

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

BOARD OF DIRECTORS MEETING Thursday, January 31, 2019 1:30 p.m.

#### **AGENDA**

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

- A. ROLL CALL / INTRODUCTIONS
- B. <u>APPROVAL OF THE AGENDA</u> (ACTION)
- C. <u>BOARD MINUTES</u> of the December 7, 2018 meeting. (ACTION)
- D. FINANCE COMMITTEE MINUTES of the January 23, 2019 meeting. (ACTION)
- E. AGENCY REPORTS & PRESENTATIONS (INFO)
  - 1. AGENCY AWARDS AND RECOGNITION
    - a. Agency Awards from Iowa APA Chapter and Public Relations Society of America Nebraska (PRSA)
    - b. Employee Recognition -
      - Grant Anderson, 10 years of service
      - Sue Cutsforth, 5 years of service
  - 2. AGENCY REPORTS
    - a. Executive Director's Report
  - 3. PRESENTATION Justin Luther, NDOT MAPA Certification Review
- 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. FINAL CONTRACT PAYMENTS
  - a. Hamilton Associates \$800.00
  - b. Black Hills Works Offutt Air Force Base \$11,141.24
- 2. CONTRACT AMENDMENTS Mills County Hazard Mitigation Contract (17MILL02) Through 4/19/2019

#### H. OLD BUSINESS

1. RESOLUTION 2019 – 16: FY2019 TRANSPORTATION IMPROVEMENT PROGRAM (TIP) AMENDMENT 3 – (ACTION)

The Board will consider for approval Resolution 2019-16: FY2019 Transportation Improvement Program (TIP) Amendment 3, which amends multiple projects for the Cities of Bellevue, Council Bluffs and Omaha.

2. RESOLUTION 2019 – 17: 2040 LONG RANGE TRANSPORTATION PLAN (LRTP) AMENDMENT 9 – (ACTION)

The Board will consider for approval Resolution 2019-17: 2040 Long Range Transportation Plan (LRTP) Amendment 9. The amendment includes new Nebraska DOT projects, a significant cost adjustment to 36th Street in Bellevue, adjustments to the short-term project list to reduce future amendments, and new language for Performance Measures 2 & 3.

#### NEW BUSINESS

1. FY 2018 AUDITED FINANCIAL STATEMENTS - (ACTION)

The Board will consider for approval the 2018 Audited Financial Statements.

2. <u>NEW CONTRACTS</u> – (ACTION)

The Board will consider approval of the contracts listed below.

a. The New BLK – On-Call Professional Services Support

This on-call contract allows MAPA to issue task orders for a variety of communications services in support of MAPA's planning activities. The contract is not to exceed \$125,000 with a minimum guarantee of \$15,000. The contract term is two years and expires January 31, 2021.

- b. <u>Douglas County Return GIS Revenue to Douglas County \$50,224.18 plus interest</u>
  This agreement returns previous revenue from the NIROC orthophotography project sales to Douglas County GIS.
- c. Metro Lease Agreement (July 1, 2019 June 30, 2022)

The new lease agreement has a 3% increase for FY 2020 and a 1% each year for FY 2021 and FY 2022.

3. <u>LETTER FROM THE BOARD TO NDOT REQUESTING INCLUSION IN THE FY19 AUGUST REDISTRIBUTION REQUEST</u> – (ACTION)

The Board will consider a letter to the Nebraska Department of Transportation leadership formally requesting the inclusion of MAPA projects in FHWA August Redistribution of funding.

- 4. <u>FY 2020 BUDGET</u> (ACTION)
  - a. FY 2020 County Dues Request -

The Finance committee recommends to the Board of Directors to keep County dues the same as FY 2019 at approximately \$.47-cents per capita, which will provide \$374,156 for FY2020.

b. FY 2020 Budget Schedule -

The Board will consider approval of the FY 2020 Budget Schedule.

J. ADDITIONAL BUSINESS -

None.

#### K. <u>DISCUSSION</u>

- 1. Impacts of Federal Government Shutdown
- 2. Fund Balance Analysis

#### L. ADJOURNMENT

#### **Future Meetings:**

NARC National Conference of Regions – Washington, DC – February 10-13, 2019 Finance Committee: Wednesday, February 20, 2019

<u>Elected & Appointed Officials Training: Wednesday, February 20, 2019 – Embassy Suites by Hilton La Vista Hotel</u>
& Conference Center 6:00 p.m. – 9:00 p.m.

Board of Directors: Thursday, February 28, 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 (<a href="mapa@mapacog.org">mapa@mapacog.org</a>) 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 December 6, 2018

The Board of Directors met at the MAPA offices, 2222 Cuming Street, Omaha. Chair Sanders called the meeting to order at 1:36 p.m.

#### A. ROLL CALL/INTRODUCTIONS

Members/Officers Present

Patrick Bloomingdale Chief Administrative Officer, Douglas County

Clare Duda Commissioner, Douglas County

Tom Hanafan – Vice Chair Pottawattamie County Board of Supervisors

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
Matt Walsh Mayor, City of Council Bluffs

Members/Officers Absent

Carol Vinton IA Small Cities/Counties Representative (Mills County Board of Supervisors)

MAPA Staff

Court BarberChristina BrownellSue CutsforthMelissa EngelDon GrossMike HelgersonEmily SnellerGreg Youell

Guest

Troy Anderson City of Omaha

Craig Wacker NDOT

#### B. APPROVAL OF THE AGENDA - (Action)

Mixan requestd to table item I.2.e.i — Heartland 2050 Mini-Grant MOU Sarpy County Arterial and Collector Road Study - \$30,000 Federal, \$60,000 Local.

MOTION by Duda, SECOND by Mixan to approve the agenda for the December 6, 2018 meeting of the Board of Directors, tabling item I.2.e.i.

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

NAYS: None. ABSTAIN: None. MOTION CARRIED.

#### C. APPROVAL OF THE MINUTES of the October 25, 2018 meeting – (Action)

MOTION by Hanafan, SECOND by Stothert to approve the minutes of the October 25, 2018 meeting of the Board of Directors.

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

NAYS: None. ABSTAIN: None. MOTION CARRIED.

#### D. APPROVAL OF FINANCE COMMITTEE MINUTES AND REPORT - (Action)

Mr. Bloomingdale reported that the Finance Committee met on November 28, 2018 and approved bills for October, reviewed September financial statements and approved contract payments. Items were forwarded to the Board of Directors for approval.

Approved by_	
	Patrick Bloomingdale, Secretary/Treasurer

MOTION by Duda, SECOND by Stothert to approve the minutes of the November 28, 2018 Finance Committee meeting.

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

NAYS: None. 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 months of October & November. Community and economic development updates include the Blair Workforce Housing; Pottawattamie County (Carson / Macedonia) Downtown Revitalization projects; Cass County and the LR 374 Interim Hearing. Heartland 2050 updates included the Unified Transportation Plan; Regional Planning Advisory Committee; RPAC; and the Transit Return on Investment (ROI) Study. Transportation and data updates included the Metro Area Travel Improvement Study (MTIS); Bellevue Bridge Alternatives Study; and the B-cycle expansion. Updates were also provided on some of the larger capital projects from the Nebraska side.

### F. PUBLIC COMMENT -

None.

#### G. CONSENT AGENDA – (Action)

The Board considered Consent Agenda items listed below for approval.

- Resolution 2019 09: HDR On-call Travel Demand Modeling Service Master Agreement BK1751 Supplemental
   Agreement NO. 1 An 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 An amendment to the Pension Plan to remove after-tax contributions. These are unfavorable compared to other investment options and were deemed unnecessary in a recent review with Benefit Plans Inc. (BPI).
- 3. <u>Travel Economic Development Finance Professional (EDFP) Certification Springfield, MO Anderson \$2,405.64</u>
- 4. <u>Final Contract Payment Florence Home for the Aged \$7,898.29</u>

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

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

NAYS: None. ABSTAIN: None. MOTION CARRIED.

#### H. OLD BUSINESS

1. Resolution 2019 – 11: FY 2019 – FY 2024 Transportation Improvement Program (TIP) Amendment #2 – (Action)

Mr. Barber presented to the Board for approval Resolution 2019 – 11: Amendment #2 to the FY 2019 TIP. This amendment includes changes to the following projects: 36<sup>th</sup> Street Phase II; MAPA On-Call Modeling; 24<sup>th</sup> Street Road Diet; 72<sup>nd</sup> & Maple Intersection Improvement; 30<sup>th</sup> Street Road Diet; MAPA Long Range Transportation Plan Support.

MOTION by Duda, SECOND by Hanafan to approve FY 2018 TIP Amendment #2.

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

NAYS: None. ABSTAIN: None. MOTION CARRIED.

#### I. NEW BUSINESS

#### 1. <u>Strategic Plan Update</u> – (Information)

Mr. Youell provided the Board with a copy of the Strategic Planning and a worksheet to complete that will assist the agency during the upcoming Strategic Planning retreat for the leadership team.

#### 2. New Contracts - (Action)

Mr. Youell and Mr. Helgerson presented to the Board for approval the new contracts listed below:

- a. WellCom Not to exceed \$20,000 this contract will assist MAPA with employer outreach for the Little Steps Big Impact Project.
- b. Florence Home for the Aged \$42,478 Federal, \$42,478 Local this grant funding is from the FTA 5310 program for mobility of seniors and individuals with disabilities, which requires dollar-for-dollar matching funds.
- c. lowa West Foundation \$14,625 this grant would cover continued support for the Heartland 2050 project for January June 2019
- d. Kissell, Kohout ES Associates Lobbyist Agreement \$10,000 per year/2 years this contract will continue to provide lobbying services for MAPA with the State of Nebraska for 2019 and 2020.
- e. Heartland 2050 Mini-Grant Memorandum of Understanding (MOU)
  - i. Sarpy County Arterial and Collector Road Study \$30,000 Federal, \$60,000 Local This item was tabled and no action was taken
  - ii. MOU with City of Omaha 24th Street Corridor Study \$100,000 Federal, \$25,000 Local

MOTION by Duda, SECOND by Kindig to approve the new contracts listed above with the exception of item I.2.e.i – Sarpy County MOU, which was tabled during the approval of the agenda.

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

NAYS: None. ABSTAIN: None. MOTION CARRIED.

#### 3. Resolution 2019 – 12: Travel Demand Modeling Program Agreement - \$35,000 – (ACTION)

Mr. Helgerson presented to the Board for approval Resolution 2019 – 12: Travel Demand Modeling Program Agreement in the amount of \$35,000. This Program Agreement allows MAPA to use Surface Transportation Block Grant Funding for this activity. MAPA is currently under contract with HDR for these services.

MOTION by Kindig, SECOND by Hanafan to approve Resolution 2019 - 12: Travel Demand Modeling Program Agreement in the amount of \$35,000.

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

NAYS: None. ABSTAIN: None. MOTION CARRIED.

#### 4. Resolution 2019 – 13: On-Call Communication Services Program Agreement - \$125,000 – (ACTION)

Mr. Youell presented to the Board for approval Resolution 2019 - 13: On-Call Communication Services Program Agreement - \$125,000. This will allow the agency to issue immediate task orders to a selected firm for communication services on an as needed basis rather than go out for an RFP each time a need arises. The funding type requires a program agreement and a separate agreement will be executed with the actual firm.

MOTION by Hanafan, SECOND by Stothert to approve Resolution 2019 – 13: On-Call Communication Services Program Agreement in the amount of \$125,000.

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

NAYS: None. ABSTAIN: None. MOTION CARRIED.

#### 5. 2040 Long Range Transportation Plan (LRTP) Amendment #8 & #9 – (ACTION)

a. Resolution 2019 – 14: LRTP Amendment #8 – Mr. Barber presented to the Board for approval Resolution 2019 – 14: LRTP Amendment #8. There are three DOT projects in this amendment that have recently entered the TIP and have gone through a public comment period.

b. LRTP Amendment #9 to be released for a 30 day public comment period – Mr. Barber presented LRTP Amendment #9, which will add 20 additional DOT projects to the LRTP and will come back to the Board for approval after the public comment period.

MOTION by Duda, SECOND by Stothert to approve Resolution 2019 – 14: LRTP Amendment #8 and to approve LRTP Amendment #9 to be released for a 30 day public comment period.

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

NAYS: None. ABSTAIN: None. MOTION CARRIED.

#### Call for Projects for the FY 2020 Transportation Improvement Program (TIP) – (ACTION)

Mr. Barber presented to the Board for approval the Call for Projects for the FY 2020 TIP. This call for projects will be for the Transportation Alternatives Program, STBG Program (Iowa only) and Heartland 2050 Mini-Grant Program.

MOTION by Hanafan, SECOND by Kindig to approve the Call for Projects for the FY 2020 TIP.

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

NAYS: None. ABSTAIN: None. MOTION CARRIED.

#### 7. Election of Officers – (ACTION)

a. Chair Sanders opened nominations for MAPA Board Chair to serve January 2019 through June 2019.

MOTION by Duda, SECOND by Hanafan to nominate Doug Kindig as MAPA Board Chair.

There were no other nominations. Motion by Hanafan to cease nominations.

b. Chair Sanders opened nominations for MAPA Board Vice-Chair to serve through January 2019 through June 2019.

MOTION by Kindig, SECOND by Hanafan to nominate Carol Vinton as MAPA Board Vice Chair.

There were no other nominations. Motion by Hanafan to cease nominations.

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

NAYS: None. ABSTAIN: None.

MOTION CARRIED to elect Doug Kindig as Chair and Carol Vinton as Vice Chair effective January 1, 2019 to serve through June

2019.

#### J. ADDITIONAL BUSINESS

#### 1. 2019 MAPA Meeting Dates – (INFORMATION)

Mr. Youell provided the Board with the 2019 MAPA meeting dates.

#### 2. Resolution 2019 – 15: Resolution of Commendation – (ACTION)

Mr. Youell presented a Resolution of Commendation to departing board members: Mayor Rita Sanders (City of Bellevue), Supervisor Tom Hanafan (Pottawattamie County) and Commissioner Gary Mixan (Sarpy County) and thanked them for their service and efforts to MAPA and the MAPA Region. Mr. Kindig read the Resolution and the Board discussed the contributions of the outgoing members.

#### K. **DISCUSSION**

None.

#### L. <u>ADJOURNMENT</u>

Chair Sanders adjourned the meeting at 2:35 p.m.

# METROPOLITAN AREA PLANNING AGENCY 2222 Cuming Street Omaha NE 68102-4328 Finance Committee

January 23, 2019

The MAPA Finance Committee met January 23, 2019, in the MAPA conference room. Steve Dethlefs called the meeting to order at 8:40 a.m.

#### **ROLL CALL**

<u>Members Present</u>
Steve Dethlefs, Washington County
Don Kelly, Sarpy County

Staff Present
Natasha Barrett
Melissa Engel
Donald Gross (left at 9:10 a.m.)
Amanda Morales
Greg Youell

#### Other

Liz Larson, Hamilton Associates, (for item A.)

#### Members Absent

Patrick Bloomingdale, Secretary/Treasurer; Clare Duda, Douglas County; Justin Schultz, Pottawattamie County; Carol Vinton, Mills County

#### A. INTRODUCTIONS AND WELCOME TO NEW SARPY COUNTY COMMITTEE MEMBER

Don Kelly of Sarpy County and the finance committee introduced themselves to each other.

#### B. DRAFT AUDITED FINANCIAL STATEMENTS (Action)

Ms. Larson from Hamilton Associates, presented the DRAFT Audit Report for the year ended June 30, 2018, to the finance committee. The auditors issued 3 unmodified opinions for 1) the financial statements 2) compliance and internal control over the financial statements and 3) compliance on each major program and internal controls over compliance in accordance with Uniform Guidance. The auditors reported there were no findings or adjustments related to the financial statements. Ms. Engel informed the committee that for FY 2018 \$1,246,000 of federal funding was passed on to member jurisdictions. Total governmental fund revenues were \$5,452,676 in FY 2018, an increase of 47% compared to FY 2017. MAPA passed through \$881,250 in federal funds to Metro Transit to purchase Automatic Vehicle Location equipment for their buses.

MOTION Kelly SECOND by Dethlefs, to recommend approval of the audit in its final version to the Board of Directors. MOTION CARRIED.

#### C. MONTHLY FINANCIAL STATEMENTS (October & November)

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

Ms. Engel presented the October & November Financials.

#### D. FOR FINANCE COMMITTEE APPROVAL

#### 1. Contract Payments

- a. EDR Group, Inc. Transit Return on Investment Study PMT #7 \$15,582.61
- b. Metro Mini Grant Transit Development Plan PMT #2 \$6,419.66
- c. Emspace + Lovgren CMAQ Quality and Reduced Fare Program PMT #7 \$9,661.17
- d. Pottawattamie County GIS Activities FY 19 PMT #2 \$10,235.69

- e. Emspace + Lovgren CMAQ Quality and Reduced Fare Program PMT #6 \$6,698.61
- f. Metro Transit Authority Transit Activities FY 19 PMT #2 \$13,084.35

Mr. Youell presented the contract payments. The Economic Development Research Group, Inc. (EDR) contract payment is for their October 2018, professional services and consultant services relating to the Transit ROI Study. The Metro Mini Grant request is for the Transit Development plan contract. The Emspace + Lovgren's reimbursement requests are for their expenses October 31 – December 31 2018, related to the CMAQ Air Quality and Reduced Fare Program. Metro Transit's payment is for their second quarter FY 2019 transportation planning activities

MOTION Kelly SECOND by Dethlefs, to approve the contract payments as presented. MOTION CARRIED.

#### 2. New Contracts

a. Steve Jensen – Heartland 2050, MAPA Advisor – Not to Exceed \$3,900.00

Mr. Youell presented the contract with Steve Jensen for consulting on Heartland 2050 projects for approximately 30 hours through June 30, 2019.

MOTION Kelly SECOND by Dethlefs, to approve Steve Jensen's new contract as presented. MOTION CARRIED.

#### E. <u>RECOMMENDATION TO THE BOARD</u>

#### 1. Final Contract payments

- a. Hamilton Associates Audit Services \$800.00
- b. Black Hills Works Offutt Air Force Base \$11,141.24

Mr. Youell presented contract final payments. Hamilton Associates final payment is for services in connection with the audit for the year ended June 30, 2018. 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 2nd quarter of FY 2019.

MOTION Kelly SECOND by Dethlefs to recommend that the Board of Directors approve the final contract payments as presented. MOTION CARRIED.

#### 2. New Contracts

- a. The New BLK On-Call Professional Services Support Not to Exceed \$125,000
- b. Douglas County Return GIS Revenue to Douglas County \$50,224.18 + Plus Interest
- c. Metro Lease Agreement for 3% increase for FY 20 & 1% each year for FY 21-22

Mr. Youell presented the On-Call Communications Services Program Agreement for \$125,000. The New BLK was the firm selected for this program agreement with a minimum of \$15,000. Douglas County GIS revenue from aerial photography sales in the past that MAPA has been holding will be returned Douglas County. MAPA's new office lease with Metro Transit has a 3% increase for FY 2020 and a 1% increase each year for FY 2021 and FY 2020 this is a 3 year agreement.

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

#### 3. Contract Amendments

a. Mills County Hazard Mitigation Contract (17MILL02) - Through 4/19/2019

Mr. Youell presented the Amedment for Mills County hazard mitigation contract, which extends the end date from January to April 19, 2019.

MOTION Kelly SECOND by Dethlefs to recommend that the Board of Directors approve the Mills County Hazard Mitigation contract amendment as presented. MOTION CARRIED.

#### 4. FY 2020 Budget

- a. County Dues
  - i. The Finance Committee will consider a recommendation to the Board of Directors to keep County dues the same as FY 2019
- b. Budget Schedule

Mr. Youell presented County Dues and Budget Schedule for FY 2020. County Dues will remain the same as FY 2019.

MOTION Kelly SECOND by Dethlefs to recommend that the Board of Directors approve the FY2020 Budget items as presented. MOTION CARRIED.

#### F. <u>DISCUSSION/INFORMATION</u>

1. Impacts of Federal Government Shutdown

Mr. Youell discussed the financial impacts of the government shutdown on MAPA operations.

2. Fund Balance Analytics

Ms. Engel presented a graphic analysis of our current financial reserves in relation to expenses.

#### G. <u>OTHER</u>

#### H. <u>ADJOURNMENT</u>

The meeting adjourned at 9:50 a.m.



Contract Number:	€ 0
Contract Party:	Hamilton Associates
Contract Description:	Audit
Contract Approved by Board of Directors:	July 26, 2018
Contact Amount:	\$11,000.00
Match Amount:	\$0.00
Contract Period:	
Payment # 2	
Billed to Date	: \$ 11,000.00
Less Previous Payments	: \$ 10,200.00
Amount Due	\$ 800.00
Payment Recommended By	Responsible Charge / MAPA Staff Member
	Myli-Allies Department Manager  Alleo
Approved by MAPA Finance Committee	MAPA Executive Director  : 1-23-17  Date
	MAPA Treasurer/Finance Committee Member
Approved by MAPA Board of Directors	Date
	MAPA Board Chair/Member



#### 20 PEARL STREET P.O. BOX 959 COUNCIL BLUFFS, IA 51502

(712) 322-0277

Bill To:

METROPOLITAN AREA PLANNING AGENCY 2222 Cuming Street Omaha, NE 68102-4328

Invoice No.

24843

Date

01/18/2019

Client No.

12235

INVOICE

Final billing for services rendered in connection with the audit for the year ended June 30, 2018

800,00

will be computed on all outstanding balances over 30 days.



Contract Number:	1860310001
Contract Party:	Black Hills Works
Contract Description:	Offutt Air Force Base
Contract Approved by Board of Directors:	January 25, 2018
Contact Amount:	\$30,170.00
Match Amount:	\$30,170.00
Contract Period:	
Final Payment	
Billed to Date:	\$ 30,170.00
Less Previous Payments:	\$ 19,028.76
Amount Due:	<u>\$ 11,141.24</u>
Payment Recommended By:	Responsible Charge / MAPA Staff Member
	Department Manager
	MAPA Executive Director
Approved by MAPA Finance Committee:	Date
	MAPA Treasurer/Finance Committee Member

Bill To:

Metropolitan Area Planning Agency

Attn:Court Barber 2222 Cumming ST Omaha NE 68102-4328

Date

INVOICE

AR 3130

12/31/2018 MAPA Grant - Quarterly Billing

Oct 1 2018 thru Dec 31 2018

\$11,140.74

NE-2016-015-01

11,1

\$11,140.74

PLEASE PAY FROM THIS INVOICE

Black Hills Works, Inc 46 0341382

PO Box 2104 Rapid City SD 57709

Signature

Date

1/15/2019

Janet Niehaus

Vice President of Finance

cbarber@mapacog.org

server bhws/ DOT NE Grant Billing

ckh

1/15/2019

			Bil	ling Sumn	nary					
Project Name:	Black Hills	Works - MA		t NE-2016-015-						
Contact Name:	Bob Matthe			Property Company of the Company of t						
Billing Period:	Oct 1 2018	- Dec 31, 21	018							
	TOTAL	TOTAL.	TOTAL	Oct 1 2018 -	Dec 31, 2018	TOTAL	Progra	m to Date	Rem	aining
BUDGET DETAIL	Year 1 Cost	BUDGET 6310	BUDGET Local Match	5310 Request	LOCAL MATCH	COST	5310 Request	LOCAL MATCH	5310 Request	
A. OPERATING EXPENSES!				18 14:17	16 431-18					
1. Drivers Wages	21,116.00	10,558.00	10,558.00	1,764.17	16,481.18	18,245,35	10,558.00	25,275,01	3(1)	(14,717,01)
2. Benefits @ 20%	4,223.00	2,111.50	2,111.50	704.49	2,214.77	2,919.26	2,111.50	3,621.78		(1,510.28)
3. Other- Cell Exp	- "	1.50	-							
4. Mileage (\$.54/mile)	35,000.00	17,500.00	17,500.00	8,672.08	9,018.86	17,690.94	17,500.00	9,018,88	-	8,481.14
4. Vehicle Fuel (merged into 4)										
5. Vehide Repain/Maintenance (merged into 4)										
B. CAPITAL EXPENSES 2								W.		
		$-\triangle$		11.141.24	17,113.3					
D. PROGRAM TOTAL BUDGET	60,339.00	30,169.50	30,169.50	11,140.74	-27,714.81	38,855.65	30,169.50	37,915.65		(7,746.15)
Percent of Total Budget		C		0.37	0.92	0.64	1.00	1.26	-	(0.26)

<sup>1</sup> funding for Operating Expenses may not exceed 50% of the total cost, 2 training or Cartal Expenses may not exceed 60% of the total cost,

30,170-30,170-

11.141.24

Please provide your cost allocation plan for the 20% benefits.

**Progress Report** 

Title: MAPA Grant - FTA Project NE -2016-05-01

Date: 09/01/2018 - 12/31/2018

Title: MAPA bill \$ 11,140.74 out of \$ \$30,169.50

- 1. Work Completed for Current Billing Period:
  - a. 776 van runs transporting 4,747 riders
- 2. Anticipated Work for Next Billing Period:
  - a. None contract complete
- 3. Information Needed from FTA/MAPA:

a.

- 4. Percent of Work Completed to Date:
  - a. 100%
- 5. Outstanding Issues:
  - a. Completion of contract
- 6. Note:
  - a. 18% Benefit based on average benefit expense per cost report/GL detail
  - b. Cost Center 058 NE Rehab which includes transportation cost
  - c. Payroll See attached supporting documentation
  - d. Credit Card charges are identified by the assignment of card number (2,7 & 10) to NE location

Row Labels	Sum of Decimal Time	Sum of Total Miles	Sum of # of Riders	Count of Vehicle#
BC	102	2,377	332	56
CD	145	4,298	849	122
JB	76	1,679	265	42
LG	402	7,816	1,105	178
NW	8	243	30	4
OG	105	3,426	429	80
PR	198	4,655	566	116
RM	344	8,267	1,171	178
(blank)				
<b>Grand Total</b>	1,381	32,761	4,747	776

Drivers wag	es		Mileage		
Decimal Tir	Rate		Miles	Cent/mile	Mileage \$
102	14.95	1,524.90	2377	0.54	1283.58
145	12.50	1,812.50	4298	0.54	2320,92
76	16.98	1,290.48	1679	0.54	906.66
402	12.73	5,117.46	7816	0.54	4220.64
8	8.39	67.08	243	0.54	131.22
105	14.95	1,569.75	3426	0.54	1850.04
198	12.65	2,504.70	4655	0.54	2513.7
344	12.67	4,358.48	8267	0.54	4464.18

1,380

18,245.35

32,761

17,690.94

Benefit

0.16 2,919.26

21,164.61

Page 1

Co#	: 1	Beg Date:	10/01/2018 End Da	ate: 12/3	31/2018	Beg Acc	:t#: 5031 E	ind Acct#: 5032	Beg CC:	58 End CC:	58
				EARN	HOURS	HOURLY	EARNINGS	CHECK			
Coff	Emp#	Employee /	AUBREY (Clay	CODE	WORKED	RATE	AMOUNT		CC ACCT		
1	000002111	DICKERSON	AUBREY (Clan	01	27,18	13.300	252.24	2012/10/15	F0 705		
1	000002111	DICKERSON	AUBREY	01	2.82		353_34	2018/10/15	58 5031		
	000002111	DICKERSON	AUBREY	01	3.75	12.500	35.25	2018/10/15	58 5031		
1	000002111	DICKERSON	AUDEV	D1		13 500	50.63	2018/10/15	58 5031		
1	000002111	DICKEDSON,	AUBREY AUBREY	01	41 59	13.000	540.67	2018/10/31	58 5031		
F	000002111	DICKERSON,	AUBREY AUBREY AUBREY AUBREY AUBREY	UI	4.41		55.13	2018/10/31	58 5031		
1	000002111	DICKEDSON,	AUDRET	01	9.25	13:500	124.88	2018/10/31	58 5031		
_	000002111	DICKERSON.	AUDREY	JI	26.33	13.000	342.29	2018/11/15	58 5031		
1	000002111	DICKERSON,	AUBREY	01	3=17	12.500	39.63	2018/11/15	58 5031		
1	000002111	DICKERSON,	AUBREY	01	12.25	13.500	165.38	2018/11/15	58 5031		
u.	0000002111	DICKERSON.	AUBREY	0.1	27.27	13.000	354.51	2018/11/30	58 5031		
1.	000002111	DICKERSON,	AUBREY	01	2.98	12.500	37, 25	2018/11/30	58 5031		
1	000002111	DICKERSON,	AUBREY			13.500	97.88	2018/11/30	58 5031		
I	000002111	DICKERSON,	AUBREY	08	.00		40.00	2018/12/03	58 5031		
÷			AUBREY		16.76	13.000	217.88	2018/12/14	58 5031		
1			AUBREY		1.49	12.500	18.63		58 5031		
1	000002111	DICKERSON.	AUBREY	06	3 - 25	6.500	21.13		58 5031		
1	000002111	DICKERSON,	AUBREY	06	. 25	6.250	1,,56		58 5031		
1	000002111	DICKERSON,	AUBREY	01	3.50	13.500	47.25		58 5031		
1	0000002111	DICKERSON,	AUBREY	01	27.27	13:000	354.51		58 5031		
1	000002111	DICKERSON,	AUBREY	01	2.73		34.13		58 5031		
	000002111	DICKERSON.	AUBREY	01	13.00	13.500	118.50		F 20 11		
1	000002199	GALE, LOYD		01	32.25	13.730	442.80		58 5031		-
1	000002199	GALE, LOYD		01	44:50	13.230	588.74		58 5031		
1	000002199	GALE, LOYD			1.50	20.600	30.90	2018/10/15	58 5031		
1	000002199	GALE, LOYD		01	3.25	12.730	41_37	2018/10/15	58 5031		
1					.75	20.000	15.00	2018/10/15	58 5031		
1				01	29.00	13.730	398_17				
1	000002199			01	35.00	13.230	463.05	2018/10/31 2018/10/31	58 5031		
1	000002199			92	3.25	20.600	66.95		58 5031		
	000002199 (			06		6.615	24.81		58 5031		
	000002199 (					13.457			58 5031		
	000002199 (			03	40 00				58 5031		
	000002199			03	48.00	13.457	645.94		58 5031		
	000002199			01	43:00	13:730	590,39 466,36	2018/11/15	58 5031		
31	000002199			02	00.20				58 5031		
1	000002199				.50	20.600	10_30	2018/11/15	58 5031		
1	000002199 6			01	32.25	13.730	442 80	2018/11/30	58 5031		
1	000002199 6			01	44:00	13 230	582.12	2018/11/30	58 5031		
1	000002199			02	a 75	20.600	15.45	2018/11/30	58 5031		
1				06	11.25	6.865	77.23	2018/11/30	58 5031		
7	000002199 6		17	01	3.25	12.730	41.37	2018/11/30	58 5031		
1	000002199 6			05	8.00	13.412	107.30	2018/11/30	58 5031		
1	000002199 G			08	00		100.00	2018/12/03	58 5031		
1	000002199 G			01	42.75	13.730	586.96	2018/12/14	58 5031		
	000002199 G			01	37.25	13.230	492.82	2018/12/14	58 5031		
	000002199 G			06	3 25	6.615	21.50	2018/12/14	58 5031		
	000002199 G			02	2.75	20.600	56.65	2018/12/14	58 5031		
	000002199 G			05	8.00	13.497	107.98	2018/12/14	58 5031		
	000002199 G			01	33.75	13.730	463.39	2018/12/31	58 5031		
1	000002199 G	ALE, LOYD		01	34.25	13.230	453.13	2018/12/31	58 5031		
1.1	000002199 G	ALE. LOYD		02	2.00	20.600	41.20	2018/12/31	58 5031		
1	000002199 G	ALE, LOYD		04	5.00	13.478	67.39	2018/12/31	58 5031		
1	000002199 G	ALE, LOYO		03		13.478	94.35	2018/12/31	58 5031		
									_		

Cod	# Fmp# Fmplouse Marie	EARN			EARNINGS			CO 400T
50)	# Emp# Employee Name	CODE	WORKED	RATE	AMIGUNT	P/V	DATE	CC ACCT
]	1 000002465 MASON, RODNEY	91	13.56	13.670	185,37		2018/10/15	58 5031
	1 000002465 MASON, RODNEY						2018/10/15	58 5031
1	1 000002455 MASON, RODNEY	01	53.35	12.670	675.95		2018/10/15	58 5031
3	1 000002465 MASON, RODNEY	01	14.51	13_670	198.36		2018/10/31	58 5031
)	1 000002465 MASON, RODNEY	01	7.16	13.170	94.30		2018/10/31	58 5031
1	1 000002465 MASON, RODNEY			12.670	898.31		2018/10/31	58 5031
]	1 000002465 MASON, RODNEY			12.866	180.13		2018/10/31	58 5031
]	1 000002465 MASON, RODNEY	05	8.00	12.856	102.93		2018/10/31	58 5031
	I 000002465 MASON, RODNEY	06	2.50	6,585	16 46		2018/10/31	58 5031
1	L 000002465 MASON, RODNEY	06	.52	5.335	3.29		2018/10/31	58 5031
1	000002465 MASON, ROUNEY	01	4.91	13.670	67.12 63.62 734.23 51.75		2018/11/15	58 5031
1	. 000002465 MASON, RODNEY	01	4.83	13.170	63:62		2018/11/15	58 5031
1	000002465 MASCN, RODNEY	01	57.95	12.670	734.23		2018/11/15	58 5031
1	000002465 MASCN, RODNEY	03	4.05	12.778	51-75		2018/11/15	58 5031
1	. 000002465 MASON, RODNEY	01	11.59	13:670	158.44		2018/11/30	58 5031
I		01	5.00	13.170	65.85		2018/11/30	58 5031
1				12 670			2018/11/30	58 5031
1							2018/11/30	58 5031
1				12.879			2018/11/30	58 5031
1	-						2018/12/03	58 5031
1				13.670			2018/12/14	58 5031
	000002465 MASON, RODNEY	01	4.87		64.14		2018/12/14	58 5031
1	•	01	49.97	12.670			2018/12/14	58 5031
	000002465 MASCN, RODNEY	06	7.17	6.335			2018/12/14	58 5031
	000002465 MASON, RODNEY	05	8.00	12.907			2018/12/14	58 5031
	000002465 MASON, RODNEY	05 01 01	10.30	13.670	140.81		2018/12/31	58 5031
	000002465 MASON, RODNEY	01	4,75	13.1/0	62.55 627.80		2018/12/31	58 5031
	000002465 MASON, RODNEY	01	49.55	12.670	627.80		2018/12/31	58 5031
1	, , , , , , , , , , , , , , , , ,	01	33.00	13.150	433.95			58 5031
1			1.00	12.650	12.65 578.60		2018/10/15	58 5031
1							2018/10/31	58 5031
1							2018/10/31	58 5031
	000002649 ROSE, PATRICK						2018/10/31 2018/11/15	58 5031
	000002649 ROSE, PATRICK	01	41.50	13.150				58 5031 58 5031
	000002649 ROSE, PATRICK	01	1 00		12.65		2018/11/30	
1		08	.00	12.000	40.00		2018/12/03	58 5031
1		01	43.25	13.150	568.74		2018/12/14	58 5031
1		01	1.00	12.650	12.65		2018/12/14	58 5031
1		01	48.50	13.150	637.78		2018/12/31	58 5031
1		01	1.00	12.650	12.65		2018/12/31	58 5031
1		01	5.00	13.650	68.25		2018/12/31	58 5031
1	000002040 BIRD. JANE	01	63.50	16.980	1078.23	-	2018/10/15	58 5032
1		01	16.50	17, 480	288.42		2018/10/15	58 5032
1		01	120.00	16,980	2037.50		2018/10/31	58 5032
1		06	8.00	8,490	67.92		2018/10/31	58 5032
1	000002040 BIRD, JANE	05	8,00	16.980	135.84		2018/10/31	58 5032
1		01	80.00	16.980	1358.40		2018/11/15	58 5032
1		01	80.00	16.980	1358,40		2018/11/30	58 5032
1	000002040 BIRD, JANE	05	8.00	16,980	135.84		2018/11/30	58 5032
1	000002040 BIRD, JANE	08	.00		109.00		2018/12/03	58 5032
1	000002040 BIRD, JANE	Cl	72.00	16.980	1222.55		2018/12/14	58 5032
1	000002040 BIRD. JANE	06	8,00	8.490	67.92		2018/12/14	58 5032
1	000002040 BIRD, JANE	05	8.00	16, 980	135 84		2018/12/14	58 5032

			EADN	HOURS	HOUDL V	EAGNIACC		CHECK				
Co#	Emp#	Employee Name	EARN CODE	WORKED	HOURLY RATE	EARNINGS AMOUNT	P/V	CHECK DATE	00	ACCT		
oon	Cinipii	emproyee name	CODE	WORKED	MAIL	APICUNT	P/V	DATE	U	ACCT		
1	000002040	BIRD, JANE	03	8.00	16.980	135.84		2018/12/14	5.0	5032		
1		BIRD, JANE	01	80.00	16.980	1358.40		2018/12/14		5032		
ì		CHO, BRIAN	- DI -	67.00	14.950	1001.65		2018/10/15		5032		-
1		CHO, BRIAN	01	11.50	15.450	177.68		2018/10/15		5032		
1		CHO. BRIAN	02	1.00	22.520	22.52		2018/10/15		5032		
1		CHO, BRIAN	02	3.00	23.180	69.54		2018/10/15		5032		
1		CHO. BRIAN	01	98.75	14,950	1476.32		2018/10/31		5032		
Ĩ		CHO. BRIAN -	01	21.25	15.450	328.32		2018/10/31		5032		
1	000002081	CHO, BRIAN	02	.50	22,520	11.26		2018/10/31		5032		
1		CHO, BRIAN	02	4.25	23.180	98.52		2018/10/31		5032		
1	000002081	CHO, BRIAN	05	8.00	15.039	120.31		2018/10/31		5032		
1	000002081	CHO, BRIAN	01	11.25	15.450	173.82		2018/11/15		5032		
1		CHO, BRIAN	01	68.50	14.950	1024.08		2016/11/15		5032		
1	000002081	CHO. BRIAN	02	.50	22.520	11.26		2018/11/15		5032		
1	000002081	CHO, BRIAN	02	3.00	23.180	69.54		2018/11/15		5032		
1	000002081	CHO. BRIAN	01	9.50	15.450	146.78		2018/11/30		5032		
1	000002081	CHO, BRIAN	01	66.00	14.950	986.70		2018/11/30		5032		
1	000002081	CHO, BRIAN	02	2.00	23.180	46.36		2018/11/30		5032		
1	000002081	CHO, BRIAN	05	8.00	15.013	120.10		2018/11/30		5032		
1	000002081	CHO. BRIAN	08	.00		100.00		2018/12/03		5032		
1	000002081	CHO, BRIAN	01	20.50	15.450	316.73		2018/12/14		5032		
1	000002081	CHO, BRIAN	01 -	57.75	14.950	863.37		2018/12/14		5032		
1	000002081	CHO, BRIAN	06	5.75	7.475	42.98		2018/12/14		5032		
1	000002081	CHO, BRIAN	05	8.00	15.081	120.65		2018/12/14		5032		
1	000002081	CHO, BRIAN	01	11.50	15.450	177.68		2018/12/31		5032		
1	000002081	CHO, BRIAN	01	67.00	14.950	1001.65		2018/12/31		5032		
1	000002081	CHO. BRIAN	02	3.00	23.180	69.54		2018/12/31		5032		
1	000002339	JOHNSON, PHILLIP	01	77.50	15.350	1189.63		2018/10/15		5032		•
1	000002339	JOHNSON. PHILLIP:	04	2.50	15.350	38.38		2018/10/15		5032		
1	000002339	JOHNSON. PHILLIP	C1	40.00	15.350	614.00		2018/10/31		5032		
		JOHNSON, PHILLIP	05	8.00	15.350	122.80		2018/10/31	58	5032		
		JOHNSON, PHILLIP	04	57.00	15.350	874.95		2018/10/31	58	5032		
		JOHNSON, PHILLIP	03	15.00	15,350	230.25		2018/10/31	58	5032	6	
		JOHNSON, PHILLIP	01	64.00	15.350	982.40		2018/11/15	58	5032		
		JOHNSON, PHILLIP	03	16.00	15.350	245.60		2018/11/15	58	5032		
		JOHNSON, PHILLIP	01	68.00	15.350	1043.80		2018/11/30	58	5032		
		JOHNSON, PHILLIP	-01	3.75	15.850	59.44		2018/11/30	58	5032		
		JOHNSON, PHILLIP	04	8.00	15.376	123.01		2018/11/30		5032		
		OCHNSON, PHILLIP	05	8.00	15.376	123.01		2018/11/30	58	5032		
		JOHNSON, PHILLIP	08	. 00		100.00		2018/12/03		5032		
		JOHNSON, PHILLIP	01	61.50	15.350	944.03		2018/12/14	58	5032		
		JOHNSON, PHILLIP	01	10.50	15.850	166.43		2018/12/14		5032		
		JOHNSON, PHILLIP	05	8.00	15.423	123.38		2018/12/14		5032		
		JOHNSON, PHILLIP	01	76.50	15.350	1174.28		2018/12/31		5032		
		OHNSON, PHILLIP	01	3.50	16.350	57.23		2018/12/31	-	5032		
		ILKS, NATASHA	01	40.00	16.770	670.80		2018/10/15		5032		
		IILKS, NATASHA	01	40.00	17.270	690.80		2018/10/15		5032		
		IILKS, NATASHA	01	60.00	16.770	1006.20		2018/10/31		5032		
		IILKS, NATASHA	01	60.00	17.270	1036.20		2018/10/31		5032		
		IILKS, NATASHA	06	5.00	8.385	41.93		2018/10/31		5032		
		IILKS, NATASHA	06	5.00	8.635	43.18		2018/10/31		5032		
		IILKS, NATASHA	05	8.00	17.020	136.16		2018/10/31		5032		
		VILKS, NATASHA	01	40.00	16.770	670.80		2018/11/15		5032		
1	0000028/9 W	IILKS, NATASHA	01	40.00	17.270	690.80		2018/11/15	58	5032		

