AGENDA FOR THE REGULAR MEETING OF THE MAYOR AND CITY COUNCIL
OF THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA,
TO BE HELD AT 7:00 P.M. August 21, 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.

B – 1 None for this meeting

## C – PRESENTATIONS and PROCLAMATIONS

C – 1 None for this meeting

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

## D – CONSENT AGENDA

D – 1 Approving Minutes of July 10, 2023, regular City Council meeting

D – 2 Approval of City Financial Report.

D – 3 Request for attendance at meetings and/or conferences. League of Nebraska Municipalities Annual Conference, Lincoln, NE September 27-29 (Sherry Heskett, Crystal Dunekacke). CDBG Certified Admin Recertification, Lincoln, NE October 3-6 (Crystal Dunekacke), Tree City USA Awards Celebration & Community Forestry Awards, Gretna, NE September 29 (Sheri McMillen)

D – 4 Appointments: CRA: Joe Casey; Auburn City Rec: Amanda Neal, Brant Loose, Casie Allen, Curtis Aue, Greg Cook, Jacob Jenek, Kaleb Trausch, Linus Hendrickson, Mike Henrichs, Troy Sharp, Cassie Greene, and Lacy Gerdes. Adult City Rec: Angie Bowers, Kiley Graham, Marcus Ackley, Lamar Miller, Lindsey Adams.

D – 5 Auburn Street Market 2024 Season (May 2 – September 31) Thursdays from 4:00 pm to 6:30 pm

## E – PAYMENT OF CLAIMS

E – 1 Approving Payment of Claims



**F – PUBLIC HEARINGS**

None for this meeting.

**G – MOTIONS**

G – 1 Council Consideration by motion for approval of SENDD Membership and Housing Dues for 2023-2024

G – 2 Council Consideration by motion for approval of an agreement with JEO Consulting for 22-DTR-001.

G – 3 Council Consideration by motion for approval of bid awards for the City of Auburn Roofing Project with Neeman & Sons and Schoen's Roofing per JEO's bid award recommendation.

**H – RESOLUTIONS**

H – 1 No. 13-23 A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF AUBURN, NEBRASKA, APPROVING A REDEVELOPMENT CONTRACT FOR A REDEVELOPMENT PROJECT UNDERTAKEN BY THE CITY OF AUBURN, NEBRASKA, AS SET FORTH IN THE "REDEVELOPMENT PLAN FOR THE WESTGATE SUBDIVISION REDEVELOPMENT PROJECT".

H – 2 No. 14-23 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, NEMAHA COUNTY NEBRASKA, APPROVING THE PAYMENT OF COST & FEES ASSESSED TO THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF AUBURN, NE (CRA) ON CLOSING EXPENSES ASSOCIATED WITH THE ACQUISITION OF WESTGATE SUBDIVISION, FOR COMMUNITY GROWTH, IMPROVEMENT, & REDEVELOPMENT.

**I – ORDINANCES**

I – 1 Ordinance No. 04-23 AN ORDINANCE OF THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA, DEFINING & REGULATING THE USE OF SHIPPING CONTAINERS WITHIN THE ZONING JURISDICTION OF THE CITY OF AUBURN, NE; PROVIDING A PENALTY PROVISION; PROVIDING A CONFLICT RESOLUTION CLAUSE; PROVIDING FOR SEVERABILITY; & PROVIDING PUBLICATION AND AN EFFECTIVE DATE FOR THE ORDINANCE. (Third Reading)

I – 2 Ordinance No. 05-23 AN ORDINANCE OF THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA REGULATING VACANT BUILDINGS; ESTABLISHING MONETARY PENALTIES; SETTING DEFINITIONS & PROCEDURES; PROVIDING A CONFLICT RESOLUTION CLAUSE; PROVIDING FOR SEVERABILITY; & PROVIDING PUBLICATION & AN EFFECTIVE DATE FOR THE ORDINANCE. (Second Reading)

**J – REPORTS & RECOMMENDATIONS**

J – 1 <u>From Dept. Heads/Boards</u>

a. Street Department
b. Fire Department
c. Library
d. Treasurer
e. Other Department Heads/Boards

J – 2 <u>From Committees</u>

a. Economic Development
b. Safety Committee
c. Building Committee
d. Housing
e. Other Committees & Reports

**K – REQUESTS AND REFERRALS**

None at this time.

**MOTION TO ADJOURN**

AGENDA ITEM NO

D-1

City Council Proceedings
July 10, 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 July 10, 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 July 7, 2023. In the absence of Mayor Chris Erickson, Council President Shawn Clark presided over the meeting and the City Clerk recorded the proceedings.

The Meeting was called to order by Council President Shawn Clark. 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. As previously noted, Mayor Chris Erickson was absent.

Presiding Council President Shawn Clark 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 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 the June 12, 2023, regular City Council meeting
D – 2 Approval of City Financial Report
D – 3 Request for attendance at meetings and/or conferences. Governor's Economic Development Summit, Kearney, NE; August 8-9 (Crystal), 2023 National Brownfields Training Conference, Detroit, MI August 8-11 (Crystal, if scholarship for flight, hotel and registration is awarded)
D – 4 Appointments: Planning Commission – John Billings and Eli Davidson; Library Board – Shannon Stemm and Deb Clopton
D – 5 City Council Meeting Date Adjustment – August Regular Meeting Monday, August 21, 2023 at 7:00 pm (Fair Conflict).

The Council President presented the Consent Agenda. Council Member Billings moved to approve the consent agenda items. 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": 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 June claims were presented before the Council for ratification: Aflac,Wh-73.80; American Recycling & Sanitation, Se-295.60; BCom Solutions LLC, Se-1,430.00; Black Hills, Ut-371.75; Board of Public Works, Reim-Ut-19,754.07; City of Auburn, Reim WestWaterline TIF-19,526.42; First Concord Benefits Group, Se-13.95; First National Bank Omaha, Card Transactions-4,956.69; Jackson Services Inc., Se-335.03; Lavigne Construction Inc., Real Estate Purchase-19,060.67; Leah Wehenkel, Local Housing Program-5,000.00; Linda Bantz, Se-400.00; Mark Harms, Ex-500.00; Microfilm Imaging Systems Inc., Se-138.00; NE Dept. of Revenue, Sales and Use Tax-935.80; Nemaha County, Se-34,650.00; Pinpoint Auburn Inc., Se-377.70; Region V Services, Se-462.50; Ryan & Sunshine Taylor, DTR Project-19,246.34; Charter Communications, Se-310.26; US Cellular, Se-173.34; Windstream, Se-16.44; June Payroll-92,583.61; FICA City Match-6993.64; Pension City Match-1943.65; PayChex, Payroll Se-372.00; Auburn State Bank, Fe-17.10; Medical Claims, 664.45; Guardian, Ins-606.94; Wex, Su-1,922.50. The claim from Auburn Family Health Center in the amount of $345 that was not approved at the June 12, 2023, meeting was presented for approval at this meeting. The following July claims were presented for approval: Adam Rademacher, Se-200.00; Airstream Heating & Cooling, Se-Su-1,754.02; AKRS Equipment, Equip-34,425.00; Allan Daugherty, Se-360.00; Amazon Capital Services, Bk-AV-797.45; American Lawncare Inc., Se-1,400.00; Angelo Ligouri, Se-5,626.89; Aqua-Chem Inc., Su-Se-3,665.20; Auburn Fire Department, Reim-Mem-675.00; Auburn Memorial Library Petty Cash, Su-88.05; Auburn Newspapers, Se-657.74; Auburn Plumbing, Htg. & AC Inc., Su-15.75; Baker

& Taylor, Bk-AV-612.65; Beard's Salvage Inc., Su-390.10; Blackstone Publishing, Bk-AV-38.94; Bulldog Auto Supply Inc., Su-1.42; Chesterman Co., Su-410.85; Cole Clark, Reim-150.00; Concrete Industries Inc., Su-2,550.52; Crystal Dunekacke, Reim-109.25; Demco, Su-189.80; Eakes Office Solutions, Su-551.57; Electric Pump, Equip-Su-833.46; Falls City Mercantile Co. Inc., Su-51.19; Frontier Cooperative, Su-317.50; Gilbert Services Inc., Se-7.52; Glenn's Corner Market, Su-245.28; Greenwade Tree Service, Se-1,500.00; Heather Koeneke, Reim-110.85; JEO Consulting Group Inc., Se-32,136.50; Martin Marietta Materials, Su-1,406.77; Mellage Truck & Tractor, Su-355.50; Menards, Su-846.10; Meyer Laboratory Inc., Su-208.90; Nebraska.Gov, Se-382.50; Nemaha County, Reim-2,505.03; Nemaha County Clerk, Fe-126.00; OCLC Inc., Sub-66.35; Oriental Trading Co. Inc., Su-117.92; Overdrive Inc., Bk-AV-681.31; Pioneer Manufacturing Co., Su-2,687.37; Ricoh USA Inc., Su-58.75; Sack Lumber Co., Su-89.46; Sandry Fire Supply, Equip-Su-1,522.00; Sherry Heskett, Reim-125.84; The Penworthy Co, Bk-AV-382.45; Tony Hector Backhoe & Trenching, Se-1,701.46; and Yolanda Kerr, Se-500.00.

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; Ins-Insurance; Inspect-Inspection; Int-Interest; Lic-License; Maint-Maintenance; Mem-Membership; Pen-Pension; Per-Periodical; Re-Repairs; Ref-Reference Materials; Reg-Registration; Reim-Reimbursement; Se-Service; Su-Supplies, Materials & Parts; Sub-Subscription; TIF-Tax Increment Financing; Ut-Utilities; Wh-Withholding.

Council Member Billings moved to approve the claims presented which have not been previously approved by motion or resolution including the claim from Auburn Family Health Center in the amount of $345 that was not approved at the June 12, 2023, meeting 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 Janssen. 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.

Public Hearing was held on "Redevelopment Plan for the Westgate Subdivision Redevelopment Project," for redevelopment pursuant to the Community Development Law, Nebraska Revised Statutes, sections 18-2101, et seq., within a portion of the blighted and substandard "Westgate Redevelopment Area." After allowing time for questions and public comment, the public hearing was closed.

Council Member Janssen moved to approve 22-TFHP-36014 (Nebraska Affordable Housing Trust Funds Program) Drawdown No. 1 and the payment of the related claims submitted by SENDD (Southeast Nebraska Development District). 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": Janssen, Jeanneret, Seitz, Billings, Shawn Clark, and Tom Clark. The following voted "NAY": No one. Motion: Carried.

Council Member Billings moved to select JEO Consulting Group to provide professional services associated with the 22-DTR-001 (Downtown Revitalization) Program and negotiate a contract for services with them to be considered for approval by the Council at the August 2023 meeting. 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": Jeanneret, Seitz, Billings, Shawn Clark, Tom Clark, and Janssen. The following voted "NAY": No one. Motion: Carried.

Council Member Janssen moved to approve Resolution No. 10-23, Adopting and Approving a Redevelopment Plan Amendment Entitled "Redevelopment Plan for the Westgate Subdivision Redevelopment Project". The motion was seconded by Council Member Seitz. Council President Shawn Clark asked if there was any discussion. There being no discussion or questions offered, 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.

It was announced that Agenda Item H – 2 Resolution No. 11-23, Purchase Agreement Westgate Addition to Auburn Nebraska Contract Extension Addendum has been removed from the agenda since consideration of action will be taken on this resolution Tuesday July 11, 2023 by the CRA.

Council Member Billings moved to approve Resolution No. 12-23, Memorandum of Understanding Between the City of Auburn and Auburn Community Redevelopment Authority for Cost, Maintenance, Infrastructure, Improvements and Reimbursement associated with Westgate Addition. The motion was seconded by Council Member Tom Clark. Council President Shawn Clark asked if there was any discussion. There being no discussion or questions offered, 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.

Discussion was held regarding Agenda Item I – 1 Ordinance No. 04-23 AN ORDINANCE OF THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA, DEFINING & REGULATING THE USE OF SHIPPING CONTAINERS WITHIN THE ZONING JURISDICTION OF THE CITY OF AUBURN, NE; PROVIDING A PENALTY PROVISION; PROVIDING A CONFLICT RESOLUTION CLAUSE; PROVIDING FOR SEVERABILITY; & PROVIDING PUBLICATION & AN EFFECTIVE DATE FOR THE ORDINANCE (Second Reading). Proposed Ordinance No. 04-23 was presented for consideration. Council President Shawn Clark announced that the introduction of the proposed Ordinance was in order. Council Member Billings moved that these proceedings be kept in a separate and distinct volume known as the "Ordinance Record of the City of Auburn, Nemaha County, Nebraska", and that said volume be made part of these proceedings the same as though it were spread at large herein, which motion was seconded by Council Member Janssen. 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. Council Member Seitz introduced Proposed Ordinance No. 04-23 for Second Reading. Council Member Billings read Ordinance No. 04-23. Council Member Janssen moved that Ordinance No. 04-23 be approved on its second reading and its title agreed to. 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": Tom Clark, Janssen, Jeanneret, Seitz, Billings, and Shawn Clark. The following voted "NAY": No one. Motion: Carried.

Discussion was held regarding Agenda Item I – 2 Ordinance No. 05-23 AN ORDINANCE OF THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA REGULATING VACANT BUILDINGS; ESTABLISHING MONETARY PENALTIES; SETTING DEFINITIONS & PROCEDURES; PROVIDING A CONFLICT RESOLUTION CLAUSE; PROVIDING FOR SEVERABILITY; & PROVIDING PUBLICATION & AN EFFECTIVE DATE FOR THE ORDINANCE (First Reading). Proposed Ordinance No. 05-23 was presented for consideration. Council President Shawn Clark announced that the introduction of the proposed Ordinance was in order. Council Member Billings moved that these proceedings be kept in a separate and distinct volume known as the "Ordinance Record of the City of Auburn, Nemaha County, Nebraska", and that said volume be made part of these proceedings the same as though it were spread at large herein, which 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": Janssen, Jeanneret, Seitz, Billings, Shawn Clark, and Tom Clark. The following voted "NAY": No one. Motion: Carried. Council Member Seitz introduced proposed Ordinance No. 05-23 for First Reading. Council Member Billings read Ordinance No. 05-23 for First Reading. Council Member Seitz moved that said proposed Ordinance No. 05-23 be approved on its first reading and its title agreed to. 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.

Agenda Item 1 – 3 Ordinance No. 07-23 AN ORDINANCE TO APPROVE BPW EMPLOYEE ADDITIONAL INCOME PAYMENTS FOR ADDITIONAL TIME, SERVICE, & DUTY RENDERED; PROVIDING FOR SEVERABILITY; & PROVIDING PUBLICATION & AN EFFECTIVE DATE FOR THE ORDINANCE. Proposed Ordinance No. 07-23 was presented for

consideration. Council President Shawn Clark announced that the introduction of the proposed Ordinance was in order. Council Member Seitz moved that these proceedings be kept in a separate and distinct volume known as the "Ordinance Record of the City of Auburn, Nemaha County, Nebraska", and that said volume be made part of these proceedings the same as though it were spread at large herein, which motion was seconded by Council Member Billings. 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. Council Member Billings introduced the proposed Ordinance by title and moved that the statutory rule requiring reading on three different days be suspended. Council Member Janssen seconded the motion to suspend the rules. 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. The motion to suspend the rules was adopted by the Council and the statutory rule was declared suspended for consideration of said ordinance. Council Member Janssen read Ordinance No. 07-23 and moved for final passage of the ordinance, which 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 No. 1 – 4 Ordinance No. 08-23 AN ORDINANCE TO APPROVE PAYMENT TO THE AUBURN COMMUNITY REDEVELOPMENT AUTHORITY (CRA) FOR COMMUNITY GROWTH & IMPROVEMENT; PROVIDING FOR SEVERABILITY; & PROVIDING PUBLICATION & AN EFFECTIVE DATE FOR THE ORDINANCE. Proposed Ordinance No. 08-23 was presented for consideration. Council President Shawn Clark announced that the introduction of the proposed Ordinance was in order. Council Member Janssen moved that these proceedings be kept in a separate and distinct volume known as the "Ordinance Record of the City of Auburn, Nemaha County, Nebraska", and that said volume be made part of these proceedings the same as though it were spread at large herein, which 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. Council Member Billings introduced the proposed Ordinance by title and moved that the statutory rule requiring reading on three different days be suspended. Council Member Janssen seconded the motion to suspend the rules. 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. The motion to suspend the rules was adopted by the Council and the statutory rule was declared suspended for consideration of said ordinance. Council Member Janssen read Ordinance No. 08-23 and moved for final passage of the ordinance, which motion was seconded by Council Member Jeanneret. 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 June 2023 was also provided.

With regards to Agenda Item K – Requests and Referrals, there were none.

There being no further business to come before the City Council, Council Member Billings 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": Seitz, Billings, Shawn Clark, Tom Clark, Janssen, and Jeanneret. The following voted "NAY": No one. Motion: Carried.

Council President Shawn Clark declared the meeting adjourned.

Sherry Heskett
City Clerk

Shawn Clark
Council President Presiding

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

AGENDA ITEM
NO
D-1

Auburn, Nebraska
July 10, 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 July 10, 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 July 7, 2023. In the absence of Mayor Chris Erickson, Council President Shawn Clark presided over the meeting and the City Clerk recorded the proceedings.

The Meeting was called to order by Council President Shawn Clark. 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. As previously noted, Mayor Chris Erickson was absent.

Presiding Council President Shawn Clark 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 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 the June 12, 2023, regular City Council meeting
D – 2 Approval of City Financial Report
D – 3 Request for attendance at meetings and/or conferences. Governor's Economic Development Summit, Kearney, NE; August 8-9 (Crystal), 2023 National Brownfields Training Conference, Detroit, MI August 8-11 (Crystal, if scholarship for flight, hotel and registration is awarded)
D – 4 Appointments: Planning Commission – John Billings and Eli Davidson; Library Board – Shannon Stemm and Deb Clopton
D – 5 City Council Meeting Date Adjustment – August Regular Meeting Monday, August 21, 2023 at 7:00 pm (Fair Conflict).

