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.
February 13, 2023

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

C – 1 City Audit Presentation - FORVIS
C – 2 4 County Collaborative Youth Community Presentation
C – 3 Proclamation – March as Problem Gambling Awareness Month

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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 January 9, 2023 regular City Council meeting

D – 2 Approval of City Financial Report.

D – 3 Request for attendance at meetings and/or conferences. – Leadership Nebraska Application Crystal Dunekacke (June 21-23, August 16-18, September 13-15, October 18-20, November 15-17, 2023, January 10-12, 2024, Feb 8, 2024). Nebraska Municipal Clerk Institute & Academy – Shery Heskett (March 13-17, Kearney, NE)

D – CONSENT AGENDA (Cont'd)

D – 4 Appointments – Auburn Volunteer Fire Department: Melody Billings

D – 5 Christina Hatcher and Leslie Clark – Auburn Street Market – Thursdays May 11 to September from 4:30 - 7:30 pm Permission to use City parking lot

D – 6 Cont'd tabling of consideration of proposed 1st Amendment to City of Auburn, NE, Wellhead Protection Ord. No. 5-18

E – PAYMENT OF CLAIMS

E – 1 Approving Payment of Claims

F – PUBLIC HEARINGS

F – 1 None for this meeting

G – MOTIONS

G – 1 Council Consideration by motion for approval of a contract with JEO Consulting for storm damage repair bids.

G – 2 Council Consideration by motion for participation in the formation of a Creative District with community partners.

G – 3 Council Consideration by motion for approval of a contract with the Nebraska Department of Economic Development for Nebraska Affordable Housing Trust Fund Program.

G – 4 Strategy session with legal counsel &/or real estate expert/agent for negotiations on the City's possible acquisition of land for the benefit of the public & the community.

H – RESOLUTIONS

H – 1 None for this meeting.

I – ORDINANCES

I – 1 None for this meeting.

J – REPORTS & RECOMMENDATIONS

J – 1 From Dept. Heads/Boards

a. Street Department
b. Fire Department
c. Library
d. Treasurer
e. Airport Report
f. Board of Health

J – 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

K – REQUESTS AND REFERRALS

K – 1 None for this meeting

MOTION TO ADJOURN

AGENDA ITEM
NO C-3

City of Auburn

1101 J Street
Auburn, Nebraska 68305

402-274-3420
402-274-4154 fax
www.auburn.ne.gov

MAYOR

Chris Erickson

COUNCIL MEMBERS

Katy Billings

Shawn Clark

Tom Clark

Rick Janssen

Jeff Jeanneret

Nathan Seitz

MARCH PROBLEM GAMBLING AWARENESS MONTH

WHEREAS, there are individuals and families in our community adversely affected by problem gambling; and

WHEREAS, compulsive gambling is often hidden from family members, social services and mental health professionals; and

WHEREAS, compulsive gambling often occurs in combination with other disorders such as chemical dependency and depression; and

WHEREAS, it is important to raise awareness of the warning signs of compulsive gamblers and connect them with professional help.

NOW, THEREFORE, I, Chris Erickson, Mayor of Auburn, Nebraska, do hereby proclaim March 2023, as "**Problem Gambling Awareness Month**" and urge citizens to learn more about the consequences of problem gambling and help available through the Nebraska Gamblers Assistance Program.

Signed: _____
Mayor Chris Erickson

Date: _____

NEBRASKA Economic Development Certified Community

EQUAL HOUSING OPPORTUNITY

AGENDA ITEM NO

D-1

City Council Proceedings
January 9, 2023

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 January 9, 2023, 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 January 6, 2023. Mayor Chris Erickson presided over the meeting and the City Clerk recorded the proceedings.

The meeting was called to order by Mayor Chris Erickson. Upon calling the roll, the following members of the City Council were present: Katy Billings, Shawn Clark, Tom Clark, Rick Janssen, Jeff Jeanneret, and Nathan Seitz. Absent: No one.

Mayor Erickson 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 for this meeting.

Agenda Item D – Consent Agenda
D – 1 Approving Minutes of December 12, 2022, regular City Council Meeting and December 28, 2022, special City Council meeting

D – 2 Approval of City Financial Report

D – 3 Request for attendance at meetings and/or conferences – League Midwinter Conference in Lincoln (February 27-28) Crystal Dunekacke, Chris Erickson, Sherry Heskett and Morgan Ritchie (split with City of Peru)

D – 4 Appointments: Planning Commission Alternate – Jeff Jones, Board of Adjustment – Kent Clark, Scott Kudrna (Alternate)

D – 5 Approval of Special Designated Liquor License Applications submitted by Ruth Heywood at Gallery 75, 1122 J Street, Auburn Nebraska for February 11 and March 16

The Mayor presented the Consent Agenda. Council Member Jeanneret moved to approve the Consent Agenda Items as presented. The motion was seconded by Council Member Tom Clark. Upon roll call vote: 6 yeas, 0 nays and 0 absent. The following Council Members voted "YEA": Shawn Clark, Tom Clark, Janssen, Jeanneret, Seitz, and Billings. The following voted "NAY": No one. Motion: Carried.

Agenda Item E – Payment of Claims. The following December claims were presented before the Council for ratification: AFLAC, Wh-73.80; American Recycling & Sanitation, Se-59.25; Baird Holm LLP, Se-1,131.00; BCom Solutions LLC, Se-1,430.00; Black Hills Energy, Ut-850.57; Board of Public Works, Reim-Ut-28,198.36; Charles Krueger, Local Housing Program Reim-4,129.35; Charter Communications, Se-284.76; City of Auburn, CRA Reim West Waterline-14,765.41; First Concord Benefits Group, Se-10.85; Holiday Outdoor Décor, Lights-20,664.20; Lavigne Construction Inc., Real Estate Option-800.00; Linda Bantz, Se-400.00; Mark Harms, Ex-500.00; Nemaha County, Se-31,500.00; North Star Mutual, Ins-493.00; Region V Services, Se-405.00; Windstream, Se-16.22; December Payroll-47,185.13; FICA City Match-3,521.17; Pension City Match-1,725.48; PayChex Payroll Se-217.85; PayChex FSA Se-40.00; Mid-American Benefits, Medical Claims-96.79; Auburn State Bank, Fe-19.30; Guardian, Ins-531.77. The following January claims were presented for ratification: American Recycling & Sanitation, Se-145.00; BCom Solutions, Se-1,430.00; Blue Cross-Blue Shield, Ins-7,075.91; Board of Public Works, Ut-7,303.65; Capital Business Systems Inc., Se-Su-341.87; First National Bank Omaha, Card Transactions-542.02; Linda Bantz, Se-400.00; Mid-American Benefits Inc., Ins-89.50; Mutual of Omaha, Ins-74.60; Nemaha County, Se-34,650.00; Solutions Computer Sales and Service, Equip-1,079.96. The following January claims were presented for approval: Airstream Heating and Cooling, Se-501.90; AKRS Equipment, Su-8.84; Amazon Capital Services, Bk-AV-199.38; Amazon, Bk-AV-383.24; American Library Association, Mem-175.00; Auburn Chamber of Commerce, ED-110.00; Auburn Design Shop, Su-237.65; Auburn Mem. Library Petty Cash, Su-102.32; Auburn Newspapers, Se-2,010.68; Auburn Plumbing, Htg. & AC, Su-102.32; Baker & Taylor, Bk-AV-347.11; Bulldog Auto Supply, Su-24.56; Dell Marketing, Equip-1,095.21; Eakes Office Solutions, Su-408.55; Filter Care, Se-28.15; Follett School Solutions Inc., Su-210.91; Greenwade Tree Service, Se-1,400.00; Jackson Services Inc., Se-119.38; JEO Consulting Group Inc., Se-13,779.00; Lynch's Hardware & Gifts, Su-12.48; Martin Marietta Materials, Su-8,998.98; Mellage Truck & Tractor, Su-124.56; Microfilm Imaging Systems Inc., Equip-138.00;

Midwest Service and Sales Co., Su-113.20; Nebraska Supreme Court, Ref-195.70; Nemaha County Nebraska, Reim-1,492.43; OCLC Inc., Sub-132.80; Overdrive Inc., Bk-AV-452.46; Ricoh USA Inc., Su-14.64; Sack Lumber Co., Su-18.98; The Penworthy Co., Bk-AV-176.78.

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-Subscriptions; TIF-Tax Increment Financing; Ut-Utilities; Wh-Withholding.

Agenda Item E – Payment of Claims. 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 Seitz. Upon roll call vote: 6 yeas, 0 nays and 0 absent. The following Council Members voted "YEA": Tom Clark, Janssen, Jeanneret, Seitz, Billings, and Shawn Clark. The following voted "NAY": No one. Motion: Carried.

