

**INLAND PORT AUTHORITY
THURSDAY, JANUARY 2, 2025**

**LEGISLATIVE CHAMBERS @ 9:00 A.M.
1819 Farnam Street, Omaha, NE 68183**

Agenda and materials are available online at the City of Omaha web site [here](#).

CALL TO ORDER

1. Roll Call

CERTIFICATION OF PUBLICATION – NOTIFICATION OF OPEN MEETING ACT

2. City Clerk certifies publication in the Daily Record on December 27, 2024, notice of the Inland Port Authority Meeting, January 2, 2025.

A current copy of the Open Meeting Act is posted in a white binder on the east wall of the Legislative Chambers.

ACTION ITEMS

3. Approval of minutes from the December 5, 2024 Meeting – [see attached](#). **(VOTE TODAY)**
4. Partial Disbursement of DED Funding to Grantees for Airport Business Park – [see attached](#). **(VOTE TODAY)**
5. Executive Search Firm Recommendations **(VOTE TODAY)**
6. RFP Proposals for Consulting and Visioning for Innovation District **(VOTE TODAY)**
 - A. Invite top three to present to Inland Port Authority Board in February

COMMITTEE REPORTS

7. Executive Committee report
8. Governance Committee report
9. Real Estate and Development Committee report
10. Finance Committee report
11. Operations Committee report – [see attached](#).
12. Community Advisory Committee report

DISCUSSION ITEMS

13. End of year report – due 12/31
14. Possible changes to the deadline to disburse funds
15. Legal counsel
16. Administrative support for Inland Port Authority Board

EXECUTIVE SESSION

17. Motion to go into Executive Session for the purpose of discussing RFP proposals for consulting and visioning for the innovation district.

ADJOURNMENT

Next meeting date February 6, 2025 at 9:00 A.M.

**MINUTES FOR THE INLAND PORT AUTHORITY MEETING
THURSDAY, DECEMBER 5, 2024**

**LEGISLATIVE CHAMBERS @ 8:30 A.M.
1819 Farnam Street, Omaha, NE 68183**

Agenda and materials are available online at the City of Omaha web site [here](#).

MEMBERS PRESENT:

Brook Aken
Mike Helgerson
Jacob Hoppe
Terrell McKinney
Davielle Phillips – arrived after roll call at 9:05 A.M.
Michael Riedmann
Carmen Tapio
Tom Warren
Ernest White

STAFF PRESENT:

Jennifer Taylor, Deputy City Attorney
Elizabeth Butler, City Clerk
Kimberly Hoelsing, Deputy City Clerk

Chair Terrell McKinney called the meeting to Order.

1. Roll Call

CERTIFICATION OF PUBLICATION – NOTIFICATION OF OPEN MEETING ACT

2. City Clerk certifies publication in the Daily Record on November 29, 2024, notice of the Inland Port Authority Meeting, December 5, 2024.

A current copy of the Open Meeting Act is posted in a white binder on the east wall of the Legislative Chambers.

ACTION ITEMS

3. Approval of minutes from the November 7, 2024 Meeting – [see attached](#). **(VOTE TODAY)**

MOTION by Warren, SECOND by Helgerson to approve minutes.

Yeas: Aken, Helgerson, Hoppe, Riedmann, Tapio, Warren, White, McKinney

Absent: Phillips

MOTION APPROVED 8-0

4. Partial Disbursement of DED funding to grantees for Airport Business Park **(POSTPONED FROM THE NOVEMBER 7, 2024 MEETING, VOTE TODAY)**

CALLED TO SPEAK:

Mike Maroney, OEDC, 2221 N 24th Street

George Achola, Burlington Capital, 1004 Farnam Street, Suite 40

Representatives from OEDC and Burlington Capital stated that request from the updated plan is just under 8 million dollars. It is an adequate amount to get started and they are also supportive of expanding the boundaries of the project.

Questions and concerns were discussed by Inland Port Authority board members including acquiring land and release of funds, a letter of intent option, and possible expansion of the community engagement plan. There are still significant concerns from some of the Inland Port Authority board members regarding no clear community focus and no community engagement plan. It was mentioned that the Community Advisory Committee could potentially be used for the community engagement plan. Consistent with regular land development, any land purchase cannot go under contract without approval of the Inland Port Authority board. Some members were concerned that by limiting purchase to one property that it really limits the options for the developer.

MOTION by Riedmann, SECOND by Warren to call the question.

Yeas: Aken, Helgerson, Hoppe, Phillips, Riedmann, Tapio, Warren, White

Nays: McKinney

MOTION APPROVED 8-1

MOTION by White, SECOND by Warren to approve partial disbursement of DED funding to grantees for Airport Business Park.

Yeas: Aken, Helgerson, Hoppe, Riedmann, Tapio, Warren, White

Nays: McKinney

Abstain: Phillips

MOTION APPROVED 7-1-1

5. Lease Agreement with Metropolitan Community College – [see attached](#). **(VOTE TODAY)**

Chair McKinney opened the public hearing on Item 5.

PROPONENT:

Cheryl Weston, 1124 Pacific Street

Dorothy Johnson, 2223 Dodge Street

No one else came forward and the public hearing was closed.

MOTION by Aken, SECOND by Riedmann to approve the lease agreement with Metropolitan Community College.

Yeas: Aken, Helgerson, Hoppe, Phillips, Riedmann, Tapio, Warren, White, McKinney

MOTION APPROVED 9-0

6. RFP for Banking Services Update **(VOTE TODAY)**

Chair McKinney opened the public hearing on Item 6.

No one came forward and the public hearing was closed.

MOTION by Tapio, SECOND by Hoppe to approve the RFP for Banking Services.

Yeas: Aken, Helgerson, Hoppe, Phillips, Riedmann, Tapio, McKinney

Abstain: Warren, White

MOTION APPROVED 7-0-2

7. 2025 Inland Port Authority Board Meeting Schedule (**VOTE TODAY**)

MOTION by Helgerson, SECOND by White to approve the 2025 meeting schedule.

**Yeas: Aken, Helgerson, Hoppe, Phillips, Riedmann, Tapio, Warren, White, McKinney
MOTION APPROVED 9-0**

COMMITTEE REPORTS

8. Executive Committee report – [see attached](#).

Chair McKinney reported that the committee met on November 22nd. The following items were discussed: moving board meetings to Metro, possibility of video for meetings, RFP for Banking, RFP for Visioning and Innovation District, Airport Business Park, RFP for search firm for hiring the Executive Director, and submission of the report to the Urban Affairs committee at the end of December.

9. Governance Committee report – [see attached](#).

Chair McKinney reported that the following items were discussed: Community Advisory Committee, need for legal services going into the new year, banking accounts, and the search firm for the Executive Director.

10. Real Estate and Development Committee report – [see attached](#).

Davielle Phillips reported that the committee met on November 20th. The following items were discussed: next steps for vision for innovation district, creating a baseline of knowledge using studies that have already been done by the city and other partners including Forever North study, housing affordability, transportation, and the City of Omaha climate action plan.

