



AGENDA FOR THE REGULAR MEETING OF
THE MAYOR AND CITY COUNCIL OF THE
CITY OF AUBURN, NEMAHA COUNTY,
NEBRASKA, TO BE HELD AT 7:00 P.M.
August 8, 2022

Pledge of Allegiance

Call to Order

This is an open meeting of the Auburn City Council. The City of Auburn abides by the Open Meetings Act in conducting business. A copy of the Open Meetings Act is displayed in these City Council Chambers as required by state law.

The City Council may vote to go into **Closed Session** on any agenda item as allowed by state law.

Invocation

The Council may make and enforce reasonable rules and regulations regarding the conduct of persons attending its meetings and regarding their privilege to speak. The City Council is not required to allow citizens to speak at each meeting but may not forbid public participation at all meetings. Any member of the Public addressing the Council at this meeting shall provide her/his name and address unless waived pursuant to Nebraska Law.

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

Individuals who have appropriate items for City Council consideration should complete the Request for Future Agenda Items form located at the Information table. If the issue can be handled administratively without Council action, notification will be provided. If the item is scheduled for a meeting, notification of the date will be given.

B – RESERVE TIME TO SPEAK ON AGENDA ITEMS

This is an opportunity for individuals wishing to provide input on any of tonight's agenda items to reserve time to speak. Please come forward, state your name and address, and the Agenda topic on which you will be speaking.

C – PRESENTATIONS and PROCLAMATIONS

None for this meeting.

The Consent Agenda shall be presented by the Mayor or City Clerk at the beginning of Council session. Items within the Consent Agenda may be removed by the request of any one Councilmember. Items not removed from the Consent Agenda may be adopted by general consent without further discussion or debate. Removed items may be taken up either immediately after the Consent Agenda or placed later within the Agenda at the discretion of the Council.

D – CONSENT AGENDA

- D – 1 Approving Minutes of July 11, 2022 and July 25, 2022 meetings.
- D – 2 Approval of City Financial Report.

D – CONSENT AGENDA (cont'd)

- D – 3 Request for attendance at meetings and/or conferences.
 - a. 2022 Annual League Conference (Sept 14-16)
 - D – 4 Appointment(s):
 - a. Youth City Recreation Committee
 - b. CRA (Darren Wright)
 - c. Planning Commission
 - D – 5 SENDD – Request for Membership for FY 2023
 - D – 6 SENDD – Request for Housing Dues FY 2023
-

E – PAYMENT OF CLAIMS

- E – 1 Approving Payment of Claims
-

F – PUBLIC HEARINGS

None for this meeting

G – ORDINANCES

None for this meeting.

H – RESOLUTIONS

- H – 1 Res No. 09-22: Consideration Resolution for Municipal Certification of Program Compliance 2022 for Nebraska Public Roads Classification & Standards.
-

I – REPORTS & RECOMMENDATIONS

- I – 1 From Dept. Heads/Boards
 - a. Street Department
 - b. Fire Department
 - c. Library
 - d. Treasurer
 - e. Airport Report
 - f. Board of Health
 - I – 2 From Committees
 - a. Street Committee
 - b. Keep Auburn Beautiful
 - c. Economic Development
 - d. Safety Committee
 - e. Building Committee
 - f. Legislative
 - g. Parks and Pool Committee
 - h. Housing
 - i. Other Committees & Reports
-

J – MOTIONS, REQUESTS AND REFERRALS

- J – 1 Motion to contribute one-half of cost of asbestos inspection for removal of nuisance structure at 2321 O St.
- J – 2 Motion/Request by the Nemaha County Leadership seeking approval of sign location presenting their class project of “The Auburn Journey.”
- J – 3 Motion for consideration of approval of Lease Agreement for Peru Water Line.

MOTION TO ADJOURN

City Council Proceedings
July 11, 2022

The Mayor and Council of the City of Auburn, Nemaha County, Nebraska, were called to meet at the City Hall at 1101 "J" Street on July 11, 2022, at 7:00 o'clock P.M. in Regular Meeting, open to the general public. Advance notice of said Regular Meeting, the designated method of giving notice, including the agenda for said meeting, or the availability thereof having been posted at the west door of the City Hall, at the east door of the Nemaha County Courthouse, and in the Auburn State Bank, and having been transmitted to all members of the City Council, all done on or before July 8, 2022. Mayor Dan White presided over the meeting and the City Clerk recorded the proceedings.

The meeting was called to order by Mayor Dan White. Upon calling the roll, the following members of the City Council were present: Katy Billings, Tom Clark, Janssen, and Jeanneret. Absent: Shawn Clark and Chris Erickson.

Mayor White announced that the City of Auburn abides by the Open Meetings Act in conducting business and that a copy of the Open Meetings Act is displayed at the City Council Chambers (posted on the North wall of the City Council Chambers by the entrance door) as required by law.

It was noted that with regards to Agenda Item C – Presentations and Proclamations, there are none.

Agenda Item D – Consent Agenda

- D – 1 Approving Minutes of June 13, 2022, meeting
- D – 2 Approval of City Financial Report
- D – 3 Request for attendance at meetings and/or conferences (There were no requests).
- D – 4 Appointment(s): Library Board Appt./Reappt. – Leslie Clark;
Planning Commission Appt./Reappt. – Tony Johnson
- D – 5 American Legion Post 23 – consideration of approval of management change – Kenneth Holmes

The Consent Agenda was presented. Council Member Billings moved to approve the Consent Agenda. The motion was seconded by Council Member Janssen. Upon roll call vote: 4 yeas, 0 nays, and 2 absent. The following Council Members voted "YEA": Tom Clark, Janssen, Jeanneret, and Billings. The following voted "NAY": No one. Motion: Carried.

Agenda Item E – Payment of Claims. The following June claims were presented for ratification: BCom Solutions, Se-980.00; Black Hills Energy, Ut-3,042.92; Charter Communications, Se-604.71; City of Auburn, CRA West Waterline Reim-17,689.88; Donna Jeanneret, Local Housing Rehab Program-10,000.00; Orscheln, CRA TIF-20,811.79; Patsy Bohling, Local Housing Rehab Program-1,691.70; Auburn Region V Services, Se-755.00; Ross Eickhoff, Local New Construction Housing Program-5,000.00; Vicki Erisman, Local Housing Rehab Program, 4,194.00; Windstream, Se-16.22; June Payroll-74,369.56; FICA City Match-5,596.25; Pension City Match-1,546.40; PayChex Payroll Se-310.55; PayChex FSA Se-97.50; Mid-American Benefits, Medical Claims-644.09. The following July claims were presented for ratification: Airstream Heating and Cooling, Se-Su-816.97; AKRS, Su-279.99; Amazon, Bk-AV-960.33; American Lawncare Inc. Se-1,400.00; Aqua-Chem, Su-2,351.50; Auburn Auto Center, Se-Su-228.90; Auburn Design Shop, Su-Se-28.00; Auburn Memorial Library Petty Cash, Su-75.03; Auburn Newspapers, Se-850.35; Auburn Plumbing, Htg. & AC, Se-140.63; Baker & Taylor, Bk-AV-599.76; Beard's Salvage, Su-63.40; Blue Rivers AAA, Support Se-1,500.00; Blue Valley Door Co., Doors-10,726.00; Bulldog Auto Supply, Su-596.94; Chesterman Co., Su-170.32; Chris Jobe, Se-2,479.30; Crystal Dunekacke, Reim-560.84; Diamond Vogel, Su-485.10; Eakes Office Solutions, Su-2,090.87; Glenn's Corner Market, Su-111.05; Liv Swanson, Reim-45.00; Lynch's Hardware & Gifts, Su-289.09; Meadow Rightsell, Reim-75.00; Mellage Truck & Tractor, Se-Su-592.80; Menards, Su-386.42; Meyer Laboratory, Su-358.30; Michael Todd & Co., Su-441.50; Microfilm Imaging Systems Inc., Equip-Rent-138.00; NE Library Commission, Sub-1,168.70; NE Salt & Grain Co., Su-1,925.62; Needles Upholstery, Se-100.02; Nemaha County Sheriff, Se-46.00; Novelty Inc., Su-429.23; Overdrive Inc., Bk-AV-294.00; Petty Cash, Reim-Su-345.57; Raymond's Electric, Se-1,323.35; Ricoh USA Inc., Su-64.70; Sack Lumber Co., Su-372.72; Yolanda Kerr, Se-500.00.

July 11, 2022

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Abbreviations for this legal: AV-Audio Visual; Bk-Book; CDBG-Community Development Block Grant; Contrib-Contribution; CRA Community Redevelopment Authority; DTR-Downtown Revitalization; ED-Economic Development Investment; Equip-Equipment; Ex-Expense; Fe-Fee; FSA-Flexible Spending Acct.; Ins-Insurance; Inspect-Inspection; Int-Interest; Lic-License; Maint-Maintenance; Mem-Membership; Pen-Pension; Per-Periodical; Re-Repairs; Ref-Reference Materials; Reg-Registration; Reim-Reimbursement; Se-Service; Su-Supplies, Materials & Parts; Sub-Subscription; TIF-Tax Increment Financing; Ut-Utilities; Wh-Withholding.

Council Member Billings moved to approve the claims presented which have not been previously approved by motion or resolution and ratify the ordinary and necessary expenses allowed in accordance with Resolution No. 7-11 that was approved February 28, 2011. The motion was seconded by Council Member Jeanneret. Upon roll call vote: 4 yeas, 0 nays, and 2 absent. The following Council Members voted "YEA": Tom Clark; Janssen, Jeanneret, and Billings. The following voted "NAY": No one. Motion: Carried.

