

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

BOARD OF DIRECTORS MEETING
Thursday, December 12, 2019 at 1:30 p.m.

AGENDA

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

- A. ROLL CALL / INTRODUCTIONS
- B. APPROVAL OF THE AGENDA (ACTION)
- C. [BOARD MINUTES of the October 31, 2019 meeting.](#) (ACTION)
- D. AGENCY REPORTS & PRESENTATIONS – (INFO)
 - 1. AGENCY REPORTS
 - a. Executive Director's Report
 - b. Staff Report: Karna Loewenstein, Communications and Outreach Manager
- 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 December 4, 2019 meeting.](#)
 - 2. FINAL CONTRACT PAYMENTS –
 - a. [Felsburg Holt & Ullevig - Bellevue Bridge Study - PMT #6 - \\$4,943.35](#)
 - b. [The New BLK – On-Call Communication Support Service: Task Order 1 - \\$9,937.50](#)
 - 3. [AMENDMENT TO THE MAPA PERSONNEL POLICY](#) – Section XIII - Employee Benefits: 13:01 Group Health and Life Insurance
This amendment changes the eligibility date for participation in the MAPA Group Insurance Plan from the first full day of employment to the first day of the month following date of hire. If the date of hire is on the first day of the month, the employee will become eligible that day.
- G. DISCUSSION
 - 1. [NPAIT Update](#)
- H. OLD BUSINESS
 - 1. CONTRACT AMENDMENTS – (ACTION)
The Board will consider for approval the contract amendments listed below.
 - a. Nebraska Iowa Regional Orthophotography Consortium (NIROC) Aerial Photography Project

i. [Eagle View / Pictometry - \\$823,879.25 \(with \\$112, 363.49 credit applied from 2018 project\)](#)

Amendment No. 1 to the agreement between Pictometry International Corp. (now dba "Eagle View") and MAPA dated December 11, 2017 covers aerial imagery and software tools for the spring 2020 flight covering Douglas, Lancaster, Sarpy and Washington Counties in Nebraska and Pottawattamie County in Iowa. Other counties that are participating in the project are contracting separately with Eagle View / Pictometry.

ii. [Metropolitan Utilities District - \\$40,000](#)

This will amend MUD's agreement with MAPA from 2018 to be included in the 2020 flight as an NIROC project partner.

b. [Pacific Junction Iowa - Iowa State Inventory Form \(ISIF\) Appraisals & Interim Mortgage Assistance - \\$29,390.00](#)

This amendment to MAPA's agreement with the City of Pacific Junction to assist in completing certain elements of a Hazard Mitigation Grant Program (HMGP) will be amended to provide assistance in with an Interim Mortgage Assistance Program funded through the Iowa Flood Mitigation Board.

c. [Douglas County – 2020 Renewal for the Complete Counts Committee - \\$15,000.00](#)

This renewal will cover MAPA's assistance to Douglas County to administer and perform certain duties with the Douglas County Complete Counts Committee.

d. [City of Omaha – 2020 Renewal for the Complete Counts Committee - \\$15,000.00](#)

This renewal will cover MAPA's assistance to the City of Omaha to administer and perform certain duties with the City of Omaha Complete Counts Committee.

2. [FY 2019 AUDIT - ADDITIONAL AUDIT FEES](#) – (ACTION)

The Board will consider for approval additional FY 19 Audit Fees of \$4,000 to draft the Audit Report.

3. [RESOLUTION 2020 - 07: LONG RANGE TRANSPORTATION PLAN \(LRTP\) AMENDMENT #12](#) – (ACTION)

The Board will consider for approval Resolution 2020 - 07: LRTP Amendment #12 to be released for a 30 day public comment period. This amendment includes an increase to the cost of the City of Omaha's 120th Street - Stonegate to Fort project. The Board will consider pre-approving the amendment to proceed as written on January 13, 2020 should there be no significant public comments that would require further changes to this amendment.

4. [RESOLUTION 2020 - 08: FY 2020 - 2025 TRANSPORTATION IMPROVEMENT PROGRAM \(TIP\) AMENDMENT #3](#) – (ACTION)

This amendment includes changes to the FTA Section 5310 program and changes to the Omaha Airport Authority's program of projects.

5. [RESOLUTION 2020 - 09: FY 2020 - 2025 TRANSPORTATION IMPROVEMENT PROGRAM \(TIP\) AMENDMENT #4](#) – (ACTION)

This amendment includes changes to the City of Omaha's 120th Street - Stonegate to Fort project. The project is moving from FY2023 to FY2020, the funding source is changing in light of a new federal grant award, and the project cost is increasing.

I. [NEW BUSINESS](#)

1. [NEW CONTRACTS](#) – (ACTION)

The Board will consider approval of the contracts listed below.

a. Nebraska-Iowa Regional Orthophotography Consortium (NIROC) Aerial Photography project

The following entities will contract with MAPA to participate in the 2020 NIROC project:

i. [City of Blair - \\$4,320.00](#)

ii. [Omaha Airport Authority - \\$15,000.00](#)

iii. [Omaha Public Power District - \\$50,000.00](#)

iv. [Papio-Missouri River Natural Resources District - \\$50,000.00](#)

v. [Washington County - \\$20,940.00](#)

vi. [Sarpy County Revision - \\$181,208.00](#)

2. [MAPA MISSION STATEMENT](#) – (ACTION)

The Board will consider for approval a new agency mission statement.

3. RESOLUTION 2020 - 10: NEW MAPA PARTNER ORGANIZATION - SARPY COUNTY CHAMBER OF COMMERCE – (ACTION)
The Board will consider for approval Resolution 2020 - 10, adding the Sarpy County Chamber as a “Partner.” Partners are entitled to MAPA membership rates and a non-voting participant on the MAPA Council of Officials. MAPA would become a member of the Sarpy Chamber of Commerce.

J. ADDITIONAL BUSINESS

K. ADJOURNMENT

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

Future Meetings:

Finance Committee: Wednesday, January 15, 2020

Board of Directors: Thursday, January 23, 2020

NARC National Conference of Regions – Washington, DC – February 9-12, 2020

Council of Officials: Wednesday, March 11, 2020 @ Metro Community College - Fort Omaha Campus

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

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

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

Minutes
October 31, 2019

The Board of Directors met at the MAPA offices, 2222 Cuming Street, Omaha. Chairman Kindig called the meeting to order at 1:31 p.m.

A. ROLL CALL/INTRODUCTIONS

Members/Officers Present

Troy Anderson	Deputy Chief of Staff, City of Omaha
Patrick Bloomingdale – Secretary/Treasurer	Chief Administrative Officer, Douglas County
Clare Duda	Douglas County Commissioner
Pete Festersen	Omaha City Council
Rusty Hike	Mayor, City of Bellevue
Don Kelly	Sarpy County Commissioner
Doug Kindig – Chair	NE Small Communities/Counties Representative (Mayor, City of La Vista)
Justin Schultz	Pottawattamie County Board of Supervisors
Matt Walsh	Mayor, City of Council Bluffs

Members/Officers Absent

Carol Vinton – Vice Chair	IA Small Communities/Counties Representative (Mills County Board of Supervisors)
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MAPA Staff

Court Barber	Christina Brownell	Sue Cutsforth	Don Gross	Kristina Martin
Amanda Morales	Emily Sneller	Jeff Spiehs	Jodi Woolery	Greg Youell

Guest

Donna Barry	Office of Senator Chuck Grassley
Paul Johnson	Douglas County EMA
Sean Litteral	Federal Highway Administration – Iowa Division

B. APPROVAL OF THE AGENDA – (Action)

MOTION by Hike, SECOND by Festersen to approve the agenda for the October 31, 2019 meeting of the Board of Directors.

AYES: Anderson, Duda, Festersen, Hike, Kelly, Kindig, Schultz, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

C. APPROVAL OF THE BOARD OF DIRECTORS MINUTES of the September 26, 2019 meeting – (Action)

MOTION by Hike, SECOND by Festersen to approve the minutes of the September 26, 2019 meeting of the Board of Directors.

AYES: Anderson, Duda, Festersen, Hike, Kelly, Kindig, Schultz, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

D. APPROVAL OF THE FINANCE COMMITTEE MINUTES of the October 23, 2019 meeting – (Action)

MOTION by Duda, SECOND by Schultz to approve the minutes of the October 23, 2019 meeting of the Board of Directors.

AYES: Anderson, Duda, Festersen, Hike, Kelly, Kindig, Schultz, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

Approved by _____
Patrick Bloomingdale, Secretary/Treasurer

E. AGENCY REPORTS & PRESENTATIONS – (Information)

1. Agency Reports –

- a. Executive Director’s Report – Presented by Greg Youell, Executive Director August. Updates were provided on the following: staff updates, County Outreach events, new project updates, state updates, recap of the Heartland 2050 Annual Site Visit, NARC EDC and Board Meeting recap, Transportation Reauthorization update, and the upcoming “Expanding Housing Choices” event on November 14.
- b. Community Development Update, presented by Don Gross
- c. Census Complete Count Committees Report, presented by Jeff Spiehs

F. PUBLIC COMMENT – None.

G. DISCUSSION – (Information)

1. Cost Recovery Plan – Paul Johnson, Douglas County Emergency Management Director, updated the Board on an application to Nebraska Emergency Management Agency (NEMA) that includes a regional Cost Recovery Plan.
2. 2020 Calendar Dates – Staff provided to the Board a list of MAPA committee meeting dates for the 2020 calendar year.

H. OLD BUSINESS –

1. Approval of Amendment 11 to the Long Range Transportation Plan (LRTP) – (Action)
The Board considered for approval Resolution 2020 – 05: LRTP Amendment #11. This amendment includes an increase in cost for Omaha’s 168th Street – Center to Poppleton project and a joining of two Omaha signal infrastructure projects into one.
2. Approval of Amendment 2 to the Transportation Improvement Program (TIP) – (Action)
The Board considered for approval Resolution 2020 – 06: TIP Amendment 2. This amendment includes an increase in funding for Omaha’s 168th Street – Center to Poppleton project, a new Metro Transit project, and funding changes for Omaha’s signal infrastructure project and Bellevue’s 35th Street Phase 1 project.
3. Approval of a Call for Projects for the FY 2021 – 2026 Transportation Improvement Program (TIP) – (Action)
The Board considered for approval a call for projects for the FY 2021 TIP for the Transportation Alternatives Program (TAP); FTA 5310 Program; and the Heartland 2050 Mini-Grant Program.

MOTION by Duda, SECOND by Hike to approve all Old Business items including Amendment 11 to the LRTP; Amendment 2 to the TIP; and the Call of Projects for the FY 2021 – 2026 TIP.

AYES: Anderson, Duda, Festersen, Hike, Kelly, Kindig, Schultz, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

I. NEW BUSINESS

1. New Contracts / Tasks Orders –

- a. Toole Design Group, LLC – City of Council Bluffs 1st Avenue Transit Alternatives Analysis - \$199,987.38 – (Action)
The Board considered for approval a new contract with Toole Design Group, LLC for the City of Council Bluffs 1st Avenue Transit Alternatives Analysis in the amount of \$199,987.38.

MOTION by Duda, SECOND by Kelly to approve the new contract with Toole Design Group, LLC for the City of Council Bluffs 1st Avenue Transit Alternatives Analysis in the amount of \$199,987.38

AYES: Anderson, Duda, Festersen, Hike, Kelly, Kindig, Schultz, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

- b. NIROC Aerial Photography Project – (Action)

The Board considered for approval agreements for the NIROC Aerial Photography Projects amounts and dates for Douglas County, City of Omaha and Sarpy County as listed below.

- i. Douglas County – total amount \$57,277 to be paid in two equal installments of \$26,138.50 on or before July 1 of each of the years 2020 and 2021.

- ii. City of Omaha – total amount \$106,372 to be paid in two equal installments of \$53,186 on or before July 1 of each of the years 2020 and 2021.
- iii. Sarpy County – total amount \$221,208 to be paid in four equal installments of \$55,302 on or before July 1 of each of the years 2020, 2021, 2022 and 2023.

MOTION by Duda, SECOND by Hike to approve the NIROC Aerial Photography Project agreements for Douglas County, City of Omaha and Sarpy County.

AYES: Anderson, Duda, Festersen, Hike, Kelly, Kindig, Schultz, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

2. Travel – (Action)

The Board considered for approval of the Travel Authorization for 3 MAPA Staff Members and up to 4 Board Members to travel to Washington, D.C. for the NARC National Conference of Regions, February 9 - 12, 2020.

- a. NARC - Washington DC - February 9-12, 2019 - up to 4 Board Members - \$9,271.40
- b. NARC - Washington DC - February 9-12, 2019 - up to 3 Staff Members - \$6,953.55

MOTION by Duda, SECOND by Hike to approve travel listed above for the 2020 NARC National Conference of Regions.

AYES: Anderson, Duda, Festersen, Hike, Kelly, Kindig, Schultz, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

3. Amendment to the Operating Bylaws for the MAPA Board of Directors – (Action)

The Board considered for approval an amendment to the Operating Bylaws for the MAPA Board of Directors. This amendment would be to Article IV - Meetings and change the meeting frequency to the fourth Thursday of each month. Exceptions to this include the month of November, in which the Board of Directors does not meet and the month of December, in which the Board will meet on the second Thursday of the month.

MOTION by Duda, SECOND by Kelly to approve the amendment to Article IV of the Operating Bylaws for the MAPA Board of Directors.

AYES: Anderson, Duda, Festersen, Hike, Kelly, Kindig, Schultz, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

J. ADDITIONAL BUSINESS –

None.

K. ADJOURNMENT

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

METROPOLITAN AREA PLANNING AGENCY
2222 Cuming Street
Omaha, NE 68102-4328
Benefits & Finance Committee
December 4, 2019

The Metropolitan Area Planning Agency Benefits and Finance Committee met December 4, 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
Steve Dethlefs, Washington County

Staff Present

Mike Helgersen
Amanda Morales
Greg Youell
Natasha Barrett
Grant Anderson (8:30-8:35)
Don Gross (8:59-9:01)

Members Absent

Justin Schultz, Pottawattamie County

A. APPROVAL OF JULY 17, 2019 BENEFITS COMMITTEE MEETING MINUTES (ACTION)

MOTION by Vinton SECOND by Kelly to approve the July 17, 2019 Meeting Minutes. MOTION CARRIED.

B. AMENDMENT TO THE PERSONNEL POLICY (ACTION)

Mr. Youell presented the amendment to the Personnel Policy, Section XIII – Employee Benefits: 13.01 Group Health and Life Insurance. That will coincide with our recent Health Insurance Policy Change.

MOTION by Duda SECOND by Vinton to approve the Personnel Policy changes presented. MOTION CARRIED.

C. ADJOURNMENT OF BENEFITS COMMITTEE (ACTION)

MOTION by Duda SECOND by Dethlefs to Adjourn the Benefits Committee portion of the Joint Meeting at 8:35 a.m.

D. FINANCE COMMITTEE INFORMATION

1. Monthly Financial Statements (September)

- 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 September financials.

2. MAPA Projects/Activities

Mr. Youell presented the New / Anticipated Transportation and Community Development Projects.

E. FOR FINANCE COMMITTEE APPROVAL

1. Contract Payments

- a. Transportation Planning & GIS Funds (PL)
 - i. Douglas County GIS – Transportation Planning Activities – PMT #1 - \$19,571.38
 - ii. Metro Transit – Transportation Planning Activities – PMT #1 - \$20,033.32
 - iii. Pottawattamie County GIS – PMT #1 - \$9,218.15

Mr. Youell presented the Transportation Planning & GIS Funds (PL) Contract Payments for committee approval.

