

## AGENDA

Nebraska Environmental Trust Board  
Special Meeting  
Thursday, January 4, 2024  
1:30 PM

Nebraska Environmental Trust  
Telegraph Lofts West  
2077 N St, Suite 310, Lincoln, NE

The public may attend the meeting at either the physical address or via Zoom at <https://outdoornebraska.zoom.us/j/97127530097> or call 1-312-626-6799, Meeting ID 971 2753 0097.

1. Call to Order
  - a. Roll call
  - b. Verify Quorum
  - c. Notice of Meeting: Published Tuesday, December 26, 2023
  - d. Notification of Open Meetings Act Posting
2. Consent Agenda
  - a. Approval of November 2, 2023, Board Meeting Minutes
3. Public Comment
4. **Public Hearing on Proposed Funding List for the 2024 Grant Cycle**
5. Bidding Policy Amendment for grants
6. Proposed Travel Policy for grants
7. Basic Grant Contract updates
8. Grants Committee Report and Recommendations; Award of 2024 Grants
9. Grants Committee Recommendation for Ad Hoc Ranking and Scoring Committee
10. Directors Report
11. Next Meeting: Thursday, February 1, 2024, Telegraph Lofts West, 2077 N St, Suite 310, Lincoln, NE 68510, 1:30 p.m.
12. Adjourn

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\*\*This agenda contains a list of subjects known at the time of its distribution on December 22, 2023. A current copy is kept on file at the offices of the Nebraska Environmental Trust, 2077 N St, Suite 310, Lincoln, NE 68510. Except for items of an emergency nature, the agenda will not be altered later than 24 hours before the scheduled commencement of the meeting. Public comment may be offered on topics within the purview of the Board on any item before the Board by completing the sign-in sheet available at the meeting. The time for each speaker should not exceed 3 minutes.

**Board Development**  
**NET Board Agenda Materials**

Item #: 2.

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Object: To implement a consent agenda

Contact Person: Karl Elmshaeuser

For: ACTION

Attachment: 8 pages

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**BACKGROUND**

The consent agenda includes a list of routine, uncontroversial items that can be approved in a single motion, no discussion, and one vote.

**EXPLANATION**

A consent agenda streamlines the approval of regular and routine agenda items and allows the Board to focus on more substantive issues. For a consent agenda to work, it is essential that all members review the items prior to the meeting. Although a member may request a consent agenda item to be moved to the regular agenda for discussion during a meeting, it is best to bring issues to the attention of the Executive Director prior to the meeting. The item can be placed on the regular agenda if further discussion is needed.

**Consent Agenda Items:**

**a. November 2, 2023, Board Meeting Minutes**

Members may ask in advance of a meeting for a correction to unapproved minutes. If a correction is made, the draft minutes will be recirculated to the Board before the meeting.

**PROPOSAL**

To use a consent agenda to assist in making meetings more productive, members more engaged, and to allow more time for strategic issues requiring debate and deliberation.

Recommended motion, "I move that the Board approves the Consent Agenda."

# MINUTES

Nebraska Environmental Trust Board  
Fourth Quarter Meeting  
November 2, 2023  
1:30 p.m.

## 1. Call to Order

Vice-Chair Vinton called the fourth quarter meeting of the Nebraska Environmental Trust Board (NET) to order at 1:30 p.m. in Suite 310 at 2077 N St, Lincoln, Nebraska.

Advanced notice of the meeting and public hearing was published in the Lincoln Journal Star on October 25, 2023. The agenda and documents to be considered at the meeting were provided. The Open Meetings Act was posted near the meeting room entrance and on the Nebraska Environmental Trust (NET) website.

Roll call was conducted, and a quorum was present.

### Members Present (11):

**District I:** Mr. Jeff Kanger, Lincoln; Mr. Ted Vasko, Papillion.

**District II:** Mr. Mark Quandahl, Omaha; Mr. Felix Davidson, Valley; Mr. Roger Helgoth, Omaha.

**District III:** Mr. Josh Andersen, Edgar; Mr. Eric Hansen, North Platte.

**State Agency Representatives:** Mr. Jim Macy, Director, Nebraska Department of Environment and Energy; Mr. Tim McCoy, Director, Nebraska Game & Parks Commission; Ms. Charity Menefee, Director, Nebraska Department of Health and Human Services; Vice-Chair Sherry Vinton, Director, Nebraska Department of Agriculture.

### Members Absent (3):

**District I:** Chair James Hellbusch, Columbus.

**District III:** Mr. Rod Christen, Steinauer.

**State Agency Representative:** Mr. Tom Riley, P.E., Director, Nebraska Department of Natural Resources.

### Staff Present:

Mr. Karl Elmshaeuser, Executive Director; Ms. Holly Adams, Grants Administrator; Ms. Madison Moe, Grants Assistant; and Ms. Sandra Weaver, Administrative Specialist.

Executive Director Elmshaeuser welcomed new board members, Ted Vasko, District I; Roger Helgoth, District II; and Eric Hansen, District III.

## 2. Consent Agenda

### Background on Consent Agenda Items

The consent agenda included the August 3, 2023, Board Meeting Minutes, financial reports, approval to set financials aside for audit, the Grant Disbursement Report, Nebraska Lottery Proceeds Allocation Report, and the Grant Administration Report.

**Motion by** Mr. Quandahl, seconded by Mr. Andersen, "I move to approve the consent agenda."

**Voting Aye:** Vasko, Quandahl, Davidson, Helgoth, Andersen, Hansen, McCoy, Menefee, Macy, Kanger, Vinton

**Absent:** Christen, Hellbusch, Riley

**11 Voted Aye. Motion carried.**

## 3. Public Comment

No comment

#### 4. Board Development – Informational reviews

##### a. Conflicts of Interest and Abstentions

Neb. Rev. Stat. § 81-15,170.01, in the Nebraska Environmental Trust Act, requires board members to comply with the conflict-of-interest provisions of the Nebraska Political Accountability and Disclosure Act. Members of the Board who are state agency directors must abstain from voting on grant applications or projects that provide funding primarily to their agencies. An agency director may vote on an application or project that would provide only partial funding for their agency.

Executive Director Elmshaeuser reminded board members that a conflict of interest with a grant application or project must be disclosed per NET policy and the Nebraska Accountability and Disclosure laws. Disclosure of the conflict and potentially an abstention from voting may be advised.

##### b. 2023 Grant Metrics Tracker Annual Reports Evaluation Proposal

###### Background on Agenda Item 4.b

The Board tasked staff to find a way to determine if a grant was effective, if it was a good use of funds, and whether it provided public benefit.

Grants Assistant Moe explained how she determined a grantee's performance by reviewing annual reports and using metrics provided in grant applications. Samples of overall scoring for annual reports were provided.

Since a grant period may encompass three years, an annual report may be reviewed each year to monitor the project's progress and assist the grantee in staying on track. The review process is ongoing, and staff will continue to seek ways to improve performance monitoring.

##### c. Reimbursement payment requests

###### Background on Agenda Item 4.c

Grant reimbursement requests are reviewed and determined by staff. The Board is responsible for setting the parameters for grant awards and deciding the contract start and stop dates. Requests to move funding from one category to another (if over \$10,000) and extensions for grant projects must come before the Board.

Executive Director Elmshaeuser presented examples of reimbursement request results and answered questions from the board members.

#### 5. Public Hearing on Proposed Eligibility Recommendations for the 2024 Grant Cycle

As presiding officer, Mr. Quandahl opened the public hearing at 1:59 p.m. to accept testimony on the proposed eligibility recommendations for the 2024 Grant Cycle under consideration by the Nebraska Environmental Trust Board, pursuant to Neb. Rev. Stat. §§ 81-15,167 through 81-15,176.

##### Written Testimony

Mr. Jeff Buettner, President, Nebraska State Irrigation Association Board of Directors, concerning the proposed action to deny eligibility for application 24-115.

##### Testimony During Hearing

Mr. Ron Pickel (representative of a committee to remove carp at Johnson Lake) voiced concern about the proposed ineligibility of grant application 24-141 and outlined the goals and benefits of removing carp from the lake.

Ms. Carolina Cordova, UN-L, testified about the goals and benefits of application 24-119, “Climate Smart Agriculture: Building Capacity Among Agricultural Advisors.”

Mr. Keenan Amundsen, UN-L, testified about the purpose and goals of grant application 24-144, “Habitat Supporting Native Bee Foraging.”

Mr. Carlos Morales, Transportation and Data Manager for MAPA for the Omaha-Council Bluffs Metropolitan Area Planning Agency, testified in support of grant application 24-155, “Advancing Clean Air Through Bike/Pedestrian Counter Implementation.”

Ms. Amy Holman, Nebraska Pharmacists Association, testified about the benefits and goals of grant application 24-158, “Promoting a Healthy Nebraska: Mitigating Contamination, Ensuring Safe Disposal, and Enhancing Medication Access.”

Mr. Alex Walters, Keep Omaha Beautiful, testified about the benefits and goals of grant application 24-113, “Trees for Tomorrow: An Urban & Community Tree Planting Program.”

The public hearing concluded at 2:17 p.m.

## 6. Grants Committee Report and Recommendations for Grant Application Eligibility

### Background on Grant Application Eligibility

After the September 5, 2023, deadline for grant applications, the Executive Director reviewed them for completeness. If necessary, a technical review was conducted. The results of technical reviews were provided to the Grants Committee members through the Grants Portal. After the Grants Committee makes its recommendations to the NET Board for consideration, the NET Board may adopt or modify the Grants Committee's determination for eligibility. After the Board's final determination, eligible applications will be referred to the Grants Committee to use the project ranking and scoring system approved at the May 5, 2023, NET Board meeting.

