



City of Grand Island

Tuesday, June 14, 2022

Council Session

Item G-9

#2022-157 - Approving Agreement with NDOT for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2023 Fiscal Year Transportation Planning Program

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Allan Zafft AICP, MPO Program Manager

Meeting: June 14, 2022

Subject: Approving Agreement with NDOT for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2023 Fiscal Year Transportation Planning Program

Presenter(s): Keith Kurz PE, Interim 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 Transportation. 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.

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 2023 (July 1, 2022- June 30, 2023).

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 Infrastructure Investment and Jobs Act (IIJA) (also known as the “Bipartisan Infrastructure Law”),, Transportation Bill and has been reviewed and approved by the GIAMPO Policy Board, Nebraska Department of Transportation, Federal Highway Administration, and Federal Transit Administration.

The total cost of the Eligible Planning Activities under the agreement (FY 2023 Planning Agreement) is currently estimated to be \$167,863.41, with the federal share estimated to be \$134,290.73, and the MPO's share estimated to be \$33,572.68.

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.	UL2202
Fiscal Year	July 1, 2022 through June 30, 2023
Agreement Amount	\$167,863.41

**PROGRAM AGREEMENT
FEDERAL PLANNING FUNDS
METROPOLITAN PLANNING ORGANIZATIONS**

GRAND ISLAND AREA METROPOLITAN PLANNING ORGANIZATION
STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION
PROJECT NO. PLG-1(60), STATE CONTROL NO. CN 01047G
FY 2023 PLANNING (PL) AGREEMENT

THIS AGREEMENT is between the Grand Island Area Metropolitan Planning Organization (GIAMPO) who is a Metropolitan Planning Organization ("MPO"), and the State of Nebraska, Department of Transportation ("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 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, 2022, and June 30, 2023, 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 \$167,863.41; the federal share is estimated to be \$134,290.73, and MPO's share is estimated to be \$33,572.68, 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. PLG-1(60), and has authorized the City of Grand Island's Mayor to sign this Agreement, as evidenced by the Resolution of City Council, attached as **Exhibit "B"**.

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

SECTION 1. DEFINITIONS

WHEREVER in this 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 Transportation 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 effective when executed by the Parties.

2.2 **Expiration Date** – This Agreement will expire when the last of the following events is completed: The expiration of the Initial Duration, the expiration of any Extension of the Initial Duration, and the waiver or completion of the project financial audit and cost settlement.

- 2.3 **Initial Duration** – The benefits and obligations of this Agreement, though binding when signed, are operative for activities beginning July 1, 2022, and ending June 30, 2023.
- 2.4 **Extension of the Agreement** - State may, in its sole discretion, extend the duration of this Agreement in writing, for an additional period of time up to, but not to exceed, one-half of the Initial Duration of the Agreement. State will notify MPO of the State's exercise of its right to extend this Agreement approximately one month prior to the expiration of the Initial Duration of the Agreement.
- 2.5 **Identifying Date** – For convenience, this Agreement's identifying date will be the date State signed the agreement.
- 2.6 **Termination or suspension** – State reserves the right to terminate or suspend this Agreement at any time for any of the reasons provided herein.

SECTION 3. PURPOSE OF AGREEMENT AND RESPONSIBILITIES OF THE PARTIES

- 3.1 MPO has authorized the City of Grand Island's Mayor to sign this Agreement, as evidenced by the Resolution of City Council, attached as **Exhibit "B"**, and incorporated herein by this reference.

- 3.2 MPO desires that MPO's attached UPWP be developed under the designation of Project No. PLG-1(60) as evidenced by the Resolution of City Council, attached as **Exhibit "B"**

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.**

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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://dot.nebraska.gov/media/6319/lpa-guidelines.pdf>. 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 Transportation

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

Program)

CFDA Number: 20.205

Project Number: PLG-1(60)

- 7.4 If a Part 200 Audit is submitted by MPO, MPO shall notify the Nebraska Department of Transportation, 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 \$167,863.41. The federal share \$134,290.73 is the sum of the carryover PL Funds from the last Fiscal Year \$12,975.17 and PL Funds from the upcoming Fiscal Year \$121,315.56. 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 \$33,572.68. This Agreement may be supplemented if additional funding becomes available.

9.1 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 ACTUAL COSTS INCURRED BY MPO

8.3.1 MPO incurred costs of Eligible Planning Activities may be reimbursed with federal funds at actual costs 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, 2022, and after June 30, 2023, 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, 2023.

8.3.2 MPO is required to submit their reimbursement requests of actual costs incurred to State's Highway Planning Manager. All reimbursement requests (invoice, progress report, required NDOT Forms, supporting material) must be submitted electronically through State's invoice workflow system OnBase, for review, approval, and payment. The user guide for the OnBase system along with training videos can be found at <http://dot.nebraska.gov/business-center/consultant/onbase-help/>.

