

AGREEMENT
BETWEEN
THE CITY OF GRAND ISLAND
AND THE
STATE OF NEBRASKA
DEPARTMENT OF ROADS

City of Grand Island
Project No. C990(015)
Section 5305 – FTA Planning

P11504

THIS AGREEMENT, entered into by the City of Grand Island, (hereinafter referred to as City) and the State of Nebraska, Department of Roads (hereinafter referred to as the State) is for the purpose of providing partial funding of Grand Island Area Metropolitan Planning Organization's (GIAMPO) transportation planning activities scheduled to be performed commencing July 1, 2014, as outlined in the Unified Planning Work Program attached to this Agreement.

Funding for GIAMPO's portion of transportation planning activities is shown in the Unified Planning Work Program. The maximum amount of cash support from the State under this Agreement is \$21,891.00 of 49 USC Section 5305 funds for Fiscal Year 2015.

WHEREAS, the Federal transportation's legislation requires that a continuing, comprehensive transportation planning process be carried on cooperatively between State and Local governments in urban areas of over 50,000 population; and

WHEREAS, the City has agreed to establish and maintain a continuing comprehensive and cooperative transportation planning process in the Metropolitan Area on behalf of those governmental subdivisions; and

WHEREAS, the City has been designated as the recipient agency for planning funds pursuant to the Federal Transportation Administration's legislation; and

WHEREAS, the Federal transportation's legislation requires the State to administer the 49 USC Section 5305 Planning Funds for the Federal Transit Administration (FTA);

NOW, THEREFORE, in consideration of these facts the parties agree as follows:

I. SCOPE OF AGREEMENT

A. The work to be performed under the terms of this Agreement for GIAMPO's transportation planning program will be conducted in accordance with the fiscal year 2015 Unified Planning Work Program included herewith as Exhibit "C" and made a part of this Agreement.

B. The City shall:

1. Provide the necessary administration of committees and staff, and consult, collaborate and coordinate with the State to accomplish the objectives of the Unified Planning Work Program.
2. Assign qualified GIAMPO staff personnel as needed to execute GIAMPO's portion of the Unified Planning Work Program.
3. Coordinate all transit planning activities with other transportation service providers in the area.
4. Arrange for and conduct meetings and conferences to review working details and make presentations to the principals, participants and other interested groups and bodies as will best promote and effect cooperation, coordination and understanding in the Program.

C. State shall

1. Assign qualified personnel as needed to accomplish tasks assigned to or agreed to by the State.

II. DURATION OF AGREEMENT

The City and the State agree to perform their responsibilities as outlined in the Unified Planning Work Program within the time of this Agreement. The Agreement shall cover all work performed commencing with the fiscal year beginning July 1, 2014 and ending June 30, 2015.

III. PAYMENT

- A. The State agrees to pay for the services rendered by the City under the terms of this Agreement, compensation on a cost reimbursement basis for costs incurred and to include direct and indirect costs in accordance with the applicable provisions of 23 CFR 172 and the contract cost principles and procedures set forth in 48 CFR Part 1.31.6 of the Federal Acquisition Regulation System. When specific Federal Highway Administration reimbursement policy differs from the Federal Acquisition Regulation System the Federal Highway Administration policy shall apply. When claimed for reimbursement, the rate for indirect costs will be, at a maximum, that determined by an audit of GIAMPO's payroll and related expenses for the FY 2015 PL Contractual Agreement. Only those payroll-related expenses shown in the E Element of Exhibit "A" and included in the employee fringe benefits in Part 1.31.6 of the Federal Acquisition Regulation System (48 CFR 1.31.6) will be eligible for reimbursement. Direct and indirect costs shall not exceed, in any event, twenty-one thousand and eight hundred ninety-one dollars (\$21,891) for costs incurred during fiscal year 2015.
- B. Payments will be made to the City not more often than once each thirty (30) days, and shall be for services theretofore performed under this Agreement. The City shall submit invoices in duplicate within twenty (20) days following the end of the period covered by the account. The invoices or supplements thereto shall be the basis of payment pursuant hereto, and shall contain a statement of the City's estimate of the percentage of work completed and be signed by a responsible representative of the City certifying that all of the items therein are true and correct for the work performed under the provisions of this Agreement. Payment shall be made subject to audit by duly authorized representatives of the State. The State upon receipt of the proper invoices will make every reasonable effort to provide payment to the City within fifteen (15) calendar days thereafter.
- C. Payment for partial billings will be determined by multiplying the value of the percentage of work completed by 0.80. In no event may the total interim payments exceed eighty percent of the value of the total work completed and may not exceed \$21,891 for fiscal year 2015.
- D. The City shall submit to the State a listing of all City 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 City whose time is directly assignable to the Program shall keep and sign a time record showing element of Program, date and hours worked and title of position.
- E. It is understood that reimbursement for out-of-state travel costs will not be requested by the City unless written prior approval for such travel has been given by the State. The rate of reimbursement will be that allowed by the State for travel by its own employees.

