

PUBLIC NOTICE of SPECIAL MEETING
ALMA CITY COUNCIL

NOTICE IS HEREBY GIVEN, that a **SPECIAL MEETING** of the City Council of the City of Alma, Nebraska, will be held at **5:30 P.M., on Thursday, May 30, 2024, at ALMA CITY HALL, 614 MAIN STREET, ALMA NEBRASKA**, which meeting will be open to the attendance of the public. Purpose of said meeting is to discuss and / or approve possible funding of city projects. An agenda for such meeting is kept continuously current and is available for public inspection at the Office of the City Clerk.

This is an open meeting of the Alma City Council. The City of Alma abides by the Open Meetings Act when conducting business. A copy of the Open Meetings Act is displayed on the east wall of the meeting room as required by state law.

The Mayor and City Council reserve the right to adjourn into executive session on any Agenda item pursuant Section 84-1410 of the Nebraska Revised Statutes.

AGENDA
May 30, 2024

1. DISCUSS AND / OR APPROVE POSSIBLE FUNDING FOR CITY PROJECTS

This is a public meeting and open to the public. As of May 24, 2024, any additions or deletions may be obtained at the City Office.

Dawn McNulty, Alma City Clerk

Hal Haeker

From: LeAnn Jochum <LeAnn@scedd.us>
Sent: Monday, May 20, 2024 4:35 PM
To: Hal Haeker; cityclk@almacity.com; Sue Friedrichsen; Heidi Mendyk - Palmer Clerk; Lori Vinzant - Bertrand Clerk; Pam Long; TJ Wilcox - Bertrand Chair; Matt Gregg - Village Bertrand (bertvllh2o@hotmail.com); Kory McCracken - Red Cloud; Todd Brown - Red Cloud Mayor; Maddy - Red Cloud Clerk; Todd Mahin RC; Laura Berthelsen - St. Paul; Connie Jo Beck - St. Paul; Parker St Paul SPEDC; Joel Bergman - St. Paul Mayor; Jason McNierney - Bertrand
Cc: Sharon Hueftle; Jill Schroeder
Subject: RE: Rural Community Recovery Program - App Preview, ZOOM Thu, May 23 9am w SCEDD
Attachments: RCRP Community Application Template.docx; RCRP 2023 Application download.pdf; 2 CFR Part 200 Subpart D for RCRP (up to date as of 5-16-2024).pdf

Hello all –

We have heard from 5 of the 5 – Alma, Bertrand, Palmer, Red Cloud & St. Paul *ARE ALL interested in applying for the RCRP program!* There are many questions, some Sharon and I may have answers to, other questions we are collecting from you and have requested a call with Brittany Piper, DED program representative. With fast approaching deadlines, we thought there is no-time-like-the-present to start the conversations and discuss the application deliverables.

An Invite will follow for a **Zoom meeting, this Thursday, May 23, 9-10am.** with Sharon and I. Please forward to whomever you need to locally AND **PLEASE prepare in advance** with the checklist to follow, to make best use of our and your time. We hope you can make every effort to have at least 1 person from your community team join the Zoom:

- 1) **Review the RCRP Community Application Template**, as many initial questions may be answered through this. It is your working document to begin filling in, adding your community info in the boxes with blue text, save with your Community Name, and save the Footer with your community name. The downloaded application direct from Amplifund from which the template was built is also attached.
- 2) **Review your original ARPA LD Application Narratives** – similar sections that can be used/re-tooled: Project Overview, Capacity, Project Impact, Project Readiness (Financial Readiness & Commitment is a separate short narrative in the new app). I will send your Final Application from Land Development individually, so you have at the top of your inbox! If you are adding Purpose 1) to your application it will significantly change your narrative scope (see below).
- 3) **Determine if applying for one or both 'Purposes'** : 1) Installation of Public Features (new addition to RCRP; should have project readiness, design plans, cost estimate, etc.) and/or 2) Site Development for Affordable Housing.
- 4) **Determine grant request estimate for our ZOOM meeting**: minimum \$250,000, ceiling is \$10,000,000 (not \$1,000,000 this time). See Part 3: Budget & Other Funding Sources (p. 7 on App Template). All funds must be expended BY September 30, 2026, this plays into the feasibility of what your project design and what can be accomplished. No cash match is required.
 - a. Regarding Federal Interest [CFR att.] – our interpretation: If you **BUY the lot, Clean /Clear the lot, Invest in Minor improvements (sidewalk, water, sewer line, greening (trees planted?)), then Sell the Lot for housing development**, then the 'real property is no longer needed for the originally authorized purpose...' (CFR 200.311.c.), you would reimburse the Federal agency for the amount you sold it for, not the amount you invested in the lot. So no money lost or 'out', and you sell in a manner that 'provides for competition.'

- 5) **Select Local Grant Application team and Plan to accomplish SCEDD Timeline...** If seeking SCEDD application support and assistance. More to be discussed at the Zoom, see bottom of p. 1 for our timeline – deadlines for SCEDD support in reaching the finish line.
- 6) **Send your initial questions in advance, by Tuesday close of business if you can!** Then we might be able to get answers to them from DED before the Zoom.

You will note a *fast timeline for preparing the narratives and uploads*. I had a vacation planned so will be out of the office July 13-22 (the full app is due July 22). Therefore, I worked backwards from that keeping in mind there would be 5 communities working on the same deadlines! If you are unable to meet the deadlines, SCEDD would not be bringing the application to the “finish line” and your municipality would be responsible to submit the final application in Amplifund with any uploads and narratives not provided by **8am, July 10**.

This has been a long journey and spending the hour together this Thursday will help us all get back on track to **reach the original (2022 🍀) goal to invest in revitalizing your communities!!**

Partners in Success,

LeAnn Jochum

Deputy Director, South Central Economic Development District, Inc.
308.455.4776 | leann@scedd.us

Sharon Hueftle

Executive Director

From: LeAnn Jochum

Sent: Thursday, May 16, 2024 8:51 AM

To: Hal Haeker - Alma Mayor <halhaeker@hrmweb.com>; Lorri Bantam - Alma City Admin <cityadm@almacity.com>; cityclk@almacity.com; Sue Friedrichsen <jfseedfeed@hotmail.com>; Heidi Mendyk - Palmer Clerk <palmer@hamilton.net>; Kevin Bremer - Palmer Chair <KBremer@frontier.com>; Lori Vinzant - Bertrand Clerk <bertra@atcjet.net>; Pam Long <pam.along@yahoo.com>; TJ Wilcox - Bertrand Chair <tjwilcox1@yahoo.com>; Matt Gregg - Village Bertrand (bertvllh2o@hotmail.com) <bertvllh2o@hotmail.com>; Kory McCracken - Red Cloud <korymccracken@gmail.com>; Todd Brown - Red Cloud Mayor <toddbrown4456@gmail.com>; Maddy - Red Cloud Clerk <citymaddy@gpcom.net>; Todd Mahin RC <toddamah@gmail.com>; Laura Berthelsen - St. Paul <laurab@cityofstpaulne.org>; Connie Jo Beck - St Paul <cjbeck@cityofstpaulne.org>; Parker St Paul SPEDC <stpauldevcorp@gmail.com>; Joel Bergman - St. Paul Mayor <jbergman@cityofstpaulne.org>

Cc: Sharon Hueftle <sharonh@scedd.us>

Subject: Rural Community Recovery Program - Next Steps of Prior SCEDD Awardees

Hello ARPA LD Previous Awardees –

This correspondence is only to the previously awarded ARPA Land Development recipients that SCEDD assisted with. Sharon and I wish to learn from each of the communities where you are in consideration for reapplying for the *ARPA Rural Community Recovery Program (RCRP)* grant, given the new parameters of the program, grant deadline, and your capacity to pursue another grant application. This will help SCEDD determine the needs and our ability to support communities, where feasible/possible.

Important Dates:

- Application opens in Amplifund, Monday, May 20
- **Letter of Intent Due Monday, June 3 (att.)**
- **Full Application Due Monday, July 22**

RCRP Grant Overview Info: <https://opportunity.nebraska.gov/programs/housing/rcrp/>

Consider the following questions, and please provide a response no later than May 24 to Sharon and me.

Grant Component / Readiness	Community Response
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4.3.2 Application Components

Applicants must complete all required fields and sections of the application and submit all required supplementary documents in order for the application to be considered for funding. Applicants may access the application through the program webpage available in Section 1 of this program manual.

Applications will have the following sections:

- Opportunity Details
- Part 01: Applicant and Contact Information
- Part 02: Application
 - Exhibit 1. Project Design
 - Exhibit 2. Community Need
 - Exhibit 3. Community Impact
 - Exhibit 4. Capacity
 - Exhibit 5. Project Readiness
- Part 03: Budget and Other Funding Sources
- Part 04: Document Uploads
 - Attachment A. Evidence of active or pending SAM.gov registration
 - Attachment B. Letter(s) of support
 - Attachment C. Approval of project by City Council/Village Board/County Commission
 - Attachment D. Single Audit or most recent financial statements
 - Attachment E. Development cost schedule (DED template)
 - Attachment F. (If applicable) Partnering entity certification of nonprofit status.
 - Attachment G. (If applicable) Memorandum of Understanding (MOU) (or equivalent description of the partnership) between the applicant and the partnering entity.
 - Attachment H. Other relevant documentation related to the project not otherwise provided with the application.
- Part 05: Terms of Acceptance

Please let Sharon or I know if there are any questions. This is still an exciting grant opportunity for your community that requires no cash match! We look forward to hearing from you all.

LeAnn Jochum, MPA

Deputy Director

South Central Economic Development District, Inc.

308.455.4776 | leann@scedd.us | www.scedd.us

2023 RURAL COMMUNITY RECOVERY PROGRAM NOTICE OF INTENT TO APPLY

Submit by **Monday, June 3, 2024**. Email to Brittany Piper at brittany.piper@nebraska.gov.

DED requires submission of this form to ensure applicants will have access to the application submission portal in AmpliFund, DED's grants management system. Applicants that submit this form after this date will not be eligible to apply.

Applicants should submit one form per project application. Applicants may only apply for funding for one project. Refer to program guidelines for further information.

APPLICANT NAME: Click or tap here to enter text.

PROJECT NAME: Click or tap here to enter text.

PROJECT LOCATION: Click or tap here to enter text.
(City and County)

AMOUNT REQUESTED: Click or tap here to enter text.

PROJECT TYPE: Installation of Public Features
 Site Development for Affordable Housing

PROJECT DESCRIPTION: Click or tap here to enter text.
(Brief summary of project purpose)

List of person(s) needing AmpliFund access:

NAME	EMAIL

up dated

ARPA RURAL COMMUNITY RECOVERY PROGRAM (RCRP)– 2023
Summer 2024 Application (Re-tooled ARPA Land Development -2022 App.)