The reimbursement request package must include the following:

1. Invoice: The invoice must include the following:
 - a. MPO name and address
 - b. Invoice number
 - c. Invoice date
 - d. Invoicing period (beginning date and ending dates of services)
 - e. Agreement Number
 - f. Project identification (Project Number, Control Number, and Project Location/Description)
 - 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
 - v. Subcontractors/subconsultant expenses
 - g. Federal share and Local share to match the federal amount breakdown of expense.
2. Cost Breakdown Form: Each reimbursement request package must include a completed "Cost Breakdown Form" (NDOT Form 162lpa) properly prepared, signed and dated. This form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>.
3. Progress Report: A Progress Report must accompany the reimbursement request and, in accordance with 23 CFR 420.117, must include the following:
 - 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
 - a. Must be noted as paid and signed by appropriate representative

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 actual costs 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. MPO agrees to reimburse State for MPO's share of State's cost of performing the audit. These costs will not exceed \$2,500.
- 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://dot.nebraska.gov/media/7349/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://dot.nebraska.gov/media/7323/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 _____, 2022.

WITNESS:

MPO

Roger G. Steele

Grand Island City Clerk

Mayor of the City of Grand Island

EXECUTED by the State this _____ day of _____, 2022.

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

Chief Strategy Officer
Strategic Planning Division

FY 2023 Unified Planning Work Program



May 24, 2022
Exhibit "A"



May 2022

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

Title VI Notice: Grand Island Area Metropolitan Planning Organization (GIAMPO) fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities.

Americans with Disabilities Act (ADA) Information:

Individuals requiring reasonable accommodations may request written materials in alternate formats which include interpreter services, large print, readers, hearing assistance or other reasonable accommodations by contacting the City of Grand Island at 308-385-5455.

Additional copies of this document may be obtained by contacting:

City of Grand Island
Public Works Department
City Hall
100 East First Street
Grand Island, NE. 68802

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Membership

Grand Island Area Metropolitan Planning Organization (GIAMPO) Unified Planning Work Program for Fiscal Year 2023

Policy Board Members

Chair – Roger G. Steele
Vice-Chair – Mitch Nickerson
MPO Director/Secretary – John Collins

Grand Island Mayor: Roger G. Steele

Grand Island City Council Members: Mitch Nickerson, Jason Conley, Michelle Fitzke

Hall County Board of Supervisors Members: Ron Peterson, Gary Quandt

Hall County Regional Planning Commission Chairperson: Pat O'Neill

Nebraska Department of Transportation Director: John Selmer

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: Jerom Janulewicz, John Collins, Keith Kurz, Chad Nabity

Nebraska Department of Transportation: Craig Wacker, Wes Wahlgren

Federal Transit Administration: Mark Bechtel

Federal Highway Administration: Justin Luther

Technical Committee Members

Chair – Chad Nabity

Vice Chair – Steve Riehle

MPO Director/Secretary – John Collins

Grand Island City Engineer/Public Works Director: John Collins

Grand Island City Administrator: Jerom Janulewicz

Grand Island Manager of Engineering Services: Keith Kurz

Grand Island Transit Program Manager: Charley Falmlen

Hall County Regional Planning Director: Chad Nabity

Hall County Engineer: Steve Riehle

NDOT Highway Planning Manager: Craig Wacker

NDOT District Four Engineer: Wes Wahlgren

Merrick County Public Works Director or Highway Superintendent: Mike Meyer

One representative from the Village of Alda: Ramona Schafer

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

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, Eva Steinman

NDOT Local Projects Division Urban Engineer: Jodi Gibson

Grand Island Finance Director: Patrick Brown

Grand Island Street Superintendent: Shannon Callahan

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: Sara Thompson Cassidy, Bentley Tomlin

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

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

Abbreviations and Acronyms

ADA	Americans with Disabilities Act
AMPO	Association of Metropolitan Planning Organizations
APA	American Planning Association
CFR	Code of Federal Regulations
CMAQ	Congestion Mitigation Air Quality
DOD	Department of Defense
DOT	Department of Transportation
FAST Act	Fixing America's Surface Transportation Act
FHWA	Federal Highway Administration
FLMA	Federal Land Management Agency
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
IIJA	Infrastructure Investment and Jobs Act
LRTP	Long Range Transportation Plan
MAP-21	Moving Ahead for Progress in the 21 st Century Act
MPA	Metropolitan Planning Area
MPO	Metropolitan Planning Organization
NDOT	Nebraska Department of Transportation
ONE DOT	Federal Highway Administration and Federal Transit Administration
PEA	Planning Emphasis Areas
PPP	Public Participation Plan
STRAHNET	Strategic Highway Network
TAC	Technical Advisory Committee
TDM	Travel Demand Model
TDP	Transit Development Plan
TIP	Transportation Improvement Program
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 2023 (July 1, 2022 to June 30, 2023). 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 Transportation (NDOT) 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.