The Council President presented the Consent Agenda. Council Member Billings moved to approve the consent agenda items. 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": 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 June claims were presented before the Council for ratification: Aflac,Wh-73.80; American Recycling & Sanitation, Se-295.60; BCom Solutions LLC, Se-1,430.00; Black Hills, Ut-371.75; Board of Public Works, Reim-Ut-19,754.07; City of Auburn, Reim WestWaterline TIF-19,526.42; First Concord Benefits Group, Se-13.95; First National Bank Omaha, Card Transactions-4,956.69; Jackson Services Inc., Se-335.03; Lavigne Construction Inc., Real Estate Purchase-19,060.67; Leah Wehenkel, Local Housing Program-5,000.00; Linda Bantz, Se-400.00; Mark Harms, Ex-500.00; Microfilm Imaging Systems Inc., Se-138.00; NE Dept. of Revenue, Sales and Use Tax-935.80; Nemaha County, Se-34,650.00; Pinpoint Auburn Inc., Se-377.70; Region V Services, Se-462.50; Ryan & Sunshine Taylor, DTR Project-19,246.34; Charter Communications, Se-310.26; US Cellular, Se-173.34; Windstream, Se-16.44; June Payroll-92,583.61; FICA City Match-6993.64; Pension City Match-1943.65; PayChex, Payroll Se-372.00; Auburn State Bank, Fe-17.10; Medical Claims, 664.45; Guardian, Ins-606.94; Wex, Su-1,922.50. The claim from Auburn Family Health Center in the amount of $345 that was not approved at the June 12, 2023, meeting was presented for approval at this meeting. The following July claims were presented for approval: Adam Rademacher, Se-200.00; Airstream Heating & Cooling, Se-Su-1,754.02; AKRS Equipment, Equip-34,425.00; Allan Daugherty, Se-360.00; Amazon Capital Services, Bk-AV-797.45; American Lawncare Inc., Se-1,400.00; Angelo Ligouri, Se-5,626.89; Aqua-Chem Inc., Su-Se-3,665.20; Auburn Fire Department, Reim-Mem-675.00; Auburn Memorial Library Petty Cash,

Su-88.05; Auburn Newspapers, Se-657.74; Auburn Plumbing, Htg. & AC Inc., Su-15.75; Baker & Taylor, Bk-AV-612.65; Beard's Salvage Inc., Su-390.10; Blackstone Publishing, Bk-AV-38.94; Bulldog Auto Supply Inc., Su-1.42; Chesterman Co., Su-410.85; Cole Clark, Reim-150.00; Concrete Industries Inc., Su-2,550.52; Crystal Dunekacke, Reim-109.25; Demco, Su-189.80; Eakes Office Solutions, Su-551.57; Electric Pump, Equip-Su-833.46; Falls City Mercantile Co. Inc., Su-51.19; Frontier Cooperative, Su-317.50; Gilbert Services Inc., Se-7.52; Glenn's Corner Market, Su-245.28; Greenwade Tree Service, Se-1,500.00; Heather Koeneke, Reim-110.85; JEO Consulting Group Inc., Se-32,136.50; Martin Marietta Materials, Su-1,406.77; Mellage Truck & Tractor, Su-355.50; Menards, Su-846.10; Meyer Laboratory Inc., Su-208.90; Nebraska.Gov, Se-382.50; Nemaha County, Reim-2,505.03; Nemaha County Clerk, Fe-126.00; OCLC Inc., Sub-66.35; Oriental Trading Co. Inc., Su-117.92; Overdrive Inc., Bk-AV-681.31; Pioneer Manufacturing Co., Su-2,687.37; Ricoh USA Inc., Su-58.75; Sack Lumber Co., Su-89.46; Sandry Fire Supply, Equip-Su-1,522.00; Sherry Heskett, Reim-125.84; The Penworthy Co, Bk-AV-382.45; Tony Hector Backhoe & Trenching, Se-1,701.46; and Yolanda Kerr, Se-500.00.

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; Ins-Insurance; Inspect-Inspection; Int-Interest; Lic-License; Maint-Maintenance; Mem-Membership; Pen-Pension; Per-Periodical; Re-Repairs; Ref-Reference Materials; Reg-Registration; Reim-Reimbursement; Se-Service; Su-Supplies, Materials & Parts; Sub-Subscription; TIF-Tax Increment Financing; Ut-Utilities; Wh-Withholding.

Council Member Billings moved to approve the claims presented which have not been previously approved by motion or resolution including the claim from Auburn Family Health Center in the amount of $345 that was not approved at the June 12, 2023, meeting 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 Janssen. 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.

Public Hearing was held on "Redevelopment Plan for the Westgate Subdivision Redevelopment Project," for redevelopment pursuant to the Community Development Law, Nebraska Revised Statutes, sections 18-2101, et seq., within a portion of the blighted and substandard "Westgate Redevelopment Area." After allowing time for questions and public comment, the public hearing was closed.

Council Member Janssen moved to approve 22-TFHP-36014 (Nebraska Affordable Housing Trust Funds Program) Drawdown No. 1 and the payment of the related claims submitted by SENDD (Southeast Nebraska Development District). 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": Janssen, Jeanneret, Seitz, Billings, Shawn Clark, and Tom Clark. The following voted "NAY": No one. Motion: Carried.

Council Member Billings moved to select JEO Consulting Group to provide professional services associated with the 22-DTR-001 (Downtown Revitalization) Program and negotiate a contract for services with them to be considered for approval by the Council at the August 2023 meeting. 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": Jeanneret, Seitz, Billings, Shawn Clark, Tom Clark, and Janssen. The following voted "NAY": No one. Motion: Carried.

Council Member Janssen moved to approve Resolution No. 10-23, Adopting and Approving a Redevelopment Plan Amendment Entitled "Redevelopment Plan for the Westgate Subdivision Redevelopment Project". The motion was seconded by Council Member Seitz. Council President Shawn Clark asked if there was any discussion. There being no discussion or questions offered, 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. A copy of Resolution No. 10-23 is as follows:

**RESOLUTION NO. 10-23**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF AUBURN, NEBRASKA, ADOPTING AND APPROVING A REDEVELOPMENT PLAN AMENDMENT ENTITLED, "REDEVELOPMENT PLAN FOR THE WESTGATE SUBDIVISION REDEVELOPMENT PROJECT".

**WHEREAS**, pursuant to the Nebraska Community Development Law, Nebraska Revised Statutes Sections 18-2101 et. seq. (the "Act"), the Mayor and City Council of the City of Auburn, Nebraska (the "City"), designated a portion of the City commonly referred to as the "Westgate Redevelopment Area" (the "Redevelopment Area"), as a blighted and substandard community redevelopment area under the Act; and

**WHEREAS**, the Mayor and City Council finds based on substantial evidence in the record of this proceeding that redevelopment of the Redevelopment Area will result in the elimination and prevention of blight and aligns with the purposes of the Act and the City's comprehensive plan for land use and development (the "Comprehensive Plan"); and

**WHEREAS**, attached hereto as Exhibit "A" is a tax-increment financing redevelopment plan amendment for redevelopment within the Redevelopment Area entitled, "Redevelopment Plan for the Westgate Subdivision Redevelopment Project" (the "Redevelopment Plan"), which sets forth a specific redevelopment project within a portion of the Redevelopment Area (the "Redevelopment Project"); and

**WHEREAS**, the Redevelopment Plan will amend and replace, in its entirety, that certain redevelopment plan previously adopted by the Mayor and City Council, entitled, "Redevelopment Plan for the Westgate Subdivision Redevelopment Project"; and

**WHEREAS**, in conformance with the Act, the Planning Commission of the City held a duly noticed public hearing on the Redevelopment Plan on June 20, 2023, and provided written findings on and recommended the Mayor and City Council's adoption and approval of the Redevelopment Plan; and

**WHEREAS**, in conformance with the Act, the Community Redevelopment Authority of the City previously provided written findings on and recommended the Mayor and City Council's adoption and approval of the Redevelopment Plan; and

**WHEREAS**, on July 10, 2023, the Mayor and City Council held a duly noticed public hearing on the Redevelopment Plan, in conformance with the Act; and

**WHEREAS**, after public hearing and review of the Redevelopment Plan, the Mayor and City Council determined that the Redevelopment Plan complies with the Comprehensive Plan of the City and will result in the elimination and prevention of blight; and

**WHEREAS**, after public hearing and review of the Redevelopment Plan, the Mayor and City Council determined that the Redevelopment Project contemplated in the Redevelopment Plan would not occur and would not be economically feasible without the use of tax-increment financing.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY:**

Section 1. The Redevelopment Plan attached as Exhibit "A" complies with the Comprehensive Plan of the City.

Section 2. Based on the substantial evidence in the record of this proceeding, the Mayor and City Council finds as follows:

(a) The proposed land uses and building requirements for the Redevelopment Project as described in the Redevelopment Plan are designed with the general purpose of accomplishing, in conformance with the City's Comprehensive Plan, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with the present and future needs, promote health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency and economy

in the process of development; that under the Redevelopment Plan adequate provision is made for traffic, vehicular parking, the promotion of safety from fire, panic and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of populations, the provision of adequate transportation, water, sewage and other public utilities, schools, parks, recreational and community facilities and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds and the elimination of, or prevention of the recurrence of, insanitary or unsafe dwelling accommodations or conditions of blight.

(b) The Redevelopment Plan contains a satisfactory statement of the proposed method and estimated cost of acquisition and preparation for the Redevelopment Project; that no public improvements are required to be provided except as set forth in the Redevelopment Plan with respect to the Redevelopment Project; that the Redevelopment Plan sets forth the estimated proceeds and/or revenue expected to be obtained by the City from disposal of property in relation to the Redevelopment Project; that the Redevelopment Plan sets forth a satisfactory method of financing for the Redevelopment Project consisting of direct payment for public improvements or grant assistance via the issuance by the Community Redevelopment Authority of its tax increment revenue bond(s) to provide funds to pay for the costs of certain eligible improvements; and that there are no families or businesses within the Redevelopment Project site, as set forth in the Redevelopment Plan, which are currently expected to be displaced from such area as a direct result of the Redevelopment Project.

(c) The cost-benefit analysis prepared in conjunction with the Redevelopment Plan and attached thereto sets forth the factors required under section 18-2113 of the Act and supports the Mayor and City Council's adoption and approval of the Redevelopment Plan.

Section 3. The Redevelopment Project set forth in the Redevelopment Plan would not be economically feasible without the use of tax-increment financing; would not occur in the redevelopment area described in the Redevelopment Plan without the use of tax-increment financing; and the costs and benefits of the Redevelopment Plan, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the Mayor and City Council and have been found to be in the long-term best interest of all those impacted by the Redevelopment Project and Redevelopment Plan.

Section 4. The Redevelopment Plan shall amend and replace, in its entirety, that certain redevelopment plan previously adopted by the Mayor and City Council entitled, "Redevelopment Plan for the Westgate Subdivision Redevelopment Project".

Section 5. Based on the foregoing and substantial evidence in the record of this proceeding, the Mayor and City Council hereby approves and adopts the Redevelopment Plan.

It was announced that Agenda Item H – 2 Resolution No. 11-23, Purchase Agreement Westgate Addition to Auburn Nebraska Contract Extension Addendum has been removed from the agenda since consideration of action will be taken on this resolution Tuesday July 11, 2023 by the CRA.

Council Member Billings moved to approve Resolution No. 12-23, Memorandum of Understanding Between the City of Auburn and Auburn Community Redevelopment Authority for Cost, Maintenance, Infrastructure, Improvements and Reimbursement associated with Westgate Addition. The motion was seconded by Council Member Tom Clark. Council President Shawn Clark asked if there was any discussion. There being no discussion or questions offered, 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. A copy of Resolution No. 12-23 is as follows:

**RESOLUTION NO. 12-23**
**Of**
**THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA**

**MEMORANDUM OF UNDERSTANDING**
**Between**

**CITY OF AUBURN, NE, A MUNCIPAL CORPORATION**
**&**
**THE COMMUNITY REDEVELOPMENT AUTHORITY OF AUBURN, NE.**

## I. PURPOSE

This Memorandum of Understanding (MOU) establishes an agreement between the City of Auburn, NE, a municipal corporation of the State of Nebraska (CITY) and The Community Redevelopment Authority of Auburn, NE (CRA) on CITY Res. No. 08-23, for the assignment & assumption of the OPTION TO PURCHASE AGREEMENT WESTGATE ADDITION TO AUBURN, NE. approved by the City (Jun 12, 2023) and CRA (June 13, 2023), and incorporated herein by this reference.

## II. REAL ESTATE DISCRIPTION:

Westgate Addition within Sec 21-5-14, Pt of the SE1/4 NW1/4, including Lots 2 & 3, Blk 3, excluding parcel 20, Westgate Add to Auburn, Nemaha County, NE. (the "Property" herein)
(legal description may be made more definite at closing on real estate pursuant to agreement of parties)

## III. MUTUAL INTEREESTS & OBJECTIVE

The CITY & CRA both seek development of the Property consistent with the approved Comprehensive Plan of the City and the need/desire for community growth and progression. A recognized need within the City limits is an area for housing development as well as additional connecting point(s) between "P" & "U" Streets on the south side of the CITY.

## IV. CONTRIBUTIONS OF THE PARTIES

The CITY:

a. Shall maintain and be responsible for cost of maintenance, taxes (if any), & insurance.
b. Shall incur cost of infrastructure and improvements. All improvements shall be approved by the City prior to incurring cost.
c. Responsibilities and obligations within Res. No. 08-23, approved by the City on June 12, 2023, and any amendments thereto. Res. No. 08-23 and amendments therefor incorporated herein by this reference.

The CRA:

a. Shall reimburse funds to the CITY by proceeds obtained (minus cost) through and upon the sale of real estate; and tax increment financing.
d. Responsibilities and duties within Res. No. 08-23, approved by the CRA on June 13, 2023, and any amendments thereto. Res. No. 08-23 and amendments therefor incorporated herein by this reference.

## V. PUBLICITY

The Parties hereto will coordinate all public statements and other disclosures with regard to the MOU. No Party to the MOU may enter into any publicity regarding the MOU unless the Parties consult with each other in advance on the form, timing, and contents of any such publicity, announcement, or disclosure.

## VI. EFFECTIVE DATE & DURATION OF THE MEMORANDUM OF UNDERSTANDING

This MOU will not become effective until it has been executed by all Parties hereto. When this MOU has been so executed, it will become effective as of the latest signature date on this MOU, and will remain in place until terminated by mutual agreement of the Parties or otherwise by law.

## VII. AMENDMENTS, TERMINATION, OR CANCELLATION

Amendments to this MOU must be agreed to in writing by all Parties to be effective. Amendments may be introduced by any Party at any time; however, after all agreed upon activities set forth above have been performed with respect to the Purpose and incorporated documents hereto, the Parties agree to review the agreed upon activities outlined herein and mane any adjustments to the language necessary to reflect actual experience or purposeful intent. Amendments may address additional considerations or parties not considered at the time the is MOU became effective.

## VIII. STATEMENT OF INTENT & OBLIGATION

This MOU is an expression of intent only. Each of the Parties will act as an independent party with respect to the performance of the its respective agreed upon activities, duties, and obligations under this MOU. Any future transfer of funds or obligation to undertake certain duties not stated herein must be confirmed by the Parties by appropriate action prior to being effective. This MOU does not give any third party any benefit, legal or equitable right, remedy, or claim under this MOU.

## IX. COORDINATION & INFORMATION SHARING

The Parties agree to coordinate when necessary on all matters relating to the party's contributions listed in paragraph IV above.

To the extent information is shared between the Parties for purposes of any responsibilities or duties under this MOU, a new written agreement or amendment to this MOU will be executed to ensure that relevant Privacy Act, Freedom or Information, and public disclosure requirements are followed and achieved.

IN WITNESS WHEREOF, the parties hereto have entered into this MOU effective as identified herein.

Discussion was held regarding Agenda Item I – 1 Ordinance No. 04-23 AN ORDINANCE OF THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA, DEFINING & REGULATING THE USE OF SHIPPING CONTAINERS WITHIN THE ZONING JURISDICTION OF THE CITY OF AUBURN, NE; PROVIDING A PENALTY PROVISION; PROVIDING A CONFLICT RESOLUTION CLAUSE; PROVIDING FOR SEVERABILITY; & PROVIDING PUBLICATION & AN EFFECTIVE DATE FOR THE ORDINANCE (Second Reading). Proposed Ordinance No. 04-23 was presented for consideration. Council President Shawn Clark announced that the introduction of the proposed Ordinance was in order. Council Member Billings moved that these proceedings be kept in a separate and distinct volume known as the "Ordinance Record of the City of Auburn, Nemaha County, Nebraska", and that said volume be made part of these proceedings the same as though it were spread at large herein, which motion was seconded by Council Member Janssen. 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. Council Member Seitz introduced Proposed Ordinance No. 04-23 for Second Reading. Council Member Billings read Ordinance No. 04-23. Council Member Janssen moved that Ordinance No. 04-23 be approved on its second reading and its title agreed to. 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": Tom Clark, Janssen, Jeanneret, Seitz, Billings, and Shawn Clark. The following voted "NAY": No one. Motion: Carried.

Discussion was held regarding Agenda Item I – 2 Ordinance No. 05-23 AN ORDINANCE OF THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA REGULATING VACANT BUILDINGS; ESTABLISHING MONETARY PENALTIES; SETTING DEFINITIONS & PROCEDURES; PROVIDING A CONFLICT RESOLUTION CLAUSE; PROVIDING FOR SEVERABILITY; & PROVIDING PUBLICATION & AN EFFECTIVE DATE FOR THE ORDINANCE (First Reading). Proposed Ordinance No. 05-23 was presented for consideration. Council President Shawn Clark announced that the introduction of the proposed Ordinance was in order. Council Member Billings moved that these proceedings be kept in a separate and distinct volume known as the "Ordinance Record of the City of Auburn, Nemaha County, Nebraska", and that said volume be made part of these proceedings the same as though it were spread at large herein, which 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": Janssen, Jeanneret, Seitz, Billings, Shawn Clark, and Tom Clark. The following voted "NAY": No one. Motion: Carried. Council Member Seitz introduced proposed Ordinance No. 05-23 for First Reading. Council Member Billings read Ordinance No. 05-23 for First Reading. Council Member Seitz moved that said proposed Ordinance No. 05-23 be approved on its first reading and its title agreed to. 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.

Agenda Item 1 – 3 Ordinance No. 07-23 AN ORDINANCE TO APPROVE BPW EMPLOYEE ADDITIONAL INCOME PAYMENTS FOR ADDITIONAL TIME, SERVICE, & DUTY RENDERED; PROVIDING FOR SEVERABILITY; & PROVIDING PUBLICATION & AN EFFECTIVE DATE FOR THE ORDINANCE. Proposed Ordinance No. 07-23 was presented for consideration. Council President Shawn Clark announced that the introduction of the proposed Ordinance was in order. Council Member Seitz moved that these proceedings be kept in a separate and distinct volume known as the "Ordinance Record of the City of Auburn, Nemaha County, Nebraska", and that said volume be made part of these proceedings the same as though it were spread at large herein, which motion was seconded by Council Member Billings. 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. Council Member Billings introduced the proposed Ordinance by title and moved that the statutory rule requiring reading on three different days be suspended. Council Member Janssen seconded the motion to suspend the rules. 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. The motion to suspend the rules was adopted by the Council and the statutory rule was declared suspended for consideration of said ordinance. Council Member Janssen read Ordinance No. 07-23 and moved for final passage of the ordinance, which 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 No. 1 – 4 Ordinance No. 08-23 AN ORDINANCE TO APPROVE PAYMENT TO THE AUBURN COMMUNITY REDEVELOPMENT AUTHORITY (CRA) FOR COMMUNITY GROWTH & IMPROVEMENT; PROVIDING FOR SEVERABILITY; & PROVIDING PUBLICATION & AN EFFECTIVE DATE FOR THE ORDINANCE. Proposed Ordinance No. 08-23 was presented for consideration. Council President Shawn Clark announced that the introduction of the proposed Ordinance was in order. Council Member Janssen moved that these proceedings be kept in a separate and distinct volume known as the "Ordinance Record of the City of Auburn, Nemaha County, Nebraska", and that said volume be made part of these proceedings the same as though it were spread at large herein, which 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. Council Member Billings introduced the proposed Ordinance by title and moved that the statutory rule requiring reading on three different days be suspended. Council Member Janssen seconded the motion to suspend the rules. 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. The motion to suspend the rules was adopted by the Council and the statutory rule was declared suspended for consideration of said ordinance. Council Member Janssen read Ordinance No. 08-23 and moved for final passage of the ordinance, which motion was seconded by Council Member Jeanneret. Council President Shawn Clark asked if there was any discussion. There being no discussion or questions asked, 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 June 2023 was also provided.

