

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

BOARD OF DIRECTORS MEETING  
Thursday, December 6, 2018  
1:30 p.m.

AGENDA

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

- A. ROLL CALL / INTRODUCTIONS
- B. APPROVAL OF THE AGENDA (ACTION)
- C. [BOARD MINUTES of the October 25, 2018 meeting.](#) (ACTION)
- D. [FINANCE COMMITTEE MINUTES of the November 28, 2018 meeting.](#) (ACTION)
- E. AGENCY REPORTS & PRESENTATIONS – (INFO)
  - 1. AGENCY REPORTS
    - a. Executive Director's Report
- F. PUBLIC COMMENTS – See Footnote
- G. CONSENT AGENDA – (ACTION)

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

  - 1. [RESOLUTION 2019 – 09: HDR ON-CALL TRAVEL DEMAND MODELING SERVICE MASTER AGREEMENT – BK1751 – SUPPLEMENTAL AGREEMENT NO. 1](#) –  
Amendment to the language in the original agreement that the State would pay HDR directly. MAPA has been paying HDR directly under this Agreement and wishes to continue to do so. The supplemental is intended to modify the language to match the process as it is operating today.
  - 2. [RESOLUTION 2019 – 10: PENSION PLAN RESOLUTION](#) –  
Amendment to remove volunterr after-tax contributions to the Pension plan. These are unfavorable compared to other investment options and were deemed unnecessary in a recent review with Benefit Plans Inc. (BPI).
  - 3. [TRAVEL](#) –  
Economic Development Finance Professional (EDFP) Certification – Springfield, MO – Anderson - \$2,405.64
  - 4. [FINAL CONTRACT PAYMENT](#) –  
Florence Home for the Aged - \$7,898.29

H. OLD BUSINESS

1. [RESOLUTION 2019 – 11: FY 2018 TRANSPORTATION IMPROVEMENT PROGRAM \(TIP\) AMENDMENT #2](#) – (ACTION)  
The Board will consider for approval Resolution 2019 – 11: Amendment #2 to the FY 2018 TIP.

I. NEW BUSINESS

1. [STRATEGIC PLAN UPDATE](#) – (INFORMATION)  
Staff will request input from the board as part of the annual update and review of the MAPA Strategic Plan.
2. [NEW CONTRACTS](#) – (ACTION)  
The Board will consider approval of the contracts listed below.
  - a. [WellCom – Not to exceed \\$20,000](#) – (ACTION)  
The Wellness Council of the Midlands will assist MAPA with employer outreach on the Little Steps Big Impact project. This includes distributing the active transportation toolkit. Funding comes from NDOT Congestion Mitigation Air Quality (CMAQ) and Nebraska Environmental Trust (NET) grants.
  - b. [Florence Home for the Aged - \\$42,478 Federal, \\$42,478 Local](#) – (ACTION)  
Florence Home Transportation Services provides transportation trips to physician visits, dental appointments, outings and social events for residents with disabilities, the elderly and veterans. This grant funding is from the Federal Transit Administration (FTA) 5310 program for mobility of seniors and individuals with disabilities, which requires dollar-for-dollar matching funds.
  - c. [Iowa West Foundation - \\$14,625](#) – (ACTION)  
MAPA was awarded IWF grant funding for the Heartland 2050 program to assist with events, speaker's series, site visits, as well as spearheading conversation and planning around transportation enhancements to connect Council Bluffs to Omaha. The grant supports MAPA work from January to June 2019.
  - d. [Kissell, Kohout ES Associates Lobbyist Agreement - \\$10,000 per year/2 years](#) – (ACTION)  
This contract will continue to provide lobbying services for MAPA with the State of Nebraska for 2019 and 2020. The firm will provide updates on legislation, sponsor events with elected officials, work with Senators, The Governor's Office, and legislative committees, coordinate strategy, engage on bills of interest, provide information necessary for reporting requirements, and related activities.
  - e. Heartland 2050 Mini-Grant Memoranda of Understanding (MOU)
    - i. [Sarpy County Arterial and Collector Road Study - \\$30,000 Federal, \\$60,000 Local](#) – (ACTION)  
The County applied for funding to conduct a study that will provide a forward-looking plan to identify improvements to the arterial and major collector roadway network in support of known and anticipated residential, commercial, industrial and public development of unincorporated areas.
    - ii. [MOU with City of Omaha 24<sup>th</sup> Street Corridor Study - \\$100,000 Federal, \\$25,000 Local](#) – (ACTION)  
The City of Omaha applied for funding to set the stage for enhanced multimodal transportation options, spur holistic redevelopment of a racially/ethnically concentrated area of poverty, and provide opportunities for residents to participate in planning for new development in their neighborhood, in the study area bounded by 20th Street, US-75 (North Freeway), Cumming Street and Ames Street.
3. [RESOLUTION 2019 – 12: TRAVEL DEMAND MODELING PROGRAM AGREEMENT - \\$35,000](#) – (ACTION)  
The Board will consider for approval Resolution 2019 – 10: Travel Demand Modeling Program Agreement in the amount of \$35,000.
4. [RESOLUTION 2019 – 13: ON-CALL COMMUNICATION SERVICES PROGRAM AGREEMENT - \\$125,000](#) – (ACTION)  
The Board will consider for approval Resolution 2019 – 12: On-Call Communication Services Program Agreement in the amount of \$125,000.

5. 2040 LONG RANGE TRANSPORTATION PLAN (LRTP) AMENDMENT #8 & #9 – (ACTION)
  - a. The Board will consider approval of Resolution 2019 – 14: LRTP amendment #8.
  - b. The Board will consider approval of LRTP Amendment #9 to be released for a 30 day public comment period.
6. CALL FOR PROJECTS FOR THE FY 2020 TRANSPORTATION IMPROVEMENT PROGRAM – (ACTION)

The Board will consider approval of a call for projects for TAP, STBG (Iowa) and H2050 Mini-Grants.
7. ELECTION OF OFFICERS – (ACTION)
  - a. The Board will vote to elect a new Chair of the MAPA Board of Directors to fill the vacancy. They will take office January 1, 2019 and serve through June 30, 2019.
  - b. The Board will vote to elect a new Vice-Chair of the MAPA Board of Directors to fill the vacancy. They will take office January 1, 2019 and serve through June 30, 2019.

J. ADDITIONAL BUSINESS

1. 2019 MAPA MEETING DATES – (INFORMATION)

Staff will distribute a list of MAPA meeting dates for 2019.
2. RESOLUTION 2019 – 15: RESOLUTION OF COMMENDATION – (ACTION)

MAPA Executive Director will present a resolution for adoption recognizing contributions of Board members for the advancement of MAPA and its programs.

K. DISCUSSION

L. ADJOURNMENT

**Future Meetings:**

Finance Committee: Wednesday, January 23, 2019  
Board Member Orientation / Refresher: Thursday, January 31, 2019 10:00 a.m. – 1:00 p.m. (Lunch Provided)  
Board of Directors: Thursday, January 31, 2019  
NARC National Conference of Regions – Washington, DC – February 10-13, 2019  
Council of Officials: Wednesday, March 13, 2019

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

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



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

Minutes  
October 25, 2018

The Board of Directors met at the MAPA offices, 2222 Cuming Street, Omaha. Chair Sanders called the meeting to order at 1:32 p.m.

**A. ROLL CALL/INTRODUCTIONS**

Members/Officers Present

Clare Duda	Commissioner, Douglas County
Doug Kindig	NE Small Cities/Counties Representative (Mayor, City of La Vista)
Gary Mixan	Sarpy County Commissioner
Vinny Palermo	Omaha City Council
Rita Sanders – Chair	Mayor, City of Bellevue
Jean Stothert	Mayor, City of Omaha
Carol Vinton	IA Small Cities/Counties Representative (Mills County Board of Supervisors)
Matt Walsh	Mayor, City of Council Bluffs

Members/Officers Absent

Patrick Bloomingdale	Chief Administrative Officer, Douglas County
Tom Hanafan – Vice Chair	Pottawattamie County Board of Supervisors

MAPA Staff

Christina Brownell	Josh Corrigan	Melissa Engel	Travis Halm
Mike Helgerson	Karna Loewenstein	Emily Sneller	Greg Youell

Guest

Troy Anderson	City of Omaha
Stephen Osberg	Greater Omaha Chamber

**B. APPROVAL OF THE AGENDA – (Action)**

MOTION by Kindig, SECOND by Walsh to approve the agenda for the October 25, 2018 meeting of the Board of Directors.

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

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

**C. APPROVAL OF THE MINUTES of the September 27, 2018 meeting – (Action)**

MOTION by Walsh, SECOND by Vinton to approve the minutes of the September 27, 2018 meeting of the Board of Directors.

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

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

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

Mr. Duda reported that the Finance Committee met on October 17, 2018 and approved bills for September, reviewed August financial statements and approved contract payments. Items were forwarded to the Board of Directors for approval.

MOTION by Walsh, SECOND by Vinton to approve the minutes of the October 17, 2018 Finance Committee meeting.

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

NAYS: None.

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



ABSTAIN: None.

MOTION CARRIED.

E. AGENCY REPORTS & PRESENTATIONS – (Info)

1. Agency Reports –

a. Executive Director's Report – Mr. Greg Youell

Mr. Youell provided an update to the Board on MAPA activities for the month of September. Updates were provided community and economic development projects; transportation and data; and Heartland 2050.

b. Presentation – Unified Transportation Plan – Stephen Osberg, Greater Omaha Chamber

Mr. Osberg provided an update to the Board on the Unified Transportation Plan from the Greater Omaha Chamber and highlighted some of the issues in our region that can be positively impacted through transportation and how they will collaborate with MAPA's Long Range Transportation Plan Update.

F. PUBLIC COMMENT –

None.

G. CONSENT AGENDA – (Action)

None.

H. OLD BUSINESS

1. Resolution 2019 – 07: FY 2019 Transportation Improvement Program (TIP) Amendment #1 – (Action)

Mr. Helgeson presented to the Board for approval FY 2019 TIP Amendment #1. This amendment includes changes to the following projects: US Highway 34 Bike and Walking Trail Phase 2; 85<sup>th</sup> & Burt/Western Safety Improvements; Heartland 2050 Mini-Grant Program; and Council Bluffs First Avenue Alternatives Analysis. Five NDOT projects that were removed from the TIP as they were completed in FY 2018: District 2 CCTV Cameras; US-75: Dynamic Message Signs, Omaha; District 2 DMS; District 2 CCTV Camera Towers; N-133 from just north of W. Dodge Rd. to 680 interchange in Omaha. The final change was for the Eastern Nebraska Electric Vehicle CMAQ Grant project.

MOTION by Kindig, SECOND by Walsh to approve FY 2019 TIP Amendment #1.

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

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

I. NEW BUSINESS

1. Travel – (Action)

a. NARC – Washington D.C. – February 10-13, 2019 – 3 Staff Members - \$6,440.85

b. NARC – Washington D.C. – February 10-13, 2019 – 4 Board Members - \$8,694.80 (Officials Fund)

Mr. Youell presented to the Board for approval travel for up to 3 staff members and 4 board members to Washington DC for the NARC National Conference of Regions, February 10 – 13, 2019.

MOTION by Mixan, SECOND by Walsh to approve the travel to Washington D.C. for the NARC Conference of Regions for 3 staff and 4 board members, February 10 – 13, 2019.

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

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

2. Resolution 2019 – 08: PM2 and PM3 Performance Targets for 2018 – 2022 – (Action)

Mr. Helgeson presented to the Board for approval Resolution 2019 – 08, PM2 and PM3 Performance Targets for 2018 – 2022. The targets listed in this resolution are for Pavement and Bridge Conditions and System Reliability.

MOTION by Duda, SECOND by Vinton to approve Resolution 2019 – 08.

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

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

J. ADDITIONAL BUSINESS

None.

K. DISCUSSION

1. Memo to MAPA Board regarding contract with Verdis Group.

Mr. Youell provided an update to the Board on the contract with Verdis Group. Mr. Youell reviewed details on the contract background and scope; and selection of the contractor. On October 9, Mr. Lawse notified MAPA that they would forego the contract and requested that MAPA inform him in writing that they intend to revise contract language as recommend by Counsel.

L. ADJOURNMENT

MOTION by Vinton to Adjourn. Chair Sanders adjourned the meeting at 2:20 p.m.

METROPOLITAN AREA PLANNING AGENCY  
2222 Cuming Street  
Omaha NE 68102-4328  
Finance Committee  
November 28, 2018

The MAPA Finance Committee met November 28, 2018, in the MAPA conference room. Patrick Bloomingdale called the meeting to order at 8:30 a.m.

ROLL CALL

Members Present

Patrick Bloomingdale, Secretary/Treasurer  
Steve Dethlefs, Washington County  
Clare Duda, Douglas County  
Gary Mixan, Sarpy County  
Carol Vinton, Mills County

Staff Present

Court Barber (left @ 8:53 a.m.)  
Natasha Barrett  
Mike Helgerson  
Donald Gross (arrived @ 9:07 a.m.)  
Karna Loewenstein (arrived @ 8:50 a.m.)  
Amanda Morales  
Greg Youell

Members Absent

Tom Hanafan, Pottawattamie County

A. MONTHLY FINANCIAL STATEMENTS (September 2018)

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

Ms. Morales presented the September financials.

B. FOR FINANCE COMMITTEE APPROVAL

1. Contract Payments

- a. Metro – PMT #1 - \$15,302.81
- b. Black Hills Works – PMT #1 - \$19,028.76
- c. Douglas County GIS Activities – PMT #1 - \$8,009.12
- d. Metro Plan Mini Grant – PMT #1 - \$70,128.69
- e. Hamilton Associates – PMT #1 - \$10,200.00
- f. Emspace + Lovgren – PMT #5 - \$16,359.03
- g. City of Omaha – Public Works – PMT # 1 - \$17,261.13

Mr. Youell presented the contract payments. Metro Transit's payment is for their first quarter FY 2019 transportation planning activities. Black Hills Works payment request is for transportation services to and from Offutt for seniors and individuals with disabilities employed by Offutt Air Force Base for the 1st quarter of FY 2019. Douglas County GIS is requesting transportation planning funds for their work in the first quarter of FY 2019. The Metro Mini Grant request is for the first payment on the Transit Development plan contract. Hamilton Associates payment is for services rendered through October 31, 2018, in connection with the audit for the year ended June 30, 2018. The Emspace + Lovgren's reimbursement request is for their expenses September 29, - October 30, 2018, related to the CMAQ Air Quality and Reduced Fare Program. The City of Omaha Public Works payments are for the City's traffic counting program for through September 30, 2018.

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

2. Contract Payments w/Exceptions

- a. Economic Development Research Group, Inc. PMT # 6- \$25,679.01

Mr. Youell presented the Economic Development Research Group contract payment with exceptions for their September professional services and consultant services relating to the Transit ROI Study.

MOTION Duda SECOND by Vinton, to approve the Economic Development Research Group contract payment once all exceptions have been cleared. MOTION CARRIED.

3. New Contracts

- a. Kissel, Kohout ES Associates Lobbyist Agreement - \$10,000 per year/2 years

Mr. Youell presented the Kissel Kohout ES Associates Lobbyist Agreement for \$10,000 per year effective through December 2020.

MOTION Duda SECOND by Mixan, to move the new Kissel contract to item C. on the agenda and recommend that the MAPA Board of Directors approve the Kissel Kohout ES Associates lobbyist contract as presented. MOTION CARRIED.

4. New Purchases

- b. ESRI – ArcGIS Monitor - \$9,000

Mr. Youell presented the Environmental Systems Research Institute, Inc. (ESRI) purchase of ArcGIS Monitor in the amount of \$9,000, for Douglas County. Funds for this purchase will be withdrawn from the NPAIT Ortho Quads investment account held for Aerial Photography/GIS activity in Douglas County.

MOTION Vinton SECOND by Duda to approve the ESRI purchase as presented. MOTION CARRIED.

5. CD Reinvestment

Mr. Youell presented the CD reinvestment recommendation for a three year CD at 3.15% brokered through American Wealth Partners.

The Committee felt like 3.15% may not be best available rate. Mr. Youell said he would have Cory with American Wealth Partners review the current options available.

MOTION Duda SECOND Dethlefs to approve staff to move forward with the purchase of a CD through American Wealth Partners at the best available rate. MOTION CARRIED

C. RECOMMENDATION TO THE BOARD

1. Final Contract payments

- a. Florence Home for the Aged - \$7,898.29

Mr. Youell presented the Florence Home's final contract payment for services provided in the first quarter of FY 2019, to their elderly, disabled, and veteran residents

Mr. Barber explained to the committee the services that Florence Home provides and receives Federal Transit Administration (FTA), 5310 funding for. A new 5310 funding contract for Florence Home for the Aged is on this month's agenda for recommendation for Board approval

MOTION Vinton SECOND by Duda to recommend that the Board of Directors approve Florence Home's final payment as presented. MOTION CARRIED.

2. New Contracts

- a. On-Call Communication Services Program Agreement - \$125,000

Mr. Youell presented the On-Call Communications Services Program Agreement for \$125,000. The New BLK was the firm selected for this program agreement. The Nebraska Department of Revenue (NDOT) is currently drafting the agreement and MAPA will have it before the Board meeting on December 06, 2018.

MOTION Duda SECOND by Vinton to recommend that the Board of Directors approve the On-Call Communications Services agreement as presented. MOTION CARRIED.

- b. Travel Demand Modeling Program Agreement - \$35,000

Mr. Youell presented the Travel Demand Modeling Program Agreement for total of \$35,000, federal funding of

\$28,000, and \$7,000 in local funding.

MOTION Duda SECOND by Vinton to recommend that the Board of Directors approve the Travel Demand Modeling Agreement as presented. MOTION CARRIED.

c. WellCom – not to exceed \$20,000

Mr. Youell presented the WellCom Agreement for up to \$16,000 in federal funding and \$4,000 in local match funding.

Wellcom will promote physical activity, support active modes of transportation, and provide guides for employers and worksites to promote "Little Steps, Big Impact" program that reduce air pollution throughout the metro area.

MOTION Vinton SECOND by Duda to recommend that the Board of Directors approve the WellCom Agreement as presented. MOTION CARRIED.

d. Florence Home for the Aged - \$42,478 Federal - \$42,478 Local

Mr. Youell presented the Florence Home for the Aged contract for \$42,478 in federal funding and \$42,478 in local funding. The contract period is October 1, 2018 through December 31, 2019.

MOTION Duda SECOND by Mixan to recommend that the Board of Directors approve the Florence Home for the Aged contract as presented. MOTION CARRIED.

e. Iowa West Foundation - \$14,625

Ms. Loewenstein presented the Iowa West Foundation grant award to implement the Heartland 2050/Close the Gap program. This award runs through the fiscal year end June 30, 2019.

MOTION Vinton SECOND by Dethlefs to recommend that the Board of Directors approve the Iowa West Foundation grant award as presented. MOTION CARRIED.

f. MOU Sarpy County Arterial and Collector Road Location Study - \$60,000

Mr. Youell presented the MOU Sarpy County Arterial and Collector Road Location Study with MAPA securing \$30,000 in federal funding and Sarpy County contributing \$60,000 in local matching funds.

MOTION Duda SECOND by Mixan to recommend that the Board of Directors approve the Sarpy County MOU as presented. MOTION CARRIED.

g. MOU w/City of Omaha 24th Street Corridor Study - \$25,000

Mr. Youell presented the MOU with the City of Omaha Planning Department for the 24<sup>th</sup> Street Corridor Study and action plan. MAPA will secure \$100,000 in federal funding for the project and the City of Omaha will contribute \$25,000 in local match.

MOTION Duda SECOND by Dethlefs to recommend that the Board of Directors approve the City of Omaha MOU as presented. MOTION CARRIED.

3. Travel

a. EDPF Certification – Springfield, MO – Anderson - \$2,405.64

Mr. Youell presented travel for Grant Anderson to attend the EDPF Certification course December 2<sup>nd</sup> through 7<sup>th</sup> in Springfield, Missouri, at an estimated expense of \$2,405.64.

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

4. Pension Plan Resolution to Remove Volunteering After-Tax Contributions to the Plan

Mr. Youell presented the pension plan resolution to remove after-tax contributions to the plan. These contributions are unfavorable to the participant because contributions are taxable at distribution for both the principal and investment growth.

MOTION Vinton SECOND by Mixan to recommend that the pension plan resolution as presented. MOTION CARRIED.

D. RECOMMENDATIONS TO FOUNDATION BOARD

1. MOU Amendment between the MAPA Foundation and the City of Blair

Mr. Gross presented the MOU amendment between the MAPA Foundation and the City of Blair. Two Rivers Bank decided not to participate in the agreement.

MOTION Duda SECOND by Vinton to recommend the Foundation Board of Directors approve the MOU amendment as presented. MOTION CARRIED

E. DISCUSSION/INFORMATION

F. ADJOURNMENT

The meeting adjourned at 9:13 a.m.

Agreement No.	BK1751
Effective (NTP) Date	N/A
Supplement Amount	
Total Agreement Amount	\$0

**PROFESSIONAL SERVICES AGREEMENT**  
**SUPPLEMENT NO. 1**

METROPOLITAN AREA PLANNING AGENCY  
HDR ENGINEERING, INC.  
ON-CALL TRAFFIC MODELING

**THIS SUPPLEMENTAL AGREEMENT** is between the Metropolitan Area Planning Agency ("LPA") and HDR Engineering, Inc. ("Consultant"), collectively referred to as the "Parties".

**WHEREAS**, Consultant and LPA entered into an agreement ("Original Agreement") for Consultant to provide on-call traffic modeling for LPA's Federal Aid project,

**WHEREAS**, it is necessary that language be modified in Section 9B, to be that the LPA will pay the consultant directly under this Supplemental Agreement, and

**NOW THEREFORE**, in consideration of these facts and mutual promises, the Parties agree as follows:

**SECTION 1. AGREEMENT MODIFICATION**

Section 9B shall be modified to be, "LPA will make payments directly to the Consultant for services performed under this agreement and the LPA will seek reimbursement from the State".

**SECTION 2. ENTIRE AGREEMENT**

The Original Agreement, any and all other previous supplements thereto, and this Supplemental Agreement, constitute the entire agreement ("The Agreement") between the Parties. The Agreement supersedes any and all other previous communications, representations, or other understandings, either oral or written; all terms and conditions of the Original Agreement and all previous supplements thereto, to the extent not superseded, remain in full force and effect, and are incorporated herein as if set forth in their entirety.

**SECTION 3. CERTIFICATION OF LPA**

By signing this Supplemental Agreement, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable LPA and federal laws, both criminal and civil.

Agreement No.	BK1751
Effective (NTP) Date	N/A
Supplement Amount	
Total Agreement Amount	\$0

**IN WITNESS WHEREOF**, the Parties hereby execute this Supplemental Agreement pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Supplemental Agreement, attest and affirm the truth of each and every certification and representation set out herein.

**EXECUTED** by Consultant this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

HDR ENGINEERING, INC.  
Matt Tondl

\_\_\_\_\_  
Senior Vice President

STATE OF NEBRASKA        )  
  )ss.  
DOUGLAS COUNTY )

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

**EXECUTED** by LPA this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

METROPOLITAN AREA PLANNING  
AGENCY  
Greg Youell

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

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION  
Form of Agreement Approved for  
✓ Federal Funding Eligibility:

\_\_\_\_\_

\_\_\_\_\_  
Date



**RESOLUTION**  
**MASTER AGREEMENT – BK1751**  
**SUPPLEMENTAL AGREEMENT NO. 1**

Metropolitan Area Planning Agency

Resolution No. \_\_\_\_\_

**Whereas:** Metropolitan Area Planning Agency have previously executed a master agreement for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds;

**Whereas:** Metropolitan Area Planning Agency understands that it must continue to strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of this Federal-aid project; and

**Whereas:** Metropolitan Area Planning Agency and HDR Engineering, Inc. wish to enter into a supplemental services agreement setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

**Be It Resolved:** by the Board of the Metropolitan Planning Agency that:

Greg Youell, Director of the Metropolitan Planning Agency is hereby authorized to sign the attached Supplemental Agreement No. 1 between Metropolitan Area Planning Agency and HDR Engineering, Inc.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2018 at \_\_\_\_\_ Nebraska.

The Board of Metropolitan Area Planning Agency, Nebraska:


Board/Council Member \_\_\_\_\_  
Moved the adoption of said resolution  
Member \_\_\_\_\_ Seconded the Motion  
Roll Call: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Abstained \_\_\_\_\_ Absent  
Resolution adopted, signed and billed as adopted

Attest:

\_\_\_\_\_  
Signature

## CERTIFICATE OF ADOPTING RESOLUTION

Resolution No. 2019 - 11

The undersigned Representative or Metropolitan Area Planning Agency (the Employer) hereby certifies that the following resolutions were adopted by the Employer on December 6, 2018, and that such resolutions have not been modified or rescinded as of the date hereof:

**RESOLVED**, that effective July 1, 2018, Employee Contributions, of the MAPA Pension Plan (the "Plan") is amended and shall read:

After-Tax contributions have been removed from the Plan.

**RESOLVED**, that the undersigned is hereby authorized to execute, on behalf of the Employer, all documents necessary to effect the changes authorized herein.

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Melissa Engel  
Director of Finance and Operations

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Date



## TRAVEL AUTHORIZATION FORM

Person Traveling :	Grant Anderson		
Dates of Travel:	December 2-7		
Departure Time:	12:00 p.m.	Return Time:	5:00 p.m.
Traveling to :	Springfield, MO		
Purpose:	EDFP Certification Course ED202		
Coding:	28000 - 16EDAA01		
Block Rate Deadline:	N/A		
# Traveling:	1		

### Estimated Travel Expenses:

Registration	\$1,200.00	Transp. Fares	\$0.00	Parking	\$0.00
Flights	\$0.00	Auto Rental	\$0.00	Other	\$0.00
MAPA Vehicle Miles	704	Personal Vehicle Miles			
MAPA Vehicle Mileage	\$376.64	Personal Vehicle Mileage	\$0.00	Rate	\$0.535

Per Diem:	Start Day	Between Days	x	# of days	End Day
Day's Max.	\$41.25	\$55.00		4	\$41.25
Breakfast	\$0.00	\$13.00	x	4	\$9.75
Lunch	\$0.00	\$14.00	x	4	\$10.50
Dinner	\$17.25	\$23.00	x	4	\$0.00
Incidental	\$3.75	\$5.00	x	4	\$3.75
Meals & Incidental					
Total	\$21.00	\$55.00	x	4	\$24.00
Lodging	\$94.00	\$94.00	x	3	\$94.00
Taxes & Fees on Lodging	\$18.80	\$18.80	x	3	\$18.80

Deduction for Meals Provided at Conferences 0

Total Lodging \$564.00

Total Meals and Incidentals \$265.00

Total Estimated Travel Expenses: \$2,405.64

Date Submitted: <u>11/20/18</u>	by <u>Grant Anderson</u>
Date Approved: <u>11/20/18</u>	Employee Traveling
Date Approved:	by <u>[Signature]</u>
Date Approved:	Department Director
Date Approved:	by _____
Date Approved:	Executive Director
Date Approved:	by _____
Date Approved:	Finance Committee Chair/Member (if amount is over \$1000)
Date Approved:	by _____
Date Approved:	Board of Directors Chair/Member (if 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.



## ONLINE REGISTRATION

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### ED201-BUSINESS CREDIT ANALYSIS

**Dates:** 12/3/2018 to 12/7/2018

**Schedule:**

**Mo** 09:00 AM - 05:00 PM

**Tu** 08:30 AM - 05:00 PM

**We** 08:30 AM - 04:00 PM

**Th** 08:30 AM - 05:00 PM

**Fr** 08:30 AM - 01:00 PM

[\(View complete list of dates\)](#)

**Located in :** Springfield MO, Jordan Valley  
Innovation Center

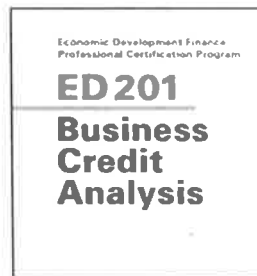
**Instructor:** Sheldon Bartel

**Regular Student:** \$1,200.00

[Register Now!](#)

In ED201, the second course in the EDFP Certification Program™, participants build on the financial analysis and deal structuring techniques learned in ED101 through investigation of advanced methods used to analyze the creditworthiness of operating small businesses. The credit analysis and underwriting procedures of commercial lenders are tailored to the unique concerns of economic development lenders. Participants spread and analyze the financial statements of numerous actual companies—manufacturing, service, retail—and use economic development finance programs to structure fixed asset and permanent working capital financing packages. Specific topics include:

- **Credit Analysis Process**
  - Evaluating a company's strengths and weaknesses



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- Refining quality indicator and ratio analysis
- Assessing operating needs
- Measuring a company's ability to digest growth
- Permanent Working Capital Analysis
  - Determining a company's operating cycle
  - Measuring PWC needs
  - Financing a company's growth
- Cash Flow Analysis
  - Analyzing cash flow management
  - Determining debt capacity
  - Matching sources and uses of funds
  - Identifying fast growth syndrome
- Projections and Deal Structuring
  - Balance sheet and profit and loss statement projections
  - Evaluating financing options
  - Break even analysis
  - Structuring fixed asset and PWC financing
  - Restructuring financing packages



CM | 38.00

### Additional Information

NDC is proud to partner with the Missouri Small Business and Technology Development Centers to present this unique training opportunity.



**REGISTRATION IS LIMITED TO MISSOURI SBTDC STAFF AND INVITEES.**

Individual course registration is subject to space availability. For additional information please contact:

**Chrystal Irons**

**Missouri State University SBTDC**

**cirons@missouristate.edu**

**417-837-2617**

### Hotel Information:

<https://nationaldevelopmentcouncil.asapconnected.com/ClassDetail.aspx?pk=1269663>

**Holiday Inn Express and Suites-Please request Missouri State University Rate**

**417-862-0070 Reservations and availability**

**Prerequisites: ED101-Economic Development Finance**

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**Headquarters**  
One Battery Park Plaza  
29 Whitehall Street  
Suite 710  
New York, NY 10004  
212-482-1104  
20041

**Cleveland Office**  
1111 Superior Avenue East  
Suite 1114  
Cleveland, OH 44114  
216-394-7177  
20041

**Seattle Office**  
1218 3rd Ave, Suite 1403  
Seattle, WA 98101  
206-254-7500  
Email

**Training Office**  
4101 Spring Grove  
Suite A  
Cincinnati, OH 45244  
513-457-7820  
Email



# FY 2019 Per Diem Rates for Missouri

Max lodging by month (excluding taxes.)

PrimaryDestination	County	2018Oct	Nov	Dec	2019Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Standard Rate		\$94	\$94	\$94	\$94	\$94	\$94	\$94	\$94	\$94	\$94	\$94	\$94





U.S. General Services Administration

# FY 2019 Per Diem Rates for Missouri

Meals & Incidentals (M&IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
Standard Rate	/	\$55	\$13	\$14	\$23	\$5	\$41.25



## Subcontractor Payment Authorization

Contract Number: 18013100003  
Grant Number: MAPA :16FTAA02 / FTA: 2016-015-03  
Contract Party: Florence Home for the Aged  
Contract Description: Paratransit Service  
Contract Approved by Board of Directors: January 25, 2018  
Contact Amount: \$45,580.00  
Match Amount: \$45,580.00  
Contract Period: October 1, 2017 - December 31, 2018

Payment # Final

Billed to Date: \$ 45,580.00  
Less Previous Payments: \$ 37,681.71  
Amount Due: \$ 7,898.29

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

## Billing Summary

**Project Name:** Florence Home for the Aged

**Contact Name:** Deb Thacker

**Billing Period:** 7/1/18-9/30/18

	TOTAL	TOTAL	TOTAL	7/1/18-9/30/18		TOTAL	Program to Date		Remaining	
BUDGET DETAIL	Year 1 Budget	BUDGET 5310	BUDGET Local Match	5310 Request	LOCAL MATCH	COST MONTH	5310 Request	LOCAL MATCH	5310 Request	LOCAL MATCH
<b>1. OPERATING EXPENSES<sup>1</sup></b>										
1. Personnel	\$ 27,160.00	\$ 13,580.00	\$ 13,580.00	\$ 2,723.02	\$ 2,723.02	\$ 5,446.04	\$ 13,580.00	\$ 13,580.00	\$ -	\$ -
2. Administrative	\$ 44,160.00	\$ 22,080.00	\$ 22,080.00	\$ 2,815.24	\$ 2,815.24	\$ 5,630.48	\$ 22,080.00	\$ 22,080.00	\$ -	\$ -
3. Insurance	\$ 11,770.00	\$ 5,885.00	\$ 5,885.00	\$ 1,610.54	\$ 1,610.54	\$ 3,221.08	\$ 5,885.00	\$ 5,885.00	\$ -	\$ -
4. Vehicle Fuel	\$ 5,100.00	\$ 2,550.00	\$ 2,550.00	\$ 579.52	\$ 579.52	\$ 1,159.04	\$ 2,550.00	\$ 2,550.00	\$ -	\$ -
5. Vehicle Repair/Maintenance	\$ 2,970.00	\$ 1,485.00	\$ 1,485.00	\$ 169.97	\$ 169.97	\$ 339.94	\$ 1,485.00	\$ 1,485.00	\$ -	\$ -
	\$ 91,160.00	\$ 45,580.00	\$ 45,580.00	\$ 7,898.29	\$ 7,898.29	\$ 15,796.58	\$ 45,580.00	\$ 45,580.00	\$ -	\$ -
1. Personnel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Administrative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Vehicle Fuel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Vehicle Repair/Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal - Operating Expenses</b>	\$ 91,160.00	\$ 45,580.00	\$ 45,580.00	\$ 7,898.29	\$ 7,898.29	\$ 15,796.58	\$ 45,580.00	\$ 45,580.00	\$ -	\$ -
<b>3. PROGRAM TOTAL BUDGET</b>	\$ 91,160	\$ 45,580	\$ 45,580	\$ 7,898	\$ 7,898	\$ 15,797	\$ 45,580	\$ 45,580	\$ -	\$ -
				17%	17%	17%	100%	100%	0%	0%

5310 funding for Operating Expenses may not exceed 50% of the total cost.