Mayor White opened the Public hearing for comments related to public consideration of request for Hobbyist Permit by tenant, Braxton Sutton, at residential real estate located at 1213 21st Street owned by Broderick Hauder. The Mayor asked if Braxton Sutton was in attendance to make comment (he was not present). Discussion was held. After allowing time for public comment, the public hearing was closed.

It was noted that with regards to Agenda Item G – Ordinances, there are no ordinances to be considered.

Discussion was held regarding proposed Resolution No. 08-22: Council consideration of Hobbyist Permit request by tenant, Braxton Sutton at residential real estate located at 1213 21st Street. Council Member Billings moved to approve a hobbyist permit for 60 days by the passage and adoption of Resolution No. 08-22. The motion was not seconded. Motion: Failed.

Written reports and recommendations from Dept. Heads/Boards were provided. A written financial report was provided by the Auburn Community Redevelopment Authority and a written report on law enforcement activity within the City of Auburn for June 2022 was also reported.

There was no information provided and no one from the Nemaha County Leadership was in attendance at this meeting to present their class project of "The Auburn Journey". No action was taken.

No action was taken on consideration of local housing rehab application(s).

There being no further business to come before the Mayor and Council, Council Member Billings moved for adjournment. The motion was seconded by Council Member Jeanneret. Upon roll call vote: 4 yeas, 0 nays, and 2 absent. The following Council Members voted "YEA": Janssen, Jeanneret, Billings, and Tom Clark. The following voted "NAY": No one. Motion: Carried.

Mayor White declared the meeting adjourned.

Sherry Heskett
City Clerk

Dan White
Mayor

A complete copy of the minutes is available for inspection at city hall.

AGENDA ITEM
NO

D - 1

Auburn, Nebraska
July 11, 2022

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The meeting was called to order by Mayor Dan White. Upon calling the roll, the following members of the City Council were present: Katy Billings, Tom Clark, Janssen, and Jeanneret. Absent: Shawn Clark and Chris Erickson.

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Mayor White declared the meeting adjourned.

Dan White, Mayor

ATTEST:

Sherry Heskett, City Clerk

STATE OF NEBRASKA)
COUNTY OF NEMAHA) ss.
CITY OF AUBURN)

I, the undersigned City Clerk for the City of Auburn, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on July 11, 2022; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting kept continually current and readily available for public inspection at the office of the City Clerk; that such agenda items were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of the meeting and the subjects to be discussed at said meeting; and that a current copy of the Nebraska Open Meetings Act is posted on the North wall of the City Council Chambers at the entrance door.

Sherry Heskett, City Clerk

City Council Proceedings
July 25, 2022

The Mayor and Council of the City of Auburn, Nemaha County, Nebraska, were called to meet at the City Hall at 1101 "J" Street on July 25, 2022, at 6:00 o'clock P.M., in Special Meeting for the purpose of joining with the City of Auburn's Community Redevelopment Authority (CRA) for a special public meeting to learn more about tax increment financing. Advance notice of said meeting, the designated method of giving notice, including the agenda for said meeting, or the availability thereof having been posted at the west door of the City Hall, at the east door of the Nemaha County Courthouse, and in the Auburn State Bank, and having been transmitted to all members of the City Council, all done on or before July 22, 2022. The City of Auburn abides by the Open Meetings Act and a copy of the Open Meetings Act is displayed at the City Council Chambers (posted on the North wall of the City Council Chambers by the entrance door) as required by law. Upon calling the roll, the following members of the City Council were present: Katy Billings, Tom Clark, Chris Erickson, Rick Janssen, and Jeff Jeanneret. Absent: Shawn Clark.

Michael Sands (attorney with Baird Holm LLP) provided an informative presentation on tax increment financing and answered questions.

There being no action to take, Council Member Erickson moved for adjournment. The motion was seconded by Council Member Jeanneret. Upon roll call vote on adjournment: 5 yeas, 0 nays, and 1 absent. The following Council Members voted "YEA": Tom Clark, Erickson, Janssen, Jeanneret, and Billings. The following voted "NAY": No one. Motion: Carried. The meeting was declared adjourned.

Sherry Heskett
City Clerk

Dan White
Mayor

A complete copy of the minutes is available for inspection at city hall.

The Mayor and Council of the City of Auburn, Nemaha County, Nebraska, were called to meet at the City Hall at 1101 "J" Street on July 25, 2022, at 6:00 o'clock P.M., in Special Meeting for the purpose of joining with the City of Auburn's Community Redevelopment Authority (CRA) for a special public meeting to learn more about tax increment financing. Advance notice of said meeting, the designated method of giving notice, including the agenda for said meeting, or the availability thereof having been posted at the west door of the City Hall, at the east door of the Nemaha County Courthouse, and in the Auburn State Bank, and having been transmitted to all members of the City Council, all done on or before July 22, 2022. The City of Auburn abides by the Open Meetings Act and a copy of the Open Meetings Act is displayed at the City Council Chambers (posted on the North wall of the City Council Chambers by the entrance door) as required by law. Upon calling the roll, the following members of the City Council were present: Katy Billings, Tom Clark, Chris Erickson, Rick Janssen, and Jeff Jeanneret. Absent: Shawn Clark.

Michael Sands (attorney with Baird Holm LLP) provided an informative presentation on tax increment financing and answered questions.

There being no action to take, Council Member Erickson moved for adjournment. The motion was seconded by Council Member Jeanneret. Upon roll call vote on adjournment: 5 yeas, 0 nays, and 1 absent. The following Council Members voted "YEA": Tom Clark, Erickson, Janssen, Jeanneret, and Billings. The following voted "NAY": No one. Motion: Carried. The meeting was declared adjourned.

Dan White, Mayor

ATTEST:

Sherry Heskett, City Clerk

STATE OF NEBRASKA)
COUNTY OF NEMAHA) ss.
CITY OF AUBURN)

I, the undersigned City Clerk for the City of Auburn, Nebraska, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Mayor and Council on July 25, 2022; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting kept continually current and readily available for public inspection at the office of the City Clerk; that such agenda items were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting; that such subjects were contained in said agenda for at least twenty-fours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of the meeting and the subjects to be discussed at said meeting; and that a current copy of the Nebraska Open Meetings Act is posted on the North wall of the City Council Chambers at the entrance door.

Sherry Heskett, City Clerk

TREASURER'S REPORT
CALENDAR 7/2022, FISCAL 10/2021

AGENDA ITEM
NO D-2

ACCOUNT TITLE	LAST REPORT ON HAND	RECEIVED	DISBURSED	BALANCE
GENERAL CHECKING	2,167,992.67	91,606.55	162,103.87	2,097,495.35
AM RESCUE ACT FUND CHECKING	294,153.63			294,153.63
STREET CHECKING	557,452.61	53,461.03	44,790.61	566,123.03
STREET BOND/WARRANT CHECKING	20,238.48			20,238.48
TOTAL CHECKING:	3,039,837.39	145,067.58	206,894.48	2,978,010.49
TOTAL FIRE DEPT SINKING	100,292.12	.00	.00	100,292.12
TOTAL KENO RESERVE MMA:	34,979.15	229.45	.00	35,208.60
TOTOL KENO CHECKING	27,851.35	361.76	269.00	27,944.11
TOTAL CDBG CHECKING	7,060.95	16,665.12	16,665.12	7,060.95
TOTAL CDBG DTR REUSE	100,617.34	1,052.54	11,310.16	90,359.72
TOTAL CDBG HD SAVINGS:	6,639.01	283.46	.00	6,922.47
TOTAL CRA CHECKING	837,615.15	5,761.14	.00	843,376.29
TOTAL CITY REC CHECKING	44,976.12	.00	.00	44,976.12
GENERAL CD	101,104.08			101,104.08
TOTAL C.D.'S:	101,104.08	.00	.00	101,104.08
TOTAL CASH ON HAND:	4,300,972.66	169,421.05	235,138.76	4,235,254.95



2022 ANNUAL CONFERENCE

**With Opportunities,
Good People Do Great Things**



**SEPTEMBER 14-16, 2022
CORNHUSKER MARRIOTT HOTEL
LINCOLN, NEBRASKA**

**Paul Lambert
League President
Mayor, Plattsmouth**



AGENDA ITEM
NO



D-5, D-6



MEMBERSHIP PACKET

2022/23





The Southeast Nebraska Development District (SEND) Board and staff would like to thank you for your continued support. SEND is your regional community and economic development organization, and we strive to improve services and programs.

In the last three annual membership letters, I have written about some sort of calamity impacting our region or the nation, saying that next year things will be better, well... The pandemic-related supply chain issues and global inflation are the latest catastrophes. In spite of these challenges, our 16-county region has weathered the storm. SEND staff have spent more time listening to community leaders and learning how we can better serve you. We attended city council, village board, public, and county meetings (virtually) across southeast Nebraska. As a result, **the agency was able to leverage \$4.5 million in local funds to successfully capture \$29.4 million in state and federal funds.** These dollars improved 118 homes, offered low-interest financing for four workforce housing units, assisted 10 communities with public works and downtown improvements, and created jobs. This does not include the recently funded \$1 million U.S. Economic Development Administration (EDA) revolving loan fund (RLF) that will be used to support small, local businesses. As an aside, the RLF was funded in January 2022 and immediately benefited a start-up restaurant in Seward.