IV. CHANGES IN THE WORK PROGRAM

- A. If, after consultation with the State, it is determined that changes to the work program are necessary, written approval by the State and the FTA shall be obtained.
- B. The parties to this Agreement agree to collaborate closely on the decisions affecting the composition, scope and duration of the work and those decisions shall receive the written approval of the State prior to proceeding with the Program.
- C. If, as the work progresses, major changes in the schedules, funding, scope, character or estimated total cost of the work to be performed is deemed necessary or desirable, adjustments for payment or modification in the performance of the work shall be submitted by supplemental agreement to the State for review and approval by the State and the FTA.

V. REPORTS

The City shall prepare reports suitable for publication as indicated in the Work Program. Two (2) copies of a draft of each report shall be submitted to the State for review and approval. Upon final review and approval by the State, and the FTA, the City will deliver to the State two (2) copies of the final printed report. If the State so requests and so authorizes in writing, the City shall deliver a reasonable number of additional copies of an interim or final report to the State within sixty (60) calendar days of such request.

VI. INSPECTION OF WORK

The State and authorized personnel of the FTA or any authorized representative of the Federal government shall at all times be accorded proper facilities for review and inspection of the work hereunder and shall at all times have access to the premises of all books, records, correspondence, instructions, receipts, vouchers and memoranda of every description pertaining to the work hereunder.

VII. RECORDS

The City 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 be lost, at such reasonable time and place as may be designated by the State, FTA or any authorized representative of the Federal government and shall permit extracts and copies thereof to be made, during the contract period and for three (3) years after the date of final payment.

VIII. AUDITS

The City shall at all times afford a representative of the State, FTA, 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 he may require, shall produce and exhibit such books, accounts, documents and property as he may desire to inspect, and shall in all things aid him in the performance of his duties. The City shall be responsible for meeting the audit requirements of OMB Circular A-133, or any revision or supplement thereof.

IX. OWNERSHIP OF DATA

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.

X. PUBLICATION OR RELEASE OF INFORMATION

- A. Papers, interim reports, forms or other material which are a part of the work under contract will not be copyrighted without written approval of the State and FTA.
- 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 FTA. However, if the State or FTA 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 the State or the Federal Transit Administration."
- D. In the event of failure of agreement between the State and the City relative to the publication of any reports during the period of the contract, each party reserves the right to publish independently, in which event the non-concurrence 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 the presentation to the effect that the paper had not been reviewed by the State.

XI. CLAIMS

The City indemnifies, saves and holds harmless the State 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 the City hereunder and 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 the action taken hereunder by the City. It is further agreed that any and all employees of the City and all other employees except employees of the State while engaged in the performance of any work or services required or provided for herein to be performed by the City shall not be considered employees of the State, and that any and all claims that may or might arise under the Workers' Compensation Act of the State of Nebraska 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 while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the State.

XII. CONTRACTUAL SERVICES

All agreements for contractual services pertinent to the Unified Planning Work Program and subject to partial reimbursement under this Agreement shall be submitted to the State for review and prior to final execution shall have been approved in writing by the State. The City intends to provide the services pertinent to the Unified Planning Work Program with its own personnel. It is understood, however, that not less than fifty percent (50%) of such work will be performed with City personnel and/or by subcontract with other public agencies.

XIII. CANCELLATION

The State reserves the right to cancel this Agreement at any time it deems it to be in the best interest of the State upon giving thirty (30) days written notice of such cancellation to the City. If the contract is cancelled under this provision, the State shall reimburse the City for all expenses incurred and work completed to the date of cancellation.

XIV. LIMITATIONS OF LAW

It is mutually understood between the parties that the final authority in highway matters now vested in the State by federal and state statutory and case law shall not be affected by this Agreement.

XV. NONDISCRIMINATION

The City agrees to abide by the provisions of the Nebraska Fair Employment Practice Act as provided by Neb.Rev.Stat. §48-1101, through 48-1126 (Reissue 2010); and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in Exhibit "A" attached hereto and hereby made a part of this agreement.

XVI. TITLE VI

As the State is the recipient of the FTA Section 5305 funds and extends FTA financial assistance to the City to comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq. and related provisions in regulation, the State shall provide assistance to the City in complying with the general reporting requirements and shall monitor the City's compliance with Title VI (as outlined in Circular 4702.1B, Chapter III, 3, 10 and 11 and Appendix K). If the City subcontracts any of its metropolitan planning organization activities that the State provides the FTA Section 5305 funds for these activities, these Title VI provisions shall extend to the subcontracts.

