



City of Grand Island

Tuesday, June 13, 2017

Council Session

Item G-15

#2017-169 - Approving Unified Planning Work Program (UPWP) for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2018 Fiscal Year Transportation Planning Program

Staff Contact: John Collins, P.E. - Public Works Director

Council Agenda Memo

From: Allan Zafft AICP, MPO Program Manager

Meeting: June 13, 2017

Subject: Approving Unified Planning Work Program (UPWP) for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2018 Fiscal Year Transportation Planning Program

Presenter(s): John Collins PW, Public Works Director

Background

All agreements must be approved by the City Council and will be acted on when agreements are received from the Nebraska Department of Roads and the Federal Transit Administration. In March 2013 the City of Grand Island was designated as an urbanized area with a population over 50,000 which require the metropolitan area to establish a transportation planning process in accordance to Title 23 CFR 450 of the current federal transportation bill. As a requirement in this process, the Metropolitan Planning Organization (MPO) develops annually a Unified Planning Work Program (UPWP) describing the work activities and funding required by the Grand Island Area Metropolitan Planning Organization (GIAMPO) to carry-out these mandates.

This proposed FY 2018 UPWP, is unique in that it reflects previous federal and local funds that have been acted on by Council, as well as Federal Transit Funds that are required to be identified in the MPO Policy Board documentation for the City to receive FTA Section 5307 funding. The fiscal year for the MPO planning process is July 1, 2017 – June 30, 2018.

The total cost reimbursable under the agreement is currently estimated to be \$179,129.00, with the federal share estimated to be \$143,303.00, and the MPO's share estimated to be \$35,826.00.

Discussion

The Grand Island Area Metropolitan Planning Organization (GIAMPO) has drawn up a Unified Planning Work Program with the City of Grand Island for the purpose of assisting the Local Public Agency (LPA) in obtaining Federal approval and financial assistance to ensure a continued, comprehensive, and cooperative transportation planning

process between the state and local governments for the Grand Island Metropolitan Planning Area for fiscal year 2018.

The attached Exhibit “A” Grand Island Area Metropolitan Planning Organization (GIAMPO), Unified Planning Work Program describes the work to be carried out in accordance with 23 U.S.C. Section 134 of the Fixing America’s Surface Transportation Act (FAST Act), Transportation Bill and has been reviewed and approved by the GIAMPO Policy Board, Nebraska Department of Roads, Federal Highway Administration, and Federal Transit Administration.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve a resolution authorizing the Mayor to sign the agreement.

Sample Motion

Move to approve authorization for the Mayor to sign the agreement.

Agreement No.	PL1702
Funding Period Fiscal year	July 1, 2017 through June 30, 2018 FY2018
Agreement Amount	\$179,129

PROGRAM AGREEMENT FEDERAL PLANNING FUNDS METROPOLITAN PLANNING ORGANIZATIONS

MPO, GIAMPO
STATE OF NEBRASKA, DEPARTMENT OF ROADS
PROJECT NO. PL-1 (55), STATE CONTROL NO. CN00978A
FY 2018 PLANNING (PL) AGREEMENT

THIS AGREEMENT is between the MPO Grand Island Area Metropolitan Planning Agency (GIAMPO), who is a Metropolitan Planning Organization ("MPO"), and the State of Nebraska, Department of Roads ("State"), collectively referred to as "Parties".

WITNESSETH:

WHEREAS, federal law requires that MPO establish and maintain a continuing, comprehensive transportation planning process in cooperation with state and local governments in urban areas of over 50,000 population, and

WHEREAS, MPO has established and maintains a planning process that complies with federal law, and

WHEREAS, there are Federal-aid Planning Funds (PL Funds or PL Funding) available to provide pro-rata reimbursement to MPO for its Eligible Planning Activities, and

WHEREAS, MPO has been designated as the recipient agency for the CITY of Grand Island metropolitan area for PL Funds, and

WHEREAS, Federal law provides that State will be a representative for the Federal Highway Administration (FHWA) in reviewing requests for reimbursement of MPO Eligible Planning Activities, and that reimbursements will be made through State, and

WHEREAS, MPO has developed and submitted a Unified Planning Work Program document ("UPWP") which is attached hereto as **Exhibit "A"**; it has been reviewed and approved by FHWA, and

WHEREAS, this Agreement applies only to the part of MPO's UPWP Eligible Planning Activities overseen by FHWA, and

WHEREAS, this Agreement governs the reimbursement of Eligible Planning Activities conducted between July 1, 2017, and June 30, 2018, and

WHEREAS, for this Agreement, if a non-federal entity expends \$750,000 or more in total federal awards in a fiscal year, must be addressed as explained further in this Agreement, and

WHEREAS, the total cost reimbursable under this Agreement is currently estimated to be \$179,129; the federal share is estimated to be \$ 143,303, and MPO's share is estimated to be \$35,826, and

WHEREAS, MPO's UPWP has been approved and MPO desires to incur costs for eligible tasks and activities that will be reimbursed with PL Funds under the designation of Project No. PL-1 (55), and has authorized the City of Grand Island's Mayor to sign this Agreement, as evidenced by the Resolution, attached as **Exhibit "B"**.

NOW THEREFORE, in consideration of these facts, MPO and State agree as follows:

SECTION 1. DEFINITIONS

WHEREVER in this Master Agreement the following terms are used, they mean the following:

"CFDA" means Catalog of Federal Domestic Assistance.

"CFR" means the Code of Federal Regulations.

"ELIGIBLE PLANNING ACTIVITIES" means tasks or activities performed by MPO or its consultants, subconsultants, agents, or representatives which are eligible for reimbursement with PL Funds and that have been identified in MPO's approved UPWP.

"FHWA" means the Federal Highway Administration, United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

"MPO" means a Metropolitan Planning Organization qualified under federal law.

"NEB. REV. STAT" means the Nebraska Revised Statutes as set forth in Nebraska law.

"OMB" means the Federal Office of Management and Budget.

“RESPONSIBLE CHARGE” or “RC” means the employee of MPO or of a city/county within MPO, or elected official of a city/county within MPO, who has been empowered by MPO to represent MPO on planning issues and has actual day-to-day working knowledge and responsibility for significant aspects of MPO’s planning program and process. The RC works regularly with planning issues and is MPO’s point-of-contact for planning activities. Responsible charge does not mean merely delegating the various tasks; it means active day-to-day involvement in identifying options, working directly with stakeholders, making decisions, and actively monitoring the planning activities. It is understood that RC may delegate or contract certain technical tasks associated with the planning activities so long as RC actively manages and represents MPO’s interests in the delegated technical tasks.

“UNIFIED PLANNING WORK PROGRAM (UPWP)” means a document of transportation planning activities performed within the metropolitan planning areas, or urbanized areas with populations of 50,000 or more. The UPWP describes planning activities to be completed, estimates the cost for the planning activities, and indicates the lead agency. Transportation activities to design and build transportation infrastructure are usually not included in the UPWP; however all federally funded studies should be included in the UPWP. This Agreement applies only to the part of MPO’s UPWP related to highway, road, street or other planning activities overseen by FHWA. This Agreement does not apply to transit planning activities of MPO’s UPWP overseen by the Federal Transit Administration. State and MPO will enter into a separate agreement for reimbursement of transit planning activities.

“STATE” means the Nebraska Department of Roads in Lincoln, Nebraska, its Director, or authorized representative. State is a funding liaison between MPO and the United States.

SECTION 2. DURATION OF THIS AGREEMENT (specific to PL agreements)

- 2.1 ***Effective Date*** – This Agreement is binding on the date it is fully executed by the Parties.
- 2.2 ***Identifying Date*** – For convenience, this Agreement’s identifying date will be the date State signed the agreement.
- 2.3 ***Duration*** – The benefits and obligations of this Agreement, though binding when signed, are operative for activities beginning July 1, 2017, and ending June 30, 2018, and will conclude or become inactive upon the happening of either (1) the final completion of an audit review by State or its authorized representative and the resolution of all issues identified in the audit report, (2) the waiver of an audit review, or (3) termination of this Agreement.

SECTION 3. PURPOSE OF AGREEMENT AND RESPONSIBILITIES OF THE PARTIES

3.1 **WHEREAS**, MPO desires that MPO's attached UPWP be developed under the designation of Project No. PL-1 (55), and has authorized the City of Grand Island's Mayor to sign this Agreement, as evidenced by the Resolution, attached as **Exhibit "B"**, and incorporated herein by this reference.