			EARN	HOURS	HOURLY	EARNINGS		CHECK		
Co#	Emp# Emp	loyee Name	CODE	WORKED	RATE	AMOUNT	P/V	DATE	CC	ACCT
1	000002879 WILK	CS, NATASHA	01	40.00	16.770	670.80		2018/11/30	58	5032
1	000002879 WILE	(S, NATASHA	01	40.00	17,270	690.80		2018/11/30		5032
1	000002879 WILK	(S, NATASHA	05	8.00	17.020	136.16		2018/11/30		5032
1	000002879 WILK	(S, NATASHA	08	.00		100.00		2018/12/03		5032
1	000002879 WILK	(S. NATASHA	01	40.00	16.770	670.80		2018/12/14		5032
1	000002879 WILK	(S, NATASHA	01	40.00	17.270	690.80		2018/12/14		5032
1	000002879 WILK	S, NATASHA	06	5.00	8.385	41.93		2018/12/14		5032
1	000002879 WILK	S, NATASHA	06	5.00	8.635	43.18		2018/12/14		5032
1	000002879 WILK	S, NATASHA	05	8.00	17.020	136.16		2018/12/14		5032
1	000002879 WILK	S. NATASHA	01	40.00	16.770	670.80		2018/12/31		5032
1	000002879 WILK	S. NATASHA	01	40.00	17.270	690.80		2018/12/31		5032
1	000004508 GARZ	A, OLIVIA	01	16.00	15.450	247.20		2018/10/15		5032
1	000004508 GARZ	A, OLIVIA	01	52.50	14.950	784.88		2018/10/15		5032
1	000004508 GARZ	A, OLIVIA	04	10.00	15.067	150.67		2018/10/15		5032
1	000004508 GARZ	A, OLIVIA	01	28.00	15.450	432.60		2018/10/31		5032
1	000004508 GARZ	A, OLIVIA	01	91.50	14.950	1367.93		2018/10/31		5032
1	000004508 GARZ	A, OLIVIA	05	8.00	15.067	120.54		2018/10/31		5032
1	000004508 GARZ	A. OLIVIA	01	1700	15.450	262.65		2018/11/15		5032
1	000004508 GARZ	A, OLIVIA	01	1.00	14.450	14.45		2018/11/15		5032
1	000004508 GARZ	A, OLIVIA	01	62.00	14.950	926.90		2018/11/15		5032
1	000004508 GARZ	A, OLIVIA	01	63.00	14.950	941.85		2018/11/30		5032
1	000004508 GARZ	A, OLIVIA	01	15.50	15.450	239.48		2018/11/30		5032
1	000004508 GARZ	A, OLIVIA	06	2.00	7.725	15.45		2018/11/30		5032
1	000004508 GARZ		05	8.00	15.049	120.39		2018/11/30		5032
1	000004508 GARZ		08	. 00		100.00		2018/12/03		5032
1	000004508 GARZ/	A. OLIVIA	01	21.00	15.450	324.45		2018/12/14		5032
1	000004508 GARZA		01	59.00	14.950	882.05		2018/12/14		5032
1	000004508 GARZA		06	2.00	7.475	14.95		2018/12/14		5032
1	000004508 GARZA		05	8.00	15.081	120.65		2018/12/14		5032
1	000004508 GARZA	A, OLIVIA	01	63.00	14.950	941.85		2018/12/31		5032
1	000004508 GARZA	A. OLIVIA	01	16.00	15.450	247.20		2018/12/31		5032
									50	

Totals: 4309.55 64650.04

\*\*\* END-OF-REPORT \*\*\*

1 Black Hills Works Inc

58 BH SERVICES P/S ME(REHAB)

	JUL	ADG	SRP	OCT	NOA	DEC	JAN	PEB	RAM	APR	MAY	ונטל	тт
CNCOMB													
4090 NDD NESRASKA TUITION 4190 TRANSPORTATION PRE I	49717.99 2054.41	47103.87 2510.20	53408.79 939.00	52536.91 3271.75	47839.86 2021.00	48110.77 2181.00	00	.00	200 200	.00	;00 ;00	.00	298718.19 12977.36
Total SERVICE INCOME	51772.40	49614.07	54347.79	55808.66	49860.86	50291.77	.00	.00	.00	.00	.00	.00	311695.55
4426 NEB MAPA GRANT INCOM	.00	.00	.00	19028.76	.00	.00	.00	.00	. 00	.00	.00	.00	19028.76
Total OTHER INCOME	.00	.00	.00	19028.76	.00	.00	.00	0.0	2 -	.00	.00	.00	19028.76
TOTAL INCOME	51772.40	49614.07	54347.79	74837.42	49860.86	50291.77	.00			130		.00	330724.31
expense			œ								0 • *		
5004 SUPERVISORS	3466.68	3466.68	3466.68	3553.34	3553.34	3653.34	.00		2	7,628.	66-	.00	21160.06
5010 ADMIN/CLERICAL SALAR 5031 DRIVER	712.25	1012.00	816.75	1043.36	746.46	854.32	.00					00	5185.14
5031 DRIVER 5032 EMPLOYMENT SPECIALIS	5817.85 11716.86	6998.59 15950.75	5861.34 12926.55	7712.16 16713.23	6178.84 13389.07	6702.61 13954.13	.00		101	0.267.	18=	.00	39271.39 84650.59
JUJS MINISTERMA GEBERALES		15550.75			***********			906		0 •	18*	.00	84650.59
Total PAYROLL EXPENSE	21713.64	27428.02	23071.32	29022.09	23867.71	25164.40	.00			•		00	150267.18
5360 GROUP INSURANCE EXP	501.47-	1274.54	1790.79	2141.07	1028.07	2055.36	.00				0 • *	.00	7788.46
5370 WORKERS COMP INS EXP	913.81	913.81	913.81	913.81	2392.20	913.81	-00				Q · 4	.00	6961.25
5400 PICA EXP	1506.64	1906.91	1591.60	2023.69	1651.96	1742.90	-00			762		.00	10423.50
5640 403(B) EXP	449.11	525.27	432.58	534.28	16.57	467.54	-00			- 1 ATA		.00	2425.45
6237 PERSONNEL EXPENSE	.00	.00	30.00	.00	.00	.00	.00	259	Ber			.00	30.00
Total FRINGE EXPENSE	2368.09	4620.63	4758.78	5612.65	5088.90	5179.61	00					. 00	27628.66
Total Payroll Expenses	24081.73	32048.65	27830.10	34634.74	28956.61	30344.01	.00		1	i i		.00	177895.84
5083 STAPF PR- CRILL PHONE	80.00	80.00	80.00	80.00	80.00	80.00	,00	4	7			.00	480.00
5710 TELEPHONE EXP	277.87	209.51	208.25	209.54	209.33	209.33	.00					.00	1323.83
Total FIXED EXPENSES	357.87	289.51	268.25	289.54	209.33	289.33	.00					.00	1803.83
5900 VEHICLE FUEL EXP	948.66	2541.07	2193.90	.00	4799.77	2241.58	.00	•				.00	12724.98
5910 VEHICLE REPAIR/MAINT	1084.60	156.10	149-37-	455.56	1357.24	141.75	.00					.00	3047.88
5940 VEHICLE INSURANCE EX	269.42	269.42	269.42	269.42	269.42	269.42	.00		27			.00	1616.52
5950 VEHICLE DEPRECIATION	1000.00	1000.00	1000.00	1000.DO	1000.00	1000.00	.00	.00	00	54 OD	⊴ 00	.00	6000.00
5960 VEHICLE LICENSE/PERS	.00	.00	.00	21.20	.00	.00	.00	.00	-00	00	- 00	.00	21.20

1 Black Hills Works Inc

58 BH SERVICES F/S NE(REHAB)

*****************	JUL	EUA	AEP	OCT	NOA	DBC	KAL	FEB	MAR	APR	MAY	JUN	YTT
							*******			•••••••			
otal TRANSFORTATION	3302.68	3968.59	3313.95	1746.18	7426.43	3652.75	00	.00	00	00	.00	.00	23410.58
5619 PROGRAM/RECREATION S	. 00												
6040 CLEANING/PAPER SUPPL		ੁ 00	78.75	.00	.00	.00	1.00	-00	-00	00	.00	_00	78.75
ANG CHEWING PAPER SUPPL	.00	.00	.00	.00	.00	10.09	.00	00	.00	.00	2,00	.00	10.09
otal PROGRAM EXPENSES	.00	.00	78.75	.00	.00	10.09	.00	.00	00	.00	_00_	.00	88.84
5610 MILENGE/PARES RXP	64.00	224,80	148.80	353.20	386.40	326.00	.00	. 00	.00	.00	.00	.00	********
5620 BOOKS, MATERIALS & D	1096.00	.00	.00	.00	.00	.00	-00	.00	.00	60	.00		1503.20
5680 OFFICE SUPPLY EXP	28.87	.00	156.94	64.99	107.45	53.99	.00	.00	.00	.00		00	1096.00
5700 POSTAGE EXP	.00	.00	.00	.00	.00	49.68	-00	.00	.00	-00	.00	0.00	412.23
6320 MISC. EXP	.00	115.00	.00	.00	121.38	5.34	.00	.00	.00	:00		- 00	49.68
6324 STAFF AWARDS/RECOG/A	56.14	50.00	.00	.00	107.96	100.00	.00	.00	.00	.00	.00	.00	241.72 314.10
	• • • • • • • • • • • • • • • • • • • •	***********											344.10
otal variable expenses	1245.01	389.80	305.74	418.18	723.19	535.01	. D G	.00	0.0	.00	-00	.00	3616.93
	*********		***		********						*****		
OTAL EXPRISE	28987.29	36696.55	31816.79	37088.64	37395.56	34832.19	.00	.00	.00	.00	.00	.00	206816.02
						USTROWERS		=======================================					
PT PROCEEDS/LOSSES	22785.11	12917.52	22531.00	37748.78	12465.30	15460.58	-00	.00	0.0	- 00	: # OO	· 00	123908.29

9

Vehicle	# Date	# of Riders	: Start	Time Stop	ime Total			Stop Odometer	Total	Miles	Driver lnitials
07-3	10/06/18	5	17:30	19:11	1:81		148457	149508	51		PR
07-3	10/06/18	3	19:15	20:15	1:00		148508	148531	23		PR
07-3	10/30/18	5	19:30	21:45	2:15		148405	148467	62		LG
07-3	11/06/18	6	22:15	12:10	10:05		148531	148587	56		
07-3	11/07/18	6	17:00	19:00	2:00		148587	148638	51		BC
07-3	11/07/18	3	19:00	20:20	1:20		148638	148681	43		PR
07-3	11/18/18	7	15:30	17:15	1:85		148661	148717	56		PR OC
07-3	11/18/18	5	20:30	21:30	1:00		148718	148749	31		OG OG
07-3	11/26/18	5	21:20	23:00	1:80		148749	148804	55		0G
07-3	12/02/18	6	1:45	3:30	1:85		148804	148831	27		OG
07-3	12/02/18	6	4:00	6:39	2:39		148831	148874	43		RM
07-3	12/02/18	2	8:45	9:50	1:05		148875	148885	10		RM LC
07-3	12/04/18	5	15	1:55	1:40		148892	148937	45		LG nc
07-3	12/04/18	6	22:30	12:20	10:10		148937	149000			BC oc
07 - 3	12/05/18	6	22:35	12:30	10:05		149000	149061	63		OG
07-3	12/14/18	1	21:30	22:10	80		149061	149075	61		BC
07-3	12/23/18	5	16:00	17:10	1:10		149075		14		BC
07-3	12/23/18	6	20:30	21:30	1:00		149075	149093	18		BC
07-3	12/24/18	7	12:20	23:50	11:30		149120	149120	27		BC
07-3	12/24/18	5	16:15	17:25	1:10		149169	149169 149214	49		BC
07-3	12/28/18	6	17:20	19:10	1:90		149214		45		BC
07-3	12/30/18	4	16:10	17:10	1:00		149267	149267 149288	53		DG DG
14-8	10/01/18	7	3:45	6:15	2:70		125750		21		OG
14-8	10/01/18	1	10:15	10:40	25		125/50	125811 125817	61		RM
14-8	10/01/18	7	10:40	12:59	2:19		125817		6		JB
14-8	10/01/18	9	12:59	15:30	2:71		125865	125865	48		JB
14-8	10/01/18	5	17:00	19:00	2:00		125925	125925 125976	60		18
14-8	10/01/18	2	19:00	20:30	1:30		125976	125976	51		PR
14-8	10/01/18	5	23:35	25:15	1:80		125995	126048	19		PR
14-8	10/02/18	5	3:06	3:50	44		126048	126083	53		)G
14-8	10/02/18	10	4:20	6:05	1:85				35		CD
14-8	10/02/18	2	10:00	10:30	30			126125	42		CD
14-8	10/02/18	7	10:30	13:15	2:85			126139	14		M
14-8	10/02/18	12	13:15	15:30	2:15			126196 126262	57		M
14-8	10/02/18	5	17:00	19:00	2:00				66		M
14-8	10/02/18	4	19:00	20:20	1:20			126313	51		R
14-8	10/02/18	6	21:55	23:40	1:85			126339 126393	26		R
14-8	10/03/18	7	3:02	4:05	1:03				53		C
14-8	10/03/18	10	4:20	6:00	1:80			126428	35		D
14-8	10/03/18	7	11:00	13:15	2:15			126472	44		D
14-8			13:15	15:30	2:15			126571	99	R	
14-8	10/03/18		17:30	19:15	1:85			126595	24		M
14-8	10/03/18		19:15	20:30				126645	50	P	
14-8	10/04/18	6	15	1:55	1:15			126652	7	Р	
14-8	10/04/18	7	3:03	4:00	1:40			126705	53	В	
14-8	10/04/18	9	4:25	6:00	97 1 - 75			126735	30	С	
14-8	10/04/18		10:30	13:00	1:75			126780	45	C	
14-8	10/04/18		14:30	16:15	2:70			126840	60	R	
14-8	10/05/18		18:00	19:20	1:85			126874	34	Ri	
14-8	10/05/18		19:30	22:00	1:20			126901	27	B	
		-	LJ. UV	22:00	2:70	1	26901	126957	56	00	3

Vehicle #	Oate	# of Riders	Start Tin	ne Stop Time	Total		Stop Odometer	Total Miles	Driver Initials
14-8	10/06/18	8	3:30	5:10	1:80	126958	127013	55	BC
14-8	10/06/18	8	17:30	18:40	1:10	127013	127040	27	BC
14-8	10/06/18	6	21:40	23:25	1:85	127040	127092	52	BC
14-8	10/07/18	5	1:45	3:00	1:55	127092	127127	35	RM
14-8	10/07/18	7	4:15	6:15	2:00	127127	127176	49	RM
14-8	10/08/18	8	3:30	6:15	2:85	127176	127234	58	RM
14-8	10/08/18	1	10:15	10:39	24	127234	127241	7	JB
14-8	10/08/18	8	10:39	13:03	2:64	127241	127291	50	JB
14-8	10/08/18	8	13:03	15:30	2:27	127291	127345	54	JB
14-8	10/08/18	4	17:30	19:00	1:70	127345	127392	47	PR
14-8	10/08/18	2	19:00	20:00	1:00	127392	127409	17	PR
14-8	10/08/18	5	23:25	25:20	1:95	127410	127466	56	ВС
14-8	10/09/18	4	3:07	3:50	43	127466	127495	29	CD
14-8	10/09/18	10	4.20	6:00	1:80	127495	127539	44	CD
14-8	10/09/18	1	10:00	10:30	30	127539	127548	9	RM
14-8	10/09/18	7	10:30	13:15	2:85	127548	127607	59	RM
14-8	10/09/18	10	13:15	15:30	2:15	127607	127667	60	RM
14-8	10/09/18	5	17:00	19:00	2:00	127667	127716	49	PR
14-8	10/09/18	3	19:00	20:30	1:30	127716	127735	19	PR
14-8	10/09/18	6	20:15	24:10	3:95	127736	127792	56	ВС
14-8	10/10/18	5	3:04	3:50	46	127792	127819	27	CD
14-8	10/10/18	10	4:20	6:00	1:80	127819	127864	45	CD
14~8	10/10/18	5	17:38	19:15	1:77	127864	127915	51	PR
14-8	10/10/18	4	19:15	20:30	1:15	127915	127932	17	PR
14-8	10/10/18	6	23:10	25:00	1:90	127932	127992	60	0G
14-8	10/11/18	7	3:03	3:55	52	127992	128022	30	CD
14-8	10/11/18	9	4:20	6:00	1:80	128022	128067	45	CD
14-8	10/11/18	7	11:00	12:43	1:43	128067	128116	49	JB
14-8	10/11/18	9	13:28	15:32	2:04	128116	128175	59	NW
14-8	10/11/18	5	17:55	19:15	1:60	128175	128219	44	0G
14-8	10/11/18	7	19:55	22:00	2:45	128219	128271	52	0G
14-8	10/12/18	9	18:00	19:10	1:10	128272	128299	27	8C
14-8	10/12/18	6	20:10	22:00	1:90	128301	128352	51	BC
14-8	10/12/18	6	22:10	24:00	1:90	128352	128411	59	0G
14-8	10/13/18	7	11:00	13:00	2:00	128411	128467	56	NW
14-8 14-8	10/13/18 10/13/18	7	13:08	14:38	1:30	128467	128528	61	NW
14-8	10/13/18	5	16:30	18:15	1:85	128528	128579	51	PR
	10/13/18	1	18:30	19:00	70	128579	128590		PR
	10/13/18	9	19:00	22:15	3:15	128590	128659		PR
	10/15/18	8	18:30 3:45	21:15	2:85	128659	128714		PR
	10/15/18	1	10:25	6:15	2:70	128714	128773		RM
	10/15/18	9	10:52	10:52	27	128773	128780		JB
	10/15/18	9	12:59	12:59	2:07	128780	128829		JB
	10/15/18	4	17:15	15:10	2:51	128829	128882		JB
	10/15/18	2	19:00	18:50 20:10	1:35	128882	128932		PR
	10/15/18	9	20:11	20:10	1:10	128932	128950		PR
	10/16/18	4	3:08	3:50	2:04	128950	128998		PR
	10/16/18	10	4:20	6:00	42	128998	129024		CD
	10/16/18	2	9:55	10:30	1:80 75	129024	129063		CD
	10/16/18	8	10:30	13:10	2:80	129063	129075		RM
	10/16/18	12	13:10	15:40	2:20	129075	129127		RM
			20.10	10.00	2.20	129127	129202	75	RM

1/11/19 13:07:51 UADCPFK JANET

Vehicle #	Date	# of Riders	Start li	me Stop Time	Total		Stop Odometer	⊤otal Mile	s Driver Initials
14-8	10/16/18	4	17:00	18:50	1:50	129202	129251	49	PR
14-8	10/16/18	4	19:00	20:10	1:10	129251	129276	25	PR
14-8	10/16/18	5	20:10	22:00	1:90	129276	129319	43	PR
14-8	10/17/18	5	3:02	3:45	43	129319	129345	26	CD
14-8	10/17/18	10	4:20	6:00	1:80	129345	129391	46	CD
14-5	10/17/18	2	10:00	10:30	30	129391	129400	9	RM
14-8	10/17/18	8	10:30	13:10	2:80	129400	129457	57	RM
14-8	10/17/18	12	13:10	15:30	2:20	129457	129522	65	RM
14-8	10/17/18	5	17:00	19:00	2:00	129522	129572	50	PR
14-8	10/17/18	4	19:00	20:10	1:10	129572	129597	25	PR
14-8	10/17/18	6	20:15	22:00	1:85	129597	129642	45	PR
14-8	10/18/18	8	10:30	13:15	2:85	129716	129772	56	RM
14-8	10/18/18	7	13:15	15:30	2:15	129772	129831	59	RM
14-8	10/18/18	8	19:30	21:45	2:15	129831	129877	46	PR
14-8	10/18/18	7	3:05	4:00	95	129642	129668	26	CD
14-8	10/18/18	8	4:20	6:00	1:80	129668	129716	48	CD
14-8	10/19/18	9	18:CO	19:15	1:15	129877	129904	27	8C
14-8	10/19/18	8	20:10	22:00	1:90	129904	129958	54	0G
14-8	10/20/18	8	11:15	13   03	1:88	129958	130022	64	RM
14-8	10/20/18	6	13:00	15 15	2:15	130022	130076	54	PR
14-8	10/20/18	7	17:25	18:40	1:15	130076	130104	28	OG
14-8	10/20/18	1	19:10	19:35	25	130104	130114	10	OG
14-8	10/20/18	4	22:30	23:25	95	130114	130141	27	OG
14-8	10/21/18	5	2:00	3:00	1:00	130141	130180	39	RM RM
14-8	10/21/18	7	4:15	6:15	2:00	130180	130234	54	RM
14-8	10/22/18	9	3:45	6:15	2:70		130295	61	RM
14-8	10/22/18	1	10:20	10:42	22		130301	5	JB
14-8	10/22/18	9	10:42	13:39	2:67	130301	130351	50 60	JB
14-8	10/22/18	9	13:09	15:30	2:21	130351	130411	60 57	JB DD
14-8	10/22/18	5	17:30	19:30	2:00		130468	18	PR
14-8	10/22/18	2	20:30	21:00	70	130468	130486	23	PR CD
14-8	10/23/18	4	3:10	3:40 6:00	30 1:85	130486 130509	130509 130547	38	CD
14-8		10 2	4:15 10:00	10:30	30		130547	19	RM
14-8	10/23/18	G G	10:00	13:15	2:85		130517	60	RM
14-8	10/23/18	-						64	RM
14-8	10/23/18 10/23/18	1	13:15 17:00	15:30 19:00	2:15 2:00		130581 130733	52	PŘ
14-8	10/23/18	4	19:00	20:36	1:36		130759	26	PR
14-8	10/23/18	5	22:40	23:50	1:10		130791	32	0G
14-8 14-8	10/24/18	5	3:03	3:50	47		130818	27	CD
14-8	10/24/18	10	4:20	6:00	1:80		130864	46	CD
14-8	10/24/18	2	10:00	10:30	30		130875	11	RM
14-8	10/24/18	8	10:30	13:15	2:85		130075	60	RM
14-8	10/24/18	11	13:15	15:30	2:15		130991	56	RM
14-8	10/24/18	5	16:45	18:45	2:00		131045	54	PR
14-8	10/24/18	4	19:00	20:15	1:15		131069	24	PR
14-8	10/25/18	7	3:07	4:00	93		131099	30	CD
14-8	10/25/18	9	4:20	6:00	1:80		131144	45	CD
14-c 14-8	10/25/18	9	10:30	13:15	2:85		131205	61	RM
14-8	10/25/18	7	13:15	15:30	2:15		131259	54	RM
14-8	10/25/18	2	10:00	10:30	30		131270	11	RM
14-8	10/26/18	В	10:30	13:15	2:85		131330	60	RM
14-0	10/50/10	u	10.00	10 110	۷, ۵	COICIU	101000	00	1.75

14-8	Vehicle #	Date	# of Riders	Starl Time	Stop Time	Total		Stop Odometer	Total Miles	Driver Initials
14-8	14-8	10/26/18	7	13:15	15:30	2:15	131330	131374	- 44	RM
14-8										
14-8										
14-8										
14-8										
14-8										
14-8										
14-8										
14-8										
14-8										
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14-8   10/30/18   4   19:00   20:15   1:15   132041   132064   23   PR   14-6   10/30/18   3   3:03   3:30   27   131800   131812   121858   46   CO   14-8   10/30/18   2   10:00   10:30   30   131858   131869   11   RM   14-8   10/30/18   2   10:00   10:30   30   131858   131869   11   RM   14-8   10/30/18   12   13:15   15:30   2:15   131391   131991   60   RM   14-8   10/31/18   6   3:03   3:50   47   132064   132094   30   CD   14-6   10/31/18   10   4:20   6:05   1:85   132094   132139   45   CD   14-8   10/31/18   2   10:00   10:30   30   131839   132139   45   CD   14-8   10/31/18   2   10:00   10:30   30   13139   132139   45   CD   14-8   10/31/18   8   10:30   13:15   2:85   132094   132139   45   CD   14-8   10/31/18   8   10:30   13:15   2:85   132250   132255   55   RM   14-8   10/31/18   8   10:30   13:15   2:85   132250   132255   55   RM   14-8   10/31/18   6   17:00   18:50   1:50   132269   323269   64   RM   14-8   10/31/18   6   17:00   18:50   1:50   132269   32319   50   PR   14-8   10/31/18   6   23:15   25:00   1:85   132343   32397   54   BC   14-8   11/01/18   6   23:15   25:00   1:85   132343   32397   54   BC   14-8   11/01/18   6   18:00   18:50   50   132588   132607   19   BC   14-8   11/02/18   6   18:00   18:50   50   132588   132607   19   BC   14-8   11/02/18   2   19:15   19:50   35   132655   132455   132455   40   CD   14-8   11/02/18   2   19:15   19:50   35   132607   132618   11   BC   14-8   11/02/18   2   19:15   19:50   35   132657   132618   11   BC   14-8   11/02/18   2   19:15   19:50   35   132607   132618   11   BC   14-8   11/02/18   3   13:15   15:30   2:15   132551   132588   57   RM   14-8   11/02/18   3   13:15   15:30   2:15   132531   32531   56   RM   14-8   11/02/18   3   13:15   15:30   2:15   132666   48   BC   14-8   11/02/18   4   10:00   2:00   13:30   13:3266   48   BC   14-8   11/02/18   5   13:15   15:30   2:15   13:2531   3:2588   57   RM   14-8   11/02/18   6   13:30   13:15   13:50   2:20   13:2791   51   RM   14-8   11/02/18   6   13:30   1										
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14-8         10/31/18         6         23:15         25:00         1:85         132343         132397         54         BC           14-8         11/01/18         5         3:04         4:00         96         132397         132425         28         CD           14-8         11/01/18         8         4:25         6:00         1:75         132425         132465         40         CD           14-8         11/02/18         6         18:00         18:50         50         132588         132607         19         BC           14-8         11/02/18         2         19:15         19:50         35         132607         132618         11         BC           14-8         11/02/18         2         19:15         19:50         35         132607         132618         11         BC           14-8         11/02/18         8         20:00         2:00         2:30         132618         11         BC           14-8         11/02/18         6         10:30         13:15         2:85         132475         132531         56         RM           14-8         11/02/18         6         10:30         13:15         2:85										
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14-8         11/02/18         2         19:15         19:50         35         132607         132618         11         BC           14-8         11/02/18         8         20:00         22:00         2:00         132618         132666         48         BC           14-8         11/02/18         2         10:00         10:30         30         132465         132475         10         RM           14-8         11/02/18         6         10:30         13:15         2:85         132475         132531         56         RM           14-8         11/02/18         9         13:15         15:30         2:15         132531         132588         57         RM           14-8         11/03/18         6         18:00         18:40         40         132666         132683         17         BC           14-8         11/03/18         6         22:25         24:10         1:85         132683         137         BC           14-8         11/04/18         4         1:00         2:00         1:00         132740         57         BC           14-8         11/04/18         7         4:00         6:20         2:20         132791 <td>14-8</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>	14-8									
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14-8       11/04/18       7       4:00       6:20       2:20       132791       132840       49       RM         14-8       11/05/18       8       10:38       12:56       2:18       132928       132962       34       JB         14-8       11/05/18       8       12:56       15:30       2:74       132962       133024       62       JB         14-8       11/05/18       5       17:15       19:00       1:85       133024       133073       49       PR         14-8       11/05/18       8       3:50       6:30       2:80       132840       132921       81       RM         14-8       11/05/18       1       10:20       10:38       18       132921       132928       7       JB         14-8       11/06/18       2       3:05       3:40       35       133132       133155       23       CD         14-8       11/06/18       10       4:20       6:00       1:80       133155       133197       42       CD         14-8       11/06/18       2       10:00       10:30       30       133197       133209       12       RM         14-8       11/06/18 <td>14-8</td> <td>11/04/18</td> <td>4</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>	14-8	11/04/18	4							
14-8       11/05/18       8       10:38       12:56       2:18       132928       132962       34       JB         14-8       11/05/18       8       12:56       15:30       2:74       132962       133024       62       JB         14-8       11/05/18       5       17:15       19:00       1:85       133024       133073       49       PR         14-8       11/05/18       8       3:50       6:30       2:80       132840       132921       81       RM         14-8       11/05/18       1       10:20       10:38       18       132921       132928       7       JB         14-8       11/06/18       2       3:05       3:40       35       133132       133155       23       CD         14-8       11/06/18       10       4:20       6:00       1:80       133155       133197       42       CD         14-8       11/06/18       2       10:00       10:30       30       133197       133209       12       RM         14-8       11/06/18       7       10:30       13:10       2:80       133209       133267       58       RM         14-8       11/06/18<	14-8	11/04/18	7	4:00						
14-8       11/05/18       8       12:56       15:30       2:74       132962       133024       62       JB         14-8       11/05/18       5       17:15       19:00       1:85       133024       133073       49       PR         14-8       11/05/18       8       3:50       6:30       2:80       132840       132921       81       RM         14-8       11/05/18       1       10:20       10:38       18       132921       132928       7       JB         14-8       11/06/18       2       3:05       3:40       35       133132       133155       23       CD         14-8       11/06/18       10       4:20       6:00       1:80       133155       133197       42       CD         14-8       11/06/18       2       10:00       10:30       30       133197       133209       12       RM         14-8       11/06/18       7       10:30       13:10       2:80       133209       133267       58       RM         14-8       11/06/18       12       13:10       15:30       2:20       133267       133330       63       RM         14-8       11/06/18	14-8	11/05/18	8	10:38						
14-8       11/05/18       5       17:15       19:00       1:85       133024       133073       49       PR         14-8       11/05/18       8       3:50       6:30       2:80       132840       132921       81       RM         14-8       11/05/18       1       10:20       10:38       18       132921       132928       7       JB         14-8       11/06/18       2       3:05       3:40       35       133132       133155       23       CD         14-8       11/06/18       10       4:20       6:00       1:80       133155       133197       42       CD         14-8       11/06/18       2       10:00       10:30       30       133197       133209       12       RM         14-8       11/06/18       7       10:30       13:10       2:80       133209       133267       58       RM         14-8       11/06/18       12       13:10       15:30       2:20       133267       133330       63       RM         14-8       11/06/18       7       17:30       19:10       1:80       133330       133353       23       LG         14-8       11/06/18	14-8	11/05/18	8							
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14-8       11/05/18       1       10:20       10:38       18       132921       132928       7       JB         14-8       11/06/18       2       3:05       3:40       35       133132       133155       23       CD         14-8       11/06/18       10       4:20       6:00       1:80       133155       133197       42       CD         14-8       11/06/18       2       10:00       10:30       30       133197       133209       12       RM         14-8       11/06/18       7       10:30       13:10       2:80       133209       133267       58       RM         14-8       11/06/18       12       13:10       15:30       2:20       133267       133330       63       RM         14-8       11/06/18       7       17:30       19:10       1:80       133330       133353       23       LG         14-8       11/06/18       6       19:10       21:50       2:40       133353       133405       52       LG	14-8	11/05/18	8	3:50						
14-8       11/06/18       2       3:05       3:40       35       133132       133155       23       CD         14-8       11/06/18       10       4:20       6:00       1:80       133155       133197       42       CD         14-8       11/06/18       2       10:00       10:30       30       133197       133209       12       RM         14-8       11/06/18       7       10:30       13:10       2:80       133209       133267       58       RM         14-8       11/06/18       12       13:10       15:30       2:20       133267       133330       63       RM         14-8       11/06/18       7       17:30       19:10       1:80       133330       133353       23       LG         14-8       11/06/18       6       19:10       21:50       2:40       133353       133405       52       LG	14-8	11/05/18	1							
14-8       11/06/18       10       4:20       6:00       1:80       133155       133197       42       CD         14-8       11/06/18       2       10:00       10:30       30       133197       133209       12       RM         14-8       11/06/18       7       10:30       13:10       2:80       133209       133267       58       RM         14-8       11/06/18       12       13:10       15:30       2:20       133267       133330       63       RM         14-8       11/06/18       7       17:30       19:10       1:80       133330       133353       23       LG         14-8       11/06/18       6       19:10       21:50       2:40       133353       133405       52       LG	14-8	11/06/18								
14-8     11/06/18     2     10:00     10:30     30     133197     133209     12     RM       14-8     11/06/18     7     10:30     13:10     2:80     133209     133267     58     RM       14-8     11/06/18     12     13:10     15:30     2:20     133267     133330     63     RM       14-8     11/06/18     7     17:30     19:10     1:80     133330     133353     23     LG       14-8     11/06/18     6     19:10     21:50     2:40     133353     133405     52     LG	14-8	11/06/18								
14-8     11/06/18     7     10:30     13:10     2:80     133209     133267     58     RM       14-8     11/06/18     12     13:10     15:30     2:20     133267     133330     63     RM       14-8     11/06/18     7     17:30     19:10     1:80     133330     133353     23     LG       14-8     11/06/18     6     19:10     21:50     2:40     133353     133405     52     LG	14-8	11/06/18								
14-8     11/06/18     12     13:10     15:30     2:20     133267     133330     63     RM       14-8     11/06/18     7     17:30     19:10     1:80     133330     133353     23     LG       14-8     11/06/18     6     19:10     21:50     2:40     133353     133405     52     LG	14-8									
14-8 11/06/18 7 17:30 19:10 1:80 133330 133353 23 LG 14-8 11/06/18 6 19:10 21:50 2:40 133353 133405 52 LG	14-8	11/06/18								
14-8 11/06/18 6 19:10 21:50 2:40 133353 133405 52 LG	14-8									
14.0	14-8									
	14-8									

1									
Vehicle #	Date	# of Riders	Start	Time Stop Time	Total		Stop Odometer	Total (	Miles Driver Initials
14-8	11/07/18	10	4:20	6:05	1:85	133431	133475	4.4	CD
14-8	11/07/18	2	10:00	10:30	30			44	CD
14-8	11/07/18	7	10:30	13:15		133475	133485	10	RM
14-8	11/07/18	12	13:15		2:85	133485	133540	55	RM
14-8	11/07/18	7	17:30	15:30	2:15	133540	133604	64	RM
14-8	11/07/18	6		19:15	1:95	133604	133627	23	LG
14-8	11/07/18	6	19:15	21:50	2:35	133627	133679	52	LG
14-8	11/08/18	7	23:25	25:15	1:90	133679	133738	59	0Ģ
14-8			3:05	4:00	95	133738	133768	30	CD
14-8	11/08/18	8	4:20	6:05	1:85	133768	133813	45	CD
	11/08/18	8	10:30	13:15	2:85	133813	133862	49	RM
14-8	11/08/18	8	13:15	15:30	2:15	133862	133917	55	RM
14-8	11/08/18	5	17:00	18:55	1:55	133917	133961	44	LG
14-8	11/08/18	7	18:55	21:25	2:70	133961	134016	55	LG
14-8	11/09/18	6	20:00	22:00	2:00	134290	134343	53	PR
14-8	11/09/18	5	3:05	4:05	1:00	134016	134054	38	CD
14-8	11/09/18	8	4:40	6:05	1:65	134054	134093	39	CD
14-8	11/09/18	2	10:00	10:35	35	134093	134113	20	RM
14-8	11/09/18	7	10:35	13:15	2:80	134113	134164	51	RM
14-8	11/09/18	7	13:15	15:40	2:25	134164	134225	61	PR
14-8	11/09/18	6	17.00	19:00	2:00	134225	134275	50	PR
14-8	11/09/18	2	19:00	20:00	1:00	134275	134290	15	PR
14-8	11/10/18	5	17:30	18:35	1:05	134343	134366	23	0G
14-8	11/10/18	6	22:10	24:05	1:95	134366	134417	51	OG
14-8	11/12/18	8	3:40	7:15	3:75	134422	134507	85	RM
14-8	11/12/18	1	10:15	10:37	22	134509	134515	6	JB
14-8	11/12/18	9	10:37	12:55	2:18	134515	134563	48	JB
14-8	11/12/18	7	12:55	15:30	2:75	134563	134611	48	JB
14-8	11/12/18	4	17:15	19:10	1:95	134611	134662	51	PR
14-8	11/12/18	1	19:15	19:30	15	134662	134669	7	PR
14-8	11/13/18	4	3:03	3:45	42	134669	134692	23	CD
14-8	11/13/18	9	4:20	6:00	1:80	134692	134733	41	CD
14-8	11/13/18	2	10:00	10:30	30	134733	134745	12	RM
14-8	11/13/18	8	10:30	13:15	2:85	134745	134801	56	RM
14-8	11/13/18	11	13:15	15:30	2:15	134801	134862	61	RM
	11/13/18	3	17:20	19:00	1:80	134862	134908	46	
	11/13/18	4	19:00	20:30	1:30	134908	134933		PR
	11/13/18	4	22:10	23:40	1:30	134933	134979	25 46	PR
	11/13/18	5	3:03	3:50	47	134979		46	BC
	11/13/18	9	4:20	6:00	1:80	135006	135006	27	CD
	11/14/18	2	10:00	10:30	30		135049	43	CD
	11/14/18	8	10:30	13:15		135049	135059	10	RM
	11/14/18	11	13:15	15:30	2:85	135059	135115	56	RM
	11/14/18	5	17:00		2:15	135115	135179	64	RM
	11/14/18	4		19:00	2:00	135179	135229	50	PŘ
	11/15/18		19:00	20:25	1:25	135229	135255	26	PR
		6	3:03	3:50	47	135255	135285	30	CD
	11/15/18	8	4:20	6:00	1:80	135285	135324	39	CD
	11/16/18	2	10:00	10:30	30	135326	135340	14	RM
	11/16/18	8	10:30	12:45	2:15	135340	135387	47	RM
	11/16/18	10	13:00	15:20	2:20	135387	135450	63	PR
	11/16/18	6	17:00	18:50	1:50	135450	135501	51	PR
	11/16/18	3	19:00	20:00	1:00	135501	135517	16	PR
14-8	11/16/18	7	20:00	22:10	2:10	135517	135568	51	PR