Chairman Andersen reported that the six Grants Committee members met on October 11, 2023. The Committee determined 69 out of 80 applications to be eligible. The revised rules and regulations in Title 137 and state statutes were utilized in the eligibility review. All ineligibility issues were tied to the requirements in the statutes and regulations.

The Grants Administrator Adams reported that each applicant was notified by email whether the Grants Committee recommendation was eligible or ineligible.

**Motion by** Mr. Andersen, seconded by Mr. Davidson, “As Chairman representing the Grants Committee, I move that the Nebraska Environmental Trust Board deems the following projects to be ineligible, as recommended by the Grants Committee: 24-146, 24-149, 24-151, 24-157, 24-134, 24-159, 24-141, 24-115, 24-112, 24-178, 24-145.”

**Discussion:** Mr. Kanger asked staff to share what transpired in the grant process before receiving applications. Executive Director Elmshaeuser reported that three informational training sessions were offered to grant applicants, with 68 total participants.

In response to the written testimony submitted for application 24-115, Mr. Quandahl clarified that an applicant's integrity is not questioned when determining eligibility. The Grants Committee judges eligibility based on the statutory requirements and the rules and regulations in Title 137.

Mr. Macy suggested removing application 24-141 from the ineligibility list based on testimony so it could move forward to scoring.

**Motion as amended by Mr. Macy, seconded by Ms. Menefee, “I move to amend the motion to remove application 24-141 from the ineligible list to the eligible list for further consideration of the Board.”**

**Discussion:** None.

**Voting Aye:** Macy, Helgoth

**Voting Nay:** Quandahl, Davidson, Andersen, Hansen, McCoy, Menefee, Kanger, Vasko, Vinton

**Absent:** Christen, Hellbusch, Riley

**2 Voted Aye. 9 Voted Nay. Motion failed.**

**Further discussion of the original motion:** Mr. Quandahl clarified that although he was sympathetic to the applicant and their efforts, application 24-141 was deemed ineligible by the Grants Committee. Executive Director Elmshaeuser reported that the Grants Committee questioned whether a revision should be allowed for several applications. As a result of its discussion, the Committee determined it was best not to allow any modifications after the deadline since this would open all applications to revision.

Vice-Chair Vinton called for a vote on the original motion since the amended motion failed.

**Voting Aye:** Davidson, Helgoth, Andersen, Hansen, McCoy, Menefee, Macy, Kanger, Vasko, Quandahl, Vinton

**Absent:** Christen, Hellbusch, Riley

**11 Voted Aye. Motion carried.**

**Motion by Mr. Andersen, seconded by Mr. Kanger, "As Chairman representing the Grants Committee, I move that the Nebraska Environmental Trust Board accepts and approves the grant eligibility, as recommended by the Grants Committee, for the following projects: 24-121, 24-125, 24-152, 24-109."**

**Discussion:** None.

**Voting Aye:** Helgoth, Andersen, Hansen, Menefee, Macy, Kanger, Vasko, Quandahl, Davidson, Vinton

**Abstaining:** McCoy

**Absent:** Christen, Hellbusch, Riley

**10 Voted Aye. 1 Abstained. Motion carried.**

**Motion by Mr. Andersen, seconded by Mr. Davidson, "As Chairman representing the Grants Committee, I move that the Nebraska Environmental Trust Board accepts and approves the grant eligibility, as recommended by the Grants Committee, for the following projects: 24-167, 24-102, 24-117, 24-119, 24-129, 24-144, 24-166, 24-170, 24-172, 24-105, 24-116, 24-103, 24-108, 24-161, 24-162, 24-180, 24-133, 24-124, 24-126, 24-106, 24-110, 24-114, 24-120, 24-168, 24-154, 24-143, 24-113, 24-139, 24-160, 24-177, 24-137, 24-156, 24-153, 24-136, 24-138, 24-128, 24-122, 24-130, 24-135, 24-174, 24-158, 24-131, 24-132, 24-104, 24-163, 24-118, 24-169, 24-171, 24-155, 24-111, 24-142, 24-140, 24-147, 24-150, 24-123, 24-176, 24-175, 24-179, 24-107, 24-127, 24-148, 24-173, 24-164, 24-165, 24-101."**

**Discussion:** The reasons members should abstain from voting when a possible conflict of interest occurs were discussed.

**Voting Aye:** Andersen, McCoy, Menefee, Macy, Kanger, Vasko, Quandahl, Davidson, Helgoth, Vinton  
**Abstaining:** Hansen  
**Absent:** Christen, Hellbusch, Riley  
**10 Voted Aye. 1 Abstained. Motion carried.**

Vice-Chair Vinton thanked Mr. Andersen and the Grants Committee for their work. The next phase of the grant process for the Committee will be scoring eligible grant applications.

## 7. Transfer of property request, Milton, Grant Contract 09-134-3

### Background on Agenda Item 7

The Nebraska Title Company, representing its client, notified NET that a property with a conservation easement purchased with NET grant funds in project 09-134-3 is being sold. The Northern Prairies Land Trust holds the easement. The sale of ½ interest to Pribyl from Milton will not alter the conservation easement in place.

**Motion by** Mr. McCoy, seconded by Mr. Davidson, “I move to approve the transfer of the property in Grant 09-134-3 from Milton to Pribyl as requested and authorize the Executive Director to send a notification to the Nebraska Title Company.”

**Discussion:** The background and the conservation easement for project 09-134-3 were explained to the new members by Executive Director Elmshaeuser. The provision for the conservation easement and the easement holder remains the same regardless of who owns the property.

**Voting Aye:** Hansen, McCoy, Menefee, Macy, Kanger, Vasko, Quandahl, Davidson, Helgoth, Andersen, Vinton  
**Absent:** Christen, Hellbusch, Riley  
**11 Voted Aye. Motion carried.**

## 8. Grant Modification Requests

### a. Extension requests for grants 23-127, 20-174-3

**Motion by** Mr. Quandahl, seconded by Ms. Menefee, “I move to approve the Village of Lindsay’s request to extend project 23-127 for six months.”

**Discussion:** None.

**Voting Aye:** Hansen, McCoy, Menefee, Macy, Kanger, Vasko, Quandahl, Davidson, Helgoth, Andersen, Vinton  
**Absent:** Christen, Hellbusch, Riley  
**11 Voted Aye. Motion carried.**

**Motion by** Ms. Menefee, seconded by Mr. Davidson, “I move to approve Beyond School Bells’ request to extend project 20-174-3 for six months.”

**Discussion:** Grants Administrator Adams clarified that this was the grantee’s second request for a 6-month extension. Mr. Quandahl stated he would vote against the extension because time frames were not met, and unforeseen delays and fewer planned experiences did not appear to be adequate reasons for an extension. Mr. Kanger asked how the review process would look if the Board chose not to extend the parameters. Executive Director Elmshaeuser explained that if parameters are unmet and the grant period is over, any of the grantee’s residual funds would

return to the fund, and the funding obligation is removed. It was clarified that the inability to complete the grant project and unused funding would not penalize the grantee in a future application.

**Voting Aye:** McCoy

**Voting Nay:** Menefee, Macy, Kanger, Vasko, Quandahl, Davidson, Andersen, Hansen, Vinton

**Abstaining:** Helgoth

**Absent:** Christen, Hellbusch, Riley

**1 Voted Aye. 9 Voted Nay. 1 Abstained. Motion failed.**

**b. Budget request for grant 22-162-2**

**Motion by** Mr. Macy, seconded by Ms. Menefee, "I move to approve the City of Papillion's request to move all funds into the Construction category for project 22-162-2."

**Discussion:** It was noted that the total amount in the budget categories was going into the project, and the other budget categories may be funded from another source. Grants Administrator Adams reported that the budget categories were standardized for the 2023 projects. Moving forward, this will not be an issue since this budget would all have been categorized under contractual services.

**Voting Aye:** Menefee, Macy, Kanger, Vasko, Quandahl, Davidson, Helgoth, Hansen, McCoy, Vinton

**Voting Nay:** Andersen

**Absent:** Christen, Hellbusch, Riley

**10 Voted Aye. 1 Voted Nay. Motion carried.**

**9. Closeout Report of Grants**

Background on the Closeout Report

Once a project contract has expired, the grantee must submit a final report. NET staff reviews reports, disbursement requests, and project balances after the contract has ended. Before closing out projects in the Grants Portal, the staff creates a summary report for Board review regarding each grant's final status. Before the final status report is created for the NET Board, the executive director reviews any grant project that has breached its contract and sends a written 15-day notice. If the grantee does not comply with the notice, the grant may be revoked, disbursements may be withheld, or the grantee may be required to reimburse the grantor. The final closeout report includes summary information for revoked grants.

Grants Administrator Adams noted that the audits and 15-day notices are now important tracking items affecting grant project scoring. The grant closeout list was reviewed and discussed.

**Motion by** Mr. Davidson, seconded by Mr. Quandahl, "I move to approve the grant closeout report provided and presented by NET Staff for the closeout of the projects presented in the report."