3.3 **Purpose**

MPO wishes to be reimbursed with PL Funds for Eligible Planning Activities. MPO understands that FHWA will not provide funding directly to MPO; but will provide reimbursement by State with Federal funds for Eligible Planning Activities. State, pursuant to Neb. Rev. Stat. § 39-1305, will act under this Agreement as a steward of federal funds and as a liaison between MPO and FHWA. The purpose of this Agreement is to set forth the understanding of MPO and State concerning their respective duties to enable the planning activities to be eligible for federal-aid funding. Under this Agreement, MPO shall continue to have all duties concerning any aspect of the planning processes. Nothing in this Agreement shall be construed to create any duty of State to MPO concerning such matters. In the event that State or FHWA find that the planning activities are ineligible for PL Funding, MPO will repay State all previously paid federal funds, as determined by State, and any costs or expenses State has incurred under this Agreement. MPO further agrees that MPO shall have no claim or right of action against State under this Agreement if FHWA determines that planning activities are not eligible in whole or in part, for Federal-aid funding. The following sections of this Agreement include the eligibility requirements and other conditions State believes in good faith that MPO must meet for MPO to be reimbursed with PL Funding. MPO acknowledges that many conditions must be met by MPO in order to receive Federal-aid reimbursement. MPO agrees to develop its UPWP in an effort to meet all federal eligibility requirements so the planning activities may be determined eligible for PL Funding.

3.4 **MPO RESPONSIBILITIES**

- 3.4.1 MPO shall meet all federal transportation planning requirements and shall select and manage necessary committees and staff, and consult, collaborate and coordinate with State to accomplish the Eligible Planning Activities.
- 3.4.2 MPO shall select qualified personnel as needed to complete the Eligible Planning Activities, and oversee any consultants selected to perform such activities. MPO shall submit to State a listing of all qualified personnel that may be selected or

assigned to the work contemplated therein prior to submitting the first invoice to State. Said listing shall indicate each person's job title or classification, qualifications, and salary range. MPO may make occasional temporary changes to qualified personnel. However, MPO shall submit an updated list to reflect permanent changes to qualified personnel.

- 3.4.3 MPO, when choosing to use a consultant to complete Eligible Planning Activities under this Agreement, shall follow all guidelines and requirements outlined in State's LPA Guidelines Manual for Federal Aid Projects ("LPA Guidelines Manual") in regard to the method of procurement, evaluation, selection, and contract types. The selected consultant must be certified to provide Transportation Planning Services by State. MPO shall be responsible to determine that the consultant is qualified to provide the expertise and experienced personnel to accomplish the required work product. Price cannot be a selection factor when hiring for professional engineering or architectural services. MPO shall follow any applicable requirements including, but not limited to, requirements defined in Chapter 4 of LPA Guidelines Manual.
- 3.4.4 MPO shall 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 UPWP.
- 3.4.5 MPO shall obtain written approval from State and FHWA when, after consultation with State, MPO determines that amendments to the UPWP are necessary. MPO shall obtain written concurrence from State when, after consultation with State, MPO determines that administrative modifications to the UPWP are necessary.
- 3.4.6 MPO shall only seek reimbursement for actual costs incurred for Eligible Planning Activities. The salaries and expenses of the Chair or members of GIAMPO's Board will not be reimbursed as an Eligible Planning Activity.
- 3.4.7 MPO shall submit accurate and complete invoices in accordance with SECTION 8. FINANCIAL RESPONSIBILITY of this Agreement, and shall provide additional documentation when requested by State. MPO shall be solely responsible for all costs not reimbursed under this Agreement.
- 3.4.8 MPO shall keep signed time records detailing time spent on Eligible Planning Activities, including the date and hours worked. When requested by State, MPO shall submit time records to State.

- 3.4.9 MPO agrees that it is ultimately responsible for complying with all Federal and State requirements and policies applicable to Federal-aid planning activities. MPO understands that failure to meet any eligibility requirements for PL Funding may result in the loss of all PL Funds. In the event that the acts or omissions of the RC, MPO or its agents or representatives result in a finding that planning activities are ineligible for PL Funds, MPO will repay State all previously paid PL Funds, as determined by State, including but not limited to, any costs reimbursed for the time and expenses of the RC.

3.5 STATE RESPONSIBILITIES

- 3.5.1 Complete the duties assigned to State in this Agreement.
- 3.5.2 Determine and notify MPO of the estimate of PL Funding availability, including carry-over and annual allocation target.
- 3.5.3 Provide technical assistance to MPO regarding PL Funding eligibility issues, when requested by MPO.
- 3.5.4 Verify all invoices submitted by MPO are complete, accurate, and represent actual costs for Eligible Planning Activities.
- 3.5.5 Pay MPO the federal share of the actual costs of Eligible Planning Activities as reflected on an approved invoice.
- 3.5.6 Bill and collect from MPO any previously paid funds determined to be ineligible by FHWA.

3.6 PARTIES RESPONSIBILITY

- 3.6.1 Parties agree to cooperatively review and adjust, when necessary, the scope, schedules, funding, priorities, or staffing of MPO's work to make sure the UPWP needs and goals are accomplished by MPO in accordance with the federal requirements for use of PL Funds.
- 3.6.2 Parties will supplement this Agreement to reflect any changes necessary to accomplish 3.6.1, with advance approval of the Federal Highway Administration.

SECTION 4. RESPONSIBLE CHARGE (RC) REQUIREMENTS

- 4.1 MPO hereby designates Allan Zafft as the RC for the Eligible Planning Activities.
- 4.2 Duties and Assurances of MPO concerning its designated RC for the Eligible Planning Activities.
- 4.2.1 MPO understands the duties and responsibilities of MPO and RC as outlined in the LPA Guidelines Manual.

- 4.2.2 MPO has authorized and fully empowered the RC to be responsible for day-to-day Eligible Planning Activities; this requirement does not mean merely supervising, overseeing or delegating various tasks, it means active day-to-day involvement in the Eligible Planning Activities including identifying issues, investigating options, working directly with stakeholders, and decision making.
- 4.2.3 The RC is a full-time public employee or elected official of MPO, or a full-time employee of another entity as defined in "Public Employee" above.
- 4.2.4 MPO agrees to take all necessary actions and make its best good faith efforts to ensure the RC's work meets the same standards that State must meet under federal law.
- 4.2.5 If, for whatever reason, the designated RC is no longer assigned to the Eligible Planning Activities, MPO shall, within one day or sooner if possible, notify verbally and in writing State's Highway Planning Manager; after such notification MPO shall replace the RC no later than thirty (30) calendar days or sooner if possible. With advance written approval by State, MPO may use a Provisional RC in accordance with State's Provisional RC Policy.

SECTION 5. FEDERAL AID PROJECT REQUIREMENTS

- 5.1 MPO agrees to comply with all Federal-aid procedures and requirements applicable to this Agreement, including federal laws, and when applicable, state and local laws, and the LPA Guidelines Manual.
- 5.2 **The Applicable Legal and Contract Requirements.**
 - 5.2.1 **Title 23 U.S.C., and 23 CFR,** – The primary provisions of law applicable to this Agreement are generally found in 23 U.S.C. Section 134; and 23 CFR Part 420, subpart A, and Part 450, subpart C.

5.2.2 LPA Guidelines Manual - MPO also agrees to comply with applicable provisions of the LPA Guidelines Manual for Federal Aid Projects, which is incorporated herein by this reference. The LPA Guidelines Manual is a document drafted in part, and formally approved, by FHWA as a document setting out requirements for LPA's or MPO's Eligible Planning Activities funded with PL Funds. A current version of the LPA Guidelines Manual can be found in its entirety at the following internet address: <http://www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html>. In the event MPO believes that the LPA Guidelines Manual doesn't clearly address a particular aspect of the planning activities work, MPO shall seek guidance or clarification from State's Local Project Section Engineer or State's Highway Planning Manager, and shall make its best effort to comply with such guidelines or clarification.

- 5.3 **Loss of Funding.** In order for MPO to receive federal funds for any part of the Eligible Planning Activities under this Agreement, MPO shall perform the services for all aspects of the Eligible Planning Activities, according to federal procedures and requirements. Although federal funds may be allocated to the Eligible Planning Activities, all or certain such activities may become ineligible for federal funds, if federal procedures and requirements are not met.

SECTION 6. SUSPENSION OR TERMINATION

State may suspend or terminate this Agreement in the event federal funds are not available, for any reason, to make reimbursements under this Agreement.