PART 1: APPLICANT & CONTACT INFO

1. APPLICANT:	CITY/VILLAGE NAME (or Other Community Organization Name)	
2. AWARD REQUESTED:	\$250,000 to +\$1,000,000	
3. PRIMARY CONTACT:	Name	Email
	Address	Phone Number
4. Has the applicant and/or any of its employees or staff ever been disbarred, suspended, or otherwise excluded from federal assistance programs or activities?	Y or N	
5. Has the applicant and/or any of its employees or staff been the subject of legal proceedings involving fraud, waste, or misappropriation of funds within the last 10 years?	Y or N <i>If you answered yes to either of the previous questions, disclose information about any and all proceedings involving the entity, its principals, or employees that are ongoing</i>	
6. Authorized Official 1: They can approve decisions about the application or award, if applicable.	Name	Title
	Email	Phone Number
7. Authorized Official 2: <i>if Mayor/Chair listed above, list Clerk</i>	Name	Title
	Email	Phone Number
8. Is the Applicant entity planning to partner with a nonprofit organization for the proposed project	Y or N	<i>If Yes, SCEDD info here – 501c3, (or must be 501c4 or 501c6 - other local nonprofit to assist with housing/public space development)</i>
9. Has the Applicant applied to the 2022 Rural Workforce Land Development Program	Yes	

SCEDD's CITY-VILLAGE TIMELINE & DUE DATES

All application items sent to leann@scedd.us & Jill - admin@scedd.us

	DUE Jun 3	STATUS
<p>1. Notice of Intent – Chair/Mayor signature NOT required, use DED template on Village/City letterhead, simple description of project and amount requested.</p> <ul style="list-style-type: none"> - Send direct to Brittany.piper@nebraska.gov; cc leann@scedd.us. 	Jun 3	
<p>2. Uploads: ALL communities seeking SCEDD support</p> <ul style="list-style-type: none"> - A. Sam.gov current registration (Clerk logs in, provides documentation, it is renewed annually); - D. Recent Audit – prefer 2023, or 2022 if not available. - And p. 1 of 'Template' in blue completed, returned in email. 	Jun 3	
<p>3. Exhibits:</p> <ul style="list-style-type: none"> - If SCEDD Contracted – DRAFTS of Exhibits 2, Need, 3, Impact, 4, Capacity. SCEDD will add, improve, craft the narrative to address all the scoring criteria, including research Census and data on Community Impact/Need to strengthen areas. - If SCEDD Review Only - Final Exhibits 2, Need, 3, Impact, 4, Capacity provided separately on letterhead, for proof-reading, then uploaded to Amplifund. 	Jun 10	
<p>4. Exhibits:</p> <ul style="list-style-type: none"> - SCEDD Contracted – DRAFTS of Exhibits 1, Project Design & 5, Readiness. Narrative improved as noted above, feedback given to municipality on areas that need strengthened or more details to add research completed as applicable. AND - *Financial Commitment narrative provided of municipal commitment (requires proof of funds committed from whatever source used – on letterhead). - SCEDD Reviews – Final Exhibits 1, Project Design & 5, Readiness on provided separately on letterhead, final for proof-reading, then uploaded to Amplifund. * Financial Commitment / Municipal's commitment, final narrative provided. 	Jun 20	
<p>5. Uploads & Final Review:</p> <ul style="list-style-type: none"> - ALL – B. Letters of Support (# 2-4), C. Council/Board Approval on letterhead, of project, F & G. MOU w/ SCEDD & Certificate, if applicable for VAD properties' project management. Upload – Financial Commitment of partnering or municipal cash portion (if applicable). - SCEDD Contracted – Final review of Exhibits 1-5 and Financial Narrative by Mayor/Chair due at this time. - SCEDD Reviews – Uploads in Amplifund, App. submitted. 	Jul 10, 8am FIRM	
<p>6. All applications SCEDD are Contracted for, or requested for Review Only, will be SUBMITTED by Friday, July 12, 3pm.</p> <ul style="list-style-type: none"> - LeAnn is on leave July 13-22 and will not be in the office to edit or change any uploads after July 10. - Incomplete applications will be noted in email to the designated municipal contacts. If incomplete, the Municipality 	App Submitted NLT July 12	<i>Or Municipality submits on own</i>

will be responsible for final submission of the application if the above deadlines are not met.		
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SCEDD RCRP GRANT ADMIN for Application Oversight & Submission: \$2,000

A Contract is being prepared for the City/Village if they choose SCEDD to oversee the application process and strengthen the grant narrative, justification, and scoring criteria. The Municipality must fund this expense as it is not an eligible expense under the RCRP guidelines.

Or – SCEDD’s APP REVIEW ONLY - standard 2-3 hours application review to all communities in region provided at no charge. We are looking for general typos, no re-writes, and provide limited feedback. SCEDD will create Amplifund application, if requested, and upload Exhibits and Uploads for submission.

An MOU is being prepared for the City/Village if they choose only for SCEDD to Review only, so there is a mutual understanding of each role and responsibility.

The City/Village may also choose to oversee the entire Amplifund application process from creating the application, uploading Exhibits and Uploads, and completing required steps for submission by the grant deadline of Monday, July 22, 3:00pm.

If the Municipality is awarded the grant:

- **Grant Administration:** can choose to hire SCEDD **\$ 80/hour**
 - o To submit reimbursements / draw requests, complete other reporting in Amplifund as the program dictates.
 - o This must be *Municipal funded* as DED has not defined Grant Administration as an eligible RCRP activity/expense.

On 5/23 ZOOM:

~~Hal & Larry – Alma; public features yes; talking with Council on SCEDD role~~

Parker & Laura – St. Paul; public improvements likely; look to hire SCEDD

Sue – Palmer; public features only TBD, Council has nixed the pool as do not want to break into phases. Concerns on completing that by 2026; will speak to Board

Miles – Central City; change to public features maybe VAD w/ nursing home demo; depends w/ SCEDD role

Marg & Raquel – Franklin; public features park only, need to talk to Council; hire SCEDD

Lori – Bertrand; public features, hire SCEDD

Kory – Red Cloud; blend public features & VAD, would test run with Treasury on federal interest and divest when inexpensive; unsure of SCEDD role, speak to Council

Stacy – PCDC; creative arts park may be good fit; PCDC handle internally

PART 2: APPLICATION QUESTIONS

Upload responses to the following application questions via Exhibits 1 through 5, each exhibit may not exceed 5 pages. ****Save each file in Word: Exhibit 1 Project Design Village of Bertrand**

Exhibit 1. Project Design- 20%pts Provide an overview of the project design, including but not limited to:

- (1) Project type (Installation of public features or site development for affordable housing).
- (2) Activities required to complete the project.
- (3) Project location and specific site(s), if identified, or description of type(s) of sites on which the project will be completed.
- (4) Partners involved (not limited to the partnering entity).
- (5) Project goals & intended outcomes.
- (6) (For Affordable Housing projects) Summary of the state or federal funding source(s) that will be leveraged for future construction, and what affordability requirements apply (i.e., length of affordability period, rent/income limits, mix of affordable to market rate units, etc.).
- (7) Other relevant details.

DED encouraging pursuit of Purpose 1) Installation of Public Features, due to federal interest and affordable housing requirements of 20-year term attached to Purpose 2) Site Development of Affordable Housing.

- ***Affordability defined by Home Treasury.gov under 'Presumption 2', best programs to pursue for building homes would be Nebraska Affordable Housing Trust Fund or NIFA. Income eligible households for 20-years would be up to 120% Area Median Income.***
- ***Any property they are doing clean-up they will have a Declaration of Covenant on that property. If they sell it, the feds are paid back. If the new owner buys, if continues as affordable housing then not repaid (affordable for 20 years and tracked). If a developed as park/public use or affordable housing (both eligible uses) then does not have to pay back.***
 - o The Covenant will be pre-written by DED legal- specifying the eligible use as neighborhood feature or affordable housing. If a community garden for 10 years, then switch to affordable housing -- that is ok for remaining 10 years. If you sell the cleared lot and a high-end home is built, then when sold the federal interest has to be paid back.
 - o If planning affordable housing after clearing/cleaning lot, the best programs are Nebraska Affordable Housing Trust Fund or NIFA, which require affordability of income-eligible households, must be for 20 years. Site consideration for these programs are required with an Environmental Review for NAHTF – so no lots in a flood plain (mentioned to avoid surprises of a future ineligible project)
 - o **Definition of amount 'paid back' to Feds, up to local Title company to determine. And sold at competitive market rate.**

- Do you have an unsightly lot in your neighborhood to repurpose to public spaces. Playground, parks, being outdoors, community gardens. Promoting outdoor recreation, fitness, well-being, activity, community engagement.
 - o Build a pool bathhouse and community bathrooms as part of a larger pool project – very much in line with this project. They could ask for \$3M, I would go for it, DED could decide to partially award. The whole project is an ELIGIBLE USE. Could request to fund part of one project idea, installation of a public feature. Could break down in phases for partial funding, then can fundraise for other portions if the plan is in place, 'if you feel pretty good you can achieve that goal.' Proposal shows how you will get the project done, convey confidence for completion.
 - o Public school with playground attached, great use with school district applying (or City could on their behalf), great use because the public can access the playground.
- The Federal program will have an immediate interest in the property improved. If you sell it, you have to compensate the federal awarding agency. You use the fed's portion, then the amount of the proceeds of the sale has to be offset, sales procedures followed (competitive), if the market value is \$5K to sell – it goes back to Feds – BUT DED's position is that the entire '\$20K' invested to clear up, goes back to the Feds. BUT the Title Company's interpretation is the final rule. (Malcom Law Office, Cozad, conferring with on this. Concern – Title insurance companies are very risk averse and may walk away from this and be unwilling to insure. If we can get some sort of assurance from a local Title Company, you could clear it, sell it, pay back federal interest with sales proceeds.)
 - o Could use NAHTF, or develop local program of funding but not current RWH fund dollars, specifically says you CANNOT use 2020/2022 RWH program funds.
 - o SCEDD has 2017 RWH/NIFA dollars that could be used – a Developer could borrow from that. (Depends on federal interest interpretation – TBD by your Title company) Then the 2017 RWH/NIFA program had had household income qualifications attached, BUT the federal interest would be there 20 years, and if ever sold would have federal interest attached.

Q – Preference of ARPA LD Applicants, and how many can apply?

A - 24 previous applicants will have the 'preference' but that is only used only in the case of a tie breaker. There are 41 counties of eligible municipalities, though, and many new applications are expected. This should be very competitive.

Q – What if you can't reach that timeline of Sep 30, 2026, but you have project readiness?

A – Phase the development so you CAN get the portions done in the 23 months.

Kory – Title company will have to work with the Treasury, as an extra step, for the Feds to state what they want reimbursed upon sell of a property. Likely 100% of the proceeds out of

sale (not the improvement amount), I would argue the point of not having to reimburse the entire clean up value and don't think the Treasury will expect that all back, either.

Q – Confused on the classification of ‘forever’, but what if that property is demolished, changed, or sold? Will there be an appreciation in value over time?

A – If you are still using it as a public feature, you are fine. But if you change the purpose and sell to private many years later, it will not be triggered until you try to sell it to a private entity that is NOT a public feature. The federal interest would be determined at the time of sale, the title company and lawyers at that time would investigate into it. // Kory - If it's \$100,000 federal interest in 2024, it is \$100,000 in 30 years, we assume. Fair Market Value at time of sale, but not interest accruing during the time. // Sharon – The federal interest may be determined on the % of the whole of federal investment at the original compared to later when sold. Best if kept as a public asset.

Better if you sell immediately based on current market value. Once you sell and get rid of the federal interest,

§ 200.311 Real property.