**Discussion:** The staff and the Board were commended for their work and for undertaking proven principles to help identify the issues and improve public benefit expenditures. Ms. Vinton noted that in the past, hearing reports from grantees about the results of their grant projects was helpful. Grants Administrator Adams reported that a public database is being built to allow anyone to pull the final reports for grant projects. Mr. Kanger specified that by recognizing unused balances and facilitating creative reallocations, the new approach will help ensure strong future applications.



**Voting Aye:** Macy, Kanger, Vasko, Quandahl, Davidson, Helgoth, Andersen, Hansen, McCoy, Menefee, Vinton

**Absent:** Christen, Hellbusch, Riley

**11 Voted Aye. Motion carried.**

## 10. Finance Committee Recommendation for additional grant funding

### Background on Mid-biennium Budget Modification Request

The Nebraska Game and Parks Commission (NGPC) provides administrative support. NET collaborates with the NGPC Director and staff in developing and presenting the budget. The Nebraska Legislature will hold a legislative hearing in 2024 for budget modifications to the second year of the biennium budget. Grants are awarded based on the cash fund balance and authorized funding. An approved increase in appropriation would allow NET to fund additional grant requests.

Committee Chair Davidson reported that the Finance Committee met on October 13, 2023. The Ferguson House Cash Fund, the NET Endowment Cash Fund, recent legislation, and a proposed FY 2024-25 budget modification for additional grant funding were discussed. Mr. Davidson explained the background and purpose of the funds to the new members. LB 818, 2023, amended the language in the Nebraska Environmental Trust Act for transfers from the Nebraska Environmental Trust Fund to the Water Resources Cash Fund at the direction of the Nebraska Legislature. As requested, Executive Director Elmshaeuser communicated the full implications of LB 818 to the Board and will also email the information to the new members.

The authority to spend money in NET's cash fund and what may be added to or used from the NET Endowment Cash Fund was discussed. An increase in the state aid appropriation does not mean it has to be spent but would make it available for grant funding.

**Motion by** Mr. Quandahl, seconded by Mr. Andersen, "I move to approve the NET Board to make budget adjustments as necessary to provide the NET Board the ability to provide additional state aid in the form of grant funding in the amount of \$5,000,000 due to available NET cash funds on hand."

**Discussion:** None.

**Voting Aye:** Macy, Kanger, Vasko, Quandahl, Davidson, Helgoth, Andersen, Hansen, McCoy, Menefee, Vinton

**Absent:** Christen, Hellbusch, Riley

**11 Voted Aye. Motion carried.**

## 11. Director's Report

### a. Desk audits, in-person audits, 15-Day Notices

Title 137, Chapter 8 – Grant Administration, 014, requires the Executive Director to conduct periodic financial audits of projects to ensure proper use of grant funds and to determine compliance with these regulations and the grant contract. Executive Director Elmshaeuser provided a spreadsheet showing a breakdown of desk audits, in-person audits, and 15-day notices from June 8, 2022, through September 15, 2023. He noted that there will be a scoring matrix for past performance when the Grants Committee looks at the ten scoring questions this year. Applicants will be rewarded extra points for good behavior and detailed metrics. The goal is to provide funds to grantees who do what they say when they say they will do it.

**12. Report and Recommendation of the Executive Committee with recommendations for the Executive Director**

Mr. Quandahl requested that the Vice-Chair remove agenda item 12 indefinitely. The item was a follow-up to an action taken at the previous meeting; no further review or action is needed.

**13. Department of Administrative Services (DAS) Memorandum of Understanding (MOU) with the Nebraska Environmental Trust (NET) for the Ferguson House**

Background on Proposed Memorandum of Understanding

The Nebraska Environmental Trust (NET) terminated its property management agreement with the DAS Building Division for the Ferguson House on June 30, 2023. The cash fund for Ferguson House expenditures is assigned to NET. DAS Building Division wishes to use the Ferguson House cash fund to maintain the property as allowed in Neb. Rev. Stat. § 72-2401. A proposed MOU was drafted and reviewed by legal counsel from both agencies.

**Motion by** Mr. Davidson, seconded by Mr. McCoy, “I move that the Nebraska Environmental Trust authorizes the Executive Director to sign the Memorandum of Understanding with the Nebraska Department of Administrative Services for the purposes allowed under Neb. Rev. Stat. § 72-2401 for the Ferguson House.”

**Discussion:** The background of the Ferguson House Fund to be used by NET for Ferguson House expenditures was explained to the new members. Executive Director Elmshaeuser noted that to solve the issue permanently, the Nebraska Legislature will need to remove the Nebraska Environmental Trust Board from the language in Neb. Rev. Stat. § 72-2401.

**Voting Aye:** Kanger, Vasko, Quandahl, Davidson, Helgoth, Andersen, Hansen, McCoy, Menefee, Macy, Vinton

**Absent:** Christen, Hellbusch, Riley

**11 Voted Aye. Motion carried.**

**14. Next Meeting**

Thursday, January 4, 2023, Telegraph Lofts West, 2077 N St, Suite 310, Lincoln, Nebraska 68510, 1:30 p.m.

**15. Adjourn**

Vice-Chair Vinton adjourned the meeting at 3:47 p.m.

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Karl L. Elmshaeuser  
Executive Director

# Policy Change Revise Section VI.A

## NET Board Agenda Materials

Item #: 5

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Object: To amend NET policy Section VI: Grantee Conditions

Contact Person: Karl Elmshaeuser

For: ACTION

Attachment: none

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### BACKGROUND

NET Section VI: Grantee Conditions, A. Bidding Policy was adopted in 1997.

NET Section VI: Grantee Conditions, B. Equipment Insurance was adopted 03/25/1997, amended on 04/03/2002 and 08/22/2022.

### EXPLANATION

NET Policy Section VI: Grantee Conditions,

#### A. Bidding Policy

1. For any purchase of personal property valued at \$5,000 or more, or purchases of services valued at \$20,000 or more, a grantee is required to obtain at least 2 3 (two three) bids for equipment or services unless:

- ~~• A vendor was named in the grant application.~~
- The grantee is a government agency, program or subdivision with a different bidding policy. In this case, the grantee must submit a copy of its bidding policy to the Trust, and then may proceed according to their publicly adopted policy.

Specifications shall be drawn such that it will be possible for three or more manufacturers, vendors, or suppliers to submit competitive bids.

The grantee must accept the lowest reasonable bid when products are substantially equivalent. If the lowest bid is not accepted, the grantee must provide the rationale for accepting a higher bid.

2. Sole source purchases are used for the procurement of commodities/goods available from only one source due to the unique nature of the requirement, compatibility, its supplier, proprietary product, or market conditions. (This may also apply to the request to procure used equipment, due to the difficulty of evaluating used equipment on an item-by-item basis).

Sole source services are defined as services “of such a unique nature that the contractor selected is clearly and justifiably the only practicable source to provide the service. Determination that the contractor selected is justifiably the sole source is based on either the uniqueness of the service or the sole availability at the location required.”

## B. Equipment Insurance

A grantee is required to purchase and maintain property insurance at its own expense to insure all equipment valued at \$5,000 or more, which is purchased in whole or in part with funds received from the Trust. This insurance shall include "all risk" insurance for physical damage loss or damage, including theft, vandalism, and malicious mischief. Such insurance shall be maintained on all such equipment in an amount equal to the replacement value of the equipment for the useful life of the equipment (defined in equipment policy). The grantee shall name the Trust as beneficiary of the policy and shall assure that proof of coverage shall be kept current. The Trust will require proof of current insurance coverage each year on or about the renewal date of such policy.

## **PROPOSAL**

The State of Nebraska Procurement Manual, updated September 14, 2018, for informal bidders/suppliers, encourages Agencies to solicit bids from a minimum of three (3) bidders/supplies and provides requirements for sole source justification.

Recommended motion, "I move that the NET Grantee Conditions Bidding Policy amend the requirements for bidding for personal property, services and sole source requirements as presented."

## Policy Change New Section VI. J

### NET Board Agenda Materials

Item #: 6

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Object: To amend NET policy Section VI: Grantee Conditions and add a new section J.

Contact Person: Karl Elmshaeuser

For: ACTION

Attachment: none

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#### **BACKGROUND**

Add a new NET Section VI: Grantee Conditions, J. Travel Policy

#### **EXPLANATION**

NET Policy Section VI: Grantee Conditions,

J. Travel Policy

The Nebraska Environmental Trust (NET) has a responsibility to act as a careful steward of public funds and that those funds are used for purposes that are appropriate, cost-effective, and necessary to fulfill the core mission of the NET.

A Conference is a pre-arranged formal event with at least some of the following characteristics: designated participants, registration fee, a published substantive agenda, scheduled speakers or discussion panels on a topic, and involves expenses other than the wages of attendees. A conference may include, but is not limited to a retreat, convention, seminar, or symposium. A conference is not a routine operational meeting, mission-critical core function activity, or technical assistance/operational review site visit.

A Convention is a formal meeting of members or representatives of a profession or industry.

A Workshop is a gathering for educational and/or work purposes to concentrate on defined areas of concern. Workshops emphasize the exchange of ideas and the demonstration and application of techniques and skills.

An Event is an all-inclusive term to include a conference, meeting, training occurrence, or other similar gathering that involves expenses of the attendees, such as for travel, meals, or refreshments. It is not a routine operational meeting.

Meals and refreshments should be incidental to a conference, convention, workshop, or event.

Only recognized conferences, conventions, workshops, and events by NET will be considered for reimbursement.

