CENTRAL NEBRASKA ECONOMIC DEVELOPMENT DISTRICT BOARD OF DIRECTOR'S MEETING

Thursday, February 20, 2025 – 1:30 pm

https://zoom.us/j/99211851028?pwd=NdJokaMaHArl24qKOTxc1cgw8b1NFu.1

Meeting ID: 992 1185 1028 Passcode: 943888

BOARD OF DIRECTOR'S AGENDA

- 1. Open Meetings Act
- 2. Roll Call
- 3. Introductions
- 4. Consent Agenda
 - a. Approve Agenda
 - b. Minutes of Nov. 4, 2024, Meeting*
 - c. Financial Reports as of January 2025*
 - d. Claims Approval November, December 2024, January 2025*
- 5. Old Business
 - a. Board of Director Appointments*
- 6. New Business
 - a. NPAIT
 - b. Nebraska Legislature Appropriations Committee
 - c. Authorize Executive Director to sign EDA Partnership Planning Grant Application
 - d. 6 Regions, 1 Nebraska Northeast Grant Vendor Contracts*
 - e. Audit Update and RFP*-Tish
 - f. Promotion to Counties
 - g. Credit Card Policy Updates*
- 7. Reports
 - a. Grants Update*
 - b. Housing Studies/Community Needs Survey/Income Survey-Deanna
 - c. Leadership Certified Community-LaNae
 - d. Broadband Update-Amy
 - e. Environmental Reviews-Chrystal
- 8. Information Sharing
- 9. Adjourn

This meeting agenda will be kept continuously current at www.cnedd.org

^{*}Denotes Handout



Central Nebraska Economic Development District Board and Council Meeting Minutes

November 4, 2024 - 2:10 PM

This meeting was held in Ainsworth.

Board of Director's Agenda:

Present

The meeting was held in Ainsworth. Board members present included: Ed Brown (City of Long Pine), Kristine Beard (City of Bassett), Melissa Wenger (Village of Springview), Alvin Johnson (Village of Arcadia), Anne Gibbons (Custer County), Cheryl Carson (Village of Arnold), Cheye Young (City of Atkinson), and Kellee Rasmussen (Wheeler County). Staff present included: Carla Kimball, Tish Tielke, Deanna Tomjack, and LaNae Maxson. Guests present were TJ Ellermeier (Rock County), Shelby Regan (City of O'Neill), Scott Rehfeld (Village of Ansley), Gay Magary (Village of Johnstown), Dale Paider (Arcadia), and Bryan Trimble (Ansley).

The meeting started at 2:11 PM with Open Meeting Act, Roll call.

The meeting continued starting with the Consent Agenda:

Consent Agenda:

The Consent Agenda includes Approving the Agenda, Meeting Minutes of the July 29, 2024 Meeting, Financial Reports as of October 2024, and Claims Approval – July, August, September, October 2024

A motion was made by Alvin Johnson to approve the consent agenda as is and was seconded by Anne Gibbons.

Roll Call: All Aye, No Nays

Old Business:

Executive Director Evaluation – Ed Brown had received evaluations regarding Carla Kimball's first year as CNEDD's Executive Director and found her work to be exceptional, despite being grossly understaffed for the amount of projects underway, thus ending her probationary period, and providing a raise of \$5,000.

A motion was made to approve the evaluation and recommended raise by Kristine Beard and was seconded by Anne Gibbons.

Roll Call: All Aye, No Nays

New Business:

- a. 6 Regions, 1 Nebraska Northeast Grant Application Ratification Carla discussed the application process for the 6R1N, as CNEDD would applicant for the Northeastern region of the area.
 A motion was made by Alvin Johnson to approve the ratification and was seconded by Kristine Beard.
 - Roll Call: All Aye, No Nays. Motion approved.
- b. 2024-2025 Budget Carla explained the proposed budget for the upcoming year, citing past budgets as sources, as well as new sources of funding affecting the future budget.
 A motion was made by Kristine Beard to approve the 2024-2025 Budget and was seconded by Anne Gibbons.

Roll Call: All Aye, No Nays. Motion approved.

Hearing no further discussion, Ed Brown adjourned the meeting at 2:37 PM.

Respectfully submitted,

Deanna Tomjack, Marketing Specialist

Central Nebraska Economic Development District

CNEDD - District

Statement of Financial Position

As of January 31, 2025

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Accounts Receivable- Related Party	0.00
ICS - Auxiliary Funds	96,619.30
Money Market CNEDD	71,601.89
NCNDN Funds	1,095.17
Tri County Bank 180-967	113,293.40
Total Bank Accounts	\$282,609.76
Accounts Receivable	
Accounts Receivable	0.00
Total Accounts Receivable	\$0.00
Other Current Assets	
Clearing	75.42
Due From CNHD Inc.	2,258.53
Due From Country Clover Crown	9,754.33
Due from Lynch Rental	63.02
Payroll Refunds	0.00
Undeposited Funds	0.00
Total Other Current Assets	\$12,151.30
Total Current Assets	\$294,761.06
Fixed Assets	
Office Furniture	0.00
Total Fixed Assets	\$0.00
Other Assets	
Accumulated Depreciation	-9,039.00
Vehicle	15,067.00
Total Other Assets	\$6,028.00
TOTAL ASSETS	\$300,789.06
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	8,265.50
Total Accounts Payable	\$8,265.50
Credit Cards	
Visa	0.00

	TOTAL
Total Credit Cards	\$0.00
Other Current Liabilities	
Accrued Vacation Payable	36,124.99
Accrued Wages Payable	14,711.19
CNHD NIFA Funds	0.00
Direct Deposit Liabilities	0.00
Direct Deposit Payable	600.00
Due to Cned, Inc	0.00
Nebraska Department of Revenue Payable	0.00
Payroll Liabilities	0.00
Federal Taxes (941/944)	2,572.72
Federal Unemployment (940)	0.00
NE Income Tax	658.12
NE Unemployment Tax	250.76
Total Payroll Liabilities	3,481.60
TCB Loan	0.00
Total Other Current Liabilities	\$54,917.78
Total Current Liabilities	\$63,183.28
Long-Term Liabilities	
Depreciation Expense	-6,026.00
TCB Car Loan	6,756.75
Total Long-Term Liabilities	\$730.75
Total Liabilities	\$63,914.03
Equity	
Opening Bal Equity	0.00
Restricted Asset - Temporarily	0.00
Retained Earnings	241,707.61
Net Revenue	-4,832.58
Total Equity	\$236,875.03
TOTAL LIABILITIES AND EQUITY	\$300,789.06