# Florence Home Vehicle and Driver Summary

Dates of Service	Employee Name	Total Minutes Drive Time	Drive Time in Hours	Hourly Wage	Total Cost
<b>Vehicle</b>	<b>2012 Van</b>				
7/1/2018-7/31/2018	Mindy Manning	980	16.33	<del>\$21.98</del>	\$358.93
7/1/2018-7/31/2018	Tammy Bradley	250	4.17	<del>\$28.91</del>	\$120.55
8/1/2018-8/12/2018	Mindy Manning	770	12.83	<del>\$21.98</del>	\$282.00
8/13/2018-8/31/2018	Mindy Manning	495	8.25	<del>\$22.67</del>	\$187.03
8/1/2018-8/12/2018	Tammy Bradley	60	1.00	<del>\$28.91</del>	\$28.91
8/13/2018-8/31/2018	Tammy Bradley	250	4.17	<del>\$29.60</del>	\$123.43
8/1/2018-8/31/2018	Paul Vasek	425	7.08	<del>\$19.42</del>	\$137.49
9/1/2018-9/30/2018	Mindy Manning	450	7.50	<del>\$22.67</del>	\$170.03
9/1/2018-9/30/2018	Tammy Bradley	90	1.50	<del>\$29.60</del>	\$44.40
9/1/2018-9/30/2018	Paul Vasek	1,210	20.17	<del>\$19.42</del>	\$391.70
<b>Vehicle</b>	<b>2014 Van</b>				
7/1/2018-7/31/2018	Mindy Manning	975	16.25	<del>\$21.98</del>	\$357.18
7/1/2018-7/31/2018	Tammy Bradley	120	2.00	<del>\$28.91</del>	\$57.82
8/1/2018-8/12/2018	Mindy Manning	40	0.67	<del>\$21.98</del>	\$14.73
8/1/2018-8/12/2018	Tammy Bradley	45	0.75	<del>\$28.91</del>	\$21.68
8/13/2018-8/31/2018	Tammy Bradley	30	0.50	<del>\$29.60</del>	\$14.80
8/13/2018-8/31/2018	Mindy Manning	405	6.75	<del>\$22.67</del>	\$153.02
9/1/2018-9/30/2018	Mindy Manning	475	7.92	<del>\$22.67</del>	\$179.55
9/1/2018-9/30/2018	Paul Vasek	420	7.00	<del>\$19.42</del>	\$135.94
<b>Vehicle</b>	<b>2013 Toyota</b>				
8/1/2018-8/12/2018	Mindy Manning	190	3.17	<del>\$21.98</del>	\$69.68
8/1/2018-8/12/2018	Tammy Bradley	30	0.50	<del>\$28.91</del>	\$14.46
9/1/2018-9/30/2018	Mindy Manning	200	3.33	<del>\$22.67</del>	\$75.49
9/1/2018-9/30/2018	Paul Vasek	35	0.58	<del>\$19.42</del>	\$11.26
<b>Vehicle</b>	<b>2015 Toyota</b>				
7/1/2018-7/31/2018	Roger Evans	1,711	28.52	<del>\$31.67</del>	\$903.23
8/1/2018-8/31/2018	Roger Evans	1,338	22.30	<del>\$31.67</del>	\$706.24
9/1/2018-9/30/2018	Roger Evans	1,520	25.33	<del>\$31.67</del>	\$802.20
<b>Vehicle</b>	<b>2016 Van</b>				
7/1/2018-7/31/2018	Melissa Hart	130	2.17	<del>\$17.60</del>	\$38.19
7/1/2018-7/31/2018	Michelle Blesh	240	4.00	<del>\$26.70</del>	\$106.80
8/1/2018-8/12/2018	Melissa Hart	90	1.50	<del>\$17.60</del>	\$26.40
8/13/2018-8/31/2018	Melissa Hart	220	3.67	<del>\$18.09</del>	\$66.39
8/1/2018-8/31/2018	Michelle Blesh	330	5.50	<del>\$26.70</del>	\$146.85
8/1/2018-8/31/2018	Roger Evans	27	0.45	<del>\$31.67</del>	\$14.25
9/1/2018-9/30/2018	Melissa Hart	100	1.67	<del>\$18.09</del>	\$30.21
9/1/2018-9/30/2018	Roger Evans	250	4.17	<del>\$31.67</del>	\$132.06
9/1/2018-9/30/2018	Michelle Blesh	150	2.50	<del>\$26.70</del>	\$66.75
<b>Vehicle</b>	<b>2017 Dodge Van</b>				
7/1/2018-7/31/2018	Roger Evans	32	0.53	<del>\$31.67</del>	\$16.79
7/1/2018-7/31/2018	Melissa Hart	30	0.50	<del>\$17.60</del>	\$8.80
7/1/2018-7/31/2018	Michelle Blesh	10	0.17	<del>\$26.70</del>	\$4.54
7/1/2018-7/31/2018	Mindy Manning	350	5.83	<del>\$21.98</del>	\$128.14
8/1/2018-8/31/2018	Roger Evans	123	2.05	<del>\$31.67</del>	\$64.92
8/1/2018-8/12/2018	Mindy Manning	30	0.50	<del>\$21.98</del>	\$10.99
8/13/2018-8/31/2018	Mindy Manning	250	4.17	<del>\$22.67</del>	\$94.53
8/1/2018-8/12/2018	Tammy Bradley	30	0.50	<del>\$28.91</del>	\$14.46
8/13/2018-8/31/2018	Tammy Bradley	30	0.50	<del>\$29.60</del>	\$14.80
9/1/2018-9/30/2018	Melissa Hart	30	0.50	<del>\$18.09</del>	\$9.05
9/1/2018-9/30/2018	Roger Evans	214	3.57	<del>\$31.67</del>	\$113.06
<b>Total</b>		<b>15,180</b>	<b>253.02</b>		<b>\$6,469.74</b>

# **Fringe Benefit Calculation for Responsible Charge**

Tammy Bradley-Larsen Effective 08/13/18

Annual Salary	Estimated hours worked/year	Effective Wage rate
\$ 41,309.32	2080	\$ 19.86

\*Shaded areas to be completed by the LPA

## **Insurance Cost (Per Month)**

Health	\$	731.38
Dental	\$	21.69
Accidental Death and Dismemberment (AD&D)		
Life	\$	5.21
Vision		
Other Insurance Benefits	\$	30.28
Insurance Cost/month	\$	788.56
Insurance Cost/hour	\$	4.55

## **Workmen's Compensation**

Workman's Compensation Insurance - rate = \$.265 per \$100 of wages (rate ÷ \$100 x Wage Rate = \$.10 per hr.)

Rate per \$100 of coverage	\$	0.28
Effective Hourly Effective Wage Rate	\$	19.86
Workman's Compensation Insurance Cost	\$	0.06

## **FICA/Medicare (7.65 %)**

FICA (6.2 Percent of Effective Hourly Wage Rate)	\$	1.23
Medicare (1.45 Percent of Effective Hourly Wage Rate)	\$	0.29

## **Holiday/Vacation/Sick Leave/Personal/Admin Time Off**

Vacation days	24.4
Sick Days	4.9
Pers/Adm. Days	
Holidays	8.0
Leave days/year	37.3
Leave hours/year	298.4
Normal Working Hours/day	8.0
Normal Hours/year	2,080.0
Adjusted Working Hours/year	1,781.6
Effective Hourly Wage Rate	\$ 19.86
Holiday/Vacation/Sick Leave/Personal/Admin Time Off Cost	\$ 3.33

## **Pension**

Percent of Effective Wage Rate	1.51%
Pension/Retirement Cost	\$ 0.30

Insurance Cost	Work Comp	6.2% FICA	1.45% Medicare	Holiday Vac Sick	Pension/Retirement	Total fringe/hour
\$4.55	\$0.06	\$1.23	\$0.29	\$3.33	\$0.30	\$9.75

Other typical expenses may be submitted for reimbursement as allowed under the RC Reimbursement guidelines

Effective hourly rate	\$	19.86
Fringe benefits per hour	\$	9.75
Total hourly rate	\$	29.61

# **Fringe Benefit Calculation for Responsible Charge**

Roger Evans

Effective 07/01/18

Annual Salary	Estimated hours worked/year	Effective Wage rate
\$ 41,433.60	2080	\$ 19.92

\*Shaded areas to be completed by the LPA

## **Insurance Cost (Per Month)**

Health	\$ 997.80
Dental	\$ 28.90
Accidental Death and Dismemberment (AD&D)	
Life	\$ 1.27
Vision	
Other Insurance Benefits	
Insurance Cost/month	\$ 1,027.97
Insurance Cost/hour	\$ 5.93

## **Workmen's Compensation**

Workman's Compensation Insurance - rate = \$.265 per \$100 of wages (rate ÷ \$100 x Wage Rate = \$.10 per hr.)

Rate per \$100 of coverage	\$ 3.84
Effective Hourly Effective Wage Rate	\$ 19.92
Workman's Compensation Insurance Cost	\$ 0.76

## **FICA/Medicare (7.65 %)**

FICA (6.2 Percent of Effective Hourly Wage Rate)	\$ 1.24
Medicare (1.45 Percent of Effective Hourly Wage Rate)	\$ 0.29

## **Holiday/Vacation/Sick Leave/Personal/Admin Time Off**

Vacation days	24.4
Sick Days	4.9
Pers/Adm. Days	
Holidays	8.0
Leave days/year	37.3
Leave hours/year	298.4
Normal Working Hours/day	8.0
Normal Hours/year	2,080.0
Adjusted Working Hours/year	1,781.6
Effective Hourly Wage Rate	\$ 19.92
Holiday/Vacation/Sick Leave/Personal/Admin Time Off Cost	\$ 3.34

## **Pension**

Percent of Effective Wage Rate	1.02%
Pension/Retirement Cost	\$ 0.20

Insurance Cost	Work Comp	6.2% FICA	1.45% Medicare	Holiday Vac Sick	Pension/Retirement	Total fringe/hour
\$5.93	\$0.76	\$1.24	\$0.29	\$3.34	\$0.20	\$11.76

Other typical expenses may be submitted for reimbursement as allowed under the RC Reimbursement guidelines

Effective hourly rate	\$ 19.92
Fringe benefits per hour	\$11.76
Total hourly rate	\$ 31.68

# **Fringe Benefit Calculation for Responsible Charge**

Melissa Hart

Effective 08/13/18

Annual Salary	Estimated hours worked/year	Effective Wage rate
\$ 30,992.00	2080	\$ 14.90

\*Shaded areas to be completed by the LPA

## **Insurance Cost (Per Month)**

Health		
Dental		
Accidental Death and Dismemberment (AD&D)		
Life	\$	1.27
Vision		
Other Insurance Benefits		
Insurance Cost/month	\$	1.27
Insurance Cost/hour	\$	0.01

## **Workmen's Compensation**

Workman's Compensation Insurance - rate = \$.265 per \$100 of wages (rate ÷ \$100 x Wage Rate = \$.10 per hr.)

Rate per \$100 of coverage	\$	3.84
Effective Hourly Effective Wage Rate	\$	14.90
Workman's Compensation Insurance Cost	\$	0.57

## **FICA/Medicare (7.65 %)**

FICA (6.2 Percent of Effective Hourly Wage Rate)	\$	0.92
Medicare (1.45 Percent of Effective Hourly Wage Rate)	\$	0.22

## **Holiday/Vacation/Sick Leave/Personal/Admin Time Off**

Vacation days	9.8
Sick Days	3.3
Pers/Adm. Days	
Holidays	8.0
Leave days/year	21.1
Leave hours/year	168.8
Normal Working Hours/day	8.0
Normal Hours/year	2,080.0
Adjusted Working Hours/year	1,911.2
Effective Hourly Wage Rate	\$ 14.90
Holiday/Vacation/Sick Leave/Personal/Admin Time Off Cost	\$ 1.32

## **Pension**

Percent of Effective Wage Rate	1.02%
Pension/Retirement Cost	\$ 0.15

Insurance Cost	Work Comp	6.2% FICA	1.45% Medicare	Holiday Vac Sick	Pension/Retirement	Total fringe/hour
\$0.01	\$0.57	\$0.92	\$0.22	\$1.32	\$0.15	\$3.19

Other typical expenses may be submitted for reimbursement as allowed under the RC Reimbursement guidelines

Effective hourly rate	\$	14.90
Fringe benefits per hour	\$	3.19
Total hourly rate	\$	18.09

# **Fringe Benefit Calculation for Responsible Charge**

Michelle Blesh

Effective 07/01/18

Annual Salary	Estimated hours worked/year	Effective Wage rate
\$ 36,275.20	2080	\$ 17.44

\*Shaded areas to be completed by the LPA

## **Insurance Cost (Per Month)**

Health	\$ 668.22
Dental	\$ 21.69
Accidental Death and Dismemberment (AD&D)	
Life	\$ 4.58
Vision	
Other Insurance Benefits	\$ 27.14
Insurance Cost/month	\$ 721.63
Insurance Cost/hour	\$ 4.16

## **Workmen's Compensation**

Workman's Compensation Insurance - rate = \$.265 per \$100 of wages (rate ÷ \$100 x Wage Rate = \$.10 per hr.)

Rate per \$100 of coverage	\$ 3.84
Effective Hourly Effective Wage Rate	\$ 17.44
Workman's Compensation Insurance Cost	\$ 0.67

## **FICA/Medicare (7.65 %)**

FICA (6.2 Percent of Effective Hourly Wage Rate)	\$ 1.08
Medicare (1.45 Percent of Effective Hourly Wage Rate)	\$ 0.25

## **Holiday/Vacation/Sick Leave/Personal/Admin Time Off**

Vacation days	24.4
Sick Days	4.9
Pers/Adm. Days	
Holidays	8.0
Leave days/year	37.3
Leave hours/year	298.4
Normal Working Hours/day	8.0
Normal Hours/year	2,080.0
Adjusted Working Hours/year	1,781.6
Effective Hourly Wage Rate	\$ 17.44
Holiday/Vacation/Sick Leave/Personal/Admin Time Off Cost	\$ 2.92

## **Pension**

Percent of Effective Wage Rate	1.02%
Pension/Retirement Cost	\$ 0.18

Insurance Cost	Work Comp	6.2% FICA	1.45% Medicare	Holiday Vac Sick	Pension/Retirement	Total fringe/hour
\$4.16	\$0.67	\$1.08	\$0.25	\$2.92	\$0.18	\$9.27

Other typical expenses may be submitted for reimbursement as allowed under the RC Reimbursement guidelines

Effective hourly rate	\$ 17.44
Fringe benefits per hour	\$9.27
Total hourly rate	\$ 26.71



# **Fringe Benefit Calculation for Responsible Charge**

Paul Vasek

Effective 08/01/18

Annual Salary	Estimated hours worked/year	Effective Wage rate
\$ 33,280.00	2080	\$ 16.00

\*Shaded areas to be completed by the LPA

## **Insurance Cost (Per Month)**

Health	
Dental	
Accidental Death and Dismemberment (AD&D)	
Life	\$ 1.27
Vision	
Other Insurance Benefits	
Insurance Cost/month	\$ 1.27
Insurance Cost/hour	\$ 0.01

## **Workmen's Compensation**

Workman's Compensation Insurance - rate = \$.265 per \$100 of wages (rate ÷ \$100 x Wage Rate = \$.10 per hr.)

Rate per \$100 of coverage	\$ 3.84
Effective Hourly Effective Wage Rate	\$ 16.00
Workman's Compensation Insurance Cost	\$ 0.61

## **FICA/Medicare (7.65 %)**

FICA (6.2 Percent of Effective Hourly Wage Rate)	\$ 0.99
Medicare (1.45 Percent of Effective Hourly Wage Rate)	\$ 0.23

## **Holiday/Vacation/Sick Leave/Personal/Admin Time Off**

Vacation days	9.8
Sick Days	3.3
Pers/Adm. Days	
Holidays	8.0
Leave days/year	21.1
Leave hours/year	168.8
Normal Working Hours/day	8.0
Normal Hours/year	2,080.0
Adjusted Working Hours/year	1,911.2
Effective Hourly Wage Rate	\$ 16.00
Holiday/Vacation/Sick Leave/Personal/Admin Time Off Cost	\$ 1.41

## **Pension**

Percent of Effective Wage Rate	1.02%
Pension/Retirement Cost	\$ 0.16

Insurance Cost	Work Comp	6.2% FICA	1.45% Medicare	Holiday Vac Sick	Pension/Retirement	Total fringe/hour
\$0.01	\$0.61	\$0.99	\$0.23	\$1.41	\$0.16	\$3.42

Other typical expenses may be submitted for reimbursement as allowed under the RC Reimbursement guidelines

Effective hourly rate	\$ 16.00
Fringe benefits per hour	\$3.42
Total hourly rate	\$ 19.42

# Fringe Benefit Calculation for Responsible Charge

Paul Vasek

Effective 8/1/18

Annual Salary	Estimated hours worked/year	Effective Wage rate
\$ 33,280.00	2080	\$ 16.00

## Insurance Cost (Per Month)

Health	\$	-
Dental	\$	-
Accidental Death and Dismemberment (AD&D)	\$	-
Life	\$	1.27
Vision	\$	-
Other Insurance Benefits	\$	-
Insurance Cost/month	\$	1.27
Insurance Cost/hour	\$	0.01

## Workmen's Compensation

Workman's Compensation Insurance - rate = (rate ÷ \$100 x Wage Rate = \$ per hr.)

Rate per \$100 of coverage	\$	3.84
Effective Hourly Effective Wage Rate	\$	16.00
Workman's Compensation Insurance Cost	\$	0.61

## FICA/Medicare (7.65 %)

FICA (6.2 Percent of Effective Hourly Wage Rate)	\$	0.99
Medicare (1.45 Percent of Effective Hourly Wage Rate)	\$	0.23

## Holiday/Vacation/Sick Leave/Personal/Admin Time Off

Vacation days	9.8
Sick Days	3.3
Pers/Adm. Days	-
Holidays	8.0
Leave days/year	21.1
Leave hours/year	168.8
Normal Working Hours/day	8.0
Normal Hours/year	2,080.0
Adjusted Working Hours/year	1,911.2
Effective Hourly Wage Rate	\$ 16.00
Holiday/Vacation/Sick Leave/Personal/Admin Time Off Cost	\$ 1.41

## Pension

Percent of Effective Wage Rate	1.02%
Pension/Retirement Cost	\$ 0.16

Tammy Bradley-Larsen

Effective 8/13/18

**Fringe Benefit Calculation for Responsible Charge**

Annual Salary	Estimated hours worked/year	Effective Wage rate
\$ 41,309.32	2080	\$ 19.86

**Insurance Cost (Per Month)**

Health	\$	731.38
Dental	\$	21.69
Accidental Death and Dismemberment (AD&D)	\$	-
Life	\$	5.21
Vision	\$	-
Other Insurance Benefits	\$	30.28
Insurance Cost/month	\$	788.56
Insurance Cost/hour	\$	4.55

**Workmen's Compensation**

Workman's Compensation Insurance - rate = (rate ÷ \$100 x Wage Rate = \$ per hr.)

Rate per \$100 of coverage	\$	0.28
Effective Hourly Effective Wage Rate	\$	19.86
Workman's Compensation Insurance Cost	\$	0.06

**FICA/Medicare (7.65 %)**

FICA (6.2 Percent of Effective Hourly Wage Rate)	\$	1.23
Medicare (1.45 Percent of Effective Hourly Wage Rate)	\$	0.29

**Holiday/Vacation/Sick Leave/Personal/Admin Time Off**

Vacation days	24.4
Sick Days	4.9
Pers/Adm. Days	-
Holidays	8.0
Leave days/year	37.3
Leave hours/year	298.0
Normal Working Hours/day	8.0
Normal Hours/year	2,080.0
Adjusted Working Hours/year	1,782.0
Effective Hourly Wage Rate	\$ 19.86
Holiday/Vacation/Sick Leave/Personal/Admin Time Off Cost	\$ 3.32

**Pension**

Percent of Effective Wage Rate	1.51%
Pension/Retirement Cost	\$ 0.30

# Fringe Benefit Calculation for Responsible Charge

Michelle Blesh

Effective 7/1/18

Annual Salary	Estimated hours worked/year	Effective Wage rate
\$ 36,275.20	2080	\$ 17.44

## Insurance Cost (Per Month)

Health	\$	668.22
Dental	\$	21.69
Accidental Death and Dismemberment (AD&D)	\$	-
Life	\$	4.58
Vision	\$	-
Other Insurance Benefits	\$	27.14
Insurance Cost/month	\$	721.63
Insurance Cost/hour	\$	4.16

## Workmen's Compensation

Workman's Compensation Insurance - rate = (rate ÷ \$100 x Wage Rate = \$ per hr.)

Rate per \$100 of coverage	\$	3.84
Effective Hourly Effective Wage Rate	\$	17.44
Workman's Compensation Insurance Cost	\$	0.67

## FICA/Medicare (7.65 %)

FICA (6.2 Percent of Effective Hourly Wage Rate)	\$	1.08
Medicare (1.45 Percent of Effective Hourly Wage Rate)	\$	0.25

## Holiday/Vacation/Sick Leave/Personal/Admin Time Off

Vacation days	24.4
Sick Days	4.9
Pers/Adm. Days	-
Holidays	8.0
Leave days/year	37.3
Leave hours/year	298.0
Normal Working Hours/day	8.0
Normal Hours/year	2,080.0
Adjusted Working Hours/year	1,782.0
Effective Hourly Wage Rate	\$ 17.44
Holiday/Vacation/Sick Leave/Personal/Admin Time Off Cost	\$ 2.92

## Pension

Percent of Effective Wage Rate	1.02%
Pension/Retirement Cost	\$ 0.18

Roger Evans

Effective 7/1/18

# Fringe Benefit Calculation for Responsible Charge

Annual Salary	Estimated hours worked/year	Effective Wage rate
\$ 41,433.60	2080	\$ 19.92

## Insurance Cost (Per Month)

Health	\$	997.80
Dental	\$	28.90
Accidental Death and Dismemberment (AD&D)	\$	-
Life	\$	1.27
Vision	\$	-
Other Insurance Benefits	\$	-
Insurance Cost/month	\$	1,027.97
Insurance Cost/hour	\$	5.93

## Workmen's Compensation

Workman's Compensation Insurance - rate = (rate ÷ \$100 x Wage Rate = \$ per hr.)

Rate per \$100 of coverage	\$	3.84
Effective Hourly Effective Wage Rate	\$	19.92
Workman's Compensation Insurance Cost	\$	0.76

## FICA/Medicare (7.65 %)

FICA (6.2 Percent of Effective Hourly Wage Rate)	\$	1.24
Medicare (1.45 Percent of Effective Hourly Wage Rate)	\$	0.29

## Holiday/Vacation/Sick Leave/Personal/Admin Time Off

Vacation days	24.4
Sick Days	4.9
Pers/Adm. Days	-
Holidays	8.0
Leave days/year	37.3
Leave hours/year	298.0
Normal Working Hours/day	8.0
Normal Hours/year	2,080.0
Adjusted Working Hours/year	1,782.0
Effective Hourly Wage Rate	\$ 19.92
Holiday/Vacation/Sick Leave/Personal/Admin Time Off Cost	\$ 3.33

## Pension

Percent of Effective Wage Rate	1.02%
Pension/Retirement Cost	\$ 0.20

# Fringe Benefit Calculation for Responsible Charge

Melissa Hart

New Rate 8/13/18

Annual Salary	Estimated hours worked/year	Effective Wage rate
\$ 30,992.00	2080	\$ 14.90

## Insurance Cost (Per Month)

Health	\$ -
Dental	\$ -
Accidental Death and Dismemberment (AD&D)	\$ -
Life	\$ 1.27
Vision	\$ -
Other Insurance Benefits	\$ -
Insurance Cost/month	\$ 1.27
Insurance Cost/hour	\$ 0.01

## Workmen's Compensation

Workman's Compensation Insurance - rate = (rate ÷ \$100 x Wage Rate = \$ per hr.)

Rate per \$100 of coverage	\$ 3.84
Effective Hourly Effective Wage Rate	\$ 14.90
Workman's Compensation Insurance Cost	\$ 0.57

## FICA/Medicare (7.65 %)

FICA (6.2 Percent of Effective Hourly Wage Rate)	\$ 0.92
Medicare (1.45 Percent of Effective Hourly Wage Rate)	\$ 0.22

## Holiday/Vacation/Sick Leave/Personal/Admin Time Off

Vacation days	9.8
Sick Days	3.3
Pers/Adm. Days	-
Holidays	8.0
Leave days/year	21.1
Leave hours/year	168.8
Normal Working Hours/day	8.0
Normal Hours/year	2,080.0
Adjusted Working Hours/year	1,911.2
Effective Hourly Wage Rate	\$ 14.90
Holiday/Vacation/Sick Leave/Personal/Admin Time Off Cost	\$ 1.32

## Pension

Percent of Effective Wage Rate	1.02%
Pension/Retirement Cost	\$ 0.15

# Fringe Benefit Calculation for Responsible Charge

Mindy Manning

Effective 8/13/18

Annual Salary	Estimated hours worked/year	Effective Wage rate
\$ 30,638.40	2080	\$ 14.73

## Insurance Cost (Per Month)

Health	\$ 731.38
Dental	\$ 21.69
Accidental Death and Dismemberment (AD&D)	\$ -
Life	\$ 1.27
Vision	\$ -
Other Insurance Benefits	\$ -
Insurance Cost/month	\$ 754.34
Insurance Cost/hour	\$ 4.35

## Workmen's Compensation

Workman's Compensation Insurance - rate = (rate ÷ \$100 x Wage Rate = \$ per hr.)

Rate per \$100 of coverage	\$ 3.84
Effective Hourly Effective Wage Rate	\$ 14.73
Workman's Compensation Insurance Cost	\$ 0.57

## FICA/Medicare (7.65 %)

FICA (6.2 Percent of Effective Hourly Wage Rate)	\$ 0.91
Medicare (1.45 Percent of Effective Hourly Wage Rate)	\$ 0.21

## Holiday/Vacation/Sick Leave/Personal/Admin Time Off

Vacation days	15.4
Sick Days	4.1
Pers/Adm. Days	-
Holidays	8.0
Leave days/year	27.5
Leave hours/year	220.0
Normal Working Hours/day	8.0
Normal Hours/year	2,080.0
Adjusted Working Hours/year	1,860.0
Effective Hourly Wage Rate	\$ 14.73
Holiday/Vacation/Sick Leave/Personal/Admin Time Off Cost	\$ 1.74

## Pension

Percent of Effective Wage Rate	1.02%
Pension/Retirement Cost	\$ 0.15

# **Fringe Benefit Calculation for Responsible Charge**

Mindy Manning

Effective 08/13/18

Annual Salary	Estimated hours worked/year	Effective Wage rate
\$ 30,638.40	2080	\$ 14.73

\*Shaded areas to be completed by the LPA

## **Insurance Cost (Per Month)**

Health	\$	731.38
Dental	\$	21.69
Accidental Death and Dismemberment (AD&D)		
Life	\$	1.27
Vision		
Other Insurance Benefits		
Insurance Cost/month	\$	754.34
Insurance Cost/hour	\$	4.35

## **Workmen's Compensation**

Workman's Compensation Insurance - rate = \$.265 per \$100 of wages (rate ÷ \$100 x Wage Rate = \$.10 per hr.)

Rate per \$100 of coverage	\$	3.84
Effective Hourly Effective Wage Rate	\$	14.73
Workman's Compensation Insurance Cost	\$	0.57

## **FICA/Medicare (7.65 %)**

FICA (6.2 Percent of Effective Hourly Wage Rate)	\$	0.91
Medicare (1.45 Percent of Effective Hourly Wage Rate)	\$	0.21

## **Holiday/Vacation/Sick Leave/Personal/Admin Time Off**

Vacation days	15.4
Sick Days	4.1
Pers/Adm. Days	
Holidays	8.0
Leave days/year	27.5
Leave hours/year	220.0
Normal Working Hours/day	8.0
Normal Hours/year	2,080.0
Adjusted Working Hours/year	1,860.0
Effective Hourly Wage Rate	\$ 14.73
Holiday/Vacation/Sick Leave/Personal/Admin Time Off Cost	\$ 1.74

## **Pension**

Percent of Effective Wage Rate	1.02%
Pension/Retirement Cost	\$ 0.15

Insurance Cost	Work Comp	6.2% FICA	1.45% Medicare	Holiday Vac Sick	Pension/Retirement	Total fringe/hour
\$4.35	\$0.57	\$0.91	\$0.21	\$1.74	\$0.15	\$7.94

Other typical expenses may be submitted for reimbursement as allowed under the RC Reimbursement guidelines

Effective hourly rate	\$	14.73
Fringe benefits per hour	\$	7.94
Total hourly rate	\$	22.67



## PR Check History 07/20/2018 thru 10/12/2018

004424 Bradley-Larsen, Tammy M

Check Number DD00055471				Check Date 08/17/2018				Check Type C	Pay Period 07/30/2018 - 08/12/2018									
Dept	Loc	Job Class	Earning Code	Add Hrs	Visits	Hours	Rate	Earnings	Earnings GL Account Code	Deduct Code	Ded Type	Deduct Amount	Deduction GL Account Code	Benefit Code	Benefits Taken	Benefits Earned	Benefits Adjusted	
										DENTS	D	7.23	01-23150-00-00		0.00	0.00	0.00	
										VIS-S	D	7.64	01-23155-00-00		0.00	0.00	0.00	
										MD6S3	D	52.24	01-23130-00-00		0.00	0.00	0.00	
										LIFE S	D	4.50	01-23157-00-00		0.00	0.00	0.00	
										LIFDEP	D	1.35	01-23157-00-00		0.00	0.00	0.00	
										401ROT	D	15.00	01-23180-00-00		0.00	0.00	0.00	
Weeks Worked 2						90.00	\$1,849.73					\$1,849.73	Net Amount \$0.00		0.00	9.00	0.00	

Check Number DD00055615				Check Date 08/31/2018				Check Type C	Pay Period 08/13/2018 - 08/26/2018											
Dept	Loc	Job Class	Earning Code	Add Hrs	Visits	Hours	Rate	Earnings	Earnings GL Account Code	Deduct Code	Ded Type	Deduct Amount	Deduction GL Account Code	Benefit Code	Benefits Taken	Benefits Earned	Benefits Adjusted			
57	00	MRCOR	OT	Yes		5.75	0.00	171.29	01-60200-57-00	TAXST	T	62.24	01-23110-00-00	PTOFEX	0.00	7.50	0.00			
57	00	MRCOR	REG	Yes		74.25	0.00	1,474.62	01-60000-57-00	UC-ST	X	0.00		SICKEX	5.75	1.50	0.00			
57	00	MRCOR	SICK	Yes		5.75	0.00	114.20	01-60400-57-00	TAXFED	T	124.12	01-23100-00-00		0.00	0.00	0.00			
										TAXFIC	T	109.13	01-23120-00-00		0.00	0.00	0.00			
										TAXMED	T	25.52	01-23120-00-00		0.00	0.00	0.00			
										ACH-%	Z	1,401.57	01-10200-00-00		0.00	0.00	0.00			
										401ROT	D	15.00	01-23180-00-00		0.00	0.00	0.00			
										UNIMED	D	22.53	01-23195-00-00		0.00	0.00	0.00			
Weeks Worked 2						85.75	\$1,760.11					\$1,760.11	Net Amount \$0.00		5.75	9.00	0.00			

Check Number DD00055765				Check Date 09/14/2018				Check Type C		Pay Period 08/27/2018 - 09/09/2018								
Dept	Loc	Job Class	Earning Code	Add Hrs	Visits	Hours	Rate	Earnings	Earnings GL Account Code	Deduct Code	Ded Type	Deduct Amount	Deduction GL Account Code	Benefit Code	Benefits Taken	Benefits Earned	Benefits Adjusted	
57	00	MRCOR	HOL	Yes		8.00	0.00	158.88	01-60600-57-00	TAXST	T	52.91	01-23110-00-00	PTOFEX	0.00	7.50	0.00	
57	00	MRCOR	OT	Yes		3.75	0.00	111.71	01-60200-57-00	UC-ST	X	0.00		SICKEX	0.00	1.50	0.00	
57	00	MRCOR	REG	Yes		70.50	0.00	1,400.15	01-60000-57-00	TAXFED	T	107.13	01-23100-00-00		0.00	0.00	0.00	
										TAXFIC	T	100.35	01-23120-00-00		0.00	0.00	0.00	
										TAXMED	T	23.47	01-23120-00-00		0.00	0.00	0.00	
										ACH-%	Z	1,313.79	01-10200-00-00		0.00	0.00	0.00	
										MD6S3	D	52.24	01-23130-00-00		0.00	0.00	0.00	

PR Check History 07/20/2018 thru 10/12/2018

004424		Bradley-Larsen, Tammy M																
Check Number DD00055170				Check Date 07/20/2018				Check Type C		Pay Period 07/02/2018 - 07/15/2018								
Dept	Loc	Job Class	Earning Code	Add Hrs	Visits	Hours	Rate	Earnings	Earnings GL Account Code	Deduct Code	Ded Type	Deduct Amount	Deduction GL Account Code	Benefit Code	Benefits Taken	Benefits Earned	Benefits Adjusted	
57	00	MRCOR	HOL	Yes		8.00	0.00	155.77	01-60600-57-00	TAXST	T	59.88	01-23110-00-00	PTOFEX	5.50	7.50	0.00	
57	00	MRCOR	OT	Yes		8.00	0.00	233.65	01-60200-57-00	UC-ST	X	0.00		SICKEX	0.00	1.50	0.00	
57	00	MRCOR	PTO	Yes		5.50	0.00	107.09	01-60400-57-00	TAXFED	T	119.81	01-23100-00-00		0.00	0.00	0.00	
57	00	MRCOR	REG	Yes		66.50	0.00	1,294.81	01-60000-57-00	TAXFIC	T	106.90	01-23120-00-00		0.00	0.00	0.00	
										TAXMED	T	25.00	01-23120-00-00		0.00	0.00	0.00	
										ACH-%	Z	1,391.77	01-10200-00-00		0.00	0.00	0.00	
										DENTS	D	7.23	01-23150-00-00		0.00	0.00	0.00	
										VIS-S	D	7.64	01-23155-00-00		0.00	0.00	0.00	
										MD6S3	D	52.24	01-23130-00-00		0.00	0.00	0.00	
										LIFE S	D	4.50	01-23157-00-00		0.00	0.00	0.00	
										LIFDEP	D	1.35	01-23157-00-00		0.00	0.00	0.00	
										401ROT	D	15.00	01-23180-00-00		0.00	0.00	0.00	
Weeks Worked 2						88.00		\$1,791.32				\$1,791.32	Net Amount \$0.00		5.50	9.00	0.00	

Check Number DD00055320				Check Date 08/03/2018				Check Type C		Pay Period 07/16/2018 - 07/29/2018								
Dept	Loc	Job Class	Earning Code	Add Hrs	Visits	Hours	Rate	Earnings	Earnings GL Account Code	Deduct Code	Ded Type	Deduct Amount	Deduction GL Account Code	Benefit Code	Benefits Taken	Benefits Earned	Benefits Adjusted	
57	00	MRCOR	PTO	Yes		47.75	0.00	929.73	01-60400-57-00	TAXST	T	45.68	01-23110-00-00	PTOFEX	47.75	7.50	0.00	
57	00	MRCOR	REG	Yes		32.25	0.00	627.94	01-60000-57-00	UC-ST	X	0.00		SICKEX	0.00	1.50	0.00	
										TAXFED	T	93.56	01-23100-00-00		0.00	0.00	0.00	
										TAXFIC	T	93.34	01-23120-00-00		0.00	0.00	0.00	
										TAXMED	T	21.83	01-23120-00-00		0.00	0.00	0.00	
										ACH-%	Z	1,185.69	01-10200-00-00		0.00	0.00	0.00	
										MD6S3	D	52.24	01-23130-00-00		0.00	0.00	0.00	
										LIFE S	D	4.50	01-23157-00-00		0.00	0.00	0.00	
										LIFDEP	D	1.35	01-23157-00-00		0.00	0.00	0.00	
										401ROT	D	15.00	01-23180-00-00		0.00	0.00	0.00	
										UNIMED	D	44.48	01-23195-00-00		0.00	0.00	0.00	
Weeks Worked 2						80.00		\$1,557.67				\$1,557.67	Net Amount \$0.00		47.75	9.00	0.00	

presence Home

# PR Check History 07/20/2018 thru 10/12/2018

004424 Bradley-Larsen, Tammy M

Check Number DD00055915				Check Date 09/28/2018				Check Type C		Pay Period 09/10/2018 - 09/23/2018							
Dept	Loc	Job Class	Earning Code	Add Hrs	Visits	Hours	Rate	Earnings	Earnings GL Account Code	Deduct Code	Ded Type	Deduct Amount	Deduction GL Account Code	Benefit Code	Benefits Taken	Benefits Earned	Benefits Adjusted
										TAXFED	T	120.53	01-23100-00-00		0.00	0.00	0.00
										TAXFIC	T	107.27	01-23120-00-00		0.00	0.00	0.00
										TAXMED	T	25.09	01-23120-00-00		0.00	0.00	0.00
										ACH-%	Z	1,396.23	01-10200-00-00		0.00	0.00	0.00
										DENTS	D	7.23	01-23150-00-00		0.00	0.00	0.00
										VIS-S	D	7.64	01-23155-00-00		0.00	0.00	0.00
										MD6S3	D	52.24	01-23130-00-00		0.00	0.00	0.00
										LIFE S	D	4.50	01-23157-00-00		0.00	0.00	0.00
										LIFDEP	D	1.35	01-23157-00-00		0.00	0.00	0.00
										401ROT	D	15.00	01-23180-00-00		0.00	0.00	0.00
Weighted Rate Calculation:																	
Pre 8/13 Rate 28.91 x 240 = 6938.40																	
8/13-9/30 Rate 29.60 x 280 = 8288.00																	
520 15226.40																	
520 = 29.28																	
Weeks Worked 2										87.00		\$1,797.35					0.00