MOTION by Dethlefs SECOND by Duda, to approve the Studies & Projects contract payments as presented. MOTION CARRIED.

b. Studies & Projects

- i. Emspace + Lovgren – CMAQ Air Quality & Reduced Fare Program – PMT #16 - \$8,026.75
- ii. Emspace + Lovgren – CMAQ Air Quality & Reduced Fare Program – PMT #17 - \$10,480.29
- iii. Felsburg Holt & Ullevig – Bellevue Bridge Study – PMT #6 - \$3,528.67
- iv. Vireo – N 24th Street Corridor Study – PMT #6 - \$15,677.59
- v. Wellcom – Little Steps, Big Impact – PMT #7 - \$611.59

Mr. Youell presented the Studies & Projects contract payments for Finance Committee approval.

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

1. Contract Payments with Exceptions

- a. City of Omaha Planning – Transportation Planning Activities - PMT #1 – Not to Exceed \$9,269.23

This item was tabled until the next Finance Committee meeting provided MAPA receives an updated payment request.

F. RECOMMENDATION TO THE BOARD

1. Final Contract Payments

- a. Felsburg Holt & Ullevig – Bellevue Bridge Study - \$4,943.35

Mr. Youell presented the FHU contract payments for Finance Committee recommendation to the Board.

MOTION by Duda SECOND by Vinton to recommend the board approve the payment. MOTION CARRIED.

- b. The New BLK – On-call Communication Support Service: Task Order 1 - \$9,937.50

Mr. Youell presented the New BLK contract payments for Finance Committee recommendation to the Board.

MOTION by Duda SECOND by Kelly to recommend the board approve the payment. MOTION CARRIED.

2. New Contracts/Task Orders

- a. NIROC Aerial Photography project
 - i. City of Blair - \$4,320.00
 - ii. Omaha Public Power District - \$50,000.00
 - iii. Omaha Airport Authority - \$15,000.00
 - iv. Papio-Missouri River Natural Resources District - \$50,000.00
 - v. Washington County - \$20,940.00
 - vi. Sarpy County Revision - \$181,208.00

Mr. Youell presented the NIROC Aerial Photography Contracts to the Finance Committee recommendation to the Board.

MOTION by Kelly SECOND by Duda to recommend Board approval for the Aerial Photography contracts.

- b. Emspace + Lovgren – Little Steps, Big Impact Communication Strategy

This item was tabled until we have the contract to present.

3. Contract Amendments

- a. NIROC Aerial Photography Projects
 - i. Eagle View / Pictometry
 - ii. Metropolitan Utilities District - \$40,000.00

Mr. Youell presented the Aerial Photography contract amendments for Finance Committee recommendation to the Board.

MOTION by Kelly SECOND by Vinton to Recommend the amendments to the Board.

- b. Pacific Junction Iowa – Iowa State Inventory Form (ISIF) Appraisals and Interim Mortgage Assistance - \$29,390.00

Mr. Youell presented the Pacific Junction contract amendment for Finance Committee recommendation to the Board.

MOTION by Kelly SECOND by Duda to Recommend the amendments to the Board.

- c. Douglas County – 2020 Renewal for the Complete Counts Committee - \$15,000.00
- d. City of Omaha – 2020 Renewal for the Complete Counts Committee - \$15,000.00

Mr. Youell presented the Census Complete Counts contract amendments for Finance Committee recommendation to the Board.

MOTION by Kelly SECOND by Duda to Recommend the amendments to the Board.

4. Audit

- a. Additional FY19 Audit Fees - \$4,000.00

Mr. Youell presented the Additional Audit Fees for Finance Committee recommendation to the Board. Ms. Morales clarified that the additional fees are due to the fact that Hamilton Associates will be writing the Audit Report this year since our Finance department is short staffed currently.

MOTION by Kelly SECOND by Duda to Recommend the amendments to the Board.

G. DISCUSSION

1. NPAIT Update

Mr. Youell informed the Finance Committee of the change in Banking Provider for NPAIT. NPAIT selected PMA Financial Network as their new provider.

H. ADJOURNMENT

The Finance Committee meeting adjourned at 9:06 a.m.



Subcontractor Payment Authorization

Contract Number: BK1831
Contract Party: Felbsburg Holt & Ullevig
Contract Description: Bellevue Bridge Study
Contract Approved by Board of Directors: July 10, 2018
Contract Amount: \$149,999.94
Match Amount: \$0.00
Contract Period: July 10, 2018 - Project Completion Date

Contract Paid Directly by NDOT

Payment # 7

Billed to Date: \$ 143,718.50

Less Previous Payments: \$ 138,775.15

Amount Due: \$ 4,943.35

Payment Recommended By:

Responsible Charge / MAPA Staff Member

Department Manager

MAPA Executive Director

Approved by MAPA Finance Committee:

Date

MAPA Treasurer/Finance Committee Member



November 7, 2019

Court Barber
Associate Transportation Planner
Metropolitan Area Planning Agency Omaha-Council Bluffs
2222 Cuming St
Omaha, NE 68102

RE: Bellevue Bridge Alternatives Study
Project No. MAPA-5002(3)
Control No. 22755
Agreement No. BK1831
FHU Project No. 118015-01

Dear Mr. Barber:

Enclosed please find Progress Report No. 10 for professional services associated with the above referenced project. This progress report reflects professional services provided through September 30, 2019. This invoice completes the billing for this project.

Work performed during this period includes:

- Progress Meeting with Steering Committee to discuss comments
- Finalization of report
- Printing and delivery of final report

Work anticipated for next billing period:

- None. Project Complete.

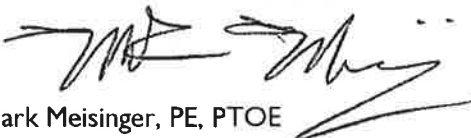
Notes:

- The final report was submitted on September 30, 2019.
- Our project schedule ended on September 30, 2019.

If you have any questions regarding this progress report, please feel free to give me a call at (402)445-4405.

Sincerely,

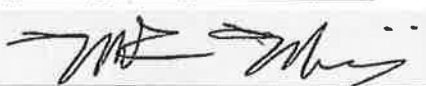
FELSBURG HOLT & ULLEVIG



Mark Meisinger, PE, PTOE
Project Manager

Cost Breakdown Form

for Actual Cost Plus Fixed Fee (CPFF) Agreements

Company Name:		Felsburg Holt & Ullevig	
Control No.:	22755	Project No.: MAPA-5002(3)	
Project Location:		Bellevue, NE	
Agreement No.:	BK1831	Expire Date: September 30, 2019	
Invoice No.:	25778	Invoice Date: October 25, 2019	
% Work Completed:		96%	
Current Billing Period:		9/1/2019 thru 9/30/2019	
Agreement No: BK1831		Max Actual costs	Max Fixed Fee (Profit)
Agreement amount thru supplement #		\$141,309.49	\$8,690.45
		Total Contract Amount	
		\$149,999.94	
		Amount	
		This Period	Previously Billed
		To Date	
Direct Labor		\$1,708.86	\$37,074.22
Overhead @ 178.82% of direct labor		\$3,055.78	\$66,296.12
Fixed Fee @ 12.00% of labor+overhead		\$0.00	\$8,690.45
FCCM @ 0.000% of direct labor		\$0.00	\$0.00
Direct Costs (Non-Labor)		\$178.71	\$4,201.25
Outside Services (Subconsultants):			
Name	Max Amount		
RDG Planning & Design	\$22,513.11	\$22,513.11	\$22,513.11
		\$0.00	
		\$0.00	
		\$0.00	
		\$0.00	
		\$0.00	
Adjustments:			
fixed fee for profit		\$0.00	
Other:		\$0.00	
Total Amount DUE >>		\$4,943.35	\$138,775.15
		\$143,718.50	
By submitting this form electronically to State, Consultant certifies submitted costs are actual and allowed by contract.		Total Agreement Amount Remaining:	\$6,281.44
		Total Fixed Fee Remaining:	\$0.00
Signature (typed or signed name required):		Title:	Date:
		Associate	10/25/2019
Consultant's email contact for invoice-related questions:		accounting@fhueng.com	



Mail Payments to:
 Dept 1539, PO Box 17180
 Denver, CO 80217
 phone: 303.721.1440
 email: accounting@fhueng.com

INVOICE

Court Barber
 Associate Transportation Planner
 Metropolitan Area Planning Agency Omaha-Council Bluffs
 2222 Cuming St
 Omaha, NE 68102

October 25, 2019
 Project No: 118015-01
 Invoice No: 25778

Project 118015-01 Bellevue Bridge Alternatives Study
 Project No. MAPA-5002(3)
 Control No. 22755
 Agreement No. BK1831

Professional Services for the Period: September 1, 2019 to September 30, 2019

Professional Personnel

	Hours	Rate	Amount	
Associate				
Meisinger, Mark	1.75 ✓	60.10 ✓	105.18	
Meisinger, Mark	13.75 ✓	62.50 ✓	859.38	
Engineer V				
Thompson, Jennifer	11.50 ✓	49.04 ✓	563.96	
Engineer IV				
Denney, Adam	.50 ✓	45.67 ✓	22.84	
Engineer I				
Adams, Timothy	3.00 ✓	24.00 ✓	72.00	
Graphic Design IV				
Topoleski, Zachary	.50 ✓	42.00 ✓	21.00	
Administrative				
Hop, Marissa	3.00 ✓	21.50 ✓	64.50	
Labor	34.00		1,708.86	
Total Labor	2.7882 times		1,708.86	4,764.64 ✓

Reimbursable Expenses

Mileage	26.10	
Total Reimbursables	26.10	26.10 ✓

In-House Units

B&W Printing	203.0 B&W Prints @ 0.12	24.36 ✓	
Color Printing	675.0 Prints @ 0.19	128.25 ✓	
Total In-House		152.61	152.61 ✓

Contract Limits

	Current	Prior	To-Date
Total Billings	4,943.35	138,775.15	143,718.50
Contract Maximum			149,999.94
Remaining Contract			6,281.44

TOTAL AMOUNT DUE \$4,943.35 ✓

Billed-To-Date Summary

	Current	Prior	Total
Labor	4,764.64	103,370.34	108,134.98
Subconsultant	0.00	22,513.11	22,513.11
Expense	26.10	3,621.87	3,647.97

Project	118015-01	Bellevue Bridge Alternatives Study			Invoice	25778
In-House		152.61	579.38	731.99		
Fixed Fee		0.00	8,690.45	8,690.45		
Totals		4,943.35	138,775.15	143,718.50		

Project Manager Mark Meisinger

Billing Backup

Thursday, October 31, 2019

Felsburg Holt & Ullevig

Invoice 25778 Dated 10/25/2019

11:14:49 AM

Project	118015-01	Bellevue Bridge Alternatives Study
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Professional Personnel

			Hours	Rate	Amount	
Associate						
15 - Meisinger, Mark	9/3/2019		.50	60.10	30.04	
15 - Meisinger, Mark	9/4/2019		.25	60.10	15.03	
15 - Meisinger, Mark	9/5/2019		.50	60.10	30.05	
15 - Meisinger, Mark	9/9/2019		.25	60.10	15.03	
15 - Meisinger, Mark	9/12/2019		.25	60.10	15.03	
15 - Meisinger, Mark	9/16/2019		1.00	62.50	62.50	
15 - Meisinger, Mark	9/20/2019		1.00	62.50	62.50	
15 - Meisinger, Mark	9/23/2019		.50	62.50	31.25	
15 - Meisinger, Mark	9/24/2019		.50	62.50	31.25	
15 - Meisinger, Mark	9/24/2019		.50	62.50	31.25	
15 - Meisinger, Mark	9/25/2019		2.00	62.50	125.00	
15 - Meisinger, Mark	9/26/2019		3.25	62.50	203.13	
15 - Meisinger, Mark	9/27/2019		1.00	62.50	62.50	
15 - Meisinger, Mark	9/30/2019		4.00	62.50	250.00	
Engineer V						
24 - Thompson, Jennifer	9/26/2019		4.50	49.04	220.68	
24 - Thompson, Jennifer	9/27/2019		1.00	49.04	49.04	
24 - Thompson, Jennifer	9/30/2019		6.00	49.04	294.24	
Engineer IV						
25 - Denney, Adam	9/30/2019		.50	45.67	22.84	
Engineer I						
28 - Adams, Timothy	9/30/2019		3.00	24.00	72.00	
Graphic Design IV						
165 - Topoleski, Zachary	9/30/2019		.50	42.00	21.00	
Administrative						
200 - Hop, Marissa	9/30/2019		3.00	21.50	64.50	
Labor			34.00		1,708.86	
Total Labor				2.7882 times	1,708.86	4,764.64

Reimbursable Expenses

Mileage

EX 000000006532	9/30/2019	Thompson, Jennifer / Deliver Final Bellevue Bridge Reports / 45.00 miles @ 0.58	26.10	
Total Reimbursables			26.10	26.10

In-House Units

B&W Printing	203.0 B&W Prints @ 0.12	24.36	
Color Printing	675.0 Prints @ 0.19	128.25	
Total In-House		152.61	152.61

Project Total \$4,943.35

Total this Report \$4,943.35



Subcontractor Payment Authorization

Contract Number: BK1905
Contract Party: The New BLK
Contract Description: On-call Communication Support Service: Task Order 1
Contract Approved by Board of Directors: January 31, 2019
Contact Amount: \$31,125.00
Match Amount: \$0.00
Contract Period: 02/01/2019 - 09/30/2019

Payment # Final

Billed to Date:	\$	31,125.00
Less Previous Payments:	\$	21,187.50
Amount Due:	\$	<u>9,937.50</u>

Payment Recommended By: _____
Responsible Charge / MAPA Staff Member

Department Manager

MAPA Executive Director

Approved by MAPA Finance Committee: _____
Date

MAPA Treasurer/Finance Committee Member

The New BLK

7914 W Dodge Road #244

Omaha, NE 68114

(402) 403-5619

eric@thenewblk.com



INVOICE

BILL TO

MAPA Heartland 2050

INVOICE # 1073**DATE** 11/20/2019**DUE DATE** 11/20/2019**TERMS** Net 15

SERVICE	QTY	RATE	AMOUNT
Agency Services — Tax exempt Development and Refinement of H2050 Brand, Identity, Message, and Voice: Strategy, copy, and design work completed between 8.14-9.30	47.50	125.00	5,937.50
Agency Services — Tax exempt Communication Strategy Support Data Hub - naming and page layouts, placed on live server. Strategy, copy, and design work completed between 8.14-9.30	12	125.00	1,500.00
Agency Services — Tax exempt Design & Visual Representation - Action Plan, Housing Materials work completed between 8.14-9.30	20	125.00	2,500.00

BALANCE DUE**\$9,937.50**

Category	Budgeted Hours	Budget	Inv. # 1060		Inv. #1061		Inv. # 1066		Inv. # 1073		Billed to		Remaining Hours	Remaining Budget
			Hours		Hours		Hours		Hours		Hours	Date		
Project Understanding		20 \$ 2,500.00	20	\$ 2,500.00							20.00	\$ 2,500.00	0	\$ -
Development and Refinement of H2050 Brand Identity, Message & Voice	130	\$ 16,250.00	65	\$ 8,125.00	8	\$ 1,000.00	4.00	\$ 500.00	47.50	\$ 5,937.50	124.50	\$ 15,562.50	5.5	\$ 687.50
Communication Strategy Support	54	\$ 6,750.00	16	\$ 2,000.00	13	\$ 1,625.00	9.00	\$ 1,125.00	12.00	\$ 1,500.00	50.00	\$ 6,250.00	4	\$ 500.00
Design & Visual Representation	45	\$ 5,625.00			28	\$ 3,500.00	6.50	\$ 812.50	20.00	\$ 2,500.00	54.50	\$ 6,812.50	-9.5	\$ (1,187.50)
Total	249	\$ 31,125.00	101	\$ 12,625.00	49	\$ 6,125.00	19.50	\$ 2,437.50	79.50	\$ 9,937.50	249.00	\$ 31,125.00	0	\$ -

Category	Budgeted Hours	Budget	Inv. # 1060		Inv. #1061		Inv. # 1066		Inv. # 1073		Billed to Date		Remaining Hours	Remaining Budget
			Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Date		
Project Understanding	20	\$ 2,500.00	20	\$ 2,500.00							20.00	\$ 2,500.00	0	\$ -
Development and Refinement of H2050 Brand Identity, Message & Voice	130	\$ 16,250.00	65	\$ 8,125.00	8	\$ 1,000.00	4.00	\$ 500.00	47.50	\$ 5,937.50	124.50	\$ 15,562.50	5.5	\$ 687.50
	54	\$ 6,750.00	16	\$ 2,000.00	13	\$ 1,625.00	9.00	\$ 1,125.00	12.00	\$ 1,500.00	50.00	\$ 6,250.00	4	\$ 500.00
Communication Strategy Support	45	\$ 5,625.00			28	\$ 3,500.00	6.50	\$ 812.50	20.00	\$ 2,500.00	54.50	\$ 6,812.50	-9.5	\$ (1,187.50)
Design & Visual Representation														
Total	249	\$ 31,125.00	101	\$ 12,625.00	49	\$ 6,125.00	19.50	\$ 2,437.50	79.50	\$ 9,937.50	249.00	\$ 31,125.00	0	\$ -

Section XIII – Employee Benefits

13.01 Group Health and Life Insurance

Employees having Probationary, Regular or Acting Appointment status and working an average of 30 hours or more per work week will ~~automatically~~ become eligible for participation in the MAPA Group Insurance Plan on the first day of the month following date of hire. full day of employment. If the date of hire is on the first of the month, the employee will be eligible that day. MAPA covers the premium costs for health and dental insurance costs for employee only coverage at 93% and employee plus dependent coverage at 85%. Dependents of the employee may participate in the plan subject to the same regulations as for employees. If an employee declares participation in dependency coverage subsequent to his initial eligibility enrollment date, he/she may have to provide the carrier with a Declaration of Insurability Statement. The agency will continue payment of premiums on the employee while the employee is on maternity leave. Conversion privileges are available to employees upon termination of employment.