11. Finance Committee report – [see attached](#).

Carmen Tapio reported that the committee met on November 19th. The following items were discussed: single RFP response for banking, recommendation to bring the response forward to board, signing authority guidelines, investment options, connecting with operations committee, and funds available for administrative purposes.

12. Operations Committee report – [see attached](#).

Thomas Warren reported that the committee met on November 25th. The following items were discussed: RFP for search firm for hiring Executive Director (this contract will be presented to the board in January). The projected timeline is 30 days to post and recruit, approximately 3 months to finalize, and an April 2025 start date. The committee also discussed the certificate of liability bond that is required before moving board meetings to Metropolitan Community College.

DISCUSSION ITEMS

13. RFP for Consulting and Visioning for Innovation District Update

The RFP closes today at 5:00 pm. Proposals received will be sent to the Inland Port Authority board. The top 3 will be picked and will be invited to meet with the board at a future date.

14. Update from December 3rd Community Advisory Committee Meeting

CALLED TO SPEAK:

Randi Peavy, 4524 Wirt Street, Community Advisory Committee board member

The first Community Advisory Committee meeting was held on December 3rd. Options for a community survey were discussed. Meetings will be held 2 weeks after Inland Port Authority board meetings and the next meeting is December 16th at 4:00 pm at the Network Spot.

ADJOURNMENT

MOTION by Riedmann, SECOND by Tapio that the meeting be adjourned

Yeas: Aken, Helgerson, Hoppe, Phillips, Riedmann, Tapio, Warren, White, McKinney

MOTION APPROVED 9-0

MEETING ADJOURNED AT: 10:26 A.M.

Next meeting date January 2, 2025 at 9:00 A.M.

DRAFT

<p><u>For Office Use Only:</u></p> <p>Publication Date (if applicable): _____</p> <p>Agenda Date: _____</p> <p>Submitter: _____</p>

OMAHA INLAND PORT AUTHORITY
LEGISLATIVE CHAMBER
 Omaha, Nebraska

RESOLVED BY THE BOARD OF COMMISSIONERS of the OMAHA INLAND PORT AUTHORITY:

WHEREAS, pursuant to the Municipal Inland Port Authority Act, Neb. Rev. Stat. §§13-3301 to 13-3313, the City of Omaha created an inland port authority, designated an inland port district and appointed a board of commissioners to administer the business of the inland port authority; and

WHEREAS, pursuant to the Neb. Rev. Stat. §81-12,241.01(5) and Omaha Inland Port Authority Resolution No. 2024-003, the Nebraska Department of Economic Development (DED) assigned to the Omaha Inland Port Authority Contract No. 24-11-271, by and between the DED and Omaha Economic Development Corporation (OEDC) (the "Contract"), under which OEDC was awarded \$89,618,400 in grant funding to develop a business park; and

WHEREAS, the Omaha Inland Port Authority and OEDC desires to amend the Contract to modify Sections 3.3 regarding specific pre-award conditions, and 3.5 regarding the initial project fund advance to fund an initial disbursement of funds to OEDC of \$7,370,000, in accordance with the OEDC proposal and pursuant to the Amendment to Agreement attached hereto as Exhibit "A"; and

WHEREAS, upon approval and execution of the Amendment to Agreement and the creation of the necessary administrative or financial accounts in the name of the Omaha Inland Port Authority, and receipt of the funds from the DED, the Authority will transfer \$7,370,000 to OEDC pursuant to the provisions of the Contract, as amended.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE INLAND PORT AUTHORITY

THAT the Chairman of the Board of Directors be authorized to execute the Amendment to Agreement on behalf of the Omaha Inland Port Authority, attached as Exhibit "A".

APPROVED AS TO FORM:


 DEPUTY CITY ATTORNEY

12/30/2024
 DATE

Adopted: _____

Approved: _____
 Chair

Attested by: _____

**AMENDMENT TO
STATE OF NEBRASKA - DEPARTMENT OF ECONOMIC
DEVELOPMENT AIRPORT BUSINESS PARK GRANT PROGRAM
CONTRACT NO. 24-11-271**

This Amendment ("Amendment") is entered into by and between the Omaha Inland Port Authority ("Authority or IPA") and the Omaha Economic Development Corporation ("OEDC") to modify Contract No. 24-11-271

The Parties agree to continue to abide by those terms and conditions of the original contract, dated November 22, 2022, and any amendments thereto, which are not specifically modified by this agreement.

RECITALS

WHEREAS, on June 24, 2024, the Nebraska Department of Economic Development (DED or "Department") entered into Contract No. 24-11-271 with OEDC, under which OEDC was awarded \$89,618,400 in grant funding ("Project Funds") to develop a business park in accordance with the statutory requirements and the Master Plan produced by OEDC ("Initial Contract").

WHEREAS, pursuant to Neb. Rev. Stat. §81-12,241.01(5), the Nebraska Department of Economic Development (DED) assigned Contract No. 24-11-271, by and between the DED and Omaha Economic Development Corporation (OEDC), to the Inland Port Authority ("Assignment"), which Assignment and Initial Contract are attached hereto as Exhibit A; and

WHEREAS, the obligation to release the Project Funds to OEDC was specifically contingent upon OEDC fulfilling specific pre-award conditions listed in Section 3.3 of the Initial Contract and Neb. Rev. Stat. 81-12,241(1). Accordingly, prior to the release of the Project Funds, OEDC is required to complete the following:

1. Prepare and submit to a ten-year financial pro forma, complete due diligence on such ten-year financial pro forma, and submit documentation of such due diligence in a form satisfactory to the Department (or the IPA as its' assignee);
2. Hold two public input meetings to receive public input regarding concerns, ideas, and priorities for economic development initiatives within the business park. Such public input meetings shall provide a platform for dialogue and collaboration between residents, the developer, local government officials, and other stakeholders; and
3. Obtain and provide to the Department a letter of support from the Inland Port Authority managing the inland port district in which the business park is located.

("Pre-Award Conditions"); and

WHEREAS, Sections 3.5 and 3.6 of the Initial Contract and Neb. Rev. Stat. 81-12,241(1) state that upon meeting the conditions for release: "the [Department] shall pay a grantee an advance of fifty percent of the total grant awarded with the remaining grant funds paid on a monthly basis until the grant is paid in full or by December 31, 2026, whichever occurs sooner; and

WHEREAS, the Authority has determined and agrees that OEDC has satisfied the first two Pre-Award Conditions; and

WHEREAS, the third Pre-Award Condition requires OEDC obtain a letter of support from the Authority prior to the release of Grant Funds; and

WHEREAS, the Authority has determined it is in the best interests of the Project (as defined in the Initial Contract), a letter of support can be issued under the following conditions:

1. OEDC agrees to receive less than fifty percent (50%) of the Grant Funds, as an advance.
2. This advance will allow OEDC to begin the predevelopment phase of the project.

; and

WHEREAS, on or about December 4th, 2024, OEDC submitted a proposal that outlined the terms and conditions for accepting an advance of less than fifty percent (50%) of the Grant Funds, which is attached hereto as Exhibit B, and incorporated herein by the reference (OEDC Proposal”); and

WHEREAS, the Authority has determined that the goals of the Project will best accomplished by accepting the OEDC Proposal.