With regards to Agenda Item K – Requests and Referrals, there were none.

There being no further business to come before the City Council, Council Member Billings 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": Seitz, Billings, Shawn Clark, Tom Clark, Janssen, and Jeanneret. The following voted "NAY": No one. Motion: Carried.

Council President Shawn Clark declared the meeting adjourned.

_____
Shawn Clark, Council President Presiding

ATTEST:

_____
Sherry Heskett, City Clerk

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

I, the undersigned City Clerk for the City of Auburn, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the City Council on July 10, 2023; that all of the subjects included in the foregoing proceedings were contained in the agenda for this meeting kept continually current and readily available for public inspection at the office of the City Clerk; that such agenda items were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of the meeting and the subjects to be discussed at said meeting; and that a current copy of the Nebraska Open Meetings Act is posted on the North wall of the City Council Chambers by the entrance door.

_____
Sherry Heskett, City Clerk

# TREASURER'S REPORT
## CALENDAR 7/2023, FISCAL 10/2022

AGENDA ITEM NO

D-2

| ACCOUNT TITLE | LAST REPORT ON HAND | RECEIVED | DISBURSED | BALANCE |
|---|---|---|---|---|
| GENERAL CHECKING | 2,665,368.39 | 154,383.41 | 258,310.28 | 2,561,441.52 |
| AM RESCUE ACT FUND CHECKING | 588,307.26 | | | 588,307.26 |
| STREET CHECKING | 615,395.15 | 59,580.28 | 41,481.69 | 633,493.74 |
| STREET BOND/WARRANT CHECKING | 20,238.48 | | | 20,238.48 |
| TOTAL CHECKING: | 3,889,309.28 | 213,963.69 | 299,791.97 | 3,803,481.00 |
| TOTAL FIRE DEPT SINKING | 125,601.47 | .00 | .00 | 125,601.47 |
| TOTAL KENO RESERVE MMA: | 40,013.02 | 928.78 | 500.00 | 40,441.80 |
| TOTOL KENO CHECKING | 22,615.72 | 744.34 | 246.00 | 23,114.06 |
| TOTAL CDBG CHECKING | 7,060.95 | 10,415.00 | 10,415.00 | 7,060.95 |
| TOTAL CDBG DTR REUSE | 70,897.68 | 888.35 | .00 | 71,786.03 |
| TOTAL CDBG HD SAVINGS: | 8,956.11 | 144.10 | .00 | 9,100.21 |
| TOTAL CRA CHECKING | 1,047,604.32 | 7,284.09 | 725.00 | 1,054,163.41 |
| TOTAL CITY REC CHECKING | 64,543.12 | .00 | .00 | 64,543.12 |
| GENERAL CD | 101,999.86 | | | 101,999.86 |
| TOTAL C.D.'S: | 101,999.86 | .00 | .00 | 101,999.86 |
| TOTAL CASH ON HAND: | 5,378,601.53 | 234,368.35 | 311,677.97 | 5,301,291.91 |

A Handmade, Homegrown Community Event

EST. 2023

# AUBURN STREET MARKET

AGENDA ITEM NO D-5

## Season #1 Metrics as of August 10

**40 + unique Vendors**

signed up so far for 2023 events, including:

**5 Food Trucks**

**4 Live Entertainment acts**

**3 Fundraisers**

**Weekly Free Kids' Activities**

**Auburn's ONLY weekly open-mic and karaoke set**

provide 100% by volunteers

**Weekly Attendance:**

100-150+ people

**2024 Season Dates:**

**May 2 - September 31**

Thursdays 4-6:30pm - close lot at 2pm

www.AuburnStreetMarket.com

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

Sherry Heskett

# CLAIMS REPORT
Check Range: 7/07/2023- 7/31/2023

AGENDA ITEM NO E-1

| VENDOR NAME | REFERENCE | VENDOR TOTAL |
|---|---|---|
| GENERAL FUND | | |
| AFLAC | AFLAC WH | 73.80 |
| AMERICAN RECYCLING SANITATION | GARBAGE SERVICE/RECYCLING | 145.00 |
| BCom Solutions, LLC | WEBSITE HOSTING/DIGITAL MARKET | 1,464.99 |
| BLUE CROSS-BLUE SHIELD | HEALTH INSURANCE | 4,429.79 |
| AUBURN BPW | ELEC | 1,290.91 |
| CAPITAL BUSINESS SYSTEMS INC | COPIER LEASE/SUPPLIES | 683.74 |
| FIRST CONCORD BENEFITS GROUP | BENEFIT SERVICES | 13.95 |
| FNBO | CARD TRANSACTIONS | 730.80 |
| LEAGUE OF NE MUNICIPALITIES | CONFERENCE REGISTRATION | 565.00 |
| MICROFILM IMAGING SYSTEMS INC | EQUIPMENT RENTAL | 138.00 |
| MID-AMERICAN BENEFITS INC | HEALTH INSURANCE | 127.50 |
| MUTUAL OF OMAHA | LIFE INSURANCE | 50.00 |
| PINPOINT AUBURN INC | PHONE AND BROADBAND SERVICE | 258.31 |
| REGION V SERVICES | CLEANING SERVICE | 305.00 |
| SOUTHEAST NE DEVELOPMENT DIST. | CDBG 22 DTR PROGRAM | 10,415.00 |
| CHARTER COMMUNICATIONS | PHONE ACCT | 25.62 |
| US CELLULAR | CELL PHONE ACCT | 115.56 |
| WINDSTREAM NEBRASKA INC | PHONE ACCT | 16.22 |
| YOUR PUBLICATION | PUBLISHING | 38.17 |
| | TOTAL | 20,887.36 |
| POLICE DEPARTMENT | | |
| NEMAHA COUNTY NEBRASKA | LAW ENFORCEMENT | 34,650.00 |
| | POLICE DEPARTMENT TOTAL | 34,650.00 |
| FIRE DEPARTMENT | | |
| BLACK HILLS ENERGY | GAS BILL ACCT | 76.11 |
| AUBURN BPW | ELEC | 319.30 |
| FNBO | CARD TRANSACTIONS | 121.70 |
| KALEM SAUNDERS | REIMBURSEMENT | 736.29 |
| REGION V SERVICES | CLEANING SERVICE | 50.00 |
| CHARTER COMMUNICATIONS | PHONE ACCT | 114.55 |
| | FIRE DEPARTMENT TOTAL | 1,417.95 |
| PARK DEPARTMENT | | |
| AUBURN BPW | WATER | 7,644.46 |
| FNBO | CARD TRANSACTIONS | 246.45 |
| REGION V SERVICES | CLEANING SERVICES | 340.00 |
| | PARK DEPARTMENT TOTAL | 8,230.91 |
| SR. CENTER DEPARTMENT | | |
| BLACK HILLS ENERGY | GAS BILL ACCT | 71.93 |
| AUBURN BPW | ELEC | 715.24 |
| PINPOINT AUBURN INC | PHONE AND BROADBAND SERVICE | 54.44 |
| REGION V SERVICES | CLEANING SERVICE | 455.00 |

| VENDOR NAME | REFERENCE | VENDOR TOTAL |
|---|---|---|
| | SR. CENTER DEPARTMENT TOTAL | 1,296.61 |
| LIBRARY DEPARTMENT | | |
| BLUE CROSS-BLUE SHIELD | HEALTH INSURANCE | 1,115.42 |
| AUBURN BPW | ELEC | 713.86 |
| LINDA BANTZ | CUSTODIAL SERVICES | 400.00 |
| MID-AMERICAN BENEFITS INC | HEALTH INSURANCE | 12.00 |
| MUTUAL OF OMAHA | LIFE INSURANCE | 7.20 |
| WINDSTREAM NEBRASKA INC | PHONE ACCT | 120.66 |
| | LIBRARY DEPARTMENT TOTAL | 2,369.14 |
| POOL DEPARTMENT | | |
| BLACK HILLS ENERGY | GAS BILL ACCT | 1,164.81 |
| AUBURN BPW | IRRIGATION WA | 4,613.93 |
| FNBO | CARD TRANSACTIONS | 2,155.98 |
| NE DEPT. OF REVENUE | SALES AND USE TAX | 1,148.83 |
| CHARTER COMMUNICATIONS | PHONE ACCT | 137.97 |
| | POOL DEPARTMENT TOTAL | 9,221.52 |
| | GENERAL FUND TOTAL | 78,073.49 |
| STREET FUND | | |
| BLACK HILLS ENERGY | GAS BILL ACCT | 46.94 |
| BLUE CROSS-BLUE SHIELD | HEALTH INSURANCE | 3,123.16 |
| AUBURN BPW | ELEC | 611.18 |
| FNBO | CARD TRANSACTIONS | 177.35 |
| JACKSON SERVICES INC | UNIFORM SERVICE | 267.37 |
| MARK HARMS | LAND USE | 500.00 |
| MID-AMERICAN BENEFITS INC | HEALTH INSURANCE | 36.00 |
| MUTUAL OF OMAHA | LIFE INSURANCE | 37.83 |
| PINPOINT AUBURN INC | PHONE AND BROADBAND SERVICE | 64.99 |
| REGION V SERVICES | CLEANING SERVICE | 31.50 |
| CHARTER COMMUNICATIONS | PHONE ACCT | 32.12 |
| US CELLULAR | CELL PHONE ACCT | 57.78 |
| | TOTAL | 4,986.22 |
| | STREET FUND TOTAL | 4,986.22 |
| KENO FUND | | |
| KENO BETTERMENT | | |
| NE DEPT. OF REVENUE | KENO TAX APR-JUN 2023 | 246.00 |
| | KENO BETTERMENT TOTAL | 246.00 |
| | KENO FUND TOTAL | 246.00 |

| VENDOR NAME | REFERENCE | VENDOR TOTAL |
|---|---|---|
| COMM REDEVELOP AUTHORITY | | |
| BAIRD HOLM LLP | LEGAL SERVICES | 725.00 |
| | TOTAL | 725.00 |
| | COMM REDEVELOP AUTHORITY TOTAL | 725.00 |
| | Accounts Payable Total | 84,030.71 |

# CLAIMS REPORT
**Check Range: 8/01/2023- 8/15/2023**

AGENDA ITEM NO E-1

| VENDOR NAME | REFERENCE | VENDOR TOTAL |
|---|---|---|
| GENERAL FUND | | |
| AMERICAN RECYCLING SANITATION | GARBAGE SERVICE/RECYCLING | 145.00 |
| BCom Solutions, LLC | WEBSITE HOSTING/DIGITAL MARKET | 1,430.00 |
| BLUE CROSS-BLUE SHIELD | HEALTH INSURANCE | 1,816.53 |
| AUBURN BPW | ELEC | 1,107.32 |
| FIRST CONCORD BENEFITS GROUP | BENEFIT SERVICES | 13.95 |
| FNBO | CARD TRANSACTIONS | 562.19 |
| MICROFILM IMAGING SYSTEMS INC | EQUIPMENT RENTAL | 138.00 |
| MID-AMERICAN BENEFITS INC | HEALTH INSURANCE | 52.50 |
| MUTUAL OF OMAHA | LIFE INSURANCE | 50.00 |
| PINPOINT AUBURN INC | PHONE AND BROADBAND SERVICE | 258.31 |
| REGION V SERVICES | CLEANING SERVICE | 152.50 |
| CHARTER COMMUNICATIONS | PHONE ACCT | 25.62 |
| US CELLULAR | CELL PHONE ACCT | 115.57 |
| WINDSTREAM NEBRASKA INC | PHONE ACCT | 16.22 |
| | TOTAL | 5,883.71 |
| POLICE DEPARTMENT | | |
| NEMAHA COUNTY NEBRASKA | LAW ENFORCEMENT | 34,650.00 |
| | POLICE DEPARTMENT TOTAL | 34,650.00 |
| FIRE DEPARTMENT | | |
| BLACK HILLS ENERGY | GAS BILL ACCT | 80.06 |
| AUBURN BPW | ELEC | 355.34 |
| FNBO | CARD TRANSACTIONS | 246.74 |
| REGION V SERVICES | CLEANING SERVICE | 50.00 |
| CHARTER COMMUNICATIONS | PHONE ACCT | 114.85 |
| | FIRE DEPARTMENT TOTAL | 846.99 |
| FIRE SINKING DEPARTMENT | | |
| HEIMAN INC | FIRE TRUCK | 67,779.00 |
| | FIRE SINKING DEPARTMENT TOTAL | 67,779.00 |
| PARK DEPARTMENT | | |
| AUBURN BPW | SEWER | 7,273.30 |
| FNBO | CARD TRANSACTIONS | 31.27 |
| FRONTIER COOPERATIVE | CHEMICALS | 440.00 |
| REGION V SERVICES | CLEANING SERVICE | 360.00 |
| | PARK DEPARTMENT TOTAL | 8,104.57 |
| SR. CENTER DEPARTMENT | | |
| BLACK HILLS ENERGY | GAS BILL ACCT | 72.61 |
| AUBURN BPW | ELEC | 612.88 |
| PINPOINT AUBURN INC | PHONE AND BROADBAND SERVICE | 54.44 |
| REGION V SERVICES | CLEANING SERVICE | 227.50 |

| VENDOR NAME | REFERENCE | VENDOR TOTAL |
|---|---|---|
| | SR. CENTER DEPARTMENT TOTAL | 967.43 |
| LIBRARY DEPARTMENT | | |
| AMERICAN RECYCLING SANITATION | GARBAGE SERVICE/RECYCLING | 50.60 |
| BLUE CROSS-BLUE SHIELD | HEALTH INSURANCE | 1,115.42 |
| AUBURN BPW | ELEC | 1,083.06 |
| LINDA BANTZ | CUSTODIAL SERVICES | 400.00 |
| MID-AMERICAN BENEFITS INC | HEALTH INSURANCE | 12.00 |
| MUTUAL OF OMAHA | LIFE INSURANCE | 7.20 |
| WINDSTREAM NEBRASKA INC | PHONE ACCT | 276.57 |
| | LIBRARY DEPARTMENT TOTAL | 2,944.85 |
| POOL DEPARTMENT | | |
| BLACK HILLS ENERGY | GAS BILL ACCT | 467.88 |
| AUBURN BPW | IRRIGATION WA | 5,317.52 |
| FNBO | CARD TRANSACTIONS | 2,317.31 |
| NE DEPT. OF REVENUE | SALES AND USE TAX | 736.05 |
| NE STATE FIRE MARSHAL | BOILER INSPECTION | 36.00 |
| CHARTER COMMUNICATIONS | PHONE ACCT | 137.97 |
| | POOL DEPARTMENT TOTAL | 9,012.73 |
| | GENERAL FUND TOTAL | 130,189.28 |
| STREET FUND | | |
| BLACK HILLS ENERGY | GAS BILL ACCT | 46.04 |
| BLUE CROSS-BLUE SHIELD | HEALTH INSURANCE | 1,848.40 |
| AUBURN BPW | ELEC | 711.65 |
| FNBO | CARD TRANSACTIONS | 389.91 |
| JACKSON SERVICES INC | UNIFORM SERVICE | 266.98 |
| MARK HARMS | LAND USE | 500.00 |
| MID-AMERICAN BENEFITS INC | HEALTH INSURANCE | 36.00 |
| MUTUAL OF OMAHA | LIFE INSURANCE | 37.83 |
| PINPOINT AUBURN INC | PHONE AND BROADBAND SERVICE | 64.99 |
| REGION V SERVICES | CLEANING SERVICE | 42.00 |
| CHARTER COMMUNICATIONS | PHONE ACCT | 32.42 |
| US CELLULAR | CELL PHONE ACCT | 57.78 |
| | TOTAL | 4,034.00 |
| | STREET FUND TOTAL | 4,034.00 |
| | Accounts Payable Total | 134,223.28 |