Mayor Erickson opened the public hearing. The purpose of the public hearing being to obtain public comment and/or objection to the proposed 1st Amendment to City of Auburn, NE, Wellhead Protection Ordinance No. 5-18: "AN ORDINANCE TO PROVIDE FOR AN AMENDMENT AND RESTATEMENT OF THE WELLHEAD PROTECTION OVERLAY ZONE FOR THE CITY OF AUBURN, NEBRASKA IN NEMAHA COUNTY PURSUANT TO SECTION 17-536 OF THE REVISED STATUTES OF NEBRASKA BY ESTABLISHING LIMITATIONS UPON THE LOCATION OF POTENTIAL SOURCES OF POLLUTION OR INJURY TO THE MUNICIPAL WATER SUPPLY; TO ESTABLISH RULES AND REGULATIONS DEFINING AND ENFORCING SUCH LIMITATION; TO PROVIDE PROCEDURES FOR IMPLEMENTATION OF RULES AND REGULATION; AND TO PROVIDE FOR AN EFFECTIVE DATE." The following individuals came to the podium and gave public comment: Ryan Gerdes, Steve Mossman (Attorney with Mattson Ricketts Law Firm), Vanessa Silke (Attorney with Baird Holm LLP), Bryce Andrew, Ryan Rieschick, Jim Gerdes, and Jane Andrew. After allowing time for public comments, questions, and discussion, the public hearing was closed.

The proposed 2022 City of Auburn New Construction Program Guidelines were presented for consideration. Council Member Billings moved to approve the 2022 City of Auburn New Construction Program Guidelines. The motion was seconded by Council Member Janssen. Upon roll call vote: 6 yeas, 0 nays and 0 absent. The following Council Members voted "YEA": Janssen, Jeanneret, Seitz, Billings, Shawn Clark, and Tom Clark. The following voted "NAY": No one. Motion: Carried.

With regards to Agenda Item (G-2) Council consideration by motion for a contract with JEO Consulting for storm damage repair services, it was announced that a proposed contract has not been received, therefore no action would be taken.

It was noted that the information has not been received on Agenda Item (H-1) 01-23 Resolution Amending Res No. 19-22: Blight Study, therefore no action would be taken.

With regards to Agenda Item I – 1 Consideration by City Council of proposed 1st Amendment to City of Auburn, NE, Wellhead Protection Ord. No. 5-18: AN ORDINANCE TO PROVIDE FOR AN AMENDMENT AND RESTATEMENT OF THE WELLHEAD PROTECTION OVERLAY ZONE FOR THE CITY OF AUBURN, NEBRASKA IN NEMAHA COUNTY PURSUANT TO SECTION 17-536 OF THE REVISED STATUTES OF NEBRASKA BY ESTABLISHING LIMITATIONS UPON THE LOCATION OF POTENTIAL SOURCES OF POLLUTION OR INJURY TO THE MUNICIPAL WATER SUPPLY; TO ESTABLISH RULES AND REGULATIONS DEFINING AND ENFORCING SUCH LIMITATION; TO PROVIDE PROCEDURES FOR IMPLEMENTATION OF RULES AND REGULATION; AND TO PROVIDE FOR AN EFFECTIVE DATE.", Council Member Billings moved to table action. The motion was seconded by Council Member Tom Clark. Upon roll call vote: 6 yeas, 0 nays and 0 absent. The following Council Members voted "YEA": Jeanneret, Seitz, Billings, Shawn Clark, Tom Clark, and Janssen. The following voted "NAY": No one. Motion: Carried.

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 December 2022 was also provided.

Agenda Item K – 1 Request by Brandon and Leah Wehenkel for an extension to complete new construction housing grant project. Council Member Janssen moved to approve an extension of 3 months to complete their new construction housing grant project. The motion was seconded by Council Member Tom Clark. Upon roll call vote: 6 yeas, 0 nays and 0 absent. The following Council Members voted "YEA": Seitz, Billings, Shawn Clark, Tom Clark, Janssen, and Jeanneret. The following voted "NAY": No one. Motion: Carried.

There being no further business to come before the Mayor and Council, Council Member Tom Clark moved for adjournment to meet at the call of the Mayor. The motion was seconded by Council Member Seitz. Upon roll call vote: 6 yeas, 0 nays and 0 absent. The following Council Members voted "YEA": Billings, Shawn Clark, Tom Clark, Janssen, Jeanneret, and Seitz. The following voted "NAY": No one. Motion: Carried.

Mayor Erickson declared the meeting adjourned.

Sherry Heskett
City Clerk

Chris Erickson
Mayor

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

AGENDA ITEM
NO
D-1

Auburn, Nebraska
January 9, 2023

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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 December 2022 was also provided.

TREASURER'S REPORT
CALENDAR 1/2023, FISCAL 4/2022

AGENDA ITEM NO

D-2

ACCOUNT TITLE	LAST REPORT ON HAND	RECEIVED	DISBURSED	BALANCE
GENERAL CHECKING	2,389,832.38	193,423.58	117,908.67	2,465,347.29
AM RESCUE ACT FUND CHECKING	588,307.26			588,307.26
STREET CHECKING	696,584.07	53,121.15	89,909.36	659,795.86
STREET BOND/WARRANT CHECKING	20,238.48			20,238.48
TOTAL CHECKING:	3,694,962.19	246,544.73	207,818.03	3,733,688.89
TOTAL FIRE DEPT SINKING	125,414.83	.00	.00	125,414.83
TOTAL KENO RESERVE MMA:	36,851.99	749.32	.00	37,601.31
TOTOL KENO CHECKING	20,441.33	688.16	379.00	20,750.49
TOTAL CDBG CHECKING	7,060.95	.00	.00	7,060.95
TOTAL CDBG DTR REUSE	95,711.60	923.08	.00	96,634.68
TOTAL CDBG HD SAVINGS:	7,955.08	112.16	.00	8,067.24
TOTAL CRA CHECKING	892,482.60	45,333.77	4,106.50	933,709.87
TOTAL CITY REC CHECKING	64,543.12	.00	.00	64,543.12
GENERAL CD	101,469.94			101,469.94
TOTAL C.D.'S:	101,469.94	.00	.00	101,469.94
TOTAL CASH ON HAND:	5,046,893.63	294,351.22	212,303.53	5,128,941.32

AGENDA ITEM NO D-4

APPLICATION FOR MEMBERSHIP

Auburn Volunteer Fire Department

This application is to be completed by the Applicant and presented to the Auburn Volunteer Fire Department for their approval.

Name Mercy Billings

Occupation student

Address [illegible] I Street

Business Address N/A

Home Phone N/A

Cell Phone

Work Phone N/A

Birth Date

Married ____ Single X No. Dependents 0

Drivers License #

Formal Education high school

E-Mail address

Fire Fighter or EMT certifications N/A

Physical Ailments or Disabilities N/A

Have you ever been convicted of a felony? YES NO

Are you willing to take a Physical Examination if required? YES NO

Do you realize that the Fire Department is not a social club; and that as a member you will be required to give freely of your time to attend fires, meetings, drills, and to work on any committee that you may be appointed to? YES NO

Employer N/A

How long have you been with your present employer? ____ How long with previous employer? ____

Present working hours

We, the undersigned find the character of the applicant satisfactory for application as a member in the Auburn Volunteer Fire Department.

Signature [illegible] Print Name Derek Bohling Date 12-4-22

Signature Cade McFarland Print Name Cade McFarland Date 12/4/2022

Signature [illegible] Print Name Tim Hager Date 12/4/2022

Signature [illegible] Print Name Andy Behmenda Date 12/6/22

I, the undersigned have made application for membership in the Auburn Volunteer Fire Department, and agree to attend at least Five (5) of the Six (6) meetings after being appointed to the Department by the membership. If I do not attend the meetings as required during the first Six (6) months, my membership is hereby void. By signing this document, I understand and agree that the Auburn Volunteer Fire Department can and will obtain background information that may include one or more of the following: (i) verification of certifications; (ii) DMV checks (including driving record history); (iii) criminal background information. I understand that Auburn Volunteer Fire Department will request information from sources in accordance with applicable law and will utilize such information only for purposes of determining my suitability and eligibility for membership. I understand and consent to Auburn Volunteer Fire Department obtaining and using such information for these purposes.

Applicant's Signature [illegible] Date 12/3/2022

AGENDA ITEM NO

D-5

REQUEST FOR FUTURE AGENDA ITEM

If you have a topic that you would like the City Council to discuss at a future meeting, please list your name, address, telephone number/email address, and your requested topic. This will be reviewed and possibly scheduled for a future meeting, or it may be forwarded to the appropriate City staff/personnel/committee. If your item is scheduled for a future City Council Meeting, you will be notified of the date of the meeting. The City Council regularly meets the second Monday of each month at 7:00 p.m. in City Council Chambers at Auburn City Hall (subject to holidays or an unforeseen closure).