NOW THEREFORE, in consideration of the mutual promises and understandings of the parties as set forth below, the receipt and sufficiency of which is hereby acknowledged, the Authority and the OEDC agree to Amend the Contract as follows:

Section 3.3 – **Specific Pre-Award Conditions** is hereby deleted in its entirety and replaced with the following:

The Recipient has completed the following Pre-Award Conditions:

1. Prepare and submit to a ten-year financial pro forma, and complete due diligence on such ten-year financial pro forma, and submit documentation of such due diligence in a form satisfactory to the Department (or the IPA as its’ assignee);
2. Hold two public input meetings to receive public input regarding concerns, ideas, and priorities for economic development initiatives within the business park. Such public input meetings shall provide a platform for dialogue and collaboration between residents, the developer, local government officials, and other stakeholders.

Upon approval of this Amendment, the Recipient shall receive a letter of support from the Authority as set forth in Exhibit C, attached hereto and incorporated herein by this reference, which the Authority has determined will satisfy the following Pre-Award Condition:

3. Obtain and provide to the Department a letter of support from the Inland Port Authority managing the inland port district in which the business park is located.

Section 3.5- **Initial Project Funds Advance** is hereby deleted in its entirety and replaced with the following:

The Authority, as assignee pursuant to the Assignment, shall advance Project Funds to Recipient in an amount not to exceed \$7,370,000. The funds shall be expended in a manner consistent with the activity scope and budget plan set forth in Exhibit B. Upon completion of the predevelopment phase as outlined in Exhibit B, the remaining funds shall be distributed to OEDC in accordance with the terms specified in the Initial Contract.

Miscellaneous.

Except as expressly amended herein, all other terms and conditions of the Initial Contract shall remain in full force and effect. The recitals set forth above are fully incorporated with the same force and effect as though restated herein. Capitalized terms specifically defined in this Assignment have the meaning ascribed to them in the Initial Contract.

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

The parties acknowledge they have read and understand this Contract Amendment , they agree to its provisions, and that it shall be effective on the date when both parties have signed.

Omaha Inland Port Authority	OMAHA ECONOMIC DEVELOPMENT CORPORATION
By: _____ Signature of Authorized Official	By: _____ Signature of Authorized Official Michael Maroney
_____ Name	_____ Name President
_____ Title	_____ Title 2221 North 24th Street
_____ Street Address Omaha, Ne.	_____ Street Address Omaha, Ne. 68110
_____ City, State, Zip	_____ City, State, Zip
_____ Date	_____ Date

APPROVED AS TO FORM:

 12/30/2024
DEPUTY CITY ATTORNEY

EXHIBIT A
ASSIGNMENT AND INITIAL CONTRACT

For Office Use Only:

Publication Date (if applicable): _____

Agenda Date:

9/5/24

Submitter:

Jennifer Taylor

INLAND PORT AUTHORITY
LEGISLATIVE CHAMBER
Omaha, Nebraska

RESOLVED BY THE BOARD OF COMMISSIONERS of the INLAND PORT AUTHORITY:

WHEREAS, pursuant to the Municipal Inland Port Authority Act, Neb. Rev. Stat. §§13-3301 to 13-3313, the City of Omaha created an inland port authority, designated an inland port district and appointed a board of commissioners to administer the business of the inland port authority; and

WHEREAS, pursuant to the Neb. Rev. Stat. §81-12,241.01(5), the Nebraska Department of Economic Development (DED) desires to assign to the Inland Port Authority Contract No. 24-11-271, by and between the DED and Omaha Economic Development Corporation (OEDC) (the "Contract"), under which OEDC was awarded \$89,618,400 in grant funding to develop a business park; and

WHEREAS, the Inland Port Authority desires to accept assignment of the Contract and assume all rights and obligations of the DED thereunder, pursuant to the Assignment and Assumption Agreement attached hereto as Exhibit "A"; and

WHEREAS, upon approval and execution of the Assignment and Assumption Agreement and the creation of the necessary administrative or financial accounts in the name of the Inland Port Authority, the DED will transfer the \$89,618,400 obligations by the Contract to the Inland Port Authority; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE INLAND PORT AUTHORITY

THAT the Chairman of the Board of Directors be authorized to execute the Assignment and Assumption Agreement on behalf of the Inland Port Authority, attached as Exhibit "A".

APPROVED AS TO FORM:


DEPUTY CITY ATTORNEY

9/3/2024
DATE

Adopted: SEP 05 2024 8-0

Approved: 
Chair

Attested by: 

**STATE OF NEBRASKA - DEPARTMENT OF ECONOMIC DEVELOPMENT
AIRPORT BUSINESS PARK GRANT PROGRAM
CONTRACT NO. 24-11-271**

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (“Assignment”) is entered into between the Nebraska Department of Economic Development (“the Department”) and the Omaha Inland Port Authority, effective upon the date of signature by both parties (“the Effective Date”).

RECITALS

- A. Neb. Rev. Stat. § 81-12,241(4)(a), part of the Economic Recovery Act, provides that the Department shall provide grant funding not to exceed ninety million dollars in grants to a nonprofit economic development organization for the development of a business park located within or adjacent to one or more qualified census tracts located within the boundaries of a city of the metropolitan class and within two miles of a major airport as that term is defined within Nebraska law.
- B. On June 24, 2024, the Department entered into Contract No. 24-11-271 with Omaha Economic Development Corporation (“OEDC”), under which OEDC was awarded \$89,618,400 in grant funding to develop a business park in accordance with the statutory requirements and the Master Plan produced by OEDC.
- C. Release of the grant funds was contingent upon OEDC fulfilling specific pre-award conditions listed in Contract No. 24-11-271. As of the date of execution of this Assignment, the pre-award conditions have not been fulfilled and no funds have been disbursed pursuant to Contract No. 24-11-271.
- D. A copy of Contract No. 24-11-271 is attached as Exhibit 1.
- E. Neb. Rev. Stat. § 81-12,241.01(5) provides that the Department may assign any grant or contract awarded under the Economic Recovery Act to a city of the metropolitan class or to an inland port authority located within such city.
- F. The Omaha Inland Port Authority is an inland port authority located within a city of the metropolitan class.
- G. The Department desires to assign Contract No. 24-11-271 to the Omaha Inland Port Authority.
- H. The Omaha Inland Port Authority desires to assume the Department’s obligations under Contract No. 24-11-271.

- I. The Department and the Omaha Inland Port Authority have determined that it will best accomplish the goals and intent of Contract No. 24-11-271 and Neb. Rev. Stat. § 81-12,241(4)(a) if Contract No. 24-11-271 is assigned from the Department to the Omaha Inland Port Authority.

NOW THEREFORE, in consideration of the mutual promises and understandings of the parties as set forth below, the receipt and sufficiency of which is hereby acknowledged, the Department and the Omaha Inland Port Authority agree as follows:

1. **Assignment.** As of the Effective Date, the Department hereby assigns to the Omaha Inland Port Authority all of its right, title, and interest in and to Contract No. 24-11-271.