Vehicle {	# Date	# of Rid	ers Start	Time Stop Time	Total		Stop Odometer	Total	Miles Oriver Initials
14-8	11/17/18	7	17:30	18:45	1:15	135568	135592	24	ВС
14-8	11/17/18	6	23:10	25:05	1:95	135592	135649	57	BC
14-8	11/18/18	6	1:50	3:00	1:50	135649	135693	44	RM
14-8	11/18/18	7	4:00	6:15	2:15	135693	135742	49	RM
14-8	11/18/18	7	11:00	17:00	6:00	135742	135766	24	BC
14-8	11/18/18	7	20:50	22:15	1:65	135766	135812	46	BC BC
14-8	11/19/18	8	3:45	6:20	2:75	135812	135870	58	RM
14-8	11/19/18	1	10:20	10:40	20	135870	135877	7	JB
14-8	11/19/18	9	10:40	12:56	2:16	135877	135926	49	JB
14-8	11/19/18	7	12:55	15::30	2:74	135926	135981	55	JB
14-8	11/19/18	7	17:00	19-00	2:00	135981	136034	53	PR
14-9	11/19/18	2	19:00	20::00	1:00	136034	136052	18	PR
14-8	11/20/18	7	3:05	3:55	50	136052	136078	26	CD
14-8	11/20/18	10	4:20	6:00	1:80	136078	136121	43	CD
14-8	11/20/18	2	10:00	10:30	30	136121	136131	10	RM
14-8	11/20/18	7	10:30	13:15	2:85	136131	136195	64	RM
14-8	11/20/18	12	13:15	15:30	2:15	136195	136261	66	RM
14-8	11/20/18	6	17:00	19:00	2:00	136261	136313	52	PR
14-8	11/20/18	4	19:00	20:30	1:30	136313	136338	25	PR
14-8	11/20/18	6	22:05	24:00	1:95	136338	136397	59	OG
14-8	11/21/18	6	17:00	19:00	2:00	136602	136653	51	PR
14-8	11/21/18	4	19:00	20:20	1:20	136653	136578	25	PR
14-8	11/21/18	6	22:30	24:15	1:85	136678	136731	53	BC
14-8	11/21/18	6	3:06	3:55	49	136397	136426	29	CD
14-8	11/21/18	10	4:15	6:00	1:85	136426	136471	45	CD
14-8	11/21/18	2	10:00	10:30	30	136479	136490	11	RM
14-8	11/21/18	7	10;30	13:15	2:85	136490	136536	46	RM
14-8	11/21/18	12	13:15	15:35	2:20	136536	136602	66	RM.
14-8	11/22/18	8	30	2:00	1:70	136731	136782	51	0G
14-8	11/22/18	6	18:05	19:00	95	136782	136804	22	0G
14-8	11/23/18	6	20:25	22:05	1:80	136804	136863	59	0G
14-8	11/23/18	6	23:35	25:00	1:65	136863	136909	45	0G
14-8	11/24/18	5	17:35	18:35	1:00	136909	136932	23	CG =
14-8	11/25/18	6	5	1:45	1:40	136932	136983	51	OG
14-8	11/26/18	8	3:30	6:15	2:85	136983	137045	62	RM
14-8	11/26/18	1	10:20	10:35	15	137045	137051	6	JB
14-8	11/26/18	9	10:35	12:59	2:24	137051	137100	49	JB
14-8	11/26/18	8	12:59	15:30	2:71	137100	137156	56	JB
14-8	11/26/18	5	17:00	19:00	2:00	137156	137204	48	PR
14-8	11/26/18	2	19:00	20:10	1:10	137204	137221	17	PR
	11/27/18	5	3:06	3:50	44	137221	137246	25	CD
	11/27/18	9	4:20	6:05	1:85	137246	137288	42	CD
	11/27/18	2	10:00	10:30	30	137288	137298	10	RM
	11/27/18	8	10:30	13:15	2:85	137298	137360	62	RM
	11/27/18	11	13:15	15:30	2:15	137360	137421	61	RM
	11/27/18	5	17:00	19:00	2:00	137421	137469	48	PR
	11/27/18	4	19:00	20:30	1:30	137469	137494	25	PR
	11/27/18	6	22:10	24:15	2:05	137495	137555	60	BC
	11/28/18	5	3:00	4:00	1:00	137556	137593	37	RM
	11/28/18	10	4:00	6:10	2:10	137593	137639	46	RM
	11/28/18	2	10:00	10:30	30		137649	10	RM
14-8	11/28/18	8	10:30	13:15	2:85		137710	61	RM

Vehicle #	<sup>4</sup> Date	# of	Riders Star	t Time Stop Time	Total		Stop Odometer	Total Miles	Driver Initials
14-8	11/28/18	12	13:19	15:30	2:15	137710	137771	61	RM
14-8	11/28/18	4	17:00		2:00	137771	137818	47	PR
14-8	11/28/18	4	19:00		1:20	137818	137843	25	PR
14-8	11/28/18	6	22:4		1:95	137843	137905	62	BC
14-8	11/29/18	5	3:0		1:00	137905	137935	30	RM
14-8	11/29/18	9	- 4:C	6:10 -	2:10	137935	137975	40	RM
14-8	11/30/18	6	3:00		55	137976	138004	28	RM
14-8	11/30/18	8	4:00	6:25	2:25	138004	138056	52	RM
14-8	11/30/18	6	18:00	19:00	1:00	138056	138078	22	0G
14-8	11/30/18	6	22:55	24:45	1:90	138078	138137	59	OG
14-8	12/01/18	6	2:45	4:00	1:55	138138	138169	31	RM
14-8	12/01/18	6	4:30	6:15	1:85	138169	138205	36	RM
14-8	12/01/18	6	17:50	18:50	1:00	138212	138227	15	BC
14-8	12/01/18	5	20:40	25:10	4:70	138227	138287	60	BC
14-8	12/03/18	1	10:10		20	138287	138292	5	JB
14-8	12/03/18	8	10:30		2:85	138292	138341	49	JB
14-8	12/03/18	7	13:15		2:15	138341	138395	54	JB
14-8	12/03/18	5	17:05		1:95	138395	138444	49	PR
14-8	12/03/18	2	19:00		1:30	138444	138466	22	PR
14-8	12/04/18	5	3:13		42	138466	138497	<sup>18</sup> 31	CD
14-8	12/04/18	10	4:15		1:90	138497	138540	43	CD
14-8	12/04/18	2	10:00	10:30	30	138540	138550	10	RM
14-8	12/04/18	8	10:30	13:15	2:85	138550	138611	61	RM
14-8	12/04/18	12	13:15	15:30	2:15	138611	138676	65	RM
14-8	12/04/18	7	17:00	19:00	2:00	138676	138727	51	PR
14-8	12/04/18	4	19:00	20:30	1:30	138727	138752	25	PR
14-8	12/05/18	6	3:09	4:00	91	138752	138783		CD
14-8	12/05/18	9	4:20	6:05	1:85	138783	138825		CD
14-8 14-8	12/05/18	2	10:00	10:30	30	138825	138835		RM
14-8	12/05/18	8	10:30	13:15	2:85	138835	138891		RM
14-8	12/05/18 12/05/18	12	13:15	15:30	2:15	138891	138952		RM
14-8	12/05/18	7 4	17:00	19:00	2:00	138952	139003		PR
14-8	12/05/18	6	19:00 17:00	21:00	2:00	139003	139039		PR
14-8	12/06/18	1		19:10	2:10	139039	139089		PR
14-8	12/06/18	5	19:30 20:00	20:00	70	139089	139099		PR
14-8	12/07/18	5	18:05	21:36	1:36	139099	139146		PR
14-8	12/07/18	6	22:30	19:00 24:20	95	139146	139167		OG
14-8	12/08/18	1	10:00	10:30	1:90	139167	139232		0G
14-8	12/08/18	8	10:30	13:00	30	139232	139239		CD
14-8	12/03/18	8	13:00	14:05	2:70 1:05	139239	139291		CD
14-8	12/08/18	1	14:20	15:00	80	139291	139318		CD
14-8	12/08/18	4	17:35	18:20	85	138318	139336		CD
14-8	12/08/18	6	21:15	23:10	1:95	139336 139357	139357		0G
14-8	12/09/18	5	1:45	3:05	1:60	139409	139409		OG
14-8	12/09/18	7	4:00	6:15	2:15	139409	139450 139511		RM DM
	12/10/18	8	3:40	6:15	2:75	139440	139567		RM RM
14 -8	12/10/18	9	10:45	13:05	2:60	139567	139616		
	12/10/18	9	13:05	15:33	2:28	139616	139683		JB JB
	12/10/18	4	17:20	18:50	1:30	139683	139732		JB PR
	12/10/18	2	19:00	20:10	1:10	139732	139749		PR PR
	12/10/18	5	23:35	25:00	1:65	139749	139805		og Og
				· <del>• •</del>		202172	203000	00	ou .

Vehicle #	Date	# of Riders	Start	Time Stop Time	Total		Stop Odometer	Total Mi	les Driver Initials
14-8	12/11/18	4	3:09	3:40	31	139805	139817	12	CD
14-8	12/11/18	8	4:15	6:10	1:95	139817	139877	60	CD
14-8	12/11/18	2	10:00	10:30	30	139877	139888	11	RM:
14-8	12/11/18	8	10:30	13:15	2:85	139888	139950	62	RM
14-8	12/11/18	10	13:15	15:30	2:15	139950	140014	64	RM
14-8	12/11/18	6	17:00	18:50	1:50	140014	140072	58	PR
14-8	12/11/18	4	19:00	20:35	1:35	140072	140097	25	PR
14-8	12/12/18	5	3:08	3:45	37	140098	140123	25	CD
14-8	12/12/18	9	4:20	6:00	1:80	140123	140165	42	CD
14-8	12/12/18	2	10:00	10:30	30	140165	140175	10	RM
14-8	12/12/18	8	10:30	13:15	2:85	140175	140238	63	RM
14-8	12/12/18	11	13:15	15:30	2:15	140238	140291	53	RM
14-8	12/12/18	6	17:00	19:00	2:00	140291	140341	50	PR
14-8	12/12/18	4	19:00	20:20	1:20	140341	140365	24	PR
14-8	12/12/18	6	20	1:50	1:30	140365	140421	56	OG
14-8	12/13/18	8	10:30	13:05	2:75	140421	140474	53	RM
14-8	12/13/18	8	13:05	15:30	2:25	140474	140536	62	RM
14-8	12/13/18	2	10:C0	10:30	30	140536	140550	14	RM
14-8	12/14/18	8	10:30	12:5C	2:20	140550	140606	56	RM
14-8	12/14/18	6	17:55	19:00	1:45	140606	140629	23	0G
14-8	12/14/18	á	23:00	25:00	2:00	140629	140705	76	OG OG
14-8	12/15/18	6	17:50	18:45	95	140705	140727	22	BC
14-8	12/15/18	6	21:50	23:50	2:00	140727	140787	60	BC BC
14-8	12/16/18	5	1:45	3:05	1:60	140787	140830	43	RM
14-8	12/16/18	5	4:10	6:00	1:90	140830	140876	46	RM
14-8	12/17/18	9	3:45	6:15	2:70	140876	140935	59	RM
14-8	12/17/18	1	10:15	10:30	15	140935	140941	6	JB
14-8	12/17/18	8	10:30	12:50	2:20	140941	140989	48	J8
14-8	12/17/18	10	12:50	15:33	2:83	140989	141057	68	JB
14-8	12/17/18	4	17:00	18:50	1:50	141057	141105	48	PR
14-8	12/17/18	2	19:00	20:15	1:15	141105	141122	17	PR
	12/18/18	4	3:08	3:25	17	141122	141131	9	CD
14-8	12/18/18	10	4:15	6:00	1:85	141131	141187	56	CD
	12/18/18	2	10:00	10:30	30	141187	141199	12	RM
	12/18/18	8	10:30	13:15	2:85	141199	141262	63	RM
	12/18/18	12	13:15	15:30	2:15	141262	141315	53	RM
	12/18/18	5	17:00	18:55	1:55	141315	141366	51	PR
	12/18/18	4	19:00	20:15	1:15	141366	141390	24	PR
	12/18/18	6	22:45		10:30	141390	141445	55	OG
	12/19/18	4	3:04	3:45	41	141445	141466	21	CD
	12/19/18	9	4:15	6:00	1:85	141445	141510	44	CD
	12/19/18	2	10:00	10:30	30	141510	141520	10	RM
	12/19/18	8	10:30	13:15	2:85	141520	141573	53	RM
	12/19/18	11	13:15	15:30	2:15	141573			
	12/19/18	6	17:15	19:00	1:85	141639	141639 141689	66 50	RM PR
	12/19/18	4	19:00	20:20	1:20	141689			
	12/20/18	6	3:08	3:55	47		141713	24	PR
	12/20/18	9	4:20	6:00	1:80	141713	141737	24	CD
	12/20/18	8	10:30	13:15		141737	141782	45	CD
	12/20/18		13:15	15:15	2:85	141782	141847	65	RM
	12/21/18		17:55	18:55	2:15	141847	141908	61	RM
	12/21/18	6			1:00	141908	141930	22	OG
14-0	16/21/10	U	23:75	13:10	10.65	141930	141990	60	OG

Vehicle #	Date	# of	Riders	Start	Time Stop Tim	me Total		Stop -	Total	Miles Driver Initials
14-8	12/22/18	5		17:35	18:25	90	141990	142011	21	0G
14-8	12/23/18	7			1:30	1:30	142011	142067	56	OG
14-8	12/23/18	6		1:50	3:00	1:50	142067	142128	61	RM
14-8	12/23/18	7		4:00	6:30	2:30	142128	142164	36	RM
14-8	12/23/18	8		15:15	17:10	1:95	142164	142224	60	OG
14-8	12/23/18	6		20:30	22:15	1:85	142224	142281	57	OG
14-8	12/23/18	8		3:45	6:15	2:70	142281	142348	67	RM
14-8	12/24/18	6		10:45	12:50	2:05	142348	142391	43	JB
14-8	12/24/18	9		12:50	15:30	2:80	142391	142453	62	JB
14-8	12/25/18	6		10:30	13:20	2:90	142453	142505	52	RM
14-8	12/25/18	7		13:20	15:15	1:95	142505	142561	56	RM
14-8	12/26/18	10		3:55	6:00	2:45	142561	142614	53	CD
14-8	12/26/18	2		10:00	10:30	30	142614	142625	11	RM
14-8	12/26/18	6		10:30	13:15	2:85	142625	142689	64	RM
14-8	12/26/18	11		13:15	15:30	2:15	142689	142731	42	RM
14-8	12/25/18	5		17:15	19:05	1:90	142731	142786	55	OG
14-8	12/26/18	5		23:45	13:20	10:25	142786	142837	51	OG
14-8	12/27/18	6		3:09	3:55	46	142837	142862	25	CD
14-8	12/27/18	8		4:20	6:00	1:80	142862	142901	39	CD
14-8	12/27/18	7		10:30	13:15	2:85	142901	142965	64	RM
14-8	12/27/18	7		13:15	15:30	2:15	142965	143006	41	RM
14-8	12/28/18	2		10:00	10:30	30	143006	143017	11	RM
14-8	12/28/18	5		10:30	13:15	2:85	143017	143080	63	RM
14-8	12/28/18	7		13:15	15:30	2:15	143080	143128	48	RM
14-8	12/28/18	5		22:40	12:25	10:15	143128	143185	57	0G
14-8	12/29/18	1		25	1:00	75	143185	143207	22	QG
14-8	12/29/18	5		17:50	18:50	1:00	143207	143229	22	BC
14-8	12/29/18	5		22:00	23:25	1:25	143229	143279	50	BC
14-8	12/30/18	5		1:45	3:10	1:65	143279	143313	34	RM
14-8	12/30/18	6		4:10	6:15	2:05	143313	143374	61	RM
14-8	12/30/18	7		14:40	17:00	2:60	143374	143428	.54	BC
14-8	12/30/18	6		20:30	21:50	1:20	143429	143470	41	BC
14-8	12/31/18	8		3:45	6:15	2:70	143470	143527	57	RM
14-8	12/31/18	1		10:15	10:33	18	143527	143533	6	JB
14-8	12/31/18	9		10:33	12:57	2:24	143533	143581	48	JB
14-8	12/31/18	9		12:57	15:18	2:61	143581	143648	67	JB
14-8	12/31/18	4		17:20	19:00	1:80	143648	143694	46	PR
14-8	12/31/18	2		19:00	19:45	45	143694	143713	19	PR
14-8	12/31/18	4		21:25	22:50	1:25	143713	143765	52	0G
14-8	12/31/18	3		23:40	12:40	11:00	143765	143802	37	0G
15-17 15-17	10/01/18	6		17:30	19:00	1:70	170441	170480	39	LG
	10/01/18	5		19:00	21:45	2:45	170450	170531	81	LG
15-17	10/02/18	9		17:30	19:15	1:85	170531	170556	25	LG
15-17	10/02/18	5		9:15	22:00	2:85	170556	170601	45	LG
15-17	10/03/18	9		17:30	19:10	1:80	170601	170635	34	LG
	10/03/18	7		19:10	22:15	3:05	170635	170655	20	LG
	10/04/18	8		7:00	19:00	2:00	170655	170744	89	LG
	10/04/18	7		.9:00	21:30	2:30	170744	170794	50	LG
	10/05/18	В		3:05	4:10	1:05	170794	170835	41	CD
	10/05/18	8		4:40	6:00	1:60	170835	170875	40	CD
	10/05/18	1		0:10	10:35	25	170875	170889	14	RM
15-17	10/05/18	7	1	.0:35	13:15	2:80	170889	170949	60	RM

1/11/19 13:07:51 UADCPFK JANET

Vehicle #	Cate	∦ of Riders	Start Tim	e Stop Time	Totai	Time Start Odometer	Stop Odometer	Total Miles	Driver Initials
15-17	10/05/18	7	13:15	15:30	2:15	170949	171008	59	RM
15-17	10/05/18	5	17:25	19:05	1:80	171008	171062	54	CG
15-17	10/05/18	1	19:10	19:25	15	171062	171068	6	0G
15-17	10/05/18	6	22:25	24:10	1:85	171068	171121	53	ВĈ
15-17	10/06/18	8	4:15	5:08	1:93	171121	171167	46	CD
15-17	10/06/18	7	11:00	13 00	2:00	171167	171224	57	LG
15 - 17	10/06/18	9	13:00	15:30	2:30	171224	171267	43	LG
15-17	10/06/18	8	16:30	21:25	4:95	171267	171371	104	LG
15-17	10/07/18	-	8:45	10:45	2:00	171371	171382	11	LG
15-17	10/07/18	7	11:00	12:45	1:45	171382	171421	39	LG
15-17	10/09/18	7	12:45	15:15	2:70		171478	57	LG
15-17	10/09/18	8	18:00	20:30	2:30		171531	53	LG
15-17	10/09/18	6	17:30	19:00	1:70		171553	22	LG
15-17	10/09/18	7	19:00	21:00	2:00		171604	51	LG
15-17	10/09/18	8	17:30	19:15	1:85		171627	23	LG
15-17	10/09/18	8	19:15	22:05	2:90		171687	60	LG
15-17	10/10/18	7	10:30	13:09	2:79		171754	67	NN
15-17	10/10/18	11	13:09	15:32	2:23		171822	68	J8
15-17	10/10/18	è	17:30	19:15	1:85		171848	26	LG
15-17	10/10/18	5	19:15	21:45	2:30		171900	52	LG
15-17	10/12/18	5	3:05	4:00	95		171939	39	CD
15-17	10/12/18	6	4:40	6:00	1:60		1.71979	40	CD
15 - 17	10/12/18	2	10:00	10:30	30		171989	10	RM
15-17	10/12/18	6	10:30	13:15	2:85		172049	60	RM
15-17	10/12/18	8	13:15	15:30	2:15		172114	65	RM
15-17	10/12/18	4	17:25	19:00	1:75		172166	52	OG
15-17	10/12/18	2	19:15	19:50	35		172181	15	0G
15-17	10/12/18	6	3:25	4:05	80		172211	30	CD
15-17	10/12/18	8	4:55	6:00	1:45		172240	29	CD
15-17	10/13/18	8	17:25	18:40	1:15		172267	27	OG
15-17	10/13/18	6	22:00	23:50	1:50		172330	63 35	CG RM
15-17	10/14/18	6	1:45	3:00	1:55		172365 172425	60	RM
15-17	10/14/18	6 6	4:30	6:30 18:55	2:00 55		172425	25	OG
15-17	10/15/18	5	18:00 23:40	25:15	1:75		172507	57	OG
15-17	10/15/18 10/16/18	8	18:05	19:15	1:10		172534	27	BC
15-17 15-17	10/16/18	6	20:00	24:00	4:00		172588	54	BC
15-17	10/17/18	9	18:00	19:05	1:05		172616	28	OG
15-17	10/17/18	6	22:45	24:40	1:95		172680	64	0G
15-17	10/17/18	5	17:50	19:10	1:50		172725	45	BC
15-17	10/19/18	5	3:02	3:50	48		172760	35	CD
15-17	10/19/18	8	4:40	6:00	1:60		172801	41	CD
15-17	10/19/18	2	10:00	10:30	30		172811	10	RM
15-17	10/19/18	8	10:30	13:15	2:85		172870	59	RM
15-17	10/19/18	8	13:15	15:30	2:15		172930	60	RM
15-17	10/19/18	5	17:20	19 05 -	1:85		172982	52	CG
15-17	10/19/18	2	19:10	19:40	30		172994	12	CG
15-17	10/19/18	5	22:15	23:50	1:35		173031	37	BC BC
15-17	10/20/18	7	3:04	3:55	51		173062	31	CD
15-17	10/20/18	8	4:55	6:00	1:45		173090	28	CD
15-17	10/20/18	3	17:00	19:00	2:00		173140	50	PR
15-17	10/20/18	9	19:00	21.45	2:45		173201	61	PR

State NE From 10/01/18 Thru 12/31/18

Vehicle	# Date	# af	Riders Start	Time Stop Time	e Total	Time		Stop Odometer	Total	Miles Driver Initials
15-17	10/21/18	2	9;45	10:00	55		173201	173213	12	1.0
15-17	10/21/18	7	11:00	12:45	1:45		173213	173255	42	LG
15-17	10/21/18	6	12:45	15:30	2:85		173255	173310	55	LG LG
15-17	10/21/18	9	18:00	21:15	3:15		173310	173385	75	LG
15-17	10/21/18	6	17:30	19:05	1:75		173385	173406	21	LG
15-17	10/22/18	8	19:05	21:45	2:40		173406	173456	50	LG
15-17	10/22/18	4	23:15	24:20	1:05		173456	173481	25	ac
15-17	10/23/18	8	17:30	19:20	1:90		173481	173506	25	LG
15-17	10/23/18	6	19:20	22:15	2:95		173506	173559	53	LG
15-17	10/24/18	8	17:30	19:19	1:89		173559	173584	25	LG
15-17	10/24/18	6	19:19	21:50	2:31		173584	173629	45	LG
15-17	10/24/18	5	23:40	24:55	1:15		173629	173667	38	BC
15-17	10/25/18	6	17:00	18:50	1:50		173667	173712	45	LG
15-17	10/25/18	7	18:50	21:45	2:95		173712	173773	61	LG
15 - 17	10/26/18	8	4:40	6:10	1:70		173808	173862	54	CD
15-17	10/26/18	5	17:25	19:05	1:80		173862	173917	55	0G
15-17	10/26/18	2	19:15	19:45	30		173917	173928	11	0G
15-17	10/26/18	8	20:10	22:00	1:90		173928	173982	54	0G
15-17	10/26/18	6	3:30	4:20	90		173773	173808	35	CD
15-17	10/27/18	5	3:03	3:45	42		173982	174007	25	CD
15-17	10/27/18	8	5:00	5:55	55		174007	174032	25	CD
15-17	10/27/18	1	9:45	10:35	90		174032	174040	8	LG
15-17	10/27/18	8	11:00	12:57	1:57		174040	174091	51	LG
15-17	10/27/18	9	12:57	15:30	2:73		174091	174130	39	LG
15-17	10/27/18	4	17:00	18:45	1:45		174130	174181	51	LG
15-17 15-17	10/27/18	9	18:45	21:50	3:05		174186	174242	56	LG
15-17	10/28/18	6	2:01	2:45	44		174242	174280	38	CD
15-17	10/28/18	6	4:45	6:00	1:55		174280	174312	32	CD
15-17	10/28/18	2	8:45	9:45	1:00		174312	174324	12	LG
15-17	10/28/18 10/29/18	10 3	11:00	15:30	4:30		174324	174468	144	LG
15-17	10/29/18		17:30	19:10	1:80		174468	174480	12	LG
15-17	10/23/18	6 8	19:10	21:55	2:45		174480	174534	54	LG
15-17	10/30/18	6	18:30 22:10	19:35	1:05		174534	174560	26	OG
15-17	10/31/18	7	17:30	23:50	1:40		174560	174618	58	BC
15-17	10/31/18	5	19:20	19:20 21:50	1:90		174618	174639	21	LG
15-17	11/01/18	8	10:30	13:15	2:30		174639	174689	50	LG
15-17	11/01/18	7	13:15	15:30	2:85		174689	174750	61	RM
15-17	11/01/18	7	17:00	19:05	2:15		174750	174809	59	RM
15-17	11/01/18	6	19:05	21:45	2:05 2:40		174809	174855	46	LG
15-17	11/02/18	7	3:06	4:10	1:04		174855	174913	58	LG
15-17	11/02/18	7	4:40	6:00	1:60		174913	174955	42	CO
15-17	11/02/18	5	17:25	19:05	1:80		174955	174995	40	CD
15-17	11/02/18	6	23:00	24:35	1:35		174995 175049	175049	54	OG
15-17	11/03/18	4	3:06	3:50	44			175109	60	OG
15-17	11/03/18	8	4:55	6:05	1:50		175109 175136	175136	27	CD
15-17	11/03/18	1	9:45	10:35	90		175136	175164	28	CD
15-17	11/03/18	6	10:35	13:00	2:65			175172	8	LG
15-17	11/03/18	9	13:00	15:15	2:15			175226 175270	54	LG LC
15-17	11/03/18	7	17:00	21:30	4:30			175270	44	LG
15-17	11/04/18	7	11:00	12:50	1:50			175426	114 42	LG
15-17	11/04/18	7	12:50	16:00	3:50			175482	42 56	LG
					9.90	-	110720	1/0402	20	LG

Vehicle	# Date	# of	Riders	Start	Time Stop Time	e Total		Stop Odometer	Total Mile	s Driver Initials
15-17	11/04/18	9		18:00	20:30	2:30	175482	175532	50	LG
15-17	11/05/18	4		17:30	19:05	1:75	175532	175553	21	LG
15-17	11/09/18	7		17:45	19:05	1:60	175594	175620	26	OG
15-17	11/09/18	5		22:40	24:15	1:75	175620	175680	60	0G
15-17	11/10/18	6		3:15	4:15	1:00	175680	175710	30	CD
15-17	11/10/18	8		4:55	6:00	1:45	175710	175738	28	CD
15-17	11/10/18	1		9:45	10:30	85	175738	175746	8	LG
15-17	11/10/18	7		11:00	12:55	1:55	175746	175796	50	LG
15-17	11/10/18	8		12:55	15:30	2:75	175796	175840	44	LG
15-17	11/10/18	7		17:00	18:45	1:45	175840	175893	53	LG
15-17	11/10/18	8		18:45	21:45	3:00	175893	175947	54	LG
15-17	11/11/18	5		2:00	3:00	1:00	175947	175997	50	RM
15-17	11/11/18	6		4:00	6:20	2:20	175997	176057	60	RM
15-17	11/11/18	2		8:45	9:55	1:10	176057	176069	12	LG
15-17	11/11/18	7		11:00	12:40	1:40	176069	176111	42	LG
15 - 17	11/11/18	6		12:40	15:15	2:75	176111	176171	60	LG
15-17	11/11/18	9		18:00	20:40	2:40	176171	176222	51	LG
15-17	11/12/18	5		17:30	21:25	3:95	176222	176297	75	LG
15-17	11/12/18	4		23:10	24:35	1:25	176297	176349	52	0G
15-17	11/12/18	4		17:30	19:10	1:80	176349	176373	24	LG
15-17	11/13/18	6		19:10	22:15	3:05	176373	176426	53	LG
15-17	11/14/18	7		17:30	19:10	1:80	176426	176449	23	LG
15-17	11/14/18	7		19:10	21:50	2:40	176449	176494	45	LG
15-17	11/14/18	6		23:35	25:15	1:80	176494	176547	53	BC
15-17	11/15/18	8		10:30	13:15	2:85	176547	176612	65	RM
15-17	11/15/18	8		13:15	15:30	2:15	176612	176666	54	RM
15 - 17	11/15/18	5		17:00	19:00	2:00	176666	176706	40	LG
15-17	11/15/18	7		19:00	21:50	2:50	176705	176763	57	LG
15-17	11/16/18	5		3:02	4:00	98	176763	176802	39	CD
15-17	11/16/18	8		4:40	6:00	1:60	176802	176842	40	CD
15-17	11/16/18	7		18:00	19:00	1:00	176842	176862	20	0G
15-17	11/16/18	1		20:05	20:35	30	176862	176887	25	0G
15-17	11/16/18	6		22:40	24:15	1:75	176887	176947	60	0G
15-17	11/17/18	6		3:03	3:55	52	176947	176976	29	CD
15-17	11/17/18	6		5:00	6:05	1:05	176976	177004	28	CD
15-17	11/17/18	1		9:45	11:00	1:55	177004	177011	7	LG
15-17 15-17	11/17/18	7		1:00	13:00	2:00	177011	177061	50	LG
15-17	11/17/18	9		3:00	15:30	2:30	177061	177104	43	LG
15-17	11/17/18	6		6:30	18:40	2:10	177104	177154	50	LG
	11/17/18	8		8:40	21:50	3:10	177154	177217	63	LG
15-17	11/18/18	2		8:45	10:00	1:55	177217	177229	12	ĿG
15-17	11/18/18	7		1:00	12:50	1:50	177229	177271		LG
15-17 15-17	11/18/18	7		2:50	15:30	2:80	177271	177329	58	LG
15-17	11/18/18	9		8:00	21:00	3:00	177329	177383		LG
15-17	11/19/18	5		7:30	19:10	1:80	177383	177403		LG
15-17	11/19/18	7		9:10	22:10	3:00	177403	177455		LG
15-17	11/19/18	5		2:55	24:45	1:90	177455	177505		BC
15-17	11/20/18	7		8:30	19:20	90	177505	177528		LG
15-17	11/20/18	5		9:20	21:55	2:35	177528	177582		LG
15-17	11/21/18	7		7:30	19:20	1:90	177582	177615		LG
15-17	11/21/18	4		9:20	22:00	2:80	177615	177665		LG
10-1/	11/22/18	6		4:00	6:00	2:00	177665	177711	46	CD

Vehicle #	F Date	# of Riders	Start Time	Stop Time	Total		Stop Odometer	Total Miles	Driver Initials
15-17	11/22/18	7	10:30	13:10	2:80	177711	177777	66	RM
15-17	11/22/18	5	13:10	15:30	2:20	177777	177827	50	RM
15-17	11/22/18	7	17:45	20:35	2:90	177827	177879	52	RM
15-17	11/23/18	1	10:00	10:15	15	177931	177940	9	RM
15-17	11/23/18	7	10:15	12:45	2:30	177940	177991	51	RM
15-17	11/23/18	8	12:45	15:30	2:85	177991	178058	67	PR
15-17	11/23/18	7	17:00	19:00	2:00	178058	178109	51	PR
15-17	11/23/18	8	19:00	21:24	2:24	178109	178165	56	PR
15-17	11/23/18	7	4:10	6:00	1:90	177879	177931	52	CD
15-17	11/24/18	7	4:30	6:00	1:70	178165	178209	44	CD
15-17	11/24/18	1	9:45	10:45	1:00	178209	178217	8	LG
15-17	11/24/18	8	11:00	13:00	2:00	178217	178272	55	LG
15-17	11/24/18	8	13:00	15:30	2:30	178272	178315	43	LG
15-17	11/24/18	7	16:30	18:45	2:15	178315	178368	53	LG
15-17	11/24/18	9	18:45	22:00	3:55	178368	178441	73	LG
15-17	11/25/18	5	1:45	3:00	1:55	178441	178469	28	RM
15-17	11/25/18	6	4:00	6:15	2:15	178469	178530	61	RM
15-17	11/25/18	2	9:05	10:00	95	178530	178542	12	RM
15-17	11/25/18	7	11:00	12:55	1:55	178542	178588	46	LG
15-17	11/25/18	5	12:55	15:15	2:60	178588	178643	55	LG
15-17	11/25/18	9	18:00	20:40	2:40	178643	178696	53	LG
15-17	11/26/18	6	17:30	19:10	1:80	178696	178717	21	LG
15-17	11/26/18	7	19:10	21:40	2:30	178717	178767	50	LG
15-17	11/27/18	6	17:30	19:10	1:80	178767	178787	20	LG
15-17	11/27/18	6	19:10	22:00	2:90	178787	178842	55	LG
15-17	11/28/18	7	17:30	19:20	1:90	178842	178864	22	LG
15-17	11/28/18	6	19:20	22:15	2:95	178864	178910	46	LG
15-17	11/29/18	8	10:35	13:15	2:80	178910	178976	66	RM
15-17	11/29/18	8	13:15	15:30	2:15	178976	179024	48	RM
15 - 17	11/29/18	5	17:00	19:25	2:25	179024	179103	79	LG
15-17	11/29/18	7	19:25	22:00	2:75	179103	179162	59	LG
15-17	11/30/18	2	10:00	10:30	30	179162	179175	13	RM
15 - 17	11/30/18	7	10:30	12:55	2:25	179175	179230	55	RM
15-17	11/30/18	10	13:00	15:20	2:20	179230	179293	63	PR
15-17	11/30/18	7	17:20	19:15	1:95	179293	179344	51	PR
15-17	11/30/18	2	19:20	20:10	90	179344	179361	17	PR
15-17	11/30/18	6	20:15	22:00	1:85	179361	179402	41	PR
15-17	12/01/18	1	9:45	10:40	95	179402	179410	8	LG
15-17	12/01/18	8	11:00	15:30	4:30	179410	179507	97	LG
15-17	12/01/18	7	16:45	18:35	1:90	179507	179561	54	LG
15 - 17	12/01/18	8	18:35	22:00	3:65	179561	179627	66	LG
15-17	12/02/18	7	8:45	12:55	4:10	179627	179672	45	LG
15-17	12/02/18	5	12:55	15:15	2:60	179672	179730	58	LG
15-17	12/02/18	7	18:00	23:10	5:10	179730	179780	50	LG
15-17	12/03/18	7	15:45	18:15	2:70	179780	179839	59	RM LC
15-17	12/03/18	5	17:30	19:25	1:95	179839	179863	24	LG
15-17	12/03/18	8	19:25	22:10	2:85	179843	179922	79	LG
15-17	12/04/18	5	17:30	19:15	1:85	179922	179940	18	LG
15-17	12/04/18	6	19:15	22:15	3:00	179940	179986	46	LG
15-17	12/05/18	6	17:30	19:05	1:75	179986	180008	22	LG
15-17	12/05/18	6	19:05	22:10	3:05	180008	180061	53	LG PM
15-17	12/06/18	9	13:15	15:30	2:15	180194	180258	54	RM

State NE From 10/01/18 Thru 12/31/18

Vehicle #	l Date	# of Ri	ders Start	Time Stop Time	Total		Stop Odometer	[otal Mi]	es Driver Initials
15-17	12/06/18	6	3:07	3:55	48	180061	180088	27	CD
15-17	12/06/18	8	4:20	5:55	1:35	180088	180132	44	CD
15-17	12/06/18	6	10:30	13:15	2:85	180132	180194	62	RM
15-17	12/07/18	6	3:06	4:00	94	180258	180293	35	CD
15-17	12/07/18	7	4:40	6:00	1:60	180293	180332	39	CD
15-17	12/07/18	2	10:00	10:30	30	180332	180344	12	RM
15-17	12/07/18	4	10:33	12:40	2:07	180344	180402	58	RM
15-17	12/07/18	8	13:00	15:30	2:30	180402	180466	64	PR
15-17	12/07/18	7	17:00	18:55	1:55	180466	180517	51	PR
15 - 17	12/07/18	3	19:06	20:10	1:04	180517	180540	23	PR
15-17	12/07/18	3	20:14	21:45	1:31	180540	180581	41	PR
15-17	12/08/18	6	3:06	4:05	99	180581	180622	41	CD
15-17	12/08/18	8	5:00	6:05	1:05	180622	180652	30	CD
15-17	12/08/18	7	17:00	18:50	1:50	180652	180704	52	PR
15-17	12/08/18	9	19:00	21:15	2:15	180704	180761	57	PR
15-17	12/09/18	2	20:45	22:00	1:55	180761	180773	12	LG
15-17	12/09/18	7	11:00	12:40	1:40	180773	180815	42	LG
15-17	12/09/18	7	12:40	15:30	2:90	180815	180872	57	LG
15-17	12/09/18	9	18:00	21:05	3:05	180872	180929	57	LG
15-17	12/10/18	6	17:30	19:10	1:80	180929	180951	22	LG
15-17	12/10/18	7	19:10	21:55	2:45	180951	181003	52	LG
15-17	12/11/18	5	17:30	19:45	2:15	181003	181023	20	LG
15-17	12/11/18	7	22:15	24:35	2:20	181080	181143	63	BC
15-17	12/11/18	5	19:45	22:05	2:60	181023	181080	57	LG
15-17	12/12/18	5	17:30	19:05	1:75	181143	181165	22	LG
15-17	12/12/18	6	19:05	22:10	3:05	181165	181216	51	LG
15-17	12/13/18	6	3:07	3:55	48	181216	181242	26	CD
15-17	12/13/18	8	4:20	6:05	1:85	181242	181285	43	CD
15-17 15-17	12/13/18	5	17:0C	19:20	2:20	181285	181326	41	LG
15-17	12/13/18	7	19:20	22:00	2:80	181326	181385	59	LG
15-17	12/14/18	5	3:03	4 00	97	181385	181425	40	CD
15-17	12/14/18	8	4:40	6:05	1:65	181425	181465	40	CD
15-17	12/14/18 12/14/18	10 6	13:00	15:40	2:40	181465	181528	63	PR
15-17	12/14/18	3	17:00	19:00	2:00	181528	181579	51	PR
15-17	12/14/18	3 7	19:00	20:00	1:00	181579	181594	15	PR
15-17	12/14/18		20:00	22:20	2:20	181594	181646	52	PR
15-17	12/15/18	4 7	3:03 5:00	3:45	42	181646	181673	27	CD
15-17	12/15/18	7	9:45	6:00	1:00	181673	181697	24	CD
15-17	12/15/18	7	13:00	13:00	3:55	181197	181760	563	LG
15-17	12/15/18	6	17:00	15:30 18:55	2:30	181760	181813	53	LG
15-17	12/15/18	8	18:55	21:45	1:55 2:90	181813	181866	53	LG
15-17	12/16/18	2	8:45	9:55	1:10	181866	181928	62	LG
15-17	12/16/18	6	11:00	12:30	1:30	181928	181939	11	LG
15-17	12/16/18	6	12:30	15:30		181939	181981	42	LG
15-17	12/16/18	8	18:00	20:40	3:00 2:40	181981	182037	56	LG
15-17	12/17/18	6	17:30	19:10	1:80	182037	182083	46	LG
15-17	12/17/18	7	19:10	21:55	2:45	182083	182103	20	LG
15-17	12/17/18	5	23:05		10:60	182103 182157	182157	54 51	LG BC
15-17	12/18/18	6	17:30	19:05	1:75	182208	182208	51 20	BC
15-17	12/18/18	6	19:05	22:15	3:10	182228	182228 182281	20 53	LG
15-17	12/19/18	7	17:30	19:03	1:73	182281	182301	53 20	LG LG
		•	27.00	17.00	1.70	104401	105201	20	LG