13.01.01 Disability

Disability or partial disability benefits are available to employees under the MAPA Group Insurance Plan. Disability benefits are also available to employees under the Federal Insurance Contribution Act.

13.01.02 Death

Life insurance coverage in the amount of \$25,000 is carried under the MAPA Group Insurance Plan payable to the employee's designated beneficiary. This insurance carries the double indemnity clause. Payments to beneficiaries are also available under the Federal Insurance Contributions Act.

13.01.03 Flexible Spending Account

Each eligible employee shall have access to a Flexible Spending Account (FSA) in which the employee may make voluntary contributions for use of qualified medical expenses as established in the cafeteria plan.

13.02 Worker's Compensation Insurance

The agency shall provide for medical care and compensation in illness or injury connected with employment, as provided in Worker's Compensation Laws of Iowa and Nebraska.

13.03 Group Travel Insurance

Employees participate in the Group Travel Plan upon the first day of employment. Travel from employee's residence to regular place of employment is not covered. Travel while conducting the business of the agency is covered for bodily injury or death. MAPA employees using their own automobiles for MAPA business are personally liable. Authorized MAPA drivers shall be required to submit a certificate of insurance.



NEBRASKA PUBLIC AGENCY INVESTMENT TRUST (NPAIT)

Fixed Term Investment Options & Services

NPAIT FIXED TERM ACCOUNT SERVICE FEATURES

- Free multiple accounts
- Free electronic transfers
- Online access to account information
- Timely and concise transaction and month-end statements
- Toll free service every business day
- No minimum or maximum amounts
- No minimum number of days

What is NPAIT?

The Nebraska Public Agency Investment Trust (NPAIT) is a complete financial management resource available to Nebraska local governments.

Designed and governed by Nebraska public entities, NPAIT participants include a wide range of public agencies throughout the state. The NPAIT Board of Trustees is comprised of thirteen members representing Nebraska public entities and associations. Allowable under Nebraska statute and with the public at the forefront, NPAIT meets the needs of our communities.

The PMA Difference

PMA Financial Network, LLC (PMA) is NPAIT's Fixed Term Account services provider. PMA has been dedicated to serving the public sector for over 35 years and offers Fixed Term Account Participants a comprehensive suite of statute-allowable investment options. This creates a truly unique "one-stop-shop" for a local government's financial services needs.

Investment Options & Services

PMA, through NPAIT, offers Participants a comprehensive suite of statute-allowable investment options and services, including:

- Competitively bid fixed term investments
- Cash management services
- Bond proceeds management services

► NEBRASKA PUBLIC AGENCY INVESTMENT TRUST (NPAIT)

FIXED TERM INVESTMENTS

- FDIC CDs
- Collateralized CDs
- U.S. Government agency investments
- U.S. T-Bills and Notes
- Certain securities from issuers

FIXED TERM INVESTMENT BID PROCESS

- Prior to the investment date, PMA will contact government-identified local banks to solicit rates
- PMA will solicit top State rates for a local government's investments
- Local government makes the final decision on placement of investments
- PMA will handle all paperwork related to investments
- One monthly investment statement for all of a local government's investments

BOND PROCEEDS MANAGEMENT PROGRAM

- Reap significant benefits in the critical areas of investment, arbitrage and reporting
- Establish a reliable, sufficient flow of funds
- Maximize earnings through an asset-liability matching investment schedule
- Help comply with all applicable IRS arbitrage regulations and save administrative time

CASH FLOW ANALYSIS

- Ensure all liabilities are met with a maturity
- Invest longer to take advantage of higher rates
- Plan for cash shortfalls
- Identify long-term investment potential
- Maximize interest income

Fixed Term Investments

Institutional relationships with some of Wall Street's most experienced professionals and an extensive local and national bank network enable PMA to provide Participants world-class fixed income opportunities.

PMA offers NPAIT Participants direct access to multiple types of Bank Certificates of Deposit.

Fixed Term Investment Bid Process

PMA's investment bidding services are set in place to provide Participants the opportunity to secure the best possible rates on their investments. PMA obtains these rates by contacting multiple banks on behalf of the Participant, saving the Participant time and administrative resources.

For added convenience, NPAIT Participants will receive a single consolidated monthly report encompassing all of the local government's Fixed Term Account investments and liquid NPAIT pool activity.

Bond Proceeds Management Program

PMA's Bond Proceeds Management Program provides the ability to reap significant benefits in the critical areas of investment, arbitrage and reporting. Specifically, this program helps a local government establish a reliable and sufficient flow of funds, maximize earnings through an asset-liability matching investment schedule, adequately cover expenses, comply with all applicable IRS arbitrage regulations and save administrative time. Additionally, each participating local government will have a single contact for all of its investment needs.

PMA's Bond Proceeds Management Program is free of charge for NPAIT Participants.

Cash Flow Analysis

There is more to money management than simply shopping for investments. An accurate cash flow plan allows a local government to intelligently build an investment schedule that capitalizes on the yield curve benefits of longer-term investing. PMA's cash flow analysis helps a local government ensure that all liabilities are met with a maturity, invest longer to take advantage of higher rates, plan for cash shortfalls, identify long-term investment potential and maximize interest income.

PMA's cash flow analysis is free of charge for NPAIT Participants.



www.npait.com | 1-800-890-9757

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FAQ ABOUT NPAIT

www.npait.com

1.) What is the Nebraska Public Agency Investment Trust (NPAIT)?

Founded over 20 years ago, NPAIT is a cooperative investing program designed and governed by Nebraska public entities. Allowable under Nebraska statutes, NPAIT offers Nebraska public entities the opportunity to invest funds jointly— increasing efficiency and offering the financial benefits of joint investing. The program is governed by a Board of Nebraska public officials and is designed specifically for Nebraska public entities. Currently, over 200 entities participate in the NPAIT program.

2.) What programs are available through NPAIT?

NPAIT provides a daily liquid portfolio and fixed rate investment options through the Fixed Term Services Program. The liquid fund provides daily liquidity and a variable rate of interest. Investments are limited to the highest quality available and are allowed under Nebraska's public fund statutes. NPAIT's Fixed Term Services offer investments for a fixed time period. Under the new service structure, NPAIT will work with numerous Nebraska banks to obtain the best possible rate.

3.) Who can participate in NPAIT?

All Nebraska public entities are eligible to participate in NPAIT. For information on how to join, contact Paul Kruse at (800) 269-2363 or pkruise@pmanetwork.com. The new NPAIT office will be based in Lincoln.

4.) What will happen with the upcoming transition to new service providers?

The NPAIT Board of Trustees recently voted to transition investment services, administration services and marketing to PMA Financial Network, LLC and its affiliated entities. Governance will remain the same with the Board overseeing the service providers. The PMA companies serve 12 programs similar to NPAIT and offer a wide range of services to benefit public entities. Over the coming months, Participants will learn about these services through a series of notifications, conversations and webinars. The transition is expected to be complete by December 2nd, 2019, and Participants will have access to a variety of enhanced services to meet the changing needs of our Nebraska public entities.

5.) Will the transaction process change, and how do I invest?

While Participants may continue to make transactions via phone, a new multifunctional online platform will allow Participants to make online transactions as well as view, print and download reports to a variety of formats. The system will allow Participants to maintain multiple accounts, and it will interact with local banks. Fixed Rate transactions can also be included in the reports for a fully consolidated investment program. Transaction cut-off times will remain the same. Upcoming webinars will offer training on this efficient, secure and user-friendly system.

6.) Who sponsors NPAIT?

NPAIT is sponsored by the Nebraska Association of County Officials (NACO), Nebraska Rural Electric Association (NREA), the Nebraska Community College Association (NCCA), the Northeast Nebraska Economic Development District (NENEDD), the Nebraska State Irrigation Association (NSIA), the Metropolitan Area Planning Agency (MAPA), the Nebraska State Volunteer Firefighters Association (NSVFA), the Panhandle Area Development District (PADD), and the Nebraska Association of Resources Districts (NARD).



Paul Kruse
Senior Vice President, Director—Nebraska
PMA Financial Network, LLC
(800) 269-2363 cell 515.554.1555
pkruise@pmanetwork.com

(800) 269-2363 | www.npait.com



Integrity. Commitment. Performance.™

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**AMENDMENT NO. 1 TO AGREEMENT DATED DECEMBER 11, 2017 BETWEEN
PICTOMETRY INTERNATIONAL CORP. (“PICTOMETRY”) AND
METROPOLITAN AREA PLANNING AGENCY (“CUSTOMER”)**

1. This Amendment, including all Sections and Appendices referenced herein (collectively, this “Amendment”) is entered into by and between Pictometry and Customer and supplements and modifies the terms of the Agreement dated December 11, 2017 as, to the extent applicable, previously modified by addenda or amendments thereto (collectively, the “Agreement”). Any purchase order or similar document issued by Customer in connection with this Amendment is issued solely for Customer’s internal administrative purposes and the terms and conditions set forth on such purchase order shall be of no force or effect as between the parties. To the extent that there is any inconsistency between the terms set forth in this Amendment and those set forth in the Agreement, the terms set forth in this Amendment shall prevail.
2. **MODIFICATIONS TO AGREEMENT:** With respect to the Second Project only:
 - a. The products, pricing, product parameters and payment schedule set forth in Section A to the Agreement are deleted in their entirety and replaced with the products, pricing, product parameters and payment schedule set forth in Section A to this Amendment;
 - b. The Second Project details set forth in the Exhibit 1 Product Analysis for Participating Counties, set forth in the Agreement is replaced with the Second Project details in Exhibit 1 to this Amendment; and
 - c. The Maps set forth in this Amendment shall supplement the Maps in the Agreement.
3. All other terms and conditions set forth in the Agreement not expressly modified herein shall remain full force and effect
4. All notices under the Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
2222 Cuming Street	25 Methodist Hill Drive
Omaha, NE 68102	Rochester, NY 14623
Attn: Josh Corrigan, GIS Coordinator	Attn: General Counsel
Phone: (402) 444-6866	Phone: (585) 486-0093 Fax: (585) 486-0098

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

This Amendment shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document.

PARTIES:

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

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

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

ORDER #

C4238485

BILL TO

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

SHIP TO

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

CUSTOMER ID

A123660

SALES REP

rpoots

FREQUENCY OF PROJECT

Biennial

SECOND PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
876	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$450.00	\$394.50 (12.333%)	\$345,582.00
369	IMAGERY - Reveal 1000 - R2 per square mile	Product includes: 0.75-inch (or better) GSD orthogonal images and 1-inch (or better) oblique images (4-way), available online via an active CONNECT account (purchased separately). Applicable Terms and Conditions: Online Services General Terms and Conditions	\$795.00	\$556.50 (30% - Long Term Incentive Discount)	\$205,348.50
272	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$450.00	\$394.50 (12.333%)	\$107,304.00
860	IMAGERY - NEIGHBORHOOD - 4-way (N5) (6in) Per Sector	Product includes 6-inch GSD oblique frame images (4-way), 6-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.5 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.46 feet/pixel, Middle Line: 0.51 feet/pixel, Back Line: 0.60 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$250.00	\$106.00 (57.6%)	\$91,160.00
148	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$450.00	\$394.50 (12.333%)	\$58,386.00
113,000	ChangeFinder - Change Detection; Digital Parcel File Provided	Existing building outlines from a specified older imagery source are updated and classified relative to the most-nadir single-frame orthogonal image in a specified, newer Pictometry imagery source. Pictometry delivers updated digital building outlines from the newer imagery source and their	\$0.35		\$39,550.00

		classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced building outline data requires acceptance in advance. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use			
421	IMAGERY-Color Digital Orthophotography-6in GSD-Industry-Standard Delivery Format-per sq mi	Product includes: Color Digital Orthophotography - 6 inch GSD ("CDO") consists of 6-inch GSD ortho mosaics delivered to Customer in an open industry-standard digital delivery format not proprietary to Pictometry. See Appendix for mosaic specifications and selected delivery format. Customer shall own the copies of the CDO delivered to the Customer in an industry-standard digital delivery format not proprietary to Pictometry pursuant to this Agreement (the "CDO Deliverables"), notwithstanding anything in this Agreement to the contrary. Pictometry shall retain copies of the CDO Deliverables and shall own those copies. Applicable Terms and Conditions: Order Form	\$60.00		\$25,260.00
54,816	ChangeFinder - Change Detection; Digital Parcel File Provided	Existing building outlines from a specified older imagery source are updated and classified relative to the most-nadir single-frame orthogonal image in a specified, newer Pictometry imagery source. Pictometry delivers updated digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced building outline data requires acceptance in advance. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.39		\$21,378.24
59	IMAGERY-Color Digital Orthophotography-3in GSD-Industry-Standard Delivery Format-per sq mi	Product includes: Color Digital Orthophotography - 3 inch GSD ("CDO") consists of 3-inch GSD ortho mosaics delivered to Customer in an open industry-standard digital delivery format not proprietary to Pictometry. See Appendix for mosaic specifications and selected delivery format. Customer shall own the copies of the CDO delivered to the Customer in an industry-standard digital delivery format not proprietary to Pictometry pursuant to this Agreement (the "CDO Deliverables"), notwithstanding anything in this Agreement to the contrary. Pictometry shall retain copies of the CDO Deliverables and shall own those copies. Applicable Terms and Conditions: Order Form	\$225.00		\$13,275.00
8	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$3,300.00	\$1,650.00 (50%)	\$13,200.00