XVII. DISADVANTAGED BUSINESS ENTERPRISES

The Contractor, sub-recipient or sub-contractor 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 Department deems appropriate.

XVIII. LOBBYING CERTIFICATION

The City agrees to abide by the provisions of the Federal Lobbying Certification since federal funds shown in this agreement exceed \$100,000. "Certification for grants, loans, and cooperative agreements" is included herewith as Exhibit "B" and made a part of this agreement

XIX. EQUIPMENT

- A. The State agrees to participate in the cost of specialized items of equipment, not of a nature normally used or required in the regular administrative or engineering operations of the City, which items are required for, and will be used primarily on work incident to this Agreement, and the cost of which is considered reasonable.
- B. The City agrees to certify that items of equipment included in direct costs have been excluded from the indirect costs.
- C. The City agrees to obtain the approval of the State and of the FTA prior to the purchase of an item of equipment of the type described above in Paragraph A.

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

EXECUTED by the City this 22nd day of December 2014.
CITY OF GRAND ISLAND

[Signature]
RADae Edwards

ATTEST:

EXECUTED by the State this 6 day of January 2014⁵

STATE OF NEBRASKA
DEPARTMENT OF ROADS

[Signature]
Ryan Huff, P.E.
Rail & Public Transportation Engineer

Acknowledgement

STATE OF NEBRASKA)
)
COUNTY OF LANCASTER) ss.

The foregoing instrument was acknowledged before me this 6th day of January, 2014⁵, by Ryan Huff, P.E., Rail & Public Transportation Engineer for the State of Nebraska, Department of Roads.

[Signature]
Notary Public
(Seal)



NONDISCRIMINATION CLAUSES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- (1) Compliance with Regulations: The Contractor will 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 contract.
- (2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of handicap, race, color or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of handicap, race, color or national origin.
- (4) Information and Reports: The contractor will provide all information and reports required by the 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 State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such 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 contractor shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to,
 - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration 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 subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

CERTIFICATION REGARDING LOBBYING

Certification for Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

(1) 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 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 as amended by "Government wide Guidance for New Restrictions on Lobbying."

(3) 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, loans and cooperative agreements) and that all such 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 for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

Certified this 19th day of December 2014.

CITY OF GRAND ISLAND

ATTEST:





Exhibit "C"



Grand Island Area Metropolitan Planning Organization (GIAMPO)

FY 2015 Unified Planning Work Program

The preparation of this document has been financed in part through funds from the Federal Highway Administration, Federal Transit Administration, the U.S. Department of Transportation, under the Metropolitan Planning Program, Section 104(f) of Title 23 U.S. Code, and Nebraska Department of Roads. The contents of this document do not necessarily reflect the official views or policy of the U.S. Department of Transportation.

Adopted May 27, 2014, Administrative Modification 6/12/2014

**Grand Island Area Metropolitan Planning Organization (GIAMPO)
Unified Planning Work Program for Fiscal Year 2015
Policy Board Members**

Mayor: Mayor, Jay Vavricek

Grand Island Council Members: Vaughn Minton, Kent Mann, Julie Hehnke, Chuck Haase

County Board Members: Bob McFarland, Dave Ziola

Planning Commission Chair: Pat O'Neill

Nebraska Department of Roads Director: Randy Peters

Ex-Officio (non-voting) Members include:

FHWA Nebraska Division Administrator: Joseph Werning

FTA Region VII Administrator: Mokhtee Ahmad

Approved Ex-Officio (non-voting) Other Members:

City of Grand Island: Mary Lou Brown, John Collins, Terry Brown, Chad Nabity

Nebraska Department of Transportation: Brad Zumwalt, Wes Wahlgren

Federal Transit Administration: Mark Bechtel

Federal Highway Administration: Justin Luther

Technical Committee Members

The voting membership of the TAC is as follows:

- (a) Grand Island Public Works Director
- (b) Grand Island City Administrator
- (c) Grand Island Manager of Engineering Services
- (d) Hall County Regional Planning Director
- (e) Hall County Public Works Director
- (f) Two representatives from NDOR; one designated by the Planning and Development Engineer and the District Four Engineer
- (g) Merrick County Public Works Director or Highway Superintendent
- (h) One representative from the Village of Alda