State NE From 10/01/18 Thru 12/31/18

Vehicle #	Date	# of Riders	Start Time	Stop Time	Total	Time	Start	Stop	Total Miles	Driver
						-	Odometer	Odometer		Initials
15-17	12/19/18	6	19:03	21:40	2:37		182301	182353	52	LG
15-17	12/19/18	6	23:55	13:35	10:20		182353	182410	57	BC
15-17	12/20/18	4	17:00	18:30	1:30		182410	182444	34	LG
15-17	12/20/18	7	18:30	21:40	3:10		182444	182500	56	LG
15-17	12/21/18	4	3:03	3:50	47		182500	182535	35	CD
15-17	12/21/18	8	4:40	6:00	1 60		182535	182572	37	CD
15-17	12/21/18	2	10:00	10:30	30		182572	182582	10	RM
15-17	12/21/18	7	10:30	12:55	2:25		182582	182637	55	RM
15-17	12/21/18	10	13:00	15:45	2:45		182637	182701	64	PR
15-17	12/21/18	6	17:00	18:50	1:50		182701	182753	52	PR
15-17	12/21/18	3	19:00	19:30	30		182753	182769	16	PR
15-17	12/21/18	7	20:00	22:30	2:30		182769	182820	51	PR
15-17	12/22/18	1	9:45	10:34	89		182974	182882	8	LG
15-17	12/22/18	7	11:00	13:00	2:00		182882	182934	52	LG
15-17	12/22/18	9	13:00	15:00	2:00		182934	182977	43	LG
15-17	12/22/18	6	16:30	18:20	1:90		182977	183028	51	LG
15-17	12/22/18	8	18:20	21:50	3:30		182028	183090	1062	LG
15-17	12/22/18	5	3:07	3:50	43		182820	182848	28	CD
15-17	12/22/18	8	5:00	6:05	1:05		182848	182874	26	CD
15-17	12/23/18	2	8:45	9:58	1:13		183090	183102	12	LG
15-17	12/23/18	6	11:00	12:40	1:40		183102	183144	42	LG
15-17	12/23/18	6	12:40	15:15	2:75		183144	183201	57	LG
15-17	12/23/18	8	18:00	20:40	2:40		183201	183257	56	LG
15-17	12/24/18	7	12:20	13:55	1:35		183257	183287	30	OG
15-17	12/24/18	3	15:45	16:10	65		183287	183303	16	0G
15-17	12/24/18	6	16:30	17:45	1:15		183303	183348	45	OG
15-17	12/24/18	5	17:45	20:55	3:10		183348	183397	49	LG
15-17	12/24/18	8	3:55	5:45	1:90		183397	183453	56	CD
15-17	12/25/18	6		20:15	2:15		183453	183497	44	LG
15-17	12/26/18	7		19:05	1:75		183497	183517	20	LG
15-17	12/26/18	4		21:20	2:15		183517	183562	45	LG
15-17	12/27/18	6		19:00	1:70		183562	183603	41	LG
15-17	12/27/18	7		21:35	2:35		183603	183658	55	LG
15-17	12/28/18	6	3:03	4:05	1:02		183658	183700	42	CD
15-17	12/28/18	7	4:40	6:05	1:65		183700	183738	38	CD
15-17	12/28/18	6		19:10	1:80		183738	183758	20	LG
15-17	12/28/18	7		21:45	2:35		183758	183812	54	LG
15-17	12/29/18	6	3:04	4:00	96		183812	183842	30	CD
15-17	12/29/18	8	4:55	6:00	1:45		183842	183872	30	CD
15-17	12/29/18	2	9:45	10:50	1:05		183872	183884	12	LG
15-17	12/29/18	5	11:00	12:45	1:45		183884	183930	46	LG
15-17	12/29/18	9	12:45	14:50	2:05		183930	183973	43	LG
15-17	12/29/18	5	16:30	18:30	2:00		183973	184024	51	LG
15-17	12/29/18	7	18:30	21:25	2:95		184024	184086	62	LG
15-17	12/30/18	2	8:45	9:50	1:05		184086	184098	12	LG
15-17	12/30/18	5	11:00	12:45	1:45		184098	184144	46	LG
15-17	12/30/18	6	12:45	15:00	2:55		184144	184200	56	LG
15-17	12/30/18	8		20:30	2:30		184200	184257	57	LG
15-17	12/31/18	5	17:30	19:05	1:75		184257	184277	20	LG
15-17	12/31/18	7		21:30	2:25		184277	184328	51	LG

# MAPA CONTRACT COVER PLATE (Amendment 1)

### **CONTRACT IDENTIFICATION**

- 1. Contract Number: Mills County Emergency Management Agency (EMA), Iowa 17MILL02
- 2. Project Number and Title: 2016 PDMC Award (PDMC-PL-IA-2016-009-01) Mills County EMA, Iowa
- 3. Effective Date: January 19, 2017
- 4. Completion Date: April 19, 2019

### **CONTRACT PARTIES**

- Omaha-Council Bluffs Metropolitan Area Planning Agency 2222 Cuming Street Omaha, NE 68102
- Mills County Emergency Management Agency 418 Sharp Street Glenwood, Iowa 51534

### **ACCOUNTING DATA**

7. Contract - \$ 30,000

### DATES OF SIGNING AND MAPA BOARD APPROVAL

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

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

Mills County Emergency Management Agency

This amendatory agreement made and entered into as of this nineteenth day of January, 2019 by and between Mills County Emergency Management Agency, 418 Sharp Street, Glenwood, Iowa 51534 (herein called "EMA") and the Omaha-Council Bluffs Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska 68102 (herein called the "Planning Agency"),

#### WITNESSETH:

WHEREAS, the Planning Agency and the EMA entered into an agreement dated July 1, 2016 and,

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

WHEREAS, the parties hereto do mutually agree as follows:

THAT, the Completion Date, on the Contract Cover plate of said Agreement dated January 19, 2017 be and is hereby amended to read as follows:

"Completion Date: April 19, 2019"

AND THAT, the Time of Performance paragraph on page 3 of said Agreement dated January 19, 2017 be and is hereby amended to read as follows:

"5. <u>Time of Performance.</u> The services of the Planning Agency are to commence as soon as this agreement is signed by both parties, and shall be completed by April 19, 2019.

The parties hereto further agree that except as herein expressly provided the Agreement entered into by the parties on January 19, 2017 shall be unchanged and remain in full force and effect.

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

MILLS COUNTY EMERGENCY MANAGEMENT

		AGENCT	
Attest:	Date	Ву	Date:
		Title	
		OMAHA-COUN AREA PLANNIN	CIL BLUFFS METROPOLITAN NG AGENCY
Attest:	Date	By Board Chair	Date:

# FY2019-2024 Amendment 3 - Proposed

**Effective Date** 01/31/2019

# Revisions

<b>Project Name</b>	Lead Agency ↓ ±	Description	Date Added
		Chapter 2 is updated to include language related related to performance measures and performance targets for PM2 and PM3 (pages attached)	01/18/2019
36th Street Phase II	Bellevue	The FY2022 UTIL-CON-CE phase is moved to FY2023 and STBG-MAPA funding is increased from \$8,554,000 to \$8,810,620	01/24/2019
2020 Bellevue Resurfacing Project	Bellevue	2020 Bellevue Resurfacing Project added to the TIP. \$8,000 of local funding is programmed in FY2019 for PE-NEPA-FD (AC). \$1,582,400 of local funding is programmed in FY2020 for UTIL-CON-CE (AC). \$1,590,400 of STBG-MAPA funding is programmed in FY2024 for AC Conversion.	01/16/2019
36th Street Phase N-370 - Sheridan	Bellevue	\$5,546,250 of Local funding is programmed in FY2019 for UTIL-CON-CE (AC). \$4,437,000 of STBG-MAPA funding is programmed in FY2024 for AC Conversion.	01/24/2019
East Beltway: Eastern Hills Drive - Segment D - Roadway	Council Bluffs	DPS funding for the FY2019 UTIL-CON-CE phase is increased from \$536,000 to \$1,809,000. STBG-MAPA funding for the FY2019 UTIL-CON-CE phase is reduced from \$3,177,000 to \$2,603,000.	01/11/2019
East Beltway: Eastern Hills Drive - Segment D - Culverts	Council Bluffs	DPS funding for the 2019 UTIL-CON-CE phase is reduced from \$2,640,000 to \$1,693,000. \$1,436,000 of STBG-MAPA funding is programmed in FY2019 for UTIL-CON-CE.	01/11/2019
East Beltway: Greenview Road - East Segment	Council Bluffs	STBG-MAPA funding for the FY2019 PE-NEPA-FD phase is increased from \$105,000 to \$108,000 and moved to FY2020. STBG-MAPA funding for the FY2019 ROW phase is increased from \$8,240 to \$8,487 and moved to FY2020. STBG-MAPA funding for the FY2019 UTIL-CON-CE phase is increased from \$1,126,000 to \$1,159,780 and moved to FY2020.	01/11/2019
East Beltway: Stevens Road - East Segment	Council Bluffs	\$285,000 of STBG-MAPA is programmed in FY2019 for UTIL-CON CE.	01/24/2019

<b>Project Name</b>	Lead Agency 년	Description	Date Added
Harrison Street Reconstruction	Council Bluffs	The FY2021 UTIL-CON-CE phase is moved to FY2024.	01/24/2019
144th Street Adaptive Traffic Signal Control	Omaha	The project map is revised to accurately reflect the project's limits.	01/14/2019

It is important to note that if a project is listed in a city or county plan with federal funding as a revenue source it may not actually have federal funding directed toward it. The MAPA TIP displays all USDOT projects in the MAPA region that are funded with federal dollars. In order to secure STBG-MAPA, TAP, or 5310 funding (federal funding), a project must navigate the above process and be included in the TIP.

### 2.4.2 Funding Implementation: A Two Gate Process

To streamline the STBG, TAP, and 5310 project selection process and to ensure the effective use of federal funds, MAPA will allocate funding of projects in the TIP using a two gate process to move projects into the implementation year. The implementation year, or year one of the TIP, is the fiscal year during which funding for a project or project phase can be obligated. In addition to ranking projects based on criteria, projects will also be evaluated based on each project's timeline of implementation and fiscal constraint within the TIP. The two gate process will allow projects to advance from the illustrative years to the implementation year of the TIP:

**First Gate** – New projects and projects wanting to move from the illustrative years to the fiscal constraint years are ranked and placed in the TIP based on each individual project's ranking, timelines, and the available funding per year.

**Second Gate** - Projects that can be obligated within the first 8 months of the fiscal year will be moved to the implementation year of the TIP based on NDOT timelines and fiscal constraints.

Each project that will be programmed in the TIP must submit an attainable timeline, be ranked by MAPA staff, and approved by the relevant committee before it will be placed in the TIP. Each committee (ProSeCom, TAP-C or the CTC) will have flexibility in selecting projects that are deemed higher priority to the committee. Projects will be allowed to present an argument for implementation before the committee if the project sponsor wishes to challenge the points total or scoring of the project. No project will be allowed to move into the implementation year unless the project timeline has been approved by the Project Selection Committee (either ProSeCom, TAP-C, or CTC), TTAC, and MAPA's Board of Directors and fits within the fiscal year as coordinated with either NDOT or lowa DOT for each state's projects respectively.

MAPA's project funds are allowed to be carried over in the TIP from one Federal fiscal year to another if MAPA has not obligated all of its apportionment for that fiscal year. Only project phases that can be obligated within the first 8 months of the fiscal year based on MAPA's programming guidelines will be eligible to be moved to the first year of the TIP. In order to ensure implementation and effective use of STBG, TAP, and 5310 funding, projects are limited to two years in the implementation year (most recent year) of the TIP. If a project cannot be obligated within two years, the project phase or phases will be moved to Advanced Construction, a later year within the TIP, or funding will be reallocated to another project. This will help ensure that deadlines will be met and help those projects that have been moved forward most effectively to proceed to construction and completion.

### 2.4.3 Performance Based Planning Measures: Target Setting

With the passing of the Moving Ahead for Progress in the 21st Century (MAP-21) transportation bill, and continuing in the FAST-Act, states and MPOs are required to use performance based transportation planning practices. MPO TIPs will be required to document compliance with each of the performance based planning categories. Categories currently implemented include Safety (PM I), Transit Asset Management (TAM), Pavement and Bridge Condition (PM 2), and System and Freight Reliability (PM 3).

MPOs establish performance targets for each of these measures by either:

1. Supporting the State DOT Performance Targets; or

2. Establishing its own Regional Performance Targets.

MAPA relied on input stakeholder committees in order to determine whether to support state DOT targets, or to develop its own regional targets. When the determination was made to adopt separate regional targets, these committees were reconvened to assist in establishing those targets based on five-year trend data.

#### 2.4.3.1 Safety Performance Measures

Compliance with safety performance based planning requirements began May 27, 2018 for MPOs. To satisfy the safety performance measure MPOs can choose to support the DOT safety targets or MPOs can set their own unique targets. MAPA chose to set its own unique targets for the Omaha-Council Bluffs region.

Any lowa DOT sponsored HSIP projects within the MPO area were selected based on the safety performance measures set by lowa DOT and were approved by the lowa Transportation Commission. The lowa DOT conferred with numerous stakeholder groups, including MAPA, as part of its target setting process. Working in partnership with local agencies, lowa DOT safety investments were identified and programmed which will construct effective countermeasures to reduce traffic fatalities and serious injuries. The lowa DOT projects chosen for HSIP investment are based on crash history, roadway characteristics, and the existence of infrastructure countermeasure that can address the types of crashes present. The lowa DOT continues to utilize a systemic safety improvement process rather than relying on "hot spot" safety improvements.

The Safety PM Final Rule establishes five performance measures as the five-year rolling averages to include:

- I. Number of Fatalities
- 2. Rate of Fatalities per 100 Million Vehicle Miles Traveled (VMT)
- 3. Number of Serious Injuries
- 4. Rate of Serious Injuries per 100 Million VMT
- 5. Number of Non-motorized Fatalities and Non-motorized Serious Injuries

Compliance with the FTA final rule on Transit Asset Management began on January 1, 2017 for transit providers. FTA's national Transit Asset Management System Rule:

- Defines "state of good repair"
- Requires grantees to develop a TAM plan
- Establishes performance measures
- Establishes annual reporting requirements to the National Transit Database
- Requires FTA to provide technical assistance

The Safety Performance Management Measures regulation supports the Highway Safety Improvement Program (HSIP) and requires State Departments of Transportation (DOTs) and Metropolitan Planning Organizations (MPOs) to set HSIP targets for these five safety performance measures. MPOs must establish their HSIP targets by February 27 of the calendar year in which they apply.

As a result of the stakeholder process, MAPA elected to establish its own HSIP targets for safety performance measures, and as a bi-state MPO, MAPA coordinated with both the Nebraska Department of Transportation (NDOT) and the lowa Department of Transportation (lowa DOT) in the process of adopting its own region-wide targets. Targets for the MAPA region were identified using VMT estimates for all public roads within the planning area to establish rate targets. These targets have since been

integrated into the metropolitan transportation planning process and include a description of the anticipated effect of the TIP toward achieving HSIP targets in the MTP, linking investment priorities in the TIP to these safety targets.

MAPA will coordinate with both NDOT and the lowa DOT on the manner in which they will report targets to the respective state agencies. A systems performance report evaluating the condition and performance of the transportation system with respect to the safety performance targets described in the MTP including progress achieved by MAPA in achieving safety performance targets will be produced annually by MAPA to NDOT and lowa DOT.

The following safety performance measures have been adopted by the MAPA Executive Board:

**Table 2.6 - Safety Performance Measure Targets** 

Safety Performance Measure Summary					
5-Year Rolling Average					
Category 2012-2016 2014-2018					
	Baseline	Anticipated Target			
Fatalities (#)	53.4	55.6			
Fatality Rate	0.839	0.961			
Serious Injuries (#)	539.0	510.6			
Serious Injury Rate	8.450	7.968			
Non-Motorized (# Fatal & Serious)	53.4	56.0			

### 2.4.3.2 Transit State of Good Repair (SGR) Targets

The Transit Asset Management (TAM) final rule requires transit providers and group TAM plan sponsors to set State of Good Repair (SGR) performance targets within three months after the effective date of the final rule [49 CFR § 625.45 (b)(1)]. MAPA reviewed and coordinated with Metro Transit and the City of Council Bluffs in a review of the ages, conditions, and useful life status of equipment, rolling stock and facilities (as applicable). Targets were jointly agreed to based on the investment program laid out in the FY2018 Transportation Improvement Program (TIP).

Public transit capital projects included in the TIP align with the transit asset management (TAM) planning and target setting processes undertaken by the lowa DOT, transit agencies, and MPOs. The lowa DOT establishes a group TAM plan and group targets for all small urban and rural providers while large urban providers establish their own TAM plans and targets. Investments are made in alignment with TAM plans with the intent of keeping the state's public transit vehicles and facilities in a state of good repair and meeting transit asset management targets. The lowa DOT allocates funding for transit rolling stock in accordance with the Public Transit Management System process. In addition, the lowa DOT awards public transit infrastructure grants in accordance with the project priorities established in lowa Code chapter 924. Additional state and federal funding sources that can be used by transit agencies for vehicle and facility improvements are outlined in the funding chapter of the Transit Manager's Handbook. Individual transit agencies determine the use of these sources for capital and operating expenses based on their local needs.

Metro Transit and the Council Bluffs Specialized Transit Service, in conjunction with MAPA Executive Board approval, have adopted the following SGR targets for FY2018:

Table 3.7 - FY2018Transit State of Good Repair Targets

Agency	Asset	Target % Exceeding Useful Life Benchmark
Metro Transit	Equipment	100%
	Rolling Stock	26%
	Facilities	0%
Council Bluffs STS	Rolling Stock	25%

### 2.4.3.3 Pavement and Bridge Performance Measures

Compliance with the PM II performance based planning requirements begins on May 20 th , 2019 for MPOs. To satisfy the PM II performance measure MPOs can choose to support State DOT PM II targets or MPOs can set their own unique targets.

Setting a regional target would be challenging at present due to:

- Lacking a historical dataset from which to forecast a trend
- Differences in the data collected and forecasting tools between the two states
- Responsibility for selecting project on the National Highway System

Rather than setting its own pavement and bridge targets, MAPA has chosen to support the targets submitted by the Iowa and Nebraska Departments of Transportation in their most recent baseline period performance reports. The MPO supports those targets by reviewing and programming all Interstate and National Highway System projects within the its boundary that are included in the DOTs' Transportation Improvement Programs.

Any lowa DOT sponsored pavement and bridge projects within the MPO area were determined in alignment with the lowa Transportation Asset Management Plan (TAMP) and the pavement and bridge performance measures. The TAMP connects lowa in Motion 2045 and system/modal plans to lowa DOT's Five-Year Program and the STIP. Iowa in Motion 2045 defines a vision for the transportation system over the next 20 years, while the Five-Year Program and STIP identify specific investments over the next four to five years. The TAMP has a 10-year planning horizon and helps ensure that investments in the Five-Year Program and STIP are consistent with lowa DOT's longer-term vision. Starting in 2019, the TAMP will also integrate the pavement and bridge performance targets.

The lowa DOT conferred with numerous stakeholder groups, including MAPA and local owners of NHS assets, as part of its target setting process. The methodology used to set targets used current and historical data on condition and funding to forecast future condition. Asset management focuses on performing the right treatment at the right time to optimize investments and outcomes. Management systems are utilized to predict bridge and pavement needs and help determine the amount of funding needed for stewardship of the system. The TAMP discusses the major investment categories that the Commission allocates funding through. Once the Commission approves the funding for these categories, lowa DOT recommends the allocation of the funds to specific projects using the processes described in the TAMP. Pavement and bridge projects are programmed to help meet the desired program outcomes documented in the TAMP.

The following are the state targets MAPA has adopted for PM2:

	lowa DOT	Nebraska DOT
Percentage of pavements of the Interstate System in Good condition	49.4%	50.0%
Percentage of pavements of the Interstate System in Poor condition	2.7%	5.0%
Percentage of pavements of the non-Interstate NHS in Good condition	46.9%	40.0%
Percentage of pavements of the non-Interstate NHS in Poor condition	14.5%	10.0%
Percentage of NHS bridges classified as in Good condition	44.6%	55.0%
Percentage of NHS bridges classified as in Poor condition	3.2%	10.0%

### 2.4.3.4 System and Freight Reliability Performance Measures

As a result of the stakeholder process, MAPA elected to establish its own targets for system and freight reliability performance measures, and as a bi-state MPO, MAPA coordinated with both the Nebraska Department of Transportation (NDOT) and the Iowa Department of Transportation (Iowa DOT) in the process of adopting its own region-wide targets. These targets have since been integrated into the metropolitan transportation planning process and include a description of the anticipated effect of the TIP toward achieving system reliability targets in the MTP, linking investment priorities in the TIP to these reliability targets.

MAPA will continue to coordinate with both NDOT and the lowa DOT on the manner in which they will report targets to the respective state agencies. A systems performance report evaluating the condition and performance of the transportation system with respect to the reliability performance targets described in the MTP including progress achieved by MAPA in achieving reliability performance targets will be produced annually by MAPA to NDOT and lowa DOT.

MAPA has elected to adopt their own targets for system reliability, given many differences between the urban nature of the metropolitan area compared to statewide metrics in Nebraska and Iowa. These targets were developed based upon traffic and congestion data 5-year trends within the metro and were calculated based upon projected travel and corrective action.

Interstate Travel Time Reliability 94.70%

Non-Interstate Travel Time Reliability 90.20%

Freight Travel Time Reliability 1.14

### 2.5 Other Federal Transportation Programs

The majority of Federal Highway Administration (FHWA) program funds in the TIP are not directly suballocated to MAPA. In general, NDOT and Iowa DOT make programming decisions for these funding programs and MAPA cooperates with the states and local jurisdictions to program the projects in the TIP appropriately. A detailed tabulation of the funding programmed from these funding sources can be found in Chapter 3.

Funding for Federal Transit Administration (FTA) and Federal Aviation Administration (FAA) programs are also programmed in the TIP. Descriptions of these programs are found in the following sections.

### 2.5.1 Federal Transit Administration Funded Projects

Federal-aid transit projects in the MAPA region are funded through the Federal Transit Administration (FTA) of the USDOT. Federal funding for transit projects under Sections 5309 - Bus and Bus Facilities - and 5307 - Urbanized Area Formula - are directed to Metro Transit to support their operations. For a listing of FTA projects receiving funding awards through MAPA's project selection process, please refer back to Table 2.5 on page 2-11.

Metro Transit is responsible for the operation of fixed route, express/commuter bus, and Americans with Disabilities Act Complementary Paratransit Service within the city limits of Omaha, Douglas County, NE. Additionally, Metro has contracts with five contiguous political jurisdictions for the operation of transit services as part of the Metro bus system:

- Ralston (NE)
- La Vista (NE)
- Bellevue (NE)
- Papillion (NE)
- Council Bluffs, service provided by the Southwest Iowa Transit Agency (IA)

### 2.5.2 Federal Aviation Administration Programs

In addition to surface transportation projects, the MAPA TIP also includes a list of projects programmed by the Federal Aviation Administration (FAA) of the USDOT. Under MAP-21, federally funded airport improvement projects are must be contained in the regional Transportation Improvement Plan. For that purpose, MAPA coordinates annually with the Omaha Airport Authority to ensure that regionally significant projects are included within the Transportation Improvement Program. A listing of the Airport Improvement Program projects for the Omaha-Council Bluffs Metropolitan Area is included in Table 5-2 in Section 5.1.4 on page 5-47.

### 2.6 Revisions to the TIP

It is sometimes necessary to revise the TIP during the time between annual approvals. The two types of revisions are a TIP Amendment and a TIP Administrative Modification. General guidelines are described in

# Regional Goals

# **3.1 G**OALS

As the MAPA region plans for the coming 25 years, what principles will guide the development of the region's transportation system? The federal transportation legislation identifies eight planning factors to guide the transportation planning process. The federal planning factors provide a helpful framework for identifying goals and strategies for a region's transportation system. The eight planning factors are listed below:

- "Support the **ECONOMIC VITALITY** of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency."
- "Increase the **SAFETY** of the transportation system for motorized and non-motorized users."
- "Increase the **SECURITY** of the transportation system for motorized and non-motorized users."
- "Increase the ACCESSIBILITY AND MOBILITY of people and for freight."
- "Protect and enhance the **Environment**, promote **Energy Conservation**, improve the **Quality of Life**, and promote consistency between transportation improvements and State and local planned growth and economic development patterns."
- "Enhance the **INTEGRATION AND CONNECTIVITY** of the transportation system, across and between modes, for people and freight."
- "Promote efficient system MANAGEMENT AND OPERATION."
- "Emphasize the **Preservation** of the existing transportation system."
- "Improve the **RESILIENCY AND RELIABILITY** of the transportation system and **REDUCE OR MITIGATE STORMWATER** impacts of surface transportation"
- "Enhance TRAVEL AND TOURISM"

Many of these goals are interrelated. For example, accessibility and mobility have a direct bearing on a metropolitan area's economic vitality. If it is convenient to travel and distribute a company's products, then they will be more likely to locate in that region. Similarly, efficient management and operation of the system affect its level of accessibility and mobility. The concerns identified by the eight planning factors can be condensed into four overarching categories related to a region's economic vitality and quality of life. Therefore, this LRTP identifies **four general goals** for the MAPA region's transportation system:

# **TRANSPORTATION SYSTEM GOALS**

- 1. Maximize accessibility and mobility.
- 2. Increase safety and security.
- 3. Consider the environment and urban form.
- 4. Keep costs reasonable and sustainable.

### 3.2 REGIONAL OBJECTIVES, ACTION STEPS, AND MEASURES OF SUCCESS

Objectives have been identified to move toward achieving the regional goals. These are followed by example action steps associated with the objectives for each category. Also listed are example measures of success that can be used to measure the region's progress toward achieving the regional goals.

### 3.2.1 - GOAL #1: MAXIMIZE ACCESSIBILITY AND MOBILITY.

- Minimize delay and congestion so that the MAPA region's low travel times and convenient travel continue to be an asset in attracting new business and industry
- Build on the metro area's importance as a trucking and rail freight center
- Create viable transportation alternatives (transit, bicycle, pedestrian) that will attract people from communities with strong alternative forms of transportation
- Increase use of ridesharing, carpooling and other programs to improve vehicle occupancy rates
- Promote inter-modalism and connections between different modes of transportation
- Provide transportation opportunities for elderly, disabled, and low-income individuals
- Educate the public on alternate transportation options

### **Example Action Steps:**

- Identify needed upgrades in traffic signal technology and communications.
- Continue to support initiatives like The Omaha Signal Project to improve traffic flow and adaptability.
- Build cooperative relationships with freight companies to pro-actively collaborate, address their needs, and communicate on a continual basis with municipalities.
- Develop a major east-west bicycle-only trail and assist in implementing the trail improvements and connections identified in the Bike-Pedestrian Master Plan.
- Aid in the implementation of Complete Streets on selected corridors as is being done
  in the City of Bellevue, and suggested in other areas in the Bike –Pedestrian Master
  Plan.
- Identify new opportunities for transit service and funding options, as suggested in the Regional Transit Vision Plan and implemented in upcoming projects like the Omaha Bus Rapid Transit Line.
- Provide capacity improvements to streets and highways where warranted.

- Grow MAPA's on-line Metro! Rideshare carpool and van pool program.
- Study potential new passenger rail options, and develop ways to implement the suggested routes and changes in the Iowa DOT Passenger Rail Study, completed in 2014.
- Develop a regional mobility coordination center to provide more transportation options for the elderly, disabled and low income individuals using grants that MAPA has received to develop a one call center.
- Educate the public about the EPA's ozone standard and the need to lower ozone emissions in the metro area through continuing projects like MAPA's Little Steps Big Impact ozone awareness campaign.

### **Example Measures of Success:**

- Maintain Level of Service (LOS) "D" or better on region's roadways
   See Section Six, Figure 6.9 for today's LOS.
- Maintain average commute time to below 20 minutes
   Commute times in the MAPA region average near 20 minutes.
- Create on-road bicycle facilities and increase the miles of off-road bicycle facilities by at least 25%. For current bicycle facilities, see Section Ten.

### 3.2.2 - GOAL #2: INCREASE SAFETY AND SECURITY.

- Develop a transportation system that provides a safe environment for all citizens and travelers
- Properly maintain transportation infrastructure
- Minimize exposure to collisions through growing alternative modes of transportation (transit, bicycle, pedestrian)
- Minimize the consequences for collisions that do occur
- Develop and track safety-related performance measures
- Maintain a secure environment to protect transportation assets in the MAPA TMA
- Coordinate with state and federal agencies to use local transportation assets during times of natural disasters, extreme accidents, or terrorist attacks

### **Example Action Steps:**

 Utilize NDOR's District Operations Center (DOC) and other traffic operations centers in the metro area to assist with incident management

- Preserve and improve aging infrastructure
- Continue and grow the Metro Area Motorist Assist (MAMA) program
- Enforce existing laws concerning travel and travel safety
- Respond to weather incidents in a timely and effective manner through cooperation with state and local agencies, specifically NDOR and Iowa DOT Transportation Incident Management (TIM) committees
- Continue committees such as the Southwest Iowa Freeway Team (SWIFT) for more efficient use of freeways through incident management, technology, etc.
- Use Metropolitan Travel Improvement Study (MTIS) and local data to evaluate and suggest corrections for common causes of crashes.
- Use MTIS data to evaluate locations with safety issues and suggest improvements.
- Develop implementation strategies for MTIS recommendations to improved safety measures as they are received.
- Secure support from the public and its elected representatives through education and advocacy for safer transportation facilities.
- Help to implement the Omaha area Local Emergency Operations Plan that was adopted in December of 2014 by the City of Omaha.

### **Example Measures of Success:**

- Decrease the annual number of crashes, especially fatalities.
- Continue and grow working groups that coordinate incident management and emergency response efforts between agencies in the MAPA region.

### 3.2.3 - GOAL #3: CONSIDER THE ENVIRONMENT AND URBAN FORM.

- Avoid, minimize, and mitigate the negative environmental impacts of the transportation system (*e.g.*, air pollution, noise pollution, water run-off, habitat destruction)
- Retain attainment air quality status as designated by the Environmental Protection Agency (EPA)
- Foster energy conservation through the transportation system
- Increase the mode share of alternative modes of transportation (transit, bicycle, pedestrian) to ten percent of all trips by 2040
- Consider aesthetics and urban form in the design process
- Coordinate transportation investments with land use policies to minimize environmental costs
- Achieve the national designation as a "Bicycle Friendly Community" as conferred by the League of American Bicyclists

• Preserve cultural, scenic, and historic resources

### **Example Action Steps:**

- Continue the work that is being done with the Heartland 2050 study and adapt and develop strategies for the region to support many of the findings and suggestions of this study in relation to transportation.
  - o Education methods on land use
  - Accessible neighborhoods
  - o Alternate Transportation methods and routes
- Coordinate with public and private groups to prevent violations of air quality standards through the Little Steps Big Impact, work to expand the community connections of this program.
- Facilitate local and national efforts to create a more balanced, aesthetically-pleasing, and environmentally-friendly transportation system such as 'Green Streets for Omaha', 'Omaha by Design' and 'Live Well Omaha', as outlined in the Bike Pedestrian Study, Regional Transit Vision, and Heartland 2050.
- Analyze connectivity of sidewalks in the MAPA region to improve accessibility for pedestrian traffic as stated in the Bike – Pedestrian Plan and outlined in the Bike – Pedestrian Master Plan and later in this document.
- Promote alternative-fueled vehicles that reduce emissions.
- Implement funding mechanisms for alternative modes of transportation (transit, bicycle, pedestrian) that have become available through MAP-21 initiatives: increases in STP funding that can now be allocated to the development of alternative modes of transportation and other funding programs which go towards funding new and alternate modes of transportation.
- Continue efforts for 'Bicycle Friendly' community standards. Work to help bring the Omaha region up from Bronze to Silver and eventually Gold level 'Bike Friendly Community'.
- Follow, or exceed, federal regulations on projects through Environmental Assessment meetings and input.
- Refine criteria for the TIP based on the goals for the LRTP.

## **Example Measures of Success:**

- Promote increased population density for the MAPA region.
   Currently, the Census-defined Omaha urbanized area averages approximately 2,400 persons per square mile (see Section Four).
- Remain in "attainment" air-quality status (i.e., not exceed national ambient air quality standards set by the EPA).

- Maintain or reduce per capita vehicle miles traveled (VMT).
   Today, average per capita VMT for the Omaha-Council Bluffs metro area is 22. (See Section Six, Figure 6.6)
- Increase the percentage of trips taken by non-vehicular mode of transportation.
   Single-occupancy vehicles and carpools comprise approximately 94% of work trips in the MAPA region. (See Section Six, Figure 6.2)

### 3.2.4 - GOAL #4: KEEP COSTS REASONABLE AND SUSTAINABLE.

- Maximize the useful life of the streets, highways, bridges, and related transportation devices of the transportation system
- Utilize management strategies and technologies to maximize street and highway efficiency
- Incorporate and coordinate transportation improvements with existing and planned future land use to minimize infrastructure costs
- Efficiently utilize financial resources and investigate new potential revenue sources.
- Coordinate transportation activities across jurisdictional boundaries where appropriate
   Example Action Steps:
  - Utilize Transportation Asset Management (TAM) strategies to maximize system performance and minimize life-cycle costs.
  - Continue programs like the Omaha Signal Project and Intelligent Transportation
     Systems (ITS) architecture updates to improve traffic flow and decrease congestion.
  - Continue Transportation Systems Management (TSM) committee to coordinate infrastructure construction and planning in the MAPA TMA.
  - Explore alternate financing options for transportation funding (vehicle mileage road user fees, toll roads, private financing, user fees, fuel taxes, etc.) in the metro area
  - Continue transportation-related studies and projects such as traffic signal coordination or safety studies on a multi-jurisdictional or regional basis to more efficiently use resources.
  - Continue to improve project development process between local, regional, state and federal agencies to reduce costs and increase the speed of project delivery.

## **Example Measures of Success:**

• Using asset management principles to reduce long-term roadway maintenance costs, increase the percentage of mileage with "good" or better pavement condition.

Currently, 84% of the rated roadways in the MAPA region are rated "good" or "very good". (See Section Five, Figure 5.6)

- Using asset management principles to reduce long-term infrastructure costs, reduce the percentage of bridges rated "poor" or "fair".
   20% of bridges in the MAPA region are rated as such today. (See Section Five, Figure 5.10)
- Utilize and evaluate benefit-cost analysis in major projects.

### 3.3 SYSTEM PERFORMANCE REPORT

Effective May 20, 2017, a series of related Transportation Performance Management (TPM) rules established a set of performance measures for State Departments of Transportation (State DOT) and Metropolitan Planning Organizations (MPOs) to use as required by MAP-21 and the FAST Act. State DOTs and MPOs must establish targets related to these performance measures in the categories of Safety, Transit Asset Management, Pavement and Bridge Condition, and System Reliability.

MPOs establish performance targets for each of these measures by either:

- 1. Supporting the State DOT Performance Targets; or
- 2. Establishing its own Regional Performance Targets

MAPA relied on input stakeholder committees in order to determine whether to support state DOT targets, or to develop its own regional targets. When the determination was made to adopt separate regional targets, these committees were reconvened to assist in establishing those targets based on five-year trend data.

### 3.3.1 - SAFETY PERFORMANCE MEASURE TARGETS

The Safety Performance Management Measures regulation supports the Highway Safety Improvement Program (HSIP) and requires State Departments of Transportation (DOTs) and Metropolitan Planning Organizations (MPOs) to set HSIP targets for these five safety performance measures. MPOs must establish their HSIP targets by February 27 of the calendar year in which they apply.

The Safety PM Final Rule establishes five performance measures as the five-year rolling averages to include:

- 1. Number of Fatalities
- 2. Rate of Fatalities per 100 Million Vehicle Miles Traveled (VMT)
- 3. Number of Serious Injuries
- 4. Rate of Serious Injuries per 100 Million VMT

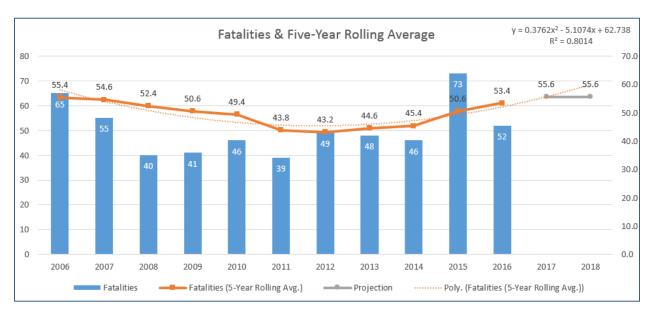
### 5. Number of Non-motorized Fatalities and Non-motorized Serious Injuries

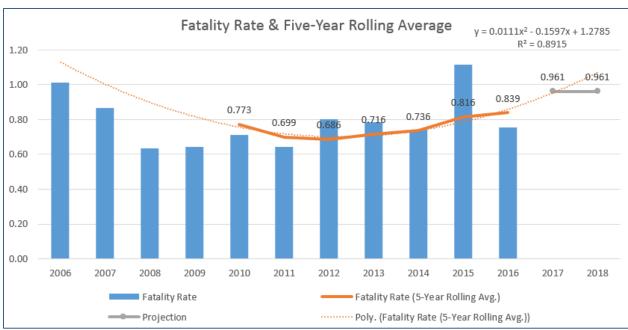
As a result of the stakeholder process, MAPA elected to establish its own HSIP targets for safety performance measures, and as a bi-state MPO, MAPA coordinated with both the Nebraska Department of Transportation (NDOT) and the Iowa Department of Transportation (Iowa DOT) in the process of adopting its own region-wide targets. Targets for the MAPA region were identified using VMT estimates for all public roads within the planning area to establish rate targets. These targets have since been integrated into the metropolitan transportation planning process and include a description of the anticipated effect of the TIP toward achieving HSIP targets in the MTP, linking investment priorities in the TIP to these safety targets.