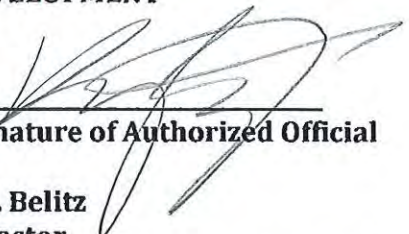

2. **Assumption.** As of the Effective Date, the Omaha Inland Port Authority hereby assumes Contract No. 24-11-271 for the balance of its term and agrees to faithfully perform and fulfill all of the covenants, conditions, and obligations of the Department contained in Contract No. 24-11-271.

3. **Transfer of Funds.** After execution of this Assignment and upon the Department's receipt of any administrative documentation necessary to enable the transfer, the Department shall transfer the \$89,618,400 obligated by Contract No. 24-11-271 to the Omaha Inland Port Authority.

4. **Miscellaneous.** The recitals set forth above are fully incorporated with the same force and effect as though restated herein. Capitalized terms specifically defined in this Assignment have the meaning ascribed to them in the Contract.

THE PARTIES HERETO HAVE EXECUTED THIS ASSIGNMENT

The parties acknowledge they have read and understand this Assignment, they agree to its provisions, and that it shall be effective on the date when both parties have signed.

NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT	OMAHA INLAND PORT AUTHORITY
By:  Signature of Authorized Official	By:  Signature of Authorized Official
K.C. Belitz Director Department of Economic Development	Terrell McKinney Name
245 Fallbrook Boulevard, Suite 002 Lincoln, NE 68521	Board Chair Title
9/10/2024 Date	_____ Street Address
	_____ City, State, Zip
	9/15/2024 Date

**STATE OF NEBRASKA - DEPARTMENT OF ECONOMIC DEVELOPMENT
AIRPORT BUSINESS PARK GRANT PROGRAM
AWARD AGREEMENT
CONTRACT NO. 24-11-271**

In consideration of the mutual promises and understandings of the parties as set forth below, this Award Agreement is entered into between the State of Nebraska – Department of Economic Development (“the Department”) and Omaha Economic Development Corporation (“Recipient”) upon the date of signature by both parties.

This contract is a grant of state financial assistance by the Department to Recipient intended to assist, stimulate, and support Recipient in carrying out its allowable activities pursuant to Neb. Rev. Stat. § 81-12,241, as requested by Recipient in its application to the Department for state financial assistance. The Department and Recipient each agree to be bound by the applicable terms and conditions of this Award Agreement, the Department’s Program Manual, and state law.

Pursuant to Award Agreement 23-11-0240 between the Department and Recipient, Recipient produced a Master Plan for development and creation of the business park described by Neb. Rev. Stat. § 81-12,241. That Master Plan is attached as Exhibit A and hereby incorporated by reference into this Agreement.

ARTICLE 1: REQUIRED DATA ELEMENTS

Recipient Name:	Omaha Economic Development Corporation
Period of Performance Start and End Date:	January 10, 2023 – December 31, 2027
Total Amount of the Grant Award:	\$89,618,400
Name of Awarding State Agency:	Nebraska Department of Economic Development
Funding Source:	State of Nebraska – Cash Fund
Name and Contact Information for Official / Program Manager:	Daren Waters, Jr. 402-480-9004 daren.waters@nebraska.gov

ARTICLE 2: SCOPE OF SERVICE

By executing the Master Plan, as may be amended by agreement of DED, Recipient shall develop a business park, in accordance with the Master Plan, within or adjacent to one or more qualified census tracts located within the boundaries of a city of the metropolitan class and within two miles of a major airport (the “Project”). Recipient shall be responsible for the design, engineering, permitting, and construction of the Project to meet the Objectives of the

Project as set forth in the Master Plan. The Project shall be commenced within the Period of Performance set forth in Article 1 above and thereafter prosecuted with due diligence and continuity and will achieve final expenditure of the Project Funds by the End Date set forth above, unless extended by mutual agreement. A copy of the Master Plan is attached as Exhibit A and hereby incorporated into this Award Agreement.

ARTICLE 3: PAYMENT AND REIMBURSEMENT

3.1 – Total Amount of Funds Committed

The Department shall disburse funds to Recipient to fund the Project in a total amount not to exceed \$89,618,400 (the “Project Funds”). This is the total amount of funds committed to Recipient from the Department.

3.2 – General Disbursement Guidelines

Disbursements of Project Funds shall be made to Recipient in the form and manner determined by the Department and in accordance with the requirements of this Award Agreement. At its discretion, the Department shall request supporting documentation or written justifications from Recipient for any Project expenditures. The Department may impose mandatory preapproval thresholds for planned purchases by Recipient in excess of a designated amount.

3.3 – Specific Pre-Award Conditions

Prior to release of the Project Funds, Recipient shall:

1. Prepare and submit to the Department a ten-year financial pro forma, and complete due diligence on such ten-year financial pro forma, and submit documentation of such due diligence in a form satisfactory to the Department;
2. Hold two public input meetings to receive public input regarding concerns, ideas, and priorities for economic development initiatives within the business park. Such public input meetings shall provide a platform for dialogue and collaboration between residents, the developer, local government officials, and other stakeholders; and
3. Obtain and provide to the Department a letter of support from the Inland Port Authority managing the inland port district in which the business park is located.

3.4 – Allowable Costs

Recipient is responsible for the efficient and effective administration of the Project Funds through the application of sound management practices. Recipient assumes the responsibility for administering the Project Funds in a manner that is consistent with this Award Agreement, Project objectives, and the laws of the State of Nebraska.

Recipient may only use Project Funds for the stated and approved purposes set forth in this Award Agreement, including administration of the Project. Costs must be allowable, reasonable, and treated consistently.

Costs must meet the following general criteria in order to be allowable:

1. Be necessary and reasonable for the performance of the Project;
2. Conform to any limitations or exclusions set forth in applicable law or established by the Department pursuant to this Award Agreement;
3. Be determined in accordance with generally accepted accounting principles;
4. Be adequately documented; and
5. Be incurred during the approved Period of Performance.

A cost is “necessary” if the cost is ordinary and necessary to the administration, performance, management, or execution, of the Project as set forth in the Master Plan.

A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person, for a service or product, under similar circumstances prevailing at the time the decision was made to incur the cost.

A cost is treated consistently when all costs incurred for the same purpose and in like circumstances are treated uniformly either as direct costs or as indirect costs.

Recipients may retain a maximum of 10% of Project Funds for costs associated with the administration of the Project. A portion of the administrative fee can be paid at the time of the initial Project Funds Advance as set forth Section 3.4, below, and subsequent payment may be made at expected monthly advances as set forth below in Section 3.5.

