuming Street	INVOICE NO: DATE TERMS:	769-01 5/31/2018 Net 30
Omaha, NE 68102-4328	DUE DATE	6/30/2018

Transit Return on Investment Study (769)

	LABOR	HRS	RATE	AMOUNT	
Transit Return on Investment Study					1
Project #PL-55, Control #00978	1 7		1		i
Agreement No. VJ1801			1		I
For the period of project inception through April 30, 2018					1
Professional Services (all rates are fully loaded)	(1		1
Direct labor:	ľ	1	(– /	1 1	1
Senior Economist	Chandler Duncan	32	66.05	2,113.60	1
Project Manager	Naomi Stein	44	46.75	2,057.00	6
Principal	Glen Weisbrod	VOT	87.44		ć –
Economic Analyst	Kyle Schroeckenth	0.5	46.75		6
Senior Advisor	Mark Sieber	1	54.81		6
Overhead (185.21%)	Fee	5735.27	1	10,622.29	6
Fee (15%)	Fee	*****	0.15		(
	Expenses	1 /	1	1 1	6
Expenses for client kick-off meeting in Omaha, April 18-20,		1 /	1.		6
G Weisbrod (see attached report & receipts for details)	1	1 /		733.60	1
Airfare RT BOS - Omaha	1	1	748.60	-748.60	(
meal for 3	1	1	56.82	A 44	1
meals (\$11.43+\$14.12+\$11.06)			36.61	20 C	1
UBER			19.10	1	1
taxi			23.50		10
hotel		J J	321.29		250
Total Reimbursable Expenses, G Weisbrod travel			\subseteq	1,205.92	
	Expenses	- /	1	.,200	f -
	Expenses	1			1
				<u> </u>	I.
	Tota	al Due			

Economic Development Research Group, Inc.

155 Federal Street, Suite 600 Boston, MA 02110

Invoice

BILL TO:

Omaha-Council Bluffs Metropolitan Area	INVOICE NO:	769-01
Planning Agency	DATE	5/31/2018
Attn: Travis Halm, Associate Planner 2222 Cuming Street	TERMS:	Net 30
Omaha, NE 68102-4328	DUE DATE	6/30/2018

Transit Return on Investment Study (769)

	LABOR	HRS	RATE	AMOUNT	
Expenses for client kick-off meeting in Omaha, April 18-20, C Duncan (see attached report & receipts for details) Personal Mileage RT Airfare CLT-Omaha hotel Total Reimbursable Expenses, C Duncan travel Expenses for client kick-off meeting in Omaha, April 18-20,	Expenses		9.81 636.10 154.09	9.81 636.10	
N Stein (see attached report &receipts for details) Lyft UBER (44.83) + gr. transportation (7.01) meals (6.50 + 11.97 + (8.77) Airfare to Omaha, RT hotel Total Reimbursable Expenses, N Stein travel JEO Consulting Group, Inv. #102648 (see attached invoice for details)	25		39.25 51.84 27.24 600.59 316.90 3,061.45	51.84 27.24 600.59 3+6.90, 1,035.82	
		Total Due	\$2	4,914.38	

US FEDERAL ID: 04-3506899 -- Corporation; Not Subject to Withholding

2

MAPA Subcontractor Payment Authorization

Contract Number:

Contract Party:	Marquez Painting
Contract Description:	Office Painting
Contract Approved by Finacne Committee:	May 23, 2018
Contact Amount:	\$7,281.37
Match Amount:	\$0.00
Contract Period:	June 2018

Final Payment

Billed to Date:	\$	7,281.37
Less Previous Payments:	<u>\$</u>	5,781.37
Amount Due:	\$	1,500.00

Payment Recommended By:

Responsible Charge / MAPA Staff Member

Department Manager

MAPA Executive Director

Approved by MAPA Finance Committee:

Date

MAPA Treasurer/Finance Committee Member

Approved by MAPA Board of Directors

Date

MAPA Board Chair/Member



Melissa Engel <mengel@mapacog.org>

Invoice 1752 from Marquez Painting

1 message

Marquez Painting <quickbooks@notification.intuit.com> Reply-To: info@wepaintomaha.com To: mengel@mapacog.org Cc: info@wepaintomaha.com Wed, Jun 13, 2018 at 5:05 PM

Marquez

Please find the attached invoice for the work we've completed. Penny and I have appreciated the opportunity to work with you and look forward to serving you in the future. You can pay this invoice by mailing a check or using the secure link to remit your payment.

If you prefer you mail a check, please mail it to:

Marquez Painting 2939 Scott Street Omaha, NE 68112

As always, please contact me if you have any questions.

Thanks,

Ernesto Marquez Marquez Painting (402) 871-7785 www.WePaintOmaha.com

Visit us on Facebook at www.facebook.com/WePaintOmaha

INVOICE 1752 DETAILS

\$5,143.37

Review and pay

Powered by QuickBooks

Bill to

Melissa Engel MAPA 2222 Cuming Street Omaha, NE 68102

Terms

Due on receipt

05/18/2018

Labor - paint walls per estimate

Materials - Sherwin-Williams Duration Interior

Labor - paint door and window trim per estimate

\$3,690.00 1

\$1,535.10 1

\$1,180.001

Metro Area Planning Agency Mail - Invoice 1752 from Marquez Painting

Sherwin Williams Emerald Trim Paint	\$249.95 ₁
Labor - remove and reinstall window blinds throughout	\$360.00 ~
Labor - drywall patch - far west wall under window	\$50.00 1
Labor - paint radiator covers	\$330.00 ₁
Labor - paint utility sink room walls and trim	\$128.00 1
Materials - Sherwin-Williams Duration Interior - additional gallon	\$44.22 1 31,43 37

MAPA Expense Authorization Voucher
Date 6/14/18 Amt. 5143.37
Project
Account_10-5950
Grant
Acctg. Dir. ME
Exec. Dir
Treasurer

	43.37
Subtotal	\$7,567.27
Discount	\$ -285.90
Total	\$7,281.37
Payment	\$2,138.00 <i>1</i>
Balance due	\$5,143.37

THANK YOU for your business! The best compliment you can give us is a referral. If you like the way we took care of you, please tell a friend or two!