1	Building Height Attribution - BETA Project	Building Outline data from this Agreement OR from an approved data source will be updated to include a building height attribute that will be calculated using the methodology indicated in the Product Parameters. The updated Building Outline data will be provided in polygon shapefile and .gdb format. This is a beta version product under continued development and is provided "as is." As such, anomalous errors may be present and caution should be used when using this product. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$11,300.00		\$11,300.00
2	FutureView Adv Training	Full conference registration to advanced training designed to maximize deployment. Includes hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date. Applicable Terms and Conditions: Order Form	\$2,499.00	\$1,249.50 (50%)	\$2,499.00
2	ChangeFinder - Project Fee	This is a flat fee per project. One project set-up fee is required for each Change Detection, Change Detection and Building Outlines, or Building Outline line item in the order. Applicable Terms and Conditions: Order Form	\$1,000.00		\$2,000.00
369	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$0.00 (100%)	\$0.00
5	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00	\$0.00 (100%)	\$0.00
369	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00	\$0.00 (100%)	\$0.00
876	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$0.00 (100%)	\$0.00
876	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00	\$0.00 (100%)	\$0.00
272	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$0.00 (100%)	\$0.00
272	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00	\$0.00 (100%)	\$0.00
148	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG	\$20.00	\$0.00 (100%)	\$0.00

		Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use			
148	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00	\$0.00 (100%)	\$0.00
860	Tiles - Standard (6in GSD; JPG format) Per Sector	Available with corresponding 3", 4", or 6" GSD imagery purchase. 6-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$0.00 (100%)	\$0.00
860	Mosaic - Area Wide (6in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 6-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$1.00	\$0.00 (100%)	\$0.00
8	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions	\$750.00	\$0.00 (100%)	\$0.00
4	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
1	Pictometry CONNECTAssessment	Pictometry CONNECTAssessment allows a user the ability to log in and access Pictometry ChangeFinder data and Pictometry-hosted imagery libraries, which have been licensed to the Customer and specified elsewhere in this Agreement, via a web-based application. The number of concurrent authorized users is specified in Customer's existing Connect agreement. Access runs concurrent with last activation (and scheduled expiration) of the Customer's existing Connect account. This offering requires an active Pictometry CONNECT account. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$5,000.00	\$0.00 (100%)	\$0.00
1	AccuPlus Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
1	AccuPLUS Project Fee - PICT DTM	AccuPLUS project fee for projects without customer-supplied DTM	\$7,500.00	\$0.00 (100%)	\$0.00

	Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use		
SUBTOTAL – SECOND PROJECT			\$936,242.74
Thank you for choosing Pictometry as your service provider.		TOTAL OF ALL PROJECTS	\$2,225,882.74

Amount per product = ((1-Discount %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement (“Fees”) are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

SECOND PROJECT

Subtotal	\$936,242.74
Credit Applied from First Project	(\$112,363.49)
Due at Shipment of Imagery - 2020	\$411,939.63
Due at First Anniversary of Shipment of Imagery - 2021	\$411,939.62

Total Payments Due **\$823,879.25**

PRODUCT PARAMETERS

SECOND PROJECT

ACCUPLUS IMAGERY

Product: IMAGERY-Color Digital Orthophotography-6in GSD-Industry-Standard Delivery Format-per sq
mi
Coverage Area Format: Shapefile
Leaf: Leaf Off: Less than 30% leaf cover

Product: IMAGERY-Color Digital Orthophotography-3in GSD-Industry-Standard Delivery Format-per sq
mi
Coverage Area Format: Shapefile
Leaf: Leaf Off: Less than 30% leaf cover

IMAGERY

Product: IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
Leaf: Leaf Off: Less than 30% leaf cover

Product: IMAGERY - Reveal 1000 - R2 per square mile
Leaf: Leaf Off: Less than 30% leaf cover

Product: IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
Leaf: Leaf Off: Less than 30% leaf cover

Product: IMAGERY - NEIGHBORHOOD - 4-way (N5) (6in) Per Sector
Leaf: Leaf Off: Less than 30% leaf cover

Product: IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
Leaf: Leaf Off: Less than 30% leaf cover

CHANGEFINDER

Product: ChangeFinder - Change Detection; Digital Parcel File Provided
Data Source – Base: Pictometry Outlines
Data Source Year – Base: 2018
Data Source – Comparison: Pictometry Imagery
Data Source Year – Comparison: 2020
Deck Identification: Marked with a Point
Regional Status Report Requested:
Modified Technical Specifications:
Parameter Changes

Prior to commencement of production, Customer may make changes to these product parameters by providing Pictometry with written authorization (email being acceptable).

Product:*Data Source – Base:**Data Source Year – Base:**Data Source – Comparison:**Data Source Year – Comparison:**Deck Identification:**Regional Status Report Requested:**Modified Technical Specifications:**Parameter Changes***ChangeFinder - Change Detection; Digital Parcel File Provided**

Pictometry Outlines

2013

Pictometry Imagery

2020

Included in Building Outlines

Prior to commencement of production, Customer may make changes to these product parameters by providing Pictometry with written authorization (email being acceptable).

CONNECT**Product:***Admin User Name:**Admin User Email:**Geofence:***Pictometry Connect - CA - 100**

Josh Corrigan

jcorrigan@mapacog.org

NE Douglas NE Lancaster NE Sarpy IA Pottawattamie NE Saunders IA Pottawattamie

Product:*Admin User Name:**Admin User Email:**Geofence:***Pictometry Connect View - CA**

Josh Corrigan

jcorrigan@mapacog.org

NE Douglas NE Lancaster NE Sarpy IA Pottawattamie NE Saunders IA Pottawattamie

STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

RapidAccess—Disaster Response Program (“DRP”)

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

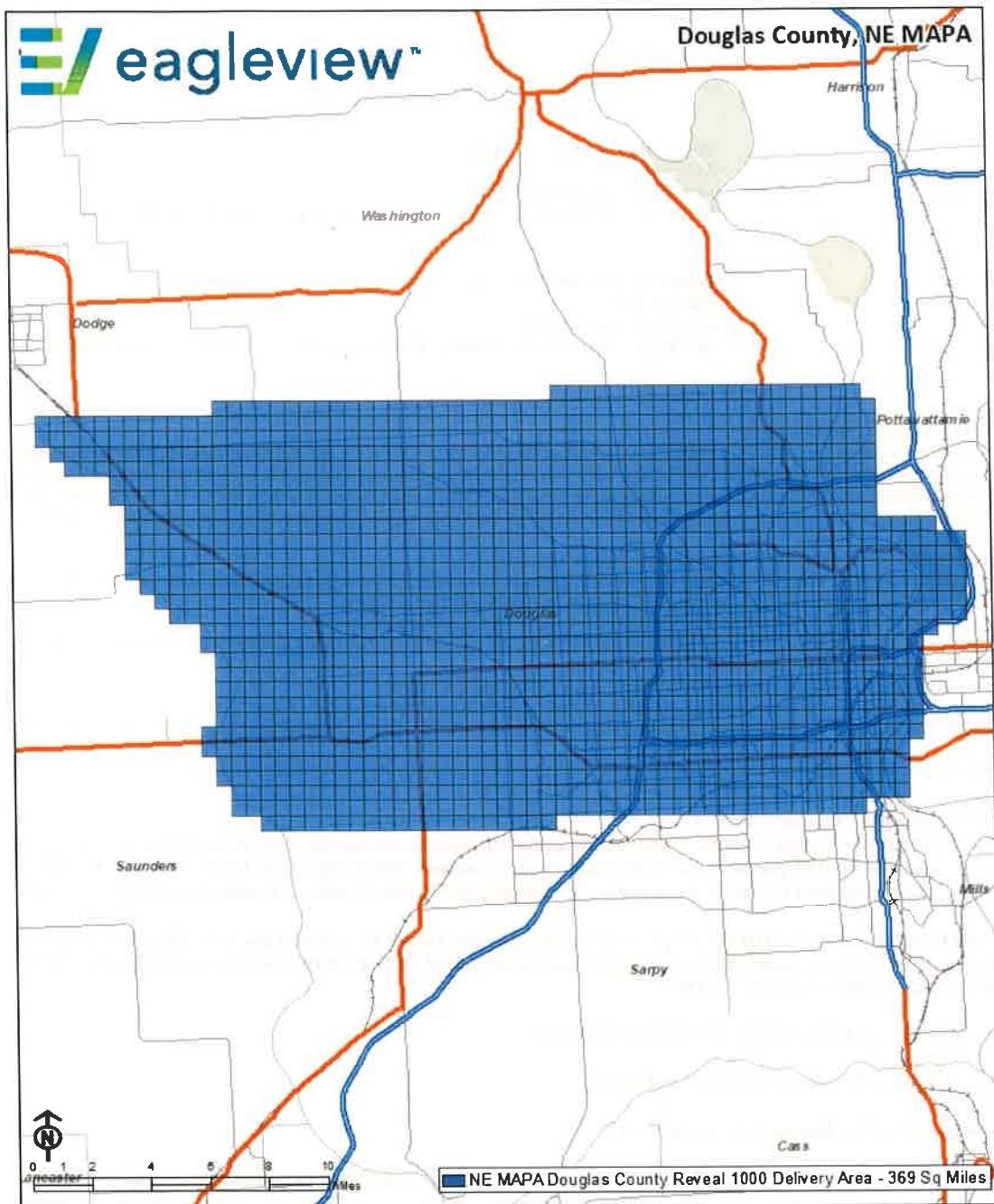
A. Disaster Coverage Imagery at No Additional Charge – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

- ☐ **Hurricane:** areas affected by hurricanes of Category 2 and higher.
- ☐ **Tornado:** areas affected by tornados rated EF4 and higher.
- ☐ **Terrorist:** areas affected by damage from terrorist attack.
- ☐ **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- ☐ **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.

B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.

C. Online Services – Use of Pictometry Connect Explorer™ – Pictometry’s DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

MAP(S)





Washington County, NE

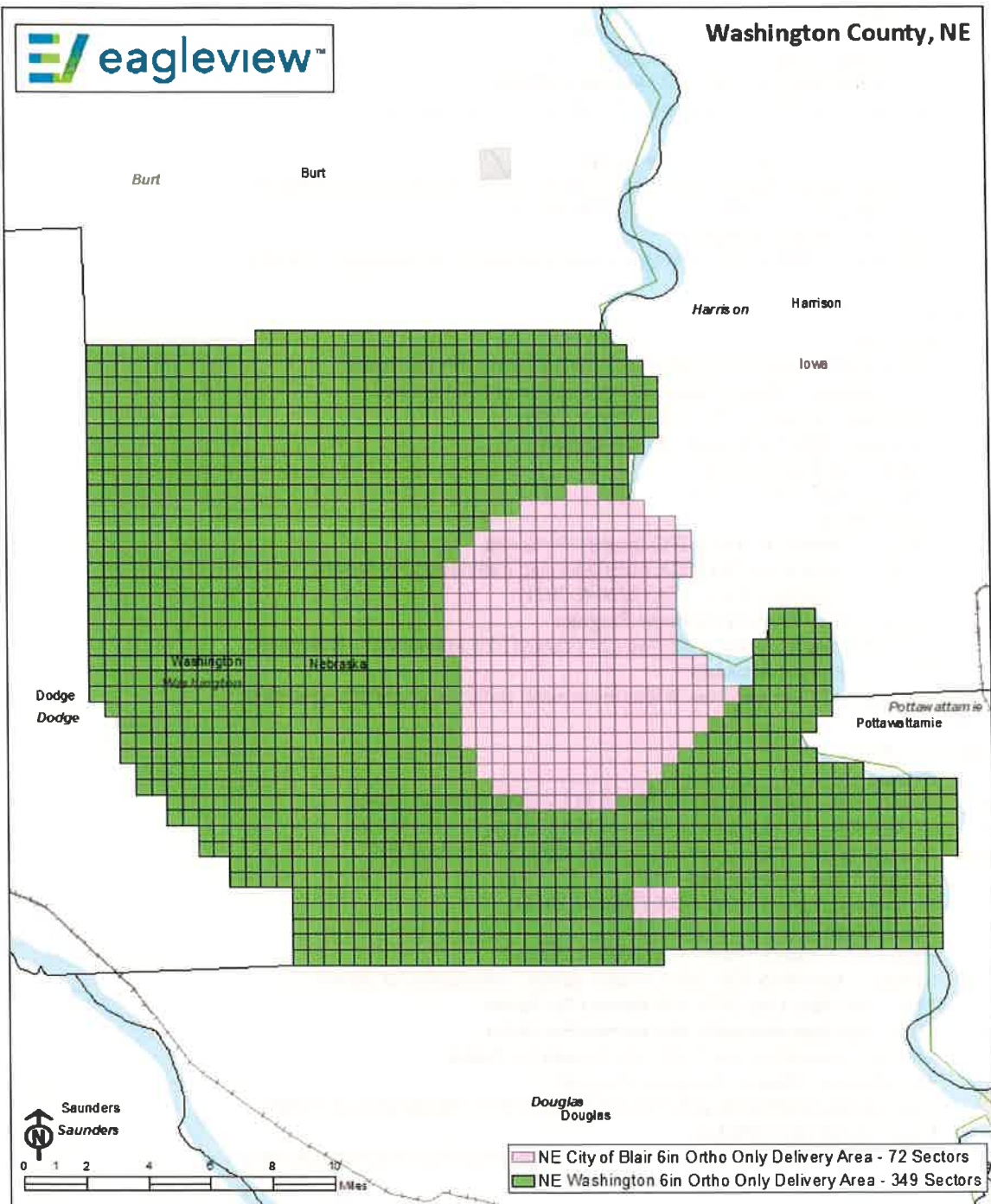


Exhibit 1**SECOND PROJECT:****Douglas County**

Qty	Product
369	IMAGERY - Reveal 1000 - R2 per square mile
2	Pictometry Connect – CA – 100 (2020 & 2021)
369	Tiles – Standard (3in GSD; JPG format) Per Sector
369	Mosaic – Area Wide (3in GSD; MrSID format; individual) Per Sector
1	Media Drive
1	RapidAccess – Disaster Resonse Program
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support
2	Pictometry Connect View – CA (2020 & 2021)
	FGDC Compliant Metadata
	*Delivery of Tiles and Area Wides in customer preferred coordinate system(s)

Lancaster County

Qty	Product
876	IMAGERY – NEIGHBORHOOD – 4 WAY (N5) (3in) Per Sector
110,000	ChangeFinder – Change Detection; Digital Parcel File Provided
1	Pictometry Connect – CA – 100 (2020 & 2021)
1	Building Height Attribution – BETA Project
2	FutureView Adv Training
1	ChangeFinder – Project Fee
1	Media Drive
876	Tiles – Standard (3in GSD; JPG format) Per Sector
876	Mosaic – Area Wide (3in GSD; MrSID format; individual) Per Sector
2	Pictometry Connect View – CA (2020 & 2021)
1	RapidAccess – Disaster Response Program
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support
	FGDC Compliant Metadata
	*Delivery of Tiles and Area Wides in customer preferred coordinate system(s)

Pottawattamie County

Qty	Product
860	IMAGERY – NEIGHBORHOOD – 4 WAY (N5) (6in) Per Sector
148	IMAGERY – NEIGHBORHOOD – 4 WAY (N5) (3in) Per Sector
54,816	ChangeFinder – Change Detection; Digital Parcel File Provided
1	ChangeFinder – Project Fee
2	Pictometry Connect – CA – 100 (2020 & 2021)
1	Media Drive
2	Pictometry Connect View – CA (2020 & 2021)
148	Mosaic – Area Wide (3in GSD; MrSID format; individual) Per Sector
148	Tiles – Standard (3in GSD; JPG format) Per Sector
860	Tiles – Standard (6in GSD; JPG format) Per Sector
860	Mosaic – Area Wide (6in GSD; JPG format) Per Sector
1	RapidAccess – Disaster Response Program
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support
	FGDC Compliant Metadata
	*Delivery of Tiles and Area Wides in customer preferred coordinate system(s)

Sarpy County

Qty	Product
272	IMAGERY – NEIGHBORHOOD – 4 WAY (N5) (3in) Per Sector
2	Pictometry Connect – CA – 100 (2020 & 2021)
1	Media Drive
2	Pictometry Connect View – CA (2020 & 2021)
272	Tiles – Standard (3in GSD; JPG format) Per Sector

- 272 Mosaic – Area Wide (3in GSD; MrSID format; individual) Per Sector
- 1 RapidAccess – Disaster Response Program
- 1 Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support
- FGDC Compliant Metadata
- *Delivery of Tiles and Area Wides in customer preferred coordinate system(s)