The only way these activities can continue is through your membership, which has remained steady since 2006. Membership dollars provide match for federal and state funded agency services, resulting in a 118:1 dollar return on investment. **In 2021-2022, your assessment dollars helped return over \$30 million of your federal tax dollars back into the region.**

We pledge to remain by your side in these difficult times, and we look forward to making an impact across the region by growing our regional economy, identifying new opportunities, and building local wealth. Above all, we will continue to listen. For up-to-date information on grant programs, community and legislative updates, and news alerts, please go to our new website at www.sendd.org, sign up for our e-newsletter, or "Like" our Facebook page.

Once again, thank you for your support, and know that SEND is here to help. As always, I want to extend an open invitation to all members: please, visit the SEND offices when you are in Auburn or Lincoln, or call and schedule a time for us to attend your city council or county supervisor meeting. To help us better serve you now and in the future, I encourage you to call our staff with your ideas, suggestions, and thoughts.

We look forward to your next visit.

Sincerely,



Tom Bliss
Executive Director





MEMBERSHIP

FULL MUNICIPAL MEMBERSHIP

Includes any municipality paying the membership dues assessment established by the SENDD Board of Directors and located within a dues paying county. Services available to a Full Member include, but are not limited to:

- Monthly newsletter
- Special notices regarding programs of interest
- Unlimited visits to discuss requirements of specific programs
- Assistance with grant and loan applications, generally at no cost
- Special studies associated with grant and loan applications
- Census data and special reports maintained by SENDD
- Labor/Workforce data maintained by SENDD
- Staff consultation on specific employment generating projects
- Access to Economic Development Curriculum and Toolkit (Tentative Availability - Jan 1, 2023)

GENERAL MUNICIPAL MEMBERSHIP

Includes any municipality which is not a dues paying member itself but is located within a county that is paying membership dues. Services available to a General Member include, but are not limited to:

- Monthly newsletter
- Special notices regarding programs of interest
- Limited visits to discuss requirements of specific programs



VOLUNTARY HOUSING DUES

The Housing Dues assessment was established by SENDD in 2003 and payment of the assessment is voluntary. The voluntary assessment was established in lieu of increasing General Membership dues.

Dues cover costs specifically associated with housing, including:

- Training for staff members in housing grant application development
- Training on changing regulations related to Federal/State funding for housing programs
- State certifications involving lead-based paint and clearance testing
- Assistance to member communities with applications to partially underwrite the cost of housing needs studies; assistance to communities and private developers with packaging grant and loan applications
- Ongoing expenses related to housing projects after the project is closed and grant funds are depleted

TYPES OF HOUSING PROGRAMS

- Rehabilitation programs for income-qualified owner-occupied residential units
 - Down-payment assistance programs to aid income-qualified first-time homebuyers
 - Purchase/Rehab/Resale programs which may be coupled with down-payment assistance
 - Construction of rent-to-own, single-family residential units
 - Financial packaging assistance to developers of single and multi-family residential units for income-qualified occupants
- 
- 

MEMBER SERVICES



Housing & Contracting

- Owner Occupied Rehabilitation
- Purchase Rehab Resale
- Nuisance Abatement Programs
- Down Payment Assistance Loans
- Housing Quality Standards Inspections
- New Construction Services
- Housing Condition Studies
- Lead-Based Paint Inspections
- USDA Loan Packaging
- General Contracting Services
- Rural Workforce Housing



Economic Development

- Revolving Loan Funds
- GIS Mapping/Location Intelligence
- Support businesses and communities with analytical decision making
- Market reports/analysis
- Technical Assistance for Business Startups and Expansions
- Economic Development & Leadership Certified Community
- Economic Development Curriculum & Toolkit



Emergency & Disaster Relief

- Review Disaster Recovery Plans
- Assess infrastructure, vulnerabilities, and needs of communities impacted by disaster
- Regional Recovery Guide
 - Community and Business Resiliency and Recovery Resources
- Flood and Floodplain Management
- Assist communities to meet National Flood Insurance Program (NFIP) guidelines
 - Potential insurance premium discount for Community Rating System



Community Development

- Grant Writing and Administration
 - Community Development Block Grant (Downtown Revitalization, Economic Development, Planning, Public Works, Tourism, Youth Job Training)
 - Community & Civic Center Financing Fund
 - Land & Water Conservation Fund
- Household Income Studies
- Community Needs Assessment
- Workforce Availability Studies
- Project Specific Environmental Review
- Strategic Planning
- Broadband

SENDD members can take advantage of our wide variety of services. We are continually looking for additional ways to better serve our member communities.



RETURN ON INVESTMENT



Last year, SENDD generated a return on investment of \$118 for every \$1 in membership/housing dues



In the past decade, SENDD has been involved in local projects that have retained and create over 500 jobs



Since 2017, SENDD helped members secure a total of nearly \$100 million dollars within the region

RESOURCES*

USDA-RURAL DEVELOPMENT

Business & Industry | Energy | Value Added Producer | Housing | Community Facilities

NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT

Rehabilitation | Infrastructure | Tourism | Revitalization | Community Facilities | Planning

ECONOMIC DEVELOPMENT ADMINISTRATION

Infrastructure | Economic Adjustment | Build to Scale | Job Growth

NEBRASKA GAME AND PARKS

Land & Water | Recreational Trails

NEBRASKA ENTERPRISE FUND

Direct | GAP | Invoice | Loan Guarantees | Intermediary Lending

NEBRASKA DEPARTMENT OF ENVIRONMENT & ENERGY

Waste & Recycling | Brownfields | Water | Deconstruction | Weatherization

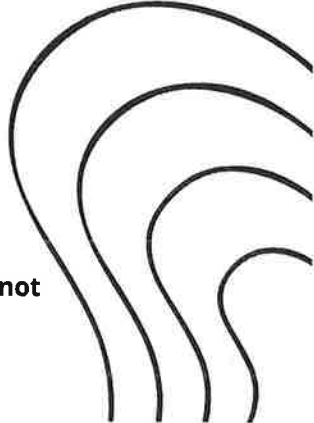
ENVIRONMENTAL PROTECTION AGENCY

Brownfields | Local Foods Local Places | Air Quality

RURAL ENTERPRISE ASSISTANCE PROJECT

Direct | GAP | Invoice | Loan Guarantees | Intermediary Lending

*This list indicates some of SENDD's most used resources, but is not a comprehensive list. We regularly research additional funding opportunities from a variety of resources.



Southeast Nebraska Development
District
7407 O St
Lincoln, NE 68510-2444 US
402-475-2560
mmcniel@sendd.org
www.sendd.org

Invoice Dues

BILL TO
City of Auburn
1101 J Street
Auburn, NE 68305

DATE
07/01/2022

PLEASE PAY
\$2,125.00

DUE DATE
08/30/2022

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
07/01/2022	Dues (Membership)	FY 2022-2023	1	2,125.00	2,125.00

TOTAL DUE

\$2,125.00

THANK YOU.

Southeast Nebraska Development
District
7407 O St
Lincoln, NE 68510-2444 US
402-475-2560
mmcniel@senedd.org
www.senedd.org

Invoice Dues

BILL TO
City of Auburn
1101 J Street
Auburn, NE 68305

DATE
07/01/2022

PLEASE PAY
\$1,041.00

DUE DATE
08/30/2022

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
07/01/2022	Dues (Housing)	2022/2023 Dues	1	1,041.00	1,041.00

TOTAL DUE

\$1,041.00

THANK YOU.

AGENDA ITEM NO. E - 1

REPORT NOTATION: Please remember that the "Reference" field of this report is not large enough to print a description of each invoice being paid to the Vendor. Examples include but are not limited to: Board of Public Works. For a full description, please contact me.

Sherry Heskett

CLAIMS REPORT
 Check Range: 7/07/2022- 7/31/2022

AGENDA ITEM
 NO E-1

VENDOR NAME	REFERENCE	
GENERAL FUND		
ADMIN		
AFLAC	AFLAC WH	73.80
AMERICAN RECYCLING SANITATION	RECYCLE LOT MONTHLY	335.00
BCom Solutions, LLC	WEBSITE HOSTING/MARKET	980.00
AUBURN BPW	REIMBURSEMENT	2,793.34
CAPITAL BUSINESS SYSTEMS INC	COPIER LEASE/SUPPLIES	411.81
FIRST CONCORD BENEFITS GROUP	CASH IN LIEU BILLING	1.55
FIRST NATIONAL BANK OMAHA	CARD TRANSACTIONS	1,772.36
MATT GULIZIA	HOUSING PROGRAM NEW CONSTRUCT	5,000.00
MID-AMERICAN BENEFITS INC	HEALTH INSURANCE	59.00
MUTUAL OF OMAHA	LIFE INSURANCE	43.20
CHARTER COMMUNICATIONS	PHONE ACCT	345.57
US CELLULAR	CELL PHONE	97.93
WINDSTREAM NEBRASKA INC	PHONE ACCT	16.44
	ADMIN TOTAL	11,930.00
POLICE DEPARTMENT		
NEMAHA COUNTY		
	LAW/CODE ENFORCEMENT	41,500.00
	POLICE DEPARTMENT TOTAL	41,500.00
FIRE DEPARTMENT		
BLACK HILLS ENERGY	GAS BILL ACCT	91.01
AUBURN BPW	ELEC	371.93
AUBURN REGION V SERVICES	CLEANING SERVICES	50.00
CHARTER COMMUNICATIONS	PHONE ACCT	114.61
WEX BANK	FUEL EXPENSE	323.48
	FIRE DEPARTMENT TOTAL	951.03
PARK DEPARTMENT		
AUBURN BPW	WATER	6,030.04
FIRST NATIONAL BANK OMAHA	CARD TRANSACTIONS	364.42
AUBURN REGION V SERVICES	CLEANING SERVICES	360.00
WEX BANK	FUEL EXPENSE	981.59
	PARK DEPARTMENT TOTAL	7,736.05
SR. CENTER DEPARTMENT		
BLACK HILLS ENERGY	GAS BILL ACCT	79.34
AUBURN BPW	ELEC	733.36
GENERAL FIRE AND SAFETY EQUIPM	INSPECTION FIRE SYSTEM	797.85
	SR. CENTER DEPARTMENT TOTAL	1,610.55
LIBRARY DEPARTMENT		
AUBURN BPW	ELEC	707.82
LINDA BANTZ	CUSTODIAL SERVICES	400.00
MID-AMERICAN BENEFITS INC	HEALTH INSURANCE	24.00
MUTUAL OF OMAHA	LIFE INSURANCE	14.40
WINDSTREAM NEBRASKA INC	PHONE ACCT	128.35

