

FINANCE COMMITTEE MEETING

October 20, 2021 – 8:30 a.m.

AGENDA

This meeting of the Metropolitan Area Planning Agency Finance Committee will be conducted in compliance with the Nebraska Statutes of the Open Meetings Act.

The Open Meetings Act is available for reference upon request.

A. FINANCE COMMITTEE INFORMATION

1. Monthly Financial Statements (August)
 - a. [Bank Reconciliations \(ANB & WCB\) and Statements on Investments](#)
 - b. [Receipts and Expenditures](#)
 - c. [Schedules of Accounts Receivable & Accounts Payable](#)
 - d. [Statement of Financial Position](#)
 - e. [Statement of Revenues and Expenditures](#)
2. [New Projects / Activities](#)

B. FOR FINANCE COMMITTEE APPROVAL – (ACTION)

1. Contract Payments
 - a. [Benesch - PMT #15](#)
 - b. [Black Hills Works - PMT #7](#)
 - c. [Black Hills Works - PMT #8](#)
 - d. [Black Hills Works - PMT #9](#)
 - e. [Black Hills Works - PMT #10](#)
 - f. [Black Hills Works - PMT #11](#)
 - g. [Black Hills Works - PMT #12](#)
 - h. [Black Hills Works - PMT #13](#)
 - i. [HDR Engineering \(HWY 75 Corridor Study\)- PMT #3](#)
 - j. [Mills County Economic Development Foundation - PMT #1](#)
 - k. [Mills County Economic Development Foundation - PMT #2](#)
 - l. [City of Omaha Planning - PMT #1](#)
 - m. [Pottawattamie County GIS - PMT #1](#)
 - n. [Sarpy County GIS - PMT #1](#)
2. Contract Payments with Exceptions

- a. City of Omaha Public Works - PMT #1

C. RECOMMENDATIONS TO THE BOARD– (ACTION)

1. Purchases

- a. [Blackbaud Financial Edge NXT Renewal - 1 year - \\$13,000.83](#)

2. Contract Amendments

- a. [20PJUN01 - City of Pacific Junction - FRF Acquisitions- 10 Additional Properties at \\$4,000.00 each - Total Agreement \\$169,390.00 -Resolution No. 2022-09](#)

3. Contract Amendments pending final revisions

- a. [Sarpy County Planning & Environmental Linkages \(PEL\) Study - Budget Revision](#)

4. New Contracts/Task Orders

- a. [ICOG - COG Assistance FY22 Sub-Contract Agreement - \\$16,176.47](#)
- b. 2022-2023 NIROC Agreements:
 - i. [Cass County - \\$129,826.78](#)
 - ii. [City of Omaha - \\$117,975.00](#)
 - iii. [Douglas County - \\$63,525.00](#)
 - iv. [Omaha Airport Authority - \\$15,000.00](#)
 - v. [Papio-Missouri River Natural Resources District - \\$50,000.00](#)

- 5. MAPA Officials Fund Replenishment – Designate \$7,389.38 to Replenish the Officials Fund to \$15,000.00

D. RECOMMENDATIONS TO THE FOUNDATION BOARD – (ACTION)

1. Contract Amendments

- a. [Amend Agreement and Loan Agreement between MAPA Foundation and Orchard Valley, Inc.](#)
- b. [Resolution 2022-04: Resolution to amend Agreement between the MAPA Foundation and Orchard Valley, Inc.](#)

E. DISCUSSION

F. 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.

Metropolitan Area Planning Agency
American National Bank Reconciliation
August 2021

Balance per bank, August 31, 2021		\$	1,448,991.31
Less: Checks Outstanding	\$65,544.75		
			(\$65,544.75)
Cash in bank August 31, 2021		\$	<u>1,383,446.56</u>
General Ledger Balance, July 31, 2021		\$	1,403,840.69
Cash Receipts			213,888.05
Less: Cash Disbursements	\$74,106.84		
Square Fee	\$0.00		
Postalia	-		
Bank Charges	69.05		
Nebraska Sales Tax	-		
Payroll Expenses	156,358.31		
ACH Payroll	81,185.65		
ACH Federal & State Payroll Taxes	32,244.76		
Self-Insured health plan fee	107.52		
Nationwide Payroll Contribution	13,605.35		
Blue Cross Blue Shield of NE Health Ins.	19,465.93		
Iowa State Withholding Tax	355.70		
Nebraska State Withholding Tax	7,230.86		
Quarterly SUTA	93.44		
Flex- FSA	2,069.10		
ACH VISA card	3,747.98		
Advertising	40.79		
Bank Charges	9.88		
Computer Equipment	247.51		
Due from Employee	272.65		
Employee Gifts	103.09		
Events - Other	75.00		
Forums	51.67		
Gift Cards: Employee of the Year & HR Assistance	610.00		
Heartland 2050 Speaker Series	22.50		
Membership - Reference Materials: Universal Information Services	610.10		
Postage	12.95		
Printing	169.33		
Professional Services	41.00		
Public Relations - Website Software/Fees	166.99		
Supplies	74.15		
Travel: Executive Director Canidate	820.37		
Travel & Conferences: Miscellaneous	420.00		
			(\$234,282.18)
General Ledger Balances, August 31, 2021		\$	<u>1,383,446.56</u>
Less designated deposits		\$	<u>(215,394.40)</u>
Available Cash Balance		\$	<u>1,168,052.16</u>

MAPA Foundation
American National Bank Reconciliation
August 2021

Per Bank		General Ledger	
Balance August 31, 2021	\$ 87,903.74	Balance July 31, 2021	\$ 87,903.01
		Cash Receipts	-
Less: Checks Outstanding	\$0.00	Interest	0.73
		Less: Cash Disbursements	\$0.00
Cash in bank August 31, 2021	<u>\$ 87,903.74</u>	General Ledger Balances, August 31, 2021	<u>\$ 87,903.74</u>

MAPA Foundation
Washington County Bank Reconciliations
August 2021

SAVINGS		CHECKING	
Cash in bank August 31, 2021	<u>\$ 453,610.24</u>	Balance per bank August 31, 2021	<u>\$ -</u>
General Ledger Balance, July 31, 2021	\$ 613,096.76	General Ledger Balance, July 31, 2021	\$ -
WCB Savings Interest Earned	\$ 145.27	Transfer from Savings	\$ 159,631.79
Transfer to Checking	\$ (159,631.79)	Orchard Valley	\$ (159,631.79)
General Ledger Balances, August 31, 2021	<u>\$ 453,610.24</u>	General Ledger Balances, August 31, 2021	<u>\$ -</u>

STATEMENT ON INVESTMENTS
Treasury Bills
August 2021

<u>American Wealth Partners</u>				
Money Market	\$	66,061.97	66,061.97	0.010%
CD 10/29/2021		106,007.42	106,000.00	0.100%
CD 12/28/2021		101,027.00	100,000.00	3.200%
CD 9/27/2022		66,489.80	65,000.00	2.300%
CD 9/28/2022		49,960.00	50,000.00	0.000%
Accrued Interest		771.38		
Total Account Value	\$	<u>390,317.57</u>		

<u>Original Investments</u>	
Closing Costs	\$ 355,000.00
General Undesignated	100,000.00
Subtotal	455,000.00
Aggregate Earnings	53,476.10
Total	<u>\$ 508,476.10</u>

Nebraska Public Agency Investment Trust

CD	8/30/2021	\$ 118,158.53	\$117,731.96	0.360%
		<u>\$ 508,476.10</u>		

MAPA	General	Capitol	Revolving Loan	NIROC	TOTAL
	MAPA	MAPA	Loan Fund	MAPA	MAPA
Acct #	101	102	105	108	
Beginning Balance	302,113.50	104,959.74	-	22,772.90	429,846.14
Sponsor Fees					-
Interest	2.48	0.93	-	0.31	3.72
AN Bank Transfers					-
Transfers					-
Ending Balance	302,115.98	104,960.67	-	22,773.21	429,849.86
Less Reserve for other projects	-				
Available to Agency	<u>302,115.98</u>				

MAPA Foundation	Foundation	NDO	TOTAL
	MAMA		MAPA Foundation
Acct #	103	106	
Beginning Balance	34,327.42	75,974.77	110,302.19
Sponsor Fees			-
Interest	0.31	0.62	0.93
AN Bank Transfers			-
Transfers		298.00	298.00
Ending Balance	34,327.73	76,273.39	110,601.12

Metropolitan Area Planning Agency
Cash Receipts Report
August 2021

Date	Payer	Amount	Account	Amount
8/6/2021	Washington County	\$4,958.00	Aerial Photo Revenue	\$ 25,000.00
8/6/2021	Mills County	\$3,690.00	Contracts	\$ 15,032.84
8/6/2021	Douglas County	\$126,692.00	Due To/From Funds	\$ 5.00
8/9/2021	AARP	\$5,000.00	Heartland 2050 Speaker Series	\$ 5,000.00
8/10/2021	Nebraska Enviromental Trust	\$1,546.47	Federal Revenue	\$ 29,133.74
8/10/2021	Iowa Economic Development Authority	\$270.00	State Revenue	\$ 1,816.47
8/11/2021	MAPA Foundation	\$3,048.84	Local Revenue	\$ 137,900.00
8/24/2021	Economic Development Administration	\$2,267.74	Total Receipts	<u>\$ 213,888.05</u>
8/26/2021	Shelby County	\$2,560.00		
8/26/2021	Papio-Missouri River Natural Resources District	\$25,000.00		
8/26/2021	Mills County	\$10,989.00		
8/26/2021	Council Bluffs Habitat for Humanity	\$1,000.00		
8/27/2021	Federal Transit Administration	\$3,642.00		
8/30/2021	Iowa Department of Transportation	\$10,902.00		
8/30/2021	Iowa Department of Transportation	\$12,322.00		
	Total Receipts	<u>\$213,888.05</u>		

Metropolitan Area Planning Agency
Cash Disbursements
August 2021

Check #	Date	Payee	Amount	Check Disbursement Detail	
17892	8/12/2021	BenefitPlansInc.	\$687.50	Advertising	\$193.09
17893	8/12/2021	The Daily Nonpareil	\$100.49	Auto - Gas/Maintenance	\$107.82
17894	8/12/2021	The Daily Record	\$46.00	Business Insurance Expense	\$40.00
17895	8/12/2021	Douglas County Treasurer	\$107.82	Data Processing	\$1,400.50
17896	8/12/2021	Fidelity Security Life Insurance Co. (eye med)	\$165.64	Employee Benefits/Withholding	\$259.42
17897	8/12/2021	Francotyp-Postalia, Inc.	\$108.00	Equipment Maintenance	\$108.00
17898	8/12/2021	Gretna Breeze	\$31.49	Events - Other	\$146.90
17899	8/12/2021	James Boerner	\$996.38	Membership - Reference Materials	\$4,160.08
17900	8/12/2021	Karna Loewenstein	\$162.94	Miscellaneous Expenses	\$121.94
17901	8/12/2021	Keith Kennedy	\$294.00	Office Rent	\$6,094.08
17902	8/12/2021	Kissel, Kohout, E&S Associates LLC	\$1,000.00	Officials Expense	\$155.58
17903	8/12/2021	Omaha World-Herald	\$228.59	Printing	\$57.61
17904	8/12/2021	PrimePay, LLC	\$457.40	Professional Services	\$2,144.90
17905	8/12/2021	Rail-Volution	\$496.80	Supplies	\$104.58
17906	8/12/2021	United Way	\$82.50	Travel & Conferences	\$294.00
17907	8/12/2021	University of Nebraska Foundation	\$105.90	Tuition Reimbursement	\$996.38
17908	8/25/2021	Alfred Benesch & Co.	\$2,868.71	MAPA Activities	\$16,384.88
17909	8/25/2021	Alfred Benesch & Co.	\$2,430.91		
17910	8/25/2021	City of Omaha Cashier	\$12,861.91		
17911	8/25/2021	City of Omaha Cashier	\$7,196.36	Contracts	\$5,796.42
17912	8/25/2021	City of Omaha Cashier	\$17,142.08	Pass Through Contracts - Planning	\$48,283.99
17913	8/25/2021	City of Omaha Cashier	\$11,083.64	Pass Through Contracts - STP	\$3,641.55
17914	8/25/2021	The Daily Record	\$46.60	Contracts Subtotal	\$57,721.96
17915	8/25/2021	Davis Insurance Agency, Inc.	\$40.00		
17916	8/25/2021	Doug Kindig	\$155.58		
17917	8/25/2021	Firespring	\$57.61	Total Disbursements	\$74,106.84
17918	8/25/2021	Florence Home for the Aged	\$3,641.55		
17919	8/25/2021	HiTouch Business Services LLC	\$104.58		
17920	8/25/2021	Iowa Association of Councils of Governments	\$3,900.00		
17921	8/25/2021	Metro	\$7,494.58		
17922	8/25/2021	Wex Health, Inc.	\$11.28		
		Total Disbursements	\$74,106.84		

MAPA Foundation
Cash Disbursements
August 2021

Check #	Date	Payee	Amount
Total Disbursements			<u>\$0.00</u>

Account	Amount
Total Disbursements	<u>\$0.00</u>

Metropolitan Area Planning Agency
Payroll Detail
August 2021

<u>Pay Types/Benefits</u>	<u>Amount</u>
Gift Card	-
OT Hourly	-
Regular (Salary & Hourly)	117,231.64
Gross Pay	117,231.64
Dental EE+CH	51.10
Dental EE	344.16
Dental EE+FA	418.30
Dental EE+SP	106.64
ER H.I.	5,561.74
ER H.I. FA	6,459.96
ER H.I. SP	1,815.08
Life & Dis	622.98
Gross Benefits	15,379.96
Employer Expenses	Amount
ER Pension	5,468.34
Medicare	1,643.84
Soc Security	7,028.95
SUTA	18.03
Additional Employer Expenses	14,159.16
GRAND TOTAL EXPENSE	<u><u>146,770.76</u></u>

<u>Deductions/Employee Taxes</u>	<u>Amount</u>
457-%	1,883.32
457-Roth \$	100.00
457-Roth%	1,926.83
AFLAC	50.98
AT AFLAC	582.52
Dental Ins	127.54
Flex Plan 21	1,109.76
Gift Card	-
Health Ins	1,882.72
Pension Plan	3,977.01
Pension Loan	424.53
United Way	165.00
Vehicle	-
Vision	158.74
Zoo	103.10
Federal	9,988.63
Medicare	1,643.84
Soc Security	7,028.95
State - IA	43.70
State - NE	4,848.82
Deductions/Employee Taxes	36,045.99
GRAND TOTAL NET PAY	<u><u>81,185.65</u></u>

Metropolitan Area Planning Agency
Preliminary Aged Accounts Receivable Report
August 2021

Client Name	0-30	31-60	61-90	90+	Balance	PD
City of Carter Lake	\$0.00	\$0.00	\$1,428.79	\$0.00	\$1,428.79	9/3/2021
City of Gretna	\$0.00	\$0.00	\$1,417.08	\$0.00	\$1,417.08	9/16/2021
City of Valley NE	\$0.00	\$0.00	\$777.40	\$0.10	\$777.50	
City of Waterloo, NE	\$0.00	\$0.00	\$1,725.20	\$0.00	\$1,725.20	9/24/2021
City of Weeping Water, NE	\$0.00	\$0.00	\$620.00	\$0.00	\$620.00	9/16/2021
Economic Development Administration	\$126,964.50	\$0.00	\$0.00	\$0.00	\$126,964.50	
Federal Transit Administration	\$0.00	\$0.00	\$169,648.44	\$0.01	\$169,648.45	
Iowa Economic Development Authority	\$0.00	\$0.00	\$165.00	\$847.00	\$1,012.00	
Iowa Legislature	\$0.00	\$0.00	\$12.00	\$0.00	\$12.00	
IOWA WEST FOUNDATION	\$0.00	\$0.00	\$845.22	\$6,029.78	\$6,875.00	9/16/2021
M & P Missouri River Levee District, Mills County, Iowa	\$0.00	\$0.00	\$1,488.00	\$0.00	\$1,488.00	9/16/2021
Mills County	\$0.00	\$0.00	\$13,237.72	\$0.88	\$13,238.60	
NDED-Nebraska Department of Economic Development	\$0.00	\$0.00	\$18,658.22	\$1,199.64	\$19,857.86	
NDOT- CMAQ	\$0.00	\$0.00	\$51,496.65	\$0.00	\$51,496.65	
NDOT	\$0.00	\$0.00	\$371,614.78	\$0.01	\$371,614.79	
Pacific Junction, IA	\$0.00	\$0.00	\$36,000.00	\$176,000.00	\$212,000.00	
Pottawattamie County Housing Trust	\$1,777.67	\$0.00	\$0.00	\$8,775.53	\$10,553.20	96k-9/24/2021
Pottawattamie County, Iowa	\$0.00	\$0.00	\$2,633.63	\$0.00	\$2,633.63	9/3/2021
Shawanna Silvius	\$75.90	\$0.00	\$0.00	\$0.00	\$75.90	9/3/2021
The Hartford	\$0.00	\$0.00	\$4,363.00	\$0.00	\$4,363.00	
Total Accounts Receivable	\$128,818.07	\$0.00	\$676,131.13	\$192,852.95	\$997,802.15	

Metropolitan Area Planning Agency
Preliminary Aged Accounts Payable Report
August 2021

Vendor Name	0-30	31-60	61-90	90+	Credits	Balance
AFLAC	\$633.46	\$0.00	\$0.00	\$0.00	\$0.00	\$633.46
Assure Health Link, LLC (Capture Management Solutions)	\$0.00	\$2,495.00	\$0.00	\$0.00	\$0.00	\$2,495.00
Black Hills Works Inc	\$0.00	\$0.00	\$47,599.58	\$6,836.40	\$0.00	\$54,435.98
Blackbaud	\$0.00	\$0.00	\$0.00	\$0.00	(\$96.61)	(\$96.61)
The Daily Nonpareil	\$80.80	\$0.00	\$0.00	\$0.00	\$0.00	\$80.80
The Daily Record	\$87.90	\$0.00	\$0.00	\$0.00	\$0.00	\$87.90
Digital Express	\$406.00	\$0.00	\$0.00	\$0.00	\$0.00	\$406.00
Doug Kindig	\$73.72	\$0.00	\$0.00	\$0.00	\$0.00	\$73.72
Geiger	\$218.20	\$0.00	\$0.00	\$0.00	\$0.00	\$218.20
HiTouch Business Services LLC	\$10.99	\$0.00	\$0.00	\$0.00	\$0.00	\$10.99
Karna Loewenstein	\$38.33	\$110.15	\$0.00	\$0.00	\$0.00	\$148.48
Keith Kennedy	\$177.52	\$0.00	\$0.00	\$0.00	\$0.00	\$177.52
Laura Heilman	\$91.30	\$0.00	\$0.00	\$0.00	\$0.00	\$91.30
Nebraska Enterprise Fund	\$0.00	\$0.00	\$1,047.94	\$0.00	\$0.00	\$1,047.94
Olsson, Inc.	\$0.00	\$0.00	\$5,424.64	\$0.00	\$0.00	\$5,424.64
Omaha Development Foundation	\$0.00	\$0.00	\$27,750.00	\$0.00	\$0.00	\$27,750.00
PrimePay, LLC	\$193.55	\$0.00	\$0.00	\$0.00	\$0.00	\$193.55
Rail-Volution	\$0.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00
U.S. Bank Equipment Finance	\$188.48	\$0.00	\$0.00	\$0.00	\$0.00	\$188.48
United Way	\$82.50	\$0.00	\$0.00	\$0.00	\$0.00	\$82.50
Verdis Group, LLC	\$0.00	\$0.00	\$18,019.00	\$0.00	\$0.00	\$18,019.00
Washington County Bank	\$0.00	\$0.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00
We Are The New Black, LLC	\$0.00	\$0.00	\$2,312.50	\$0.00	\$0.00	\$2,312.50
Total Accounts Payable	\$2,282.75	\$2,605.15	\$102,153.66	\$14,836.40	(\$96.61)	\$121,781.35

Metropolitan Area Planning Agency
Preliminary Statement of Financial Position
August 2021

Assets		
10-1000	Petty Cash	\$267.77
10-1005	Paypal Account	\$100.00
10-1010	Cash - American National Bank	\$1,383,446.56
10-1030	Treasury Bills	\$390,317.57
10-1040	NPAIT Investments General	\$302,115.98
10-1043	NPAIT Investments Special Projects	\$22,773.21
10-1045	NPAIT Investments Capitol Reserve	\$104,960.67
10-1057	NPAIT CD Investiments	\$118,158.53
10-1100	Accounts Receivable	\$997,802.15
10-1110	Due To/Due From Funds	(\$16,737.64)
10-1145	Employee Elected Deduction	\$102.95
10-1300	Prepaid Expenses	\$31,102.91
10-1310	Prepaid Insurance	\$16,244.22
11-1110	Due To/Due From Funds	\$7,381.32
13-1190	Deposits	\$500.00
13-1200	Furniture, Fixtures & Equipment	\$162,493.85
13-1205	Vehicles	\$38,485.00
13-1220	Less: Accumulated Depreciation	\$150,664.79
20-1020	Cash - ANB Foundation	\$87,903.74
20-1027	Cash-Washington County- Savings - MAPA Foundaiton	\$453,610.24
20-1060	NPAIT Investments Foundation	\$34,327.73
20-1065	NPAIT Investments FD NDO	\$76,273.39
20-1110	Due To/Due From Funds	\$9,356.32
20-1425	Note Receivable KB Quality Meats	\$1,160.00
20-1501	Note Receivable NDED Housing	\$193,899.61
20-1502	Note Receivable NIFA Housing	\$140,038.61
20-1503	Note Receivable MAPA Housing	\$53,861.01
20-1504	Note Receivable Blair Housing	\$150,810.81
20-1510	Note Receivable - Angels Share, Inc.	\$420,000.00
	Total Assets	\$5,030,091.72

Liabilities		
10-2000	Accounts Payable	\$121,781.35
10-2015	Credit Card Payable	\$1,155.43
10-2110	Other State Withholding	\$0.58
10-2115	AFLAC W/H Payable	\$0.08
10-2125	Dental Insurance W/H Payable	\$209.38
10-2126	Life & Disability Insurance Payable	\$331.06
10-2130	Flex W/H Payable	\$5,580.71
10-2132	Vision Insurance Payable	(\$12.15)
10-2135	Health Insurance Payable	(\$4,966.05)
10-2160	SUTA Tax	\$103.84
10-2210	Accrued Compensated Absences	\$210,551.73
10-2220	Accrued Audit Fees	\$21,000.00
10-2400	Deferred Revenue	\$126,964.50
20-2000	Accounts Payable	(\$0.20)
20-2550	Long Term Payable-City of Blair	\$250,000.00
	Total Liabilities	\$732,700.26

Fund Balance		
10-3000	Fund Balance Undesignated	\$2,310,214.97
10-3010	Fund Balance Assigned	\$136,755.19
10-3020	Fund Balance Committed	\$355,000.00
10-3100	Fund Balance Restricted	\$65,984.26
11-3020	Fund Balance Committed	\$7,381.32
13-3005	Invested in Capital Assets	\$50,814.06
20-3000	Fund Balance Undesignated	\$121,267.98
20-3100	Fund Balance Restricted	\$1,249,973.68
	Total Fund Balance	\$4,297,391.46

	Total Liabilities and Fund Balance	\$5,030,091.72
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Metropolitan Area Planning Agency
Preliminary Statement of Revenues & Expenditures
August 2021

	<u>8.1.2021 - 8.31.2021</u>		<u>7.1.2021 - 8.31.2021</u>		<u>% to YTD Budget</u>	<u>Prior Year to Date</u>	<u>Increase/ (Decrease) YTD to PYTD</u>	<u>FY 2021 Budget</u>
	<u>Actual</u>	<u>Budget</u>	<u>Actual YTD</u>	<u>Budget YTD</u>				
Revenues								
Federal and State Revenue								
10-4100 Federal Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$17,500.00	(100.00%)	\$3,332,527.00
10-4200 State Revenue	\$0.30	\$0.00	\$0.30	\$137,500.00	0.00%	\$0.00	0.00%	\$275,000.00
Total Federal and State Revenue	<u>\$0.30</u>	<u>\$0.00</u>	<u>\$0.30</u>	<u>\$137,500.00</u>	<u>0.00%</u>	<u>\$17,500.00</u>	<u>-100.00%</u>	<u>\$3,607,527.00</u>
Local Government Revenue								
10-4300 Local Revenue	\$0.00	\$0.00	\$208,965.00	\$206,057.50	101.41%	\$204,614.00	2.13%	\$412,115.00
10-4305 TIP Fee	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%	\$180,000.00
Total Local Government Revenue	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$208,965.00</u>	<u>\$206,057.50</u>	<u>101.41%</u>	<u>\$204,614.00</u>	<u>2.13%</u>	<u>\$592,115.00</u>
Charges for Services								
10-4400 Contracts	\$1,777.67	\$0.00	\$1,777.67	\$0.00	0.00%	(\$8,608.68)	(120.65%)	\$486,403.00
10-4405 Aerial Photo Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%	\$325,567.00
Total Charges for Services	<u>\$1,777.67</u>	<u>\$0.00</u>	<u>\$1,777.67</u>	<u>\$0.00</u>	<u>0.00%</u>	<u>(\$8,608.68)</u>	<u>(120.65%)</u>	<u>\$811,970.00</u>
Forums Revenue								
10-4501 Council of Officials Quarterly Meeting	\$0.00	\$104.16	\$0.00	\$208.32	0.00%	\$0.00	0.00%	\$1,250.00
10-4502 Council of Officials Annual Meeting	\$0.00	\$333.32	\$0.00	\$666.64	0.00%	\$0.00	0.00%	\$4,000.00
10-4505 Heartland 2050 Summit	\$0.00	\$416.65	\$0.00	\$833.30	0.00%	\$0.00	0.00%	\$5,000.00
10-4506 Heartland 2050 Speaker Series	\$0.00	\$208.33	\$5,000.00	\$416.62	1200.13%	\$0.00	0.00%	\$2,500.00
Total Forums Revenue	<u>\$0.00</u>	<u>\$1,062.46</u>	<u>\$5,000.00</u>	<u>\$2,124.88</u>	<u>235.31%</u>	<u>\$0.00</u>	<u>0.00%</u>	<u>\$12,750.00</u>
In-kind Revenue								
10-4510 In-Kind Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%	\$233,388.00
Total In-kind Revenue	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>0.00%</u>	<u>\$0.00</u>	<u>0.00%</u>	<u>\$233,388.00</u>
Investment Income								
10-4520 Investment Earnings	\$420.98	\$1,249.95	\$473.83	\$2,499.90	18.95%	\$2,699.77	-82.45%	\$15,000.00
Total Investment Income	<u>\$420.98</u>	<u>\$1,249.95</u>	<u>\$473.83</u>	<u>\$2,499.90</u>	<u>18.95%</u>	<u>\$2,699.77</u>	<u>-82.45%</u>	<u>\$15,000.00</u>
Miscellaneous Revenue								
10-4310 Match Contributions	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$35,577.00	(100.00%)	\$296,973.00
10-4507 Site Visit Registration	\$0.00	\$2,499.90	\$0.00	\$4,999.80	0.00%	\$0.00	0.00%	\$30,000.00
10-4540 Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,642.50	-100.00%	\$25,000.00
Total Miscellaneous Revenue	<u>\$0.00</u>	<u>\$2,499.90</u>	<u>\$0.00</u>	<u>\$4,999.80</u>	<u>0.00%</u>	<u>\$54,219.50</u>	<u>-100.00%</u>	<u>\$351,973.00</u>
Total Revenues	<u>\$2,198.95</u>	<u>\$4,812.31</u>	<u>\$216,216.80</u>	<u>\$353,182.08</u>	<u>61.22%</u>	<u>\$270,424.59</u>	<u>(20.05%)</u>	<u>\$5,624,723.00</u>

Metropolitan Area Planning Agency
Preliminary Statement of Revenues & Expenditures
August 2021