NAME: Christina Hubber / Leslie Clark DATE OF REQUEST: 1/30/23

ADDRESS: 1101 J Street

TELEPHONE #: 402-414-7850 EMAIL: auburnchamberofcommerce@gmail.com

IDENTIFY REQUESTED TOPIC: We're requesting use of the Auburn City parking lot next to Korner Kitchen on Thursdays May 11th - September, 4:30-7:30 pm weekly for an Auburn Street Market - a homemade + homegrown market

(May use back of this page if needed for further description)

For Administrative Purposes:

Date Request Received: _____ Received by: _____

Personnel/Committee Reviewed by: _____

Action Taken: _____

Follow up Needed: _____

Signed: _____ Date: _____

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: 1/06/2023- 1/31/2023

AGENDA ITEM NO E-1

VENDOR NAME	REFERENCE	VENDOR TOTAL
GENERAL FUND		
ADMIN		
AFLAC	AFLAC WH	147.60
AMERICAN RECYCLING SANITATION	GARBAGE SERVICE/RECYCLING	145.00
BLUE CROSS-BLUE SHIELD	HEALTH INSURANCE	3,001.90
AUBURN BPW	REIMBURSEMENT	424.08
FIRST CONCORD BENEFITS GROUP	ADMIN CASH IN LIEU	13.95
MATT GULIZIA	HOUSING PROGRAM NEW CONSTRUCT	5,000.00
MID-AMERICAN BENEFITS INC	HEALTH INSURANCE	41.50
MUTUAL OF OMAHA	LIFE INSURANCE	28.80
NE DEPT. OF REVENUE	SALES AND USE TAX RETURN	24.11
PINPOINT AUBURN INC	PHONE AND BROADBAND SERVICES	650.94
REGION V SERVICES	CLEANING SERVICE	125.00
CHARTER COMMUNICATIONS	TV RECEIVER SERVICE SR CENTER	25.62
US CELLULAR	CELL PHONE ACCT	67.24
WINDSTREAM NEBRASKA INC	PHONE ACCT	16.44
	ADMIN TOTAL	9,712.18
FIRE DEPARTMENT		
BLACK HILLS ENERGY	GAS BILL ACCT	1,060.61
PINPOINT AUBURN INC	PHONE AND BROADBAND SERVICES	150.00
REGION V SERVICES	CLEANING SERVICE	50.00
CHARTER COMMUNICATIONS	PHONE ACCT	114.55
	FIRE DEPARTMENT TOTAL	1,375.16
PARK DEPARTMENT		
NE DEPT. OF REVENUE	SALES AND USE TAX RETURN	1,339.33
	PARK DEPARTMENT TOTAL	1,339.33
SR. CENTER DEPARTMENT		
BLACK HILLS ENERGY	GAS BILL ACCT	92.45
REGION V SERVICES	CLEANING SERVICE	200.00
	SR. CENTER DEPARTMENT TOTAL	292.45
LIBRARY DEPARTMENT		
BLUE CROSS-BLUE SHIELD	HEALTH INSURANCE	1,072.11
AUBURN BPW	REIMBURSEMENT	7.33
MID-AMERICAN BENEFITS INC	HEALTH INSURANCE	12.00
MUTUAL OF OMAHA	LIFE INSURANCE	7.20
NE DEPT. OF REVENUE	SALES AND USE TAX RETURN	48.21
WINDSTREAM NEBRASKA INC	PHONE ACCT	123.20
	LIBRARY DEPARTMENT TOTAL	1,270.05
POOL DEPARTMENT		
BLACK HILLS ENERGY	GAS BILL ACCT	35.62
NE DEPT. OF REVENUE	SALES AND USE TAX RETURN	34.00
CHARTER COMMUNICATIONS	PHONE ACCT	146.92

VENDOR NAME	REFERENCE	VENDOR TOTAL
	POOL DEPARTMENT TOTAL	216.54
	GENERAL FUND TOTAL	14,205.71
STREET FUND		
BLACK HILLS ENERGY	GAS BILL ACCT 6074728343	297.16
BLUE CROSS-BLUE SHIELD	HEALTH INSURANCE	3,001.90
AUBURN BPW	REIMBURSEMENT DENTAL WH	150.76
CHARTER COMMUNICATIONS	PHONE ACCT 8347100220053352	32.12
HUSKER AUTO GROUP LLP	2023 CHEVROLET SILVERADO	41,999.00
MID-AMERICAN BENEFITS INC	HEALTH INSURANCE	36.00
MUTUAL OF OMAHA	LIFE INSURANCE CITY	38.60
PINPOINT AUBURN INC	PHONE AND BROADBAND SERVICES	64.99
US CELLULAR	CELL PHONE ACCT	67.24
	TOTAL	45,687.77
	STREET FUND TOTAL	45,687.77
KENO FUND		
KENO BETTERMENT		
NE DEPT. OF REVENUE	KENO TAX OCT-DEC 2022	379.00
	KENO BETTERMENT TOTAL	379.00
	KENO FUND TOTAL	379.00
COMM REDEVELOP AUTHORITY		
BAIRD HOLM LLP	LEGAL SERVICES	4,106.50
	TOTAL	4,106.50
	COMM REDEVELOP AUTHORITY TOTAL	4,106.50
	Accounts Payable Total	64,378.98

CLAIMS REPORT
Check Range: 2/01/2023- 2/09/2023

AGENDA ITEM NO E-1

VENDOR NAME	REFERENCE	VENDOR TOTAL
GENERAL FUND		
ADMIN		
AIRSTREAM HEATING AND COOLING	HVAC SERVICE	2,066.66
AMERICAN LEGAL PUBLISHING	INTERNET RENEWAL OF CODES	448.96
ANGELO M. LIGOURI	LEGAL SERVICES	6,600.38
AUBURN AUTO CENTER	TIRE REPAIR	23.50
AUBURN NEWSPAPERS	PUBLISHING	900.84
BLUE RIVERS AAA	SUPPORT OF SERVICES-TRANSPORTA	1,500.00
EAKES OFFICE SOLUTIONS	SUPPLIES	390.38
JEO CONSULTING GROUP INC.	PROFESSIONAL SERVICES	4,525.00
LEAGUE ASSOC OF RISK MANAGEMEN	AUTO INSURANCE	203.95
LYNCH'S HARDWARE & GIFTS	SUPPLIES	23.98
MEYER LABORATORY INC	SUPPLIES	261.25
MICROFILM IMAGING SYSTEMS INC	EQUIPMENT RENTAL	138.00
PETTY CASH	PETTY CASH	137.84
RAYMOND'S ELECTRIC	LED LIGHT FIXTURES	12,650.00
SOUTHEAST AREA CLERKS ASSOC.	MEMBERSHIPS	20.00
	ADMIN TOTAL	29,890.74
FIRE DEPARTMENT		
EMERGENCY APPARATUS MAINTENANC	TRUCK MAINTENANCE	4,961.01
MELLAGE TRUCK & TRACTOR	TRUCK MAINTENANCE	620.02
	FIRE DEPARTMENT TOTAL	5,581.03
PARK DEPARTMENT		
D HAUPTMAN CO/FOLD-A-GOAL	SOCCER NETS	825.00
FRONTIER COOPERATIVE	SUPPLIES	114.00
	PARK DEPARTMENT TOTAL	939.00
SR. CENTER DEPARTMENT		
AIRSTREAM HEATING AND COOLING	HVAC/COOLER SERVICE	350.00
MEYER LABORATORY INC	SUPPLIES	45.90
RAYMOND'S ELECTRIC	LED LIGHTS	4,180.00
	SR. CENTER DEPARTMENT TOTAL	4,575.90
LIBRARY DEPARTMENT		
AMAZON CAPITAL SERVICES	BKS/AVS	537.27
AMAZON	BKS/AVS	119.85
AUBURN MEM. LIBRARY PETTY CASH	POSTAGE/ILL	108.63
BAKER & TAYLOR	BKS/AVS	367.35
BLACKSTONE PUBLISHING	BKS/AVS	310.35
DEMCO	SUPPLIES	53.39
OCLC INC	ILL/SUBSCRIPTION	66.40
OVERDRIVE, INC.	BKS/AVS	150.00
RICOH USA, INC	EQUIPMENT COPIES	34.17
THE PENWORTHY COMPANY	BKS/AVS	348.37
	LIBRARY DEPARTMENT TOTAL	2,095.78

VENDOR NAME	REFERENCE	VENDOR TOTAL
POOL DEPARTMENT		
MENARDS	MAINTENANCE	192.62
	POOL DEPARTMENT TOTAL	192.62
	GENERAL FUND TOTAL	43,275.07
STREET FUND		
A-1 CELLULAR	PHONE BELT/HOLSTER	39.99
AKRS EQUIPMENT	PARTS	10.87
BOO INC DBA BOBCAT OF OMAHA	EQUIPMENT RENTAL	3,500.00
BULLDOG AUTO SUPPLY INC	PARTS/SUPPLIES	126.04
EGGERS BROTHERS INC	PARTS/SUPPLIES	25.03
FILTER CARE	CLEANED FILTERS	43.70
GREENWADE TREE SERVICE	TREE SERVICES	1,600.00
JEO CONSULTING GROUP INC.	PROFESSIONAL SERVICES	16,671.00
JOHN CLARK	PAINTING	160.00
LYNCH'S HARDWARE & GIFTS	SUPPLIES	8.50
MARTIN MARIETTA MATERIALS	CHIP SEALING MATERIALS	3,503.27
NEBRASKA SNOW EQUIPMENT	PARTS	553.00
RAYMOND'S ELECTRIC	LED LIGHTS	2,560.00
VANDER HAAG'S INC.	PARTS	853.93
	TOTAL	29,655.33
	STREET FUND TOTAL	29,655.33
	Accounts Payable Total	72,930.40

AGENDA ITEM NO

G-1

AGREEMENT
BETWEEN OWNER AND ARCHITECT
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of January 06, 2023 ("Effective Date") between City of Auburn ("Owner") and JEO Architecture, Inc. ("Architect").

Owner's project, of which Architect's services under this Agreement are a part, is generally identified as follows:

City of Auburn – Roof Replacements – Architectural Design Services ("Project").

Architect's services under this Agreement are generally identified as follows: JEO will provide Architectural Design Services for the roof replacement of multiple city facility for the city of Auburn as described in the Architect's scope of services - Exhibit A.

