AGENDA

This meeting of the Metropolitan Area Planning Agency Board of Directors will be conducted in compliance with the Nebraska Statutes 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. APPROVAL OF THE AGENDA (ACTION)

C. BOARD MINUTES of the August 29, 2019 meeting. (ACTION)

D. AGENCY REPORTS & PRESENTATIONS – (INFORMATION)

1. AGENCY REPORTS
   a. Executive Director’s Report

E. PUBLIC COMMENTS – See Footnote

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

   1. FINANCE COMMITTEE MINUTES of the September 18, 2019 meeting.
   2. CONTRACT PAYMENT – Wellcom - PMT #5 - $1,212.01

G. OLD BUSINESS –

   1. CONTRACT PAYMENT – Emspace + Lovgren - CMAQ and Reduced Fare Program PMT #15 - $70,508.17 – (ACTION)
   2. RESOLUTION 2020 – 03: FY 2020 – 2025 TRANSPORTATION IMPROVEMENT PROGRAM (TIP) AMENDMENT #1 – (ACTION)
      The Board will consider for approval Resolution 2020 - 03: FY 2020 - 2025 TIP Amendment 1, which includes changes to projects for the City of Omaha, the City of Bellevue, the City of La Vista, the City of Bennington, and the Papio-Missouri River NRD.
   3. 2040 LONG RANGE TRANSPORTATION PLAN (LRTP) AMENDMENT #11 – (ACTION)
      The Board will consider for LRTP Amendment 11, which includes a change to the City of Omaha’s 168th Street - Center to Poppleton project.

H. NEW BUSINESS

   1. NEW CONTRACTS / TASK ORDERS – (ACTION)
      a. MAPA On-Call Modeling Task Order with HDR
         The Board will consider this task order to cover various calibration and validation updates to the MAPA travel demand forecasting model.
b. **Metro Drone Agreement not to exceed $7,050.00**  
The Board will consider an agreement to provide drone services for Metro transit.

c. **Nebraska Department of Economic Development Planning Assistance - $189,971.10**  
The Board will consider for approval a contract with the Nebraska Department of Economic Development Planning Assistance for FY2020 & FY2021.

d. **Omaha Central South 24th Street Memorandum of Understanding**  
The Board will consider an MOU for this study along 24th Street from Mason Street to Cass Street. The project is funded through a Heartland 2050 mini-grant for up to $100,000 of federal funds and at least 20% local cost-share to be provided by the City of Omaha

2. **2020 BOARD MEETING DATES - (INFORMATION)**  
   Staff will discuss with the Board moving Board meetings to the fourth Thursday instead of the last Thursday of the month.

   I. **ADDITIONAL BUSINESS –**

   J. **DISCUSSION –**

   K. **ADJOURNMENT –**

   Future Meetings/Events:
   - H2050 Regional Planning Advisory Committee - Friday, October 4, 2019
   - Council of Officials Annual Meeting & Dinner in Blair, Nebraska - Wednesday, October 9, 2019
   - Finance Committee: Wednesday, October 23, 2019
   - Heartland 2050 Site Visit - Dallas, TX - October 23 - 25, 2019
   - Board of Directors: Thursday, October 31, 2019

   Executive Session: The MAPA Board of Directors reserves the right to enter into an executive session in order to protect the public interest with respect to discussion regarding litigation and personnel.

   * 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 nonagenda items must sign the request to speak list located in the Board Room prior to the beginning of the meeting.

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

   Meeting Quorum: The presence of fifty percent (50%) of the total membership of the Board of Directors (5) at an officially called meeting shall constitute a quorum. (Articles of Interlocal Cooperation Agreement, Section 6.13)
The Board of Directors met at the MAPA offices, 2222 Cuming Street, Omaha. Chairman Kindig called the meeting to order at 1:35 p.m.

A. ROLL CALL/INTRODUCTIONS

Members/Officers Present
Troy Anderson (rep. Mayor Jean Stothert) Deputy Chief of Staff, City of Omaha
Patrick Bloomingdale – Secretary/Treasurer Chief Administrative Officer, Douglas County
Clare Duda Douglas County Commissioner
Don Kelly Sarpy County Commissioner
Rusty Hike Mayor, City of Bellevue
Doug Kindig – Chair NE Small Cities/Counties Representative (Mayor, City of La Vista)
Justin Schultz Pottawattamie County Board of Supervisors
Carol Vinton – Vice Chair IA Small Cities/Counties Representative (Mills County Board of Supervisors)
Matt Walsh Mayor, City of Council Bluffs

Members/Officers Absent
Pete Festersen Omaha City Council

MAPA Staff
Christina Brownell Sue Cutsforth Melissa Engel Sarah Fixmer Mike Helgerson
Karna Loewenstein Annie Pigaga Emily Sneller Jeff Spiehs Megan Walker
Greg Youell

Guest
Steve Jensen Steve Jensen Consulting LLC
Bruce Fountain Sarpy County

B. APPROVAL OF THE AGENDA – (Action)

MOTION by Hike, SECOND by Walsh to approve the agenda for the August 29, 2019 meeting of the Board of Directors.
AYES: Anderson, Duda, Hike, Kelly, Kindig, Schultz, Vinton, Walsh
NAYS: None.
ABSTAIN: None.
MOTION CARRIED.

C. APPROVAL OF THE MINUTES of the July 25, 2019 meeting – (Action)

MOTION by Hike, SECOND by Duda to approve the minutes of the July 25, 2019 meeting of the Board of Directors.
AYES: Anderson, Duda, Hike, Kelly, Kindig, Schultz, Vinton, Walsh
NAYS: None.
ABSTAIN: None.
MOTION CARRIED.

D. AGENCY REPORTS & PRESENTATIONS – (Information)

1. Agency Reports –

a. Executive Director’s Report – Presented by Greg Youell, Executive Director
Mr. Youell provided an update to the Board of Directors on MAPA activities for the month of July. Updates were provided on the following: Staff Updates, MAPA Studies and Projects, Blair Workforce Housing Project, Connect GO, Bellevue Bridge Study, Lincoln/Omaha Intercity Feasibility Study and Upcoming Events.
2. Presentation – Sarpy County Growth Update, Presented by Bruce Fountain, Sarpy County Planning Director. Presentation included an update from Steve Jensen on the Sarpy County Cities Wastewater Agency.

E. PUBLIC COMMENT – None.

F. CONSENT AGENDA – (Action)
The Board considered Consent Agenda items listed below for approval.

1. Finance Committee Minutes of the August 21, 2019 meeting.

2. Final Contract Payments –
   a. Metro Transit Authority - $17,992.21
   b. Omaha Public Works - $17,576.54
   c. Sarpy County Planning and GIS - $2,255.46

   MOTION by Walsh, SECOND by Vinton to approve all items on the Consent Agenda.
   AYES: Anderson, Duda, Hike, Kelly, Kindig, Schultz, Vinton, Walsh
   NAYS: None.
   ABSTAIN: None.
   MOTION CARRIED.

G. OLD BUSINESS - None

H. NEW BUSINESS

1. New Contracts / Tasks Order – On-Call Communication Services Budget Proposal – The New BLK - $21,250.00 – (Action)
The Board considered for approval Resolution 2020 – 02: On-Call Communication Services Budget Proposal with The New BLK – for the amount of $21,250.00.

   MOTION by Kelly, SECOND by Duda to approve Resolution 2020 – 02: On-Call Communication Services Budget Proposal – The New BLK - $21,250.00.
   AYES: Anderson, Duda, Hike, Kelly, Kindig, Schultz, Vinton, Walsh
   NAYS: None.
   ABSTAIN: None.
   MOTION CARRIED.

I. ADDITIONAL BUSINESS –

1. Inactive Members – (Information)
   Mr. Youell presented to the Board for discussion inactive Council of Officials members and the potential of discontinuing memberships.

J. DISCUSSION – None.

K. ADJOURNMENT
   Chair Kindig adjourned the meeting at 2:25 p.m.
The Metropolitan Area Planning Agency Benefits and Finance Committee met September 18, 2019, in the MAPA conference room. Patrick Bloomingdale called the meeting to order at 8:30 a.m.

ROLL CALL

Members Present
Patrick Bloomingdale Secretary/Treasurer
Clare Duda, Douglas County
Don Kelly, Sarpy County
Janet McCartney, Cass County
Carol Vinton, Mills County

Staff Present
Mike Helgerson
Amanda Morales
Emily Sneller

Members Absent
Steve Dethlefs, Washington County; Justin Schultz, Pottawattamie County;

A. FINANCE COMMITTEE INFORMATION

1. MONTHLY FINANCIAL STATEMENTS (July)
   a. Bank Reconciliations (American National & Washington County) and Statements on Investments
   b. Receipts and Expenditures
   c. Schedule of Accounts Receivable/ Accounts Payable
   d. Preliminary Statement of Financial Position
   e. Preliminary Statements of Revenues and Expenditures

Ms. Morales presented the July financials.