Upon execution of this Award Agreement and satisfaction of any pre-award conditions specified in the Award Agreement, the Program Manual, or Nebraska law, the Department shall issue a Notice of Release of Funds. Upon receiving the Notice of Release of Funds, Recipient may request disbursement of Project Funds for eligible costs. A Notice of Release of Funds shall not be issued if there are any unresolved audit findings relating to a past award which remain unresolved beyond the normal period or are deemed to be misconduct.

Recipient shall timely provide the Department with adequate documentation, as detailed in Article 4, substantiating that all Project Funds were used for allowable expenses. The documentation shall be reviewed by the Department to determine compliance with the necessary conditions and requirements of the Program Manual, this Award Agreement, and applicable law. The Department may require repayment of any Project Funds that were not used in accordance with such requirements.

3.5 – Initial Project Funds Advance

The Department shall advance 50% of the Project Funds for a total not to exceed \$44,809,200 to Recipient after execution of this Award Agreement.

3.6 – Monthly Project Funds Advance Payments

Recipient may also be entitled to equal monthly payments of remaining Project Funds until the Project is complete, the total amount of funds committed is paid in full, or December 31, 2026,

whichever occurs first. Recipient's duties under this Award Agreement shall continue until the Project is complete even if all Project Funds have been disbursed by the Department prior to completion of the Project. Payments may be withheld for failure to timely report all expenses that utilize Project Funds, failure to timely complete financial or performance reports, or failure to adhere to any other terms or conditions of this Award Agreement. Payments may also be reduced upon a documented finding that such Project Funds are not being used for the purpose for which the grant was awarded.

3.7 – Dedicated Account Requirement

Notwithstanding any other provision of this Award Agreement, before the release of any grant funds under the Award Agreement, Recipient shall establish a distinct bank account exclusively for the management of the Project Funds. Recipient shall maintain Project Funds disbursed pursuant to this Award Agreement in said account. Such Project Funds shall not be commingled with other funds.

3.8 – ACH Requirement

All eligible expenses must be incurred within the Period of Performance identified in Article 1. Recipient must complete and submit the State of Nebraska Form W-9 and ACH Enrollment Form prior to making any requests for payments.

Project Funds advances shall be made by electronic deposit to the account designated by Recipient on the State of Nebraska ACH Enrollment Form (or such other method as deemed appropriate by the Department) in accordance with the requirements of this Award Agreement.

ARTICLE 4: RECIPIENT REPORTING

4.1 – General Reporting Requirements

Recipient shall report to the Department and shall cooperate and confer as necessary to ensure satisfactory work. Recipient should direct all contact to its Program Manager, as previously identified in Article 1. All reports made in connection with this Award Agreement are subject to review and final approval by the Department. The Department may review and inspect Recipient's activities during the term of the Award Agreement. Additionally, after reasonable notice of at least twenty-four hours to Recipient, the Department may review any of Recipient's internal records, reports, or insurance policies. If the Department, at its sole discretion, determines that Recipient's performance is unsatisfactory or noncompliant, disbursements may be withheld, costs disallowed, the award may be suspended, or any other action deemed appropriate by the Department may be implemented.

All financial, performance, and any supplemental reports shall be submitted electronically through the Department's Grant Management System ("GMS"), AmpliFund. Financial and performance reports must be aligned and supportive of one another. Recipient's Program Manager shall provide a direct link for Recipient to utilize for reporting purposes.

All final financial and performance reports shall be submitted by Recipient within thirty days of the end of the Period of Performance, unless an extension of time is granted in writing by the Department. In the event of a termination of this Award Agreement, all final financial and performance reports shall be submitted by Recipient within thirty days of the date of termination.

Failure to provide required reports to the Department by the required due dates may result in the Department declaring Recipient to be in substantial breach of this Award Agreement, for which the Department may immediately terminate this Award Agreement and require repayment of all Project Funds disbursed to Recipient for the Project.

Recipient shall permit the Department and State of Nebraska Auditors to have access to Recipient's records and financial statements as necessary to comply with all applicable federal, state, and local laws and regulations.

4.2 – Financial Reporting

Recipient agrees to submit quarterly financial reports in the format required by the Department. Recipient shall timely submit all financial reports through the Department's GMS. Reports are due on the fifteenth day after the end of the corresponding quarter. Financial reports shall align with Recipient's proposed budget and shall be supported by appropriate documentation (payroll records, invoices, receipts, etc.). Failure to submit such required reports may cause a delay or suspension of funding or a termination of the Award Agreement.

4.3 – Performance Reporting

Recipient agrees to submit quarterly performance reports in the format required by the Department. Recipient shall timely submit all performance reports through the Department's GMS. Reports are due on the fifteenth day after the end of the corresponding quarter. Failure to submit such required reports may cause a delay or suspension of funding or a termination of the Award Agreement.

4.4 – Additional Reporting

The Department may require Recipient to submit additional financial and performance reports at intervals determined by the Department. The Department may request additional information and change the frequency of reporting at its discretion based on its assessment of Recipient's program performance. Any additional reporting under this section shall require 120 days advance notice to Recipient. Failure to submit such required reports may cause a delay or suspension of funding or a termination of the Award Agreement.

4.5 – Conflict of Interest

No employee, officer, or agent of Recipient may participate in the selection, award, or administration of a contract supported by this award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization

which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of Recipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

In the event a prohibited conflict of interest arises, Recipient must immediately inform the Department. Upon written request, exceptions may be granted by the Department on a case-by-case basis when it is determined that such an exception will serve to further the purposes of the Project.

4.6 – Disclosure, Fraud or Other Problematic Situations

Recipient shall promptly disclose in writing to the Department all violations of federal or state criminal law involving fraud, bribery, or gratuity violations potentially affecting this Award Agreement. Recipient shall promptly report to the Department if any adverse or problematic situations arise between reporting deadlines describing the nature of the problem and what is being done to address it.

ARTICLE 5: MONITORING

5.1 – Recipient Monitoring

The Department shall implement appropriate monitoring measures of Recipient’s Project activities as the Department determines necessary to ensure the funds under this Award Agreement are used for authorized purposes only and the Project goals are achieved. Monitoring requirements shall be imposed by the Department at its discretion, which may include periodic meetings and communications exchanged between the Department and Recipient, preparation of desktop reviews by Recipient for review by the Department, and Recipient site visits by the Department.

ARTICLE 6: CORRECTIVE ACTION AND SAFEGUARDS

6.1 – Corrective Action

The Department, in its sole discretion, may adjust the conditions of this Award Agreement as a corrective action for any deficiency, unsatisfactory performance, or noncompliance with the Award Agreement. The Department shall provide written notice to Recipient of any corrective action within a reasonable time after the Department learns of the deficiency, unsatisfactory performance, or Recipient’s noncompliance with the Award Agreement.

Additional Award Agreement conditions imposed as a corrective action may include, but are not limited to, the following items:

1. Disbursing Project Funds as reimbursements rather than cash advance payments;
2. Withholding payments until receipt of evidence of acceptable performance within a given performance period;
3. Requiring additional, more detailed financial reports, including but not limited to audited financial reports;
4. Requiring additional project compliance monitoring;
5. Requiring Recipient to obtain technical or management assistance;
6. Requiring Recipient to address specific internal control, documentation, financial management, performance, or compliance issues within a specified time period; and
7. Establishing additional prior approvals for expenses.