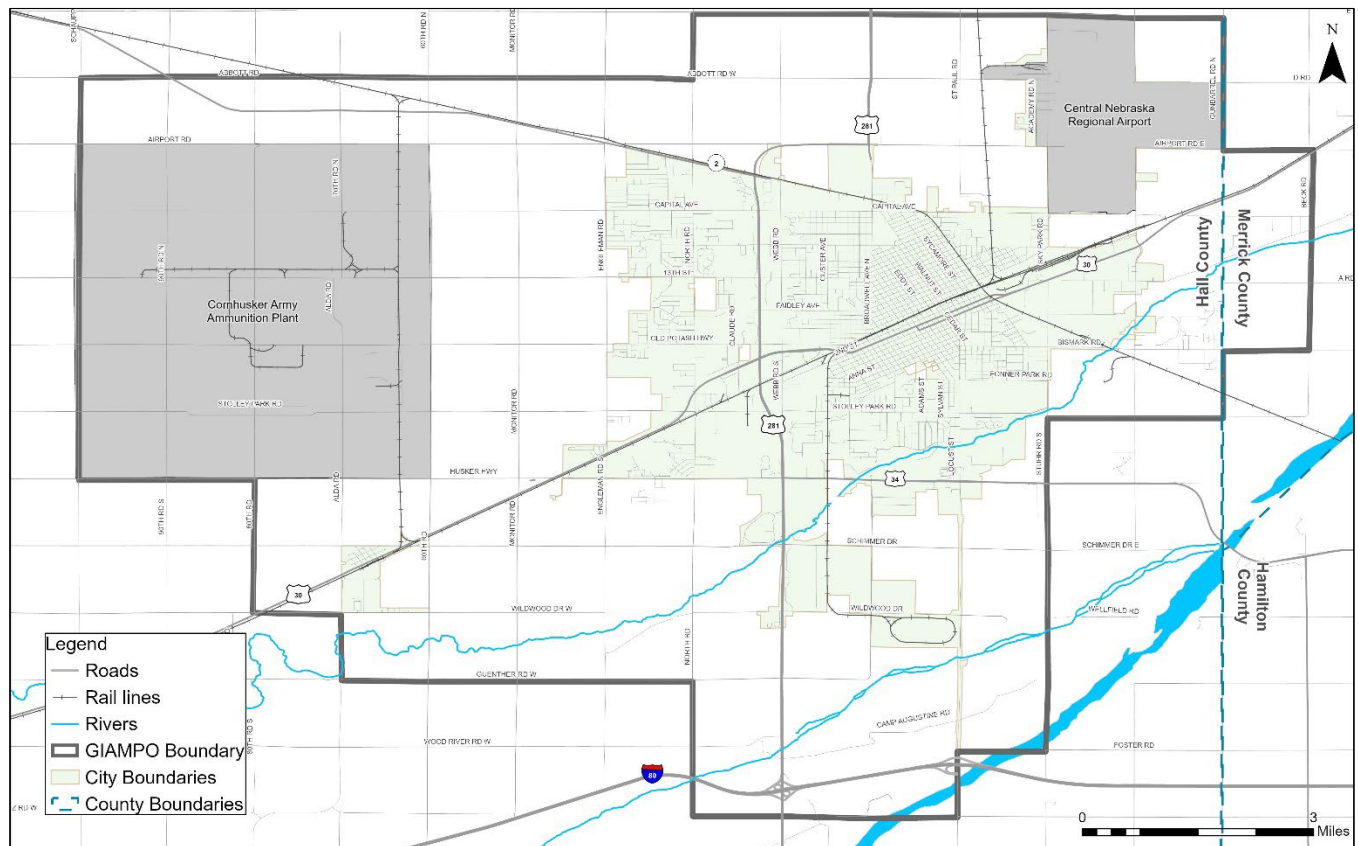
What is GIAMPO?

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 Nebraska Department of Transportation (NDOT).

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 designated 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 Non-Motorized subcommittee was created to act as the advisory body to the TAC on the development of 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 administrative staff.

MPO FY 2023 Staff Time Estimates

Staff (equivalent staff time) Estimated	Staff Months	Est. Hours
Professional Staff (MPO Program Manager) - Direct	11.08	1,920
Administrative Staff (Administrative Coordinator) - Direct	0.14	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 2023 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.

In November 2021 the Infrastructure Investment and Jobs Act (IIJA) was signed into law. This legislation carries forward the policies, programs, and initiatives established by preceding legislation (FAST Act and MAP-21) to maintain and improve the nation's surface transportation system. The IIJA carries forward and expands on these policies and introduces new policies and programs that address new and emerging issues that face the nation's transportation system. These issues include mitigating impacts to existing infrastructure due to climate change, developing and maintaining system resiliency, ensuring equity, researching and deploying new technologies, and improving safety for all users.

Planning Emphasis Areas

The FHWA and FTA jointly issued new Planning Emphasis Areas in December 2021. The Planning Emphasis Areas are areas that FHWA divisions and FTA regional offices should emphasize when working with State Departments of Transportation (DOT) and MPOs as they develop their planning work programs. These Planning Emphasis Areas are:

- Tackling the Climate Crisis – Transition to a Clean Energy Resilient Future
- Equity and Justice⁴⁰ in Transportation Planning
- Complete Streets
- Public Involvement
- Strategic Highway Network (STRAHNET) / US Department of Defense (DOD) Coordination
- Federal Land Management Agency (FLMA) Coordination
- Planning and Environment Linkages
- Data in Transportation Planning

The planning work of GIAMPO endeavors to consider each of these areas.