Weighted Rate Calculation:  
 Pre 8/13 Rate  $28.91 \times 240 = 6938.40$   
 8/13-9/30 Rate  $29.60 \times 280 = 8288.00$   
520 15226.40  
 $520 = 29.28$

Check Number DD00056070				Check Date 10/12/2018				Check Type C		Pay Period 09/24/2018		
Dept	Loc	Job Class	Earning Code	Add Hrs	Visits	Hours	Rate	Earnings	Earnings GL Account Code	Deduct Code	Ded Type	Deduct Amount
57	00	MRCOR	OT	Yes		5.25	0.00	156.40	01-60200-57-00	TAXST	T	57.82
57	00	MRCOR	REG	Yes		75.50	0.00	1,499.43	01-60000-57-00	UC-ST	X	0.00
57	00	MRCOR	PTO	Yes		4.50	0.00	89.37	01-60400-57-00	TAXFED	T	116.06
										TAXFIC	T	104.96
										TAXMED	T	24.55
										ACH-%	Z	1,349.60
										MD6S3	D	52.24
										LIFE S	D	4.50
										LIFDEP	D	1.35
										401ROT	D	15.00
										UNIMED	D	19.12
Weeks Worked 2						85.25		\$1,745.20	\$1,745.20			

Admin Time 439.00  
 Less Drive Time (15.59)  
 Net Hours Admin 423.41  
 Weighted Hourly Rate  $\times \$ 29.28$   
 Plus Benefits  
 Total Admin Q3 2018 12,397.44

Totals for Employee ID: 004424				Earning Code	Hours	Rate	Earnings	Deduction Description	Deduct Code	Deduct Amount	Benefit Description	Benefit Code	Benefits Taken	Benefits Earned	Benefits Adjusted
Earnings Description															
Holiday				HOL	16.00	19.67	314.65	401(k) Roth Contribu	401ROT	105.00	Vacation - Full Time	PTOFEX	57.75	52.50	0.00

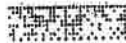
PR Check History 07/20/2018 thru 10/12/2018

004424 Bradley-Larsen, Tammy M													
Totals for Employee ID: 004424 Earnings Description	Earning Code	Hours	Rate	Earnings	Deduction Description	Deduct Code	Deduct Amount	Benefit Description	Benefit Code	Benefits Taken	Benefits Earned	Benefits Adjusted	
		0.00	0.00	0.00	State Inc Tax	TAXST	402.53			0.00	0.00	0.00	
		0.00	0.00	0.00	Nebraska Unemploy	UC-ST	0.00			0.00	0.00	0.00	
		0.00	0.00	0.00	Unimed Pharmacy	UNIMED	86.13			0.00	0.00	0.00	
		0.00	0.00	0.00	Vision - Employee C	VIS-S	22.92			0.00	0.00	0.00	
Employee Total		Weeks Worked: 14	598.25	\$12,172.12						63.50	63.00	0.00	
							\$12,172.12	Net Amount \$0.00					

66.5	28.91	1922.515
32.25	28.91	932.3475
74.25	29.6	2197.8
70.5	29.6	2086.8
37.75	29.6	1117.4

281.25		8256.8625
-15		-461.464
266.25		\$ 7,795.40

---



2/2 010000

Account number 79157131

## PHILADELPHIA INSURANCE COMPANIES

## Your account summary

## Your balance breakdown

Product	Policy	Term / Bill plan	Premium charged (\$)	Premium applied (\$)	Previous balance (\$) @	Installment amount (\$) @	Taxes / surcharge (\$) @	Fees (\$) @	Payment / credits @	Balance due (\$)
79157131 Midwest Geriatrics, Inc.										
Nrs Hom Pkg	PHPK1811304	05/01/2018 - 19 25% & 9	14,164.00	0.00	0.00	3,541.00	0.00	0.00	0.00	3,541.00
			14,164.00	0.00	0.00	3,541.00	0.00	0.00	0.00	3,541.00

Payments will be allocated  
towards these charges first

Total Balance: 3,541.00

Apr 18 914.44  
 May 18 1073.92  
 June 18 1073.92  
\$3062.28  
 Total 2nd Q 2018

5/1/18-5/1/19 Policy year \$ 14,164.00  
 Less Gerimed car (1,277.00)  
 Net Premium \$ 12,887.00/12  
 Monthly Expense = \$ 1073.92

May-June 18 Expense \$1073.92 x 2 = \$2147.84  
 July-Sep 18 Expense \$1073.92 x 3 = \$3221.76

Or,

Florence Home

Service	Vehicle	Date	Amount
Florence Auto Body	2012 Dodge Caravan	7/12/2018	\$628.40
Unique Auto	2015 Toyota Corolla	9/4/2018	\$39.04
Midwest Tire	2014 Ford	8/28/2018	\$291.00
Florence Auto Body	2012 Dodge Caravan	8/2/2018	\$83.75
Total			\$1,042.19

Florence Home

Service	Vehicle	Date	Amount
Florence Auto Body	2012 Dodge Caravan	7/12/2018	\$628.40
Unique Auto	2015 Toyota Corolla	9/4/2018	\$39.04
Midwest Tire	2014 Ford	8/28/2018	\$291.00
Florence Auto Body	2012 Dodge Caravan	8/2/2018	\$83.75
Total			\$1,042.19





**FLORENCE AUTO BODY, INC**  
 2859 CLAY STREET  
 Omaha, NE. 68112  
 Phone: 402-451-3566 Fax: 402-451-5984  
 Quality Service at a Reasonable Price

**INVOICE**

**22706**

Org. Est. # 031581

**INVOICE**

Work Completed : 07/11/2018

Date: 07/12/2018

**FLORENCE HOMES - GENE FLORENCE HOMES**

7915 N 30TH

NE, 68112 OMAHA

Home 402-827-6000 Tracy

2012 Dodge - Grand Caravan SE - 3.6L, V6 (220CI) VIN(G)

Lic # : 1705

Odometer In : 102414

VIN# : 2C4RDGBG7 CR166931

Part Description / Number	Qty	Sale	Ext	Labor Description	Ext
COOLING FAN MODULE - All Applicable Models 5058674AD Shop Supplies	1.00	360.00	360.00	VEHICLE OVER HEATED. CUSTOMER SHUT OFF VEHICLE AND HAD TOWED IN CHECK AND ADVISE	90.00
			5.00	TOWING TOWING	79.90
				COOLING FAN MODULE - Remove & Replace - All Applicable Models	90.00
				Hazardous Materials	3.50

OK  
 7/12/2018  
~~000000~~

~~000000~~ 01-71200-45-00

Org. Estimate 178.40 Revisions 0.00 Current Estimate 178.40

<b>Labor:</b>	<b>180.00</b>
<b>Parts:</b>	<b>365.00</b>
<b>Sublet:</b>	<b>79.90</b>
<b>HazMat:</b>	<b>3.50</b>
<b>SubTotal:</b>	<b>628.40</b>
<b>Tax:</b>	<b>0.00</b>
<b>Total:</b>	<b>628.40</b>
<b>Bal Due:</b>	<b>\$628.40</b>

[Payments -]

**See Us For All Your Automotive Needs**

Vehicle Received: 07/11/2018

Customer Number : 3112

I hereby authorize the above repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage or any other cause beyond your control or for any delays by unavailability of parts or delays in shipments by the supplier or transporter. I hereby grant you, your employees permission to operate the vehicle described on streets, highways or elsewhere for the purpose of testing and/or inspection.  
 NOTE: Payment in full is required upon receiving vehicle.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Unique Auto Sales**  
 4504 Cuming Street  
 Omaha, NE. 68132  
 Phone: 402-991-3111 Fax: 402-502-9891

**INVOICE**

**27188**

**Invoice from History**

Work Completed : 08/17/2018

Date: 09/04/2018

**Florence Home - Florence Home**

7915 N 30th st

Omaha, NE 68112

Cellular 402-679-9081 \* -- Home 402-827-6037 \*

2015 Toyota - Corolla LE - 1.8L, In-Line4 (110CI) VIN(U)

Lic # : 1175

Odometer In : 27948

VIN # : 2T1BURHEX FC351983

Part Description	Qty	Sale	Ext	Labor Description	Ext
Oil Filter	1.00	6.49	6.49	Customer says the "Maintenance Required" light came on, please check and advise.	n/c
Standard Motor Oil	5.00	3.00	15.00	Courtesy Vehicle Inspection and Evaluation	n/c
Shop Supplies			2.80	Quality Control Inspection	n/c
				Change Motor Oil & Lube Chassis	13.50
				Perform Basic 3,000 Mile Service, Changed Motor Oil, Replaced Filter, Add Up To 5 Qts Standard Motor Oil, Lube Chassis, Check All Fluids, Top Off Levels and Set Correct Tire Pressures.	
				Hazardous Materials	1.25
				<b>[ Recommendations ]</b>	
				Perform Lube, Oil & Filter Exchange on 11/15/2018 or 30900 Miles.	

01-65000-45-00  
 EA  
 9-6-18

9-5-18

[ Payments - ]

I hereby authorize the above repair work or any additional work approved verbally to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein described on street, highways or elsewhere for the purpose to testing and/or inspection. An express mechanic's lien as well as Storage lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. Warranty on parts and labor is one years or 12,000 miles whichever comes first. Warranty work has to be performed in our shop & cannot exceed the original cost of repair. A storage fee will be assessed 5 business days after estimate is given/ 5 business days after work complete if not prior approval. Storage fee is 25 dollars a day.

Vehicle Received: 8/21/2018

Labor:	13.50
Parts:	24.29
HazMat:	1.25
Sub:	39.04
Tax:	0.00
Total:	\$39.04
Bal Due:	\$39.04

Customer Number : 3169

# MIDWEST TIRE

FAMILY OWNED SINCE 1944

Midwest Tire Co., Inc. ► 1102 South 13th Street ► Omaha, Nebraska 68108  
402) 342-2248 ► FAX (402) 342-9162 ► WWW.MIDWESTTIREOMAHA.COM



**COOPER TIRES**

► GOODYEAR ► CONTINENTAL  
► GENERAL TIRE ► CARLISLE ► MICHELIN  
► KUMHO ► NEXEN ► FIRESTONE

voice # 1-304568 Dealer ID# Page 1 of 1

ate 08/29/2018

Emp: 1-7 JM / 1-7 JM

Aug 28, 2018 3:04 pm  
ut Aug 29, 2018 11:41 am

## \*\*\*\*\*INVOICE\*\*\*\*\*

Sold To:  
FLORENCE HOME  
7915 N.30 ST  
OMAHA NE 68112

Ship To:

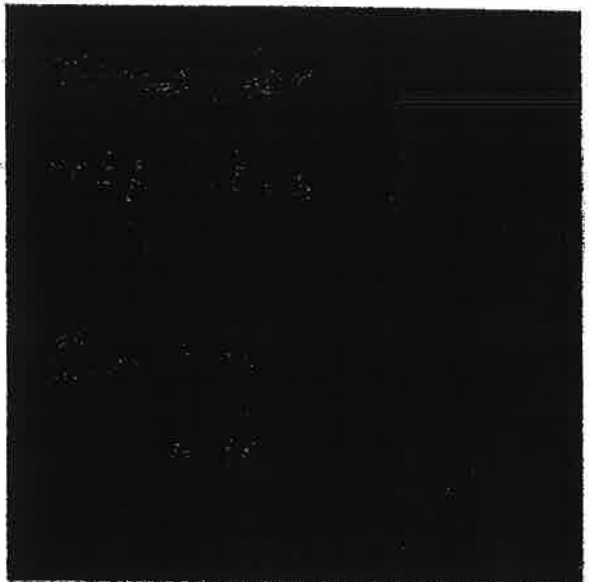
Other Information: *2014 Ford*  
Vehicle: 03 FORD E-350  
License:  
Mileage: In: 32,464 Out: 0  
Vin#:  
PO#:

Business Phone: 402-827-6012

Salesman	Mechanic	Part #	QTY	Description	Parts	Labor	FET	Total
7		K600006	2.00	LT225/75R16E KENDA KLEVER HT/2 KR600	131.50	0.00	0.00	263.00
7		MOUNT99	2.00	TIRE MOUNT	0.00	0.00	0.00	0.00
7		DSP-08	2.00	TIRE DISPOSAL	0.00	0.00	0.00	0.00
7		BAL-99	2.00	WHEEL BALANCE	0.00	0.00	0.00	0.00
7		NE.TIRE.TAX-01	2.00	NE. TIRE FEE	1.00	0.00	0.00	2.00
7		USAF TIRE-	2.00	PROTECTION PLAN-	0.00	0.00	0.00	0.00
		N/C ROTATION EVERY 10,000 MILES.						
7		FL07	1.00	16"/17" 8-HOLE LT TRK TIRE REPAIR	0.00	26.00	0.00	26.00

REPLACED LEFT FRONT AND RRO. MOVED NEW TIRES TO FRONT. FIXED THE RRI

01-71200-45-00  
EA 8-29-18



A SERVICE CHARGE of 1 1/2% per month (18% annually) will be charged on all accounts past due 30 days.

Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

### SECURITY INTEREST

"Security Interest. We retain a security interest in all goods purchased under this agreement under the Uniform Commercial Code until the unpaid balance of each purchase is fully paid."

CUSTOMER SIGNATURE

Cash:	Check: 0.00	Credit:	Charge: 291.00	Parts: 265.00
Change:			Due Date: 09/10/2018	Labor: 26.00
				Subtotal: 291.00
				Sales Tax:
				Total: \$291.00

COOLING SYSTEM ► WHEEL BALANCE ► SHOCKS AND STRUTS ► DRIVE LINE SERVICE ► OIL CHANGES ► ALIGNMENT ► BRAKES ► BATTERIES

# Florence

AUTO BODY, INC.  
PLUS AUTO CARE.

FLORENCE AUTO BODY, INC.

2869 CLAY STREET

Omaha, NE. 68112

Phone: 402-451-3566 Fax: 402-451-5984

Quality Service at a Reasonable Price

QB  
BOOKS  
8-2-18

INVOICE

22766

## INVOICE

FLORENCE HOMES - GENE FLORENCE HOMES

7915 N 30TH

NE, 68112 OMAHA

Home 402-827-6000 Tracy

Work Completed : 07/31/2018

Date: 08/02/2018

2012 Dodge - Grand Caravan SE - 3.6L V6 (220CI) VIN(G)

Lic #: 1705

Odometer In : 1027

VIN #: 2C4RDGBG7 CR166931

Part Description / Number

Qty

Sale

Ext

Labor Description

Gas cap-OEM

52030380AB

1.00

20.25

20.25

check engine light

PO456-Small Evap Leak-replaced Gas cap

Tire pressure monitor light is on.

Hazardous Materials

E

60.1

3.5

01-71200-45-00

CA 10-11-18

Org. Estimate 53.50

Revisions 0.00

Current Estimate 53.50

Charged 8-2-18

Labor:	60.00
Parts:	20.25
HazMat:	3.50
SubTotal:	83.75
Tax:	0.00
Total:	83.75
Bal Due:	\$83.75

[ Payments - ]

Vehicle Received: 07/31/2018

See Us For All Your Automotive Needs

I hereby authorize the above repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage or any other cause beyond your control or for any delays by unavailability of parts or delays in shipments by the supplier or transporter. I hereby grant you, your employees permission to operate the vehicle described on streets, highways or elsewhere for the purpose of testing and/or inspection.

NOTE: Payment in full is required upon receiving vehicle.

Signature

Brady-Rouse

Date

Customer Number : 3112

**Contractor Name:** Florence Home Transportation

**Billing Period:** 7-1-2018 to 9-30-2018

## **Progress Report Form**

---

### **Work Completed for Current Billing Period:**

17% of transportation expenses are being requested in this reporting period. This represents 658 trips for July to September 2018. Transportation was conducted for residents of Florence Home, Royale Oaks and House of Hope. Time was calculated based on boarding time; drive time to doctor visits, essential shopping, van trips and dental visits; time to assist residents off the vehicles and to their visit and then back on the vehicles; and drive time back to the facilities.

### **Anticipated Work for Next Billing Period:**

This is the final quarter under this grant year. However, anticipated work for the next billing period will be the same -- transporting to and from doctor visits and outings.

### **Information Needed from MAPA/FTA:**

None at this time

### **Percent of Work Completed to Date:**

100% (including 2,727 trips to date under the current contract)

### **Outstanding Issues:**

None at this time.

Florence Home

Gas Date	Amount
7/2/2018	\$70.50
7/9/2018	\$24.90
7/9/2018	\$39.00
7/12/2018	\$24.00
7/13/2018	\$24.97
7/13/2018	\$43.52
7/13/2018	\$18.90
7/20/2018	\$36.00
7/20/2018	\$27.75
7/14/2018	\$22.51
7/26/2018	\$57.00
7/31/2018	\$23.40
8/1/2018	\$77.65
8/2/2018	\$38.00
8/6/2018	\$25.00
8/6/2018	\$33.51
8/8/2018	\$20.60
8/13/2018	\$44.00
8/20/2018	\$80.50
8/24/2018	\$24.25
8/28/2018	\$33.33
8/28/2018	\$27.01
9/5/2018	\$33.89
9/5/2018	\$69.00
9/5/2018	\$22.97
9/12/2018	\$36.42
9/13/2018	\$25.35
9/18/2018	\$78.94
9/18/2018	\$12.50
9/19/2018	\$34.56
9/25/2018	\$39.35
9/25/2018	\$22.30
9/28/2018	\$37.10
Total	\$1,228.68

2014 Total Due + ...  
mm

Welcome to Shell

SPEEDEE MART 2732  
8724 N. 30th  
Omaha NE 68104

SHELL  
8724 NORTH 30TH ST  
OMAHA, NE 68104  
10006613003

07/02/2018 9:38:07 AM  
Register: 1 Trans #: 2268 Op ID: 5  
Your cashier: Mike

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

REGULAR CA PUMP# 2  
26.120 GAL @ \$2.699/GAL \$70.50 99

Subtotal = \$70.50

Tax = \$0.00

Total = \$70.50

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

Change Due = \$0.00

Credit \$70.50

Credit USD\$70.50

XXXXXXXXXXXXXXXX1003, SHELL COMM

Swiped

APPROVED

AUTH # 002981

INV # 727172

Customer Copy

Local Store Discount  
Join the Fuel Rewards program and save!  
Fuel Rewards Members save up  
to \$0.10/gal after every 5 gal fill of  
Shell V-Power NITRO+ Premium Gasoline  
through 9/2. JOIN TODAY!  
Terms/conditions apply.

THANK YOU  
FOR SHOPPING AT  
SHELL SPEEDEE MART

KOHL/HOHAL Hanesport

2015 Toyota

Welcome to Shell

SPEEDEE MART 2732

8724 N. 30th

Omaha NE 68104

Vin  
1983

SHELL

8724 NORTH 30TH ST

OMAHA, NE 68104

10006613003

Rafael

07/09/2018 11:23:52 AM  
Register: 1 Trans #: 8554 Op ID: 2  
Your cashier: Loraine

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

REGULAR CA PUMP# 4  
9.227 GAL @ \$2.699/GAL \$24.90 99

Subtotal = \$24.90

Tax = \$0.00

Total = \$24.90

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

Change Due = \$0.00

Credit \$24.90

Credit USD\$24.90

XXXXXXXXXXXXXXXX1003, SHELL COMM

Swiped

APPROVED

AUTH # 009144

INV # 787473

Customer Copy

Local Store Discount  
Join the Fuel Rewards program and save!  
Fuel Rewards Members save up  
to \$0.10/gal after every 5 gal fill of  
Shell V-Power Nitro+ Premium Gasoline  
through 9/2. JOIN TODAY!  
Terms/conditions apply.

THANK YOU  
FOR SHOPPING AT  
SHELL SPEEDEE MART



2012 Dodge # 6931

MMU

Welcome to Shell

SPEEDEE MART 2732  
8724 N. 30th  
Omaha, NE 68104

SHELL  
8724 NORTH 30TH ST  
OMAHA, NE 68104  
10006613003

07/09/2018 2:47:10 PM  
Register: 1 Trans #: 8716 Op ID: 6  
Your cashier: Jennifer

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

REGULAR CA PUMP# 1  
14.449 GAL @ \$2.699/GAL \$39.00 99

Subtotal = \$39.00

Tax = \$0.00

Total = \$39.00

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

Change Due = \$0.00

Credit \$39.00

Credit USD\$39.00

XXXXXXXXXXXXXXXX1003, SHELL COMM

Swiped

APPROVED

AUTH # 009544

INV # 789081

Customer Copy

Local Store Discount

Join the Fuel Rewards program and save!

Fuel Rewards Members save up

to \$0.10/gal after every 5 gal fill of

Shell V-Power NITRO+ Premium Gasoline

through 9/2. JOIN TODAY!

Terms/conditions apply.

THANK YOU  
FOR SHOPPING AT  
SHELL SPEEDEE MART

Welcome to Shell

SPEEDEE MART 2732  
8724 N. 30th  
Omaha NE 68104

*Little  
Toys  
Corral*

SHELL  
8724 NORTH 30TH ST  
OMAHA, NE 68104  
10006613003

07/12/2018 8:31:37 AM  
Register: 1 Trans #: 1099 Op ID: 5  
Your cashier: Mike

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

REGULAR CA PUMP# 3  
8.730 GAL @ \$2.749/GAL \$24.00 99  
-----  
Subtotal = \$24.00  
Tax = \$0.00  
-----  
Total = \$24.00

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

Change Due = \$0.00  
Credit \$24.00  
-----  
Credit USD\$24.00  
XXXXXXXXXXXXXXXX1003, SHELL COMM  
Swiped  
APPROVED  
AUTH # 012958 INV # 812016

Customer Copy  
-----

-----  
Local Store Discount  
Join the Fuel Rewards program and save!  
Fuel Rewards Members save up  
to \$0.10/gal after every 5 gal fill of  
Shell V-Power NITRO+ Premium Gasoline  
through 9/2. JOIN TODAY!  
Terms/conditions apply.

THANK YOU  
FOR SHOPPING AT  
SHELL SPEEDEE MART

2012 Grand Canyon  
Welcome to Shell

SPEEDEE MART 2732  
8724 N. 30th  
Omaha NE 68104

SHELL  
8724 NORTH 30TH ST  
OMAHA, NE 68104  
10006613003

07/13/2018 2:24:27 PM  
Register: 1 Trans #: 2286 Op ID: 6  
Your cashier: Jennifer

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

REGULAR CA PUMP# 3  
9.084 GAL @ \$2.749/GAL \$24.97 99

Subtotal = \$24.97

Tax = \$0.00

Total = \$24.97

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

Change Due = \$0.00

Credit \$24.97

Credit USD\$24.97

XXXXXXXXXXXXXXXX1003, SHELL COMM

Swiped

APPROVED

AUTH # 013508

INV # 823716

Customer Copy

Local Store Discount  
Join the Fuel Rewards program and save!  
Fuel Rewards Members save up  
to \$0.10/gal after every 5 gal fill of  
Shell V-Power NITRO+ Premium Gasoline  
through 9/2. JOIN TODAY!  
Terms/conditions apply.

THANK YOU  
FOR SHOPPING AT  
SHELL SPEEDEE MART

2016 Ford Van

Welcome to Shell

SPEEDEE MART 2732  
8724 N. 30th  
Omaha NE 68104

SHELL  
8724 NORTH 30TH ST  
OMAHA, NE 68104  
10006613003

07/13/2018 9:12:29 AM  
Register: 1 Trans #: 2025 Op ID: 6  
Your cashier: Jennifer

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

REGULAR CA PUMP# 7  
15.833 GAL @ \$2.749/GAL \$43.52 99

Subtotal = \$43.52

Tax = \$0.00

Total = \$43.52

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

Change Due = \$0.00

Credit \$43.52

Credit USD\$43.52

XXXXXXXXXXXXXXXX1003, SHELL COMM

Swiped

APPROVED

AUTH # 013393

INV # 821264

Customer Copy

Local Store Discount

Join the Fuel Rewards program and save!

Fuel Rewards Members save up

to \$0.10/gal after every 5 gal fill of

Shell V-Power Nitro+ Premium Gasoline

through 9/2. JOIN TODAY!

Terms/conditions apply.

THANK YOU  
FOR SHOPPING AT  
SHELL SPEEDEE MART

2015 Toyota

Welcome to Shell

SPEEDEE MART 2732  
8724 N. 30th  
Omaha NE 68104

Vin  
1983

SHELL  
8724 NORTH 30TH ST  
OMAHA, NE 68104  
10006613003

*[Signature]*

07/13/2018 9:48:52 AM  
Register: 1 Trans #: 2059 Op ID: 6  
Your cashier: Jennifer

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

REGULAR CA PUMP# 3  
6.876 GAL @ \$2.749/GAL \$18.90 99  
-----  
Subtotal = \$18.90  
Tax = \$0.00  
-----  
Total = \$18.90

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

Change Due = \$0.00  
Credit \$18.90

-----  
Credit USD\$18.90  
XXXXXXXXXXXXXXXXX1003, SHELL COMM  
Swiped  
APPROVED  
AUTH # 013099 INV # 821553

Customer Copy

-----  
Local Store Discount  
Join the Fuel Rewards program and save!  
Fuel Rewards Members save up  
to \$0.10/gal after every 5 gal fill of  
Shell V-Power NITRO+ Premium Gasoline  
through 9/2. JOIN TODAY!  
Terms/conditions apply.

THANK YOU  
FOR SHOPPING AT  
SHELL SPEEDEE MART

2018  
Lodg

Welcome to Shell

SPEEDEE MART 2732  
8724 N. 30th  
Omaha NE 68104

SHELL  
8724 NORTH 30TH ST  
OMAHA, NE 68104  
10006613003

07/20/2018 11:49:50 AM  
Register: 1 Trans #: 8301 Op ID: 6  
Your cashier: Jennifer

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

REGULAR CA PUMP# 2  
13.642 GAL @ \$2.639/GAL \$36.00 99

Subtotal = \$36.00

Tax = \$0.00

Total = \$36.00

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

Change Due = \$0.00

Credit \$36.00

Credit USD\$36.00

XXXXXXXXXXXXXXXX1003,\*SHELL COMM

Swiped

APPROVED

AUTH # 020226

INV # 881607

Customer Copy

Local Store Discount  
Join the Fuel Rewards program and save!  
Fuel Rewards Members save up  
to \$0.10/gal after every 5 gal fill of  
Shell V-Power NITRO+ Premium Gasoline  
through 9/2. JOIN TODAY!  
Terms/conditions apply.

THANK YOU  
FOR SHOPPING AT

174007 11/11/2017  
2017 Dodge Van

Welcome to Shell

SPEEDEE MART 2732  
8724 N. 30th  
Omaha NE 68104

*[Signature]*

SHELL  
8724 NORTH 30TH ST  
OMAHA, NE 68104  
10006613003

07/20/2018 10:22:07 AM  
Register: 1 Trans #: 8238 Op ID: 6  
Your cashier: Jennifer

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

REGULAR CA PUMP# 7  
10.516 GAL @ \$2.639/GAL \$27.75 99  
-----  
Subtotal = \$27.75  
Tax = \$0.00  
-----  
Total = \$27.75

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

Change Due = \$0.00

Credit \$27.75  
-----

Credit USD\$27.75  
XXXXXXXXXXXXXXXX1003, SHELL COMM  
Swiped  
APPROVED  
AUTH # 020702 INV # 880955

Customer Copy  
-----

-----  
Local Store Discount  
Join the Fuel Rewards program and save!  
Fuel Rewards Members save up  
to \$0.10/gal after every 5 gal fill of  
Shell V-Power NITRO+ Premium Gasoline  
through 9/2. JOIN TODAY!  
Terms/conditions apply.

THANK YOU  
FOR SHOPPING AT  
SHELL SPEEDEE MART  
AMN

RE/IT/LL Transportation  
2015 Toyota

Welcome to Shell

SPEEDEE MART 2732  
8724 N. 30th  
Omaha NE 68104

*J. Evans*  
*208 Evans*

SHELL  
8724 NORTH 30TH ST  
OMAHA, NE 68104  
10006613003

07/24/2018 11:08:06 AM  
Register: 1 Trans #: 1751 Op ID: 6  
Your cashier: Jennifer

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

REGULAR CA PUMP# 3  
8.529 GAL @ \$2.639/GAL \$22.51 99  
-----  
Subtotal = \$22.51  
Tax = \$0.00  
-----  
Total = \$22.51

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

Change Due = \$0.00

Credit \$22.51

-----  
Credit USD\$22.51  
XXXXXXXXXXXXXXXX1003, SHELL COMM  
Swiped  
APPROVED  
AUTH # 024718 INV # 015214

Customer Copy  
-----

-----  
Local Store Discount  
Join the Fuel Rewards program and save!  
Fuel Rewards Members save up  
to \$0.10/gal after every 5 gal fill of  
Shell V-Power NITRO+ Premium Gasoline  
through 9/2. JOIN TODAY!  
Terms/conditions apply.

THANK YOU  
FOR SHOPPING AT  
SHELL SPEEDEE MART



Ford Bus  
2014 # 5936  
mm

Welcome to Shell

SPEEDEE MART 2732  
8724 N. 30th  
Omaha NE 68104

SHELL  
8724 NORTH 30TH ST  
OMAHA, NE 68104  
10006613003

07/26/2018 11:02:46 AM  
Register: 1 Trans #: 3560 Op ID: 4  
Your cashier: Rita

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

REGULAR CA PUMP# 6  
21.598 GAL @ \$2.639/GAL \$57.00 99

Subtotal = \$57.00

Tax = \$0.00

Total = \$57.00

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

Change Due = \$0.00

Credit \$57.00

Credit USD\$57.00

XXXXXXXXXXXXXXXX1003, SHELL COMM

Swiped

APPROVED

AUTH # 026751

INV # 033027

Customer Copy

Local Store Discount  
Join the Fuel Rewards program and save!  
Fuel Rewards Members save up  
to \$0.10/gal after every 5 gal fill of  
Shell V-Power NITRO+ Premium Gasoline  
through 9/2. JOIN TODAY!  
Terms/conditions apply.

THANK YOU  
FOR SHOPPING AT

KO/HH Transportation  
2015 Toyota vin 1983

Welcome to Shell

SPEEDEE MART 2732  
8724 N. 30th  
Omaha NE 68104



SHELL  
8724 NORTH 30TH ST  
OMAHA, NE 68104  
10006613003

07/31/2018 9:46:44 AM  
Register: 1 Trans #: 7889 Op ID: 6  
Your cashier: Jennifer

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

REGULAR CA PUMP# 3  
8.671 GAL @ \$2.699/GAL \$23.40 99

Subtotal = \$23.40  
Tax = \$0.00

Total = \$23.40

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

Change Due = \$0.00

Credit \$23.40

Credit USD\$23.40  
XXXXXXXXXXXXXXXX1003, SHELL COMM

Swiped

APPROVED

AUTH # 031083

INV # 074831

Customer Copy

WELCOME TO SHELL  
ROAL/HOHAL

Welcome to Shell

SPEEDEE MART 2732  
8724 N. 30TH  
Omaha NE 68104

SHELL  
8724 NORTH 30TH ST  
OMAHA, NE 68104  
10006613003

*Rog [Signature]*

08/01/2018 12:42:32 PM  
Register: 1 Trans #: 8932 Op ID: 9  
Your cashier: Michaelle

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

REGULAR CA PUMP# 3  
28.771 GAL @ \$2.699/GAL \$77.65  
Subtotal = \$77.65  
Tax = \$0.00  
Total = \$77.65

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

Change Due = \$0.00  
Credit \$77.65

Credit USD\$77.65  
XXXXXXXXXXXXXXXX1003, SHELL COMM  
Swiped  
APPROVED  
AUTH # 001163 INV # 084525

Customer Copy

Local Store Discount  
Join the Fuel Rewards program and save!  
Fuel Rewards Members save up  
to \$0.10/gal after every 5 gal fill of  
Shell V-Power NiTRO+ Premium Gasoline  
through 9/2. JOIN TODAY!  
Terms/conditions apply.

THANK YOU  
FOR SHOPPING AT  
SHELL SPEEDEE MART

2017  
Dodge

Welcome to Shell

SPEEDEE MART 2732  
8724 N. 30th  
Omaha NE 68104

SHELL  
8724 NORTH 30TH ST  
OMAHA, NE 68104  
10006613003

08/02/2018 8:55:40 AM  
Register: 1 Trans #: 9659 Op ID: 5  
Your cashier: Mike

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

REGULAR CA PUMP# 3  
14.081 GAL @ \$2.699/GAL \$38.00 99  
Subtotal = \$38.00  
Tax = \$0.00  
Total = \$38.00

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

Change Due = \$0.00  
Credit \$38.00

Credit USD\$38.00  
XXXXXXXXXXXXXXXX1003, SHELL COMM  
Swiped  
APPROVED  
AUTH # 002563 INV # 091629

Customer Copy

Local Store Discount  
Join the Fuel Rewards program and save!  
Fuel Rewards Members save up  
to \$0.10/gal after every 5 gal fill of  
Shell V-Power NITRO+ Premium Gasoline  
through 9/2. JOIN TODAY!  
Terms/conditions apply.

THANK YOU  
FOR SHOPPING AT  
SHELL SPEEDEE MART

*Toyota* *VIN 9232*  
Welcome to Shell

SPEEDEE MART 2732  
8724 N. 30th  
Omaha NE 68104

SHELL  
8724 NORTH 30TH ST  
OMAHA, NE 68104  
10006613003

08/06/2018 11:00:54 AM  
Register: 1 Trans #: 3361 Op ID: 6  
Your cashier: Jennifer

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

REGULAR CA PUMP# 3  
9.474 GAL @ \$2.639/GAL \$25.00 99

Subtotal = \$25.00

Tax = \$0.00

Total = \$25.00

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

Change Due = \$0.00

Credit \$25.00

Credit USD\$25.00

XXXXXXXXXXXXXXXX1003, SHELL COMM

Swiped

APPROVED

AUTH # 006986

INV # 127373

Customer Copy

Local Store Discount  
Join the Fuel Rewards program and save!  
Fuel Rewards Members save up  
to \$0.10/gal after every 5 gal fill of  
Shell V-Power NITRO+ Premium Gasoline  
through 9/2. JOIN TODAY!  
Terms/conditions apply.

2012 Dodge

#6731 MM

Welcome to Shell

SPEEDEE MART 2732  
8724 N. 30th  
Omaha NE 68104

SHELL  
8724 NORTH 30TH ST  
OMAHA, NE 68104  
10006613003

08/06/2018 9:54:09 AM  
Register: 1 Trans #: 3314 Op ID: 6  
Your cashier: Jennifer

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

REGULAR CA PUMP# 3  
12.698 GAL @ \$2.639/GAL \$33.51 99  
-----  
Subtotal = \$33.51  
Tax = \$0.00  
-----  
Total = \$33.51

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

Change Due = \$0.00  
Credit \$33.51

-----  
Credit USD\$33.51  
XXXXXXXXXXXXXXXX1003, SHELL COMM  
Swiped  
APPROVED  
AUTH # 006491 INV # 127027

Customer Copy

-----  
Local Store Discount  
Join the Fuel Rewards program and save!  
Fuel Rewards Members save up  
to \$0.10/gal after every 5 gal fill of  
Shell V-Power NITRO+ Premium Gasoline  
through 9/2. JOIN TODAY!  
Terms/conditions apply.