Owner and Architect further agree as follows:

ARTICLE 1 - SERVICES OF ARCHITECT

1.01 Scope

A. Architect shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - Compensation

3.01 Compensation

A. Owner shall pay Architect as set forth in Exhibit A and per the terms in Exhibit B.

B. This project is to be billed as a **Lump Sum Fee = $86,000.00 through Bidding. (Construction Administration hourly).**

C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Architect. The current Standard Hourly Rate Schedule is available upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

5.02 Total Agreement

A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Architect and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

This Agreement will be effective on _____, 2023 (which is the Effective Date of the Agreement).

Owner:

_____

By: _____

Title: _____

Date Signed: _____

Address for giving notices:

_____

_____

_____

Architect: JEO Architecture, Inc.

_____

By: Corey E. Brodersen

Title: Architecture Department Manager

Date Signed: January 06, 2023

Address for giving notices:

JEO Architecture, Inc.

2000 Q Street, Suite 500

Lincoln, NE 68503

January 6, 2023

EXHIBIT 'A'

Crystal Dunekacke City Administrator / Economic Developer
City of Auburn
1101 J Street
Auburn, NE 68305

RE: City of Auburn | Roof Replacements – Architectural Design Services

Dear Crystal:

JEO Architecture, Inc. is pleased to have the opportunity to provide this proposal to the City of Auburn for the Roof Replacement project in Auburn, Nebraska for multiple city facilities. We appreciate your confidence in us to complete this project. What follows is our understanding of the scope of the project and a proposal to complete the work.

The following is broken down into three (3) Primary Sections. First, I will briefly describe **YOUR PROJECT**. Then I will discuss our proposed **SCOPE OF SERVICES,** and finally our proposed **TERMS AND CONDITIONS.**

YOUR PROJECT:

Due to an inclement weather event and as a result of an insurance claim, the City of Auburn is intending to remove and replace multiple roof systems on existing city facilities. The roof systems to be replaced located in Auburn are as outlined in the insurance report prepared by West Nebraska Claims Service.

Based on the report prepared by West Nebraska Claims Service, 30 roof structures are identified at 13 locations. The types of roofs include sprayed urethane, epdm membrane, standing seam metal, asphalt shingles and wood shingles. In addition, various fascia materials, gutters and downspouts are included.

The work identified in the report is expected to require only the necessary architectural design services of JEO Architecture, Inc. Should additional consulting services be necessary (i.e., mechanical, electrical, or structural design), JEO will notify the City of Auburn and Insurance representatives of any additional services prior to proceeding with any necessary design work. Time for additional services of sub-consultants will be billed based on 2023 standard billing rates.

SCOPE OF SERVICES:

Based on the program defined above, JEO proposes to prepare formal Construction Documents, assist in acquiring competitive bids during the Bidding phase, and perform Construction Administration services during Construction (based on an hourly rate) for all projects.

These services are described below.

1) CONSTRUCTION DOCUMENTS:

a) JEO will prepare, for your approval, Construction Documents consisting of Drawings and Specifications setting forth the requirements for the construction of the Project defined above. The Construction Documents will include a combination of drawings and photographs along with specifications detailing the project scope of work. Documents will be prepared based on the scope of work as defined in the insurance report. Scope required beyond the limits of the report shall be considered additional services and shall be performed at an hourly rate.

b) JEO will assist you in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between you and your Contractor.

c) At this commencement of this phase, JEO will conduct an on-site review of the buildings to assist in development of the bid /construction documents.

2) BIDDING:

a) JEO will prepare multiple bidding packages based on roofing types.

b) JEO will assist in answering contractor questions during the bidding phase.

c) JEO will issue any addenda prior to the bid opening if necessary.

d) JEO will assist with conducting a pre-bid meeting to be in Auburn, NE. The pre-bid will occur on the same day for all bidding packages at a time to be determined.

e) JEO will assist with receipt and opening of bids.

f) JEO will provide a review of the received bids and provide a bid recommendation.

g) JEO will prepare contracts for construction between Owner and successful Contractor.

3) CONSTRUCTION ADMINISTRATION:

a) JEO will provide construction administration of the Contract for Construction.

b) JEO will be a representative of and will advise and consult with the Owner during the administration of the Contract for Construction. JEO will have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

c) JEO shall remain familiar with the project to keep the Owner informed about the progress and quality of the Work completed.

d) JEO will endeavor to guard the Owner against defects and deficiencies in the Work.

e) JEO will report to the Owner known deviations from the Contract Documents.

f) JEO will review and certify the amount due the Contractor and will issue certificates in such amount.

g) JEO will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples.

h) JEO will prepare Change Orders and Construction Change Directives, with supporting documentation and data, as necessary.

i) JEO, as a representative of the Owner, will visit the site during construction at intervals appropriate to the progress of construction. The final site visit will be used to develop a final punch list. JEO will be responsible for following up the punch list items to ensure identified items have been rectified by the Contractor.

TERMS AND CONDITIONS:

1) COMPENSATION

a) City of Auburn Facilities

i) JEO proposes to provide the services defined above based on a Lump Sum fee of $86,000.00. This fee can be broken down as follows:

(1) Contract Documents:		$ 78,000.00
(2) Bidding:		$ 8,000.00
	Total:	$ 86,000.00

ii) JEO proposes to provide Construction Administration services hourly based on standard rates as required:

(1) Construction Administration: $ Hourly

2) PAYMENTS

a) Retainer: A retainer will not be required for this project.

b) Progress Payments: JEO will bill for services completed near the beginning of each month. All invoices will be considered delinquent after 45 days.

3) REIMBURSABLE EXPENSES

a) All reimbursable expenses are included with the exception of the following:

i) Large format production for Bidding and Construction purposes.

ii) Costs for permitting or other required approvals.

4) ADDITIONAL SERVICES

a) For approved Additional Service, work shall be completed at Standard Hourly Rates (see Exhibit 'B') or JEO will provide an amendment to the current agreement.

b) Current rates are in effect for calendar year 2023.

Exhibit B

JEO Architecture, Inc.
GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Architecture, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 45 days of receipt. Invoices are considered past due after 45 days.

If the owner fails to make any payment due to JEO for services and expenses within 45 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other harmless and their respective officers, directors, partners, employees,

and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

a. Workers' Compensation: Statutory
b. Employer's Liability
  i. Each Accident: $500,000
  ii. Disease, Policy Limit: $500,000
  iii. Disease, Each Employee: $500,000
c. General Liability
  i. Each Occurrence (Bodily Injury and Property Damage): $1,000,000
  ii. General Aggregate: $2,000,000
d. Auto Liability
  i. Combined Single: $1,000,000
e. Excess or Umbrella Liability
  i. Each Occurrence: $1,000,000
  ii. General Aggregate: $1,000,000
f. Professional Liability:
  i. Each Occurrence: $1,000,000
  ii. General Aggregate: $2,000,000
g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.
b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Architect shall require the same of each consultant.

DocuSign Envelope ID: 4CBDF44D-DCC6-4EF0-BF44-FA8B46DECF6D

AGENDA ITEM NO G-3

STATE OF NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT
NEBRASKA AFFORDABLE HOUSING TRUST FUND PROGRAM
(Regarding Homebuyer Housing Project: Auburn Homebuyer New Construction)
CONTRACT NO. 22-TFHP-36014

This contract is entered into between the State of Nebraska Department of Economic Development ("Department") and the City of Auburn, Nebraska, a Unit of Local Government, 1101 J Street, Auburn, Nebraska 68305 ("Recipient") upon the date of signature by both parties.

RECITALS:

A. Pursuant to the Nebraska Affordable Housing Act ("Act"), the Department is directed to administer the Affordable Housing Trust Fund ("Trust Fund") and make the funds on deposit therein ("Trust Funds") available to qualified Recipients.

B. The Department has been designated and empowered to receive, administer, and disburse Trust Funds to achieve an adequate supply of affordable housing for low-to-moderate income Nebraskans. The Department's and the Recipient's use of Trust Funds is governed by the Act, the Rules and Regulations Concerning the Administration of the Affordable Housing Act, Title 86 – Chapter 5 ("Rules") of the Nebraska Administrative Code, and the Nebraska Affordable Housing Trust Fund Application Guidelines ("Guidelines") published by the Department. The Act, Rules, and Guidelines are incorporated herein by this reference (collectively referred to as the "Program").

C. The Recipient has submitted an application ("Application") to the Department setting forth a project to provide affordable housing for low-to-moderate income Nebraskans using Trust Funds. The Application has been approved and is incorporated herein by this reference. The Trust Funds assistance will provide funds for the new construction of housing units that will be sold to eligible homebuyers.

The project consists of housing units located, or to be located, in Auburn, Nebraska (the "Project"). The units and the project requirements are further described in the Application and in the *Table of Project Requirements* found on the next page of this contract.

The two (2) units in the project will be designated as Trust Fund-assisted units. The units are to be located at the Auburn, Nebraska site, and remain for the affordability period of ten (10) years.

D. The Project housing units are to be owned by homebuyers who qualify as eligible for assistance under the Program and the terms of the Project approved in the Application. See Table of Project Requirements on the following page for additional Project details.

All percentage references in this table, e.g., 120%, include the implied phrase "at or below" prior to the % and the implied phrase "of the area median income per the most recent HUD income limits" after the %.

Table of Project Requirements	
Requirement Descriptions	**Data/Comment**
Total number of units in the Project→	02
Total number of NAHTF-assisted units→	02
Number of NAHTF units at **120%** Income Limit	02
Number of NAHTF units at **100%** Income Limit	00
Number of NAHTF units at **80%** Income Limit	00
Number of NAHTF units at **60%** Income Limit	00
Number of NAHTF units at **50%** Income Limit	00
Affordability period→	☒ Nebraska-imposed affordability period: 10 years.