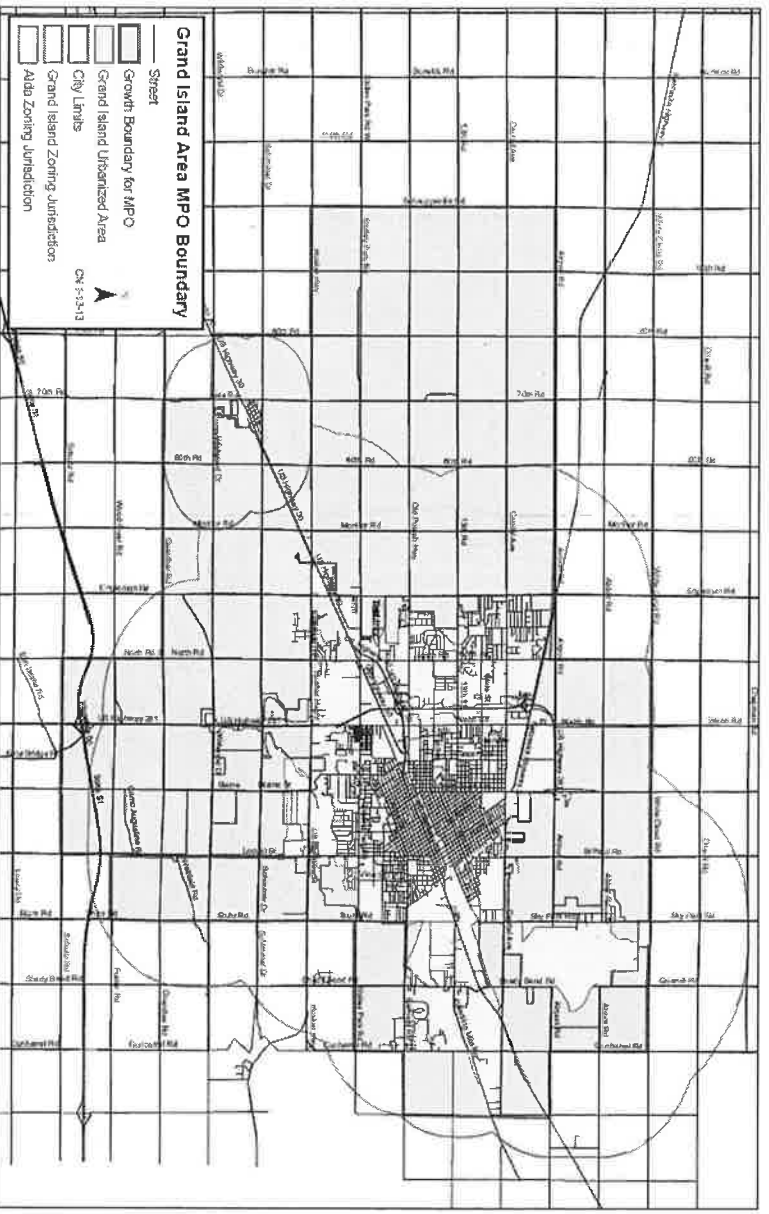
The Ex-Officio (non-voting) membership of the TAC is as follows:

FHWA Nebraska Division Transportation Planner or designee

- (a) FTA Region VII Transportation Planner or designee
- (b) NDOR Local Projects Division Urban Engineer
- (c) Grand Island Finance Director
- (d) One representative from the Union Pacific Railroad and one representative from the Burlington Northern Santa Fe Railroad may be appointed to the committee by their respective companies; other rail system operators may be added by the policy board as needed
- (e) One representative from the Grand Island Area Chamber of Commerce
- (f) One representative from the Grand Island Area Economic Development Corporation
- (g) The Board of the Central Nebraska Regional Airport may appoint one representative

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Grand Island Metropolitan Study Area

Introduction

As required by 23 CFR 420 and 450.314 the Grand Island Area Metropolitan Planning Organization (GIAMPO) has prepared this Unified Planning Work Program (UPWP).

The purpose of this document is to provide the citizens of the GIAMPO and all partnering governing bodies an outline of the Metropolitan Planning Organization’s planned work activities, and identify the funding for those activities for fiscal year 2015.(July 1, 2014-June 30, 2015). This document is a budget document and it may be amended by the policy board as priorities and activities change.

The primary objectives for this year are to implement the Continuing, Cooperative, and Comprehensive, (3-C) transportation process to develop a performance based Long Range Transportation Plan, Formal Public Participation Plan, goals, objectives, and performance measures in accordance to current Federal Transportation Act MAP-21, and to institute a transportation planning process that will address the needs and investments in the transportation system in order to adequately maintain the transportation system.

These Factors Include:

The metropolitan planning process must explicitly consider and analyze, as appropriate, eight planning factors defined in MAP-21 that reflect sound planning principles and in coordination, cooperation, and continuing with stakeholders in the Grand Island Metropolitan Planning Organizations Planning Area.

- ✓ Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity and efficiency;
- ✓ Increase the safety of the transportation system for motorized and non-motorized users;
- ✓ Increase the security of the transportation system for motorized and non-motorized users;

- ✓ Increase the accessibility and mobility options available to people and for freight;
- ✓ Protect and enhance the environment, promote energy conservation, and improve quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
- ✓ Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
- ✓ Promote efficient system management and operation; and
- ✓ Emphasize the preservation of the existing transportation system.