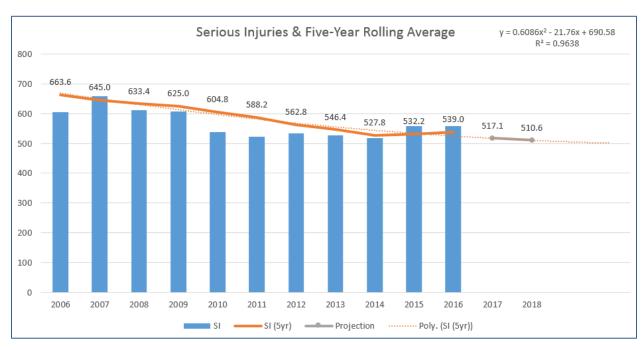
MAPA will coordinate with both NDOT and the Iowa DOT on the manner in which they will report targets to the respective state agencies. A systems performance report evaluating the condition and performance of the transportation system with respect to the safety performance targets described in the MTP including progress achieved by MAPA in achieving safety performance targets will be produced annually by MAPA to NDOT and Iowa DOT.

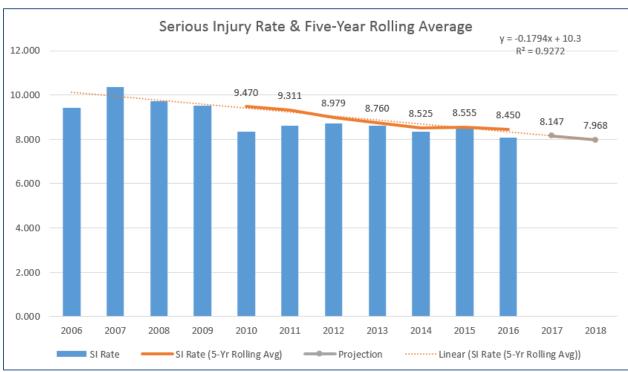
The following safety performance measures have been adopted by the MAPA Executive Board:

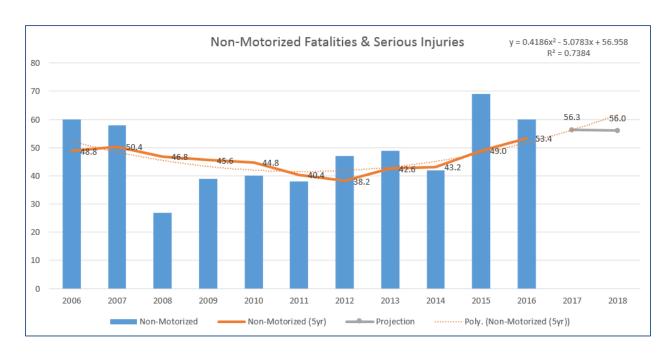
Safety Performance Measure Summary					
5-Year Rolling Average					
Category	gory 2012-2016 2014-2018				
	Baseline	Anticipated Target			
Fatalities (#)	53.4	55.6			
Fatality Rate	0.839	0.961			
Serious Injuries (#)	539.0	510.6			
Serious Injury Rate	8.450	7.968			
Non-Motorized (# Fatal & Serious)	53.4	56.0			











### 3.3.2 - TRANSIT ASSET MANAGEMENT TARGETS

Public transportation providers are required to develop and implement transit asset management (TAM) plans that must include an asset inventory, condition assessments of inventoried assets, and a prioritized list of investments to improve the state of good repair (SGR) of their capital assets. Providers must set one or more performance targets per asset class based on the SGR measures and coordinate with States and with Metropolitan Planning Organizations (MPOs), to the maximum extent practicable, in the selection of State and MPO performance targets.

The Transit Asset Management Final Rule establishes X performance measures to include:

- 1. Equipment: Percentage of non-revenue vehicles met or exceeded Useful Life Benchmark
- 2. Rolling Stock: Percentage of revenue vehicles met or exceeded Useful Life Benchmark
- 3. Facilities: Percentage of assets with condition rating below 3.0 on FTA TERM scale

MAPA reviewed and coordinated with Metro Transit and the City of Council Bluffs in a review of the ages, conditions, and useful life status of equipment, rolling stock and facilities (as applicable). Metro Transit and the Council Bluffs Specialized Transit Service, in conjunction with MAPA Executive Board approval, have adopted the following SGR targets for FY2018:

Agency	Asset	Target % Exceeding Useful Life Benchmark
Metro Transit	Equipment	100%
	Rolling Stock	26%
	Facilities	0%
Council Bluffs STS	Rolling Stock	25%

### 3.3.3 - PAVEMENT AND BRIDGE PERFORMANCE TARGETS

State DOTs and MPOs must assess the condition of the following: Pavements on the National Highway System (NHS) (excluding the Interstate System), bridges carrying the NHS which includes on- and off-ramps connected to the NHS, and pavements on the Interstate System. These assessments are required in order to carry out the National Highway Performance Program (NHPP).

The Second Performance Management Measures Final Rule (PM2) establishes four measures to assess pavement condition:

- 1. Percentage of pavements on the Interstate System in good condition
- 2. Percentage of pavements on the Interstate System in poor condition
- 3. Percentage of pavements on the NHS (excluding Interstate) in good condition
- 4. Percentage of pavements on the NHS (excluding Interstate) in poor condition

It also establishes two measures to assess bridge condition:

- 1. Percentage of NHS bridges classified as in good condition
- 2. Percentage of NHS bridges classified as in poor condition

Setting a regional target would be challenging at present due to:

- · Lacking a historical dataset from which to forecast a trend
- Differences in the data collected and forecasting tools between the two states
- Responsibility for selecting project on the National Highway System

Rather than setting its own pavement and bridge targets, MAPA has chosen to support the targets submitted by the Iowa and Nebraska Departments of Transportation in their most recent baseline period performance reports. The MPO supports those targets by reviewing and programming all Interstate and National Highway System projects within the its boundary that are included in the DOTs' Transportation Improvement Programs.

The following are the state targets MAPA has adopted for PM2:

	Iowa DOT	Nebraska DOT
Percentage of pavements of the Interstate System in Good condition	49.40%	50.00%
Percentage of pavements of the Interstate System in Poor condition	2.70%	5.00%
Percentage of pavements of the non-Interstate NHS in Good condition	46.90%	40.00%

Percentage of pavements of the non-Interstate NHS in Poor condition	14.50%	10.00%
Percentage of NHS bridges classified as in Good condition	44.60%	55.00%
Percentage of NHS bridges classified as in Poor condition	3.20%	10.00%

### 3.3.4 - SYSTEM RELIABILITY PERFORMANCE TARGETS

State DOTs and MPOs must assess the performance of the Interstate and non-Interstate National Highway System (NHS) for the purpose of carrying out the National Highway Performance Program (NHPP); assess freight movement on the Interstate System; and assess traffic congestion and on-road mobile source emissions for the purpose of carrying out the Congestion Mitigation and Air Quality Improvement (CMAQ) Program.

The Third Performance Management Measures Final Rule establishes three measures to assess system reliability:

- 1. Interstate travel time reliability (percent of person-miles travelled)
- 2. Non-Interstate travel time reliability (percent of person-miles travelled)
- 3. Freight Reliability (TTR ratio)

MAPA has elected to adopt their own targets for system reliability, given many differences between the urban nature of the metropolitan area compared to statewide metrics in Nebraska and Iowa. These targets were developed based upon traffic and congestion data 5-year trends within the metro and were calculated based upon projected travel and corrective action.

Interstate Travel Time Reliability	94.70%
Non-Interstate Travel Time Reliability	90.20%
Freight Travel Time Reliability	1.14

# **Long Range Transportation Plan 2040**

### 7.6 REGIONALLY SIGNIFICANT TRANSPORTATION INVESTMENTS

The list of street and highway projects eligible for Federal aid funding following in this section is fiscally-constrained to reasonably available local, state, and federal revenues. Project costs take inflation into account and appear in year-of-expenditure dollars. Therefore, project costs for future years appear higher than what they would cost if constructed today. As is described in Section 7.3, federal funding levels were identified based on past trends within the Omaha-Council Bluffs region. Local revenues were identified based on local financial reports and identified operations & maintenance costs.

These projects listed in this LRTP are considered eligible for Federal-Aid funding by the MPO. Projects will be selected for Federal aid funding as they go through the MPO's project selection and prioritization process for the TIP, while some projects may be advanced using solely local funding sources. The following sections divide the projects between Regionally Significant Roadway & Trail Projects, Regionally Significant Transit Investments, and Illustrative Projects.

# 7.5.1— REGIONALLY SIGNIFICANT ROADWAY & TRAIL INVESTMENTS The tables that follow this section include regionally significant roadway and trail projects identified from the 2035 Long Range Transportation Plan and the scenario planning process described earlier in this chapter. These investments represent the federal-aid eligible portion of this LRTP as the total funding for both local and state projects has been

The FY2016-2019 Transportation Improvement Program serves as the four-year implementation program of this plan. Projects identified in this TIP are included in the first band of projects within this project list.

A summary of the fiscally constrained Roadway & Trail program is included in Table 7.8 below.

TABLE 7.8
SUMMARY OF REGIONALLY SIGNIFICANT ROADWAY & TRAIL PROJECTS

	2016-2025 Short-Term	2026-2030	2031-2035	2036-2040	Total
lowa	\$587,720	\$37,320	\$59,884	\$35,153	\$720,074
Nebraska	\$578,094	\$151,710	\$147,222	\$148,488	\$1,025,514
Total	\$1,165,814	\$189,030	\$207,106	\$183,641	\$1,745,591

(Figures in \$1,000s)

# Nebraska Short-Term Projects | FY 2016-2025

PID	Lead Agency	Project Name	Improvement Location	Project Cost (FY2016-2025)	Total Project Cost
15-048	Bellevue	36th Street Phase N-370 - Sheridan	36th St - N-370 to Sheridan	\$16,707,000	\$16,707,000
5-050	Bellevue	36th Street Phase II	Sheridan to Platteview Rd	\$9,911,130	\$9,911,130
15-046	Bennington	156th Street	Bennington	\$2,208,750	\$2,929,446
5-039	Douglas	180th Street (Phase 1)	HWS Cleveland Blvd to Blondo St and Blondo St .25 mile East and West to 180th St	\$28,520,000	\$31,185,000
6-037	La Vista	Applewood Creek Trail	From Giles Road north along Applewood Creek between Giles and Harrison	\$163,000	\$1,830,500
6-038	MAPA	Heartland B-Cycle Expansion	Various locations throughout the City of Omaha	\$1,162,909	\$1,162,909
.5-021	Metro	Metro Rolling Stock	Metro Transit service area	\$3,052,500	\$4,466,250
.5-139	Metro	Bus Rapid Transit	Along Dodge/Farnham corridor, from Westroads Mall	\$2,232,500	\$36,012,500
15-005	NDOT	I-680/US-6 Interchange DMS	Along I-680/US-6 in Omaha. Begin R.P. – 2.29	\$712,000	\$760,000
5-006	NDOT	N-370: US-75 West, Bellevue	N-370 sections from 1.6 mi east of 72nd Street east 3.15 mi	\$5,474,000	\$5,670,000
5-008	NDOT	I-80/680 'Q'-'L' CD Rds, Omaha (WB)	WB I-80 CD roads and ramps in the I-80/I-680 interchange area in Omaha. Begin R.P. – 444.23	\$4,197,000	\$4,237,000
5-015	NDOT	US-75: Plattsmouth - Bellevue, North of Platte River	US-75 from Platte River bridge, north 3.1 miles. Begin R.P. – 76.30	\$32,016,000	\$32,016,000
5-023	NDOT	I-80: 24th Street - 13th Street	I-80 from 24th Street to 10th Street. Begin R.P. – 453.37	\$13,446,000	\$13,446,000
5-024	NDOT	Platte River Bridges East of Yutan	On Highway N-92, two bridges over the Platte River 1.5 and 1.8 miles east of Yutan. Begin R.P. – 462.56	\$947,000	\$962,000
5-025	NDOT	Schramm Park South	N-31, 4.2 miles south of Schramm Park Recreational Area. Begin R.P. – 4.18	\$1,870,000	\$1,925,000
5-026	NDOT	Giles Road Interchange Ramps	I-80 ramps at Giles Road interchange. Begin R.P – 442.0	\$2,483,000	\$2,541,000
5-027	NDOT	Jct N-31/N-36 Intersection Improvements	Junction of Highways N-31 and N-36. Begin R.P. – 30.93	\$2,092,000	\$2,092,000
5-028	NDOT	Elkhorn River West	On N-36 from Old Highway 275/Reicmuth Road, east to just west of the Elkhorn River	\$5,234,000	\$5,234,000
5-029	NDOT	N-64 at SE Jct US-275 - Omaha	N-64 (W Maple Road) at junction of US-275 east to Ramblewood Drive/Elkhorn Drive. Begin R.P. – 59.21	\$3,250,000	\$3,360,000
5-034	NDOT	N-92: Platte River East Structures	Nebraska Highway 92 (W Center Road) at the Platte River. Begin R.P. – 463.30	\$715,000	\$740,000
5-036	NDOT	EB I-80 at I-680	EB I-80 at interchange with I-680. Begin R.P. – 445.74	\$1,342,000	\$1,342,000
5-037	NDOT	Ralston Viaduct	N-85/BNSF viaduct in Ralston. Begin R.P. – 4.02	\$10,125,000	\$10,505,000
5-068	NDOT	N-133: Thomas Creek Bridge North (SB)	On southbound lanes of N-133 from just north of Thomas Creek crossing, north 0.12 miles. Begin R.P. – 5.94	\$532,000	\$534,000
6-001	NDOT	I-480: Bancroft - Dewey	On I-480, from 0.1 miles north of 1-80/US-75, north to miles south of Harney Street. Begin R.P. – 0.50	\$6,692,000	\$6,700,000
6-002	NDOT	N-31: Schramm Park - US-6	On N-31 from near Schramm Park entrance to south junction with US-6	\$5,088,000	\$5,088,000
6-003	NDOT	US-275: Waterloo Viaduct	On US-275 from Valley to viaduct at Waterloo. Begin R.P. – 165.74	\$7,570,000	\$7,570,000
6-004	NDOT	US-275: West Papillion Creek Bridge West	On US-275 from 1.6 mile east of the west limits of Omaha to east of West Papillion Creek bridge. Begin R.P. – 176.33	\$1,556,000	\$1,556,000
6-005	NDOT	I-680: Fort Street to Missouri River	On I-680 from near Fort Street northeast to Missouri River Bridge. Begin R.P. – 6.04	\$155,000	\$155,000
6-006	NDOT	I-80/I-480 Bridges	I-80 bridges at I-480 Interchange. Begin R.P. – 451.00	\$4,800,000	\$4,800,000
6-007	NDOT	I-80/I-480/US-75 Interchange	I-80 and I-480 bridges at I-80/I-480/US-75 Interchange. Begin R.P. – 452.98	\$12,970,000	\$12,970,000
6-008	NDOT	I-480: 20th Street - Missouri River Bridges (EB)	On eastbound I-480 (including ramps) from 20th Street to the Missouri River. Begin R.P. – 2.95	\$8,600,000	\$8,600,000
6-009	NDOT	I-480: 20th Street - Missouri River Bridges (WB)	On westbound I-480 (including ramps) from 20th Street to the Missouri River. Begin R.P. – 2.95	\$9,350,000	\$9,350,000
6-010	NDOT	N-31 Bridges North of N-36	On N-31, approximately 0.7 miles and 5.2 miles north of N-36. Begin R.P. – 31.75	\$2,271,000	\$2,271,000
6-011	NDOT	US-75: J Street & Gilmore Ave Bridge (SB)	Viaduct on US-75 at Gilmore/Union Pacific Rail Road and bridge at J Street. Begin R.P. – 85.80	\$2,619,000	\$2,619,000
6-012	NDOT	US-75: Off Ramp to N-64 (NB)	On northbound US-75 off-ramp to N-64 (Cuming Street). Begin R.P. – 91.09	\$258,000	\$258,000
6-013	NDOT	US-75: Big Papillion Creek, Bellevue	On US-75 over Big Papillion Creek, approximately 0.3 miles south of Bellevue. Being R.P. – 80.03	\$250,000	\$250,000
6-014	NDOT	District 2 CCTV Cameras	On I-680, at three (3) locations in the Omaha area. Begin R.P. – 9.94	\$131,000	\$136,000
6-015	NDOT	US-75 Fiber-Optic	Along US-75 from Fort Crook Road to south Junction with I-480	\$755,000	\$759,000
6-016	NDOT	US-6 Fiber-Optic	Along US-6 from N-31 to Westroads Mall Road in Omah	\$922,000	\$922,000
6-017	NDOT	I-80/I-480/I-680 Barriers, Omaha	Along I-80, I-480, and I-680 bridge locations in Omaha	\$864,000	\$864,000
5-018	NDOT	I-80, N-31, N-370, & N-50 Ramps	I-80 interchange ramps at N-31, N-370, and N-50	\$710,000	\$710,000
6-019	NDOT	US-275: 25th Street - 23rd Street	On US-275 from 1/2 block west of 25th Street to 1/2 block east of 23rd Street. Begin R.P. – 189.14	\$1,668,000	\$1,668,000
6-020	NDOT	I-680: Mormon Bridge Painting	On I-680 at Mormon Bridge over Missouri River. Begin R.P. – 13.43	\$12,412,000	\$12,412,000
6-021	NDOT	I-680: Mormon Bridge Deck Overlay	On I-680 at Mormon Bridge over Missouri River. Begin R.P. – 13.43	\$1,610,000	\$1,610,000
.6-022	NDOT	US-75 Bridge Approaches, Bellevue	US-75 bridges approaches from approximately 0.3 miles south Bellevue, north to Chandler Road. Begin R.P. – 80.03	\$1,643,000	\$1,643,000
6-023	NDOT	24th Street Interstate Bridge	On 24th Street over I-80. Begin R.P. – 453.37	\$460,000	\$460,000
6-024		<u> </u>	•	\$4,500,000	\$4,500,000
	NDOT	N-31: Elkhorn Viaduct	On N-31, viaduct over Park/Papio/Union Pacific Railroad approximately 0.7 miles south of N-64. Begin R.P. – 24.40		
6-025	NDOT	I-680: West Center Road Bridge	On I-680 at West Center Road. Begin R.P. – 0.83	\$1,520,000	\$1,520,000
6-026	NDOT	I-80: I-480 to 24th Street	On I-80 from I-480 to 24th Street. Begin R.P. – 453.01	\$6,762,000	\$6,762,000
6-027	NDOT	N-370: I-80 to Bellevue	On N-370 from I-80 to NB US-75 ramp terminal in Bellevue. Begin R.P. – 4.19	\$500,000	\$500,000
6-028	NDOT	District 2 I-80 Fiber-Optic	Along I-80 from near Mahoney interchange east to the Iowa State line. Begin R.P. – 426.90	\$2,426,000	\$2,426,000
5-029	NDOT	District 2 I-680 Fiber-Optic	Along I-680 in Omaha	\$1,300,000	\$1,300,000
6-030	NDOT	District 2 I-480 Fiber-Optic	Along I-480 in Omaha	\$467,000	\$467,000
6-031	NDOT	US-75: Dynamic Message Signs, Omaha	Along northbound and southbound US-75 from approximately J Street to west of F Street in Omaha. Begin R.P. – 87.33	\$688,000	\$688,000
5-032	NDOT	District 2 DMS	Along I-80, US-75, and US-34 in District 2. Begin R.P. – 428.92	\$2,065,000	\$2,065,000
6-033	NDOT	District 2 CCTV Camera Towers	At eleven locations along I-80, I-680, US-75, US-34, and N-370 in District 2	\$485,000	\$485,000
7-030	NDOT	US-6 Bridges at I-680	Bridge repair and overlay	\$4,500,000	\$4,500,000
7-002	NDOT	N-36 Resurfacing	N-133 East	\$4,142,000	\$4,142,000
7-003	NDOT	N-50 Concrete Repair	N-370 - Omaha	\$8,303,000	\$8,303,000
		I-80/480/US-75 Br Painting	I-80/480/US-75 Br	+-,0,000	+ 5,000,000

### Nebraska Short-Term Projects | FY 2016-2025

TIP ID	Lead Agency	Project Name	Improvement Location	Project Cost (FY2016-2025)	Total Project Cost
2017-008	NDOT	N-64 Concrete Repair	W Maple Rd, Military - Cuming	\$3,684,000	\$3,684,000
2017-029	NDOT	I-680: I-80 to Fort Street	I-80 - Fort St	\$2,576,000	\$2,576,000
2018-002	NDOT	West Maple Rd	156th - 108th	\$13,273,000	\$13,273,000
2018-003	NDOT	N-64 (West Maple Road)	Ramblewood to 156th St in Omaha	\$9,658,000	\$9,658,000
2018-006	NDOT	N-370/150th St	N-370/ 150th St intersection, and south on 150th St to Shepard St in Sarpy Co	\$1,290,000	\$1,290,000
2018-007	NDOT	N-370 66th - 60th St Intersections	At the intersections with 66th and 60th Streets near Papillion	\$648,000	\$648,000
2018-012	NDOT	Military Ave Rehabilitation	Military Ave, Fort St - 90th St	\$2,273,000	\$2,273,000
2018-031	NDOT	Waterloo Viaduct Surfacing	Waterloo Viaduct	\$2,226,000	\$2,226,000
2019-001	NDOT	I-80 Rehabilitation	N-66 - N-50	\$1,213,000	\$1,213,000
2019-004	NDOT	W Branch Papillion Creek Bridge Repair	W Branch Papillion Creek Bridge	\$1,256,000	\$1,256,000
2019-006	NDOT	Omaha FY-2019 Municipal Resurfacing	In Omaha	\$400,000	\$400,000
2019-007	NDOT	Omaha FY-2020 Municipal Resurfacing	In Omaha	\$400,000	\$400,000
2019-012	NDOT	N-85 Resurfacing	Giles Rd - Harrison St, La Vista	\$1,043,000	\$1,043,000
2019-013	NDOT	I-80 Repair	13th St - Iowa Line	\$166,000	\$166,000
2019-014	NDOT	N-50/Platteview Road Intersection	N-50/Platteview Rd, Springfield	\$879,000	\$879,000
2019-015	NDOT	I-480 Bridges Repair	I-480 Bridges In Omaha	\$358,000	\$358,000
2019-016	NDOT	I-480 Creighton Area Bridges Repair	I-480 Creighton Area Bridges	\$2,146,000	\$2,146,000
2019-017	NDOT	US-75 Creighton Area Bridges Repair	US-75 Creighton Area Bridges	\$4,262,000	\$4,262,000
2019-019	NDOT	US-6/150th St Bridge Lengthening	US-6/150th St Bridge	\$312,000	\$312,000
2019-020	NDOT	N-370 Fiber Optics & Warning Beacons	N-370 - Douglas County Line	\$344,000	\$344,000
2015-001	Omaha	North Downtown Riverfront Pedestrian Bridge	10th and Fahey Drive	\$5,848,500	\$6,558,500
2015-013	Omaha	Omaha Signal Infrastructure - Phase A	Various Locations Throughout City	\$8,562,970	\$8,562,970
2015-016	Omaha	Omaha ATMS Central System Software	Citywide	\$655,000	\$1,573,750
2015-017	Omaha	Omaha Signal Network - System Management	Various locations throughout the City of Omaha	\$500,000	\$500,000
2015-040	Omaha	156th Street Phase Two	Pepperwood Dr. to Corby St.	\$27,391,990	\$28,634,550
2015-044	Omaha	Q Street Bridge	Q St. between 26th St. and 27th St.	\$15,408,750	\$16,870,750
2015-051	Omaha	108th Street	Madison St to Q Street	\$9,240,940	\$9,655,940
2015-052	Omaha	168th Street	West Center Rd to Poppleton	\$8,970,200	\$8,970,200
2015-053	Omaha	114th Street	Burke to Pacific St	\$4,583,750	\$5,556,250
2015-054	Omaha	168th Street	West Center Rd to Q Street	\$15,764,050	\$15,764,050
2015-065	Omaha	24th Street Road Diet	From L Street to Leavenworth Street.	\$3,395,000	\$3,395,000
2015-132	Omaha	132nd at West Center Road Safety Project	132nd Street from Kingswood to Arbor Plaza and West Center Road from 133rd Plaza to 130th Ave	\$2,001,000	\$2,313,500
2015-157	Omaha	Omaha Signal Infrastructure - Phase B	Various Locations Throughout City	\$0	\$0
2015-158	Omaha	Omaha Signal Infrastructure - Phase C	Various Locations Throughout City	\$0	\$0
2015-159	Omaha	Omaha Signal Infrastructure - Phase D	Various Locations Throughout City	\$1,448,750	\$1,448,750
2016-045	Omaha	Omaha Resurfacing Program	Various locations throughout the City of Omaha	\$12,000,000	\$12,000,000
2015-010	Papillion	Schram Road 84th Street to 90th Street	Schram Road 84th Street to 90th Street	\$437,500	\$5,522,500
2015-041	PMRNRD	Western Douglas County Trail Phase 2	City of Valley to Village of Waterloo	\$2,224,910	\$2,543,228
2015-042	PMRNRD	Western Douglas County Trail Phase 1	City of Valley to Twin Rivers YMCA	\$3,224,655	\$3,586,055
2015-058	Sarpy	132nd and Giles	132nd and Giles Road	\$2,585,000	\$3,057,713
2015-062	Sarpy	66th and Giles	Harrison St. to 400ft. South of Giles Road and Giles Road from 69th St. to 66th St.	\$1,233,750	\$11,761,250
2015-138	Valley	Valley D.C. Safe Routes to School	Portion of Meigs Street in Valley, NE	\$225,000	\$270,000
	Douglas County	180th St. Phase II	Blondo St to Maple St	\$9,852,000	\$11,331,250
N/A					
N/A	Douglas County	QSt	192nd St to N-31	\$7,251,234	\$7,251,234
N/A	NDOT	I-680	I-680 / US-6 Bridges	\$3,700,000	\$3,700,000
N/A	Omaha	Citywide Resurfacing	Various Locations throughout City of Omaha	\$6,227,000	\$6,227,000
N/A	Omaha	Citywide Resurfacing	Various Locations throughout City of Omaha	\$3,313,000	\$3,313,000
N/A	Omaha	120th Street	Stonegate Dr to Fort St	\$10,732,500	\$12,510,720
N/A	Omaha	180th St	West Dodge Road to HWS Cleveland Blvd	\$3,641,400	\$3,641,400
N/A	Omaha	Industrial Road	132nd St to 144th St	\$11,803,338	\$11,803,338
N/A	Papillion	Schram Rd	84th St to 90th St	\$5,556,517	\$5,556,517
N/A	Sarpy County	66th Street	66th & Giles Intersection	\$8,422,000	\$12,076,250
N/A	Sarpy County	New I-80 Interchange	At 180th Street	\$36,414,000	\$36,414,000
N/A	Sarpy County	Harrison St	168th - 156th St	\$13,684,381	\$13,684,381
	- · · · · · · · · · · · · · · · · · · ·				
N/A	Sarpy County	Platteview Rd	36th - 27th St	\$7,640,429	\$7,640,429

# **Long Range Transportation Plan 2040**

### 7.7 FISCAL CONSTRAINT OVERVIEW FOR ROADWAY & TRAIL PROJECTS

In order to demonstrate fiscal constraint of the projects and revenues identified in this chapter, MAPA has included Tables 7.13 (below) and & 7.14 (next page). These tables correlates the anticipated federal-aid highway revenues, local revenues, and estimated project costs to summarize the analysis conducted within this chapter. The positive balances shown in Table 7.13 below demonstrates that the identified Federal-Aid program of projects is fiscally constrained. Balances in the short-term bucket reflects the inability to program funding by year for non-regional sources of federal funding.

Table 7.14 (next page) summarizes non-federal-aid revenue and expenditures identified within this plan. The maps that follow this section show identified Federal-Aid investments, non-federal-aid projects, and all projects together.

TABLE 7.13
MAPA FEDERAL-AID FISCAL CONSTRAINT OVERVIEW (IN \$1,000S)

	Short-Term	Medium Term	Long Term		
	2016-2025	2026-2030	2031-2035	2036-2040	Total
Iowa Federal-Aid	\$521,243	\$36,861	\$18,830	\$19,207	\$596,141
Nebraska Federal-Aid	\$350,598	\$126,811	\$130,614	\$134,533	\$722,472
Sub-Total	\$871,841	\$163,672	\$149,444	\$153,740	\$1,318,613
Iowa Match	\$81,364	\$7,464	\$23,423	\$15,946	\$128,197
Nebraska Match	\$240,659	\$28,759	\$16,608	\$13,955	\$299,981
Sub-Total	\$322,023	\$36,223	\$40,031	\$29,901	\$428,178
					•
Iowa Total	\$602,607	\$44,325	\$59,884	\$35,153	\$741,969
Nebraska Total	\$591,257	\$1 <i>57</i> ,153	\$147,222	\$148,488	\$1,044,120
<b>Total Revenues</b>	\$1,193,864	\$201,478	\$207,106	\$183,641	\$1,786,089
•					
	Short-Term	Medium Term	Long	Term	
	2016-2025	2026-2030	2031-2035	2036-2040	Total
Federal-Aid - IA	\$587,717	\$37,320	\$59,884	\$35,153	\$720,074
Federal-Aid - NE	\$578,094	\$1 <i>5</i> 1, <i>7</i> 10	\$147,222	\$148,488	\$1,025,514
Sub Total	\$1,165,811	\$189,030	\$207,106	\$183,641	\$1,745,588

	Short-Term	Medium Term	Long Term		
	2016-2025	2026-2030	2031-2035	2036-2040	Total
Iowa Balance	\$14,890	\$7,005	\$0 \$0		\$21,895
Nebraska Balance	\$13,163	\$5,443	\$0	\$0	\$36,626
Regional Balance	\$28,053	\$12,448	<b>\$</b> 0	\$0	\$58,521

# OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY

# FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION

JUNE 30, 2018

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#### **INDEPENDENT AUDITOR'S REPORT**

The Board of Directors

Omaha - Council Bluffs Metropolitan Area Planning Agency

Omaha, Nebraska

#### Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Omaha – Council Bluffs Metropolitan Area Planning Agency (MAPA), as of and for the year ended June 30, 2018, and the related notes to the financial statements, which collectively comprise MAPA's basic financial statements as listed in the table of contents.

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

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

#### Auditor's Responsibility

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

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

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

### **Opinions**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of MAPA, as of June 30, 2018, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### **Other Matters**

### Required Supplementary Information

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

#### Supplementary Information

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

#### Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 31, 2019, on our consideration of the MAPA's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering MAPA's internal control over financial reporting and compliance.

Council Bluffs, Iowa January 31, 2019



Connect, Plan, Thrive:

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

#### **MANAGEMENT'S DISCUSSION AND ANALYSIS**

Fiscal Year ending June 30, 2018

MAPA provides this Management's Discussion and Analysis of its financial statements. This narrative overview and analysis of financial activities is for the fiscal year ending June 30, 2018. We encourage readers to consider this information in conjunction with our financial statements, which follow.

#### **FINANCIAL HIGHLIGHTS**

MAPA's total governmental fund revenues were \$5,452,676 in fiscal year 2018, an increase of \$1,740,024 or 47% compared to fiscal year 2017. Currently, MAPA is implementing several large, long term studies. In 2018 MAPA passed through \$881,250 in federal funds to the Omaha Transit Authority, dba Metro Transit, to purchase Automatic Vehicle Location (AVL) equipment for their fleet of buses. This equipment will enhance the rider experience through real time information on location and arrival of buses. A summary of some of MAPA's larger projects is included below. In 2018, approximately \$1,246,000 of federal funding was passed on to member jurisdictions as direct support.

	A 100							
Project Name	Funding Source	То	tal Project Cost	Protest Visars	eles	2017		nge from ior Year
MAPA Transportation Planning activities	Department of Transportation	4	6	Annual funding	\$ 1,390,210 \$	1,245,881	\$	144,329
MAPA Transportation Planning activities	Federal Transit Administration	100	A STATE OF THE PARTY OF THE PAR	Annual funding	1,584,122	757,259	4	826,863
Nebraska-Iowa Orthophotography Project	Local Support	\$	1,413,896	2016-2019	•	40,000		(40,000)
Nebraska-Iowa Orthophotography Project	Charges for Services	\$	554,674	2018-2019	393,155			393,155
Brownfields petroleum and hazardous substance assessment	Environmental Protection Agency	\$	835,000	2013-2016		51,182		(51,182)
Offut Airforce Base Joint Land Use Implementation	Department of Defence	\$	140,000	2016-2017	83,552	42,432		41,120
					\$ 3,451,039 \$	2,136,754	\$	1,314,285

MAPA's governmental fund expenditures were \$5,154,796 in fiscal year 2018, an increase of \$1,487,437 or 41% compared to fiscal year 2017. A significant amount of this increase is from the AVL project for Metro Transit.

The MAPA Foundation serves two primary functions: 1) it is designated as a Nonprofit Development Organization (NDO) and as such administers Community Development Block Grant (CBDG) loan programs 2) it supports the Metropolitan Area Motorist Assist program (MAMA). The MAMA program utilizes volunteers recruited and supervised by the Nebraska State Patrol to assist motorists stranded on the area's interstates and major highways. The volunteers help to alleviate the workload that would otherwise be the responsibility of local law enforcement. Providing timely and effective assistance to stranded motorists improves the safety and congestion on metro area roadways. The Foundation's total revenues in fiscal year 2018 were \$37,651 a decrease of \$98,760 or 72% compared to fiscal year 2017. The Foundation's total expenses in fiscal year 2018 were \$33,792, a decrease of \$8,343 or 20% compared to fiscal year 2017. The decrease in Foundation revenue was largely due to revolving loan funds becoming defederalized and recognized in revenue in 2017.

MAPA's net position increased \$328,577 from June 30, 2017 to June 30, 2018.

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

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

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

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

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

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

### **REPORTING FINANCIAL ACTIVITIES**

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

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

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

#### **Fund Financial Statements**

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

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

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

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

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

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

### **GOVERNMENT-WIDE FINANCIAL ANALYSIS**

Following is a summary of MAPA's net position for the year ended June 30, 2018 compared to June 30, 2017.

### CONDENSED STATEMENT OF NET POSITION

	A	June	30,				
	b.	2018		2017	C	Change from F	Prior Year
-46	1	1					
Non-capital Assets	\$	3,511,001	\$	3,498,620	\$	12,381	0%
Capital Asset		106,098		41,614		64,484	155%
Total Assets	\$	3,617,099	\$	3,540,234	\$	76,865	2%
Liabilities		1,092,462	\$	1,344,174	\$	(251,712)	-19%
Net Position							
Investments in capital assets, net of							
related debt	\$	106,098	\$	41,614	\$	64,484	155%
Restricted		146,628		144,989		1,639	1%
Unrestricted							
Designated		615,451		684,766		(69,315)	-10%
Undesignated		1,656,460	,	1,324,691		331,769	25%
Total net position	\$	2,524,637	\$	2,196,060	\$	328,577	15%
Total liabilities and net position	_\$_	3,617,099	\$	3,540,234	\$	76,865	2%

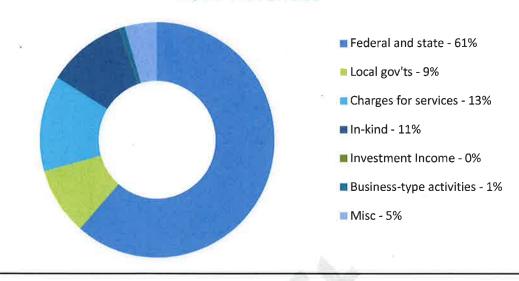
The following summary is a comparison of the changes in net position for the years ending June 30, 2018 and 2017.

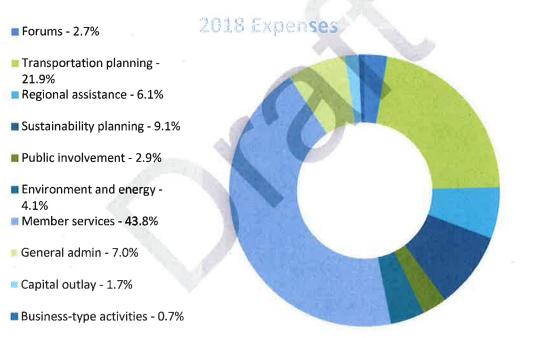
The Changes in Net Position reflects an increase in the net position at the end of the fiscal year of \$328,577 or 15%.

#### CHANGES IN NET POSITION

3								
	Year Ended June 30,							
		2018		2017		Change from I	rior Year	
Revenues								
Federal and state	\$	3,253,996	\$	2,320,866	\$	933,130	40%	
Local governments		490,954		473,675		17,279	4%	
Charges for services		695,775		101,992		593,783	582%	
In-kind		576,423		332,923		243,500	73%	
Investment income		2,809		3,604		(795)	-22%	
Business-type activities		39,164		136,500		(97,336)	-71%	
Miscellaneous		238,132		83,488		154,644	185%	
Total revenues	\$	5,297,253	\$	3,453,048	\$	1,844,205	53%	
		(6.	VAL					
Expenses		700		100				
Forums	\$	133,621	\$	199,899	\$	(66,278)	-33%	
Transportation planning		1,079,498	Ser.	1,174,385		(94,887)	-8%	
Regional assistance		301,326	- 4	399,634		(98,308)	-25%	
Sustainability planning		450,110	. 7	227,629		222,481	98%	
Public involvement		143,347		136,710		6,637	5%	
Environment and energy		200,906	10	246,561		(45,655)	-19%	
Member services		2,159,978	7	772,115		1,387,863	180%	
Management and general administration	k.	344,604		214,343		130,261	61%	
Capital outlay		82,335		=		82,335	100%	
Business-type activities	de.	33,792		42,135		(8,343)	-20%	
Total Expenses	.\$	4,929,517	\$	3,413,411	\$	1,516,106	44%	
Adjustment for Capital Expenses		(39,159)		(16,869)		(22,290)	132%	
Changes in net position	\$	328,577	\$	22,768	\$	305,809	1343%	
Beginning net position		2,196,060		2,173,292	_	22,768	1%	
					74			
Ending net position	\$	2,524,637	\$	2,196,060	\$	328,577	15%	







#### **CAPITAL ASSETS**

MAPA net capital assets increased from \$41,614 to \$106,098 for the period ended June 30, 2018, an increase of \$64,484. In 2018, MAPA had capital outlays of \$82,335 for an office remodel including new cubicles.

#### **ECONOMIC FACTOR**

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

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

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



Connect. Plan. Thrive.

