

Consent Agenda

July 5, 2022

MET IN REGULAR SESSION

The Board of Supervisors met in regular session at 10:00 A.M. All members present. Chairman Wichman presiding.

PLEDGE OF ALLEGIANCE

1. CONSENT AGENDA

After discussion was held by the Board, a motion was made by Schultz, and second by Belt, to approve:

- A. June 28, 2022, Minutes as read.
- B. Communications – Employment of Taylor Winey as a Telecommunicator.
- C. Communications – Employment of Desiree Dale as a Telecommunicator.
- D. Veteran Affairs – Employment of Ella Bryant as an Intern.

UNANIMOUS VOTE. Motion Carried.

2. SCHEDULED SESSIONS

Sam Arkfeld/Lieutenant, Communications appeared before the Board to give an update on the Radios. Discussion only. No Action Taken.

After discussion was held by the Board, a motion was made by Shea, second by Schultz, to approve the updated End User Security Policy.

UNANIMOUS VOTE. Motion Carried.

Motion made by Shea, second by Schultz, to approve updated job description and exemption status for the Jail Office Coordinator position.

UNANIMOUS VOTE. Motion Carried.

Motion made by Schultz, second by Belt, to approve exemption status for the Sheriff's Office Coordinator position.

UNANIMOUS VOTE. Motion Carried.

Motion made by Shea, second by Belt, to approve increase for Lieutenants.

UNANIMOUS VOTE. Motion Carried.

Motion made by Shea, second by Belt, to extend agreement with Witt for FEMA reimbursement of COVID expenses.

UNANIMOUS VOTE. Motion Carried.

3. OTHER

Motion by Schultz, second by Shea, to approve and authorize Board to sign the Preliminary Official Statement for \$1,745,000 General Obligation Capital Loan Notes, Series 2022.

UNANIMOUS VOTE. Motion Carried.

Motion by Belt, second by Schultz, to approve and authorize Board to sign the Bond Counsel Engagement Agreement General Obligation Capital Loan Notes, Series 2022 (ECPs & GCPs).

UNANIMOUS VOTE. Motion Carried.

Motion by Schultz, second by Belt, to approve and authorize Board to sign RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF \$1,745,000(DOLLAR AMOUNT SUBJECT TO CHANGE) GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2022, AND APPROVING ELECTRONIC BIDDING PROCEDURES AND OFFICIAL STATEMENT.

RESOLUTION NO. 48-2022

RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF \$1,745,000 (DOLLAR AMOUNT SUBJECT TO CHANGE) GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2022, AND APPROVING ELECTRONIC BIDDING PROCEDURES AND OFFICIAL STATEMENT

WHEREAS, the Issuer is in need of funds to pay costs of (a) equipping and remodeling the Courthouse including new furniture for the Treasurer; (b) equipping and remodeling the Courthouse including new furniture for GIS; (c) equipping and remodeling the Courthouse including updating the

audio/video system hardware and software; (d) equipping and remodeling the Pottawattamie County Jail and Sherriff Office including wiring and networking components; (e) equipping and remodeling the Courthouse including equipping conference room with audio/video system; (f) equipping and remodeling the Sherriff Office addition including computer hardware and software; (g) equipping and remodeling the Sherriff Office addition including new furniture; (h) erecting and equipping the Pottawattamie County Jail and Sherriff Office including construction of a storage shed; (i) equipping and remodeling the Courthouse including new furniture for Planning, essential county purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$645,000 be authorized for said purpose(s); and

WHEREAS, pursuant to notice published as required by Sections 331.402 and 331.443 of the Code of Iowa, this Board has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Notes, and the Board is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the Issuer is in need of funds to pay costs of peace officer communication equipment and other emergency services communication equipment and systems including a mobile command vehicle, essential county purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$245,000 be authorized for said purpose(s); and

WHEREAS, pursuant to notice published as required by Sections 331.402 and 331.443 of the Code of Iowa, this Board has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Notes, and the Board is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the County is in need of funds to pay costs of acquiring and equipping new sheriff vehicles which are necessary for the operation of the county or the health and welfare of its citizens, general county purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$300,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population in excess of 50,000, and the Notes for these purposes do not exceed \$300,000; and

WHEREAS, pursuant to notice published as required by Sections 331.402 and 331.442 of the Code of Iowa, the Board of the County has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Notes for general county purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Board is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the County is in need of funds to pay costs of acquiring and equipping the secondary roads department including mowing equipment, general county purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$300,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population in excess of 50,000, and the Notes for these purposes do not exceed \$300,000; and

WHEREAS, pursuant to notice published as required by Sections 331.402 and 331.442 of the Code of Iowa, the Board of the County has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Notes for general county purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Board is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the County is in need of funds to pay costs of acquisition and development of land for a public park or other recreation or conservation purpose, including improving approximately nine sites and adding approximately ten full hookup sites at Arrowhead Park, general county purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$300,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population in excess of 50,000, and the Notes for these purposes do not exceed \$300,000; and

WHEREAS, pursuant to notice published as required by Sections 331.402 and 331.442 of the Code of Iowa, the Board of the County has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Notes for general county purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Board is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the County is in need of funds to pay costs of acquisition and development of land for a public park or other recreation or conservation purpose, including improvement, reconstruction and equipping of existing camping cabins at Arrowhead Park, general county purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$120,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population in excess of 50,000, and the Notes for these purposes do not exceed \$300,000; and

WHEREAS, pursuant to notice published as required by Sections 331.402 and 331.442 of the Code of Iowa, the Board of the County has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Notes for general county purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Board is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the County is in need of funds to pay costs of acquisition and development of land for a public park or other recreation or conservation purpose, including playground equipment at Hitchcock Park, general county purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$90,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population in excess of 50,000, and the Notes for these purposes do not exceed \$300,000; and

WHEREAS, pursuant to notice published as required by Sections 331.402 and 331.442 of the Code of Iowa, the Board of the County has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Notes for general county purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Board is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, pursuant to Section 331.445 of the Code of Iowa, it is hereby found and determined that the various general obligation notes authorized as hereinabove described shall be combined for the purpose of issuance in a single issue of \$1,745,000 (Dollar Amount Subject to Change) General Obligation Capital Loan Notes as hereinafter set forth; and

WHEREAS, in conjunction with its Municipal Advisor, Speer Financial, Inc., the County has caused an Official Statement to be prepared outlining the details of the proposed sale of the Notes; and

WHEREAS, the Board has received information from its Municipal Advisor evaluating and recommending the procedure hereinafter described for electronic, facsimile and internet bidding to maintain the integrity and security of the competitive bidding process and to facilitate the delivery of bids by interested parties; and

WHEREAS, the Board deems it in the best interests of the County and the residents thereof to receive bids to purchase such Notes by means of both sealed and electronic internet communication.
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, STATE OF IOWA:

Section 1. That the receipt of electronic bids by facsimile machine and through the Speer Auction Competitive Bidding System described in the Terms of Offering and Official Statement are hereby found and determined to provide reasonable security and to maintain the integrity of the competitive bidding process, and to facilitate the delivery of bids by interested parties in connection with the offering at public sale.

Section 2. That General Obligation Capital Loan Notes, Series 2022, of Pottawattamie County, State of Iowa, in the amount of \$1,745,000 (Dollar Amount Subject to Change), to be issued as referred to in the preamble of this Resolution, to be dated August 17, 2022, be offered for sale pursuant to the published advertisement.

Section 3. That the preliminary Official Statement in the form presented to this meeting be and the same hereby is approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications as the Chairperson and County Auditor, upon the advice of bond counsel, and the County's Municipal Advisor, shall determine to be appropriate, and is authorized to be distributed in connection with the offering of the Notes for sale.

Section 4. Bids for the sale of Notes of Pottawattamie County, State of Iowa, hereafter described, must be received at the office of the County Treasurer, Board Room, County Courthouse, 227 South 6th Street, Council Bluffs, Iowa (the "Issuer") before 10:30 A.M., on the 19th day of July, 2022. The bids will

then be publicly opened and referred for action to the meeting of the Board of Supervisors in conformity with the TERMS OF OFFERING.

Section 5. The Notes to be offered are the following:

GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2022, in the amount of \$1,745,000*, to be dated August 17, 2022 (the "Notes")

*Subject to principal adjustment pursuant to official Terms of Offering.

Section 6. Open bids will not be received. Bids will be received in any of the following methods:

- Sealed Bidding: Sealed bids may be submitted and will be received at the office of the County Treasurer at 227 South 6th Street, Council Bluffs, Iowa.
- Electronic Internet Bidding: Electronic internet bids will be received at the office of the County Treasurer at 227 South 6th Street, Council Bluffs, Iowa. The bids must be submitted through the SPEERAUCTION competitive bidding system.
- Electronic Facsimile Bidding: Electronic facsimile bids will be received at the County's Municipal Advisor, Speer Financial, Inc., Waterloo, Iowa (facsimile number: (319) 291-8628). Electronic facsimile bids will be treated as sealed bids.

Section 7. After the time for receipt of bids has passed, the close of sealed bids will be announced. Sealed bids will then be publicly opened and announced. Finally, electronic internet bids will be accessed and announced.

Section 8. The sale and award of the Notes will be held at the Board Room, County Courthouse, 227 South 6th Street, Council Bluffs, Iowa at a meeting of the Board of Supervisors on the above date at 1:00 P.M.

Section 9. The Issuer has issued an Official Statement of information pertaining to the Notes to be offered, including a statement of the Terms of Offering and an Official Bid Form, which is incorporated by reference as a part of this notice. The Official Statement may be obtained by request addressed to the County Auditor, Board Room, County Courthouse, 227 South 6th Street, Council Bluffs, Iowa or the Issuer's Municipal Advisor, Speer Financial, Inc., 531 Commercial Street, Suite 608, Waterloo, Iowa, 50701, Telephone: (319) 291-2077 and 230 West Monroe Street, Suite 2630, Chicago, Illinois, 60606, Telephone: (312) 346-3700.

Section 10. All bids shall be in conformity with and the sale shall be in accordance with the Terms of Offering as set forth in the Official Statement.

Section 11. The Notes will be sold subject to the opinion of Ahlers & Cooney, P.C., Attorneys of Des Moines, Iowa, as to the legality and their opinion will be furnished together with the printed Notes without cost to the purchaser and all bids will be so conditioned. Except to the extent necessary to issue their opinion as to the legality of the Notes, the attorneys will not examine or review or express any opinion with respect to the accuracy or completeness of documents, materials or statements made or furnished in connection with the sale, issuance or marketing of the Notes.

Section 12. The right is reserved to reject any or all bids, and to waive any irregularities as deemed to be in the best interests of the public.

PASSED AND APPROVED this 5th day of July, 2022.

	ROLL CALL VOTE			
	AYE	NAY	ABSTAIN	ABSENT
_____ Tim Wichman, Chairman	○	○	○	○
_____ Scott Belt	○	○	○	○
_____ Lynn Grobe	○	○	○	○
_____ Justin Schultz	○	○	○	○

Brian Shea

○ ○ ○ ○

ATTEST: _____
Melvyn J. Houser, County Auditor

Roll Call Vote: **AYES: Wichman, Belt, Grobe, Schultz, Shea. Motion Carried.**

After discussion was held by the Board, a motion was made by Grobe, second by Shea, to approve funding request from Southwest Iowa Planning Council (SWIPCO) for FY 22/23 for the amount of \$11,610. UNANIMOUS VOTE. Motion Carried.

After discussion was held by the Board, a Motion was made by Schultz, second by Shea, to approve Educational Reimbursement Request from Corey Little/Sergeant. UNANIMOUS VOTE. Motion Carried.

4. RECEIVED/FILED

A. Salary Action(s):

- 1) Buildings & Grounds - Payroll status change for Andrew Smith and Jeffrey Walker.
- 2) Jail – Payroll status change for Roger Brannan and Chris Curtis.
- 3) Secondary Roads – Payroll status change for Kristina Treantos and Mike Bonnet removed from received and filed.
- 4) Conservation – Employment of Ben Beiermann as a Natural Areas Management Intern – Hitchcock.

B. Out of State Travel Notification:

- 1) Public Health – Out of State Travel Notification for Maria Torres, Maria Sieck, and Jason Kuehnhold.

5. PUBLIC COMMENTS

No Public Comments.

6. ADJOURN

Motion by Schultz, second by Belt, to adjourn meeting.
UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 10:58 A.M.

Tim Wichman, Chairman

ATTEST: _____
Melvyn Houser, Pottawattamie County Auditor

APPROVED: July 12, 2022
PUBLISH: X

Scheduled Sessions

Brooke Bauer/Assistant,
Conservation and Laura
Munson/Education
Coordinator, Conservation and
Kami Willett, Bernie Bolton
and Don Dilts/Commissioners,
Conservation

**Introduce East and West Pottawattamie Education
Coordinator.**

Rita Dooley/Director, Veteran **Affairs**

Discussion and/or decision to approve the appointment of Brad Powell and Holly Collins to serve on the Veteran Affairs Commission, with a term ending date of June 30, 2025.

Other Business

Jamie Petersen/Coordinator,
GIS

**Discussion and/or decision to approve and authorize
Chairman to sign contract between MAPA and
Pottawattamie County GIS for FY23 GIS Activities.**

CONTRACT COVER PLATE

CONTRACT IDENTIFICATION

1. Contract Number: 23903100001
2. Project: Pottawattamie County GIS Activities – FY23
3. Effective Date: July 1, 2022
4. Completion Date: June 30, 2023

CONTRACT PARTIES

5. Contractor Name and Address:

Pottawattamie County
GIS Coordinator
223 S 6th Street
Council Bluffs, IA 51501

6. The Planning Agency:

The Omaha-Council Bluffs Metropolitan Area Planning Agency
2222 Cuming Street
Omaha, Nebraska 68102

ACCOUNTING DATA

7. Contract – not to exceed \$60,128.94 FHWA PL Funds, plus minimum \$25,769.54 in local matching funds.
 - a. Allotted - \$60,128.94 FHWA PL Funds, CFDA Number 20.205

DATES OF SIGNING AND MAPA BOARD APPROVAL

8. Date of MAPA Board Approval - 6.23.22
9. Date of County Approval
10. Legal Review - 6-30-22
11. Date of State Concurrence -

AGREEMENT
FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this first day of July, 2022 by and between Pottawattamie County, Iowa on behalf of the GIS Department, 223 S 6th Street, Council Bluffs, IA 51501 (hereinafter referred to as "the County") and the Omaha-Council Bluffs Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska, 68102 (hereinafter referred to as "MAPA"), providing for professional services described herein and within the MAPA FY 2023 Unified Work Program (hereinafter referred to as the "FY 2023 Program").

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

1. EMPLOYMENT OF THE COUNTY

The County agrees to undertake certain transportation planning activities identified in 23 USC Section 134; 23 CFR Part 420, subpart A, and Part 450, subpart C and incorporated into MAPA's FY 2023 Program Exhibit I and incorporated hereto by reference. This Agreement shall be subject to all required provisions of the Iowa Department of Transportation ("IDOT") Agreement Project No. CNTRT-00004180 attached as Exhibit II and incorporated hereto by reference.

2. AREA COVERED

The area to be covered in the study under this Agreement shall be Pottawattamie County, Iowa.

3. SCOPE OF SERVICES

A. The County shall do, perform, and carry out the duties stated herein and in accordance with MAPA's FY 2023 Unified Work Program for transportation planning activities for the Omaha-Council Bluffs Metropolitan Area. The work will include the various work activities within work element 310 identified below and Exhibit III.

Pottawattamie County GIS Activities (31003)

Pottawattamie County will conduct a GIS program including creating, maintaining, and managing ongoing geospatial data. Pottawattamie County will build new datasets including sidewalk gap analysis, regional land use to enhance current parcel attributes to include more granular information needed for MAPA and the County's planning studies. This will be a combination of translating existing assessment data along with manual investigation.

B. The County shall develop progress reports documenting their work activities and studies undertaken under the terms of this Agreement. These reports shall be of a quality suitable for publication, but will not ordinarily be intended for wide distribution. The documents shall be written in a style and form suitable for a technical audience rather than the mass public. Such

reports shall contain the following information:

1. Activities completed in the quarter.
 2. Percentage completion.
 3. Number of hours completed by employee by activity for the quarter.
 4. Activities to be completed next quarter.
 5. Any existing or expected concerns about completing the activities included in the scope.
- C. The aforementioned reports shall be prepared for no less than the work activities specifically cited within Section 3, Scope of Services. The remaining work activities within the FY 2023 Program may be documented in a single report or additional reports as is mutually agreeable to MAPA and the County.
- D. The County will cooperate with MAPA in the preparation of information and reports to meet in a timely manner, the requirements of IDOT. MAPA will be provided a copy of data and reports developed as a result of this Agreement.
- E. The County will be available to provide quarterly oral reports to the MAPA Transportation Technical Advisory Committee and the MAPA Board of Directors when necessary, and will submit written quarterly progress reports. These progress reports will provide, for work element 310 the following information: work performed during the completed quarter, conformance to approved project scope, percent completed, if on schedule, and planned activities for the next quarter. These reports need to be submitted no later than thirty (30) days after the end of each quarter.

4. PERSONNEL

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

5. TIME OF PERFORMANCE

The County agrees to perform the services of this Agreement as outlined in the FY 2023 Program and stated herein, within the time of this Agreement. The agreement shall cover work performed beginning July 1, 2022 and ending June 30, 2023.

6. COMPENSATION

Contingent upon receipt of Federal Highway Administration (FHWA) PL funds from IDOT under Agreement Project No. CNTRT-00004180, MAPA agrees to pay for the services rendered by the County under the terms of this Agreement, compensation on a cost reimbursement basis for costs incurred and to include direct costs not to exceed in any event sixty thousand one hundred twenty eight dollars and ninety-four cents (\$60,128.94) less independent audit and inspection fees, unless acceptable compliance with 2 CFR 200 can be substituted. The County agrees to contribute in cash or in services a minimum requirement of twenty-five thousand seven hundred sixty-nine dollars and fifty-four cents (\$25,769.54). Services shall be defined as staff time paid with non-federal dollars or equipment purchased with non-federal dollars. (Exhibit III)

Payments for work under this agreement will be made based on actual costs up to a Maximum-Not-To-Exceed amount identified in the preceding paragraph. Actual costs include direct labor costs, direct non-labor costs, and overhead costs.

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

a. Hourly Rates: For hourly employees, the hourly earnings rate shall be their employee's straight time hourly rate for the pay period in which the work was performed. 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 County's accounting books of record.

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

B. Direct Non-Labor Costs: These costs include all necessary, actual, and allowable costs related to completing the work under the agreement, including but not limited to: meals, lodging, mileage, subject to the limitations outlined below; communication costs; reproduction and printing costs; special equipment and materials required for the project; special insurance premiums if required solely for this agreement; and such other allowable items. Purchases of such items should follow federal funding procurement process. Meal and lodging expenses

shall not exceed IRS published per diem rates for the region. Alcoholic beverages are not considered to be an allowable expense and are not reimbursable.

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

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

7. ACCOUNTING RECORDS

- A. The County shall establish and maintain accounts for the project in a manner consistent with applicable provisions of 2 CFR, Subtitle A, Chapter 2 Part 200 Subpart F.
- B. Expenditures shall be in conformance with the standards for allowability of costs set forth in 2 CFR 200.
- C. The County shall establish and maintain separate accounts for expenditures under this Agreement.
- D. If necessary, the Federal award information needed for SEFA includes:
 - Federal Grantor:** US Department of Transportation - Federal Highway Administration
 - Pass-Through Grantor:** Omaha-Council Bluffs Metropolitan Area Planning Agency
 - Program Title:** Highway Planning and Construction
 - CFDA Number:** 20.205
 - Project Number:** 23903100001
- E. The County shall maintain an accurate cost-keeping system as to all costs incurred in connection with the subject of this Agreement and shall produce for examination books of account, bills, invoices and other vouchers, or certified copies thereof if originals are lost, at such reasonable time and place as may be designated by MAPA, FHWA or a designated Federal representative and shall permit extracts and copies thereof to be made during the period and for three (3) years after the final FHWA-MAPA audit is completed, resolved and closed.
- F. The County shall at all times afford a representative of MAPA, FHWA, or any authorized representative of the Federal government, reasonable facilities for examination and audits of the cost account records, shall make such returns and reports to a representative as may be required, shall produce and exhibit such books, accounts, documents and property as the representative may desire to inspect, and shall in all things aid the representative in the performance of audit duties.

- G. If any amount paid by MAPA to the County under this Agreement is found to be ineligible for reimbursement from the sponsoring federal agency, the County shall pay such amount back to MAPA.