SECTION 7. FEDERAL AUDIT REQUIREMENT

- 7.1 The funding for the Eligible Planning Activities under this Agreement includes federal monies from the FHWA. According to the Single Audit Act Amendments of 1996 and the implementing regulations contained in 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F (hereinafter Part 200), the Part 200 Audit is required if the non-federal entity expends \$750,000 or more in total federal awards in a fiscal year. Non-federal entity means state and local governments and non-profit organizations.
- 7.2 MPO shall comply with the Single Audit mandate as described in Section 7.1. Any federal funds for MPO Eligible Planning Activities paid directly to contractors or consultants by State, on behalf of MPO, will be reported on State's schedule of expenditures of federal awards (SEFA) and need not be reported by MPO (as per FHWA's February 16, 2012, letter and State's February 24, 2012, letter). If a Part 200

audit is necessary, the expenditures related to the federal funds expended for the Eligible Planning Activities should be shown in the report's Schedule of Expenditures of the Federal Awards (SEFA).

- 7.3 If necessary, the Federal award information needed for the SEFA includes:

Federal Grantor: U.S. Department of Transportation – Federal Highway Administration

Pass-Through Grantor: Nebraska Department of Roads

Program Title: Highway Planning and Construction (Federal-Aid Highway Program)

CFDA Number: 20.205

Project Number: PL-1 (55)

- 7.4 If a Part 200 Audit is submitted by MPO, MPO shall notify the Nebraska Department of Roads, Highway Audits Manager, at P.O. Box 94759, Lincoln, NE 68509-4759 when the audit reporting package and the data collection form have been submitted to the Federal Audit Clearinghouse (FAC) website.

SECTION 8. FINANCIAL RESPONSIBILITY

8.1 TOTAL COSTS AND FUNDING COMMITMENTS

The total cost of the Eligible Planning Activities is \$179,129, as set out in the table below. The federal share \$143,303, is the sum of the carryover PL Funds from the last Fiscal Year \$29,986, and PL Funds from the upcoming Fiscal Year \$113,316. The amount of new and carryover PL Funds are estimated based on information available at the time of the agreement and are subject to change. The availability of the PL Funds is based on the continuation of existing funding levels. MPO has earmarked and has placed in its fiscal budget at least the amount of the local match. MPO's share may include both in kind services and a local match. The in-kind services for these Eligible Planning Activities are estimated to be \$0.

ESTIMATED FUNDING				
	Federal	Local Match	Non-MPO local Match	Total
Recipient (Agreement)				
GIAMPO VL1602, carryover	\$ 29,986	\$7,497	0	\$37,483
GIAMPO PL1702	\$113,316	\$28,329	0	\$141,645
Subcontractors (if applicable)				
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
Totals	\$143,303	\$35,826	\$	\$179,129

This Agreement may be supplemented if additional funding becomes available.

8.2 MPO'S FINANCIAL RESPONSIBILITY

MPO understands that payment for the costs of the Eligible Planning Activities, are the sole responsibility of MPO when Federal participation is not allowable or available or if the planning activities are subsequently determined to be ineligible for Federal-aid funding. Therefore, when the Federal government refuses to participate in the costs of the planning activities, MPO is responsible for all costs with no reimbursement under this Agreement.

8.3 REIMBURSEMENT OF COSTS INCURRED BY MPO

8.3.1 MPO incurred costs of Eligible Planning Activities may be reimburse with federal funds if:

- a. MPO submits an UPWP budget and FHWA approves such budget
- b. State has obtained federal funds obligation
- c. Eligible Planning Activities performed prior to July 1, 2017, and after June 30, 2018, are ineligible for Federal-aid reimbursement
- d. MPO obtains the approval of State and of FHWA prior to the purchase of any specialized equipment over \$5,000. Specialized equipment is equipment not ordinarily used or required in the regular administrative or planning operations of MPO. Such equipment must be required for and used primarily for Eligible Planning Activities. The cost of this specialized equipment must be reasonable as determined by State or FHWA

- e. MPO agrees to certify that items of equipment included in direct costs have been excluded from the indirect costs
 - f. MPO submits invoices no more frequently than monthly and no less often than quarterly and in accordance with this Agreement. MPO is responsible for submitting for reimbursement the total actual costs expended that are eligible for Federal-aid. State, on behalf of FHWA, will review the costs submitted and determine what costs are eligible for reimbursement. State will reimburse MPO for the Federal share of the eligible actual costs. MPO shall retain detailed cost records supporting all invoices for three (3) years after final cost settlement by FHWA and project closeout by the State. MPO shall submit those records to State upon request.
 - g. All Invoices are submitted on or before August 29, 2018.
- 8.3.2 MPO is required to submit their reimbursement requests electronically through State's invoice workflow system OnBase for review, approval, and payment. OnBase information, user guide, and instructional videos are available at <http://www.transportation.nebraska.gov/mat-n-tests/onbase/obinfo.html>. Reimbursement requests should be submitted to State's Highway Planning Manager. The reimbursement request must include the following:
- 1. Invoice – the invoice must include the following:
 - a. MPO name and address
 - b. Invoice number
 - c. Invoice date
 - d. Services provided to and from dates
 - e. Contact person for questions about the invoice
 - f. Breakdown of MPO's expenses
 - i. Direct Labor Costs (hours worked multiplied by the actual labor rate)
 - ii. Labor Fringe Benefits and/or if appropriate Indirect (Overhead) Costs
 - iv. Direct Non-Labor Costs
 - g. Federal balance due to MPO for the current period
 - h. Federal and Local share breakdown of the expenses
 - 2. NDOR Cost Breakdown Form (DR Form 162C or 162D); properly prepared, signed and dated. The form can be found on State's webpage at <http://www.transportation.nebraska.gov/rfp>.

3. Progress Report – must include the following in accordance with 23 CFR 420.117:
 - a. Comparison of actual performance with established goals
 - b. Progress in meeting schedules
 - c. Comparison of budgeted (approved) amounts and actual costs incurred.
Cost overruns and underruns
 - e. Approved planning program revisions, and
 - f. Other pertinent supporting data
 4. Breakdown of subcontractors/subconsultant expenses and Proof of Payment
(e.g. canceled checks or funds transfer)
- 8.3.3 It is understood that when utilizing PL Funds for travel expenses related to Eligible Planning Activities outside MPO area, MPO will submit detailed travel information to State either prior to the travel, or submitted with the PL billing statement. The reimbursement for meal and lodging rates shall be limited to the prevailing standard rate as indicated in the current website address for U.S. General Services Administration's (GSA) rates which is indicated below:
<http://www.gsa.gov/portal/category/100120>
- 8.3.4 State will perform an initial check to verify that all necessary documentation is accurate and complete. State will reimburse MPO for the Federal share of the actual costs of Eligible Planning Activities and will make a reasonable effort to pay MPO within thirty (30) days of State's receipt of MPO's reimbursement request.
- 8.3.5 The criteria contained in Part 31 of the Federal Acquisition Regulations System (48 CFR 31) will be applied to determine whether the costs incurred by MPO are allowable under this agreement, including any subcontractor/subconsultant agreements.
- 8.3.6 Oversight costs include: direct costs, such as compensation of MPO employees for their time devoted and related directly to the performance of the Eligible Planning Activities for which the federal-aid was approved; cost of materials consumed for the Eligible Planning Activities; and indirect costs, with an approved Indirect Cost Allocation Plan as outlined in the LPA Guidelines Manual.

8.4 AUDIT AND FINAL COST SETTLEMENT

- 8.4.1 The final settlement between State and MPO will be made after final funding review and approval by State and after an audit, if deemed necessary, has been performed to determine eligible actual costs.
- 8.4.2 If deemed necessary, an audit will be performed by State to determine whether the actual costs incurred for Eligible Planning Activities are eligible for reimbursement with federal funds. The Parties understand that the audit may require an adjustment of the reimbursement made under this Agreement. MPO agrees to reimburse State for any overpayments identified in the audit review, and State agrees to reimburse MPO for underpayments when appropriate.
- 8.4.3 If MPO's calculated share is more than the amount of local funds previously paid to State, State will bill MPO for the difference. MPO agrees to pay the amount due State within thirty (30) days of receipt of invoice.
- 8.4.4 If MPO's calculated share is less than the amount of local funds previously paid to State, State will reimburse MPO for the difference and will make a reasonable effort to pay MPO within thirty (30) days of the completion of the audit.

SECTION 9. PROCUREMENT OF ENGINEERING AND DESIGN RELATED SERVICES

MPO shall procure engineering design related services (as defined in 23 CFR 172.3) using the Qualifications Based Selection process set out in the LPA Guidelines Manual.

SECTION 10. PROFESSIONAL PERFORMANCE

It is understood by the Parties that MPO is solely responsible for all work product generated as part of the Eligible Planning Activities completed under this Agreement. Any review or examination by State, or acceptance or use of the work product of MPO or its consultant will not be considered to be a full and comprehensive review or examination and will not be considered an approval, for funding or for any other purpose, of the work product of MPO and its consultant which would relieve MPO from any expense or liability that would be connected with MPO's sole responsibility for the propriety and integrity of the work product to be accomplished by MPO or its consultant.