CLAIMS REPORT
Check Range: 7/07/2022- 7/31/2022

VENDOR NAME	REFERENCE	VENDOR TOTAL
	LIBRARY DEPARTMENT TOTAL	1,274.57
POOL DEPARTMENT		
BLACK HILLS ENERGY	GAS BILL ACCT	1,138.34
AUBURN BPW	IRRIGATION WATER	3,327.87
FIRST NATIONAL BANK OMAHA	CARD TRANSACTIONS	1,115.81
NE DEPT. OF REVENUE	SALES AND USE TAX RETURN POOL	1,307.17
NE STATE FIRE MARSHAL	BOILER CERTIFICATE	36.00
CHARTER COMMUNICATIONS	PHONE ACCT ;	140.03
	POOL DEPARTMENT TOTAL	7,065.22
	GENERAL FUND TOTAL	72,067.42
STREET FUND		
BLACK HILLS ENERGY	GAS BILL ACCT	45.91
AUBURN BPW	ELEC	774.98
FIRST NATIONAL BANK OMAHA	CARD TRANSACTIONS	1,067.96
MARK HARMS	LAND USE	500.00
MID-AMERICAN BENEFITS INC	HEALTH INSURANCE	48.00
MUTUAL OF OMAHA	LIFE INSURANCE	77.20
CHARTER COMMUNICATIONS	PHONE ACCT	32.18
US CELLULAR	CELL PHONE ACCT	32.64
WEX BANK	FUEL EXPENSE	2,065.86
	ADMIN TOTAL	4,644.73
	STREET FUND TOTAL	4,644.73
KENO FUND		
KENO BETTERMENT		
NE DEPT. OF REVENUE	KENO TAX APR-JUN 2022	269.00
	KENO BETTERMENT TOTAL	269.00
	KENO FUND TOTAL	269.00
CDBG GRANT FUND		
SOUTHEAST NE DEVELOPMENT DIST. CDBG 18 HO 36067		5,354.96
	TOTAL	5,354.96
REUSE DTR		

CLAIMS REPORT
Check Range: 7/07/2022- 7/31/2022

VENDOR NAME	REFERENCE	VENDOR TOTAL
RUTH HEYWOOD	DTR REUSE PROJECT	11,310.16
	REUSE DTR TOTAL	11,310.16
	CDBG GRANT FUND TOTAL	16,665.12
	Accounts Payable Total	93,646.27

CLAIMS REPORT
 Check Range: 8/01/2022- 8/04/2022

AGENDA ITEM
 NO E-1

VENDOR NAME	REFERENCE	
GENERAL FUND		
ADMIN		
ANGELO M. LIGOURI	LEGAL SERVICES	4,912.43
AUBURN NEWSPAPERS	PUBLISHING, SUPPLIES	251.87
EAKES OFFICE SOLUTIONS	SUPPLIES	622.66
MEYER LABORATORY INC	SUPPLIES	39.95
MICROFILM IMAGING SYSTEMS INC	EQUIPMENT RENT	138.00
NEMAHA COUNTY	REIM APPLIANCE DISPOSAL	2,685.27
PETTY CASH	PETTY CASH	1.56
SCHENDEL PEST CONTROL	PEST CONTROL SERVICES	200.00
	ADMIN TOTAL	8,851.74
FIRE DEPARTMENT		
ED M. FELD EQUIPMENT CO. INC.	BUNKER GEAR	11,607.00
SCHENDEL PEST CONTROL	PEST CONTROL SERVICES	200.00
	FIRE DEPARTMENT TOTAL	11,807.00
PARK DEPARTMENT		
AUBURN PLUMBING,HTG & AC INC.	PLUMBING SUPPLIES	41.66
BRADLEY ELECTRIC	PARTS/LABOR ELECTRICAL	91.00
BULLDOG AUTO SUPPLY INC	PARTS/SUPPLIES	198.79
FRONTIER COOPERATIVE	CHEMICALS	370.00
GLENN'S CORNER MARKET	SUPPLIES	74.00
LYNCH'S HARDWARE & GIFTS	SUPPLIES	36.95
SCHENDEL PEST CONTROL	PEST CONTROL SERVICES	200.00
YOLANDA KERR	FLOWER/GARDENING SERVICES	500.00
	PARK DEPARTMENT TOTAL	1,512.40
SR. CENTER DEPARTMENT		
A BETTER HOOD CLEANING LLC	KITCHEN HOOD INSPECT/CLEANING	600.00
AIRSTREAM HEATING AND COOLING	PARTS/LABOR	103.86
	SR. CENTER DEPARTMENT TOTAL	703.86
LIBRARY DEPARTMENT		
AMAZON	BKS/AVS	1,585.11
AUBURN MEM. LIBRARY PETTY CASH	POSTAGE/ILL	128.88
AUBURN NEWSPAPERS	PUBLISHING	75.00
BAKER & TAYLOR	BKS/AVS	407.55
BLACKSTONE PUBLISHING	BKS/AVS	39.74
CENTER POINT LARGE PRINT	BKS/AVS	306.63
DEMCO	SUPPLIES	480.89
EAKES OFFICE SOLUTIONS	SUPPLIES	169.99
OCLC INC	ILL/SUBSCRIPTION	130.09
OVERDRIVE, INC.	BKS/AVS	272.07
PIETERS CONSTRUCITON INC	CONCRETE WORK	2,150.00
RICOH USA, INC	EQUIPMENT COPIES	51.33
SACK LUMBER COMPANY	MAINT SUPPLIES	55.14
SCHENDEL PEST CONTROL	PEST CONTROL SERVICES	250.00

CLAIMS REPORT
Check Range: 8/01/2022- 8/04/2022

VENDOR NAME	REFERENCE	VENDOR TOTAL
	LIBRARY DEPARTMENT TOTAL	6,102.42
POOL DEPARTMENT		
ADAM RADEMACHER	PEST CONTROL	200.00
AIRSTREAM HEATING AND COOLING	PARTS/LABOR	238.86
AQUA-CHEM, INC	SUPPLIES	1,163.50
CHESTERMAN COMPANY	SUPPLIES	354.77
ELECTRIC PUMP	MOTOR	2,549.00
PETTY CASH	PETTY CASH	133.92
	POOL DEPARTMENT TOTAL	4,640.05
	GENERAL FUND TOTAL	33,617.47
STREET FUND		
AUBURN AUTO CENTER	TIRE REPAIR	45.00
BERWICK COOP OIL CO	OIL	790.20
BULLDOG AUTO SUPPLY INC	PARTS/SUPPLIES	53.31
CONCRETE INDUSTRIES INC.	CONCRETE	1,358.45
DIAMOND VOGEL	PAINT	2,935.70
FILTER CARE	CLEAN FILTERS	62.20
MENARDS	SUPPLIES	355.88
NEBRASKA SALT & GRAIN CO	ICE CONTROL SALT	3,658.19
SACK LUMBER COMPANY	SUPPLIES	143.25
	TOTAL	9,402.18
	STREET FUND TOTAL	9,402.18
	Accounts Payable Total	43,019.65

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted. Failure to **return both pages of the original document** by the filing deadline (October 31, 2022) may result in the suspension of Highway Allocation funds until the documents are filed.

RESOLUTION

SIGNING OF THE MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE 2022

Resolution No. _____

Whereas: State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requires an annual certification of program compliance to the Nebraska Board of Public Roads Classifications and Standards; and

Whereas: State of Nebraska Statute, section 39-2120 also requires that the annual certification of program compliance by each municipality shall be signed by the Mayor or Village Board Chairperson and shall include the resolution of the governing body of the municipality authorizing the signing of the certification.

Be it resolved that the Mayor Village Board Chairperson of _____
(Check one box) *(Print name of municipality)*
is hereby authorized to sign the Municipal Annual Certification of Program Compliance.

Adopted this _____ day of _____, 20____ at _____ Nebraska.
(Month)

City Council/Village Board Members

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

City Council/Village Board Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed and billed as adopted.

Attest:

(Signature of Clerk)

Auburn Memorial Library

1810 Courthouse Ave
Auburn, NE 68305

August 2022

- o Summer programming: We ended our Summer Reading program (age 4 - 5th grade) with 240 kids registered and 200 kids completing the program. They read a total of 7,143 books in less than 6 weeks. Youth Reading had 26 readers read 96,274 pages. Adult Reading had 39 readers read 141,231 pages.