Metropolitan Utilities District (MUD)

- 59 IMAGERY-Color Digital Orthophotography-3in GSD-Industry-Standard Delivery Format-per sq mi
- 1 Media Drive
- 1 RapidAccess – Disaster Response Program
- 1 Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support
- FGDC Compliant Metadata
- AT/Survey Report
- *Delivery of Tiles and Area Wides in customer preferred coordinate system(s)

Washington County

- 349 IMAGERY-Color Digital Orthophotography-6in GSD-Industry-Standard Delivery Format-per sq mi
- 1 Media Drive
- 1 RapidAccess – Disaster Response Program
- *Delivery of Tiles and Area Wides in customer preferred coordinate system(s)

City of Blair

- 72 IMAGERY-Color Digital Orthophotography-6in GSD-Industry-Standard Delivery Format-per sq mi
- 1 Media Drive
- 1 RapidAccess – Disaster Response Program
- *Delivery of Tiles and Area Wides in customer preferred coordinate system(s)

MAPA CONTRACT COVER PLATE
(Amendment 1)

CONTRACT IDENTIFICATION

1. Contract Parties: MAPA-Metropolitan Utilities District
2. Project Title: NIROC Aerial Photography Services 19012700701
3. Effective Date: December 12, 2019
4. Completion Date: June 30, 2021

CONTRACT PARTIES

5. Consultant Name and Address: Metropolitan Utilities District
1723 Harney Street
Omaha, NE 68102
6. The Planning Agency: The Omaha-Council Bluffs Metropolitan Area Planning Agency
2222 Cuming Street
Omaha, Nebraska 68102

ACCOUNTING DATA

7. Contract – \$40,000

DATES OF SIGNING AND MAPA BOARD APPROVAL

8. Date of MAPA Finance Committee Approval –
9. Date of Legal Review –

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

This amended agreement made and entered into as of this twelfth day of December, 2019 by and between the Metropolitan Utilities District, 1723 Harney Street, Omaha, NE 68102 (herein called "MUD") and the Omaha-Council Bluffs Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska 68102 (herein called the "Planning Agency"),

WITNESSETH:

WHEREAS, the Planning Agency and the MUD entered into an Agreement dated December 7th, 2017, the terms and conditions of which are incorporated herein, and,

WHEREAS, the parties to that Agreement now desire to amend the contract amount on the Contract Cover Page, Section V and Section VII of the Agreement.

WHEREAS, the parties hereto do mutually agree as follows:

THAT, the "V. FEES, RECORDS, PAYMENT" section on page 2 of said Agreement dated December 7th, 2017 be and is hereby amended to read as follows:

"V. FEES, RECORDS, PAYMENT"

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

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

The Metropolitan Utilities District shall pay MAPA a total amount of \$40,000.00 in NI-ROC funding. Payment will be made in four equal installments of \$10,000.00 on or before June 30, 2018, 2019, 2020, and 2021 or by an accelerated method as mutually agreed upon by both parties. Payment will be made within 30 days of receipt of bill."

THAT, the "VII. DURATION" section on page 2 of said Agreement dated December 7th, 2017 be and is hereby amended to read as follows:

"VII. DURATION"

This Agreement shall remain in full force and effect until such time as the payment schedule in Section V has been fulfilled."

THAT, a new section. "XIII. SEVERABILITY CLAUSE", be and is hereby added into to the Agreement dated December 7th, 2017 to read as follows:

"XIII. SEVERABILITY CLAUSE

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

AND THAT, the Contract amount, on the Contract Cover Page of said Agreement dated February 1, 2019 be and is hereby amended to read as follows:

"Contract – \$40,000"

The parties hereto further agree that except as herein expressly provided the Agreement entered into by the parties on December 7th, 2017 shall be unchanged and remain in full force and effect.

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

METROPOLITAN UTILITIES DISTRICT

Attest: _____ Date _____ By _____ Date: _____

Title

OMAHA-COUNCIL BLUFFS METROPOLITAN
AREA PLANNING AGENCY

Attest: _____ Date _____ By _____ Date: _____

Gregory Youell, Executive Director

CONTRACT COVER PLATE

CONTRACT IDENTIFICATION

1. Contract Number: 20PJUN-01 – Pacific Junction, Iowa
2. Project Number and Title: HSEMD Acquisition Program – Appraisals and Interim Mortgage Assistance
3. Effective Date: August 12, 2019
4. Completion Date: December 22, 2022

CONTRACT PARTIES

5. Omaha-Council Bluffs Metropolitan Area Planning Agency
2222 Cuming Street
Omaha, NE 68102
6. City of Pacific Junction, Iowa
P.O. Box 127
Pacific Junction, Iowa 51561

ACCOUNTING DATA

7. Contract - \$29,390

DATES OF SIGNING AND MAPA BOARD APPROVAL

8. Date of MAPA Board Approval – December 11, 2019
9. Date of City of Pacific Junction Approval – November 18, 2019

**OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY
AMENDED AGREEMENT FOR SERVICE
(HSEMD ACQUISITION PROGRAM – APPRAISALS AND MORTGAGE ASSISTANCE)**

This Contract is hereby made and entered into as of this 12th day of August, 2019 by and between the Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska 68102 (hereinafter referred to as Planning Agency) and the City of Pacific Junction, P.O. Box 127, Pacific Junction, Iowa 51561 (hereinafter referred to as City).

WITNESSETH THAT:

WHEREAS, the City desires to engage the Planning Agency to render certain services, hereinafter described.

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

1. Employment of MAPA. The City hereby agrees to engage Planning Agency and Planning Agency hereby agrees to perform the services hereinafter set forth.
2. Scope of Services. MAPA shall do, perform and carry out in a satisfactory and proper manner all necessary services required to carry out the Contract as set out in the attached Scope of Services. As part of that Scope of Services, required federal contract language has been attached and said language is also to be considered part of this Contract.
3. 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 the City.

4. Time of Performance. The services of Planning Agency shall commence on upon execution of the City and be finished on or before December 15, 2022.
5. Compensation. Payment shall be due upon reimbursement from the State of Iowa and receipt of an invoice for actual work performed. Actual costs include direct labor costs, direct non-labor costs, overhead costs, and mileage. The City agrees to compensate the Planning Agency for professional services rendered in the amount of: 1) Appraisal Assistance on 150 properties not to exceed \$2,640; and 2) Interim Mortgage Assistance of \$535.00 per property not to exceed \$26,750.
 - A. Direct Labor Costs. Direct costs are the earnings that individuals receive for the time they are working directly on the project.

i. Hourly Rates: For hourly employees, the hourly earnings rate shall be their employee's straight time hourly rate for the pay period in which the work was performed. If overtime hours are worked on this project, the premium pay portion of those hours is not allowable as a direct labor cost. For salaried employees, the hourly earnings rate shall be their actual hourly rate as recorded in the Planning Agency's accounting books of record.

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

B. Direct Non-Labor Costs. These costs include all necessary, actual, and allowable costs related to completing the work under the agreement, including but not limited to: meals, lodging, mileage, subject to the limitations outlined below; communication costs; reproduction and printing costs; special equipment and materials required for the project; special insurance premiums if required solely for this agreement; and such other allowable items. Purchases of such items should follow federal funding procurement process. Meal and lodging expenses shall not exceed IRS published per diem rates for the region. Alcoholic beverages are not considered to be an allowable expense and are not reimbursable. A non-labor cost charged as a direct cost cannot be included in the Planning Agency's overhead rate. If for reasons of practicality, the consultant is treating a direct non-labor cost category, in its entirety, as an overhead cost, then costs from that category are not eligible to be billed to this project as a direct expense.

6. Method of Payment. The Planning Agency will request payment for services performed under this Contract upon completion of the project. Final payment of services under this contract shall be made by the City within thirty (30) days following satisfactory completion of the Planning Agency's obligations under this Contract.

7. Records. At any time during the normal business hours and as often as is necessary, each party shall make available to the other party and federal or state agents, the financial and administrative records with respect to all matters covered by this Contract.

All reports, data or other public documents and information necessary to the performance of work under this Contract shall be made available to the Planning Agency.

The Planning Agency shall maintain all financial and administrative records for a period of five (5) years from the date of final payment by the City.

8. 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, the City shall thereupon 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 fourteen (14) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Planning Agency shall, at the option of the

City, become its property, and the Planning Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

9. Termination for Convenience of the City. The City may terminate this Contract at any time by giving written notice to the Planning Agency of such termination and specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph 8 above shall, at the option of the City, become its property. If the contract is terminated by the City as provided herein, the Planning Agency will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Planning Agency covered by this Contract, less payments of compensation previously made. If this Contract is terminated due to the fault of the Planning Agency, Paragraph 8 hereof relative to termination shall apply.
10. Changes. The City 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 the City and the Planning Agency, shall be incorporated in written amendments to this Contract.
11. Interest of Members of the City and Others. No employee of the City and no members of its governing body, and no other public official of the governing body of the locality in which the Project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.
12. Interest of the Planning Agency. The Planning Agency covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Planning Agency further covenants that in the performance of this Contract no person having any such interest shall be employed.
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 Contract.
14. This Contract 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 the City shall have the right to annul this Contract without liability.
16. Severability. Should any provisions of this Contract be deemed unenforceable by a court of law, all of the other provisions shall remain in effect.
17. Entire Agreement. This Contract contains the entire agreement between the Planning Agency and the City for the purpose of providing administrative services related to the City's post-flood acquisition

grant application. There are no other written or oral agreements, understandings, or contracts that shall take precedence over the items contained herein, unless they have been made a part of this Contract per Section 10.

18. Hold Harmless. The City shall hold harmless, waive, and indemnify the Planning Agency against all claims, liabilities, and costs, including reasonable attorney fees, of defending any claim or suit, including those by any third party, arising out of the services provided by the Planning Agency, except to the extent caused by the gross negligence or willful misconduct of the Planning Agency or its employees. In no event shall the Planning Agency be liable to the City for lost revenues of the City, or special or consequential damages, even if the Planning Agency has been advised of the possibility of such damages. The Planning Agency's total liability under this Contract for damages, costs and expenses, regardless of cause, shall not exceed the total amount of fees paid to the Planning Agency by the City under this Contract.

Passed and Approved:

Metropolitan Area Planning Agency

City of Pacific Junction

Date

Date

Executive Director

Andy Young, Mayor

AMENDED SCOPE OF SERVICES
PACIFIC JUNCTION, IOWA
(HSEMD ACQUISITION PROGRAM: ISIF COMPLETION)

The Metropolitan Area Planning Agency (Planning Agency) shall assist in completing certain elements of a Hazard Mitigation Grant Program (HMGP) application being developed by the City in conjunction with the Iowa Homeland Security and Emergency Management Division (HSEMD). In addition, MAPA will provide assistance in the development and implementation of an Interim Mortgage Assistance Program funded through the Iowa Flood Mitigation Board (Agreement No. 2019-FRF-0007). The Scope shall also include the maintenance of required records and documents and other required actions not specifically listed, but requested by the local government, including but not limited to the following activities:

GENERAL CONTRACT ACTIVITIES APPRAISAL SERVICES

- ~~1. Complete the Section 106 historic review process on properties 45 years and older by completing Iowa Site Inventory Forms (ISIFs) identified for acquisition by the City and HSEMD.~~
 - ~~a. Provide photographs and attachments ISIFs submittals to the City and HSEMD.~~
 - ~~b. Respond to comments received by the Iowa State Historic Preservation Office (ISHPO) on ISIFs submitted.~~
 - ~~c. Maintain the ISIFs, photographs, and ISHPO comments according to this agreement.~~
 - ~~2. Consult with Iowa Department of Transportation, Iowa Department of Natural Resources, and U.S. Army Corps of Engineers regarding proposed acquisitions to identify any future land use conflicts and that the demolitions will not affect threatened, endangered or migratory species.~~
1. Assist City prepare request for proposals for USPAP appraisal services, assist in soliciting said proposals, and evaluating submitted proposals upon request of the City.
 2. Coordinate with the City and selected USPAP appraisal firm working on completing property appraisals.
 3. Provide other assistance as necessary in the development of a HMGP application to HSEMD.

INTERIM MORTGAGE ASSISTANCE SERVICES

1. Develop policy and procedures for Interim Mortgage Assistance Program for City approval.
2. Notify property owners regarding the availability of assistance through the Interim Mortgage Assistance Program.
3. Assist property owners with application and required documentation to verify eligibility.
4. Coordinate as necessary with financial institutions to verify outstanding loan balances, loan terms, and principal, interest and escrow payments in arrears.
5. Coordinate with the City on the approval of assistance and payments to financial institutions on behalf of property owners.
6. Maintain financial and program records.

The above scope is intended to be general, but some areas may have more detailed requirements implied, but not listed. The Planning Agency will assist the City with these requirements, unless special requests are made to the Executive Director of the Planning Agency, or governing body of the grantee. The City may request additional assistance from the Planning Agency that is not specifically designated.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to

construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

**RENEWAL OF MEMORANDUM OF UNDERSTANDING
BETWEEN THE OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING
AGENCY AND DOUGLAS COUNTY NEBRASKA
FOR THE COMPLETE COUNTS COMMITTEE**

WHEREAS, the Omaha-Council Bluffs Metropolitan Area Planning Agency (“MAPA”) and Douglas County, Nebraska (“Douglas County”) are parties to a Memorandum of Understanding (“MOU”), which expires December 31, 2019; and,

WHEREAS, pursuant to that MOU, MAPA provides leadership and facilitation for Douglas County’s Complete Counts Committee, which is an effort to educate those who live in Douglas County, outside of the City of Omaha, on the importance of responding to the 2020 United States Census; and,

WHEREAS, that MOU allows for the parties to extend the agreement for an additional year, through December 31, 2020; and,

WHEREAS, the County shall pay to MAPA fifteen thousand dollars (\$15,000), due upon submittal of an invoice to the County, for the services MAPA will provide to Douglas County under this MOU renewal.

NOW, THEREFORE BE IT RESOLVED that the current MOU is hereby renewed for an additional year, through December 31, 2020, at the rate specified herein.

DATED this 10th day of December, 2020.

Omaha-Council Bluffs
Metropolitan Area Planning Agency

ATTEST:

By: _____

BY: _____

DOUGLAS COUNTY, NEBRASKA

ATTEST:

BY: _____
County Board Chair

BY: _____

**RENEWAL OF MEMORANDUM OF UNDERSTANDING
BETWEEN THE OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING
AGENCY AND THE CITY OF OMAHA NEBRASKA
FOR THE COMPLETE COUNTS COMMITTEE**

WHEREAS, the Omaha-Council Bluffs Metropolitan Area Planning Agency (“MAPA”) and The City of Omaha, Nebraska (“the City”) are parties to a Memorandum of Understanding (“MOU”), which expires December 31, 2019; and,

WHEREAS, pursuant to that MOU, MAPA provides leadership and facilitation for the City’s Complete Counts Committee, which is an effort to educate those who live in the City, on the importance of responding to the 2020 United States Census; and,

WHEREAS, that MOU allows for the parties to extend the agreement for an additional year, through December 31, 2020; and,

WHEREAS, the City shall pay to MAPA fifteen thousand dollars (\$15,000), due upon submittal of an invoice to the City, for the services MAPA will provide to the City under this MOU renewal.

NOW, THEREFORE BE IT RESOLVED that the current MOU is hereby renewed for an additional year, through December 31, 2020, at the rate specified herein.

DATED _____.