8. SUBMISSION OF VOUCHERS/INVOICES

- A. The County may submit monthly, but no less than quarterly, documented invoices of costs incurred for the work elements and work activities that were previously identified in Sections 3A and 3E of this Agreement. Said reports shall account for the expenditure of Federal and the County shares, shall indicate work program percentage completion, and shall contain a statement of the County's estimate of the percentage of work completed and be signed by a responsible representative of the County certifying that all of the items herein are true and correct for the work performed under the terms of this Agreement. Final payment shall be made upon determination by MAPA and IDOT that all requirements hereunder have been completed, which determination shall not be unreasonably withheld. Promptly after receipt of the County's invoices, and following receipt of funds from IDOT under Agreement Project No. CNTRT-00004180, MAPA shall make payment thereon to the County. MAPA may withhold ten percent (10%) of the total compensation pending a final audit of this Agreement, 120 days from the end date of this agreement.
- B. All invoices shall be taken from the books of account kept by the County and the County shall have available copies of payroll distribution, receipted bills or other documents reasonably required by MAPA. The County shall use actual labor rates for billing purposes.
- C. The County shall have available a listing of all the County personnel positions that may be selected or assigned to the work contemplated herein. Said listing shall indicate the title or classification and salary range of each such position. It is agreed that employees of the County, whose time is directly assignable to this FY 2023 Program, shall keep and sign a time record showing the work element and work activity of the FY 2023 Program, date and hours worked, and title of position.
- D. It is understood that reimbursement for out-of-state (other than Iowa, Nebraska, and Kansas) travel costs, will not be requested unless written prior approval for such travel has been given by MAPA and the State. The rate of reimbursement will be that allowed by the State for travel by its own employees.
- E. If the FHWA notifies MAPA that a cost item (as identified in the cost circulars and regulations identified herein) paid to the County under this Agreement is not eligible for funding by the FHWA, then the County shall reimburse to MAPA the amount of the ineligible cost item.

9. TERMINATION OF AGREEMENT FOR CAUSE

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

10. CHANGES

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

11. ASSIGNABILITY

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

12. CLAIMS

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

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

13. CONFLICT OF INTEREST LAWS

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

14. IDENTIFICATION OF DOCUMENTS

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

"The preparation of this report, document, etc. was financed in part through a Federal grant from the Department of Transportation under the Transportation Planning Program authorized under 23 USC Section 134."

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

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

15. PUBLICATION OR RELEASE OF INFORMATION

- A. Papers, interim reports, forms or other material which are a part of the work under this Agreement shall not be copyrighted without written approval of IDOT and FHWA.
- B. Either party to the Agreement may initiate a request for publication of the final or interim reports, or any portions thereof.
- C. Publication by either party shall give credit to the other party and to the FHWA. However, if IDOT or FHWA does not wish to subscribe to the findings or conclusions of the study the

following statement shall be included on the credit sheet: "The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of IDOT or the Federal Highway Administration."

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

16. FAIR EMPLOYMENT PRACTICES

Both Parties agree that in accordance with the Iowa Fair Employment Practices, Iowa Code §729.4, and all regulation relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in SECTION 22. TITLE VI NONDISCRIMINATION CLAUSES of this Agreement. The reference to "Contractor" in this section also means "County".

17. DISABILITIES ACT

The County agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this Agreement by reference.

18. RESIDENCY VERIFICATION

Each party shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the States of Iowa and Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the illegal Immigration Reform and Immigrant Responsibility

Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

19. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

- A. The County shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts finance in whole or in part with Federal Funds under this Agreement
- B. The County and MAPA shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts finance in whole or in part with Federal Funds provided under this Agreement. In this regard, the County shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. MPO shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FHWA assisted contracts.

20. TITLE VI NONDISCRIMINATION CLAUSES

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

A. Compliance with Regulations:

The County shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

B. Nondiscrimination:

The County with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of disability, race, color, sex, age, disability, religion or national origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The County shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the contract covers a program set forth in Appendix "A", "B", and "C" of Part 21 of the Regulation.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations either by competitive bidding or negotiation made by the County for work to be performed under a subcontract, including procurements of materials or equipment, each potential sub-contractor or supplier shall be notified by the County of the County's obligations

under this agreement and the Regulation relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.

D. Information and Reports:

The County shall provide all information and reports required by the federal regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the MPO, State of Iowa or FHWA to be pertinent to ascertain compliance with such federal regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the County shall so certify to the State of Iowa or FHWA as appropriate and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance:

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

- a. Withholding of payments to the County under this Agreement until the County complies, and/or
- b. Cancellation, termination or suspension of this Agreement, in whole or in part.

F. Incorporation of Provisions:

The County shall include the provision of section 22.A through 22.F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The County shall take such action with respect to any subcontract or procurement as the MPO or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the County may request the MPOR to enter into such litigation to protect the interests of the MPO, and in addition, the County may request the United States to enter into such litigation to protect the interests of the United States.

21. APPLICABLE LAW AND VENUE

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

22. ENTIRE AGREEMENT

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

23. CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, sub-grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite from making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

24. DRUG FREE POLICY

Both parties have established and maintain drug free workplace policies.

25. PUBLIC BENEFITS

With regard to Neb. Rev. Stat. §§ 4-108 – 113, neither Party is an individual or sole proprietorship. Therefore, neither Party is subject to the public benefits attestation and related requirements of Neb. Rev. Stat. §§ 4-108 – 113.

26. INDEPENDENT CONTRACTOR

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts that either Party or its personnel, employees, agents, contractors, or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. None of the Parties nor its personnel, employees, agents, contractors, or servants shall be entitled to any benefits of the other. The Parties shall not provide any insurance coverage to the other or their employees including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Neither Party shall have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other, unless otherwise provided herein.

27. COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874 and 40 U.S.C. 276c) – (If applicable)

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

28. DAVIS-BACON ACT, as amended (40 U.S.C. 276a to a-7) – (If applicable)

The County and subcontractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance

of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

29. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-333) – (If applicable)

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

30. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT – (If applicable)

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

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

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

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

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

Attest: 

by  DATE: 6/23/22
Michael Helgerson, Executive Director

POTTAWATTAMIE COUNTY, IOWA

Attest: _____


by _____ DATE: _____

Printed Name _____

Title _____

APPROVED AS TO LEGAL FORM

DATE JUNE 30TH, 20 22

Signed 
MAPA Legal Counsel

Unified Planning Work Program (UPWP)

Final FY 2023 Work Program

May 2022



The preparation of this report was financed in part with funding from the United States Department of Transportation (USDOT), administered by the Nebraska Department of Transportation (NDOT) and Iowa Department of Transportation (Iowa DOT). The opinions, findings and conclusions expressed in this publication are those of the authors and do not necessarily represent USDOT, NDOT, and Iowa DOT.

MAPA is an EOE/DBE employer.

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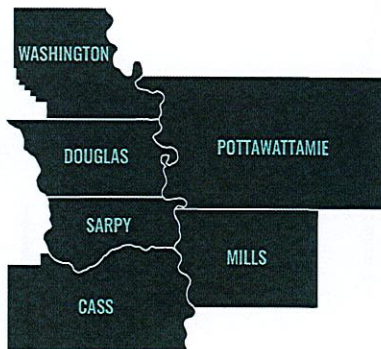
Introduction

The Unified Planning Work Program (UPWP) documents the Metropolitan Area Planning Agency’s (MAPA’s) transportation-related activities and projects for fiscal year (FY) 2023 which encompasses July 1, 2022 through June 30, 2023. MAPA serves as a voluntary association of local governments in the greater Omaha region chartered in 1967. MAPA performs planning and development work, especially to address problems that are regional in scope and cross jurisdictional boundaries. Figure 1 (next page) illustrates the MAPA TMA.

The governing body for MAPA is a 79-member Council of Officials representing cities, counties, school districts, resource agencies, and numerous other governmental bodies within the region. The MAPA Board of Directors is a nine-member Board serving as the Council of Officials’ executive committee and is composed of elected officials representing cities and counties from the larger six-county MAPA region. The Transportation Technical Advisory Committee (TTAC) reviews and makes recommendations related to transportation to the MAPA Board. The relationship, responsibility, and composition of the Board of Directors, Council of Officials, and TTAC are also described in the MAPA Interlocal Agreement and Committee Bylaws.

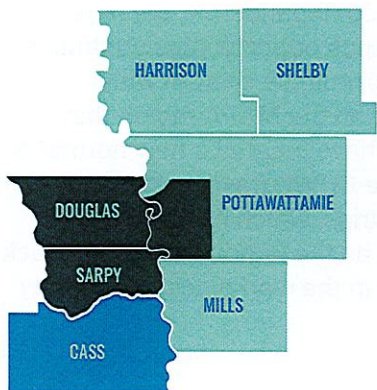
Council of Officials

MAPA is governed by a 79-member Council of Officials, representing each of the 79 governmental units which comprise MAPA within the six counties it serves. They include: Douglas, Sarpy, Cass and Washington Counties in Nebraska; Pottawattamie and Mills Counties in Iowa. The Council’s roles include approving the agency’s long range plan and setting overall policy.



Transportation Planning Affiliations

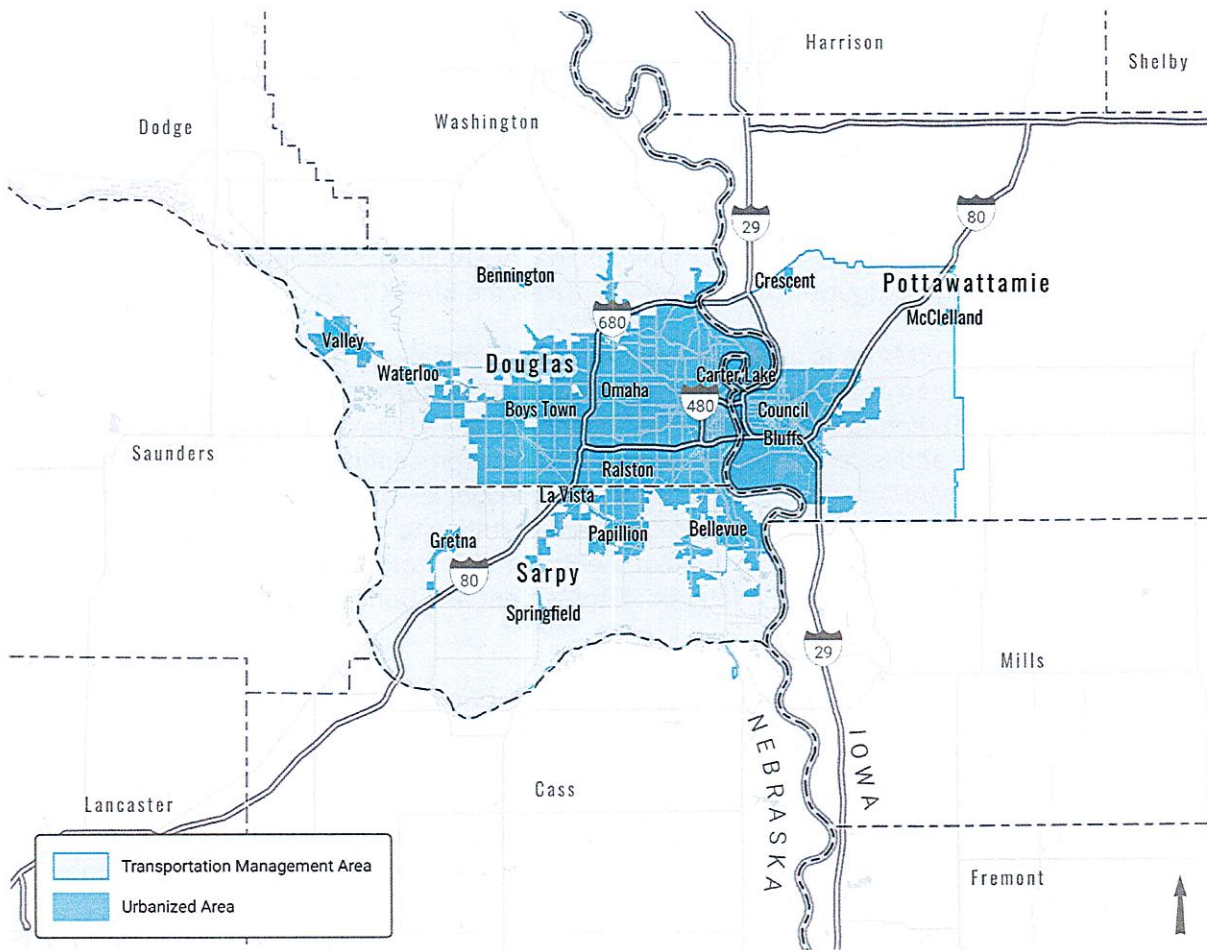
In its role as a Metropolitan Planning Organization, MAPA is the pass-through agency for millions of dollars in federal transportation funding for the Transportation Management Area (TMA) it serves which consists of Douglas and Sarpy Counties in Nebraska and western Pottawattamie County in Iowa (mainly the boundaries of the City of Council Bluffs). In addition, MAPA also serves as the administrator for Iowa Regional Planning Affiliation 18, which includes the counties of Harrison, Mills and Shelby, and the non-urbanized portion of Pottawattamie County.



■ MAPA TMA ■ Regional Planning Affiliation 18 (RPA-18)



Figure 1: Detailed View of MAPA's Transportation Management Area



Current Transportation Planning Overview

As the nation and the local region emerge from the global COVID -2019 pandemic, the new realities regarding how communities travel, communicate, and access opportunities continues to evolve and transform the region. During the last couple of years, multiple system wide disruptors; floods, pandemic, and social shifts, have left an impact on the MAPA region that continue to be felt today. However, it is still unclear if the changes have created a new normal or if there is simply a pause before the community reverts back to pre-COVID travel patterns. Travel during the pandemic saw a decrease in the total volume of trips, which had a direct impact on safety and congestion metrics within the region. Today, as the region transitions back towards in-person work, there is a more widely accepted flexibility in the workplace, which may have more of a lasting impact on travel within the region.



Principally, MAPA will continue to support recovery efforts of local governments from both the impacts of the pandemic and flooding events. MAPA has and continues to coordinate closely with state and federal partners on federal funding programs in response to the COVID-19 pandemic. MAPA will continue to monitor and report on the changing transportation patterns taking place throughout the region and work with local partners to strengthen the role that MAPA plays in disseminating information and advancing projects of regional significance. As the region looks forward, MAPA will work directly with local partners on the Climate Action Plan to provide insights into the challenges that climate change will pose for the region and provide necessary actions the region will have to take in order to reduce greenhouse gas emissions. This new work will complement and directly relate to work with the Nebraska Department of Transportation and the new carbon reduction funding allocation. MAPA will also work closely with Douglas County Health and the Wellbeing partners to strengthen the linkages between transportation and social determinants of health. The partnership will work to enhance walking and biking and will link the emphasis areas of safety, complete streets, equity and justice⁴⁰, and data coordination.

Ensure equitable access to opportunity

Transit planning continues to play a central role in MAPA's activities. In 2021, Metro Transit continued additional developments to enhance the new **ORBT**—the region's first Bus Rapid Transit (BRT) corridor— through new payment mechanisms that include digital wallet integration and fare capping amid the COVID-19 pandemic. During FY2022, Metro Transit marked the 500,000 trip on ORBT in the midst of a global pandemic that has dramatically reduced transit ridership nationwide. With the success of ORBT, Metro recently secured a **RAISE Grant** to add new transit enhancements along 24th Street and provide Rapid Bus Transit service along this corridor. MAPA will collaboratively work with Metro to program the funds and help leverage different resources to facilitate this development. Recent legislation in Nebraska provides for the creation of a Regional Transit Authority, accelerating Metro Transit's development of the strategic planning effort—the **MetroNEXT** strategic plan—which looks to enhance the service frequency and provide enhanced user experience on Metro routes. MAPA will continue to lend support in developing performance targets that expand the transit network to MAPA's Long Range Transportation Planning outreach and efforts led by **Greater Omaha Chamber of Commerce's (GOCC) ConnectGO** initiative that posed the conversation throughout the region about the importance of transit services to local employers.

Throughout the pandemic MAPA's public engagement activities were shifted to virtual platforms. While these changes in engagement plans caused some initial challenges, they also provided an opportunity to develop new tools and to test hybrid types of engagement by providing people multiple opportunities to engage with our projects in the coming years. Notable among these was MAPA's partnership with the Nebraska Department of Transportation (NDOT), City of Omaha, Benson Business Improvement District and Benson Neighborhood Association to deliver a virtual "**Block Talk**". Leveraging online maps, drone photography, and "photospheres" the MAPA team led engagement activities to prioritize safety improvements for cyclists and pedestrians throughout the neighborhood. This effort built off the coordination between MAPA,



NDOT and FHWA to develop actionable strategies to reduce pedestrian serious injuries and fatalities along the Maple Street corridor. This new method of outreach was further enhanced and integrated into MAPA's Highway 75 Corridor and Freight Strategy and will continue to be an area of focus for future projects. On the horizon, MAPA will continue to work with local and state partners to apply a systemic safety planning approach to the Maple Street corridor and the larger TMA region..

Cultivate a quality of place that attracts and retains talent

MAPA has continued its coordination with the **Greater Omaha Chamber of Commerce (GOCC)** on **ConnectGO**—an initiative designed to change the conversation about the role transportation plays in supporting the lives of people in the Omaha-Council Bluffs region. MAPA's **Little Steps, Cleaner Air Travel Demand Management Program** has worked closely with employers throughout the region to understand how commuting patterns may be impacted by changes to work site policies—opening up new opportunities to explore strategies related to parking, transit, and work from home. The region faces significant challenges to reducing single-occupancy vehicle trips overall including major changes to the built environment, low levels of transit funding, and significant maintenance backlogs on the local system. This resulted in the development of **ConnectGO Getting to Work report** which provided additional insights into expressed interest in opportunities to reduce the region's single-occupancy vehicle trips in favor of alternatives such as transit, biking, and telecommuting options. MAPA will work with local partners in identifying new opportunities and leverage existing assets to expand this work. In the coming year, MAPA will work with the City of Omaha to develop a **Bicycle and Pedestrian Action Plan** which will provide the basis for expanding the on-street bicycle and closing critical pedestrian gaps in the network and provide the community with choices in how they travel. MAPA will continue to play a role in the partnership between the GOCC, Metro, and the City of Omaha in light of the recent developments to the **Urban Core Housing and Mobility Redevelopment Plan** that will introduce the new **streetcar** line within the urban core. This announcement will truly leverage existing partnerships as a new option for mobility and a plan to provide higher density land use in the urban core will provide synergies enhancing the options available for people to travel.

MAPA will continue developing required transportation performance management targets. Most recently, the regional safety committee adopted PM 1 safety targets. This involved safety planning activities to support the regional target-setting process. **MAPA's Safety Committee** is composed of representatives from all levels of government, non-profit partners, and private industry to understand and prioritize safety issues in the region. MAPA will continue to update the **Regional Safety Report** and crash data dashboard, www.safety.mapacog.org, to provide the public with more routine access to crash-related data. MAPA's continued participation in NDOT's **Highway Safety Committee** has more closely linked the regional planning process with State Highway Safety Planning process. As well as, additional related efforts from the City of Omaha to develop a **Vision Zero Action Plan** and participation in the **Federal Highway Safe Systems Pilot Study along Maple Street**. MAPA will continue to work to enhance coordination, data



integration and work to leverage funding in this area. MAPA will work closely with local partners to leverage the new funding from IIJA to apply for a region wide **Safe Streets 4 All** safety plan.

MAPA will be partnering with the **Wellbeing Partners and Douglas County Health** in FY2023 to build on the initial work of linking transportation to social determinants of health. The Douglas County Health Department and MAPA will work toward elevating transportation related concerns in addressing regional needs related to access and safety. Additionally, MAPA will work with the Wellbeing Partners on **Vivacity** which uses a systematic, data-driven approach to determine health status, behaviors, and needs of local residents. MAPA will work closely with these partners to align the effort with the regional transportation planning process and the safety goals outlined in the Infrastructure Investment and Jobs Act (IIJA).

Foster economic growth throughout the region

MAPA continues to lead the **Sarpy County I-80 Interchange Planning and Environmental Linkages (PEL) Study** which is exploring the potential for a new interchange in an area with significant forecasted future growth. The study has held multiple rounds of public and stakeholder engagement to develop a purpose and need for the effort and establish priorities for evaluating alternatives. Across the river, work on the **Council Bluffs Interstate System (CBIS)** project has continued and significant phases of construction for the interchange will continue to move forward with West Broadway. MAPA will continue to lead the coordination efforts with the **Highway 75 Corridor & Freight Strategy**, a high-level analysis that will identify feasible, planning-level concepts that meet study mobility, safety, and community goals.

The Regional Development Report is an example of MAPA's role as a leader in data resources for the region. Building off successful partnerships with the Greater Omaha Chamber's **Regional Indicators Project** and local jurisdictions, MAPA will incorporate new data and resources related to affordable housing conversations in the region into this narrative about the region's growth and development. The report provides key data points for MAPA's on-going **Close the Gap** initiative about the importance of compact, walkable neighborhoods to the fiscal health of member communities. Additionally, this focus underpins MAPA's interest in participation in other regionally-significant land use planning initiatives, including the FIRST AVE redevelopment work in Council Bluffs, Bellevue's Fort Crook Road Corridor, and Omaha's **Transit Oriented Development (TOD)** policy development.

MAPA will be partnering with **Metro Smart Cities** in FY2023 to build on the initial implementation of a protected bikeway on Harney Street in downtown and midtown Omaha. The City of Omaha and Metro Smart Cities will be contracting with a consultant to develop a **Climate Action Plan** addressing regional needs related to resilience and climate adaptation. MAPA will work closely with these partners to align the effort with the regional transportation planning process and the carbon reduction goals outlined in the Infrastructure Investment and Jobs Act (IIJA).

For FY2023 MAPA will continue to make significant progress on our regional open data portal,



GoHUB, to bring the resources of these county GIS departments together for use by stakeholders and the public. This effort built on the collaboration to develop a Natural Resources Inventory to unify the environmental and community data resources available to the development community. The on-going work will look to enhance the land use map designations and develop new regionally significant data schema to enhance core MAPA projects.