This input will be used to identify, plan and prioritize projects to meet the transportation needs of the area. Initial efforts will focus on the development of the Public Participation Plan, Long Range Transportation Plan, and corridor studies to improve safety and efficiency within the existing transportation system.

Grand Island Area Metropolitan Planning Organization (GIAMPO)

- ✓ The Grand Island Area Metropolitan Planning Organization (GIAMPO), is the organization of elected officials in the Grand Island urbanized area designated by the Governor to carry-out the federal mandated transportation planning process.
- ✓ GIAMPO provides the forum for local decision-making on transportation issues of a regional nature.
- ✓ The foundation for the metropolitan planning process is to promote consistency between transportation improvements and state and local planned growth and economic development patterns and the submission of transportation planning documents to the FHWA, FTA, and NDOR.
- ✓ Meaningful public involvement will be encouraged and actively sought throughout the planning and development of the area's transportation plans and programs. Area citizens will be provided an opportunity and encouraged to comment on every aspect of the transportation planning process through planning meetings, public hearings, and individual correspondence.
- ✓ GIAMPO staff will facilitate the development of all planning elements for the Metropolitan Planning Area in accordance to the current federal transportation bill.

Policy Board

The Policy Board shall establish policy and procedures for matters necessary to comply with the requirements of Title 23, United States Code, and subsequent acts. The Policy Board shall have the power and duty to prepare and adopt comprehensive transportation studies and plans to guide the unified development of the Grand Island Area Metropolitan Planning Area and to promote the general welfare and prosperity of its people in an economic and efficient manner.

Technical Advisory Committee

The MPO Technical Committee (TAC) is responsible for the administration of the (3-C) Transportation Planning Process, providing data, technical assistance, and recommendations to the Policy Board for matters necessary to comply with the requirements of Title 23, United States Code, and subsequent acts. Responsibilities Include but are not limited to:

- ✓ Advising the Policy Board on comprehensive transportation studies and plans to help guide the unified development of the Grand Island Area Metropolitan Planning Area to promote the general welfare and prosperity of its people in an economic and efficient manner.
- ✓ Examining and recommending projects concerning the development of a safe, efficient, and coordinated multimodal transportation network.

- ✓ Annually prepare and recommend, at a minimum, a five-year MPO Transportation Improvement Program (TIP) and shall review the allocation of all federal-aid funds to eligible projects within each Annual Element of the TIP for financial constraint.
- ✓ Annually review the MPO Long-Range Transportation Plan (LRTP) and recommend updates as necessary. The LRTP shall be updated at a minimum every five years.
- ✓ Annually prepare and recommend an MPO Unified Planning Work Program (UPWP) detailing projected work activities and a proposed budget for implementation.
- ✓ Prepare and recommend a MPO Public Participation Process (PPP) that outlines the promotion and utilization of public involvement, to be reviewed annually and updated as necessary.

Staff

The GIAMPO professional staff will be available to aid local officials and concerned citizens in implementing transportation and various community improvement programs in an overall effort to enhance the area. Staff members encourage and assist local leaders in several programs, with strong emphasis on the benefits of regional cooperation and coordination. Currently, the GIAMPO staff involved with transportation planning consists of a Metropolitan Planning Organization Program Manager supported by the Director of Public Works/City Engineer and the Manager of Engineering Services in conjunction with the Director of the Hall County Regional Planning Department, and various administrative staff.

Staff Time Estimates	Staff Months
Staff (equivalent staff time) Estimated	11.5
Professional Staff (MPO Program Manager) - Direct	6
Support Staff	

FY 2015 SIGNIFICANT PLANNED ACTIVITIES

- ✓ Development and Approval of the Public Participation Plan
- ✓ Development and Approval of the Travel Demand Model
- ✓ Development and Approval of Goals and Objectives for the Development of the Long Range Transportation Plan
- ✓ Development and Approval of Performance Measures Based on MAP-21 Guidance
- ✓ Development of the Long Range Transportation Plan with a 20-year horizon

MPO FY 2015 Work Elements

Element A - Unified Planning Work Program (UPWP)

Purpose: Develop and maintain the UPWP and budget including the following activities.