Omaha-Council Bluffs
Metropolitan Area Planning Agency

ATTEST:

By: _____

BY: _____

THE CITY OF OMAHA, NEBRASKA

ATTEST:

BY: _____
Authorized Official

BY: _____



June 28, 2019

Board of Directors
Executive Director
Metropolitan Area Planning Agency
2222 Cuming Street
Omaha, NE 68102

Attention: Gregory Youell

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of the Metropolitan Area Planning Agency ("MAPA"), which comprise governmental activities, business-type activities, each major fund, and aggregate remaining fund information as of and for the year-ended June 30, 2019 which collectively comprise the basic financial statements. We will also perform the audit of MAPA in order to report on whether required supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

We will also perform the audit of MAPA as of June 30, 2019, so as to satisfy the audit requirements imposed by the Single Audit Act and Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The Responsibilities of the Auditor

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS); "Government Auditing Standards" issued by the Comptroller General of the United States; the provisions of the Single Audit Act, Subpart F of Title 2 U.S. CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*; and the U.S. Office of Management and Budget's (OMB) Compliance Supplement. Those standards, circulars, or supplements require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Our audit approach places a strong emphasis on obtaining an understanding of how MAPA functions. This enables us to identify key audit components and tailor our procedures to the unique aspects of your business. The development of a specific audit plan will begin by performing inquiries of the board of directors and management to obtain an understanding of MAPA's business objectives, strategies, risks, and performance.

We apply the concept of materiality both in planning and performing the audit, evaluating the effect of identified misstatements on the audit, and the effect of uncorrected misstatements, if any, on the financial statements, in forming the opinion in our report on the financial statements, and in determining or reporting in accordance with Government Auditing Standards and other compliance reporting requirements. Our determination of materiality is a matter of professional judgment and is affected by our perception of the financial information needs of users of the financial statements. We establish performance materiality at an amount less than materiality for the financial statements as a whole to allow for the risk of misstatements that may not be detected by the audit. We use performance materiality for purposes of assessing the risks of material misstatement and determining the nature, timing and extent of further audit procedures. Our assessment of materiality throughout the audit will be based on both quantitative and qualitative considerations. Because of the interaction of quantitative and qualitative considerations, misstatements of a relatively small amount could have a material effect on the current financial statements as well as financial statements of future periods. We will accumulate misstatements identified during the audit, other than those that are clearly trivial. At the end of the audit, we will inform the board of directors and management of all individual unrecorded misstatements aggregated by us in connection with our evaluation of our audit test results.

Additionally, the board of directors' insights may assist us in understanding MAPA and its environment, in identifying appropriate sources of audit evidence, and in providing information about specific transactions or events. We will discuss with the board of directors its oversight of the effectiveness of internal control and any areas where the board of directors may request additional procedures to be undertaken.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of abuse is subjective; therefore, Government Auditing Standards do not expect us to provide reasonable assurance of detecting abuse.

In making our risk assessments, we consider internal control relevant to MAPA's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the board of directors (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, (b) any instances of noncompliance with laws and regulations, illegal acts, or abuse that we become aware of during the audit (unless they are clearly inconsequential), (c) any disagreements with management or other serious difficulties encountered in performing the audit, and (d) other matters arising from the audit that are, in our professional judgment, significant and relevant to the board of directors in its oversight of the financial reporting process.

The funds that you have told us are maintained by MAPA and that are to be included as part of our audit is listed here.

- General Fund
- Special Revenue Funds
- Proprietary Fund
- Fiduciary Fund

Our report(s) on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and circulars identified above. Our report(s) on compliance matters will address material errors, fraud, abuse, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts, and any state or federal grant, entitlement, or loan program questioned costs of which we become aware, consistent with requirements of the standards and circulars identified above.

Independence

Our independence policies and procedures are designed to provide reasonable assurance that our Firm and its personnel comply with applicable professional independence standards. Our policies address financial interests, business and family relationships, and non-audit services that may be thought to bear on independence. In addition, our policies restrict certain non-audit services that may be provided by Hamilton Associates, P.C. and require audit clients to accept certain responsibilities in connection with the provision of permitted non-attest services.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that management and when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
- c. For establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;
- d. For (a) making us aware of significant vendor relationships where the vendor is responsible for program compliance, (b) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings, and a corrective action plan, and (c) report distribution including submitting the reporting package(s); and
- e. To provide us with:
 - (1) Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
 - (2) Additional information that we may request from management for the purpose of the audit;
 - (3) Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;
 - (4) When applicable, a summary schedule of prior audit findings for inclusion in the single audit reporting package; and

- (5) If applicable, responses to any findings reported on the schedule of findings and questioned costs.

As part of our audit process, we will request from management and when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit including among other items:

- a. That management has fulfilled its responsibilities as set out in the terms of this letter; and
- b. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for identifying and ensuring that MAPA complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud or abuse, and for informing us about all known or suspected fraud or abuse affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud or abuse could have a material effect on the financial statements or compliance. Management is also responsible for informing us of its knowledge of any allegations of fraud or abuse or suspected fraud or abuse affecting the entity received in communications from employees, former employees, analysts, regulators, or others.

Management is responsible for the preparation of the required supplementary information and supplementary information presented in relation to the financial statements as a whole in accordance with accounting principles generally accepted in the United States of America, Single Audit Act and Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and statutory requirements of the State of Nebraska. Management agrees to include the auditor's report on the RSI and supplementary information in any document that contains the supplementary information and that indicates that the auditor has reported on such RSI and supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

The board of directors is responsible for informing us of its views about the risks of fraud or abuse within the entity, and its knowledge of any fraud or abuse or suspected fraud or abuse affecting the entity. Additionally, we expect that the board of directors will timely communicate with us any matters it considers relevant to the audit. Such matters might include strategic decisions that may significantly affect the nature, timing, and extent of audit procedures, or suspicions or detections of fraud or abuse.

Because Hamilton Associates, P.C. will rely on MAPA and its management and board of directors to discharge the foregoing responsibilities, MAPA holds harmless and releases Hamilton Associates, P.C., its partners, and employees from all claims, liabilities, losses, and costs arising in circumstances where there has been a knowing misrepresentation by a member of MAPA's management which has caused, in any respect, Hamilton Associates, P.C.'s breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

MAPA'S Records and Assistance

If circumstances arise relating to the condition of MAPA's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any

course of action permitted by professional standards, including declining to express an opinion, issue a report, or withdraw from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in MAPA's books and records. MAPA will determine that all such data, if necessary, will be so reflected. Accordingly, MAPA will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by MAPA personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Amanda Morales, Fiscal Officer. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

In connection with our audit, you may request us to perform certain nonaudit services necessary for the preparation of the draft financial statements. The independence standards of the "Government Auditing Standards" issued by the Comptroller General of the United States, GAS, require that the auditor maintain independence so that opinions, findings, conclusions, judgments, and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a nonaudit service to MAPA, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other nonaudit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the nonaudit service to be performed. MAPA has agreed that Amanda Morales, Fiscal Officer possesses suitable skill, knowledge, or experience and that the individual understands any possible services to be performed sufficiently to oversee them. Accordingly, the management of MAPA agrees to the following:

1. MAPA has designated Amanda Morales a senior member of management, who possesses suitable skill, knowledge, and experience to oversee any nonaudit services.
2. Amanda Morales will assume all management responsibilities for subject matter and scope of any possible nonaudit services.
3. MAPA will evaluate the adequacy and results of possible services performed.
4. MAPA accepts responsibility for the results and ultimate use of possible services.

GAS further requires we establish an understanding with the management and those charged with governance of MAPA of the objectives of nonaudit services, the services to be performed, the entity's acceptance of its responsibilities, the auditor's responsibilities, and any limitations of the nonaudit services. We believe this letter documents that understanding.

Other Relevant Information

In accordance with Government Auditing Standards, a copy of our most recent peer review report is enclosed, for your information.

Fees, Costs, and Access to Workpapers

Our fees for the audit and accounting services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Our fees for the services described in this letter will not exceed \$15,330, which includes \$4,000 for drafting the financial statements. Our fee estimate and completion of our work is based upon the following criteria:

- a. Anticipated cooperation from MAPA personnel
- b. Timely responses to our inquiries
- c. Timely completion and delivery of client assistance requests

- d. Timely communication of all significant accounting and financial reporting matters
- e. The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, MAPA agrees it will compensate Hamilton Associates, P.C. for any additional costs incurred as a result of MAPA's employment of a partner or professional employee of Hamilton Associates, P.C.

In the event we are requested or authorized by MAPA or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for MAPA, MAPA will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The documentation for this engagement is the property of Hamilton Associates, P.C. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested documentation will be provided under the supervision of Hamilton Associates, P.C. audit personnel and at a location designated by our Firm.

Claim Resolution

MAPA and Hamilton Associates, P.C. agree that no claim arising out of services rendered pursuant to this agreement shall be filed more than two years after the date of the audit report issued by Hamilton Associates, P.C. or the date of this arrangement letter if no report has been issued. MAPA waives any claim for punitive damages. Hamilton Associates, P.C.'s liability for all claims, damages and costs of MAPA arising from this engagement is limited to the amount of fees paid by MAPA to Hamilton Associates, P.C. for the services rendered under this arrangement letter.

If any term or provision of this Agreement is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

Information Security - Miscellaneous Terms

Hamilton Associates, P.C. is committed to the safe and confidential treatment of MAPA's proprietary information. Hamilton Associates, P.C. is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. MAPA agrees that it will not provide Hamilton Associates, P.C. with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of MAPA's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

Hamilton Associates, P.C. may terminate this relationship immediately in its sole discretion if Hamilton Associates, P.C. determines that continued performance would result in a violation of law, regulatory requirements, applicable professional standards or Hamilton Associates, P.C.'s client acceptance or retention standards, or if MAPA is placed on a verified sanctioned entity list or if any director or executive of, or other person closely associated with, MAPA or its affiliates is placed on a verified sanctioned person list, in each case, including but not limited to lists promulgated by the Office of Foreign Assets

Control of the U.S. Department of the Treasury, the U.S. State Department, the United Nations Security Council, the European Union or any other relevant sanctioning authority.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Reporting

We will issue a written report upon completion of our audit of MAPA's financial statements. Our report will be addressed to the board of directors of MAPA. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In addition to our report on MAPA's financial statements, we will also issue the following types of reports:

- A report on the fairness of the presentation of MAPA's schedule of expenditures of federal awards for the year ending June 30, 2019.
- A report which disclaims an opinion on management's discussion and analysis for the year ending June 30, 2019.
- A report which disclaims an opinion on MAPA's comparison of revenues, expenditures and changes in fund balances – general fund for the year ending June 30, 2019.
- A report on the fairness of the presentation of MAPA's schedule of State of Iowa financial assistance for the year ending June 30, 2019.
- Reports on internal control related to the financial statements, and major programs. These reports will describe the scope of testing of internal control and the results of our tests of internal controls.
- Reports on compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any noncompliance that could have a material effect on the financial statements and any noncompliance that could have a material effect, as defined by Subpart F of Title 2 U.S. CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, on each major program.
- A schedule of findings and questioned costs.

This letter constitutes the complete and exclusive statement of agreement between Hamilton Associates, P.C. and MAPA, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

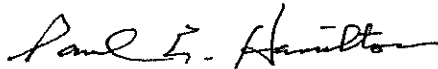
Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature of a party to this agreement or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities or (iv) a digital signature. This agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts,"

of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Hamilton Associates, P.C.

A handwritten signature in black ink, appearing to read "Paul E. Hamilton". The signature is fluid and cursive, with the first name "Paul" and last name "Hamilton" clearly distinguishable.

Paul Hamilton, CPA

Confirmed on behalf of Metropolitan Area Planning Agency:

Board Member

Executive Director

7.6 REGIONALLY SIGNIFICANT TRANSPORTATION INVESTMENTS

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

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

7.5.1— REGIONALLY SIGNIFICANT ROADWAY & TRAIL INVESTMENTS

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

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

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

TABLE 7.8
SUMMARY OF REGIONALLY SIGNIFICANT ROADWAY & TRAIL PROJECTS

	2016-2025 Short-Term	2026-2030	2031-2035	2036-2040	Total
Iowa	\$587,720	\$37,320	\$59,884	\$35,153	\$720,074
Nebraska	\$598,162	\$151,710	\$147,222	\$148,488	\$1,045,582
Total	\$1,185,882	\$189,030	\$207,106	\$183,641	\$1,765,656

(Figures in \$1,000s)