		<u>8.1.2021 - 8.31.2021</u>		<u>7.1.2021 - 8.31.2021</u>		<u>% to YTD Budget</u>	<u>Prior Year to Date</u>	<u>Increase/ (Decrease) YTD to PYTD</u>	<u>FY 2021 Budget</u>				
		<u>Actual</u>	<u>Budget</u>	<u>Actual YTD</u>	<u>Budget YTD</u>								
Expenses													
MAPA Activities													
MAPA Personnel Expenses													
	Salaries	\$106,997.41	\$140,007.82	\$355,654.97	\$280,015.60	127.01%	\$365,767.43	(2.76%)	\$1,680,161.00				
	Payroll Taxes	\$8,690.82	\$10,310.76	\$25,048.64	\$20,621.48	121.47%	\$16,899.31	48.22%	\$123,734.00				
	Employee Benefits	\$20,954.92	\$43,865.66	\$56,903.24	\$87,731.32	64.86%	\$47,691.60	19.32%	\$526,409.00				
	Total MAPA Personnel Expenses	\$136,643.15	\$194,184.24	\$437,606.85	\$388,368.40	112.68%	\$430,358.34	1.68%	\$2,330,304.00				
MAPA Non-personnel													
	10-5200 Advertising	\$537.88	\$416.65	\$800.69	\$833.30	96.09%	\$1,460.04	(45.16%)	\$5,000.00				
	10-5210 Membership - Reference Materials	\$5,351.10	\$2,333.24	\$7,062.98	\$4,666.48	151.36%	\$8,181.93	(13.68%)	\$28,000.00				
	Data Processing	\$2,187.18	\$5,458.12	\$5,706.02	\$10,916.20	52.27%	\$8,445.16	(32.43%)	\$65,500.00				
	Forums Expense	\$192.74	\$0.00	\$427.23	\$0.00	0.00%	\$64.16	565.88%	\$64,200.00				
	10-5610 Events - Other	\$0.00	\$0.00	\$221.90	\$0.00	0.00%	\$0.00	0.00%	\$0.00				
	10-5650 Miscellaneous Expenses	\$100.00	\$333.32	\$100.35	\$666.64	15.05%	\$218.80	(54.14%)	\$4,000.00				
	10-5660 Employee Gifts	\$0.00	\$0.00	\$103.09	\$0.00	0.00%	\$0.00	0.00%	\$0.00				
	10-5730 Bank Charges	\$69.05	\$75.00	\$175.37	\$149.96	116.94%	\$92.82	88.94%	\$900.00				
	10-5800 Office Rent	\$0.00	\$6,166.42	\$6,094.08	\$12,332.84	49.41%	\$12,067.48	(49.50%)	\$74,000.00				
	Office Expense	\$2,459.22	\$5,561.45	\$5,179.54	\$11,122.86	46.57%	\$6,591.97	-21.43%	\$66,740.00				
	Professional Fees	\$1,372.05	\$2,749.89	\$2,966.95	\$5,499.78	53.95%	\$2,241.66	32.36%	\$33,000.00				
	Travel and Conferences	\$2,638.72	\$8,270.51	\$6,005.73	\$16,540.94	36.31%	\$1,314.12	357.02%	\$99,250.00				
	Transfers	\$0.00	\$29,165.50	\$0.00	\$58,331.00	0.00%	\$0.00	0.00%	\$350,000.00				
	10-5950 Capital Outlays	\$0.00	\$4,166.50	\$0.00	\$8,333.00	0.00%	\$0.00	0.00%	\$50,000.00				
	Total MAPA Non-personnel	\$14,907.94	\$64,696.60	\$34,843.93	\$129,393.00	26.93%	\$40,678.14	(14.34%)	\$840,590.00				
	Total MAPA Activities	\$151,551.09	\$258,880.84	\$472,450.78	\$517,761.40	91.25%	\$471,036.48	0.30%	\$3,170,894.00				
Contracts and Pass-through													
	10-5400 Contracts	\$9,553.35	\$124,264.03	\$22,167.59	\$248,528.06	8.92%	\$143,973.17	-84.60%	\$1,491,228.00				
	10-5410 Aerial Photo Expense	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$128,462.24	-100.00%	\$325,513.00				
	10-5420 Pass Through Contracts - Planning	\$0.00	\$25,198.99	\$0.00	\$50,397.98	0.00%	\$0.00	0.00%	\$302,400.00				
	10-5430 Pass Through Contracts - STP	\$0.00	\$8,441.33	\$0.00	\$16,882.66	0.00%	\$22,084.70	-100.00%	\$101,300.00				
	10-5440 In-Kind Expense	\$0.00	\$19,448.22	\$0.00	\$38,896.44	0.00%	\$0.00	0.00%	\$233,388.00				
	Subtotal Contracts and Pass-Through	\$9,553.35	\$177,352.57	\$22,167.59	\$354,705.14	6.25%	\$294,520.11	-92.47%	\$2,453,829.00				
	Total Expenses	\$161,104.44	\$436,233.41	\$494,618.37	\$872,466.54	56.69%	\$765,556.59	-35.39%	\$5,624,723.00				
	NET SURPLUS/(DEFICIT)	(\$158,905.49)	(\$431,421.10)	(\$278,401.57)	(\$519,284.46)	53.61%	(\$495,132.00)	-43.77%	\$0.00				

MAPA Foundation
Preliminary Statement of Revenues & Expenditures
August 2021

		<u>Revolving Loan</u>		<u>Housing Activities</u>		<u>Metropolitan Area Motorist Assist</u>		<u>MAPA Foundation Unassigned</u>		<u>Total YTD</u>
		<u>Aug 1-31</u>	<u>July 1-Aug 31</u>	<u>Aug 1-31</u>	<u>July 1-Aug 31</u>	<u>Aug 1-31</u>	<u>July 1-Aug 31</u>	<u>Aug 1-31</u>	<u>July 1-Aug 31</u>	
Revenues										
20-4200	State Revenue	\$0.00	\$0.00	\$29,458.70	\$221,675.49	\$0.00	\$0.00	\$0.00	\$0.00	\$221,675.49
20-4300	Local Revenue	\$0.00	\$0.00	(\$451.34)	\$5,749.20	\$0.00	\$0.00	\$0.00	\$0.00	\$5,749.20
20-4520	Investment Earnings	\$15.92	\$32.98	\$129.97	\$272.25	\$0.31	\$0.62	\$0.73	\$1.59	\$307.44
20-4540	Miscellaneous	(\$16,850.46)	\$14,152.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,152.25
Total Revenues		(\$16,834.54)	\$14,185.23	\$29,137.33	\$227,696.94	\$0.31	\$0.62	\$0.73	\$1.59	\$241,884.38
Expenses										
20-5200	Advertising-MAPA Foundation	\$0.00	\$0.00	\$52.23	\$52.23	\$0.00	\$0.00	\$0.00	\$0.00	\$52.23
20-5700	Postage-MAPA Foundation	\$0.00	\$0.00	\$3.13	\$3.13	\$0.00	\$0.00	\$0.00	\$0.00	\$3.13
20-6075	Miscellaneous Foundation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,225.00	\$0.00	\$0.00	\$7,225.00
Total Expenses		\$0.00	\$0.00	\$55.36	\$55.36	\$0.00	\$7,225.00	\$0.00	\$0.00	\$7,280.36
NET SURPLUS/(DEFICIT)		(\$16,834.54)	\$14,185.23	\$29,081.97	\$227,641.58	\$0.31	(\$7,224.38)	\$0.73	\$1.59	\$234,604.02

Cost Breakdown Form

for Actual Cost Plus Fixed Fee (CPFF) Agreements

Company Name:	Alfred Benesch & Company		
Control No.:	01001M	Project No.:	PLM-1(57)
Project Location:	Sarpy County 1-80 Interchange Planning Study		
Agreement No.:	UK2005	Expire Date:	December 31, 2021
Invoice No.:	193544	Invoice Date:	October 6, 2021
% Work Completed:	78%		
Current Billing Period:	8/2/2021	thru	10/3/2021

AGR # UK2005	Direct Labor Costs	All Other Costs	Max Fixed Fee (Profit)	Total Contract Amount
Amount thru sup #	\$58,033.60	\$289,681.89	\$19,091.51	\$366,807.00
	Amount			
	This Period	Previously Billed	To Date	
Direct Labor Costs	\$4,384.05	\$42,011.00	\$46,395.05	
Overhead @ 161.07% of direct labor	\$7,061.39	\$67,672.15	\$74,733.54	
Fixed Fee @ 12.60% of labor+overhead	\$1,442.13	\$13,820.08	\$15,262.21	
FCCM @ 0.430% of direct labor	\$18.85	\$243.92	\$262.77	
Direct Costs (Non-Labor)	\$0.00	\$0.00		
Outside Services (Subconsultants):				
Name Max Amount				
Vireo \$50,936.14	\$0.00	\$41,552.58	\$41,552.58	
HG Consult LLC \$120,999.52	\$5,504.53	\$73,099.97	\$78,604.50	
Cambridge Systematics \$30,205.52	\$0.00	\$30,170.46	\$30,170.46	
Adjustments:				
Overhead	\$0.01		\$0.01	
fixed fee for profit				
FCCM	\$0.01		\$0.01	
Other:				
Total Amount DUE >>	\$18,410.97	\$268,570.16	\$286,981.13	

By submitting this form electronically to State, Consultant certifies submitted costs are actual and allowed by contract.		Total Agreement Amount Remaining:	\$79,825.87
		Total Fixed Fee Remaining:	\$3,829.30
Signature (typed or signed name required):	Title:	Date:	
Kathy Thibault	Project Accounting Coordinator	10/6/2021	
Consultant's email contact for invoice-related questions: kthibault@benesch.com			



Alfred Benesch & Company
14748 W. Center Road, Suite 200
Omaha, NE 68144
www.benesch.com
P 402-333-5792
F 402-333-2248

October 6, 2021

Mike Helgerson
Transportation and Data Manager
Omaha – Council Bluffs Metropolitan Area Planning Agency
2222 Cuming Street
Omaha, NE 68102

RE: Sarpy County I-80 Interchange PEL Study
Progress Report
Benesch Project No. 00120651.00
MAPA Project No. PLM-1(57)
Invoice No. 193544

Dear Mike:

Enclosed you will find Invoice No. 193544 in the amount of **\$18,410.97** for the period of **August 2, 2021 through October 3, 2021** as described below. If you have questions, please do not hesitate to contact us.

Task	Description	Work Completed this period <i>*(August and September)</i>
1	Project Management and Coordination	Internal team meetings, client phone calls, NDOT coordination, met with MAPA to discuss FHWA comments, presented at Sarpy Chamber, prepared for, organized, conducted, and wrote minutes for Core Team meeting.
2	Study Area Condition Assessment	None this period.
3	Outreach and Public Engagement	None this period.
4	Transportation Modeling and Traffic Analysis	TDM modeling of practicable alternatives
5	Data Collection and Analysis	None this period.
6	Statement of Purpose and Need	None this period.
7	Land Use Scenario Planning	None this period.
8	Evaluation and Screening Criteria	None this period

9	Alternatives Development	Revisions to alternatives to be considered
10	Alternatives Screening	Developing and working on screening of alternatives for Chapter 4.
11	PEL Study Documentation	Revising PEL document (Chapters 1-3) and appendices.

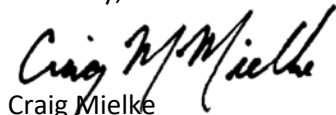
Upcoming Tasks/Effort/Meetings

- Finalize Chapters 1-3
- Send Chapters 1-3 to resource agencies and meet with them for an update
- Prepare for public outreach event #2
- Prepare for CAG meeting #2
- Write Chapter 4 (Alternatives development and screening)
- Develop criteria for Screening Level 2 and possibly eliminate 'unreasonable' alternatives

Items of Concern/Out of Scope/Needed from MAPA

- Scope/budget/deliverables and budget hours are being revised following Core Team meeting on 9/22.
- Contract extension likely needed to February 2022
- Draft schedule revisions also in process

Sincerely,



Craig Mielke
Project Manager

Enclosure(s): Benesch Invoice 193544
HG Consult Invoices 20.034.16 and 20.034.17

TRANSPORTATION								
Project	Description	Funding Source(s)	RFP Release Date	Contract Approval	Total Project Cost (Estimate)	MAPA Lead		
Neighborhood Evaluation and Access to Trails (NEAT) - P-MRNRD	H2050 Mini-Grant Award to Papio Missouri River NRD (PMRNRD). Evaluation of several trail corridors and neighborhood connections throughout the metro area. Deliverables include a workplan of potential trail improvements.	STBG	March 31, 2021	December 2021	\$160,000	Court Barber		
Bicycle-Pedestrian Master Plan - City of Omaha	Heartland 2050 Mini-Grant Award to the City of Omaha to create a bicycle and pedestrian master plan to be adopted as a supplement to the City of Omaha Master Plan. The City and the selected consultant will develop a plan for a comprehensive and integrated network of bicycle facilities, trail corridors, low-stress routes, and sidewalk and crossing improvements that serve all neighborhoods.	STBG	August 13, 2021	January 2022	\$250,000	Travis Halm		
Bicycle-Pedestrian Master Plan Engagement Services - Bike Walk Nebraska	Professional services contract to coordinate public and stakeholder engagement activities with the development of recommendations and projects in the master planning process.	Non-Federal	N/A	January 2022	\$20,000	Mike Helgersen		
Fort Crook Road Corridor Study - City of Bellevue	Heartland 2050 Mini-Grant Award to the City of Bellevue to update the corridor plan for Fort Crook Road and develop transportation recommendations to support the City's redevelopment vision in the corridor. Plan will evaluate multi-modal strategies including transit, bikeways and pedestrian connectivity.	STBG	September 30, 2021	February 2022	\$125,000	Travis Halm		
COMMUNITY DEVELOPMENT								
Project	Description	Funding Source(s)	Contract Approval	Total Project Cost (Estimate)	MAPA Lead	Total Project - All Sources		
Mills County Hazard Mitigation	Plan Update	IDEA-EDA	June 2021	\$14,900	Grant Anderson	\$14,900	_____	
Carter Lake Comp Plan	Plan Update	City	August 2021	\$13,900	Grant Anderson	\$27,800	_____	
Waterloo Comprehensive	Plan Update	City	October 2021	\$15,000	Ryan Ossell	\$30,000	_____	
Bunge Avenue Improvements	EDA -RISE Administration	EDA	February 2020	\$20,000	Ryan Ossell	\$3,020,000	_____	
	Regional Transportation Planning Funds (Federal)	MAPA PL					_____	
	Regional Surface Transportation Block Grant (Federal)	MAPA STBG					_____	
	Congestion Management & Air Quality Funding (Federal)	CMAQ					_____	
	Economic Development Administration (Federal)	EDA					_____	
	Nebraska Environmental Trust (State)	NET					_____	
	Hazard Mitigation Grant Program	HMGP					_____	
	Iowa Flood Mitigation Fund	FMF					_____	
	Community Development Block Grant	CDBG					_____	

Billing Summary Budget										
Project Name:		21603100002 Black Hills Works - Offutt Air Force Base								
Contact Name:		MAPA-BLACK HILLS WORKS								
Billing Period:		March 2021								
	TOTAL	TOTAL	TOTAL	March 2021		TOTAL	Program to Date		Remaining	
BUDGET DETAIL	Year 1 Budget	BUDGET Federal	BUDGET Local Match	Federal Request	LOCAL MATCH	COST MONTH	Federal Request	LOCAL MATCH	Federal Request	LOCAL MATCH
A. OPERATING EXPENSES ¹										
Grant NE-2020-011-00										
1. Drivers Wages	\$ 108,000.00	\$ 54,000.00	\$ 54,000.00	\$ 4,817.90	\$ 4,817.90	\$ 9,635.79	\$ 31,769.00	\$ 31,769.00	\$ 22,231.01	\$ 22,231.01
2. Benefits @ 15%	\$ 16,200.00	\$ 8,100.00	\$ 8,100.00	\$ 1,576.56	\$ 1,576.56	\$ 3,153.12	\$ 7,512.90	\$ 7,512.90	\$ 587.10	\$ 587.10
3. Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Vehicle Mileage Expense	\$ 80,345.50	\$ 40,172.75	\$ 40,172.75	\$ 2,971.08	\$ 2,971.08	\$ 5,942.16	\$ 19,796.87	\$ 19,796.87	\$ 20,375.89	\$ 20,375.89
5. Indirect Cost Rate	\$ 20,454.55	\$ 10,227.28	\$ 10,227.28	\$ 889.73	\$ 889.73	\$ 1,779.45	\$ 5,612.48	\$ 5,612.48	\$ 4,614.79	\$ 4,614.79
Subtotal - Operating Expenses	\$ 225,000.05	\$ 112,500.03	\$ 112,500.03	\$ 10,255.26	\$ 10,255.26	\$ 20,510.52	\$ 64,691.24	\$ 64,691.24	\$ 47,808.78	\$ 47,808.78
B. PROGRAM TOTAL BUDGET	\$ 225,000.05	\$ 112,500.03	\$ 112,500.03	\$ 10,255.26	\$ 10,255.26	\$ 20,510.52	\$ 64,691.24	\$ 64,691.24	\$ 47,808.78	\$ 47,808.78
				9%	9%	9%	58%	58%	42%	42%

¹ 5310 funding for Operating Expenses may not exceed 50% of the total cost.

Billing Summary

Project Name: 21603100002 Black Hills Works - Offutt Air Force Base

Contact Name: MAPA-BLACK HILLS WORKS

Billing Period: March 2021

	TOTAL	TOTAL	TOTAL	March 2021		TOTAL	Program to Date		Remaining	
BUDGET DETAIL	Year 1 Budget	BUDGET Federal	BUDGET Local Match	Federal Request	LOCAL MATCH	COST MONTH	Federal Request	LOCAL MATCH	Federal Request	LOCAL MATCH
A. OPERATING EXPENSES ¹										
Grant NE-2020-011-00										
1. Cost of Contracting	\$ 450,000.00	\$ 225,000.00	\$ 225,000.00	\$ 11,657.32	\$ 11,657.32	\$ 23,314.64	\$ 70,196.25	\$ 70,196.25	\$ 154,803.75	\$ 154,803.75
Subtotal - Operating Expenses	\$ 450,000.00	\$ 225,000.00	\$ 225,000.00	\$ 11,657.32	\$ 11,657.32	\$ 23,314.64	\$ 70,196.25	\$ 70,196.25	\$ 154,803.75	\$ 154,803.75
B. PROGRAM TOTAL BUDGET	\$ 450,000.00	\$ 225,000.00	\$ 225,000.00	\$ 11,657.32	\$ 11,657.32	\$ 23,314.64	\$ 70,196.25	\$ 70,196.25	\$ 154,803.75	\$ 154,803.75
				5%	5%	5%	31%	31%	69%	69%

¹ 5310 funding for Operating Expenses may not exceed 50% of the total cost.

FTA Section 5310 Project Status Report

Contract Details

Organization	Black Hills Works
Your Name	William White
Contract Number	21603100002
Billing Period	3/1/2021 to 3/31/2021

Work Completed

Trips Provided	301
Miles Traveled	10,611
Total Contract Trips to Date	1,962
Total Contract Miles to Date	69,632
Anticipated Trips Next Period	300

Attachments

Mileage Log	<input checked="" type="checkbox"/>
Employee Timesheet	<input checked="" type="checkbox"/>
Receipts	<input checked="" type="checkbox"/>
Other:	<input type="checkbox"/>

Additional Comments & Questions

Trips and mileage down due to Covid 19 quarantine issues on the base.

Billing Summary Budget

Project Name: 21603100002 Black Hills Works - Offutt Air Force Base

Contact Name: MAPA-BLACK HILLS WORKS

Billing Period: April 2021

	TOTAL	TOTAL	TOTAL	April 2021		TOTAL	Program to Date		Remaining	
BUDGET DETAIL	Year 1 Budget	BUDGET Federal	BUDGET Local Match	Federal Request	LOCAL MATCH	COST MONTH	Federal Request	LOCAL MATCH	Federal Request	LOCAL MATCH
A. OPERATING EXPENSES¹										
Grant NE-2020-011-00										
1. Drivers Wages	\$ 108,000.00	\$ 54,000.00	\$ 54,000.00	\$ 6,749.12	\$ 6,749.12	\$ 13,498.24	\$ 38,518.12	\$ 38,518.12	\$ 15,481.89	\$ 15,481.89
2. Benefits @ 15%	\$ 16,200.00	\$ 8,100.00	\$ 8,100.00	\$ 587.10	\$ 587.10	\$ 1,174.20	\$ 8,100.00	\$ 8,100.00	\$ -	\$ -
3. Other	\$ -	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -
4. Vehicle Mileage Expense	\$ 80,345.50	\$ 40,172.75	\$ 40,172.75	\$ 2,893.52	\$ 2,893.52	\$ 5,787.04	\$ 22,690.39	\$ 22,690.39	\$ 17,482.37	\$ 17,482.37
5. Indirect Cost Rate	\$ 20,454.55	\$ 10,227.28	\$ 10,227.28	\$ 971.83	\$ 971.83	\$ 1,943.65	\$ 6,584.31	\$ 6,584.31	\$ 3,642.97	\$ 3,642.97
Subtotal - Operating Expenses	\$ 225,000.05	\$ 112,500.03	\$ 112,500.03	\$ 11,201.57	\$ 11,201.57	\$ 22,403.13	\$ 75,892.81	\$ 75,892.81	\$ 36,607.22	\$ 36,607.22
B. PROGRAM TOTAL BUDGET	\$ 225,000.05	\$ 112,500.03	\$ 112,500.03	\$ 11,201.57	\$ 11,201.57	\$ 22,403.13	\$ 75,892.81	\$ 75,892.81	\$ 36,607.22	\$ 36,607.22
				10%	10%	10%	67%	67%	33%	33%

¹ 5310 funding for Operating Expenses may not exceed 50% of the total cost.

FTA Section 5310 Project Status Report

Contract Details

Organization	Black Hills Works
Your Name	William White
Contract Number	21603100002
Billing Period	4/1/2021 to 4/30/2021

Work Completed

Trips Provided	307
Miles Traveled	10,334
Total Contract Trips to Date	2,269
Total Contract Miles to Date	79,966
Anticipated Trips Next Period	310

Attachments

Mileage Log	<input checked="" type="checkbox"/>
Employee Timesheet	<input checked="" type="checkbox"/>
Receipts	<input checked="" type="checkbox"/>
Other:	<input type="checkbox"/>

Additional Comments & Questions

Billing Summary

Project Name: 21603100002 Black Hills Works - Offutt Air Force Base

Contact Name: MAPA-BLACK HILLS WORKS

Billing Period: April 2021

	TOTAL	TOTAL	TOTAL	April 2021		TOTAL	Program to Date		Remaining	
BUDGET DETAIL	Year 1 Budget	BUDGET Federal	BUDGET Local Match	Federal Request	LOCAL MATCH	COST MONTH	Federal Request	LOCAL MATCH	Federal Request	LOCAL MATCH
A. OPERATING EXPENSES ¹										
Grant NE-2020-011-00										
1. Cost of Contracting	\$ 450,000.00	\$ 225,000.00	\$ 225,000.00	\$ 14,179.51	\$ 14,179.51	\$ 28,359.02	\$ 84,375.76	\$ 84,375.76	\$ 140,624.24	\$ 140,624.24
Subtotal - Operating Expenses	\$ 450,000.00	\$ 225,000.00	\$ 225,000.00	\$ 14,179.51	\$ 14,179.51	\$ 28,359.02	\$ 84,375.76	\$ 84,375.76	\$ 140,624.24	\$ 140,624.24
B. PROGRAM TOTAL BUDGET	\$ 450,000.00	\$ 225,000.00	\$ 225,000.00	\$ 14,179.51	\$ 14,179.51	\$ 28,359.02	\$ 84,375.76	\$ 84,375.76	\$ 140,624.24	\$ 140,624.24
				6%	6%	6%	38%	38%	62%	62%

¹ 5310 funding for Operating Expenses may not exceed 50% of the total cost.

Billing Summary Budget

Project Name: 21603100002 Black Hills Works - Offutt Air Force Base

Contact Name: MAPA-BLACK HILLS WORKS

Billing Period: May 2021

	TOTAL	TOTAL	TOTAL	May 2021		TOTAL	Program to Date		Remaining	
BUDGET DETAIL	Year 1 Budget	BUDGET Federal	BUDGET Local Match	Federal Request	LOCAL MATCH	COST MONTH	Federal Request	LOCAL MATCH	Federal Request	LOCAL MATCH
A. OPERATING EXPENSES¹										
Grant NE-2020-011-00										
1. Drivers Wages	\$ 108,000.00	\$ 54,000.00	\$ 54,000.00	\$ 4,161.71	\$ 4,161.71	\$ 8,323.41	\$ 42,679.82	\$ 42,679.82	\$ 11,320.18	\$ 11,320.18
2. Benefits @ 15%	\$ 16,200.00	\$ 8,100.00	\$ 8,100.00	\$ -	\$ -	\$ -	\$ 8,100.00	\$ 8,100.00	\$ -	\$ -
3. Other	\$ -	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -
4. Vehicle Mileage Expense	\$ 80,345.50	\$ 40,172.75	\$ 40,172.75	\$ 2,880.08	\$ 2,880.08	\$ 5,760.16	\$ 25,570.47	\$ 25,570.47	\$ 14,602.29	\$ 14,602.29
5. Indirect Cost Rate	\$ 20,454.55	\$ 10,227.28	\$ 10,227.28	\$ 668.97	\$ 668.97	\$ 1,337.94	\$ 7,253.28	\$ 7,253.28	\$ 2,974.00	\$ 2,974.00
Subtotal - Operating Expenses	\$ 225,000.05	\$ 112,500.03	\$ 112,500.03	\$ 7,710.75	\$ 7,710.75	\$ 15,421.51	\$ 83,603.56	\$ 83,603.56	\$ 28,896.46	\$ 28,896.46
B. PROGRAM TOTAL BUDGET	\$ 225,000.05	\$ 112,500.03	\$ 112,500.03	\$ 7,710.75	\$ 7,710.75	\$ 15,421.51	\$ 83,603.56	\$ 83,603.56	\$ 28,896.46	\$ 28,896.46
				7%	7%	7%	74%	74%	26%	26%

¹ 5310 funding for Operating Expenses may not exceed 50% of the total cost.

FTA Section 5310 Project Status Report

Contract Details

Organization	Black Hills Works
Your Name	William White
Contract Number	21603100002
Billing Period	5/1/2021 to 5/31/2021

Work Completed

Trips Provided	326
Miles Traveled	10,286
Total Contract Trips to Date	2,595
Total Contract Miles to Date	90,252
Anticipated Trips Next Period	310

Attachments

Mileage Log	<input checked="" type="checkbox"/>
Employee Timesheet	<input checked="" type="checkbox"/>
Receipts	<input checked="" type="checkbox"/>
Other:	<input type="checkbox"/>

Additional Comments & Questions

Billing Summary

Project Name:										
Contact Name:	MAPA-BLACK HILLS WORKS									
Billing Period:	May 2021									
	TOTAL	TOTAL	TOTAL	May 2021		TOTAL	Program to Date		Remaining	
BUDGET DETAIL	Year 1 Budget	BUDGET Federal	BUDGET Local Match	Federal Request	LOCAL MATCH	COST MONTH	Federal Request	LOCAL MATCH	Federal Request	LOCAL MATCH
A. OPERATING EXPENSES¹										
Grant NE-2020-011-00										
1. Cost of Contracting	\$ 450,000.00	\$ 225,000.00	\$ 225,000.00	\$ 11,107.62	\$ 11,107.62	\$ 22,215.24	\$ 95,483.38	\$ 95,483.38	\$ 129,516.62	\$ 129,516.62
Subtotal - Operating Expenses	\$ 450,000.00	\$ 225,000.00	\$ 225,000.00	\$ 11,107.62	\$ 11,107.62	\$ 22,215.24	\$ 95,483.38	\$ 95,483.38	\$ 129,516.62	\$ 129,516.62
B. PROGRAM TOTAL BUDGET	\$ 450,000.00	\$ 225,000.00	\$ 225,000.00	\$ 11,107.62	\$ 11,107.62	\$ 22,215.24	\$ 95,483.38	\$ 95,483.38	\$ 129,516.62	\$ 129,516.62
				5%	5%	5%	42%	42%	58%	58%

¹ 5310 funding for Operating Expenses may not exceed 50% of the total cost.

Billing Summary Budget										
Project Name:		21603100002 Black Hills Works - Offutt Air Force Base								
Contact Name:		MAPA-BLACK HILLS WORKS								
Billing Period:		June 2021								
	TOTAL	TOTAL	TOTAL	June 2021		TOTAL	Program to Date		Remaining	
BUDGET DETAIL	Year 1 Budget	BUDGET Federal	BUDGET Local Match	Federal Request	LOCAL MATCH	COST MONTH	Federal Request	LOCAL MATCH	Federal Request	LOCAL MATCH
A. OPERATING EXPENSES ¹										
Grant NE-2020-011-00										
1. Drivers Wages	\$ 108,000.00	\$ 54,000.00	\$ 54,000.00	\$ 4,111.04	\$ 4,111.04	\$ 8,222.09	\$ 46,790.86	\$ 46,790.86	\$ 7,209.14	\$ 7,209.14
2. Benefits @ 15%	\$ 16,200.00	\$ 8,100.00	\$ 8,100.00	\$ -	\$ -	\$ -	\$ 8,100.00	\$ 8,100.00	\$ -	\$ -
3. Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Vehicle Mileage Expense	\$ 80,345.50	\$ 40,172.75	\$ 40,172.75	\$ 3,120.04	\$ 3,120.04	\$ 6,240.08	\$ 28,690.51	\$ 28,690.51	\$ 11,482.25	\$ 11,482.25
5. Indirect Cost Rate	\$ 20,454.55	\$ 10,227.28	\$ 10,227.28	\$ 686.95	\$ 686.95	\$ 1,373.91	\$ 7,940.23	\$ 7,940.23	\$ 2,287.05	\$ 2,287.05
Subtotal - Operating Expenses	\$ 225,000.05	\$ 112,500.03	\$ 112,500.03	\$ 7,918.04	\$ 7,918.04	\$ 15,836.07	\$ 91,521.60	\$ 91,521.60	\$ 20,978.43	\$ 20,978.43
B. PROGRAM TOTAL BUDGET	\$ 225,000.05	\$ 112,500.03	\$ 112,500.03	\$ 7,918.04	\$ 7,918.04	\$ 15,836.07	\$ 91,521.60	\$ 91,521.60	\$ 20,978.43	\$ 20,978.43
				7%	7%	7%	81%	81%	19%	19%

¹ 5310 funding for Operating Expenses may not exceed 50% of the total cost.