THANK YOU  
FOR SHOPPING AT  
SHELL SPEEDEE MART

ROYAL/NOH Transporters  
2015 Toyota

Welcome to Shell

SPEEDEE MART 2732  
8724 N. 30th  
Omaha NE 68104

*[Signature]*

SHELL  
8724 NORTH 30TH ST  
OMAHA, NE 68104  
10006613003

08/08/2018 10:22:43 AM  
Register: 1 Trans #: 5053 Op ID: 6  
Your cashier: Jennifer

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

REGULAR CA PUMP# 7  
7.632 GAL @ \$2.699/GAL \$20.60 99  
-----  
Subtotal = \$20.60  
Tax = \$0.00  
-----  
Total = \$20.60

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

Change Due = \$0.00

Credit \$20.60  
-----

Credit USD\$20.60  
XXXXXXXXXXXXXXXX1003, SHELL COMM  
Swiped  
APPROVED  
AUTH # 008324 INV # 144139

Customer Copy  
-----

-----  
Local Store Discount  
Join the Fuel Rewards program and save!  
Fuel Rewards Members save up  
to \$0.10/gal after every 5 gal fill of  
Shell V-Power NITRO+ Premium Gasoline  
through 9/2. JOIN TODAY!  
Terms/conditions apply.

THANK YOU  
FOR SHOPPING AT  
SHELL SPEEDEE MART

2012 Dodge #6931  
mm

Welcome to Shell

SPEEDEE MART 2732  
8724 N. 30th  
Omaha NE 68104

SHELL  
8724 NORTH 30TH ST  
OMAHA, NE 68104  
10006613003

08/13/2018 8:06:09 AM  
Register: 1 Trans #: 9653 Op ID: 6  
Your cashier: Jennifer

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

REGULAR CA PUMP# 2  
16.673 GAL @ \$2.639/GAL \$44.00 99

Subtotal = \$44.00

Tax = \$0.00

Total = \$44.00

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

Change Due = \$0.00

Credit \$44.00

Credit USD\$44.00

XXXXXXXXXXXXXXXX1003, SHELL COMM

Swiped

APPROVED

AUTH # 013439

INV # 189282

Customer Copy

Local Store Discount

Join the Fuel Rewards program and save!

Fuel Rewards Members save up

to \$0.10/gal after every 5 gal fill of

Shell V-Power NITRO+ Premium Gasoline

through 9/2. JOIN TODAY!

Terms/conditions apply.

THANK YOU  
FOR SHOPPING AT  
SHELL SPEEDEE MART



2014 Ford BUS #5986

Welcome to Shell

NM

SPEEDEE MART 2732  
8724 N. 30th  
Omaha NE 68104

SHELL  
8724 NORTH 30TH ST  
OMAHA, NE 68104  
10006613003

08/20/2018 12:20:00 PM  
Register: 1 Trans #: 6023 Op ID: 6  
Your cashier: Jennifer

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

REGULAR CA PUMP# 3  
30.505 GAL @ \$2.639/GAL \$80.50 99

Subtotal = \$80.50

Tax = \$0.00

Total = \$80.50

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

Change Due = \$0.00

Credit \$80.50

Credit USD\$80.50

XXXXXXXXXXXXXXXX1003, SHELL COMM

Swiped

APPROVED

AUTH # 020344

INV # 251538

Customer Copy

Local Store Discount  
Join the Fuel Rewards program and save!  
Fuel Rewards Members save up  
to \$0.10/gal after every 5 gal fill of  
Shell V-Power NITRO+ Premium Gasoline  
through 9/2. JOIN TODAY!  
Terms/conditions apply.

THANK YOU  
FOR SHOPPING AT  
SHELL SPEEDEE MART

Lois

2015 Toyota  
RO/HOH Transport  
Welcome to Shell

SPEEDEE MART 2732  
8724 N. 30th  
Omaha NE 68104

vin  
1983

SHELL  
8724 NORTH 30TH ST  
OMAHA, NE 68104  
10006613003

*Rogers*

08/24/2018 10:17:02 AM  
Register: 1 Trans #: 9527 Op ID: 6  
Your cashier: Jennifer

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

REGULAR CA PUMP# 3  
9.331 GAL @ \$2.599/GAL \$24.25 99  
-----  
Subtotal = \$24.25  
Tax = \$0.00  
-----  
Total = \$24.25

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

Change Due = \$0.00  
Credit \$24.25

-----  
Credit USD\$24.25  
XXXXXXXXXXXXXXXX1003, SHELL COMM  
Swiped  
APPROVED  
AUTH # 024072 INV # 285296

Customer Copy

-----  
Local Store Discount  
Join the Fuel Rewards program and save!  
Fuel Rewards Members save up  
to \$0.10/gal after every 5 gal fill of  
Shell V-Power NITRO+ Premium Gasoline  
through 9/2. JOIN TODAY!  
Terms/conditions apply.

THANK YOU  
FOR SHOPPING AT  
SHELL SPEEDEE MART  
AND

2017 Dodge  
#2959 mm.

Welcome to Shell

SPEEDEE MART 2732  
8724 N. 30th  
Omaha NE 68104

SHELL  
8724 NORTH 30TH ST  
OMAHA, NE 68104  
10006613003

08/28/2018 2:54:35 PM  
Register: 1 Trans #: 3231 Op ID: 6  
Your cashier: Jennifer

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

REGULAR CA	PUMP# 2	
10.391 GAL @ \$2.599/GAL		\$27.01 99
Subtotal =		\$27.01
Tax =		\$0.00
Total =		\$27.01

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

Change Due = \$0.00

Credit \$27.01

Credit USD\$27.01  
XXXXXXXXXXXXXXXX1003, SHELL COMM  
Swiped  
APPROVED  
AUTH # 028753 INV # 321927

Customer Copy

Local Store Discount  
Join the Fuel Rewards program and save!  
Fuel Rewards Members save up  
to \$0.10/gal after every 5 gal fill of  
Shell V-Power Nitro+ Premium Gasoline  
through 9/2. JOIN TODAY!  
Terms/conditions apply.

THANK YOU  
FOR SHOPPING AT

2012 Dodge 6931 RV

Welcome to Shell

SPEEDEE MART 2732  
8724 N. 30th  
Omaha NE 68104

SHELL  
8724 NORTH 30TH ST  
OMAHA, NE 68104  
10006613003

08/28/2018 2:55:05 PM  
Register: 1 Trans #: 3232 Op ID: 6  
Your cashier: Jennifer

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

REGULAR CA PUMP# 3  
12.825 GAL @ \$2.599/GAL \$33.33 99

Subtotal = \$33.33

Tax = \$0.00

Total = \$33.33

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

Change Due = \$0.00

Credit \$33.33

Credit USD\$33.33

XXXXXXXXXXXXXXXX1003, SHELL COMM

Swiped

APPROVED

AUTH # 028608

INV # 321935

Customer Copy

Local Store Discount  
Join the Fuel Rewards program and save!  
Fuel Rewards Members save up  
to \$0.10/gal after every 5 gal fill of  
Shell V-Power NITRO+ Premium Gasoline  
through 9/2. JOIN TODAY!  
Terms/conditions apply.

THANK YOU

2012 Dodge C  
#6931 AV

Welcome to Shell

SPEEDEE MART 2732  
8724 N. 30th  
Omaha NE 68104

SHELL  
8724 NORTH 30TH ST  
OMAHA, NE 68104  
10006613003

09/05/2018 11:59:16 AM  
Register: 1 Trans #: 81 Op ID: 6  
Your cashier: Jennifer

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

REGULAR CA PUMP# 3  
13.038 GAL @ \$2.599/GAL \$33.89 99

Subtotal = \$33.89

Tax = \$0.00

Total = \$33.89

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

Change Due = \$0.00

Credit \$33.89

Credit USD\$33.89

XXXXXXXXXXXXXXXX1003, SHELL COMM

Swiped

APPROVED

AUTH # 005473

INV # 387068

Customer Copy

THANK YOU  
FOR SHOPPING AT  
SHELL SPEEDEE MART  
AND  
HAVE A GREAT DAY!!

Please come again

2014 Moby

Welcome to Shell

SPEEDEE MART 2732

8724 N. 30th

Omaha NE 68104

SHELL

8724 NORTH 30TH ST

OMAHA, NE 68104

10006613003

09/05/2018 8:47:15 AM

Register: 1 Trans #: 9953 Op ID: 6

Your cashier: Jennifer

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

REGULAR CA PUMP# 2

26.550 GAL @ \$2.599/GAL \$69.00 99

Subtotal = \$69.00

Tax = \$0.00

Total = \$69.00

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

Change Due = \$0.00

Credit \$69.00

Credit USD \$69.00

XXXXXXXXXXXXXXXX1003, SHELL COMM

Swiped

APPROVED

AUTH # 005443

INV # 385831

Customer Copy

THANK YOU  
FOR SHOPPING AT  
SHELL SPEEDEE MART  
AND  
HAVE A GREAT DAY!!

Please come again

Ro/HOH Transportation  
2015 Toyota

Welcome to Shell

SPEEDEE MART 2732  
8724 N. 30th  
Omaha NE 68104

*[Signature]*

SHELL  
8724 NORTH 30TH ST  
OMAHA, NE 68104  
10006613003

09/05/2018 11:16:08 AM  
Register: 1 Trans #: 55 Op ID: 6  
Your cashier: Jennifer

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

REGULAR CA PUMP# 3  
8.839 GAL @ \$2.599/GAL \$22.97 99  
-----  
Subtotal = \$22.97  
Tax = \$0.00  
-----  
Total = \$22.97

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

Change Due = \$0.00

Credit \$22.97

-----  
Credit USD\$22.97  
XXXXXXXXXXXXXXXX1003, SHELL COMM  
Swiped  
APPROVED  
AUTH # 005288 INV # 386839

Customer Copy  
-----  
-----

THANK YOU  
FOR SHOPPING AT  
SHELL SPEEDEE MART  
AND  
HAVE A GREAT DAY!!

Please come again

2012 Dodge #6931  
av

Welcome to Shell

SPEEDEE MART 2732  
8724 N. 30th  
Omaha NE 68104

SHELL  
8724 NORTH 30TH ST  
OMAHA, NE 68104  
10006613003

09/12/2018 12:03:45 PM  
Register: 1 Trans #: 6012 Op ID: 6  
Your cashier: Jennifer

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

REGULAR CA PUMP# 3  
14.012 GAL @ \$2.599/GAL \$36.42 99

Subtotal = \$36.42

Tax = \$0.00

Total = \$36.42

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

Change Due = \$0.00

Credit \$36.42

Credit USD\$36.42

XXXXXXXXXXXXXXXX1003, SHELL CQMM

Swiped

APPROVED

AUTH # 012827

INV # 445700

Customer Copy

THANK YOU  
FOR SHOPPING AT  
SHELL SPEEDEE MART  
AND  
HAVE A GREAT DAY!!

Please come again



KO/Full Manager  
2015 Toyota

Welcome to Shell

SPEEDEE MART 2732  
8724 N. 30th  
Omaha NE 68104

*[Signature]*

SHELL  
724 NORTH 30TH ST  
OMAHA, NE 68104  
0006613003

09/13/2018 11:54:13 AM  
Register: 1 Trans #: 6880 Op ID: 6  
Your cashier: Jennifer

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

REGULAR CA PUMP# 1  
.221 GAL @ \$2.749/GAL \$25.35 99

Subtotal = \$25.35

Tax = \$0.00

Total = \$25.35

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

Change Due = \$0.00

redit \$25.35

redit USD\$25.35

XXXXXXXXXXXX1003, SHELL COMM

wiped

APPROVED

UTH # 013504

INV # 454215

Customer Copy

THANK YOU  
FOR SHOPPING AT  
SHELL SPEEDEE MART  
AND  
HAVE A GREAT DAY!!

Please come again

2014 Ford  
#5936

RV

Welcome to Shell

SPEEDEE MART 2732  
8724 N. 30th  
Omaha NE 68104

SHELL  
8724 NORTH 30TH ST  
OMAHA, NE 68104  
10006613003

09/18/2018 11:09:57 AM  
Register: 1 Trans #: 1462 Op ID: 6  
Your cashier: Jennifer

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

REGULAR CA PUMP# 7  
29.248 GAL @ \$2.699/GAL \$78.94 99  
-----  
Subtotal = \$78.94  
Tax = \$0.00  
-----  
Total = \$78.94

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

Change Due = \$0.00

Credit \$78.94

Credit USD\$78.94

XXXXXXXXXXXXXXXX1003, SHELL COMM

Swiped

APPROVED

AUTH # 018449

INV # 498261

Customer Copy

THANK YOU  
FOR SHOPPING AT  
SHELL SPEEDEE MART  
AND  
HAVE A GREAT DAY!!

Please come again

Welcome to Shell  
WELCOME  
57445612006

SHELL  
0033 W. HOLLING RD.  
ALDA NE  
68810

DATE 09/19/18 15:27  
TRAN# 0017394  
PUMP# 01  
SERVICE LEVEL: SELF  
PRODUCT: REG  
GALLONS: 7.310  
PRICE/G: \$ 2.599  
FUEL SALE \$ 19.00  
CREDIT \$19.00

XXXXXXXXXXXXXXXX0003  
SHELL EXEC  
Swiped  
APPROVED  
AUTH # 019822  
INV # 400457

Please come again  
SMGR:308-382-5902  
DMGR:816-872-5581  
Thank You

Toyota  
Welcome to Shell

SPEEDEE MART 2732  
8724 N. 30th  
Omaha NE 68104

SHELL  
8724 NORTH 30TH ST  
OMAHA, NE 68104  
10006613003

09/18/2018 10:52:13 AM  
Register: 1 Trans #: 1443 Op ID: 6  
Your cashier: Jennifer

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

REGULAR CA PUMP# 4  
4.630 GAL @ \$2.699/GAL \$12.50 99

Subtotal = \$12.50  
Tax = \$0.00  
Total = \$12.50

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

Change Due = \$0.00

Credit \$12.50

Credit USD \$12.50

XXXXXXXXXXXXXXXX1003, SHELL COMM

Swiped

APPROVED

AUTH # 018628

INV # 498105

Customer Copy

THANK YOU  
FOR SHOPPING AT  
SHELL SPEEDEE MART  
AND  
HAVE A GREAT DAY!!

2012 Dodge  
#6931

RV

Welcome to Shell

SPEEDEE MART 2732  
8724 N. 30th  
Omaha NE 68104

SHELL  
8724 NORTH 30TH ST  
OMAHA, NE 68104  
10006613003

09/19/2018 8:39:57 AM  
Register: 1 Trans #: 2223 Op ID: 6  
Your cashier: Jennifer

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

REGULAR CA PUMP# 7  
12.803 GAL @ \$2.699/GAL \$34.56 99  
Subtotal = \$34.56  
Tax = \$0.00  
Total = \$34.56

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

Change Due = \$0.00

Credit \$34.56

Credit \* USD\$34.56

XXXXXXXXXXXXXXXX1003, SHELL COMM

Swiped

APPROVED

AUTH # 019947

INV # 505560

Customer Copy

THANK YOU  
FOR SHOPPING AT  
SHELL SPEEDEE MART  
AND  
HAVE A GREAT DAY!!

Please come again

2012 Dodge  
#6931 R

Welcome to Shell

SPEEDEE MART 2732  
8724 N. 30th  
Omaha NE 68104

SHELL  
724 NORTH 30TH ST  
OMAHA, NE 68104  
0006613003

09/25/2018 3:52:58 PM  
Register: 1 Trans #: 7949 Op ID: 6  
Your cashier: Jennifer

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

REGULAR CA PUMP# 6  
4.578 GAL @ \$2.699/GAL \$39.35 99  
-----  
Subtotal = \$39.35  
Tax = \$0.00  
-----  
Total = \$39.35

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

Change Due = \$0.00

credit \$39.35

-----  
credit USD\$39.35  
XXXXXXXXXXXX1003, SHELL COMM  
viped  
PROVED  
JTH # 025327 INV # 560797

Customer Copy

THANK YOU  
FOR SHOPPING AT  
SHELL SPEEDEE MART  
AND  
HAVE A GREAT DAY!!

Reg/Hot Transportation  
2015 Toyota

Welcome to Shell

SPEEDEE MART 2732

8724 N. 30th

Omaha NE 68104

*[Signature]*

SHELL

8724 NORTH 30TH ST

OMAHA, NE 68104

10006613003

09/25/2018 11:12:27 AM

Register: 1 Trans #: 7748 Op ID: 6

Your cashier: Jennifer

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

REGULAR CA PUMP# 3

8.263 GAL @ \$2.699/GAL \$22.30 99

Subtotal = \$22.30

Tax = \$0.00

Total = \$22.30

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

Change Due = \$0.00

Credit \$22.30

Credit USD\$22.30

XXXXXXXXXXXXXXXX1003, SHELL COMM

Swiped

APPROVED

AUTH # 025708

INV # 558882

Customer Copy

THANK YOU  
FOR SHOPPING AT  
SHELL SPEEDEE MART  
AND  
HAVE A GREAT DAY!!

Please come again

2017 Dodge Van  
Do/Not Transport  
Welcome to Shell

SPEEDEE MART 2732  
8724 N. 30th  
Omaha NE 68104

SHELL  
8724 NORTH 30TH ST  
OMAHA, NE 68104  
10006613003



09/28/2018 10:56:23 AM  
Register: 1 Trans #: 366 Op ID: 6  
Your cashier: Jennifer

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

REGULAR CA PUMP# 5  
13.115 GAL @ \$2.829/GAL \$37.10 99  
-----  
Subtotal = \$37.10  
Tax = \$0.00  
-----  
Total = \$37.10

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

Change Due = \$0.00  
Credit \$37.10  
-----  
Credit USD\$37.10  
XXXXXXXXXXXXXXXX1003, SHELL COMM  
Swiped  
APPROVED  
AUTH # 028175 INV # 584086

Customer Copy

THANK YOU  
FOR SHOPPING AT  
SHELL SPEEDEE MART  
AND  
HAVE A GREAT DAY!!

Please come again



# FY2019-2024 Amendment 2

**Effective Date** 12/06/2018

## Revisions

Project Name	Date ↓	Description
<a href="#">36th Street Phase II</a>	11/20/2018	The FY2017 PE-NEPA-FD phase is moved to FY2019 with no change in funding.
<a href="#">MAPA On-Call Modeling</a>	11/13/2018	This project is added to the FY2019 TIP with \$28,000 of STBG-MAPA programmed for General Planning in FY2019.
<a href="#">24th Street Road Diet</a>	11/13/2018	The FY2018 ROW phase is move to FY2019 with no change in funding and the FY2019 UTIL-CON-CE phase is moved to FY2020 with no change in funding.
<a href="#">72nd &amp; Maple Intersection Improvement</a>	11/13/2018	The FY2018 UTIL-CON-CE phase is moved to FY2019 and combined with the existing FY2019 UTIL-CON-CE phase.
<a href="#">30th Street Road Diet</a>	11/13/2018	The FY2019 UTIL-CON-CE phase is moved to FY2020 and its local funding is increased from \$422,530 to \$1,400,000.
<a href="#">MAPA Long Range Transportation Plan Support</a>	11/13/2018	This project is added to the FY2019 TIP with \$32,000 of STBG-MAPA programmed for General Planning in FY2019, \$32,000 of STBG-MAPA programmed for General Planning in FY2020, and \$36,000 of STBG-MAPA programmed for General Planning in FY2021.



## PROGRAM AGREEMENT

METROPOLITAN AREA PLANNING AGENCY  
STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION  
PROJECT NO. MAPA-28(128)  
STATE CONTROL NO. 22771  
TRAVEL DEMAND MODEL FORECASTING

**THIS AGREEMENT** is between the Metropolitan Area Planning Agency (MAPA), an eligible Metropolitan Planning Organization ("MPO"), and the State of Nebraska, Department of Transportation ("State"), collectively referred to as the "Parties".

**WITNESSETH:**

**WHEREAS**, State administers certain federal-aid Surface Transportation Block Grant Program (STBG) funds for MAPA MPO transportation projects, and

**WHEREAS**, these STBG funds may only be used for MAPA projects that are eligible for federal-aid transportation funding, and

**WHEREAS**, MAPA has designated a fully-qualified employee of MAPA or of a city/county within the MAPA region, or elected official of a city/county within the MAPA, to act as "Responsible Charge" (RC) for the planning activities, and

**WHEREAS**, MAPA's RC will be responsible for maintaining the eligibility of Program activities for Federal-aid funding, and

**WHEREAS**, the funding for the project under this Agreement includes monies from the FHWA, therefore, if a non-federal entity expends \$750,000 or more in total federal awards in a fiscal year then the audit requirements of 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F, must be addressed as explained further in this Agreement, and

**WHEREAS**, the Federal share payable on any portion of an eligible Program activity will be a maximum of 80 percent of the eligible and participating costs; the MPO's share will be the remaining 20 percent of the eligible and participating costs; and MPO will also be responsible for all other nonparticipating or ineligible costs, and

**WHEREAS**, the total dollar amount of cost reimbursable under this agreement is currently estimated to be \$28,000.00; the MPO has earmarked and has placed in its fiscal budget at least \$7,000.00, which is the amount of the local match, and

**WHEREAS**, MAPA desires to develop Travel Demand Model Forecasting under the designation of Project No. MAPA-28(128), as evidenced by the Resolution of MAPA dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, attached as **Exhibit "A"**.

**NOW THEREFORE**, in consideration of these facts, MPO and State agree as follows:

### **SECTION 1. DEFINITIONS**

**WHEREVER** in this Agreement the following terms are used, they mean the following:

**"CFR"** means the Code of Federal Regulations.

**"FHWA"** means the Federal Highway Administration, United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

**"MPO STBG FUNDS"** mean Metropolitan Planning Organization Surface Transportation funds.

“**MPO**” means a Metropolitan Planning Organization qualified under federal law.

“**NEB. REV. STAT**” means the Nebraska Revised Statutes as set forth in Nebraska law.

“**OMB**” means the Federal Office of Management and Budget.

“**RESPONSIBLE CHARGE**” or “**RC**” means the employee of MAPA or of a city/county within MAPA region, or elected official of a city/county within the MAPA region, who has been empowered by MAPA to represent MAPA on planning issues and has actual day-to-day working knowledge and responsibility for significant aspects of the program and process. The RC works regularly with Federal-aid MPO projects and is MAPA’s point of contact for the program activities. Responsible charge does not mean merely delegating the various tasks; it means active day-to-day involvement in identifying options, working directly with stakeholders, making decisions, and actively monitoring the project. It is understood that RC may delegate or contract certain technical tasks associated with the project so long as RC actively manages and represents MAPA’s interests in the delegated technical tasks.

“**STATE**” means the Nebraska Department of Transportation in Lincoln, Nebraska, its Director, or authorized representative. State is a funding liaison between MAPA and the United States.

## **SECTION 2. DURATION OF THE AGREEMENT**

- 2.1 Effective Date – This Agreement is effective but executory immediately on the date it is fully executed by the Parties.
- 2.2 Identifying Date – For convenience, this Agreement’s identifying date will be the date State signed the agreement.
- 2.3 Duration – This Agreement will expire upon completion of the LPA’s Federal-aid project and final financial settlement, except that any terms of this Agreement that contemplate long term activities of the LPA such as environmental, maintenance, and operational commitments, will remain in effect as long as required by law, NEPA document, permit or agreement.
- 2.4 Termination – State reserves the right to terminate this Agreement as provided herein.

## **SECTION 3. PURPOSE OF AGREEMENT**

MPO wishes to provide travel demand model forecasting. MPO and the State understand that the Federal Highway Administration (FHWA) will not provide funding directly to MPO for this project; instead, FHWA provides Federal funding for eligible and participating project costs through the State. The State, pursuant to Neb. Rev. Stat. § 39-1305, will act under this agreement as a steward of Federal Funds and as a liaison between the MPO and FHWA. The purpose of this agreement is to set forth the understanding of the MPO and the State concerning their respective duties to enable the project to be eligible for federal-aid funding. Under this agreement, the MPO shall continue to have all duties concerning any aspect of project management. Nothing in this agreement shall be construed to create any duty of the State to MPO concerning such matters. MPO further agrees that MPO shall have no claim or right of action against the State under this agreement if FHWA determines that the project is not

eligible in whole or in part, for federal-aid funding. The following sections of this agreement include the program requirements and other conditions State believes in good faith that MPO must meet for this project to be eligible for federal funding.

MPO acknowledges that many conditions must be met for the transportation project contemplated by this agreement to be constructed and for project costs to be reimbursed with federal-aid funds. Those conditions include, but are not limited to, the unknown availability of federal-aid funds, the timely and satisfactory completion of all federal-aid funding requirements and the perceived priority of this project with other projects competing for limited federal-aid funds. Therefore, MPO agrees to develop this project in an effort to meet all federal and state eligibility requirements so the project may be determined eligible for federal-aid funding

#### **SECTION 4. RESPONSIBLE CHARGE (RC) REQUIREMENTS**

- 4.1 MAPA hereby designates Court Barber as the RC for this project.
- 4.2 Duties and Assurances of MAPA concerning its designated RC for this project.
  - 4.2.1 MAPA understands the duties and responsibilities of MAPA and RC as outlined in the LPA Guidelines Manual for Federal-Aid Projects.
  - 4.2.2 MAPA has authorized and fully empowered the RC to be in day-to-day responsible charge of the subject Federal-aid project; this does not mean merely supervising, overseeing or delegating various tasks, it means active day-to-day involvement in the project including identifying issues, investigating options, working directly with stakeholders, and decision making.
  - 4.2.3 The RC is a full-time public employee or elected official of MPO, or a full-time employee of another entity as defined in "Public Employee" above.
  - 4.2.4 MAPA agrees to take all necessary actions and make its best good faith efforts to ensure that the RC's work on the project would be deemed to meet the same standards that State must meet under 23 CFR 635.105.
  - 4.2.5 If, for whatever reason, the designated RC is no longer assigned to the project, MAPA shall, within one day or sooner if possible, notify verbally and in writing the State's Representative; after such notification MAPA shall replace the RC no later than thirty (30) calendar days or sooner if possible. With advance written approval by State, MAPA may use a Provisional RC in accordance with State's Provisional RC Policy.

#### **SECTION 5. FEDERAL AID PROJECT REQUIREMENTS**

- 5.1 MAPA agrees to comply with all Federal-aid procedures and requirements applicable to this Agreement, including federal laws, and when applicable, state and local laws, and the LPA Guidelines Manual for Federal-aid Projects.
- 5.2 The Applicable Legal and Contract Requirements.
  - 5.2.1 Title 23 U.S.C., and 23 CFR, – The primary provisions of law applicable to this Agreement are generally found in 23 U.S.C. Section 134; and 23 CFR Part 420, subpart A, and Part 450, subpart C.
  - 5.2.2 LPA Guidelines Manual - MAPA also agrees to strictly comply with the provisions of the LPA Guidelines Manual for Federal Aid Projects (The Manual), which is incorporated herein by this reference. The Manual is a document drafted in part,

and formally approved, by FHWA as a document setting out requirements for LPA or MAPA projects funded with PL funds. A current version of The Manual can be found in its entirety at the following internet address:

<http://www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html>. In the event MAPA believes that The Manual doesn't clearly address a particular aspect of the project work, MAPA shall seek guidance or clarification from the State's Local Project Section Engineer, and shall make its best effort to comply with such guidelines or clarification.

- 5.3 Loss of Funding. In order for MAPA to receive federal funds for any part of the activities under this Agreement, MAPA shall perform the services for all aspects of the activities, according to federal procedures and requirements. Although federal funds may be allocated to the activities, all or certain activities may become ineligible for federal funds, if federal procedures and requirements are not met.

## **SECTION 6. SUSPENSION OR TERMINATION**

### **6.1 Suspension.**

State, in its sole discretion, reserves the right to suspend MPO's STBG funding when State determines that there are issues related to responsiveness, quality, project monitoring, eligibility or compliance with the terms of this agreement that must be corrected by MPO. Suspension may include, but is not limited to, State declaring MPO's continued work on the project ineligible for reimbursement and State discontinuing reimbursement of MPO's invoices. \ State shall provide MAPA with notice of the suspension including: (1) a description of the reason(s) for the suspension, (2) a timeframe for MAPA to correct the deficiencies, and (3) a description of the actions that must be taken for State to revoke the suspension.

A suspension may also be imposed by State for any of the reasons listed in the Termination subsection below. Failure to correct the deficiencies identified in a suspension will be grounds for the loss of eligibility for STBG funding and for termination of this Agreement.

### **6.2 Termination. This Agreement may be terminated as follows:**

- 6.2.1 State and MPO, by mutual written agreement, may terminate the agreement at any time.
- 6.2.2 State may terminate this agreement for the following reasons:
- a. A decrease or shift in available STBG funding that will, in the sole discretion of State, make it unlikely or impossible for activities to be prioritized to receive STBG funding.
  - b. MPO's activities have not properly advanced.
  - c. MAPA has failed to replace a vacant RC position with a State-approved RC within 30 days.
  - d. MPO's failure to meet the requirements for Federal-aid local projects found in federal, state, or local law or policy, or the requirements of the LPA Guidelines Manual.
  - e. A notice or declaration of FHWA or State that any part of the activities is or has become ineligible for STBG funding.
  - f. MPO's failure to sign any State requested documents in a timely manner.
  - g. MPO's breach of a provision of this agreement.

- 6.2.3 MAPA may terminate the agreement upon sixty (60) days written notice of termination to State.
- 6.2.4 Prior to State terminating this agreement, State shall provide written notice to MAPA of the basis for termination and, when determined applicable by State, provide MAPA sixty (60) days to properly resolve all issues identified by State.
- 6.2.5 Whenever the activities are terminated MAPA will thereafter be solely responsible for all costs associated with MPO's project.

**SECTION 7. FINANCIAL RESPONSIBILITY**

**7.1 TOTAL PROJECT COSTS AND FUNDING COMMITMENTS**

The total cost of the eligible planning activities is \$35,000.00 as set out in the table below:

	Federal	Local Match	Total
	\$28,000.00	\$ 7000.00	\$35,000.00
Totals	\$28,000.00	\$7000.00	\$35,000.00

**7.2 MAPA RESPONSIBILITY**

MAPA understands that payment for the costs of this project, are the sole responsibility of MAPA when Federal participation is not allowable or available or if the project is subsequently determined to be ineligible for Federal-aid funding. Therefore, when the Federal government refuses to participate in the costs of the activities, MAPA is responsible for all costs with no reimbursement under this Agreement.

**7.3 REIMBURSEMENT OF COSTS INCURRED BY THE MPO**

- 8.3.1 MAPA incurred project costs of those listed in this section may be eligible for reimbursement from federal funds for this project if:
  - a. State has obtained federal funds obligation
  - b. MAPA submits invoices no more frequently than monthly and no less often than quarterly and in accordance with this Agreement. MAPA is responsible for submitting for reimbursement the total actual costs expended that are eligible for Federal-aid. State, on behalf of FHWA, will review the costs submitted and determine what costs are eligible for reimbursement. State will reimburse MAPA for the Federal share of the eligible actual costs. MAPA shall retain detailed cost records supporting all invoices, and shall submit those records to State upon request.
- 7.3.1 MAPA is required to submit their reimbursement requests electronically through State's invoice workflow system OnBase for review, approval, and payment. OnBase information, user guide, and instructional videos are available at <http://www.transportation.nebraska.gov/mat-n-tests/onbase/obinfo.html>. Reimbursement requests should be submitted to State's Highway Planning Manager. In addition to a cover sheet showing the amount of the reimbursement request and the local share, the reimbursement request must also include the following:
  - 1. Invoice – the invoice must include the following:

- a. MAPA name and address
  - b. Invoice number
  - c. Invoice date
  - d. Services provided to and from dates
  - e. Contact person for questions about the invoice
  - f. Breakdown of MPO's expenses
    - i. Direct Labor Costs (hours worked multiplied by the actual labor rate)
    - ii. Labor Fringe Benefits and/or if appropriate Indirect (Overhead) Costs
    - iii. Fee For Profit (as negotiated in the professional services agreement)
    - iv. Direct Non-Labor Costs
  - g. Federal balance due to the MAPA for the current period
  - h. Federal and Local share breakdown of the expenses
2. NDOT Cost Breakdown Form (DR Form 162C or 162D); properly prepared, signed and dated. The form can be found on State's webpage at <http://www.transportation.nebraska.gov/rfp>.
  3. Progress Report – must include the following in accordance with 23 CFR 420.117:
    - a. Comparison of actual performance with established goals
    - b. Progress in meeting schedules
    - c. Comparison of budgeted (approved) amounts and actual costs incurred.
      - Cost overruns and underruns
    - e. Approved program revisions, and
    - f. Other pertinent supporting data
  4. Breakdown of Subcontractors/Subconsultant expenses and Proof of Payment (e.g. canceled checks or funds transfer)
- 7.3.2 It is understood that when utilizing STBG Funds for travel expenses related to activities outside the MAPA area, MAPA will submit detailed travel information to State either prior to the travel, or submitted with the STBG billing statement. The reimbursement for meal and lodging rates shall be limited to the prevailing standard rate as indicated in the current website address for U.S. General Services Administration's (GSA) rates which is indicated below:
- <http://www.gsa.gov/portal/category/100120>
- 7.3.3 State will perform an initial check to verify that all necessary documentation is accurate and complete. State will reimburse MAPA for the Federal share of the eligible actual costs and will make a reasonable effort to pay MAPA within thirty (30) days of State's receipt of MPO's reimbursement request.
- 7.3.4 The criteria contained in Part 31 of the Federal Acquisition Regulations System (48 CFR 31) will be applied to determine whether the costs incurred by MAPA are allowable under this agreement, including any Professional Services agreements.
- 7.3.5 Project oversight costs include: direct costs, such as compensation of MAPA employees for their time devoted and related directly to the performance of the project phase for which the federal-aid was approved; cost of materials consumed as part of the project; and indirect costs, with an approved Indirect

Cost Allocation Plan as outlined in the LPA Guidelines Manual for Federal Aid Projects.

#### 7.4 AUDIT AND FINAL COST SETTLEMENT

- 7.4.1 The final settlement between State and MAPA will be made after final funding review and approval by State and after an audit, if deemed necessary, has been performed to determine eligible actual costs.
- 7.4.2 If deemed necessary, an audit will be performed by State to determine whether the actual costs incurred on the project are eligible for reimbursement with federal funds. The amount of the final settlement between State and MAPA will be MAPA's share of the total eligible project costs, plus all ineligible project costs, less the total local funds previously paid to the State by MAPA.

### **SECTION 8. PROCUREMENT OF PROFESSIONAL SERVICES**

When applicable, MAPA shall procure engineering and planning services providers using the Qualifications Based Selection process set out in the LPA Guidelines Manual. Professional services include, but are not limited to; planning studies and preliminary engineering.

### **SECTION 9. PROFESSIONAL PERFORMANCE**

It is understood by the Parties that MAPA is solely responsible for all activities (work product) completed under this Agreement. Any review or examination by State, or acceptance or use of the work product of MAPA or its Consultant will not be considered to be a full and comprehensive review or examination and will not be considered an approval, for funding or for any other purpose, of the work product of MAPA or its Consultant which would relieve MAPA from any expense or liability that would be connected with MPO's sole responsibility for the propriety and integrity of the work product to be accomplished by MAPA or its Consultant.

### **SECTION 10. INDEMNITY**

MAPA agrees to hold harmless, indemnify, and defend State and FHWA against all liability, loss, damage, or expense, including reasonable attorney's fees and expert fees, that State or FHWA may suffer as a result of claims, demands, costs, or judgments arising out of MPO's work and the terms of this Agreement.

### **SECTION 11. CONFLICT OF INTEREST LAWS**

- 11.1 MAPA shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and agrees to comply with all the Conflict of Interest provisions (including applicable State and local provisions) in order for the planning activities to remain fully eligible for State or Federal funding. MAPA should review, understand and follow the instructions provided in the NDOR CONFLICT OF INTEREST GUIDANCE DOCUMENT FOR LPA OFFICIALS, EMPLOYEES & AGENTS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS located on State's website at the following location:  
<http://www.transportation.nebraska.gov/gov-aff/lpa/chapter-forms/coi/coi-guidance-doc-lpa.pdf>
- 11.2 MAPA must also complete, sign and submit to State's Representative, the NDOR CONFLICT OF INTEREST DISCLOSURE FORM FOR LPAS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS.. This form is located on State's website at the following location:

<http://www.transportation.nebraska.gov/gov-aff/lpa/chapter-forms/coi/coi-disclosure-doc-lpa.pdf>

- 11.3 Consultants and Subconsultants providing services for MPO's, or submitting proposals for services, shall submit to MAPA and State's Representative a Conflict of Interest Disclosure Form for Consultants. Consultants and Subconsultants shall submit a revised form for any changes in circumstances, or discovery of any additional facts that could result in someone employed by, or who has an ownership, personal, or other interest with Consultant or Subconsultant having a real or potential conflict of interest on an MAPA federal-aid transportation project.