- (a) *Title.* Subject to the requirements and conditions set forth in this section, title to real property acquired or improved under a Federal award will vest upon acquisition in the non-Federal entity.
- (b) *Use.* Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose, during which time the non-Federal entity must not dispose of or encumber its title or other interests.
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- (c) *Disposition.* When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from the Federal awarding agency or pass-through entity. The instructions must provide for one of the following alternatives:
- (1) Retain title after compensating the Federal awarding agency. The amount paid to the Federal awarding agency will be computed by applying the Federal awarding agency's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the non-Federal entity is disposing of real property acquired or improved with a Federal award and acquiring replacement real property under the same Federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.
 - (2) Sell the property and compensate the Federal awarding agency. The amount due to the Federal awarding agency will be calculated by applying the Federal awarding agency's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the Federal award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the non-Federal entity is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.
 - (3) Transfer title to the Federal awarding agency or to a third party designated/approved by the Federal awarding agency. The non-Federal entity is entitled to be paid an amount calculated by applying the non-Federal entity's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.
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Exhibit 2. Community Need- 30%pts Narrative that describes how the effects of the COVID-19 pandemic on the applicant community including but not limited to the following:

- (1) Pre-existing (i.e., pre-COVID-19) public health and/or economic disparities in the community, and what population(s) are most affected by these disparities.
- (2) How the COVID-19 pandemic worsened the identified disparities.
- (3) Current efforts made by applicant, partnering entity, and/or other community organizations to respond to the identified disparities and promote neighborhood stabilization in response to the COVID-19 pandemic.
- (4) Current need for the proposed project and how this was determined.
- (5) Other relevant details

BP/DED - DED Compliance team and attorneys 'recommend advising the interested applicant to make a strong argument in the application for how their project is an "eligible use." Essentially, they would let the score team decide how it compares to other applications.

Exhibit 3. Community Impact- 30%pts Narrative that illustrates the impact of this funding and completed project on the applicant community and its residents, including but not limited to the following:

- (1) Potential effect of the proposed project on the community and the population(s) identified as having been most affected by the identified disparities.
 - (2) How the proposed project supports existing initiatives to address community needs.
 - (3) How the proposed project will promote neighborhood stabilization and community revitalization.
 - (4) (For Public Feature projects) How the proposed project will improve public health and/or safety for community residents, including how the project incorporates sustainability, climate resilience, and/or accessibility to support long-term public use.
 - (5) (For Affordable Housing projects) How the proposed project aligns with the community's overall plan to increase production of affordable housing, including how the project advances housing equity and removes barriers for communities that have been historically underserved, under resourced, and/or marginalized.
 - (6) Other relevant details.
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Exhibit 4. Capacity – 10%pts Description of the experience, knowledge, and skills of the applicant and/or partnering entity including but not limited to the following:

- (1) Ability to undertake and complete the proposed project within the period of performance.**
- (2) Ability to maintain efficient and effective use of funds and adhere to reporting and management requirements.**
- (3) Experience in managing federal grant funds, developing internal controls, and establishing procurement standards.**
- (4) Experience in managing comparable projects and description of past project outcomes.**
- (5) Relevant qualifications and experience of any key staff that will contribute to successful completion of the proposed project.**
- (6) Existing community relationships and history of collaboration with project partners.**
- (7) Evidence of community support for the proposed project, including letters of support from community members or organizations and approval from the City Council/Village Board/County Commission.**
- (8) Other relevant details.**

Exhibit 5. Project Readiness – 10%pts

Narrative explaining the applicant's

readiness to complete the proposed project, including but not limited to the following:

- (1) Feasibility of the proposed project completion within the period of performance.
- (2) Proposed timeline for completion of major project milestones.
- (3) Potential barriers to project completion and strategies/plans to navigate them.
- (4) Identification of the project site(s), or criteria used to evaluate potential site(s).
- (5) Proper zoning of the project site(s), or detailed plan to obtain proper zoning for the site(s) to ensure compliance with URA requirement.
- (6) Site controls of the project site(s), or plan to obtain site control.
- (7) (For Affordable Housing projects) If other state or federal funding will be used for development of affordable housing on the site(s).
- (8) (For Affordable Housing projects) Plan to conduct environmental review and/or site review as required by the relevant state or federal grant program.
- (9) Other relevant details.

Convey confidence in the Community's ability to complete the project in the required timeline with complications, delays, etc. anticipated and addressed. Scale project design accordingly for feasibility and reality for completion!

PART 3: BUDGET & OTHER FUNDING SOURCES

1. Identify total need prior to assistance (the need of an applicant or a city/county).	\$ Amount	
2. Have federal, state, local, and/or private funding sources been secured/pledged for this program?	Y or N	\$ Amount
3. Are other agencies or government funds being received?		Y or N
a. (If Yes,) Will the funds be used for a different purpose than the funds requested in this application?		\$ Amount
4. What is your unmet need? (Total need prior to assistance – received funding)		\$ Award Requested

DEVELOPMENT COST TEMPLATE - Duplication of Funds Review Table

EXAMPLE: Expense Budget titles used below are provided in DED Template. Estimated amounts for 15 parcels cleaned up and sites ready for development.

5. Budget Line Item (What is the funding for?)	Source (Whom are Funds from?)	Total Need (\$) Prior to Assistance	Amount Received (\$)	Unmet Need (\$) [Total Need – Amount Received]
Acquisition/Securing Legal Title - 15 dilapidated properties (avg \$12K ea plus legal fees)	ARPA RCRP	\$	\$0	
Conversion to Affordable Housing	Not recommended use of grant funding			
Demolition/Lot Improvements	ARPA RCRP		\$0	
Greening / Clean up (Removal of debris, abandoned vehicles)	ARPA RCRP		\$0	
Inspection Fees/Compliance Costs	ARPA RCRP		\$0	
Installation of Neighborhood Features	Bertrand Community Fund		\$25000	
Rehabilitation / Renovation / Maintenance	ARPA RCRP		\$0	
Removal / Remediation of Environmental Contaminants / Hazards – (Asbestos / Lead inspections, abatement up to 15 properties)	ARPA RCRP		\$0	
TOTAL EXPENSE BUDGET COST			\$0	

UPDATE: Budget should be HIGH LEVEL category amounts, as the DED Contract will have the total award amount only. This allows for some fluidity within categories when needed. Avoid infrastructure costs of water/sewer lines to VAD properties due to federal interest, stick with demo cleaning-up only as 'easiest' use of this grant funding. If repurposing cleared lot to public use, very eligible use. If selling, see comment on 200CFR Part 200.311.

Consideration: Local Title company to Interpret 2CFR Part 200.311 Real Property – Disposition (c)(2) on federal payment amount back with sale of property following competitive practices (market value).

Grant Admin Not Included/Not a Category: Intent of this program is for the application and administration required to be very simplified and the Community could do on their own. If City/Village wishes to have SCEDD run draw requests (reimbursements), it would be billed at \$80/hour to Village/City, as not eligible as grant expense.

Project Management: If SCEDD is needed to oversee contractors for VAD clearing, title searches, etc. then would be captured within those budget categories.

Municipal Labor & Equipment: only billed at cost, when under eligible category (demolition, lot improvement, installation of neighborhood features)

Proposed Budget

Expense Budget

Category	Grant Funded	Non-Grant Funded	Total Budgeted
+ Acquisition/Saving Legal Title	\$0.00	\$0.00	\$0.00
+ Conversion to Affordable Housing	\$0.00	\$0.00	\$0.00
+ Demolition/Lot Improvements	\$0.00	\$0.00	\$0.00
+ Greening/Cleanup	\$0.00	\$0.00	\$0.00
+ Inspection Fees/Compliance Costs	\$0.00	\$0.00	\$0.00
+ Installation of Neighborhood Features	\$0.00	\$0.00	\$0.00
+ Rehabilitation/Restoration/Maintenance	\$0.00	\$0.00	\$0.00
+ Removal/Remediation of Environmental Contaminants/Hazards	\$0.00	\$0.00	\$0.00
Total Expense Budget Cost	\$0.00	\$0.00	\$0.00

Revenue Budget

Grant Funding		
Award Requested	\$500,000.00	\$500,000.00
Subtotal	\$500,000.00	\$500,000.00
Non-Grant Funding		
Cash Match	\$0.00	\$0.00
Subtotal	\$0.00	\$0.00

6. I have completed the table immediately above.	Y	
7. Are any uncommitted state, local, and/or private funding sources anticipated and/or pending for this program?	Y or N	\$ Amount
a. (If Yes,) ...anticipating other funding sources, when do you expect a decision on pending funding requests to be finalized?		List – entity, request, status, expected decision date
b. Is the viability of this proposal contingent on any anticipated/pending funding sources?	Y or N If Y, explain	
8. Partial Funding: Can this project be completed in smaller components if the current grant request is partially funded? Indicated may fund part/portion of project dependent on risk assessment of completion/compliance, and readiness factors.	Yes No, if the grant request is not fully funded the project will not be feasible	

a. If Yes, describe those components and ensure that the grant budget reflects such component breakdowns	
--	--

9. Describe the organizational financial commitment to the proposal. NARRATIVE:

PART 04: UPLOADS

A. Evidence of active or pending SAM.gov registration	
B. Letters of Support for the proposed project or community's overall strategy to which this project confirms that have been submitted by residents, community members or organizations, and/or local partners. (at least 2, up to 4 or 5 if applicable)	
C. Documentation that City Council/Village Board, or equivalent governing body, has approved proposed project.	
D. Most Recent Single Audit Report or most recent financial statements, which demonstrate the applicant's track record for effective and efficient management of funds.	
E. Development Cost Schedule – using DED's template for eligible costs.	
F. If applicant lists a Partnering entity, upload the Memorandum of Understanding (MOU) with the entity or other, equivalent description of the partnership between the applicant and the third-party organization.	
G. If listing a partnering entity, upload Secretary of State certificate of good standing as a nonprofit organization.	
H. Other relevant documentation related to the project not otherwise provided with the application.	

PART 05: TERMS OF ACCEPTANCE

To the best of my knowledge and belief, data and information in this application are true and correct. The Applicant will comply with all requirements in the Rural Community Recovery Program. By signing and submitting this form, I affirm that the governing body of the Applicant has duly authorized this application and I have been authorized to submit the application.

[List of 9 Statements to 'Check to Confirm' by Authorized Representative]

This content is from the eCFR and is authoritative but unofficial.

Title 2 — Grants and Agreements

Subtitle A — Office of Management and Budget Guidance for Grants and Agreements

Chapter II — Office of Management and Budget Guidance

Part 200 — Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Subpart D — Post Federal Award Requirements

Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.

Authority: 31 U.S.C. 503

Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Property Standards

- § 200.310 Insurance coverage.
- § 200.311 Real property.
- § 200.312 Federally-owned and exempt property.
- § 200.313 Equipment.
- § 200.314 Supplies.
- § 200.315 Intangible property.
- § 200.316 Property trust relationship.

PROPERTY STANDARDS

§ 200.310 Insurance coverage.

The non-Federal entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

§ 200.311 Real property

- (a) **Title.** Subject to the requirements and conditions set forth in this section, title to real property acquired or improved under a Federal award will vest upon acquisition in the non-Federal entity.
- (b) **Use.** Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose during which time the non-Federal entity must not dispose of or encumber its title or other interests.
- (c) **Disposition.** When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from the Federal awarding agency or pass-through entity. The instructions must provide for one of the following alternatives:
 - (1) Retain title after compensating the Federal awarding agency. The amount paid to the Federal awarding agency will be computed by applying the Federal awarding agency's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the non-Federal entity is disposing of real

property acquired or improved with a Federal award and acquiring replacement real property under the same Federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

- (2) Sell the property and compensate the Federal awarding agency. The amount due to the Federal awarding agency will be calculated by applying the Federal awarding agency's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the Federal award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the non-Federal entity is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.
- (3) Transfer title to the Federal awarding agency or to a third party designated/approved by the Federal awarding agency. The non-Federal entity is entitled to be paid an amount calculated by applying the non-Federal entity's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

§ 200.312 Federally-owned and exempt property.