FEDERAL RATE REIMBURSEMENT. Same-day meals and lodging expenses are not permitted for reimbursement. Travel must be at least two days (overnight) and the destination at least 60 miles from the workplace to be eligible for reimbursement. Reimbursement for meals and lodging for overnight travel will be reimbursed at the actual cost of said expenses, except that this reimbursement shall be capped at the Federal rate per meal for food and per day for lodging. Alcohol reimbursement is prohibited.

Mileage may be reimbursed for both same-day and overnight travel at the current standard IRS mileage rate. Travel logs are required to include the following information: starting point and destination, number of miles driven, and purpose of the trip.

Automobile rentals, airfares, and taxi/shuttle transportation will be reimbursed at the actual reasonable cost. A bank card receipt that displays only the total cost of the transportation expense is not sufficient documentation.

Grant-sponsored travel will require itemized meal receipts.

#### **PROPOSAL**

The NET Grant Contract provides that travel expenses are limited to the Federal rate for reimbursement. There have been multiple issues with grantees requesting reimbursement for same-day travel expenses, general meetings with their own staff or board, and requests for excessive travel expenses. This policy clarifies issues and is an effort to focus public funds on environmental projects and necessary travel expenses for grant projects.

Recommended motion, "I move that the NET Grantee Conditions Travel Policy be adopted as presented."

## Basic Grant Contract

### NET Board Agenda Materials

Item #: 7

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Object: To review and approve

Contact Person: Mark Quandahl, Karl Elmshaeuser

For: ACTION

Attachment: 12 pages

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#### **BACKGROUND**

The former NET Trust 22 Committee worked with the former Center for Operational Excellence staff to improve NET processes. One of the improvements was to update the contractual grant requirements. This is now part of an annual review process of the contract terms.

#### **EXPLANATION**

Nebraska Administrative Code, Title 137, Chapter 8 – Grant Administration

001 After the Board takes action to award grants to specific projects, the Executive Director shall begin notification procedures. The Executive Director shall also prepare grant documents for disbursement in accordance with this Chapter.

001.01 Grant documents shall include a notice of grant award, a disbursement schedule, standard conditions and any special conditions all of which will be included in a grant agreement to be signed by the grantee.

002 The Executive Director shall prepare standard conditions applicable to all grants and shall have discretion to negotiate specific conditions within the limits of the intent specified by the Board.

#### **PROPOSAL**

A draft of the proposed updated contract was reviewed by NET Board Member Mark Quandahl since he served on the Trust 22 Committee and was instrumental in the 2022 Grant Contract formation. The draft was then sent to the Attorney General's office for review and comment. A meeting with representatives from the Attorney General's office and the Executive Director conducted a final review and incorporate any additional required changes. The new basic grant contract is provided to the NET Board members for awareness and comment.

Recommended motion. "I move that the NET Board approves the standard conditions grant contract that is applicable to all grants and the Executive Director shall have discretion to negotiate specific conditions as allowed in Title 137, Chapter 8."

**NEBRASKA ENVIRONMENTAL TRUST GRANT CONTRACT**

**Between the  
Nebraska Environmental Trust  
and  
«Sponsor»**

**Regarding the implementation of a grant proposal**

«Project\_Name»

NET Reference Number: «App\_ID»

THIS GRANT AGREEMENT is made and entered into by and between the Nebraska Environmental Trust (NET) and «Sponsor» (Sponsor) in accordance with Neb. Rev. Stat. Sec. 85-15,168 et. seq. the Nebraska Environmental Trust Act;

WHEREAS, the Sponsor applied to the NET for grant funds to facilitate completion of «Project\_Name» («App\_ID») (the Project), pursuant to the Nebraska Environmental Trust Act, and

WHEREAS, following evaluation of the application and any attachments, the Nebraska Environmental Trust Board approved a grant of up to «Year\_1» the Sponsor, subject to available funds and appropriations.

WHEREAS, the Sponsor agrees to comply with all provisions of the Nebraska Environmental Trust Act, Neb. Rev. Stat. Section 85-15,168 et. seq., Nebraska Administrative Code Title 137, Rules and Regulations Governing Activities of the Nebraska Environmental Trust (Title 137), pertinent provisions of the Adopted Policies of the Nebraska Environmental Trust and the terms of this Agreement, and

WHEREAS, Sponsor intends to use the funds as set out in this Agreement;

NOW, THEREFORE, the parties do hereby agree to the terms and requirements of this Agreement as follows:

**I. TERM OF THE AGREEMENT**

This Agreement will begin on the date it is executed by NET and will remain in effect until all identified tasks are completed for this Project unless terminated under this Agreement, but will not remain in effect past «Project\_End\_Date» (Project End Date). The Grant Period shall be the time between the execution of this Agreement by the NET and the Project End Date. No funds will be released until the start of the Grant Period, and all prerequisites of the NET Letter of Approval have been satisfied. All required activities and services, except for submission of final reports, administration, and audit, must be completed by or before the Project End Date. The provisions of this Agreement that survive the Project End Date include items that have a greater longevity (i.e. depreciation of personal property, easements, final report).

No assignment or transfer of this Agreement or any part hereof, rights hereunder, or interest herein by the Sponsor shall be valid unless and until it is approved by the NET and made subject to reasonable terms and conditions as the NET may impose.



## II. AMOUNT OF GRANT AND BUDGET OUTLINE

The Sponsor will be awarded up to «Year\_1» (Project Costs) to accomplish the Project.

1. BUDGET OUTLINE AND DISBURSEMENT SCHEDULE. The final budget outline and disbursement schedule, whether it was submitted with the application or revised at the request of the NET is made part of this Agreement. The Sponsor is required to stay within the submitted budget categories. Any changes to the limit of a budget category requires a contract amendment. NET will not reimburse Sponsor for any expenditures that occur prior to the Grant Period.

If the project was a multi-year application, the NET Board approved funds for additional years. These additional funds are subject to the prior year's project performance and milestone completion.

- a. GENERAL ADMINISTRATIVE EXPENSES. The NET limits the amount of General Administrative Expense for a grant. Costs that are administrative in nature but are in direct support of a project activity should be charged to the project activity and not to General Administration. General Administration costs relate to administration of the grant and project file. General Administration Expenses shall mean those expenses related to overall administration, including (but not limited to) salaries, wages, employer's share of social security and Medicare taxes, workers' compensation, unemployment insurance, and employer-provided health, dental, or vision insurance premiums of Sponsor staff or others engaged in grant management, implementation, monitoring, and evaluation. General Administration Expenses shall not exceed 5% of Project Costs or \$10,000, whichever is less.

The following limits apply to reimbursements for General Administrative Expenses: wages, per employee, shall be limited to a 40-hour work week; the employer's share of social security taxes and Medicare taxes on wages shall be limited to 7.65% of gross wages; the employer's share of employer-provided health, dental, or vision insurance premiums, which shall not exceed the actual cost or up to \$5.00 per hour in total, whichever is less.

- b. REQUIRED DOCUMENTATION.
  - 1) Personnel Expenses: submit a copy of the paycheck stub or payroll record showing hourly rate and hours worked, date and location. Submit a copy of Federal Form 941 if requesting reimbursement of the employer's share of social security and Medicare taxes or other proof of taxes paid.
  - 2) Supply and Operating Expenses: submit a copy of the detailed invoice or receipt.
  - 3) Travel Expense: submit a copy of the detailed, itemized receipt for food, hotel, and public transportation expenses. Submit a log for mileage for reimbursement of business miles and purpose for the travel.

- 4) Contractual Expenses: submit a copy of the detailed invoice and image of the cancelled check or proof of payment acceptable to NET.
  - 5) Personal Property Expenses: submit a copy of the detailed invoice (listing make, model, and serial number of item) and image of the cancelled check or proof of payment acceptable to NET.
  - 6) Matching Cash: submit a detailed list of expenses and calculations used for cash match.
  - 7) Telephone: submit a copy of the detailed bill; landline telephone, cell phone services, and internet are reimbursable only if the service contract is billed to the Sponsor.
2. MATCHING FUNDS. Matching funds, as identified in the application, shall be proportionally injected into the Project as NET funded activities are drawn down. Matching funds are cash match. The NET may waive this requirement for some or all of the Project upon a written request by the Sponsor.
  3. NON-REIMBURSABLE PERSONNEL EXPENSES. The following personnel expenses will not be reimbursed with grant funds: Actual wages in excess of a 40-hour work week; health, dental, and vision insurance costs over \$5.00 per hour, limited to a 40-hour work week.

Non-reimbursable personnel costs that cannot be used as match: life insurance costs; retirement account contributions; tuition or higher education paid as an employee benefit; a payout for unused sick or vacation leave; indirect costs as a percentage of gross wages; any bonuses.

If Sponsor uses indirect costs as a cash match to the grant, the NET will not reimburse costs for office rent, utilities, phone, internet, printing, etc.

4. IN-KIND CONTRIBUTIONS. Not allowed.
5. FEDERAL RATE REIMBURSEMENT. Same-day meals and lodging expenses are not permitted for reimbursement. Travel must be at least two days (overnight) and the destination at least 60 miles from the workplace to be eligible for reimbursement. Reimbursement for meals and lodging for overnight travel will be reimbursed at the actual cost of said expenses except that this reimbursement shall be capped at the Federal rate per meal for food and per day for lodging. Alcohol reimbursement is prohibited.

Mileage may be reimbursed for both same-day and overnight travel at the current standard IRS mileage rate. Travel logs are required, which include the following information: starting point and destination, number of miles driven, and purpose of the trip.