FY 2022 GIAMPO Accomplishments

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

- Approved amendments and/or administrative modifications to the 2045 Long Range Transportation Plan, FY 2022-2026 Transportation Improvement Program, and FY 2022 Unified Planning Work Program
- Adopted the FY 2023-2027 Transportation Improvement Program and FY 2023 Unified Planning Work Program for the GIAMPO Metropolitan Planning Area
- Adopted the MPO targets for CY 2022 safety performance measures
- Adopted the Limited English Proficiency Plan
- Initiated the process to develop the Transit Development Plan
- Continued development and maintenance of planning data repository/GIS datasets

MPO FY 2023 Work Elements

The following pages detail the work elements that GIAMPO will undertake in FY 2023. 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:

- Monitored and maintained the FY 2022 UPWP
- Developed the FY 2023 UPWP
- Prepared quarterly progress reports and reimbursement requests to NDOT

Activities:

- Maintain the FY 2023 UPWP and budget, and amend the work program and budget through amendments or administrative modifications as needed
- Manage the GIAMPO funding streams and track the status of the UPWP budget and activities
- Prepare quarterly progress reports that document activities accomplished and associated with the UPWP work elements
- Prepare and submit quarterly reimbursement requests to NDOT
- Coordinate GIAMPO's annual budget with the City of Grand Island's annual budget
- Maintain the annual FHWA PL grant contract and any subsequent amendments
- Coordinate with planning partners regarding UPWP activities
- Prepare a "DRAFT" FY 2024 UPWP and budget
- Finalize and adopt the FY 2024 UPWP and budget

Work Products:

- Monitoring the FY 2023 UPWP and budget
- Quarterly progress reports and reimbursement requests
- Amendments and administration modifications to the FY 2023 UPWP as needed
- Annual "DRAFT" FY 2024 UPWP
- Annual "FINAL" FY 2024 UPWP

Budget- 200 MPO Program Manager Hours

Unified Planning Work Program Tasks	Costs	Schedule
Quarterly Progress Reports and Reimbursement Requests	\$3,012.68	Quarterly
FY 2023 UPWP Budget Amendments/Admin Modifications	\$2,259.51	Ongoing
"DRAFT" FY 2024 UPWP	\$6,778.53	3rd/4th Quarters
"FINAL" FY 2024 UPWP	\$1,506.34	4th Quarter
Other Activities (i.e. manage funding streams and budget)	\$1,506.34	Ongoing
Other Direct	\$1,000.00	
Total Budget	\$16,063.40	

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:

- Monitored and maintained the FY 2022-2026 TIP
- Developed the FY 2023-2027 TIP
- Prepared the Annual Listing of Federally Obligated Projects for FY 2021

Activities:

- Develop the Annual Listing of Federally Obligated Projects for FY 2022
- Work with the City of Grand Island staff in developing the City's one and six street improvement plan for 2023
- Monitor the status of projects in the FY 2023-2027 TIP
- Maintain, revise, and amend the FY 2023-2027 TIP through amendments and administrative modifications as needed
- Staff involvement on project related activities ensuring issues are properly identified and adequately addressed for timely implementation
- Coordinate with planning partners regarding TIP activities
- Prepare the "DRAFT" FY 2024-2028 TIP, which includes the coordination of the self-certification of the MPO Planning Process as required
- Finalize and adopt the FY 2024-2028 TIP

Work Products:

- Annual Listing of Federally Obligated Projects for FY 2022
- Amendments and administrative modifications to the FY 2023-2027 TIP as needed
- "DRAFT" FY 2024-2028 TIP
- "FINAL" FY 2024-2028 TIP

Budget- 175 MPO Program Manager Hours

Transportation Improvement Program Tasks	Costs	Schedule
Annual Listing of Federally Obligated Projects for FY 2022	\$660.74	2nd Quarter
FY 2023-2027 TIP Amendments/Admin Modifications	\$1,321.47	Ongoing
Grand Island's 1 and 6 Year Street Improvement Plan	\$1,321.47	2nd Quarter
"DRAFT" FY 2024-2028 TIP	\$6,607.36	3rd/4th Quarters

Transportation Improvement Program Tasks	Costs	Schedule
"FINAL" FY 2024-2028 TIP	\$1,982.21	4th Quarter
Other Activities (i.e. monitor the FY 2023-2027)	\$1,321.47	Ongoing
Other Direct	\$1,000.00	
Total Budget	\$14,214.71	

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/or public comment periods of MPO work products
- Conducted public comment periods for MPO work products
- Began work on the Public Participation Plan Update
- Adopted the Limited English Proficiency (LEP) Plan, which comprised a Limited English Proficiency analysis

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.
- Develop publications (i.e. pamphlets, handouts, brochures) about the MPO planning process and products as needed
- The GIAMPO website will be maintained and updated for meeting notices, agendas, and/or minutes, and other information regarding transportation planning activities that affect the region.
- Examine options for displaying GIAMPO Geographical Information System (GIS) data on the web page
- Maintenance and updating of social media sites such as Facebook and Twitter to inform interested parties on transportation planning activities
- Attend public information meetings for transportation improvement projects and/or studies (as needed)
- Conduct public comment periods for MPO work products (i.e. UPWP and TIP)
- Publish notices for meetings and/or public comment periods of MPO work products (i.e. UPWP and TIP)
- Continue to develop and expand GIAMPO databases for public participation particularly environmental justice areas to assess the benefits and burdens of transportation improvements
- Amend and revise the current Public Participation Plan as needed