CNEDD - District

Statement of Activity

November 2024 - January 2025

Annual Conference Registrations 3 CNHD 1,5 EDA 17,5 EDA 2024/2025 Planning Grant 17,5 Total EDA 17,5 Fee for Services 2,6 Grant Administration Fees 21,7 Interest 5 Total Revenue \$52,6 GROSS PROFIT \$52,6 Expenditures Advertising 1 Newspaper Ad's 1 Total Advertising 1 Annual Conference 1,7 Council of Officials Mtg 3 Total Annual Conference 2,1 Internet Service 2,1 Marketing 3,4 Mileage 3,4 Company Car 3,4 Gas 3,4	
Annual Conference Registrations 3 CNHD 1,5 EDA 2024/2025 Planning Grant 17,5 Total EDA 17,5 Fee for Services 2,0 Grant Administration Fees 21,1 Interest 5 Total Revenue \$52,6 GROSS PROFIT \$52,6 Expenditures 4 Advertising 1 Newspaper Ad's 1 Total Advertising 1 Annual Conference 1,7 Council of Officials Mtg 3 Total Annual Conference 2,1 Internet Service 2,1 Marketing 3,4 Mileage 3,4 Company Car 3,4 Gas 3,4	
CNHD 1,5 EDA 2024/2025 Planning Grant 17,5 Total EDA 17,5 Fee for Services 2,0 Grant Administration Fees 21,7 Interest 5 Total Revenue \$52,6 GROSS PROFIT \$52,6 Expenditures 4 Advertising 1 Newspaper Ad's 1 Total Advertising 1 Annual Conference 1,7 Council of Officials Mtg 3 Total Annual Conference 2,1 Internet Service 2,1 Marketing 3,4 Mileage 3,4 Company Car 3,4 Gas 3,4	84.00
EDA 17,5 EDA 2024/2025 Planning Grant 17,5 Total EDA 17,5 Fee for Services 2,0 Grant Administration Fees 21,7 Interest 5 Total Revenue \$52,6 GROSS PROFIT \$52,6 Expenditures Advertising Newspaper Ad's 1 Total Advertising 1 Annual Conference 1,7 Council of Officials Mtg 3 Total Annual Conference 2,7 Internet Service 3 Marketing 3 Mileage 3,4 Company Car 3 Gas 3	00.00
EDA 2024/2025 Planning Grant 17,5 Total EDA 17,5 Fee for Services 2,0 Grant Administration Fees 21,7 Interest 5 Total Revenue \$52,6 GROSS PROFIT \$52,6 Expenditures Advertising Newspaper Ad's 1 Total Advertising 1 Annual Conference 1,7 Council of Officials Mtg 3 Total Annual Conference 2,7 Internet Service 1 Marketing 3 Mileage 3,4 Company Car 3 Gas 3	65.06
Total EDA 17,5 Fee for Services 2,0 Grant Administration Fees 21,7 Interest 21,7 Total Revenue \$52,2 GROSS PROFIT \$52,2 Expenditures 4 Advertising 1 Newspaper Ad's 1 Total Advertising 1 Annual Conference 1,7 Council of Officials Mtg 3 Total Annual Conference 2,7 Internet Service Marketing Mileage 3,6 Company Car 3,6 Gas 3,6	
Fee for Services 2,0 Grant Administration Fees 21,7 Interest 5 Total Revenue \$52,2 GROSS PROFIT \$52,2 Expenditures 4 Advertising 1 Newspaper Ad's 1 Total Advertising 1 Annual Conference 1,7 Council of Officials Mtg 3 Total Annual Conference 2,7 Internet Service Marketing Mileage 3,6 Company Car 3,6 Gas 3,6	00.00
Grant Administration Fees 121,7 Interest 5 Total Revenue \$52,2 GROSS PROFIT \$52,2 Expenditures Advertising Newspaper Ad's 5 Total Advertising Annual Conference 11,7 Council of Officials Mtg 5 Total Annual Conference 2,7 Internet Service Marketing Mileage 3,4 Company Car Gas	00.00
Interest Total Revenue \$52,2 GROSS PROFIT \$52,2 Expenditures Advertising Newspaper Ad's Total Advertising Annual Conference Council of Officials Mtg Total Annual Conference Internet Service Marketing Mileage Company Car Gas	00.00
Total Revenue \$52,2 GROSS PROFIT \$52,2 Expenditures Advertising Newspaper Ad's Total Advertising Annual Conference 11,7 Council of Officials Mtg Total Annual Conference 2,7 Internet Service Marketing Mileage 3,4 Company Car Gas	25.00
GROSS PROFIT Expenditures Advertising Newspaper Ad's Total Advertising Annual Conference Council of Officials Mtg Total Annual Conference Internet Service Marketing Mileage Company Car Gas	65.65
Expenditures Advertising Newspaper Ad's Total Advertising Annual Conference Council of Officials Mtg Total Annual Conference Internet Service Marketing Mileage Company Car Gas	39.71
Advertising Newspaper Ad's Total Advertising Annual Conference Council of Officials Mtg Total Annual Conference Internet Service Marketing Mileage Company Car Gas	39.71
Newspaper Ad's Total Advertising Annual Conference Council of Officials Mtg Total Annual Conference Internet Service Marketing Mileage Company Car Gas	
Total Advertising Annual Conference Council of Officials Mtg Total Annual Conference Internet Service Marketing Mileage Company Car Gas	
Annual Conference Council of Officials Mtg Total Annual Conference Internet Service Marketing Mileage Company Car Gas	59.00
Council of Officials Mtg Total Annual Conference Internet Service Marketing Mileage Company Car Gas	59.00
Total Annual Conference Internet Service Marketing Mileage Company Car Gas	17.74
Internet Service Marketing Mileage Company Car Gas	87.50
Marketing Mileage 3,4 Company Car Gas	05.24
Mileage 3,4 Company Car Gas	66.92
Company Car Gas	50.00
Gas	66.65
•• • •	61.47
Maintenance-company car	05.67
Total Company Car	67.14
Total Mileage 4,1	33.79
Office Supplies 2,1	98.30
Payroll Expenses	
Taxes 4,5	36.08
Wages 57,8	82.08
Total Payroll Expenses 62,4	18.16
Printing and Reproduction	07.59
Professional Fees	
	36.25
	37.93
•	74.18
	22.54

NET REVENUE	\$ -28,714.67
NET OTHER REVENUE	\$ -60.00
Total Other Expenditures	\$60.00
Other Miscellaneous Expense	60.00
Other Expenditures	
NET OPERATING REVENUE	\$ -28,654.67
Total Expenditures	\$80,894.38
Total Travel	1,711.14
Meals	713.14
hotel	998.00
Travel	
Telephone	1,667.52
Total Repairs	75.00
Computer Repair	75.00
Repairs	
Total Rent	1,605.00
MBREC	525.00
Burwell Office Rent	850.00
Rent	230.00
	TOTAL

CNEDD - District Budget vs. Actuals: Budget_FY25_P&L - FY25 P&L July 2024 - January 2025

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	Actual	Budget	ov	er Budget	% of Budget
Revenue					
2024/25 Membership Dues	72,068.80	38,568.81		33,499.99	186.86%
6R1N	0.00	5,833.31		-5,833.31	0.00%
Annual Conference Registrations	550.00	1,000.00		-450.00	55.00%
Broadband	0.00	0.00		0.00	
USDA Technical Assistance	0.00	22,766.31		-22,766.31	0.00%
Total Broadband	\$ 0.00	\$ 22,766.31	-\$	22,766.31	0.00%
CNHD	3,949.74	0.00		3,949.74	
EDA	0.00	0.00		0.00	
EDA 2023/2024 Planning Grant	35,000.00	52,500.00		-17,500.00	66.67%
EDA 2024/2025 Planning Grant	17,500.00	0.00		17,500.00	
Total EDA	\$ 52,500.00	\$ 52,500.00	\$	0.00	100.00%
Fee for Services	2,000.00	8,166.69		-6,166.69	24.49%
Grant Administration Fees	28,526.53	122,053.75		-93,527.22	23.37%
Interest	1,530.06	116.69		1,413.37	1311.22%
Nebraska Legislature Funds	52,760.00	52,760.00		0.00	100.00%
Non Profit Income	16,321.04	0.00		16,321.04	
Unapplied Cash Payment Income	-22,136.00	0.00		-22,136.00	
Total Revenue	\$ 208,070.17	\$ 303,765.56	-\$	95,695.39	68.50%
Gross Profit	\$ 208,070.17	\$ 303,765.56	-\$	95,695.39	68.50%
Expenditures					
Advertising	0.00	583.31		-583.31	0.00%
Newspaper Ad's	831.40	0.00		831.40	
Total Advertising	\$ 831.40	\$ 583.31	\$	248.09	142.53%
Annual Conference	1,667.74	1,000.00		667.74	166.77%
Council of Officials Mtg	818.75	0.00		818.75	
Total Annual Conference	\$ 2,486.49	\$ 1,000.00	\$	1,486.49	248.65%
Board Meeting Expenses	0.00	350.00		-350.00	0.00%
Equipment	0.00	875.00		-875.00	0.00%
Insurance	-34.00	2,333.31		-2,367.31	-1.46%
Internet Service	500.76	0.00		500.76	
Marketing	50.00	0.00		50.00	
Mileage	7,633.72	10,500.00		-2,866.28	72.70%
Company Car	0.00	4,083.31		-4,083.31	0.00%
Gas	1,035.50	0.00		1,035.50	
Maintenance-company car	1,054.90	0.00		1,054.90	
Total Company Car	\$ 2,090.40	\$ 4,083.31	-\$	1,992.91	51.19%

Total Mileage	\$	9,724.12	\$	14,583.31	-\$	4,859.19	66.68%
Miscellaneous		-424.87		0.00		-424.87	
Office Supplies		5,731.30		10,500.00		-4,768.70	54.58%
Payroll Expenses		0.00		206,381.00		-206,381.00	0.00%
Taxes		12,215.02		0.00		12,215.02	
Wages		158,260.19		0.00		158,260.19	
Total Payroll Expenses	\$	170,475.21	\$	206,381.00	-\$	35,905.79	82.60%
Postage and Delivery		72.00		2,333.31		-2,261.31	3.09%
Printing and Reproduction		293.71		2,041.69		-1,747.98	14.39%
Professional Fees		0.00		0.00		0.00	
Accounting		0.00		7,000.00		-7,000.00	0.00%
Consulting Fee		8,032.75		14,000.00		-5,967.25	57.38%
Legal Fees		637.93		160.44		477.49	397.61%
Total Professional Fees	\$	8,670.68	\$	21,160.44	-\$	12,489.76	40.98%
Registration/Training/Dues		3,027.54		5,833.31		-2,805.77	51.90%
Rent		2,420.65		5,833.31		-3,412.66	41.50%
Burwell Office Rent		850.00		0.00		850.00	
Disaster Office Rent		-170.65		0.00		-170.65	
MBREC		1,225.00		0.00		1,225.00	
Total Rent	\$	4,325.00	\$	5,833.31	-\$	1,508.31	74.14%
Repairs		0.00		0.00		0.00	
Computer Repair		75.00		0.00		75.00	
Total Repairs	\$	75.00	\$	0.00	\$	75.00	
Telephone		3,874.71		4,958.31		-1,083.60	78.15%
Travel		0.00		4,666.69		-4,666.69	0.00%
hotel		1,625.32		0.00		1,625.32	
Meals		1,458.38		0.00		1,458.38	
Total Travel	\$	3,083.70	\$	4,666.69	-\$	1,582.99	66.08%
Total Expenditures	\$	212,762.75	\$	283,432.99	-\$	70,670.24	75.07%
Net Operating Revenue	-\$	4,692.58	\$	20,332.57	-\$	25,025.15	-23.08%
Other Expenditures							
Other Miscellaneous Expense		140.00		233.31		-93.31	60.01%
Total Other Expenditures	\$	140.00	\$	233.31	-\$	93.31	60.01%
Net Other Revenue	-\$	140.00	-\$	233.31	\$	93.31	60.01%
Net Revenue	-\$	4,832.58	\$	20,099.26	-\$	24,931.84	-24.04%