Statistical Report:

<u>Date:</u>	<u>Circulation:</u>	<u>Patrons:</u>
July 2022	3,532	2,227
OverDrive	<u>640</u>	<u>104</u>
	4,172	2,331
June 2022	4,279	2,526
OverDrive	<u>704</u>	<u>101</u>
	4,983	2,627

MONTHLY LAW ENFORCEMENT REPORT TO THE
MAYOR AND CITY COUNCIL OF THE CITY OF
AUBURN

FOR THE MONTH OF JULY 2022

Total Number of Calls within the City of Auburn	130
Total Number of Ordinance/Animal Calls	11
Total Number of Actual Criminal Cases Reported/Initiated	14

Respectfully submitted,



Brent Lottman
Sheriff

WATER SUPPLY CONTRACT
BY AND BETWEEN
THE CITY OF PERU, NE, AND
THE CITY OF AUBURN, NE, BOARD OF PUBLIC WORKS

THIS AGREEMENT, made and entered into this 22nd day of December, 2020, by and between the City of Peru, NE, ("PERU" herein), a municipal corporation of the State of Nebraska, and the City of Auburn, NE, Board of Public Works ("BPW" herein), a governmental subdivision of the City of Auburn, NE, and the State of Nebraska (collectively referred to as the "Parties").

WHEREAS, the BPW operates and maintains the City of Auburn, NE, municipal utility and water supply system through which the BPW generates clean drinking water from City wells and the City's water filtering system;

WHEREAS, PERU, at present and in the future, desires to purchase water for Its own municipal water distribution system from the BPW, pursuant to the terms of this Water Supply Contract;

WHEREAS, the BPW shall furnish a maximum flow of 250 gallons per minute to PERU through Its water supply, and supply a maximum peak daily flow of 229,000 gallons, as needed, for the City of Peru's water supply needs, excluding emergency conditions;

WHEREAS, the BPW is willing to continuously deliver such water to PERU for Its use in Its municipal water distribution system, including Peru State College campus.

NOW THEREFORE, in consideration of the mutual promises made herein by the Parties hereto, the Parties enter into the engagements herein contained, under the legal authority of the State of Nebraska, with proper authorization by duly enacted resolutions of the Governing Bodies of the respective Parties herein, it is mutually agreed between PERU and the BPW as follows:

ARTICLE 1. TERM OF CONTRACT. This Agreement shall remain effective for an initial period of forty (40) years from the execution of this Agreement. This Agreement shall automatically renew for successive twenty (20) year terms unless either Party gives written notice of termination at least five (5) years in advance of proposed termination of this Contract. Within the five (5) year notice of termination period the Parties shall enter and conduct mediation by a qualified neutral third-party. The Parties shall jointly select and bear the costs of this mediation. Following the mediation and expiration of the notice period, the Party providing notice of termination may terminate this Agreement, so long as, an undue hardship is not placed on the non-terminating party. The water supply hereby contracted for shall be continuously supplied by the BPW and purchased by PERU upon the same terms and conditions as provided by this Water Supply Contract unless the BPW is unable to acquire water by standard operation and method.

ARTICLE 2. POINT OF DELIVERY. The BPW agrees to furnish water to PERU through one (1) point of delivery. The "Connection Point" shall be determined by PERU's engineers and agreed to by the BPW.

ARTICLE 3. QUANTITIES & PRESSURE. The BPW agrees to deliver water at the Connection Point in the amount of at least a peak instantaneous flow of 250 gallons per minute at a pressure between 40 and 90 psi, to PERU's booster pump, should said flow be necessary and supply a peak daily flow of 229,000 gallons as measured from midnight to midnight of consecutive days, pursuant to the current regular demand for water by PERU to meet the normal domestic needs of PERU, Its residents and customers, including Peru State College.

ARTICLE 4. ADDITIONAL QUANTITIES OF WATER. In the event of an emergency in Peru, such as fire or other high water usage event, the quantity of water supplied by the BPW shall not be limited to the quantities in Article 3 and shall only be limited to what the BPW can reasonably provide. PERU shall notify the BPW of such emergency with as much notice as possible considering the emergency. Any new requirement for delivery of water over and above the stated gallons per minute quantities identified in Article 3, for non-emergency usage, shall be under separate contract negotiated between the parties, as to all terms and conditions, at a later date/time.

ARTICLE 5. QUALITY. Water delivered shall be of quality and chemical content equivalent to that provided all other BPW customers/users. Water delivered to the connection point shall comply with federal and state mandated levels of quality and chemical content. Any change in water quality made to satisfy special requirements requested hereinafter by PERU will be at the sole obligation and liability of PERU. PERU shall not hold the BPW responsible for consequences resulting from the mingling or mixing of the water supplies of the BPW and PERU, provided the BPW is not responsible for the proximate cause of said damage.

ARTICLE 6. APPROVAL OF DEPARTMENT OF HEALTH AND HUMAN SERVICES. PERU shall have the responsibility for obtaining from the State of Nebraska, Department of Health and Human Services (NDHHS), any approvals for the delivery of water under this Water Supply Contract which may be required, prior to delivery of any water pursuant to this Contract. PERU shall perform, at Its own expense, any testing or monitoring of water quality which may be required beyond the point(s) of delivery to PERU, unless contracted for separately by the parties.

ARTICLE 7. CONNECTION FEE & RATES.

Connection Fee. PERU's one-time Connection Fee shall be FIVE HUNDRED SIXTY-FIVE THOUSAND DOLLARS and NO CENTS (\$565,000.00) pursuant to the Connection Fee and Water Rate analysis completed by JK Energy Consulting LLC, dated October 13, 2020, attached hereto, and incorporated within this Agreement by this reference.

This fee is in consideration of the BPW meeting PERU's water delivery requirements as stated herein, using the BPW's current water supply and distribution system, continuously developed and maintained by the BPW. PERU's Connection Fee to the BPW is reflective of PERU's prorated usage of the BPW's current water supply and distribution system infrastructure, with depreciation, as stated in the Connection Fee and Water Rate analysis attached hereto.

The Connection Fee herein may be amended or modified by the BPW, upon further analysis by JK Energy Consulting, LLC, upon determination of the Connection Point, as determined by PERU's engineer(s) and agreed to by the BPW. During the engineer's development of detailed plans and

specifications, PERU's engineer(s) shall notify the BPW of additional BPW infrastructure that will be utilized for PERU's connection to the BPW water supply and distribution system. BPW may have sixty (60) days to obtain further analysis by JK Energy Consulting, LLC, to determine a final Connection Fee, pursuant to this Agreement. The BPW shall provide PERU with written notice of the final Connection Fee, herein. PERU shall have thirty (30) days from receipt of the same to request further explanation or negotiation or to request their own independent Connection Fee analysis. If the BPW does not amend or modify the final Connection Fee herein pursuant to the terms of this Agreement the one-time Connection Fee stated herein above shall be final.

Water Supply Rate. PERU's water supply rate as agreed to with the BPW is **\$4.89 per thousand gallons**. This rate is determined to be a fair, reasonable, and a non-discriminatory water supply rate pursuant to the analysis of JK Energy Consulting LLC, dated October 13, 2020, attached hereto, and incorporated within this Agreement by this reference.

Future Water Rate Adjustments: BPW may within one (1) year of the date of the first delivery of water to PERU conduct a new water rate adjustment study and analysis and implement a five (5) year water rate adjustment. If BPW does not conduct a study and analysis within one (1) year from the date of the first delivery of water to PERU, then the water rate presented herein shall be the rate for five (5) years from the date of the execution of this Agreement, unless otherwise agreed to by the Parties in writing.

Future water supply rate adjustments shall be determined from a water rate adjustment study completed by an independent 3rd party, with specialized knowledge and experience in municipal water rate analysis. The analysis shall consider and present at a minimum the following items:

1. The cost to produce water by BPW;
2. The cost to deliver water to PERU by BPW;
3. PERU's proration share of BPW expenses including:
 - a. Administrative costs;
 - b. Debt service for capital expenses for infrastructure needed to deliver water to PERU;
 - c. Reserve accounts for future maintenance and capital expenses for infrastructure needed to deliver water to PERU.
4. Annual water supply rates by year for the next five (5) year period to be implemented by BPW that account for these items presented here and reasonable and projected increases in the cost of the various factors utilized within the water rate study and analysis over that same time frame.

The cost of water rate adjustment studies and analysis shall be incurred by the BPW. Rate adjustments shall be adopted and implemented as annual water rates per year for each of the next five (5) years. PERU will receive 180 days written notice from the BPW prior to a five (5) year rate adjustment increase taking effect as implemented herein.

Future water supply rate adjustment studies and analysis may be conducted every five (5) years or as otherwise agreed to by the Parties in writing. Annual water rate adjustments presented within the current water supply rate adjustment study and analysis shall be the annual rate for five (5) years from the date of the execution of the amendment/modification when agreed upon by the Parties, as stated herein.

Annual water rate adjustments presented within the 5 year water supply rate studies and analysis shall be implemented on January 1st of the given interim years unless otherwise agreed to by the Parties in writing.

ARTICLE 8. MEASUREMENT OF SERVICE SUPPLIED. All water delivered by the BPW to PERU at the connection point, shall be measured by suitable metering equipment of standard manufacture to be approved by the BPW and to be furnished and installed by PERU at the expense of PERU. The meter shall be the property of BPW and the cost of calibrating, testing, repairing, replacing, or maintaining any damaged or defect of the meter shall be paid by the BPW.

ARTICLE 9. METERING. The unit of measurement and sales unit for water furnished hereunder shall be one thousand gallons (1,000.00), U.S. Standard Liquid Measure. The BPW shall read the measuring equipment for determining the water usage of PERU monthly. A statement showing the quantity of water delivered hereunder by the BPW to PERU will be produced and delivered by the BPW to PERU.