2939 Scott Street • Omaha, NE 68112 • www.WePaintOmaha.com • (402) 871-7785

Review and pay



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Invoice_1752_from_Marquez_Painting.pdf 63K



MAPA TRAVEL AUTHORIZATION FORM

Person Tro	iveling :		Matt Roth						
Dates o			August 12-16, 2018						
Departu			Return Time:						
	ling to :		St. Louis, MO						
Purpose:			Sustaining Military Readiness Conference						
	Coding:				25-01				
Block Rate De	aveling:			JUIY I	1, 2018				
	uvening.				1				
Estimated Tra	avel Expenses:								
	istration \$0.00		Transp. Fares	\$15	5.00	Parking \$0.00			
Ŭ	Flights \$400.00		Auto Rental		.00	Other \$0.00			
MAPA V	ehicle Miles 0		Personal Veh	icle N	Ailes 0				
MAPA Ve	hicle Mileage \$0.0	0	Personal Vehic	cle Mi	leage \$0.00	Rate \$0.545			
Per Diem:	Start Day		Between Days	x	# of days	End Day			
Day's Max.	\$40.50		\$54.00		3	\$40.50			
Breakfast	\$9.00		\$12.00	х	3	\$9.00			
Lunch	\$9.75		\$13.00	х	3	\$9.75			
Dinner	\$18.00		\$24.00	×	3	\$18.00			
Incidental	\$3.75		\$5.00	Х	3	\$3.75			
Meals & Incidental						1047 - 1047 - 1046			
Total	\$40.50		\$54.00	Х	3	\$40.50			
Lodging	\$130.00		\$130.00	х	33				
Taxes &									
Fees on	\$24.00		\$27.00		3				
Lodging	\$26.00		\$26.00	Х					
	Deduction for Me	eals P	rovided at Confer	ences	5 				
Total Lodgir	ng \$624.00		Total Meals a	nd Ind	cidentals	\$243.00			
Tabal Calina a					£1.000.00				
TOTAL ESTIMA	ited Travel Expenses:				\$1,282.00				
Date Submitted	:	by							
		- ,	Employee Travelir	na					
Date Approved:									
· · ·		by	Department Direc	ctor					
Date Approved	1:	by							
Executive Director									
Date Approved	d:	by							
			Finance Committ	ee Cl	hair/Member	(if amount is over \$1000)			
Date Approved	d:	by							
			Board of Director	s Cho	iir/Member (i	f amount is over \$2000)			

* See Notes on Page 2

- * If travel is outside the MAPA five-county region Travel Authorizations are to be approved in advance.
- * Attach meeting/conference information to this form prior to submission.
- * Receipts and the Travel Reconciliation Form are to be submitted upon your return along with a copy of the approved Travel Authorization form. If you need reimbursed you will also need to fill out and include the Expense Reimbursement Form.
- * Detailed meal receipts itemizing all food and drink must be obtained from vendor. A credit card receipt alone is not sufficient documentation.
- * Seat upgrade fees are not an allowable expense and will be at your own expense.
- * Meals provided at conferences need to be deducted from per diem table.
- * Alcohol is not allowable and will be at your own expense.
- * Tip Maximum is 20% of before tax subtotal.
- * Lodging & Registration that exceed the discounted rate for block conference may be at your own expense if request was made after the deadline.
- * Breakfast is allowable if you are required to leave before 6:30 AM or on overnight travel (stayed away previous night).
- * Lunch is allowable on overnight travel, if you are required to leave before 11:00 AM or return after 2:00 PM.
- * Dinner is allowable on overnight travel, if you are required to leave before 5:00 PM or return after 7:00 PM.
- * Meals are not reimbursable if the employee eats within 20 miles of Omaha, unless during training or a business meeting is taking place during the meal.
- * Personal Mileage is eligible for reimbursement if MAPA vehicles are not available. If a vehicle is not available for each trip, staff members are responsible to ensure that agency vehicles are used for the longest trips.



FY 2018 Per Diem Rates for St. Louis, Missouri

(October 2017 - September 2018)

Cities not appearing below may be located within a county for which rates are listed. To determine what county a city is located in, visit the National Association of Counties (NACO) website (a non-federal website).

October 2017 - September 2018 The following rates apply for **St. Louis, Missouri**. Max lodging by month (excluding taxes.) The last column is the Meals and Incidental Expense (M&IE) rate.

Primary Destination (1, 2)	County (3, 4)	2017 Oct	Nov	Dec	2018 Jan	Feb	Mar	Apr	Мау	Jun	Jul	Aug	Sep	M&IE (5)
St. Louis	St. Louis / St. Louis City / St. Charles / Crawford / Franklin / Jefferson / Lincoln / Warren / Washington	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$54

Footnotes

- 1. Traveler reimbursement is based on the location of the work activities and not the accommodations, unless lodging is not available at the work activity, then the agency may authorize the rate where lodging is obtained.
- 2. Unless otherwise specified, the per diem locality is defined as"all locations within, or entirely surrounded by, the corporate limits of the key city, including independent entities located within those boundaries."
- 3. Per diem localities with county definitions shall include" all locations within, or entirely surrounded by, the corporate limits of the key city as well as the boundaries of the listed counties, including independent entities located within the boundaries of the key city and the listed counties (unless otherwise listed separately)."
- 4. When a military installation or Government-related facility (whether or not specifically named) is located partially within more than one city or county boundary, the applicable per diem rate for the entire installation or facility is the higher of the rates which apply to the cities and/or counties, even though part(s) of such activities may be located outside the defined per diem locality.
- 5. Meals and Incidental Expenses, see Breakdown of M&IE Expenses for important information on first and last days of travel.

METROPOLITAN AREA PLANNING AGENCY 2222 Curning Street Omaha, Nebraska 68102

Subcontractor's Payment Authorization

Contractor: Pictometry

Contract Approved by Board of Directors: January 2016

Contract Amount not to exceed: \$1,386,698.00

Final Payment

1. <u>Computation of Payment</u>

Bill to Date	\$1,386,698.00
Less Previous Payments	\$ <u>924,466.00</u>

Payment Due this Date \$462,232.00

2. Payment Approved

RECOMMENDED PAYMENT BY:

Responsible Charge / Staff Member

Program Director

Executive Director

Payment approved by Finance Committee

Treasurer

Payment approved by Board of Directors

Chair, MAPA Board of Directors



Pictometry International Corp. 25 Methodist Hill Drive Rochester, NY 14623 Phone: (585)-486-0093 accountsreceivable@eagleview.com

Bill To

Metropolitan Area Planning Agency,NE Greg Youell, -Executive Director 2222 Cuming Street Omaha NE 68102-4328 United States

INVOICE

Date	
6/16/2016	

INV016177

INVOICE #

Ship To

Metropolitan Area Planning Agency,NE Greg Youell, -Executive Director 2222 Cuming Street Omaha NE 68102-4328 United States

Customer ID A123660	PO Number	Payment Term Net 730	Order # C126029	Salesperson Doug Tonnemacher	Ship Date 6/16/2016
Qty	Description				Amount
1	FLIGHT#2 YR3	- Due 6/16/2018			\$462,232.00

Subtotal	\$462,232.00
Тах	\$0.00
Total	\$462,232.00
Deposits/Credits	\$0.00
Total Due (USD)	\$462,232.00

Please make checks payable to Pictometry International Corp.



MAPA Subcontractor Payment Authorization

Contract Number:	1890310004
Contract Party:	Smart Growth America
Contract Descriptioin:	National Complete Streets Coalition Workshop
Contract Approved by Board of Directors:	February 22, 2018
Contact Amount:	\$12,500.00
Match Amount:	\$0.00
Contract Period:	February 22, 2018 - June 30,2018
5	

Final Payment

1. Computation of Payment

Bill to Date	\$ 12,500.00
Less Previous Payments	\$ <u> </u>
Payment Due this Date	\$ 12,500.00

2. Payment Approved

RECOMMENDED PAYMENT BY:

Responsible Charge / MAPA Staff Member

Department Manager

Executive Director

Payment approved by Finance Committee

Date

MAPA Treasurer/Finance Committee Member

÷.