Nebraska Short-Term Projects | FY 2016-2025

TIP ID	Lead Agency	Project Name	Improvement Location	Project Cost (FY2016-2025)	Total Project Cost
2015-048	Bellevue	36th Street Phase N-370 - Sheridan	36th St - N-370 to Sheridan	\$16,707,000	\$16,707,000
2015-050	Bellevue	36th Street Phase II	Sheridan to Platteview Rd	\$9,911,130	\$9,911,130
2015-046	Bennington	156th Street	Bennington	\$2,208,750	\$2,929,446
2015-039	Douglas	180th Street (Phase 1)	HWS Cleveland Blvd to Blondo St and Blondo St .25 mile East and West to 180th St	\$28,520,000	\$31,185,000
2016-037	La Vista	Applewood Creek Trail	From Giles Road north along Applewood Creek between Giles and Harrison	\$163,000	\$1,830,500
2016-038	MAPA	Heartland B-Cycle Expansion	Various locations throughout the City of Omaha	\$1,162,909	\$1,162,909
2015-021	Metro	Metro Rolling Stock	Metro Transit service area	\$3,052,500	\$4,466,250
2015-139	Metro	Bus Rapid Transit	Along Dodge/Farnham corridor, from Westroads Mall	\$2,232,500	\$36,012,500
2015-005	NDOT	I-680/US-6 Interchange DMS	Along I-680/US-6 in Omaha. Begin R.P. – 2.29	\$712,000	\$760,000
2015-006	NDOT	N-370: US-75 West, Bellevue	N-370 sections from 1.6 mi east of 72nd Street east 3.15 mi	\$5,474,000	\$5,670,000
2015-008	NDOT	I-80/680 'Q'-'L' CD Rds, Omaha (WB)	WB I-80 CD roads and ramps in the I-80/I-680 interchange area in Omaha. Begin R.P. – 444.23	\$4,197,000	\$4,237,000
2015-015	NDOT	US-75: Plattsmouth - Bellevue, North of Platte River	US-75 from Platte River bridge, north 3.1 miles. Begin R.P. – 76.30	\$32,016,000	\$32,016,000
2015-023	NDOT	I-80: 24th Street - 13th Street	I-80 from 24th Street to 10th Street. Begin R.P. – 453.37	\$13,446,000	\$13,446,000
2015-024	NDOT	Platte River Bridges East of Yutan	On Highway N-92, two bridges over the Platte River 1.5 and 1.8 miles east of Yutan. Begin R.P. – 462.56	\$947,000	\$962,000
2015-025	NDOT	Schramm Park South	N-31, 4.2 miles south of Schramm Park Recreational Area. Begin R.P. – 4.18	\$1,870,000	\$1,925,000
2015-026	NDOT	Giles Road Interchange Ramps	I-80 ramps at Giles Road interchange. Begin R.P – 442.0	\$2,483,000	\$2,541,000
2015-027	NDOT	Jct N-31/N-36 Intersection Improvements	Junction of Highways N-31 and N-36. Begin R.P. – 30.93	\$2,092,000	\$2,092,000
2015-028	NDOT	Elkhorn River West	On N-36 from Old Highway 275/Reicmuth Road, east to just west of the Elkhorn River	\$5,234,000	\$5,234,000
2015-029	NDOT	N-64 at SE Jct US-275 - Omaha	N-64 (W Maple Road) at junction of US-275 east to Ramblewood Drive/Elkhorn Drive. Begin R.P. – 59.21	\$3,250,000	\$3,360,000
2015-034	NDOT	N-92: Platte River East Structures	Nebraska Highway 92 (W Center Road) at the Platte River. Begin R.P. – 463.30	\$715,000	\$740,000
2015-036	NDOT	EB I-80 at I-680	EB I-80 at interchange with I-680. Begin R.P. – 445.74	\$1,342,000	\$1,342,000
2015-037	NDOT	Ralston Viaduct	N-85/BNSF viaduct in Ralston. Begin R.P. – 4.02	\$10,125,000	\$10,505,000
2015-068	NDOT	N-133: Thomas Creek Bridge North (SB)	On southbound lanes of N-133 from just north of Thomas Creek crossing, north 0.12 miles. Begin R.P. – 5.94	\$532,000	\$534,000
2016-001	NDOT	I-480: Bancroft - Dewey	On I-480, from 0.1 miles north of I-80/US-75, north to miles south of Harney Street. Begin R.P. – 0.50	\$6,692,000	\$6,700,000
2016-002	NDOT	N-31: Schramm Park - US-6	On N-31 from near Schramm Park entrance to south junction with US-6	\$5,088,000	\$5,088,000
2016-003	NDOT	US-275: Waterloo Viaduct	On US-275 from Valley to viaduct at Waterloo. Begin R.P. – 165.74	\$7,570,000	\$7,570,000
2016-004	NDOT	US-275: West Papillion Creek Bridge West	On US-275 from 1.6 mile east of the west limits of Omaha to east of West Papillion Creek bridge. Begin R.P. – 176.33	\$1,556,000	\$1,556,000
2016-005	NDOT	I-680: Fort Street to Missouri River	On I-680 from near Fort Street northeast to Missouri River Bridge. Begin R.P. – 6.04	\$155,000	\$155,000
2016-006	NDOT	I-80/I-480 Bridges	I-80 bridges at I-480 Interchange. Begin R.P. – 451.00	\$4,800,000	\$4,800,000
2016-007	NDOT	I-80/I-480/US-75 Interchange	I-80 and I-480 bridges at I-80/I-480/US-75 Interchange. Begin R.P. – 452.98	\$12,970,000	\$12,970,000
2016-008	NDOT	I-480: 20th Street - Missouri River Bridges (EB)	On eastbound I-480 (including ramps) from 20th Street to the Missouri River. Begin R.P. – 2.95	\$8,600,000	\$8,600,000
2016-009	NDOT	I-480: 20th Street - Missouri River Bridges (WB)	On westbound I-480 (including ramps) from 20th Street to the Missouri River. Begin R.P. – 2.95	\$9,350,000	\$9,350,000
2016-010	NDOT	N-31 Bridges North of N-36	On N-31, approximately 0.7 miles and 5.2 miles north of N-36. Begin R.P. – 31.75	\$2,271,000	\$2,271,000
2016-011	NDOT	US-75: J Street & Gilmore Ave Bridge (SB)	Viaduct on US-75 at Gilmore/Union Pacific Rail Road and bridge at J Street. Begin R.P. – 85.80	\$2,619,000	\$2,619,000
2016-012	NDOT	US-75: Off Ramp to N-64 (NB)	On northbound US-75 off-ramp to N-64 (Cuming Street). Begin R.P. – 91.09	\$258,000	\$258,000
2016-013	NDOT	US-75: Big Papillion Creek, Bellevue	On US-75 over Big Papillion Creek, approximately 0.3 miles south of Bellevue. Being R.P. – 80.03	\$250,000	\$250,000
2016-014	NDOT	District 2 CCTV Cameras	On I-680, at three (3) locations in the Omaha area. Begin R.P. – 9.94	\$131,000	\$136,000
2016-015	NDOT	US-75 Fiber-Optic	Along US-75 from Fort Crook Road to south Junction with I-480	\$755,000	\$759,000
2016-016	NDOT	US-6 Fiber-Optic	Along US-6 from N-31 to Westroads Mall Road in Omah	\$922,000	\$922,000
2016-017	NDOT	I-80/I-480/I-680 Barriers, Omaha	Along I-80, I-480, and I-680 bridge locations in Omaha	\$864,000	\$864,000
2016-018	NDOT	I-80, N-31, N-370, & N-50 Ramps	I-80 interchange ramps at N-31, N-370, and N-50	\$710,000	\$710,000
2016-019	NDOT	US-275: 25th Street - 23rd Street	On US-275 from 1/2 block west of 25th Street to 1/2 block east of 23rd Street. Begin R.P. – 189.14	\$1,668,000	\$1,668,000
2016-020	NDOT	I-680: Mormon Bridge Painting	On I-680 at Mormon Bridge over Missouri River. Begin R.P. – 13.43	\$12,412,000	\$12,412,000
2016-021	NDOT	I-680: Mormon Bridge Deck Overlay	On I-680 at Mormon Bridge over Missouri River. Begin R.P. – 13.43	\$1,610,000	\$1,610,000
2016-022	NDOT	US-75 Bridge Approaches, Bellevue	US-75 bridges approaches from approximately 0.3 miles south Bellevue, north to Chandler Road. Begin R.P. – 80.03	\$1,643,000	\$1,643,000
2016-023	NDOT	24th Street Interstate Bridge	On 24th Street over I-80. Begin R.P. – 453.37	\$460,000	\$460,000
2016-024	NDOT	N-31: Elkhorn Viaduct	On N-31, viaduct over Park/Papio/Union Pacific Railroad approximately 0.7 miles south of N-64. Begin R.P. – 24.40	\$4,500,000	\$4,500,000
2016-025	NDOT	I-680: West Center Road Bridge	On I-680 at West Center Road. Begin R.P. – 0.83	\$1,520,000	\$1,520,000
2016-026	NDOT	I-80: I-480 to 24th Street	On I-80 from I-480 to 24th Street. Begin R.P. – 453.01	\$6,762,000	\$6,762,000
2016-027	NDOT	N-370: I-80 to Bellevue	On N-370 from I-80 to NB US-75 ramp terminal in Bellevue. Begin R.P. – 4.19	\$500,000	\$500,000
2016-028	NDOT	District 2 I-80 Fiber-Optic	Along I-80 from near Mahoney interchange east to the Iowa State line. Begin R.P. – 426.90	\$2,426,000	\$2,426,000
2016-029	NDOT	District 2 I-680 Fiber-Optic	Along I-680 in Omaha	\$1,300,000	\$1,300,000
2016-030	NDOT	District 2 I-480 Fiber-Optic	Along I-480 in Omaha	\$467,000	\$467,000
2016-031	NDOT	US-75: Dynamic Message Signs, Omaha	Along northbound and southbound US-75 from approximately J Street to west of F Street in Omaha. Begin R.P. – 87.33	\$688,000	\$688,000
2016-032	NDOT	District 2 DMS	Along I-80, US-75, and US-34 in District 2. Begin R.P. – 428.92	\$2,065,000	\$2,065,000
2016-033	NDOT	District 2 CCTV Camera Towers	At eleven locations along I-80, I-680, US-75, US-34, and N-370 in District 2	\$485,000	\$485,000
2017-030	NDOT	US-6 Bridges at I-680	Bridge repair and overlay	\$4,500,000	\$4,500,000
2017-002	NDOT	N-36 Resurfacing	N-133 East	\$4,142,000	\$4,142,000
2017-003	NDOT	N-50 Concrete Repair	N-370 - Omaha	\$8,303,000	\$8,303,000
2017-005	NDOT	I-80/480/US-75 Br Painting	I-80/480/US-75 Br	\$6,343,000	\$6,343,000

Nebraska Short-Term Projects | FY 2016-2025

TIP ID	Lead Agency	Project Name	Improvement Location	Project Cost (FY2016-2025)	Total Project Cost
2017-008	NDOT	N-64 Concrete Repair	W Maple Rd, Military - Cuming	\$3,684,000	\$3,684,000
2017-029	NDOT	I-680: I-80 to Fort Street	I-80 - Fort St	\$2,576,000	\$2,576,000
2018-002	NDOT	West Maple Rd	156th - 108th	\$13,273,000	\$13,273,000
2018-003	NDOT	N-64 (West Maple Road)	Ramblewood to 156th St in Omaha	\$9,658,000	\$9,658,000
2018-006	NDOT	N-370/150th St	N-370/ 150th St intersection, and south on 150th St to Shepard St in Sarpy Co	\$1,290,000	\$1,290,000
2018-007	NDOT	N-370 66th - 60th St Intersections	At the intersections with 66th and 60th Streets near Papillion	\$648,000	\$648,000
2018-012	NDOT	Military Ave Rehabilitation	Military Ave, Fort St - 90th St	\$2,273,000	\$2,273,000
2018-031	NDOT	Waterloo Viaduct Surfacing	Waterloo Viaduct	\$2,226,000	\$2,226,000
2019-001	NDOT	I-80 Rehabilitation	N-66 - N-50	\$1,213,000	\$1,213,000
2019-004	NDOT	W Branch Papillion Creek Bridge Repair	W Branch Papillion Creek Bridge	\$1,256,000	\$1,256,000
2019-006	NDOT	Omaha FY-2019 Municipal Resurfacing	In Omaha	\$400,000	\$400,000
2019-007	NDOT	Omaha FY-2020 Municipal Resurfacing	In Omaha	\$400,000	\$400,000
2019-012	NDOT	N-85 Resurfacing	Giles Rd - Harrison St, La Vista	\$1,043,000	\$1,043,000
2019-013	NDOT	I-80 Repair	13th St - Iowa Line	\$166,000	\$166,000
2019-014	NDOT	N-50/Platteview Road Intersection	N-50/Platteview Rd, Springfield	\$879,000	\$879,000
2019-015	NDOT	I-480 Bridges Repair	I-480 Bridges In Omaha	\$358,000	\$358,000
2019-016	NDOT	I-480 Creighton Area Bridges Repair	I-480 Creighton Area Bridges	\$2,146,000	\$2,146,000
2019-017	NDOT	US-75 Creighton Area Bridges Repair	US-75 Creighton Area Bridges	\$4,262,000	\$4,262,000
2019-019	NDOT	US-6/150th St Bridge Lengthening	US-6/150th St Bridge	\$312,000	\$312,000
2019-020	NDOT	N-370 Fiber Optics & Warning Beacons	N-370 - Douglas County Line	\$344,000	\$344,000
2015-001	Omaha	North Downtown Riverfront Pedestrian Bridge	10th and Fahey Drive	\$5,848,500	\$6,558,500
2015-013	Omaha	Omaha Signal Infrastructure - Phases A & B	Various Locations Throughout City	\$8,562,970	\$8,562,970
2015-016	Omaha	Omaha ATMS Central System Software	Citywide	\$655,000	\$1,573,750
2015-017	Omaha	Omaha Signal Network - System Management	Various locations throughout the City of Omaha	\$500,000	\$500,000
2015-040	Omaha	156th Street Phase Two	Pepperwood Dr. to Corby St.	\$27,391,990	\$28,634,550
2015-044	Omaha	Q Street Bridge	Q St. between 26th St. and 27th St.	\$15,408,750	\$16,870,750
2015-051	Omaha	108th Street	Madison St to Q Street	\$9,240,940	\$9,655,940
2015-052	Omaha	168th Street	West Center Rd to Poppleton	\$15,000,000	\$15,000,000
2015-053	Omaha	114th Street	Burke to Pacific St	\$4,583,750	\$5,556,250
2015-054	Omaha	168th Street	West Center Rd to Q Street	\$15,764,050	\$15,764,050
2015-065	Omaha	24th Street Road Diet	From L Street to Leavenworth Street.	\$3,395,000	\$3,395,000
2015-132	Omaha	132nd at West Center Road Safety Project	132nd Street from Kingswood to Arbor Plaza and West Center Road from 133rd Plaza to 130th Ave	\$2,001,000	\$2,313,500
2015-157	Omaha	Omaha Signal Infrastructure - Phase B	Various Locations Throughout City	\$0	\$0
2015-158	Omaha	Omaha Signal Infrastructure - Phase C	Various Locations Throughout City	\$0	\$0
2015-159	Omaha	Omaha Signal Infrastructure - Phase D	Various Locations Throughout City	\$1,448,750	\$1,448,750
2016-045	Omaha	Omaha Resurfacing Program	Various locations throughout the City of Omaha	\$12,000,000	\$12,000,000
2015-010	Papillion	Schram Road 84th Street to 90th Street	Schram Road 84th Street to 90th Street	\$437,500	\$5,522,500
2015-041	PMRNRD	Western Douglas County Trail Phase 2	City of Valley to Village of Waterloo	\$2,224,910	\$2,543,228
2015-042	PMRNRD	Western Douglas County Trail Phase 1	City of Valley to Twin Rivers YMCA	\$3,224,655	\$3,586,055
2015-058	Sarpy	132nd and Giles	132nd and Giles Road	\$2,585,000	\$3,057,713
2015-062	Sarpy	66th and Giles	Harrison St. to 400ft. South of Giles Road and Giles Road from 69th St. to 66th St.	\$1,233,750	\$11,761,250
2015-138	Valley	Valley D.C. Safe Routes to School	Portion of Meigs Street in Valley, NE	\$225,000	\$270,000
N/A	Douglas County	180th St. Phase II	Blondo St to Maple St	\$9,852,000	\$11,331,250
N/A	Douglas County	Q St	192nd St to N-31	\$7,251,234	\$7,251,234
N/A	NDOT	I-680	I-680 / US-6 Bridges	\$3,700,000	\$3,700,000
N/A	Omaha	Citywide Resurfacing	Various Locations throughout City of Omaha	\$6,227,000	\$6,227,000
N/A	Omaha	Citywide Resurfacing	Various Locations throughout City of Omaha	\$3,313,000	\$3,313,000
2015-055	Omaha	120th Street	Stonegate Dr to Fort St	\$24,770,250	\$24,770,250
N/A	Omaha	180th St	West Dodge Road to HWS Cleveland Blvd	\$3,641,400	\$3,641,400
N/A	Omaha	Industrial Road	132nd St to 144th St	\$11,803,338	\$11,803,338
N/A	Papillion	Schram Rd	84th St to 90th St	\$5,556,517	\$5,556,517
N/A	Sarpy County	66th Street	66th & Giles Intersection	\$8,422,000	\$12,076,250
N/A	Sarpy County	New I-80 Interchange	At 180th Street	\$36,414,000	\$36,414,000
N/A	Sarpy County	Harrison St	168th - 156th St	\$13,684,381	\$13,684,381
N/A	Sarpy County	Platteview Rd	36th - 27th St	\$7,640,429	\$7,640,429
Total				\$598,161,853	\$667,331,540

7.7 FISCAL CONSTRAINT OVERVIEW FOR ROADWAY & TRAIL PROJECTS

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

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

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

	Short-Term 2016-2025	Medium Term 2026-2030	Long Term		Total
			2031-2035	2036-2040	
Iowa Federal-Aid	\$521,243	\$36,861	\$18,830	\$19,207	\$596,141
Nebraska Federal-Aid	\$350,598	\$126,811	\$130,614	\$134,533	\$722,472
Sub-Total	\$871,841	\$163,672	\$149,444	\$153,740	\$1,318,613
Iowa Match	\$81,364	\$7,464	\$23,423	\$15,946	\$128,197
Nebraska Match	\$260,727	\$28,759	\$16,608	\$13,955	\$320,049
Sub-Total	\$342,091	\$36,223	\$40,031	\$29,901	\$448,246
Iowa Total	\$602,607	\$44,325	\$59,884	\$35,153	\$741,969
Nebraska Total	\$611,325	\$157,153	\$147,222	\$148,488	\$1,064,188
Total Revenues	\$1,213,932	\$201,478	\$207,106	\$183,641	\$1,806,157

	Short-Term 2016-2025	Medium Term 2026-2030	Long Term		Total
			2031-2035	2036-2040	
Federal-Aid - IA	\$587,717	\$37,320	\$59,884	\$35,153	\$720,074
Federal-Aid - NE	\$598,162	\$151,710	\$147,222	\$148,488	\$1,045,582
Sub Total	\$1,185,879	\$189,030	\$207,106	\$183,641	\$1,765,656

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

FY2020-2025 Amendment 3 - Proposed

Effective Date 12/12/2019

ONEDOT STIP Approval Date

Revisions

Lead Agency	Project Name	Description	Date Added
Document Revision			
		FTA Section 5310 operations projects are re-categorized as 3rd Party Contracted Services, changing their Project Type from Transit Operations to Transit Capital.	12/05/2019
Project Added - New			
Omaha Airport Authority	Terminal Access Road	\$15,000,000 of FAA AIP funding is programmed in FY2020 for UTIL-CON-CE	11/27/2019
Omaha Airport Authority	Terminal Modernization Program	\$300,000,000 of FAA AIP funding is programmed in FY2021 for UTIL-CON-CE	11/27/2019
Project Removed from TIP			
Omaha Airport Authority	Airfield Lighting	project removed from TIP	11/27/2019
Omaha Airport Authority	Airfield Security Projects	project removed from TIP	11/27/2019

FY2020-2025 Amendment 4 - Proposed

Effective Date 01/13/2020

ONEDOT STIP Approval Date

Revisions

Lead Agency	Project Name	Description	Date Added
Funding Increase			
Omaha	120th Street	the FY2023 UTIL-CON-CE phase is removed from the TIP. \$16,960,000 of DPS funding is programmed in FY2020 for UTIL-CON-CE	12/05/2019

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

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

WITNESSETH:

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

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

NOW, THEREFORE, the parties do agree that:

I.
PURPOSE

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

II.
STEERING COMMITTEE

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

III.
SCOPE OF SERVICES

The scope of services to be performed or procured pursuant to this Agreement shall include obtaining aerial photography for portions of Douglas, Lancaster, Sarpy and Washington Counties in Nebraska and Pottawattamie County in Iowa. The Contractor will produce digital orthophotos, oblique imaging and other digital mapping products, as further specified in the Contract between MAPA and Pictometry, Inc., within the mapping area. Specific deliverables to the City of Blair shall include: 6 inch Ortho Viz Grade orthophoto tiles (countywide) and 6 inch color orthophoto mosaic (MrSID) developed from the 2020 flight.