2. New Projects/Activities

Mr. Helgerson presented the new projects/activities.

B. FOR FINANCE COMMITTEE APPROVAL

1. Contract Payments
   a. Felsburg Holt & Ullevig - PMT # 4 - $22,503.32
   b. Felsburg Holt & Ullevig - PMT # 5 - $12,060.63

Mr. Helgerson presented the contract payments for Finance Committee approval.

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

2. Contract Payments with Exceptions
   a. Vireo – PMT #4 – not to exceed $24,093.75
   b. Wellcom-PMT # 5 – not to exceed $1,206.91

Mr. Helgerson presented the contract payments with exceptions. Ms. Morales informed the Committee that additional supporting documentation is needed from Vireo, & Wellcom before payments may be made.
MOTION McCartney SECOND by Duda, to approve the contract payments with exceptions once all necessary documentation is received. MOTION CARRIED.

3. **Travel**
   a. Megan Walker-Denver, CO November 11-14 - $1,158.37

Mr. Helgerson presented employee Megan Walker’s travel to an AARP conference. Mr. Kelly asked what deliverables an employee provides the agency regarding a conference when they return. Mr. Helgeson’s response was employees typically would return with the conference materials, along with the skills and resources utilized in providing services to local communities and share with other staff members. Mr. Kelly suggested that the agency require conference attendees write a white paper or a trip report upon returning from a conference. Mr. Helgerson agreed that Mr. Kelly’s suggestion would be beneficial to the agency.

MOTION Vinton SECOND by Kelly, to approve the travel as presented. MOTION CARRIED.

C. **RECOMMENDATION TO THE BOARD**

1. **New Contracts/Task Orders**
   a. Council Bluffs Study
   b. MAPA On-Call Modeling Task Orders with HDR
   c. Metro Drone agreement not to exceed $7,050.00
   d. Omaha Central South 24th Street

Mr. Helgerson presented the new contract items C.1.b. through C.1.d. Agenda item C.1.a., City of Council Bluffs was tabled until documentation necessary to create the contract is received. The On-Call Modeling task order one with HDR is for $4,874.05, and task order two is for $30,052.64. The Metro Drone agreement is effective September 18, 2019 through March 31, 2021. The Omaha Central South 24th Street agreement will be utilizing up to one hundred thousand dollars ($100,000) of federal funding passed through Nebraska Department of Transportation (NDOT).

MOTION Vinton SECOND by Duda, to recommend that the Board of Directors approve agenda items C.1.b. through C.1.d, as presented. MOTION CARRIED.

D. **DISCUSSION**

1. **2020 Finance Committee Meeting Dates**

Ms. Morales shared a memo created by Mr. Youell regarding the consideration of moving the 2020 MAPA Board of Directors meetings to the fourth Thursday of every month with the exception of the November/December meeting. This action would alleviate confusion on meeting dates, but will require an amendment in the Boards Bylaws and changes in Transportation Technical Advisory Committee (TTAC) and Finance meeting schedules. Two options were proposed for Finance Committee meetings. The first option of moving the Finance Committee meeting to the Thursday prior to the Board meeting conflicted with a couple of the Finance Committee members schedules. The Committee was in favor of the second option of having Finance meetings on the Wednesday prior to Board meetings, in which case it would typically fall on the third Wednesday of the month, but would occasionally fall on the second Wednesday of the month.

2. **Tapered match**

Mr. Helgerson informed the Committee that MAPA was recently notified by NDOT that the tapered match request submitted was never fully approved and will now cover only three quarter of FY 2020 instead of four as budgeted. This oversight by NDOT means that MAPA will need to utilize cash match for the first quarter NDOT match and possible cash match for the first quarter funding reimbursements for Iowa Department of Transportation (IDOT) as well as Federal Transit Authority (FTA).

C. **ADJOURNMENT**

The Finance Committee meeting adjourned at 9:09 a.m.
Contract Number: 19013100004
Contract Party: Wellness Council of the Midlands
Contract Description: Air Quality Outreach Services
Contract Approved by Board of Directors: December 6, 2018
Contact Amount: $14,001.76
Match Amount: $0.00
Contract Period: January 1, 2019 - December 31, 2019

Payment # 5

Billed to Date: $6,235.24
Less Previous Payments: $5,023.23
Amount Due: $1,212.01

Payment Recommended By:
Responsible Charge / MAPA Staff Member

Department Manager

MAPA Executive Director

Approved by MAPA Finance Committee:
Date

MAPA Treasurer/Finance Committee Member
WELLCOM
Community Engagement Center Room 219
University of Nebraska at Omaha
6001 Dodge Street
Omaha, NE 68182-0874
(402) 934-5795
tnelson@elevatingwellness.org

INVOICE

BILL TO
MAPA
2222 Cuming St
Omaha, NE 68102

INVOICE # 4239
DATE 07/31/2019
DUE DATE 08/30/2019
TERMS Net 30

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<td>Grant Office Supplies</td>
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BALANCE DUE $1,212.01
MAPA GRANT: Justin Holes

July 2019

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<th>Category</th>
<th>Total Hours/mileage</th>
<th>Hourly/mileage Rate:</th>
<th>Fringe Benefit</th>
<th>Total Hourly Rate</th>
<th>Justin Hourly Total (less fringe benefits):</th>
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**HOURS**

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<tr>
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<th>Work Activities</th>
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<tr>
<td>7/8</td>
<td>2</td>
<td>Admin.&amp; Project Review</td>
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<tr>
<td>07/17</td>
<td>1</td>
<td>Little Steps, Big Impact Meeting; update report</td>
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<tr>
<td>7/24</td>
<td>2</td>
<td>Grant Admin Training – Project Review</td>
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<tr>
<td>7/25</td>
<td>2</td>
<td>Grant Admin Training – Task 2 &amp; 3 Review</td>
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<td>7/26</td>
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<td>Grant Admin Training</td>
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Total Hours: 9

**MILEAGE**

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<tr>
<th>Date</th>
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<th>Work Activities</th>
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<tbody>
<tr>
<td>07/17/19</td>
<td>8</td>
<td>Little Steps, Big Impact Meeting</td>
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</table>

Total Miles: 8
MAPA GRANT: MEGAN JOHNSON

Total Hours: 40 ($19.21/hour) = $768.40
Mileage: 4.4 ($0.58/mile) = $2.55
July Total: $770.95

### Hourly Breakdown

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<th>Work Activities</th>
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<td>Communication plan, active commuting toolkit, walking maps correspondence</td>
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<td>7/3</td>
<td>4</td>
<td>Communication plan, turnkey document updates</td>
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<td>7/8</td>
<td>2</td>
<td>MAPA meeting &amp; correspondence</td>
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<td>3</td>
<td>Communication plan, updates to ACT</td>
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<td>7/11</td>
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<td>Walking maps, correspondence w MAPA, Comm plan, ACT</td>
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<td>7/17</td>
<td>5</td>
<td>Active Commuting Toolkit</td>
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<tr>
<td>7/22</td>
<td>2</td>
<td>Communication plan, updates to ACT</td>
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<tr>
<td>7/24</td>
<td>3</td>
<td>Communication plan correspondence &amp; edits</td>
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<tr>
<td>7/25</td>
<td>2</td>
<td>Communication plan correspondence, edits; walking map correspondence w SSGI, OIC, MAPA</td>
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<tr>
<td>7/26</td>
<td>6</td>
<td>Training on grant budget tracking, invoices, and reporting for new responsibilities</td>
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<td>7/29</td>
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<td>ACT edits</td>
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<td>7/30</td>
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<td>Invoicing</td>
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<td>Walking Maps; Invoicing</td>
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<td><strong>Total Hours: 40</strong></td>
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### Mileage

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<th>Work Activities</th>
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<td>7/8</td>
<td>4.4</td>
<td>MAPA meeting downtown</td>
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<td><strong>Total Miles: 4.4</strong></td>
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July 2019 Progress Report -- WELLCOM

Title: WELLCOM’s July Progress Report

Date: 8.1.19

1. Work Completed for Current Billing Period:

   Task 1
   Met with MAPA staff to provide updates on activities and attended the Little Steps, Big Impact meeting on 07/17.

   Task 2
   Coordinated with MAPA, NDOT, and Heartland Bike Share on communication plan templates and timelines, as well as integration into toolkit. Revised email templates and began rough timeline. Sent drafts to Megan Walker on 7/11. Edited toolkit layout and content, including researching new information. A rough draft of the toolkit is nearly complete. It will be sent over to MAPA for review and further revisions as soon as it is completed.

   Task 3
   Communicated with SilverStone Group and Omaha Integrative Care regarding walking maps. Both showed interest. Collaborated with MAPA on development of workflow and Google form for walking map processes. MAPA editing Google Form; Wellcom will follow up with these companies when we have more information to offer.