- (a) Title to federally-owned property remains vested in the Federal Government. The non-Federal entity must submit annually an inventory listing of federally-owned property in its custody to the Federal awarding agency. Upon completion of the Federal award or when the property is no longer needed, the non-Federal entity must report the property to the Federal awarding agency for further Federal agency utilization.
- (b) If the Federal awarding agency has no further need for the property, it must declare the property excess and report it for disposal to the appropriate Federal disposal authority, unless the Federal awarding agency has statutory authority to dispose of the property by alternative methods (e.g., the authority provided by the Federal Technology Transfer Act (15 U.S.C. 3710 (i)) to donate research equipment to educational and nonprofit organizations in accordance with Executive Order 12999, "Educational Technology: Ensuring Opportunity for All Children in the Next Century."). The Federal awarding agency must issue appropriate instructions to the non-Federal entity.
- (c) Exempt property means property acquired under a Federal award where the Federal awarding agency has chosen to vest title to the property to the non-Federal entity without further responsibility to the Federal Government, based upon the explicit terms and conditions of the Federal award. The Federal awarding agency may exercise this option when statutory authority exists. Absent statutory authority and specific terms and conditions of the Federal award, title to exempt property acquired under the Federal award remains with the Federal Government.

§ 200.313 Equipment.

See also § 200.439.

- (a) *Title.* Subject to the requirements and conditions set forth in this section, title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity. Unless a statute specifically authorizes the Federal agency to vest title in the non-Federal entity without further responsibility to the Federal Government, and the Federal agency elects to do so, the title must be a conditional title. Title must vest in the non-Federal entity subject to the following conditions:
 - (1) Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.

- (2) Not encumber the property without approval of the Federal awarding agency or pass-through entity.
 - (3) Use and dispose of the property in accordance with paragraphs (b), (c), and (e) of this section.
- (b) **General.** A state must use, manage and dispose of equipment acquired under a Federal award by the state in accordance with state laws and procedures. Other non-Federal entities must follow paragraphs (c) through (e) of this section.
- (c) **Use.**
- (1) Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award, and the non-Federal entity must not encumber the property without prior approval of the Federal awarding agency. The Federal awarding agency may require the submission of the applicable common form for equipment. When no longer needed for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:
 - (i) Activities under a Federal award from the Federal awarding agency which funded the original program or project, then
 - (ii) Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems.
 - (2) During the time that equipment is used on the project or program for which it was acquired, the non-Federal entity must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate.
 - (3) Notwithstanding the encouragement in § 200.307 to earn program income, the non-Federal entity must not use equipment acquired with the Federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government retains an interest in the equipment.
 - (4) When acquiring replacement equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.
- (d) **Management requirements.** Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements:
- (1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

- (2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 - (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
 - (4) Adequate maintenance procedures must be developed to keep the property in good condition.
 - (5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- (e) **Disposition.** When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:
- (1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further responsibility to the Federal awarding agency.
 - (2) Except as provided in § 200.312(b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair market value in excess of \$5,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.
 - (3) The non-Federal entity may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the non-Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.
 - (4) In cases where a non-Federal entity fails to take appropriate disposition actions, the Federal awarding agency may direct the non-Federal entity to take disposition actions.

§ 200.314 Supplies.

See also § 200.453.

- (a) Title to supplies will vest in the non-Federal entity upon acquisition. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other Federal award, the non-Federal entity must retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal Government for its share. The amount of compensation must be computed in the same manner as for equipment. See § 200.313 (e)(2) for the calculation methodology.
- (b) As long as the Federal Government retains an interest in the supplies, the non-Federal entity must not use supplies acquired under a Federal award to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute.

§ 200.315 Intangible property.

- (a) Title to intangible property (see definition for *Intangible property* in § 200.1) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally-authorized purpose, and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in § 200.313(e).
- (b) The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.
- (c) The non-Federal entity is subject to applicable regulations governing patents and inventions, including governmentwide regulations issued by the Department of Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."
- (d) The Federal Government has the right to:
 - (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
 - (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
- (e)
 - (1) In response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under a Federal award that were used by the Federal Government in developing an agency action that has the force and effect of law, the Federal awarding agency must request, and the non-Federal entity must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the Federal awarding agency obtains the research data solely in response to a FOIA request, the Federal awarding agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the Federal agency and the non-Federal entity. This fee is in addition to any fees the Federal awarding agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).
 - (2) Published research findings means when:
 - (i) Research findings are published in a peer-reviewed scientific or technical journal; or
 - (ii) A Federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law. "Used by the Federal Government in developing an agency action that has the force and effect of law" is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.
 - (3) Research data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: Preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This "recorded" material excludes physical objects (e.g., laboratory samples). Research data also do not include:

- (i) Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and
- (ii) Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

§ 200.316 Property trust relationship.

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. The Federal awarding agency may require the non-Federal entity to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property.

An Agreement for the Provision of Limited Professional Services

CONSULTANT: MILLER & ASSOCIATES,
CONSULTING ENGINEERS, P.C.
1111 Central Avenue
Kearney, NE 68847
(hereinafter called *CONSULTANT*)

CLIENT: CITY OF ALMA
PO Box 468
614 Main Street
Alma, NE 68920-0468
(hereinafter called *CLIENT*)

Date: June 3, 2024

Project No. 220-G1-013-24

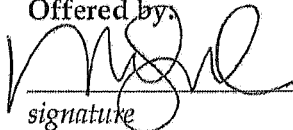
Project Name/Location: U.S. Department of Transportation (DOT) Pipeline and Hazardous Materials Safety Administration (PHMSA) FY 2024 Natural Gas Distribution Infrastructure and Safety Modernization Grant, for 2024 Grant Application in Alma, Nebraska

Scope/Intent and Extent of Services: The *CONSULTANT* shall perform the following scope of Services:

- Create the application FY 2024 Natural Gas Distribution Infrastructure and Safety Modernization Grant in Grants.gov and develop the workspace by inviting participants.
- Consult with the *CLIENT* to finalize a budget and compose the Budget Narrative, project schedule, scope of work, and intended outcomes.
- Research and compose the Project Narrative for the application based on the application guidelines. Compile the following into the Project Narrative, Cover Letter, Applicant Eligibility and Statement of Authority and Pipeline Infrastructure Safety and Modernization Capabilities, Project Summary, Detailed Project Description, Projected Outputs and Objectives, Project Implementation and Management, Statement of Certifying Compliance with Equity Requirement, and Domestic Preference/Buy America.
- Complete the required forms from Grants.gov, including, but not limited to, Application for Federal Assistance (SF-424), Budget Narrative Attachment Form [V1.2], Project Narrative Attachment Form [V1.2], and all supporting documents. budget information and narrative, Certification Regarding Lobbying, and USDOT Standard Title VI/Non-Discrimination Assurances.
- Finalize the application within Grants.gov.

Fee Arrangement: A fee on a lump sum basis will be invoiced for these services, in the amount of \$1,750.00.

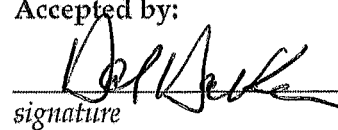
Offered by:

 5/28/24
signature date

Megan Shada, Administrator
printed name/title

Miller & Associates
Consulting Engineers, P.C.
CONSULTANT

Accepted by:


signature date

Hal Haeker, Mayor
printed name/title

City of Alma
CLIENT

The *Terms and Conditions* on the following page are a part of this Agreement

GENERAL TERMS AND CONDITIONS

Consultant Responsibilities

STANDARD OF CARE: Consultant shall perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Consultant makes no warranties or guarantees, express or implied, under this Agreement or otherwise in connection with Consultant's services. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified.

CODE COMPLIANCE: Consultant shall review applicable laws, codes, and regulations and, in the provision of its Services, shall respond to such requirements imposed by the governmental authorities having jurisdiction over the Project and reasonably known to Consultant at the time services are provided. Client acknowledges that the requirements of the federal, state and local laws, rules, codes, ordinances, and regulations, including the Americans with Disabilities Act, are subject to various and possible contradictory interpretations and requirements.

COST EVALUATION: Evaluations of Client's budget for the Cost of the Work, the preliminary opinions of the Cost of the Work, and updated opinions of the Cost of the Work prepared by Consultant, represent Consultant's judgment as a design professional. It is recognized, however, that neither Consultant nor Client has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from Client's budget for the Cost of the Work or from any opinion of the Cost of the Work or evaluation prepared or agreed to by Consultant.

DELIVERABLES (PER SCOPE OF SERVICES): Consultant shall provide deliverables, including drawings, specifications, reports, and studies, as defined in the Scope of Services section.

Client Responsibilities

PROJECT SCOPE AND BUDGET: Client shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the Cost of the Work. The Project budget shall include contingencies for design development and, when required by the scope of the Project, construction of the project. Client shall not significantly increase or decrease the overall Project scope, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of Consultant to a corresponding change in the Project scope, quality, schedule, and compensation of Consultant.

DESIGNATED CLIENT REPRESENTATIVE: Client shall identify an individual ("Designated Representative") authorized to act on its behalf with respect to the Project. Client or its Designated Representative shall render decisions and approve Consultant's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of Consultant's services and Project schedule.

ACCESS TO SITE: Unless otherwise stated, Consultant will have access to the site for activities necessary for the performance of the services. The Consultant will take precautions to minimize damages due to these activities, but the cost of restoration of any resulting damage has not been included in the fee.

CLIENT PROVIDED SERVICES AND INFORMATION : Client has the right to retain its own consultants and contractors ("Client's Consultants") to perform services on the Project. In addition, Client shall furnish the services of design professionals other than those designated as the responsibility of Consultant in this Agreement or authorize Consultant to furnish them as an Additional Service, when Consultant requests such services and demonstrates that they are reasonably required by the scope of the Project.

Consultant shall be entitled to rely on the accuracy, completeness, and timeliness of services and information furnished by Client, its Designated Representative, and Client's Consultants. Consultants shall have no responsibility for the technical content of Client's, its Designated Representative's, and Client's Consultants' services and information but shall provide prompt written notice to Client if Consultant becomes aware of any error, omission, or inconsistency in such services or information.

CONSTRUCTION CONTRACTS & RESPONSIBILITIES: When applicable to the scope of the Project, Client shall retain a qualified contractor, licensed in the jurisdiction of the Project ("Contractor"), to implement the construction of the Project ("Work") utilizing a construction contract based on General Conditions of the Contract for Construction. In the construction contract, Client shall require Contractor to: (1) obtain Commercial General Liability Insurance and name Client, Consultant, and Consultant's employees and subconsultants as additional insureds of that policy; and (2) indemnify and hold harmless Client, Consultant, and Consultant's employees and subconsultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorneys' fees and economic or consequential damages, arising in whole or in part out of any negligent act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them.

Client understands and acknowledges that (1) Consultant has no control over, charge of, or responsibility for construction activities or jobsite safety on the Project; (2) Contractor shall coordinate, supervise, and direct all portions of the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, jobsite safety, and security; and (3) Consultant shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents.

CLIENT'S REDUCTION OF SCOPE OF SERVICES: If Client elects to terminate, modify, or reduce any portion of Consultant's Services under this Agreement, Client shall indemnify and hold Consultant and its subconsultants harmless from and against damages, losses, and judgments arising from claims by Client or any third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, related to the services or activities Consultant did not provide or in which Consultant did not participate.