FTA Section 5310 Project Status Report

Contract Details

Organization	Black Hills Works
Your Name	William White
Contract Number	21603100002
Billing Period	6/1/2021 to 6/30/2021

Work Completed

Trips Provided	306
Miles Traveled	12,122
Total Contract Trips to Date	2,901
Total Contract Miles to Date	102,374
Anticipated Trips Next Period	310

Attachments

Mileage Log	<input checked="" type="checkbox"/>
Employee Timesheet	<input checked="" type="checkbox"/>
Receipts	<input checked="" type="checkbox"/>
Other:	<input type="checkbox"/>

Additional Comments & Questions

Billing Summary

Project Name:	21603100002 Black Hills Works - Offutt Air Force Base									
Contact Name:	MAPA-BLACK HILLS WORKS									
Billing Period:	March 2021									
	TOTAL	TOTAL	TOTAL	March 2021		TOTAL	Program to Date		Remaining	
BUDGET DETAIL	Year 1 Budget	BUDGET Federal	BUDGET Local Match	Federal Request	LOCAL MATCH	COST MONTH	Federal Request	LOCAL MATCH	Federal Request	LOCAL MATCH
A. OPERATING EXPENSES[†]										
Grant NE-2020-011-00										
1. Cost of Contracting	\$ 450,000.00	\$ 225,000.00	\$ 225,000.00	\$ 11,657.32	\$ 11,657.32	\$ 23,314.64	\$ 70,196.25	\$ 70,196.25	\$ 154,803.75	\$ 154,803.75
Subtotal - Operating Expenses	\$ 450,000.00	\$ 225,000.00	\$ 225,000.00	\$ 11,657.32	\$ 11,657.32	\$ 23,314.64	\$ 70,196.25	\$ 70,196.25	\$ 154,803.75	\$ 154,803.75
B. PROGRAM TOTAL BUDGET	\$ 450,000.00	\$ 225,000.00	\$ 225,000.00	\$ 11,657.32	\$ 11,657.32	\$ 23,314.64	\$ 70,196.25	\$ 70,196.25	\$ 154,803.75	\$ 154,803.75
				5%	5%	5%	31%	31%	69%	69%

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

Billing Summary Budget

Project Name: 21603100002 Black Hills Works - Offutt Air Force Base

Contact Name: MAPA-BLACK HILLS WORKS

Billing Period: July 2021

	TOTAL	TOTAL	TOTAL	July 2021		TOTAL	Program to Date		Remaining	
BUDGET DETAIL	Year 1 Budget	BUDGET Federal	BUDGET Local Match	Federal Request	LOCAL MATCH	COST MONTH	Federal Request	LOCAL MATCH	Federal Request	LOCAL MATCH
A. OPERATING EXPENSES¹										
Grant NE-2020-011-00										
1. Drivers Wages	\$ 108,000.00	\$ 54,000.00	\$ 54,000.00	\$ 4,489.83	\$ 4,489.83	\$ 8,979.65	\$ 51,280.69	\$ 51,280.69	\$ 2,719.31	\$ 2,719.31
2. Benefits @ 15%	\$ 16,200.00	\$ 8,100.00	\$ 8,100.00	\$ -	\$ -	\$ -	\$ 8,100.00	\$ 8,100.00	\$ -	\$ -
3. Other	\$ -	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -
4. Vehicle Mileage Expense	\$ 80,345.50	\$ 40,172.75	\$ 40,172.75	\$ 3,026.24	\$ 3,026.24	\$ 6,052.48	\$ 31,716.75	\$ 31,716.75	\$ 8,456.01	\$ 8,456.01
5. Indirect Cost Rate	\$ 20,454.55	\$ 10,227.28	\$ 10,227.28	\$ 714.03	\$ 714.03	\$ 1,428.05	\$ 8,654.26	\$ 8,654.26	\$ 1,573.02	\$ 1,573.02
Subtotal - Operating Expenses	\$ 225,000.05	\$ 112,500.03	\$ 112,500.03	\$ 8,230.09	\$ 8,230.09	\$ 16,460.18	\$ 99,751.69	\$ 99,751.69	\$ 12,748.34	\$ 12,748.34
B. PROGRAM TOTAL BUDGET	\$ 225,000.05	\$ 112,500.03	\$ 112,500.03	\$ 8,230.09	\$ 8,230.09	\$ 16,460.18	\$ 99,751.69	\$ 99,751.69	\$ 12,748.34	\$ 12,748.34
				7%	7%	7%	89%	89%	11%	11%

¹ 5310 funding for Operating Expenses may not exceed 50% of the total cost.



FTA Section 5310 Project Status Report

Contract Details

Organization	Black Hills Works
Your Name	William White
Contract Number	21603100002
Billing Period	7/1/2021 to 7/31/2021

Work Completed

Trips Provided	297
Miles Traveled	10808
Total Contract Trips to Date	3198
Total Contract Miles to Date	113,182
Anticipated Trips Next Period	310

Attachments

Mileage Log	<input checked="" type="checkbox"/>
Employee Timesheet	<input checked="" type="checkbox"/>
Receipts	<input checked="" type="checkbox"/>
Other:	<input type="checkbox"/>

Additional Comments & Questions

Billing Summary Budget

Project Name: 21603100002 Black Hills Works - Offutt Air Force Base

Contact Name: MAPA-BLACK HILLS WORKS

Billing Period: August 2021

	TOTAL	TOTAL	TOTAL	August 2021		TOTAL	Program to Date		Remaining	
BUDGET DETAIL	Year 1 Budget	BUDGET Federal	BUDGET Local Match	Federal Request	LOCAL MATCH	COST MONTH	Federal Request	LOCAL MATCH	Federal Request	LOCAL MATCH
A. OPERATING EXPENSES¹										
Grant NE-2020-011-00										
1. Drivers Wages	\$ 108,000.00	\$ 54,000.00	\$ 54,000.00	\$ 2,719.31	\$ 2,719.31	\$ 5,438.62	\$ 54,000.00	\$ 54,000.00	\$ 0.00	\$ 0.00
2. Benefits @ 15%	\$ 16,200.00	\$ 8,100.00	\$ 8,100.00	\$ -	\$ -	\$ -	\$ 8,100.00	\$ 8,100.00	\$ -	\$ -
3. Other	\$ -	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -
4. Vehicle Mileage Expense	\$ 80,345.50	\$ 40,172.75	\$ 40,172.75	\$ 3,103.80	\$ 3,103.80	\$ 6,207.60	\$ 34,820.55	\$ 34,820.55	\$ 5,352.20	\$ 5,352.20
5. Indirect Cost Rate	\$ 20,454.55	\$ 10,227.28	\$ 10,227.28	\$ 553.20	\$ 553.20	\$ 1,106.39	\$ 9,207.45	\$ 9,207.45	\$ 1,019.82	\$ 1,019.82
Subtotal - Operating Expenses	\$ 225,000.05	\$ 112,500.03	\$ 112,500.03	\$ 6,376.31	\$ 6,376.31	\$ 12,752.61	\$ 106,127.99	\$ 106,127.99	\$ 6,372.03	\$ 6,372.03
B. PROGRAM TOTAL BUDGET	\$ 225,000.05	\$ 112,500.03	\$ 112,500.03	\$ 6,376.31	\$ 6,376.31	\$ 12,752.61	\$ 106,127.99	\$ 106,127.99	\$ 6,372.03	\$ 6,372.03
				6%	6%	6%	94%	94%	6%	6%

¹ 5310 funding for Operating Expenses may not exceed 50% of the total cost.



Omaha - Council Bluffs
Metropolitan Area
Planning Agency

FTA Section 5310 Project Status Report

Contract Details

Organization	Black Hills Works
Your Name	William White
Contract Number	21603100002
Billing Period	8/1/2021 to 8/31/2021

Work Completed

Trips Provided	341
Miles Traveled	11162
Total Contract Trips to Date	3539
Total Contract Miles to Date	124,344
Anticipated Trips Next Period	310

Attachments

Mileage Log	<input checked="" type="checkbox"/>
Employee Timesheet	<input checked="" type="checkbox"/>
Receipts	<input checked="" type="checkbox"/>
Other:	<input type="checkbox"/>

Additional Comments & Questions

Billing Summary Budget

Project Name:	21603100002 Black Hills Works - Offutt Air Force Base									
Contact Name:	MAPA-BLACK HILLS WORKS									
Billing Period:	September 2021									
	TOTAL	TOTAL	TOTAL	September 2021		TOTAL	Program to Date		Remaining	
BUDGET DETAIL	Year 2 Budget	BUDGET Federal	BUDGET Local Match	Federal Request	LOCAL MATCH	COST MONTH	Federal Request	LOCAL MATCH	Federal Request	LOCAL MATCH
A. OPERATING EXPENSES¹										
Grant NE-2020-011-00										
1. Drivers Wages	\$ 108,000.00	\$ 54,000.00	\$ 54,000.00	\$ 4,341.35	\$ 4,341.35	\$ 8,682.70	\$ 4,341.35	\$ 4,341.35	\$ 49,658.65	\$ 49,658.65
2. Benefits @ 15%	\$ 16,200.00	\$ 8,100.00	\$ 8,100.00	\$ 1,646.99	\$ 1,646.99	\$ 3,293.97	\$ 1,646.99	\$ 1,646.99	\$ 6,453.02	\$ 6,453.02
3. Other	\$ -	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -
4. Vehicle Mileage Expense	\$ 80,345.50	\$ 40,172.75	\$ 40,172.75	\$ 3,087.28	\$ 3,087.28	\$ 6,174.56	\$ 3,087.28	\$ 3,087.28	\$ 37,085.47	\$ 37,085.47
5. Indirect Cost Rate	\$ 20,454.55	\$ 10,227.28	\$ 10,227.28	\$ 862.18	\$ 862.18	\$ 1,724.37	\$ 862.18	\$ 862.18	\$ 9,365.09	\$ 9,365.09
Subtotal - Operating Expenses	\$ 225,000.05	\$ 112,500.03	\$ 112,500.03	\$ 9,937.80	\$ 9,937.80	\$ 19,875.60	\$ 9,937.80	\$ 9,937.80	\$ 102,562.23	\$ 102,562.23
B. PROGRAM TOTAL BUDGET	\$ 225,000.05	\$ 112,500.03	\$ 112,500.03	\$ 9,937.80	\$ 9,937.80	\$ 19,875.60	\$ 9,937.80	\$ 9,937.80	\$ 102,562.23	\$ 102,562.23
				9%	9%	9%	9%	9%	91%	91%

¹ 5310 funding for Operating Expenses may not exceed 50% of the total cost.



Omaha - Council Bluffs
Metropolitan Area
Planning Agency

FTA Section 5310 Project Status Report

Contract Details

Organization	Black Hills Works
Your Name	William White
Contract Number	21603100002
Billing Period	9/1/2021 to 9/30/2021

Work Completed

Trips Provided	292
Miles Traveled	10,949
Total Contract Trips to Date	3831
Total Contract Miles to Date	135,293
Anticipated Trips Next Period	310

Attachments

Mileage Log	<input checked="" type="checkbox"/>
Employee Timesheet	<input checked="" type="checkbox"/>
Receipts	<input checked="" type="checkbox"/>
Other:	<input type="checkbox"/>

Additional Comments & Questions

Cost Breakdown Form

for Actual Cost Plus Fixed Fee (CPFF) Agreements

Company Name:	HDR Engineering, Inc.		
1. Control No.:	22836A	Project No.:	MAPA-28(135)
Project Location:	MAPA Develop Public Engagement Plan & Database		
Agreement No.:	UK2106	2. Expiration Date:	6/30/2022
Invoice No.:	1200380093	Invoice Date:	10/7/2021
% Work Completed:	See attached		
Current Billing Period:	8/29/2021	thru	9/25/2021

AGR # UK2106	3. Direct Labor Costs	All Other Costs	Max Fixed Fee (Profit)	Total Contract Amount
Amount thru sup # 000	\$94,490.06	\$179,422.09	\$28,013.66	\$301,925.81
		Amount		
		This Period	Previously Billed	To Date
Direct Labor Costs		\$4,630.85	\$8,929.24	\$13,560.09
Overhead @ 147.06%	of direct labor	\$6,810.13	\$13,131.35	\$19,941.48
Fixed Fee @ 12.00%	of labor+overhead	\$1,372.92	\$2,647.28	\$4,020.20
FCCM @ 0.254%	of direct labor	\$11.74	\$22.64	\$34.38
Direct Costs (Non-Labor)		\$276.00	\$0.00	\$276.00
Outside Services (Subconsultants):				
<u>Name</u>	<u>Max Amount</u>			
SB Friedman	\$17,370.00		\$0.00	
Steve Jensen	\$8,000.00		\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
Comments:			\$0.00	
			\$0.00	
Adjustments:				
Overhead			\$0.00	
Fixed Fee for profit			\$0.00	
FCCM			\$0.00	
Other:			\$0.00	
Total Amount DUE >>		\$13,101.64	\$24,730.51	\$37,832.15

By submitting this form electronically to State, Consultant certifies submitted costs are actual and allowed by contract.		Total Agreement Amount Remaining:	\$264,093.66
		Total Fixed Fee Remaining:	\$23,993.46
Signature (typed or signed name required):	Title:	Date:	
Jason Carbee	Project Manager	10/7/2021	
Consultant's email contact for invoice-related questions: <u>jason.carbee@hdrinc.com</u>			

Invoice



HDR Engineering, Inc.
1917 S. 67th Street
Omaha, NE 68106
(402)399-1000

Metro Area Planning Agency
c/o Nebraska Department of Transportation
P.O. Box 94759
Lincoln, Nebraska 68509
Attn: Craig Wacker

cc: cbarber@mapacog.org
bsmith@mapacog.org ; nbarrett@mapacog.org

<u>Invoice No.</u>	1200380093	
<u>Invoice Date</u>	10/7/2021	
<u>Period Ending</u>	9/25/2021	
<u>Project No.</u>	10311000	\$13,101.64
<u>Client No.</u>		

NTP 06/18/2020

Exp Date 09/30/2020

MAPA Develop Public Engagement Plan & Database
Project No. MAPA-28(135)
Control No. 22836A; Agreement UK2106

Professional engineering services.

(Period August 29, 2021 to September 25, 2021)

Direct Salary Costs (per attached)	=		\$4,630.85		\$4,630.85
Overhead: 147.06% x		\$4,630.85 =			\$6,810.13
		Sub-Total			\$11,440.98

Profit:					
\$11,440.98 x	12.00%	=	\$1,372.92		\$1,372.92

Facilities Cost of Capital:	0.002536 x	\$4,630.85 =			\$11.74
-----------------------------	------------	--------------	--	--	---------

Travel Expenses (per attached)					\$0.00
Other Expenses (per attached)					\$276.00
					\$276.00

Subconsultants (per attached)					\$0.00
-------------------------------	--	--	--	--	--------

Total Expenses	\$276.00
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SUMMARY

Maximum Actual Cost Limit:	\$273,912.15
Fixed Fee:	\$28,013.66
Maximum Contract Amount:	\$301,925.81

Fee Billed to Date:	\$33,811.95
Fixed Fee Billed to Date:	\$4,020.20
Total Billed to Date:	\$37,832.15

Please send remittance with copy of invoice to:
P.O. Box 74008202
Chicago, IL 60674-8202

Amount Due This Invoice	\$13,101.64
--------------------------------	--------------------

403 Railroad Avenue
Glenwood IA 51534

Invoice #: 2020-046
Invoice Date: 9/28/2021

Metropolitan Area Planning Agency
2222 Cuming Street
Omaha, Ne 68102-4328

P.O. Number:

Project	Description	Amount
	EDA COVID Regional Partnership Quarter #1	5,550.00
Total		\$5,550.00
Payments/Credits		\$0.00
Balance Due		\$5,550.00

403 Railroad Avenue
Glenwood IA 51534

Invoice #: 2020-047
Invoice Date: 9/28/2021

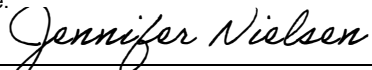
Metropolitan Area Planning Agency
2222 Cuming Street
Omaha, Ne 68102-4328

Project	Description	Amount
	EDA COVID Regional Partnership Quarter #2	5,550.00

Total	\$5,550.00
Payments/Credits	\$0.00
Balance Due	\$5,550.00

Cost Breakdown Form

for Actual Cost Plus Fixed Fee Agreements

Company Name:	City of Omaha		
Address:	1819 Farnam Street, Suite 1100		
Project No.:	310 Omaha Planning - FY 2022		
Project Location:	OMAHA, NE		
Control No.:			
Agreement No.:	MAPA contract #		
Invoice No. and Date:	28392 9/30/2021		
Progress Report Date:	9/30/2021		
% Work Completed:	SEE ATTACHED SUMMARY		
Current Billing Period:	Jul-Sep 2021		
Actual Cost plus Fixed Fee Amount ➤	Limiting Max. Amount \$40,005.00	Fixed Fee for Profit	Total Contract Amount \$40,005.00
	Amount		
	This Period	Previously Billed	To Date
Direct Labor	\$7,408.39		\$7,408.39
Overhead @ % of Direct Labor	\$0.00		\$0.00
Fixed Fee = % of Labor and Overhead	\$0.00		\$0.00
FCCM @ % of Direct Labor	\$0.00		\$0.00
Direct Non-Labor Costs			\$0.00
Indirect Costs			\$0.00
Outside Services (<i>Subconsultants</i>)			
Travel & Training	\$644.00	\$0.00	\$644.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Subtotal – Outside Services	\$644.00	\$0.00	\$644.00
Total Amount Due ➤	\$8,052.39	\$0.00	\$8,052.39
<i>I certify that the billed amounts are actual and in agreement with the contract terms.</i>		Balance:	\$31,952.61
Signature: 	Title: Operations Manager		Date: 10/13/2021

City of Omaha

1819 Farnam St. Billing Div.
Omaha NE 68183
Contact : (402) 444-5453

Remit To :

City of Omaha Cashier
RM H10
1819 Farnam St.
Omaha NE 68183

Bill To :
MAPA
GREG YOEELL, DIRECTOR
2222 CUMING ST
OMAHA NE 68102

Ship To :

Customer Number : 28392

Invoice Number :	210846	Terms :	30 NET
Transaction Type :	PUPlanningRKS	Total due :	\$ 8,052.39

PLEASE RETURN TOP PORTION WITH REMITTANCE

Item No	Description	Qty Invoiced	Unit Price	Extended Price
1	JULY-SEPTEMBER 2021	1	7408.39	7408.39
2	JULY-SEPTEMBER 2021	1	476.00	476.00
3	JULY-SEPTEMBER 2021	1	168.00	168.00
	SPECIAL INSTRUCTIONS	DUE DATE		TOTAL DUE
	Invoice Number : 210846	12-NOV-21		\$8,052.39

City of Omaha Cashier
RM H10
1819 Farnam St.
Omaha NE 68183

Attn: Accounts Payable
MAPA
GREG YOEELL, DIRECTOR
2222 CUMING ST
OMAHA NE 68102

2021-2022 Budget

Item		Total	Federal (70%)	Local (30%)	JULY - SEPT 2021	Oct- Dec 2021	Jan-Mar 2022	Apr-Jun 2022	Total Spent	Amount left
<i>Direct Costs</i>										
Non-personnel, Training,Travel, Services		\$7,500.00	\$5,250.00	\$2,250.00	919.60	-			919.60	6,580.40
<i>Personnel Costs</i>										
Effective Rate										
Hours										
652		\$49,650.00	\$34,755.00	\$14,895.00	10,583.41				10,583.41	39,066.59
Total		\$57,150.00	\$40,005.00	\$17,145.00	11,503.01	-	-	-	11,503.01	45,646.99

Cost Breakdown Form for Actual Cost Plus Fixed Fee Agreements

Company Name:	Pottawattamie County		
Address:	227 S 6 th St, Council Bluffs, IA 51501		
Employer (FEIN) No.:	42-6004433		
Project No.:	22903100001		
Project Location:	xxxxxxx		
Control No.:	xxxxxxx		
Agreement No.:	xxxxxxx		
Invoice No. and Date:	20211013 and October 13, 2021		
Progress Report Date:	October 13, 2021		
% Work Completed:	39.3%		
Current Billing Period:	7/1/2021 to 9/30/2021		
Actual Cost plus Fixed Fee Amount ➤	Limiting Max. Amount \$30,000.00	Fixed Fee for Profit	Total Contract Amount \$30,000.00
	Amount		
	This Period	Previously Billed	To Date
Direct Labor	\$11,783.21	\$0.00	\$11,783.21
Overhead @ % of Direct Labor	\$0.00		\$0.00
Fixed Fee = % of Labor and Overhead	\$0.00		\$0.00
FCCM @ % of Direct Labor	\$0.00		\$0.00
Direct Non-Labor Costs			\$0.00
Indirect Costs			\$0.00
Outside Services (<i>Subconsultants</i>)			
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Subtotal – Outside Services	\$0.00	\$0.00	\$0.00
Total Amount Due ➤	\$11,783.21	\$0.00	\$11,783.21
<i>I certify that the billed amounts are actual and in agreement with the contract terms.</i>		Balance:	\$18,216.79
Signature: <i>David Bayer</i>	Title: Chief Information Officer		Date: 10/13/2021

Progress Report Form

Work Completed for Current Billing Period:

- Road Centerline Edits
- Road Right-of-Way Edits
- Land Records Edits (see table below)
- Section Corner Edits
- Basemap Edits
- Website Maintenance both public facing and internal sites – for a list and access to all our public-facing sites please visit <https://gis.pottcounty-ia.gov>
- NRI Meetings and Data Uploading/Sharing

Month	New or Modified Parcels	Subdivisions	Surveys
Jul-21	28	1	19
Aug-21	18	1	20
Sep-21	45	0	15

Anticipated Work for Next Billing Period: The same or similar

Information Needed from MAPA/IDOT: None anticipated

Percent of Work Completed to Date: 39.3%

Outstanding Issues: None

Cost Breakdown Form

for Maximum Not-to-Exceed (MNT) Agreements

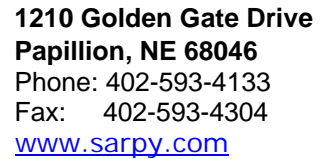
Company Name:	Sarpy County - Contract # 2060310001		
Control No.:	01020M	Project No.:	PLM-1 (58)
Project Location:	Sarpy County, NE		
Agreement No.:	PL2003	Expire Date:	June 30, 2022
Invoice No.:	2022-1	Invoice Date:	September 30, 2021
% Work Completed:	25%		
Current Billing Period:	7/1/2021	thru	9/30/2021

Agreement No:	PL2003	Maximum Not-to-Exceed Amount	\$57,403.00
Agreement amount thru supplement #	000		

	Amount		
	This Period	Previously Billed	To Date
Direct Labor	\$24,136.85	\$0.00	\$24,136.85
Overhead @ of direct labor	\$0.00		
Profit @ of labor+overhead	\$0.00		
FCCM @ of direct labor	\$0.00		
Other Labor (Fixed Billing Rates)			
Direct Costs (Non-Labor)			
Outside Services (Subconsultants):			
Name Max Amount			
Adjustments:			
Overhead			
Fixed Fee for profit			
FCCM			
Description: Matching Funds	(\$7,241.04)	\$0.00	(\$7,241.04)

Total Amount DUE >>	\$16,895.81	\$0.00	\$16,895.81
----------------------------------	--------------------	---------------	--------------------

By submitting this form electronically to State, Consultant certifies submitted costs are actual and allowed by contract.		Total Agreement Amount Remaining:	\$40,507.19
Signature (typed or signed name required):	Title:	Date:	
William E. Conley	Chief Financial Officer		
Consultant's email contact for invoice-related questions:			



Company: MAPA
Address: amorales@mapaco.org
Address: 222 Cuming Street
City, State, Zip: Omaha, NE 68102
Attn: Amanda Morales

DUE DATE: upon receipt

Payments/Credits	\$ -
TOTAL DUE	\$ 16,895.81



PURCHASE ORDER

Date 10/08/2021
Vendor Blackbaud
Submitted By Barrett, Natasha
M
Payment Method Check

Purpose Financial Edge NXT Renewal 9.27.2021 - 9.27.2022

Quantity	Unit Price	Description	Billing	Total Price
1	\$13,097.44	1 year Renewal	98000-Fiscal Management 01:Region (COG) 16INDC01-970-990 Projects	\$13,097.44
1	-\$96.61	Credit Memo	98000-Fiscal Management 01:Region (COG) 16INDC01-970-990 Projects	-\$96.61

Tax Amount \$0.00
Shipping Amount \$0.00
Other Amount -\$96.61
Submitted Cost \$13,000.83
Actual Cost

Department Manager



10/08/2021 Matt Eash

Executive Director (if over \$100)



10/08/2021 Michael Helgerson

Treasurer/Finance Committee (if over \$5,000)

Date

MAPA Board Chair/Member (if over \$10,000)

Date



65 Fairchild Street
Charleston, SC 29492

RENEWAL INVOICE

Invoice Number: INV-006123

Site ID: 39755

Quote Number: Q-172426

Natasha Barrett
Metropolitan Area Planning Agency
2222 Cuming St
Omaha, NE 68102-4328
United States of America

Metropolitan Area Planning Agency
2222 Cuming St
Omaha, NE 68102-4328
United States of America

Invoice Total (USD): 13,097.44

Invoice Date: 08/31/2021

Due Date: 09/30/2021

Invoice Number: INV-006123

Payment Terms: Net 30

Site ID: 39755

Subscription

FE NXT Learn More
Quote Number: Q-172426
09-28-2021 - 09-27-2022
Original Quantity: 1.00

5,275.60

FE NXT Pro Offer
Quote Number: Q-172426
09-28-2021 - 09-27-2022
Original Quantity: 4.00

7,821.84

Sub Total	13,097.44 USD
Tax	0.00 USD
Invoice Total	13,097.44 USD

Please remit payment to:

BLACKBAUD INC.
PO Box 844827
Boston, MA 02284-4827

To ensure proper application of your payment, please include:
Invoice number INV-006123 and Site ID 39755.

For billing inquiries, see our FAQ's on
<https://www.blackbaud.com/billingfaqs>, or
call (800) 468-8996 select option 4

Payment of this invoice indicates your willingness to be bound by the Standard Blackbaud Terms and Conditions available on
<https://www.blackbaud.com/terms>, except as stated in the applicable Order Form.



65 Fairchild Street, Charleston SC 29492

165083-6.22 0 7283-1.2 1oz

 NATASHA BARRETT
METROPOLITAN AREA PLANNING AGENCY
2222 CUMING ST
OMAHA NE 68102 - 4328


Credit Memo

(Do not remit payment)

Credit number: 92136539
Site ID: 39755
Quote number: Q-155361
PO Number:



Sold to: Metropolitan Area Planning Agency
2222 Cuming St
Omaha NE 68102-4328

Credit total (USD): \$96.61-

Due date:

Payment terms:

Credit date: 07/26/2021

Credit number: 92136539

Customer number: 1000116782

Subscription

FE NXT Payroll

07/31/2021 - 09/27/2021

96.61-

MAPA Expense Authorization Voucher	
Date <u>7-26-21</u>	Amt. <u>96.61</u>
Project <u>99000-03</u>	
Account <u>10-5310</u>	
Grant <u>10 INDCOI</u>	
Acctg. Dir. <u>AM</u>	
Exec. Dir. <u>AK</u>	
Treasurer <u>PR</u>	

Subtotal: \$96.61-

Taxes: \$0.00

Credit Total (USD): \$96.61-

Do not remit payment

To chat with us and view our FAQ's visit
<https://www.blackbaud.com/billingfaqs>, or call 1-800-468-8996
and select option 4.
Unused value of this credit memo expires one year from issue date.

Payment of this invoice indicates your willingness to be bound by the Standard Blackbaud Terms and Conditions available on <https://www.blackbaud.com/terms>, except as stated in the applicable Order Form.



RESOLUTION NUMBER 2022 - 09

**MAPA RESOLUTION APPROVING AN AMENDMENT TO SERVICE AGREEMENT
WITH THE CITY OF PACIFIC JUNCTION.**

- WHEREAS, On March 26, 2020, the MAPA Board of Directors approved a service agreement with the City of Pacific Junction to assist in the acquisition and demolition of flood damage properties funded under grant award 2019-FRF-0007; and
- WHEREAS, said service agreement estimated a total of 25 properties could be acquired and demolished using said funding; and
- WHEREAS, based on costs incurred to date, it's now estimated a total of 35 properties could be potentially acquired; and
- WHEREAS, an amendment to the service agreement has been prepared which increases the number of acquisitions to 35 and revised the not to exceed limits to \$140,000.
- WHEREAS, the MAPA Board of Directors finds approval of the proposed amendment to the service agreement is in the best interest of the MAPA region.

NOW THEREFORE BE IT RESOLVED, the Board of Directors of the MAPA hereby approves the amendments to the service agreement between MAPA and the City of Pacific Junction.

Passed this 29th day of October, 2021.

Doug Kindig, Chairperson
MAPA Board of Directors

**AMENDMENT TO AGREEMENT FOR SERVICE
BETWEEN THE METROPOLITAN AREA PLANNING AGENCY AND THE CITY OF PACIFIC JUNCTION**

This amendment modifies the Agreement for Service between the Metropolitan Area Planning Agency (MAPA) and the City of Pacific Junction (City) executed on April 6, 2020. This Amendment does not take effect until signed by both parties.

1. MAPA and City agree to modify paragraph 5 of the Agreement for Service as follows:

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 and 3) Property acquisition and demolition services of \$4,000 per property acquired not to exceed ~~\$100,000~~ \$140,000 (~~25~~ 35 properties).

~~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.~~

2. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms.

Doug Kindig, Board Chair
Metropolitan Area Planning Agency

Date

Andy Young, Mayor
City of Pacific Junction

Date

Agreement No.	UK2005-02	
Effective (NTP) Date		
Supplement Amount	\$0.00	
Total Agreement Amount	CPFF	\$366,807.00

PROFESSIONAL SERVICES AGREEMENT
SUPPLEMENT NO. 2

OMAHA-COUNCIL BLUFFS METROPOLITAN
AREA PLANNING AGENCY
ALFRED BENESCH AND COMPANY
PROJECT NO. PLM-1(57)
CONTROL NO. 01001M
SARPY COUNTY 1-80 INTERCHANGE PLANNING STUDY

THIS SUPPLEMENTAL AGREEMENT is between the Omaha-Council Bluffs Metropolitan Are Planning Agency ("MPO") and Alfred Benesch and Company ("Consultant"), collectively referred to as the "Parties".

WHEREAS, Consultant and MPO entered into an agreement ("Original Agreement") executed by MPO on March 4, 2020 for Consultant to provide Sarpy County I-80 Interchange Planning Study for MPO’s project, and Supplemental Agreement #1 executed by MPO on February 25, 2021 for Consultant to provide virtual public engagement for MPO’s project, and

WHEREAS, it is necessary that a reduction in scope for alternate screening be added under this Supplemental Agreement, and

WHEREAS, it is necessary to increase Consultant's compensation by this Supplemental Agreement for the additional work necessary to complete the project, and

WHEREAS, MPO desires that this project be developed and constructed under the designation of Project No. PLM-1(57) and formally authorizes the signing of this Agreement, as evidenced by the Resolution of MPO dated _____ day of _____, 20____, attached as Exhibit “N” and incorporated herein by this reference.

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

SECTION 1. SCOPE OF SERVICES

Consultant will perform the additional work as set out in Exhibit “L”, Scope of Services, attached and incorporated herein by this reference.

SECTION 2. NOTICE TO PROCEED AND COMPLETION

- 2.1 MPO will issue Consultant a written Notice-to-Proceed upon full execution of this Supplemental Agreement. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.
- 2.2 Consultant will complete all work stipulated in the Original Agreement, Supplemental Agreement(s) #1, and this Supplemental Agreement by March 31, 2022.

SECTION 3. FEES AND PAYMENTS

Section 2. in Exhibit “C” of the Original Agreement, as amended in supplement(s) 1 in Exhibit "K" is hereby amended in accordance with Exhibit “M” and as shown below.