CNEDD - District Bill Payment List

November 1-18, 2024

Date	Vendor			Amount
11/18/2024	Callaway Hospital District		\$	230.00
11/18/2024	MBREC Michael D Fredrick		\$	200.00
11/18/2024	Hamilton NCTC		\$	83.46
11/18/2024	U.S. Cellular		\$	530.84
11/18/2024	Intuit Quickbooks		\$	309.00
11/18/2024	One Office Solution		\$	107.59
11/18/2024	Uptown Cooking Creations, Inc.		\$	775.00
	Meal for November 4th Annual Conf. \$	775.00		
11/18/2024	Maddie Ferber		\$	335.00
	Speaker- Annual Conf. Mileage Reimbursement \$	335.00		
11/18/2024	Sandra Hobson		\$	341.70
	Speaker- Annual Conf. Mileage Reimbursement \$	341.70		
11/18/2024	Judy Petersen - Consulting Fee		\$	1,938.75
11/18/2024	Kimball, Carla	709	\$	475.03
11/18/2024	Tielke, Letisha	471	\$	315.57
11/18/2024	Maxson, LaNae	971	\$	650.57
11/18/2024	Tomjack, Deanna	260	\$	174.20
11/18/2024	Visa-Card 1	57.04477612	\$	38.22
11/18/2024	Visa-Card 2	679.9402985	\$	455.56
11/18/2024	Visa-Card 3	0	\$	0.00
11/18/2024	Visa - Card 4	1517.552239	\$	1,016.76
**			\$	7,977.25
	Payroll Summary			
October 1-31, 2024			\$	18,731.90
Coforce a call again	Total Pay \$	17,400.74	т	2 6 1 2 min 2
	Employer Taxes \$			
		and the state of t	\$	18,731.90
				9

Ed Brown	El	Brown	·
Cheryl Carson			
Carla Kimball			

CNEDD - District Bill Payment List November 1-18, 2024

Date	Vendor		Amount
11/18/2024	Callaway Hospital District	\$	230.00
11/18/2024	MBREC Michael D Fredrick	\$	200.00
11/18/2024	Hamilton NCTC	\$	83.46
11/18/2024	U.S. Cellular	\$	530.84
11/18/2024	Intuit Quickbooks	\$	309.00✓
11/18/2024	One Office Solution	\$	107.59
11/18/2024	Uptown Cooking Creations, Inc.	\$	775.00 🗸
	Meal for November 4th Annual Conf.	\$ 775.00	
11/18/2024	Maddie Ferber	\$	335.00 🗸
	Speaker-Annual Conf. Mileage Reimbursement	\$ 335.00	
11/18/2024	Sandra Hobson	\$	341.70 🗸
	Speaker- Annual Conf. Mileage Reimbursement	\$ 341.70	
11/18/2024	Judy Petersen - Consulting Fee	\$	1,938.75 🗸
11/18/2024	Kimball, Carla	\$	475.03 🗸
11/18/2024	Tielke, Letisha	\$	315.57 🗸
11/18/2024	Maxson, LaNae	\$	650.57 🗸
11/18/2024	Tomjack, Deanna	\$	174.20 🗸
11/18/2024	Visa-Card 1 ~ 78.11 Adjustnt ok	\$	38.22
11/18/2024	Visa-Card 2	\$	455.56
11/18/2024	Visa-Card 3	\$	0.00
11/18/2024	Visa - Card 4	\$	1,016.76
		\$	7,977.25
	Payroll Summary		
October 1-31, 2024	<u>Total Cost</u>	\$	18,731.90
	Total Pay	\$ 17,400.74	
	Employer Taxes	\$ 1,331.16	
		\$	18,731.90

Ed Brown	
Cheryl Carson	heur (Arson)
-	
Carla Kimball	

CNEDD - District Bill Payment List

November 1-18, 2024

Date	Vendor				Amount	
11/18/2024	Callaway Hospital District	***********		\$	230.00) -
11/18/2024	MBREC Michael D Fredrick			\$	200.00	
11/18/2024	Hamilton NCTC			\$	83.46	
11/18/2024	U.S. Cellular			\$	530.84	
11/18/2024	Intuit Quickbooks			\$	309.00	
11/18/2024	One Office Solution			\$	107.59	
11/18/2024	Uptown Cooking Creations, Inc.			\$	775.00	
	Meal for November 4th Annual Conf.	\$	775.00			
11/18/2024	Maddie Ferber			\$	335.00	سب
	Speaker- Annual Conf. Mileage Reimbursement	\$	335.00	1,		
11/18/2024	Sandra Hobson			\$	341.70	*
	Speaker- Annual Conf. Mileage Reimbursement	\$	341.70			
11/18/2024	Judy Petersen - Consulting Fee			\$	1,938.75	-
11/18/2024	Kimball, Carla			\$	475.03	-
11/18/2024	Tielke, Letisha			\$	315.57	
11/18/2024	Maxson, LaNae			\$	650.57	ببون
11/18/2024	Tomjack, Deanna			\$	174.20	منب
11/18/2024	Visa-Card 1			\$	38.22	
11/18/2024	Visa-Card 2			\$	455.56	
11/18/2024	Visa-Card 3			\$	0.00	
11/18/2024	Visa - Card 4			\$	1,016.76	
				\$	7,977.25	•
	Payroll Summary					
ober 1-31, 2024	<u>Total Cost</u>	•		\$	18,731.90	
	Total Pay	\$	17,400.74			
	Employer Taxes	\$	1,331.16			
		************		\$	18,731.90	•
					1	

Fa Brown	
Cheryl Carson _	
Carla Kimball	Carla Kuntall

CNEDD - District Bill Payment List

November 25-December 13, 2024

Date	Vendor				Amount
11/25/2024	Trumbull Repair & Towing			\$	305.67
	Company Car - Replace Battery	\$	305.67	•	
12/13/2024	Melissa Osentowski - Burwell Office Rent			\$	425.00
	LaNae's New Office Rent - Lease not finalized	\$	425.00	-	
12/13/2024	MBREC Michael D Fredrick			\$	200.00
12/13/2024	Hamilton NCTC			\$	83.46
12/13/2024	US Cellular			\$	530.84
12/13/2024	Intuit Quickbooks			\$	309.00
12/13/2024	Quiz Graphic Arts, Inc.			\$	159.00
12/13/2024	Galyen Boettcher Baier Attoneys At Law			\$	312.53
	Secretary of State - Trade Name	\$	312.53		
12/13/2024	Judy Petersen - Consulting Fee			\$	1,265.00
12/13/2024	Maxson, LaNae			\$	336.68
12/13/2024	Tielke, Letisha			\$	342.37
12/13/2024	Tomjack, Deanna			\$	648.70
12/13/2024	Visa-Card 2			\$	1,058.17
12/13/2024	Visa - Card 3			\$	434.03
12/13/2024	Visa - Card 4			\$	254.69
				\$	6,665.14
	Payroll Summary				
November 1-30, 2024	Total Cost	•		\$	20,884.99
	Total Pay	###	#######		
	Employer Taxes				
				\$	20,884.99