- Maintain the Title VI Implementation Plan
- Maintain the Limited English Proficiency Plan
- Prepare a "DRAFT" Public Participation Plan Update

Work Products

- Continue to update GIAMPO website
- Continue to update social media sites
- Amendments/administrative modifications to the current Public Participation Plan as needed
- "DRAFT" Public Participation Plan Update

Budget - 200 MPO Program Manager Hours

Public Participation Plan Tasks	Costs	Schedule
Title VI Mitigation/Assessment, including LEP Plan	\$3,012.68	Ongoing
Current PPP Review	\$1,506.34	Ongoing
"DRAFT" PPP Update	\$4,519.02	1st/2nd Quarters
Website Development/Maintenance	\$3,012.68	Ongoing
MPO Education	\$1,506.34	Ongoing
Other Activities (i.e. public notices)	\$1,506.34	Ongoing
Other Direct (i.e. advertising)	\$1,500.00	
Total Budget	\$16,563.40	

Element D - Short Range Planning

Purpose:

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

Previous Work:

- Adopted the MPO targets for CY 2022 safety performance measures
- Data interpretation
- Compiled data for GIAMPO planning area
- Developed a dataset for the City Geographic System (GIS) relating to crash data for 2020
- Prepared maps for FY 2023-2027 TIP
- Collected bicycle and pedestrians counts on multi-use trails

Activities:

- Coordinate with NDOT and other agencies in obtaining data for the GIAMPO planning area
- Continue to develop or maintain a planning data repository for the GIAMPO planning area (i.e. demographics, socioeconomic, traffic counts, crashes)
- Work with City of Grand Island's GIS Coordinator to develop and/or update datasets for the City Geographical Information System (GIS) including roads, sidewalks, bicycle routes, trails, traffic counts, crashes, etc.
- Utilize GIS for map production, land use planning, socio-economic data analysis, and traffic model interfacing
- Assist NDOT 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 or update performance measures and targets in coordination with FHWA, FTA, and NDOT relating to safety, pavement and bridge condition, system performance, freight, CMAQ, and asset management
 - Conduct data collection and analysis related to transportation performance measures
- Work with City of Grand Island's GIS Coordinator to prepare maps for analysis, presentation, and MPO work products
- Collect bicycle and pedestrian counts on multi-use trails and/or sidepaths
- Assist the City of Grand Island staff with preparing applications for funds such as Recreational Trails Program, Congestion Mitigation Air Quality Program, and Statewide Transportation Alternatives Set-Aside Program
- Coordinate with City of Grand Island Public Works staff on the review of transportation projects and subdivision plans. This review recognizes the City's Complete Streets policy and guide.
- Review the information on the ambient air monitoring for PM_{2.5} in Grand Island, which is operated by the Nebraska Department of Environmental and Energy
- Coordinate with NDOT on the development of an Electric Vehicle Infrastructure Deployment Plan for Nebraska
- Analyze Census data as it becomes available
- Analyze and adjust Urbanized Boundary and MPO Boundary as Census data becomes available
- Review and update the Highway Functional Classification System in coordination with NDOT as needed

Work Products

- Performance measures and targets
- Planning data repository/GIS datasets

Budget - 205 MPO Program Manager Hours

Short Range Planning Tasks	Costs	Schedule
Performance Measures	\$3,094.84	Ongoing
Data Collection	\$3,094.84	Ongoing
Planning Database Repository/GIS Datasets and Mapping	\$5,415.98	Ongoing
Other Activities (i.e. grant preparation)	\$3,868.56	Ongoing
Other Direct	\$1,000.00	
Total Budget	\$16,474.22	

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 NDOT. 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 current LRTP
- Amended and revised the current LRTP
- Completed the following activities for the Transit Development Plan (TDP) – developed and solicited a Request for Qualifications, selected a consultant, and initiated the TDP process (data collection, public involvement, baseline system assessment, and scenario assessment)

Activities:

- Amend and/or revise the LRTP as necessary
- Revisions to the GIAMPO Bicycle and Pedestrian Master Plan as needed
- Maintain and refine the regional travel demand model as needed
- Analyze socioeconomic changes and land use proposals since the adoption of LRTP
- Continue to develop environmental database to be used in conjunction with the LRTP objectives (ongoing as data is available)
- Coordinate federal performance measures with FHWA, FTA, and NDOT and continue working on the performance monitoring and reporting required by the FAST Act for inclusion with the LRTP
- Assist NDOT with statewide Long Range Transportation Plan as needed
- Coordinate with NDOT's Freight Planning activities such as serving on the State Freight Advisory Committee and providing input towards the Nebraska Statewide Freight Plan Update. This activity supports the GIAMPO LRTP goals of multimodal connectivity and accessibility and economic vitality.