The Department may remove any additional Award Agreement conditions once the deficiencies that prompted the requirements have been satisfied.

6.2 – Safeguards

If the Department determines that Recipient materially fails to comply with any term of this Award Agreement, any amendment thereto, any state statute or regulation, any assurance, any notice of award, or any other applicable requirement, the Department, in its sole discretion and in addition to any other actions permitted by this Award Agreement, may impose safeguards including, but not limited to:

1. Withholding payments pending correction of the deficiency or more severe enforcement action by the Department;
1. Disallowing or denying use of Project Funds for all or part of the cost of the activity or action not in compliance;
2. Disallowing claims for reimbursement;
3. Requiring return or offset of previous disbursements;
4. Prohibiting Recipient from applying for or receiving additional funds for other grant programs administered by the Department until repayment to the Department is made and any other compliance or audit finding is satisfactorily resolved;
5. Reducing the total amount of Project Funds committed by the Department; or
6. Taking other remedies or appropriate actions.

The Department shall provide written notice to Recipient of any safeguard within a reasonable time after the Department learns of Recipient's noncompliance with the Award Agreement.

ARTICLE 7: TERMINATION

7.1 – Termination Due to Loss of Funds

This Award Agreement shall terminate, in whole or in part, in the event the Department suffers a loss of the funding which permitted it to fund this grant. In such an event, the Department shall provide Recipient written notice setting forth the effective date of full or partial termination.

7.2 – Mutual Termination

This Award Agreement may be terminated, in whole or in part, during the Period of Performance, when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. In the event of mutual termination, the parties must agree on the termination conditions, including effective date and the portion of the Award Agreement to be terminated.

7.3 – Termination for Cause

If the Department reasonably determines that Recipient materially fails to comply with any term of this Award Agreement, any amendment thereto, any state statute or regulation, any assurance, any notice of award, or any other applicable requirement, the Department in its sole discretion may take the following actions in addition to other corrective actions or remedies specified in this Award Agreement:

- a) **Suspension.** After notice to Recipient, suspend the Award Agreement and withhold any further payment or prohibit Recipient from incurring additional obligations of Project Funds, pending corrective action by Recipient or a decision to terminate. The recipient must be notified of the suspension in writing. At a minimum, the notice must be sent by certified mail or electronically with confirmation of receipt, must state that the Department is imposing suspension of the award, the reason why, and what the recipient can do to remedy the situation. If immediate action is not necessary to protect the State's interest, the Department should provide a minimum of 30 days' notice, informing the recipient that, unless information is received within the 30 days establishing compliance by the recipient with the requested remedial actions, the Department will proceed with the suspension of the award.
- b) **Termination.** Terminate the Award Agreement, in whole or in part, at any time before the end of the Period of Performance, whenever it is reasonably determined that Recipient has materially failed to comply with the terms and conditions of this Award Agreement. The Department shall promptly notify Recipient in writing of the intent to terminate and provide Recipient a reasonable opportunity (not less than thirty days) to cure if cure is possible. If cure cannot be or has not been made, the Department shall notify Recipient in writing of the termination and the reasons for the termination, together with the effective date. Payments made to Recipient or recoveries by the Department under this Award Agreement shall be in accord with the legal rights and liabilities of the parties. Any costs previously paid by the

Department which are subsequently determined to be unallowable through audit and closeout procedures may be recovered from present grant funds or deducted from future grants (if any).

7.4 – Obligations Incurred During Suspension or Termination

Recipient's costs resulting from obligations incurred during a suspension or after termination of this Award Agreement are not allowable unless the Department expressly authorizes them in the notice of suspension or termination or subsequently.

ARTICLE 8: OTHER CONTRACTUAL CONDITIONS

8.1 – Verification of Work Eligibility Status for New Employees

Recipient shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

In this context, "new employees" means employees hired on or after the effective date of this Award Agreement. A "federal immigration verification system" means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (8 U.S.C. 1324a), known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

This contractual obligation to verify work eligibility status for new employees physically performing services within the State of Nebraska also applies to any and all subcontractors utilized by Recipient in performing this Award Agreement. Recipient shall be responsible to the Department for enforcing this requirement with its subcontractors.

A failure by Recipient to adhere to these requirements violates the statutory requirements in Neb. Rev. Stat. § 4-114 and, as such, shall be deemed a substantial breach and grounds for termination of the Award Agreement.

8.2 – Authorization of Project Publicity, Information Sharing, and Events

Prior to announcing or referring to the grant, grant activities, or any related activities in news releases, press conferences, or other media, Recipient will inform the Department and, if requested, include an acknowledgement or reference to the funding made available for the grant or grant activities under this contract.

Recipient agrees to allow the Department to issue news releases and otherwise share information and/or make announcements about the grant or grant activities. The Department is not required to obtain any approval, written or otherwise, from Recipient prior to releasing information about the Project.

8.3 – Notification of Project Staff Changes

Recipient shall make reasonable efforts to keep the Department informed of changes in Recipient's staff that relate to the Project such as the departure of key persons. The Department shall promptly inform Recipient, in writing, of a change in Program Manager.

8.4 – Notice

Except as otherwise expressly specified herein, all notices under this Award Agreement shall be in writing and shall be deemed to have been given if delivered personally, mailed by certified U.S. Mail, postage prepaid, to the parties at their respective addresses set forth in this Award Agreement, or at such other addresses as may be specified in writing by either of the parties, or sent electronically to the email addresses specified in Article 1 or Section 8.4. All notices, requests, or communications shall be deemed effective upon personal delivery, the date email is sent to the correct address, or three calendar days following deposit in the U.S. Mail. Notices shall be sent to the following addresses:

Nebraska Department of Economic Development:	Nebraska Department of Economic Development Attn: Legal Department 245 Fallbrook Blvd, Suite 2 Lincoln, NE 68521
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Omaha Economic Development Corporation	Michael Maroney 2221 North 24th Street Omaha, Nebraska 68110 mrobinson@oedc.info
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8.5 – Force Majeure

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the Award Agreement due to a natural disaster or other similar event outside the control of and not the fault of the affected party ("Force Majeure Event"). A party so affected shall immediately give notice to the other party of the Force Majeure Event. The Department may grant full or partial relief from performance of the Award Agreement if Recipient is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon Recipient. To obtain relief based on a Force Majeure Event, Recipient must file a written request for such relief with the Department.

Labor disputes with the impacted party's own employees shall not be considered a Force Majeure Event and shall not suspend performance requirements under this Award Agreement.

8.6 – Designation of Officials and Amendments

The Director of the Department (or his or her designee) is the official authorized to execute this Award Agreement and any amendments to this Award Agreement on behalf of the Department. The individual identified in Recipient's Application shall be deemed the official

authorized to execute the Award Agreement and any amendments to this Award Agreement until and unless Recipient gives notice of a new authorized official. Such notice may be given electronically.

Recipient or the Department may request amendments to this Award Agreement. Amendments shall not be effective until mutually agreed to in writing by both parties.