#### STATEMENT OF NET POSITON

June 30, 2018

					Total
	iues	/==-	Cuvilles		Total
\$ 8	67,279	\$	398,344	\$	1,265,623
4	64,236		8		464,236
	22,640		₩		22,640
1,6	87,532		333		1,687,865
	30,377		×		30,377
	(±)		40,260		40,260
1	06,098		=		106,098
\$ 3,1	78,162	_\$	438,937	\$	3,617,099
\$ 4	98,230	\$	84	\$	498,314
2	07,527	>	2		207,527
(8)	333		-		333
- 1	70,323	Ch.			70,323
	54,958	100			54,958
	A 400	-	261,007		261,007
\$ 8	31,371	\$	261,091	\$	1,092,462
C I	A.	4			
\$ 1	06,098	\$	-	\$	106,098
	46,821		99,807		146,628
100					
5	37,412		78,039		615,451
1,6	56,460		2		1,656,460
\$ 2,3	46,791	\$	177,846	\$	2,524,637
\$ 3,1	78,162	_\$	438,937	_\$_	3,617,099
	\$ 8 4 1,6 1 1 \$ 3,1 \$ 4 2 2 \$ 8 8 \$ 1 5 1,6 \$ 2,3	\$ 498,230 207,527 30,377 106,098 \$ 3,178,162 \$ 498,230 207,527 333 70,323 54,958 \$ 831,371 \$ 106,098 46,821 537,412 1,656,460 \$ 2,346,791	\$ 867,279 \$ 464,236	Activities       Activities         \$ 867,279       \$ 398,344         464,236       -         22,640       -         1,687,532       333         30,377       -         40,260       -         106,098       -         \$ 3,178,162       \$ 438,937         \$ 498,230       \$ 84         207,527       -         333       -         70,323       -         54,958       -         261,007         \$ 831,371       \$ 261,091         \$ 106,098       \$ -         46,821       99,807         537,412       78,039         1,656,460       -         \$ 2,346,791       \$ 177,846	\$ 867,279 \$ 398,344 \$ 464,236

#### **STATEMENT OF ACTIVITIES**

For the Year Ended June 30, 2018

				Program	Reve	nues						
						Operating						
			Ch	narges for	(	Grants and	Go	vernmental	Bus	siness-type		
	1	Expenses		Services	C	ontributions		Activities		Activities		Total
Governmental Activities									•			-
Forums	\$	133,621	\$	14,726	\$	142,673	\$	23,778	\$	-	\$	23,778
Transportation planning		1,079,498		556,310		672,718		149,530		-		149,530
Regional assistance		301,326		68,577		260,341		27,592				27,592
Sustainability planning		450,110		24,137		501,206		75,233		2. <del>7</del> 2		75,233
Public involvement		143,347		28,917	A	166,180		51,750		-		51,750
Environment and energy		200,906		-	686	229,251		28,345		22		28,345
Member services		2,159,978		1,810		2,202,391		44,223		3943		44,223
Management and general administration		466,098		1,300		NA.		(464,798)	-			(464,798)
Total governmental activities	\$	4,934,884	\$	695,777	\$	4,174,760	\$	(64,347)	\$	:=:	\$	(64,347)
Business-type Activities		33,792	-	4		37,651		<u> </u>		3,859		3,859
	\$	4,968,676	\$	<b>6</b> 95, <b>77</b> 7	\$	4,212,411	\$	(64,347)	\$	3,859	\$	(60,488)
	Ger	neral Revenue	s 🖠	E (								
22		Grants and	contr	ibutions not	restric	ted to						
		specific	огодга	ms			\$	380,637	\$	-	\$	380.637
	- 4	Interest inc		100			*	2,809	•	1,513	•	4,322
	-46	Other rever	nues					4,106		3=3		4,106
	-4	Transfers					0:-	-	-	: <u>*</u>		.,
		Total gen	eral re	evenues			\$	387,552	\$	1,513	\$\$	389,065
3 24	Cha	ange in n <b>et p</b> o	sition				\$	323,205	\$	5,372	\$	328,577
	Net	position, begi	nning					2,023,586		172,474	_	2,196,060
	Net	position, end	of yea	ar			\$\$_	2,346,791	\$	177,846	\$	2,524,637

#### **BALANCE SHEET – GOVERNMENTAL FUNDS**

June 30, 2018

ASSETS	_Ge	eneral Fund		on-major Funds	Go	Total overnmental Funds
Cash and cash equivalents	\$	820,458	\$	46,821	\$	967 270
Investment	Ф	464,236	Ф	40,021	Ф	867,279 464,236
Accounts receivables		22,640		100		22,640
Due from other governmental agencies		1,526,013		-		1,526,013
Due from general fund		1,526,013		1,127		1,326,013
Prepaid Expenses		30,377		1,127		
Frepaid Expenses		30,377	-		-	30,377
Total assets	_\$_	2,863,724	\$	47,948	\$	2,911,672
LIABILITIES AND FUND BALANCES LIABILITIES  Accounts payable  Due to other governmental agencies  Due to proprietary fund  Due to non-major funds  Compensated absences  Accrued expenses  Total liabilities	\$	191,424 207,527 333 1,127 70,323 54,958 525,692	\$	-	\$	191,424 207,527 333 1,127 70,323 54,958 525,692
FUND BALANCES	-49	100				
Restricted	\$	Mary and a second	\$	46,821	\$	46,821
Committed	AT .	355,000		1.5		355,000
Assigned	7	326,572		1,127		327,699
Unassigned	انسا	1,656,460				1,656,460
Total fund balances	\$	2,338,032	\$	47,948	\$	2,385,980
Total liabilities and fund balances	_\$_	2,863,724	\$	47,948	_\$_	2,911,672

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

Total fund balances of governmental funds	\$	2,385,980
Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds		106,098
Governmental funds operate on the modified accrual basis as such revenues and expense are recognized when are collectible or payable in 60 days. This represents the difference in long term receivables and payables.	5	(145,287)
Fund balances reported in the statement of net assets	\$	2,346,791

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

For the Year Ended June 30, 2018

	General	Non-major Funds	Total Governmental Funds
REVENUES	General	Fullus	Fullus
Federal and state	\$ 3,253,996	\$ =	\$ 3,253,996
Local governments	490,954	Ψ -	490,954
Charges for services	890,362	_	890,362
In-kind	576,423	_	576,423
Investment income	2,366	443	2,809
Miscellaneous	238,132	:	238,132
Total revenues	\$ 5,452,233	\$ 443	
Total Teveriues	φ 5,452,255	\$ 443	\$ 5,452,676
EXPENDITURES			
Forums	\$ 133,621	\$	\$ 133,621
Transportation planning	1,234,926	-	1,234,926
Regional assistance	301,326	÷	301,326
Sustainability planning	450,110	=	450,110
Public involvement	143,347		143,347
Environment and energy	200,906	17.55 E	200,906
Member services	2,159,978	(Date: 1	2,159,978
Management and general administration	434,374	13,873	448,247
Capital outlay - administration	82,335		82,335
Total expenditures	\$ 5,140,923	\$ 13,873	\$ 5,154,796
OTHER FINANCING SOURCES (USES) Transfers in Transfers out	\$ 182,539 (7,624)	\$ 7,624 (182,539)	\$ 190,163 (190,163)
Total other financing sources (uses)	\$ 174,915	\$ (174,915)	\$ -
NET CHANGE IN FUND BALANCES	\$ 486,225	\$ (188,345)	\$ 297,880
FUND BALANCES, BEGINNING	1,851,807	236,293	2,088,100
FUND BALANCES, END OF YEAR	\$ 2,338,032	\$ 47,948	\$ 2,385,980
RECONCILIATION OF THE STATEMENT OF REVEN FUND BALANCES - GOVERNMENTAL FUNDS			S IN
Net change in fund balances - total governmental funds			\$ 297,880
Governmental funds report capital outlays as expenditures. However of activities the cost of those assets is allocated over their esti and reported as depreciation expense. This amount is the difficapital outlays and depreciation.	mated useful lives		64,484
Governmental funds operate on the modified accrual basis as such recognized when are collectible or payable in 60 days. This ron long term receivables and payments on long term payables	epresents the differ		(\$39,159)

See Notes to the Financial Statements

323,205

## **STATEMENT OF NET POSITION - PROPRIETARY FUND**June 30, 2018

ASSETS		
Current Assets		
Cash	\$	398,344
Current maturities - notes receivable		20,244
Due from the general fund		333
Total current assets	\$	418,921
Non-current assets		
Notes receivable, less current maturities	_\$_	20,016
Total assets		438,937
LIABILITIES AND NET ASSETS		
Current liabilities		
Accounts payable	\$	84
Revolving loan fund		261,007
Total liabilties	\$	. 261,091
NET POSITION		
Unrestricted	\$	78,039
Restricted		99,807
Total net position	\$	177,846
Total liabilities and net position	_\$_	438,937

## STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION - PROPRIETARY FUND

For the Year Ended June 30, 2018

Operating Revenues Contributions Service fees	\$ 37,651
Total operating revenues	\$ 37,651
Operating Expenses  Motorist assist  Revolving loan administration	\$ 33,792 
Total operating expenses	\$ 33,792
Operating income	\$ 3,859
Non-Operating Revenues (Expenses) Interest income Transfers	\$ 1,513
Total non-operating revenues (expenses)	\$ 1,513
Change in net assets	\$ 5,372
Net Position, beginning	 172,474
Net Position, ending	\$ 177,846

#### STATEMENT OF CASH FLOWS - PROPRIETARY FUND

For the Year Ended June 30, 2018

Cash flows from Operating Activities Receipts from contributors Additions to revolving loan fund Payments for services	\$	37,651 26,749 (33,921)
Payments to other funds	-	(3,000)
Net cash flow from operating activities	\$	27,479
Cash flows from investing activities		
Interest	\$	1,513
Payments of notes receivable		20,244
Net cash provided by investing activities	\$	21,757
Net increase in cash	\$	49,236
Cash, beginning of year		349,108
Cash, end of year	\$	398,344

## STATEMENT OF FIDUCIARY NET POSITION - FIDUCIARY FUND June 30, 2018

**ASSETS** 

Investments

\$ 687,921

Receivables

Participant loans

\$ 7,245

Total Receivables

**TOTAL ASSETS** 

\$ 695,166

7,245

**NET POSITION** 

Held in trust for pension benefits

\$ 695,166



## STATEMENT OF CHANGES IN FIDUCIARY NET POSITION - FIDUCIARY FUND For the Year Ended June 30, 2018

Additions	17.	
Contributions		
Employer	\$	63,689
Plan members		47,171
Rollovers		12,797
Total Contributions	\$	123,657
Investment earnings (losses)	\$	101,152
Loan interest		405
Total additions	\$	225,214
Deductions		
Benefits paid	\$	564,297
Forfeiture used to reduce employer contributions	_	3,066
Total deductions	\$	567,363
CHANGE IN NET POSITION	\$	(342,149)
NET POSITION, BEGINNING OF YEAR		1,037,315
NET POSITION, END OF YEAR	\$	695,166

#### **NOTES TO THE FINANCIAL STATEMENTS**

For the Year Ended June 30, 2018

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

#### a. Organization:

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

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

#### b. Reporting Entity:

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

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

#### c. Financial Statements

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

#### Government-Wide Statements:

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

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

#### NOTES TO THE FINANCIAL STATEMENTS

For the Year Ended June 30, 2018

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

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

#### Fund Financial Statements:

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

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

The following fund types are used by MAPA:

#### Governmental Funds:

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

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

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

MAPA designates fund balances in the Governmental Funds as follows:

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

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

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

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

#### NOTES TO THE FINANCIAL STATEMENTS

For the Year Ended June 30, 2018

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

#### Enterprise Funds:

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

#### Fiduciary Funds

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

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

#### d. Basis of Accounting

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

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

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

#### e. <u>Investments:</u>

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

#### NOTES TO THE FINANCIAL STATEMENTS

For the Year Ended June 30, 2018

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

#### f. Capital Assets:

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

#### g. Accrued Compensated Absences:

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

#### h. Budgets:

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

#### i. Income Taxes:

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

#### j. Reported Reimbursable Costs:

Revenue is received from federal, state, and county sources, and is based on reported costs as defined by the funding sources and on provision of services. The accompanying financial statements reflect reported costs, which are subject to review by the funding sources and contractors. In the opinion of management, reported costs represent proper costs as defined by funding contract criteria and the various funding sources or contractors have questioned no amounts reported at June 30, 2018.

#### k. Accounting Estimates:

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

#### I. Subsequent Events:

MAPA has evaluated subsequent events through January 31, 2019, the date on which the financial statements were issued. MAPA has concluded there are no subsequent events, which have occurred from June 30, 2018 through January 31, 2019 which require additional disclosure.

#### **NOTES TO THE FINANCIAL STATEMENTS**

For the Year Ended June 30, 2018

#### Note 2. Cash and Short-term Investments

#### a. Deposits

At year end, MAPA's carrying amount of deposits was \$1,099,515. The bank balances for all funds totaled \$1,099,189. For purposes of classifying categories of custodial risk, the bank balances of MAPA's deposits, as of June 30, 2018, \$210 held with Paypal were not insured or collateralized.

MAPA also had \$932,240 deposited in the Nebraska Public Agency Investment Trust (NPAIT). NPAIT is a public entity investment pool operated under the direction of a thirteen-member Board of Trustees. Securities held by NPAIT are not held in MAPA's name, are held in a pooled fund and, therefore, are not categorized as to credit risk.

#### b. Investments:

As of June 30, 2018, MAPA had the following investments.

Investment Name	Maturity	Credit Rating	Fair Value
Certificate of Deposit	9/4/2018	N/A	\$ 100,494
Certificate of Deposit	10/4/2018	N/A	100,923
Certificate of Deposit	7/23/2019	N/A	105,499
Certificate of Deposit	5/1/2020	N/A	49,257
Certificate of Deposit	9/27/2022	N/A	63,163
Certificate of Deposit	9/28/2022	N/A	 44,900
	4 C	1	\$ 464,236

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

Credit Risk - State law limits requires all investments to be fully insured or collateralized. MAPA's investment policy limits its investment choices to certificates of deposit, treasury bonds and notes, and NPAIT deposit accounts. The chart above notes the Moody's Investors Service credit ratings as of June 30, 2018.

Concentration of Credit Risk - MAPA places no limit on the amount it may invest in any one issuer. All of MAPA's investments are in Certificates of Deposit as of June 30, 2018.

#### Investments in Employee's Retirement System:

Investments in the employees' retirement system are carried at fair value. At June 30, 2018, the balances of investments in the employees' retirement system were \$695,166. The investments consist of mutual funds and similar pooled arrangements and, therefore, are not categorized as to credit risk.

#### NOTES TO THE FINANCIAL STATEMENTS

For the Year Ended June 30, 2018

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

The MAPA Foundation contracts with its members to administer their Community Development Block Grant loan programs. As part of the grant, federal funds are loaned to eligible businesses for business growth and development. The loans are lent at 0% interest. As of June 30, 2018, \$40,260 remained in notes receivable. As of June 30, 2018, MAPA held \$261,007 for revolving fund loans from multiple projects. These funds shall continue to meet federal compliance standards until MAPA collects on the second set of loans.

#### Note 4. Capital Assets

Capital asset activity for the year ended June 30, 2018 is as follows:

Furniture,	:=	Beginning Balance	·: ·	Additions		Disposals	s =	Ending Balance
fixtures, and equipment	\$	139,223	\$	82,335	\$	(58,976)	\$	162,852
Automobiles		51,215		(E. 193	b.			51,215
	\$	190,438	\$	82,335	\$	(58,976)	\$	213,797
Less Accumulated						Thursday .		
Depreciation		(148,824)		(16,766)		57,891		(107,699)
	\$	41,614	\$	65,569	\$	(1,085)	\$	106,098

#### Note 5. Retirement Plan

In June 1976, the board of directors approved the MAPA employees' retirement program (a money-purchase pension plan). This plan, known as the MAPA Pension Trust, is a defined contribution plan. Participation in the plan is mandatory for employees hired after July 1, 1976. A minimum of 9.5% of each eligible employee's annual compensation is contributed to the plan. 5.5% of the contribution is made by MAPA and the employee makes 4%. Employees may also make voluntary contributions not to exceed an additional 6% of their annual compensation. The current year covered payroll was \$1,157,969 and the total current year payroll was \$1,219,979. At June 30, 2018, the retirement plan had assets with a fair value of \$695,166. The participants are 100% vested in employee contributions. Employer contributions vest over a five-year period. During the current year the employer contributed \$63,689. The employees contributed \$47,171, of which \$46,319 (4.0% of covered payroll) was regular contributions and \$852 was employee voluntary contributions.

#### Note 6. Deferred Compensation Plan

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

#### **NOTES TO THE FINANCIAL STATEMENTS**

For the Year Ended June 30, 2018

#### Note 7. Lease Commitments

MAPA leases two pieces of equipment under non-cancelable operating leases. The scheduled future minimum lease payments are as follows:

 Year Ending June 30,
 \$ 8,109

 2019
 \$ 4,054

 \$ 12,163

Lease expenditures paid were \$77,709 for the year ended June 30, 2018.

#### Note 8. Net Position

Restricted and designated net position as of June 30, 2018 is as follows:

		Governmental Activities	Business-type Activities	Total		
Restricted	Revolving Loan Fund	\$ 46,821	\$ 99,807	\$146,628		
Unrestricted, D	esignated	1				
2	Projected agency operating and closing costs in the event MAPA would cease operations	355,000		355,000		
	Local match for federal aid projects	66,846		66,846		
	Nebraska-Iowa Regional Orthophotography Consortium (NIROC)	102,072	=	102,072		
	State and Local Projects	12,367		12,367		
	Officials Expense Fund Metropolitan Area Motorist Assist	1,127	• •)	1,127		
	(MAMA)	- 4	78,039	78,039		
	Total Unrestricted, Designated	\$ 537,412	\$78,039	\$ 615,451		

#### NOTES TO THE FINANCIAL STATEMENTS

For the Year Ended June 30, 2018

#### Note 9. Transfers

Transfers from the General Fund to the Non-Major Funds consisted of \$7,624 for the Officials Fund. Transfers from the Non-Major Funds to the General Fund consisted of \$182,539 from the Special Revenue Fund.

#### Note 10. Risk Management

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

#### Note 11. Commitments and Contingent Liabilities

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

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

REVENUES	Budget Original	Budget Final	Actual Amounts	Variance Favorable (Unfavorable)			
Federal and state	\$ 4,064,445	\$ 4,003,545	\$ 3,253,996	\$ (749,549)			
			ф 3,253,996 490,954	\$ (749,349) 19,376			
Local governments Charges for services	471,578 598,608	471,578 849,737	890,362	40,625			
In-kind	834,312	670,092	576,423	(93,669)			
Investment income	554,512	070,09Z	2,809	2,809			
Miscellaneous	492,054	347,054	238,132	(108,922)			
Total revenues	\$ 6,460,997	\$ 6,342,006	\$ 5,452,676	\$ (889,330)			
Total Total Idoo	Ψ 0, 100,001	<u>Ψ 0,0 12,000</u>	<u>Ψ0,102,070</u>	Ψ (666,666)			
EXPENDITURES							
Forums	\$ 162,415	\$ 171,778	\$ 133,621	\$ 38,157			
Transportation planning	1,621,057	1,664,577	1,234,926	429,651			
Regional assistance	548,441	544,681	301,326	243,355			
Sustainability planning	1,163,855	1,069,447	450,110	619,337			
Public involvement	189,845	156,321	143,347	12,974			
Environment and energy	432,650	422,793	200,906	221,887			
Member services	1,785,494	1,784,249	2,159,978	(375,729)			
Management and general administration	537,240	508,160	448,247	59,913			
Capital outlay - administration	70,000	70,000	82,335	(12,335)			
Total expenditures	\$6,510,997	\$6,392,006	\$ 5,154,796	\$ 1,237,210			
OTHER FINANCING SOURCES (USES)	0 0						
Transfers in	<b>\$</b> -	_s -	\$ 190,163	\$ 190,163			
Transfers out	100		(190,163)	(190,163)			
Total other financing sources (uses)	\$ -	\$ -	_\$ -	\$			
NET CHANGE IN FUND BALANCES	\$ (50,000)	\$ (50,000)	\$ 297,880	\$ 347,880			
FUND BALANCES, BEGINNING	2,088,100	2,088,100_	2,088,100_				
FUND BALANCES, END OF YEAR	\$ 2,038,100	\$ 2,038,100	\$ 2,385,980	\$ 347,880			

#### COMBINING BALANCE SHEET - NONMAJOR GOVERNMENTAL FUNDS

June 30, 2018

	Special Revenue Fund		Revolving Loan Fund		Officials Expense Fund			otal Non- or Funds
ASSETS	\$						_	
Cash and cash equivalents  Due from general fund		-	\$	46,821	\$	- 1,127	\$	46,821 1,127
			_	40.004			_	
Total assets	<u>\$</u>			46,821		1,127	<u>\$</u>	47,948
FUND BALANCES			. h					
Restricted	\$	× /	\$	46,821			\$	46,821
Assigned			تمط	10		1,127	Ta.	1,127
Total fund balances	\$		\$	46,821	\$	1,127	\$	47,948
Total liabilities and fund balances			\$	46,821	\$	1,127	_\$	47,948

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

	Special Revenue Fund		Revolving Loan Fund		Officials Expense Fund		Total Non- major Funds		
REVENUES			•		-		3		
Investment income	\$	-	\$	443	\$	-	\$	443	
Miscellaneous		-		15		95		36	
Total revenues	\$	- ×	\$	443	\$	· ·	_\$_	443	
EXPENDITURES		10	- 10	è					
Forums	\$	± (€),	\$	- 1	\$	8#	\$	8#	
Administration	2	- 3				13,873		13,873	
Total expenditures	\$		\$		\$	13,873	_\$	13,873	
OTHER FINANCING SOURCES (USES)		1		1					
Transfers in	\$	- M - M	\$		\$	7,624	\$	7,624	
Transfers out		(182,539)				:=: :=:		(182,539)	
Total other financing sources (uses)	\$	(182,539)	\$	54	_\$	7,624	_\$_	(174,915)	
NET CHANGE IN FUND BALANCES	\$	(182,539)	\$	443	\$	(6,249)	\$	(188,345)	
FUND BALANCES, BEGINNING	A	182,539		46,378		7,376		236,293	
FUND BALANCES, END OF YEAR	\$	-		46,821	\$	1,127	\$	47,948	

#### SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

	Federal					
Federal Grantor/Pass-Through	CFDA					
Grantor/Program Title	Number	Agreement Number	Expenditures		Subrecipients	
Economic Development Administration, Department of Commerce Direct Program						
Economic Development Support for Planning Organizations	11.302	05-83-05705	_\$	70,000	\$	<u> </u>
Total Economic Development Administration	10 Au	þ	\$	70,000	\$	
Department of Defense Direct Programs						
Community Economic Adjustment Assistance for Compatible Use and Joint Land Use Studies	12.610	EN1317-16-02	\$	83,552	\$	
Total Department of Defense	A A		\$	83,552	\$	2
U.S. Department of Transportation  Direct Program  Federal Transit Cluster						
Federal Transit Capital Investment Grants	20.500	NE-04-0006-00	\$	893,812	\$	881,250
Transit Service Program Cluster						
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	NE-16-x039-00	\$	1,904	\$	-
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	NE-2016-015-01		161,203		123,432
Job Access-Reverse Commute Program	20.516	NE-37-x008-04		179,646		179,646
Total Transit Service Program Cluster			_\$	342,753	\$	303,078
Passed-Through Nebraska Department of Transportation						
Metropolitan Transportation Planning and State and Non-Metropolitan Planning and Research Iowa Department of Transportation	20.505	C990(018)	\$	290,680	\$	80,000
Metropolitan Transportation Planning Formula Grants for Rural Areas	20.505 20.509	18MPO-MAPA 18RPA-18	\$	34,578 22,299	\$	<u></u>
1 Official Status for Rular Areas	20.303	101X1 A-10		22,233		_

#### SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Federal Grantor/Pass-Through	Federal CFDA					
Grantor/Program Title	Number	Agreement Number	E	penditures	Su	brecipients
U.S. Department of Transportation						
Highway Planning and Construction Cluster						
Passed-Through						
Nebraska Department of Transportation						
Highway Planning and Construction	20.205	PI 1703	\$	1,090,002	\$	255,129
Highway Planning and Construction	20.205	BM1203	*	15,107	•	15,107
Highway Planning and Construction	20.205	BL1670		150,119		3,655
Iowa Department of Transportation	100	7		,		-,
Highway Planning and Construction	20,205	18MPO-MAPA	\$	108,161	S	30,000
Highway Planning and Construction	20.205	18RPA-18		26,821	Ť	= -,
Tatal I foliage Disprise and Operation Charles	D. 7		_	4 000 040	_	000 004
Total Highway Planning and Construction Cluster	200	TO .	\$	1,390,210	\$	303,891
Total U.S. Department of Transportation			\$	2,974,332	\$	1,568,219
Department of Health and Human Services						
Nebraska Department of Health and Human Services	200					
State and Local Public Health Actions to Prevent Obesity.						
Diabetes, Heart Disease and Stroke (PPHF)	93.757	5 NU58DP005493-04-00	\$	5.000	\$	-
lowa Department of Public Health			•	-,	•	
Preventive Health and Health Services Block Grant funded	93.758	5888OB01	\$	9,500	\$	=
solely with Prevention and Public Health Funds (PPHF)						
Total Department of Health and Human Services			\$	14,500	\$	
TOTAL EXPENDITURES OF FEDERAL AWARDS		5 · · · · · · · · · · · · · · · · · · ·	\$	3,142,384	\$	1,568,219

#### SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

For the Year Ended June 30, 2018

#### Note 1. Basis of Presentation

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of the Omaha-Council Bluffs Metropolitan Area Planning Agency (MAPA) under programs of the federal government for the year ended June 30, 2018. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of MAPA, it is not intended to and does not present the financial position, changes in net assets, or cash flows of MAPA.

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

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

#### Note 3. Indirect Cost Rate

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



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

To the Board of Directors

Omaha – Council Bluffs Metropolitan Area Planning Agency

Omaha, Nebraska

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Omaha – Council Bluffs Metropolitan Area Planning Agency (MAPA) as of and for the year ended June 30, 2018, and have issued our report thereon dated January 31, 2019.

#### Internal Control over Financial Reporting

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

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

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

#### **Compliance and Other Matters**

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

#### **Purpose of this Report**

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

Council Bluffs, Iowa January 31, 2019





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

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

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

We have audited Omaha – Council Bluffs Metropolitan Area Planning Agency's (MAPA) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of MAPA's major federal programs for the year ended June 30, 2018. MAPA's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

#### Management's Responsibility

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

#### Auditor's Responsibility

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

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

#### Opinion on Each Major Federal Program

In our opinion, MAPA complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2018.

#### Report on Internal Control Over Compliance

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

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

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

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

Council Bluffs, Iowa January 31, 2019

#### SCHEDULE OF FINDINGS AND QUESTIONED COSTS

For the Year Ended June 30, 2018

#### I. Summary of Auditor's Results

Financial Statements:

Type of auditor's report issued:

Unmodified

Internal control over financial reporting:

Material weaknesses identified:

No

Significant deficiency(ies) identified?

None Reported

Noncompliance material to financial statements noted:

No

#### Federal Awards:

Internal control over major programs:

Material weaknesses identified:

No

Significant deficiency(ies) identified?

None Reported

Type of auditor's report issued on compliance for major programs:

Unmodified

Any audit findings disclosed that are required to be reported in accordance with section 2 CFR 200.516(a)?

No

Identification of major programs:

Name of Federal Program or Cluster

CFDA Number

Expenditures

Federal Transit Cluster

Federal Transit Capital Investment Grants

20.500

893,812

Dollar threshold used to distinguish between

type A and type B programs:

\$ 750,000

Auditee qualified as low-risk auditee?

Yes

#### II. Financial Statement Findings

None reported

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

None reported

# MASTER AGREEMENT ON-CALL PROFESSIONAL SERVICES, CONSULTANT MAPA OR LPA PROJECTS MAPA ON-CALL COMMUNICATION SUPPORT

OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY THE NEW BLK ON-CALL PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into by and between the Omaha-Council Bluffs Metropolitan Area Planning Agency, hereinafter referred to as the "MAPA", and The New BLK, hereinafter referred to as the "Consultant".

WITNESSETH

WHEREAS, MAPA used a qualification based selection process to select the Consultant to be one of several on-call consultants for a two year time period, to provide communication support (hereinafter referred to as Services) on MPO's or Local Public Agency (LPA) Federal-Aid projects, and

WHEREAS, the Consultant is qualified to do business in Nebraska and has met all requirements of the Nebraska Board of Engineers and Architects to provide consultant engineering services in the State of Nebraska, and

WHEREAS, MAPA will, upon execution of this Master Agreement, place Consultant's name on the list of qualified on-call consultants from which the MAPA or an LPA may select a consultant to perform Services for a project, and

WHEREAS, this contract will result in a minimum of \$15,000 in fees to Consultant for Services provided under Task Order(s); the actual dollar amount of fees paid will depend on the need, funding availability and other circumstances, and

WHEREAS, when Consultant is selected to provide Services under this Master

Agreement, a task order agreement (hereinafter referred to as "Task Order") between the MAPA

or an LPA and Consultant will be prepared, and

WHEREAS, prior to the expiration of this Master Agreement, MAPA, in its discretion, may extend this Master Agreement two additional years, and

WHEREAS, Consultant is willing to perform Services in accordance with the terms hereinafter provided, agrees to comply with all federal, state, and local laws and ordinances applicable to this agreement, and agrees to comply with all applicable federal-aid transportation project related program requirements, so that Consultant's costs of services provided under this agreement will be fully eligible for federal reimbursement, and

On-Call Professional Services, Consultant Template T-AGRS-5 (Modified 1/17/2019) Page 1 of 25 Agreement No. BK1901 WHEREAS, for any LPA project, the LPA and Consultant intend that Services be completed in accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal Aid Projects; hereinafter referred to as LPA Manual (See definition in Section 1), and

WHEREAS, for any LPA project, Consultants primary contact person for LPA will be LPA's representative, who has been designated as being in responsible charge of the project, and who is referred to herein as RC or Responsible Charge.

NOW THEREFORE, in consideration of these facts, the parties hereto agree as follows: <u>SECTION 1. DEFINITIONS</u>

WHEREVER in this Master Agreement the following terms are used, they shall have the following meaning:

"CONSULTANT" means the firm of The New BLK and any employees thereof, whose business and mailing address is 1213 Jones Street, Omaha, Nebraska, and

"LPA MANUAL" shall mean the Nebraska Department of Transportations' LPA Guidelines Manual for Federal-Aid Projects. The LPA Manual is a document approved by the Federal Highway Administration (FHWA) that sets out the requirements for local federal-aid projects to be eligible for federal reimbursement; the LPA Manual can be found in its entirety at the following web address: <a href="http://www.dor.state.ne.us/gov-aff/lpa/lpa-guidelines.pdf">http://www.dor.state.ne.us/gov-aff/lpa/lpa-guidelines.pdf</a>, and

"LPA" means a Local Public Agency, and

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

To "ABANDON" the Master Agreement means that the MAPA has determined that conditions or intentions as originally existed have changed and that the Master Agreement as contemplated herein is to be renounced and deserted for as long in the future as can be foreseen, and

To "SUSPEND" the Master Agreement means that the MAPA has determined that the conditions or intentions as originally existed have changed and that the Master Agreement as contemplated herein should be stopped on a temporary basis. This cessation will prevail until MAPA determines to abandon or terminate the Master Agreement or to reinstate it under the conditions as defined in this Master Agreement, and

To "TERMINATE" or the "TERMINATION" of this Master Agreement is the cessation or quitting of this Master Agreement based upon action or failure of action on the part of the Consultant as defined herein and as determined by the MAPA, and

A "TASK ORDER" is a separate agreement between the MAPA or an LPA and the Consultant for services on a specific project.

#### **SECTION 2. SELECTION PROCESS**

When the need for consultant services arise, the MAPA or LPA will select a Consultant from the on-call consultant list using a set of criteria. The criteria would include such items as: equity, specialized expertise, technical competence in the type of work required, past performance, capacity to accomplish the work, location of the project and knowledge of area.

#### SECTION 3. PROJECT TASK ORDER

The terms and conditions of this Master Agreement shall apply to each project for which the Consultant is selected by MAPA or an LPA to provide Services. A "Task Order" shall be used to initiate individual projects for the consultant to provide Services for MAPA or an LPA. Each properly executed Task Order will result in an agreement between MAPA or an LPA and Consultant including provisions substantially similar to this Master Agreement with any necessary amendments or additions thereto, and describing and establishing the fee for the specific project to be completed. Task Orders may only be issued until the expiration of the term of this Master Agreement. If the term of any Task Order extends beyond the term specified in this Master Agreement, this Master Agreement shall remain in full force and effect but only as to such Task Order.

#### **SECTION 4. TERM OF THE AGREEMENT**

This Master Agreement becomes effective on the date it is signed by MAPA and will end on January 31, 2021. MAPA reserves the right to extend this agreement for an additional two years beyond the end of the original term. MAPA will exercise its right to extend the term of the agreement by notifying Consultant in writing of such extension on or about one month prior to the end of the term of this Master Agreement.

#### **SECTION 5. SCOPE OF SERVICES**

The purpose of this Master Agreement is to contract with Consultant to complete communication support services under Task Orders issued by MAPA or an LPA. Each Task Order will also include an attachment entitled "Task Order Scope of Services". For each Task Order the Consultant will agree to complete the services set out in both the "General Scope of Services" and the "Task Order Scope of Services". The "Task Order Scope of Services" will

govern over any contrary language in the "General Scope of Services" of this Master Agreement.

Consultant will assist MAPA and LPA's with Communications Support for the Heartland 2050 Refresh. The Consultant will support, but not limited to the following elements:

- Project understanding and information gathering
- Communications strategy support
- Development and/or refinement of Heartland 2050 message, copy and brand voice
- Selection of media formats
- Design and visual representation of project information

Beyond the initial task order for the Heartland 2050 refresh. Task orders will be for communications and design assistance for MAPA's planning efforts that may include the following tasks:

- Development of communications strategy
- Development of written content for agency or project specific materials
- Visual representation and design for MAPA projects
- Development of branding and branding guides for MAPA projects
- Website improvements for MAPA's website (mapacog.org) or project websites, such as
   Heartland 2050 (heartland2050.org)
- Video development
- Social media assistance
- Other communications-related tasks as requested

The Consultant shall complete the services set out in both the General Scope of Services from the Master Agreement and the Task Order Scope of Services for Communication Support, attached hereto and hereby made a part of this Task Order as an Exhibit. The Exhibit is the result of the following process:

- (1) MAPA or LPA provided Consultant with a document describing the detailed proposed Scope of Services for this project
- (2) Consultant made necessary and appropriate proposed additions, deletions, and revisions to MAPA or LPA's detailed Scope of Services document
- (3) MAPA or LPA and Consultant together reviewed the proposed Scope of Services, the proposed revisions and negotiated the final detailed Scope of Services and Fee Proposal document, which is attached.

Consultant and MAPA or LPA have agreed that the submitted scope and fee proposal sets out the services reasonably necessary and the costs reasonably estimated for Consultant Services to provide for Communication Support. The Consultant agrees to provide the services listed on the Exhibit.

Upon receiving a written notice to proceed from MAPA or LPA, the Consultant shall complete the services required under this Task Order as set out in the Exhibit "Task Order Scope of Services," and in accordance with the terms of the Master Agreement, all of which are hereby made a part of this Task Order by this reference. The "Task Order Scope of Services" will govern over any contrary language in the "General Scope of Services" of the Master Agreement.

MAPA or LPA has the absolute right to add or subtract from the Scope of Services at any time and such action on its part will in no event be deemed a breach of this agreement. The addition or subtraction will become effective seven days after mailing written notice of such addition or subtraction.

#### SECTION 6. STAFFING PLAN (PE)

The Task Order will include a section related to changes to personnel of Consultant who will be responsible for the work under a Task Order. It is expected that the Task Orders will include, but not be limited to, the following or similar language:

The Consultant has provided MAPA or LPA with a staffing plan that identifies the employees of the Consultant who will be part of the primary team for this project. The primary team members will be agreed upon and identified in each Task Order. The primary team is expected to be directly responsible for providing the Services under this agreement. This document shall specify the role that will be assigned to each member of the primary team. During design, the Consultant may make occasional temporary changes to the primary team. However, any permanent change to the primary team will require prior written approval from MAPA or LPA.

Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services.

Failure on the part of the Consultant to provide acceptable replacement personnel or qualified new personnel to keep the services on schedule will be cause for termination of this Task Order and the Master Agreement, with settlement to be made as provided in

the <u>SUSPENSION</u>, <u>ABANDONMENT</u>, <u>OR TERMINATION</u> section of the applicable Task Order or Master Agreement.

# SECTION 7. NEW EMPLOYEE WORK ELIGIBILITY STATUS

The Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within MAPA of Nebraska. The Consultant hereby agrees to contractually require any subconsultants to 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.

The undersigned duly authorized representative of the Consultant, by signing this agreement, hereby attests to the truth of the following certifications, and agrees as follows:

**Neb.Rev.Stat. § 4-114.** I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all subconsultants, by contractual agreement, to require the same registration and verification process.

If the Consultant is an individual or sole proprietorship, the following applies:

- The Consultant must complete the United States Citizenship Attestation form and attach it to this agreement. This form is available on the Department of Road's website at <a href="https://www.transportation.nebraska.gov/projdev/#save">www.transportation.nebraska.gov/projdev/#save</a>.
- 2. If the Consultant indicates on such Attestation form that he or she is a qualified alien, the Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify the Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- The Consultant understands and agrees that lawful presence in the United States is required and the Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb.Rev.Stat. §4-108.

# SECTION 8. NOTICE TO PROCEED AND COMPLETION

Each Task Order will include a section setting out the requirements concerning Notice to Proceed and Completion. Any work or services performed by Consultant on a Task Order prior to the date specified in the Notice to Proceed will not be eligible for reimbursement.

Any work or services performed by Consultant after the completion date will not be eligible for reimbursement unless the Consultant has received a written extension of time from MAPA or the LPA. The completion date will not be extended because of any avoidable delay attributed to the Consultant, but delays not attributable to the Consultant, such as delays attributable to MAPA or the LPA may constitute a basis for an extension of time.

# SECTION 9. FEES AND PAYMENTS

The minimum total dollar amount of fees to be paid under this contract is \$15,000.00. The maximum total dollar amount of fees to be paid per term is \$125,000.00. For each Task Order, MAPA or LPA will specify which of the following payment methods will be used: Cost Plus Fixed Fee or Lump Sum.

Each Task Order will include a section setting out the requirements concerning Fees and Payments. It is expected that the Task Orders will include, but not be limited to, the following or similar "Fees and Payments" language:

- A. **Federal Cost Principles**. For performance of Services under the terms of this Task Order, the Consultant will be paid as authorized for each specific Task Order, subject to the terms of this agreement and all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulation (48 CFR 31).
- B. Federal-aid. (2-1-12) LPA will not make payments directly to Consultant for services performed under this agreement. Instead, MAPA will serve as a paying agent for LPA, and will pay Consultant directly for properly submitted and approved invoices using both LPA and Federal funds based on the applicable project federal cost participation percentage. The following process shall apply whenever the LPA, MAPA or the FHWA determines that certain costs, previously paid to Consultant, should not have been paid with federal funds by MAPA to Consultant. Consultant shall immediately repay MAPA the federal share of the previously paid amount and may invoice LPA for the costs repaid to MAPA. LPA shall promptly pay the full amount of the invoice from its own funds unless LPA, in good faith, disputes whether the Consultant is entitled to the payment under the agreement or the amount of the invoice. In the event of a dispute

- between LPA and Consultant, the dispute resolution process of Section 18 herein shall be used by the parties.
- C. Subconsultant Over-runs and Under-runs. The Consultant shall require any subconsultant to notify Consultant if at any time the subconsultant determines that its costs will exceed its negotiated fee estimate. The Consultant shall not allow any subconsultant to exceed its negotiated fee estimate without prior written approval of MAPA or the LPA. The Consultant understands that the amount of any subconsultant cost under-run will be subtracted from the total compensation to be paid to Consultant under this agreement, unless prior written approval is obtained from MAPA or LPA and, when applicable, FHWA.
- D. Out of Scope Services and Consultant Work Orders. MAPA or LPA may request that Consultant provide services that, in the opinion of Consultant, are in addition to or different from those set out in the Scope of Services. When MAPA or LPA decides that these services require an adjustment in costs, the Consultant shall: (a) describe the proposed services, (b) provide an explanation why Consultant believes that the proposed services are not within the original scope of services and additional work effort is therefore required, and (c) estimate the cost to complete the services.

  Consultant must receive written approval from MAPA or LPA before proceeding with the out-of-scope services. Before written approval will be given by MAPA or LPA, MAPA or LPA must determine that the situation meets the following criteria:
  - That the additional work is beyond the scope of services initially negotiated with Consultant; and
  - That the proposed services are within the scope of the Request for Proposal under which Consultant was selected and contract entered into; and
  - That it is in the best interest of MAPA or LPA that the services be performed under this agreement.