## **SECTION 12. DRUG FREE WORKPLACE**

MAPA shall have an acceptable and current drug-free workplace policy on file with State.

## **SECTION 13. RECORDS RESPONSIBILITY**

- 13.1 MAPA shall maintain all correspondence, files, books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such material available at its office. These records shall be available at all reasonable times during the contract period and for at least three years from the date of final cost settlement under this agreement. Such records must be available for inspection by State and the FHWA, Federal Transit Administration, or any authorized representatives of the Federal government, and MAPA shall furnish copies to those mentioned in this section when requested to do so.
- 13.2 Papers, interim reports, forms or other materials which are a part of the work under contract will not be copyrighted without written approval of State and Federal Highway Administration.
- 13.3 Either party to the Agreement may initiate a request for publication of the final or interim reports, or any portions thereof.
- 13.4 Publication by either party shall give credit to the other party and to the Federal Highway Administration. However, if the State or Federal Highway Administration 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 the State or Federal Highway Administration."
- 13.5 In the event of failure of agreement between State and MAPA relative to the publication of any reports during the period of the contract, each party reserves the right to publish independently, in which event the nonoccurrence of the other party shall be set forth, if requested.

## **SECTION 14. FAIR EMPLOYMENT PRACTICES**



If MAPA performs any part of the work on this project itself, MAPA shall abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb.Rev.Stat. § 48-1101 to 48-1126, and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in the SECTION 30. TITLE VI NONDISCRIMINATION CLAUSES of this agreement. The reference to "Contractor" in this section also means "MPO".

#### **SECTION 15. DISABILITIES ACT**

MAPA 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.

#### **SECTION 16. LAWFUL PRESENCE IN USA AND WORK ELIGIBILITY STATUS PROVISIONS**

MAPA agrees to comply with the requirements of Neb.Rev.Stat. § 4-108 to 4-114 with its Federal-aid project, including, but not limited to, the requirements of § 4-114(2) to place in any contract it enters into with a public contractor a provision requiring the public contractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

#### **SECTION 17. DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

##### **17.1 Policy**

MAPA 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 financed in whole or in part with Federal Funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 are hereby made a part of and incorporated by this reference into this agreement.

##### **17.2 Disadvantaged Business Enterprises (DBEs) Obligation**

MAPA and State 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 financed in whole or in part with Federal Funds provided under this agreement. In this regard, MAPA 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. MAPA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FHWA assisted contracts.

MPO, acting as a sub-recipient of Federal-aid funds on this project shall adopt the disadvantaged business enterprise program of State for the Federal-aid contracts MAPA enters into on this project.

Failure of MAPA to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by State or such remedy as State deems appropriate.

#### **SECTION 18. TITLE VI NONDISCRIMINATION CLAUSES**

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

##### **18.1 Compliance with Regulations:**

MAPA 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.

18.2 Nondiscrimination:

MPO, 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, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. MAPA shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.

18.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

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

18.4 Information and Reports:

MAPA shall provide all information and reports required by the 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 State or FHWA to be pertinent to ascertain compliance with such 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, MAPA shall so certify to State, or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

18.5 Sanctions for Noncompliance:

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

- (a) Withholding of payments to MAPA under this agreement until MAPA complies, and/or
- (b) Cancellation, termination or suspension of this agreement, in whole or in part.

18.6 Incorporation of Provisions:

MAPA shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. MAPA shall take such action with respect to any subcontract or procurement as State 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 subcontractor or supplier as a result of such direction, MAPA may request State to enter into such litigation to protect the interests of State, and in addition, MAPA may request the United States to enter into such litigation to protect the interests of the United States.

**SECTION 19. ENTIRE AGREEMENT**

This Agreement embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than contained herein, and this Agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

IN WITNESS WHEREOF, the Parties hereby execute this agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED by the MAPA this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

WITNESS:

METROPOLITAN AREA PLANNING AGENCY  
Greg Youell

\_\_\_\_\_

\_\_\_\_\_  
Director

EXECUTED by the State this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION  
Mick Syslo, P.E.

\_\_\_\_\_  
Materials and Research Engineer

**RESOLUTION**

**SIGNING OF THE PROJECT PROGRAM AGREEMENT – BM1803**

METROPOLITAN AREA PLANNING AGENCY

Resolution No. \_\_\_\_\_

**Whereas:** Metropolitan Area Planning Agency is proposing a project for which it would like to obtain Federal funds;

**Whereas:** Metropolitan Area Planning Agency understands that it must strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project; and

**Whereas:** Metropolitan Area Planning Agency and Nebraska Department of Transportation (NDOT) wish to enter into a new Project Program Agreement setting out the various duties and funding responsibilities for the Federal-aid project.

**Be It Resolved:** by the Board of the Metropolitan Area Planning Agency that:

Greg Youell, Director of the Metropolitan Area Planning Agency is hereby authorized to sign the attached Project Program Agreement between the Metropolitan Area Planning Agency and the NDOT.

Metropolitan Area Planning Agency is committed to providing local funds for the project as required by the Project Program Agreement.

NDOT Project Number: MAPA-28(128)

NDOT Control Number: 22771

NDOT Project Name: Travel Demand Model Forecasting

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2018 at \_\_\_\_\_ Nebraska.  
(Month) (Year)

The Board of Metropolitan Area Planning Agency

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Board/Council Member \_\_\_\_\_

Moved the adoption of said resolution

Member \_\_\_\_\_ Seconded the Motion

Roll Call: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Abstained \_\_\_\_\_ Absent

Resolution adopted, signed and billed as adopted

Attest:

\_\_\_\_\_

Signature

# OMAHA- COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY STRATEGIC PLAN

MAPA convened a Strategic Planning retreat with the Board of Directors in November 2016. The staff also reviewed and discussed direction and priorities in January 2017. This input led to the Strategic Plan document, which is reviewed and updated annually at the beginning of the work plan and budget development process.

## VISIBILITY

MAPA is a visible leader (public face/forward thinking) and proactive on planning issues. The public is aware of MAPA and its contributions to the region.

Example:

Concern(s):

## SERVICE

MAPA is recognized for its excellence as a quality provider and competitor for planning, community development, and technical services. The number and stability of staff members at MAPA has increased providing additional core capacity within the agency.

Example:

Concern(s):

## QUALITY GROWTH

The Heartland 2050 Vision's quality and equitable growth principles are embraced more readily as a unifying regional priority.

Example:

Concern(s):

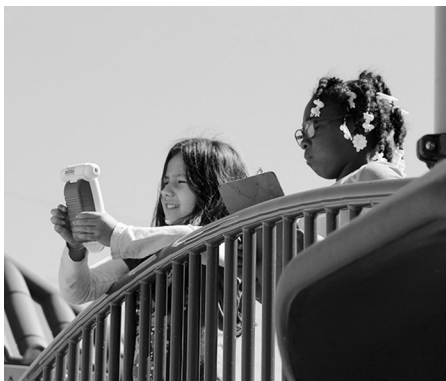
## CONVENER

MAPA is recognized as a leader in facilitating collaboration with tangible results of cooperation evident.

Example:

Concern(s):

# STRATEGIC PLAN





# OMAHA- COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY STRATEGIC PLAN

[December 2017]

## CONTEXT

Throughout its history the Omaha-Council Bluffs Metropolitan Area Planning Agency (MAPA) has operated behind the scenes in support of members within its jurisdiction. MAPA has increased its visibility in recent years and now finds itself more in the spotlight and positioned to influence the future of the region in an impactful way.

The agency's transition has been an incremental process over the course of several years. Critical milestones include additional key staff positions, a new accounting system, a branding and website refresh, and the prospect of adding Cass County, to name a few.

MAPA is unique in that it is respected as an independent and thoughtful voice that works for the common good of the metro area. Many elected officials concur that MAPA's is respected among the communities it serves. Given that MAPA's role as a regional Council of Governments is voluntary in nature, consensus building requires buy in from key partners and a foundation of trust. Continued support and strong partnerships will be essential to MAPA's success.

## PROCESS

In the fall of 2016 MAPA took a new and more inclusive approach to strategic planning. In the past, strategic planning was confined to the Department Managers and the Executive Director. In November 2016 a strategic planning retreat was held with the Board of Directors as well as the Executive Director and Director of Finance and Operations. A follow-up session was then held with staff leadership, including the Executive Director, Director of Finance and Operations, Information Officer, Interim Transportation Manager, Interim Community and Economic Development Manager and the Project Coordinator of Heartland 2050. The results of those meetings were compiled into a document and shared at an agency-wide retreat January 30th, 2017 with all staff members attending. This retreat gave the opportunity for staff members to review and discuss priorities and goals and also to work within each department to set priorities that align with the strategic goals of the agency. The Executive Director and leadership team then took the results of those meetings and compiled them into an agency-wide plan. The intended result is staff will have heightened awareness and ownership of the strategic plan and a greater understanding of how the role each staff member and department plays and how it fits into the bigger picture.

This Strategic Planning process is the first to involve the Board and full staff in MAPA's recent history. It is intended as a foundation that will be reviewed annually and updated as part of the budgeting and goal-setting process conducted each year.

## OUR VISION FOR MAPA BY 2021

This Vision represents the output goals from MAPA's work. That is, what difference does MAPA's work make? What are the desired outputs that result from the work that will be done based on the Strategic Plan that follows?

### Visibility

MAPA is a visible leader (public face/forward thinking) and proactive on planning issues. The public is aware of MAPA and its contributions to the region.

### Service

MAPA is recognized for its excellence as a quality provider and competitor for planning, community development, and technical services. The number and stability of staff members at MAPA has increased providing additional core capacity within the agency.

### Quality Growth

The Heartland 2050 Vision's quality and equitable growth principles are embraced more readily as a unifying regional priority.

### Convener

MAPA is recognized as a leader in facilitating collaboration with tangible results of cooperation evident.



# FOCUS AREAS

These Focus Areas represent the inputs to MAPA's work. That is, what resources will MAPA bring to bear to realize the Vision? What are the specific work areas to focus on to move the agency forward in the direction set by the agency's board and staff members?

## Focus on the Mission

- MAPA staff understands the agency's mission and efforts are unified to support it
- Host an annual staff retreat to reinforce the mission, review the agency's work and plan for the next year
- Share quarterly updates on progress towards goals (celebrate when appropriate)
- Package and promote agency identity and mission to members and the public

## Enhance the Communication

- MAPA's external communication strategy is consistent and coordinated
- Develop a comprehensive marketing and communication strategy
- Secure adequate funding to execute said strategy

## Cultivate Funding

- Funding for MAPA is ample and comes from diverse sources
- Identify and secure additional/diverse streams of revenue to increase capacity and programming
- Identify opportunities to increase the agency's capacity

## Strengthen Service & Projects

- MAPA provides projects, products, and services for members that are seen as value added
- Identify and develop a menu of projects/products/services
- Package and promote said projects/products and services to members
- Engage all stakeholders and the public in meaningful and creative ways for MAPA's programs and events

## Develop the Staff

- Management provides opportunities for staff development so that staff are prepared to do their jobs in a professional manner and realize agency goals
- Work with staff members to develop personalized professional development tracks
- Provide coaching/mentoring training to leadership
- MAPA staff members have opportunities to participate in professional organizations and are supported in their efforts to obtain professional certifications.

# SHORT TERM DEPARTMENT ACTIVITIES

## COMMUNITY AND ECONOMIC DEVELOPMENT

### Mission

- Visit communities twice annually (710-21)
- Determine our primary role in economic development in the region (720-21)
- Define housing role in urban portions of the metro (720-22)

### Communication

- Establish and track community issues in agency database (710-21)
- Revise brochures, website, and other materials for Comm-Dev (710-21)

### Funding

- Identify resources to provide local management assistance (710-23)
- Secure funding for community infrastructure, housing and other projects (710-24)

### Service

- Continue providing comprehensive planning and land use regulation assistance (710-22)
- Assist in capital improvement programming such as Strategic Plans (710-23)
- Continue to assist communities as necessary with grant and loan applications (710-24)
- Administer awarded grants, such as downtown, housing, water/sewer, etc. (710-25)
- Provide assistance with TIF, tax abatement, and tax credits (720-21)
- Manage RLF funds (720-21)

### Staff Development

- Add housing studies to planning portfolio (710-22)
- Maintain CDBG certifications (710-25)
- Continue to develop our downtown and placemaking expertise (720-21)
- Encourage housing rehabilitation and new construction in smaller communities (720-22)

# SHORT TERM DEPARTMENT ACTIVITIES

## EXECUTIVE

### Mission

- Ensure that agency projects, programs and budget align with mission

### Communication

- Reinforce and explain agency mission and strategic goals internally and outside the Agency

### Funding

- Broaden funding sources to sustain and expand MAPA programs and projects to better serve members and communities
- Explore TIP Fee for local federal-aid projects
- Explore dues for special purpose unit members and associate membership program

### Service

- Oversee departmental efforts and projects to ensure high quality work and coordination between departments
- Foster a culture of excellence within the agency
- Work with Board and stakeholders to develop a Policy Committee

### Staff Development

- Encourage continuing education and professional development that furthers the mission of MAPA and improves service to its members
- Allocate resources to support capacity building and training

# SHORT TERM DEPARTMENT ACTIVITIES

## HEARTLAND 2050

### Mission

Close the Gap Plan: Catalyze the development of world-class transit and more walkable, livable communities (27000s)

- Collect and synthesize needed data and research to make the case for world class transit
- Cultivate base of champions and advocates
- Continue to coordinate a transit centered learning visit
- Develop the framework of a long-term vision for world-class transit
- Identify and enlist a few high-level “champions”
- Develop a plan for promoting community engagement a public/private partnership
- Ensure Close the Gap Plan is integral to MAPA and other local and regional planning efforts

### Communication

Support the development of a Communications Plan to: (24000)

- Review current stakeholder and public engagement processes
- Revise and/or develop as needed
- Coordinate and centralize efforts and message
- Streamline processes
- Educate staff and stakeholders on Heartland 2050 vision, goals, and processes
- Develop educational materials, ads, and messages to communicate project purpose and goals (270-04)

### Funding

Work with partners to help secure funding to advance Action Plan goals (270-02)

## Service

Action Plan – Continue moving the work of the Action Plan forward (270-02)

- Orchestrate work groups in each topic area
- Identify, assist and empower work group champions
- Provide support and guidance
- Share and celebrate results

Regional Collaboration – Be recognized as a leader in facilitating regional conversations and encouraging regional collaborations (270-02 and 270-04)

- Host Heartland 2050 Summits
- Host Speaker Series
- Serve as convener for regional conversations
- Host planner roundtables and events

# SHORT TERM DEPARTMENT ACTIVITIES

## ADMINISTRATION

### Communications

- i. Establish a comprehensive (agency-wide) communications strategy (24000)
  - Provide staff development as needed for implementation (99000)
  - Successfully execute strategy
- ii. Maintain and effectively use the new agency contact database that is:
  - Operational
  - Integrated throughout agency
  - Current in policies & procedures

### Funding

- Implement new streamlined and updated travel processes that are: (99000)
- Integrated throughout agency
  - Compliant with state and federal regulations
  - Shared with staff and stakeholders to ensure implementation

### Service

- Utilize new event planning processes (99000, 24000)
- Review, current event planning processes
  - Revise and/or develop as needed
  - Educate staff and stakeholders on processes
  - Begin process early to get early, effective input

# SHORT TERM DEPARTMENT ACTIVITIES

## TRANSPORTATION

### Mission

#### Support Development of MPO Policy Board (21000)

- Build off of success of Heartland 2050 Executive Committee and Implementation Committees
- Support Executive Director to cultivate support for shift to Policy Board
- Identify a broader, inclusive set of stakeholders and partners related to transportation & quality of life, including (but not limited to)
  - Design
  - Environmental
  - Health
  - Equity
- Shift conversation to Smart City model - transportation as part of holistic approach to community issues

### Communication

#### i. Support Development of Agency Communications Plan (24000)

- Continue involvement in Public Participation Team
- Ensure that Information Officer and other staff members are informed and able to disseminate accomplishments to media

#### ii. Community Interaction: Build community partnerships with intention (24000)

##### *Build on the "TAP Model" for engaging stakeholders*

- Set up routine meetings with city and county staff to identify potential projects for regional funding
- Build relationships to help improve the implementation of MAPA plans
- Identify resources or services that partners need
- Coordinate meetings with other MAPA functions (calendars, other dept. meetings, etc.)



## Funding

### Identify Additional Resources (23000)

- Broaden revenue available to conduct the transportation planning process
- Increase support of the transportation planning process from those who benefit from it
- Assist members to secure funding for projects
- Support Executive Director's efforts in this area, such as TIP Fee

## Service

### i. Develop a Project Workflow (29000)

- Use at the beginning of each transportation team project
- Identify opportunities to partner, collaborate with other staff
  - Community Development
  - Administration / Communications
- Improve communication between staff on key projects

### ii. Leadership in Data Resources (25000)

- - Develop regional database to support planning functions
  - Internal to MAPA
  - Regional leader supporting other agencies
- Continue development of contact database & supported functions
- Improve organization of shared server resources

MAPA  
CONTRACT COVER PLATE

CONTRACT IDENTIFICATION

1. Contract Parties: MAPA-Wellness Council of the Midlands
2. Project Title: Wellness Council of the Midlands 19013100004
3. Effective Date: January 1, 2019
4. Completion Date: December 31, 2019

CONTRACT PARTIES

5. Contractor Name and Address: Wellness Council of the Midlands  
The Barbara Weitz Community Engagement Center, Rm 219  
University of Nebraska at Omaha  
6001 Dodge Street  
Omaha, NE 68182-0874
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 \$16,000 of FHWA (CFDA 20.205) Highway Planning and Construction funds less independent audit and inspection fees, unless acceptable compliance with 2 CFR 200 can be substituted, plus \$4,000 in matching funds.

DATES OF SIGNING AND MAPA BOARD APPROVAL

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

AGREEMENT  
FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this first day of January, 2019, by and between Wellness Council of the Midlands, 6001 Dodge Street, Omaha, NE 68182-0874, herein after referred to as "the Contractor", and the Omaha-Council Bluffs Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska 68102, hereinafter referred to as "MAPA", providing for professional services described herein.

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

1. EMPLOYMENT OF THE CONTRACTOR

The Contractor agrees to undertake certain air quality outreach services. This Agreement shall be subject to all required provisions of US Department of Transportation Highway Planning and Construction funds, Agreement BL1670 attached and incorporated hereto by reference (Exhibit A).

2. AREA COVERED

The service area to be covered under this Agreement shall be the Omaha-Council Bluffs urbanized area.

3. SCOPE OF SERVICES

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

4. PERSONNEL

- A. The Contractor represents that it has, or will secure all personnel required in performing the services under this Agreement without exceeding the project budget. Such personnel will not have any other financial interest pertaining to work covered by this Agreement.
- B. All of the services required hereunder shall be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and authorized under state and local law to perform such services.
- C. All subcontracted services covered by this Agreement shall be reviewed and approved prior to

contracting by MAPA and FHWA. The Contactor must follow the federal requirements as it pertains to the procurement of goods and services. The Contractor shall provide to MAPA, as well as State and Federal Agencies, upon request proof of the procurement process.

#### 5. RESIDENCY VERIFICATION

Pursuant to Neb. Rev. Stat. § 4-114 *et seq.*, each party shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

#### 6. TIME OF PERFORMANCE

The Contractor agrees to perform the services of this Agreement as stated herein, within the time of this Agreement. The agreement shall cover work performed beginning January 1, 2019 and ending December 31, 2019.

#### 7. COMPENSATION

MAPA agrees to pay for the services rendered by the Contractor under the terms of this Agreement, compensation on a cost reimbursement basis for costs incurred and to include direct costs not to exceed in any event sixteen thousand dollars (\$16,000) less independent audit and inspection fees, unless acceptable compliance with 2 CFR 200 can be substituted. The Contractor agrees to contribute in cash or in services a minimum requirement of four thousand dollars (\$4,000). Services shall be defined as staff time paid with non-federal dollars or equipment purchased with non-federal dollars. (Exhibit C)

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

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

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

in place to ensure that time charges are correct and have the appropriate supervisory approval.

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

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

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

## 8. RECORDS AND AUDITS

- A. The Contractor shall establish and maintain accounts for the project in a manner in accordance 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 and the contract cost principles and procedures set forth in 2 CFR 200.
- C. The Contractor shall establish and maintain separate accounts for expenditures under US Department of Transportation Agreement BL1670.
- D. If necessary, the Federal award information needed for the SEFA includes:  
**Federal Grantor:** US Department of Transportation - Federal Transit Administration  
**Pass-Through Grantor:** Omaha-Council Bluffs Metropolitan Area Planning Agency  
**Program Title:** Highway Planning and Construction  
**CFDA Number:** 20.205  
**Project Number:** 19013100004
- E. The Contractor shall maintain an accurate cost-keeping system as to all costs incurred in connection with the subject of this Agreement and shall produce for examination books of account, bills, invoices and other vouchers, or certified copies thereof if originals are lost, at such reasonable time and place as may be designated by MAPA, NDOT 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 NDOT-MAPA audit is completed, resolved and closed.
- F. The Contractor shall at all times afford a representative of MAPA, NDOT, 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 Contractor under this Agreement as found to be ineligible for reimbursement from the sponsoring federal agency, the Contractor shall pay such amount back to MAPA.

#### 9. SUBMISSION OF VOUCHERS/INVOICES

- A. The Contractor may submit monthly, but no less than quarterly, documented invoices of costs incurred for the work elements and work activities that were previously identified in Sections 3A of this Agreement. Said reports shall account for the expenditure of Federal and Contractor shares, shall indicate work program percentage completion, and shall contain a statement of the Contractor's estimate of the percentage of work completed and be signed by a responsible representative of the Contractor's certifying that all of the items herein are true and correct for the work performed under the terms of this Agreement. Final payment shall be made upon determination by MAPA and FHWA that all requirements hereunder have been completed, which determination shall not be unreasonably withheld. Promptly after receipt of the Contractor's invoices, and following receipt of funds from the State. MAPA shall make payment thereon to the Contractor. MAPA may withhold ten percent (10%) of the total compensation pending a final audit of this Agreement.
- B. All invoices shall be taken from the books of account kept by the Contractor shall have available copies of payroll distribution, receipted bills or other documents reasonably required by MAPA. The Contractor shall use actual labor rates for billing purposes.
- C. The Contractor shall have available a listing of all Contractor personnel positions that may be selected or assigned to the work contemplated herein. Said listing shall indicate the title or classification and salary range of each such position. It is agreed that employees of the Contractor, whose time is directly assignable to the FY 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.

#### 10. TERMINATION OF AGREEMENT FOR CAUSE

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

- B. The above also applies when the contract may be terminated because of circumstances beyond the control of MAPA or the Contractor.

## 11. CHANGES

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

## 12. PROHIBITED INTEREST

- A. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.
- B. No employee, officer or agent of the Consultant or MAPA shall participate in selection, or the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
1. The employee, officer or agent,
  2. Any member of his/her immediate family,
  3. His or her partner, or
  4. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the Consultant or sub contractors selected for award.

MAPA's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements.

## 13. ASSIGNABILITY

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

## 14. CLAIMS

Both parties indemnify, save and hold harmless the other party, and all its agents and employees of and from any and all claims, demands, actions or causes of action of whatever nature or character arising out of, or by reason of, the work to be performed by either party. Each party further agrees to defend, at its own sole cost and expense, any action or proceeding commenced for the purpose of asserting any such claim of whatever character arising as a result of its actions. It is further agreed that any and all employees of either party while engaged in the performance of any work or service required or provided for herein to be performed by that party, shall not be considered employees of the other party, and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Nebraska on behalf of said

employees, while so engaged, and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees, shall in no way be the obligation or responsibility of the other party.

#### 15. INTEREST OF THE CONTRACTOR

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

#### 16. IDENTIFICATION OF DOCUMENTS

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

*"The preparation of this report, document, etc. was financed in part through a Federal grant from the Department of Transportation"*

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

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

#### 17. PUBLICATION OR RELEASE OF INFORMATION

- A. Papers, interim reports, forms or other material which are a part of the work under contract will not be copyrighted without written approval of 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 FHWA. However, if 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 FHWA."
- D. In the event of failure of agreement between FHWA and the Contractor relative to the publication of any reports during the period of the contract, each party reserves the right to publish independently, in which event the nonconcurrence of the other party shall be set forth, if requested.



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

#### 18. NONDISCRIMINATION

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

#### 19. DISADVANTAGED BUSINESS ENTERPRISE

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

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

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

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

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

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

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

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

**24. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

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

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

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

**26. HOLD HARMLESS**

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

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

#### 27. DRUG FREE POLICY

Both parties have established and maintain drug free workplace policies.

#### 28. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. No representations were made or relied upon by either Party other than those that are expressly set forth herein. No agent, employee or other representative of either Party is empowered to alter any of the terms hereof except as provided herein.

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

OMAHA-COUNCIL BLUFFS METROPOLITAN  
AREA PLANNING AGENCY

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

\_\_\_\_\_  
Printed Name

WELLNESS COUNCIL OF THE MIDLANDS

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

\_\_\_\_\_  
Printed Name and Title

APPROVED AS TO LEGAL FORM

DATE \_\_\_\_\_

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

**LPA PROGRAM AGREEMENT- CMAQ FUNDS**

METROPOLITAN AREA PLANNING AGENCY  
STATE OF NEBRASKA, DEPARTMENT OF ROADS  
PROJECT NO. CM-D2(107),  
STATE CONTROL NO. 22553  
LITTLE STEPS BIG IMPACT

THIS AGREEMENT is between the Metropolitan Area Planning Agency, Nebraska, a local public agency ("LPA"), and the State of Nebraska, Department of Roads ("State"), collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, certain routes in the LPA 's jurisdiction have been designated as being eligible for Congestion Mitigation and Air Quality Improvement Program (CMAQ) Funds by the Department of Transportation, Federal Highway Administration, hereinafter called the FHWA, in compliance with Federal laws pertaining thereto, and

WHEREAS, CMAQ Funds have been made available by Title 23 of the United States Code, providing for improvements on eligible routes, and

WHEREAS, the Federal share payable on any portion of a CMAQ project will be a maximum of 80 percent of the eligible and participating costs; the LPA's share will be the remaining 20 percent of the eligible and participating costs; and LPA will also be responsible for all other nonparticipating or ineligible costs, and

WHEREAS, regulations for implementing the provisions of the above mentioned act provide that the Federal share of the cost of those projects will be paid only to the State, and

WHEREAS, the regulations further permit the use of funds other than State funds in matching Federal Funds for the improvements of those routes, and

WHEREAS, the State is willing to assist LPA to the end of obtaining Federal approval of the proposed work and Federal Funds for the construction of the proposed improvement, with the understanding that this project is not a State project and that no State Funds are to be expended on this project, and

WHEREAS, the LPA has designated an available fully-qualified public employee or elected official to act as "Responsible Charge" (RC) for the subject Federal-aid Transportation project, and

WHEREAS, the RC will be in day-to-day responsible charge of all aspects of the project, from planning through post-construction activities and maintain the project's eligibility for Federal-aid Transportation project funding, and

WHEREAS, the LPA understands that it must comply with all terms of 23 C.F.R. 635.105 in order for this Federal-aid transportation project to be eligible for Federal funding, and

WHEREAS, if the LPA is to receive Federal participation for any portion of the work on the proposed project, it is necessary for all phases of work to comply with Federal requirements and procedures, and

WHEREAS, the State's role is only federal funding eligibility, including providing quality assurance to ensure FHWA on the LPAs behalf that the project is designed, constructed and managed according to federal rules and regulations. The State will coordinate with the LPA on federal funding issues on behalf of the LPA, and

WHEREAS, Federal Regulations provide that the LPA shall not profit or otherwise gain from local property assessments that exceed the LPA's share of project costs, and

WHEREAS, the funding for the project under this agreement includes monies from the Federal Highway Administration (FHWA). If a non-federal entity expends \$500,000 or more in total federal awards in a fiscal year, then OMB Circular A-133 audit requirements must be addressed as explained further in this agreement, and

WHEREAS, the total cost of the project, is currently estimated to be \$1,177,520.00, but such costs may increase or decrease due to variations between the estimated and actual project costs, and

WHEREAS, the LPA's share of the total project costs is estimated to be \$235,504.00. The LPA has earmarked and has placed in its fiscal budget at least the amount of the local match indicated above. These costs may increase or decrease due to variations between the estimated and actual project costs, and

WHEREAS, the project is described as follows:

This program will conduct public education and a survey regarding air quality issues in the MAPA region

WHEREAS, the LPA desires that this project, the location of which is shown on attached Exhibit "A", be developed and constructed under the designation of Project No. CM-D2(107), as evidenced by the Resolution of the LPA dated the 25<sup>th</sup> day of February, 2016, attached as Exhibit "B" and made a part of this agreement.

NOW THEREFORE, in consideration of these facts, the LPA and State agree as follows:

#### SECTION 1. DEFINITIONS

For purposes of this agreement, the following definitions will apply:

"AASHTO" means American Association of State Highway and Transportation Officials.

“ADA” means the Americans with Disabilities Act.

“ASTM” means the American Society for Testing and Materials.

“CFDA” means Catalog of Federal Domestic Assistance.

“CFR” means the Code of Federal Regulations.

“DOT” means the United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

“FHWA” means the Federal Highway Administration, United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

“FULLY QUALIFIED” means a person who has satisfactorily completed all applicable State training courses and who has met the other requirements necessary to be included on the State list of qualified LPA “Responsible Charge” (RC’s).

“LPA” means Local Public Agency sponsoring a federally funded transportation project and determined to be qualified to assume the administrative responsibilities for such projects by the State.

“LPS” means the Local Projects Section at Nebraska Department of Roads, in Lincoln, Nebraska.

“NEB. REV. STAT” means the Nebraska Revised Statutes as set forth in Nebraska law.

“OMB” means the Federal Office of Management and Budget.

“FULL-TIME PUBLIC EMPLOYEE” means a public employee who meets all the requirements and is afforded all the benefits of full-time employees as that phrase is applied to other employees of the employing entity. A person is not a full-time employee if that person provides outside private consulting services, or is employed by any private entity, unless that person can prove to the State in advance, that employee’s non-public employment is in a field unrelated to any aspect of the project for which Federal-aid is sought.

“PUBLIC EMPLOYEE” for the purpose of selecting an RC for this project means a person who is employed solely by a county, a municipality, a political subdivision, a Native American tribe, a school district, another entity that is either designated by statute as public or quasi-public, or entity included on a list of entities determined by the State and approved by the Federal Highway Administration (FHWA), as fulfilling public or quasi-public functions.

“RESPONSIBLE CHARGE” or “RC” means the public employee or elected official who is fully empowered by the LPA and has actual day-to-day working knowledge and responsibility for all decisions related to all aspects of the Federal-aid project from planning and development through construction project activities, including all environmental commitments before, during

verbally and in writing the State's LPS Quality Management Manager, the LPS Project Coordinator, and the State District Representative; after such notification, the LPA shall replace the RC no later than ten calendar days or sooner if possible. With advance written approval by the State, the LPA may use a Provisional RC in accordance with the State's Provisional RC Policy.

6. The LPA agrees that it is ultimately responsible for complying with all Federal and State requirements and policies applicable to Federal-aid highway projects. This includes meeting all post-construction commitments, including but not limited to environmental or maintenance. The LPA understands that failure to meet any eligibility requirements for Federal funding may result in the loss of all Federal funding for the project. In the event that the acts or omissions of RC, the LPA or its agents or representatives result in a finding that a project is ineligible for Federal funding, the LPA will repay the State all previously paid Federal Funds, as determined by the State, and any costs or expenses the State has incurred for the project, including but not limited to, any costs reimbursed for the time and expenses of the RC.
7. Ensure that the project plans and specifications are sealed, signed and dated by a professional licensed engineer in the State of Nebraska, and that estimates have been prepared and the construction has been observed by a professional engineer licensed in the State of Nebraska or a person under direct supervision of a professional engineer licensed in the State of Nebraska (reference Neb. Rev. Stat. § 81-3445).

#### SECTION 5. FEDERAL AID PROJECT REQUIREMENTS

LPA agrees to comply with all Federal-aid project procedures and requirements applicable to this project, including federal laws, and when applicable, state and local laws, and the LPA Guidelines Manual for Federal-aid Projects.

##### **A. The Applicable Legal and Contract Requirements.**

1. **Title 23 U.S.C., 23 CFR, and 49 CFR** - Title 23, Chapter I, of the United States Code contains most of the federal laws governing this Federal-aid transportation project. Title 23 of the Code of Federal Regulations is a codification of the rules and regulations including provisions governing Federal-aid highway projects administered by the Federal Highway Administration, Department of Transportation. Title 49 of the Code of Federal Regulations, Parts 1-99, also includes regulations applicable to LPA's Federal-aid highway project. The Federal-aid highway program provisions of 49 CFR are found primarily in Parts 18, 19, 24, 26-29, 32, 37 and 38.



2. **LPA Guidelines Manual** - LPA also agrees to develop its project in strict compliance with the provisions of the LPA Guidelines Manual for Federal Aid Projects (The Manual), which is incorporated herein by this reference. The Manual is a document drafted in part, and formally approved, by the FHWA as a document setting out requirements for LPA projects funded with Federal-aid funds. A current version of The Manual can be found in its entirety at the following internet address: <http://www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html>. In the event the LPA believes that The Manual doesn't clearly address a particular aspect of the project work, the LPA shall seek guidance or clarification from the State's Local Project Division Section Engineer or Project Coordinator.

B. **Work Stage Pre-approval** - There are certain stages of development of this project that will require federal approval before work on that stage may begin, unless it is a stage for which federal-aid reimbursement will not be requested. The following is a non-exclusive list of the most common federal-aid stages of a project:

- Preliminary design services
- NEPA services
- Final design services
- LPA RC services

Prior to beginning any work or incurring any expenses on a new project stage for which reimbursement will be sought, LPA shall confirm 1) FHWA's authorization of funds for that stage, and 2) receipt of a notice-to-proceed from NDOR for that stage.

C. **Federal Oversight.** If the project has been designated as full federal oversight, then additional federal oversight and approvals will be required. It is the responsibility of the LPA to understand the additional requirements and ensure that the State and FHWA are provided timely notice for additional oversight and approvals.

D. **Loss of Funding.** In order for the LPA to receive Federal Funds for any part of this project, the LPA shall perform the services for all stages of work, including, but not limited to preliminary and final design, environmental studies, acquisition of Right-of-Way, construction, and construction engineering, according to Federal procedures and requirements. Although Federal Funds may be allocated to the project, all stages or certain stages of work may become ineligible for Federal Funds if Federal procedures and requirements are not met. The LPA understands and agrees that the LPA, its RC, agents, and Contractor have the sole duty of proper development of plans and construction of the project, in accordance with the approved plans, and that failure to properly prosecute and

construct the project in accordance with the approved plans may result in the loss of federal funding.

## **SECTION 6. SUSPENSION OR TERMINATION**

### **A. Suspension.**

The State, in its sole discretion, reserves the right to suspend LPA's project when the State determines that there are issues related to project performance, responsiveness, quality or eligibility that must be corrected by LPA. Suspension of the project may include, but is not limited to, the State declaring LPA's continued work on the project ineligible for reimbursement and State discontinuing assistance with and review of LPA's work on the project. The State shall provide LPA with notice of the suspension including (1) a description of the reason(s) for the suspension, (2) a timeframe for LPA to correct the deficiencies, and (3) a description of the actions that must be taken for the State to revoke the suspension.

A suspension may also be imposed by the State for any of the reasons listed in the Termination subsection below, or for any significant change in the scope of the project that has not been previously approved by the State or FHWA.

Failure to correct the deficiencies identified in a suspension will be grounds for the loss of eligibility for federal funding for the project and for termination of this agreement.