General Provisions

LIMITATION OF LIABILITY: The Services covered by this Agreement are of a preliminary or limited nature; therefore, neither Consultant, Consultant's subconsultants (if any), nor their agents or employees shall be jointly, severally, or individually liable to Client in excess of compensation to be paid pursuant to the Agreement, by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty, or negligence.

OWNERSHIP OF DOCUMENTS: All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultants shall retain ownership and property interest therein, including all copyrights. Upon payment in full for services rendered, Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of construction, occupying, or maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, or use of documents after termination, shall be at Client's sole risk, and Client agrees to indemnify, defend, and hold Consultant harmless from all claims, damages, and expense, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

USE OF CONSULTANT-PROVIDED INFORMATION: The information provided by Consultant is intended for the exclusive use of Client for the Scope of Services defined herein, and is not to be transmitted for the use of any other party nor used for any other project. Client agrees to defend, indemnify, and hold Consultant harmless from any claims, costs, and expenses, including attorneys' fees and costs of litigation, which result from any unauthorized or unintended use of Consultant-provided information, or transmission by Client to others of the information resulting from Consultant's Scope of Services.

MUTUAL INDEMNIFICATION: Consultant and Client each agree to indemnify the other against liability, damages, costs, and expenses including reasonable attorneys' fees and expenses recoverable under applicable law (collectively "Damages") that are caused to the other due to the negligence of the indemnifying party, but only to the extent of the indemnifying party's negligence. Neither Consultant nor Client shall be required to indemnify the other to the extent Damages arise from or are caused by the indemnified party's own negligence (whether sole, concurrent or contributory). Neither Consultant nor Client shall have a duty to provide the other an up-front defense of any claim.

MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES: Consultant and Client waive consequential damages (such as lost profits, lost revenue, loss of use, loss of financing, and loss of reputation) for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver

Is applicable, without limitation, to all consequential damages whether arising in contract, warranty, tort (including negligence), strict liability, or equity, or that might arise out of the parties' indemnification obligation.

DISPUTE RESOLUTION : Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to a session as a condition precedent to mediation.

Client and Consultant shall endeavor to resolve claims, disputes, and other matters in question during the meet-and-confer session. The meet-and-confer session shall be attended by Client and Consultant or their authorized representatives who shall have the authority to bind the parties. The meet-and-confer session shall take place within thirty (30) days after unless the parties mutually agree otherwise. Prior to the meet-and-confer session, the parties shall exchange relevant information that will assist in resolving the claim, dispute or controversy.

If the parties reach a mutually acceptable resolution, they shall prepare appropriate documentation memorializing the resolution. If the parties cannot reach a mutually acceptable resolution, they shall proceed to mediation as a condition precedent to binding dispute resolution. If the parties do not resolve a dispute through mediation, the parties shall seek a method of binding dispute resolution, or litigation in a court of competent jurisdiction.

HAZARDOUS MATERIALS: Consultant shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to hazardous materials or toxic substances in any form located on the Project site. If hazardous materials are present, Client shall be responsible to remove them from the Project site in the manner that will not adversely affect the health of any person and comply with applicable governmental laws and regulations. Client shall indemnify and hold Consultant harmless from any liability, loss, damage, or expense arising out of or with respect to the presence of hazardous materials on the Project site. The presence or discovery of any hazardous or toxic substance on the site shall be cause for extension of the schedule of Consultant's services and equitable adjustment of fees for Consultant as mutually agreed by the parties.

EXISTING CONDITIONS: Documents prepared by Consultant will be prepared based upon reasonable assumptions derived from existing information provided by Client and from observations of the existing conditions by Consultant without the benefit of field measurements and invasive investigation made undesirable by expense and inconvenience to Client. It is understood and agreed that unforeseen conditions uncovered during the progress of the Work may require changes in the Work resulting in additional cost and delay for which Client shall maintain sufficient contingency. Services required by such changes shall be provided as additional services per this Agreement.

DISCLAIMER OF THIRD-PARTY RELIANCE: Nothing contained in the Agreement shall create a contractual relationship or a cause of action in favor of a third party against either the Client or Consultant.

GOVERNING LAW: This Agreement for Professional Services shall be governed by, and performed in compliance with the laws of the state where the Project is located. Any mediation or litigation will reside in Nebraska.

ASSIGNMENT: Client and Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the Agreement. Neither Client or Consultant shall assign the Agreement without the written consent of the other, except that Client may assign this Agreement to a lender providing financing for the Project, provided that all monies owed Consultant are paid prior to the date of assignment.

PROJECT SCHEDULE : In the event Consultant is hindered, delayed, or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including but not limited to delays due to power or data system outages, acts of nature, public health emergencies including but not limited to infectious disease outbreaks and pandemics, governmental orders or direct failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely or approve or review Consultant's services or design documents, or delays caused by faulty performance by Client consultants, the time for completion of Consultant's services shall be extended by the period of resulting delay equitably adjusted. Client agrees that Consultant shall not be responsible for damages, nor shall the Consultant be deemed in violation of this Agreement due to such delays.

BILLING/PAYMENTS: Invoices for the ENGINEER's services shall be submitted, at the ENGINEER's option, either between completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the ENGINEER may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, terminate the performance of the service. Retainers (if any) shall be credited on the final invoice. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after the billing, the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

SUSPENSION AND TERMINATION: In the event of suspension of Services, as outlined above or for any other reason beyond Consultant's control, Consultant will have no liability to Client for delay or damage resulting from such suspension. Prior to resuming Services, Consultant shall be paid all fees earned prior to suspension together with all reimbursable expenses then due, along with any costs and expenses, including attorneys' fees, incurred collecting delinquent payments. In addition, Consultant's fees for remaining Services and associated time schedules will also be equitably adjusted.

The Agreement may be terminated for cause after a ten (10) day cure period by either party or for convenience with written notice by Client. Upon termination, all invoices presented by Consultant for Services provided, including reimbursable expenses then due and any costs incurred in pursuit of delinquent payments, shall become immediately due and payable. In the event of termination for convenience, Client shall pay to Consultant a termination fee of ten percent (10%) of fees not yet earned.

An Agreement for the Provision of Limited Professional Services

CONSULTANT: MILLER & ASSOCIATES,
CONSULTING ENGINEERS, P.C.
1111 Central Avenue
Kearney, NE 68847
(*hereinafter called CONSULTANT*)

CLIENT: CITY OF ALMA
PO Box 468
614 Main Street
Alma, NE 68920-0468
(*hereinafter called CLIENT*)

Date: May 30, 2024

Project No. 220-G1-015-24

Project Name/Location: Nebraska Department of Economic Development (NDED) Rural Community Recovery Program (RCRP) Grant, for 2023 Grant Application for a Splash Pad in Alma, Nebraska.

Scope/Intent and Extent of Services: The CONSULTANT shall perform the following scope of Services:

- Assist CLIENT with drafting the Pre-Award Requirements, specifically the Notice of Intent.
- Draft the narrative for the application, including the Project Description, Community Need, Community Impact, Capacity, and Project Readiness criteria as outlined in the Administrative Manual.
- Assist CLIENT with drafting letters of support for the proposed project or community's overall strategy.
- Compile documentation that the City Council has approved the proposed project.
- Develop a cost schedule, as identified through NDED's application guidelines.
- Finalize the application within the Amplifund System.

The CLIENT shall perform the following scope of Services:

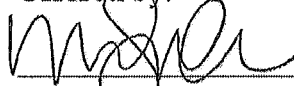
1. Submittal of Notice of Intent to the NDED RCRP Program Representative, as identified in the program application guidelines.
2. Updates to the CLIENT's Sam.gov current registration.
3. Submittal to CONSULTANT the CLIENT's most recent Single Audit Report or most recent financial statement.
4. Submittal of application through the Amplifund System.

Excluded/ Additional Services: The following services are not included in the scope of work, and if requested will be considered Additional Services:

1. Grant Administration Services, including submitting reimbursements or drawdown requests, as well as other required reporting as dictated by the program, if awarded.
2. Design Services.
3. Site Survey.

Fee Arrangement: A fee on an hourly not to exceed basis will be invoiced for these services, in the amount of \$2,000.

Offered by:

 5/28/24
signature date

Megan C. Shada, Administrator
printed name/title

Miller & Associates
Consulting Engineers, P.C.
CONSULTANT

Accepted by:

signature date

Hal Haeker, Mayor
printed name/title

City of Alma
CITY

The Terms and Conditions on the following page are a part of this Agreement

GENERAL TERMS AND CONDITIONS

Consultant Responsibilities

STANDARD OF CARE: Consultant shall perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Consultant makes no warranties or guarantees, express or implied, under this Agreement or otherwise in connection with Consultant's services. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified.

CODE COMPLIANCE: Consultant shall review applicable laws, codes, and regulations and, in the provision of its Services, shall respond to such requirements imposed by the governmental authorities having jurisdiction over the Project and reasonably known to Consultant at the time services are provided. Client acknowledges that the requirements of the federal, state and local laws, rules, codes, ordinances, and regulations, including the Americans with Disabilities Act, are subject to various and possible contradictory interpretations and requirements.

COST EVALUATION: Evaluations of Client's budget for the Cost of the Work, the preliminary opinions of the Cost of the Work, and updated opinions of the Cost of the Work prepared by Consultant, represent Consultant's judgment as a design professional. It is recognized, however, that neither Consultant nor Client has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from Client's budget for the Cost of the Work or from any opinion of the Cost of the Work or evaluation prepared or agreed to by Consultant.

DELIVERABLES (PER SCOPE OF SERVICES): Consultant shall provide deliverables, including drawings, specifications, reports, and studies, as defined in the Scope of Services section.

Client Responsibilities

PROJECT SCOPE AND BUDGET: Client shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the Cost of the Work. The Project budget shall include contingencies for design development and, when required by the scope of the Project, construction of the project. Client shall not significantly increase or decrease the overall Project scope, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of Consultant to a corresponding change in the Project scope, quality, schedule, and compensation of Consultant.

DESIGNATED CLIENT REPRESENTATIVE: Client shall identify an individual ("Designated Representative") authorized to act on its behalf with respect to the Project. Client or its Designated Representative shall render decisions and approve Consultant's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of Consultant's services and Project schedule.

ACCESS TO SITE: Unless otherwise stated, Consultant will have access to the site for activities necessary for the performance of the services. The Consultant will take precautions to minimize damages due to these activities, but the cost of restoration of any resulting damage has not been included in the fee.

CLIENT PROVIDED SERVICES AND INFORMATION : Client has the right to retain its own consultants and contractors ("Client's Consultants") to perform services on the Project. In addition, Client shall furnish the services of design professionals other than those designated as the responsibility of Consultant in this Agreement or authorize Consultant to furnish them as an Additional Service, when Consultant requests such services and demonstrates that they are reasonably required by the scope of the Project.

Consultant shall be entitled to rely on the accuracy, completeness, and timeliness of services and information furnished by Client, its Designated Representative, and Client's Consultants. Consultants shall have no responsibility for the technical content of Client's, its Designated Representative's, and Client's Consultants' services and information but shall provide prompt written notice to Client if Consultant becomes aware of any error, omission, or inconsistency in such services or information.

CONSTRUCTION CONTRACTS & RESPONSIBILITIES: When applicable to the scope of the Project, Client shall retain a qualified contractor, licensed in the jurisdiction of the Project ("Contractor"), to implement the construction of the Project ("Work") utilizing a construction contract based on General Conditions of the Contract for Construction. In the construction contract, Client shall require Contractor to: (1) obtain Commercial General Liability Insurance and name Client, Consultant, and Consultant's employees and subconsultants as additional insureds of that policy; and (2) indemnify and hold harmless Client, Consultant, and Consultant's employees and subconsultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorneys' fees and economic or consequential damages, arising in whole or in part out of any negligent act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them.