Once the need for a modification has been established, a supplemental agreement will be prepared.

If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement, MAPA or LPA shall use the process set out below:

 The Consultant Work Order (CWO) – DR Form 250 for LPA Federal –Aid projects and DR Form 251 for MAPA projects shall be used to describe and provide necessary justification for the additional the scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services. The CWO form is available on the Department of Roads website at <a href="http://www.nebraskatransportation.org/rfp/">http://www.nebraskatransportation.org/rfp/</a>. The CWO must be executed to provide authorization for the additional work and to specify when that work may begin. This Task Order will be supplemented after one or more CWOs have been authorized and approved for funding.

- E. Ineligible Costs. MAPA or LPA is not responsible for costs incurred prior to the Notice-to-Proceed date or after the completion deadline date set out in the <u>NOTICE</u> <u>TO PROCEED AND COMPLETION</u> section of this agreement or as provided in a written time extension notification.
- F. **Payment.** Payment for work under this agreement will be made based on actual costs plus a fixed fee for profit. Actual costs include direct labor costs, direct non-labor costs, and overhead costs.
  - <u>Direct Labor Costs</u> 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 the employee's straight time hourly rate for the pay period in which the work was performed. For salaried employees, the hourly earnings rate shall be their actual hourly rate as recorded in the Consultant's accounting books of record.
    - b) <u>Time records</u>: The hours charged to the project must be supported by adequate time distribution records. The records must clearly indicate the distribution of hours to all activities on a daily basis for the entire pay period, and there must be a system in place to ensure that time charged to each activity is accurate.
  - 2) <u>Direct Non-Labor Costs:</u> These costs include all necessary, actual, and allowable costs related to completing the work under the agreement, including but not limited to: meals, lodging, mileage, subject to the limitations outlined below; communication costs; reproduction and printing costs; special equipment and materials required for the project; special insurance premiums if required solely for this agreement; and such other allowable items.

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 MAPA, or the LPA on LPA projects, an invoice or billing

itemizing all direct non-labor costs claimed for work under this agreement, and all

supporting receipts or invoices. MAPA, on behalf of the LPA, will pay the

Consultant for all necessary, allowable, eligible and properly documented direct

non-labor costs related to the work under this agreement.

The following expenses will be reimbursed at actual costs, not to exceed the rates

as shown below.

a) The reimbursement for mileage associated with the use of company owned

vehicles shall be the prevailing standard rate as established by the Internal

Revenue Service (IRS) through its Revenue Procedures. Reimbursement for

mileage associated with the use of a privately owned vehicle (POV), is limited

to the lesser of:

(1) The mileage rate which the consultant reimbursed to the person who

submitted the claim for POV use, or

(2) The prevailing standard rate as established by the IRS.

b) Automobile Rentals and Air Fares will be actual reasonable cost and if

discounts are applicable the Consultant shall give MAPA or LPA the benefit of

all discounts.

c) 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

(1) For the Consultant and its employees to be eligible for the meal allowance,

the following criteria must be met.

Breakfast:

(a) Employee is required to depart at or before 6:30 a.m., or

(b) Employee is on overnight travel.

Lunch:

(a) Employee must be on overnight travel. No reimbursement for same

day travel.

- (b) Employee is required to leave for overnight travel at or before 11:00 a.m., or
- (c) Employee returns from overnight travel at or after 2:00 p.m.

#### Dinner:

- (a) Employee returns from overnight travel or work location at or after 7:00 p.m., or
- (b) Employee is on overnight travel.

Meals are not eligible for reimbursement if the employee eats within 20 miles of the headquarters town of the employee.

The Consultant shall note the actual lodging and meal costs in a daily diary, expense report, or on the individual's time report along with the time of departure to the project and time of return to the headquarters town. The total daily meal costs must not exceed the GSA rates set out above.

- 3) Overhead Costs include indirect labor costs, indirect non-labor costs, and direct labor additives that are allowable in accordance with 48 CFR 31. Overhead costs are to be allocated to the project as a percentage of direct labor costs. The Consultant will be allowed to charge the project using its actual allowable overhead rate. Overhead rate increases which occur during the project period will not be cause for an increase in the maximum amount established in this agreement.
- G. **Fee for Profit.** The fee for profit is computed upon the direct labor and overhead costs. The Fee for Profit is not allowable upon direct non-labor costs. For monthly or progress invoices, the Fee for Profit is calculated by multiplying the sum of the direct labor and overhead costs billed by the negotiated Fee for Profit Rate. If all of the work under this agreement is not completed for any reason, Fee for Profit will be adjusted based on MAPA or LPA's determination of the actual percentage of work completed.
- H. Invoices and Progress Reports. The Consultant shall submit invoices to MAPA or LPA no more frequently than at monthly intervals. The invoices must present actual direct labor, actual overhead, actual direct non-labor costs, as well as the fee for profit based upon the actual direct labor and overhead costs billed for that period. The invoices must identify each employee by name and classification, the hours worked, and each individual's actual labor cost. Direct non-labor expenses must be itemized and provide a complete description of each item billed.

Each monthly invoice must include a completed "Cost Breakdown Form" (see State's webpage at <a href="www.transportation.nebraska.gov/rfp">www.transportation.nebraska.gov/rfp</a>) and must be substantiated by a progress report which is to include/address, as a minimum:

- 1. A description of the work completed for that period
- 2. A description of the work anticipated for the next pay period
- 3. Information needed from MAPA or LPA
- 4. Percent of work completed to date

Consultant shall submit a progress report monthly even if Consultant does not submit a monthly invoice.

- Progress Payments. Payments will not be made unless the monthly progress reports provide adequate substantiation for the work and MAPA or LPA determines that the work has been properly completed. MAPA will make a reasonable effort to pay the Consultant within 30 days of receipt of the Consultant invoices.
- J. Final Invoice and Payment. Upon completion of the work under this agreement, the Consultant shall submit their final invoice. The Consultant shall review the overhead costs billed to-date to determine if the overhead rates used on the progress billings match the actual allowable rate applicable to the time period that the labor was incurred. If cost adjustments are necessary, they should be reflected on the final invoice. If a particular year's actual overhead has not yet been computed or approved by MAPA, the most recent years accepted rate should be applied.

Upon determination by MAPA or LPA that the work was adequately substantiated and completed in accordance with this agreement, payment will be made in the amount of the approved final invoice. The acceptance by the Consultant of the final payment will constitute and operate as a release to MAPA or LPA for all claims and liability to the Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the services rendered by or in connection with this agreement or any part thereof.

K. Agreement Close-Out. After the Consultant submits their final invoice, the Consultant must complete and submit to MAPA DR Form 39 (or DR Form 39a for LPA projects) – Pre-letting Professional Services Notification of Completion. The form must be submitted electronically according to the instructions on the form. DR Form 39 and 39a are available on the Department of Roads website at http://www.nebraskatransportation.org/rfp/.

- L. Audit and Final Cost Adjustment. Upon acceptance by MAPA or LPA, MAPA, or its authorized representative, may complete an audit review of the payments made under this agreement. The Parties understand that the audit may require an adjustment of the payments made under this agreement. The Consultant agrees to reimburse MAPA for any overpayments identified in the audit review, MAPA agrees to pay Consultant for any identified underpayments.
- M. Consultant Cost Record Retention. The Consultant shall maintain, and also require that its Subconsultants/Subcontractors maintain, all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such material available for examination at its office at all reasonable times during the agreement period and for three years from the date of final cost settlement by FHWA and project closeout by MAPA. Such materials must be available for inspection by MAPA, LPA, FHWA, or any authorized representative of the federal government, and when requested, the Consultant shall furnish copies.

# SECTION 10. PROFESSIONAL PERFORMANCE (MAPA or LPA PE Master Agreement 12-19-11)

It is expected that the Task Orders will include, but not be limited to, the following or similar language:

The Consultant understands that MAPA or LPA will rely on the professional training, experience, performance and ability of the Consultant. Examination by MAPA, LPA, or FHWA, or acceptance or use of, or acquiescence in the Consultant's services, will not be considered to be a full and comprehensive examination and will not be considered approval of the Consultant's services which would relieve the Consultant from liability or expense that would be connected with the Consultant's sole responsibility for the propriety and integrity of the professional services to be accomplished by the Consultant pursuant to this agreement.. The Consultant further understands that acceptance or approval of any of the services of the Consultant by MAPA or LPA, or of payment, partial or final, will not constitute a waiver of any rights of MAPA or LPA to recover from the Consultant, damages that are caused by the Consultant due to error, omission, or negligence of the Consultant in its services. That further, if due to error, omission, or negligence of the Consultant, the plans, specifications, and estimates are found to be in error or there are omissions therein revealed during or after the construction of the project and revision, reconsideration, or reworking of the plans is necessary, the

Consultant shall make such revisions without expense to MAPA or LPA. The Consultant shall respond to MAPA or LPA's notice of any errors, omissions, or negligence within 24 hours and give immediate attention to necessary corrections to minimize any delays to the project. This may involve visits by the Consultant to the project site, if directed by MAPA or LPA. If the Consultant discovers errors, omissions, or negligence in its work, it shall notify MAPA or LPA of the errors within 24 hours. Failure of the Consultant to notify MAPA or LPA will constitute a breach of this agreement. The Consultant's legal liability for all damages incurred by MAPA or LPA caused by error, omission, or negligent acts of the Consultant will be borne by the Consultant without liability or expense to MAPA or LPA.

# SECTION 11. SUSPENSION, ABANDONMENT OR TERMINATION (2/8/12)

#### Master Agreement:

MAPA has the absolute right to suspend, abandon, or terminate the Master Agreement at any time and such action on its part will in no event be deemed a breach of the Master Agreement. MAPA will give the Consultant seven days written notice of such suspension, abandonment, or termination.

If MAPA, suspends, abandons or terminates the Master Agreement, the Consultant will be removed from the list of selected consultants for work under this contract. In the event the Master Agreement is terminated for cause, MAP is not required to provide the Consultant with the minimum amount of fees under this Master Agreement.

# Task Order Agreement:

It is expected that the Task Orders will include, but not be limited to, the following or similar language:

- MAPA or the LPA has the absolute right to suspend or abandon the work, or terminate the Task Order at any time and such action on its part will in no event be deemed a breach of this Task Order. MAPA or the LPA will give the Consultant seven days written notice of such change of plan, suspension, abandonment, or termination. Any necessary change in Scope of Services shall follow the Consultant Work Order Process outlined in the <u>FEES AND PAYMENTS</u> section above.
- If MAPA or the LPA suspends or abandons the work, or terminates the Task Order as presently outlined, the Consultant shall be compensated in accordance with the provisions of 48 CFR 31, provided however, that in the case of suspension, abandonment, or termination for breach of this Task Order, MAPA or the LPA will

have the power to suspend payments, pending the Consultant's compliance with the provisions of this Task Order. For an abandonment or termination of this Task Order, payment to Consultant will be prorated based on the percentage of work completed by the Consultant prior to abandonment or termination compared to the total amount of work contemplated by this Task Order.

#### SECTION 12. OWNERSHIP OF DOCUMENTS (Master) (11-17-11)

All surveys, maps, reports, computations, charts, plans, specifications, electronic data, shop drawings, diaries, field books, and other project documents prepared or obtained for any Task Order are the property of MAPA or the LPA. The Consultant shall deliver these documents to MAPA or the LPA at the conclusion of the project without restriction or limitation as to further use.

MAPA and the LPA acknowledges that such data may not be appropriate for use on an extension of the services covered by this agreement or on other projects. Any use of the data for any purpose other than that for which it was intended without the opportunity for Consultant to review the data and modify it if necessary for the intended purpose will be at MAPA's or the LPA's sole risk and without legal exposure or liability to Consultant.

Further, Consultants' time sheets and payroll documents shall be kept in Consultants' files for at least three years from the completion of final cost settlement by FHWA and project closeout by the State.

## SECTION 13. CONFLICT OF INTEREST LAWS

The Consultant shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) for any Task Order and agrees to comply with all the Conflict of Interest provisions in order for MAPA's or the LPA's project to remain fully eligible for Federal funding. By signing this Master Agreement, the Consultant certifies that Consultant is not aware of any financial or other interest the Consultant has that would violate the terms of these federal provisions.

# SECTION 14. USE AND/OR RELEASE OF PRIVILEGED OR CONFIDENTIAL INFORMATION

For any Task Order under this Master Agreement, the Consultant shall review materials provided to determine whether the following provision applies. Certain information provided by MAPA or LPA to the Consultant is confidential information contained within privileged documents protected by 23 U.S.C. §409. "Confidential information" means any information that is protected from disclosure pursuant to state and federal law and includes, but is not limited to, accident summary information, certain accident reports, diagnostic evaluations, bridge

On-Call Professional Services, Consultant Template T-AGRS-5 (Modified 1/17/2019) inspection reports, and any other documentation or information that corresponds with said evaluations or reports, and any other information protected by 23 U.S.C. §409. "Privileged document" means any document pertaining to any file or project maintained by MAPA or LPA that is privileged and protected from disclosure, pursuant to appropriate state and federal law, including any document containing attorney-client communications between MAPA or an LPA employee and Legal Counsel. This confidential and privileged information is vital and essential to the Consultant in order that the Consultant adequately design the project at hand on behalf of MAPA or LPA.

The Consultant agrees it will only use any information or documentation that is considered to be privileged or confidential for the purposes of executing the services by which it has agreed to render for MAPA or LPA for the project at hand only. The Consultant agrees not to reveal, disseminate, or provide copies of any document that is confidential and privileged to any individual or entity. MAPA or the LPA agrees that any information or documentation that is considered to be privileged or confidential that is provided to Consultant will be marked with the following information. (Approved 11/4/11):

"CONFIDENTIAL INFORMATION: Federal Law, 23 U.S.C §409, prohibits the production of this document or its contents in discovery or its use in evidence in a State or Federal Court. The State of Nebraska [or LPA] has not waived any privilege it may assert as provided by that law through the dissemination of this document and has not authorized further distribution of this document or its contents to anyone other than the original recipient."

The Consultant agrees to obtain the written approval of MAPA or LPA prior to the dissemination of any privileged or confidential information or documentation if it is unclear to the Consultant whether such information or documentation is in fact privileged or confidential.

The Consultant and MAPA or the LPA agree that any unauthorized dissemination of any privileged or confidential information or documentation on the part of the Consultant will create liability on the part of the Consultant to MAPA or the LPA for any damages that may occur as a result of the unauthorized dissemination. The Consultant agrees to hold harmless, indemnify, and release MAPA or the LPA for any liability that may ensue on the part of MAP or the LPA for any unauthorized dissemination of any privileged or confidential information or documentation on the part of the Consultant.

SECTION 15. FORBIDDING USE OF OUTSIDE AGENTS

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, MAPA has the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

#### SECTION 16. GENERAL COMPLIANCE WITH LAWS

The Consultant hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the work in effect at the time of the work.

#### SECTION 17. DISPUTES

Any dispute concerning a question of fact in connection with the work covered under this agreement will be address in accordance with the Nebraska Department of Transportation's LPA Guidelines Manual Section 4.4.3.5 DISPUTE RESOLUTION.

# SECTION 18. RESPONSIBILITY FOR CLAIMS AND LIABILITY INSURANCE (For PE Master Agreements)

The Consultant agrees to save harmless MAPA from all claims and liability due to the error, omission, or negligence of the Consultant or those of the Consultant's agents or employees in the performance of services under this Master Agreement. Further, it is expected that in carrying out the work under these agreements, Consultant will make various decisions and judgments and Consultant will determine what actions are required by Consultant and by others to properly complete the work. Nothing in these agreements shall be interpreted to relieve Consultant from any liability it would otherwise have to MAPA and LPA in carrying out the work under these agreements.

Finally, the Consultant shall for the life of this Master Agreement, and for the life of any Task Order, carry insurance as outlined in Exhibit "A" attached hereto, and hereby made a part of this agreement. In any contract Consultant has with a subconsultant, Consultant shall require that the insurance requirements outlined in these Exhibits must be met by the subconsultant.

# SECTION 19. COORDINATING PROFESSIONAL REGISTRATION (For PE Master Agreements)

<u>Coordinating Professional</u>: It is expected that the LPA's Task Orders will include, but not be limited to, the following or similar language:

As required by Neb.Rev.Stat. § 81-3437, the LPA has designated a Coordinating Professional for this project. 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. § 81-3437(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. Consultant further agrees to require its subconsultants to cooperate with the designated Coordinating Professional. If, for whatever reason, the designated Coordinating Professional is no longer assigned to the project, the Consultant shall provide the LPA written notice of the name of the replacement within 10 business days.

<u>Coordinating Professional</u>: It is expected that MAPA's Task Orders will include, but not be limited to, the following or similar language:

As required by Neb.Rev.Stat. § 81-3437, MAPA has designated its Roadway Design Engineer as the Coordinating Professional for this project. 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 will 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 will also comply with the provisions of the Act, including Neb.Rev.Stat. § 81-3437(3)(g), and the implementing Rules and Regulations, Title 110, NAC section 6.3, and when applicable, will complete the duties of design coordination set out in Neb.Rev.Stat. § 81-3421. Consultant agrees to cooperate with MAPA's Coordinating Professional to meet the requirements of state law. Consultant further agrees to require its subconsultants to cooperate with the State's Coordinating Professional.

Professional Registration: To the extent the work requires engineering services, the Consultant shall affix and sign the seal of a registered professional engineer or architect licensed to practice in the State of Nebraska, on all applicable documents, plans, specifications, and reports prepared under any Task Orders as required by the Nebraska Engineers and Architects Regulations Act, Neb.Rev.Stat §81-3401 et. seq.

#### SECTION 20. SUCCESSORS AND ASSIGNS

This agreement is binding on successors and assigns of either party.

## SECTION 21. DRUG-FREE WORKPLACE POLICY

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

# SECTION 22. FAIR EMPLOYMENT PRACTICES ACT

The Consultant agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb.Rev.Stat. 48-1101 through 48-1126, which is hereby made a part of and included in this agreement by reference.

### SECTION 23. DISABILITIES ACT

The Consultant 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 24. DISADVANTAGED BUSINESS ENTERPRISES

The Consultant shall ensure that disadvantaged business enterprises, as defined in 49 CFR 26, have the maximum opportunity to compete for and participate in the performance of subagreements financed in whole or in part with federal funds under this agreement.

Consequently, the disadvantaged business requirements of 49 CFR 26 are hereby made a part of and included in this agreement by reference.

The Consultant shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of FHWA-assisted contracts. Failure of the Consultant to carry out the requirements set forth above will constitute a breach of this agreement and, after the notification of the FHWA, may result in termination of this agreement by MAPA or the LPA or such remedy as the State deems appropriate.

# SECTION 25. NONDISCRIMINATION

- A. <u>Compliance with Regulations</u>: During the performance of this agreement, the Consultant, for itself and its assignees and successors in interest, agrees to comply with the regulations of the DOT relative to nondiscrimination in federally-assisted programs of the DOT (49 CFR 21 and 27, hereinafter referred to as the Regulations), which are hereby made a part of and included in this agreement by reference.
- B. <u>Nondiscrimination</u>: The Consultant, with regard to the work performed by it after award and prior to completion of this agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices when the agreement covers a program set forth in Appendixes A, B, and C of 49 CFR 21.
- C. Solicitations for Subagreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subagreement, including procurements of materials or equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of race, color, sex, or national origin.
- D. <u>Information and Reports</u>: The Consultant shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by MAPA or FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall certify to MAPA or FHWA, as appropriate, and set forth what efforts it has made to obtain the information.
- E. <u>Sanctions for Noncompliance</u>: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this agreement, MAPA will impose such agreement sanctions as it or MAPA and FHWA may determine to be appropriate, including but not limited to withholding of payments to the Consultant under this agreement until the Consultant complies, and/or cancellation, termination, or suspension of this agreement, in whole or in part.

F. Incorporation of Provisions: The Consultant shall include the provisions of paragraphs A through E of this section in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subagreement or procurement as MAPA or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event a Consultant becomes involved in or is threatened with litigation with a Subconsultant/Subcontractor as a result of such direction, the Consultant may request that MAPA enter into such litigation to protect the interests of MAPA and, in addition, the Consultant may request that MAPA and United States enter into such litigation to protect the interests of the and United States.

#### SECTION 26. SUBLETTING, ASSIGNMENT, OR TRANSFER

Any other subletting, assignment, or transfer of any professional services to be performed by the Consultant is hereby prohibited unless prior written consent of MAPA is obtained.

As outlined in the <u>DISADVANTAGED BUSINESS ENTERPRISES</u> section of this agreement, the Consultant shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform subagreements. Any written request to sublet any other work must include documentation of efforts to employ a disadvantaged business enterprise.

# SECTION 27. CONSULTANT CERTIFICATIONS (State agreements)

The undersigned duly authorized representative of the Consultant, by signing this agreement, hereby swears, under the penalty of law, to the best of my knowledge and belief, the truth of the following certifications, and agrees as follows:

- A. **Neb.Rev.Stat. § 81-1715(1)**. I certify compliance with the provisions of Section 81-1715 and, to the extent that this contract is a lump sum, actual cost-maximum-not-to-exceed, or actual cost-plus-fixed fee professional service contract, I hereby certify that wage rates and other factual unit costs supporting the fees in this agreement are accurate, complete, and current as of the date of this agreement. I agree that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which MAPA determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.
- B. **Neb.Rev.Stat. §§ 81-1717 and 1718**. I hereby certify compliance with the provisions of Sections 81-1717 and 1718 and, except as noted below neither I nor any person associated with the firm in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving the administration of federal funds:

- 1. Has employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this agreement, or
- 2. Has agreed, as an express or implied condition for obtaining this agreement, to employ or retain the services of any firm or person in connection with carrying out this agreement, or
- 3. Has paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out this agreement, except as here expressly stated (if any).
- C. Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions. Section C1 below contains 10 instructions that consultant agrees to follow in making the certifications contained in C2.

#### 1. Instructions for Certification

- a. By signing this agreement, the Consultant is providing the certification set out below.
- b. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this project. The Consultant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with MAPA's determination whether to enter into this agreement. However, failure of the Consultant to furnish a certification or an explanation will disqualify the Consultant from participation in this agreement.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when MAPA determined to enter into this agreement. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, MAPA may terminate this agreement for cause or default.
- d. The Consultant shall provide immediate written notice to MAPA if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
- f. The Consultant agrees that should the proposed covered transaction be entered into, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by MAPA before entering into this agreement.
- g. The Consultant further agrees to include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered

- Transaction," provided by MAPA without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. The Consultant in a covered transaction may rely upon a certification of a prospective Subconsultant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Consultant may decide the method and frequency by which it determines the eligibility of its principals.
- i. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if the Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, MAPA may terminate this agreement for cause or default.

# 2. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

- a. By signing this agreement, the Consultant certifies to the best of its knowledge and belief, that it and its principals:
  - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - ii. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph a.(ii) above; and
  - iv. Have not within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- b. Where the Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this agreement. I acknowledge that this certification is to be furnished to the State and the FHWA in connection with this agreement involving participation of federal-aid highway funds and is subject to applicable, state and federal laws, both criminal and civil.

#### SECTION 28. NEBRASKA DEPARTMENT OF ROADS CERTIFICATION

By signing this agreement, I do hereby certify that, to the best of my knowledge, the 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 state and federal laws, both criminal and civil.

# SECTION 29. ENTIRE AGREEMENT (For Master Agreements)

This Master Agreement, and when applicable the Task Order, embodies the entire agreement of the Parties. Except for the terms of a Task Order between Consultant and MAPA or an LPA, 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. Furth	ner, the parties, by signing	this agreement,	
attest and affirm the truth of each and every certification and representation set out herein.			
EXECUTED by the Consultant this day of,		2019.	
	The NEW BLK		
STATE OF NEBRASKA)			
)ss. DOUGLAS COUNTY )			
DOUBLE COUNTY			
Subscribed and sworn to before me this	day of	_, 2019.	
	Notary Public		
EXECUTED by the MAPA this day of	·	, 2019.	
	OMAHA-COUNCIL BLUF METROPOLITAN AREA AGENCY Greg Youell		
	Executive Director		
AGRS-5(modified)			

Template T-EXH-13A (rev 5-16-18)

#### A. Consultant agrees to:

- (1) Make a detailed review of its existing insurance coverage,
- (2) Compare that coverage to the expected scope of the work under this Agreement,
- (3) Obtain the insurance coverage that it deems necessary to fully protect Consultant from loss associated with the work. Also, Consultant shall have at a minimum the insurance described below:

#### B. General Liability -

- (1) Limits of at least:
  - a. \$1,000,000 Per Occurrence
  - b. \$2,000,000 General Aggregate
  - c. \$2,000,000 Completed Operations Aggregate (if applicable)
  - d. \$1,000,000 Personal/Advertising Injury
- (2) Consultant shall be responsible for the payment of any deductibles.
- (3) Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- (4) General Aggregate to apply on a Per Project Basis.
- (5) MAPA shall be named as Additional Insureds on a primary and non-contributory basis including completed operations (the completed work/product) for three (3) years after the work/product is complete.
- (6) Consultant agrees to waive its rights of recovery against LPA. Waiver of subrogation in favor of LPA shall be added to, or included in, the policy.
- (7) Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.
- (8) If work is being done near a railroad track, the 50' railroad right of way exclusion must be deleted.
- (9) In the event that this contract provides for consultant to construct, reconstruct or produce a completed product, products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall be further maintained for a minimum period of five (5) years after final acceptance and payment.

(10) Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations (as per standard CG0001 Pollution Exclusion or equivalent). (If the standard pollution exclusion as provided by CG0001 has been amended, please refer to the following section entitled "Pollution Coverage.")

# C. Pollution Coverage -

- (1) In the event that the standard pollution exclusion as provided by CG0001 has been amended, coverage may be substituted with a separate Pollution Liability policy or a Professional Liability policy that includes pollution coverage in the amount of \$1,000,000 per occurrence or claim, and \$1,000,000 aggregate.
- (2) If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of Consultant.

# D. Automobile Liability -

- (1) Limits of at least:
  - a. \$1,000,000 CSL Per Accident
- (2) Coverage shall apply to all Owned, Hired, and Non-Owned Autos.
- (3) Consultant agrees to waive its rights of recovery against LPA. Waiver of Subrogation in favor of LPA, shall be added to the policy.

#### E. Workers' Compensation -

- (1) Limits: Statutory coverage for where the project is located.
- (2) Employer's Liability limits:
  - a. \$100,000 Each Accident
  - b. \$100,000 Disease Per Person
  - c. \$500,000 Disease Policy Limit
- (3) Consultant agrees to waive its rights of recovery against LPA. Waiver of subrogation in favor of LPA must be added to, or included in, the policy

# F. Professional Liability -

- (1) Limits of at least:
  - a. \$1,000,000 Per Claim
  - b. \$1,000,000 Annual Aggregate
- (2) Coverage shall be provided for three years after work/project completion.

INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICE PROVIDORS (LPA PROJECTS)

#### G. Electronic Data and Valuable Papers -

- (1) Limits of at least:
  - a. \$100,000 Electronic Data Processing Data and Media
  - b. \$25,000 Valuable Papers

#### H. Umbrella/Excess -

- (1) Limits of at least:
  - a. \$1,000,000 Per Occurrence
  - b. \$1,000,000 Annual Aggregate
- (2) Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Auto Liability.
- (3) LPA shall be "Additional Insureds".
- (4) Consultant agrees to waive its rights of recovery against LPA. Waiver of subrogation in favor of LPA shall be provided.

#### I. Additional Requirements -

- (1) If any of the work is sublet, equivalent insurance shall be provided by or on behalf of the subconsultant or subconsultants (at any tier).
- (2) Any insurance policy shall be written by an insurance company with a Best's Insurance Guide Rating of A VII or better.
- (3) Prior to consultant beginning work on a project under this agreement, Consultant shall provide LPA evidence of such insurance coverage in effect in the form of an Accord (or equivalent) certificate of insurance executed by a licensed representative of the participating insurer(s). Certificates of insurance must show the LPA as the certificate holders.
- (4) For so long as insurance coverage is required under this agreement, Consultant shall notify LPA when Consultant knows, or has reason to believe, that any insurance coverage required under this agreement will lapse, or may be canceled or terminated. Consultant must forward any pertinent notice of cancelation or termination to LPA by mail to the address listed below (return receipt requested), hand-delivery or facsimile transmission within 2 business days of receipt by Consultant of any such notice from an insurance carrier.
  - Copies of notices received by Consultant shall be sent to LPA, in care of LPA's Responsible Charge.
- (5) Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this Agreement.

INSURANCE REQUIREMENTS FOR

PROFESSIONAL SERVICE PROVIDORS (LPA PROJECTS)

- (6) The limits of coverage's set forth in this document are minimum limits of coverage. The limits of coverage shall not be construed to be a limitation of the liability on the part of Consultant or any of its subconsultants/tier subconsultants. The carrying of insurance described shall in no way be interpreted as relieving Consultant, subconsultant, or tier subconsultant of any responsibility or liability under the Agreement.
- (7) If there is a discrepancy of coverage between this document and any other insurance specification for this project, the greater limit or coverage requirement will prevail.

AN AGREEMENT BETWEEN THE OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY, AND DOUGLAS COUNTY TO RECEIVE HISTORIC GIS DATA SALES REVENUE

THIS AGREEMENT made and entered into this 16th day of January, 2019 by and between the Omaha-Council Bluffs Metropolitan Area Planning Agency (hereinafter called MAPA), and Douglas County.

#### WITNESSETH:

WHEREAS, MAPA administered the sale of various Douglas County GIS datasets on behalf of the Douglas County GIS Department to commercial customers over a period of five years from 2007 through 2012.

WHEREAS, the total balance of these GIS data sale funds is currently \$50,224.18 plus any accrued interest from the draft date of this document until the transfer date.

WHEREAS, there will not be any further sales revenue as neither Douglas County nor MAPA can any longer charge fees for distributing this type of GIS data. As such, MAPA Board of Directors have determined the balance of GIS data sales revenue should be returned to the Douglas County GIS Department to support GIS-related expenditures on behalf of Douglas County.

NOW, THEREFORE BE IT RESOLVED and the Parties agree MAPA shall transfer to Douglas County and Douglas County shall receive from MAPA said GIS data sales fund, including any accrued interest, and Douglas County shall use such funds to support GIS related expenditures of the Douglas County GIS Department. It is further agreed that once the funds have been transferred, neither Party will have any obligations to the other regarding this agreement, the funds, and/or the use of the funds.

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

OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY	ATTEST: Y	
BY:	BY:ate	Date
PRINT NAME	PRINT NAME	
DOUGLAS COUNTY	ATTEST:	
BY:	BY:ate	Date
Position		
PRINT NAME	PRINT NAME	

# **LEASE AGREEMENT**

# **FOR OFFICE SPACE**

THIS LEASE is made and entered into by and between the TRANSIT AUTHORITY OF THE CITY OF OMAHA, a political subdivision of the State of Nebraska (hereinafter "Lessor" or "METRO"), and OMAHA/COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY, a political subdivision of the State of Nebraska, (hereinafter "Lessee" or "MAPA")

#### WITNESS that:

For and in consideration of the mutual promises, covenants and agreements hereinafter contained to be kept and performed by each party hereto and upon the provisions and conditions hereinafter set forth, including payment of the rental designated to be paid by the Lessee, METRO and MAPA do hereby covenant and agree, and each for itself does hereby covenant and agree, as follows:

#### **SECTION 1. Granting of Leasehold.**

The Lessor leases and demises to the Lessee, and the Lessee takes and hires from the Lessor, upon and subject to the provisions and conditions of this Lease, the following:

For the term hereof unless otherwise terminated, the exclusive use of approximately 4,800 square feet of space in the building commonly known as the Administration Building of the Transit Authority of the City of Omaha located at 2222 Cuming Street in Omaha, Nebraska (hereinafter "Facility"), which space is more particularly described and depicted on Exhibit A attached hereto and by this reference incorporated herein (hereinafter "the Premises").

Lessor agrees to maintain such changes to the Premises as are identified in Exhibit B attached hereto and incorporated herein by this reference. The foregoing Premises may be hereinafter referred to as the "Leased Area".

To have and to hold the Leased Area for the term of this Lease hereinafter set forth, subject to the provisions, conditions, covenants and agreements herein contained.

The Lessee is granted the right to use or occupy the Leased Area or portions thereof in the manner set forth herein by any officer or employee of the Lessee for the sole purpose of providing office space for the term hereof for the Lessee provided that this use or occupancy remains consistent with the type and nature of the Lessed Area; however, Lessor makes no warranty concerning the suitability of all or any part of the Leased Area for Lessee's intended purpose.

Lessor agrees to furnish keys or security cards to enter the Facility. All such items shall remain the property of the Lessor. Upon expiration or termination of this Lease Agreement, Lessee shall surrender all such keys or cards. Lessee shall use the Leased Area for the purposes recited herein only during the regular business hours of the Lessor, unless reasonable advance notice shall be provided to Lessor, in which case Lessee's employees, agents and invitees shall observe all reasonable regulations or restrictions imposed thereupon by the Lessor.

Lessee covenants that any rights granted by this Lease shall not be exercised in such a way as to interfere with or adversely affect the Lessor's use, operation or maintenance of the Facility.

By taking possession of the Premises, Lessee shall have been deemed to have agreed that the same are in satisfactory order and condition and that Lessor has complied with all requirements of Exhibits Band C and that Lessee has accepted them in their entirety.

#### **SECTION 2.** Term; Granting of Possession.

This Lease shall commence on the 1st day of July, 2019 and shall continue for a term of three (3) years thereafter unless sooner terminated as herein provided. Notwithstanding any provision herein to the contrary, in the event Lessor's operations necessitate the use of all or any part of the Leased Area, Lessor shall have the right to terminate this Lease Agreement upon ninety (90) days written notice to the Lessee.

Notwithstanding any provision herein to the contrary, in the event Lessee experiences funding losses which prevent its ability to meet the rental obligations outlined in Section 3, Lessee shall have the right to terminate this Lease Agreement upon ninety (90) days written notice to the Lessor.

# SECTION 3. Rental.

Lessee hereby covenants with the Lessor that it will pay to the Lessor, at such place as the Lessor shall designate in writing, annual rental, payable in advance in equal installments, which amount shall be due on the 1st business day of each month under the following rental schedule:

#### **Effective Dates:**

July 1, 2019, \$71,688, \$5,974, per month. July 1, 2020 change to \$72,404.88, \$6033.74 per month. July 1, 2021 change to \$73,128.96, \$6,094.08 per month

#### This Contract expires on June 30, 2022.

In addition to the foregoing rental amount and as a further part of the consideration to be furnished by Lessee, Lessee agrees that if Lessee's particular use of the demised premises causes any increase in Lessor's insurance premiums above those normally charged for the use of the Facility as an administrative and garage and maintenance building, the Lessee shall pay 100 percent (100%) of such increased premiums necessitated by the Lessee's particular use of the Facility, as evidenced by a written statement from the Lessor's insurance carrier that said premium increase results from Lessee's occupancy of the Leased Area or use of the Facility.

The extension of any time or times for the payment of any installment or installments of rent, or the acceptance by the Lessor of any money other than of the kind herein specified (to wit: current legal tender of the United States of America) or less than that required by the provisions of this Lease shall not be deemed a waiver or release of the right of the Lessor to insist on having any or all of said payments of said rental being paid in full or made in the manner and at the time herein contained.

The Lessor and the Lessee, after due study and analysis of the pertinent facts and conditions relating to rental values for land and facilities of the type, location and description similar to the Leased Area, agree and have determined that the aforesaid rental, together with the appropriate rental increases, represents the fair rental value of the Leased Area fair the term of Lease. In making this determination, consideration has been given, among other matters, to the following items:

- (i) The cost to the Lessor (including the Federal Transit Administration of the Department of Transportation: FTA) of the construction of the Facility, including equipping the same;
- (ii) The cost to the Lessor (including FTA) of the maintenance and repair of the Facility;
- (iii) The taxes, assessments and other public charges, if any, at the rates in effect at the time of the execution of this Lease, which may be charged to the Lessor by reason of its ownership or which may affect the Facility, including the Leased Area, or are required to be paid by the Lessor by reason of the payment to it of the rentals hereunder, including, without limiting the generality of the foregoing, any

- charges or impositions levied upon or against the Facility or arising by reason of the occupancy, use or possession of the same by the Lessee;
- (iv) The administrative costs or other expenses of the Lessor at the time of the execution of this Lease and arising out of or pertaining to this Lease (current or future), including, but without limiting the generality of the foregoing, a properly allocable share of salaries and wages; indemnification to the Lessor as hereinafter provided; and, insurance premiums on insurance placed or maintained by the Lessee as hereinafter provided in this Lease; and,
- (v) Such other facts necessary and proper to a determination of the fair market value of the rental of said Leased Area.

#### SECTION 4. Taxes.

In addition to the rental hereinabove specified, and as a further part of the consideration to be furnished by the Lessee and as additional rental for the term demised, the Lessee covenants and agrees with the Lessor that the Lessee shall promptly pay all taxes levied or assessed at any or all times during the term hereby demised, by any and all taxing authorities, including all taxes charged as assessments, impositions, liens for public improvements, special charges and assessments (including specifically all special assessments and liens on the date of these presents) and in general all taxes, tax liens or liens in the nature of taxes which may be assessed, imposed or levied against the premises, including the land and all buildings, fixtures and improvements which may hereafter be placed thereon and all taxes levied upon the personal property which from time to time constitutes the furniture, furnishings, fixtures and equipment of the Lessee within the Leased Area, including all taxes which are assessed by any and all governmental authorities (e.g., City, State, County, Federal, School or any other taxing agencies, authorities, districts or otherwise), together with any interest, penalties or other taxes which may accrue thereon to the extent the same may result from the Les see's occupancy' or use of the Leased Area, including any construction, addition, installation, or betterment placed or caused to be placed upon the Leased Area by Lessor or Lessee pursuant to or in accordance with this Lease as evidenced by a written statement from the Assessor that the taxes result from Lessee's occupancy of the Leased Area or use of the Facility. Provided that in the event any of said taxes or assessments are payable, in accordance with the terms of their impositions, in installments, then the Lessee shall have the right to pay the same as such installments fall due.

The Lessor agrees to, and upon written request by the Lessee shall take whatever steps may be necessary to contest any assessed valuation, the amount of any tax or assessment, or to recover any taxes, assessments or other governmental charge paid, if such assessed valuation or tax or assessment or other governmental charge or the amount thereof appears to be improper

or invalid. The Lessee agrees to reimburse the Lessor for any and all costs and expenses thus incurred by the Lessor. The Lessee, if it elects to do so, may file in the name of the Lessor all protests or other instruments, and institute and prosecute proceedings for the purpose of any such contest. If any taxes or assessments or other governmental charges are levied or imposed upon the Lessor for reasons hereinabove stated on all or part of the Facility, the Lessee may in good faith contest such tax, assessment or other governmental charge. In the event of any contest permitted by this section, the Lessee shall, prior to any such contest, furnish the Lessor indemnity in form and amount satisfactory to the Lessor against any loss or liability by reason of such contest or by reason of any lien or charge arising out of the tax or assessment contested, and shall effectively prevent foreclosure or enforcement thereof, but such tax or assessment may be contested only if and so long as such contest or proceeding shall stay the execution or enforcement or foreclosure of any such lien or charge, and if so stayed and said stay thereafter expires, then and in any such event, the Lessee shall forthwith pay and discharge such lien or charge.