Previous Amount*	This Supplement Amount	Amended Agreement Amount	
\$ 58,033.60	\$ 58,033.60	\$ 0.00	For actual direct labor costs
\$289,681.89	\$289,681.89	\$ 0.00	For indirect labor costs & direct expenses
\$ 19,091.51	\$ 19,091.51	\$ 0.00	For a fixed fee for profit
\$ 366,807.00	\$366,807.00	\$ 0.00	Total agreement amount

*includes all prior supplements

SECTION 4. CONFIDENTIAL INFORMATION

Documents submitted to MPO, including invoices, supporting documentation, and other information are subject to disclosure by MPO under the Nebraska Public Records Act found at Neb. Rev. Stat. § 84-712 et.seq. Accordingly, Consultant shall redact or not submit to MPO information that is confidential, including, but not limited to, financial information such as social security numbers, tax ID numbers, or bank account numbers. Consultant understands that MPO does not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against MPO for the disclosure of such information.

SECTION 5. CONSULTANT CERTIFICATION AND REAFFIRMATION

The undersigned duly authorized representative of Consultant, by signing this Supplemental Agreement, hereby reaffirms, under penalty of law, the truth of the certifications set out in the Original Agreement and all Supplements thereto, including this Supplement. Further, Consultant has a duty to inform MPO of any material changes in the accuracy of all assertions set out in the Original Agreement and all Supplements thereto.

SECTION 6. CERTIFICATION BY MPO

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

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

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

SECTION 7. ENTIRE AGREEMENT

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

PROFESSIONAL SERVICES AGREEMENT – SUPPLEMENT

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

EXECUTED by Consultant this _____ day of _____, 2021.

ALFRED BENESCH & COMPANY
Jeffery A. Sockel

Senior Vice President

STATE OF (42))
)ss.
(43) COUNTY)

Subscribed and sworn to before me this _____ day of _____, 2021.

Notary Public

EXECUTED by MPO this _____ day of _____, 2021.

OMAHA – COUNCIL BLUFFS
METROPOLITAN PLANNING AGENCY
Michael Helgerson

Executive Director

Subscribed and sworn to before me this _____ day of _____, 2021.

Executive Administrator

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Form of Agreement approved for
Federal Funding Eligibility
Ryan Huff

Strategic Planning Manager

ATTACHMENT L: Scope of Services

Sarpy County I-80 Interchange Planning & Environmental Linkages Study

February 27, 2020
First Revision January 2021
Second Revision October 2021

Metropolitan Area Planning Agency

TABLE OF CONTENTS

	<u>Page No.</u>
INTRODUCTION AND STUDY OBJECTIVES	i
 1.0 PROJECT MANAGEMENT AND COORDINATION	 1-1
1.1 Project Management Plan	1-1
1.2 Project Controls, Administration and Contract Administration	1-2
1.2.1 Schedule	1-2
1.2.2 Invoicing and Progress Reporting.....	1-2
1.2.3 Budget Tracking.....	1-2
1.3 Data Sharing Protocols	1-2
1.4 Kickoff Meeting.....	1-2
1.5 Core Team Meetings.....	1-2
1.6 Internal Project Team Meetings.....	1-3
1.7 Technical Advisory Group Meetings.....	1-3
1.8 Community Advisory Group Meetings	1-3
1.9 Miscellaneous Meetings/Presentations	1-3
 2.0 STUDY AREA CONDITION ASSESSMENT.....	 2-1
2.1 Planning Context.....	2-1
2.2 Resource Agency Scoping/Coordination.....	2-1
2.3 Transportation System Condition Assessment	2-2
2.4 Environmental and Land Use Condition Assessment.....	2-2
2.5 Study Area Condition Assessment Report.....	2-3
2.5.1 Draft Study Area Condition Assessment Report	2-3
2.5.2 Final Study Area Condition Assessment Report	2-3
 3.0 OUTREACH AND PUBLIC ENGAGEMENT.....	 3-1
3.1 Public Involvement Plan	3-1
3.2 Public Involvement Deployment	3-1
3.2.1 Community Advisory Group Meetings	3-1
3.2.2 Public Meetings	3-2
3.2.3 Email Marketing	3-2
3.2.4 Online Commenting.....	3-2
3.2.5 Social Media	3-2
3.2.6 Press Releases	3-2
3.3 Public Outreach Documentation.....	3-3
 4.0 TRANSPORTATION MODELING AND TRAFFIC ANALYSIS.....	 4-1
4.1 Methods and Assumptions Document	4-1
4.2 Regional Travel Demand Modeling.....	4-2
4.2.1 Review Current MAPA Model	4-2
4.2.2 Model Post-Processing.....	4-2

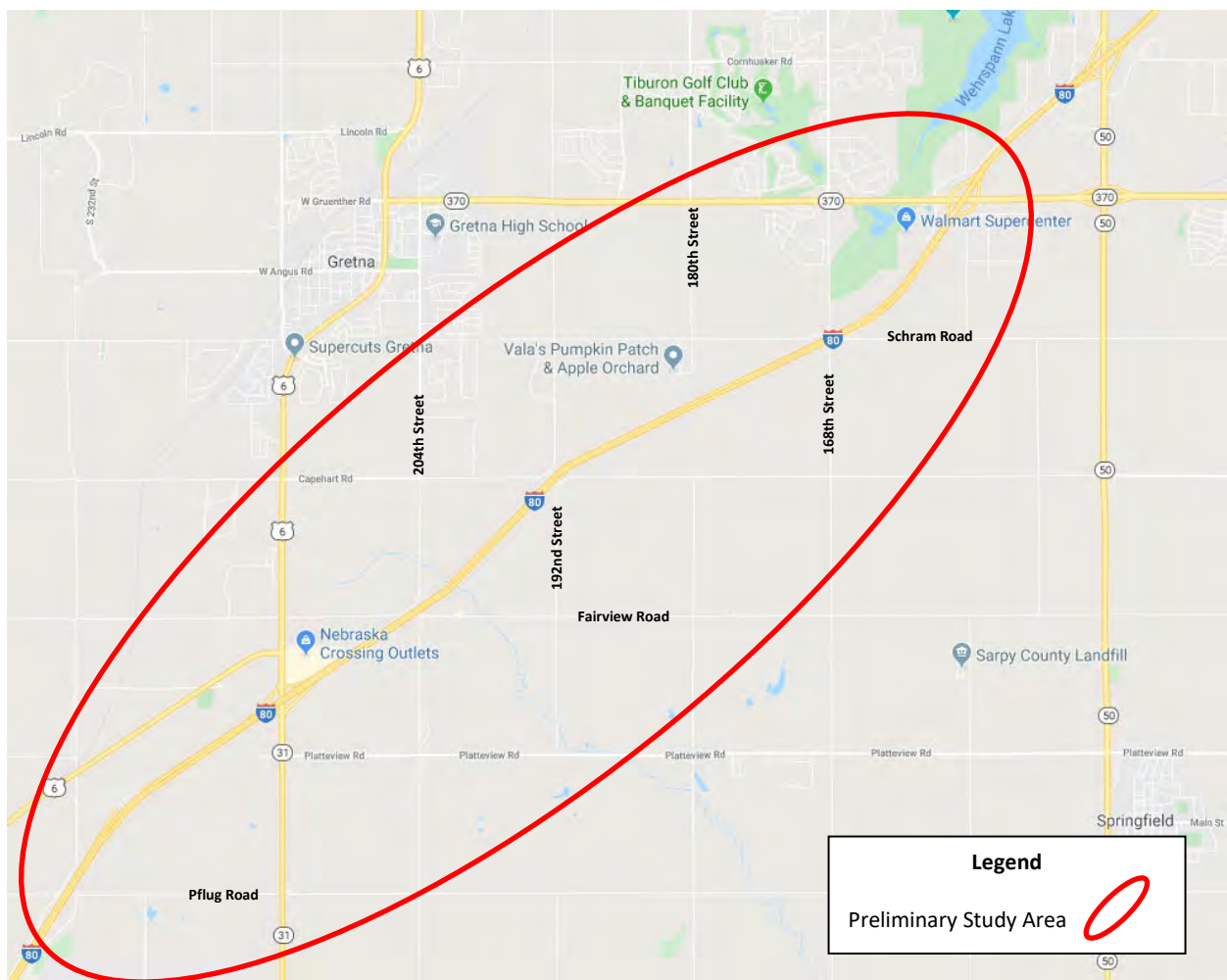
4.2.3	TDM Scenario Analysis.....	4-2
4.3	Traffic Operations Analysis.....	4-3
4.3.1	Roadway Network Level of Service	4-3
4.3.2	Removed	4-2
4.3.3	Existing Interchange Capacity Analysis	4-2
4.3.4	Removed	4-2
4.3.5	Removed	4-2
4.4	Traffic Operations Report of Findings.....	4-2
4.4.1	Draft Traffic Operations Report of Findings	4-2
4.4.2	Final Traffic Operations Report of Findings	4-2
5.0	DATA COLLECTION AND ANALYSIS	5-1
5.1	Study Area Base Mapping	5-1
5.1.1	Utilities.....	5-1
5.1.2	Roadway Plans and Condition Ratings.....	5-1
5.1.3	Transit Operations Review	5-1
5.1.4	Traffic Data Review.....	5-1
5.1.5	Crash and Safety Data.....	5-2
5.1.6	Existing Traffic Operations Models.....	5-2
5.1.7	Non-Motorized Facilities	5-2
5.1.8	Freight Traffic and Intermodal Access	5-2
5.1.9	Land Use and Zoning Data	5-2
5.1.10	Social, Economic, and Demographic Data	5-2
5.2	Environmental Data	5-2
5.2.1	Wetlands	5-2
5.2.2	Floodplains.....	5-3
5.2.3	Threatened and Endangered Species	5-3
5.2.4	Public Lands.....	5-3
5.2.5	Hazardous Materials Sites.....	5-3
5.2.6	Cultural Resources	5-3
5.3	Supplemental Field Traffic Counts.....	5-3
6.0	STATEMENT OF PURPOSE AND NEED	6-1
6.1	Develop the Statement of Purpose and Need.....	6-1
6.1.1	Draft Statement of Purpose and Need.....	6-1
6.1.2	Final Statement of Purpose and Need.....	6-1
7.0	LAND USE SCENARIO PLANNING.....	7-1
7.1	Existing Land Use Conditions Analysis	7-1
7.2	Land Use Profile and Analysis	7-1
7.3	Stakeholder Land Use Visioning	7-2
7.3.1	Visioning Interviews.....	7-2
7.3.2	Visioning Workshop.....	7-2
7.3.3	Visioning Summary	7-2
7.4	Preliminary Land Use Scenario Memorandum.....	7-2
7.5	Final Land Use Scenario Report.....	7-3

8.0	EVALUATION AND SCREENING CRITERIA	8-1
8.1	Performance Metrics	8-1
8.1.1	Transportation, Safety and Traffic Operational Effectiveness	8-1
8.1.2	Land Use Consequences, Impacts and Opportunities	8-1
8.1.3	Financial Analysis and Economical Feasibility	8-1
8.1.4	Environmental Impacts	8-2
8.1.5	Socio-Economic Impacts	8-2
8.1.6	Conformity with Current and Future Planning Goals and Policies	8-2
8.2	Screening Criteria Memorandum	8-2
8.2.1	Draft Screening Criteria Memorandum	8-2
8.2.2	Final Screening Criteria Memorandum	8-2
9.0	ALTERNATIVES DEVELOPMENT	9-1
9.1	New Interchange Location(s) and Configurations	9-1
9.2	Removed	9-2
9.3	Alternatives and Strategies Developed	9-2
9.3.1	Draft Alternatives and Strategies Memorandum	9-2
9.3.2	Final Alternatives and Strategies Memorandum	9-2
10.0	ALTERNATIVES SCREENING	10-1
10.1	Level 1 Screening	10-1
10.2	Level 2 Screening	10-1
10.3	Defining ‘Unreasonable’ Alternatives	10-1
10.4	Value Planning Exercise	10-1
10.5	Alternatives Screening Documentation	10-1
10.5.1	Draft Alternatives Memorandum	10-1
10.5.2	Final Alternatives Memorandum	10-2
11.0	PEL STUDY DOCUMENTATION	11-1
11.1	Draft PEL Report	11-1
11.2	Draft NEPA Transition Plan and FHWA PEL Questionnaire	11-1
11.3	Final PEL Report, NEPA Transition Plan and FHWA PEL Questionnaire	11-2
12.0	DEFINITIONS AND TERMS	12-1

INTRODUCTION AND STUDY OBJECTIVES

The below referenced scope of services represents effort to be performed in completion of the **Sarpy County I-80 Interchange Planning and Environmental Linkages (PEL) Study**. This study will prepare the Metropolitan Area Planning Agency (MAPA), its partners on this project (Sarpy County, the cities of Gretna and Papillion), and the Nebraska Department of Transportation (NDOT) for possible future transportation improvement projects, including National Environmental Policy Act (NEPA) documentation, on segments of independent utility within the defined study area.

An 'area of influence' (hereinafter referred to as the Study Area) has been defined as the area along I-80 from Pflug Road to just east of Nebraska Highway 370, with more emphasis approximately halfway between Nebraska Highway 31 and Nebraska Highway 370, in Sarpy County, Nebraska. The preliminary Study Area is presented below for purposes of this scope to identify the general areas for developing alternatives and evaluating improvements and impacts, and will be modified throughout the study, resulting in the final Study Area which will be presented in the PEL Study.



Preliminary PEL Study Area

The PEL Study will identify and evaluate alternatives for an interchange (or interchanges) on I-80, or improvements to existing interchanges or local roadways, allowing for connections to the local roadway

network, as well as alternatives to utilize the existing bridges at 192nd Street and Capehart Road, 168th Street and Schram Road, 204th and Fairview Road, and Pflug Road as part of these transportation system improvement options.

The PEL Study will also consider the corridors of Nebraska Highway 370, Platteview Road, and Nebraska Highway 31 within the study area, including their connections to I-80 and one another, as well as evaluating potential improvements to these corridors, and ways to postpone (or accelerate) major improvements to one or all of them.

Attention will be given to existing and future comprehensive land use plans that affect the relocation or improvements of these corridors and the local roadway network, opportunities to harmonize adjoining or overlapping plans, and steps that may need to be taken to update these plans in accordance with Long Range Transportation planning efforts and to update funding mechanisms such as the Statewide Improvement Plan (STIP) or regional Transportation Improvement Plan (TIP).

Other issues to be considered will include current and future access to residential, commercial, industrial and distribution centers in the area, bicycle and pedestrian accommodations, impacts to transit corridors and railroads, and recommendations for interrelated and connected actions. Improvement alternatives will address future access needs, mobility, safety, system preservation, and redevelopment.

The PEL Study framework will incorporate the best practices and draw upon the following guidance documents and regulations:

- Linking the Transportation Planning and NEPA Processes: 23 CFR Part 450 Appendix A
- Guidance on Using Corridor and Subarea Planning to Inform NEPA: FHWA 2011
- FHWA PEL Questionnaire: FHWA
- PEL Regulations: 23 USC 168; 23 CFR 450 Part 318

The results of this study (i.e. decisions, analyses, and documentation) would be considered “planning products” carried out by a metropolitan planning organization (MAPA) under 23 USC Section 134, and would also not be subject to the “environmental review process” as defined in 23 USC Section 139(a).

The primary tasks of services to be provided to complete the PEL Study are broken down as follows:

- Task 1: Project Management and Coordination
- Task 2: Study Area Condition Assessment
- Task 3: Outreach and Public Engagement
- Task 4: Transportation Modeling and Traffic Analysis
- Task 5: Data Collection and Analysis
- Task 6: Statement of Purpose and Need
- Task 7: Land Use Scenario Planning
- Task 8: Evaluation and Screening Criteria
- Task 9: Alternatives Development
- Task 10: Alternatives Screening
- Task 11: PEL Study Documentation

The order in which the above tasks are completed may or may not correspond to the sequence of the task numbers in the scope of services. The Consultant expects that many tasks listed within the scope of services will be prepared concurrently by the project team in order to expedite the preparation of the PEL Study document and associated deliverables. Items of work may be listed in more than one task in the scope of services, solely for the purposes of clarification. It should not be assumed that this is an indication that the items of work must be performed multiple times. However, the results from any item of work may be incorporated into multiple tasks within the scope of services. The attached estimate of hours and costs provides further detail on the anticipated effort for each task required for this study.

Furthermore, there may be various task items that are best performed by MAPA or its project partners in order to facilitate better communication, reduce cost, or to gain greater public visibility. To the extent that these tasks have been identified and assigned during the scoping process, they have been assigned as such. If it becomes apparent during execution of the contract that tasks can be better performed by the project partners or the Consultant, efforts will be made to share these assignments equitably.

The inherent nature and characteristics of this Planning and Environmental Linkages Study may require adjustments and refinements in task efforts and deliverables as the study proceeds. Such revisions that can be incorporated into the work or performed as a tradeoff with other efforts that might be deleted or reduced in scope will be identified and negotiated between the Consultant and MAPA and would be documented as no-cost modifications to the scope. Preparation and execution of supplemental agreements will be required prior to performance of any requested work considered an additional service not included in the original scope of services or fee budget. The Consultant will not be compensated for additional services performed prior to written approval of a supplemental agreement. Written confirmation from MAPA of requested additional services and associated costs prior to formal execution of the supplement will formulate a basis for additional compensation under the supplement, if necessary, to accommodate the Consultant's progress towards meeting the schedule. Only additional services that are required due to changed or unforeseen conditions or due to a change in the specified deliverables will be considered for inclusion in a supplemental agreement. Additional effort required to complete specified tasks are not considered additional services and will not be compensated in a supplemental agreement.

MAPA or its project partners will provide or complete the following items or tasks (the format or extent of each is described in greater detail later in this scope):

- GIS base data (aerials, property lines, utilities, roadway network, among others)
- Existing and Future Traffic Data volumes
- Crash Data (if available)
- LIDAR elevation data (if available)
- As-Built Plans for existing freeway infrastructure (if available)
- Media interaction
- Website hosting
- Landowner notification and mailers
- Venues for workshops, public events, and progress meetings

1.0 PROJECT MANAGEMENT AND COORDINATION

The Consultant will develop and maintain a Project Management Plan and assume responsibility of comprehensive coordination among the major work groups, including environmental and socio-economic studies, traffic modeling, engineering, public involvement and others. Key aspects of the project will include progress reporting and a general outline of communications and data sharing among the study parties. Other project management responsibilities and efforts will include:

- Core Team Coordination
- Communication Protocol
- Technical and Community Advisory Groups Coordination
- Resource Agency Coordination
- Data Sharing Protocols
- Key Contact List, including Secondary Contacts
- Progress Meetings
- Decision Log / Action Item reporting
- Quality Review
- Budget and Cost Control
- Study Schedule and Progress Reporting

The PEL Study will be led and contractually managed through MAPA as the contracting agency implemented through close coordination with and oversight by the Core Team consisting of designated staff from MAPA, Sarpy County, the cities of Papillion and Gretna, the Nebraska Department of Transportation (NDOT), and Federal Highway Administration (FHWA). A Technical Advisory Group (TAG) will be convened as needed consisting of designated staff from the Core Team, supplemented with staff from NDOT and FHWA, and others as suggested by the Core Team. The TAG will be called upon and convened at key decision points and milestones to review and provide input and comment on deliverables as directed by the Core Team throughout the duration of the study. In addition, a Community Advisory Group (CAG) will be convened at major milestones consisting of designated public and private representatives from within the Core Team jurisdictions expanded to include representatives from the adjacent municipal jurisdictions, possibly to include the cities of Springfield, Bellevue, LaVista, Omaha, and other public or private entities as directed by the Core Team. The TAG and CAG are discussed in greater detail in subsequent sections.

1.1 Project Management Plan

Consultant will prepare a Project Management Plan (PMP) documenting the work plan and general management coordination of the study activities. The PMP will:

- Include a work breakdown for each subtask described in this scope of services
- Identify the method for tracking budget and schedule for the duration of the project
- Establish key project contacts within the Consultant team and other stakeholders
- Establish Project Milestones
- Include a Quality Control Plan

Consultant will submit monthly cost and schedule reports with each monthly invoice to support project administrative monitoring. The original contract budget (and supplements if needed) will be referenced as the baseline against which status and progress are measured and reported.

1.2 Project Controls, Administration and Contract Administration

1.2.1 Schedule

Consultant will develop and prepare a project schedule and assign tasks. The schedule will list individual tasks described in the scope of services and identify key milestone dates. The project schedule will be maintained and updated as the study proceeds. The schedule will include anticipated review times by the Core Team and other appropriate reviewing agencies.

1.2.2 Invoicing and Progress Reporting

Consultant will prepare an invoice and submit it to MAPA following each month where there is activity on the project. The Consultant shall certify that subconsultants are paid in a timely manner. The Consultant will prepare and submit a monthly progress report including the following:

- The past month's activities and accomplishments by task
- Pending issues and decisions
- Budget status summary including percent of hours and dollars spent to date by subconsultants
- Schedule status summary
- Upcoming planned activities

1.2.3 Budget Tracking

Consultant will track the detailed project budget by task and report monthly related expenditures to date, total budget, and completion of deliverable tasks to date.

1.3 Data Sharing Protocols

Consultant will develop a document that outlines the protocols for data sharing, permissions, file naming, and information transfer, and will distribute to the Project Team and Core Team.

1.4 Kickoff Meeting

The Consultant will schedule, coordinate and facilitate a kick-off meeting with the Consultant team, the Core Team and FHWA. The intent of this meeting will be to discuss study goals, expectations related to project scope, overall schedule, the makeup of the TAG and CAG groups, and a discussion of expected study deliverables. Consultant will coordinate with MAPA to identify specific meeting attendees and the Consultant will be responsible for notifying the attendees.

1.5 Core Team Meetings

The Consultant team will meet regularly with the Core Team throughout the project. Meetings with the Core Team will be held monthly, depending on need, for up to 12 meetings. The Core Team meetings will typically be attended by the Consultant team's project manager and deputy project manager. Other project team members will attend based on the anticipated discussion at each meeting. The meetings will focus on the following topics:

- Activities completed since the last meeting
- Problems encountered or anticipated
- Late activities/activities slipping behind schedule
- Proposed solutions for unresolved or newly identified problems
- Schedule of upcoming activities
- Information on items required from other agencies
- Action items

1.6 Internal Project Team Meetings

This task includes weekly internal Consultant team meetings to coordinate staffing, work tasks, track schedule, and discuss other items that may arise during the execution of the contract. In addition, Consultant will schedule and conduct weekly telephone calls with project management staff from MAPA to provide general production status updates.

1.7 Technical Advisory Group Meetings

With assistance and input from the Core Team, Consultant will maintain a current contact list of jurisdictions and individuals who will serve and represent the Technical Advisory Group (TAG). In addition to review and input on key study deliverables, the TAG will be convened for up to six meetings throughout the duration of the study. Roles, responsibilities, and key milestone points requiring TAG input will be established in coordination with the Core Team and documented in the Project Management Plan.

1.8 Community Advisory Group Meetings

With assistance and input from the Core Team, Consultant will maintain a current contact list of jurisdictions and individuals who will serve and represent the Community Advisory Group. The CAG will be convened for two meetings as progress proceeds during the following major milestone tasks: Development of Purpose and Need; and Development of the Alternatives. Roles and responsibilities and input points from the CAG will be established in coordination with the Core Team and documented in the Project Management Plan.

1.9 Miscellaneous Meetings/Presentations

The Consultant will be available for four meetings with various entities and groups (e.g. NDOT leadership, Sarpy County Chamber of Commerce, city councils) to give presentations or meet on various topics throughout the PEL process. The Consultant will provide regular updates to NDOT for their own internal coordination meetings as needed. These are expected to be phone calls or emails.

Deliverables:

- Project Management Plan
- Project Budget
- Project Schedule
- Monthly Progress Reports
- Meeting Minutes and Action Items

2.0 STUDY AREA CONDITION ASSESSMENT

Using available existing data and supplemental data collected under **Task 5**, Consultant will assess the current conditions and characteristics in the Study Area as they relate to the transportation network, traffic, safety, built and natural environmental conditions, and land use and development characteristics and trends. The assessment will include any future approved development and programmed improvements and resulting conditions that would formulate the planning context and the basis for the No-Action Alternative. The assessment will document environmental resources and other characteristics within the Study Area that will be affected by the proposed alternatives.

2.1 Planning Context

Consultant will identify and collect available past and active agency planning studies and initiatives relevant to this study. A summary of the planning efforts will be developed to present an integrated overview of the future planning context for consideration and incorporation by this study. Consultant will identify, collect, and summarize relevant transportation and development/redevelopment project information to document current and proposed transportation projects and development activity that may influence project planning efforts from at least the following studies:

- *Transportation Funding Study for Douglas and Sarpy Counties* (2004) – MAPA
- *192nd/180th Street Corridor Study – Harrison to N-370* (2015) - Sarpy County
- *180th Street Interchange Concepts* (2004) – Sarpy County
- *Platteview Road Corridor Study* (2016) – MAPA
- *Flatwater Metroplex Sixty Mile Radius Study* (2004) – Joslyn Institute for Sustainable Communities (JISC), Nebraska Environmental Trust
- *Sarpy County Comprehensive Plan* (2017) – Sarpy County
- *Sarpy County Plan* (2005) – Sarpy County (Pflug Road interchange)
- *Sarpy County Trails Master Plan* (2017) – Sarpy County
- *Pflug Road Interchange EIS (Notice of Intent 2007)* – FHWA/NDOT/Sarpy County
- *Sarpy County Transit Study* (2017) – MAPA
- *Flatwater Metroplex Envisioning Regional Design Final Report* (2007) – JISC
- *Gretna Comprehensive Plan - Update* (2017) – City of Gretna
- *Nebraska Innovation Zone Commission Regional Comprehensive Plan* (2008) - NDOT
- *Sarpy County I-80 Interchange Assessment* (2017) - MAPA
- *Metro Omaha Beltway Feasibility Study* (2009) – MAPA
- *Papillion Comprehensive Plan - Update* (2019) – City of Papillion
- *Gretna Comprehensive Plan* (2009) – City of Gretna
- *Heartland 2050 and associated studies (Close the Gap, ConnectGO, Equity Profile)* – MAPA, Greater Omaha Chamber, SmartCities, et al.
- *Metro Area Travel Improvement Study (MTIS)* (2015-2019) – MAPA

2.2 Resource Agency Scoping/Coordination

Resource agency scoping activities will be conducted early to identify key issues and concerns to be evaluated by the study. It is anticipated that there will be two meetings with the Resource Agencies. The purpose of the first meeting will be to review the broad goals for the study, provide a framework of the purpose and need, review the study schedule and an open solicitation for areas of concerns and opportunities for coordination and collaboration. The second meeting will be held following the

development of purpose and needs and the environmental review. Consultant will produce the meeting materials including, agenda and handouts, and will track comments and meeting minutes. It is envisioned that NDOT's quarterly inter-agency meeting can be used to leverage the logistics and reduce costs rather than arranging a separate meeting for this purpose. If this is not possible, Consultant assumes that NDOT or MAPA will provide the venue and send invitations to the agencies.

In order to maintain compliance during future NEPA studies, resource agencies will be coordinated with and given a chance to comment on the development of the purpose and need, screening methodology, environmental review, and the reasonable alternatives, in conjunction with the lead federal agency, FHWA.

2.3 Transportation System Condition Assessment

An evaluation of the existing transportation system will be performed by the Consultant involving the identification, characterization and mapping of existing and planned components of the system within the Study Area, using data collected in **Task 5**. This task will identify the make-up of transportation markets served in the study area including major generators, commuter through traffic, freight, origin/destination characteristics, and transit.

Existing system conditions data collection will include:

- Highway Facilities (Interstate/NHS) – existing data on number of lanes, pavement condition, bridge condition and access locations, and substandard geometrics and service conditions.
- Pedestrian/Bike Facilities – type of facility, width, connectivity, and general ADA compliance
- Transit Facilities – bus stops, bus routes, stations, EV charging stations, and park-and-ride lots

Consultant will generally assess the safety and crash data obtained in **Task 5.1** to identify existing safety problems and issues.

2.4 Environmental and Land Use Condition Assessment

Consultant will conduct an environmental scan of the Study Area based on data collected in **Task 5**. The scan will examine and document existing environmental resource conditions including a summary of findings and critical issues, with supporting maps, figures and tables as necessary. Issues requiring further investigation and future processing will be identified. The list of critical environmental issues includes:

- Floodplains and floodways
- Wetlands
- Known archaeological sites
- Hazardous materials
- Historic buildings, sites and districts
- Wildlife Refuges or Management Areas
- Threatened and Endangered species (known locations or possible habitat)
- Public parks and recreational resources
- Socio-economic characteristics (land use, population, diversity)
- Sensitive Noise receptors (identification only, no modelling or measurements)
- Air quality (not including measurements)

- Environmental Justice or protected population areas
- Landfills and open dumps
- Public use Airports
- Water supply and wastewater treatment facilities, including public wells
- Power stations (or electrical substations)

2.5 Study Area Condition Assessment Report

2.5.1 Draft Study Area Condition Assessment Report

The findings of **Tasks 2.1 through 2.4** will be documented in a Study Area Condition Assessment Report, including:

- Summary of the planning context, resource agency scoping, and environmental and land use conditions.
- Description and assessment of transportation system including identification of areas of substandard features and safety operations.

The draft report will be distributed to the Core Team and the TAG for review and comment.

2.5.2 Final Study Area Condition Assessment Report

Consultant will review comments with the Core Team, address and incorporate comments, and submit the final Study Area Condition Assessment Report.

Deliverables:

The Study Area Condition Assessment Report and Constraints Map(s), and the Resource Agency Coordination Summary, may take the form of one or more Sections within Chapter 3 (Affected Environment) or Chapter 6 (Public and Resource Agency Coordination) of the PEL Document.

Draft and Final versions, and reviews, would be aligned with the overall preparation of the PEL Document.