Project is subject to: resale restrictions; recapture provisions; or other affordability ensuring provisions as checkbox marked here and as described in Part III of this contract. If no checkbox is marked here, the omission was inadvertent in the preparation of this contract, and the invocation of recapture provisions will be deemed to apply to this contract.

☐ Resale restrictions

☒ Recapture provisions will be invoked

☐ Other

Categories of homebuyers to be served→	☒ No restrictions	☐ Elderly aged **62** and older	☐ Elderly aged **55** and older	☐ Persons w/ disabilities (particulars below*)	☐ 'Other' (particulars below*)	[Reserved]

*Particulars as to persons w/disabilities or as to 'Other' category→ Not applicable.

AGREEMENT:

Premised on the Recitals above and in consideration of the mutual promises and understandings of the parties set forth below, the parties agree as follows:

PART I: TERMS AND CONDITIONS.

§1.01 Amount of and Conditional Nature of the Award of Trust Funds; Manner of Disbursement to Recipient.

The Department will disburse Trust Funds to the Recipient in a total amount not to exceed Five Hundred Thirty Thousand Dollars ($530,000).

The Trust Funds are a **conditional** award and must be used by the Recipient to carry out the Project. The conditions attached to the award generally include compliance with all the terms and conditions of this contract and more particularly include monitoring and enforcing:

(a) the eligibility requirements (including the income eligibility, ownership of the property eligibility, and the occupancy as the principal residence of the homebuyer requirement), and,

(b) the affordability period requirements through the imposition of liens, recapture requirements, or resale restrictions as required under the Program.

The Recipient will be held responsible for full repayment of the conditional award to the Department unless and until unconditional award status is achieved. The award will be declared unconditional if and when all conditions are satisfied. If the Recipient is required to repay all or any portion of the conditional award to the Department, the Recipient may pursue reimbursement of such funds (the funds repaid to the Department) from the homebuyer through enforcement of whatever contractual arrangements for repayment the Recipient may have. This may include, but is not limited to: promissory notes, attendant collateral lien instruments, land use restriction agreements, deed restrictions, or any combination of one or more of the above. The Recipient is solely responsible for securing its position with respect to the homebuyer and the real estate involved in the Project.

Recipient must request disbursements from the Department, and such requests shall be made in the form and manner prescribed by the Department. Disbursements may not be requested until Trust Funds are needed for the payment of eligible costs and the amount of disbursement requested must be limited to the amount needed. ***All*** payment requests must be supported by documentation as required by the Department, including but not limited to source documentation and proof of payment. All administrative and fiscal requirements for drawing Trust Funds will be the responsibility of the Recipient.

At a minimum, Recipient must submit at least one (1) payment request every six (6) months and shall not submit subsequent requests until the reimbursement of the previous payment request has been deposited into Recipient's bank account. All payment requests for awarded NAHTF must be submitted to the Department within 60 days of the contract end date. All NAHTF not requested within this time period may be deobligated from the contract by the Department.

All cash matching expenditures must be expended by the Recipient during the contract period and shall be expended in proportion to the Trust Fund-assisted project costs within the budget line item of the contract budget.

All currently available Trust Funds within the Project, whether received by reimbursement request or recaptured through **sales proceeds**, must be used before the Recipient may submit their next payment request for additional Trust Funds from the Department.

Net sales proceeds from either sale of units or repayment of loans *after* end of contract are not restricted or subject to reporting requirements of the NAHTF program.

§1.02 Use of Trust Funds; Eligible Expenses.

The Trust Funds awarded to the Recipient must be used for the Project, which is more particularly described in the Application and in Paragraph C of the Recitals. The Trust Funds may only be used for the stated and approved purposes set forth in the Application and this contract. Trust Funds are not eligible to be invested within the 100-year floodplain.

The only expenses that can be incurred prior to Release of Funds are general administration expenses. Release of Funds is the award stage in which funds may be released to the Recipient for reimbursement of eligible expenses. No funds may be released by the Department until the special conditions are met. Project costs cannot be obligated or incurred prior to the Department issuing a written Notice of Release of Funds.

Upon receiving the "Notice of Release of Funds" letter, the Recipient may obligate non-administrative costs and draw down funds for eligible costs incurred. A Release of Funds will not be approved if there are any unresolved audit findings relating to a past award and remains unresolved beyond the normal period or is deemed to be extreme misconduct.

§1.03 Time of Performance.

The time of performance under this contract will be from August 24, 2022 to August 23, 2025 ("Time of Performance"); therefore, the termination date of this contract will be August 23, 2025 ("Termination Date"). All of the Project activities must be completed by the Termination Date; however, this contract will continue in effect until the affordability period for the Project is complete and all related requirements are fulfilled.

§1.04 Incorporation of RECITALS.

All provisions of the Recitals above are incorporated as agreed provisions of the contract.

PART II: SPECIAL CONDITIONS FOR RELEASE OF FUNDS.

Funding of the amount stipulated in §1.01 will not occur until the following Special Conditions for Release of Funds are met. These special conditions must be satisfactorily completed and submitted to the Department no later than **December 31, 2022**. The Department reserves the right to cancel the contract if these special conditions are not met within this specified time frame.

§2.01 NAHTF Program Grantee Information Sheet.

The Recipient must complete a NAHTF Program Grantee Information form within the AmpliFund grant management system for Departmental review as prescribed.

§2.02 NAHTF Authorization to Request Funds.

The Recipient must complete a NAHTF Authorization to Request Funds form signed in blue ink and uploaded to the AmpliFund grant management system as prescribed by the Department.

§2.03 Fair Housing.

The Recipient must complete a NAHTF Fair Housing form within the AmpliFund grant management system identifying the project's fair housing representative's name and contact information. The Recipient must submit a description of the action it will take during the course of the Project to fulfill any requirements to affirmatively further fair housing. Following the completion of such action, the Recipient must also submit documentation demonstrating the action that was actually taken, including the details of such action (e.g., when the action occurred, who participated, who benefitted, etc.).

The requirement to submit documentation demonstrating the action that was actually taken needs not be submitted within the time frame for completion of the special conditions, but such documentation must be submitted prior to closing of the award.

§2.04 Program Guidelines and Pro Forma.

The Recipient must submit program guidelines **specific to this award only**. If requested, a project pro forma ("Pro Forma") shall also be submitted for the Department's approval. The program guidelines and the Pro Forma must be in compliance with the requirements of the Program and any other policies issued by the Department. The Pro Forma, if applicable, must include basic unit information (square footage, # of bedrooms, etc.), a development cost budget, cash flow analysis showing use of sale proceeds, and sources and uses/equity gap information. After Department approval, the Pro Forma and program guidelines shall be incorporated herein by this reference.

§2.05 Other Special Conditions.

The following must be approved, in writing, by the Department's Program Representative for the Recipient's program:

(a) If the Project involves new construction, documentation from the Nebraska Department of Environment & Energy that shows the plans and specification for the Project are in compliance with the most recent version of the International Energy Conservation Code.

(b) If the Project involves new construction, the proposed site of the project must be reviewed and approved by the Department prior to any activity, including land purchase. Site reviews must be done at least 45 days prior to starting the activity unless special approval for a reduced amount of time is received from the Department.

PART III: SOURCES AND USES OF FUNDS; CONDITIONS GOVERNING THE USE OF TRUST FUNDS.

§3.01 Sources and Uses of Funds; Matching Funds.

Sources and Uses of Funds for the Project are shown in the table below.

SOURCES→	NAHTF	CASH MATCH	TOTAL
USES (Activities)↓			
New Construction	$500,000	$50,000	$550,000
Housing Management	$10,000	$0	$10,000
General Administration	$20,000	$0	$20,000
TOTAL	$530,000	$50,000	$580,000

The table above provides an overview of the Trust Funds and Cash Match needed for completion of the Project. If applicable to the Project, a Pro Forma submitted by the Recipient must include a Development Cost Budget, Sources and Uses of Funds and additional detailed information about the Project.

The Recipient may not request more than Two Hundred Twelve Thousand Dollars ($212,000) in awarded NAHTF for reimbursement on or before June 30, 2023. This number is forty percent (40%) of the NAHTF award amount.

General Administration Reimbursements

Source documentation will not be required for general administration payment requests. Expenses will be entered into AmpliFund and may be submitted for payment request without source documentation attached. Payment Requests will follow the schedule in the table located below.

Recipient may submit a one-time payment request upon receipt of the Release of Funds letter, for up to ten percent (10%) of the awarded General Administration budget of Two Thousand Dollars ($2,000) needed to cover the expenses resulting from staff time spent completing Special Condition Requirements.

The remaining amount will be reimbursed in twenty-five percent (25%) increments up to a maximum of five (5) payment request submissions during the contract period and in accordance with benchmarks described in the table on the following page of this contract:

When NAHTF non-administrative expense reimbursement requests have reached the below amounts: (25% Benchmarks for $500,000 Project costs)	Recipient may request an amount not to exceed the below maximum which includes the 10% request at time of Release of Funds, if applicable.
$125,000	$5,000
$250,000	$10,000
$375,000	$15,000
$500,000	$20,000

As long as the current payment request reaches the 25% benchmark in NAHTF non-administrative reimbursement request, the General Administrative reimbursement may be requested on the same payment request.