ARTICLE 10. TITLE TO AND RESPONSIBILITY FOR WATER. Title to, possession, and control of water shall remain in the BPW to the point of connection to PERU's facilities at the meter, where title of possession and control of water shall pass from the BPW to PERU, and PERU will take such title, possession, and control at such point of connection. As between the parties hereto, the BPW shall be in exclusive control and possession of the water deliverable hereunder and solely responsible for any damage or injury caused thereby and the BPW shall hold harmless PERU from any loss, claim, or damage related thereto until the same shall have been delivered to the point of connection to PERU's facilities/Connection Line, thereafter, PERU shall be in exclusive control and possession thereof and solely responsible for any injury or damage caused by the delivered water. PERU shall thereby hold harmless the BPW from any loss, claim, or damage related thereto.

ARTICLE 11. LIMITATIONS ON WATER RESALE. PERU shall not resell water supplied by the BPW to any person, agency, or property, without the express written consent of the BPW, outside PERU's extraterritorial zoning jurisdiction at the time of the execution of this agreement under this existing Water Supply Contract by and between the BPW and PERU.

ARTICLE 12. WATER CONSERVATION & DROUGHT CONTINGENCY PLAN. Within six (6) months of the execution of this contract, PERU shall adopt a Water Conservation and Drought Contingency Plan to include provisions as stipulated in BPW's Plan. At any time, the BPW places into effect water conservation and/or drought contingency measures, PERU shall place into effect the same measures. BPW's plan and amendments thereto shall be approved by PERU and a true and accurate copy shall be kept on file at Peru City Hall.

ARTICLE 13. FORCE MAJEURE. In the event either party is rendered unable, wholly or in part, by force majeure to carry out any of these obligations under this contract, then the obligations of such party, to the extent affected by such force majeure and performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided, but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure", as used herein, shall include, without limitations of the generality hereof, acts of God, strikes, lockouts, or other kind of industrial disturbances, acts of public enemy, orders of any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions,

breakages or accidents to machinery, pipelines or canals, partial or entire failure of water supply, and any other inability of either party, whether similar to those enumerated or otherwise, which are not within the control of the party claiming such inability and which such party could not have avoided by the exercise of due diligence and care. Force majeure shall not relieve PERU of its obligation to make payment(s) to the BPW as provided in this contract for water delivered in accordance with Articles 3, 4, & 5, and identified in a statement as required by Articles 7 & 9.

ARTICLE 14. MANDATORY MEDIATION OF DISPUTES. Should either PERU or the BPW default in the performance of any of the covenants, conditions, provisions, or agreements herein contained, the non-defaulting Party may demand the Parties enter mediation with a qualified third party neutral. The Parties shall jointly select and share in the expense of the mediator. Said mediation shall start within four (4) months of initial request for Mediation. Following mediation, the none defaulting Party may terminate the contract with one hundred and twenty (120) days advance written notice. Neither Party shall file a lawsuit related to this Water Supply Contract without previously mediating the dispute between the Parties, pursuant to this Mandatory Mediation provision acknowledged of part of each Parties consideration within this Water Supply Contract. While any mediation is pending both Parties shall continue to abide by their current Water Supply Contract.

14.1. Any failure of either party to assert Its rights, because of any breach, shall not constitute a waiver thereof.

ARTICLE 15. EMERGENCY PRO-RATION. In the event an emergency exists (i.e. brought conditions or the BPW Water Watch is implemented) and the total water supply shall not be sufficient to meet all of the needs of the BPW's customers as well as those of PERU, the BPW has the discretion to pro-rate the available water supply between PERU and other customers of the BPW on a reasonable basis giving first consideration to domestic users. In addition to emergencies, the BPW may invoke this provision for pro-ration in the event Its water supply reduces, stops, or is temporarily unusable. Emergency failures of pressure or supply due to main supply line breaks, power failures, flood, fire, and use of water to fight fire, earthquake, an emergency necessitating the supply of water, or unusual system demands during extreme climatic conditions, catastrophe event(s), or Act of God shall excuse the BPW from the pressure and supply obligations contained in this Water Supply Contract, for such reasonable period of time as may be necessary to restore service.

ARTICLE 16. RECORD INSPECTION. Each Party's water supply distribution system records shall be subject to inspection by the other Party upon reasonable notice not to exceed sixty-five (65) days.

ARTICLE 17. INCORPORATION. This Water Supply Contract shall supersede and replace entirely, any and all, prior negotiations/agreements between the Parties related to the same subject matter.

ARTICLE 18. REGULATORY REQUIREMENTS. This contract shall be subject to all present and future valid laws, orders, rules, and regulations of the United States of America, the State of Nebraska, City of Peru, or any other regulatory agency having jurisdiction.

ARTICLE 19. PARTIES OF INTEREST. This contract shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of the respective parties hereto.

ARTICLE 20. COUNTERPARTS. This Water Supply Contract may be executed in counterparts, both of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature delivered by facsimile or other similar electronic transmission (including email) shall be considered an original signature. Any Person may rely on a copy or reproduction of the original of this Water Supply Contract, and an original shall be made available upon a reasonable written request.

IN WITNESS WHEREOF, the City of Peru, Nebraska, ("PERU" herein) and the City of Auburn, Nebraska, Board of Public Works, ("BPW" herein) have caused this Water Supply Contract to be executed by their duly authorized officers/representatives in accordance with the attached resolutions of the governing bodies of each Party hereto.

Executed: _____

12/21/20

By: _____

Dave Pease

Dave Pease, Mayor of
City of Peru, Nebraska

ATTEST:

Charlotte Carpenter

Charlotte Carpenter, Clerk
for the City of Peru, Nebraska

(Seal)



{Signatures for the BPW are on the following page}

Executed: 12/22/20

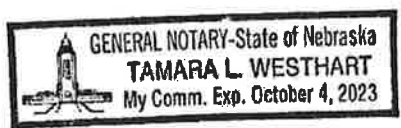
By: Chuck W. Knipe
Chuck Knipe, BPW President &
Authorized Representative

By: David Hunter
David Hunter, BPW Manager

ATTEST:

Tamara L. Westhart
Tamara L. Westhart
Auburn, NE , BPW Secretary

(Seal)



Approved as to Form & Content

Angelo M. Ligouri
Angelo M. Ligouri, Ligouri Law Office
Attorney

JOHN A. KRAJEWSKI, P.E.



650 J Street, Suite 108
Lincoln, Nebraska 68508

Cell: 402-440-0227

Fax: 402-435-4244

E-mail: jk@jkenergyconsulting.com

www.jkenergyconsulting.com

October 13, 2020

Mr. Dave Hunter
Auburn Board of Public Works
1600 O Street
Auburn, NE 68305

RE: Optional Task 3 – Peru Water Rates and Connection Fee

Dear Dave:

JK Energy Consulting, LLC (JKEC) is pleased to submit this letter report to the Auburn Board of Public Works (Auburn) summarizing the recommended Peru water rates and connection fee.

Background

The Board of Public Works was approached about providing wholesale water to the City of Peru (Peru). In recent years, Peru has experienced challenges with its water supply system as a result of Missouri River flooding. Studies completed by JEO Consulting Group, Inc. (JEO) indicated that interconnecting to the Auburn water treatment plant might be a feasible alternative to improve the reliability of future water supply for Peru.

Auburn and Peru have been engaged in discussions regarding the terms and conditions under which Peru would become a wholesale water customer of Auburn. Two key considerations that need to be addressed are:

1. Connection fee, which would cover a pro-rata share of Auburn's past water supply system investment.
2. Water supply rate, which would cover the ongoing operating and maintenance costs associated supplying water to Peru.

The purpose of this letter report is to provide a calculation of the proposed connection fee and water supply rate, based on generally accepted utility ratemaking principles for municipal utilities.

Connection Fee

The following approach was used to calculate the proposed connection fee for Peru:

- Calculate the undepreciated cost attributable to the capital investment in Auburn's water supply system. This includes existing wells, planned wells and water treatment facilities.
- Calculate ratio attributable to Peru based on peak day usage requirements.
- Calculate connection fee by multiplying peak day ratio by the undepreciated cost.

Table 1 summarizes the results of the proposed analysis. The undepreciated portion of water production facilities cost, including new wells planned for completion to augment supplies for Auburn and Peru, was \$5.5 million.

Auburn's peak day capacity need is approximately 2 million gallons per day. Peru's estimated peak day obligation, as provided by JEO, was 229,000 gallons per day. This results in a Peru Capital Share of 10.3%.

Multiplying the Peru Capital Share by the undepreciated cost of water production facilities results in a connection fee of approximately \$565,000. This would provide an appropriate compensation of Auburn's existing investment. The proposed connection fee is based on Peru paying all incremental direct costs associated with connecting to the Auburn system. Further, the connection fee does not recover any costs associated with future capacity additions necessary to serve Auburn and Peru. Any interconnection and water sales agreement should include a cost allocation methodology for future capital investment.

Table 1
Development of Allocated Share
Undepreciated Cost of Wells and Treatment Plant

Description	In Service Date	Asset Life (yrs)	Gross Plant	Accumulated Depreciation	Net Plant in Service
New Wells	2021	30	1,500,000	-	\$ 1,500,000
Plant Improvements	2021	30	-	-	\$ -
Treatment Plant	2011	30	6,000,000	2,000,000	4,000,000
Net Plant Allocable to Peru					\$ 5,500,000
					Amount
Peak Day Capacity - Auburn					2,000,000
Peru Peak Day Capacity					229,200
Total Peak Day Usage					2,229,200
Peru Capital Share					10.3%
Plant in Service Allocable to Customer					\$ 565,494

Water Supply Rate

A water supply rate designed to recover the ongoing cost of water supply operations and maintenance was developed. The methodology was based on the methodology used in the recently completed cost of service study.