DOES NOT INCLUDE:

- Topographic surveys
- Utility Locates
- Wetland Delineations
- Archeological or Historic Structures Surveys
- Aerial photography or drone surveys
- Traffic Counts
- VISSIM modeling
- Phone surveys
- Phase 1 ESA field surveys
- Plant or Animal Species Surveys
- ROW or property assessments
- Noise measurements or modelling
- Geotechnical investigations
- Bridge condition assessments
- Pavement condition assessments

3.0 OUTREACH AND PUBLIC ENGAGEMENT

The Consultant team will engage all relevant stakeholders in a way that is consistent with MAPA's *Public Participation Plan (2019)*, bringing them together to discuss needs, assets, and priorities for the Study Area and surrounding vicinity. The effort will involve:

- Providing creative and effective means of connecting with stakeholders
- Balancing non-traditional and traditional engagement tools to ensure that as many community members are reached during the engagement timeframe as possible
- Building interactivity, consensus building, and informed consent into outreach activities
- Discussing needs, vision, and alternatives for addressing traffic concerns in the project area
- Measuring and evaluating engagement success
- Staffing and logistics coordination
- Utilizing a combination of print and digital materials to educate, inform, and engage the community

3.1 Public Involvement Plan

Consultant will develop a Public Involvement Plan that serves as the “playbook” for meaningful community participation. The plan will describe:

- Goals for awareness building and engagement.
- Central messaging for reaching the broadest possible audience, including, but not limited to, persons with Limited English Proficiency (LEP) and persons with disabilities.
- Development of outreach tools that inform and collect feedback from the community members.
- An implementation strategy that outlines deployment strategies and activities associated with outreach tool deployment and communications, along with timing and evaluation measures.
- A contact list of stakeholders, such as business and economic development representatives, property owners, community groups, project partners, and others from across the study area.

Consultant will implement the final public involvement plan in coordination with the Core Team (MAPA, NDOT, Sarpy County, Papillion, and Gretna) and FHWA.

3.2 Public Involvement Deployment

Consultant will work with MAPA staff and the project partners to prepare a package of materials for use during the project. Consultant will provide (written/oral) translation needs for general materials if requested, not to exceed one language in addition to English. Specific efforts and activities to be provided by Consultant will include:

3.2.1 **Community Advisory Group Meetings**

Working with a group of diverse community stakeholders (identified by the Core Team) who will serve as the project's Community Advisory Group (CAG), the Consultant will hold, staff, prepare presentation materials, and summarize two meetings with them. The first CAG meeting will involve a virtual tour of the study area and the group will explore the project purpose, needs, visioning, and opportunities. The second meeting will be an interactive workshop to present possible alternatives.

Visualizations of traffic models, alternatives, and land use concepts will be presented for feedback. The Consultant will staff, prepare presentation materials, and summarize each meeting.

3.2.2 Public Meetings

To reach the various generations that make up the project area, the Consultant will hold, staff, prepare presentation materials, and summarize, two interactive public meetings. Each meeting will be held in conjunction with the CAG meetings. As a result, the first will focus on developing the project purpose, needs, visioning, and opportunities. The second meeting will present the draft purpose and need, as well as present possible alternatives. The Consultant will staff, prepare presentation materials, and summarize each meeting.

3.2.3 Email Marketing

The Consultant will develop up to six email marketing campaigns to provide notice of meetings and input opportunities. Each campaign will consist of a series of e-blasts. The Consultant will deploy them via an electronic service that monitors the open and click-through rates and those who unsubscribe during and after each campaign. The campaigns will focus on the CAG meetings, public meetings, and commenting opportunities.

3.2.4 Online Commenting

The Consultant will provide an online commenting survey to gather feedback for younger generations, busy families, and other stakeholders, and will coordinate online comment gathering, so that it corresponds with the public meetings and develop survey questions for it. Consultant will deploy the questions using Vireo's survey application, Digicate®. Survey Monkey may be used as an alternative. The Consultant will provide the final surveys as a URL (for digital needs) and PDF (for printing) and will coordinate with the Core Team and TAG to formulate responses if needed. Consultant will summarize the survey results and integrate them into planning recommendations. If appropriate, the Consultant will incorporate digital tools, such as Mentimeter, for crowdsourcing/real-time commenting and/or voting, into CAG and public meetings.

3.2.5 Social Media

Because there are nearly 100,000 people (aged 18 to 65+) on Facebook who self-identified as being located in Sarpy County, Nebraska, the Consultant will provide the Core Team with sample social media posts that they can share with their existing networks (Facebook, Twitter). The posts will focus on public meetings and commenting opportunities.

3.2.6 Press Releases

To keep local news outlets up to speed on the project, the Consultant will draft three press releases and provide them to the Core Team for review and comment. MAPA, Sarpy County, and the Cities will distribute the final releases to media contacts. Where possible, the Consultant will link the releases to electronic publications and high-quality imagery that the local news media can easily download and use for news coverage. The releases will focus on the public meetings and commenting opportunities.

3.3 Public Outreach Documentation

The Consultant will combine the summaries from the CAG and public meetings, online commenting, and social media comments into a consolidated public involvement summary that can be incorporated into the PEL Study document. The Consultant will provide a draft summary to the Core Team for review and comment and then finalize it.

Deliverables:

The Public Outreach Documentation (specifically, the “consolidated public involvement summary”) may take the form of one or more Sections within Chapter 6 (Public and Resource Agency Coordination) of the PEL Document.

Draft and Final versions, and reviews, would be aligned with the overall preparation of the PEL Document.

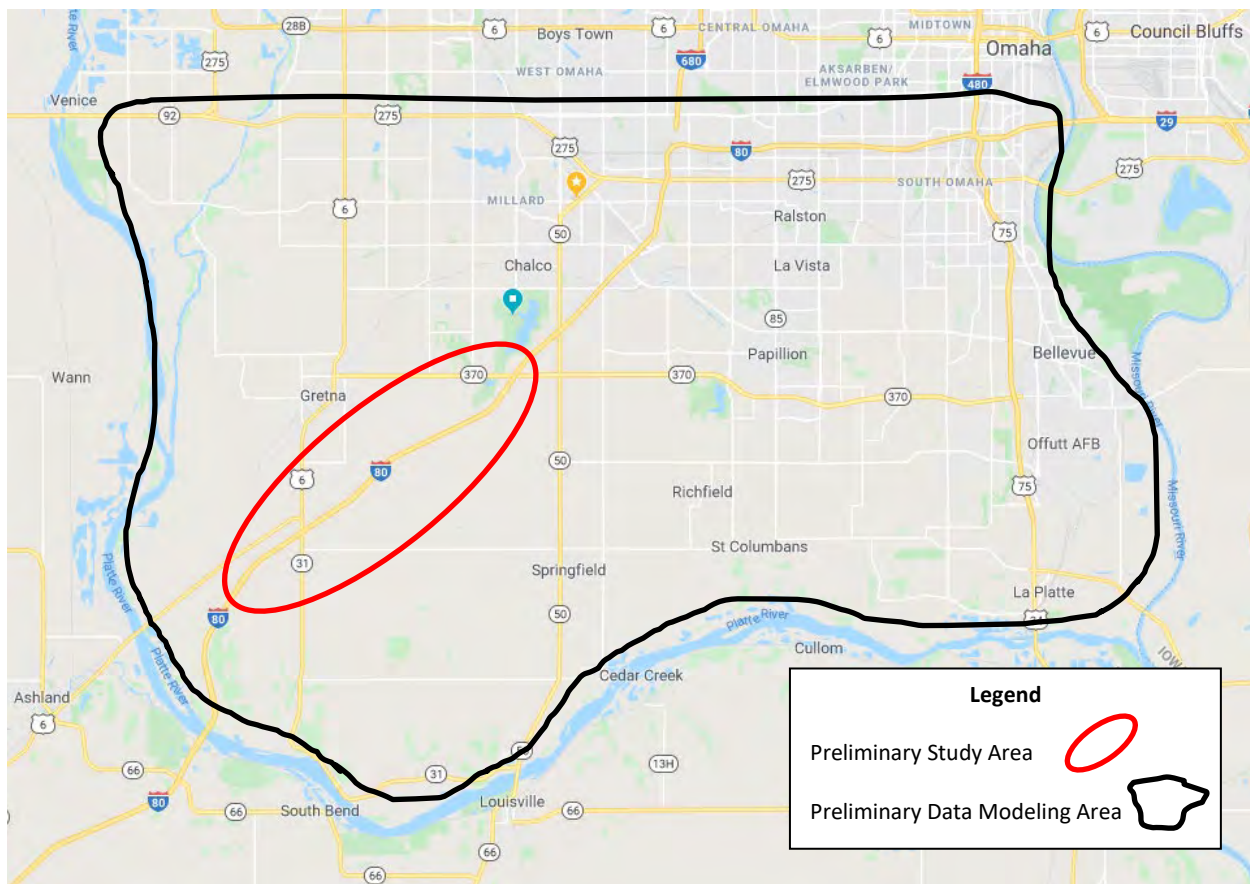
Assumptions:

- CAG members may include representatives from the Sarpy County Chamber of Commerce, Sarpy County Economic Development Corporation, Amazon, freight companies, Smart Cities, Offutt Air Force Base, and the Cities of Bellevue and Springfield.
- CAG meetings and Public Outreach events will be held virtually, online, and using digital feedback tools, such as Mural.

4.0 TRANSPORTATION MODELING AND TRAFFIC ANALYSIS

This task will include efforts relating to travel demand model projections and traffic operations analysis. These efforts will involve taking a fresh look at MAPA's travel demand model within the study area and adjusting the model as needed, to better reflect travel conditions within the study area. It will also involve coding land use and network adjustments into the model that reflect key assumptions to be tested. Outputs of these forecasts will be used to evaluate traffic operations of the alternatives at the interchange location and network configuration level. The geographic extent of the modeling for this task is shown below as the preliminary Data Modeling Area, which is broad enough to include all expected input points on major travel corridors, as well as to document changes on major corridors as a result of the proposed improvements and interchange(s) studied.

This task will support **Task 10** and will include an assessment of existing conditions and future No-Actions conditions. The travel demand modeling will support the Level 2 screening of the Practicable Alternatives, and the traffic operations analysis will support the Level 3 screening of the Reasonable Alternatives.



Preliminary Data Modeling Area

4.1 Methods and Assumptions Document

Consultant will develop a methods and assumptions memorandum to document the travel demand modeling and traffic analysis assumptions and methodologies. The memorandum will be reviewed and

agreed upon by MAPA and Core Team/TAG members prior to beginning the travel demand forecasting and traffic analysis.

4.2 **Regional Travel Demand Modeling**

4.2.1 **Review Current MAPA Model**

Consultant will review MAPA's most recent calibrated travel demand model within the limits of the study area. The primary objective of this task is to ensure the model generates reasonable results for base and forecast year within the study area. The Consultant will summarize model results and compare to traffic count and cell phone data collected/assembled in **Task 5**. In addition, one or more sensitivity tests will be conducted to assess model convergence and overall reasonableness of model sensitivity in response to changes in model input.

Consultant will obtain land use data from the high/medium/low land use scenarios from **Task 7**, develop the travel demand data for inclusion into the model runs for the scenario at hand, and then provide the data to MAPA to update the Transportation Analysis Zones in the regional model.

Refinements or modifications to MAPA's model can be completed if needed and agreed by the Core Team and MAPA, upon request, but are outside the scope of services in this agreement.

4.2.2 **Model Post-Processing**

The Consultant will specify and use a post-processing method to process model outputs for this study. Several options for post-processing are available. The two most common methods include the following:

- **Offset approach.** In this approach, offsets between base year model volumes and observed traffic counts are computed for links in the study area. In the future year, the same offset is applied to the model forecasts.
- **Factor method.** In this approach, the ratio of observed traffic counts to base year model volumes is computed and multiplied by the model forecasts.

The main difference between the approaches is that the factor method assumes that errors in the model propagate forward into future years, while the offset approach assumes the error remains constant into the future. The factor method can be more difficult to use since large errors in the base year could lead to unreasonable post-processed forecasts in the future year.

4.2.3 **TDM Scenario Analysis**

After the Practicable Alternatives have been identified, the Travel Demand Model will be used to forecast roadway volumes and generate travel performance metrics. Each model run may include minor adjustments to land use data as well as network alignment updates. It is anticipated that the TDM will be used to examine six interchange locations that will be evaluated through the Level 2 screening defined in **Task 10**.

Consultant will use the land use scenario developed in **Task 7** to test the initial TDM scenarios in Level 2 screening, which will provide a consistent benchmark from which to evaluate the alternatives. If excess growth-related congestion is encountered during this phase, this assumption may be revisited and/or the land use scenarios may be re-evaluated.

A variety of model outputs will be generated and reported as part of each model run. These outputs include the following:

- Link volumes
- Link level of service and/or volume-to-capacity ratios
- Regional and subarea vehicle miles traveled (VMT), vehicle hours traveled (VHT), and delay
- Maps showing link level information

Turning movement volumes at intersections will not be generated as part of this task. See Task 4.3.2 for a description of efforts related to turning movement volume generation.

4.3 **Traffic Operations Analysis**

4.3.1 **Roadway Network Level of Service**

Base Year Volume Scenario: Using the traffic volume scenarios developed from Task 4.2.1, Consultant will summarize the segment Level of Service (LOS) for the major streets located within the study area for the base year volume condition. The segment LOS will be determined using HCM methodologies. The primary segments that will be summarized are listed below¹:

- N-370 (I-80 to N-50)
- N-370 (168th to I-80)
- Schram Road (East of I-80)
- Schram Road (West of I-80)
- Capehart Road (East of I-80)
- Capehart Road (West of I-80)
- Fairview Road (East of I-80)
- Fairview Road (West of I-80)
- Platteview Road (East of N-31)
- 144th Street (N-50) (South of N-370)
- 144th Street (N-50) (North of Springfield)
- 144th Street (N-50) (South of Springfield)
- 168th Street (I-80 to N-370)
- 168th Street (North of N-370)
- 168th Street (Platteview Rd to Schram Rd)
- 192nd Street (Capehart Rd to N-370)
- 192nd Street (North of N-370)
- 192nd Street (Platteview Rd to Capehart Rd)
- N-31 (I-80 to US-6)
- N-31 (US 6 to Capehart Rd)
- N-31 (Platteview Rd to I-80)
- N-31 (South of Platteview Rd)
- US-6 (West of N-31)
- Four Additional Corridors (TBD)

Alignment Options Levels of Service: Using the traffic volume scenarios developed from Task 4.2.3, Consultant will summarize the LOS for the major streets located within the study area for the future year volume condition. The segment LOS will be determined using HCM methodologies. The same segments for the base year volume conditions will be analyzed on a segment level condition. Results from this LOS analysis will be used in the Level 2 screening process.

¹ It should be noted that these segments are those that will be placed on a map within the models and reported on as the output of the model. The number of segments does not have any bearing on the number of alternatives, scenarios or interchange configurations. These are simply the locations that will be used to compare variations in the traffic volumes for each scenario.

4.3.2 Removed

4.3.3 Existing Interchange Capacity Analysis

Existing interchange operations will be derived from the MTIS study for the N-370 and N-31 interchanges. If delays and levels of service are unavailable, additional interchange analysis may be required to compare build scenarios with base conditions. Additional analyses for these locations are not included in this scope of service.

4.3.4 Removed

4.3.5 Removed

4.4 Traffic Operations Report of Findings

4.4.1 Draft Traffic Operations Report of Findings

Consultant will prepare a draft report of findings of the traffic operations analysis documenting the No-Action condition, and potential operational conditions of the Reasonable Alternative scenarios. The analysis will focus of the planning level operation for the roadway network and intersection traffic operation for the key study intersections. The findings will be reported in the context of comparison with the No-Action alternative. The draft report will be distributed to the Core Team and the Technical Advisory Group for review and comment.

4.4.2 Final Traffic Operations Report of Findings

Consultant will review comments with the Core Team, address and incorporate comments, and submit the final Traffic Operations Report of Findings.

Deliverables:

The Traffic Operations Report of Findings may take the form of one or more Sections within the PEL Document, or as an Appendix.

Draft and Final versions, and reviews, would be aligned with the overall preparation of the PEL Document.

Assumptions:

- No capacity analysis will be completed for the existing N-370 and N-31 interchanges with I-80, and the proposed interchange configurations for these locations will be those defined in MTIS.
- Existing and future volumes for the I-80 interchanges at N-370 and N-31 will be provided by MAPA or NDOT.

5.0 DATA COLLECTION AND ANALYSIS

This task includes the identification of sources and data collection needs to support all aspects of the PEL Study. Data needs include but are not limited to:

- Base Mapping
- Previous Studies and Plans
- Programmed Improvements
- Traffic and Safety
- Stakeholders List by Individual or Group
- Environmental and other pertinent regional data to be addressed in the PEL Study

5.1 Study Area Base Mapping

Consultant will collect base mapping information in the Study Area from available sources including aerial photography, USGS, and GIS data from the Core Team and other sources. Aerial-based project mapping will be prepared at scales suitable to depict alternatives by location and of sufficient detail to ascertain potential impacts to the adjacent and surrounding environment. GIS data will be inventoried by layer for reference and use by the Consultant team.

5.1.1 Utilities

Consultant will inventory available information on major utilities (existing and proposed) within the Study Area potentially affecting the existing and alternative strategy scenarios for the transportation system. Consultant will coordinate with major utility providers to obtain this information. This does not include a utility coordination meeting or any sub-surface utility locations (SUE).

5.1.2 Roadway Plans and Condition Ratings

Consultant will collect and inventory from NDOT and Sarpy County available as-built plans, bridge service ratings and pavement condition ratings for interstate bridges, freeways and principal arterials in the Study Area. Plans for roads directly connecting the freeway system along the project route will also be collected and inventoried. This task does not include performing pavement or bridge condition assessments. This data will be used to support the Transportation System Condition Assessment in Task 2.3.

5.1.3 Transit Operations Review

Available transit related studies that could be relevant to the development and analysis of alternatives as they relate to access and connectivity within the Study Area will be inventoried.

5.1.4 Traffic Data Review

Consultant will review the available traffic data provided by Sarpy County, NDOT, and MAPA. This data should include daily traffic volumes and peak period intersection turning movement counts for the proposed study segments and intersections. This task does not include conducting traffic counts.

5.1.5 Crash and Safety Data

Consultant will review available crash data provided by NDOT by numbers of crashes, and crash rates by intersection and highway segment within the preliminary study area.

5.1.6 Existing Traffic Operations Models

Consultant will obtain and review available previously developed traffic operational models from NDOT, MAPA, and Sarpy County. These previous models will provide a background for constructing new models to support this PEL study.

5.1.7 Non-Motorized Facilities

Consultant will collect data related to facilities and routes within the Study Area designated specifically for non-motorized transportation modes (e.g., bicycle and pedestrian).

5.1.8 Freight Traffic and Intermodal Access

Consultant will collect, analyze, and review vehicle classification count data to be provided by NDOT, MAPA, Iowa Department of Transportation, and others. The primary purpose of this task is to document truck traffic and its effects on transportation operations along the project route in the Study Area. Major freight generating facilities within the Study Area will be identified.

5.1.9 Land Use and Zoning Data

Consultant will identify existing and adopted land use and zoning classifications within the Study Area, including incorporated boundaries, and review land use forecasts by MAPA and local jurisdictions. Data to be collected will include commercial level platting information in critical areas and known planned developments within the Study Area. Consultant will assemble readily available planning information within the Study Area related to proposed land use. Such information will include publicly adopted studies and private land use planning as available through and shared by the identified stakeholders.

5.1.10 Social, Economic, and Demographic Data

Consultant will collect readily available data regarding social, economic and demographic characteristics within the Study Area. Data will include most recently published demographic reports and census data by MAPA. Data will also include future projections related to social, economic and demographic characteristics to the extent the data are readily available from public jurisdictions in the Study Area including MAPA and city and county sources.

5.2 Environmental Data

Consultant will collect, inventory and review available environmental databases within the Study Area to identify known constraints and potential impacts.

5.2.1 Wetlands

Consultant will obtain stream wetland and hydric soil information from Natural Resources Conservation Service (NRCS) offices, USGS and National Wetland Inventory (NWI) mapping. This task does not include performing wetland delineations.

5.2.2 Floodplains

Consultant will collect available floodplain information including approximate 100-year floodplain limits, using National Floodplain Insurance Program (NFIP) maps and identify regulatory floodways. Show floodway, floodway fringe and floodplain from NFIP maps on project mapping.

5.2.3 Threatened and Endangered Species

Consultant will contact the Nebraska Game and Parks Commission and the US Fish and Wildlife Service to obtain information on threatened and endangered species locations and natural features.

5.2.4 Public Lands

Consultant will identify potential Public Recreation and Wildlife Areas, or lands encumbered by Land and Water Conservation Funds (Section 4(f) and Section 6(f) properties).

5.2.5 Hazardous Materials Sites

Consultant will collect and review relevant information available in public and private files (CERCLIS, RCRA, LUST, and Nebraska Department of Environment and Energy (NDEE) hazardous materials list) on properties known or suspected of waste disposal and/or waste sources.

5.2.6 Cultural Resources

Consultant will review available Nebraska SHPO, National Register of Historic Places (NRHP), Sarpy County Historical Society files and records, and any other appropriate agency for recorded archeological and architectural resources. Consultant will locate known historic districts, structures and sites from the relevant lists on the composite environmental constraints mapping.

5.3 Supplemental Field Traffic Counts

The following tasks would be considered out of scope and would be completed only if requested.

Intersection Turning Movement Counts: If directed by MAPA and agreed upon by the Core Team, supplemental AM and/or PM peak period turning movements can be collected at intersections where traffic counts are not available.

Daily Traffic Volume Counts: If directed by MAPA and agreed upon by the Core Team, supplemental daily traffic volume counts can be collected along the existing street network where ADT traffic counts are not available.

Deliverables:

- Digital GIS Data Files as appropriate

6.0 STATEMENT OF PURPOSE AND NEED

Consultant will coordinate and engage with the Core Team and resource agencies through scoping meetings, public and stakeholder engagement, and traffic and travel demand activities to develop the PEL Study's statement of Purpose and Need. The Purpose and Need will be based on policies within *Heartland 2050*, MAPA's Long Range Transportation Plan (LRTP), the Metro Area Travel Improvement Study (MTIS), and other local planning documents, and will formulate the basis for identifying the needs for transportation improvements, defining goals and objectives of the PEL Study, and support development of a methodology for evaluating and screening alternatives.

6.1 Develop the Statement of Purpose and Need

Consultant will prepare a written narrative containing the statement of purpose and need for review and comment. The statement of Purpose and Need will formulate an "umbrella" statement for the study area, based on identification of needs and efficiencies. The statement will reflect the context sensitivity of the transportation needs within the study area to support the attainment of stated transportation goals by encouraging the consideration of land use, transportation, environmental and infrastructure needs in an integrated manner.

Consultant will develop a Statement of Purpose and Need for the transportation system improvements. Specifically, the statement will contain and address the following:

- Identify the visions and goals of the Core Team and stakeholders for the near and long-term future of the study area, and document points of disagreement and congruence.
- Refer to data identified in **Task 2** and **Task 4** regarding existing and expected deficiencies in the transportation system serving the study area to support compilation of system deficiencies.
- Reference the list of issues that resulted from contacts with stakeholders and general knowledge of the area to identify a list of key needs in the study area.
- Prepare and document a preliminary list of existing and anticipated deficiencies in the transportation system and the growth or changing needs in the study area.

6.1.1 Draft Statement of Purpose and Need

Consultant will prepare a draft Statement of Purpose and Need for distribution to the Core Team and the Technical Advisory Group for review and comment.

6.1.2 Final Statement of Purpose and Need

Consultant will review comments with the Core Team, address and incorporate comments, and submit the final Statement of Purpose and Need.

Deliverables:

The Statement of Purpose and Need will take the form of Chapter 2 (Purpose and Need) in the PEL Document.

Draft and Final versions, and reviews, would be aligned with the overall preparation of the PEL Document, but would still be provided ahead of the Evaluation and Screening of Alternatives.

7.0 LAND USE SCENARIO PLANNING

Several different land use plans have been adopted by various jurisdictions that envision alternative futures for the planning area. The Land Use Scenario Planning effort outlined herein is intended to create a tool for jurisdictions to jointly pursue alternatives that are most consistent with existing plans, provide necessary coordination between existing plans, and identify opportunities and constraints for flexible implementation for accomplishing local goals and policies recognized in the adopted plans.

This task will attempt to define one combined land use vision for the study area that all partners would contribute to and hopefully utilize later in their own future land use plans. Phased growth tiers based on the plans laid out by the Sarpy County and Cities Wastewater Agency (SCCWA) would provide the necessary timing to evaluate the amount of development at a point in the future (i.e. 2050) to be able to populate land uses in the traffic analysis zones (TAZs) and generate the appropriate amount of traffic in the travel demand model.

7.1 Existing Land Use Conditions Analysis

Data in existing plans will be obtained from current available resources evaluated as part of **Task 2** and **Task 5**. This information will be analyzed and noted along with their implications in the Existing Conditions Memorandum. The Existing Conditions Analysis includes:

- Land Use
- Zoning
- Utilities and Infrastructure
- Transportation (all modes)
- Topography and natural resources
- Public Facilities
- Parks and Open Space

The Existing Conditions Analysis will identify areas of consistency within the various adopted plans and areas of inconsistency to be discussed further through the Public Involvement Process, or Stakeholder Visioning Process (explained further below).

7.2 Land Use Profile and Analysis

The Land Use Profile and Analysis will update other information related to the adopted plans that impact decisions related to transportation improvements. The analysis will highlight changes from previous studies and the implications of such changes to the future land use scenarios. The following issues will be evaluated:

- Planning Vision, Goals and Guiding Principles (from adopted plans noting consistencies and inconsistencies)
- General Demographic Characteristics (population, age, racial/cultural composition, educational attainment, and poverty status)
- Housing Characteristics (housing structures/units, housing occupancy/vacancy, home values, and age of housing structures)

- Household Characteristics (total households, size, type, income, monthly homeowner costs, and monthly renter costs)
- Employment Characteristics (employment status, occupation, industry, and class of worker)
- Commuting/Mobility Characteristics (commuting to work patterns, available vehicles per household)

The information developed in Tasks 7.1 – 7.2 will be shared and discussed in the first set of stakeholder and public meetings. The results of these discussions will be summarized in a memorandum of findings and lead to the creation of the Preliminary Land Use Scenarios Memorandum.

7.3 Stakeholder Land Use Visioning

Based on discussions with MAPA and NDOT, it is important to gather data and prepare a pathway for future land use planning document updates, as well as harmonize the vision for the area surrounding the new interchange(s), as well as make sure the proposed land uses and proposed infrastructure improvements are considered “consistent” with local land use plans. The Consultant proposes a series of efforts to gather this vision and document the path forward considering the development of alternatives.

7.3.1 Visioning Interviews

Consultant will conduct interviews with community leaders (e.g. Planning Directors or Commission Members, Community Development Personnel, etc.) with knowledge or expertise relevant to the study area as identified by the Core Team and TAG. The interviews will be used to inform issues and opportunities surrounding the Study Area. Up to ten one-hour interviews will be conducted.

7.3.2 Visioning Workshop

Consultant will facilitate a half-day visioning workshop. The format, agenda, and all visual materials (compilation of land use and development plans to date, analysis mapping, graphics, and imagery) for the workshop will be prepared, and shared in draft form. The workshop will include sessions for the Core Team, TAG and CAG members, and other public officials, planning experts, or opinion leaders that the Core Team or MAPA recommends.

The workshop may include interactive exercises and will be designed to obtain consensus through a visioning process while understanding and prioritizing the opportunities, constraints, and discrepancies identified prior to and during the workshops. The workshop will be held virtually, utilizing digital engagement tools such as Mural.

7.3.3 Visioning Summary

A memorandum will be prepared summarizing the process and findings. Photographs of the event and any displays will be provided for use in final deliverable as needed.

7.4 Preliminary Land Use Scenario Memorandum

A Preliminary land use scenario will be developed based on the information generated above and the stakeholder and public discussion at the first round of meetings.

- Identification of study area vision, goals and guiding principles – the things the various jurisdictions can agree on.
- Land Use and Zoning – The Preliminary Land Use Scenarios Memorandum will identify one draft land use growth scenario based on the input received during the stakeholder and CAG outreach. Key opportunity areas or triggers will be highlighted for each scenario.
- Key Development and Redevelopment Opportunities: The Preliminary Land Use Scenarios Memorandum will identify possible development opportunities within the study area that would have an effect or impact generation of traffic at a point in the future (i.e. 2050), and the resulting land use types will be used as input into the TAZs and TDM.
- Conceptual Transportation networks (Roadways, Pedestrian and Trail) to support the draft land use scenario.

The Preliminary Land Use Scenario Memorandum will be shared in the second round of stakeholder and public meetings. Feedback and comment will be incorporated into the Final Land Use Scenario Report.

7.5 Final Land Use Scenario Report

The Preliminary Land Use Scenario Memorandum will be revised based on one round of feedback and comment to result in the Final Land Use Scenario Report, which will include:

- Land Use Development Scenario of one future land use vision communicated in an illustrative plan and in narrative form. The development scenario will include policy, land use and general transportation recommendations. The scenario will attempt to address the project purpose and need, goals, and vision established for the PEL Study.
- Recommendations broken down by jurisdiction for their use in updating local plans as a tool for implementation of the land use scenarios including conceptual timeline of key land use and development elements, funding opportunities, and administration strategies.
- Transportation Improvement Plan that graphically communicates the transportation facilities and phasing required to support the development scenarios and satisfy the overall projects' purpose and need.

The Final Land Use Scenario Report will include all exhibits and memoranda, along with an executive summary to submit in the third round of stakeholder and public meetings. The report will be finalized based on one round of comment and feedback. The Core Team will provide feedback as a single set of review comments to be addressed before distribution of the final report.

Deliverables:

The Existing Land Use Conditions Memorandum, the Land Use Profile and Analysis, and other reports may take the form one or more Sections within Chapter 3 (Affected Environment) of the PEL Document or be included as an Appendix.

Draft and Final versions, and reviews, would be aligned with the overall preparation of the PEL Document.

Assumptions:

- A full economic analysis of the study area will not be prepared.
- Aesthetics and Urban Design Enhancements will not be part of this task.
- Efforts in this task will include the no-action alternative for consistency in future NEPA analysis.

8.0 EVALUATION AND SCREENING CRITERIA

This effort will include development of a framework and procedures for identifying the Reasonable Alternatives to be carried into subsequent NEPA studies and documents. Screening will be accomplished in two steps that use increasing levels of analysis to reduce the broad Initial Range of Alternatives to a set of Reasonable Alternatives to be evaluated in future studies.