Automobile rentals, airfares, and taxi/shuttle transportation will be reimbursed at the actual

reasonable cost. A bank card receipt that displays only the total cost of the transportation expense is not sufficient documentation.

6. REIMBURSEMENT REQUEST FORMS. To request payment of allowable expenses, the Sponsor must submit a request for payment in the manner and form prescribed by the NET. Invoices over 180 days old at the time of the reimbursement request will not be allowed. The Sponsor has 90 days from the Project End Date to submit a final reimbursement request with an invoice incurred before the Project End Date.
7. RETAINAGE. NET reserves the right to retain a portion of each requested reimbursement in an amount or percentage determined by NET.
8. UNAUTHORIZED EXPENSES. Sponsor will not be reimbursed for unauthorized expenditures, including, but not limited to:
  - (a) Recognition expenses such as prizes, plaques, awards, certificates, or trophies.
  - (b) Late fees on invoices.

### III. WORK DESCRIPTION AND SCHEDULE

This Project shall complete objectives and work items as described in the Project application, which by this reference are made part of this Agreement.

### IV. GENERAL CONDITIONS

1. REIMBURSEMENT ONLY. NET operates using a reimbursement process only. Prospective payments, advances, or early payments are prohibited. Bills which would become due and owing after the term of this Agreement or payment for memberships, services, or contracts which extend beyond the term of this Agreement are prohibited. Any funds remaining at the Project End Date will be returned or retained by NET. Funds shall be disbursed to the grantee no more than once per month in accordance with the grant agreement as per Title 137.
2. STATUTES AND REGULATIONS. The Sponsor will comply with all local, state, and federal statutes, rules, regulations, ordinances, and orders applicable to Sponsor. Sponsor shall acquire, obtain, or receive all state and Federal licenses and/or permits required by law prior to initiation of the Project. Violation of this condition will be considered a breach of this Agreement and be subject to penalties or termination as set forth in this Agreement.
3. FALSE OR MISLEADING INFORMATION. If Sponsor provides false or misleading information, or withholds material facts during the application, administration, or reporting process in any way, it will be considered a breach of this Agreement, and be subject to penalties or termination as set forth in this Agreement.
4. COMPLIANCE WITH LEGAL REQUIREMENTS. Sponsor represents that all legal requirements have been or can be met prior to allocation or disbursement of funds pursuant to Title 137.

5. NO OBLIGATION OF NET. Sponsor acknowledges that NET is not obligated to make additional grants beyond this Project, and that the award of this grant does not bind the NET, its Board, or Grants Committee to award similar grants to the Sponsor in the future.
6. INDEPENDENT CONTRACTOR. The Sponsor is and will perform this Agreement as an independent contractor, and as such will have and maintain exclusive control over all of its employees, agents, and operations. Neither the Sponsor nor any person employed by the Sponsor shall act, propose to act or be deemed the NET's agent, representative or employee.
  - a. The Sponsor assumes full and exclusive responsibility for the payment of all premiums, contributions, payroll taxes, and other taxes now or hereafter required by any law or regulation.
  - b. The Sponsor and any contractor or subcontractor will comply with all applicable laws, regulations, and orders, including but not limited to, those relating to social security, unemployment compensation, OSHA, affirmative action, equal employment opportunity, and the Americans with Disabilities Act.
  - c. The Sponsor and any contractor or subcontractor of the Sponsor is required to use the EVerify Program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a to determine the work eligibility status of newly hired employees physically performing services within the State of Nebraska.
  - d. The Sponsor, by executing this Agreement, certifies and assures that the Sponsor and any contractor or subcontractor operates a drug-free workplace as addressed in the State of Nebraska Drug-Free Workplace Policy of February 9, 2017.
  - e. The Sponsor and any contractor or subcontractor will comply with the Nebraska Fair Employment Practice Act.
7. CONFLICT OF INTEREST. The Sponsor certifies that it will not employ or utilize any individual or entity known by the Sponsor to have a conflict of interest. The Sponsor certifies that there does not now exist any relationship between the Sponsor and any person or entity which gives the appearance of a conflict of interest. Any new, undiscovered, or undisclosed conflicts of interest arising during the duration of this Agreement may be considered a breach of this Agreement and be subject to penalties or termination as set forth in this Agreement.
8. RELATED PARTIES. Transactions between the Sponsor and related parties must be disclosed to the NET if grant funds will be used for reimbursement of the transaction or the transaction will be counted towards the Sponsor's match. NET may deny reimbursement or reject as match if Sponsor:
  - 1) Fails to receive NET approval prior to incurring expense, or
  - 2) Does not include a bid from the related party as part of the grant application.
9. RECOGNITION. Sponsor agrees to recognize funding from the NET on all published materials and news releases related to its NET funded project or activities. The NET may also require that personal property partially or wholly funded with grant dollars be identified by a decal or other

means provided by the NET acknowledging the source of funding. Sponsor agrees to NET's disclosure of the Sponsor's name, project name and description.

10. PUBLICATION. All parties shall have publication and reproduction rights for all reports and materials which are produced as a result of this Agreement.
11. INSURANCE. The Sponsor must provide NET proof of coverage under an insurance policy which covers the NET's investment in personal property with a purchase value greater than \$5,000 or any real property.
12. SITE INSPECTIONS. NET staff or its designee may schedule visits during the Grant Period and, if applicable, throughout the estimated useful life of personal property, real property, easements or improvements purchased with grant funds. Sponsor will comply with requests for information and grant access for inspection of all grant funded activities to NET or its designee.
13. NET GRANT FUNDS. NET grant funds cannot be used to offset costs when bidding for services for any other grant funded activities. NET grant funds cannot be used as matching funds for another NET grant, or another grant funded in part by NET.
14. CLAWBACK. If the NET determines, at any time prior to or following expiration of this Agreement, that the Sponsor has failed to comply with the terms and conditions of this Agreement, it may terminate this Agreement and take action to recover NET contributions to the Project in addition to other penalties as set forth in this Agreement.
15. OPERATIONS. All operation, replacement, and maintenance of the Project components shall be carried out and applied in such a manner so as to accomplish the purposes of the Project as set forth in the Sponsor's application and associated materials, including any amendments thereto which have been approved by the NET, for the useful life of the Project.
16. ENGINEERING. The Sponsor will provide for and maintain competent and adequate architectural and engineering supervision and inspection at any construction site as appropriate to ensure that the completed work conforms substantially in accordance with the proposed plans and specifications, according to accepted standards and practices.
17. APPLICABILITY TO SUBGRANTEE AND CONTRACTORS. All provisions of this Agreement including but not limited to Section IV (6), will be made binding on any subgrantee or contractor of the Sponsor. The Sponsor will, nonetheless, remain fully obligated under the provisions of this Agreement. Any such subgrantee or contractor of the Sponsor must be authorized to transact business in the State of Nebraska. All subgrantees and contractors are expected to comply with all Nebraska Secretary of State and Department of Revenue registration requirements, including any registration requirements pertaining to types of business entities (e.g. sole proprietorship, partnership, foreign/domestic limited liability company, association, or foreign/domestic corporation). Construction contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration to the Sponsor for its records. Upon request of the NET, the Sponsor must submit copies of written agreements executed between the Sponsor and any subgrantees or contractors relating to the Project.

18. INTELLECTUAL PROPERTY. If the Project results in any copyrightable material or inventions, the NET and/or the State of Nebraska reserves the right to a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and/or authorize others to use the work, data collected, or materials for governmental purposes.
19. ANTI-LOBBYING. To the best of the Sponsor's knowledge and belief, no funds have been paid or will be paid, nor will any gifts be presented by or on behalf of the Sponsor to any person or business for the purpose of influencing or attempting to influence an officer, Board member or employee of the NET, any Nebraska State agency, a State Senator, or other employee of the State of Nebraska in connection with the awarding of any NET grant or the extension, continuation, renewal, amendment, or modification of any NET contract, grant, loan, or cooperative agreement.
20. SEVERABILITY. If any provision of this contract or its application to any person or circumstances is held invalid by any court of competent jurisdiction, the invalidity will not affect other provisions of this contract.
21. HOLD HARMLESS. The Sponsor agrees to hold the State of Nebraska, the NET and its Board, officers, agents, and employees harmless from any and all claims, demands, damages, leases, costs, expenses, liability, and actions based upon or arising out of any activities or services performed by the Sponsor or by its officials, officers, employees, agents, subgrantees, or associates.
22. SURVIVAL. The following terms of this Agreement shall survive expiration or termination of this Agreement: Section IV paragraphs 2-3, 9-12, 14-15, 18, 20-23, Section V paragraphs 1, 2c, and all of Section VI except paragraph 1c.
23. GOVERNING LAW, VENUE, AND MODIFICATIONS. Nebraska law shall govern the interpretation and enforcement of this Agreement. The parties acknowledge that this Agreement contains the entire agreement between them, supersedes any prior agreements and conversations, and may not be modified except by written agreement signed by all parties. The parties agree that the Nebraska District Court of Lancaster County, Nebraska is the proper venue for the resolution of any disputes regarding this Agreement.
24. DEBARMENT. The Sponsor certifies by signing this Agreement that neither the Sponsor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal or state department or agency from participating in transactions. The Sponsor shall include the above requirements in any and all subcontracts into which it enters. The Sponsor shall immediately notify the NET if, during the term of this Agreement, the Sponsor becomes debarred.
25. HISTORIC PRESERVATION. The Sponsor shall undertake at its own expense any action that may be required to determine the presence of cultural resources and to undertake any subsequent measures which may be required to ensure the preservation of such resources which may be discovered. The Sponsor agrees to comply with the provisions of Section 106 of the National Historic Preservation Act of 1966, as amended, where historic structures are determined to exist on any site where NET funds are expended.