Ed Brown_	Ed Brown	
Cheryl Carson_		
Carla Kimball		

CNEDD - District Bill Payment List November 25-December 13, 2024

Date	Vendor			Α	mount
11/25/2024	Trumbull Repair & Towing		Ş	5	305.67
	Company Car - Replace Battery	\$	305.67		
Previous -> 12/13/2024	Melissa Osentowski - Burwell Office Rent mo oc # 5,700 yean (エかののが * 43,440 yr) LaNae's New Office Rent - Lease not finalized	\$	425.00 ′	5	425.00
	MBREC Michael D Fredrick		Ş	>	200.00
	Hamilton NCTC		Ç	\$	83.46
12/13/2024	US Cellular		Ş	,	530.84
12/13/2024	Intuit Quickbooks		Ç	,	309.00 🗸
12/13/2024	Quiz Graphic Arts, Inc. Help warried Ad		Ş	;	159.00 🗸
	Galyen Boettcher Baier Attoneys At Law		Ş	\$	312.53
	Secretary of State - Trade Name	\$	312.53		
12/13/2024	Judy Petersen - Consulting Fee		\$	\$	1,265.00
12/13/2024	Maxson, LaNae	÷		;	336.68√ /
12/13/2024	Tielke, Letisha		\$	\$	342.37
12/13/2024	Tomjack, Deanna 38:25 115.49 17 Rept		\$	\$	648.70
12/13/2024			Ş	\$	1,058.17
12/13/2024	Visa - Card 3		Ş	\$	434.03
12/13/2024	Visa - Card 4		. \$;	254.69
				\$	6,665.14
	Payroll Summary		:		
November 1-30, 2024	<u>Total Cost</u>			\$ 2	20,884.99
	Total Pay	###	#########		
	Employer Taxes	\$	1,484.17		
			, , , , , , , , , , , , , , , , , , ,	\$;	20,884.99

Ed Brown			
Cheryl Carson	Cheyl	Carsa	
Carla Kimball			

CNEDD - District Bill Payment List November 25-December 13, 2024

Date	Vendor				Amount	
11/25/2024	Trumbull Repair & Towing			\$	305.67	
	Company Car - Replace Battery	\$	305.67		303.67	· · ·
12/13/2024	Melissa Osentowski - Burwell Office Rent	area.	,000,07	\$	425.00	
	LaNae's New Office Rent - Lease not finalized	\$	425.00	ب	423.00	
12/13/2024	MBREC Michael D Fredrick	*	-125.00	\$	200.00	
	Hamilton NCTC			\$		
12/13/2024				\$	83.46	
12/13/2024	Intuit Quickbooks			\$	530.84	
	Quiz Graphic Arts, Inc.			\$	309.00	
12/13/2024	Galyen Boettcher Baier Attoneys At Law			۶ \$	159.00	
	Secretary of State - Trade Name	\$	312.53	Þ	312.53	
12/13/2024	Judy Petersen - Consulting Fee	٠,	312.33	č	1 265 20	
	Maxson, LaNae			\$ \$ \$ \$ \$	1,265.00	
	Tielke, Letisha			ې د	336.68	
	Tomjack, Deanna			ې د	342.37	
12/13/2024	to the second se			ې خ	648.70	
12/13/2024				چ خ	1,058.17	
12/13/2024				۶ \$	434.03	
	-	***************************************	***************************************	<u>ှ</u> 5	254.69 6,665.14	
				Þ	0,003.14/	h
	Payroll Summary					
November 1-30, 2024	<u>Total Cost</u>			\$	20,884.99	1
	Total Pay	###	######			
	Employer Taxes					
		***************************************	·	\$	20,884.99	
				,	eriog≢ projecti©©e	

Ed Brown_			
Cheryl Carson_			
Carla Kimball	Carla	Kindale	***************************************

CNEDD - District Bill Payment List

December 30, 2024-January 17, 2025

Date	Vendor					Amount
12/30/2024	I NROC				\$	222 54
	All staff Conference Registration Fee		\$	222.54	ş	222.54
01/17/2025	Brush Creek Tech, LLC		٦	222.54	\$	75.00
	Update Laptop and create new user em	aří – Amy	s	75.00	Ş	75.00
01/17/2025	Melissa Osentowski – LaNae's Office		ب	75,00	\$	425.00
	MBREC Michael D Fredrick - Tish's				\$	
	Galyen Boettcher Baier Attoneys				۶ \$	200.00 125.40
• • •	SOS Trade Name Filing Fee and Publicati		\$	125.40	Ş	125.40
01/17/2025	U.S. Cellular	0113	÷	1,23,40	\$	E20 94
	Intuit Quickbooks				۶ \$	530.84
	Judy Petersen				۶ \$	309.00
	Maxson, LaNae		\$	522.60	\$	632.50
	Tielke, Letisha		\$	75.00	۶ \$	350.14 50.25
	Tomjack, Deanna		Ś	470.00	۶ \$	
01/17/2025			Ģ.	470.00	ې \$	314.90
	Visa - Card 3				\$	441.55
	Visa - Card 4				۶ \$	139.96
02/27/2020	viga Caja v	•		***************************************	<u>\$</u> \$	319.81
					Ş	4,136.89
	Payroll Summary	•				
December 1-31, 2024	<u>Total Cost</u>	······································				\$19,040.93
	-	Total Pay		\$17,687.83		T-10-10-10-10-10-10-10-10-10-10-10-10-10-
		Employer Taxes		\$1,353.10		
		• • • • • • • • • • • • • • • • • • • •	***************************************			\$19,040.93
	910					,,
Ed Brown	Ed Brown					
Cheryl Carson						
Carla Kimball						

CNEDD - District Bill Payment List December 30, 2024-January 17, 2025

	Date	Vendor	************			Amount	
	12/30/2024	NROC			\$	222	.54
		All staff Conference Registration Fee	\$	222.54	•		
	01/17/2025	Brush Creek Tech, LLC			\$	75	.00 🗸
	1	Update Laptop and create new user email - Amy	\$	75.00			
	01/17/2025	Melissa Osentowski - LaNae's Office Rent			\$	425	.00
	01/17/2025	MBREC Michael D Fredrick - Tish's Office Rent			\$	200	00 🗸
	01/17/2025	Galyen Boettcher Baier Attoneys At Law			\$	125	40 🗸
		SOS Trade Name Filing Fee and Publications	\$	125.40			
	01/17/2025	U.S. Cellular			\$		84 🗸
	01/17/2025	Intuit Quickbooks			\$		00 🔨
	01/17/2025	Judy Petersen			\$		50 🗸
	del	Maxson, LaNae			\$		14 /
	11/4	Tielke, Letisha			\$.25
	41 P.O. T.	Tomjack, Deanna			\$		90 🗸
	01/17/2025	Visa-Card 2			\$		55V _/
	112 mm	Visa - Card 3 Not needed C 43 18			\$		96 🗸
	01/17/2025	Visa - Card 4 Cash Reapt To 3.10	***************************************	***************************************	\$		81
		·			\$	4,136.	89
		Payroll Summary					
Decembe	r 1-31, 2024	<u>Total Cost</u>				\$19,040	0.93
		Total Pay		\$17,687.83			
		Employer Taxes	*****************************	\$1,353.10			
						\$19,040	0.93
	Ed Brown						
		Mr. FA					
C	neryl Carson	My ta					
	arla Kimball						
도 하네 비탈성	# F						

CNEDD - District Bill Payment List

December 30, 2024-January 17, 2025

Date	Vendor		 ***************************************		Amount
12/30/2024	NROC			\$	222.54
in sof non-	All staff Conference Registration Fee		\$ 222.54	4	300-300-000-0-30F
01/17/2025	Brush Creek Tech, LLC			\$	75.00 -
02,21,2020	Update Laptop and create new user emai	I - Amy	\$ 75.00		
01/17/2025	Melissa Osentowski - LaNae's Office R	ent		\$	425.00 -
01/17/2025	MBREC Michael D Fredrick - Tish's O	Office Rent		\$	200.00 -
01/17/2025	Galyen Boettcher Baier Attoneys	At Law		\$	125.40 -
	SOS Trade Name Filing Fee and Publication	ins	\$ 125.40		
01/17/2025	U.S. Cellular			\$	530.84
01/17/2025	Intuit Quickbooks			\$	309.00 ^
01/17/2025	Judy Petersen			\$	632.50
01/17/2025	Maxson, LaNae			\$	350.14
01/17/2025	Tielke, Letisha			\$	50.25 -
01/17/2025	Tomjack, Deanna			\$	314.90
01/17/2025	Visa-Card 2			\$	441.55
01/17/2025	Visa - Card 3			\$	139.96
01/17/2025	Visa - Card 4			\$	319.81
				\$	4,136.89 -
	Payroll Summary				
December 1-31, 2024	Total Cost				\$19,040.93 /
		Total Pay	\$17,687.83		
		Employer Taxes	\$1,353.10		
					\$19,040.93
Ed Brown					
Cheryl Carson					
,	A				
Carla Kimball	Carla Kumball				

CNEDD Board of Directors

2024-2025

Board Directors may serve for three 3-year terms. If a director fills a vacant position mid-term, that partial term will not be counted as a full 3-year term.