Payment approved by Board of Directors

Date

MAPA Board Chair/Member





1152 15th Street NW Suite 450 Washington, DC 20005 Telephone: 202-207-3355 Fax: 202-207-3349 **Federal EIN: 27-0038938** **DATE:** May 18, 2018 **INVOICE #** 18-SGA-284

FOR: Council Bluffs Complete Streets Technical Assistance PROJECT NO. 1203-FFSTA0 Contract: Task 106

BILL TO: Mike Helgerson Omaha Council Bluffs Metropolitan Area Planning Agency 2222 Cuming Street Omaha, NE 68102-4328

DESCRIPTION	特徴会社に	AMOUNT	5 - S - S - S - S
Omaha Council Bluffs Metropolitan Area Planni Technical Assistance:	ng Agency	\$12,500	
Planning, Workshop, Summary Memo and Follo	Planning, Workshop, Summary Memo and Follow-up		
			······
Please reference the above-mentioned invo	ico numbor on l		
Flease relefence the above-mentioned invo	ice number on y		
	SUBTOTA	AL \$	12,500.00
	TAX RAT	re	0.00%
<i>i</i> c	SALES TA	x	
Make all checks payable to Smart	ОТНЕ	R	-
Growth America	ΤΟΤΑ	AL \$	12,500.00

THANK YOU FOR YOUR BUSINESS!

CONTRACT COVER PLATE

CONTRACT IDENTIFICATION

- 1. Contract Number: 1990310006
- 2. Project: Pottawattamie County GIS Activities FY19
- 3. Effective Date: July 1, 2018
- 4. Completion Date: June 30, 2019

CONTRACT PARTIES

5. Contractor Name and Address:

Pottawattamie County GIS Coordinator 223 S 6th Street Council Bluffs, IA 51501

6. The Planning Agency:

The Omaha-Council Bluffs Metropolitan Area Planning Agency 2222 Cuming Street Omaha, Nebraska 68102

ACCOUNTING DATA

7. Contract – not to exceed \$30,000 FHWA PL Funds, plus minimum \$ 12,857 in local matching funds.

Allotted - \$30,000 FHWA PL Funds, CFDA Number 20.205

8. Administrative Fee: Contractor shall pay the Planning Agency an administrative fee of \$1,500 equal to 5% of the federal portion of this agreement. Federal funds from this agreement shall not be used to pay the administrative fee.

DATES OF SIGNING AND MAPA BOARD APPROVAL

- 9. Date of MAPA Board Approval -
- 10. Date of County Approval
- 11. Legal Review -
- 12. Date of State Concurrence -

AGREEMENT

FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this first day of July, 2018 by and between Pottawattamie County, Iowa on behalf of the GIS Department, 223 S 6th Street, Council Bluffs, IA 51501 (hereinafter referred to as "the County") 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 and within the MAPA FY 2019 Unified Work Program (hereinafter referred to as the "FY 2019 Program").

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

1. EMPLOYMENT OF THE COUNTY

The County agrees to undertake certain transportation planning activities identified in 23 USC Section 134; 23 CFR Part 420, subpart A, and Part 450, subpart C and incorporated into MAPA's FY 2019 Program Exhibit I and incorporated hereto by reference. This Agreement shall be subject to all required provisions of the Iowa Department of Transportation ("IDOT") Agreement Project No. ______ attached as Exhibit II and incorporated hereto by reference.

2. AREA COVERED

The area to be covered in the study under this Agreement shall be Pottawattamie County, Iowa.

3. SCOPE OF SERVICES

A. The County shall do, perform, and carry out the duties stated herein and in accordance with MAPA's FY 2019 Unified Work Program for transportation planning activities for the Omaha-Council Bluffs Metropolitan Area. The work will include the various work activities within work element 310 identified below and Exhibit III.

Pottawattamie County GIS Activities (31001)

Pottawattamie County will conduct a GIS program including creating, maintaining, and managing ongoing geospatial data. Pottawattamie County will accurately develop and maintain data sets and tools supporting transportation planning, modeling, analysis, and forecasting. Data sets will include, but not be limited to, streets, right-of-way, land records (lots, parcels, subdivisions, etc.), section corners, zoning, and annexations. Funding will support staff time for the aforementioned activities. Implementing the natural resources inventory and coordinating open data resources with other county GIS departments.

- B. The County shall develop progress reports documenting their work activities and studies undertaken under the terms of this Agreement. These reports shall be of a quality suitable for publication, but will not ordinarily be intended for wide distribution. The documents shall be written in a style and form suitable for a technical audience rather than the mass public. Such reports shall contain the following information:
 - 1. Activities completed in the quarter.

- 2. Percentage completion.
- 3. Number of hours completed by employee by activity for the quarter.
- 4. Activities to be completed next quarter.
- 5. Any existing or expected concerns about completed the activities included in the scope.
- C. The aforementioned reports shall be prepared for no less than the work activities specifically cited within Section 3, Scope of Services. The remaining work activities within the FY 2019 Program may be documented in a single report or additional reports as is mutually agreeable to MAPA and the County.
- D. The County will cooperate with MAPA in the preparation of information and reports to meet in a timely manner, the requirements of IDOT. MAPA will be provided a copy of data and reports developed as a result of this Agreement.
- E. The County will be available to provide quarterly oral reports to the MAPA Transportation Technical Advisory Committee and the MAPA Board of Directors when necessary, and will submit written quarterly progress reports. These progress reports will provide, for work element 310 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 thirty (30) days after the end of each quarter.

4. PERSONNEL

- A. The County 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 County 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 IDOT.

5. TIME OF PERFORMANCE

The County agrees to perform the services of this Agreement as outlined in the FY 2019 Program and stated herein, within the time of this Agreement. The agreement shall cover work performed beginning July 1, 2018 and ending June 30, 2019.

6. COMPENSATION

Contingent upon receipt of Federal Highway Administration (FHWA) PL funds from IDOT under Agreement Project No. _____, MAPA agrees to pay for the services rendered by the County

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 thirty thousand dollars (\$30,000) less independent audit and inspection fees, unless acceptable compliance with 2 CFR 200 can be substituted. The County agrees to contribute in cash or in services a minimum requirement of twelve thousand eight hundred fifty-seven dollars (\$12,857). Services shall be defined as staff time paid with non-federal dollars or equipment purchased with non-federal dollars. (Exhibit III)

Payments for work under this agreement will be made based on actual costs up to a Maximum-Not-To-Exceed amount identified in the preceding paragraph. Actual costs include direct labor costs, direct non-labor costs, and overhead costs.

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

a. <u>Hourly Rates:</u> 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. If overtime hours are worked on this project, the premium pay portion of those hours is not allowable as a direct labor cost. For salaried employees, the hourly earnings rate shall be their actual hourly rate as recorded in the County's accounting books of record.

b. <u>Time Reports</u>: 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. <u>Direct Non-Labor Costs:</u> 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. Purchases of such items should follow federal funding procurement process. 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 County'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.

County 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.

7. ADMINISTRATIVE FEE

The County agrees to pay MAPA an administrative fee of one thousand five hundred fifty dollars (\$1,500). MAPA in exchange shall monitor compliance with grant requirements, review and

approve payment authorizations and submit to the federal agency for payment. Sources of funding for this administrative fee shall come from non-federal funds.