Provide stewardship of the existing and future transportation system

Significant progress has been made in improving the delivery of federal-aid projects in the MAPA region. The large balance of Regional STBG funding that had built up as projects languished has been spent down to our annual allocation over the last three years. FY2023 will mark the first year in which new STBG applications were solicited in nearly five years. The current funding projections for the **Transportation Improvement Program (TIP)** will not meet the demand of the region's large diverse mix of projects. MAPA has continued to develop the online TIP database and mapping platform that provides up-to-date programming information to project partners and helps track the status of projects in both Iowa and Nebraska. Securing additional funding for transportation-related projects remains a long-term challenge and will slow the implementation of 2050 LRTP priorities. MAPA will continue to work to leverage additional funding opportunities outside of the TIP to include the new discretionary targets and position the region to maximize funding availability.

MAPA will continue to work on setting or adopting targets for System Preservation performance measures (PM2) including pavement and bridge conditions in the coming year. This is reliant on both Nebraska and Iowa DOT information regarding routine maintenance and data availability. MAPA will continue to develop a data inventory and assessment of how data and big data sources can be leveraged to enhance and expand the field of knowledge for the region.



Work Program Framework

MAPA's Unified Planning Work Program (UPWP) is developed in accordance with the metropolitan planning provisions described in the 23 CFR - Part 450 and 49 CFR - Part 613. The UPWP is created in cooperation with state and federal agencies who are financial sponsors, and it is intended as a management tool for participating agencies.

MAPA has continued to update and maintain its Strategic Plan annually in coordination with MAPA staff and the MAPA Board. During the development of the UPWP, a priority setting process was used to evaluate existing programs and projects against these goals. Additional outreach was conducted to the Council of Officials, Board of Directors, and TTAC to understand our members' needs for the upcoming year. Results of the priority setting process are reflected by the projects and associated funding levels shown in the UPWP.

In accord with the spirit of federal transportation legislation, MAPA conducts a continuing, coordinated, and comprehensive planning process for the region. This process is intended to meet the transportation needs of the region's residents to the extent possible with available resources.

The transportation planning process for the region takes into account all modes of transportation: roadway, highway, transit, air, rail, and water, as well as active modes of transportation such as walking and bicycling. The provision of transportation services must also be consistent and compatible with the overall goals and development of the region. Major considerations include the environment, energy conservation, growth patterns, land use, tourism, and recreation, as well as a wise and efficient use of economic resources.

MAPA's responsibilities include the LRTP, TIP, and UPWP. As a TMA with a population greater than 200,000, MAPA is charged with conducting a Congestion Management Process (CMP). Other planning products include the Coordinated Public Transit and Human Services Plan and Public Participation Plan (PPP). MAPA is compliant with civil rights legislation and maintains a Civil Rights Policy and Disadvantaged Business Enterprise (DBE) Program.

The UPWP will also contain activities to assist in implementing provisions contained in surface transportation legislation. The following planning factors identified in the current federal legislation, Infrastructure Investment and Jobs Act (IIJA), will, at a minimum, be considered in the transportation planning process for the region:



Planning Emphasis Areas

		MAPA Long Range Plan 2050 Goals			
		Goal 1: Ensure equitable access to opportunity	Goal 2: Cultivate a quality of place that attracts and retains talent	Goal 3: Foster economic growth throughout the region	Goal 4: Provide stewardship of existing/future transportation system
Planning Factors	Support metro area economic vitality, especially by enabling global competitiveness, productivity, and efficiency.	X	X	X	
	Increase the safety of the transportation system for motorized and non motorized users.	X	X		X
	Increase security of transportation for motorized and non motorized users.				X
	Increase accessibility and mobility options available to people and for freight.	X	X	X	X
	Protect/enhance the environment, promote energy conservation, improve quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns.	X	X	X	
	Enhance the integration and connectivity of the transportation system across and between modes for people and freight.	X	X	X	
	Promote efficient system management and operation.	X		X	X
	Emphasize the preservation of the existing transportation system.				X
	Improve resiliency & reliability of the transportation system and reduce or mitigate stormwater impacts.				X
	Enhance travel and tourism		X	X	
New Planning Areas of Emphasis	Tackle Climate Crisis - Transition to a Clean Energy, Resilient Future	X	X	X	X
	Equity and Justice40 in Transportation Planning	X	X	X	
	Complete Streets: A complete street is safe, and feels safe, for everyone using the street.	X	X	X	X
	Public Involvement - Early, effective, and continuous public involvement to bring diverse viewpoints into the decision making process.	X	X		X
	Coordination with the Strategic Highway Network (STRAHNET) /US Department of Defense (DOD)				X
	Coordinate with Federal Land Management Agency	X			X
	Planning and Environment Linkages (PEL)				X
Data in Transportation Planning: incorporate data sharing and consideration into the transportation planning process, because data assets have value across multiple programs.	X	X		X	
Heartland 2050 Guiding Principles	Equity	X	X	X	
	Efficiency	X		X	X
	Inclusivity	X	X	X	
	Local Control/Regional Benefit		X	X	X
Nebraska and Iowa	Transportation Asset Management Plans				X
	Strategic Safety Plans	X	X	X	
	State Freight Plans			X	
Transit Providers	Transit Asset Management Plans				X
	Transit Safety Plans			X	X



The UPWP budget includes sub-recipients that utilize FHWA PL and FTA 5305(d) funding for MAPA activities. These locally-funded planning activities contribute to the regional transportation planning process. Sub-recipients for the FY2023 Work Program are summarized in the table below.

Local Planning Partner	Funding Source	Federal Award	Total Project Cost
Douglas County GIS	PL-Nebraska	\$56,000	\$80,000
Sarpy County GIS & Planning	PL-Nebraska	\$53,393	\$76,276
City of Omaha Planning	PL-Nebraska	\$38,717	\$55,310
City of Omaha Public Works	PL-Nebraska	\$42,000	\$60,000
Pottawattamie County GIS	PL-Iowa	\$60,129	\$85,899
Metro Transit	FTA-5305d	\$86,853	\$124,076

MAPA will work with NDOT and local partners to develop ways to ensure project streamlining for Indefinite Delivery/Indefinite Quantity planning contracts. For FY 2023 MAPA anticipates several new procurement contracts where MAPA may act as the registered charge to help facilitate project delivery. The table below shows the Anticipated Consultant Procurements in FY2023.

Planning Study	Lead Agency
On-Call Travel Demand Modeling	MAPA
Little Steps Ozone Awareness	MAPA
Western Sarpy Transportation Enhancement Plan	City of Gretna
Beltline Trail Connection Study	City of Omaha
Bicycle Pedestrian Plan	City of La Vista
24th Street ORBT Corridor Plan	Metro
Maple Street Corridor Safety Plan	City of Omaha
Urban Core Street Reconfiguration Plan	City of Omaha
Fort Crook Road Corridor Study	City of Bellevue



Metro Transit Unified Work Program

The Federal Transit Administration's Urbanized Area Formula Funding program (49 U.S.C. 5307) makes federal resources available to urbanized areas for transit capital, operations, and for transportation-related planning activities. Metro Transit, the Transit Authority for the City of Omaha, is the direct recipient of these funds and provides additional transit planning activities for the region. MAPA and Metro Transit coordinate closely on regionally significant transit planning activities and MAPA provides additional Section 5305 funding through its planning partnership funding to supplement these Section 5307 funded activities. Below is a brief statement of Metro Transit's regionally significant planning activities for the upcoming fiscal year.

Metro Transit FY2023 Work Activities

Task	Section 5307 Funding	Local Match	Total Cost
Program Support Administration	\$8,000	\$2,000	\$10,000
Long- Term Transportation Planning	\$140,000	\$35,000	\$175,000
Short Range Transportation Planning	\$140,000	\$35,000	\$175,000
Support Transit Capital Investment Decisions through Effective System Planning	\$72,000	\$18,000	\$90,000
Incorporating Safety & Security in Transportation Planning	\$192,000	\$48,000	\$240,000
Other Activities	\$96,000	\$24,000	\$120,000
Total	\$648,000	\$162,000	\$810,000

1. Program Support Administration

Develop and update transit management objectives to measure the efficiency and effectiveness of all internal areas of the organization. Planning includes cost saving techniques for management and administration, operations, maintenance personnel and labor relations. Additionally, Metro will undertake transit planning responsibilities related to program certifications for programs, plans and policies submitted to the Federal Transit Administration (FTA) and MAPA. Programs administered include but are not related to the Unified Planning Work Program, Disadvantaged Business Enterprise, Equal Employment



Opportunity, Title VI, National Transit Database, ITS Architecture Plan, Security Plan (PTASP) and reviews including triennial reviews and MAPA certification reviews.

2. **Long-Term Transportation Planning**

Metro will conduct a feasibility and preliminary engineering/environmental study to identify potential transit solutions along 24th Street, connecting major activity centers from North Omaha to South Omaha through downtown as well as feasibility studies of other corridors and planning related to a potential conversion to a regional transit authority in conjunction with regional partners. The 24th Street study will recommend a locally preferred alternative (LPA) for the corridor and the regional planning activities will result in an implementation and rollout plan for future transit enhancements throughout the region that identify future transit strategies including the use of technology and address potential solutions for obstacles such as funding limitations, statutory requirements and necessary coordination between agencies and jurisdictions.

3. **Short Range Transportation Planning**

Research and evaluate existing transit service for system efficiency including redesign, expansion, and modifications in accordance with Title VI program. Work activities include but are not limited to conducting an on-board survey, route performance checks, operation activity performance and public information tools, special service opportunities and statistical reports. Additionally, Metro will work with local partners to coordinate work activities to initiate or modify services in response to local needs. Metro continually reviews and refines transit service development and performance standards/criteria. These standards and criteria provide a quantitative measure of service effectiveness to aid in identifying potential areas for transit improvements. Metro will also coordinate with the National Transit Database on the above activities.

4. **Support Transit Capital Investment Decisions through Effective Systems Planning**

Activities to support transit capital investment decisions through effective systems planning include transit financial management and capital planning. This will entail research, analysis, evaluation and development of policies and techniques of how best local/state/federal funding can be matched with capital improvements, operating costs etc. Research, analyze and develop budget, annual audit, investments, and pension plans.

5. **Incorporating Safety & Security in Transportation Planning**

Research, evaluate and incorporate security and risk management into transit operations, fleet vehicles and public amenities. Work includes planning for oversight, on board security, technical network/system security, public space security, financial management system security, and ensuring regulatory compliance. Additionally, Metro implements a risk management program with monthly monitoring of self-insurance reserves to ensure adequate liability coverage, development of new techniques, policies or procedures and disciplinary actions to reduce liability risk.



6. **Other Activities**

Special studies and project work that addresses unforeseen transit issues and opportunities throughout the current year which can not be delayed such as workshops, expanded projects, partnerships, planning activities with other partners including MAPA and the Chamber of Commerce, researching technological advances, public amenities needs and similar activities. Additionally, Metro will analyze current factors impacting the transit system to develop a transit marketing plan that allocates limited marketing funds effectively to maximize new ridership. The marketing plan details projects, budgets, benchmarks, implementation strategies and analyzes the effectiveness of the plan's implementation.



Modifications to the Approved Work Program

All changes to work programs require prior written federal approval, unless waived by the awarding agency. The following table denotes the approving agency for various changes to work programs.

NOTE: The below table will be updated when final guidance is provided by NDOT and Iowa DOT.

Revision Type	Approving Agency
Request for additional federal funding 2 CFR 200.308(b)and FTA Circular 5010.0C,I.6.e(1)]	FHWA / FTA
Transfer of funds between categories, projects, functions, or activities which exceed 10 percent of total work program budget \$150,000 2 CFR 200.308(e)	FHWA / FTA
Revision of scope or objectives of activities (i.e. adding or deleting activities or major change in scope of activity) 2 CFR 200.308 (c) (1)	FHWA / FTA
Transferring substantive programmatic work to third party (i.e. consultant) 2 CFR 200.308 (c) (6)	FHWA / FTA
Capital expenditures including equipment purchasing in excess of \$5,000 2CFR 200.439(a) (2) [OMB Circular A-87]	FHWA / FTA
Transfer of funds allotted for training allowances 2 CFR 200.308 (c) (5)	FHWA / FTA
Transfer of funds between categories, projects, functions, or activities which do not exceed 10 percent of total work program budget or when federal award share of total work program budget exceeds \$150,000 2 CFR 200.308 (e)	State
Revisions related to work that does not involve federal funding	MAPA

Revisions and Approval Procedures

Revisions where FHWA / FTA is the designated approving agency shall require written approval by FHWA / FTA prior to commencement of activity, purchasing of equipment, or request for reimbursement. Requests from MAPA will be submitted in writing to the appropriate state personnel and then forwarded to FHWA / FTA for approval. Notification by the approving agency will be in writing in reverse order.

Revisions where the State (NDOT or Iowa DOT Systems Planning Bureau) is the designated approving agency shall require written approval by the State prior to commencement of activity, purchasing of equipment, or request for reimbursement. Requests from MAPA will be submitted



in writing to the appropriate State personnel and then forwarded to FHWA / FTA for approval. Notification by the approving agency will be in writing in reverse order.

Revisions where MAPA is the approving agency shall be approved by the Board of Directors. Updates to the work program shall be provided to the appropriate state and federal representatives via electronic or, upon request, hard copy.

Performance Management Agreement

On May 27, 2016, the final rule for statewide and metropolitan transportation planning was published, based on 2012's Moving Ahead for Progress in the 21st Century (MAP-21) Act and 2015's Fixing America's Transportation System (FAST) Act. As part of this final rule, 23 CFR 450.314 (h) was amended to state:

(h)(1) The MPO(s), State(s), and the providers of public transportation shall jointly agree upon and develop specific written provisions for cooperatively developing and sharing information related to transportation performance data, the selection of performance targets, the reporting of performance targets, the reporting of performance to be used in tracking progress toward attainment of critical outcomes for the region of the MPO (see §450.306(d)), and the collection of data for the State asset management plan for the NHS for each of the following circumstances:

- (i) When one MPO serves an urbanized area;*
- (ii) When more than one MPO serves an urbanized area; and*
- (iii) When an urbanized area that has been designated as a TMA overlaps into an adjacent MPA serving an urbanized area that is not a TMA.*

(2) These provisions shall be documented either:

- (i) As part of the metropolitan planning agreements required under paragraphs (a), (e), and (g) of this section; or*
- (ii) Documented in some other means outside of the metropolitan planning agreements as determined cooperatively by the MPO(s), State(s), and providers of public transportation.*

In 2017, the following three-pronged approach was cooperatively developed to address 23 CFR 450.314 (h) for MPOs in Iowa. This approach provides a regular opportunity to review and update coordination methods as performance management activities occur, which offers an adaptable framework as performance-based planning and programming evolves.

- Agreement between the Iowa DOT and MPOs on applicable provisions through documentation included in each MPO's TPWP.
- Agreement between the Iowa DOT and relevant public transit agencies on applicable provisions through documentation included in each public transit agency's consolidated funding application.



- Agreement between each MPO and relevant public transit agencies on applicable provisions through documentation included in the appropriate cooperative agreement(s) between the MPO and relevant public transit agencies.

Performance measures require coordination with the MPOs to set performance targets, collect performance measure data and report performance measure data to FHWA and/or FTA. These requirements are included in this MPO manual as detailed in this section and identify the responsibilities for carrying out performance-based planning and programming in the metropolitan planning area (23 CFR 450.314(h)). National goals and performance management measures are identified in 23 U.S.C §150 and Federal Transit performance measures for capital assets are identified in 49 CFR §625.43 and safety in 49 CFR Part 673.

This following section includes the provisions for cooperatively developing and sharing information related to transportation performance data, selecting performance targets, reporting performance targets, performance used in tracking progress toward attainment of critical outcomes for the region of the MPO, and collecting data for the State Transportation Asset Management Plan (TAMP) for the NHS. Inclusion of the following language in an MPO's TPWP, and that TPWP's subsequent approval by Iowa DOT, constitutes agreement on these items. The Iowa DOT and MAPA agree to the following provisions. The communication outlined in these provisions between the MPO and Iowa DOT will generally be through the statewide planning coordinator in the Office of Systems Planning.

1) Transportation performance data

- a. The NDOT and Iowa DOT will provide MPOs with the statewide performance data used in developing statewide targets, and, when applicable, will also provide MPOs with subsets of the statewide data, based on their planning area boundaries.
- b. If MPOs choose to develop their own target for any measure, they will provide the NDOT and Iowa DOT with any supplemental data they utilize in the target-setting process.

2) Selection of performance targets

- a. The NDOT and Iowa DOT will develop draft statewide performance targets for FHWA measures in coordination with MPOs. Coordination may include in-person meetings, web meetings, conference calls, and/or email communication. MPOs shall be given an opportunity to provide comments on statewide targets and methodology before final statewide targets are adopted.
- b. If an MPO chooses to adopt their own target for any measure, they will develop draft MPO performance targets in coordination with the NDOT and Iowa DOT. Coordination methods will be at the discretion of the MPO, but the NDOT and Iowa DOT shall be provided an opportunity to provide comments on draft MPO performance targets and methodology prior to final approval.

3) Reporting of performance targets

- a. NDOT and Iowa DOT performance targets will be reported to FHWA and FTA, as applicable. MPOs will be notified when NDOT and Iowa DOT has reported final



statewide targets.

- b. MPO performance targets will be reported to the NDOT and Iowa DOT.
 - i. For each target, the MPO will provide the following information no later than 180 days after the date the NDOT and Iowa DOT or relevant provider of public transportation establishes performance targets, or the date specified by federal code.
 - 1. A determination of whether the MPO is 1) agreeing to plan and program projects so that they contribute toward the accomplishment of the NDOT and Iowa DOT or relevant provider of public transportation performance target, or 2) setting a quantifiable target for that performance measure for the MPO's planning area.
 - 2. If a quantifiable target is set for the MPO planning area, the MPO will provide any supplemental data used in determining any such target.
 - 3. Documentation of the MPO's target or support of the statewide or relevant public transportation provider target will be provided in the form of a resolution or meeting minutes.
 - c. The NDOT and Iowa DOT will include information outlined in 23 CFR 450.216 (f) in any statewide transportation plan amended or adopted after May 27, 2018, and information outlined in 23 CFR 450.218 (q) in any statewide transportation improvement program amended or adopted after May 27, 2018.
 - d. MPOs will include information outlined in 23 CFR 450.324 (g) (3-4) in any metropolitan transportation plan amended or adopted after May 27, 2018, and information outlined in 23 CFR 450.326 (d) in any transportation improvement program amended or adopted after May 27, 2018.
 - e. Reporting of targets and performance by the NDOT and Iowa DOT and MPOs shall conform to 23 CFR 490, 49 CFR 625, and 49 CFR 673.
- 4) Reporting of performance to be used in tracking progress toward attainment of critical outcomes for the region of the MPO**
 - a. The NDOT and Iowa DOT will provide MPOs with the statewide performance data used in developing statewide targets, and, when applicable, will also provide MPOs with subsets of the statewide data, based on their planning area boundaries. Updates of this data will include prior performance data.
- 5) The collection of data for the State asset management plans for the NHS**
 - a. The NDOT and Iowa DOT will be responsible for collecting bridge and pavement condition data for the State asset management plan for the NHS.



FY2023 MAPA Work Program Activities

The following pages detail the work activities that MAPA and contract sub-recipients will undertake in FY 2023.

200 – Work Program & Federal Assurances

Objective

To efficiently develop and implement MAPA's Unified Planning Work Program (UPWP) in accordance with MPO responsibilities and federal requirements.

Previous Work

- Maintained and updated UPWP
- Developed & Executed PL Agreements with NDOT
- Held leadership and staff workshops to develop Strategic Plan of five-year priorities
- Implementation of the Certification Review Action Plan
- Quarterly reporting & Invoicing to NDOT & IDOT
- Reviewed Annual DBE goal requirements

Work Activities

1. Planning Agreements

Maintain and review the Memorandum of Agreement (MOA) outlining state, MPO, and transit responsibilities. Develop and execute the annual PL Agreements with Nebraska and Iowa.

2. Unified Planning Work Program (UPWP)

Develop the FY2023 UPWP and maintain the FY2022 UPWP. A draft UPWP is approved in March by the Council of Officials, Board of Directors, and TTAC, with submission in April for state and federal review. Final approval by MAPA occurs in May, with submission in June to state and federal agencies.

3. Strategic Planning

Implement MAPA Strategic Plan with leadership team and Board of Directors. Facilitate annual staff workshop to refine strategic plan and align Work Program activities with strategic plan.

4. Certification Review Action Plan

Coordinate with FHWA, FTA, NDOT, Iowa DOT to Implement the federal Certification Review Action Plan for MAPA's programs. Review progress and revise activities on an ongoing



basis.

5. **Civil Rights & Disadvantaged Business Enterprise (DBE)**

Update to Civils Rights Policy document and implementation of Title IV policy statement. The 2022 Civil Rights Policy was updated October 2021 and coordinated with state and federal partners. Review DBE Program and develop annual goals. Participate in regional equity forums to ensure transportation is incorporated into broader planning and equity initiatives.