### **B. Termination.**

This agreement may be terminated as follows:

1. The State and the LPA, by mutual written agreement, may terminate the agreement at any time.
2. The State may terminate this agreement for the following reasons:
  - (a) A decrease or shift in available federal-aid funding that will, in the sole discretion of the State, make it unlikely or impossible for this project to be prioritized to receive federal-aid funding.
  - (b) When LPA's project has not been properly advanced as evidenced by the occurrence of any of the following events:
    - (i) LPA has not sought reimbursement from State for any RC or other eligible project costs for a period of one year.
    - (ii) LPA has not advanced the project to Right-of-Way acquisition or construction within the time periods set out in 23 USC Section 102(b) and 23 CFR Part 630.112(c)(2) (10 years), and 23 USC Section 108 (a)(2) and 23 CFR

Part 630.112(c)(2) (20 years). (See also the FHWA Federal-Aid Policy Order number 5020.1, dated April 26, 2011.)

- (iii) LPA's designated RC has not met all RC qualification requirements for the project by the time specified by the State.
  - (iv) LPA has failed to replace the RC with an RC approved by the State within 30 days during the design stage or 10 days during the project letting or construction stages, from when the RC leaves, or is removed from the project for any reason.
  - (v) LPA either (1) informs the State that it is unwilling to use condemnation to acquire any of the property interests needed to construct the project, or (2) fails to complete the Right-of-Way acquisition process within the time necessary to allow the project to have construction funds authorized within the year planned for Federal funding obligation for construction.
  - (vi) LPA has failed to cause the project to be ready for the targeted letting date by obtaining construction funds authorization within the programmed year of the STIP.
  - (vii) LPA has not included the project or project phases within the LPA's one or six year plans or, when applicable, within the LPA's Transportation Improvement Program (TIP), in the correct fiscal year.
- (c) LPA's failure to meet the requirements for Federal-aid local projects found in federal, state, or local law or policy, or the requirements of the LPA Guidelines Manual.
  - (d) A notice or declaration of FHWA or the State that any part of the project is or has become ineligible for federal funding.
  - (e) LPA's failure to sign any State drafted or approved project agreement including supplemental agreements.
  - (f) LPA's failure to pay in full the local share specified in any agreement within 30 days after receipt of an invoice from the State.
  - (g) LPA's breach of a provision of this agreement.
  - (h) LPA's failure to cause the project to be constructed according to the approved project plans and specifications.

3. The LPA may terminate the agreement upon sixty (60) days written notice of termination to the State, subject to the LPA meeting the conditions of paragraph 5 below.

4. Prior to the State terminating this agreement, the State shall provide written notice to the LPA of the basis for termination and, when applicable, provide the LPA sixty (60) days to properly resolve all issues identified by the State.
5. Whenever the project is terminated for any reason, LPA shall (a) repay State all Federal-aid funds that have been expended for the project and (b) pay State for all of State's costs associated with the project that have not been reimbursed under 5.(a). Further, the LPA will thereafter be solely responsible for all costs associated with LPA's project.

#### SECTION 7. FEDERAL AUDIT REQUIREMENT

- 7.1 The funding for the project under this Agreement includes federal monies from the FHWA. According to the Single Audit Act Amendments of 1996 and the implementing regulations contained in 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F (hereinafter Part 200), the Part 200 Audit is required if the non-federal entity expends \$750,000 or more in total federal awards in a fiscal year. Non-federal entity means state and local governments and non-profit organizations.
- 7.2 The LPA shall comply with this Single Audit mandate as described in Section 16.1. Any federal funds for LPA projects paid directly to contractors and consultants by State, on behalf of the LPA, will be reported on State's schedule of expenditures of federal awards (SEFA) and need not be reported by LPA (as per FHWA's February 16, 2012 letter and State's February 24, 2012 letter). If a Part 200 audit is necessary, the expenditures related to the federal funds expended under this project should be shown in the report's Schedule of Expenditures of the Federal Awards (SEFA).
- 7.3 If necessary, the Federal award information needed for the SEFA includes:
  - Federal Grantor:** U.S. Department of Transportation – Federal Highway Administration
  - Pass-Through Grantor:** Nebraska Department of Roads
  - Program Title:** Highway Planning and Construction (Federal-Aid Highway Program)
  - CFDA Number:** 20.205
  - Project Number:** CM-D2(107)
- 7.4 If a Part 200 Audit is submitted by the LPA, the LPA shall notify the Nebraska Department of Roads, Highway Audits Manager, at P.O. Box 94759, Lincoln, NE 68509-4759 when the audit reporting package and the data collection form have been submitted to the Federal Audit Clearinghouse (FAC) website.

**SECTION 8. FINANCIAL RESPONSIBILITY****A. TOTAL PROJECT COSTS AND FUNDING COMMITMENTS**

The total cost of the project is currently estimated to be \$1,193,770.00.

Both the LPA and State recognize this is a preliminary estimate and the final cost may be higher or lower. In order to exceed the costs obligated for some of the phases set out above, the LPA must seek and obtain from the State additional Federal funding obligation by:

- Submitting a detailed cost estimate, when applicable, and receiving State's approval of such estimate,
- Receiving notification from the State that additional Federal Funds have been obligated,
- Receipt of a notice to proceed from the State to incur costs, if applicable

**B. LPA RESPONSIBILITY**

The LPA understands that payment for the costs of this project, whether they be services, engineering, Right-of-Way, utilities, material or otherwise, are the sole responsibility of the LPA when Federal participation is not allowable or available or if the project is subsequently determined to be ineligible for Federal-aid funding. Therefore, when the Federal government refuses to participate in the project or any portion of the project the LPA is responsible for full project payment with no cost or expense to the State in the project or in the ineligible portion of the project. Should the project be abandoned before completion, the LPA shall pay or repay the State for all costs incurred by the State prior to such abandonment.

**C. REIMBURSEMENT OF COSTS INCURRED BY THE LPA**

LPA incurred project costs of the five (5) types listed in this section may be eligible for reimbursement from Federal-aid funds for this project if:

- The LPA submits a detailed cost estimate, when applicable, and the State approves such estimate,
- The State has obtained Federal Funds obligation,
- The State issues notice to proceed to the LPA to incur costs. Work performed on the project prior to receipt of the Notice-to-Proceed is ineligible for Federal-aid reimbursement, and
- The LPA submits invoices no more frequently than monthly and in accordance with this agreement and the LPA Reimbursement Procedures located at:  
<http://www.roads.ne.gov/gov-aff/lpa-guide-man.html#forms4>. The LPA is responsible for submitting for reimbursement the total actual costs expended that are eligible for

Federal-aid. The State, on behalf of FHWA, will review the costs submitted and determine what costs are eligible for reimbursement. The State will reimburse the LPA for the Federal share of the eligible actual costs. The LPA shall retain detailed cost records supporting all invoices, and shall submit those records to the State upon request.

The criteria contained in Part 31 of the Federal Acquisition Regulations System (48 CFR 31) will be applied to determine whether the costs incurred by the LPA are allowable under this agreement, including any Professional Services agreements.

1. LPA Project oversight costs

Project oversight costs include: direct costs, such as compensation of LPA employees for their time devoted and related directly to the performance of the project phase for which the federal-aid was approved; cost of materials consumed as part of the project; and indirect costs, with an approved Indirect Cost Allocation Plan as outlined in the LPA Guidelines Manual for Federal Aid Projects. If the LPA wishes to be reimbursed for these costs, the State will request an initial Federal funding obligation of \$5,000 for this purpose, so that the LPA may commence work immediately following receipt of a notice to proceed from the State prior to performing any work which would result in exceeding the initial \$5,000 Federal funding authorization.

If additional reimbursement is desired by the LPA, the LPA must submit a detailed cost estimate for approval by the State. If approved, the State will request an adjustment to the Federal funding obligation.

2. LPA provided professional services

Professional services provided by the LPA, such as preliminary engineering and construction engineering, require execution of a Professional Services Agreement to identify the services to be provided by the LPA and associated costs. **Any Professional Services performed prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.**

**D. PAYMENT OF CONSULTANT PROFESSIONAL SERVICES BY THE STATE**

When the LPA uses Consultant professional services for this project, the costs of these services may be eligible for payment from Federal-aid funds. For the State to pay for these professional services, the LPA must execute an agreement with the service provider using the State's template agreement. Such agreement shall include a detailed scope of services and fee proposal. The State shall pay the Consultant directly, with Federal and local funds, for any

eligible costs. Any non-participating costs, or costs determined to be ineligible, shall be the sole responsibility of the LPA and LPA shall reimburse the State for any such costs paid to the Consultant. **Any professional services performed prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.**

#### **E. STATE INCURRED COSTS**

The expense incurred by State employees to perform tasks related to the development and construction of this project may be part of the cost of the project. The LPA shall be responsible for such costs as charged by State employees; however, these costs are eligible for Federal-aid participation up to the maximum amounts outlined below.

The maximum amount for which Federal Funds will participate in State incurred costs are:

1. PE Phase (including ROW Design activities)

Upon execution of this agreement, the State may obligate up to a maximum of \$10,000, allocated in accordance with the table above, for State incurred PE Phase services.

LPA shall be solely responsible for any State incurred costs 1) exceeding the Federal share of the obligated funds, 2) not eligible for reimbursement for any reason, or 3) for which an obligation is not obtained.

#### **G. LPA PROJECT BUDGET AND INVOICING BY THE STATE**

The LPA will earmark and place in its fiscal budget an amount sufficient to fund LPA's project commitments as shown in subsection A. above.

At times determined by the State, and after execution of this agreement, the State will invoice the LPA for some or LPA's entire share of the State incurred preliminary engineering project costs. After execution of a professional consultant services agreement for this project, the State will invoice the LPA their share of the total agreement amount.

Upon award of the construction contract, the State will invoice the LPA their share of the construction contract plus contingencies and construction engineering (includes \$2,500 audit costs), and any unbilled preliminary engineering expenses, unless other arrangement have been agreed upon by the Parties. The LPA shall pay the State within 30 calendar days of receipt of invoice from the State.

## **H. AUDIT AND FINAL COST SETTLEMENT**

Final reimbursement requests must be made within 60 days after the LPA has filed a completed State DR Form 299 with the State. Any invoices submitted after the 60 calendar days will be ineligible for reimbursement.

The final settlement between the State and the LPA will be made after final funding review and approval by the State and after an audit, if deemed necessary, has been performed to determine eligible actual costs. Refer to the SECTION 19. PROJECT COMPLETION, ACCEPTANCE, AUDIT, AND FINAL SETTLEMENT of this agreement for additional information.

## **I. PROJECT WITHDRAWAL**

If the LPA withdraws the project for any reason, LPA shall (a) repay State all Federal-aid funds that have been expended for the project and (b) pay State for all of State's costs associated with the project that have not been reimbursed.

## **SECTION 9. SCHEDULE**

In order to retain federal funding for this project, the LPA shall cause the project to move promptly through all project stages to meet the targeted letting date. LPA shall coordinate with the State concerning the progress of the project and notify State of any issues that will affect the project schedule. Failure of LPA to properly advance the project or meet project deadlines may result in suspension or termination and loss of federal funding for this project. See SECTION 6. SUSPENSION OR TERMINATION.

## **SECTION 10. PROCUREMENT OF PROFESSIONAL SERVICES**

### **A. ENGINEERING SERVICES**

The LPA shall procure engineering services providers using the Qualifications Based Selection process set out in the LPA Guidelines Manual. Engineering services include, but are not limited to; planning studies, preliminary engineering, environmental activities, Right-of-Way design, construction engineering, or architectural services.

## **SECTION 11. COORDINATING PROFESSIONAL**

As required by Neb. Rev. Stat. § 81-3437, if LPA's project involves more than one licensed professional engineer or architect, the LPA shall designate a Coordinating Professional for this project and notify the State in writing of such designation prior to commencement of professional services. The Coordinating Professional shall apply his or her seal and signature and the date to the cover sheet of all documents and denote the seal as that of the Coordinating Professional. The Coordinating Professional shall verify that all design disciplines involved in



the project are working in coordination with one another, and that any changes made to the design are approved by the corresponding discipline. "Coordinating Professional" shall have the meaning set out in §81-3408 of the Nebraska Engineers and Architects Regulation Act (Neb. Rev. Stat. § 81-3401 et. seq.) The Coordinating Professional shall also comply with the provisions of the Act, including Neb. Rev. Stat. §8 1-3437(3)(g), and the implementing Rules and Regulations, Title 110, NAC section 6.3, and when applicable, shall complete the duties of design coordination set out in Neb. Rev. Stat. § 81-3421. LPA's failure to provide written notice to the State under this section may result in the costs of previous professional services being declared ineligible for reimbursement or other sanctions allowed by law or both.

## **SECTION 12. PROJECT COMPLETION, ACCEPTANCE, AUDIT, AND FINAL SETTLEMENT**

### **A. TENTATIVE FINAL ACCEPTANCE**

Consultant or LPA providing the construction engineering shall notify the RC in writing when all contract work is complete and ready for inspection. RC shall, within one week, inspect the work for conformance with the construction contract. Within one week of acceptance of the work by the LPA, the LPA shall issue a Tentative Final Acceptance letter to the Contractor, with a copy to the State, advising them that all contract work has been tentatively accepted.

### **B. DR FORM 91 – NOTIFICATION OF CONTRACT COMPLETION**

Upon receipt by the State of the LPA's Tentative Final Acceptance letter to the Contractor, the State's District Engineer will prepare and distribute a DR Form 91. Consultant or LPA providing construction engineering services may only incur expenses for up to 45 days following the construction completion date sited on the DR Form 91 or the Tentative Final Acceptance letter.

### **C. Audit and Final Settlement with LPA**

If deemed necessary, an audit will be performed by the State to determine whether the actual costs incurred on the project are eligible for reimbursement with Federal Funds. The amount of the final settlement between the State and the LPA will be the LPA's share of the total eligible project costs, plus all ineligible project costs, less the total local funds previously paid to the State by the LPA.

If the LPA's calculated share is more than the amount of local funds previously paid to the State, the State will bill the LPA for the difference. The LPA agrees to pay the amount due the State within thirty (30) days of receipt of invoice.

If the LPA's calculated share is less than the amount of local funds previously paid to the State, the State will reimburse the LPA for the difference.

SECTION 13. INDEMNITY

The LPA agrees to hold harmless, indemnify, and defend the State and FHWA against all liability, loss, damage, or expense, including reasonable attorney's fees and expert fees, that the State and/or FHWA may suffer as a result of claims, demands, costs, or judgments arising out of LPA's project and the terms of this agreement.

SECTION 14. CONFLICT OF INTEREST LAWS

The LPA shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and agrees to comply with all the Conflict of Interest provisions in order for the project to remain fully eligible for State or Federal funding. LPA should review, understand and follow the instructions provided in the **NDOR CONFLICT OF INTEREST GUIDANCE DOCUMENT FOR LPA OFFICIALS, EMPLOYEES & AGENTS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS** located on the State website at the following location:

<http://www.roads.ne.gov/gov-aff/lpa/chapter-forms/coi/coi-guidance-doc-lpa.pdf>

The LPA must also complete and sign the **NDOR CONFLICT OF INTEREST DISCLOSURE FORM FOR LPAS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS**, for each project. This form is located on the State website at the following location: <http://www.roads.ne.gov/gov-aff/lpa/chapter-forms/coi/coi-disclosure-doc-lpa.pdf>

Consultants and Subconsultants providing services for LPA's, or submitting proposals for services, shall submit a Conflict of Interest Disclosure Form for Consultants. Consultants and Subconsultants shall submit a revised form for any changes in circumstances, or discovery of any additional facts that could result in someone employed by, or who has an ownership, personal, or other interest with Consultant or Subconsultant having a real or potential conflict of interest on an LPA federal-aid transportation project.

SECTION 15. DRUG FREE WORKPLACE

The LPA shall have an acceptable and current drug-free workplace policy on file with the State.

SECTION 16. RECORDS RESPONSIBILITY

The LPA shall maintain all correspondence, files, books, documents, papers, field notes, quantity tickets, accounting records and other evidence pertaining to costs incurred and shall make such material available at its office at all reasonable times during the contract period and for at least three years from the date of final cost settlement under this agreement; such records must be available for inspection by the State and the FHWA or any authorized representatives

of the Federal government, and the LPA shall furnish copies to those mentioned in this section when requested to do so.

#### SECTION 17. FAIR EMPLOYMENT PRACTICES

If the LPA performs any part of the work on this project itself, the LPA shall abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb. Rev. Stat. §§ 48-1101 to 48-1126, and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in the SECTION 30. TITLE VI NONDISCRIMINATION CLAUSES of this agreement. The reference to "Contractor" in this section also means the "LPA".

#### SECTION 88. DISABILITIES ACT

The LPA 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.

#### SECTION 19. LAWFUL PRESENCE IN USA AND WORK ELIGIBILITY STATUS PROVISIONS

The LPA agrees to comply with the requirements of Neb. Rev. Stat. §§ 4-108 to 4-114 with its Federal-aid project, including, but not limited to, the requirements of § 4-114(2) to place in any contract it enters into with a public contractor a provision requiring the public contractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

#### SECTION 20. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

##### **A. Policy**

The LPA 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 financed in whole or in part with Federal Funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 are hereby made a part of and incorporated by this reference into this agreement.

##### **A. Disadvantaged Business Enterprises (DBEs) Obligation**

The LPA and State 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 financed in whole or in part with Federal Funds provided under this agreement. In this regard, the LPA 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. The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FHWA assisted contracts.

The LPA, acting as a sub-recipient of Federal-aid funds on this project shall adopt the disadvantaged business enterprise program of the State for the Federal-aid contracts the LPA enters into on this project.

Failure of the LPA to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by the State or such remedy as the State deems appropriate.

#### SECTION 21. TITLE VI NONDISCRIMINATION CLAUSES

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

- (1) Compliance with Regulations: The LPA 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.
- (2) Nondiscrimination: The LPA, 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, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.
- (4) Information and Reports: The LPA shall provide all information and reports required by the 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 State or the FHWA to be pertinent to ascertain compliance with

such 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 LPA shall so certify to the State, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

- (5) Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including but not limited to,
- (a) Withholding of payments to the LPA under this agreement until the LPA complies, and/or
  - (b) Cancellation, termination or suspension of this agreement, in whole or in part.
- (6) Incorporation of Provisions: The LPA shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The LPA shall take such action with respect to any subcontract or procurement as the State or the 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 subcontractor or supplier as a result of such direction, the LPA may request the State to enter into such litigation to protect the interests of the State, and in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

## SECTION 22. ENTIRE AGREEMENT

This instrument embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than contained herein, and this agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

## SECTION 23. HOME RULE CHARTER

The State and LPA agree that:

- (a) Pursuant to Section 8.05 of the Home Rule Charter, no elected official or any officer or employee of the LPA will have a financial interest, direct or indirect, in any LPA contract. Any violation of this section with the knowledge of the person or corporation contracting with the LPA will render the contract or agreement voidable by the Mayor or Council.

IN WITNESS WHEREOF, the Parties hereby execute this agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED by the LPA this 25<sup>th</sup> day of February, 2016.

WITNESS:

METROPOLITAN AREA PLANNING  
AGENCY  
Greg Youell

  
Executive Director

EXECUTED by the State this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

STATE OF NEBRASKA  
DEPARTMENT OF ROADS  
Mick Syslo, P.E.

APPROVED AS TO FORM:

  
2/22/16  
ASSISTANT CITY ATTORNEY

Materials & Research Engineer

T-AGR – 86 Modified

# “LITTLE STEPS - BIG IMPACT” 2016-2018 PROGRAM

## 2016 PROGRAM SUMMARY

The proposed Congestion Mitigation and Air Quality (CMAQ) program would build upon previous efforts by updating the air quality awareness survey, providing education on alternative modes of transportation and alternative fuel choices, as well as other ‘little steps’ people can make to improve air quality. The 2016 campaign will focus on spreading awareness about air quality issues in the Omaha metro area and the ‘little steps’ people can take to reduce their impact on air pollution as well as creating incentives and programs to make changing behaviors easier.

Education and promotion would be targeted for audiences living downtown and those living more suburban areas to reach various populations more effectively. The main methods of outreach are listed below:

1. Alternate modes of transportation
  - a. Employer based outreach and education on alternative modes for employees
    - i. tax credits
    - ii. discounted transit passes
    - iii. parking and other perks
  - b. Commuter Challenge
  - c. National Bike Challenge
  - d. Car and van pooling through Metro! Rideshare and NDOR's van pooling program(s)
  - e. Omaha Bikes and Heartland B-cycle
  - f. Free 2-Ride bus pass distribution
2. Outreach and promotion of alternative fuel choices
  - a. Employer outreach and education
  - b. Media and website promotion
3. Media outreach on air quality issues
  - a. Website and social media
  - b. Radio and TV

## HISTORY

From 2010 through 2015, MAPA led a community-based planning initiative to address elevated ozone levels and identify actions proactively that mitigate ozone in order to improve air quality and avoid nonattainment of the National Ambient Air Quality Standards (NAAQS) for ozone. The initiative spawned the “Little Steps - Big Impact” ozone campaign. The MAPA Board subsequently approved the use of Federal highway funds to conduct the “Little Steps - Big Impact” campaign during the summer 2012 ozone season to enhance public awareness and reduce ozone forming emissions in the MAPA region.

The ozone action days' framework was established initially in the Memorandum of Understanding (MOU) between MAPA, the Douglas County Health Department (DCHD), and the City of Omaha Public Works Department in order to increase public awareness of and coordinate action steps to work toward keeping the region in air quality attainment. The MOU established ozone actions days forecasted by DCHD to have air pollute levels of at least 67 parts per billion (ppb) on the air quality index (AQI).

## PARTNERS

### MAPA

MAPA is the designated Metropolitan Planning Organization (MPO) and Council of Governments (COG) representing the five-county Omaha/Council-Bluffs metropolitan region. MAPA is governed by a 10-member Board of Directors, representing local jurisdictions in the five-county region.

MAPA's essential duties are two-fold, with one statutory obligation and one voluntary duty. The statutory obligation, defined in Title 23 of the United States Code, is to undertake regional transportation planning and discharge fiduciary duties associated with the programming and administration of Federal transportation funds. The voluntary duty relates to community economic development planning and includes assistance with disaster and recovery planning, administration of revolving loan funds, and preparation of community comprehensive plans.

### The City of Omaha

Omaha Air Quality Control (OAQC) is the delegated authority within the Omaha city limits for all activities and sources covered under the Clean Air Act and Nebraska Title 129. OAQC issues all Air Construction and Air Operating Permits for applicable sources in Omaha, enforces National Emissions Standards for Hazardous Air Pollutants (NESHAP) requirements including asbestos regulations, and ensures compliance with local odor and dust ordinances.

### Live Well Omaha

Live Well Omaha is a nonprofit, public health organization serving Douglas County, Nebraska. Its mission is to connect multi-sector partners and health data together to take action towards improving health for residents of the Greater Omaha area. Currently, Live Well's work focuses on making the healthy choice the easy choice for residents to eat nutritious foods, move more and use active transportation modes as part of their culture and lifestyle. As a result of this focus, Live Well Omaha administers the Commuter Challenge, Bicycle Safety Education, Partners for Healthy Schools, Heartland B-cycle and works with partners to implement the Omaha Complete Streets Policy.

### Ethanol Board

The Nebraska Ethanol Board mission is to create a positive environment for ethanol production and use in Nebraska — and serve as a primary resource for ethanol producers, developers, media and policy makers.

### Metro Transit

Metro is the primary provider of public transit in the Omaha/Council Bluffs metropolitan area. Metro is responsible for the operation of local and express/commuter fixed-route transit services and the Americans



with Disabilities Act (ADA) complementary paratransit service within the City of Omaha. In addition, Metro has turn-key contracts for the operation of the Metro bus system in the Cities of Bellevue, LaVista, Papillion, and Ralston in Nebraska and the City of Council Bluffs in Iowa.

## Douglas County Health Department

The Douglas County Health Department is responsible for the health and safety of the residents of Douglas County, giving particular attention to those who cannot otherwise afford services. Its mission is to educate and protect the community by offering programs that promote environmental safety, healthy life choices, safe food, wellness for children, disease control and more.

## PROGRAM DELIVERABLES BREAKDOWN

### A. Air quality awareness survey

- 1) A telephone and online survey of air quality awareness in the MAPA region will be conducted in the fall of each year of the program (fall of 2016, 2017, and 2018). The survey will assist in determining the effectiveness of the public awareness campaign. The survey is intended to be conducted annually in order to monitor public awareness of air quality issues on an ongoing basis.

### B. Graphic and media design

- 1) Conceptualize and execute the design of advertisements for selected media (such as print, web, television, and/or radio)
- 2) Update the LSBI and Commuter Challenge websites to reflect the new campaign messaging and focus on education and alternative fuel and mode options.
- 3) Create videos to post on website and social media

### C. Media coordination and purchasing

- 1) Perform due diligence on pricing advertisement space in media outlets and provide recommendations on the most effective means of marketing the campaign within the project budget. The project approach must be strategic and cost-conscious.
- 2) Provide advertising copy to media outlets and others that is formatted properly as directed by MAPA.
- 3) Coordinate with local meteorologists and other media outlets to inform the news media about the alternative fuel program and "Little Steps - Big Impact" education and awareness campaign. Provide them with graphics and other media-friendly information.
- 4) Manage direct payments to media outlets and secure proper documentation of advertising runs.

### D. Employer outreach program

- 1) Develop an outreach program targeted at employees in the region via a minimum of 5 large employers and 10 mid-size and small firms located along transit routes.

- i. Educate employers and employees regarding the transit benefit allowance the IRS provides as an incentive
  - ii. Educate employers and employees regarding the "Little Steps - Big Impact" campaign and the benefits of providing bus passes for employees
  - iii. Educate employers and employees about the external benefits and options of alternate modes of transportation including parking, active living, air quality, and cost savings
- 2) For those employers participating already in commuter subsidy programs, coordinate efforts to increase the number of employees in the program by providing education on: cost savings, tax incentives, and health benefits of such programs.
  - 3) Educate employers and employees regarding the "Little Steps - Big Impact" campaign and the little steps they can take to improve air quality.

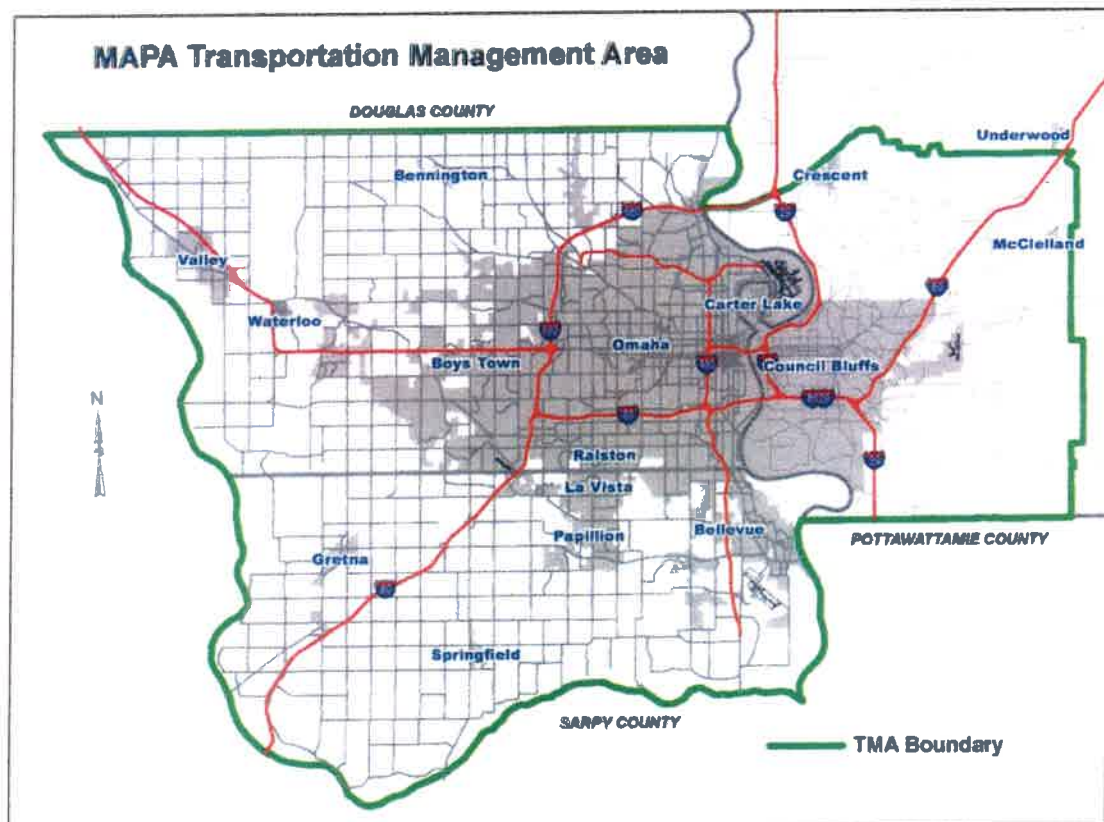
**E. *Reduced transit passes***

- 1) Free two ride passes will be distributed as promotional material to provide a no cost introduction to the Metro bus system for those interested in transit as an alternate mode of transportation.

**F. *Commuter challenge monitoring***

- 1) As a major program element to educate the public on the impacts of air quality, MAPA and Live Well Omaha have developed a challenge to commuters to use other modes of transportation than single occupancy vehicles (SOVs) from May through September. Live Well Omaha will work with MAPA and other stakeholders to conduct several key portions of the program including employer outreach, public awareness, and tracking of the commuter challenge.
- 2) Live Well Omaha will track and monitor the benefits of bicycle and pedestrian commuting through participation in the Commuter and Bike Challenges during peak ozone times of the year.
- 3) Live Well Omaha will develop a comprehensive tracking tool for pedestrian, bike, and transit trips. This application will interface with partner websites and the National Bike Challenge format to track, promote, and provide customer support to participants in the Commuter Challenge.
- 4) Heartland B-Cycle will track and report bicycle ridership as part of the collaborative effort and Omaha Bikes will promote a series of eight bike corral events throughout the challenge period in order to encourage commuters to bicycle to destinations rather than drive. Results will be measured and also reported as part of the Live Well Commuter Challenge monitoring.

## DETAILED PROJECT/PROGRAM MAP



DETAILED BUDGET

The below table summarizes the estimated budget for the 2016-2018 ozone program. MAPA is requesting an average of \$314005 over 3 years with a total of \$942,016. The increase in funding requests reflect the expanded program, and inflation rates, which seeks to increase outreach and extend the length of the program to run all year for education and incentives.

Ozone Project		2016 Amount	2017 Amount	2018 Amount	Total
Conducting Survey		\$12,000	\$6,750	\$7,000	\$25,750
Copyright / Media Purchase		\$55,750	\$55,750	\$56,000	\$167,500
Graphic Design		\$56,000	\$57,000	\$58,000	\$171,000
Employer / Outreach Program		\$50,000	\$51,250	\$52,760	\$154,010
Media Placement / Advertisement Purchase		\$137,000	\$130,000	\$132,000	\$399,000
Outreach and Media Production		\$65,000	\$55,000	\$55,000	\$175,000
					\$0
Live Well Omaha		\$21,000	\$21,500	\$22,000	\$64,500
MAPA - Administrative Oversight		\$33,000	\$34,000	\$35,010	\$102,010
Total Estimated Budget		\$429,750	\$411,250	\$417,770	\$1,258,770
Previous funds		\$65,000	\$0	\$0	\$65,000
CMAQ Request		\$278,800	\$329,000	\$334,216	\$942,016
Local Match		\$85,950	\$82,250	\$83,554	\$251,754
CMAQ Request		\$278,800	\$329,000	\$334,216	\$942,016

## PROJECT TIME LINE

The below project time line presents the estimated tasks and month(s) each task is programmed to be conducted and completed. Once the grant funding is available, MAPA will contract with Lovgren Marketing Group to conduct the ozone awareness campaign. MAPA needs to start the program by February/March 2016 in order to allow for the update, design, and outreach by May 2016 and the program will be continuous thereafter. Employer education would begin in April of 2016 and run continually through till the end of 2018. Promotion for alternate fuels and modes of transportation would run from May through September each year during the peak ozone producing time in the Omaha area. The public survey would be conducted in September of each year in order to assess the results of that year's peak promotion time of the "Little Steps - Big Impact" campaign.

Tasks	2015							
	Sept	Oct	Nov	Dec				
Develop NDOR CMAQ grant								
Submit to NDOR for Approval								
Grant Approval/TIP Amendment								
Media Placement								
Employer Outreach								
Conduct survey/Analysis of Results								
Final Reporting								
	2016							
	Winter		Spring		Summer		Fall	
Develop NDOR CMAQ grant								
Submit to NDOR for Approval								
Grant Approval/TIP Amendment								
Media Placement								
Employer Outreach								
Conduct survey/Analysis of Results								
Final Reporting								
	2017							
	Winter		Spring		Summer		Fall	
Develop NDOR CMAQ grant								
Submit to NDOR for Approval								
Grant Approval/TIP Amendment								
Media Placement								
Employer Outreach								
Conduct survey/Analysis of Results								
Final Reporting								
	2018							
	Winter		Spring		Summer		Fall	
Develop NDOR CMAQ grant								
Submit to NDOR for Approval								
Grant Approval/TIP Amendment								
Media Placement								
Employer Outreach								
Conduct survey/Analysis of Results								
Final Reporting								



OZONE BENEFIT CALCULATION

Ozone Benefit											
Ethanol				Walk and Bike				Transit			
CO2	NOx	CO	VOC	CO2	NOx	CO	VOC	CO2	NOx	CO	VOC
Increase trip using ethanol (per day)	950	950	950	Increase walking and bike trips (per day)	125	125	125	Increase transit (per day)	50	50	50
Average Trip Distance	5	5	5	Average Trip Distance	5	5	5	Average Trip Distance	5	5	5
Avg Trip speed	35	35	35	Avg Trip speed	35	35	35	Avg Trip speed	35	35	35
Emission rate for all vehicles at 35 mph	563.19	1.62	12.551	Emission rate for all vehicles at 35 mph	563.19	1.62	12.551	Emission rate for all vehicles at 35 mph	563.19	1.62	12.551
Number of days of program (work days)	90	90	90	Number of days of program (work days)	90	90	90	Number of days of program (work days)	90	90	90
Total gram emissions / day in grams	2,675,153	7,695	59,617	Total gram emissions / day in grams	351,994	1,013	7,844	Total gram emissions / day in grams	140,798	405	3,138
Total Annual emission in grams	240,763,725	692,550	5,365,553	Total Annual emission in grams	31,679,438	91,125	705,994	Total Annual emission in grams	12,671,775	36,450	282,398
Total Annual kg of emission	240,764	693	5,366	Total Annual kg of emission	31,679	91	706	Total Annual kg of emission	12,672	36	282
Base Budget	\$ 247,272			Base Budget	\$ 247,272			Base Budget	\$ 247,272		
Benefit ratio (annual cost per kg)	\$ 1.03	\$ 357.05	\$ 46.09	Benefit ratio (annual cost per kg)	\$ 7.81	\$ 2,713.55	\$ 350.25	Benefit ratio (annual cost per kg)	\$ 19.51	\$ 6,783.87	\$ 875.62
Benefit ratio (annual cost per g)	\$ 0.0010	\$ 0.36	\$ 0.05	Benefit ratio (annual cost per g)	\$ 0.0078	\$ 2.71	\$ 0.35	Benefit ratio (annual cost per g)	\$ 0.0195	\$ 6.78	\$ 0.88
Average Benefit of all Pollutants	\$ 0.185			Average Benefit of all Poll	\$ 1.404			Average Benefit of all Poll	\$ 3.511		
Emission rates are based on IOWA DOT emission factor table				Emission rates are based on IOWA DOT emission factor table				Emission rates are based on IOWA DOT emission factor table			
Total				Total				Total			
4500				60				430			
1737,264				3257370				233115300			
253163.3				741815				20398,65304			
3.09965761											

# RESOLUTION

## SIGNING OF THE PROJECT PROGRAM AGREEMENT

Metropolitan Area Planning Agency

Resolution No. \_\_\_\_\_

**Whereas:** Metropolitan Area Planning Agency is proposing a transportation project for which it would like to obtain Federal funds;

**Whereas:** u Metropolitan Area Planning Agency understands that it must strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project; and

**Whereas:** Metropolitan Area Planning Agency and Nebraska Department of Roads (NDOR) wish to enter into a Project Program Agreement setting out the various duties and funding responsibilities for the Federal-aid project.