2. Anticipated Work for Next Billing Period:

   Revise communications plan when feedback is received. Complete and send active commuting toolkit to MAPA for review. Discuss walking maps with SSG and OIC; give them Google Form link when finalized. Find organizations to host block talks.

3. Percentage of Work Completed to Date:

   45.39%
**INVOICE**

THE UNIVERSITY OF NEBRASKA AT OMAHA  
ACCOUNTING SERVICES  
60TH AND DODGE STREETS  
OMAHA, NE 68182-0002

ACCOUNTING SERVICES  
UNIVERSITY DEPARTMENT  
554-2320  
DEPARTMENT TELEPHONE

BILLING TO:  
WELCOM  
CEC 219A  
ATTN: THERESA NELSON

8/22/2019

BILLING INFORMATION

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AMOUNT DUE $1,598.96

APPROVED BY ACCOUNTING:

PAYMENT PROCESSING INFORMATION

REMIT TO:  
UNO ACCOUNTING  
UNIVERSITY OF NEBRASKA AT OMAHA  
60TH AND DODGE  
OMAHA NE 68182-0002

PLEASE RETURN YOUR PAYMENT ALONG WITH ONE COPY OF THIS FORM.

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<td><strong>Net revenue (over)/under expense</strong></td>
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Invoice Payment Information

CUSTOMER WELLCOM
PAYMENT DATE 08/16/19
PAYMENT AMOUNT $847.79
PAYMENT TYPE ePayment
BILL.COM PAYMENT No
MEMO Inv #July 2019
STATUS Paid
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Subcontractor Payment Authorization

Contract Number: BK1819
Project Number: CM-D2 (107) 22553
Contract Party: Emspace + Lovgren
Contract Description: CMAQ and Reduced Fare Program
Contract Approved by Board of Directors: March 29, 2018
Contact Amount: $442,813.00
Match Amount: $0.00
Contract Period:

Payment # 15

Billed to Date: $356,707.75
Less Previous Payments: $286,199.58
Amount Due: $70,508.17

Payment Recommended By: ________________________________
Responsible Charge / MAPA Staff Member

_____________________________________________________
Department Manager

_____________________________________________________
MAPA Executive Director

Approved by MAPA Finance Committee: ________________________________
Date

_____________________________________________________
MAPA Treasurer/Finance Committee Member
**Statement**

Emspace + Lovgren  
105 North 31 Avenue Suite 200  
Omaha NE 68131  
402-398-9448

**Metropolitan Area Planning Agency (MAPA)**  
2222 Cuming Street  
Omaha NE 68102-4328

**E-Mail:** mengel@mapacog.org  
scutsforth@mapacog.org  
E-Mail: amorales@mapacog.org

**Date:** 9/19/2019

**Charges** 8/1/19 - 8/28/19  
**Agreement:** 1819-01  
**Project:** #CM-D2 (107)  
**CN:** #22553

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**AMOUNT DUE**

**PLEASE REMIT**  

$70,508.17
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<td><strong>TASK 1  * PROJECT MANAGEMENT</strong></td>
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<td><strong>TASK 2  AIR QUALITY AWARENESS SURVEY</strong></td>
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<td>2.1 Survey Management &amp; Administration</td>
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Metropolitan Area Planning Agency (MAPA)
2222 Cuming Street
Omaha NE 68102-4328

E-Mail: mengel@mapacog.org  scutsforth@mapacog.org
E-Mail: amorales@mapacog.org

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<td>3.4 Web Design</td>
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<tr>
<td>Graphics/Social * Angie Hempel .50 Hours @ $145</td>
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Page 3
# INVOICE

**EmSpace + Lovgren**  
105 North 31 Avenue Suite 200  
Omaha NE 68131  
402-398-9448

**Metropolitan Area Planning Agency (MAPA)**  
2222 Cuming Street  
Omaha NE 68102-4328

E-Mail: mengel@mapacog.org  
scutsforth@mapacog.org  
E-Mail: amorales@mapacog.org

---

**Invoice #**  
B879  
**Date** 9-19-2019

**Charges** 8/1/19 - 8/28/19  
Agreement 1819-01  
Project #CM-D2 (107)  
**CN#22553**

**Services**| **Amount**
---|---
CMAQ Air Quality & Reduced Fare Campaign**Project #CM-D2-(107)**|  
**Task 5 * Public Relations**|  
5.2 **Media Relations* Education/Opportunities**|  
Principal Lead* Linda Lovgren .75 Hours @ $190| $142.50

5.3 **Editorial**|  
Graphics/Social * Angie Hempel 7.75 Hours @ $145| $1,123.75

5.4 **Engage Social Media* Facebook & Twitter**|  
Graphics/Social * Kelly Bast 3.25 Hours @ $145| $471.25

5.5 **Develop Community Partners**|  
Principal Lead* Linda Lovgren 8.50 Hours @ $190| $1,615.00

---

Page 4
Emspace + Lovgren  
105 North 31 Avenue Suite 200 
Omaha NE 68131  
402-398-9448

Metropolitan Area Planning Agency (MAPA)  
2222 Cuming Street  
Omaha NE 68102-4328

E-Mail: mengel@mapacog.org  scutsforth@mapacog.org  
E-Mail: amorales@mapacog.org

<table>
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<td>Renze Display * Individual Footprints with Installation</td>
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<td>Heartland Bike Share * 100 Bikes Basket &amp; Side Panels - 1 Year</td>
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<td>Digital Media * Omnichannel 9/1 - 9/15/19</td>
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<td>Radio * KQCH 9/1 - 9/15/19</td>
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<td>TV* KETV 9/1 - 9/8/19</td>
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**AMOUNT DUE** * PLEASE REMIT $70,508.17
**Bill To**
EmSpace + Lovgren
Attn: Kelly Bast
7634 Pierce Street
Omaha, NE 68124

**Terms & Conditions**
Due on receipt

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<td>Project: Little Steps, Big Impact 2019</td>
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**Terms:** Net. A finance charge will be incurred at the maximum rate allowed by applicable state law but not to exceed 1.5% per month or 18% per annum on all amounts not paid in full within 30 days from invoice date.

**Total**
$7,460.00

**Contact Information**

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<td>402-392-1068</td>
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**Web Site**
www.themsrgroup.com
# Invoice

**Invoice Number:** 2980  
**Invoice Date:** Sep 1, 2019  
**Due Date:** Sep 30, 2019

**Customer:**  
Espace-Little Steps Big Impact  
105 North 31st Avenue Ste100  
Omaha, NE 68131

**Bill to:**  
Espace  
7634 Pierce Street  
Omaha, NE 68124

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<td><a href="mailto:billing@emspacemark.com">billing@emspacemark.com</a></td>
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**Subtotal:** 9,669.00  
**Sales Tax:** 9,669.00  
**Total Invoice Amount:** 9,669.00  
**Payment/Credit Applied:** 9,669.00

**TOTAL DUE:** 9,669.00

THANK YOU FOR YOUR BUSINESS!
**Heartland Bike Share**  
1144 N 11th St  
Omaha, NE 68102 US  
402-577-0515  
billing@heartlandbikeshare.org

**BILL TO**  
emspace + lovgren

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**Invoice**

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<th>DUE DATE</th>
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**DESCRIPTION**  
Sponsorship  
Little Steps Big Impact Campaign - 100 bikes (basket and side panels) for 1 year

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$36,868.00
**INVOICE**

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**STATE TAX** | **CITY TAX** | **AMOUNT**
---|---|---
0.00 | 0.00 | 800.00

**REMITTANCE STUB** - Please send this with payment.

Thank you for doing business with Lamar. Your prompt payment of this invoice is greatly appreciated.

TO PAY ONLINE, PLEASE VISIT http://payments.lamar.com

---

**00056538110549073000000800000**

**CUSTOMER**
EMSPACE + LOVGREN
ATTN: ACCOUNTING DEPARTMENT
105 NORTH 31ST AVENUE, SUITE 100
OMAHA, NE 68131

**TERMS:**
NET 30 DAYS

**THIS AMOUNT DUE**
800.00 US DOLLARS

**Lamar Office Use Only**
110549073
505381-3
pr:09/12/2019 ac:09/15/2019
Contract/Plen/Advertiser

**MAIL PAYMENT TO**
LAMAR COMPANIES
P.O. BOX 96030
BATON ROUGE, LA 70896

**PLEASE SEE REVERSE FOR IMPORTANT INFORMATION!**
**Renze Display Company**

6847 North 16th Street  
Omaha, NE 68112

800-627-9131  
http://www.renze.com

---

**Invoice #: 60402**

Sale Date: 8/26/2019 10:29AM  
Salesperson: Mike Compton  
Email: mcompton@renze.com  
Office Phone: (402) 342-1111 x122

---

**Billed To:** Emspace + Lovgren  
Elizbeth Murphy, Owner  
105 N 31ST Ave  
Omaha, NE 68131-2940

**Shipped To:** Shipped to Billing Address

---

**Email:** elizebeth@emspacegroup.com

**Payment Due Date:** 9/10/2019

---

**Description:** footprint sidewalk decals

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**Order Subtotal:** $2,717.42  
**Total Taxes:** $0.00  
**Total:** $2,717.42  
**Order Balance:** $2,717.42

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**Payment Terms:** Net 15, Balance due in 15 days.