200 Work Activities Budget	Federal (\$)	Total (\$)	Hours
MAPA Work Activities	\$38,385	\$38,385	592

200 End Products	Q1	Q2	Q3	Q4
1. Planning Agreements	-	-	-	X
2. Unified Planning Work Program (UPWP)	-	-	-	X
3. Strategic Planning	-	X	-	-
4. Certification Review Action Plan	X	-	-	-
5. Civil Rights & Disadvantaged Business Enterprise (DBE)	-	-	-	-

Ongoing Implementation – Major Deliverable X



210 – Board & Committee Support

Objective

To support ongoing activities of MAPA's Council of Officials, Board of Directors, Finance Committee, Transportation Technical Advisory Committee (TTAC) and Regional Planning Advisory Committee (RPAC)

Previous work

- Organized monthly Board of Directors meetings
- Facilitated monthly Finance Committee meetings
- Conducted four Council of Officials meetings, including annual meeting
- Prepared and conducted monthly TTAC meetings
- Prepared and conducted bi-monthly RPAC meetings
- Adoption of CEDS and 2050 LRTP by Council of Officials

Work Activities

1. **Council of Officials**

The Council of Officials meets quarterly and serves as MAPA's overall policy body. The Council is charged with adopting major plans, recommending MAPA's annual budget and work programs to the Board of Directors, and providing oversight for MAPA's activities. MAPA staff members support the Council's activities through clerical and technical preparation, meeting costs, and conducting meetings.

2. **Board of Directors**

The Board of Directors meets monthly and serves as MAPA's governing body. The Board approves the TIP amendments, LRTP, annual budget, and work programs. The Board is composed of elected officials who appoint and oversee the TTAC and other MAPA committees. MAPA staff members support the Board through clerical and technical preparation, conducting meetings, and informing members about MAPA activities.

3. **Finance Committee**

The Finance Committee meets each month during the week prior to the Board of Directors' meeting. The Finance Committee reviews MAPA's financial statements, approves payments, and reviews / recommends contracts, large payments and other items for the Board's consideration. MAPA staff members support the Finance Committee through preparation of financial documents, invoices, contracts, and other such items.

4. **Transportation Technical Advisory Committee (TTAC)**

Provide for a continuing, comprehensive, and coordinated transportation planning program through the TTAC. Maintain correspondence and coordination with participating agencies. Provide other technical support necessary to the transportation planning program. The



TTAC meets on a monthly basis to approve action items and discuss issues within the region to forward recommendations to the Board of Directors.

5. **Regional Planning Advisory Committee (RPAC)**

Provide a forum to coordinate future planning and growth in the Greater Omaha-Council Bluffs region. The Committee will provide direction for the regional vision (Heartland 2050) through oversight of Implementation Committees and strategic decision-making. The RPAC meets on a bi-monthly basis to approve action items and discuss issues within the region to forward recommendations to the Board of Directors.

210 Work Activities Budget	Federal (\$)	Total (\$)	Hours
MAPA Work Activities	\$285,924	\$285,924	4,399

210 End Products	Q1	Q2	Q3	Q4
1. Council of Officials	X	X	X	X
2. Board of Directors	-	-	-	-
3. Finance Committee	-	-	-	-
4. Transportation Technical Advisory Committee (TTAC)	-	-	-	-
5. Regional Planning Advisory Committee (RPAC)	-	-	-	-

Ongoing Implementation – Major Deliverable X



220 – Regional Transportation Planning

Objective

To conduct the transportation planning activities related to the development and implementation of the Long Range Transportation Plan.

Previous Work

- Completed 2050 LRTP, with approval by MAPA Council of Officials
- Coordinated development of 2050 LRTP with the CEDS Update
- Served on action team and stakeholder committees for City of Omaha Transit Oriented Development (TOD) policy
- Participated in stakeholder committees for Omaha Rapid Bus Transit (ORBT) project
- Conducted outreach to freight and private sector representatives
- Coordinated with Eastern Nebraska Office on Aging regarding urban service changes
- Completed Council Bluffs Transit Study in coordination with Greater Omaha Chamber of Commerce (GOCC)
- Assisted with local planning studies, including providing forecasts and data

MAPA Work Activities

1. **2050 LRTP Administration & Implementation**

Implement, review, and amend the LRTP as necessary. Support regional goals in accordance with the federal transportation planning provisions. Coordination with Greater Omaha Chamber of Commerce (GOCC) Prosper 2.0 and ConnectGO Regional Transportation Strategy.

2. **Transit Planning Activities**

Provide data, technical analysis, and coordination in support of short-range and long-range mass transit planning. This will include collaboration with Metro Transit, MAPA committees, local governments, nonprofit agencies, and other stakeholders in the transit planning process. Support development of MetroNEXT regional transportation strategy and Metro Transit's Regional Transit Authority. Continued planning support for the Omaha Bus Rapid Transit (ORBT) corridors, potential future BRT extensions, core system improvements, suburban and express route enhancements. MAPA will work closely with Metro in the development of the 24th St corridor and provide on-going support. Ongoing support of transit planning in Council Bluffs and coordination between the City of Council Bluffs, Southwest Iowa Transit Agency (SWITA), and Metro Transit.

3. **Coordinated Transit Plan & Regional Coordination**

Update the Coordinated Transit Plan (adopted in FY2018) by October 2022 through the Coordinated Transit Committee (CTC) and its work groups. Continue collaborative work



with transportation service providers, human service agencies, and stakeholders to encourage, coordinate, and implement plans, actions, and programs to enhance the transportation opportunities of the elderly, disabled, and economically disadvantaged. Participate in statewide mobility management coordination through NDOT and Iowa DOT.

4. **Bicycle & Pedestrian Planning Activities**

Participate in bicycle/pedestrian planning activities for the region, including the implementation of the Omaha Complete Streets policy. On-going project work with local cities to develop Bicycle and Pedestrian Master Plans. Work with regional partners on Neighborhood Expanded Access to Trails (NEAT study) and the natural surface trails feasibility study. Participate in planning activities including the Beltline Study, and relational work with safety planning projects. Support future implementation of the studies and include in future LRTP amendments. Assist with implementation and updates to the Heartland Connections Regional Bicycle/Pedestrian Plan with local project partners. Facilitate ConnectGO Bike Strategy Working Group. Support local bike and pedestrian committees including the Mayor of Omaha's Active Living Advisory Committee, Bellevue Complete Streets and Council Bluffs FIRST AVE committee. Update the bicycle map for the region including on and off street bicycle facilities.

5. **Freight Planning & Coordination**

Continue facilitation of ConnectGO Freight Working Group with participation from Economic Development Corporations, freight representatives, and private transportation industries. Convene representatives from freight and goods movement industries as well as local, state and federal officials to ensure that freight is included in the regional planning process. Support implementation of Heartland Freight Technology Plan in coordination with other Midwest DOTs and MPOs. Utilize the Freight Analysis Framework (FAF5), Probe Data Analytics Suite, and other publicly available data to characterize freight bottlenecks. Purchase data to conduct planning studies, analyses, and modeling of freight and goods movement in the region. Analyze potential solutions to issues developed through stakeholder outreach.

6. **Land Use Planning & Coordination**

Participate in local comprehensive planning and other land use planning activities to support the transportation planning process. Participate in Omaha Transit Oriented Development (TOD) policy implementation. Participate in the development of the City of Omaha's affordable housing report. Participate in redevelopment plan conversations including the Council Bluffs FIRST AVE, Ralston Hinge project development, and Bellevue Fort Crook Road Corridor. Provide and present MAPA land use forecasts and Regional Development Report to local jurisdictions in support of the transportation planning process. Continue work on development review of regionally significant projects.

7. **Regional Safety Planning & Coordination**

Facilitate semi-annual meetings of the MAPA Safety Committee in coordination with federal, state and local partners. Monitor and set annual safety performance targets in



coordination with state and local partners. Participate in monthly Highway Safety Committee meetings with NDOT and FHWA-NE. Coordinate with state and local partners to implement AASHTOWare Safety Analytics tools to facilitate identification of local and regional safety projects. Development of narrative elements for the Regional Traffic Safety report in support of safety performance management. Coordinate with City of Omaha efforts of the Vision Zero Action plan development. Work with regional partners to develop a regional systemic safety plan.

8. **Regional Congestion Management Process (CMP)**

Implement recommendations to enhance the CMP contained in the Certification Review report. Monitor causes of recurring/non-recurring congestion and identify congestion relief opportunities. Utilize data collected from MTIS, NDOT, Iowa DOT, and other sources to assess existing congestion conditions in the region. Update CMP and approve as a stand-alone document in alignment with the goals of the 2050 Long-Range Transportation Plan. Develop regional commute profiles utilizing available travel time datasets and census data sources. Continue participation in regional Transportation Systems Management (TSM) and Transportation Incident Management (TIM) meetings.

9. **Other Long-Range Studies**

Provide technical assistance and related transportation system travel, financial, and socioeconomic data to the states and local jurisdictions as requested to assist in conducting long-range corridor, location, subarea, feasibility, and other project level studies. This element includes working on PEL and IJR activities for a new I-80 Interchange in the 180th-192nd Street area of Sarpy County, as well as other projects requiring coordination with cities, counties, states, utilities, and other stakeholders.

220 Work Activities Budget	Federal (\$)	Total (\$)	Hours
MAPA Work Activities	\$472,319	\$472,319	7,266

220 End Products	Q1	Q2	Q3	Q4
1. 2050 LRTP Administration & Implementation	X	X	X	X
2. Transit Planning Activities	X	X	-	-
3. Coordinated Transit Plan & Regional Coordination	X	-	-	-
4. Bicycle & Pedestrian Planning Activities	-	-	-	-
5. Freight Planning & Coordination	-	-	-	-
6. Land Use Planning & Coordination	X	-	-	-
7. Regional Safety Planning & Coordination	-	-	X	-
8. Regional Congestion Management Process (CMP)	X	-	-	-
9. Other Long-Range Studies	-	-	-	-

Ongoing Implementation – Major Deliverable X



230 – Transportation Improvement Program (TIP) & Local Projects

Objectives

To monitor and maintain a fiscally constrained Transportation Improvement Program (TIP) for regionally significant transportation projects.

To implement performance-based planning requirements of the IIJA Act.

To ensure MAPA staff representation and coordination with local partner projects.

Previous Work

- Processed TIP Amendments and Administrative Modifications
- Updated project selection guidance in coordination with 2050 LRTP update
- Continued development of online TIP database and project management platform
- Completed development of FY2022-FY2027 TIP
- Administered Project Selection Subcommittee (ProSe-Com) for Surface Transportation Program (STBG)
- Administered the Transportation Alternatives Program Committee (TAP-C) for Transportation Alternatives Program (TAP) projects
- Administered the Coordinated Transit Committee to implement recommendations of the Coordinated Transit Plan
- Administered Section 5310 Program of Projects through Transit Award Management System (TrAMS)
- Provided transportation technical assistance to member cities and counties

MAPA Work Activities

1. Development & Maintenance of Transportation Improvement Programs (TIPs)

Administer the FY2022 TIP (through September 30th, 2022) and FY2023 TIP (beginning October 1st, 2022). Process Amendments and Administrative Modifications of the TIP as necessary. Administration of regional funding programs. Monitor and maintain fiscal constraint of the TIP and ensure consistency of the TIP with the LRTP. Administration of Sec. 5310 Program of Projects (POP) in Transit Award Management System (TrAMS) in cooperation with federal, state and local partners. Develop the FY2023 TIP to provide a program of federal-aid transportation projects. The TIP includes at least four fiscally-constrained years of programming and a prioritized project list with a financial plan for project implementation. The updated TIP is approved each year in June and is ready for implementation when the new federal fiscal year begins on October 1st.

2. Regional Project Selection Activities (STBG, TAP, & Section 5310)

The Project Selection Committee (ProSeCom) will be convened to review and recommend federal-aid projects eligible for STBG funds based on project selection criteria linking the TIP to the LRTP's goals. The Transportation Alternatives Program Committee (TAP-C) will



be convened to review and recommend federal-aid projects eligible for TAP funds based on project selection criteria linking the TIP to regional bicycle/pedestrian goals. The Coordinated Transit Committee (CTC) will be convened to review and recommend funding for Section 5310 based on project selection criteria linking the TIP, Coordinated Transit Plan and the Long Range Transportation Plan.

3. Transportation Funding Analysis

Identify funds available to the region from federal and state transportation legislation. Identify and assess innovative financing techniques to fund projects and programs. Provide data and information to officials on the status of transportation funding in the MPO. Monitor congressional reauthorization conversions and facilitate regional dialogue about federal transportation funding opportunities. Support implementation of regional apportionments of CRRSAA funding in coordination with state and local partners. Support ConnectGO Funding & Policy Working Group. Coordination with State and Federal officials on transportation funding including new discretionary funding partnership. Work with NDOT to develop Indefinite Delivery Indefinite Quantity Grant Contract in FY2023 to support ongoing work with NDOT and Council Bluffs.

4. Regional Performance Measurement & Reporting

Implement performance measure framework in the 2050 Long Range Transportation Plan. Development of Regional Performance Report to be included with Final FY2023 TIP. Analysis of state and local data to support monitoring of performance trends. Data will be purchased (as necessary) to support the performance measurement analyses and implementation. New annual targets for Safety performance measures will be adopted before February 27, 2022. Coordination with Metro Transit on FTA-related performance measures, including Transit Asset Management plan and Transit Safety requirements. Coordination with local municipal transit providers on on-going transit asset management planning.

5. Local Project Support & Coordination

MAPA staff members provide technical assistance for MAPA, local and state transportation projects as needed. In particular, MAPA's local project liaison will work to coordinate project delivery with MAPA planning and administration, and assist with project communication and streamlining. MAPA may serve as the Responsible Charge (RC) for Nebraska projects using federal funds. Attend Nebraska Environmental Assessment (EA) meetings to track the progress of local projects through the NEPA process. Assist jurisdictions with grant writing, grant administration, and development of letters of support for transportation funding requests through the USDOT, NDOT, Iowa DOT, and other funding opportunities. Attend locally-led planning-related meetings and activities supporting the regional transportation planning process.

230 Work Activities Budget	Federal (\$)	Total (\$)	Hours
MAPA Work Activities	\$272,595	\$272,595	4,194



230 End Products		Q1	Q2	Q3	Q4
1.	Development & Maintenance of TIPs	X	-	X	-
2.	Regional Project Selection Activities	-	X	X	-
3.	Transportation Funding Analysis	-	-	-	-
4.	Regional Performance Measurement & Reporting	X	-	X	-
5.	Local Project Support & Coordination	-	-	-	X

Ongoing Implementation – Major Deliverable X

230 Contracts & Subrecipient Work Activities		Federal (\$)	Total (\$)
230	Highway 75 Corridor & Freight Strategy (55%)	\$88,000	\$110,000

The purpose of this study is to evaluate the current alignment of Highway 75 through the Florence Neighborhood of Omaha and evaluate potential realignment alternatives. These alternatives will include alternative highway designations, new corridor alignments and the potential for a new Missouri River bridge connection between I-680 and the Storz expressway. Carried over from FY2022 based on coordination with state and local partners

230	Sarpy County I-80 Interchange PEL Study (65%)	\$12,013	\$27,808
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Planning and Environmental Linkages (PEL) study to determine the location of a new I-80 interchange in Sarpy County. Study builds off analysis that was conducted as part of the Metro Travel Improvement Study (MTIS) and will support an anticipated Interchange Justification Report (IJR). Carried over from FY2022 based on anticipated project schedule and review of key documents.



240 – Communications & Community Relations

Objectives

To provide ongoing opportunities for stakeholders & the public to participate in the transportation planning process

To communicate important information and key decisions about the transportation planning process to the public

To conduct and support events, seminars and other activities that support the transportation planning process

Previous Work

- Implemented public and stakeholder involvement strategies across all projects
- Coordinated updates to MAPA and Heartland 2050 websites
- Updated agency branding and templates to align with 2050 LRTP document
- Refined agency Communication Plan and implemented social media strategy
- Developed bi-monthly email newsletter for members and partners
- Performed ADA assessments of venues for public involvement
- Published newsletters, annual reports, and regional directory

MAPA Work Activities

1. Public Participation Plan (PPP) & Public Engagement Activities

Implement the policies identified in the Public Participation Plan. An annual report documenting public participation activities conducted during the past year will be created. Conduct public involvement and engagement efforts related to the transportation planning process. Host public forums and panel discussions on topics related to and impacted by transportation planning. Conduct presentations and meetings with service clubs, neighborhoods, community leaders, elected officials, and others to foster strong relationships and engage the public in the planning process. Efforts will include outreach and engagement activities with low-income, minority, and other underrepresented segments of the population.

2. Equity & Engagement Activities

Administer and facilitate activities of the Equity and Engagement Committee. Provide input into and leadership of MAPA's public participation process. Implementation of activities related to the MAPA Board of Directors June 2020 Equity Resolution including annual Equity Report. Develop regional tool-kits and scorecards to ensure representative participation in the planning process. Participate in IAP2 workshops hosted by regional partners.



3. **Agency Communications & Publications**

Implement and refine MAPA Communications Plan. Develop, produce, and disseminate the MAPA Annual Report. Develop, produce, and disseminate at least six issues of the Moving Forward newsletter. Develop and maintain an online database of contacts at MAPA member jurisdictions.

4. **Online Activities (Websites & Social Media)**

Maintain the MAPA websites including MAPA, Heartland 2050, "Little Steps, Cleaner Air", and Metro Rideshare. Update the MAPA website with projects, regional data, maps, and committee information. Update MAPA's social media to communicate pertinent information to the public. Development of video content for MAPA social media platforms. Integrate the MAPA public outreach efforts with various social media outlets.

5. **External Relations & Public Forums**

Conduct community relations with partners and participate in Federal, State and Local forums to support the transportation planning process. Examples include public events or hearings related to transportation projects, state commission meetings, and ongoing coordination meetings between state partners (NDOT and IDOT) and MPOs. Coordination with other local, transportation-related activities.

240 Work Activities Budget	Federal (\$)	Total (\$)	Hours
MAPA Work Activities	\$601,382	\$601,382	9,252

240 End Products	Q1	Q2	Q3	Q4
1. Public Participation Plan & Public Engagement Activities	-	-	-	-
2. Equity & Engagement Activities	X	-	-	-
3. Agency Communications & Publications	X	X	X	X
4. Online Activities (Websites & Social Media)	-	-	-	-
5. External Relations & Public Forums	-	-	-	X

Ongoing Implementation – Major Deliverable X



250 – Regional Data, Mapping & Forecasting

Objectives

To conduct socioeconomic and demographic forecasts in support of the transportation planning process

To develop and maintain regional Geographic Information Systems (GIS)

To develop and maintain modeling tools to support decision-making at the state, regional, and local level

Previous Work

- Developed and maintained regional GIS data in coordination with regional partners
- Coordinated with local partners regarding NIROC project
- Updated traffic safety portal in coordination with state and local partners
- Development of 2020 traffic & safety reports
- Continued development of Travel Demand Model and transition to Iowa Standard Model Structure (ISMS)
- Assisted with corrections to annual Census population estimates
- Completed Regional Development Report and maintained regional database of building permit data

MAPA Work Activities

1. Regional Data Development & Maintenance

Maintain and update an integrated geographic database system and develop other computerized tools to assist in the analysis and manipulation of data. Create maps, graphs, and analyses as requested for jurisdictions and the general public. Coordinate GIS activities in the region to support the planning process. Purchase new hardware and accompanying software to support GIS activities as needed. Collect, purchase, and monitor local travel data including detailed data regarding traffic counts (such as time of day, occupancy, and vehicle classification), speed, and delay as available from local jurisdictions and other secondary sources. Collaborate with data partners toward the development of the GOHub Regional Data portal and Natural Resources Inventory (NRI). Review pavement, traffic counts, and other roadway characteristics for NDOT Highway Performance Monitoring System (HPMS) report.



2. **Technical Reports & Forecasts**

Utilize the US Census data and other data to provide assistance to jurisdictions, businesses, individuals, and organizations with projects involving Census data. Purchase necessary data and conduct regional or local studies for growth monitoring and analysis. Collaborate with data partners toward the development of a regional data hub. Maintain parcel-based land use dataset including housing, employment and local zoning information. Support development of Traffic, Interchange, Intersection, and Safety Reports (carried over from FY2022 due to data availability). Monitor other local population characteristics such as auto ownership, vital statistics, and school enrollment.

3. **Regional Growth Monitoring & Development Report**

Tracking of progress towards Heartland 2050 land use vision. Continued development of regional permit dataset to track ongoing development activities and monitor growth in coordination with Greater Omaha Chamber of Commerce regional indicators project. Development of annual growth report documenting regional development patterns, land consumption, impacts to natural resources, and permit activity. Develop reports and visualization tools to illustrate the impact of development patterns on infrastructure costs. Coordination of development report with data collected as part of Missing Middle and Affordable Housing reporting to the Nebraska Legislature. Purchase socioeconomic data for forecasting and modeling activities.

4. **Travel Demand Modeling Activities**

Maintain and refine the regional travel demand model to provide forecasts for studies and planning activities. Implement ISMS framework in coordination with Iowa DOT. Conduct regional/subregional travel demand model runs. Participate in training activities for travel demand modeling. Purchase data, software, and licenses for travel demand modeling. Utilize the External Travel Survey data regarding external traffic patterns and characteristics, as well as the 2009 National Household Travel Survey (NHTS) data for the region. Coordination with On-Call Travel Demand Modeling consultant on task orders.

5. **Drone Data Services**

Utilize MAPA drone for photography and data collection activities. Staff time on drone services contracts with partner communities and members. Development of MAPA image library in coordination with local partners. Drone project planning, data processing and creation of deliverables such as photography, video and other data products.