SECTION 11. INDEMNITY

MPO agrees to hold harmless, indemnify, and defend State and FHWA against all liability, loss, damage, or expense, including reasonable attorney's fees and expert fees that State or FHWA may suffer as a result of claims, demands, costs, or judgments arising out of MPO's work and the terms of this Agreement.

SECTION 12. CONFLICT OF INTEREST LAWS

12.1 MPO shall review the Conflict of Interest provisions of 23 CFR 1.33, 49 CFR 18.36(b)(3) and 2 CFR, and agrees to comply with all the Conflict of Interest provisions (including applicable State and local provisions) in order for the Eligible Planning Activities to remain fully eligible for State or Federal funding. MPO should review, understand and follow the instructions provided in the **NDOR CONFLICT OF INTEREST GUIDANCE DOCUMENT FOR LPA OFFICIALS, EMPLOYEES & AGENTS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS** located on State's website at the following location:

<http://www.transportation.nebraska.gov/gov-aff/lpa/chapter-forms/coi/coi-guidance-doc-lpa.pdf>

12.2 MPO must also complete, sign and submit to State's Highway Planning Manager, the **NDOR CONFLICT OF INTEREST DISCLOSURE FORM FOR LPAS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS**. This form is located on State's website at the following location:

<http://www.transportation.nebraska.gov/gov-aff/lpa/chapter-forms/coi/coi-disclosure-doc-lpa.pdf>

12.3 Consultants, subconsultants, agents, or representatives providing services for MPO's, or submitting proposals for services, shall submit to MPO and State's Highway Planning Manager a Conflict of Interest Disclosure Form for Consultants. Consultants, subconsultants, agents, or representative shall submit a revised form for any changes in circumstances, or discovery of any additional facts that could result in someone employed by, or who has an ownership, personal, or other interest with such entity or individual(s) having a real or potential conflict of interest on MPO federal-aid transportation planning activities.

SECTION 13. DRUG FREE WORKPLACE

MPO shall have an acceptable and current drug-free workplace policy on file with State.

SECTION 14. RECORDS RESPONSIBILITY

- 14.1 MPO shall maintain all correspondence, files, books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such material available at its office. These records shall be available at all reasonable times during the contract period and for at least three years from the date of final cost settlement by FHWA and project closeout by the State. Such records must be available for inspection by State and the FHWA, Federal Transit Administration, or any authorized representatives of the Federal government, and MPO shall furnish copies to those mentioned in this section when requested to do so.
- 14.2 Papers, interim reports, forms or other materials which are a part of the work under contract will not be copyrighted without written approval of State and Federal Highway Administration.
- 14.3 Either party to the Agreement may initiate a request for publication of the final or interim reports, or any portions thereof.
- 14.4 Publication by either party shall give credit to the other party and to the Federal Highway Administration. However, if State or Federal Highway Administration 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 State or Federal Highway Administration."
- 14.5 In the event of failure of agreement between State and MPO 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 nonoccurrence of the other party shall be set forth, if requested.
- 14.6 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.
- 14.7 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.

- 14.8 When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, a statement must be included in the paper and in the presentation of the effect that the paper had not been reviewed by the appropriate other party.

SECTION 15. FAIR EMPLOYMENT PRACTICES

If MPO performs any Eligible Planning Activities itself, MPO shall abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb.Rev.Stat. § 48-1101 to 48-1126, 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 the SECTION 19. TITLE VI NONDISCRIMINATION CLAUSES of this Agreement. The reference to "Contractor" in this section also means "MPO".

SECTION 16. DISABILITIES ACT

MPO 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.

SECTION 17. LAWFUL PRESENCE IN USA AND WORK ELIGIBILITY STATUS PROVISIONS

MPO agrees to comply with the requirements of Neb.Rev.Stat. § 4-108 to 4-114 with the Eligible Planning Activities, including, but not limited to, the requirements of § 4-114(2) to place in any contract it enters into with a public contractor a provision requiring the public contractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

SECTION 18. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

18.1 Policy

MPO 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 financed in whole or in part with Federal Funds under this Agreement.

18.2 Disadvantaged Business Enterprises (DBEs) Obligation

MPO and State 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 financed in whole or in part with Federal Funds provided under this Agreement. In this regard, MPO 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.

SECTION 19. TITLE VI NONDISCRIMINATION CLAUSES

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

19.1 Compliance with Regulations:

MPO 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.

19.2 Nondiscrimination:

MPO, 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 subcontractors, including procurements of materials and leases of equipment. MPO shall 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.

19.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations either by competitive bidding or negotiation made by MPO for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by MPO of MPO's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.

19.4 Information and Reports:

MPO 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 State 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, MPO shall so certify to State, or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

19.5 Sanctions for Noncompliance:

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

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

19.6 Incorporation of Provisions:

MPO shall include the provisions of sections 19.1 through 19.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. MPO shall take such action with respect to any subcontract or procurement as State 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 subcontractor or supplier as a result of such direction, MPO may request State to enter into such litigation to protect the interests of State, and in addition, MPO may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 20. ENTIRE AGREEMENT

This Agreement embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than contained herein, and this Agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

SECTION 21. CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

21.1.1 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.

21.1.2 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 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.

21.1.3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, subgrants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

21.2 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 Section 1352, Title 31, U.S. 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.

SECTION 22. PAPERWORK REDUCTION ACT PUBLIC BURDEN STATEMENT

A Federal agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a current valid OMB control number. The OMB Control No. for this information collection is 2105-0555. The information requested on this form is being collected and disseminated by the U.S. Department of Transportation, Office of the Secretary as a courtesy to the public. Public burden reporting for this collection of information is

estimated to be 15 minutes per response, including time for reviewing instructions, and completing and reviewing the collection of information. All responses to this collection are mandatory. Send comments regarding the burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to: Information Collection Clearance Office, US Department of Transportation, Office so Small and Disadvantaged Business Utilization, Financial Assistance Division, 1200 New Jersey Ave., S.E., 5th Floor, W56-448, Washington, DC 20590.

SECTION 23. PRIVACY ACT STATEMENT

The Privacy Act requires that we provide you with the following information regarding our use of your Personally Identifiable Information. The information on this form is solicited under the authority of Title 49 U.S.C. 332(b)(3)(4)(5) which authorizes DOT OSDBU to assist Disadvantage Business Enterprises and Small and Disadvantaged Businesses in acquiring access to working capital and to debt financing, in order to obtain transportation related contracts funded by DOT. STLP loans are provided through lenders that serve as STLP Participating Lenders (PL). The PLs enter into a Cooperative Agreement with DOT's OSDBU. The STLP is subject to budgeting and accounting requirements of the Federal Credit Reform Act of 1990 (FCRA). The PL must carry out processes to activate, monitor, service and close out STLP loans. To fulfill the requirements of FCRA, the PL submits reports and the forms to OSDBU. Provisions of the requested information are voluntary; however it is a requirement of the Cooperative Agreement.

IN WITNESS WHEREOF, the Parties hereby execute this agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED by the MPO this ____ day of _____, 2017.

WITNESS:

City of Grand Island MPO

RaNae Edwards

Jeremy Jensen

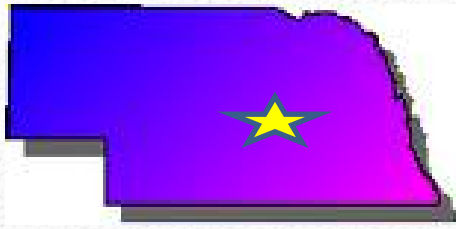
Grand Island City Clerk

Mayor of Grand Island

EXECUTED by the State this ____ day of _____, 2017.

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Ryan Huff, P.E.

Intermodal Planning Engineer



Grand Island Area Metropolitan Planning Organization (GIAMPO)

FY 2018 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.