# CLAIMS REPORT
**Check Range: 8/16/2023- 8/16/2023**

AGENDA ITEM NO E-1

| VENDOR NAME | REFERENCE | VENDOR TOTAL |
|---|---|---|
| GENERAL FUND | | |
| AIRSTREAM HEATING AND COOLING | HVAC EQUIPMENT | 4,635.00 |
| AUBURN NEWSPAPERS | PUBLISHING | 307.20 |
| AUTO AIR & REPAIR | SERVICE VEHICLE | 75.00 |
| BOCKMANN INC | ASBESTOS SURVEY | 370.00 |
| DARNELL GLASS CO. | DOOR LOCK | 1,431.00 |
| EAKES OFFICE SOLUTIONS | SUPPLIES | 173.22 |
| JEO CONSULTING GROUP INC. | PROFESSIONAL SERVICES | 8,200.00 |
| LEAGUE OF NE MUNICIPALITIES | MEMBERSHIP | 7,240.00 |
| MEYER LABORATORY INC | SUPPLIES | 259.35 |
| NEMAHA COUNTY SHERIFF | SERVE NOTICE | 18.50 |
| SCHENDEL PEST CONTROL | PEST CONTROL SERVICES | 200.00 |
| | TOTAL | 22,909.27 |
| FIRE DEPARTMENT | | |
| CHRIS JOBE | FIRE CHIEF EXPENSES | 500.00 |
| DARWIN MCCOLLUM | FIRE CHIEF EXPENSES | 500.00 |
| FARMERS COOPERATIVE | FUEL EXPENSE | 20.09 |
| HEIMAN INC | EQUIPMENT | 1,718.38 |
| SCHENDEL PEST CONTROL | PEST CONTROL SERVICES | 200.00 |
| VAUGHN SEVERS | FIRE CHIEF EXPENSES | 500.00 |
| | FIRE DEPARTMENT TOTAL | 3,438.47 |
| PARK DEPARTMENT | | |
| AUBURN PLUMBING,HTG & AC INC. | PLUMBING PARTS | 22.63 |
| BRADLEY ELECTRIC | ELECTRICAL SERVICE | 107.48 |
| BULLDOG AUTO SUPPLY INC | PARTS/SUPPLIES | 296.89 |
| LYNCH'S HARDWARE & GIFTS | MAINTENANCE SUPPLIES | 132.88 |
| RAYMOND'S ELECTRIC | ELECTRICAL SERVICE | 1,467.00 |
| SCHENDEL PEST CONTROL | PEST CONTROL SERVICES | 200.00 |
| YOLANDA KERR | FLOWER/GARDENING SERVICE | 500.00 |
| | PARK DEPARTMENT TOTAL | 2,726.88 |
| SR. CENTER DEPARTMENT | | |
| A BETTER HOOD CLEANING LLC | KITCHEN HOOD INSPECTION/CLEAN | 600.00 |
| AIRSTREAM HEATING AND COOLING | HVAC SERVICE | 432.50 |
| | SR. CENTER DEPARTMENT TOTAL | 1,032.50 |
| LIBRARY DEPARTMENT | | |
| AMAZON CAPITAL SERVICES | BKS/AVS | 737.21 |
| AUBURN MEM. LIBRARY PETTY CASH | POSTAGE/ILL | 147.20 |
| BAKER & TAYLOR | BKS/AVS | 548.75 |
| EAKES OFFICE SOLUTIONS | SUPPLIES | 433.35 |
| LINCOLN JOURNAL STAR | SUBSCRIPTION | 741.00 |
| OCLC INC | WORLDSHARE ILL | 830.61 |
| OMAHA WORLD HERALD | SUBSCRIPTION | 535.39 |
| OVERDRIVE, INC. | BKS/AVS | 454.35 |
| RICOH USA, INC | EQUIPMENT COPIES | 88.01 |
| SCHENDEL PEST CONTROL | PEST CONTROL SERVICES | 250.00 |

| VENDOR NAME | REFERENCE | VENDOR TOTAL |
|---|---|---|
| SPRING CREEK SEAMLESS ROOFING | BUILDING MAINTENANCE | 250.00 |
| THE PENWORTHY COMPANY | BKS/AVS | 357.32 |
| WT.COX SUBSCRIPTIONS | SUBSCRIPTION | 936.62 |
| | LIBRARY DEPARTMENT TOTAL | 6,309.81 |
| POOL DEPARTMENT | | |
| AQUA-CHEM, INC | CHEMICALS | 2,573.10 |
| BRENT LOTTMAN | HS FA/CPR/AED TRAINING | 800.00 |
| CHESTERMAN COMPANY | CONCESSION SUPPLIES | 519.78 |
| GLENN'S CORNER MARKET | SUPPLIES | 19.36 |
| LYNCH'S HARDWARE & GIFTS | SUPPLIES | 42.99 |
| | POOL DEPARTMENT TOTAL | 3,955.23 |
| | GENERAL FUND TOTAL | 40,372.16 |
| STREET FUND | | |
| AKRS EQUIPMENT | PARTS/SUPPLIES | 360.96 |
| AUBURN AUTO CENTER | PARTS/SUPPLIES/TIRE | 491.50 |
| BEARD'S SALVAGE INC. | SUPPLIES/MATERIALS | 312.00 |
| BINDER BROS., INC. | SUPPLIES/MATERIALS | 492.00 |
| BULLDOG AUTO SUPPLY INC | PARTS/SUPPLIES | 277.33 |
| CONCRETE INDUSTRIES INC. | CONCRETE | 2,581.01 |
| EGGERS BROTHERS INC | LINER IN TRUCK | 2,849.42 |
| FILTER CARE | CLEAN FILTERS | 26.90 |
| LYNCH'S HARDWARE & GIFTS | SUPPLIES | 29.55 |
| MELLAGE TRUCK & TRACTOR | PARTS/SUPPLIES | 285.91 |
| MICHAEL TODD INDUSTRIAL SUPPLY | PARTS/SUPPLIES | 825.83 |
| RAYMOND'S ELECTRIC | ELECTRICAL SERVICE/LIGHTING | 4,090.00 |
| ROSE EQUIPMENT | PARTS/SUPPLIES | 31.38 |
| | TOTAL | 12,653.79 |
| | STREET FUND TOTAL | 12,653.79 |
| | Accounts Payable Total | 53,025.95 |

AGENDA ITEM NO
G-1

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

# INVOICE

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

| | |
|---|---|
| INVOICE | 2324-127-1 |
| DATE | 07/01/2023 |
| TERMS | Quarterly |
| DUE DATE | 10/29/2023 |

| DATE | ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|---|
| 07/01/2023 | Dues (Membership) | | 1 | 2,125.00 | 2,125.00 |
| 07/01/2023 | Dues (Housing) | | 1 | 1,041.00 | 1,041.00 |

Membership totals based on population data from the 2020 US Census. Source data can be provided upon request.

BALANCE DUE **$3,166.00**

AGENDA ITEM NO
G-2

**PROFESSIONAL SERVICE / CONSULTANT AGREEMENT**

**Project Title: Auburn Downtown Revitalization (DTR) Program**

**THIS AGREEMENT** made and entered into by and between the City of Auburn, Nebraska (hereinafter referred to as the City) and JEO Consulting Group, Inc. (hereinafter referred to as the Consultant).

**WITNESSES THAT:**

**WHEREAS,** the City [1101 J Street Auburn, NE 68305] and the Consultant [2000 Q Street Suite 500 Lincoln, NE 68503] are desirous of entering into a contract to formalize their relationship, and

**WHEREAS,** pursuant to Title I of the Housing and Community Development Act of 1974, as amended through 1981 and 24 CFR 570, the State of Nebraska Department of Economic Development (the Department) is authorized by the federal Department of Housing and Urban Development (HUD) to provide Community Development Block Grant Program funds (hereinafter referred to as CDBG funds) to units of local government selected to undertake and carry out certain programs and projects under the Nebraska State Community Development Block Grant Program in compliance with all applicable local, state and federal laws, regulations and policies, and

**WHEREAS,** the City, as part of its 2022 CDBG grant agreement with the Department, under contract number 22DTR001, has been awarded CDBG funds for the purposes set forth herein, and

**WHEREAS,** the Scope of Work included in this contract is authorized as part of the City 's approved CDBG program, and

**WHEREAS,** it would be beneficial to the City to utilize the Consultant as an independent entity to accomplish the Scope of Work set forth herein and such endeavor would tend to best accomplish the objectives of the local CDBG program.

**NOW, THEREFORE,** in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived therefrom, the parties hereto agree as follows:

1. **Services to be Provided by the Parties**

   a. The Consultant shall complete, in a satisfactory and proper manner as determined by the City, the work activities described in the Scope of Work (**Attachment #1**).

   b. The City will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 Compensation below.

2. **Time of Performance**
   The start of the contract shall be the date the parties sign and complete execution of the contract. The termination date of the contract shall be December 31, 2024. The effective date of this contract shall be the date the parties sign and complete execution of the contract.

3. **Compensation**

The City shall reimburse the Consultant in accordance with the Payment Schedule described in **Attachment #2** for all allowable expenses agreed upon by the parties to complete the Scope of Work. Contract will not use cost-plus or percentage of cost basis. In no event shall the total amount reimbursed by the City exceed the sum of $15,000.00 (Fifteen Thousand dollars). Reimbursement under this contract shall be based on billings that are supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this agreement.

It is also understood that this contract is funded in whole or in part with funds through the State of Nebraska Community Development Block Grant Program as administered by the Department and is subject to those regulations and restrictions normally associated with federally funded programs.

4. **Record Maintenance, Record Retention, and Access to Records**

The Consultant agrees to maintain such records and follow such procedures as may be required under 2 CFR §200.300–345 and any such procedures that the City or the Department may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Consultant for a period of ten years after the final audit of the City's CDBG project, unless a longer period is required to resolve audit findings or litigation. In such cases, the City shall request a longer period for record retention.

The City, the Department, and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Consultant involving transactions to this local program and contract.

5. **Relationship**

The relationship of the Consultant to the City shall be that of an independent Consultant rendering professional services. The Consultant shall have no authority to execute contracts or to make commitments on behalf of the City and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the City and the Consultant.

6. **Suspension, Termination and Close Out**

If the Consultant fails to comply with the terms and conditions of this contract the City may pursue such remedies as are legally available including, but not limited to the suspension or termination of this contract in the manner specified herein:

1. **Suspension:** If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with the provisions of this contract, the City may suspend the contract pending corrective actions or investigation, effective not less than 7 days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and

effect until the Consultant has taken corrective action to the satisfaction of the City and is able to substantiate its full compliance with the terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the contract except:

**(1)** Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.

**(2)** If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.

**(3)** In the event all or any portion of the work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the City shall pay the Consultant for work performed to the satisfaction of the City, in accordance with the percentage of the work completed.

2. **Termination for Cause:** The City may terminate its contract with the Consultant if the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exist.

**(1)** The lack of compliance with the provisions of this contract are of such scope and nature that the City deems continuation of the contract to be substantially detrimental to the interests of the City;

**(2)** The Consultant has failed to take satisfactory action as directed by the City or its authorized representative within the time specified by same;

**(3)** The Consultant has failed within the time specified by the City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract; then, the City may terminate this contract in whole or in part, and thereupon shall notify the Consultant of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions are allowable.

3. **Termination for Other Grounds:** This contract may also be terminated in whole or in part:

**(1)** By the City, with the consent of the Consultant, or by the Consultant with the consent of the City, in which case the two parties shall devise by mutual agreement, the conditions of termination including effective date and in case of termination in part, that portion to be terminated.

**(2)** If the funds allocated by the City via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.

**(3)** In the event the City fails to pay the Consultant promptly or within 60 days after

invoices are rendered, the City agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such an event, the City shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.

**(4)** The City may terminate this contract at any time giving at least 10-days notice in writing to the Consultant. If the contract is terminated for convenience of the City as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

**7. Changes, Amendments, Modifications**

The City may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation therefore, which are mutually agreed upon by the City and the Consultant shall be incorporated in written amendments to this contract.

**8. Personnel**

The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees or have any contractual relationship to the City.

All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

**9. Assignability**

The Consultant shall not assign any interest on this contract and shall not transfer any interest on this contract (whether by assignment or notation), without prior written consent of the City thereto: Provided, however, that claims for money by the Consultant from the City under this contract may be assigned to a bank, trust company, or other financial institutions without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

**10. Reports and Information**

The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

**11. Findings Confidential**

All of the reports, information, data, etc., prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the City.

12. **Copyright**
No reports, maps, or other documents produced in whole or in part under this contract shall be subject of an application for copyright by or on behalf of the Consultant.

13. **Compliance With Local Laws**
The Consultant shall comply with all applicable laws, ordinances and codes of the state and local governments and the Consultant shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.

14. **Title VI of the Civil Rights Act of 1964**
No person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

15. **Section 109 of the Housing and Community Development Act of 1974**
No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

16. **Section 3 Compliance in the Provision of Training, Employment and Business Opportunities**
    a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment arising in connection with Section 3 projects are provided to Section 3 workers (as defined in 24 CFR Part 75) within the metropolitan area (or nonmetropolitan county) in which the project is located and contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing in the metropolitan area (or nonmetropolitan county) in which the project is located.

    b. The parties to this contract will comply with the provisions of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.

    c. The Consultant will send to each labor organization or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

    d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 75. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found

in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 75, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 75.

**17. Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101 et.seq.)**

No person will be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

**18. Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794)**

No otherwise qualified individual will, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal assistance funds.

**19. Executive Order 11246, As Amended.**

This Order applies to all federally assisted construction contracts/subcontracts (that exceed $10,000) and non-construction/service contracts and subcontracts (that exceed $50,000). The Subrecipient and subcontractors, if any, will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee and subcontractors, if any, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

**20. Conflict of Interest 2 CFR §200.318**

No officer, employee or agent of the Grantee who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this contract. Upon written request, exceptions may be granted upon a case-by-case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by the Department.

**21. Audits and Inspections**

The City, the Department, the State Auditor and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the CDBG project and this contract, by whatever legal and reasonable

means are deemed expedient by the City, DED, the State Auditor and HUD.

**22. Hold Harmless**

The Consultant agrees to indemnify and hold harmless the City, its appointed and elected officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the City, its elected or appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this agreement. The Consultant shall not be liable for property and bodily injury as may result from the negligence of any construction contractor or construction subcontractor.

**23. Governing Law**

This Agreement will be governed by the laws of the State of Nebraska, without regard to that body of law controlling conflicts of law. Any legal proceeding arising out of, or relating to this Agreement, shall be instituted in any court of general jurisdiction in the State of Nebraska.

This agreement contains all terms and conditions agreed to by the City and the Consultant. The attachments to this agreement are identified as follows:

**ATTACHMENT #1**

**SCOPE OF WORK** for AUBURN, NEBRASKA for the Auburn Downtown Revitalization (DTR) Project consisting of 1 page.

**ATTACHMENT #2**

**PAYMENT SCHEDULE** for AUBURN, NEBRASKA for the Auburn Downtown Revitalization (DTR) Project consisting of 1 page.

**ATTACHMENT #3**

**JEO CONSULTING GROUP, INC. GENERAL CONDITIONS** for AUBURN, NEBRASKA for the Auburn Downtown Revitalization (DTR) Project consisting of 2 pages.

**WITNESS WHEREOF,** the City and the Consultant have executed this contract agreement as of the date and year last written below.

**CITY (AUBURN, NEBRASKA)**

By: _____

Printed Name: _____

Title: _____

Address: _____

Date: _____

**CONSULTANT (JEO CONSULTING GROUP, INC)**

By: _____

Printed Name: Steven W. Arens, PE, SE

Title: Senior Structural Project Manager

Address: 2000 Q Street Suite 500 Lincoln, NE 68503

Date: 08/17/2023

**APPROVED as to legal form:**

By: _____

Printed Name: _____

Date:

ENGINEERING ■ ARCHITECTURE ■ SURVEYING ■ PLANNING

# ATTACHMENT #1 - SCOPE OF WORK

## PROJECT UNDERSTANDING / SCOPE OF WORK:

The city of Auburn wishes to perform an inspection and study into two existing historic building structures located at 922 and 923 Central Avenue as part of the Community Development Block Grant (CDBG) Downtown Revitalization (DTR) program. This inspection and study will focus on structural concerns with the exterior walls of these buildings. There is some noted deterioration (loose bricks, crumbling limestone, etc) in the exterior walls adjacent to Highway 75.

The services include a site visit and structural/architectural report on the general condition of these two building structures. The inspection will consist of visual observation of exposed elements, and those accessible with minimal removal of finished material. The report will describe the current general condition of the structure. Conceptual repairs recommendations will be documented, along with associated repair cost estimates. The repair recommendations will take into account historical requirements per Nebraska State Historic Preservation Office (SHPO).

JEO Consulting Group, Inc. will lead the structural inspection and overall report. Berggren Architects, P.C. (subconsultant) will complete an architectural inspection and focus on historical items and requirements.

This agreement includes work for the inspection, study, and cost estimating phase. Design, bidding, and construction services are not included and will be added in an amendment to this agreement after discussing the inspection/study findings with the city and determining the extent and type of repairs needed for these two building structures.

## PROJECT SCHEDULE:

It is anticipated that this inspection and study will occur in fall of 2023. Design, bidding, and construction of any repairs will occur in 2024.

## ADDITIONAL SERVICES NOT INCLUDED:

a. Public information or meetings
b. Tasks beyond those specifically outlined above
c. Structural/Architectural Design or Analysis (to be included as an amendment)
d. Bidding or Construction Services (to be included as an amendment)

## OWNER TO PROVIDE:

a. Determine a single point of contact to make day to day decisions and distribute information to necessary City officials and staff as necessary
b. Provide timely plan reviews.
c. Provide any existing as-built plans.
d. Location of City owned utilities


p: 402 435 3080
f: 402 435 4110
2000 O Street, Suite 500
Lincoln, Nebraska 68503
jeo.com

ENGINEERING ■ ARCHITECTURE ■ SURVEYING ■ PLANNING

# ATTACHMENT #2 – PAYMENT SCHEDULE

The City shall reimburse the Consultant on a monthly basis for services rendered; based upon a percentage of completion of the attached Scope of Work (Attachment #1). In no event shall the total amount reimbursed by the City exceed the total identified in Section 3. Consideration of this Agreement, unless there is a change to the Scope of Work authorized and approved by the City. Reimbursement under this Agreement shall be based on invoices that are supported by appropriate documentation of costs incurred.

It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purpose of this Agreement.

**JEO** CONSULTING GROUP INC ■ **JEO** ARCHITECTURE INC

# GENERAL CONDITIONS

**1. SCOPE OF SERVICES:** JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the client 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. CLIENT RESPONSIBILITIES:** The client shall provide all criteria and full information as to the client's requirements for the project; designate and identify in writing a person to act with authority on the client'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 client observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the client shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the client 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 client 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 client 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 client monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Client agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the client fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the client, suspend services to the client 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 client 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 client 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 client on a future extension of this project, or any other project without JEO's written authorization shall be at the client's risk and the client 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 client 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 client are only for convenience of the client. 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 client.

**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 client may make and retain copies of documents for information and reference in connection with use on the project by the client.

**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 client 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 client shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and

## GENERAL CONDITIONS

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 client, 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 client 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 client shall reimburse JEO for any additional limits or coverages that the client 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 client 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 client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client 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 client 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 client 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 client 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 client 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. Engineer shall require the same of each consultant.

AGENDA ITEM NO

G-3

# JEO Bid Award Recommendation

**PROJECT** | Auburn Buildings Reroofing

**JEO PROJECT NO.** | 230032.00

**LOCATION** | Auburn, Nebraska

**LETTING** | July 6, 2023 at 2:00pm

| Bidder | Bid Pkg #1 Sprayed Poly Roof Coating | Bid Pkg #2 Membrane Roofs | Bid Pkg #3 Shingled Roofs | Bid Pkg #4 Metal Roofing | Combined Bid Pkg #1-4 | Acknowledge Addenda (2) | Bid Bond Present | Alternate #1 Loc 12 Bldg 1 Fascia & Soffits | Alternate #2 Loc 6 Bldg 2 Hanger #2 Paint Markings | Alternate #3 Loc 2 Bldg 1 Pool Bldg AC fins | Alternate #4 Loc 3-1 East & West Bldgs Restroom Fascia |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Neemann & Sons Lincoln, NE | $54,640.00 | $84,820.00 | $248,400.00 **$132,900.00** | $440,740.00 | $828,600.00 **$713,100.00** | Yes | Yes | $900.00 | $2,900.00 | $450.00 | $2,500.00 |
| Schoen's Roofing Beatrice, NE | $139,437.92 | $141,890.65 | $133,121.13 | $151,476.85 | $565,926.55 | No | Yes | $961.54 | $3,692.31 | $475.00 | $1,107.60 |

**JEO analysis & recommendation to Owner-based on low bid split award with associated alternates**

Note: This addresses the total scope of work with no omissions or exceptions. Revision indicates windows removed in red, representing a reduced cost in the amount of $115,500.00

Blue text reflects original total prior to window removal

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **Neemann & Sons** | | | | | | | | |
| Base Bids | $84,820.00 | $248,400.00 **$132,900.00** | Windows Removed | | | | | |
| Associated Add Alternates | | | | | $900.00 | | $450.00 | $2,500.00 |
| **Neeman Total** | | | | $337,070.00 **$221,570.00** | | | | |
| **Schoen's Roofing** | | | | | | | | |
| Base Bids | $139,437.92 | Fire Station Included | $151,476.85 | | | | | |
| Associated Add Alternates | | | | | | $3,692.31 | | |
| **Schoen's Total** | | | | **$294,607.08** | | | | |
| **Overall Project Total** | | | | **$516,177.08** ADJUSTED NEW TOTAL<br>**$631,677.08** Windows Removed | | | | |

(JEO Form Rev. 10/2021)

AGENDA ITEM
NO H-1

**RESOLUTION NO. _____**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF AUBURN, NEBRASKA, APPROVING A REDEVELOPMENT CONTRACT FOR A REDEVELOPMENT PROJECT UNDERTAKEN BY THE CITY OF AUBURN, NEBRASKA, AS SET FORTH IN THE "REDEVELOPMENT PLAN FOR THE WESTGATE SUBDIVISION REDEVELOPMENT PROJECT".