8. ACCOUNTING RECORDS

- A. The County 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 County shall establish and maintain separate accounts for expenditures under this Agreement.
- D. If necessary, the Federal award information needed for SEFA includes:

Federal Grantor: US Department of Transportation - Federal Highway Administration
Pass-Through Grantor: Omaha-Council Bluffs Metropolitan Area Planning Agency
Program Title: Highway Planning and Construction
CFDA Number: 20.205

Project Number: 1990310006

- E. The County 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, FHWA 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 FHWA-MAPA audit is completed, resolved and closed.
- F. The County shall at all times afford a representative of MAPA, FHWA, 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 County under this Agreement is found to be ineligible for reimbursement from the sponsoring federal agency, the County shall pay such amount back to MAPA.

9. SUBMISSION OF VOUCHERS/INVOICES

A. The County 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 and 3E of this Agreement. Said reports shall account for the expenditure of Federal and the County shares, shall indicate work program percentage completion, and shall contain a

statement of the County's estimate of the percentage of work completed and be signed by a responsible representative of the County 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 IDOT that all requirements hereunder have been completed, which determination shall not be unreasonably withheld. Promptly after receipt of the County's invoices, and following receipt of funds from IDOT under Agreement Project No._____, MAPA shall make payment thereon to the County. MAPA may withhold ten percent (10%) of the total compensation pending a final audit of this Agreement, 120 days from the end date of this agreement.

- B. All invoices shall be taken from the books of account kept by the County and the County shall have available copies of payroll distribution, receipted bills or other documents reasonably required by MAPA. The County shall use actual labor rates for billing purposes.
- C. The County shall have available a listing of all the County 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 County, whose time is directly assignable to this FY 2019 Program, shall keep and sign a time record showing the work element and work activity of the FY 2019 Program, date and hours worked, and title of position.
- D. It is understood that reimbursement for out-of-state (other than Nebraska, Iowa and Kansas) travel costs, will not be requested unless written prior approval for such travel has been given by MAPA and the State. The rate of reimbursement will be that allowed by the State for travel by its own employees.
- E. If the FHWA notifies MAPA that a cost item (as identified in the cost circulars and regulations identified herein) paid to the County under this Agreement is not eligible for funding by the FHWA, then the County shall reimburse to MAPA the amount of the ineligible cost item.

10. TERMINATION OF AGREEMENT FOR CAUSE

A. If, through any cause, the County shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the County shall violate any of the covenants, agreements, or stipulations of this Agreement, or refuse to accept changes required by IDOT, MAPA shall thereupon have the right to terminate this Agreement by giving written notice to the County 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 County shall be made available to MAPA, and the County 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 Agreement may be terminated because of circumstances beyond the control of MAPA or the County.

11. CHANGES

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

12. ASSIGNABILITY

Neither the County 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.

13. 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. Each party agrees to cooperate in the defense or settlement negotiation of such claim, action, or proceeding. 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 or any other applicable workers' compensation law 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.

14. CONFLICT OF INTERES LAWS

The County shall review the Conflict of Interest provisions of 23 CFR 1.33, 49 CFR 18.36(b)(3) and 2 CFR, and agrees to comply with all the conflict of Interest provisions (including applicable State and local provisions) in order for the Eligible Planning Activities to remain fully eligible for State of lowa and Federal funding.

15. 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 County and the following:

"The preparation of this report, document, etc. was financed in part through a Federal grant from the Department of Transportation under the Transportation Planning Program authorized under 23 USC Section 134."

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.

16. PUBLICATION OR RELEASE OF INFORMATION

- A. Papers, interim reports, forms or other material which are a part of the work under this Agreement shall not be copyrighted without written approval of IDOT and FHWA.
- 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 the FHWA. However, if IDOT or FHWA 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 IDOT or the Federal Highway Administration."
- D. In the event of failure of agreement between IDOT and the County relative to the publication of any reports during the period of the Agreement, each party reserves the right to publish independently, in which event the nonoccurrence 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.

17. FAIR EMPLOYMENT PRACTICES

Both Parties agree that in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101-48-1126, and all regulation relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in SECTION 22. TITLE VI NONDISCRIMINATION CLAUSES of this Agreement. The reference to "Contractor" in this section also means "County".

18. DISABILITIES ACT

The County agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this Agreement by reference.

19. RESIDENCY VERIFICATION

Each party shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the States of Iowa and 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.

20. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

- A. The County shall ensure that disadvantaged business enterprises as defined in 49 CFR Part
 26 shall have the maximum opportunity to participate in the performance of contracts finance in whole or in part with Federal Funds under this Agreement
- B. The County and MAPA shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts finance in whole or in part with Federal Funds provided under this Agreement. In this regard, the County shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. MPO shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FHWA assisted contracts.

21. TITLE VI NONDISCRIMINATION CLAUSES

During the performance of this Agreement, the County, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations:

The County shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

B. Nondiscrimination:

The County with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of disability, race, color, sex, age, disability, religion or national origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The County shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the contract covers a program set forth in Appendix "A", "B", and "C" of Part 21 of the Regulation.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations either by competitive bidding or negotiation made by the County for work to be performed under a subcontract, including procurements of materials or equipment, each potential sub-contractor or supplier shall be notified by the County of the County's obligations under this agreement and the Regulation relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.

D. Information and Reports:

The County shall provide all information and reports required by the federal regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the MPO, State of Nebraska or FHWA to be pertinent to ascertain compliance with such federal regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the County shall so certify to the State of Nebraska or FHWA as appropriate and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance:

In the event of the County's noncompliance with the nondiscrimination provisions of this Agreement, the MPO will impose such contract sanctions as it or FHWA may determine to be appropriate, including but not limited to,

a. Withholding of payments to the County under this Agreement until the County complies, and/or

- b. Cancellation, termination or suspension of this Agreement, in whole or in part.
- F. Incorporation of Provisions:

The County shall include the provision of section 22.A through 22.F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The County shall take such action with respect to any subcontract or procurement as the MPO or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the County may request the MPOR to enter into such litigation to protect the interests of the MPO, and in addition, the County may request the United States to enter into such litigation to protect the interests of the interests of the United States.

22. APPLICABLE LAW AND VENUE

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

23. 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.

24. CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a

Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, sub-grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite from making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

25. DRUG FREE POLICY

Both parties have established and maintain drug free workplace policies.

26. PUBLIC BENEFITS

With regard to Neb. Rev. Stat. §§ 4-108 – 113, neither Party is an individual or sole proprietorship. Therefore, neither Party is subject to the public benefits attestation and related requirements of Neb. Rev. Stat. §§ 4-108 – 113.

27. INDEPENDENT CONTRACTOR

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts that either Party or its personnel, employees, agents, contractors, or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. None of the Parties nor its personnel, employees, agents, contractors, or servants shall be entitled to any benefits of the other. The Parties shall not provide any insurance coverage to the other or their employees including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Neither Party shall have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All

acts and contracts of each shall be in its own name and not in the name of the other, unless otherwise provided herein.

28. COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874 and 40 U.S.C. 276c) - (If applicable)

The County 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.

29. DAVIS-BACON ACT, as amended (40 U.S.C. 276a to a-7) – (If applicable)

The County 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.

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

The County 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 11/2 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.

31. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGEEMENT - (If applicable)

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.