Client understands and acknowledges that (1) Consultant has no control over, charge of, or responsibility for construction activities or jobsite safety on the Project; (2) Contractor shall coordinate, supervise, and direct all portions of the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, jobsite safety, and security; and (3) Consultant shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents.

CLIENT'S REDUCTION OF SCOPE OF SERVICES: If Client elects to terminate, modify, or reduce any portion of Consultant's Services under this Agreement, Client shall indemnify and hold Consultant and its subconsultants harmless from and against damages, losses, and judgments arising from claims by Client or any third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, related to the services or activities Consultant did not provide or in which Consultant did not participate.

General Provisions

LIMITATION OF LIABILITY: The Services covered by this Agreement are of a preliminary or limited nature; therefore, neither Consultant, Consultant's subconsultants (if any), nor their agents or employees shall be jointly, severally, or individually liable to Client in excess of compensation to be paid pursuant to the Agreement, by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty, or negligence.

OWNERSHIP OF DOCUMENTS: All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultants shall retain ownership and property interest therein, including all copyrights. Upon payment in full for services rendered, Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of construction, occupying, or maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, or use of documents after termination, shall be at Client's sole risk, and Client agrees to indemnify, defend, and hold Consultant harmless from all claims, damages, and expense, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

USE OF CONSULTANT-PROVIDED INFORMATION: The information provided by Consultant is intended for the exclusive use of Client for the Scope of Services defined herein, and is not to be transmitted for the use of any other party nor used for any other project. Client agrees to defend, indemnify, and hold Consultant harmless from any claims, costs, and expenses, including attorneys' fees and costs of litigation, which result from any unauthorized or unintended use of Consultant-provided information, or transmission by Client to others of the information resulting from Consultant's Scope of Services.

MUTUAL INDEMNIFICATION: Consultant and Client each agree to indemnify the other against liability, damages, costs, and expenses including reasonable attorneys' fees and expenses recoverable under applicable law (collectively "Damages") that are caused to the other due to the negligence of the indemnifying party, but only to the extent of the indemnifying party's negligence. Neither Consultant nor Client shall be required to indemnify the other to the extent Damages arise from or are caused by the indemnified party's own negligence (whether sole, concurrent or contributory). Neither Consultant nor Client shall have a duty to provide the other an up-front defense of any claim.

MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES: Consultant and Client waive consequential damages (such as lost profits, lost revenue, loss of use, loss of financing, and loss of reputation) for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver

is applicable, without limitation, to all consequential damages whether arising in contract, warranty, tort (including negligence), strict liability, or equity, or that might arise out of the parties' indemnification obligation.

DISPUTE RESOLUTION: Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to a session as a condition precedent to mediation.

Client and Consultant shall endeavor to resolve claims, disputes, and other matters in question during the meet-and-confer session. The meet-and-confer session shall be attended by Client and Consultant or their authorized representatives who shall have the authority to bind the parties. The meet-and-confer session shall take place within thirty (30) days after unless the parties mutually agree otherwise. Prior to the meet-and-confer session, the parties shall exchange relevant information that will assist in resolving the claim, dispute or controversy.

If the parties reach a mutually acceptable resolution, they shall prepare appropriate documentation memorializing the resolution. If the parties cannot reach a mutually acceptable resolution, they shall proceed to mediation as a condition precedent to binding dispute resolution. If the parties do not resolve a dispute through mediation, the parties shall seek a method of binding dispute resolution, or litigation in a court of competent jurisdiction.

HAZARDOUS MATERIALS: Consultant shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to hazardous materials or toxic substances in any form located on the Project site. If hazardous materials are present, Client shall be responsible to remove them from the Project site in the manner that will not adversely affect the health of any person and comply with applicable governmental laws and regulations. Client shall indemnify and hold Consultant harmless from any liability, loss, damage, or expense arising out of or with respect to the presence of hazardous materials on the Project site. The presence or discovery of any hazardous or toxic substance on the site shall be cause for extension of the schedule of Consultant's services and equitable adjustment of fees for Consultant as mutually agreed by the parties.

EXISTING CONDITIONS: Documents prepared by Consultant will be prepared based upon reasonable assumptions derived from existing information provided by Client and from observations of the existing conditions by Consultant without the benefit of field measurements and invasive investigation made undesirable by expense and inconvenience to Client. It is understood and agreed that unforeseen conditions uncovered during the progress of the Work may require changes in the Work resulting in additional cost and delay for which Client shall maintain sufficient contingency. Services required by such changes shall be provided as additional services per this Agreement.

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1111 Central Avenue
Kearney, NE 68847
(*hereinafter called CONSULTANT*)

CLIENT: CITY OF ALMA
PO Box 468
614 Main Street
Alma, NE 68920-0468
(*hereinafter called CLIENT*)

Date: May 30, 2024

Project No. 220-G1-014-24

Project Name/Location: Nebraska Department of Economic Development (NDED) Rural Community Recovery Program (RCRP) Grant, for 2023 Grant Application for the City Auditorium Improvements in Alma, Nebraska.

Scope/Intent and Extent of Services: The CONSULTANT shall perform the following scope of Services:

- Assist CLIENT with drafting the Pre-Award Requirements, specifically the Notice of Intent.
- Draft the narrative for the application, including the Project Description, Community Need, Community Impact, Capacity, and Project Readiness criteria as outlined in the Administrative Manual.
- Assist CLIENT with drafting letters of support for the proposed project or community's overall strategy.
- Compile documentation that the City Council has approved the proposed project.
- Consult with the architect and CLIENT to update the project budget as identified in the 2021 City Auditorium Civic and Community Center Financing Fund (CCCCF) Feasibility Study.
- Develop a cost schedule, as identified through NDED's application guidelines.
- Finalize the application within the Amplifund System.

The CLIENT shall perform the following scope of Services:

1. Submittal of Notice of Intent to the NDED RCRP Program Representative, as identified in the program application guidelines.
2. Updates to the CLIENT's Sam.gov current registration.
3. Submittal to CONSULTANT the CLIENT's most recent Single Audit Report or most recent financial statement.
4. Submittal of application through the Amplifund System.

Excluded / Additional Services: The following services are not included in the scope of work, and if requested will be considered Additional Services:

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Client understands and acknowledges that (1) Consultant has no control over, charge of, or responsibility for construction activities or jobsite safety on the Project; (2) Contractor shall coordinate, supervise, and direct all portions of the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, jobsite safety, and security; and (3) Consultant shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents.

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General Provisions

LIMITATION OF LIABILITY: The Services covered by this Agreement are of a preliminary or limited nature; therefore, neither Consultant, Consultant's subconsultants (if any), nor their agents or employees shall be jointly, severally, or individually liable to Client in excess of compensation to be paid pursuant to the Agreement, by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty, or negligence.

OWNERSHIP OF DOCUMENTS: All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultants shall retain ownership and property interest therein, including all copyrights. Upon payment in full for services rendered, Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of construction, occupying, or maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, or use of documents after termination, shall be at Client's sole risk, and Client agrees to indemnify, defend, and hold Consultant harmless from all claims, damages, and expense, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

USE OF CONSULTANT-PROVIDED INFORMATION: The information provided by Consultant is intended for the exclusive use of Client for the Scope of Services defined herein, and is not to be transmitted for the use of any other party nor used for any other project. Client agrees to defend, indemnify, and hold Consultant harmless from any claims, costs, and expenses, including attorneys' fees and costs of litigation, which result from any unauthorized or unintended use of Consultant-provided information, or transmission by Client to others of the information resulting from Consultant's Scope of Services.

MUTUAL INDEMNIFICATION: Consultant and Client each agree to indemnify the other against liability, damages, costs, and expenses including reasonable attorneys' fees and expenses recoverable under applicable law (collectively "Damages") that are caused to the other due to the negligence of the indemnifying party, but only to the extent of the indemnifying party's negligence. Neither Consultant nor Client shall be required to indemnify the other to the extent Damages arise from or are caused by the indemnified party's own negligence (whether sole, concurrent or contributory). Neither Consultant nor Client shall have a duty to provide the other an up-front defense of any claim.

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is applicable, without limitation, to all consequential damages whether arising in contract, warranty, tort (including negligence), strict liability, or equity, or that might arise out of the parties' indemnification obligation.

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Client and Consultant shall endeavor to resolve claims, disputes, and other matters in question during the meet-and-confer session. The meet-and-confer session shall be attended by Client and Consultant or their authorized representatives who shall have the authority to bind the parties. The meet-and-confer session shall take place within thirty (30) days after unless the parties mutually agree otherwise. Prior to the meet-and-confer session, the parties shall exchange relevant information that will assist in resolving the claim, dispute or controversy.

If the parties reach a mutually acceptable resolution, they shall prepare appropriate documentation memorializing the resolution. If the parties cannot reach a mutually acceptable resolution, they shall proceed to mediation as a condition precedent to binding dispute resolution. If the parties do not resolve a dispute through mediation, the parties shall seek a method of binding dispute resolution, or litigation in a court of competent jurisdiction.

HAZARDOUS MATERIALS: Consultant shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to hazardous materials or toxic substances in any form located on the Project site. If hazardous materials are present, Client shall be responsible to remove them from the Project site in the manner that will not adversely affect the health of any person and comply with applicable governmental laws and regulations. Client shall indemnify and hold Consultant harmless from any liability, loss, damage, or expense arising out of or with respect to the presence of hazardous materials on the Project site. The presence or discovery of any hazardous or toxic substance on the site shall be cause for extension of the schedule of Consultant's services and equitable adjustment of fees for Consultant as mutually agreed by the parties.

EXISTING CONDITIONS: Documents prepared by Consultant will be prepared based upon reasonable assumptions derived from existing information provided by Client and from observations of the existing conditions by Consultant without the benefit of field measurements and invasive investigation made undesirable by expense and inconvenience to Client. It is understood and agreed that unforeseen conditions uncovered during the progress of the Work may require changes in the Work resulting in additional cost and delay for which Client shall maintain sufficient contingency. Services required by such changes shall be provided as additional services per this Agreement.

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PROJECT SCHEDULE: In the event Consultant is hindered, delayed, or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including but not limited to delays due to power or data system outages, acts of nature, public health emergencies including but not limited to infectious disease outbreaks and pandemics, governmental orders or direct failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely or approve or review Consultant's services or design documents, or delays caused by faulty performance by Client consultants, the time for completion of Consultant's services shall be extended by the period of resulting delay equitably adjusted. Client agrees that Consultant shall not be responsible for damages, nor shall the Consultant be deemed in violation of this Agreement due to such delays.

BILLING/PAYMENTS: Invoices for the ENGINEER's services shall be submitted, at the ENGINEER's option, either between completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the ENGINEER may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, terminate the performance of the service. Retainers (if any) shall be credited on the final invoice. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after the billing, the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

SUSPENSION AND TERMINATION: In the event of suspension of Services, as outlined above or for any other reason beyond Consultant's control, Consultant will have no liability to Client for delay or damage resulting from such suspension. Prior to resuming Services, Consultant shall be paid all fees earned prior to suspension together with all reimbursable expenses then due, along with any costs and expenses, including attorneys' fees, incurred collecting delinquent payments. In addition, Consultant's fees for remaining Services and associated time schedules will also be equitably adjusted.