---

Print Date: 8/26/2019  

Thinking inside and outside the box.
CITY OF OMAHA
PUBLIC WORKS DEPARTMENT
1819 FARNAM STREET, SUITE 308
OMAHA, NE 68183
PHONE: 402-444-4878  FAX: 402-444-5248

SIDEWALK/STREET GRAPHICS APPLICATION

NAME: EMSPACE & LOWBREN
ADDRESS: 105 N. 31ST AVE.
CITY, STATE: OMAHA, NE ZIP CODE: 68131
PHONE NUMBER: 402-398-9448 FAX NUMBER: 
LOCATION OF GRAPHICS: SEE ATTACHED
DATES: 

CITY OF OMAHA SIDEWALK/STREET GRAPHICS POLICY

The display of any graphics on sidewalks or streets in the City of Omaha is generally prohibited. However, temporary graphics may from time to time be approved for special event promotion based on the process and criteria outlined below.

1. Approval is based on use for a public event occurring in the immediate vicinity of the graphics location that is not for profit and provides benefit for the community at large without exclusion. Commercial advertising or logos for public, private or non-profits events is strictly prohibited. Personal activities or advertisements are also prohibited. The City of Omaha reserves the right to deny the display of the graphics based on appearance, construction, content of message or the appropriate and reasonable nature of the request.

2. A non-refundable registration fee of $50 shall accompany this request.

3. The event sponsor shall provide a written request to the Public Works Department for graphics placement including assumption of responsibility for all damage or injury occurring as result of said placement, use or removal. Sponsor shall agree to hold the City of Omaha harmless in case of such incident. No more than 30 locations shall be permitted. Graphics shall be limited to a maximum of 30” width by 30” height.

4. In the event complaints are received regarding the graphics, the City of Omaha reserves the right to evaluate such complaints and remove the graphics if deemed appropriate.

5. Graphics display shall typically be no longer than 14 days prior to and 3 days after related event. Graphics installation shall be done in accordance with traffic control standards established in the City of Omaha Barricading Standards, Specifications, Methods and Materials Manual. (Includes sidewalk closings and appropriate signage.)

6. A sample and/or written example of the content of the graphics must be submitted with this application.

No graphics may be posted without express written consent. Written verification of consent will be sent to requestor with copies to City Public Works, Planning and Parks and Recreation Departments. I understand the rules listed above and will comply with all items.

Signature: [Signature]

Revised: 4 November 2016

pwd/form letters1/Aug-19
EMSPACE, INC.

City of Omaha
7200 · OFFICE:7225 · Licenses and Fee

1st Nat'l Bank
Sidewalk/Street Graphics Application

50.00
<table>
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<th>Date</th>
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<td>Kelly Bast</td>
<td>LSBl footstep social posts</td>
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<tr>
<td>Aug 20 2019</td>
<td>5298</td>
<td>MAPA / LSBi Task 5 Public Relations</td>
<td>5.4</td>
<td>Kelly Bast</td>
<td>LSBl social media posts</td>
</tr>
<tr>
<td>Aug 20 2019</td>
<td>5298</td>
<td>MAPA / LSBi Task 5 Public Relations</td>
<td>5.4</td>
<td>Kelly Bast</td>
<td>Compiling July social media report + media</td>
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<td></td>
<td></td>
<td>recap of LSBl footsteps</td>
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<td>Linda Lovgren</td>
<td>Logistics for footsteps\review plan</td>
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<td>Linda Lovgren</td>
<td>Review footsteps blog post\ review edit footsteps release</td>
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<td>Linda Lovgren</td>
<td>Connect with B &amp; G club for footsteps, phone calls</td>
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<td>MAPA / LSBi Task 5 Public Relations</td>
<td>5.5</td>
<td>Linda Lovgren</td>
<td>Talk to Boys &amp; Girls Clubs about footsteps install, send sample of artwork</td>
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<td>5298</td>
<td>MAPA / LSBi Task 5 Public Relations</td>
<td>5.5</td>
<td>Linda Lovgren</td>
<td>Coordinate logistics LSBl footstep decal with Renze</td>
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<td>$145.00</td>
<td>$181.25</td>
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**Total:****8.25** $701.25

**Total:**

Aug 12 2019 | 5295 | MAPA / LSBI Task 2 Air Quality Awareness Survey  | 2.1    | 190.00| $522.50|

**Total:**

Aug 07 2019 | 5295 | MAPA / LSBI Task 2 Air Quality Awareness Survey  | 2.2    | 190.00| $47.50 |

**Total:**

Aug 20 2019 | 5295 | MAPA / LSBI Task 2 Air Quality Awareness Survey  | 2.2    | 190.00| $190.00|

**Total:**

Aug 20 2019 | 5295 | MAPA / LSBI Task 2 Air Quality Awareness Survey  | 2.2    | 190.00| $142.50|

**Total:**

Aug 20 2019 | 5295 | MAPA / LSBI Task 2 Air Quality Awareness Survey  | 2.2    | 190.00| $380.00|
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<td>Graphics</td>
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<td>Meeting - project updates</td>
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# Cost Breakdown Form

## Specific Rates of Compensation (Fixed Labor) Agreements

### Company Name: ENSPACE + LOVGREN

### Control No.: 22553  
Project No.: CM-D2 (107)

### Project Location: Douglas County, Nebraska

### Agreement No.: BK1819-01  
Expire Date: December 31, 2019

### Invoice No.: # B079  
Invoice Date: 9-19-2019

### % Work Completed: 81%

### Current Billing Period: 8/1/2019 thru 8/28/2019

## Agreement No: BK1819-01

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<th>Agreement amount thru supplement #</th>
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| Maximum Not-to-Exceed Amount | $442,813.00 |

## Amount

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## Adjustments:

### Description:

### Total Amount DUE >>

| Total | $70,508.17 | $286,199.58 | $356,707.75 |

---

By submitting this form electronically to State, Consultant certifies submitted costs are actual and allowed by contract

### Total Agreement Amount Remaining: $86,105.25

### Signature (typed or signed name required):

Donna Maxey

### Title:

Client Operations Manager

### Date:

9/19/2019

Consultant's email contact for invoice-related questions: maxey@emspacegroup.com
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<th>May # of Hrs Billed</th>
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**Progress Report**

Project Activity During This Period:
The following is a summary of project work performed by the Lovgren Marketing Group Team for CMAQ AIR QUALITY & REDUCED FARE PROGRAM

**Task #**

**Task 1  Project Management**

**Description of Services**

Strategic Planning; Coordinate messaging with footsteps/installation; next steps; invoicing

**Task 2  Air Quality Awareness Survey**

Survey coordination with vendor; Discussion-planning

**Task 3  Creative/Graphics**

Footsteps-layouts/revisions/installation; final prep on decals; website animations; ethanol messaging; press release posts/blog on website

**Task 4  Media Coordination**

Ethanol project-discussion; social media posts; tracking

**Task 5  Public Relations**

Media release/alerts/revisions; Ethanol interview; Contact Boys/Girls Clubs; Blogs review and edits

**Direct Costs**

**Printing/Production; Media Advertising**

Outdoor digital board; Footstep decals/installation/city permits/ Radio & TV spots; Survey-Research

---

**Date:** 9-19-2019  
**Invoice #** B879  
**Charges** 8/1/19 - 8/28/19  
**Project #:** CM-D2-107  
**Control #:** 22553  
**Agreement #:** BK1819-01  
**Location:** Douglas County & Sarpy County
WHEREAS, the members of the Omaha-Council Bluffs Metropolitan Area Planning Agency (MAPA) have been formally designated by their respective legislative bodies to act as the official representative in planning matters of mutual concern; and

WHEREAS, MAPA is the designated Metropolitan Planning Organization (MPO) for the Omaha-Council Bluffs Transportation Management Area (TMA); and

WHEREAS, it is the responsibility of the MPO, in conjunction with the States, to certify that the transportation planning process complies with all applicable federal laws and regulations; and

WHEREAS, a fiscally constrained and prioritized Transportation Improvement Program (TIP) for intermodal planning is required by the U.S. Department of Transportation (DOT) and was developed by the MPO for the Omaha-Council Bluffs metropolitan area; and

WHEREAS, in TMAs, all projects except national highway system, interstate maintenance, and bridge projects are to be selected by the MPO in accordance with the priorities in the TIP; and

WHEREAS, the fiscal year (FY) 2020-2025 TIP, which defines the capital improvements for streets, highways, transit, enhancements, and airports for the jurisdictions in the metropolitan area for a six-year period, has been approved by the MAPA Board of Directors; and

WHEREAS, Safety, Pavement & Bridge, and System & Freight Reliability performance measures are updated to reflect the most recently adopted targets; and