WHEREAS, the Mayor and City Council of the City of Auburn, Nebraska (the "City"), previously approved a redevelopment plan entitled, "Redevelopment Plan for the Westgate Subdivision Redevelopment Project", as hereafter may be amended or supplemented (the "Plan"); and

WHEREAS, the Mayor and City Council of the City, has for its consideration, attached hereto and incorporated herein as Exhibit 1, a proposed form of the redevelopment contract by and between the City and the Community Redevelopment Authority of the City (the "Authority"), with respect to the redevelopment project specified in the Plan (the "Redevelopment Contract").

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Auburn, Nebraska, that the Redevelopment Contract by and between the City and the Authority, in the form presented, is hereby acknowledged and approved. The Mayor and City Clerk are hereby authorized to execute said Redevelopment Contract in substantially the form presented but with such changes as they shall deem appropriate or necessary. The execution and delivery by the Mayor of the Redevelopment Contract, or any such documents, instruments, agreements or certifications relating to such matters contained in the Redevelopment Contract, shall conclusively establish their authority with respect thereto and the authorization and approval thereof.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

_____
MAYOR

ATTEST:

_____
CITY CLERK

**EXHIBIT 1**

**Redevelopment Contract**

(See attached)

AGENDA ITEM
NO
H-1

# REDEVELOPMENT CONTRACT
## (The Westgate Subdivision Redevelopment Project)

This Redevelopment Contract for the Westgate Subdivision Redevelopment Project (this "**Redevelopment Contract**") is made and entered into as of the _____, 2023, by and between the Community Redevelopment Authority of the City of Auburn, Nebraska (the "**Authority**"), and the City of Auburn, Nebraska ("**City**"). The Authority and the City may individually be referred to hereinafter as a "**Party**" or collectively as the "**Parties**".

**WITNESSETH:**

WHEREAS, pursuant to the Nebraska Community Development Law, Sections 18-2101, et seq. (the "**Act**"), the Mayor and City Council of the City adopted and approved a redevelopment plan entitled, "Redevelopment Plan for the Westgate Subdivision Redevelopment Project" (the "**Plan**"); and

WHEREAS, the City intends to engage in certain development activities and construct certain improvements upon the real estate shown on Exhibit "A", attached hereto and incorporated herein (the "**Project Site**"), which is located within a community redevelopment area (as defined in the Act) designated by the Mayor and City Council of the City as blighted and substandard and in need of redevelopment, commonly referred to as the "Westgate Redevelopment Area"; and

WHEREAS, the substantial investment necessary for such redevelopment of the Project Site is not economically feasible without the assistance of tax-increment financing ("**TIF**"); and

WHEREAS, the City, pursuant to the Plan, intends to undertake the construction of public improvements to provide infrastructure and create buildable residential lots within the Project Site, as more particularly described in the Plan, and as depicted on the preliminary site plans for the redevelopment project attached hereto and incorporated herein as Exhibit "B", (collectively, said improvements are referred to in this Redevelopment Contract as the "**Redevelopment Project**"); provided that all such plans are preliminary in nature and subject to change; and

WHEREAS, the Authority owns, or will own, the Project Site and will make available such land and cooperate with the City with respect to the redevelopment activities comprising the Redevelopment Contract, as specifically contemplated and set forth in this Redevelopment Contract; and

WHEREAS, the real property within the Project Site, other than streets, outlots, and easements for public utilities, is to be sold by the Authority to third-party developers for construction of the private improvements thereon following the City's construction of the infrastructure thereon; and

WHEREAS, the Authority proposes to authorize, and via the adoption and execution of this Redevelopment Contract, hereby does authorize issuance of its tax increment financing

promissory note (the "**Note**") pursuant to the terms herein, to provide for reimbursement of eligible costs (under the Act) relating to the Redevelopment Project; and

WHEREAS, the City requires the assistance of the Authority for the costs of the eligible improvements for the Redevelopment Project and therefore is willing to agree to the conditions herein set forth as an inducement to the Authority to issue the Note; and

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the Authority and City do hereby agree, covenant and warrant as follows:

**Section 1. <u>Representations, Warranties and Covenants of City.</u>**

The City hereby represents, covenants and warrants as follows:

(a) The City is a Nebraska municipal corporation duly organized and existing under the laws of the State of Nebraska, and is authorized to enter into and perform its obligations under this Redevelopment Contract.

(b) Throughout the term of this Redevelopment Contract, the City will reasonably endeavor to construct the Redevelopment Project in accordance with the terms of this Redevelopment Contract and the Plan, or amendments thereof, and all applicable local, state and federal laws and regulations (including, without limitation, environmental, zoning, building code and public health laws and regulations).

(c) The City acknowledges and agrees that the Authority shall not be obligated to pay any costs related to the Redevelopment Project other than reimbursement of the excess ad valorem real estate taxes for the Project Site collected by the Authority (the "**TIF Revenues**"), if any, as debt service on the Note. In accordance therewith, the City shall timely appropriate, allocate and/or transfer funds to the Authority in amounts sufficient for the Authority to timely pay all costs and expenses related to the Authority's undertakings under this Redevelopment Contract. All such funds transferred by the City to the Authority shall be deemed as Eligible Costs, reimbursable from the TIF Revenues and/or the lot sale proceeds collected by the Authority.

(d) The Redevelopment Project is not economically viable without the assistance of TIF and the City would not construct the Redevelopment Project without TIF.

(e) If the City has monetized the Note by pledging it to its lender, the City shall solely be responsible for all payments due to such lender. If, during the period of this Redevelopment Contract the Project Site, or portion thereof, is assessed at less than the Minimum Valuation (defined below), the City agrees to defer receipt of any shortfall in TIF Revenues caused thereby. If the City is required to defer the receipt of any such shortfall amounts, the City shall be entitled to receive reimbursement of any such shortfall payment to the extent TIF Revenues later

become available prior to maturity of the Note in an amount in excess of the amount necessary to meet the current debt service payments. The City shall forgive any such shortfall amounts not reimbursed at the expiration of the time period allowed for division of the TIF Revenues on the Project Site for payment on the Note, as governed by the Act.

(f) The City shall retain copies of all supporting documents (as defined under section 18-2119(4) of the Act) actually generated and received by the City in relation to the Redevelopment Project or Plan until the expiration of three years following the end of the last fiscal year in which TIF Revenues are divided in relation to the Redevelopment Project.

**Section 2. <u>Representations, Warranties and Covenants of the Authority.</u>**

(a) The Authority is a community redevelopment authority, duly created and organized under the jurisdiction of the City, in accordance with and pursuant to the Act, and is authorized to enter into and perform its obligations under this Redevelopment Contract.

(b) Throughout the term of this Redevelopment Contract, the Authority will maintain the Project Site, to the extent owned by the Authority, in accordance with the terms of this Redevelopment Contract and the Plan, or amendments thereof, and all applicable local, state and federal laws and regulations (including, without limitation, environmental, zoning, building code and public health laws and regulations).

(c) The Authority has not received notices or communications from any local, state or federal official or body that the activities respecting the Project Site or the construction of the Redevelopment Project thereon may be or will be in violation of any law or regulation.

(d) The execution and delivery of this Redevelopment Contract, the consummation of the transactions contemplated hereby and the fulfillment of or compliance with the terms and conditions of this Redevelopment Contract are not prevented or limited by and will not conflict with or result in a breach (i) of any provision of any evidence of indebtedness, agreement or instrument of whatever nature to which the Authority is now a party or by which it is bound; or (ii) of any past, pending or threatened litigation, court order, or administrative proceeding, by which the Authority is or might become bound.

(e) Irrespective of ownership of the Project Site, the Authority consents and agrees to distribution of the TIF Revenues to the holder of the Note.

(f) The Authority shall fully cooperate with the City with respect to the Redevelopment Project, including without limitation, allowing and enabling, and in no way inhibiting, the City to take all necessary actions and activities thereon

and with respect thereto. The Authority acknowledges that the Redevelopment Project will require legal reconfiguration, re-platting, and or other governmental approvals related to the Project Site, as deemed necessary by the City in its discretion. In accordance therewith, the Authority shall cooperate and provide the City with any materials or authorizations required for approval of such actions.

(g) The Redevelopment Project is not economically viable without the assistance of TIF and the Authority, to the extent applicable, would not undertake the Redevelopment Project absent the availability of TIF.

(h) The Authority shall retain copies of all supporting documents (as defined under section 18-2119(4) of the Act) actually generated and received by the Authority in relation to the Redevelopment Project or Plan until the expiration of three years following the end of the last fiscal year in which TIF Revenues are divided in relation to the Redevelopment Project.

(i) Until the termination of this Redevelopment Contract, no sale or conveyance of the Project Site, or portion thereof, other than easements or parcels dedicated to the City, shall be made to any person or entity for ownership or use which would cause the real property within the Project Site to be eligible for exemption from ad valorem taxes under section 77-202 of the Nebraska Statutes, as now existing or hereafter amended, or any successor provision thereto, and that it will not make application for any structure, or any portion thereof, to be taxed separately from the underlying land of any lot. Such representations and warranties shall be included within the CCREs (defined below) recorded against the Project Site by the Authority, and shall run with the land.

(j) Subsequent to the buildout of the private improvements within the Project Site by third-party developers, the Parties anticipate and intend for the creation a taxable real property valuation of the Project Site of not less than: $350,000 per improved single family lot; or $11,550,000 in the aggregate for all tax lots in the Project Site (with respect to each tax lot, or the entire Project Site, as applicable, the "**Minimum Valuation**"). During the period that the Note is outstanding, the Authority and/or its successors and assigns, shall not protest a real estate property valuation, as determined by the appropriate assessing and taxing officials of Nemaha County, Nebraska, for purposes of local ad valorem real estate taxes, to an amount below the Minimum Valuation – whether in the aggregate or on a lot-by-lot basis. Such representations and warranties shall be included within the CCREs recorded against the Project Site by the Authority, and shall run with the land.

(k) The Authority, its successors and assigns, to the extent the Project Site, or portion thereof, is owned thereby, agree as follows:

(i) to pay all local ad valorem real estate taxes for the Project Site as levied and assessed before the same become delinquent; and

(ii) not to seek any administrative review or judicial review of the applicability or validity of any tax statute relating to taxation of the Redevelopment Project or to raise such inapplicability or invalidity as a defense in any administrative or judicial proceedings; and

(iii) not to seek any tax deferral or tax abatement with respect to local ad valorem taxes, either as presently or prospectively authorized under any law of the State of Nebraska or federal law with respect to the Redevelopment Project.

Such representations and warranties shall be included within the CCREs recorded against the Project Site by the Authority, and shall run with the land.

(l) The Authority, its successors and assigns, to the extent the Project Site, or portion thereof, is owned thereby, shall pay or cause to be paid, when due and before any fine, penalty, interest or cost may be added thereto for the non-payment thereof, all water and sewer rates and charges, occupancy tax, special assessments and other governmental levies and charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature whatsoever, which are assessed, levied, confirmed, imposed or become payable with respect to the Project Site; provided, however, that any special assessments levied for water, sewer or paving improvements shall be permitted to be paid as the same fall delinquent and may bear interest from the date of levy or other appropriate date set by the levying body. Such representations and warranties shall be included within the CCREs recorded against the Project Site by the Authority, and shall run with the land.

(m) Within a reasonable time following the full execution of this Redevelopment Contract, the Authority shall file covenants, conditions, restrictions and easements (the "CCREs") against the Project Site, which shall include, without limitation: (i) all covenants, conditions and restrictions specifically identified for inclusion therein under this Redevelopment Contract; (ii) covenants requiring commencement of construction by third parties of the private improvements on a lot within one (1) year after the sale of such lot from Authority to the third party; (iii) permanent utility, access, and other easements necessary for construction of the Redevelopment Project and subsequent buildout of the private improvements within the Project Site, as determined by the City in its discretion; (iv) temporary construction easement(s) for the benefit of the City and its agents granting access to the Project Site and permitting all necessary activities thereon with respect to construction of the Redevelopment Project, as determined by the City in its discretion; and (v) any other covenants, conditions, restrictions and/or easements deemed necessary by the City in relation to the Redevelopment Project, the Project Site, and/or the subsequent buildout of private improvements thereon, in the City's discretion.

(n) The Authority shall endeavor to sell, pursuant and subject to the terms of this Redevelopment Contract, all legal parcels within the Project Site to third parties for subsequent buildout of the private improvements in a diligent and expeditious manner. If the Authority is unable to sell such lot(s) within a reasonable timeframe after completion of the infrastructure necessary for the lot(s) to be buildable, the Authority shall, upon written notice from the City, reduce the sale price for one or more of the unsold lots by an amount determined by the City, in the City's discretion and as set forth in the City's written notice with respect thereto, and market the same, in a commercially reasonable manner, at such reduced price.

(o) The Authority acknowledges that the proceeds used by the Authority to purchase the Project Site, consisting of approximately One Million Dollars ($1,000,000), were allocated by the City to the Authority for such purpose. In accordance therewith and in consideration thereof, upon the sale of each lot within the Project Site from the Authority to a third party, the Authority shall tender one hundred percent (100%) of the proceeds of such sale to the City contemporaneously with the closing of such lot(s). In addition thereto, all funds or proceeds received by the Authority in relation to the Project Site or Redevelopment Project, whether specifically identified herein or otherwise, shall be tendered by the Authority to the City within a reasonable time following their receipt.

(p) The Authority shall not sell or otherwise dispose of or convey the Project Site, or any portion thereof, to any third party for any use other than the uses contemplated by this Redevelopment Contract in conjunction with carrying out the Redevelopment Project.

(q) The Authority has not filed and does not intend to file an application with the Nebraska Department of Revenue to receive tax incentives under the Nebraska Advantage Act related to a project in the Project Site. In as much as no such application has been filed, none has been approved.

(r) The Authority has not filed an application with the Nebraska Department of Revenue requesting a refund of any local option sales tax related to a project in the Project Site.

If the Authority is in breach of any of the covenants, conditions or warranties provided above or otherwise set forth in this Redevelopment Contract, and such breach continues for a period of ten (10) days following written notice thereof from the City, the Authority shall be in default of its obligations under this Redevelopment Contract. Upon any such default by the Authority, the City shall have, and the Authority hereby grants to the City, an option to procure title to the Project Site from the Authority (to the extent owned by the Authority), at no cost to the City. The City, in its discretion, may execute the above option on only a portion of the Project Site. Following an applicable default event by the Authority, the City may elect to execute the above option via written notice of the same to the Authority describing the real estate to be transferred to the City. Upon such an election by the City, the Authority shall transfer title

to the Project Site, or relevant portion thereof, to the City in accordance with the above terms within thirty (30) days after the Authority's receipt of the City's notice; and the Authority shall be relieved of all further obligations or liabilities under this Section 2 with respect to the transferred property.

**Section 3. Incorporation of Plan; Authority to Issue Note; Additional Indebtedness.**

This Redevelopment Contract hereby incorporates the Plan by this reference. The Authority and City anticipate that the public infrastructure improvements constructed by the City as part of the Redevelopment Project will be undertaken in one or more phase(s), over such timeframe as the City finds necessary or desirable, in order to mirror the demands of the housing market and mitigate the City's risk as developer of the Redevelopment Project. The City and Authority acknowledge and agree that the site plan and layout of the Redevelopment Project, as currently set forth under Exhibit "B", is subject to change in the sole discretion of the City; and any modifications thereto shall be incorporated via an amendment to this Redevelopment Contract.

The Authority and the City anticipate that the private improvements constructed by third-party developers upon the buildable lots created by the Redevelopment Project will be undertaken and constructed over the course of multiple years, separate and apart from such phases related to the construction of infrastructure. The Parties acknowledge and agree that construction of the private improvements upon the Project Site is not a part of the City's obligations under this Redevelopment Contract. However, it is the intent of the Parties that construction of such private improvements by third parties will dictate establishment of the Sub-Phases (defined below), as determined by the valuation increases that occur from the construction of private improvements on specific lots during a given year.

Prior to August 1 of each calendar year following completion of the Redevelopment Project, or portion thereof, the Authority and City shall identify any lots which incurred a material increase in taxable valuation due to the buildout (or partial buildout) of private improvements thereon. Any such lot(s) located in the Project Site which is/are identified in a given calendar year as having incurred a material increase in assessed valuation shall, pursuant to Section 18-2147 of the Act, be set forth in a "Notice to Divide Tax for Community Redevelopment Project" ("**NTD**"), which shall be filed by the Authority on or before August 1 of such calendar year with the office of the Nemaha County Assessor, without requirement of additional hearings or public notice. The lot or lots identified in a NTD for a particular year are referred to herein as a "**Sub-Phase**" of the Redevelopment Project.

Pursuant to Section 18-2147 of the Act, each Sub-Phase will have a different "**Effective Date**" (as defined in the Act) for the division of ad valorem taxes along with a new increment period of 15 years. The TIF Revenues for each Sub-Phase will be divided and collected upon the lot(s) making up the Sub-Phase, and distributed as debt service on the Note until the expiration of the applicable 15 year period (with respect to each such Sub-Phase), or upon full payment of the Note, whichever occurs first. The Effective Date for each Sub-Phase shall be January 1 of the year such Sub-Phase is established via filing of a NTD with respect thereto.

In accordance with the above, in order to provide for payment of some of the TIF-eligible costs for the Redevelopment Project set forth in the Plan and this Redevelopment Contract, as described in Exhibit "C", attached hereto and incorporated herein (the "**Eligible Costs**"), the Authority shall proceed to issue the Note, in substantially the same form as that attached hereto as Exhibit "D" and incorporated herein, in the principal amount of Three Million Three Hundred Sixty-Six Thousand Two Hundred Forty & 00/100 Dollars ($3,366,240), at an interest rate of two percent (2%) per annum, pursuant to the terms of this Redevelopment Contract and as set forth in the Note. The interest rate on the Note is intended to reflect the estimated natural increase of property values and tax assessments thereof observed on a year-to-year basis.