26. THREATENED & ENDANGERED SPECIES. The Sponsor shall undertake at its own expense any action that may be required to ensure compliance with the Nongame and Endangered Species Act, Neb. Rev. Stat. Sections 37-801 et. seq.

**V. REPORTING OBLIGATIONS OF THE SPONSOR**

1. FINANCIAL REPORTS, ACCESS TO FINANCIAL RECORDS AND REQUEST FOR DISBURSEMENT. The Sponsor shall submit properly documented statements of costs for which grant funds are sought, pursuant to the terms of this Agreement, for approved grant activities in a manner and form prescribed by the NET. Proper documentation shall be considered to be copies of invoices containing the name and address of the vendor and an itemized list of services or goods with costs and the date of service or delivery. These statements and reports shall be signed by the Project representative of the Sponsor.

The NET will reimburse the Sponsor for these costs following receipt of the statements and reports specified in this section, subject to conditions contained in this section, and elsewhere in this Agreement.

The NET or its agents will have full access to and the right to examine, audit, excerpt, and/or transcribe any of the Sponsor's records pertaining to all matters covered by this Agreement. The Sponsor shall transfer records pertinent to this grant and work undertaken as part of the Project to the NET or its agents upon request.

Financial records, supporting documents and all other records pertinent to this grant shall be retained for a period of three years following notification from the NET Board that the grant has been officially closed, except the records shall be retained beyond the three-year period if audit findings have not been resolved.

2. PROJECT PROGRESS AND ACTIVITY REPORTS. The Sponsor agrees to provide periodic reports in a manner and form prescribed by the NET including a narrative description of all Project activities, participants, outcomes, variances, and deviations from the Project application according to the below schedule. Sponsor must include a statement on the continued payment of property taxes or payments in lieu of property taxes on any NET project.

a. Quarterly Reports. The Sponsor agrees to file such statements and reports according to the following schedule:

<b>PROJECT PERIOD</b>	<b>REPORT DUE DATE</b>
FROM INCEPTION THROUGH SEPTEMBER 30, 2023	<b>October 31, 2023</b>
FROM OCTOBER 1 THROUGH DECEMBER 31, 2023	<b>January 31, 2024</b>
FROM JANUARY 1, 2024, THROUGH MARCH 31, 2024	<b>April 30, 2024</b>
FROM APRIL 1 THROUGH JUNE 30, 2024	<b>July 30, 2024</b>

- b. Annual Reports. Sponsor shall submit an annual report to NET on July 31 of each year in a form and manner prescribed by NET.
- c. Final Report. A final report is due 30 days after the completion or termination of the Agreement. This report must include a summary of the activities, partners, and results of the Project from inception to completion and include all matching contributions. This final report must also include quantifying results and statistics about the Project's success.

All financial reports, requests for reimbursement, progress and activity reports are deemed filed or submitted when properly uploaded to the NET Grant Portal.

## **VI. PERSONAL PROPERTY, CONTRACTUAL SERVICES, AND REAL ESTATE PROVISIONS**

- 1. PERSONAL PROPERTY. The Sponsor will report to the NET all personal property purchased with full or partial funding in a manner and form prescribed by the NET. The Sponsor will identify by year, make, model, and serial number if available, such personal property as purchased with NET funding in the Sponsor's inventory for the useful life of the personal property. Personal property and other personal property purchased with grant funding shall be used only for the purposes of the Project.

- a. Bids. For any purchase of personal property valued at \$5,000 or more, or purchases of services valued at \$20,000 or more, the Sponsor is required to obtain at least 3 (three) bids for personal property or services, for which more than one vendor is available. Specifications shall be drawn such that it will be possible for three or more manufacturers, vendors, or suppliers to submit competitive bids.

The Sponsor must accept the lowest reasonable bid when products are substantially equivalent. If Sponsor provides adequate justification, as determined by the NET, why the lowest bid is unacceptable, the NET may approve the selection of a higher bid.

The Sponsor will provide the names of bidders to the NET at the time a request for reimbursement is submitted. Such bids shall be held in the Sponsor's files for three (3) years.

- b. Insurance. The Sponsor agrees to purchase and maintain property insurance at its own expense to insure all personal property valued at \$5,000 or more which is purchased in whole or in part with funds received from the NET. This insurance shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism, and malicious mischief. Such insurance shall be maintained on all such personal property in an amount equal to the replacement value of the personal



property for the useful life of the personal property (as defined in the Nebraska Depreciation for personal property used in business tables). The Sponsor shall name the NET beneficiary of the policy and shall assure that proof of coverage shall be kept current. Evidence of current coverage will be provided annually to the NET office by the Sponsor. Upon request for reimbursement the Sponsor will provide the NET with the policy of insurance for personal property purchased, in whole or in part, with funds received from the NET.

- c. Personal Property Usage. Personal property will be used only for Project purposes throughout its useful life. Sponsor will make effective and efficient use of the personal property during its useful life, as determined by the NET.
  - a. If personal property is used for a purpose that is not approved, or the Sponsor fails to make effective and efficient use of the personal property throughout the useful life, the NET may:
    - i. Require the Sponsor to repay all or a portion of the grant used to reimburse for the purchase of the personal property as determined by the NET,
    - ii. Decline reimbursement for other, unrelated approved expenses in an amount up to the grant funds used for personal property purchase, or
    - iii. Require the Sponsor to surrender the personal property to the NET.
      1. Sponsor must store surrendered personal property safely until the NET can arrange for the personal property to be redistributed.
      2. Sponsor must complete all paperwork required for transfer of surrendered personal property.
  - b. Personal property Maintenance. The Sponsor is responsible for all necessary and reasonable maintenance of personal property and may be held liable by the NET for any loss, damage, neglect, or unreasonable deterioration of the personal property throughout its useful life.
  - c. Personal property Liens. The NET will maintain first lien status on all redistributed personal property and personal property purchased, in whole or in part, with grant funds, unless otherwise approved by the Executive Director. Length of lien on redistributed personal property and personal property purchased with grant funds shall correspond to the useful life of the personal property.
  - d. Ownership Interest. The NET maintains an ownership interest in all personal property during its useful life. The Sponsor shall notify the NET when a piece of personal property reaches the end of its useful life. The Sponsor will gain

unrestricted ownership after the useful life period expires unless Sponsor was required to surrender the personal property.

- e. Personal Property Disposition. The Sponsor shall not sell, transfer, lease, exchange, or encumber personal property purchased with grant funds throughout its useful life without first notifying and receiving written approval from the NET. Funds realized from the sale of personal property will revert to the NET in an amount congruent with the percentage of funding provided by the NET for purchase of the personal property.
2. REAL ESTATE. Real estate includes, but is not limited to, land acquisitions, easements, or improvements. Sponsor shall provide continued access to the properties affected by this Agreement for periodic reviews and visits, annual accounting reports on NET funded Defense Funds (easements only) and proof of annual tax payments. The NET must also be notified in writing of any plans to sell, lease, transfer, exchange, mortgage, or encumber the property. The Sponsor will be required to obtain written NET approval for any such transaction and negotiate the terms of the transaction with the NET (which may include partial or whole repayment of the grant). If Sponsor receives a grant from NET for the purchase of real property and subsequently sells or otherwise transfers an ownership interest in such real property, Sponsor shall repay to NET the amount of the grant used to purchase the real property.

## **VII. TERMINATION OR AMENDMENT OF THE AGREEMENT PRIOR TO PROJECT END DATE**

The Sponsor understands and agrees that failure to comply with any of the terms of this Agreement may result in the revocation or cancellation of NET approval and funding and/or a demand for repayment of any funds previously paid to the Sponsor by the NET.

The NET may terminate the Project, in whole or in part, at any time before the expiration date of this Agreement whenever the NET determines that the Sponsor has failed to comply with the conditions herein. The Executive Director of the NET will promptly notify the Sponsor in writing of the determination and the reasons for the termination, together with the effective date as stated in Title 137.

By mutual agreement, the Project may be terminated, modified or amended. When both parties agree to terminate the Agreement, in whole or in part, the parties will agree upon the termination conditions, including the effective date, and in the case of a partial termination, the portion to be terminated. The Sponsor shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.

[Separate Signature Page follows]

**SPONSOR («Sponsor»)**

I attest that I am authorized to sign this Agreement on behalf of the Sponsor and that all representations in the application, attachments, and exhibits submitted by Sponsor in connection with this grant are true and correct.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NEBRASKA ENVIRONMENTAL TRUST**

By: \_\_\_\_\_  
NET Executive Director

Date: \_\_\_\_\_

By: \_\_\_\_\_  
NET Board Chair

Date: \_\_\_\_\_

**Grants Committee Report and Recommendations**  
**Award of 2024 Grants**  
**NET Board Agenda Materials**

Item #: 8

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**Object:** To Award Grants for the 2024 Grant Cycle

**Contact Person:** Josh Andersen, Karl Elmshaeuser

**For:** ACTION

**Attachment:** 3 pages

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**BACKGROUND**

The Grants Committee consists of six members of the NET Board. The Chairman position rotates each year by Congressional District. One member from each Congressional District and two Agency Directors are required. These members are appointed every August by the incoming Chairman of the NET Board.