32. DEBAREMENT AND SUSPENSION (E.O.s 12549 and 12689)

The County 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]

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: Chair, Board of Directors				
		POTTAWATTAMIE COUN	TY, NEBRASKA			
Attest:		by	DATE:			
		Printed Name				
		Title				
APPROVED AS TO LEGAL FO	RM					
DATE	_, 20					
Signed						

MAPA Legal Counsel

MAPA FY-2019 PL Funding Request

Jurisdiction: Pottawattamie County Project Name: Pottawattamie County GIS Project Description: Pottawattamie County GIS Program

Natural Resources Inventory

Pottawattamie County GIS will continue to support the Natural Resources Inventory by preparing for and attending the monthly meetings, fulfilling action items from those meetings, and supporting the uploading tools that are used be the area agencies.

Regional Data Portal

Pottawattamie County GIS will coordinate with MAPA and the area GIS agencies to bring MAPA's ArcGIS online account to fruition.

Data Maintenance

Pottawattamie County GIS actively maintains many transportation-related geographic datasets that are offered in paper form, served and viewable via web applications and are also available for download at www.iowagisdata.org. These datasets are maintained with a high degree of accuracy using legal documents which are recorded and kept on record by various county departments. The GIS Department employs highly skilled staff who use complex GIS software to keep this data up-to-date and relevant. The data is shared with local jurisdictions in the MAPA region as well as engineering companies doing work in our County. It is used in transportation planning, modeling, analysis, and construction.

The transportation-related geographic datasets include the following:

- Road Centerlines
- Right-of-Way
- Landrecords (lots, parcels, subdivisions, etc.)
- Section Corners
- Zoning
- Annexations
- Basemap (used for the websites)

Website Maintenance

The GIS staff also serves the data via several web applications, as mentioned above. These applications make the GIS data, maps, and queries available externally to the general public and internally for our Secondary Roads Department. These applications require maintenance and configuration. The list of sites includes:

- Public-facing GIS Website (gis.pottcounty-ia.gov)
- Internal Secondary Roads Website
- Internal Secondary Roads AVL Website

Deliverables:

Each of these projects uses a subset of data that Pottawattamie County GIS maintains. These datasets are and will continue to be available via the various services and applications used within the projects respectively (i.e. ArcGIS online, our publicly available GIS applications, NRI Portal, etc.). If, however, there are other datasets that MAPA needs for separate projects and/or services, we will always be open to sharing that data.

Budget:

Description	Employees	Hours	Hourly Rate	Total Expenses	Requested Amount	Local Match (30%)	
Project A: Natural Resources Inventory	Employee 1	36	\$45.86	\$1,650.96	\$1,155.67	\$495.29	
Project B: Regional Data Portal *	Employee 1	0	\$45.86	\$0.00	\$0.00	\$0.00	
Project C: Data	Employee 1	215	\$45.86	\$9,859.90	\$6,901.93	\$2,957.97	
Maintenance	Employee 2	450	\$34.25	\$15,412.50	\$10,788.75	\$4,623.75	
Project D: Website	Employee 1	10	\$45.86	\$458.60	\$321.02	\$137.58	
Maintenance	Employee 2	350	\$34.25	\$11,987.50	\$8,391.25	\$3,596.25	
Eringo Ponofita	Employee 1	261	\$17.64	\$4,604.04	\$3,222.83	\$1,381.21	
Fringe Benefits	Employee 2	800	\$15.62	\$12,496.00	\$8,747.20	\$3,748.80	
Total				\$56,469.50	\$39,528.65	\$16,940.85	
* Note: Pottawattamie County staff will support Project B, but the work and hours to support this							

project is insignificant and thus not worth reporting.



CONTRACT COVER PLATE

CONTRACT IDENTIFICATION

- 1. Contract Number: 1950310005
- 2. Project: 310 Metro Transit Planning FY 19
- 3. Effective Date: July 1, 2018
- 4. Completion Date: June 30, 2019

CONTRACT PARTIES

5. Contractor Name and Address:

The Transit Authority, City of Omaha (Doing Business As Metro) 2222 Cuming Street Omaha, NE 68102

6. The Planning Agency:

The Omaha-Council Bluffs Metropolitan Area Planning Agency 2222 Cuming Street Omaha, Nebraska 68102

ACCOUNTING DATA

7. Contract – not to exceed \$60,000 FTA PL Funds, plus minimum \$25,714 in local matching funds.

Allotted - \$60,000 FTA PL Funds, CFDA Number 20.505

8. Administrative Fee: Contractor shall pay the Planning Agency an administrative fee of \$3,000 equal to 5% of the federal portion of this agreement. Federal funds from this agreement shall not be used to pay the administrative fee.

DATES OF SIGNING AND MAPA BOARD APPROVAL

- 9. Date of MAPA Board Approval -
- 10. Date of Metro Approval
- 11. Legal Review -
- 12. Date of State Concurrence -

AGREEMENT

FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this first day of July, 2018 by and between Transit Authority, City of Omaha, 2222 Cuming Street, Omaha, NE 68102 (hereinafter referred to as "Metro") 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 and within the MAPA FY 2019 Unified Work Program (hereinafter referred to as the "FY 2019 Program").

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

1. EMPLOYMENT OF METRO

Metro agrees to undertake certain transportation planning activities identified in 23 USC Section 134; 23 CFR Part 420, subpart A, and Part 450, subpart C and incorporated into MAPA's FY 2019 Program Exhibit I and incorporated hereto by reference. This Agreement shall be subject to all required provisions of the Nebraska Department of Transportation ("NDOT") Agreement C990(019) attached as Exhibit II and incorporated hereto by reference.

2. AREA COVERED

The area to be covered in the study under this Agreement shall be Omaha, Nebraska and surrounding area with transit service.

- 3. SCOPE OF SERVICES
 - A. Metro shall do, perform, and carry out the duties stated herein and in accordance with MAPA's FY 2019 Unified Work Program for transportation planning activities for the Omaha-Council Bluffs Metropolitan Area. The work will include the various work activities within work element 310 identified below and Exhibit III.

Metro Transit Planning Activities (31001)

Metro Transit will conduct various planning activities to support the regional transit system. Activities will include refining service changes implemented in June 2016 based on the Heartland Connections Regional Transit Vision recommendations, coordinating transit with Heartland 2050, managing the Transit Development Plan, and analyzing the recent onboard survey to implement changes.

- B. Metro shall develop progress reports documenting their work activities and studies undertaken under the terms of this Agreement. These reports shall be of a quality suitable for publication, but will not ordinarily be intended for wide distribution. The documents shall be written in a style and form suitable for a technical audience rather than the mass public. Such reports shall contain the following information:
 - 1. Activities completed in the quarter.
 - 2. Percentage completion.
 - 3. Number of hours completed by employee by activity for the quarter.
 - 4. Activities to be completed next quarter.

- 5. Any existing or expected concerns about completed the activities included in the scope.
- C. The aforementioned reports shall be prepared for no less than the work activities specifically cited within Section 3, Scope of Services. The remaining work activities within the FY 2019 Program may be documented in a single report or additional reports as is mutually agreeable to MAPA and Metro.
- D. Metro will cooperate with MAPA in the preparation of information and reports to meet in a timely manner, the requirements of NDOT. MAPA will be provided a copy of data and reports developed as a result of this Agreement.
- E. Metro will be available to provide quarterly oral reports to the MAPA Transportation Technical Advisory Committee and the MAPA Board of Directors when necessary and will submit written quarterly progress reports. These progress reports will provide, for work element 310 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 thirty (30) days after the end of each quarter.