The Authority shall be and is hereby authorized to issue the Note at the expiration of thirty (30) days following the Authority's approval and adoption of this Redevelopment Contract, in accordance with the terms of this Redevelopment Contract and the Note. The Note shall constitute a limited obligation of the Authority payable exclusively from TIF Revenues. Prior to receipt of any TIF Revenues, the Authority shall create a special fund established solely to make payments on the Note (the "**TIF Fund**"). Upon receipt of the TIF Revenues, the Authority shall deposit the TIF Revenues into the TIF Fund, and subsequently disburse said TIF Revenues to the holder of the Note (but only from available TIF Revenues) at the times specified in the Note, pursuant to the terms of this Redevelopment Contract and the Note.

Prior to or immediately following completion of the Redevelopment Project, the City shall submit to the Authority a certification of Eligible Costs expended by the City (a "**Cost Certification**"). The City may, at its option, submit one or more partial Cost Certifications prior to expenditure of all Eligible Costs providing certification of receipt of billings for work in progress. All Cost Certifications shall be subject to review and approval by the Authority and must be in a form acceptable to the Authority in the Authority's reasonable discretion. If, following completion of the Redevelopment Project and the sale of all buildable lots to third parties, the aggregate total of the Eligible Costs set forth in the approved Cost Certifications is less than the original principal amount on the Note, the principal amount of the Note shall be reduced by the differential between the original principal amount of the Note and the Eligible Costs of the Redevelopment Project so certified.

The Authority may treat the registered holder of the Note as the absolute owner of the Note for the purpose of making payments thereon and for all other purposes. All payments on account of interest or principal made to the registered holder of the Note in accordance with the terms of this Redevelopment Contract and the Note shall be valid and effectual and shall be a discharge of the Authority and its officers and agents, in respect of the liability upon the Note or claims for interest to the extent of the sum or sums so paid. The Authority shall keep current records of all payments on the Note and the outstanding balance of principal and interest on the Note, including any reductions thereof as detailed above, and such records shall be treated as determinative by the Parties and/or their assigns. The City may transfer or pledge the Note as collateral upon prior written notice to the Authority, accompanied by such documentation effectuating such transfer or pledge, in accordance with such other requirements as may be set forth in the Note. At any time, the Authority shall have the option of prepaying in whole or in part principal of the Note. The Chairperson and Secretary of the Authority, or any one of them,

shall be authorized to take any and all actions, and to execute any and all documents deemed by them necessary to effect the transactions authorized by this Redevelopment Contract.

The City and Authority acknowledge that the Redevelopment Project is anticipated to consist of more Eligible Costs than can be reimbursed by the Note in its current principal amount. Accordingly, if the City and Authority reasonably believe that the realized assessed value(s) of the Project Site will be or are greater than the estimates which form the bases of the Minimum Valuation, the City and Authority may, in their discretion, amend the Plan to authorize the issuance of additional TIF indebtedness to reimburse, in part or in full, the excess Eligible Costs. Upon such an amendment to the Plan, the parties shall enter into an amendment of this Redevelopment Contract setting forth the terms related to the issuance of the additional TIF indebtedness. If the City and Authority do not authorize additional TIF indebtedness as described in this paragraph, the City acknowledges and agrees that any excess Eligible Costs may not be reimbursed by the TIF Revenues, and will be the sole obligation and responsibility of the City.

Additionally, the City may, in its discretion, secure payment/reimbursement of any excess Eligible Costs by: (i) forming an assessment district comprising the Project Site and levying special assessments upon the lots therein; and/or (ii) taking such other appropriate actions and measures to secure such payments/reimbursements.

**Section 4. Sale of Note; Payment of Authority's Legal Fees.**

Purchase of the Note by the City, and the obligation of the Authority to remit the TIF Revenues for the Redevelopment Project as debt service on the Note, may be accomplished by offset in consideration of the City's warranties and obligations to incur the Eligible Costs hereunder so that no bankable currency is exchanged between the Parties at closing of the Note, except as otherwise required hereunder.

Upon full execution of this Redevelopment Contract, the City shall render payment for the legal fees incurred by the City and Authority in relation to the Redevelopment Project, which shall constitute an Eligible Cost expended by the City. The anticipated amount of such fees is approximately $27,000. Such payment shall be made directly to the Authority's special counsel, at the direction of the Authority.

**Section 5. Indemnification and Penal Bond**

The City shall procure a penal bond for the Redevelopment Project, to the extent required under Section 18-2151 of the Act. The Authority shall be included as an obligor on any such bond.

**Section 6. Additional Parties Added as Redeveloper.**

The Parties specifically agree that additional parties or entities may be admitted to and included as redeveloper(s) of the Redevelopment Project upon the mutual written consent of the City and Authority.

**Section 7. Redevelopment Contract Binding Upon Successors and Assigns.**

This Redevelopment Contract is made for the benefit of the City, the Authority, and the registered owners from time to time of the Note as third party beneficiaries. This Redevelopment Contract shall be binding upon the Authority, the City, and any successors or assigns thereof. The City may assign its interest in the Redevelopment Project without the consent of the Authority upon written notice to the Authority; provided that no assignment of this Redevelopment Contract shall be effective until a written instrument binding the assignee under the terms of this Redevelopment Contract (as and to the extent of such assignment), duly acknowledged and in recordable form, has been executed and recorded in the real estate records of Nemaha County, Nebraska, with respect to the Project Site.

**Section 8. No Liability of City or Authority.**

To the greatest extent permitted by law, the Authority and the City, together with their governing body, officers, agents, including their independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purpose of this Section 8, collectively the "**Indemnified Parties**") shall not be liable and hold harmless against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect arising from the Redevelopment Project or within the Project Site.

Additionally, the obligation of the Indemnified Parties on the Note or any indebtedness contemplated hereunder shall be limited solely to the TIF Revenues generated from the Redevelopment Project pledged as security for such indebtedness, and any other funds received by the Authority and due to the City, as specified hereunder. Specifically, but without limitation, the Indemnified Parties shall not be liable to any third party for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder, except as otherwise set forth in this Redevelopment Contract. This Section 8 shall survive termination of this Redevelopment Contract.

**Section 9. Covenants to Run with the Land; Easement; Recording of Redevelopment Contract.**

The Parties agree and acknowledge that this Redevelopment Contract and the undertakings of the Parties as herein provided for shall be considered as and constitute covenants running with the land binding upon the Parties and their successors and assigns and upon each successive owner of the Project Site or any portion thereof. The Authority hereby acknowledges and agrees that, by the terms of this Redevelopment Contract, it is binding and obligating any and all of its interest in the Project Site, now or hereafter acquired, and hereby covenants and warrants for the benefit of the City, and the registered holder of the Note, that it shall defend such interest in the Project Site against the claims and interests of any and all persons. A memorandum of this Redevelopment Contract, in substantially the same form attached as Exhibit "E", shall be recorded against all real estate located in the Project Site and shall remain of record until the Note has been paid in full or matured, whichever occurs first. The Authority and City may execute such memorandum without additional public determinations or meetings.

**Section 10. Titles of Sections.**

Any titles of the several Sections of this Redevelopment Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions hereof.

**Section 11. Notices.**

Except as otherwise specified herein, all notices hereunder shall be in writing and shall be given to the relevant Party at its address set forth below, or such other address as such Party may hereafter specify by notice to the other given by United States mail or by other telecommunication device capable of creating a written record of such notice and its receipt. Notices hereunder shall be addressed:

(a) in the case of the City, if mailed to or delivered personally to:

City of Auburn, Nebraska
c/o City Administrator
1101 J Street
Auburn, NE 68305

(b) in the case of the Authority, if mailed to or delivered personally to:

Community Redevelopment Authority of the City of Auburn, Nebraska
c/o Authority Chairperson
1101 J Street
Auburn, NE 68305

Each such notice, request or other communication shall be effective (i) if given by mail, five (5) days after such communication is deposited in the mail, certified or registered with return receipt requested, addressed as aforesaid; or (ii) if given by any other means, when delivered at the addresses specified in this Section 13 or at any such other address with respect to any such Party as that Party may, from time to time, designate in writing and forward to the other Party as provided in this section.

**Section 12. Severability.**

If any provision of this Redevelopment Contract shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case, for any reason, such circumstances shall not have the effect of rendering the provision in question inoperative and unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained, invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, sections or paragraphs in this Redevelopment Contract shall not affect the remaining portions of this Redevelopment Contract or any part thereof.

**Section 13. Counterparts.**

This Redevelopment Contract may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

**Section 14. Law Governing.**

The Parties agree that this Redevelopment Contract shall be governed and construed in accordance with the laws of Nebraska.

**Section 15. Time of the Essence.**

Time shall be of the essence of this Redevelopment Contract.

**Section 16. Termination.**

This Redevelopment Contract shall commence as of the date first above written and shall terminate upon the earlier of the date on which TIF Revenues for the Redevelopment Project are no longer collectable under Section 18-2147 of the Act or payment of all principal and interest owed toward the Note. If, at any time prior to the termination of this Redevelopment Contract as set forth above, the City is unable to complete the Redevelopment Project, or portion thereof, in satisfaction of its obligations under this Redevelopment Contract, the City shall provide written notice to the Authority stating the same, and the City shall pay back to the Authority any TIF Revenues received in excess of the certified Eligible Costs as of such date, to be returned to the county assessor for Nemaha County for redistribution among the relevant taxing entities, and this Redevelopment Contract shall terminate and the Note rendered void, and the Authority and City shall have no further rights, obligations or liabilities hereunder, except as otherwise specified hereunder to survive termination. If, upon the City's tendering of the above-described written notice, the certified Eligible Costs exceed the TIF Revenues paid on the Note up to such date, this Redevelopment Contract shall remain in force and effect, pursuant to the reduced scope of the Redevelopment Project then completed, until the earlier of maturity of the Note or payment in full of principal equal to the amount of certified Eligible Costs, and interest thereon. Thereafter, this Redevelopment Contract shall terminate and the Note rendered void; and the City and Authority shall have no further rights, obligations or liabilities hereunder, except as otherwise specified hereunder to survive termination.

**Section 17. Force Majeure Event.**

The City and/or the Authority shall not be considered in breach of, or in default in its obligations with respect to any of the obligations under this Redevelopment Contract in the event that an enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, caused by a Force Majeure Event, which is defined herein as any failure or delay in performance by a Party that is proximately caused by acts of God, or wars or insurrections; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the

obligations of the delayed Party shall be extended for the period of the enforced delay as determined by the mutual agreement of Parties; provided, that the delayed Party shall, within twenty (20) days after the beginning of any such enforced delay, notify the other Parties in writing of the cause or causes thereof, and request an extension for the period of the enforced delay.

**Section 18. Status of Authority and City.**

The Authority and City shall not be regarded as partners, joint venturers or other jointly acting parties for any purpose whatsoever in relation to the Redevelopment Project. The undertakings and agreements on the part of the Parties herein provided for are undertaken solely pursuant to the provisions of sections 18-2101 to 18-2150 of the Act and for the limited governmental purposes of promoting and encouraging redevelopment of a blighted and substandard area.

**Section 19. Effect of Redevelopment Contract.**

This Redevelopment Contract (including the Plan as incorporated by reference) constitutes the entire understanding by and between the Parties concerning the subject matter hereof, and supersedes and replaces all prior agreements. No other prior or contemporaneous representations, inducements, promises or agreements, oral or otherwise, between or among the Parties relating to the subject matter hereof and not embodied in this Redevelopment Contract shall be of any force and effect.

(Signatures on following pages)

IN WITNESS WHEREOF, the Authority and the City have caused this Redevelopment Contract to be executed by their duly authorized representatives.

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF AUBURN,
NEBRASKA

By:_____
Chairperson

ATTEST:

_____
Secretary

STATE OF NEBRASKA )
) ss.
COUNTY OF NEMAHA )

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____, Chairperson, and _____, Secretary, of the Community Redevelopment Authority of the City of Auburn, Nebraska on behalf of the authority.

_____
Notary Public

CITY OF AUBURN, NEBRASKA

By:_____
Mayor

ATTEST:

_____
City Clerk

STATE OF NEBRASKA )
) ss.
COUNTY OF NEMAHA )

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____, Mayor, and _____, City Clerk, of the City of Auburn, Nebraska on behalf of the city.

_____
Notary Public

**Exhibit "A"**
**Project Site**

**Legal Description**:

The SE¼ of the NW¼ of Section 21, Township 5 North, Range 14, East of the 6th P.M., Nemaha County, Nebraska; EXCEPT Beginning at the Northwest corner of Lot 1, Block 1, Reed & Gilmore's Second Addition to the City of Auburn, Nemaha County, Nebraska, thence West 50 feet, thence South 163.90 feet, thence East 50 feet, thence North 163.90 feet to the place of beginning and also described as the East 50 feet of Lot 23, Block 1, Westgate Addition to the City of Auburn, Nemaha County, Nebraska; AND EXCEPT that portion previously dedicated as Reed & Gilmore's Second Addition to the City of Auburn, Nemaha County, Nebraska; AND EXCEPT Lots 2 and 3, Westgate Addition to the City of Auburn, Nemaha County Nebraska;

AND

Lots 2 and 3, Block 3, Westgate Addition to the City of Auburn, Nemaha County Nebraska.

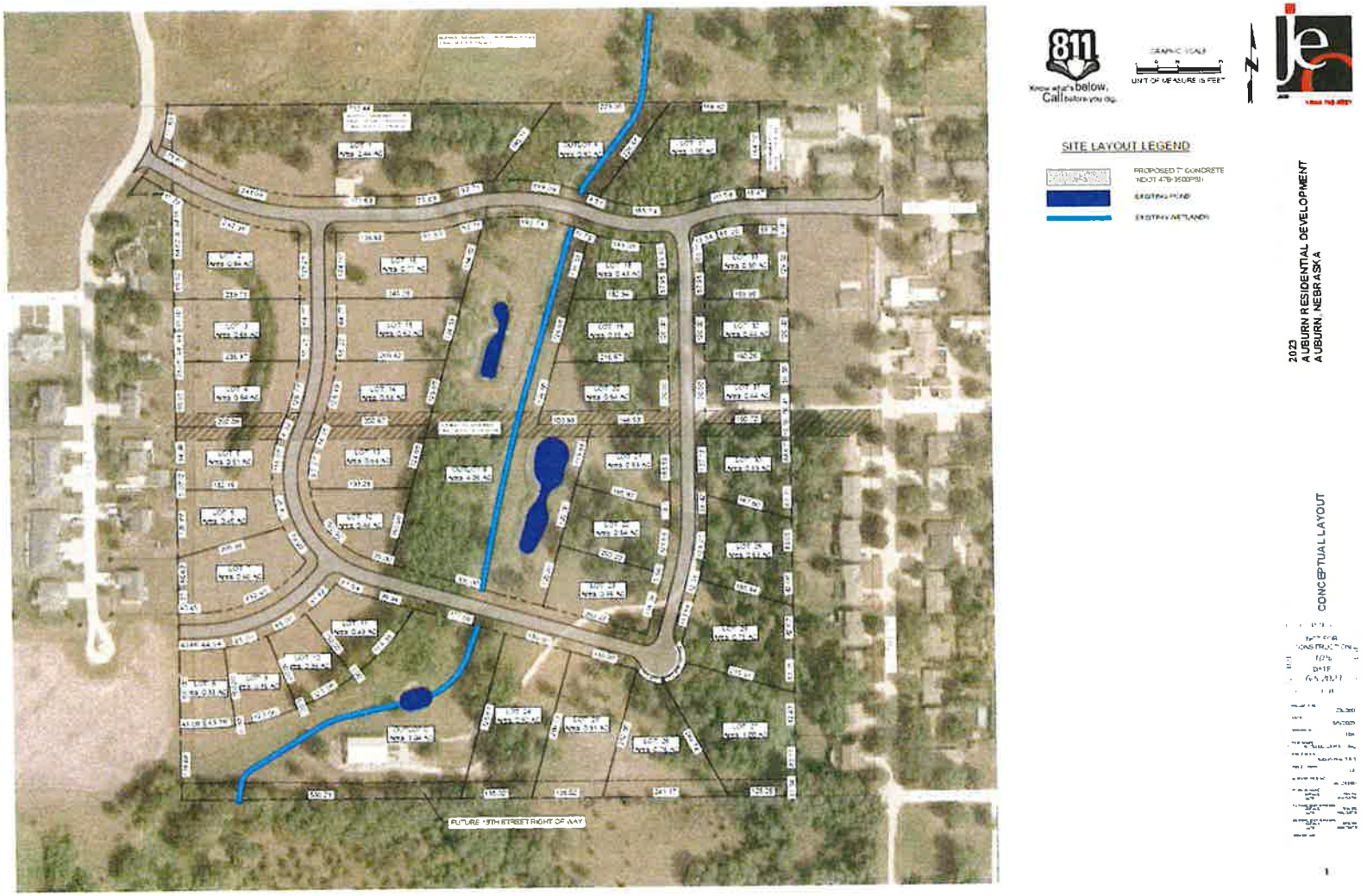
* Subsequent to the approval of this Redevelopment Contract, the Project Site, or a portion thereof, may be subdivided or replatted. Subsequent to said subdivision or replat, the above legal description shall be replaced with the legal description provided in the subdivision or replat of the Project Site approved by the City.

**Project Site Depiction:**

* Project Site outlined in red.

Exhibit "A"

**Exhibit "B"**
**Redevelopment Project Preliminary Plans**




* The attached is a preliminary site plan for reference purposes only and is subject to change.

**Exhibit "C"**
**Projected TIF Sources and Uses**

## PROJECT SOURCES AND USES

| Uses and/or Eligible Costs | Amount |
|---|---|
| Land Acquisition | $1,000,000 |
| Grading and Erosion Control | $623,060 |
| Paving and Storm Sewer | $1,433,326 |
| Sanitary Sewer | $341,057 |
| Water Main | $256,420 |
| Architectural and Engineering Fees | $250,000 |
| Contingency for TIF-Eligible Improvements | $265,390 |
| Financing Costs of TIF-Eligible Improvements | $1,652,264 |
| Legal Fees | $27,000 |
| **TOTAL** | **$5,848,517** |

| Sources | Amount |
|---|---|
| TIF Revenues | $3,366,240 |
| Lot Sale Proceeds | $1,894,277 |
| ARPA Funds | $588,000 |
| **TOTAL** | **$5,848,517** |

* The above figures are preliminary estimates and are subject to change.

** Should additional TIF Revenues become available (in excess of the Note), the City and Authority reserve the right, upon amendment of the Plan, to issue additional TIF indebtedness to reimburse excess Eligible Costs, as further detailed in Section 3 of the Redevelopment Contract.