Previous Work:

Approved FY 2014 UPWP

Activities:

- Draft, finalize and adopt the 2016 UPWP and Budget by April 15, 2015
- Maintain the 2015 UPWP and Budget through UPWP Amendments, as necessary
- Maintain the annual FHWA PL grant contract and any subsequent amendments

- Coordinate with planning partners regarding UPWP activities

End Products:

- 2015 Quarterly Reimbursement Requests and Quarterly Activities Reports
- UPWP amendments as needed
- Annual “DRAFT” FY 2016 UPWP submitted to NDOR prior April 15, 2015

<u>Budget</u>	<u>Costs</u>	<u>Schedule</u>
2015 UPWP and Budget Amendments	\$ 2,500	Ongoing
2016 Approved UPWP	<u>\$ 8,640</u>	3 rd Quarter
Total Budget	\$ 11,140	

Element B - Transportation Improvement Program (TIP)

Previous Work:

No work required prior to the adoption of the MPO’s Long Range Transportation Plan.

Purpose:

This element is to develop, maintain and monitor a five-year program of transportation projects and the financial plan that demonstrates the program can reasonably be implemented. GIAMPO will monitor the program, and will also continue the effort to gain public input on significant projects, and will provide mechanisms to inform the public of the funding availability for federal, state, and local projects. It also addresses TITLE VI assurances and Environmental Justice with its development and amendments to the approved TIP.

Activities:

- Meet with stakeholders, decision makers, and citizens concerning the Transportation Improvement Program (TIP) process and the TIP Program, when needed. This includes presentations of Grand Island’s one and six year road plans.
- Staff involvement on project related activities ensuring issues are properly identified and adequately addressed for timely implementation.
- Annual posting of federally funded projects for the previous fiscal year, including the status of every project in the first year of the previous TIP.
- Draft an initial TIP Policy.

End Products:

- Amendments to the current approved Transportation Improvement Program (if necessary)
- Annual Posting of projects and status of year 1 of the previous TIP on GIAMPO’s website
- Project Priority and Selection Policy for GIAMPO

<u>Budget</u>	<u>Costs</u>	<u>Schedule</u>
Federal/State Funds Expended Prior Year	\$1,728	1 st Quarter
TIP Policy/Selection Process	\$7,500	3 rd Quarter
Present Grand Island’s 1 and 6 Year Road Plan	<u>\$3,000</u>	TBD
Total Budget	\$12,228	

Element C – Public Participation Plan (PPP)

Purpose:

The initial PPP will be developed as a task in the development of the LRTP, the foundation of the PPP will be to enhance and encourage participation of stakeholders, decision makers, and citizens in the transportation planning process. Special efforts will focus on persons and groups that are typically under-represented in transportation planning or with special transportation needs, including, low-income, minority, elderly, and disabled populations.

Previous Work:

- A web page was developed for the Grand Island Area Metropolitan Planning Organization where meeting agendas and minutes are posted. Meeting notices are advertised in accordance with the City of Grand Island’s open meeting policy.

Activities:

The PPP will be done as part of the development of the Long Range Transportation Plan. Opportunities for public participation will be offered at all future GLAMPO Policy Board meetings and TAC meetings on published agenda items.

- Initially this will include education about the MPO and the purpose of the MPO. This will be done with media interviews, GITV, and public speaking engagements with civic groups.
- The GLAMPO website will be maintained for meeting notices and information regarding transportation planning activities that affect the region.
- Start-up social media sites such as Facebook and Twitter to inform interested parties on transportation planning activities.

End Product

- Approved Public Participation Plan

Budget	Costs	Ad. Mod 6/2014	Schedule
Title VI Mitigation/Assessment	\$4,500	\$4,500	1 st Quarter
Public Participation Plan	\$9,500	\$9,500	2nd Quarter
Web Site Development/Maintenance	\$2,500	\$2,500	Ongoing
Civic Group Speaking	\$1,200	\$1,200	Ongoing
Media Interviews	\$1,800	\$1,800	Ongoing
GITV Programming	\$5,250	\$4,985	Ongoing
Total Budget	\$24,750	\$ 23,585	

Element D – Long-Range Transportation Plan (LRTP)

Purpose:

The initial LRTP will include long-range and short-range strategies/actions that lead to the development of an integrated multimodal transportation system to facilitate the safe and efficient movement of people and goods. It will be developed with regards to the intent and requirements of the Moving Ahead for Progress in the 21st Century Act (MAP-21) passed in July 2012 and guidance by the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Nebraska Department of Roads (NDOR). The consultant and MPO Program Manager shall coordinate development and completion of all activities with respective stakeholders.

Previous Work:
 A Request-For-Proposal for Professional Services to perform the development of the Long Range Transportation Plan was developed. Consultant selection process, and signed agreements were put in place the fourth quarter of FY 2014.