APPROVED ON MAY 23, 2017 BY THE GIAMPO POLICY BOARD (RESOLUTION 2017-6)

**Grand Island Area Metropolitan Planning Organization (GIAMPO)
Unified Planning Work Program for Fiscal Year 2018**

Policy Board Members

Chair – Jeremy L. Jensen

Vice-Chair – Chuck Haase

MPO Director/Secretary – John Collins

Mayor: Jeremy L. Jensen

Grand Island Council Members: Vaughn Minton, Mike Paulick, Julie Hehnke, Chuck Haase

County Board Members: Doug Lanfear, Gary Quandt

Planning Commission Chair: Pat O'Neill

Nebraska Department of Roads Director: Kyle Schneweis

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: Marlan Ferguson, John Collins, Terry Brown, Chad Nabity

Nebraska Department of Transportation: Noel Salac, Wes Wahlgren

Federal Transit Administration: Mark Bechtel

Federal Highway Administration: Justin Luther

Technical Committee Members

Chair – Chad Nabity

Vice Chair – Terry Brown

MPO Director/Secretary – John Collins

Grand Island Public Works Director: John Collins

Grand Island City Administrator: Marlan Ferguson

Grand Island Manager of Engineering Services: Terry Brown

Hall County Regional Planning Director: Chad Nabity

Hall County Public Works Director: Casey Sherlock

Two representatives from NDOR; one designated by the Planning and Development Engineer and the District

Four Engineer: Noel Salac, Wes Wahlgren

Merrick County Public Works Director or Highway Superintendent: Mike Meyer

One representative from the Village of Alda: Ramona Schafer

Ex-Officio (non-voting) Members:

FHWA Nebraska Division Transportation Planner or designee: Justin Luther

FTA Region VII Transportation Planner or designee: Mark Bechtel, Logan Daniels, Daniel Nguyen

NDOR Local Projects Division Urban Engineer: Larry Legg

Grand Island Finance Director: Renae Griffiths

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: Kyle Nodgaard, Kelli O'Brien

One representative from the Grand Island Area Chamber of Commerce: Cindy Johnson

One representative from the Grand Island Area Economic Development Corporation: Mary Berlie

The Board of the Central Nebraska Regional Airport may appoint one representative: Mike Olson

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General Acronyms

ADA	Americans with Disabilities Act
AICP	American Institute of Certified Planners
AMPO	Association of Metropolitan Planning Organizations
APA	American Planning Association
CFR	Code of Federal Regulations
DOT	Department of Transportation
FAST Act	Fixing America's Surface Transportation Act
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
FY	Fiscal Year
GIAMPO	Grand Island Area Metropolitan Planning Organization
GIS	Geographical Information System
HPMS	Highway Performance Management System
LEP	Limited English Proficiency
L RTP	Long Range Transportation Plan
MAP-21	Moving Ahead for Progress in the 21 st Century Act
MPA	Metropolitan Planning Area
MPO	Metropolitan Planning Organization
NDOR	Nebraska Department of Roads
ONE DOT	Federal Highway Administration and Federal Transit Administration
PEA	Planning Emphasis Areas
PPP	Public Participation Plan
TAC	Technical Advisory Committee

TIP	Transportation Improvement Program
TrAMS	Transit Award Management System
UPWP	Unified Planning Work Program
3-C	Continuing, Cooperative, and Comprehensive

Introduction

What is the UPWP?

The purpose of the Unified Planning Work Program (UPWP) is to provide the citizens of the Grand Island Area Metropolitan Planning Organization (GIAMPO) and all partnering governing bodies with an outline of the Metropolitan Planning Organization's (MPO) planned work activities for fiscal year 2018 (July 1, 2017 to June 30, 2018). The UPWP is a budget document prepared annually, and it may be amended by the GIAMPO Policy Board as priorities and activities change.

The UPWP provides guidance and serves as a management mechanism for scheduling, budgeting, and evaluating the planning activities of GIAMPO. The UPWP defines the major administrative and technical work elements for a specific planning year and identifies the major sources of funding for these projects. The primary purpose of the UPWP is to ensure adherence to/compliance with provisions of 23 CFR 450. The UPWP guides GIAMPO in completing the work elements that lead to the development and implementation of the Long Range Transportation Plan (LRTP) and Transportation Improvement Program (TIP).

The work elements defined in the UPWP are reviewed and approved by GIAMPO, ONE DOT (Federal Highway Administration and Federal Transit Administration), and the Nebraska Department of Roads (NDOR) who in turn have designated the City of Grand Island as the contracting agent responsible for administering and performing these elements approved within the program.

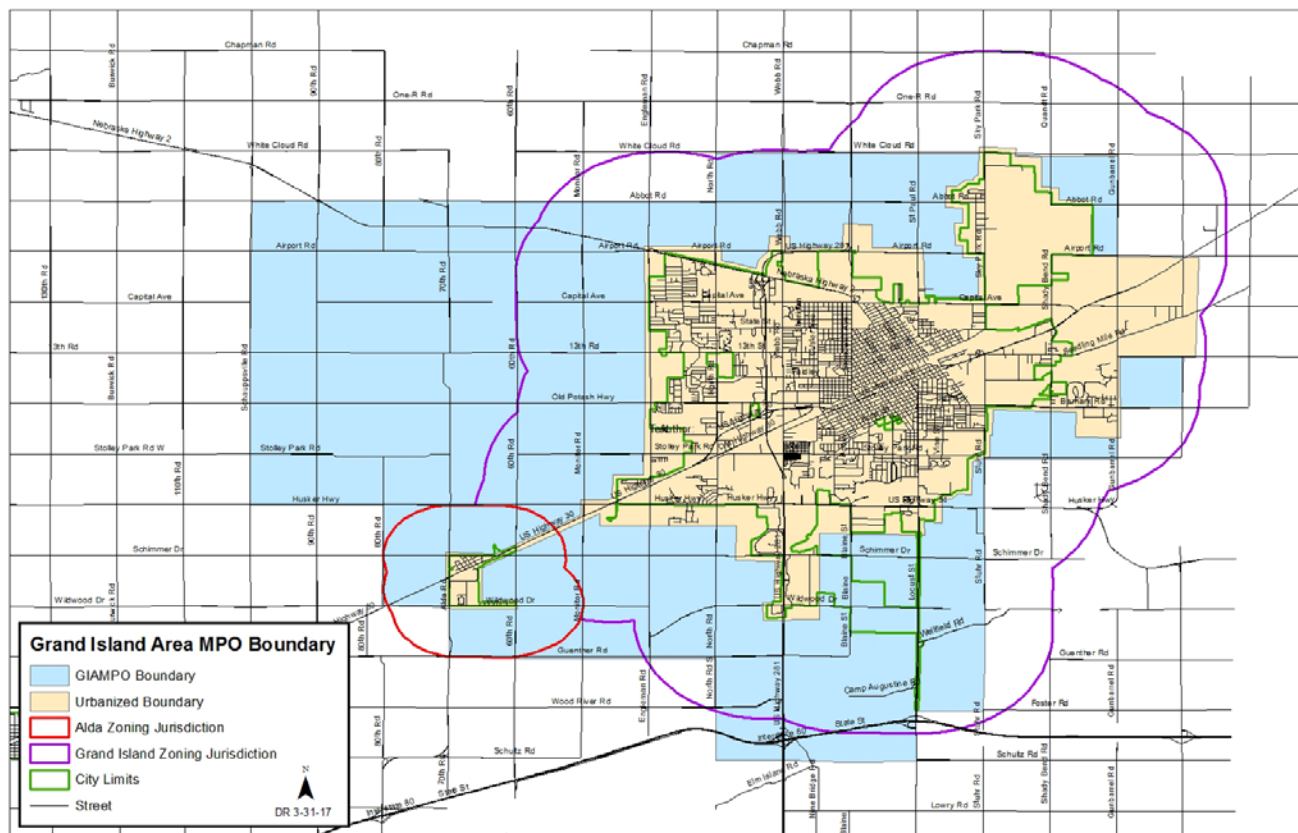
What is GIAMPO?

The Grand Island Area Metropolitan Planning Organization (GIAMPO) is the federally required Metropolitan Planning Organization (MPO) to carry out the Continuing, Cooperative, and Comprehensive (3-C) transportation planning process for the Grand Island metropolitan region. Responsibilities of GIAMPO include, but are not limited to:

- Providing the forum for local decision-making on transportation issues of a regional nature.
- Encouraging and seeking public involvement throughout the planning and development of the area's transportation plans and programs.
- Facilitating the development of all planning elements for the Metropolitan Planning Area
- Submitting transportation planning documents to the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and NDOR.

GIAMPO is responsible for transportation planning activities within a geographic area identified as the Metropolitan Planning Area (MPA). GIAMPO's MPA is comprised of the City of Grand Island, Village of Alda, portions of Hall County, and a portion of west Merrick County. The MPA is shown in **Figure 1**.

Figure 1 – GIAMPO Metropolitan Planning Area (MPA)



GIAMPO's structure is formed by two designed committees – Policy Board and Technical Advisory Committee (TAC). GIAMPO staff provides support to these committees.

Policy Board

The Policy Board is the governing body of GIAMPO. It is comprised of mostly elected officials that establish the overall policy direction for GIAMPO's planning activities. The Policy Board has the final responsibility of these activities, and it approves the MPO work products such as the UPWP, LRTP, and TIP.