At the May 4, 2023, NET Board Meeting, following a public hearing, the Board adopted a new Project Ranking System with 10 questions on the grant applications for the 2024 grant round.

The Grants Committee reviewed 80 applications for eligibility, determined 69 projects were eligible, scored eligible projects, and developed recommendations for funding.

**EXPLANATION**

The Nebraska Environmental Trust received 80 applications submitted by the September 5, 2023, deadline. The NET Grants Committee met on September 20, 2023, prior to their review of applications, to review the updated eligibility and scoring process in Title 137. The Committee met again on October 11, 2023, to develop a recommendation of eligible projects.

At the November 2, 2023, NET Board Meeting, the Board approved the Grants Committee's eligibility recommendations, moving 69 projects to scoring.

Each grant applicant was required to answer ten Project Ranking criteria questions on their application. The Grants Committee members independently reviewed the eligible applications, including the applicant's answers to each of the ten criteria, reviewed the applicable standard, then made a scoring determination on each criterion.

On December 13, 2023, the Grants Committee developed their recommendations for funding. The Committee recommends funding projects with a minimum average score of 25 or higher. Some of the projects had reduced recommended funding amounts due to limitation set on project administration expenses.

The NET Board has \$20,500,000 in funding to award to projects.

- **Rank Order Listing** – The projects are presented in rank order by rated score, including a recommendation for funding amounts. - Pages 8-1 through 8-3.

**2024 Grant Applications in Rank Order of Score**

Rating	App ID	Project Sponsor	Project Name	Term of Request	Requested Year 1	Requested Year 2	Requested Year 3	Total Amount Requested	Total Funding Recommendation
38	24-109	Northern Prairies Land Trust	Extending the Tallgrass Prairie Partnership	3	\$ 125,000	\$ 125,000	\$ 125,000	\$ 375,000	\$ 375,000
37.33	24-111	Pheasants Forever, Inc.	Habitat Share Program	2	\$ 99,000	\$ 99,000	\$ -	\$ 198,000	\$ 198,000
37.33	24-138	Lower Elkhorn Natural Resources District	Remote Telemetry Upgrades on Flow Meters for Groundwater Irrigation Management in the Lower Elkhorn NRD	3	\$ 40,826	\$ 40,827	\$ 40,827	\$ 122,480	\$ 122,480
37.17	24-123	Platte Valley Weed Management Area	Invasive Plant Species Control Along the Central Platte River	1	\$ 225,000	\$ -	\$ -	\$ 225,000	\$ 225,000
37.17	24-135	Nebraska Community Foundation for benefit of Rainwater Basin Joint Venture	Divots in the Pivots II	3	\$ 141,057	\$ 141,057	\$ 141,057	\$ 423,171	\$ 413,020
36.5	24-148	Spring Creek Prairie Audubon Center	Tallgrass Prairie Conservation and Restoration at Spring Creek Prairie and across the Denton Hills Landscape	3	\$ 137,596	\$ 174,721	\$ 152,683	\$ 465,000	\$ 465,000
36.5	24-175	Sandhills Task Force	Sandhills Prairie and Wetland Habitat Improvement Project	3	\$ 99,500	\$ 100,500	\$ 100,000	\$ 300,000	\$ 300,000
36.33	24-125	Nebraska Game and Parks Commission	Grassland Enhancement Initiative	2	\$ 250,000	\$ 250,000	\$ -	\$ 500,000	\$ 500,000
35.67	24-139	Lewis and Clark Natural Resources District	Bow Creek Watershed Project	3	\$ 150,000	\$ 50,000	\$ 50,000	\$ 250,000	\$ 250,000
35.5	24-122	Nebraska Community Foundation for benefit of Rainwater Basin Joint Venture	Rainwater Basin Watershed Restoration and Enhancement	3	\$ 80,850	\$ 80,850	\$ 80,850	\$ 242,550	\$ 241,000
35.33	24-156	Loess Canyons Rangeland Alliance	Loess Canyons Grassland Stewardship	3	\$ 160,000	\$ 160,000	\$ 160,000	\$ 480,000	\$ 480,000
35.17	24-113	Keep Omaha Beautiful	Trees for Tomorrow: An Urban & Community Tree Planting Program	3	\$ 64,415	\$ 67,245	\$ 70,520	\$ 202,180	\$ 202,180
34.67	24-142	Pheasants Forever, Inc.	Community Based Approach to Increasing Public Access on Private Lands	3	\$ 285,000	\$ 280,000	\$ 280,000	\$ 845,000	\$ 845,000
34.5	24-130	Nebraska Community Foundation for Benefit of Rainwater Basin Joint Venture	Rainwater Basin Wetland Conservation; Supporting Aquifer Recharge and Wildlife Habitat	3	\$ 362,250	\$ 362,250	\$ 362,250	\$ 1,086,750	\$ 1,045,000
33.33	24-101	Twin Valley Weed Management Area	Eastern Republican and Little Blue Watershed Improvement Project	1	\$ 210,035	\$ -	\$ -	\$ 210,035	\$ 210,035
33.17	24-162	Ducks Unlimited, Inc.	Restoring Nebraska's Riverine Systems	3	\$ 161,500	\$ 161,500	\$ 96,000	\$ 419,000	\$ 419,000
33	24-140	Pine Lake Association	Pine Lake Rehabilitation Project	1	\$ 425,000	\$ -	\$ -	\$ 425,000	\$ 425,000
32.83	24-126	Friends of Nebraska Monarchs Incorporated	Bringing Back Butterflies: Native Plant Giveaway and Public Education Fair	3	\$ 15,000	\$ 16,000	\$ 17,000	\$ 48,000	\$ 48,000
32.67	24-121	Nebraska Game and Parks Commission	Soldier Creek Habitat, Water Quality, and Access Improvement Project	1	\$ 750,000	\$ -	\$ -	\$ 750,000	\$ 750,000
32.5	24-179	Sandhills Task Force	Birdwood Creek Stream Restoration	3	\$ 11,000	\$ 785,000	\$ 13,000	\$ 809,000	\$ 809,000
32.5	24-180	Ducks Unlimited, Inc.	Rainwater Basin Public Lands Restorations	3	\$ 310,500	\$ 290,500	\$ 291,000	\$ 892,000	\$ 892,000
32.33	24-128	Nebraska Community Foundation fbo Rainwater Basin Joint Venture	Water Delivery Infrastructure for Western Rainwater Basins	3	\$ 178,500	\$ -	\$ -	\$ 178,500	\$ 178,500

**2024 Grant Applications in Rank Order of Score**

Rating	App ID	Project Sponsor	Project Name	Term of Request	Requested Year 1	Requested Year 2	Requested Year 3	Total Amount Requested	Total Funding Recommendation
32.17	24-104	Nemaha Natural Resources District	Burr-Cook Paleovalley Aquifer Sub-Area Resiliency Project	2	\$ 19,500	\$ 19,500	\$ -	\$ 39,000	\$ 37,800
32	24-103	Conservation Nebraska	Common Ground	2	\$ 110,000	\$ 110,000	\$ -	\$ 220,000	\$ 220,000
32	24-108	Corn Country NE Pheasants Forever Chapter	No-Till Drills Corn Country - York County Pheasants Forever Chapter	1	\$ 45,000	\$ -	\$ -	\$ 45,000	\$ 45,000
31.67	24-163	North Platte Natural Resources District	Windbreak Renovation Pilot Project	3	\$ 20,000	\$ 20,000	\$ 20,000	\$ 60,000	\$ 60,000
31.67	24-169	Omaha Public Power District	OPPD's Solar Corners Pilot Project	1	\$ 500,000	\$ -	\$ -	\$ 500,000	\$ 500,000
31.33	24-102	Audubon Great Plains	Solar Energy Installation & Demonstration	1	\$ 134,400	\$ -	\$ -	\$ 134,400	\$ 134,400
31.33	24-127	Southwest Weed Management	2024 -2025 Western Republican River Basin Riparian Habitat Project	1	\$ 147,839	\$ -	\$ -	\$ 147,839	\$ 147,839
31.33	24-147	Platte River Whooping Crane Maintenance Trust, Inc.	Benefiting Nebraska's Species of Conservation Concern through Multiple Land-Management Prescriptions	3	\$ 300,000	\$ -	\$ -	\$ 300,000	\$ 300,000
31.17	24-152	Nebraska Game and Parks Commission	Increasing Awareness of Nebraska's Aquatic Resources	2	\$ 15,700	\$ 15,700	\$ -	\$ 31,400	\$ 31,400
31	24-132	Nebraska Recycling Council	Recycling Equipment Grants	2	\$ 350,234	\$ 358,781	\$ -	\$ 709,015	\$ 709,015
30.5	24-173	The Nature Conservancy	Increasing Sandhills Resilience: the Future on the Fireline	3	\$ 128,658	\$ 91,954	\$ 94,391	\$ 315,003	\$ 315,003
30.33	24-174	Nebraska Community Foundation for benefit of Rainwater Basin Joint Venture	Funk Waterfowl Production Area Restoration	2	\$ 122,325	\$ 148,575	\$ -	\$ 270,900	\$ 268,000
30.33	24-107	South Central Economic Development District, Inc.	Small Towns Achieving Recovery & Resiliency (STARR) through Waste Management	2	\$ 164,290	\$ 233,710	\$ -	\$ 398,000	\$ 398,000
30.17	24-158	Nebraska Pharmacists Association	Promoting a Healthy Nebraska: Mitigating Contamination, Ensuring Safe Disposal, and Enhancing Medication Access	3	\$ 400,000	\$ 400,000	\$ 400,000	\$ 1,200,000	\$ 1,200,000
29.67	24-133	FarWide Conservation Trust	Ninemile Creek Restoration	1	\$ 214,470	\$ -	\$ -	\$ 214,470	\$ 214,470
29.17	24-124	Friends of Heron Haven, Inc	Educational Program and Wetland Habitat Enhancements	3	\$ 41,350	\$ 29,350	\$ 25,850	\$ 96,550	\$ 96,550
29	24-131	Nebraska Recycling Council	Durable Medical Equipment Rehome & Collection Events	1	\$ 54,579	\$ -	\$ -	\$ 54,579	\$ 54,579
28.67	24-167	Arbor Day Farm / Arbor Day Foundation	Arbor Day Farm Trail Charge Oasis	3	\$ 331,358	\$ 332,292	\$ 208,806	\$ 872,456	\$ 872,456
28.5	24-105	City of Ralston	Ralston Creek Improvements	3	\$ 75,000	\$ 175,000	\$ 50,000	\$ 300,000	\$ 300,000
28.5	24-106	Grand Island Area Clean Community System	Established Regional Household Hazardous Waste Facility	2	\$ 176,009	\$ 177,217	\$ -	\$ 353,226	\$ 353,226
28.33	24-168	Iowa Tribe of Kansas and Nebraska	Tribal National Park at Rulo Bluffs	2	\$ 279,704	\$ 17,500	\$ -	\$ 297,204	\$ 297,204
28.17	24-143	KEEP KEITH COUNTY BEAUTIFUL	Waste Management & Environmental Education in Western Nebraska	1	\$ 108,315	\$ -	\$ -	\$ 108,315	\$ 90,219
28.17	24-136	Lower Elkhorn Natural Resources District	Groundwater Monitoring for Public Health	3	\$ 65,534	\$ 65,534	\$ 65,534	\$ 196,602	\$ 196,602
27.83	24-160	Lexington Community Foundation	Johnson Lake Community Playground Water Station	1	\$ 20,000	\$ -	\$ -	\$ 20,000	\$ 20,000
27.17	24-153	Loup Central Landfill Association	2023 Metal Recycling Facility	1	\$ 3,635,220	\$ -	\$ -	\$ 3,635,220	\$ 3,635,220
27	24-116	City of South Sioux City	Nebraska's First Plastic Road	1	\$ 492,407	\$ -	\$ -	\$ 492,407	\$ 492,407