4. PERSONNEL

- A. Metro 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 Metro 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 NDOT.

5. TIME OF PERFORMANCE

Metro agrees to perform the services of this Agreement as outlined in the FY 2019 Program and stated herein, within the time of this Agreement. The agreement shall cover work performed beginning July 1, 2018 and ending June 30, 2019.

6. COMPENSATION

Contingent upon receipt of Federal Transit Administration (FTA) PL funds from NDOT under Agreement C990(019), MAPA agrees to pay for the services rendered by Metro 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 sixty thousand dollars (\$60,000) less independent audit and inspection fees, unless acceptable compliance with 2 CFR 200 can be substituted. Metro agrees to contribute in cash or in services a minimum requirement of twenty-five thousand seven hundred

fourteen dollars (\$25,714). Services shall be defined as staff time paid with non-federal dollars or equipment purchased with non-federal dollars. (Exhibit III)

Payments for work under this agreement will be made based on actual costs up to a Maximum-Not-To-Exceed amount identified in the preceding paragraph. Actual costs include direct labor costs, direct non-labor costs, and overhead costs.

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

a. <u>Hourly Rates:</u> 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. If overtime hours are worked on this project, the premium pay portion of those hours is not allowable as a direct labor cost. For salaried employees, the hourly earnings rate shall be their actual hourly rate as recorded in Metro's accounting books of record.

b. <u>Time Reports</u>: 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. <u>Direct Non-Labor Costs:</u> 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. Purchases of such items should follow federal funding procurement process. 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 Metro'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.

Metro 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.

7. ADMINISTRATIVE FEE

Metro agrees to pay MAPA an administrative fee of three thousand dollars (\$3,000). MAPA in exchange shall monitor compliance with grant requirements, review and approve payment authorizations and submit to the federal agency for payment. Sources of funding for this administrative fee shall come from non-federal funds.

8. ACCOUNTING RECORDS

- A. Metro 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. Metro shall establish and maintain separate accounts for expenditures under this Agreement.

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: Metropolitan Transportation Planning
 CFDA Number: 20.505
 Project Number: 1950310005

- E. Metro 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. Metro 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 Metro under this Agreement is found to be ineligible for reimbursement from the sponsoring federal agency, Metro shall pay such amount back to MAPA.

9. SUBMISSION OF VOUCHERS/INVOICES

A. Metro 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 and 3E of this Agreement. Said reports shall account for the expenditure of Federal and Metro shares, shall indicate work program percentage completion, and shall contain a statement of Metro's estimate of the percentage of work completed and be signed by a responsible representative of Metro 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 NDOT that all requirements hereunder have been completed, which determination shall not be unreasonably withheld. Promptly after receipt of Metro's invoices and following receipt of funds from NDOT under Agreement Project No. C990(019), MAPA shall make payment thereon to Metro. MAPA may withhold ten percent (10%) of the total compensation pending a final audit of this Agreement, 120 days from the end date of this agreement.

- B. All invoices shall be taken from the books of account kept by Metro and Metro shall have available copies of payroll distribution, receipted bills or other documents reasonably required by MAPA. Metro shall use actual labor rates for billing purposes.
- C. Metro shall have available a listing of all Metro 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 Metro, whose time is directly assignable to this FY 2019 Program, shall keep and sign a time record showing the work element and work activity of the FY 2019 Program, date and hours worked, and title of position.
- D. It is understood that reimbursement for out-of-state (other than Nebraska, Iowa and Kansas) travel costs, will not be requested unless written prior approval for such travel has been given by MAPA and the State. The rate of reimbursement will be that allowed by the State for travel by its own employees.
- E. If the FTA notifies MAPA that a cost item (as identified in the cost circulars and regulations identified herein) paid to Metro under this Agreement is not eligible for funding by the FTA, then Metro shall reimburse to MAPA the amount of the ineligible cost item.

10. TERMINATION OF AGREEMENT FOR CAUSE

- A. If, through any cause, Metro shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Metro shall violate any of the covenants, agreements, or stipulations of this Agreement, or refuse to accept changes required by NDOT, MAPA shall thereupon have the right to terminate this Agreement by giving written notice to Metro 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 Metro shall be made available to MAPA, and Metro 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 Agreement may be terminated because of circumstances beyond the control of MAPA or Metro.

11. CHANGES

Metro or MAPA may, from time to time, request changes in the Scope of Services set forth in this Agreement, which are to be performed by Metro. Such changes, including any increase or decrease in the amount of Metro's compensation, which are mutually agreed upon by and between MAPA

and Metro, and subject to the approval of the NDOT, shall be incorporated in written amendments to this Agreement and duly executed by authorized officials of the Parties.

12. ASSIGNABILITY

Neither Metro 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.

13. 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. Each party agrees to cooperate in the defense or settlement negotiation of such claim, action, or proceeding. 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 or any other applicable workers' compensation law 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.

14. CONFLICT OF INTERES LAWS

A. Metro shall review the Conflict of Interest provisions of 23 CFR 1.33, 49 CFR 18.36(b)(3) and 2 CFR, and agrees to comply with all the conflict of Interest provisions (including applicable State and local provisions) in order for the Eligible Planning Activities to remain fully eligible for State of Nebraska and Federal funding. Metro should review, understand and follow the instruction provided in the NDOR CONFLICT OF INTERST GUIDANCE DOCUMENT FOR LPA OFFICIALS, EMPLOYEES 7 AGENTS FOR LOCAL FEDERAL-AID TRANSPORATATION PROJECTS located on the State of Nebraska's website:

http://dot.nebraska.gov/media/7349/coi-guidance-doc-lpa.pdf

B. Metro must also complete, sign and submit to MAPA, the NDOR CONFLICT OF INTEREST DISCLOSURE FORM FOR LPAS FOR LOCAL FEDERAL-AID TRANSPORATION PROJECTS. This form is located on the State of Nebraska's website,

http://dot.nebraska.gov/media/7323/coi-disclosure-doc-lpa.pdf

15. 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, Metro and the following:

"The preparation of this report, document, etc. was financed in part through a Federal grant from the Department of Transportation under the Transportation Planning Program authorized under 23 USC Section 134."

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.

16. PUBLICATION OR RELEASE OF INFORMATION

- A. Papers, interim reports, forms or other material which are a part of the work under this Agreement shall not be copyrighted without written approval of NDOT and 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 the FTA. However, if NDOT or 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 NDOT or the Federal Highway Administration."
- D. In the event of failure of agreement between NDOT and Metro relative to the publication of any reports during the period of the Agreement, each party reserves the right to publish independently, in which event the nonoccurrence 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.

17. FAIR EMPLOYMENT PRACTICES

Both Parties agree that in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101-48-1126, and all regulation relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in SECTION 22. TITLE VI NONDISCRIMINATION CLAUSES of this Agreement. The reference to "Contractor" in this section also means "Metro".

18. DISABILITIES ACT

Metro agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this Agreement by reference.

19. 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.

20. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

- A. Metro shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts finance in whole or in part with Federal Funds under this Agreement
- B. Metro and MAPA shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts finance in whole or in part with Federal Funds provided under this Agreement. In this regard, Metro shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. MPO shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FTA assisted contracts.

21. TITLE VI NONDISCRIMINATION CLAUSES

During the performance of this Agreement, Metro, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations:

Metro shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

B. Nondiscrimination:

Metro with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of disability, race, color, sex, age, disability, religion or national origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. Metro shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the contract covers a program set forth in Appendix "A", "B", and "C" of Part 21 of the Regulation.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations either by competitive bidding or negotiation made by Metro for work to be performed under a subcontract, including procurements of materials or equipment, each potential sub-contractor or supplier shall be notified by Metro of Metro's obligations under this agreement and the Regulation relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.

D. Information and Reports:

Metro shall provide all information and reports required by the federal regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the MPO, State of Nebraska or FTA to be pertinent to ascertain compliance with such federal regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, Metro shall so certify to the State of Nebraska or FTA as appropriate and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance:

In the event of Metro's noncompliance with the nondiscrimination provisions of this Agreement, the MPO will impose such contract sanctions as it or FTA may determine to be appropriate, including but not limited to,

- a. Withholding of payments to Metro under this Agreement until Metro complies, and/or
- b. Cancellation, termination or suspension of this Agreement, in whole or in part.

F. Incorporation of Provisions:

Metro shall include the provision of section 22.A through 22.F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. Metro shall take such action with respect to any subcontract or procurement as the MPO or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, Metro may request the MPOR to enter into such litigation to protect the interests of the MPO, and in addition, Metro may request the United States to enter into such litigation to protect the interests of the United States.

22. APPLICABLE LAW AND VENUE

Parties to this Agreement shall conform to all existing and applicable city 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. Venue for any non-federal legal proceeding under this Agreement shall be in the State of Nebraska, District Court of Douglas County and for any federal legal proceeding in the United States District Court for the State of Nebraska located in Omaha Nebraska.

23. 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.

24. CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, sub-grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite from making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

25. DRUG FREE POLICY

Both parties have established and maintain drug free workplace policies.

26. PUBLIC BENEFITS

With regard to Neb. Rev. Stat. §§ 4-108 – 113, neither Party is an individual or sole proprietorship. Therefore, neither Party is subject to the public benefits attestation and related requirements of Neb. Rev. Stat. §§ 4-108 – 113.

27. INDEPENDENT CONTRACTOR

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts that either Party or its personnel, employees, agents, contractors, or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. None of the Parties nor its personnel, employees, agents, contractors, or servants shall be entitled to any benefits of the other. The Parties shall not provide any insurance coverage to the other or their employees including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding,

workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Neither Party shall have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other, unless otherwise provided herein.

28. COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874 and 40 U.S.C. 276c) - (If applicable)

Metro 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.

29. DAVIS-BACON ACT, as amended (40 U.S.C. 276a to a-7) – (If applicable)

Metro 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.

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

Metro 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 11/2 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.

31. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGEEMENT - (If applicable)

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.

32. DEBAREMENT AND SUSPENSION (E.O.s 12549 and 12689)

Metro and all subcontractors assert the organization or individuals are not listed on the governmentwide 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]

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 <u>DATE:</u> Chair, Board of Directors	
	TRANSIT AUTHORITY, CIT	Ύ ΟΓ ΟΜΑΗΑ
Attest:	by	DATE:
	Printed Name	
	Title	
APPROVED AS TO LEGAL FORM		
DATE, 20		
Signed MAPA Legal Counsel		



MAPA Unified Work Program

Description of Projects FY-2019

TRANSIT/HUMAN SERVICE TRANSPORTATION (440)

440.02 Short-Range and Service Planning

In FY2019, staff will study trends in ridership, route performance, and customer feedback from the onboard survey conducted in the fall of 2017. This survey contributes baseline data for the Transit Development Plan, which will evaluate current service, make recommendations for system adjustments, and incorporate regional partners in the planning of future transit service. Staff also will study alternatives for changes to the bus network to coordinate with the upcoming Bus Rapid Transit (BRT) project on the Dodge corridor (anticipated to begin service in late 2019), which serves as the spine of the overall transit network.

440.03 Long Range Transit Planning

Metro will coordinate with implementation efforts of the Heartland 2050 plan to monitor the region's progress towards the vision goals highlighted in the plan. Additionally, Metro staff will coordinate with regional partners to complete the Transit Development Plan, which will serve as the bridge between current transit service and the region's long-range vision.

440.08 Transit Service Standards

Ridership, service interruption, on time performance, and other reporting will be conducted during FY2019. Report information will be used to monitor existing service and aid in identifying potential areas for future transit improvement. All required information from such reports will be submitted to the National Transit Database (NTD) on a monthly basis.

440.16 Program Certification

During FY2019, Metro will conduct a weekly random sample of four (4) one-way transit trips to measure boarding and alighting activity, contributing to an annual sample size of 208 trips. This information will be used to calculate average passenger trip length, reported to the National Transit Database (NTD) on an annual basis. Additionally, this data will be compiled annually to monitor vehicle assignment, on-time performance, and vehicle load in conformance with Metro's Title VI plan, to ensure equitable distribution and operation of service and equipment to low income and minority populations.

METRO Exhibit III: Scope of METRO						
MAPA 546-600						
2018-2019						
	Project Hours	Project Dollars				
MAPA PROJECTS						
440.02 - Short-Range and Service Planning						
Schweitz, Evan M (22959)	1,050.00					
Andry, Alicia (22964)	256.00					
TOTAL FOR 440.02	1,306.00	\$49,467.00				
440.03 - Long-Range Transit Planning						
Schweitz, Evan M (22959)	262.50					
Andry, Alicia (22964)	256.00					
TOTAL FOR 440.03	518.50	\$17,928.00				
440.08 - Transit Service Standards						
Schweitz, Evan M (22959)	87.50					
Andry, Alicia (22964)	170.70					
TOTAL FOR 440.08	258.20	\$8,444.00				
440.16 - Program Certification						
Schweitz, Evan M (22959)	0.00					
Andry, Alicia (22964)	341.30					
TOTAL FOR 440.16	341.30	\$9,876.00				
Total Labor	2,424.00	\$85,715.00				
		Total				
MAPA PORTION - 70%		\$60,000				
LOCAL MATCH - 30%		\$25,715				
		\$85,715				

MAPA CONTRACT COVER PLATE (Amendment 1)

CONTRACT IDENTIFICATION

- 1. Contract Number: 185022004
- 2. Project: 13th Street Walkability Study
- 3. Effective Date: Date of Written Notice to Proceed
- 4. Completion Date: December 31, 2018

CONTRACT PARTIES

5. Contractor Name and Address:

City of Omaha Public Works Department 1819 Farnam Street Omaha, NE 68183

6. The Planning Agency:

The Omaha-Council Bluffs Metropolitan Area Planning Agency 2222 Cuming Street Omaha, Nebraska 68102

ACCOUNTING DATA

7. Contract – not to exceed \$100,000 FHWA PL Funds, plus minimum \$25,000 in local matching funds.

Allotted - \$100,000 FHWA PL Funds, CFDA Number 20.205

DATES OF SIGNING AND MAPA BOARD APPROVAL

- 8. Date of MAPA Board Approval -
- 9. Date of City Approval

AMENDMENT TO THE AGREEMENT BETWEEN THE OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY AND CITY OF OMAHA

This amendatory agreement made and entered into as of this twenty-sixth day of June, 2018 by and between City of Omaha Public Works Department, 1819 Farnam Street, Omaha, NE 68183, (herein called "the City") and the Omaha-Council Bluffs Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska 68102 (herein called the "Planning Agency"),

WITNESSETH:

WHEREAS, the Planning Agency and the City entered into an agreement dated July 27, 2017 and,

WHEREAS, the parties to that Amendment now desire to amend the completion date as on the Contract Cover Plate of said Agreement and the Time of Performance paragraph on page 2 of said Agreement.