WHEREAS, the FY2020 Nebraska STBG beginning balance is increased from $29,975,000 to $33,009,000 to account for projects not obligated; and

WHEREAS, for project 2015-001, North Downtown Riverfront Pedestrian Bridge, $40,000 of TAP-MAPA funding is programmed in FY2020 for ROW; and

WHEREAS, for project 2015-013, Omaha Signal Infrastructure - Phase A1, $3,064,000 of DPS funding is programmed in FY2021 for UTIL-CON-CE; and

WHEREAS, for project 2015-042, Western Douglas County Trail, $2,657,370 of DPU funding is programmed in FY2020 for UTIL-CON-CE; and

WHEREAS, for project 2015-046, 156th Street, STBG-MAPA funding for UTIL-CON-CE in FY2020 is increased from $1,819,000 to $3,304,000; and

WHEREAS, for project 2015-047, Riverfront Trail - Phase 4, $715,570 of DPS funding is programmed in FY2020 for UTIL-CON-CE; and

WHEREAS, for project 2015-050, 36th Street Phase II, ROW phase moved from FY2019 to FY2020; and

WHEREAS, for project 2016-037, Applewood Creek Trail, $40,000 of TAP-MAPA funding is programmed in FY2020 for ROW; and

WHEREAS, for project 2016-068, 72nd & Maple Intersection Improvement, $3,343,340 of HSIP funding is programmed in FY2020 for UTIL-CON-CE; and

WHEREAS, for project 2018-024, Giles Road/42nd Street SRTS, the project is removed from the TIP; and

WHEREAS, for project 2018-028, Eastern Nebraska Electric Vehicle CMAQ Grant, $460,800 of CMAQ funding is programmed in FY2020 for UTIL-CON-CE; and

WHEREAS, for project 2018-035, Omaha Signal Infrastructure Phase B1, $200,000 of DPS funding is programmed for PE-NEPA-FD in FY2020; $9,640 of CMAQ funding is programmed for PE-NEPA-FD in FY2020; $1,369,900 of CMAQ funding is programmed for UTIL-CON-CE in FY2021; and

WHEREAS, for project 2018-036, Omaha Signal Infrastructure Phase B2, $200,000 of DPS funding is programmed in FY2020 for PE-NEPA-FD; and
WHEREAS, for project 2018-037, Omaha Signal Infrastructure Phase B3, $200,000 of DPS funding is programmed for PE-NEPA-FD in FY2020; and

WHEREAS, for project 2019-023, US Highway 34 Bike and Walking Trail Phase 2, control number NE-22270 added; and

WHEREAS, for project 2019-036, 2020 Bellevue Resurfacing Project, control number NE-22775 added; and

WHEREAS, for project 2019-036, 2020 Bellevue Resurfacing Project, control number NE-22775 added; and

WHEREAS, for project 2019-023, US Highway 34 Bike and Walking Trail Phase 2, control number NE-22270 added; and

WHEREAS, for project 2019-036, 2020 Bellevue Resurfacing Project, control number NE-22775 added; and

WHEREAS, for project 2020-016, 5310 NDOT Vehicle Purchases, $76,192 of FTA 5310 funding is programmed for Other 3rd Party Contracts - 11.71.11; and

WHEREAS, for project 2020-017, Omaha Signal Operations 72nd Street, $144,000 of CMAQ funding is programmed for General Planning in FY2020; and

WHEREAS, for project 2020-018, Omaha Signal Operations L Street/Q Street, $208,000 of CMAQ funding is programmed for General Planning in FY2020; and

WHEREAS, for project 2020-019, Omaha Signal Operations West Center Road, $252,000 of CMAQ funding is programmed for General Planning in FY2020; and therefore be it

RESOLVED, that the FY2020-2025 Transportation Improvement Program be revised to include these changes effective October 1, 2019.

PASSED this 26th day of September, 2019

______________________________________________
Doug Kinding
Chair, MAPA Board of Directors
### FY2020-2025 Amendment 1 - Proposed

**Effective Date** 10/01/2019

**ONEDOT STIP Approval Date**

### Revisions

<table>
<thead>
<tr>
<th>Lead Agency</th>
<th>Project Name</th>
<th>Description</th>
<th>Date Added</th>
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<tr>
<td>Bennington</td>
<td>156th Street</td>
<td>STBG-MAPA funding for UTIL-CON-CE in FY2020 increased from $1,819,000 to $3,304,000.</td>
<td>09/17/2019</td>
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<tr>
<td></td>
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<td>FY2020 Nebraska STBG beginning balance increased from $29,975,000 to $33,009,000 to account for projects not obligated.</td>
<td>09/17/2019</td>
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<tr>
<td>Omaha</td>
<td>Omaha Signal Infrastructure - Phase A1</td>
<td>Project funding source changed to DPS. Additional changes to be added before September 2019 MAPA board meeting.</td>
<td>09/17/2019</td>
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<tr>
<td></td>
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<td>Safety, Pavement &amp; Bridge, and System &amp; Freight Reliability performance measures updated to reflect the most recently adopted targets.</td>
<td>09/13/2019</td>
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<td>Omaha</td>
<td>Riverfront Trail - Phase 4</td>
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<td>Omaha</td>
<td>North Downtown Riverfront Pedestrian Bridge</td>
<td>$40,000 of TAP-MAPA funding programmed in FY2020 for ROW.</td>
<td>09/13/2019</td>
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<td>La Vista</td>
<td>Applewood Creek Trail</td>
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<td>09/13/2019</td>
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<td>PMRNRD</td>
<td>Western Douglas County Trail</td>
<td>Project added to the TIP. $2,657,370 of DPU funding programmed in FY2020 for UTIL-CON-CE.</td>
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<td>Bellevue</td>
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<td>Bellevue</td>
<td>Giles Road/42nd Street SRTS</td>
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<td>09/13/2019</td>
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<td>PMRNRD</td>
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<td>Bellevue</td>
<td>2020 Bellevue Resurfacing Project</td>
<td>Control number NE-22775 added.</td>
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<td>Omaha</td>
<td>72nd &amp; Maple Intersection Improvement</td>
<td>Project added to the TIP. $3,343,340 of HSIP funding programmed in FY2020 for UTIL-CON-CE.</td>
<td>09/05/2019</td>
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<tr>
<td>MAPA</td>
<td>5310 NDOT Vehicle Purchases</td>
<td>Project added to the TIP. $76,192 of FTA 5310 funding programmed for Other 3rd Party Contracts - 11.71.11.</td>
<td>08/28/2019</td>
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## FY2020-2025 Amendment 1 - Proposed

### Effective Date
10/01/2019

### ONEDOT STIP Approval Date

### Revisions

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<td>09/13/2019</td>
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### Sub-Task Order Details

- **Sub-Task Order Date**: 9/5/2019
- **Task Order Number**: FY20

### Sub-Task Work Approach

**Task 1 – Connect GO Support - 40 Hours (7 Carbee, 32 Weiss, 1 Accounting)**

- HDR to provide advice to MAPA staff on project and parameter coding for all scenarios.
- HDR to provide advice to MAPA staff on performance measure reporting.
- HDR staff to provide coding of up to 3 transit scenarios for MAPA staff to run and report.

### Notes/Assumptions

- Note - no scripting adjustments assumed.

### Major Deliverables

- Up to 3 RTS files of Connect GO scenarios for MAPA staff to run

### Schedule

- Notice to Proceed - Sept 16, 2019
- Completion - October 31, 2019

### Personnel Classification

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**Total Direct Labor Costs**: $1,660.66

### Direct Expenses

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<td>Other Miscellaneous Costs</td>
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**Total Direct Expenses**: $0.00

### Total Project Costs

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**Sub-Task Cost**: $4,874.05
MAPA On-Call Modeling
Sub-Task Estimate

Sub-Task Order Date: 9/5/2019
Task Order Number: FY20
Sub-Task Order Number: 2

Sub-Task Work Approach: Task 2 - ISMS Model Conversion Assistance / Validation
HDR will provide assistance to MAPA staff on model update and calibration. While the nature of individual requests under this task will vary, the requested assistance provided by HDR might include:
- ISMS model development oversight and advice for ISMS model work done by MAPA staff
- Calibration and validation oversight and advice for ISMS model work done by MAPA staff
- Calibration and validation model work by HDR staff
- ISMS model script updates by HDR staff
- Model input file processing and/or updating by HDR staff

Notes/Assumptions:
- Efforts in the work approach are under direction by MAPA staff.
- Efforts are limited to the hours and costs in the budget.
- Rates reflect 2019 HDR staff rates combined with assumed 2020 rate increase of 3%.

Major Deliverables:
Updated model elements that fall under Task 2.