**Exhibit "D"**
**The Note**

(See Attached)

THIS PROMISSORY NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "'33 ACT") AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE '33 ACT SHALL BE IN EFFECT WITH RESPECT THERETO ANO THERE SHALL HAVE BEEN COMPLIANCE WITH THE '33 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE CITY OF AUBURN, NEBRASKA, PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE CITY OF AUBURN TO THE EFFECT THAT REGISTRATION UNDER THE '33 ACT IS NOT REQUIRED.

**TAX INCREMENT FINANCING PROMISSORY NOTE**
(The Westgate Subdivision Redevelopment Project)

$_____ _____, 20__

FOR VALUE RECEIVED, the undersigned, Community Redevelopment Authority of the City of Auburn, Nebraska (hereinafter known as "Authority"), promises to pay the City of Auburn, Nebraska ("Holder"), and/or its assigns, the principal sum of _____ Dollars ($_____), together with interest thereon at the rate of _____% per annum, in accordance with the terms of that certain Redevelopment Contract dated _____, 2023 (the "Redevelopment Contract"), as between the Authority and Holder, from date of delivery hereof until maturity or earlier redemption at the rate per annum set forth above. Said interest shall be payable beginning in the year following the "Effective Date" for the first "Sub-Phase" (as defined in the Redevelopment Contract), and in each year thereafter until January 1 of the year following the date that all excess ad valorem real estate taxes for the final Sub-Phase of the Redevelopment Project have been divided and collected in conformance with the Community Development Law of the State of Nebraska, Sections 18-2101 et seq., of the Nebraska Revised Statutes (the "Act"), or until this Redevelopment Promissory Note is paid in full, whichever occurs first. The principal balance and interest thereon shall be due and payable on this Redevelopment Promissory Note as and at such time as any excess ad valorem taxes generated in the "Project Site" (as defined in the Redevelopment Contract) are collected by the Authority and available for the retirement of this debt.

All terms of the Redevelopment Contract authorizing the issuance of this Redevelopment Promissory Note are hereby incorporated and adopted by this Redevelopment Promissory Note as if specifically set forth herein. To the extent the terms of this Redevelopment Promissory Note conflict with the Redevelopment Contract, the terms of this Redevelopment Promissory Note shall control.

In the event of default under this Redevelopment Promissory Note, all sums secured by this Redevelopment Promissory Note or any other agreement securing this Redevelopment Promissory Note shall bear interest at a rate equal to five percent (5%) above the prime rate as published by the Wall Street Journal from time-to-time; however, in the event said interest rate exceeds the maximum rate allowable by law, then such rate of interest shall equal the highest legal rate available.

The Authority may prepay the principal amount outstanding in whole or in part, without penalty or the prior consent of the Holder.

In the event the monies collected and held in that special fund established under Section 18-2147 of the Act and pursuant to the Redevelopment Contract are insufficient to pay in full all amounts due and owing after all excess ad valorem taxes generated by the Redevelopment Project, as set forth in the Redevelopment Contract, have been collected by the Authority and paid, within a reasonable time after becoming available, towards the retirement of the amounts due hereunder, then the Holder shall waive any unpaid portion of the principal and interest due hereon. Notwithstanding the foregoing, the Authority shall not be obligated to make more than two payments on this Redevelopment Promissory Note, at least five months apart, during any single calendar year.

In the event this Redevelopment Promissory Note is referred to an attorney for collection the Holder shall be entitled to reasonable attorney fees allowable by law and all court costs and other expenses incurred in connection with such collection.

The Authority shall be in default in the event the Authority shall fail to pay, when due, any amount required hereunder.

Demand, presentment, protest and notice of nonpayment under this Redevelopment Promissory Note are hereby waived.

A PORTION OF THE PRINCIPAL AMOUNT OF THIS REDEVELOPMENT PROMISSORY NOTE MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE PAYING AGENT OF THE AUTHORITY. THE HOLDER OR ANY TRANSFEREE OR ASSIGNEE OF SUCH HOLDER MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED BY THE RECORDS OF THE AUTHORITY.

Pursuant to the Redevelopment Contract and Sections 18-2124 and 18-2150 of the Act, the excess ad valorem real property taxes within the Project Site have been pledged for the payment of this Redevelopment Promissory Note, both principal and interest as the same fall due or become subject to mandatory redemption. The priority and manner of payments on this Redevelopment Promissory Note shall be made in accordance with and pursuant to the terms set forth under Section 3 of the Redevelopment Contract.

This Redevelopment Promissory Note shall not constitute a general obligation of the Authority and the Authority shall be liable for the payment thereof only out of said portion of excess ad valorem real property taxes collected on the Project Site as described in this paragraph. This Redevelopment Promissory Note shall not constitute an obligation of the State of Nebraska, the Authority, or of the City of Auburn (except for such receipts as have been pledged pursuant to said Sections 18-2124 and 18-2150 of the Act) and neither the State of Nebraska, the

Authority nor the City of Auburn shall be liable for the payment thereof from any fund or source including but not limited to tax monies belonging to either thereof (except for such receipts as have been pledged as described above in this paragraph). Neither the members of the Authority's governing body nor any person executing this Redevelopment Promissory Note shall be liable personally on this Redevelopment Promissory Note by reason of the issuance hereof.

No delay or omission on the part of the Holder in exercising any remedy, right or option under this Redevelopment Promissory Note shall operate as a waiver of such remedy, right or option. In any event, a waiver on any one occasion shall not be construed as a waiver or bar to any such remedy, right or option on a future occasion.

Any notice provided for in this Redevelopment Promissory Note to the Authority or the Holder shall be in writing and shall be given by regular mail to the Holder or Authority, or at such other address as either party may designate by notice in writing.

This Redevelopment Promissory Note shall be governed by and construed in accordance with the Laws of the State of Nebraska. All payments hereunder shall be payable in lawful money of the United States of America and shall be legal tender for public and private debts at the time of payment.

IN WITNESS WHEREOF, the Chairperson and Secretary of the Authority have caused this Redevelopment Promissory Note to be executed on behalf of the Authority, all as of the Dated Date shown below.

Dated this ____ day of _____, 20__.

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF AUBURN,
NEBRASKA

By: (Sample – Do Not Sign)
Chairperson

ATTEST:

(Sample – Do Not Sign)
Secretary

Exhibit "D"

**Exhibit "E"**
**Form of Redevelopment Contract Memorandum for Recording**

(See Attached)

Return To:
City of Auburn, Nebraska
c/o City Administrator
1101 J Street
Auburn, NE 68305

# MEMORANDUM OF REDEVELOPMENT CONTRACT

This Memorandum of Redevelopment Contract ("Memorandum") is made this ___ day of _____, 202__, by and between the Community Redevelopment Authority of the City of Auburn, Nebraska ("Authority"), and the City of Auburn, Nebraska ("City"). The Authority and/or City may individually be referred to hereinafter as a "Party" or collectively as the "Parties".

1. **Redevelopment Contract**. The Parties have entered into that certain Redevelopment Contract dated as of _____, 2023 ("Redevelopment Contract"), describing the improvements being made by the City on the "Project Site", as legally described on Exhibit 1, attached hereto and incorporated herein.

2. **Tax Increment Financing**. The Redevelopment Contract provides for the capture of the tax-increment financing ("TIF") revenues by the Authority generated upon the Project Site for a period not to exceed fifteen (15) years after the effective date (as defined in the Act) of each Sub-Phase of the Redevelopment Project. The TIF revenues so captured by the Authority shall be used to reimburse the City for the Eligible Costs described in the Redevelopment Contract via debt service payments on a TIF promissory note (the "Note") issued by the Authority.

3. **Redevelopment Project Valuation**. The Redevelopment Contract establishes that subsequent to the buildout of the private improvements within the Project Site by third-party developers, the Parties anticipate and intend for the creation of a taxable real property valuation of the Project Site of not less than: $350,000 per improved single family lot; or $11,550,000 (with respect to each tax lot, or the entire Project Site, as applicable, the "**Minimum Valuation**"). During the period that the Note is outstanding, the owner of the Project Site, or any portion thereof, shall not protest a real estate property valuation, as determined by the appropriate assessing and taxing officials of Nemaha County, Nebraska, for purposes of local ad valorem real estate taxes to an amount below the Minimum Valuation.

4. **Remaining Terms**. The rest and remaining terms of the Redevelopment Contract are hereby incorporated into this Memorandum as if they were set forth in full. All capitalized terms in this Memorandum that are not otherwise defined herein shall have the same meaning as set forth in the Redevelopment Contract. A full and correct copy of the Redevelopment Contract may be inspected at the Authority offices in Auburn, Nebraska.

5. **Termination of Memorandum**. Unless terminated sooner in accordance with the terms of the Redevelopment Contract, this Memorandum shall be deemed to automatically terminate and be released from the above-described real property upon the payoff or maturity of the Note.

(SIGNATURES FOLLOW)

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF AUBURN,
NEBRASKA

By:_____
Chairperson

ATTEST:

_____
Secretary

STATE OF NEBRASKA )
) ss.
COUNTY OF NEMAHA )

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____, Chairperson, and _____, Secretary, of the Community Redevelopment Authority of the City of Auburn, Nebraska on behalf of the authority.

_____
Notary Public

Exhibit "E"

CITY OF AUBURN, NEBRASKA

By:_____
Mayor

ATTEST:

_____
City Clerk

STATE OF NEBRASKA )
) ss.
COUNTY OF NEMAHA )

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____, Mayor, and _____, City Clerk, of the City of Auburn, Nebraska on behalf of the city.

_____
Notary Public

Exhibit "E"

# EXHIBIT 1 TO MEMORANDUM OF REDEVELOPMENT CONTRACT

Legal Description of Project Site:

The SE¼ of the NW¼ of Section 21, Township 5 North, Range 14, East of the 6th P.M., Nemaha County, Nebraska; EXCEPT Beginning at the Northwest corner of Lot 1, Block 1, Reed & Gilmore's Second Addition to the City of Auburn, Nemaha County, Nebraska, thence West 50 feet, thence South 163.90 feet, thence East 50 feet, thence North 163.90 feet to the place of beginning and also described as the East 50 feet of Lot 23, Block 1, Westgate Addition to the City of Auburn, Nemaha County, Nebraska; AND EXCEPT that portion previously dedicated as Reed & Gilmore's Second Addition to the City of Auburn, Nemaha County, Nebraska; AND EXCEPT Lots 2 and 3, Westgate Addition to the City of Auburn, Nemaha County Nebraska;

AND

Lots 2 and 3, Block 3, Westgate Addition to the City of Auburn, Nemaha County Nebraska.

* It is anticipated that the Project Site will be subdivided and/or replatted as part of the Redevelopment Project. Any changes to the legal description as a result of such subdivision or replat shall automatically supersede and replace the above legal description.

AGENDA ITEM
NO
H-2

**RESOLUTION NO. 14-23**
**Of**
**THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA**
**A RESOLUTION TO APPROVE THE PAYMENT OF COST & FEES ASSESSED TO THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF AUBURN, NE (CRA) ON CLOSING EXPENSES ASSOCIATED WITH THE ACQUISTION OF WESTGATE SUBDIVISION, FOR COMMUNITY GROWTH, IMPROVEMENT, & REDEVELOPMENT.**

**WHEREAS,** the City has considered and approved a Redevelopment Contract for the Westgate Subdivision, in Auburn, Nemaha County, NE. for the construction of public improvements to provide infrastructure and create buildable residential lots with the Westgate Subdivision.

**WHEREAS,** the Community Redevelopment Authority of the City of Auburn, NE, is anticipated to close on the real estate acquisition within the next 30 days and the City has approved a memorandum of understanding and made contractual representations and warranties to cover said cost and fees for said closing as Eligible Cost of redevelopment.

**NOW THEREFORE,** by the Mayor and City Council, of the City of Auburn, Nebraska

**Section 1.** The City of Auburn, NE, hereby authorizes & approves the payment of closing cost and fees assessed to or charged against the Community Redevelopment Authority of the City of Auburn, NE (CRA) in an amount up to $10,000.00.

**Section 2.** The City Clerk/Treasurer & City Administrator are authorized to disburse the full payment of cost and fees up to $10,000.00 to the authorized closing agent for the benefit of the Community Redevelopment Authority of the City of Auburn, NE as Eligible Cost reimbursable to the City.

**Section 3.** The Mayor is authorized to sign any necessary/needed documents and carry out any conduct consistent with the terms and intentions of this Resolution.

**Section 4.** This action is taken in consideration of community growth, development, and improvement, and the need for additional new and quality residential housing within the Community of Auburn, NE, for the benefit and welfare of the Community and Its Residents.

The foregoing Resolution was passed and adopted at the public meeting of the Auburn, NE, City Council on the 21st day of August 2023, by the following votes:

| | | | | |
|---|---|---|---|---|
| Tom Clark (Ward 1) | Aye:_____ | Nay:_____ | Absent:_____ | Abstain:_____ |
| Shawn Clark (Ward 1) | Aye:_____ | Nay:_____ | Absent:_____ | Abstain:_____ |
| Katy Billings (Ward 2) | Aye:_____ | Nay:_____ | Absent:_____ | Abstain:_____ |
| Rick Janssen (Ward 2) | Aye:_____ | Nay:_____ | Absent:_____ | Abstain:_____ |

Nathan Seitz (Ward 3) Aye:_____ Nay:_____ Absent:_____ Abstain:_____

Jeff Jeanneret (Ward 3) Aye:_____ Nay:_____ Absent:_____ Abstain:_____

Chris Erickson, Mayor
(tiebreaker vote) Aye:_____ Nay:_____
*(Mayor votes as Council only*
*As needed on a tiebreaker)*

_____
Chris Erickson, Mayor
the City of Auburn, Nebraska

ATTEST:

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

Approved as to Form & Legality:

_____
City Attorney Date

AGENDA ITEM NO

I - 1

ORDINANCE NO. 04 - 23
OF
THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA

AN ORDINANCE OF THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA, DEFINING & REGULATING THE USE OF SHIPPING CONTAINERS WITHIN THE ZONING JURISDICTION OF THE CITY OF AUBURN, NE; PROVIDING A PENALTY PROVISION; PROVIDING A CONFLICT RESOLUTION CLAUSE; PROVIDING FOR SEVERABILITY; & PROVIDING PUBLICATION AND AN EFFECTIVE DATE FOR THE ORDINANCE.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUBURN, NEBRASKA:

SECTION 1. A new "Section: ***"Shipping Containers"*** shall be added to Chapter 150 "*Building Regulations; Construction*" to the City of Auburn, Nebraska, Code of Ordinances as follows:

"**150.70 Definition.** A "shipping container" is a six-sided steel unit originally constructed as a general cargo container used for the transportation of goods and materials and includes Portable on Demand Storage (PODS). The maximum dimensions are fifty-three (53') in length by eight feet (8') in width by eight feet (8') in height. Shipping containers do not include similar structures such as railroad cars, recreational vehicles, bus bodies, semi-trailers, and similar prefabricated items.

**150.71. Permit Required.** It shall be unlawful to place, use, allow, or maintain a shipping container on any property within the jurisdiction of the City of Auburn, NE, without a permit approved by the City Building Inspector/Code Enforcement Officer ("CBICEO" herein). Applications for permits will be available at Auburn City Hall. Completed applications and the application fee shall be submitted to the City Clerk/Deputy Clerk at the Auburn City Hall. The CBICEO or City Administrator may require supplementary information, such as a site plan or inspection, prior to the approval of any permit.

**150.72. Residential, Commercial, and Mixed-Use Districts.**

(a) **Residential**: Shipping containers are not authorized for use on any property within Residential Districts (R-1, R-2, R-3, & R-4).

(b) **Commercial & Mixed-Use Districts**: Shipping containers are not authorized for Commercial, Commercial Residential (C-R), or Agricultural Residential (AGR) Zoning Districts without a permit. Applicants may request an annual use or temporary use permit. Temporary uses are limited to the following:

1. One (1) temporary Portable on Demand Storage (PODS) container for a period not to exceed 30 days for the limited purpose of temporarily loading and unloading household contents and related items. The size of the approved POD shall not exceed the available hard surface area on which it

will be placed, such as driveway or parking pad, and it shall not encroach upon sidewalks or be placed upon a public street.

2. A licensed contractor may use a shipping container for the temporary location of an office or for the storage of equipment and/or materials during construction which is taking place on the property where the shipping container is located, provided the construction is authorized pursuant to a building permit. Such

    i. temporary shipping containers must be removed within two (2) weeks of completion of construction.

**150.73. Industrial District ("M").** Shipping containers may be authorized for temporary or annual use on any property within an Industrial District. A permit, approved by the CBICEO shall be required for temporary or annual use of shipping containers on any property within and Industrial District. The application for a permit shall include a site plan showing lot lines and setbacks and a description of the purpose for the proposed use and length of time of use.

**150.74 Regulations.** Unless specifically waived by permit, the following regulations shall apply to all shipping containers placed, used, allowed, or maintained within the zoning jurisdiction and extraterritorial zoning jurisdiction of the City of Auburn, NE.

(a) Shipping containers must be securely anchored to the ground.

(b) Shipping containers shall be placed on a hard surface, such as concrete, asphalt, or gravel pad, and shall not exceed the size of the hard surface area.

(c) Shipping containers shall comply with all applicable setbacks for permanent structures and shall not be placed in a manner that impedes access to public rights-of-way, public utility or drainage, easements, or adjacent structures and buildings.

(d) Shipping containers shall not be used for human habitation.

(e) Shipping containers shall not be used to store hazardous materials in violation of any local, state, or federal law.

(f) No signage shall be allowed on any permanent shipping container, and all permanent shipping containers shall be painted a non-reflective neutral color that is compatible with the primary structure or to blend in with the surrounding environment.

(g) Shipping containers shall not be stacked on top of each other or on another structure.

(h) All shipping containers shall be structurally sound, operated in a safe manner, and maintained in good repair. No shipping container may contain any holes, peeling paint, rust, damage, or structural modifications.

(i) Shipping containers used for long-term storage shall not be visible from the portion of any public or private street that abuts the property. Acceptable screening features for a shipping container include landscaping, fencing, terrain, existing structure, or a combination of these features as is necessary.

(j) Shipping containers used for temporary storage must be placed at the rear of the property where and when possible.

**150.75. UNSAFE BUILDING/STRUCTURE, NUISANCE.** Any shipping container placed, used, allowed, or maintained in violation of the provisions of this Article is hereby declared a nuisance and shall be subject to abatement and assessment under the procedures set forth in Ch. 99: *Health & Sanitation,* and Ch. 150: § 150.03. *Unsafe Buildings; special assessments.*"

**150.76. PENALTY.** Any violation of §150.70 through §150.75 herein shall be a violation of the City of Auburn, Nebraska Code of Ordinances pursuant to §10.99.

SECTION 2. Any conflicting provisions in the City of Auburn Code of Ordinances are hereby repealed. All other provisions within shall remain in full force and effect except as revised herein.