The first level evaluation criteria will be based on the Purpose and Need, and other PEL Study goals identified in **Task 6**. The criteria developed will consider policies in *Heartland 2050*, performance metrics and targets defined in the MAP-21 Transportation Bill, and other resources identified in and other regional planning documents. The second level criteria will be based on how well the alternatives meet basic performance metrics for travel demand and overall transportation benefits, as described in **Task 4.2**.

If certain criteria become less important or are not able to effectively discern between different alternatives and their effectiveness or their impact intensity, they may be subsequently modified following their development. However, the intent of this task is to develop and obtain agreement on the screening criteria prior to the development of the alternatives, as well as prior to the implementation of the screening process itself. It should be understood that some screening criteria may not be fully known or apparent until the various alternatives are developed, so this task may be an iterative process, or may be completed following the development of the alternatives.

8.1 Performance Metrics

Consultant will develop and apply basic and advanced performance metrics and screening criteria to evaluate alternatives and strategies. The list of measures below is preliminary and is subject to potential revision determined from input from the Core Team and the study stakeholders.

8.1.1 Transportation, Safety and Traffic Operational Effectiveness

Consultant may develop measures to comparatively determine how each alternative may address transportation demand, safety, traffic capacity, and operational deficiencies and needs as identified in the Purpose and Need.

8.1.2 Land Use Consequences, Impacts and Opportunities

Consultant may develop measures to comparatively determine how each alternative will affect accessibility, mobility, connectivity and land use/economic development potential in the study area (i.e. indirect and cumulative impacts). Some transportation network alternatives are anticipated to affect land use considerations, while some land use and urban design alternatives are anticipated to affect the transportation network. Corresponding land use opportunities and implications will then be assessed and compared.

8.1.3 Financial Analysis and Economical Feasibility

Consultant may develop measures to compare the alternatives in terms of whether the benefits and economic development opportunities are commensurate with the costs. This analysis will also consider the availability of funds for construction and operation, the anticipated economic development benefits and strategies associated with each scenario, and the anticipated equity (i.e., the distribution of costs and benefits).

8.1.4 Environmental Impacts

Consultant may develop measures to compare the alternatives in terms of impacts on environmental resources and feasibility as they relate to environmental issues and regulations. Resources to be considered in this evaluation will include but may not be limited to floodplains, water quality, air quality, noise, historical and cultural resources, hazardous waste, and public lands.

8.1.5 Socio-Economic Impacts

Consultant may develop measures and evaluation factors to compare the alternatives as they relate to impacts to displacements, property values, neighborhoods, and environmental justice.

8.1.6 Conformity with Current and Future Planning Goals and Policies

Consultant may develop measures and evaluation factors to compare the alternatives as they relate to conformance with local and regional planning goals and policies.

8.2 Screening Criteria Memorandum

8.2.1 Draft Screening Criteria Memorandum

Consultant will prepare a draft Screening Criteria Memorandum to document the methodologies and performance metrics to be applied in the study. Consultant will distribute the memorandum to the Core Team and the Technical Advisory Group for review and comment.

8.2.2 Final Screening Criteria Memorandum

Consultant will review comments with the Core Team, address and incorporate comments, and submit the final Screening Criteria Memorandum.

Deliverables:

The Screening Criteria Memorandum may take the form of a Section within Chapter 4 (Alternatives Development and Screening) of the PEL Document.

Draft and Final versions, and reviews would be aligned with the overall preparation of the PEL Document, with at least a draft version provided before the screening is applied.

The final documentation of the screening process, including the Value Planning efforts will be included in the final PEL document.

9.0 ALTERNATIVES DEVELOPMENT

The Consultant will develop alternatives based on the initial input from MAPA and the project partners, TAG and CAG input, as well as public involvement. Alternatives may come from other previous studies and planning documents or may be developed during the initial stages of the PEL study. The alternatives will be developed at increasing levels of detail and will be evaluated and screened using criteria explained elsewhere in this scope of services.

- **Initial Range of Alternatives** – brainstormed without bias and with just enough information to ascertain if the alternative meets the Purpose and Need developed in **Task 6** (Level 1 screening).
- **Practicable Alternatives** – developed at a network level of detail (i.e. lines or points on a map) to evaluate their effectiveness in meeting basic performance metrics developed in **Task 8**, and by the transportation demand modeling efforts explained in **Task 4.2** (Level 2 screening).
- **Reasonable Alternatives** – developed at a greater level of detail (i.e. corridors, general roadway configurations, and anticipated connections to local roadways)

9.1 New Interchange Location(s) and Configurations

Consultant will identify various interchange and other transportation improvement alternatives that may address the problems identified in the Purpose and Need. These alternatives will focus first on the connection points for various local roadways and highways, and then may investigate possible interchange types and configurations, with consideration given to the surrounding development scenarios (i.e. residential development vs. major distribution center development).

Due to the stipulations of a federal earmark and agreements between Sarpy County and NDOT, as well as future city boundary agreements between the Cities of Gretna and Papillion, options considered for a new interchange will at least include locations within the vicinity of 192nd and Capehart Road, as well as other locations nearby.

Consultant will illustrate up to six interchange locations at the conceptual level to be considered as Practicable Alternatives. As described in **Task 4.2**, these interchange locations would be identified for the Practicable Alternatives advancing beyond Level 1 screening (i.e. Purpose and Need) and would be further developed with enough detail to be evaluated in the Level 2 screening using basic performance metrics developed in **Task 8**, and the transportation demand methodology in **Task 4.2**. The Practicable Alternatives would be presented to the TAG, CAG, resource agencies and the public.

For those alternatives advancing past Level 2 screening (i.e. Reasonable Alternatives), they could be developed further with enough detail to be presented to the project partners for consideration in future studies.

9.2 Removed

9.3 Alternatives and Strategies Developed

9.3.1 Draft Alternatives and Strategies Memorandum

Consultant will prepare a draft Alternatives and Strategies Memorandum that explains the alternatives developed and distribute the memorandum to the Core Team and the Technical Advisory Group for review and comment.

9.3.2 Final Alternatives and Strategies Memorandum

Consultant will review comments with the Core Team, address and incorporate comments, and submit the final Alternatives and Strategies Memorandum.

Deliverables:

The “Alternatives and Strategies Memorandum” may take the form of one or more Sections within Chapter 4 (Alternatives Development and Screening) or Chapter 5 (Reasonable Alternatives) of the PEL Document.

Draft and Final versions, and reviews, would be aligned with the overall preparation of the PEL Document.

Assumptions:

- Approximately 8-10 Initial Alternatives will be developed from the Universe of Ideas (no limit)
- Approximately 6 (six) Practicable Alternatives will be developed.
- Data from the MTIS studies regarding prior planning efforts and modal analysis will be included and briefly discussed in this task.

10.0 ALTERNATIVES SCREENING

In coordination with the Core Team, the Initial Range of Alternatives and strategies will be evaluated and screened by the Purpose and Need developed in **Task 6**, transportation demand modeling data and traffic operations analysis performed in **Task 4**, and screening criteria established in **Task 8**. The screening process will involve steps with increasing levels of analysis to reduce the broad range of alternatives to a set of alternatives to be further evaluated at a higher level of detail, and ultimately result in a range of Reasonable Alternatives to be advanced beyond this study.

10.1 Level 1 Screening

The purpose of the Level 1 screening is to screen out any apparently unfeasible alternatives as agreed upon by the Core Team and alternatives that do not meet the Purpose and Need developed in **Task 6**. Alternatives deemed to be impractical, too costly, or redundant with more suitable alternatives could be documented and not carried past this level. The results of the Level 1 screening will be a set of Practicable Alternatives that can be carried into the Level 2 screening.

10.2 Level 2 Screening

Level 2 will evaluate and screen the Practicable Alternatives for their transportation benefits and basic performance metrics developed in **Task 8**. The evaluation for each alternative will include applying TDM model data from **Task 4.2** to determine the extent to which alternatives may perform better than others.

10.3 Defining ‘Unreasonable’ Alternatives

The Consultant along with MAPA, the Project Partners, NDOT, and FHWA, will develop an agreed upon definition of the screening criteria for the ‘unreasonable’ alternatives to be eliminated from further study (if any). This effort will focus on defining the thresholds for terms such as ‘extremely high costs’ and ‘unacceptable environmental impacts.’

10.4 Value Planning Exercise

Consultant will conduct a Value Planning exercise with the Core Team and the TAG to evaluate the Practicable Alternatives during the Level 2 screening. The Value Planning Exercise will focus on cost, performance, and acceptance and will utilize typical screening criteria including environmental, land use, social, and traffic operational data, and evaluate the alternatives for impacts as well as benefits. Through this process, the benefits and drawbacks of various alternatives, in addition to the No-Action, would be presented in the PEL Report. This effort will help support Task 10.3.

10.5 Alternatives Screening Documentation

10.5.1 Draft Alternatives Memorandum

Consultant will prepare a draft Alternatives Memorandum and distribute to the Core Team and the Technical Advisory Group for review and comment. This memorandum will include descriptions of each screening level and how and why alternatives were advanced, as well as their strengths and weaknesses. This document will be incorporated into the final PEL Report, explained in **Task 11**.

10.5.2 Final Alternatives Memorandum

Consultant will review comments with the Core Team, address and incorporate comments, and submit the final Alternatives Memorandum.

Deliverables:

The “Alternatives Memorandum” and the Evaluation Matrices will comprise Chapter 5 (Reasonable Alternatives) of the PEL Document.

Draft and Final versions, and reviews, would be aligned with the overall preparation of the PEL Document.

11.0 PEL STUDY DOCUMENTATION

The Consultant will prepare a PEL Report that will describe the objectives, alternatives, and findings developed within this study. The PEL Report will be a technical summary of the engineering and environmental considerations, assumptions, analysis methodologies and illustrations of the reasonable alternatives and implementation considerations. Included in the report will be the NEPA Implementation Plan and responses to the FHWA PEL Questionnaire. The objective of the study will be to receive an acceptance letter from FHWA.

11.1 Draft PEL Report

A draft PEL Report will be prepared by the Consultant for review and comment. One set of consolidated comments will be received from the Core Team for incorporation into the final document.

The PEL Study report will include the following chapters which may be subject to revision as directed and approved by the Core Team:

The PEL Report will consist of the following Chapters:

Chapter 1 – Introduction
Chapter 2 – Purpose and Need
Chapter 3 – Affected Environment
Chapter 4 – Alternatives Development & Screening
Chapter 5 – Reasonable Alternatives
Chapter 6 – Public & Resource Agency Coordination
Chapter 7 – Next Steps

Appendices may include: Historic Reports Summary, Land Use Scenario Planning, Traffic Operations, Outreach Summaries, Alternative Exhibits, and others.

11.2 Draft NEPA Transition Plan and FHWA PEL Questionnaire

The Consultant will prepare a strategic plan for identifying segments of independent utility and probable NEPA classifications for the reasonable alternatives to be carried forward for subsequent NEPA analyses. The Consultant will review the FHWA PEL Questionnaire to determine what information is available to carry into the NEPA process, and how subsequent NEPA studies can be appropriately scoped to include any follow-on steps identified in the Questionnaire. Components of the PEL Study report to be addressed in the Questionnaire will include:

- **Agency Scoping**
 - How the PEL methodology should be presented in NEPA.
 - What additional steps should be taken with each agency during NEPA scoping.
 - Whether any unresolved issues exist with the public, stakeholders, or agencies.
 - How to use PEL study information when coordinating with agencies and the public during the NEPA process.
 - Critical issues identified in the PEL study that need consideration in the NEPA process.

- **Purpose and Need**
 - What steps will need to be taken during the NEPA process to convert the PEL study vision/purpose and need into a project-level purpose and need statement(s).
- **Alternatives to be Brought Forward**
 - Which project alternatives may be brought forward into NEPA and why.
- **Environmental Analysis and Mitigation**
 - Which resource issues need to be considered during NEPA.
 - Which environmental resources were evaluated in the PEL study and why, and how environmental resource data will be supplemented during the NEPA process.
 - Which environmental resources were not evaluated in the PEL study and why, and whether they should be reviewed during the NEPA process.
 - Mitigation strategies that should be analyzed during NEPA.

The plan will also include planning-level analysis and recommendations for potential funding and financing strategies for future improvements recommended in the PEL Study.

A draft NEPA Transition and Documentation Report will be prepared by the Consultant for review and comment. The NEPA Transition and Documentation Report will be a technical summary of the engineering and environmental considerations, assumptions, analysis methodologies and illustrations of the reasonable alternatives and implementation considerations. The Consultant will also complete the FHWA PEL Questionnaire for documentation of the PEL Study and for use with the future NEPA actions. A draft questionnaire will be submitted with the draft PEL report for review and comment.

11.3 Final PEL Report, NEPA Transition Plan and FHWA PEL Questionnaire

Based on comments, a final PEL Report, NEPA Transition Plan and FHWA Questionnaire will be prepared by the Consultant for submission to FHWA by the Core Team. The Consultant will assist the project sponsors with the presentation of the final PEL Report to agency leadership, project partners and key stakeholders, as requested.

Deliverables:

- Draft PEL Report
- Draft NEPA Transition Plan
- Draft FHWA PEL Questionnaire
- Final PEL Report, NEPA Transition Plan and FHWA PEL Questionnaire

12.0 DEFINITIONS AND TERMS

Preliminary PEL Study Area: Detailed condition assessment, preliminary corridor for potential interchange alternatives, subject to change based on development of alternatives and stakeholder/public involvement.

Preliminary Data Modeling Area: Overall travel modeling area, captures input data for traffic operations, area in which travel patterns may be affected by proposed changes in the Study Area.

Core Team: Consists of primary representatives of MAPA, Sarpy County, Cities of Papillion and Gretna, and NDOT. The Core Team will meet regularly (at least monthly) to discuss project progress and make key decisions.

Technical Advisory Group: Consists of the Core Team with additional representation from each of their agencies/staff to provide technical guidance on various topics (traffic, planning, economics, design). Also includes additional staff from NDOT and FHWA.

Community Advisory Group: Consists of designated representatives from the Core Team jurisdictions expanded to include representatives from the adjacent municipal jurisdictions, possibly to include the cities of Springfield, Bellevue, LaVista, Omaha, and other public or private entities as directed by the Core Team.

Consultant: Alfred Benesch and Company and its subconsultants (Hg Consult, Vireo, and Cambridge Systematics)

Resource Agency: Federal, State, and local agencies with primary responsibility for natural resources, including the United States Army Corps of Engineers, United State Fish and Wildlife Service, United States Environmental Protection Agency, Nebraska Game and Parks Commission, Nebraska Department of Natural Resources, Nebraska Department of Environment and Energy, Papio-Missouri River Natural Resources District, among others.

Initial Range of Alternatives: Those alternatives presented by MAPA or the Project Partners, Consultant, Agencies, or the Public that have a basic proposition to address some or all of the problems in the Study Area, but have not been vetted to determine if or how much they meet the components of the Purpose and Need statement of the project.

Practicable Alternatives: Those alternatives that meet the Purpose and Need and are capable of being done within the realm of possibility but have not been validated for basic performance metrics.

Reasonable Alternatives: Those alternatives that meet the Purpose and Need, are capable of being done, that meet basic performance metrics and present logical solutions to the problems at hand, and do not have extremely high costs or unacceptable environmental impacts.

Staffing Plan (CPFF)

Enter General Project Type HERE

Project Name: Sarpy County I-80 Interchange Planning Study
Consultant: Alfred Benesch and Company
Consultant PM: Craig Mielke
LPA RC: Example: Sue Jones, 402-777-0000, sue@lpa.gov
NDOT PC: Example: Jane Smith, 402-479-0001, jane.smith@nebraska.gov
Date: January 23, 2020

Project Number: PLM-1(57)
Control Number: 01001M



#	Code	Classification	#	Code	Classification
1	PR	Principal	6	DES	Designer
2	PM	Project Manager	7	TECH	Technician
3	SENG	Sr. Engineer	8		
4	ENG	Engineer	9	ENV	Enviromental Scientist
5			10		

Overhead Rate ^[1]
161.09%
Fee for Profit Rate ^[2]
12.60%
FCCM (if applicable)
0.68%

BLENDING RATES TABLE

Template: T-WB-Generic Fee Proposal (rev 11-07-2019) CPFF

Employee Name	Job Title & Certifications ^[3]	Current Actual Salary Rate/Hr ^[4]	% Assigned
Principal			
Mike Gorman, PE	Project Principal	\$96.00	100%
	Blended Rate:	\$96.00	
Project Manager			
Craig Mielke, PWS	Group Manager, Environmental Scientist	\$56.00	100%
	Blended Rate:	\$56.00	
Sr. Engineer			
Jim Jussel, PE, PTOE	Project Manager II, Traffic Engineer	\$58.60	100%
	Blended Rate:	\$58.60	
Engineer			
Pat Kastl, PE	Project Manager II, Roadway Engineer	\$58.50	60%
Chris Hennings, PE	Project Manager, Roadway Engineer	\$47.00	40%
	Blended Rate:	\$53.90	
Designer			
Jessica Iszczyszyn	Design Engineer - Traffic	\$33.20	100%
	Blended Rate:	\$33.20	
Technician			
Tracy Salisbury	Technologist II	\$29.00	100%
	Blended Rate:	\$29.00	
Enviromental Scientist			
Zach Kresl	Project Scientist II	\$37.00	100%
	Blended Rate:	\$37.00	

Consultant's Estimate of Hours

Enter General Project Type HERE

Project Name: Sarpy County I-80 Interchange Planning Study

Project Number: PLM-1(57)

Consultant: Alfred Benesch and Company

Control Number: 01001M

Consultant PM: Craig Mielke

NDOT PC:

Date: January 23, 2020

TASKS	PERSONNEL CLASSIFICATIONS										
	PR	PM	SENG	ENG		DES	TECH		ENV		Total
I. Project Management	6	240	20						8		274
1.1. Project Management Plan		16									16
1.2. Project Controls and Administration		66									66
1.3. Data Sharing		8									8
1.4. Kickoff Meeting	4	12	8						8		32
1.5. Core Team Meetings		24									24
1.6. Internal Meetings		52	12								64
1.7. Technical Advisory Group (coord. and management) - mtgs below		24									24
1.8. Community Advisory Group (coord. and management) - mtgs below		24									24
1.9. Miscellaneous Meetings	2	14									16
II. Study Area Condition Assessment		28	12						51		91
2.1. Planning Context		4							15		19
2.2. Resource Agency Scoping		8							8		16
2.3. Transportation System Assessment			12								12
2.4. Environmental and Land Use Assessment		8							12		20
2.5. Reporting		8							16		24
III. Outreach and Public Engagement		32	12						20		64
3.1. Public Involvement Plan		8									8
3.2.1 Deployment - CAG meetings									12		12
3.2.2 Deployment - Public Meetings		12	12								24
3.2.3-3.2.6 Deployment - Email, Online, Social Media, Press Releases		8									8
3.3. Documentation		4							8		12
IV. Transportation Modeling and Traffic Analysis			60			64			16		140
4.1. Methods and Assumptions			12								12
4.2. Regional Travel Demand Modelling			12								12
4.3. Traffic Operations Analysis			20			64			16		100
4.4. Reporting			16								16
V. Data Collection		12							41		53
5.1. Study Area Base Mapping		8							20		28
5.2. Environmental Data		4							21		25

TASKS	PERSONNEL CLASSIFICATIONS										
	PR	PM	SENG	ENG		DES	TECH		ENV		Total
VI. Purpose and Need	2	32	8								42
6.1. Develop P&N	2	16	8								26
6.2. Documentation of P&N		16									16
VII. Land Use Scenario Planning		24							8		32
7.1. Existing Conditions Analysis									4		4
7.2. Land Use Profile									4		4
7.3. Stakeholder Land Use Visioning		8									8
7.4. Preliminary Land Use Scenarios Memorandum		8									8
7.5. Final Land Use Scenarios Report		8									8
VIII. Screening Criteria Development	2	40	12						16		70
8.1. Performance Metrics	2	24	8						16		50
8.2. Screening Criteria Memorandum		16	4								20
IX. Alternatives Development		28	24				30		12		94
9.1. New Interchanges		16	24				30				70
9.2. Street Network Layout											
9.3. Reporting		12							12		24
X. Screening	4	30	24	8					28		94
10.1. Level 1		8									8
10.2. Level 2		8							6		14
10.3. Level 3-Defining Unreasonable Alternatives		8	24						6		38
10.4. Value Planning Exercise	4	4		8							16
10.5. Reporting		2							16		18
XI. PEL Study Documentation	6	36	72	48			10				172
11.1- 11.2 Draft PEL Report, Transition Plan, FHWA Questionnaire		16	72	48			10				146
11.3. Final Report	6	20									26
<i>Total Days</i>	<i>2.5</i>	<i>62.8</i>	<i>30.5</i>	<i>7</i>		<i>8</i>	<i>5</i>		<i>25</i>		<i>141</i>
Total Hours	20	502	244	56		64	40		200		1,126.0

Direct Expenses**Enter General Project Type HERE**

Project Name: Sarpy County I-80 Interchange Planning Study
Consultant: Alfred Benesch and Company
Date: January 23, 2020

Project Number: PLM-1(57)
Control Number: 01001M

Subconsultants:			Amount
Hg Consult			\$114,307.27
Vireo			\$50,936.14
Cambridge Systematics			\$30,205.52
Subtotal			\$195,448.93
Printing and Reproduction:	Qty	Unit Cost	Amount
Printing and Reproduction:	351	\$1.00	\$351.00
Subtotal			\$351.00
Mileage/Travel:	Qty	Unit Cost	Amount
Mileage/Travel:		\$0.580	
Subtotal			
Lodging/Meals:	Qty	Unit Cost	Amount
Motel - Standard Rate \$96+tax		\$113.00	
Motel - Omaha/Douglas Co. \$110+tax		\$126.00	
Meals & Incidentals (GSA Standard Rate, full days)		\$55.00	
Meals & Incidentals (GSA Standard Rate, first and last days)		\$41.25	
Meals & Incidentals (GSA Std Rate, full days, Omaha/Douglas Co.)		\$61.00	
Meals & Incidentals (GSA Std Rate, first and last days, Omaha/Douglas Co.)		\$45.75	
Subtotal			
Other Miscellaneous Costs:	Qty	Unit Cost	Amount
	1	\$1.00	\$1.00
Subtotal			\$1.00
TOTAL DIRECT EXPENSES			\$195,800.93

Project Cost & Breakdown

Enter General Project Type HERE

Project Name:

Sarpy County I-80 Interchange Planning Study

Project Number:

PLM-1(57)

Consultant:

Alfred Benesch and Company

Control Number:

01001M

Consultant PM:

Craig Mielke

NDOT PC:

Date:

January 23, 2020

DIRECT LABOR COSTS			
Classification	Hours	Rate	Amount
Principal	20	\$96.00	\$1,920.00
Project Manager	502	\$56.00	\$28,112.00
Sr. Engineer	244	\$58.60	\$14,298.40
Engineer	56	\$53.90	\$3,018.40
Designer	64	\$33.20	\$2,124.80
Technician	40	\$29.00	\$1,160.00
Enviromental Scientist	200	\$37.00	\$7,400.00
	1126	Subtotal	\$58,033.60

DIRECT EXPENSES	Amount
Subconsultants:	\$195,448.93
Printing And Reproduction:	\$351.00
Mileage/Travel:	
Lodging/Meals:	
Other Miscellaneous Costs:	\$1.00
Subtotal	\$195,800.93

TOTAL PROJECT COSTS	Amount
Direct Labor Costs	\$58,033.60
Labor Cost Escalation Factor for Multi-year Projects (if allowed): Y 1.0 years @ 3.0% / year =	
Overhead @ 161.09%	\$93,486.33
Facility Capital Cost of Money (FCCM) @ 0.680% (labor costs x FCCM%)	\$394.63
Direct Expenses	\$195,800.93
Fee for Profit Rate @ 12.60%	\$19,091.51
TOTAL COST	\$366,807.00

Staffing Plan (CPFF)

Enter General Project Type HERE

SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT

Project Name: Sarpy County I-80 Interchange Planning Study

Project Number: PLM-1(57)

SubConsultant: Hg Consult, Inc.

Control Number: 01001M

Sub PM: Stephen Wells, AICP

LPA RC: Example: Sue Jones, 402-777-0000, sue@lpa.gov

NDOT PC: Example: Jane Smith, 402-479-0001, jane.smith@nebraska.gov

Date: January 23, 2020



#	Code	Classification	#	Code	Classification
1	DPM	Deputy Project Manager	6		
2	ENG	Engineer	7		
3	SPLN	Sr. Planner	8		
4	PLN	Planner	9		
5	CAD	GIS/CADD	10		

Overhead Rate ^[1]
156.74%
Fee for Profit Rate ^[2]
12.60%
FCCM (if applicable)

BLENDING RATES TABLE

Template: T-WB-Generic Fee Proposal (rev 11-07-2019) CPFF

Employee Name	Job Title & Certifications ^[3]	Current Actual Salary Rate/Hr ^[4]	% Assigned
Deputy Project Manager			
Stephen Wells, AICP	Vice President	\$79.33	100%
Blended Rate:		\$79.33	
Engineer			
Josh Castor, PE	Engineer	\$49.47	100%
Blended Rate:		\$49.47	
Sr. Planner			
Brenda Durbahn	Senior Planner	\$56.55	100%
Blended Rate:		\$56.55	
Planner			
Jen Johnson	Planner	\$48.50	100%
Blended Rate:		\$48.50	
GIS/CADD			
Brian Wrisinger	GIS/CADD	\$56.55	100%
Blended Rate:		\$56.55	

SubConsultant Hours

Enter General Project Type HERE

SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT

Project Name: Sarpy County I-80 Interchange Planning Study

Project Number: PLM-1(57)

SubConsultant: Hg Consult, Inc.

Control Number: 01001M

Sub PM: Stephen Wells, AICP

NDOT PC:

Date: January 23, 2020

TASKS	PERSONNEL CLASSIFICATIONS										Total
	DPM	ENG	SPLN	PLN	CAD						
I. Project Management	106		24								130
1.1. Project Management Plan	8										8
1.2. Project Controls and Administration	12										12
1.3. Data Sharing											
1.4. Kickoff Meeting	12		8								20
1.5. Core Team Meetings	12		4								16
1.6. Internal Meetings	26		12								38
1.7. Technical Advisory Group (coord. and management) - mtgs below	24										24
1.8. Community Advisory Group (coord. and management) - mtgs below	12										12
1.9. Miscellaneous Meetings											
II. Study Area Condition Assessment	2		8	6							16
2.1. Planning Context			6	6							12
2.2. Resource Agency Scoping											
2.3. Transportation System Assessment											
2.4. Environmental and Land Use Assessment											
2.5. Reporting	2		2								4
III. Outreach and Public Engagement	12		2								14
3.1. Public Involvement Plan	2		2								4
3.2.1 Deployment - CAG meetings											
3.2.2 Deployment - Public Meetings	8										8
3.2.3-3.2.6 Deployment - Email, Online, Social Media, Press Releases											
3.3. Documentation	2										2
IV. Transportation Modeling and Traffic Analysis	2	4									6
4.1. Methods and Assumptions											
4.2. Regional Travel Demand Modelling											
4.3. Traffic Operations Analysis											
4.4. Reporting	2	4									6
V. Data Collection	4		16	20							40
5.1. Study Area Base Mapping	2		16	20							38
5.2. Environmental Data	2										2

TASKS	PERSONNEL CLASSIFICATIONS										
	DPM	ENG	SPLN	PLN	CAD						Total
VI. Purpose and Need	34		34	20							88
6.1. Develop P&N	10		10	20							40
6.2. Documentation of P&N	24		24								48
VII. Land Use Scenario Planning	16										16
7.1. Existing Conditions Analysis											
7.2. Land Use Profile											
7.3. Stakeholder Land Use Visioning	8										8
7.4. Preliminary Land Use Scenarios Memorandum	4										4
7.5. Final Land Use Scenarios Report	4										4
VIII. Screening Criteria Development	6										6
8.1. Performance Metrics	4										4
8.2. Screening Criteria Memorandum	2										2
IX. Alternatives Development	8	4									12
9.1. New Interchanges											
9.2. Street Network Layout											
9.3. Reporting	8	4									12
X. Screening	12		10								22
10.1. Level 1	4										4
10.2. Level 2	4										4
10.3. Level 3											
10.4. Value Planning Workshop											
10.5. Reporting	4		10								14
XI. PEL Study Documentation	92	50	70	38							250
11.1- 11.2 Draft PEL Report, Transition Plan, FHWA Questionnaire	72	50	58	22							202
11.3. Final Report	20		12	16							48
Total Days	36.8	7.25	20.5	11							75
Total Hours	294	58	164	84							600.0

Direct Expenses

Enter General Project Type HERE

SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT

Project Name: Sarpy County I-80 Interchange Planning Study

Project Number: PLM-1(57)

SubConsultant: Hg Consult, Inc.

Control Number: 01001M

Date: January 23, 2020

Subconsultants:			Amount
Subtotal			
Printing and Reproduction:	Qty	Unit Cost	Amount
Subtotal			
Mileage/Travel:	Qty	Unit Cost	Amount
Mileage/Travel:		\$0.580	
Subtotal			
Lodging/Meals:	Qty	Unit Cost	Amount
Motel - Standard Rate \$96+tax		\$113.00	
Motel - Omaha/Douglas Co. \$110+tax		\$126.00	
Meals & Incidentals (GSA Standard Rate, full days)		\$55.00	
Meals & Incidentals (GSA Standard Rate, first and last days)		\$41.25	
Meals & Incidentals (GSA Std Rate, full days, Omaha/Douglas Co.)		\$61.00	
Meals & Incidentals (GSA Std Rate, first and last days, Omaha/Douglas Co.)		\$45.75	
Subtotal			
Other Miscellaneous Costs:	Qty	Unit Cost	Amount
Subtotal			
TOTAL DIRECT EXPENSES			

Project Cost & Breakdown

Enter General Project Type HERE

SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT

Project Name: Sarpy County I-80 Interchange Planning Study

SubConsultant: Hg Consult, Inc.