Director Name/Title	Representing	Category	Term / Ends	Region
Ed Brown, Chair	City of Long Pine	Government	Remainder of Term to 9/2017 Term 1 – 2017-2020 Term 2 – 2020-2023 Term 3 – 2023 to 2026	1
Cheryl Carson, Vice Chair	Village of Arnold	Economic Development	Term 1 – 2023-2026 Term 2 – Term 3 –	3
Deb Ritz	Village of Comstock	Government (Clerk/Treasurer)	Remainder of Term to 2025 Term 1 – Term 2 – Term 3 -	3
Cheye Young	City of Atkinson	Economic Development	Term 1 – 2024-2027 Term 2 – Term 3 –	2
Alvin Johnson	Village of Arcadia	Business	Remainder of term to 9/2024 Term 1 – Term 2 – Term 3 –	2
Kellee Rasmussen	Wheeler County	Business	Term 1 – 2024-2027 Term 2 – Term 3	2
Kristy Beard	City of Bassett	Government (Clerk/Treasurer)	Term 1 – 9/2025 Term 2 – Term 3 -	1
Melissa Wegner	Village of Springview	Government	Remainder of term to 9/2025 Term 1 – Term 2 – Term 3 -	1
Anne Gibbons	Custer County	Government	Term 1 – 2023-2025 Term 2 – Term 3 -	3

ARTICLE III - EXECUTIVE COMMITTEE

Section 1: Membership and Composition of Board of Directors

The membership of the Board of Directors shall consist of not less than seven (7) persons elected annually by the Council of Officials and consist of elected or appointed officials from the Council of Officials membership. Elections will be held annually for existing vacancies as a result of term limits. The Board composition will comply with the current requirements set forth by the Economic Development Administration (EDA).

- A. At least one (1) Board of Directors member shall be a representative of each of the following three (3) regions:
 - 1) Region One (1): Blaine, Boyd, Brown, Cherry, Keya Paha, Loup and Rock counties

- 2) Region Two (2): Garfield, Greeley, Holt, Valley and Wheeler counties
- 3) Region Three (3): Custer and Sherman counties

Section 2: Length of Terms of Board of Director Members

The terms of members of the Board of Directors shall be three years, except that at the inception one- third of the Board shall serve for a period of one year, one-third for two years, and one-third for three years, and shall be determined by lot. A member may serve two (2) consecutive terms and then must be off the Board for at least one (1) year prior to further Board eligibility.

Section 6: Quorum

A quorum shall be present at any meeting of the Board of Directors with the presence of a simple majority of the membership of that body.

Section 7: Vote Required for Action

Any action of the Board of Directors may be taken by a simple majority vote of the members present.

Section 8: Removal of Board Member

Any member elected or appointed by the Council of Officials may be removed by the Board of Directors whenever, in its judgment, the best interest of the District would be served thereby. Any Board member missing three board meetings during the 12-month fiscal year may be removed from the Board by a simple majority vote of the Board.

Section 9: Vacancy on the Board of Directors

A vacancy on the Board of Directors because of death, resignation, removal, disqualification, or otherwise shall be filled by a vote of the Board of Directors.

CENTRAL NEBRASKA ECONOMIC DEVELOPMENT DISTRICT

PROFESSIONAL HOUSING SERVICE/CONSULTANT AGREEMENT FOR 25-11-148 REGIONAL DEVELOPMENT INITATIVE NORTHEAST REGION PROJECT

THIS AGREEMENT made and entered into by and between the **Central Nebraska Economic Development District** (hereinafter referred to as the District/Awardee) and **X Company**, (hereinafter referred to as the Consultant).

WITNESSES THAT:

WHEREAS, the District/Awardee and the Consultant are desirous of entering into a contract to formalize their relationship, and

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended through 1981 and 24 CFR 570, the State of Nebraska Department of Economic Development (the Department) is authorized by the federal Department of Housing and Urban Development (HUD) to provide Regional Development Initiative Grant Program funds (hereinafter referred to as RDI funds) to units of local government selected to undertake and carry out certain programs and projects under the Nebraska State Regional Development Initiative Grant Program in compliance with all applicable local, state and federal laws, regulations and policies, and

WHEREAS, the District/Awardee, as part of its 2025 RDI grant agreement with the Department, under contract number 25-11-148, has been awarded RDI funds for the purposes set forth herein, and

WHEREAS, the Scope of Work included in this contract is authorized as part of the District/Awardee's approved RDI program, and

WHEREAS, it would be beneficial to the District/Awardee to utilize the Consultant as an independent entity to accomplish the Scope of Work set forth herein and such endeavor would tend to best accomplish the objectives of the local RDI program.

NOW, THEREFORE, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived therefrom, the parties hereto agree as follows:

1. Services to be Provided by the Parties

- **a.** The Consultant shall complete, in a satisfactory and proper manner as determined by the District/Awardee, the work activities described in the Scope of Work (**Attachment#1**).
- **b.** The District/Awardee will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 Compensation below.

2. Time of Performance

The effective date of this contract shall be April 1, 2025. The termination date of the contract shall be August 15,2026.

3. Compensation

The District/Awardee shall reimburse the Consultant in accordance with the Payment Schedule described in **Attachment #2** for all allowable expenses agreed upon by the parties to complete the Scope of Work. Contract will not use cost-plus or percentage of cost basis. In no event shall the total amount reimbursed by the District/Awardee exceed the sum of \$25,000.00 (Twenty-Five Thousand Dollars). Reimbursement under this contract shall be based on billings that are supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement shall not be submitted in excess of the actual, immediate cash requirements necessary to carry out the purposes of this agreement.

It is also understood that this contract is funded in whole or in part with funds through the State of Nebraska Regional Development Initiative Grant Program as administered by the Department and is subject to those regulations and restrictions normally associated with federally funded programs and any other requirements that the state may prescribe.

4. Record Maintenance, Record Retention, and Access to Records

The Consultant agrees to maintain such records and follow such procedures as may be required under 2 CFR §200.300–345 and any such procedures that the District/Awardee or the Department may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Consultant until such time as the grant is closed out. Then, Consultant will deliver all records and work undertaken to the District/Awardee for their retention for a period of ten years after the final audit of the District/Awardee's RDI project, unless a longer period is required to resolve audit findings or litigation. In such cases, the District/Awardee shall request a longer period for record retention.

The District/Awardee, the Department, and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Consultant involving transactions to this local program and contract.

5. Relationship

The relationship of the Consultant to the District/Awardee shall be that of an independent Consultant rendering professional services. The Consultant shall have no authority to execute contracts or to make commitments on behalf of the District/Awardee and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the District/Awardee and the Consultant.

6. Suspension, Termination and Close Out

If the Consultant fails to comply with the terms and conditions of this contract the District/Awardee may pursue such remedies as are legally available including, but not limited to the suspension or termination of this contract in the manner specified herein:

a. **Suspension:** If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with the

provisions of this contract, the District/Awardee may suspend the contract pending corrective actions or investigation, effective not less than 7 days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the District/Awardee and is able to substantiate its full compliance with the terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowed under the contract except:

- 1) Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.
- 2) If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.
- 3) In the event all or any portion of the work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated, the District/Awardee shall pay the Consultant for work performed to the satisfaction of the District/Awardee, in accordance with the percentage of the work completed.
- b. **Termination for Cause:** The District/Awardee may terminate its contract with the Consultant if the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exist.
 - The lack of compliance with the provisions of this contract are of such scope and nature that the District/Awardee deems continuation of the contract to be substantially detrimental to the interests of the District/Awardee;
 - The Consultant has failed to take satisfactory action as directed by the District/Awardee or its authorized representative within the time specified by same;
 - 3) The Consultant has failed within the time specified by the District/Awardee or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract; then, the District/Awardee may terminate this contract in whole or in part, and thereupon shall notify the Consultant of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions are allowable.
- c. Termination for Other Grounds: This contract may also be terminated in whole or in part:
 - 1) By the District/Awardee, with the consent of the Consultant, or by the Consultant with the consent of the District/Awardee, in which case the two parties shall devise by mutual agreement, the conditions of termination including effective date and in case of termination in part, that portion to be terminated.
 - 2) If the funds allocated by the District/Awardee via this contract are from anticipated

sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.

- 3) In the event the District/Awardee fails to pay the Consultant promptly or within 60 days after invoices are rendered, the District/Awardee agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such an event, the District/Awardee shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.
- 4) The District/Awardee may terminate this contract at any time giving at least 10-days' notice in writing to the Consultant. If the contract is terminated for the convenience of the District/Awardee as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

7. Changes, Amendments, Modifications

The District/Awardee may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation therefore, which are mutually agreed upon by the District/Awardee and the Consultant shall be incorporated in written amendments to this contract.

8. Personnel

The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees or have any contractual relationship to the District/Awardee.