In the event that the Lessee shall fail, refuse or neglect to make any of the payments required by this section, then the Lessor may at its option, without constituting a waiver of the default occurring in this Lease, pay the same in the amount or amounts of money so paid, including reasonable attorney fees and expenses which might have been reasonably incurred because of or in connection with such payments, together with the interest on all of such amounts at the rate of 14 percent per annum, which shall be repaid by the Lessee to the Lessor upon demand from the Lessor, and the payment thereof may be collected or enforced by the Lessor in the same amount as though said amount were an installment of rent specifically required by the terms of this Lease to be paid by the Lessee to the Lessor upon the day when the Lessor demands the repayment thereof or the rightful reimbursement therefor of and from the Lessee.

The parties intend that any temporary extension by tax collecting authorities or by ordinance or by statute of the due or delinquency date of taxes shall not accrue to the benefit of the Lessee but the Lessee shall, in any event, pay taxes at least thirty days before the same become delinquent under the general law governing the payment of the same.

#### SECTION 5. Operation and Maintenance of the Leased Area.

During such times as the Lessee is in possession of or entitled under the terms of this Lease to possession or use of the Leased Area, the operation and maintenance of the Leased Area shall be the responsibility of the Lessor, and all costs of such operation and maintenance shall be at the expense of the Lessor. The foregoing shall include janitor service as may be regularly

provided to the remainder of the Facility, power, gas, light, heating, water, sewer and all other public utility services as they currently exist or as required by Exhibit B, except telephone service for the Lessee and related installation which shall be the obligation of the Lessee. Lessor agrees to maintain all signage identified in Exhibit B. Subject to the provisions of Sections 6 and 8 hereof, the Lessor at its own expense shall maintain or cause the Leased Area to be maintained in a state of good condition and will make or cause to be made all necessary and proper repairs, renewals, and replacements, resulting from or required by the ordinary wear and tear upon the Leased Area. Provided that nothing herein shall be construed to obviate any liability of the Lessee to the Lessor for damages sustained from the negligence or improper use of all or any part of the Facility, including its fixtures, furnishings and equipment and the Leased Area, by the Lessee, its employees or agents.

The Lessee shall not commit or allow any waste with respect to the Leased Area or any part of the Facility including its fixtures, furnishings and equipment and will not remove or permit the removal of any of Lessor's furnishings or such furnishings which may have been provided by Lessor, fixtures, equipment or apparatus at any time constituting a part of the Leased Area or the Facility; provided that with the written consent of the Lessor, the Lessee may remove or permit the removal of such fixtures, equipment and/or apparatus installed by the Lessee during the term hereof, which fixtures, equipment or apparatus may be removed without physical damage to any part of the Leased Area. The Lessee shall maintain and keep the Premises free of rubbish and refuse.

#### SECTION 6. Risk.

Lessee agrees that all property of whatever type owned or provided to it, placed or caused by Lessee to be placed upon or within all or any part of the Facility including the Leased Area shall be kept therein at Lessee's own risk and that Lessor shall not be liable to any person, including Lessee, for any damage to persons or property resulting from structural failure, the elements, explosion, act of God, fire, water, steam, gas, plumbing, electricity, rain, snow, leakage, breakage, overflow or from any other cause whatsoever, whether originating in the Leased Area or all or any part of the Facility including the land upon which it is constructed or elsewhere, unless resulting solely and proximately from the willful act or negligence of the Lessor.

#### SECTION 7. Right of Entry.

During the term hereof, the Lessor together with FTA and/or representatives of the United States Department of Transportation shall have the right of access to the Leased Area at all times reasonable or at any time in case of an emergency for the purpose of inspection or if necessary for proper maintenance or for any other purpose connected with or pertaining to the Lessor's rights or obligations under this Lease or as required by law in the carrying out of such

rights or obligations and to determine whether the Lessee has complied and is complying with the terms and conditions of this Lease with respect to the Leased Area.

No such entry by or on behalf of the Lessor upon the Leased Area shall cause or constitute a termination of the letting thereof or be deemed to constitute an interference with Lessee's right of possession.

#### SECTION 8. Alterations, Additions, Betterments, Installations, and Removal.

Lessee may, at its own expense, either at the commencement of or during the term of this Lease, make or cause to be made such alterations in and/or betterments or additions to the Leased Area, including without limitation, alterations in the water, gas and the electric wiring system as may be necessary to fit the same for the purposes hereinabove designated to the extent the same does not interfere with Lessor's operations or use of all or any part of the Facility, upon first obtaining the written consent from the Lessor as to the materials to be used and the manner of making such alterations and/or betterments or -additions. Lessor covenants not to unreasonably withhold said approval of any alterations and/or betterments or additions which may be proposed during the term of the Lease. Lessee further agrees to submit all plans and shop drawings for any of the foregoing to Lessor for its prior written approval before commencing any such work within the Leased Area.

Lessee shall not place any exterior or interior signage about the Leased Area or place any holes on or about any part of the Premises without the prior written consent of the Lessor.

At any time prior to the expiration or earlier termination of this Lease, Lessee, with the prior written consent of the Lessor, may remove any or all of such alterations, additions, betterments, or installations in such a manner as will not cause physical damage to any part of the Leased Area or the Facility. In the event that the Lessee shall elect to make any such removal, Lessee shall restore the Leased Area, or the portion or portions affected by such removal, to the same condition as existed prior to the making of such alteration, addition or installation, ordinary wear and tear excepted. All alterations, additions or installations not so removed by Lessee shall become the property of the Lessor without liability on the Lessor's part to pay for the same.

Notwithstanding any other provision in this Lease to the contrary, it shall be the responsibility of the Lessee to maintain in a good state of repair any and all alterations, additions, betterments, or installation permitted under this section.

The Lessee agrees to pay when due any sums of money that may become due for or purporting to be for any labor, services, materials, supplies, utilities, or equipment alleged to have been furnished or to be furnished to or for the Lessee unless otherwise provided herein other than at the instance of the Lessor (whether by reason of the compliance by the Lessee with

the provisions of the Lease or otherwise) in, upon or about the Facility, including the Leased Area, and which may be secured by any mechanics', materialmen's or other lien against the Facility and the Lessor's interest therein, and will cause each such lien to be fully discharged and released at the time of the performance of any obligation secured by any such lien when same matures or becomes due; provided, however, that if the Lessee desires to contest any such lien, it may do so (i) if the Lessee shall, prior to any such contest, furnish the Lessor indemnity in a form and amount satisfactory to the Lessor against any loss or liability by reason of such contest or lien and shall effectively prevent foreclosure enforcement thereof, and (ii) if and so long as such contest or proceeding shall stay the execution or enforcement or foreclosure of such lien, and if so stayed and said stay thereafter expires, then and in any such event, the Lessee shall forthwith pay and discharge such lien.

#### SECTION 9. Use of Leased Area; Compliance with Laws.

The Lessee hereby covenants and agrees that it will use or cause the Leased Area to be used solely for those purposes indicated in Section 1 hereof.

Lessee further covenants and agrees that its use of any equipment of the Lessor pursuant to the authorization of this Lease shall be done only with properly trained personnel who shall employ the same only for its intended purposes and in a prudent, conscientious and good and workmanlike manner.

The Lessee further covenants and agrees that it will promptly comply with, by appropriate repair, improvement, replacement or maintenance procedures, all valid statutes, ordinances, laws, judgments, decrees, regulations, directions or requirements of any governmental authority now and hereinafter applicable to and having jurisdiction of the Leased Area as the same may relate to the manner of use of the Leased Area or the condition of any furniture, furnishings, fixtures, equipment, construction, additions or betterment placed or caused to be placed upon the Leased Area by the Lessee. Provided that the Lessee may, in good faith and with due diligence, contest any such governmental requirement, even though such contest may result in the imposition of a lien or charge against the Leased Area (i) if the Lessee shall, prior to any such contest, furnish the Lessor indemnity in form and amount satisfactory to the Lessor against any loss or liability by reason of such contest or by reason of such lien or charge and shall effectively prevent foreclosure and enforcement thereof, and (ii) if and so long as such contest or proceedings shall stay the execution or enforcement or foreclosure of such lien or charge, and if so stayed and said stay thereafter expires, then and in any such event, the Lessee shall forthwith pay and discharge such lien or charge.

The Lessee shall not perform or permit others to perform any work in the Leased Area relating to any repair, renewals, replacements, rebuildings or alterations thereof or any

construction thereupon or thereto, unless the Lessee shall first have procured any required governmental permits and authorizations, and all such work and construction shall be done in a good and workmanlike manner and in compliance with all building, zoning and other laws, ordinances and any governmental regulations and requirements, and in accordance with the requirements, rules and regulations of all insurers of the Facility. The Lessor agrees to join in the application for any required permits and authorization whenever application by it is required for such permits or authorizations, but the Lessee shall indemnify and reimburse the Lessor for all costs and expenses which may thereby be incurred by the Lessor, except those associated with the obligations of the Lessor under this Lease.

#### SECTION 10. Liability and Property Damage Insurance.

Commencing with the term of this Lease, the Lessee shall procure and maintain in full force and effect from responsible insurers authorized to do business in the State of Nebraska a comprehensive insurance policy or policies no more restrictive than the standard form, in protection of the Lessor and the Lessee and their respective officers, executives, agents, servants and employees, insuring said parties and each of them against all direct or contingent loss or liability for damages for personal injury or death or damage to the Facility or any part thereof (including the land upon which the same is constructed and any and all parking lots provided therefor) including the loss of use thereof, occurring on or in any way related to or occasioned by reason of the Lessee's occupancy or use of the Leased Area or the operations of the Lessee upon, in and around the Leased Area, the Facility, and the land upon which it is constructed and the parking lots provided therefor or any of them, with insurance in the amount of not less than \$1,000,000 combined single limit, each occurrence for personal injury or death or damage to property. Such policy shall cover the entirety of the Facility (including the land upon which it is constructed and the parking lots. provided therefor, its equipment and fixtures, elevators, boilers and escalators, any sidewalks, streets or other public ways adjoining the Facility) and shall insure the Lessee against the liability of the Lessee under Section 21 hereof, to the extent the liability of the Lessee under such section is insurable. If the Lessee so requests, such liability insurance may be procured and maintained by it as part of or in conjunction with any other liability policy or policies carried by it.

#### SECTION 11. Certificates of Insurance; Terms Thereof.

Upon or prior to the commencement; of the term of this Lease, the Lessee shall furnish policies or certificates of the insurers showing the amount and type of the insurance then in effect that is required to be procured and maintained by the Lessee under any section of this Lease and

stating the date and term of the policy evidencing such insurance and, with respect to the liability insurance required by Section 10, that such liability policy or policies insures the Lessee against the liability of the Lessee under Section 20 hereof to the extent the liability of the Lessee under the latter section is insurable and certificates that the insurance so procured and maintained by the Lessee complies in all respects with the requirements hereof, including without limitation the requirements hereof as to the amounts and types of such insurance.

Certificates evidencing any renewal of the aforementioned insurance or of renewals of such renewals shall be delivered not less than 30 days prior to the expiration of any policy of insurance represented by any such certificate. All policies of insurance shall provide for not less than 30 days' notice to the Lessor before such policy may be cancelled.

Lessee shall furnish Lessor with satisfactory evidence it carries Workers Compensation Insurance in accordance the laws of the State of Nebraska.

#### SECTION 12. Destruction or Damage to the Leased Area; Abatement of Rental.

In the event of damage to or destruction of less than all of the Leased Area by fire or any other casualty, the Lessor shall promptly restore or shall authorize the Lessee to restore the Leased Area to a condition at least as good as existed immediately prior to such casualty, but only to the extent that insurance proceeds are available for such restoration or rebuilding. In the event of total destruction of the Leased Area by fire or other casualty, this Lease shall be terminated.

During any period in which, by reason of any damage or destruction (other than by condemnation, which is hereinafter provided for) or by reason of any act or omission of the Lessor, its employees or agents, there is substantial interference with the use and occupancy by the Lessee of the Leased Area, the rental hereunder for the Leased Area shall be abated proportionately in the proportion that that part of the Leased Area rendered so untenantable bears to the whole of the Leased Area, and such abatement shall continue for the period commencing with such destruction or damage and ending with the substantial completion of the work of repair or reconstruction of the Leased Area or said portion thereof, but not to exceed the term of this Lease in any event. In the event of any partial damage or destruction, this Lease shall continue in full force and effect, and the Lessee may at its option terminate this Lease upon 60 days written notice to the Lessor.

#### SECTION 13. Condemnation.

If the whole or substantially the whole of the Facility shall be appropriated or condemned by reason of eminent domain, then this Lease shall terminate as of the day possession shall be so taken, and the Lessee's obligation to pay rentals hereunder and its duty to discharge any other obligation hereunder, other than the payment of money then due and damages arising out of any breach on its part, shall cease and terminate.

Any award made in condemnation proceedings for the condemning or damaging of the Leased Area in whole or in part shall be paid to the Lessor and the Lessee shall have no interest therein or thereto and shall not be entitled to any part of such award, other than an award made to the Lessee for condemnation of its leasehold interest or part thereof which shall be paid to the Lessee.

## SECTION 14. Performance of the Lessee's Obligations by the Lessor.

If the Lessee shall fail to keep or perform any of its obligations hereunder with respect to (i) maintenance and making of repairs, renewals and replacements; (ii) compliance with legal or insurance requirements; (iii) keeping the Facility free of liens; or (iv) the making of any other payment or performance of any other obligation to be made or performed by the Lessee, then the Lessor may but shall not be obligated to, upon the continuance of such failure on the Lessee's part for 30 days after written notice to the Lessee and without waiving or releasing the Lessee from any such obligation, as an additional, but not exclusive, remedy, to make such payment or to perform such obligation, and all sums so paid by the Lessor and all necessary costs and expenses incurred by the Lessor in performing such obligation, shall be deemed to be and shall constitute additional rental due and payable hereunder upon notice to the Lessee of such performance by the Lessor.

#### SECTION 15. Quiet Enjoyment and Peaceable Possession.

The Lessor covenants that it is well-seized of the Facility including the Leased Area and the land upon which it is constructed and has good title thereto free and clear of all liens and encumbrances, subject to any right, title or interest held or possessed by the United States Government by and through any grant authorized through FTA.

The Lessor and the Lessee mutually covenant and agree that the Lessee, by keeping and performing the covenants and agreements herein contained to be kept and performed and by it, shall at all times during the term of this Lease have the right to peaceably and quietly possess and enjoy the Leased Area without suit, trouble or hindrance from the Lessor.

## SECTION 16. Surrender of the Leased Area.

The Lessee covenants and agrees that upon termination or expiration of this Lease, it shall surrender to the Lessor the Leased Area together with any improvements thereto and thereon,

in good order and condition, reasonable wear and tear excepted, and in a state of repair that is consistent with prudent use and conscientious maintenance thereof.

#### SECTION 17. Subleasing by the Lessee.

Neither this Lease nor any renewal thereof nor any interest of the Lessee shall at any time be mortgaged, hypothecated, affected, pledged, assigned or transferred by the Lessee by voluntary act or operation of law or otherwise.

The Lessee shall have no right to sublease all or any part of the Leased Area for any purpose to any person or to permit any person to use or occupy any part of the Leased Area.

The Lessee shall at all times remain liable for the performance of all covenants, conditions and obligations on its part to be performed hereunder, including the obligation to pay rental as provided in this Lease, notwithstanding any mortgaging, hypothecating, affectation, assigning, transferring or subletting which may be made, or any use and occupancy of the Leased Area or portions thereof by any other person.

#### SECTION 18. Breach and Waiver by Lessee.

The Lessee shall be in default hereunder if during the term of this Lease (i) the Lessee shall fail to pay when due from and owing by the Lessee any installment of rentals or any other sums herein specified, and such failure shall continue for 10 days; or (ii) the Lessee shall fail to observe or perform any other of the Lessee's covenants, agreements or obligations here- under and such failure shall not be cured within 30 days or such additional time as is reasonably required to correct any such failure, after the Lessor shall have given to the Lessee written notice specifying wherein the Lessee has failed to observe or perform any such covenant, agreement or obligation, or (iii) if the Lessee's interest in this Lease or any part thereof is mortgaged, hypothecated, affected, pledged, assigned or transferred either voluntarily or by operation of law, or if such interest or any part thereof is sublet by the Lessee or the Lessee shall permit any other person to use and occupy all or any part of the Leased Area, or (iv) if the Lessee shall file any petition or institute any proceeding under the Federal Bankruptcy Act either as such Act now exists or under any amendment thereof which may be hereafter enacted, or any act or acts, state or federal, dealing with or relating to the subject or subjects of bankruptcy or insolvency, or under any amendment of any such act or acts, either as a bankrupt, or as an insolvent, or as a debtor, or in any similar capacity, wherein or whereby the Lessee asks or seeks or prays to be adjudicated a bankrupt, or is to be discharged from any and all of the Lessee s debts or obligations, or offers to the Lessee's creditors to effect a composition or extension of time to pay the Lessee's debts or asks, seeks or prays for a reorganization or to effect a plan of reorganization, or for a readjustment of the Lessee's debts or for any other similar relief, or if any such petition or any such proceedings of the same or similar kind or character be filed or instituted or taken against

the Lessee, or if a receiver of the business of the property or assets of the Lessee shall be appointed by any court, except a receiver appointed at the instance or request of the Lessor, or if the Lessee shall make a general or any assignment for the benefit of the Lessee's creditors, or (v) if the Lessee shall abandon or vacate the Leased Area.

If the Lessee shall be in default hereunder as aforesaid:

1. The Lessor may, at its election, at the time Lessee shall be in such default hereunder or at any time thereafter while the event of default shall continue, give the Lessee written notice of intention to terminate this Lease on a date specified in said notice, which date shall not be earlier than 30 days except for rental as provided in this section after such notice is given, and if all defaults have not been cured on the date so specified, the Lessee's rights to possession of the Leased Area shall cease, and with or without re-entry by the Lessor, this Lease and the term hereof shall thereupon cease, and the Lessor may then re-enter and take possession of the Leased Area. In the event of termination of the Lease as herein provided, the Lessee's obligation to pay any further rentals hereunder shall immediately cease and determine and the Lessee shall have no further obligation hereunder and the Lessee shall thereafter have no liability with respect hereto and shall forthwith surrender possession of the Leased Area as provided in Section 16 hereof; provided that the Lessee shall be and shall remain liable for all rentals accrued hereunder to the date such termination becomes effective and for all other sums then owing by the Lessee hereunder; and provided further that, notwithstanding the termination of this Lease and the term hereof or any re-entry by the Lessor upon such termination as aforesaid, the Lessee nevertheless agrees to pay to the Lessor as liquidated damages for the default by the Lessee, the reasonable costs of alterations made by the Lessor, which costs are incurred in order to place the Leased Area in the condition or substantially the same condition as it existed prior to Lessee's use and occupancy thereof, ordinary wear and tear excepted.

Neither notice to pay rent or to deliver up possession of the Leased Area given pursuant to law, nor any ejectment or other proceeding taken by the Lessor, shall of itself operate to terminate this lease and no termination of this Lease on account of default by the Lessee shall be or become effective, either by operation of law or by the action of the Lessor or of the Lessee or otherwise except only in the manner expressly provided above in this Part 1. The Lessee covenants and agrees that no surrender of the Leased Area or of this Lease or any termination of this Lease shall be valid in any manner or for any purpose whatsoever unless notice of such surrender or termination has been given by the Lessor as above expressly provided.

2. As a remedy alternative to that set forth in Part 1 above in this section, the Lessor may elect not to terminate this Lease and the term thereof as provided in said Part 1, in which event the Lessee agrees to and shall remain liable for the payment of all rentals reserved herein and other sums payable by it hereunder and the performance of all conditions herein contained, and shall pay said rental at the same time and in the same manner as provided by this Lease, notwithstanding any entry or re-entry by the Lessor as provided in this paragraph, or any suit in unlawful detainer otherwise brought by the Lessor for the purpose of effecting such entry or re-entry or obtaining possession of the Lease Area. In such event, at its discretion, the Lessor may re-let the Leased Area; provided, however, that the Lessee agrees that this Lease constitutes full and sufficient notice of the right of the Lessor to re-rent and re-let the Leased Area or any part thereof without affecting a surrender or termination of this Lease and the term hereof, and further agrees that no acts of the Lessor affecting such re-entry or reletting shall constitute a surrender or termination of this Lease and the term hereof, irrespective of the period for which such re-renting or re-letting is made or the terms and conditions of such re-renting or re-letting or otherwise, but that, to the contrary, in the event of any default by the Lessee, as aforesaid, the right to terminate this Lease shall vest in the Lessor to be effected in the sole and exclusive manner provided in Part 1 above of this section. The Lessee shall remain liable for all rentals reserved herein and other sums payable by it hereunder, and no re-entry or re-renting or re-letting shall relieve it of its obligation hereunder to pay such rentals or sums or perform any other obligations provided herein, all of which shall survive such re-entry and whether or not the Leased Area or any part thereof shall have been re-rented or re-let, but the Lessee shall receive a credit against such rental and sums in the amount of the proceeds, if any, of such re-renting or re-letting, after deducting from such proceeds and sums all of Lessor's expenses incurred and in connection with such re-renting or re-letting, including without limitation all repossession costs, brokerage commissions, legal expenses, attorney fees, expenses of employees, removal costs, alteration costs and expenses of preparation for re-renting or re-letting. Unless covered by the proceeds of such re-renting or re-letting as aforesaid, the Lessee further agrees to pay the Lessor the cost of any alteration or additions to the Leased Area made for the purpose of re-renting or re-letting of the Leased Area in an amount not to exceed actual cost, such payment to be made upon notice to the Lessee of the completion and installation of such additions or alterations. Lessor shall have the right to use and occupy the Leased Area or portions of either of them as if it were a tenant upon a rerenting or re-letting referred to above in this Part 2, and such use and occupancy by the Lessor shall constitute 8 re-renting or re-letting for all purposes of this part. In the event of such use and occupancy by the Lessor, the Lessor shall be deemed to receive,

as proceeds of such re-renting or re-letting to itself, the fair market rental value of the Leased Area or portion thereof used and occupied by the Lessor, which fair market value shall be determined upon the commencement of such use and occupancy by the Lessor and annually thereafter so long as such use and occupancy continues.

3. Having elected not to terminate this Lease as provided in Part 2 of this sect ion, the Lessor may at any time thereafter while the Lessee is in default hereunder elect to proceed under its remedies set forth in Part 1 above of this section.

If under any of the foregoing provisions of this section, the Lessor shall have the right to re-enter and take possession of the Leased Area, the Lessor nay enter and expel the Lessee and those claiming through or under the Lessee and remove their property and effects (forcibly if necessary), without being guilty of any manner of trespass and without any liability therefor and without prejudice to any of the remedies of the Lessor in the event of default by the Lessee, and without liability for any interruption of the conduct of the affairs of the Lessee or those claiming through or under it which may result from such entry. The Lessee hereby irrevocably appoints the Lessor as the agent and attorney-in-fact of the Lessee to remove all its personal property whatsoever situated upon the Leased Area and to place such property in storage in any warehouse or other suitable place in the city of Omaha, Nebraska, for the account of and at the expense of the Lessee, and Lessee hereby exempts and agrees to hold the Lessor harmless from any costs, loss or damage whatsoever arising or occasioned by any such entry or the removal and storage of such property by the Lessor or its duly authorized agents in accordance with the provisions of this section. The Lessee hereby waives any and all claims for damages caused or which may be caused by the Lessor in re-entering and taking possession of the Leased Area as provided in this section, including all claims for damages to or loss of any property belonging to the Lessee that may be in or upon the Leased Area or any part of the Facility.

The Lessee hereby waives, surrenders and gives up all right or privilege which the Lessee may have under or by reason of any applicable law, regulation or ruling now in effect, or any future law, regulation or ruling, to redeem, occupy or reoccupy the Leased Area, after having been dispossessed or ejected therefrom by the process of law or the provisions of this section of the Lease.

Each and all of the rights and remedies given to the Lessor hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Lessor to any or all remedies.

The waiver by the Lessor of any breach by the Lessee of any provision, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other provision, covenant or condition hereof, nor shall any forbearance by the Lessor to seek a remedy

for any breach by the Lessee be a waiver by the Lessor of its rights and remedies with respect to any subsequent breach.

#### SECTION 19. Breach by Lessor.

The Lessor shall in no event be in default of the performance of any of its obligations hereunder unless and until the Lessor shall have failed to perform such obligations within 60 days, or such additional time as reasonably is required to correct any such default, after notice by the Lessoe in writing to the Lessor properly specifying wherein the Lessor has failed to perform any such obligation.

#### SECTION 20. Indemnification.

During the term of this Lease or during any period prior thereto in which the Lessee shall use and occupy all or any part of the Leased Area or the Facility, including the land upon which it is constructed, Lessor, its officers, executives, agents and employees shall not be liable to the Lessee or any other party whomsoever claiming under or through the Lessee and as a result of Lessee's acts, including its employees or agents, for any death, injury or damage that may result to any person or property by or from any cause whatsoever in or about the Leased Area or the Facility, including the land upon which it is constructed. The Lessee shall indemnify and hold the Lessor, its officers, agents and employees harmless from and defend them against any and all liabilities, fines, suits, claims or damages, including those of the Lessor, its employees or agents, liens, actions and judgments, and costs, attorney fees and expenses of any kind or nature whatsoever due to or arising out of (i) any breach, violation or nonperformance of any covenant, condition or agreement in this Lease set forth and contained, on the part of the Lessee to be fulfilled, kept, observed and performed; or (ii) any damage to property occasioned by the Lessee's use and occupancy of the Leased Area or the Facility, including loss of use thereof, including the land upon which it is constructed; or (iii) any injury to person or persons, including death, resulting at any time from the Lessee's use and occupancy of the Leased Area or the Facility and the land upon which it is constructed or as a result of Lessee's business operations occurring anywhere, including in or about the Leased Area or the Facility and the land upon which it is constructed or upon the public ways joining the same. Lessee shall give prompt notice to Lessor of all claims or suits initiated as a result of Lessee's operation on or about the Leased Area or the Facility. If the Lessor, its officers, executives, agents and employee or any of them are made a party to any action or proceeding arising out of any of the events or happenings contemplated by the preceding sentences, they may be entitled to appear, defend or otherwise take part at their election and by counsel of their choosing, provided such action by them does not limit or make void any liability of any insurer of the Lessor or the Lessee hereunder in respect to the claim or matter in question.

Lessor agrees to indemnify and hold the Lessee, its officers, agents and employees harmless from any and all liabilities, fines, suits, claims or damages resulting solely and proximately from the negligent error or omission of Lessor, its employees or agents. Lessee shall give prompt notice to Lessor of any and all claims or suits initiated as the alleged result of Lessor's operations.

#### Section 21. Common Areas.

Lessor hereby grants to Lessee, its agents, employees and invitees the nonexclusive right during the term of this Lease to use for such persons the common areas of the Facility as depicted on Exhibit C to this Lease and as may from time to time be designated, enlarged or restricted by the Lessor. Such use shall be in common with the Lessor, its employees, agents, customers and invitees. The use of said common areas shall be subject at all times to such reasonable regulations as the Lessor may establish from time to time, which regulations shall be furnished to Lessee. Lessee shall not at any time interfere with the rights of the Lessor, its employees, agents, customers and invitees to use any part of the common areas. Lessee agrees that all delivery trucks shall deliver to and from the Facility only through the driveway or service areas designated by the Lessor for that purpose, and such motor vehicles shall not be permitted to park in or drive except where so designated, and that they will be expeditiously loaded and unloaded. The common areas shall be maintained in good order and repair by the Lessor, including cleaning, snow and trash removal, utilities for lighting, heating and cooling, repair and necessary replacement of common area facilities.

Lessee's employees shall be entitled to access to and use of designated lunchroom facilities for eating purposes on a nonexclusive basis. Employees of the Lessee shall also be permitted to use those restroom facilities located in the area adjoining the Premises, as well as those proximate to the lunchroom. Lessee's employees shall be entitled to avail themselves of existing parking facilities currently or otherwise made available to Lessor's employees.

Lessee shall be entitled to access to automatic elevators located in the Facility only during non-business hours of the Lessor. During business hours, Lessee shall have access to said elevators only in accordance with those rules and regulations which from time to time shall be established by the Lessor and which apply to Lessor's employees.

#### Section 22. Nuisance – Uses.

Lessee shall not cause or permit but shall affirmatively act to prevent objectionable conduct or uses of the Leased Area, and loud or objectionable noise either inside or outside of the Leased Area or any part of the Facility such as would constitute a nuisance or annoyance to any other user of the Facility, including Lessor's customers, invitees or employees. The allowable

noise level in decibels as well as other reasonable limitations on said amount of noise permitted shall be determined by and within the sole discretion of Lessor.

#### SECTION 23. Lessor's Reserved Rights.

Lessor shall have the right to make reasonable rules and regulations as in the judgment of Lessor which may from time to time be needed for the safety of the users of the Facility including the Lessee, its agents or employees, the care and cleanliness of the Premises and the preservation of good order within the Facility. All such rules and regulations shall be conveyed in writing to the Lessee.

#### Section 24. Subordination.

Nothing herein shall empower the Lessee to perform any act which can; may or shall cloud or encumber the Lessor's interest in the Leased Area or the Facility. In addition to any other related provisions within this Lease, the Lessee's rights are and shall always be subordinate to the lien of any encumbrances or mortgages now or hereafter placed by the Lessor upon the Facility or any part thereof, including the land upon which it is constructed or underlying any leasehold estate, Lessee shall when requested execute such further instruments subordinating this Lease to the lien or liens of any such mortgage or encumbrance or to any underlying lease or leases.

This Lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States Government or any department or agency thereof relative to the maintenance, operation or development of the Facility. Lessee covenants and agrees that the Lessor shall have the right to adopt uniform rules and regulations that it and all of its employees and agents will observe and that it shall comply with all rules and regulations as may from time to time be promulgated by the United States Government or any department or agency thereof.

## SECTION 25. Waiver.

A waiver by the Lessor of any default, breach or failure of the Lessee shall not be construed as a continuing waiver of the same or of any subsequent or different default, breach or failure.

#### SECTION 26. Time of the Essence.

Lessee acknowledges and agrees with the Lessor that time is of the essence with respect to all provisions of this Lease and all covenants herein contained.

## SECTION 27. Law Governing.

This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Nebraska as the same from time to time exist, subject to the waivers and exclusions herein contained, except to the extent such provisions may be superseded by applicable federal law or regulation, in which case the latter shall apply.

#### SECTION 28. Other Requirements.

The Lessee, in the operation and use of its facilities on or about the Facility will not on the ground of race, color or national origin, sex, religion, or disability as defined by the Americans with Disabilities Act of 1990 discriminate or permit discrimination against any person or group of persons in any manner prohibited by the regulations of the Office of the Secretary of Transportation or of FTA. Lessee also grants to the Lessor the right to take such action as it may be directed by the United States to enforce the foregoing covenant.

Lessee agrees to furnish its service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjust prices for each unit or service; provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

The Lessee assures that it will undertake an affirmative action program as may be required by federal regulation to insure that no person shall on the grounds of race, creed, color, national origin, sex, or disability as defined by the Americans with Disabilities Act of 1990 be excluded from participating in any employment activities covered therein. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered thereby. The Lessee assures that it will require that its covered sub-organizations provide assurances to the Lessor that they similarly will undertake affirmative action programs and that they will require such assurances from their sub-organizations as may be necessary to the same effect.

## SECTION 29. Sole Agreement; Modifications Hereof; Lease is A Contract.

This Lease, including all attachments thereto, expresses the entire understanding and all agreements of the Lessor and of the Lessee with or pertaining to each other, and neither the Lessor nor the Lessee shall have made nor shall be bound by any agreement or any representation to the other which is not expressly set forth in this Lease. This Lease may be modified only by a written agreement executed by the Lessor and Lessee, but no modification hereof may be made to alter the provisions hereof as to alterations to or the use to be made of the Facility. The Lease and any such modifications hereof shall constitute a contract and agreement between the Lessor and Lessee in accordance with the terms and provisions hereof.

#### SECTION 30. Notices.

All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations hereunder by the Lessor or by the Lessee to one another and each other shall be in writing and shall be sufficiently given and served upon the other, if sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

If sent to the Lessee, the same shall be addressed as follows:

Executive Director MAPA 2222 Cuming Street Omaha, Nebraska 68102

Or to such other addressee or at such other place as the Lessee may from time to time designate by written notice to the Lessor.

If sent to the Lessor, the same shall be addressed as follows:

Executive Director
Transit Authority of the City of Omaha
2222 Cuming Street
Omaha, Nebraska 68102

Or to such other addressee or at such other place as the Lessor may from time to time designate by written notice to the Lessee.

#### SECTION 31. Year-to-Year Lease.

If for any reason this Lease shall be held by a court of competent jurisdiction void or unenforceable by the Lessor or by the Lessee, or if for any reason it. is held by such court that the covenants and conditions of the Lessee hereunder, including the covenant to pay the rentals hereunder, are unenforceable, then and in such event, for and in consideration of the right of the Lessee to possess, occupy and use the Leased Area, which right in such event is hereby granted, this Lease shall thereupon become and shall be deemed to be a Lease from year to year, under which the rentals herein specified will be paid by the Lessee upon the same terms and conditions as hereinabove provided.

#### SECTION 32. Descriptive Headings.

The descriptive headings of the sections of this Lease or copies hereof are inserted or annexed for convenience of reference only and do constitute a part of this Lease.

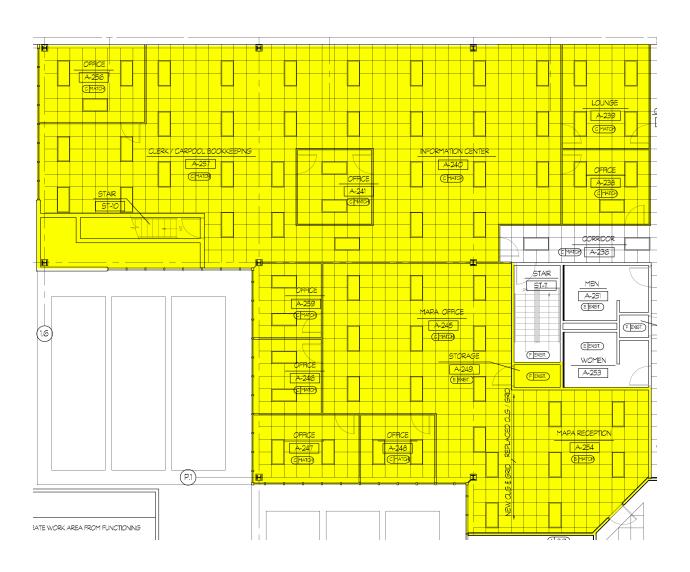
written.	
ATTEST:	TRANSIT AUTHORITY OF THE CITY OF OMAHA
	By: Executive Director
ATTEST:	METROPOLITAN AREA PLANNING AGENCY
	Ву:
	Executive Director

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Agreement to be duly executed in their respective names and on their respective behalves, all as of the date first above

# **EXHIBIT "A"**

## LEASE AGREEMENT - METRO/MAPA

## **FLOOR PLAN OF MAPA**



# **EXHIBIT "B"**

## LEASE AGREEMENT - METRO/MAPA

# **SIGNAGE/UTILITIES**

The Lessor agrees to provide the following for the Lessee at no additional cost.

- 1. Maintain the Name of the Lessee on outside sign on Cuming Street and on 24th Street.
- 2. Maintain the name and office hours of the Lessee on the "Left" door of the Main Entrance to the office area.
- 3. Maintenance of electrical outlets to accommodate MAPA electronic equipment; and, to satisfy the normal electricity supply to office space as depicted in Exhibit "A".

# EXHIBIT "C"

# LEASE AGREEMENT - METRO/MAPA

# **USE OF COMMON AREAS AT METRO**

The Lessor agrees to provide Lessee access and use of common areas as follows:

1. BOARD ROOM	Lessee shall have use of the Board Room for all regular scheduled Board of Directors Meetings. Lessee shall also have use of the Board Room for special meetings and public hearings on an as-available basis.				
2. MAIN FLOOR CONFERENCE ROOM}	Lessee shall have use of the Conference and				
3. LOBBY/GLASS CONFERENCE ROOM}	Training Rooms on a scheduled and asavailable basis.				
4. LOWER LEVEL TRAINING ROOM}					
3. PARKING	Lessee shall have three (3) inside reserved marked parking spaces for MAPA-owned vehicles and sufficient parking spaces in the employees' parking lot to accommodate MAPA employee-owned vehicles.				
4. ADMINISTRATIVE SUPPLY	Lessee shall have use of 100 square feet of storage space in the Administrative Supply Area.				
5. PURCHASING STORAGE AREA	Lessee shall have sufficient space in the Purchasing storage Area.				



# **County Funding Requests FYE 20**

	Population 2010 Census	% of Pop	FYE	19 Request	FYE 19 5/capita	FYE	20 Request (no change)
Douglas Co.	517,110	62.3%	\$	240,526	\$ 0.4651	\$	240,526
Sarpy Co.	158,840	19.1%		73,882	\$ 0.4651		73,882
Pottawattamie Co.	93,158	11.2%		43,332	\$ 0.4651		43,332
Washington Co.	20,234	2.4%		9,412	\$ 0.4652		9,412
Mills Co.	15,059	1.8%		7,004	\$ 0.4651		7,004
County Support without Cass Co.	804,401	97%	\$	374,156	\$ 0.47	\$	374,156
Cass Co. potential	25,241	3%		-	\$ -		11,740
County Support with Cass Co.	829,642	100%	\$	374,156	\$ 0.45	\$	385,896

# MAPA FY 2020 BUDGET SCHEDULE

December

Council of Officials

Begin MAPA Member Annual Survey of Services and Priorities

MAPA Staff Strategic Planning Retreat

January

Finance Committee

Recommend County Fund Request

**Board of Directors** 

Approve County Fund Request

February

**RPAC** 

Review Member Annual Survey Response

MAPA staff: Discuss Pass-Through Transportation Planning Grants and Studies with Members

Finance Committee

Review Preliminary Funds Budget #1

**Board of Directors** 

Approve Preliminary Funds Budget #1

March

NDOT & IDOT

Provide FY 2019 Targets for FHWA & FTA Planning Funds

TTAC

Review Draft Work Program / UPWP

Finance Committee

Review Draft Work Program / UPWP

**Board of Directors** 

Approve Strategic Plan Update
Approve Draft Work Program / UPWP

Council of Officials

Approve Strategic Plan Update Recommend Program Priorities Approve Draft Work Program / UPWP

April

MAPA Staff

Submit Draft UPWP to State and Federal Agencies for Review and Comment

Draft UPWP Public Comment Period (30 days)

**RPAC** 

Review Draft Work Program / UPWP

Finance Committee

Review Preliminary Funds Budget #2 Review Preliminary Line Item Budget Review Preliminary Program Budget Review Draft Work Program / UPWP

**Board of Directors** 

Review Preliminary Funds Budget Review Preliminary Line Item Budget Review Preliminary Program Budget

May

TTAC

Recommend Final Work Program / UPWP

Finance Committee

Recommend Final Funds Budget Recommend Final Line Item Budget Recommend Final Program Budget Recommend Final Work Program / UPWP

**Board of Directors** 

Approve Final Funds Budget Approve Final Line Item Budget Approve Final Program Budget

Approve Final Work Program / UPWP and Recommend to Council of Officials

June / July

**Board of Directors** 

Approve MOUs for Pass-Through Transportation Grants and Studies

Approve Final TIP and MOUs for TIP Fees

Council of Officials

Approve Final Work Program / UPWP

MAPA Staff

Submit Final Work Program to State and Federal Partners