- Coordinate the LRTP with the Comprehensive Plan and Regulation Update for the City of Grand Island and Hall County
- Continue the development of the Transit Development Plan, which includes activities such as data collection, public involvement, financial and implementation plan, TDM documentation. The TDP is anticipated to be completed by November 2022.

Work Products:

- Current LRTP amendments and/or revisions
- Current Travel Demand Model maintenance
- Transit Development Plan

Budget- 515 MPO Program Manager Hours

Long Range Transportation Plan Tasks	Costs	Schedule
Amendment and/or Revisions to the Current LRTP	\$7,764.50	Ongoing
Transit Development Plan - GIAMPO Staff	\$11,646.75	Ongoing
Other Activities	\$19,411.25	Ongoing
Other Direct	\$1,000.00	
Total Budget	\$39,822.49	

Element F - Transit Planning

Purpose:

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:

- Prepared transit elements for the FY 2023 UPWP and FY 2023-2027 TIP
- Completed the following activities for the Transit Development Plan (TDP) – developed and solicited a Request for Qualifications, selected a consultant, and initiated the TDP process (data collection, public involvement, baseline system assessment, and scenario assessment)

Activities:

- Prepare transit elements for the FY 2024 UPWP and FY 2024-2028 TIP
- Coordinate transit-related amendments/revisions to the FY 2023 UPWP, FY 2023-2027 TIP, and LRTP as needed
- Perform the following activities relating to performance measures:
 - Establish or update performance measures and targets in coordination with FTA, NDOT, and the City of Grand Island relating to transit asset management and safety

- Conduct data collection and analysis related to transit performance measures
- Evaluate and track transit services and activities (i.e. identify gaps, monitor ridership)
- Maintain the annual FTA Section 5305 grant contract and any subsequent amendments
- Attend relevant trainings, workshops, conferences, webinars, and other educational opportunities that include; but not limited to:
 - National Transit Institute
 - FTA
 - NDOT
- Prepare for and/or attend relevant transit-related meetings
- Provide support to FTA grants for transit services in the Grand Island urbanized area
- Prepare quarterly progress reports and reimbursement requests (transit-related) to NDOT
- Assist the City of Grand Island Transit Program with the implementation of the fiscally constrained plan from the Regional Transit Needs Assessment and Feasibility Study
- Continue the development of the Transit Development Plan, which includes activities such as data collection, public involvement, financial and implementation plan, TDM documentation. The TDP is anticipated to be completed by November 2022.
- Provide support to the FTA Triennial Review
- Participate in the process with selecting a public transit provider for the City of Grand Island Transit Program
- Coordinate with the City of Grand Island Transit Program on safety data collection as needed

Work Products:

- Performance measures and targets
- Transit elements of the FY 2024 UPWP and FY 2024-2028 TIP
- Transit Development Plan

Budget - 235 MPO Program Manager Hours

Transit Planning Tasks	Costs	Schedule
Performance Measures	\$886.69	4th Quarter
Transit Elements of UPWP and TIP	\$3,546.75	3rd/4th Quarters
Data Collection and Analysis	\$3,546.75	Ongoing
Other Activities (i.e. transit-related meetings)	\$2,660.06	Ongoing
Transit Development Plan - GIAMPO Staff	\$7,093.49	Ongoing
Transit Development Plan - Outside Consultant Section 5307	\$70,000.00	Ongoing
Other Direct (Travel, Training, Misc.)	\$1,500.00	
Total Budget	\$89,233.73	

Element G - Administration/System 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
- Set meeting schedules for the Policy Board and TAC for calendar year 2022
- Held monthly GIAMPO staff meetings, including preparing agendas and supporting documents
- Attended Transportation Research Board Committee meetings
- Attended Association of Metropolitan Planning Organization meetings

Activities:

- Support the Policy Board and TAC, which includes the following detailed activities and all other related activities:
 - Develop, compile, and distribute meeting packets, including agendas, staff reports, and any additional information
 - Prepare presentations for meetings as needed
 - Record and transcribe meeting minutes
 - Provide training for new Policy Board and TAC members as needed
 - Maintain Policy Board and TAC bylaws
 - Maintain membership and contact lists
- Support the Non-Motorized Subcommittee (TAC subcommittee), which includes the following detailed activities and all other related activities:
 - Develop and distribute meeting agendas and other information
 - Prepare presentations for meetings as needed
 - Maintain membership and contacts
- Attend relevant trainings, workshops, conferences, webinars, and other educational opportunities that include; but not limited to:
 - National Highway Institute
 - FHWA
 - NDOT
 - Nebraska Chapter of American Planning Association annual conference and other workshops
 - Nebraska Chapter of American Planning Association Fall Symposium
 - Association of Metropolitan Planning Organizations
 - Institute of Transportation Engineers
 - Transportation Research Board
- Prepare for and/or attend relevant transportation-related meetings that include; but not limited to:

- GIAMPO staff meetings
- MPO Coordination meetings
- NDOT-related meetings
- Grand Island Resiliency Committee meetings
- Grand Island Livable Community Core Team meetings
- Comply with federal and state MPO certification requirements and review federal/state policies and guidance regarding metropolitan transportation planning and incorporate changes as necessary
- Continue to evaluate the Planning Emphasis Areas (jointly issued by FHWA and FTA in December 2021) to consider updates on activities in future work programs
- Review and certify the transportation planning process
- Complete timesheets to include with quarterly reimbursement requests
- Prepare for and/or attend employee-related activities such as performance evaluation, work benefits, etc.
- Perform other administrative duties such as maintaining GIAMPO-related records, providing GIAMPO-related documents to the City of Grand Island Finance Department for the annual city audit, updating agreements as needed, etc.
- Purchase TransCAD technical support and software maintenance for a period of one year

Work Products:

- Meeting agendas, minutes, support documents, and/or presentations for Policy Board, TAC, and Non-Motorized Subcommittee
- General Administration of the established 3-C Transportation Planning Process for GIAMPO. This includes attending educational opportunities, transportation-related meetings, and employee-related activities.

Budget- 415 MPO Program Manager/Admin Staff Hours

Administration/Systems Management Tasks	Costs	Schedule
Provide Support for Policy Board, TAC, & Subcommittees	\$9,151.87	Ongoing
Meeting Minutes and Other Documentation	\$4,575.93	Ongoing
General Administration of GIAMPO	\$16,778.43	Ongoing
Other Direct		
Office Expenses	\$4,500.00	
Computer Services/Hardware	\$6,000.00	
Software Maintenance/Support TransCAD	\$1,500.00	
Organizational Membership Fees	\$500.00	
Travel, Training, Conferences, & Mileage Reimbursement	\$5,500.00	
Total Budget	\$48,506.23	

*Office/operating expense include meeting expenses, office equipment and supplies, copier fees, postage, telephone, etc.

Total UPWP Budget

It is anticipated that the cost of implementing this UPWP for GIAMPO will be **\$240,878.18** during FY 2023. Based on the formula funding for MPOs in Nebraska, in FY 2023 GIAMPO is eligible for up to **\$134,290.73** Federal Highway Planning funds and **\$68,707.20** Federal Transit Section 5305 funds for staffing and other expenses. An additional **\$56,000.00** Federal Transit Section 5307 is programmed for a Transit Development Plan. The City of Grand Island, by agreement, provides at least a 20% match. Total revenue for the MPO planning program equals **\$323,747.41**.

Budget Table

Grand Island Area Metropolitan Planning Organization

DISTRIBUTION OF COSTS BY WORK ELEMENT

FY 2023 UPWP

FY 2023 FHWA PL AND FTA 5305 - PROGRAM COSTS

July 1, 2022 - June 30, 2023

Project Number - PLG-1 (60), Control Number - TBD, Agreement No. - TBD

Category	Cost Category	Est. Work Hours	Total	NE Federal 80%	Grand Island 20%	Total 100%
UPWP	Direct Labor - MPO Program Manager	200	9,724.00	7,779.20	1,944.80	9,724.00
	Fringe/Indirect - MPO Program Manager		5,339.40	4,271.52	1,067.88	5,339.40
	Other Direct		1,000.00	800.00	200.00	1,000.00
	Total Unified Planning Work Program		\$16,063.40	\$12,850.72	\$3,212.68	\$16,063.40
TIP	Direct Labor - MPO Program Manager	175	8,530.60	6,824.48	1,706.12	8,530.60
	Fringe/Indirect - MPO Program Manager		4,684.11	3,747.29	936.82	4,684.11
	Other Direct		1,000.00	800.00	200.00	1,000.00
	Total Transportation Improvement Program		\$14,214.71	\$11,371.77	\$2,842.94	\$14,214.71
PPP	Direct Labor - MPO Program Manager	200	9,724.00	7,779.20	1,944.80	9,724.00
	Fringe/Indirect - MPO Program Manager		5,339.40	4,271.52	1,067.88	5,339.40
	Other Direct		1,500.00	1,200.00	300.00	1,500.00
	Total Public Participation Plan		\$16,563.40	\$13,250.72	\$3,312.68	\$16,563.40
Short Range Planning	Direct Labor - MPO Program Manager	205	9,989.20	7,991.36	1,997.84	9,989.20
	Fringe/Indirect - MPO Program Manager		5,485.02	4,388.02	1,097.00	5,485.02
	Other Direct		1,000.00	800.00	200.00	1,000.00
	Total Short Range Studies		\$16,474.22	\$13,179.38	\$3,294.84	\$16,474.22
LRTP	Direct Labor - MPO Program Manager	515	25,061.40	20,049.12	5,012.28	25,061.40
	Fringe/Indirect - MPO Program Manager		13,761.09	11,008.87	2,752.22	13,761.09
	Other Direct		1,000.00	800.00	200.00	1,000.00
	Total Long Range Transportation Plan		\$39,822.49	\$31,857.99	\$7,964.50	\$39,822.49
Transit Planning	Direct Labor - MPO Program Manager	235	11,447.80	9,158.24	2,289.56	11,447.80
	Fringe/Indirect - MPO Program Manager		6,285.93	5,028.74	1,257.19	6,285.93
	Transit Development Plan - Outside Consultant Section 5307		70,000.00	56,000.00	14,000.00	70,000.00
	Other Direct		1,500.00	1,200.00	300.00	1,500.00
	Total Transit Planning		\$89,233.73	\$71,386.98	\$17,846.75	\$89,233.73