Sub PM: Stephen Wells, AICP

NDOT PC:

Date: January 23, 2020

Project Number: PLM-1(57)

Control Number: 01001M

DIRECT LABOR COSTS			
Classification	Hours	Rate	Amount
Deputy Project Manager	294	\$79.33	\$23,323.02
Engineer	58	\$49.47	\$2,869.26
Sr. Planner	164	\$56.55	\$9,274.20
Planner	84	\$48.50	\$4,074.00
GIS/CADD		\$56.55	
	600	Subtotal	\$39,540.48

DIRECT EXPENSES	Amount
Subconsultants:	
Printing And Reproduction:	
Mileage/Travel:	
Lodging/Meals:	
Other Miscellaneous Costs:	
Subtotal	

TOTAL PROJECT COSTS	Amount
Direct Labor Costs	\$39,540.48
Labor Cost Escalation Factor for Multi-year Projects (if allowed): Y 1.0 years @ 3.0% / year =	
Overhead @ 156.74%	\$61,975.75
Facility Capital Cost of Money (FCCM) @ (labor costs x FCCM%)	
Direct Expenses	
Fee for Profit Rate @ 12.60%	\$12,791.04
SUBCONSULTANT TOTAL COST	\$114,307.27

Staffing Plan (CPFF)

Enter General Project Type HERE

SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT

Project Name: Sarpy County I-80 Interchange Planning Study

Project Number: PLM-1(57)

SubConsultant: Cambridge Systematics

Control Number: 01001M

Sub PM: Jason Lemp

LPA RC: Example: Sue Jones, 402-777-0000, sue@lpa.gov

NDOT PC: Example: Jane Smith, 402-479-0001, jane.smith@nebraska.gov

Date: January 23, 2020



#	Code	Classification	#	Code	Classification
1	LMOD	TDM Lead Modeler	6		
2	MOD	TDM Modeler	7		
3			8		
4			9		
5			10		

Overhead Rate ^[1]
175.00%
Fee for Profit Rate ^[2]
12.60%
FCCM (if applicable)
 %

BLENDED RATES TABLE

Template: T-WB-Generic Fee Proposal (rev 11-07-2019) CPFF

Employee Name	Job Title & Certifications ^[3]	Current Actual Salary Rate/Hr ^[4]	% Assigned
TDM Lead Modeler			
Jason Lemp	Senior Associate	\$65.33	100%
Blended Rate:		\$65.33	
TDM Modeler			
Haiyun Lin	Travel Demand Modeler	\$45.33	100%
Blended Rate:		\$45.33	

SubConsultant Hours

Enter General Project Type HERE

SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT

Project Name: Sarpy County I-80 Interchange Planning Study Project Number: PLM-1(57)
 SubConsultant: Cambridge Systematics Control Number: 01001M
 Sub PM: Jason Lemp
 NDOT PC:
 Date: January 23, 2020

TASKS	PERSONNEL CLASSIFICATIONS										Total
	LMOD	MOD									
I. Project Management	32										32
1.1. Project Management Plan											
1.2. Project Controls and Administration	6										6
1.3. Data Sharing											
1.4. Kickoff Meeting	8										8
1.5. Core Team Meetings	4										4
1.6. Internal Meetings	12										12
1.7. Technical Advisory Group (coord. and management) - mtgs below											
1.8. Community Advisory Group (coord. and management) - mtgs below											
1.9. Miscellaneous Meetings	2										2
II. Study Area Condition Assessment		8									8
2.1. Planning Context		8									8
2.2. Resource Agency Scoping											
2.3. Transportation System Assessment											
2.4. Environmental and Land Use Assessment											
2.5. Reporting											
III. Outreach and Public Engagement											
3.1. Public Involvement Plan											
3.2.1 Deployment - CAG meetings											
3.2.2 Deployment - Public Meetings											
3.2.3-3.2.6 Deployment - Email, Online, Social Media, Press Releases											
3.3. Documentation											
IV. Transportation Modeling and Traffic Analysis	38	77									115
4.1. Methods and Assumptions	8										8
4.2. Regional Travel Demand Modelling	22	61									83
4.3. Traffic Operations Analysis											
4.4. Reporting	8	16									24
V. Data Collection											
5.1. Study Area Base Mapping											
5.2. Environmental Data											

TASKS	PERSONNEL CLASSIFICATIONS										
	LMOD	MOD									Total
VI. Purpose and Need											
6.1. Develop P&N											
6.2. Documentation of P&N											
VII. Land Use Scenario Planning											
7.1. Existing Conditions Analysis											
7.2. Land Use Profile											
7.3. Stakeholder Land Use Visioning											
7.4. Preliminary Land Use Scenarios Memorandum											
7.5. Final Land Use Scenarios Report											
VIII. Screening Criteria Development	4										4
8.1. Performance Metrics	4										4
8.2. Screening Criteria Memorandum											
IX. Alternatives Development	6										6
9.1. New Interchanges	2										2
9.2. Street Network Layout	2										2
9.3. Reporting	2										2
X. Screening	6	6									12
10.1. Level 1	2	2									4
10.2. Level 2	2	2									4
10.3. Level 3	2	2									4
10.4. Value Planning Workshop											
10.5. Reporting											
XI. PEL Study Documentation											
11.1- 11.2 Draft PEL Report, Transition Plan, FHWA Questionnaire											
11.3. Final Report											
Total Days	10.8	11.4									22
Total Hours	86	91									177.0

Direct Expenses

Enter General Project Type HERE

SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT

Project Name: Sarpy County I-80 Interchange Planning Study

Project Number: PLM-1(57)

SubConsultant: Cambridge Systematics

Control Number: 01001M

Date: January 23, 2020

Subconsultants:			Amount
Subtotal			
Printing and Reproduction:	Qty	Unit Cost	Amount
Subtotal			
Mileage/Travel:	Qty	Unit Cost	Amount
Mileage/Travel:		\$0.580	
Subtotal			
Lodging/Meals:	Qty	Unit Cost	Amount
Motel - Standard Rate \$96+tax		\$113.00	
Motel - Omaha/Douglas Co. \$110+tax		\$126.00	
Meals & Incidentals (GSA Standard Rate, full days)		\$55.00	
Meals & Incidentals (GSA Standard Rate, first and last days)		\$41.25	
Meals & Incidentals (GSA Std Rate, full days, Omaha/Douglas Co.)		\$61.00	
Meals & Incidentals (GSA Std Rate, first and last days, Omaha/Douglas Co.)		\$45.75	
Subtotal			
Other Miscellaneous Costs:	Qty	Unit Cost	Amount
Misc expenses	1	\$35.05	\$35.05
Subtotal			\$35.05
TOTAL DIRECT EXPENSES			\$35.05

Project Cost & Breakdown

Enter General Project Type HERE

SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT

Project Name: Sarpy County I-80 Interchange Planning Study

SubConsultant: Cambridge Systematics

Sub PM: Jason Lemp

NDOT PC:

Date: January 23, 2020

Project Number: PLM-1(57)

Control Number: 01001M

DIRECT LABOR COSTS			
Classification	Hours	Rate	Amount
TDM Lead Modeler	86	\$65.33	\$5,618.38
TDM Modeler	91	\$45.33	\$4,125.03
177			Subtotal
			\$9,743.41

DIRECT EXPENSES	Amount
Subconsultants:	
Printing And Reproduction:	
Mileage/Travel:	
Lodging/Meals:	
Other Miscellaneous Costs:	\$35.05
Subtotal	\$35.05

TOTAL PROJECT COSTS	Amount
Direct Labor Costs	\$9,743.41
Labor Cost Escalation Factor for Multi-year Projects (if allowed): Y 1.0 years @ 3.0% / year =	
Overhead @ 175.00%	\$17,050.97
Facility Capital Cost of Money (FCCM) @ (labor costs x FCCM%)	
Direct Expenses	\$35.05
Fee for Profit Rate @ 12.60%	\$3,376.09
SUBCONSULTANT TOTAL COST	\$30,205.52

Staffing Plan (CPFF)

Enter General Project Type HERE

SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT

Project Name: Sarpy County I-80 Interchange Planning Study

Project Number: PLM-1(57)

SubConsultant: Vireo (Patti Banks Associates dba Vireo)

Control Number: 01001M

Sub PM: Robin Fordyce, PLA, 402-972-8736, robin@bevireo.com

LPA RC: Example: Sue Jones, 402-777-0000, sue@lpa.gov



NDOT PC: Example: Jane Smith, 402-479-0001, jane.smith@nebraska.gov

Date: January 23, 2020

#	Code	Classification	#	Code	Classification
1	PR	Principal	6		
2	PI	Public Involvement Specialist	7		
3	PLN	Planner	8		
4	DES	Designer	9		
5			10		

Overhead Rate ^[1]
153.70%
Fee for Profit Rate ^[2]
12.60%
FCCM (if applicable)
 %

BLENDING RATES TABLE

Template: T-WB-Generic Fee Proposal (rev 11-07-2019) CPFF

Employee Name	Job Title & Certifications ^[3]	Current Actual Salary Rate/Hr ^[4]	% Assigned
Principal			
Robin Fordyce	Landscape Architect, PLA	\$45.67	100%
Blended Rate:		\$45.67	
Public Involvement Specialist			
Triveece Penelton	City Planner, Comm. Engagement, AICP	\$33.65	100%
Blended Rate:		\$33.65	
Planner			
Ben Wagner	Landscape Architect, PLA	\$28.85	60%
Lindsay French	Graphic Designer	\$27.88	40%
Blended Rate:		\$28.46	
Designer			
Becca Pruett	Designer	\$19.23	100%
Blended Rate:		\$19.23	

SubConsultant Hours

Enter General Project Type HERE

SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT

Project Name: Sarpy County I-80 Interchange Planning Study **Project Number:** PLM-1(57)
SubConsultant: Vireo (Patti Banks Associates dba Vireo) **Control Number:** 01001M
Sub PM: Robin Fordyce, PLA, 402-972-8736, robin@bevireo.com
NDOT PC: _____
Date: January 23, 2020

TASKS	PERSONNEL CLASSIFICATIONS										Total
	PR	PI	PLN	DES							
I. Project Management	20	32									52
1.1. Project Management Plan											
1.2. Project Controls and Administration		12									12
1.3. Data Sharing											
1.4. Kickoff Meeting	4	4									8
1.5. Core Team Meetings	4	4									8
1.6. Internal Meetings	12	12									24
1.7. Technical Advisory Group (coord. and management) - mtgs below											
1.8. Community Advisory Group (coord. and management) - mtgs below											
1.9. Miscellaneous Meetings											
II. Study Area Condition Assessment	6	2									8
2.1. Planning Context	6	2									8
2.2. Resource Agency Scoping											
2.3. Transportation System Assessment											
2.4. Environmental and Land Use Assessment											
2.5. Reporting											
III. Outreach and Public Engagement	12	132	66	104							314
3.1. Public Involvement Plan		16									16
3.2.1 Deployment - CAG meetings	5	30	22	20							77
3.2.2 Deployment - Public Meetings	3	30	22	20							75
3.2.3-3.2.6 Deployment - Email, Online, Social Media, Press Releases	4	52	22	48							126
3.3. Documentation		4		16							20
IV. Transportation Modeling and Traffic Analysis	2			8							10
4.1. Methods and Assumptions											
4.2. Regional Travel Demand Modelling											
4.3. Traffic Operations Analysis	2			8							10
4.4. Reporting											
V. Data Collection											
5.1. Study Area Base Mapping											
5.2. Environmental Data											

TASKS	PERSONNEL CLASSIFICATIONS										Total
	PR	PI	PLN	DES							
VI. Purpose and Need											
6.1. Develop P&N											
6.2. Documentation of P&N											
VII. Land Use Scenario Planning	56	36	38	52							182
7.1. Existing Conditions Analysis	12	4		16							32
7.2. Land Use Profile	4	8	6								18
7.3. Stakeholder Land Use Visioning	12	20									32
7.4. Preliminary Land Use Scenarios Memorandum	12	2	16	24							54
7.5. Final Land Use Scenarios Report	16	2	16	12							46
VIII. Screening Criteria Development	2	2									4
8.1. Performance Metrics	2	2									4
8.2. Screening Criteria Memorandum											
IX. Alternatives Development											
9.1. New Interchanges											
9.2. Street Network Layout											
9.3. Reporting											
X. Screening											
10.1. Level 1											
10.2. Level 2											
10.3. Level 3											
10.4. Value Planning Workshop											
10.5. Reporting											
XI. PEL Study Documentation											
11.1- 11.2 Draft PEL Report, Transition Plan, FHWA Questionnaire											
11.3. Final Report											
Total Days	12.3	25.5	13	20.5							71
Total Hours	98	204	104	164							570.0

Direct Expenses

Enter General Project Type HERE

SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT

Project Name: Sarpy County I-80 Interchange Planning Study

Project Number: PLM-1(57)

SubConsultant: Vireo (Patti Banks Associates dba Vireo)

Control Number: 01001M

Date: January 23, 2020

Subconsultants:			Amount
Subtotal			
Printing and Reproduction:	Qty	Unit Cost	Amount
Public Engagement Materials		\$0.95	
Subtotal			
Mileage/Travel:	Qty	Unit Cost	Amount
Mileage/Travel:		\$0.580	
4 trips to Project Meetings Car Rental:		\$180.000	
Subtotal			
Lodging/Meals:	Qty	Unit Cost	Amount
Motel - Standard Rate \$96+tax		\$113.00	
Motel - Omaha/Douglas Co. \$110+tax		\$126.00	
Meals & Incidentals (GSA Standard Rate, full days)		\$55.00	
Meals & Incidentals (GSA Standard Rate, first and last days)		\$41.25	
Meals & Incidentals (GSA Std Rate, full days, Omaha/Douglas Co.)		\$61.00	
Meals & Incidentals (GSA Std Rate, first and last days, Omaha/Douglas Co.)		\$45.75	
Subtotal			
Other Miscellaneous Costs:	Qty	Unit Cost	Amount
Digital Engagement: Digicate	2	\$75.00	\$150.00
Website Hosting SSL Certificate	1	\$125.00	\$125.00
Digital Engagement: Mural	1	\$288.00	\$288.00
Translation Services	3	\$171.16	\$513.48
Misc			
Subtotal			\$1,076.48
TOTAL DIRECT EXPENSES			\$1,076.48

Project Cost & Breakdown

Enter General Project Type HERE

SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT

Project Name: Sarpy County I-80 Interchange Planning Study

SubConsultant: Vireo (Patti Banks Associates dba Vireo)

Sub PM: Robin Fordyce, PLA, 402-972-8736, robin@bevireo.com

NDOT PC:

Date: January 23, 2020

Project Number: PLM-1(57)

Control Number: 01001M

DIRECT LABOR COSTS			
Classification	Hours	Rate	Amount
Principal	98	\$45.67	\$4,475.66
Public Involvement Specialist	204	\$33.65	\$6,864.60
Planner	104	\$28.46	\$2,959.84
Designer	164	\$19.23	\$3,153.72
570 Subtotal			\$17,453.82

DIRECT EXPENSES	Amount
Subconsultants:	
Printing And Reproduction:	
Mileage/Travel:	
Lodging/Meals:	
Other Miscellaneous Costs:	\$1,076.48
Subtotal	\$1,076.48

TOTAL PROJECT COSTS	Amount
Direct Labor Costs	\$17,453.82
Labor Cost Escalation Factor for Multi-year Projects (if allowed): y 1.0 years @ 3.0% / year =	
Overhead @ 153.70%	\$26,826.52
Facility Capital Cost of Money (FCCM) @ (labor costs x FCCM%)	
Direct Expenses	\$1,076.48
Fee for Profit Rate @ 12.60%	\$5,579.32
SUBCONSULTANT TOTAL COST	\$50,936.14



COG Assistance FY22 Sub-Contract Agreement

Statement of Purpose

- 1.1 IEDA sought assistance for COG Assistance within local and regional communities.
- 1.2 Iowa Association of Regional Councils dba Iowa Association of Councils of Government (ICOG) was selected as the service provider for this program.
- 1.3 ICOG will provide contract management for Councils of Governments (COGs) and subcontract with _____ (COG Agency).
- 1.4 IEDA reserves the right to review and approve this subcontract.

Duration of Contract

- 2.1 The term of this contract shall be July 1, 2021 to June 30, 2022 unless terminated earlier in accordance with the termination section of this contract.
- 2.2 Renewal shall be accomplished with agreement of both parties, subject to renewal by IEDA of its contract with ICOG.
- 2.3 If during the course of the subcontract period ICOG or COG Agency wishes to change or revise the subcontract, prior written approval from IEDA is required.

Statement of Work

- 3.1 Each participating COG will provide planning and technical assistance to local governments within the service delivery area (SDA) listed below and must be consistent with duties outlined in Iowa Code 2013 section 28H.3, specifically providing products to the SDA in support of Community Development Block Grant (CDBG) type of activities including but not limited to:
 - 3.2 Support of Economic Development
 - 3.3 Governmental Services
 - 3.4 Infrastructure
 - 3.5 Workforce Development
- 3.6 COG must submit COG Report to outlining services conducted before compensation can be reimbursed from ICOG.
- 3.7 Please note the COG Report must be submitted before funds can be drawn.
- 3.8 COG Report can be submitted once with total amount of funds requested.

Compensation

COG fee	ICOG fee	Total
\$16,176.47	\$0.00	\$16,176.47



IOWA ASSOCIATION
OF COUNCILS OF GOVERNMENTS

Agreed by on this date: _____.

A handwritten signature in black ink, appearing to read 'Carl Lingen', written over a horizontal line.

Carl Lingen, Executive Director

COG Representative

Iowa Association of Councils of Governments

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

THIS AGREEMENT made and entered into this **28th** day of **October, 2021**, by and between the Omaha-Council Bluffs Metropolitan Area Planning Agency (hereinafter called MAPA), and Cass County (hereinafter called **Member**).

WITNESSETH:

WHEREAS, a group of agencies from Eastern Nebraska and Western Iowa the Nebraska-Iowa Regional Orthophotography Consortium (hereinafter called NIROC) and MAPA officials have mutually agreed the NIROC 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 NIROC 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, benefits all NIROC members.

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. Scope of Services, below. The Project shall be undertaken by MAPA contracting for professional aerial mapping services from Pictometry International Corp. (hereinafter called the Subcontractor).

II.

STEERING COMMITTEE

A Steering Committee shall be formed, which shall be made up of at least five representatives of the NIROC members, and which shall be responsible for guiding the conduct of the Project, and deciding whether to accept the finished products of the Subcontractor. The Steering Committee shall select a Project Manager from the MAPA staff who will be the point of contact between the Steering Committee and Subcontractor. The Steering Committee will provide general direction relating to Project 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 NIROC members.

III.

SCOPE OF SERVICES

The scope of services to be performed or procured pursuant to this Agreement shall include obtaining aerial photography in 2018, 2020, and 2022, for portions of Cass, Douglas, Lancaster, Sarpy and Washington Counties in Nebraska and Pottawattamie County in Iowa. MAPA will direct the Subcontractor to produce digital orthophotos, oblique imaging and other digital mapping products within the mapping area, as further specified in the contract between MAPA and Subcontractor. Specific deliverables to all Members shall be itemized for each Member and attached as **Exhibit 1 - NIROC Deliverables**, which shall be incorporated into this Agreement.

IV.

METHODS AND PROCEDURE

The work program developed by the Steering Committee shall be performed by Subcontractor, who is recognized to have expertise in the field of this endeavor. MAPA shall enter into a contract with Subcontractor for completion of the contemplated work and consistent with the terms of this Agreement. MAPA shall amend its contract with Subcontractor in the event that the scope of work in the contract does not correspond to the terms of this Agreement. After completion of the Project by Subcontractor, each party to this Agreement shall receive a royalty-free copy of the products delivered in accordance with this Agreement, which may be used without limitation or copyright restriction.

V.

FEES, RECORDS, PAYMENT

MAPA shall make payment in response to the billings by Subcontractor. MAPA shall direct Subcontractor to provide regular progress reports which shall be available electronically to all NIROC members. MAPA shall make available to NIROC members upon request an accounting of Project billings and payments.

Member shall pay MAPA a total amount of **\$129,826.78** in NIROC funding for the Project. Payments will be made in equal annual installments of **\$64,913.39** on or before **June 30th** of each of the years from **2022** through **2023**, or by an accelerated method as mutually agreed upon by both parties.

Member shall be permitted to share with one or more additional NIROC members a share of the cost of deliverables. Any such cost shares shall be indicated in **Exhibit 1**.

VI.
FUTURE PROJECTS

MAPA, on behalf of NIROC, has entered into a multi-year agreement with Subcontractor for the purpose of obtaining lower pricing. Member shall participate in this Project for the duration of this Agreement and not reduce or revoke participation in order to procure similar aerial photography products and services elsewhere. In the event Member chooses to reduce or terminate its participation in this Project for any other reason, including, but not limited to, lack of available funds, Member shall notify MAPA in writing no later than December 31 of the year prior to year of the next scheduled aerial capture by Subcontractor. Such notification shall itemize the cancelation of unreceived deliverables contained in this Agreement, if applicable. Member shall indemnify MAPA against any financial loss incurred as a result of amending the contract with Subcontractor in order to cancel products and services previously ordered on behalf of Member in accordance with this Agreement.

MAPA and Member may at any time, with execution by both parties, amend this Agreement to add or remove products and services to be delivered to Member, and Member shall indemnify MAPA against any financial loss incurred as a result of amending the contract with Subcontractor in order to accommodate amendments to this Agreement.

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 Subcontractor. MAPA shall withhold payment if, in the opinion of the Steering Committee, Subcontractor has not delivered the products or services for which the billing has been made, or if deliverables 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.

XIII.
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.

IX.
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

Position _____

PRINT NAME _____

PRINT NAME _____

Approved as to Legal Form (or N/A) _____

CASS COUNTY

ATTEST:

BY: _____
Date

BY: _____
Date

Position _____

PRINT NAME _____

PRINT NAME _____

Approved as to Legal Form (or N/A) _____

EXHIBIT 1 - NIROC DELIVERABLES

In accordance with Section III. Scope of Services of the Agreement, MAPA will direct the Subcontractor to produce digital orthophotos, oblique imaging and other digital mapping products within the mapping area as follows:

Jurisdiction	Product		Amount
Cass County	Reveal Essentials+ Property		\$67,459.50
	Reveal Essentials+ Neighborhood		\$51,120.00
	ChangeFinder - Change Detection; Digital Parcel File Provided		\$9,597.28
	Connect		\$1,650.00
Douglas County Combined	IMAGERY (\$223,200)	\$223,200.00	
	--Countywide - Reveal 1000 3" color ortho and oblique photo tiles		
	--MrSID - Reveal 1000 3" color orthophoto mosaic		
	Connect (100 users) (\$3,300)	\$3,300.00	
Douglas County	Cost share		\$63,525.00
City of Omaha	Cost share		\$117,975.00
Omaha Airport Authority	Cost share		\$15,000.00
Papio-Missouri Natural Resources District	Cost share		\$30,000.00
Lancaster County	Reveal Essentials+ Property		\$343,215.00
	ChangeFinder - Change Detection; Digital Parcel File Provided		\$38,500.00
	Building Height Attribution - BETA Project		\$11,000.00
	Connect		\$3,300.00
	FutureView Adv Training		\$2,499.00
	Changefinder - Project Fee		\$1,000.00
Pottawattamie County	Reveal Essentials+ Neighborhood		\$65,065.00
	Reveal Essentials+ Property		\$33,300.00
	Connect		\$3,300.00
Sarpy County Combined	IMAGERY (\$107,303.96)	\$107,303.96	
	--Countywide - Reveal Essentials + Property 3" color ortho tiles		
	--MrSID - Reveal Essentials + Property 3" color orthophoto mosaic		
	Connect (100 users) (\$3,300)	\$3,300.00	
Sarpy County	Cost Share		\$90,603.96
Papio-Missouri Natural Resources District	Cost Share		\$20,000.00
NIROC total cost of deliverables			\$968,109.74

Subtotals by Member		
Cass County		\$129,826.78
Douglas County		\$63,525.00
Lancaster County		\$399,514.00
City of Omaha		\$117,975.00
Omaha Airport Authority		\$15,000.00
Papio-Missouri Natural Resources District		\$50,000.00
Pottawattamie County		\$101,665.00
Sarpy County		\$90,603.96
NIROC total cost by Member		\$968,109.74

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

THIS AGREEMENT made and entered into this **28th** day of **October, 2021**, by and between the Omaha-Council Bluffs Metropolitan Area Planning Agency (hereinafter called MAPA), and City of Omaha (hereinafter called **Member**).

WITNESSETH:

WHEREAS, a group of agencies from Eastern Nebraska and Western Iowa the Nebraska-Iowa Regional Orthophotography Consortium (hereinafter called NIROC) and MAPA officials have mutually agreed the NIROC 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 NIROC 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, benefits all NIROC members.

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. Scope of Services, below. The Project shall be undertaken by MAPA contracting for professional aerial mapping services from Pictometry International Corp. (hereinafter called the Subcontractor).

II.

STEERING COMMITTEE

A Steering Committee shall be formed, which shall be made up of at least five representatives of the NIROC members, and which shall be responsible for guiding the conduct of the Project, and deciding whether to accept the finished products of the Subcontractor. The Steering Committee shall select a Project Manager from the MAPA staff who will be the point of contact between the Steering Committee and Subcontractor. The Steering Committee will provide general direction relating to Project 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 NIROC members.

III.

SCOPE OF SERVICES

The scope of services to be performed or procured pursuant to this Agreement shall include obtaining aerial photography in 2018, 2020, and 2022, for portions of Cass, Douglas, Lancaster, Sarpy and Washington Counties in Nebraska and Pottawattamie County in Iowa. MAPA will direct the Subcontractor to produce digital orthophotos, oblique imaging and other digital mapping products within the mapping area, as further specified in the contract between MAPA and Subcontractor. Specific deliverables to all Members shall be itemized for each Member and attached as **Exhibit 1 - NIROC Deliverables**, which shall be incorporated into this Agreement.

IV.

METHODS AND PROCEDURE

The work program developed by the Steering Committee shall be performed by Subcontractor, who is recognized to have expertise in the field of this endeavor. MAPA shall enter into a contract with Subcontractor for completion of the contemplated work and consistent with the terms of this Agreement. MAPA shall amend its contract with Subcontractor in the event that the scope of work in the contract does not correspond to the terms of this Agreement. After completion of the Project by Subcontractor, each party to this Agreement shall receive a royalty-free copy of the products delivered in accordance with this Agreement, which may be used without limitation or copyright restriction.

V.

FEES, RECORDS, PAYMENT

MAPA shall make payment in response to the billings by Subcontractor. MAPA shall direct Subcontractor to provide regular progress reports which shall be available electronically to all NIROC members. MAPA shall make available to NIROC members upon request an accounting of Project billings and payments.

Member shall pay MAPA a total amount of **\$117,975.00** in NIROC funding for the Project. Payments will be made in equal annual installments of **\$58,987.50** on or before **June 30th** of each of the years from **2022** through **2023**, or by an accelerated method as mutually agreed upon by both parties.

Member shall be permitted to share with one or more additional NIROC members a share of the cost of deliverables. Any such cost shares shall be indicated in **Exhibit 1**.

VI.
FUTURE PROJECTS

MAPA, on behalf of NIROC, has entered into a multi-year agreement with Subcontractor for the purpose of obtaining lower pricing. Member shall participate in this Project for the duration of this Agreement and not reduce or revoke participation in order to procure similar aerial photography products and services elsewhere. In the event Member chooses to reduce or terminate its participation in this Project for any other reason, including, but not limited to, lack of available funds, Member shall notify MAPA in writing no later than December 31 of the year prior to year of the next scheduled aerial capture by Subcontractor. Such notification shall itemize the cancelation of unreceived deliverables contained in this Agreement, if applicable. Member shall indemnify MAPA against any financial loss incurred as a result of amending the contract with Subcontractor in order to cancel products and services previously ordered on behalf of Member in accordance with this Agreement.

MAPA and Member may at any time, with execution by both parties, amend this Agreement to add or remove products and services to be delivered to Member, and Member shall indemnify MAPA against any financial loss incurred as a result of amending the contract with Subcontractor in order to accommodate amendments to this Agreement.

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 Subcontractor. MAPA shall withhold payment if, in the opinion of the Steering Committee, Subcontractor has not delivered the products or services for which the billing has been made, or if deliverables 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.

XIII.
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.

IX.
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

Position _____

PRINT NAME _____

PRINT NAME _____

Approved as to Legal Form (or N/A) _____

CITY OF OMAHA

ATTEST:

BY: _____
Date

BY: _____
Date

Position _____

PRINT NAME _____

PRINT NAME _____

Approved as to Legal Form (or N/A) _____

EXHIBIT 1 - NIROC DELIVERABLES

In accordance with Section III. Scope of Services of the Agreement, MAPA will direct the Subcontractor to produce digital orthophotos, oblique imaging and other digital mapping products within the mapping area as follows:

Jurisdiction	Product		Amount
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	Reveal Essentials+ Neighborhood		\$51,120.00
	ChangeFinder - Change Detection; Digital Parcel File Provided		\$9,597.28
	Connect		\$1,650.00
Douglas County Combined	IMAGERY (\$223,200)	\$223,200.00	
	--Countywide - Reveal 1000 3" color ortho and oblique photo tiles		
	--MrSID - Reveal 1000 3" color orthophoto mosaic		
	Connect (100 users) (\$3,300)	\$3,300.00	
Douglas County	Cost share		\$63,525.00
City of Omaha	Cost share		\$117,975.00
Omaha Airport Authority	Cost share		\$15,000.00
Papio-Missouri Natural Resources District	Cost share		\$30,000.00
Lancaster County	Reveal Essentials+ Property		\$343,215.00
	ChangeFinder - Change Detection; Digital Parcel File Provided		\$38,500.00
	Building Height Attribution - BETA Project		\$11,000.00
	Connect		\$3,300.00
	FutureView Adv Training		\$2,499.00
	Changefinder - Project Fee		\$1,000.00
Pottawattamie County	Reveal Essentials+ Neighborhood		\$65,065.00
	Reveal Essentials+ Property		\$33,300.00
	Connect		\$3,300.00
Sarpy County Combined	IMAGERY (\$107,303.96)	\$107,303.96	
	--Countywide - Reveal Essentials + Property 3" color ortho tiles		
	--MrSID - Reveal Essentials + Property 3" color orthophoto mosaic		
	Connect (100 users) (\$3,300)	\$3,300.00	
Sarpy County	Cost Share		\$90,603.96
Papio-Missouri Natural Resources District	Cost Share		\$20,000.00
NIROC total cost of deliverables			\$968,109.74

Subtotals by Member		
Cass County		\$129,826.78
Douglas County		\$63,525.00
Lancaster County		\$399,514.00
City of Omaha		\$117,975.00
Omaha Airport Authority		\$15,000.00
Papio-Missouri Natural Resources District		\$50,000.00
Pottawattamie County		\$101,665.00
Sarpy County		\$90,603.96
NIROC total cost by Member		\$968,109.74

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

THIS AGREEMENT made and entered into this **28th** day of **October, 2021**, by and between the Omaha-Council Bluffs Metropolitan Area Planning Agency (hereinafter called MAPA), and Douglas County (hereinafter called **Member**).