The following approach was used to calculate the proposed water supply rate:

- Production costs, based on the 2020 Budget, were tabulated. These costs totaled approximately \$272,000.
- Administrative costs attributable to production were calculated using generally accepted allocation principles. Administrative costs includes utility management costs, Board-related expenses, office expenses, insurance costs, vehicle expenses and other costs that cannot be easily assigned to a particular function. The administrative adder was calculated by multiplying the administrative cost budget by the ratio of production costs directly assigned to production, distribution, and customer service expenses. This resulted in the allocation of 77% of administrative costs to the production function. The amount allocated totaled approximately \$209,000.
- The allocated costs were divided by the annual water volume for existing sales by Auburn. This volume was approximately 98.3 million gallons. The resulting water supply rate was \$4.89 per thousand gallons.
- The estimated cost of water supply was calculated for Peru, based on annual water sales of 28.4 million gallons. The resulting cost was approximately \$139,000 per year.

[Intentionally left blank.]

Table 2
Development of Allocated Share
Allocated Operating and Maintenance Costs

Description	Annual Cost
Production Costs	\$ 271,827
Allocated Administrative Costs (1)	209,307
Operating Cost Allocable to Customer	\$ 481,134
	Volume / Rate
Annual Volume - Auburn (000 gallons)	98,355
Water Supply Rate (\$/000 gallons)	4.89
Annual Volume - Peru (000 gallons)	28,380
Allocable Operating Cost (\$/year)	138,830

Note:

(1) Based on 77% of existing administrative costs, using the ratio of production O&M costs to directly assigned production, distribution and customer service costs.

Future Considerations

The calculations included in this letter report are based on the allocation of existing facilities and existing operating costs. Any agreement between Auburn and Peru should include considerations for the following:

- Allocation of capital costs associated with future investments in water supply facilities, including provisions for either upfront payment or conversion of capital costs into a monthly facility charge.
- Adjustment of allocation percentages based on major changes in peak day or annual volumes.
- Provisions for the regular updates to the rates to ensure adequate revenue recovery as costs increase as a result of general cost escalation.

Conclusions

Based on the factors identified above, the following was concluded:

1. A connection fee of \$565,000 would provide a fair, reasonable and non-discriminatory connection fee for the Peru to connect the Auburn water system.
2. A water supply rate of \$4.89 per thousand gallons would provide a fair, reasonable and non-discriminatory water supply rate for Peru.

Mr. Dave Hunter
October 13, 2020
Page 5

3. The proposed connection fee and water supply rates address recovery of existing costs, but do not cover future capital cost or increases in existing operating costs.

Recommendations

Based on the conclusions reached, the following was recommended:

1. Auburn should assess a connection fee of \$565,000 for the Peru to connect the Auburn water system.
2. Auburn should assess a water supply rate of \$4.89 per thousand gallons to supply wholesale water to Peru.
3. Any agreement for long-term supply should address the recovery of future capital costs and provide a mechanism for revising the water supply rate to fairly allocated increased future operating costs.

JKEC is pleased to provide this letter report. If you have any questions, please contact me.

Sincerely yours,

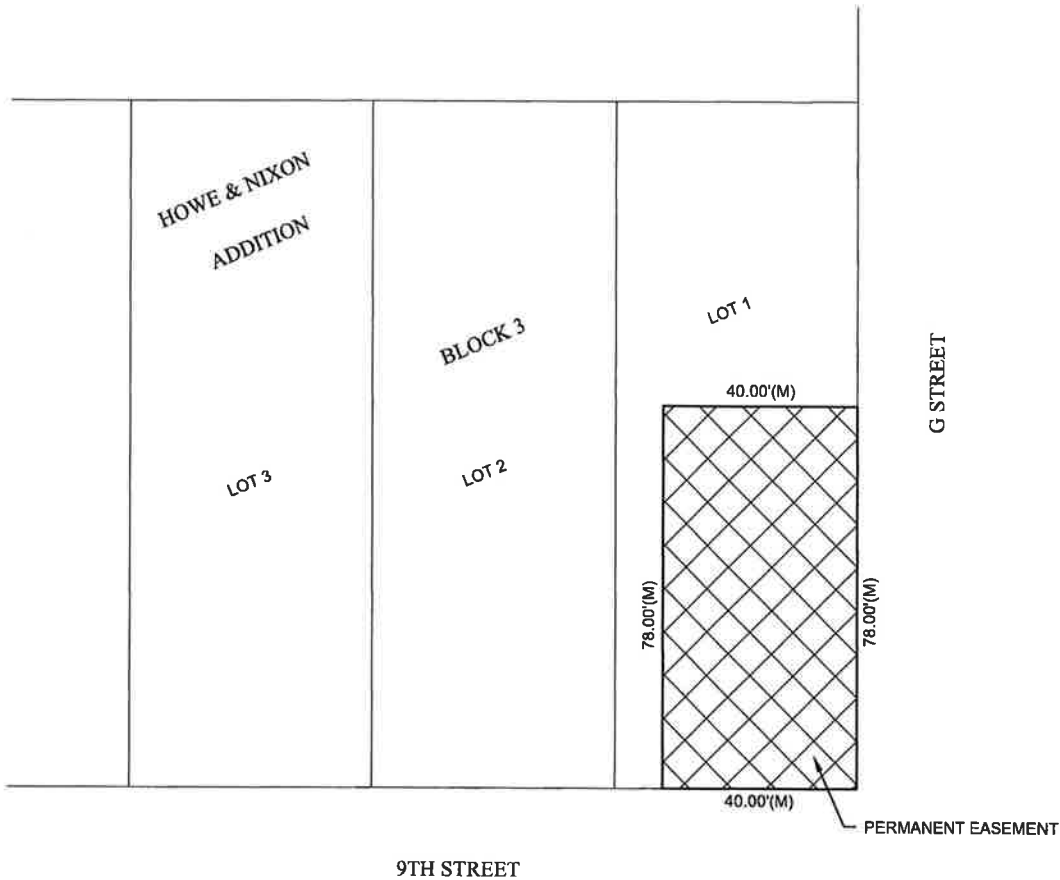


John A. Krajewski, P.E.
JK Energy Consulting, LLC

PERMANENT EASEMENT CITY OF AUBURN

AGENDA ITEM
NO

J-3



**VICINITY SKETCH
AUBURN, NE.**



LEGAL DESCRIPTION:

PERMANENT EASEMENT
THE EAST 40.00 FEET OF THE SOUTH 78.00 OF LOT 1, BLOCK 3, HOWE AND NIXON
ADDITION TO THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA, CONTAINING 3,120
SQUARE FEET, MORE OR LESS.

NOTE: ALL BEARINGS ARE ASSUMED.

LEGEND

- MONUMENT FOUND
- MONUMENT SET
- CALCULATED POINT
- D DEEDED DISTANCE
- G GOVERNMENT DISTANCE
- M MEASURED DISTANCE
- P PLATTED DISTANCE
- R RECORDED DISTANCE

DATE	10/21/2021
SCALE	1"=30'
DRAWN	AWH
JOB NO.	191141.06
FIELD BOOK	NEMAHA COUNTY 4
FIELD WORK	DP
SHEET	1 OF 1
FILE NO.	

JEO
 800.723.8567
 Wahoo, NE 402-443-4661
 www.jeo.com

City of Peru, NE Resolution No. 2022-_____
LEASE AGREEMENT

Pursuant to Water Supply Contract, Dated December 22, 2020
The City of Peru, NE & The City of Auburn, NE, Board of Public Works

THIS AGREEMENT entered this ____ day of _____, 2022, by and between, The City of Auburn, NE, & Its' Board of Public Works ("BPW" herein), a governmental subdivision of the City of Auburn, NE, a municipal corporation within the State of Nebraska hereinafter referred to as Lessor; and, The City of Peru, NE, ("PERU" herein), a municipal corporation of the State of Nebraska, hereinafter referred to as Lessee or Tenant. Collectively referred to as the "Parties" herein.

1. **WITNESSETH:** Lessor does this day lease unto said Lessee, and said Lessee does hereby take as Tenant under said Lessor, the following described property during the term of this lease:

See Exhibit A, attached hereto.

2. **USE OF IMPROVEMENTS:** The Lessee shall use the improvements on the above-described leased property consistent with the necessary needs pursuant to the Parties Water Supply Contract, dated December 22, 2020, incorporated herein by this reference, for a pump booster station with auxiliary services or and/or improvements thereto.

3. **TERM OF LEASE:** This Lease shall last for a term consistent with the Parties' Water Supply Contract, Article 1 and shall terminate consistent with the terms of the Parties' Water Supply Contract.

4. **AMOUNT OF LEASE PAYMENTS:** The Lessee's payment to the Lessor shall be \$1.00 annually, throughout the term of the Parties' Water Supply Contract, dated: December 22, 2020. Further consideration of the Parties herein is established & maintained through the terms of the Water Supply Contract, dated December 22, 2020.

5. **INSURANCE:** Tenant agrees to maintain liability, property, and workmen's compensation insurance coverage in amounts as may be required by Lessee throughout the term of this Lease. Lessee agrees to make the landlord as loss payee on their insurance policy.