IV. METHODS AND PROCEDURE

The work program developed by the Steering Committee shall be performed by Pictometry, Inc., who is recognized to have expertise in the field of this endeavor. MAPA shall enter into a contract with Pictometry, Inc. for completion of the contemplated work and consistent with the terms of this Agreement. MAPA's contract with Pictometry, Inc. will be reviewed and revised after MAPA and the NI-ROC members have executed respective Agreements. After completion of the Project by Pictometry, Inc. each party to this Agreement shall receive a copy of the Digital Mapping Products which may be used for whatever purpose they desire.

V. FEES, RECORDS, PAYMENT

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

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

City of Blair shall pay MAPA a total amount of \$4,320.00 in NI-ROC funding. Payments will be made in two equal annual installments of \$2,160.00 on or before July 1 of each of the years 2020 and 2021, or by an accelerated method as mutually agreed upon by both parties. Payment will be made within 30 days of receipt of bill.

VI. ADMINISTRATION

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

VII. DURATION

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

VIII. NON-DISCRIMINATION

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

IX.
APPLICABLE LAW

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

X.
STRICT COMPLIANCE

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

XI.
MERGER

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

XII.
MODIFICATION

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

XIII.
SEVERABILITY CLAUSE

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

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

OMAHA-COUNCIL BLUFFS
METROPOLITAN AREA PLANNING AGENCY

ATTEST:

BY: _____
Date

BY: _____
Date

PRINT NAME _____

PRINT NAME _____

CITY OF BLAIR

ATTEST:

BY: _____
Date

BY: _____
Date

Position _____

PRINT NAME _____

PRINT NAME _____

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

THIS AGREEMENT made and entered into this ____ day of _____, 2019 by and between the Omaha-Council Bluffs Metropolitan Area Planning Agency (hereinafter called MAPA), and Omaha Airport Authority.

WITNESSETH:

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

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

NOW, THEREFORE, the parties do agree that:

I.
PURPOSE

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

II.
STEERING COMMITTEE

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

III.
SCOPE OF SERVICES

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

IV. METHODS AND PROCEDURE

The work program developed by the Steering Committee shall be performed by Pictometry, Inc., who is recognized to have expertise in the field of this endeavor. MAPA shall enter into a contract with Pictometry, Inc. for completion of the contemplated work and consistent with the terms of this Agreement. MAPA's contract with Pictometry, Inc. will be reviewed and revised after MAPA and the NI-ROC members have executed respective Agreements. After completion of the Project by Pictometry, Inc. each party to this Agreement shall receive a copy of the Digital Mapping Products which may be used for whatever purpose they desire.

V. FEES, RECORDS, PAYMENT

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

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

Omaha Airport Authority shall pay MAPA a total amount of \$15,000.00 in NI-ROC funding. Payments will be made in two equal annual installments of \$7,500.00 on or before July 1 of each of the years 2020 and 2021, or by an accelerated method as mutually agreed upon by both parties. Payment will be made within 30 days of receipt of bill.

VI. ADMINISTRATION

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

VII. DURATION

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

VIII. NON-DISCRIMINATION

The parties to this Agreement shall not, in the performance of this Agreement discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, disability, political or religious opinions, affiliations or national origin. During the performance of this Agreement, MAPA, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- (b) 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation – Effectuation of Title VI of The Civil Rights Act of 1964);

- (c) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- (f) Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- (g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients, MAPA, whether such programs or activities are Federally funded or not);
- (h) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 to 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- (i) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- (k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Contractor must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- (l) Title IX of the Education Amendments of 1972, as amended, which prohibits Contractor from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq.).

Fair Employment Practices The Contractor further agrees to pay all laborers and mechanics for labor that shall be performed, to pay for materials and equipment rental which is actually used or rented in performing the contract, to pay to the Unemployment Compensation Fund of the State of Nebraska the unemployment contributions and interest due under provisions of Nebraska Law (§§48 601 to §§48 669) on wages paid to individuals employed, and to comply with the conditions regarding Fair Employment practices, as contained in the Nebraska Statutes (§§48 1101 through §§48 1125), and to comply with the Minimum Wage Scale and Nondiscrimination on Basis of Sex, as contained in the Nebraska Statutes (§§48 1201 through §§48 1227), in the performance of this contract.

IX. APPLICABLE LAW

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

X. STRICT COMPLIANCE

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

XI.
MERGER

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

XII.
MODIFICATION

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

XIII.
SEVERABILITY CLAUSE

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

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

OMAHA-COUNCIL BLUFFS
METROPOLITAN AREA PLANNING AGENCY

ATTEST:

BY: _____
Date

BY: _____
Date

PRINT NAME _____

PRINT NAME _____

OMAHA AIRPORT AUTHORITY

ATTEST:

BY: _____
Date

BY: _____
Date

Position _____

PRINT NAME _____

PRINT NAME _____

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

THIS AGREEMENT made and entered into this ____ day of _____, 2019 by and between the Omaha-Council Bluffs Metropolitan Area Planning Agency (hereinafter called MAPA), and the Omaha Public Power District.

WITNESSETH:

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

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

NOW, THEREFORE, the parties do agree that:

I.
PURPOSE

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

II.
STEERING COMMITTEE

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

III.
SCOPE OF SERVICES

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

IV. METHODS AND PROCEDURE

The work program developed by the Steering Committee shall be performed by Pictometry, Inc., who is recognized to have expertise in the field of this endeavor. MAPA shall enter into a contract with Pictometry, Inc. for completion of the contemplated work and consistent with the terms of this Agreement. MAPA's contract with Pictometry, Inc. will be reviewed and revised after MAPA and the NI-ROC members have executed respective Agreements. After completion of the Project by Pictometry, Inc. each party to this Agreement shall receive a copy of the Digital Mapping Products which may be used for whatever purpose they desire.

V. FEES, RECORDS, PAYMENT

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

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

The Omaha Public Power District shall pay MAPA a total amount of \$50,000.00 in NI-ROC funding. Payments will be made in two equal annual installments of \$25,000.00 on or before July 1 of each of the years 2020 and 2021, or by an accelerated method as mutually agreed upon by both parties. Payment will be made within 30 days of receipt of bill.

VI. ADMINISTRATION

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

VII. DURATION

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

VIII. NON-DISCRIMINATION

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

IX.
APPLICABLE LAW

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

X.
STRICT COMPLIANCE

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

XI.
MERGER

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

XII.
MODIFICATION

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

XIII.
SEVERABILITY CLAUSE

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

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

OMAHA-COUNCIL BLUFFS
METROPOLITAN AREA PLANNING AGENCY

ATTEST:

BY: _____
Date

BY: _____
Date

PRINT NAME _____

PRINT NAME _____

OMAHA PUBLIC POWER DISTRICT

ATTEST:

BY: _____
Date

BY: _____
Date

Position _____

PRINT NAME _____

PRINT NAME _____

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

THIS AGREEMENT made and entered into this ____ day of _____, 2019 by and between the Omaha-Council Bluffs Metropolitan Area Planning Agency (hereinafter called MAPA), and Papio-Missouri River Natural Resources District (PMNRD).

WITNESSETH:

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

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

NOW, THEREFORE, the parties do agree that:

I.
PURPOSE

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

II.
STEERING COMMITTEE

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

III.
SCOPE OF SERVICES

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

IV. METHODS AND PROCEDURE

The work program developed by the Steering Committee shall be performed by Pictometry, Inc., who is recognized to have expertise in the field of this endeavor. MAPA shall enter into a contract with Pictometry, Inc. for completion of the contemplated work and consistent with the terms of this Agreement. MAPA's contract with Pictometry, Inc. will be reviewed and revised after MAPA and the NI-ROC members have executed respective Agreements. After completion of the Project by Pictometry, Inc. each party to this Agreement shall receive a copy of the Digital Mapping Products which may be used for whatever purpose they desire.

V. FEES, RECORDS, PAYMENT

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

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

PMNRD shall pay MAPA a total amount of \$50,000.00 in NI-ROC funding. Payments will be made in two equal annual installments of \$25,000.00 on or before July 1 of each of the years 2020 and 2021, or by an accelerated method as mutually agreed upon by both parties. Payment will be made within 30 days of receipt of bill.

VI. ADMINISTRATION

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

VII. DURATION

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

VIII. NON-DISCRIMINATION

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

IX.
APPLICABLE LAW

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

X.
STRICT COMPLIANCE

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

XI.
MERGER

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

XII.
MODIFICATION

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

XIII.
SEVERABILITY CLAUSE

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

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

OMAHA-COUNCIL BLUFFS
METROPOLITAN AREA PLANNING AGENCY

ATTEST:

BY: _____
Date

BY: _____
Date

PRINT NAME _____

PRINT NAME _____

PAPIO-MISSOUR RIVER NATURAL
RESORUCES DISTRICT

ATTEST:

BY: _____
Date

BY: _____
Date

Position _____

PRINT NAME _____

PRINT NAME _____

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

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

WITNESSETH:

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

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

NOW, THEREFORE, the parties do agree that:

I.
PURPOSE

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

II.
STEERING COMMITTEE

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

III.
SCOPE OF SERVICES

The scope of services to be performed or procured pursuant to this Agreement shall include obtaining aerial photography for portions of Douglas, Lancaster, Sarpy and Washington Counties in Nebraska and Pottawattamie County in Iowa. The Contractor will produce digital orthophotos, oblique imaging and other digital mapping products, as further specified in the Contract between MAPA and Pictometry, Inc., within the mapping area. Specific deliverables to Washington County shall include: 6 inch Ortho Viz Grade orthophoto tiles (countywide) and 6 inch color orthophoto mosaic (MrSID) developed from the 2020 flight.

IV. METHODS AND PROCEDURE

The work program developed by the Steering Committee shall be performed by Pictometry, Inc., who is recognized to have expertise in the field of this endeavor. MAPA shall enter into a contract with Pictometry, Inc. for completion of the contemplated work and consistent with the terms of this Agreement. MAPA's contract with Pictometry, Inc. will be reviewed and revised after MAPA and the NI-ROC members have executed respective Agreements. After completion of the Project by Pictometry, Inc. each party to this Agreement shall receive a copy of the Digital Mapping Products which may be used for whatever purpose they desire.

V. FEES, RECORDS, PAYMENT

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

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

Washington County shall pay MAPA a total amount of \$20,940.00 in NI-ROC funding. Payments will be made in two equal annual installments of \$10,470.00 on or before July 1 of each of the years 2020 and 2021, or by an accelerated method as mutually agreed upon by both parties. Payment will be made within 30 days of receipt of bill. Washington County shall be permitted to seek separate Interlocal Agreements with its cities for reimbursement of a portion of its total payment amount to MAPA. Should other agencies determine that they will benefit from the Project and wish to share in the use of any of the products obtained under this Agreement, the payment amount required for Washington County shall be reduced proportionately in relation to the payments of such outside agencies.

VI. ADMINISTRATION

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

VII. DURATION

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

VIII. NON-DISCRIMINATION

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

IX.
APPLICABLE LAW

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

X.
STRICT COMPLIANCE

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

XI.
MERGER

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

XII.
MODIFICATION

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

XIII.
SEVERABILITY CLAUSE

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

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

OMAHA-COUNCIL BLUFFS
METROPOLITAN AREA PLANNING AGENCY

ATTEST:

BY: _____
Date

BY: _____
Date

PRINT NAME _____

PRINT NAME _____

WASHINGTON COUNTY

ATTEST:

BY: _____
Date

BY: _____
Date

Position _____

PRINT NAME _____

PRINT NAME _____

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

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

WITNESSETH:

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

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

NOW, THEREFORE, the parties do agree that:

I.
PURPOSE

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

II.
STEERING COMMITTEE

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

III.
SCOPE OF SERVICES

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

IV. METHODS AND PROCEDURE

The work program developed by the Steering Committee shall be performed by Pictometry, Inc., who is recognized to have expertise in the field of this endeavor. MAPA shall enter into a contract with Pictometry, Inc. for completion of the contemplated work and consistent with the terms of this Agreement. MAPA's contract with Pictometry, Inc. will be reviewed and revised after MAPA and the NI-ROC members have executed respective Agreements. After completion of the Project by Pictometry, Inc. each party to this Agreement shall receive a copy of the Digital Mapping Products which may be used for whatever purpose they desire.

V. FEES, RECORDS, PAYMENT

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

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

Sarpy County shall pay MAPA a total amount of \$181,208.00 in NI-ROC funding. Payments will be made in four equal annual installments of \$45,302.00 on or before July 1 of each of the years 2020, 2021, 2022, and 2023 or by an accelerated method as mutually agreed upon by both parties. Payment will be made within 30 days of receipt of bill. Sarpy County shall be permitted to seek separate Interlocal Agreements with its cities for reimbursement of a portion of its total payment amount to MAPA. Should other agencies determine that they will benefit from the Project and wish to share in the use of any of the products obtained under this Agreement, the payment amount required for Sarpy County shall be reduced proportionately in relation to the payments of such outside agencies.

VI. FUTURE PROJECTS

MAPA, on behalf of the jurisdictions of NI-ROC, has entered into a multi-year agreement with Pictometry, Inc for the purpose of obtaining fixed pricing for up to 3 flights scheduled in 2018, 2020 and 2022. Sarpy County shall participate in this project and not procure aerial photography services, including digital orthophotos, oblique imaging, and other digital mapping products, outside of this agreement for the years 2020 and 2022. In the event that Sarpy County is unable to participate in such future projects in 2020 and 2022 due to lack of budgetary resources, Sarpy County shall communicate such inability in writing to the Project Manager prior to image capture.

VII. ADMINISTRATION

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

VIII. DURATION

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

IX.
NON-DISCRIMINATION

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

X.
APPLICABLE LAW

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

XI.
STRICT COMPLIANCE

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

XII.
MERGER

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

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

OMAHA-COUNCIL BLUFFS
METROPOLITAN AREA PLANNING AGENCY

ATTEST:

BY: _____
Date

BY: _____
Date

PRINT NAME _____

PRINT NAME _____

SARPY COUNTY

ATTEST:

BY: _____
Date

BY: _____
Date

Position _____

PRINT NAME _____

PRINT NAME _____