- Activities:**
- Develop performance goals, objectives, and measures for approval
 - Develop and calibrate of a Travel Demand Model that combines GIS and transportation modeling capabilities in a single integrated platform.
 - Development of a performance based LRTP with a 20-year horizon by March 2016

- End Products:**
- Approved Performance Goals, Objectives, and Measures
 - Validated Travel Demand Model
 - Forecasted Independent Variables
 - Financial Projections for LRP
 - E&C Network E&C LOS Identified

Budget	Costs	Schedule
Initial Consultant Project Kick-off Community Survey	\$ 5,000	1 st Quarter
Objectives and Goals of the LRTP	\$ 7,500	1 st Quarter
Performance Measures and Priority Selection Process	\$ 5,500	3 rd Quarter
Base Data into Traffic Analysis Zones	\$ 7,500	3 rd Quarter
Future IV's (Population, Land Use, Employment)	\$ 8,000	3 rd Quarter
Base and Forecasted E&C network projections	\$ 8,522	4 th Quarter
Financial Projections	<u>\$ 8,000</u>	4 th Quarter
Total Staff Budget	\$50,022	
Professional Services-Model/LRTP Development	\$ 187,500	

Element E – Transit Planning

Previous Work:

Preliminary discussions and the development of a MOA for Hall County to continue providing transit and para-transit services within the study area.

Purpose:

In 2012, the City of Grand Island became the designated recipient to receive the FTA 5307(Urban) transit funds. In 2013, the City and Hall County entered into an interlocal agreement for Hall County Transportation to continue to operate services using unexpended FTA 5311(Rural) funds during a transitional period. During FY 2015 the MPO will work with the City of Grand Island and Hall County to develop and finalize a transitional plan for transit services in the City of Grand Island and Hall County. The plan must at a minimum provide a level of service for transit customers consistent with the level of service that has been offered by Hall County Transportation. The transitional plan will also take into account, possible additional services based on funding and identified needs of the community.

Activity:

A plan will need to be approved to transition Grand Island from FTA 5311 funding to FTA 5307 funding. This may include the development of a Coordinated Service Plan for FTA section 5310 funding for the area.

End Product:

- Development of a Transition Plan with timelines, expected funding and procurement policies produced by June 30, 2015.

<u>Budget</u>	<u>Costs</u>	<u>Schedule</u>
General Framework and Transit Planning	\$27,335	TBD
Total Budget	\$27,335	

Element F – Administration/Systems Management (ASM)

Purpose:

The General administration of the transportation planning program for the Grand Island Area Metropolitan Planning Organization.

Previous Work:

- Adopted By-Laws for the Technical Advisory Committee on March 25, 2014
- Adopted By-Laws for the Policy Committee in July 23, 2013, and amended September 17, 2013
- Hired the Metropolitan Planning Manager on February 28, 2014
- Set meeting schedules for the Policy Board and TAC
- Developing the FY 2015 UPWP
- Created of the GIAMPO web page
- Established reporting and invoicing practices for transportation planning program
- Provided for office and office equipment for the MPO Staff including computers, printers, furniture, phone and other necessary tools

Activities:

- Compile and submit quarterly reimbursement reports to NDOR
- Compile and submit quarterly progress reports to NDOR
- Manage the GIAMPO Funding Streams
- Track the status of UPWP budget and activities

End Product:

- General Administration of the established 3-C Transportation Planning Process for the Grand Island Area Transportation Study.

<u>Budget</u>	<u>Costs</u>	<u>Ad. Mod. 6/2014</u>	<u>Schedule</u>
Direct			
Prepare Meetings for Policy Board and TAC	\$4,250	\$4,250	Ongoing
Meeting Minutes and other Documentation	\$4,500	\$3,750	Ongoing
Administration of Program/Reporting Documentation	\$3,400	\$3,400	Ongoing
Manage Funding Streams and Budget	\$4,500	\$4,500	Ongoing
	\$16,650	\$15,900	
Other Direct			
Software/Equipment	\$13,500	\$13,500	Ongoing
Professional Development/Conference Travel	\$3,603	\$3,603	Ongoing
Advertise Meetings	\$1,800	\$1,800	Ongoing
Office Expenses	\$2,500	\$2,500	Ongoing
	\$21,403	\$21,403	
Total Budget	\$39,053	\$37,303	

Budget
It is anticipated that the cost of implementing this UPWP for GIAMPO will be \$351,018, during fiscal year 2015. Based on the formula funding for MPOs in Nebraska, GIAMPO is eligible for up to \$130,822 Federal Planning funds for staffing and other expenses. NDOR has indicated that during the 2014 and 2015 budget years they intend to set aside an additional \$150,000 for creation of the GIAMPO LRTP. The City of Grand Island, by agreement will provide at least a 20% match (including but not limited to staff time, office space, and web hosting and financial services) toward GIAMPO's transportation planning activities.