250 Work Activities Budget	Federal (\$)	Total (\$)	Hours
MAPA Work Activities	\$352,960	\$352,960	5,430



250 End Products		Q1	Q2	Q3	Q4
1.	Regional Data Development & Maintenance	-	-	-	-
2.	Technical Reports & Forecasts	X	-	X	-
3.	Regional Growth Monitoring & Development Report	X	-	-	-
4.	Travel Demand Modeling Activities	-	-	X	-
5.	Drone Data Services	-	-	-	-

Ongoing Implementation – Major Deliverable X

250 Contracts & Subrecipient Work Activities		Federal (\$)	Total (\$)
250	On-Call Travel Demand Modeling Services	\$30,000	\$37,500
<p>Consultants will provide travel demand model forecasts as requested by MAPA. The model will be updated and refined following recommendations from the FHWA Resource Center and TMAC input. Validate and provide documentation for modeling activities. Implement ISMS recommendations. Conduct modeling scenarios related to other studies, as necessary.</p>			
250	Traffic Data Services	\$44,000	\$55,000
<p>Vendor or consultant will provide traffic data to supplement existing traffic data sources in areas such as origin-destination information for automobiles and/or other modes, traffic volumes, or travel time.</p>			



260 – Environment & Energy

Objective

Improve the region's air quality by taking proactive measures to reduce environmental impacts and improve energy conservation as related to transportation.

Previous Work

- Conducted 2020 Little Steps, Cleaner Air (LSCA) ozone awareness and reduction campaign with travel demand management strategies and marketing alternatives fuel options
- Conducted school outreach program related to LSCA program and developed air quality curriculum for teachers at different grade levels'
- Facilitated rebranding of Little Steps, Cleaner Air campaign website and materials
- Developed application materials for FY2021-2022 Air Quality Strategy
- Implemented MetroRideshare program and set-up employer rideshare portals
- Coordinated with NDOT van pool contractor
- Supported implementation of Phase 1 of the Electric Vehicle Charging Station Expansion
- Participated in Clean Cities, electric vehicle, ethanol, and other alternative fuel technology efforts

MAPA Work Activities

1. **Little Steps, Cleaner Air Ozone Awareness Campaign**
Develop and implement the Little Steps, Cleaner Air ozone awareness and outreach program. Evaluate and analyze monitored air pollution data for carbon monoxide, ozone, particulates, and lead to meet air quality requirements. Work with federal, state, and local agencies to monitor air quality. Coordinate with local agencies to develop educational materials, conduct training, and utilize hand-held air quality monitors to inform the public about the ground ozone issues in the region. Implementation of Clean Air Partnership strategy to coordinate air quality related messaging with major institutional partners, including universities, utilities and transportation agencies. Data may be purchased to support air quality planning and modeling activities.
2. **Alternative Fuels Activities**
MAPA will participate in the Nebraska Community Energy Alliance (NCEA) and work with utilities to coordinate planning of environmental and energy-related efforts with the transportation planning process. Implement the CMAQ electric vehicle (EV) charging stations project by working with local entities to identify locations for EV stations in coordination with the Omaha Parking Division. Coordinate with NDOT on development and implementation of EV action plan. Coordinate efforts to deploy infrastructure for increased usage of natural gas (CNG/LNG), electric vehicles, ethanol, and other alternative fuel



efforts in Nebraska and Iowa. Activities may include grant preparation and oversight for CMAQ, Nebraska Environmental Trust, and other funding opportunities. Coordination with FHWA and states to implement Alternative Fuel Corridor designations. Support for Metro Transit’s fuel diversification initiative and alternative fuel grant applications.

3. Travel Demand Management & Other Activities

Utilize RideShark platform available through Iowa DOT to support MetroRideshare website. Coordinate with employers to establish employer portals and manage carpool and vanpool activities. Provide outreach support for Nebraska’s Statewide Vanpool project for employers within the Omaha-Council Bluffs region. Support on-going intercity bus planning efforts led by NDOT. Facilitate employer-based transportation surveys to support the development of employer-based programs.

260 Work Activities Budget	Federal (\$)	Total (\$)	Hours
MAPA Work Activities	\$315,663	\$315,663	4,856

260 End Products		Q1	Q2	Q3	Q4
1.	Little Steps, Cleaner Air Ozone Awareness Campaign	-	X	-	-
2.	Alternative Fuels Activities	X	-	-	-
3.	Travel Demand Management & Other Activities	-	X	-	X

Ongoing Implementation – Major Deliverable X

260 Contracts & Subrecipient Work Activities		Federal (\$)	Total (\$)
260	Little Steps Cleaner Air Ozone Awareness Campaign	\$150,000	\$187,500

The FY2023 Little Steps, Cleaner Air ozone reduction campaigns will focus education efforts on the small actions everyone can take to help reduce ground-level ozone and improve public health. Work tasks also focus on aligning air quality-related messaging with institutional partners across the region through the Clean Air Partnership. Overall campaign goals include reducing single-occupancy vehicle trips and increasing usage of bicycle, pedestrian, transit, and carpool modes. Little Steps Cleaner Air will also raise awareness of alternative fuels (such as electric vehicles, CNG/LNG, fuel cells, and biofuels) that reduce emissions. (Anticipated NE-CMAQ)

260	MAPA On-Call Travel Demand Management Services	\$125,000	\$156,250
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Travel demand management consult will conduct outreach to employers in order to implement and promote active commuting throughout the MAPA region. Employee surveys will be conducted to understand potential mode share for employees and recommendations will be developed for work sites to implement travel demand management programs. (Anticipated NE-CMAQ)



270 – Heartland 2050 Implementation

Work Activities

1. **Heartland 2050 Mini-Grant Program**
Administration of set-aside of STBG funding from NDOT and Iowa DOT for implementation of projects related to the Heartland 2050 Regional Vision and Action Plan. Facilitation of project selection process and administration of H2050 Mini-Grant Review Committee. Develop documentation to support expansion of the program beyond transportation projects with additional funding sources. MAPA staff coordination with Mini-Grant recipients and participation in mini-grant project committees.
2. **Heartland 2050 Committees & Working Groups**
MAPA staff support related to the Heartland 2050 Implementation Committees, task forces and other work groups relate to the project. Facilitation of meetings and development of materials to coordinate the transportation planning process with the implementation of the H2050 Vision. MAPA staff will conduct technical analysis and data support for the Heartland 2050 project. Additionally, MAPA staff will support ongoing coordination related to the Metro Smart Cities project and the implementation of pilot projects.
3. **Heartland 2050 Summits and Speaker Series**
MAPA staff will hold Heartland 2050 Summits to convene stakeholders and the public to hear speaker presentations, learn best practices from within and outside the region, discuss progress by committees and projects, and work on the initiative. One summit and two speaker series events are anticipated annually.
4. **Heartland 2050 Site Visits**
Heartland 2050 will coordinate a site visit to a location where stakeholders will experience and meet with local representatives to learn more about walkable, livable communities that include robust transportation.
5. **Heartland 2050 Administration**
MAPA staff will provide administrative support and administration for the Heartland 2050 project.

270 Work Activities Budget	Federal (\$)	Total (\$)	Hours
MAPA Work Activities	\$312,102	\$312,102	4,802



270 End Products		Q1	Q2	Q3	Q4
1.	Heartland 2050 Mini-Grant Program	-	-	X	-
2.	Heartland 2050 Committee & Working Groups	-	-	-	-
3.	Heartland 2050 Summits and Speaker Series	-	X	-	X
4.	Heartland 2050 Site Visit	-	-	X	-
5.	Heartland 2050 Administration	-	-	-	-

Ongoing Implementation – Major Deliverable X

270 Heartland 2050 Mini-Grant Awards	Federal (\$)	Total (\$)
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The Heartland 2050 Mini-Grant program provides support for projects that incorporate the goals and principles of the Heartland 2050 Vision, such as walkable, livable communities, transportation options, well-planned and efficient infrastructure, and regional collaboration, into local projects. Heartland 2050 Mini-Grant awards are administered and procured by MAPA on behalf of communities participating in the Heartland 2050 Mini-Grant Program. The percentage value noted in parentheses denotes the amount of effort anticipated in FY2023:

FY2022 Heartland 2050 Mini-Grant Awards Continuing in FY2023

270 Omaha Bicycle Master Plan	\$200,000	\$317,855
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The overall objective is to create a bicycle and pedestrian master plan to be adopted as a supplement to the City of Omaha Master Plan. This plan shall: 1) Develop a framework for a comprehensive and integrated network of bicycle facilities, trail corridors, low-stress routes, and sidewalk and crossing improvements that serve all neighborhoods; 2) identify and prioritize projects, programs, and policies focused on expanding participation by making walking and bicycling for daily needs safer, more comfortable, and more convenient; and 3) identify strategies that will guide the planning, funding, implementation, and maintenance of future projects with performance measures that allow the City to assess its progress.

270 NEAT: Neighborhood Enhanced Access to Trails (95%)	\$114,000	\$142,500
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The Neighborhood Enhanced Access to Trails (NEAT) Study is a transportation planning study to prioritize trail project locations throughout Douglas and Sarpy Counties in Nebraska. MAPA and the Papio-Missouri River Natural Resources District have identified gaps in the existing trail network and will use this study to determine which of these locations are best suited to be carried forward as construction projects. Carried over from FY2021 based on coordination with local partners on project schedule.

270 Bellevue Fort Crook Road Corridor Study	\$100,000	\$125,000
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Corridor study of Fort Crook Road in Bellevue to identify potential for changes to the roadway configuration to support redevelopment and transportation options. Focus on regional connectivity to the region’s largest employer, Offutt Air Force Base, and connectivity between Bellevue and adjacent communities.



270 FY2023 Heartland 2050 Mini-Grant Awards		Federal (\$)	Total (\$)
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FY2023	Heartland 2050 Mini-Grant Awards New	\$320,000	\$400,000
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270	Western Sarpy Transportation Enhancement Plan (WE-STEP)	\$100,000	\$150,000
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The overall objective is to provide a forward-looking Plan identifying the arterial and major collector roadway network extensions and enhancements to support and complement the existing transportation system of the area. Identified projects must relieve traffic congestion, be sustainable, and provide alternate connections throughout the system. Through development of the Plan, the City of Gretna (with possible local jurisdiction partners of Papillion, Springfield, and Sarpy County) will deep-dive into the arterial and major collector transportation system network from a regional significance perspective.

270	Beltline Trail to Field Club Trail Connection Study	\$120,000	\$150,000
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The study will include an alternatives analysis to evaluate potential alignments for a multi-use pedestrian and bicycle facility to connect from the south end of the planned Beltline Trail at Hamilton Street & Military Avenue to the north end of the Field Club Trail at Leavenworth Street. The study will document the benefits and constraints of each evaluated alternative, propose a preferred alternative, and develop concept design and cost estimate for the preferred alternative.

270	La Vista Bicycle & Pedestrian Mobility Plan	\$80,000	\$100,000
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The project will produce a comprehensive bicycle and pedestrian mobility plan to guide the planning and construction of trails, sidewalks, and associated facilities in La Vista to create additional opportunities for residents and visitors for recreation, access to employment and services, and economic development generation. This plan shall 1) identify barriers that prevent La Vista residents and visitors from using alternative modes of transportation, including the identification of current gaps in La Vista’s sidewalk and trail networks, 2) propose a framework and standards for the creation of a balanced and integrated cyclist and pedestrian mobility network, 3) establish priority segment phasing and cost estimates for infrastructure and capital projects, and 4) identify other strategies for the financing, construction, and maintenance of such facilities. This plan is a necessary first step in the establishment of a connected, safe, and efficient multi-modal transportation system, and La Vista’s ability to establish connections with the regional trail system.



280 – Training & Education

Objective

To provide professional development and training to promote continued development of skills for MAPA staff

Previous work

- Attended local workshops, training, and educational activities
- Participated in statewide COG/Economic Development District (EDD) organizations of Nebraska Regional Officials Council (NROC) and Iowa Association of Councils of Government (ICOG)
- Participated in MPO coordination meetings hosted by NDOT and Iowa DOT
- Took part in FHWA/FTA webinars related to federal guidance and initiatives

Work Activities

1. **Technical and Policy Education Activities**

Participate in ongoing education and staff development activities such as workshops, conferences, and webinars devoted to planning and research-related policy and technical information. Event sponsors include local, state, and national organizations such as the Greater Omaha Chamber of Commerce and Economic Development Partnership, American Society of Civil Engineers (ASCE), Locate, NROC, IARC, NARC, NADO, Transportation Research Board (TRB), American Planning Association (APA), and other organizations. Workshops and training activities may also be convened by local, state, and federal governmental agencies such as NDOT, Iowa DOT, USDOT, EPA and EDA.

2. **Related Association Participation**

Participate in local, state, and national associations that provide ongoing education, training, staff and leadership development, and peer-to-peer knowledge exchange. Event sponsors include local, state, and national organizations such as the Greater Omaha Chamber, ASCE, LOCATE, NROC, IARC, NARC, NADO, TRB, APA and other organizations. Federal funding for these activities will not consist of lobbying in accordance with 2 CFR 200.450.

3. **Professional Certifications and Memberships**

Staff members apply, take required tests, and actively participate in professional organizations such as the APA’s American Institute of Certified Planners (AICP).

280 Work Activities Budget	Federal (\$)	Total (\$)	Hours
MAPA Work Activities	\$104,622	\$104,622	1,610



280 End Products		Q1	Q2	Q3	Q4
1.	Technical & Policy Education Activities	-	-	-	-
2.	Related Association Participation	-	-	-	-
3.	Professional Certifications & Memberships	-	-	-	-

Ongoing Implementation – Major Deliverable X



290 – Transportation Management

Objective

Provide for leadership and efficient administration of MAPA's transportation programs

Previous Work

- Personnel management for transportation activities
- Review of invoices and progress reports for MAPA activities
- Financial management of budget and contracts
- General administrative activities related to organization support and operations

Work Activities

1. Program Administration
Provide oversight and administrative support for MAPA transportation and data staff activities. Development and maintenance of process documentation, project management platform, and staff coordination meetings.
2. Personnel Management
Ongoing activities related to personnel needs, recruitment, orienting and training, and other human resource activities.
3. Financial Management
Monitoring and maintenance of MAPA's budget and development of dues schedule and associate membership program. Implementation and coordination for a TIP Administrative Fee.
4. Contracts & Agreements
Develop and negotiate contracts for programs, develop proposals as well as monitor and report on contracts.
5. Quarterly Reporting and Invoicing (NDOT & Iowa DOT)
Review quarterly reports and invoices for the Nebraska Department of Transportation and Iowa Department of Transportation.

290 Work Activities Budget	Federal (\$)	Total (\$)	Hours
MAPA Work Activities	\$152,413	\$152,413	2,345

290 End Products	Q1	Q2	Q3	Q4



1.	Program Administration	X	-	-	-
2.	Personnel Management	-	-	-	-
3.	Financial Management	-	-	-	-
4.	Contracts & Agreements	-	-	-	-
5.	Quarterly Reporting and Invoicing	X	X	X	X

Ongoing Implementation – Major Deliverable X



300 – Membership Services

Objective

Provide assistance to MAPA members, including demographic data, mapping, and other service to local, state and regional projects.

Previous Work

- Provided data and map requests to members.
- Coordinated with members on their projects and methodologies to benefit the regional transportation process.

Work Activities

1. Member Data Requests
MAPA staff will respond to requests for demographic, traffic, and other data requests from members.
2. Member Mapping Requests
MAPA staff will respond to mapping and GIS requests for demographic, traffic, and other data requests from members.

300 Work Activities Budget	Federal (\$)	Total (\$)	Hours
MAPA Work Activities	\$19,682	\$19,682	303

300 End Products	Q1	Q2	Q3	Q4
1. Member Data Requests	-	-	-	-
2. Member Mapping Requests	-	-	-	-

Ongoing Implementation – Major Deliverable X



310 – Local and Partner Planning Support

Objective

Provide assistance to local governments and agencies to conduct plans and develop data in support of the regional transportation planning process.

Previous Work

- Douglas County GIS created and maintained GIS data sets that support the regional planning process including Natural Resources Inventory (NRI) and open data portal.
- City of Omaha Public Works conducted the traffic counting program.
- City of Omaha Planning Department worked on Omaha transportation planning projects and coordinated with the regional planning process.
- Sarpy County GIS created and maintained GIS data sets that support the regional planning process including Natural Resources Inventory (NRI) and open data portal.
- Sarpy County Planning Department worked on transportation-related planning projects and coordinated with the region.
- Pottawattamie County GIS created and maintained GIS data sets that support the regional planning process including Natural Resources Inventory (NRI) and open data portal.
- Implemented 5310 operations and vehicle purchase contracts with Council Bluff, Metro Transit, Florence Home for the Aged, and Black Hills Works
- Procured consultant services for Papio-Missouri River NRD’s Neighborhood Enhanced Access to Trails (NEAT) Project

310 Contracts & Subrecipient Work Activities	Federal (\$)	Total (\$)
310 Metro Transit Planning Activities	\$86,853	\$124,076
Implementation of MetroNEXT plan, a strategic planning effort to establish a multi-year transit enhancement strategy for the Metro. Projects include, but are not limited to, installation of new bus stop signage, new bus shelters, increased service on a variety of local bus routes, and promotion of a regional vanpooling service. Metro staff will initiate preliminary planning work on the 24th Street Transit Corridor, which will review alternatives for transit enhancement along 24th and/or 30th Streets between Ames Avenue and Q Streets. Additionally, Metro staff will coordinate with implementation efforts of the Heartland 2050 Action Plan to monitor the region’s progress towards the vision goals.		
310 City of Omaha Public Works Traffic Counting	\$42,000	\$60,000
Intended for traffic data to supplement existing traffic data sources in areas such as origin-destination information for automobiles and/or other modes, traffic volumes, or travel time.		



310 Contracts & Subrecipient Work Activities (continued)		Federal (\$)	Total (\$)
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310 Douglas County GIS Activities		\$56,000	\$80,000
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Funding intended for development, management and maintenance of transportation-related assets through the Cityworks GIS-based program. Implementing the natural resources inventory and coordinating open data resources with other county GIS departments. These assets include streets, construction projects, curb ramps, bridges, maintenance areas, sidewalks, sewers, snow removal routes, pavement markings, parking meters, signs, traffic signals, street parking, alleys, and unimproved roads. Development of new GIS datasets to encompass sidewalks, tree canopy, edge of pavement, pavement condition, building footprints, trails, and roadway trees.

310 City of Omaha Planning Activities		\$38,717	\$55,310
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The City of Omaha Planning Department will develop and refine the transportation planning process. Work activities will include, but are not limited to, land use development, bicycle and pedestrian count program, regionally significant long range planning studies for climate action plan, Bicycle pedestrian action plan, affordable housing, and electric vehicle charging strategy.

310 Sarpy County Planning & GIS Activities		\$53,393	\$76,276
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Intended for GIS program including creating, maintaining, and managing ongoing geospatial data. Sarpy County will accurately develop and maintain data sets and tools supporting transportation planning, modeling, analysis, and forecasting. Data sets will include, but not be limited to, streets, bridges, railways, trails, traffic counts, parcels, land use, environmental and physical features, and jurisdictional boundaries. Implementing the natural resources inventory and coordinating open data resources with other county GIS departments. Funding will support staff time for the aforementioned activities. Sarpy County will also support implementation of regional open data portal and Natural Resource Inventory projects.

310 Pottawattamie County GIS Activities		\$60,129	\$85,899
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Intended for Pottawattamie County to conduct a GIS program including creating, maintaining, and managing ongoing geospatial data. Building new datasets including sidewalk gap analysis, regional land use to enhance current parcel attributes to include more granular information needed for MAPA and the County’s planning studies. This will be a combination of translating existing assessment data along with manual investigation.

310 Nebraska-Iowa Regional Orthophotography Consortium (NIROC) Aerial Photography Project		\$0	\$141,778
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Vendor will provide orthophotography and oblique aerial photography in support of local land use and transportation planning processes. Flights and data collection are anticipated in Douglas, Sarpy, Lancaster, and Pottawattamie Counties as part of the consortium. Total project cost is estimated at \$324,723 for FY2022 flights. FY2022 activities include data processing, QA/QC on survey corrections for advanced imagery, feature extraction, software licensing, and delivery of advanced imagery products in Q4 FY2022.



310 FTA Section 5310 FY2023 Sub-Recipients	Federal (\$)	Total (\$)
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MAPA administers the Section 5310 program for distribution to eligible subrecipients. 5310 funding is a discretionary capital assistance program to assist local governments, private agencies, and nonprofit agencies provide transportation service for the elderly and disabled. Anticipated contracts for transportation service in FY2023 include:

310 City of Council Bluffs STS	\$150,423	\$300,846
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Cost of Contracted Services for the City of Council Bluffs Paratransit Service known as the Council Bluffs Special Transit Service (STS) serving the elderly and disabled citizens of Council Bluffs with transportation within the city limits of Council Bluffs and to three (3) designated medical facilities in Omaha, NE, i.e. CHI-Creighton Medical Center, the University of Nebraska Medical Center and the VA Medical Center.

310 Florence Home for the Aged	\$140,459	\$280,919
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Florence Home Transportation Services provides trained staff to accompany residents with disabilities, the elderly, and veterans on transportation trips to physician visits, dental appointments, outings and social events. Residents served live at Florence Home Healthcare Center, Royale Oaks Assisted Living, House of Hope Alzheimer’s Care and House of Hope Assisted Living.

310 New Cassel Retirement Home	\$169,970	\$339,940
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New Cassel serves 185 elderly residents and is home to the Franciscan Adult Day Center which can care for 80 people with Alzheimer’s, dementia, and special needs. They offer transportation service from 9 am to 4 pm, Monday through Friday. The adult day center provides round trip transportation for the disabled, wheelchair/scooter bound, and for Alzheimer and dementia participants. Their service area includes the Omaha Metro area: Elkhorn border, Papillion, La Vista, Bellevue, North Omaha, and Council Bluffs, Iowa.