Recipients may request reimbursement of all General Administration expenses at the end of project if desired but may not request early payments if non-administrative expenses have not reached the required benchmark.

Housing Management Reimbursements

Housing Management costs will only be reimbursed upon proof of unit completion and with adequate source documentation. Such proof of unit completion includes the Closing Disclosure Statement from the sale of a unit to an eligible homebuyer. Upon successful completion of a Trust Fund-Assisted unit and documentation of unit completion, the Department will reimburse the Recipient Five Thousand Dollars ($5,000) in Housing Management costs per unit completed.

The Department has relied upon the amount of cash matching funds the Recipient proposed in the Application in its decision to award Trust Funds for the Project. The Recipient must provide the full amount of cash matching funds proposed in the Application, and only cash matching funds provided after the Release of Funds will be considered matching funds for the Project that is the subject of this contract.

These cash matching funds must be satisfactorily incurred and expended by the Recipient for the Use (Activity) as outlined in the table above and requested in proportion to Trust Fund costs submitted for reimbursement of the same budget line item. ***All*** cash match must be documented in payment requests and must be supported by documentation as required by the Department including but not limited to source documentation and proof of payment.

§3.02 Project Description.

The Project is described in the Application and in Paragraph C of the Recitals.

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§3.03 Affordability Restrictions.

The NAHTF funds awarded by this contract must be repaid by the Recipient if the Project does not meet the affordability requirements of the Program and of this contract throughout the entire period of affordability listed in the Table of Project Requirements.

The affordability requirements relate to the eligibility requirements (including the income eligibility, ownership of the property eligibility, and the occupancy as the principal residence of the homebuyer requirement) which must be enforced throughout the affordability period by the Recipient.

The Recipient must enforce the eligibility and affordability requirements through the imposition of liens, deed restrictions, covenants, recapture requirements, resale restrictions, or any combination of such legal instruments as required under the Program. Any time during the Time of Performance of this contract and during the period of affordability, the Department may require documentation verifying the existence of and the proper recordation of the legal instrument used by the Recipient to enforce the eligibility and affordability requirements. The legal instrument used must "touch and concern" the land, "burden and benefit" the respective parties, and "run with the land" so as to be binding upon the homebuyer and any successors in title to the applicable Project real estate and upon their heirs, legal representatives, successors, or assigns.

Beginning the date of Project completion, the Trust Fund-assisted units must remain the principal residence of the homebuyer throughout the affordability period established in Recital C of this contract.

If the home does not continue to be the principal residence of the original homebuyer for the duration of the period of affordability, then resale or recapture restrictions will apply.

The amount of Trust Funds invested in each particular unit within a project may vary. The amount of Trust Funds invested per Trust Fund-assisted unit varies depending on whether the project involves development subsidies only, direct subsidies only, a combination of both development subsidies and direct subsidies, and whether Resale or Recapture provisions apply to the project.

Direct Subsidy. A direct subsidy consists of any financial assistance that reduces the purchase price of the Trust Fund-assisted unit from fair market value to an affordable price or otherwise subsidizes the cost of purchase paid by the homebuyer (e.g., down payment, subordinate financing, etc.). DED allows for **up to** 20% of the home's Sale Price to be used as direct homebuyer assistance. Subsidy of this type must be protected through Resale Provisions (secured by a covenant) or Recapture Provisions (secured by a lien) for the length of the Affordability Period. For new construction projects, there must be a minimum of $1,000 budgeted as direct homebuyer assistance per unit or else resale provisions shall be triggered.

Affordability Subsidy. Affordability Subsidy is defined as a subsidy used to fill the funding gap created by a difference between the appraised or Fair Market Value of a unit and what the house sells to the homebuyer for. This subsidy must be protected by either Resale Provisions (secured by a covenant) or Recapture Provisions (secured by a lien). There is no time limit on repayment of the Affordability Subsidy. If the Affordability Subsidy is protected by Resale Provisions subsequent homebuyers during the period of affordability must be income eligible to purchase the unit. If the Affordability Subsidy is secured by Recapture Provisions the Affordability Subsidy is paid back when the home is sold.

Development Subsidy. A development subsidy is the difference between the cost of developing or producing the housing unit and the fair market value as determined by an appraisal of the housing unit. A development subsidy does not go directly to the homebuyer; it makes the development of an affordable housing unit more feasible.

Resale Provisions. Resale provisions must ensure that the housing is made available for subsequent sale only to a Program eligible homebuyer and that such homebuyer will use the property as their principal residence throughout any remaining period of affordability.

Recapture Provisions. Recapture provisions due to non-conformance of eligibility and/or affordability requirements will ensure recouping of Trust Funds. The below guidance is specific to recapture of direct subsidies after end of contract and prior to end of affordability period. Refer to section 1.01 for requirements related to sales proceeds during open contract.

Trust Funds used as a direct subsidy may be recaptured by these methods:

> The entire amount of the Trust Fund subsidy or the "net proceeds" from sale if such net proceeds are less than the entire amount of the subsidy will be recaptured. Net proceeds in this context means the sales price of the home minus loan repayments (other than repayment of Trust Funds) and minus normal closing costs.
>
> **<u>or</u>**
>
> The Trust Fund subsidy to be recaptured may be reduced on a pro rata basis by dividing the years (*rounded down* to the nearest whole year) the homebuyer has owned and occupied the housing by the required affordability period and multiplying the result by the total subsidy amount. Example: A homebuyer was granted $20,000 of Trust Funds, the home has a 10-year affordability period, and the homebuyer has owned it for four (4) years eight (8) months. The calculation of the pro rata required recapture would be:
>
> - (owned whole years (4) ÷ affordability period (10)) × subsidy amount ($20,000) = $8,000 pro rata credit.
> - Total Trust Fund subsidy ($20,000) minus the pro rata credit ($8,000) = $12,000 to be recaptured.

For projects involving development subsidies only, only resale provisions may be utilized. However, if a direct subsidy of Homebuyer Assistance is funded by sale proceeds of a NAHTF-funded unit, recapture provisions may be utilized.

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For projects involving direct subsidies only, either recapture or resale provisions may be utilized.

For projects involving a combination of both development subsidies and direct subsidies, **only the amount of direct subsidy can be recaptured,** therefore the amount of Trust Funds invested in a particular Trust Fund-assisted unit depends upon the type of subsidy involved and whether resale or recapture will be used.

The applicability of resale restrictions, or recapture provisions for this contract is determined by the checkbox markings in the *Table of Project Requirements* referred to and found in the Recitals. The particulars of the resale restrictions and/or recapture provisions that the Recipient must comply with for the Project are further specified in the Department's resale and/or recapture requirements. If the housing does not continue to be the principal residence of the original homebuyer for the duration of the period of affordability, then the recapture or resale provisions described above will apply.

Affordability restrictions may terminate upon the occurrence of events such as foreclosure or a transfer in lieu of foreclosure. Affordability restrictions shall be revived according to their original terms if, during the original affordability period, the owner of record before the termination event or any newly formed entity that includes the former owner or those with whom the former has or had family or business ties obtains an ownership interest in the housing.

§3.04 Monitoring Duties of the Recipient and Project Documentation.

During the period of affordability, the Recipient will undertake, be responsible for, and complete all monitoring activities required by the Department and must maintain documentation of such monitoring activities on a current basis and for five (5) years after the period of affordability.

The Recipient must review any and all transfers of Project property to ensure that it is affordable to subsequent purchasers and that subsequent purchasers are eligible or, if such is not the case, ensure that recapture requirements are met. The Department may at any time request proof of monitoring.

§3.05 Insurance.

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

PART IV: OTHER CONTRACTUAL CONDITIONS.

§4.01 Accounting for Trust Funds by the Recipient.

A separate bank account for the Trust Funds is not required; however, the Trust Funds must be accounted for separately in the books and records of the Recipient in such a manner as *to allow funds tracing and a current status review of the Trust Funds at all times.* Upon request, the Recipient must provide evidence to the Department that other sources of funding for the Project have been contributed pursuant to the Application and the Sources and Uses of Funds Table contained in Part III of this contract.

The Recipient must keep all records concerning the Trust Funds in a manner which is consistent with generally accepted accounting principles. Payments from such Trust Funds will be obligations incurred in the performance of this contract and must be supported by contracts, invoices, brochures, and other data, as appropriate, evidencing the necessity for such expenditures as well as proof of expended funds in the form of cancelled checks, bank statements, evidence of wire transfer or electronic payment or any other accepted means of proving proof of payment from Recipient to vendor or employee. Proof of Payment must be clearly documented to allow for easy tracking back to invoices. The Department reserves the right to reject payment requests for inadequate source documentation including inadequate proof of payment documentation.

Other requirements regarding disbursements from the Department to the Recipient are addressed in §1.01 of this contract.

§4.02 Designation of Officials to Execute Contract and Amendments.

The Director of the Department or their designee is the official authorized individual to execute this contract and any amendments to this contract on behalf of the Department.

The Chief Elected Official (if the Recipient is a unit of general local government) or the Authorized Individual (if the Recipient is not a government entity) of the Recipient is the individual authorized to execute this contract and any amendments to this contract on behalf of the Recipient.

By signing this contract, the Recipient certifies that it possesses the legal authority to accept Trust Funds under the Program and to carry out the Project.