Work Element	Federal	Local	Total
A Unified Work Program – Total Cost	\$8,912	\$2,228	\$11,140
2015 UPWP and Budget amendments	\$2,000	\$500	\$2,500
2016 UPWP and Budget	\$6,912	\$1,728	\$8,640
B Transportation Improvement Program (TIP) – Total Cost	\$9,782	\$2,446	\$12,228
Federal Funds Expended for FY 2014 Posted by Oct. 1, 2014	\$1,382	\$346	\$1,728
Draft TIP Policy/Selection	\$6,000	\$1,500	\$7,500
Present Grand Island 1 and 6 Year road plan	\$2,400	\$600	\$3,000
C Public Participation Process/Plan (PPP) – Total Cost	\$19,588	\$4,897	\$23,585
Title VI Mitigation/Assessment	\$3,600	\$900	\$4,500
Public Participation Plan	\$7,600	\$1,900	\$9,500
Web Site Development/Maintenance	\$2,000	\$500	\$2,500
Civic Group Speaking	\$960	\$240	\$1,200
Media Interviews	\$1,440	\$360	\$1,800
GI TV Programming	\$3,988	\$997	\$5,250
D Long-Range Transportation Plan (LRTP) – Total PL Cost	\$40,018	\$10,004	\$50,022
Initial Consultant Project -Kick-off-Community Survey	\$4,000	\$1,000	\$5,000
Objectives and Goals of the LRTP	\$6,000	\$1,500	\$7,500
Performance Measures	\$4,400	\$1,100	\$5,500
Base Data into Traffic Analysis Zones/Network/Screen line Data	\$6,000	\$1,500	\$7,500
Base and Future IV's (Population, Land Use, Employment)	\$6,400	\$1,600	\$8,000
Base and Forecasted E&C Network Projections	\$6,818	\$1,704	\$8,522
Financial Projections and Project Selection Criteria	\$6,400	\$1,600	\$8,000
Professional Services-Model/LRTP Development	\$150,000	\$37,500	\$187,500
E Transit Planning – Total Cost	\$21,868	\$5,467	\$27,335
Develop a Transition Plan for Services	\$10,200	\$2,550	\$12,750
Develop an RFP for Services	\$11,668	\$2,917	\$14,585
F Administration/Systems Management (ASM)- Total Staff Cost	\$12,720	\$3,180	\$15,900
Prepare Meetings for Policy Board and TAC	\$3,400	\$850	\$4,250
Meeting Minutes and other Documentation	\$3,000	\$750	\$3,750
Administration of Program/Reporting Documentation	\$2,720	\$680	\$3,400
Manage Funding Streams and Budget	\$3,600	\$900	\$4,500
Procedural/Operational Manual	\$0	\$0	\$0
Other Direct – Total Cost	\$117,122	\$4,281	\$121,403
Software/Equipment	\$10,800	\$2,700	\$13,500
Professional Development/Conference Travel	\$2,882	\$721	\$3,603
Advertise Meetings	\$1,440	\$360	\$1,800
Office Expenses	\$2,000	\$500	\$2,500
Staff FHWA and FTA Federal Funding	\$130,010	\$32,502	\$162,512
Development of PPP & LRTP CONSULTANT ONLY – Non PL Funds	\$150,000	\$37,500	\$187,500
Projected Total Expenses for all Activities	\$280,010	\$70,002	\$350,512
Approved 5/27, Ad. Modification 6/12			

RESOLUTION 2014-378

WHEREAS, the Nebraska Department of Roads has prepared a Planning Agreement for Fiscal Year 2014 & Fiscal Year 2015 for the City of Grand Island for the purpose of providing partial funding of Grand Island Area Metropolitan Planning Organization's (GIAMPO) transportation planning activities scheduled to be performed commencing July 1, 2013, as outlined in the Unified Planning Work Program attached to such agreements; and

WHEREAS, the maximum amount of cash support from the State under such agreement is \$21,433.00 of 49 USC Section 5305 funds for Fiscal Year 2014; and


WHEREAS, the maximum amount of cash support from the State under such agreement is \$21,891.00 of 49 USC Section 5305 funds for Fiscal Year 2015; and

WHEREAS, an agreement for each Fiscal Year with the Nebraska Department of Roads is required to proceed.

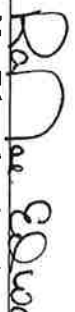
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, the agreements with the Nebraska Department of Roads for the purpose of providing partial funding of Grand Island Area Metropolitan Planning Organization's (GIAMPO) transportation planning activities scheduled to be performed commencing July 1, 2013, as outlined in the Unified Planning Work Program attached to such agreements is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute the Planning Agreement for Fiscal Year 2014 & Fiscal Year 2015.

Adopted by the City Council of the City of Grand Island, Nebraska, December 22, 2014.


Jeremy L. Jensen, Mayor

Attest:


RaNaë Edwards, City Clerk

P11504