WITNESSETH:

WHEREAS, a group of agencies from Eastern Nebraska and Western Iowa the Nebraska-Iowa Regional Orthophotography Consortium (hereinafter called NIROC) and MAPA officials have mutually agreed the NIROC 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 NIROC 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, benefits all NIROC members.

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. Scope of Services, below. The Project shall be undertaken by MAPA contracting for professional aerial mapping services from Pictometry International Corp. (hereinafter called the Subcontractor).

II.

STEERING COMMITTEE

A Steering Committee shall be formed, which shall be made up of at least five representatives of the NIROC members, and which shall be responsible for guiding the conduct of the Project, and deciding whether to accept the finished products of the Subcontractor. The Steering Committee shall select a Project Manager from the MAPA staff who will be the point of contact between the Steering Committee and Subcontractor. The Steering Committee will provide general direction relating to Project 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 NIROC members.

III.

SCOPE OF SERVICES

The scope of services to be performed or procured pursuant to this Agreement shall include obtaining aerial photography in 2018, 2020, and 2022, for portions of Cass, Douglas, Lancaster, Sarpy and Washington Counties in Nebraska and Pottawattamie County in Iowa. MAPA will direct the Subcontractor to produce digital orthophotos, oblique imaging and other digital mapping products within the mapping area, as further specified in the contract between MAPA and Subcontractor. Specific deliverables to all Members shall be itemized for each Member and attached as **Exhibit 1 - NIROC Deliverables**, which shall be incorporated into this Agreement.

IV.

METHODS AND PROCEDURE

The work program developed by the Steering Committee shall be performed by Subcontractor, who is recognized to have expertise in the field of this endeavor. MAPA shall enter into a contract with Subcontractor for completion of the contemplated work and consistent with the terms of this Agreement. MAPA shall amend its contract with Subcontractor in the event that the scope of work in the contract does not correspond to the terms of this Agreement. After completion of the Project by Subcontractor, each party to this Agreement shall receive a royalty-free copy of the products delivered in accordance with this Agreement, which may be used without limitation or copyright restriction.

V.

FEES, RECORDS, PAYMENT

MAPA shall make payment in response to the billings by Subcontractor. MAPA shall direct Subcontractor to provide regular progress reports which shall be available electronically to all NIROC members. MAPA shall make available to NIROC members upon request an accounting of Project billings and payments.

Member shall pay MAPA a total amount of **\$63,525.00** in NIROC funding for the Project. Payments will be made in equal annual installments of **\$31,762.50** on or before **June 30th** of each of the years from **2022** through **2023**, or by an accelerated method as mutually agreed upon by both parties.

Member shall be permitted to share with one or more additional NIROC members a share of the cost of deliverables. Any such cost shares shall be indicated in **Exhibit 1**.

VI.
FUTURE PROJECTS

MAPA, on behalf of NIROC, has entered into a multi-year agreement with Subcontractor for the purpose of obtaining lower pricing. Member shall participate in this Project for the duration of this Agreement and not reduce or revoke participation in order to procure similar aerial photography products and services elsewhere. In the event Member chooses to reduce or terminate its participation in this Project for any other reason, including, but not limited to, lack of available funds, Member shall notify MAPA in writing no later than December 31 of the year prior to year of the next scheduled aerial capture by Subcontractor. Such notification shall itemize the cancelation of unreceived deliverables contained in this Agreement, if applicable. Member shall indemnify MAPA against any financial loss incurred as a result of amending the contract with Subcontractor in order to cancel products and services previously ordered on behalf of Member in accordance with this Agreement.

MAPA and Member may at any time, with execution by both parties, amend this Agreement to add or remove products and services to be delivered to Member, and Member shall indemnify MAPA against any financial loss incurred as a result of amending the contract with Subcontractor in order to accommodate amendments to this Agreement.

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 Subcontractor. MAPA shall withhold payment if, in the opinion of the Steering Committee, Subcontractor has not delivered the products or services for which the billing has been made, or if deliverables 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.

XIII.
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.

IX.
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

Position _____

PRINT NAME _____

PRINT NAME _____

Approved as to Legal Form (or N/A) _____

DOUGLAS COUNTY

ATTEST:

BY: _____
Date

BY: _____
Date

Position _____

PRINT NAME _____

PRINT NAME _____

Approved as to Legal Form (or N/A) _____

EXHIBIT 1 - NIROC DELIVERABLES

In accordance with Section III. Scope of Services of the Agreement, MAPA will direct the Subcontractor to produce digital orthophotos, oblique imaging and other digital mapping products within the mapping area as follows:

Jurisdiction	Product		Amount
Cass County	Reveal Essentials+ Property		\$67,459.50
	Reveal Essentials+ Neighborhood		\$51,120.00
	ChangeFinder - Change Detection; Digital Parcel File Provided		\$9,597.28
	Connect		\$1,650.00
Douglas County Combined	IMAGERY (\$223,200)	\$223,200.00	
	--Countywide - Reveal 1000 3" color ortho and oblique photo tiles		
	--MrSID - Reveal 1000 3" color orthophoto mosaic		
	Connect (100 users) (\$3,300)	\$3,300.00	
Douglas County	Cost share		\$63,525.00
City of Omaha	Cost share		\$117,975.00
Omaha Airport Authority	Cost share		\$15,000.00
Papio-Missouri Natural Resources District	Cost share		\$30,000.00
Lancaster County	Reveal Essentials+ Property		\$343,215.00
	ChangeFinder - Change Detection; Digital Parcel File Provided		\$38,500.00
	Building Height Attribution - BETA Project		\$11,000.00
	Connect		\$3,300.00
	FutureView Adv Training		\$2,499.00
	Changefinder - Project Fee		\$1,000.00
Pottawattamie County	Reveal Essentials+ Neighborhood		\$65,065.00
	Reveal Essentials+ Property		\$33,300.00
	Connect		\$3,300.00
Sarpy County Combined	IMAGERY (\$107,303.96)	\$107,303.96	
	--Countywide - Reveal Essentials + Property 3" color ortho tiles		
	--MrSID - Reveal Essentials + Property 3" color orthophoto mosaic		
	Connect (100 users) (\$3,300)	\$3,300.00	
Sarpy County	Cost Share		\$90,603.96
Papio-Missouri Natural Resources District	Cost Share		\$20,000.00
NIROC total cost of deliverables			\$968,109.74

Subtotals by Member		
Cass County		\$129,826.78
Douglas County		\$63,525.00
Lancaster County		\$399,514.00
City of Omaha		\$117,975.00
Omaha Airport Authority		\$15,000.00
Papio-Missouri Natural Resources District		\$50,000.00
Pottawattamie County		\$101,665.00
Sarpy County		\$90,603.96
NIROC total cost by Member		\$968,109.74

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

THIS AGREEMENT made and entered into this **28th** day of **October, 2021**, by and between the Omaha-Council Bluffs Metropolitan Area Planning Agency (hereinafter called MAPA), and Omaha Airport Authority (hereinafter called **Member**).

WITNESSETH:

WHEREAS, a group of agencies from Eastern Nebraska and Western Iowa the Nebraska-Iowa Regional Orthophotography Consortium (hereinafter called NIROC) and MAPA officials have mutually agreed the NIROC 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 NIROC 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, benefits all NIROC members.

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. Scope of Services, below. The Project shall be undertaken by MAPA contracting for professional aerial mapping services from Pictometry International Corp. (hereinafter called the Subcontractor).

II.

STEERING COMMITTEE

A Steering Committee shall be formed, which shall be made up of at least five representatives of the NIROC members, and which shall be responsible for guiding the conduct of the Project, and deciding whether to accept the finished products of the Subcontractor. The Steering Committee shall select a Project Manager from the MAPA staff who will be the point of contact between the Steering Committee and Subcontractor. The Steering Committee will provide general direction relating to Project 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 NIROC members.

III.

SCOPE OF SERVICES

The scope of services to be performed or procured pursuant to this Agreement shall include obtaining aerial photography in 2018, 2020, and 2022, for portions of Cass, Douglas, Lancaster, Sarpy and Washington Counties in Nebraska and Pottawattamie County in Iowa. MAPA will direct the Subcontractor to produce digital orthophotos, oblique imaging and other digital mapping products within the mapping area, as further specified in the contract between MAPA and Subcontractor. Specific deliverables to all Members shall be itemized for each Member and attached as **Exhibit 1 - NIROC Deliverables**, which shall be incorporated into this Agreement.

IV.

METHODS AND PROCEDURE

The work program developed by the Steering Committee shall be performed by Subcontractor, who is recognized to have expertise in the field of this endeavor. MAPA shall enter into a contract with Subcontractor for completion of the contemplated work and consistent with the terms of this Agreement. MAPA shall amend its contract with Subcontractor in the event that the scope of work in the contract does not correspond to the terms of this Agreement. After completion of the Project by Subcontractor, each party to this Agreement shall receive a royalty-free copy of the products delivered in accordance with this Agreement, which may be used without limitation or copyright restriction.

V.

FEES, RECORDS, PAYMENT

MAPA shall make payment in response to the billings by Subcontractor. MAPA shall direct Subcontractor to provide regular progress reports which shall be available electronically to all NIROC members. MAPA shall make available to NIROC members upon request an accounting of Project billings and payments.

Member shall pay MAPA a total amount of **\$15,000.00** in NIROC funding for the Project. Payments will be made in equal annual installments of **\$7,500.00** on or before **June 30th** of each of the years from **2022** through **2023**, or by an accelerated method as mutually agreed upon by both parties.

Member shall be permitted to share with one or more additional NIROC members a share of the cost of deliverables. Any such cost shares shall be indicated in **Exhibit 1**.

VI.
FUTURE PROJECTS

MAPA, on behalf of NIROC, has entered into a multi-year agreement with Subcontractor for the purpose of obtaining lower pricing. Member shall participate in this Project for the duration of this Agreement and not reduce or revoke participation in order to procure similar aerial photography products and services elsewhere. In the event Member chooses to reduce or terminate its participation in this Project for any other reason, including, but not limited to, lack of available funds, Member shall notify MAPA in writing no later than December 31 of the year prior to year of the next scheduled aerial capture by Subcontractor. Such notification shall itemize the cancelation of unreceived deliverables contained in this Agreement, if applicable. Member shall indemnify MAPA against any financial loss incurred as a result of amending the contract with Subcontractor in order to cancel products and services previously ordered on behalf of Member in accordance with this Agreement.

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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.

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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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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.

IX.
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

Position _____

PRINT NAME _____

PRINT NAME _____

Approved as to Legal Form (or N/A) _____

OMAHA AIRPORT AUTHORITY

ATTEST:

BY: _____
Date

BY: _____
Date

Position _____

PRINT NAME _____

PRINT NAME _____

Approved as to Legal Form (or N/A) _____

EXHIBIT 1 - NIROC DELIVERABLES

In accordance with Section III. Scope of Services of the Agreement, MAPA will direct the Subcontractor to produce digital orthophotos, oblique imaging and other digital mapping products within the mapping area as follows:

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Pottawattamie County		\$101,665.00
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NIROC total cost by Member		\$968,109.74

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

THIS AGREEMENT made and entered into this **28th** day of **October, 2021**, by and between the Omaha-Council Bluffs Metropolitan Area Planning Agency (hereinafter called MAPA), and Papio-Missouri River Natural Resources district (hereinafter called **Member**).

WITNESSETH:

WHEREAS, a group of agencies from Eastern Nebraska and Western Iowa the Nebraska-Iowa Regional Orthophotography Consortium (hereinafter called NIROC) and MAPA officials have mutually agreed the NIROC 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 NIROC 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, benefits all NIROC members.

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. Scope of Services, below. The Project shall be undertaken by MAPA contracting for professional aerial mapping services from Pictometry International Corp. (hereinafter called the Subcontractor).

II.

STEERING COMMITTEE

A Steering Committee shall be formed, which shall be made up of at least five representatives of the NIROC members, and which shall be responsible for guiding the conduct of the Project, and deciding whether to accept the finished products of the Subcontractor. The Steering Committee shall select a Project Manager from the MAPA staff who will be the point of contact between the Steering Committee and Subcontractor. The Steering Committee will provide general direction relating to Project 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 NIROC members.

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SCOPE OF SERVICES

The scope of services to be performed or procured pursuant to this Agreement shall include obtaining aerial photography in 2018, 2020, and 2022, for portions of Cass, Douglas, Lancaster, Sarpy and Washington Counties in Nebraska and Pottawattamie County in Iowa. MAPA will direct the Subcontractor to produce digital orthophotos, oblique imaging and other digital mapping products within the mapping area, as further specified in the contract between MAPA and Subcontractor. Specific deliverables to all Members shall be itemized for each Member and attached as **Exhibit 1 - NIROC Deliverables**, which shall be incorporated into this Agreement.

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The work program developed by the Steering Committee shall be performed by Subcontractor, who is recognized to have expertise in the field of this endeavor. MAPA shall enter into a contract with Subcontractor for completion of the contemplated work and consistent with the terms of this Agreement. MAPA shall amend its contract with Subcontractor in the event that the scope of work in the contract does not correspond to the terms of this Agreement. After completion of the Project by Subcontractor, each party to this Agreement shall receive a royalty-free copy of the products delivered in accordance with this Agreement, which may be used without limitation or copyright restriction.

V.

FEES, RECORDS, PAYMENT

MAPA shall make payment in response to the billings by Subcontractor. MAPA shall direct Subcontractor to provide regular progress reports which shall be available electronically to all NIROC members. MAPA shall make available to NIROC members upon request an accounting of Project billings and payments.

Member shall pay MAPA a total amount of **\$50,000.00** in NIROC funding for the Project. Payments will be made in equal annual installments of **\$25,000.00** on or before **June 30th** of each of the years from **2022** through **2023**, or by an accelerated method as mutually agreed upon by both parties.

Member shall be permitted to share with one or more additional NIROC members a share of the cost of deliverables. Any such cost shares shall be indicated in **Exhibit 1**.

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MAPA, on behalf of NIROC, has entered into a multi-year agreement with Subcontractor for the purpose of obtaining lower pricing. Member shall participate in this Project for the duration of this Agreement and not reduce or revoke participation in order to procure similar aerial photography products and services elsewhere. In the event Member chooses to reduce or terminate its participation in this Project for any other reason, including, but not limited to, lack of available funds, Member shall notify MAPA in writing no later than December 31 of the year prior to year of the next scheduled aerial capture by Subcontractor. Such notification shall itemize the cancelation of unreceived deliverables contained in this Agreement, if applicable. Member shall indemnify MAPA against any financial loss incurred as a result of amending the contract with Subcontractor in order to cancel products and services previously ordered on behalf of Member in accordance with this Agreement.

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X.
APPLICABLE LAW

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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

Position _____

PRINT NAME _____

PRINT NAME _____

Approved as to Legal Form (or N/A) _____

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

ATTEST:

BY: _____
Date

BY: _____
Date

Position _____

PRINT NAME _____

PRINT NAME _____

Approved as to Legal Form (or N/A) _____

EXHIBIT 1 - NIROC DELIVERABLES

In accordance with Section III. Scope of Services of the Agreement, MAPA will direct the Subcontractor to produce digital orthophotos, oblique imaging and other digital mapping products within the mapping area as follows:

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Douglas County Combined	IMAGERY (\$223,200)	\$223,200.00	
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	Building Height Attribution - BETA Project		\$11,000.00
	Connect		\$3,300.00
	FutureView Adv Training		\$2,499.00
	Changefinder - Project Fee		\$1,000.00
Pottawattamie County	Reveal Essentials+ Neighborhood		\$65,065.00
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NIROC total cost of deliverables			\$968,109.74

Subtotals by Member		
Cass County		\$129,826.78
Douglas County		\$63,525.00
Lancaster County		\$399,514.00
City of Omaha		\$117,975.00
Omaha Airport Authority		\$15,000.00
Papio-Missouri Natural Resources District		\$50,000.00
Pottawattamie County		\$101,665.00
Sarpy County		\$90,603.96
NIROC total cost by Member		\$968,109.74

AMENDED LOAN AGREEMENT

Parties.

Lender: MAPA Foundation

Borrower: Orchard Valley, Inc.

Date: December 10, 2020

Project Address: 45, 46, 47, and 48, of Transformation Hill Subdivision, Blair, Nebraska and other lots added from time to time

Loan Amount: Not to Exceed \$960,000.00.

For value received and in further consideration of the MAPA Foundation ("Lender") granting a line of credit on the terms contained herein, to Orchard Valley, Inc. a corporation organized under the laws of Nebraska having its principal office at Orchard Valley, Inc., 16255 Woodland Drive, Omaha, Nebraska 68136, ATTN: Melvin Sudbeck ("Borrower"), Borrower represents and warrants to and agrees with Lender as follows:

1. Loan Documents: The Loan Agreement consists of the following documents, all of which are as fully a part of this Loan Agreement as if herein set out verbatim or, if not attached, as if hereto attached, which shall collectively be referred to as the "Loan Documents":
 - a. Agreement between the MAPA Foundation and Orchard Valley, Inc.
 - b. This Loan Agreement.
 - c. Promissory Note.
 - d. Deed of Trust.

SECTION ONE. THE LOAN

- A. Amount. Lender will lend to Borrower, and Borrower will borrow from Lender up to Nine Hundred Sixty Thousand Dollars (\$960,000.00) in multiple advances bearing interest at 1.0% per year. All advances on the loan shall be made subject to Lender's approval. The principal and interest shall be payable upon the sale of each of the above referenced properties or 24 months from the date of closing, whichever occurs first. ~~Lender appoints Washington County Bank to act as its agent to make any advance made on the loan.~~
- B. Evidence of Loan. At the option of Lender, the Loan and the terms of repayment of it, including the rate of interest, will be evidenced by the Promissory Note executed contemporarily with this Agreement.
- C. Security or Guaranty. The payment of the Loan may at any time or from time to time be secured and/or guaranteed wholly or partly separate and apart from this agreement, but whether or not secured and/or guaranteed, all monies and other property at any time in the possession of Lender which Borrower either owns or has the permission of the owner to pledge with or otherwise hypothecate to Lender, including, but not limited to, any deposits, balances of deposits or other sums at any time credited by or due from Lender,

shall at all times be collateral security for all of the liabilities, obligations and undertakings of Borrower to Lender, direct or indirect, absolute or contingent, now existing or later arising or acquired, including, but not limited to, the payment of the Loan.

SECTION TWO. WARRANTIES AND REPRESENTATIONS

Borrower represents and warrants to Lender (which representations and warranties will survive the making of the Loan) that:

- A. Corporate Existence. Borrower, if a corporation, is and will continue to be, a corporation duly incorporated and validly existing under the laws of Nebraska and duly licensed or qualified as a foreign corporation in all states in which the nature of its property owned or business transacted by it makes such licensing or qualification necessary. Borrower has obtained all required permits authorizations and licenses, without unusual restrictions or limitations, to conduct the business in which Borrower is presently engaged, all of which are in full force and effect.
- B. Corporate Authority and Power. If Borrower is a corporation, the execution, delivery and performance of this agreement, any note or security agreement, or any other instrument or document at any time required in connection with the Loan, are within the corporate powers of Borrower, and not in contravention of law, the articles of organization or bylaws of Borrower or any amendment of the same, or of any indenture, agreement or undertaking to which Borrower is a party or may otherwise be bound, and each such instrument and document represent a valid and binding obligation of Borrower and is fully enforceable according to its terms. Borrower will, at the request of Lender at any time and from time to time, furnish Lender with the opinion of counsel for Borrower with respect to any or all of the foregoing or other matters, such opinion to be in substance and form satisfactory to Lender.
- C. Financial Status. All financial statements and other statements previously or in the future given by Borrower to Lender in respect of this agreement are or will be true and correct, subject to any limitation stated in them, consistent with any prior statements furnished to Lender, and prepared in accordance with generally accepted accounting principles to represent fairly the condition of Borrower as of the date of the statement.
- D. Litigation. There is not now pending or threatened against Borrower any action or other proceedings or any claim in which Borrower has any monetary or other proprietary interest nor do any of the executive or managing personnel of Borrower know of any facts which may give rise to any such litigation, proceeding or claim, except: NONE.
- E. Events of Default. No event of default specified in SECTION FOUR of this agreement, and no event which, with the lapse of time or notice, would become such an event of default, has occurred and is continuing.

- F. Title to Property. Borrower has good and marketable title to all property in which Borrower has given or has agreed to give as security interest to Lender and such property is or will be free of all encumbrances except: None.
- G. Taxes. Borrower has filed all tax returns required to be filed, has paid all taxes due and has provided adequate reserves for payment of any tax which is being contested.

SECTION THREE. AFFIRMATIVE COVENANTS

Borrower agrees that until payment in full of the Loan and performance of all of its other obligations under this agreement, Borrower will, unless Lender otherwise consents in writing, comply with the following:

- A. Processing Fee. Borrower will pay Lender an Origination Fee in the amount of \$750.00 ~~and Loan Processing Fee in the amount of \$750.00~~, per housing unit constructed by Borrower, which will be due upon the expiration of the term of the loan or the sale of the housing unit, whichever is earlier.
- B. Closing Fee. Borrower shall pay for all out-of-pocket expenses of the Developer and Foundation including, without limitation, appraisals, title and recording costs, insurance, legal fees, credit reports, taxes and assessments due on the date of closing, and all other expenses in connection with the negotiation of, preparation for, and closing of the Loan. In the event the Loan does not close, such out-of-pocket costs shall be paid immediately.
- C. Insurance. Borrower will maintain adequate fire and hazard insurance with extended coverage, public liability and other insurance as Lender may reasonably require as consistent with sound business practice and with companies satisfactory to Lender, which policies will show the Lender as a loss payee.
- D. Taxes and Other Liens. Borrower will comply with all statutes and government regulations and pay all taxes, assessments, governmental charges or levies, or claims for labor, supplies, rent and other obligations made against it which, if unpaid, might become a lien or charge against Borrower or on its property, except liabilities being contested in good faith and against which, if requested by Lender, Borrower will set up reserves satisfactory to Lender.
- E. Maintenance of Existence. If Borrower is a corporation, it will maintain its existence and comply with all applicable statutes, rules and regulations, and maintain its properties in good operating condition, and continue to conduct its business as presently conducted.
- F. Notice of Default. Within 30 days of becoming aware of (1) the existence of any condition or event which constitutes a default under SECTION FOUR of this

agreement; or (2) the existence of any condition or event which with notice or the passage of time, will constitute a default under SECTION FOUR of this agreement, Borrower will provide Lender with written notice specifying the nature and period of existence of the same and what action Borrower is taking or proposes to take with respect to the same.

- G. Use of Proceeds. Borrower shall use the proceeds of the Loan under this agreement for the construction of single-family residences according to the terms of the Agreement between the MAPA Foundation and Orchard Valley, Inc., and for no other purpose.
- H. Further Assurances. Borrower will execute and deliver to Lender any writings and do all things necessary, effectual or reasonably requested by Lender to carry into effect the provisions and intent of this agreement.

SECTION FOUR. DEFAULT

If any one or more of the following “events of default” shall occur at any time, Lender shall have the right to declare any or all liabilities or obligations of Borrower to Lender immediately due and payable without notice or demand or may elect any of the remedies stated in this agreement:

- A. any warranty, representation or statement made or furnished to Lender by or on behalf of Borrower or any guarantor or surety for Borrower was in any material respect false when made or furnished;
- B. a failure to pay or perform when due any obligation, liability or covenant of Borrower or of any guarantor or surety for Borrower, under this loan agreement or any other indebtedness or obligation for borrowed money, or if such indebtedness or obligation shall be accelerated, or if there exists any event of default under any such instrument, document or agreement evidencing or securing such indebtedness or obligation, including, but not limited to, failure to perform the terms of this agreement, including any of the Loan Documents, or of the promissory note;
- C. the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower, the appointment of a trustee, receiver, or custodian and, if any such proceeding is involuntary, such proceeding has not been dismissed and all trustees, receivers, or custodians discharged within 45 days of its commencement or their appointment;
- D. the service upon Lender of a writ in which Lender is named as trustee for Borrower or any guarantor or surety for Borrower;
- E. if Borrower or any guarantor or surety for Borrower is a corporation, trust or partnership, the liquidation, termination or dissolution of any such organization or its ceasing to carry on actively its present business;
- F. the death of Borrower or any guarantors or surety for Borrower, and if Borrower or any guarantor or surety for Borrower is a partnership, the death of any partner.

SECTION FIVE.
MISCELLANEOUS

- A. Other Agreements. This agreement is supplementary to every other agreement between Borrower and Lender and shall not be so construed as to limit or otherwise derogate from any of the rights or remedies of Lender or any of the liabilities, obligations or undertakings of Borrower under any such agreement, nor shall any contemporaneous or subsequent agreement between Borrower and Lender be construed to limit or otherwise derogate from any of the rights or remedies of Lender or any of the liabilities, obligations or undertakings of Borrower under this agreement unless such other agreement specifically refers to this agreement and expressly so provides. This agreement and the covenants and agreements contained in it shall continue in full force and effect and shall be applicable not only with respect to the Loan, but also to all other obligations, liabilities and undertakings of Borrower to Lender whether direct or indirect absolute or contingent, due or to become due, now existing or later arising or acquired, until all such obligations, liabilities and undertakings have been paid or otherwise satisfied in full.
- B. No Waiver. No delay or omission on the part of Lender in exercising any right under this agreement shall operate as a waiver of such right or any other right, and waiver on any one or more occasions shall not be construed as a bar to or waiver of any right or remedy of Lender on any future occasion.
- C. Expenses. Borrower will pay or reimburse Lender for all reasonable expenses, including attorneys' fees, which Lender may in any way incur in connection with this agreement or any other agreement between Borrower and Lender or with any Loan or which result from any claim or action by any third person against Lender which would not have been asserted were it not for Lender's relationship with Borrower under this agreement or otherwise.
- D. Notices. All notices and other communications under this agreement shall be in writing, except as otherwise provided in this agreement, and shall be hand delivered or mailed by first-class mail, postage prepaid (in which event notice shall be deemed to have been given when so delivered or deposited in the mail), addressed (1) if to Borrower, to Orchard Valley, Inc., 16255 Woodland Drive, Omaha, Nebraska 68136, ATTN: Melvin Sudbeck and (2) if to Lender, to MAPA Foundation at 2222 Cuming Street, Omaha, NE 68102, ~~ATTN: Greg Youell~~. The address of either party for such demands, notices and other communications may be changed by giving notice in writing at any time to the other party.
- E. Governing Law. This agreement shall be governed by and construed according to the laws of Nebraska.
- F. Successors and Assigns. This agreement shall be binding on Borrower's legal representatives, successors and assigns and shall inure to the benefit of Lender's

successors and assigns.

G. Penalties for Breach. Adjustment of Interest Rate: The interest rate of the loan will adjust to prime plus 200 basis points from the date of closing, if any the following occur:

- a. The sales price of the single-family housing unit exceeds ~~\$275,000~~ \$285,000 or as most recently updated Nebraska Department of Economic Development; or
- b. The single-family unit is leased as a rental unit or sold to be a rental unit without the prior written approval of the Lender; or
- c. Failure to complete the single-family housing unit and obtain a certificate of occupancy from the City of Blair before the end of the loan term; or
- d. A written sales contract was executed prior to the unit being 50% complete.

The parties have executed this agreement on the day and year first set forth above.

MAPA FOUNDATION

ORCHARD VALLEY, INC

BY: _____

Name: Michael Helgersen

Title: Executive Director

BY: _____

Name: Melvin Sudbeck

Title: President

**AMENDMENT TO AGREEMENT
BETWEEN THE METROPOLITAN AREA PLANNING AGENCY AND ORCHARD VALLEY, INC.**

This amendment modifies the Agreement between the Metropolitan Area Planning Agency (MAPA) and Orchard Valley, Inc. (Developer) approved on the 26th of August, 2021. This Amendment does not take effect until signed by both parties.

1. MAPA and Developer agree to modify paragraph 1e of the Agreement as follows: Paragraph 1e - Developer will pay an origination fee of \$750 to the MAPA Foundation ~~and a \$1,000 loan processing fee to Washington County Bank~~ upon sale of each single family housing unit.
2. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms.

Doug Kindig, Board Chair
Metropolitan Area Planning Agency

Date

Melvin Sudbeck
Orchard Valley

Date

RESOLUTION NUMBER 2022-04

**MAPA FOUNDATION RESOLUTION AMENDING AGREEMENT WITH
ORCHARD VALLEY, INC.**

WHEREAS, the MAPA Foundation (Foundation) has secured funding and established the Blair RWHF; and

WHEREAS, the Foundation entered an agreement with Orchard Valley, Inc. on December 10, 2020 which was subsequently amended on August 23, 2021; and

WHEREAS, certain clerical errors and obsolete language exist which should be updated; and

WHEREAS, MAPA has previously contracted with Washington County Bank (WCB) to provide loan servicing assistance on the Blair RWHF; and

WHEREAS, said services can be completed by existing MAPA staff; and

WHEREAS, an amendment to the agreement has been prepared that removes references to WCB.

NOW THEREFORE BE IT RESOLVED THAT the Board of Directors of the MAPA Foundation hereby approves amendments to the Agreement between the MAPA Foundation and Orchard Valley, Inc; and directs the Executive Director to proceed with the termination of the loan servicing agreement WCB.

Passed this 28th day of October 2021.

Doug Kindig, Chairperson
MAPA Foundation Board of Directors