**Be It Resolved:** by the Board of Directors of the Metropolitan Area Planning Agency that:

Greg Youell, Director of Metropolitan Area Planning Agency is hereby authorized to sign the attached Project Program Agreement between the Metropolitan Area Planning Agency and the NDOR.

Metropolitan Area Planning Agency is committed to providing local funds for the project as required by the Project Program Agreement.

NDOR Project Number: CM-D2(107)

NDOR Control Number: 22553

NDOR Project Name: CMAQ Air Quality and Reduced Bus Fare Program

Adopted this 25<sup>th</sup> day of February, 2016 at Omaha Nebraska.  
(Month) (Year)

The Board of the Metropolitan Area Planning Agency, Nebraska

<u>Duck</u>	<u>Richards</u>
<u>Gray</u>	<u>Sanders</u>
<u>Hanrahan</u>	<u>Stothert</u>
<u>Kohn</u>	<u>Walsh</u>
<u>Kindig</u>	

Board/Council Member Stothert  
 Moved the adoption of said resolution  
 Member Sanders Seconded the Motion  
 Roll Call: 8 Yes 0 No 0 Abstained 1 Absent  
 Resolution adopted, signed and billed as adopted

Attest:

  
 Signature

# **FY2019 Little Steps, Big Impact**

## **WELLCOM Employer Outreach & Resource Development**

### **Background**

WELLCOM is a non-profit organization dedicated to elevating workplace wellness. WELLCOM partners with employers to deliver wellness programming that impacts employee wellbeing and wellness, strengthens the culture and drives business results. Through these efforts WELLCOM has been a partner on a number of community-wide initiatives that strive to create healthy behaviors and options at home, at work, and at places along the way.

WELLCOM continues its grant work in partnership with the Nebraska Department of Health and Human Services and Douglas County Health Department by assisting organizations with implementing strategies including the promotion of walking at the worksite. WELLCOM provides technical assistance, promotional resources, and ongoing support specific to the organization's culture and needs. In turn, eligible WELLCOM members have access to valuable toolkits, such as the Walk It Guide, Healthy Vending Toolkit, Active Commuting Tool, and mini-grant opportunities to help fund new initiatives.

WELLCOM's network of members and tool-kits provide an opportunity to promote physical activity, support active modes of transportation, and provide actionable guides for employers and worksites to promote "little steps" that reduce air pollution throughout the metro area.

### **Scope of Work**

Specific work elements identified in the tasks below summarize the effort for which WELLCOM is receiving financial support through MAPA's Congestion Management & Air Quality (CMAQ) funding. Period of performance of the tasks listed below shall be calendar year 2019 (January to December).<sup>[MH1]</sup>

#### **Task 1: Little Steps, Big Impact Coordination**

MAPA retains a public relations/marketing consultant responsible for facilitating the on-going "Little Steps. Big Impact." ozone awareness campaign and related community outreach. WELLCOM will serve as the representative of major employers on this group, providing input on opportunities to connect the campaign's messaging and resources to worksites throughout the region. Specific work elements include:

- Participation in (4) Little Steps, Big Impact Stakeholder meetings, including initial workplan development<sup>[MH2]</sup><sup>[MH3]</sup>
- Provide updates to MAPA on employer-related activities (including WELLCOM events) throughout year

#### **Task 2: Employer Communication Plan**

WELLCOM's Active Commuting Tool-Kit provides an inventory of resources and information about transportation-related benefits, programs, and policies. Discussions between MAPA and WELLCOM revealed an opportunity to package these resources to make the recommendations of the tool-kit easier



to implement. MAPA's communications staff is available to assist with the branding, design and content development related to the communications tool-kit. Specific work elements include:

- Coordination and on-going communication MAPA's communications staff on branding, approach and content of communications plan and templates
- [NEW TASK AROUND ACTIVE COMMUTING TOOL-KIT UPDATES, RESEARCH TIME, UPDATES TO FEDERAL POLICIES, PROGRAM CHANGES]
- Oversight and development of outline for how communications plan will be incorporated into Active Commuting Tool-Kit
- Development of e-mail content, templates and schedule for up to three (3) transportation programs<sup>[MH4]</sup> or services in coordination with MAPA's communications team
- Participation in up to two (2) stakeholder meetings with transportation partner organizations including Metro Transit, Heartland Bike Share, and MAPA

### **Task 3: Active Community Outreach Support**

During the initial development of the Active Commuting Tool-Kit, WELLCOM retained consulting services to conduct surveys at local employers and develop work plans. MAPA and WELLCOM recognized an opportunity to build on this work and identify opportunities for implementing the Active Commuting Tool-Kit at area employers and MAPA will be procuring for such services in late 2018/early 2019. Implementation of WELLCOM's Walk-It Tool-Kit and promotional of physical activity during the work day is another opportunity for partnership between MAPA and WELLCOM. Specific work elements include:

- Provide input into RFP development and participate in MAPA's RFP selection committee for the Active Commuting consulting services
- Support MAPA and consultant effort to identify employers and worksites interested in participating in employee surveys, focus groups, and/or policy development
- Participate in up to four (4) coordination meetings between MAPA and the Active Commuting consultant
- Provide updates to member email lists about availability of Active Commuting consulting services
- Promote services at up to two (2) quarterly and/or WELLCOM events with representatives from local employers
- Identify up to two (2) employers to implement revised worksite walking maps and destination directories in coordination with MAPA Geographic Information Systems (GIS) staff that include additional transportation amenities
- Identify up to two (2) employers for MAPA staff to conduct worksite "Block Talks" or walk audits to identify challenges to walkability, opportunities for new programs, and encourage of physical activity<sup>[MH5]</sup><sup>[MH6]</sup>

### **Budget**

TBD based on ability to integrate these tasks or others into workload in 2019

Detailed budget will require hours, rates, overhead and supplies

**Target Funding:** \$10,000 to \$20,000, depending on effort identified [MH7]

DRAFT

MAPA  
CONTRACT COVER PLATE

CONTRACT IDENTIFICATION

1. Contract Parties: MAPA-Florence Home for the Aged
2. Project Title: Florence Home for the Aged Paratransit Service 19013100003
3. Effective Date: October 1, 2018
4. Completion Date: December 31, 2019

CONTRACT PARTIES

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

ACCOUNTING DATA

7. Contract -\$42,478 of FTA 5310 (CFDA 20.513) Enhanced Mobility of Seniors and Individuals with Disabilities funds less independent audit and inspection fees, unless acceptable compliance with 2 CFR 200 can be substituted, plus \$42,478 in matching funds.

DATES OF SIGNING AND MAPA BOARD APPROVAL

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

AGREEMENT  
FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this first day of October, 2018, by and between Florence Home for the Aged, 7915 N. 30<sup>th</sup> St., Omaha, NE 68112, herein after referred to as "the Contractor", and the Omaha-Council Bluffs Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska 68102, hereinafter referred to as "MAPA", providing for professional services described herein.

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

1. EMPLOYMENT OF THE CONTRACTOR

The Contractor agrees to undertake certain paratransit services as identified in Section 5310 Formula Grant for Enhanced Mobility of Seniors and Individuals with Disabilities. This Agreement shall be subject to all required provisions of FTA Project NE-2018-007-00 attached and incorporated hereto by reference (Exhibit A).

2. AREA COVERED

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

3. SCOPE OF SERVICES

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

4. PERSONNEL

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

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

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

## 5. RESIDENCY VERIFICATION

Pursuant to Neb. Rev. Stat. § 4-114 *et seq.*, each party shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

## 6. TIME OF PERFORMANCE

The Contractor agrees to perform the services of this Agreement as stated herein, within the time of this Agreement. The agreement shall cover work performed beginning October 1, 2018 and ending December 31, 2019.

## 7. COMPENSATION

Contingent upon receipt of Federal Transit Administration (FTA) 5310 funds under FTA Project NE-2018-007-00, MAPA agrees to pay for the services rendered by the Contractor under the terms of this Agreement, compensation on a cost reimbursement basis for costs incurred and to include direct costs not to exceed in any event forty-two thousand four hundred seventy-eight dollars (\$42,478) less independent audit and inspection fees, unless acceptable compliance with 2 CFR 200 can be substituted. The Contractor agrees to contribute in cash or in services a minimum requirement of forty-two thousand four hundred seventy-eight dollars (\$42,478). Services shall be defined as staff time paid with non-federal dollars or equipment purchased with non-federal dollars. (Exhibit C)

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

Direct labor costs shall only be for eligible transportation services and administration of transportation services. Eligible transportation services includes the scheduling of rides, drivers and assistance from the vehicle to the door of the destination. Personal services such as physical assistance with cares, toileting and communicate with medical staff during a trip are explicitly unallowable. The

Consultant shall demonstrate the ability to track separately allowable and unallowable services as it pertains to this Agreement.

- a. Hourly Rates: For hourly employees, the hourly earnings rate shall be their employee's straight time hourly rate for the pay period in which the work was performed plus overhead. The approved rates and estimated hours are included in the budget (Exhibit C).
  - b. Time Reports: The hours charged to the project must be supported by adequate time distribution records that clearly indicate the distribution of hours to all projects/activities on a daily basis for the entire pay period. Time reports must provide a clear identifying link to the projects: such as project description, project number, pertinent work phase, dates of service, and the individual's name and position. There must be an adequate system of internal controls in place to ensure that time charges are correct and have the appropriate supervisory approval.
- B. Direct Non-Labor Costs: These costs include all necessary, actual, and allowable costs related to completing the work under the agreement, including but not limited to: meals, lodging, mileage, subject to the limitations outlined below; communication costs; reproduction and printing costs; special equipment and materials required for the project; special insurance premiums if required solely for this agreement; and such other allowable items. Meal and lodging expenses shall not exceed IRS published per diem rates for the region. Alcoholic beverages are not considered to be an allowable expense and are not reimbursable.

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

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

## 8. RECORDS AND AUDITS

- A. The Contractor shall establish and maintain accounts for the project in a manner in accordance 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 and the contract cost principles and procedures set forth in 2 CFR 200.
- C. The Contractor shall establish and maintain separate accounts for expenditures under FTA Project NE-2018-007-00.
- D. If necessary, the Federal award information needed for the SEFA includes:

**Federal Grantor:** US Department of Transportation - Federal Transit Administration

**Pass-Through Grantor:** Omaha-Council Bluffs Metropolitan Area Planning Agency

**Program Title:** Enhanced Mobility of Seniors and Individuals with Disabilities

**CFDA Number:** 20.513

**Project Number:** 1901310003

- E. The Contractor shall maintain an accurate cost-keeping system as to all costs incurred in connection with the subject of this Agreement and shall produce for examination books of account, bills, invoices and other vouchers, or certified copies thereof if originals are lost, at such reasonable time and place as may be designated by MAPA, NDOT 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 NDOT-MAPA audit is completed, resolved and closed.
- F. The Contractor shall at all times afford a representative of MAPA, NDOT, FTA, or any authorized representative of the Federal government, reasonable facilities for examination and audits of the cost account records, shall make such returns and reports to a representative as may be required, shall produce and exhibit such books, accounts, documents and property as the representative may desire to inspect, and shall in all things aid the representative in the performance of audit duties.
- G. If any amount paid by MAPA to the Contractor under this Agreement as found to be ineligible for reimbursement from the sponsoring federal agency, the Contractor shall pay such amount back to MAPA.

#### 9. SUBMISSION OF VOUCHERS/INVOICES

- A. The Contractor may submit monthly, but no less than quarterly, documented invoices of costs incurred for the work elements and work activities that were previously identified in Sections 3A of this Agreement. Said reports shall account for the expenditure of Federal and Contractor shares, shall indicate work program percentage completion, and shall contain a statement of the Contractor's estimate of the percentage of work completed and be signed by a responsible representative of the Contractor's certifying that all of the items herein are true and correct for the work performed under the terms of this Agreement. Final payment shall be made upon determination by MAPA and FTA that all requirements hereunder have been completed, which determination shall not be unreasonably withheld. Promptly after receipt of the Contractor's invoices, and following receipt of funds from FTA Project NE-2018-007-00. MAPA shall make payment thereon to the Contractor. MAPA may withhold ten percent (10%) of the total compensation pending a final audit of this Agreement.
- B. All invoices shall be taken from the books of account kept by the Contractor shall have available copies of payroll distribution, receipted bills or other documents reasonably required by MAPA. The Contractor shall use actual labor rates for billing purposes.
- C. The Contractor shall have available a listing of all Contractor personnel positions that may be selected or assigned to the work contemplated herein. Said listing shall indicate the title or classification and salary range of each such position. It is agreed that employees of the Contractor, whose time is directly

assignable to the FY 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.

#### 10. TERMINATION OF AGREEMENT FOR CAUSE

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

#### 11. CHANGES

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

#### 12. PROHIBITED INTEREST

- A. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.
- B. No employee, officer or agent of the Consultant or MAPA shall participate in selection, or the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
  - 1. The employee, officer or agent,
  - 2. Any member of his/her immediate family,
  - 3. His or her partner, or
  - 4. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the Consultant or sub contractors selected for award.

MAPA's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements.

#### 13. ASSIGNABILITY



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

#### 14. CLAIMS

Both parties indemnify, save and hold harmless the other party, and all its agents and employees of and from any and all claims, demands, actions or causes of action of whatever nature or character arising out of, or by reason of, the work to be performed by either party. Each party further agrees to defend, at its own sole cost and expense, any action or proceeding commenced for the purpose of asserting any such claim of whatever character arising as a result of its actions. It is further agreed that any and all employees of either party while engaged in the performance of any work or service required or provided for herein to be performed by that party, shall not be considered employees of the other party, and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Nebraska on behalf of said employees, while so engaged, and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees, shall in no way be the obligation or responsibility of the other party.

#### 15. INTEREST OF THE CONTRACTOR

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

#### 16. IDENTIFICATION OF DOCUMENTS

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

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

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

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

## 17. PUBLICATION OR RELEASE OF INFORMATION

- A. Papers, interim reports, forms or other material which are a part of the work under contract will not be copyrighted without written approval of FTA.
- B. Either party to the Agreement may initiate a request for publication of the final or interim reports, or any portions thereof.
- C. Publication by either party shall give credit to the other party and to FTA. However, if FTA does not wish to subscribe to the findings or conclusions of the study the following statement shall be included on the credit sheet: "The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of FTA."
- D. In the event of failure of agreement between FTA and the Contractor relative to the publication of any reports during the period of the contract, each party reserves the right to publish independently, in which event the nonconcurrence of the other party shall be set forth, if requested.
- E. Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with participants in the Transportation Planning Program, small technical groups or lectures to employees or students. Lectures to other groups which describe the plans are permissible.
- F. Neither party shall publish nor otherwise disclose, nor permit to be disclosed or published, the results of the investigation herein contemplated, during the period of the Agreement, without notifying the other party.
- G. When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, abstracts may be used for notification of intent to present a paper based on the study. Such presentation must protect the interest of the other party by the inclusion of a statement in the paper and in presentation to the effect that the paper had not been reviewed by the State.

## 18. NONDISCRIMINATION

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

## 19. DISADVANTAGED BUSINESS ENTERPRISE

In connection with the performance of this Agreement, the Contractor will cooperate with the project

sponsor in meeting commitments and goals with regard to the maximum utilization of disadvantaged business enterprises and will use its best efforts to ensure that disadvantaged business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement.

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

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

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

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

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

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

24. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

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

The Consultant and all subcontractors assert the organization or individuals are not listed on the

government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR part 180 that implement E.O.s 12549 (3 CFR, 1986 Comp., p. 189) and 12689 (3 CFR, 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549.[69 FR 26281, May 11, 2004, as amended at 70 FR 51879, Aug. 31, 2005]

#### 26. HOLD HARMLESS

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

#### 27. DRUG FREE POLICY

Both parties have established and maintain drug free workplace policies.

#### 28. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. No representations were made or relied upon by either Party other than those that are expressly set forth herein. No agent, employee or other representative of either Party is empowered to alter any of the terms hereof except as provided herein.

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

OMAHA-COUNCIL BLUFFS METROPOLITAN  
AREA PLANNING AGENCY

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

\_\_\_\_\_  
Printed Name

FLORENCE HOME FOR THE AGED

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

\_\_\_\_\_  
Printed Name and Title

APPROVED AS TO LEGAL FORM

DATE \_\_\_\_\_

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



**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT  
(FTA G-24, October 1, 2017)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(24), October 1, 2017, <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

**FTA AWARD**

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

**Recipient Information**

Recipient Name: Omaha-council Bluffs Metropolitan Area Planning Agency

Recipient ID: 1856

DUNS No: 107603896

## Award Information

Federal Award Identification Number: NE-2018-007-00

Award Name: FY2018 5310 Operations & Administration

Award Start Date: 8/3/2018

Award End Date: 6/29/2020

Award Executive Summary: FY2018 5310 OPERATIONS & ADMINISTRATION (5-29-2018)

This project is part of the Coordinated Transit Plan (located at [http://mapacog.org/wp-content/uploads/2014/05/MAPA\\_2014CoordinatedTransitPlan\\_ApprovedMay2014.pdf](http://mapacog.org/wp-content/uploads/2014/05/MAPA_2014CoordinatedTransitPlan_ApprovedMay2014.pdf)) on page 66.

MAPA completed a call for 5310 projects in February 2015. These projects were incorporated into the FY16 TIP and are now being programmed into TrAMS. Please see MAPA's FY2018-2023 Transportation Improvement Program for the 5310 Program of Projects (attached to this grant).

### FUNDING

This application uses the following amounts of funds: FY2016 - \$204,105

### PROJECT ACTIVITY

This application includes the following projects:

- Operations: City of Council Bluffs - \$72,485
- Operations: Florence Home for the Aged - \$42,728
- Operations: Black Hills Works - \$38,892
- Administration: MAPA - \$50,000

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Pre-Award Authority: This award is not using Pre-Award Authority.

## Award Budget

Total Award Budget: \$358,210.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$204,105.00



Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$154,105.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$204,105.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$154,105.00

### **Award Budget Control Totals**

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

<b>Funding Source</b>	<b>Section of Statute</b>	<b>CFDA Number</b>	<b>Amount</b>
5310 - Mobility of Sr. & Indv. w/ Disabilities Formula	5310-1A	20513	\$204,105
Local			\$154,105
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
<b>Total Eligible Cost</b>			<b>\$358,210</b>

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

### **U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:**

Original Certification Date:

### **Special Conditions**

There are no special conditions.

### **FINDINGS AND DETERMINATIONS**

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

## **FTA AWARD OF THE GRANT AGREEMENT**

Awarded By:  
Mark Bechtel  
Deputy Regional Administrator  
FEDERAL TRANSIT ADMINISTRATION  
U.S. DEPARTMENT OF TRANSPORTATION  
Contact Info: mark.bechtel@dot.gov  
Award Date: 8/3/2018

## **EXECUTION OF THE GRANT AGREEMENT**

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
  - (a) Statements,
  - (b) Representations,
  - (c) Warranties,
  - (d) Covenants, and
  - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:  
*Greg Youell*  
*Executive Director*  
*Omaha-council Bluffs Metropolitan Area Planning Agency*  
*8/9/2018*

## Project Description \*

Describe what will be accomplished within the scope of this award. This should include the services performed (transportation, assistance, etc) and whether things like vehicle maintenance, insurance, and administrative time will be billed. Explain how this program serves the needs of transit-dependent populations (specifically seniors and persons with disabilities) beyond traditional public transportation services and American with Disabilities Act (ADA). Avoid including services that are not allowable as part of the grant.

### Exhibit B – Scope of Services

#### Florence Home Transportation

Florence Home Transportation Services provides trained staff to accompany residents with disabilities, the elderly, and veterans on transportation trips to physician visits, dental appointments, outings and social events. Resident served live at Florence Home Healthcare Center, Royale Oaks Assisted Living, House of Hope Alzheimer's Care and House of Hope Assisted Living. Our trained drivers accompanying the individual from door to door ~~and provide physical assistance with cares, toileting and communicate with medical staff during the trip.~~

The Florence Home Transportation Services provides demand responsive transportation for individuals that require additional support not currently provided by public transportation.

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

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

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## Budget Information

### Personnel \*

List employees who will be included in invoices for reimbursement and describe their contributions to the project.

Tammy Bradley Larson, Roger Evans, Mindy Manning, Paul Vasek, Melissa Hart, and Michelle Blesh.

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## Matching Funds \*

Explain the source of matching funds.

50% matched with organization's funds

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## Program Income \*

Explain if your program charges for services or generates any other program income.

Income is generated through assisted living and long term care services provided to residents.

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## Deliverables



### Estimated Number of Trips \*

Provide an estimate of the number of individual trips to be made within the scope of this award. This means the number of times a person is given a ride. For example, a vehicle carrying one person from home to an appointment is one trip; a vehicle carrying three people from their homes to appointments is three trips. Return trips count separately so an individual going from home to an appointment and then back home counts as two trips. Plan to include this information in your progress reports. You should be able to track progress.

8000

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### Other

Include any additional deliverables you intend to provide upon completion of the contract here.

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## Exhibit C: Project Budget

**Project Name:** Florence Home for the Aged

**Contact Name:** Lois Jordan

		October 1, 2018-December 31, 2019	
Budget Detail	Total Cost	5310 Funds	Local Match
<b>A. OPERATING EXPENSES<sup>1</sup></b>			
1. Personnel	\$ 27,000	\$ 13,500	\$ 13,500
2. Administrative	\$ 38,456	\$ 19,228	\$ 19,228
3. Insurance	\$ 12,000	\$ 6,000	\$ 6,000
4. Vehicle Fuel	\$ 5,500	\$ 2,750	\$ 2,750
5. Vehicle Repair/Maintenance	\$ 2,000	\$ 1,000	\$ 1,000
<b>Subtotal - Operating Expenses</b>	<b>\$ 84,956</b>	<b>\$ 42,478</b>	<b>\$ 42,478</b>
		October 1, 2018-December 31, 2019	
	Total Cost	5310 Funds	Local Match
<b>B. CAPITAL EXPENSES<sup>2</sup></b>			
1			
2			
3			
4			
5			
<b>Subtotal - Capital Expenses</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>C. PROGRAM TOTAL BUDGET</b>	<b>\$ 84,956</b>	<b>\$ 42,478</b>	<b>\$ 42,478</b>
	<b>Program Total</b>	<b>5310 Funds</b>	<b>Local Match Total</b>
<sup>1</sup> 5310 funding for Operating Expenses may not exceed 50% of the total cost.			
<sup>2</sup> 5310 funding for Capital Expenses may not exceed 80% of the total cost.			



October 29, 2018

Mr. Greg Youell  
Executive Director  
Omaha-Council Bluffs Metropolitan Area Planning Agency  
2222 Cuming Street  
Omaha, NE 68102

Dear Mr. Youell,

The Directors of Iowa West Foundation take great pleasure in announcing a grant award to your organization from our **Cycle 3 2018** funding period.

The official announcement of your award will be in a media release appearing in the next two weeks in the local news. We ask, however, that you refrain from making your grant award public before our initial announcement is published in the Council Bluffs *Daily Nonpareil* and on its website. The Foundation encourages collaborative communications, in particular, to assist you in meeting your organization's mission (see the enclosure for details).

Enclosed is the Iowa West Foundation Grant Award Letter of Agreement detailing the amount, conditions, and uses of the award. After making a copy, please sign and return page one of the enclosed original grant award agreement to the foundation office prior to **November 30, 2018**. Within 30 days of receiving the signed agreement, the Iowa West Foundation will issue the first disbursement for your grant.

A primary objective of the Iowa West Foundation is to improve the lives of people in our area. Through our grant making and initiative program, we have the distinction of working with outstanding charitable and civic organizations in over 100 communities. We are honored to support you as you serve your community.

Should you have questions regarding grants administration, please contact Pam Bierce, Grants Assistant, at (712) 309-3000, or by e-mail at [grantinfo@iowawest.com](mailto:grantinfo@iowawest.com).

Sincerely,

  
Pete Tulipana, MSW, MPA  
President & CEO

Enclosures  
cc: Karna Loewenstein

## GRANT AWARD LETTER OF AGREEMENT

Grant No.: C3 2018 #17

Organization: Omaha-Council  
Bluffs Metropolitan Area  
Planning Agency

This Grant Agreement ("Agreement") is made between the **Iowa West Foundation** ("Foundation") and **Omaha-Council Bluffs Metropolitan Area Planning Agency** ("Grantee") for the purpose of providing grant funding for the **Heartland 2050 / Close the Gap (H2050/CTG)** program.

The Iowa West Foundation is a private, charitable foundation serving Southwest Iowa and Eastern Nebraska. Its mission is to improve lives and strengthen communities for current and future generations to achieve our vision of a community where families choose to live and businesses choose to locate because of the quality of life and the standard of living. In furtherance of this mission, the Iowa West Foundation's Board of Directors, during its **Cycle 3 2018** Grants Review Committee meeting approved funding in the amount of **\$14,625.00** for the Grantee to:

*Implement the next year of the Heartland 2050 plan, while creating a Council Bluffs-specific set of activities. The Council Bluffs specific work will include creation of a transit subcommittee and identification of key issues and focus areas as well as identifying an action plan for addressing these needs. Funding may also support the broader educational elements including the summits and speakers series, when appropriate.*

### Award Information

<b>Title</b>	Heartland 2050 / Close the Gap (H2050/CTG)
<b>Award %</b>	Not to exceed 4% of the program
<b>Expiration Date</b>	December 15 <sup>th</sup> , 2019
<b>Foundation Contact Person</b>	Matthew Henkes, <a href="mailto:MHenkes@iowawestfoundation.org">MHenkes@iowawestfoundation.org</a> , (712) 309 3007
<b>Special Award Conditions</b>	<ul style="list-style-type: none"><li>• Deliverables / milestones include:<ul style="list-style-type: none"><li>○ Milestone – Convene first meeting of subcommittee</li><li>○ Deliverable: Committee creates and approves charter</li><li>○ Deliverable: Data analysis of Council Bluffs Transportation</li><li>○ Milestone – Subcommittee identifies key issues / focus areas</li><li>○ Deliverable: Action Plan / Work Plan for CB for 2019-2020.</li></ul></li></ul>

### Terms and Conditions

Please additionally review the terms and conditions sheet included with this letter. It is incorporated as a critical piece of the agreement. Grantee's deposit, negotiation, or endorsement of the first disbursement check will constitute its agreement to the terms and conditions set forth above and in any attachments. For the Iowa West Foundation's files, please have the enclosed copy of this agreement reviewed and signed where indicated by an authorized officer of Grantee and then returned to the Foundation by **November 30, 2018**. Do not forget to retain a copy for your files.

#### Please sign and return this signature page

Date

11-6-18

Name of Authorized Agent

GREGORY YOUNG

Title of Authorized Agent

EXECUTIVE DIRECTOR

Signature



## Terms and Conditions

1. **Eligible Organization:** Grantee confirms that it is an organization that is currently recognized by the Internal Revenue Service (the "IRS") as a public charity under sections 501(c)(3) and 509(a)(1), (2), or (3) of the Internal Revenue Code (the "Code"), or, a school district applying through the local area education agency, or another governmental entity. Additionally, Grantee shall inform the Iowa West Foundation immediately of any change in, or IRS proposed or actual revocation (whether or not appealed) of its tax status described above.
2. **Eligible Activities:** This grant may be used only for Grantee's charitable and educational activities.
3. **Misuse of Funds:** Grant funds may not be used for activities or purposes prohibited in the Grant Eligibility and Restrictions section of the Iowa West Foundation Policies and Procedures ([www.iowawestfoundation.org/grantmaking](http://www.iowawestfoundation.org/grantmaking)), such as discriminating against any individual or group, based on race, religious beliefs, or ethnic or national origin. Nor may funds be used for any activity or purpose prohibited by the Internal Revenue Code (such as inurement/private benefit) or other state/federal law.
4. **Purpose and Use of Funds:** The Grantee agrees that all funding disbursed under this Grant Agreement shall be used exclusively towards the attainment of the proposed Grant Activity Description as described in Grantee's grant request submitted to Foundation, which is incorporated by reference and an integral part of this agreement letter, and subject to any Special Award Conditions described on the cover page. Furthermore, if at any time the Grantee should determine that achievement of the stated objectives is no longer feasible, for any reason, the Grantee agrees to notify the Foundation in writing immediately to initiate discussion on steps to be taken.

Grantee accepts responsibility for complying with this agreement's terms and conditions and will exercise full control over the grant and the expenditure of grant funds. The Iowa West Foundation will request that Grantee return any grant unexpended grant funds remaining at the end of the project period.

5. **Leveraging Funds:** The funding granted through this Agreement is based on a percentage of the expected project cost, per the Grantee's application. If the project or program decreases in size and scope post award, the Grantee must ensure that the Foundation-funded portion does not exceed the proportion listed in this section, without prior Foundation approval.
6. **Incorporation of Grant Request:** The grant request proposal submitted by the Grantee to the Foundation is hereby agreed to be an integral part of the agreement. It is expected that the Grantee will complete the work identified in their application, as restricted by the "special award considerations." Any change to the scope should be discussed with the appropriate foundation contact person.
7. **Term of Agreement:** This agreement is effective during the time period specified under the Term of Agreement, unless terminated earlier in accordance with this Agreement. It is agreed that all activities financed with Foundation funds (including for the purposes of calculating the grantee match) will be completed within the period of the grant unless Iowa West Foundation provides approval of extension in writing. *A request-to-extend the contract expiration date must be received in writing 60-days prior to the contract expiration date.*
8. **Termination:** The Foundation reserves the right, in its sole discretion, to discontinue funding if it is not satisfied with the progress of the grant, the content of any required written report, if grant performance standards are not met, or if Grantee spends grant proceeds for purposes other than those approved by the Foundation. In the event of discontinuation or at the close of the grant, any unexpended funds shall immediately be returned to the Foundation, except where the Foundation has agreed in writing to an



alternative use of the unused funds. The Grantee also agrees to repay any funds that the Foundation determines to be misspent pursuant to the terms of this letter. Further, the Foundation may terminate grant disbursements during the grant period if grant performance standards (activities and outputs) are unmet.

9. **Modification:** The Foundation may amend the grant agreement from time to time. Modifications may be initiated by the Foundation or at the request of the Grantee. In either event, the final approval of the modification shall be issued in-writing by the Foundation.
10. **Ownership of Intellectual Property:** All reports generated and data collected during this grant shall be considered the joint property of the Grantee and Foundation. This provision extends to third party evaluations conducted for the purposes of the grant and/or as may be required in this agreement.
11. **Performance Management:** The Foundation will use a variety of mechanisms to stay abreast of the Grantee's performance under the grant, and of general progress toward attainment of the grant objectives. These may include:
  - a. Feedback from key partners
  - b. Site visits by Foundation personnel
  - c. Meetings to review and assess periodic work plans and progress reports
  - d. Impact Reports

During the grant period, Grantee agrees to permit The Foundation or its designated agent to inspect Grantee's premises, facilities or the project where the grant is utilized. Grantee shall maintain records of receipts and expenditures involving the award and to make all related books and records available to the Foundation upon request.

12. **Financial / Progress Reporting:** The Grantee agrees to submit required financial and progress report ("Impact Report") to the Foundation. Grantee will be advised if an *interim Impact Report* is also required. The final *Impact Report* on use of funds and grant outcomes is due no later than 30 days after the contract expiration date, and may be submitted early if the grant outcomes are achieved prior to the due date. A web-link to an online *Impact Report* will be made available to grantee by Pam Bierce, Grants Assistant, who is available to assist at (712) 309-3000 and at [grantinfo@iowawestfoundation.org](mailto:grantinfo@iowawestfoundation.org).
13. **Communication:** The Grantee agrees to abide by the Foundation Communications Policy, attached to this agreement, and to acknowledge the award publicly in Grantee's customary fashion, and to copy the Foundation on all announcements. For any questions, contact Director of Communications Nicole Lindquist at (712) 309-3004, or [nlindquist@iowawestfoundation.org](mailto:nlindquist@iowawestfoundation.org).
14. **Staff Contact:** The primary Foundation staff contact(s) for this agreement is indicated on the cover page. Please reference your grant number in your communications with the Foundation.



## Communications

Congratulations on receiving a grant from the Iowa West Foundation!

We know you're probably excited to share the good news with your leadership, staff, stakeholders, and hopefully even your fans and followers on social media among others. We're excited for you to spread the word as well, and are happy to help assist you in that process. To ensure an effective communications strategy, we ask that you work in partnership with Iowa West Foundation.

Feel free to contact Director of Communications, Nicole Lindquist, for assistance with:

- Access and usage of the Iowa West Foundation logo
- Approval of press/media releases
- Quotes from our President/CEO Pete Tulipana
- Boilerplate language about the Iowa West Foundation
- Traditional media contact information
- Other communications-related questions

In addition, we want to celebrate your success and the impact of your grant with you. Please keep both our director of communications and your due diligence contact abreast of important milestones including but not limited to:

- Groundbreakings
- Ribbon Cuttings
- Grand Openings
- Other significant media opportunities

Any online communication about the project that recognizes funding sources - websites, blogs, etc. should acknowledge the Iowa West Foundation and ideally include a link to our homepage: [www.iowawestfoundation.org](http://www.iowawestfoundation.org)

Also, please be sure to tag our accounts accordingly on social media.

Facebook: [www.facebook.com/IowaWestFoundation](http://www.facebook.com/IowaWestFoundation)

Twitter: @IowaWestFdn

Instagram: @iowawestfoundation

If we don't "like" or follow you already, this will remind us to do so. Then we can share, retweet and repost updates in relation to your grant project throughout the year.

Congratulations, again! We look forward to working with you.

Sincerely,

A handwritten signature in black ink that reads "Nicole Lindquist". The signature is fluid and cursive, with the first name "Nicole" being more prominent.

Nicole Lindquist

Director of Communications

[nlindquist@iowawestfoundation.org](mailto:nlindquist@iowawestfoundation.org)

w: 712-309-3004 c: 402-981-2289

## **Guidelines for receiving payment and reporting on use of funds**

**For grants of \$25,000 or less**, one hundred percent (100%) of the grant will be disbursed within 30 days after the signed Letter of Agreement due date.

**For grants greater than \$25,000 and less than or equal to \$100,000**, seventy-five percent (75%) of the grant will be disbursed within 30 days after the signed Letter of Agreement due date. Grantor will disburse the remaining twenty-five percent (25%) upon receipt and approval of Grantee's concluding narrative and financial report.

**For grants over \$100,000**, one-half (50%) of the grant will be disbursed within 30 days after the signed Letter of Agreement due date. Another thirty percent (30%) of the grant will be disbursed upon receipt and approval of an interim narrative and financial report; and, the remaining twenty percent (20%) will be disbursed upon receipt and approval of Grantee's concluding narrative and financial report.

**The impact report is to be completed on-line. An email will be sent to you when the impact report is available. If you should have any questions please direct questions to [grantinfo@iowawest.com](mailto:grantinfo@iowawest.com) , or (712) 309-3000.**

# ***Legislative Services Contract Between the Metropolitan Area Planning Agency and Kissel, Kohout ES Associates, LLC for 2019-2020***

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between Joseph D. Kohout, representing Kissel, Kohout ES Associates, L.L.C., hereinafter called "Contractor", and the Metropolitan Area Planning Agency, hereinafter called "Client".

Whereas, Client proposes to engage Contractor in accordance with the terms and conditions set forth herein to render certain special professional services in the area of legislative and lobbying activity; and

Whereas, Contractor possesses certain skills, experience, and competency to perform such services, and Client is agreeable to engaging Contractor for such services upon the terms herein provided.