**2024 Grant Applications in Rank Order of Score**

Rating	App ID	Project Sponsor	Project Name	Term of Request	Requested Year 1	Requested Year 2	Requested Year 3	Total Amount Requested	Total Funding Recommendation	
27	24-129	Board of Regents of the University of Nebraska for the University of Nebraska-Lincoln	Tires to Trail: Evaluation of Porous Asphalt with Recycled Tire Rubber in Nebraska Trails	3	\$ 30,271	\$ 31,516	\$ 26,754	\$ 88,541	\$ 88,541	\$ 20,471,146.00
26.67	24-118	Northeast Nebraska Resource Conservation & Development Inc.	Household Hazardous Waste Collections	2	\$ 20,000	\$ 20,000	\$ -	\$ 40,000	\$ -	
26.67	24-161	Darrell Beck- Edgar Vol. Fire Dept.	South Central Mutual Aid Group - Micro-Blaze Out Foam	1	\$ 33,000	\$ -	\$ -	\$ 33,000	\$ -	
26.5	24-150	Platte River Whooping Crane Maintenance Trust, Inc.	Enhancement of Field Equipment for the Continued Benefit of Nebraska's Species of Conservation Concern	1	\$ 87,500	\$ -	\$ -	\$ 87,500	\$ -	
25.67	24-176	Rocky Mountain Bird Observatory dba Bird Conservancy of the Rockies	Monitoring Migratory Songbird Habitat Use in the Panhandle	2	\$ 27,633	\$ 28,391	\$ -	\$ 56,024	\$ -	
25.5	24-110	Green Recycling Enterprises, LLC DBA Second Nature	Recycling on the Go!	2	\$ 125,000	\$ 125,000	\$ -	\$ 250,000	\$ -	
25.33	24-120	Heritage Elementary PTO	Heritage Elementary Outdoor Classroom	3	\$ 17,500	\$ 31,500	\$ 24,000	\$ 73,000	\$ -	
24.33	24-154	Keep Alliance Beautiful	2024/2025 Recycling Center Operations and Education Program	1	\$ 75,848.00	\$ -	\$ -	\$ 75,848.00	\$ -	
21.83	24-170	Board of Regents of the University of Nebraska for the University of Nebraska-Lincoln	Advancing Environmental Stewardship Education Using Aerial and Satellite Imagery	3	\$ 72,688.00	\$ 40,914.00	\$ 48,829.00	\$ 162,431.00	\$ -	
21.17	24-119	Board of Regents of the University of Nebraska for the University of Nebraska-Lincoln	Climate Smart Agriculture: Building capacity among agricultural advisors	3	\$ 114,878.00	\$ 73,921.00	\$ 32,725.00	\$ 221,524.00	\$ -	
21.17	24-137	Lincoln Public Schools	Outdoor Teaching and Learning Program	3	\$ 65,500.00	\$ 65,500.00	\$ 65,500.00	\$ 196,500.00	\$ -	
19.83	24-166	Board of Regents of the University of Nebraska for the University of Nebraska-Lincoln	Vadose zone water and nitrogen movement under different crop management practices in west central Nebraska	3	\$ 204,753.00	\$ 137,184.00	\$ 156,249.00	\$ 498,186.00	\$ -	
19.33	24-177	Lincoln - Solid Waste Management Division	The Biochar Initiative	1	\$ 1,103,274.00	\$ -	\$ -	\$ 1,103,274.00	\$ -	
18.5	24-155	Omaha-Council Bluffs Metropolitan Area Planning Agency	Advancing Clean Air Through Bike/Pedestrian Counter Implementation	3	\$ 14,070.00	\$ 14,070.00	\$ 14,070.00	\$ 42,210.00	\$ -	
18.5	24-172	Buffalo County Historical Society/Trails & Rails Museum	Environmental Traveling Exhibits	3	\$ 13,375.00	\$ 17,700.00	\$ 7,200.00	\$ 38,275.00	\$ -	
17.33	24-171	Omaha Public Schools	EV Charging Stations	3	\$ 310,790.00	\$ 310,790.00	\$ 310,790.00	\$ 932,370.00	\$ -	
15.33	24-117	Board of Regents of the University of Nebraska for the University of Nebraska-Lincoln	Roof Collected Rainwater Study for Drinking Water	2	\$ 75,131.00	\$ 24,858.00	\$ -	\$ 99,989.00	\$ -	
13	24-114	Heartland Bike Share	Bike Share Updates	1	\$ 719,187.00	\$ -	\$ -	\$ 719,187.00	\$ -	
13	24-144	Board of Regents of the University of Nebraska for the University of Nebraska-Lincoln	Habitat Supporting Native Bee Foraging	2	\$ 24,790.00	\$ 25,533.00	\$ -	\$ 50,323.00	\$ -	
Withdrawn	24-165	Trailblazer RC&D	Electronics Recycling Events	1	\$ 45,950	\$ -	\$ -	\$ 45,950	\$ -	
Withdrawn	24-164	Trailblazer RC&D	Household Hazardous Waste Collection and Recycling Events	1	\$ 45,950	\$ -	\$ -	\$ 45,950	\$ -	

## Special Ad Hoc Committee

### NET Board Agenda Materials

Item #: 9

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Object: To establish a Special Ad Hoc Ranking & Scoring Committee

Contact Person: Josh Andersen, Karl Elmshaeuser

For: Action

Attachments: none

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#### **BACKGROUND**

Nebraska State Statute

81-15,173.

Board; powers and duties.

The board shall have and may exercise the following powers and duties:

(2) Keep records, conduct hearings, and adopt and promulgate rules and regulations to carry out its duties and implement the Nebraska Environmental Trust Act;

(7) Establish ad hoc advisory boards and subcommittees;

#### **EXPLANATION**

The 2024 Grant application cycle utilized a 10-question, 5 points each, scoring evaluation. The questions were based on the requirements of Nebraska Revised Statutes and Title 137. A required public hearing was conducted on May 4, 2023, and incorporated the new requirements of Title 137. It was approved by the NET Board at that meeting.

The Grants Committee passed a motion on December 13, 2023, to recommend to the NET Chairman and Board to form an Ad Hoc Committee to provide additional input into the ranking and scoring process for the next grant application cycle in 2025. The recommendation of the persons on the committee is due to their experience on the Trust 22, Title 137, and Grants Committees. Any recommendations will require a public hearing and approval of the NET Board.

#### **PROPOSAL**

Recommended motion, "I move that the NET Board establish an Ad Hoc Committee as allowed in Neb. Rev. Stat. § 81-15,173(7) to assist the Executive Director in developing a ranking system as described in Title 137 Chapter 6, to meet the requirements of Neb. Rev. Stat. § 81-15,175(2) and to be completed by March 29, 2024. There should be three members on the committee from each of the Congressional Districts: Jeff Kanger-District 1, Mark Quandahl-District 2, and Josh Andersen-District 3. The Committee is in place until June 30, 2024, or until the NET Board dissolves the committee, or whichever comes first."