Grand Island Area Metropolitan Planning Organization

DISTRIBUTION OF COSTS BY WORK ELEMENT

FY 2023 UPWP

FY 2023 FHWA PL AND FTA 5305 - PROGRAM COSTS

July 1, 2022 - June 30, 2023

Project Number - PLG-1 (60), Control Number - TBD, Agreement No. - TBD

Category	Cost Category	Est. Work Hours	Total	NE Federal 80%	Grand Island 20%	Total 100%
Administration/ System Management	Direct Labor - MPO Program Manager	390	18,961.80	15,169.44	3,792.36	18,961.80
	Fringe/Indirect - MPO Program Manager		10,411.83	8,329.46	2,082.37	10,411.83
	Direct Labor - Administrative Assistance	25	973.56	778.85	194.71	973.56
	Fringe/Indirect - Administrative Assistance		159.04	127.23	31.81	159.04
Other Direct	Office Expenses		4,500.00	3,600.00	900.00	4,500.00
	Computer Services		6,000.00	4,800.00	1,200.00	6,000.00
	Software Maintenance/Support TransCAD		1,500.00	1,200.00	300.00	1,500.00
	Individual and Organizational Membership Fees		500.00	400.00	100.00	500.00
	Travel, Training, Conferences, & Mileage Reimbursement		5,500.00	4,400.00	1,100.00	5,500.00
	Total Administration/System Management		\$48,506.23	\$38,804.98	\$9,701.25	\$48,506.23
FHWA 2023	Direct Labor FHWA	1710	82,964.56	66,371.65	16,592.91	82,964.56
	Fringe/Indirect FHWA		45,179.89	36,143.91	9,035.98	45,179.89
	Other Direct		23,500.00	18,800.00	4,700.00	23,500.00
	Grand Total FHWA PL UPWP		\$151,644.45	\$121,315.56	\$30,328.89	\$151,644.45
FTA 2023	Direct Labor FTA	235	11,447.80	9,158.24	2,289.56	11,447.80
	Fringe/Indirect FTA		6,285.93	5,028.74	1,257.19	6,285.93
	Other Direct (includes Transit Development Plan)		71,500.00	57,200.00	14,300.00	71,500.00
	Grand Total FTA Section 5305 and 5307		\$89,233.73	\$71,386.98	\$17,846.75	\$89,233.73

NOTES:

Total Highway Planning Federal Highway Administration - FHWA

\$151,644.45 \$121,315.56 \$30,328.89 \$151,644.45

Total Transit Federal Transit Administration - FTA 5305

\$19,233.73 \$15,386.98 \$3,846.75 \$19,233.73

Total Transit Federal Transit Administration - FTA 5307

\$70,000.00 \$56,000.00 \$14,000.00 \$70,000.00

Total FY 2023 UPWP

\$240,878.18 \$192,702.54 \$48,175.64 \$240,878.18

FHWA Available Revenue *

\$167,863.41 \$134,290.73 \$33,572.68 \$167,863.41

FTA 5305 Available Revenue**

\$85,884.00 \$68,707.20 \$17,176.80 \$85,884.00

FTA 5307 Available Revenue

\$70,000.00 \$56,000.00 \$14,000.00 \$70,000.00

Remaining FHWA Funds

\$16,218.96 \$12,975.17 \$3,243.79 \$16,218.96

Remaining 5305 FTA Funds

\$66,650.27 \$53,320.22 \$13,330.05 \$66,650.27

Remaining FTA 5307 Funds

\$0.00 \$0.00 \$0.00 \$0.00

Total Program Funds Remaining

\$82,869.23 \$66,295.39 \$16,573.85 \$82,869.23

* FHWA PL Funds:

- FY 2023 Allocation - \$134,290.73 (Even distribution - \$40,000 and Population based distribution - \$94,290.73)

** FTA Section 5305 Funds:

- FY 2023 Allocation - \$31,260.00

- FY 2022 Carryover - \$37,447.20

RESOLUTION 2022-157

WHEREAS, the Grand Island Area Metropolitan Planning Organization (GIAMPO) in cooperation with the Nebraska Department of Transportation has prepared a Unified Planning Work Program (UPWP) for the purpose of assisting the Local Planning 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 2023; and

WHEREAS, the Nebraska Department of Transportation has prepared a Planning Agreement for Fiscal Year 2023 for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the purpose of providing partial funding of GIAMPO transportation planning activities scheduled to be performed commencing July 1, 2022, as outlined in the Unified Planning Work Program (UPWP) attached to such agreement; and

WHEREAS, the total cost of the Eligible Planning Activities under such agreement is currently estimated to be \$167,863.41, with the federal share estimated at \$134,290.73 and the MPO share estimated at \$33,572.68 for Fiscal Year 2023, which begins July 1, 2022 and ends June 30, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, the agreement with the Nebraska Department of Transportation 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, 2022, as outlined in the Unified Planning Work Program. attached to such agreement is hereby approved

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute the Planning Agreement for Fiscal Year 2023.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 14, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 10, 2022	☐ City Attorney