All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the District/Awardee. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

9. Assignability

The Consultant shall not assign any interest on this contract and shall not transfer any interest on this contract (whether by assignment or notation), without prior written consent of the District/Awardee thereto: Provided, however, that claims for money by the Consultant from the District/Awardee under this contract may be assigned to a bank, trust company, or other financial institutions without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the District/Awardee.

10. Reports and Information

The Consultant, at such times and in such forms as the District/Awardee may require, shall furnish the District/Awardee such periodic reports as it may request pertaining to the work or

services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

11. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the District/Awardee.

12. Copyright

No reports, maps, or other documents produced in whole or in part under this contract shall be subject of an application for copyright by or on behalf of the Consultant.

13. Compliance With Local Laws

The Consultant shall comply with all applicable laws, ordinances and codes of the state and local governments and the Consultant shall save the District/Awardee harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.

14. Title VI of the Civil Rights Act of 1964

No person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

15. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

16. Build America, Buy America Act (BABA)

The District/Awardee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

The District/Awardee shall include this BABA clause in any procurement bid/contract documents to ensure BABA compliance by subgrantees, developers and/or contractors.

17. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities

a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- b. The parties to this contract will comply with the provisions of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.
- c. The consultant will send to each labor organization or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 2 CFR Part 135.

18. Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101, et.seq.)

No person will be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

19. Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794)

No otherwise qualified individual will, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal assistance funds.

20. Executive Order 11246, As Amended.

This Order applies to all federally assisted construction contracts and subcontracts. The Grantee and subcontractors, if any, will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee and subcontractors, if any, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

21. Conflict of Interest 2 CFR §200.318

No officer, employee or agent of the Grantee who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this contract. Upon written request, exceptions may be granted upon a case-by-case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by the Department.

22. Audits and Inspections

The District/Awardee, the Department, the State Auditor and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the RDI project and this contract, by whatever legal and reasonable means are deemed expedient by the District/Awardee, DED, the State Auditor and HUD.

23. Hold Harmless

The Consultant agrees to indemnify and hold harmless the District/Awardee, its appointed and elected officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the District/Awardee, its elected or appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this agreement. The Consultant shall not be liable for property and bodily injury as may result from the negligence of any construction contractor or construction subcontractor.

24. Governing Law

This Agreement will be governed by the laws of the State of Nebraska, without regard to that body of law controlling conflicts of law. Any legal proceeding arising out of or relating to this Agreement shall be instituted in any court of general jurisdiction in the State of Nebraska.

This agreement contains all terms and conditions agreed to by the District/Awardee and the Consultant. The attachments to this agreement are identified as follows:

ATTACHMENT #1 - SCOPE OF WORK and FEES for CENTRAL NEBRASKA ECONOMIC DEVELOPMENT DISTRICT for Marketing Services consisting of Two (2) pages.

ATTACHMENT #2 - PAYMENT SCHEDULE for CENTRAL NEBRASKA ECONOMIC DEVELOPMENT DISTRICT for Marketing Services consisting of One (1) page.

WITNESS WHEREOF, the District/Awardee and the Consultant have executed this contract agreement as of the date and year last written below.

DISTRICT/AWARDEE (Central Nebraska Economic Development District) P.O. Box 171
Callaway, NE 68825
By: <u>Ed Brown</u>
Title: Chairperson
Signature:
Date:
APPROVED as to legal form:
District/Awardee Attorney
By:
Date:
LIAISON FOR DISTRICT/AWARDEE:
Carla Kimball, Executive Director (402)394-1755
Carla.kimball@cnedd.org
CONSULTANT ()
Address
City, State, Zip
Ву:
Title:
Signature:
Date:
LIAISON FOR Consultant Name:
Name
Phone Email

ATTACHMENT #1 - SCOPE OF WORK

The selected consultant will:

- **Discovery**: Conduct research with stakeholders to identify critical topics for developers, housing agencies, homebuyers, and leaders.
- Incorporate data provided by the Housing Action Team which will include links to:
- a. Resources
- b. Assistance plans
- c. Innovative housing in Nebraska being implemented
- d. Apprenticeships, Co-ops, and internships
- e. Employment created and retained due to housing reports per county
- f. Research and include in summaries per County average income of residents

• Data Analysis:

- a. Research and summarize housing studies for Northeast Region communities. If unavailable, extrapolate data using comparable towns in the county.
- b. Include detailed data on shovel-ready sites and vacant lots (i.e. infrastructure completed), upper story housing, renovation opportunities, and potential for conversions (i.e. nursing homes or commercial properties).
- c. Identify and summarize housing needs by area, including rehabilitation, single-family, and multifamily housing.
- d. Create an inventory of housing programs and identify gaps.
- e. Provide quarterly reports beginning first quarter of 2025 (March) to navigator and team covering
- i. Baseline report (March 2025)
- ii. Jobs Created or Retained (directly in data collection, planning, or research)
- iii. Number of Local Businesses or Workers Engaged in the study process (e.g., contractors, surveyors, analysts)
- iv. Training or Certification Programs Integrated into the study (if applicable)
- v. Policy Recommendations emerging from the study that impact workforce development (e.g., zoning changes to encourage affordable housing)
- vi. Economic Forecasting Data identifying potential workforce growth areas or shortages
 - Barrier Assessment: Summarize zoning and code challenges for each county.
 - **Program Compilation**: Summarize existing mentorship, apprenticeship, and intern programs related to housing, including links to applications.
 - Reporting and Training:
 - a. Conduct one *in-person* informational presentation with the Regional Team. (Fall of 2025)
 - b. Provide two updates via Zoom during the contract period.
 - **Submission of Information**: Coordinate with the selected marketing team as directed by the Navigator and Housing Action Team.

Submission Guidelines

Proposals must include:

- Executive Summary: Overview of qualifications, experience, and proposed strategy.
- Approach and Methodology: Description of the proposed approach to the scope of work.
- Budget: Detailed cost breakdown, including any additional expenses (e.g., travel).

Timeline

• Proposal Submission Deadline: March 10, 2025.

Award Date: March 24, 2025.Contract Date: April 1, 2025

• **Completion Deadline**: September 30, 2025.

• Quarterly reports: beginning quarter 1, 2025 to quarter 3, 2026.

Budget: Not to exceed \$55,000.



ATTACHMENT #2 – PAYMENT SCHEDULE



CENTRAL NEBRASKA ECONOMIC DEVELOPMENT DISTRICT

PROFESSIONAL MARKETING SERVICE/CONSULTANT AGREEMENT
FOR 25-11-148 REGIONAL DEVELOPMENT INITATIVE NORTHEAST REGION PROJECT

THIS AGREEMENT made and entered into by and between the **Central Nebraska Economic Development District** (hereinafter referred to as the District/Awardee) and **X Company**, (hereinafter referred to as the Consultant).

WITNESSES THAT:

WHEREAS, the District/Awardee and the Consultant are desirous of entering into a contract to formalize their relationship, and

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended through 1981 and 24 CFR 570, the State of Nebraska Department of Economic Development (the Department) is authorized by the federal Department of Housing and Urban Development (HUD) to provide Regional Development Initiative Grant Program funds (hereinafter referred to as RDI funds) to units of local government selected to undertake and carry out certain programs and projects under the Nebraska State Regional Development Initiative Grant Program in compliance with all applicable local, state and federal laws, regulations and policies, and

WHEREAS, the District/Awardee, as part of its 2025 RDI grant agreement with the Department, under contract number 25-11-148, has been awarded RDI funds for the purposes set forth herein, and

WHEREAS, the Scope of Work included in this contract is authorized as part of the District/Awardee's approved RDI program, and

WHEREAS, it would be beneficial to the District/Awardee to utilize the Consultant as an independent entity to accomplish the Scope of Work set forth herein and such endeavor would tend to best accomplish the objectives of the local RDI program.

NOW, THEREFORE, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived therefrom, the parties hereto agree as follows:

1. Services to be Provided by the Parties

- **a.** The Consultant shall complete, in a satisfactory and proper manner as determined by the District/Awardee, the work activities described in the Scope of Work (**Attachment#1**).
- **b.** The District/Awardee will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 Compensation below.

2. Time of Performance

The effective date of this contract shall be April 1, 2025. The termination date of the contract shall be August 15,2026.

3. Compensation

The District/Awardee shall reimburse the Consultant in accordance with the Payment Schedule described in **Attachment #2** for all allowable expenses agreed upon by the parties to complete the Scope of Work. Contract will not use cost-plus or percentage of cost basis. In no event shall the total amount reimbursed by the District/Awardee exceed the sum of \$25,000.00 (Twenty-Five Thousand Dollars). Reimbursement under this contract shall be based on billings that are supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement shall not be submitted in excess of the actual, immediate cash requirements necessary to carry out the purposes of this agreement.

It is also understood that this contract is funded in whole or in part with funds through the State of Nebraska Regional Development Initiative Grant Program as administered by the Department and is subject to those regulations and restrictions normally associated with federally funded programs and any other requirements that the state may prescribe.