Either party may request amendments to this contract; however, amendments will not take effect until mutually agreed to in writing by both parties.

§4.03 Waiver in Writing; Non-Waiver.

No conditions or provisions of this contract can be waived unless approved by the Department in writing. The Department's failure to insist upon the strict performance of any provision of this

contract or to exercise any right based upon breach will not constitute a waiver of any rights under this contract.

§4.04 Assignment of Interest.

The Recipient may not assign or transfer any interest in this contract without the written consent of the Department.

§4.05 Records and Record Retention Requirements.

The duration of the eligibility monitoring requirements and the need to retain the records reflecting such monitoring for five (5) years after the period of affordability for the Project are more fully described earlier in this contract. In addition, the Recipient agrees to keep other general records concerning the Project that the Department may require for five (5) years after the Department issues a Certificate of Completion letter to the Recipient.

If any claim, litigation, or audit is started before the expiration of the record retention periods, the records must be retained until all claims, litigation, or audit findings involving the records have been resolved.

§4.06 Access to and Inspection of Records; Performance Reviews; Reports.

The Department and any duly authorized officials of the state will have full access to and the right to examine, audit, excerpt, and transcribe any and all of the Recipient's records pertaining to the Project.

The Department may conduct performance review monitoring visits and may audit the Recipient's records, including records that pertain to the required matching contribution, for compliance with this contract. In addition, a cost certification audit may either be conducted by the Department or requested by the Department to be done by independent accountants at the Recipient's expense.

Within ninety (90) days following completion of the Project and final disbursement of the Trust Funds, the Recipient shall provide to the Department, in a format as prescribed, a Homebuyer Beneficiary Per Unit Report, a Final Financial Report, and documentation of completion of Fair Housing action as prescribed during Special Conditions (see Part II of this contract).

Other reports may be required prior to receiving a Certificate of Completion and may include but are not limited to Certification of Compliance with Nebraska Department of Environment & Energy (applies to new construction only).

§4.07 Conflict of Interest.

No officer, employee, or agent of the Recipient will participate in the selection, or the award or administration of a contract supported by Trust Funds if a conflict of interest, real or

perceived, would be involved. Such a conflict would arise when the officer, employee, or agent; any member of the immediate family of the officer, employee, or agent; any partner of the officer, employee, or agent; or any organization which employs or is about to employ any of the above has a financial or other interest in the firm selected for award.

The Recipient's officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements during office tenure or for one year after the closeout of the Project. *This stipulation must be included in all other contracts and subcontracts related to the Project.*

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

§4.08 Early Termination.

The Department may terminate this contract for any reason upon sixty (60) days written notice to Recipient.

This contract may also be terminated, in whole or in part, prior to the completion of the Project when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds.

In the event of mutual termination, the parties must agree on the termination conditions, including effective date and the portion to be terminated. The Recipient may not incur new obligations for the terminated portion after the effective date and must cancel as many outstanding obligations as possible. If a Release of Funds has been achieved, the Department will make funds available to the Recipient to pay for allowable expenses incurred before the effective date of termination.

§4.09 Termination of Contract Due to Loss of Funding to Department.

This contract may terminate in full or in part, at the discretion of the Department, in the event the Department suffers a loss of funding which permits it to fund the Recipient. In the event the Department suffers such a loss of funding, the Department will give the Recipient written notice which will set forth the effective date of full or partial termination or, if a change in funding is required, setting forth the change in funding and the changes in the approved budget.

§4.10 Suspension or Termination of Contract for Material Breach.

In the event of a material breach of the terms of this contract by the Recipient, the Department may take the following actions:

(a) Suspend the contract, withhold further payments, and prohibit the Recipient from incurring additional obligations pending corrective action by the Recipient.

(b) Terminate the contract, in whole or in part, at any time before Project completion. The Department will notify the Recipient in writing of the determination of, the reasons for, and the effective date of the termination. Payments made to the Recipient or recoveries by the Department will be in accord with the legal rights and liabilities of the parties. The Recipient will return to the Department all unencumbered funds. Any costs previously paid by the Department which are subsequently determined to be unallowable through audit and close-out procedures may be recovered from present Trust Funds or deducted from future awards to the Recipient, if any.

§4.11 Force Majeure.

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster or other similar event outside the control of and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event.

The Department may grant relief from performance of the contract if the Recipient is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Recipient. To obtain release based on a Force Majeure Event, the Recipient must file a written request for such relief with the Department.

Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

§4.12 Applicability to Subrecipients and Contractors; Other Requirements.

All provisions of this contract will be made binding on any subrecipient or contractor of the Recipient, and the Recipient will, nonetheless, remain fully obligated under the provisions of this contract.

Any such subrecipient or contractor of the Recipient must be authorized to transact business in the State of Nebraska. All subrecipients 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., person, 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 Recipient for Recipient's records.

Upon request, the Recipient must submit copies of written agreements executed between the Recipient and any subrecipients or contractors relating to the Project.

§4.13 State Liability Non-Liability/Hold Harmless.

The Recipient will hold the State of Nebraska and the Department harmless from any and all claims, demands, and actions based upon or arising out of any services performed by the Recipient or its associates, employees, contractors, or subcontractors under this contract.

§4.14 Verification of Work Eligibility Status for New Employees.

The Recipient is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

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

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

A failure by the Recipient to adhere to these requirements violates the statutory requirements in Neb. Rev. Stat. §4-114 and, as such, will be deemed a substantial breach of this contract which could result in the Department declaring Recipient to be in default of the contract.

§4.15 Verification of Lawful Presence for Public Benefits Eligibility.

The Department of Economic Development is prohibited by state law (Neb. Rev. Stat. §4-108) from providing public benefits to a person not lawfully present in the United States. Public benefits are statutorily defined broadly (see Neb. Rev Stat. §4-109); however, some exemptions from the verification of lawful presence requirement are set forth in Neb. Rev Stat. §4-110.

For the purposes of this contract, the Department has determined that, in the performance of its contractual duties, the Recipient is providing public benefits to individuals or households under the statutory definition of public benefits. Consequently, pursuant to this contract and Neb. Rev. Stat. §§4-108 through 4-114, the Recipient shall have each applicant for public benefits under this contract complete the United States Citizenship Attestation Form attached to this contract and available on the State of Nebraska Department of Administrative Services website at https://das.nebraska.gov. The Attestation Form serves as the applicant's attestation that he or she is a U.S. citizen or a qualified alien under the federal Immigration and Nationality Act (8 U.S.C. 1101 et seq.). If the applicant attests they are a qualified alien,

the Recipient shall verify the applicant's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

The Recipient must:

1. retain the attestation form and any additional verification documentation required because the applicant attested they were a qualified alien;
2. provide such attestation form and other documentation (or copies thereof) to the Department upon request;
3. maintain aggregate records for the duration of the contract showing: (a) the number of applicants for public benefits under this contract and (b) the number of applicants rejected pursuant to the lawful presence requirement; and
4. provide a summary report to the Department upon request and as prescribed by the Department, no later than December 31st each calendar year reflecting the above data for such calendar year (or portion of such year when there is not a full calendar year of activity under this contract) so that the Department can fulfill its annual reporting obligation to the Nebraska Legislature concerning these "lawful presence" requirements.

§4.16 Notification of Project Staff Changes.

The Recipient must make reasonable efforts to keep the Department informed of changes in its staff that relate to the project, such as the departure of key persons.

§4.17 Notice.

Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed by U.S. Mail, postage prepaid and return receipt requested, to the parties at their respective addresses set forth in the Application, in this contract, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or four (4) calendar days following deposit in the mail.

§4.18 Drug Free Workplace.

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

§4.19 Authorization of Project Publicity and Information Sharing.

Prior to announcing or referring to the Project or Project activities in news releases, press conferences, or other media, the Recipient must inform the Department and, if requested,

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include an acknowledgement or reference to the funding made available for the Project under this contract.

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

§4.20 Requirement to Provide Project Photographs.

The Recipient agrees to provide the Department with before and after photographs of the Project whenever possible and agrees to obtain written consent from the homebuyers when applicable and necessary.

§4.21 Entire Agreement; Binding Effect; Counterparts; Governing Law.

This contract and any attachments, the approved Project application, and those items incorporated by reference or statutes, or regulations referenced herein contain the entire agreement between the parties. Any statements, inducements, or promises not contained therein are not binding upon the parties.

This agreement will be binding upon and will inure to the benefit of the successors, assigns, and legal representatives of the parties.

This agreement and any amendment of this agreement may be signed in any number of counterparts; each of which will be considered an original, and all of which taken together will constitute one agreement or amendment, as the case may be.

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

PART V: SPECIAL REQUIREMENTS AND ASSURANCES.

Per relevant federal/state statutes and the Guidelines, the Recipient acknowledges it may not discriminate in its operation or in Project activities on the basis of age, religion, sex, race, color, national origin, disability, or familial status.

The Recipient further agrees to comply with all provisions of the Americans with Disabilities Act (ADA) with respect to hiring, training, and employment practices including reasonable accommodation of persons with disabilities in hiring, training, and employment practices and in assuring access by persons with disabilities to facilities and services provided by the Recipient to the general public.