8.7 – Waivers in Writing; No Assignment of Interest; Severability

No conditions or provisions of this Award Agreement can be waived without the express written agreement of the Department.

Recipient shall not assign any interest in this Award Agreement without the express written agreement of the Department; any assignments under the Award Agreement without such written approval shall be void.

If any provision under this Award Agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, the invalidity shall not affect other provisions of this Award Agreement.

8.8 – State Non-Liability/Hold Harmless

Each Party shall indemnify and hold the other harmless from any and all claims, demands, and actions based upon, or arising out of, any activities performed by the Parties, or by their associates, employees, contractors, and subcontractors under this Award Agreement.

8.9 – Relationship of the Parties

Nothing in this Award Agreement should be construed in any manner as creating or establishing the relationship of partners between the parties, nor shall either party have the right, power or authority to create any obligations or duty, express or implied, on behalf of the other party.

Any and all claims on behalf of any person arising out of employment or alleged employment (including, but not limited to, claims of discrimination) against Recipient, its officers, or its agents shall in no way be the responsibility of the Department. Recipient shall hold the Department harmless from any and all such claims.

8.10 – Permits and Licenses, Compliance with Applicable Law

Recipient shall comply with any and all laws and regulations, including any and all county or municipal ordinances, rules, regulations, and statutes established by the State of Nebraska and its respective political subdivisions, that are relevant to the performance of the scope of work set forth in this Award Agreement.

Recipient shall procure at its own expense and maintain for the duration of this Award Agreement any state, county, city, or federal license, authorization, insurance, waiver,

permit, qualification, or certification required by statute, ordinance, law, or regulation to be held by Recipient to provide the services required by this Award Agreement.

8.11 – Drug Free Workplace

Recipient certifies that it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Recipient agrees to provide a copy of its drug free workplace policy at any time upon request by the Department.

8.12 – Insurance

Recipient agrees to provide insurance coverage for real property acquired, rented, or improved with Project Funds that is, at a minimum, equivalent to the insurance Recipient provides for its other property, or agrees to ensure that such insurance coverage is provided by the owner of the real property.

8.13 – Political Activity

No portion of the Project Funds shall be used for any partisan political activity, to further the election or defeat of any candidate for public office, or to influence the approval or defeat of any ballot issue.

8.14 – Closeout

Recipient shall comply with grant closeout procedures as specified by the Department to ensure a timely closeout. The closeout of the grant provided under this Award Agreement does not affect the right of the Department or any duly authorized official of the state government to disallow costs and recover funds from Recipient on the basis of a later audit or other review. The obligation of Recipient to return any funds due as a result of an audit is not affected by closeout of this grant or termination of this Award Agreement.

8.15 – Maintenance and Access to Records

The State of Nebraska or the Department shall have the right of access to records (electronic and otherwise) of Recipient to conduct audits or other investigations. Records shall be maintained by Recipient for a period of five years after all funds have been expended or returned to the State, whichever is later.

8.16 – Laws Prohibiting Discrimination

Recipient agrees to comply with all applicable local, state, and federal statutes and regulations regarding civil rights law and equal opportunity employment. Recipient shall not discriminate against any employee or applicant for employment with respect to the employee's or applicant's hire, tenure, terms, conditions, or privileges of employment because of his or her race, color, religion, sex, disability, or national origin. Recipient further agrees to comply with all applicable provisions of the Civil Rights Act, the Rehabilitation Act, the Age Discrimination Act, and the Americans with Disabilities Act. In providing Project services or benefits, Recipient shall not discriminate on the basis of race, color, national

origin, sex (including sexual orientation and gender identity), religion, disability, age, or familial status.

8.17 – Disclaimer

The State of Nebraska expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Award Agreement or any contract or subcontract utilizing grant award funds.

The acceptance of the grant award by Recipient does not in any way establish an agency relationship between the Department and Recipient.

8.18 – False Statements

Recipient understands that making false statements or claims in connection with this grant award may be a violation of state law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in state awards or contracts, the termination of this Award Agreement, and/or any other remedy available by law.

8.19 – Acquisition of Real Property and Displacement of Persons

Acquisition of real property necessary to execute the Master Plan shall be the responsibility of Recipient. Any displacement of individuals shall comply with the Relocation Assistance Act, Neb. Rev. Stat. §§ 76-1214 to 76-1242. For purposes of the Airport Business Park Grant Program, Recipient shall be the “Displacing agency” as defined by Neb. Rev. Stat. § 76-1222 and all duties imposed upon the displacing agency by the Relocation Assistance Act shall be the sole responsibility of Recipient. Acquisitions of real property using Project Funds must be voluntary.

8.20 – Unused Project Funds

If Recipient does not use the Project Funds received on the Project, the Department may (a) require the Recipient to return such Project Funds upon a documented finding that such funds have not been used on the Project or (b) reduce any future monthly payments by the amount of such unused Project Funds paid.

8.21 – Proceeds from Lease, Sale, or Purchase of Real Property

All proceeds from the lease, sale, or purchase of any real property in the business park by Recipient shall only be used for the business park for a minimum of fifteen years after the receipt of any Project Funds.

8.22 – Community Advisory Committee Meetings

Recipient shall attend all meetings of the community advisory committee created pursuant to Section 7 of Nebraska LB 164 (2024).

8.23 – Remedies

In addition to any and all remedies set forth in this Award Agreement, the Parties shall have any and all remedies available under state law.

8.24 – Entire Agreement; Binding Effect; Counterparts; Governing Law

This instrument, along with any attachments, the approved Application, the Master Plan produced by Recipient pursuant to the Airport Business Park Planning Grant, and those items incorporated by reference, contain the entire Award Agreement between the parties.

This Award Agreement shall be binding upon, and shall inure to the benefit of, the successors, assigns, and legal representatives of the parties.

This Award Agreement, or any amendment thereof, may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement (or amendment, as the case may be).

This Award Agreement shall be governed by, construed according to the laws and regulations of, and subject to the jurisdiction of the State of Nebraska.

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

The parties acknowledge they have read and understand this Award Agreement, they agree to its provisions, and that it shall be effective on the date when both parties have signed.

<p>NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT</p> <p>DocuSigned by: <i>K.C. Belitz</i> By: _____ E9DDE87BE1FE41A... Signature of Authorized Official</p> <p>K.C. Belitz Director Department of Economic Development</p> <p>245 Fallbrook Boulevard, Suite 002 Lincoln, NE 68521</p> <p>6/24/2024 _____ Date</p>	<p>OMAHA ECONOMIC DEVELOPMENT CORPORATION</p> <p>DocuSigned by: <i>Michael Maroney</i> By: _____ DA0FA7D38F9945Z... Signature of Authorized Official</p> <p>Michael Maroney _____ Name</p> <p>President _____ Title</p> <p>2221 North 24th Street _____ Street Address</p> <p>Omaha, Ne. 68110 _____ City, State, Zip</p> <p>6/24/2024 _____ Date</p>
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Exhibit B

SCOPE OF WORK

- **12-Month Period:** Focus on landowner engagement, obtaining site options, feasibility studies, infrastructure planning, and business recruitment.
- **Key Objectives:**
 - Determine viable site(s) based on landowner willingness to sell/expansion of project boundaries.
 - Conduct conclusive feasibility studies of potential sites.
 - Address specific neighborhood concerns and impacts through community outreach. Engage with potential businesses to tailor pitches to specific site attributes.
 - Initiate necessary, legislative, zoning changes, environmental assessments, and permit applications.
- **Deliverables:**
 - Determination of viable sites.
 - Feasibility study statements.
 - Comprehensive report on findings.
 - infrastructure analysis.
 - Formal engagement with potential businesses.
 - Community outreach.