Technical Advisory Committee

The Technical Advisory Committee (TAC) is a staff-level committee, which advises the Policy Board on technical matters related to MPO work products, transportation policies, and other technical studies and plans considered by GIAMPO. The TAC can establish subcommittees to provide technical and recommendations to them on transportation-related projects or issues. In 2016, a Bicycle and Pedestrian Advisory subcommittee was established for the GIAMPO Bicycle and Pedestrian Master Plan.

Staff

The GIAMPO 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 MPO Program Manager supported by the Director of Public Works/City Engineer and the Public Works staff in conjunction with the Director of the Hall County Regional Planning Department, and various administrative staff.

MPO FY 2018 Staff Time Estimates

Staff (equivalent staff time) Estimated	Staff Months	Est. Hours
Professional Staff (MPO Program Manager) - Direct	11.0	1,904
Administrative Staff (Administrative Assistance) - Direct	0.1	25

Federal Requirements for Transportation Planning

The *Fixing America's Surface Transportation Act* or "FAST Act", became law on December 4, 2015, and continues the Metropolitan Planning program. This program continues the federal requirement of the metropolitan transportation planning process to be continuous, cooperative, and comprehensive. The FAST Act includes ten (10) factors required for consideration in the planning process. The UPWP includes work activities to be accomplished over fiscal year 2018 which will address these factors. The ten (10) factors are the following:

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency;
2. Increase the safety of the transportation system for motorized and non-motorized users;
3. Increase the security of the transportation system for motorized and non-motorized users;
4. Increase the accessibility and mobility options available to people and for freight;
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
7. Promote efficient system management and operation;
8. Emphasize the preservation of the existing transportation system;
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation; and
10. Enhance travel and tourism.

Planning Emphasis Areas

The FHWA and FTA have jointly issued Planning Emphasis Areas (PEAs) for federal fiscal year 2016 that are planning areas the MPOs and State Departments of Transportation (DOTs) are to address as they develop their planning work programs. Listed here are the three strategic objectives for surface transportation that highlight current transportation planning regulations.

Transition to Performance Based Planning and Programming – This is the implementation of a performance management approach to transportation planning and programming.

Promote Cooperation and Coordination across Transit Agency, MPO, and State Jurisdictions – This is to be a coordinated approach with State DOTs, MPOs, and providers of public planning to improve the effectiveness of transportation decision-making that better supports common goals.

Access to Essential Services (Ladders of Opportunity) – The transportation planning process is used to develop and implement analytical methods that identify gaps in the connectivity of the transportation system and develop infrastructure and operational solutions that provide adequate access to essential services.

FY 2017 GIAMPO Accomplishments

The items listed below are the major activities completed during the previous fiscal year:

- Approved amendments to the Long Range Transportation Plan, FY 2016-2020 Transportation Improvement Program, FY 2017 UPWP, and Public Participation Plan
- Adopted the FY 2018-2022 Transportation Improvement Program for the GIAMPO Metropolitan Planning Area
- Adopted the GIAMPO Americans with Disabilities Act (ADA) Self-Evaluation Plan
- Acquired approval on the FTA 5307 grant application for transit operations in the Grand Island Urbanized Area for the period between July 1, 2016 to June 30, 2017
- Began the Regional Transit Needs Assessment and Feasibility Study
- Started the GIAMPO Bicycle and Pedestrian Master Plan

MPO FY 2018 Work Elements

The following pages detail the work elements that GIAMPO will undertake in FY 2018. These elements are divided into Unified Planning Work Program, Transportation Improvement Program, Public Participation Plan, Short Range Planning Activities, Long Range Transportation Plan, Transit Planning, and Administration/System Management.

Element A - Unified Planning Work Program (UPWP)

Purpose: Develop and maintain the annual UPWP and budget

Previous Work:

- Approved FY 2017 UPWP, including Amendment No. 1 and one Administrative Modification

Activities:

- Evaluate the status of work elements in the FY 2018 UPWP
- Maintain the FY 2018 UPWP and budget through Amendments and Administrative Modifications, as necessary
- Maintain the annual FHWA PL and Section 5305 grant contracts and any subsequent amendments
- Coordinate with planning partners regarding UPWP activities
- Prepare a "DRAFT" FY 2019 UPWP and submit it to NDOR by April 16, 2018
- Finalize and adopt the FY 2019 UPWP and budget by July 1, 2018

End Products:

- Amendments and Administration Modifications to the FY 2018 UPWP as needed
- Annual "DRAFT" FY 2019 UPWP
- Annual "FINAL" FY 2019 UPWP

<u>Budget - 150 MPO Program Manager Hours</u>	<u>Costs</u>	<u>Schedule</u>
FY 2018 UPWP and Budget Amendments/Admin Modifications	\$ 1,758.30	Ongoing
"DRAFT" FY 2019 UPWP	\$ 6,154.05	3 rd /4 th Quarters
"FINAL" FY 2019 UPWP	\$ 879.15	4 th Quarter
Other Direct	<u>\$ 500.00</u>	
Total Budget	\$ 9,291.50	

Element B - Transportation Improvement Program (TIP)

Purpose:

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.

Previous Work:

- Adopted the FY 2016-2020 TIP, including Amendment No. 1, Amendment No. 2, and one Administration Modification

Activities:

- Meet with stakeholders, decision-makers, and citizens concerning the TIP process and the TIP Program, when needed. This includes the development and 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.
- Evaluate the status of projects in the FY 2018-2022 TIP
- Maintain the FY 2018-2022 TIP through Amendments and Administrative Modifications, as necessary
- Prepare the FY 2019-2023 TIP, which includes the self-certification of the MPO Planning Process
- 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

End Products:

- Amendments and Administrative Modifications to the FY 2018-2022 TIP as needed
- Final "Draft" FY 2019-2023 TIP adopted by May 23, 2018
- Final "Draft" FY 2019-2023 TIP submitted to NDOR by June 15, 2017
- Annual Posting of projects and status of year 1 of the previous TIP on GIAMPO's website

<u>Budget - 170 MPO Program Manager Hours</u>	<u>Costs</u>	<u>Schedule</u>
FY 2018-2022 TIP Amendments/Admin Modifications	\$ 1,494.56	Ongoing
Grand Island's 1 and 6 Year Road Plan	\$ 996.37	2 nd Quarter
TIP Policy/Selection Process	\$ 996.37	3 rd /4 th Quarters
Approved FY 2019-2023 TIP	\$ 4,981.85	4 th Quarter
Federal/State Funds Expended Prior Year Publication	\$ 1,494.55	3 rd Quarter
Other Direct	<u>\$ 500.00</u>	
Total Budget	\$ 10,463.70	

Element C – Public Participation Plan (PPP)

Purpose:

Conduct public involvement activities in accordance with the Public Participation Plan (PPP) to effectively and continuously engage public input for the transportation planning process.

Previous Work:

- Continued making updates and enhancements to the GIAMPO website
- Published notices for meetings and public comment periods of MPO work products
- Conducted public comment periods for MPO work products

- Approved PPP No. 1
- Adopted the ADA Self-Evaluation and Transition Plan
- Adopted the Title VI Implementation Plan

Activities:

- Continuing education about the MPO and the purpose of the MPO. This will be done with media interviews, G1TV, and public speaking engagements with civic groups, as requested.
- The GIAMPO website will be maintained for meeting notices and information regarding transportation planning activities that affect the region.
- Maintenance and updating of social media sites such as Facebook and Twitter to inform interested parties on transportation planning activities
- Amend and revise the PPP as needed
- Maintain the Title VI Implementation Plan
- Attend public information meetings for transportation improvement projects and/or studies (as needed)
- Conduct public comment periods for MPO work products
- Publish notices for meetings and public comment periods of MPO work products
- Initiate the development of the Limited English Proficiency (LEP) Plan

End Product

- Continue to update GIAMPO website
- Continue to update social media sites
- Amendments to the PPP as needed
- LEP Plan

Budget - 200 MPO Program Manager Hours	Costs	Schedule
Title VI Mitigation/Assessment	\$ 4,102.70	Ongoing
PPP Review	\$ 2,344.40	Ongoing
Website Development/Maintenance	\$ 2,930.50	Ongoing
MPO Education	\$ 2,344.40	Ongoing
Other Direct	<u>\$ 2,500.00</u>	
Total Budget	\$ 14,222.00	

Element D – Short Range Planning

Purpose:

Carry out ongoing short range planning activities like mapping, data collection and maintenance, highway functional classification, and performance measures.