Schedule:
Notice to Proceed - Sept 30, 2020

---

### Direct Labor Costs:

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<th>Hours</th>
<th>2019-2020 Combined Rate</th>
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<td><strong>Sub-Task Cost</strong></td>
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MAPA CONTRACT COVER PLATE

CONTRACT IDENTIFICATION

Contract Parties: MAPA and Metro Transit
Project Number and Title: 20METR02 – ORBT Drone Photography
Effective Date: August 1, 2019
Completion Date: March 31, 2021

CONTRACT PARTIES

Contractor Name and Address
Omaha-Council Bluffs Metropolitan Area Planning Agency
2222 Cuming Street
Omaha NE 68102-4328

Metro
2222 Cuming Street
Omaha NE 68102-4328

ACCOUNTING DATA

Contract - For an amount not to exceed $7,050

DATES OF SIGNING AND MAPA BOARD APPROVAL

Date of Legal Review:
Date of MAPA Finance Committee Approval:
Date of Contractor Approval:
AGREEMENT

THIS CONTRACT, effective this first day of August, 2019 by and between The Transit Authority, City of Omaha (herein called "Metro") and the Omaha-Council Bluffs Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska 68102 (herein called the “Planning Agency”),

WITNESSETH THAT:

WHEREAS, Metro desires to engage the Planning Agency to render certain technical and professional services hereafter described.

NOW, THEREFORE, the parties hereto do mutually agree as follows:


2. Area Covered. The Planning Agency shall perform all of the necessary services provided under this Contract in connection with and respecting the following area, herein called the “planning area”: Douglas County, Nebraska.

3. Scope of Services. The Planning Agency shall do, perform and carry out in a satisfactory and proper manner, all of the services as stated. The objective of this program is to provide Metro with drone photography services as in Attachment A.

4. Personnel. The Planning Agency shall furnish the necessary personnel, materials and services, equipment and transportation and otherwise do all things necessary for or incidental to the performance of the work set forth in the Scope of Services herein.

   All of the services required hereunder shall be performed by the Planning Agency or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized by the Planning Agency to perform such services.

   None of the work or services covered by this Contract shall be subcontracted by the Planning Agency without prior written approval by Metro.

5. Time of Performance. The services of the Planning Agency are to commence September 18, 2019 and end March 31, 2021.

6. Compensation. Metro agrees to compensate the Planning Agency according to the following schedule:

   A. Drone Pilot - hourly rate $62 per hour multiplied by number of hours;
   B. Mileage – IRS standard mileage rate for businesses.
   C. Printing expenses, long distance telephone toll charges, supplies, postage, and miscellaneous expenses - actual cost.

   The total charge to Metro for salaries and expenses shall not exceed $7,050 (seven thousand fifty dollars).

7. Method of Payment. The Planning Agency may request partial payment for services performed under this Contract on a quarterly schedule. Such requests shall be based on the percentage of work
completed to date of such requests, as determined by the Planning Agency. Final payment of services under this contract shall be made by Metro within sixty (60) days following satisfactory completion of the Planning Agency’s obligations under this Contract.

8. **Records and Audits.** The Planning Agency shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by Metro to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to Metro, any representative of the, the Inspector General, the Government Accounting Office, the State Auditor’s Office, or any authorized representative, and will be retained for five years after the expiration of this Contract unless permission to destroy them is granted, in writing, by Metro.

9. **Civil Rights Provisions.**

   A. **Discrimination in Employment** - The Planning Agency shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, or disability. The Planning Agency shall take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include but may not be limited to the following: employment, upgrading, demotion or transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Planning Agency agrees to post notices setting forth the provisions of the non-discrimination clause in conspicuous places so as to be available to employees.

   B. **Considerations for Employment** - The Planning Agency shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, or disability.

      Solicitation and Advertisement - The Planning Agency shall list all suitable employment openings with the State Employment Service local offices.

   C. **Civil Rights Compliance in Employment** - The Planning Agency shall comply with all relevant provisions of the Federal Executive Order 11246, as amended by Federal Executive Order 11375, Title VII of the U.S. Civil Rights Act of 1964, as amended, the Fair Labor Standards Act (29 USC Section 201 et. seq.), Section 504 of the Vocational Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967, as amended, and the Vietnam Veterans Readjustment Act of 1974. The Planning Agency will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Iowa to investigate compliance with these rules and regulations.

   D. **Program Nondiscrimination** - The Planning Agency shall conform with requirements of Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and DHUD regulations issued pursuant thereto contained in 24 CFR Part 1. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available through this contract. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 USC 6101 et. seq.) or with respect to an otherwise qualified disabled individual as provided in Section 504 of the Vocational Rehabilitation Act of 1973, (29 USC Section 794) shall also apply to any such program or activity.

   E. **Fair Housing** - The Planning Agency (if applicable) shall comply with Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.), generally known as the Fair Housing Act, and with DHUD
regulations found at 24 CFR Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. The Planning Agency shall also comply with Section 109, Title I of the Housing and Community Development Act of 1974, as amended.

F. **Training and Employment** - The Planning Agency shall comply with provisions for training, employment, and contracting in accordance with Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u).

G. **Noncompliance with the Civil Rights Laws** - In the event of The Planning Agency's noncompliance with the nondiscrimination clauses of this contract or with any of the aforesaid rules, regulations, or requests, this contract may be canceled, terminated, or suspended either wholly or in part. In addition, the State of Iowa may take further action, imposing other sanctions and invoking additional remedies as provided.

10. **Termination of Contract for Cause.** If, through any cause, the Planning Agency shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Planning Agency shall violate any of the covenants, agreements, or stipulations of this Contract, Metro shall thereupon provide the Planning Agency an opportunity to cure. Should the Planning Agency not cure within a reasonable time, Metro shall have the right to terminate this Contract by giving written notice to the Planning Agency of such termination and specifying the effective date thereof, at least five (5) working days before the effective date of such termination. In that event, the Planning Agency shall be compensated for work performed and expenses incurred to date in accordance with the schedule set forth in paragraph 6.

11. **Changes.** Metro may, from time to time, require changes in the scope of the services of the Planning Agency to be performed hereunder. Such changes, including any increase or decrease in the amount of the Planning Agency's compensation, which are mutually agreed upon by and between Metro and the Planning Agency, shall be incorporated in written amendments to this Contract.

12. **Prohibited Interest.**
   A. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.
   B. No employee, officer or agent may participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of his/her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

13. The Planning Agency hereby agrees to comply with all federal, state and local laws, rules and ordinances applicable to the work and to this Agreement.

14. This Agreement shall be binding on successors and assigns of either party.

15. The Planning Agency warrants that it has not employed or retained any company, or persons, other than a bona fide employee working solely for the Planning Agency to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Planning Agency, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty Metro shall have the right to annul this Contract without liability.
16. **Hold Harmless.** The Planning Agency agrees to and shall indemnify, save and hold harmless Metro, its members, officers, employees, and agents, from all claims and liability of whatsoever kind or character due to or arising out of the acts and conduct of the Planning Agency, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Planning Agency doing the work herein contracted for, or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement, and also from all claims of damage for infringement of any patent in fulfilling this Agreement. The Planning Agency will procure and maintain adequate public liability and property damage insurance to protect Metro, its members, officers, employees, and agents, and will, upon request of Metro, furnish proof of compliance with this requirement.

17. **Entire Agreement.** This Agreement contains the entire agreement of the Parties. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. No representations were made or relied upon by either Party other than those that are expressly set forth herein. No agent, employee or other representative of either Party is empowered to alter any of the terms hereof except as provided herein.
IN WITNESS WHEREOF, Metro and the Planning Agency have executed this Contract as of the date first above written.

TRANSIT AUTHORITY CITY OF OMAHA, NEBRASKA

Attest ____________________________

By ____________________________ Date: __________
Executive Director

OMAHA-COUNCIL BLUFFS METROPOLITAN
AREA PLANNING AGENCY

Attest ____________________________

By ____________________________ Date: __________
Treasurer, Board of Directors

Approved as to Legal Form
Date: ____________________________

Signed ____________________________
MAPA Legal Counsel

6
September 24, 2019

Nebraska Department of Economic Development
Attn: Jenny B. Mason, Community Development Coordinator
301 Centennial Mall South
Lincoln, NE 68509-4666

RE: EDD Financial Assistance Contract – Metropolitan Area Planning Agency (MAPA)

Dear Ms. Mason,

Enclosed please find an original signed copy of the EDD financial assistance contract between the Nebraska Department of Economic Development and MAPA. Also enclosed is a copy of the ACH Enrollment Form dated September 11, 2017.

Please contact me with any questions at 402-444-6866 ext. 220 or at gyouell@mapacog.org.

Sincerely,

[Signature]

Greg Youell
Executive Director
STATE OF NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT  
FINANCIAL ASSISTANCE CONTRACT  
METROPOLITAN AREA PLANNING AGENCY  
(MAPA)  

(Regarding financial assistance  

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

RECITALS:

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

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

C. Nebraska Development Districts are voluntary associations, within a Nebraska planning and development region, formed by agreement, pursuant to the Interlocal Cooperation Act, as specified in Neb. Rev. Stat. §13-1902 ("Nebraska Development District(s)" or "Development District(s)").