6. **LESSEE'S OBLIGATIONS:** The Lessee shall be responsible for all costs of the operation and maintenance for the use and term of this Lease.

7. **RECOVERY OF COSTS:** Lessee shall be subject to all permit fees associated with activities undertaken through the authority granted in this Lease or under City Code. Where the Lessor incurs costs and expenses for review or inspection of activities undertaken through the authority granted in this Lease or City Code, relating to the subject for which a permit fee is not established, Lessee shall pay such costs and expenses directly to the Lessor. In addition to the above, Lessee shall promptly reimburse the Lessor for any and all costs reasonably incurred in response to any emergency involving Lessee's facilities.

8. **NON-EXCLUSIVITY:** This Lease shall in no way, prevent or prohibit Lessor from using any of its rights-of-way, roads, streets, or other public properties or affect its jurisdiction thereof or any part

thereof. The Lessor hereby retains full power to make changes, relocations, repairs, maintenance, establishments, improvements, dedications, or vacation of same as is deemed necessary.

9. NON-INTERFERENCE WITH EXISTING FACILITIES: The Lessor shall have prior and superior right to the use of Its roads, streets, alleys, and public properties for installation and maintenance of Its facilities and other governmental purposes and should in the sole discretion of the Lessor, a conflict arises with the Lessee facilities, the Lessee shall, at its own expense and cost, conform to the Lessor's facilities and other government purposes of the Lessor.

The owners of all utilities, public or private, installed in or on such public properties prior to the installation of the lines and facilities of the Lessee, shall have preference as to the positioning and location of such utilities. Such preference shall continue in the event of the necessity of relocating or changing the grade of any such public properties.

Lessee's system shall be constructed and maintained in such a manner as not to interfere with any public use, or with any other pipes, wires, conduits, or other facilities that may have been laid in the rights-of-way by or under the Lessor's authority.

10. RIGHT TO RIGHT-OF-WAY NOT SUPERSEDED: The Lessor, in the granting of this Lease, does not waive any right which It now holds or may hereafter acquire, and this Lease shall not be construed so as to deprive the Lessor of any powers, rights, or privileges which It now has or may hereafter acquire, including the right of eminent domain, to regulate the use and control of Its real property & roads covered by this Lease, or to go upon any and all real property, roads, and highways for any purpose including constructing, repairing, or improving the same in any such manner as the Lessor, or its representatives may elect. The Lessor shall retain full authoritative power in the same and like manner.

Nothing in this Lease shall be construed to prevent the Lessor from constructing facilities, grading, paving, repairing and/or altering any Lessor property, street, or laying down, repairing, or removing facilities or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, to not obstruct, injure, or prevent the unrestricted use and operation of the facilities of the Lessee under this Lease.

11. RESTORATION AFTER CONSTRUCTION: Lessee shall, after installation, construction, relocation, maintenance, or repair of facilities within the area of this Lease, restore the surface of the right-of-way or public property to at least the currently adopted City standards or as reasonably required by the City BPW through a right-of-way permit, depending upon special circumstances. Lessee agrees to promptly complete all restoration work and to promptly repair any damage caused by such work within the area of this Lease or other affected area at its sole cost and expense.

12. DAMAGE AND NON-COMPLIANCE: Any and all damage or injury, done or caused to Lessor right-of-way, City facilities, or any portion thereof in the construction, operation, maintenance or repair of Lessee's facilities shall be immediately repaired and reconstructed to the satisfaction of the Lessor BPW as set forth in Section 11, above; and in the event the Lessee shall fail, neglect, or refuse to immediately repair and reconstruct said damage or injury to said Lessor right-of-way or facilities, the same may be done by the Lessor and the cost and expense shall be immediately paid by the Lessee to the Lessor.

13. INSPECTIONS AND FEES: All work performed by Lessee shall be subject to inspection by and approval of the Lessor & its representative(s).

14. CITY ORDINANCES AND REGULATIONS: Nothing herein shall be deemed to direct or restrict the Lessor's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this Lease, including any reasonable ordinances made in the exercise of its policing powers in the interest of public safety and for the welfare of the public. The Lessor shall have

the authority by appropriate regulations to decide the location, elevation, and manner of construction and maintenance of any facilities by Lessee, and Lessee shall attempt to reasonably conform with all such regulations, unless compliance would cause Lessee to violate other requirements/regulations.

15. ALTERATIONS: The Lessee shall not make alterations or additions to the leased premises without the Lessor's prior written consent.

16. ASSIGNMENT: The Lessee will not assign or sublet the premise, in whole or in part without the prior written consent of the Lessor. In no event shall the Lessee be relieved of its obligation under this Lease. Lessor may withhold consent for assignment as is reasonable.

17. CASUALTY: If the Leased Premises shall be substantially damaged or destroyed in any single casualty so that the Leased Premises shall be unsuitable for restoration for Lessee's continued use and occupancy, then, at Lessee's option and in lieu of rebuilding, replacing, or repairing the Leased Premises as provided herein, Lessee may give notice to Lessor, within 30 days after the occurrence of such damage or destruction, of Lessee's intention to terminate this Lease on any business day specified in such notice which occurs not less than 15 nor more than 60 days after the giving of such notice by Lessee, provided that such notice shall be accompanied by a certificate of Lessee, signed by the Mayor of Lessee stating that, in the judgment of the Mayor or Council of Lessee, the Leased Premises are unsuitable by reason of such damage or destruction for Lessee's continued use and occupancy.

18. LESSEE'S OBLIGATIONS UNCONDITIONAL: All payments required of Lessee hereunder shall be paid without notice or demand and without setoff, counterclaim, or defense for any reason and without abatement or deduction or defense thereof. Lessee will not suspend or discontinue any terms or agreements within this Lease Agreement except under the terms herein. Lessee will not terminate this Lease Agreement for any cause, including but not limited to any acts or circumstances that may constitute failure of consideration, destruction or damage to the facility, the taking of the facility by condemnation or otherwise, the lawful prohibition of the Lessee's use of the facility, the interference with such use by any private person or corporation, the invalidity or unenforceability or lack of due authorization or other infirmity of the Lease Agreement, or lack of right, power or authority of Lessor to enter into this Lease Agreement, eviction by paramount title, commercial frustration of purpose, bankruptcy or insolvency of the Lessor, change in the tax or other laws or administrative rulings or action of the United States of America or of the State of Nebraska or any political subdivision thereof, or failure of Lessor to perform and observe any agreement, whether expressed or implied or any duty, liability, or obligation arising out of or connected with this Lease Agreement, or for any other cause whether similar or dissimilar to the foregoing any present or future law to the contrary notwithstanding, it being the intention of the Parties hereto that the Lease be consistent with the terms and intentions of the Parties' Water Supply Contract, dated: December 22, 2020.

19. LESSEE'S RIGHTS, DUTIES, & RESPONSIBILITIES:

A. Lessee shall have the right to enter upon the property with such personnel, vehicles, and equipment as the Lessee deems necessary and appropriate for the purpose of this Lease throughout the lease term.

B. The Lessee shall provide the Lessor with advanced notice of the approximate date of construction and ongoing maintenance and shall consult with the Lessor regarding minimizing inconvenience to the Lessor.

C. The Lessee shall restore and maintain the surface of the leased premises throughout the term of the Lease maintaining the original contour and character and employing methods to prevent surface erosion on unnecessary damage to the leased premises.

D. The Lessee shall maintain the leased premises in good condition, free of nuisance, and in compliance with all applicable governmental laws, ordinances, codes, rules, regulations, and requirements.

E. The rights herein by the Lessee may be exercised by the Its, employees, agents, contractors, and successors, provided it is done so for the purposes and intentions of the Parties' Water Supply Contract (Dec. 22, 2020) and pursuant to the terms therein.

F. All rights and privileges herein shall be subject to easements, reservations, and restrictions of record, existing on the date of this Lease Agreement.

20. ASSIGNMENT, LEASING, SELLING: The right of assignment, lease sale and transfer of facilities thereon may be agreed to by the Parties as it relates to the security interests of the Lessor & Lessee during the terms of this Lease Agreement.

LESSOR,
City of Auburn, Nebraska. By

_____, It's Mayor

ATTEST:

Sherry Heskett, Municipal Clerk
of City of Auburn, Nebraska
(Seal)

STATE OF NEBRASKA, COUNTY OF NEMAHA)) ss.

The foregoing instrument was acknowledged before me on this ____ day of _____, 2022, by R. Daniel White, Mayor, & Sherry Heskett, Municipal Clerk, City of Auburn, NE, herein referred to as Lessor.

Notary Public

City of Auburn, Nebraska, BPW, By

_____, Its General Manager.

STATE OF NEBRASKA, COUNTY OF NEMAHA)) ss.

The foregoing instrument was acknowledged before me on this ____ day of _____, 2022, by Board Chairman, City of Auburn, NE, BPW, herein referred to as Lessor.

Notary Public

LESSEE/TENANT,
City of Peru, Nebraska. By

_____, It's Mayor

ATTEST:

_____, Municipal Clerk/Deputy
of City of Peru, Nebraska
(Seal)

STATE OF NEBRASKA, COUNTY OF NEMAHA)) ss.

The foregoing instrument was acknowledged before me on this _____ day of _____, 2022, by David Pease, Mayor, & _____, Municipal Clerk/Deputy, City of Peru, NE, herein referred to as Lessee &/or Tenants.

Notary Public

Attachment: Exhibit A – Legal description of leased premises.
Incorporated - *Water Supply Contract, dated December 22, 2020.*