Previous Work:

- Updated Highway Functional Classification System
- Data interpretation
- Compiled data for GIAMPO planning area
- Attended the MAP-21 Transportation Performance Management Overview
- Attended the FHWA's Safety Target Setting Coordination Training Workshop
- Prepared maps for FY 2018 UPWP and FY 2018-2022 TIP

Activities:

- Coordinate with NDOR and other agencies in obtaining data for the GIAMPO planning area
- Review and update the Highway Function Classification System in coordination with NDOR as needed
- Assist NDOR in Highway Performance Management System (HPMS) data collection (i.e. traffic data collection)
- Provide technical assistance to local and state jurisdictions for their transportation projects as needed
- Perform the following activities relating to performance measures:
 - Develop performance measures and targets in coordination with FHWA, FTA, and NDOR
 - Conduct data collection and analysis related to transportation performance measures
- Work with City of Grand Island's GIS Coordinator to develop and/or update datasets for the City's Geographical Information System (GIS) including roads, sidewalks, bicycle routes, trails, traffic counts, crashes, etc.
- Work with City of Grand Island's GIS Coordinator to prepare maps for analysis, presentation, and work products

End Products

- Updated Highway Function Classification System
- Purchase of traffic counting equipment and supplies

Budget - 120 MPO Program Manager Hours	Costs	Schedule
Performance Measures	\$ 2,109.96	Ongoing
Data Collection	\$ 1,758.30	Ongoing
GIS Database	\$ 1,758.30	Ongoing
Mapping	\$ 1,406.64	Ongoing
Other Direct	\$ 500.00	
Total Budget	\$ 7,533.20	

Element E– Long Range Transportation Plan (LRTP)**Purpose:**

Implement and maintain the LRTP with regards to the intent and requirements of the FAST Act and guidance by the FHWA, FTA, and NDOR. This work element will support transportation activities recommended by the LRTP that lead to the development of an integrated multimodal transportation system to facilitate the safe and efficient movement of people and goods.

Previous Work:

- Reviewed TIP projects to ensure that TIP was consistent with the LRTP
- Approved LRTP Amendment No. 1
- Migrated the regional travel demand model to the MPO
- Completed the following activities for the Bicycle and Pedestrian Master Plan – developed and solicited a Request for Proposal, selected a consultant, and started the project

Activities:

- Through the development of the LRTP, the need was identified to conduct a bicycle and pedestrian study for the Grand Island urbanized area. During FY 2018, GIAMPO will complete a Bicycle and Pedestrian Master Plan, which includes working with the GIAMPO Bicycle and Pedestrian Advisory Committee.

- Coordinate with NDOR's Goods and Freight Movement Planning activities such as serving on the State Freight Advisory Committee. This activity supports the GIAMPO LRTP goal to improve vehicle mobility and connectivity, which supports economic vitality of the Grand Island area.
- Maintain and refine the regional travel demand model as new data is available
- Amend and/or revise the LRTP as necessary
- Coordinate FAST Act performance measures with FHWA, FTA, and NDOR and continue working on the performance monitoring and reporting required by the FAST Act for inclusion with the next LRTP Update.

End Products:

- LRTP Amendments and/or Revisions
- Bicycle and Pedestrian Master Plan
- Travel Demand Model Maintenance

Budget - 324 MPO Program Manager Hours	Costs	Schedule
Master Bike/Ped Plan – Support Consultant	\$ 5,696.89	1 st /2 nd Quarters
Master Bike/Ped Plan – Professional Services	\$ 80,000.00	1 st /2 nd Quarters
NDOR Freight Planning	\$ 3,797.93	1 st /2 nd Quarters
Travel Demand Model Maintenance	\$ 1,898.96	Ongoing
Amendment and/or Revisions to the LRTP	\$ 7,595.86	Ongoing
Other Direct	\$ 500.00	
Total Budget	\$ 99,489.64	

Element F – Transit Planning

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 Public Transportation to continue to operate services using unexpended FTA 5311(Rural) funds during a transitional period. In July 2016, the City approved an interlocal agreement where the City will provide public transit services within the City of Grand Island and Hall County through contract services with Hall Public County Transportation (dba Senior Citizens Industries, Inc.) up to a three year period. During FY 2017, GIAMPO began a Regional Transit Needs and Feasibility Study. This study will recommend preferred transit alternatives for the Grand Island urbanized area and rural areas in Hall County.

This work element will conduct and coordinate the planning activities of the City Transit Program to meet applicable federal, state, and municipal requirements.

Previous Work:

- Completed the following activities for the Regional Transit Needs Assessment and Feasibility Study – developed and solicited a Request for Qualifications, selected a consultant, and started the project
- Prepared FTA grant applications for the following activities:
 - Transit operations in the Grand Island Urbanized area from July 1, 2016 to June 30, 2017
 - Transit operations in the Grand Island Urbanized area from July 1, 2017 to June 30, 2018
 - Transit Program Manager position
- Developed a DBE Program and Goal document for the City of Grand Island
- Provided coordination and support with region's transit services provider
- Completed quarterly TrAMS reports to FTA
- Completed the Local Government Transit Survey for the Statewide Mobility Management project

- Attended FTA and/or NDOR related meetings such as the Mobility Management Coordinating meeting
- Adopted transit performance measures and targets for asset management

Activity:

- Perform a Regional Transit Needs and Feasibility Study. This study will identify transit needs and “Ladders of Opportunity”, and how best to address those needs within the MPO study area. At the conclusion of this study, preferred transit alternatives will be recommended for a five year period.
- Provide administration of planning grants for local transit, including grant preparation and financial and grant management
- Prepare transit elements for the FY 2019 UPWP and FY 2019-2023 TIP
- Complete and submit quarterly TrAMS reports to FTA
- Provide coordination and support with region’s transit services provider
- Attend relevant trainings, workshops, conferences, webinars, and other educational opportunities that include; but not limited to:
 - National Transit Institute
 - FTA
- Participate in the transit triennial review

End Product:

- Development of a Transition Plan and recommendations with timelines, expected funding and procurement policies
- Submittal and management of grants

<u>Budget – 480 MPO Program Manager Hours</u>	<u>Costs</u>	<u>Schedule</u>
Transit Needs Analysis – Support Consultant	\$ 11,253.12	1 st /2 nd Quarters
Transit Needs Analysis – Professional Services	\$125,000.00	1 st /2 nd Quarters
Grant Administration	\$ 5,626.56	Ongoing
Transit Elements of UPWP and TIP	\$ 2,813.28	Ongoing
Transit Services Provider Coordination and Support	\$ 8,439.84	Ongoing
Other Direct (Training, Travel, Misc.)	<u>\$ 1,500.00</u>	Ongoing
Total Budget	\$154,632.80	

Element G – Administration/Systems Management

Purpose:

Carry out the administrative duties of the MPO. Activities include organizing meetings, producing agenda, minutes, committee support, coordination of agencies, and the general administration of the MPO. In addition, attend various meetings, conferences, workshops and training.

Previous Work:

- Held Policy Board and TAC meetings, including preparing agendas, minutes, and supporting documents
- Attended MPO Annual Coordination meeting and MPO Quarterly Coordination meetings
- Set meeting schedules for the Policy Board and TAC for calendar year 2017
- Held monthly GIAMPO staff meetings, including preparing agendas and supporting documents
- Attended Complete Streets Action Team meetings
- Attended Grand Island Walkability Leadership meetings
- Attended NDOR Freight Advisory Committee meetings
- Attended FHWA-NHI training courses including MAP-21 Transportation Performance Management Overview (including FAST Act Updates) and Freight & Transportation Logistics

- Hired the new MPO Program Manager on July 18, 2016
- Established reporting and invoicing practices for the transportation planning program
- Prepared quarterly progress reports and associated reimbursement requests to NDOR
- Provided for office equipment for the MPO staff

Activities:

- Support the Policy Board, TAC, and Bicycle and Pedestrian Advisory Committee (MPO subcommittee) with meeting packet development, distribution, and other meeting support and administrative duties
- 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
- Attend relevant trainings, workshops, conferences, webinars, and other educational opportunities that include; but not limited to:
 - National Highway Institute
 - FHWA
 - American Planning Association (APA)
 - Association of Metropolitan Planning Organizations (AMPO)
 - Nebraska Chapter of APA annual conference and other workshops
- Prepare for and/or attend relevant transportation-related meetings that include; but not limited to:
 - GIAMPO staff meetings
 - MPO Annual Coordination meeting and MPO Quarterly Coordination meetings
 - NDOR-related meetings
 - Complete Streets Action Team meetings
 - Grand Island Walkability Leadership meetings
- Prepare for and/or attend employee-related activities such as performance evaluation, work benefits, etc.
- Purchase TransCAD technical support and software maintenance for a period of one year

End Product:

- Meeting agendas, minutes, and support documents for Policy Board, TAC, and Bicycle and Pedestrian Advisory Committee
- Quarterly reimbursement requests and progress reports
- General Administration of the established 3-C Transportation Planning Process for GIAMPO. This includes attending educational opportunities, transportation-related meetings, and employee-related activities.