D. The Department has been designated to receive and administer, and is required to disburse funds to certified Nebraska Development Districts ("Act Funds") to assist such Development Districts in serving as a regional resource center and in providing planning, community and economic development, and technical assistance to local governments which are members of the Development District, in addition to providing assistance to industrial development organizations, tourism promotion organizations, community development groups, and similar organizations. Act Funds are awarded over a two-year period, referred to as program years ("Program Years"). The Program Years are July 1 through June 30 of each calendar year.

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

F. In the Application, the Recipient represents that Recipient is a Nebraska Development
District, formed pursuant to the Act, with staff and membership acceptance as required by Neb. Rev. Stat. §13-1905, and which provides services to the following counties: Washington, Douglas, Sarpy, and Cass, and described as “Region 8” in Neb. Rev. Stat. §13-1901. The Department has approved the Application, has certified Recipient for funding eligibility, and has made an award of Act Funds to Recipient. The Department and the Recipient have agreed to a contractual arrangement regarding Recipient’s use of Act Funds, which is described in more detail in §1.03 of this contract. This contract is intended to memorialize the arrangement. As specified at §4.17 of this contract, the contractual provisions herein are intended to, and do, constitute the entire agreement of the parties.

AGREEMENT:

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

PART I: TERMS AND CONDITIONS.

§1.01 Time of Performance and Provision for Renewal.

The period covered under this contract is from July 1, 2019, through June 30, 2021. All the required activities will be completed on or before such end date.

§1.02 Incorporation of RECITALS Paragraphs as Agreed Terms of Contract.

All provisions of paragraphs A, B, C, D, E and F of the RECITALS above are incorporated as agreed provisions of the contract.

§1.03 Use of Act Funds.

Act Funds provided to Recipient under this contract will be used solely for the purpose(s) set forth in the Application; and as allowed and as restricted by the Act and this contract.

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

§1.04 Amount and Disbursement of Act Funds by the Department to the Recipient.

The total amount of Act Funds to be disbursed by the Department to the Recipient for eligible uses (as defined in §1.03 of this contract) will not exceed One Hundred Eighty-Nine Thousand Nine Hundred Seventy-One Dollars and Ten Cents ($189,971.10).

Disbursements of Act Funds to the Recipient may be made reasonably and concurrently with the execution of this contract in the form and manner prescribed by the Department.
if such disbursements are determined to be in conformance with the requirements of the Act.

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

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

§1.05 Reporting Requirement; Governor Authority.

As required by Neb. Rev. Stat. §13-1907, the Recipient must submit annual performance and financial reports to the Department, which shall address the activities performed and services delivered. Such reports will be submitted in the form and manner specified by the Department; and must be submitted no later than thirty (30) days following the end of each Program Year. This provision survives the termination or end date of this contract.

The Governor has authority to evaluate the effectiveness and activities of the Development Districts receiving assistance under the Act. As provided in Neb. Rev. Stat. §13-1907, if the Governor finds a Development District to be ineffective, he or she may take action, including the withholding of assistance authorized under Neb. Rev. Stat. §13-1906.

PART II: SPECIAL CONDITIONS FOR RELEASE OF ACT FUNDS.

Funding of the amount specified in §1.04 will not be released to the Recipient by the Department until the following Special Conditions are met. These Special Conditions must be satisfactorily completed no later than November 7, 2019. The Department reserves the right to cancel the contract if these Special Conditions are not met within this specified time frame.

§2.01 Special Conditions.

Prior to disbursement of Act funds, the Recipient must submit the following to the Department:

1) The State of Nebraska ACH Enrollment Form and IRS Form W-9 (provided by the Department).
PART III: SOURCES AND USES OF FUNDS AND OTHER REQUIREMENTS.

§3.01 Sources and Uses of Funds.

Total award of Act funds, and the approved uses of the Act funds, are reflected in the table below.

<table>
<thead>
<tr>
<th>SOURCES (Activities)</th>
<th>Act Funds</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>[this amount associated with the contract period from July 1, 2019, through June 30, 2020]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[this amount associated with the contract period from July 1, 2020, through June 30, 2021]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>$189,971.10</td>
<td>$189,971.10</td>
</tr>
</tbody>
</table>

§3.02 Limitation on Act Funds.

Distributions to newly certified development districts shall not reduce financial assistance to previously funded development districts. As specified in Neb. Rev. Stat. §13-1906, financial assistance provided by the Department to development districts shall not exceed the total "local dollars" received by the development districts for newly certified development districts only. For purposes of this contract, "local dollars" received shall mean the total local dues received by the Recipient from any local government as a condition of membership in the Development District.

PART IV: OTHER CONTRACTUAL CONDITIONS.

§4.01 Designation of Officials to Execute Contract and Amendments.

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

The Recipient's representative who is duly authorized by appropriate resolution of the Recipient's policy board to execute this contract, or their successor, is the official authorized to execute this contract and any amendments to this contract, on behalf of the Recipient.
Either party may request amendments to this contract. Amendments will not take effect until mutually agreed to, in writing, by both parties.

§4.02 Waivers in Writing.

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

§4.03 Assignment or Transfer.

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

§4.04 Applicability to Subcontractors.

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

§4.05 Independent Contractor.

Recipient agrees it is, and will conduct itself as, an independent contractor in carrying out the Recipient’s responsibilities under this contract.

Nothing in this contract should be construed in any manner as creating or establishing the relationship of partners between the Recipient and the Department.

Neither the Recipient, nor anyone employed by the Recipient to fulfill the terms of this contract, will be considered employees of the Department. Employees of the Recipient will be under the sole direction and control of the Recipient, and will not be entitled to any compensation, rights, or benefits from the State of Nebraska or the Department, including, but not limited to, tenure rights; medical care or insurance; sick leave or vacation leave; severance pay; or retirement benefits.

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

§4.06 Insurance.

Recipient agrees to purchase and maintain through the contract period, at its own expense, Workers’ Compensation Insurance and Comprehensive General Liability Insurance and will, upon request, furnish evidence of insurance coverage to the
§4.07 Permits and Licenses.

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

§4.08 Recordkeeping and Access to Records.

All records pertinent to the work undertaken as part of the contract will be retained by the Recipient until completion of the contract and for a period of at least five years following.

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

§4.09 Conflict of Interest.

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

§4.10 Political Activity.

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

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

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

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

§4.12 Non-performance or Other Breach by Recipient.

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

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

§4.13 Early Termination.

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

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

§4.14 Termination Due to Loss of Funds.

The contract will terminate in full or in part, at the discretion of the Department, in the event the Department suffers a loss of the funding source which permits it to fund this contract. In the event the Department suffers such a loss of funding, the Department will give the Recipient written notice which will set forth the effective date of full or partial termination, or if a change in funding is required, setting forth the required change(s). The Recipient will be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date.

§4.15 Severability.

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

§4.16 Executed Contract the Entire Agreement, Binding Effect, and Counterparts.

This instrument—the executed contract (including the Application, which is incorporated herein by reference) constitutes the entire agreement of the parties and any representations or promises not contained herein will not be binding upon the parties.

This agreement will be binding upon, and will inure to the benefit of, the successors, assigns, and legal representatives of the parties.
This agreement, or any amendment of this agreement, may be signed in any number of counterparts, each of which will be an original, but all of which taken together will constitute one agreement (or amendment, as the case may be).

§4.17 Force Majeure.

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster or other similar event outside the control of and not attributable to the fault or negligence of the party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. A party so affected shall immediately give notice to the other party of the Force Majeure Event. The Department may grant relief from the performance of the contract if Recipient is prevented from performance by a Force Majeure Event. The burden of proof for the need of such relief shall rest with Recipient. To obtain release based on a Force Majeure Event, Recipient must file a written request for such relief with the Department. Labor disputes with Recipient's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

§4.18 Notice.

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

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

If to the Department: Legal Division
Nebraska Department of Economic Development
P.O. Box 94666
Lincoln, Nebraska 68509-4666

or to such other address as may have been designated by either of the parties by notice hereunder.
§4.19 Governing Law & Attorney Fees.

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

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

§4.20 Public Record Statement.

This contract, including the Application submitted by Recipient, is a public record.

§4.21 Debarment, Suspension, or Declared Ineligible.

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

§4.22 State of Nebraska Registration Requirements.

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

PART V: SPECIAL REQUIREMENTS AND ASSURANCES.

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

The Recipient shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Recipient recognizes it is bound by, and covenants it will abide by, the provisions of the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1101 et seq., which mandates the Recipient may not discriminate against any employee or applicant for employment, to be employed in the performance of the contract, with respect to the employee’s hire, tenure, terms, conditions, or privileges of employment, because of the employee’s race, color, religion, sex, disability, or national origin.

§5.02 Americans With Disabilities Act (ADA).

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

§5.03 Drug Free Workplace Policy.