SECTION 3. This ordinance shall be published in book or pamphlet form and posted in three (3) public locations in the City of Auburn, NE. This Ordinance shall take effect and be in full force from and after its passage, approval, and publication as provided by law.

| | |
|---|---|
| SUSPEND READINGS (3/4 VOTE) _____ | FIRST READING _____ |
| | SECOND READING _____ |
| | THIRD READING _____ |

PASSED AND APPROVED THIS _____ DAY OF _____ 2023 AS FOLLOWS:

Tom Clark (Ward 1) Aye:_____ Nay:_____ Absent:_____ Abstain:_____

Shawn Clark (Ward 1) Aye:_____ Nay:_____ Absent:_____ Abstain:_____

Katy Billings (Ward 2) Aye:_____ Nay:_____ Absent:_____ Abstain:_____

Rick Janssen (Ward 2) Aye:_____ Nay:_____ Absent:_____ Abstain:_____

Nathan Seitz (Ward 3) Aye:_____ Nay:_____ Absent:_____ Abstain:_____

Jeff Jeanneret (Ward 3) Aye:_____ Nay:_____ Absent:_____ Abstain:_____

Chris Erickson, Mayor
(Tiebreaker vote) Aye:_____ Nay:_____
*(Mayor votes as Council only*
*As needed on a tiebreaker)*

_____
Chris Erickson, Mayor
City of Auburn, Nebraska

ATTESTED:

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

APPROVED AS TO FORM & LEGALITY:

_____
City Attorney Date

AGENDA ITEM NO

I-2.

ORDINANCE NO. 05-23
OF
THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA

AN ORDINANCE OF THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA REGULATING VACANT COMMERCIAL BUILDINGS; ESTABLISHING MONETARY PENALTIES; SETTING DEFINITIONS & PROCEDURES; PROVIDING A CONFLICT RESOLUTION CLAUSE; PROVIDING FOR SEVERABILITY; & PROVIDING PUBLICATION & AN EFFECTIVE DATE FOR THE ORDINANCE.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF AUBURN, NEBRASKA, AS FOLLOWS:

SECTION 1. A new "Section: "*Vacant Commercial Building Registration*" shall be added to Chapter 150 "*Building Regulations; Construction*" to the City of Auburn, Nebraska, Code of Ordinances as follows:

**150.80. Purpose.** Recognizing that vacant commercial buildings and properties contribute to blight within commercial districts, discourage economic development, hinder appreciation of property values, depress the appearance of the City of Auburn, decrease municipal revenue and taxable value of surrounding properties, endanger public health and safety, attract criminal activity, and create fire hazards, it is the responsibility of owners to prevent buildings from becoming a burden to the neighborhood and community and a threat to the public health, safety, and welfare. Maintenance of the public health, safety and welfare thus requires the City to maintain an accurate registration of all vacant buildings and properties.

**150. 81. Definitions.**

A. Building means a building, accessory structure, or other structure adapted to permanent occupancy for commercial use within the C-1 Commercial Districts & CR Commercial Residential Districts.

B. City means the City of Auburn, Nemaha County, Nebraska.

C. Chronic Vacancy means any building vacant and unregistered one (1) year or longer.

D. Commercial means any structure classified as a commercial structure under the zoning ordinances of the City of Auburn, NE, within the C-1 Commercial Districts & CR Commercial Residential Districts

E. Owner means the person, persons, or entity identified as the owner or owners on the last deed of record for the property.

F. Unsecured means that access to the building may be obtained through open, unlocked, broken, or missing doors or windows of such building.

G. Vacant Building means a building identified herein, that is unattended or unoccupied and is not actively used as a place of business, or the buildings primary use or intention as commercial is not being developed or utilized; or without active

and routine development towards retail business use/occupation, or the building is frequently open or unsecured so that unauthorized admittance may be gained without damaging any portion of the property, or the building is primarily being used for storage. A commercial building or property will be considered vacant when found to be in the above condition for more than six (6) months and subject to the registration requirements found in this Ordinance.

H. Good Faith shall be defined as being advertised at a price no more than 125% of the assessed value as listed for the most recent year posted by the Nemaha County Assessor unless a higher market value is established by a certified realtor or licensed appraiser. The owner shall accept any bona fide offer for that amount or more.

**150.82. Registration and Maintenance Requirements; Fees.**

A. The owner of a vacant building shall register the building with the City Building Inspector/Code Enforcement Officer ("CBICEO" herein) within one hundred and eight (180) days of written notice provided to the owner or the owner's resident agent of the vacant building unless the vacancy is corrected and approved by the CBICEO. Such notice shall be served on the owner or resident agent by personal service or by certified mail, return receipt requested. If the owner is a resident, such notice shall be personally served or sent by certified mail, return receipt requested. If the owner is a non-resident, such notice shall be personally served or sent by certified mail, return receipt requested, to the last known address of the owner.

B. The City shall also accept notifications to owners by mail or electronic transmissions of a building that meets the definition of a Vacant Building as defined in this Ordinance and shall pursue registration of said building in accordance herewith.

C. The required registration shall be submitted on the form provided by the City and available on the City's website, which form shall include the name, current mailing address, phone number, current email, and any other contact information of the owner; the names and addresses of all known lien holders and all other parties/LLC/Corporation/Business with a legal or equitable ownership interest in the building; the common address of the building, as well as the parcel identification and sale or rental price. The form shall also include the period of time the vacant building is expected to remain vacant, and a plan and timetable for either:

    1. Returning the vacant building to appropriate occupancy or use, including compliance with the minimum maintenance standard of this Ordinance; or
    2. Marketing the property in good faith.

D. Pursuant to the registration requirements of this subsection, for every subsequent 6-month period a building remains vacant beyond the initial registration, the owner of the vacant building must:

    1. Re-register the building or property, including appropriate fees, and
    2. Submit an updated plan for either returning the vacant building to appropriate occupancy or use, or marketing thereof.

E. If the owner of the vacant building does not reside in Nemaha County for at least six (6) months a year, then they shall provide information for a resident agent with authority to act with respect to the property, such resident agent residing in Nemaha County at least six (6) months per year, including name, current mailing address, phone number, current email address, and any other contact information of the owners agent. Failure to identify a resident agent is grounds for rejection of the registration application without refund of the application fee as well as the penalties herein.

F. Any subsequent owner of a vacant building must register or re-register the building with the City within the thirty (30) days of any transfer of any ownership interest in the vacant building.

G. The owner of a vacant building must keep the building and any adjoining property secure, safe, and maintained in compliance with all Federal, State, and local ordinances and regulations.

H. One hundred & eighty days after registration, a registration fee of Five Hundred Dollars ($500.00) per building shall be collected by the City Clerk/Treasurer at the time of registration. A re-registration fee of One-Thousand Dollars ($1,000.00) per building shall be collected, thereafter the re-registration fee will increase by five-hundred ($500.00) dollars, with a maximum supplemental registration fee of ten (10) the initial registration fee amount Registration fees may be refundable for the year preceding the date on which the property is no longer vacant upon approval by the City Council.

I. A vacant building shall be exempt from the registration and fee requirements herein if it is advertised in good faith (as identified herein) for sale or lease.

J. This Ordinance shall be subject to and include the requirements of Neb. Rev. Stat. § 19-5407, of the Vacant Property Registration Act.

**150.83. Inspections; Minimum Maintenance Standards; Ongoing Obligation.**

A. Upon the request of the CBICEO, an owner shall provide access to all interior portions of any vacant building or suspected vacant building to permit a complete inspection of the same by a representative of the City of Auburn, NE.

B. No registration application under this chapter shall be accepted unless the vacant building meets a minimum maintenance standard as assessed by the City's designated officer, with or without the advice and assistance of any third party professional(s) with specialized knowledge necessary to conduct such assessment, including structural integrity, a roof in adequate condition to repeal moisture and the elements, intact walls, windows and doors which allow for securing the building or property such that it will not deteriorate, attract pests, or pose a safety risk to the public.

C. The owner of a vacant building will make the property available for an initial inspection within seven (7) days of submitting the registration application, and again within fourteen (14) days of the City's request of subsequent inspections in

order to ascertain the ongoing condition of the building and compliance with this Ordinance, as well as the City's Building Codes/Ordinances. Such inspections shall take place at reasonable times during business hours. Failure to permit an inspection hereunder is grounds for rejection of the registration application without refund of the application fee as well as the penalties identified herein.

**150.84. Penalties; Procedures.**

A. Penalties

1. Any owner who fails to register a vacant building under this article shall be liable for a civil penalty of five hundred dollars ($500.00) per 24-hour period that said vacant building is unregistered.
2. If the building continues to meet the definition of a vacant building for a period of thirty (30) calendar days beyond the required re-registration date, and the owner fails to re-register such building, the City Clerk shall assess a penalty of five hundred dollars ($500.00) for each thirty (30) calendar day period the building continues to be un-reregistered.
3. If a building or property is vacant and unregistered more than one (1) year and remains unregistered it shall be classified as a chronic vacancy, and as a chronic vacancy a building shall be subject to a fee of $5,000.00 per year of chronic vacancy with a 10% annual increase.
4. All penalties and fees assessed shall be payable directly to the City of Auburn, NE. Funds derived from said fee shall be used to offset the City's costs of annual inspections as provided in this Ordinance.
5. Any and all civil penalties assessed under this section shall be billed to the owner or other responsible party. Failure or refusal to pay any and all such penalties permits the City to pursue any and all available legal remedies for the enforcement and collection of such penalties; including but not limited to, civil actions being filed in any court of competent jurisdiction, abatement of nuisances maintained in violation of this chapter, institution of injunction, mandamus, or other appropriate action or proceedings to enforce the penalty provisions of this chapter.
6. When penalties assessed under this Ordinance have gone unpaid for one (1) year, they shall be added to the county's tax rolls as special assessments.

B. Procedures.

1. Upon failure to register a vacant building a Notice of Registration Penalty shall be issued to the owner(s).
2. A separate Notice of Registration Penalty shall be issued for each subsequent penalty that may be assessed.
3. The Notice of Registration Penalty shall be served upon the owner by certified mail, personal service, mail, or email, as is accessible to the City and the owners.

4. This chapter in no way limits the penalties, actions or abatement procedures which may be taken by the city for violation of any other ordinance of the city or statute of the state of Nebraska.

SECTION 2. Any conflicting provisions in the City of Auburn Code of Ordinances are hereby repealed All other provisions within shall remain in full force and effect except as revised herein.

SECTION 3. This ordinance shall be published in book or pamphlet form and posted in three (3) public locations in the City of Auburn, NE. This Ordinance shall take effect and be in full force from and after its passage, approval, and publication in accordance with City Code § 35.07 and Nebraska Law.

SUSPEND READINGS _____ (3/4 VOTE)

FIRST READING _____

SECOND READING _____

THIRD READING _____

PASSED AND APPROVED THIS 10TH DAY OF July 2023 AS FOLLOWS:

Tom Clark (Ward 1) Aye:_____ Nay:_____ Absent:_____ Abstain:_____

Shawn Clark (Ward 1) Aye:_____ Nay:_____ Absent:_____ Abstain:_____

Katy Billings (Ward 2) Aye:_____ Nay:_____ Absent:_____ Abstain:_____

Rick Janssen (Ward 2) Aye:_____ Nay:_____ Absent:_____ Abstain:_____

Nathan Seitz (Ward 3) Aye:_____ Nay:_____ Absent:_____ Abstain:_____

Jeff Jeanneret (Ward 3) Aye:_____ Nay:_____ Absent:_____ Abstain:_____

Chris Erickson, Mayor (Tiebreaker vote) Aye:_____ Nay:_____

*(Mayor votes as Council only As needed on a tiebreaker)*

_____

Chris Erickson, Mayor
City of Auburn, Nebraska

ATTESTED:

_____

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

APPROVED AS TO FORM & LEGALITY:

_____

City Attorney Date

NOTICE OF PUBLICATION
OF ORDINANCE NO. 05-23
IN PAMPHLET FORM

Public notice is hereby given that at a meeting of the Mayor and City Council of the City of Auburn, Nebraska held at Auburn City Hall, 1101 "J" St, Auburn, NE, starting at 7:00 p.m. on _____, 2023, there was passed and adopted Ordinance No. 05-23 entitled:

AN ORDINANCE OF THE CITY OF AUBURN, NEMAHA COUNTY, NEBRASKA REGULATING VACANT BUILDINGS; ESTABLISHING MONETARY PENALTIES; SETTING DEFINITIONS & PROCEDURES; PROVIDING A CONFLICT RESOLUTION CLAUSE; PROVIDING FOR SEVERABILITY; & PROVIDING PUBLICATION & AN EFFECTIVE DATE FOR THE ORDINANCE.

Said Ordinance was published in pamphlet form. Copies of said Ordinance as published in pamphlet form are available for inspection and distribution at Auburn City Hall, 1101 "J" St, Auburn, NE, 68205 and upon the City website at auburn.ne.gov.

_____

Sherry Heskett, Municipal Clerk
City of Auburn, Nebraska

Publish One (1) Time: _____

AGENDA ITEM
NO
J-1(a)

Street Department Activity Report
(July 2023)

- Installed storm drain south of sheriff office in the alley.
- Put out woodchips at head start house.
- Put up the boundary fence at the legion park for the beer garden.
- Trimmed trees around town.
- Cleaned out plugged storm drain at 16th Courthouse Ave.
- Spot patched around different areas of town.
- Fixed lights in bathroom at the legion park.
- Poured concrete at 26th and O St.
- Fixed the Gravely mower. Had 2 broken bolts in the motor.
- Washed and cleaned up equipment.
- Went over the boiler at the pool with Airstream.
- Swept streets throughout different parts of the town.
- Mowed around the welcome to Auburn signs.
- Greased the 2 pump motors at the pool.
- Put a water pump in the #10 pickup.
- Poured concrete at 26th and M St.
- Sprayed weeds throughout the downtown area.
- Spot patched throughout different parts of town.
- Poured concrete at 22nd and P St.
- Poured concrete at 14th and Courthouse Ave.
- Cleaned up the town after the wind storm.

Blake Goering
Street Commissioner

AGENDA ITEM NO
J-1 (c)

# Auburn Memorial Library

1810 Courthouse Ave
Auburn, NE 68305

**August 2023**

- Our Sand Art event had 154 people attend and make sand art.
- Summer Reading ended with a total of 195 kids reading 7,730 books in just under six weeks. Youth Reading (6-12 grades) had 25 kids read 87,848 pages and Adult reading saw 42 adults read 161,014 pages in two months.
- The Library Foundation recently purchased a plotter printer for the library to add to its services. It can copy, scan and print large documents.

Statistical Report:

| Date: | Circulation: | Patrons: |
|---|---|---|
| June 2023 | 3,817 | 2,685 |
| OverDrive | 825 | 132 |
| | 4,642 | 2,817 |
| July 2023 | 3,441 | 2,291 |
| OverDrive | 831 | 140 |
| | 4,272 | 2,431 |

AGENDA ITEM
NO
J-2(e)

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

## FOR THE MONTH OF JULY 2023

| | |
|---|---|
| Total Number of Calls within the City of Auburn | 92 |
| Total Number of Ordinance/Animal Calls | 18 |
| Total Number of Actual Criminal Cases Reported/Initiated | 11 |

Respectfully submitted,

Brent Lottman
Sheriff

City of Auburn-CRA
TIF Activity Report

AGENDA ITEM NO
J-2(e)

| Date | Description | Account Activity | Core Area | West Project | Orscheln |
|---|---|---|---|---|---|
| 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 |
| 2/8/2023 | Co. Collections | $ 8,026.49 | $ 6,381.09 | $ 1,645.40 | |
| 2/14/2023 | Baird Holm LLP | $ (626.50) | $ (626.50) | | |
| 2/28/2023 | Interest on Acct | $ 395.69 | $ 387.78 | | $ 7.91 |
| 3/7/2023 | Co. Collections | $ 18,834.12 | $ 17,389.27 | $ 912.22 | $ 532.63 |
| 3/31/2023 | Interest on Acct | $ 446.08 | $ 437.16 | | $ 8.92 |
| 4/13/2023 | Baird Holm LLP | $ (203.00) | | $ (203.00) | |
| 4/14/2023 | Co. Collections | $ 19,285.86 | $ 17,531.36 | $ 1,754.50 | |
| 4/30/2023 | Interest on Acct | $ 438.43 | $ 429.66 | | $ 8.77 |
| 5/11/2023 | Baird Holm LLP | $ (1,305.00) | $ (1,305.00) | | |
| 5/11/2023 | Co. Collections | $ 54,042.55 | $ 50,133.10 | $ 3,376.82 | $ 532.63 |
| 5/17/2023 | Korner Kitchen | $ (4,420.50) | $ (4,420.50) | | |
| 5/31/2023 | Interest on Acct | $ 473.25 | $ 459.05 | $ 4.73 | $ 9.47 |
| 6/20/2023 | Co. Collections | $ 38,119.44 | $ 26,083.69 | $ 12,035.75 | |
| 6/20/2023 | Korner Kitchen | $ (556.68) | $ (556.68) | | |
| 6/30/2023 | City-WestWaterline | $ (19,526.42) | | $ (19,526.42) | |
| 6/30/2023 | Interest on Acct | $ 470.64 | $ 470.64 | | |
| 7/12/2023 | Baird Holm LLP | $ (725.00) | $ (725.00) | | |
| 7/18/2023 | Co. Collections | $ 6,791.68 | $ 6,434.14 | $ 357.54 | |
| 7/31/2023 | Interest on Acct | $ 492.41 | $ 482.56 | | $ 9.85 |
| 7/31/2023 | Balance | $ 1,054,163.41 | $ 1,033,350.92 | $ 357.54 | $ 20,454.95 |

x x

SALES TAX RECORD 7-31-23

| 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 | $ 55,852.41 | $ 45,833.33 | Not Receive | |
| 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 | $ 54,068.19 | $ 45,833.33 | $ 17,549.13 | 14.00% |
| 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 | $ 47,432.24 | $ 45,833.33 | $ 8,086.83 | 15.00% |
| 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 | $ 51,353.25 | $ 45,833.33 | $ 10,981.88 | 15.00% |
| 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 | $ 54,782.34 | $ 45,833.33 | $ 7,133.26 | 15.00% |
| 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 | $ 52,444.22 | $ 45,833.33 | $ 10,014.28 | 16.00% |
| 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 | $ 542,606.08 | $ 550,000.00 | $ 84,168.49 | |
| | ***includes MV** | | | | | | | | | | | | |

| Actual Last YTD | Actual YTD | Budget YTD |
|---|---|---|
| $481,860.90 | $542,606.08 | $458,333.30 |

YTD Compared to Last Year

$ 60,745.18 Increase from Last Year

YTD Compared to Budget YTD

$ 84,272.78 More than Budget YTD

**Vehicle Sales Tax as a Percentage**

$ 542,606.08 in Total Receipts YTD

$84,168.49 in Total Vehicle Sales

Vehicles Sales is 16% of total

AGENDA ITEM NO H-1 (a)