The Agreement may be terminated for cause after a ten (10) day cure period by either party or for convenience with written notice by Client. Upon termination, all invoices presented by Consultant for Services provided, including reimbursable expenses then due and any costs incurred in pursuit of delinquent payments, shall become immediately due and payable. In the event of termination for convenience, Client shall pay to Consultant a termination fee of ten percent (10%) of fees not yet earned.

OPINION OF PROBABLE COST

Division Summary

Project: Alma City Auditorium Renovation

Summary - Conceptual Design - PHASE 1

May 30, 2024

DESCRIPTION	Materials	Labor	Equipment	Sub	Total	
General Conditions					SEE BELOW	
Existing Conditions					\$75,400	
Concrete	\$0	\$0	\$0	\$16,200	\$18,792	
Masonry		\$0	\$0	\$0	\$0	
Metals	\$0	\$0	\$0	\$67,625	\$78,445	
Wood	\$0	\$0	\$0	\$17,250	\$20,010	
Thermal & Moisture	\$0	\$0	\$0	\$13,000	\$15,080	
Openings	\$0	\$0	\$0	\$141,600	\$164,256	
Finishes	\$0	\$0	\$0	\$130,705	\$151,618	
Specialties	\$0	\$0	\$0	\$31,570	\$36,621	
Equipment	\$0	\$0	\$0	\$30,000	\$34,800	
Furnishings	\$0	\$0	\$0	\$26,000	\$30,160	
Special Construction					NOT APPLICABLE	
Elevator					w/EQUIPMENT	
Fire Suppression	\$0	\$0	\$0	\$0	\$0	
Plumbing	\$0	\$0	\$0	\$62,520	\$72,523	
HVAC	\$0	\$0	\$0	\$54,705	\$63,458	
Electrical	\$0	\$0	\$0	\$195,375	\$226,635	
Safety & Security					w/ELECTRICAL	
Communications					w/ELECTRICAL	
Earthwork	\$0	\$0	\$0	\$0	\$0	
Site Improvements	\$0	\$0	\$0	\$0	\$0	
Site Utilities	\$0	\$0	\$0	\$0	\$0	
Subtotal	\$0	\$0	\$0	\$786,550	\$987,798	
				Overhead	\$98,780	10%
				Subtotal	\$1,086,578	
				Profit	\$54,329	5%
				Subtotal	\$1,140,907	
				Builder's Risk	\$9,127	0.8%
				Subtotal	\$1,150,034	
				Bond	\$17,251	1.5%
				Subtotal	\$1,167,284	
				Contingency	\$58,364	5%
				OPINION OF PROBABLE COST	\$1,225,649	
				\$/SF	\$156.83	



City of Alma City Auditorium
 CCCFF Grant Study

Project No. 2009

Project Cost Evaluation - PHASE 1

May 30, 2024

Assumes 2025 Construction Start - Add 10% to Construction
 Costs for Each Year Thereafter for Inflation

DESIGNED PROJECT COSTS

	QUANTITY	UNIT COST	
CONSTRUCTION COST			
Select Intensive Renovation (Interior Concentration)	7815 SF	\$156.83	\$1,225,626
			\$0
			\$0
	7815 SF	BUILDING TOTAL :	\$1,225,626
PROFESSIONAL DESIGN SERVICES (7.0% OF CONSTRUCTION COSTS)			\$85,793.85
REIMBURSABLES (2% OF CONSTRUCTION COSTS)			ESTIMATE \$24,512.53
MOVEABLE FIXTURES, FURNISHINGS & EQUIPMENT (OTHER THAN LISTED ABOVE)			\$0
DESIGN & CONSTRUCTION CONTINGENCY (5%)			ALREADY INCLUDED
PROJECT TOTAL :			\$1,335,933

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

SPLASH PAD-ALMA, NEBRASKA

220-E1-000

Item No.	Description	Cost
1	Mobilization and bonding	\$10,000
2	Site work	\$2,500
3	Furnish and place crushed concrete for splash pad base, build 6" thick concrete Splash Pad, furnish and install features, controls, and piping complete in place	\$250,000
4	Drain pit for manifold and cabinet foundation	\$5,000
5	Furnish and install 2" backflow preventer, with fittings, complete in place	\$4,000
6	Contingencies (Estimated 10%)	\$27,200
7	Engineering, Construction Observation, and Legal (Estimated 12%)	\$35,800
TOTAL PROJECT COST		\$334,500

Prepared by: Miller & Associates, Consulting Engineers, P.C., 5/30/2024

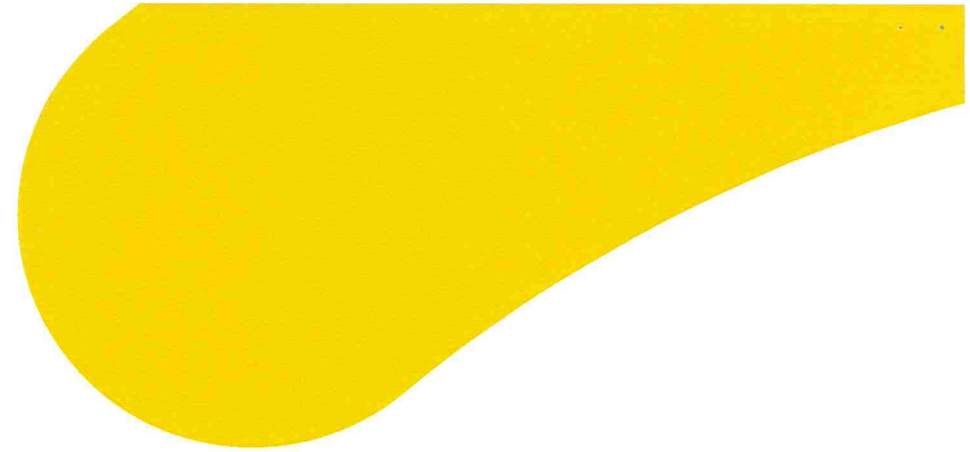


South Sioux City Pool Splashpad, NE
Version A - 34710



Water moves us





We understand how every drop, stream, and splash shapes the world around us. By harnessing the transformative power of water, Vortex creates play experiences for children to develop, communities to flourish, and businesses to thrive. We exist to leave an impact—one that lasts long after families are dried out.





8,000

Projects
worldwide

50

Countries
served

100+

Awards
& honors

Why choose Vortex?

Our diverse expertise

To foster a rich understanding of your unique needs, our design team draws its talent from many disciplines. Engineers, creative designers, childhood development specialists, and water choreography experts tackle new projects from all exciting angles. Our multidisciplinary approach oversees countless variables including water management, accessibility, and (most importantly) play.

Our superior quality

Every Vortex project is engineered on-site to ensure the highest quality and safety standards. We use stainless and galvanized steel sourced from North America and are vertically integrated for maximum quality control. Manufactured and tested in our Montreal headquarters, products are designed to last and require little maintenance.

Our boots on the ground

We put a lot of stock into local representation. Every collaboration begins by getting to know the families you're servicing and thinking creatively about how we can help them grow. We ensure that no matter where you're situated, our customer service and expert guidance come equipped with an intuitive understanding of what sets your facility apart.



Colored concrete and environment are for illustration purposes only and not supplied by Vortex. Not for construction. Actual colors and textures of products and materials may appear differently than pictured.
Shown in Color Palette Vibrant 5.



South Sioux City Pool Splashpad, Ne
Version A - 34710

Splashpad®
View 1



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South Sioux City Pool Splashpad, Ne
Version A - 34710

Splashpad®
View 2



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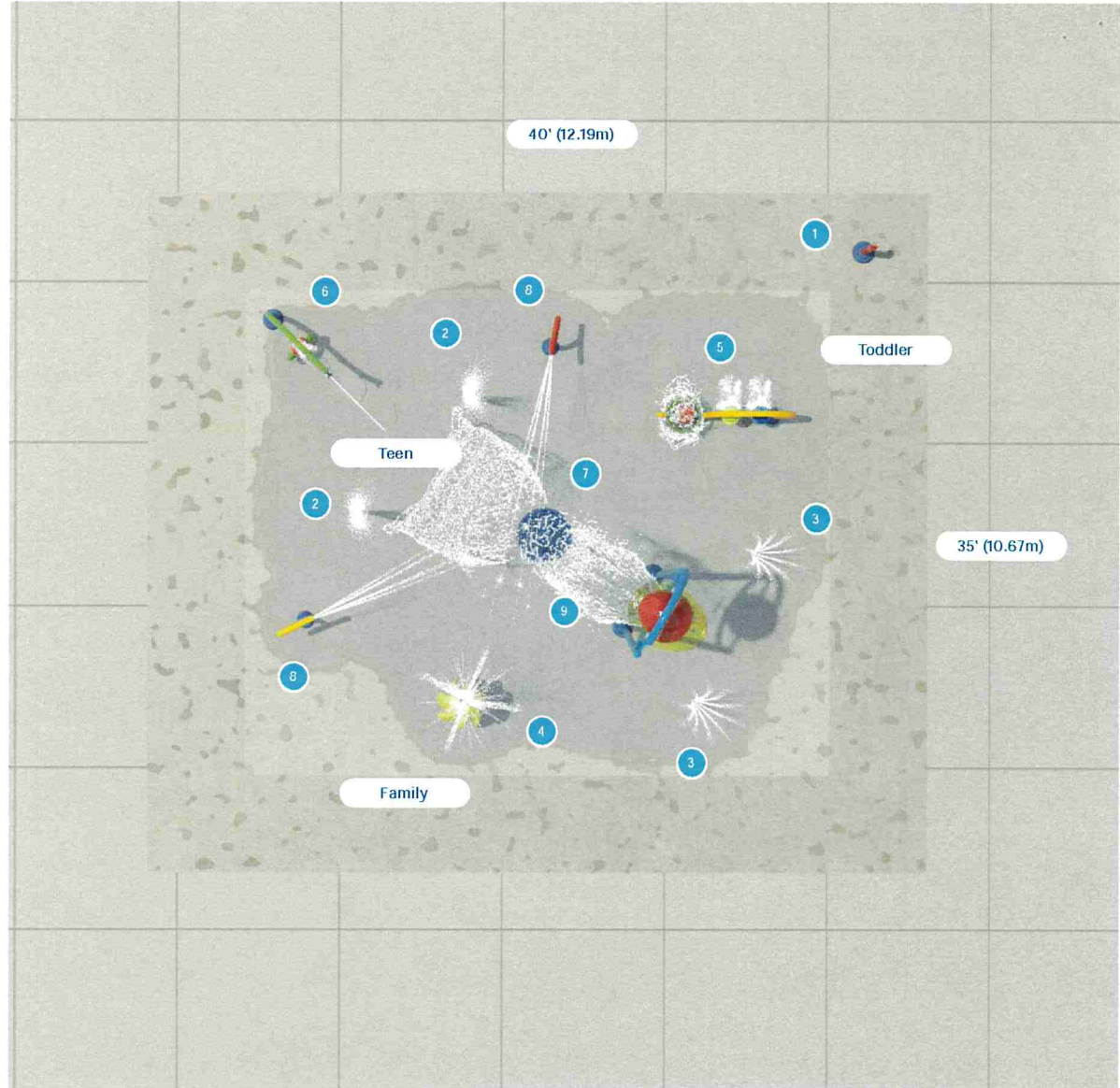
South Sioux City Pool Splashpad, Ne
Version A - 34710

Splashpad®

View 3

Total Area : 1400 ft² (130m²)
 Spray Zone Area: 750 ft² (70m²)

REF	PRODUCT	QTY	GPM	LPM
1	Bollard Activator No 3 VOR 0611	1	0	0
2	Fountain Spray N°2 VOR 7676	2	6	22.7
3	Geyser VOR 0301	2	9	34.1
4	Hello N°3 VOR 7238	1	3	11.4
5	Luna N°2 VOR 7231	1	19.5	73.8
6	Luna N°3 VOR 7234	1	6.5	24.6
7	Playsafe Drain N°1 VOR-1001.4000	1	0	0
8	Tube N°1 VOR 0220	2	8	30.3
9	Twinsplash VOR 7242	1	12	45.4
TOTAL WATER FLOW		QTY	GPM	LPM
		12	64.0	242.3



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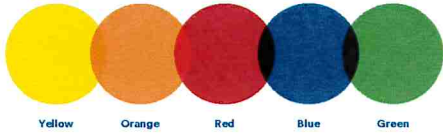
South Sioux City Pool Splashpad, Ne
 Version A - 34710

Vortex Colors



* Polished stainless steel is only available on select products. An additional fee will apply.