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

§5.04 Verification of Work Eligibility Status for New Employees

The Recipient is required and hereby agrees to use a federal immigration verification
system to determine the work eligibility status of new employees physically performing
services within the State of Nebraska. In this context, "new employees" means
employees hired on or after the effective date of this contract. A "federal immigration
verification system" means the electronic verification of the work authorization program
authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996,
8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program
designated by the United States Department of Homeland Security or other federal
agency authorized to verify the work eligibility status of a newly hired employee.

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

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

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

<table>
<thead>
<tr>
<th>NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT</th>
<th>RECIPIENT → METROPOLITAN AREA PLANNING AGENCY</th>
</tr>
</thead>
<tbody>
<tr>
<td>By: __________________ (Director or Designee)</td>
<td>By: __________________ (Executive Officer)</td>
</tr>
<tr>
<td>(Typed or Printed Name/Title)</td>
<td>(Typed or Printed Name/Title)</td>
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<td>(Date)</td>
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<tr>
<td>9-24-19</td>
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</tr>
</tbody>
</table>
STATE OF NEBRASKA SUBSTITUTE FORM W-9 & ACH ENROLLMENT FORM

Requester Information: (State of Nebraska Agency requesting this form to be completed)
Agency: Nebraska Department of Economic Development
Name: Jenny Mason
Address: 
Phone: 402-471-6280
Fax: 
E-mail: jenny.mason@nebraska.gov

Substitute Form W-9: (IRS Rev. December 2014)
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
   Omaha-Council Bluffs Metropolitan Area Planning Agency
2 Business name/disregarded entity name, if different from above
   MAPA
3 Check appropriate box for federal tax classification; check only one of the following boxes:
   Individual  [ ] Sole proprietor  [ ] C Corporation  [ ] S Corporation  [ ] Partnership  [ ] Trust/Estate
   [ ] Non-Profit Entity  [ ] Government (Local, State or Federal)
   [ ] Limited Liability Company. Enter the tax classification (C = C Corporation, S = S Corporation, P = Partnership)
   Other (see instructions)
   Note: Enter the owner's name on line 1 and mark the appropriate federal tax classification box for disregarded entities.
4 Exemptions (see instructions): Exempt payee code (if any)____ Exemption from FATCA reporting code (if any)____
5 Address:
   2222 Cumming Street
6 City, state, and ZIP code
   Omaha, NE 68102

Taxpayer Identification Number (TIN):
   Social Security Number (SSN):____ OR  Employer Identification Number (EIN):
   47-0522862

Certification:
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding due to failure to report interest and dividend income, and
3. I am a U.S. citizen or other U.S. person (defined in the instructions), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Signature of US Person: __________________________ Date: 09/11/2017

Printed Name: Amanda Morales
Contact Phone: 402-444-6866 ext. 215

Comments or Business/Entity Notes:

ACH Enrollment: (Rev. December 2014)
   [ ] Initial Setup  [ ] Change  [ ] Close Account
This information is REQUIRED to process ACH payments. Without this information, your payment may be delayed.
Financial Institution Name: American National Bank
   Nine Digit Routing Number: 104000854  Prior Routing Number: * same
Address:
   8990 West Dodge Road
Depositor Account Number: 3249055  Prior Account Number: * same
City, state and ZIP code:
   Omaha, NE 68114
Type of Account: [ ] Checking  [ ] Savings
   * Prior ACH instructions are required to be completed if changing/updating your ACH instructions with the State of Nebraska.

This account will be used for all payments by the State of Nebraska unless specified here:
E-mail: amoraless@mapacog.org

(Used for ACH payment notifications)

Authorized Individual or Entity Signature: __________________________
Printed Name: Greg Youell
Title: Executive Director
Date: 11/1/17

Attachment Required!
(Select and attach one of the following items for verification):
[ ] Blank check (voided) or [ ] Photocopy of a cleared check
[ ] Letter or statement from your financial institution
[ ] Vendor invoice or letter which contains printed ACH instructions

Internal Use Only:
MEMORANDUM OF UNDERSTANDING
BETWEEN THE OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY
AND THE CITY OF OMAHA PUBLIC WORKS DEPARTMENT
FOR THE CENTRAL 24TH STREET CORRIDOR STUDY & ACTION PLAN

1. Parties This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the Omaha-Council Bluffs Metropolitan Area Planning Agency (hereinafter referred to as “MAPA”), and the City of Omaha Public Works Department (hereinafter referred to as “the City”).

2. Purpose The purpose of this MOU is to establish the terms and conditions under which MAPA and the City will administer and fund the Central 24th Street Corridor Study and Action Plan (hereinafter referred to as “the Study”).

3. Background The City applied for funding through the Heartland 2050 mini grant program for the Study. The intent of the Study is to set the stage for enhanced multimodal transportation options, help spur holistic redevelopment of a racially/ethnically concentrated area of poverty, and provide opportunities for residents to participate in planning for new development in their neighborhood. The City and the consultant selected will focus on the inherent connections between land use and transportation. The proposed study area will focus on the 24th Street corridor from Mason Street to Cass Street. This includes not only 24th Street itself, but also the portions of 24th Avenue and 25th Street between Jones Street and Dodge Street that serve as a one-way couplet with 24th Street, as well as the one-block section of Dodge Street between 24th Street and 25th Street. While the corridor study will primarily focus on alternative cross-sections and multi-modal improvements along these street segments, the study may make recommendations regarding treatments and transitions along intersecting streets extending roughly 350 feet (about 1-block) in either direction from 24th Street and 24th Ave/25th Street.

4. Term of MOU This MOU is effective upon the day and date signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect for at least three years from the date of the final cost settlement under MAPA’s agreement with Nebraska Department of Transportation (NDOT).

5. Conditions of MOU MAPA shall be considered the recipient of up to one hundred thousand dollars ($100,000) of federal funds passed through NDOT. MAPA will be responsible for the administration of the federal funds including the oversight of the consultant, reporting to NDOT for reimbursement, payment to the consultant and securing an audit in accordance with 2 CFR 200. The City Omaha shall pay to MAPA twenty percent (20%) local match of the contracted amount, estimated at twenty-five thousand dollars ($25,000) due upon submittal of an invoice to the City of Omaha. Should the Study exceed one hundred twenty-five thousand dollars ($125,000) the City would contribute one hundred percent (100%) over one hundred twenty-five thousand dollars ($125,000). A Steering Committee shall be established comprised of members from the City and MAPA that shall direct the study. A Stakeholder Committee shall be established as an advisory body to the Study. A Consultant shall be engaged to conduct the Study.

As a federal-aid project, the Study must comply with all applicable federal and state requirements and policies. MAPA and its staff are responsible for ensuring that administrative procedures of the Study comply with these requirements and policies. Should the project fail to meet any eligibility requirements, through the fault of any other party than MAPA, the City understands that it could potentially result in the partial or total repayment of federal funds expended on the project and that in such case the City agrees to repay MAPA all previously paid federal funds, as determined by the NDOT, and any costs or expenses the NDOT has incurred for the project, including but not limited to, any costs reimbursed for the time and expenses of MAPA.
6. **Signatures** In witness whereof, the parties to this MOU, through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

OMAHA-COUNCIL BLUFFS
METROPOLITAN AREA PLANNING AGENCY

BY: ___________________________ BY: ___________________________
  Board Chairperson               Date                        Date

PRINT NAME_____________________________ PRINT NAME_____________________________

CITY OF OMAHA

BY: ___________________________ BY: ___________________________
  Authorized Official               Date                        Date

PRINT NAME_____________________________ PRINT NAME_____________________________

PRINT TITLE_____________________________
Memorandum

To: MAPA Board, Finance Committee and Transportation Technical Advisory Committee (TTAC)

From: Greg Youell

Date: September 18, 2019

The MAPA Board of Directors currently meets on the last Thursday of the month, with Finance Committee and TTAC meeting the week prior to the Board meeting. This occasionally causes confusion as the Board meeting is usually on the fourth Thursday, and the Finance and TTAC committees usually meet during the third week of the month, but sometimes there are five Thursdays in a month.

In order to avoid confusion and to allow for regular calendar appointments to be scheduled in online calendars, we would like to consider scheduling the 2020 MAPA Board of Directors meetings on the fourth Thursday of every month, with the exception of our November / December meeting, which would continue to be held on the traditional second Thursday of December.

If this change were made, TTAC would be held on the third Friday of every month.

As for the Finance Committee, I would propose two options:

1) Move Finance Committee to Thursdays of the week prior to the Board meeting, in which case it will always fall on the third Thursday of the month.

2) Keep Finance Committee on the Wednesday prior to Board meeting, in which case it will normally be on the third Wednesday, but occasionally would fall on the second Wednesday (as it would have in August 2019 if we were following this schedule)

If the Board of Directors opts to change the meeting dates for 2020, this will necessitate an amendment to the Board’s Bylaws. No amendments are required for Finance Committee or TTAC.