ANTICIPATED BUDGET/COSTS

- **Due Diligence:** \$900,000
 - Conduct a comprehensive site assessment.
 - Analyze zoning regulations and land use restrictions.
 - Perform environmental impact studies.
 - Review soil conditions and conduct geotechnical surveys.
 - Analyze market demand and potential tenants.
 - Assess local labor market and workforce availability.
 - Review local tax incentives and economic development programs.
 - Conduct traffic impact studies.
 - Review historical land use and potential contamination.
 - Identify necessary permits and regulatory requirements.
 - Analyze potential expansion opportunities.
 - Evaluate competition from other industrial parks in the area.

- **Property Owner/Residence Engagement: \$300,000**
 - Identify potential sellers through market research and local networking.
 - Conducted initial outreach to gauge interest in property sale options.
 - Analyzed property values and market trends in target areas.
 - Discussed flexible sale arrangements, including various options.
 - Explored potential for phased property acquisition.
 - Scheduling in-depth consultations with interested property owners
 - Initiating residential real estate due diligence processes
 - Arranging professional appraisals to determine fair market values
 - Drafting preliminary option agreements for interested parties.
 - Coordinating with legal counsel to ensure compliance with applicable law.

- **Community Engagement/Public Relations: \$100,000**
 - Retention of consultant/Community events/social media/workshops, PR campaigns

- **Infrastructure Analysis/Planning: \$500,000**
 - Conduct a comprehensive site assessment to evaluate existing infrastructure.
 - Analyze utility capacity and availability (water, sewer, electricity, gas)
 - Assess transportation networks and accessibility.
 - Evaluate environmental factors and potential impacts.
 - Estimate infrastructure upgrade costs and timeline.
 - Evaluate flood risks and drainage systems.
 - Analyze telecommunications infrastructure and connectivity.
 - Identify potential easements or rights-of-way issues.
 - Assess the capacity of local emergency services.
 - Review historical land use and potential contamination.
 - Evaluate the need for traffic impact studies.

- **Business Recruitment: \$1,650,000.00**
 - Marketing/ advertising/Recruitment consultants/

- **Regulatory/ Legal Counsel: \$150,000**

- **Land Acquisition-\$2,500,000.**
 - Secure option contracts on potential sites rather than immediate acquisition
 - Conduct thorough due diligence during the option period.
 - Present findings to the board for approval before exercising options.

- **Government Funds Consultant: \$100,000**
 - A professional to assist in identifying, applying for, and securing funding from various state/federal government programs. These consultants have extensive knowledge of the federal funding landscape, including grants, loans, and other financial assistance programs offered by federal agencies. This is to allow us to find other gap funding opportunities.

- **Contingency: \$500,000**
 - Project budget is a reserve of funds set aside to cover unexpected costs or expenses that may arise during the project.
- **Administrative Fee: \$670,000**
 - 10% of Project Funds per the contract

Total: \$7,370,000

EXHIBIT C
LETTER OF SUPPORT

January 2, 2025

Omaha Economic Development Corporation
Michael Maroney, President
2221 North 24th Street
Omaha, NE 68110

RE: Letter of Support

Dear Mr. Maroney,

Pursuant to Contract No. 24-11-271 by and between OEDC and the Nebraska Department of Economic Development (the "Department"), OEDC was awarded \$89,618,400 in grant funding ("Project Funds") to develop a business park in accordance with the statutory requirements and the Master Plan produced by OEDC. On September 10, 2024, the Department assigned Contract No. 24-11-271 to the Inland Port Authority ("Authority"). The obligation to release the Project Funds to OEDC was specifically contingent upon OEDC fulfilling specific pre-award conditions listed in Section 3.3 of Contract No. 24-11-271, which included the obligation that OEDC obtain a letter of support for the Project from the Authority.

After a thorough evaluation of the pro forma and the project proposal presented by OEDC to the Authority, on or about December 4th, the Authority has determined that OEDC may proceed with the pre-development phase of the Project. This letter shall serve as the letter of support necessary to receive Grant Fund and proceed with the Project. Furthermore, upon execution of the Amendment to Contract 24-11-271, by and between the Authority and OEDC, the Authority has determined and agrees that Pre-Award Condition number three in Section 3.3 has been satisfied.

Omaha Inland Port Authority Board of Directors

Terrell McKinney
Chairman

Omaha Inland Port Authority Operations Committee meeting:

Monday, 12/23/24 10:00 a.m., via ZOOM

Members present: Chair Thomas Warren, Ernest White, Brook Aken

Also, we invited Mark Coulter – Attorney with the Law firm Rouse Frets White Goss Gentile Rhodes, PC to join the meeting. Mr. Coulter served as Vice President and General Counsel for Port Kansas City. Mr. Coulter has proposed, through a Letter of Engagement to provide on call consultation on the governance and operational aspects of the establishment of the Omaha Inland Port Authority. The scope of services include, but are not limited to the following issues: political subdivision and economic development agency governance, stakeholder relationships, economic development project attraction, standard multi-modal industry practices and infrastructure development.

We reviewed and discussed the Request for Proposals from the Executive Search firms to assist with the recruitment and selection of the Executive Director for the Omaha Inland Port Authority. By consensus, we are recommending the hiring of MGT Impact Solutions.

MGT is a nationally respected leader in public sector management consulting and they provided a detailed work plan and timeline, with the associated fees to recruit and identify viable candidates for the position for \$39,500.00. They project a 14 week timeline from the date of project initiation to complete the search.

We discussed the proposed Agreement with OEDC and Burlington Capital, which included the partial disbursement of funds for the development of the Airport Business Park. The terms of the Agreement will serve as the basis for the Letter of Support, which is required by the Nebraska Department of Economic Development.

We discussed the potential of proposing an amendment to the legislation governing the Inland Port Authority, by extending the deadline for the expenditure of funds from the current date of 12/27.

With the support of Senator McKinney, we would amend the language to state, “encumber or obligate the funds by 12/27”.

We agreed to enter into the Lease Agreement with Metropolitan Community College to use the Mule Barn to host our Board meetings, effective February 2025. This would allow the Inland Port Authority to obtain the Certificate of Liability Insurance that is required.

Lastly, we invited Joel Pederson – JD Pederson Law Office, LLC to the Board meeting, as he has proposed through a Letter of Engagement, to provide legal assistance and advice related to the development of an Inland Port Authority.