310 Black Hills Works	\$147,684	\$295,368
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Black Hills Workshop supports individuals employed at Offutt Air Force Base and provides transportation on almost a 24 hour a day/seven day a week basis. There currently are 9 runs in which our vehicles travel approximately 500 miles each day providing door to door services. The majority of our runs are during hours that the Metro Area Transit does not operate.

310 City of Bellevue	\$50,000	\$100,000
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Cost of Contracted Services for the City of Bellevue Paratransit Service serving the elderly and disabled citizens of Bellevue with transportation within the city limits of Bellevue

310 Heartland Family Service	\$18,290	\$36,580
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The HFS The Senior Center bus provides transportation to activities and resources for elderly persons in North Omaha.



310 Eastern Nebraska Community Action Partnership \$67,500 \$135,000

ENCAP provides transportation services to low income persons, seniors, and persons with disabilities within Douglas, Sarpy, and Pottawattamie Counties. These rides are to employers, hospitals, doctors appointments, schools, grocery shopping, mandated court appointments, and resource agencies.



FY2023 Work Program

MAPA - FY 2023 UPWP Support Table: Funding By Work Program

Project Code	Work Activity	Federal Funds	State Funds	MAPA Funds	3rd Party Match	Subrecipient In-kind Match	Activity Total	Federal Share	Match Share
Nebraska FHWA PL Funds									
200	UPWP and Federal Assurances	16,419		825			\$ 17,244	95%	5%
210	Board and Committee Support	115,124		5,787			\$ 120,911	95%	5%
220	Regional Transportation Planning	191,661		9,635			\$ 201,296	95%	5%
230	TIP and Local Projects	114,484		5,755			\$ 120,239	95%	5%
240	Communication and Public Involvement	249,185		12,527			\$ 261,712	95%	5%
250	Regional Data, Mapping & Forecasting	145,535		7,316			\$ 152,851	95%	5%
260	Environment and Energy	18,074		909			\$ 18,983	95%	5%
270	Heartland 2050 - Transportation Eligible	114,369		5,749			\$ 120,119	95%	5%
280	Training and Education	44,482		2,236			\$ 46,718	95%	5%
290	Management	58,865		2,959			\$ 61,824	95%	5%
300	Membership Services	6,958		350			\$ 7,308	95%	5%
221	Communications Support (80/20)	-		-	-		\$ -	0%	0%
230	Hwy 75 Corridor Study (Phase 1, 75%,80/20)	-		-	-		\$ -	0%	0%
230	Sarpy PEL Study (50%, 56.8% match)	7,800		-	20,008		\$ 27,808	28%	72%
250	On-Call Modeling (80/20)	5,610		-	14,390		\$ 20,000	28%	72%
250	Traffic Data Services (80/20)	11,921		-	30,579		\$ 42,500	28%	72%
260	Little Steps Cleaner Air Ozone Campaign	-		-	-		\$ -	0%	0%
260	Travel Demand Management Services (80/20)	-		-	-		\$ -	0%	0%
270	Heartland 2050 Mini Grants	24,683		-	63,317		\$ 88,000	28%	72%
310	Planning Local Subrecipients (70/30)	190,110		-	-	81,476	\$ 271,586	70%	30%
310	5310 Subrecipients (50/50)	-		-	-		\$ -	0%	0%
310	Aerial Photography for MAPA NE Activities	-		-	65,000		\$ 65,000	0%	100%
310	Aerial Photography for MAPA IA Activities	-		-	-		\$ -	0%	0%
PROGRAM FUND TOTALS		1,315,280	0	54,049	193,295	81,476	1,644,100	80%	20%



MAPA - FY 2023 UPWP Support Table: Funding By Work Program

Project Code	Work Activity	Federal Funds	State Funds	MAPA Funds	3rd Party Match	Subrecipient In-kind Match	Activity Total	Federal Share	Match Share
Iowa FHWA PL Funds									
200	UPWP and Federal Assurances	1,070		-			\$ 1,070	100%	0%
210	Board and Committee Support	7,980		-			\$ 7,980	100%	0%
220	Regional Transportation Planning	12,268		-			\$ 12,268	100%	0%
230	TIP and Local Projects	7,087		-			\$ 7,087	100%	0%
240	Communication and Public Involvement	15,925		-			\$ 15,925	100%	0%
250	Regional Data, Mapping & Forecasting	10,745		-			\$ 10,745	100%	0%
260	Environment and Energy	892		-			\$ 892	100%	0%
270	Heartland 2050 - Transportation Eligible	8,535		-			\$ 8,535	100%	0%
280	Training and Education	2,977		-			\$ 2,977	100%	0%
290	Management	3,857		-			\$ 3,857	100%	0%
300	Membership Services	2,103		-			\$ 2,103	100%	0%
221	Communications Support (80/20)	-		-	-		\$ -	0%	0%
230	Hwy 75 Corridor Study (Phase 1, 75%,80/20)	-		-	-		\$ -	0%	0%
230	Sarpy PEL Study (50%, 56.8% match)	-		-	-		\$ -	0%	0%
250	On-Call Modeling (80/20)	14,000		-	3,500		\$ 17,500	80%	20%
250	Traffic Data Services (80/20)	10,000		-	2,500		\$ 12,500	80%	20%
260	Little Steps Cleaner Air Ozone Campaign	-		-	-		\$ -	0%	0%
260	Travel Demand Management Services (80/20)	-		-	-		\$ -	0%	0%
270	Heartland 2050 Mini Grants	-		-	-		\$ -	0%	0%
310	Planning Local Subrecipients (70/30)	60,129		-		25,770	\$ 85,899	70%	30%
310	5310 Subrecipients (50/50)	-		-			\$ -	0%	0%
310	Aerial Photography for MAPA NE Activities	-		-			\$ -	0%	0%
310	Aerial Photography for MAPA IA Activities	-		-	7,587		\$ 7,587	0%	100%
PROGRAM FUND TOTALS		157,347	0	0	13,567	25,770	196,684	80%	20%



MAPA - FY 2023 UPWP Support Table: Funding By Work Program

Project Code	Work Activity	Federal Funds	State Funds	MAPA Funds	3rd Party Match	Subrecipient In-kind Match	Activity Total	Federal Share	Match Share
Nebraska FTA 5305d Funds									
200	UPWP and Federal Assurances	4,575		133			\$ 4,708	97%	3%
210	Board and Committee Support	35,987		1,044			\$ 37,031	97%	3%
220	Regional Transportation Planning	59,726		1,733			\$ 61,460	97%	3%
230	TIP and Local Projects	33,450		971			\$ 34,420	97%	3%
240	Communication and Public Involvement	73,466		2,132			\$ 75,598	97%	3%
250	Regional Data, Mapping & Forecasting	42,621		1,237			\$ 43,858	97%	3%
260	Environment and Energy	2,605		76			\$ 2,680	97%	3%
270	Heartland 2050 - Transportation Eligible	34,807		1,010			\$ 35,817	97%	3%
280	Training and Education	12,497		363			\$ 12,860	97%	3%
290	Management	18,686		542			\$ 19,208	97%	3%
300	Membership Services	1,588		46			\$ 1,632	97%	3%
221	Communications Support (80/20)	-		-	-		\$ -	0%	0%
230	Hwy 75 Corridor Study (Phase 1, 75%/80/20)	-		-	-		\$ -	0%	0%
230	Sarpy PEL Study (50%, 56.8% match)	-		-	-		\$ -	0%	0%
250	On-Call Modeling (80/20)	-		-	-		\$ -	0%	0%
250	Traffic Data Services (80/20)	-		-	-		\$ -	0%	0%
260	Little Steps Cleaner Air Ozone Campaign	-		-	-		\$ -	0%	0%
260	Travel Demand Management Services (80/20)	-		-	-		\$ -	0%	0%
270	Heartland 2050 Mini Grants	-		-	-		\$ -	0%	0%
310	Planning Local Subrecipients (70/30)	86,863		-		37,223	\$ 124,078	70%	30%
310	5310 Subrecipients (50/50)	-		-		-	\$ -	0%	0%
310	Aerial Photography for MAPA NE Activities	-		-	55,201	-	\$ 55,201	0%	100%
310	Aerial Photography for MAPA IA Activities	-		-	-	-	\$ -	0%	0%
PROGRAM FUND TOTALS		406,839	0	9,286	55,201	37,223	508,548	80%	20%



MAPA - FY 2023 UPWP Support Table: Funding By Work Program

Project Code	Work Activity	Federal Funds	State Funds	MAPA Funds	3rd Party Match	Subrecipient In-kind Match	Activity Total	Federal Share	Match Share
Iowa FTA 5305d Funds									
200	UPWP and Federal Assurances	819		-			\$ 819	100%	0%
210	Board and Committee Support	6,108		-			\$ 6,108	100%	0%
220	Regional Transportation Planning	9,390		-			\$ 9,390	100%	0%
230	TIP and Local Projects	5,409		-			\$ 5,409	100%	0%
240	Communication and Public Involvement	12,189		-			\$ 12,189	100%	0%
250	Regional Data, Mapping & Forecasting	8,224		-			\$ 8,224	100%	0%
260	Environment and Energy	682		-			\$ 682	100%	0%
270	Heartland 2050 - Transportation Eligible	6,533		-			\$ 6,533	100%	0%
280	Training and Education	2,279		-			\$ 2,279	100%	0%
290	Management	2,799		-			\$ 2,799	100%	0%
300	Membership Services	1,609		-			\$ 1,609	100%	0%
221	Communications Support (80/20)	-			-		\$ -	0%	0%
230	Hwy 75 Corridor Study (Phase 1, 75%,80/20)	-			-		\$ -	0%	0%
230	Sarpy PEL Study (50%, 56.8% match)	-			-		\$ -	0%	0%
250	On-Call Modeling (80/20)	-			-		\$ -	0%	0%
250	Traffic Data Services (80/20)	-			-		\$ -	0%	0%
260	Little Steps Cleaner Air Ozone Campaign	-			-		\$ -	0%	0%
260	Travel Demand Management Services (80/20)	-			-		\$ -	0%	0%
270	Heartland 2050 Mini Grants	-			-		\$ -	0%	0%
310	Planning Local Subrecipients (70/30)	-			-		\$ -	0%	0%
310	5310 Subrecipients (50/50)	-			-		\$ -	0%	0%
310	Aerial Photography for MAPA NE Activities	-			-		\$ -	0%	0%
310	Aerial Photography for MAPA IA Activities	-			14,010		\$ 14,010	0%	100%
PROGRAM FUND TOTALS		56,041	0	0	14,010	0	\$ 70,051	80%	20%



MAPA - FY 2023 UPWP Support Table: Funding By Work Program

Project Code	Work Activity	Federal Funds	State Funds	MAPA Funds	3rd Party Match	Subrecipient In-kind Match	Activity Total	Federal Share	Match Share
CMAQ / FHWA STBG									
200	UPWP and Federal Assurances	-		-			\$ -	0%	0%
210	Board and Committee Support	-		-			\$ -	0%	0%
220	Regional Transportation Planning	-		-			\$ -	0%	0%
230	TIP and Local Projects	-		-			\$ -	0%	0%
240	Communication and Public Involvement	210		52			\$ 262	80%	20%
250	Regional Data, Mapping & Forecasting	49		12			\$ 61	80%	20%
260	Environment and Energy	15,394		3,848			\$ 19,242	80%	20%
270	Heartland 2050 - Transportation Eligible	24,000		6,000			\$ 30,000	80%	20%
280	Training and Education	-		-			\$ -	0%	0%
290	Management	347		87			\$ 434	80%	20%
300	Membership Services	-		-			\$ -	0%	0%
221	Communications Support (80/20)	59,410		4,319	10,146		\$ 73,875	80%	20%
230	Hwy 75 Corridor Study (Phase 1, 75%,80/20)	66,482	22,000	6,431	15,107		\$ 110,000	80%	40%
230	Sarpy PEL Study (50%, 56.8% match)	-		-	-		\$ -	0%	0%
250	On-Call Modeling (80/20)	-		-	-		\$ -	0%	0%
250	Traffic Data Services (80/20)	-		-	-		\$ -	0%	0%
260	Little Steps Cleaner Air Ozone Campaign	150,787		10,962	25,750		\$ 187,500	80%	20%
260	Travel Demand Management Services (80/20)	125,656		9,135	21,459		\$ 156,250	80%	20%
270	Heartland 2050 Mini Grants	724,584		52,677	123,739		\$ 901,000	80%	20%
310	Planning Local Subrecipients (70/30)	-		-	-		\$ -	0%	0%
310	5310 Subrecipients (50/50)	-		-	-		\$ -	0%	0%
310	Aerial Photography for MAPA NE Activities	-		-	-		\$ -	0%	0%
310	Aerial Photography for MAPA IA Activities	-		-	-		\$ -	0%	0%
PROGRAM FUND TOTALS		1,166,900	22,000	93,525	196,200	0	1,478,625	79%	21%



MAPA - FY 2023 UPWP Support Table: Funding By Work Program

Project Code	Work Activity	Federal Funds	State Funds	MAPA Funds	3rd Party Match	Subrecipient In-kind Match	Activity Total	Federal Share	Match Share
FTA 5310									
200	UPWP and Federal Assurances	1,430		-			\$ 1,430	100%	0%
210	Board and Committee Support	11,247		-			\$ 11,247	100%	0%
220	Regional Transportation Planning	18,665		-			\$ 18,665	100%	0%
230	TIP and Local Projects	10,454		-			\$ 10,454	100%	0%
240	Communication and Public Involvement	22,959		-			\$ 22,959	100%	0%
250	Regional Data, Mapping & Forecasting	13,320		-			\$ 13,320	100%	0%
260	Environment and Energy	814		-			\$ 814	100%	0%
270	Heartland 2050 - Transportation Eligible	10,878		-			\$ 10,878	100%	0%
280	Training and Education	3,905		-			\$ 3,905	100%	0%
290	Management	5,833		-			\$ 5,833	100%	0%
300	Membership Services	496		-			\$ 496	100%	0%
221	Communications Support (80/20)	-		-	-		\$ -	0%	0%
230	Hwy 75 Corridor Study (Phase 1, 75%,80/20)	-		-	-		\$ -	0%	0%
230	Sarpy PEL Study (50%, 56.8% match)	-		-	-		\$ -	0%	0%
250	On-Call Modeling (80/20)	-		-	-		\$ -	0%	0%
250	Traffic Data Services (80/20)	-		-	-		\$ -	0%	0%
260	Little Steps Cleaner Air Ozone Campaign	-		-	-		\$ -	0%	0%
260	Travel Demand Management Services (80/20)	-		-	-		\$ -	0%	0%
270	Heartland 2050 Mini Grants	-		-	-		\$ -	0%	0%
310	Planning Local Subrecipients (70/30)	-		-	-		\$ -	0%	0%
310	5310 Subrecipients (50/50)	744,327		-		744,327	\$ 1,488,653	50%	50%
310	Aerial Photography for MAPA NE Activities	-		-	-		\$ -	0%	0%
310	Aerial Photography for MAPA IA Activities	-		-	-		\$ -	0%	0%
PROGRAM FUND TOTALS		844,327	0	0	0	744,327	1,588,654	53%	47%
UPWP GRAND TOTALS		3,946,734	22,000	156,860	472,273	888,795	5,486,661	72%	28%



MAPA - FY 2023 Unified Planning Work Program (UPWP) Budget Table (FINAL - May 2022)											
	FHWA PL		FTA 5305d		CMAQ	FHWA - STBG		FTA	Total Transportation Funding	Hours	Aerial Photography Surplus
	NDOT	IDOT	NDOT	IDOT	NDOT	NDOT	IDOT	5310			
Federal Funds FY23	1,267,267	141,347	406,839	49,041	291,000	428,000		693,150	3,276,644		
Federal Funds FY22 Carry-over	43,013	16,000		7,000		447,900		151,177	670,090		
UPWP FY23 Federal Funds	1,315,280	157,347	406,839	56,041	291,000	875,900		844,327	3,946,734		
Direct Personnel									1,926,654		
Direct Non-personnel									265,602		
Indirect									735,789		
Contracts / Subrecipients									3,748,924		
Total UPWP Budget									5,486,661		
MAPA Activities	(Fed+Match)	(Fed only)	(Fed+Match)	(Fed only)	(Fed+Match)	(Fed+Match)		(Fed only)			
200 UPWP and Federal Assurances	\$ 17,244	\$ 2,300	\$ 5,949	\$ 819	\$ -			\$ 12,072	\$ 38,385	592	
210 Board and Committee Support	\$ 120,911	\$ 17,149	\$ 46,799	\$ 6,108	\$ -			\$ 94,957	\$ 285,924	4,399	
220 Regional Transportation Planning	\$ 201,256	\$ 26,365	\$ 77,671	\$ 9,390	\$ -			\$ 157,596	\$ 472,319	7,265	
230 TIP and Local Projects	\$ 120,239	\$ 15,186	\$ 43,500	\$ 5,409	\$ -			\$ 88,262	\$ 272,595	4,194	
240 Communication and Public Involvement	\$ 261,712	\$ 34,223	\$ 95,539	\$ 12,189	\$ 3,858			\$ 193,650	\$ 601,382	9,252	
250 Regional Data, Mapping & Forecasting	\$ 152,851	\$ 23,050	\$ 55,426	\$ 8,224	\$ 907			\$ 112,462	\$ 352,960	5,430	
260 Environment and Energy	\$ 18,983	\$ 1,916	\$ 3,387	\$ 682	\$ 283,621			\$ 6,673	\$ 315,663	4,856	
270 Heartland 2050 - Transportation Eligible	\$ 120,119	\$ 18,342	\$ 45,265	\$ 6,533	\$ -	30,000		\$ 91,843	\$ 312,102	4,802	
280 Training and Education	\$ 45,718	\$ 6,398	\$ 16,252	\$ 2,279	\$ -			\$ 32,975	\$ 104,622	1,610	
290 Management	\$ 61,824	\$ 7,858	\$ 24,274	\$ 2,799	\$ 6,404			\$ 49,253	\$ 152,413	2,345	
300 Membership Services	\$ 7,308	\$ 4,518	\$ 2,062	\$ 1,609	\$ -			\$ 4,184	\$ 19,682	303	
Subtotal MAPA Activities - Federal Share	\$ 1,315,280	\$ 157,347	\$ 406,839	\$ 56,041	\$ 291,000	\$ 24,000		\$ 844,327	\$ 3,034,834		
Subtotal MAPA Activities - Local / Matching Share	\$ (186,074)	\$ -	\$ 9,266	\$ -	\$ 4,000	\$ 6,000		\$ -	\$ (166,788)		
Subtotal MAPA Activities	\$ 1,129,206	\$ 157,347	\$ 416,125	\$ 56,041	\$ 295,000	\$ 30,000		\$ 844,327	2,928,046	45,049	
Contracts and Subrecipients	(Contract and Subrecipients amounts below include Federal funds + matching funds)										
221 Communications Support (80/20)							\$ 73,875		\$ 73,875		
230 Hwy 75 Corridor Study (Phase 1, 75%/80/20)							110,000		\$ 110,000		
230 Sarpy PEL Study (50%, 56.8% match)	27,808								\$ 27,808		
250 On-Call Modeling (80/20)	20,000	17,500							\$ 37,500		
250 Traffic Data Services (80/20)	42,500	12,500							\$ 55,000		
260 Little Steps Cleaner Air Ozone Campaign						187,500			\$ 187,500		
260 Travel Demand Management Services (80/20)						156,250			\$ 156,250		
270 Heartland 2050 Mini Grants	83,000						901,000		\$ 989,000		
310 Planning Local Subrecipients (70/30)	271,566	85,899	124,076						\$ 481,560		
310 5310 Subrecipients (50/50)								1,488,653	\$ 1,488,653		
310 Aerial Photography for MAPA NE Activities	65,000		55,201						\$ 120,201		0
310 Aerial Photography for MAPA IA Activities		7,567		14,010					\$ 21,577		80,088
Subtotal Contracts & Subrecipients - Federal Share	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Subtotal Contracts & Subrecipients - Match Funds	\$ 514,894	\$ 123,466	\$ 179,277	\$ 14,010	\$ 68,750	\$ 1,084,875	\$ -	\$ -	\$ 1,935,271		
Subtotal Contracts & Subrecipients	\$ 514,894	\$ 123,466	\$ 179,277	\$ 14,010	\$ 343,750	\$ 1,084,875	\$ -	\$ 1,488,653	\$ 3,748,924	-	
MAPA TOTAL											
Total Federal Share	\$ 1,315,280	\$ 157,347	\$ 406,839	\$ 56,041	\$ 291,000	\$ 875,900		\$ 844,327	\$ 3,946,734		
Total Local / Matching Share	\$ 328,820	\$ 39,337	\$ 101,709	\$ 14,010	\$ 72,750	\$ 238,975	\$ -	\$ 744,327	\$ 1,539,927		
Total Activities	\$ 1,644,100	\$ 196,684	\$ 508,548	\$ 70,051	\$ 363,750	\$ 1,114,875	\$ -	\$ 1,588,654	\$ 5,486,661		
	Match %	20.0%	20.0%	20.0%	20.0%	20.0%	21.4%	0.0%	46.9%	28.1%	
Match Sources											
State Funding						\$ 22,000			\$ 22,000		
Local/Subrecipient 3rd party in-kind match	81,478	25,770	37,223					744,327	\$ 888,795		
Match Contributions to MAPA (Partners, Foundations)	128,205	6,000				\$ 196,200			\$ 330,495		
MAPA Cash (TIP Fees, Dues, Reserves, etc.)	54,049		9,288		72,750	20,775			\$ 156,860		
Aerial Photography (Nebraska MPO)	65,000		55,201						\$ 120,201		0
Aerial Photography (Iowa MPO)		7,567		14,010					\$ 21,577		80,088
Total of Match Sources	328,820	39,337	101,709	14,010	72,750	238,975	-	744,327	\$ 1,539,927	80,088	
*Aerial Photography Contract Surplus, available for additional programming.											