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The Recipient agrees to comply with all applicable provisions of the Revised Statutes of Nebraska and all federal and local laws applicable to the Project and applicable to the use of Trust Funds including, but not limited to, the following:

- Relocation Assistance Act, §§ 76-1214 to 76-1242, Reissue Revised Statutes of Nebraska (1996).
- Nebraska Fair Housing Act, §§ 20-301 to 20-344, Reissue Revised Statutes of Nebraska (1997).
- Uniform Procedures for Acquiring Private Property for Public Use, §§ 25-2501 to 25-2506, Reissue Revised Statutes of Nebraska (1995).
- Nebraska Uniform Energy Efficiency Standards, §§81-1608 to 81-1626, Reissue Revised Statutes of Nebraska (2019).
- The Nebraska Fair Employment Practices Act.
- Nebraska Nongame and Endangered Species Conservation Act, §§ 37-801 to 37-811, Reissue Revised Statutes of Nebraska (1998)
- Civil Rights Act of 1964.
- Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988.
- Age Discrimination Act of 1975.
- The Housing for Older Persons Act of 1995.
- The Equal Employment Opportunity Act.
- The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002).
- The Immigration Reform and Control Act of 1986.
- Flood Disaster Protection Act of 1973.
- Clean Air and Federal Water Pollution Control Act, as amended.
- Fair Labor Standards Act of 1938, as amended.
- Verification of Lawful Prescence for Public Benefits Eligibility, Neb. Rev. Stat. §§4-108 to 4-114.
- Nebraska Lead-Based Paint Abatement Licensing; Neb. Rev. Stat. §§71-6318 to 71-6331.01 and Neb. Rev. Stat. §§71-162 to 71-162.05, the Administrative Procedure Act and 184 NAC 1.
- The Environmental Protection Agency (EPA) Renovation, Repair, & Painting (RRP) Rule; additional information on this rule can be found at https://www.epa.gov/lead.

ACCEPTANCE PROVISIONS.

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

NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT	**RECIPIENT→ City of Auburn, Nebraska**
By:_____ **(Director or Designee)**	**By:**_____ **(Authorized Individual)**
_____ **(Typed or Printed Name)**	Dan White **(Typed or Printed Name)**
_____ **(Title)**	Mayor **(Title)**
_____ **(Date)**	_____ **(Date)**

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United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

☐ I am a citizen of the United States.

— OR —

☐ I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows:

_____,

and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate, and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME _____

(First, Middle, Last)

SIGNATURE _____

DATE _____

AGENDA ITEM
NO
J-1(a)

Street Department Activity Report
(January 2023)

- Cleaned storm drains around town.
- Fixed oil leaks on two of the riding mowers
- Picked up Christmas decorations at city hall and around town.
- Hauled brush and leaves from the brush lot to the dump.
- Mixed up dirt and ash at the dump and pushed over bank.
- Washed up and cleaned out the equipment.
- Cut up tree limbs throughout the parks.
- Cut trees out at the complex by the walking trail/storage units.
- Reran ¾pex from air compressor throughout the shop. Replacing the old plastic pipe.
- Helped the utilities with water break at 26th Lynch Ave.
- Spot patched on K St. Between 10th and 11th St. 11th and H St. on the truck route.
- Picked up rock with the sweeper on the truck route that a rock truck had spilled.
- Cleaned up recycle lot on Martin Luther King Day.
- Graded the gravel streets by Concrete Ind and by Frontier.
- Worked on the alley between 15th and 16th on K St.
- Getting the equipment ready for the snowstorm.
- Serviced dump truck.
- Snow removal.
- Hauled salt from the state shop to the city salt shed.
- Picked up snow around the town and hauled it to the complex.
- Trimmed overhanging trees with the pole saw around town.
- Cleaned snow at the intersections with the skid loader.
- Hauled off dirt at Good Sam from a water main break.

Blake Goering
Street Commissioner

SALES TAX RECORD 1-31-23

Month Received	For Tax Month	Fiscal Year 2014-2015	Fiscal Year 2015-2016	Fiscal Year 2016-2017	Fiscal Year 2017-2018	Fiscal Year 2018-2019	Fiscal Year 2019-2020	Fiscal Year 2020-2021	Fiscal Year 2021-2022	Fiscal Year 2022-2023	2022-2023 BUDGET	2022-2023 MV TAX	2022-2023 MVT%
October	August	$ 36,270.33	$ 35,228.89	$ 43,099.35	$ 39,015.82	$ 42,358.50	$ 42,682.36	$ 43,756.43	$ 55,385.48	$ 56,702.78	$ 45,833.33	$ 7,788.94	14.00%
November	September	$ 38,786.01	$ 40,340.94	$ 40,779.07	$ 42,021.78	$ 39,835.99	$ 40,459.93	$ 42,714.47	$ 47,145.47	$ 58,962.82	$ 45,833.33	$ 8,242.33	14.00%
December	October	$ 39,432.22	$ 45,068.84	$ 38,458.76	$ 38,037.41	$ 40,359.00	$ 44,793.82	$ 47,017.75	$ 49,481.16	$ 58,115.82	$ 45,833.33	$ 7,643.76	14.00%
January	November	$ 36,596.93	$ 37,126.43	$ 35,266.65	$ 37,533.01	$ 38,805.50	$ 43,265.46	$ 48,376.57	$ 43,555.41	$ 52,892.01	$ 45,833.33	$ 6,728.08	13.00%
February	December	$ 42,888.48	$ 47,871.21	$ 43,026.29	$ 41,778.56	$ 44,243.20	$ 46,598.38	$ 58,556.77	$ 52,070.23		$ 45,833.33		
March	January	$ 34,999.17	$ 35,383.54	$ 39,514.30	$ 36,251.60	$ 33,043.47	$ 37,703.54	$ 47,301.82	$ 42,727.56		$ 45,833.33		
April	February	$ 35,245.70	$ 33,856.40	$ 33,050.01	$ 31,810.58	$ 36,109.30	$ 36,299.23	$ 37,367.96	$ 41,873.58		$ 45,833.33		
May	March	$ 37,246.02	$ 39,427.60	$ 45,714.57	$ 41,008.62	$ 53,331.57	$ 39,421.71	$ 49,323.63	$ 49,008.07		$ 45,833.33		
June	April	$ 33,785.98	$ 45,064.75	$ 38,810.17	$ 37,756.61	$ 43,263.57	$ 37,937.43	$ 51,900.86	$ 46,529.27		$ 45,833.33		
July	May	$ 32,314.28	$ 37,310.36	$ 40,424.12	$ 43,079.76	$ 39,992.48	$ 43,748.71	$ 50,694.88	$ 54,084.67		$ 45,833.33		
August	June	$ 39,270.96	$ 42,664.62	$ 43,827.06	$ 42,162.40	$ 38,329.24	$ 49,009.99	$ 52,285.24	$ 55,826.87		$ 45,833.33		
September	July	$ 35,380.68	$ 42,095.67	$ 38,461.05	$ 40,671.36	$ 42,464.52	$ 48,457.66	$ 46,530.43	$ 54,165.14		$ 45,833.37		
	Total	$ 442,216.76	$ 481,439.25	$ 480,431.40	$ 471,127.51	$ 492,136.34	$ 510,378.22	$ 575,826.81	$ 591,852.91	$ 226,673.43	$ 550,000.00	$ 30,403.11	
	***includes MV**												

Actual Last YTD	Actual YTD	Budget YTD
$195,567.52	$226,673.43	$183,333.32

YTD Compared to Last Year

$ 31,105.91 Increase from Last Year

YTD Compared to Budget YTD

$ 43,340.11 More than Budget YTD

Vehicle Sales Tax as a Percentage

$ 226,673.43 in Total Receipts YTD

$30,403.11 in Total Vehicle Sales

Vehicles Sales is 13% of total

AGENDA ITEM NO

I-1(a)

AGENDA ITEM NO
J-1(c)

Auburn Memorial Library

1810 Courthouse Ave
Auburn, NE 68305

February 2023

- Valentine Party, Saturday Feb 11th from 10:00 - 11:00 am. Ages 12 and under recommended.
- Nebraska's Winding Road to Statehood: In the Footsteps of a Female Settler will be presented in a first-person account by Dr. Sara Brandes Crook on Tuesday, Feb 21st at 6:30 pm. Sponsored by Humanities Nebraska and the Dorothy Blount memorial fund.
- The String Beans will be here on Saturday, March 18th at 10:00 am.

Statistical Report:

Date:	Circulation:	Patrons:
Dec 2022	1,959	1,154
OverDrive	700	115
	2,659	1,269
Jan 2023	2,271	1,221
OverDrive	810	127
	3,081	1,348

AGENDA ITEM NO
J-2(i)

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

FOR THE MONTH OF JANUARY 2023

Total Number of Calls within the City of Auburn	99
Total Number of Ordinance/Animal Calls	12
Total Number of Actual Criminal Cases Reported/Initiated	10

Respectfully submitted,

Brent Lottman
Sheriff

City of Auburn-CRA
TIF Activity Report

AGENDA ITEM NO J-2(i)

Date	Description	Account	Core Area	West	Orscheln
		Activity		Project	
12/31/2022	Balance	$ 892,482.60	$ 892,482.60	$ -	$ -
1/6/2023	Baird Holm LLP	$ (4,106.50)	$ (4,106.50)		
1/11/2023	Co. Collections	$ 44,904.04	$ 25,567.86		$ 19,336.18
1/31/2023	Interest on Acct	$ 429.73	$ 421.14		$ 8.59
1/31/2023	Balance	$ 933,709.87	$ 914,365.10		$ 19,344.77
x					x