<u>Budget - 485 MPO Program Manager/Admin Staff Hours</u>	<u>Costs</u>	<u>Schedule</u>
Direct		
Prepare Meetings for Policy Board, TAC, and Bicycle and Pedestrian Advisory Committee	\$ 5,571.22	Ongoing
Meeting Minutes and Other Documentation	\$ 4,178.41	Ongoing
Manage Funding Streams and Budget	\$ 6,964.03	Ongoing
General Administration of GIAMPO	<u>\$ 11,142.44</u>	Ongoing
	\$ 27,856.10	
Other Direct		
Office Supplies, Phone, Advertisement, Misc.	\$ 2,500.00	
Software Maintenance/Support TransCAD	\$ 1,200.00	
Individual and Organizational Membership Fees		

with APA, AICP, and AMPO	\$ 800.00
Training/Conferences/Meetings – registration fees, travel, lodging, meals, etc.)	<u>\$ 1,772.61</u>
	\$ 6,272.61
Total Budget	\$ 34,128.71

Total UPWP Budget

It is anticipated that the cost of implementing this UPWP for GIAMPO will be **\$329,761.55**, during FY 2018. Based on the formula funding for MPOs in Nebraska, in FY 2018 GIAMPO is eligible for up to \$143,303.00 Federal Highway Planning funds and \$27,875.00 Federal Transit Section 5305 funds for staffing and other expenses. An additional \$100,000.00 Federal Transit Section 5307 is programmed for a Transit Needs Analysis. The City of Grand Island, by agreement, provides at least a 20% match. Total revenue for the MPO planning program equals **\$338,972.50**.

Grand Island Area Metropolitan Planning Organization

DISTRIBUTION OF COSTS BY WORK ELEMENT

FY 2018 UPWP

FY 2018 FEDERAL HIGHWAY ADMINISTRATION (FHWA) PL - PROGRAM COSTS

July 1, 2017 - June 30, 2018

Project Number - TBD, Control Number - TBD, Agreement No. - TBD

Category	Cost Category	Est. Work Hours	Total	NE Federal	Grand Island	Total
				80%	20%	100%
UPWP						
	Direct Labor - MPO Program Manager	150	5,320.50	4,256.40	1,064.10	5,320.50
	Fringe/Indirect - MPO Program Manager		3,471.00	2,776.80	694.20	3,471.00
	Other Direct		500.00	400.00	100.00	500.00
	Total Unified Planning Work Program		\$9,291.50	\$7,433.20	\$1,858.30	\$9,291.50
TIP						
	Direct Labor - MPO Program Manager	170	6,029.90	4,823.92	1,205.98	6,029.90
	Fringe/Indirect - MPO Program Manager		3,933.80	3,147.04	786.76	3,933.80
	Other Direct		500.00	400.00	100.00	500.00
	Total Transportation Improvement Program		\$10,463.70	\$8,370.96	\$2,092.74	\$10,463.70
PPP						
	Direct Labor - MPO Program Manager	200	7,094.00	5,675.20	1,418.80	7,094.00
	Fringe/Indirect - MPO Program Manager		4,628.00	3,702.40	925.60	4,628.00
	Other Direct		2,500.00	2,000.00	500.00	2,500.00
	Total Public Participation Plan		\$14,222.00	\$11,377.60	\$2,844.40	\$14,222.00
Short Range Planning						
	Direct Labor - MPO Program Manager	120	4,256.40	3,405.12	851.28	4,256.40
	Fringe/Indirect - MPO Program Manager		2,776.80	2,221.44	555.36	2,776.80
	Other Direct		500.00	400.00	100.00	500.00
	Total Short Range Studies		\$7,533.20	\$6,026.56	\$1,506.64	\$7,533.20
L RTP						
	Direct Labor - MPO Program Manager	324	11,492.28	9,193.82	2,298.46	11,492.28
	Fringe/Indirect - MPO Program Manager		7,497.36	5,997.89	1,499.47	7,497.36
	Bike/Ped Master Plan - Outside Consultant Service		80,000.00	64,000.00	16,000.00	80,000.00
	Other Direct		500.00	400.00	100.00	500.00
	Total Long Range Transportation Plan		\$99,489.64	\$79,591.71	\$19,897.93	\$99,489.64
Transit Planning						
	Direct Labor - MPO Program Manager	480	17,025.60	13,620.48	3,405.12	17,025.60
	Fringe/Indirect - MPO Program Manager		11,107.20	8,885.76	2,221.44	11,107.20
	Transit Needs Analysis - Outside Consultant Service 5307		125,000.00	100,000.00	25,000.00	125,000.00
	Other Direct		1,500.00	1,200.00	300.00	1,500.00
	Total Transit Planning		\$154,632.80	\$123,706.24	\$30,926.56	\$154,632.80
Administration/System Management						
	Direct Labor - MPO Program	460	16,316.20	13,052.96	3,263.24	16,316.20
	Fringe/Indirect - MPO Program Manager		10,644.40	8,515.52	2,128.88	10,644.40
	Direct Labor - Administrative Assistance	25	709.75	567.80	141.95	709.75
	Fringe/Indirect - Administrative Assistance		185.75	148.60	37.15	185.75
Other Direct	Office Supplies, Phone, Misc.		2,500.00	2,000.00	500.00	2,500.00
	Software Maintenance/Support TransCAD		1,200.00	960.00	240.00	1,200.00
	Individual and Organizational Membership Fees		800.00	640.00	160.00	800.00
	Training/Conferences/Meetings		1,772.61	1,418.09	354.52	1,772.61
	Total Administration/System Management		\$34,128.71	\$27,302.97	\$6,825.74	\$34,128.71
FHWA 2018	Direct Labor FHWA	1449	51,219.03	40,975.22	10,243.81	51,219.03
	Fringe/Indirect FHWA		33,137.11	26,509.69	6,627.42	33,137.11
	Other Direct (includes Bike/Ped Master Plan - Consultant)		90,772.61	72,618.09	18,154.52	90,772.61
FHWA FY 2018	Grand Total FHWA PL UPWP		\$175,128.75	\$140,103.00	\$35,025.75	\$175,128.75

FTA 2018	Direct Labor FTA	480	17,025.60	13,620.48	3,405.12	17,025.60
	Fringe/Indirect FTA		11,107.20	8,885.76	2,221.44	11,107.20
	Other Direct (includes Transit Needs Study - Consultant)		126,500.00	101,200.00	25,300.00	126,500.00
FTA FY 2018	Grand Total FTA Section 5305		\$154,632.80	\$123,706.24	\$30,926.56	\$154,632.80

NOTES:

Total Highway Planning Federal Highway Planning - FHWA

\$175,128.75	\$140,103.00	\$35,025.75	\$175,128.75
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Total Transit Federal Transit Administration

\$154,632.80	\$123,706.24	\$30,926.56	\$154,632.80
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Total FY 2018 UPWP

\$329,761.55	\$263,809.24	\$65,952.31	\$329,761.55
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FHWA Available Revenue

\$179,128.75	\$143,303.00	\$35,825.75	\$179,128.75
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FTA Available Revenue

\$34,843.75	\$27,875.00	\$6,968.75	\$34,843.75
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FTA Carry Over 5307

\$125,000.00	\$100,000.00	\$25,000.00	\$125,000.00
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Remaining FHWA Funds

\$4,000.00	\$3,200.00	\$800.00	\$4,000.00
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Remaining FTA Funds

\$5,210.95	\$4,168.76	\$1,042.19	\$5,210.95
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Total Program Funds Remaining

\$9,210.95	\$7,368.76	\$1,842.19	\$9,210.95
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RESOLUTION 2017-169

WHEREAS, the Grand Island Area Metropolitan Planning Organization (GIAMPO) in cooperation with the Nebraska Department of Roads has prepared a Unified Planning Work Program (UPWP) for the purpose of assisting the LPA in obtaining Federal approval and financial assistance to ensure a continued, comprehensive, and cooperative transportation planning process between the state and local governments for the Grand Island Metropolitan Planning Area for Fiscal Year 2018; and

WHEREAS, the total cost reimbursable under such agreement is currently estimated to be \$179,129.00, with the federal share estimated at \$143,303.00 and the MPO share estimated at \$35,826.00 for Fiscal Year 2018, which begins July 1, 2017 and ends June 30, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Unified Planning Work Program (UPWP) for the Grand Island Metropolitan Planning Area for Fiscal Year 2018 is hereby approved.

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Adopted by the City Council of the City of Grand Island, Nebraska, June 13, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
June 9, 2017	▣ City Attorney