WHEREAS, the parties hereto do mutually agree as follows:

THAT, the Completion Date, on the Contract Cover plate of said Agreement dated July 27, 2017 be and is hereby amended to read as follows:

"Completion Date: December 31, 2018"

AND THAT, the Time of Performance paragraph on page 3 of said Agreement dated July 27, 2017 be and is hereby amended to read as follows:

"5. <u>Time of Performance.</u> The services of the City are to commence the date a written "Notice to Proceed" is issued and end December 31, 2018."

The parties hereto further agree that except as herein expressly provided the Agreement entered into by the parties on July 27, 2017 shall be unchanged and remain in full force and effect.

IN WITNESS WHEREOF the Planning Agency and the City have executed this Contract as of the date first above written.

CITY OF OMAHA

Attest:	Date	By	Date:

Printed Name

Title

OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY

Attest:	Date	By	Date:
		Board Chair	

MAPA CONTRACT COVER PLATE (Amendment 1)

CONTRACT IDENTIFICATION

- 1. Contract Number: 180227002
- 2. Project: Transit Development Plan
- 3. Effective Date: Date of Written Notice to Proceed
- 4. Completion Date: December 31, 2018

CONTRACT PARTIES

5. Contractor Name and Address:

The Transit Authority, City of Omaha (Doing business As Metro) 2222 Cuming Street Omaha, Nebraska 68102

6. The Planning Agency:

The Omaha-Council Bluffs Metropolitan Area Planning Agency 2222 Cuming Street Omaha, Nebraska 68102

ACCOUNTING DATA

7. Contract – not to exceed \$87,500 FHWA PL Funds, plus minimum \$21,875 in local matching funds.

Allotted - \$87,500 FHWA PL Funds, CFDA Number 20.205

DATES OF SIGNING AND MAPA BOARD APPROVAL

- 8. Date of MAPA Board Approval -
- 9. Date of Contractor Approval

AMENDMENT TO THE AGREEMENT BETWEEN THE OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY AND TRANSIT AUTHORITY, CITY OF OMAHA

This amendatory agreement made and entered into as of this twenty-sixth day of June, 2018 by and between Transit Authority, City of Omaha, 2222 Cuming Street, Omaha, NE 68102, (herein called "the Contractor") and the Omaha-Council Bluffs Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska 68102 (herein called the "Planning Agency"),

WITNESSETH:

WHEREAS, the Planning Agency and the Contractor entered into an agreement dated July 27, 2017 and,

WHEREAS, the parties to that Amendment now desire to amend the completion date as on the Contract Cover Plate of said Agreement and the Time of Performance paragraph on page 3 of said Agreement.

WHEREAS, the parties hereto do mutually agree as follows:

THAT, the Completion Date, on the Contract Cover plate of said Agreement dated July 27, 2017 be and is hereby amended to read as follows:

"Completion Date: December 31, 2018"

AND THAT, the Time of Performance paragraph on page 3 of said Agreement dated July 27, 2017 be and is hereby amended to read as follows:

"5. <u>Time of Performance</u>. The services of the Consultant are to commence the date a written notice to proceed is issued and end December 31, 2018."

The parties hereto further agree that except as herein expressly provided the Agreement entered into by the parties on July 27, 2017 shall be unchanged and remain in full force and effect.

IN WITNESS WHEREOF the Planning Agency and the Consultant have executed this Contract as of the date first above written.

TRANSIT AUTHORITY, CITY OF OMAHA

	Attest:	Date	Ву	Date:
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Printed Name

Title

OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY

Attest:	Date	_By	Date:
		Board Chair	

OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY RESOLUTION NUMBER 2018 – 33

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

THEREFORE, BE IT RESOLVED by the Board of Directors of MAPA that the Executive Director, Director of Finance and Operations and the MAPA Treasurer are hereby appointed Depositaries for MAPA for the deposit of all funds belonging to the agency effective July 1, 2018; and

BE IT FURTHER RESOLVED, that MAPA designates Nebraska Public Agency Investment Trust (NPAIT), Lincoln, NE and American National Bank as official depositories for all agency funds.

Passed on this 28th day of June, 2018

Rita Sanders, Chairperson MAPA Board of Directors

I HEREBY CERTIFY, that the foregoing is a true and correct copy of a resolution duly and legally adopted by the Board of Directors of the Omaha-Council Bluffs Metropolitan Area Planning Agency (MAPA) at a legal meeting on the 28th day of June, 2018

Patrick Bloomingdale MAPA Secretary/Treasurer

			Avg Salary				Avg High Salary	% of new avg salary
		Avg Current	with 3%	Min Current	Max Current	% new avg to	of Peers at Siilar	to avg high salary
PR Code	Positions	Salary	increase	Range	Range	range	Level	of peers
4	Administrative Asst II, Bookkeeper	44,803	46,147	38,331	53,000	53%	57,733	80%
5	GIS Tech, Graphics Asst	44,450	45,783	41,336	55,000	33%	55,715	82%
7	Assoc Planners	52,946	54,535	48,900	68,000	30%	65,993	83%
	HR Manager, Fiscal Officer, Information Officer,							
8	GIS Coordinator, Senior Planner	60,190	61,996	55,265	78,000	30%	100,625	62%
9	Project Manager	74,022	76,243	62,886	83,000	66%	75,748	101%
10	Department Manager	77,259	79,577	67,951	110,000	28%	169,196	47%
11	Finance/Operations Director	90,012	92,712	73,101	115,000	47%	169,196	55%
13	Executive Director	119,002	122,572	100,297	145,000	50%	278,249	44%
	Total averages	70,335.49	72,445.55	61,008.38	88,375.00	42%	121,556.78	60%

SECTION VII. MAPA FOUNDATION LOAN PROGRAMS

Program guidelines on each MAPA Foundation loan program shall be prepared and approved by the MAPA Finance Committee and MAPA Foundation Board. Said guidelines shall outline the purposes of the loan program, eligible activities, projects and beneficiaries, use of consultants and contractors, legal documents and fillings, administrative procedures, procurement standards that are consistent the MAPA Administrative Procedures, and a disbursement policy.

A committee shall be formed for each loan program that has a MAPA Foundation representative, a community representative and others as assigned. The committee is responsible for reviewing applications for projects and selecting projects. Once a project and project budget have been selected by the committee, disbursements may be made directly to the vendor with required documentation. The Finance Committee will be presented with reports of activity in the project accounts on a monthly basis.