Certificate of Indirect Cost Proposal/Indirect Costs

This is to certify that I have reviewed the indirect cost proposal submitted herewith and to the best of my knowledge and belief:

(1) All costs included in this proposal 3/31/2022 to establish a:

Cost Allocation Plan

Indirect Cost Rate

for State Fiscal Year 2023 are allowable in accordance with the requirements of the Federal awards to which they apply and with Subpart E—Cost Principles of Part 200 as they apply to my:

Governmental Organization

Non-Profit Organization

(2) This proposal does not include any costs which are unallowable under Subpart E—Cost Principles of Part 200 such as (without limitation): public relations costs, contributions and donations, entertainment costs, fines and penalties, lobbying costs, and defense of fraud proceedings; and

(3) All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the Federal awards to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently.

Subject to the provisions of the Program Fraud Civil Remedies Act of 1986, (31 USC 3801 et seq.), and the Department of Labor’s implementing regulations, (29 CFR Part 22), the False Claims Act (18 USC 287 and 31 USC 3729); and the False Statement Act (18 USC 1001), I declare to the best of my knowledge that the foregoing is true and correct.


(Signature)

Michael Helgerson

(Please print name)

Executive Director

(Title)

Metropolitan Area Planning Agency

(Name of Organization)

3/31/2022

(Date Signed)





MPO Self-Certification of Procurement and Consultant Selection Procedures

This is to certify that I have reviewed the [Iowa DOT Purchasing Rules](#) (Iowa Administrative Code 761, Chapter 20) and will ensure procurements or the selection of consultant firms for projects to be reimbursed with federal transportation planning funds will follow the policies and procedures outlined in the above-referenced purchasing rules.

Further, I certify that the following requirements will be adhered to for procurements and consultant services to be reimbursed with federal transportation planning funds.

- Capital expenditures, including the purchase of equipment, will be a separate line item in an approved Transportation Planning Work Program (TPWP) if the anticipated total cost exceeds \$5,000.
- An approved TPWP will specify that a project will involve consultant services prior to initiating the consultant selection process.
- Our agency will document the procedures utilized for the procurement or consultant selection, and will retain this documentation on file for a minimum of three years.
- When reimbursement is requested for capital expenditures or consultant services, we will provide our District Planner and the Systems Planning Bureau, through email or hard copy, invoices documenting the expenditure(s) and proof of payment at the time the associated reimbursement request is submitted.

I declare to the best of my knowledge and ability that we will adhere to the above requirements.


(Signature)

Michael Helgerson

(Please print name)

Executive Director

(Title)

Metropolitan Area Planning Agency

(Name of Organization)

3/31/2022

(Date Signed)



OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY

RESOLUTION NUMBER 2022- 31

WHEREAS, the members of the Omaha-Council Bluffs Metropolitan Area Planning Agency (MAPA) have been formally designated by their respective legislative bodies to act as the official representative in planning matters of mutual concern; and

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

WHEREAS, The MPO, as required Metropolitan transportation planning activities performed with funds provided under title 23 U.S.C. and title 49 U.S.C. Chapter 53 shall be documented in a unified planning work program (UPWP), or simplified statement of work in accordance with the provisions of this section and 23 CFR part 420 and must annually prepare a document that provides an overview of all purposed major work activities, funding levels and funding sources; and

WHEREAS, The Unified Planning Work Program for fiscal year 2023, covering the period of July 1, 2022 to June 30, 2023 has been prepared, submitted to the Iowa Department of Transportation and Nebraska Department of Transportation, made available for public comment for a thirty (30) day period and has been reviewed and recommended for adoption by the Transportation Technical Advisory Committee of the MPO, and now requires official approval from the Board of Directors of the MPO; and therefore be it

RESOLVED, that the Omaha-Council Bluffs Metropolitan Area Planning Agency Board of Directors approves the Unified Planning Work Program for Fiscal Year 2023.

BE IT FURTHER RESOLVED, that the MAPA Board Chairman and the MAPA Executive Director are hereby authorized and directed to execute such agreements with Iowa Department of Transportation and Nebraska Department of Transportation on behalf of the MAPA MPO.

PASSED this 26th Day of May 2022



Douglas Kindig
Chair, MAPA Board of Directors

PLANNING JOINT PARTICIPATION AGREEMENT

»»» State Fiscal Year 2023



PLANNING JOINT PARTICIPATION AGREEMENT

PART I

The planning joint participation agreement to implement intermodal planning, effective July 1, 2022 through June 30, 2023, states the total amount in combined Federal Transit Administration and Federal Highway Administration planning funds to support 80% of the cost of activities listed in the agency's Transportation Planning Work Program for State Fiscal Year (SFY) 2023.

THIS PAGE IS AN INTENTIONAL PLACEHOLDER

for

The executed planning joint participation agreement to implement intermodal planning for SFY 2023.

(The electronic copy of the executed agreement will be inserted here by the Iowa DOT and transmitted to the agency by email.)

PLANNING JOINT PARTICIPATION AGREEMENT

PART II

The agency is subject to the following policies, procedures, and conditions of Part II.

»»» **PLANNING JOINT PARTICIPATION AGREEMENT – PART II**

1. ROLE OF THE AGENCY

- A. The AGENCY shall conduct a comprehensive, continuing, cooperative transportation planning process for its study area. This process shall, at minimum, generate (or review and confirm) the following work products on an annual basis:
- I. Long-Range Transportation Plan (LRTP)
 - II. Transportation Improvement Program (TIP)
 - III. Public Participation Plan (PPP)
 - IV. Transportation Planning Work Program (TPWP)
 - V. Passenger Transportation Plan (PTP)
- B. The AGENCY shall recommend, for DEPARTMENT approval, the programming of certain federal transportation funds apportioned to the area by the DEPARTMENT. These shall include, but not be limited to, Surface Transportation Block Grant (STBG) funds as well as State Planning & Research (SPR) Funds generated under 23 U.S.C. 104(b) and Federal Transit funds generated under 49 U.S.C. section(s) 5303, 5304, 5305, 5307, 5339, 5310, and/or 5311.
- C. The AGENCY shall conduct special planning studies and/or technical assistance to transportation providers or local governments as may be determined beneficial.
- D. In metropolitan areas, the transportation planning activities shall be conducted to meet the standards set forth in 23 C.F.R. Part 450 and shall include additional tasks involving establishment and updating of:
- I. Metropolitan Area Planning Boundaries
 - II. Federal Aid Urban Boundaries
 - III. Federal Functional Classification

2. POLICY DIRECTION

- A. The AGENCY shall, in mutual agreement with participating local units of government, maintain a Transportation Policy Committee and for the MPOs a Transportation Technical Committee will be established. As for the RPAs, the Policy Committee can, at their discretion, establish a Transportation Technical Committee to provide assistance to the Policy Committee.
- B. The role of the Transportation Policy Committee shall be to (at a minimum):
- I. Meet on a quarterly basis
 - II. Prioritize and select projects for the four-year programming of the TIP
 - III. Assist the RPA/MPO staff in developing the LRTP, TIP, PPP, PTP and TPWP
 - IV. Direct the RPA/MPO staff in developing the LRTP, TIP, PPP, PTP and TPWP
- C. The Transportation Policy Committee shall, at minimum, include stakeholders within major units of general-purpose government within the planning area. It is recommended that other stakeholders, public or private, with transportation interests also be represented. The DEPARTMENT's District Transportation Planner, the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) shall be considered non-voting members of this committee, unless otherwise determined by the AGENCY's by laws.

»»» PLANNING JOINT PARTICIPATION AGREEMENT – PART II

D. The Transportation Technical Committee shall generally be made up of stakeholders capable of providing technical advice to the Policy Committee. These individuals may include representation from the following:

- I. Aviation
- II. Business Sector
- III. Cities (above 5,000 pop.)
- IV. Cities (below 5,000 pop.)
- V. Conservation
- VI. Counties
- VII. Economic Development
- VIII. Freight
- IX. Historic Preservation
- X. Land Use
- XI. Transit

The DEPARTMENT's District Transportation Planner, the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) shall be considered non-voting members of this committee.

3. ROLE OF THE DEPARTMENT

- A. The DEPARTMENT shall provide technical staff assistance to the extent deemed necessary to aid the AGENCY in carrying out the planning process.
- B. The DEPARTMENT will not reimburse ineligible work program activities. If products/activities are determined ineligible, the agency will be notified of the fact.

4. REPORTS

All reports, maps, and other documents completed as part of this AGREEMENT, other than draft documents exclusively for internal staff and committee use within the AGENCY, shall carry the following notation on the front cover of the title page containing the name of the AGENCY:

The preparation of this (report, document, etc.) was financed in part through federal funds provided by the U.S. Department of Transportation, Federal Highway Administration, and/or Federal Transit Administration.

5. OWNERSHIP OF DATA

Copies of the reports and documentation prepared initially for public distribution or for reporting under the terms of this AGREEMENT shall be made available for their intended purpose at no cost.

Originals of all documents including estimates, specifications, filed notes, investigations, studies, etc. which are instruments of service under the terms of this AGREEMENT are to be the joint property of the political jurisdictions and the governmental agencies participating in the transportation planning process, including the DEPARTMENT. Copies of such documents, including working documents, shall be made available to participants upon request for the cost of reproduction.

»»» PLANNING JOINT PARTICIPATION AGREEMENT – PART II

No reports, maps, or other documents produced in whole or in part under this AGREEMENT shall be the subject of an application for copyright by or on behalf of the AGENCY, except for the purpose of assuring proper attribution when materials are used by others.

6. SUBCONTRACTING

- A. The AGENCY shall not transfer or assign by subcontract, any part of the work funded under this AGREEMENT without prior written consent of the DEPARTMENT.
- B. Subcontracts executed in connection with the performance of work under this AGREEMENT must comply with the requirements of this AGREEMENT.
- C. Requests for qualifications, requests for proposals, and contracts related to work under this agreement must adhere to the following provisions from 49 CFR 26, as well as any additional provisions outlined by the DEPARTMENT.
 - I. Prompt Payment
 - a. You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment you make to the prime contractor.
 - b. You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:
 - 1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.
 - 2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.
 - 3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after your payment to the prime contractor.
 - c. For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.
 - d. Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

»» PLANNING JOINT PARTICIPATION AGREEMENT – PART II

- e. You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:
- 1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.
 - 2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.
 - 3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.
- II. Good Faith Effort and Protecting Against Termination for Convenience
- a. When you have established a DBE contract goal, you must award the contract only to a bidder/offeror who makes good faith efforts to meet it. You must determine that a bidder/offeror has made good faith efforts if the bidder/offeror does either of the following things:
- 1) Documents that it has obtained enough DBE participation to meet the goal; or
 - 2) Documents that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so. If the bidder/offeror does document adequate good faith efforts, you must not deny award of the contract on the basis that the bidder/offeror failed to meet the goal. See Appendix A of this part for guidance in determining the adequacy of a bidder/offeror's good faith efforts.
- b. In your solicitations for DOT-assisted contracts for which a contract goal has been established, you must require the following:
- 1) Award of the contract will be conditioned on meeting the requirements of this section;
 - 2) All bidders or offerors will be required to submit the following information to the recipient, at the time provided in paragraph b. 3) of this section:
 - i. The names and addresses of DBE firms that will participate in the contract;
 - ii. A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract;
 - iii. The dollar amount of the participation of each DBE firm participating;
 - iv. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and
 - v. Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment.

»» PLANNING JOINT PARTICIPATION AGREEMENT – PART II

- vi. If the contract goal is not met, evidence of good faith efforts (see Appendix A of this part). The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract; and
- 3) i. At your discretion, the bidder/offeror must present the information required by paragraph, b. 2), of this section—
 - (A) Under sealed bid procedures, as a matter of responsiveness, or with initial proposals, under contract negotiation procedures; or
 - (B) No later than 7 days after bid opening as a matter of responsibility. The 7 days shall be reduced to 5 days beginning January 1, 2017.
- ii. Provided that, in a negotiated procurement, including a design-build procurement, the bidder/offeror may make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required by paragraph, b. 2), of this section before the final selection for the contract is made by the recipient.
- c. You must make sure all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before committing yourself to the performance of the contract by the bidder/offeror.
- d. If you determine that the apparent successful bidder/offeror has failed to meet the requirements of paragraph, a., of this section, you must, before awarding the contract, provide the bidder/offeror an opportunity for administrative reconsideration.
 - 1) As part of this reconsideration, the bidder/offeror must have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so.
 - 2) Your decision on reconsideration must be made by an official who did not take part in the original determination that the bidder/offeror failed to meet the goal or make adequate good faith efforts to do so.
 - 3) The bidder/offeror must have the opportunity to meet in person with your reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so.
 - 4) You must send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so.
 - 5) The result of the reconsideration process is not administratively appealable to the Department of Transportation.
- e. In a "design-build" or "turnkey" contracting situation, in which the recipient lets a master contract to a contractor, who in turn lets subsequent subcontracts for the work of the project, a recipient may establish a goal for the project. The master contractor then establishes contract goals, as appropriate, for the subcontracts it lets. Recipients must maintain oversight of the master contractor's activities to ensure that they are conducted consistent with the requirements of this part.
- f. 1) i. You must require that a prime contractor not terminate a DBE subcontractor listed in response to paragraph, b. 2), of this section (or an approved substitute DBE firm) without your prior written

»»» PLANNING JOINT PARTICIPATION AGREEMENT – PART II

- consent. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.
- ii. You must include in each prime contract a provision stating:
 - (A) That the contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains your written consent as provided in this paragraph (f); and
 - (B) That, unless your consent is provided under this paragraph (f), the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.
 - 2) You may provide such written consent only if you agree, for reasons stated in your concurrence document, that the prime contractor has good cause to terminate the DBE firm.
 - 3) For purposes of this paragraph, good cause includes the following circumstances:
 - i. The listed DBE subcontractor fails or refuses to execute a written contract;
 - ii. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
 - iii. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
 - iv. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
 - v. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;
 - vi. You have determined that the listed DBE subcontractor is not a responsible contractor;
 - vii. The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal;
 - viii. The listed DBE is ineligible to receive DBE credit for the type of work required;
 - ix. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
 - x. Other documented good cause that you determine compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

»» PLANNING JOINT PARTICIPATION AGREEMENT – PART II

- 4) Before transmitting to you its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to you, of its intent to request to terminate and/or substitute, and the reason for the request.
 - 5) The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise you and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why you should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), you may provide a response period shorter than five days.
 - 6) In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.
- g. When a DBE subcontractor is terminated as provided in paragraph (f) of this section, or fails to complete its work on the contract for any reason, you must require the prime contractor to make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal you established for the procurement. The good faith efforts shall be documented by the contractor. If the recipient requests documentation under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and the recipient shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.
 - h. You must include in each prime contract the contract clause required by §26.13(b) stating that failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies set forth in that section you deem appropriate if the prime contractor fails to comply with the requirements of this section.
 - i. You must apply the requirements of this section to DBE bidders/offerors for prime contracts. In determining whether a DBE bidder/offeror for a prime contract has met a contract goal, you count the work the DBE has committed to performing with its own forces as well as the work that it has committed to be performed by DBE subcontractors and DBE suppliers.
 - j. You must require the contractor awarded the contract to make available upon request a copy of all DBE subcontracts. The subcontractor shall ensure that all subcontracts or an agreement with DBEs to supply labor or materials require that the subcontract and all lower tier subcontractors be performed in accordance with this part's provisions.

III. Contract Assurance

- a. Each financial assistance agreement you sign with a DOT operating administration (or a primary recipient) must include the following assurance: The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by

»»» PLANNING JOINT PARTICIPATION AGREEMENT – PART II

reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- b. Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
 - 1) Withholding monthly progress payments;
 - 2) Assessing sanctions;
 - 3) Liquidated damages; and/or
 - 4) Disqualifying the contractor from future bidding as non-responsible.

IV. Legal Remedies

- a. You must implement appropriate mechanisms to ensure compliance with the part's requirements by all program participants (e.g., applying legal and contract remedies available under Federal, state and local law). You must set forth these mechanisms in your DBE program.
- b. Your DBE program must also include a monitoring and enforcement mechanism to ensure that work committed to DBEs at contract award or subsequently (e.g., as the result of modification to the contract) is actually performed by the DBEs to which the work was committed. This mechanism must include a written certification that you have reviewed contracting records and monitored work sites in your state for this purpose. The monitoring to which this paragraph refers may be conducted in conjunction with monitoring of contract performance for other purposes (e.g., close-out reviews for a contract).
- c. This mechanism must provide for a running tally of actual DBE attainments (e.g., payments actually made to DBE firms), including a means of comparing these attainments to commitments. In your reports of DBE participation to the Department, you must display both commitments and attainments.

7. FINANCIAL ACCOUNTABILITY

- A. The AGENCY shall follow the Financial, Procurement and Documentation requirements set forth in 49 CFR 18 as well as 2 CFR 200 Subpart E – Cost Principles.
 - I. No cost incurred by the AGENCY, or any of its subcontractors, prior to the effective date or after the ending date of this AGREEMENT will be eligible for reimbursement under this AGREEMENT.
 - II. All costs to be reimbursed under this AGREEMENT shall be supported by properly executed payrolls, time records, invoices, vouchers, warrants, contracts, and any other support evidencing that these costs were specifically incurred and paid. All

»»» PLANNING JOINT PARTICIPATION AGREEMENT – PART II

documentation of reimbursable costs shall be maintained for a period of three years following the final payment under this AGREEMENT.

- B. The AGENCY is responsible for obtaining audits in accordance with the Single Audit requirements as prescribed in 2 CFR 200 Subpart F.
 - I. The AGENCY shall be responsible for establishing and maintaining a set of accounts to which all planning-related costs and revenues are recorded so that they may be clearly identified, easily traced, and substantially documented.
 - II. All accounting practices applied and all records maintained shall be in accordance with generally accepted accounting principles and practices.

8. PAYMENT REQUESTS

- A. The AGENCY shall follow the Financial, Procurement and Documentation requirements set forth in 49 CFR 18 as well as 2 CFR 200 Subpart E – Cost Principles.
- B. The AGENCY shall request reimbursement for the federal share of eligible costs incurred in carrying out this AGREEMENT on a quarterly or monthly basis.
- C. Payment requests shall be submitted to the DEPARTMENT's assigned District Transportation Planner, and shall be accompanied by a progress report, in a format specified by the DEPARTMENT, showing progress on implementation of work elements set forth in the TPWP.
- D. The final payment request under this AGREEMENT shall be submitted to the DEPARTMENT's assigned District Transportation Planner no later than 30 days following the expiration date of this AGREEMENT or by a date determined by the DEPARTMENT's Finance Bureau.

9. PAYMENTS

- A. The DEPARTMENT, upon acceptance of the payment request and progress report, shall reimburse the AGENCY for the federal share of eligible costs to the ceiling limits established on the cover page of this AGREEMENT.
- B. The DEPARTMENT may, at its discretion, withhold payment(s) under this AGREEMENT if the AGENCY is not current in its submission of planning documents or reports to the DEPARTMENT or if it has failed to pay any invoice from the DEPARTMENT for overpayment of planning funds determined based on audit exceptions to AGENCY claims.

10. NONDISCRIMINATION

- A. The DEPARTMENT, upon acceptance of the payment request and progress report, shall reimburse the AGENCY for the federal share of eligible costs to the ceiling limits established on the cover page of this AGREEMENT.
- B. In connection with the execution of this agreement, the AGENCY shall not discriminate against any employee or applicant for employment because of race, age, disability, religion, color, sex, or national origin. The AGENCY shall take affirmative action to insure that applicants are employed without regard to their race, age, disability, religion, color, sex, or national origin. Such

»» PLANNING JOINT PARTICIPATION AGREEMENT – PART II

actions shall include, but not be limited to the following: employment, promotion, demotion, or transfer, recruitment, or recruitment advertising, layoff, or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), procurements of materials, and leases of equipment.

The AGENCY shall not participate either directly or indirectly in prohibited discrimination.

- C. The AGENCY agrees to comply with the provisions of the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and applicable Federal regulations relating thereto, issued by the U.S. Department of Transportation (49 CFR 27 and 49 CFR 37), prohibiting discrimination against otherwise qualified individuals with disabilities under any program or activity receiving federal financial assistance covered by this AGREEMENT.
- D. The AGENCY agrees to ensure that disadvantaged business enterprises (DBE) as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this AGREEMENT. The AGENCY shall provide the DEPARTMENT with DBE information needed to prepare the State DBE goal and bi-annual reports.

11. STATUS OF EMPLOYEES

It is agreed that any and all employees of either party, while engaged in the performance of any work or services required or provided for herein to be performed by that party, shall not be considered employees of the other party, and that any and all claims that may or might arise under the Workers Compensation Act of the State of Iowa on behalf of said employees, while so engaged, and any and all claims made by third parties as a consequence of any act or omission on the part of said employees, rendered herein, shall in no way be the obligation or responsibility of the other party.