4. Record Maintenance, Record Retention, and Access to Records

The Consultant agrees to maintain such records and follow such procedures as may be required under 2 CFR §200.300–345 and any such procedures that the District/Awardee or the Department may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Consultant until such time as the grant is closed out. Then, Consultant will deliver all records and work undertaken to the District/Awardee for their retention for a period of ten years after the final audit of the District/Awardee's RDI project, unless a longer period is required to resolve audit findings or litigation. In such cases, the District/Awardee shall request a longer period for record retention.

The District/Awardee, the Department, and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Consultant involving transactions to this local program and contract.

5. Relationship

The relationship of the Consultant to the District/Awardee shall be that of an independent Consultant rendering professional services. The Consultant shall have no authority to execute contracts or to make commitments on behalf of the District/Awardee and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the District/Awardee and the Consultant.

6. Suspension, Termination and Close Out

If the Consultant fails to comply with the terms and conditions of this contract the District/Awardee may pursue such remedies as are legally available including, but not limited to the suspension or termination of this contract in the manner specified herein:

a. **Suspension:** If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with the

provisions of this contract, the District/Awardee may suspend the contract pending corrective actions or investigation, effective not less than 7 days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the District/Awardee and is able to substantiate its full compliance with the terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowed under the contract except:

- 1) Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.
- 2) If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.
- 3) In the event all or any portion of the work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated, the District/Awardee shall pay the Consultant for work performed to the satisfaction of the District/Awardee, in accordance with the percentage of the work completed.
- b. **Termination for Cause:** The District/Awardee may terminate its contract with the Consultant if the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exist.
 - The lack of compliance with the provisions of this contract are of such scope and nature that the District/Awardee deems continuation of the contract to be substantially detrimental to the interests of the District/Awardee;
 - The Consultant has failed to take satisfactory action as directed by the District/Awardee or its authorized representative within the time specified by same;
 - 3) The Consultant has failed within the time specified by the District/Awardee or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract; then, the District/Awardee may terminate this contract in whole or in part, and thereupon shall notify the Consultant of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions are allowable.
- c. Termination for Other Grounds: This contract may also be terminated in whole or in part:
 - 1) By the District/Awardee, with the consent of the Consultant, or by the Consultant with the consent of the District/Awardee, in which case the two parties shall devise by mutual agreement, the conditions of termination including effective date and in case of termination in part, that portion to be terminated.
 - 2) If the funds allocated by the District/Awardee via this contract are from anticipated

sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.

- 3) In the event the District/Awardee fails to pay the Consultant promptly or within 60 days after invoices are rendered, the District/Awardee agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such an event, the District/Awardee shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.
- 4) The District/Awardee may terminate this contract at any time giving at least 10-days' notice in writing to the Consultant. If the contract is terminated for the convenience of the District/Awardee as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

7. Changes, Amendments, Modifications

The District/Awardee may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation therefore, which are mutually agreed upon by the District/Awardee and the Consultant shall be incorporated in written amendments to this contract.

8. Personnel

The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees or have any contractual relationship to the District/Awardee.

All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the District/Awardee. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

9. Assignability

The Consultant shall not assign any interest on this contract and shall not transfer any interest on this contract (whether by assignment or notation), without prior written consent of the District/Awardee thereto: Provided, however, that claims for money by the Consultant from the District/Awardee under this contract may be assigned to a bank, trust company, or other financial institutions without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the District/Awardee.

10. Reports and Information

The Consultant, at such times and in such forms as the District/Awardee may require, shall furnish the District/Awardee such periodic reports as it may request pertaining to the work or

services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

11. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the District/Awardee.

12. Copyright

No reports, maps, or other documents produced in whole or in part under this contract shall be subject of an application for copyright by or on behalf of the Consultant.

13. Compliance With Local Laws

The Consultant shall comply with all applicable laws, ordinances and codes of the state and local governments and the Consultant shall save the District/Awardee harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.

14. Title VI of the Civil Rights Act of 1964

No person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

15. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

16. Build America, Buy America Act (BABA)

The District/Awardee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

The District/Awardee shall include this BABA clause in any procurement bid/contract documents to ensure BABA compliance by subgrantees, developers and/or contractors.

17. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities

a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- b. The parties to this contract will comply with the provisions of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.
- c. The consultant will send to each labor organization or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 2 CFR Part 135.

18. Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101, et.seq.)

No person will be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

19. Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794)

No otherwise qualified individual will, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal assistance funds.

20. Executive Order 11246, As Amended.

This Order applies to all federally assisted construction contracts and subcontracts. The Grantee and subcontractors, if any, will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee and subcontractors, if any, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

21. Conflict of Interest 2 CFR §200.318

No officer, employee or agent of the Grantee who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this contract. Upon written request, exceptions may be granted upon a case-by-case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by the Department.

22. Audits and Inspections

The District/Awardee, the Department, the State Auditor and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the RDI project and this contract, by whatever legal and reasonable means are deemed expedient by the District/Awardee, DED, the State Auditor and HUD.

23. Hold Harmless

The Consultant agrees to indemnify and hold harmless the District/Awardee, its appointed and elected officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the District/Awardee, its elected or appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this agreement. The Consultant shall not be liable for property and bodily injury as may result from the negligence of any construction contractor or construction subcontractor.

24. Governing Law

This Agreement will be governed by the laws of the State of Nebraska, without regard to that body of law controlling conflicts of law. Any legal proceeding arising out of or relating to this Agreement shall be instituted in any court of general jurisdiction in the State of Nebraska.

This agreement contains all terms and conditions agreed to by the District/Awardee and the Consultant. The attachments to this agreement are identified as follows:

ATTACHMENT #1 - SCOPE OF WORK and FEES for CENTRAL NEBRASKA ECONOMIC DEVELOPMENT DISTRICT for Marketing Services consisting of One (1) page.

ATTACHMENT #2 - PAYMENT SCHEDULE for CENTRAL NEBRASKA ECONOMIC DEVELOPMENT DISTRICT for Marketing Services consisting of One (1) page.

WITNESS WHEREOF, the District/Awardee and the Consultant have executed this contract agreement as of the date and year last written below.

DISTRICT/AWARDEE (Central Nebraska Economic Development District) P.O. Box 171 Callaway, NE 68825
Callaway, NE 68825
By: Ed Brown
Title: Chairperson
Signature:
Date:
APPROVED as to legal form:
District/Awardee Attorney
Ву:
Date:
LIAISON FOR DISTRICT/AWARDEE:
Carla Kimball, Executive Director (402)394-1755 Carla.kimball@cnedd.org
Carra. Kirriban@Cneuu.org
CONSULTANT ()
Address
City, State, Zip
By:
Title:
Signature:
Date:
LIAISON FOR Consultant Name:
Name
Phone Email

ATTACHMENT #1 - SCOPE OF WORK

THE CONSULTANT WILL, AS FOLLOWS:

Scope of Work

- 1. Website Development
- a. Collaborate with the Housing Action Team and housing study firm to gather and present bilingual content (English and Spanish).
- b. Upgrade the host existing website of Northeast Development Network to accommodate 6 Regions One Nebraska information.
- 2. Video Creation
- a. Produce ten (10)- 90-second informational videos based on Housing Action Team input.
- 3. Marketing Materials
- a. Develop up to ten (10) editable, professional marketing documents in print and digital formats.
- 4. Social Media Management
- a. Create bilingual social media posts for events and educational purposes.
- b. Track and report analytics to Navigator and Action Team.
- 5. **QR Code Development**
- a. Generate QR codes for use in printed materials as needed.
- 6. Content Updates and Management
- a. Provide ongoing updates to the website and manage social media content effectively.
- 7. Measurement and Evaluation
- a. Establish and monitor key performance indicators (KPIs) to evaluate marketing success, with regular progress reports.

Reporting and Training

- Conduct one in-person information session for the Regional Team.
- Offer availability for ongoing questions and collaboration with the Action Team and Navigator.
- Provide two progress updates via Zoom during the contract period.
- Transfer administrative rights for the website and social media to the Housing Action Team upon contract termination, unless dual administration is feasible prior to end of contract.

Submission Guidelines

Proposals must include:

- 1. **Executive Summary**: Overview of qualifications, experience, and proposed strategy.
- 2. Approach and Methodology: Description of the proposed approach to the scope of work.
- 3. **Budget**: Detailed breakdown, including additional expenses.

Timeline

- Submission Deadline: March 10, 2025.
- Award Date: March 24, 2025.
- Contract date: April 1, 2025
- Completion Deadlines:
- Functional website within 6 months of award. (September 2025)
- All content creation is completed within 12 months of the award. (April 2026)
- Updates and maintenance until September 2026, then administrative control is passed to Housing Action Team designated representatives.