SeeFlow™



Orbs



Accessories

Available in Vortex Blue (as shown)



Superwave



Supersplash



Twinsplash



Dumping Bell



Project Name - Country
Version A - Project ID



vortex-intl.com

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+1.514.694.3868 (International)

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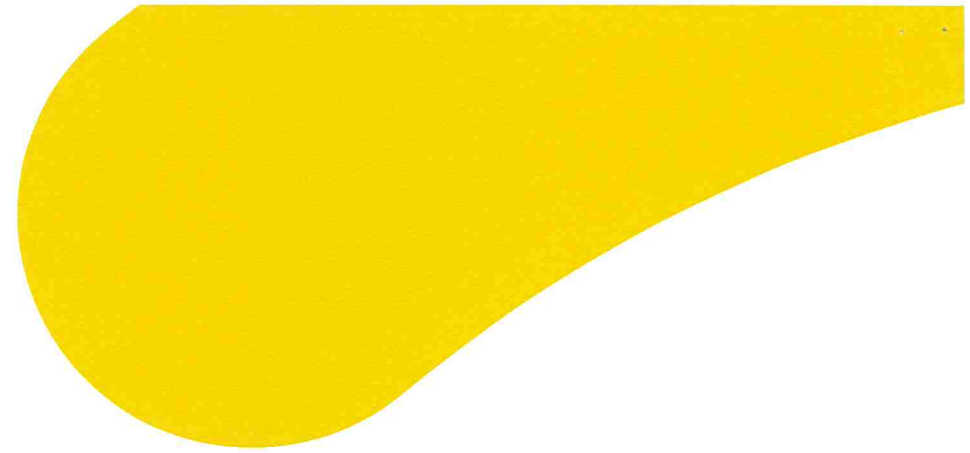


Cairo Nebraska Splashpad, NE
Version A - 34980

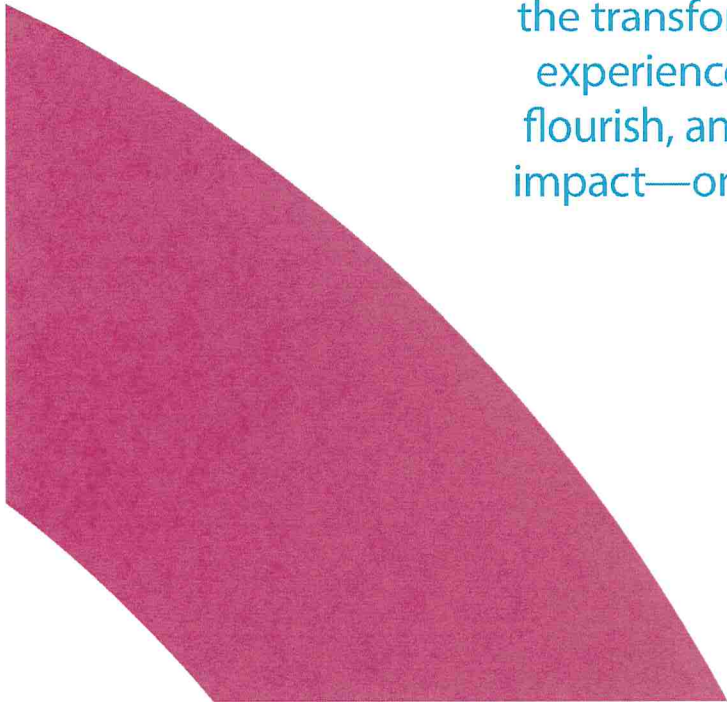


**Water
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All of the equipment shown here for design purposes only. All colors, features and finishes may differ from actual.
Shown in Color Palette Option 1.



Cairo Nebraska Splashpad, NE
Version A - 34980

Splashpad®
View 1



All 3D renders shown are for illustration purposes only. Actual colors, textures and finishes may differ from renders.
Shown in Color Palette Marine 1.



Cairo Nebraska Splashpad, NE
Version A - 34980

Splashpad®
View 2



All 3D renders shown are for illustration purposes only. Actual colors, textures and heights may differ from renders. Shown in Color Palette Marine 1.



Cairo Nebraska Splashpad, NE
Version A - 34980

Splashpad®
View 3



All Splashpad equipment is manufactured by Aquascape
and is sold through authorized dealers only.
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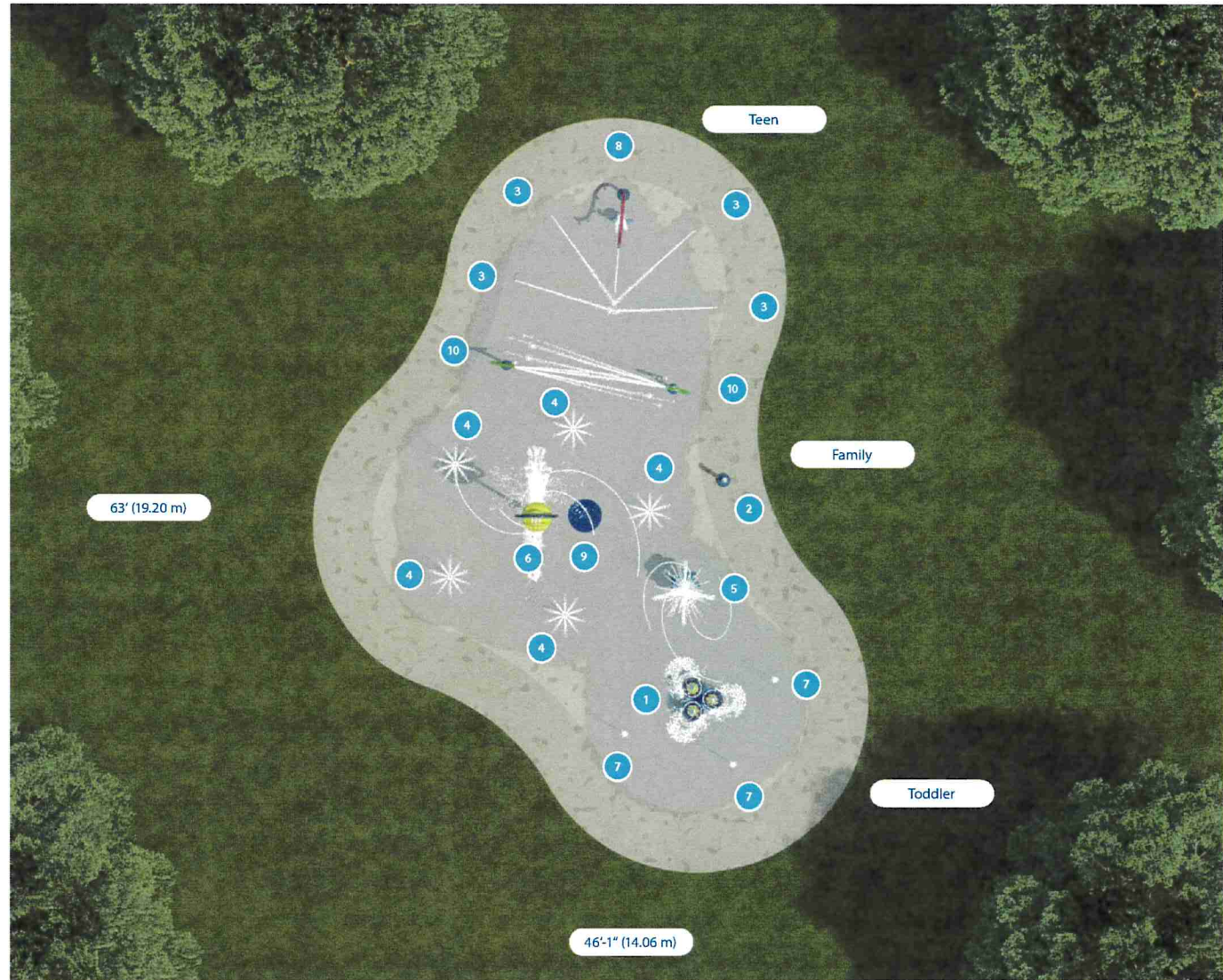


Cairo Nebraska Splashpad, NE
Version A - 34980

Splashpad®
View 4

Total area: 1902 ft² (177 m²)
 Total sprayzone area: 1113 ft² (103 m²)

REF	PRODUCT	QTY	GPM	LPM
1	Bobble N°2 VOR 7233	1	21.5	81.4
2	Bollard Activator N°3 VOR 0611	1	0	0
3	Directional Jet N°1 VOR 0305	4	8	30.3
4	Geyser VOR 0301	5	22.5	85.2
5	Helio N°3 VOR 7238	1	3	11.4
6	Helio N°6 VOR 7241	1	13	49.2
7	Jet Stream N°1 VOR 7512	3	7.5	28.4
8	Luna N°3 VOR 7234	1	6.5	24.6
9	Playsafe Drain N°1 VOR-1001.4000	1	0	0
10	Tube N°1 VOR 0220	2	8	30.3
TOTAL WATER FLOW		QTY	GPM	LPM
		20	90.0	340.8



All 3D renders shown are for illustration purposes only. Actual colors, textures and finishes may differ from renders.

Shown in Color Palette Marine 1



Cairo Nebraska Splashpad, NE
 Version A - 34980



Splashpad[®]
 Components

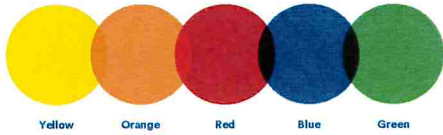
Vortex Colors

Steel and Fiberglass



* Polished stainless steel is only available on select products. An additional fee will apply.
** An additional fee may apply on fiberglass applications.

SeeFlow™

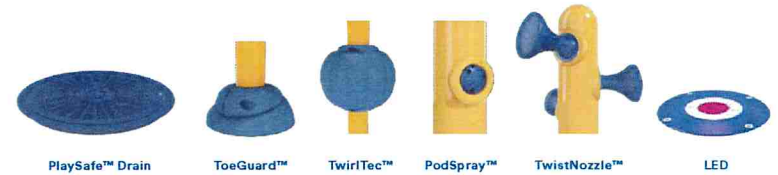


Orbs



Accessories

Available in Vortex Blue (as shown)



Superwave



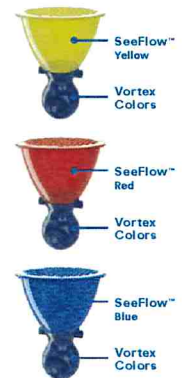
Supersplash



Twinsplash



Dumping Bell





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