12. INTEREST/PROHIBITED INTEREST

- A. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising from it.
- B. No member, officer, or employee of a local public body during their tenure or for one year thereafter shall have any interest, direct or indirect, in this contract.

13. RENEWAL, RENEGOTIATION, AND MODIFICATION

The DEPARTMENT or the AGENCY may, from time to time, request changes in the scope of services and/or the time of performance. Such changes, including any increase in the amount of compensation to the AGENCY, which are mutually agreed upon by and between the DEPARTMENT and the AGENCY, shall be addressed through written revisions to this AGREEMENT.

14. TERMINATION OF THIS AGREEMENT

- A. This AGREEMENT may be terminated before the completion date by either the DEPARTMENT or the AGENCY. Termination shall be effective 30 days following receipt of written notice. Prior to the termination date, the AGENCY shall prepare and deliver one reproducible copy of a report summarizing the results of the work performed to date. The AGENCY shall be reimbursed for costs incurred as of the effective termination date, as provided in Sections 8-10 of this AGREEMENT.
- B. (For AGENCIES outside metropolitan areas only) All transportation planning and programming requirements not completed by the AGENCY may be completed by the DEPARTMENT. If this happens, any proposed projects from the AGENCY's planning area will compete for funding with any other proposed projects in the state when the State Transportation Improvement Program is developed.

15. NONPERFORMANCE

If the AGENCY fails to complete the planning and programming tasks outlined in this AGREEMENT during the AGREEMENT period or agreed upon extension, the AGENCY may be considered in breach of contract. The DEPARTMENT may withhold reimbursement from the AGENCY. The AGENCY may also be subject to repayment of planning funds based on the final audit of AGENCY records.

16. CONFORMANCE WITH FTA MASTER AGREEMENT

This AGREEMENT is in part funded through a grant from the Federal Transit Administration and, as such, is subject to the terms and conditions of the FTA's Master Agreement.

17. COMPLIANCE WITH LAWS

- A. The AGENCY agrees to comply with all Federal, State and local laws, ordinances and resolutions applicable to the execution of the work covered by this AGREEMENT.
- B. It is mutually understood between the parties that in transportation matters the final authority vested in the DEPARTMENT by federal and state statutory and case law shall not be affected by this AGREEMENT.

18. BONUS AND COMMISSION PROHIBITION

By execution of the AGREEMENT, the AGENCY represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for financing hereunder.

19. ADDITIONAL AGREEMENT PROVISIONS

Some miscellaneous general provisions not included elsewhere in the AGREEMENT are as follows:

A. ENTIRE AGREEMENT

This agreement expresses the entire AGREEMENT between parties and no representations, promises or warranties have been made by either of the parties that are not fully expressed herein concerning this AGREEMENT.

B. SAVINGS CLAUSE

If any provision of this AGREEMENT is held invalid, the remainder of the AGREEMENT shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

C. WORDING

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

D. SUCCESSORS AND ASSIGNEES

It is further understood that this AGREEMENT and all contracts entered into under the provisions of this AGREEMENT shall be binding upon the DEPARTMENT and AGENCY and their successors and assignees.

**PLANNING JOINT PARTICIPATION AGREEMENT
 TO IMPLEMENT METROPOLITAN INTERMODAL PLANNING**

WHEREAS, federal transportation planning regulations provide for the establishment of a metropolitan planning organization within each metropolitan area to serve as a forum for local officials to carry out certain intermodal transportation planning and programming responsibilities within each metropolitan area; and

WHEREAS, the **Metropolitan Area Planning Agency** (hereinafter called the AGENCY) has been designated by the cities and counties within its boundaries, with the concurrence of the Governor(s), to serve as the metropolitan planning organization for the Council Bluffs/Omaha metropolitan area; and

WHEREAS, the **Iowa Department of Transportation** (hereinafter called the DEPARTMENT), has secured a grant from the Federal Transit Administration which includes funds originating under 23 U.S.C. 104 (b) and/or 49 U.S.C. 5305 (d) to support intermodal transportation planning activities of metropolitan planning organizations; and

WHEREAS, the AGENCY has adopted a Transportation Planning Work Program for State Fiscal Year (SFY) 2023, which has been reviewed and approved by the DEPARTMENT, and has requested that the DEPARTMENT fund those activities as described below:

Project Element	FTA Code	Federal Funds Ceiling	% Federal Participation
FHWA PL C/O – CFDA 20.205	44.33.90	\$ 23,000*	80%
FTA 5305d NEW – CFDA 20.505	44.33.90	\$ 49,041	80%
FHWA PL NEW– CFDA 20.205	44.32.80	\$ 141,347	80%
TOTAL		\$ 213,388	

*\$23,000 total funding is estimated as FHWA PL Carryover from agreement 22MPO-MAPA; only the remaining balance of unspent funds from agreement 22MPO-MAPA will be available in agreement 23MPO-MAPA as carryover. After the close of FY2022, agreement 23MPO-MAPA will be amended, if needed, to show the actual amount of FHWA PL Carryover funding.

NOW, THEREFORE, THE DEPARTMENT AND THE AGENCY HAVE AGREED THAT the AGENCY shall proceed with implementation of the work program, subject to all terms, conditions and obligations connected with the federal grant, and also subject to such policies, procedures and conditions as have been established by the DEPARTMENT and documented in Part II of this AGREEMENT.

BE IT FURTHER AGREED THAT the DEPARTMENT shall reimburse the AGENCY for implementing work program activities at the federal participation rate and subject to the federal funds ceiling shown above.

THIS AGREEMENT TO BE IN EFFECT from July 1, 2022, to June 30, 2023.

IN WITNESS WHEREOF, the parties hereunto have caused this AGREEMENT to be executed by their proper officials thereunto duly authorized as of the dates below indicated, in consideration of the mutual covenants, promises, and representations contained herein.

For the AGENCY:

For the DEPARTMENT:

 Mike Helgerson
 Executive Director
 Metropolitan Area Planning Agency

 Craig Markley
 Systems Planning Bureau Director
 Iowa Department of Transportation

Date: _____

Date: _____

MAPA FY2023 PL Funding Request

Jurisdiction: Pottawattamie County / GIS Department

Point of Contact: Jamie Petersen

Project Name: Pottawattamie County GIS

Project Description: Pottawattamie County GIS Program

Project Tier: ***Data Maintenance***

- *GOHub*
 - Pottawattamie County GIS will continue to share and develop data for the regional data-sharing platform. In line with MAPA GOHub objectives, GIS Department staff will maintain, create, or update targeted datasets, themes, and standards suitable for sharing. Dataset sector examples: environmental layers, zoning layers, cadastral layers, and transportation layers.
- *Data Maintenance*
 - Pottawattamie County GIS actively maintains many transportation-related geographic datasets that are offered in paper form, served and viewable via web applications and are also available for download at www.iowagisdata.org. These datasets are maintained with a high degree of accuracy using legal documents which are recorded and kept on record by various county departments. The GIS Department employs highly skilled staff who use complex GIS software to keep this data up-to-date and relevant. The data is shared with local jurisdictions in the MAPA region as well as engineering companies doing work in our County. It is used in transportation planning, modeling, analysis, and construction.
 - The transportation-related geographic datasets include the following:
 - Road Centerlines
 - Right-of-Way
 - Land Records (lots, parcels, subdivisions, etc.)
 - Section Corners
 - Zoning
 - Annexations
 - Base Map (used for websites)
- *Website Maintenance*
 - The GIS staff also serves the data via several web applications, as mentioned above. These applications make the GIS data, maps, and queries available internally and externally. These applications require maintenance and configuration.

Project Tier: *Data Authoring*

- *Regional Development Report Parcels*
 - Pottawattamie County GIS will work to enhance current parcel attributes to include more granular information needed for MAPA and the County’s study needs. This will be a combination of translating existing assessment data along with manual investigation. Pottawattamie has approximately 54k parcels and 7k commercial structures. The initial year will be the most labor-intensive in creating appropriate classifications.
- *Common Trails Schema*
 - Pottawattamie County GIS will work with MAPA to coordinate a common Trail feature class schema. The GIS Department will contribute trail data to MAPA with appropriate attributes common to regional data use. This will involve data design, potential capture of new trails, and review of existing trails.
- *Sidewalk data capture*
 - The GIS Department will provide a layer for sidewalks. Data will be collected in such a way as to integrate with existing MAPA sidewalk data as needed for funding requests. This will require manual digitization and project/data organization.

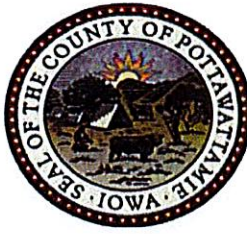
Deliverables:

Each of these projects helps maintain, create, or manipulate a subset of data that Pottawattamie County GIS manages. These datasets are and will continue to be available via the various services and applications used within the projects respectively (i.e. ArcGIS online, our publicly available GIS applications and service endpoints, GOHub, etc.). If, however, there are other datasets that MAPA needs for separate projects and/or services, we will always be open to sharing that data.

Budget:

Description	Staff	Hours	Hourly Rate	Total Expenses	Requested Amount	Local Match (30%)
Project: Data Maintenance	Employee 1	160	\$55.60	\$8,896.00	\$6,227.20	\$2,668.80
	Employee 2	900	\$40.65	\$36,585.00	\$25,609.50	\$10,975.50
Project: Data Authoring	Employee 1	59	\$55.60	\$3,280.40	\$2,296.28	\$984.12
	Employee 2	299.18	\$40.95	\$12,251.42	\$8,575.99	\$3,675.43
Fringe Benefits	Employee 1	219	\$19.67	\$4,307.73	\$3,015.41	\$1,292.32
	Employee 2	1199.18	\$17.16	\$20,577.93	\$14,404.55	\$6,173.38
Total				\$85,898.48	\$60,128.94	\$25,769.54

Discussion and/or decision to approve application for Permit to Display Fireworks filed by J & M Displays, Inc., for display on July 15th, at Westfair Amphitheater.



**POTTAWATTAMIE COUNTY
APPLICATION FOR PERMIT TO DISPLAY FIREWORKS**

DEADLINE TO SUBMIT APPLICATION: 21 DAYS PRIOR TO DATE OF DISPLAY

1. Telephone Number(s): Business: 319.394.2663 Residential: _____
2. Date and location of the fireworks display and storage. These facilities may be inspected prior to this permit being issued.
July 15th, 2022 at the West Fair Amphitheater in Council Bluffs, IA.
Product will be delivered and used day of
3. How long will the display fireworks be stored before and after display?
less than 12 hrs on site in total
4. Display fireworks operator information: (Please provide additional sheets if necessary.)
Name: Attachments for people Date of Birth: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone Number(s): _____
5. What training or expertise does the Display Fireworks Operator possess? Attach all supporting documentation and/or a resume if available.
See Attachments
6. Provide safety guidelines for display fireworks display, including fire suspension plan, distance of fireworks from spectators, and how and where fireworks will be stored prior to and following display.
See Attachment
7. Number of anticipated spectators for the display? Adults: max 6500 Children: total Unknown
8. Documents to be attached: In addition to any documents supporting your above responses, please attach the following: 1) Certificate of Liability Insurance for this event, and 2) Application Fee of \$25.00, made payable to Pottawattamie County, Iowa.



FIREWORKS DISPLAY ACKNOWLEDGEMENT AND WAIVER

I understand that the Code of Iowa prohibits certain use of fireworks, but that the Pottawattamie County Board of Supervisors may, upon a written application, grant a permit for the display of display fireworks by municipalities, fair associations, amusement parks, and other organizations or groups of individuals approved by the County Board of Supervisors when the fireworks display will be handled by a competent operator. I understand that the Code of Iowa provides that the sale of fireworks for such display may be made for that purpose only. I understand further that this permit will be null and void during times when open burning is prohibited by the State Fire Marshall. Permits to display fireworks are NOT valid during times of a county-wide burn ban.

I hereby acknowledge that I have adequate insurance coverage for any and all claims that may result from the requested display of fireworks. I agree to hold Pottawattamie County harmless from any suit or claim that may result from the granting of a permit for this event. I further acknowledge and agree that I have obtained the services of a competent operator to handle the fireworks display as required under the Iowa Code. Information concerning the competency of the operator is attached as provided below.

I hereby request that the Pottawattamie County Board of Supervisors grant a permit for display of fireworks to the following:

Date of Fireworks Display: July 15, 2022

Name of Municipality or Other Organization Requesting Permit: G&M Displays, Inc.

Name of Individual Requesting Permit: Mike Lenahan

Address: 1800 9170th St.

City/State/Zip Code: Yarmouth, IA 52650

Telephone Number: 319 374 2063

Signature of Person Requesting Permit: 

I certify by this signature that I am legally authorized to sign on behalf of the municipality or organization above.

AN APPLICATION, APPLICATION FEE OF \$25.00, CERTIFICATE OF INSURANCE, AND EVIDENCE OF OPERATOR'S COMPETENCE (INCLUDING OPERATOR'S STAFF, SITE PLAN – DISTANCES FROM SPECTATORS AND SAFETY PLAN) TO HANDLE THE FIREWORKS DISPLAY MUST BE ATTACHED TO THIS REQUEST.

Douglas Irwin

Survey discussion.

Pottawattamie County Citizens ARPA Funds Survey Results

Draft for Approval

Presented to Board of Supervisors July X, 2022

Topics

- Background
- Resident Survey Results
- Correlation to ARPA Funding
- Top ARPA “Needle Movers”
- Next Steps/ Questions

Background

1. Non-partisan citizen group of Pottawattamie County recognized unprecedented significance of county ARPA allocation (\$9MM).
2. Citizen group recognized need in soliciting direct resident feedback.
 - Held three (3) townhalls in Spring of 2022 to solicit resident input and survey engagement.
 - In-person testimonials and over 400 surveys collected.
3. Citizen group correlated survey questions to ARPA funding buckets.
 - Forced ranking of results indicates where ARPA funding will have the greatest impact.

**A Sound Methodology for Recognizing
Resident Priorities around ARPA 'Final Rules'**

Background

1. Forty-six Questions under Nine Survey Topics to Understand Resident Needs
 - K-12 Education
 - Family Support
 - Infrastructure
 - Higher Education
 - Healthcare
 - Housing
 - Agriculture/Food
 - Jobs
 - Childcare
2. Surveys responses grouped by zip code (urban/rural)

Surveys Accurately Reflected County Demographics

Survey Results

I. **Top Three Needs**

1. **Housing Issues** (*Affordable Inventory, Rental/Mortgage Concerns*)
2. **K-12 Education** (*Educator Salaries, Improve Student/Teacher Ratios*)
3. **Infrastructure** (*Roads*)

II. 2. “Middle of the Pack”

4. Family Support
5. Healthcare
6. Agriculture and Food

III. Off the Radar

7. Jobs
8. Childcare
9. Higher Education

Correlating to ARPA

Pottawattamie County Constituent Issues versus ARPA Funding Categories											
	Strong Tie	"Strong"									
	Medium Tie	"Med"									
	Low Tie	"Low"									
	No Tie	Leave Blank									
Goal: Tie each of the survey questions to the ARPA buckets in a strong/med/low			1.1	1.2	1.3	1.4	1.5	Public Health Category		1	
			Covid-19	Covid-19	Covid-19	Prevention	Personal	Medical	Capital	Other	
Constituent Issues	Education	K-12 Educator Salaries									
		Student/Teacher Ratio									
		Food security/school meals									
		In-School Social Services									
		After-School Programs									
		Building Safety									
		Extended Learning Time									
	Higher Education	Community College Tuition									
		Vocational Programs									
		Student Loan Forgiveness									
	Housing	State University Tuition									
		Affordable Housing Inventory									
		Rental/Mortgage Assistance									
	Healthcare	Emergency Housing Services									
		Mental Health									
		Healthcare Costs									
		Healthcare Access									
		Healthcare Inequities									
		Covid Medical Debt									
		Local Medical Providers									
Jobs	Workforce Retraining Programs										
	Minimum/Living Wage										
	Business Grants										
	Public Sector Jobs										
	Income Supplements										
	Unemployment Benefits										
	Roads										
	Clean Air/Water										

Link Survey Questions to ARPA "Final Rule" buckets

- Rank Tie as Low, Medium, or Strong
- Iterative Group Effort
- **Weighted Ranking Result**

[Link to Excel Correlation](#)

Next Steps

1. Identify reputable partners and programs across Pottawattamie County working in the focus areas.
 - Expand the search – How are other Iowa Counties addressing these needs?
2. Identify reasonable measures of success. Hold partners accountable to those measures.
3. Resurvey (minimal bi-annual residents needs. *Methodology is simple, survey can be automated; Board of Supervisors has broader reach.*)

Innovative Leadership in Changing Times

Received/Filed

Fee Book (06/01/2022 - 06/30/2022)

Criteria: {FMXFUS01_RPT_POTT.TndrDate} >= #06/01/2022# AND {FMXFUS01_RPT_POTT.TndrDate} <= #06/30/2022#

	Count	Total Fund Amount
Recording Fees		
RMA	1505	\$1,510.00
E-Commerce	1505	\$1,510.00
Audit	455	\$2,530.00
Recording	1505	\$35,465.00
County Transfer Tax	294	\$21,291.41
State Transfer Tax	294	\$102,138.79
Photo Copies	26	\$307.00
Total For Recording Fees	5584	\$164,752.20
Other Fees		
COUNTY PASSPORT APPLICATION FUND	48	\$6,953.65
Total For Other Fees	48	\$6,953.65
Boats		
Boat Writing	22	\$711.25
Boat State	22	\$16,879.50
Boat Title County	20	\$240.00
Boat Title State	20	\$312.00
Boat Liens State	6	\$45.50
Use Tax	22	\$29,683.22
Boat Lien County	6	\$35.00
Road Pass	16	\$1,600.00
DNR Postage	18	\$158.00
Total For Boats	152	\$49,664.47
Hunt and Fish		
Hunt Fish County	2	\$2.00
Hunt Fish State	6	\$172.00
Total For Hunt and Fish	8	\$174.00
ELSI		
ELSI Couny	35	\$345.00
ELSI State	21	\$1,540.50
Total For ELSI	56	\$1,885.50
Vitals		
Cert Copy County	62	\$2,852.00
Cert Copy State	62	\$7,843.00
Marriage County	62	\$248.00
Marriage State	62	\$1,922.00
Total For Vitals	248	\$12,865.00
Collected Total:		\$236,294.82
Charged Total:		\$7.00
Grand Total:		\$236,301.82

Recorder

MR #	43751	Jun-22		ck# 5263	
Amount		Account #		Account Name	
	\$3,100.00		0001-1-07-8110-413000-000		Vital Records
	\$1,510.00		0024-1-07-8110-400001-000		RMA
	\$345.00		0001-1-07-8110-409000-000		ELSI
	\$21,291.41		0001-1-07-8110-404000-000		Transfer Tax
	\$35,772.00		0001-1-07-8110-400000-000		Office Fees
	\$2,530.00		0001-1-07-8110-410000-000		Auditor Fees
	\$711.25		0001-1-07-8110-402000-000		Boat Writing Fee
	\$35.00		0001-1-07-8110-402000-000		Boat Liens
	\$6,953.65		0001-1-07-8110-414000-000		Passports
	\$158.00		0001-1-07-8110-415000-000		DNR Boat Postage
	\$1,600.00		0001-1-07-8110-407000-000		ATV ROADPASS
	\$2.00		0001-1-07-8110-417000-000		Hunting/Fishing License
	\$74,008.31		Total		Checks prepared by: M.H.

Lynn Herington, Deputy

**POTTAWATTAMIE COUNTY
OUT-OF-STATE TRAVEL NOTIFICATION FORM**

This form is used to notify the Board of Supervisors of out-of-state travel and to provide an estimate of travel expenses. It must be submitted to the Board of Supervisor's office no later than one (1) week prior to the out-of-state travel.

TRAVEL INFORMATION

Name of Employee Traveling: Melvyn Houser

Department: Auditor

Destination: Adams County Colorado

Date of Travel: FROM: July 20 TO: July 25

Name of Elected Official/Department Head Authorizing Travel: Melvyn Houser

PURPOSE OF TRIP

1. Conference Travel

- Giving a presentation
- Serving as panel member, chair
- Serving as an Office or Board Member
- Continuing Education
- Other please explain _____

2 Non-Conference Travel

State Purpose: _____

Conference Name (Please give complete name) NACo Annual Conference

<u>Expense</u>			<u>Cost Estimate</u>
Transportation	Mileage <input type="checkbox"/>	Airfare <input type="checkbox"/>	\$ 0.00
Lodging			\$ 0.00
Meals: Breakfast	Included <input type="checkbox"/>	Not Included <input type="checkbox"/>	\$ 0.00
Lunch	Included <input type="checkbox"/>	Not Included <input type="checkbox"/>	\$ 0.00
Dinner	Included <input type="checkbox"/>	Not Included <input type="checkbox"/>	\$ 0.00
Conf./Seminar Fee			\$ 0.00
Other:			\$ 0.00
Total Estimated Cost			\$ 0.00

Meals may be included in conference fees or provided by the hotel. Indicate whether meal is included or not. If meal is not included, please refer to the U.S. General Services Administration website for allowable meal per diem at www.gsa.gov. Select travel, select a state, select calculate per diem allowances for a trip, select your travel dates, select destination county, select breakdown, the total M&IE rate is listed (middle row), scroll up to the top of the page and select M&IE for breakdown by meal (breakfast, lunch, dinner), find the corresponding number on the far left for your total and the breakdown is provided.

Public Comments