ATTACHMENT #2 – PAYMENT SCHEDULE



Request for Proposals for Auditing Services

Central Nebraska Economic Development District (CNEDD), a quasi-governmental organization, which serves fourteen (14) counties in Central Nebraska, is seeking professional technical services for auditing services. This request is for an Expression of Interest and proposals from firms interested in performing these technical and professional services. The selected consultant is required to assist CNEDD with the following:

Performance Standards:

- Providing auditing services in accordance with the auditing standards adopted by the American Institute of Certified Public Accountants, and the additional standards established by the Comptroller General of the United States through the General Accounting Office (GAO), Standards for Audit of Governmental Organizations, Programs, Activities and Functions (1994), Guidelines for Financial and Compliance Audits of Federally Assisted Programs (1991), Audits of States, Local Governments, and Non-profit Organizations (OMB Circular A-133).
- Conduct an audit on an annual basis, by a properly licensed, certified public accountant who during a two (2) year period will or has completed eighty (80) hours of continuing education of which twenty-four (24) are in the area of governmental accounting and has experience in the area of governmental and non-profit auditing.

Scope and Duration of Services, for a Proposed Three-year Period

- Examine all financial statements, accounts, records, procedures and reports pertaining to CNEDD on an annual basis. CNEDD's fiscal year runs from July 1 to June 30.
- Perform the following: (1) a study or evaluation of the system of internal control; (2) proper tests of the accounting records and other financial material; (3) tests of transactions for compliance with applicable laws and regulations; and (4) a review of the accounting system in operation.
- Submit a written audit report documenting all audit findings, as well as a written Management Letter stating any recommendations for improved procedures or strengthened controls.
- Upon request, attend one of the CNEDD's Board of Director's meetings to be held after submission of the completed audit report.

The selection of a specialist will be made according to the following evaluation criteria:

- Technical expertise of the firm in connection with the type of services to be provided and the complexity of the project (25 points).
- Past record of performance on contracts with other clients including quality of work, timeliness and cost control (25 points).
- Capacity of the firm to perform the work within the time limitations, taking into consideration the current and planned workload of the firm (20 points).
- Familiarity of the firm with accounting and auditing standards, particularly in the areas of governmental and non-profit auditing. (20 points).
- Cost of the services to be provided, broken down by year. (10 points).

CNEDD will evaluate all submittals in a timely manner and may require the top qualified firm to meet with the members for the purpose of contract negotiations for a fixed price or not-to-exceed contract. This request does not commit CNEDD to pay any costs incurred in the preparation and submission of your Expression of Interest and Proposal or to contract for any services. CNEDD has the right to refuse any and/or all proposals. CNEDD is an equal opportunity employer and requires compliance by its contractors and consultants with all applicable federal and state laws and regulations. Please send one (1) copy of your Expression of Interest and Proposal to Ed Brown, Chairperson, CNEDD, PO Box 981, Atkinson, NE 68713 no later than 5:00 p.m. Friday, April 15th, 2025.

Central Nebraska Economic Development District

CREDIT CARD POLICY
Adopted March 18, 2014
(Amended and) Updated February 20, 2025

GENERAL

The purpose of this policy is to establish rules for CNEDD employees regarding the usage of the Central Nebraska Economic Development District credit cards.

CREDIT CARD LIMIT

The Central Nebraska Economic Development District has set a maximum credit limit for the CNEDD credit card at \$6,500 between four (4) credit cards. These credit cards have been secured through the Tri-County Bank.

AUTHORIZED CREDIT CARD USERS

The following CNEDD staff will be authorized to charge business-related expenses on the CNEDD credit card:

- 1. Executive Director
- 2. Finance Manager
- 3. Marketing Specialist

CNEDD Staff member assigned and approved by CNEDD Board of DirectorsAll changes to authorized credit card users as a resolution will be approved by the majority vote of the CNEDD Board of Directors.

SPENDING LIMITS

- 1. Purchases under \$100.00 Any purchases that totals under \$100.00 will not require prior authorization to purchase.
- 2. Purchases \$100.01 to \$499.99 Any purchases that total between \$100.01 and \$499.99 must be authorized by the employee's supervisor prior to purchasing the item(s) or incurring the costs.
- 3. Purchases \$500 or more Any purchases that total \$500.00 or more must be authorized by the Board of Directors prior to purchasing the item(s) or incurring the costs.

DOCUMENTATION/RECEIPTS

Staff are required to submit all receipts to the Finance Manager for processing.

CREDIT CARD PAYMENT

The CNEDD credit card will be paid monthly, following written approval by the CNEDD Finance Committee.

Central Nebraska Economic Development District

CREDIT CARD POLICY Adopted March 18, 2014

GENERAL

The purpose of this policy is to establish rules for CNEDD employees regarding the usage of the Central Nebraska Economic Development District credit card.

CREDIT CARD LIMIT

The Central Nebraska Economic Development District has set a maximum credit limit for the CNEDD credit card at \$3,000.00. This credit card has been secured through the Tri-County Bank.

AUTHORIZED CREDIT CARD USERS

The following CNEDD staff will be authorized to charge business-related expenses on the CNEDD credit card:

- 1. Judy Petersen Executive Director
- 2. Linda Hazen Grant/Finance Manager
- 3. Kathy Drake Community Development Project Manager
- 4. Melissa Krysl Marketing Specialist

SPENDING LIMITS

- 1. Purchases under \$100.00 Any purchases that totals under \$100.00 will not require prior authorization to purchase.
- 2. Purchases \$100.01 to \$499.99 Any purchases that total between \$100.01 and \$499.99 must be authorized by the employee's supervisor prior to purchasing the item(s) or incurring the costs.
- 3. Purchases \$500 or more Any purchases that total \$500.00 or more must be authorized by the Board of Directors prior to purchasing the item(s) or incurring the costs.

DOCUMENTATION/RECEIPTS

Staff are required to submit all receipts to the Grant/Finance Manager for processing.

CREDIT CARD PAYMENT

The CNEDD credit card will be paid monthly, following written approval by the CNEDD Finance Committee.

GRANTS IN PROGRESS (does not include CDBG-Disaster Recovery Applications)				
Community	Grant #	Grant Amount Project	Status	
	005111001			
Ainsworth	22PW001	\$433,000 Street Improvements	Project Completed	
Ansley	23PP001	\$39,000 Planning Grant	In Progress	
Bartlett	22PW002	\$420,279 Street Improvements	In Progress	
Brown County	USDA	\$871,336 Hospital Rehab/Equipment	In Progress.	
Burwell	22TFHP32019	\$516,520 New Single Family Homes	In Progress	
Ewing	22TFRH32033	\$431,640 New Rental Duplex	Project Completed	
Scotia	24PWI014	\$480,000 Public Works Infrastructure Streets	Notice of Award	
Stuart Village Man	or 24TFRH32022	\$789,500 2 New Rental Duplexes	Release of Funds	
Valentine	21TFHP32019	\$500,000 New Single Family Homes	In Progress	
Wolbach	23PWI011	\$433,000 Public Recreation Improvements	Engineering	
CNEDD	25-11-148	\$200,000 6R1N Housing (RDI)	In Progress	
CNED Inc	22TFHP32012	\$599,500 DPA/Minor Rehab	In Progress	
CNED Inc	22TFHO32013	\$599,500 Owner Occupied Housing Rehab	In Progress	
То	tals	\$6,313,275		
2024/2025 GRANTS WRITTEN				
Community	Grant #	Grant Amount Project	Status	
Community	Orant #	Grant Amount i Toject	Otatus	
Stuart	NDEE	\$ 125,000 American Public Power Grant		
Stuart	NDEE	\$ 145,183 Electrical Metering System	Not Awarded	
		\$ 270,183		
GRANTS CLOSING OUT				
Community	Grant #	Grant Amount Project	Status	
A I	0450000	\$440.507. O		
Anselmo	21PW002	\$410,597 Community Center Expansion	OL	
Arnold	21PP002	\$37,500 Community Planning	Closeout Letter Received	
Bassett	20TFRH32007	\$356,490 New Rental Duplex		
Burwell	21PP004	\$33,000 Community Planning		
Cherry County _	21TD001	\$385,039 Tourism		
То	tals	\$1,222,626		
REPURPOSED GRANTS				
Community	Grant#	Grant Amount Project	Status	
Ainsworth	Repurposed	\$ 158,000 Street Lights	In Progress	
Bassett	Repurposed	\$ 45,000 Bathroom Remodel	In Progress	
Custer County	Repurposed	\$ 216,000 OOR	Ongoing	
Sargent	Repurposed	\$ 103,000 Public Works	In Process	
Stuart	Repurposed	\$ 370,000 Public works	In Process	
Valentine	Repurposed	\$ 36,000 Public Works	In Process	
	otals	\$ 928,000 \$ 928,000		
10		Ψ 020,000		