Now, therefore, the parties do mutually agree as follows:

**1. Employment of Contractor.**

Client agrees to engage the Contractor and Contractor agrees to provide the services and advice as hereinafter set forth.

**2. Scope of Services.**

Client agrees to employ the Contractor and Contractor agrees to provide the services as set forth in the Scope of Services which is attached hereto, marked as Appendix "A".

**3. Terms of Contract.**

The term of the contract shall be for a period of two (2) years, commencing on January 1, 2019 and may either terminate on December 31, 2020 or be renewed upon mutual agreement of both parties prior to the aforementioned termination date.

**4. Compensation.**

For the period beginning on January 1, 2019, client agrees to pay to the Contractor compensation for services set forth herein, the sum of \$10,000 annually. Commencing on the 1st day of January, 2019 client shall be billed monthly in an amount of \$833.33. Contractor shall not be entitled to reimbursement for expenses and agrees to pay all expenses incurred in the service to Client from the agreed upon fees. Client shall be billed monthly.

**5. Registered Lobbyist.**

The Contractor shall at all times be registered as a lobbyist for Client during the time under contract pursuant to Nebraska law. The Contractor shall file in a timely manner all forms and reports required by law to be filed with the Nebraska Accountability and Disclosure Commission.

**6. Personal Performance.**

The Contractor agrees to personally perform the services set forth in this agreement.

**7. Support Services.**

When deemed necessary by Contractor and its representatives, the Client shall make its staff and/or members available to Contractor to provide testimony and information needed to further Client's purposes.

**8. Interest of Contractor.**

Contractor covenants that he presently has no interests and shall not acquire any direct interest that would conflict in any manner or degree with performance of services required under this contract. Contractor will notify the Client of Contractor's intent to represent Clients relevant to the fields of

interest to Client. This said notification should allow the Client and Contractor to determine potential conflicts. Principal recognizes that Contractor is engaged in the business of lobbying for a number of Clients. From time to time an issue of legislative concern may affect more than one of Contractor's Clients. Client and Contractor further recognize that the legislative interests of Client and the other Clients of Contractor may not always be compatible. Any conflict of interest which arises with respect to any legislative issue will be brought to the attention of all affected Clients by the Contractor and will be resolved in the following manner: 1) An attempt will be made to resolve or compromise the conflict between Clients; 2) If a Client elects to withdraw the conflicting issue from its legislative program, the conflict of interest will be considered resolved; 3) If a conflict is not resolved by a Client's withdrawal of the issue or mutual compromise of the conflicting points of view, Contractor shall continue to represent, on the conflicting issue, only the legislative interests of the Client which has had the Contractor for the longest period of time. In this circumstance, Client agrees that it will not object in any manner to this continued representation.

**9. Findings and Reports Confidential.**

Any reports, information, data, statistical forms, procedures, systems, studies, and any other communications or form of knowledge given to or prepared or assembled by Contractor under this contract with Client requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of Client.

**10. Termination.**

This Agreement may be terminated before the end of the Term or any subsequent term upon mutual written agreement of the parties; by the Client if Client determines that there is "cause" for termination; or by the Contractor. If either party chooses to terminate this Agreement by any method other than by mutual written agreement, the party seeking to terminate must provide thirty (30) days written notice to the other party. For the purpose of this Agreement, "cause" shall include, without limitation, the Contractor's failure, refusal or neglect to perform any duty required hereunder, negligence or alleged criminal misconduct.

Executed by Contractor this \_\_\_\_ day of \_\_\_\_\_, 2018

By: \_\_\_\_\_  
**Joseph D. Kohout**

Executed by the Metropolitan Area Planning Agency this \_\_\_\_ day of \_\_\_\_\_, 2018

By: \_\_\_\_\_  
**Rita Sanders**  
**Chairperson, Board of Directors**

## **APPENDIX A**

### **Legislative Scope of Services**

Read and review all legislation.  
Identify legislative bills and amendments of importance.  
Monitor hearings.  
Maintain contacts with Senators and Executive Branch staff members.  
Sponsor and attend fundraisers.  
Sponsor and attend legislative events.  
Maintain daily records of legislative action.  
Alert clients when action is required.  
Client communication and accountability through weekly email reports and biweekly conference calls.  
Maintain legislative files for clients.  
Provide legislative updates for clients.  
Prepare End of Session Report as required.  
Monitor interim study resolutions.  
Attend meetings when needed and requested.  
24/7 Accessibility via iPhone and iPad.  
Assist with planning of lobby day or other public affairs related event.  
Compliant with all Accountability and Disclosure forms and requirements.  
Provide client with information necessary to complete Accountability and Disclosure forms.  
Prepare testimony and organize public hearing testimony for clients.  
Work with committee and legislative staff.  
Work individually with Senators on legislative committees.  
Discuss issues with all Senators.  
Coordinate strategy with Senators, staffs and other lobbyists.  
Sponsor and attend legislative events.  
Work with the Governor's Office as well as members of the Cabinet.  
Prepare legislative newsletters as needed.  
Assess and communicate legislative impacts.  
Engage on interim study resolutions.  
Active engagement on a legislative bill of interest.  
Coordination of meetings with all lobbyists and other parties of interest.  
Organize Legislative Days for clients upon request.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY  
AND SARPY COUNTY  
FOR THE ARTERIAL AND COLLECTOR ROAD LOCATION STUDY**

1. **Parties** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the Omaha-Council Bluffs Metropolitan Area Planning Agency (hereinafter referred to as “MAPA”), and Sarpy County (hereinafter referred to as “the County”).
2. **Purpose** The purpose of this MOU is to establish the terms and conditions under which MAPA and the County will administer and fund the Arterial and Collector Road Location Study (hereinafter referred to as “the Study”).
3. **Background** The County is in an area of the metro where there is the need for developable land outside the current city limits of Bellevue, Papillion, La Vista, and Gretna. In most areas of the county, development outside the cities will require extending the infrastructure, including a transportation network.

The County applied for funding through the Heartland 2050 mini grant program for the Study. The Study would provide a forward-looking plan identifying the arterial and major collector roadway network to support and complement known and anticipated residential, commercial, industrial and public development of the area outside each of the communities. In addition, the work will also provide a process for amending the initial alignment plan to allow the concept to grow/change as development demands change.

4. **Definitions**

“Local Public Agency” or “LPA” means the agency charged with project administration that provides a qualified full-time public employee.

“Responsible Charge” or “RC” means the public employee who is fully empowered by the LPA and has actual day-to-day working knowledge and responsibility for decisions related to all aspects of the federal-aid project, who serves as the day-to-day project manager and the LPA’s point-of-contact for the project.

5. **Term of MOU** This MOU is effective upon the day and date signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect for at least three years from the date of the final cost settlement under MAPA’s agreement with NDOT.
6. **Conditions of MOU** MAPA shall be considered the recipient of federal funds passed through NDOT. MAPA will be responsible for the administration of the federal funds including the oversight of the consultant, reporting to NDOT for reimbursement, payment to the consultant and securing an audit in accordance with 2 CFR 200. MAPA shall be the LPA with NDOT and provide an employee to serve as the Responsible Charge (RC) for this federal-aid transportation project. A Steering Committee shall be established comprised of members from the County and MAPA that shall direct the study. The County shall pay to MAPA local match of sixty thousand dollars (\$60,000) due upon submittal of an invoice to the County. A Stakeholder Committee shall be established as an advisory body to the Study. A Consultant shall be engaged to conduct the Study. Project costs are identified in the following:

MAPA secured Federal Funding	\$30,000
Sarpy County Local Match	<u>60,000</u>
Total Consultant fees	\$90,000

As a federal-aid project, the Study must comply with all applicable federal and state requirements and policies. MAPA and its RC are responsible for ensuring that administrative procedures of the Study comply with these requirements and policies. Should the project fail to meet any eligibility requirements, through the fault of any other party than MAPA and its RC, the County understands that it could potentially result in the partial or total repayment of federal funds expended on the project and that in such case the County agrees to repay MAPA all previously paid federal funds, as determined by the NDOT, and any costs or expenses the NDOT has incurred for the project, including but not limited to, any costs reimbursed for the time and expenses of the RC.

7. **Signatures** In witness whereof, the parties to this MOU, through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

OMAHA-COUNCIL BLUFFS  
METROPOLITAN AREA PLANNING AGENCY

ATTEST:

BY: \_\_\_\_\_  
Board Chairperson Date

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

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

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

SARPY COUNTY

ATTEST:

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

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

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

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

PRINT TITLE \_\_\_\_\_



**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY  
AND THE CITY OF OMAHA PLANNING DEPARTMENT  
FOR THE 24<sup>TH</sup> STREET CORRIDOR STUDY & ACTION PLAN**

1. **Parties** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Omaha-Council Bluffs Metropolitan Area Planning Agency (hereinafter referred to as "MAPA"), and the City of Omaha Planning Department (hereinafter referred to as "the City").
2. **Purpose** The purpose of this MOU is to establish the terms and conditions under which MAPA and the City will administer and fund the Bellevue Bridge Alternatives Study (hereinafter referred to as "the Study").
3. **Background** The City applied for funding through the Heartland 2050 mini grant program for the Study. The intent of the Study is to set the stage for enhanced multimodal transportation options, help spur holistic redevelopment of a racially/ethnically concentrated area of poverty, and provide opportunities for residents to participate in planning for new development in their neighborhood. The City and the consultant selected will focus on the inherent connections between land use and transportation. The proposed study area is bounded by 20<sup>th</sup> Street, US 75, Cuming Street and Ames Street.
4. **Term of MOU** This MOU is effective upon the day and date signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect for at least three years from the date of the final cost settlement under MAPA's agreement with NDOT.
5. **Conditions of MOU** MAPA shall be considered the recipient of federal funds passed through NDOT. MAPA will be responsible for the administration of the federal funds including the oversight of the consultant, reporting to NDOT for reimbursement, payment to the consultant and securing an audit in accordance with 2 CFR 200. The City Omaha shall pay to MAPA local match of twenty-five thousand dollars (\$25,000) due upon submittal of an invoice to the City of Omaha. A Steering Committee shall be established comprised of members from the City and MAPA that shall direct the study. A Stakeholder Committee shall be established as an advisory body to the Study. A Consultant shall be engaged to conduct the Study. Project costs are identified in the following:

MAPA secured Federal Funding	\$100,000
City of Omaha Local Match	<u>25,000</u>
Total Consultant fees	\$125,000

As a federal-aid project, the Study must comply with all applicable federal and state requirements and policies. MAPA and its staff are responsible for ensuring that administrative procedures of the Study comply with these requirements and policies. Should the project fail to meet any eligibility requirements, through the fault of any other party than MAPA, the City understands that it could potentially result in the partial or total repayment of federal funds expended on the project and that in such case the City agrees to repay MAPA all previously paid federal funds, as determined by the NDOT, and any costs or expenses the NDOT has incurred for the project, including but not limited to, any costs reimbursed for the time and expenses of MAPA.

6. **Signatures** In witness whereof, the parties to this MOU, through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

OMAHA-COUNCIL BLUFFS  
METROPOLITAN AREA PLANNING AGENCY

ATTEST:

BY: \_\_\_\_\_  
Board Chairperson Date

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

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

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

CITY OF OMAHA

ATTEST:

BY: \_\_\_\_\_  
Authorized Official Date

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

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

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

PRINT TITLE\_\_\_\_\_

## PROGRAM AGREEMENT

METROPOLITAN AREA PLANNING AGENCY  
STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION  
PROJECT NO. MAPA-28(128)  
STATE CONTROL NO. 22771  
TRAVEL DEMAND MODEL FORECASTING

**THIS AGREEMENT** is between the Metropolitan Area Planning Agency (MAPA), an eligible Metropolitan Planning Organization ("MPO"), and the State of Nebraska, Department of Transportation ("State"), collectively referred to as the "Parties".

**WITNESSETH:**

**WHEREAS**, State administers certain federal-aid Surface Transportation Block Grant Program (STBG) funds for MAPA MPO transportation projects, and

**WHEREAS**, these STBG funds may only be used for MAPA projects that are eligible for federal-aid transportation funding, and

**WHEREAS**, MAPA has designated a fully-qualified employee of MAPA or of a city/county within the MAPA region, or elected official of a city/county within the MAPA, to act as "Responsible Charge" (RC) for the planning activities, and

**WHEREAS**, MAPA's RC will be responsible for maintaining the eligibility of Program activities for Federal-aid funding, and

**WHEREAS**, the funding for the project under this Agreement includes monies from the FHWA, therefore, if a non-federal entity expends \$750,000 or more in total federal awards in a fiscal year then the audit requirements of 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F, must be addressed as explained further in this Agreement, and

**WHEREAS**, the Federal share payable on any portion of an eligible Program activity will be a maximum of 80 percent of the eligible and participating costs; the MPO's share will be the remaining 20 percent of the eligible and participating costs; and MPO will also be responsible for all other nonparticipating or ineligible costs, and

**WHEREAS**, the total dollar amount of cost reimbursable under this agreement is currently estimated to be \$28,000.00; the MPO has earmarked and has placed in its fiscal budget at least \$7,000.00, which is the amount of the local match, and

**WHEREAS**, MAPA desires to develop Travel Demand Model Forecasting under the designation of Project No. MAPA-28(128), as evidenced by the Resolution of MAPA dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, attached as **Exhibit "A"**.

**NOW THEREFORE**, in consideration of these facts, MPO and State agree as follows:

### **SECTION 1. DEFINITIONS**

**WHEREVER** in this Agreement the following terms are used, they mean the following:

**"CFR"** means the Code of Federal Regulations.

**"FHWA"** means the Federal Highway Administration, United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

**"MPO STBG FUNDS"** mean Metropolitan Planning Organization Surface Transportation funds.

“**MPO**” means a Metropolitan Planning Organization qualified under federal law.

“**NEB. REV. STAT**” means the Nebraska Revised Statutes as set forth in Nebraska law.

“**OMB**” means the Federal Office of Management and Budget.

“**RESPONSIBLE CHARGE**” or “**RC**” means the employee of MAPA or of a city/county within MAPA region, or elected official of a city/county within the MAPA region, who has been empowered by MAPA to represent MAPA on planning issues and has actual day-to-day working knowledge and responsibility for significant aspects of the program and process. The RC works regularly with Federal-aid MPO projects and is MAPA’s point of contact for the program activities. Responsible charge does not mean merely delegating the various tasks; it means active day-to-day involvement in identifying options, working directly with stakeholders, making decisions, and actively monitoring the project. It is understood that RC may delegate or contract certain technical tasks associated with the project so long as RC actively manages and represents MAPA’s interests in the delegated technical tasks.

“**STATE**” means the Nebraska Department of Transportation in Lincoln, Nebraska, its Director, or authorized representative. State is a funding liaison between MAPA and the United States.

## **SECTION 2. DURATION OF THE AGREEMENT**

- 2.1 Effective Date – This Agreement is effective but executory immediately on the date it is fully executed by the Parties.
- 2.2 Identifying Date – For convenience, this Agreement’s identifying date will be the date State signed the agreement.
- 2.3 Duration – This Agreement will expire upon completion of the LPA’s Federal-aid project and final financial settlement, except that any terms of this Agreement that contemplate long term activities of the LPA such as environmental, maintenance, and operational commitments, will remain in effect as long as required by law, NEPA document, permit or agreement.
- 2.4 Termination – State reserves the right to terminate this Agreement as provided herein.

## **SECTION 3. PURPOSE OF AGREEMENT**

MPO wishes to provide travel demand model forecasting. MPO and the State understand that the Federal Highway Administration (FHWA) will not provide funding directly to MPO for this project; instead, FHWA provides Federal funding for eligible and participating project costs through the State. The State, pursuant to Neb. Rev. Stat. § 39-1305, will act under this agreement as a steward of Federal Funds and as a liaison between the MPO and FHWA. The purpose of this agreement is to set forth the understanding of the MPO and the State concerning their respective duties to enable the project to be eligible for federal-aid funding. Under this agreement, the MPO shall continue to have all duties concerning any aspect of project management. Nothing in this agreement shall be construed to create any duty of the State to MPO concerning such matters. MPO further agrees that MPO shall have no claim or right of action against the State under this agreement if FHWA determines that the project is not

eligible in whole or in part, for federal-aid funding. The following sections of this agreement include the program requirements and other conditions State believes in good faith that MPO must meet for this project to be eligible for federal funding.

MPO acknowledges that many conditions must be met for the transportation project contemplated by this agreement to be constructed and for project costs to be reimbursed with federal-aid funds. Those conditions include, but are not limited to, the unknown availability of federal-aid funds, the timely and satisfactory completion of all federal-aid funding requirements and the perceived priority of this project with other projects competing for limited federal-aid funds. Therefore, MPO agrees to develop this project in an effort to meet all federal and state eligibility requirements so the project may be determined eligible for federal-aid funding

#### **SECTION 4. RESPONSIBLE CHARGE (RC) REQUIREMENTS**

- 4.1 MAPA hereby designates Court Barber as the RC for this project.
- 4.2 Duties and Assurances of MAPA concerning its designated RC for this project.
  - 4.2.1 MAPA understands the duties and responsibilities of MAPA and RC as outlined in the LPA Guidelines Manual for Federal-Aid Projects.
  - 4.2.2 MAPA has authorized and fully empowered the RC to be in day-to-day responsible charge of the subject Federal-aid project; this does not mean merely supervising, overseeing or delegating various tasks, it means active day-to-day involvement in the project including identifying issues, investigating options, working directly with stakeholders, and decision making.
  - 4.2.3 The RC is a full-time public employee or elected official of MPO, or a full-time employee of another entity as defined in "Public Employee" above.
  - 4.2.4 MAPA agrees to take all necessary actions and make its best good faith efforts to ensure that the RC's work on the project would be deemed to meet the same standards that State must meet under 23 CFR 635.105.
  - 4.2.5 If, for whatever reason, the designated RC is no longer assigned to the project, MAPA shall, within one day or sooner if possible, notify verbally and in writing the State's Representative; after such notification MAPA shall replace the RC no later than thirty (30) calendar days or sooner if possible. With advance written approval by State, MAPA may use a Provisional RC in accordance with State's Provisional RC Policy.

#### **SECTION 5. FEDERAL AID PROJECT REQUIREMENTS**

- 5.1 MAPA agrees to comply with all Federal-aid procedures and requirements applicable to this Agreement, including federal laws, and when applicable, state and local laws, and the LPA Guidelines Manual for Federal-aid Projects.
- 5.2 The Applicable Legal and Contract Requirements.
  - 5.2.1 Title 23 U.S.C., and 23 CFR, – The primary provisions of law applicable to this Agreement are generally found in 23 U.S.C. Section 134; and 23 CFR Part 420, subpart A, and Part 450, subpart C.
  - 5.2.2 LPA Guidelines Manual - MAPA also agrees to strictly comply with the provisions of the LPA Guidelines Manual for Federal Aid Projects (The Manual), which is incorporated herein by this reference. The Manual is a document drafted in part,

and formally approved, by FHWA as a document setting out requirements for LPA or MAPA projects funded with PL funds. A current version of The Manual can be found in its entirety at the following internet address:

<http://www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html>. In the event MAPA believes that The Manual doesn't clearly address a particular aspect of the project work, MAPA shall seek guidance or clarification from the State's Local Project Section Engineer, and shall make its best effort to comply with such guidelines or clarification.

- 5.3 Loss of Funding. In order for MAPA to receive federal funds for any part of the activities under this Agreement, MAPA shall perform the services for all aspects of the activities, according to federal procedures and requirements. Although federal funds may be allocated to the activities, all or certain activities may become ineligible for federal funds, if federal procedures and requirements are not met.

## **SECTION 6. SUSPENSION OR TERMINATION**

### **6.1 Suspension.**

State, in its sole discretion, reserves the right to suspend MPO's STBG funding when State determines that there are issues related to responsiveness, quality, project monitoring, eligibility or compliance with the terms of this agreement that must be corrected by MPO. Suspension may include, but is not limited to, State declaring MPO's continued work on the project ineligible for reimbursement and State discontinuing reimbursement of MPO's invoices. \ State shall provide MAPA with notice of the suspension including: (1) a description of the reason(s) for the suspension, (2) a timeframe for MAPA to correct the deficiencies, and (3) a description of the actions that must be taken for State to revoke the suspension.

A suspension may also be imposed by State for any of the reasons listed in the Termination subsection below. Failure to correct the deficiencies identified in a suspension will be grounds for the loss of eligibility for STBG funding and for termination of this Agreement.

### **6.2 Termination. This Agreement may be terminated as follows:**

- 6.2.1 State and MPO, by mutual written agreement, may terminate the agreement at any time.
- 6.2.2 State may terminate this agreement for the following reasons:
- a. A decrease or shift in available STBG funding that will, in the sole discretion of State, make it unlikely or impossible for activities to be prioritized to receive STBG funding.
  - b. MPO's activities have not properly advanced.
  - c. MAPA has failed to replace a vacant RC position with a State-approved RC within 30 days.
  - d. MPO's failure to meet the requirements for Federal-aid local projects found in federal, state, or local law or policy, or the requirements of the LPA Guidelines Manual.
  - e. A notice or declaration of FHWA or State that any part of the activities is or has become ineligible for STBG funding.
  - f. MPO's failure to sign any State requested documents in a timely manner.
  - g. MPO's breach of a provision of this agreement.

- 6.2.3 MAPA may terminate the agreement upon sixty (60) days written notice of termination to State.
- 6.2.4 Prior to State terminating this agreement, State shall provide written notice to MAPA of the basis for termination and, when determined applicable by State, provide MAPA sixty (60) days to properly resolve all issues identified by State.
- 6.2.5 Whenever the activities are terminated MAPA will thereafter be solely responsible for all costs associated with MPO's project.

**SECTION 7. FINANCIAL RESPONSIBILITY**

**7.1 TOTAL PROJECT COSTS AND FUNDING COMMITMENTS**

The total cost of the eligible planning activities is \$35,000.00 as set out in the table below:

	Federal	Local Match	Total
	\$28,000.00	\$ 7000.00	\$35,000.00
Totals	\$28,000.00	\$7000.00	\$35,000.00

**7.2 MAPA RESPONSIBILITY**

MAPA understands that payment for the costs of this project, are the sole responsibility of MAPA when Federal participation is not allowable or available or if the project is subsequently determined to be ineligible for Federal-aid funding. Therefore, when the Federal government refuses to participate in the costs of the activities, MAPA is responsible for all costs with no reimbursement under this Agreement.

**7.3 REIMBURSEMENT OF COSTS INCURRED BY THE MPO**

- 8.3.1 MAPA incurred project costs of those listed in this section may be eligible for reimbursement from federal funds for this project if:
  - a. State has obtained federal funds obligation
  - b. MAPA submits invoices no more frequently than monthly and no less often than quarterly and in accordance with this Agreement. MAPA is responsible for submitting for reimbursement the total actual costs expended that are eligible for Federal-aid. State, on behalf of FHWA, will review the costs submitted and determine what costs are eligible for reimbursement. State will reimburse MAPA for the Federal share of the eligible actual costs. MAPA shall retain detailed cost records supporting all invoices, and shall submit those records to State upon request.
- 7.3.1 MAPA is required to submit their reimbursement requests electronically through State's invoice workflow system OnBase for review, approval, and payment. OnBase information, user guide, and instructional videos are available at <http://www.transportation.nebraska.gov/mat-n-tests/onbase/obinfo.html>. Reimbursement requests should be submitted to State's Highway Planning Manager. In addition to a cover sheet showing the amount of the reimbursement request and the local share, the reimbursement request must also include the following:
  - 1. Invoice – the invoice must include the following:

- a. MAPA name and address
  - b. Invoice number
  - c. Invoice date
  - d. Services provided to and from dates
  - e. Contact person for questions about the invoice
  - f. Breakdown of MPO's expenses
    - i. Direct Labor Costs (hours worked multiplied by the actual labor rate)
    - ii. Labor Fringe Benefits and/or if appropriate Indirect (Overhead) Costs
    - iii. Fee For Profit (as negotiated in the professional services agreement)
    - iv. Direct Non-Labor Costs
  - g. Federal balance due to the MAPA for the current period
  - h. Federal and Local share breakdown of the expenses
2. NDOT Cost Breakdown Form (DR Form 162C or 162D); properly prepared, signed and dated. The form can be found on State's webpage at <http://www.transportation.nebraska.gov/rfp>.
  3. Progress Report – must include the following in accordance with 23 CFR 420.117:
    - a. Comparison of actual performance with established goals
    - b. Progress in meeting schedules
    - c. Comparison of budgeted (approved) amounts and actual costs incurred.
      - Cost overruns and underruns
    - e. Approved program revisions, and
    - f. Other pertinent supporting data
  4. Breakdown of Subcontractors/Subconsultant expenses and Proof of Payment (e.g. canceled checks or funds transfer)
- 7.3.2 It is understood that when utilizing STBG Funds for travel expenses related to activities outside the MAPA area, MAPA will submit detailed travel information to State either prior to the travel, or submitted with the STBG billing statement. The reimbursement for meal and lodging rates shall be limited to the prevailing standard rate as indicated in the current website address for U.S. General Services Administration's (GSA) rates which is indicated below:
- <http://www.gsa.gov/portal/category/100120>
- 7.3.3 State will perform an initial check to verify that all necessary documentation is accurate and complete. State will reimburse MAPA for the Federal share of the eligible actual costs and will make a reasonable effort to pay MAPA within thirty (30) days of State's receipt of MPO's reimbursement request.
- 7.3.4 The criteria contained in Part 31 of the Federal Acquisition Regulations System (48 CFR 31) will be applied to determine whether the costs incurred by MAPA are allowable under this agreement, including any Professional Services agreements.
- 7.3.5 Project oversight costs include: direct costs, such as compensation of MAPA employees for their time devoted and related directly to the performance of the project phase for which the federal-aid was approved; cost of materials consumed as part of the project; and indirect costs, with an approved Indirect



Cost Allocation Plan as outlined in the LPA Guidelines Manual for Federal Aid Projects.

#### 7.4 AUDIT AND FINAL COST SETTLEMENT

- 7.4.1 The final settlement between State and MAPA will be made after final funding review and approval by State and after an audit, if deemed necessary, has been performed to determine eligible actual costs.
- 7.4.2 If deemed necessary, an audit will be performed by State to determine whether the actual costs incurred on the project are eligible for reimbursement with federal funds. The amount of the final settlement between State and MAPA will be MAPA's share of the total eligible project costs, plus all ineligible project costs, less the total local funds previously paid to the State by MAPA.

### **SECTION 8. PROCUREMENT OF PROFESSIONAL SERVICES**

When applicable, MAPA shall procure engineering and planning services providers using the Qualifications Based Selection process set out in the LPA Guidelines Manual. Professional services include, but are not limited to; planning studies and preliminary engineering.

### **SECTION 9. PROFESSIONAL PERFORMANCE**

It is understood by the Parties that MAPA is solely responsible for all activities (work product) completed under this Agreement. Any review or examination by State, or acceptance or use of the work product of MAPA or its Consultant will not be considered to be a full and comprehensive review or examination and will not be considered an approval, for funding or for any other purpose, of the work product of MAPA or its Consultant which would relieve MAPA from any expense or liability that would be connected with MPO's sole responsibility for the propriety and integrity of the work product to be accomplished by MAPA or its Consultant.

### **SECTION 10. INDEMNITY**

MAPA agrees to hold harmless, indemnify, and defend State and FHWA against all liability, loss, damage, or expense, including reasonable attorney's fees and expert fees, that State or FHWA may suffer as a result of claims, demands, costs, or judgments arising out of MPO's work and the terms of this Agreement.

### **SECTION 11. CONFLICT OF INTEREST LAWS**

- 11.1 MAPA shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and agrees to comply with all the Conflict of Interest provisions (including applicable State and local provisions) in order for the planning activities to remain fully eligible for State or Federal funding. MAPA should review, understand and follow the instructions provided in the NDOR CONFLICT OF INTEREST GUIDANCE DOCUMENT FOR LPA OFFICIALS, EMPLOYEES & AGENTS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS located on State's website at the following location:  
<http://www.transportation.nebraska.gov/gov-aff/lpa/chapter-forms/coi/coi-guidance-doc-lpa.pdf>
- 11.2 MAPA must also complete, sign and submit to State's Representative, the NDOR CONFLICT OF INTEREST DISCLOSURE FORM FOR LPAS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS.. This form is located on State's website at the following location:

<http://www.transportation.nebraska.gov/gov-aff/lpa/chapter-forms/coi/coi-disclosure-doc-lpa.pdf>

- 11.3 Consultants and Subconsultants providing services for MPO's, or submitting proposals for services, shall submit to MAPA and State's Representative a Conflict of Interest Disclosure Form for Consultants. Consultants and Subconsultants shall submit a revised form for any changes in circumstances, or discovery of any additional facts that could result in someone employed by, or who has an ownership, personal, or other interest with Consultant or Subconsultant having a real or potential conflict of interest on an MAPA federal-aid transportation project.

## **SECTION 12. DRUG FREE WORKPLACE**

MAPA shall have an acceptable and current drug-free workplace policy on file with State.

## **SECTION 13. RECORDS RESPONSIBILITY**

- 13.1 MAPA shall maintain all correspondence, files, books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such material available at its office. These records shall be available at all reasonable times during the contract period and for at least three years from the date of final cost settlement under this agreement. Such records must be available for inspection by State and the FHWA, Federal Transit Administration, or any authorized representatives of the Federal government, and MAPA shall furnish copies to those mentioned in this section when requested to do so.
- 13.2 Papers, interim reports, forms or other materials which are a part of the work under contract will not be copyrighted without written approval of State and Federal Highway Administration.
- 13.3 Either party to the Agreement may initiate a request for publication of the final or interim reports, or any portions thereof.
- 13.4 Publication by either party shall give credit to the other party and to the Federal Highway Administration. However, if the State or Federal Highway Administration 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 the State or Federal Highway Administration."
- 13.5 In the event of failure of agreement between State and MAPA relative to the publication of any reports during the period of the contract, each party reserves the right to publish independently, in which event the nonoccurrence of the other party shall be set forth, if requested.

## **SECTION 14. FAIR EMPLOYMENT PRACTICES**

If MAPA performs any part of the work on this project itself, MAPA shall abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb.Rev.Stat. § 48-1101 to 48-1126, and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in the SECTION 30. TITLE VI NONDISCRIMINATION CLAUSES of this agreement. The reference to "Contractor" in this section also means "MPO".

#### **SECTION 15. DISABILITIES ACT**

MAPA 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.

#### **SECTION 16. LAWFUL PRESENCE IN USA AND WORK ELIGIBILITY STATUS PROVISIONS**

MAPA agrees to comply with the requirements of Neb.Rev.Stat. § 4-108 to 4-114 with its Federal-aid project, including, but not limited to, the requirements of § 4-114(2) to place in any contract it enters into with a public contractor a provision requiring the public contractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

#### **SECTION 17. DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

##### **17.1 Policy**

MAPA 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 financed in whole or in part with Federal Funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 are hereby made a part of and incorporated by this reference into this agreement.

##### **17.2 Disadvantaged Business Enterprises (DBEs) Obligation**

MAPA and State 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 financed in whole or in part with Federal Funds provided under this agreement. In this regard, MAPA 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. MAPA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FHWA assisted contracts.

MPO, acting as a sub-recipient of Federal-aid funds on this project shall adopt the disadvantaged business enterprise program of State for the Federal-aid contracts MAPA enters into on this project.

Failure of MAPA to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by State or such remedy as State deems appropriate.

#### **SECTION 18. TITLE VI NONDISCRIMINATION CLAUSES**

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

##### **18.1 Compliance with Regulations:**

MAPA 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.

18.2 Nondiscrimination:

MPO, 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, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. MAPA shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.

18.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

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

18.4 Information and Reports:

MAPA shall provide all information and reports required by the 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 State or FHWA to be pertinent to ascertain compliance with such 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, MAPA shall so certify to State, or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

18.5 Sanctions for Noncompliance:

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

- (a) Withholding of payments to MAPA under this agreement until MAPA complies, and/or
- (b) Cancellation, termination or suspension of this agreement, in whole or in part.

18.6 Incorporation of Provisions:

MAPA shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. MAPA shall take such action with respect to any subcontract or procurement as State 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 subcontractor or supplier as a result of such direction, MAPA may request State to enter into such litigation to protect the interests of State, and in addition, MAPA may request the United States to enter into such litigation to protect the interests of the United States.

**SECTION 19. ENTIRE AGREEMENT**

This Agreement embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than contained herein, and this Agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

IN WITNESS WHEREOF, the Parties hereby execute this agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED by the MAPA this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

WITNESS:

METROPOLITAN AREA PLANNING AGENCY  
Greg Youell

\_\_\_\_\_

\_\_\_\_\_  
Director

EXECUTED by the State this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION  
Mick Syslo, P.E.

\_\_\_\_\_  
Materials and Research Engineer

**RESOLUTION**

**SIGNING OF THE PROJECT PROGRAM AGREEMENT – BM1803**

METROPOLITAN AREA PLANNING AGENCY

Resolution No. \_\_\_\_\_

**Whereas:** Metropolitan Area Planning Agency is proposing a project for which it would like to obtain Federal funds;

**Whereas:** Metropolitan Area Planning Agency understands that it must strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project; and

**Whereas:** Metropolitan Area Planning Agency and Nebraska Department of Transportation (NDOT) wish to enter into a new Project Program Agreement setting out the various duties and funding responsibilities for the Federal-aid project.

**Be It Resolved:** by the Board of the Metropolitan Area Planning Agency that:

Greg Youell, Director of the Metropolitan Area Planning Agency is hereby authorized to sign the attached Project Program Agreement between the Metropolitan Area Planning Agency and the NDOT.

Metropolitan Area Planning Agency is committed to providing local funds for the project as required by the Project Program Agreement.

NDOT Project Number: MAPA-28(128)

NDOT Control Number: 22771

NDOT Project Name: Travel Demand Model Forecasting

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2018 at \_\_\_\_\_ Nebraska.  
(Month) (Year)

The Board of Metropolitan Area Planning Agency

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Board/Council Member \_\_\_\_\_  
Moved the adoption of said resolution  
Member \_\_\_\_\_ Seconded the Motion  
Roll Call: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Abstained \_\_\_\_\_ Absent  
Resolution adopted, signed and billed as adopted

Attest:

\_\_\_\_\_  
Signature

# CALENDAR MEETING DATES – 2019

## **Board of Directors** (Thursdays - 1:30 p.m.) **Finance Committee** (Wednesdays - 8:30 a.m.)

January 31  
February 21  
March 28  
April 25  
May 30  
June 27  
July 25  
August 29  
September 26  
October 31  
November – No Meeting  
December 12

January 23  
February 13  
March 20  
April 17  
May 22  
June 19  
July 17  
August 21  
September 18  
October 23  
November – No Meeting  
December 4

## **TTAC** (Fridays - 10:00 a.m.)

January 25  
February 16  
March 22  
April 19  
May 24  
June 21  
July 19  
August 23  
September 20  
October 25  
November – No Meeting  
December 6

## **Council of Officials** (Wednesdays)

March 13  
June 20  
October 9 Annual Meeting - Blair  
December 12

## **RPA** (Wednesdays - 11:00 a.m.)

January 9	February 13	March 13
April 10	May 8	June 12
July 10	August 7	September 11
October 9	November 13	December 11

## **Holidays**

New Year's Day  
Martin Luther King Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve  
Christmas Day  
Floating Holiday

January 1  
January 21  
February 18  
May 27  
July 4  
September 2  
October 14  
November 11  
November 28  
November 29  
December 24 – close at noon  
December 25  
with Approval of Supervisor

## **Coordinated Transit Committee** (Wednesdays - 10:30 a.m.)

January 16  
February 20  
March 20  
April 17  
May 15  
June 19  
July 17  
August 14  
September 18  
October 16  
November 20  
December – No Meeting

**RPAC** (1<sup>st</sup> Friday – 10:00 a.m.)

February 1

April 5

June 7

August 2

October 4

December 5 \*Thursday instead of Friday due to conflicting TTAC meeting